

CITY COUNCIL
GIL MCDOUGAL, MAYOR
LESLIE MCPHERSON, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
ANNA MCCOY
DANNY CARTER

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
July 11, 2023 | 1:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. Qualifying for November 2023 Election (Theresa Campbell, City Clerk)
2. Adoption of PILOT (Payment in Lieu of Taxes) Agreement related to Walton Communities Project with Villa Rica Housing Authority (C. David Mecklin, City Attorney)
3. Abandonment and Transfer of Walnut Drive to Villa Rica Housing Authority (C. David Mecklin, City Attorney)
4. Settlement of Opioid Litigation with Publix Corporation (C. David Mecklin, City Attorney)
5. Second Reading Home Rule Ordinance Providing for Board and Commission Terms (C. David Mecklin, City Attorney)
6. Approval of Intergovernmental Agreement with Carroll County for the Eastside TAD (C. David Mecklin, City Attorney)

B. Community Development (Tracy Jarvis, Director)

1. Glory Business LLC d/b/a Smile Food Mart, Alcohol License Permit Request and Public Hearing - Nyree Simpson, Licensing Specialist
2. Sequoia Golf Mirror Lake LLC d/b/a Mirror Lake Golf Club, Alcohol License Permit Agent Change Request - Nyree Simpson, Licensing Specialist
3. RA-01-23 - Punkintown Road at Highway 61 - Rezoning from AG to C2 and SFA (Ron Johnson, Planning & Zoning Administrator)
4. RA-02-23 - Rockmart Road at Lake Paradise Road - Rezoning from I2 to C1 and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
5. VA-03-23 - 113 Connors Road - Two Variances from *Table 4.4 - Development Standards* and *Section 8.02(2)(j)(1) Off-Street Motor Vehicle Parking and Loading Areas* and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
6. RA-06-22 - 1739 Carrollton-Villa Rica Highway - Rezoning from AG to SFA and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
7. CU-01-23 - W. Industrial Court at Highway 101 - Special Exception Permit to Operate a Truck and Trailer Parking Facility and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
8. RA-03-23 - East Wilson Street - Rezoning from CMU to R2 and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

9. VA-05-23 - 384 Mirror Lake Boulevard - Variance to Reduce Side Yard Setback and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
10. VA-04-23 - 924 Carrollton-Villa Rica Highway- Variance to Permit Gravel Parking and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
11. Amendment to Section 2 *Administration* of the City of Villa Rica Zoning Code and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
12. ALT-01-22 - Liberty Pointe Subdivision - Alteration to PUD and Adoption of a new Concept Plan and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
13. Structural Inspection of 315 Main Street, Villa Rica, GA 30180

C. Economic Development

1. Appointment of Two New Members to Downtown Development Authority
2. Reappointment of Michael Young to the Downtown Development Authority

D. Human Resources (Lena Taylor, Director)

1. Approve Workers Compensation Renewal

E. Parks, Recreation & Leisure Services (Tracie Ivey, Director)

1. July is Parks and Recreation Month
2. Recreation Advisory Commission Appointment

F. Police (Michael Mansour, Chief)

1. Purchase of two FLOCK cameras
2. Grant for 5 FLOCK Cameras
3. Police K9

G. Utilities (John Bain, Director)

1. West Plant Control Module Replacement

H. City Manager (Tom Barber)

1. Resurfacing Two GDOT Park 'n Ride Lots
2. Improvements to Intersection of Punkintown Road and Shoreline Parkway
3. Proposal to Engage Falcon to Re-Design the Intersection of MirrorLake Connector and Cleghorn Street
4. Resolution to Authorize the Bond Attorney to Proceed with the Issuance of Revenue Bonds
5. Ratification of Proposal from HRC to Modify the ADA Ramp at the Courthouse
6. Ratification of Engagement with Reedwick for Temporary Traffic Light
7. To Ratify an Agreement with Falcon Design for a Cultural Resource Survey
8. Design Sidewalk on West Montgomery

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: General Election 2023 – Qualifying Dates & Early Voting Dates

AGENDA DATE: July 7, 2023

DATE PREPARED: July 5, 2023

PREPARED BY: Theresa Campbell

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To establish the qualifying and the early voting dates and Villa Rica locations for the General Election to be held on Tuesday, November 7, 2023.

BACKGROUND: A General Election will be held on Tuesday, November 7, 2023.

Qualifying Dates (3 Days):

Monday, August 21, 2023, 8:30 am – 4:30 pm

Tuesday, August 22, 2023, 8:30 am – 4:30 pm

Wednesday, August 23, 2023, 8:30 am – 4:30 pm

Location of Qualifying: City Hall

Early Voting Dates (3 Weeks total with only the final week at Powell Park):

October 30 – November 3, 2023 8:30 am – 5:00 pm at Powell Park

STAFF RECOMMENDATION: Approval of the Qualifying Dates and Early Voting Dates and locations for the November 7 General Election.

MOTION: I move to approve the Qualifying and Early Voting Dates and Locations to be held at City Hall and Powell Park for the November 7, 2023 General Election as listed above.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Adoption of PILOT (Payment in Lieu of Taxes) Agreement related to Walton Communities Project with Villa Rica Housing Authority

AGENDA DATE: November 10, 2020

DATE PREPARED: October 30, 2020

PREPARED BY: David Mecklin, City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The purpose of this Agenda item is to request Council approval for the City to enter into a PILOT Agreement related to the construction of the Legacy at Walton Trails Phase 2 – 490 Old Stone Road – Villa Rica, Georgia Project.

BACKGROUND: The City Council has previously approved the project known as Legacy at Walton Trails at 490 Old Stone Road in Villa Rica. This project will remove existing Housing Authority units and replace them with newly constructed units. The current housing units owned by the Villa Rica Housing Authority are not subject to property tax. Because the new units will be built on land owned by the Housing Authority, Walton Communities is seeking an agreement with the City and other governmental bodies that they pay only a sum equivalent to the actual services attributable to the residents who will live in newly constructed premises. The Payment in Lieu of Taxes is designed to accomplish that. Phase I of the project has been completed and the developer is ready to move into Phase 2 of the project.

STAFF RECOMMENDATION: Staff recommends approval of this request.

IMPACT: The City will receive payment of some funds for the services rendered to the residents of the newly constructed units upon Villa Rica Housing Authority property. Currently, no ad valorem tax is paid on the existing units so the City should experience some net increase in funding related to units constructed on Housing Authority property.

MOTION: I move that the City Council adopt the PILOT Agreement with Walton Trail Phase 2, LP for the project known as Legacy at Walton Trails Phase II – 490 Old Stone Road – Villa Rica, Georgia as attached hereto. I further move that the Mayor, City Manager, and Clerk be authorized to execute any documents necessary to enter into said contract.

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “PILOT Agreement”) is made this ____ day of _____, 2023, by and among the **CITY OF VILLA RICA, GEORGIA** (the “City”), the **HOUSING AUTHORITY OF THE CITY OF VILLA RICA, GEORGIA**, a public body corporate and politic, organized and existing under the laws of the State of Georgia (the “Authority”) and **WALTON TRAIL PHASE 2, LP**, a Georgia limited partnership (the “Partnership”).

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-3-8 of the Official Code of Georgia Annotated (the “Georgia Law”), the Authority and its properties are exempt from all taxes and special assessments of the City, the county, the state or any political subdivision thereof; and

WHEREAS, any housing project subject to a private enterprise agreement (as defined in Section 8-3-3(13.1(C) of Georgia Law) is public property used for essential public and governmental purposes and not for purposes of private or corporate benefit or income and, as such, is also exempt from all taxes and special assessments of the City, the county, the state or any political subdivision thereof; and

WHEREAS, the Authority previously determined that the conversion of all of its public housing units from public housing to housing governed by Section 8 pursuant to the Rental Assistance Demonstration (“RAD”) project and then the redevelopment of all of the units through the use of available resources, including, but not limited to, the federal and state low income housing tax credit programs is in the best interest of the citizens of the City and the residents served by the Authority; and

WHEREAS, the Authority has agreed to partner with Walton Communities, LLC (“Walton”) to redevelop the second phase of thirty-five (35) of the former sixty-two (62) public housing units into a new low income housing community comprised of one hundred forty-three (143) affordable housing units (the “Development”); and

WHEREAS, the Authority and Walton created the Partnership (and each either directly or indirectly serve as members of the general partner) to obtain the additional source of capital from the federal and state low income housing tax credits; and

WHEREAS, all of the affordable units of the Development will be subject to a private enterprise agreement (as defined by Georgia law) and will be exempt from all real and personal property taxes and special assessments levied or imposed by of the City, the county, the state or any political subdivision thereof whether owned and operated by the Authority or the Partnership; and

WHEREAS, Section 8-3-8 of Georgia Law contemplates that the Authority may enter into agreements to ensure that certain municipal services are provided to any eligible housing units occupied or reserved for persons of low income and in return the Authority may agree to make a payment in lieu of taxes (“Payment in Lieu of Taxes”) for such municipal services; and

WHEREAS, the Authority and the City have previously entered into certain Cooperation Agreements (collectively, the “Agreements”) wherein the Authority agrees in the Agreements to make certain Payments in Lieu of Taxes in return for the City providing certain services identified therein (the “Municipal Services”); and

WHEREAS, the City desires to assist the Authority and the Partnership in helping to ensure the financial viability and commercial success of the Development; and

WHEREAS, the parties desire to enter into this PILOT Agreement to allow for the Payment in Lieu of Taxes in return for the deliverance of the Municipal Services provided to the affordable housing units owned by the Partnership.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, do hereby agree as follows:

1. Preamble and Recitals. The preamble and recitals hereinabove set forth are hereby incorporated into and made a part of this PILOT Agreement.

2. Defined Terms. Except as otherwise specifically provided herein, all capitalized words not otherwise defined herein shall have the meaning ascribed thereto in the Agreements.

3. Agreements. The Agreements, as amended and modified by this PILOT Agreement, shall continue in full force and effect and the Agreements are not incorporated herein unless explicitly referenced in the PILOT Agreement. In the event of any conflict or inconsistency between the terms of the Agreements and this PILOT Agreement, the terms of this PILOT Agreement shall govern and control.

4. Additional Agreements.

4.1 Tax Exemption. Notwithstanding the exemption available to all one hundred forty-three (143) of the affordable units of the Development pursuant to Georgia Law, in acknowledgement of its role as a citizen of the City, in accordance with the terms of the Agreements, the Partnership agrees to make a Payment in Lieu of Taxes to the City for or with respect to the housing units owned by the Partnership pursuant to the terms of this PILOT Agreement.

4.2 Amount of Payment in Lieu of Taxes. The amount of the Payment in Lieu of Taxes for all one hundred forty-three (143) of the housing units owned by the Partnership shall be Eighteen Thousand Three Hundred Ninety-Six and No/100 Dollars (\$18,396.00) per year calendar year, which amount shall be increased each year by two percent (2%) of the previous year’s payment. The annual two percent (2%) increase shall commence January 1, 2026. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for the Development.

4.3 Municipal Services. In return for the Payment in Lieu of Taxes, the City agrees to provide to the housing units (a) the Municipal Services without cost or charge regardless of whether the Municipal Services are provided to other public housing facilities or projects and (b) any additional Municipal Services provided by the City to public housing facilities or projects not otherwise identified in the Agreements as of the date hereof or which are provided by the City for such facilities at any time after the date hereof. In addition to the forgoing, for purposes of this PILOT Agreement, “Municipal Services” shall mean:

(a) Furnish or cause to be furnished to the Authority, the Development and the residents of such Development, public services and facilities (including, but not limited to, police services) of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City; and

(b) Insofar as the City may lawfully do so, (i) grant such deviations from the building code of City as are reasonable and necessary to promote economy and efficiency in the Development, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory; and

(c) Accept grants of easements necessary for the Development; and

(d) Cooperate with the Authority and the Partnership by such other lawful action or ways as the City, the Authority and the Partnership may find necessary in connection with the development and administration of such Project; and

(e) Accept the dedication of all interior street, roads, alleys, and adjacent sidewalks within the area of the Development, together with all storm and sanitary sewer mains in such dedicated areas, after the Partnership, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the City; and

(f) Accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Development or necessary to provide adequate access thereto; and

(g) Provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Development and serving the bounding streets thereof.

4.4 Term of Payment in Lieu of Taxes. The parties agree that the Payment in Lieu of Taxes shall continue for twenty-two (22) years commencing January 1, 2025 and continuing until December 31, 2047.

4.5 No Lien Upon Default. Upon failure of the Partnership to make any Payment of Lieu of Taxes, no lien against the Development or assets of the Partnership shall attach, nor shall any interest or penalties accrue or attached on account thereof.

5. Miscellaneous Provisions.

5.1 Notices. Except as expressly provided herein, notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed or sent by facsimile or electronic mail (with an acknowledgement receipt) to the following addresses:

Address for Maker: Walton Trail Phase 2, LP
 c/o Walton Communities, LLC
 2281 Akers Mill Road SE, Building 4100
 Atlanta, Georgia 30339
 Attn: Keith Davidson

With Copy to: Arnall Golden Gregory, LLP
 171 17th Street NW
 Suite 2100
 Atlanta, Georgia 30363-1031
 Attn: Jeffrey C. Adams

Address for the City City of Villa Rica, Georgia
 571 W. Bankhead Highway
 Villa Rica, Georgia 30180

With Copy to: Tisinger Vance, P.C.
 100 Wagon Yard Plaza
 Carrollton, Georgia 30117
 Attn: David Mecklin

Address for Authority: Housing Authority of the City of Villa Rica, Georgia
 490 Old Stone Road
 Villa Rica, Georgia 30180
 Attn: Executive Director

5.2 Governing Law. The validity, construction and performance of this PILOT Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

5.3 Amendments. This PILOT Agreement may be amended only by a written amendment approved by all parties.

5.4 Waiver. The waiver by a party of any instance of any other party's noncompliance with any obligation or responsibility herein shall not be deemed a waiver of other instances of such party's noncompliance.

5.5 Severability. If any provision of this PILOT Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent

permissible so as to affect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this PILOT Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

5.6 Counterparts. This PILOT Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one (1) or more counterparts shall have been signed by each party and delivered to each other party.

5.7 Entire Agreement. The provisions of this PILOT Agreement, and the Agreements collectively set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

5.8 Construction. This PILOT Agreement has been negotiated by the parties and their respective counsel and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party.

5.9 Assignment. This PILOT Agreement shall not be assigned by the Partnership to any person without the express written consent of the City and the Authority, except that this PILOT Agreement may be transferred and inure to the benefit of any person succeeding to the interest of the Partnership under this PILOT Agreement as a result of a foreclosure of a deed to secure debt encumbering the Development or a transfer in lieu of foreclosure, or a transfer realizing on a pledge or security interest of the equity interests of the Partnership, and if such assignee or transferee is a bank or other financial institution, such rights shall automatically transfer and inure to the benefit of any party immediately succeeding to the interest of such bank or other financial institution.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this PILOT Agreement as of date first above written.

CITY:

THE CITY OF VILLA RICA, GEORGIA

By: _____
_____, Mayor

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF
VILLA RICA, GEORGIA

By: _____
Richard Chambers, Executive Director

PARTNERSHIP:

WALTON TRAIL PHASE 2, LP

By: Walton Trail Phase 2 GP, LLC, a Georgia
limited liability company, its General Partner

By: _____
Keith A. Davidson, Co-Manager



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Abandonment and transfer of Walnut Drive to Villa Rica Housing Authority

AGENDA DATE: July 11, 2023

DATE PREPARED: June 27, 2023

PREPARED BY: C. David Mecklin, Jr., City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The Villa Rica Housing Authority proposes to move forward with the development of Phase 2 of the Walton Trails project to improve public housing inside the City of Villa Rica. The development and construction of Phase 2 will require that an existing city street be consumed into the development of Phase 2. Walnut Drive has already been identified by the Tax Assessor's Office in Carroll County as a part of the Phase 1 development of Walton Trails. It is necessary for the City to formally abandon Walnut Drive and then to transfer the abandoned right-of-way to the Housing Authority of Villa Rica so that the abandoned road right-of-way can be made a part of the actual development of the Villa Rica Housing Authority project.

The City is not abandoning that portion of Walnut Drive coming off of Dallas Highway which serves one adjacent property owner other than the Housing Authority.

STAFF RECOMMENDATION: Staff recommends that the Council approve the abandonment of Walnut Drive and the approval of the Agreement transferring the abandoned road right-of-way to the Villa Rica Housing Authority.

MOTION: a) I move to abandon that portion of the public right-of-way of Walnut Drive as shown on the attached drawing; b) I move to approve the Agreement transferring the abandoned portion of Walnut Drive to the Villa Rica Housing Authority pursuant to the Agreement attached hereto.



Overview



Legend

- Parcels
- Roads

Parcel ID	V04 0060001	Owner	VILLA RICA HOUSING AUTHORITY	Last 2 Sales			
Class Code	Exempt		PO BOX 665	Date	Price	Reason	Qual
Taxing District	VILLA RICA		VILLA RICA, GA 30180	11/12/2019	0	LG	U
Acres	6.4	Physical Address	200 WALTON WAY	10/1/1987	0	RW	U
		Assessed Value	Value \$3560869				

(Note: Not to be used on legal documents)

Date created: 6/26/2023

Last Data Uploaded: 6/23/2023 6:00:17 PM

Developed by  Schneider
GEOSPATIAL

— Portion of
Walnut Drive to
be abandoned + transferred
to Villa Rica Housing
authority

RESOLUTION

WHEREAS, the City of Villa Rica is the owner of a public road currently known as Walnut Drive located within the City of Villa Rica; and

WHEREAS, Walnut Drive is shown on a plat attached hereto as Exhibit A; and

WHEREAS, much of Walnut Drive is incorporated into a development owned by the Villa Rica Housing Authority known as Walton Trails Phases I and II; and

WHEREAS, the portion of Walnut Drive which has been incorporated within Walton Trails Phases I and II no longer serves a public purpose; and

WHEREAS, the City of Villa Rica has taken steps to receive the consent and permission from the Villa Rica Housing Authority to close that portion of Walnut Drive shown on Exhibit A highlighted in blue; and

WHEREAS, that portion of Walnut Drive shown on Exhibit A highlighted in green shall remain as a public road.

NOW THEREFORE, be it hereby resolved by the Mayor and Council of the City of Villa Rica that the portion of Walnut Drive highlighted in blue on Exhibit A is hereby abandoned as a public roadway.

IT IS FURTHER RESOLVED that the portion of Walnut Drive highlighted in green on Exhibit A shall remain a part of the public road system of the City of Villa Rica.

IT IS SO RESOLVED on this _____ day of July, 2023.

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk

**INTERGOVERNMENTAL AGREEMENT RELATING
TO WALNUT DRIVE IN THE CITY OF VILLA RICA**

This **AGREEMENT** (the “Agreement”) is made on this _____ day of July, 2023 by and between the **CITY OF VILLA RICA, GEORGIA** (the “City”) and **THE HOUSING AUTHORITY OF THE CITY OF VILLA RICA, GEORGIA**, a public body corporate in politic, organized and existing under the laws of the State of Georgia (the “Authority”).

W I T N E S S E T H:

WHEREAS, the City of Villa Rica has abandoned a part of its public road system known as Walnut Drive as shown highlighted in blue on the attached Exhibit A; and

WHEREAS, the City of Villa Rica does desire to dispose of the abandoned portion of Walnut Drive; and

WHEREAS, the abandoned portion of Walnut Drive is wholly encompassed within the City of the authorities development known as Walton Trail Phases I and II; and

WHEREAS, the City of Villa Rica does desire to encourage the Authority to expand and improve its public housing facilities within the City of Villa Rica.

NOW, THEREFORE, BE IT HEREBY agreed between the parties as follows:

1. The City of Villa Rica shall transfer the abandoned right-of-way of Walnut Drive, as shown highlighted in blue on Exhibit A, to the Authority by quitclaim deed.
2. The Authority shall incorporate the abandoned portion of Walnut Drive, as shown highlighted in blue on Exhibit A, into the construction, development, and continued maintenance of its project known as Walton Trial Phases I and II.
3. Pursuant to this Intergovernmental Agreement, the Authority shall utilize the portion of Walnut Drive deeded to it hereunder to improve public housing within the City of Villa Rica.

This _____ day of July, 2023.

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk

(signatures continue on the following page)

HOUSING AUTHORITY OF THE
CITY OF VILLA RICA

By: _____
Executive Director

Attest:



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Settlement of Opioid Litigation with Publix Corporation

AGENDA DATE: July 11, 2023

DATE PREPARED: June 6, 2023

PREPARED BY: C. David Mecklin, Jr. & Kevin W. Drummond, City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

BACKGROUND INFORMATION: The City of Villa Rica has been a participant in the statewide litigation involving opioids over the past few years. A Council has recently reached an agreement with Publix to settle any and all claims against Publix. In order to participate in the settlement, it is necessary for the City to enact the attached Resolution.

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: A settlement agreement with Publix was reached concerning the opioid litigation that has been pending. There is no reason for the City of Villa Rica not to participate in the proceeds of that settlement. Therefore, staff recommends approval of the proposed Resolution.

MOTION I move to approve the attached Resolution to settle the City of Villa Rica's claim with Publix and hereby authorize the Mayor to execute the same.

**RESOLUTION OF CITY OF VILLA RICA, GEORGIA (“CITY”)
AGREEING TO SETTLE WITH PUBLIX SUPER MARKETS, INC.
CONCERNING THE PRESCRIPTION OPIOID LITIGATION**

WHEREAS, the City initiated litigation against certain manufacturers, distributors, and pharmacy chains in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, defendant Publix Super Markets, Inc. (“Publix”) has separately reached a settlement framework with certain local government entities;

WHEREAS, certain Georgia local government entities seek to resolve the litigation with Publix and maximize the recovery from this settlement; and

WHEREAS, the City desires to agree to settle with Publix;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VILLA RICA COUNCIL,
AS FOLLOWS:

Section 1. The City Council, as the governing body of the City, hereby agrees to settle with PUBLIX and to be bound by the Release and

Section 2. The City Council hereby appoints _____ as the duly appointed representative of the City for the purposes of agreeing to be bound by the settlement agreement.

Section 3. The City Council directs the duly appointed representative of the City to execute the settlement agreement with Publix upon such terms approved by the Manager with the advice of the City Attorney.

Section 4. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the City Council, held on April ___, 2023.

Gil McDougal, Mayor
Villa Rica City Council

ATTEST:

Theresa Campbell, City Clerk
(CITY SEAL)

CITY OF VILLA RICA
ORDINANCE

WHEREAS, Sec. 3.12 of the City Charter of the City of Villa Rica provides for the appointment of members to Boards, Commissions and Authorities of the City; and

WHEREAS, the Mayor and Council wish to establish a uniform system for service for members of Boards, Commissions, and Authorities; and

NOW, THEREFORE, be it hereby ordained by the Mayor and Council of the City of Villa Rica that Sec. 2-30 of the Code of Ordinances of the City of Villa Rica be adopted as follows:

1. **Section 2-30 – Terms for members of Boards, Commissions and Authorities.** All terms of office for all members of Boards, Commissions and Authorities of the City shall run from January 1 until December 31 of each year during the term of office. The purpose of this revision is to conclude the service of each member appointed to a Board, Commission and Authority during their term of service on December 31 of the final year of that term. Each member of a Board, Commission and Authority shall continue in office until their successor has been duly appointed according to law.
2. Upon adoption of this Ordinance, the City Clerk shall notify all current members of Boards, Commissions and Authorities within the City when their term of office shall expire and shall further prepare a master list of the expiration of the terms for all members of Boards, Commissions and Authorities within the City.

IT IS SO ORDAINED on this the _____ day of April, 2023.

Gil McDougal, Mayor
City of Villa Rica, Georgia

Attest:

Theresa Campbell, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Intergovernmental Agreement relating to Eastside Tax Allocation District and Intergovernmental Development Agreement

AGENDA DATE: July 11, 2023

DATE PREPARED: July 7, 2023

PREPARED BY: C. David Mecklin, Jr., City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: Throughout the past year, the City of Villa Rica has been in discussions with Carroll County concerning the County's participation in the Eastside Tax Allocation District located within the City of Villa Rica. The City has previously entered into a similar agreement with the Carroll County School District. Although the initial round of talks with the County did not result in any agreement, renewed discussions have led to a proposed agreement between the City and County related to both the Eastside Tax Allocation District as well as a development agreement related to a new fire station located within the City of Villa Rica. On June 29, 2023, the County approved the draft of both the Intergovernmental Agreement relating to the Eastside Tax Allocation District and the proposed Intergovernmental Development Agreement between the City and the County concerning the proposed new fire station. Both documents are attached as Exhibits 1 and 2. If approved, the County would become partners with the City on the funding of improvement projects within the Eastside Tax Allocation District. Further, the City and the County would establish an agreement as it relates to the construction and development of the new fire station located within the city limits of Villa Rica.

STAFF RECOMMENDATION: Staff recommends that the Council approve both the Intergovernmental Agreement relating to the Eastside Tax Allocation District and the Intergovernmental Development Agreement related to the construction of a new fire station within the City.

MOTION: A) I move to approve the Intergovernmental Agreement relating to the Eastside Tax Allocation District between the City and Carroll County as attached hereto; and

B) I move to approve the Intergovernmental Development Agreement between the City and Carroll County as it relates to the construction and development of a new fire station within the city limits of Villa Rica as attached hereto.

RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CARROLL COUNTY AD VALOREM PROPERTY TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT FOR THE CITY OF VILLA RICA EASTSIDE TAX ALLOCATION DISTRICT; AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE EASTSIDE TAX ALLOCATION DISTRICT AND THE DEVELOPMENT AGREEMENT, AND FOR OTHER RELATED PURPOSES

WHEREAS, the City of Villa Rica, Georgia (the “City”) has the right to exercise redevelopment powers under the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*, as amended) pursuant to 2018 Georgia Laws p. 3742 as approved by a majority of the voters in a referendum held on November 6, 2018;

WHEREAS, pursuant to the Redevelopment Powers Law, the Mayor and City Council of the City, by resolution adopted on December 8, 2020 (the “City Resolution”), adopted the Villa Rica Redevelopment Plan (as amended, the “Redevelopment Plan”) and established the redevelopment area (the “Redevelopment Area”) and Eastside Tax Allocation District (the “TAD”) as shown in the City Resolution; and

WHEREAS, copies of the City Resolution and the Redevelopment Plan have been furnished to the Board of Commissioners of the Carroll County (the “Board of Commissioners”); and

WHEREAS, the City Resolution provides that the City has made certain findings with respect to the Redevelopment Plan, the Redevelopment Area and the TAD, including the following:

(a) the Redevelopment Area on the whole has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan; and

(b) the implementation of the Redevelopment Plan on the whole is likely to enhance the value of a substantial portion of the real property in the Redevelopment Area; and

WHEREAS, the City Resolution provides that the City may to pursue the issuance of tax allocation bonds or obtain other forms of commercial financing from time to time as may be necessary to implement certain components of the Redevelopment Plan (the “Debt”); and

WHEREAS, the City has requested that the Board of Commissioners grant its consent to the inclusion of the Carroll County (the “County”) incremental ad valorem real property taxes generated within the TAD for the purpose of carrying out the Redevelopment Plan in accordance with O.C.G.A. § 36-44-9(c); and

WHEREAS, the Redevelopment Plan analyzes the short-term and long-term effect that the TAD will have on the County and concludes that the potential revenue impact on the County will be minimal in the short-term and positive in the long-term; and

WHEREAS, the Board of Commissioners has determined that its consent to the inclusion of its ad valorem real property taxes in the computation of the tax allocation increments of the TAD is conditioned upon the City and the Board of Commissioners entering into that certain Intergovernmental Agreement substantially in the form attached hereto as Exhibit A (the "Intergovernmental Agreement"); and

WHEREAS, the Board of Commissioners has determined that its consent to the inclusion of its ad valorem real property taxes in the computation of the tax allocation increments of the TAD is conditioned upon the City entering into a Development Agreement substantially in the form attached hereto as Exhibit B (the "Development Agreement") with the County on or before the execution and delivery of the Intergovernmental Agreement, whereby the City shall agree to provide certain infrastructure improvements and waive any development and other approvals for the County's proposed new Villa Rica Fire Station No. 9 at 746 West Bankhead Highway in the City of Villa Rica, in order for the County to provide fire service for the City of Villa Rica pursuant to the Service Delivery Strategy Agreement, thereby benefitting the City and the County by promoting, health, welfare, and general benefits to the citizens of the City and the County;

WHEREAS, the Board of Commissioners finds that it is in the best interest of the citizens of the County that the County participate in the TAD so as to maximize the redevelopment potential of the Redevelopment Area;

WHEREAS, the Board of Commissioners now wishes to consent to inclusion of County ad valorem property taxes on real property and personal property located in the TAD in the computation of tax allocation increment of the TAD, subject to the terms and conditions of this Resolution and the terms and conditions of the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, and it is hereby resolved by the authority of the same, as follows:

Section 1. Subject to Section 2 hereof, the Board of Commissioners of Carroll County, as permitted by the Redevelopment Powers Law, does hereby consent to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the tax allocation increment for the TAD in accordance with the Redevelopment Powers Law.

Section 2. The consent set forth in Section 1 is given subject to, conditioned upon, and shall be effective upon, the City and the Board of Commissioners entering into (a) the Intergovernmental Agreement substantially in the form attached hereto as Exhibit A with such changes as may be approved by the Chairman and the County Attorney, and (b) the Development

Agreement substantially in the form attached hereto as Exhibit B with such changes as may be approved by the Chairman and the County Attorney.

Section 3. The Chairman of the Board of Commissioners and the attorney for the Board of Commissioners are hereby authorized to negotiate and approve the final form of the Intergovernmental Agreement and the Development Agreement on behalf of the Board of Commissioners, and the Chairman of the Board of Commissioners is authorized to execute and deliver the Intergovernmental Agreement and the Development Agreement on behalf of the Board of Commissioners, and such execution and delivery of the Intergovernmental Agreement and the Development Agreement shall be conclusive evidence that said agreements have been authorized and approved pursuant to this Resolution. The County Clerk is hereby authorized to attest such execution of the Intergovernmental Agreement and the Development Agreement.

Section 4. All acts and doings of the officers, commissioners, agents and employees of the County in conformity with the purposes and intent of this Resolution and in the furtherance of the execution, delivery and performance of the Intergovernmental Agreement and Development Agreement are in all respects hereby approved and confirmed.

Section 5. The Resolution shall be effective immediately upon its adoption. All resolutions and parts of resolutions in conflict with this resolution are hereby rescinded to the extent of any such conflict. This Resolution may be executed in multiple counterparts, each of which shall constitute one and the same document.

ADOPTED by the Board of Commissioners on this 29th day of June, 2023.

Lyndelle Morgan
Chairman, Board of Commissioners

Attest:

Lynda Bingham
County Clerk



EXHIBIT A

FORM OF INTERGOVERNMENTAL AGREEMENT

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT

CLERK'S CERTIFICATE

The undersigned County Clerk, charged with managing the records of the Carroll County, Georgia (the "County"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners on June 29th, 2023 at meeting that was duly called and assembled and that was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the County, this 29th day of June, 2023.

(SEAL)




County Clerk

STATE OF GEORGIA

COUNTY OF CARROLL

**INTERGOVERNMENTAL AGREEMENT
RELATING TO EASTSIDE TAX ALLOCATION DISTRICT**

This **INTERGOVERNMENTAL AGREEMENT** (“**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and among the **CITY OF VILLA RICA, GEORGIA**, a municipal corporation of the State of Georgia (the “**City**”) and **CARROLL COUNTY** (the “**County**”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (the “**Board of Commissioners**”).

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree, as follows:

**ARTICLE 1
DEFINITIONS**

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

1.1 “**Agreement**” or “**Intergovernmental Agreement**” means this Intergovernmental Agreement among the City and the County.

1.2 “**Approved Projects**” means the infrastructure improvements in Node 1, Node 2 and Node 3 of the TAD more particularly described on Exhibit A .

1.3 “**Board of Commissioners**” means the Board of Commissioners of the County.

1.4 “**Bond Year**” means the twelve-month period beginning on the day after the principal payment date for the Covered Bonds and ending on the principal payment date on the Covered Bonds. For example, if the principal payment on the Covered Bonds is January 1, the Bond Year is January 2 through the following January 1.

1.5 “**City**” means the City of Villa Rica, Georgia.

1.6 “**City Council**” means the city council of the City.

1.7 “**City Resolutions**” means (a) that certain resolution or motion adopted by the City Council on November 10, 2020 appointing the Redevelopment Agency, (b) that certain

resolution adopted by the City Council on December 8, 2020, approving and establishing the 2020 Redevelopment Plan, creating the TAD, and addressing other related matters, (c) that certain resolution adopted by the City Council of the City on _____, 2023, *inter alia*, approving and authorizing the execution, delivery and performance of this Agreement.

1.8 “**County**” means Carroll County, Georgia.

1.9 “**County Resolution**” means that certain resolution adopted by the Board of Commissioners on June 29, 2023, *inter alia*, approving this Agreement and consenting to the inclusion of certain ad valorem property taxes in the computation of the Tax Allocation Increments for the TAD.

1.10 “**County Tax Allocation Increment**” means portion of the Tax Allocation Increment for the TAD in each calendar year attributable to the County’s maintenance and operation ad valorem property taxes levied on real property within the TAD. The County Tax Allocation Increment shall not include ad valorem taxes on personal property or ESPLOST taxes. For the avoidance of doubt, nothing herein shall be construed to limit or constrain in any way the County’s rights under applicable law to increase or decrease its millage rate.

1.11 “**Covered Bonds**” means the TAD Financing Obligations used to finance the Approved Project, which bonds or debt shall not exceed \$21,200,000, as described in Section 3.12.

1.12 “**Current Southernmost Parcel**” means the parcel of land commonly known as Tax Parcel ID No. V08 0010002 owned by Morris/Shackleford Investments and shown on Exhibit C.

1.13 “**Development Agreement**” means that certain development agreement, dated as of _____, 2023, by and between the County and the City regarding the acquisition, construction, development and equipping of a new County fire station located outside the TAD.

1.14 “**Effective Date**” means the day this Agreement is executed and delivered by the parties, the Joint Committee is approved and established by the City, and the Development Agreement is executed and delivered by the parties.

1.15 “**ESPLOST**” means a sales tax for education purposes authorized and levied pursuant to O.C.G.A. Section 48-8-140 et seq.

1.16 “**Excess Tax Allocation Increment**” means any amount remaining in the Special Fund on the first day of the Bond Year which is not reasonably expected to be needed to pay debt service on the Covered Bonds in the Bond Year.

1.17 “**Financing Documents**” means, collectively and each respectively, each bond resolution, bond ordinance, note resolution, note ordinance, trust indenture, loan agreement, financing agreement or other document pursuant to which one or more series of TAD Financing Obligations is issued.

1.18 **“First Amendment to Redevelopment Plan”** means the First Amendment to the Redevelopment Plan needed to include the Approved Project in the Redevelopment Plan.

1.19 **“Joint Committee”** means the joint committee to be established by the City and the School District, with representation by the County, to review and render opinions on, among other things, annexations south of the current southernmost part of the City, residential developments south of I-20 and high-density residential development within the City.

1.20 **“Node 1, Node 2, Node 3 and Node 4”** means the areas within the TAD as described in Exhibit B.

1.21 **“Redevelopment Agency”** means the City Council as the redevelopment agency for the Redevelopment Area designated by the City in accordance with the Redevelopment Powers Law.

1.22 **“Redevelopment Area”** means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Resolutions and designated as the “Redevelopment Area”, as more fully described in the City Resolutions and the Redevelopment Plan. The TAD and the Redevelopment Area are coextensive at this time.

1.23 **“Redevelopment Costs”** shall have the meaning set forth in O.C.G.A. §36-44-3(8).

1.24 **“Redevelopment Plan”** means the 2020 Redevelopment Plan approved by the City.

1.25 **“Redevelopment Powers Law”** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.26 **“Redevelopment Project”** has the meaning provided in the Redevelopment Plan.

1.27 **“Scheduled Debt Service Payments”** means the aggregate scheduled principal and interest payments on the TAD Financing Obligations in each calendar year in accordance with the Financing Documents, which shall include any scheduled sinking fund redemption payments on the TAD Financing Obligations in such year.

1.28 **“Special Fund”** means the special fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c).

1.29 **“School System”** means the Carroll County School System.

1.30 **“School System IGA”** means that certain intergovernmental agreement, dated as of June 1, 2023, between the School System and the City with respect to the TAD.

1.31 **“TAD”** means that certain tax allocation district (as defined in O.C.G.A. §36-44- 3(13)) created by the City and designated “Tax Allocation District Number 1 - City of

Villa Rica, Georgia,” to be generally known as the “Eastside Tax Allocation District,” as more fully identified in the Redevelopment Plan.

1.32 **“TAD Financing”** means methods of financing Redevelopment Costs within the TAD including TAD Financing Obligations and pay-as-you-go funding directly from the Special Fund without any financing obligations.

1.33 **“TAD Financing Obligations”** means those certain tax allocation bonds, notes or other obligations issued by the City in accordance with O.C.G.A. §36-44-3(12), or funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16 with respect to the TAD, that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.

1.34 **“Tax Allocation Increment”** means the amount of the tax allocation increment with respect to the TAD, as provided in O.C.G.A. §36-44-3(14).

1.35 **“Tax Allocation Increment Base”** means the taxable value of all taxable property subject to ad valorem property taxes as certified by the state revenue commissioner, located within the TAD on December 31, 2020, as defined in O.C.G.A. §36-44-3(15).

1.36 **“Term”** means the term of this Agreement as prescribed in Section 5.12 hereof.

ARTICLE 2

RECITALS; REPRESENTATIONS

2.1 The creation of the TAD, the redevelopment and improvement of the TAD, and the development of the Approved Projects in the TAD are expected to result (in addition to increased Tax Allocation Increments) in certain other increased revenues to (a) the City, which may include, without limitation, (i) certain one-time revenues such as increased building permit fees and inspections fees, and (ii) certain on-going annual revenues such as increased sales tax revenues, business licenses, regulatory licenses and taxes and hotel/motel taxes; (b) the School System, increased ESPLOST revenues. The parties to this Agreement, however, acknowledge that the aforesaid recitals concerning certain other increased revenues are included in this Agreement solely as recitals and shall have no impact or effect on the other terms of this Agreement.

2.2 Representations of the City.

The City makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The City has taken measures to create the TAD effective as of December 31, 2020 pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolutions. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolutions.

2.2.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the other real property in the TAD.

2.2.3 The use of Tax Allocation Increment to pay the principal of and interest on the Covered Bonds is a Redevelopment Cost.

2.2.4 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract, for any period not exceeding fifty (50) years, with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement.

2.2.6 This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.2.7 Node 3, as identified in Exhibit B, is zoned to restrict single family detached and single family attached to residents 55 years of age or older.

2.3 **Representations of the County.**

The County makes the following representations as the basis for the undertakings on its part herein contained:

2.3.1 The County is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract, for any period not exceeding fifty (50) years, with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.3.2 The County has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement.

2.3.3 This Agreement is a valid and binding legal obligation of the County, enforceable against the County in accordance with its terms.

ARTICLE 3
COUNTY PARTICIPATION IN TAD; COMPUTATION
AND USE OF TAX INCREMENT; FINANCIAL REPORTING; TERM

3.1 County Participation in TAD; Limitation of Obligation.

3.1.1 Pursuant to the County Resolution and this Agreement, the County consents and agrees to the inclusion of the County Tax Allocation Increment in the computation of the Tax Allocation Increment in accordance with the Redevelopment Powers Law, subject to the terms and conditions provided herein.

3.1.2 The County's participation in the TAD shall be limited to a thirty (30) year period, or the final payment on the Covered Bonds (hereinafter defined), whichever comes earlier, commencing December 31, 2024 and ending December 31, 2054 (notwithstanding the term of the hereinafter described Covered Bonds), after which time the County Tax Allocation Increment shall no longer be included in the computation of the Tax Allocation Increment, and no additional County ad valorem property taxes shall be paid to the Special Fund.

3.1.3 The County shall have no other financial obligation as a result of the redevelopment and improvement of the TAD or the Approved Project other than the inclusion of County Tax Allocation Increment in the computation of the Tax Allocation Increment as provided herein. Without limiting the foregoing, the Covered Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the County.

3.2 **Use of County Tax Allocation Increment.** County Tax Allocation Increment shall be used solely to pay principal and interest on a single issue of TAD Financing Obligations issued to finance the Approved Projects, which bonds or debt shall not exceed \$21,200,000 (the “**Covered Bonds**”). TAD Financing Obligations issued solely for the purpose of refunding Covered Bonds to achieve debt service savings shall not be deemed to be additional Covered Bonds, so long as the total par amount of such refunding bonds, together with the original aggregate par amount of Covered Bonds remaining after such refunding, shall not exceed \$21,200,000.

3.2.1 Redevelopment Costs financed with proceeds from the sale of Covered Bonds shall only be incurred to finance the Approved Projects, capitalized interest (if needed), the costs of issuance of the Covered Bonds and the payment of principal, interest, and redemption premium, if any, thereon and any required debt service reserve payments therefor.

3.2.2 In the event that costs of administration of the TAD exceed 2% of the Covered Bonds proceeds, no portion of the County's tax increment shall be used to fund administrative costs of the TAD in excess of 2% of the Covered Bonds proceeds.

3.3 **Computation of Increment.** The City and the County hereby agree that the Tax Allocation Increment Base for the TAD, which has been certified by the State Revenue Commissioner as of December 31, 2020, is currently \$2,769,564.

3.4 **Annual Financial Reporting.** The City shall provide to the County an annual financial report by January 30 of each calendar year showing the amount and use of Tax

Allocation Increment for the previous calendar year and projected for that calendar year. The first annual financial report shall be delivered by January 30, 2024. Each annual financial report provided to the School District shall be at least as comprehensive as the financial reports of the TAD provided to the City Council.

3.5 **Excess Tax Allocation Increment.**

3.5.1 Unless otherwise agreed to in writing by the County, in the event that the TAD recognizes any Excess Increment (as defined below) with respect to a tax year, the portion of the Excess Increment attributable to the County's share of ad valorem property taxes in the TAD shall, within ninety (90) days after the end of such calendar year, be paid back to the County.

3.5.2 For purposes hereof, "**Excess Increment**" shall mean the amount of positive Tax Allocation Increments collected in the TAD each year, less the sum of the following components: (a) the amount of any payments payable to the County as provided in Article 4 of this Agreement, to the extent such payments are paid from the Special Fund; plus (b) any other payments in lieu of taxes and related or similar payments required to be made to the School System pursuant to the School System IGA, to the extent such payments are paid from the TAD Special Fund; plus (c) the amount required to provide for the payment of scheduled principal and interest payments, including any scheduled sinking fund redemption payments, and any debt service reserve payments, on outstanding Covered Bonds.

3.6 **Term of Agreement.** The term of this Agreement (the "**Term**") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until the earlier of (a) August 1, 2023 if the City has not satisfied the covenant in Section 4.1 (Joint Committee), (b) December 31, 2024, if no Covered Bonds have been issued prior to December 31, 2024, (c) the date the Covered Bonds have been paid in full or provision has been made for their payment and (d) December 31, 2054 (notwithstanding the term of the Covered Bonds).

3.7 Upon the termination or expiration of the Term, (a) any PILOT Payment (as defined in Section 4.9) not yet paid to the County for such calendar year and any County Tax Allocation Increment not already allocated to Covered Bonds or not needed to pay the Covered Bonds for such Bond Year shall be immediately due and payable to the County, (b) County Tax Allocation Increment shall no longer be included in the computation of Tax Allocation Increment, and (c) no additional County ad valorem property taxes shall be paid to the Special Fund.

ARTICLE 4 OTHER COVENANTS

4.1 **Joint Committee.** The City shall take all necessary steps to approve and establish the Joint Committee, with equal representation of the City and the School District, by August 1, 2023. For the avoidance of doubt, the Joint Committee shall provide for two representatives of Carroll County to be appointed to the Joint Committee, but approval of the County shall not be necessary for the establishment of the Joint Committee. The Joint Committee shall have a limited time to review the applications and provide its reports (the "**Joint Committee Review Process**"). The Joint Committee Review Process shall be determined by the

organizational documents approved by the City and the School District, in consultation with the County.

4.2 **Covered Bonds.** The City shall be responsible for all aspects of the issuance of the Covered Bonds, including, but not limited to, the selection of the professionals engaged to assist with the issuance of the Covered Bonds. The City shall include an optional prepayment or redemption provision for the Covered Bonds so that Covered Bonds may be prepaid/redeemed with excess tax allocation increment as available. The City shall prepay/redeem the Covered Bonds with excess tax allocation increment on the first day of each Bond Year.

4.3 **Amendments to Redevelopment Plan.** The City shall draft and approve the First Amendment to Redevelopment Plan in accordance with the Redevelopment Powers Law. The First Amendment shall not change the description of the Approved Projects. The County may terminate its consent with respect to future Covered Bonds (but not with respect to already-issued Covered Bonds) in the event that the mix of uses within the TAD deviates substantially from that which is described in the Redevelopment Plan. The City shall not further amend the Redevelopment Plan without the written consent of the County.

4.4 **No Annexation.**

4.4.1 The County and the City agree that it is beneficial for the public good and welfare, affected landowners, taxpayers, and both parties to cooperatively plan for future land use, delivery of services and infrastructure needed for the areas adjoining the city limits of the City of Villa Rica which are located in the unincorporated area of the County. Therefore, the City agrees that it shall not, and shall not consent to or participate in any efforts by other parties to, annex additional real property into the TAD, or any property into the city limits of the City, during the Term of this Agreement which is contiguous to or south of the Current Southernmost Parcel of land within the City without first obtaining the report of the Joint Committee on such annexation.

4.4.2 For any property that the City shall consider annexing contiguous to or south of said Current Southernmost Parcel, the City shall consult with the Joint Committee prior to consenting to or participating in any efforts by other parties to annex, additional real property or approving such annexation.

4.4.3 Furthermore, the City agrees that if it annexes into the City any additional property, then the City agrees that the City, or the owner of the property being annexed, shall be responsible for, at its sole expense, all infrastructure improvements (streets, roads, utilities, traffic signals, utilities, etc., including without limitation improvement of the intersection of S. Van Wert Road, Ithica Gin Road, and Highway 61) needed or advisable as a result of the annexation and the proposed development within said annexed area, and the County shall have no responsibility therefor.

4.5 **Commercial and Industrial Development.** The City shall encourage commercial, industrial and retail development along Highway 61, south of I-20, and any such development shall not be subject to Joint Committee review.

4.6 **Residential Development South of I-20 and High-Density Development.**

The City shall not allow Planning and Zoning to review any application for a residential development south of I-20 or a multi-family or high-density residential development unless the Joint Committee has completed the Joint Committee Review Process. The City shall amend its zoning ordinance by October 31, 2023 to the extent necessary to accomplish the foregoing. For purpose of this Agreement, “high density residential development” shall be considered to be any residential development greater than R-1.

4.7 **Update to Comprehensive Plan and Future Land Use Map.** Prior to October 31, 2023, the City shall update its comprehensive plan and future land use map. The School District shall have an opportunity to participate in the Comprehensive Plan development and update.

4.8 **Future Fire Station.**

4.8.1 **Site.** The City shall transfer ownership of certain land (as determined by mutual agreement of the City and the County) to the County free of charge (the “Site”) by limited warranty deed for construction of a fire station. The Site, the fire station and all improvements and equipment related thereto shall be owned by the County. The City shall a right of first refusal to repurchase the land at fair market value if the County does not make a committed plan for new construction of a fire station on the Site by the later of (a) payment in full of the Covered Bonds or 10 years from the effective date of the limited warranty deed transferring title to the County.

4.8.2 **City Infrastructure Assistance.** In furtherance of the County’s construction of the future fire station, the City agrees to (a) rebuild South Street from Hwy 78 to the rear of GSP building site and (b) widen the turn radius of Hwy 78/South Street, in each in accordance with such terms and conditions as the parties shall mutually and reasonably agree.

4.8.3 **City Waiver of Fees.** In furtherance of the County’s construction of all future fire stations within the incorporated limits of the City, the City agrees to waive, or cause to be waived, all building permit fees and all water and sewer tap fees otherwise applicable to the construction of any future fire station.

4.10 **PILOT Payments.** The City shall pay to the County, from all lawfully available funds, including SDS insurance premiums, payments in amounts set forth below no later than January 1 of each calendar year as set forth below (the “**PILOT Payments**”):

<u>Year</u>	<u>PILOT Payment</u>
2024	\$100,000
2025	\$200,000
2026	\$300,000
2027	\$400,000
2028	\$500,000
Annually thereafter for the life of the Covered Bonds	\$500,000

The parties agree that any future SDS insurance premium agreement will be offset by the foregoing PILOT Payments. For the avoidance of doubt, the PILOT Payments shall not be paid from any TAD Financing or from the proceeds of any TAD Financing Obligations or Covered Bonds.

ARTICLE 5 MISCELLANEOUS

5.1 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

5.2 **Reimbursement of Costs Incurred to County.** The City shall reimburse the County's reasonable transaction costs relating to the TAD, including but not limited to legal, consulting and other fees and expenses, including such fees incurred by the Tax Assessors’ office, relating to the this Agreement. Reimbursement shall be remitted within 30 days after the submission of invoices for an amount not to exceed \$25,000. Such costs may be paid with the proceeds of the Covered Bonds. However, the City’s obligation to reimburse such costs is not contingent on the issuance of the Covered Bonds.

5.3 **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

5.4 **Survival of Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

5.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

5.6 **Amendments.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the parties hereto, together with an acknowledgment signed on behalf of the School System. Any amendment, supplement or other modification of this Agreement shall also be simultaneously made to the School System IGA to the extent necessary to keep the two agreements substantially similar. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the respective parties hereto. No amendment shall be made that impairs the rights of the holder of any outstanding TAD Financing Obligations, except as permitted by the related Financing Documents.

5.7 **Approval of Agreement by All Parties.** This Agreement is conditioned upon the execution of a substantially similar agreement between the City and the Carroll County School Board. Any subsequent amendments to either IGA must be substantially similar and approved by all the entities.

5.8 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY:

City of Villa Rica, Georgia
571 W. Bankhead Hwy
Villa Rica, Georgia 30180
Attention: City Manager

With a copy to:

Tisinger Vance, P.C.
100 Wagon Yard Plaza
Carrollton, GA 30117
Attention: C. David Mecklin, Jr.

CARROLL COUNTY:

Carroll County Board of Commissioners
P.O. Box 338
Carrollton, Georgia 30112
Attn: Chairman

With a copy to:

Tisinger Vance, P.C.
100 Wagon Yard Plaza
Carrollton, GA 30117
Attention: Stacey Blackmon, Esq.

5.9 **Severability**. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

5.10 **Limitation of Rights**. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date.

CITY OF VILLA RICA, GEORGIA

By: _____
Gil McDougal, Mayor

Attest: _____
City Clerk

[SEAL]

CARROLL COUNTY

By: _____
Michelle Morgan, Chairman
Carroll County Board of Commissioners

Attest: _____
County Clerk

[SEAL]

EXHIBIT A

Approved Project Description

The major components of the Approved Project are set forth below:

- Construct two new, single-lane roads to improve connectivity between the City's downtown, the Mirror Lake community and Tanner Hospital. The location of the roads is shown in red on Exhibit B. Sections of the travel lanes will be separated by a landscaped median with turn lanes. A roundabout will be constructed at the intersection of the Mirror Lake Connector and Cleghorn Street. Pavement will be striped as needed.
- Both roads will have a walking trail on one side of the road and a golf cart path on the other.
- Install streetlights where needed on the roads.
- Install an adjacent 10-inch water line along each road.
- Install the stormwater system needed for the roads.
- Install at least three creek crossings.

EXHIBIT B

Map of Node 1, Node 2, Node 3 and Node 4

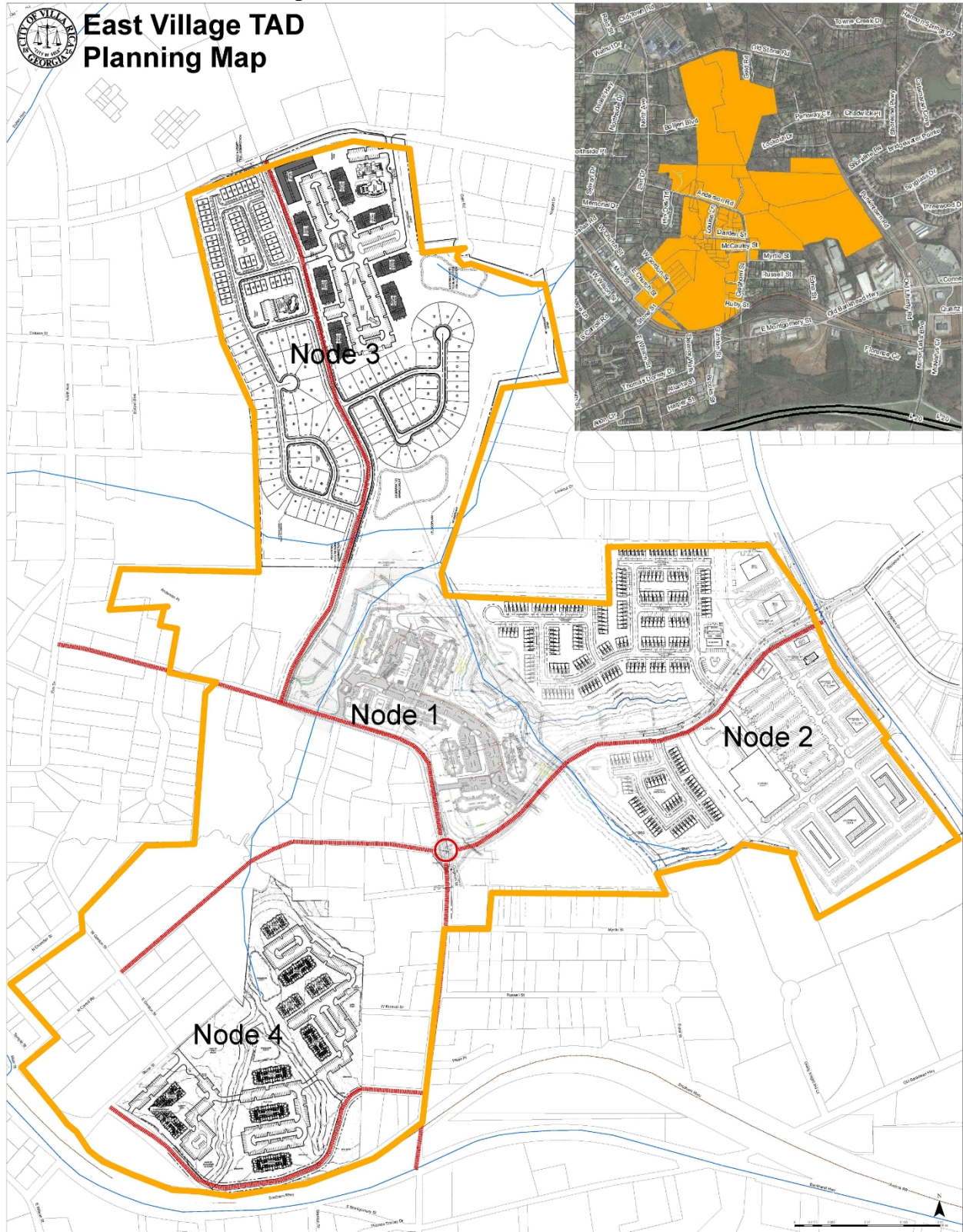
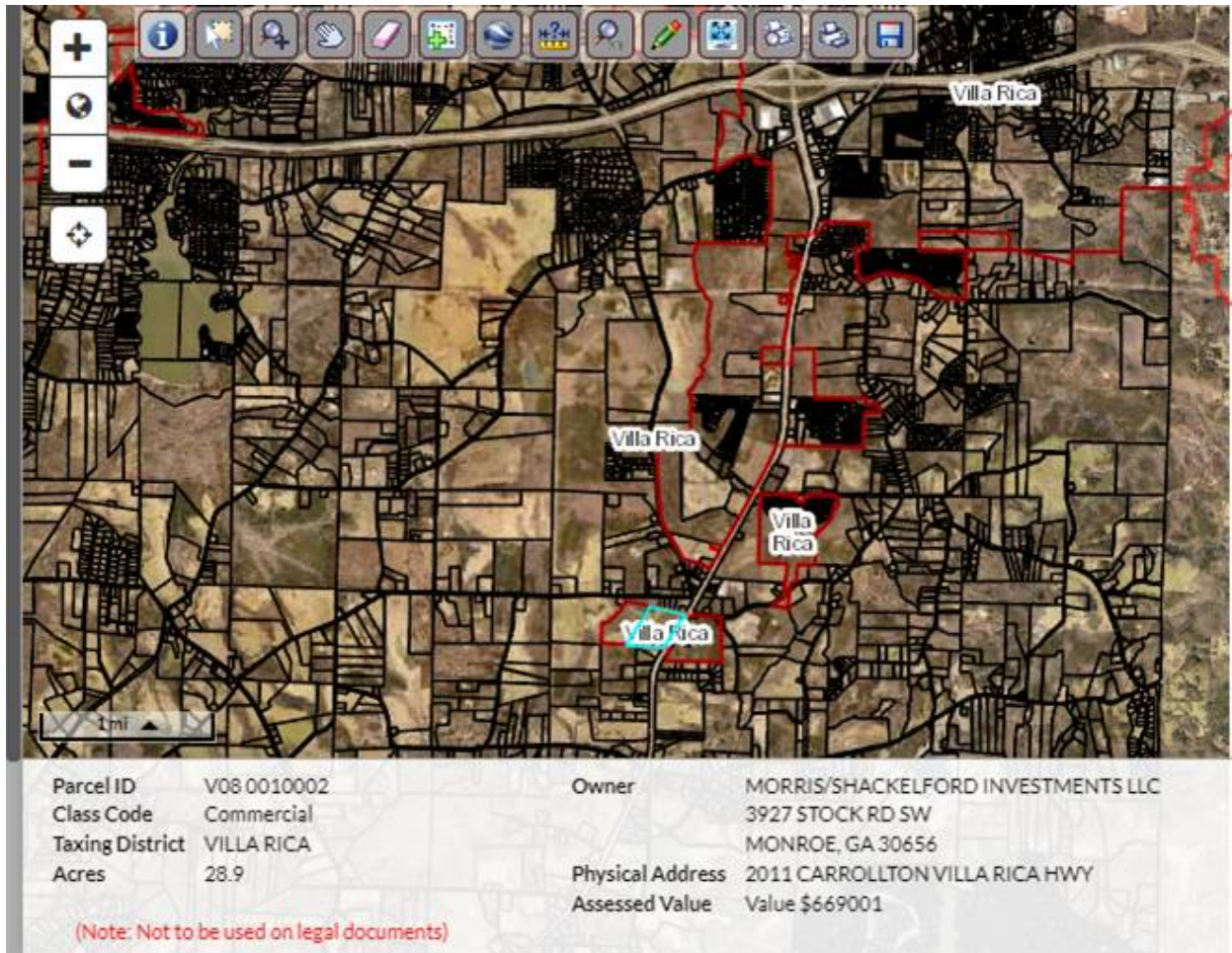


EXHIBIT C



INTERGOVERNMENTAL DEVELOPMENT AGREEMENT

This Agreement dated as of the _____ day of _____, 2023, is made by and between the **CITY OF VILLA RICA, GEORGIA** (the “City”), a municipal corporation of the State of Georgia, and **CARROLL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the “County”).

W I T N E S S E T H:

WHEREAS, the County owns that certain parcel of land located at 746 West Bankhead Highway, Villa Rica, Georgia, being Tax Parcel I.D. No. V07 0110007 (the “Subject Property”); and

WHEREAS, the County currently maintains a fire station within the city limits of Villa Rica at the Subject Property and provides fire services to the City, pursuant to the Service Delivery Strategy Agreement between the City and the County; and

WHEREAS, it is desirable for the City and the County to continue to have a fire station in the City of Villa Rica to provide fire services; and

WHEREAS, the City is agreeable to certain development concessions in consideration for the County building a new fire station (the “Fire Station”) within the city limits at the Subject Property and providing fire services to the City;

NOW, THEREFORE, for an in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The City agrees to install a water main to the Subject Property to provide adequate domestic and fire flow service for the Fire Station, as determined by the Project Engineer, John Bass.

2. The City agrees to install storm sewer facilities to the Subject Property to provide adequate storm sewer service for the Subject Property, as determined by the Project Engineer, John Bass.

3. The City agrees to waive stormwater management requirements (i.e., water quality, channel protection, and stormwater detention measures) for the Subject Property.

4. The County will provide onsite storm sewer facilities to drain surface stormwater runoff into underground storm sewer piping that will connect to the City's storm sewers. The City will provide storm sewer facilities at the Subject Property for the County to connect to.

5. The City agrees to provide adequate sanitary sewer facilities, as determined by the Project Engineer, John Bass, to the Subject Property that will allow the Subject Property to gravity flow to the City's sanitary sewer facilities.

6. The City agrees to waive all tap fees.

7. The City agrees to waive all permits, fees, and inspections for the Building and Subject Property.

8. The County, rather than the City, will inspect the Fire Station and issue all permits and a certificate of occupancy.

9. The City agrees to allow the number and general locations of the proposed curb cuts where generally shown on the County's Preliminary Site Layout, understanding that the locations could change throughout the design process. The City's approval for any relocation shall not be required.

10. The City agrees that the County is exempt from, and will not need, approvals or variances from any municipal ordinances or regulations concerning the demolition of the existing

fire station on the Subject Property, the new Fire Station, or the Subject Property, including, but not limited to, zoning, building, development, or sign regulations.

11. Each party hereto shall pay its own expenses incident to the negotiation, preparation, consummation, and implementation of this Agreement and all other agreements executed and delivered by it hereunder or in connection herewith, including all fees and expenses of its or their respective counsel and accountants.

12. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning such subject matter, and may be modified only by written instrument duly executed by each party thereto.

13. Miscellaneous.

a) No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

b) This Agreement is solely for the benefit of the parties hereto, and creates no rights, benefits, or causes of action for any individual or entity not a party hereto.

c) This Agreement shall be interpreted and construed under the laws of the State of Georgia.

d) This Agreement may be simultaneously executed in two (2) counterparts each of which shall be an original and all of which shall constitute but one and the same instrument. Counterpart signatures are acceptable as originals.

e) No delay or failure to exercise a right under this Agreement shall impair such party's right to enforce said right.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the date first above written.

CITY OF VILLA RICA, GEORGIA

By: _____ (SEAL)
Name: _____
Title: _____

Attest:

City Clerk

CARROLL COUNTY, GEORGIA

By: _____ (SEAL)
Michelle Morgan, Chairman

Attest:

Lynda Bingham, Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Glory Business LLC d/b/a Smile Food Mart
AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023
PREPARED BY: Nyree Simpson, Licensing Specialist

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A
PUBLIC HEARING: YES

PURPOSE: Consideration of the issuance of an Alcohol License Permit to Glory Business LLC d/b/a Smile Food Mart, 205 S. Carroll Road, Villa Rica, GA 30180.

This alcohol license permit request, if approved, would allow retail package sales of beer, malt beverages, and wine for off-premise consumption.

BACKGROUND: The proprietor (Sijan Adhikari), has met the conditions for obtaining an Occupational Tax Permit to operate their business as a “*convenience store and gas station*”. In addition, they’ve also submitted themselves to the Villa Rica Police Department for a Non-Criminal Justice background check, as required by local and state agencies, where they’ve received a favorable outcome from both GBI and FBI records. The proprietor has also submitted their application for a state alcohol license via the State of GA’s Centralized Alcohol Licensing Portal.

The application is made due to a change in ownership of the business. Although there is a new owner, there **is not** a change in use of the location. Licensing for the address of 205 S. Carroll Rd has aligned with a convenience store and gas station, with the allowance of retail package alcohol sales for the past 10 years, at least.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request for issuance of an Alcohol License Permit to Glory Business LLC d/b/a Smile Food Mart.



Public Hearing Date
City Council: July 11, 2023

Request: Alcohol License Permit

Project Description: Retail Package of Malt Beverages & Wine

Applicant: Glory Business LLC d/b/a Smile Food Mart
Licensee: Sijan Adhikari
204 Old Bremen Road, Apartment D
Carrollton, GA 30117

Location: 205 S. Carroll Road, Villa Rica, GA 30180, Ward 1

Parcel Number(s): V07 0060018

Current Zoning: C2

Current Land Use: Commercial

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statues of the property proposed for serving alcohol as follows:

Sec. 3-46. Zoning Restriction

No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned CBD.

Sec. 4-70. Proximity Restrictions:

No premises shall be licensed under this chapter whose location is within the following distances:

- (1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.*

Compliance: Yes

- (2) For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.*

Compliance: Yes

- (3) For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.*

Compliance: Yes

- (4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property.*

Compliance: Yes

(5) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

In accordance to the City of Villa Rica Alcohol Beverage Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character and fitness for a license.

Staff Comments:

The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation: Staff recommends **Approval** of the request by Glory Business LLC d/b/a Smile Food Mart, Proprietor (Sijan Adhikari), for retail of packaged malt beverages and wine alcohol permit at 205 S. Carroll Rd, Villa Rica, GA 30180

Public Response:

The applicant has posted a sign on the premises as well as a notice in the Times-Georgian, notifying the public of the application to obtain an alcoholic beverage license at the location.



Nyree Simpson
Licensing Specialist

Attachments:

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. Commercial Lease



City of Villa Rica

Alcohol License Application

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 West Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a Partnership shall be issued in the name of the Partnership and in the name of one of the partners who shall be the named Licensee. A license issued to a Corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority Stockholder or a Principal Officer of the Corporation; and such majority Stockholder or Officer shall be the named Licensee. A license issued to a Corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the Officer or Employee of the Corporation primarily responsible for the operation of the licensed premises; and such Officer or Employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Supper Club	\$500.00
Package Wine	\$100.00	Pouring Beer & Wine	\$100.00	Supper Club Wine & Beer	\$500.00
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

TYPE OF LICENSE/Annual License Fee (Check One Only)

☒	Retail Package Malt Beverages & Wine	\$300.00
☐	Retail Package Malt Beverage	\$200.00
☐	Pouring License Restaurant	\$3,500.00
☐	Pouring License Private Club	\$5,000.00
☐	Pouring License Private Club	\$3,500.00
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	\$200.00
☐	Retail Package Wine	\$100.00
☐	Limited Pouring License Restaurant	\$500.00
☐	Limited Pouring License Supper Club	\$3,000.00
☐	Limited Pouring License Private Club	\$500.00
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	\$500.00
☐	Wine Tasting (In Conjunction with Retail Package Wine License)	\$100.00
☐	Wine & Craft Beer Boutique	\$500.00

TYPE OF OUTLET

☒	Retail Package Sales
☐	Restaurant
☐	Special Event
☐	Supper Club
☐	Private Club
☐	Wine & Craft Beer Boutique

PART I

1. Type of Ownership

☒ Individual

☐ Partnership

☐ Corporation

(A) If Individual, give full name and address of owner:

Sijan Adhikari 204 Old Bremen Rd Carrollton.
Full Name Address GA. 30117

(B) If Corporation/Partnership, give Corporate/Partnership name:

NA

Federal Tax ID: _____

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

Full Name	Address	% Interest
-----------	---------	------------

Full Name	Address	% Interest
-----------	---------	------------

Full Name	Address	% Interest
-----------	---------	------------

Full Name	Address	% Interest
-----------	---------	------------

Describe the principle business of the Corporation/Partnership:

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

Sijan Adhikari 204 Old Bremen Rd Apt D Carrollton
Full Name Address GA 30117.

2. Is the above address your legal and bona-fide place of domicile? ☒ Yes ☐ No

3. Trade Name of business for which application is made:

Smile Food mart Glory Business LLC

4. Address of business for which application is made:

205 South Carroll Road Villa Rica

Phone Number:

Business

Home

770-301-5620

Mailing Address:

204 Old Bremen Rd, Carrollton GA
APT D 30117

If additional space is required, please attached to this application, noting the section to which it refers.

PART II

1. Will the proposed outlet have live entertainment? ☐ Yes ☒ No
(If yes, describe how often and what type in detail)

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?

☒ Yes ☐ No

No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?

☒ Yes ☐ No

4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s):

- ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
- ☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
- ☐ In the case of a Partnership, a copy of the Partnership Agreement.
- ☐ In the case of a Corporation, a copy of the Articles of Incorporation.
- ☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?

☒ Yes ☐ No

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☒ Yes ☐ No

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state or federal permits, etc. required for a food service establishment?
☒ Yes ☐ No

9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☐ Yes ☒ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

- a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
- b. Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
- c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
- d. Convicted of selling alcohol to a minor within the past three (3) years?
☐ Yes ☒ No

If the answer to any portion of question 11 is "yes," describe in detail and give date of occurrences:

12. Has any alcoholic beverage business in which the named Licensee, Partner(s), the Corporation or Corporate Officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? ☐ Yes ☒ No

13. On behalf of the named Licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named Licensee during the past five (5) years. Include name, residence, business address and number of years known:

Bishnu	Timmsina	3879 Cindy Dr	Douglasville	5 years
Name	Residence	Business Address		Number of Years Known

Nabakaj	Timmsina	801 NE Hickory Rd	Apt 5322	3 Years
Name	Residence	Business Address		Number of Years Known

Kumar	Kc	4321 Brownsville Rd	powder spring	5 Years
Name	Residence	Business Address		Number of Years Known

14. Is the name Licensee a citizen of the U.S.? ☐ Yes ☒ No

Nepal

Place of Birth

08/03/2001

Date of Birth

PART III
VERIFICATION

State of Georgia, Carroll County

I, Sijan Adhikari, Licensee, do solemnly swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true and no false or fraudulent statement or answer is made herein to procure the granting of such license.

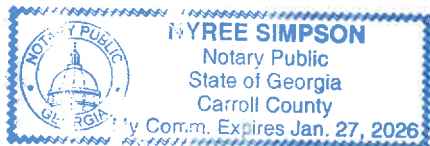
Sijan Adhikari
Applicants Signature (FULL NAME IN INK)

I hereby certify that Sijan Adhikari signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein and, under oath actually administered by me, has sworn that said statements and answers are true.

This 31st day of May, 2023

Nyree Simpson My Commission Expires: January 27, 2026
Notary Public

(Seal)



Summary

Parcel Number V07 0060018
Location Address 205 S CARROLL RD
Legal Description COMM BLDG/LOT CARROLL RD V26
 (Note: Not to be used on legal documents)
Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 31.33
Acres 0.35
Homestead Exemption No (S0)
Landlot/District 161 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

MILAN DEVELOPMENTS LLC
 205 S CARROLL RD
 VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Carroll Rd North	Front Feet	15,360	128	120	0.35	1

Commercial Improvement Information

Description Convenience Stores-Avg
Value \$240,309
Actual Year Built 1986
Effective Year Built 2001
Square Feet 3400
Wall Height 9
Wall Frames
Exterior Wall
Roof Cover
Interior Walls
Floor Construction
Floor Finish
Ceiling Finish
Lighting Recessed F.F.
Heating
Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Asphalt	1986	0x0 / 8800	0	\$4,277
Paving: Concrete	1986	0x0 / 500	0	\$675
Comm: Canopy - Gas	1986	20x20 / 0	0	\$6,750

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
3/24/2021	5916 159		\$350,000	Fair Market Sale	MAMUS & MAMUS INC	MILAN DEVELOPMENTS LLC
11/30/2000	1387 246		\$350,000	Personal Prop Incl.	CALDWELL THOMAS H JR	MAMUS & MAMUS INC
5/30/1997	981 375		\$110,000	Fair Market Sale	CARROLL ROAD ENTERPR	CALDWELL THOMAS H JR
3/21/1996	944 164		\$0	Part Interest	HAMRICK ROY	CARROLL ROAD ENTERPR
7/18/1994	332 232		\$0	Not Fair Market		CARROLL RD ENTERPRIS

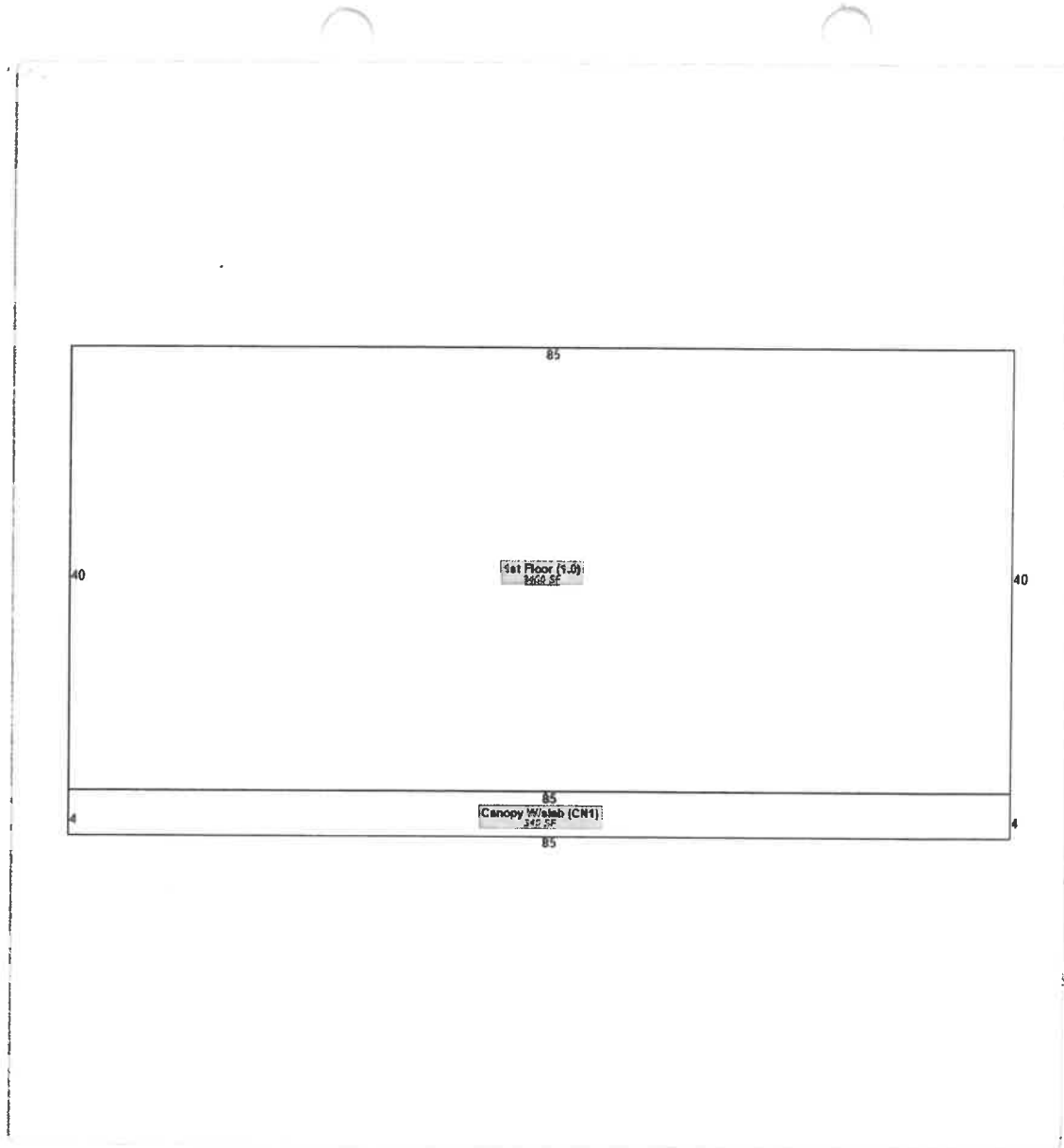
Valuation

	2022	2021	2020	2019	2018	2017
Previous Value	\$278,687	\$275,653	\$275,653	\$221,008	\$223,778	\$257,301
Land Value	\$26,676	\$26,676	\$26,676	\$26,676	\$26,676	\$26,676
+ Improvement Value	\$240,309	\$240,309	\$240,309	\$240,309	\$185,664	\$190,502
+ Accessory Value	\$11,702	\$11,702	\$8,668	\$8,668	\$8,668	\$6,600
= Current Value	\$278,687	\$278,687	\$275,653	\$275,653	\$221,008	\$223,778

Photos



Sketches



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits.

The Carroll County Tax Assessors makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem purposes.

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GEO SPATIAL

Version 3.1.5

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Glory Business LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **02/26/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **02/28/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 2/26/2023 1:52:44 AM

BUSINESS INFORMATION

CONTROL NUMBER 23044674
BUSINESS NAME Glory Business LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 02/26/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 204 Old Bremen Road Apt D, Carrollton, GA, 30117, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
SIJAN Adhikari	204 Old Bremen Road Apt D, Carrollton, GA, 30117, USA	Carroll

ORGANIZER(S)

NAME	TITLE	ADDRESS
SIJAN Adhikari	ORGANIZER	204 Old Bremen Road Apt D, Carrollton, GA, 30117, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Sijan Adhikari
AUTHORIZER TITLE Organizer



City of Villa Rica

Application for Original Alcoholic Beverage License Public Notice (Sign) Sworn Statement

I (we)

Sijan Adhikari

Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list named Licensee.

Applicant(s) for an Alcoholic Beverage License in the City of Villa Rica, do solemnly swear, subject to criminal penalties for false swearing that I (we) have posted a notice (sign) at:

205 S Carroll Rd Villa Rica GA
30180

Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

[Signature]

Sijan Adhikari

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that

Sijan Adhikari

signed his or her

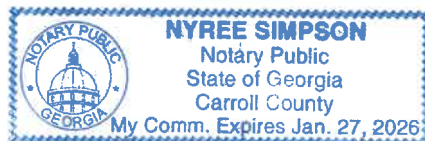
Applicant

name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This 7th day of June, 2023.

[Signature]

Notary Public



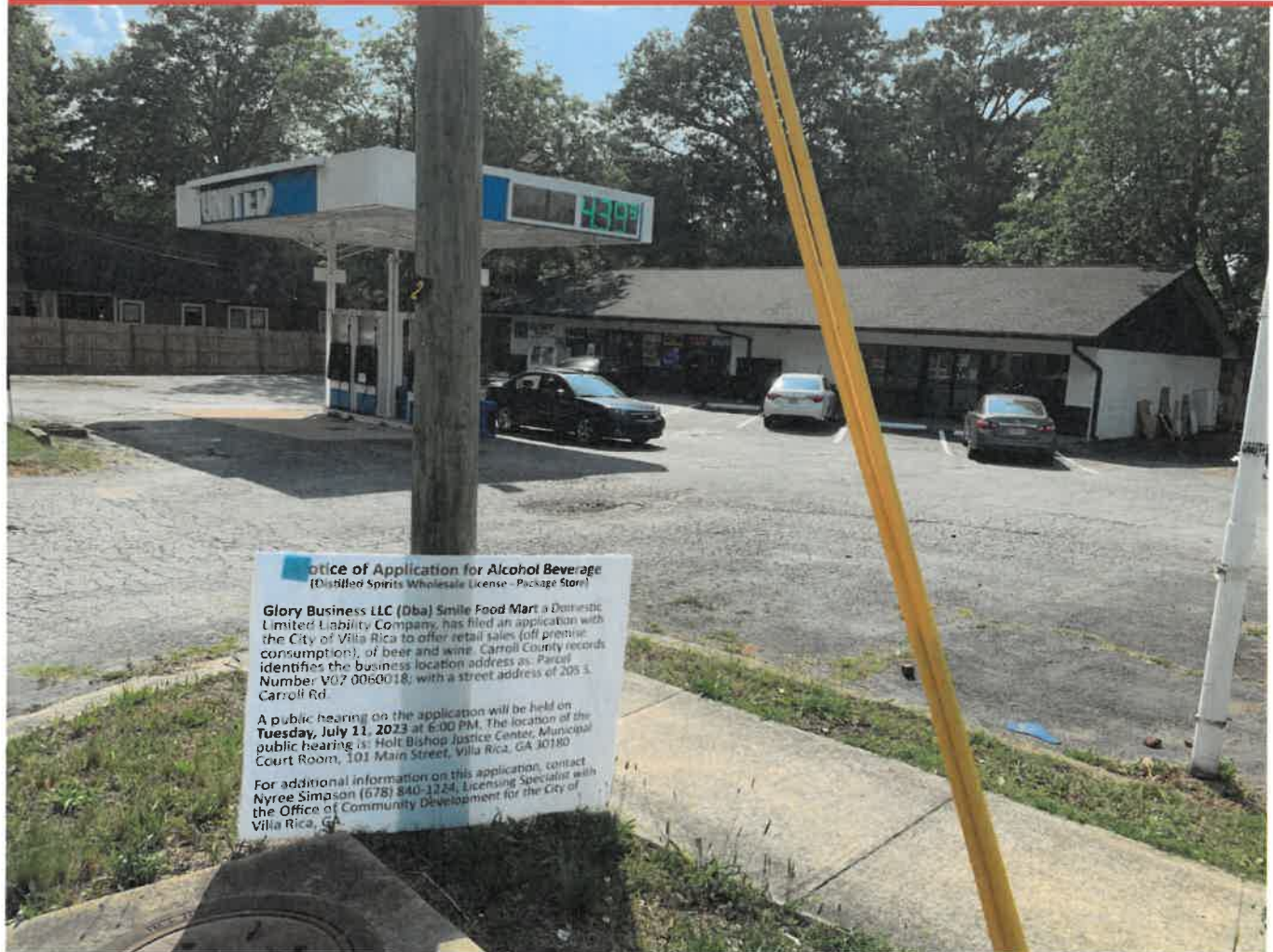
EXTERNAL EMAIL: Poster for Alcohol License

Glory Business <glorybusiness2023@gmail.com>

Wed 6/7/2023 2:36 PM

To: Nyree Simpson <nsimpson@villarica.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



AFFP

Glory Business, LLC dba, Smile

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

Glory Business, LLC dba, Smile Food Mart, has filed an application to sell alcoholic beverages on the premises of 205 S. Carroll Road, Villa Rica, GA 30180 as a convenience store with gas pumps. A public hearing n the application will be held on Tuesday, July 11, 2023 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the community Development Department at 678-840-1224.
6/6

Melissa Wilson, being duly sworn, says:

That she is Ad Director of the Times-Georgian, a newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

June 06, 2023

Publication Fees: \$ 22.00

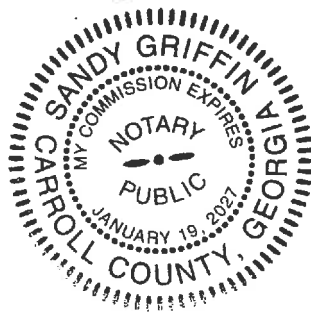
That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Melissa Wilson

Subscribed to and sworn to me this 6th day of June 2023.

Sandy Griffin



70089663 70691763

SIJAN ADHIKARI
205 S CARROLL RD
VILLA RICA, GA 30180

COMMERCIAL SUBLEASE CONTRACT

STATE OF GEORGIA,
COUNTY OF POLK.

THIS COMMERCIAL SUBLEASE CONTRACT ("Lease"), is made and entered into effective this the 1 day of JULY, 2023, by and between **VILLA RICA USA, INC.**, First Party, referred to hereinafter as "Landlord", and **SIJAN ADHIKARI** hereinafter referred to as "Tenant," and **SIJAN ADHIKARI**, Individually and as Guarantor as the context may appear, Second Parties.

W I T N E S S E T H:

1. DEFINITIONS.

The following terms as defined below, are used generally in this Lease. Additional terms, as employed in the specific Sections hereunder, are defined pursuant to those Sections.

Additional Rental means such charges and assessments that have to be paid by Landlord, in addition to the base rent, and are charged back against Tenant, due to Tenant's failure to pay said charges and/or assessments. This term may also mean any amount owing by Tenant hereunder over and above the Base Rental.

Base Rental means the monthly rental calculated and payable pursuant to Section 4 of this Lease.

Building means that building which is located at 205 S. Carroll Rd., Villa Rica, GA 30180, within the Property, together with any additions, replacements or alterations to it.

Demised Premises is defined in Section 2 of this Lease.

Deposit means the first and last month's rent, which shall be held by Landlord for Tenant's faithful performance of all terms and conditions of this Lease.

Environmental Laws means all federal, state, local and foreign laws now or hereafter in effect relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, surface water, ground water, or land) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, removal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes, and any and all regulations, notices or demand letters issued, entered, promulgated or approved thereunder such laws and regulations include but are not limited to the Resource Conservation and Recovery Act, 42 U. S. C. 6901 et seq., as amended; the Comprehensive Environmental Response, Compensation and Liability Act, 52 U.S.C. 6901 et seq., as amended ("CERCLA"); the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., as amended; the Clean Air Act, 46 U.S.C. 7401 et seq., as amended; and state and federal, lien and environmental cleanup programs.

Hazardous Substance means any substance: (a) the presence of which requires notification, investigation, or remediation under Environmental Laws; or (b) which is defined as a "hazardous waste," "hazardous material," "hazard substance," "pollutant" or "contaminant" under any present Environmental Law; or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is regulated by any governmental authority under Environmental Law; or (d) without limitation, which contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or (e) without limitation, which contains polychlorinated biphenyls (PBCS) or asbestos or urea formaldehyde foam insulation; or (f) without limitation, which contains or emits radioactive particles, waves or material, including radon gas.

Landlord is **Villa Rica USA, Inc.**, its successors and assigns.

Property means that tract or parcel of land within which the Demised Premises is located.

Tenant is **SIJAN ADHIKARI** and its approved successors, future tenants, successors and assigns.

Total Rental means Base Rental and Additional Rental as may be due and owing annually to Landlord under this Lease.

2. DEMISED PREMISES.

The Landlord, for and in consideration of the rentals, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (exclusive of any easement for light or air) located and being a portion of the Building located at 205 S. Carroll Rd., Villa Rica, GA 30180 being more particularly shown on Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Demised Premises").

3. LEASE TERM.

To have and to hold the same for a term commencing on the 1st day of April, 2023, and ending on the 31st day of March, 2028, at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Initial Lease Term"). Tenant shall also have the right and option to extend and renew this Lease for two additional five (5) year terms on or before the expiration of the Lease, for a total possible term of 15 years. **This Lease will be automatically renewed for each five (5) year period, unless Tenant provides Landlord with written notice of nonrenewal, ninety (90) days prior to the expiration of the Lease term or any extension thereof.**

4. BASE RENTAL; DEPOSIT.

The Tenant agrees to pay Base Rental according to the following schedule:

April 2023:	\$5000
May 2023:	\$5000
June 2023:	\$5000
July 2023:	\$6000
August 2023:	\$6000
September 2023:	\$6000
October 2023—March 2028:	\$7000 per month

The aforesaid payments of Base Rental are to be made to Landlord via electronic payment in the manner designated by Landlord, or at such other place as Landlord may from time to time designate in writing to Tenant. The aforesaid payments shall be due on the 1st day of each month. If all rent due and owing is not paid by the 10th day of the month, a ten percent (10%) late fee shall be added to the amount due and owing by Tenant.

5. RENTAL ADJUSTMENT.

Commencing with the first option to extend the Lease for an additional five (5) years, rent for the first five (5) year extension term shall be Seven Thousand Seven Hundred Dollars (\$7700.00) per month. Rent for the second five (5) year extension shall be Eight Thousand Four Hundred Seventy Dollars (\$8470) per month during that second five (5) year extension term, which concludes all potential renewal terms and all rights of renewal, under this Lease. Landlord and Tenant further agree that they shall enter into a management agreement related to the property under such terms and conditions as agreed to in the Landlord's sole, absolute, and uncontrolled discretion, and that the terms, conditions, and provisions contained in said agreement shall be incorporated into this Agreement by reference; violation of said management agreement by Tenant shall be an event of default under this Lease Agreement.

6. CONSTRUCTION OF THIS AGREEMENT.

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

7. UTILITIES; ELECTRICITY AND OTHERS.

7.1 Tenant shall be solely responsible for all charges for gas, electricity, telephone and other utility services used, rendered, supplied or imposed upon the Demised Premises regardless of who is the supplier and shall indemnify Landlord and save him harmless against any liability or charges on account thereof. If Tenant does not pay said utility charges when due, Landlord may pay same, and such payment shall be added as Additional Rental hereunder.

7.2 Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, whether or not provided by Tenant or Landlord, and that, if any equipment installed by Tenant shall require additional utility facilities, the same shall be furnished and installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

8. USE AND CARE OF PREMISES.

The Demised Premises shall be used for a convenience store, with gasoline and associated products and no other purpose. Tenant acknowledges and agrees that it shall only use those petroleum/gasoline or similar products suppliers as approved by Landlord. The Demised Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the Demised Premises, any Buildings or the Property. Tenant shall not use, store or dispose of, or permit the use, storage or disposal of, upon the Demised Premises, any Buildings or the Property, any Hazardous Substance, the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit. If any such materials are brought into the Demised Premises, any Buildings or the Property by Tenant, Tenant shall, at Tenant's sole expense, cause the immediate removal thereof. Notwithstanding the foregoing, this prohibition against Hazardous Substances herein shall not prevent Tenant from, in the normal course of business, having gasoline, oil, and like derivative products made available for sale to the public as is normally kept in the operation of a convenience store with gasoline services provided at the location; however, the provisions of paragraph 9 hereof shall apply to all Hazardous Substances, gasoline, oil, and like derivative products included.

9. ENVIRONMENTAL INDEMNIFICATION.

Tenant covenants and agrees to indemnify, exonerate and hold harmless Landlord from and against any and all damages, losses, liabilities, obligations, penalties, fines, claims, litigation, demands, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, reasonable attorneys' and experts' fees and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Property or adjacent property. The matters covered by the foregoing indemnity shall include without limitation, all of the following: (a) the costs of removal of any and all hazardous substances from all or any portion of the Property or adjacent property, (b) the costs required to take necessary precautions to protect against the release of Hazardous Substances on, in, under or affecting the Property into the air, ground, any body of water, any other public domain or any adjacent property to the extent required by Environmental Laws or any governmental authority, including, without limitation, the costs and expenses of environmental testing and assessments; and (c) the costs incurred to comply, in connection with all or any portion of the Property or any adjacent property, with all Environmental Laws, including fines, penalties and administrative and overhead costs charged by any governmental authority (all removal work referred to in clause (a) above, all work and other actions to take precautions against release referred to in clause (b) above and all work and other actions performed in order to comply with Environmental Laws referred to in clause (c) above being hereinafter collectively called "Remedial Work"). The matters covered by the foregoing indemnity with respect to adjacent property shall not extend to the costs of Remedial Work on, in, under or affecting any adjacent property if the applicable Hazardous Substances did not originate within any portion of the Property, unless the removal of any Hazardous Substances on, in, under or affecting any adjacent property is required by Environmental Laws or by order or directive of any governmental authority in connection with the Remedial Work on, in, under or affecting any portion of the Property. The provisions hereof shall survive the term of this Lease.

10. ABANDONMENT OF THE PREMISES.

Tenant agrees not to abandon or vacate the Demised Premises during the period of this Lease and agree to use the Demised Premises for the purpose herein leased until the expiration hereof.

11. REPAIRS BY LANDLORD.

Landlord shall have no duty of repair whatsoever as it relates to the property, the Premises, exterior walls, or any other portion of the exterior or interior of the Premises. The entire duty of repair during the Lease Term, and any extension thereof, shall be the sole and exclusive responsibility of the Tenant; except that any and all insurance that might be paid to Landlord for his insurable interest in the building and improvements to the property shall be used by Landlord to repair any loss which results in insurance being paid to repair and/or replace any portion of the Premises that might be damaged and covered by Landlord's insurance policy.

12. REPAIRS BY TENANT.

Tenant accepts the Demised Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, through the Lease Term and all renewals thereof, at their expense, maintain in good order and repair the Demised Premises, including the portions of the Building that are included within the Demised Premises, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating unit) and other improvements located thereon. Landlord is under no duty of repair whatsoever with regard to the Premises. In the event Tenant fails to make said repairs, then Landlord may, but shall not be obligated to, make such repairs in which event Tenant shall promptly reimburse Landlord for all expenses incurred thereby, said expenses constituting Additional Rental hereunder. Tenant agrees to return the Demised Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Aside from the aforesaid repairs, Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord. Tenant also acknowledges that the other side of the Building, which is not included in the Demised Premises, is being used as a convenience store and/or gasoline service station; Tenant accepts responsibility for and shall pay a prorated share of maintenance expenses for those improvements to the Building which benefit the Building as a whole.

IT IS THE INTENT OF THE PARTIES THAT THIS LEASE SHALL BE A TRIPLE NET LEASE, WITH TENANT BEING RESPONSIBLE FOR ALL COSTS, MAINTENANCE, OR REPAIRS RELATED TO THE DEMISED PREMISES AND LANDLORD HAVING NO RESPONSIBILITY FOR THE SAME.

13. REAL ESTATE TAXES.

Tenant shall be responsible for paying any assessment for personal property, inventory, and the like as contemplated in this paragraph by Tenant's use of the property. Tenant shall also be responsible for paying a prorated portion of the ad valorem and/or other taxes on the building, land, and improvements currently existing on the property.

14. INSURANCE.

Landlord shall pay all insurance on the building, and general improvements to the property owned by Landlord. Tenant shall pay, as additional rental, all costs of insurance on the inventory, equipment and fixtures, in the premises owned by Tenant. Tenant shall also maintain, during the lease terms and any approved extensions therefore, general liability and premises insurance through a commercial insurance coverage program approved by Landlord, for all business activities conducted upon the premises by Tenant. This comprehensive general insurance shall be in the amount of One Million (\$1,000,000.00) Dollars per occurrence, and name Landlord as an additional insured on the insurance policy. Landlord shall be furnished a certificate of insurance. Any cancellation of coverage, or failure of Tenant to pay all insurance premiums due pursuant to this paragraph 14 shall, at the option of the Landlord, constitute a condition of default and said premiums may be paid as Additional Rental by Landlord.

15. DESTRUCTION OF OR DAMAGE TO PREMISES.

If the Demised Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. If the Demised Premises are damaged but not wholly destroyed by any of such casualties, Base Rental shall abate in such proportion as use of the Demised Premises has been destroyed, and Landlord shall restore same to substantially the same condition as before damage as speedily as practicable, whereupon full Base Rental shall commence.

16. GOVERNMENTAL ORDERS.

Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Demised Premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to the Total Rental, then Landlord or Tenant who is obligated to comply with such requirements are privileged to terminate this Lease by giving written notice of termination to the other party, by registered or certified mail, which termination shall become effective thirty(30) days after receipt of such notice.

17. CONDEMNATION.

If the whole of the Demised Premises, or such portion thereof as will make same unusable

for the purposes herein leased, shall be condemned by any legally constituted authority or taken by private purchase in lieu thereof for any public use or purpose, then in either of said events the Lease Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

18. ASSIGNMENT AND SUBLETTING.

Tenant may not assign this Lease or any interest hereunder, or sublease Demised Premises or any part thereof, or permit the use of Demised Premises by any party other than Tenant. In the event Landlord agrees to a new Lease, within Landlord's sole discretion, then this Lease shall terminate even if there is some period remaining on the Lease Term and Landlord may negotiate a new Lease with the prospective Buyer of Tenant.

19. TENANT IMPROVEMENTS AND REMOVAL OF FIXTURES.

19.1. In the event any mechanics', laborers', materialmen's or other liens shall be filed against the Demised Premises or any part of the Property or any Buildings or other improvements thereon by reason of work, labor, services or materials performed or furnished to or at the instance of Tenant or to anyone holding the Demised Premises through or under Tenant, Tenant shall forthwith cause the same to be so discharged of record or bonded with security satisfactory to Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded with security satisfactory to Landlord after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord together with interest at the rate of ten percent (10%) per annum and all costs and expenses, including all attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rental on the first day of the next following month, or may, at Landlord's election, be subtracted from any sums owing to Tenant.

19.2 All trade fixtures and trade apparatus owned and installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at any time prior to the expiration of the Lease Term; provided Tenant shall not at any time be in default of any terms or covenants of this Lease; provided, however, that Tenant shall not remove air conditioning, air ventilating and heating fixtures, lighting fixtures, dock levelers or carpeting; and, further, provided that Tenant shall simultaneously repair any damage to the Demised Premises caused by the installation or removal of same. If Tenant is in default, Landlord shall have a lien on Tenant's property located in or on the Demised Premises and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant's shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. All fixtures installed by Tenant shall be new or like new and of good quality.

19.3 Tenant shall not make any alterations, additions or decorations to the Demised Premises without first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant shall, at all times during the Lease Term, present to Landlord plans

and specifications for such work at the time Landlord's consent is sought. Tenant's Work and installations shall not impede or interfere with any work in other parts of the Building or the Property, and any alterations, additions and decorations or other work performed by Tenant shall not cause closing, interruption or impairment of Tenant's normal conduct of business. All work caused to be done by Tenant shall comply with the requirements and obligations of Tenant relating to Tenant's Work as set forth in this Lease. Tenant is required to provide Landlord with building permits and evidence of insurance as required.

19.4 Tenant's obligation to observe and perform any of the provisions of this Section 19 shall survive the expiration of Lease Term hereof or earlier termination of this Lease.

20. CANCELLATION OF LEASE BY LANDLORD.

It is mutually agreed that in the event Tenant shall default in the payment of Base Rental and/or Additional Rental herein reserved, when due, and fails to cure said default within ten (10) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of Total Rental, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within thirty (30) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Total Rental or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty(30)days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events Landlord at Landlord's option may at once, or within ten (10) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment or subletting of the entire Demised Premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this Section may be given by Landlord, or its attorney or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the Demised Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith reenter same and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort. The remedies of Landlord upon Tenant default as listed herein shall be in addition to, and not to the exclusion of, any other rights and remedies that Landlord may have available to it pursuant to Georgia and other law.

21. RELETTING BY LANDLORD.

Landlord, as Tenant's agent, without terminating this Lease, upon Tenant's failure to cure any default within the time permitted as set forth in Section 20 hereof, may at Landlord's option enter upon and rent the Demised Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's Total Rental hereunder and the price obtained by Landlord and all other reasonable costs directly related to reletting, including,

but not limited to the payment of commissions, the making of alterations, costs of leasing same, costs for any unamortized Tenant improvements and otherwise.

22. EXTERIOR SIGNS.

Tenant shall place no signs upon the outside walls or roof of or grounds surrounding the Demised Premises except with the written consent of Landlord. Any and all signs placed within the Demised Premises by Tenant shall be preapproved by Landlord and maintained in a firstclass condition. Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

23. ENTRY FOR CARDING, ETC.

Landlord may card the Demised Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease. Landlord may from time to time enter the Demised Premises at reasonable hours to exhibit same to prospective purchasers, existing or prospective mortgagees, or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to adjoining premises, if any.

24. EFFECT OF TERMINATION OF LEASE.

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Base Rental, Additional Rental and any other charges due Landlord by Tenant, which shall include all rental payments and other obligations that would be payable to Landlord through the end of the Lease term.

25. NO ESTATE IN LAND.

This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

26. HOLDING OVER.

If Tenant remains in possession of the Demised Premises after expiration of the Lease Term, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at a rental rate equal to 150% of the rental rate in effect at the end of the Lease Term computed on the basis of the then existing Base Rental plus onetwelfth (1/12) of the Additional Rental required by this Lease.

27. ATTORNEYS' FEES AND HOMESTEAD.

If any rental owing under this Lease is collected by or through an attorney at law, or if Landlord employs an attorney at law to enforce any of the other terms or conditions of this Lease,

Tenant agrees to pay or reimburse Landlord for all reasonable associated attorneys' fees, as Additional Rental hereunder. Tenant waives all homestead rights and exemptions which they may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord Tenant's homestead and exemption.

28. *RIGHTS CUMULATIVE.*

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

29. *CHOICE OF LAWS.* This Lease is to be construed under the laws of the State of Georgia, which shall govern the validity, interpretation, performance and enforcement hereof. Landlord reserves the right and option to proceed with whatever legal or equitable remedies, based upon Tenant's default, as he may have. Tenant understands and agrees that such proceedings may be conducted exclusively in the Superior Court of the residence of Landlord. Tenant agrees that Landlord's county of residence shall be appropriate to proceed with any action based upon the Tenant's default. This choice of venue shall be exclusive of any all other federal or state courts.

30. *SERVICE OF NOTICE.*

Tenant hereby appoints as Tenant's agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of Demised Premises at the time, or occupying same; and if no person is in charge of, or occupying the Demised Premises, then such service of notice may be made by attaching the same on the main entrance to the Demised Premises. A copy of all notices under this Lease shall also be sent to such other address as Tenant may from time to time designate in writing to Landlord.

All notices required by law or by this Lease to given Landlord shall be given by depositing same in registered or certified U. S. Mail, postage prepaid, and addressed as follows:

For Landlord:

For Tenant:

or to such other address as Landlord may from time to time designate in writing to Tenant.

31. *SUCCESSORS AND ASSIGNS; BINDING EFFECT.*

"Landlord" as used in this Lease shall include first party, its assigns and successors in title to the Property. "Tenant" shall include second party, its successors and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. Except as otherwise provided herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

32. *PERSONAL GUARANTY OF SIJAN ADHIKARI*

The Tenant bound by all terms, provisions, and conditions of this Lease during the term hereof is SIJAN ADHIKARI. Also signing this Agreement is SIJAN ADHIKARI who is personally guaranteeing the payment of rent hereunder, in the event of assignment by Tenant to an approved assignee and/or corporate entity. SIJAN ADHIKARI's guaranty is absolute, unconditional, and continuing throughout the term of this Lease and any extensions thereof. Landlord may elect to proceed against the individual Guarantor in any manner it may deem appropriate for any defaults which might occur under this Lease. The death or incompetence of Guarantor shall not revoke or modify this continuing Guaranty.

33. *LANDLORD'S EXONERATION.*

The Landlord shall not be liable for injury or damage to person or property occurring on or within the Demised Premises or Property, unless caused by or resulting from the negligence of the Landlord or its agents, servants or employees in the operation or maintenance of the Demised Premises. Tenant shall also indemnify and hold harmless Landlord with respect to any and all claims of any kind or nature made by any person or entity which arise as a result of Tenant's, or its agents', employees', or invitees' activities on the Property. The Tenant's personal property of every kind which may at any time be on the Demised Premises or Property shall be at the Tenant's sole risk, and Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of the Tenant.

34. *TIME OF THE ESSENCE.*

In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.

35. *TRANSFER OF LANDLORD'S INTEREST.*

In the event of the sale, assignment or transfer by Landlord of its interest in the Property, Buildings or the Demised Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in the interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any deposits or other security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to this Lease, Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied

herein unless contained in a modification in writing executed by all of the parties hereto, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

LANDLORD

VILLA RICA USA, INC.

Signed, sealed and delivered as to
Landlord in the presence of:

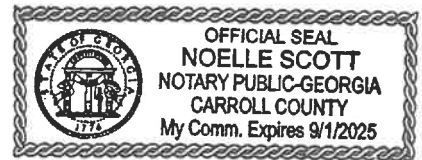
BY: [Signature]

Name: Imran Maryam

Title: Owner

WITNESS

[Signature]
NOTARY PUBLIC, GEORGIA



TENANT

SIJAN ADHIKARI

Signed, sealed and delivered as to

BY: [Signature]

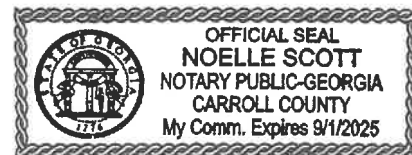
Tenant in the presence of:

Name: Siyan Adhikari

Title: Tenant

WITNESS

[Signature]
NOTARY PUBLIC, GEORGIA



[Signature]
SIJAN ADHIKARI, Guarantor

Signed, sealed and delivered as to

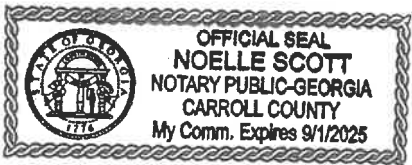
Sijan Adhikari in the presence of:

A. Adhikari

WITNESS

Noelle Scott

NOTARY PUBLIC, GEORGIA





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Sequoia Golf Mirror Lake LLC d/b/a Mirror Lake Golf Club
AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023
PREPARED BY: Nyree Simpson, Licensing Specialist

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A
PUBLIC HEARING: NO

PURPOSE: Request to designate Todd Jameson Maher as the new agent on the Alcohol License Permit.

BACKGROUND: The entity has undergone staffing changes and has therefore named Todd Jameson Maher as their new agent. The designee has submitted themselves to the Villa Rica Police Department for a Non-Criminal Justice background check, as required by local ordinance and, cleared the background investigation by GBI / FBI standards.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request for Todd Jameson Maher to be named as designee on the Alcohol License Permit.

PART I

1. Type of Ownership

☐

Individual

☐

Partnership

☐

Corporation

X LLC

(A) If Individual, give full name and address of owner:

N/A

Full Name

Address

(B) If Corporation/Partnership, give Corporate/Partnership name:

Sequoia Golf Mirror Lake LLC d/b/a Mirror Lake Golf Club

Federal Tax ID: 61-1436026

ClubCorp USA, Inc. 100% 3030 LBJ Freeway, Suite 400, Dallas, TX 75234

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

David Atwood Pillsbury	2975 Blackburn Street, #1618, Dallas, TX 75024	0%
Full Name	Address	% Interest

Andrew Hulen Lacko	5270 N. O'Connor Boulevard, #1537, Irving, TX 75039	0%
Full Name	Address	% Interest

Emily Clark Decker	6522 Silver Stream Lane, Frisco, TX 75036	0%
Full Name	Address	% Interest

Full Name	Address	% Interest
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Describe the principle business of the Corporation/Partnership:

Golf Club with malt beverages, wine, and distilled spirits consumed on premise with Sunday sales

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

Todd Jameson Maher on behalf

of Sequoia Golf Mirror Lake LLC 129 Reunion Place, Acworth, GA 30102

Full Name

Address

2. Is the above address your legal and bona-fide place of domicile? ☒ Yes ☐ No

3. Trade Name of business for which application is made:

Mirror Lake Golf Club

4. Address of business for which application is made:

1000 Canongate Boulevard, Villa Rica, GA 30180

Phone Number: (770) 459-5599

Business

Home

Mailing Address: 3030 LBJ Freeway, Suite 600, Dallas, TX 75234

If additional space is required, please attached to this application, noting the section to which it refers.

PART II

1. Will the proposed outlet have live entertainment? ☐ Yes ☒ No
(If yes, describe how often and what type in detail)

N/A

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?
☒ Yes ☐ No

No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?
☒ Yes ☐ No

4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s):

N/A - Change of Agent Only

- ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
- ☐ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
- ☐ In the case of a Partnership, a copy of the Partnership Agreement.
- ☐ In the case of a Corporation, a copy of the Articles of Incorporation.
- ☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☐ Yes ☐ No N/A - Change of Agent Only

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?
☐ Yes ☐ No N/A - Change of Agent Only

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☐ No N/A - Change of Agent Only

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state or federal permits, etc. required for a food service establishment? N/A - Change of Agent Only
☐ Yes ☐ No

9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☐ Yes ☒ No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

- a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
- b. Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
- c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
- d. Convicted of selling alcohol to a minor within the past three (3) years?
☐ Yes ☒ No

If the answer to any portion of question 11 is "yes," describe in detail and give date of occurrences:

N/A

12. Has any alcoholic beverage business in which the named Licensee, Partner(s), the Corporation or Corporate Officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? ☒ Yes ☐ No Please see attached Exhibit "A"

13. On behalf of the named Licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named Licensee during the past five (5) years. Include name, residence, business address and number of years known:

Joey Dixon	8577 Stone Road, Douglasville, GA 30135	8
Name	Residence	Number of Years Known

Mark Davenport	6293 Braidwood Run NW, Acworth, GA 30101	24
Name	Residence	Number of Years Known

Sam Land	314 Chestnut Oak Drive, Peachtree City, GA 30269	11
Name	Residence	Number of Years Known

14. Is the name Licensee a citizen of the U.S.? ☒ Yes ☐ No

Atlanta, GA	02/27/1986
Place of Birth	Date of Birth

PART III
VERIFICATION

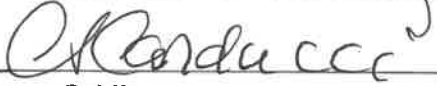
State of Georgia, Douglas County

I, Todd J. Maher, Licensee, do solemnly swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true and no false or fraudulent statement or answer is made herein to procure the granting of such license.


Applicants Signature (FULL NAME IN INK)

I hereby certify that Todd Jameson Maher signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein and, under oath actually administered by me, has sworn that said statements and answers are true.

This 19 day of August, 2022.

 My Commission Expires: 11/18/25
Notary Public

(Seal)

Charlotte Anne Canducci
NOTARY PUBLIC
Douglas County, GEORGIA
My Commission Expires 11/18/2025

Exhibit "A"

Violations

Sequoia Golf Mirror Lake LLC and its affiliates (collectively the "Companies") presently own and operate numerous businesses throughout the United States. From time to time, minor infractions of alcoholic beverage laws have occurred and been resolved by way of payment of a civil fine and/or a brief suspension of the alcohol license. Our records indicate that no violations have occurred at Mirror Lake Golf Club and none of the Companies have been cited for violating any rules or regulations of the State Revenue Commissioner.



April 12th, 2023 (Revised April 28th, 2023)

Renee Kilgore, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Arpit Realty, LLC
RA-01-23
Punkintown Road and Dallas Highway; Towne Creek Drive
Land Lot 126, District 6
Parcel #: V05 0110178, V05 011045, V95 0110189, V05 0110085, V05 0110086,
V05 0110049, V05 0110019, V05 0110190, V05 0110017, V05 0110013,
V05 0110014, V05 0110015, V05 0110016
Acreage: 45.26
Ward: 3
City Council Member: Leslie McPherson
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Ms. Kilgore:

Arpit Realty, LLC (the Applicant) seeks a rezoning from Agricultural Single-Family (AG) to Commercial Low-Density (C1) and Single-Family Attached (SFA) in order to construct a mixed use development with undetermined commercial uses and approximately 120 age-restricted townhomes on the site. The Applicant has not requested any variances.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Application Checklist, notarized and dated February 23th, 2023;
2. Zoning Map Amendment (Rezoning) Application, dated February 23^h, 2023;
3. Thirteen (13) Deeds, (various dates from March 31st, 2022 to October 25th, 2022);
4. Applicant Statement of Intent, prepared by Avery J. Ward, P.E., dated February 27th, 2023;
5. Carroll County qPublic.net Assessor's Report Summary, undated;
6. List of adjacent property owners, undated.



A. Existing Conditions

The subject properties are located south of Dallas Highway, east of Punkintown Road, north of Towne Creek Drive, and southwest of Stockmar Road. Collectively, the parcels have 1,425' of frontage along Punkintown Road, 1,669' of frontage along Dallas Highway, 52' along Stockmar Road and 605' along Towne Creek Drive. The tracts are currently zoned Agricultural Single-Family (AG) and feature a mix of residential single-family detached structures and undeveloped land. The property does not border any city incorporation boundaries. The affected parcels are varied in their size, shape and the presence of any structures.

The subject property is adjacent to existing residential neighborhoods along Stockmar Road and along Towne Creek Drive. The Old Villa Rica Cemetery, a local historic site, is located across Punkintown Road. Dallas Highway has a mixture of uses, primarily residential and commercial in the direct vicinity of the properties. East of the site is a vacant lot and the Mirror Lake subdivision.

The surrounding zoning is entirely residential in nature, except one property (Dollar General) within this area, which begins a transition to Office Medical Institutional (OMI) zoned property and intense commercial users such as Tanner Medical Center and Willow Brook Rehabilitation Facility. All land surrounding the use (other than along Towne Creek Drive and portions north of Dallas Highway) are zoned AG. These remaining portions are zoned Single-Family Suburban (R-1).

No streams or state waters have been identified on the site. No easements have been identified on the preliminary layout or property survey.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Commercial Low-Density (C1) Single-Family Agricultural (AG) Single-Family Suburban (R-1)	Suburban Village
East	Single-Family Agricultural (AG)	Suburban Village
South	Single-Family Suburban (R-1)	Suburban Village
West	Single-Family Agricultural (AG)	Suburban Village



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

Approximately two of the thirteen parcels have a single-family structure, built in 1957 and 1986), the remaining parcels are vacant or have remnants of foundations and accessory structures for residential uses and buildings that are no longer present. The Unified Development Code (UDC) zoned the properties as Single Family (R20). The parcel was rezoned in 2020 during the citywide rezoning from R20 to AG, which was considered a lateral rezoning.

C. Proposed Development

The applicant is the owner of all thirteen parcels, and has the intent to have approximately 19 acres zoned C1 and the remaining 24 acres zoned SFA within the confounds of the area as described in Section A. The applicant proposes to construct a commercial use and approximately 120 age restricted, ranch style townhomes. According to the applicant's Letter of Intent, "the commercial use may include a medical clinic or health care facility, fitness center, day care center, drug store or pharmacy, administrative or professional office, bank or financial institution, medical or dental laboratory, retail, restaurant, fast food, car wash, filling station, or any other permitted use listed in the zoning ordinance".



The applicant states that the area most likely to be directly affected by such change is the existing Towne Creek Subdivision as the entrance road will be redirected to the proposed roundabout along Punkintown Road. The traffic pattern on Punkintown will be dramatically altered with the roundabout, as Towne Creek Drive will be provided with slowed traffic when entering and exiting the neighborhood. The applicant also states that the adjacent parcels will not be physically affected as the required screening and buffers within the zoning ordinance will be observed. The development is expected to be approved by the relevant state and federal authorities by December 2024 and construction would commence shortly after for “an additional 3-5 years until full build-out”. The realigned Punkintown Road and Villa Rica bypass is poised to transform the crossing with Dallas Highway into a major intersection.

See Table 2 below for yard and bulk requirements in the SFA Zone:

TABLE 2 - BULK REQUIREMENTS – SFA SINGLE-FAMILY ATTACHED ZONE DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	Unknown	Unknown
Minimum Lot Width (ft)	100	Unknown	Unknown
Minimum Front Yard Setback (ft)	25	Unknown	Unknown
Minimum Rear Yard Setback (ft)	40	Unknown	Unknown
Minimum Side Yard Setback (ft)	40	Unknown	Unknown
Maximum Building Coverage (%)	40	Unknown	Unknown
Maximum Building Height (ft)	40	Unknown	Unknown
Maximum Impervious Coverage (%)	50	Unknown	Unknown
Minimum Heated Square Feet (sf)	1,040 – One Story 650 – Two Story	Unknown	Unknown

The development will require a proposed sanitary sewer lift station and water main extension in order for utilities to adequately service the development. The proposed right-of-way width for the new roadway portions have not been supplied.

Design Standards

The city has design standards for all townhome developments in Section 9.03 of the Zoning Ordinance to which the applicant must comply at the time of architectural review. Commercial design standards would apply to the commercial portions of the development (Section 9.04).

Amenities/Open Space

The applicant has not indicated open space on the submitted illustration of the parcels. The ordinance requires a total of 2.79 acres (12% of the SFA-zoned site area) and 0.93 acres 5% of the C1-zoned site area) to be reserved for open space. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:



TABLE 8 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
Non-Qualifying Open Space	Qualifying Open Space
Required Private Yards	Conservation areas and wetlands preserved as conservation areas.
Street rights-of-way, open parking area and driveways for dwellings	Floodplains
Land covered by buildings	Woodlands
Required detention and retention ponds that are not visually or physically accessible.	Riparian Corridors
The floodway of any stream, regulated drain, river or other water body accessible.	Retention and detention facilities with the following characteristics: 1. Perimeter access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA. 2. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area. 3. Planting. Native plant material is encouraged around the perimeter of retention ponds.
Any area with slopes exceeding a twenty-five percent (25%) grade.	Development amenity areas containing semi-public areas such as: 1. Plazas with seating and special features such as public art or fountains. 2. Pocket parks with seating and landscaping. 3. Decorative water features; and lakes.



Any wetlands on the development site, unless preserved as a conservation area.	
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The city's ordinance permits for the following mix of amenities at the discretion of the developer and approval of the City Council:

- Swimming pool sized to comply with NRPA standards.
- Golf course.
- Resident clubhouse.
- Two tot lots with a minimum size of five-hundred (500) square feet per lot
- Basketball, volleyball, or other sport court.
- Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) barbeque grill/pit per area.
- Other amenity approved by the City Council.

The city requires a minimum of amenities for townhome subdivisions. According to the Villa Rica Zoning Ordinance, "Developments with one-hundred one (101) to one-hundred seventy-five (175) dwelling units shall provide at least two (2) amenities." The applicant has not proposed or indicated amenities at this juncture in the development process.

Offsite Improvements

The applicant has not proposed any offsite improvements at this time.

Density

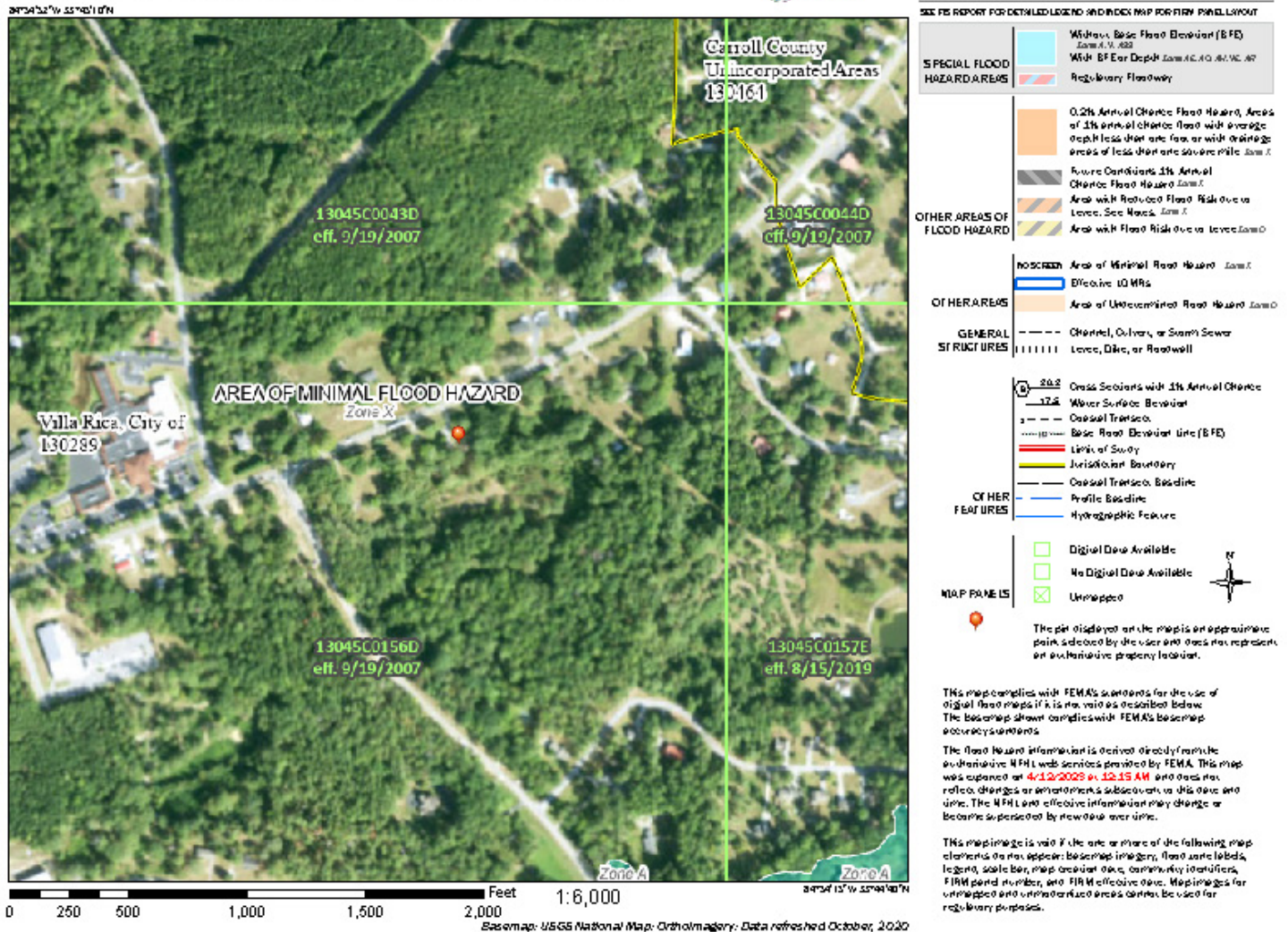
The applicant has proposed a gross density of 2.76 dwelling units per acre (du/acre) for the entire development, based on the rezoning application submitted. As this development is partially locating uses within the SFA Zone, the maximum density permitted is 17.424 du/acre. The development meets the required density in the zone.

Flood Plain

The property is not located within a flood zone and no state waters traverse or is located on the property.



National Flood Hazard Layer FIRMette



Buffering/Screening/Tree Conservation:

A landscaping plan will be required to be submitted by the applicant at the time of Final Plat submittal. Section 7.05(7) of the zoning ordinance requires that a twenty (20) foot wide landscape area adjacent to the road or right-of-way be provided, and must be designated as “common area” or placed in a landscape easement. In addition, several shrubs and trees must be planted within this area. Trees are to be planted at a minimum rate of five (5) trees per one-hundred (100) linear feet of perimeter planting. Shrubs are to be provided at a minimum rate of ten (10) per one-hundred (100) linear feet of perimeter planting. Decorative perimeter fencing is also required within a common area adjacent to the right-of-way.

Based on *Table 7.7: Individual Residential Lot Landscape*, Individual lots within the newly formed



townhome developments are also required to have two trees each, and ten (10) shrubs. All front yards must be sodded.

Table 7.7: Individual Residential Lot Landscape			
Zoning District	Number of Trees	Minimum Number of Shrubs	Front Yard Sod
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

Additional landscape areas, such as surrounding retention ponds, street trees and other planting requirements will be enforced by the department as required, including the planting and buffering specified above.

D. Rezoning Review Criteria

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan;

Villa Rica Future Land Use Map

The Future Land Use Plan prescribes “Suburban Village” as future land use character areas for the parcels. The intent of the Suburban Village Character Area is as follows:

“Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists. Sidewalks and pedestrian linkages to nearby parks and other amenities should be provided in new developments.”



The character area has design principles that recommend “low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads”.

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Suburban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

<u>TABLE 3 - APPROPRIATE ZONING CATEGORIES – SUBURBAN VILLAGE</u>	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Single Family (R20)	Single-Family Suburban (R1) Single-Family Urban (R2)
Multi-Family (R-14)	Multi-Family Low-Density (MF1)
Residential Townhome (RT)	Single-Family Attached (SFA)
Rural Development (RD)	Single-Family Agricultural (AG)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional	Office Medical Institutional (OMI)

The parcels are also adjacent to a Community Crossroads area at the intersection of Punkintown Road and Dallas Highway:

“Community Crossroads are characterized by clustered commercial development around the intersection of prominent roads and include immediate surrounding residential areas which are urban or suburban in nature. Community Crossroads should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Crossroads located in more urban areas or along major corridors may support general commercial uses (due to availability of infrastructure), while those located in areas that are primarily residential mostly accommodate small-scale, neighborhood commercial uses.”

Community Crossroads have design principals that features density and intensity that varies from a neighborhood-scale development in areas that are primarily residential to general commercial in high-trafficked areas. The Comprehensive Plan recommends NC, GC, existing residential, and PD as appropriate zoning categories, which are succeeded by the C1 Zone. The SFA portion of the project does not meet the intents of the Community Crossroads section of the Comprehensive Plan.



The proposed development appears to meet the intents of the character area and partially compliant with the Community Crossroads portions of the Comprehensive Plan.

ii. Current conditions and the character of current structures and uses in each district;

The lots are mostly vacant, with remnant accessory structures standing on a portion of a few lots in poor condition. There are two homes currently occupied and in good condition. The character of the C1 Zone is typical of small-scale neighborhood commercial uses, whereas the character of the SFA zone is typical of attached vertical units to which the applicant intends to construct. The general vicinity of properties east, north and south of the site are established residential properties on large parcels or vacant land. This collection of parcels would extend an existing commercial corridor to the west of the site along Dallas Highway, which is mostly medical uses, but has diversified in recent years to include a Dollar General (zoned C1) and the SoutheasTrans corporate headquarters (zoned OMI).

iii. The most desirable use for which the land in each district is adapted;

The proposed development is a desirable use based on the Comprehensive Plan and overall character of the area. The current use of the properties as mostly vacant land is not the highest and best use for the properties given the acreage and the density/intensity recommendations stated in the Comprehensive Plan.

iv. The conservation of property values throughout the jurisdiction; and

Property values are expected to be increased by the new housing stock and further reduction of vacant and abandoned parcels in the city should the rezoning and development of the lot materialize.

v. Responsible development and growth

The surrounding northeastern portion of the city is expected to see extensive growth in the coming years as Mirror Lake subdivision continues to buildout, and new developments, such as the Arbours at Villa Rica, Old Stone Road and Mirror Lakes mixed-use project take shape. This compounds growth pressures along Dallas Highway from Tanner Medical Center, Dollar General and SoutheasTrans Headquarters. This development will provide additional 55+ housing opportunities within this region. With the realignment of Punkintown Road, the bypass completion, and a new roundabout junction south of the development, the development would be a responsible addition to an already growing area and will remove several blighted and vacant properties owned by the applicant in the process. The road network in the area has three roundabouts recently installed or planned that will help slow and regulate traffic.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

i. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;



Both Punkintown Road and Dallas Highway have seen extensive growth, and more growth is planned on these routes and surrounding areas, such as Old Stone Road. This development would commercialize a prominent corner and extend this growth. The size of the lot as well as adjacent and nearby properties lend the impetus for more commercial and residential single-family development on this tract and other nearby tracts. Nearby parcels include a cemetery across Punkintown Road and existing single-family residential developments on large lots.

ii. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The use is not expected to affect the existing uses nearby or usability of any adjacent structures or lots. All buffers within the ordinance must be adhered to.

iii. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property does not have a reasonable economic use as currently zoned. It is not the highest and best use of land given the acreage and Comprehensive Plan designations for appropriate zoning, which would allow for higher density and/or intensity. Because of the size and location of the parcel, along with development pressures along the Punkintown Road and Dallas Highway corridors, the rezoning to commercial and townhomes with smaller lot sizes than the 25,000 sq. ft. without sewer and 40,000 sq. ft. with sewer minimums required in the AG zone would give the parcel an economic advantage for courting uses.

iv. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

No excessive usage of city infrastructure has been identified as expected from the rezoning proposal by staff; however, the ability to provide sewer capacity should be secured prior to approval. Potential traffic impacts along Punkintown Road and Dallas Highway must be studied and reviewed by the City Engineer as a part of final plat approval. Dallas Highway and the Bypass Route are both Georgia DOT roadways. The planned roundabouts should improve traffic flow in the area. Schools will not be impacted, as the residential portion of the development is age-restricted.

v. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

The rezoning is supported by the Comprehensive Plan. The Comprehensive plan prescribes Suburban Village as the land use character area, which recommends townhome zoning districts and commercial. This is consistent with the requested zone change from AG to SFA and C1. The Community Crossroads recommends commercial zoning and existing residential, and PDs.



- vi. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**

No negative changing conditions are present or anticipated.

E. Comments

1. The City Council shall require that a legal plan or contract for the perpetuation, maintenance and function of all the common area or other common property be established and furnished to the Council to be approved by the City Attorney prior to final approval. The legal plan or contract shall assure that all such common areas shall be provided for in a satisfactory manner without expense to the City. The documents shall be recorded in the County Recorder's office by the applicant prior to occupancy of any building on the project.
2. Where applicable, a homeowners' or maintenance association shall be established for the purpose of permanently maintaining all open space and potential non-commercial recreational facilities. Such homeowner's or maintenance association agreements, guaranteeing continuing maintenance, and giving lien to the City in the event of lack of such maintenance, shall be submitted to the City Council for approval prior to the issuance of any permits.
3. A Landscape Plan, Open Space Plan and other details, as required, should be submitted to the City Engineer for review prior to Final Plat approval.
4. The developer is expected to incur the cost to build the newly aligned Punkintown Road and golf cart path with no reimbursement from the city. The roundabout will not be required. No property for the fire station will be required; however, the city will still acquire the two parcels north of the entrance to Towne Creek.

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

Reasons: The requested rezoning would provide further commercial growth along the Punkintown Road and Dallas Highway corridor and would advance further housing choices for seniors in our community.

Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The developer shall submit a survey or subdivision plan based on the recompiled proposed lot boundaries.
3. The Applicant/Developer/Owner agrees to construct a minimum of four elevations, and a minimum of 15% of each elevation shall be constructed of



masonry within the residential portion of the development.

4. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Towne Creek Drive, Punkintown Road and Dallas Highway.
5. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a result of zoning.
6. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.
7. The Applicant/Developer/Owner agrees to build and/or install all internal roadways and parking aisles to standards that would accommodate emergency access vehicles.
8. The Applicant/Developer/Owner and all successors and assigns will be required to develop the parcels as follows:
 - a. Construction of a realigned Punkintown Road without a traffic circle from the northern bypass to the existing Punkintown Road ROW, including a golf cart path on the east side of the road. The city will not reimburse the applicant or any future owners of the site.
 - b. No property is to be set aside for a county fire station, as it will no longer be required.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in the *Douglas Sentinel* and *Times-Georgian* on April 4th, 2023; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city to voice concern or support for the proposed actions.

Should you have any questions concerning the above comments please do not hesitate to contact me. I reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

Planning & Zoning Administrator



Arpit Realty, LLC– Punkintown Road and Dallas Highway

RA-01-23

April 12th, 2023

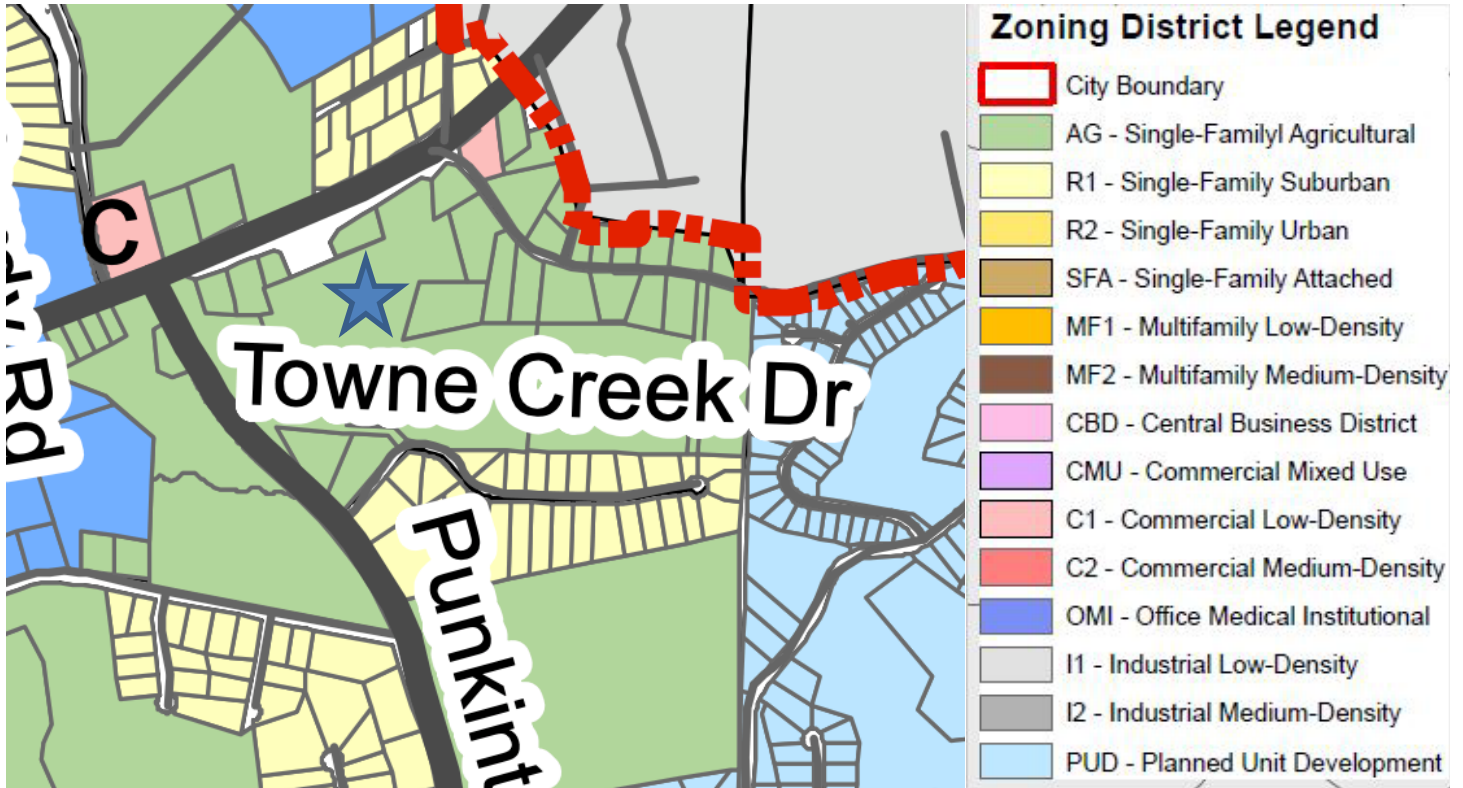
Page 14 of 16

Tracy Jarvis, Community Development Director (via email)



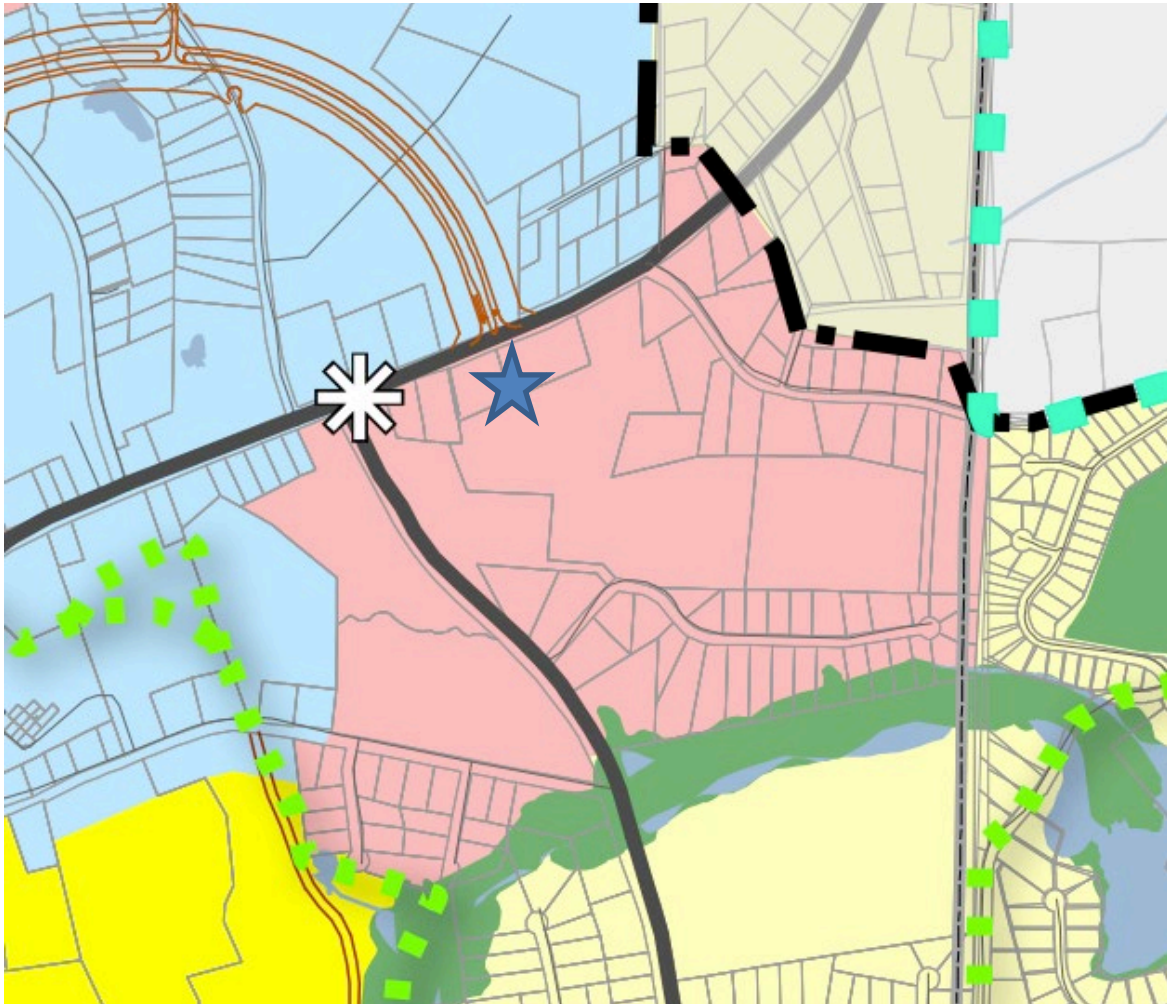
Corresponding Maps:

Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY



ZONING PLAN



PUNKINTOWN ROAD IMPROVEMENTS

CITY OF VILLA RICA, GEORGIA

DATE: 2/27/23
PROJECT #H22147
SCALE: 1" = 100'





**APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT**

☐ UDC TEXT AMENDMENT ☒ ZONING MAP AMENDMENT

Please complete the blanks with the information requested. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: February 23, 2023

APPLICANT

Applicant Name: Arpit Realty, LLC
Address: 900 Hillwood Cr City: Villa Rica State: GA Zip: 30180
Phone: () - Fax: () - Email: _____
Agent Name: Terry Dobbins
Address: _____ City: _____ State: _____ Zip: _____
Phone: (404) 680 - 5009 Fax: () - Email: terry.dob@hotmail.com
Owner Name (If different from applicant): _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: () - Fax: () - Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

REZONING REQUEST

Existing Zoning: AG Requested Zoning: C1 & SFA
Property Address: Varies (See Attached) Nearest Intersection: Punkintown Rd & Dallas Hwy
Present Use of Property: Single-Family Dwelling
Proposed Use: Commercial & Single-Family Attached Residential
Size of Tract: ±45.26 Ac Land Lot Numbers: Attached Districts: Attached
Gross Density: ±2.76 units per acre Net Density: ±2.97 units per acre
Property Tax Parcel Number: Varies (See Attached)

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____
Application checked by: _____ Date: _____ Map Number(s): _____
Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____
City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____
Manager's Signature: _____ Date: _____



CASE # _____
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B. of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, Terry Dubbois, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Terry Dubbois
Signature of Applicant

2-23-23
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

- ☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
 - h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Proposed text amendment;

Written statement describing reasons for the proposed text amendment; and any other exhibits as may be required by the Community Development Director.



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 23 day of Feb, 2023.

Terry Dobbin

Applicant's Name – Printed

Terry Dobbin

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 23rd day of February, 2023.



[Signature]
Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



ENGINEERS | SURVEYORS LANDSCAPE ARCHITECTS

6554 E. CHURCH ST DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

Letter of Transmittal

TO: City of Villa Rica – Attn: Ronald Johnson
ADDRESS: 571 W Bankhead Hwy, Villa Rica, GA 30180
PHONE: (770) 495-7000
DATE: 02/28/23
PROJECT: Punkintown Rezoning
PROJECT NO.: H22147
HRC REP: Avery Ward – award@hrcengineers.com

REMARKS:

WE ARE TRANSMITTING: ☐ Attached ☒ Via Hand Delivered The Following:

QUANTITY	DATE	DESCRIPTION
1	2/23/23	Rezoning Application
1	2/27/23	Rezoning Letter of Intent
1	2/27/23	Rezoning Site Plan
1	2/27/23	Adjacent Property Owners
9	Varies	Property Deed

☒ For Your Approval

☐ For Your Information

☐ For Review and Comment

☐ At Your Request

☐ Revise and Resubmit

☐ Make Corrections as Noted

CC: File

RECEIVED: _____



ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS

6554 E. CHURCH ST DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

February 27, 2023

Mr. Ronald Johnson
City of Villa Rica
Community Development
571 W Bankhead Hwy
Villa Rica, GA 30180
(770) 459-7000

RE: Punkintown Road Improvements – Rezoning Application

Dear Mr. Ronald Johnson:

As part of the Punkintown Road Improvements being conducted by the City of Villa Rica in conjunction with the Georgia Department of Transportation, Arpit Realty, LLC (applicant) is requesting to rezone approximately 45 acres from Punkintown Road to Stockmar Road located along State Route 61, including ± 19 acres to be rezoned to C1 – Commercial Low Density, ± 24 acres to be rezoned to SFA – Single Family Attached, and the remaining being dedicated right-of-way for the proposed road improvements. The commercial use may include a medical clinic or health care facility, fitness center, day care center, drug store or pharmacy, administrative or professional office, bank or financial institution, medical or dental laboratory, retail, restaurant, fast food, car wash, filling station, or any other permitted use listed in the zoning ordinance. The residential use will include ± 120 age restricted, ranch style townhomes connected to an urban road network with centralized water and sewer. The applicant believes these uses will be a good fit with the proposed road improvements and will not be detrimental to the interest of the general public. Per the comprehensive plan, the area is classified in the suburban village character area and is located at a community crossroad. The proposed commercial and residential uses fit within the primary future land uses listed in the comprehensive plan, including clustered neighborhood commercial and small scale-mixed use, multifamily dwellings, senior/assisted living facilities and conservation subdivisions. The area most likely to be directly affected by such change is the existing Towne Creek Subdivision as the entrance road will be redirected to the proposed roundabout. However, the new road improvements will provide safer and easier access to Punkintown Road and State Route 61 than the current road condition. Adjacent parcels will not be physically affected as screening and buffers will be observed per the zoning ordinance, and property value for the adjacent parcels should increase due to the proposed development. A proposed sanitary sewer lift station and water main extension will be required to serve utilities throughout the development. Once approved for

rezoning, construction plans and permitting will begin for agencies including but not limited to the City of Villa Rica, Georgia Department of Transportation, Georgia Environmental Protection Division and the United States Army Corps of Engineers with a projected approval date of December 2024 and construction commencing shortly after for an additional 3-5 years until full build-out.

Should you have any questions or require additional information, please feel free to contact me at (770) 942-0196.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Ward', with a stylized flourish at the end.

Avery J. Ward, P.E.
award@hrcengineers.com
(770) 942-0196

PARCEL ID	OWNER	ADDRESS
V04 0130001	SW NORTH VILLA RICA LLC	4151 ASHFORD DUNWOODY RD, STE 155, ATLANTA, GA 30319
V04 0130002	ANDREWS BRENDA JEAN	612 TAYLORS GIN RD, TEMPLE, GA 30179
V04 0130003	DHILLON TANWARPAL & KAUR TALWINDER	996 DALLAS HWY, VILLA RICA, GA 30180
V04 0130004	BUSBIN J E	1064 DALLAS HWY, VILLA RICA, GA 30180
V04 0130014	BUSBIN EDWIN	1064 DALLAS HWY, VILLA RICA, GA 30180
V04 0130012	BOOBER ERYN H	1094 DALLAS HWY, VILLA RICA, GA 30180
V05 0110020	CHURCH OF GOD OF PROPHECY, C/O PASTOR BILLY ADAMS	PO BOX 370, LIZELLA, GA 31052
V05 0110050	WILLIS VIRGINIA	59 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110022	WILLIS VIRGINIA	59 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110023	RAINWATER WILLIAM ANDREW & FUESTON JESSICA MEGAN	69 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110024	JOHNSON ROGER WAYNE & CARMEN RENEE	332 N BURNT HICKORY RD, DOUGLASVILLE, GA 30134
V05 0110166	WILLIAMS SHARON A	115 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110189	GIBSON SARAH & O'STEEN MICHAEL	125 STOCKMAR RD, VILLA RICA, GA 30180
V05 0110025	CARNES IRMA R	513 NORTHSIDE DR, VILLA RICA, GA 30180
V05 0110044	CLARK RICHARD RYAN & PRINCE BREEZY D	148 CHADWIK PL, VILLA RICA, GA 30180
V05 0110076	SCOTT SIDNEY B & MELISSA A	196 TOWN CRK DR, VILLA RICA, GA 30180
V05 0110077	SCOTT SIDNEY B & MELISSA A	196 TOWN CRK DR, VILLA RICA, GA 30180
V05 0110078	BURKE SHARON D	176 TOWNE CREEK DR, VILLA RICA, GA 30180
V05 0110079	HOLLAND & WALDROP PROP	643 OLD TANYARD RD, VILLA RICA, GA 30180
V05 0110080	HOLLAND & WALDROP	643 OLD TANYARD RD, VILLA RICA, GA 30180
V05 0110081	HOLLAND & WALDROP	643 OLD TANYARD RD, VILLA RICA, GA 30180
V05 0110082	WILSON EDDIE F & JANET	128 TOWNE CRK DR, VILLA RICA, GA 30180
V05 0110083	FREELAND DJUANA S	118 TOWNE CREEK DR, VILLA RICA, GA 30180
V05 0110084	MORALES JULIO ALEXANDER	108 TOWNE CREEK DR, VILLA RICA, GA 30180
V05 0110064	PARKER GARY L	93 TOWN CRK DR, VILLA RICA, GA 30180
V05 0110063	PARKER GARY L	93 TOWN CRK DR, VILLA RICA, GA 30180
V05 0110062	HOLLAND & WALDROP PROP	643 OLD TANYARD RD, VILLA RICA, GA 30180
V05 0110061	JOHNSON TINA M	65 TOWNE CR DR, VILLA RICA, GA 30180
V05 0110060	SHOOK COURTNEY BELLE & HARBIN KARLA	51 TOWNE CREEK DR, VILLA RICA, GA 30180
V05 0110053	TOKUNAGA KAWIKA	645 PUNKINTOWN RD, VILLA RICA, GA 30180
V05 0110051	WOODALL HAROLD & PHYLLIS	686 PUNKINTOWN RD, VILLA RICA, GA 30180
V05 0110055	WOODALL PHYLLIS BROWN	686 PUMPKINTOWN RD, VILLA RICA, GA 30180
V05 0110181	VILLA RICA CITY OF	571 HWY 78 W, VILLA RICA, GA 30180

eFiled and eRecorded
 DATE: 03/31/2022
 TIME: 3:28 PM
 DEED BOOK: 6056
 PAGE: 136 - 138
 FILING FEES: \$25.00
 TRANSFER TAX: \$550.00
 INTANGIBLE TAX: \$0.00
 PARTICIPANT ID: 1277837356
 PT61: 022-2022-001887
 RECORDED BY: WT
 CLERK: Alan J. Lee
 Carroll County, GA

Return to:
 C.S. Vaughn, LLC
 418 Westview Drive
 Villa Rica, GA 30180

File #20673-22

EXECUTOR'S DEED

STATE OF GEORGIA
 COUNTY OF CARROLL

THIS INDENTURE, Made this 31st day of March, 2022, between

Dorothy Ann Miller and Jody Lance Miller, as Co- Executors of the Estate of Paul Bryan Miller, aka Paul B. Miller, (deceased), said Estate being duly probated with the Probate Court of Carroll County, Georgia and having an Estate No. 2021-ES-711, and Pamela Dale Bryant, nka Pamela Dale Windsor, aka Dale B. Windsor,

of the County of Carroll and State of Georgia, of the first part, and

**Arpit Realty, LLC,
 a Georgia Limited Liability Company**

of the County of Carroll and State of Georgia, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$10.00, in hand paid at and before the sealing and delivery of the presents, these receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presented does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns the following:

ALL THAT TRACT or parcel of land lying and being in Land Lot Numbers 177 and 208 of the 2nd District and 5th Section of Carroll County, Georgia, being more particularly described as Exhibit "A," attached hereto and made a part of this description by specific reference thereto.

Subject to covenants, conditions, restrictions and easements of record.

AND, the said party of the first part, his heirs, executors and administrators affirms that all Federal Estate Taxes against the Estate of Paul Bryan Miller have been finally determined and fully paid or that said estate is not subject to such tax. Further, the said party of the first part, his heirs, executors and administrators affirm that all debts of the Estate of Paul Bryan Miller have been paid in full.

AND, the said party of the first part, his heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said party of the second part, his heirs and assigns, against the claims of all persons whomsoever.

TO HAVE AND TO HOLD the said bargained premises, 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 the said party of the second part, his heirs and assigns forever in fee simple.

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

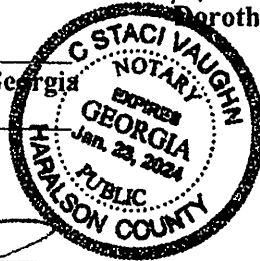
Signed, sealed, and delivered on this the
31st day of March, 2022,
in the presence of:

Estate of Paul Bryan Miller

WITNESS

Bartholomew Miller (Seal)
Bartholomew Miller, as Co-Executrix

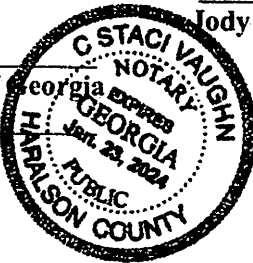
NOTARY PUBLIC, State of Georgia
My Commission Expires



WITNESS

Jody Lance Miller (Seal)
Jody Lance Miller, as Co-Executor

NOTARY PUBLIC, State of Georgia
My Commission Expires



WITNESS

Pamela Dale Windsor (Seal)
Pamela Dale Windsor, aka Dale B. Windsor,
aka Pamela Dale Bryant, Individually

NOTARY PUBLIC, State of Georgia
My Commission Expires

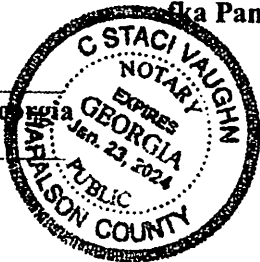


Exhibit "A"
Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lot Numbers 177 and 208 of the 2nd District and 5th Section of Carroll County, Georgia, being TRACT 1, containing 10.204 acres, and TRACT 2, containing 10.206 acres, all as more particularly described on that certain plat of survey dated, January 22, 2021, entitled "Survey for: Pamela Dale Bryant Windsor and Paul Bryan Miller," prepared by Pioneer Land Surveying, certified by Lester E. Bell, GRLS # 2935, and recorded with the Clerk of the Superior Court of Carroll County, Georgia at Plat Book 107, Page 410, which survey and the record are incorporated herein by specific reference thereto.

Also included and conveyed herewith is a 50-foot ingress/egress easement and a 20 foot ingress/egress easement as described on the above referenced plat of survey.

The above-described property being the same property as described in that certain Deed of Assent dated June 6, 2013 from the Estate of Ruby Pauline Dobbins Bryant to Paul Bryan Miller and Pamela Dale Bryant, now known as Pamela Dale Windsor, aka Dale B. Windsor recorded with the Clerk of the Superior Court of Carroll County, Georgia at Deed Book 77, Page 239.

eFiled and eRecorded
DATE: 08/29/2022
TIME: 10:46 AM
DEED BOOK: 6103
PAGE: 185 - 187
FILING FEES: \$25.00
TRANSFER TAX: \$42.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 1277837356
PT61: 022-2022-05141
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

Return Recorded Document to:
C. S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Carroll

File #: 21097-22

This Indenture made this 26th day of August, 2022, between **Lhonda Edwards**, formerly known as **Lhonda Faye Watkins and Lanny Ray Watkins**, of the County of **Carroll**, State of **Georgia**, as party or parties of the first part, hereinafter called Grantor, and **Arpit Realty, LLC**, a **Georgia Limited Liability Company**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land situate, lying and being in **Land Lot 208 of the 2nd District of Carroll County, Georgia**, and being more particularly described as **Exhibit "A"** attached hereto and made a part of this instrument by specific reference thereto.

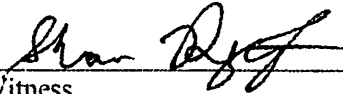
This Deed is given subject to all easements and restrictions of record, if any.

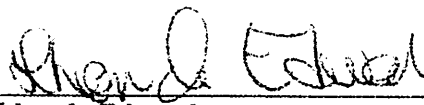
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

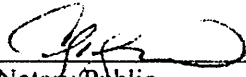
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

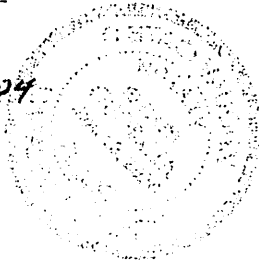
Signed, sealed, and delivered on this
the 26th day of August, 2022,
in the presence of:

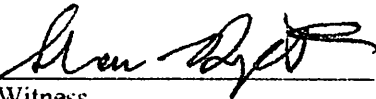

Witness

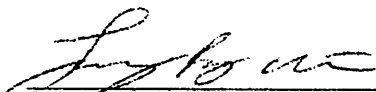

Lhonda Edwards (Seal)

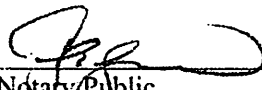

Notary Public

My Commission Expires: 1/23/2024
(Notary Seal)




Witness


Lanny Ray Watkins (Seal)


Notary Public

My Commission Expires: 1/23/2024
(Notary Seal)

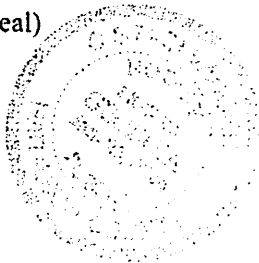


EXHIBIT "A"

**1023 Dallas Highway
Villa Rica, GA 30180**

All that tract or parcel of land situate, lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, as shown and delineated on plat in Deed Book 151, Page 2, Carroll County Deed Records, and more particularly described as follows: COMMENCING at an iron pin located on the Southeasterly right of way of Georgia Highway No. 61, 700 feet Southwesterly along said right of way from centerline of Stockmar Road where it intersects with Georgia Highway No. 61, and from said Point of Beginning, South 19 degrees and 10 minutes East along the Southwesterly property line of J. H. Millians 209 feet to an iron pin; thence South 65 degrees and 03 minutes West 110 feet to an iron pin; thence North 19 degrees and 15 minutes West 213.5 feet to an iron pin located on the Southeasterly right of way of Georgia Highway No. 61; thence North 67 degrees and 20 minutes East along the Southeasterly right of way of said highway 110 feet to Point of Beginning, and having situated thereon a seven (7) room, one and one-half (1-1/2) bath, brick veneer dwelling, above described property described in Deed recorded in Deed Book 149, Page 99, Carroll County Public Records.

ALSO, all that tract or parcel of land situate, lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, same being a vacant lot fronting 100 feet on the Southeasterly side of Georgia Highway No. 61, and running back of even width 213.5 feet, as shown and delineated on plat of survey, prepared by Harrison Engineering, May 25, 1964, recorded in Deed Book 151, Page [2], Carroll County Public Records, and more particularly described as follows: COMMENCING at an iron pin located on the Southeasterly right of way of Georgia Highway No. 61, 810 feet Southwesterly along said right of way from the centerline of Stockmar Road where it intersects with Georgia Highway No. 61, and from said Point of Beginning, running thence South 19 degrees 15 minutes East 213.50 feet; thence South 65 degrees 3 minutes West 100 feet; thence North 19 degrees 15 minutes West 213.5 feet to a corner on the Southeasterly right of way of Georgia Highway No. 61; thence North 67 degrees 20 minutes East along the Southerly right of way of said highway 100 feet to the Point of Beginning. Above described property is described in Deed recorded in Deed Book 149, Page 99, Carroll County Public Records.

LESS AND EXCEPT:

Less and Except from the above described property is any of the above described property that was conveyed pursuant to that certain Georgia Department of Transportation Right of Way Deed dated June 22, 2018, from Lanny Ray Watkins and Lhonda Faye Watkins, now known as Lhonda Edwards, to the Georgia Department of Transportation, for Project No. STP00-0018-01(067), as further described in said right of way deed as filed in the Office of the Clerk of the Superior Court of Carroll County, Georgia, at Deed Book 5645, Page 26, which deed is by reference thereto incorporated herein for a more full and complete description of said property.

Return Recorded Document to:
C. S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

eFiled and eRecorded
DATE: 10/25/2022
TIME: 4:35 PM
DEED BOOK: 6118
PAGE: 190 - 192
FILING FEES: \$25.00
TRANSFER TAX: \$105.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 1277837356
PT61: 022-2022-006294
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF CARROLL

FILE #: 21155-22

THIS INDENTURE made this 25th day of October, 2022, between

Derek Varner,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinunder called Grantor, and

**Arpit Realty, LLC,
a Georgia Limited Liability Company**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee the following, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, and being more particularly described as Exhibit "A" attached hereto and made a part of this instrument by specific reference.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel 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 the said Grantee, forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed, and delivered on this the
25th day of October, 2022,
in presence of:


Witness


Derek Varner (SEAL)


Notary Public

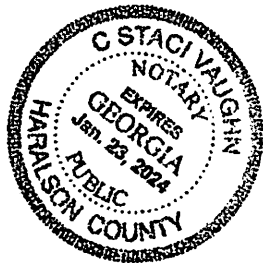


EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 208 of the 2nd District of Carroll County, Georgia, and being more particularly described as follows:

COMMENCING at the intersection of the southerly edge of the right of way of Georgia State Route No. 61 with the eastern right of way of Punkintown Road (a/k/a Mirror Lake Boulevard), and proceed thence in an easterly and northeasterly direction along the right of way of Georgia State Route No. 61, 309.27 feet to an iron pin set, said point being the TRUE POINT OF BEGINNING; thence along the right of way of Georgia State Route No. 61, the following courses and distances: North 73 degrees 40 minutes 04 seconds East 53.16 feet to a point; North 73 degrees 25 minutes 22 seconds East 98.34 feet to a point; North 73 degrees 25 minutes 22 seconds East 10.00 feet to an iron pin set; thence departing the right of way of Georgia State Route No. 61 and proceeding South 11 degrees 46 minutes 30 seconds East 214.14 feet to an iron pin found; thence South 72 degrees 05 minutes 20 seconds West 10.00 feet to a one-inch iron pipe found; thence South 10 degrees 11 minutes 16 seconds East 122.22 feet to a rock corner; thence South 87 degrees 51 minutes 17 seconds West 57.66 feet to an iron pin found; thence North 84 degrees 11 minutes 43 seconds West 104.99 feet to a one-half inch iron pin found; thence North 06 degrees 42 minutes 36 seconds West 67.23 feet to an iron pin set; thence North 10 degrees 52 minutes 46 seconds West 215.80 feet to an iron pin set on the southerly edge of the right of way of Georgia State Route No. 61, being the true point of beginning.

The captioned premises being shown as Tracts 1 and 2 on a boundary survey for Derrell V. Huff as filed of record in Plat Book 95, Page 99, Carroll County, Georgia Records, which plat of survey by reference thereto is incorporated in this description.

LESS AND EXCEPT:

ALL THAT TRACT or parcel of land described in that certain Georgia Department of Transportation Right of Way Deed dated May 12, 2018, from Derek Vamer to Georgia Department of Transportation and appearing of record with the Clerk of the Superior Court of Carroll County, Georgia, at Deed Book 5632, Page 497.

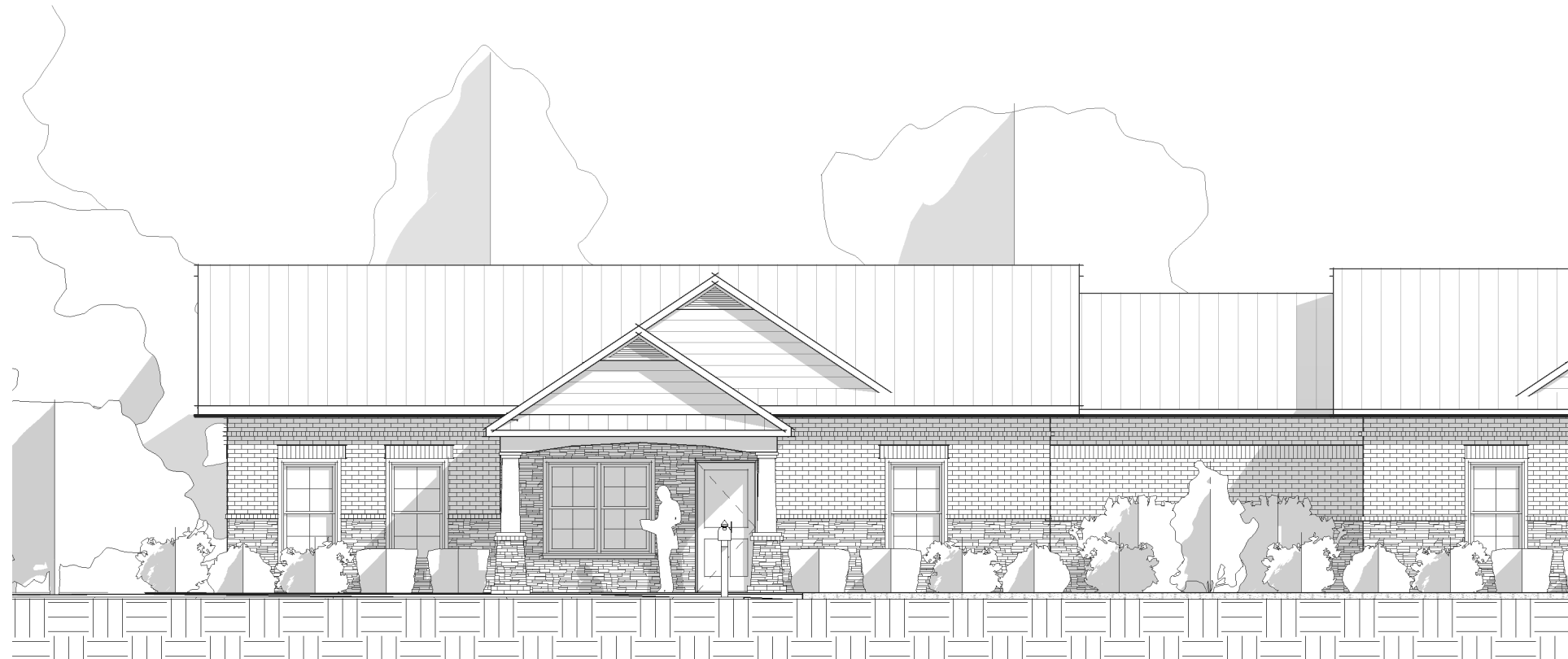
VILLA RICA - 55+ SENIOR LIVING

± 1,208 SF HEATED
 ± 150 SF PORCHES
 440 SF 2-CAR CARPORT
 (ACCESSIBLE FROM REAR ALLEY)

2 BEDROOM
 2 BATH



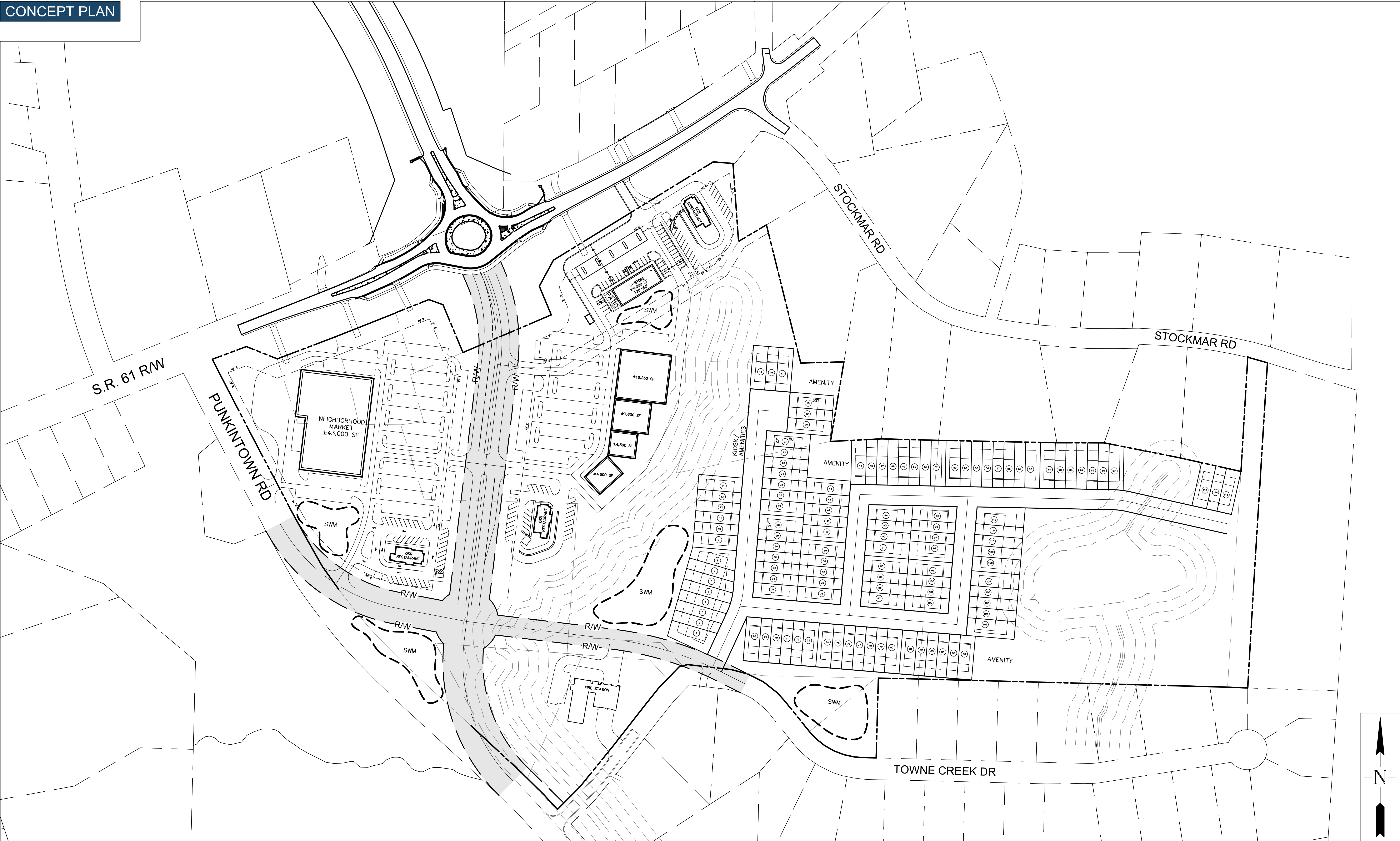
1 | FRONT PERSPECTIVE
 PFP-1 | 1/2" = 1'-0"



2 | ELEVATION
 PFP-1 | 1/8" = 1'-0"

BELL & ASSOCIATES ARCHITECTS
 CONTACT: ZAC BELL
 128 LOVVORN ROAD
 CARROLLTON, GA 30117
 P) 770.830.8856





VILLA RICA - 55+ SENIOR LIVING

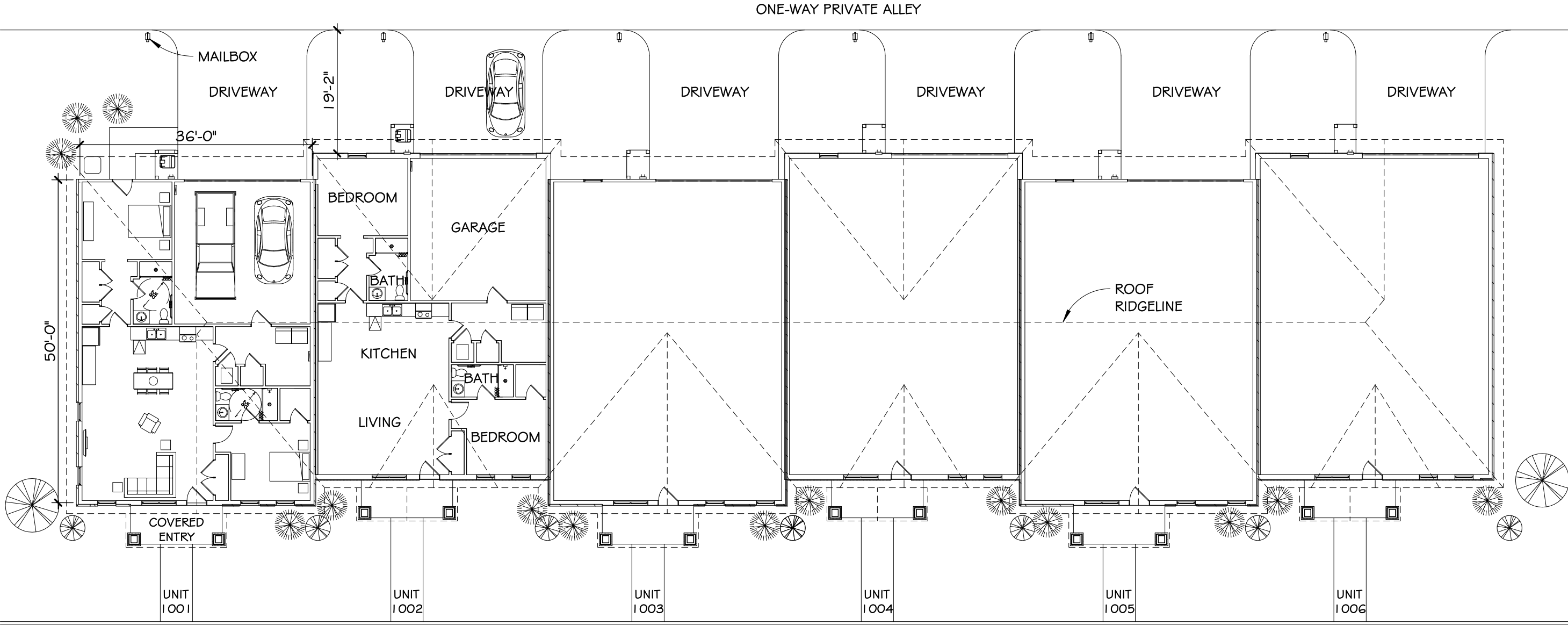
±1,208 SF HEATED
±150 SF PORCHES
440 SF 2-CAR GARAGE

2 BEDROOM
2 BATH



2 | PRELIMINARY ELEVATION - STREET-FRONT

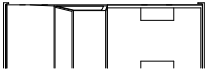
PFP-1 | 1/16" = 1'-0"



1 | PRELIMINARY FLOOR PLAN - UNITS #1001-1006

PFP-1 | 1/16" = 1'-0"

PUBLIC STREET



BELL & ASSOCIATES ARCHITECTS
CONTACT: ZAC BELL
128 LOVVORN ROAD
CARROLLTON, GA 30117
P) 770.830.8856

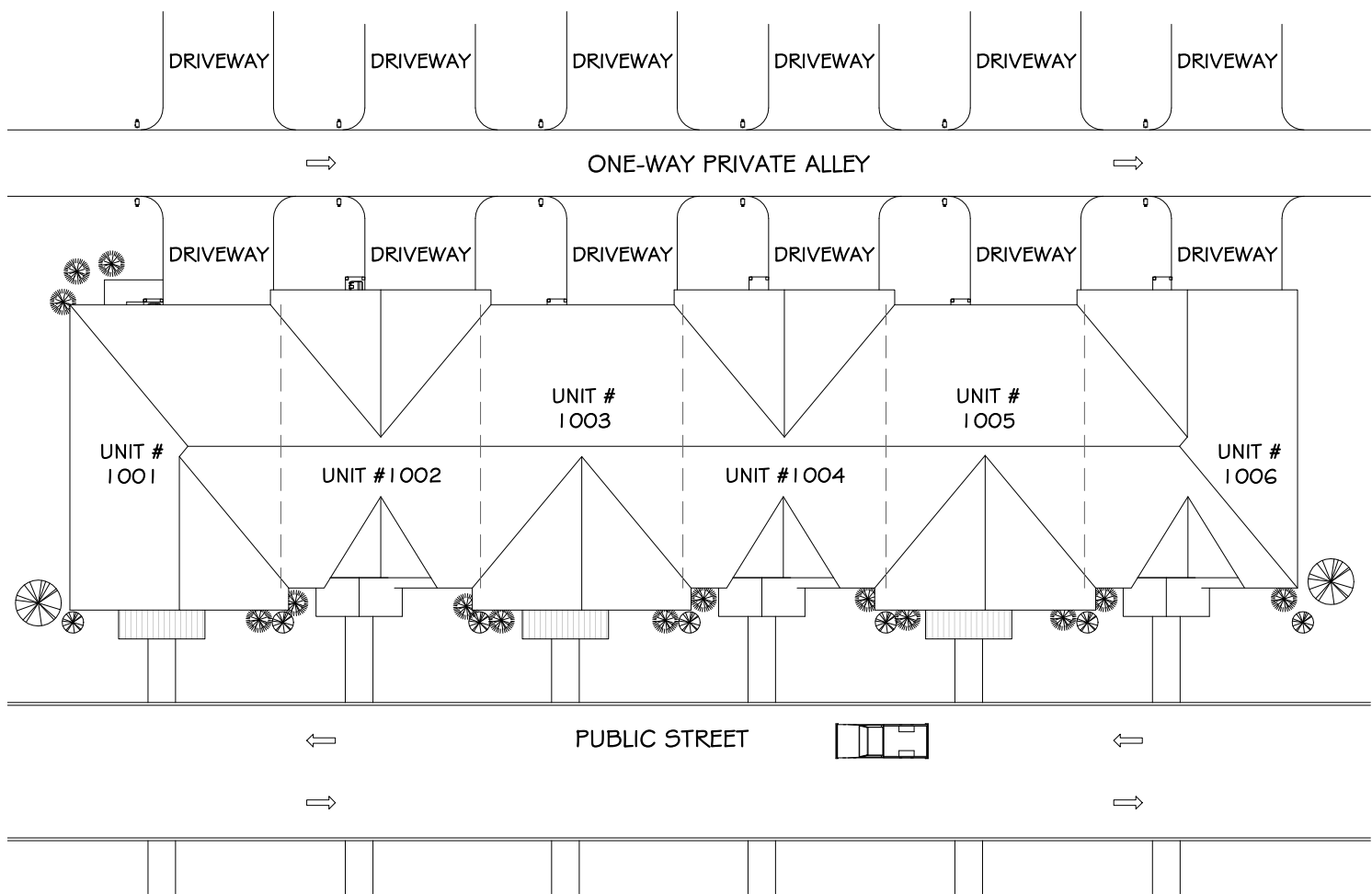


VILLA RICA - 55+ SENIOR LIVING

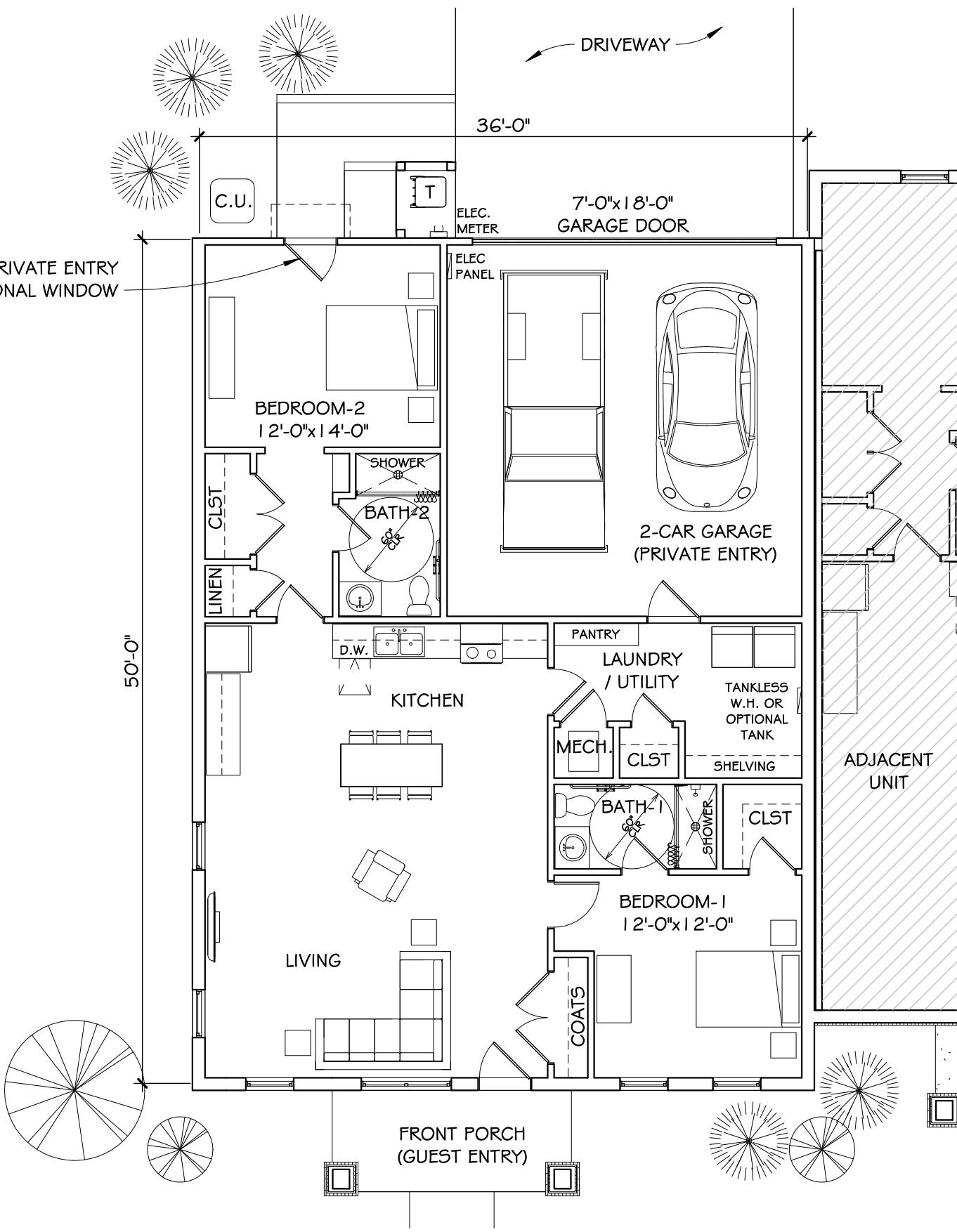
± 1,208 SF HEATED
± 150 SF PORCHES
440 SF 2-CAR GARAGE

2 BEDROOM
2 BATH

SCHEMATIC "C" - 06/22/2023



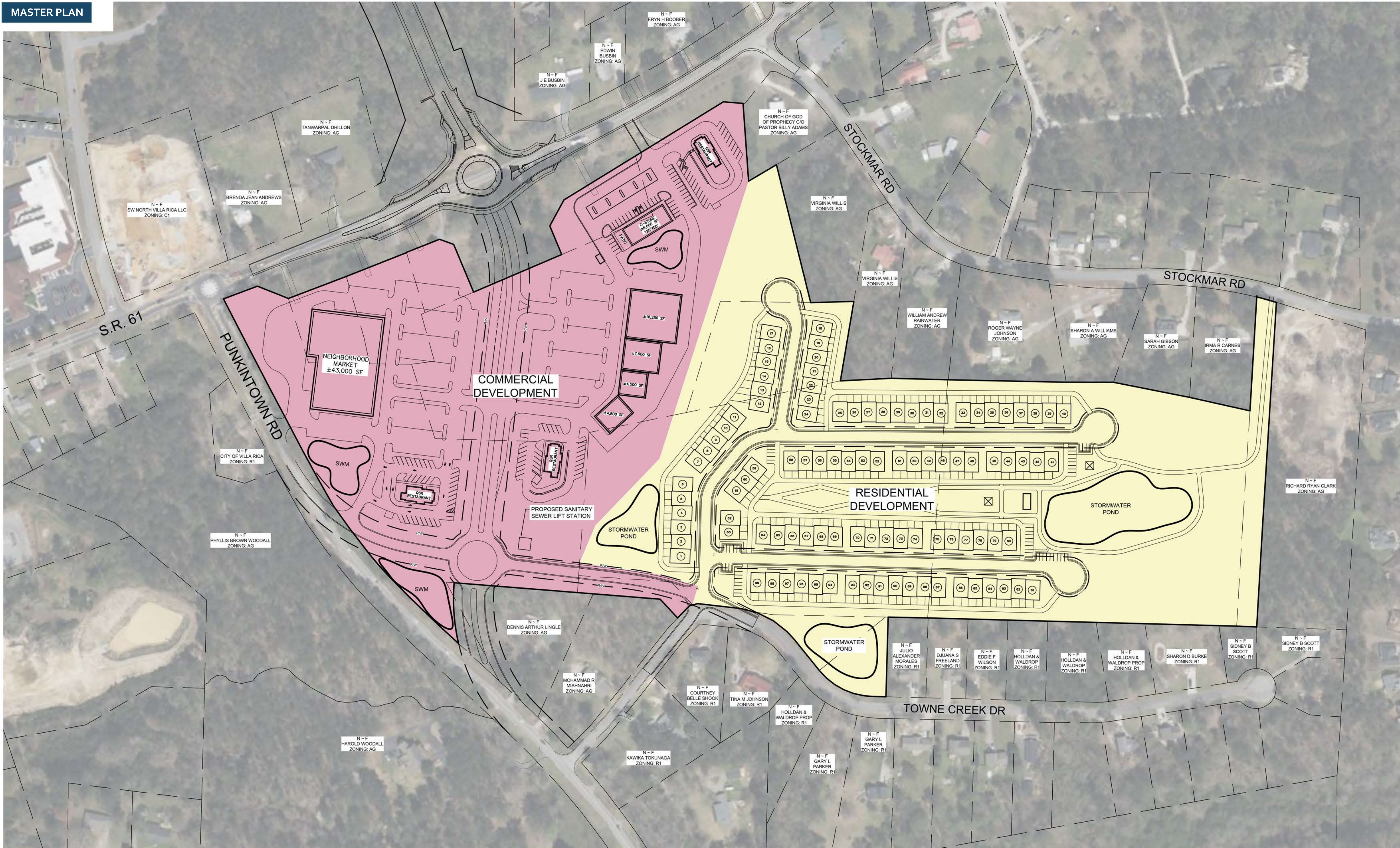
1 | ROOF PLAN - UNITS #1001-1006
PFP-2 | 1/32" = 1'-0"



2 | FLOOR PLAN - UNIT #1001
PFP-2 | 1/8" = 1'-0"

BELL & ASSOCIATES ARCHITECTS
CONTACT: ZAC BELL
128 LOVVORN ROAD
CARROLLTON, GA 30117
P) 770.830.8856







- SITE NOTES:**
- 1. A VARIANCE IS REQUIRED TO ALLOW 10' BUILDING SETBACKS
 - 2. NO PLAYGROUNDS SHALL BE IN THE AMENITY AREAS
 - 3. A MINIMUM OF ONE TRAFFIC CALMING PRACTICE SHALL BE PROVIDED ALONG THE MAIN ENTRANCE ROAD INTERNAL TO THE NEIGHBORHOOD. THE PRACTICE MAY INCLUDE A STOP SIGN, ROAD DIET, SPEED HUMP, OR OTHER DEVICE APPROVED THROUGH THE CIVIL PLAN REVIEW PROCESS.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RA-01-23 – Rezoning of 45.26 acres at Punkintown Road and Dallas Highway
AGENDA DATE: July 11, 2023

DATE PREPARED: June 30, 2023
PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?
PUBLIC HEARING: YES

PURPOSE: Arpit Realty, LLC seeks a rezoning of thirteen (13) parcels along Punkintown Road and Dallas Highway from Single-Family Agricultural (AG) to Commercial Low-Density (C1) and Single-Family Attached (SFA) in order to reparcel the lots and advance a proposed Age 55+ 120-unit townhome proposal and a neighborhood commercial development.

BACKGROUND: The applicant's proposal would re-parcel thirteen (13) lots and subdivide the property between C1 and SFA-zoned uses. Approximately 19 acres is to be rezoned C1 and 24 acres zoned SFA. A proposed realignment of Punkintown Road and Towne Creek Drive, along with the new roundabout at those roadways, would take the remaining acreage.

The Planning & Zoning Commission voted 4-0 to deny the application on grounds concerning the use of the townhomes as rentals as well as a lack of details to the proposal.

STAFF RECOMMENDATION: APPROVAL W/Conditions:

Reasons: The requested rezoning would provide further commercial growth along the Punkintown Road and Dallas Highway corridor and would advance further housing choices for seniors in our community.

Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The developer shall submit a survey or subdivision plan based on the recompiled proposed lot boundaries.
3. The Applicant/Developer/Owner agrees to construct a

minimum of four elevations, and a minimum of 15% of each elevation shall be constructed of masonry within the residential portion of the development.

4. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Towne Creek Drive, Punkintown Road and Dallas Highway.
5. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a result of zoning.
6. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.
7. The Applicant/Developer/Owner agrees to build and/or install all internal roadways and parking aisles to standards that would accommodate emergency access vehicles.
8. The Applicant/Developer/Owner and all successors and assigns will be required to develop the parcels as follows:
 - a. Construction of a realigned Punkintown Road without a traffic circle from the northern bypass to the existing Punkintown Road ROW, including a golf cart path on the east side of the road. The city will not reimburse the applicant or any future owners of the site.
 - b. No property is to be set aside for a county fire station, as it will no longer be required.

IMPACT: N/A

MOTION: I move to approve the rezoning request from Arpit Realty, LLC for a rezoning from AG to C1 and SFA with the conditions as outlined by staff.



June 14th, 2023

Renee Kilgore, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Arpit Realty, LLC
RA-02-23
Rockmart Road @ Lake Paradise Road
Land Lot 195, District 6th
Parcel # V03 0120365
Acreage: 2.5
Ward: a
City Council Member: Leslie McPhersona
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Kilgore:

Arpit Realty, LLC (the Applicant) seeks a rezoning of a 2.5-acre parcel from Industrial-Medium Density (I2) to Commercial Low-Density (C1) in order to construct a liquor store.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Application for Zoning Map Amendment, dated February 27th, 2023;
2. Applicant Letter of Intent, prepared by the applicant, dated April 28th, 2023;
3. Warranty Deed, dated June 17th, 2022, signed by Gary R. Matthews and Carol S. Matthews;
4. Concept Plan, prepared by HRC, Inc., dated April 28th, 2023, unsigned/unsealed;
5. Boundary and Topographic Survey, prepared by HRC, Inc., dated September 23, 2022, signed and sealed by Patrick P. Nunn, PLS.



A. Existing Conditions

The subject property is located on the southwest corner of Rockmart Road (State Highway 101) and Lake Paradise Road. The property currently features vacant land. The lot is relatively flat in nature and does not feature any streams or natural water features. The parcel is currently zoned Industrial-Medium Density and is located in an area of light commercial service uses, residential detached single-family homes in subdivisions and manufactured home neighborhoods, and pending industrial warehouse development to the south of the parcel. The parcel borders a city boundary/unincorporated area that features low-density residential detached homes. The property has approximately 404.50' of frontage along Lake Paradise Road and approximately 315' of frontage along Rockmart Road.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Low-Density (C1)	Suburban Village Character Area
East	Single-Family Home (R3) (County)	Residential
South	Industrial-Medium Density (I2)	Suburban Village Character Area
West	Manufactured Home Subdivision (MHS) (County)	Residential



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.



B. Site History

The Unified Development Code (UDC) had the property zoned as General Commercial (GC). The property was rezoned to I2 during the citywide rezoning efforts in 2020. The city does not have record of any previous land use application for this address. The parcel is vacant with no structures or signs of previous clearing activities.

C. Proposed Development

The applicant currently owns the subject parcel and proposes a liquor store on the site. Liquor stores are a permitted use in the C1 zoning district. The applicant has indicated on the site plan that the convenience store will be 10,000 square feet. The submitted concept plan features a septic field and reserve, a stormwater pond, and thirty-seven (37) parking spaces.

The applicant's request to rezone the property to C1 requires the implementation of several nonresidential design standards and other sections of the development ordinance that are applicable to nonresidential developments.

Design Standards and Bulk Requirements

The applicant is expected to follow all architectural design standards indicated within Section 9.04 *Non-residential Design Standards*. The applicant has not requested any variances.

See Table 2 below for yard and bulk requirements in the C1 Zone as indicated in the Zoning Ordinance:

TABLE 2 - BULK REQUIREMENTS – COMMERCIAL LOW-DENSITY (C1) ZONING DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	2.5	C
Minimum Lot Width (ft)	100	~200'	C
Minimum Front Yard Setback (ft)	45 (Rockmart Road) 35 (Lake Paradise Road)	50 (Rockmart Road) 35 (Lake Paradise Road)	C
Minimum Rear Yard Setback (ft)	20	20	C
Minimum Side Yard Setback (ft)	10	10	C
Maximum Building Coverage	50	Unknown	Unknown
Maximum Building Height (ft)	45	Unknown	Unknown
Maximum Impervious Coverage (%)	75	Unknown	Unknown

The development is proposed to have city water, and is proposing a septic field system to handle raw sewage. The applicant is required to follow all requirements of the Villa Rica Development Code.

Open Space

The C1 zone has a 5% open space requirement as per Table 7.24 of the Villa Rica Zoning



Ordinance. The applicant appears to have ample space on the concept plan to provide the necessary 5% open space and it is not projected that meeting this ordinance provision will be problematic. The ordinance specifies what is considered nonqualifying open space and qualifying open space as specified below:

Table 7.24: Minimum Required Open Space		
Zoning District	Percentage of Open Space	Notes
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

TABLE 5 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
Non-Qualifying Open Space	Qualifying Open Space
Required Private Yards	Conservation areas and wetlands preserved as conservation areas.
Street rights-of-way, open parking area and driveways for dwellings	Floodplains
Land covered by buildings	Woodlands
Required detention and retention ponds that are not visually or physically accessible.	Riparian Corridors
The floodway of any stream, regulated drain, river or other water body accessible.	Retention and detention facilities with the following characteristics: 1. Perimeter access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA. 2. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter



	access area of the detention area. 3. Planting. Native plant material is encouraged around the perimeter of retention ponds.
Any area with slopes exceeding a twenty-five percent (25%) grade.	Development amenity areas containing semi-public areas such as: 1. Plazas with seating and special features such as public art or fountains. 2. Pocket parks with seating and landscaping. 3. Decorative water features; and lakes.
Any wetlands on the development site, unless preserved as a conservation area.	

Offsite Improvements

No off-site improvements (sidewalks, acceleration/deceleration lanes, etc.) are proposed, based on the site plan. Only one entrance is proposed for the project, from Lake Paradise Road.

Buffering/Screening/Tree Conservation:

A landscaping plan was not submitted by the applicant, and is required to be submitted prior to the issuance of a Land Disturbance Permit. The applicant will be required to provide perimeter landscaping for off-street parking areas, along with interior landscaping for off-street parking areas as indicated in Section 7.05(6) *Parking area Landscaping*. The applicant is expected to follow all required tree and shrub planting requirements of Section 7.05.

No buffer is required between the C1 zone and county land, nor the I2 zoned property adjacent as illustrated in Table 7.8 and Table 7.9 of the zoning ordinance.



Table 7.8: Applicable Buffer Yard Types														
		New Residential Development						New Commercial Development					New Industrial Development	
		AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Existing Residential	AG	-	1	1	2	3	3	3	3	3	4	3	4	4
	R1		-	1	2	3	3	3	3	3	4	3	4	4
	R2			-	1	2	3	3	3	3	4	3	4	4
	SFA				-	1	2	3	3	3	3	3	4	4
	MF1					-	1	2	2	2	3	2	3	4
	MF2						-	2	2	2	3	2	3	4
Existing Commercial	CBD							-	1	1	1	1	3	4
	CMU								-	1	1	1	3	4
	C1									-	1	1	2	4
	C2										-	1	2	4
	OMI											-	2	4
Existing Industrial	I1												-	3
	I2													-

- When a dissimilar land use locates next to an established residential land use within the same zoning classification, buffering and screening standards per Table 7.7: Buffer Yard Types Description for Buffer Yard Type 2 shall apply.



Table 7.9: Buffer Yard Types Description

Type 1	Buffer width - Ten (10) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 3.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 2.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least fifty percent (50%) of the unit value shall be derived from deciduous shade trees (overstory).	Type 3	Buffer width - Thirty (30) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least ten percent (10%) of the unit value shall be derived from Deciduous Shade Trees (overstory) or deciduous ornamental trees (understory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds shall be incorporated into the buffer yard design.
Type 2	Buffer width - Twenty (20) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 4.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 3.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least twenty-five percent (25%) of the unit value shall be derived from deciduous shade trees (overstory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds are encouraged to gain additional height.	Type 4	Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.

Flood Plain

The property is not considered to be in a flood zone as designated by FEMA. This area is considered in “Flood Zone X”, which is an area of minimal flood hazard. Figure 2, below, indicates the flood zone map:



National Flood Hazard Layer FIRMette



Figure 2: National Flood Hazard Map, retrieved from FEMA.gov



Rezoning Review Criteria

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan;

Villa Rica Future Land Use Map

The Future Land Use Plan prescribes “Suburban Village Character Area” as the future land use for the parcel. The intent of the Suburban Village Character Area is as follows:

“Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists. Sidewalks and pedestrian linkages to nearby parks and other amenities should be provided in new developments.”

The character area has design principles that recommend “low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads”. The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Suburban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

<u>TABLE 3 - APPROPRIATE ZONING CATEGORIES – SUBURBAN VILLAGE</u>	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Single Family (R20)	Single-Family Suburban (R1) Single-Family Urban (R2)
Multi-Family (R-14)	Multi-Family Low-Density (MF1)
Residential Townhome (RT)	Single-Family Attached (SFA)
Rural Development (RD)	Single-Family Agricultural (AG)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional (OI)	Office Medical Institutional (OMI)

ii. Current conditions and the character of current structures and uses in each district;



The lot currently features vacant land. The character of the C1 zone is commercial in nature, and is specialized for low intensity retail, service and office uses. The uses adjacent to the site to the north is a service station with convenience store, and south of the site is a proposed industrial warehouse facility. East and west of the site are residential single-family structures within unincorporated Carroll County.

iii. The most desirable use for which the land in each district is adapted;

The proposed use is the highest and best use of the property as suggested by the permitted uses table for the C1 Zone. Several uses, such as retail, commercial service and other neighborhood uses are in demand for the area and are approved uses in the C1 Zone. The city is proposed to have a total of 4 liquor stores, to which the applicant is interested in a license to operate one in this district.

iv. The conservation of property values throughout the jurisdiction; and

Property values are not expected to be greatly affected, either positively or negatively by the redevelopment of the lot for commercial purposes.

v. Responsible development and growth

The liquor store would add additional commercial capacity on Rockmart Road and provide a location for an in-demand use. Changing the parcel to commercial zoning would continue the commercialization of the intersection.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

i. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The surrounding area features a mix of commercial, industrial and residential uses. The proposed retail liquor store use would be suitable for the property given the increase in vehicular and truck traffic, expanse of residential homes nearby, and growing nearby industrial job sites.

ii. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The proposed rezoning and development is not expected to impact nearby uses.

iii. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property does have a reasonable economic use as currently zoned. Although the site is only 2.5 acres, small industrial buildings are still in demand and can be accommodated on the parcel. Because of the location and visibility of the parcel, and other nearby commercial uses adjacent to the site at different corners of the intersection, a commercial use would be



most desirable from a land planning perspective.

iv. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

No excessive usage of city infrastructure has been identified as expected from the rezoning proposal by staff. The applicant is proposing a septic field solution for sewage and an onsite stormwater pond.

v. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

The rezoning is supported by the Comprehensive Plan. The Comprehensive plan prescribes Suburban Village as the land use character area, which recommends commercial zoning categories, which aligns with the requested zone change from Industrial Medium-Density (I2) to Commercial Low-Density (C1).

vi. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Georgia DOT is constructing a traffic circle and a bypass route nearby at the intersection of SR 61/101 and Rockmart Road. This project is partially intended to improve the traffic queuing at that intersection and to slow traffic passing Reid Plantation subdivision. An industrial warehouse is also proposed at that intersection, backing up to the subject property. The increase in truck traffic and the general commercialization of Rockmart Road on either side of the parcel gives impetus for a commercial use at the intersection with Lake Paradise Road. In addition, sidewalks for the proposed development are required, which would connect the site to surrounding uses for pedestrian access. These improvements are expected to improve the developability of the parcel.

D. Comments

No Staff Comments

E. Recommendation

Staff recommendation: APPROVAL w/ Conditions

Conditions:

1. The applicant shall agree that zoning approval is not an implied consent to receiving a liquor license or that the applicant has won the city lottery for a license. Should the applicant not be the presumptive licensee for this district, the applicant may construct permitted uses within the C1 zone subject to meeting all applicable development standards within the zoning



ordinance.

Reasons:

1. The C1 Zone is listed as an appropriate zoning category listed in the Comprehensive Plan for the Suburban Village Character Area.
2. The use is the highest and best use for the land.
3. An in-demand commercial use with minimal associated municipal infrastructural costs would be permitted to locate on the parcel.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on June 6th, 2023; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city via letter objecting to the proposed development.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

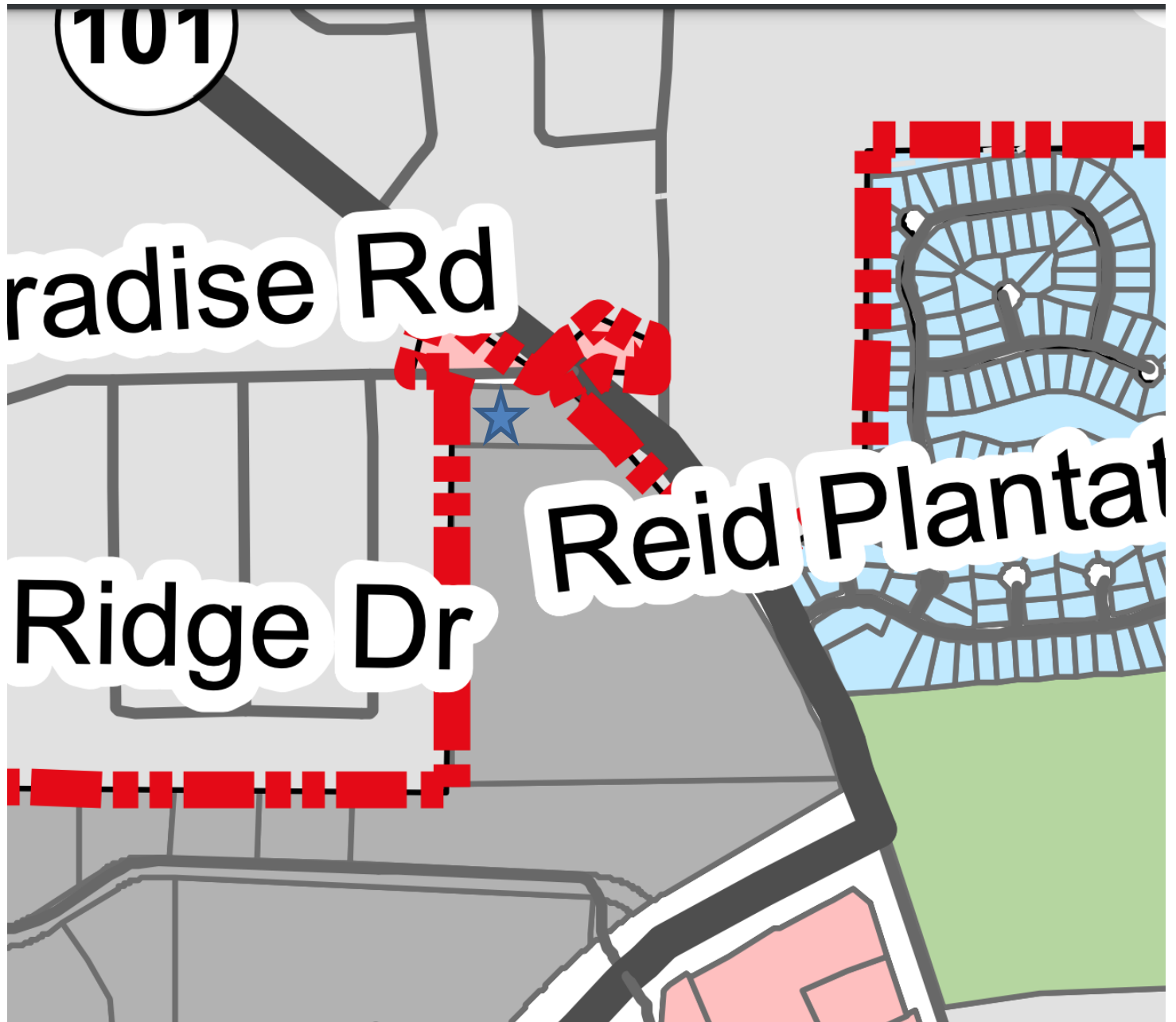
Very truly yours,

Ronald Johnson

Planning & Zoning Administrator

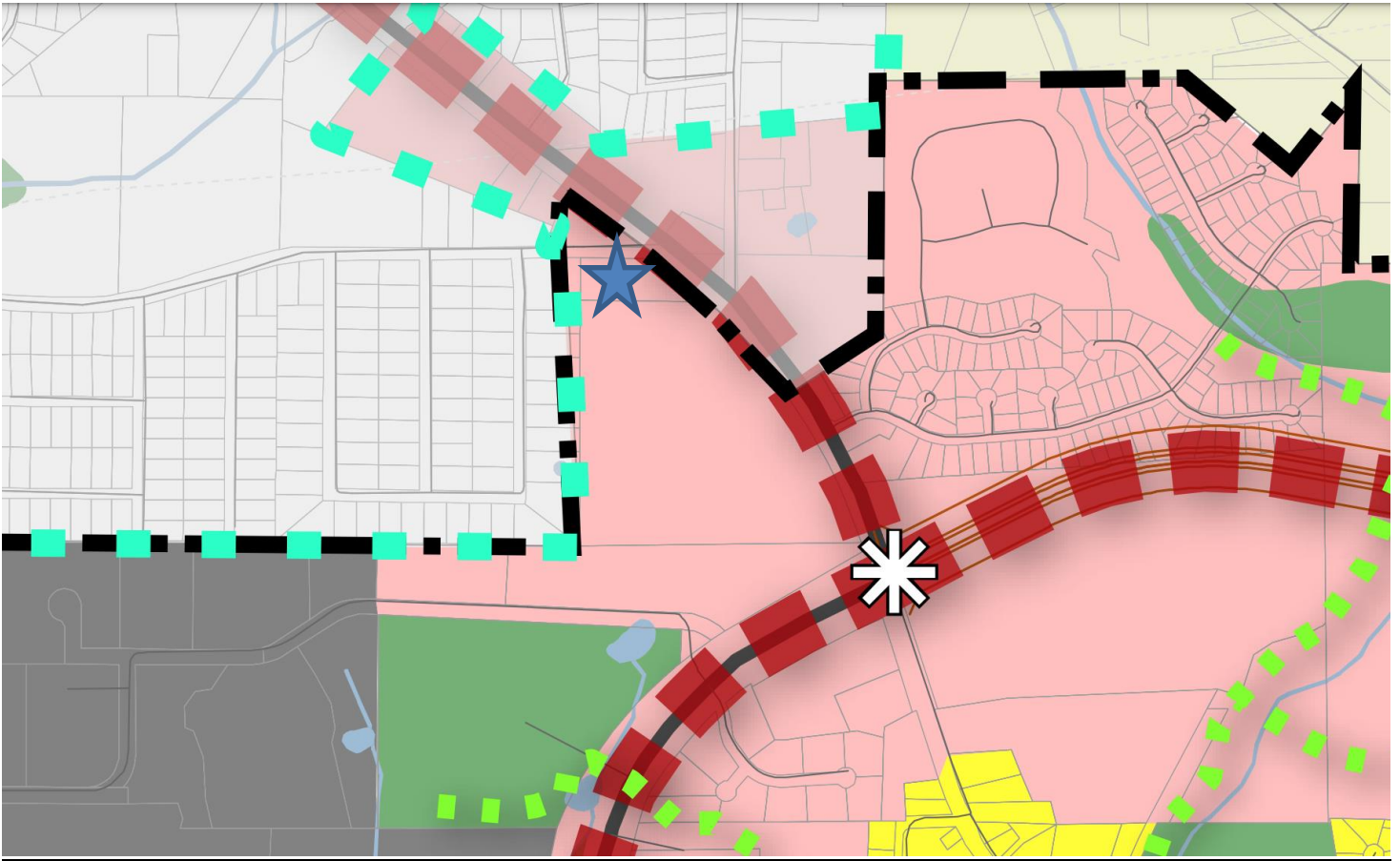


Zoning Map:





Future Land Use Map:



RECORDATION AREA

GENERAL NOTES

- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- THIS DRAWING WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR OF HUGHES RAY COMPANY, INC., AUTHORITY OF O.C.G.A. 43-15-22.
- THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. LAST DATE OF FIELD WORK WAS ON 09/15/2022.
- THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. TRIMBLE 58 ROBOTIC TOTAL STATION AND DATA COLLECTOR.
- TOPOGRAPHY AND ELEVATIONS SHOWN ARE REFERENCED TO NAVD 83 DATUM AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING WGS84 REAL TIME NETWORK. THE CONTOUR INTERVAL IS 2 FEET BASED ON QRS TOPOGRAPHY.
- THE BEARING BASIS IS GRID NORTH, NAD 83, GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING WGS84 REAL TIME NETWORK. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 14,424 FEET, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 134,323 FEET.
- MONUMENTS FOUND ARE AS INDICATED ON DRAWING. MONUMENTS PLACED ARE EITHER A 1/2" REBAR WITH CAP (INScribed LSP 00462) OR A NAIL WITH WASHER (INScribed LSP 00462).
- THIS SURVEY WAS BASED ON CURRENT COUNTY TAX RECORDS. INFORMATION PROVIDED BY THE CLIENT, OR OTHER FACTS KNOWN BY THE SURVEYOR AT THE TIME OF THE SURVEY, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. ANY FEATURES SHOWN ARE BASED ON MINIMUM REQUIREMENTS OF GEORGIA LAW OR A SPECIFIC AGREEMENT WITH THE CLIENT AND ANY FIELD OBSERVATIONS MADE WERE BASED ON VISIBLE SURFACE EVIDENCE. OTHER SUB-SURFACE IMPROVEMENTS OR FEATURE LOCATIONS NOT REQUESTED AS PART OF THIS SURVEY MAY EXIST AND NOT BE SHOWN HEREON. NO TITLE COMMITMENT OR CHAIN OF TITLE WAS PROVIDED. OTHER CLAIMS, EASEMENTS, RIGHTS, OR RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON. A GEORGIA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTH AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS THAT MAY BE REVEALED BY TITLE EXAMINATION.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MARKINGS PROVIDED BY:

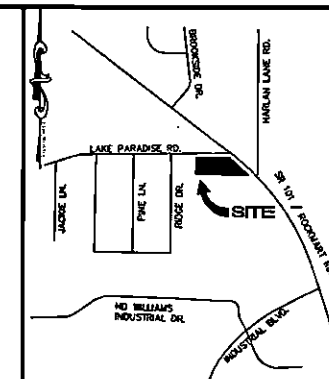
RHD SERVICES
PO BOX 813508
BETHLEHEM, GEORGIA 30081
404-874-8583

RHD SERVICES UTILIZED SEVERAL TECHNIQUES INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC MAGNETIC LOCATION FOR FERROUS METALS, ACoustic AND PASSIVE FREQUENCIES TO DISCOVER AND MARK BURIED UTILITIES ON THE SURFACE WITH PAINT AND FLAGS COVERING THE ENTIRE AREA OF THE PROJECT.

THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

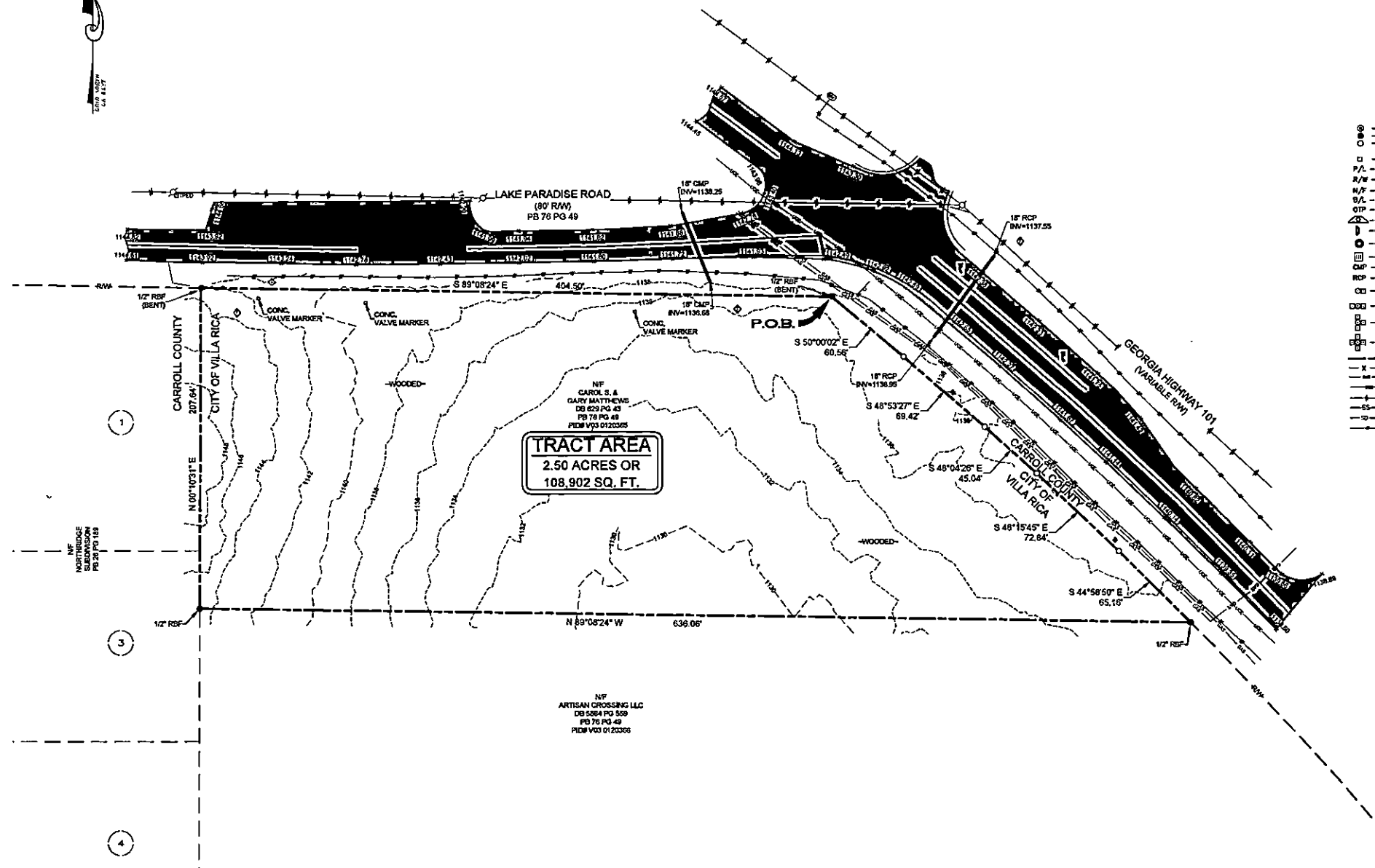
INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM UTILITY OWNERS.

LOCATION MAP



LEGEND

- | | |
|----------------------------|----------------------------|
| ○ CALCULATED POINT | ⊗ WATER METER |
| ● BORN (ON FOUND) | ⊗ FIRE HYDRANT |
| ⊕ 1/2" REBAR | ⊗ SANITARY SEWER MANHOLE |
| ⊕ 1/2" MONUMENT | ⊗ CLEANOUT |
| — PROPERTY LINE | ⊗ GREASE TRAP |
| — RIGHT OF WAY | ⊗ GAS METER |
| — NOW OR FORMERLY | ⊗ POWER METER |
| — BUILDING LINE | ⊗ POWER BOX |
| — OPEN TOP PIPE | ⊗ GAS VALVE |
| — DOUBLE WIND CATCH BASIN | ⊗ POWER POLE |
| — HEADWALL | ⊗ GUY ANCHOR |
| — JUNCTION BOX | ⊗ SON |
| — DROP INLET | ⊗ BOLLARD |
| — CORRUGATED METAL PIPE | ⊗ IRRIGATION CONTROL VALVE |
| — REINFORCED CONCRETE PIPE | ⊗ GAS LINE MARKER |
| — LIGHT POLE (1 LAMP) | ⊗ FIBER OPTIC MARKER |
| — LIGHT POLE (2 LAMPS) | ⊗ FIRE DEPT. CONNECTION |
| — LIGHT POLE (3 LAMPS) | ⊗ ASPHALT |
| — LIGHT POLE (4 LAMPS) | |
| — BOUNDARY LINE | |
| — FENCE | |
| — GAS LINE | |
| — UNDERGROUND POWER LINE | |
| — OVERHEAD POWER LINE | |
| — SANITARY SEWER LINE | |
| — STORM DRAIN LINE | |
| — WATER LINE | |



SCALE: 1" = 40'

As required by subsection (4) of O.C.G.A. Section 15-6-67 this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

9/23/22
DATE



BOUNDARY AND TOPOGRAPHIC SURVEY FOR:

ARPIT REALTY, LLC
HWY 101 BEVERAGE STORE

LOCATED IN LAND LOT 195
8TH DISTRICT,
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA



STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES RAY COMPANY, INC.
LSP 00042 SURVEY 00000

DATE: 23 SEPTEMBER 2022

NO.	DATE	REVISION DESCRIPTION

DRAWING NO. H22191-BT

DRAWN BY: AU
CHECKED BY: PPN
JOB NO.: H22191
SCALE: 1" = 40'

THIS DRAWING IS COPYRIGHTED.
THE ORIGINAL DRAWING WAS PRODUCED AND
IS ON RECORD IN THE OFFICES OF THIS FIRM.
ANY UNAUTHORIZED USE, MODIFICATION, AND/
OR REPRODUCTION OF THIS DRAWING, IN PART
OR WHOLE, IS HEREBY PROHIBITED.



ENGINEERS | SURVEYORS LANDSCAPE ARCHITECTS

6554 E. CHURCH ST DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

Letter of Transmittal

TO: City of Villa Rica – Attn: Ronald Johnson

ADDRESS: 571 W Bankhead Hwy, Villa Rica, GA 30180

PHONE: (770) 495-7000

DATE: 02/28/23

PROJECT: Highway 101 Beverage Store Rezoning

PROJECT NO.: H22147

HRC REP: Avery Ward – award@hrcengineers.com

REMARKS:

WE ARE TRANSMITTING: ☐ Attached ☒ Via Hand Delivered The Following:

QUANTITY	DATE	DESCRIPTION
1	2/27/23	Rezoning Application
1	2/27/23	Rezoning Letter of Intent
1	9/23/22	Rezoning Plan
1	2/27/23	Adjacent Property Owners
1	6/17/22	Property Deed

☒ For Your Approval

☐ For Your Information

☐ For Review and Comment

☐ At Your Request

☐ Revise and Resubmit

☐ Make Corrections as Noted

CC: File

RECEIVED: _____



APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☒ ZONING MAP AMENDMENT

Please complete the blanks with the information requested. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: February 27, 2023

APPLICANT

Applicant Name: Arpit Realty, LLC

Address: 900 Hillwood Cr City: Villa Rica State: GA Zip: 30180

Phone: () - Fax: () - Email:

Agent Name: Terry Dobbins

Address: City: State: Zip:

Phone: (404) 680 - 5009 Fax: () - Email: terry.dob@hotmail.com

Owner Name (If different from applicant):

Address: City: State: Zip:

Phone: () - Fax: () - Email:

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

REZONING REQUEST

Existing Zoning: I2 Requested Zoning: C1

Property Address: 0 Rockmart Rd, Villa Rica, GA 30180 Nearest Intersection: Rockmart Rd & Lake Paradise Rd

Present Use of Property: Wooded

Proposed Use: Beverage Store

Size of Tract: 2.50 Ac Land Lot Numbers: 195 Districts: 6

Gross Density: N/A units per acre Net Density: N/A units per acre

Property Tax Parcel Number: V03 0120365

(For Office Use Only)

Total Amount Paid \$ Cash Check # Received by:

Application checked by: Date: Map Number(s):

Planning Commission: Approved ☐ Denied ☐ Date: Conditions: No ☐ Yes ☐ How many:

City Council Decision: Approved ☐ Denied ☐ Date: Conditions: No ☐ Yes ☐ How many:

Manager's Signature: Date:



CASE # _____
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B, of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, Ash Patel, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

A. Patel
Signature of Applicant

2/27/23
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

- ☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
 - h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Proposed text amendment;

Written statement describing reasons for the proposed text amendment; and any other exhibits as may be required by the Community Development Director.



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No ✓

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 27 day of FEB, 2023.

Axpit Patel
Applicant's Name – Printed

A. Patel
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 27th day of FEBRUARY, 2023



[Signature]
Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

Summary

Parcel Number V03 0120365
Location Address ROCKMART RD
Legal Description V/2.50AC ROCKMART RD/BY-PASS CTY146-2
(Note: Not to be used on legal documents)
Class C3-Commercial
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 31.33
Acres 2.5
Homestead Exemption No (S0)
Landlot/District 195 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

[ARPIT REALTY LLC](#)
 900 HILLWOOD CIRCLE
 VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Rockmart Rd	Acres	108,900	0	0	2.5	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/17/2022	6081 305		\$400,000	Land Market Sale	MATTHEWS CAROL S & GARY	ARPIT REALTY LLC
5/1/1989	629 043	36 74	\$0	Not Fair Market	REID MRS H L(ZELMA)	MATTHEWS CAROL S & GARY

Valuation

	2022	2021	2020	2019	2018	2017
Previous Value	\$131,250	\$131,250	\$131,250	\$131,250	\$131,250	\$62,500
Land Value	\$131,250	\$131,250	\$131,250	\$131,250	\$131,250	\$131,250
+ Improvement Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0	\$0
= Current Value	\$131,250	\$131,250	\$131,250	\$131,250	\$131,250	\$131,250

Photos



**ENGINEERS SURVEYORS
LANDSCAPE ARCHITECTS**

6554 E. CHURCH ST DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

February 27, 2023

Mr. Ronald Johnson
City of Villa Rica
Community Development
571 W Bankhead Hwy
Villa Rica, GA 30180
(770) 459-7000

RE: Highway 101 Beverage Store – Rezoning Application

Dear Mr. Ronald Johnson:

Arpit Realty, LLC (applicant) is requesting to rezone 2.50 acres located at the southwest corner of Rockmart Road (Highway 101) and Lake Paradise Road from I2 – Industrial, Low-Density to C1 – Commercial, Low-Density for the development of a beverage store. There is currently a gas station located to the north and east of the subject property, industrial zoning to the south, and single-family residential located to the west. The applicant believes the proposed use will be a good fit at this intersection due to the surrounding use and believes this use will not be detrimental to the interest of the general public. Per the comprehensive plan, the area is classified in the suburban village character area. The proposed beverage store fits within the characteristics of the suburban village including clustered commercial development around an intersection of prominent roads and include immediate surrounding residential areas. The proposed use will emphasize the compact, small-scale development that will support the immediate surrounding area. Adjacent parcels will not be physically affected as screening and buffers will be observed per the zoning ordinance, and property value for the adjacent parcels should increase due to the proposed development. The proposed zoning is actually less intense than the existing zoning for this parcel. An existing water main runs along the frontage of the property and should be sufficient to serve the development, and a septic system will be designed per Georgia Department of Public Health requirements. It is believed that existing road conditions will support the development and will not have a detrimental effect on the existing traffic conditions. Once approved for rezoning, construction plans and permitting will begin for agencies including but not limited to the City of Villa Rica, Carroll County Environmental Health, Georgia Department of Transportation and Georgia Soil and Water Conservation Commission with a projected approval date of December 2023 and construction commencing shortly thereafter for approximately 6 months years and an expected completion date of July 2024.

Should you have any questions or require additional information, please feel free to contact me at (770) 942-0196.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Ward', with a large, stylized loop at the end.

Avery J. Ward, P.E.

award@hrcengineers.com

(770) 942-0196

PARCEL ID	OWNER	ADDRESS
V03 0120380	RUCHI REALTY LLC	1238 ROCKMART RD, VILLA RICA, GA 30180
146 0445	JERRY WADE FOLWER JR FAMILY TRUST	400 DIRECT CONNECTION DR, ROSSVILLE, GA 30741
V03 0120381	GINNI ENTERPRISE LLC	1217 ROCKMART RD, VILLA RICA, GA 30180
146 1138	RICHARDSON JOHNNY LEE	57 CLEGHORN RD, VILLA RICA, GA 30180
V03 0120366	ARTISAN CROSSING LLC	1946 MONROE DRIVE NE, ATLANTA, GA, 30324
146 0125	JUDITH P BREVARD RECOVERABLE LIVING TRUST	38 CLYDE COLE RD, DALLAS, GA 30157

Return Recorded Document to:
C. S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Carroll

File #: 20981-22

This Indenture made this 17th day of **June, 2022**, between **Gary R. Mathews and Carol S. Mathews**, of the County of **Walton**, State of **Georgia**, as party or parties of the first part, hereinafter called Grantor, and **Arpit Realty, LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT or parcel of land lying and being in Land Lot 195 of the 6th District of Carroll County, Georgia, and being more particularly described as Exhibit "A" attached hereto and made a part of this instrument by specific reference thereto.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed, and delivered on this
the 17th day of June, 2022,
in the presence of:



Witness



Gary R. Mathews (Seal)



Notary Public

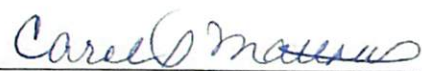
My Commission Expires: 1/23/2024

(Notary Seal)





Witness



Carol S. Mathews (Seal)



Notary Public

My Commission Expires: 1/23/2024

(Notary Seal)



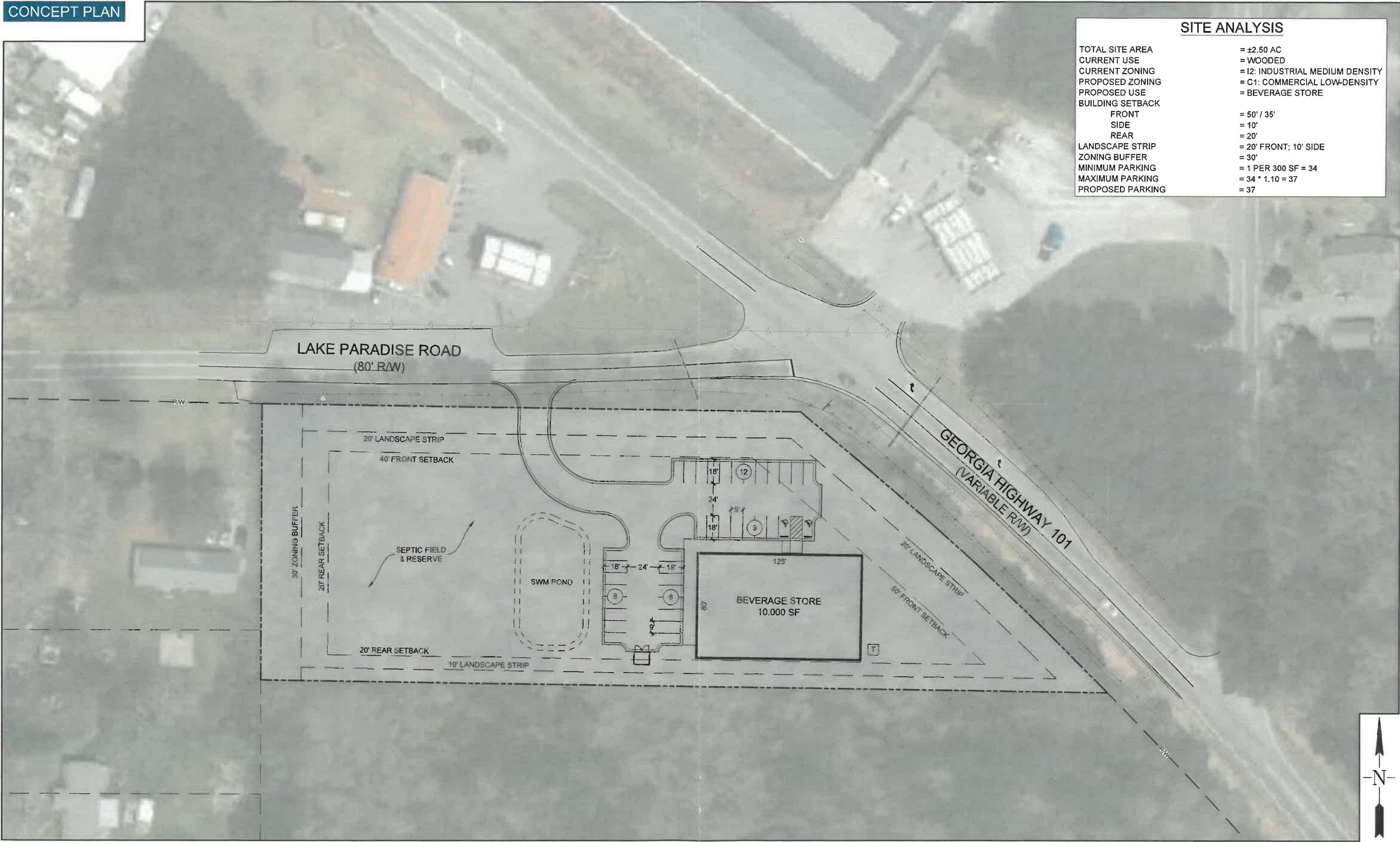
EXHIBIT "A"

0 Rockmart Road
Villa Rica, GA 30180

ALL THAT TRACT or parcel of land lying and being in Land Lot 195 of the 6th District of Carroll County, Georgia, containing 2.50 acres, more or less, and being the property identified as TRACT 1 on a plat of survey entitled, "Survey for Development Authority of Carroll County," dated November 8, 1988, last revised October 11, 2001, a copy of which is recorded in Plat Book 76, Page 49, in the Office of the Clerk of the Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein. Said property being a portion of that described in that certain Warranty Deed dated May 23, 1989 from Emma Zelma Rabun Reid to Carol S. Matthews and Gary R. Matthews and recorded with the Clerk of the Superior Court of Carroll County, Georgia at Deed Book 629, Page 43.

SITE ANALYSIS

TOTAL SITE AREA	= ±2.50 AC
CURRENT USE	= WOODED
CURRENT ZONING	= I2: INDUSTRIAL MEDIUM DENSITY
PROPOSED ZONING	= C1: COMMERCIAL LOW-DENSITY
PROPOSED USE	= BEVERAGE STORE
BUILDING SETBACK	
FRONT	= 50' / 35'
SIDE	= 10'
REAR	= 20'
LANDSCAPE STRIP	= 20' FRONT; 10' SIDE
ZONING BUFFER	= 30'
MINIMUM PARKING	= 1 PER 300 SF = 34
MAXIMUM PARKING	= 34 * 1.10 = 37
PROPOSED PARKING	= 37





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RA-02-23 – Rezoning of 2.5 acres at Rockmart Road and Lake Paradise Road
AGENDA DATE: July 11, 2023

DATE PREPARED: June 30, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Arpit Realty, LLC seeks a rezoning of a 2.5 acre parcel at the SW corner of Rockmart Road and Lake Paradise Road from Industrial Medium-Density (I2) to Commercial Low-Density (C1) in order to construct a liquor store on the parcel.

BACKGROUND: The applicant is interested in applying for a liquor license for the location should they be granted a rezoning. The parcel is currently vacant and undeveloped.

The Planning & Zoning Commission voted 3-1 to approve the application.

STAFF RECOMMENDATION: APPROVAL W/Conditions:

Reasons:

1. The C1 Zone is listed as an appropriate zoning category listed in the Comprehensive Plan for the Suburban Village Character Area.
2. The use is the highest and best use for the land.
3. An in-demand commercial use with minimal associated municipal infrastructural costs would be permitted to locate on the parcel.

Conditions:

1. The applicant shall agree that zoning approval is not an implied consent to receiving a liquor license or that the applicant has won the city lottery for a license. Should the applicant not be the presumptive licensee for this district, the applicant may construct permitted uses within the C1 zone subject to meeting all applicable development standards within the zoning ordinance.

IMPACT: N/A

MOTION: I move to approve the rezoning request from Arpit Realty, LLC for a rezoning from I2 to C1 with conditions as outlined by staff.



June 14, 2023

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Brandon Greba
VA-03-23
113 Conners Road
Land Lot 176, District 2
Parcel # V050180044
Acreage: 2.72
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Doug Lang
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Campbell:

Brandon Greba (the Applicant) seeks two variances from the city's zoning ordinance for relief from bulk regulations within *Table 4.4 - Development Standards*, which requires a 10' distance between structures on the same lot in the C1 Zone, and a 15' rear yard setback (whereas the applicant proposes 4' and 5.5, respectively). The applicant is also requesting a third variance from Section 8.02(2)(j)(1) *Off-Street Motor Vehicle Parking and Loading Areas*, which prohibits carports in for nonresidential uses. The variance is outlined in Section D.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Variance, dated May 9th, 2023 (1 pages);
2. Applicant Letter of Intent, prepared by the applicant, dated June 15th, 2023 (2 page);
3. Deed, dated November 30, 2020, signed by the applicant (15 pages);
4. Boundary and As-Built Survey, dated October 1, 2020, prepared by HRC, Inc. (1 page);
5. List of surrounding property owners, undated, prepared by the applicant.



A. Existing Conditions

The subject property is located south of Conners Road and west of Old Liberty Road. The parcel has 417' of frontage along Conners Road. The property is relatively hilly and does not feature any bodies of water.

The parcel is currently zoned Commercial Low-Density (C1) and features a single-story commercial and industrial warehouse space that totals 35,000 square feet. It also features one paved parking lot, an unpaved parking lot, and a carport (11' x 32') and concrete pad (18' x 43'). The parcel does not border a city boundary/unincorporated area. The parcel does border Douglas County portions of Villa Rica to the east and south. The parcel is directly adjacent to the Industrial Medium-Density (I-2) zone to the north across Conners Road, and C1 Zoned land to the east, south and west. Existing industrial enterprises are across Conners Road, a house of worship is to the west of the site, a cemetery to the south, and an under construction car wash to the east.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Industrial Medium-Density (I-2)	Commercial Urban Village
East	Commercial Low-Density (C1)	Commercial
South	Commercial Low-Density (C1)	Urban Village
West	Commercial Low-Density (C1)	Urban Village



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The parcel features a 35,000 square foot single-story commercial/warehouse building that features a sports equipment manufacturer, events organizer and club. The business located on the site in 2020/2021 and has otherwise revitalized the building since occupying the site. The property was zoned under the UDC as Light Industrial (LI) until the citywide rezoning effort in 2020 changed the property to C1, which was a substantive change in zoning.

The city's code enforcement office received a valid zoning complaint regarding the construction of a carport in the rear of the primary structure. Upon inspection, code enforcement prompted the applicant to file for permits for the structure. It has since been determined that the city cannot issue permits unless the structure is in conformance with the city's ordinances, thus the filing for variance relief.

C. Proposed Development

The applicant is proposing to keep the 11' x 32' carport in place on the property as shown on the



submitted property survey. The property owner has indicated that the carport serves the purpose of storing a commercially used RV that is required because of the nature of his business. The carport protects the RV from the elements.

Carports are not permitted on commercial property per Section 8.02(2)(j)(1) *Off-Street Motor Vehicle Parking and Loading Areas* of the city's code. Furthermore, all accessory structures in the C1 Zone are required to be at least 15' from the rear yard property line and 10' from the building as per Table 4.4 *Development Standards*. The carport is currently approximately 4' from the primary structure and only 5.5' from the property line.

Flood Plain

The subject property is not located within a flood zone. The property is located within Zone X, which is considered an area with minimal flood hazard. Figure 2, below, indicates the flood zone map:



National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE)
		With BFE and Depth Zone X, X-500, X-500, X-500
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile. Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee. Zone X
		Area of Undetermined Flood Hazard Zone X
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective ID HRS
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer Levee, Dike, or Roadwall
		
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Original Topography
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Original Topography, Baseline
		Profile Baseline
		Hydrographic Feature
		
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The point displayed on the map is an approximate point selected by the user and does not represent an exclusive property location.

THIS map complies with FEMA's standards for the use of digital flood maps if it is not as described below. The basemap shall comply with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was updated on 6/15/2023 at 4:45 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

THIS map is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unshaded areas cannot be used for regulatory purposes.

Figure 2: FEMA Flood Map



D. Variances

The applicant has requested three variances from the city's zoning ordinance as outlined below: The applicant's stated reasons for not complying with the ordinance is out of necessity for his business to be able to park and use the RV. The application is in result from code enforcement action.

The Applicant has requested variance relief for the following:

1. Section 8.02(2)(j)(1) Off-Street Motor Vehicle Parking and Loading Areas: Private residential garages and carports for the storage of motor vehicles are permitted, provided that such structures are accessory to private, residential uses, are used for the storage of motor vehicles, and are clearly accessory and not for commercial purposes.

The carport is not accessory to a private, residential use.

2. Table 4.4 -Development Standards– C1 Zone: 10' building separation required.

The applicant proposes an approximately 4' building separation between the primary structure and the carport, as shown on the property survey.

3. Table 4.4 -Development Standards– C1 Zone: 15' rear yard setback required.

The applicant proposes a 5.5' rear yard setback for the carport.

Proofs for Variances

In review of the variance requested for the development, the "benefits vs. detriments" of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from business operational requirements. Staff could not identify any land use benefits from an approval of the requested variance. The applicant can still store the RV on the lot (or potentially within the building) without the carport. A potential detriment of permitting a carport in a commercial zone is the potential to promote these types of residential accessory structures on commercial lots city-wide. Another concern is the small distance between the structure and the primary building for safety purposes, along with the distance from the property line to a locally designated historic cemetery.

The Future Land Use Plan prescribes "Urban Village" as the future land use for the parcel. The intent of the Urban Village Character Area is as follows:

"Urban Village areas are characterized by moderate density residential development and neighborhoods. Urban Villages feature traditional neighborhood development with a focal point represented by neighborhood commercial development. This non-residential



development is typically clustered around a prominent intersection in the neighborhood and can include neighborhood commercial services and retail options.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with *O.C.G.A. 36-66-1*), that:

i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community

ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The request is self-imposed in nature as the RV can still locate on the lot without the carport.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Variances: DENIAL

1. Section 8.02(2)(j)(1) Off-Street Motor Vehicle Parking and Loading Areas:



Private residential garages and carports for the storage of motor vehicles are permitted, provided that such structures are accessory to private, residential uses, are used for the storage of motor vehicles, and are clearly accessory and not for commercial purposes.

- Recommendation: DENIAL
- Reasons: The request is self-imposed.

2. Table 4.4 -Development Standards– C1 Zone: 10' building separation required.

- Recommendation: DENIAL
- Reasons: The carport can be located in a conforming location on the lot should Council approved the carport to be located on the lot.

3. Table 4.4 -Development Standards– C1 Zone: 15' rear yard setback required.

- Recommendation: DENIAL
- Reasons: The carport can be located in a conforming location on the lot should Council approved the carport to be located on the lot.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on May 26, 2023; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

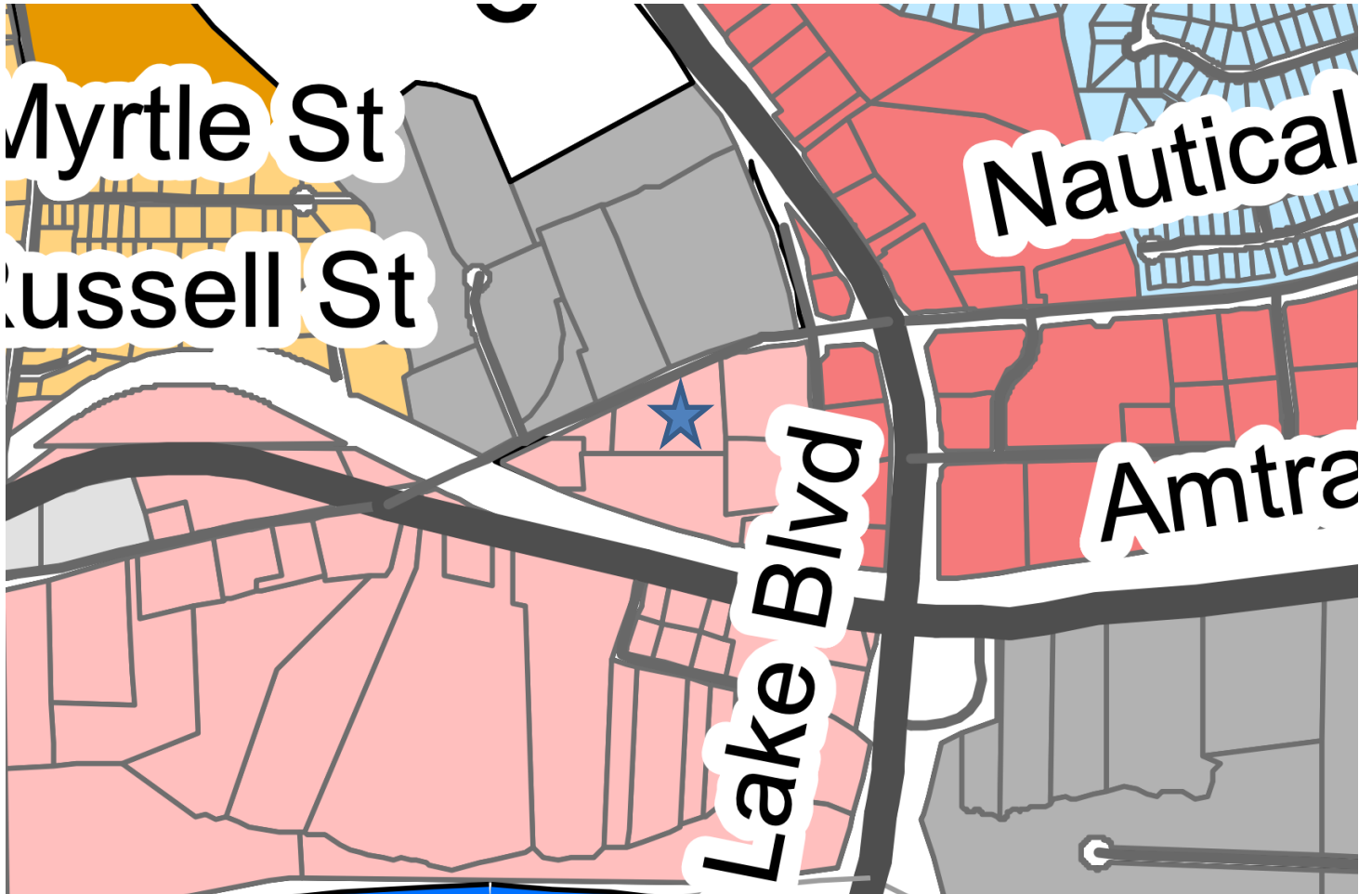
Ronald Johnson

Planning & Zoning Administrator

cc: Tom Barber, City Manager (via email)
Tracy Jarvis, Community Development Director/City Engineer (via email)

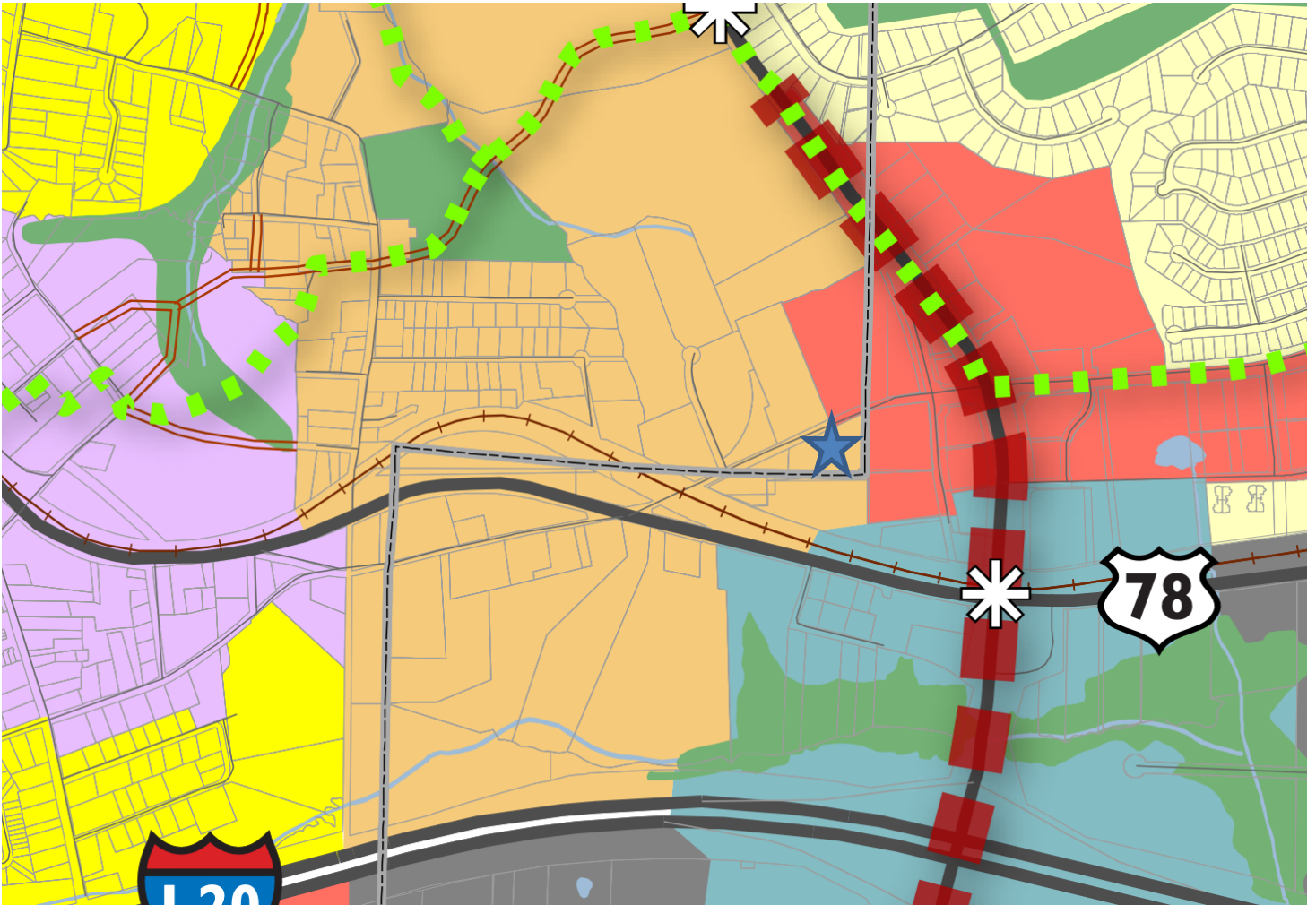


Villa Rica Zoning Map:





Villa Rica Future Land Use Map:





APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 5/9/23

APPLICANT

Applicant Name: Brandon Greba

Address: 113 Connors Rd. City: Villa Rica State: GA Zip: 30180

Phone: (770) 265-8466 Fax: () - Email: sales@westgeorgiacornhole.com

Agent Name: Same

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 113 Connors Rd. Villa Rica, GA 30180

I, Brandon Greba, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Signature of Applicant

Date

5/9/23



West Georgia Cornhole, LLC

Brandon Greba, Owner

Dear City of Villa Rica,

I am writing to request a variance to city code for an existing carport on my business property located at 113 Conners Rd Villa Rica, GA 30180. The carport serves as protection for a valuable asset to my business, which is an RV that is essential to the external operations of events and promotions that we conduct throughout the year.

The carport serves as protection for the RV, which is a crucial element to the successful external operations of events, marketing and promotions that we conduct throughout the year. It provides a mobile platform for our business to promote our products and services to the public, and it serves as a vital resource for transporting materials, equipment, and staff to and from these events.

Given the importance of the RV to our business, it is imperative that it be protected from the elements of mother nature, which can cause significant damage and disruption to our operations. The carport provides the necessary protection to ensure that the RV remains in good condition and is available for use when needed.

Therefore, I am respectfully requesting a variance to the city code that will allow for the continued use of the carport on my property to protect the RV. I assure you that all necessary precautions have been taken to ensure that the carport is safe and structurally sound.

Thank you for your time and consideration of this request.

Sincerely,
Brandon Greba
Owner
West Georgia Cornhole



West Georgia Cornhole, LLC

Brandon Greba, Owner

Parcel Number V05 0180059 RV place across the street

Location Address 102 CONNERS RD

[HU JINWEI](#)

565 DORORHEA RD

LA HABRA, CA 90631

Parcel Number V05 0180069 Mirror Lake Collision

Location Address 82 CONNERS RD

MIRROR LAKE COLLISION LLC

82 CONNER RD

VILLA RICA, GA 30180

Parcel Number V05 0180077 Church

Location Address 77 CONNERS RD

NEW HOPE PRIMITIVE BAPT

CHURCH CEMETERY FOUNDATIO

C/O HUGH MCGRAW

1010 WADDELL ST

BREMEN, GA 30110

Parcel Number 1750250006 Car Wash

Location Address 123 CONNERS RD

Primary Owner

SMITH AND KINDRED AUTO SPA LLC

6271 LIBERTY RD

WINSTON, GA 30187

113 Connors Road, Villa Rica, GA 30180
Phone (770) 265-8466 Email: sales@westgeorgiacornhole.com

44836

eFiled & eRecorded

DATE: 12/3/2020

TIME: 10:39 AM

DEED BOOK: 05875

PAGE: 00147 - 00161

RECORDING FEES: \$25.00

INTANGIBLE TAX: \$2130.00

PARTICIPANT ID: 8932893115,8048187955

CLERK: Alan Lee

Carroll County, GA

RETURN RECORDED DOCUMENT TO:

HARTLEY, ROWE & POWLER, P.C.
P. O. BOX 489
DOUGLASVILLE, GA 30133
FILE NO. 20-05585

**DEED TO SECURE DEBT, SECURITY AGREEMENT, AND UNIFORM COMMERCIAL
CODE FIXTURE FILING**

STATE OF GEORGIA
COUNTY OF DOUGLAS

THIS INDENTURE, made this 30th day of November, 2020, between **GREBA PROPERTIES, LLC** of the State of Georgia and County of Carroll, Grantor and **SERVISFRIST BANK**, having a mailing address of 2801 Chapel Hill Road, Douglasville, GA 30135, Grantee.

WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee in the sum of **SEVEN HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$710,000.00)**, in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Grantor to Grantee, of even date, with final payment being due on **February 28, 2031**, the Note, by reference, being made a part hereof;

NOW, THEREFORE, in consideration of the premises and of the above sum, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property (the "Property"), to-wit:

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District of Carroll County, Georgia, and Land Lot 175 of the 2nd District of Douglas County, Georgia, and being more particularly described on that certain plat of survey entitled "Boundary & As-Built Survey for Steven Wilson", prepared by Hughes-Ray Company, Inc., certified by Aaron M. McCullough, GRLS #2990, dated October 1, 2020 and recorded in Plat Book 107, Page 146, Carroll County Georgia Records and Plat Book 41, Page 70, Douglas County, Georgia Records; said plat and the record thereof are by reference incorporated herein for a more complete and detailed description.

THIS DEED is subject to the permitted exceptions set forth on Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all buildings, structures and other improvements, additions, alterations, substitutions, replacements, and revisions thereof and thereto, now or hereafter located on the Property, or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the Property or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and all right, title and interest, if any, of Grantor now existing or hereafter acquired, in and to any streets, ways, alleys, strips or gores of land adjoining the Property or any part thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (collectively the "Equipment"), now or hereafter located in, upon or under the Property or any part thereof and used or usable in connection with any present or future planning, development or operation of the Property and now owned or hereafter acquired by Grantor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings in commercial, institutional and industrial buildings, shelving, coolers and dishwashers; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein; together with all additions thereto and replacements thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing) and all proceeds thereof; and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of the Property, the improvements thereon and the Equipment; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Grantee and of the reasonable attorney's fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD all the aforesaid Property, property rights, contract rights, Equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be expressly provided in this deed; and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing loan or security deeds and security agreements and is not a mortgage, and shall grant and convey to Grantee security title and a security interest in the Premises; and is made and intended to secure the payment of the indebtedness of Grantor to Grantee evidenced by the Note in accordance with the terms thereof, and any replacement notes given in substitution therefor, together with any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however and whenever incurred, including advances by Grantee or any transferee of Grantee for the purpose of paying taxes or premiums for insurance on the Premises or to repair, maintain or improve the Premises (whether or not Grantor is at that time the owner of the Premises), and all renewal or renewals, extension or extensions, and modification or modifications, and consolidation or consolidations of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

It is the intent of the parties to this instrument to establish a perpetual or indefinite security interest in the Property conveyed by this Deed to Secure Debt.

1. Warranties and Representations. Grantor unconditionally warrants and represents to Grantee as follows (which warranties and representations have been and will be relied upon by Grantee in advancing funds to Grantor):

a. If Grantor, or any partner or signatory who signs on its behalf, is a corporation, general partnership, limited partnership, joint venture, trust, or other type of business association, as the case may be, it (i) is a corporation duly incorporated or a general partnership, limited partnership, joint venture, trust or other type of business association duly organized, validly existing and in good standing under the laws of the state of its formation or existence, and has complied with all conditions prerequisite to its doing business in the State of Georgia, and (ii) has all requisite power and all necessary governmental certificates of authority, licenses, permits, qualifications and documentation to own, lease and operate the Premises and to carry on its business as now being, and as proposed to be, conducted.

b. The execution, delivery and performance by Grantor of this deed and the Note and the borrowing evidenced by the Note (i) if Grantor, or any partner or signatory who signs on its behalf is a corporation, general partnership, limited partnership, joint venture, trust or other type of business association, as the case may be, are within Grantor's powers and have been duly authorized by Grantor's board of directors, shareholders, partners, venturers, trustees and other necessary parties, and all other requisite action for such authorization has been taken; (ii) have received all (if any) requisite prior governmental approval in order to be legally binding and enforceable in accordance with the terms thereof; and (iii) will not violate, be in conflict with, result in a breach of or constitute (with due notice or lapse of time, or both) a default under any applicable legal requirement or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Grantor's property or assets, except as contemplated by the provisions of this deed. This deed constitutes the legal, valid and binding obligation of Grantor, enforceable in accordance with the terms hereof.

c. All information, reports, papers and data given to Grantee with respect to Grantor or the Premises are, or at the time of delivery will be, when taken as a whole, accurate, complete and correct in all material respects and do not, or will not, omit any fact, the inclusion of which is necessary to prevent the facts contained therein from being materially misleading; all financial data have been, or when delivered will have been, prepared in accordance with generally accepted accounting principles consistently applied and fully and accurately present, or will present, in all material respects, the financial condition of the subjects thereof as of the dates thereof; and with respect to the financial data previously furnished, no materially adverse change has occurred in the financial conditions reflected therein since the dates thereof to the date of this deed.

d. Grantor has filed all federal, state, county, municipal and city income and other tax returns required to have been filed and has paid or made provision for payment of all taxes which have become due pursuant to such returns or pursuant to any assessments received, and Grantor knows of no basis for any additional assessment in respect of any such taxes, except that which may result from increased valuation resulting from construction of improvements.

2. Payment of Secured Indebtedness. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this deed provided.

3. Compliance with Legal Requirements. Grantor will promptly and faithfully comply with, conform to and obey all present and future Legal Requirements in all material respects, whether or not the same shall necessitate structural changes in, improvements to, or interfere with the use and enjoyment of the Premises; provided, however, that Grantor may contest a Legal Requirement in good faith by appropriate proceedings; provided, further that with respect to Legal Requirements affecting any portion of the Premises which is leased to a financially capable tenant, if such lease provides that compliance with the Legal Requirement is the obligation of the tenant thereunder, Grantor shall be deemed to comply with its obligations under this deed with respect to such Legal Requirement if Grantor is continuing to exercise in good faith any remedies it may have under the lease to compel such tenant to comply with such Legal Requirement. As used in this Deed the term "Legal Requirement" shall mean (a) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to Grantor or the Premises, including, without limiting the generality of the foregoing, the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof; (b) any and all covenants, conditions and restrictions contained in any deed or other form of conveyance that relate in any way or are applicable to the Premises or the ownership, use or occupancy thereof; (c) Grantor's presently or subsequently effective By-Laws or Articles of Incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement; (d) any and all leases with respect to the Premises; and (e) any other contracts (written or oral) of any nature that relate in any way to the Premises or to which Grantor may be bound.

4. Prior Security Deed Status. Grantor will protect the prior security deed status of this deed and will not place, or permit to be placed, or otherwise convey, mortgage, hypothecate or encumber the Premises with, any other lien or deed to secure debt or interest of any nature whatsoever (statutory, constitutional or contractual) regardless of whether the same is allegedly or expressly inferior to the title created by this deed without the prior written consent of Grantee. If any lien or security interest is asserted against the Premises Grantor will, at its sole cost and expense (a) promptly pay the underlying claim in full or take such action so as to cause the same to be released or bonded to Grantee's reasonable satisfaction; and (b) within ten (10) days from the date Grantor first has knowledge of such lien or security interest, give Grantee notice of such lien or security interest. Such notice shall specify who is asserting such lien or security interest

and shall detail the origin and nature of the underlying claim giving rise to such asserted lien or security interest.

5. Taxes and Insurance Premiums. Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in this deed; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note, on the installment-paying dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it under this Article, and the money so received may be held and commingled with its own funds, pending payment or application thereof. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall become part of the Secured Indebtedness and bear interest at the rate of interest provided in the Note from date of advancement and be immediately due and payable to Grantee upon demand by Grantee. Grantee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied. The amount of any existing credit at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

6. Insurance Requirements: Damage and Destruction.

a. Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not less than one hundred percent (100%) of the full replacement cost of the Premises without deduction for depreciation; all insurance required by this Article shall be in form and with companies approved by Grantee; and, regardless of the types or amounts of insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage to the Premises, such sums may, at the option of Grantee, be applied (i) to the payment of the Secured Indebtedness,

whether or not then due, and in whatever order Grantee elects; (ii) to the repair and restoration of the Premises (subject to such condition for disbursement of insurance proceeds and approvals of repair and restoration work to be performed as Grantee shall, in its sole discretion, require); or (iii) for any other purposes or objects for which Grantee is entitled to advance funds under this deed, all without affecting the lien and security interest created by this deed. Grantee shall not be obligated to see to the proper application of any amounts paid over to Grantor under this Article, and Grantee shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy, regardless of the cause of such failure.

b. Not less than 10 days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

c. In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and to be conveyed by this deed, pursuant to the provisions of this Article.

7. Maintenance of Premises. Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises and the use thereof. To the extent the Grantee shall make proceeds of any condemnation award available for such purpose, Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any condemnation proceeding. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the Property. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Further Assurances. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof. Grantor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

9. Condemnation. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantee, be applied (i) to the payment of the Secured Indebtedness, whether or not then due, and in whatever order Grantee elects; (ii) to the repair and restoration of the Premises (subject to such conditions for disbursement of proceeds and approvals of repair and restoration work to be performed as Grantee shall, in its sole discretion require); or (iii) for any other purposes or objects for which Grantee is entitled to advance funds under this deed, all without affecting the lien and security interest created by this deed. Grantee shall not be obligated to see to the proper application of any amounts paid over to Grantor under the Article, and Grantee shall not be held responsible for any failure to collect any condemnation award or payment, regardless of the cause of such failure. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

10. Information Regarding the Premises. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once per month, (i) a statement in such reasonable detail as Grantee may request, certified by the Grantor or an executive officer of a corporate Grantor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Grantee may request, certified by the Grantor or an executive officer or treasurer of a corporate Grantor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, or (c) the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to the giving of such notice, and, on demand, Grantor shall furnish to Grantee executed counterparts of any such leases at convenient facilities for the audit and verification of any such statement.

11. Hold Harmless. Grantor will defend, at its sole cost and expense, and hold Grantee harmless from any action, proceeding or claim affecting the Premises or this deed, and all reasonable cost and expenses incurred by Grantee in protecting its interest hereunder in such an event (including all court costs and reasonable attorneys fees, actually incurred) shall be borne by Grantor and secured by this deed. Notwithstanding the foregoing, Grantor shall not be obligated to indemnify Grantee with respect to any intentional tort or act of gross negligence or willful misconduct committed by Grantee.

12. Events of Default. Each of the following events shall constitute an "Event of Default" under this deed:

- a. should Grantor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable;
- b. should any warranty or representation of Grantor contained in this deed, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;

c. should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished except as provided for in Article 9 herein;

d. should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within the earlier of 30 days from date of filing or 10 days after Grantor receives actual notice thereof;

e. should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;

f. should Grantor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;

g. should the Grantor make an assignment for the benefit of creditors, file or have filed against Grantor a petition for relief under any chapter of the Bankruptcy Code, or should any custodian, receiver, or trustee be appointed for it or any part of its assets or should any proceeding under any bankruptcy, reorganization, arrangements, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, be commenced by or against Grantor;

h. should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any other document or agreement securing or given with respect to the Secured Indebtedness;

i. should any event occur under any instrument, deed or agreement, given or made by Grantor to or with any third party, which would authorize the acceleration of any debt to any such third party the acceleration of which would materially affect Grantor's ability to pay when due any amounts owed to Grantee;

j. should there occur any sale, transfer, leasing, encumbering, or change in management of the Premises, or any portion thereof;

k. should there occur any change in the legal or equitable ownership of a controlling interest in Grantor, or any change in the management of Grantor, if in Grantee's sole judgment such change materially and adversely affects the ability of Grantor to perform Grantor's obligations under this Deed; or

l. should there exist a Default or Event of Default under those instruments or agreements of guaranty, if any, now or hereafter in effect, guaranteeing the repayment of all or any part of the Secured Indebtedness.

13. Remedies. If an Event of Default occurs, Grantee may do any one or more of the following:

a. enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the

Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;

b. pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any Event of Default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest stated in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

c. declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Grantor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being waived by Grantor, and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exceptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of interest stated in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and fifteen (15%) percent of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency

hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity. In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, at the election of Grantee the Premises or any part thereof may be sold in one parcel and as an entirety, or in such parcels, manner or order as Grantee in its sole discretion may elect, or in multiple foreclosure sales occurring on different sale dates, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full;

d. exercise any and all rights and remedies available to a secured party under the Uniform Commercial Code, as enacted in the State of Georgia;

e. Grantee, in any action to foreclose this deed, or upon any Event of Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits of the Premises or both, without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

In case Grantee shall have proceeded to enforce any right, power or remedy under this deed by foreclosure, entry or otherwise, or in the event Grantee commences advertising of the intended exercise of the sale under power provided above, that such proceeding or advertising shall have been withdrawn, discontinued or abandoned for any reason, or shall have been determined adversely to Grantee, then in every such case (a) Grantor and Grantee shall be restored to their former positions and rights; (b) all rights, powers and remedies of Grantee shall continue as if no such proceeding had been taken; (c) each and every Event of Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be and shall be deemed to be a continuing Event of Default, and (d) neither this deed, nor the Note, nor the Secured Indebtedness shall be or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and Grantor hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the above.

14. Waiver of Homestead Exemption Rights. Grantor, if an individual, for himself and family, hereby waives and renounces all homestead exemption rights provided for by the Constitution and Laws of the United States or the State of Georgia, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof.

15. Time of the Essence. Grantor agrees that where, by the terms of this deed or the Note, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

16. Sale or Transfer of the Premises. The sale, conveyance, transfer, lease or encumbrance of all or any part of, or interest in the Premises shall also constitute an Event of Default. Grantee may, in its sole discretion, consent to such sale or transfer. Should Grantee consent to such sale or transfer, it will be deemed to have waived its right to accelerate the Secured Indebtedness only if prior to such sale or transfer (a) Grantee determines that the credit of any purchaser or transferee is satisfactory; (b) the purchaser or transferee agrees to pay interest on the amount owed to Grantee under the Note and under this deed at whatever rate Grantee requires; (c) the purchaser or transferee executes an assumption agreement that is acceptable to Grantee that obligates the purchaser or transferee to keep all the promises and agreements made in the Note

and in this deed whether according to their original terms or as amended pursuant to the assumption agreement; and (d) the purchaser or transferee pays the transfer fee required by Grantee. The foregoing provisions will apply to each and every sale and transfer whether or not the Grantee has consented to any previous sale or transfer.

17. Exercise of Remedies; No Bar to Subsequent Exercise. Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

18. Remedies Cumulative. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, or under any other documents evidencing or perfecting the Secured Indebtedness, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity.

19. Notices. Notices or other communications that may be made or are required to be given under this deed shall be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier, or by registered or certified mail, return receipt requested, to the address set out below, or such other address as may be specified by written notice.

Grantor: Greba Properties, LLC
Attention: Brandon Greba
4120 Highpoint Court
Villa Rica, GA 30180

Grantee: ServisFirst Bank
Attention: Mike Stephens
2801 Chapel Hill Road
Douglasville, GA 30135

With a copy to: Hartley, Rowe & Fowler, P.C.
Attention: Scott P. Newland
12301 Veterans Memorial Highway (30134)
Post Office Box 489 (30133)
Douglasville, Georgia

For purposes of this deed, the time of actual delivery, as evidenced by a signed receipt, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or three days after the postmark, if by mail, shall be deemed the day of receipt of any notice or delivery. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of such notice or delivery.

20. No Waiver of Future Compliance. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.

21. Miscellaneous. The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantor shall be and mean the several as well as joint undertaking of each of them.

22. Nature of Instrument.

a. As to that portion of the Premises that constitutes real property under Georgia law, this deed is intended to be a deed to secure debt and conveys title to such real property to the Grantee.

b. As to that portion of the Premises as to which the provisions of the Uniform Commercial Code as enacted in the State of Georgia, are applicable, this deed is intended to be a security agreement, encumbering each and every item of such of the Premises, in compliance with the provisions of the Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this deed shall be (a) as prescribed in this deed; or (b) as prescribed by general law; or (c) as prescribed by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Grantee's sole election.

c. The Grantor expressly authorizes Grantee to file or amend, in form and substance satisfactory to the Grantee, such "financing statements", real estate related notice filings, and such further assurances as the Grantee may, from time to time, reasonably consider necessary to create, perfect and preserve Grantee's interest in the Premises herein granted, and the Grantee may cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor and Grantee agree that the filing of such financing statements shall not in any way affect the agreement of Grantor and Grantee that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this deed, is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as part of the real estate conveyed hereby.

d. Grantor hereby acknowledges that the Secured Indebtedness arises out of a "commercial transaction" as that term is defined in O.C.G.A. §44-14-260(1) concerning foreclosure of mortgages on personal property, and agrees that if a default has occurred and is continuing, Grantee shall have the right to an immediate writ of possession without notice of hearing, and Grantor hereby knowingly and intelligently waives any and all rights it may have to any notice and posting of a bond prior to seizure by Grantee, its transferees, assigns or successors in interest of the Premises or any portion thereof. This provision is intended by Grantor as a "waiver" as that term is defined in O.C.G.A. §44-14-260(3) relating to foreclosure of liens on personalty.

23. Uniform Commercial Code Fixture Filing. This Deed to Secure Debt, Security Agreement, and Uniform Commercial Code Fixture Filing (this "Deed") shall also constitute a financing statement filed as a fixture filing in accordance with O.C.G.A. §11-9-502(c).

a. This Deed covers the property rights, contract rights, Equipment, and claims described in this Deed and comprising the Premises, which are now or are to become fixtures related to the Property as defined and described in this Deed.

b. The name of the Debtor is the name of the Grantor, and the name of the Secured Party is the name of the Grantee as set forth in the caption to this Deed. The mailing address of the Grantor as Debtor and the Grantee as Secured Party under the Uniform Commercial Code are set forth in Section 19 of this Deed.

c. The collateral covered by this Deed is described in Section (a) above.

d. The information contained in this paragraph is provided in order that this Deed shall comply with the requirements of the Uniform Commercial Code as enacted in the State of Georgia for instruments to be filed as financing statements.

24. Special Waivers. GRANTOR EXPRESSLY: (i) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN IN THIS DEED TO GRANTEE TO SELL THE PREMISES BY NON-JUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS DEED; (ii) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES OF AMERICA, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS DEED; (iii) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED, AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR, AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (iv) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY, AND WILLINGLY BY GRANTOR; AND (v) AGREES THAT GRANTOR'S RIGHT TO NOTICE SHALL BE LIMITED TO THOSE RIGHTS TO NOTICE PROVIDED BY THIS DEED AND NO OTHER.

25. Environmental Matters. Grantor warrants and represents to Grantee that, to the best of Grantor's knowledge, no portion of the Premises has been used for the storage, processing, or dumping of, or has become contaminated with, any hazardous materials. Grantor covenants and agrees that, during such time as Grantor owns or leases the Premises, that the Premises will not be used for the storage, processing or dumping of hazardous materials.

26. Subrogation. To the full extent of the Secured Indebtedness, Grantee is subrogated to the liens, claims and demands, and to the rights of the owners and holders of each lien, claim, demand or other encumbrance on the Premises which is paid or satisfied, in whole or in part, out of the proceeds of the

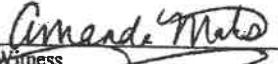
Secured Indebtedness, and the respective liens, claims, demands and other encumbrances shall be, and each of them is hereby preserved and shall pass to and be held by Grantee as additional collateral and further security for the Secured Indebtedness, to the same extent they would have been preserved and would have been passed to and held by Grantee had they been duly and legally assigned, transferred, set over and delivered unto Grantee by assignment, notwithstanding the fact that any instrument providing public notice of the same may be satisfied and cancelled of record.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered in
the presence of:

GREBA PROPERTIES, LLC

By:  (SEAL)
BRANDON GREBA, SOLE MEMBER


Witness

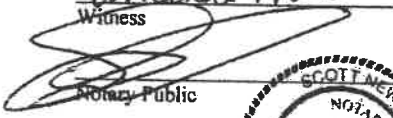

Notary Public



EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2020 and subsequent years, not due and payable.
2. Rights of tenants under leases, written or oral, recorded or unrecorded, to possession of the premises as tenants only.
3. Restrictions, easements, building set-back lines, and matters of survey as shown on plat recorded in Plat Book 50, Page 229, Carroll County, Georgia Records.
4. Restrictions, easements, building set-back lines, and matters of survey as shown on plat recorded in Plat Book 107, Page 146, Carroll County, Georgia Records and Plat Book 41, Page 70, Douglas County, Georgia Records.

Aaron M. McCullough (Ga. P.J. S. #2980) 4/12/2023
DATE

[illegible]

AMERICAN SOCIETY OF MECHANICAL ENGINEERS
1633 AVENUE OF THE EQUITIES
NEW YORK, N.Y. 10018-5900
TEL: 212/292-6200 FAX: 212/292-6201
WWW.ASME.ORG

- 3) THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON, NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION BOWEN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- 4) FLOOD STATEMENT: AS PER OFFICIAL FIRM MAP 16040A/157E DATED 01/06/1978 THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
- 5) HUGHES-PAV COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.
- 6) THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 160-7 OF THE RULES OF THE BOARD OF REGISTRATION OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PRACTICE ACT O.C.G.A. 16-14-47.
- 8) DATE OF FIELD WORK: 04/08/1978

THE FIELD DATA UPON WHICH THIS PLAN IS BASED WAS PERFORMED USING A CLOSED TRAVERSE AND WAS NOT ADJUSTED.

THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 273,372 FEET.

THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAN:

TRIMBLE 580 ROBOTIC TOTAL STATION AND LITA COLLECTOR

DRAFT

DRAFT

IF YOU DIE

811

Know what's below.
Call before you dig.
Dial 811
or Call 800-368-5841

	CALCULATED POINT		WATER METER
	MANHOLE		WATER VALVE
	FIRE HYDRANT		FIRE HYDRANT
	FIRE ALARM		FIRE ALARM
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LOCATED IN LAND LOT 176 2nd DISTRICT,
CARROLL COUNTY, GEORGIA &
LAND LOT 176, 2nd DISTRICT,
DOUGLAS COUNTY, GEORGIA

P
L
A
T

DRAWING REVISION LOG			Revised By: <u> </u>
NO	DATE	REVISION DESCRIPTION	DRAWN BY: <u>WAS</u>
1	4/17/23	ADD IMPROVEMENTS, SETBACKS	CHECKED BY: <u>AMW</u>
			JOB NO: <u>1202223</u>
			SCALE: <u>1"=30'</u>
			THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS EXPRESSLY PROHIBITED.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-03-23 – Variance from *Table 4.4 Development Regulations* and *Section 8.02(2)(j)(1) Off-Street Motor Vehicle Parking and Loading Areas* of the Villa Rica Zoning Ordinance

AGENDA DATE: July 11th, 2023

DATE PREPARED: June 30th, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Brandon Greba seeks a variance from *Table 4.4 Development Regulations* and *Section 8.02(2)(j)(1) Off-Street Motor Vehicle Parking and Loading Areas* of the Villa Rica Zoning Ordinance at 113 Conners Road in order to keep an existing nonpermitted carport on a commercially-zoned parcel. The applicant has requested a variance to place the carport a distance of 4' from the primary structure, whereas 10' is required; and 5.5' distance to the rear yard property line, whereas 15' is required.

BACKGROUND: The applicant was cited by Code Enforcement for the construction of a carport without permits. Section 8.02(2)(j)(1) does not permit carports on commercial property. The applicant is requesting variance relief in order to keep the carport. The carport is also not in a complaint location for accessory structures, thus the applicant's request for additional relief from Table 4.4.

STAFF RECOMMENDATION: DENIAL

1. Section 8.02(2)(j)(1) Off-Street Motor Vehicle Parking and Loading Areas:
Private residential garages and carports for the storage of motor vehicles are permitted, provided that such structures are accessory to private, residential uses, are used for the storage of motor vehicles, and are clearly accessory and not for commercial purposes.
 - Recommendation: DENIAL
 - Reasons: The request is self-imposed.
2. Table 4.4 -Development Standards– C1 Zone: 10' building separation required.
 - Recommendation: DENIAL
 - Reasons: The carport can be located in a conforming location on the lot should Council approve the carport to be located on the lot.

3. Table 4.4 -Development Standards– C1 Zone: 15’ rear yard setback required.
- Recommendation: DENIAL
 - Reasons: The carport can be located in a conforming location on the lot should Council approved the carport to be located on the lot.

IMPACT: N/A

MOTION:

- (1) I move to deny the requested variance from Section 8.02(2)(j)(1) by Brandon Greba as presented.
- (2) I move to deny the requested variance from Table 4.4 to reduce the required 10’ building separation to 4’ by Brandon Greba as presented.
- (3) I move to deny the requested variance from Table 4.4 to reduce the required 15’ rear yard setback to 5.5’ by Brandon Greba as presented.



November 30th, 2022 –Updated May 9th, 2023

Renee Kilgore, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Highlands Residential, LLC
RA-06-22
1739 Carrollton-Villa Rica Highway
Land Lot 68, District 6
Parcel #: V07 0140007
Acreage: 67.14
Ward: 2
Planning Board Member: David Rogers
City Council Member: Matthew Momtahan
City of Villa Rica, Carroll County, Georgia

Dear Ms. Kilgore:

Highlands Residential, LLC (the Applicant) seeks a rezoning from Single-Family Agricultural (AG) to Single-Family Attached (SFA) in order to construct 252 single-family attached townhomes within 84 buildings on the site. The Applicant has not requested any variances.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Zoning Master Plan, prepared by Christopher Planning & Engineering, unsigned and unstamped, dated March 10th, 2022 (2 sheets);
2. Application Checklist, notarized and dated October 28th, 2022 (1 page);
3. Zoning Map Amendment (Rezoning) Application, dated October 28th, 2022 (2 pages);
4. Property Owner Authorization Form, notarized and dated October 26th, 2022, signed by Brian L. Campbell and Kenneth A. Campbell, members of Green Tree Group, LLC (2 pages);
5. General Warranty Deed, dated October 22nd, 2007, signed by Lee Campbell to Shirley S. Campbell (3 pages);
6. Applicant Statement of Intent, dated October 28, 2022, by an unknown preparer (2 pages);



7. Project Description, undated, by an unknown preparer

A. Existing Conditions

The application consists of a 67.14 acre “L-shaped” parcel on the west side of Highway 61. The property has a total of 935.77’ of frontage on Highway 61, and a total frontage of 2,686.14’ on Van Wert Road. The parcel is currently zoned Single-Family Agricultural. The parcel feature vastly undeveloped land and only features a dilapidated driveway and a storage shed/garage. The property wraps around the Villa Rica V-Plex Sports Complex on its west and south sides, and is adjacent to unincorporated Carroll County to the west across Van Wert Road, to the north along Van Wert Road, and to the east across Highway 61.

The subject property is adjacent to civic/park/recreation uses to the north, low-density residential uses on all sides; a house of worship bordering the property to the south; and a residential parcel to the east across Highway 61.

Three ponds are located within, or partially within, the geographical boundaries of the parcel. No streams have been identified by the applicant or located on department maps. No easements have been identified on the concept plan drawing.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Single-Family Agricultural (AG) -City Agricultural (A) - County	Suburban Village Residential – County
East	Commercial (C) / Agricultural (A) - County	Commercial – County
South	Single-Family Agricultural (AG) -City Commercial (C) -County	Suburban Village – City Commercial -County
West	Agricultural (A) - County	Residential – County



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

According to the submitted site survey, the property was developed as of 1998 with a one-story frame house, barn and asphalt driveway near Highway 61. This house no longer remains, however the barn and driveway partially exist on the site today in an advanced dilapidated state. In 2020, the lot was rezoned from Rural Development (RD) to AG, which was a lateral rezoning as a part of the citywide rezoning effort and adoption of new zoning district categories.

C. Proposed Development

The applicant proposes to construct 252 single-family attached dwellings within 84 buildings on the west side of Highway 61. The applicant has proposed to rezone the property to SFA from AG. The proposed gross density is 3.75 du/acre and will range in unit size from 1,000 sq. ft. to 1400 sq. ft.. Three units are proposed to be constructed per building. The project will be an “age exclusive lifestyle community” and is designed to attract “Empty Nesters and other retired grandparents and their friends”, according to the applicant’s Letter of Intent. The property would be a rental community. Various amenities are proposed, including a club room, commercial quality demonstration kitchen, library, game room, personal training studio, a fishing pond, pickleball courts, walking trails, and outdoor space (at least three required). No information has been



provided regarding how much acreage of open space is proposed. The applicant has indicated the project would be built in three phases, starting in 2023, and the remaining phases would be built over approximately 3-5 years. Phase 1 is proposed to be 144 units, and Phase 2 is proposed to be 108 units.

See Table 2 below for yard and bulk requirements in the SFA Zone:

TABLE 2 - BULK REQUIREMENTS – SFA SINGLE-FAMILY URBAN ZONE DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	67.14	C
Minimum Lot Width (ft)	100	Unknown	Unknown
Minimum Front Yard Setback (ft)	25	25	C
Minimum Rear Yard Setback (ft)	40	Unknown	Unknown
Minimum Side Yard Setback (ft)	40	Unknown	Unknown
Maximum Building Coverage (%)	40	Unknown	Unknown
Maximum Building Height (ft)	40	Unknown	Unknown
Maximum Impervious Coverage (%)	50	Unknown	Unknown
Minimum Heated Square Feet (sf)	1,040 – One Story 650 – Two Story	Unknown	Unknown

Water is proposed to be drawn near existing sites on Highway 61. The applicant is proposing an on-site wastewater treatment, collection and disposal system that would be privately held. The proposed per capita flow per unit is 100 gallons per day (GPD). There would be several septic tanks constructed to service the different buildings/units. An underground storage tank would provide one day (25,000 gallons) of storage before being dispersed into a drip field.

The applicant has indicated that roadways on-site will be private and entrances gated. The development is proposed to have two entrances, one main entrance on Highway 61 and a residents only entrance on South Van Wert Road.

Design Standards

The city has design standards for all single-family attached developments in Section 9.03 of the Zoning Ordinance, to which the applicant must comply at the time of architectural review.

Amenities/Open Space

The site plan indicates several common areas as open space, however total acreage has not been provided. The ordinance requires a total of 8.06 acres (12% of the site area) for open space. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:

TABLE 8 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
Non-Qualifying Open Space	Qualifying Open Space



Required Private Yards	Conservation areas and wetlands preserved as conservation areas.
Street rights-of-way, open parking area and driveways for dwellings	Floodplains
Land covered by buildings	Woodlands
Required detention and retention ponds that are not visually or physically accessible.	Riparian Corridors
The floodway of any stream, regulated drain, river or other water body accessible.	Retention and detention facilities with the following characteristics: 1. Perimeter access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA. 2. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area. 3. Planting. Native plant material is encouraged around the perimeter of retention ponds.
Any area with slopes exceeding a twenty-five percent (25%) grade.	Development amenity areas containing semi-public areas such as: 1. Plazas with seating and special features such as public art or fountains. 2. Pocket parks with seating and landscaping. 3. Decorative water features; and lakes.
Any wetlands on the development site, unless preserved as a conservation area.	

The city's ordinance permits for the following mix of amenities at the discretion of the developer and approval of the City Council:

- Swimming pool sized to comply with NRPA standards.



- Golf course.
- Resident clubhouse.
- Two tot lots with a minimum size of five-hundred (500) square feet per lot
- Basketball, volleyball, or other sport court.
- Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) barbeque grill/pit per area.
- Other amenity approved by the City Council.

The city requires a minimum of amenities for single-family residential subdivisions. According to the Villa Rica Zoning Ordinance, “Developments with one-hundred seventy-six (176) or more dwelling units shall provide at least three (3) amenities.” Various amenities are proposed, including a club room, commercial quality demonstration kitchen, library, game room, personal training studio, a fishing pond, pickleball courts, walking trails, and outdoor space (at least three required). Preliminarily, based on the Letter of Intent and site plan, this would meet the ordinance requirements, subject to the City Council accepting the walking trail as an amenity. Of this list, only the club room and pickleball courts would be accepted amenities to fulfill the city’s requirements.

Offsite Improvements

No off-site improvements are proposed along Highway 61, including acceleration and deceleration lanes.

Density

The applicant has proposed a gross density of 3.75 dwelling units per acre (du/acre) for the entire development, based on the Concept Site Plan submitted. As this development is located within the SFA Zone, the maximum density permitted is 17.424 du/acre. The development meets the required density in the zone.

Flood Plain

No streams are located on any of the subject properties. There are two small pond entirely on the property and a third partially on the property that crosses into unincorporated Carroll County on the parcel’s northern side. The property is not in a flood zone. Based on the Conceptual Site Plan submitted, the applicant appears to be proposing to infill two lakes and keep one lake on the property to be used as detention and for fishing. It is unclear if all buildings will meet the buffer requirements from this pond. The other ponds proposed for infill may require variances and extensive review and approval by EPD and the City Engineer. Figure 2, below, indicates the flood zone map for the property:



National Flood Hazard Layer FIRMette

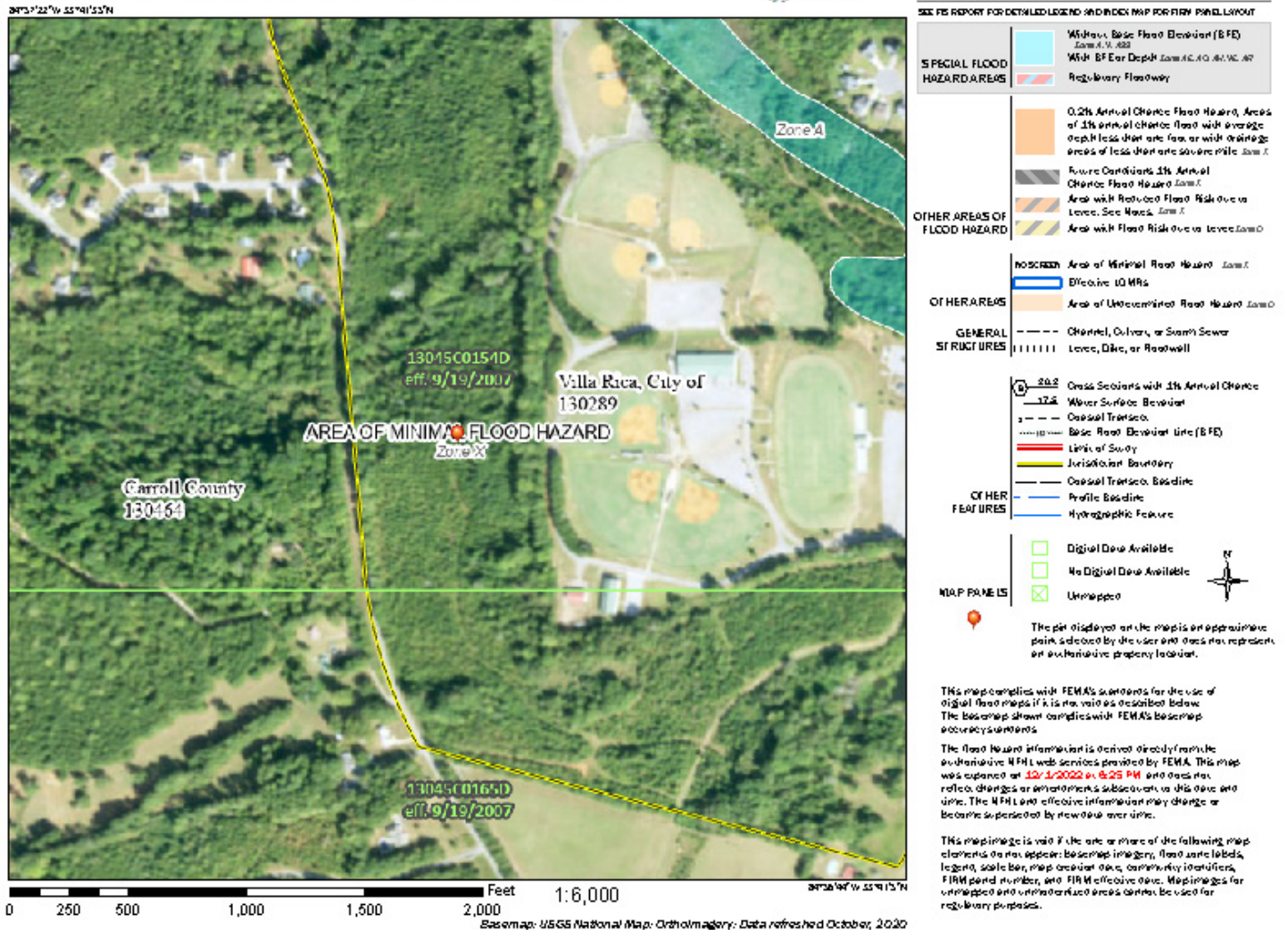


Figure 2: National Flood Hazard Layer FIRM Map 13045C0154D

Buffering/Screening/Tree Conservation:

A landscaping plan will be required to be submitted by the applicant at the time of Final Plat submittal. Section 7.05(7) of the zoning ordinance requires that a twenty (20) foot wide landscape area adjacent to the road or right-of-way be provided, and must be designated as “common area” or placed in a landscape easement. In addition, several shrubs and trees must be planted within this area. Trees are to be planted at a minimum rate of five (5) trees per one-hundred (100) linear feet of perimeter planting. Shrubs are to be provided at a minimum rate of ten (10) per one-hundred (100) linear feet of perimeter planting. Decorative perimeter fencing is also required within a common area adjacent to the right-of-way.

Based on *Table 7.7: Individual Residential Lot Landscape*, Individual lots within newly formed



SFA developments are also required to have two trees each, and ten (10) shrubs. All front yards must be sodded.

Table 7.7: Individual Residential Lot Landscape			
Zoning District	Number of Trees	Minimum Number of Shrubs	Front Yard Sod
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

Additional landscape areas, such as surrounding retention ponds, street trees and other planting requirements will be enforced by the department as required, including the planting and buffering specified above.

D. Rezoning Review Criteria

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. **The Comprehensive Plan;**

Villa Rica Future Land Use Map

The Future Land Use Plan prescribes “Suburban Village” as the future land use character area. The intent of the Suburban Village Character Area is as follows:

“Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists. Sidewalks and pedestrian linkages to nearby parks and other amenities should be provided in new developments.”



The character area has design principles that recommend “low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads”.

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Suburban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

<u>TABLE 3 - APPROPRIATE ZONING CATEGORIES – SUBURBAN VILLAGE</u>	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Single Family (R20)	Single-Family Suburban (R1) Single-Family Urban (R2)
Multi-Family (R-14)	Multi-Family Low-Density (MF1)
Residential Townhome (RT)	Single-Family Attached (SFA)
Rural Development (RD)	Single-Family Agricultural (AG)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional (OI)	Office Medical Institutional (OMI)

Primary Future Land Uses recommended in the Comprehensive Plan are detached single-family dwellings; multifamily dwellings (if near high density development or part of a planned community; could also include townhomes, small-scale apartments); senior/assisted living facilities; conservation subdivisions; clustered neighborhood commercial/small-scale mixed use (restaurants, retail, single-office); civic benefit uses such as community centers, libraries, places of worship, and schools; parks, greenways and trails. The proposed development appears to meet the intents of the Suburban Village character area.

- ii. **Current conditions and the character of current structures and uses in each district;**
The lot is vacant with no uses and a dilapidated structure. The character of the SFA zone is typical of a single-family attached subdivision, whereas the character of the AG zone is typical of single-family homes on large lots (at least ½ acre).
- iii. **The most desirable use for which the land in each district is adapted;**
The proposed development is not the most desirable use based on the Comprehensive Plan and overall character of the area. The current use of the property as a vacant property is not the highest and best use for the property given the acreage and the density recommendations stated in the Comprehensive Plan, however development as commercial along the highway is most desirable from a planning and infrastructure perspective.



- iv. **The conservation of property values throughout the jurisdiction; and**
The impact on property values for surrounding uses is expected to be nominal.

- v. **Responsible development and growth**
The southwestern portion of the city is expected to grow with residential and commercial uses in the near and long term future. The applicant has not indicated any roadway improvements on the concept plans, therefore it is difficult to gauge the adequacy of the road network should improvements be made. The current roadway does not have cross-access onto Highway 61, so access northbound will be indirect for visitors, and handled via South Van Wert Road for residents.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

- i. **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

Highway 61 has had considerable residential development both within and outside of the city limits. The size of the lot and frontage along Highway 61 adjacent lend the impetus for more commercial and potentially residential in the area. This parcel is in the southernmost parcels within the city limits and it would be reasonable to expect further development pressure within this quadrant of the city.

- ii. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

The use is not expected to affect the existing uses nearby or usability of any adjacent structures or lots.

- iii. **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;**

The property currently does not have a reasonable economic use as currently zoned and is not the highest and best use of land given the acreage and Comprehensive Plan designations for appropriate zoning, which would allow for higher density and/or intensity. Because of the size and location of the parcel, along with development pressures along the Highway 61 corridor, the rezoning to SFA would give the parcel an economic advantage for providing further development, but increase utility demand in an area of the city with distribution challenges.

- iv. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

The concept plan does not indicate if traffic improvements along Highway 61 are proposed.



Potential traffic impacts along Highway 61 and South Van Wert Road must be studied and reviewed by the City Engineer as a part of final plat approval. The applicant has the ability to tap into water nearby. The applicant is not proposing to access city sewer.

v. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

The rezoning is supported by the Comprehensive Plan. The Comprehensive plan prescribes Suburban Village as the land use character area, which recommends commercial and residential zoning). This is consistent with the requested zone change from AG to SFA.

vi. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

No existing or changing conditions are expected to impact the use or development.

E. Comments

1. The City Council shall require that a legal plan or contract for the perpetuation, maintenance and function of all the common area or other common property be established and furnished to the Council to be approved by the City Attorney prior to final approval. The legal plan or contract shall assure that all such common areas shall be provided for in a satisfactory manner without expense to the City. The documents shall be recorded in the County Recorder's office by the applicant prior to occupancy of any building on the project.
2. Where applicable, a homeowners' or maintenance association shall be established for the purpose of permanently maintaining all open space and potential non-commercial recreational facilities. Such homeowner's or maintenance association agreements, guaranteeing continuing maintenance, and giving lien to the City in the event of lack of such maintenance, shall be submitted to the City Council for approval prior to the issuance of any permits.
3. A Landscape Plan, Open Space Plan and other details, as required, should be submitted to the City Engineer for review prior to Final Plat approval.
4. The applicant should provide testimony to off-site improvements proposed.
5. The applicant should provide testimony to amenities and open space proposed.

Recommendation:

Staff recommendation: **APPROVAL w/ Conditions**

Reasons: The rezoning is supported, and the density is encouraged by the Comprehensive Plan.

Conditions:

1. The community shall be an age-restricted community in compliance



with the Housing For Older Persons Act of 1995 (“HOPA”). The deed restriction must be filed within 30 days of the final plat approval.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on December 1, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city to voice concern or support for the proposed actions.

Should you have any questions concerning the above comments please do not hesitate to contact me. I reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

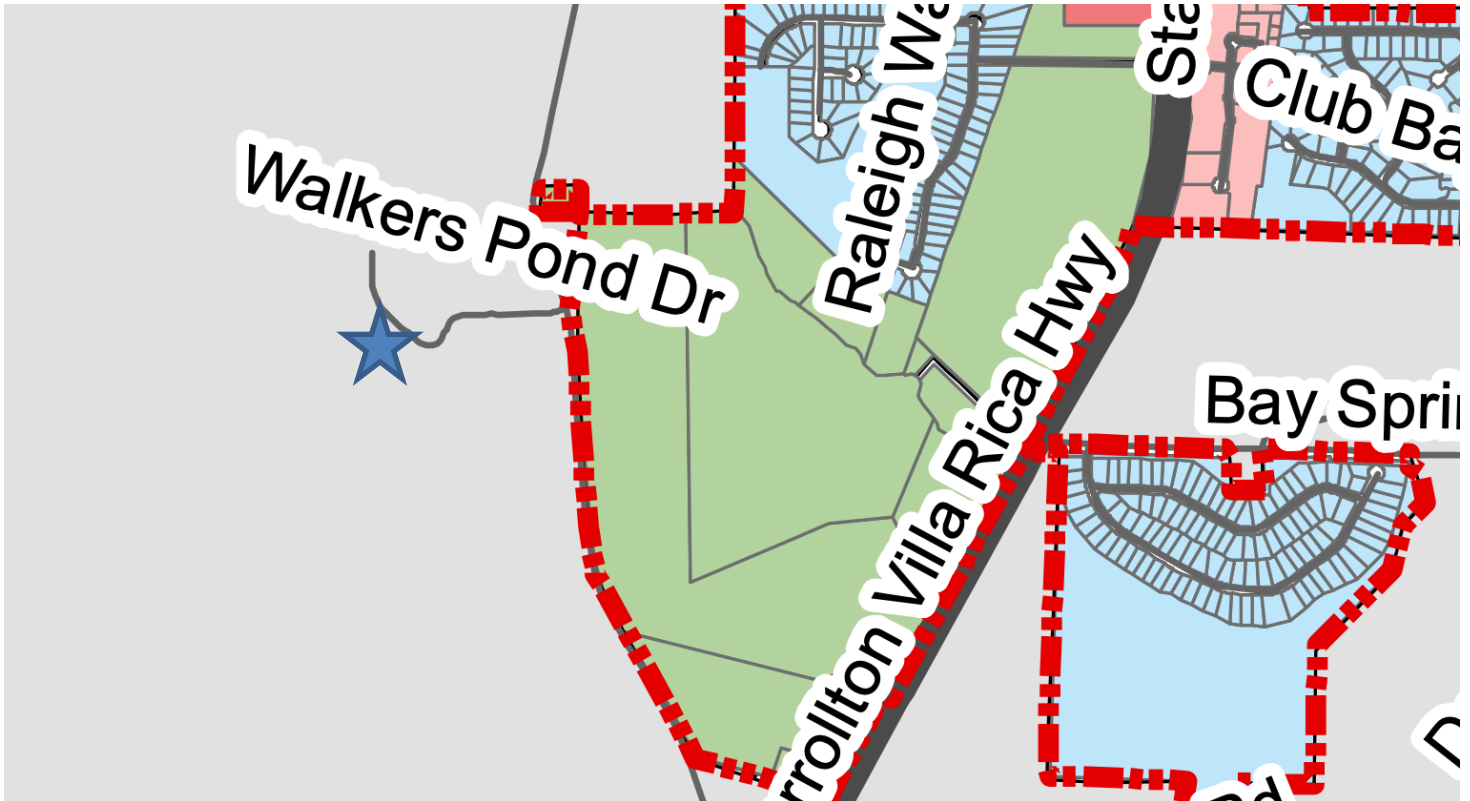
Planning & Zoning Administrator

cc: Tom Barber, City Manager (via email)
David Mecklin, Esq., City Attorney (via email)



Corresponding Maps:

Villa Rica Zoning Map:

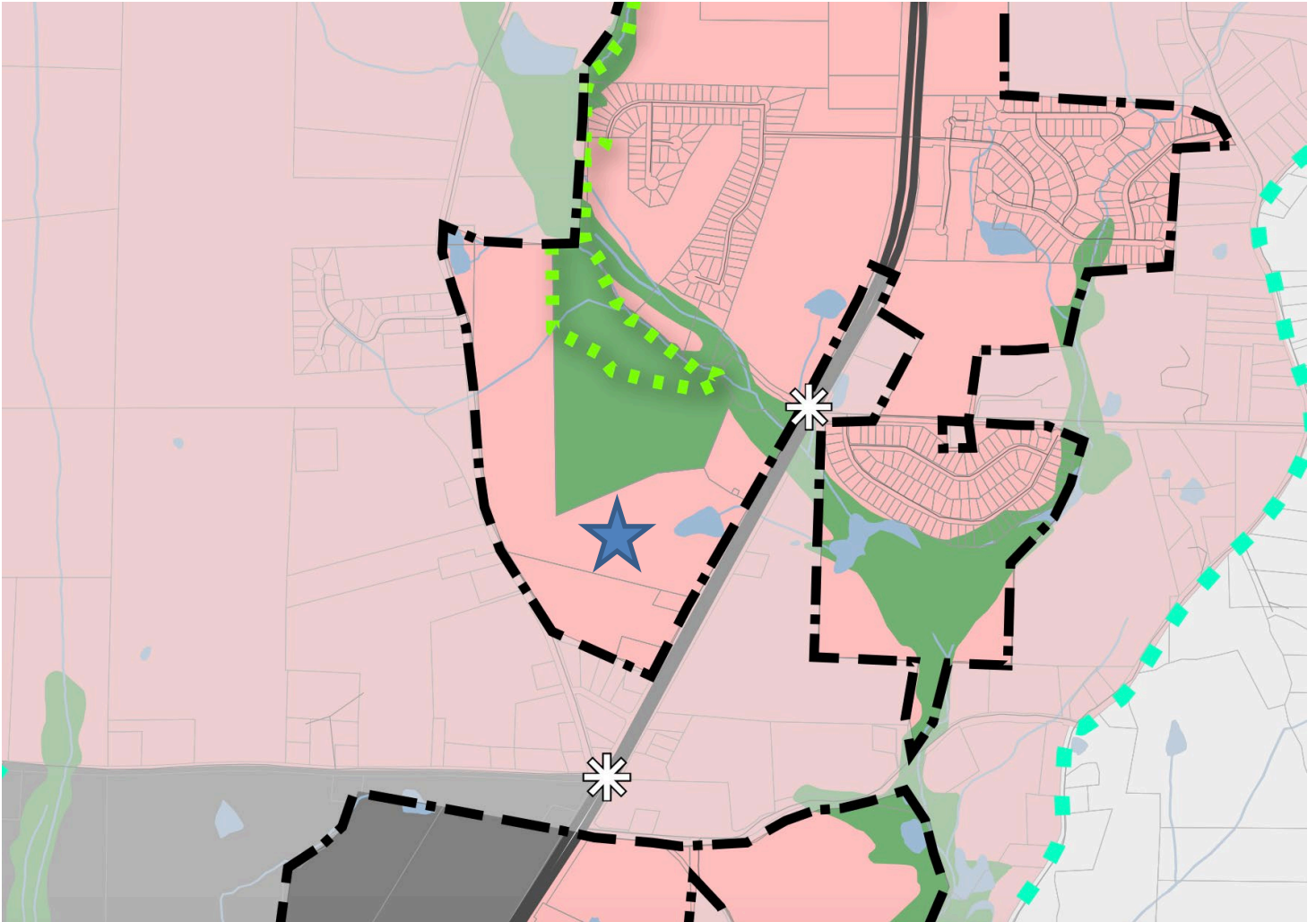


Zoning District Legend

	City Boundary
	AG - Single-Family Agricultural
	R1 - Single-Family Suburban
	R2 - Single-Family Urban
	SFA - Single-Family Attached
	MF1 - Multifamily Low-Density
	MF2 - Multifamily Medium-Density
	CBD - Central Business District
	CMU - Commercial Mixed Use
	C1 - Commercial Low-Density
	C2 - Commercial Medium-Density
	OMI - Office Medical Institutional
	I1 - Industrial Low-Density
	I2 - Industrial Medium-Density
	PUD - Planned Unit Development



Villa Rica Future Land Use Map:



CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY





RECEIVED
10-28-22
@ 11:58

APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☒ ZONING MAP AMENDMENT

Please complete the blanks with the information requested. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 10/28/2022

APPLICANT

Applicant Name: Highlands Residential, LLC

Address: 3200 Windy Hill Road, Suite 755 City: Atlanta State: GA Zip: 30339

Phone: (404) 432 - 8353 Fax: () - Email: dloeffel@highlandsresidential.com

Agent Name: Hunter Holliday

Address: 3200 Windy Hill Road, Suite 755 City: Atlanta State: GA Zip: 30339

Phone: (404) 694 - 1861 Fax: () - Email: hholliday@highlandsresidential.com

Owner Name (If different from applicant): Green Tree Group, LLC

Address: 1558 Stripling Chapel Road City: Carrollton State: GA Zip: 30116

Phone: (770) 862 - 0025 Fax: () - Email: -

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

REZONING REQUEST

Existing Zoning: Agricultural Residential (AG) Requested Zoning: Single-Family Attached Residential (SFA)

Property Address: 1739 Carrollton Villa Rica Highway Nearest Intersection: SR 61 and South Van Wert Road

Present Use of Property: Agricultural Purposes

Proposed Use: Senior Living Cottages

Size of Tract: 67.14 Acres Land Lot Numbers: 68 Districts: 06

Gross Density: 5.09 units per acre Net Density: 5.09 units per acre

Property Tax Parcel Number: V07 0140007

(For Office Use Only)

Total Amount Paid \$ - Cash - Check # - Received by: -

Application checked by: - Date: - Map Number(s): -

Planning Commission: Approved ☐ Denied ☐ Date: - Conditions: No ☐ Yes ☐ How many: -

City Council Decision: Approved ☐ Denied ☐ Date: - Conditions: No ☐ Yes ☐ How many: -

Manager's Signature: - Date: -



CASE # _____
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B, of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, Hunter Holliday, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

WHH

Signature of Applicant

10/28/2022

Date

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

- ☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
 - h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Proposed text amendment;

Written statement describing reasons for the proposed text amendment; and any other exhibits as may be required by the Community Development Director.



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 28th day of October, 2022.

Highlands Residential, LLC
Applicant's Name – Printed

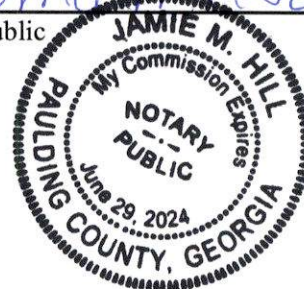
W/H/H/I
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 28th day of October, 2022

Jamie M. Hill
Notary Public



1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

156479

BK PG
4148 218

Prepared by:
Lee Campbell
1558 Stripling Chapel Road
Carrollton, GA 30116-6903
770-834-2651

PT-61 022-200 7.006946
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 0
DATE 10-31-07
Harold H. Hines
CLERK OF SUPERIOR COURT

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT

07 OCT 31 PM 4:34

Harold H. Hines
CLERK SUPERIOR COURT
CARROLL COUNTY, GEORGIA

② Return to:
G. Gregory Shadrix, Esq.
G. GREGORY SHADRIX, P.C.
414 College Street
Carrollton, GA 30117
770-830-0809

NTC

GENERAL WARRANTY DEED

GEORGIA, CARROLL COUNTY:

THIS INDENTURE, Made this 22nd day of October, in the year Two Thousand Seven (2007) between LEE CAMPBELL of the County of Carroll and State of Georgia and SHIRLEY S. CAMPBELL of the County of Chester and State of Pennsylvania as parties of the first part, herein called Grantors and GREEN TREE GROUP, LLC as party of the second part, herein called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns and include the masculine, feminine, or neuter gender where the context requires or permits).

WITNESSETH, that: Grantors, for and in consideration of the sum Ten Dollars (\$10.00) and Other Valuable Consideration in hand paid at and before the sealing and delivery of these present, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 68 and 93 of the 6th District of Carroll County, Georgia containing 67.14 acres of land, and being more particularly delineated and described on that certain plat of survey entitled, "Annexation Survey for H.L. Campbell Estate and City of Villa Rica", said plat prepared by Ross A Lynn of Keck and Wood, Inc., Georgia Registered Land Surveyor No. 2316, said plat being Job No. 982067, Drawing No. 3-98-067 dated July 24, 1998, and recorded in Plat Book 92, Page 158, Carroll County, Georgia, Public Real Estate Records, which plat and the record therein contained are by reference incorporated herein, together with all improvements located thereon.

LC
LC
SSC
SSC

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the Grantee against the claims of all persons whomsoever.

IN WITNES WHEREOF, the Grantors have signed, sealed and delivered this general warranty deed, the date and year above written.

Signed, sealed, and delivered
in the presence of:

Candace Brantley
Witness

Lee Campbell
Lee Campbell

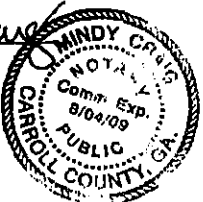
Mindy Craig
Notary Public
My commission Expires:



Candace Brantley
Witness

Shirley S. Campbell
Shirley S. Campbell

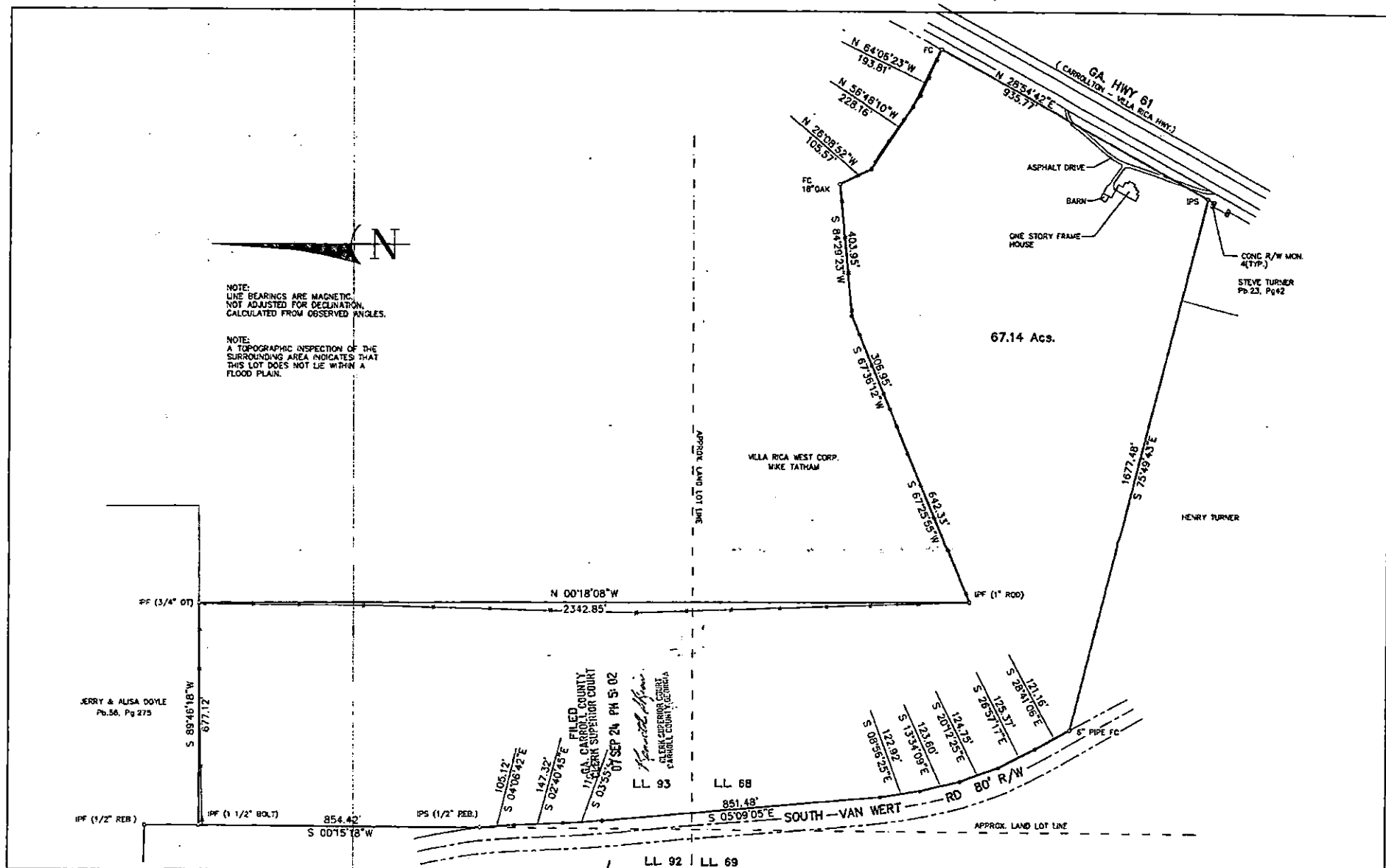
Mindy Craig
Notary Public
My Commission Expires:



NOV 01 2007
RECORDED _____ KENNETH SKINNER, CLERK

NOTE:
LINE BEARINGS ARE MAGNETIC,
NOT ADJUSTED FOR DECLINATION.
CALCULATED FROM OBSERVED ANGLES.

NOTE:
A TOPOGRAPHIC INSPECTION OF THE
SURROUNDING AREA INDICATES THAT
THIS LOT DOES NOT LIE WITHIN
FLOOD PLAIN.



LEGEND	
TP Telephone pole	LLC Land Lot Corner
PP Power Pole	LLL Land Lot Line
FC Fence Corner	ELEV Elevation
WM Water Meter	C Contention
GM Gas Meter	E Properly Line
SS Sanitary Sewer	P Power Line
MH Manhole	T Telephone Line
BL Building Line	G Gas Line
SD Storm Drain	W Water Line
CM Concrete Monument	P Percolation Hole
BM Benchmark	C Cemetery
TBM Temporary BM	F Fence
IPS Iron Pin Set	M Marsh/Scamp
IPF Iron Pin Found	T Tree/Stub
EOP Edge Of Pavement	C Creek/Branch
BOC Back Of Curb	FP Fence Post
SSE Sanitary Sewer Easement	WV Water Valve
SDE Storm Drain Easement	GV Gas Valve
SBMH South Bell Manhole	
SSMH San. Sewer Manhole	

ANNEXATION SURVEY FOR:

H.L. CAMPBELL ESTATE
AND
CITY OF VILLA RICA

LAND LOT 68 & 93

DISTRICT 6

CARROLL COUNTY, GEORGIA

JULY 24, 1998

DATE
7-27-98

REVISIONS

CORRECT SCALE

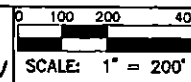
Equipment used for field data
collection and computations:
Angular: TOPCON GTS-3
Linear: 18V-485



Keck & Wood, Inc.

301 BRADLEY STREET, STE. 207-A CARROLLTON, GEORGIA 30117 (770) 832 1154

ENGINEERS SURVEYORS
PLANNERS



In my opinion this plot is a
correct representation of the
land plotted and has been
prepared in conformity with
the minimum standards and
requirements of law.

The field data upon which
this plot is based has a
closure precision of one
foot in 7,347 feet and
an angular error of 15"
per angle point and was
adjusted using the Com-
pass rule.

This plot has been calcu-
lated for closure and is
accurate to within one
foot in 8,000,000 feet.

Surveyed By: RES
Computed By: GAE
Drawn By: DRC
Checked By: RAL
Job No. 982067
Data Collector: HP48GX
Drawing No. 1.00 CE

PROPERTY OWNER(S) AUTHORIZATION FORM

I, **Green Tree Group, LLC.**, swear and affirm that I am the owner of the property located at **1739 Carrollton Villa Rica Hwy, Villa Rica, Carroll County, Georgia (67.14 Acres)**, as shown on the Tax Map and/or deed records of Carroll County, Georgia.

I hereby authorize **Highlands Residential LLC.** to act as the applicant or agent in pursuit of the development requested on this property.



(Signature of Property Owner)

Brian L. Campbell- President



(Signature of Property Owner)

Kenneth A. Campbell- Secretary/ Treasurer

Personally appeared before me on this 26 day of October 2022.

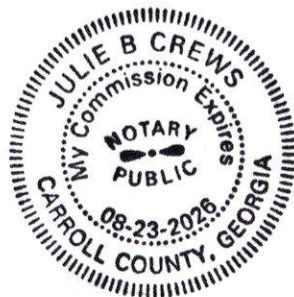
My Commission expires on 8-23-2026



Notary Signature/Seal

10-26-2022

Date



PROPERTY OWNER(S) AUTHORIZATION FORM

I, **Green Tree Group, LLC.**, swear and affirm that I am the owner of the property located at **1739 Carrollton Villa Rica Hwy, Villa Rica, Carroll County, Georgia (67.14 Acres)**, as shown on the Tax Map and/or deed records of Carroll County, Georgia.

I hereby authorize **Highlands Residential LLC.** to act as the applicant or agent in pursuit of the development requested on this property.

N/A

(Signature of Property Owner)

Brian L. Campbell- President

Kenneth A. Campbell

(Signature of Property Owner)

Kenneth A. Campbell- Secretary/ Treasurer

Personally appeared before me on this 21ST day of OCTOBER 2022.

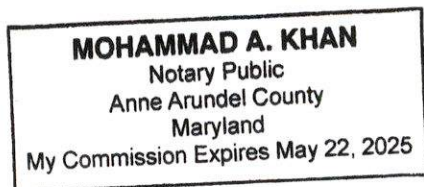
My Commission expires on 05/22/2025

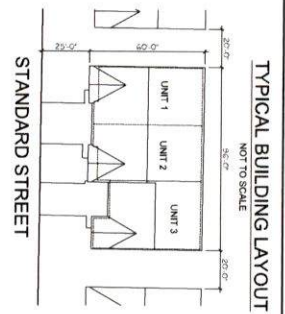
Mohammad Khan

Notary Signature/Seal

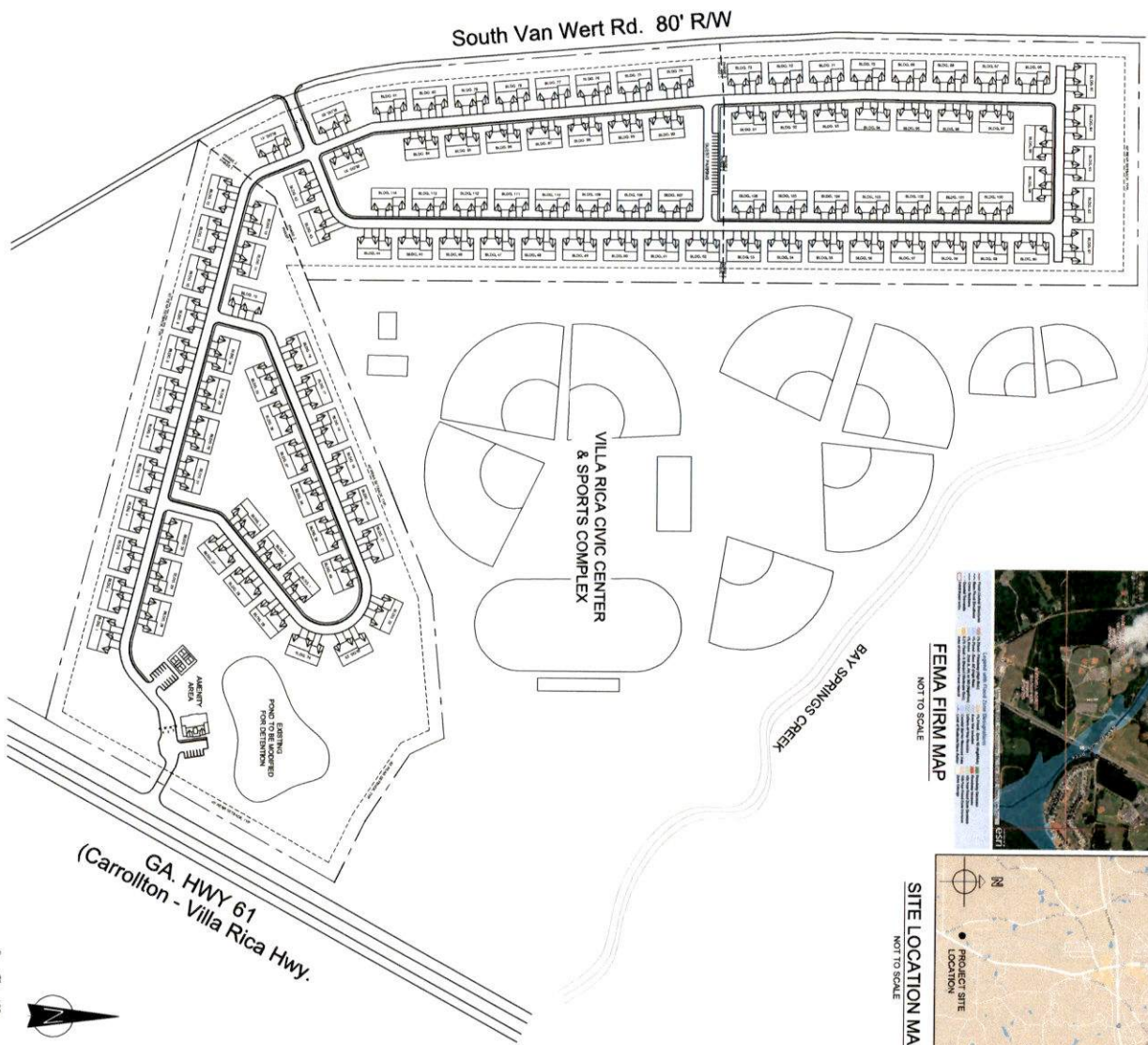
10/21/2022

Date





SITE DATA	
SITE AREA	67.14 ACRES
OWNER	AG. SINGLE-FAMILY AGRICULTURAL
PROPOSED ZONING	SPA SINGLE-FAMILY ATTACHED RESIDENTIAL
ZONING JURISDICTION	CITY OF VILLA RICA, GEORGIA
USE CALCULATIONS	
PROPOSED SENIOR LIVING UNITS	PHASE 1= 120 PHASE 2= 111 PHASE 3= 111 TOTAL 342
PROPOSED BUILDINGS	PHASE 1= 40 PHASE 2= 37 PHASE 3= 37 TOTAL 114
VILLA RICA CODE ORDINANCES	
MINIMUM LOT SIZE	1 ACRE
MINIMUM LOT WIDTH	100 FEET
MINIMUM LOT FRONTAGE	80 FEET
MINIMUM BUILDING HEIGHT	PRINCIPAL - 40 FEET ACCESSORY - 24 FEET
SETBACKS	
FRONT SETBACK	PA 40 FT MA 45 FT MC 45 FT PC 40 FT LR 35 FT
REAR SETBACK	PA 30 FT MA 35 FT MC 35 FT PC 30 FT LR 35 FT
SIDE SETBACK	40 FEET
PRINCIPAL	40 FEET
ACCESSORY	10 FEET
REAR SETBACK	40 FEET
ACCESSORY	10 FEET
MINIMUM DISTANCE FROM STRUCTURES ON SAME LOT	20 FEET
MINIMUM GROUND FLOOR AREA (PER UNIT)	1 STORY - 1040 SF 2 STORY - 693 SF
LOCAL MINIMUM LIVING AREA (PER UNIT)	1040 SF / 993 SF
MINIMUM LIVING AREA (FACE WIDTH)	24 FEET
MAXIMUM LOT COVERAGE (STRUCTURES AND BUILDINGS)	40%
MAXIMUM LOT COVERAGE (ALL IMPERVIOUS SURFACES)	50%



Project Overview

As a senior living developer focused on creating timeless and lasting communities for active adults, Highlands Residential is excited to propose a senior living development in the City of Villa Rica. This application proposes to rezone a 67.14 acre property located on Carrollton Villa Rica Highway from AG (Single-Family Agricultural) to SFA (Single-Family Attached Residential).

Highlands's proposed development is an Age Exclusive Lifestyle Community with approximately 342 senior living cottage units split into three phases. The proposed Age Exclusive use is designed to attract Empty Nesters and other "recently retired grandparents and their friends". According to FreddieMac, over 5 million baby boomers will rent their next home by 2022. This is a growing trend that Highlands is seeing across the Metro Atlanta area and the subject property provides exactly what our clientele desires.

This project will support the residents' sustainable living experience by meeting sustainable standards and incorporating energy-efficient appliances, low-flow water fixtures, and low-VOC paints.

The abundance of resident amenities will extend residents' living space by providing a club room, commercial quality demonstration kitchen, library, game room, personal training studio, a fishing pond, pickleball courts, walking trails, and an abundance of outdoor space. The building will offer its residents on-site management to help ensure activities are planned and encourage active participation

This residential community will offer various unit types for its diverse resident profile, tailored to the empty nester demographic in search of flexible luxury living. Unit types will include both 1-bedroom units and larger 2-bedroom units. The project will include 114, three unit buildings upon full buildout. This variety in housing types will help to accommodate a variety of household formations, sizes and incomes. Unit sizes range from approximately 1,000 RSF to 1,400 RSF and all units will have an attached 1 or 2-car garage.

Zoning Application Criteria

A. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;

The proposed senior living development will include 342 senior living cottage units split into three phases. The proposed development will not have a detrimental effect on the surrounding area and on the general public interest. All roads onsite will be privately maintained and all stormwater will be handled by onsite detention. This project will serve as a catalyst for continued growth in the southern City limits in the area surrounding the V-Plex.

B. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;

The proposed development is consistent with the intent and purpose of the Code and the goals and policies of the Comprehensive Plan.

C. The areas which are most likely to be directly affected by such change and the likely effects;

Due to our age-restriction, we do not anticipate any strain on local school infrastructure and limited strain on existing City infrastructure.

D. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;

The proposed development will offer a housing option for empty-nesters to stay in Villa Rica and downsize their homes, acting as a catalyst to recycling the existing housing stock. These communities serve the empty nesters' growing desire to fully realize the freedoms associated with their stage of life. The market for this segment is increasing not only with the aging baby boomers, but also with the increase in healthy life expectancy. Currently, there is a shortage of adequate housing options that specifically targets the needs and wants of this demographic in the City of Villa Rica.

E. The proposed time schedule and phasing for development;

If the project is approved, we would anticipate construction of the first phase of 120 units to begin in 2023. The other two phases would be built over approximately the next three to five years.

F. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions;

The project will have a main entrance on Carrollton Villa Rica Highway (Highway 61) and a resident-only entrance on South Van Wert Road. All roads within the development will be private and maintained by the owner.

G. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.

At this time we do not anticipate additional approvals or permits from other public agencies.



Villa Rica by



Highlands

RESIDENTIAL

Age Exclusive Community
55+ Senior Living

Project Location



Demographic Summary

28% of Age 55+ Households in the City of Villa Rica are renters.

We will provide the best rental housing option for this demographic.

Each resident will have their own attached garage with zero step entry into their home. The community will leverage landscaping and the natural setting to create curb appeal so that residents will be proud to call it home.

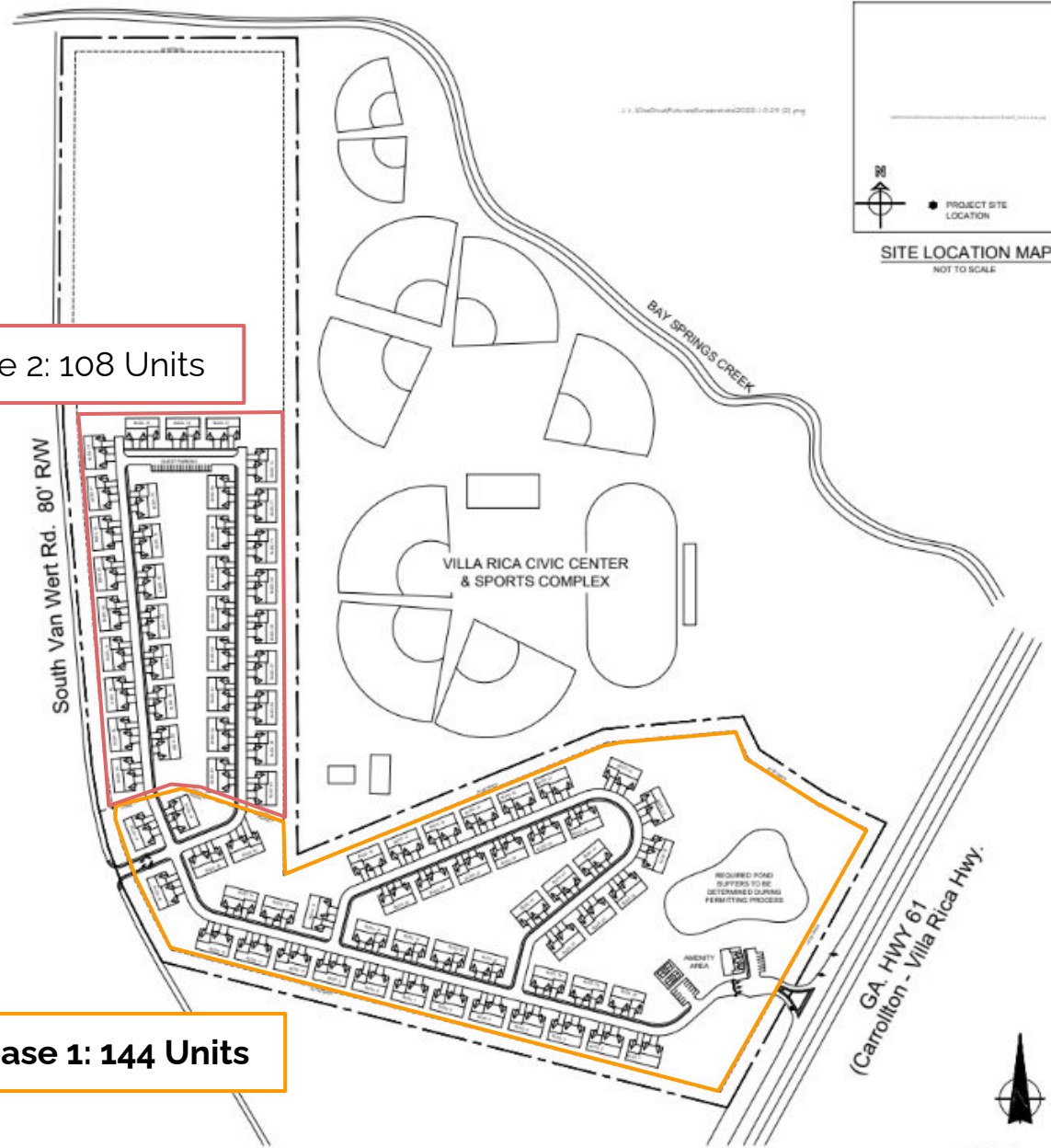


Conceptual Site Plan

SITE DATA	
SITE AREA	67.14 ACRES
ZONING	
EXISTING ZONING	AG-SINGLE FAMILY AGRICULTURAL
PROPOSED ZONING	PUD- PLANNED UNIT DEVELOPMENT
ZONING JURISDICTION	CITY OF VILLA RICA, GEORGIA
USE CALCULATIONS	
PROPOSED SENIOR LIVING UNITS	PHASE 1= 144; PHASE 2= 108 TOTAL=252
PROPOSED BUILDINGS	PHASE 1= 48; PHASE 2= 36 TOTAL=84
VILLA RICA CODE ORDINANCES	
MINIMUM LOT SIZE	1 ACRE
MINIMUM LOT WIDTH	100 FEET
MINIMUM LOT FRONTAGE	90 FEET
MAXIMUM BUILDING HEIGHT	PRINCIPAL - 40 FEET; ACCESSORY - 24 FEET
BUILDING SETBACKS	
FRONT SETBACK	
URBAN ROADS	PA:50 FT. MA:45 FT. MC:45 FT. RC: 40FT. LR:35 FT.
RURAL ROADS	PA:60FT. MA:50FT. LC:45FT. LR:35FT.
SIDE SETBACK	
PRINCIPAL	40 FEET
ACCESSORY	10 FEET
REAR SETBACK	
PRINCIPAL	40 FEET
ACCESSORY	10 FEET
MINIMUM DISTANCE FROM STRUCTURES ON SAME LOT	20 FEET
MINIMUM GROUND FLOOR AREA (PER UNIT)	1 STORY - 1040 SF; 2 STORY - 650 SF
TOTAL MINIMUM LIVING AREA (PER UNIT)	1040 SF / 950 SF
MINIMUM LIVING AREA FAÇADE WIDTH	24 FEET
MAXIMUM LOT COVERAGE (STRUCTURES AND BUILDINGS)	40%
MAXIMUM LOT COVERAGE (ALL IMPERVIOUS SURFACES)	50%

Phase 2: 108 Units

Phase 1: 144 Units



Site Plan for
Highlands Residential
located in:
land lots 68 & 93, District 6
Carroll County, Georgia



Conceptual Site Plan



Conceptual Elevations



Conceptual Elevations



Conceptual Elevations



Product Samples



Product Samples



Product Samples



Product Samples

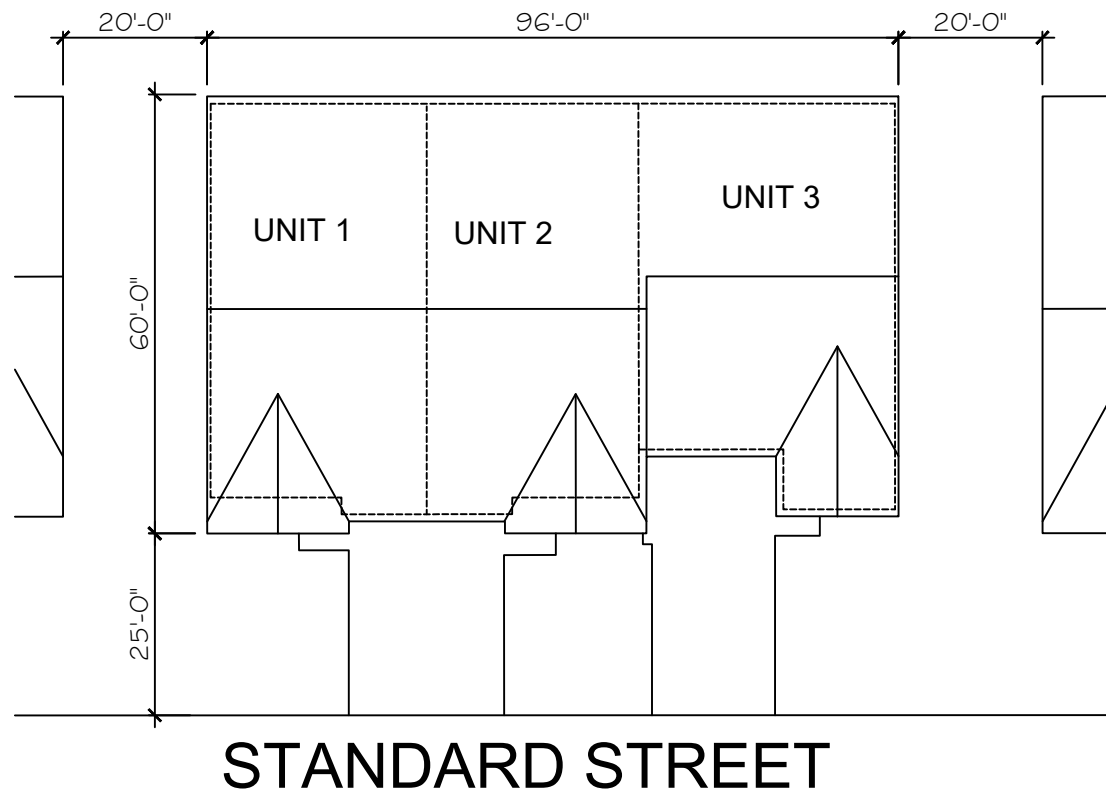


Product Samples



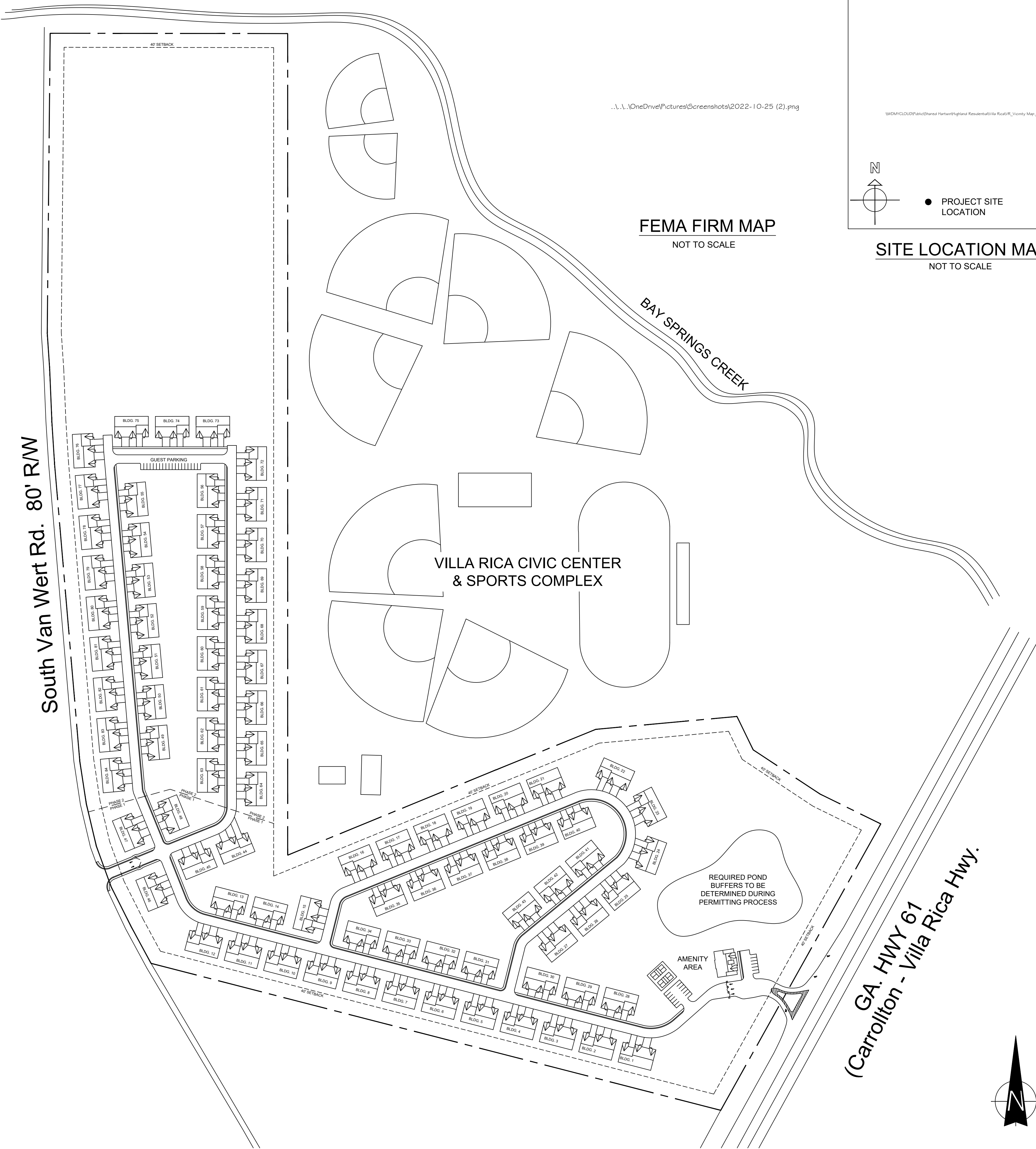
TYPICAL BUILDING LAYOUT

NOT TO SCALE



SITE DATA		
SITE AREA	67.14 ACRES	
ZONING		
EXISTING ZONING	AG-SINGLE FAMILY AGRICULTURAL	
PROPOSED ZONING	PUD- PLANNED UNIT DEVELOPMENT	
ZONING JURISDICTION	CITY OF VILLA RICA, GEORGIA	
USE CALCULATIONS		
PROPOSED SENIOR LIVING		
UNITS	PHASE 1= 144; PHASE 2= 108	TOTAL=252
PROPOSED BUILDINGS	PHASE 1= 48; PHASE 2= 36	TOTAL=84
VILLA RICA CODE ORDINANCES		
MINIMUM LOT SIZE	1 ACRE	
MINIMUM LOT WIDTH	100 FEET	
MINIMUM LOT FRONTAGE	50 FEET	
MAXIMUM BUILDING HEIGHT	PRINCIPAL - 40 FEET; ACCESSORY - 24 FEET	
BUILDING SETBACKS		
FRONT SETBACK		
URBAN ROADS	PA:50 FT. MA:45 FT. MC:45 FT. RC: 40FT. LR:35 FT.	
RURAL ROADS	PA:80FT. MA:50FT. UC:45FT. LR:35FT.	
SIDE SETBACK		
PRINCIPAL	40 FEET	
ACCESSORY	10 FEET	
REAR SETBACK		
PRINCIPAL	40 FEET	
ACCESSORY	10 FEET	
MINIMUM DISTANCE FROM STRUCTURES ON SAME LOT	20 FEET	
MINIMUM GROUND FLOOR AREA (PER UNIT)	1 STORY - 1040 SF; 2 STORY - 650 SF	
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MAXIMUM LOT COVERAGE (ALL IMPERVIOUS SURFACES)	50%	

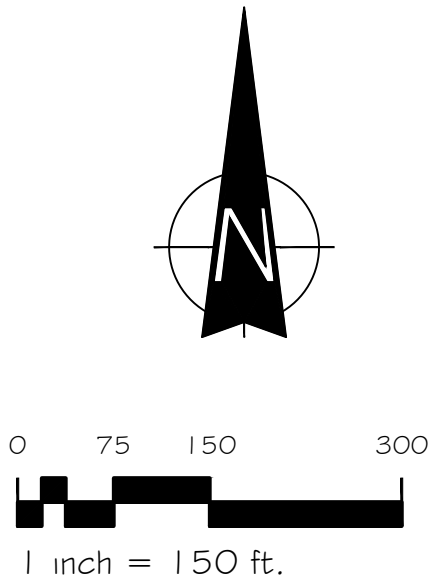
South Van Wert Rd. 80' RW



FEMA FIRM MAP
NOT TO SCALE

SITE LOCATION MAP
NOT TO SCALE

Site Plan for
Highlands Residential
located in:
land lots 68 & 93, District 6
Carroll County, Georgia



MHART

1"= 150'

SP.1

Highlands Project Description

Highlands plans are being prepared for the proposed new facility consisting of 252 units. A new onsite wastewater treatment, collection and disposal system is proposed for sewage treatment with onsite land disposal of the wastewater effluent for this project.

A soils investigation will be performed by an acceptable company specializing in soil classification in accordance with the Environmental Protection Division (EPD) guidelines for permitting with the general Land Application System Permit No. GAG278000.

The design wastewater flow for the site is based on the number of units proposed. The per capita flow/unit is 100 gallons per day (GPD) based on the wastewater flows in the Sewage Flow Table in Appendix A of the Large Community Design Guidance.

The pretreatment process will consist of one septic tank located at a building or cluster of buildings. Each septic tank will be sized for a minimum of 48-hours of retention time plus additional gallons of emergency storage capacity (maintained above the pump float elevations). The wastewater will flow from each building's sanitary plumbing system into the cluster septic tank by gravity. There will be a screened pump vault with an effluent pump mounted in the settled effluent area within the septic tank that will pump filtered effluent into the effluent collection piping for transfer to the common underground effluent storage/pump tank. The tanks will be equipped with a high-water alarm that will activate if a high-water conditional is reached and this level will be set to allow for a minimum of 24-hours of emergency storage above the high-water alarm level.

The high-water alarm will activate a visible alarm light on the effluent control panel that will be located in a conspicuous location at each septic tank. The tanks will be equipped with risers and lids as required to provide access for maintenance. The equipment provided at each tank will be standardized to facilitate ease of maintenance and availability of common replacement parts.

The septic/pump tank units provide the primary settling, anaerobic biological treatment, stratification, and output of settled effluent, and serve as a sludge storage facility. The sludge will be removed from the tanks when the average level of the sludge reaches a point of 18-inches to 24-inches and shall be disposed of by a licensed septic tank pumping contractor in a manner approved by the Georgia Environmental Protection Division and in accordance with 40 CFR Part 503.

The effluent from the low-pressure collection system piping will be discharged into an underground concrete storage tank providing 1.0 days (25,000 gallons) of storage. This tank will provide surge flow capacity as well as emergency storage capacity for the effluent allowing the effluent to be time-dosed to a subsurface drip dispersal field. The storage/pump tank will be equipped with manhole risers and covers providing easy access for monitoring and maintenance.

The Drip Management System manufactured by Waste Water Systems, Inc. in Ellijay, Georgia is a skid mounted pumping, disc filtration, flow control, metering, and PC automation-controlled system. The skid and associated structural components are aluminum and are corrosion resistant with no particular treatment or maintenance requirements to prevent degradation.

The system is designed to disperse the total required daily flow of 25,000 GPD uniformly into zones equally distributed over a full twenty-four-hour day. The system will comprise drip

emitter tubing with emitters every 24-inches along the tube length and tubing lines spaced on 30-inch centers in the grassed area of the drip fields. The system will be designed to dose into two zones during each cycle. Each zone is connected to the return flush main and routine zone flushing cycles are activated and recorded by the management system. The design incorporates a minimum flow rate requirement of 1.7 gpm at the distal end of each emitter line during a flushing event to achieve a minimum flushing velocity of 2.0 feet per second.

The automation controls are housed within a NEMA 4X enclosure with a PC user interface providing full graphic interaction with the WWSI control system.



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-06-22 – 1739 Carrollton-Villa Rica Highway– Rezoning from AG to SFA

CITY COUNCIL AGENDA DATE: July 11th, 2023

DATE: June 30th, 2023

PREPARED BY: Ronald Johnson, Planning and Zoning Administration

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Highlands Residential, LLC seeks a rezoning from Single-Family Agricultural (AG) to Single-Family Attached (SFA) in order to advance the construction of a 55+ senior development with 252 units within 84 three-unit buildings on 67.14 acres.

BACKGROUND: The applicant is proposing to construct 252 units on the 67.14-acre site for an “age exclusive lifestyle community”. The developer is proposing two gated entrances/exits (on HWY 61 and S. Van Wert Road) and at least two amenities are provided on the site plan. The development is located at a Community Crossroads as referenced in the Comprehensive Plan and therefore recommends higher density within the Suburban Village character area. The site was previously zoned as Rural Development (RD) under the UDC until 2020 when the citywide rezoning changed the property’s designation to AG. The units will range in size from 1,000 SF to 1,400 SF and the project is proposing a density of 5.9 du/acre.

The applicant has revised their application and reduced the number of units from the original 342 units. A new drip field sewage system is proposed for the site, and the site is not proposed to connect to the city’s sewer system.

STAFF RECOMMENDATION: Staff recommends APPROVAL w/ Conditions

Reasons: The rezoning is supported, and the density is encouraged by the Comprehensive Plan.

Conditions:

1. The community shall be an age-restricted community in compliance with the Housing for Older Persons Act of 1995 (“HOPA”). The deed restriction must be filed within 30 days of the final plat approval.
2. The application package shall be entered into the legal record in addition to any and all proposed elevations, site plans, concept plans and other representations made before the City Council.
3. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner’s successors and assigns.

PLANNING COMMISSION RECOMMENDATION: APPROVAL w/ Conditions (5-0)

MOTION:

I move to approve the rezoning request from Highlands Residential, LLC for a rezoning from AG to SFA with conditions as presented by staff.

Project Description:

The applicant is requesting a Special Exception for the purpose of operating a truck parking lot.

Surrounding Properties:

Current Zoning		Land Use
North	Industrial Medium-Density (I2)	Industrial
East	Industrial Medium-Density (I2)	Vacant
South	Industrial Medium-Density (I2)	Industrial/Vacant
West	Industrial Medium-Density (I2)	Industrial

Special Exception Review Standards:

The Code of the City of Villa Rica Zoning Ordinance Section 11.09(4)a, the following criteria shall be used when determining approval of a Special Exception:

- i) **Is in fact a permitted Special Exception use as listed in each zoning district and appears on Table 4.3: Permitted and Special Exception Land Uses of Chapter IV: Zoning Districts for the zoning district involved;**

Public and private parking lots are Special Exception category under the land uses table.

- ii) **Will be harmonious and consistent with the character of the zoning district and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance;**

The proposed truck parking lot is consistent with the character of the I2 Industrial Medium-Density Zone. The surrounding properties are all zoned industrial and are used for industrial purposes. The truck parking lot is proposed to services the trucks entering and leaving the industrial park, as hundreds of trucks travel the Highway 101 corridor daily. This use will meet the needs of the truck drivers before they travel to I-20. No residential uses are located near the proposed truck stop. No convenience stores are located near the truck stop, or within this northwestern section of the city.

- iii) **Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;**

Because the property is in the Industrial Character Area, which promotes industrial activity and healthy industrial parks, the use is most appropriate for this Industrial Character Area compared to other Industrial Character Areas. The main users of the facility are truck drivers. The appearance and character of the area are not proposed to change based on the submitted concept plan, and existing construction in the area.

- iv) **Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;**

The property has access to water and sewage services and is located within 2 miles of the Carroll County Fire Department. All other public facilities are supplied by the City of Villa

Rica. Although from a road capacity standpoint Highway 101 will not need improvements, the W Industrial Ct intersection may require upgrading, including acceleration lanes, deceleration lanes, turning lanes and/or a traffic light, subject to review by the City Engineer and the Georgia Department of Transportation (GDOT). Highway 101 belongs to the largest street classification category (Arterial) and is intended for heavy traffic, including trucks. The additional truck traffic concerns staff, as well as the handling of the drainage for the lot.

v) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

The use as proposed is not detrimental to the community's economic welfare or proposed to increase the need for additional community facilities or services. There is a general health and safety concern related to security.

vi) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;

The use will generate increased traffic at the intersection of W Industrial Ct and Highway 101 because of the increase in truckers using that facility for refilling and parking/sleeping. As with all trucking facilities, the presence of fumes and odors are inherent. The isolation of this property from residential properties removes some potential nuisance to the general welfare concerns.

vii) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares; and

Vehicular approaches have not been indicated on the submitted Concept Plan. All traffic related improvements along Georgia Highway 101 are required to be reviewed by GDOT, to which they will determine if traffic improvements are warranted. The W Industrial Ct aprons and any acceleration/deceleration lanes are subject to the requirements of the Villa Rica City Engineer and the Development Code.

viii) Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

The property will not create any such damage or destruction. No historic resources have been documented on this property. There are two streams/tributaries that cross the property, that would be subject to the state and local stream buffer requirements (including the 75', 50' and 25'). The far eastern section of the property, near GA Highway 101 is located in FEMA Flood Zone X, which represents an area of moderate flood hazard that is determined to be outside the Special Flood Hazard Area between the limits of the base flood and the 0.2-percent-annual-chance (or 500-yr) flood.

Nearby Streams and Rivers



Staff Comments:

The applicant is requesting a Special Exception for the purpose of a truck parking facility. The applicant has stated that the facility will have 24/7 security cameras and an on-site manager during the day. The facility will be gated with controlled access. The applicant has not indicated the total number of spaces proposed.

The purpose of Special Exception Use review is to allow the City to exercise some discretion over the extent and design of certain activities that could have a detrimental effect on the community if permitted to exist in large numbers, in certain locations or without special conditions. Therefore, these regulations enable the City to authorize a Special Use subject to conditions that mitigate the potential problems associated with the use or its location in relation to the neighboring properties. A Special Use is not a use by right.

Although there may be traffic and environmental conditions that may arise from the corresponding construction associated with the approval of this use, this application is only for the allowance of the use itself. The City Engineer and GDOT have standards for site improvements on and off of the parcel that must be met prior to construction. The stream buffer, lot coverage requirements, setbacks and all other requirements of the zoning ordinance and the development code are expected to be followed and meet the proper standards, otherwise further variances will be required.

Recommendation:

Special Exception Use: DENIAL

Reasons: Staff has concern with the general traffic conditions of entering and exiting onto Highway 101. Excessive traffic is expected to use the facility and traffic improvements to the intersection of Highway 101 at West Industrial Court should be considered as a part of the request.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on **April 20th, 2023**; a sign has been posted on the subject property; and all abutting property owners have received notification via certified mail.

Public Response:

In response to the public notifications, one member of the public called on 8/3/20 to find out more information on the proposed use and to voice concern with increased traffic.

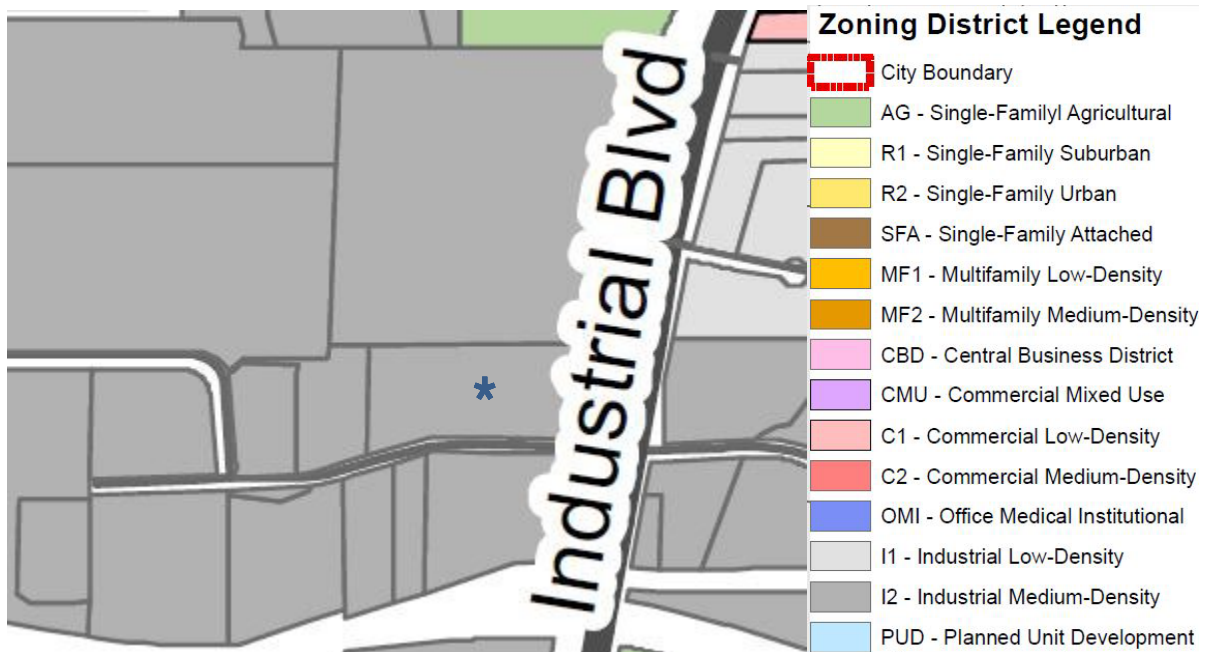


Ronald Johnson, Planning & Zoning Administrator
Department of Community Development

Attachments:

1. Application
2. Proposed Site Plan prepared by Georgia & West, Inc.
3. Letter of Intent

Zoning Map:





APPLICATION FOR
SPECIAL EXCEPTION

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 3/20/2023

APPLICANT

Applicant Name: Riliwanu Alui
Address: 3589 Bartow's Bridge City: P. Springs State: Ga Zip: 30127
Phone: (770) 865-9610 Fax: () Email: Raliu315@gmail.com
Agent Name: Andrew March
Address: 1459 Field Park Circ. City: Marrietta State: Ga Zip: 30066
Phone: (912) 278-6161 Fax: () Email: Andrew@vonderreality.com
Owner Name (If different from applicant): R/S Venture LLC
Address: 125 Windsong CT City: Carrollton State: Ga Zip: 30117
Phone: (404) 583-1183 Fax: () Email: Drs1850@aol.com
(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): ☒ Conditional Use Permit ☐ Development Standards Variance

Name: Special Exception
Special Exception Location (attach location map): W. Industrial CT
Proposed Use: Truck Parking/Storage
Square Footage of Site: 10.11 acres / 440391.6 sqft
Assessor's Parcel Number: V030100037
Describe Proposed Special Exception: _____

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____
Application checked by: _____ Date: _____ Map Number(s): _____
Planning Commission: Approved Denied Date: _____ Conditions: No Yes How many: _____
City Council Decision: Approved Denied Date: _____ Conditions: No Yes How many: _____
Manager's Signature: _____ Date: _____



**APPLICATION FOR
SPECIAL EXCEPTION**

The procedure for approval of a Special Exception is set forth in Section 11.09 of the Villa Rica Zoning Ordinance. Generally, the process involves review by the Community Development Director and final review and decision by the City Council.

I, Riliwanu Aliu, MD, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.


Signature of Applicant


Date

Required Materials to Accompany the Application:

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with Zoning Ordinance requirements.

- 1) Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- 2) A site development plan prepared in conformance with all application requirements;
- 3) *A written statement describing the following:*
 - a) The proposed use;
 - b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - d) The areas that are most likely to be directly affected by such change and the likely effects;
 - e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
- 4) Any other exhibits as may be required by the Community Development Manager.



**APPLICATION FOR
SPECIAL EXCEPTION**

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council who will consider the application?

Yes _____ No X

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member
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We certify that the foregoing information is true and correct, this 20th day of March, 2023.

Riliwanu Aliu, MD

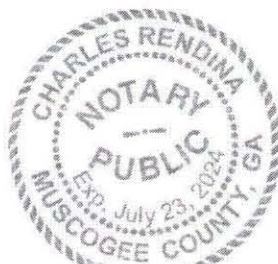
Applicant's Name – Printed

[Signature]
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20th day of March, 2023.



[Signature]

Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

Special Exception Proposal

The proposed use of the site will be trucks/trailers parking lots. The site is zoned industrial and it is within the industrial park, which is in conformity with the proposed use. The stream buffer variances we have requested pertain to the northern, man made, drainage canal that was developed by the city and the landowner in the early 1990s and we feel that should be taken into consideration as it is not a natural stream.

However, this project after its completion will create jobs within the community. The business is being created for trucking companies to take over the leasing of the parking lot. The development will also provide safe alternatives to the Commercial traffic in the area vs parking on the on/off ramps in the area or “idling” on the side of the road, making the area roadways safer for truck drivers as well as passenger vehicles.

The lot will be developed with the consideration of the surrounding properties and no it will have no detrimental effect whatsoever on the surrounding properties and general interest of the community.

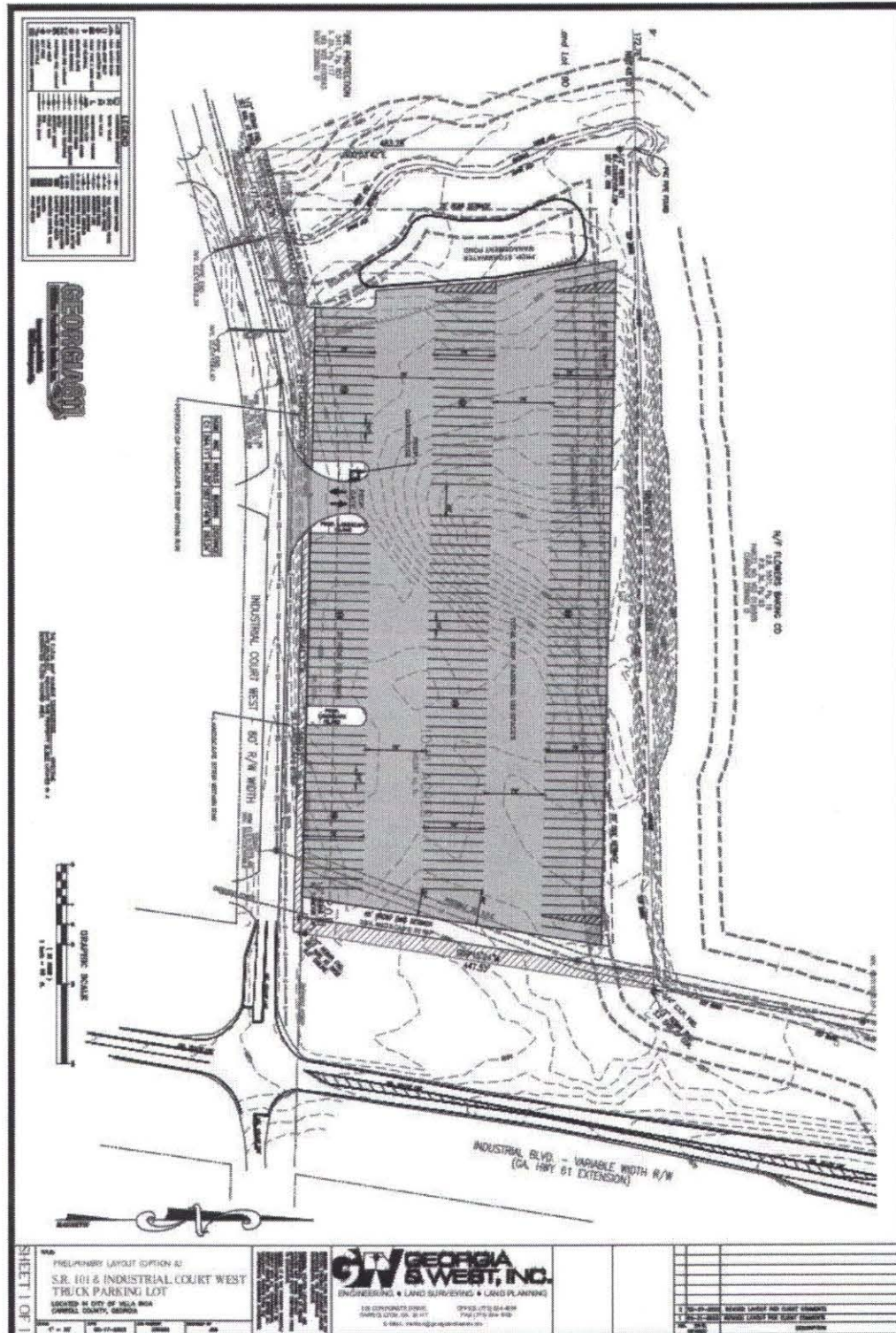
We assured the city officials and the members of the community that the lot will be developed neatly, paved, fenced, flood light and security cameras will be in place 24/7. It will be gated with controlled access. No loitering around the lot will be allowed.

The lot will be manned during working hours of the week, The security of the lot, members of the community and the community will be uppermost in the mind of the owner.

- Riliwanu Aliu, MD

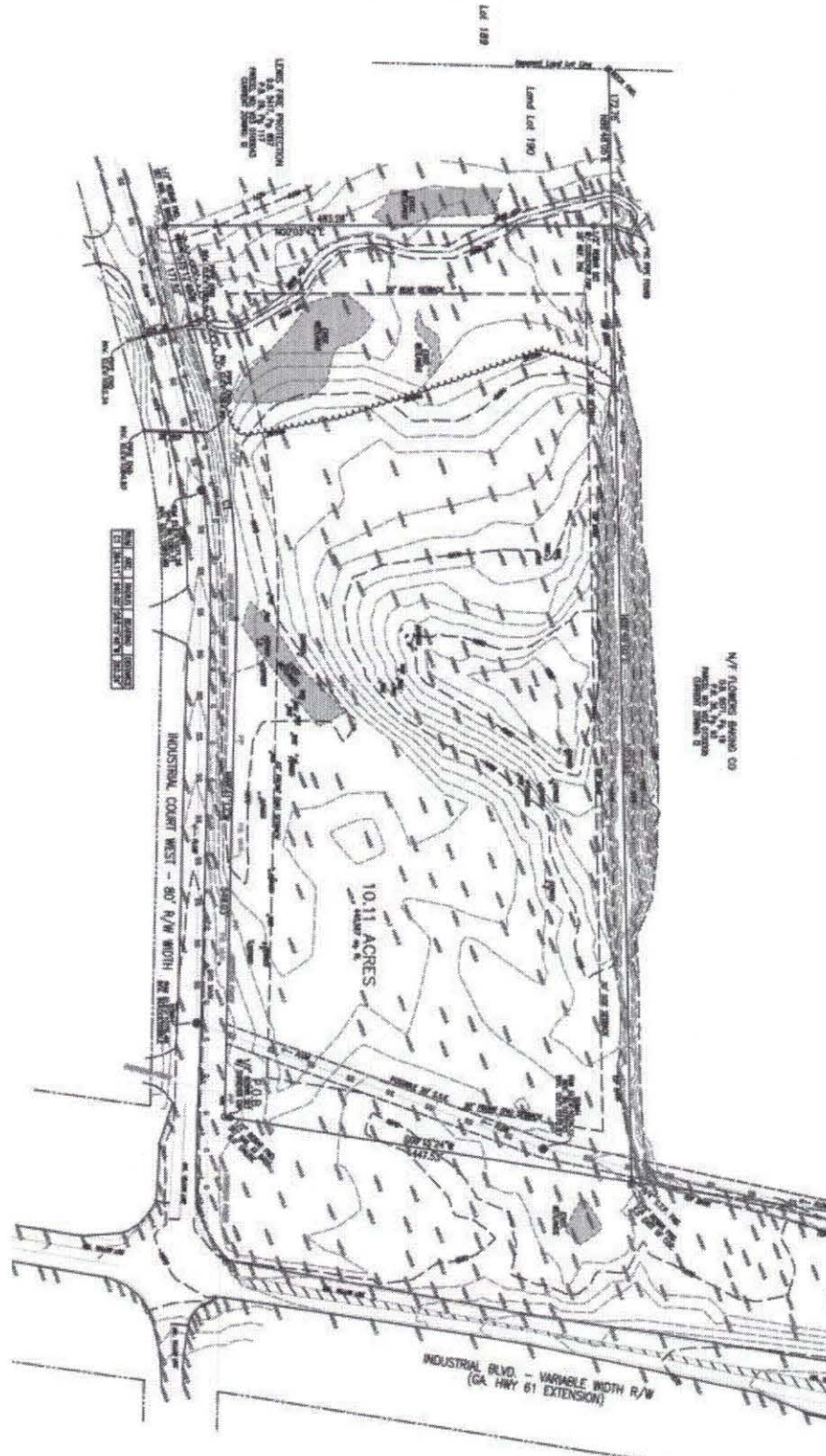
Special Exception Proposal

Proposed Site Plan

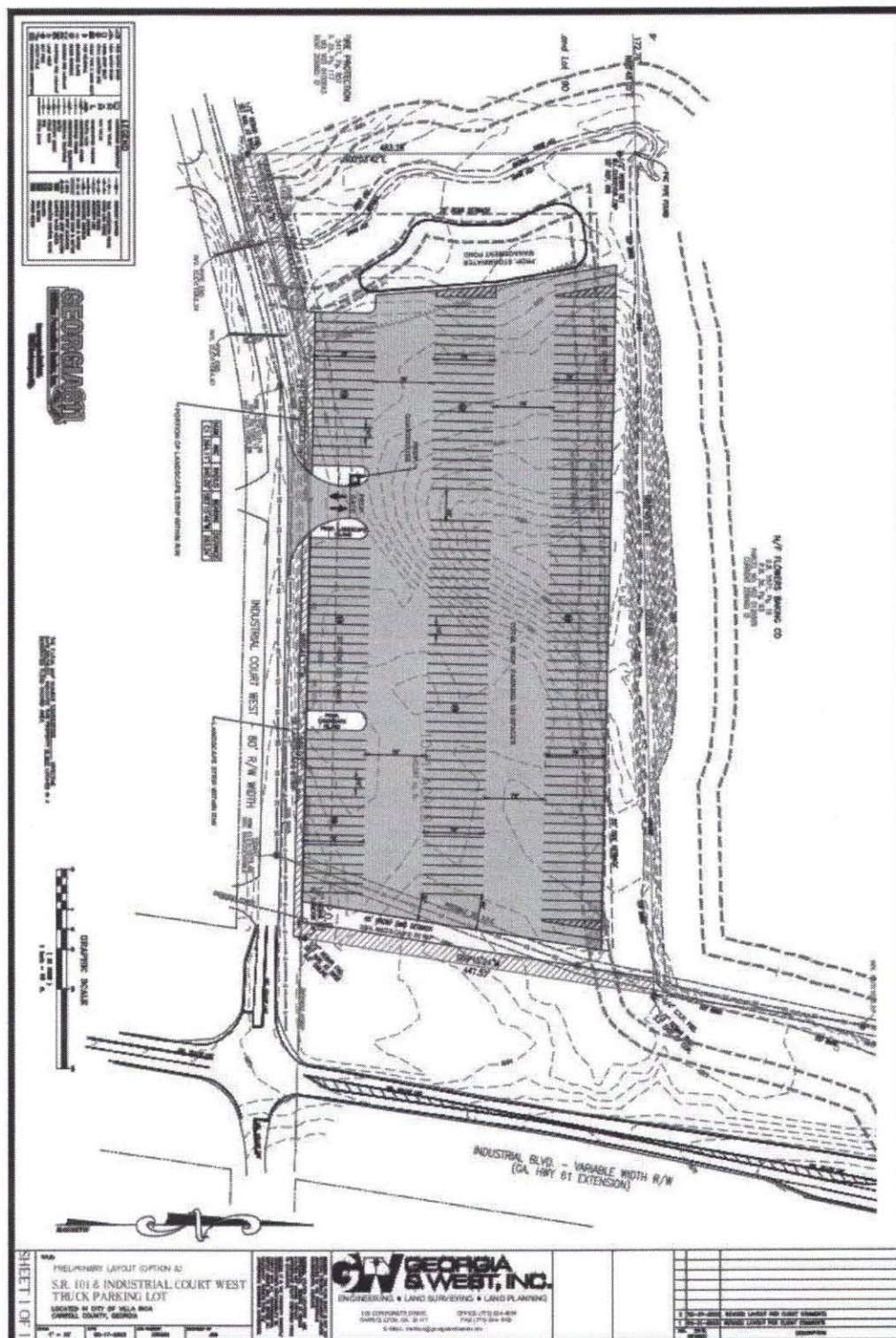


Special Exception Proposal

Recent Survey Of Site

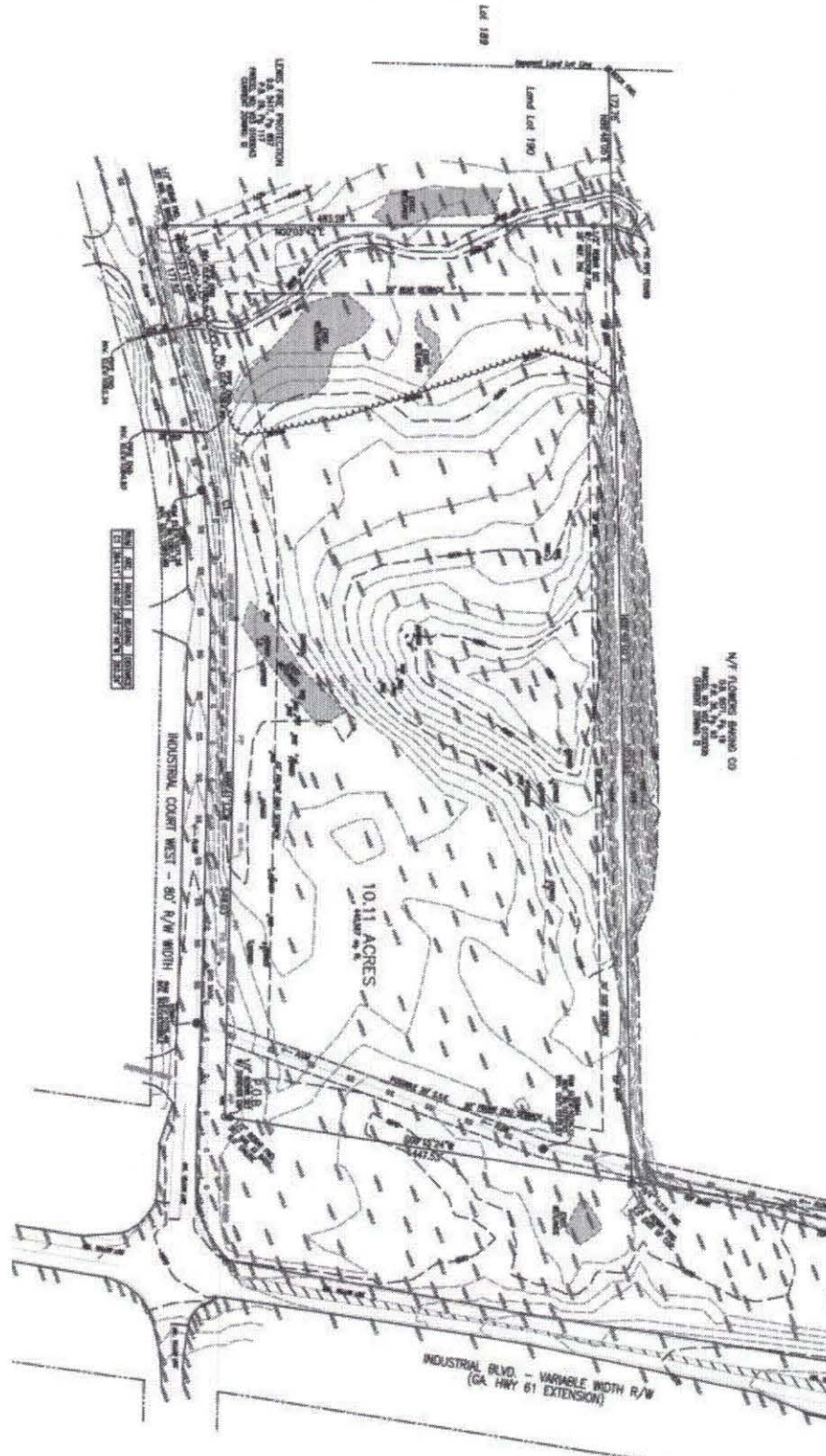


Proposed Site Plan



Special Exception Proposal

Recent Survey Of Site





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: CU-01-23 – Special Exception Use Permit to operate a Truck Parking facility

AGENDA DATE: July 11, 2023

DATE PREPARED: June 30, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Riliwanu Aliu, MD seeks a Special Exception Use Permit in order to operate a truck and trailer parking facility at the NW corner of Industrial Boulevard (Highway 101) and West Industrial Court (Parcel number: V03 0100037).

BACKGROUND: Staff has identified this use as a “public or private parking lot (as a primary use” as listed in the zoning ordinance. The applicant has proposed that the use will be paved, fenced, appropriately lit, gated with controlled entry, and will feature security cameras on-site at all hours. The applicant has indicated in their letter of intent that the “business is being created for trucking companies to take over the leasing of the parking lot”. The applicant states that the development will provide an alternative safer location for monthly truckers to park in lieu of parking on the on/off ramps to I-20 or idling on local and state routes. Staff has identified several variances required, including from trailer parking regulations. The city does not permit trailers to be left on lots unattended and therefore the applicant will need to come back before the council for trailer parking as a variance application in addition to other variances needed.

STAFF RECOMMENDATION:

Special Exception Use: DENIAL

Reasons: Staff has concern with the general traffic conditions of entering and exiting onto Highway 101. Excessive traffic is expected to use the facility and traffic improvements to the intersection of Highway 101 at West Industrial Court should be considered as a part of the request.

IMPACT: N/A

MOTION:

I move to deny the requested Special Exception Use Permit for a public or private parking lot (as a primary use) at the above-cited location.



May 1st, 2023

Renee Kilgore, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Marlon & Tasha Wells
RA-03-23
East Wilson Street and Thomas Dorsey Drive
Land Lot 160, District 6
Parcel #: V06 0010012, V06 0010013
Acreage: 0.36 & 0.44 (respectively)
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Doug Lang
City of Villa Rica, Carroll County, Georgia

Dear Ms. Kilgore:

Marlon and Tasha Wells (the Applicant) seeks a rezoning from Commercial Mixed Use (CMU) to Single-Family Urban (R2) in order to re-parcel construct two single-family homes on the above lots. The Applicant has not requested any variances.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Property Survey, prepared by Stanley R. Nalls, PLS, dated November 4th, 2022;
2. Zoning Map Amendment (Rezoning) Application, dated February 20, 2023;
3. Applicant Statement of Intent, dated February 20th, 2023;
4. Carroll County qPublic.net Assessor's Report Summary, undated (4 pages);
5. Photos of trash and debris, undated.



A. Existing Conditions

The subject properties are located east of East Wilson Street and north of Thomas Dorsey Drive. Parcel 0012 has frontage along East Wilson Street of ~72'. Parcel 0013 has approximately 95' of frontage along East Wilson Street and 200' of frontage along Thomas Dorsey Drive. The tracts are currently zoned Commercial Mixed-Use (CMU) and Parcel 0012 features undeveloped land. Parcel 0013 features a 16' x 16' utility building/shed that was constructed in 1950. The property does not border any city incorporation boundaries.

The subject property is adjacent to existing residential neighborhoods along Thomas Dorsey Drive and East Wilson Street. A wrecker and towing operation is located north of the lots and a townhome development west of the lots. Both streets have a mixture of uses, primarily residential and commercial in the direct vicinity of the properties.

The surrounding zoning consists of CMU zoned property to the north, east and south of the site, and R2 zoning to the west of the site. Land to the west consists of townhomes, land to the east and south consists of single-family residences, and land to the north consists of a legal, pre-existing nonconforming industrial/commercial wrecker operation.

No streams or state waters have been identified on the site. No easements have been identified on the property survey. The surveyor noted an apparent overlap in the northern property line of Parcel 0012.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Commercial Mixed-Use (CMU)	Traditional Neighborhood
East	Commercial Mixed-Use (CMU)	Traditional Neighborhood
South	Commercial Mixed-Use (CMU)	Traditional Neighborhood
West	Single-Family Urban (R-2)	Traditional Neighborhood



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

Parcel 0012 is currently an undeveloped parcel and Parcel 0013 features a 16' x 16' utility building/shed that was constructed in 1950. The Unified Development Code (UDC) zoned the properties as Downtown Overlay Commercial Mixed Use (DO-CMU). The parcel was rezoned in 2020 during the citywide rezoning from DO-CMU to CMU, which was considered a lateral rezoning.

C. Proposed Development

The applicant is the owner of an adjacent parcel, 217 Thomas Dorsey Drive, and is interested in constructing two homes for family members on reconfigured parcels. The applicant explains in their Letter of Intent that they wish to construct the homes for their children so they will all live side-by-side. The homes are proposed to meet the R2 regulations and no variances have been requested. The applicant has proposed to re-configure the lots so that the primary frontage for both



lots are centered on Thomas Dorsey Drive and not East Wilson Street. The applicants have also enclosed photos of trash, debris and other litter that is removed from the site weekly. The applicant believes occupied structures would deter such activity.

See Table 2 below for yard and bulk requirements in the R2 Zone:

TABLE 2 - BULK REQUIREMENTS – R2 SINGLE-FAMILY URBAN ZONE DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (sf)	8,500	15,681 (Parcel 0012) 19,166 (Parcel 0013)	C
Minimum Lot Width (ft)	50	72' (Parcel 0012) 95' (Parcel 0013)	C
Minimum Front Yard Setback (ft)	25	TBD	Unknown
Minimum Rear Yard Setback (ft)	15	TBD	Unknown
Minimum Side Yard Setback (ft)	6	TBD	Unknown
Maximum Building Coverage (%)	40	TBD	Unknown
Maximum Building Height (ft)	35	TBD	Unknown
Maximum Impervious Coverage (%)	50	TBD	Unknown
Minimum Heated Square Feet (sf)	1,500	TBD	Unknown

The applicant is expected to utilize city water and sewer.

Design Standards

The city has design standards for all single-family developments in Section 9.02 of the Zoning Ordinance to which the applicant must comply at the time of architectural review.

Amenities/Open Space

The applicant has not indicated open space amounts proposed. The ordinance requires a total of 8% of the lot to be reserved for open space. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:

TABLE 8 – QUALIFYING AND NON-QUALIFYING OPEN SPACE	
<u>Non-Qualifying Open Space</u>	<u>Qualifying Open Space</u>
Required Private Yards	Conservation areas and wetlands preserved as conservation areas.
Street rights-of-way, open parking area and driveways for dwellings	Floodplains
Land covered by buildings	Woodlands



Required detention and retention ponds that are not visually or physically accessible.	Riparian Corridors
The floodway of any stream, regulated drain, river or other water body accessible.	Retention and detention facilities with the following characteristics: 1. Perimeter access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA. 2. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area. 3. Planting. Native plant material is encouraged around the perimeter of retention ponds.
Any area with slopes exceeding a twenty-five percent (25%) grade.	Development amenity areas containing semi-public areas such as: 1. Plazas with seating and special features such as public art or fountains. 2. Pocket parks with seating and landscaping. 3. Decorative water features; and lakes.
Any wetlands on the development site, unless preserved as a conservation area.	

The ordinance does not require amenities for individual single-family builds on existing lots.

Offsite Improvements

The applicant has not proposed any offsite improvements at this time.

Density

The applicant has proposed a gross density of 2.5 dwelling units per acre (du/acre) for the entire



property, based on the rezoning application submitted. As this proposal is within the R2 Zone, the maximum density permitted is 5.12 du/acre. The development meets the required density in the zone.

Flood Plain

The property is not located within a flood zone and no state waters traverse or is located on the property.

National Flood Hazard Layer FIRMette

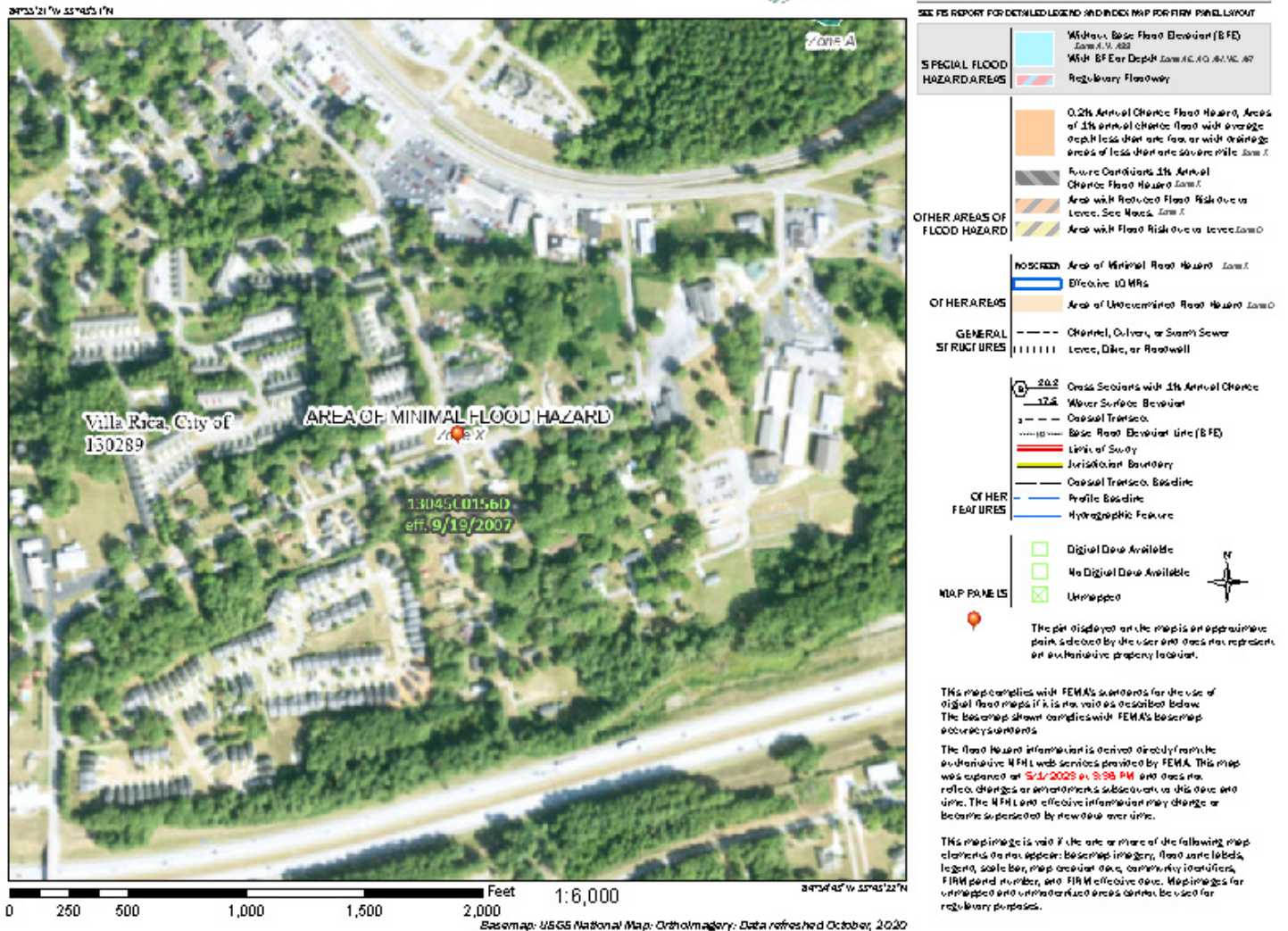


Figure 2: National Flood Hazard Layer FIRM Map

Buffering/Screening/Tree Conservation:

A landscaping plan will be required to be submitted by the applicant at the time of development plan submittal. Based on *Table 7.7: Individual Residential Lot Landscape*, Individual lots are also



required to have two trees each, and ten (10) shrubs. All front yards must be sodded.

Table 7.7: Individual Residential Lot Landscape			
Zoning District	Number of Trees	Minimum Number of Shrubs	Front Yard Sod
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

Additional landscape areas, such as surrounding retention ponds, street trees and other planting requirements will be enforced by the department as required, including the planting and buffering specified above.

D. Rezoning Review Criteria

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan;

Villa Rica Future Land Use Map

The Future Land Use Plan prescribes “Downtown Activity Center” as the future land use character area for the parcels. The intent of the Downtown Activity Area is as follows:

“Preserve traditional development patterns and architectural styles and create and maintain a vibrant, mixed use community focal point.

The Downtown District is and will continue to be the urban core of Villa Rica. Redevelopment and infill development should respect historic architecture and existing development patterns (including building placement, lighting, site features, streetscape, etc.), with emphasis on high quality construction and design. Maintaining a compact, pedestrian-oriented environment, with “human-scale” buildings will accommodate a more walkable community. In addition, a dispersed street grid network promotes enhanced traffic mobility. Moreover, supporting residential uses downtown, in the form of “above ground” residential developments (retail/commercial on ground floor) will provide the pedestrian traffic needed to



sustain a downtown area.

The Downtown “activity center” extends out from Villa Rica’s existing Downtown District and associated overlay districts. The recommended expansion maintains the existing development pattern and character of the existing Downtown District. High vehicular connectivity can be achieved through necessary road realignments and improvements, especially around the interface of the railroad and downtown streets.”

The activity center has design principles that recommend “moderate to high density/intensity in terms of all development” and “multi-story developments encouraged (must be compatible with surrounding aesthetic; consider height limitations to maintain human-scale”.

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Downtown Activity Center. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

TABLE 3 - APPROPRIATE ZONING CATEGORIES – DOWNTOWN ACTIVITY CENTER	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Central Business District (CBD)	Central Business District (CBD)
Commercial Mixed Use (CMU)	Commercial Mixed-Use
Downtown Commercial (COM)	Removed
Multifamily Residential (MFR)	Removed
Single-family Residential (SFR)	Removed

The proposed development appears to meet the intents of the character area when written in 2018. Since the 2020 rezoning, the single-family residential zoning category has been removed without a direct replacement, as the overly zones were abolished.

- ii. **Current conditions and the character of current structures and uses in each district;**
The lots are mostly vacant, with a remnant structure one Parcel 0013 in poor condition. There are two homes currently occupied and in good condition.
- iii. **The most desirable use for which the land in each district is adapted;**
The proposed development is a desirable use based on the Comprehensive Plan and overall character of the area. The current use of the properties as mostly vacant land is not the highest and best use for the properties given the acreage and the density/intensity recommendations stated in the Comprehensive Plan.
- iv. **The conservation of property values throughout the jurisdiction; and**



Property values are expected to be increased by the new housing stock and further reduction of vacant and abandoned parcels in the city should the rezoning and development of the lot materialize.

v. Responsible development and growth

While Thomas Dorsey Drive is a mixture of uses, the direct vicinity of the area is single-family detached, with a single-family detached structure across E. Wilson Street. There is an industrial use north of the parcels. The property as zoned can potentially be commercial or mixed use; however, staff questions the viability of an isolated commercial use when our main road, Bankhead Highway, is one block north. The use as single-family detached would continue the residential growth seen in the area over the time of its development.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

- i. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**
Nearby parcels are mostly residential in nature and single-family detached structures. A townhome development is located across East Wilson Street and an industrial use is north of the parcels. The proposal is suitable based on the existing land use pattern.
- ii. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**
The use is not expected to affect the existing uses nearby or usability of any adjacent structures or lots. All buffers within the ordinance must be adhered to.
- iii. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;**
The property does have a reasonable economic use as currently zoned. However, the size and isolated location of the parcels make development as a commercial use difficult without a residential component as a mixed-use development. The proposed use is not the highest and best use of land given Comprehensive Plan designations for appropriate zoning, which would allow for higher density and/or intensity.
- iv. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**
No excessive usage of city infrastructure has been identified as expected from the rezoning.
- v. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and**
The rezoning is partially supported by the Comprehensive Plan. The Comprehensive plan prescribes Downtown Activity Center as the land use character area, which recommends residential districts. This is consistent with the requested zone change from CMU to R2.



- vi. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**

No negative changing conditions are present or anticipated.

E. Comments

No Staff Comments

Recommendation:

Staff recommendation: **APPROVAL**

Reasons: The surrounding uses are mostly residential single-family in nature and the proposal would be a continuation of that build pattern, which would be an improvement from two vacant lots.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in the *Douglas Sentinel* and *Times-Georgian* on April 11th, 2023; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city to voice concern or support for the proposed actions.

Should you have any questions concerning the above comments please do not hesitate to contact me. I reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

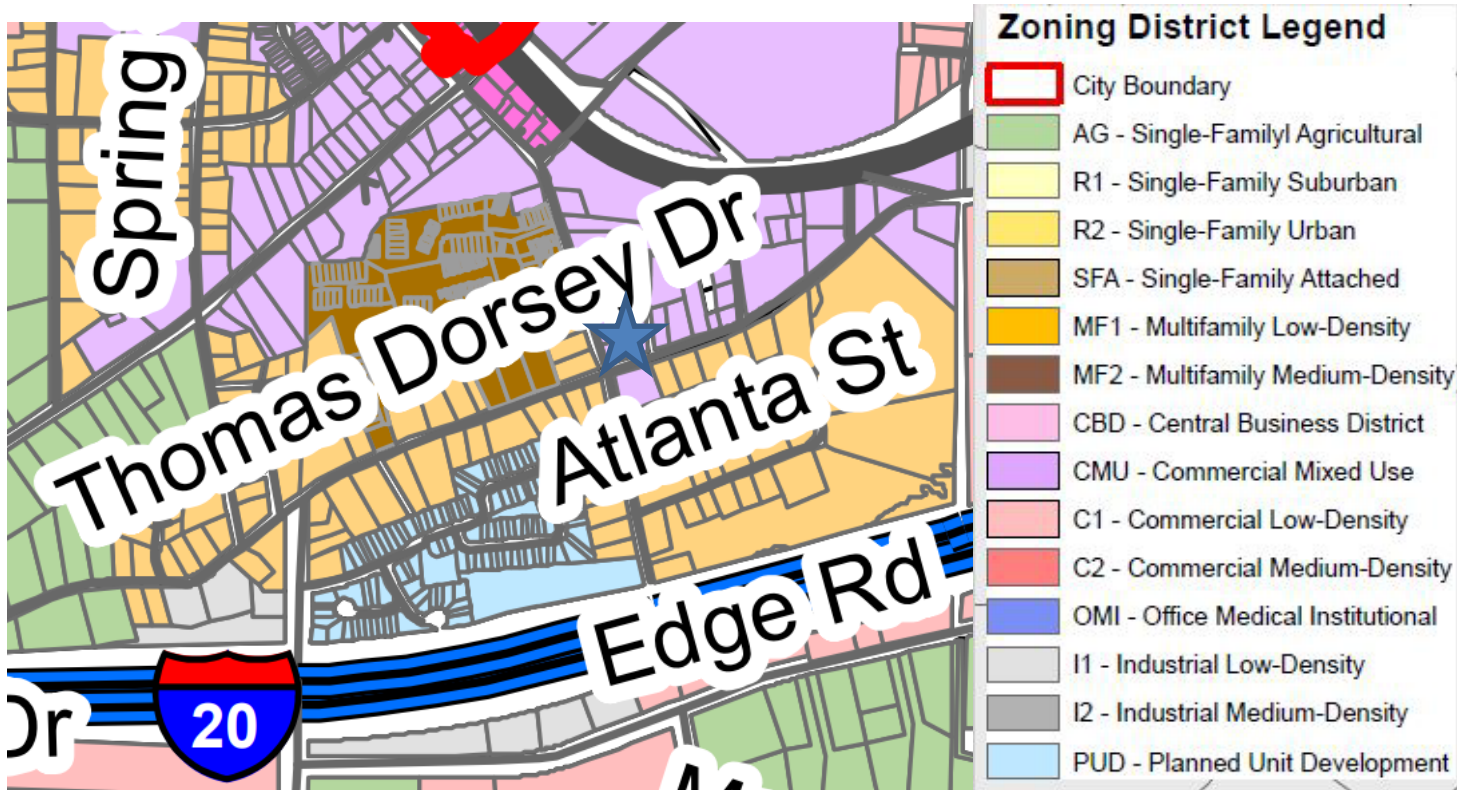
Planning & Zoning Administrator

cc: Tom Barber, City Manager (via email)
Tracy Jarvis, Community Development Director (via email)



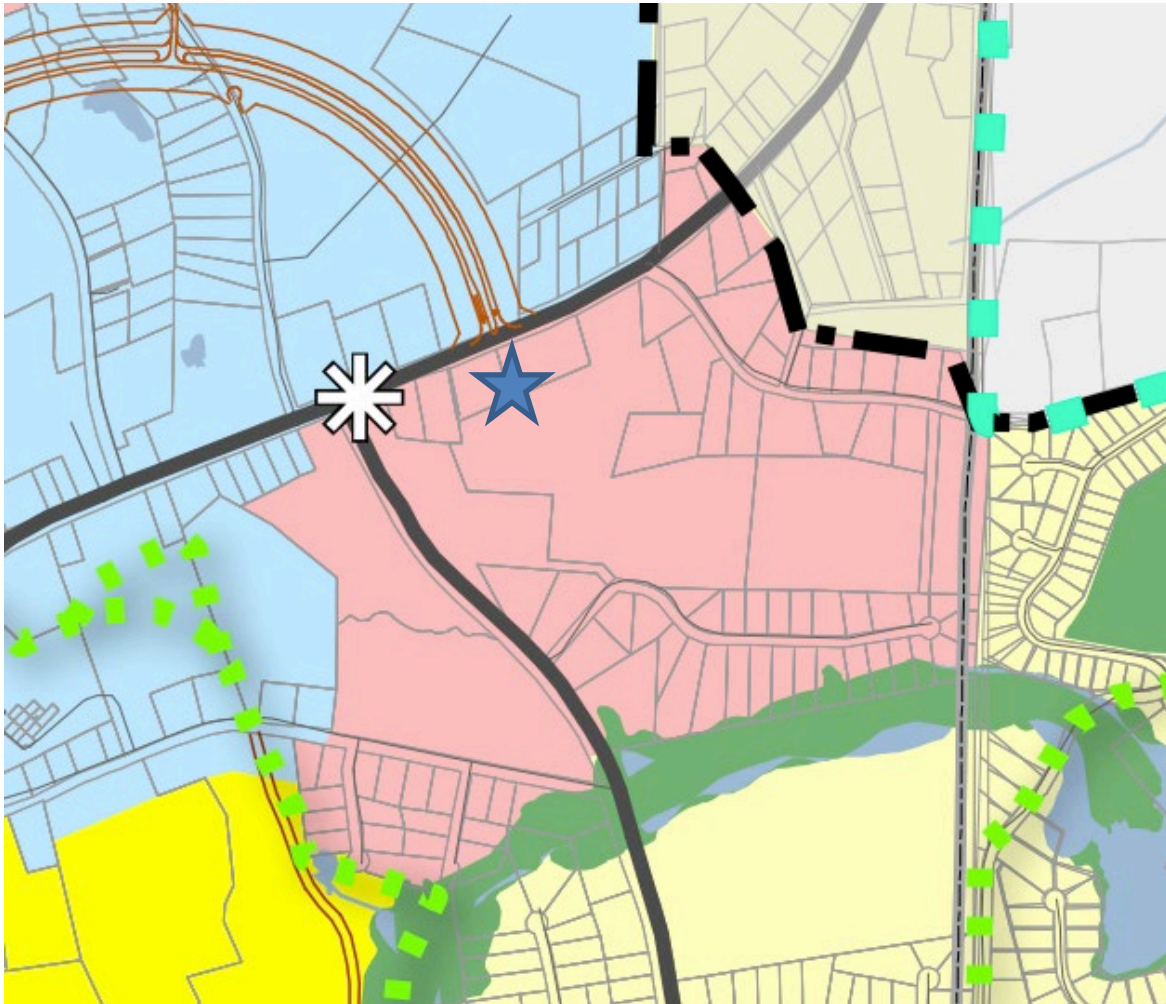
Corresponding Maps:

Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY





APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☒ ZONING MAP AMENDMENT

Please complete the blanks with the information requested. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 2-20-23

APPLICANT

Applicant Name: Marlon & Tasha Wells

Address: 217 Thomas Dorsey Dr City: Villa Rica State: GA Zip: 30180

Phone: () 404-394-6613 Fax: () - Email: MWells20@yahoo.com

Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

REZONING REQUEST

Existing Zoning: CMU Requested Zoning: R2

Property Address: E. Wilson St Nearest Intersection: E. Wilson St / Thomas Dorsey

Present Use of Property: Lots

Proposed Use: Single Family Urban

Size of Tract: 17,600 sq ft Land Lot Numbers: V060010012 Districts: 160/06

Gross Density: _____ units per acre Net Density: _____ units per acre

Property Tax Parcel Number: V060010012 / V060010013

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

Manager's Signature: _____ Date: _____



CASE # _____
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B, of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, Marlon & Tasha Wells, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Marlon Wells
Signature of Applicant

2-20-23
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

- ☒ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).
- ☒ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
 - h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Proposed text amendment;

Written statement describing reasons for the proposed text amendment; and any other exhibits as may be required by the Community Development Director.



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 20th day of Feb, 2023.

Marlon + Terko Weller
Applicant's Name – Printed

M. Weller
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

2-20,23

TO WHOM IT MAY CONCERN :

My current address is 217 Thomas Dorsey Drive. I am also the owner of lots: V060010012/V060010013. After serving in the United States Army, my son Marlon Wells Jr is currently renting in Cobb County with his wife and two children. My son is ready to purchase and/or build his first home with the help of Veteran Affairs and other additional veteran benefits. My son wants to build on one of our lots to be closer to grandparents and cousins.

My daughter currently lives in Stone Mountain with her daughter. She is a RN working at Tanner Willowbrook and the commute is becoming a task. She too wants to live closer to family in Villa Rica. We as a family want to build a single family home on the lot next to my son. In summary, we would all live next to each other as one big family once again.

To date, the lots are zoned commercial mixed use. We would like it changed to Single Family Urban. In addition, we don't think a commercial property would be successful in a primarily residential neighborhood. During drop off and pick-up times to Glanton- Hindsman Elementary School commercial traffic would be a safety concern. Attached please find photos of trash thrown from moving vehicles onto the vacant lots and this is weekly. We believe occupied homes would be a deterrent to these violations. Please take our request into consideration.

Thank you,

A handwritten signature in black ink, appearing to read 'Marlon & Tasha Wells', is written over the printed name.

Marlon & Tasha Wells



Summary

Parcel Number	V06 0010013
Location Address	E WILSON ST
Legal Description	ACC/LOT/ WILSON ST VR31 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	31.33
Acres	0.44
Homestead Exemption	No (\$0)
Landlot/District	160 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved



[View Map](#)

Owner

[WELLS MARLON & TASHA](#)
217 THOMAS DORSEY DR
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description
Residential	Res-V R - City Lot 2
Calculation Method:	Lot
Square Footage:	16,800
Frontage:	80
Depth:	210
Acres:	0.44
Lots:	1

Accessory Information

Description	Value
Utility Bldg/Shed	\$691

Sales

Sale Date	Sale Price
5/7/2020	\$0
1/18/2013	\$0
9/4/2012	\$0
8/30/2000	\$9,200
10/16/1998	\$0
12/12/1978	\$0

Valuation

	2022	2021	2017
Previous Value	\$12,691	\$12,512	\$12,512
Land Value	\$16,200	\$12,000	\$12,000
+ Improvement Value	\$0	\$0	\$0
+ Accessory Value	\$691	\$691	\$512
= Current Value	\$16,891	\$12,691	\$12,512

Photos



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Sketches.



[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 2/17/2023, 6:20:48 PM](#)

Summary

Parcel Number	V06 0010012
Location Address	E WILSON ST
Legal Description	V/LOT E WILSON ST VR31
Class	(Note: Not to be used on legal documents) R3-Residential
	(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	31.33
Acres	0.36
Homestead Exemption	No (S0)
Landlot/District	160 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved



[View Map](#)

Owner

[WELLS MARLON & TASHA](#)
217 THOMAS DORSEY DR
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description
Residential	Res-V R - City Lot 2

Sales

Sale Date	Sale Price
5/7/2020	\$0
1/18/2013	\$0
9/4/2012	\$0
8/30/2000	\$9,200
10/16/1998	\$0
12/12/1978	\$0

Valuation

	2022	2021	2017
Previous Value	\$12,000	\$12,000	\$12,000
Land Value	\$16,200	\$12,000	\$12,000
+ Improvement Value	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0
= Current Value	\$16,200	\$12,000	\$12,000

Photos



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Sketches.



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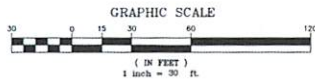
[Last Data Upload: 2/17/2023 6:20:48 PM](#)

eFiled and eRecorded
DATE: 11/09/2022
TIME: 7:33 AM
PLAT BOOK: 108
PAGE: 476 - 476
FILING FEES: \$10.00
PART ID: 8232071308
RECORDED BY: WT
Alan J. Lee
Carroll County, GA

GENERAL NOTES:

- 1.) SURVEY DONE WITHOUT BENEFIT OF A CURRENT TITLE SEARCH OR COMMITMENT. AS SUCH, LAND USE RESTRICTIONS, EASEMENTS, RIGHTS OF WAY OR OTHER TITLE FACTS MAY EXIST THAT ARE NOT SHOWN.
- 2.) SPECIAL FLOOD HAZARDS DO NOT EXIST FOR SUBJECT PROPERTY PER FIRM MAP 13045C01560, EFFECTIVE DATE SEPTEMBER 19, 2007.
- 3.) UTILITIES SUCH AS ELECTRIC LINES, WATER LINES, GAS LINES, SANITARY SEWER LINES OR WELLS MAY OR MAY NOT EXIST ON SITE AND MAY OR MAY NOT BE SHOWN HEREON.
- 4.) THE ACCEPTANCE OF THE PLAT HEREON AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE TORT OR CONTRACT HERETO TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED.
- 5.) DATE OF FIELD WORK: NOVEMBER 2 AND 3, 2022
- 6.) CURRENT OWNER & VESTING DEED: STANLEY R. NALLS - DEED BOOK 1149 PAGE 258 AND DEED BOOK 2890 PAGE 212

LINE TABLE		
LINE	BEARING	LENGTH
L1	N. 06°22'56" E.	59.88'
L2	N. 06°22'56" E.	26.05'
L4	S. 09°26'54" E.	35.44'
L5	S. 71°35'44" W.	21.80'
L6	N. 85°42'16" E.	18.97'
L7	S. 04°16'11" E.	24.03'
L8	N. 85°11'18" W.	79.49'
L9	S. 00°29'33" W.	33.60'
L10	S. 00°29'33" W.	15.10'
L11	N. 87°16'48" W.	15.34'



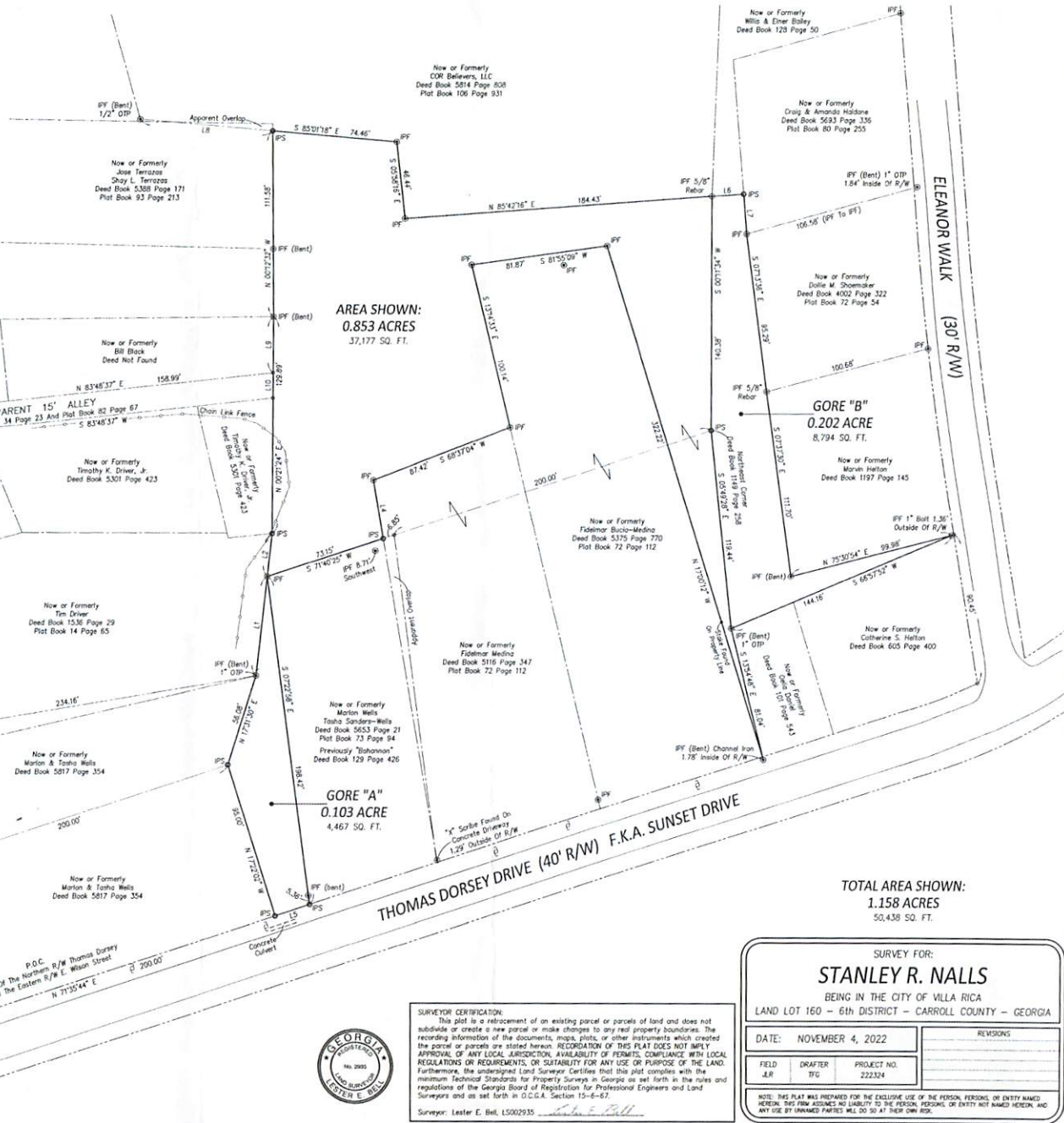
LEGEND	
● PF	Iron Pin Found
○ 1/2"	Rebar Unless Shown Otherwise
○ 1/2"	Rebar w/ Cap #2935
○ PS	Iron Pin Set
○ 1/2"	Rebar w/ Cap #2935
○ C.M.F.	Concrete Monument Found
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
LLC	Land Lot Corner
LL	Land Lot Line
R/W	Right of Way
C/L	Centerline
○ S.W.P.	Overhead Power Line
○ S.W.P.	Sanitary Sewer Mainline
○ U.S.P.	Utility Pole
○ W.F.	Wire Fence
○ C.L.F.	Chain Link Fence
○ W.F.	Wood Fence



CLOSURE STATEMENT
The field data upon which this plat is based has a closure precision of one foot in 15,000+ feet, and an angular error of 5 sec. per angle point, and was adjusted using the Least Square Method.

This plat has been calculated for closure, and is found to be accurate within one foot in 100,000 feet.

This survey was made using a GEOMAX ZOOM30 Total Station, which reads distances to the nearest 0.007' foot and with direct reading to 5 seconds for angular measurement.



TOTAL AREA SHOWN:
1.158 ACRES
50,438 SQ. FT.

SURVEY FOR: STANLEY R. NALLS BEING IN THE CITY OF VILLA RICA LAND LOT 160 - 6TH DISTRICT - CARROLL COUNTY - GEORGIA			
DATE: NOVEMBER 4, 2022		REVISIONS	
FIELD JLR	DRAFTER TYG	PROJECT NO. 222324	
NOTE: THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THE FIRM ASSUMES NO LIABILITY TO THE PERSON, PERSONS, OR ENTITY NOT NAMED HEREON, AND ANY USE BY UNNAMED PARTIES WILL BE AT THEIR OWN RISK.			

SURVEYOR CERTIFICATION:
This plat is a retrenchment of an existing parcel or parcels of land and does not subdivide or create a new parcel or make changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUSTAINABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned Land Surveyor Certifies that this plat complies with the minimum Technical Standards for Property Surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Surveyor: Lester E. Bell, LS002935



GEORGIA QUIT CLAIM DEED

This Deed is made and entered into this the 7th day of May, 2020, by Mortgage Guaranteed Investments, LLC (hereinafter referred to as "Grantor") in favor of Marlon and Tasha Wells (hereinafter referred to as "Grantee").

WITNESSETH:

THAT, Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged by Grantor, Grantor has bargained, sold and by these presents does hereby bargain, sell, remise, release and forever quitclaim unto and in favor of Grantee, Grantee's heirs, successors and assigns, all of Grantor's right, title, interest, claim or demand which Grantor has or may have in and to that certain tract or parcel of land, together with any improvements located in the county of Paulding, State of Georgia, to wit:

Tract One:

ALL OF THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN THE COUNTY OF CARROLL, STATE OF GEORGIA, AND IN THE CITY OF VILLA RICA, IN THE ORIGINAL LAND LOT NO. 160 OF THE SIXTH DISTRICT AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTH LINE OF ATLANTA STREET INTERSECTS THE EAST LINE OF MARKET STREET, THENCE RUNNING NORTHERLY ALONG THE EAST SIDE OF MARKET STREET, 95 FEET TO A CORNER AT THE PROPERTY OF R.O. TAYLOR, THENCE BACK FROM MARKET STREET EAST AND PARALLEL TO THE NORTHSIDE OF ATLANTA STREET 200 FEET TO AN ALLEY; THENCE SOUTH PARALLEL TO MARKET STREET 95 FEET TO ATLANTA STREET; THENCE WEST ALONG THE NORTH SIDE OF ATLANTA STREET 200 FEET TO THE POINT OF BEGINNING; SAID PROPERTY HAVING SITUATED THEREON IS ONE SMALL BRICK-GARAGE AND NO DWELLING; BEING THE SAME PROPERTY DESCRIBED IN DEED FROM H.L. WILLIAMS TO WILLIAM C. LEATHERS, RECORDED IN BOOK 83, PAGE 138, CARROLL COUNTY RECORDS.

INCLUDING THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF CARROLL, STATE OF GEORGIA, IN LAND LOT 160 OF THE SIXTH DISTRICT;

BEGINNING AT YATES LINE, EAST 200 FEET EAST, NORTHEASTERLY 56.2 FEET, THENCE WESTERLY DIRECTION 235.5 FEET TO WILSON STREET, THENCE SOUTHERLY ALONG WILSON STREET 81 FEET TO THE STARTING POINT; BEING IMPROVED PROPERTY HAVING A FRAME HOUSEDWELLING HOUSE THEREON AND BEING THE SAME PROPERTY CONVEYED TO O.T. DYER BY E.P. TAYLOR AS ADMINISTRATOR OF ESTATE OF R.O. TAYLOR, DATED JULY 5, 1957 AND RECORDED IN DEED BOOK 116, PAGE 478, IN THE OFFICE OF CARROLL COUNTY SUPERIOR COURT

To have and to hold the Property unto Grantee, Grantee's heirs, successors and assigns, so that neither Grantor, Grantor's heirs, successors and assigns, nor any other person or persons claiming by through or under Grantor shall have any right, title or interest in or to the Property.

IN WITNESS WHEREOF, Grantor has hereunto affixed its hand and seal as of the day and year first above written.

Mortgage Guaranteed Investments, LLC, a Georgia limited liability company

(SEAL)

By: Jeffrey Landers, Member

RECORDED

JUN 19 2020

Alan J. Lee, Clerk



Unofficial Witness

Notary Public

Jacquelin Curtis



Applicant Campaign Disclosure Form

Disclosure of Campaign Contributions
In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?
☒ Yes ☐ No

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this

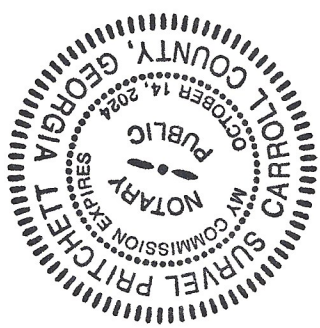
day of March, 2023
Mark Wells
Signature of Applicant

Mark Wells
Mark Wells
Applicant's Name - Printed

Signature of Applicant's Attorney, if applicable

Applicant's Attorney, if applicable - Printed

Sworn to and subscribed before me this 1st day of May, 2023



Survel Pritchett
Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

458691

V06-001-0013
V06-001-0013

5817 354

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT

2020 JUN 18 AM 8:44

PT-61-022-20-20-002518
CARROLL COUNTY, GA - REAL ESTATE
TRANSFER TAX PD \$ None Due
INTANGIBLE TAX PD \$ 6-18-2020
DATE 6-18-2020
CLERK OF SUPERIOR COURT

Return To: Malon Wells
217 Thomas Dorsey Dr.
Villa Rica, GA 30180
404-394-6613

STATE OF GEORGIA
COUNTY CARROLL

GEORGIA OUIT CLAIM DEED

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WITNESSETH:

THAT, Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged by Grantor, Grantor has bargained, sold and by these presents does hereby bargain, sell, remise, release and forever quitclaim unto and in favor of Grantee, Grantee's heirs, successors and assigns, all of Grantor's right, title, interest, claim or demand which Grantor has or may have in and to that certain tract or parcel of land, together with any improvements located in the county of Paulding, State of Georgia, to wit:

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To have and to hold the Property unto Grantee, Grantee's heirs, successors and assigns, so that neither Grantor, Grantor's heirs, successors and assigns, nor any other person or persons claiming by through or under Grantor shall have any right, title or interest in or to the Property.

IN WITNESS WHEREOF, Grantor has hereunto affixed its hand and seal as of the day and year first above written.

Mortgage Guaranteed Investments, LLC, a Georgia limited liability company

Unofficial Witness
Notary Public
JACQUELIN CURTIS
NOTARY PUBLIC
COMMISSION EXPIRES
MARCH 01, 2024
BARTOW COUNTY, GEORGIA

RECORDED
JUN 19 2020
Alan J. Lee, Clerk

To be filed in CARROLL COUNTY

PT-61 022-2020-002519

SECTION A - SELLER'S INFORMATION (Do not use agent's information)		SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME		Exempt Code If no exempt code enter NONE	
Mortgage Guaranteed Investments		NONE	
MAILING ADDRESS (STREET & NUMBER)		1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	
2900 Dalk Rd Ste 700 #312		\$1.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY		1A. Estimated fair market value of Real and Personal property	
Marietta, GA 30067 USA		\$0.00	
SECTION B - BUYER'S INFORMATION (Do not use agent's information)		2. Fair market value of Personal Property only	
BUYER'S LAST NAME		\$1.00	
FIRST NAME	MIDDLE	3. Amount of liens and encumbrances not removed by transfer	
Marlon		\$0.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes)		4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	
217 Thomas Dorsey Drive		\$0.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	
Villa Rica, GA 30180 USA		\$0.00	
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))			
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION	
Wilson Street		SUITE NUMBER	
COUNTY	CITY (IF APPLICABLE)	MAP & PARCEL NUMBER	ACCOUNT NUMBER
CARROLL	Villa Rica	V060010013	
TAX DISTRICT	GMD	LAND DISTRICT	ACRES
03		06	0.44
		LAND LOT	SUB LOT & BLOCK
		160	
SECTION E - RECORDING INFORMATION (Official Use Only)			
DATE	DEED BOOK	DEED PAGE	PLAT BOOK
			PLAT PAGE

ADDITIONAL BUYERS
Sanders-Wells, Tasha

To be filled in CARROLL COUNTY

PT-61 022-2020-002518

SECTION A - SELLER'S INFORMATION (Do not use agent's information)		SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Mortgage Guaranteed Investments		Exempt Code If no exempt code enter NONE	
MAILING ADDRESS (STREET & NUMBER) 2900 Delk Rd Ste 700 #312		1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Marietta, GA 30067 USA		DATE OF SALE 5/7/2020	
BUYER'S LAST NAME Wells		2. Fair market value of Personal Property only	
FIRST NAME Marlon		3. Amount of liens and encumbrances not removed by transfer	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 217 Thomas Dorsey Drive		4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Villa Rica, GA 30180 USA		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))			
HOUSE NUMBER & EXTENSION (ex 265A) E Wilson Street E		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION	
COUNTY CARROLL		MAP & PARCEL NUMBER V06 0010012	
TAX DISTRICT GMD		LAND DISTRICT 06	
LAND DISTRICT 06		ACRES 0.36	
TAX DISTRICT 03		LAND LOT 160	
SUB LOT & BLOCK		ACCOUNT NUMBER	
DATE		DEED BOOK	
DEED PAGE		PLAT BOOK	
PLAT PAGE		PLAT PAGE	

ADDITIONAL BUYERS
 Sanders-Wells, Tasha



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RA-03-23 – East Wilson Street and Thomas Dorsey Drive Rezoning from Single-Family Agricultural (AG) to Commercial Low-Density (C1)

AGENDA DATE: July 11th, 2023

DATE PREPARED: June 30, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Marlon and Tasha Wells (the Applicant) seeks a rezoning from Commercial Mixed Use (CMU) to Single-Family Urban (R2) for two lots near the corner of East Wilson Street and Thomas Dorsey Drive in order to re-parcel the lots and construct two single-family homes on the above lots.

BACKGROUND: The parcels meet the minimum lot size requirement and minimum frontage requirements for the R2 Zone. The parcel is partially vacant with a 16' x 16' utility building and shed that was constructed in 1950. The parcels measure 0.36 acres and 0.44 acres. Access to the reconfigured lots will be from Thomas Dorsey Street.

The Planning & Zoning Commission voted 5-0 to approve the application with no conditions.

STAFF RECOMMENDATION: APPROVAL

Reasons: The surrounding uses are mostly residential single-family in nature and the proposal would be a continuation of that build pattern, which would be an improvement from two vacant lots.

IMPACT: N/A

MOTION: I move to approve the rezoning request from Marlon and Tasha Wells for a rezoning from CMU to R2, as presented.



June 16th, 2023 – Updated June 26th, 2023

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Fuqua BCDC Villa Rica Project Owner, LLC
VA-05-23
Mirror Lake Boulevard at Shoreline Parkway
and 384 Mirror Lake Blvd (Outparcel #3)
Land Lot 176, District 2
Parcel #: V05 0180085, V05 0180062, V05 0180075
Acreage: 61.1
Ward: 1
City Council Member: Leslie McPherson
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

Fuqua BCDC Villa Rica Project Owner, LLC (the Applicant) seeks a variance from zoning regulations in order to construct a Mavis Tires & Brakes auto repair business. Specifically, the applicant requests a variance from Table 4.5 – *Nonresidential Lot Standards*, which requires a 30' side yard setback, whereas the applicant is proposing a 10' side yard setback. *The* variances are detailed in Section D of this report.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Site Plan, prepared by Bohler Engineering, unsigned and unstamped, dated June 8th, 2023 (1 page);
2. Variance Application, dated May 19, 2023, signed by Jeff Fuqua (2 pages);
3. Applicant Written Statement, prepared by Nate Fuss, PE, dated June 8th, 2023 (1 Pages);
4. Lease Agreement, signed by David J. Sorbaro of Mavis Southeast, LLC and dated December 5th, 2022 (several pages);



A. Existing Conditions

The subject properties are located west of Mirror Lake Boulevard. **For the purposes of this review, 384 Mirror Lake Boulevard will be referred to as “Parcel A”, V05 0180062 will be referred to as “Parcel B” and V05 0180085 will be referred to as “Parcel C”.**

All three parcels have direct access and frontage along Mirror Lake Boulevard. Parcel A has approximately 342.83’ of frontage, Parcel B has approximately 325.48’ of frontage and Parcel C has approximately 1,120.77’ of frontage along Mirror Lake Boulevard. The parcels are split zoned as Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density. Parcel A currently features a single-family home, whereas. Parcels B and C are undeveloped.

The subject properties are adjacent to residential uses in the existing Stonehenge subdivision to the north, and the Spyglass Hill section of Mirror Lake subdivision to the east across Mirror Lake Boulevard, both of which are in the city limits. Parcel C also borders an industrial area to the south along Conners Road and Grady Knight Industrial Court as well as the Mirror Lake Shopping Center across Mirror Lake Boulevard to the east. Directly west of Parcel A is a single-residential house, and west of Parcel B is the city’s lift station along Anderson Road, along with a parcel approved in 2020 for 192 residential apartment units by Arbour Communities (Arbour Valley). Parcel C borders Cleghorn Street Park and to the west.

The Town Branch stream borders the rear (western) boundaries of Parcels B and C. No streams are present on Parcel A. No easements have been identified on the site plan.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Single-Family Suburban (R1)	Parcel A: Suburban Neighborhood Parcel B & C: Urban Village
East	Planned Unit Development Commercial Medium-Density (C2)	Suburban Neighborhood Commercial Activity Area
South	Industrial Medium Density (I2)	Urban Village
West	Single-Family Agricultural (AG) Multifamily Medium-Density (MF2)	Urban Village Conservation / Open Space



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

Parcel A was developed with a single-family home in 1993 and is a part of Stonehenge subdivision. The entirety of Parcels B and C are vacant and have been vacant throughout their existence. The Unified Development Code (UDC) zoned Parcel A as Multi-Family (R14) and Parcels B and C as General Industrial (GI). Parcel A was rezoned in 2020 during the citywide rezoning from R14 to Single-Family Agricultural (AG), whereas Parcels B and C were rezoned from GI to Industrial Medium-Density (I2). In October 2021, the property was rezoned by request from Fuqua Acquisitions II, LLC to a split zoning consisting of Multifamily Medium-Density (MF2), Single-Family Attached (SFA) and Commercial Medium-Density (C2) in preparation for a new mixed-use development.

The parcels have been subject to three variance application requests that were granted. Several development regulations were granted for relief. The minutes for that meeting have been attached.



C. Proposed Development

The applicant currently owns the parcels in question with the intent to lease the space to Mavis Tires and Brakes, for the construction of a new automobile repair service facility at 336 Mirror Lake Boulevard. The site is currently in grading stages and will feature 255 townhome units, 208 multi-family units and an 18.9-acre commercial shopping center within the confounds of the area as described in Section A. The applicant had the properties rezoned in 2021. Parcel A was rezoned from AG to Single-Family Attached (SFA) and Commercial Medium-Density (C2); and rezoned Parcels B and C from I2 to SFA, C2 and MF2. Approximately 9.8 acres of the proposed development is zoned MF2, and 32.98 acres is zoned SFA.

Of the commercial space proposed, a 60,000 sq. ft. grocer, 5,000 sq. ft. of retail space, and 10,000 sq. ft. of restaurant space is proposed within the anchor and shops parcel. Five outparcels are also approved and in the process of being graded, including the subject outparcel.

The purposes of the request is to reduce the side yard setbacks from 30' to 10'. The applicant explains in their letter of intent that the platted outparcel has "limited width, which would not allow for a feasible site layout that would function adequately for the proposed use, or be economically feasible".

As a part of constructing the project, the developer previously applied for twelve (12) variances for the commercial portion of the development. The minutes from the City Council hearing for this application has been attached.

Flood Plain

A stream (identified as Town Branch on FEMA maps) forms the western boundary of the project along the edges of Parcels B and C. Based on the Site Plan submitted, the applicant appears to abide by the state 25' non-disturbance buffer, but has not indicated the extent of the city's 50' or 75' buffer on the plan. Figure 2, below, indicates the flood zone map for the property:



The developer requests approval to reduce the side setback 10'. The developer states that the platted outparcel has limited width, which would not allow for a feasible site layout that would function adequately for the proposed use, or be economically feasible.

Proofs for Variances

In review of the variance requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems the platted parcel’s layout. The variance is the result of reparceling, and specific site requirements by Mavis prompting their necessity. Staff could not identify any detriments from an approval of the requested variance. Although the site was not developed as a Planned Unit Development (PUD), it is designed as a master planned community. Many of the zoning ordinance regulations required are meant for single developments or developments all on one lot, which is not the case for this development. Issuance of the variances requested will benefit the entire development and make for a more cohesive development.

The Future Land Use Plan prescribes “Industrial Activity Center” and “Conservation/Open Space” as future land uses for the parcels. The intent of the Industrial Activity Center is as follows:

“The Industrial Activity Centers are characterized by large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern. The Activity Centers may include landscaped roadways and uniform signage to create a cohesive industrial setting. Preservation and expansion of existing industrial development should respect adjacent land uses and existing development patterns (including building placement, lighting, site features, streetscape, etc.). When feasible, campus-style industrial developments are encouraged, with an emphasis on high quality construction and design and inter-connectivity.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

- a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with *O.C.G.A. 36-66-1*), that:
 - i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variance would not be injurious to the public health, safety,



morals, and general welfare of the community

- ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variance.

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The variance does not appear to be the result of economic gain or restriction. This situation is self-imposed and a result of spec requirements by the leaseholder (Mavis) and is a result of the manner in which the lots were proposed to be divided by the applicant/developer. However, the application of the zoning ordinance must have flexibility in allowing for alternative standards in order to make a better overall project, particularly because of this being an outparcel to a larger master-planned project.

E. Comments

No Staff Comments

F. Recommendation:

Staff recommendation:

1. Section 4.5 Lot Standards: Reduce side yard setback from 30' to 10'

Recommendation: **APPROVAL**

Reasons: Although the request is self-imposed and a result of leaseholder spec requirements and the manner in which the lot was subdivided by the developer, staff could not identify any detriments from an approval of the requested variance. Although the site was not developed as a Planned Unit Development (PUD), it is designed as a master planned community. Many of the zoning ordinance regulations required are meant for single developments or developments all on one lot, which is not the case for this development. Issuance of the variances requested will benefit the entire development and make for a more cohesive development.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on June 15th; a sign has been posted on the subject properties; and all abutting



property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, one business owner has contacted the city to voice concern or support for the proposed actions. A letter and survey of his property has been included with the application materials.

Should you have any questions concerning the above comments please do not hesitate to contact me. I reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

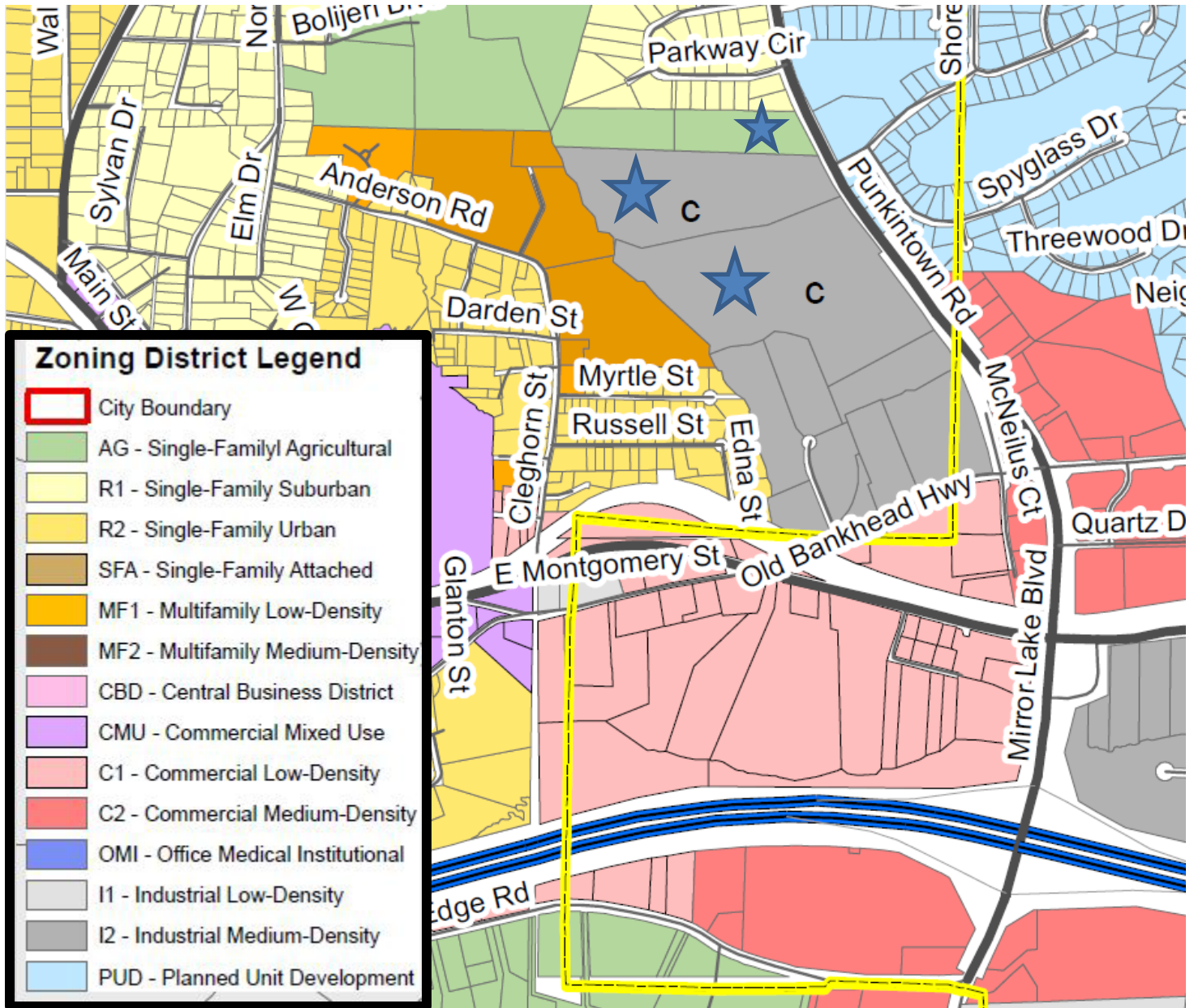
Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
Tracy Jarvis, Community Development Director (via email)



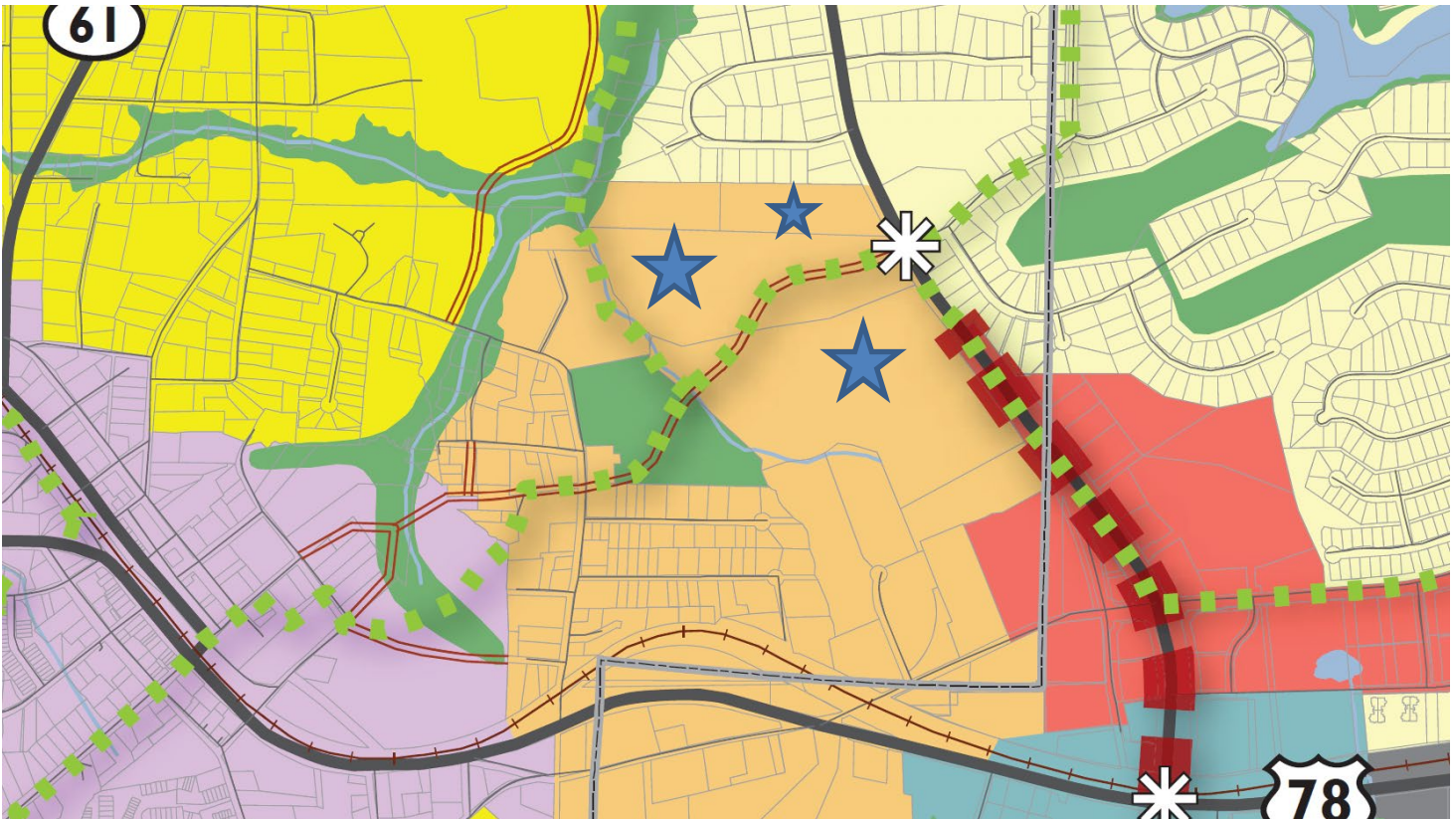
Corresponding Maps:

Villa Rica Zoning Map:





Villa Rica Future Land Use Map:



CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY





APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 5/19/2023

APPLICANT

Applicant Name: FUQUA BCDC VILLA RICA PROJECT OWNER, LLC

Address: 3575 PIEDMONT ROAD NE, STE 800 City: ATLANTA State: GA Zip: 30305

Phone: () - - Fax: () - - Email: MIKE.HAGAN@FUQUADEV.COM

Agent Name: BOHLER - NATE FUSS

Address: 211 PERIMETER CENTER PKWY NE, STE 425 City: ATLANTA State: GA Zip: 30346

Phone: 678-695-6800 Fax: () - - Email: NFUSS@BOHLERENG.COM

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () - - Fax: () - - Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: _____

THE VARIANCE PARCEL IS THE PROPOSED OUTPARCEL #3 OF FUQUA'S MIRROR LAKE
RETAIL DEVELOPMENT

I, JEFF FUQUA, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Signature of Applicant

5/19/2023

Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

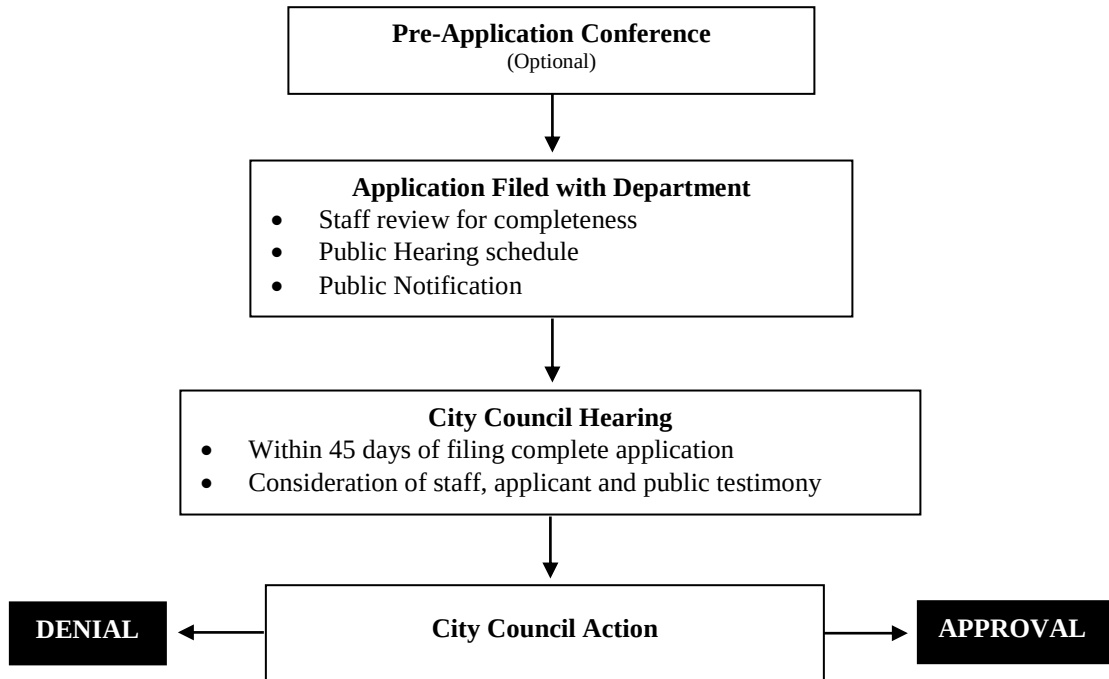
Staff Comments/Findings: _____

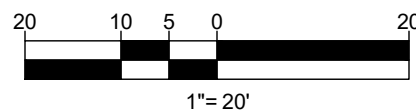
Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS





CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BOHLER. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.

REVISIONS

[illegible]

Know what's below.
Call before you dig.

ALWAYS CALL 811

FOR CONCEPT
PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY
REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION
DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	GAA220165.00
DRAWN BY:	SN
CHECKED BY:	NF
DATE:	6/8/2023
CAD I.D.:	

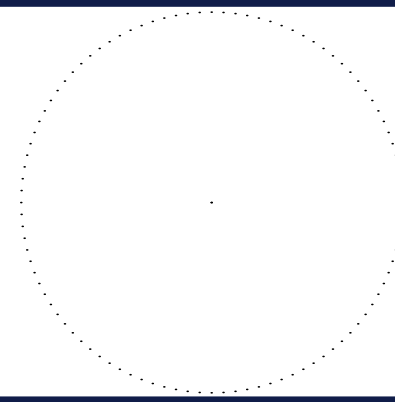
PROJECT:

**VARIANCE SITE
PLAN
DOCUMENTS**PROPOSED
DEVELOPMENT

336 MIRROR LAKE BLVD
CARROLL COUNTY
VILLA RICA, GA 30180



211 PERIMETER CENTER PKWY NE
SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com



SHEET TITLE:

VARIANCE SITE PLAN

SHEET NUMBER

VAR-1

ORG. DATE - 6/8/2023



211 Perimeter Center Pkwy NE, Ste 425
Atlanta, GA 30346
678.695.6800

June 8, 2023

City of Villa Rica
Ronald Johnson
571 West Bankhead Hwy
Villa Rica, GA 30180

RE: Letter of Intent for Variance
Application
Mavis Tires & Brakes
336 Mirror Lake Boulevard
Villa Rica, GA 30180

Mr. Johnson,

Please accept this Letter of Intent for the variance application submittal for the proposed Mavis Tires and Brakes facility at 336 Mirror Lake Boulevard, Villa Rica, GA 30180. The applicant, Mavis Tires & Brakes, is proposing to develop this parcel for a minor automobile repair service facility and is requesting a variance to reduce the side setbacks from 30' to 10' (Section 4.14). This letter is intended to explain how the requested variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district.

The existing property is zoned C-2 and the proposed use is an allowed use in the zoning district. This development will be located in Outparcel 3 within the proposed Mirror Lake Retail development.

The proposed variance is requested as the literal interpretation and strict application of the applicable provisions of section 4.14 of the zoning ordinance would cause undue and unnecessary hardship. The platted outparcel has limited width, which would not allow for a feasible site layout that would function adequately for the proposed use, or be economically feasible.

If you have any questions or need additional information, please feel free to contact our office at (678) 695-6800.

Sincerely,
BOHLER ENGINEERING GA, LLC

Nate Fuss, P.E.
Project Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of December 5, 2022, by and between **FUQUA BCDC VILLA RICA PROJECT OWNER, LLC**, a Georgia limited liability company (“**Landlord**”), having an address at c/o Fuqua Development, LP, Fifteen Piedmont Center, 3575 Piedmont Road NE, Suite 800, Atlanta, Georgia, 30305, and **MAVIS SOUTHEAST LLC**, a Delaware limited liability company (“**Tenant**”) having an address at 358 Saw Mill River Road, Millwood, New York 10546.

1. PREMISES.

A. Landlord is the owner of that certain outparcel (Outparcel 3) located within the Villa Rica Town Center retail development to be located on Mirror Lakes Boulevard, Villa Rica, Georgia (the “**Retail Development**”), as shown on the Retail Development Site Plan attached hereto as Exhibit B-2 (the “**Retail Development Site Plan**”) which outparcel contains approximately 1.06 acres of land legally described on Exhibit A annexed hereto and made a part hereof (the “**Property**”). In consideration of the mutual promises, covenants and conditions herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the entire Property and the approximately 6,785 square foot Building (the “**Building**”) to be constructed thereon by Tenant (collectively, the “**Premises**”), which Premises are shown on the conceptual site plan of the Premises attached hereto as Exhibit B-1 (the “**Site Plan**”). Landlord shall obtain a subdivision plat for the Property. For purposes of this Lease, the legal description of the Property shall be the legal description from the recorded subdivision plat to be attached hereto as Exhibit A.

B. Subject to the REA (defined below) and/or the Outparcel Declaration (as defined below), as applicable, Tenant is hereby granted the right to use the (i) drives, access points and sidewalks depicted on the Retail Development Site Plan and in all Common Areas depicted on the Retail Development Site Plan, but not the parking areas in the Common Areas except for only the Common Area on the Property depicted on the Site Plan (the “**Premises Common Area**”) and (ii) the loading and delivery areas and exterior trash areas of the Premises Common Area (only) depicted on the Site Plan/Retail Development Site Plan. For purposes of this Lease, “**Common Areas**” are those portions of, and facilities within the Retail Development, which, subject to the foregoing sentence, are intended for the common use of the tenants of the Retail Development, their customers, agents and employees, including parking areas, driveways and landscaping. During the Term, Landlord covenants and agrees that, unless required by law, the parking, Common Areas and methods of ingress and egress designated on the Retail Development Site Plan as “**Protected Common Area**” shall not be changed or altered, including, without limitation, the direction of traffic, lighting, curbing, or building heights or stories, if applicable, in a way which would adversely impact Tenant’s business, and that except as herein otherwise provided or depicted on the Retail Development Site Plan, and except as may be required by law, no kiosk, building, fence, wall, sign or other obstruction shall be erected or maintained upon any portion of the Protected Common Area which would adversely change access to or visibility of the Premises, in each case without Tenant’s prior consent, which shall not be unreasonably

withheld. Further, unless required by law, Landlord shall make no changes to the Common Areas of the Retail Development as depicted on the Retail Development Site Plan which would materially reduce the availability of lawful parking for, adversely affect the ingress to or egress from, or adversely affect the visibility of the Premises, without the consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

C. Landlord represents that Landlord is the contract vendee for the purchase of the Premises pursuant to the terms of a certain Purchase Agreement dated May 3, 2021 (as amended, the “**Purchase Agreement**”). This Lease is conditioned upon Landlord purchasing the Premises pursuant to the terms of the Purchase Agreement. The closing under the Purchase Agreement is anticipated to be on or about December 2, 2022 (the “**Anticipated Closing Date**”). Regarding the Purchase Agreement, the parties hereby agree as follows:

- (i) Landlord agrees to send to Tenant copies of any default notices sent or received under the Purchase Agreement. Landlord agrees to provide Tenant with written notice of the closing under the Purchase Agreement.
- (ii) In the event the closing under the Purchase Agreement does not occur within ninety (90) days after the Anticipated Closing Date, Tenant or Landlord shall have the right, in its discretion, to terminate this Lease at any time prior to the closing thereunder. In addition, in the event the Purchase Agreement is terminated for any reason, then either party may terminate this Lease. In the event this Lease is terminated pursuant to this Section 1(C), Landlord shall reimburse Tenant for all of Tenant’s reasonable and verifiable out-of-pocket costs and expenses incurred in connection with this Lease (including permitting, architectural, engineering and professional fees) up to, but not to exceed, \$25,000.00 in the aggregate.

D. Tenant’s obligations under this Lease are contingent upon Landlord delivering to Tenant (i) a reciprocal easement agreement (the “**REA**”) encumbering the Retail Development, providing for, among other things, ingress and egress (but not parking) to, from and over the Common Areas of the Retail Development, common access to the adjacent public roadways, easements for utilities and stormwater discharge, building restrictions, use restrictions and, to the extent necessary, shared maintenance obligations and costs and (ii) an Outparcel Declaration encumbering Outparcels 1 through 4 (collectively, the “**Outparcels**”) of the Retail Development as depicted on the Retail Development Site Plan (the “**Outparcel Declaration**”) providing for, among other things, ingress and egress (but not parking) to, from and over the common areas of the Outparcels, outparcel building restrictions and outparcel use restrictions, including Tenant’s Protected Use (as defined below); provided that Tenant’s Protected Use shall also encumber Outparcels 5 and 6, as depicted on the Retail Development Site Plan, pursuant to a separate document to be recorded by Landlord. Tenant’s obligations under this Lease are further conditioned on Tenant’s approval, during the Due Diligence Period, in writing, of the form of REA and Outparcel Declaration recorded or to be recorded by Landlord; provided that if the REA has been recorded, it shall be treated as a title exception pursuant to Section 29 below. Landlord shall

deliver the then most current version of the REA (if not yet recorded) and Outparcel Declaration to Tenant within the first fifteen (15) days of the Due Diligence Period. Tenant shall review such drafts and provide comments to Landlord within fifteen (15) days after receipt of such drafts and Landlord and Tenant shall negotiate in good faith to reach a mutually acceptable final form of the REA and the Outparcel Declaration prior to the end of the Due Diligence Period. In the event that Landlord and Tenant have not mutually approved the final versions of the REA and/or Outparcel Declaration, as applicable, prior to the expiration of the Due Diligence Period, then either Landlord or Tenant shall be permitted to terminate this Lease upon five (5) days advance written notice (an “**REA/Declaration Termination Notice**”) to the other party; provided, however, if either party delivers an REA/Declaration Termination Notice and, within three (3) business days of receipt of such REA/Declaration Termination Notice, the non-terminating party agrees in writing to accept the last draft of the REA and/or Outparcel Declaration, as applicable, submitted to the non-terminating party by the terminating party, then such REA/Declaration Termination Notice shall be deemed null and void and such last draft of the REA and/or the Outparcel Declaration, as applicable, submitted to the non-terminating party shall be deemed mutually approved by Landlord and Tenant. Upon the approval of the owners or occupants of all of the Outparcels, Landlord shall record the Declaration in the form approved by Landlord and Tenant in the applicable real estate records. Thereafter, in the event of a proposed change to the form of REA and/or Outparcel Declaration, as approved by Tenant, including any amendment, modification or termination thereof, which would increase Tenant’s obligations or decrease Tenant’s rights relating to the Premises or its construction, use and operations thereof and thereon, Landlord shall withhold its required consent to any such change until Landlord has obtained Tenant’s approval of any such change.

2. TERM; COMMENCEMENT DATE; EXTENSION OF TERM.

A. The initial term of this Lease shall be for twenty (20) years, commencing on the Rent Commencement Date (as defined in Section 2(C) below), and ending on the last day of the twentieth (20th) Lease Year (as hereinafter defined) (the “**Expiration Date**”), unless sooner terminated or extended as provided herein (the “**Initial Term**”). For purposes of this Lease, the word “**Term**” shall mean the Initial Term and any Extension Term (as defined in Section 2(D) below).

B. The “**Commencement Date**” of this Lease shall occur on the day on which the later of the following shall occur: (i) the Landlord’s delivery of vacant possession of the Premises to Tenant with Landlord’s Work (as defined in Section 5 below) substantially completed except for “punch list” items, the completion of which will not interfere with Tenant’s construction of improvements pursuant to Section 6 below (collectively, “**Punch List Items**”), (ii) Tenant’s receipt (or waiver, as provided in Section 18 hereof) of all of Tenant’s Permits (as defined in Section 18 hereof), (iii) the date Landlord shall have delivered to Tenant an executed SNDA (as defined in Section 21 hereof) from any Landlord’s Successors (as hereinafter defined), and (iv) the expiration of the Due Diligence Period (as defined in Section 12(E) hereof and as may be extended pursuant to Section 12 (E) hereof), provided Tenant has not terminated this Lease pursuant to Section 12(E) or Section 18.

C. The “**Rent Commencement Date**” shall be the earlier to occur of the date that (i) is one hundred fifty (150) days following the Commencement Date, and (ii) Tenant opens for business in the Premises to the public. If the Rent Commencement Date shall be a day other than the first (1st) day of a month, then the period of time between such Rent Commencement Date and the first (1st) day of the first (1st) month next following shall be added to Lease Year One of this Lease and the Fixed Rent for such partial month shall be prorated on a per diem basis. The first “**Lease Year**” shall be the twelve (12) month period commencing on the Rent Commencement Date or the first day of the month following the Rent Commencement Date, if the Rent Commencement Date is a date other than the first day of a month, and each successive “**Lease Year**” shall be the twelve (12) months following the expiration of the prior “**Lease Year**”.

D. At the expiration of the Initial Term hereof, Tenant shall have the right to extend the term of this Lease for three (3) successive periods of five (5) years each (each an “**Extension Term**”), each extension to be on the same terms, covenants and conditions as are herein contained (such Initial Term, and any extensions thereof, being hereinafter referred to as the “**Term**”) by Tenant providing Landlord with at least one hundred eighty (180) days’ notice prior to the expiration of the then-current Term of its election to extend this Lease; provided, however, that in order to avoid any forfeiture or inadvertent lapse of any right to extend this Lease, if Tenant shall fail to give any such notice prior to such one hundred eighty (180) day time period above and shall not have given Landlord prior written notice of its intention not to extend, Tenant’s right to exercise such Extension Term shall nevertheless continue, as shall its tenancy hereunder (under the same terms and conditions as theretofore in effect and notwithstanding that the Initial Term or the then-current Extension Period shall have expired) until thirty (30) days after Landlord shall have given Tenant notice of Landlord’s election to terminate the extension option (“**Landlord’s Termination Notice**”), and Tenant may exercise its extension option at any time prior to the expiration of such thirty (30) day period. Upon the giving of notice of Tenant’s exercise of its option to extend in accordance with the foregoing provisions, the Term of this Lease shall thereupon be extended in accordance with such notice without further act by Landlord or Tenant, the same as if such notice had been timely given hereunder. Upon the giving of Landlord’s Termination Notice, and without any further instrument, lease or agreement, this Lease shall terminate as of the then applicable expiration date (unless Tenant exercised its extension option at any time prior to the expiration of such thirty (30) day period), and neither Landlord nor Tenant shall have any further obligation or liability hereunder arising or continuing from and after the later of such expiration date or the date when Tenant vacates the Premises, except for any obligation or liability which expressly survives the termination of this Lease as provided herein. The Lease shall only be extended with respect to any Extension Term which commences upon the expiration of the current Initial Term or applicable Extension Term. Notwithstanding the foregoing to the contrary, Tenant may not extend this Lease if Tenant is in default hereunder beyond all applicable notice and cure periods at the time of extension.

3. FIXED RENT; ADDITIONAL RENT.

A. This Lease is made at and for fixed rent (hereinafter the “**Fixed Rent**” or the “**Annual Fixed Rent**”), for the Term hereof as follows:

<u>Period (Lease Year):</u>	<u>Annual Fixed Rent:</u>	<u>Monthly Installments of Fixed Rent:</u>
1 through 5	██████████	██████████
6 through 10	██████████	██████████
11 through 15	██████████	██████████
16 through 20	██████████	██████████
<u>Extension Terms:</u>		
21 through 25	██████████	██████████
26 through 30	██████████	██████████
31 through 35	██████████	██████████

The Fixed Rent shall be payable commencing on the Rent Commencement Date and on the first (1st) day of each month thereafter during the Term hereof (said Fixed Rent, and all other sums due and payable by Tenant to Landlord hereunder, are hereinafter referred to collectively as “**Rent**”). All Rent shall be paid to Landlord without deduction, offset, abatement or diminution, except as otherwise set forth herein.

B. In addition to the Annual Fixed Rent payable pursuant to Section 3(A) above, Tenant shall pay additional rent (herein so called) for such other items as are expressly described herein (for default in the payment of which Landlord shall have the same remedies as for a default in the payment of Annual Fixed Rent), all to be paid in lawful money of the United States of America to Landlord at its office, or such other place, or to such agent, and at such place, as Landlord may designate by notice to Tenant. Such payment of Rent shall be by check, subject to collection. In addition, Tenant shall be responsible for paying directly to the applicable party under the REA all costs and expenses assessed against the Premises or the owner thereof under the REA, except for any fines, penalties or other charges arising from any act or omission of Landlord or its employees, agents or contractors or any capital expenses or assessments other than as approved by Tenant pursuant to Section 1 (D) hereof.

C. At the request of either party, the parties agree to execute an “**Agreement Setting Lease Terms**,” in the form substantially attached hereto as Exhibit C and by this reference made a part hereof, but the failure of either party to execute same shall not affect the Rent Commencement Date or the Fixed Rent calculated pursuant to this Section 3.

D. Upon the execution of this Lease, Landlord shall complete and return to Tenant the Landlord Contact Information Form and the W-9 Request for Taxpayer Identification Number and Certification Form attached hereto as Exhibit E.

E. Tenant acknowledges that it is intended and agreed that this Lease is and shall be a triple net lease and that the Rent payable hereunder shall be completely net to Landlord. Landlord shall not be responsible during the Term for any costs, charges, expenses, taxes or monetary outlays of any nature relating to the Premises or the contents thereof, except as expressly provided for herein, and Tenant accordingly agrees that it shall pay all such costs, charges, expenses, taxes and monetary outlays of any nature relating to the Premises in accordance with its obligations hereunder.

4. USE.

A. Subject to the terms of the Waiver Agreement attached hereto as Exhibit J, Tenant may use the Premises as an Auto Center (hereinafter defined), or for any other lawful retail use, provided, however, (i) Tenant agrees to initially open for business in the Premises as an Auto Center primarily selling and servicing tires pursuant to Section 4(C) below and (ii) any use other than an Auto Center shall be subject to the restricted and/or prohibited uses set forth in the REA and/or the Outparcel Declaration, as applicable, and the restricted and/or prohibited uses set forth in Exhibit K attached hereto, and any then existing protected use rights granted to other tenants of the Retail Development (the foregoing conditions are collectively referenced herein as the “**Use Restrictions**”). For purposes of this Lease, the term “**Auto Center**” shall mean a business offering general automotive repair and service, tire sales, quick-lube and oil changes and automobile diagnostics. Subject to applicable law, including Environmental Law (as defined below) and the Use Restrictions, permitted activities in an Auto Center on the Premises may include, without limitation, any or all of the following: the sale of motor oil and other lubricants, the installation, repair and/or servicing of automobiles, the sale, display, installation of automotive parts and accessories, whether functional or decorative (including, without limitation, batteries, mufflers, seat covers, brakes, shock absorbers, air conditioners, starters, generators, carburetors and ignition system items) and the performance of such services as inspection, check-up, oil change, alignment, balancing, brake and muffler service, tune-up and adjustment of automobiles or parts thereof (including, without limitation, wheel alignment) and such other activities as are incidental or related thereto, including, without limitation, subject to the Use Restrictions, the sale of beverages and food for the convenience of customers of the Auto Center. Notwithstanding the foregoing, in addition to the Use Restrictions, no portion of the Premises shall be operated as a convenience food store and/or gas station, such as Circle K, or as a car wash.

B. Provided that Tenant is not in default of any term, condition, provision or covenant of this Lease beyond any applicable notice and cure periods and provided, further, Tenant is then operating from the Premises as an Auto Center, Landlord agrees not to execute a lease or, purchase agreement with, or consent to the use by (to the extent Landlord has consent rights) or allow (to the extent Landlord has the right not to allow) any tenant or occupant of the portion of the Retail Development comprised of the outparcels (as more particularly shown on the Retail Development Site Plan) (the “**Protected Use Area**”), other than the Premises, to engage in the

operation of an Auto Center (“**Tenant’s Protected Use**”); provided, however, Tenant’s Protected Use shall not apply to (a) national or regional auto parts retailers such as AutoZone, Advance Auto or O’Reilly’s Auto Parts, so long as such auto parts retailer does not (i) maintain service bays, (ii) sell tires, or (iii) service customer vehicles (except the complimentary installation of wiper blades, batteries or reading of engine codes), (b) a convenience food store and/or gas station that does not perform as an Auto Center, or (c) a car wash.

If Tenant’s Protected Use is violated by Landlord and as a result another tenant or occupant in the Protected Use Area commences use of its premises as Tenant’s Protected Use, Tenant shall notify Landlord in writing and if Landlord fails to cause such violation to cease within sixty (60) days after receipt of such notice from Tenant (the “Violation Cure Period”), Tenant’s Fixed Rent shall be reduced by twenty-five percent (25%) after such sixty (60) day written notice to Landlord specifying the violation until the violation ceases (but Tenant shall continue to pay one hundred percent (100%) of all additional rent when due and payable under this Lease); provided that in the event the Tenant’s Protected Use violation is not cured within three hundred sixty-five (365) days after expiration of the Violation Cure Period, Tenant shall have the right to terminate this Lease upon thirty (30) days’ written notice to Landlord (which notice must be given, if at all, within 30-days following the end of the foregoing 365-day period) and Tenant shall recover from Landlord liquidated damages equal to the then unamortized portion of the cost of Tenant’s leasehold improvements, due diligence and permitting expenses incurred in connection with this Lease, less the Tenant Allowance, all amortized by Tenant on a straight line basis over a period of fifteen (15) years; provided that in no event will the aggregate amount of liquidated damages recoverable by Tenant exceed Three Hundred Thousand Dollars (\$300,000.00). If Tenant does not terminate this Lease within the 30-day period set forth above, Tenant shall be deemed to have waived such violation and shall resume payments of full Fixed Rent without reduction as of the next date on which a monthly installment of Fixed Rent is due. The remedies set forth in this paragraph are Tenant’s sole and exclusive remedies on account of a violation by Landlord of Tenant’s Protected Use.

Tenant’s Protected Use shall be incorporated into the Outparcel Declaration. The Outparcel Declaration shall be recorded at Landlord’s cost on or prior to the Commencement Date. Thereafter, notwithstanding the foregoing paragraph in this Section 4 (B), Landlord shall have no liability for a Rogue Breach (as defined below), so long as Landlord has included Tenant’s Protected Use and the right of Tenant to enforce Tenant’s Protected Use against a Rogue Party (as defined below) in the recorded Outparcel Declaration, provided that Landlord shall reasonably cooperate with Tenant and Tenant’s efforts to enforce the terms of the Outparcel Declaration to cause such violation to cease. As used herein, a “**Rogue Breach**” means a violation of Tenant’s Protected Use caused by the actions of a tenant or other occupant within the Protected Use Area (each, a “**Rogue Party**”) upon which Landlord has properly imposed Tenant’s Protected Use in the recorded Outparcel Declaration, thereby prohibiting such tenant or occupant from operating for the Tenant’s Protected Use.

C. Tenant agrees to open for business to the public in the Premises as an Auto Center, fully fixtured, staffed and stocked, for at least one (1) day. Tenant agrees to use

commercially reasonable efforts to open for business in the Premises on or prior to the Rent Commencement Date. Thereafter, Tenant shall have no obligation to continuously operate within the Premises or maintain minimum hours of operation. Notwithstanding the foregoing, except for temporary closings or discontinuance of operations (i) to permit the repair of any damage to the Premises, or (ii) to undertake any alteration or refurbishing of the Premises, or (iii) due to a taking by eminent domain, or (iv) due to strikes or other labor difficulty, or (v) due to any laws, rules or regulations or Force Majeure) (each a “**Permitted Closure**”), in the event Tenant ceases operation in the Premises (i.e., “**goes dark**”), other than in connection with a Permitted Closure, for a period in excess of one hundred eighty (180) consecutive days, then Landlord, as its sole and exclusive remedy, shall have the right to terminate this Lease upon thirty (30) days’ prior written notice to Tenant, in which event this Lease shall terminate unless Tenant resumes operations in the Premises within said thirty (30) day period. In the event this Lease is terminated pursuant to this Section 4(C), then upon termination Landlord shall reimburse Tenant an amount equal to the then unamortized (based on straight line amortization over the Initial Term) net book value of all improvements made to the Premises by Tenant during the Term of the Lease. If Landlord elects to not terminate this Lease, Tenant will remain liable for all obligations under this Lease.

5. CONDITION OF THE PREMISES.

A. Tenant agrees to accept the Premises on the Commencement Date in its “as is” condition, provided that prior to the Commencement Date Landlord shall perform and complete the work set forth on Exhibit F attached hereto and made a part hereof (the “**Landlord’s Work**”). Landlord shall obtain all required permits and approvals for Landlord’s Work and Landlord shall diligently pursue Landlord’s Work.

B. Subject to Force Majeure, if Landlord fails to deliver possession of the Premises to Tenant with Landlord’s Work completed except for Punchlist Items and otherwise in the condition set forth on Exhibit F on or before the date (the “**Outside Delivery Date**”) which is three hundred sixty five (365) days following the date of the closing under the Purchase Agreement, and provided that Tenant has obtained Tenant’s Permits, then, commencing on the Rent Commencement Date, Tenant shall receive one (1) additional day of free Fixed Rent for each day from the Outside Delivery Date until the actual date on which Landlord delivers vacant possession of the Premises to Tenant as provided above (the “**Delivery Date**”); provided that in no event will such free Fixed Rent exceed a total of one hundred eighty days of free Fixed Rent. Subject to Force Majeure, if the Delivery Date does not occur on or before one hundred eighty (180) days from the Outside Delivery Date (the “**Late Delivery Termination Date**”), Tenant, at its option, may terminate this Lease upon written notice to Landlord given prior to the Delivery Date. If Tenant elects to terminate this Lease, Landlord shall reimburse Tenant for all of Tenant’s reasonable, verifiable out-of-pocket costs and expenses incurred in connection with this Lease (inclusive of all architectural, engineering, permitting and professional fees) up to, but not to exceed, \$65,000.00 in the aggregate, and Landlord shall return all monies previously deposited by Tenant, if any; provided that, notwithstanding anything to the contrary herein, if Tenant receives written notice from Landlord informing Tenant that the Delivery Date will not occur by the Late Delivery Termination Date, then, provided Tenant has obtained all of Tenant’s Permits, Tenant

shall have a duty to mitigate such out-of-pocket costs and expenses arising from the date of receipt of such notice until the Delivery Date or the date on which Tenant exercises its option to terminate this Lease as provided above, as the case may be. Upon the effective date of such termination and such reimbursement, if any, to Tenant, this Lease shall be null and void, and of no further force or effect, except for those provisions hereof which expressly survive the termination of this Lease.

6. ALTERATIONS; TENANT IMPROVEMENTS; IMPROVEMENT ALLOWANCE.

A. Tenant, at Tenant's cost, shall construct the Building and thereafter install such initial tenant improvements, equipment and fixtures in the Premises as Tenant deems necessary or desirable for the conduct of Tenant's business therein, in accordance with Tenant's Plans (as hereinafter defined), including, but not limited to, automobile lifts, tire storage racks, video surveillance equipment, information technology systems and equipment, and Tenant's signage. From and after the date hereof, Tenant shall have such access to the Property as reasonably necessary in order to prepare any additional plans, if any. During the Term, Tenant may make non-structural interior alterations, improvements and additions to the Building, including, without limitation, changing color schemes, installing new flooring, wall-covering and modifying the layout of the tenant fixtures, as Tenant deems necessary or desirable without obtaining Landlord's consent. Subject to the REA and/or the Outparcel Declaration, as applicable, Tenant may also make any alterations, improvements, additions or repairs which affect the structure of the Building provided that Tenant gives Landlord at least ten (10) business days' prior written notice thereof. Notwithstanding anything contained herein to the contrary, Landlord hereby approves Tenant's prototypical floor plans and elevations attached hereto as Exhibit D-1 ("**Tenant's Plans**").

B. Upon completion of the Building, Tenant shall provide to Landlord, in reasonable detail, a calculation of the actual costs and expenses incurred by Tenant in permitting, performing and completing said work, including all architectural and engineering fees, site improvement costs, Building improvements costs, any inspection fees, utility hookup costs and similar third-party expenditures (the "**Aggregate Construction Costs**"). In consideration of Tenant constructing the Building and Tenant's other initial alterations to the Premises to open and operate an Auto Center, Landlord agrees to pay to Tenant a tenant improvement allowance in the amount of the Aggregate Construction Costs up to, but not exceeding, One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (the "**Tenant Allowance**") subject to the conditions in the following sentence. Upon Tenant opening for business to the public in the Premises and payment of the first (1st) monthly installment of Fixed Rent to Landlord, Landlord agrees to make the Tenant Allowance payment to Tenant within thirty (30) days following Tenant's request for payment, which request shall be accompanied by: (i) final, unconditional lien waivers and receipts from Tenant's general contractor and "major" subcontractors and vendors (meaning subcontractors and vendors who have contracts to provide labor and/or materials to the Premises which exceed \$10,000.00), (ii) a copy of Tenant's Certificate of Occupancy or temporary certificate of occupancy to the extent issued by the applicable governmental authority; (iii) a copy

of Tenant's certificate of insurance; (iv) if requested by Landlord's mortgagee, an SNDA and/or updated estoppel certificate executed on behalf of Tenant, and (v) "as built" plans for the Premises. If Landlord fails to make such payment within thirty (30) days after Tenant's request accompanied by the documents described in (i) through (v) above, Tenant may, at its option, deduct the Tenant Allowance from the installments of Fixed Rent next falling due until satisfied.

C. Tenant shall not permit any mechanics' or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or to its agents or contractors; provided, however, that Tenant shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as Tenant, in good faith and at its own expense, contests the same or the validity thereof by appropriate proceedings and posts a bond or takes other steps acceptable to Landlord that stay enforcement of such lien within thirty (30) days after Tenant's receipt of notice of such lien. Notice is hereby given that Landlord shall not be liable for the cost and expense of any labor, services or material furnished or to be furnished with respect to the Premises at or by the direction of Tenant or anyone holding the Premises or any part thereof by, through or under Tenant and that no laborer's, mechanic's or materialman's or other lien for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvements or repairs to or of the Premises or any part thereof, nor as giving Tenant any right, power or authority on behalf of Landlord to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof. If Tenant fails, after receipt of such written notice and after expiration of such thirty (30) day cure period, to discharge any lien as hereinabove provided, Landlord, without declaring a default hereunder and without relieving Tenant of any liability hereunder, may, but shall not be obligated to, discharge or pay the same, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith shall constitute additional rent hereunder and shall be paid by Tenant to Landlord on demand. Notwithstanding the foregoing, if Tenant fails to comply with its obligations set forth in this Section 6, Landlord may discharge or pay any such lien in order to avoid a lien foreclosure or a judgement lien on the Premises, and any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith shall constitute additional rent hereunder and shall be paid by Tenant to Landlord on demand.

7. REPAIRS

Tenant, at Tenant's expense, shall keep the Premises in good order and repair, including maintaining (i) all plumbing, HVAC, electrical and lighting facilities and equipment within the Premises, (ii) the store front, doors, and plate glass of the Premises, (iii) any structural, roof, roof deck and Building systems repairs, improvements or alterations to the Premises or the Building and (iv) all maintenance and repair of the Premises Common Area. Notwithstanding any provision to the contrary, Tenant's obligations under this Section shall not include making, and

Landlord shall make and pay for (a) any repair, maintenance, replacement or improvement necessitated by the negligence or willful misconduct of Landlord, its agents, employees or contractors, (b) any repairs, replacement or maintenance of the Common Areas of the Retail Development outside of the Premises Common Area, and (c) any repairs, replacement or maintenance of subsurface conditions at the Property, including all utility lines up to their point of connection with the Premises, unless necessitated by the negligence or willful misconduct of Tenant, its agents, employees or contractors. Landlord shall make all repairs required of it under this Section promptly after Landlord learns of the need for such repairs but in any event within thirty (30) days after Tenant notifies Landlord in writing of the need for such repairs. If Landlord fails to make such repairs within thirty (30) days after Tenant's notice (except when the repairs require more than thirty (30) days for performance and Landlord commences the repair within thirty (30) days and diligently pursues the repair to completion), Tenant may, at its option, undertake such repairs and deduct the cost thereof from the installments of Fixed Rent next falling due; provided, however, in no event may Tenant deduct or offset more than fifty percent (50%) of any monthly installment of Fixed Rent. Notwithstanding the foregoing, in the event of an emergency, Tenant may give Landlord such shorter notice as is practicable under the circumstances, and if Landlord fails to make such repairs immediately, Tenant may immediately undertake such repairs and deduct the cost thereof from the installments of Fixed Rent next falling due; provided, however, in no event may Tenant deduct or offset more than fifty percent (50%) of any monthly installment of Fixed Rent.

8. END OF TERM.

Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in broom clean condition, except for ordinary wear and tear and damage caused by fire or other casualty. All personal property, furnishings, machinery, trade fixtures, equipment and improvements (trade or otherwise) which Tenant installs in the Premises shall remain the property of Tenant except to the extent fixed or attached to the floor, utility lines or structure of the Premises so as to become a part of the Premises ("**Tenant's Property**"). Upon the termination or expiration of the Term, Tenant may remove Tenant's Property from the Premises no later than the termination or expiration date. Tenant shall repair any damage to the Premises or the Building caused by such removal, including patching and filling holes. In no event shall Tenant remove or be required to remove any restrooms, flooring, ceilings, utility or electrical components located inside the walls or HVAC systems. Any of Tenant's Property not removed from the Premises on the date the Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord.

Tenant recognizes and agrees that Landlord shall have a reversionary interest in all of the improvements to the Premises other than Tenant's Property as defined above, such reversionary interest to include the Building and any other buildings, improvements, site improvements, or any equipment that is an integral part of the structure, such as air conditioning and heating equipment, lighting fixtures, electric switch boxes, plumbing, restroom fixtures, and the like, which are located on the Premises and, due to Landlord's reversionary interest therein, shall become the property of Landlord upon the expiration or termination of this Lease.

9. INSURANCE

A. During the Term of this Lease, Tenant shall obtain and keep in full force and effect commercial general liability insurance, naming Landlord and any mortgagee of Landlord as additional insureds as their interests may appear from time to time, against liability arising out of Tenant's use, occupancy, or maintenance of the Premises. Such insurance shall provide coverage for and shall be in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury to or death of one person in any one accident or occurrence and in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00) for injury to or death of more than one person in any one accident or occurrence. Tenant's insurance shall be primary with respect to any claim arising out of events that occur in the Premises. Such insurance may be provided under blanket insurance policies covering other properties as well as the Premises and shall be maintained with an insurance company rated at least A/VIII or better in Best's Insurance Reports. Upon Landlord's request, Tenant will provide Landlord with a certificate(s) evidencing such insurance. All policies shall be written by carriers licensed to conduct business in the state in which the Premises is located.

B. During the Term of this Lease, Tenant shall obtain and keep in full force and effect, from an insurance company rated at least A/VIII or better in Best's Insurance Reports commercial property form "all-risk" insurance insuring the Property and Building (excluding any property which Tenant is obligated to insure under Section A), insuring Landlord and Tenant against damage and destruction by fire, vandalism, and other perils in the amount of the full replacement value of the Property and Building, as such value may exist from time to time. Landlord shall be a loss payee on such insurance. Upon Landlord's request, Tenant will provide Landlord with a certificate(s) evidencing such insurance. All policies shall be written by carriers licensed to conduct business in the state in which the Premises is located.

C. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

10. INDEMNIFICATION.

A. Tenant shall defend, indemnify and hold Landlord and Landlord's agents, officers, directors, employees and contractors harmless from and against any and all claims, liabilities, suits, actions, penalties, injury, demands of any kind or nature, loss or damage, costs or expenses, including, without limitation, court costs and reasonable attorneys' fees, of whatever nature, to any person or property within the Premises or the Property arising out of Tenant's use

of the Premises or Property, or which is caused by the negligence or misconduct, or breach of this Lease, of or by Tenant, its assignees, subtenants, concessionaires, officers, servants, employees, contractors, agents or licensees. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of the Lease or are due to Tenant's continued occupancy or use of the Premises after termination of the Lease.

B. Landlord shall defend, indemnify, and hold Tenant and Tenant's agents, officers, directors, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) by or on behalf of any person, entity, or governmental authority occasioned by or arising out of (i) any intentional act, or negligence of Landlord or Landlord's agents, employees, or contractors; (ii) any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease, and (iii) any accident, death, injury or occurrence within the Common Areas of the Retail Development. This indemnity does not include the intentional or negligent acts or omissions of Tenant or its agents, officers, contractors or employees. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of the Lease.

11. ASSIGNMENT AND SUBLETTING.

A. Except as set forth below, Tenant shall not without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease or sublease all or any part of the Premises (any of the foregoing being collectively referred to as an "**Assignment**"). Except as set forth below, for any Assignment, (a) Tenant shall not be released from any obligations or liabilities hereunder as a result of any such Assignment; and (b) the assignee shall deliver to Landlord a written agreement reasonably acceptable to Landlord whereby it assumes all of the obligations and liabilities of Tenant under this Lease. For purposes of this Lease, any sale or transfer of Tenant's or Tenant's parent company's capital stock, redemption or issuance of additional stock of any class shall not be deemed an assignment, subletting or any other transfer of this Lease or the Premises. Landlord shall approve or disapprove a proposed assignment or subletting within twenty (20) days of its receipt of the Tenant's request. If Landlord fails to respond to any such request within such 20-day period, Tenant shall deliver a second request for approval to Landlord which shall state in the subject line "SECOND AND FINAL REQUEST" (the "**Second Request**"), and Landlord's failure to respond to such Second Request for consent by Tenant within five (5) business days shall be deemed an approval of the proposed transaction.

B. Notwithstanding anything to the contrary in Section 11(A) above, the Tenant may, without the Landlord's consent, assign or otherwise transfer this Lease or sublet all of the Premises to (a) any corporation or other business entity which controls, is controlled by, or under common control with, Tenant, or (b) a corporation or other business entity into which or with which Tenant, its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations, provided that by operation of law or by effective provisions contained in the instruments of merger or

consolidation the liabilities of the corporations or other business entities participating in such merger or consolidation are assumed by the corporation or other business entity surviving such merger or consolidation, or (c) a corporation or other business entity acquiring substantially all of Tenant's assets or ownership interests, or (d) a bona fide franchisee of Tenant, or (e) an entity that acquires five (5) or more of Tenant's retail stores, provided that Tenant shall remain liable for all obligations under this Lease and shall not be released therefrom as a result of such assignment or transfer except as set forth in the following sentence, and any such assignee shall be required to deliver to Landlord a written agreement reasonably acceptable to Landlord whereby it assumes all of the obligations and liabilities of Tenant under this Lease. Notwithstanding anything contained in this Section 11 to the contrary, provided Tenant is not in default hereunder beyond all applicable notice and cure periods, in the event, as of the effective date of such transfer, a successor tenant (or a principal or affiliate of such successor tenant, in either case guaranteeing in writing Tenant's obligations under this Lease), in connection with any assignment (i) has a tangible net worth of at least Forty-Five Million Dollars (\$45,000,000.00), which shall be evidenced by financial statements and a balance sheet current as of the date of the transfer and certified by a financial officer of the proposed successor tenant, (ii) then owns or leases and operates at least fifty (50) Auto Centers (up to twenty-five (25) of which may include any of the Auto Centers being transferred by Tenant pursuant to such assignment or subletting), and (iii) as such assignee or sublessee, executes an agreement assuming all obligations of the Tenant arising after the date of the transfer (except in the case of a merger, consolidation or purchase of stock in which case no assumption agreement is required), then Tenant shall be released from all liability accruing under this Lease from and after the effective date of the transfer.

12. HAZARDOUS MATERIALS.

A. In addition to, and not in limitation of any other provision of this Lease, Tenant agrees not to generate, store, use treat or dispose of, nor to allow, suffer or permit the generation, storage, use, treatment or disposal of, any "hazardous waste" or "hazardous substance" (as those terms are defined in the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq., as amended ("RCRA") or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C Sections 9601 et seq., as amended ("CERCLA"), and any rules and regulations now or hereafter promulgated under either of such acts) or any pollutant or other contaminant on, in, from or about the Premises or the Property in violation of any Environmental Laws. The term "Environmental Law" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or hazardous substances. Tenant shall indemnify and hold Landlord harmless from and against any and all loss, damages, expenses, fees, claims, costs and liabilities (including, but not limited to, attorneys' fees and costs of litigation) arising out of or in any manner related to the "release" or "threatened release" of, and for any clean-up responsibility imposed upon Landlord under Environmental Law with respect to, any "hazardous waste" or "hazardous substance" (as those terms are defined in RCRA and CERCLA, and any rules and regulations now or hereafter promulgated thereunder), or any pollutant, or other contaminant on, in, from or about the Premises or the Property or any portion or portions thereof, which release or threatened release arises out of Tenant's or Tenant's agents', contractors' or employees' use, manufacture, storage,

release or disposal of hazardous substance on the Premises or in the Property. The provisions of this Section 12 shall survive the termination of this Lease.

B. To Landlord's actual knowledge, except as may be set forth in that certain Phase 1 Environmental Site Assessment prepared by Contour Engineering dated November 9, 2021 job number E21FUQ:04 (the "ESA"), a copy of which shall be provided to Tenant pursuant to Section 12 (D) hereof, no hazardous substance has been released, discharged or disposed of on, under or about the Premises or the Property (or off-site of the Premises which might affect the Premises) by any entity, firm or person, or from any source whatsoever. If any hazardous substance is deposited, released, stored, disposed, discovered or present in or on the Premises or the Property (not caused by Tenant or Tenant's agents, contractors or employees) in quantities sufficient to require remediation under applicable Environmental Laws, Landlord, at Landlord's expense, shall in a manner that complies with all applicable Environmental Laws of any governmental body with jurisdiction over the same, remove, transport and dispose of such substances if and as required under such Environmental Laws, and perform all remediation and cleanup if and as required under such Environmental Laws to remediate any damage to persons, property or the environment as a result of the presence of such hazardous substances. Landlord shall use commercially reasonable efforts to minimize direct and indirect impact on Tenant during all activities related to remediation. If such removal or remediation not caused by Tenant or Tenant's agents, contractors or employees materially delays the construction or installation of Tenant's improvements, or materially interferes with Tenant's ability to conduct its business at the Premises such that Tenant ceases such construction, installation or the conducting of business at the Premises, as applicable, then Tenant shall be entitled to abate Fixed Rent and additional rent from the date Tenant ceases such construction, installation or the conducting of business at the Premises until the first day on which Tenant is able to reasonably resume such construction or installation or the conducting of business at the Premises, by one (1) day (or if the Rent Commencement Date has not yet occurred, same shall be extended by one (1) day) for each day of such material delay or interference. However, if such material delay or interference delays the construction or installation of Tenant's improvements, or materially interferes with Tenant's ability to conduct its business at the Premises for one (1) year, Tenant or Landlord may terminate this Lease upon prior written notice to the other party given prior to the first day on which Tenant is able to reasonably resume such construction or installation or the conducting of business at the Premises.

C. Landlord shall protect, indemnify and hold harmless Tenant and its agents, officers, directors, contractors, employees, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including reasonable attorneys' fees) ("**Claims**") directly or indirectly related to: (i) a violation of Environmental Laws by Landlord or Landlord's agents, contractors or employees use, manufacture, storage, release or disposal of a hazardous substance on the Property or the Premises; (ii) any hazardous substances predating the Commencement Date of this Lease, or (iii) a breach by Landlord of any representation, warranty, covenant or agreement contained in this Section. This indemnity shall survive the termination of this Lease. In the event of any governmental or court order concerning hazardous substances on the Premises or the Property (not caused by Tenant or Tenant's agents, contractors or employees)

that precludes Tenant from reasonable operation of its business on the Premises such that Tenant ceases operating, the Fixed Rent and additional rent shall be abated from the date Tenant ceases operating at the Premises until the first day on which Tenant is able to reasonably resume operating its business in the Premises. However, if such governmental or court order precludes Tenant from reasonable operation of its business on the Premises such that Tenant ceases operating for (1) year, Tenant or Landlord may terminate this Lease upon prior written notice to the other party given prior to the first day on which Tenant is able to reasonably resume operating its business in the Premises.

D. Not later than five (5) days following the date hereof, Landlord shall deliver to Tenant for Tenant's review, true, correct and complete copies of all materials relating to the Property in Landlord's possession, including, without limitation, reports, studies, surveys or analyses of the environmental condition of the Property (including the ESA), building plans, service contracts, licenses, title reports including a copy of Landlord's title commitment or title policy, as applicable, certificates of occupancy, and surveys, if any.

E. Tenant and its representatives, agents, employees and contractors shall have full access to the Premises for the purpose of inspecting the Property and conducting such due diligence as Tenant deems necessary or advisable including, without limitation, a Phase I and, if necessary or advisable, a Phase II environmental inspection of the Property. Tenant hereby indemnifies and saves Landlord harmless from any claim, cost, expense, loss, damage or liability whatsoever that may arise against Landlord by reason of Tenant's, its agents', employees' or contractors' entrance upon the Premises pursuant to this Section 12 (E). This indemnity shall survive any termination of this Lease. Tenant shall have the right to terminate this Lease if Tenant, in its sole and absolute discretion, deems the Property or any aspect thereof or the result of any inquiry or investigation, to be unsatisfactory in any way and for any reason, provided that Tenant may only exercise its right to terminate by giving Landlord written notice of such termination on or before the forty-fifth (45th) day after the later of (i) the date on which a fully executed copy of this Lease is received by Tenant's attorney, or (ii) the date on which a fully executed Waiver Agreement is received by Tenant's attorney, such Waiver Agreement to be attached hereto as Exhibit J (said 45-day period being referred to as the "**Due Diligence Period**"); provided, however, if additional testing or other investigations are required by Tenant based on Tenant's geotechnical report, or if a Phase I recommends a Phase II, the Due Diligence Period shall be automatically extended for an additional forty-five (45) days unless Tenant sends a notice of termination prior to the end of the initial Due Diligence Period. In the event this Lease is terminated pursuant to this Section 12(E), neither party shall have any further liability or obligations, except for those obligations that are expressly stated to survive the cancellation hereof. The failure by Tenant to provide notice of said termination prior to the expiration of the Due Diligence Period or the Due Diligence Period as extended as provided above, if applicable, shall conclusively be deemed to result in the waiver by Tenant of its rights to terminate this Lease pursuant to this Lease.

13. CASUALTY.

A. If the Premises or the Building is damaged or destroyed by fire or any casualty, Tenant shall, subject to the terms of this Section 13, promptly after receipt of insurance proceeds, commence and diligently pursue to completion the repair of such damage so that the Premises and the Building are restored to a condition of similar quality, character and utility. Insurance proceeds shall be made available to Tenant for purposes of reconstruction; provided, Tenant shall not be excused from its obligations to rebuild in the event Tenant has failed to maintain the insurance coverage required herein. There shall be no abatement of Rent due to any casualty, unless such casualty results from the negligence or willful misconduct of Landlord or its employees, agents or contractors.

B. If any damage or destruction occurs to the Premises or the Building during the last year of the Initial Term or any Extension Term and the cost to repair the damage exceeds Fifty Thousand Dollars (\$50,000.00), either Landlord or Tenant may terminate the Lease upon giving the other party thirty (30) days written notice; provided, however, that if Landlord notifies Tenant that it wishes to terminate the Lease, then Tenant may, if it has not already done so, exercise its right to extend the Term of this Lease under Section 2(D) whereupon Landlord's election to terminate shall be null and void.

C. In the event Tenant does not reconstruct or repair the damage to the Premises or Building as contemplated in subsection (B) above, Landlord shall receive all insurance proceeds with respect to the Property and Building (but not Tenant's Property).

D. Notwithstanding anything to the contrary contained herein, in the event of an insured casualty in which Tenant reconstructs or repairs the damage to the Premises or Building as contemplated in subsection (A) above, Tenant shall receive all insurance proceeds with respect to the Property and Building, which proceeds shall be held in escrow and used solely for the payment of the restoration. Further, Tenant's obligations to reconstruct the Premises and the Building shall not exceed the amount of insurance proceeds and Tenant's deductible; provided that once Tenant commences such reconstruction, Tenant shall complete such reconstruction at least to the extent that a shell certificate of completion will be issued to Tenant by the applicable governmental authority.

14. CONDEMNATION.

A. If any portion of the Premises is taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said power (the act of which is herein referred to as "**condemnation**"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession of the condemned portion of the Premises (the "**Condemnation Date**"). If the entire Premises is condemned, then the Lease shall automatically terminate as of the Condemnation Date. The party who receives the condemnor's notice of

intention to take (the “**Condemnation Notice**”) shall immediately give a copy of such notice to the other party.

B. If as a result of any condemnation, a material portion of the Building, parking lot of the Premises Common Area, or the direct access drive to the adjacent public roadway is taken and, as a result thereof, the Premises is no longer reasonably suited for the conduct of Tenant’s usual business in Tenant’s reasonable business judgment, then Tenant may terminate this Lease at any time within thirty (30) days after the Condemnation Date by giving Landlord thirty (30) days written notice unless, with respect to parking or access, Landlord provides reasonable alternative parking or access to the adjacent public roadway no later than the end of such thirty (30) day period.

C. If this Lease is not terminated as to the whole Premises, (a) it shall remain in full force and effect as to the portion of the Premises remaining, provided the Fixed Rent and all other charges payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking or equitably adjusted during restoration, and (b) Tenant shall use the condemnation award to restore the Premises and the Building as soon as reasonably possible to a complete unit of the same quality, character and utility for Tenant’s purposes existing prior to the condemnation.

D. Landlord and Tenant may each pursue any condemnation award to which it is entitled by applicable law. Landlord shall have the right to make a claim for the taking of, or injury to, Landlord’s reversionary interest in the Premises and any loss of Rent and other charges during the remaining Term of the Lease. Tenant may recover from the condemning authority or from Landlord (if Tenant can show that such amount was included in Landlord’s award) that portion of any net award or payment attributable to Tenant’s Property, including without limitation, the unamortized value of improvements installed in the Premises by Tenant at Tenant’s expense based on straight-line depreciation over the Initial Term of the Lease without regard to the condemnation. Tenant may also make a claim for its moving and relocation expenses. For the purposes of this Section, a “net” award or payment shall mean the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

15. COMPLIANCE WITH LAWS.

Tenant, at its expense, shall comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over the Premises.

16. REAL ESTATE TAXES.

A. For purposes of this Lease, the phrase “**Real Estate Taxes**” means real estate taxes and assessments payable with respect to the Property that are imposed by any authority having the power to tax any legal or equitable interest of Landlord in the Property; provided, however, that assessments shall be prorated and divided into the maximum number of installments permitted by law and only the current portion shall be included in Real Estate Taxes for any Lease

Year. Notwithstanding the foregoing, Real Estate Taxes shall not include (a) any inheritance, estate, succession, transfer, gift, franchise, or capital stock tax; (b) any income taxes arising out of or related to ownership and operation of income-producing real estate; (c) any excise taxes imposed upon Landlord based upon gross or net rentals or other income received by it; or (d) assessments for improvements completed prior to the Commencement Date

B. As of the Commencement Date, Landlord represents and warrants that Landlord has paid in full all currently due Real Estate Taxes. For each Lease Year, Tenant shall pay, prior to the due date, all Real Estate Taxes directly to the taxing authority. Notwithstanding anything contained herein to the contrary, Landlord shall be responsible for any roll-back Real Estate Taxes that may be assessed during the Term. Subject to making estimated payments pursuant to Section 16(D), Tenant shall pay Real Estate Taxes only as such taxes become due and payable to the applicable governmental authority during the Term, prorated for the first and last years of the Term.

Tenant shall prepare and file all reports and returns required by law and governmental regulations with respect to any Real Estate Taxes and upon Landlord's request shall furnish copies thereof to Landlord. Tenant shall forward to Landlord within thirty (30) days of receipt by Tenant, copies of any bill or assessment respecting any Real Estate Taxes and receipts evidencing the payment of any Real Estate Taxes payable by Tenant. If Tenant fails to pay any Real Estate Taxes (or any installment thereof) when due, either directly to the taxing authority or to Landlord, as applicable, Landlord, without declaring a default hereunder, may, but shall not be obligated to, pay such Real Estate Taxes (or any installment thereof) and any amount so paid by Landlord, together with all costs and expenses incurred by Landlord in connection therewith, shall constitute additional rent hereunder and shall be paid by Tenant to Landlord on demand as described herein. Tenant's obligation to pay Real Estate Taxes which accrue during the Term following the Rent Commencement Date shall survive any termination of this Lease.

C. Tenant shall pay, prior to delinquency, all personal property taxes assessed against Tenant directly and applicable to personal property located in the Premises.

D. In the event required by Landlord's lender, Tenant agrees to pay the Real Estate Taxes to Landlord in lieu of directly to the taxing authority. Commencing on the Rent Commencement Date, for each calendar year of the Term (prorated for any calendar year falling partially within the Term), Tenant shall pay to Landlord the Real Estate Taxes as and when due and in the number of installments required by the taxing authority. Prior to the Rent Commencement Date and at least thirty (30) days prior to the beginning of each calendar year thereafter, Landlord shall furnish to Tenant a written statement setting forth the following: (a) the amount Landlord estimates will be the sum of all Real Estate Taxes for the then upcoming calendar year; and (b) a calculation of one-twelfth (1/12th) of Landlord's estimate of such Real Estate Taxes ("**Monthly Estimated Taxes**"). If required by Landlord's lender, Tenant shall pay to Landlord the Monthly Estimated Taxes beginning on the Rent Commencement Date and on the first day of every successive calendar month thereafter during the Term. Monthly Estimated Taxes for a period of less than one month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year.

E. For each calendar year of the Term during which Tenant is required to pay Monthly Estimated Taxes, Landlord shall furnish to Tenant, within sixty (60) days after the end of each calendar year, a statement in reasonable detail, including supportive documentation, setting forth (a) the actual costs for Real Estate Taxes for that year; and (b) the sum of Tenant's Monthly Estimated Taxes payments made during the year. If the sum of Tenant's Monthly Estimated Taxes payments are less than the amount of Real Estate Taxes, Tenant shall pay the deficiency to Landlord within thirty (30) days after Tenant's receipt of such statement. If the sum of Tenant's Monthly Estimated Taxes payments during the year exceeds the amount of Real Estate Taxes, Landlord shall pay the excess to Tenant at the time Landlord furnishes the statement, or, if the Term has not expired, may credit the excess toward the payments of Fixed Rent and Tenant's Monthly Estimated Taxes next falling due.

F. Tenant shall have the right to challenge, at its sole expense, the Real Estate Taxes, and Landlord agrees to provide whatever assistance Tenant may reasonably require. Upon request of Landlord, Tenant agrees to pay all Real Estate Taxes under protest or in such other manner as to preserve the right to challenge such taxes.

17. UTILITIES.

Tenant agrees to pay, as of and from the Commencement Date, all charges for telephone, electricity, water, gas, sewerage and other utilities and services used by Tenant on the Premises, which utilities shall be directly metered. Tenant shall pay all metered charges directly to the applicable utility company.

18. TENANT'S PERMITS

A. Tenant's obligations under this Lease are conditioned on Tenant obtaining all permits and/or licenses (including, but not limited to, all building permits and any State DMV approvals or licenses) that are required by applicable laws to enable Tenant to legally (a) construct Tenant's improvements to the Premises, including the Building, in accordance with Tenant's Plans; (b) install Tenant's signage on the Premises; and (c) conduct its business from the Premises (collectively, "**Tenant's Permits**"). Landlord agrees to promptly execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may reasonably require in connection with applications for the Tenant's Permits. Tenant shall submit Tenant's Plans to the applicable governmental authorities and apply for issuance of Tenant's Permits no later than sixty (60) days after the expiration of the Due Diligence Period. If Tenant fails to obtain Tenant's Permits within one hundred eighty (180) days from the expiration of the Due Diligence Period (the "**Permit Period**") or, despite Tenant's diligent, good faith efforts to obtain same, Tenant reasonably believes the Tenant's Permits will not be issued to Tenant's reasonable satisfaction during the Permit Period, Tenant shall have the option to either (i) terminate this Lease (provided that Tenant's termination shall be nullified and of no force or effect if Landlord obtains, on Tenant's behalf, such of Tenant's Permits not yet issued within thirty (30) days after the date of Landlord's receipt of such termination notice from Tenant); or (ii) extend the Permit Period for

up to three (3) additional thirty (30) day periods (during which Landlord may attempt to obtain, on Tenant's behalf, such of Tenant's Permits not yet issued); provided, if Tenant fails to elect to terminate, then the Permit Period shall be automatically extended for each such additional thirty (30) day period. If Tenant (or Landlord as applicable) fails to obtain Tenant's Permits during such third (3rd) thirty (30) day extension of the Permit Period, either party may terminate this Lease on ten (10) days' written notice to the other party given within five (5) days after the expiration of such third (3rd) thirty (30) day extension of the Permit Period, and if Tenant's Permits are not obtained prior to the end of such ten (10) day period, then this Lease shall terminate. Notwithstanding the foregoing, if Tenant does not submit Tenant's Plans to the applicable governmental authorities and apply for issuance of Tenant's Permits within sixty (60) days after the expiration of the Due Diligence Period, or timely terminate this Lease as provided above, the Permit Period shall be reduced one day for each day after such 60th day until Tenant applies for Tenant's Permits.

B. During the Permit Period, Tenant shall not be obligated to perform any work that any authority might impose on the Premises as a condition to the issuance of Tenant's Permits. If any such authority shall impose any such work, Tenant shall provide to Landlord, in reasonable detail, the scope of such work and Tenant shall have the right to terminate this Lease upon written notice to Landlord and this Lease shall terminate unless, within thirty (30) days of receipt of the scope of such work and Tenant's termination notice, Landlord notifies Tenant that Landlord elects to perform the required work, in which case Landlord shall perform such work at Landlord's expense and such termination by Tenant shall be nullified.

19. SIGNAGE.

Tenant shall be permitted to install, without limitation, a monument sign on the Property located and depicted as shown as "Sign Type B" on Exhibit B-2 (Page 2 of 2) and building signs upon, on or about the Premises, to the maximum extent permitted by law, including zoning conditions applicable to the Property (subject to Tenant obtaining approval therefor from governmental authorities having jurisdiction and subject to Landlord's approval). Notwithstanding the foregoing, Landlord hereby approves Tenant's prototypical signage attached hereto as Exhibit D-2 ("Tenant's Signage Plans").

20. DEFAULTS; REMEDIES.

A. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant: (i) The failure by Tenant to make any payment of Fixed Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after Landlord notifies Tenant (and Tenant's Leasehold Mortgagee pursuant to Section 28 hereof, if applicable) in writing of such failure; provided that Landlord will not be required to provide more than two (2) such notices in any Lease Year; (ii) The failure by Tenant to observe or perform any of the other covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than the payment of sums due hereunder, where such failure shall continue for a period of thirty (30) days

after written notice thereof from Landlord to Tenant (and Tenant's Leasehold Mortgagee pursuant to Section 28 hereof, if applicable); provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion; or (iii) the filing by Tenant of a voluntary petition in bankruptcy or insolvency, or the adjudication of Tenant as bankrupt or insolvent, or the filing by Tenant of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other statute or law, or Tenant's making an assignment for the benefit of creditors or Tenant's requesting or consenting to the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of Tenant's property.

B. In the event such default continues beyond the notice and grace period provided herein for the cure thereof, Landlord may, in accordance with procedures required by law, pursue all or any remedies to which Landlord is entitled at law or in equity, including any of the following remedies: (i) Landlord may terminate Tenant's right to possession of the Premises (without terminating this Lease) by any lawful means, in which case Tenant's right to possession of the Premises shall terminate and Tenant shall surrender possession of the Premises to Landlord within ten (10) days after written notice from Landlord to Tenant. If Tenant does not timely deliver possession of the Premises, Landlord may, for and on behalf of Tenant and as Tenant's legal representative, enter upon and repossess the Premises or any part thereof by summary proceedings, eviction, dispossession, ejectment or otherwise, and may, at Tenant's sole expense, dispossess Tenant and remove Tenant and all other persons and any and all Improvements or property therefrom. Landlord shall not be liable to Tenant or to any person or entity claiming by, through or under Tenant for or by reason of any such entry, repossession or removal. No such repossession shall release Tenant from any past, present or future obligations under this Lease. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises for uses similar to Tenant's uses, and the Fixed Rent and any additional rent past due and as it becomes due hereunder through the end of the current Term expiration date (not including any subsequent renewals, which shall then be automatically terminated). Landlord shall not be responsible or liable for any failure to relet the Premises or any part hereof or for any failure to collect any rent due upon any such reletting, nor shall Landlord, for any reason, be held to a duty, under any provision of this Lease, to mitigate Landlord's damages. No repossession of the Premises by Landlord shall be construed as an election to terminate this Lease and the Term herein demised unless, in conjunction therewith, a written notice of termination evidencing such intention is given to Tenant as provided herein; or (ii) Landlord may terminate this Lease and recover from Tenant all damages Landlord has incurred by reason of Tenant's default and to which Landlord is entitled under the law of the State of Georgia, except for any right to accelerate the rent for the remainder of the Term; provided, that Landlord shall be entitled to an amount which, at the date of such termination, represents the sum of (a) the present value (computed using an annual discount rate of five percent (5%)) of the full amount of Fixed Rent and additional rent which would have been

payable to Landlord by Tenant for the balance of the Term remaining from and after the date of termination to the date set for the normal expiration of the Term, over the fair rental value of the Premises for the corresponding period of time, plus (b) the costs of recovering the Premises, and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, actual and reasonable attorneys' fees, plus (c) the unpaid Fixed Rent and additional rent as of the date of termination, plus Interest (as defined below), all of which excess sum shall be deemed immediately due and payable. Notwithstanding the foregoing, in no event shall Landlord sue Tenant for consequential, special, punitive or treble damages.

C. In addition, if Tenant shall default in the performance of any covenants on Tenant's part to be performed under this Lease beyond the applicable notice and cure period provided herein for the cure thereof, Landlord may immediately, or at any time thereafter, without additional notice, and without thereby waiving such default, perform the same for the account of Tenant and at the expense of Tenant. Any sum of money (other than Fixed Rent) accruing from Tenant to Landlord pursuant to any provisions of this Lease, may, at Landlord's option, be deemed additional rent, and Landlord shall have the same remedies for Tenant's failure to pay any item of additional rent when due as for Tenant's failure to pay any installment of Fixed Rent when due. Tenant's obligations under this Section 20(C) shall survive the expiration or sooner termination of the Term. In any case in which the Fixed Rent, additional rent or other charge is not paid within seven (7) days after written notice given after same is due, Tenant shall pay interest on such amount from the due date of such amount until the payment date of such amount at a rate equal to fifteen (15%) percent per annum but not greater than the maximum interest rate permitted by applicable law ("**Interest**"). The payment of Interest shall not constitute a waiver by Landlord of any default by Tenant under this Lease.

D. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (i) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion); or (ii) the failure of any representation or warranty to be true when deemed given hereunder. In the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and demand reimbursement from Landlord for the reasonable and verifiable costs thereof (including attorneys' fees) incurred by Tenant, and, if same is not reimbursed within ten (10) days after Landlord's receipt of such demand, Tenant may deduct the costs thereof (including reasonable attorneys' fees actually incurred) from the installments of Fixed Rent next falling due; provided, however, in no event may Tenant deduct or offset more than fifty percent (50%) of any monthly installment of Fixed Rent, or (b) to pursue the remedy of specific performance. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate Tenant to perform Landlord's repair

obligations. Notwithstanding the foregoing, in no event shall Tenant sue Landlord for consequential, special, punitive or treble damages.

21. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT.

This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust, ground lease or other instrument in the nature thereof, and any and all advances, increases, renewals, substitutions, extensions, consolidations or modifications of any of the foregoing (herein collectively called a "**Mortgage**") which may now or hereafter affect Landlord's fee and/or leasehold title to the Premises; provided that as a condition to such subordination the mortgagee, transferee, purchaser, lessor or beneficiary of such mortgagee ("**Landlord's Successor**") agrees in a written instrument ("**SNDA**") in form and substance reasonably satisfactory to Tenant, Landlord and the Landlord's Successor that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction provided Tenant is not in default of this Lease beyond applicable notice and cure periods. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect, subject to the terms of the SNDA. This subordination provision shall be self-operative and no further instrument of subordination shall be required by any mortgagee or lender other than the SNDA. Tenant shall within twenty (20) days of request execute, acknowledge and deliver to Landlord's Successor the following: (i) such certificate or certificates that may be reasonably requested by Landlord or such holder to evidence the subordination of this Lease to such Mortgage; (ii) such certificate or certificates that may be reasonably requested by Landlord or such holder to make this Lease superior to the lien of any such Mortgages; and (iii) such attornment agreements as may be reasonably requested by the Landlord's Successor. If the Landlord's Successor shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, Tenant shall, pursuant to the terms of the SNDA, attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Tenant hereby acknowledges and agrees that the form of SNDA attached hereto as Exhibit H is, in form and substance, satisfactory to Tenant.

22. ESTOPPEL CERTIFICATES.

Landlord and Tenant shall, upon not less than twenty (20) days prior written notice from the other, execute, acknowledge and deliver to the other or its designee(s), a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (ii) stating the date to which the Fixed Rent and other charges are paid and the amount of any security deposit held by Landlord, if any; (iii) acknowledging that there are not, to the actual knowledge of the person executing such certificate, any uncured defaults on the part of Landlord or Tenant hereunder, or specifying such defaults, if any, which are claimed; and (iv) any other information reasonably requested by Landlord's mortgagee or prospective purchaser. Any such statement may be conclusively relied upon by any prospective purchaser or mortgagee of the

Premises or this Lease. Tenant hereby acknowledges and agrees that the form of estoppel certificate attached hereto as Exhibit I is, in form and substance, satisfactory to Tenant.

23. REPRESENTATIONS.

Landlord represents and warrants to Tenant that (i) as of the Commencement Date, subject and pursuant to Section 1 (C) hereof, Landlord intends to own and hold fee simple title in and to the Premises, (ii) as of the Commencement Date, Landlord intends that the Premises is a subdivided and distinct tax map parcel, (iii) as of the date hereof, to Landlord's actual knowledge, there are no pending condemnation plans, proposed tax assessments or such other materially adverse conditions relating to the Premises, (iv) as of the date hereof and as of the Commencement Date, the Premises is vacant and free and clear of any leases and/or tenancies, (v) as of the date hereof and as of the Commencement Date, there are no encumbrances, liens, agreements, covenants in effect that would prohibit Tenant from operating as an Auto Center, and (vi) as of the date hereof and as of the Commencement Date, except for a fully executed Waiver Agreement in the form attached hereto as Exhibit J, there will be no additional signatories or consents required to make this Lease binding and fully enforceable. The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title of the Premises.

24. ACCESS.

A. Landlord and Landlord's agents shall have the right to enter the Premises upon forty-eight (48) hours prior notice for the purpose of inspecting the same, showing the same to prospective purchasers or lenders, and during the last twelve (12) months of the Term, to prospective tenants. When entering the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to Tenant's personnel immediately upon entering the Premises, and (ii) shall not, in any way, materially or unreasonably affect, interrupt or interfere with Tenant's use, business or operations on the Premises or obstruct the visibility of or access to the Premises. In the event of substantial, material or unreasonable interference, the Fixed Rent and additional rent all shall be equitably abated if the interference continues for more than seventy-two (72) hours.

B. Notwithstanding anything contained in this Lease to the contrary, unless required by law or depicted on Exhibit B-1 or Exhibit B-2, or depicted on the Landscape Plan depicted on Exhibit M attached hereto, in no event shall Landlord install or permit to be installed any improvements, obstructions, structures, trees or landscaping which would materially and adversely change access to or visibility of the Premises, in each case without Tenant's prior consent, which shall not be unreasonably withheld, in the area marked on the Site Plan as "**NO BUILD AREA**".

25. BROKER.

Landlord and Tenant each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any broker or person entitled to

claim a commission or leasing fees, except Fuqua Brokerage LLC, representing Landlord, and Franklin Street Real Estate Services, LLC, representing Tenant (the “**Tenant Broker**”). Landlord and Tenant each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including, without limitation, reasonable attorneys’ fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt. Landlord shall pay the Tenant Broker pursuant to a separate agreement.

26. QUIET ENJOYMENT.

Without limiting any rights Tenant may have by statute or common law, Landlord covenants and agrees that, so long as this Lease is in full force and effect, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without disturbance by Landlord or by any person claiming through or under Landlord, subject, in all events, to Tenant not being in default hereunder beyond any applicable notice and cure periods. During the Term of this Lease, Tenant shall have the exclusive right to use all portions of the Premises, interior and exterior, subject, however, to Landlord’s rights under this Lease, and the terms of the REA and the Outparcel Declaration.

27. NOTICES.

Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent either by (a) United States mail, certified, return receipt requested, postage prepaid, or (b) by overnight courier service providing for written evidence of delivery, addressed at the addresses set forth below or at such address as either party may advise the other from time to time.

To Landlord at: Fuqua BCDC Villa Rica Project Owner, LLC
c/o Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Road NE, Suite 800
Atlanta, Georgia 30305
Attn: Jeff Fuqua and Heather Correa
Email: jeff.fuqua@fuquadev.com;
heather.correa@fuquadev.com

with a copy to: Fuqua BCDC Villa Rica Project Owner, LLC
c/o Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Road NE, Suite 800
Atlanta, Georgia 30305
Attn: Jim Ackerman, Esq., General Counsel
Email: jim.ackerman@fuquadev.com

To Tenant at: Mavis Southeast LLC
358 Saw Mill River Road
Millwood, New York 10546
Attn: David J, Sorbaro, Co-CEO

Mavis Southeast LLC
358 Saw Mill River Road
Millwood, New York 10546
Attn: Anthony Suggs
Email: asuggs@mavistire.com

Mavis Southeast LLC
358 Saw Mill River Road
Millwood, New York 10546
Attn: Real Estate/Lease Administration

with a copy to: Bullard Law Group, PLLC
201 Old Country Road, Suite 120
Melville, New York 11747
Attn: Edward J. Bullard Jr., Esq.
Phone: (516) 368 – 8830
Email: ebullard@bullardpllc.com

In addition, Landlord shall send to Tenant's Leasehold Mortgagee a copy of any notice sent to Tenant if such Leasehold Mortgagee is entitled to a copy of such notice pursuant to Section 28 below. Notices may also be sent via email provided a copy is contemporaneously sent by one of the other methods set forth above. Notices given hereunder shall be deemed to have been given on the date of delivery (or the first business day thereafter if delivered on a non-business day) by overnight courier or via email or three (3) business days after the date of mailing.

28. RIGHT TO MORTGAGE LEASEHOLD.

Tenant shall have the right to mortgage its leasehold interest in the Premises (“**Leasehold Mortgage**”); provided that Landlord's right, title and interest herein and in the Premises shall not be subordinated to the lien, priority and security title of any such encumbrance of this Lease or the interest of Tenant hereunder as security for any indebtedness Tenant may assume and Landlord's right to receive Fixed Rent and additional rent hereunder shall have priority over any and all rights of any holder of a Leasehold Mortgage. Upon execution and recordation of any such Leasehold Mortgage, the Landlord shall be furnished with the address to which Tenant desires copies of default notices to be mailed. The Tenant shall require any holder of a Leasehold Mortgage (“**Leasehold Mortgagee**”) to notify the Landlord of any default on the part of the Tenant under the terms and provisions of any such Leasehold Mortgage.

Provided Landlord shall have been provided notice of the Leasehold Mortgage and the name and address of the Leasehold Mortgagee, upon the occurrence of any default by Tenant under this Lease, Landlord shall give notice of such default to the Leasehold Mortgagee who shall have the right (but not the obligation) to cure such default on Tenant's behalf within the time frame provided for cure by Tenant. The failure by Tenant or any Leasehold Mortgagee to timely cure any such default shall entitle Landlord to avail itself of any and all remedies provided in this Lease or otherwise.

29. TITLE EXAMINATION.

Tenant shall have the right to review Landlord's title commitment or title policy, as applicable, together with full copies of all documents which create exceptions to title set forth therein, including, but not limited to, covenants, conditions, restrictions, reservations, easements, rights and rights of way of record. Tenant shall have until the later of (i) the thirtieth (30th) day of the Due Diligence Period and (ii) fifteen (15) days after Tenant's receipt of a copy of Landlord's title commitment or title policy, as applicable, pursuant to Section 12 (D) hereof, within which to notify the Landlord of Tenant's objections to any exceptions to title thus disclosed to Tenant and of any other objections by Tenant to exceptions to title discovered by Tenant. Landlord shall have thirty (30) days following the date of Landlord's receipt of Tenant's said notice of objections to title exceptions, in which it may attempt, without obligation, to eliminate the exceptions to title that are objected to in Tenant's said notice. If Landlord chooses not to eliminate the exceptions or is unable to eliminate the same within such thirty (30) day period, Landlord shall provide Tenant with written notice of such circumstance. If any of the exceptions to title objected to by Tenant are not eliminated within such 30-day period, or if Landlord notifies Tenant during such 30-day period that Landlord has elected not to cure any of such objections, then Tenant, within five (5) days after the expiration of such 30-day period or the date of such notice from Landlord, whichever is earlier (i) may elect to terminate this Lease, or (ii) may withdraw its objections and continue this Lease without modification subject to such conditions. Should Tenant fail to terminate this Lease pursuant to (i) above, subject to Landlord's agreement that the exception is reasonably curable, Tenant may work to remedy the objection, and Landlord shall, at no cost to Landlord, reasonably cooperate with Tenant to assist in remedying the objection(s) and do such further acts and deeds, at no cost to Landlord, as may be reasonably necessary to carry out the purposes of the herein Section. Should Tenant elect to terminate this Lease under (i) above, Tenant shall be required to give written notice to Landlord of such election to terminate within such 5 -day period. Tenant's failure to timely give such written notice of termination shall be deemed a waiver of such termination right and a withdrawal of its objections, in which case this Lease shall continue without modification and subject to such conditions.

30. RIGHT OF FIRST OFFER.

Landlord hereby grants to Tenant a right of first offer with respect to the purchase of the Property. If Landlord elects to market the Property as a "stand-alone" (meaning no property other than the Property is included) sale to an unaffiliated third-party purchaser, Landlord shall draft a bona fide offer ("**BFO**") to sell the Property and, before marketing the Property to the

general public, Landlord shall give Tenant a notice of Landlord's intent to market the Property for sale and a copy of the BFO, which notice ("**Landlord's Offer**") shall constitute an offer to sell the Property on the terms of the BFO. Landlord's Offer shall state the amount of the purchase price and such other conditions and contingencies to which such offer is subject. Not more than twenty (20) days following receipt of Landlord's Offer, Tenant shall give Landlord written notice accepting Landlord's Offer or rejecting it. Tenant's failure to respond within the foregoing time period shall be deemed to be Tenant's rejection of Landlord's Offer and waiver of the right of first offer with respect to the BFO. If Tenant accepts Landlord's Offer, closing shall occur within sixty (60) days after the date of such acceptance. If Tenant neither accepts nor rejects Landlord's Offer within said twenty (20) days, Tenant will be deemed to have rejected Landlord's Offer. If Tenant rejects, or is deemed to have rejected, Landlord's Offer, Landlord shall be free to market and to sell the Property to any other third-party purchaser on terms in material accordance with the terms of the BFO (for example, an amendment to the BFO to reduce the purchase price of the Property thereunder to an amount that is no more than five percent (5%) of the total purchase price set forth in the original BFO shall be deemed to be in material accordance with the terms of the original BFO), at any time within nine (9) months following the date of Landlord's receipt of Tenant's rejection (or following the date of such deemed rejection, if later) of Landlord's Offer. If Landlord shall not consummate such sale in material accordance with the terms of the BFO within such nine (9) month period, then the right of first offer shall be reinstated and shall continue in force and effect. Notwithstanding anything contained herein to the contrary, in the event Tenant exercises its right of first offer but subsequently fails to close within the time period set forth above, then this right of first offer shall be no longer in effect and not applicable to any future sale of the Property by Landlord. If any BFO shall apply to part, rather than the whole, of the Property, the provisions of this Section shall be applied to such BFO, mutatis mutandis, as fully as if the BFO had applied to the entire Property and the provisions of this Section shall continue in effect with respect to the balance of the Property. If Tenant accepts Landlord's Offer, then, on the closing date, Landlord shall deliver the limited warranty deed conveying the Property or such part thereof as was offered for sale to Tenant as provided herein, and Tenant shall pay Landlord the price specified in Landlord's Offer in all cash at closing, and each of the parties shall otherwise comply with the terms of the BFO.

31. MISCELLANEOUS.

A. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing and executed on behalf of Landlord or Tenant by the person to whom notices are to be addressed. Whenever the right of approval or consent is given to a party pursuant to this Lease, that party shall not unreasonably withhold, condition or delay its consent unless this Lease expressly provides otherwise.

B. Should Tenant remain in possession of the Premises after the expiration or other termination of the Term of this Lease, it shall be a tenant at will, at a rental equal to one hundred twenty-five percent (125%) of the Fixed Rent hereunder, plus one hundred percent

(100%) of the additional rent payable by Tenant hereunder, and otherwise on the same terms and conditions as herein provided. Nothing herein shall be construed as constituting Landlord's consent or approval to any such hold-over, nor operate to preclude or inhibit the exercise by Landlord of all of its rights and remedies hereunder or available under applicable law to dispossess or evict Tenant. There shall be no renewal of this Lease by operation of law.

C. **Force Majeure**" shall mean delays caused by any governmental or quasi-governmental entity; shortages of materials, natural resources or labor; fire; catastrophe; labor strikes; civil commotion; riots; war; inclement weather or other similar reasons not the fault of the performing party; acts of terrorism; acts of God; governmental shutdowns, prohibitions or regulations and/or governmental delays including administrative delays in issuing or obtaining building permits, demolition permits or otherwise; delays due to environmental issues related to the demolition and/or construction of the Retail Development; delays in obtaining materials, supplies or labor through ordinary sources; or any and all other extraordinary causes not the fault of the performing party. However, the provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required by the terms of this Lease and shall not operate to delay or extend the Term. If an event of Force Majeure occurs, neither party shall have any liability to the other for non-performance of the affected provision of this Lease within the time frame originally provided in this Lease and, provided the party claiming Force Majeure notifies the other party within thirty (30) days of the occurrence of the Force Majeure event, the period of time Landlord or Tenant has for performance as provided in this Lease shall be extended one day for each day performance is delayed by such event of Force Majeure.

D. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

E. Each of Landlord and Tenant hereby represents and warrants that this Lease has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

F. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

G. This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification. Landlord specifically acknowledges that Tenant's employees at the Premises do not have authority to modify the Lease or to waive Tenant's rights hereunder.

H. Landlord or Tenant may record a short form or memorandum of Lease at its own expense. At Tenant's request, the parties shall execute a memorandum of Lease in recordable form giving notice of such non-monetary terms as Tenant may reasonably request, including

Tenant's protected use and renewal option rights. If Tenant records a short form or memorandum of Lease as provided herein, upon termination or expiration of this Lease, Tenant shall, at its sole expense, remove such recorded short form or memorandum from title records.

I. Whenever in this Lease a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end upon a Saturday, Sunday or legal holiday, such period shall be deemed to end upon the next day following which is not a Saturday, Sunday or legal holiday.

J. Except where otherwise expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

K. The Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the state where the Premises is located.

L. Concurrently with and as inducement for Landlord to enter into this Lease, Tenant's affiliate, Mavis Tire Express Services TopCo Corp. ("**Guarantor**"), shall execute and deliver to Landlord a Guaranty of this Lease in the form attached hereto as Exhibit G (the "**Guaranty**").

M. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, IF LANDLORD SHALL BREACH ANY COVENANT OR OBLIGATION ON ITS PART TO BE PERFORMED HEREUNDER OR SHALL OTHERWISE INCUR ANY LIABILITY FOR DAMAGES HEREUNDER AND AS A CONSEQUENCE THEREOF TENANT OR ITS SUCCESSORS AND ASSIGNS, SHALL RECOVER A MONEY JUDGMENT AGAINST LANDLORD, SUCH JUDGMENT SHALL (SUBJECT TO THE RIGHTS OF ANY MORTGAGEE OR DEED TO SECURE DEBT HOLDER WHOSE TITLE OR LIEN PREDATES THE FILING OF THE COMPLAINT WHICH RESULTS IN SUCH JUDGMENT) BE ENFORCED AGAINST AND SATISFIED ONLY OUT OF LANDLORD'S INTEREST IN THE PREMISES.

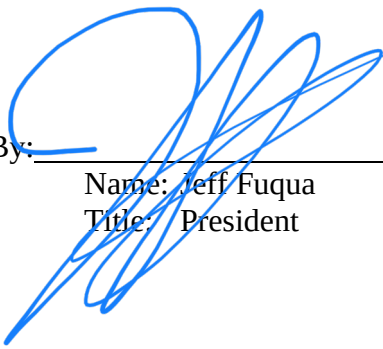
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

TENANT:

FUQUA BCDC VILLA RICA
PROJECT OWNER, LLC

MAVIS SOUTHEAST LLC

By: 

Name: Jeff Fuqua
Title: President

By: _____

Name: David J. Sorbaro
Title: Co-CEO

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

TENANT:

FUQUA BCDC VILLA RICA
PROJECT OWNER, LLC

MAVIS SOUTHEAST LLC

By: _____
Name: Jeff Fuqua
Title: President

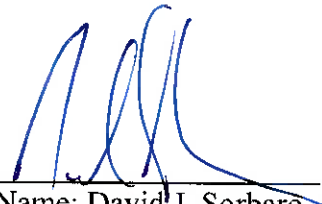
By:  _____
Name: David J. Sorbaro
Title: Co-CEO

EXHIBIT A

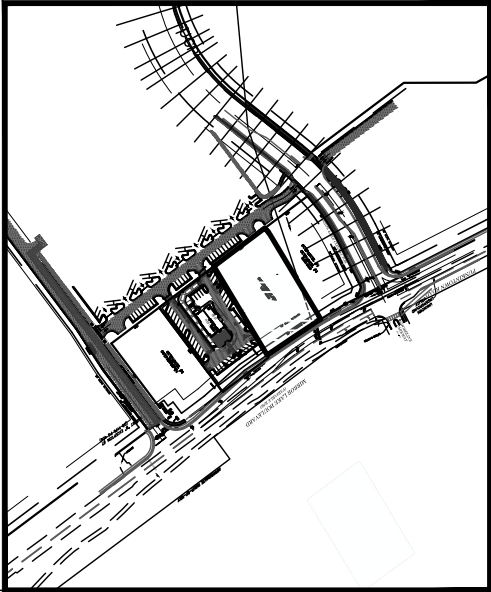
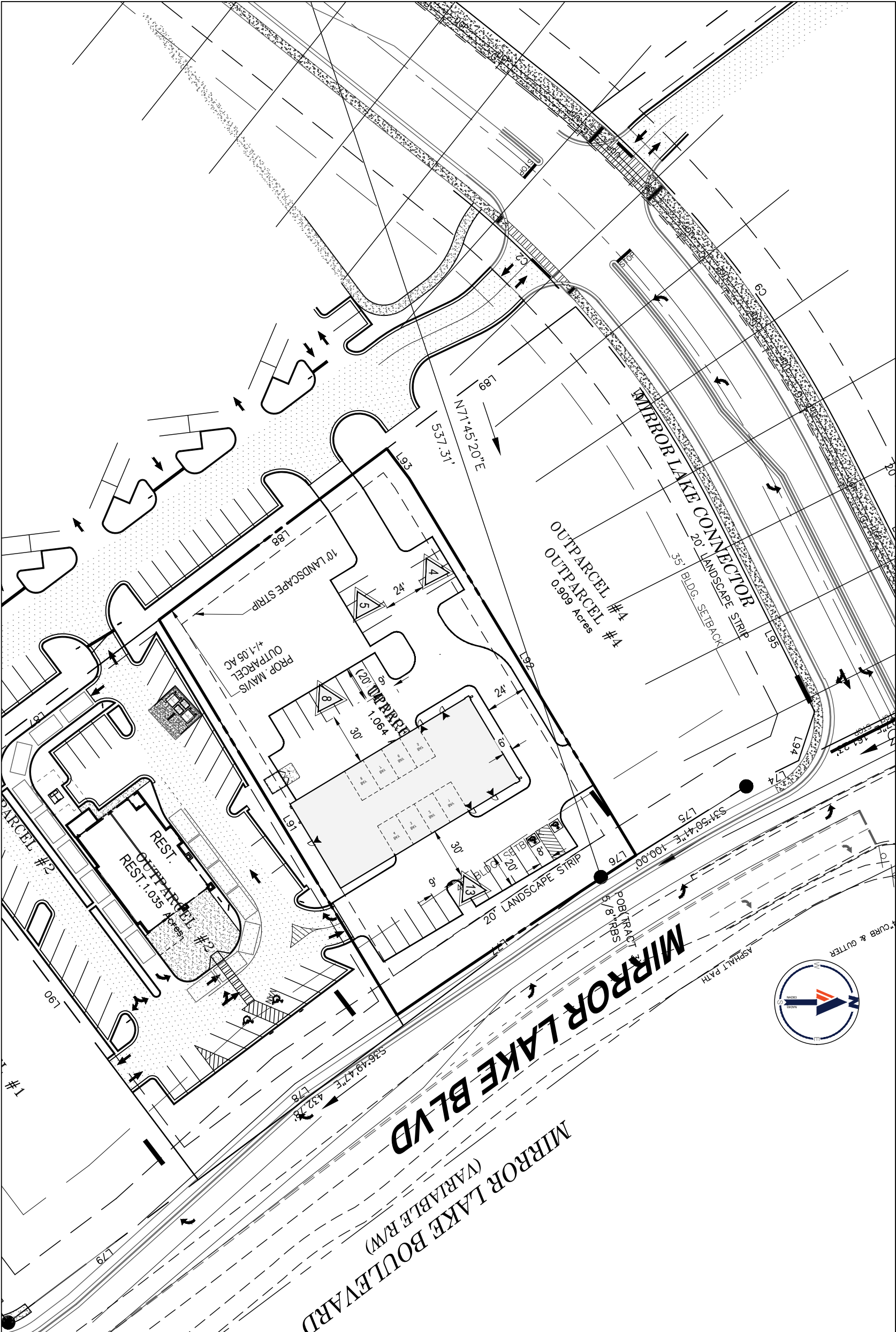
LEGAL DESCRIPTION OF THE PROPERTY

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, and being more particularly described as follows:

Outparcel 3 as shown on that certain Reconfiguration Plat of Mirror Lake Boulevard for Fuqua Development, LP recorded in Plat Book 108, Page 475, Carroll County, Georgia records.

EXHIBIT B-1

SITE PLAN OF PREMISES



OVERALL DEVELOPMENT MAP

SCALE: 1" = 50'
REFERENCE: NEARMAP

CONCEPT PLAN NOTES

1. THIS CONCEPT WAS PREPARED STRICTLY AND SOLELY BASED UPON INFORMATION IDENTIFIED IN THE PLAN REFERENCES LISTED HEREIN. THE CLIENT'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
2. PREFERENCES AND GUIDANCE DICTATED AND IDENTIFIED SOLELY BY THE CLIENT. THE FEASIBILITY OF THE PROJECT IS BASED UPON THE INFORMATION PROVIDED BY THE CLIENT. THE FEASIBILITY OF THE PROJECT IS BASED UPON THE INFORMATION PROVIDED BY THE CLIENT. THE FEASIBILITY OF THE PROJECT IS BASED UPON THE INFORMATION PROVIDED BY THE CLIENT.
3. THIS CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED TO BE UTILIZED AS A ZONING OR CONSTRUCTION DOCUMENT.
4. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS PROVIDED TO THE ENGINEER BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THE INFORMATION TO BE ACCURATE. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THE INFORMATION TO BE ACCURATE.
5. IT IS STRONGLY RECOMMENDED THAT A ZONING CONFORMANCE ANALYSIS BE PERFORMED TO DETERMINE IF THE PROJECT IS IN COMPLIANCE WITH THE ZONING REGULATIONS OF THE JURISDICTION. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THE INFORMATION TO BE ACCURATE.

BOHLER

211 PERIMETER CENTER PKWY NE,
SUITE 425

ATLANTA, GEORGIA 30346

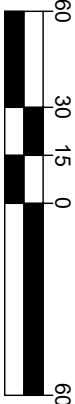
Phone: (678) 695-6800

GA@BohlerEng.com

PROPOSED MAVIS TIRES AND BRAKES



VILLA RICA, GA 30180 | PLAN REV. A-3



RETAIL DEVELOPMENT SITE PLAN

(1 OF 2)

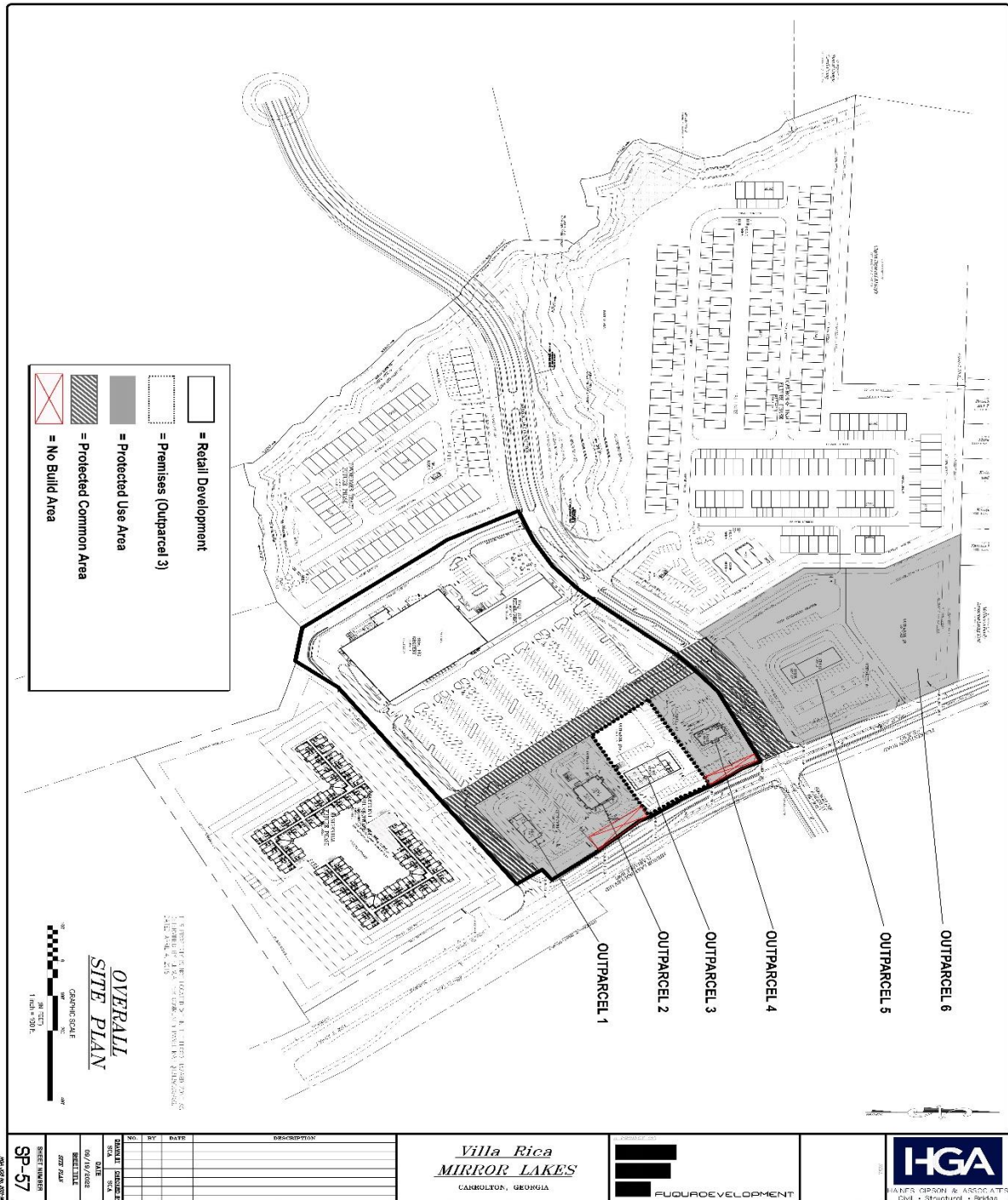


EXHIBIT B-2

RETAIL DEVELOPMENT SITE PLAN
(2 OF 2)

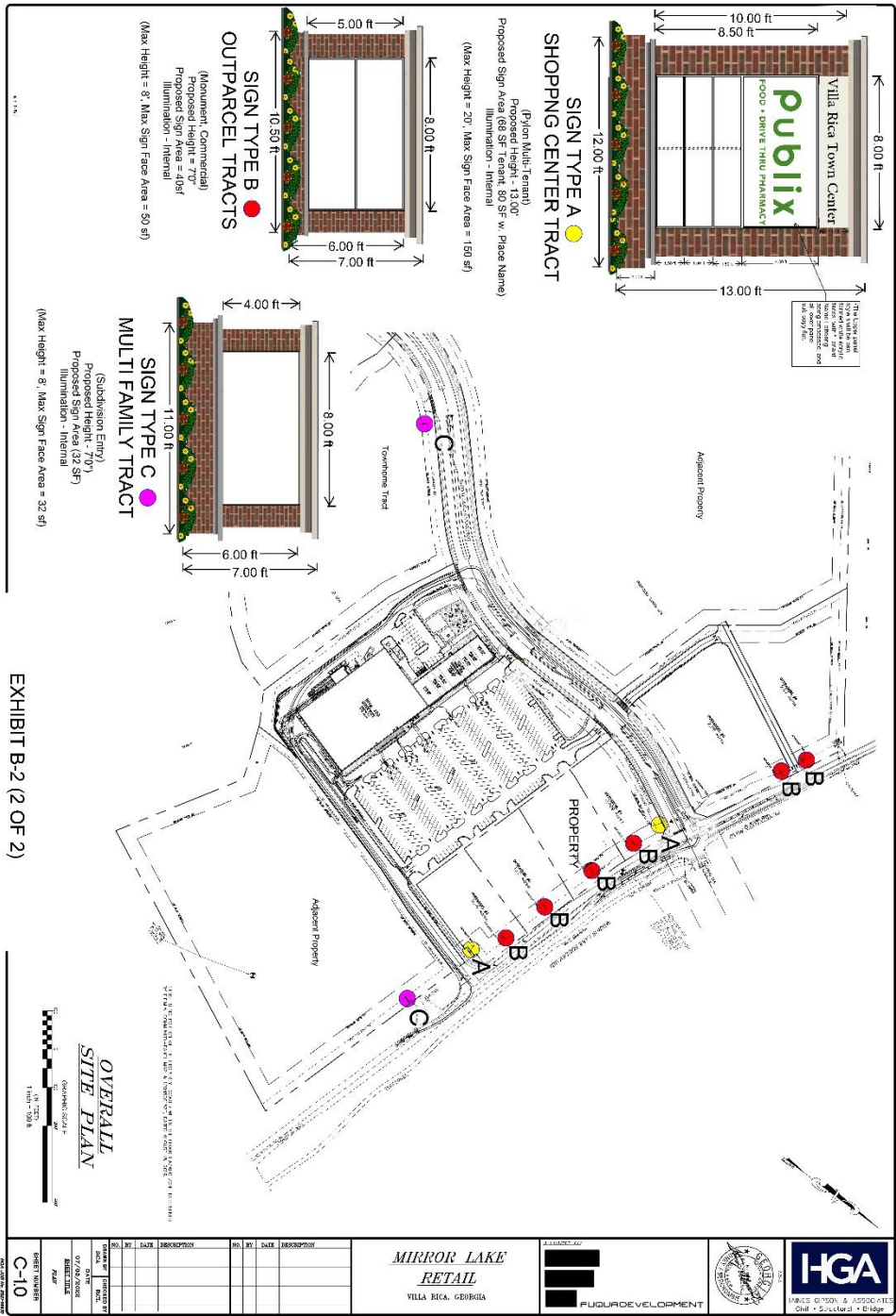


EXHIBIT C

AGREEMENT SETTING LEASE TERMS

Supplement to Lease dated November _____, 2022 between FUQUA BCDC VILLA RICA PROJECT OWNER, LLC, a Georgia limited liability company, and its successors and assigns (hereinafter referred to as “**Landlord**”) and MAVIS SOUTHEAST LLC, a Delaware limited liability company (hereinafter referred to as “**Tenant**”) in the Premises located within the Mirror Lakes retail development located on Mirror Lakes Boulevard, Villa Rica, Georgia. Pursuant to the provisions of Sections 2 and 3 of the Lease, the parties hereby confirm the following:

1. The Commencement Date of the Lease Term is _____.
2. The Rent Commencement Date of the Lease is _____.
3. The Initial Term of the Lease ends on _____.
4. The Fixed Rent payable during the Term is:

<u>Period (Lease Year):</u>	<u>Annual Fixed Rent:</u>	<u>Monthly Installments of Fixed Rent:</u>
1 through 5	██████████	██████████
6 through 10	██████████	██████████
11 through 15	██████████	██████████
16 through 20	██████████	██████████
<u>Extension Terms:</u>		
21 through 25	██████████	██████████
26 through 30	██████████	██████████
31 through 35	██████████	██████████

LANDLORD:

**FUQUA BCDC VILLA RICA PROJECT
OWNER, LLC**

By: _____
Name: Jeff Fuqua
Its: President

TENANT:

MAVIS SOUTHEAST LLC

By: _____
Name: David J. Sorbaro
Its: Co-CEO



TENANT'S SIGNAGE PLANS

[illegible]

EXHIBIT E

LANDLORD CONTACT INFORMATION FORM AND W-9 REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION FORM



Landlord Contact Information Form
Mavis Tire Supply, LLC
358 Saw Mill River Road, Millwood, NY 10546

It is necessary for us to have contact information on file for when we need to contact you regarding the premises. Please fill out the information below.

*** Please include a W-9**

Store #: _____

Store Address: _____

Parcel #/Account #/Block & Lot: _____

Taxes Paid To: ☐ Landlord ☐ Municipality/ ☐ Included in
(check one) Reimbursement Taxing Authority Monthly CAM

***Provide copy of R/E tax bill and change mailing address where necessary to:
Mavis Tire Supply, LLC, Attention: Lease Administration, 358 Saw Mill River Road, Millwood, NY 10546**

Primary Contact/Property Manager Information

Property Manager Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

In Case of Emergency Notification at the Property

Emergency Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

Billing Contact & Address for Rent Payments

Billing Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

EXHIBIT F

LANDLORD'S WORK

Entitlements

1. Zoning - Landlord shall convey the Property zoned C-2 (Commercial-Medium Density). Tenant shall be responsible for confirming that its proposed use is permitted under the Zoning, for applying for any required conditional use approvals/variances, and for obtaining any required specific 'Site Plan Approval' for its proposed use/development.
2. Land Development - Landlord shall obtain applicable permits (i.e., Land Development Permit) necessary for the development and delivery of the Property to Tenant in the condition described herein (i.e., a graded pad with access and utilities).
3. Survey/Plat – Landlord to provide Tenant with a line and bearing depiction/description of the Property derived from Landlord's ALTA survey. Landlord to separately Plat the Property if required for legal conveyance or if required as a condition of permitting.

Site Preparation / Earthwork

4. Landlord shall clear and grub the site and demolish/remove any existing improvements located within the Property.
5. The Outparcel shall be rough graded to +/- 0.2' of the elevations indicated on Landlord's Preliminary Grading Plan.
6. Mass earthwork (cutting/filling) shall be performed in accordance with Landlord's Geotechnical Report recommendations and requirements.
7. If present, mass rock within the Property will be removed to 4'0" below rough grade elevation within the Building Footprint and in anticipated utility installation corridors. Mass rock will be removed to 3' below anticipated finished grades in all other areas (e.g., asphalt, landscaped).

Stormwater / Drainage

8. A drainage outfall pipe shall be provided to within 5' of the Property line for connection to by Tenant. Tenant shall provide all stormwater management systems for the Outparcel (including detention and water quality pretreatment, etc.), as required for the parcel by the local permitting authority.

Water and Sewer

9. Landlord shall provide a minimum 6" sanitary sewer lateral stubbed to within 5' of the Outparcel boundary in the location depicted on Landlord's Preliminary Utility Plan.
10. Landlord shall provide a code minimum sized water main stubbed to within 5' of the Outparcel boundary in the location depicted on Landlord's Preliminary Utility Plan. Connection to, and tapping of, the main line as well as installation of

backflow prevention devices, meter boxes and meters for Outparcel water services to be by Tenant.

11. All additional water/sewer improvements, if needed internal to the site, shall be provided by Tenant.

Franchise Utilities

12. Electric – Landlord shall coordinate with the local electric service provider to provide infrastructure for electric service to within 5’ of the Outparcel boundary (e.g., primary cabling (or underground conduits/junction boxes, if applicable), easements, utility corridor, etc.). Tenant to coordinate the ordering and placement of Tenant’s transformer, extension of electric lines/conduits to Tenant’s transformer location, and coordination of account set up/service requirements with the utility provider.
13. Phone / Data – Landlord shall coordinate with the local phone/data service provider to provide infrastructure for service to within 5’ of the Outparcel boundary (e.g., conduits/junction boxes, easements, utility corridor, etc.). Tenant to coordinate with service provider for the extension of wiring/cabling/conduits to Tenant’s proposed demarcation point, and coordination of account set up/service requirements with the utility provider.
14. Gas - Landlord shall coordinate with the local gas service provider to provide gas service infrastructure to within 5’ of the Outparcel boundary (e.g., main line installation, easements, utility corridor, etc.). Tenant to coordinate with service provider for the extension of gas lateral service lines to Tenant’s proposed riser/meter location, and coordination of account set up/service requirements with the utility provider.

Landscaping

1. Tenant shall be responsible for installation of any perimeter landscape buffer/plantings and irrigation along the public right of way abutting the Property, as required by the local permitting authority.
2. Tenant shall provide all other landscaping/irrigation within the Property.

Access

Subject to issuance of applicable governmental approvals, Landlord shall construct, or cause to be constructed, the following common access improvements as generally indicated on Landlord’s Preliminary Site Plan:

15. The proposed Mirror Lake Connector Road between Mirror Lake Boulevard and the curb cut into the Anchor Tenant rear service drive.
16. A north/south internal common access drive along the west side of the Property, with a connection to the proposed Mirror Lake Connector.
17. A right in/right out access drive extending into the project from Mirror Lake Boulevard/Punkintown Road between Outparcels 5 and 6

18. A full access drive extending into the project from Mirror Lake Boulevard/Punkintown Road located to the south of Outparcel 1.
19. Temporary graded/stoned all-weather construction access to the Outparcel shall be provided by Landlord until such time as the permanent access improvements noted above are completed.

General

1. All of Landlord's Work shall comply with all applicable laws and codes, including, without limitation, the Americans with Disabilities Act as applicable to the Common Areas. Landlord's Work shall be completed in a good a workmanlike manner.
2. Tenant shall pay for any and all connection fees, mitigation fees, development fees, and impact fees levied by the local water/sewer authority, City, County, State, or Federal jurisdiction pertaining to its use and operation.

Schedule / Phasing

Landlord shall deliver the improvements described above as follows:

3. Phase I Work - to be completed at the time of "Pad Delivery" to Tenant:
 - Site Preparation, mass grading, fine grading and pad certification by Landlord's Geotechnical Engineer
 - Stormwater outfall, water and sanitary sewer piping stubbed to within 5' of the Property and ready for connection by Tenant
 - Temporary access as described in 19 above in place to support Tenant's construction activities
4. Phase II Work – to be completed no later than 90 days after Pad Delivery
 - Franchise Utilities – Infrastructure completed to within 5' of the Property and ready for Tenant connection and activation of services.
 - Access – Such accessways as are described above in 15, 16 and 18 completed

EXHIBIT G

FORM OF GUARANTY

GUARANTY OF

MAVIS TIRE EXPRESS SERVICES TOPCO CORP.

In consideration of and as an inducement for Landlord (hereinafter defined) entering into, on the date hereof, that certain Lease Agreement dated as of _____ (the “**Lease**”) by and between Fuqua BCDC Villa Rica Project Owner, LLC, a Georgia limited liability company (“**Landlord**”) and Mavis Southeast LLC (“**Tenant**”), **MAVIS TIRE EXPRESS SERVICES TOPCO CORP.**, a Delaware corporation (hereinafter called “**Guarantor**”), guarantees to Landlord, its successors and assigns, the full and prompt payment of all Fixed Rent and additional rent and any and all other sums and charges payable by Tenant under the Lease and the full, faithful and prompt performance and observance of all the covenants, terms and conditions and agreements therein provided to be performed and observed by Tenant. Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if Tenant defaults beyond the expiration of any applicable notice and cure periods under the Lease, in the payment of any such rent or other sums or charges payable by Tenant under the Lease, or in the performance of any of the covenants, terms, conditions or agreements contained in the Lease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, its successors and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. Guarantor’s liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security and this Guaranty shall be enforceable against Guarantor without the necessity for any suit or proceeding on Landlord’s part of any kind or nature whatsoever against Tenant and without the necessity of any notice, other than as specifically provided in the Lease, of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord’s intention to act in reliance hereon or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives (provided that if the Lease is assigned to a third party, Guarantor shall receive copies of all notices delivered to the Tenant under the Lease); and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no wise be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease.

The liability of Guarantor shall continue during the entire term of the Lease and any renewals or extensions of the Lease set forth in the Lease. Guarantor’s liability shall continue even if the Lease is assigned or the Premises are sublet; provided, however, by accepting this Guaranty, Landlord agrees that if in connection with an assignment of the Lease the assignee assuming the terms, conditions and obligations of the Tenant, or an “Affiliate” (as hereinafter defined) of the

assignee or principal(s) of the assignee who executes and delivers a guaranty of the Lease in the form of this Guaranty, meets the release criterion for Tenant set forth in Section 11(B) (i) of the Lease, and the assignee meets the release criterion set forth in Section 11 (B) (ii) of the Lease, and provided Tenant is not in default of the Lease beyond all applicable notice and cure periods, then, in such case Landlord shall release Guarantor from this Guaranty from and after the effective date of such assignment (the “**Guarantor Release Conditions**”). Notwithstanding anything contained herein to the contrary, in the event of an assignment of the Lease by Tenant where the Guarantor Release Conditions are not satisfied and therefore Guarantor is not released as provided above, and afterwards Landlord enters into an agreement modifying or amending the Lease, Guarantor’s obligations shall not include any increased obligations contained in such amendment or modification, but shall continue to include those obligations which existed prior to the date of such amendment or modification, as if such amendment or modification had not been made. The foregoing limitation shall not apply to amendments or modifications of the Lease entered into with Tenant. For the purposes of the Lease and this Guaranty, the term “affiliate” or “Affiliate” shall mean an entity directly or indirectly controlled by, directly or indirectly controlling or directly or indirectly under common control with Tenant, Landlord or a proposed assignee of the Lease as provided in Section 11(B) thereof, as applicable.

Landlord agrees that in the event the Guarantor Release Conditions are not satisfied on the date of the proposed assignment, Guarantor may still be released on a future date so long as the following conditions are satisfied: (1) Guarantor delivers to Landlord reasonable written evidence that the Guarantor Release Conditions have been satisfied for four (4) consecutive quarters, and (2) Landlord executes a written release, which shall not be unreasonably delayed, following Landlord’s approval of written evidence that the Guarantor Release Conditions have been satisfied for four (4) consecutive quarters. Guarantor shall thereafter be released from all liability accruing under this Lease from and after the date of such written release.

Within thirty (30) days after request, which request shall be made no more than one time per year, Guarantor shall certify to Landlord and/or any entity designated by Landlord that this Guaranty is in full force and effect and has not been altered, amended or modified.

Within thirty (30) days after Landlord’s written request, which shall be no more frequent than one request per twelve (12) month period and solely for purposes of Landlord obtaining a loan or the sale of the Property, and so long as Guarantor is not a publicly-traded company, Guarantor shall furnish to Landlord, Guarantor’s most recent annual financial statements (audited, if available) for the prior fiscal year then ended, including a balance sheet and income statement, prepared in accordance with generally accepted accounting principles consistently applied and certified by an officer of Guarantor to be true and correct. All such financial statements shall be kept in confidence by Landlord provided, however, Landlord may disclose such financial statements to Landlord’s lenders, attorneys, accountants and/or other consultants advising Landlord with respect to such sale, mortgage and/or refinance and to prospective purchasers of the Property. If requested by Tenant, Landlord and any lender or purchaser shall execute and deliver Guarantor’s standard non-disclosure agreement, in form and substance reasonably acceptable to Landlord and any such lender or purchaser, prior to the delivery of financial statements.

Guarantor represents and warrants to Landlord that: (i) the execution and delivery of this Guaranty has been duly authorized by Guarantor; and (ii) Tenant is a direct or indirect subsidiary of Guarantor.

Notices to Guarantor given pursuant to the provisions of this Guaranty or the Lease shall be in writing and shall be given by (i) mailing the same by certified mail, return receipt requested, or (ii) reputable overnight courier providing for a receipt for delivery, to Guarantor at c/o Mavis Tire Supply, LLC, 358 Saw Mill River Road, Millwood, New York 10546, Attn.: Real Estate/Lease Administration, with a copy to Bullard Law Group, PLLC, 201 Old Country Road, Suite 120, Melville, New York 11747, Attn.: Edward J. Bullard Jr., Esq., or at such other address or addresses as Guarantor may hereafter designate by notice to Landlord.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed by its duly authorized representative this ____ day of _____ 2022.

MAVIS TIRE EXPRESS SERVICES TOPCO
CORP.

By: _____
Name: David J. Sorbaro
Title: Co-CEO

EXHIBIT “H”
FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated _____, 2022 (the “**Agreement**”), between **GEORGIA BANKING COMPANY**, its successors and assigns, a banking corporation organized and existing under the laws of the State of Georgia (“**Bank**”), having an office at 1776 Peachtree Street NW, Suite 300 Atlanta, Georgia 30309, and **MAVIS TIRE SUPPLY, LLC**, a Delaware limited liability company (“**Tenant**”), having an office at 358 Saw Mill River Road, Millwood, New York 10546.

BACKGROUND

A. As security for a loan made to **FUQUA BCDC VILLA RICA PROJECT OWNER, LLC** (“**Borrower**”/“**Landlord**”), Landlord has given to Bank a Mortgage and Security Agreement (the “**Security Instrument**”), constituting a lien against the Property known as “Outparcel 3” in Villa Rica Town Center, Villa Rica, Georgia (the “**Property**” and/or “**Leased Premises**”), being a portion of the property described in Exhibit “A” attached hereto and by this reference made a part hereof.

B. Tenant has entered into that Lease Agreement dated as of _____ between Tenant and Borrower, as Landlord therein, as amended (as so amended, the “**Lease**”).

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. **SUBORDINATION OF LEASE.**

The Lease is and shall be subject and subordinate to the lien of the Security Instrument and to all renewals, modifications and extensions thereof, as if the Lease had been executed and delivered after the execution, delivery and recording of the Security Instrument.

2. **ATTORNMENT.**

Tenant agrees that it will attorn to and recognize: (i) Bank, whether as mortgagee in possession or otherwise; (ii) any purchaser at a foreclosure sale under the Security Instrument; (iii) any transferee who acquires possession of or title to the Property, whether by deed in lieu of foreclosure or other means; and (iv) the successors and assigns of such purchasers and/or transferees (each of the foregoing parties, a “**Successor**”), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions as set forth in the Lease. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto.

3. **NON-DISTURBANCE.**

So long as Tenant is not in default under any of the terms, covenants or conditions of the Lease beyond all applicable notice and cure periods, Bank, or any Successor, will not disturb Tenant’s use, possession and enjoyment of the Leased Premises, will not join Tenant as a party in any summary or foreclosure proceeding, nor will the leasehold estate of Tenant be affected or Tenant’s rights under the Lease be impaired in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument, unless required by law; provided, however, that Bank or such

other purchaser shall not be liable for any act or omission of any prior landlord (including Landlord), or subject to any offsets, counterclaims or defenses which Tenant might have against any prior landlord, or required to construct any improvements (exclusive of any of Landlord's repair obligations set forth in the Lease) which were required to be constructed by any prior landlord, nor shall Bank or such other purchaser be bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord, or be liable for the return of any security deposit theretofore paid by Tenant, nor shall Bank or such other purchaser be bound by any amendment or modification of a material term, provision or condition of the Lease, or waiver of any of its material terms, made without its consent, which consent shall not be unreasonably withheld, delayed, or conditioned, which results in a material reduction of rent or other sums due under the Lease, a reduction in the term of the Lease, or that would materially affect the other terms of the Lease, materially decrease the economic benefits of the Lease for a Successor, or materially increase a Successor's obligations.

4. **ASSIGNMENT OF LEASES.**

Tenant acknowledges that it has been advised that Landlord is assigning the Lease and the rents thereunder to Bank pursuant to an Absolute Assignment of Leases and Rents from Landlord to Bank (the "**Assignment**"). Tenant agrees that if Bank, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give notice to Tenant that Bank has elected to require Tenant to pay to Bank the rent and other charges payable by Tenant under the Lease, Tenant shall, until Bank shall have cancelled such election, pay to Bank all rent and other sums payable under the Lease.

5. **RIGHT TO CURE DEFAULTS.**

Bank shall have the right (but not the obligation) to cure any default by Landlord under the Lease.

6. **TENANT'S AGREEMENTS.**

Tenant hereby covenants and agrees that while the loan and Security Instrument remain in effect: (i) Tenant shall not pay any rent or additional rent under the Lease more than one month in advance; (ii) Tenant shall have no right to appear in any foreclosure action under the Security Instrument; (iii) Tenant shall not voluntarily subordinate the Lease to any lien or encumbrance (other than the Security Instrument) without Bank's prior written consent; (iv) this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement; and (v) Tenant shall deliver to Bank, from time to time and within twenty (20) days from the date of request, a written statement in form and substance satisfactory to Bank certifying to certain matters relating to the Lease. So long as the Security Instrument remains outstanding and unsatisfied, Tenant will mail or deliver to Bank, at the address and in the manner hereinbelow provided, a copy of all default notices required to be given to the landlord by Tenant under and pursuant to the terms and provisions of the Lease. At any time before the rights of the landlord shall have been forfeited or adversely affected because of any default of the landlord, or within the time permitted the landlord for curing any default under the Lease as therein provided (but not less than sixty (60) days from the receipt of notice), Bank may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the landlord by the terms of the Lease; and all payments so made and all things so done and performed by Bank shall be as effective to prevent the rights of the landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the landlord.

7. **MISCELLANEOUS.**

7.1. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns. Nothing contained in this Agreement shall in any way affect or impair the lien created by the Security Instrument, except as specifically set forth herein.

7.2. **Modifications.** This Agreement may not be supplemented, amended or modified unless set forth in writing and signed by the parties hereto.

7.3. **Notices.** All notices and communications under this Agreement shall be in writing and shall be given by either (a) hand delivery, or (b) reliable overnight commercial courier (charges prepaid) to the addresses listed in this Agreement. Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; and (ii) if by overnight courier, on the date scheduled for delivery. A party may change its address by giving written notice to the other party as specified herein.

7.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia.

7.5 With respect to any right of first refusal, right of first offer, or similar provision in the Lease, Tenant agrees that such provision shall not apply to: (i) the making of the Loan, (ii) any transfer of the Leased Premises from Landlord to Bank or its affiliates by way of foreclosure or any deed in lieu of foreclosure.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Subordination, Non-Disturbance and Attornment Agreement under seal as of the day and year first above written.

TENANT:

Signed, sealed and delivered

MAVIS TIRE SUPPLY, LLC
a Delaware limited liability company

in the presence of:

Unofficial Witness

By: _____(SEAL)
Name: David J. Sorbaro
Title: Co-CEO

Notary Public

My Commission Expires:

(NOTARY SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

BANK:

Signed, sealed and delivered
in the presence of:

GEORGIA BANKING COMPANY

Unofficial Witness

By:_____
Name:_____
Title:_____

Notary Public

My Commission Expires:

[BANK SEAL]

(NOTARY SEAL)

EXHIBIT "A"
Legal Description of overall property

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia,
and being more particularly described as follows:

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Outparcel 1, Outparcel 2, Outparcel 3, Outparcel 4, Outparcel 5, Outparcel
6, and the Future Roadway/Mirror Lake Connector, each as shown on that certain Reconfiguration Plat of
Mirror Lake Boulevard for Fuqua Development, LP recorded in Plat Book 108, Page 475, Carroll County,
Georgia records.

EXHIBIT "I"

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is given as of the ____ day of _____, 2022, by _____ ("**Tenant**") to Georgia Banking Company ("**Lender**"), which has an office at 1776 Peachtree Street, Suite 540, Atlanta, Georgia 30309.

R E C I T A L S:

A. Tenant has entered into that certain Lease Agreement dated _____ with Fuqua BCDC Villa Rica Project Owner, LLC, a Georgia limited liability company ("**Landlord**"), as Lessor (together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "**Lease**"), which Lease covers certain property more particularly described in the Lease (the "**Premises**"), which is a portion of the retail shopping center commonly referred to as Villa Rica Town Center, located in the City of Villa Rica, Carroll County, Georgia (the "**Property**");

B. Lender has agreed to make a loan to Landlord, to be secured by a Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement from Landlord to the Lender (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively, the "**Mortgage**") on the Property.

Tenant certifies to Lender that: (a) the Lease has been properly executed by Tenant and is presently in full force and effect; (b) the current monthly base rent is \$_____ and the current annual base rent is \$_____; (c) the Lease has not been assigned nor the Premises subleased by Tenant; (d) Landlord is not in default under the Lease and, to the Tenant's knowledge as of the date hereof, no event has occurred which, with the giving of notice or passage of time, or both, could result in a default by Landlord; (e) to Tenant's knowledge, without inquiry, Tenant has no existing defenses, offsets, liens, claims or credits against the rentals under the Lease or against the enforcement of the Lease by Landlord; (f) Tenant has paid a security deposit of \$_____; (g) no installment of rent not yet due and payable under the Lease has been paid as of the date hereof; (h) Tenant is not in arrears on any rent or other charges payable by tenant under the Lease.

This certification is made with the knowledge that the Lender is about to provide Landlord with financing which shall be secured by the Mortgage upon the Property. Tenant further acknowledges and agrees that Lender and Lender's respective successors and assigns holding the Mortgage at any time after the date of this Agreement shall have the right to rely on the information contained in this Agreement.

[TENANT'S SIGNATURE ON FOLLOWING PAGE]

_____, a _____

By: _____

Name: _____

Title: _____

EXHIBIT J

WAIVER AGREEMENT (to be attached pursuant to Section 12 (E) of the Lease)

WAIVER AGREEMENT

THIS WAIVER AGREEMENT ("Agreement") is made and entered into as of the 24th day of February, 2023, (the "Effective Date") among **FUQUA BCDC VILLA RICA PROJECT OWNER, LLC**, a Georgia limited liability company ("Landlord"), **MAVIS SOUTHEAST LLC**, a Delaware limited liability company ("Prospective Tenant"), and **PUBLIX SUPER MARKETS, INC.**, a Florida corporation ("Publix"), with reference to the following facts:

- A. Landlord and Publix are parties to that certain Lease Agreement, dated December 14, 2022 (the "Publix Lease"), whereby Landlord demised to Publix, and Publix hired from Landlord, certain premises located in the shopping center commonly known as Villa Rica Town Center, in Villa Rica, Carroll County, Georgia ("Shopping Center"), all as more specifically set forth in the Publix Lease.
- B. Landlord desires to lease to Prospective Tenant approximately 1.06 acres designated as "Outparcel 3" on land adjacent to the Shopping Center, as more particularly shown and so labeled as "Mavis Tires" on the drawing attached to this Agreement as **Exhibit A-1** ("Prospective Premises"), pursuant to an agreement between Landlord and Prospective Tenant ("Prospective Tenant Lease"). **Exhibit A-1** is attached only to provide the location of the Prospective Premises and is not intended to, and does not, in any way amend, modify, delete, or supersede the site plan attached to the Publix Lease.
- C. Landlord and Prospective Tenant have requested Publix's waiver of certain prohibitive terms and conditions of the Publix Lease, which prohibitive terms and conditions are set forth in that certain Memorandum of Lease, dated December 14, 2022, and recorded in Deed Book 6140, page 302-321, public records of Carroll County, Georgia (the "Memorandum of Publix Lease"), prior to entering into the Prospective Tenant Lease.
- D. Publix has agreed to waive certain provisions of the Publix Lease, subject to the terms and conditions set forth herein.

IN CONSIDERATION OF the sum of ten dollars (\$10.00), the foregoing facts, the mutual covenants, conditions and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Prospective Tenant, and Publix hereby agree as follows:

- 1. Recitals. The above recitals to this Agreement are true and correct and, together with all exhibits attached to this Agreement, are hereby incorporated by this reference.
- 2. Representations. Landlord and Prospective Tenant represent and warrant to Publix as follows:
 - (a) Prospective Tenant intends to use the Prospective Premises only as an "Auto Center", meaning a business offering general automotive repair and service, tire sales, quick-lube and oil changes and automobile diagnostics. Permitted activities in an Auto Center include, without limitation, any or all of the following: the sale of motor oil and other lubricants, the installation, repair and/or servicing of automobiles, the sale, display, installation of automotive parts and accessories, whether functional or decorative (including, without limitation, batteries, mufflers, seat covers, brakes, shock absorbers, air conditioners, starters, generators, carburetors and ignition system items) and the performance of such services as inspection, check-up, oil change, alignment, balancing, brake and muffler service, tune-up and adjustment of automobiles or parts thereof (including, without limitation, wheel alignment) and such other activities as are incidental or related thereto, including, without limitation, the sale of beverages and food for the convenience of customers of the Auto Center (the "Prospective Tenant Use"); provided that (i) such services are only performed by Prospective Tenant's employees; (ii) Prospective Tenant shall prohibit environmentally sensitive materials in the parking lot or performing any automotive repairs in the parking lot; (iii) under no circumstances shall Prospective Tenant allow Prospective Tenant's

agents, employees or customers to change oil or any other environmentally sensitive materials in the parking lot or to perform any automotive repairs that require the draining or exchange of fluids in the parking lot; (iv) no overnight parking of vehicles shall be permitted upon the Prospective Premises, except for overnight parking of vehicles enclosed within the building constructed on the Prospective Premises; and (v) the Prospective Tenant Use shall not violate the terms and conditions set forth in the Memorandum of Publix Lease, including without limitation any exclusive or prohibited uses set forth therein, other than as expressly waived by Publix pursuant to this Agreement or as may be otherwise waived in writing by Publix.

- (b) The Prospective Tenant Lease shall forbid Prospective Tenant from violating the terms and conditions set forth in the Memorandum of Publix Lease, including Publix's exclusive right to engage in the retail sale of groceries and other products typically offered for sale in a grocery supermarket, except that Prospective Tenant may use the Prospective Premises for the Prospective Tenant Use.
- (c) Landlord shall lease to the Prospective Tenant only the Prospective Premises, and the Prospective Premises shall not be expanded or relocated to any other location in the Shopping Center without Publix's prior written consent, which consent may be withheld in Publix's sole discretion.
- (d) The Prospective Tenant Lease shall be for an initial term of twenty (20) years, with three (3) options to renew for a period of five (5) years each.

3. Publix Waiver. Publix hereby waives Article 16.03 (b) (ii) of the Publix Lease (which is reprinted in Paragraph 11 of the Memorandum of Publix Lease) only to the extent necessary to allow the Prospective Tenant to use the Prospective Premises for the Prospective Tenant Use; provided, however, this waiver shall automatically expire upon the earlier of the following: (i) failure of Landlord and Prospective Tenant to enter into the Prospective Tenant Lease within three (3) months of the Effective Date of this Agreement; (ii) breach of any representations, terms, or conditions set forth in Paragraph 2 above; (iii) Prospective Tenant's breach of the terms and conditions set forth in the Memorandum of Publix Lease, including without limitation any exclusive or prohibited uses set forth therein, other than as expressly waived by Publix pursuant to this Agreement; (iv) any other breach of this Agreement by Landlord or Prospective Tenant; (v) expiration or earlier termination of the Prospective Tenant Lease; or (vi) assignment, sublease, or conveyance of the Prospective Tenant Lease to an entity other than the Prospective Tenant without Publix's prior written consent, which may be withheld in Publix's sole discretion except in connection with a Permitted Assignment (as defined in Paragraph 7), provided that (a) such assignee uses the Prospective Premises for the same Prospective Tenant's Use, and (b) such assignee expressly assumes all rights and obligations of Prospective Tenant as set forth in this Agreement.

4. Notices. Whenever notice is required or permitted in this Agreement, it shall be in writing and shall be deemed to be properly given upon receipt or refusal if sent by U.S. Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or if personally delivered by hand or sent by nationally recognized overnight courier service. For purposes of this Paragraph 4, delivery of a notice to an address from which the recipient has moved but failed to notify the other party of modification of such address as hereinafter provided shall be deemed to constitute refusal of such notice by the intended recipient. All notices required or permitted in this Agreement shall be delivered to the party entitled thereto at the following addresses:

Landlord:

Fuqua BCDC Villa Rica Project Owner, LLC
c/o Fuqua Development, LP
3575 Piedmont Road, NE
Building 15, Suite 800
Atlanta, Georgia 30316
Attention: Mr. Jeffrey Fuqua and Ms. Heather Correa

With a copy to:

Fuqua BCDC Villa Rica Project Owner, LLC
c/o Fuqua Development, LP
3575 Piedmont Road, NE
Building 15, Suite 800
Atlanta, Georgia 30316
Attention: Mr. Jim Ackerman

Prospective Tenant:

Mavis Southeast LLC
358 Saw Mill River Road
Millwood, New York 10546
Attn: David J. Sorbaro, Co-CEO

Mavis Southeast LLC

358 Saw Mill River Road
Millwood, New York 10546
Attn: Anthony Suggs

Mavis Southeast LLC
358 Saw Mill River Road
Millwood, New York 10546
Attn: Real Estate/Lease Administration

With a copy to:

Bullard Law Group, PLLC
201 Old Country Road, Suite 120
Melville, New York 11747
Attn: Edward J. Bullard Jr., Esq.
Phone: (516) 368 – 8830

Publix:

Publix Super Markets, Inc.
Corporate Office
3300 Publix Corporate Parkway
Lakeland, Florida 33811-3002
Post Office Box 407
Lakeland, Florida 33802-0407

With a copy to:

Publix Super Markets, Inc.
Managing Real Estate Attorney
3300 Publix Corporate Parkway
Lakeland, Florida 33811-3002

The foregoing addresses may be modified by delivery of written notice of such modification to the party entitled thereto, which written notice shall be delivered and deemed effective as set forth herein.

5. Confidentiality. Landlord and Prospective Tenant acknowledge and agree that (i) Publix will be damaged by the disclosure of the terms and conditions of this Agreement and (ii) the terms and conditions of this Agreement have not been publicly disclosed and are not a matter of common knowledge; therefore, as further consideration for Publix entering into this Agreement, Landlord and Prospective Tenant agree to keep all terms and conditions contained herein confidential and not to disclose such terms and conditions to any third party, directly, indirectly, or otherwise, other than to an attorney or accountant as may be reasonably necessary for said person to review this Agreement on Landlord's or

Prospective Tenant's behalf or as required by law. Landlord and Prospective Tenant further agree that if they should breach the terms of this paragraph, Publix will suffer irreparable damage; accordingly, Landlord and Prospective Tenant agree that in addition to Publix's remedies available in the Publix Lease (as to Landlord), herein, or at law and in equity (including but not limited to an action at law for money damages), Publix shall be entitled upon application to a court of competent jurisdiction to an injunction to specifically enforce the terms of this paragraph. Notwithstanding the foregoing, (i) Landlord may disclose or publish the contents of this Agreement to a bona fide prospective purchaser or mortgagee of the Shopping Center, and (ii) Prospective Tenant may disclose or publish the contents of this Agreement to any affiliate or licensee of Prospective Tenant, to a bona fide lender of Prospective Tenant, to investors in Prospective Tenant, or to a prospective purchaser of all or substantially all of the stock or assets of Prospective Tenant or to a proposed assignee or subtenant of Prospective Tenant; provided, as to any such disclosure, such prospective purchaser, mortgagee, affiliate, licensee, or lender first executes a confidentiality agreement in form and content reasonably acceptable to Publix, or is otherwise bound by confidentiality restrictions.

6. Effect on Publix Lease; Recording Prohibited. This Agreement is not intended to, and does not, in any way amend or modify the Publix Lease, but only waives Publix's rights with respect to the Prospective Tenant Use as specifically provided herein. Neither this Agreement nor a memorandum or short form of this Agreement shall be recorded.
7. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, provided however that Prospective Tenant shall not assign this Agreement without the prior written consent of Publix except Prospective Tenant may assign this Agreement, without Publix's consent to: (i) any party acquiring a controlling interest of Prospective Tenant's stock or membership interests by purchase or redemption or issuance of additional stock of any class of Prospective Tenant's interest, (ii) transfers to any corporation or other business entity which controls, is controlled by, or under common control with, Prospective Tenant, (iii) transfers to a corporation or other business entity into which or with which Prospective Tenant is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations, and/or (iv) transfers to an entity that acquires ten (10) or more of Prospective Tenant's retail stores, provided in each instance above the transferee is a regional or national chain tire service use that has fifty (50) or more locations, including the retail stores acquired from Prospective Tenant (each a "Permitted Assignment"). Any successor or assign of Prospective Tenant is deemed to acquire such interest subject to all obligations of Prospective Tenant set forth in this Agreement, and no transfer or assignment shall relieve Prospective Tenant of its obligations under this Agreement prior to the date of such assignment. Landlord shall provide written notice of any Permitted Assignment within ten (10) days of such assignment.
8. Publix's Administrative and Legal Fees. Intentionally Deleted.
9. Counsel. Landlord and Prospective Tenant acknowledge and agree that legal counsel employed by Publix with regard to the negotiation, preparation, and execution of this Agreement represents Publix and does not represent Landlord or Prospective Tenant.
10. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same Agreement; provided, however, this Agreement shall not be effective until fully executed by all parties.

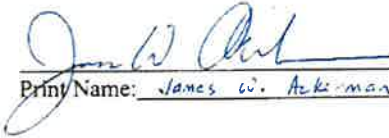
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

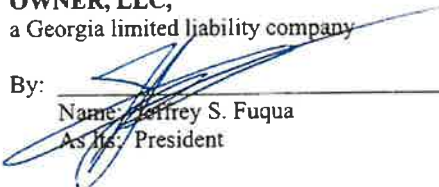
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective and duly authorized officers as of the day and year first written above.

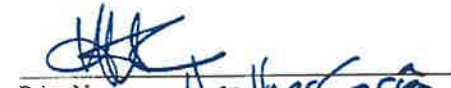
Signed in the presence of:

LANDLORD:

FUQUA BCDC VILLA RICA PROJECT
OWNER, LLC,
a Georgia limited liability company


Print Name: James W. Ackerman

By: 
Name: Jeffrey S. Fuqua
As is: President


Print Name: Heather Coates
Two Witnesses

STATE OF Georgia)
COUNTY OF Fulton)

The foregoing document was signed, delivered and acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 26th day of January, 2023 by Jeffrey S. Fuqua, as President of FUQUA BCDC VILLA RICA PROJECT OWNER, LLC, a Georgia limited liability company, on behalf of the company. Such person (check one) ☒ is personally known to me or ☐ has produced a valid _____ driver's license as identification.


Notary Public, State and County Aforesaid
Printed Name: Jennifer Ledbetter
My commission expires: 3/4/25
Commission number: _____
(Notary Seal)

Jennifer Ledbetter
Notary Public, Fulton County, Georgia
My Commission Expires 03/04/2025

[SIGNATURES CONTINUE ON THE FOLLOWING TWO PAGES]

Signed in the presence of:

PROSPECTIVE TENANT:

MAVIS SOUTHEAST, LLC
a Delaware limited liability company

By: [Signature]
Name: David Sorbaro
As Its: co-ceo

[Signature]
Print Name: JENNIFER PAPAS

[Signature]
Print Name: Casey Burns
Two Witnesses

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

The foregoing document was signed, delivered and acknowledged before me and acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 20 day of January, 2023 by David J. Sorbaro, as Co-CEO of MAVIS SOUTHEAST, LLC, a Delaware limited liability company, on behalf of the company. Such person (check one) ☐ is personally known to me or ☒ has produced a valid drivers License driver's license as identification.

CHARITY DILLON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01D16295664
Qualified in Dutchess County
My Commission Expires 01-06-2026

[Signature]
Notary Public State and County Aforesaid
Printed Name: Charity Dillon
My commission expires: 01-06-2026
Commission number: 01D16295664
(Notary Seal)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Signed and sealed in the presence of:

PUBLIX:

PUBLIX SUPER MARKETS, INC.,
a Florida corporation


Print Name: Yvonne Case

By: 
Bridgid A. O'Connor
Vice President of Real Estate Strategy


Print Name: Derrick White
Two Witnesses

STATE OF FLORIDA)
)
COUNTY OF POLK)

The foregoing document was signed, delivered and acknowledged before me, and acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 24th day of February, 2023, by Bridgid A. O'Connor, as Vice President of Real Estate Strategy of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. Such person is personally known to me.


Notary Public, State and County Aforesaid
Printed Name: _____
My commission expires: _____
Commission number: _____
(Notary Seal)



MARIELLE LAWRENCE
Commission # HH 238272
Expires March 9, 2026

EXHIBIT A-1

DRAWING SHOWING LOCATION OF PROSPECTIVE PREMISES

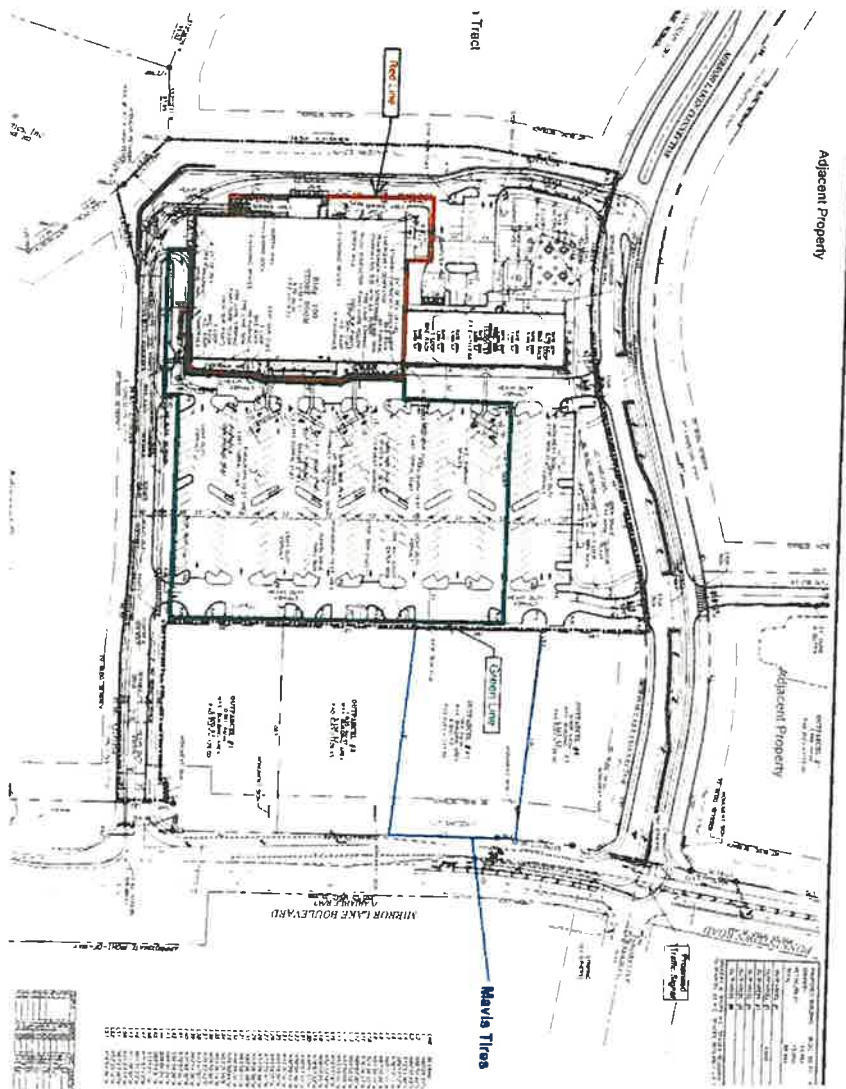


EXHIBIT K

PROHIBITED AND PROTECTED USES

1(a). The Premises shall not be used, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.), to:

- (i) Engage in the retail sale of groceries.
- (ii) Operate a grocery supermarket, bakery, delicatessen, and/or fish market.
- (iii) Sell or distribute drugs or other products which are required by law to be dispensed by a licensed pharmacist (or similar health care practitioner authorized by law), even though such pharmacist or health care practitioner may not be required to be present for delivery of such products.
- (iv) Engage in retail sales of items of food for "off-premises" consumption
- (v) Engage in retail sales of beer and wine for "off-premises" consumption.
- (vi) Engage in retail sales of distilled spirits and other alcoholic beverages for "off-premises" consumption (i.e., a liquor store).
- (vii) Engage in the sale of other products typically offered for sale in a grocery supermarket.

1(b). Prohibited Uses.

Unlawful or Nuisance Use. Tenant hereby covenants and agrees that it will not use the Premises for any of the following prohibited uses:

- (i) any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Shopping Center; dry cleaning plant; adult entertainment facility; massage parlor; adult book store; a so-called "head shop;" tattoo or piercing parlor; a gaming, gambling, betting or game of chance business); any federal, state or municipal tenant, or agency, affiliate or related entity thereof; or any business whose primary service is check cashing (such as Amscot, Advance America, Cash Advance Centers, Moneytree, etc.);
- (ii) cinema or theater; skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; health spa; gymnasium or fitness center; pin ball or electronic game room; funeral parlor; flea market; bingo parlor; cafeteria; **subject to the fully executed Waiver Agreement attached to this Lease as Exhibit J**, the sale, rental, lease, or repair or maintenance of automobiles, trucks, other motorized vehicles, or trailers; carwash; billboard; cell phone tower; pawn shop; driving school; the sale of fireworks; variety-type or price point store (drug store, "dollar" store, "five and dime," such as Walgreen's, CVS, Dollar Tree, Dollar General, Family Dollar, Big Lots); sub shop (such as Subway, Quizno's, Firehouse, or Jimmy John's); or wholesale clubs (such as Costco, BJ's, Sam's Club) or
- (iii) any use whatsoever that is owned, operated or controlled by (or sells from its premises the branded, "store brand" or "private label" merchandise of) another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Walmart, Amazon, Kroger, Whole Foods, Winn Dixie, Wegman's, etc.), such entity's parent company or its subsidiaries or affiliates, and which use is identified on the premises with such grocery supermarket name, the name under which such general merchandise retailer operates its grocery

supermarkets within the State in which the Premises is located, or a name that is generally associated with such grocery supermarket; or

- (iv) any lockers, lock-boxes or other type of storage system, used to receive, store or aid in the transfer of merchandise sold, purchased, ordered or processed from a mail order, catalog or online retailer, wholesaler or "web services" provider; or
- (v) a day care center (including any "drop-in" or other child care facility), or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges being similar in nature to Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's.

2. Source: Dunkin' Donuts Lease: No portion of the Premises shall be used for the sale or manufacture for sale, on other than an incidental basis, at wholesale or retail, coffee, donuts and bagels (collectively, the "Protected Items"). For purposes hereof, the sale of the Protected Items on other than an "incidental basis" shall mean that twenty five percent (25%) or more of Tenant's annual gross sales are projected to be derived from the sale of the Protected Items.

3. Source: Jersey Mike's Lease: No portion of the Premises shall be used to operate (i) Jimmy Johns Subs, (ii) Subway, (iii) Firehouse Subs, (iv) Which Wich, (v) Lenny's, (vi) PotBelly, (vii) Penn Station, (viii) Blimpie, or (ix) any fast casual (including "fast food") or quick serve (i.e., no full table service) restaurant that derives more than twenty five percent (25%) of its gross sales from the sale of submarine sandwiches.

4. Source: Smoothie King Lease: No portion of the Premises shall be used to sell, on a primary basis, smoothie drinks or blended beverages.

5. Source: Wendy's: No portion of the Premises intended operation of a quick service restaurant with a drive thru that serves hamburger products as its primary menu items, such as McDonald's, Whataburger, Burger King, Sonic, Jack-in-the-Box, Dairy Queen, Steak-n-Shake, A&W, Prince's, Carl's Jr., Mooyah Burgers & Fries, Mighty Fine, In-and-Out Burgers, Culvers, and Freddy's Frozen Custard & Steakburgers.

EXHIBIT L

RESERVED

LANDSCAPE PLAN





CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BOHLER. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.

REVISIONS

[illegible]

Know what's below.
Call before you dig.

ALWAYS CALL 811

FOR CONCEPT
PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY
REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION
DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	GAA220165.00
DRAWN BY:	SN
CHECKED BY:	NF
DATE:	6/8/2023
CAD I.D.:	

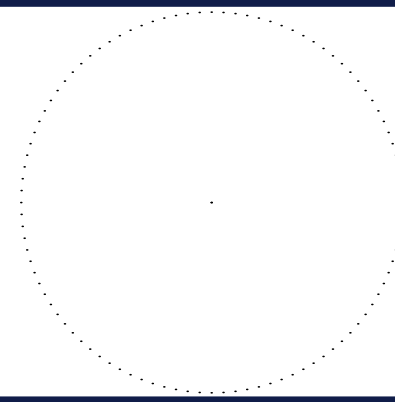
PROJECT:

**VARIANCE SITE
PLAN
DOCUMENTS**PROPOSED
DEVELOPMENT

336 MIRROR LAKE BLVD
CARROLL COUNTY
VILLA RICA, GA 30180

BOHLER //

211 PERIMETER CENTER PKWY NE
SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com



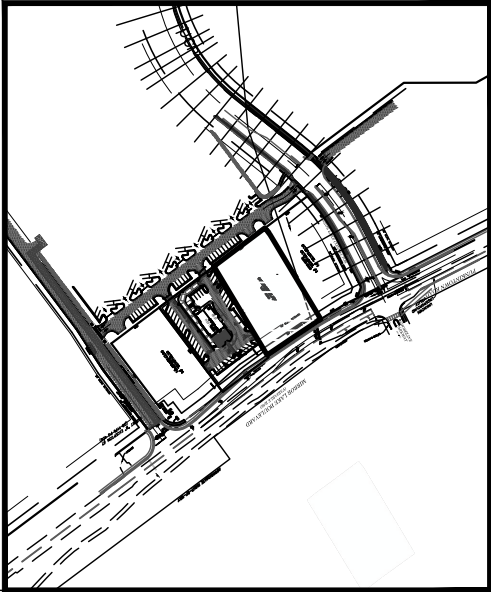
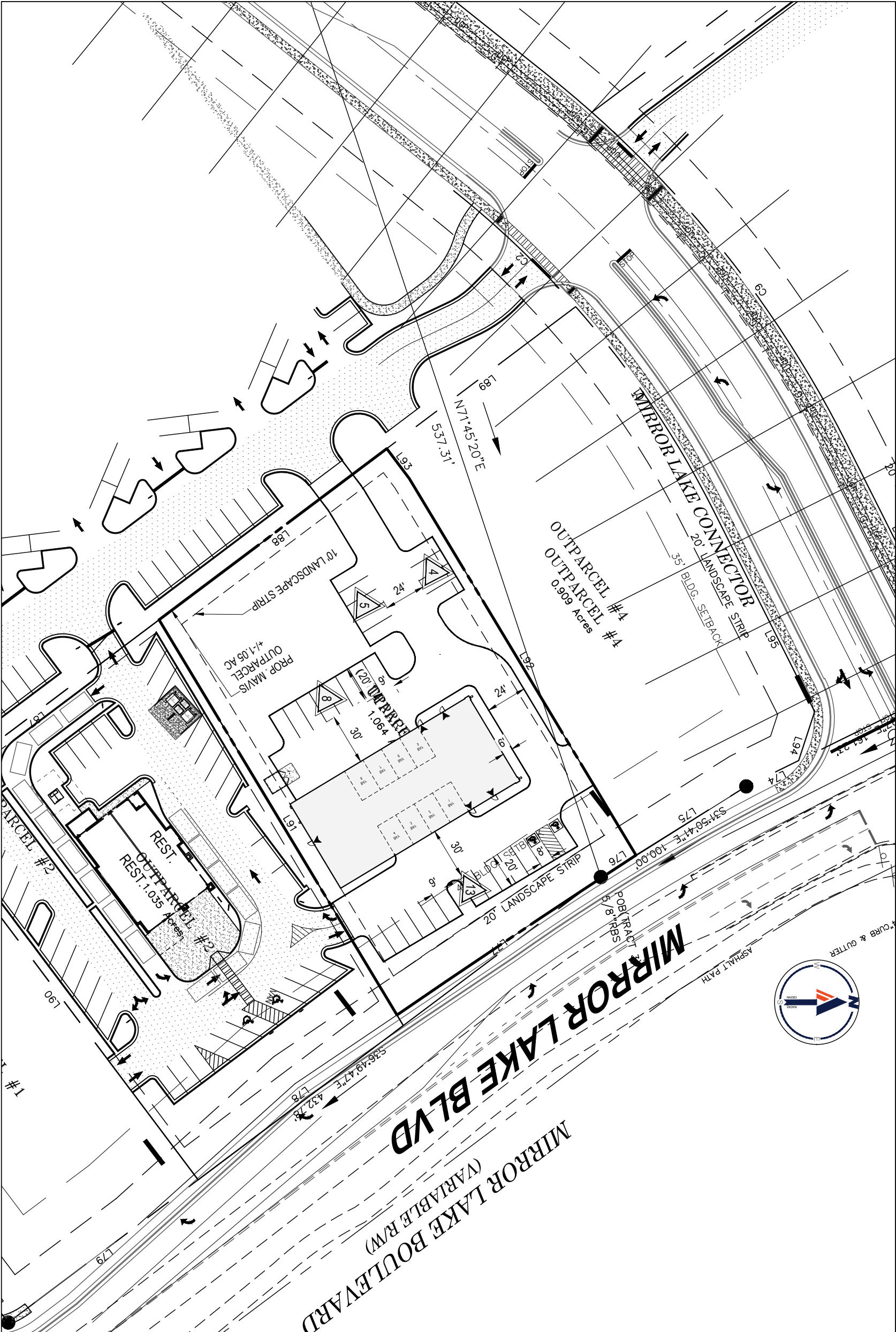
SHEET TITLE:

VARIANCE SITE PLAN

SHEET NUMBER:

VAR-1

ORG. DATE - 6/8/2023



OVERALL DEVELOPMENT MAP

SCALE: 1" = 50'
REFERENCE: NEARMAP

CONCEPT PLAN NOTES

1. THIS CONCEPT WAS PREPARED STRICTLY AND SOLELY BASED UPON INFORMATION IDENTIFIED IN THE PLAN REFERENCES LISTED HEREIN. THE CLIENT'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
2. PREFERENCES AND GUIDANCE DICTATED AND IDENTIFIED SOLELY BY THE CLIENT. THE FEASIBILITY OF THE PROJECT IS BASED UPON THE INFORMATION PROVIDED BY THE CLIENT. THE FEASIBILITY OF THE PROJECT IS BASED UPON THE INFORMATION PROVIDED BY THE CLIENT.
3. THIS CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED TO BE UTILIZED AS A ZONING OR CONSTRUCTION DOCUMENT.
4. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS PROVIDED TO THE ENGINEER BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THE INFORMATION TO BE REASONABLY ACCURATE. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THE INFORMATION TO BE REASONABLY ACCURATE.
5. IT IS STRONGLY RECOMMENDED THAT A ZONING CONFORMANCE ANALYSIS BE PERFORMED TO DETERMINE IF THE PROJECT IS IN COMPLIANCE WITH THE ZONING REGULATIONS OF THE JURISDICTION. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THE INFORMATION TO BE REASONABLY ACCURATE.

12/02/2022 | KJ | GAA220165.00 | Rev A-3

BOHLER

211 PERIMETER CENTER PKWY NE,
SUITE 425

ATLANTA, GEORGIA 30346

Phone: (678) 695-6800

GA@BohlerEng.com

PROPOSED MAVIS TIRES AND BRAKES



VILLA RICA, GA 30180 | PLAN REV. A-3

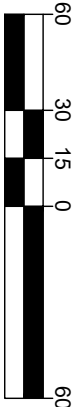
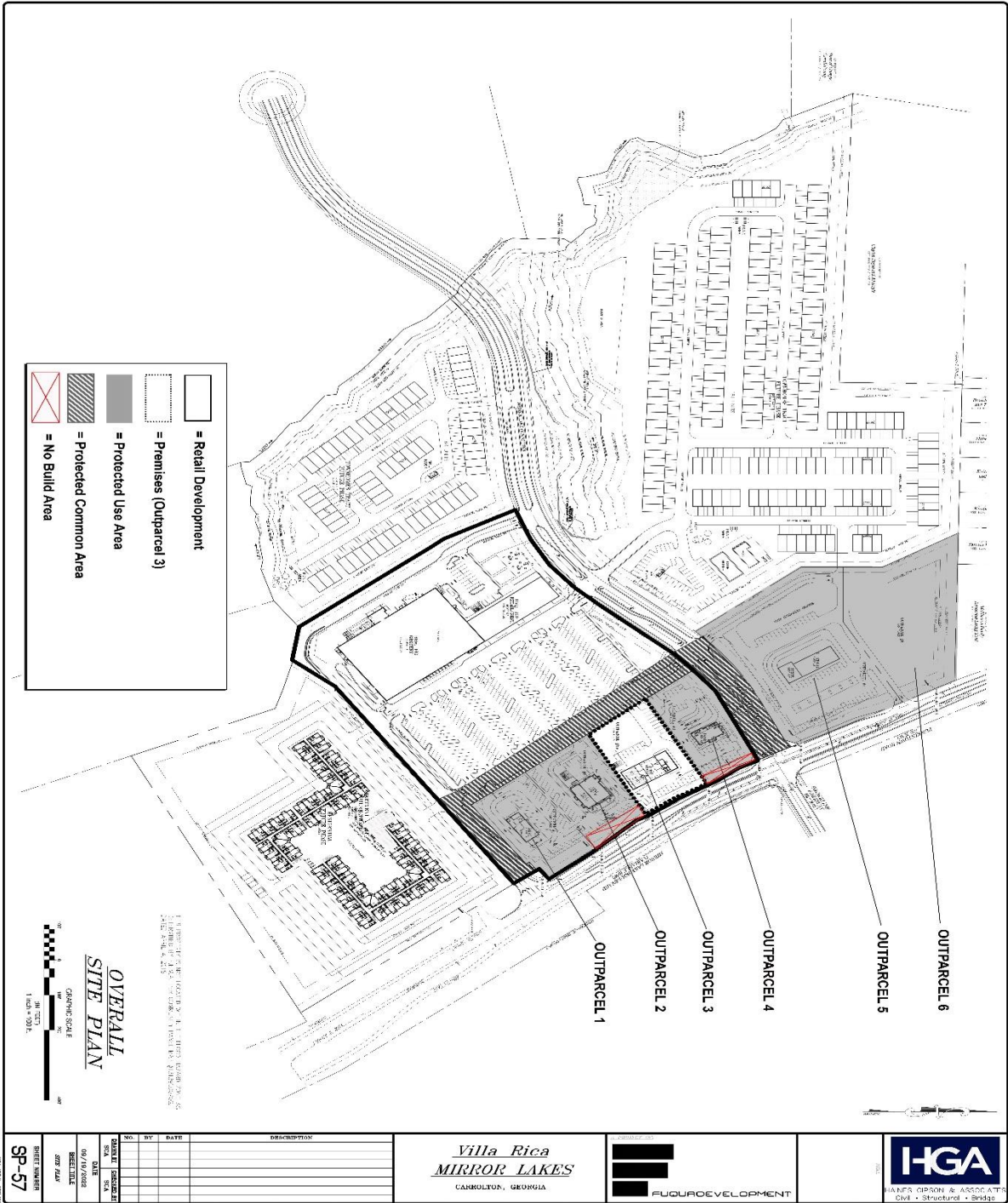


EXHIBIT B-2

RETAIL DEVELOPMENT SITE PLAN
(1 OF 2)





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-05-23 – 384 Mirror Lake Boulevard - Variance from *Table 4.5 Nonresidential Lot Standards* of the Villa Rica Zoning Ordinance

AGENDA DATE: July 11th, 2023

DATE PREPARED: June 30th, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Fuqua BCDC Villa Rica Project Owner, LLC (the Applicant) seeks a variance from zoning regulations in order to construct a Mavis Tires & Brakes auto repair business. Specifically, the applicant requests a variance from Table 4.5 – *Nonresidential Lot Standards*, which requires a 30’ side yard setback, whereas the applicant is proposing a 10’ side yard setback.

BACKGROUND: Fuqua received zoning approval in 2021 and several variances were approved for both the commercial and residential components in 2022. Fuqua has attracted a new proposed tenant for Outparcel #3 that requires the orientation of the building to be oriented toward Mirror Lake Boulevard. The applicant is unable to meet the C2 Zone’s side yard setback without council action.

STAFF RECOMMENDATION: APPROVAL

Reasons: Although the request is self-imposed and a result of leaseholder spec requirements and the manner in which the lot was subdivided by the developer, staff could not identify any detriments from an approval of the requested variance. Although the site was not developed as a Planned Unit Development (PUD), it is designed as a master planned community. Many of the zoning ordinance regulations required are meant for single developments or developments all on one lot, which is not the case for this development. Issuance of the variance requested will benefit the entire development and make for a more cohesive development.

IMPACT: N/A

MOTION:

- (1) I move to approve the requested variance from *Table 4.5 Nonresidential Design Standards* by Fuqua BCDC Villa Rica Project Owner, LLC for a reduced side yard setback of 10’ as presented.



June 14, 2023

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Jerry Tolbert
VA-04-23
924 Carrollton- Villa Rica Highway
Land Lot 126, District 6
Parcel # V06 0040016
Acreage: 1.25
Ward: 2
City Council Member: Matthew Momtahan
Planning Board Member: David Rogers
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Campbell:

Jerry Tolbert (the Applicant) seeks a variance from the city's zoning ordinance for relief from Section 7.02(5) *Paving and Drainage*, which requires a hard, dustless parking surface, whereas the applicant is proposing a 60' x 20' parking area. The variance is outlined in Section D.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Variance, dated May 30th, 2023 (2 pages);
2. Applicant Letter of Intent, prepared by the applicant, undated (1 page);
3. Hand-Drawn Site Plan, undated, by an unknown preparer (1 page);
4. Carroll County Property Tax Records, undated, prepared by the applicant (1 page).



A. Existing Conditions

The subject property is located east of Carrollton-Villa Rica Highway (Highway 61) and west of Tolbert Drive. The lot is a triangular shaped lot with two frontages. The parcel has approximately 395' of frontage along Highway 61 and approximately 550' of frontage along Tolbert Drive. The property is relatively flat with rolling hills, and does not feature any bodies of water.

The parcel is currently zoned Commercial Low-Density (C2) and features a single-story 1,940 square foot commercial building housing a convenience store with gasoline pumps and an associated 30' x 60' awning structure. The parcel borders a city boundary with unincorporated Carroll County to the south and east.

The parcel is directly adjacent to the C2 zone to the north, and Single-Family Agricultural (AG) zone to the west. Existing commercial service establishments border the property to the north, including a Bojangles restaurant. West of the site across Highway 61 is vacant land. East of the site is vacant land, and south of the site are legacy residential properties on larger lots.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Medium-Density (C2)	Suburban Village
East	Manufactured Home Subdivision (MHS) (Unincorporated Carroll County)	Residential
South	Commercial (C) (Unincorporated Carroll County)	Commercial
West	Single-Family Agricultural (AG)	Suburban Village



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The parcel features a 1,940 square foot single-story commercial building that houses a convenience store and gas station with pumps. The building was constructed in 1970 and renovated in 1995. The property was zoned under the UDC as General Commercial (GC) until the citywide rezoning effort in 2020 changed the property to C2, which was a lateral change in zoning.

C. Proposed Development

The applicant is proposing to operate a business selling residential storage buildings. The applicant's business is mostly unmanned and has an entirely electronic point of sale system. One building will serve as an on-site office.

The applicant is requesting relief from Section 7.02(5) *Paving and Drainage* in order to install a 60' x 20' gravel parking lot, whereas city code requires a paved and dustless hard surface for all parking and drive aisles.



Flood Plain

The subject property is not located within a flood zone. The property is located within Zone X, which is considered an area with minimal flood hazard. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

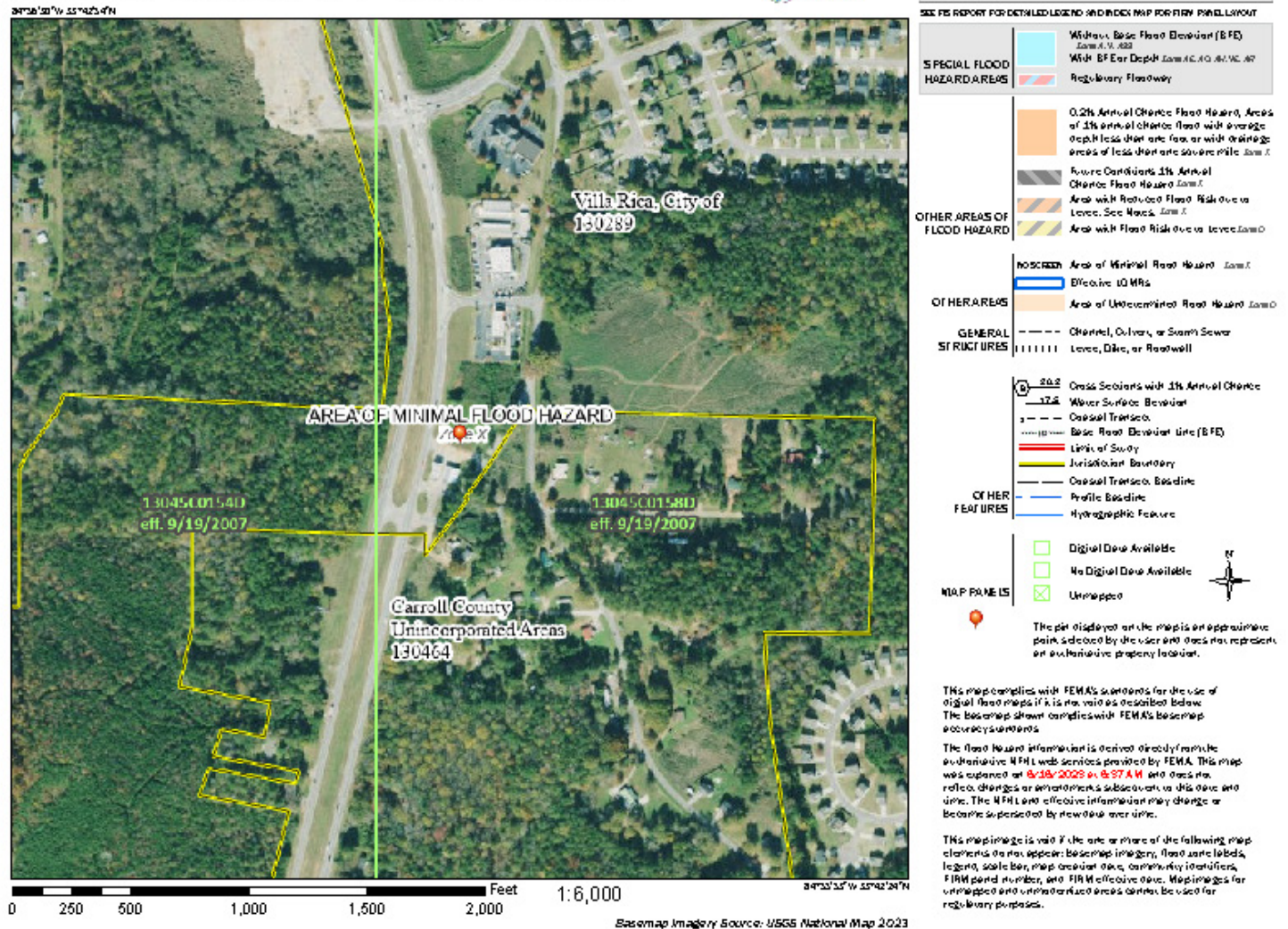


Figure 2: FEMA Flood Map



D. Variances

The applicant has requested a variance from the city's zoning ordinance as outlined below. The applicant's stated reasons for not complying with the ordinance is to match the existing unpaved driveway on property that would connect to the proposed parking pad for uniformity.

The Applicant has requested variance relief for the following:

1. Section 7.02(5) Paving and Drainage: All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.

The gravel parking lot is not a hard, dust-free surface.

Proofs for Variances

In review of the variance requested for the development, the "benefits vs. detriments" of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from uniformity with existing conditions on site. Staff could not identify any land use benefits from an approval of the requested variance. A potential detriment of permitting the gravel parking lot is setting a precedent on a retail lot in the city, the potential maintenance issues with compacted gravel, and the lack of controlled stormwater for the parking pad. In addition, the gravel has not been indicated as decorative gravel (such as pea stone). With this area potentially being used also for a loading zone, staff has concerns that the gravel will breakdown and compact in a short period of time and will need consisting respreading.

The Future Land Use Plan prescribes "Suburban Village" as the future land use for the parcel. The intent of the Suburban Village Character Area is as follows:

"Suburban Neighborhoods are characterized by detached, single-family homes at low to moderate density residential development and neighborhoods. Higher densities in suburban areas are established through in planned developments. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. Such connections should be provided in new developments."

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variance appears to not impact the Comprehensive Plan.



Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

- a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with *O.C.G.A. 36-66-1*), that:
- i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not satisfy Americans with Disabilities Act (ADA) requirements for parking lots, which our current ordinance is based on. The ADA requires firm, stable and slip-resistant surfaces. Gravel is generally not considered to be a complying ground surface for new construction or alterations as it does not provide the necessary stability, and is particularly difficult for people who use wheelchairs and other types of mobility aids to traverse.

- ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The request is self-imposed in nature as both the pad and drive aisle should be paved if being used for new developmental purposes, and the applicant is not proposing to complete either. The request appears to be based on the perceived cost of a paved solution.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation: DENIAL

1. Section 7.02(5) Paving and Drainage: All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical



Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.

- Recommendation: DENIAL
- Reasons: The request is self-imposed. The applicant cannot meet applicable ADA regulations for non-slip surfaces. Long term maintenance of the gravel, the lack of a decorative gravel solution and uncontrolled water runoff from the site are all general staff concerns.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on June 20th; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

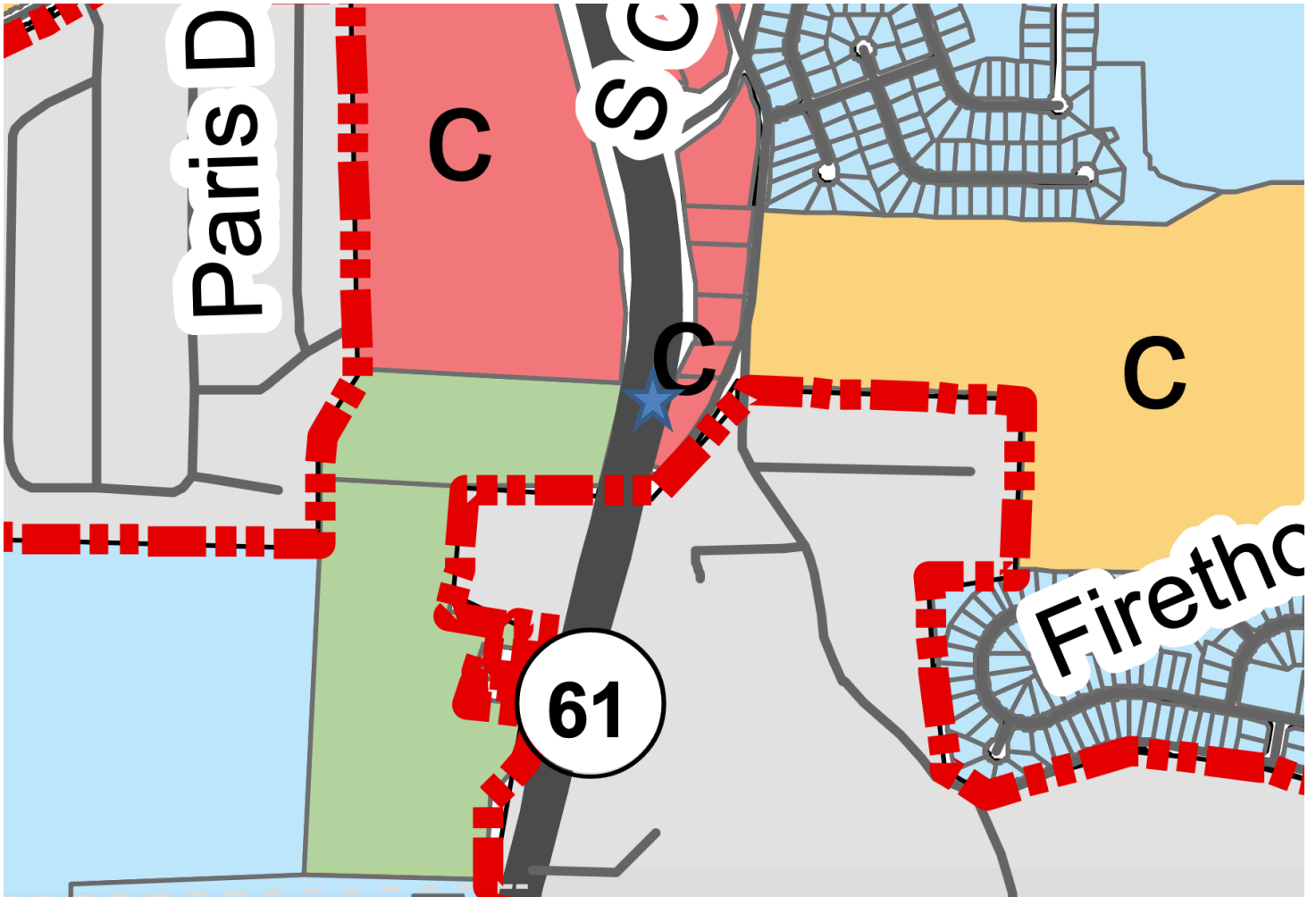
Ronald Johnson

Planning & Zoning Administrator

cc: Tom Barber, City Manager (via email)
Tracy Jarvis, Community Development Director/City Engineer (via email)

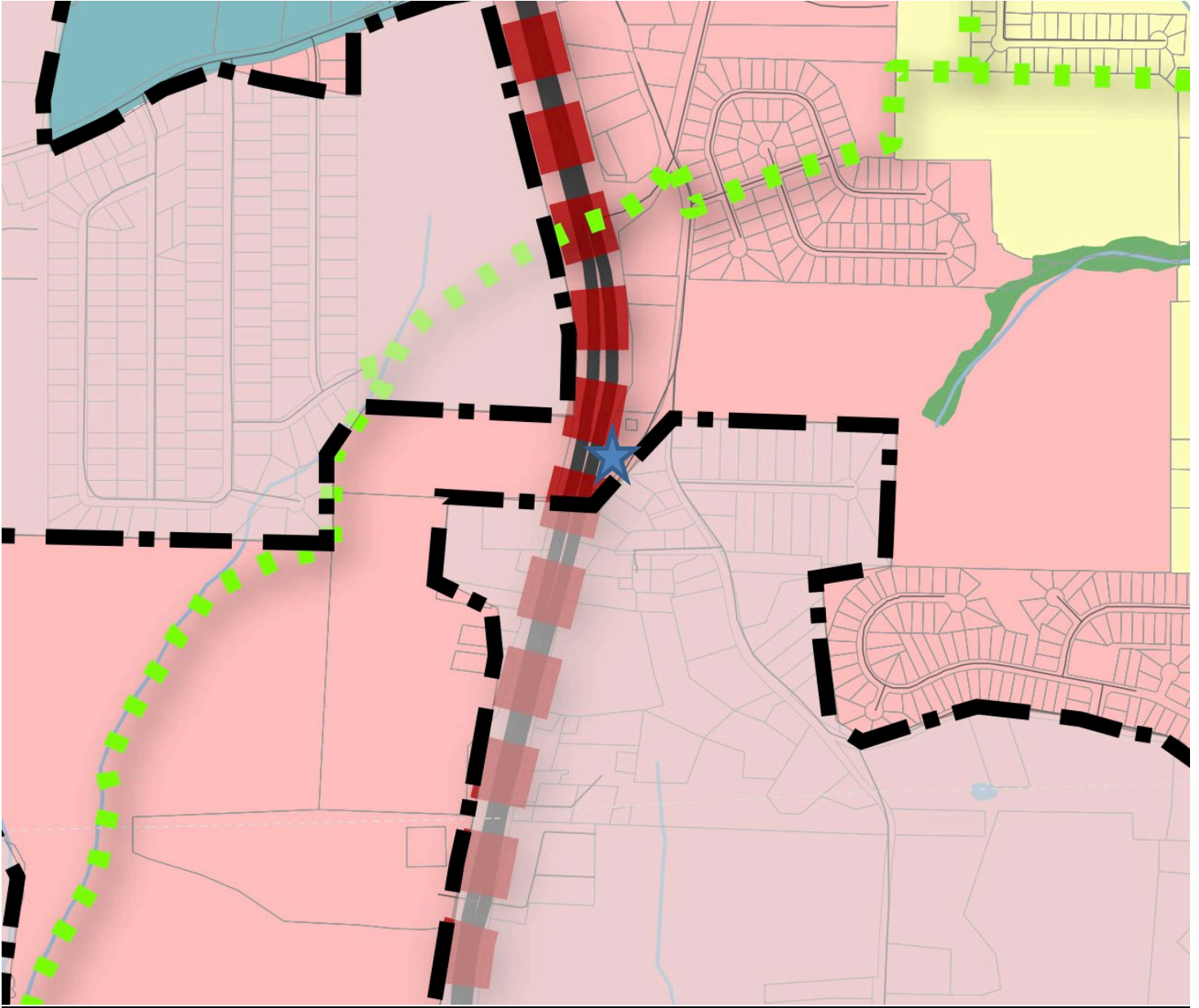


Villa Rica Zoning Map:





Villa Rica Future Land Use Map:





APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 5-30-23

APPLICANT

Applicant Name: Jerry Tolbert

Address: 924 Carrollton Villa Rica Hwy City: Villa Rica State: Ga Zip: 30180

Phone: (770) 833 - 5800 Fax: () N/A Email: N/A

Agent Name: Same as Above

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

Owner Name (If different from applicant): Same as above

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 924 Carrollton Villa Rica Hwy.

Villa Rica Ga. 30180 Asking for Gravel

parking spaces since Drive is already Gravel.

I, Jerry Tolbert, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Jerry Tolbert
Signature of Applicant

5-30-23
Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

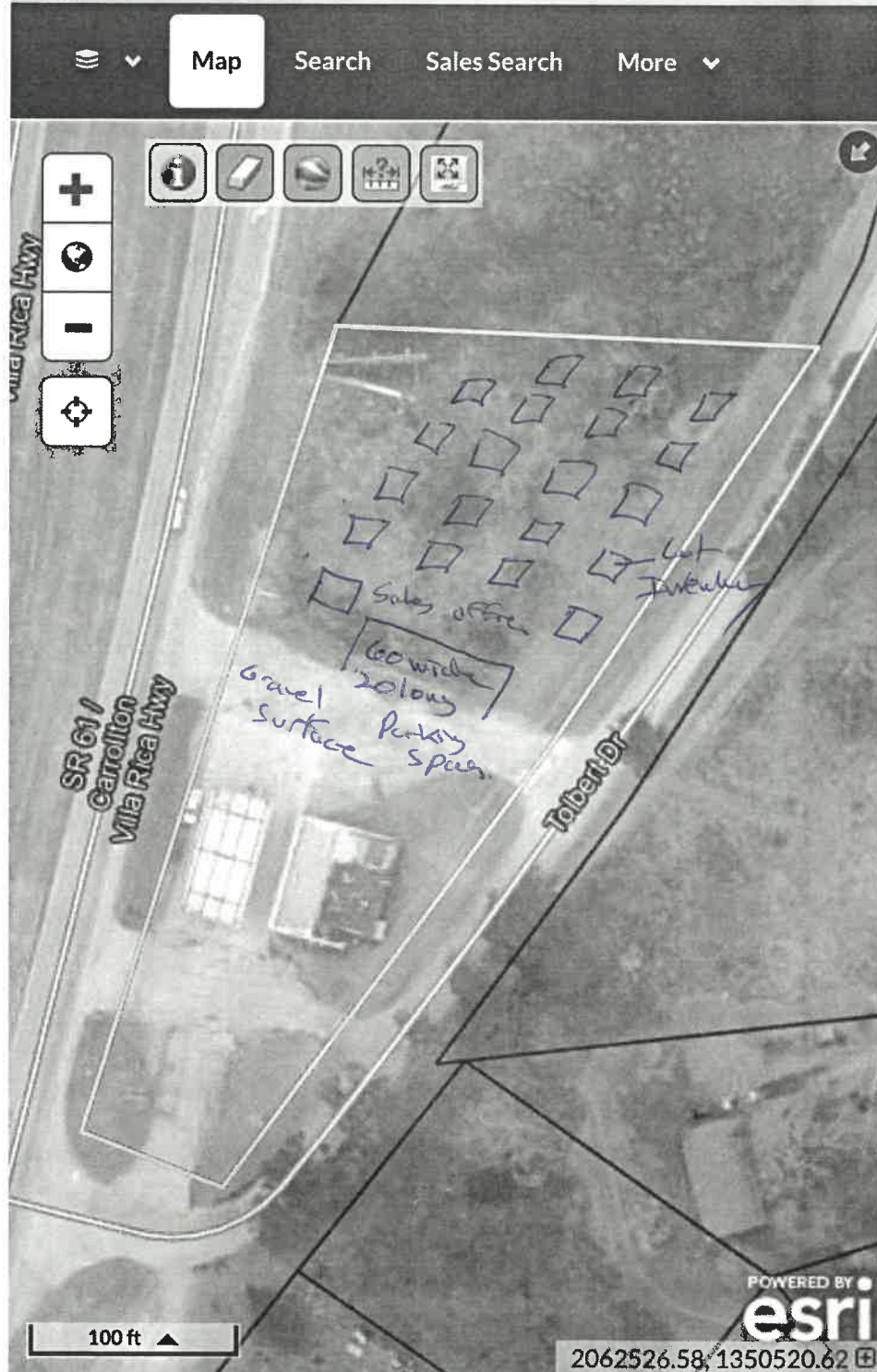
Staff Comments/Findings: _____

Action and Date: _____

- 1.) See Attached Copy of Deed,
- 2.) See Attached copy of site plan
- 3.) The variance is necessary to comply with city of Villa Rica parking space requirements. The Drive Accessing the property is gravel. Putting in concrete or paved parking space, would not be Uniform with existing Driveways.
- 4.) Putting in a 60 x 20 ~~area~~ Gravel parking area would meet the requirements for Parking Spaces
- 5.) There is no property within 250 feet that is not owned by the owner of the property,

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Carroll County, GA



VICKIE BEARDEN
CARROLL COUNTY TAX OFFICE
 423 COLLEGE ST. ROOM 401
 CARROLLTON GA 30117 - 0338



Tax Payer: TOLBERT, JERRY W
Map Code: V060040016 **REAL**
Description: STORE/1.25 AC CARROLLTON VR HWY V48
Location: 924 CARROLLTON VILLA RIC HWY
Bill No: 2022-48077
District: 003 VILLA RICA

Phone: (770) 830-5843 **Fax:** (770) 830-5849

Phone: (770) 830-5843 Fax: (770) 830-5849

Building Value	Land Value	Acres	Fair Market Value	Due Date		Payment Good Through	Exemptions		
45154.00	212242.00	1.2500	257,396.00	12/01/2022		12/01/2022			
Entity		Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credits	Net Tax
STATE TAX		257396.00	102959.00	0.00	102959.00	0.000	0.00	0.00	0.00
COUNTY M&O		257396.00	102959.00	0.00	102959.00	11.503	1184.34	0.00	780.43
SALES TAX ROLLBACK		257396.00	102959.00	0.00	102959.00	3.923	0.00	-403.91	0.00
COUNTY SCHOOL M&O		257396.00	102959.00	0.00	102959.00	17.500	1801.78	0.00	1801.78
CITY OF VILLA RICA		257396.00	102959.00	0.00	102959.00	10.359	1066.55	0.00	643.49
VILLA RICA SALES TAX RB		257396.00	102959.00	0.00	102959.00	4.109	0.00	-423.06	0.00
TOTALS						31.330	4052.67	-826.97	3225.70

J.T.

IF YOU HAVE AN ESCROW ACCOUNT YOUR MORTGAGE COMPANY SHOULD PAY YOUR BILL. YOU CAN CHECK OUR WEBSITE AT WWW.CARROLLCOUNTYGATAX.COM TO CONFIRM WHEN YOUR BILL WAS PAID.



2022-48077

*We accept DEBIT CARDS, VISA, MASTER CARD, AND DISCOVER with a convenience fee of 2.5% or AMERICAN EXPRESS with a convenience fee of 3% . If paying on the website you can pay with e-check at \$1.50 per transaction.

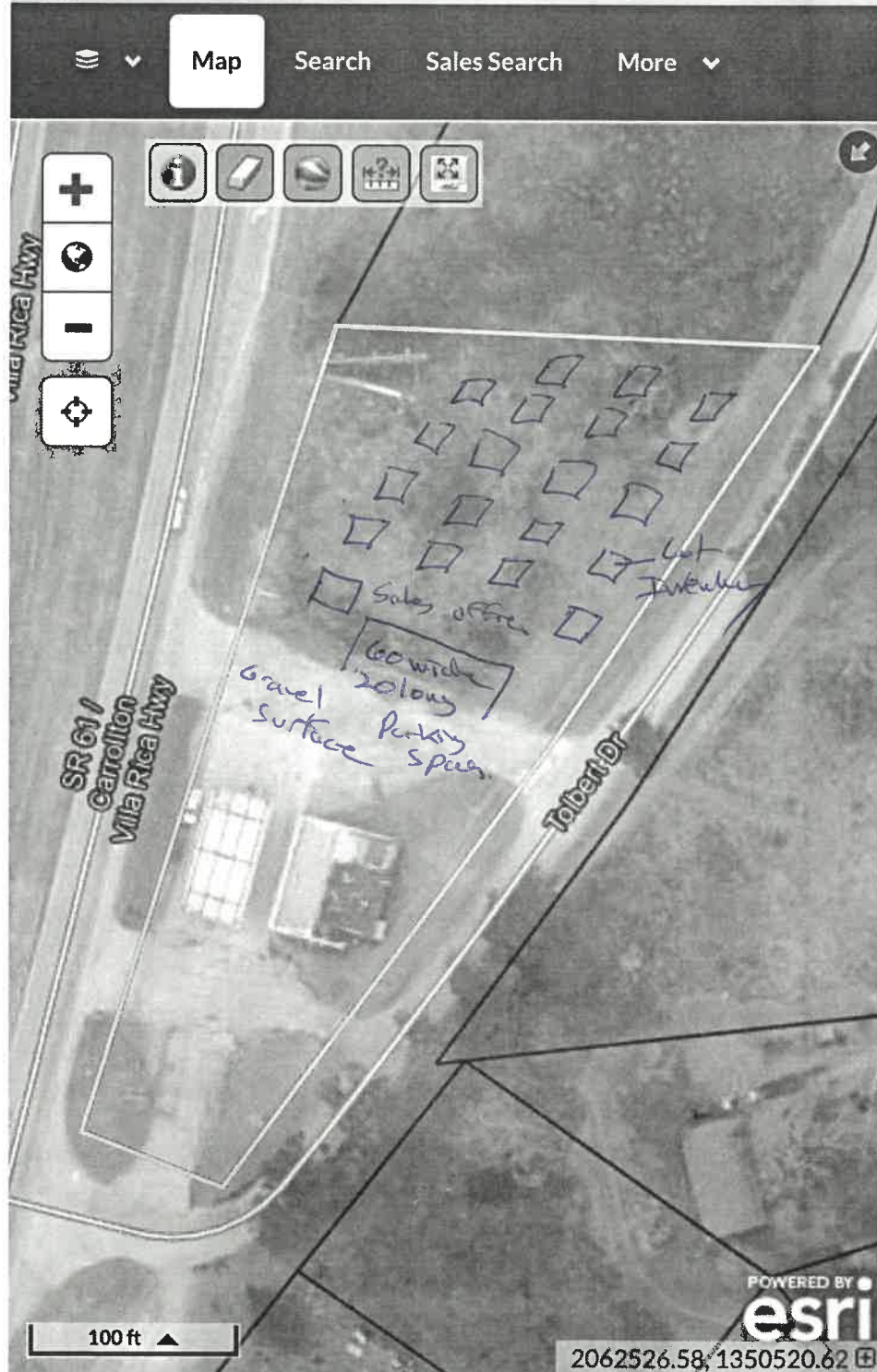
*INTEREST WILL BE ADDED ON THE 2022 TAX BILLS THE DAY AFTER THE DUE DATE.

*Visit our website at WWW.CARROLLCOUNTYGATAX.COM to look up, pay your bill, print a receipt, or change your address.

Bill No: 2022-48077	
Current Due	3225.70
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payment	0.00
Back Taxes	0.00
TOTAL DUE	3225.70

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Carroll County, GA





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-04-23 – 924 Carrollton-Villa Rica Highway - Variance from *Section 7.02(5) Paving and Drainage* of the Villa Rica Zoning Ordinance

AGENDA DATE: July 11th, 2023

DATE PREPARED: June 30th, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Jerry Tolbert seeks a variance from *Section 7.02(5) Paving and Drainage* of the Villa Rica Zoning Ordinance in order to construct a gravel 60' x 20' parking area, whereas the zoning code requires a hard, dustless surface. The applicant is interested in renting a portion of the land on the lot for a storage building sales operation.

BACKGROUND: The city currently does not permit gravel parking lots in favor of a hard, dustless surfaces.

STAFF RECOMMENDATION: DENIAL

1. *Section 7.02(5) Paving and Drainage:* All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.
 - Recommendation: DENIAL
 - Reasons: The request is self-imposed. The applicant cannot meet applicable ADA regulations for non-slip surfaces. Long-term maintenance of the gravel, the lack of a decorative gravel solution and uncontrolled water runoff from the site are all general staff concerns.

IMPACT: N/A

MOTION:

- (1) I move to deny the requested variance for gravel parking from *Section 7.02(5)* by Jerry Tolbert as presented.

**ORDINANCE TO AMEND THE ZONING
ORDINANCE OF THE CITY OF VILLA RICA**

WHEREAS, the City of Villa Rica currently has a Zoning Ordinance; and

WHEREAS, the City wishes to amend Sec. 2.02(8) of said Ordinance.

NOW, THEREFORE BE IT HEREBY ORDAINED by the Mayor and Commission that Sec. 2.02(8) (Membership) be amended to read as follows:

Sec. 2.02(8) – Membership.

- a) The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in the city limits of Villa Rica, Georgia. The members shall be appointed as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be nominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been sworn in.
- i) The current terms for the wards within the City are as follows:
- Ward 1 - 01/01/2020—12/31/2022
 - Ward 2 - 01/01/2022—12/31/2022
 - Ward 3 - 01/01/2021—12/31/2023
 - Ward 4 - 01/01/2021—12/31/2023
 - Ward 5 - 01/01/2023—12/31/2023

Any and all other provisions of the City of Villa Rica Zoning Ordinance shall remain unchanged.

- b) No member shall hold any elective public office within the City of Villa Rica. Unexpired terms shall be filled by the City Council. Members are removable for cause by the City Council upon written notice and after a public hearing.

- c) Failure to attend three (3) out of four consecutive meetings or more shall be considered automatic resignation from the Planning & Zoning Commission. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator) shall inform the City Council of such occurrence as promptly as possible, so that the Council may appoint a replacement to fill the unexpired term.

Any and all other provisions of the City of Villa Rica Zoning Ordinance, except as amended herein, shall remain fully in effect.

IT IS SO ORDAINED on this the _____ day of May, 2023.

Gil McDougal, Mayor
City of Villa Rica

Attest:

Theresa Campbell, City Clerk

CHAPTER II - ADMINISTRATION

Sec. 2.01 – ENFORCEMENT

- 1) The Director of the Community Development department, or his/her designee, shall effect proper administration and enforcement of this Zoning Ordinance. *See also Chapter XII: Violations and Enforcement.*

Sec. 2.02 – PLANNING & ZONING COMMISSION

- 1) ESTABLISHMENT OF THE PLANNING & ZONING COMMISSION.
 - a) The Planning & Zoning Commission of Villa Rica shall be reconstituted and re-established in conformance with the Municipal Code. The Community Development Director, or his/her designee, shall serve as staff to the Commission.
 - i) Responsibilities. The Planning & Zoning Commission shall act in an advisory capacity to the City Council. In addition to any duties, responsibilities, or powers enumerated by the Council by resolution, ordinance, or the Municipal Code, the responsibilities of the Planning & Zoning Commission shall include:
 - (1) Conduct public hearings and makes recommendations on plan amendments, planned unit development, subdivisions, site plans as applicable, and zoning amendments;
 - (2) Recommend changes and amendments to the Zoning Map and the Code text;
 - (3) Conduct hearings and make recommendations on comprehensive plan amendments; and
 - (4) Make recommendations upon all other items referred to it by the City Council.
 - ii) Public Hearing Procedures
 - (1) Rules of Procedure. The Planning & Zoning Commission may adopt rules of procedure consistent with the provisions of this Code.
- 2) NOTICE OF MEETINGS.
 - a) Publication of the notice of public hearing and notification of affected property owners shall be done in conformance with Article 2 of this Code. The meeting agenda shall be posted in the City Clerk's Office prior to the scheduled meeting.
 - b) The posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held. Alternative notice may be provided to a newspaper having a general circulation. O.C.G.A. § 50-14-1(d).
 - c) The Agenda must provide for all matters expected to be considered O.C.G.A. § 50-14-1(e)(1).
 - d) Agenda shall be available upon request and posted at the meeting site, as far in advance of the meeting as reasonably possible, but not more than two weeks (14 days) prior. O.C.G.A. § 50-14-1(e)(1).
- 3) CONDUCT OF MEETINGS.
 - a) All meetings of the Planning & Zoning Commission shall be open to the public.
 - b) The Planning & Zoning Commission shall have a regularly scheduled meeting at least once a month, and more often if necessary, for the transaction of business.
- 4) MINUTES.

- a) The Planning & Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its deliberations and other official actions.
 - b) The minutes shall be filed in the office of the Community Development Director.
- 5) CONFLICT OF INTEREST.
- a) A member of the Commission shall inform the Commission before the commencement of the public hearing, of any interest in the proposed action being reviewed by the Commission. The Commission Member shall not participate in any discussion or voting on any item for which the Commission Member or Commission Member's spouse, mother, father, children, siblings or in-laws has an interest.
- 6) QUORUM.
- a) The Planning & Zoning Commission shall have a quorum present before considering any business. A quorum shall constitute a majority of the qualified members of the Commission. The affirmative vote of the majority of the members present shall be required before the Commission shall approve a recommendation, action or development request.
- 7) INVALIDITY OF A VOTE.
- a) If a Commission member votes on a recommendation in which the Commission member has a conflict of interest, the member's vote shall be voided.
- 8) MEMBERSHIP.
- a) ~~The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in, own property within, or operate and manage businesses within the city limits of Villa Rica, Georgia. The members shall be appointed for two (2) year terms, as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be denominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been approved by the City Council.~~ The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in the city limits of Villa Rica, Georgia. The members shall be appointed as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be nominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been sworn in.
 - i) The current terms for the wards within the City are as follows:
 - (1) Ward 1 – ~~01/01/2020–12/31/2022~~ 01/01/2020-12/31/2023
 - (2) Ward 2 – ~~12/01/2019–12/31/2021~~ 01/01/2022-12/31/2022
 - (3) Ward 3 – ~~01/01/2021–12/31/2023~~ 01/01/2021-12/31/2022
 - (4) Ward 4 – ~~01/01/2021–12/31/2023~~ 01/01/2021-12/31/2022

(5) Ward 5 – ~~01/01/2021–12/31/2022~~ 01/01/2023-12/31/2023

- b) No member shall hold any elective public office within the City of Villa Rica. Unexpired terms shall be filled by the City Council. Members are removable for cause by the City Council upon written notice and after a public hearing.
- c) Failure to attend three (3) out of four consecutive meetings or more shall be considered automatic resignation from the Planning & Zoning Commission. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator) shall inform the City Council of such occurrence as promptly as possible, so that the Council may appoint a replacement to fill the unexpired term.

9) AUTHORITY.

- a) The Planning & Zoning Commission (“Commission”) is hereby authorized to perform those duties and functions specified in Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.) and other applicable sections of Georgia law and such other responsibilities as may be assigned to it from time to time by the Villa Rica City Council. For the purposes of this Zoning Ordinance, the duties of the Planning & Zoning Commission include:
 - i) Rules of Procedure. The Commission shall adopt written rules of procedure for the administration of the affairs of the Commission and its staff for filing, noticing and hearings. Refer to the Villa Rica Planning & Zoning Commission Rules of Procedures, as amended;
 - ii) Record Keeping. Maintain a complete record of all proceedings;
 - iii) Meeting Time and Records. Fix the time for holding regular meetings each month, or as necessary, keep minutes of all meetings, and maintain all minutes and records in the office of the Commission;
 - iv) Certification. Adopt a seal and certify all official acts;
 - v) Recommendations. Make recommendations to the participating legislative bodies concerning the adoption and amendment of the Comprehensive Plan, the Zoning Ordinance (including the Zoning Map), the Villa Rica Development Regulations, and Planned Unit Development district ordinances;
 - ~~vi) Decisions. Approve or deny plats, re-plats, and amendments to plats consistent with the Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.);~~
 - vii) Surety. Assume responsibility for the custody and preservation of all Commission documents and papers;
 - viii) Publications. Prepare, publish, and distribute reports, ordinances, and other material relating to the activities authorized by the Georgia Code;
 - ix) Modification. The Planning & Zoning Commission may initiate modifications to the standards of this Zoning Ordinance.
 - (1) Modifications recommended by the Planning & Zoning Commission shall be subject to the approval of the City Council as a text amendment to the Zoning Ordinance.
 - x) Other Duties. All additional duties as established by Georgia Code.

Sec. 2.03 - COMMUNITY DEVELOPMENT DIRECTOR

- 1) ENFORCEMENT. The Director of the Community Development department (referred to as the “Director” for the purposes of this Ordinance), including his/her designee(s), will have the principal

responsibility for the administration and enforcement of this Ordinance within the Planning & Zoning Commission's planning jurisdiction. The authority to perform inspections, review applications, and issue permits may be delegated to other officials by the Director. In the performance of these functions, the Director and his/her appointed officials shall be responsible to the Planning & Zoning Commission and the Villa Rica City Council. The duties delegated by the Planning & Zoning Commission to the Director, or his/her designee shall include, but not be limited to the following.

2) **BASIC DUTIES**

- a) Interpretation. Provide interpretation of the "City of Villa Rica Zoning Ordinance" when necessary and provide such technical and clerical assistance as the Planning & Zoning Commission and Villa Rica City Council may require.
- b) Maintenance. Provide and maintain a public information service relative to all matters of the Planning & Zoning Commission and arising out of the "City of Villa Rica Zoning Ordinance."
- c) Land Disturbance Permits. Reviewing, approving, or disapproving all Land Disturbance Permits and keeping permanent records of applications made and actions taken;
- d) Inspections. Conducting inspections of structures and properties to determine compliance with the requirements of this Ordinance and all approvals granted by the Planning & Zoning Commission, Villa Rica City Council, or other body (i.e. HPC) in the execution of its duties as established by this Ordinance and the Georgia Code;
- e) Record Keeping. Maintaining permanent and current records documenting the application of this Ordinance including, but not limited to, all maps, amendments, Special Exceptions, variances, and appeals;
- f) Planning & Zoning Commission Applications. Receiving, processing, docketing, and referring to the Planning & Zoning Commission all appropriate applications and other matters upon which it is authorized to act under this Ordinance and Georgia Code;
- g) Villa Rica City Council Applications. Receiving, processing, docketing, and referring to the Villa Rica City Council all appeals, variances, and Special Exceptions;
- h) ~~Administrative and Plat Committee.~~ **Technical Advisory Committee (TAC).** Receiving, processing, docketing, and referring all appropriate applications;
- i) Clerical & Technical Assistance. Providing all such clerical and technical assistance as may be required by the Villa Rica City Council, Planning & Zoning Commission, Legislative Bodies, or other body in the execution of its duties as established by this Ordinance and Georgia Code.
- j) Provide Information. Provide information to the Planning & Zoning Commission and the Villa Rica City Council and maintain permanent and current records arising from the administration of the "City of Villa Rica Zoning Ordinance," including but not limited to, all maps, amendments, Improvement Land Disturbance Permits, Certificates of Occupancy, Certificates of Completion, Variances, Special Exceptions and appeals, and applications thereof, and records of hearings thereon.
- k) Planning and Zoning Commission Recommendations. The Director, or his designee, shall report the actions and recommendations of the Planning and Zoning Commission to the City Council at the time those recommendations are made to the council.

- l) Research and Analysis. Conduct research and collect and analyze, on a continuing basis, all pertinent data on the growth and development of the city in order to provide a foundation for a planning program.
 - m) Fee Schedule. The Director shall maintain a schedule of fees for all applications, permits, and other processes outlined in this Ordinance.
 - i) Fee Basis. All fees shall be intended to reimburse the City for the time and cost of processing the required materials. In no instance shall a fee be used as a means of discouraging or encouraging any particular types of applications.
 - ii) Public Access. The fee schedule shall be made available to the public by the Director.
 - iii) Establishment and Revisions. The fee schedule shall be prepared by the Director and adopted by the Villa Rica City Council as applicable.
 - iv) Payment Required. Until all applicable fees have been paid in full, no action shall be taken on any application or petition.
 - v) Fines for Failing to Obtain a Permit. The Director may require any person who initiates construction of a structure or the alteration of land prior to obtaining any required permit to pay up to three (3) times the amount of the normal permit fee listed on the fee schedule as a penalty. In addition to any other enforcement action, the Director may recover a reasonable attorney fee incurred in the enforcement of any provision of this Ordinance.
 - n) Schedule of Meeting and Filing Dates. The Director shall maintain an annual Calendar of Meeting and Filing Dates for the Planning & Zoning Commission, Villa Rica City Council, and other established advisory/review committees. The existence of this calendar shall not be interpreted as prohibiting special meetings of the Committees, Commission, or Council.
 - i) Coordination of Calendars. The calendars of the ~~Administrative and Plat Committee~~ **Technical Review Committee**, other established advisory/review committees, and Planning & Zoning Commission shall be coordinated to ensure the efficient processing of applications.
 - ii) Conformance with Georgia Code. All meeting and filing dates shall be based on the requirements of this Ordinance and the laws of the State of Georgia.
 - iii) Approval of Dates. The Calendar of Meeting and Filing Dates shall be prepared by the Director and approved by the Planning & Zoning Commission and Villa Rica City Council ~~(the Planning & Zoning Commission shall be responsible for approving a coordinated calendar for the Administrative and Plat Committee or other advisory/review committees).~~ The calendar of meeting and filing dates shall be reviewed and updated annually by the Director.
- 3) APPEALING A DECISION OF THE DIRECTOR. Recourse from the decision of the Director shall be to the Villa Rica City Council on matters pertaining to zoning and shall be made in accordance with *Section 11.11 – Administrative Appeals Procedure* and the Villa Rica City Council Rules of Procedure. Recourse from the decision of the Villa Rica City Council shall be to the courts as provided by law.
- ~~a) Exception. Recourse from the decision of the Director regarding administrative review of Development Plans shall be appealed to the Planning & Zoning Commission.~~

Sec. 2.04 - VILLA RICA CITY COUNCIL

1) VILLA RICA CITY COUNCIL ESTABLISHMENT AND PROCEDURES

- a) Refer to O.C.G.A. 45-12-200, et seq. and the City of Villa Rica City Council Rules of Procedure, as amended, for regulations and rules. The intent of this Section is not to establish the validity of the City Council, but to empower the City Council as the body of adjudication on appeals of the Zoning Ordinance, zoning processes, and/or decisions of the Community Development Director on matters of zoning appeal.

2) DUTIES OF THE VILLA RICA CITY COUNCIL

- a) For the purpose of this Ordinance the Council has the following specific responsibilities:

- i) Development Standards Variances.

- (1) The Villa Rica City Council shall approve or deny variances from ~~the development standards (such as height, bulk, or area)~~ **all individual standards found within** of the Zoning Ordinance in accordance with the Georgia Planning Act (O.C.G.A. 36-66-1, et seq.; 36-67-1, et seq.; and, 36-67A-1, et seq.). **Variances shall not be granted from standardized procedural or administrative policies found within the Zoning Ordinance.**

A variance may be approved only upon a determination in writing that:

- (a) the approval will not be injurious to the public health, safety, morals, and general welfare of the community;
 - (b) the use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
 - (c) the strict application of the terms of the Zoning Ordinance will result in practical difficulties in the use of the property.

- (2) Variance procedures can be found in *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.

- ii) Appeals. The Villa Rica City Council shall hear and determine all appeals from any decision or action in the administration or enforcement of the Zoning Ordinance. The Villa Rica City Council shall hear and determine all appeals from the refusal to issue permits. The Council may decide appeals by reversing or affirming, wholly or in part, or by modifying such decision, action or refusal.

- iii) Special Exceptions. To grant, approve or deny all Special Exception permits as specified in each zoning district and under the procedures per *Section 11.09 – Special Exception Procedure* and the Villa Rica City Council Rules of Procedure.

- iv) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.

- v) Annexation. Georgia's Zoning Procedures Act (ZPA), O.C.G.A. 36-66, defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPA.

- vi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the

annexation of property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.

- vii) Zoning Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance.

Procedures are subject to the requirements outlined in Chapter XI: Petitions, Permits, and subject the requirements of Georgia's Zoning Procedures Act. O.C.G.A. 36-66, and are subject to the final approval of the City Council.

- viii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure, and on matters associated with Written Commitments or the satisfaction of Conditions of Zoning adopted by the City Council.

~~ix) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per Chapter XI: Petitions, Permits, and Procedures and the Villa Rica City Council Rules of Procedure.~~

~~x) Annexation. The Zoning Procedures Law defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPL.~~

~~xi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.~~

~~xii) Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in Chapter XI: Petitions, Permits, and subject the requirements of Georgia Zoning Procedures Act (O.C.G.A 36-66), and are subject to the final approval of the City Council.~~

~~xiii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure.~~

3) SUPPLEMENTARY CONDITIONS OF APPROVAL

- a) In granting any appeal or variance, the Villa Rica City Council may prescribe appropriate conditions of approval in conformity with this Ordinance. Violation of the conditions, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Ordinance and punishable under *Chapter XII: Violations and Enforcement*.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 2 *Administration* (Contained in the City of Villa Rica Zoning Code) – **Request to Withdraw Item**

CITY COUNCIL AGENDA DATE: July 11th, 2023

DATE: June 30th, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 2 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to revise and update the Administration portion of the ordinance, covering the Planning Commission, City Council and Community Development Director subsections. The enclosed recommended changes are to align with other changes passed by City Council throughout 2022 and will remedy existing errors in this portion of the ordinance.

BACKGROUND: Staff periodically reviews and updates sections of the zoning ordinance as required in an effort to adapt the current ordinance to the best operating procedures and development standards as they arise. Staff has embarked on an update of the ordinance that will feature at least one section revision per month in order to review and revise all thirteen sections of the zoning ordinance within the 2023 calendar year. Section 2 of the ordinance focuses on the administration of planning and zoning functions within the municipality and the separation of specific duties between the City Council, Community Development Director and the Planning Commission.

STAFF RECOMMENDATION: Staff recommends withdrawal of this item from consideration. Additional comprehensive changes to Chapters 1-5 are proposed at a forthcoming date (May or July) in order to consolidate ordinance changes and realize cost efficiencies while providing updates to Municode. This item will be reintroduced at that time and will be a part of other extensive ordinance changes, so they are all updated at once.

PLANNING COMMISSION: APPROVAL w/ Condition (5-0). The Planning Commission recommended approval of the changes subject to subsections 2.02(9)(a)(iv) and 2.03(3)(a), which are currently proposed for removal from the ordinance, to be left in place. The commission explained that they did not agree with the previous decision in 2022 to remove these sections from other portions of the zoning ordinance and supports all other changes to Section 2.

MOTION:

1. I move to withdraw the proposed amendment to Section 2 *Administration* of the City of Villa Rica Zoning Ordinance as attached hereto from consideration.



Planning & Zoning Community Development Department

ALT-03-22

Council Ward: 1

Planning Board Member: John Hannabach

City Council Member: Anna McKoy

Public Hearing Dates

Planning Commission: January 17th, 2023

City Council: February 7th, 2023

Request: Approval of a Revised Planned Unit Development Plan –Liberty Pointe

Addendum to October 2006 (RA-14-06) Staff Report:

The applicant is requesting to revise the Planned Unit Development approvals to consider revised Phases 2-5, which have changes to open space, unit count, land area, street layout, density, and amenities amongst other changes. The developer and applicant, Liberty Custom Homes, LLC, along with their builder, Century Communities, have completed Phases 1-4 of the community and have requested final plat approval for Phase 5 in order to complete the remaining 37-units of the project. This prompted a review of the original PD Plan by staff in order to confirm bulk regulations, unit counts, and other requirements of the development and original developer.

The total site area has been considerably reduced as the Southern Land Conservation Trust has since gifted the easternmost parcel to the city for a passive park. This change in ownership and purpose of this lot constituted a change that requires City Council action, as the original PD Plan approval cannot be completed without this additional area. Therefore, the applicant is requesting that the PD Plan be revised and the submitted plats for Phases 2-5 be considered as an update to the original concept plan. Phase 5 of the project is subject to the below land use changes as proposed by the applicant. The applicant is proposing to construct 37-units in the fifth phase, whereas the 2019 approval permitted 700 overall parcels.

2006 vs 2022:

	<u>2006 (Overall Project)</u>	<u>2022 Overall Project</u>	<u>2022 (Phase 5)</u>
Units	700	204	37
Site Area (acre)	205	46.42	8.80
Density (u/acre)	3.41	4.39	4.68
Open Space (acres)	48.56	11.66	0.91

Open Space (as a percentage of total Phase area)	23.65%	25.11%	10.34%
--	--------	--------	--------

The total site area has decreased from 205 acres to 46.42. Approximately 25.11% of the total site area is set aside for open space, which is more than the original approval by percentage, but is more than 30 acres less than originally approved. The developer's density is over the amount proposed in 2006, and the fifth phase will have a higher density than the entire development. The Future Land Use Map has this area listed as Suburban Neighborhood, which permits subdivision developments, however the maximum density proposed under this Land Use category is 1-2 du/ac for single-family developments.

No additional amenities are proposed within the final phase. The 2006 approvals had two amenity areas, several recreational trails, several tennis courts, two pools, two clubhouses and several other recreational areas. The developer is not proposing to construct any additional amenities beyond the amenities required in the current zoning ordinance, which is three (3). The applicant appears to meet this requirement.

The Unified Development Code (UDC) required several tree and shrub plantings that were to be located in front of each home constructed, as well as surrounding the retention pond, a 10' privacy/landscape buffer surrounding the site and a 25' buffer along Conners Road. These plantings have not been completed.

Staff Comments:

City staff have conducted several reviews of this development, which has prompted the developer to file the pending action. Staff has prepared several documents, such as a zoning audit, proposed architectural standards, a proposed master plan for the remaining portion of the development, proposed development regulations, and a proposed list of concessions by the developer in order to remedy the increase in density and decrease in open space caused by Phases 2-5. These documents are attached to this report and should be reviewed by City Council prior to a final decision on the application.

STAFF RECOMMENDATION: APPROVAL w/ Conditions

Conditions:

1. The alteration shall be binding upon a fully executed, revised Development Agreement that is to be submitted along with the Final Plat application. The attached Master Plan document shall regulate the conclusion of the development.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ALT-03-22 – Alteration of the Liberty Pointe PUD and Adoption of a Revised Concept Plan

AGENDA DATE: July 11, 2023

DATE PREPARED: June 30, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Liberty Custom Homes, LLC seeks an alteration of a Planned Unit Development (PUD) zoning for the Liberty Pointe subdivision located on Conners Road, inclusive of a new concept plan. The alteration would permit the remaining 37 homes to be constructed in the community.

BACKGROUND: The development was initially rezoned in 2006. The development has completed homes in phases 1-4 of the development, and the applicant is interested in constructing the remaining phase. The applicant submitted a Final Plat for Phase 5 and was subsequently denied for failure to follow the approved concept plan. Staff conducted a zoning audit of the PUD in 2022 and found several deficiencies in the development, including a concept plan that has not been followed, several state Development of Regional Impact (DRI) requirements that have not been completed, and a Development Plan (last updated in 2010) that has not been fully implemented. Staff has proposed several solutions in the form of a comprehensive Master Plan document to govern the remaining buildout to ensure that the initially approved quality of the development in which Council based the 2006 approval on materializes.

The Planning & Zoning Commission voted 5-0 to approve the application with the staff outlined conditions (below).

STAFF RECOMMENDATION: APPROVAL W/Conditions:

Reasons:

1. Phase V cannot be constructed without the alteration.
2. The development is in violation of the Development Agreement and Concept Plan.

Conditions:

1. The alteration shall be binding upon a fully executed, revised Development Agreement that is to be submitted along with the Final Plat application. The attached Master Plan document shall regulate the conclusion of the development.

IMPACT: N/A

MOTION: I move to approve the PUD alteration request from Liberty Pointe Homes, LLC with conditions as outlined by staff.



Application Checklist

Please complete this form when accepting an Alteration to Rezoning Conditions. For processing a Rezoning request or map/text amendments, application shall be submitted in accordance with a schedule adopted annually by the City Council. Each application shall be submitted at least 50 days prior to the date on which it is to be considered by the City Council and in any event in sufficient time so as to permit advance advertising and notice of any public hearing(s).

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

Please check the following items being submitted:

- ☒ 1. **Application Form:** Completed, signed and **notarized** by property owner. Application must have property owner's original signature.
- ☒ 2. **Campaign Disclosure Form:** Signed and notarized by the applicant and agent.
- ☒ 3. **Letter of Ownership:** Letter stating that the property owner is aware of the request and/or owns the property in question.
- ☒ 4. **Letter of Intent:** Must clearly state the proposed use and development intent
- ☒ 5. **Survey Plat (8 ½ x 11):** Prepared plat of the **Subject Property** that has been sealed within the last ten years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) Include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and 3) Include a notation as to the total acreage or square footage of the subject property
- ☒ 6. **Conceptual Site Plans (max. 24 x 36):** Twenty (20) copies that illustrates minimum details of the development standards: Buildings, setbacks, buffers, road frontage, correct scale, north arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers, proposed lot layout.
- ☐ 7. **Fee:** As listed on the Fee Schedule to defray the administrative and processing costs.

Name of Applicant:

Liberty Custom Homes, LLC

Signature of Applicant:

Paul Robinson

Date:

9/19/22



Alteration to Rezoning Condition

Name of Applicant: Liberty Custom Homes, LLC Phone: 770-231-8748 Date: 9/16/2022

Address Applicant: P.O. Box 1172 Fax: _____ Pager/Cell: _____

City: Douglasville State: GA Zip: 30133 E-mail: robbietiger@bellsouth.net

Name of Agent: Paul Robinson Jr Phone: same Date: _____

Address Agent: P.O. Box 1172 Fax: _____ Pager/Cell: _____

City: Douglasville State: GA Zip: 30133 E-mail: RobbieTiger@Bellsouth.net

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

For the Purpose of Single Family Residential Subdivision
(Type of Development)

Address of Property: Enclave Drive Nearest intersection to the property: Enclave Drive & Conners Road
(Street Address, if Applicable, Nearest Intersection, Etc.)

Land Lot Number(s): 172, 173, 180, & 181 District(s): 2 Section 5 County: Douglas

Size of Tract: 46.42 acre(s) Gross Density: 4.39 units per acre Net Density: 5.27 units per acre
All platted lots in Phases 1, 2, 3, & 4 and

Property Tax Parcel Number(s): Parcel # 01800250003 (Phase 5 not platted at this time) (Required)

Adjacent Property Owners:

North: City of Villa Rica

East: City of Villa Rica

South: Conners Road

West: JLC Mirror Lake Sub1, LLC

Stacey C. Oak
Witness' Signature

Stacey C. Oak
Printed Name of Witness

Joan H. Lee
Notary
(For Office Use Only)

Paul H. Robinson Jr
Signature of Owners/s

Robbie H. Robinson Jr.
Printed Name of Owners/s

Signature of Agent

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission action: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

Manager's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No ✓

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 16 day of Sept, 2022

Paul Robinson

Applicant's Name - Printed

Paul H. Robinson Jr.

Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 16th day of September, 2022

Brenda Jean Croft
Notary Public
State of Georgia
Douglas County
My Comm. Expires Dec. 13, 2022

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

September 16, 2022

Ronald Johnson
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

RE: Liberty Pointe Subdivision Ownership Letter

Dear Mr. Johnson,

I, Robbie Robinson, manager of Liberty Custom Homes, LLC, state that my company is the owner of the portion of property remaining to be developed in Liberty Pointe subdivision, and my company is aware of the zoning amendment request being submitted for Liberty Pointe subdivision to satisfy the City of Villa Rica's desire to update the PD zoning for this subdivision to exclude the portion of property now owned by the City of Villa Rica that was included in the original zoning.

Sincerely,

A handwritten signature in blue ink that reads "Robbie (Robbie) Robinson Jr". The signature is written in a cursive, flowing style.

Robbie Robinson
Manager

September 16, 2022

Ronald Johnson
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

RE: Zoning Amendment for Liberty Pointe Subdivision

Dear Mr. Johnson,

On behalf of Liberty Custom Homes, LLC, we are requesting to amend the existing Planned Development (PD) zoning for Liberty Pointe subdivision, formerly known as The Enclave at Mirror Lake. This property is an existing subdivision that has been mostly built out and platted and is a portion of a larger master planned PD development. The City of Villa Rica purchased the remaining portion of this master planned development and intends to keep their property preserved for park space and greenspace. Because of this, the City has determined that an amendment to the original PD zoning is necessary to exclude the portion of property that the City owns.

The original master planned PD development consisted of approximately 205 acres and was planned to be developed into a single-family detached residential subdivision consisting of 700 lots. The subdivision was planned with 4,000 sf and 6,000 sf lots. The proposed subdivision included amenities including clubhouses with pools, sports courts, walking trails, sidewalks, and pavilions. The development was planned to be constructed in phases. Included in this zoning amendment application is a copy of a previous preliminary layout we have retrieved from our records that shows the entire master planned development.

Out of the 205 acres originally zoned, 46.42 acres is now built or planned for construction. In 2010 the final plat for Phase 1 was approved and recorded. Considerable time then passed before any further development occurred in the subdivision due to the Great Recession. Then in 2018 the City Council approved a preliminary plat showing the remaining portion of Liberty Pointe to be developed. Later, final plats were approved and recorded for Phase 2 in 2019, Phase 3 in 2020, and Phase 4 in 2021. All of the approved and recorded final plats have been included in this application package.

To date, 167 lots have been developed and platted. A fifth phase has been planned and is awaiting permit approval, which consists of 37 lots. The remaining property in the master planned subdivision is owned by the City of Villa Rica as mentioned above. Permitting of Phase 5 is being withheld until this zoning amendment is granted. No additional development of the subdivision is planned beyond Phase 5. The zoning amendment requested would reduce the PD zoning from the original 205 acres to the 46.42-acre subdivision site.

Upon review of the all the drawings submitted in this application, you can see that the development has been constructed as previously planned and approved with some minor adjustments to the layout due to topography, rock, and streams encountered during survey and engineering of the project that necessitated layout adjustments. Lots designated to be 4,000 sf lots in the subdivision have remained

as previously zoned. All other lots meet or exceed the 6,000 sf lot size. The amenities included in the previous zoning for this portion of the development have been constructed as planned. Areas designated as common open space have increased from what was included in the previous zoning for this portion of the master planned development (the road in Phase 4, Amelia Court, was reduced and lots were eliminated due to rock and topographic constraints).

The original gross density proposed in the master planned development was 3.46 units/acre. The gross density of the platted subdivision including the planned Phase 5 is 4.39 units/acre. While the density for the reduced PD zoning area is higher than the master planned zoned area, you can see from the previous preliminary layouts that a majority of the common open space for the original zoning was in the northern portion of the property where a significant amount of floodplain exists (this is part of the property now owned by the City of Villa Rica). Further the current platted subdivision and planned Phase 5 are in keeping with the planned layout and lot size and common open space distribution of the master planned development. Therefore, it is expected that the density should reflect that of the portion of the master planned development that it represents and that it would be higher than the total density of the 205-acre master planned development.

If you have any questions, please contact myself or Robbie Robinson (the applicant).

Sincerely,

A handwritten signature in blue ink, appearing to read "John D. Bass".

John D. Bass, P.E.
President

Enclosures

April 19, 2023

PROPOSED REZONING ON PROPERTY
BY LIBERTY CUSTOM HOMES, LLC
NOTICE OF CONSTITUTIONAL CHALLENGE

BACKGROUND

Liberty Custom Homes, LLC (the "Owner") is the Owner of land located at Enclave Drive in Villa Rica, Georgia (the "Property"). An application for the alteration to rezoning conditions was filed by the Owner for Phase V.

PROPOSED USE

The Owner proposes to develop a single family residential subdivision.

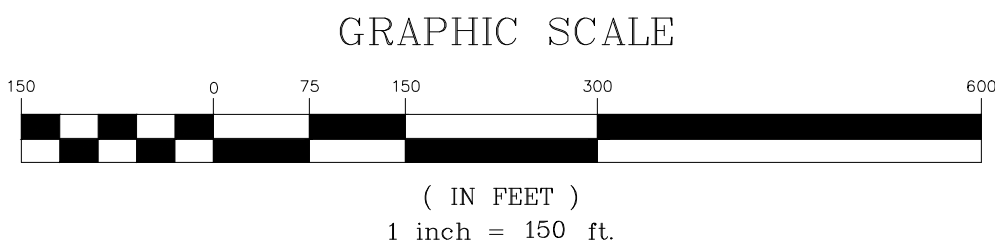
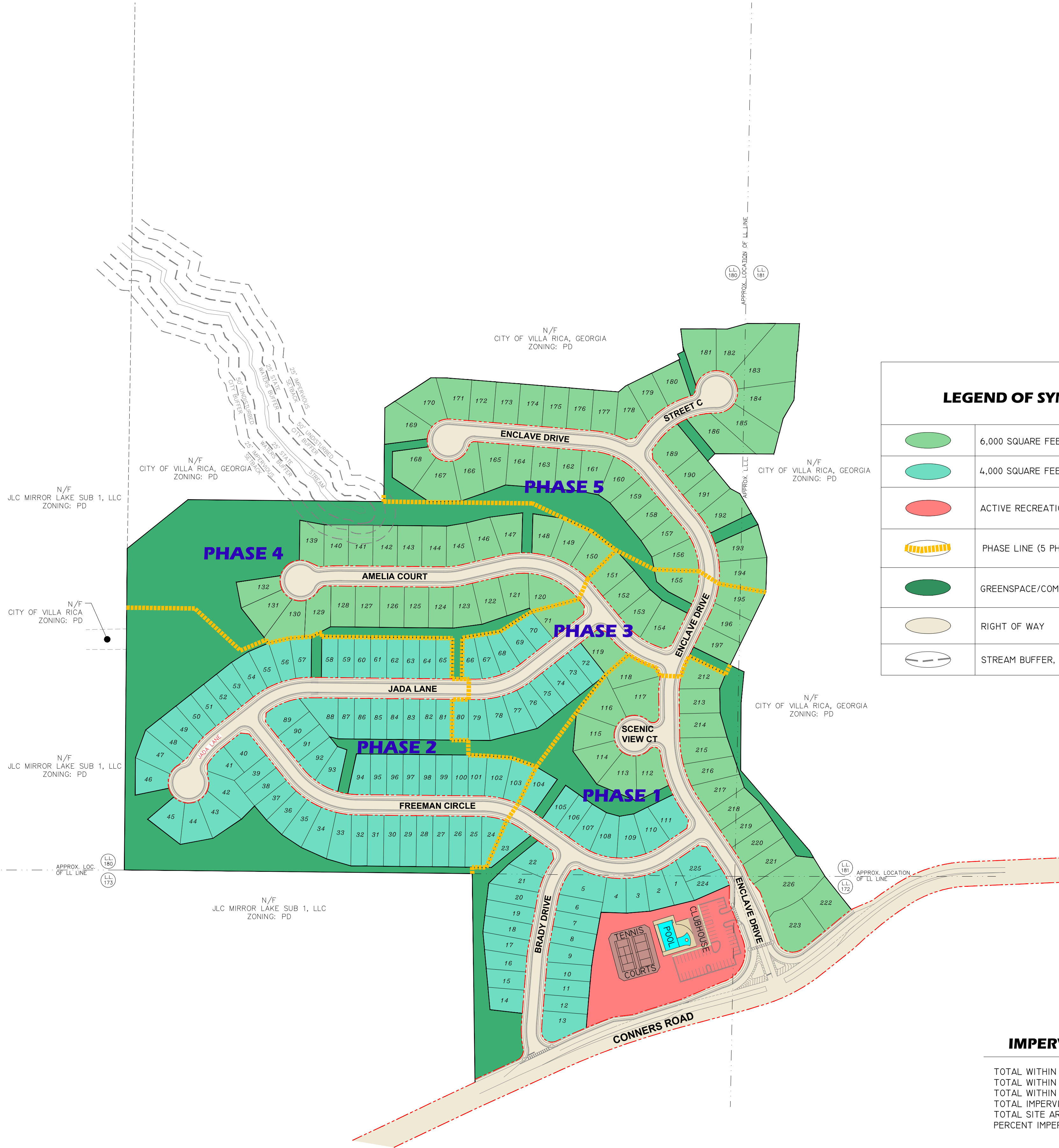
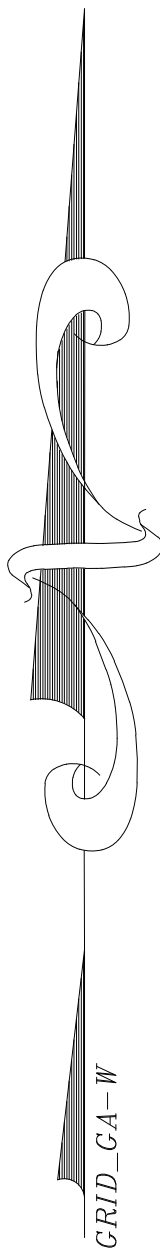
CONSTITUTIONAL REQUIREMENTS

In accordance with the requirements of various Georgia cases, including *OS Advertising Company v. Rubin*, 263 Ga. 761 (1994); *Cobb County Board of Commissioners v. Poss*, 257 Ga. 393 (1987); and *Gradous v. Board of Commissioners*, 256 Ga. 469 (1989), it is hereby submitted that, if not approved with the amended conditions, as requested by this action, the Villa Rica City Zoning Ordinance presently in effect, with any amendments, which prohibits the Project, is unconstitutional in that it renders the Property unusable and destroys its marketability. As such, the current zoning classification, without the amended conditions, constitutes a taking of the Property without just and adequate compensation and without due process of law in violation of the Fourteenth Amendment to the United States Constitution and in violation of Article I, Section I, Paragraph I and Article I, Section III, Paragraph I(a) of the Constitution of the State of Georgia. In this connection, the Owner contends that to deny the requested rezoning, with the amended conditions, constitutes an abuse of the police power, in that such denial bears no substantial relation to the public health, safety, morality, or general welfare. Accordingly, such

action would constitute a deprivation of Property rights without due process of law. Furthermore, to deny the rezoning, with the amended conditions, results in relatively little gain or benefit to the public while inflicting serious injury or loss on the Owner. To this extent, such action is confiscatory and void. The Property is best suited for PD use, with the amended conditions, as proposed by the Owner, and to deny the rezoning renders the Property unusable and destroys its marketability. This is a taking of Property without just compensation and without due process of law. In reality, the denial of the requested rezoning, with the amended conditions, causes a detriment to public good, in that the public can be served by the development proposed by the Owner given the particular location of this Property.

Accordingly, we respectfully urge your approval of the zoning request, with the amended conditions.

C:\PROJECT FOLDERS\2008060104_TREY ROBINSON_CONNERS ROAD_1-206\dwg\060104 PD ZONING AMENDMENT EXHIBIT.dwg, 9/15/2022 11:30:59 AM



LEGEND OF SYMBOLS/COLORS FOR PD MASTER PLAN	
	6,000 SQUARE FEET LOTS, 50' MIN WIDTH
	4,000 SQUARE FEET LOTS, 40' MIN WIDTH
	ACTIVE RECREATION/COMMON OPEN SPACE
	PHASE LINE (5 PHASES SHOWN)
	GREENSPACE/COMMON OPEN SPACE
	RIGHT OF WAY
	STREAM BUFFER, SEE PLAN FOR LABELS

IMPERVIOUS SUFRACE SUMMARY

TOTAL WITHIN ROW	5.94 ACRES
TOTAL WITHIN LOTS	7.92 ACRES
TOTAL WITHIN AMENITIES	0.90 ACRES
TOTAL IMPERVIOUS SURFACE	14.76 ACRES
TOTAL SITE AREA	46.42 ACRES
PERCENT IMPERVIOUS	31.8%

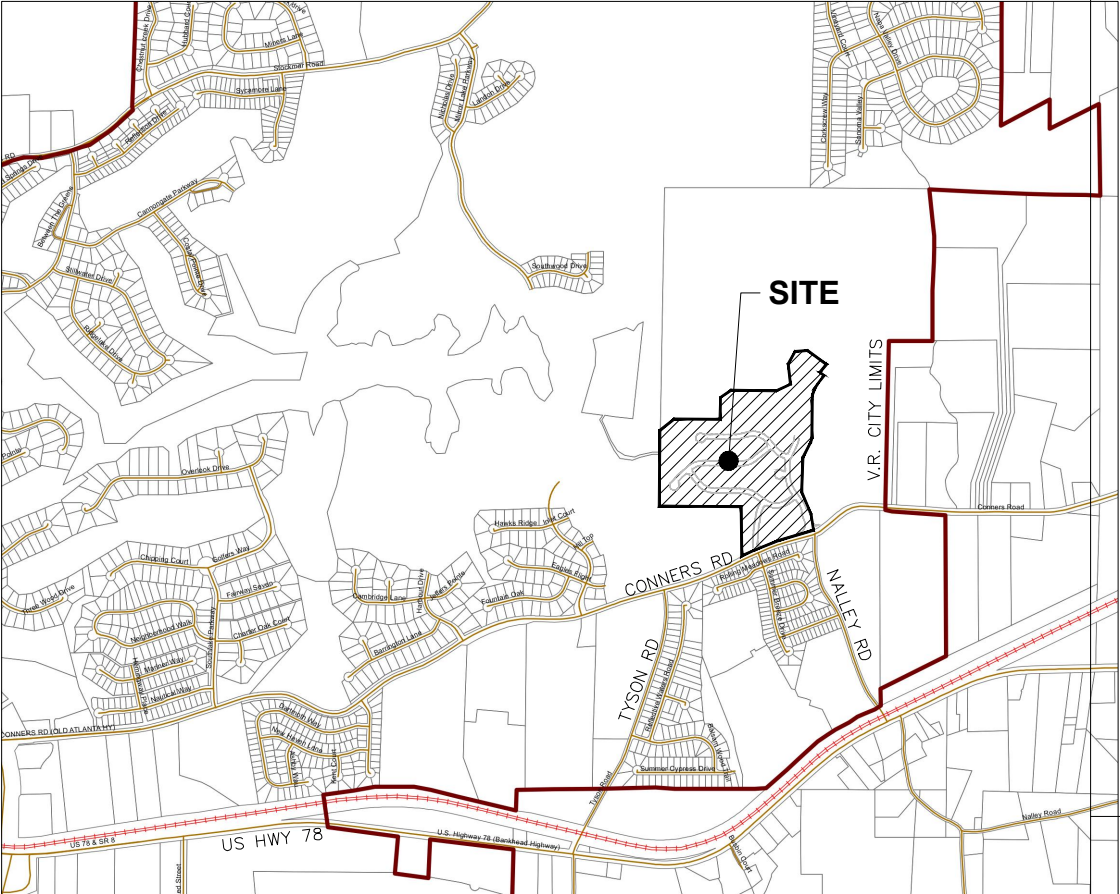
OPEN SPACE CHART	
	ACTIVE RECREATION: TOTAL ACRES: 1.97 (4.24%)
	GREENSPACE: 9.69 ACRES (20.87%)

DEVELOPMENT SUMMARY

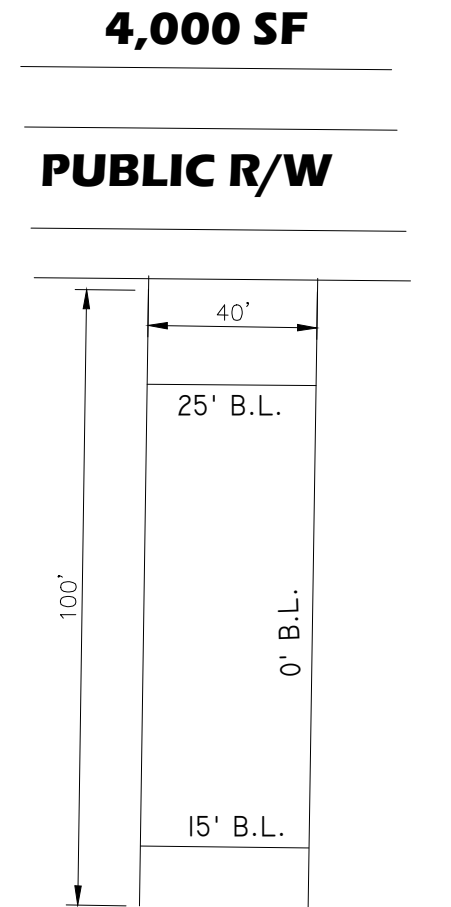
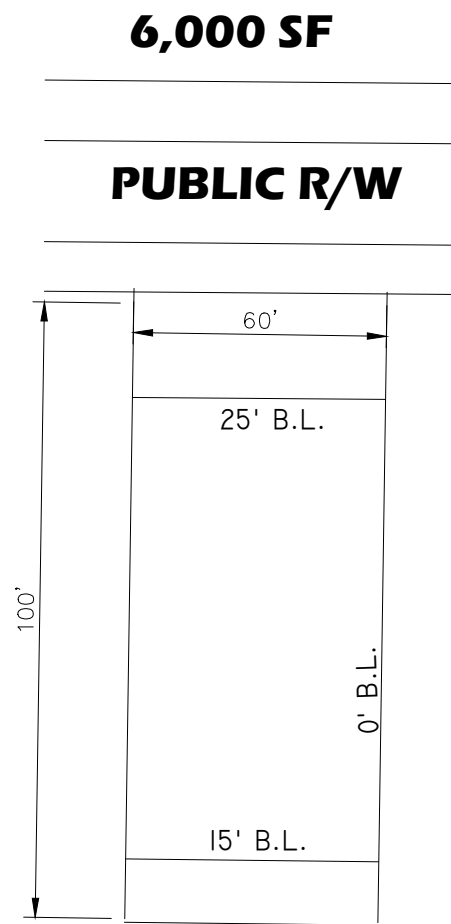
1. SITE AREA 46.42 ACRES
2. ZONING: PD (PLANNED DEVELOPMENT)
3. SET BACKS:
 - FRONT - 25' (MAJOR & MINOR)
 - REAR - 15'
 - SIDE - 0'
4. PROPOSED:
 - TOTAL UNITS = 204
 - 4,000 S.F.: SINGLE FAMILY DETACHED = 112
 - 6,000 S.F.: SINGLE FAMILY DETACHED = 92
 - MIN. DWELLING SIZE = 1500 S.F.
5. GROSS DENSITY: 4.39 UPA
6. AREA OF ROW: 7.77 ACRES
7. COMMON OPEN SPACE:
 - 11.66 ACRES (25.11%) TOTAL DEVELOPMENT
8. NET DENSITY:
 - TOTAL AREA 46.42
 - LESS ROW 7.77
 - NET AREA 38.65
 - NET DENSITY 5.27 UPA

OWNER/DEVELOPER

LIBERTY CUSTOM HOMES, LLC
ATTN: ROBBIE ROBINSON
P.O. BOX 1172
DOUGLASVILLE, GA 30133
770-231-8748



SITE LOCATION MAP
VILLA RICA, GEORGIA
SCALE 1"=2000'



GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA 30117
OFFICE (770) 834-4694
FAX (770) 834-1005
E-MAIL: mailbox@georgiawest.com

WARNING: THIS PLAN SHEET IS NOT THE OFFICIAL CONTRACT DOCUMENT UNLESS APPROVED BY THE APPROPRIATE GOVERNMENTAL AGENCIES.
WARNING: UTILITIES LOCATIONS ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.
NOTICE: IT IS THE PROPERTY OWNER'S/ CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL ENVIRONMENTAL IMPACT ISSUES AND TO OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE GOVERNING AUTHORITIES.

TITLE: PD ZONING AMENDMENT EXHIBIT
LIBERTY POINTE
(F.K.A. THE ENCLAVE @ MIRROR LAKE)
LOCATED IN LL 172, 172, 180, & 181 DISTRICT 2, SECTION 5
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

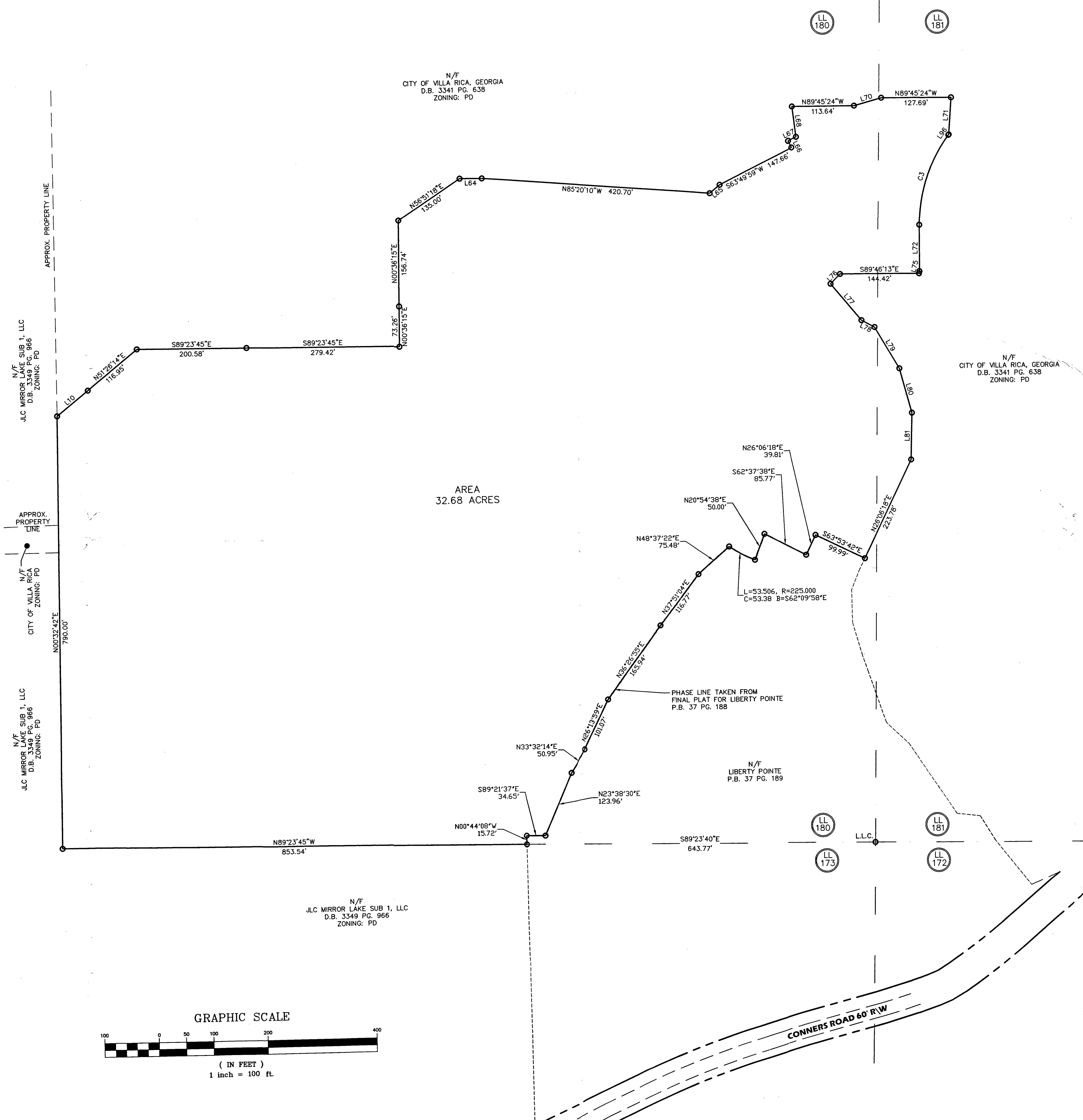
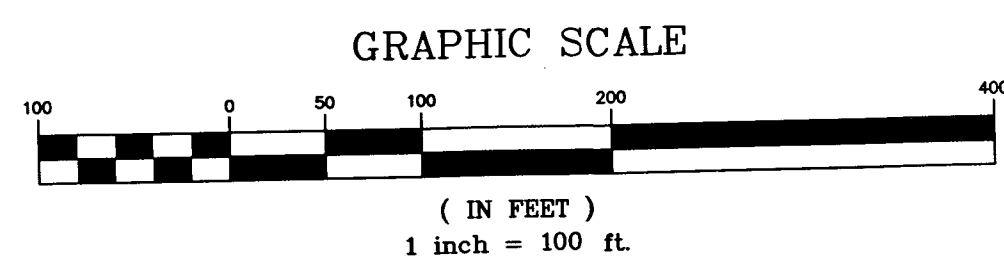
SCALE: 1" = 150'
DATE: 09-15-2022
DESIGNED BY: JDB
JOB NUMBER: 060104

NO. DATE REVISED DESCRIPTION

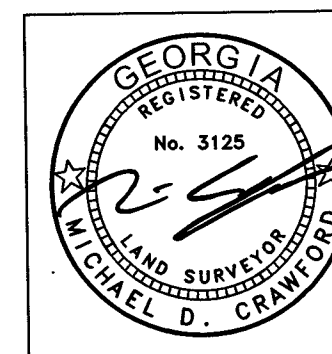
CURVE TABLE				
CURVE	LENGTH	CHORD	BEARING	RADIUS
C1	NOT USED			
C2	NOT USED			
C3	174.69'	171.77'	S18°48'07"W	275.00'

LINE TABLE		
LINE	LENGTH	BEARING
L1	NOT USED	
L2	NOT USED	
L3	NOT USED	
L4	NOT USED	
L5	NOT USED	
L6	NOT USED	
L7	NOT USED	
L8	NOT USED	
L9	NOT USED	
L10	73.05'	N51°26'14"E
L11	NOT USED	
L12	NOT USED	
L13	NOT USED	
L14	NOT USED	
L15	NOT USED	
L16	NOT USED	
L17	NOT USED	
L18	NOT USED	
L19	NOT USED	
L20	NOT USED	
L21	NOT USED	
L22	NOT USED	
L23	NOT USED	
L24	NOT USED	
L25	NOT USED	
L26	NOT USED	
L27	NOT USED	
L28	NOT USED	
L29	NOT USED	
L30	NOT USED	
L31	NOT USED	
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L36	NOT USED	
L37	NOT USED	
L38	NOT USED	
L39	NOT USED	
L40	NOT USED	
L41	NOT USED	
L42	NOT USED	
L43	NOT USED	
L44	NOT USED	
L45	NOT USED	
L46	NOT USED	
L47	NOT USED	
L48	NOT USED	

LINE TABLE		
LINE	LENGTH	BEARING
L49	NOT USED	
L50	NOT USED	
L51	NOT USED	
L52	NOT USED	
L53	NOT USED	
L54	NOT USED	
L55	NOT USED	
L56	NOT USED	
L57	NOT USED	
L58	NOT USED	
L59	NOT USED	
L60	NOT USED	
L61	NOT USED	
L62	NOT USED	
L63	NOT USED	
L64	40.63'	S89°23'45"E
L65	21.65'	S50°40'20"W
L66	13.77'	N25°00'00"W
L67	16.00'	N65°00'00"E
L68	56.77'	N07°00'00"W
L69	NOT USED	
L70	31.87'	S74°48'20"W
L71	7.68'	N04°12'51"E
L72	84.78'	S00°36'15"W
L73	NOT USED	
L74	NOT USED	
L75	4.22'	N14°38'33"E
L76	25.12'	N45°04'28"E
L77	77.67'	N39°24'45"W
L78	26.97'	N61°28'13"W
L79	87.54'	N30°32'05"W
L80	83.61'	N15°08'12"W
L81	85.29'	N01°47'10"E
L82	NOT USED	
L83	NOT USED	
L84	NOT USED	
L85	NOT USED	
L86	NOT USED	
L87	NOT USED	
L88	NOT USED	
L89	NOT USED	
L90	NOT USED	
L91	NOT USED	
L92	NOT USED	
L93	NOT USED	
L94	NOT USED	
L95	NOT USED	
L96	0.98'	S37°00'00"W



NOTE: BOUNDARY INFORMATION SHOWN BASED ON BOUNDARY SURVEY FOR CONNERS ROAD, LLC., PREPARED BY GA. R.L.S. V.T. HAMMOND, DATED 04-08-04. NO FIELD SURVEY PERFORMED BY GEORGIA AND WEST, INC. IMPROVEMENTS ON PROPERTY NOT SHOWN.

[illegible]

GA **GEORGIA**
& WEST, INC.

ENGINEERING • LAND SURVEYING • LAND PLANNING

105 CORPORATE DRIVE
CARROLLTON, GA 30117

OFFICE (770) 834-4694
FAX (770) 834-1005

E-MAIL: nalloy@nemi.comlandwest.com

TITLE: PRELIMINARY PLAT
COMPOSITE MAP
LIBERTY POINTE PHASE 2
(F.F.A. THE ENCLAVE @ MIRROR LAKE)
LOCATED IN LL 172, 173, 180, 181, DISTRICT 2, SECTION 5
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

A MESSAGE TO ALL HOMEOWNERS OF
LIBERTY POINTE HOMEOWNERS ASSOCIATION

Just wanted everyone to thank the previous board, Kenisha Cook, Tina Coates, Mantressa Walker and Jasmine Jones for helping get the new entrance sign built, it looks awesome... and the HOA is working on a sign at the other entrance as well.

On another note, the City of Villa Rica has directed that **Liberty Custom Homes, LLC**, make a number of expensive improvements to Liberty Pointe Unit # 1 around the pool, tennis courts, club house and detention ponds before it will approve the construction plans for Liberty Pointe Unit #5. Those areas are owned by the H.O.A. and not by **Liberty Custom Homes, LLC** and it has **no legal or financial duty** to make the changes being mandated by the City of Villa Rica. **Liberty Custom Homes, LLC** had nothing to do with the development of Phase 1, and it has never owned or had anything to do with the pool, tennis courts, club house, or other amenity areas.

However, if the majority of homeowners in Units #1 through #4 vote to do so, the HOA can perform the improvements proposed by the City's request. If you would like to do these improvements (which includes, trees around the detention ponds up front, side walk along Conners Road, shrubs on the hill along Conners Road, marking the streets with turn lanes), the residents can impose an assessment from each household in order to fund the improvements requested by the City of Villa Rica.

Please let us know if you're interested and we will pass that fact along to the City of Villa Rica. If you think that is not something that the City of Villa Rica should be doing, please let us know that as well so we can inform the City of Villa Rica. **Liberty Custom Homes, LLC** needs to finish Unit # 5, which is the last unit of the subdivision, because it will be 17,000.00 per year into the HOA's account for the use of the Community.

On a positive note, the **Swimming Pool** is going through all the inspections require by the state and county and should be open in a couple of weeks.

Now that we have **Premier Association Management** with Donikia Willis taking care of our management needs in the Subdivision, please call her for any questions...**770-949 6536**, or me, Robbie at **770-231-8748**, if they can't answer anything for you.

Also, for the bad news, we are going to start **July 1st** to lien all of those property owners who have not paid their H.O.A fees, with interest till paid in full.... It is not fair for all the great homeowners that have paid their fees on time, to support the ones who have not.

Thank you for your attention, and let's make **LIBERTY POINTE HOMEOWNERS ASSOCIATION** the best it can be.... because your home is the most important asset you have ...

Thanking you in advance

Robbie Robinson

Declarant and Manager of HOA

On behalf of the residents of Liberty Pointe Community Subdivision, there is a unanimous feeling that the neighborhood has been grossly neglected. Liberty Pointe Community Subdivision hasn't been up to par for years due to the developer and builder not making the community live up to its full potential. The residents feel the neighborhood has been misrepresented by the builder and developer. There have been a number of community meetings where homeowners have voiced their complaints in regards to the lack of landscaping, curb appeal and the absence of a neighborhood sign. The lack of curb appeal leaves the residents embarrassed and urging for a change. Although the decision to have a sign and landscaping is unanimous, the residents don't feel they should be responsible for the costs because this should have all been done by the developer and builders. Many homeowners state they were informed by Wade Journey Homes and Century Communities (Century Complete) that a permanent sign would be placed in the neighborhood yet this has not been done. Liberty Pointe Community Subdivision has been established for well over 10 years. No improvements have been made to the landscaping and overall beautification of the neighborhood. Since that time, HOA dues have been collected yearly at the rate of \$450. As of today, there are 165 homes within the community. Although the neighborhood has been established for quite some time, an HOA board was not established until December 3, 2022. Once the HOA board was established, board members obtained a property management company (Premier Association Management LLC) that was effective January 1, 2023. The homeowners of Liberty Pointe are in full support of the City of Villa Rica's proposed improvements list. Our hope is that we can come to an amicable agreement with the developer and give the residents of Liberty Pointe a beautiful neighborhood that compliments the surrounding communities. If the developer and builder could make this right and complete these projects, this would make our community a better place to live.

Liberty Pointe Community Subdivision

Liberty Pointe Delinquencies and Proposed Improvements List -2/13/23

Development Delinquencies (red) and Proposed Solutions (green):

- The developer has failed to construct the development to the 2006 approved concept plan. The city's ownership of the parcel to the east and north is now designated for a passive park on Conners Road, which makes completing the subdivision to the initial plans impossible.
 - The submittal of a revised concept plan, Phase V preliminary plat, and open space, amenity and landscaping plans for Phase I and Phase V open space areas within 12 months of approval;
- The developer was approved for 225 4,000 SF lots (32.14%) and 475 6,000SF lots (67.84%) in 2006. The developer has constructed 130 4,000F lots (63.10%) and 76 6,000 SF lots (36.9%).
 - A new Master plan shall be imposed on the development, revising the bulk regulations and permitted uses within the PUD, which will include the following improvements:
 - A maximum of 199 units are permitted in the entire development and no more than 30 units in Phase V. The developer has proposed 37.
 - The introduction of a minimum lot width of 60'.
 - The introduction of a side yard setback (5' proposed, 0' currently).
 - The introduction of a house separation minimum of 10'.
 - An increase in the minimum heated square feet from 1,500 to 1,800.
 - The introduction of a maximum height of 35'.
 - An increased gross density to no more than 4.37 du/acre (compared to the 4.57 du/acre the developer proposes). No more than 3.4 du/acre is permitted in Phase V.
 - Increase to the open space proposed from 10.9 acres to 11.68 acres to account for a mandatory 1-acre common space, parking lot and trailhead space within the fifth phase.
 - The permitted uses within the PUD is to be altered to remove the required 10,000 SF commercial center in favor of permitted by-right home occupation and home based businesses as an accessory use only; recreational uses; and common space.
 - The developer shall follow the attached architectural standards and development standards as found within the city's current zoning ordinance.
- The maximum density of the development when approved was 3.45 du/acre. The developer is proposing a total density of 4.57 du/acre, which is a 32.46% increase in density.
 - All homes shall be required to have a minimum 18' wide driveway and a minimum two-car garage.
 - All homes shall have a rear patio measuring at least 10' x 10' in area. Said patio is required to be covered and shall not be enclosed by the builder/developer.
- The developer was approved for 48.56 acres of open spaces and proposes a total of 10.9 acres, which is only 22% of the total indicated in the PUD concept plan. The 10.9 acres would still constitute 23% of the overall open space, which is consistent with the 2006 Plan. (See Above)
- The developer was to construct several amenity sites, including two clubhouses with pools, four open air pavilions, seven sport courts and walking trails throughout the development. The developer has only constructed two tennis courts, a pool and a clubhouse.

- Two (2) tot lots with a minimum size of five-hundred (500) square feet per lot;
 - A basketball or volleyball court;
 - Two (2) picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two (2) picnic tables and one (1) barbeque grill/pit per area.
 - A common park area consisting of walkways, benches and landscaping (as approved by staff) measuring no less than one (1) acre. This area is not to be included in area calculations for other required site amenities;
 - A parking lot for the above-described park area and trailhead including at least ten (10) parking spaces and two (2) handicap spaces.
- The landscaping surrounding the retention pond and along Connors Road have not materialized.
- Each home constructed was required to have four shrubs and two trees in the front yard. Only three shrubs per home was planted.
 - All yards (front, side and rear) must be fully sodded.
 - Section 7.05 *Landscaping Standards* must be followed in its entirety. The “R2 Zone” standards within Table 7.7 shall apply (10 shrubs per lot required, 2 trees).
 - No less than 25% of all healthy and mature evergreen, deciduous or ornamental trees measuring more than 2.5” in caliper diameter (as measured at six (6) inches above the top of the rootball), and located outside of the buffer area, shall be saved under enhanced tree protection.
- The developer was to construct a 10,000 SF commercial center within Phase I. This has not been constructed.
- The site was to feature a 25’ buffer around the entire site. This buffer has not materialized on the south and eastern sections of the development.
 - A 25’ landscape buffer shall be installed on Connors Road, Brady Drive and Enclave Drive along the entrance to the community along all sections of platted common space. The landscape buffer should follow the regulations contained within Section 7 of the current version of the City of Villa Rica Zoning Ordinance and be approved by the Planning & Zoning Administrator. Dense and mature evergreen shrubbery should be installed surrounding the fencing for the detention pond as approved by the City Engineer. Staff shall be granted discretion to determine the most appropriate tree and shrub species from the list of approved trees and shrubs and formulate the total amount of trees and shrubs required. The developer shall submit a landscaping plan for these areas during the Preliminary Plat phase. 338 trees 169 shrubs shall be planted within the 25’ landscape buffer along Connors Road, Brady Drive and Enclave Drive; surrounding the retention pond on the northwest corner of Brady Drive and Connors Road; and the amenities area in Phase 1. Should the amount of plantings exceed the amount of space within this area, a contribution to the city’s tree bank for the cost of the unplanted trees and shrubs shall be permitted in accordance with the city’s Zoning Ordinance. All trees and shrubs must be installed within six (6) months from the date of approval of the landscaping plan.

- Buffer Yard 1 (10' buffer yard and additional landscaping material as indicated in Table 7.9) shall apply along all property boundaries of Phase V.
 - The Development of Regional Impact (DRI) report for this project required several transportation and connectivity improvements that were not implemented (see development agreement information below).
 - To remedy the lack of sidewalks, community connectivity and trails as proposed by the developer in 2006 and made required by the DRI report, the developer shall install sidewalks on both sides of internal streets within Phase V and along Conners Road for the entire frontage of the development.
 - The applicant shall meet all applicable requirements within the GRTA Notice of Approval for DRI #430 and have all improvements completed prior to approval of the Final Plat by the City Council.
 - The developer entered into a legally binding development agreement with the city that has various portions that have not been implemented or have otherwise not been followed. The following items are still outstanding:
 - The applicant shall enter into a binding legal agreement with the city to produce an updated Development Agreement that includes, at a minimum, all subjects/topics within the existing agreement. This agreement shall be in effect prior to the approval of the Final Plat for Phase 5.
1. A traffic study when 60% of the dwellings are in the Final Plat process and any and all traffic improvements associated with the development that are merited, such as installation of the necessary enhancements (i.e. traffic signal, roundabout, etc.) prior to Final Plat approval, or present the City of Villa Rica with a letter of Credit or Performance Bond until the necessary improvements have been completed.
 - The Developer/Builder/Owner/Applicant shall contribute towards the cost of the new roundabout at Enclave Drive, including all landscaping for the new roundabout on the northern side of Conners Road. The contribution amount shall be calculated by the City Engineer prior to approval of the Final Plat for Phase V.
 2. Off-site turn lanes and other improvements at Conner's Road near Nalley Road and Brady Drive have not been installed.
 - All traffic improvements, including striping for acceleration/deceleration lanes, left hand turn lanes, stop signs, yields signs, etc. must be installed on Conners Road, Brady Drive and Enclave Drive by the developer prior to issuance of approvals for Final Plat of Phase V.
 3. A 25' nondisturbance buffer around the entirety of the project has not been installed (see above).
 4. Bicycle racks were to be installed at each amenity area. This has not been installed.
 - Two bicycle racks shall be installed in the community. One shall be located at the community clubhouse and one located at the beginning of the trailhead. Each rack must be capable of holding no less than ten (10) bicycles.
 5. A trail system was to connect the open space areas with the amenity areas. This has not been installed.

- Construction of a trailhead and a contribution to the creation of walking trails within the proposed Conners Road Park. The Developer/Builder/Owner/Applicant shall be duly and legally responsible for a contribution in the amount equivalent to the construction and pre-planning costs associated with the first mile of the trail within Conners Road Park as specified by the City Engineer. The material and specifications of the trail/trailhead shall be indicated by staff, and guided by the Gold Nugget Trail Master Plan, prior to final plat approval.

6. Several amenities have not been installed (see above).

General Provisions:

1. All amenities, landscaping and open space must be installed within 6 months from the date of approval of the open space, amenity and open space plans.
2. The updated Development Agreement, proposed applications and exhibits, concept plans, conditions and all submitted plats shall be entered into the legal record by the developer prior to Final Plat approval by City Council.

Homeowners Association Request:

1. The developer/builder/applicant shall install two masonry entrance signs at Brady Drive and Enclave Drive at their respective intersections with Conners Road. The sign plate shall measure 32 square feet with a height not to exceed 8 feet.

LIBERTY POINTE
Planned Unit Development
Master Plan
July 21, 2022 – Updated May 10th, 2023

This document is intended to compile information for future development within the Liberty Point Planned Unit Development (PUD) community. This includes the general design standards, architectural design standards, landscaping standards, amenities and open space requirements that the remainder of the PUD will follow as it is developed. These standards are proposed to supersede all prior approvals dating to the original 2006 rezoning approval and is to apply to all remaining sections of the PUD and all existing and future common areas.

BULK REGULATIONS:

	2006 Plan	2022 Plan
Maximum Number of Lots	700	202 (37 in Phase V)
Minimum Lot Width	N/A	60'
Total Lot Area (ac.)	205	45.51
Minimum Lot Size	4,000 SF (225 units; 32.14%) 6,000 SF (475 units; 67.86%)	6,000 SF
Front Setback	25'	25'
Side Setback	0'	5'
Rear Setback	15'	15'
House Separation Minimum	N/A	10'
Minimum Heated Square Feet (Avg.)	1,500	1,700
Height	N/A	35'
Gross Density (du/acre)	3.45	4.43
Open Space (ac.)	48.56	11.68
Permitted Uses	• 10,000 SF Commercial Center • Single-Family Detached	• Single-Family Detached • Home Occupations/Home-Based Businesses (as an accessory use only) • Recreational Uses • Common Space

GENERAL PROVISIONS:

- In the event of a conflict between these requirements and any current or future versions of the City's Zoning Ordinance, these requirements control.
- A maximum number of 37 residential lots are permitted in Phase V of the development.
- Sidewalks shall be installed on both sides of all internal streets and along Conners Road for the entire frontage of the development.
- Street lighting will be provided throughout the development.
- Mechanical features shall not be located in the front yard and shall be screened from view from along any public right-of-way with planting, walls or fences of equal or greater height. Acceptable materials for screening shall include those materials found in *Sec. 7.09 – Fences, Walls, and Hedges*, provided they are compatible with the principal structure.
- The house plans will have front or side loaded garages.
- Driveway width to be a minimum of 18 feet wide and two-car garages required per home.
- All homes shall have a rear yard patio measuring at least 10' x 10' in area.
- To facilitate City approval of future development of Phase V, the following shall be required:
 - Submittal of a site plan by the developer/builder, which complies with the site plan requirements set forth in the Villa Rica Zoning Ordinance.
 - Review and approval by the staff if site plan complies with these regulations.
 - In the event the staff does not approve the site plan, then the developer may either revise it to comply or appeal the denial to the City Council.
- All additional amenity sites, open space, vegetative plantings and off-site improvements shall be installed within 6 months from the adoption of this plan.
- Two neighborhood masonry signs are to be constructed, one at each entrance, along Conners Road.

LANDSCAPING:

- Section 7.05 *Landscaping Standards* must be followed in its entirety. The "R2 Zone" standards within Table 7.7 shall apply (10 shrubs per lot required, 2 trees).
- All yards (front, side and rear) must be fully sodded.
- No less than 25% of all healthy and mature evergreen, deciduous or ornamental trees measuring more than 2.5" in caliper diameter (as measured at six (6) inches above the top of the rootball), and located outside of the buffer area, shall be saved under enhanced tree protection.
- Buffer Yard 1 (10' buffer yard and additional landscaping material as indicated in Table 7.9) shall apply along all property boundaries of Phase V.
- A 25' landscape buffer shall be installed on Conners Road, Brady Drive and Enclave Drive along the entrance to the community along all sections of platted common space and surrounding retention ponds. The landscape buffer should follow the regulations contained within Section 7 of the current version of the City of Villa Rica Zoning Ordinance and be approved by the Planning & Zoning Administrator. Dense and mature evergreen shrubbery should be installed surrounding the fencing for the detention pond as approved by the City Engineer. An approved Landscape

Plan shall be submitted and kept on file within 2 months from the approval of the Phase V Final Plat.

AMENITIES:

Two tennis courts, a clubhouse and a pool were constructed in Phase I of the development. An additional amenity site consisting of the following shall be constructed in Phase V:

- Construction of a trailhead in Phase 5 to the proposed Conners Road Park. The material and specifications of the trail/trailhead shall be indicated by staff, and guided by the Gold Nugget Trail Master Plan, prior to final plat approval;
- Two bicycle racks shall be installed in the community. One shall be located at the community clubhouse and one located at the beginning of the trailhead. Each rack must be capable of holding no less than ten (10) bicycles.

OFF-SITE IMPROVEMENTS:

- All requirements set forth in the GRTA Development of Regional Impact (DRI) No. 430 Notice of Decision that was a condition of the original 2006 approval shall be completed.
- The developer shall create a pedestrian connection point to the city owned property for a future trail connection.
- All traffic improvements, including striping for acceleration/deceleration lanes, left hand turn lanes, stop signs, yields signs, etc. must be installed on Conners Road, Brady Drive and Enclave Drive by the developer prior to issuance of approvals for Final Plat of Phase V.

HARTLEY, ROWE & FOWLER, P.C.

ATTORNEYS AT LAW

JOSEPH H. FOWLER

DIRECT DIAL: 770/920-2001

EMAIL: JFOWLER@HRFLEGAL.COM

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FAX: 770/920-9119

May 22, 2023

Mr. Ronald Johnson

Planning & Zoning Department
City of Villa Rica

571 West Bankhead Highway
Villa Rica, Georgia 30180

Kevin W. Drummond, Esq.
Tisinger Vance, PC
100 Wagon Yard Plaza
Carrollton, Georgia 30117

Mr. Ronald Johnson
Devin W. Drummond, Esq.
Page 2
May 22, 2023

the detention pond. There are a few items farther up into the subdivision and part of Unit Five.

I would respectfully request that this list be provided to the City Council so that they will have a clear idea of that portion of the City's proposed amendment to the PUD are acceptable to Mr. Robinson as the developer of Unit Five.

I have looked back at the application filed by Liberty Custom Homes, LLC on September 16, 2022, a copy of which is attached. Page 3 of the application is a letter from Mr. Robinson dated the same day as the application which described its purpose for filing the request as follows:

I, Robbie Robinson, Manager of Liberty Custom Homes, LLC, state that my company is the owner of the portion of property remaining to be developed in Liberty Pointe Subdivision, and my company is aware of the zoning amendment request being submitted for Liberty Pointe Subdivision to satisfy the City of Villa Rica's desire to update the PUD zoning for the

Mr. Ronald Johnson
Devin W. Drummond, Esq.
Page 3
May 22, 2023

Liberty Custom Homes, LLC to suffer financial loss as a part of the City's requested action.

I look forward to meeting with both of you at any time that is convenient.

Respectfully,

HARTLEY, ROWE & FOWLER, P.C.


Joseph H. Fowler

JHF/ses

Enclosures

LIBERTY POINTE
Planned Unit Development
Master Plan
July 21, 2022 – Updated May 10th, 2023

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BULK REGULATIONS:

	2006 Plan	2022 Plan
Maximum Number of Lots	700	202 (37 in Phase V)
Minimum Lot Width	N/A	60'
Total Lot Area (ac.)	205	45.51

- In the event of a conflict between these requirements and any current or future versions of the City's Zoning Ordinance, these requirements control.
- A maximum number of 37 residential lots are permitted in Phase V of the development.
- Sidewalks shall be installed on both sides of all internal streets and along Connors Road for the entire frontage of the development.
- Street lighting will be provided throughout the development.
- Mechanical features shall not be located in the front yard and shall be screened from view from along any public right-of-way with planting, walls or fences of equal or greater height. Acceptable materials for screening shall include those materials found in Sec. 7.09 – *Fences, Walls, and Hedges*, provided they are compatible with the principal structure.
- The house plans will have front or side loaded garages.
- Driveway width to be a minimum of 18 feet wide and two-car garages required per home.
- All homes shall have a rear yard patio measuring at least 10' x 10' in area.

• To facilitate City approval of future development of Phase V, the following shall be required:

enhanced tree protection.

⑥ Buffer Yard 1 (10' buffer yard and additional landscaping material as indicated in Table 7.9) shall apply along all property boundaries of Phase V.

⑥ A 25' landscape buffer shall be installed on Conners Road, Brady Drive and Enclave Drive along the entrance to the community along all sections of platted common space and surrounding retention ponds. The landscape buffer should follow the regulations contained within Section 7 of the current version of the City of Villa Rica Zoning Ordinance and be approved by the Planning & Zoning Administrator. Dense and mature evergreen shrubbery should be installed surrounding the fencing for the detention pond as approved by the City Engineer. An approved Landscape Plan shall be submitted and kept on file within 2 months from the approval of the Phase V Final Plat.

AMENITIES:

Two tennis courts, a clubhouse and a pool were constructed in Phase I of the development. An additional amenity site consisting of the following shall be constructed in Phase V:

⑥ Construction of a trailhead in Phase 5 to the proposed Conners Road Park. The material and specifications of the trail/trailhead shall be indicated by staff, and guided by the Gold Nugget Trail Master Plan, prior to final plat approval;

⑥ Two bicycle racks shall be installed in the community. One shall be located at the

April 19, 2023

PROPOSED REZONING ON PROPERTY
BY LIBERTY CUSTOM HOMES, LLC
NOTICE OF CONSTITUTIONAL CHALLENGE

BACKGROUND

Liberty Custom Homes, LLC (the "Owner") is the Owner of land located at Enclave Drive in Villa Rica, Georgia (the "Property"). An application for the alteration to rezoning conditions was filed by the Owner for Phase V.

PROPOSED USE

The Owner proposes to develop a single family residential subdivision.

CONSTITUTIONAL REQUIREMENTS

In accordance with the requirements of various Georgia cases, including OS Advertising

action would constitute a deprivation of Property rights without due process of law. Furthermore, to deny the rezoning, with the amended conditions, results in relatively little gain or benefit to the public while inflicting serious injury or loss on the Owner. To this extent, such action is confiscatory and void. The Property is best suited for PD use, with the amended conditions, as proposed by the Owner, and to deny the rezoning renders the Property unusable and destroys its marketability. This is a taking of Property without just compensation and without due process of law. In reality, the denial of the requested rezoning, with the amended conditions, causes a detriment to public good, in that the public can be served by the development proposed by the Owner given the particular location of this Property.

Accordingly, we respectfully urge your approval of the zoning request, with the amended conditions.

LIBERTY POINTE
Planned Unit Development
Master Plan
July 21, 2022 – Updated May 10th, 2023

RESPONSE TO PROPOSED CITY CONDITIONS

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BULK REGULATIONS:

	2006 Plan	2022 Plan
Maximum Number of Lots	700	202 (37 in Phase V)
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Total Lot Area (ac.)	205	45.51
Minimum Lot Size	4,000 SF (225 units; 32.14%) 6,000 SF (475 units; 67.86%)	6,000 SF
Front Setback	25'	25'
Side Setback	0'	5'
Rear Setback	15'	15'
House Separation Minimum	N/A	10'
Minimum Heated Square Feet (Avg.)	1,500	1,700
Height	N/A	35'
Gross Density (du/acre)	3.45	4.43
Open Space (ac.)	48.56	11.68
Permitted Uses	• 10,000 SF Commercial Center • Single-Family Detached	• Single-Family Detached • Home Occupations/Home-Based Businesses (as an accessory use only) • Recreational Uses • Common Space

GENERAL PROVISIONS:

- In the event of a conflict between these requirements and any current or future versions of the City's Zoning Ordinance, these requirements control.
- A maximum number of 37 residential lots are permitted in Phase V of the development.
- Sidewalks shall be installed on both sides of all internal streets and along Conners Road for the entire frontage of the development.

True Southern Investments, a prior developer, previously paid to the City the sum of \$12,500.00 for the future construction by the City of sidewalks, striping, and directional arrows on Conners Road. The City has not installed sidewalks, but striping and directional arrows have now been installed (following the construction of the roundabout).

- Street lighting will be provided throughout the development.
- Mechanical features shall not be located in the front yard and shall be screened from view from along any public right-of-way with planting, walls or fences of equal or greater height. Acceptable materials for screening shall include those materials found in *Sec. 7.09 – Fences, Walls, and Hedges*, provided they are compatible with the principal structure.
- The house plans will have front or side loaded garages.
- Driveway width to be a minimum of 18 feet wide and two-car garages required per home.
- All homes shall have a rear yard patio measuring at least 10' x 10' in area.
- To facilitate City approval of future development of Phase V, the following shall be required:
 - Submittal of a site plan by the developer/builder, which complies with the site plan requirements set forth in the Villa Rica Zoning Ordinance.

The site plan for Phase V was submitted and approved as early as February, 2022, but subject to a correction of the overall PUD as a result of the acquisition by the City of approximately 156 acres out of the PUD for a park.
 - Review and approval by the staff if site plan complies with these regulations.

The site plan was approved. The Developer was awaiting approval of the construction plans for the 37 lots in Phase V, which plans had been completed and preliminarily approved.
 - In the event the staff does not approve the site plan, then the developer may either revise it to comply or appeal the denial to the City Council.
- All additional amenity sites, open space, vegetative plantings and off-site improvements shall be installed within 6 months from the adoption of this plan.

This is acceptable as to the Phase V.

- Two neighborhood masonry signs are to be constructed, one at each entrance, along Conners Road.

A large entrance sign has been constructed by the HOA, and a second masonry monument sign of 36 inches square and 6 feet tall will be located at the Brady Drive entrance.

LANDSCAPING:

- Section 7.05 *Landscaping Standards* must be followed in its entirety. The “R2 Zone” standards within Table 7.7 shall apply (10 shrubs per lot required, 2 trees).

The builder of the homes in Phase V will be responsible for complying with these provisions.

- All yards (front, side and rear) must be fully sodded.

The builder of the homes in Phase V will be responsible for ground cover in each lot.

- No less than 25% of all healthy and mature evergreen, deciduous or ornamental trees measuring more than 2.5” in caliper diameter (as measured at six (6) inches above the top of the rootball), and located outside of the buffer area, shall be saved under enhanced tree protection.

The site development plan anticipates clear-cutting Phase V, which renders compliance with this provision impossible.

- Buffer Yard 1 (10’ buffer yard and additional landscaping material as indicated in Table 7.9) shall apply along all property boundaries of Phase V.

The builder of the homes in Phase V will be responsible for complying with these provisions in Phase V only.

- A 25’ landscape buffer shall be installed on Conners Road, Brady Drive and Enclave Drive along the entrance to the community along all sections of platted common space and surrounding retention ponds. The landscape buffer should follow the regulations contained within Section 7 of the current version of the City of Villa Rica Zoning Ordinance and be approved by the Planning & Zoning Administrator. Dense and mature evergreen shrubbery should be installed surrounding the fencing for the detention pond as approved by the City Engineer. An approved Landscape Plan shall be submitted and kept on file within 2 months from the approval of the Phase V Final Plat.

These provisions do not apply to Phase V and are unacceptable.

AMENITIES:

Two tennis courts, a clubhouse and a pool were constructed in Phase I of the development. An additional amenity site consisting of the following shall be constructed in Phase V:

- Construction of a trailhead in Phase 5 to the proposed Conners Road Park. The material and specifications of the trail/trailhead shall be indicated by staff, and guided by the Gold Nugget Trail Master Plan, prior to final plat approval;
The developer of Phase III has reserved an area for access to the Conners Road Park. Not additional trailhead is proposed for Phase V.
- Two bicycle racks shall be installed in the community. One shall be located at the community clubhouse and one located at the beginning of the trailhead. Each rack must be capable of holding no less than ten (10) bicycles.
A single back rack will be installed at the clubhouse.

OFF-SITE IMPROVEMENTS:

- All requirements set forth in the GRTA Development of Regional Impact (DRI) No. 430 Notice of Decision that was a condition of the original 2006 approval shall be completed.
The developer requests a disclosure of any DRI conditions that pertain to Phase V.
- The developer shall create a pedestrian connection point to the city owned property for a future trail connection.
The developer of Phase III has reserved an area for access to the Conners Road Park. This area will be donated to the City in such manner as the City requests. No other work will be done for the connection point to the park.
- All traffic improvements, including striping for acceleration/deceleration lanes, left hand turn lanes, stop signs, yields signs, etc. must be installed on Conners Road, Brady Drive and Enclave Drive by the developer prior to issuance of approvals for Final Plat of Phase V.
True Southern Investments, a prior developer, previously paid to the City the sum of \$12,500.00 for the future construction by the City of sidewalks, striping, and directional arrows on Conners Road. The City has not installed sidewalks, but striping and directional arrows have now been installed (following the construction of the roundabout).

Attention: Donikia Willis (Premier Property Management)

Attention: Robbie Robertson

Date: May 26th, 2023

Dear Donikia & Robbie,

Effective Immediately the Liberty Pointe HOA Board of Directors (President Kenesha Cook, Vice President Tina Coates, Treasurer Mantressa Walker, and Secretary Jasmines Jones) will be **Dismantling** the Board due to Robbie Robertson not operating a Board the way it's supposed to be ran. We have been told since day 1 by Robbie Robertson that he's the Declarant and us being on the board is just a trial run, because he hasn't fully handed it over to us. Why even have a board if we don't have any power in the first place. We have NO access to the HOA bank account, no accurate records or bookkeeping. We are always told things after the fact, including his issues with not building homes in the Liberty Pointe subdivision the way that they were intended to be according to his plans that he submitted to The City of Villa Rica. The City of Villa Rica has caught on to Robbie Robertson's wrongdoing; he even failed to mention all of this to us before we even got elected and we will no longer operate or do business like this or with him. Since we got elected in December 2022, we as the board have always wanted to be honest with homeowners as we ourselves live in the community.

Homeowners deserve honesty and transparency and it's hard to do that while dealing with Robbie Robertson. He's been handling HOA money since this subdivision was established and has never given homeowners a breakdown of where their money is going, even making homeowners send money to a PO Box that they don't trust. On all boards the treasurer should be writing any checks, and the President approves or denies them. Homeowners are angry with him, and his neglect of the neighborhood. Because of the board alone, we now have a neighborhood sign, and a property management company. It was our idea and we researched and found two companies. We had to use \$15,000 of the homeowners money to pay for the sign. This is almost unheard of in making homeowners pay for this. Many homeowners were told by the builder during their home construction that a neighborhood sign would be placed yet it was not done until the board made that a priority.

We are professional ladies who have served on boards before, and we know how a board should run. We don't want to continue to get caught up in Robbie's business practices. As homeowners in the neighborhood itself, each board member has a vested interest in the success of Liberty Pointe. This isn't about money for us; but for peace. Although this has **Not** been a smooth transition. We were very proud to serve our Liberty Pointe community, they deserve better, and we all hope we get the promises that our community deserves. It is our hope going forward that Premier Associations Management continues to partner with Liberty

Pointe because they have single handedly improved the neighborhood and none of us want it to go back to the way it was prior. It was a pleasure working with you Donikia! Thank you!

Best Wishes,

Liberty Pointe HOA Board



THIS DRAWING IS FOR REFERENCE ONLY. THIS IS AN OLD DRAWING USED FOR A PRIOR ZONING AMENDMENT SUBMITTAL IN 2007.

LEGEND OF SYMBOLS/COLORS FOR PD MASTER PLAN	
	6,000 SQUARE FEET LOTS, 6.21' IN WIDTH
	4,000 SQUARE FEET LOTS, 4.21' IN WIDTH
	ACTIVE RECREATION 10% OR LESS SLOPE
	FLOODPLAIN 0.24% ACRES
	PHASE LINE (3 PHASES SHOWN)
	GREENSPACE INCLUDES WALKING PATH, PARK, BENCHES, OUTDOOR MEETING SPACE
	RIGHT OF WAY, 39.94 ACRES
	STREAM BUFFER 20' FROM STREAM BANK
	ACCESS TO CITY TREATMENT PLANT

IMPERVIOUS SUFRACE SUMMARY

TOTAL WITHIN ROW	16 ACRES
TOTAL WITHIN LOTS	35 ACRES
TOTAL WITHIN AMENITIES	2 ACRES
TOTAL IMPERVIOUS SURFACE	55 ACRES
TOTAL SITE AREA	205.183
PERCENT IMPERVIOUS	25%

OPEN SPACE CHART

TOTAL ACRES: 54.69 (26.66%)

	ACTIVE RECREATION; TOTAL ACRES: 5.54 (10.13%) 10% OR LESS SLOPE
	FLOODPLAIN 0.24% ACRES (0.43%) 4.0% ALLOWED TO COUNT TOWARD OPEN SPACE: 4.16 ACRES (7.62%)
	GREENSPACE: 54.47 ACRES (100%) INCLUDES WALKING PATH, PARK, BENCHES, OUTDOOR MEETING SPACE

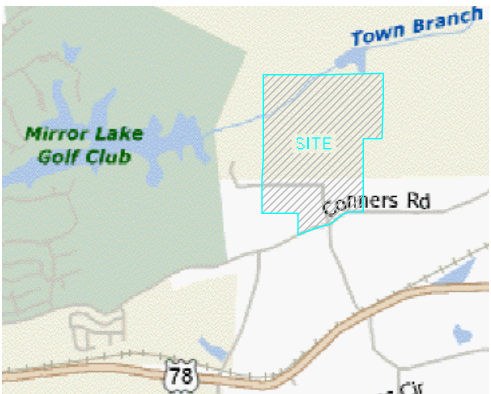
DEVELOPMENT SUMMARY

1. SITE AREA 205 ACRES
2. ZONING: PD (PLANNED DEVELOPMENT)
3. SET BACKS:
FRONT - 25' (MAJOR & MINOR)
REAR - 15'
SIDE - 0'
4. PROPOSED:
TOTAL UNITS = 700
4,000 S.F. SINGLE FAMILY DETACHED = 225
6,000 S.F. SINGLE FAMILY DETACHED = 475
MIN. DWELLING SIZE = 1500 S.F.
5. GROSS DENSITY: 3.41 UPA
6. AREA OF ROW: 39.94 ACRES
7. COMMON OPEN SPACE:
48.56 ACRES (23.65%) TOTAL DEVELOPMENT
16.71 ACRES (8.14%) IN PHASE 1
8. NET DENSITY
TOTAL AREA 205.00
LESS ROW 39.94
LESS FLOODPLAIN 30.41
NET AREA 134.65
NET DENSITY 5.19 UPA

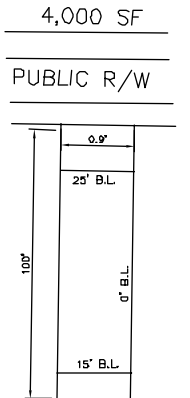
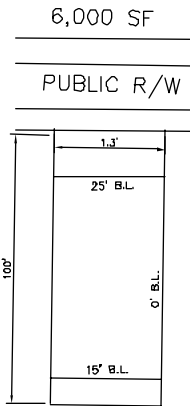
OWNER/DEVELOPER

TREY ROBINSON
P.O. BOX 2223
DOUGLASVILLE, GA
30133
(404) 401-2400

NOTE: NO FLOODPLAIN EXISTS WITHIN PHASE 1
130306 0005A
130306 0025A
INDICATES THIS PROPERTY OR A PORTION IS
LOCATED IN A FLOOD HAZARD AREA.
THE MAP INDICATES THAT A STUDY WAS
MADE OF THESE AREAS. THE FLOOD HAZARD
LINES, IF SHOWN, ARE DRAWN BASED ON THE
FLOOD ELEVATIONS PROVIDED ON THE MAP
AND THE TOPOGRAPHIC SURVEY PROVIDED.



SITE LOCATION MAP
VILLA RICA, GEORGIA
SCALE 1"=2000'

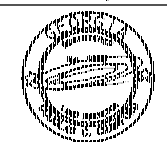
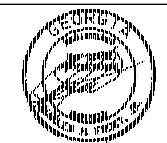


Crawford & Associates
C.H.F., INC.
ENGINEERING, LAND SURVEYING & LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-4684
FAX (770) 834-1005

THE ENCLAVE @ MIRROR LAKE
LOCATED IN LL 172, 173, 180 & 181
2ND DISTRICT, 5TH SECTION
CITY OF VILLA RICA
DOUGLAS COUNTY, GEORGIA

PD-1.0

WARNING - UTILITIES LOCATIONS
ARE APPROXIMATE. BEFORE OR
HIDDEN UTILITIES NOT SHOWN
CONTACT APPROPRIATE UTILITY
COMPANIES PRIOR TO EXCAVATION
NOTES: IT IS THE PROPERTY
OWNER'S / CONTRACTORS
RESPONSIBILITY TO COMPLY WITH ALL
ENVIRONMENTAL IMPACT ISSUES AND
TO OBTAIN ALL NECESSARY
PERMITS FROM THE APPROPRIATE
GOVERNING AUTHORITIES.



DESCRIPTION

NO. DATE
REVISED

JAN06104

DATE 02-14-07

SCALE 1" = 200'

Plat BK 37 Pg 189

SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT THE PLAT COMPLIES WITH ALL REQUIREMENTS OF THE VILLA RICA SUBDIVISION REGULATION ORDINANCE.

BY _____

REGISTERED GEORGIA LAND SURVEYOR'S NO. 1833

DATE 2/10/10

OWNERS ACKNOWLEDGEMENT STATE OF GEORGIA DOUGLAS COUNTY

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS AND PUBLIC GROUNDS THEREON SHOWN, WHICH COMPRISES A TOTAL OF 0 ACRES, FOR THE PURPOSES THEREIN EXPRESSED.

SUBDIVIDER Family First, LLC

DATE 2/10/10

OWNER Family First, LLC

DATE 2/10/10

PLANNING COMMISSION OF VILLA RICA CERTIFICATION

THIS SUBDIVISION HAS BEEN APPROVED FOR RECORDING BY THE PLANNING COMMISSION OF VILLA RICA, GEORGIA, AND HAS BEEN TECHNICALLY EXAMINED BY THE CHAIRMAN OF THE PLANNING COMMISSION AND THE CITY MANAGER AND APPROVED IN ACCORDANCE WITH EXISTING RULES AND REGULATIONS.

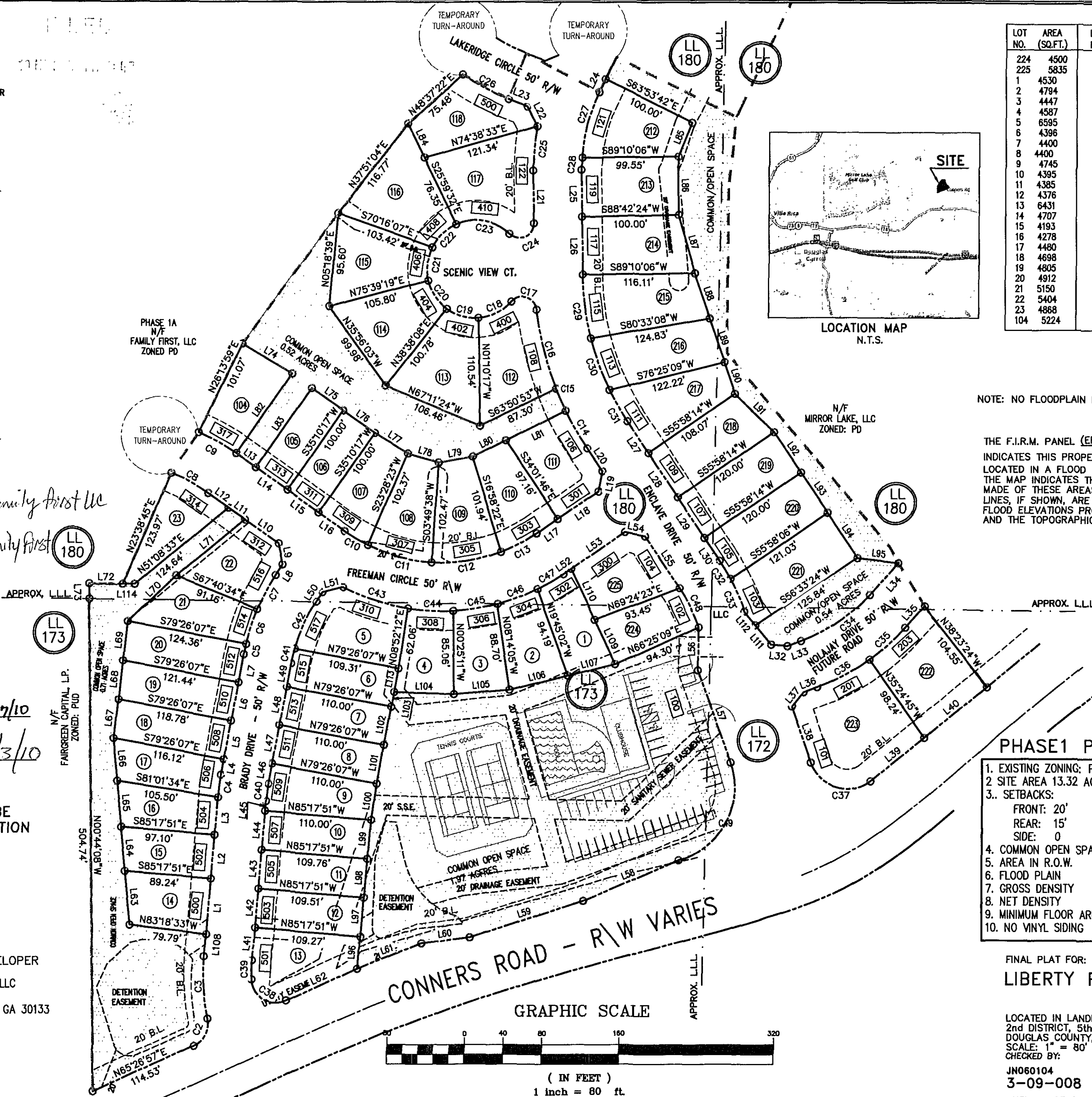
CITY CLERK OF VILLA RICA DATE 2/17/10

CHAIRMAN PLANNING COMMISSION DATE 3/3/10

SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOME.

LEGEND	
101	HOUSE NUMBER
10	LOT NUMBER
○	IRON PIN
○	SANITARY SEWER
□	POWER BOX
□	TELEPHONE BOX
□	CABLE TV BOX
-P-	OVERHEAD POWER
-X-	FENCELINE
IPF	IRON PIN FOUND
IPP	IRON PIN PLACED
223	LANDLOT NUMBER

OWNER/DEVELOPER
FAMILY FIRST, LLC
P.O. BOX 2223
DOUGLASVILLE, GA 30133



LOT NO.	AREA (SQ. FT.)	LOT NO.	AREA (SQ. FT.)
224	4500	105	4000
225	5835	106	4000
1	4530	107	5116
2	4794	108	5286
3	4447	109	5603
4	4587	110	5311
5	6595	111	5971
6	4396	112	7163
7	4400	113	6902
8	4400	114	6495
9	4745	115	6415
10	4395	116	7546
11	4385	117	8687
12	4376	118	6104
13	6431	212	6121
14	4707	213	6038
15	4193	214	6443
16	4278	215	6840
17	4480	216	6407
18	4698	217	6253
19	4805	218	6272
20	4912	219	6000
21	5150	220	6008
22	5404	221	6826
23	4888	222	8025
104	5224	223	10990

NOTE: NO FLOODPLAIN EXISTS WITHIN PHASE 1

130306 0005A
130306 0025A

THE F.I.R.M. PANEL (EFF. DATE: JAN. 2, 1980)

INDICATES THIS PROPERTY OR A PORTION LOCATED IN A FLOOD HAZARD AREA. THE MAP INDICATES THAT A STUDY WAS MADE OF THESE AREAS. THE FLOOD HAZARD LINES, IF SHOWN, ARE DRAWN BASED ON THE FLOOD ELEVATIONS PROVIDED ON THE MAP AND THE TOPOGRAPHIC SURVEY PROVIDED.

PHASE1 PROJECT DATA

- EXISTING ZONING: PD (PLANNED DEVELOPMENT)
- SITE AREA 13.32 ACRES
- SETBACKS:
FRONT: 20'
REAR: 15'
SIDE: 0'
- COMMON OPEN SPACE 3.74 ACRES
- AREA IN R.O.W. 2.46 ACRES
- FLOOD PLAIN 0.0 ACRES
- GROSS DENSITY 3.9 UPA
- NET DENSITY 4.7 UPA
- MINIMUM FLOOR AREA 1500SF
- NO VINYL SIDING

FINAL PLAT FOR:
LIBERTY POINTE

LOCATED IN LANDLOTS 172, 173, 180 & 181
2ND DISTRICT, 5TH SECTION
DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 80' DATE: 9/18/2009
CHECKED BY: REV: 02/10/2010

JN060104
3-09-008
SHEET 1 OF 2

CLOSURE

THE FIELD DATA UPON THIS MAP OR PLAT IS BASED ON A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND WAS ADJUSTED USING CRANDALL RULE.

NIKON A20LG WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

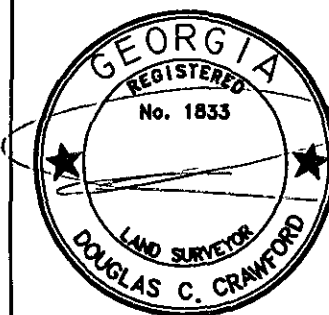
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET.

GENERAL NOTES

- NO TITLE OR ABSTRACT RESEARCH WAS PERFORMED BY THE UNDERSIGNED FOR THIS SURVEY.
- WARNING: THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OF ANY TYPE NO ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVER THE EXISTENCE OF ANY EASEMENTS.
- NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES IS IMPLIED, ONLY THOSE ITEMS SHOWN.
- NO WARRANTY OR GUARANTEE AS TO ENVIRONMENTAL ISSUES HAS BEEN IMPLIED, ONLY THOSE ITEMS SHOWN HEREON HAVE BEEN ADDRESSED.
- ONLY ACTS OF POSSESSION, IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE PROPERTY ARE SHOWN HEREON. NO WARRANTY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE OF ACTS OF POSSESSION BY ADJOINERS TO THE LANDS SHOWN AND DESCRIBED HEREON.
- THE ACCEPTANCE OF THE PLAT HEREON AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE TORT OR CONTRACT LIABILITY TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN AN AMOUNT OF 1% OF THE TOTAL LIABILITY REQUEST MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF WORK.
- NO WARRANTY OR GUARANTEE AS TO COUNTY OR CITY ORDINANCE ISSUES, TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.

IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED SUBSTANTIALLY IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

GA. REG. L.S. #1833 DOUGLAS C. CRAWFORD



GEORGIA AND WEST, INC.
ENGINEERING, LAND SURVEYING & LAND PLANNING

105 CORPORATE DRIVE
CARROLLTON, GA. 30117

OFFICE (770) 834-4694
FAX (770) 834-1005

E-MAIL: mailbox@georgiaandwest.com

Plat BK 37 Pg 188-189

SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT THE PLAT COMPLIES WITH ALL REQUIREMENTS OF THE VILLA RICA SUBDIVISION REGULATION ORDINANCE.

BY _____

REGISTERED GEORGIA LAND SURVEYOR'S NO. 1833

DATE 2/10/10

OWNERS ACKNOWLEDGEMENT STATE OF GEORGIA DOUGLAS COUNTY

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS AND PUBLIC GROUNDS THEREON SHOWN, WHICH COMPRISES A TOTAL OF 0 ACRES, FOR THE PURPOSES THEREIN EXPRESSED.

SUBDIVIDER 2/10/10 mg/mbr Family First LLC

OWNER 2/10/10 mg/mbr Family First LLC

PLANNING COMMISSION OF VILLA RICA CERTIFICATION

THIS SUBDIVISION HAS BEEN APPROVED FOR RECORDING BY THE PLANNING COMMISSION OF VILLA RICA, GEORGIA, AND HAS BEEN TECHNICALLY EXAMINED BY THE CHAIRMAN OF THE PLANNING COMMISSION AND THE CITY MANAGER AND APPROVED IN ACCORDANCE WITH EXISTING RULES AND REGULATIONS.

CITY CLERK OF VILLA RICA DATE 2/17/10

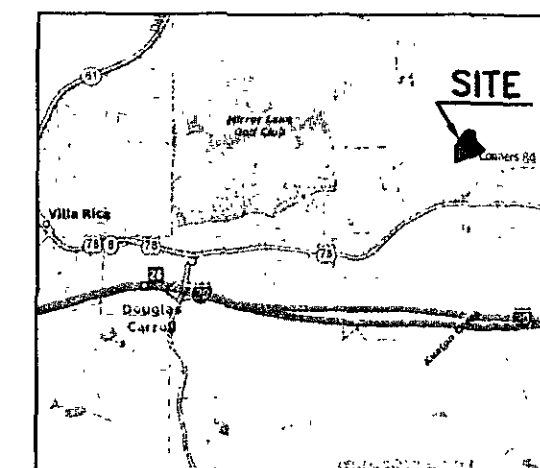
CHAIRMAN PLANNING COMMISSION DATE 3/3/10

OWNER/DEVELOPER

FAMILY FIRST, LLC
P.O. BOX 2223
DOUGLASVILLE, GA 30133

LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	57.17'	N04°42'09"E	L62	80.51'	S65°49'12"W
L2	45.00'	N04°42'09"E	L63	55.23'	N05°12'20"W
L3	38.52'	N04°42'09"E	L64	45.68'	N05°12'20"W
L4	16.03'	N10°33'53"E	L65	47.08'	N05°12'20"W
L5	40.00'	N10°33'53"E	L66	43.58'	N05°12'20"W
L6	40.00'	N10°33'53"E	L67	40.09'	N06°45'42"E
L7	29.31'	N10°33'53"E	L68	40.09'	N06°45'42"E
L8	13.02'	N32°59'08"E	L69	40.09'	N06°45'42"E
L9	21.61'	N10°55'18"W	L70	68.61'	N46°13'56"E
L10	42.68'	N54°49'43"W	L71	91.24'	N51°08'33"E
L11	20.80'	N54°49'43"W	L72	34.65'	S89°21'37"E
L12	26.27'	N54°49'43"W	L73	15.70'	N00°44'08"W
L13	25.00'	N54°49'43"W	L74	60.28'	S59°11'19"E
L14	40.00'	N54°49'43"W	L75	40.00'	S54°49'43"E
L15	40.00'	N54°49'43"W	L76	40.00'	S54°49'43"E
L16	32.89'	N54°49'43"W	L77	40.08'	S58°22'24"E
L17	26.47'	S55°58'14"W	L78	33.41'	S74°16'49"E
L18	50.20'	S55°58'14"W	L79	35.51'	N80°25'34"E
L19	21.21'	S10°58'14"W	L80	38.19'	N63°50'53"E
L20	28.17'	S34°01'46"E	L81	68.92'	N63°50'53"E
L21	54.33'	S00°49'54"E	L82	100.00'	S35°10'17"W
L22	22.88'	S28°00'59"E	L83	100.00'	N35°10'17"E
L23	20.77'	S68°58'44"E	L84	38.73'	S25°59'32"E
L24	14.81'	N26°06'18"E	L85	37.69'	S22°22'12"W
L25	48.26'	N00°49'54"W	L86	60.00'	S00°49'54"E
L26	59.19'	N00°49'54"W	L87	62.12'	S15°51'26"E
L27	38.80'	N34°01'46"W	L88	48.57'	S18°55'11"E
L28	55.00'	N34°01'46"W	L89	47.40'	S18°55'11"E
L29	50.00'	N34°01'46"W	L90	34.34'	S18°55'11"E
L30	28.47'	N34°01'46"W	L91	56.28'	S46°15'53"E
L32	16.87'	N85°31'24"W	L92	50.00'	S34°01'46"E
L33	14.98'	S70°15'41"W	L93	50.00'	S34°01'46"E
L34	44.28'	S42°04'32"W	L94	55.37'	S34°01'46"E
L35	29.44'	N42°04'59"E	L95	42.87'	S83°11'08"E
L36	14.98'	N70°15'41"E	L96	33.02'	N05°03'07"E
L37	18.73'	N39°01'12"E	L97	40.00'	N05°03'07"E
L38	60.89'	N19°11'53"W	L98	40.00'	N05°03'07"E
L39	70.97'	S51°21'42"W	L99	40.00'	N05°03'07"E
L40	83.08'	S50°45'43"W	L100	37.32'	N08°30'12"E
L41	33.44'	N04°42'09"E	L101	40.00'	N10°33'53"E
L42	40.00'	N04°42'09"E	L102	40.00'	N10°33'53"E
L43	40.00'	N04°42'09"E	L103	15.50'	N10°33'53"E
L44	40.00'	N04°42'09"E	L104	61.74'	S88°08'11"E
L45	9.82'	N04°42'09"E	L105	57.64'	N85°33'37"E
L46	20.89'	N10°33'53"E	L106	62.21'	N76°26'10"E
L47	40.00'	N10°33'53"E	L107	50.48'	N76°26'10"E
L48	40.00'	N10°33'53"E	L108	22.56'	N04°42'09"E
L49	24.45'	N10°33'53"E	L109	50.00'	N25°12'25"W
L50	11.74'	N32°59'08"E	L110	58.07'	N25°12'25"W
L51	21.94'	N75°58'05"E	L111	25.57'	N39°17'16"W
L52	9.68'	N55°58'14"E	L112	18.10'	N39°17'16"W
L53	66.99'	N55°58'14"E	L113	24.50'	N10°33'53"E
L54	21.21'	S79°01'46"E	L114	12.33'	S89°21'37"E
L55	64.10'	S34°01'46"E			
L56	43.69'	S00°58'12"W			
L57	100.62'	S20°05'19"E			
L58	107.57'	S66°51'18"W			
L59	123.20'	S72°18'48"W			
L60	50.00'	S83°22'55"W			
L61	71.37'	S68°18'47"W			

CURVE TABLE				
CURVE	LENGTH	CHORD	BEARING	RADIUS
C2	33.65'	31.17'	N26°53'05"E	25.00'
C3	64.33'	64.11'	S03°29'19"E	225.00'
C4	23.02'	23.01'	S07°38'01"W	225.00'
C5	10.69'	10.69'	S11°55'34"W	225.00'
C6	37.53'	37.49'	S18°03'58"W	225.00'
C7	39.82'	39.77'	S27°54'54"W	225.00'
C8	43.40'	43.29'	N61°55'58"W	175.00'
C9	44.70'	44.63'	N60°31'12"W	225.00'
C10	27.99'	27.96'	S59°24'41"E	175.00'
C11	68.79'	68.35'	S75°15'17"E	175.00'
C12	72.93'	72.40'	N81°32'44"E	175.00'
C13	41.65'	41.55'	N62°47'19"E	175.00'
C14	44.68'	44.65'	S30°05'26"E	325.00'
C15	25.02'	25.02'	S23°56'45"E	325.00'
C16	83.40'	83.17'	S14°23'19"E	325.00'
C17	34.38'	27.33'	N72°41'37"W	15.00'
C18	38.69'	37.73'	N63°48'56"E	50.00'
C19	35.00'	34.29'	S73°57'54"E	50.00'
C20	34.97'	34.26'	S33°52'33"E	50.00'
C21	34.97'	34.26'	S06°11'39"W	50.00'
C22	34.95'	34.24'	S46°15'15"W	50.00'
C23	59.23'	55.82'	N79°47'10"W	50.00'
C24	35.34'	27.71'	N66°39'28"E	15.00'
C25	45.60'	45.52'	S04°56'29"W	225.00'
C26	53.51'	53.38'	S62°09'58"E	225.00'
C27	69.72'	69.26'	S14°41'30"W	175.00'
C28	12.55'	12.55'	S01°13'25"W	175.00'
C29	65.48'	65.33'	S07°39'12"E	275.00'
C30	56.69'	56.59'	S20°22'49"E	275.00'
C31	37.17'	37.14'	S30°09'27"E	275.00'
C32	21.57'	21.56'	N31°16'58"W	225.00'
C33	36.67'	36.63'	N23°52'02"W	225.00'
C34	86.09'	85.22'	N56°10'07"E	175.00'
C35	49.12'	49.02'	N48°19'46"E	225.00'
C36	61.57'	61.38'	N62°25'20"E	225.00'
C37	75.16'	64.58'	S73°01'36"E	40.00'
C38	49.67'	41.90'	S58°40'51"E	25.00'
C39	19.74'	19.73'	S01°28'15"W	175.00'
C40	17.91'	17.90'	S07°38'01"W	175.00'
C41	15.57'	15.57'	S13°06'49"W	175.00'
C42	52.91'	52.71'	S24°19'27"W	175.00'
C43	71.40'	71.10'	S72°02'23"E	225.00'
C44	47.17'	47.08'	S87°08'07"E	225.00'
C45	46.03'	45.95'	N80°59'54"E	225.00'
C46	44.22'	44.14'	N69°30'28"E	225.00'
C47	31.05'	31.03'	N59°55'28"E	225.00'
C48	45.30'	45.17'	N26°36'50"W	175.00'
C49	127.01'	113.10'	N28°03'26"E	77.00'



LOCATION MAP
N.T.S.

FINAL PLAT FOR: LIBERTY POINTE

LOCATED IN LANDLOTS 172, 173, 180 & 181
2nd DISTRICT, 5th SECTION
DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 80' DATE: 9/18/2009
CHECKED BY: REV: 02/10/2010

JN060104
3-09-008
SHEET 2 OF 2

CLOSURE

THE FIELD DATA UPON THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND WAS ADJUSTED USING CRANDALL RULE.

NIKON A20LG WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

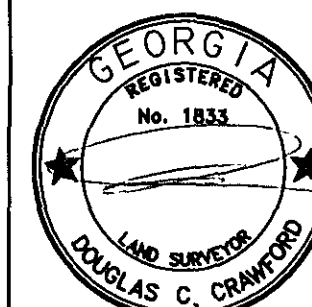
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 300,000 FEET.

GENERAL NOTES

- NO TITLE OR ABSTRACT RESEARCH WAS PERFORMED BY THE UNDERSIGNED FOR THIS SURVEY.
- WARNING: THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OF ANY TYPE NO ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVER THE EXISTENCE OF ANY EASEMENTS.
- NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES IS IMPLIED, ONLY THOSE ITEMS SHOWN.
- NO WARRANTY OR GUARANTEE AS TO ENVIRONMENTAL ISSUES HAS BEEN IMPLIED, ONLY THOSE ITEMS SHOWN HEREON HAVE BEEN ADDRESSED.
- ONLY ACTS OF POSSESSION, IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE PROPERTY ARE SHOWN HEREON. NO WARRANTY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE OF ACTS OF POSSESSION BY ADJOINERS TO THE LANDS SHOWN AND DESCRIBED HEREON.
- THE ACCEPTANCE OF THE PLAT HEREON AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE TORT OR CONTRACT HERETO TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN AN AMOUNT OF 1% OF THE TOTAL LIABILITY REQUEST MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF WORK.
- NO WARRANTY OR GUARANTEE AS TO COUNTY OR CITY ORDINANCE ISSUES, TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.

IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED SUBSTANTIALLY IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

GA. REG. L.S. #1833 DOUGLAS C. CRAWFORD



GEORGIA AND WEST, INC. ENGINEERING, LAND SURVEYING & LAND PLANNING

105 CORPORATE DRIVE
CARROLLTON, GA. 30117

OFFICE (770) 834-4694
FAX (770) 834-1005

E-MAIL: mailbox@georgiaandwest.com

Type: PLAT
Recorded: 1/31/2019 5:07:00 PM
Fee Amt: \$8.00 Page 1 of 1
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
Participant ID: 8208115107
BK 40 PG 123

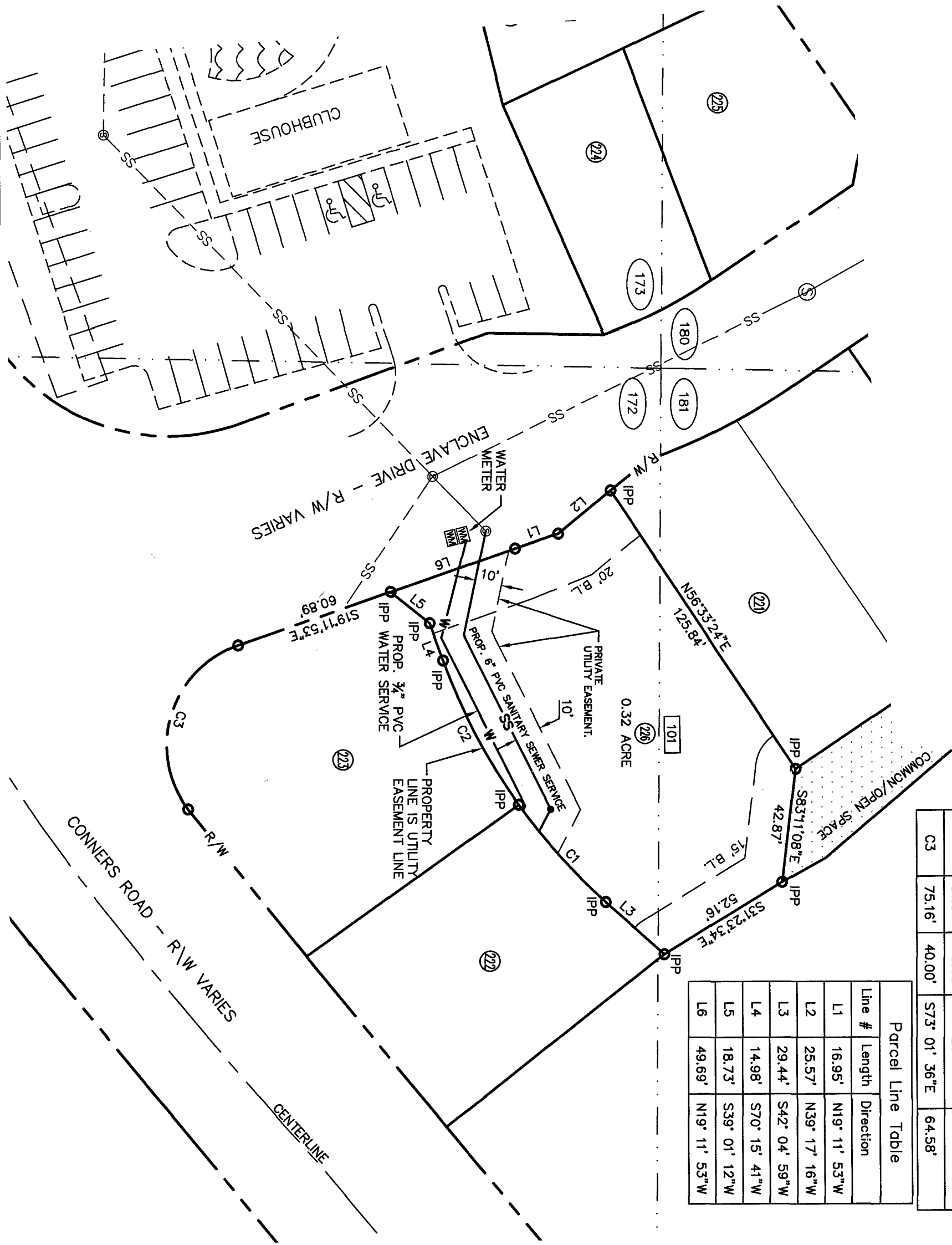
RESERVED FOR CLERK OF COURT

LEGEND	
101	HOUSE NUMBER
10	LOT NUMBER
○	PROPERTY CORNER
●	PROPERTY LINE
IPF	IRON PIN FOUND
(1/2" REBAR)	IRON PIN PLACED
UNLESS NOTED	
OTF	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
---	RIGHT OF WAY
□	R/W MONUMENT
223	LAND LOT NUMBER
LLL	LAND LOT LINE
---	LAND LOT LINE
E.O.P.	EDGE OF PAVEMENT
-X-	FENCE LINE
☆	LAMP POLE
○	UTILITY POLE
PP	POWER POLE
LP	LAMP POLE
-P-	OVERHEAD POWER
P.I.	POINT OF INTERSECTION



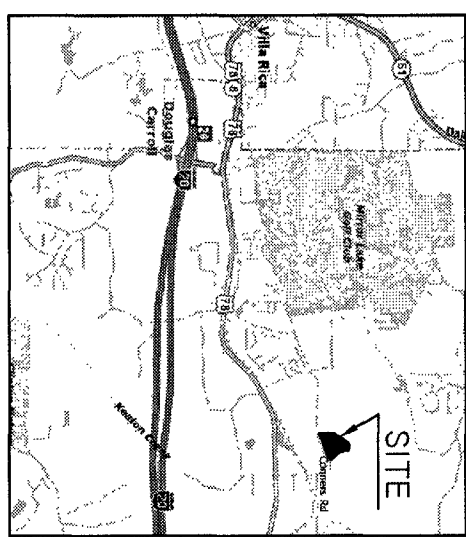
OWNER/DEVELOPER
LIBERTY CUSTOM HOMES, LLC
ATTN: ROBBIE ROBINSON
P.O. BOX 1172
DOUGLASVILLE, GA 30133
770-231-8748

LEGEND	
101	HOUSE NUMBER
10	LOT NUMBER
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(1/2" REBAR)	IRON PIN PLACED
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-X-	FENCE LINE
☆	LAMP POLE
○	UTILITY POLE
PP	POWER POLE
LP	LAMP POLE
-P-	OVERHEAD POWER
-U-G-	UNDERGROUND CABLE
-SS-	SANITARY SEWER
-G-	GAS
-W-	WATER



Curve Table			
Curve #	Length	Radius	Chord Direction
C1	49.12'	225.00'	S48° 19' 46"W
C2	61.57'	225.00'	S62° 25' 20"W
C3	75.16'	40.00'	S73° 01' 36"E

Parcel Line Table	
Line #	Length
L1	16.95'
L2	25.57'
L3	29.44'
L4	14.98'
L5	18.73'
L6	49.69'



CITY OF WILIA RICA CERTIFICATE
IN ACCORDANCE WITH THE CITY OF WILIA RICA DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED. THIS PLAT IS GIVEN FINAL APPROVAL BY THE FOLLOWING OFFICIALS ON BEHALF OF THE CITY OF WILIA RICA:
[Signature]
COMMUNITY DEVELOPMENT DIRECTOR
1/31/19
DATE

Owner's Certificate
The owner of the plot shown of this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public in perpetuity.
[Signature]
Owner
Date 1-31-19

13045C00176D
THE FIRM, PANEL 13045C00152D DATE 09/19/2007
INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED IN A FLOOD HAZARD AREA. THE MAP INDICATES THAT NO STUDY WAS MADE OF THESE AREAS. THE FLOOD HAZARD LINES, IF SHOWN, ARE OUR INTERPRETATION OF THE FLOOD HAZARD AREA TAKING INTO CONSIDERATION EXISTING TOPOGRAPHIC DATA, DRAINAGE AREAS AND FIRM PANELS. THERE MAY BE OTHER INTERPRETATIONS THAT DIFFER FROM THOSE SHOWN.

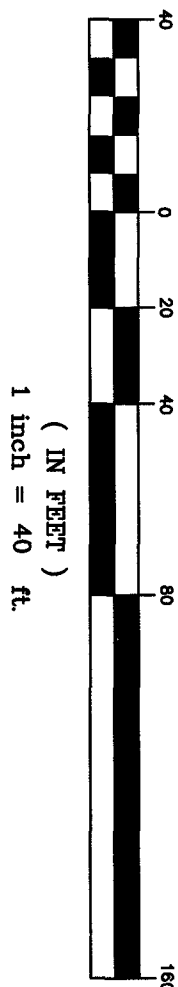
SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL FOR CERTIFICATES, JURISDICTIONS, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR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

SURVEYORS CERTIFICATION
It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist or are marked future and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.
[Signature]
GA REG. L.S. #3125 MICHAEL D. CRAWFORD
Date 01-21-2019

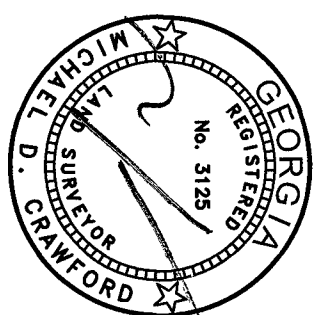
GA REG. L.S. #3125 MICHAEL D. CRAWFORD

GENERAL NOTES

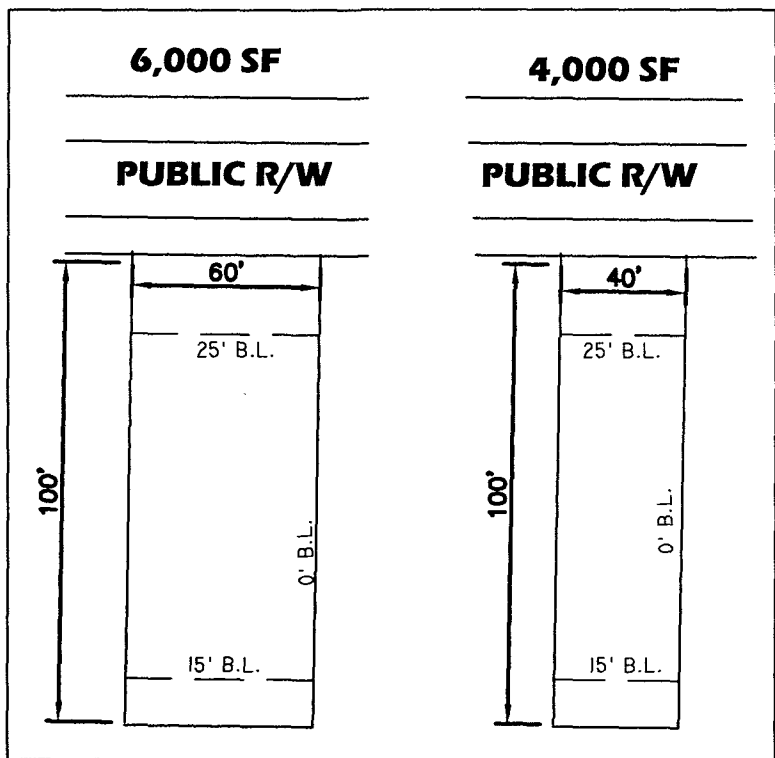
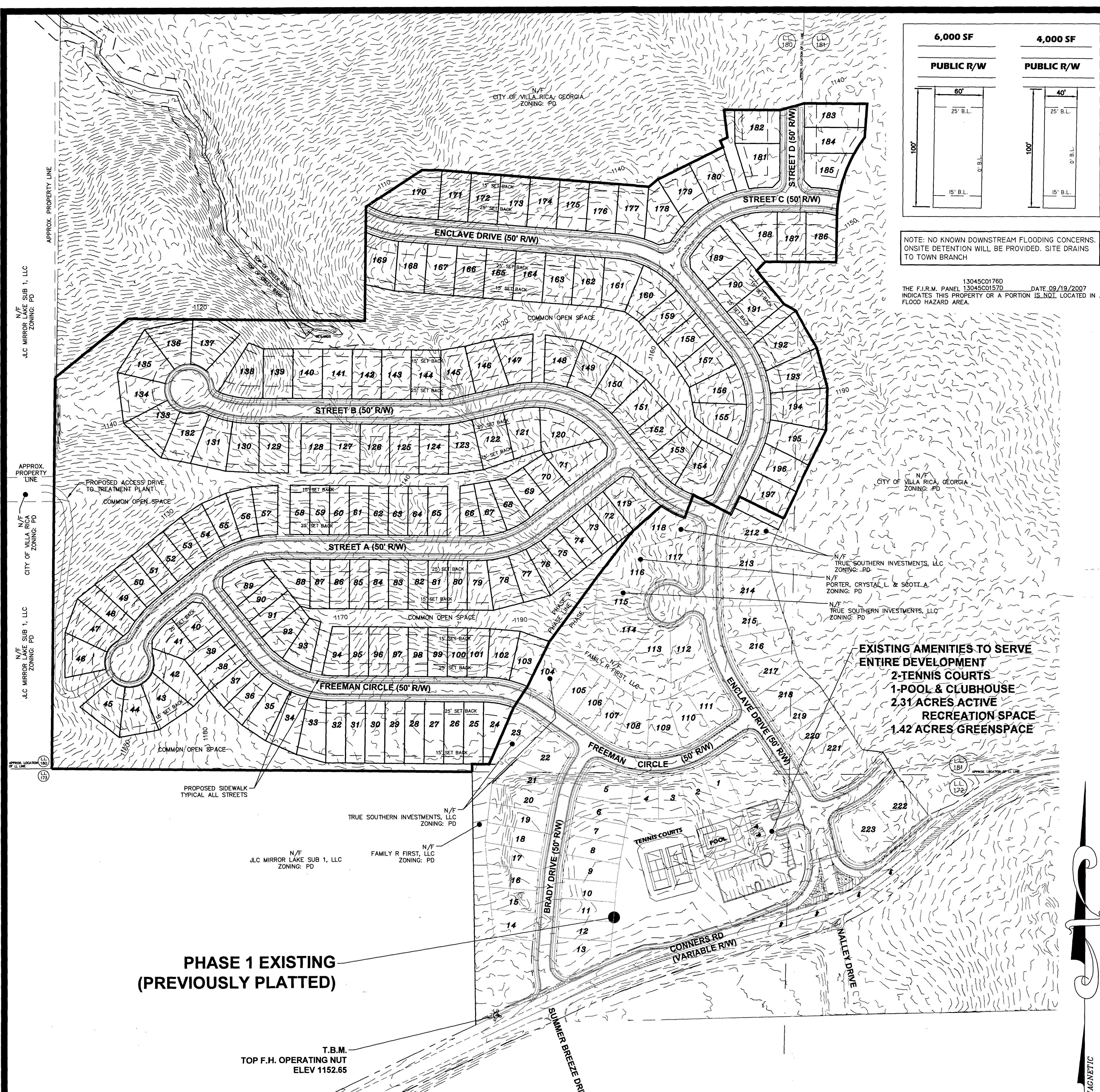
1. NO TITLE OR ABSTRACT RESEARCH WAS CONDUCTED FOR THIS SURVEY.
2. **WARNING:** THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY. THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY WAS NOT DISCOVERED BY THE SURVEYOR.
3. NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ACTS OF POSSESSION OR CITY ORDINANCE ISSUES. TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.
4. NO WARRANTY OR GUARANTEE AS TO ENVIRONMENTAL ISSUES HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HEREON HAVE BEEN ADDRESSED.
5. ONLY THOSE ACTS OF POSSESSION, IF ANY, THAT ARE VISIBLE FROM CASUAL OBSERVATION, HAVE BEEN ADDRESSED.
6. THE ACCEPTANCE OF THE PLAT HEREON BY THE CITY OF WILIA RICA DOES NOT LIMIT THE TORT OR CONTRACT HERETO TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN AN AMOUNT OF 1% OF THE TOTAL FEE MUST BE PAID TO THE SURVEYOR.
7. NO WARRANTY OR GUARANTEE AS TO COUNTRY OR CITY ORDINANCE ISSUES. TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.



GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA 30117
OFFICE (770) 834-4694
FAX (770) 834-1005
E-MAIL: mailbox@georgiandwest.com



FINAL PLAT FOR:
LIBERTY POINTE
LOT 226
LOCATED IN LAND LOT 172 & 180 DISTRICT 2 SECTION 5
DOUGLAS COUNTY, GEORGIA
DATE: 01/04/2019
CHECKED BY: JNO60004
3-19-006
REVISED: 01/21/2019 (EASEMENT)

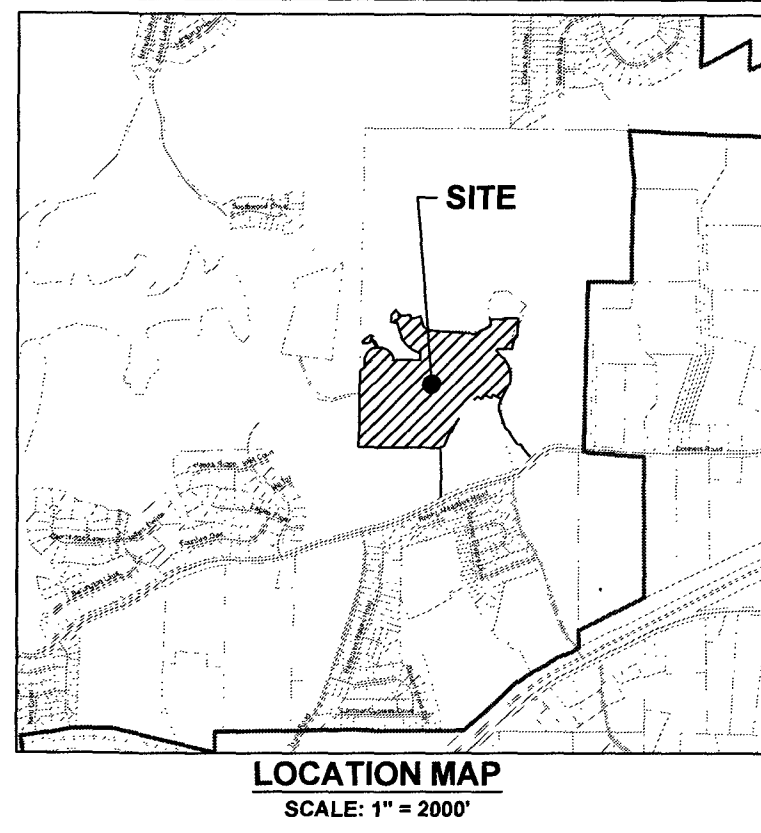


NOTE: NO KNOWN DOWNSTREAM FLOODING CONCERNS. ONSITE DETENTION WILL BE PROVIDED. SITE DRAINS TO TOWN BRANCH

13045C01760
THE F.I.R.M. PANEL 13045C01570 DATE 09/19/2007
INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED IN A FLOOD HAZARD AREA.

DEVELOPMENT SUMMARY

- 1. SITE AREA:
UNIT 1 = 12.83 ACRES (PREVIOUSLY PLATTED)
UNIT 2, 3, 4, 8 & 5 = 32.68 ACRES
- 2. ROW = 5.7 ACRES
- 3. ZONING: PD (PLANNED DEVELOPMENT)
- 4. SET BACKS:
FRONT - 25' (MAJOR & MINOR)
REAR - 15'
SIDE - 0'
- 5. PROPOSED LOTS (MIN. DWELLING SIZE = 1500 S.F.):
4,000 S.F. SINGLE FAMILY DETACHED = 79
6,000 S.F. SINGLE FAMILY DETACHED = 79
TOTAL LOTS = 158
- 6. PROPOSED DENSITY: 4.84 UNITS/AC.
- 7. COMMON OPEN SPACE:
UNIT 1 = 3.73 ACRES
UNIT 2, 3, 4, 8 & 5 = 7.17 ACRES
TOTAL = 10.9 ACRES



ZONING STIPULATIONS

(STIPULATIONS APPLIED TO ORIGINAL 205 ACRE DEVELOPMENT)

CONDITIONS TO GRTA NOTICE OF DECISION:

- DEVELOPMENT INTENSITY AND USE
 - o THE DEVELOPMENT SHALL CONTAIN A MAXIMUM OF 700 SINGLE-FAMILY HOMES, AND A MINIMUM OF 10,000 SQUARE FEET OF COMMERCIAL SPACE.
 - o PROVIDE AN AMENITY CENTER ALONG STREET A, BETWEEN STREET F AND STREET C.
 - ROAD CONNECTIVITY
 - o ALL ON-SITE LAND USES SHALL HAVE INTERNAL VEHICULAR CONNECTIONS.
 - o THE DEVELOPMENT SHALL CONTAIN A MAXIMUM OF ELEVEN (11) CUL-DE-SACS.
 - o AN ACCESS ROAD TO THE CITY TREATMENT PLANT SHALL BE PROVIDED THROUGH THE DEVELOPMENT VIA STREET B.
 - o AREA SHALL BE RESERVED FOR ONE POTENTIAL FUTURE VEHICULAR CONNECTION FROM EITHER STREET "L", "N", OR "O" TO ADJACENT PROPERTIES ON THE NORTHWEST SIDE OF THE DEVELOPMENT.
 - o AREA SHALL BE RESERVED FOR ONE POTENTIAL FUTURE VEHICULAR CONNECTION FROM STREET "G" TO ADJACENT PROPERTIES ON THE EAST SIDE OF THE DEVELOPMENT. THIS CONNECTION IS REQUESTED TO PROVIDE, AT A MINIMUM, EMERGENCY ACCESS TO THE NORTHERN PORTION OF THE PROPERTY IN THE EVENT OF CLOSURE OF STREET "A".
 - o AREA SHALL BE RESERVED FOR ONE POTENTIAL FUTURE VEHICULAR CONNECTION FROM EITHER STREET "B" OR "E" TO ADJACENT PROPERTIES ON THE EAST SIDE OF THE DEVELOPMENT. THIS CONNECTION IS REQUESTED TO PROVIDE, AT A MINIMUM, AN ALTERNATE ACCESS POINT TO CONNERS ROAD.
 - PARKING FACILITIES
 - o THE MINIMUM REQUIRED PARKING SPACES BY THE CITY OF VILLA RICA SHALL BE THE MAXIMUM NUMBER PROVIDED FOR THE COMMERCIAL SPACE WITHIN THE DEVELOPMENT.
 - PEDESTRIAN FACILITIES
 - o PROVIDE SIDEWALKS NO LESS THAN 5 FEET WIDE ALONG BOTH SIDES OF STREET "A" BETWEEN THE SITE ACCESS POINT AND THE AMENITY SITE.
 - o PROVIDE SIDEWALKS NO LESS THAN 5 FEET WIDE ALONG AT LEAST ONE SIDE OF REMAINING INTERNAL ROADWAYS.
 - o PROVIDE A PEDESTRIAN PATH/TRAIL SYSTEM WITHIN THE OPEN SPACES OF THE DEVELOPMENT.
 - BICYCLE FACILITIES
 - o PROVIDE BICYCLE RACKS NEAR THE ENTRANCE TO THE COMMERCIAL CONVENIENCE CENTER AND AT THE AMENITY CENTER.
 - ROADWAY IMPROVEMENTS AS CONDITIONS TO GRTA NOTICE OF DECISION:
 - CONNERS ROAD @ HALEY ROAD & SITE DRIVEWAY
 - o CONSTRUCT THE NORTH LEG (SOUTHBOUND APPROACH) OF THE INTERSECTION WITH A SHARED THROUGH-LEFT LANE, AN EXCLUSIVE RIGHT-TURN LANE, AND TWO INNESS LANES.
 - CONSTRUCT AN EASTBOUND LEFT-TURN LANE LONG CONNERS ROAD.
 - CONSTRUCT A WESTBOUND RIGHT-TURN LANE ALONG CONNERS ROAD.
- CONDITIONS RELATED TO ALTERING SITE PLAN AFTER GRTA NOTICE OF DECISION:
- THE ON-SITE DEVELOPMENT WILL BE CONSTRUCTED MATERIALLY (SUBSTANTIALLY) IN ACCORDANCE WITH THE SITE PLAN. CHANGES TO THE SITE PLAN WILL NOT BE CONSIDERED MATERIAL OR SUBSTANTIAL SO LONG AS THE FOLLOWING CONDITIONS ARE INCLUDED AS PART OF ANY CHANGES:
- ALL OF THE "CONDITIONS TO GRTA NOTICE OF DECISION" SET FORTH IN ATTACHMENT A ARE SATISFIED.
 - ALL OF THE "ROADWAY IMPROVEMENTS AS CONDITIONS TO GRTA NOTICE OF DECISION" SET FORTH IN ATTACHMENT A ARE SATISFIED.

EXISTING AMENITIES TO SERVE
ENTIRE DEVELOPMENT
2-TENNIS COURTS
1-POOL & CLUBHOUSE
2.31 ACRES ACTIVE
RECREATION SPACE
1.42 ACRES GREENSPACE

PRELIMINARY ENGINEERING CERTIFICATE

I HEREBY CERTIFY THAT THIS PROPOSED PRELIMINARY PLAT CORRECTLY REPRESENTS DATA COMPILED OR VERIFIED THROUGH A SURVEY COMPLETED BY ME ON MARCH 15, 2018 OF PROPERTY SHOWN AND DESCRIBED ON "COMPOSITE MAP FOR LIBERTY POINT."

BY: *[Signature]* REGISTERED L.S. NUMBER: 3125
DATE: 3/23/2018

CERTIFICATE OF DESIGN

I HEREBY CERTIFY THAT THE DESIGN AND LAYOUT OF THE PROPOSED LOTS, BLOCKS, STREETS, AND OTHER PLANNED FEATURES INCLUDED IN THIS PRELIMINARY PLAT HAVE BEEN PREPARED BY ME UNDER MY DIRECT SUPERVISION.

BY: *[Signature]* REGISTERED P.E. NUMBER: 34591
DATE: 3/23/18

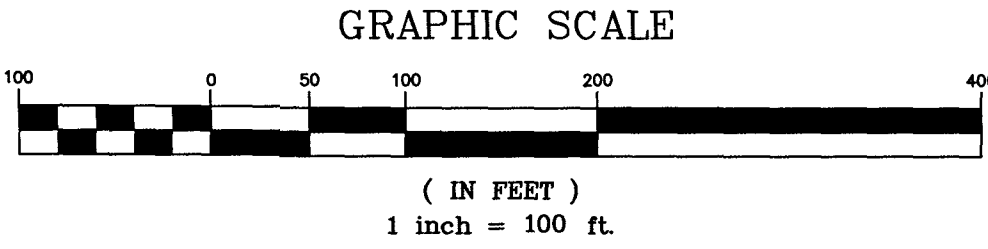
CERTIFICATE OF PLAT APPROVAL

ALL REQUIREMENTS OF THE CITY OF VILLA RICA SUBDIVISION REGULATIONS RELATIVE TO THE PREPARATION AND SUBMISSION OF A PRELIMINARY PLAT HAVING BEEN FULFILLED, APPROVAL OF THIS PLAT IS HEREBY GRANTED, SUBJECT TO FURTHER REVISIONS OF SAID SUBDIVISION REGULATIONS.

[Signature] 4/19/18 *[Signature]* 4/19/18
PLANNING COMMISSION CHAIRMAN DATE CITY CLERK DATE

SEE SHEET 2 OF 2 FOR BOUNDARY INFORMATION.

OWNER/DEVELOPER
24 HOUR CONTACT
LIBERTY CUSTOM HOMES, LLC
ATTN: ROBBIE ROBINSON
P.O. BOX 1172, DOUGLASVILLE, GA 30135
770-231-8748



1. 3-23-2018
NO. DATE
REVISED PER CITY COMMENTS
REVISED

GEORGIA
REGISTERED
No. 5125
MICHAEL D. CRAWFORD
SURVEYOR

GEORGIA
REGISTERED
No. 034591
JOHN D. BASS
PROFESSIONAL
ENGINEER

GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING
108 CORPORATE DRIVE
CARROLLTON, GA 30117
OFFICE (770) 834-4884
FAX (770) 834-1005
E-MAIL: mailboxes@georgiawest.com

TITLE: PRELIMINARY PLAT
LIBERTY POINT PHASE 2
(F.K.A. THE ENCLAVE @ MIRROR LAKE)
LOCATED IN LL 172, 173, 180, 181, DISTRICT 2, SECTION 5
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 100'
DATE: 03-15-2018
JOB NUMBER: 060104
DESIGNED BY: JDB

SHEET 1 OF 2

Type: PLAT
Recorded: 2/13/2019 9:43:00 AM
Fee Amt: \$8.00 Page 1 of 1
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
Participant ID: 8208115107
BK 40 PG 131

RESERVED FOR CLERK OF COURT

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	62.07'	175.00'	N79° 11' 55"W	61.75'
C2	13.92'	225.00'	S87° 35' 19"E	13.91'
C3	37.73'	225.00'	S81° 00' 45"E	37.69'
C4	38.36'	225.00'	S71° 19' 24"E	38.32'
C5	39.17'	225.00'	S61° 27' 04"E	39.12'
C6	35.00'	225.00'	S52° 00' 27"E	34.96'
C7	35.00'	225.00'	S43° 05' 41"E	34.96'
C8	59.62'	175.00'	S42° 02' 07"W	59.34'
C9	39.43'	50.00'	N00° 16' 29"E	38.41'
C10	34.02'	50.00'	N42° 21' 21"E	33.37'
C11	33.77'	50.00'	N81° 11' 40"E	33.13'
C12	30.68'	50.00'	S61° 52' 44"E	30.20'

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C13	25.00'	50.00'	S29° 58' 35"E	24.74'
C14	35.90'	50.00'	S04° 54' 50"W	35.13'
C15	32.67'	50.00'	S44° 11' 50"W	32.09'
C16	24.33'	225.00'	S32° 42' 20"W	24.32'
C17	37.28'	225.00'	S40° 33' 00"W	37.24'
C18	25.52'	225.00'	S48° 32' 47"W	25.51'
C19	41.15'	225.00'	S57° 02' 06"W	41.09'
C20	37.55'	225.00'	S67° 03' 20"W	37.51'
C21	36.15'	225.00'	S76° 26' 20"W	36.11'
C22	37.68'	225.00'	S85° 50' 17"W	37.63'
C23	89.09'	175.00'	S66° 38' 24"W	88.13'
C24	43.53'	175.00'	S45° 45' 51"E	43.42'

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C25	62.85'	175.00'	S63° 10' 44"E	62.52'
C26	25.02'	175.00'	S77° 33' 51"E	25.00'
C27	23.52'	175.00'	S85° 30' 37"E	23.50'
C28	5.48'	225.00'	N88° 39' 44"W	5.48'
C29	46.51'	225.00'	N82° 02' 31"W	46.43'
C30	38.91'	225.00'	N71° 09' 56"W	38.86'
C31	43.40'	175.00'	N61° 55' 58"W	43.29'
C32	28.75'	175.00'	S85° 55' 46"W	28.71'

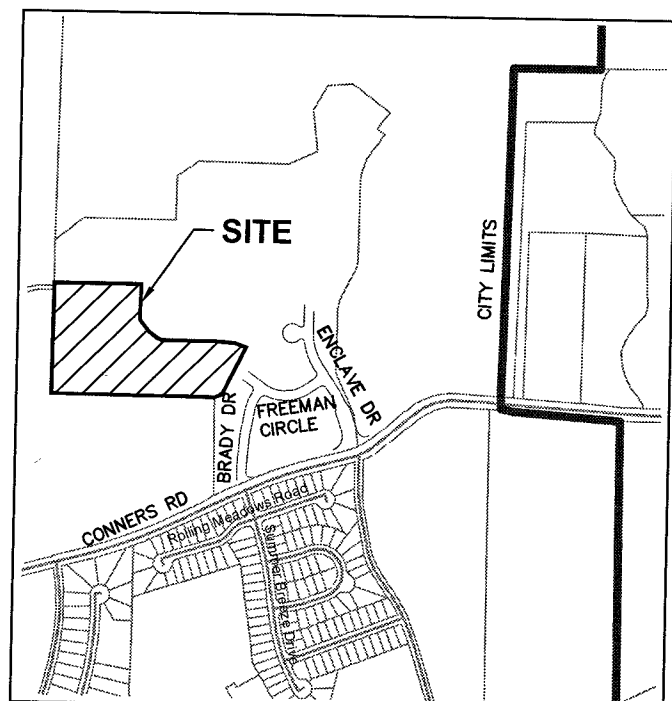
Parcel Line Table			
Line #	Length	Direction	
L1	40.00'	N89° 21' 37"W	
L2	40.00'	N89° 21' 37"W	
L3	40.00'	N89° 21' 37"W	
L4	40.00'	N89° 21' 37"W	
L5	40.00'	N89° 21' 37"W	
L6	40.00'	N89° 21' 37"W	
L7	40.00'	N89° 21' 37"W	
L8	26.09'	N89° 21' 37"W	
L9	40.00'	N38° 38' 18"W	
L10	40.00'	N38° 38' 18"W	
L11	66.06'	N38° 38' 18"W	
L12	21.29'	N83° 25' 17"W	
L13	53.42'	S51° 47' 44"W	
L14	15.73'	S00° 29' 15"E	
L15	10.10'	S00° 29' 15"E	

Parcel Line Table			
Line #	Length	Direction	
L16	13.89'	N49° 33' 44"E	
L17	13.89'	N49° 33' 44"E	
L18	16.05'	N51° 47' 44"E	
L19	40.00'	N51° 47' 44"E	
L20	40.00'	N51° 47' 44"E	
L21	36.57'	N51° 47' 44"E	
L22	21.53'	S05° 28' 22"W	
L23	47.89'	S38° 38' 18"E	
L24	40.00'	S38° 38' 18"E	
L25	40.00'	S38° 38' 18"E	
L26	17.22'	S38° 38' 18"E	
L27	31.58'	S89° 21' 37"E	
L28	40.00'	S89° 21' 37"E	
L29	40.00'	S89° 21' 37"E	
L30	40.00'	S89° 21' 37"E	

Parcel Line Table			
Line #	Length	Direction	
L31	40.00'	S89° 21' 37"E	
L32	40.00'	S89° 21' 37"E	
L33	40.00'	S89° 21' 37"E	
L34	34.51'	S89° 21' 37"E	
L35	40.00'	S89° 21' 37"E	
L36	40.00'	S89° 21' 37"E	
L37	40.00'	S89° 21' 37"E	
L38	40.00'	S89° 21' 37"E	
L39	40.00'	S89° 21' 37"E	
L40	40.00'	S89° 21' 37"E	
L41	34.61'	S89° 21' 37"E	
L42	24.54'	S70° 23' 45"E	
L43	30.25'	S38° 38' 18"E	
L44	40.00'	S38° 38' 18"E	
L45	40.00'	S38° 38' 18"E	

Parcel Line Table			
Line #	Length	Direction	
L46	40.13'	S38° 38' 18"E	
L47	54.01'	N85° 51' 59"E	
L48	53.12'	N76° 50' 09"E	
L49	40.00'	N51° 47' 44"E	
L50	40.00'	N51° 47' 44"E	
L51	46.38'	N51° 47' 44"E	
L52	49.26'	N51° 47' 44"E	
L53	45.22'	N51° 47' 44"E	
L54	45.47'	S44° 49' 18"W	
L55	40.00'	N38° 38' 18"W	
L56	40.00'	N38° 38' 18"W	
L57	31.58'	S51° 21' 42"W	
L58	45.55'	N40° 02' 18"W	
L59	51.31'	N46° 42' 13"W	
L60	40.00'	N89° 21' 37"W	

Parcel Line Table			
Line #	Length	Direction	
L61	40.00'	N89° 21' 37"W	
L62	40.00'	N89° 21' 37"W	
L63	40.00'	N89° 21' 37"W	
L64	40.00'	N89° 21' 37"W	
L65	40.00'	N89° 21' 37"W	
L66	40.00'	N89° 21' 37"W	
L67	17.68'	S89° 21' 37"E	
L68	12.33'	N89° 21' 37"W	
L69	26.27'	N54° 49' 43"W	
L70	20.80'	N54° 49' 43"W	
L71	42.68'	N54° 49' 43"W	
L72	25.00'	S89° 21' 53"E	
L73	40.00'	N89° 21' 53"W	
L74	40.00'	N89° 21' 53"W	
L75	40.00'	N89° 21' 53"W	
L76	40.00'	N89° 21' 53"W	
L77	40.00'	N89° 21' 53"W	
L78	40.00'	N89° 21' 53"W	
L79	40.00'	N89° 21' 53"W	
L80	40.00'	N89° 21' 53"W	
L81	40.00'	S89° 21' 53"E	
L82	40.00'	S89° 21' 53"E	
L83	40.00'	S89° 21' 53"E	
L84	40.00'	S89° 21' 53"E	
L85	40.00'	S89° 21' 53"E	
L86	40.00'	S89° 21' 53"E	
L87	40.00'	S89° 21' 53"E	
L88	40.00'	S89° 21' 53"E	
L89	66.95'	S89° 21' 53"E	
L90	20.07'	N75° 58' 05"W	



LOCATION MAP
VILLA RICA, GEORGIA
SCALE: 1"=1000'



SURVEYORS CERTIFICATION
It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist or are marked future and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.
GA. REG. L.S. #3126 MICHAEL D. CRAWFORD
01-07-2019
Date

SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL FOR CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HERON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
GA. REG. L.S. #3126 MICHAEL D. CRAWFORD

City of Villa Rica Certificate
In accordance with the City of Villa Rica Development Regulation and the City's Zoning Ordinance, all requirements of approval have been fulfilled; this plat is given final approval by the following officials on behalf of the City of Villa Rica:
Community Development Director: 2/12/19
Planning Commission: 2/12/19
Mayor: 2/12/19

Owner's Certificate
The owner of the plat shown of this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public in perpetuity.
Owner: Robbie Robinson
Date: 1-08-19

GENERAL SITE NOTES:

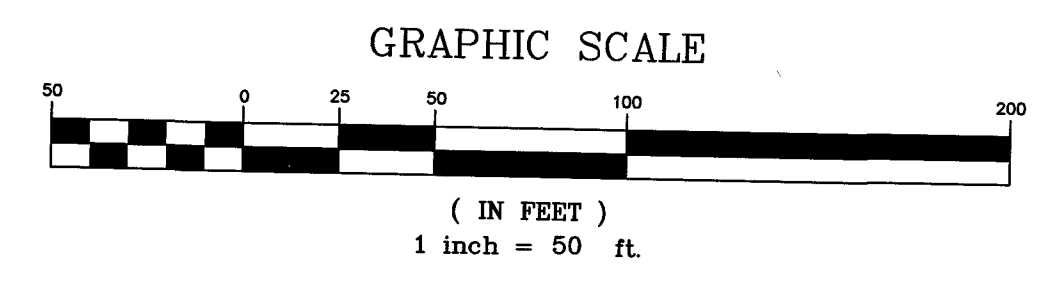
1. SITE AREA: 11.99 ACRES (PHASE 2)
2. ZONING: PD (PLANNED DEVELOPMENT)
3. SET BACKS:
FRONT - 25' (MAJOR & MINOR)
REAR - 15'
SIDE - 0'
4. PROPOSED PHASE 2:
TOTAL UNITS = 66 (5.50 UPA)
MIN. DWELLING SIZE = 1500 S.F.
5. COMMON OPEN SPACE (PHASE 2):
COMMON OPEN SPACE (1) 2.88 ACRES
COMMON OPEN SPACE (2) 0.32 ACRES
TOTAL 3.20 ACRES (26.87% OF PHASE 2)
6. DRAINAGE EASEMENTS OFF THE RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
7. FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISH FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
8. SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOME.
9. PROTECTIVE COVENANTS RECORDED IN D.B. 2873 PG. 893-946
10. HALF INCH REBAR WITH IDENTIFICATION CAPS SET AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.
11. EASEMENT CENTERED ON CONSTRUCTED STORM SEWERS.

OWNER/DEVELOPER
LIBERTY CUSTOM HOMES, LLC
ATTN: ROBBIE ROBINSON
P.O. BOX 1172
DOUGLASVILLE, GA. 30133
770-231-8748

LEGEND	
101 HOUSE NUMBER	E.O.P. EDGE OF PAVEMENT
102 LOT NUMBER	-X- FENCE LINE
103 PROPERTY CORNER	A/C AIR CONDITIONING
104 PROPERTY LINE	P.O.C. POINT OF COMMENCEMENT
105 IRON PIN FOUND (1/2" REBAR)	P.O.B. POINT OF BEGINNING
106 UNLESS NOTED	1033 CATCH BASIN
107 IRON PIN PLACED (1/2" REBAR)	1034 CATCH BASIN
108 OPEN TOP PIPE	1019A DROP INLET
109 CRIMPED TOP PIPE	1011A JUNCTION BOX
R/W RIGHT OF WAY	1019A TYPE E CURB INLET
110 RIGHT OF WAY	1125 LEADWALL
111 R/W MONUMENT	1125 WATER VALVE
112 LAND LOT NUMBER	1125 EXISTING FIRE HYDRANT
113 LAND LOT LINE	1125 EXISTING WATER METER
114 LAND LOT LINE	1125 GAS
115 LAND LOT LINE	1125 WATER

LOT AREA TABLE			
24	4,616 sq.ft.	49	4,529 sq.ft.
25	5,000 sq.ft.	50	4,410 sq.ft.
26	5,000 sq.ft.	51	4,000 sq.ft.
27	5,000 sq.ft.	52	4,000 sq.ft.
28	5,000 sq.ft.	53	4,168 sq.ft.
29	5,000 sq.ft.	54	4,515 sq.ft.
30	5,000 sq.ft.	55	4,533 sq.ft.
31	5,000 sq.ft.	56	4,436 sq.ft.
32	5,002 sq.ft.	57	4,547 sq.ft.
33	5,938 sq.ft.	58	4,000 sq.ft.
34	5,948 sq.ft.	59	4,000 sq.ft.
35	5,143 sq.ft.	60	4,000 sq.ft.
36	4,458 sq.ft.	61	4,000 sq.ft.
37	4,047 sq.ft.	62	4,000 sq.ft.
38	4,000 sq.ft.	63	4,000 sq.ft.
39	4,000 sq.ft.	64	4,000 sq.ft.
40	4,551 sq.ft.	65	4,000 sq.ft.
41	4,142 sq.ft.	66	4,000 sq.ft.
42	6,851 sq.ft.	67	4,000 sq.ft.
43	5,851 sq.ft.	68	4,000 sq.ft.
44	5,554 sq.ft.	69	4,000 sq.ft.
45	5,558 sq.ft.	70	4,000 sq.ft.
46	5,272 sq.ft.	71	4,000 sq.ft.
47	6,056 sq.ft.	72	4,000 sq.ft.
48	4,771 sq.ft.	73	4,000 sq.ft.

N.F.
JLC MIRROR LAKE SUB 1, LLC
D.B. 3349, PG. 966
ZONING: PD (PLANNED DEVELOPMENT)

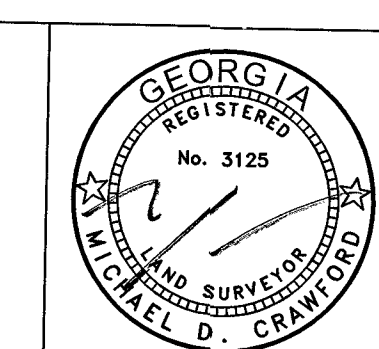


13045C0176D
13045C0157D
DATE 02/19/2007
INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED IN A FLOOD HAZARD AREA.

CLOSURE
THE FIELD DATA UPON THIS MAP OR PLAT IS BASED ON A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 10" PER ANGULAR POINT, AND WAS ADJUSTED USING CHORDAL RULE.
TOPCON 323 WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET.

GENERAL NOTES
1. NO TITLE OR ABSTRACT RESEARCH WAS PERFORMED BY THE UNDERSIGNED FOR THIS SURVEY.
2. WARNING: THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY OF ANY TYPE OR ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVER THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY.
3. NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES IS IMPLIED, ONLY THOSE ITEMS SHOWN.
4. NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY OF ANY TYPE OR ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVER THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY.
5. ANY ACTS OF POSSESSION, IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE PROPERTY ARE SHOWN HEREON. NO WARRANTY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE OF ACTS OF POSSESSION BY ADJOINERS TO THE LANDS SHOWN AND DESCRIBED HEREON.
6. THE ACCEPTANCE OF THE PLAT HEREON AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE SURVEY HEREBY LIMIT THE TORT OR CONTRACT HERETO TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN AN AMOUNT OF 1% OF THE TOTAL LIABILITY REQUEST MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF WORK.
7. NO WARRANTY OR GUARANTEE AS TO COUNTY OR CITY ORDINANCE ISSUES, TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.

GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
E-MAIL: mailto:info@georgiawest.com
OFFICE (770) 834-8694
FAX (770) 834-1005



FINAL PLAT FOR
LIBERTY POINTE PHASE 2
LOCATED IN LAND LOT 180 DISTRICT 2, SECTION 5
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 50'
CHECKED BY: JNO6004
DATE: 11-06-2018
REVISED: 01-07-2019
SHEET 1 OF 1

Type: PLAT
Recorded: 5/18/2020 3:00:00 PM
Fee Amt: \$10.00 Page 1 of 1
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court

Participant ID: 8208115107

BK 40 PG 427

RESERVED FOR CLERK OF COURT

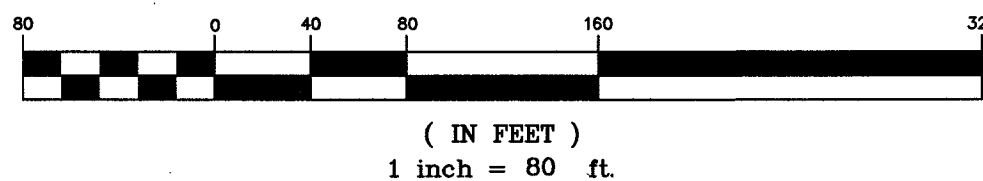
LEGEND

- 101 HOUSE NUMBER
10 LOT NUMBER
○ PROPERTY CORNER
P PROPERTY LINE
IPF IRON PIN FOUND (1/2" REBAR UNLESS NOTED)
IPP IRON PIN PLACED (1/2" REBAR)
OTP OPEN TOP PIPE
CTP CRIMPED TOP PIPE
R/W RIGHT OF WAY
--- RIGHT OF WAY
□ R/W MONUMENT
223 LAND LOT NUMBER
L.L.L. LAND LOT LINE
--- LAND LOT LINE
E.O.P. EDGE OF PAVEMENT
-X- FENCE LINE
☆ LAMP POLE
○ UTILITY POLE
PP POWER POLE
LP LAMP POLE
-P- OVERHEAD POWER
P.I. POINT OF INTERSECTION

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length
C1	25.01'	225.00'	N42° 35' 49"W	25.00'
C2	51.75'	175.00'	S46° 35' 17"E	51.56'
C3	42.51'	175.00'	S62° 01' 09"E	42.41'
C4	83.45'	175.00'	N12° 26' 42"E	82.66'
C5	48.32'	225.00'	N13° 01' 50"E	48.23'
C6	27.18'	225.00'	N22° 38' 38"E	27.17'
C7	23.06'	225.00'	N87° 51' 19"E	23.05'
C8	45.16'	225.00'	N79° 10' 08"E	45.09'
C9	37.78'	225.00'	N68° 36' 29"E	37.74'
C10	35.06'	225.00'	N59° 19' 59"E	35.03'
C11	11.72'	225.00'	N53° 22' 35"E	11.72'
C12	67.79'	225.00'	S46° 44' 52"E	67.54'
C13	17.24'	175.00'	N87° 58' 12"E	17.23'
C14	47.89'	175.00'	N77° 18' 34"E	47.74'
C15	53.71'	175.00'	N60° 40' 37"E	53.50'

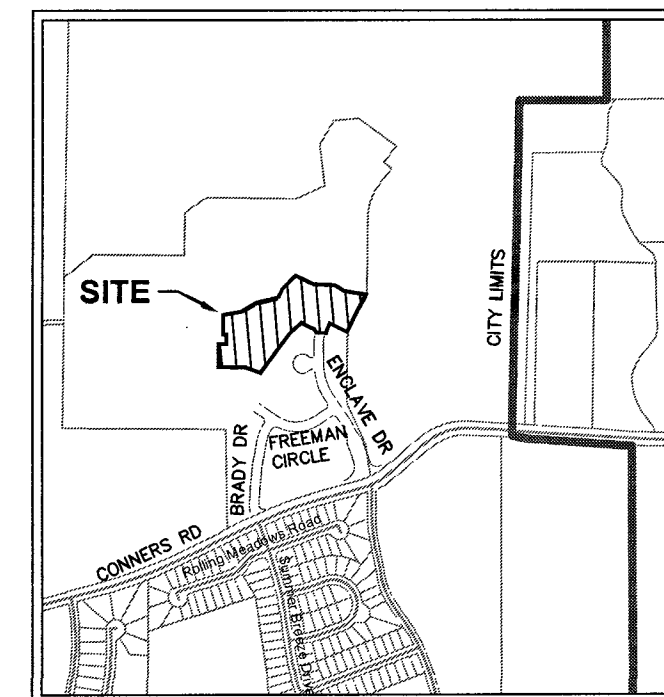
GRAPHIC SCALE



Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	20.97'	N06° 14' 08"E	L19	25.00'	S26° 06' 18"W	L37	28.21'	N80° 39' 44"E	L55	40.00'	N51° 53' 01"E	L73	100.31'	S38° 06' 59"E
L2	21.49'	N39° 24' 45"W	L20	100.00'	N63° 53' 42"W	L38	30.90'	N80° 39' 44"E	L56	40.00'	N51° 53' 01"E	L74	106.49'	S28° 02' 57"E
L3	54.64'	N23° 24' 31"E	L21	147.82'	N88° 19' 07"W	L39	34.07'	N80° 39' 44"E	L57	49.54'	N51° 53' 01"E	L75	99.01'	S18° 01' 43"E
L4	98.74'	N44° 51' 51"E	L22	84.20'	N38° 53' 49"W	L40	42.36'	N57° 34' 33"E	L58	21.45'	S83° 46' 04"E	L76	102.22'	S07° 46' 47"E
L5	66.54'	S42° 06' 50"E	L23	40.00'	S51° 53' 01"W	L41	49.16'	N57° 34' 33"E	L59	13.94'	S39° 25' 08"E	L77	100.00'	S00° 38' 07"W
L6	60.00'	S39° 24' 45"E	L24	40.00'	S51° 53' 01"W	L42	120.20'	N75° 16' 19"E	L60	51.62'	S51° 53' 01"W	L78	107.45'	N11° 16' 30"W
L7	40.05'	S48° 56' 12"E	L25	40.00'	S51° 53' 01"W	L43	31.66'	S39° 24' 45"E	L61	50.06'	N51° 53' 01"E	L79	106.57'	N20° 22' 07"W
L8	69.95'	S62° 17' 54"E	L26	40.00'	S51° 53' 01"W	L44	60.00'	S39° 24' 45"E	L62	95.01'	S51° 53' 01"W	L80	93.75'	N32° 18' 59"W
L9	25.01'	N26° 06' 18"E	L27	53.34'	S51° 53' 01"W	L45	24.91'	S39° 23' 26"E	L63	100.00'	N50° 35' 15"E	L81	89.07'	N38° 06' 59"W
L10	66.66'	N62° 13' 43"W	L28	56.32'	S75° 40' 27"W	L46	20.91'	S68° 58' 44"E	L64	100.00'	N50° 35' 15"E	L82	104.77'	S63° 14' 23"E
L11	36.76'	N48° 56' 12"W	L29	63.05'	S75° 40' 27"W	L47	22.13'	N68° 33' 47"E	L65	106.66'	N30° 31' 55"E	L83	15.80'	N89° 21' 53"W
L12	30.22'	N10° 40' 13"W	L30	53.64'	N89° 21' 53"W	L48	87.60'	N26° 06' 18"E	L66	101.64'	S63° 53' 42"E	L84	116.77'	S37° 51' 04"W
L13	110.19'	S87° 49' 08"E	L31	40.00'	N89° 21' 53"W	L49	32.88'	S26° 06' 18"W	L67	100.00'	S63° 53' 42"E	L85	62.92'	N70° 01' 38"W
L14	57.31'	N57° 39' 33"W	L32	100.00'	N00° 38' 07"E	L50	60.00'	S26° 06' 18"W	L68	100.00'	N63° 53' 42"W	L86	61.23'	N85° 04' 22"W
L15	116.96'	S79° 40' 32"E	L33	40.00'	S89° 21' 53"E	L51	25.00'	S26° 06' 18"W	L69	100.00'	S38° 06' 59"E	L87	46.22'	N87° 25' 57"W
L16	78.78'	S26° 06' 18"W	L34	50.00'	S00° 38' 07"W	L52	15.66'	S89° 21' 56"E	L70	100.00'	S38° 06' 59"E	L88	36.24'	N00° 57' 37"W
L17	60.00'	S26° 06' 18"W	L35	16.95'	N89° 21' 53"W	L53	28.28'	N51° 53' 01"E	L71	100.00'	S38° 06' 59"E			
L18	60.00'	S26° 06' 18"W	L36	101.05'	N00° 38' 07"E	L54	40.00'	N51° 53' 01"E	L72	100.00'	S38° 06' 59"E			

LOT AREA TABLE

66	4,055 sq.ft.
67	4,232 sq.ft.
68	4,360 sq.ft.
69	4,284 sq.ft.
70	4,286 sq.ft.
71	6,511 sq.ft.
72	4,000 sq.ft.
73	4,000 sq.ft.
74	4,000 sq.ft.
75	4,001 sq.ft.
76	4,522 sq.ft.
77	4,758 sq.ft.
78	5,382 sq.ft.
79	4,633 sq.ft.
80	4,000 sq.ft.
119	6,504 sq.ft.
151	6,084 sq.ft.
152	6,000 sq.ft.
153	6,050 sq.ft.
154	7,752 sq.ft.
155	6,170 sq.ft.
195	6,779 sq.ft.
196	6,015 sq.ft.
197	6,000 sq.ft.



LOCATION MAP

VILLA RICA, GEORGIA
SCALE: 1"=1000'

GENERAL SITE NOTES:

- SITE AREA 4.46 ACRES (PHASE 3)
- ZONING: PD (PLANNED DEVELOPMENT)
- SET BACKS:
FRONT - 25' (MAJOR & MINOR)
REAR - 15'
SIDE - 0'
- PROPOSED PHASE 3:
TOTAL UNITS = 24 (5.45 UPA)
MIN. DWELLING SIZE = 1500 S.F.
- COMMON OPEN SPACE (PHASE 3):
COMMON OPEN SPACE (1) 0.06 ACRE
COMMON OPEN SPACE (2) 0.12 ACRE
COMMON OPEN SPACE (3) 0.38 ACRE
TOTAL 0.56 ACRE (12.55% OF PHASE 3)
- DRAINAGE EASEMENTS OFF THE RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISH FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
- SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOME.
- PROTECTIVE COVENANTS RECORDED IN D.B. 2873 PG. 893-946
- HALF INCH REBAR WITH IDENTIFICATION CAPS SET AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.
- EASEMENT CENTERED ON CONSTRUCTED STORM SEWERS.

City of Villa Rica Certificate

In accordance with the City of Villa Rica Development Regulation and the City's Zoning Ordinance, all requirements of approval have been fulfilled; this plat is given final approval by the following officials on behalf of the City of Villa Rica:

Bobby Crum 5/12/2020
Community Development Director Date

James 5-12-2020
Mayor Date

SURVEYORS CERTIFICATION

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

GA. REG. L.S. #3125 MICHAEL D. CRAWFORD

OWNER/DEVELOPER
LIBERTY CUSTOM HOMES, LLC
ATTN: ROBBIE ROBINSON
P.O. BOX 1172
DOUGLASVILLE, GA. 30133
770-231-8748

Owner's Certificate

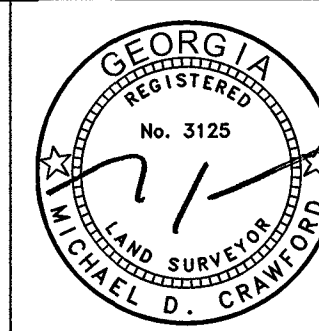
The owner of the plat shown of this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public in perpetuity.

Sherrie Stephens May 18, 2020
Owner Date

13045C0176D
THE F.I.R.M. PANEL 13045C0157D DATE 09/19/2007
INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED
IN A FLOOD HAZARD AREA.

GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING

105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-4694
FAX (770) 834-1005
E-MAIL: mailbox@georgiaandwest.com



FINAL PLAT FOR:
LIBERTY POINTE PHASE 3

LOCATED IN LAND LOTS 180 & 181 DISTRICT 02, SECTION 5
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 80' DATE: 01/22/2020
CHECKED BY: REVISED:

JN060104
3-19-335

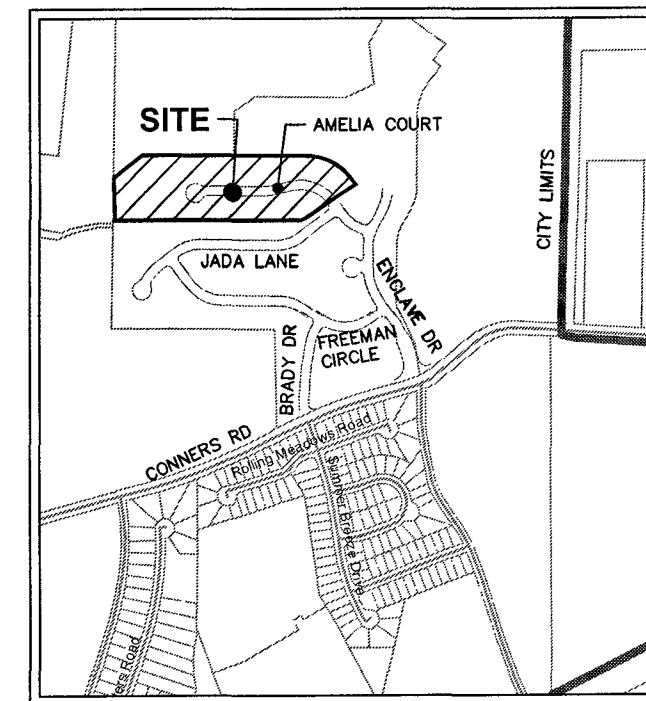
Type: PLAT
Recorded: 10/28/2021 11:22:00 AM
Fee Amt: \$10.00 Page 1 of 1
Douglas County Georgia
ANNETTA D STEMBRIDGE Clerk Superior

Participant ID: 8208115107

BK 41 PG 309

RESERVED FOR CLERK OF COURT

Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	20.97'	N06° 14' 08"E	L12	16.39'	N55° 40' 29"E	L23	57.92'	S71° 19' 28"W	L34	53.12'	S76° 50' 09"W	L45	60.00'	S89° 21' 53"E	L56	101.29'	N00° 38' 07"W
L2	21.49'	N39° 24' 45"W	L13	27.81'	N64° 51' 05"W	L24	65.31'	S71° 19' 28"W	L35	17.79'	N37° 59' 59"W	L46	49.05'	N80° 44' 18"E	L57	100.00'	N00° 38' 07"E
L3	23.74'	N76° 55' 23"E	L14	15.18'	N89° 21' 53"W	L25	71.78'	S82° 32' 42"W	L36	91.33'	N37° 59' 59"W	L47	59.21'	N76° 19' 47"E	L58	100.00'	N00° 38' 07"E
L4	65.00'	N76° 55' 23"E	L15	60.00'	N89° 21' 53"W	L26	60.00'	N89° 21' 53"W	L37	64.70'	N10° 40' 20"W	L48	81.70'	N82° 33' 48"E	L59	100.00'	N00° 38' 07"E
L5	17.80'	N76° 55' 23"E	L16	60.00'	N89° 21' 53"W	L27	60.00'	N89° 21' 53"W	L38	110.00'	N81° 42' 49"E	L49	78.64'	S81° 08' 58"E	L60	100.00'	N00° 38' 07"E
L6	35.91'	S89° 21' 53"E	L17	60.00'	N89° 21' 53"W	L28	60.00'	N89° 21' 53"W	L39	98.09'	N00° 38' 07"E	L50	73.12'	S64° 41' 23"E	L61	100.00'	S00° 38' 07"W
L7	60.00'	S89° 21' 53"E	L18	54.11'	N89° 21' 53"W	L29	60.00'	N89° 21' 53"W	L40	60.89'	S79° 33' 09"E	L51	75.82'	S52° 24' 44"E	L62	90.81'	S02° 42' 34"W
L8	60.00'	S89° 21' 53"E	L19	36.98'	S76° 55' 23"W	L30	60.00'	N89° 21' 53"W	L41	60.00'	S89° 21' 53"E	L52	98.74'	S44° 51' 51"W	L63	116.33'	N36° 25' 44"E
L9	60.00'	S89° 21' 53"E	L20	69.56'	S76° 55' 23"W	L31	52.39'	S62° 29' 36"W	L42	60.00'	S89° 21' 53"E	L53	85.65'	S01° 59' 44"E	L64	110.29'	N65° 43' 25"E
L10	60.00'	S89° 21' 53"E	L21	120.20'	S75° 16' 19"W	L32	17.59'	S85° 51' 59"W	L43	60.00'	S89° 21' 53"E	L54	97.11'	N13° 04' 37"W	L65	102.37'	S00° 38' 07"W
L11	16.64'	S89° 21' 53"E	L22	9.77'	N29° 35' 16"W	L33	36.42'	S85° 51' 59"W	L44	60.00'	S89° 21' 53"E	L55	103.48'	N13° 04' 37"W	L66	100.00'	S00° 38' 07"W



LOCATION MAP
VILLA RICA, GEORGIA
SCALE: 1"=1000'

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	143.36'	175.00'	S62° 52' 52"E	139.39'
C2	51.09'	175.00'	N85° 17' 12"E	50.91'
C3	29.71'	225.00'	N80° 42' 21"E	29.69'
C4	24.14'	225.00'	N87° 33' 43"E	24.13'
C5	41.14'	50.00'	N50° 01' 25"E	39.99'
C6	35.00'	50.00'	S86° 21' 09"E	34.29'
C7	35.00'	50.00'	S46° 14' 44"E	34.29'
C8	35.00'	50.00'	S06° 08' 19"E	34.29'
C9	63.84'	50.00'	N50° 29' 27"E	59.59'
C10	24.51'	50.00'	N78° 53' 32"W	24.26'
C11	10.92'	425.00'	S83° 50' 43"W	10.92'
C12	44.91'	425.00'	S87° 36' 29"W	44.89'
C13	6.06'	175.00'	S89° 38' 38"W	6.06'
C14	35.83'	175.00'	S82° 47' 16"W	35.76'
C15	46.15'	225.00'	S82° 47' 55"W	46.07'
C16	25.01'	225.00'	N88° 08' 28"W	25.00'
C17	46.73'	225.00'	N79° 00' 24"W	46.65'
C18	53.39'	225.00'	N66° 15' 34"W	53.26'
C19	53.72'	225.00'	N52° 37' 18"W	53.60'

GENERAL SITE NOTES:

1. SITE AREA 7.85 ACRES (PHASE 4)
2. ZONING: PD (PLANNED DEVELOPMENT)
3. SETBACKS:
FRONT - 25' (MAJOR & MINOR)
REAR - 15'
SIDE - 0'
4. PROPOSED PHASE 4:
TOTAL UNITS = 25 (3.18 UPA)
MIN. DWELLING SIZE = 1500 S.F.
5. COMMON OPEN SPACE (PHASE 4):
COMMON OPEN SPACE (1) 3.03 ACRES
COMMON OPEN SPACE (2) 0.35 ACRE
TOTAL 3.38 ACRES (43.05% OF PHASE 4)
6. DRAINAGE EASEMENTS OFF THE RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
7. FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISH FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
8. SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOME.
9. PROTECTIVE COVENANTS RECORDED IN D.B. 2873 PG. 893-946
10. HALF INCH REBAR WITH IDENTIFICATION CAPS SET AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.
11. EASEMENT CENTERED ON CONSTRUCTED STORM SEWERS.
12. UNDISTURBED CITY BUFFER YIELDS TO RETAINING WALL PER CITY APPROVED BUFFER VARIANCE. IMPERVIOUS SETBACK IS 25' FROM BUFFER LINE.

LEGEND

101	HOUSE NUMBER
10	LOT NUMBER
PC	PROPERTY CORNER
PL	PROPERTY LINE
IPF	IRON PIN FOUND (1/2" REBAR UNLESS NOTED)
IPP	IRON PIN PLACED (1/2" REBAR)
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
---	RIGHT OF WAY
---	R/W MONUMENT
223	LAND LOT NUMBER
L.L.L.	LAND LOT LINE
L.L.L.	LAND LOT LINE
E.O.P.	EDGE OF PAVEMENT
-X-	FENCE LINE
*	LAMP POLE
U	UTILITY POLE
PP	POWER POLE
LP	LAMP POLE
-P-	OVERHEAD POWER
P.I.	POINT OF INTERSECTION

Owner's Certificate

The owner of the plat shown of this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public in perpetuity.

Paula Robinson
Owner Date 10-19-2021

LOT AREA TABLE			
120	7,140 S.F.	141	6,000 S.F.
121	6,125 S.F.	142	6,000 S.F.
122	6,519 S.F.	143	6,000 S.F.
123	6,026 S.F.	144	6,000 S.F.
124	6,010 S.F.	145	6,040 S.F.
125	6,000 S.F.	146	6,297 S.F.
126	6,000 S.F.	147	6,140 S.F.
127	6,000 S.F.	148	6,033 S.F.
128	6,000 S.F.	149	6,178 S.F.
129	6,267 S.F.	150	6,287 S.F.
130	6,624 S.F.		
131	6,801 S.F.		
132	5,283 S.F.		
139	6,026 S.F.		
140	6,035 S.F.		

City of Villa Rica Certificate

In accordance with the City of Villa Rica Development Regulation and the City's Zoning Ordinance, all requirements of approval have been fulfilled; this plat is given final approval by the following officials on behalf of the City of Villa Rica:

Bobby C. Lewis 10/26/2021
Community Development Director Date
J. McLaughlin 10-26-2021
Mayor Date

OWNER/DEVELOPER
LIBERTY CUSTOM HOMES, LLC
ATTN: ROBBIE ROBINSON
P.O. BOX 1172
DOUGLASVILLE, GA. 30133
770-231-8748

THIS PLAT SUPERSEDES THE PLAT RECORDED
AT P.B. 41 PG. 270.

SURVEYORS CERTIFICATION

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

GA. REG. L.S. #125 MICHAEL D. CRAWFORD

FINAL PLAT FOR:
LIBERTY POINTE PHASE 4

LOCATED IN LAND LOT 180 DISTRICT 02 SECTION 05
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 80' DATE: 07/26/2021
CHECKED BY: REVISED: 10/19/2021

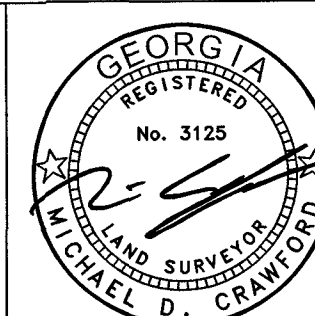
JN060104
3-21-175

SHEET 1 OF 1

GEORGIA & WEST, INC.

ENGINEERING • LAND SURVEYING • LAND PLANNING

105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-4694
FAX (770) 834-1005
E-MAIL: mailbox@georgiaandwest.com



GIL McDOUGAL, MAYOR
CITY COUNCIL:
MAYOR PRO TEM
DANNY CARTER
MATTHEW MONTAHAN
SHIRLEY MARCHMAN
LESLIE MCPHERSON
ANNA McCOY

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MEMORANDUM

From: Ronald Johnson, Planning & Zoning Specialist
Date: March 1, 2022
To: Tracy Jarvis, Director of Community Development
Cc: Tom Barber, City Manager
Sarah Andrews, Deputy City Manager
David Mecklin, City Attorney

Subject: Zoning Audit for Liberty Pointe Planned Unit Development (PUD), Current Master Plan Status and Potential **Corrective Action Requested**

With the incoming submittal of the Final Plat for Phase V of the Liberty Pointe Development, along with the entirety of the development expected to come to a close within the midterm future, I have preemptively researched the history of the development along with all approvals granted for each phase of the development. Several “loose ends” are readily evident through the research conducted that are concerning and require immediate corrective action. It is in my opinion that several City Council actions will be required in order to move forward with any aspect of the final buildout of this development.

I humbly request that all parties addressed to please review this vital information and consider corrective action for the various “loose ends” detailed within this report and particularly in the “Staff Comments Section” ahead of any review of the proposed Phase V of Final Plat.

I have enclosed a timeline of the development from pre-1990s to current, along with several recommendations and exhibits.

Thank you.

Timeline:

- 1988 – Property Rezoned. Under the 1993 ordinance, the property was approved for 1,350 multi-family units with a density of 10.89 dwelling units per acre. The property became known as the Loop Road Tract upon the property being sold in 1992 to Loop Road Properties, LLC.
- The property was laterally rezoned to R-14 in 1999.
- October 31, 2002 – Loop Road Properties, LLC sells the 205-acre property to Mirror Lake, LLC, the original developer for the Mirror Lake subdivision. This property was not included in the Mirror Lake PUD or subdivision upon the sale.
- In 2003, Mirror Lake, LLC submitted a rezoning application to change the property from R-14 to a PUD to construct 665 single-family units with a commercial component (RA-11-03). No vote was taken at those meetings and the application was postponed.
- In 2004, the 2003 request was reheard, with an altered concept plan with 225 fee simple townhomes, 558 single-family detached homes, 80 acres of open space and 10,000 square feet of commercial floor area. The request was withdrawn by the applicant.
- On April 14, 2004, the 205.18-acre parcel was subdivided, creating a 159.25-acre parcel (0001) and a 45.93-acre parcel (0003), the latter being transferred to “Connors Road, LLC”. Parcel 0003 is the “cutout” section of the Loop Road Tract that went on to eventually become Liberty Pointe subdivision as we know it today.
- Parcel 0003 was sold in 2006 to Trey Robinson. On October 3rd, 2006, an application for a rezoning was submitted by Trey Robinson for 707 single-family homes with 48.5 acres of open space and several amenities, including walking trails, expansive park areas, playgrounds, open air pavilions, horseshoe pits, tennis basketball and a clubhouse with pool. The developer obliged to conform to Villa Rica’s new ordinance that came into effect on August 1, 2006. The rezoning permitted a gross density of 4.77 du/acre. The development was proposed to cover both the 0001 and 0003 parcels, although they had been subdivided in 2004. Mirror Lake, LLC continued to own Parcel 0001 until the property was foreclosed on in December 2010. Robinson’s project “Liberty Pointe” was given approval with a condition to comply with all applicable conditions recommended according to DRI. 430. A concept plan dated August 9th, 2006 was included with the application showing minimum dwelling sizes of 1,500 sq. feet, 4,000 sq ft. and 6, sq. ft. lots, two club houses with a pool, 7 sports courts (tennis, basketball, etc.), walking trails and sidewalks throughout the development, and (4) open air pavilions.
- In 2007, Trey Robinson Homes Inc. transferred Parcel 0003 to Family R First, LLC, also owned by the Robinson family.
- On February 14, 2007, a new PD plan was submitted to the municipality, which was included and referenced within the Development Agreement. We have no record of an approved PD plan, however it is assumed that this plan was approved, since it was included within the Development agreement.
- In February 2010, a final plat was approved for Phase 1 of the project, featuring 52 houses. The plat did not show adequate buffering on the Connors Road Right of Way, as

indicated on the concept plan and in Trey Robinson's letter of intent filed with the rezoning application. **This should have prompted an Alteration to PUD application to be filed.**

- In December 2010, Mirror Lake, LLC forecloses on Parcel 0001, transferring ownership to CRM Central Properties, LLC.
- In June 2013, Parcel 0001 was purchased out of foreclosure by Conner Town Branch Creek, LLC.
- In December 2014, Conner Town Branch Creek, LLC gifts Parcel 0001 to Southeastern Trust for Parks and Land, which in turn gifted the land to the city in October 2015 for the construction of a passive park. **Because the concept plan included this parcel, this action should have prompted an Alteration of PUD application to be filed by the owners of 0001 before any development was to commence in a second phase. At that point, the development was not in conformance with the concept plan.**
- 2014 – Parcel 0003 was foreclosed on and ownership transferred to Bank of the Ozarks.
- In April 2015, True Southern Investments, LLC, another company associated with the Robinson family purchased 0003 out of bankruptcy.
- In February 2018, the 0003 parcel was purchased from True Southern Investments, LLC by Liberty Custom Homes, owned by Robbie Robinson.
- In April 2018, a preliminary plat was approved for "Phase 2" of Liberty Pointe, which was for a 32-acre property beyond the first phase that was approved in 2009 for 52 homes. Phase 2 consists of "Units 2-5" within the phase, granting preliminary approval for all units. At that time, the applicant's engineer indicated to the city via email that the plat shows the extent of the area that Liberty Custom Homes, LLC plans to develop. Phase 2 was a radical alteration of the development's street network, made various changes to the approvals granted through council, and did not resemble the concept plan in multiple aspects, including:
 - Removal of the required additional amenities beyond the amenities developed in Phase 1. The developer indicated on the plat that the amenities of phase 1 will serve the entire community. This change should have prompted an Application to PUD Application.
 - The plat indicated that a total of seventy-nine (79) 4,000 sq. ft. lots are proposed and a total of seventy-nine (79) 6,000 sq. ft. lots are proposed. It was not indicated on the plat which lots conform to each lot size.
 - The street network was different than on the previously approved concept plan. Because the concept plan was in effect, this should have prompted an Alteration to PUD Application.
 - The preliminary plat showed three roadways (Enclave Drive, Streets C and Streets D) that end abruptly, without a cul-de-sac. The applicant should have applied for a variance from the Development Standards requiring cul-de-sacs at the end of residential streets (and as indicated on the development plat). The City Engineer approved the preliminary plat. The final plat submitted in February 2022 now indicates cul-de-sacs at the end of each street.
- In December 2018, the Final Plat for Phase II (Unit II) was approved.

- On January 31, 2019, the City Engineer signed off on a revised Final Plat for Lot 226 (99 Enclave Drive) to create a lot where a street and open space was located. The revised plat was subject to a public meeting before the City Council as a revised Final Plat application.
- On May 12, 2020, the Final Plat for Phase III was approved.
- Liberty Custom Homes, LLC was sold to Century Complete in 2020.
- In August 2021, The Final Plat for Phase IV was approved.
- In 2021, a home that was not proposed on the approved plat for Phase 1 was constructed. 99 Enclave Drive (Lot 26) was constructed far after the closeout of Phase 1, and was constructed on what was to be Nolajay Drive and a lot that featured 0.54 acres of open space. This property is not listed on any approved plats. **The applicant should have sought an alteration of the Phase 1 plat that would have gone before the Planning Commission and City Council in 2021.**
- The City rezoned the 0001 parcel to Single-Family Agricultural (AG), effectively altering the PUD, which was not a lateral change. The city is the owner of the parcel during this time.
- February 2022 - The city receives a copy of a final plat for Phase II Unit 5, but the developer (Century Complete) has not submitted an application for Final Plat Review. The Final Plat must go before City Council prior to approval by the City Engineer.

Staff Comments:

There are several notable and concerning alterations that have occurred to the Liberty Pointe Planned Unit Development (PUD) since at least September 2009 that, based on the city's zoning code (and the Unified Development Code before it), would have prompted an alteration of the PUD and Council action prior to approval of a preliminary plat for Phase II of the project. These changes are outlined below:

- In December 2014, Conner Town Branch Creek, LLC gifts Parcel 0001 to Southeastern Trust for Parks and Land, which in turn gifted the land to the city in October 2015 for the construction of a passive park. **Because the concept plan included this parcel, which included additional amenities, density, recreational space and the bulk of the project's open space, this action should have prompted an Alteration of PUD application to be filed by the owners of 0001 before any development was to commence in a second phase. At that point, the development was not in conformance with the concept plan as plans for Parcel 0003 had changed.**
- AMENITIES: The remaining amenities that were required to be constructed were removed from development. The only amenities constructed are the amenities in Phase 1 of the project. The developer indicated on the plat that the amenities of phase 1 will serve the entire community. **This change should have prompted an Application to PUD Application in April 2018.**
- DENSITY: The density permitted in the overall PUD has been dramatically increased. The density approved on the concept plan was 3.45 du/acre (gross) and 4.90 units/acre (net). Because of the removal of Parcel 0001 from the development, the PUD's area has shrank by over 159 acres, and the gross density approved has inadvertently increased to

15.39 du/acre. The gross density of Phase 1 and Phase 2 plats together as proposed to be constructed would equal 4.57 du/acre, which is higher than the amount approved by council by almost 25%. **This should have prompted an Alteration to PUD Application in April 2018.**

- OPEN SPACE: The open space component of the project has been drastically reduced since Parcel 0001 has been effectively removed from the development and the PUD. The concept plan approved a total of 48.56 acres of open space, whereas only 10.9 acres of open space is proposed -which is only 22% of the total indicated in the PUD concept plan. The 10.9 acres would still constitute 23% overall open space for the project as proposed, consistent with the 2006 proposal, however. **This change should have prompted an Alteration to PUD Application in April 2018.**
- STREET NETWORK: The street network is different than on the previously approved concept plan. The Phase 2 preliminary plat showed three roadways (Enclave Drive, Streets C and Streets D) that end abruptly, without a cul-de-sac. The applicant should have applied for a variance from the Development Standards requiring cul-de-sacs at the end of residential streets (and as indicated on the concept plan). **Because the concept plan was in effect, this should have prompted an Alteration to PUD Application in April 2018.**
- BUFFERS/SCREENING: In February 2010, a final plat was approved for Phase 1 of the project, featuring 52 houses. The plat did not show adequate buffering on the Connors Road Right of Way, as indicated on the concept plan and in Trey Robinson's letter of intent filed with the rezoning application. The 2nd phase was approved by the city without buffers around the project boundaries as indicated on the concept plan and the letter of intent from Trey Robinson. **This change should have prompted an Alteration to PUD Application in September 2009 and April 2018, respectively.**
- PHASE 1 FINAL PLAT VIOLATION: Nolajay drive and a 0.54-acre parcel housing open space was replaced by a single-family home in 2021 constructed by the Robinsons. The first phase of the project only called for 52 homes, not 53; and the street network and open space was negatively impacted. It is important to note that Century Complete is not the developer of the lot in question, and the lot was developed by First R Family, LLC (owned by Trey Robinson). The owner filed a revised plat with the City Engineer, which was subsequently approved on January 31, 2019. **This revised plat should have prompted review before the City Council as a Revised Final Plat prior to approval.**
- PHASE 2 PRELIMINARY PLAT LOT COUNT ERROR: There are 158 lots indicated to be constructed in the zoning chart on the plat, whereas there are 159 lots shown on the pictorial. The plat was approved without clarification in 2018. The PUD application
- TREE PLANTING: The tree planting schedule in the Unified Development Code has not been followed. **Concessions for trees should be discussed with the applicant and a contribution to a tree fund should be requested.**
- DRI CONDITIONS: Several conditions set forth in the 2003 DRI were applicable to the 2006 project since satisfying all conditions of DRI 430 was made a condition upon approval of the 2006 application filed by Trey Robinson. Most conditions imposed by Georgia Regional Transportation Authority (GRTA) have not been completed. The DRI

was never updated in 2006, which prompts portions of the DRI conditions to be non-applicable. **The DRI conditions must be satisfied by the developer prior to issuance of final Certificates of Occupancy (CO), and the developer should have applied to revise the DRI report to the confines of their project (including any requests for relief).**

- **Development Agreement:** Various portions of the development agreement have not been implemented, and the developer has not followed several vital sections of the legally binding agreement. The developer should be made to cooperate with, and satisfy all requirements within the agreement. Staff has identified several key sections of the agreement that has not been followed:
 - The developer was required to perform a transportation study when 60-percent (420 of 700 single-family structures) of the dwellings are in the Final Plat process. Any and all traffic improvements associated with the development that are merited, such as the installation of the necessary enhancements (i.e. traffic signal, roundabout, etc.) prior to Final Plat approval, or present the City of Villa Rica with a Letter of Credit or Performance Bond until the necessary improvements have been completed.
 - Off-site turn lanes and other improvements at Conner's Road near Nalley Road and Brady Drive have not been installed.
 - A 25' buffer around the entirety of the project, including along Conner's Road, has not materialized.
 - Bicycle racks were to be installed at each amenity area.
 - A trail system was to connect the open space areas with the amenity areas.
 - Several amenities have not been constructed, including two playgrounds, four picnic areas, two horse shoe pits, a second clubhouse and swimming pool (only one clubhouse and swimming pool has been constructed), seven sports courts (only two tennis courts have been constructed) and four open air pavilions.

The total number of lots approved in 2006 was not to exceed 707 units. Since part of the development has been sold off, and the remaining section continues to be developed, the total number of units that can be constructed on Parcel 0003 has inherently been reduced, despite how many units were approved in 2006. The unit breakdown per phase is as follows:

TOTAL LOTS APPROVED	707
Phase I*	52
Phase II**	158
Phase III	24
Phase IV	25
Phase V (Proposed)	37
TOTAL LOTS CONSTRUCTED/PROPOSED	296 (+2 to account for Phase 1 and Phase 2 discrepancies = 298)

* A Final Plat was previously approved for 52 units within Phase I in 2009, whereas a revised plat was approved in 2019 for an additional house, raising the total to 53 homes in Phase I.

** 159 Parcels are shown in the Notes section of the Plat; however, the pictorial shows 159 parcels.

Staff Solutions:

In accordance with the city's development procedures and requirements, it is without question that this development has had major changes that require rectification before the City Council. Staff recommends that the following changes in order to remedy the situation:

- An Alteration to PUD application should be submitted by the applicant in order to correct the issues presented herein with the development;
- A new concept plan should be submitted, indicating the number of 4,000 sq. ft. and 6,000 sq. ft. already developed and proposed;
- A 25% reduction in the number of lots indicated for Phases 1 and 2 is recommended to remedy the 25% increase in density in Phases 1 and 2 versus what was granted by Council in 2006, OR produce off-site open space nearby.
- In lieu of the additional amenities that were not constructed (walking trails, four open air pavilions, 5 sports courts, additional clubhouse and pool, etc.), the applicant should increase the amount of open space within the development, or produce off-site open space as remedy;
- Sidewalks were never proposed along Connors Road. Installation of this sidewalk along the entire frontage of the development and connecting to the community's sidewalk should be required by the developer to remedy this error;
- The required buffer yards adjacent to the Connors Road right-of-way should be installed at the front of the development and along all boundaries of the remaining phases of the project;
- The UDC's tree schedule has not been followed for the entirety of the development. All remaining lots should have two trees with a minimum 6" caliper in order to remedy this issue;
- There's an inherent and irreversible damage to the community that has been induced by the developers of the project by the lack of care to following the concept plan and building with integrity. The developer should make concessions by creating larger lot sizes, increased minimum living area per unit, and increased architectural design standards (as exemplified in Section 6 of the 2020 Zoning Ordinance) for all remaining phases of the development.
- All applicable sections of DRI 430 should be implemented immediately.

Addendum Items:

EXHIBIT A – 2006 Rezoning Application
EXHIBIT B – 2006 Concept Plan
EXHIBIT C – 2006 Staff Report
EXHIBIT D – 2006 City Council Meeting Minutes
EXHIBIT E – Development Plan (Revised 2/10/10)
EXHIBIT F – DRI 430 Conditions

EXHIBIT G – Phase I Final Plat
EXHIBIT H – Phase I Revised Final Plat
EXHIBIT I – Phase II Final Plat
EXHIBIT J – Phase III Final Plat
EXHIBIT K – Phase IV Final Plat
EXHIBIT L – Phase V Final Plat



Request Application

Name of Applicant: Trey Robinson Homes, Inc. Phone: 770-489-4313 Date: 8/11/06
 Address Applicant: 6716 E Church St. Fax: 770-942-1012 Pager/Cell: 604-401-2400
 City: Douglasville State: GA Zip: 30134 E-mail: trey@trh.com
 Name of Agent: Trey Robinson Phone: _____ Date: _____
 Address Agent: Same AS Above Fax: _____ Pager/Cell: _____
 City: _____ State: _____ Zip: _____ E-mail: _____

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review ☐ Rezoning ☒ Special Exception ☐ Alteration to Rezoning Conditions ☐ Variance ☐

Request From: R-14 (Present Zoning) To: PD - Planned Development (Requested Zoning)

For the Purpose of (Type of Development): Residential Single Family Detached Houses

Address of Property: 0 Conners Road (Business Address, if Applicable, Nearest Intersection, Etc.) Nearest Intersection to the property: Conners Road/Walley Road

Land Lot Number(s): 172, 173, 180 & 181 District(s): 2nd / 5th section County: Douglas

Size of Tract: 205.183 acre(s) Gross Density: 3.35 units per acre Net Density: 4.77 units per acre

Property Tax Parcel Number(s): 01800250003 + 01800250001 (Required)

Adjacent Property Owners:

North: Fairgreen Capital

East: John A. MATTOX

South: Homelife Communities

West: Fairgreen Capital

Witness Signature

Janene Walker
Janene Walker
 Printed Name of Witness

Signature of Owner(s)

Trey Paul Robinson
 Printed Name of Owner(s)

Signature of Agent

Janene Walker

Total Amount Paid: _____ Cash _____ Check # _____ Received by: _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission action: Approved ☐ Denied ☐ Date: 9/26/06 Conditions: No ☐ Yes ☒ How many: 1

City Council Decision: Approved ☐ Denied ☐ Date: 10/3/06 Conditions: No ☐ Yes ☒ How many: 1

Planning Manager's Signature: _____ Date: 10/3/06



Applicant Campaign Disclosure Form

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes ☐ No ☒

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this _____ day of _____, 2006.

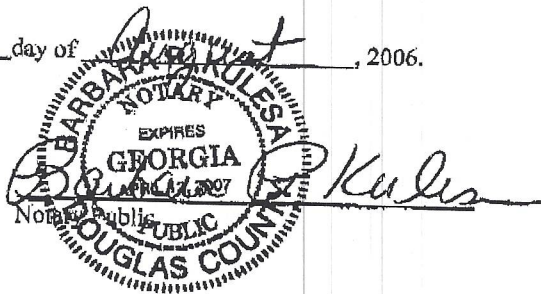
Trey Robinson
Applicant's Name - Printed

[Signature]
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 17th day of August, 2006.



1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

LETTER OF INTENT

The owner, Trey Robinson, proposes a Planned Development of 205.183 acres identified as tax parcels 0180025003 & 01800250001 and located within District 2 Land Lots 172, 173, 180 and 181, in the 5th Section, Douglas County.

As mentioned above the development would include multiple tracts totaling 205.183 acres. The development would gain access from various locations on Connors Road. A network of new roads would be built to provide interior connectivity. The development is designed so as to provide pods of homes nestled within common open space. Each pod will have its own unique character and price point. The residents of this new community will enjoy access to recreation amenities to include: walking trails, expansive park areas, playgrounds, open air pavilions, horseshoe pits, tennis, basketball and clubhouse with pool. At build out, the new community will have 680 new single family residential lots. The overall density of the proposed development will be 3.35 units per acre. The net density (total units divided by land without right-of-way, floodplain or wetlands) is 4.77 units per acre. This is within the guidelines as stated in the Future Land Use of Villa Rica for medium density development (4- 8 du/a).

The homes within the development will have a minimum square footage as required by the Unified Development Code adopted by the City of Villa Rica on August 1, 2006. The proposed development standards will be at a minimum the same standards as identified in the UDC section 5.21 – Single Family Residential Design Standards.

REZONING QUESTIONS –the questions below are required to be answered and provided with the rezoning application.

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties?

The proposed use is single family residential detached housing. The surrounding uses are primarily residential single family detached with lot sizes ranging from (1/4 acre to +4 acres). This proposed use would be in keeping with the existing and surrounding development and densities.

2. Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property?

The proposed use should increase the value of the surrounding properties. There should not be any adverse impacts to the adjacent or surrounding property owners. Along with the 23.68% common open space the development is proposed to have buffers along boundary and access road. These buffers and common open space will create a feel of a lower density development and should make it more aesthetically pleasing than simply providing a high density town home development as this tract is currently zoned for.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

Many new small lot subdivisions have recently been built within the area. It is becoming more reasonable that maintaining this land in a rural state is not feasible. The pressures to develop this land are great and should be considered. In our analysis the market seems to be lending more towards single family homes and not so much the town homes as this tract is zoned for. It makes more sense to build what the market demands rather than to develop this tract as it is currently zoned. This proposal for zoning would in fact, reduce the density at which the tract can be developed.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

TRAFFIC:

The proposed mixed use development will add approximately 6,800 new vehicle trips per day to the adjacent transportation corridors. The Villa Rica Comprehensive identifies the fact that mixed-use land planning will improve accessibility to the daily locations that people in a community need to visit. The clustering or mixing of uses in a small area enables a community's residents to have access to most of their daily needs within a short multi-purpose drive, bicycle ride, or walk from their homes. Also in June 2004 a transportation study of Carroll County conducted by Day-Wilburn and Associates at the request of the Georgia Department of Transportation, the road network was examined and modeled against projected population trends. When taking into account the existing road network plus those projects that are committed by GDOT to be built for the City, the study finds that several routes are probably going to be operating at less than desirable levels of service by the Year 2030. These routes include:

Highway 61	as it leaves the city center and travels north to Douglas County
Highway 101	from the City center north to Lake Paradise Road
Villa Rica Interchange	all exit ramps
South Carroll Road	from Highway 61 to the City center

The proposed development will not put an undue burden on these routes that have already been identified as needing improvements by 2030. Additionally, the goal of the City as identified in the Comprehensive Plan is to maintain a level of service (LOS) "C" or better along all roads within the City. The increase of traffic from this project would be in keeping with that overall goal, as this project is not expected to impact the operation of Connors Road to the point of either falling below a LOS "C".

WATER:

The proposed development will require 0.20 MGD of potable water at build out. This project lies within the Urban Growth Area for the City and we reasonable expect to tie to the existing water system in place. The city intends to offer future service inside the Urban Growth Area as stated in the Comprehensive Plan and the estimated needs for the

City are 2.29 MGD by 2008. The existing capacity currently is 2.87 MGD. Based on this analysis, there should be sufficient water supply available to supply the needs of this development
SEWER:

The City of Villa Rica operates two treatment plants. The main facility, West Water Pollution Control Plant, is located in the City's Industrial Park. This plant has a total treatment capacity of .78 MGD and a current demand of 0.38 MGD. The North Water Pollution Control Plant located near Mirror Lake has a total treatment capacity of .52 MGD and a current demand of .30 MGD.

Exhibit 65: Villa Rica Wastewater Treatment Plants

Facility	Current Demand	Capacity
West Water Pollution Control Plant	.36 MGD	.78MGD
North Water Pollution Control Plant	.30 MGD	.52MGD
TOTAL	.66 MGD	1.3 MGD

Source: Villa Rica Public Works

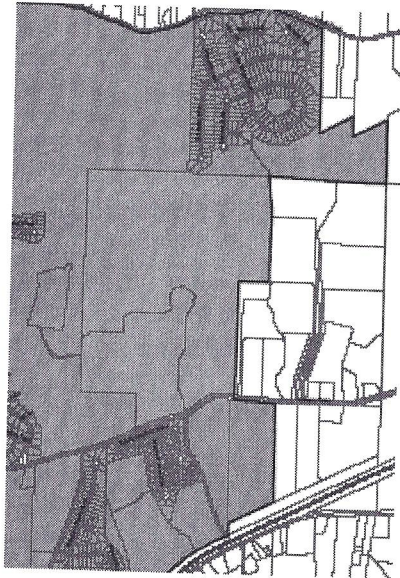
Although the table above shows that the system is currently operating at approximately half its capacity, the population of Villa Rica and demand for sewer service is growing faster than the city's plans for expansion. Coordinating growth with plant expansion to meet increased need for sewer service is one of the city's most important and urgent issues as identified in the Comprehensive Plan.

This proposed mixed use development would demand 0.18 MGD of sewer capacity at build out. Due to the need for the expansion of the City treatment facility, the development would be phased in over time (8 -10 years).

5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Land Use Plan?

Existing Zoning:

The existing zoning of the proposed development is R-14. The surrounding zonings are PUD in the city and are primarily R-A in Douglas County. Please refer to the followings map snap shots showing the City zoning of the parcels in question and surrounding parcels.



Source: Villa Rica Georgia Zoning Map online dated May 2006.

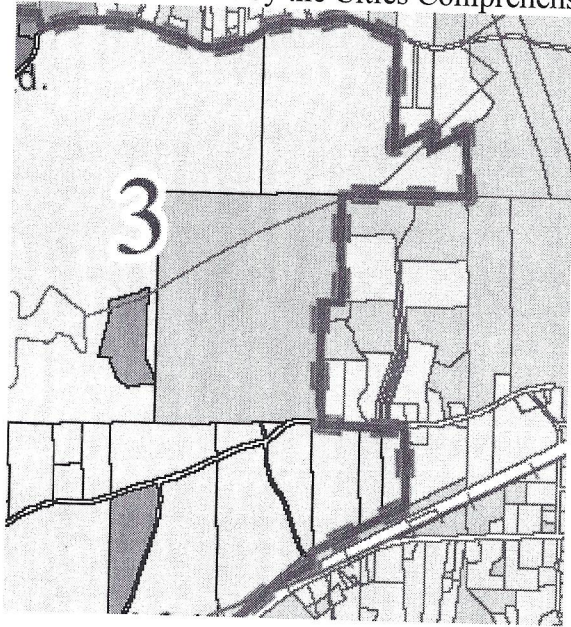
Legend

-  City Limits
-  County Line
-  Railroad
-  RD: Rural Development
-  R-20: Single-Family Residential
-  R-14: Multi-Family Residential
-  CR: Commercial-Residential
-  OI: Office-Institutional
-  GC: General Commercial
-  LI: Light Industrial
-  GI: General Industrial
-  PUD: Planned Unit Development
-  Unincorporated Area

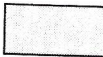
Source: Carroll County Draft Zoning Map online dated 2006.

Future Land Use:

The proposed development lies in the Urban Growth Area for the City of Villa Rica as identified by the Cities Comprehensive Plan.



Future Land Use

-  Low Density (Suburban) Residential 1 DU/Acre - 4 DU/Acre
-  Medium Density Residential 4 DU/Acre - 8 DU/Acre
-  High Density Residential Up To 10 DU/Acres

The dashed blue line above represents the Urban Growth Area and the proposed development lies within this area. As can be seen this area is expected to have medium density development up to 8 DU/Acre. The proposed subdivision would have a gross density of 3.35 DU/Acre and a net density of 4.77 DU/Acre.

6. Whether there is other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

There have been a number of planned unit developments within the past few years both within the City limits of Villa Rica and the adjoining County parcels. This is the type of development that creates continuity between many items that are of concern to the City such as: coordination of transportation corridors including pedestrian travel, the coordination of utility expansion, the location of regional park space, the ability to set aside larger more meaningful pieces of open space to better serve the needs of the community and protect the natural resources. We urge the City to approve the zoning request listed herein and to support the opportunity for quality growth in the City.



Planning & Zoning

Community Development Department

RA-14-06

Council Ward: 4

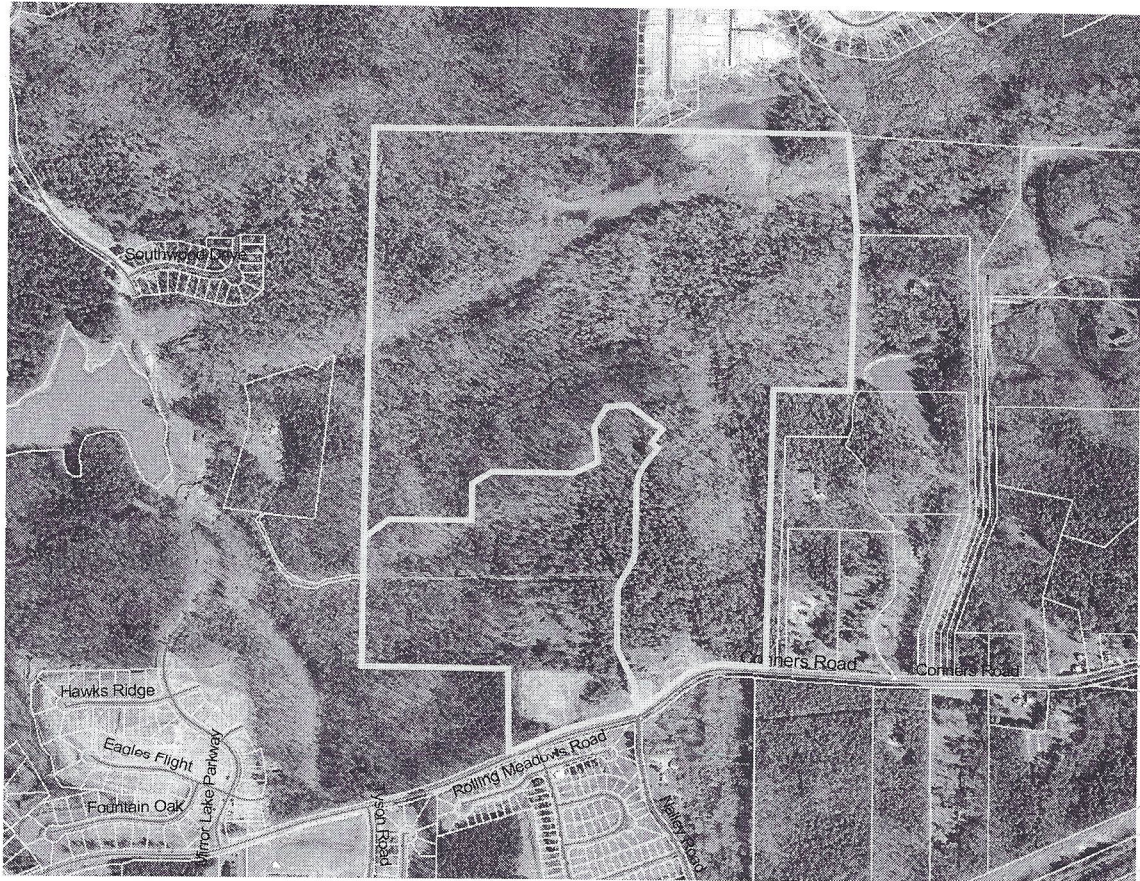
Planning Board Member: Susan George **City Council Member:** Joey Kelly

Public Hearing Dates

Planning Commission: September 26, 2006

City Council: October 3, 2006

Request: Rezoning



Applicant: Trey Robinson Homes, Inc.
6716 E. Church St.
Douglasville, GA 30134
(770) 942-1012

Parcel Number(s): 0180-025-0003 and 0180-025-0001
Acres: 205.183+/-acres
Current Land Use: Multi-Family Use
Future Land Use: Residential

Location: Intersection of Conners Road and Nalley Road in Land Lot 172, 173, 180 and 181 of the 2nd District, in Douglas County.

Project Description:

The applicant is proposing to rezone the subject property from R-14 (Multi-Family) to PD (Planned Development) for the purpose of 707 single-family residential dwellings.

Surrounding Properties:

	Current Zoning	Land Use
North	PD (Planned Development)	Single-Family Development (Mirror Lake)
East	PD (Planned Development)	Single-Family Development (Mirror Lake)
South	PD (Planned Development)	Single-Family Developments (Ashley Place & Highlands)
West	Douglas County	Single-Family Dwellings

Rezoning Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03, requires all zoning amendment applications to be reviewed based upon the impact of the proposed rezoning with respect to each of the following matters:

A. Whether the existing zoning was in error at the time of adoption.

To the best knowledge of Staff, the existing zoning was not in error at time of adoption of the zoning map, in June 1999.

B. Whether the proposed change is consistent with, and in furtherance of, the implementation of the goals and objectives of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code and other city regulations and guidelines.

The request complies with the proposed Future Land Use Map that designates the subject property for Medium-Density Residential land uses up to 4-8 dwelling units an acre (du/a). The applicant is proposing a net density of 4.9 du/a.

Relation to the Comprehensive Plan:

GOAL: Provide opportunities for quality, affordable, safe, and sanitary housing to all residents of the City of Villa Rica.

Objective H-1: Maintain quality housing and a range of housing size, cost, and density should be provided in Villa Rica, to make it possible for all who work in Villa Rica to also live in Villa Rica.

Policies:

H-1a: Eliminate substandard housing in the City of Villa Rica

H-1f: Identify and encourage new and innovative approaches to quality residential development, which expand housing opportunities and minimize public and private costs.

Objective H-2: Promote traditional neighborhood development patterns, including use of more human scale development, mixing of uses within easy walking distance of one another, and facilitating pedestrian activity.

C. Whether there is a community need for and benefit from the proposed rezoning; or

According to the population averages for Villa Rica, the request would increase the City's population by 1,887 people.

D. Whether the proposed change is consistent with the character of the area in which the proposed rezoning is proposed.

The proposed change would be consistent with the character of area along Conners Road. All the adjacent or nearby properties are developed or under development, with the exception of properties located east of the site within Douglas County. The proposed use does not seem to have adverse effects on the existing uses or usability of adjacent and nearby properties, since the proposed zoning district and use are compatible with the adjacent and nearby properties.

E. Whether the proposed zoning is compatible with the zoning and uses of property nearby.

The development is compatible with the zoning and land uses with the Mirror Lake development located along Conners Road.

F. Whether the existing zoning is suitable for the development of the uses authorized under the existing zoning classification, will be conducive to proper community planning, and is a logical extension of an existing urban area or growth center.

The existing zoning is R-14 (Multi-Family Residential), which the applicant could feasibly develop the site as apartments, condominiums, townhomes and single-family dwelling units, under the previous zoning ordinance. The subject property has a maximum density of 12 units per acre. This is the highest density allowed within the City of Villa Rica.

G. Whether the public and community facilities, which may include, but are not limited to, sanitary and storm sewers, water, electrical service, police and fire protection, schools, parks and recreation facilities, roads, libraries, and solid waste collection and disposal, are available and adequate to serve uses authorized under the proposed zoning.

The impacts of the proposed development would be felt on a variety of public facilities and infrastructures such as water, sewer, schools and roads.

As illustrated below, there would be an impact on the Douglas County school system.

School Impact

Schools	Mirror Lake Elementary	Fairplay Middle School	Douglas County High School
Estimated # of Student Generated by the Proposal	256	128	128
State Capacity	600	700	1,560
Enrollment	766	955	1,782
Under/Over State Capacity	-166	-255	-222
Meet Demand	NO	NO	NO

Source: Douglas County Board of Education and Villa Rica Planning and Zoning Department

Presently, one of the three schools is operating over the capacity designed for the facility and there are portables currently on-site. According to regional averages, at built out the development will have a population of 1,887, including 512 students. Due to the size of the student population, the developer should consider close coordination with the Douglas County School system concerning the impact of the increase in enrollment and discuss mitigation measures such as providing assistance to the school system to assist in the cost related to the increase enrollment.

The City will provide water service. The North Wastewater Plant services sanitary sewer for the area. The plant is presently operating at or near peak operations. If the proposed development came online within the year there would be no capacity available to service it. The capacity levels for the plant are in its crucial phases. Staff has evaluated the City's current sewerage availability. As of the date of this report, the North Plant has averaged of 410,000 gallons per day for a six-month average, with a high of 439,000. The plant has been permitted 520,000 gallon.

Water and Sewer Impact

Public Facilities	Wastewater(MDG)	Water (MDG)
City Capacity	.52	1.8 million gallons per day
Proposed Development	.281 million gallons per day	.323 million gallons per day
Can Facility Meet Demand	No	Yes

Source: Villa Rica Community Development Dept and DRI Study

Police services will be provided by the Villa Rica Police Department and fire protection will be provided by Douglas County Fire Station No. 2, and will have a response time less than five (5) minutes. A new fire station is being proposed by Douglas County, which would be located on Conners Road, near Mirror Lake Elementary.

H. Whether the authorized uses will not adversely affect the capacity or safety of the street network in the vicinity of the property.

The subject properties are located on Conners Road, which is classified as a minor arterial road, according to the City of Villa Rica Functional Road Map. The minor arterial street system should interconnect with and augment the urban principal arterial system and provide service to trips of moderate length at a somewhat lower level of travel mobility than principal arterials. This system also distributes travel to geographic areas smaller than those identified with the higher system.

The *minor arterial street system* includes all arterials not classified as a principal and contains facilities that place more emphasis on land access than the higher system, and offer a lower level of traffic mobility. Such facilities may carry local bus routes and provide intra-community continuity, but ideally should not penetrate identifiable neighborhoods. This system should include urban connections to rural collector roads where such connections have not been classified as urban principal arterials.

Per the Notice of Decision by Georgia Regional Transportation Authority (GRTA) there should be major improvement to the intersection of Conner and Nalley Road to include turn lanes in and out of the proposed development and turn lanes on Conner west and east into and out of the proposed development. Those recommendation are not illustrated on the plan, however, they should be made a part of the conditions of zoning.

No traffic count exists for Conner Road; however, it is fair to estimate that at built out 7,187 daily trips from this proposed development would have a impact on a roadway segment consisting of two lanes.

Traffic Generation Impact

Trip Generation								
		A.M. Peak Hour			P.M. Peak Hour			24-hour
Land Use	Size	Enter	Exit	Total	Enter	Exit	Total	Two Way
Residential	700	125	374	499	397	223	620	6,210
Total Net Trips		125	374	499	397	223	620	6,210

Source: DRI Study

I. Are there potential environmental impacts (e.g., excessive storm water runoff, water pollution, air pollution, noise pollution, excessive lighting, or other environmental harms) of authorized uses will be mitigated.

A stream flows through the northern portion of the site. There are areas of floodplain and wetland associated with the previously mentioned stream. Additionally, the southern portion of the site, adjacent to Conners Road, is located with a groundwater recharge area and the Dog River Watershed Protection Area and is within the Chattahoochee River Basin. The site is also located down stream of the Mirror Lake Dam, which will require a dam breach assessment. Any other constraints can be addressed during the development plan review stage.

Planned Development Process

The purpose of the Planned Development process is to demonstrate conformance with the Comprehensive Plan, compatibility of land use and coordination of improvements within and among individually platted parcels, sections or phases of development. A PD application includes a rezoning application tied to a detailed plan for site development and a subdivision plat if applicable. The Concept Plan phase of the PD includes the site layout and preliminary plat. The Final Plan is approved in conjunction with the rezoning, proposed development phasing and final subdivision plat.

Planned Development may be applied to residential, commercial, industrial or mixed-use projects to provide design flexibility not available through strict interpretation of the standards established in this Code. Classification as a Planned Development shall require a rezoning of the affected property in conformance with **Section 2.03.B**. Design flexibility is provided through Planned Development to enhance long-term community benefits that may be achieved through high quality development that provides:

- a. More efficient infrastructure;
- b. Reduced traffic demands;
- c. More usable public or private open space;
- d. Recreational amenities; and
- e. Needed housing choices.

The Planning Commission shall review the Concept Plan application at a public hearing and make a recommendation to the City Council for approval, denial, or conditional approval of the Concept Plan, the requested rezoning and the preliminary subdivision plat, if applicable.

The City Council shall review the Concept Plan application, proposed zoning amendment and the Planning Commission's recommendation, and approve, deny, or conditionally approve the Concept Plan and Preliminary Plat, if applicable. The City Council may require the dedication of perimeter rights-of-way as a condition of Concept Plan approval.

The Final Development Plan, together with the development schedule and Final Plat, shall act as the blueprint for development of a Planned Development project over the length of time the project is developed. The Final Development Plan and Final Plat refine the information submitted during the Concept Plan stage.

The Final Development Plan and Final Plat application and submittal shall be in substantial conformance with the Concept Plan. The Final Development Plan shall be reviewed for substantial conformance with the Concept Plan, as well as the review criteria for rezoning (**Section 2.03.B**) and major subdivision (**Section 2.03.E**). Substantial conformance means that the application does not:

- (1) Increase the proposed gross residential density or intensity of use;
- (2) Increase the proposed ratio of residential units to non-residential square footage;
- (3) Involve a reduction of the area set aside for common open space or the substantial relocation of such area;
- (4) Substantially increase the floor area proposed for non-residential use; or
- (5) Substantially increase the total ground areas covered by buildings or involve a substantial change in the height of buildings.

The City Council shall review the Final Plan, proposed zoning amendment and final plat, as applicable, within thirty (30) days following the receipt of the complete application. The Council shall approve, conditionally approve or deny the Final Development Plan, rezoning, development schedule and Final Plat within forty-five (45) days of its initial consideration. The applicant shall provide all required subdivision guarantees prior to the final reading of the ordinance creating the PD.

No changes shall be made in the approved Final Development Plan and Final Plat unless in conformance with the following requirements.

If a PD has not been completed in accordance with an approved development schedule (a lapse), the Community Development Director shall schedule the project before the Planning Commission, at which time a revocation of all prior approvals shall be considered. If the Planning Commission determines that a lapse has occurred, the Community Development Director shall record an appropriate legal notice and may initiate, without owner consent, a zoning change to the previous district.

The requirements, restrictions, conditions and provisions of the approved PD Concept Plan and Final Development Plan and Final Plat shall be binding upon the owners, their heirs and assigns and future owners until such time as the City may release such limitation on the use of the subject property under the procedures provided herein.

Design Standards for PD

Any lot in a PD zoning district where a single-family or two-family dwelling is the principal use shall comply with all of the following guidelines, in addition to the standards established in **Table 5-3**:

- a. Exterior architecture elevations including roof pitch, window and door detail and materials shall be compatible with the character of the surrounding area.
- b. Housing facades and styles should be diverse, with no facade being repeated within four (4) lots on any block face.
- c. All vents, and vent piping shall be painted to match the roofing color.

- d. All doors and windows not bordered by brick or stone material shall have minimum three (3) inch trim.
- e. The wall facing a street shall have at least three (3) openings (any combination of doors and windows) and at least one off-set that measures at least two (2) feet in depth.
- f. Front entry garages shall be set back at least five (5) feet from the front building line unless the garage face constitutes less than thirty percent (30%) the building frontage. An illustration of desirable design for front entry garages can be seen in **Figure 5-2**.

Table 5-3 Single-Family Dwelling Appearance Standards

	TYPE I
Minimum roof pitch	6/12
Minimum number of roof planes per unit	6
Minimum floor area	1,500 sq. ft.
Minimum net percentage of rock or brick, (see sec 5.21.B.2)	25%

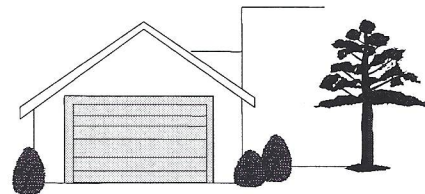
Figure 5.2 Garage Design

Desirable



Front facing porch provides friendly relationships to street

Unacceptable



Dominant front-facing garage

The minimum percentage of the total net exterior wall area, excluding gables, windows, doors, and related trim, that shall be brick or stone. The balance of net exterior wall area may include wood, masonry, stucco, cementitious siding, or other materials of like appearance approved by the Community Development Director. Vinyl siding and wood products may be used for the balance of net exterior wall area in any district except the PD district.

Staff Comments:

The applicant is requesting rezoning for the subject property from R-14 (Multi-Family) to PD (Planned Development) for the purpose of residential single-family dwellings.

The property was rezoned in 1988. Under the previous Zoning Ordinance, 1,350 multi-family units could be built with a density of 10.89 dwelling units per acre. This is the highest density allowed within the City of Villa Rica; moreover, under the multi-family zoning district the applicant could feasibly develop the site as town homes, apartments, condominiums or single family residential.

The first rezoning request for the subject property was in 2003 for 665 single family units with a commercial component, RA-11-03; however, no vote was taken at those meetings and the application

was postponed. The request was once again heard in 2004. The conceptual plan submitted in 2003 was modified in design and the total number of lots; yet that time, the applicant was proposing a mixed use development consisting of 225 fee simple town homes, 558 single-family residential units, 80 acres of open space and 10,000 square feet of commercial floor area. The request was withdrawn by the applicant.

The new applicant now proposes to develop a single development consisting of 707 single-family residential units, with 23 acres of open space.

Due to the large size of the project, creating more than four hundred (400) residential units, the project met the threshold of the Development of Regional Impact (DRI), which means the project needs to be reviewed by a regional development center.

This project is located in Douglas County, which is under the Atlanta Regional Commission (ARC). The project was reviewed by several state government entities, coordinated by the ARC, under the DRI No. 430. As a result, ARC found out that this DRI is in the best interest of the state, subject to conditions included in the attachments. A copy of the ARC decision and report is attached.

Overall, the proposed project leaves a large portion of the site undisturbed, due to its environmental sensitivity. The project provides 48 acres, or approximately 24-percent of open space.

This development proposal is down zoning of a property, which is less burdensome on the City infrastructure and generates less traffic in the neighborhood.

The City has conducted a study of the water and sewer needs and determined that additional capacity will be needed to support present and future growth of the City. The sewer limitations are what triggered the sewer condition that "no development permits be issued for the 28 acre site shown on the submitted site plan until the North Waste Water Treatment Plant is improved from its present capacity of 520,000 gallon per day to no less than 1.5 million gallons per day or the level approved by the State Water Planning District." The operates on a "first-come, first-serve" policy regarding water and sewer.

The above factors are needed to be taken into consideration for approval of this rezoning application at this time, when the City is rapidly growing.

Recommendation:

Planning Staff recommends **Approval** of the request by Trey Robinson Homes, Inc., to rezone the subject property from R-14 (Multi-Family) to PD (Planned Development) for the purpose of Residential Single-Family homes with the following condition:

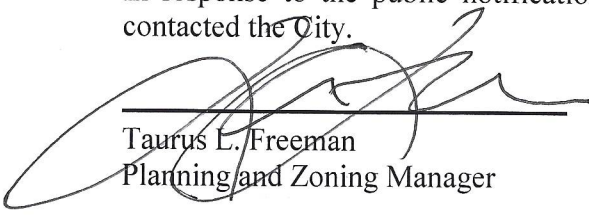
1. The request shall comply with all applicable conditions recommended according to DRI No. 430.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on **September 11, 2006**; a sign has been posted on the subject property; and all abutting property owners have received notification via certified mail.

Public Response:

In response to the public notifications, residents within the surrounding neighborhoods have not contacted the City.



Taurus L. Freeman
Planning and Zoning Manager

Attachments:

1. Application
2. Campaign Disclosure Statement
3. Letter of Intent
4. Letter of Ownership (2)
5. Warranty Deed
6. Legal Description
7. Location/Zoning Map
8. Notice of Decision – GRTA
9. Certificate of Completion
10. Technical Analysis Transmittal
11. Development of Regional Impact
12. Conceptual Site Plan

The Council of the City of Villa Rica met in a regular scheduled meeting on Tuesday, October 3, 2006 in the Council Chambers at 101 Main Street, Holt-Bishop Justice Center, Municipal Courtroom. Those present were Mayor J Collins; Councilmembers Perry Amidon, Verland Best, Danny Carter, Woody Holland and Joey Kelley; City Manager Danny Mabry; City Clerk Reedell Saxon and City Attorney David Mecklin. Approximately 30 people were in attendance.

Collins called the meeting to order at 7:00 p.m. The invocation was given by Carter. All recited the pledge of allegiance.

Collins welcomed Danny Mabry as the new City Manager. Collins also noted the passing of the mother of Housing Authority Executive Director Dick Chambers and asked for remembrance of that family.

The minutes from the September 5, 2006 were approved as presented.

Mabry presented a proclamation naming Sunday, November 5, 2006 as Retired Educators' Day, coinciding with the State observation of that day. Carter moved to approve the proclamation, seconded by Holland. Motion carried 5/0. Those in attendance applauded the retired educators who were present.

Under Old Business: Taurus Freeman, Planning and Zoning Manager, presented RV-01-06, a request by the City to revert approximately 3.5 acres on the southeast side of Berry Drive at Daniel Road from General Commercial (GC) and Office/Institutional (OI) back to the original zoning of Rural Development (RD) due to a previous lack of action on the 2004 rezoning. This was tabled from July in order to allow the developer to begin action. Freeman said the developer has made considerable progress since then and had supplied photos of this progress. Holland moved to deny the request for reversion on the property, seconded by Kelley. Motion carried 5/0.

Community Development Director Eric Lacefield reported on the progress of the City Complex. The City has sent letters to both Southern Tech and Georgia Tech Schools of Architectural Engineering to see what assistance they could provide in designing or renovating the City Complex. Preliminary conversations have indicated that these schools already chose projects for the year and it would be the following semester before this project could be considered. The City has invited both institutions to meet with City Staff in order to obtain background information on the City Complex project so that it may be considered for upcoming projects. Lacefield also presented recommendations from the City Complex Committee for renaming Temple Street. Council discussed the submitted names from the Committee and from DDA. Carter recommended using Prospector's Plaza. After further discussion, Kelley moved to postpone the renaming until Council has seen an architectural plan, seconded by Holland. Motion carried 5/0.

Freeman asked Council to table, until next month, the next three agenda items: ORD-01-06, ORD-02-06 and ZM-01-06, which were previously tabled from September. Staff will host a meeting on October 19, 2006 at 6:00 p.m. in the Municipal Courtroom to answer questions and address any concerns of downtown property owners affected by these items. Holland moved to postpone these three items until November, seconded by Kelley. Motion carried 5/0. Collins asked the media to report on the upcoming meeting.

City Accountant Larry Wood presented the second reading of the Second Quarter Budget Amendment. Wood said no changes have occurred since the first reading. After Council discussion Collins opened the floor for public comment. There being none, the floor was closed. Carter moved to adopt the revision, seconded by Holland. Motion carried 5/0.

Carter motioned to table the resolution on sewer tap fees collection until November due to progress with the Douglas County negotiations, seconded by Kelley. Motion carried 5/0.

Under New Business: Mabry yielded the floor to Police Chief Michael Mansour to present the October 2006 "Employee of the Month", Sgt 1st Class Scott Parker. Parker recently initiated a program called Safe Kids Child ID Program. These child photo identification cards, issued by the police department, have the appropriate information to give parents a tool they can pass on to public safety personnel if the child becomes lost or otherwise missing. Parker was present to accept the plaque and \$50.00 check.

Collins presented a Resolution to recognize the coaches and players of the 1986 Villa Rica football team on the twentieth anniversary of their State AAA Championship. Councilmember Verland Best was a member of that championship coaching staff. Carter moved to adopt, seconded by Amidon. Motion carried 5/0.

Fredrick Thomas of Garrett, Stephens, Thomas and Fazio, the City's auditors for Fiscal Year 2005-2006, presented the auditor's report for that fiscal year. Thomas said the City had \$10.6 million dollars on hand, which is a \$1.5 million increase from the previous year. Total revenues were \$13.6 million, an increase of \$2.1 million from FY04-05. Expenditures totaled \$11.5 million and that was \$1.1 million more than the prior year. Overall, expenditures were slightly more than was budgeted to spend. Thomas said the Auditor's Opinion is an "unqualified opinion" which is the best rating. The only reportable condition came from a few instances of departmental expenditures exceeding their budgeted appropriation. Thomas commended Larry Wood for putting the Financial Statement together. He also told Council that the City should keep doing what it is doing.

Freeman presented RA-13-06, a request to rezone approximately 36.82 acres on Rockmart Road at Industrial Blvd from General Industrial (GI) to GC for the purpose of constructing a retail shopping center. Freeman said Staff and the Planning & Zoning Commission (P&Z) recommended approval with the following condition: 1) The Developer shall coordinate with City Staff and GDOT regarding construction and traffic improvements of the proposed bypass and intersection. Representatives of the applicant, Metro Real Estate of Roswell, Georgia, were present to answer questions. Tom Parmer, of Price, Pyles, Dangle, Parmer & Rooks, addressed Council and provided an updated concept plan and documentation. Parmer said "the Metro Group" plans to have the development anchored by a major grocery store chain not yet definitely determined. Freeman informed Council that under the new Unified Development Code, this project, because of the size, will have to go back before P&Z for site plan approval once that is completed. Collins opened the floor for public comments. There being none, the floor was closed. Holland said his only concern is the successful "dovetailing" of this project with traffic improvement. Carter said he had been told by the developer that they would work with the Georgia DOT. Mecklin pointed out the condition recommended by the Staff and P&Z. Holland said he wanted something more stringent. Lacefield reported on the City's and developer's ongoing coordination with DOT. Applicant's manager, Mark Gottlieb, 500 Doris Road, Alpharetta, addressed Council on the coordination with the DOT. Gottlieb said no prospective tenant would even consider signing a lease without the proper traffic infrastructure in place. He said he is happy to commit to working with the City and DOT to coordinate these traffic issues. After further discussion, Best moved to approve the

concept with the stipulation of the condition as presented, seconded by Kelley. Motion carried 5/0.

Freeman presented RA-14-06, a request to rezone approximately 205.1 acres at Conner Road and Nalley Road from R-14 (Multi-family Residential) to PD (Planned Development) for the purpose of developing a single-family residential subdivision. Freeman said Staff and P&Z recommended approval with the following condition: 1) The request shall comply with all conditions recommended according to DRI No. 430. Freeman also said that this was the first of two hearings before final approval under the UDC. If Council approves the rezoning and conceptual plan, a final development plan would still have to be submitted to and approved by P&Z before the developer could proceed. However, the density or number of lots approved by Council could not be changed on the final plat. Freeman said this was a DRI (Development Regional Impact) and has been reviewed by the Atlanta Regional Commission. Kelley asked about the number of apartment units which could be built under the current zoning of R-14. Freeman said it would be approximately 1400 units. Kelley asked how many lots are being sought through the Planned Development. Freeman said seven hundred and seven (707). Dana McCauley, Crawford & Associates, 105 Corporate Drive, Carrollton, addressed Council as a representative of the developer Trey Robinson. McCauley said the developer is reducing the number of units by nearly half and plan to preserve common open space as much as possible. There are plans for a sports court, open air pavilions, walking trails and two clubhouse/pool locations. This development would average 4.9 units per acre and would be phased in over eight to ten years. Trey Robinson, 5458 W. Chapel Hill Road, Douglasville, addressed Council on the plans for the detached residential units. He said the homes would initially range in price from the \$150,000's to \$250,000's. Collins opened the floor for public comment. There being none, the floor was closed. After a brief discussion, Kelley moved to approve the rezoning with the stipulation as recommended by P&Z, seconded by Carter. Motion carried 5/0.

Lacefield presented the renewal contracts for the Carroll County Sheriff's Department's Work Details. The new contract is for \$45,000 annually for each of the three crews the City Uses, up from the previous \$42,500. The contracts are run along the County's fiscal year of July 1, 2006 to June 30, 2007. Council discussed the contracts' statement of providing six to nine inmates per crew per day. Best said there are times when fewer than six inmates have been available. Council asked Parks and Recreation Director Jeff Reese about the number of inmates in his two crews. Reese said the range is usually between six and nine but the average is closer to six. He said there have been only a few days when there were fewer than six. After a brief discussion, Holland moved to authorize the City Manager to enter into the contracts with the Sheriff's Department, seconded by Kelley. Motion carried 5/0.

Lacefield presented DOT contract PRC10-S009-00(533) for the South Wilson Street [widening] project. Carter pointed out that DOT will be covering 60% of the cost. The remaining 40% will be from SPLOST. After a brief discussion, Carter moved to authorize the City to enter into the contract, seconded by Holland. Motion carried 5/0.

Police Chief Michael Mansour gave Council an update on the 800MHz radio transmission system. Mansour said Carroll County Sheriff's Department and E911 Dispatch will be going to this system eventually and the City will either have to participate and purchase approximately \$115,000 in equipment or else go back to dispatching their own calls, which he does not recommend. Mansour introduced Carroll County Commission Chairman Robert Barr who presented the Council with more information on the joint endeavor

between Carroll, Haralson and Heard Counties and the City of Douglasville which have formed WARRS, West Atlanta Regional Radio System, a legislated authority. WARRS received a \$400,000 grant from the Georgia Emergency Management Agency's Region 6. The long range plan is for the entire State to be connected through the 800MHz system. Heard and Haralson Counties have passed SPLOST for this project. Currently, Carroll County is approximately half a million dollars short of having the necessary funding but plans to have it allocated over the next two years. Chairman Barr did not yet know the City's share of the initial and reoccurring costs but indicated that there is plenty of time to provide that later and no decision need be made as of yet.

Lacefield presented Council with information concerning citizen complaints against some of the cable television service and the existing franchise agreements between the City and the two cable companies in Villa Rica. He also pointed out the City's authority to allow overlapping franchises. In answer to Council's question, Mecklin explained why it is typical to have one franchise per specific area. After some discussion, Council asked Mecklin to look further into the City's options and also asked Staff to document these complaints and to notify an offending cable provider when complaints are logged. This will substantiate the City's position if it is necessary to take adverse action.

Best told Council that he has been approached on available State grant money for cultural arts programs which would require matching funds. Best said it was suggested to him that a community choir would be a good recipient for this grant. Collins said he would appoint a Cultural Arts Committee over the next few weeks to look into such projects. Mecklin suggested this Committee be through the Parks and Recreation Department. Reese said the City does have a Cultural Arts program "of sorts" with the Powell Park Players but he would work with whatever decision Council directs to him.

Best presented the possibility of allowing retail establishments to purchase space on the City's kiosks. Council discussed potential options on this and instructed Mabry and Lacefield to look into alternatives for retail establishments.

Lacefield presented five items for Payments over \$5,000:

1. La Farge Building Materials – \$23,330.00 for 280 yards of concrete for the Stockmar Park. Four quotes were sought but only three responded. La Farge was the least expensive of the quotes obtained. This item was budgeted and funds are available. Carter moved to accept, seconded by Holland. Motion carried 5/0.
2. Sims & Associates – \$12,000.00 for engineering of the VRCCSC entrance from Hwy 61 at Bay Springs. This item was budgeted and funds are available. Holland moved to approve the expenditure, seconded by Kelley. Motion carried 5/0.
3. Rindt-McDuff – \$24,925.00 the low bid on an RFP for the Design and Engineering on installation of a 10" water main and booster station at the VRCCSC. This was budgeted and funds are available. Carter moved to accept, seconded by Amidon. Motion carried 5/0.
4. SSI – \$145,397.00 – Chief Mansour presented a list of various hardware and software equipment which, after purchased by the Department, would be reimbursed by a grant in that amount from GEMA's Homeland Security Grant Local Agency Assistance Committee. Mansour introduced SSI owners Cary Reno and Roy Andrews who gave Council a short presentation on the equipment the Police Department wishes to purchase. Mansour pointed out that the total package of what is need would total over \$151,000 and what the grant did not cover would be paid from the Federal Seizure Account. After a brief discussion, Carter moved to approve the purchase of equipment

up to \$151,346.25 with \$145,397 to be reimbursed by the grant and the remainder coming from the Federal Seizure Account, seconded by Holland. Motion carried 5/0.

5. C W Matthews Contracting Co, Inc – \$10935.40 for 214 tons of asphalt at approximately \$51.10 per ton for the Mirror Lake Cart Path. The Street Department will be putting down the asphalt. This is a budgeted item with funds available. Kelley moved to approve the purchase of asphalt through C W Matthews, seconded by Amidon. Motion carried 5/0.

Collins opened the floor for public comment. There being none, the floor was closed.

Kelley moved to adjourn to Executive Session for the purpose of discussing real estate acquisition and pending legal matters, seconded by Carter. Motion carried 5/0. Council adjourned at 9:15 p.m.

Best moved to return to regular session, seconded by Holland. Motion carried 5/0. Returned to regular session at 9:40 p.m.

Collins announced that no action was taken.

With no further business, Amidon moved to adjourn, seconded by Kelley. Motion carried 5/0. Council adjourned at 9:40 p.m.

J Allen Collins - Mayor

ATTEST:

Danny Mabry – City Manager

DEVELOPMENT PLAN LIBERTY POINTE

March 29, 2007

JOB # 06-01-04

REVISED September 9, 2009

REVISED November 2, 2009

REVISED February 10, 2010

PREPARED BY:

Crawford & Associates

CHF, Inc.

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PREPARED FOR:

PROPOSED RESIDENTIAL
PLANNED UNIT DEVELOPMENT
LOCATED ON CONNERS ROAD
CITY OF VILLA RICA

LOCATED IN:

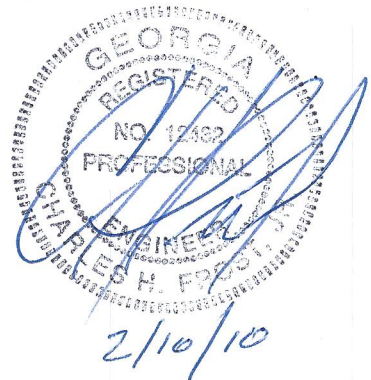
LAND LOTS 172, 173, 180 & 181
DISTRICT 2
SECTION 5

Owner/Developer:

Family First, LLC

P.O. Box 2223

Douglasville, GA 30133



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1. INTRODUCTION

OVERVIEW

This letter of Intent and accompanying materials are offered in support an application for Rezoning and Planned Development Master Plan approval of 205.183 acres of land. This property was reviewed previously by the Atlanta Regional Commission and received a finding of "In the Region's and therefore the State's best interest". The application was reviewed by the City staff and Planning Commission and received favorable recommendations. The Preliminary Concept plan was subsequently reviewed in a public hearing, zoning case number RA-14-06, on September 26, 2006 by the City of Villa Rica, Mayor and City Council. The Council unanimously approved the preliminary concept plan with the recommended condition of the Planning and Zoning Board, to adhere to all applicable conditions recommended according to DRI No. 430. These conditions have been included in the submittal of the Master Plan. This document is submitted as both a Letter of Intent and a written Development Plan for the subject property.

2. GENERAL DESCRIPTION OF DEVELOPMENT

MASTER PLAN SUMMARY

The Master Plan describes a planned residential community. The tract consist of 205.183 acres identified as tax parcels 0180025003 & 01800250001 and located within District 2, Land Lots 172, 173, 180 and 181, in the 5th Section of Douglas County, City of Villa Rica.

The development would gain access from two points along Connors Road and a network of new roads would be built to provide interior connectivity. The development is designed so as to provide pods of homes nestled within common open space. Each pod will have it owns unique character and price point. The residents of this new community will enjoy access to recreation amenities including: walking trails throughout the common open space, park areas, playgrounds, open air pavilions, horseshoe pits, tennis courts, basketball courts and 2 clubhouses with pools. At build out, the new community will have 700 new single family residential lots, including 29,000 linear feet of new streets, with an overall density of 3.41 units per acre. The net density (total units divided by land without right-of-way, floodplain or wetlands) is 5.19 units per acre. Not only is this use consistent with the adjacent community of Mirror Lake, it is also within the guidelines as stated in the Future Land Use of Villa Rica for medium density development which allows 4 - 8 dwelling units per acre.

QUALITY GROWTH FEATURES

- Significant Amenities and Open Space – These include a trail system that will traverse the entire 205.183 acres as future phases develop. The focus is on pedestrian connectivity therefore the trail system will link to each amenity area

and to the public right of way and sidewalk system. As part of the open space there will be a 25' buffer along the entire boundary. The intention is to leave this area as natural as possible to provide a natural transition between this development and the existing adjacent community and single family homes. Where grading has to occur in this area, due to storm water management, the trees will be replanted as per Article 6 of the Unified Development Code (UDC).

- Environment and Neighborhood Sensitivity – This development will be compatible with onsite environmental features and those of adjacent developments. As part of the planning process, all streams, wetlands and other sensitive areas are field located and incorporated into the overall Master Plan. The idea is to preserve these areas in their natural untouched state to the maximum extent.
- The developer has agreed to enter into a binding development agreement with the City of Villa Rica to ensure compliance with all development requirements.

3. LEGAL DESCRIPTION

Please see Attachment “A” – Legal Description

4. PROPOSED STANDARDS FOR DEVELOPMENT

Please see lot typicals on the PD Master Plan – Attachment “B”

ARCHITECTURE:

All homes within the development will adhere to the minimum architectural standards as defined in Section 5.21 of the UDC. The developer will initially select from a variety of durable, high quality materials, surfaces, colors, and treatments to create a varied and unique architectural standard for the community. The review powers will be then turned over to the Home Owners Association (HOA) for continued enforcement of the standards. As stated in the public hearing, vinyl will only be used where its durability make sense, such as soffits, windows, shutters, etc..

LOT SIZE:

There will be two lot sizes offered within this community. The sizes are separated into two categories; 4,000 square feet and 6,000 square feet (see the PD Master Plan). Each size will be offered within a pod of similar sized lots so as to provide a community within a community feel. All lots will have the same front, side and rear setbacks, and all lots will back up to a common open space buffer or will have a tree save easement on the back of the lot to provide screening and privacy between adjacent lots.

5. PROPOSED CONSERVATION OF LAND FOR PUBLIC USE

A total of 61.49 acres (29.99 %) of the land will be set aside as common open space and park space. This includes a large area (31.41 acres) immediately downstream of Mirror

Lake (Lake Val de Mar) dam which is mapped as 100-year floodplain by the Federal Emergency Management Agency (FEMA). This area is proposed to be preserved in its natural untouched state and will be protected for natural conservation by an easement as follows:

- (1) The easement shall specifically and clearly identify the boundaries of the property subject to the easement through reference to the easement area shown on the final subdivision plat;
- (2) The easement shall contain restrictions as to what the owner may do with the property and specifically delineate what may not be done with the property. Limitations shall be consistent with the type of area protected to such areas, and may include but shall not be confined to prohibitions against subdivision, earthmoving, dumping, signs, utility lines, construction, changes to existing structures, and uses made of the property;

The only improvements in this area will be for pedestrian use and shall include walking paths, picnic areas, nature overlooks, and other educational support structures so this area can serve as a community nature preserve and educational park space.

6. PUBLIC SAFETY

Fire protection will be provided by the Douglas County Fire Department. No additional stations would be required as a result of this development.

7. PLANS FOR PROVISION OF UTILITIES

Water, Sanitary Sewer, and Stormwater facilities will be provided by the City of Villa Rica. These facilities will be designed, sized, permitted conveyed to the City of Villa Rica in conjunction with approval of development permits and the final plat of each phase. Other utilities such as electricity, telephone, cable and natural gas will be provided by independent service providers. The development will have common trenched utilities where possible.

8. WATER AND SEWER AVAILABILITY

At the time of rezoning it was determined by the City of Villa Rica that this site has both water and sewer available to it by connecting to the existing facilities at Mirror Lake Parkway. These facilities will be extended through and from the City of Villa Rica waste water plant property rather than connecting to existing facilities along Conner's Road.

9. PLANS FOR PROTECTION OF ABUTTING PROPERTIES

A 25' perimeter buffer will be provided between existing residential properties and this new development. The buffer will be in the form of common open space and will connect to other common open space within the community. A walking trail will be incorporated into these buffer areas where the terrain permits. The buffer will be left

natural to the extent possible but may also be enhanced with additional trees, shrubs, and other vegetative material to provide for adequate screening. Protection of the buffer area will be governed by the Covenants, Conditions, and Restrictions (CCR).

10. PLANS FOR MAINTENANCE OF COMMON OPEN AREAS

A Home Owners Association (HOA) is to be formed by Robinson Homes. The HOA will maintain the common open space areas within the new development. In addition the HOA may enter into agreement with a public or private entity for the maintenance of landscape improvements within public rights-of-way within the vicinity of the community.

11. LAND USE TABLE

Please see Attachment "B" – PD Master Plan

RESIDENTIAL – Residential uses include 700 single family detached units of two minimum lot sizes (4,000 sq. ft. and 6,000 sq. ft.) as depicted on the accompanying PD Master Plan submitted for approval. Through creative site planning, a significant majority of these lots will adjoin common open space. Overall gross density of 3.41 units per acre is proposed. Residential development standards will meet or exceed those established by the City of Villa Rica Unified Development Code. A variety of builders will likely be utilized by the applicant.

GREENSPACE AND PASSIVE RECREATION - A key component of this community is the significant amount of open space available for the resident's use. A trail system will be included to link each amenity area with other open space and amenity areas, and to the public right of way where the trail will connect to the extensive sidewalks within the community. Trail design, surface materials, and hardscape features will vary as a function of the intended purpose and location and anticipated usage of the various trails. Other amenities include 2 playgrounds, 4 picnic areas, 2 horse shoe pits, and 4 open air pavilions. The passive recreation provided is 2 times the national standard for playgrounds and horse shoe pits, and 4 times the national standard for picnic areas and picnic shelters.

ACTIVE RECREATION – Two of these sites will contain club house facilities with Jr. Olympic size swimming pools. The total development will include various sports courts (ie tennis and basketball) totaling 7 for all phases. The two club facility sites will have no more than the minimum amount of off street parking as required by the UDC. The other active recreation sites will have horse shoe pits, playgrounds, and open fields. The active recreation provided is 2 times the national standard for pools and club facilities and 4 times the national standard for sports courts.

FLOODPLAIN – The site contains 31.41 acres of floodplain immediately downstream of Mirror Lake (Lake Val de Mar) dam which is mapped as 100-year floodplain by the Federal Emergency Management Agency (FEMA).

RIGHT OF WAY - The development will include 29,000 linear feet of new streets which amounts to a total of 16 acres of right of way.

12. PHASING PLAN

PHASING/TIMING

The following sequence of improvements is offered to provide the general sense of the phasing and/or timing of the planned improvements for the proposed community.

FALL 2006:

Entitlements Process – Zoning approval of Preliminary Concept Plan

FALL 2006 – WINTER 2007

Design of Phase 1 Construction Plans and Master Plan

2007- 2009 – PHASE 1 CONSTRUCTION

Utility Extension
New Roads
Final Plat and Dedication of Public Improvements
Sales and Information Center
Home sales

2009- 2011 – PHASE 1A CONSTRUCTION

Utility Extension
New Roads
Final Plat and Dedication of Public Improvements
Sales and Information Center
Home sales

2011- 2013 – PHASE 2 CONSTRUCTION

Utility Extension
New Roads
Final Plat and Dedication of Public Improvements
Sales and Information Center
Home sales

2015- 2017 – PHASE 3 CONSTRUCTION

Utility Extension
New Roads
Final Plat and Dedication of Public Improvements
Sales and Information Center
Home sales

2019- 2021 – PHASE 4 CONSTRUCTION

Utility Extension
New Roads
Final Plat and Dedication of Public Improvements
Sales and Information Center
Home sales

13. TRAFFIC

Access is to an existing county maintained road, Conner's Road. The proposed development will add approximately 7,000 new vehicle trips per day to the adjacent transportation corridor. The applicant has agreed to improve the entrance to this development and add turn lanes on Conner's Road as listed in the GRTA Notice of Decision dated October 20, 2003, please see Attachment "C". As for internal roads, they will be designed to meet the City of Villa Rica standards. They will not encourage speeding or cut through traffic. Area will be reserved for future road connections as indicated in the attached Notice of Decision.

14. PEDESTRIAN TRAFFIC ACCESS AND CIRCULATION

5' wide Sidewalks are proposed on both sides of each new street within the development to be located 2' from the back of curb to allow for a safe corridor for pedestrians. In addition to the sidewalks, a trail system is planned to link internal neighborhoods through common open space areas to the amenity areas. As noted in the GRTA Notice of Decision, bicycle racks will be placed at both amenity areas.

15. ON-STREET/OFF-STREET PARKING

On-street parking is not proposed within this development. All homes will have at least 2 parking spaces by combination of a garage and driveway space. The proposed amenities areas will have adequate parking space as per the Unified Development Code for the City of Villa Rica.

16. CERTIFICATION OF THE APPLICANT

Robinson Homes certifies it has retained Crawford and Associates throughout the planning process and in the development of this application.

17. ENVIRONMENTAL IMPACT REPORT

- **LAND USES** - Current land use is low to medium density residential along the eastern boundary, and medium to high density planned residential development along north and western boundary. The adjacent planned community is of similar density and character as this proposed development. The proposed development as a master planned community is designed to be protective of the environment and to foster cohesive and well-planned development in the area.
- **IMPACTS ON ADJACENT USES** – the proposed development is substantially self contained and has limited potential to adversely affect adjacent land uses. The impact on adjoining or nearby properties will be positive, due to the utility and economic benefit provided by the proposed infrastructure development.

- **PUBLIC WATER & SEWER FACILITIES** – Potable water service for this proposed development will be provided by the City of Villa Rica. The system improvements needed to support this development will be design in accordance with City standards. Waste water collection within the community will be handled with a gravity collection system and regional pump station and force main where necessary to convey the waster water to the City of Villa Rica water treatment facility immediately north of this site. An access road to this treatment facility will be maintained within the 1st of this development and will remain in effect until such time that the access can be abandoned by the City of Villa Rica.
- **VEHICULAR ACCESS** – The new development will have access from two locations on along Conner's Road. Also as future phases develop access will be provided to adjacent tracts to preserve the ability to provide proper vehicular circulation.
- **TRAFFIC ANALYSIS** – This development plan material conforms to the Concept Plan that was previously submitted by Conner's Road LLC, which was reviewed as a Development of Regional Impact (DRI) by the Georgia Regional Transportation Authority (GRTA). A detailed traffic impact and area of influence study was performed in conjunction with this DRI review. As a result of this review, a list of deficiencies was issued to the local government for needed improvements prior to such area development proceeding. Many of these listed improvements have been completed and are in use today. The applicant has agreed to undertake all items listed as project-related improvements. This includes left and right turn lanes on Conner's Road and improved entrance at Nalley Road include both thru lanes and left and right turn lanes.
- **STORM DRANIAGE FACILITIES** - A variety of best management practices will be used to detain, treat and prevent sediment from entering the streams onsite or adjacent to this site. The overall size of the site and its topographic constraints will require the use of several smaller detention ponds. Live stream detention or large regional ponds are not proposed. Erosion control and storm water practices will be consistent with Georgia and City of Villa Rica regulations and standards.
- **SCHOOL ENROLLMENT** - Children from this development will attend the Mirror Lake Elementary School and the Douglas County Middle and High School. The applicant has agreed to meet with school officials to assist in the planning for new schools.
- **ENVIRONMENTAL CONCERNS** – the site currently provides habitat for non-threatened and non-endangered species including but not limited to white tail deer, small mammals such as raccoons and rodents, and a variety of bird species. There are no known nesting bald eagle sites on the property or within the immediate vicinity. Significant habitat will be maintained near streams and within the floodplain through the use of the open space approach to design. The

current Master Plan is a significant improvement over the previously vested zoning approval of a high density town home development.

- **AREA APPERANCE AND AESTHETICS** – The City of Villa Rica has already seen a mixture of housing stock and widely varying quality among single family residential communities. This planned development offers many positives for the City. There will be well established landscape, hardscape, and architectural standards within this community to substantially improve the character of the adjacent community areas.

18. CONDITIONS

The developer/owner shall perform a transportation study when 60-percent (420 of 700 single-family structures) of the dwellings are in the Final Plat process; and if the traffic improvements associated with the development are merited, the developer/owner shall install the necessary enhancements (i.e. traffic signal, roundabout, etc.) prior to Final Plat approval, or present the City of Villa Rica with a Letter of Credit or Performance Bond until the necessary improvements have been completed.

APPENDIX A
LEGAL DESCRIPTION

N/F
MICHAEL W. STRICKLAND
ZONED: R-A

d lying and being in Land Lots 172, 173, 180
th Section, Douglas County, Georgia, and
ed as follows:

N/F
FAIRGREEN CAPITAL, L.P.
ZONED: PUD

N/F
FAIRGREEN CAPITAL, L.P.
ZONED: PUD
N00°32'42"E

N/F
FAIRGREEN CAPITAL, L.P.
ZONED: PUD

N/F
FAIRGREEN CAPITAL, L.P.
ZONED: PUD

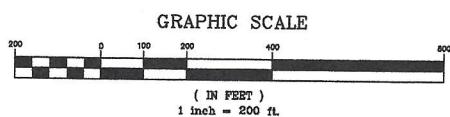
N89°23'45"W
853.55'

FAIRGREEN CAPITAL
ZONED: PUD

rner of Land Lot 181, thence running South
 line of Land Lot 181 for a distance of
 und, thence running South 01°29'30" West for
 an iron pin found, thence running South
 of 970.60 feet to a rock corner, thence
 for a distance of 446.25 feet to a rock
 01°05'34" West for a distance of 1758.02 feet
 north right-of-way of Conners Road, thence
 along the north right-of-way of Conners
 feet to a point, thence continuing along the
 ad and running curvilinearly along a curve
 and a chord running South 73°26'17" West for
 a point, thence continuing along the north
 d running South 53°16'57" West for a distance
 e continuing along the north right-of-way of
 eally along a curve having an arc of 136.95
 th 50°58'29" West for a distance of 136.92
 uing along the north right-of-way of said
 00" West for a distance of 27.21 feet to a
 the north right-of-way of said road and
 curve having an arc of 147.76 feet and a
 West for a distance of 147.67 feet to a
 the north right-of-way of said road and
 curve having an arc of 46.50 feet and a chord
 for a distance of 46.36 feet to a point,
 orth right-of-way of said road and running
 ing an arc of 19.94 feet and a chord running
 stance of 19.92 feet to a point, thence
 ht-of-way of said road and running South
 of 33.66 feet to a point, thence continuing
 of said road and running curvilinearly along a
 feet and a chord running South 73°03'50"
 feet to a point, thence continuing along said
 56" West for a distance of 142.34 feet to a
 said road and running curvilinearly along a
 feet and a chord running South 73°36'06"
 feet to a point, thence continuing along said
 along a curve having an arc of 37.75 feet
 05°01" West for a distance of 37.75 feet to
 ng the north right-of-way of said road and
 curve having an arc of 232.21 feet and a
 West for a distance of 232.00 feet to a
 the north right-of-way of said road and
 for a distance of 87.20 feet to a point,
 orth right-of-way of said road and running
 ing an arc of 140.82 feet and a chord
 for a distance of 140.82 feet to an iron pin
 right-of-way of Conners Road and running
 stance of 511.77 feet to an iron pin found,
 " West for a distance of 853.55 feet to an
 North 00°32'42" East for a distance of
 ound on the north line of Land Lot 180,
 " East for a distance of 1530.14 feet to the
 181 and the Point of Beginning.

res according to a survey prepared by V. T. lat for "Conners Road, LLC" and dated

ION TAKEN FROM A PLAT
D GA.R.L.S.# 2554
DATED DEC. 18, 2003.



	GAS VALVE
	TREE
	CHAIN LINK FENCE
-- 101 --	EXISTING GRADE
-- 101 --	PROPOSED GRADE
===	EXISTING CURB & GUTTER
===	PROPOSED CURB & GUTTER
x 1010	EXISTING SPOT ELEVATIONS
o 1010	PROPOSED SPOT ELEVATIONS

WARNING - UTILITIES LOCATIONS ARE APPROXIMATE. BEWARE OF HIDDEN UTILITIES NOT SHOWN. CONTACT APPROPRIATE UTILITY COMPANIES PRIOR TO EXCAVATION.

NOTICE: IT IS THE PROPERTY OWNERS' / CONTRACTORS' RESPONSIBILITY TO DEAL WITH ALL ENVIRONMENTAL IMPACT ISSUES, AND TO OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE GOVERNING AUTHORITY.



Crawford & Associates
C.H.F. INC.

ENGINEERING, LAND SURVEYING & LAND PLANNING

105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-4694
FAX (770) 834-1005

ZONING PLAT FOR:

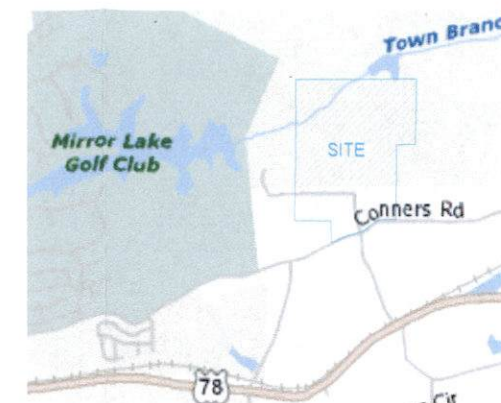
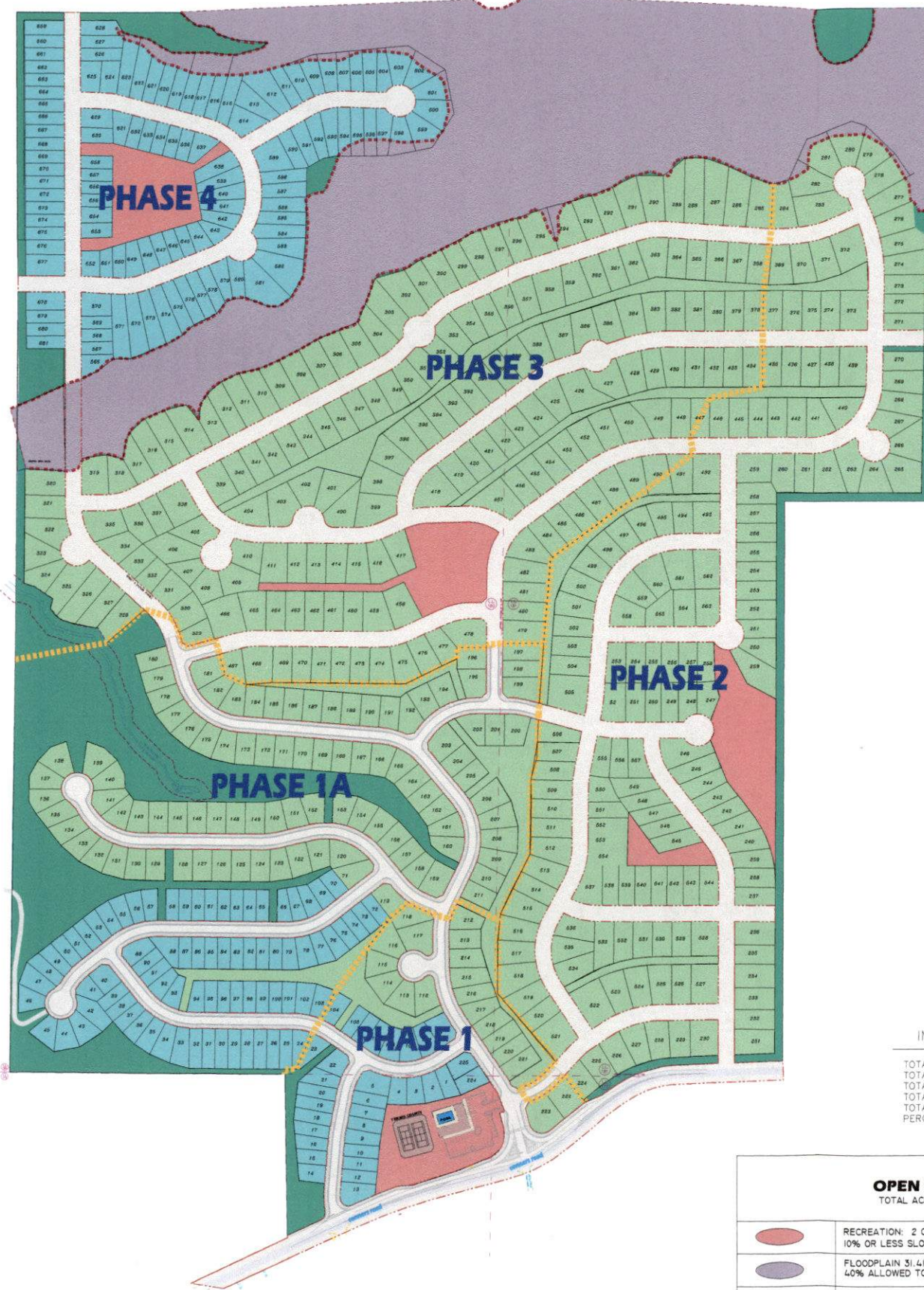
TREY ROBINSON

ALL 172, 173, 180 & 181
2ND DISTRICT, 5TH SECTION
CITY OF VILLA RICA
DOUGLAS COUNTY, GEORGIA

SCALE: 1"=200'	DATE 08-10-06	JOB NUMBER JN060104
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C-1.0

APPENDIX B
PD MASTER PLAN



SITE LOCATION MAP
VILLA RICA, GEORGIA
SCALE 1"=2000'

LEGEND OF SYMBOLS/COLORS FOR PRELIMINARY PLAN

	6,000 SQUARE FEET LOTS, 50' MIN WIDTH
	4,000 SQUARE FEET LOTS, 40' MIN WIDTH
	ACTIVE RECREATION: CLUB FACILITY WITH JR OLYMPIC POOL AND TENNIS 10% OR LESS SLOPE
	FLOODPLAIN 30 ACRES
	PHASE LINE (3 PHASES SHOWN)
	GREENSPACE INCLUDES WALKING PATH, PARK BENCHES, OUTDOOR MEETING SPACE
	RIGHT OF WAY, 39.94 ACRES
	STREAM BUFFER 25' FROM STREAM BANK
	ACCESS TO CITY TREATMENT PLANT

IMPERVIOUS SURFACE SUMMARY

TOTAL WITHIN ROW	16 ACRES
TOTAL WITHIN LOTS	35 ACRES
TOTAL WITHIN AMENITIES	2 ACRES
TOTAL IMPERVIOUS SURFACE	55 ACRES
TOTAL SITE AREA	205.183
PERCENT IMPERVIOUS	25%

OPEN SPACE CHART

TOTAL ACRES : 61.39 (29.94%)

	RECREATION: 2 CLUB FACILITIES, 2 JR OLYMPIC POOLS, # SPORTS COURTS 10% OR LESS SLOPE, TOTAL ACRES: 8.20 (4%)
	FLOODPLAIN 31.41 ACRES (15.32%) 40% ALLOWED TO COUNT TOWARD OPEN SPACE: 12.56 ACRES (6.12%)
	GREENSPACE: 24.47 ACRES (11.93%) INCLUDES WALKING PATH, PARK BENCHES, OUTDOOR MEETING SPACE

DEVELOPMENT SUMMARY

1. SITE AREA 205 ACRES
2. ZONING: PD (PLANNED DEVELOPMENT)
3. SET BACKS:
FRONT - 25' (MAJOR & MINOR)
REAR - 5'
SIDE - 0'
4. PROPOSED:
TOTAL UNITS = 700
4,000 S.F. SINGLE FAMILY DETACHED = 225
6,000 S.F. SINGLE FAMILY DETACHED = 475
MIN. DWELLING SIZE = 1500 S.F.
5. GROSS DENSITY: 3.41 UPA
6. AREA OF ROW: 39.94 ACRES
7. COMMON OPEN SPACE:
48.56 ACRES (23.65%) TOTAL DEVELOPMENT
16.71 ACRES (30.66%) IN PHASE 1
8. NET DENSITY:
TOTAL AREA 205.00
LESS ROW 39.94
LESS FLOODPLAIN 30.00
NET AREA 135.06
NET DENSITY 5.19 UPA

OWNER/DEVELOPER
FAMILY FIRST, LLC
P.O. BOX 2223
DOUGLASVILLE, GA 30133
(404) 401-2400

NOTE: NO FLOODPLAIN EXISTS WITHIN PHASE 1
130306 0005A
130306 0025A
THE F.I.R.M. PANEL (EFF. DATE: JAN. 2, 1980)
LOCATED IN A FLOOD HAZARD AREA.
THE MAP INDICATES THAT A STUDY WAS
MADE OF THESE AREAS. THE FLOOD HAZARD
LINES, IF SHOWN, ARE DRAWN BASED ON THE
FLOOD ELEVATIONS PROVIDED ON THE MAP
AND THE TOPOGRAPHIC SURVEY PROVIDED.

Crawford & Associates
C. H. F., INC.
ENGINEERING, LAND SURVEYING & LAND PLANNING
105 CORPORATE DRIVE OFFICE (770) 834-4594
CARROLLTON, GA. 30117 FAX (770) 834-1005

PD MASTER PLAN
LIBERTY POINTE

LOCATED IN LL 172, 173, 180 & 181
2ND DISTRICT, 5TH SECTION
CITY OF VILLA RICA
DOUGLAS COUNTY, GEORGIA

PD-1.0

WARNING - UTILITIES LOCATIONS
ARE APPROXIMATE. BEWARE OF
HIDDEN UTILITIES NOT SHOWN.
CONTACT APPROPRIATE UTILITY
COMPANIES PRIOR TO EXCAVATION.
NOTICE: IT IS THE PROPERTY
OWNERS / CONTRACTORS
RESPONSIBILITY TO COMPLY WITH ALL
ENVIRONMENTAL IMPACT ISSUES, AND
TO OBTAIN ALL NECESSARY
PERMITS FROM THE APPROPRIATE
GOVERNING AUTHORITIES.



DATE 02-14-07
JOB NUMBER J060104

NO. DATE REVISED DESCRIPTION

APPENDIX C
GRTA NOTICE OF DECISION



NOTICE OF DECISION

To: Chick Krautler, ARC
(via electronic mail) Sonny Deriso, GRTA
Andrella Baylis, GRTA

Eric Hovdesven, GRTA
Richard Tucker, GRTA

To: Honorable Monroe Spake, Mayor, City of Villa Rica
(via electronic mail) Paul Soudi, City of Villa Rica
and certified mail) Jeff Matthews, Mirror Lake, LLC

From: Steven L. Stancil, Executive Director, GRTA

Copy: Kirk Fjelstul, GRTA
(via electronic mail) Alan Steinbeck, GRTA
Mark Willey, GRTA
Elizabeth Smith, DCA
Mike Alexander, ARC
Steve Walker, GDOT
Carla Wood, GDOT

Joellen Wilson, HGOR
Jim Popham, Mirror Lake, LLC
Phillip Kauffman, Mirror Lake, LLC
Mark Young, Mirror Lake, LLC
Michael Lorber, Lorber & Associates
Abdul Amer, A & R Engineering
Victor Rachael, A & R Engineering

Date: October 20, 2003

Re: Notice of Decision Regarding DRI 430, Conners Road Development

Attachment A – General Conditions

Conditions to GRTA Notice of Decision:

- Development Intensity and use
 - The development shall contain a maximum of 700 single-family homes, and a minimum of 10,000 square feet of commercial space.
 - Provide an amenity center along Street A, between Street F and Street C.
- Road Connectivity
 - All on-site land uses shall have internal vehicular connections.
 - The development shall contain a maximum of eleven (11) cul-de-sacs.
 - An access road to the city treatment plant shall be provided through the development via Street B.
 - Area shall be reserved for one potential future vehicular connection from either Street "L," "N," or "O" to adjacent properties on the northwest side of the development.
 - Area shall be reserved for one potential future vehicular connection from Street "G" to adjacent properties on the east side of the development. This connection is requested to provide, at a minimum, emergency access to the northern portion of the property in the event of closure of Street "A."
 - Area shall be reserved for one potential future vehicular connection from either Street "B" or "E" to adjacent properties on the east side of the development. This connection is requested to provide, at a minimum, an alternative access point to Conners Road.
- Parking Facilities
 - The minimum required parking spaces by the City of Villa Rica shall be the maximum number provided for the commercial space within the development.
- Pedestrian facilities
 - Provide sidewalks no less than 5 feet wide along both sides of Street "A" between the site access point and the Amenity site
 - Provide sidewalks no less than 5 feet wide along at least one side of remaining internal roadways.
 - Provide a pedestrian path/trail system within the open spaces of the development.
- Bicycle Facilities
 - Provide bicycle racks near the entrance to the commercial convenience center and at the amenity center.

Roadway Improvements as Conditions to GRTA Notice of Decision:

- Conners Road @ Nalley Road & Site Driveway
 - Construct the north leg (southbound approach) of the intersection with a shared through-left lane, an exclusive right-turn lane, and two ingress lanes.
 - Construct an eastbound left turn lane along Conners Road.
 - Construct a westbound right-turn lane along Conners Road.

Attachment B – Required Elements of the DRI Plan of Development

Conditions Related to Altering Site Plan after GRTA Notice of Decision:

The on-site development will be constructed materially (substantially) in accordance with the Site Plan. Changes to the Site Plan will not be considered material or substantial so long as the following conditions are included as part of any changes:

- All of the “Conditions to GRTA Notice of Decision” set forth in Attachment A are satisfied.
- All of the “Roadway Improvements as Conditions to GRTA Notice of Decision” set forth in Attachment A are satisfied.

Attachment C – Required Improvements to Serve the DRI

Pursuant to Section 1-201.R. of the *Procedures and Principles for GRTA Development of Regional Impact Review*, a “Required Improvement means a land transportation service [def. in Section 1-201.N] or access [def. in Section 1-201.A.] improvement which is necessary in order to provide a safe and efficient level of service to residents, employees and visitors of a proposed DRI.”

The Required Improvements in the study network were identified in the Review Package as necessary to bring the level of service up to an applicable standard before the build-out of the proposed project. These requirements are identified in Sections 1 and 2 of this Attachment. Section 1 contains improvements that do not require GRTA approval at this time because they are to be constructed prior to the completion of the DRI Plan of Development. However, GRTA approval shall be required in the event state and/or federal funds are proposed at a later date to be used for any portion of the improvements described in Section 1. Section 2 contains improvements that require GRTA approval prior to the expenditure of state and/or federal funding. Subject to the conditions set forth in Attachment A and Attachment B, GRTA approves the expenditure of state/and or federal funding for the improvements contained in Section 2.

Section 1.

- Connors Road @ Nalley Road & Site Driveway
 - Construct the north leg (southbound approach) of the intersection with a shared through-left lane, an exclusive right-turn lane, and two ingress lanes.
 - Construct an eastbound left turn lane along Connors Road.
 - Construct a westbound right-turn lane along Connors Road.

Section 2.

- Liberty Rd @ I-20 EB Ramp
 - Add a SB left-turn lane with a minimum of 150' storage.
 - Install a signal
- Post Road @ I-20 EB Ramp
 - Install a signal
- Connors Rd @ Liberty Rd/Pumpkin Town Rd
 - Install a signal
- Connors Rd @ US 78
 - Add an EB right-turn lane along US 78 with a minimum of 150' storage.
 - Add a northbound left-turn lane on Connors Road with a minimum of 150' storage.
- Nalley Road
 - Pave Nalley Road from the intersection with Connors Road to the intersection with US 78.



NOTICE OF DECISION

To: Chick Krautler, ARC
(via electronic mail) Sonny Deriso, GRTA
Andrella Baylis, GRTA

Eric Hovdesven, GRTA
Richard Tucker, GRTA

To: Honorable Monroe Spake, Mayor, City of Villa Rica
(via electronic mail and certified mail) Paul Soudi, City of Villa Rica
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From: Steven L. Stancil, Executive Director, GRTA

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Mike Alexander, ARC
Steve Walker, GDOT
Carla Wood, GDOT

Joellen Wilson, HGOR
Jim Popham, Mirror Lake, LLC
Phillip Kauffman, Mirror Lake, LLC
Mark Young, Mirror Lake, LLC
Michael Lorber, Lorber & Associates
Abdul Amer, A & R Engineering
Victor Rachael, A & R Engineering

Date: October 20, 2003

Re: Notice of Decision Regarding DRI 430, Conners Road Development



CERTIFICATION OF COMPLETENESS

September 15, 2003

Mr. Jeff Matthews
Mirror Lake, LLC
Post Office Box 324
Villa Rica, Georgia 30180

RE: Letter of Understanding regarding DRI #430, Conners Road Development located in the City of Villa Rica
(Douglas County) – Non-expedited review

Dear Mr. Matthews:

This letter is to inform you that GRTA received DCA Form 2, the DRI Review Initiation Request August 28, 2003, and your GRTA DRI Review Package on September 11, 2003. GRTA staff have reviewed the materials and determined, pursuant to Section 2-205 of the *Procedures and Principles for GRTA Development of Regional Impact Review*, that your submittal is:

☒ **Complete.** No further submissions are required at this time. GRTA will begin conducting its formal review of your application promptly upon receipt of a Certification of Completeness from ARC.

If you have any questions, please feel free to contact me at 404-463-3051 (asteinbeck@grta.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Alan K. Steinbeck".

Alan K. Steinbeck
Land Use Planner

Cc:

Kirk Fjelstul, GRTA
John Walker, KHA
Elizabeth Smith, DCA
Mike Alexander, ARC
Steve Walker, GDOT
Paul Soudi, City of Villa Rica

Michael Lorber, Lorber & Associates
Doug Coats, Mirror Lake, LLC
Mark Young, Mirror Lake, LLC
Phillip Kauffman, Mirror Lake, LLC
Jim Popham, Mirror Lake, LLC
Mark Young, Mirror Lake, LLC

245 Peachtree Center Avenue, NE
Suite 900
Atlanta, Georgia 30303-1223
404-463-3000
404-463-3060 fax
www.grta.org

Plat BK 37 Pg 189

SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT THE PLAT COMPLIES WITH ALL REQUIREMENTS OF THE VILLA RICA SUBDIVISION REGULATION ORDINANCE.

BY: 
REGISTERED GEORGIA LAND SURVEYOR'S
NO. 1833
DATE 2/10/10

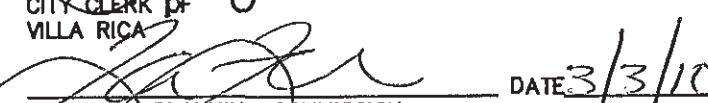
OWNERS ACKNOWLEDGEMENT STATE OF GEORGIA DOUGLAS COUNTY

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS AND PUBLIC GROUNDS THEREON SHOWN, WHICH COMPRISES A TOTAL OF 0.54 ACRES, FOR THE PURPOSES THEREIN EXPRESSED.

SUBDIVIDER: 
DATE 2/10/10
OWNER: 
DATE 2/10/10

PLANNING COMMISSION OF VILLA RICA CERTIFICATION

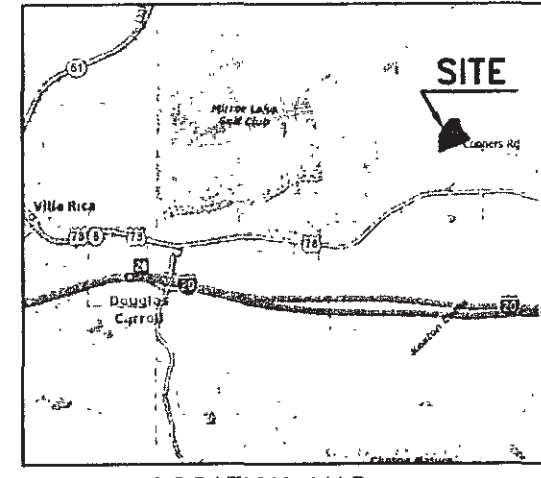
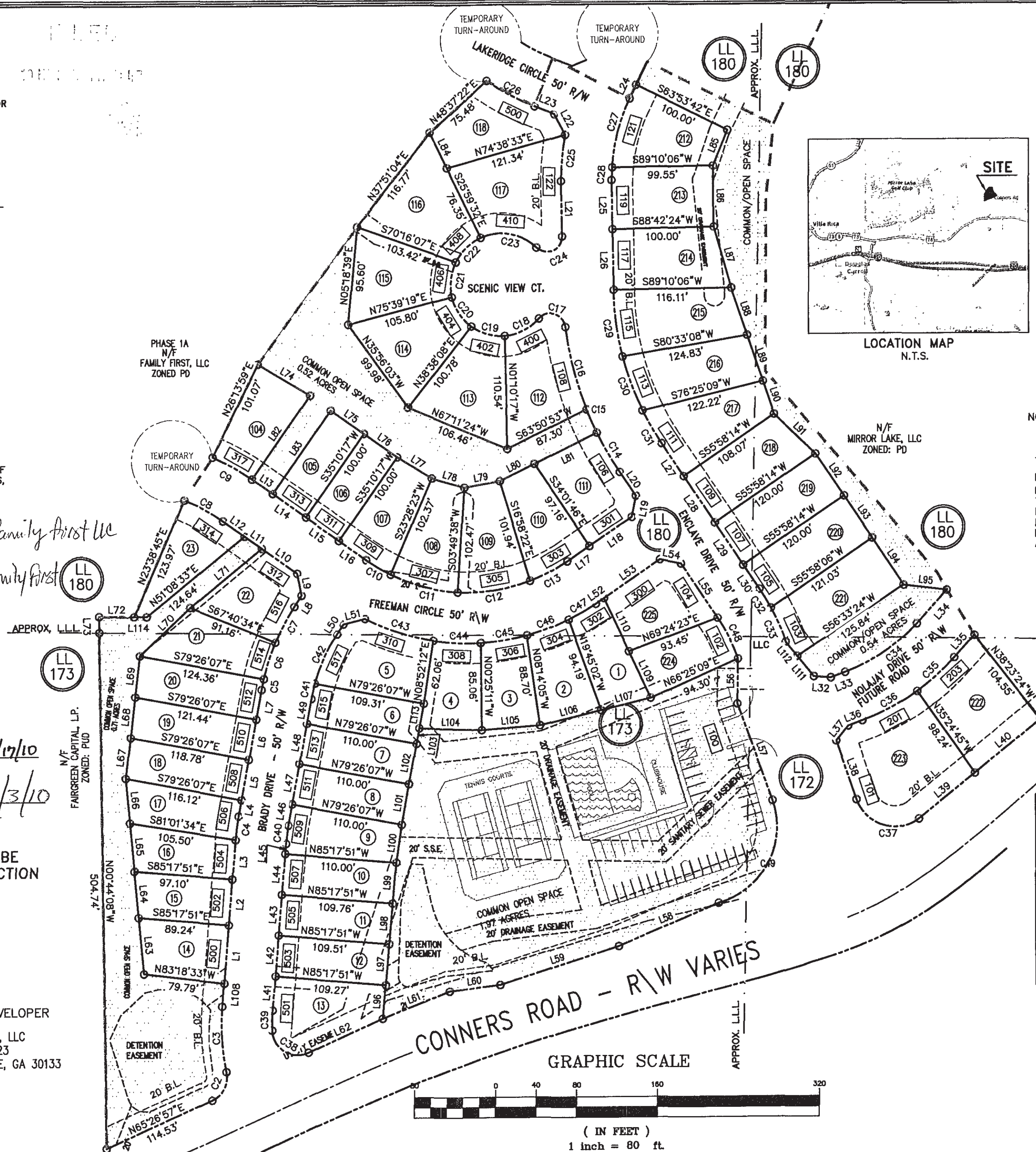
THIS SUBDIVISION HAS BEEN APPROVED FOR RECORDING BY THE PLANNING COMMISSION OF VILLA RICA, GEORGIA, AND HAS BEEN TECHNICALLY EXAMINED BY THE CHAIRMAN OF THE PLANNING COMMISSION AND THE CITY MANAGER AND APPROVED IN ACCORDANCE WITH EXISTING RULES AND REGULATIONS.

CITY CLERK OF VILLA RICA:  DATE 2/17/10
CHAIRMAN, PLANNING COMMISSION:  DATE 3/3/10

SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOME.

LEGEND	
101	HOUSE NUMBER
10	LOT NUMBER
○	IRON PIN
□	SANITARY SEWER
□	POWER BOX
□	TELEPHONE BOX
□	CABLE TV BOX
-P-	OVERHEAD POWER
-X-	FENCELINE
IPF	IRON PIN FOUND
IPP	IRON PIN PLACED
223	LANDLOT NUMBER

OWNER/DEVELOPER
FAMILY FIRST, LLC
P.O. BOX 2223
DOUGLASVILLE, GA 30133



LOT NO.	AREA (SQ.FT.)	LOT NO.	AREA (SQ.FT.)
224	4500	105	4000
225	5835	106	4000
1	4530	107	5116
2	4794	108	5286
3	4447	109	5603
4	4587	110	5311
5	6595	111	5971
6	4396	112	7163
7	4400	113	6902
8	4400	114	6495
9	4745	115	6415
10	4395	116	7546
11	4385	117	8687
12	4376	118	6104
13	6431	212	6121
14	4707	213	6038
15	4193	214	6443
16	4278	215	6840
17	4490	216	6407
18	4698	217	6253
19	4805	218	6272
20	4912	219	6000
21	5150	220	6008
22	5404	221	6826
23	4868	222	8025
104	5224	223	10990

NOTE: NO FLOODPLAIN EXISTS WITHIN PHASE 1
130306 0005A
130306 0025A
THE F.I.R.M. PANEL (EFF. DATE: JAN. 2, 1980)
INDICATES THIS PROPERTY OR A PORTION LOCATED IN A FLOOD HAZARD AREA. THE MAP INDICATES THAT A STUDY WAS MADE OF THESE AREAS. THE FLOOD HAZARD LINES, IF SHOWN, ARE DRAWN BASED ON THE FLOOD ELEVATIONS PROVIDED ON THE MAP AND THE TOPOGRAPHIC SURVEY PROVIDED.

PHASE1 PROJECT DATA

- EXISTING ZONING: PD (PLANNED DEVELOPMENT)
- SITE AREA 13.32 ACRES
- SETBACKS:
FRONT: 20'
REAR: 15'
SIDE: 0'
- COMMON OPEN SPACE 3.74 ACRES
- AREA IN R.O.W. 2.46 ACRES
- FLOOD PLAIN 0.0 ACRES
- GROSS DENSITY 3.9 UPA
- NET DENSITY 4.7 UPA
- MINIMUM FLOOR AREA 1500SF
- NO VINYL SIDING

FINAL PLAT FOR:
LIBERTY POINTE

LOCATED IN LANDLOTS 172, 180 & 181
2nd DISTRICT, 5th SECTION
DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 80' DATE: 9/18/2009
CHECKED BY: REV: 02/10/2010

JN080104
3-09-008
SHEET 1 OF 2

CLOSURE
THE FIELD DATA UPON THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND WAS ADJUSTED USING CRANDALL RULE.
NIKON A20LG WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 300,000 FEET.

GENERAL NOTES
1. NO TITLE OR ABSTRACT RESEARCH WAS PERFORMED BY THE UNDERSIGNED FOR THIS SURVEY.
2. WARNING: THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OF ANY TYPE NO ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVER THE EXISTENCE OF ANY EASEMENTS.
3. NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES IS IMPLIED, ONLY THOSE ITEMS SHOWN.

4. NO WARRANTY OR GUARANTEE AS TO ENVIRONMENTAL ISSUES HAS BEEN IMPLIED, ONLY THOSE ITEMS SHOWN HEREON HAVE BEEN ADDRESSED.
5. ONLY ACTS OF POSSESSION, IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE PROPERTY ARE SHOWN HEREON. NO WARRANTY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE OF ACTS OF POSSESSION BY ADJOINERS TO THE LANDS SHOWN AND DESCRIBED HEREON.
6. THE ACCEPTANCE OF THE PLAT HEREON AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE TORT OR CONTRACT HERETO TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN AN AMOUNT OF 1% OF THE TOTAL LIABILITY REQUEST MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF WORK.
7. NO WARRANTY OR GUARANTEE AS TO COUNTY OR CITY ORDINANCE ISSUES, TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.

IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED SUBSTANTIALLY IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
GA. REG. L.S. #1833 DOUGLAS C. CRAWFORD



GEORGIA AND WEST, INC.
ENGINEERING, LAND SURVEYING & LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
E-MAIL: mailbox@georgiandwest.com

OFFICE (770) 834-4694
FAX (770) 834-1005

for COVE see bk 3705 pg 547
for COVE see bk 3705 pg 549
for COVE see bk 3831 pg 682
for COVE see bk 3831 pg 684
for COVE see bk 4101 pg 976
for COVE see bk 4114 pg 1020

FILED

13 JUN 24 PM 1:39

SUPERIOR COURT
DOUGLAS COUNTY, GA
RHONDA G PAYNE CLK



Doc ID: 003298200054 Type: GLR
Filed: 06/24/2010 at 01:39:00 PM
Fee Amt: \$116.00 Page 1 of 54
Douglas County Georgia
RHONDA G PAYNE Clerk Superior Court

BK 2873 PG 893-946

1/62

After recording, return to:
Philip E. Johns
Johns & Johns, LLC
6782 West Broad Street
Douglasville, GA 30134

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

LIBERTY POINTE

This DECLARATION is made on the date hereinafter set forth by **FAMILY R FIRST, LLC**, a Georgia limited liability company (hereinafter sometimes called "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner (or if not the owner has the consent of the owner) of the real property described in Exhibit "A" hereof; and

WHEREAS, Declarant and Owner desire to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration:

NOW, THEREFORE, Declarant and Owner hereby declare that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed,

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used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article I
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 "Approved Builder" means a builder approved by Declarant for the construction of dwellings on Lots which home builder has been granted rights of Approved Builder hereunder by the Declarant in a written instrument. Declarant may grant rights of Approved Builder to one or several home builders.

1.2 "Articles of Incorporation" means the Articles of incorporation of Liberty Pointe Community Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference as may be amended from time to time.

1.3 "Association" means Liberty Pointe Community Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.4 "Board of Directors" or "Board" means the appointed or elected board of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.*

1.5 "Bylaws" means the Bylaws of Liberty Pointe Community Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference as may be amended from time to time.

1.6 "Common Property" means any and all real and personal property, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.7 "Community" refers to that certain real property described in Exhibit "A", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein

1.8 "Community-Wide Standard" means the standard of conduct, maintenance or other

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activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

1.9 "Declarant" means FAMILY R FIRST, LLC, a Georgia limited liability company, and its successors-in-title and assigns; provided that in a recorded instrument, such successor-in-title or assignee is designated as the Declarant hereunder by the holder of all of the rights of Declarant hereunder; and, provided, further, upon the effective date of the designation of a successor Declarant, all rights of the former Declarant in and to such status as Declarant hereunder shall cease, it being understood that there shall be only one holder of the rights of Declarant hereunder at any one point in time.

1.10 "Lot" means any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes a single-family dwelling site, including a Townhome Unit or a Condominium Unit as may be further defined in a Supplementary Declaration, and as shown on a plat recorded in the Office of the Clerk of Superior Court of Douglas County, Georgia. The ownership of each Lot shall include, and there shall automatically pass with the title to each Lot as an appurtenance thereto, membership in the Association and all rights and interest of an Owner in the Common Property.

1.11 "Mortgage" means any and all instruments used for the purpose of encumbering or conveying title to real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.12 "Mortgagee" means the holder of a Mortgage.

1.13 "Neighborhood" means each separately developed and denominated residential area within the Community which has been so designated on Exhibit "A" hereof or in one or more Supplementary Declarations. By way of illustration and not limitation, a townhouse development, cluster home development, or single-family detached housing development might each be designated as a separate Neighborhood. The Declarant shall have the right to designate separate Neighborhood status and change the Neighborhood status of any previously designated Neighborhood for any property in the Community. A Neighborhood may (but is not required to) have a separate incorporated mandatory membership Neighborhood association.

1.14 "Occupant" means any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.15 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot within the Community but does not include any Mortgagee.

1.16 "Person" includes any individual, individual acting in a fiduciary capacity,

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corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.17 "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.18 "Total Association Vote" means the Votes attributable to the entire membership of the Association as of the record date for such action (including votes of the Declarant), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, a majority of the Total Association Vote is required to approve a matter, such matter must receive more than half of the votes attributable to all existing members of the Association as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. As a further illustration, if a majority vote is required to approve a matter (and the term Total Association Vote is not used) such matter must receive more than half of the votes cast by the members present and entitled to vote on the matter.

Article 2

Property Subject To This Declaration

2.1 Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until ten (10) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Douglas County, Georgia a Supplementary Declaration describing the property being subjected. Declarant intends to annex hereto the property contained in Declarant's land plan for the development as amended from time to time which property is a portion of the property described in Exhibit "B". However, inclusion of property on Declarant's land plan or in Exhibit "B" shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land plan bar Declarant from subjecting such property to the Declaration. Any annexation shall be effective upon the filing for record of a Supplementary Declaration executed by the Declarant unless a later effective date is provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing

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Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property. If any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

2.3 Additional Covenants, Restrictions and Easements. The Declarant may subject any portion of the property submitted to this Declaration initially or by Supplementary Declaration to additional covenants, restrictions and easements and/or modify the applicability of the covenants, restrictions and easements contained in this Declaration as to such property. Such additional covenants, conditions, restrictions and easements may be set forth in a Supplementary Declaration or a separate declaration of protective covenants, declaration of condominium or other document filed either concurrently with or after the annexation of the subject property. Any such document filed by the Declarant may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements, or similar instrument against property within the Community without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Douglas County, Georgia land records. No such instrument recorded by any Person, other than the Declarant pursuant to this section, may conflict with the Declaration, Bylaws or Articles.

2.4 Other Annexation. Upon the written consent of: (a) the owner(s) thereof; (b) the Declarant; and (c) the Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Douglas County, Georgia a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

2.5 Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Community then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community.

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Article 3

Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Mortgagees and the conveyance of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one office be held for each Lot owned. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association. Nothing in this Section shall restrict the number of votes cast or the number of the officers and directors appointed by the Declarant.

3.2 Voting. Members shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations.

3.3 Notice of Sale, Lease or Acquisition. Prior to the sale or lease of a Lot, the Owner shall provide the Association with written notice of the name of the purchaser or lessee, as the case may be, and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall provide the Association with written notice of the name and mailing address of the Owner and such other information as the Board may reasonably require.

Article 4

Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments; (b) Neighborhood assessments, if applicable; (c) special assessments; and (d) specific assessments. All such assessments, together with late charges, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on

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the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the property. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The general assessment to be levied against each Lot shall be an equal amount for all Lots. The Board shall cause the budget and the assessments to be levied for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. General assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others

4.4 Neighborhood Assessments. The Association may levy assessments against the property in a particular Neighborhood to fund actual and estimated expenses incurred by the Association for the primary benefit of property within such Neighborhood, including without limitation, maintenance required to be performed by the Association with respect to property within such Neighborhood. Neighborhood assessments shall be levied as specifically budgeted from time to time by the Board of Directors pursuant to this Declaration. In addition, the Board shall levy a Neighborhood assessment upon the request of the Owners holding two-thirds (2/3) of the Total Association Vote applicable to Lots within a Neighborhood.

4.5 Special Assessments. The Association may levy a special assessment if approved by two-thirds (2/3) of the Total Association Vote and the Declarant. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.6 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; and (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.7 Subordination of Liens to Mortgages. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the property pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve an Owner of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such property from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any

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existing or previous Owner of any personal obligation or relieve such property or the then Owner from liability for any assessment authorized hereunder which become due after such sale and transfer.

4.8 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a notice of its claim of lien with the Office of the Clerk of Superior Court of Douglas County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments contained in this Declaration. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on any property within the Community at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational facilities, maintained by the Association and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such property in favor of the Association.

4.9 Date of Commencement of Assessments. Assessments shall commence in general when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a particular Lot on the first to occur of the date that the Lot is first occupied for residential purposes; or is conveyed by the Declarant to an Owner who is not an Approved Builder acquiring such Lot in the ordinary course of business or a successor Declarant. A Lot shall be occupied for residential purposes when it has been improved with a dwelling and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy.

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4.10 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, Neighborhood, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

4.11 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.12 Estoppel Letter. The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

4.13 Initiation Fee. Upon the first sale of each and every Lot after it has been improved with a residence for which a certificate of occupancy has been issued, an initiation fee in the amount of \$150.00 shall be collected from the purchaser at the closing of such sale for the benefit of the Association. The aggregate fund established by such initiation fee shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board.

Article 5 Maintenance; Common Property

5.1 Associations Responsibility. The Association shall maintain and keep in good repair the Common Property. The Association shall also maintain (whether or not constituting Common Property): (a) all Community entry features, including entry area landscaping and any irrigation system and the expenses for water and electricity, if any, provided to all such entry features; (b) all storm water detention/retention ponds and storm water drainage facilities serving the Community, if and to the extent such facilities are not maintained on an ongoing basis by the owner of such facilities or a government body; (c) all street medians and islands located in the Community, to the extent such are not maintained on an ongoing basis by a government body; (d)

all Community greenbelt and open spaces; and (e) all Community recreational facilities. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community and to enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard. The Association shall not be liable for injury or damage to Person or property: (x) caused by the elements of by an Owner or any other Person; (y) resulting from rain or other surface water which may leak or flow from any portion of the Common Property; or (z) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

5.2 Owner's Responsibility. Except for maintenance performed on a Lot by the Association pursuant to Section 5.1, if any, all maintenance of the Lot and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, and exterior lighting in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; and repairing and painting (or other appropriate external care) of improvements located on a Lot. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or

replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

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5.3 Conveyance of Common Property by Declarant or an Approved Builder to Association; No Implied Rights. Declarant or an Approved Builder may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and, if and as provided in Section 5.1 hereof, maintained by the Association for the benefit of its members. The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any such conveyance to the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds and transfer tax declaration forms, necessary or convenient to effectuate and document any such conveyance to the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. The Declarant or an Approved Builder shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners. The Declarant or an Approved Builder may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant or Approved Builder may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant, or the owner of such property to the Association or the Owners, as the case may be, by an instrument recorded in the Office of the Clerk of Superior Court of Douglas County, Georgia.

5.4 Partition. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the Community.

5.5 Condemnation. In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Property, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the Total Association Vote and the consent of the Declarant. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

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5.6 Liability. Owners, Occupants and their guests shall use the Common Property, Community recreational facilities and green space maintained by the Association at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the foregoing property. The Association shall not be liable for injury or damage to any Person or property (a) caused by the elements or by an Owner or any other Person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or Occupant for loss or damage, by theft or otherwise, of any property of such Owner or Occupant.

Article 6
Architectural Standards

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, exterior alteration of existing improvements, change in the exterior color of any existing improvement and planting and removal of landscaping materials) shall be commenced or placed upon any part of the Community unless, installed by the Declarant or an affiliate of the Declarant, approved in accordance with this Article, or otherwise expressly permitted under this Declaration. Any Owner may remodel, paint or redecorate the interior of structures on the Lot without approval hereunder. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, affiliates of the Declarant, any builders approved by the Declaration to improvements to the Common Property by or on behalf of the Association. This Article may not be amended without the written consent of the Declarant until each Lot has been improved with a dwelling for which a certificate of occupancy has been issued.

6.2 Guidelines and Procedures. Except as provided above, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials and location of the proposed improvement. The Declarant may adopt written design and development guidelines and application and review procedures, which may provide for a review fee. The Declarant shall have sole and full authority to prepare and to amend, from time to time at its sole discretion and

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without notice, the architectural guidelines. The Declarant shall make the architectural guidelines available to Owners and builders who seek to engage in construction upon all or any portion of the Community and such Owners and builders shall conduct their operations strictly in accordance therewith. If the Declarant fails to approve or to disapprove submitted plans and specifications within thirty (30) days after receipt of all required plans and specifications, such approval shall be deemed to have been given. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Declarant, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Declarant shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The Declarant and its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Declarant for reconsideration.

6.3 Limitation of Liability. Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Declarant assumes no liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association or the officers, directors, members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.4 No Waiver. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Declarant, shall not be deemed to constitute a waiver of any

right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

6.5 Variances. Notwithstanding anything to the contrary contained herein the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration and the architectural guidelines if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the Community. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Community, or (c) prevent the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.6 Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant and its agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorney's fees, may be assessed against the Lot as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the architectural guidelines may be excluded by the Declarant from the Community, subject to any applicable notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, the Association or the officers, directors, members, employees and agents of any of them shall be held liable to any Person for exercising the rights granted by this paragraph. In addition to any other remedies available to the Declarant, in the event of noncompliance with this Article, the Declarant may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Declarant shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article.

6.7 Architectural Review Committee. Until each Lot has been improved with a dwelling for which a certificate of occupancy has been issued, the Declarant shall have the sole right, power and authority under this Article. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant and recorded in the land records of the Clerk of the Superior Court of the county where this Declaration is recorded. Upon expiration or earlier surrender in writing of all or a portion of such right and authority, the Board of Directors shall appoint an Architectural Review Committee of the Association, which shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. The Declarant may in its sole discretion relinquish architectural

control as to certain types of improvements or modifications to the Architectural Review Committee while retaining control over all other building and construction in the Community. For example and without limitation, the Declarant may relinquish control over modifications of existing structures to the Architectural Review Committee while retaining all authority to review and approve new home construction. Any right, power or authority of the Declarant which may be relinquished to the Association prior to the termination of the rights of Declarant hereunder shall be by written recorded instrument only and no such right, power or authority shall be relinquished by implication or otherwise. The establishment of an advisory Architectural Review Committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder. After the termination of all rights of Declarant hereunder, the Architectural Review Committee shall have all right, power and authority to review and approve building and construction activity within the Community hereunder and this Article shall then be read and interpreted as if any reference to the Declarant in this Article 6 were a reference to the Architectural Review Committee.

Article 7
Use Restrictions and Rules

7.1 Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Declarant.

7.2 Residential Use. Each Lot shall be used for residential purposes exclusively. Leasing of a Lot for single-family residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant in residence at the Lot may conduct business activities within the dwelling unit so long as the business activity: (a) does not otherwise violate the provisions of the Declaration or Bylaws; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; and (h) does not threaten the security or safety of other residents of the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged

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in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity.

7.3 Leasing. Lots may be leased for single-family residential purposes. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association and obligate the Occupants to comply with the foregoing.

7.4 Signs. No sign of any kind shall be erected within the Community without the prior written approval under Article 6 hereof. Notwithstanding the foregoing, the Board, the Declarant and Approved Builder shall have the right to erect reasonable and appropriate signs. For-sale signs and security signs consistent with the Community-Wide Standard and any signs required by Legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure. The Board may impose a fine of One Hundred and Fifty and No/100 Dollars per day for display of any sign in violation of this provision which is not removed within twenty-four hours after written demand is delivered to the Owner at that Lot.

7.5 Vehicles; Parking. Vehicles shall be parked only in appropriate parking areas serving the Lot or other designated areas, if any. No on-street parking, other than in connection with special events as approved by the Board of Directors, shall be permitted within the Community. All parking shall be subject to such rules and regulations as the Board may adopt. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas" shall refer to the number of garage parking spaces and if and only if, the Occupants of a Lot have more vehicles than the number of garage parking spaces, those excess vehicles which are an Occupant's primary means of transportation on a regular basis may be parked on the driveway on the Lot. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors. Any towed vehicle, boat, personal water craft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than twenty-four (24) hours may be removed from the Community by the Board of Directors. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the

Community except during the time reasonably necessary to provide service or delivery within the Community. The Board of Directors may exercise any and all remedies available for a violation of this provision in addition to or in lieu of its authority to remove the violating vehicle.

7.6 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on the exterior of any Lot, with the exception of dogs, cats or other usual and common household pets. No pets shall be kept, bred or maintained for any commercial purpose. No exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of Article 6 hereof. Dogs shall at all times when outside a Lot be kept on a leash or otherwise under control at all times. All pets shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed pets. Dog waste deposited in the Community must be removed by the owner of the dog or the person responsible for the dog. The Association may adopt reasonable rules and regulations designed to minimize damage and disturbance to other Owners and Occupants, including regulations requiring damage deposits, waste removal, leash controls, noise controls, and occupancy limits based on size and facilities of the Lot. The Association may require the removal of any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance.

7.7 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No Lot shall be used for the storage of anything that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be permitted, located, installed or maintained upon the exterior of any Lot. Any noise that can be heard inside a neighboring house with the windows and doors closed will be considered too loud and in violation of this provision. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

7.8 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the

Community.

7.9 Antennas. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Lot, unless approved in accordance with the provisions of Article 6 hereof; provided, however, no such approval shall be necessary to install (1) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services, that are one meter or less in diameter; (2) antennas designed to receive video programming services via multi-point distribution services that are one meter or less in diameter or diagonal measurement; or (3) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the dwelling unless an acceptable quality signal cannot otherwise be obtained.

7.10 Tree Removal. No trees that are more than four (4) inches in diameter at a point twelve (12) inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be removed from a Lot without prior written approval pursuant to Article 6 hereof. Owners shall also comply with any local ordinance and zoning condition applicable to tree removal. In the event of a conflict between the provisions of this Section and any local ordinance or zoning condition, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant, the Association or by an Approved Builder in connection with construction approved under Article 6 hereof.

7.11 Drainage. Catch basins, retention ponds, detention ponds, drainage swales and drainage easement areas are for the purpose of controlling the natural flow of water only. Owners shall not obstruct or alter the drainage flow across or from their Lot after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof.

7.12 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board, it would create an unsafe condition.

7.13 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, air conditioning units, heat pumps, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from view from neighboring streets and property. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow an Approved Builder to bury rocks and trees removed from a building site on such building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community except by the Declarant or Approved Builder.

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7.14 Subdivision of Lot. No Lot shall be subdivided or its boundary' lines changed except with the prior written approval in accordance with the provisions of Article 6 hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Lot(s) with the consent of the Owner of the affected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property or creating a public or private street over any Lot or property that was formerly a Lot, without the consent of any Person, other than the Owner(s) of such property.

7.15 Firearms. The use or discharge of firearms in the Community is prohibited. The term "firearms" includes, without limitation, "B-B" guns, pellet guns and other guns of any type, regardless of size.

7.16 Fences. Except as herein provided, no fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without prior written approval in accordance with the provisions of Article 6 hereof. Guidelines detailing acceptable fence styles or specifications may be issued pursuant to Article 6, but in no event may a chain link or barbed wire fence be approved; provided, however, the Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for health and safety of Owners and Occupants.

7.17 Utility Lines. Except as may be permitted under and pursuant to Article 6 hereof, no overhead utility lines, including lines for cable television, shall be installed within the Community, except for temporary lines as required during construction and lines installed by or at the request of the Declarant or Approved Builder.

7.18 Air-Conditioning Units. No window air-conditioning units may be installed.

7.19 Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (h) one decorative post light; (c) Street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; (e) front house illumination of model homes; or (f) other lighting approved under and pursuant to Article 6 hereof.

7.20 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any Lot. No exterior sculptures, fountains, flags or similar items may be erected on any Lot, without the prior written approval in accordance with the provisions of Article 6 hereof and/or compliance with written guidelines established under Article 6 hereof, as applicable.

7.21 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an

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integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Declarant, in accordance with the provisions of Article 6 hereof.

7.22 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without prior written approval in accordance with the provisions of Article 6 hereof and in no event shall any above-ground swimming pool be permitted.

7.23 Gardens. Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals) or garden pool shall be erected on any Lot without the prior written approval in accordance with the provisions of Article 6 hereof.

7.24 Mailboxes. All mailboxes serving Lots shall be approved in accordance with the provisions of Article 6 hereof. Identical replacement mailboxes may be installed without further approval; but no modification to or change in mailboxes may be made unless approved in accordance with the provisions of Article 6 hereof.

7.25 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

7.26 Entry Features. Owners shall not alter, remove or add improvements to any entry feature constructed by the Declarant or Approved Builder on any Lot, or any part of any easement area associated therewith without prior approval in accordance with the provisions of Article 6 hereof.

7.27 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or any other purpose. The side of all window treatments which can be seen at any time from the outside of any structure located on a Lot must be white or off-white.

7.28 Stream or Creek Buffer. Land-disturbing activities shall not be conducted on any Lot or Common Property within a stream or creek buffer area as shown on the subdivision plat(s) for the Community recorded with the Clerk of Superior Court of Douglas County, Georgia, except with prior written approval under Article 6 hereof, and compliance with Georgia law, including without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, *et seq.*, as amended from time to time. This provision shall not apply to initial construction by Declarant and Approved Builder.

7.29 Buffer Areas. A Lot or Common Property may contain buffer areas or no access easements as shown on the applicable recorded subdivision plats for the Community. Owners shall not disturb the buffer area in any way including, without limitation, the construction of any improvements in the buffer area, landscaping, or cutting of trees, bushes or other vegetation.

7.30 Streams, Creeks and Ponds. Except as herein provided, all storm water retention or detention ponds, streams and creeks within the Community shall be used for storm water

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drainage and aesthetic amenities only, no other use thereof, including, without limitation, boating, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. Fishing shall be permitted by Owners, Occupants and guests accompanied by an Owner so long as any required license is obtained. The Association and/or the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any ponds, streams or creeks within the Community. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in storm water retention ponds, streams or creeks within the Community. Applicable governmental agencies and the Declarant and the Association, shall have the sole right to control the water level of any body of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention ponds, streams and creeks within the Community, Owners shall have no riparian rights with respect to the waters in any stream within the Community and shall not be permitted to withdraw water from any stream as may exist in the Community without the prior written consent of the Board of Directors.

Article 8 Insurance and Casualty Losses

8.1 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to the other insurance required by this Section, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall at least equal three (3) months' total assessments plus reserves on hand. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be issued in the name of the Association.

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8.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on all structures and a liability policy covering damage or injury occurring on the Owner's property. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

8.3 Damage and Destruction -- Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

8.4 Damage and Destruction - Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to

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demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction and thereafter maintain said Lot in a manner consistent with the Community-Wide Standard.

Article 9
Mortgagee Provisions

9.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; and (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

9.2 Audit. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements of the Association within ninety (90) days of the date of the request.

9.3 No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of a Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Article 10
Easements

10.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plats for the Community, as amended from time to time as well as the easements now or hereafter established by the Declarant in this Declaration or by any other document recorded in the Office of the Clerk of Superior Court of Douglas County, Georgia.

10.2 Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

- (a) the right of the Association to charge reasonable admission and other fees for the use

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of any Community recreational facilities, to limit the number of Persons who may use the Community recreational facilities, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

(b) the right of the Association to suspend the right of an Owner to use the Community recreational facilities or Common Property for any period during which any past due assessment against any Lot of the Owner remains unpaid;

(c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds (2/3) of the Lots (other than Declarant) and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the Lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (Regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community.);

(d) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(e) the right of the Association to dedicate or transfer all or any portion of the Common Property upon the approval of the Owners of at least two-thirds (2/3) of the Lots (other than Declarant) and the Declarant;

(f) all other rights of the Association, the Declarant, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration or in any deed conveying Common Property to the Association; and

(g) all encumbrances and other matters shown by the public records affecting title to the Common Property.

10.3 Easements for Utilities. There is hereby reserved to the Declarant and granted to the Association a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other

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service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. Declarant, the Association or the designee of either, as the case may be, may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board shall have the right to grant such easement.

10.4 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, Bylaws, and rules, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Association, but shall not authorize entry into any single family dwelling without permission of the Owner.

10.5 Easement for Maintenance. Declarant hereby grant to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary to the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractors at their sole expense.

10.6 Easement for Entry Features and Streetscapes. There is hereby reserved to the Declarant and granted to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Lot containing such entry features or streetscapes as may be more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

10.7 Easement for Drainage. There is hereby reserved to the Declarant and granted to the Association and the Approved Builder a blanket easement across all Lots for creating and maintaining satisfactory storm water drainage in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It

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is anticipated that increased storm water run off across downstream Lots will result from the construction of impervious surface within or adjacent to the Community. Neither the Declarant, the Association or any builder or Owner constructing according to plans and specifications approved under Article 6 hereof shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Community.

10.8 Easement During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, architectural guidelines, and amendments thereto, Declarant reserves an easement across the Community for Declarant and any Approved Builder to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's and such Approved Builder's development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or nearby property being developed by Declarant or such Approved Builder, including, but not limited to: the right to place or authorize the placement of marketing and directional signs on Lots or right-of-way at street intersections within the Community; the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; the right to construct recreational facilities, utilities and other improvements on Common Property; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant and any Approved Builder may use residences, offices or other buildings owned or leased by Declarant or such Approved Builder as model residences and sales offices and may also use Community recreational facilities as a sales office without charge. This Section shall not be amended without the Declarant's written consent until the Declarant's rights hereunder have terminated as herein provided.

Article 11
General Provisions

11.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations and use restrictions, as amended or modified from time to time, and with

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the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plat for the Community and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments, failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association, the Declarant or an aggrieved Owner. Failure by the Declarant. The Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

11.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and design guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and design guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

11.3 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant, the Architectural Review Committee or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the violating Owner shall be given ten (10) days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required herein or by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

11.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate

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the same; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

11.5 Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant no longer owns any property in the Community and Declarant no longer has the right to unilaterally annex additional property to the Community as provided herein and a certificate of occupancy has been issued for a dwelling on each Lot in the Community; or (b) the date of recording by Declarant in the real estate records of the county where the Community is located of a written instrument terminating all of Declarant's rights hereunder.

11.6 Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner. The Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration for the sole purpose of electing to be governed by the provisions of the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, a seq. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given.

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11.7 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

11.8 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

11.9 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

11.10 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

11.11 Preparer. This Declaration was prepared by Philip E. Johns, Johns & Johns, LLC, 6782 West Broad Street, Douglasville, Georgia 30134.

11.12 Notices. Notices provided for in this Declaration or the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant or the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by private courier service. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or the date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

11.13 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

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11.14 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

11.15 Agreements. Subject to the prior approval of Declarant, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

11.16 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the community.

11.17 No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

11.18 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote and the consent of the Declarant. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless

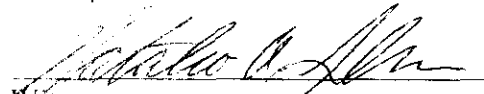
BK 2873 PGO 924

such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

11.19 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OF, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED, EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

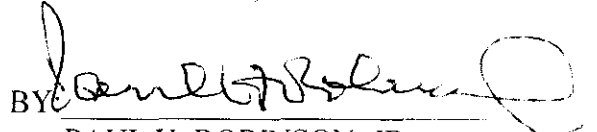
IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal, this 21st day of June, 2010.

Signed, sealed and delivered
in the presence of:



Witness

FAMILY R FIRST, LLC

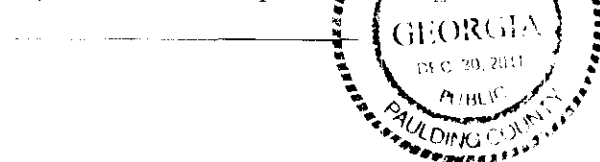
BY 

PAUL H. ROBINSON, JR.,
MANAGER



Notary Public

My Commission expires:



BK 2873 PG 0925

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 172, 173, 180 and 181 of the 2nd District, 5th Section, Douglas County, Georgia, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224 and 225 of Liberty Pointe, as per plat recorded in Plat Book 37, Pages 188 and 189, Douglas County, Georgia Records, which plat is hereby referred to and incorporated herein by reference.

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Exhibit "B"

TRACT I:

(Consisting of Tracts I, II & III)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 172, 173, 180 AND 181 OF THE 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING TRACT THREE-B (41.24539 ACRES); TRACT ONE (5.82067 ACRES) AND "VALLEY ROAD" TRACT (0.28804 ACRES), AS SHOWN ON THAT SURVEY DATED DECEMBER 18, 2003, LAST REVISED APRIL 8, 2004 FOR COMMONS ROAD, LLC, PREPARED BY WATTS & BROWNING ENGINEERS, INC., V. T. HAMMOND, RLS # 2354, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT AN IRON PIN FOUND (ONE INCH OPEN TOP PIPE) AT THE NORTHWESTERLY CORNER OF LAND LOT 181 (SAID LAND LOT CORNER BEING COMMON TO LAND LOTS 180, 181, 204 AND 205) AND PROCEED THENCE ALONG THE NORTHERLY LINE OF LAND LOT 181 SOUTH 89 DEGREES 04 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 1320.03 FEET TO AN IRON PIN FOUND (ONE INCH REBAR);

RUNNING THENCE SOUTH 01 DEGREES 29 MINUTES 30 SECONDS WEST AND DEPARTING THE NORTHERLY LINE OF LAND LOT 181 FOR A DISTANCE OF 573.81 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR);

RUNNING THENCE SOUTH 01 DEGREES 53 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 970.60 FEET TO A ROCK FOUND;

RUNNING THENCE NORTH 89 DEGREES 26 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 446.25 FEET TO A ROCK FOUND;

RUNNING THENCE SOUTH 01 DEGREES 05 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 1758.02 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR) ON THE NORTHERLY RIGHT-OF-WAY OF CONNERS ROAD (60 FOOT RIGHT-OF-WAY);

RUNNING THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY AND NORTHWESTERLY RIGHT-OF-WAY OF CONNERS ROAD (60 FOOT RIGHT-OF-WAY) THE FOLLOWING COURSES AND DISTANCES;

1. NORTH 86 DEGREES 24 MINUTES 23 SECONDS WEST, 238.00 FEET;
2. ALONG THE ARC OF A CURVE TO THE LEFT 251.73 FEET (SAID ARC HAVING A CHORD DISTANCE OF 246.57 FEET ON A BEARING OF SOUTH 73 DEGREES 26 MINUTES 17 SECONDS WEST AND A RADIUS OF 357.80 FEET;
3. SOUTH 53 DEGREES 16 MINUTES 57 SECONDS WEST, 7.03 FEET;
4. ALONG THE ARC OF A CURVE TO THE LEFT 136.95 FEET (SAID ARC HAVING A

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CHORD DISTANCE OF 136.92 FEET ON A BEARING OF SOUTH 50 DEGREES 58 MINUTES 29 SECONDS WEST AND A RADIUS OF 1700.00 FEET);

5. SOUTH 48 DEGREES 40 MINUTES 00 SECONDS WEST, 27.21 FEET;

6. ALONG THE ARC OF A CURVE TO THE RIGHT 147.76 FEET (SAID ARC HAVING A CHORD DISTANCE OF 147.67 FEET ON A BEARING OF SOUTH 52 DEGREES 08 MINUTES 12 SECONDS WEST AND A RADIUS OF 1220.00 FEET);

7. ALONG THE ARC OF A CURVE TO THE RIGHT 26.56 FEET (SAID ARC HAVING A CHORD DISTANCE OF 26.53 FEET ON A BEARING OF SOUTH 59 DEGREES 57 MINUTES 15 SECONDS WEST AND A RADIUS OF 175.00 FEET) TO THE TRUE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, PROCEED THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF CONNERS ROAD (60 FOOT RIGHT-OF-WAY) THE FOLLOWING COURSES AND DISTANCES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT 19.94 FEET (SAID ARC HAVING A CHORD DISTANCE OF 19.92 FEET ON BEARING OF SOUTH 67 DEGREES 33 MINUTES 56 SECONDS WEST AND A RADIUS OF 175.00 FEET);

2. SOUTH 70 DEGREES 49 MINUTES 44 SECONDS WEST, 33.65 FEET;

3. ALONG THE ARC OF A CURVE TO THE RIGHT 63.97 FEET (SAID ARC HAVING A CHORD DISTANCE OF 63.96 FEET ON A BEARING OF SOUTH 73 DEGREES 03 MINUTES 50 SECONDS WEST AND A RADIUS OF 820.00 FEET);

4. SOUTH 75 DEGREES 17 MINUTES 56 SECONDS WEST, 142.34 FEET,

5. ALONG THE ARC OF A CURVE TO THE LEFT 40.11 FEET (SAID ARC HAVING A CHORD DISTANCE OF 40.11 FEET ON A BEARING OF SOUTH 73 DEGREES 36 MINUTES 06 SECONDS WEST AND A RADIUS OF 677.06 FEET);

6. ALONG THE ARC OF A CURVE TO THE RIGHT 37.75 FEET (SAID ARC HAVING A CHORD DISTANCE OF 37.75 FEET ON A BEARING OF SOUTH 73 DEGREES 05 MINUTES 01 SECONDS WEST AND A RADIUS OF 917.00 FEET);

7. ALONG THE ARC OF A CURVE TO THE LEFT 232.21 FEET (SAID ARC HAVING A CHORD DISTANCE OF 232.00 FEET ON A BEARING OF SOUTH 70 DEGREES 02 MINUTES 50 SECONDS WEST AND A RADIUS OF 1578.00 FEET);

8. SOUTH 65 DEGREES 49 MINUTES 53 SECONDS WEST, 87.20 FEET;

9. ALONG THE ARC OF A CURVE TO THE LEFT 140.82 FEET (SAID ARC HAVING A

CHORD DISTANCE OF 140.82 FEET ON A BEARING OF SOUTH 65 DEGREES 11 MINUTES 19 SECONDS WEST AND A RADIUS OF 6276.45 FEET) TO AN IRON PIN FOUND (1/2 INCH REBAR);

RUNNING THENCE NORTH 00 DEGREES 44 MINUTES 04 SECONDS WEST AND DEPARTING SAID RIGHT-OF-WAY FOR A DISTANCE OF 511.77 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR) ON THE SOUTHERLY LINE OF LAND LOT 180;

RUNNING THENCE NORTH 89 DEGREES 23 MINUTES 45 SECONDS WEST ALONG THE SOUTHERLY LINE OF LAND LOT 180 FOR A DISTANCE OF 853.55 FEET TO AN IRON PIN FOUND (ONE INCH OPEN TOP PIPE);

RUNNING THENCE NORTH 00 DEGREES 32 MINUTES 42 SECONDS EAST AND DEPARTING THE SOUTHERLY LINE OF LAND LOT 180 FOR A DISTANCE OF 790.00 FEET TO A POINT;

RUNNING THENCE NORTH 51 DEGREES 26 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 190.00 FEET TO A POINT;

RUNNING THENCE SOUTH 89 DEGREES 23 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 480.00 FEET TO A POINT;

RUNNING THENCE NORTH 00 DEGREES 36 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 230.00 FEET TO A POINT;

RUNNING THENCE NORTH 56 DEGREES 51 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 135.00 FEET TO A POINT;

RUNNING THENCE SOUTH 89 DEGREES 23 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 470.00 FEET TO A POINT;

RUNNING THENCE NORTH 65 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 165.00 FEET TO A POINT;

RUNNING THENCE NORTH 07 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 215.00 FEET TO A POINT;

RUNNING THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 145.00 FEET TO A POINT;

RUNNING THENCE NORTH 84 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 130.00 FEET TO A POINT;

RUNNING THENCE SOUTH 53 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 245.00 FEET TO A POINT;

RUNNING THENCE SOUTH 37 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 105.00 FEET TO A POINT;

RUNNING THENCE SOUTH 53 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 50.00 FEET TO A POINT;

RUNNING THENCE SOUTH 37 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 114.60 FEET TO A POINT;

RUNNING THENCE ALONG THE ARC OF THE CURVE TO THE LEFT 174.69 FEET (SAID ARC HAVING A CHORD DISTANCE OF 171.77 FEET ON A BEARING OF SOUTH 18 DEGREES 48 MINUTES 07 SECONDS WEST AND A RADIUS OF 275.00 FEET TO A POINT;

RUNNING THENCE SOUTH 00 DEGREES 36 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 257.23 FEET TO A POINT;

RUNNING THENCE SOUTH 00 DEGREES 36 MINUTES 15 SECONDS WEST A DISTANCE OF 383.77;

RUNNING THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 83.99 FEET (SAID ARC HAVING A CHORD DISTANCE OF 83.19 FEET ON A BEARING OF SOUTH 14 DEGREES 21 MINUTES 15 SECONDS WEST AND A RADIUS OF 175.00 FEET) TO A POINT;

RUNNING THENCE SOUTH 28 DEGREES 06 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 127.36 FEET TO A POINT;

RUNNING THENCE ALONG THE ARC OF A CURVE TO THE LEFT 83.99 FEET (SAID ARC HAVING A CHORD DISTANCE OF 83.19 FEET ON A BEARING OF SOUTH 14 DEGREES 21 MINUTES 15 SECONDS WEST AND A RADIUS OF 175.00 FEET) TO A POINT;

RUNNING THENCE SOUTH 00 DEGREES 36 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 303.80 FEET TO A POINT;

RUNNING THENCE ALONG THE ARC OF A CURVE TO THE LEFT 44.96 FEET (SAID ARC HAVING A CHORD DISTANCE OF 44.59 FEET ON A BEARING OF SOUTH 12 DEGREES 16 MINUTES 38 SECONDS EAST AND A RADIUS OF 100.00 FEET) TO A POINT;

RUNNING THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 208.45 FEET TO A POINT;

RUNNING THENCE SOUTH 08 DEGREES 29 MINUTES 05 SECONDS EAST FOR A

DISTANCE OF 168.56 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF CONNERS ROAD (60 FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING.

LESS EXCEPT FROM THE ABOVE DESCRIBED PROPERTY IS THE FOLLOWING DESCRIBED PROPERTY; being Parcels A, B, C & D:

Parcel A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 172 and 173 OF THE 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING SHOWN AS 9042 CONNERS ROAD (0.99626 ACRES) ON THAT CERTAIN PLAT OF SURVEY ENTITLED "LOT DIVISION PLAT OF AMENITY AREA FOR CONNERS ROAD, LLC", DATED DECEMBER 5, 2005, AS LAST REVISED FEBRUARY 14, 2006, PREPARED BY WATTS & BROWNING ENGINEERS, INC., V T. HAMMOND, RLS # 2554, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT AN IRON PIN FOUND (ONE INCH OPEN TOP PIPE) AT THE NORTHWESTERLY CORNER OF LAND LOT 172 (SAID LAND LOT CORNER BEING COMMON TO LAND LOTS 180, 181, 172 AND 173), running thence South 25 degrees 09 minutes 30 seconds East a distance of 76.20 feet to a point and the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING AS THUS ESTABLISHED, running thence South 25 degrees 09 minutes 30 seconds East a distance of 16.00 feet to a point; running thence South 08 degrees 29 minutes 05 seconds East a distance of 171.37 feet to a point located on the northwesterly right-of-way of Connors Road (having a 60-foot right-of-way); running thence along the northwesterly right-of-way of said Connors Road South 70 degrees 49 minutes 44 seconds West a distance of 2.94 feet to a point; running thence along the northwesterly right-of-way of said Connors Road along an arc of a curve to the right an arc distance of 63.97 feet to a point (said arc being subtended by a chord bearing South 73 degrees 03 minutes 50 seconds West a chord distance of 63.96 feet and having a radius of 820.00 feet); running thence along the northwesterly right-of-way of said Connors Road South 75 degrees 17 minutes 56 seconds West a distance of 142.34 feet to a point; running thence along the northwesterly right-of-way of said Connors Road along an arc of a curve to the left an arc distance of 6.00 feet to a point (said arc being subtended by a chord bearing South 75 degrees 02 minutes 42 seconds West a chord distance of 6.00 feet and having a radius of 677.06 feet); running thence North 15 degrees 55 minutes 01 seconds West a distance of 194.00 feet to a point; running thence North 76 degrees 32 minutes 39 seconds East a distance of 235.00 feet to a point and the TRUE POINT OF BEGINNING.

Parcel B:**Legal Description for Tract 2**

All that tract or parcel of land lying and being located in Land Lots 180 and 181 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the southwest corner of Land Lot 181, thence running South 87°46'03" East for a distance of 55.93 feet to a point, thence running North 25°09'30" West for a distance of 135.11 feet to a point, thence running curvilinearly along a curve having an arc of 44.96 feet and a chord running North 12°16'38" West for a distance of 44.59 feet to a point, thence running North 00°36'15" East for a distance of 150.34 feet to a point and the True Point of Beginning, thence running North 18°55'11" West for a distance of 28.98 feet to a point, thence running North 15°51'26" West for a distance of 62.12 feet to a point, thence running North 00°49'54" West for a distance of 60.00 feet to a point, thence running North 22°22'12" East for a distance of 37.69 feet to a point, thence running North 26°06'18" East for a distance of 223.78 feet to a point, thence running North 01°47'10" East for a distance of 85.29 feet to a point, thence running North 15°08'12" West for a distance of 83.81 feet to a point; thence running North 30°32'05" West for a distance of 87.54 feet to a point, thence running North 61°28'13" West for a distance of 26.97 feet to a point, thence running North 39°24'45" West for a distance of 87.37 feet to a point, thence running North 45°04'26" East for a distance of 25.12 feet to a point, thence running South 89°46'13" East for a distance of 144.42 feet to a point, thence running North 14°38'33" East for a distance of 4.22 feet to a point, thence running South 00°36'15" West for a distance of 172.46 feet to a point, thence running South 00°36'15" West for a distance of 48.35 feet to a point, thence running South 00°36'15" West for a distance of 78.18 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running South 14°21'15" West for a distance of 83.19 feet to a point, thence running South 28°06'15" West for a distance of 127.36 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running South 14°21'15" West for a distance of 83.19 feet to a point, thence running South 00°36'15" West for a distance of 153.47 feet to the True Point of Beginning.

Said tract contains 0.62 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

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Parcel C:

Legal Description for Tract 4

All that tract or parcel of land lying and being located in Land Lots 180 and 181 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the southwest corner of Land Lot 181, thence running South 87°46'03" East for a distance of 55.93 feet to a point, thence running North 25°09'30" West for a distance of 135.11 feet to a point, thence running curvilinearly along a curve having an arc of 44.96 feet and a chord running North 12°16'38" West for a distance of 44.59 feet to a point, thence running North 00°36'15" East for a distance of 150.34 feet to a point, thence running North 00°36'15" East for a distance of 153.47 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14°21'15" East for a distance of 83.19 feet to a point, thence running North 28°06'15" East for a distance of 127.36 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14°21'15" East for a distance of 83.19 feet to a point, thence running North 00°36'15" East for a distance of 78.18 feet to a point, thence running North 00°36'15" East for a distance of 48.35 feet to a point, thence running North 00°36'15" East for a distance of 172.46 feet to a point, thence running North 00°36'15" East for a distance of 84.78 feet to a point, thence running curvilinearly along a curve having an arc of 174.69 feet and a chord running North 18°54'16" East for a distance of 171.76 feet to the True Point of Beginning, thence running North 04°12'51" East for a distance of 67.68 feet to a point, thence running North 89°45'24" West for a distance of 127.69 feet to a point, thence running South 74°48'20" West for a distance of 51.87 feet to a point, thence running North 89°45'24" West for a distance of 113.64 feet to a point, thence running North 07°00'00" West for a distance of 159.23 feet to a point, thence running North 30°00'00" East for a distance of 145.00 feet to a point, thence running North 84°00'00" East for a distance of 130.00 feet to a point, thence running South 53°00'00" East for a distance of 245.00 feet to a point, thence running South 37°00'00" West for a distance of 105.00 feet to a point, thence running South 53°00'00" East for a distance of 50.00 feet to a point, thence running South 37°00'00" West for a distance of 113.61 feet to the True Point of Beginning.

Said tract contains 2.06 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

Parcel D:

Legal Description for Tract 5

All that tract or parcel of land lying and being located in Land Lot 180 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the southeast corner of Land Lot 180, thence running South 87°46'03" East for a distance of 55.93 feet to a point, thence running North 25°09'30" West for a distance of 135.11 feet to a point, thence running curvilinearly along a

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curve having an arc of 44.96 feet and a chord running North 12°16'38" West for a distance of 44.59 feet to a point, thence running North 00°36'15" East for a distance of 150.34 feet to a point, thence running North 00°36'15" East for a distance of 153.47 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14°21'15" East for a distance of 83.19 feet to a point, thence running North 28°06'15" East for a distance of 127.36 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14°21'15" East for a distance of 83.19 feet to a point, thence running North 00°36'15" East for a distance of 78.18 feet to a point, thence running North 00°36'15" East for a distance of 48.35 feet to a point, thence running North 00°36'15" East for a distance of 172.46 feet to a point, thence running North 00°36'15" East for a distance of 84.78 feet to a point, thence running curvilinearly along a curve having an arc of 174.69 feet and a chord running North 18°54'16" East for a distance of 171.76 feet to a point, thence running North 04°12'51" East for a distance of 67.68 feet to a point, thence running North 89°45'24" West for a distance of 127.69 feet to a point, thence running South 74°48'20" West for a distance of 51.87 feet to a point, thence running North 89°45'24" West for a distance of 113.64 feet to a point, thence running South 07°00'00" East for a distance of 55.77 feet to a point, thence running South 65°00'00" West for a distance of 16.00 feet to the True Point of Beginning, thence running South 25°00'00" East for a distance of 13.77 feet to a point, thence running South 63°49'59" West for a distance of 147.66 feet to a point, thence running South 50°40'20" West for a distance of 23.75 feet to a point, thence running North 85°20'10" West for a distance of 420.70 feet to a point, thence running South 89°23'45" East for a distance of 429.37 feet to a point, thence running North 65°00'00" East for a distance of 149.00 feet to the True Point of Beginning.

Said tract contains 0.20 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

Tract II:

Legal Description for Tract 1

All that tract or parcel of land lying and being located in Land Lots 172, 180 and 181 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the northwest corner of Land Lot 172, thence running South 87°46'03" East for a distance of 55.93 feet to a point and the True Point of Beginning, thence running North 25°09'30" West for a distance of 135.11 feet to a point, thence running curvilinearly along a curve having an arc of 44.96 feet and a chord running North 12°16'38" West for a distance of 44.59 feet to a point, thence running North 00°36'15" East for a distance of 150.34 feet to a point, thence running South 18°55'11" East for a distance of 101.32 feet to a point, thence running South 46°15'53" East for a distance of 56.28 feet to a point, thence running South 34°01'46" East for a distance of 155.37 feet to a point, thence running South 83°11'08" East for a distance of 42.87 feet to a point, thence running South 31°23'34" East for a distance of 52.16 feet to a point, thence running South 38°23'23" East for a distance of 104.56 feet to a point, thence running North 86°54'25" East for a distance of 56.28 feet to a point on the north right-of-way of Connors Road, thence running South 51°37'01" West along the north right-of-way of Connors Road for a distance of 19.14 feet to a point, thence continuing along the north right-of-way of Connors Road and running South 49°33'53" West for a distance of 93.28 feet to a point, thence continuing along the north right-of-way of Connors Road and running curvilinearly along a curve having an arc of 174.18 feet and a chord running South 53°16'20" West for a distance of 173.95 feet to a point, thence running North 08°29'05" West for a distance of 168.56 feet to a point, thence running North 25°09'30" West for a distance of 73.35 feet to the True Point of Beginning.

Said tract contains 1.33 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

Tract III:

Legal Description for Tract 3

All that tract or parcel of land lying and being located in Land Lot 181 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the southwest corner of Land Lot 181, thence running South 87°46'03" East for a distance of 55.93 feet to a point, thence running North 25°09'30" West for a distance of 135.11 feet to a point, thence running curvilinearly along a curve having an arc of 44.96 feet and a chord running North 12°16'38" West for a distance of 44.59 feet to a point, thence running North 00°36'15" East for a distance of 150.34 feet to a point, thence running North 00°36'15" East for a distance of 153.47 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14°21'15" East for a distance of 83.19 feet to a point, thence running North 28°06'15" East for a distance of 127.36 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14°21'15" East for a distance of 83.19 feet to a point, thence running North 00°36'15" East for a distance of 78.18 feet to a point, thence running North 00°36'15" East for a distance of 48.35 feet to a point, thence running North 00°36'15" East for a distance of 172.46 feet to the True Point of Beginning, thence running North 00°36'15" East for a distance of 84.78 feet to a point, thence running curvilinearly along a curve having an arc of 174.69 feet and a chord running North 18°54'16" East for a distance of 171.76 feet to a point, thence running South 04°12'51" West for a distance of 120.36 feet to a point, thence running South 30°24'19" West for a distance of 51.75 feet to a point, thence running South 14°38'33" West for a distance of 86.30 feet to the True Point of Beginning.

Said tract contains 0.13 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

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EXHIBIT "C"

BYLAWS

FOR

LIBERTY POINTE COMMUNITY ASSOCIATION, INC.

Prepared By:
Philip E. Johns
Johns & Johns, LLC
6782 West Broad Street
Douglasville, GA 30134
770-949-3400

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BYLAWS
OF
LIBERTY POINTE COMMUNITY ASSOCIATION, INC.

Article I
Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be Liberty Pointe Community Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article 2
Association Meetings, Quorum, Voting, Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

2.2 Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least twenty-five percent (25%) of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

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2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary to mail or cause to be delivered to the Lot of each member (as shown in the records of the Association as of the record date) a notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and if and to the extent required by the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, *et seq.*) or other applicable law (the "Governing Law"), the purpose(s) thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than first-class or registered mail, thirty (30) days) nor more than sixty (60) days before the meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law, notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, signed by the member, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney at the Association's principal office or at such other reasonable place as may be specified in the notice. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

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2.9 Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary of written revocation signed by the member; (c) receipt by the Secretary of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of 11 months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action Without A Formal Meeting. Any action required or permitted to be approved by the members may be approved without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed and dated by members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of members filed in the permanent records of the Association.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The

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results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3

Board of Directors: Number, Powers, Meeting

3.1 Governing Body - Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are 18 years of age or older. Except for directors appointed by the Declarant, each director must reside in the Community and be a member or the spouse of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner or Occupant of such Person's Lot.

3.2 Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of ten (10) years after the date of the recording of the Declaration; (b) the date on which all Lots planned by Declarant to be a part of the Community shall have been improved with a dwelling and conveyed to an Owner for occupancy as a residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The directors appointed by the Declarant need not be Owners or residents in the Community. The total number of Lots planned by Declarant for the Community shall initially be the number of Lots shown on the Declarant's land use plan for the development as it may be amended from time to time. Inclusion of property on the land use plan shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land use plan bar Declarant from subjecting such property to the Declaration. The final total number of Lots planned for the Community shall be the actual number of Lots shown on the recorded subdivision plats for the Community regardless of any different number of Lots shown from time to time on the land use plan. The Declarant shall notify the Association when the final subdivision plat for the Community has been recorded.

3.3 Number of Directors. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of from one to three members as determined by Declarant in writing from time to time. Thereafter, the Board shall consist of three members, who shall be elected as provided below

3.4 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

BK 2873 PG0940

3.5 Elections - Term of Office. After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting (or take action under Section 2.12 or Section 2.13 in lieu of a meeting) and the members shall elect three directors. Each Neighborhood, if any, shall elect at least one director, with the remaining director(s) to be elected at large. The members of the Board of Directors shall hold office for one year and shall continue in office until their respective successors shall have been elected and take office. At annual meetings of the membership thereafter (or pursuant to Section 2.12 or Section 2.13 in lieu of a meeting), directors shall be elected. The three candidates receiving the most votes shall be elected.

3.6 Removal of Directors. At any annual, regular or special meeting of the Association, any one or more of the members of the Board of Directors elected by the members may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors.

3.7 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors. Each Person so selected shall serve the unexpired portion of the term.

3.8 Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after the election at such time and place as the directors may conveniently assemble.

3.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that, after the right of Declarant to appoint the directors terminates, at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four days

before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least two days before the day set for the meeting.

3.11 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such.

3.14 Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.15 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.16 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

3.17 Telephonic Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.18 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, Articles, or these Bylaws directed to be done and exercised by the members. In

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addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each member to the common expenses;

(b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorization of contracts on behalf of the Association.

3.19 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The

term of any management agreement shall not exceed one year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

3.20 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent (10%) of the annual budget of the Association.

3.21 Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed;

(a) Written notice shall be delivered to the member by personal delivery at the Lot or first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect:

(2) that the violator may, within ten days from the date of the notice, request a hearing before the Board regarding the fine imposed;

(3) the name, address and telephone numbers of a person to contact to request a hearing;

(4) that any statements, evidence, and witnesses may be produced at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten days of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. Except for the display of unapproved signs, the fine shall run from the date that a decision is made by the Board at the conclusion of the hearing or such later date as the Board may determine.

Article 4
Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same Person, excepting the

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offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

4.2 Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Except for officers appointed by the Declarant, any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article 5 Committees

Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Georgia Nonprofit Corporation Code.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

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6.4 Amendment. These Bylaws may be amended by the Board of Directors with the consent of the Declarant if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Lots subject to the Declaration; (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration; or (e) comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq. In addition, these Bylaws may be amended upon the affirmative vote of at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant.

RECORDED

PAGE -12-

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Rhonda G. Payne
Clerk Superior Court
Douglas County, GA

Doc ID: 011734370002 Type: COVE
Recorded: 06/30/2020 at 11:00:00 AM
Fee Amt: \$25.00 Page 1 of 2
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
BK 3831 PG 682-683

✓ After recording, return to:
Philip E. Johns, Esq.
Johns & Johns, LLC
12451 Veterans Memorial Hwy
Douglasville, GA 30134
770-949-3400
johnslaw@comcast.net

NOTE TO CLERK: CROSS INDEX TO
DECLARATION RECORDED AT DEED
BOOK 2873, PAGE 893, DOUGLAS COUNTY,
GEORGIA RECORDS.

STATE OF GEORGIA, COUNTY OF DOUGLAS

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LIBERTY POINTE

RE: Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe, on dated June 21, 2010, filed for record June 24, 2010, and recorded in the real property records of Douglas County, Georgia, in Deed Book 2873, Page 893 (hereinafter referred to as the "Declaration").

This First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe (hereinafter referred to as this "Supplementary Declaration") is made this 24th day of June, 2020, by LIBERTY CUSTOM HOMES LLC (hereinafter referred to as "Declarant");

WHEREAS, Section 11.6 of Article 11 provides as follows:

"Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner."

and;

WHEREAS, Declarant desires to amend the Declaration as hereinafter set forth.

2

NOW THEREFORE, the undersigned Declarant does hereby amend the Declaration as follows:

1. Section 2.2 of Article 2 is amended to read as follows:

“2.2 Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof. Declarant shall have the unilateral right, privilege, and option from time to time at any time until June 24, 2030 to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Douglas County, Georgia a Supplementary Declaration describing the property being subjected. Declarant intends to annex hereto the property contained in Declarant's land plan for the development as amended from time to time which property is a portion of the property described in Exhibit "B". However, inclusion of property on Declarant's land plan or in Exhibit "B" shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land plan bar Declarant from subjecting such property to the Declaration. Any annexation shall be effective upon the filing for record of a Supplementary Declaration executed by the Declarant unless a later effective date is provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property. If any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.”

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal, this 24th day of June, 2020.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

DECLARANT:
LIBERTY CUSTOM HOMES LLC

BY: Sherrie R. Stephens (Seal)
SHERRIE R. STEPHENS, MANAGER

Brenda Jean Croft
Notary Public
My Commission Expires: 12/14/2021

(NOTARY SEAL)

SCANNED

JUL 15 2020

Tammy M. Howard, Clerk
Superior & State Court
Douglas County, GA

FILED



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Doc ID: 011396710002 Type: COVE
Recorded: 06/17/2019 at 04:50:00 PM
Fee Amt: \$14.00 Page 1 of 2
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court

SUPERIOR COURT
DOUGLAS COUNTY, GA
TAMMY M. HOWARD, CLERK

BK 3705 PG 547-548

✓ After recording, return to:
Philip E. Johns, Esq.
Johns & Johns, LLC
12451 Veterans Memorial Hwy
Douglasville, GA 30134

NOTE TO CLERK: CROSS INDEX TO
DECLARATION RECORDED AT DEED
BOOK 2873, PAGE 893, DOUGLAS COUNTY,
GEORGIA RECORDS.

**ASSIGNMENT OF DECLARANT'S RIGHTS UNDER
THE DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
LIBERTY POINTE**

This Assignment of Declarant's Rights under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe is made and entered into by FAMILY R FIRST, LLC (hereinafter referred to as "Family R First, LLC") and Benchmark Century, Inc. (hereinafter referred to as "Benchmark").

WITNESSETH:

WHEREAS, there appears of record that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Prestley Park, dated September 1, 2004, filed for record on September 21, 2004, and recorded in Deed Book 2032, Page 673 in the Office of the Clerk of the Superior Court of Douglas County, Georgia Records, as amended at Deed Book 2061, Page 342, aforesaid records (said declaration as amended being hereinafter referred to collectively as the "Declaration"); and

WHEREAS, Family R First, LLC is designated as the "Declarant" under the Declaration pursuant to Section 1.9 of Article I of the Declaration; and

WHEREAS, Family R First, LLC desires to designate Liberty Custom Homes LLC as the successor Declarant and Liberty Custom Homes LLC desires to accept such designation as provided in Section 1.9 of Article I of the Declaration.

BK 3705PG0548

NOW THEREFORE, the Family R First, LLC and Liberty Custom Homes LLC do hereby make, publish and declare as follows:

1. Family R First, LLC, being the holder of all of the rights of Declarant under the Declaration, does hereby designate Liberty Custom Homes LLC, as the successor Declarant under the Declaration and from and after the recordation of this instrument, the "Declarant" under the Declaration shall be Liberty Custom Homes LLC.

2. Liberty Custom Homes LLC does hereby accept the designation as set forth in Paragraph 1 hereof and from and after the recordation of this instrument, Liberty Custom Homes LLC shall be the sole holder of the rights of "Declarant" under the Declaration.

IN WITNESS WHEREOF, Family R First, LLC and Liberty Custom Homes LLC have hereunto caused this Assignment of Declarant's Rights under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe to be executed by a duly authorized manager and their respective seals affixed hereto, this 1st day of June, 2019.

Signed, sealed and delivered
in the presence of:

Family R First, LLC

Unofficial Witness

By: [Signature]

PAUL H. ROBINSON, III, A/K/A TREY
PAUL ROBINSON, Manager

Notary Public
My Commission Expires: 12-14-2021

Signed, sealed and delivered
in the presence of:

Liberty Custom Homes LLC

Unofficial Witness

By: [Signature]

Sherrie R. Stephens, Manager

Notary Public
My Commission Expires: 12-14-2021

SCANNED

JUN 20 2019

Tammy M. Howard, Clerk
Superior & State Court
Douglas County, GA

BK 4119 PG 342 - 343

STATE OF GEORGIA	}	Note to Clerk: Please cross index to Consent to Supplementary Declaration recorded at Deed Book 4114, Page 1020, Douglas County Registry
	}	
COUNTY OF DOUGLAS	}	

SCRIVENER’S AFFIDAVIT

Personally appeared before the undersigned officer authorized by law to administer oaths in said State and County, the undersigned states on oath as follows:

1.

Deponent is an attorney at law and an authorized signer for and on behalf of WJH LLC, a Delaware limited liability company (“WJH”). WJH executed that certain Consent to Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe, recorded at Book 4114, Page 1020, Douglas County, Georgia Clerk of Court (the “Consent to Supplementary Declaration”).

2.

The Consent to Supplementary Declaration contains a scrivener’s error in that the reference to the date of recording and recording location for the Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe filed for record on February 11, 2022, (the “Supplementary Declaration) incorrectly states the document is dated November 4, 2021, the recording date is November 10, 2021, and the recording location is Deed Book 4059, Page 415, Douglas County, Georgia Records.

3.

The Consent to Supplementary Declaration is hereby corrected, and all references to the Supplementary Declaration in the Consent to Supplementary Declaration shall mean that certain instrument dated February 11, 2022, recorded February 11, 2022, at Deed Book 4101, Page 976, Douglas County, Georgia Records.

4.

The purpose of this Affidavit is to correct the reference to the Supplementary Declaration contained in the Consent to Supplementary Declaration. The original intent of WJH was to properly reference the Supplementary Declaration in the Consent to Supplementary Declaration, and the errors referenced above

were inadvertent. This Affidavit may be relied upon by future purchasers, lenders, attorneys, and title insurance companies for the matters stated herein.

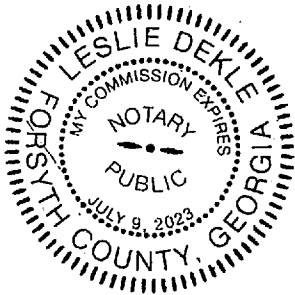
This is the 23rd day of March, 2022.

Sworn to and subscribed before the undersigned this 23rd day of March, 2022.

Mechelle Knight
Unofficial Witness

Leslie Dekle
Notary Public
My commission expires:

[Notary Seal]



Deponent: *[Signature]* (SEAL)
R. Bradley Jones
Authorized Signer for WJH LLC,
a Delaware limited liability company



Doc ID: 011396720003 Type: COVE
Recorded: 06/17/2019 at 04:50:00 PM
Fee Amt: \$16.00 Page 1 of 3
Douglas County Georgia
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BK **3705** PG **549-551**

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SUPERIOR COURT
DOUGLAS COUNTY, GA
TAMMY M. HOWARD, CLERK

After recording, return to:
Philip E. Johns, Esq.
Johns & Johns, LLC
12451 Veterans Memorial Hwy
Douglasville, GA 30134

NOTE TO CLERK: CROSS INDEX TO
DECLARATION RECORDED AT DEED
BOOK 2873, PAGE 893, DOUGLAS COUNTY,
GEORGIA RECORDS.

STATE OF GEORGIA, COUNTY OF DOUGLAS

SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LIBERTY POINTE

RE: Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe, on dated June 21, 2010, filed for record June 24, 2010, and recorded in the real property records of Douglas County, Georgia, in Deed Book 2873, Page 893 (hereinafter referred to as the "Declaration").

This Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe (hereinafter referred to as this "Supplementary Declaration") is made this 1st day of June, 2019, by LIBERTY CUSTOM HOMES LLC (hereinafter referred to as "Declarant") and WJH LLC (hereinafter referred to as "WJH");

WHEREAS, Declarant has the unilateral right to annex additional real property which is described in Exhibit "B" to said Declaration of Covenants pursuant to Section 2.1, Article 2 of said Declaration, without the consent otherwise required for annexed property;

WHEREAS, Declarant and WJH own the real property to be annexed as hereinafter set forth and WJH desires to join with Declarant in annexing said real property .

NOW THEREFORE, the undersigned Declarant and WJH do hereby submit the real property described in Exhibit "A" attached hereto to all terms and provisions of the said Declaration effective immediately upon the recordation of this Supplementary Declaration in the real property records of Douglas County, Georgia and Declarant and WJH do hereby adopt and ratify all of the provisions of the Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal, this 1st day of June, 2019.

Signed, sealed and delivered
in the presence of:

Unofficial Witness



DECLARANT:
LIBERTY CUSTOM HOMES LLC

BY: Sherrie R. Stephens, Manager
SHERRIE R. STEPHENS, MANAGER

BK3705PG0550

Signed, sealed and delivered
in the presence of:

Christina W. Winkfield
Unofficial Witness

Christi C. Bragg
Notary Public
My Commission Expires: 4-16-2022

(NOTARY SEAL)

CHRISTI C BRAGG
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 4-16-2022

WJH:
WJH LLC

BY: [Signature] (Seal)
NAME: Richard D. Taylor
Authorized Signatory

Z:\WPWIN60\WPWIN60\WPD0CS\ASSOCIAT\LIBERTY POINT\ELiberty Pointe Phase 2 Supplementary Declaration.wpd

Tammy M. Howard, Clerk
Superior & State Court
Douglas County, GA

BK 3705PG0551

Exhibit "A"

LIBERTY CUSTOM HOMES LLC LOTS:

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 99, 100 & 101, LIBERTY POINTE, PHASE 2, AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 131, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

WJH LLC LOTS:

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 25, 26, 27, 28, 29, 97, 98, 102 & 103, LIBERTY POINTE, PHASE 2, AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 131, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

SCANNED

JUN 20 2019

Tammy M. Howard, Clerk
Superior & State Court
Douglas County, GA


Doc ID: 011734380003 Type: COVE
Recorded: 06/30/2020 at 11:00:00 AM
Fee Amt: \$25.00 Page 1 of 3
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
BK **3831** PG **684-686**

✓ After recording, return to:
Philip E. Johns, Esq.
Johns & Johns, LLC
12451 Veterans Memorial Hwy
Douglasville, GA 30134
770-949-3400
johnslaw@comcast.net

NOTE TO CLERK: CROSS INDEX TO
DECLARATION RECORDED AT **DEED**
BOOK 2873, PAGE 893, DOUGLAS COUNTY,
GEORGIA RECORDS.

STATE OF GEORGIA, COUNTY OF DOUGLAS

SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LIBERTY POINTE

RE: Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe, on dated June 21, 2010, filed for record June 24, 2010, and recorded in the real property records of Douglas County, Georgia, in Deed Book 2873, Page 893 (hereinafter referred to as the "Declaration").

This Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe (hereinafter referred to as this "Supplementary Declaration") is made this 24th day of June, 2020, by LIBERTY CUSTOM HOMES LLC (hereinafter referred to as "Declarant");

WHEREAS, Declarant has the unilateral right to annex additional real property which is described in Exhibit "B" to said Declaration of Covenants pursuant to Section 2.1, Article 2 of said Declaration, without the consent otherwise required for annexed property;

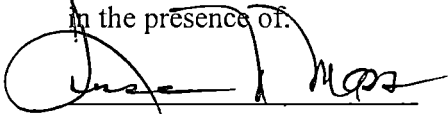
WHEREAS, Declarant owns the real property to be annexed as hereinafter set forth.

NOW THEREFORE, the undersigned Declarant does hereby submit the real property described in Exhibit "A" attached hereto to all terms and provisions of the said Declaration effective immediately upon the recordation of this Supplementary Declaration in the real property records of

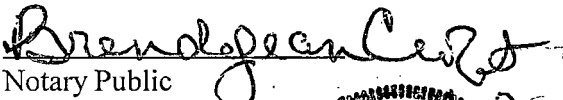
Douglas County, Georgia and Declarant does hereby adopt and ratify all of the provisions of the Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal, this 24th day of June, 2020.

Signed, sealed and delivered
in the presence of.



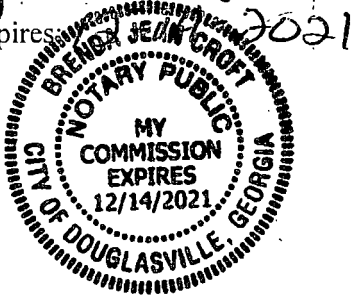
Unofficial Witness



Notary Public

My Commission Expires:

(NOTARY SEAL)



DECLARANT:
LIBERTY CUSTOM HOMES LLC

BY: Sherrie R. Stephens (Seal)
SHERRIE R. STEPHENS, MANAGER

BK 383 | PG 0686

Exhibit "A"

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180 AND LOT 181, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 119, 151, 152, 153, 154, 155, 195, 196 AND 197, LIBERTY POINTE, PHASE 3, AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 427, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

SCANNED**JUL 15 2020**

Tammy M. Howell, Clerk
Superior & State Court
Douglas County, GA



Doc ID: 012393760002 Type: COVE
Recorded: 02/11/2022 at 01:15:00 PM
Fee Amt: \$25.00 Page 1 of 2
Douglas County Georgia
ANNETTA D STEMBRIDGE Clerk Superior

BK 4101 PG 976-977

FILED

2022 FEB 11 PM 1:15

SUPERIOR/STATE COURT
DOUGLAS COUNTY, GA
ANNETTA D. STEMBRIDGE
CLERK

After recording, return to:
Philip E. Johns, Esq.
Johns & Johns, LLC
12451 Veterans Memorial Hwy
Douglasville, GA 30134

NOTE TO CLERK: CROSS INDEX TO
DECLARATION RECORDED AT DEED
BOOK 2873, PAGE 893, DOUGLAS COUNTY,
GEORGIA RECORDS.

STATE OF GEORGIA, COUNTY OF DOUGLAS

SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LIBERTY POINTE

RE: Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe,
on dated June 21, 2010, filed for record June 24, 2010, and recorded in the real property records of
Douglas County, Georgia, in Deed Book 2873, Page 893 (hereinafter referred to as the "Declaration").

This Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty
Pointe (hereinafter referred to as this "Supplementary Declaration") is made this 11th day of June, 2022, by LIBERTY
CUSTOM HOMES LLC (hereinafter referred to as "Declarant");

WHEREAS, Declarant has the unilateral right to annex additional real property which is described in Exhibit
"B" to said Declaration of Covenants pursuant to Section 2.2, Article 2 of said Declaration, without the consent otherwise
required for annexed property;

WHEREAS, Declarant owns the real property to be annexed as hereinafter set forth.

NOW THEREFORE, the undersigned Declarant does hereby submit the real property described in Exhibit
"A" attached hereto to all terms and provisions of the said Declaration effective immediately upon the recordation of this
Supplementary Declaration in the real property records of Douglas County, Georgia and Declarant does hereby adopt
and ratify all of the provisions of the Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal, this 11th day of February, 2022.

Signed, sealed and delivered
in the presence of

Quise K. Moss

Unofficial Witness

Brenda Jean Croft

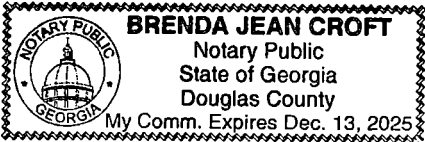
Notary Public

My Commission Expires: 12-13-25

Z:\WPWIN60\WPWIN60\WPDOCS\ASSOCIAT\LIBERTY POINTE\Liberty Pointe Phase 4 Supplementary Declaration.wpd

DECLARANT:
LIBERTY CUSTOM HOMES LLC

BY: *Sherrie R Stephens* (Seal)
SHERRIE R. STEPHENS, MANAGER



L

Exhibit "A"

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149 and 150, LIBERTY POINTE, PHASE 4, AS PER PLAT RECORDED IN PLAT BOOK 41, PAGE 270, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.



Doc ID: 012428430003 Type: COVE
Recorded: 03/15/2022 at 01:15:00 PM
Fee Amt: \$25.00 Page 1 of 3
Douglas County Georgia
ANNETTA D STEMBRIDGE Clerk Superior
BK 4114 PG 1020-1022

FILED

2022 MAR 15 PM 1:15

SUPERIOR/STATE COURT
DOUGLAS COUNTY, GA
ANNETTA D. STEMBRIDGE
CLERK

✓ After recording, return to:
Philip E. Johns, Esq.
Johns & Johns, LLC
12451 Veterans Memorial Hwy
Douglasville, GA 30134

NOTE TO CLERK: CROSS INDEX TO
DECLARATION RECORDED AT DEED
BOOK 2873, PAGE 893, DOUGLAS COUNTY,
GEORGIA RECORDS AND TO SUPPLEMENTARY.
DECLARATION RECORDED AT DEED
BOOK 4101, PAGE 976, DOUGLAS COUNTY,
GEORGIA RECORDS

STATE OF GEORGIA, COUNTY OF DOUGLAS

CONSENT
TO
SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LIBERTY POINTE

RE: Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe, on dated June 21, 2010, filed for record June 24, 2010, and recorded in the real property records of Douglas County, Georgia, in Deed Book 2873, Page 893 (hereinafter referred to as the "Declaration") as affected by that certain Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe filed by Liberty Custom Homes LLC to WJH LLC, dated 11/4/2021, filed for record on 11/10/2021, and recorded in Deed Book 4059, Page 415, Douglas County, Georgia Records.

This Consent to Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe (hereinafter referred to as this "Supplementary Declaration") is made this ____ day of March, 2022, by WJH LLC (hereinafter referred to as "WJH");

WHEREAS, Liberty Custom Homes LLC filed that certain Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe filed by Liberty Custom Homes LLC to WJH LLC, dated 11/4/2021, filed for record on 11/10/2021, and recorded in Deed Book 4059, Page 415, Douglas County, Georgia Records submitting the real property described in Exhibit "A" attached hereto (hereinafter referred to as the "Phase 4 Property") to all terms and provisions of the said Declaration; and

WHEREAS, WJH had previously acquired the Phase 4 Property pursuant to that certain Warranty Deed from Liberty Custom Homes LLC to WJH LLC, dated 11/4/2021, filed for record on 11/10/2021, and recorded in Deed Book 4059, Page 415, Douglas County, Georgia Records; and

WHEREAS, WJH desires to consent to the submission of the Phase 4 Property to the provisions of the Declaration.

NOW THEREFORE, the WJH does hereby consent to the submission of the Phase 4 Property to the provisions of the Declaration as evidenced by that certain Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Liberty Pointe filed by Liberty Custom Homes LLC to WJH LLC, dated 11/4/2021, filed for record on 11/10/2021, and recorded in Deed Book 4059, Page 415, Douglas County, Georgia Records and WJH does hereby submit the Phase 4 Property to all terms and provisions of the said Declaration effective

immediately upon the recordation of this Consent in the real property records of Douglas County, Georgia and WJH does hereby adopt and ratify all of the provisions of the Declaration.

IN WITNESS WHEREOF, WJH has hereunto set its hand and seal, this 17th day of March, 2022.

Signed, sealed and delivered
in the presence of:

Bonita William

Unofficial Witness

Bonita William

Notary Public

My Commission Expires: 10/1/24

Z:\WPWIN60\WPWIN60\WPDOCS\ASSOCIAT\LIBERTY POINTE\Consent to Liberty Pointe Phase 4 Supplementary Declaration.wpd

WJH LLC, a Delaware limited liability company

BY: Matthew Williams (Seal)

Name: MATTHEW WILLIAMS

Title: EXEC UT OF OPERATIONS

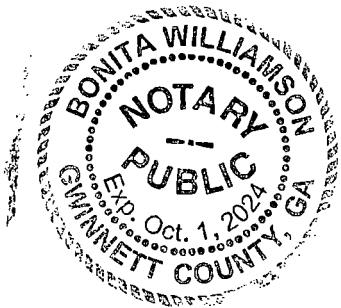


Exhibit "A"

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 180, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING LOTS 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149 and 150, LIBERTY POINTE, PHASE 4, AS PER PLAT RECORDED IN PLAT BOOK 41, PAGE 270, DOUGLAS COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Structural Inspection- 315 Main Street, Villa Rica, GA 30180

AGENDA DATE: 7/11/2023

DATE PREPARED: June 29th, 2023

PREPARED BY: Nic Griffin-Tracy Jarvis

AMOUNT: \$1,750

GL ACCOUNT #: 100-7400-521200

FUNDING SOURCE: Community Development- Professional Services

BUDGETED ITEM? No

PURPOSE: To access this building's structural integrity and condition.

BACKGROUND:

This building is located directly adjacent to the City owned, Prospector park. This parks address is 325 Main street, Villa Rica, GA 30180.

This building appears to have experienced severe structural damage. The damage seems to give City Staff major concern with the stability, structural integrity, and condition of the frame work that is vital to the roofing system and beam structure.

STAFF RECOMMENDATION:

As per directed by the City Manager, City staff has sought out an engineering service to perform this work. After visual inspection of the building, staff recommends engaging a third party engineering service to perform a structural inspection of the building. This information from a third party company will give more insight and information to City staff. This information will assist City staff in any future recommendations or enforcement regarding the safety of this structure. This report would include a two stage process. The first stage would be an initial review of the quality and completion of the current building. The second stage of the process includes a review of the findings by a licensed, practicing engineer to ensure the report is accurate and correct. Once the review is completed, the report will be signed and sealed by a qualified engineer.

IMPACT:

This engineered report will provide all necessary documents found during the inspection including but not limited to; photos of the building/areas of concern, measurements, and detailed information regarding the current condition of the building. The draft that the City would receive will include the Engineer's professional recommendation and/or concerns on the items that need to be addressed for the safety and integrity of the structure and/or any present/future occupants.

MOTION: I move to authorize the City Manager to engage with Texas Structural Engineers to perform a structural inspection of 315 Main Street, Villa Rica, GA 30180, for the amount not to exceed \$1,750.00.

INVOICE

Texas Structural Engineers LLC
7505 Fannin St., Suite 440, Houston, TX 77054
Texas Structural Engineers LLC is a member of
Qnigig's Professional Community

Order Date: Monday, June 26, 2023
Order Number: 17769

LIMITED SERVICE PROPOSAL

Client Name:	Tracy Jarvis	Order Number:	17769
Order Address:	315 Main St, Villa Rica, GA 30180	Order Start Date:	
		Order Status:	Proposal

Basic Structural Inspection Service Under Limited Terms and Conditions

Basic structural inspection - One story commercial building used to be as a shop
About 1200 sqft - some structural issues

This is your unique proposal and order link. In this form, We will guide you through the steps such as: Project Review, Signing the Agreement and agreeing to the terms - Making payments (unless you are paying via cash or check payment on site BEFORE the work starts), seeing progress, and downloading your final report.

Our service includes a site visit by one of our team members to inspect and investigate the issue of concern on-site and collect adequate information related to the subject of interest before we can issue a formal report. The inspection results are typically provided in a written report on our company letterhead, signed and sealed by a licensed professional engineer. The report summarizes the findings, including any areas of concern and technical recommendations for further action. An inspection service does not commonly include any plans and blueprints. Please contact us to update your proposal if you need any plans or blueprints. Please make sure to call and schedule your appointment after you sign the contract and make a payment. Payments are due prior to our engineer's arrival or onsite before the inspection starts. Please note unless you ask for a Rush Order, your written report can take 5-7 business days to be issued. Rush orders include a rush fee. It is Your responsibility to provide a safe work environment and provide safe access to the job site. Please ensure the inspection address is correct or we will assess a non-refundable fee of \$120 as an additional trip charge. The inspection typically takes about 1 hour but can take less or more depending on the details. Please allow a one-hour arrival window for our engineer and ensure someone over the age of 18 is present to help with the inspection process. Our team members do their best to arrive on time. Still, because of possible delays on the road or departure from previous appointments, there is always a possibility of arriving later than the scheduled time. We appreciate your business.

PAYMENT INFORMATION

Project fee:	\$1,750.00
Total paid:	\$0.00
Balance:	\$1,750.00

SERVICES

Structural and Foundation Inspection

The structural and foundation inspection of a structure includes a visual inspection of the exterior and interior walls, foundations of all kinds, and roof framing. This includes entering into crawlspace foundations in order to verify the integrity of foundations. This inspection also includes taking measurements to check the elevation differences throughout the home to check for foundation settlement. This service does not automatically include providing signed and sealed reports or blueprints and may only involve the building inspection and verbal communication with the client. However, this service is typically combined with preparing a signed and sealed document (blueprints or engineering reports should be mentioned explicitly in the proposal when necessary). In that case, this inspection will be essential in collecting information before the blueprint or the report can be provided. A client may request this service to address a specific concern with the buildings structural system and not the complete integrity of the structure and its foundation, under which case, the inspection will only focus on the area of concern. This item includes one inspection of the site, should additional inspections be required, the client will be charged for additional visits.

Texas Structural Engineers LLC
7505 Fannin St., Suite 440, Houston, TX 77054
Texas Structural Engineers LLC is a member of
QuiGig's Professional Community

LIMITED SERVICE PROPOSAL

This is the initial draft of the structural engineering report written by the trained engineer who inspected the structure or items within a structure. The report includes all necessary documents found during the inspection such as, photos, measurements and detailed information. In addition, the initial draft will include the engineer's professional recommendations and/or concerns on items that need to be addressed for the safety and integrity of the structure and its occupants. This draft will then be sent to other engineers within the company for review before the final version is created.

The review includes a two stage peer review of structural inspection reports by qualified engineers within the company. The first stage involves a review of the quality and completion to the standards of practicing engineers. The second stage of review is completed by a licensed practicing engineer to ensure the report is accurate and fundamentally correct. Once the licensed engineer approves of the report they will sign and seal the report for delivery. This item includes the review of one document, should additional reviews for be required, the client will be charged for additional reviews. This includes additional reviews of the same document, or additional reviews of different documents.

Step 1 Please sign your order to get started. You may sign your order by clicking on the button here. You will be prompted to sign your name and enter a validation code sent to you by email and/or phone.	Price	Paid
Step 2 Please make your payment online now or by cash or check when our engineer visits your property. Payments are due by the start time of your inspection appointment.		
Step 3 Please call us to book your inspection appointment. Now that you have signed your contract, please call us to schedule your appointment. If you signed your contract while on the phone with us, please ask your engineer or customer service agent to help you book this inspection appointment.	\$1,750.00	
Step 4 Our team member should visit your property at your scheduled time for your structural inspection. He needs access to the structure as necessary.		
Step 5 After the completion of the inspection, our engineers will draft your report		
Step 6 After the report draft is ready, it will go through our final internal audit and approval process to be ready for your download here.		
Total	\$1,750.00	\$0.00
Balance		\$1,750.00

INVOICE

Texas Structural Engineers LLC
7505 Fannin St., Suite 440, Houston, TX 77054
Texas Structural Engineers LLC is a member of
QuiGig's Professional Community

Order Date: Monday, June 26, 2023
Order Number: 17769

LIMITED SERVICE PROPOSAL

Approval

Tracy Jarvis
(470) 606-6794
(the IP address at the time of signature is available in our records)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment of Two New Members to the Downtown Development Authority (DDA)

AGENDA DATE: July 11, 2023

DATE PREPARED: June 19, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: To appoint two new members to the Downtown Development Authority (DDA).

BACKGROUND: The Downtown Development Authority currently has two vacancies. After advertising the vacancies, staff received applications from Michael Rickman and Barbara Daniell. Michael Rickman owns Rickman Architecture and Design located at 224 West Montgomery Street in downtown Villa Rica and serves on the Main Street Economic Vitality Committee. Barbara Daniel is a city resident and was employed by the City of Villa Rica as the Main Street Manager, Tourism Manager and City Clerk. The DDA met in May and are in consensus with the appointment of Michael Rickman and Barbara Daniell to the board.

Downtown development authorities are used in cities throughout the state as a mechanism to revitalize and redevelop municipal central business districts. The authority is a seven-member board appointed by the City Council to serve staggered four-year terms.

STAFF RECOMMENDATION: Staff recommends the appointment of Michael Rickman and Barbara Daniell to the Downtown Development Authority both serving a four-year term, 07/01/2023-06/30/2027.

IMPACT: A full DDA board comprising of qualified members who love the downtown and want a working board can bring fresh perspectives, expertise, and enthusiasm to downtown revitalization efforts. Their collective efforts can lead to economic growth, improved infrastructure, increased community engagement, and a vibrant downtown area that attracts residents, businesses, and visitors alike.

MOTION: Move to approve the appointment of Michael Rickman and Barbara Daniell to the Downtown Development Authority both with a four-year term, 07/01/2023 – 06/30/2027.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Michael Rickman

Occupation: Architect Employer: RAD

Home Address: 108 Windsor Path City: Villa Rica Zip: Ga

Home Phone: () Home E-Mail:

Work Phone: () Work E-Mail: mr@radga.com

Cell Phone: (770) 365 1967 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable)

Rickman Architecture + Design, RAD - 224 West Montgomery St Villa Rica GA 30180

Villa Rica

a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Development Authority

b) How long have you been a resident of the City of Villa Rica? 35 Years ____ Months

c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☒ Yes ☐ No If yes, please explain:

RAD (my company) has done work for the city in terms of architectural support and will continue to do so unless there is a conflict of interest between that work and the DDA. I would not be able to bid on any jobs that the City/DDA would do but could step down from DDA at that point if interested in bidding the project.

h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☒ Yes ☐ No If yes, please explain:

RAD (my company) has done work for the city in terms of architectural support and will continue to do so unless there is a conflict of interest between that work and the DDA. I would not be able to bid on any jobs that the City/DDA would do but could step down from DDA at that point if interested in bidding the project.

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I have lived here all my life, and now own/operate a business downtown and raising a family. Eager to step in and help Villa Rica grow into a flourishing, vibrant community not only for my family but for families of Villa Rica. I want to see our town develop into something enriching and valuable to local residents.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☒ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.


Signature

Michael Rickman
Printed Name

05/19/2023
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Barbara Daniell

Occupation: Retired! Employer: Welcome Home

Home Address: 611 Magnolia St City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: bdaniell65@outlook.com

Work Phone: () Work E-Mail: _____

Cell Phone: (678) 850-0788 Preferred E-Mail: ☐ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

- a) Which Board(s) or Commission(s) do you wish to be appointed to? DDA
- b) How long have you been a resident of the City of Villa Rica? 58 Years ___ Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances ~~that~~ would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you ~~or~~ your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

My heart is in downtown - I worked
for city & got the approval for Main Street
& worked with all facets with downtown.

j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Main Street
Historic Preservation

APPLICANT STATEMENT

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Barbara Daniel
Signature

Barbara Daniel
Printed Name

5/10/2023
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Reappointment of Michael Young to the Downtown Development Authority (DDA)

AGENDA DATE: July 11, 2023

DATE PREPARED: June 19, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: To reappoint Michael Young to the Downtown Development Authority (DDA).

BACKGROUND: Michael Young's term with the DDA will expire on June 30, 2023, and he has expressed interest in being reappointed. The DDA members met in June and are in consensus with Michael Young serving another term. He has served on the DDA since January 2019 and on other city boards and on the city council. Reappointing Michael Young to the DDA would provide continuity and stability to the organization. His institutional knowledge, strategic thinking, and passion for downtown development make him an invaluable asset.

Downtown development authorities are used in cities throughout the state as a mechanism to revitalize and redevelop municipal central business districts. The authority is a seven-member board appointed by the City Council to serve staggered four-year terms.

STAFF RECOMMENDATION: Staff recommends the reappointment of Michael Young to the Downtown Development Authority to serve a four-year term, 07/01/2023 – 06/30/2027.

IMPACT: With his reappointment, the DDA can continue to build upon its past successes and pursue new opportunities, driving further economic growth, enhancing quality of life, and transforming the downtown area into a thriving hub of activity.

MOTION: Move to approve the reappointment of Michael Young to the Downtown Development Authority to serve a four-year term, 07/01/2023 – 06/30/2027.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Michael Young

Occupation: Travel Planner Employer: Wishdrawals Travel

Home Address: 9634 Coastal Pointe Drive City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: young5410@comcast.net

Work Phone: () Work E-Mail:

Cell Phone: (678) 787-0398 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) NA

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Development Authority
- b) How long have you been a resident of the City of Villa Rica? 22 Years Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☒ Yes ☐ No If yes, please explain:
- _____
- _____
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- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I have been involved as a volunteer with the City for many years. A key part of keeping Villa Rica a great place to

live is revitalizing the Downtown Area into a destination our citizens will want to visit often.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Planning & Zoning. Already on Recreation Advisory Commission and Villa Rica Housing Authority.

APPLICANT STATEMENT

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Signature

Michael R. Young
Printed Name

June 19, 2023
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

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Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212

COMMERCIAL PROPOSAL

Presented by:

Mallory Agency
207 North Lewis Street
Lagrange GA 30240
Phone: (706) 884-3339
Fax: (706) 884-8039

Created especially for:

City of Villa Rica
571 West Bankhead Highway
Villa Rica GA 30180
Phone: (678) 840-1223

6/21/2023



Workers Compensation

This coverage agreement obligates the insurer to pay all compensation and other benefits required of the insured by the workers compensation law or occupational disease law of any state listed in the policy. The coverage applies to bodily injury by accident and by disease.

Coverage (A) shows no dollar limit for the benefits provided since any applicable limits would be those established within the law. Benefits under coverage (A) are paid to the employee without regard to fault.

Employers Liability

This coverage protects employers for their legal liability for bodily injury by accident or disease to an employee arising out of and in the course of the employee's employment when not covered under the workers compensation law. Before benefits are paid under this coverage, the employee must prove the employer is liable for the injury.

Bodily Injury by Accident

This amount is the most an insurer will pay under coverage (B) for all claims arising from any one accident, regardless of how many employees are involved in the accident. The standard limit is \$100,000 for any one accident, which can be increased.

Bodily Injury by Disease (Policy Limit)

This is the aggregate limit the insurer will pay under coverage (B) for all claims sustaining bodily injury by disease during the policy period. The standard policy limit is \$500,000, which can be increased.

Bodily Injury by Disease (Each Employee)

This amount is the most an insurer will pay under coverage (B) for damages due to bodily injury by disease to any one employee. The standard limit of liability for each employee is \$100,000, which can be increased.

Other States Insurance

This provides workers compensation coverages if the insured expands operations into other states not declared at the time the policy is issued or renewed. If the insured elects this coverage and operations begin in a state listed in other states, the insurer provides the same coverage as if the state was declared in the policy at the time of policy issuance.

Voluntary Compensation Endorsement

Workers compensation laws of most states exempt some type of employment from workers compensation benefits. This endorsement amends the standard policy to provide coverage for employees with exempted occupations from the workers compensation act. When the endorsement is added it does not make employees subject to the workers compensation law



United States Longshore & Harbor Workers Act Endorsement (USL&HWA)

This is a federal act which is similar to the state workers compensation act. The federal act was designed to provide workers compensation benefits to employees who work in maritime employment upon the navigable waters of the United States and who are usually considered outside the scope of state workers compensation laws. When the USL&HWA endorsement is added to the standard policy it applies to work done in the states scheduled on the policy and extends the definition of the workers compensation law to include the USL&HWCA.

Executive Officers, Partners Exclusion Endorsement

In some states, workers compensation law allows an insured to include or exclude Executive Officers and Partners, or both, from coverage. Adding this endorsement can designate the individuals not covered under the policy.

Experience Modification

This is a factor that deals with the rating of the policy. The Experience Modification figure is insured's loss experience. The factor is used to increase or decrease the manual rates of insurance.

Monopolistic States

There are six states that require all workers compensation insurance to be placed with their state fund. No private insurer is allowed to write Workers Compensation Coverage in the six states. The states are: Nevada, North Dakota, Ohio, Washington, Wyoming and West Virginia.



Workers Compensation Limits

Issuing Company: BITCO Insurance Co.
Policy Term: 6/30/2023 - 6/30/2024

Employers Liability – Bodily Injury by Accident (Each Accident)	\$1,000,000
Employers Liability – Bodily Injury by Disease (Policy Limit)	\$1,000,000
Employers Liability – Bodily Injury by Disease (Each Employee)	\$1,000,000
Workers Compensation Employee Benefits	As Required by Law for Covered States

Classifications

State	Loc	Class Code	Description	Estimated Annual Remuneration
GA	1	7380	Drivers NOC	\$52,703.00
GA	1	9102	Park NOC	\$277,425.00
GA	1	9402	Public Works	\$986,030.00
GA	1	9403	Garbage Collection	\$194,316.00
GA	1	9410	Municipal Empl NOC	\$599,325.00
GA	1	9063	YMCA, YWCA	\$57,470.00
GA	1	7520	Water Utility	\$910,679.00
GA	1	7580	Sewage Disposal	\$476,435.00
GA	1	7720	Police Officers	\$77,758.00
GA	1	8380	Auto Service/Shop	\$154,253.00
GA	1	8742	City Administrator	\$446,488.00
GA	1	8810	Clerical	\$1,876,426.00
GA	1	9015	Bldg Maintenance	\$282,904.00
GA	1	9101	School - All other	\$119,632.00



Experience Modification

A modification is applied based on the loss experience for the past four (4) years. The Experience Modification used in preparing this proposal is: .90 compared to .82 prior term

Notes:

- Rates on all classes are down significantly
- Bitco has maintained their .82 scheduled credit off their standard rates
- Premium based on the same payrolls from prior term is down from \$170,531.00 to \$158,382.00. The prior term premium will be audited. The \$170,531 is based on projected payrolls provided for the 6/30/22 to 6/30/23 policy term.

2023 -2024 Service Plan of Action

- 6/23/2023 – Meet with Bitco Loss Control to schedule and outline quarterly training for departments.
- Monthly review of open claims & discuss with Lena and the team.
- Set up training for the year – combined with onsite and virtual. To be conducted by Mallory and Bitco
- Develop Employee Recognition Program
- Review and revise Policies and Procedures/Safety Manual



PO BOX 1209
Lagrange, GA 30241
Phone: (706) 884-3339

Invoice # 233		Page 1 of 1
Account Number		Date
VILLRIC-01		7/3/2023
Balance Due On		
7/17/2023		
Amount Paid		Amount Due
		\$154,881.00

City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Worker's Compensation	Policy Number: WC3731966	Effective: 6/30/2023 to 6/30/2024
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Item #	Trans Eff Date	Due DateTrans	Description	Amount
6618	6/30/2023	7/17/2023 RENB	Renewal of Worker's Compensation Effective 6/30/2023	\$154,881.00

Total Invoice Balance: \$154,881.00

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

City of Villa Rica - WC Comparison

Class Code	Description	2019 / 2020			2020/2021			2021/2022		
		Actual			Actual			Projected		
		Rate	Payroll	Premium	Rate	Payroll	Premium	Rate	Payroll	Premium
7380	Drivers	7.1	\$ 37,175.00	\$ 2,639.00	6.91	\$ 40,908.00	\$ 2,827.00	6.77	\$ 37,175.00	\$ 2,517.00
7520	Waterworks	4.42	\$ 716,323.00	\$ 31,661.00	4.25	\$ 775,731.00	\$ 32,969.00	4.00	\$ 716,323.00	\$ 28,653.00
7580	Sewage Disposal Plant	4.59	\$ 431,196.00	\$ 19,792.00	4.16	\$ 357,803.00	\$ 14,885.00	4.23	\$ 431,196.00	\$ 18,240.00
7720	Police Officers	4.15	\$ 2,400,583.00	\$ 99,624.00	4.25	\$ 2,439,784.00	\$ 103,691.00	4	\$ 2,400,583.00	\$ 96,023.00
8380	Auto Mechanics/Shop	4.32	\$ -	\$ -	3.98	\$ -	\$ -	3.85	\$ -	\$ -
8742	City Administrator	0.4	\$ 387,437.00	\$ 1,550.00	0.33	\$ 19,954.00	\$ 66.00	0.33	\$ 387,437.00	\$ 1,279.00
8810	Clerical Office	0.2	\$ 1,599,316.00	\$ 3,199.00	0.17	\$ 1,868,527.00	\$ 3,176.00	0.16	\$ 1,599,316.00	\$ 2,559.00
9015	Building/Prop Management	5.58	\$ 174,429.00	\$ 9,733.00	5.45	\$ 157,438.00	\$ 8,580.00	5.19	\$ 174,429.00	\$ 9,053.00
9063	YMCA, YWCA, YMHA or YWHA, Institution - All Employees & Clerical	1.39	\$ 52,678.00	\$ 732.00	1.35	\$ -	\$ -	1.34	\$ 52,678.00	\$ 706.00
9101	School - All Other	6.5	\$ 106,602.00	\$ 6,929.00	5.92	\$ 102,137.00	\$ 6,047.00	5.73	\$ 106,602.00	\$ 6,108.00
9102	Lawn Maintenance	6.06	\$ 227,216.00	\$ 13,769.00	5.67	\$ 205,281.00	\$ 11,639.00	5.41	\$ 227,216.00	\$ 12,292.00
9402	Public Works	11.16	\$ 560,144.00	\$ 62,512.00	11.16	\$ 638,795.00	\$ 71,290.00	9.92	\$ 560,144.00	\$ 55,566.00
9403	Garbage Refuse/Collecting	14.15	\$ 195,647.00	\$ 27,684.00	13.59	\$ 182,505.00	\$ 24,802.00	12.76	\$ 195,647.00	\$ 24,965.00
9410	City Employees NOC	6.55	\$ 588,457.00	\$ 38,544.00	5.29	\$ 682,200.00	\$ 36,088.00	4.98	\$ 588,457.00	\$ 29,305.00
Total Payrolls			\$ 7,477,203.00			\$ 7,471,063.00			\$ 7,477,203.00	
Manual Premium				\$ 318,368.00			\$316,060.00			\$287,266.00
Increased Limits				\$3,502.00			\$3,477.00			\$3,160.00
Deductible	(\$2,500 Ded)	0.967		(\$9,551.00)	0.968		(\$10,114.00)			(\$10,054.00)
Sch Credit		0.75		(\$85,888.00)	0.74		(\$77,232.00)			(\$67,794.00)
Drug Free Credit				(\$19,325.00)	7.50%		(\$16,486.00)			(\$14,471.00)
Premium Disc.				(\$27,886.00)			(\$23,383.00)			(\$20,168.00)
Expense Constant				\$140.00			\$140.00			\$140.00
Terrorism				\$2,168.00			\$2,166.00			\$2,243.00
Exp Mod		1.1		\$31,232.00	0.96		(\$12,377.00)	0.93		(\$19,626.00)
Total				\$212,760.00			\$182,251.00			\$160,696.00

City of Villa Rica - WC Comparison

City of Villa Rica - WC Comparison

2022/2023 Projected			2023/2024 Projected		
Rate	Payroll	Premium	Rate	Payroll	Premium
6.69	\$ 52,703.04	\$ 3,526.00	5.92	\$ 53,716.00	\$ 3,180.00
3.57	\$ 910,678.54	\$ 32,511.00	3.10	\$ 550,196.00	\$ 17,056.00
3.71	\$ 476,435.48	\$ 17,676.00	3.08	\$ 465,977.00	\$ 14,352.00
3.38	\$ 2,672,098.08	\$ 90,317.00	2.91	\$ 2,585,016.00	\$ 75,224.00
3.36	\$ 154,252.80	\$ 5,183.00	2.94	\$ 143,312.00	\$ 4,213.00
0.31	\$ 446,487.70	\$ 1,384.00	0.27	\$ 446,488.00	\$ 1,206.00
0.14	\$ 1,876,426.40	\$ 2,627.00	0.12	\$ 2,498,935.00	\$ 2,999.00
4.39	\$ 282,903.92	\$ 12,419.00	3.83	\$ 244,213.00	\$ 9,353.00
1.13	\$ 57,469.88	\$ 649.00	0.99	\$ 57,470.00	\$ 569.00
4.54	\$ 119,631.62	\$ 5,431.00	3.81	\$ 330,940.00	\$ 12,609.00
4.3	\$ 277,424.73	\$ 11,929.00	3.78	\$ 277,425.00	\$ 10,487.00
8.39	\$ 986,029.87	\$ 82,728.00	6.7	\$ 1,203,180.00	\$ 80,613.00
11	\$ 194,315.68	\$ 21,375.00	9.31	\$ 160,930.00	\$ 14,983.00
4.16	\$ 599,324.86	\$ 24,932.00	3.69	\$ 229,538.00	\$ 8,470.00
	\$ 9,106,182.60			\$ 9,247,336.00	
		\$312,687.00			\$255,314.00
		\$3,440.00			\$2,808.00
0.962		(\$11,882.00)		0.972	(\$7,149.00)
0.82		(\$44,907.00)		0.82	(\$40,658.00)
7.50%		(\$15,343.00)			(\$13,891.00)
0.886		(\$21,572.00)		0.887	(\$19,360.00)
		\$140.00			\$140.00
		\$2,732.00			\$2,774.00
0.82		(\$54,764.00)	0.90		(\$25,097.00)
		\$170,531.00			\$154,881.00



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve Workers Compensation Renewal
AGENDA DATE: 7-3-2023

DATE PREPARED: 7-3-2023
PREPARED BY: Tiffany Jenkins

AMOUNT: \$154,881
GL ACCOUNT #: Workers Comp Line Item – All Departments
FUNDING SOURCE: Various Funds, Personnel Expenses
BUDGETED ITEM? Yes

PURPOSE: To approve a workers compensation renewal with Bitco.

BACKGROUND: I have provided a summary for the current year which lists our coverage limits, payrolls used for rating, information on pricing and comparison to the previous year. This clearly shows Bitco has reduced our rates significantly. Right now, most carriers are shying away from accounts with a full police force, but Bitco is still one of the leading carriers determined to write the business and work with us to keep us safe. As you can see, per the renewal summary spreadsheet, though our payroll has increased significantly, our premiums have consistently dropped.

2022/23		2023/24
Expiring class/rate		Upcoming rate
7380	6.69	5.92
7520	3.57	3.10
7580	3.71	3.08
7720	3.38	2.91
8380	3.36	2.94
8742	0.31	0.27
8810	0.14	0.12
9015	4.39	3.83
9063	1.13	0.99
9101	4.54	3.81
9102	4.3	3.78
9402	8.39	6.7
9403	11	9.31
9410	4.16	3.69

Even with the increase in payroll our overall premium and rates are down from \$170,531.00 to \$154,881. With a savings of \$15,650.

STAFF RECOMMENDATION: Approval.

IMPACT: Bitco has reduced our premiums at a steady rate and is willing to underwrite us though we have departments that are considered hazardous.

MOTION: I move to approve the workers compensation renewal with Bitco for the period of June 30, 2023-June 30, 2024, for an amount not to exceed \$154,881.



CITY OF VILLA RICA

City Council Packet

SUBJECT: July is Parks and Recreation Month
CITY COUNCIL AGENDA DATE: July 11, 2023

DATE: June 28, 2023
PREPARED BY: Tracie Ivey, Recreation Director

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: Presentation of a Proclamation supporting the City's participation in the National Recreation and Park Association's "Park and Recreation Month" to showcase and celebrate the city and the many services it provides. This year's theme is "Where Community Grows".

BACKGROUND: Park and Recreation Month is an annual initiative of the National Recreation and Park Association. Since 1985, people in the United States have celebrated Park and Recreation Month in July to promote building strong, healthy and robust communities through the power of parks and recreation, and to recognize the more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — that maintain our country's local, state and community parks. The Department hosts different activities throughout the month highlighting and educating the public on the services we provide.

STAFF RECOMMENDATION: Proclaim that July 2023 is Parks and Recreation Month in the City of Villa Rica.

MOTION: I move to proclaim that July 2023 is Parks and Recreation Month in the City of Villa Rica.

PROCLAMATION

WHEREAS: Parks and recreation programs are an integral part of communities throughout this country, including the City of *Villa Rica*.

WHEREAS: Our parks and recreation programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region.

WHEREAS: Parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens.

WHEREAS: Parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction.

WHEREAS: Parks and recreation areas are fundamental to the environmental well-being of our community.

WHEREAS: Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife.

WHEREAS: Our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors.

WHEREAS: The U.S. House of Representatives has designated July as Parks and Recreation Month.

WHEREAS: The City of *Villa Rica* recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, be it resolved that July 2023 be designated as Park and Recreation Month in the City of Villa Rica.

Mayor Gil McDougal

Ward 3 Leslie McPherson

Ward 1 Shirley Marchman

Ward 4 Anna McCoy

Ward 2 Matthew Momtahan

Ward 5 Danny Carter



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Commission Appointment
AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A

PURPOSE: To fill a vacancy of the Villa Rica Recreation Advisory Commission.

BACKGROUND: The Villa Rica Recreation Advisory Commission has a vacancy we have a candidate that we would like to appoint at this time to fill the vacant position.

STAFF RECOMMENDATION: Staff recommends Sharon Gianuzzi be added to the Villa Rica Recreation Advisory Board to fill this vacancy.

IMPACT: To fill vacancy

MOTION: I move to approve Sharon Gianuzzi as board member to the Villa Rica Recreation Advisory Commission for the term January 1, 2023 – December 31, 2026.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: MRS. SHARDON GIANUZZI

Occupation: PRIVATE MUSIC TEACHER Employer: SELF

Home Address: 201 MILFORD PI. City: Villa Rica, GA Zip: 30180

Home Phone: (678) 642-9483 Home E-Mail: Shaylee17@aol.com

Work Phone: Work E-Mail: same as home

↓
Cell Phone: (678) 642-9483 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

- a) Which Board(s) or Commission(s) do you wish to be appointed to? The Recreation Advisory Committee
- b) How long have you been a resident of the City of Villa Rica? 3 Years 6 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

I am actively involved in the Villa Rica Pickleball Association and need to advocate for dedicated courts in VR for this FAST growing & popular sport. I also am passionate about creating recreational opportunities for everyone - from children through

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☒ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

Sharon B. Gianuzzi
Signature

Sharon B. Gianuzzi
Printed Name

6/8/23
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

City of Villa Rica

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2 FLOCK Cameras
AGENDA DATE: 07/11/2023

DATE PREPARED: 06/16/2023
PREPARED BY: Captain Keith Shaddix

AMOUNT: \$6,150.00
GL ACCOUNT #: 350-3210-542500
FUNDING SOURCE: General Fund (funds transferred from Training Fund)
BUDGETED ITEM? No
PUBLIC HEARING:

PURPOSE: Purchase of 2 FLOCK Cameras

BACKGROUND: The city currently has 10 FLOCK Cameras in use. We can lock in the yearly price of \$2,500.00 per camera now however if we wait that price will increase to \$3000.00 per year for each camera. The initial cost for these two cameras is \$6,150.00 (\$2,500 plus \$650 installation fee, and \$3,000 for portable camera with no installation fee). These cameras have a yearly cost of \$5,500.00 per year starting next year. If the cameras are ordered after 08/18/23 the cost of the cameras will increase as well as the yearly maintenance fees. This purchase would include one camera that will be in a fixed location and the second camera will be movable so that it can be used at locations where crime has increased.

STAFF RECOMMENDATION: Recommendation is that the city purchase two additional FLOCK cameras, one of which is portable, to increase the solvability of crimes in the city.

IMPACT: This purchase will aid in investigations and solvability of crimes resulting in the recovery of property. The police department's use of the camera system has resulted in the recovery of \$233,381.00 in property and financial reimbursements in the past year.

MOTION: I move to allow the police department to purchase two FLOCK cameras in the amount of \$6,150.00 utilizing money transferred from the Training Fund Line Item.

Keith Shaddix

From: Geoff Bulpitt <geoff.bulpitt@flocksafety.com>
Sent: Tuesday, June 13, 2023 2:50 PM
To: Hunter Ethredge; Brian Finley; Keith Shaddix
Cc: Darwin Aldrich
Subject: EXTERNAL EMAIL: Villa Rica PD - 5-Yr Renewal & Additional Camera Offer

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentlemen -

Apologies for the delay here. As discussed yesterday, I wanted to share the following information with you:

- Darwin Aldrich has been working with Capt. Ethredge on the 5-yr renewal offer for locking your cameras in at a your current \$2500 price point. As mentioned, we recently had a price increase to \$3000/year for the Falcon.
- This offer also includes a one-time opportunity to buy additional cameras at the old price point as part of this 5-yr contract.
- This agreement must be signed before your upcoming renewal date of 8/18/23.
- Here is a summary of the pricing for that offer and the pricing that the cameras will be increasing to:

\$2500 Pricing for 5-yr Renewal offer

- Falcon - \$2500 per year
- Install (Year 1 ONLY) - \$650
- Falcon Flex - \$3000 (no installation fees)

Price Increase after your upcoming renewal (8/18/23)

- Falcon - \$3000 per year
- Install (Year 1 only) - \$650
- Falcon Flex - \$3500 (no installation fees)

I know this is maybe slightly confusing, so please don't hesitate to reach out if we can help clarify anything.

Additionally, I did want to let you know that we have waived the replacement fee on that camera, so you can disregard that. Thank you for your patience with us and continued support!

Have a great rest of your week and stay safe.

Kindly,



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 5 FLOCK Cameras – Grant Request
AGENDA DATE: 07/11/2023

DATE PREPARED: 06/16/2023
PREPARED BY: Captain Keith Shaddix

AMOUNT: \$15,750.00
GL ACCOUNT #: 350-3210-542500
FUNDING SOURCE: General Fund
BUDGETED ITEM? No
PUBLIC HEARING:

PURPOSE: Purchase of 5 FLOCK Cameras using grant funds.

BACKGROUND: We have an opportunity to apply for a \$15,000 grant through Project Safe Neighborhoods Violence Reduction Microgrant Program. The cost of 5 FLOCK cameras with installation fees is \$15,750.00. With the reimbursement from the grant the city would be responsible for \$750.00. This requires the grant to be approved and the cameras ordered prior to 08/18/23. After that date there will be an increase in cost related to the purchase of the cameras. The existing cameras have already led to the recovery of \$233,381.00 in the past year. With the anticipated growth of the city this action would better prepare the police department to solve and reduce crime.

STAFF RECOMMENDATION: We recommend that the city approve the purchase of 5 FLOCK cameras using grant funds to cover the major portion of the cost.

IMPACT: This purchase will aid in investigations and solvability of crimes. In the past six months there has been an 82% increase in Entering Auto crimes when compared to the previous six months. With these cases there were 12 firearms stolen. As the city grows it is important that we have the resources in place to address the solvability and prevention of crimes.

MOTION: I move to allow the police department to purchase five FLOCK cameras in the amount of \$15,750.00 if the grant is approved before August 18, 2023.



City of Villa Rica, Georgia Police Department

Michael P. Mansour, *Chief of Police*

101 Main Street
Villa Rica, Georgia 30180

Main - (770) 459-5149

FAX - (770) 459-7008

Project Safe Neighborhoods (PSN):

Violence Reduction Microgrant Program Application

Project Description

The Villa Rica Police Department serves the citizens of Villa Rica, Georgia, and is a municipal police department. The agency was founded in 1826 and has been in continuous operation since inception. The City of Villa Rica has a current population of 17,830 persons, and the incorporated city limits encompasses nearly 15 square miles. The city lies within both Carroll County and Douglas County and has enjoyed a history of consistent growth in residential population, industrial expansion, and commercial enterprises during its life span. There are currently four public schools located within the city limits.

VRPD is currently budgeted for 54 sworn law enforcement officers in a variety of assignments to include: patrol, investigations, school resource officer, traffic, joint narcotics task force, training, and administration. Currently Villa Rica Police Department has 10 vacancies within the 54 budgeted officers. This deficit has impacted our ability for uniform patrol to cover all parts of the city effectively. Villa Rica does currently have 10 Flock cameras that will notify officers when a person passes the camera and fits into certain alert categories. These categories include violent person, gang or suspected gang member, warrants, and stolen vehicles. This has proven to be extremely effective in getting officers to an area where the alert was generated.

To cover gapped areas of patrol, due to manpower shortages, VRPD would like to add 5 more Flock cameras within the city limits. The cameras would be placed in areas that support the need for it based on current crime trends and statistics.

Needs Statement

“Serving with Integrity”

One of the most common methods in the City of Villa Rica for violent criminals to procure handguns is by theft of firearms, mainly through entering autos. Since Villa Rica Police Department does not have the manpower to constantly patrol the areas most affected by entering autos, we wish to expand our currently number of Flock cameras by 5 new cameras. Some of these cameras would be strategically placed in areas showing an increase in entering auto cases. This would aid in the identification and tracking of entering automobile suspects and produce leads for further investigations into coordinated efforts by criminal entities, such as gangs. Officers would also be alerted to the presence of anyone fitting into the category of violent person, or gang member in the area. In cases where gun violence was employed, the new Flock cameras would expand our ability to identify, track, and apprehend the perpetrator.

If officers were alerted to the presence of a violent person, or a gang member (suspected or confirmed) prior to a crime taking place, their response would likely deter the crime. Also, if contact is made in relation to the alert, the potential for arrest of a violent person or gang member, and recovery or seizure of weapons and other contraband, increases dramatically, simply because the Flock system alerted officers.

Beyond the advantages of the ability to identify, track, and apprehend the suspect(s), the new Flock cameras would also provide condemning evidence in court, helping to secure convictions for violent criminals. The evidence that could be provided by the Flock cameras would include placing a criminal at, or near the scene of a crime, positive identification through video recording, and movements of the suspect prior to, and after the commission of a crime.

In reviewing entering automobile statistics, from June 2022 to November 2022, the City of Villa Rica had 6 entering auto cases with 1 gun stolen. From December 2022 to May 2023, the City of Villa Rica had 73 entering auto cases with 12 guns stolen. These statistics demonstrate a severe increase in firearms stolen from vehicles. Also, during this time, Aggravated Assaults were slightly down, however, weapon offenses remained the same at 8, robberies tripled, and there was 1 murder in December 2022.

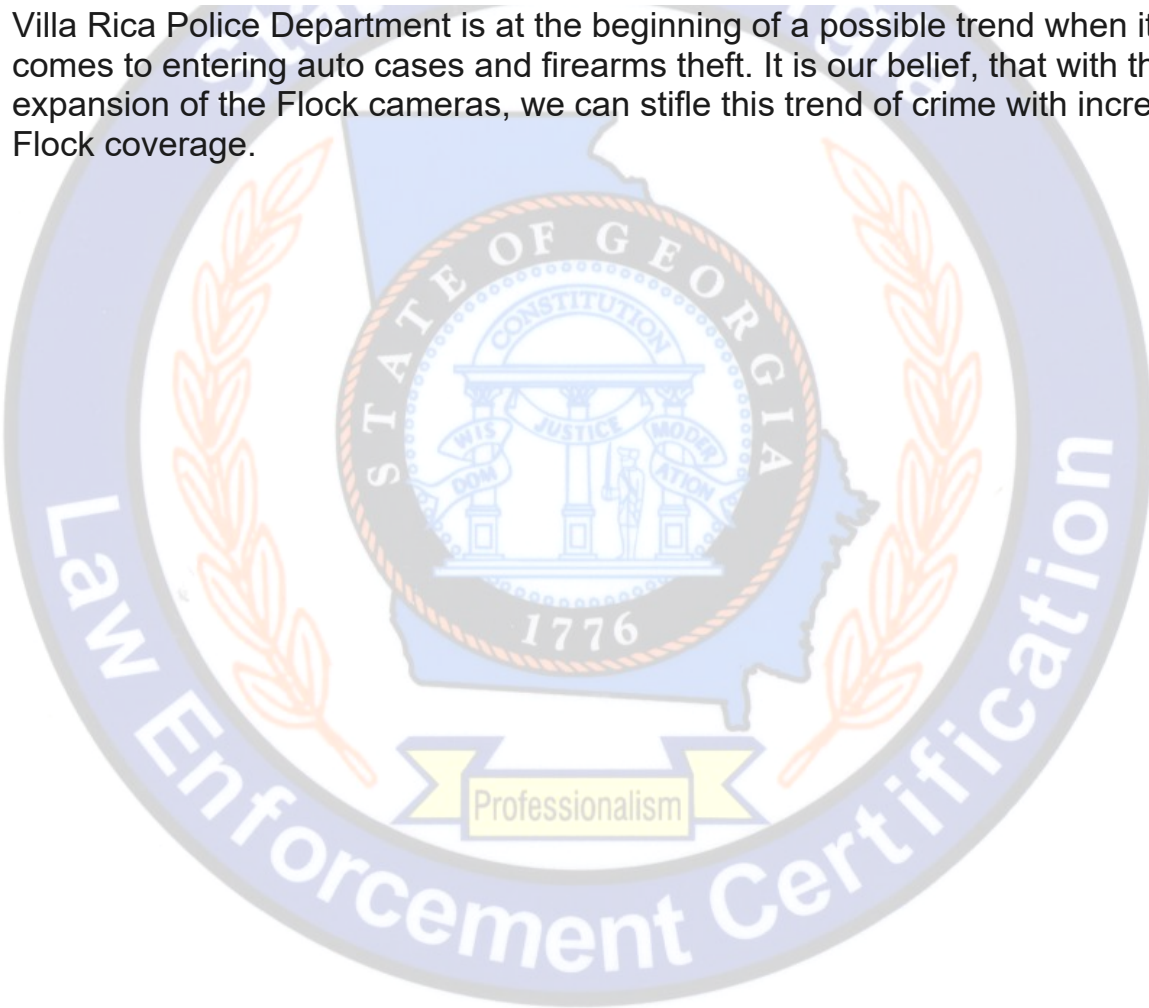
Project Goals

Over the last 6 months, Villa Rica Police Department has seen a marked increase in entering auto incidents, that coincides with a large increase in stolen firearms. These illicit firearms will find their way into a violent persons' hands, or gang members hands, and will be used in a violent crime. This is made manifest by the increase in robberies in the City of Villa Rica. Given the uncertainty of manpower within law enforcement nationwide and in Villa Rica, the Flock camera system seems to be the best answer to having coverage of a designated area, when it cannot be filled by an officer.

The reduction in violent crime and gang member goals will include:

- Quick identification and alert to the presence of violent criminals or gang members in the City of Villa Rica.
- Increased contacts with violent criminals and/or gang members based on RAS or probable cause.
- Reduce the number of illicit firearms through the reduction of entering autos in the city.
- A reduction in violent crime and weapon offenses through increased coverage by Flock cameras.

Villa Rica Police Department is at the beginning of a possible trend when it comes to entering auto cases and firearms theft. It is our belief, that with the expansion of the Flock cameras, we can stifle this trend of crime with increased Flock coverage.



CJCC Budget Detail Worksheet

Agency Name:	Villa Rica Police Department
Subgrant Number:	
Project Name:	Project Safe Neighborhood, Violence Reduction
Select grant type:	PSN

Purpose: This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

NOTE - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

A (1). Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
PERSONNEL TOTAL						\$0	

A (2). Volunteers -- If applicable, simply enter the number of hours of service volunteers will perform. Volunteers must be valued at \$15/hour unless approved by CJCC staff for a higher rate. Do not change the drop-down selection box from "In-kind" or your match will not calculate correctly.

Volunteers	Hours	Rate	Total value	Match
			\$ -	In-Kind
VOLUNTEERS TOTAL			\$0.00	

A (3). Fringe-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of salary or wages	% Time to Project	Cost	Match?
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
FRINGE TOTAL						\$0.00	
PERSONNEL GRAND TOTAL						\$0	

B. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is \$0.565 per mile, but if your agency's reimbursement rate is lower you must use

Trainings and Conferences		**All trainings and conferences must be pre-approved by submitting an agenda to your Specialist or Auditor.						
Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost	Match?
							\$0.00	

							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	

Mileage							
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost	Match?	
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
TRAVEL TOTAL					\$0.00		

C. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
EQUIPMENT TOTAL				\$0.00	

D. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
Flock Camera w/licensed agreement	\$3,000.00	5	Flock Safety	\$15,000.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
SUPPLY TOTAL				\$15,000.00	

E. Printing-- List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter \$15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost	Match?
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
PRINTING TOTAL				\$0.00	

F. (1) Other Costs-- List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (1) Subtotal					\$0.00	

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2)Subtotal					\$0.00	

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost	Match?
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
F. (2)Subtotal					\$0.00	

F. (4) Indirect Cost: If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement must be submitted with your contract budget. Applicants may elect to use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel that work directly on the project, and other operational costs such as supplies, printing, and travel that are directly related to the project. To use the de Minimus indirect cost rate complete the MTDC Calculator in the next tab. When you have completed this calculator, the total indirect cost will transfer to the space below.

Indirect Cost **\$0**

F. OTHER TOTAL **\$0**

G. Match Waiver: If your agency would like to request a match waiver, you should submit a letter, on your agency's letterhead, to the Georgia Criminal Justice Coordinating Council (CJCC). The letter should outline the reasons why your agency will have trouble meeting the full match requirement and should indicate the amount of match you are able to provide for

G. Match Waiver Amount:

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category		Amount	
A. Personnel and Fringe		\$0	
B. Travel		\$0	
C. Equipment		\$0	
D. Supplies		\$15,000	
E. Printing		\$0	
F. Other		\$0	
TOTAL PROJECT COSTS		\$15,000	
Award		\$15,000	
Match Amount		\$0	
Match Breakdown	Cash	\$0	#DIV/0!
	In-Kind	\$0	#DIV/0!

Budget Narrative

NOTE: If a Non-Grant expense amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

De Minimis Indirect Cost Instructi

WARNING:

Using the 10% de Minimis rate requires a clear understanding of how to calculate. Information about calculating the 10% rate is included in *2 CFR 200: Uniform Administrative Principles, and Audit Requirements* (Uniform Guidance). Agencies should consult a professional who is knowledgeable about this federal requirement before deciding on a budget item. Some agencies may find it easier to request a pro-rated amount of indirect costs (e.g., pro-rated amount of salaries, supplies & operating, etc.) and include this in their grant budget.

As described in Section §200.403 of the Uniform Guidance, Factors affecting allowability must be consistently charged as either indirect or direct costs, but may not be double charged for both. If chosen, this methodology once elected must be used consistently for all Federal grants the agency chooses to negotiate for a rate.

Any indirect costs charged to the grant should be included as a separate cost in the indirect cost category. If your agency has a negotiated rate, a copy of the Indirect Cost Rate Agreement should be included in your contract budget.

Applicants may use an amount up to the ten percent (10%) de Minimis rate of their Modified Total Direct Costs (MTDC) base. MTDC includes the cost of salaries, wages and fringe benefits of personnel and other operational costs such as supplies, printing, and travel that are directly related to the grant.

The MTDC base cannot include equipment, capital expenditures, rental costs, charge remission, scholarships and fellowships, participant supports, or any Subawards, on a first \$25,000. **Applicants who request indirect costs using the 10% de Minimis rate must provide documentation of the costs included in the rate which will be subject to review.**

Complete the De Minimis Rate Calculation Form to show your de Minimis calculation. **NEVER** had a negotiated federal cost rate and that you will apply the rate to all of your federal grant received from the Criminal Justice Coordinating Council, until the agency has a negotiated rate.

Instructions for the Direct Expenditures For Modified Total Direct Costs (MTDC)

- 1 Salaries and Wages:** In order for Salaries and Wages to be allowable for the calculation of MTDC, they must meet the following criteria:
- a) Must be integral to the Program.
 - b) Individuals involved can be specifically identified with the project or activity.
 - c) Such costs are explicitly included in the budget.
 - d) The costs are not also recovered as indirect costs.
 - e) The costs must not be used as match.

Reference: 2 CFR 200.413

- 2 Fringe Benefits:** Fringe Benefits related to Salaries and Wages (above) that are reasonable and necessary for the performance of the grant activity.
- References: 2 CFR 200.431; DOJ 2015 Section 3.9

3 Travel Costs: Travel costs are the expenses for transportation, lodging, subsistence, and related expenses. *Reference: 2 CFR 200.474*

4 Supplies: Costs incurred for materials and supplies necessary to carry out the Federal Program. *Reference: 2 CFR 200.453*

5 Contractual (Sub-Contracts): Use for written contracts or agreements with fiduciaries or service organizations such as affiliates, cooperating institutions or delegate agencies. Payments to individuals, stipends, allowances for trainees and consulting fees do not get recorded here. Any match portion is not to be included.

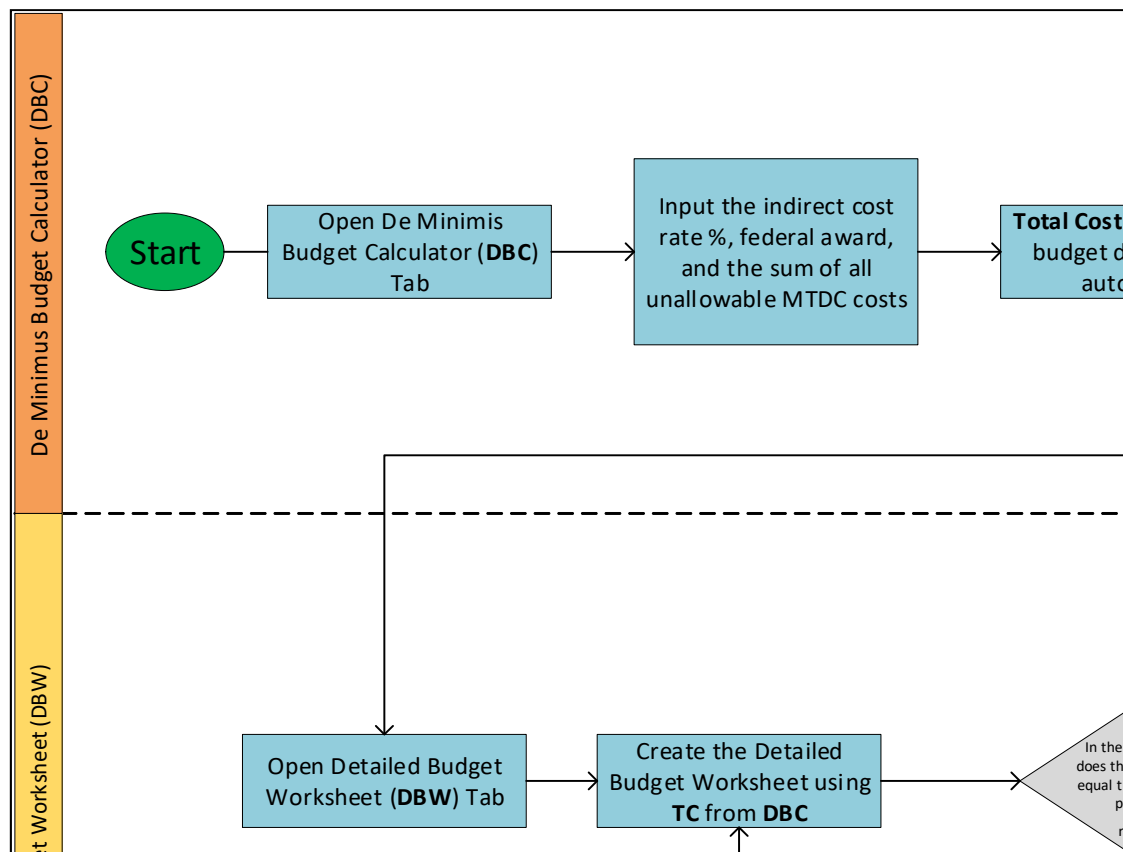
6 Printing: This category includes costs for training materials, brochures, business cards, and other materials. *Reference: 2 CFR 200.453* are incurred for the benefit of the program. Any match portion is not to be included.

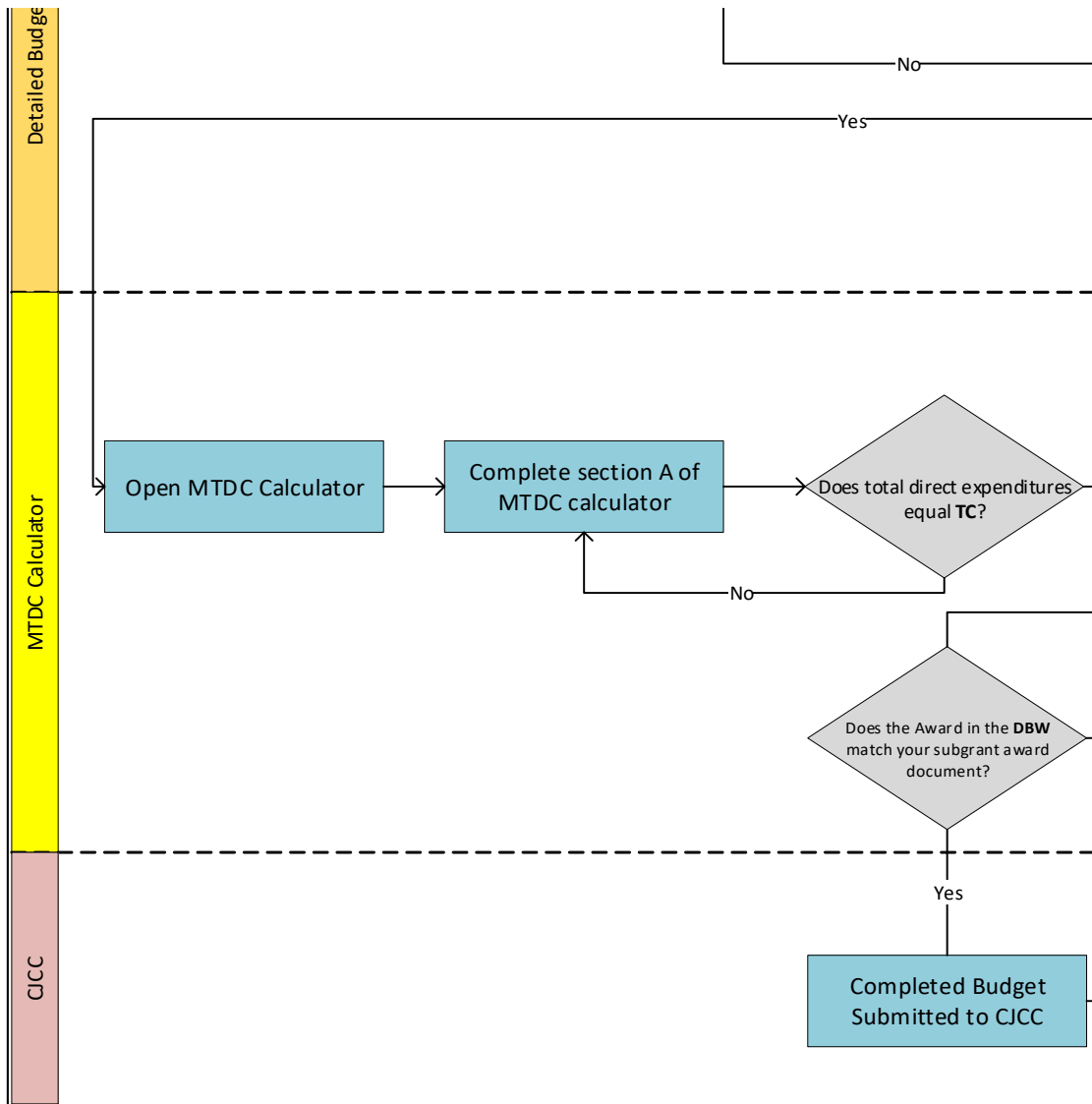
7 Other Expenses: This category includes other allowable costs incurred for the benefit of the program. Any match portion is not to be included.

8 Space/Rental Costs: Costs associated with leased space such as rent, depreciation, utilities, and other expenses. *Reference: 2 CFR 200.453*

BUDGET COMPUTATION PROCESS FLOW

Please use the following diagram as a guide to include the de minimis indirect cost rate in your budget worksheet.





ions

ate the rate. Basic information
e *Requirements, Cost*
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Modified Total Direct Costs (MTDC)
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(MTDC) Calculation:

MTDC the following must

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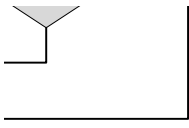
s and maintenance.

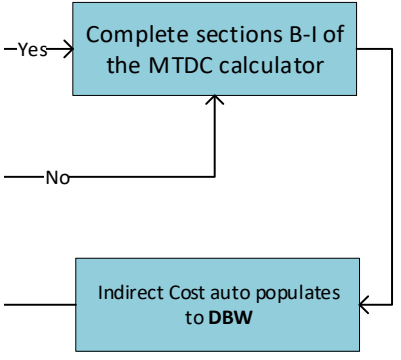
our detailed budget

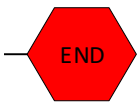
(TC) to enter into
detail worksheet
o-calculates

Total
does not
include
match

Budget Summary,
the Total Project Cost
the TC from the DBC
plus the match
requirement?







De Minimis Budget Calculator	
De Minimis Indirect Cost Rate (Up to 10%)	10%
Federal Award <i>(Not Including Match)</i>	\$ -
Unallowed MTDC Costs *	\$ -
MTDC	\$ -
Total Cost (TC) to Enter into Budget Detail Worksheet (Not Including the Match Requirement)	\$ -

* The MTDC base cannot include equipment, capital expenditures, rental costs, charges for patient care, tuition remission, scholarships and fellowships, participant support cost, or any Subawards, contracts, or other direct costs over the first \$25,000. **Applicants who request indirect costs using the 10% de Minimis rate must provide documentation of the costs included in the rate which will be subject to review during monitoring and audits.**

Equipment: any single item equal to or greater than \$5,000.

Capital Expenditures: means expenditures to acquire capital assets or expenditures to make improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to assets that materially increase their value or useful life.

Rental Costs: Costs associated with leased space such as rent, utilities and maintenance.

Charges for Patient Care: Both inpatient and outpatient University hospital charges but not laboratory charges assessed through Recharge or Service centers even though the laboratory results may be used for patient care. Outpatient travel and volunteer incentive payments are not patient care costs and are subject to review.

Tuition Remission: Tuition charges paid to the UW (including the operating fee portion of tuition for Undergraduate and Graduate Assistants).

Scholarships: is generally an amount paid or allowed to a student at an educational institution for the purpose of study.

Fellowships: is generally an amount paid or allowed to an individual for the purpose of study or research.

Participant Support Costs: direct costs for stipends, subsistence allowance, travel allowances paid to or on behalf of a "Participant" in connection with sponsored-funded conferences or training. A Participant is someone whose function is to learn something.

Subawards/Contracts (over \$25,000): an award provided by a pass-through entity to a subrecipient or subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward is an award through any form of legal agreement, including an agreement that the pass-through entity consents to the subrecipient's use of the award.

patient care, tuition
or consultant beyond
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F&A Costs.

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Criminal Justice Coordinating Council
INDIRECT COST: 10% DE MINIMIS RATE CALCULATION

Subgrantee Name:	
Subgrant Number:	
Project Name:	

A DIRECT EXPENDITURES FOR MODIFIED TOTAL DIRECT COSTS (MTDC) CALCULATION

TOTAL

NON PERSONAL SERVICES COSTS DISALLOWED FROM 10%
DE MINIMIS RATE INDIRECT BASE EXPENDITURES

B

Space/Rental Costs

C Calculation of disallowed "Contractual" cost over \$25,000 per subcontract/subaward.

Contractual

List Subcontracts/Subawards Agency Name and Amount:

	NAME	
1)		
2)		
3)		
4)		

	5)	
D	Capital Expenditures	
E	Charges For Patient Care	
F	Tuition Remission	
G	Scholarships and Fellowships	
H	Participant Support	
I	TOTAL DISALLOWED EXPENDITURES:	
J	MTDC BASE EXPENDITURES (A-I) (Enter amount for indirect calculation on budget)	
K	10% De Minimis Rate - up to 10%: (Enter amount for indirect calculation on budget)	
L	INDIRECT COST: (enter amount on budget)	
*Complete the shaded sections. The spreadsheet will calculate the Indirect Cost to be entered c **Submit the completed "Indirect Cost: De Minimis Rate Calculation" form with your contract. ***By submission of this form the grant applicant certifies that it has never received a federally- and the grant applicant, if awarded, shall apply this rate to all of its federal grants, until such tир		

cil
.CULATION

BUDGETED AMOUNT	
SALARIES AND WAGES	\$0
FRINGE BENEFITS	\$0
TRAVEL	\$0
EQUIPMENT	\$0
SUPPLIES	\$0
PRINTING	\$0
OTHER EXPENSES	\$0
AL DIRECT EXPENDTIURES	\$0

CALCULATED DISALLOWED
COST FOR INDIRECT
CALCULATION

	\$0
--	-----

TOTAL AMOUNT	CALCULATED DISALLOWED COST FOR INDIRECT CALCULATION
	\$0
	\$0
	\$0
	\$0

	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0

):	\$0
):	10%
	\$0

on the Budget in the Operating Cost Section.

-negotiated, indirect cost rate for any federal awards,
ne as the agency chooses to negotiate for a rate.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Dual Purpose Police K9

AGENDA DATE: 07/11/2023

DATE PREPARED: 06/20/2023

PREPARED BY: Chief M. Mansour

AMOUNT: \$16,000.00

GL ACCOUNT #: 322-3210-542500

FUNDING SOURCE: 2016 Douglas SPLOST

BUDGETED ITEM? Yes

PUBLIC HEARING: No

PURPOSE: To purchase and deploy a dual-purpose police K9 at the Villa Rica Police Department.

BACKGROUND: K9's are a long proven and valuable tool in law enforcement operations. They are useful in locating illegal narcotics, conducting article searches, locating missing persons, and conducting criminal apprehensions. VRPD has historically had a K9 on staff and deployed in the patrol division, but our most recent K9 retired at the end of 2022. This means the agency has been without this important resource for over six months.

STAFF RECOMMENDATION: We recommend you approve VRPD to purchase one dual purpose K9 with Handler Course from Arete Canine LLC. Arete guarantees the dog to be free of any congenital health defect limiting its ability to perform its duties for a period of two years. They also guarantee the performance expectations of the dog for a period of one year. The purchase also includes a 12-week Handler Course for the selected officer and will provide continued education and training for one year after purchase.

IMPACT: Continuing to operate a modern police department without a trained K9 limits the agency in terms of narcotics searches, criminal apprehensions, and locating missing persons. This hampers our effectiveness in the community as we have to rely on outside agencies for K9 resources. Completing this purchase restores the agency's ability to have local control over this needed function.

MOTION: I move to allow the police department to purchase one dual-purpose K9 with handler course from Arete Canine LLC in the amount of \$16,000.00.

Arete Canine LLC
PO Box 208
Yatesville, GA 31097



QUOTE NO. 230607

JUNE 7, 2023

SENT TO

Villa Rica PD
101 Main St
Villa Rica, GA 30180

FOR

Dual Purpose Canine with Handler Course

CANINE INFO AND GUARANTEES

Any Suitable European Working Shepherd under 2 years old

A European Union Health Passport will be presented at time of purchase and examination by the Licensed Vet.

Health Guarantee: Arete Canine LLC will unconditionally guarantee that the dog will pass the physical health standards as set forth by the purchasing department. Arete Canine LLC will guarantee replacement for any congenital health defect that limits the ability of the canine to perform its duties, according to the purchasing department's veterinarian and trainers, for a period not to exceed 2 years from date of delivery. Health records and hip x-rays will be provided.

Performance Guarantee: Arete Canine LLC guarantees that the dog provided to the purchasing department will meet the expectations of the department in terms of temperament and working ability for a period of 1 year. Should the team not meet the expectation of the department, after a suitable opportunity for remediation, the K9 shall be replaced at the mutual convenience of the purchasing agency and Arete Canine LLC, allowing for suitable time to procure and train a replacement canine.

Training: Arete Canine LLC will train the dog in the areas of criminal apprehension, handler protection, building search, area search, felony vehicle stops, narcotics detection (marijuana, cocaine, heroin, meth), scent discrimination, tracking/trailing, and obedience. The dog will be trained to nationally recognized standards. The training includes a 12 - week handler course at various training locations following a two-week initial bonding period (handler course length is adjustable to department needs). Continuing education and training will be provided at no charge for one year following the date of purchase.

Cost: The cost for the canine, including training, handler course, and one year in-service training at our location:

TOTAL COST

16,000 Dual Purpose Canine with Handler Course

This quote is valid for 30 days



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: West Plant Control Module Replacement
AGENDA DATE: July 11, 2023

DATE PREPARED: June 28, 2023
PREPARED BY: Erick Broz

AMOUNT: \$ 21,769.00
GL ACCOUNT #: 505-4330-541200
FUNDING SOURCE: Water/ Sewer
BUDGETED ITEM? Yes

PURPOSE: To engage with Zile Technology for the replacement of the west plant influent pump station control module.

BACKGROUND: All flows to the West Plant pass through the influent pump station and are pumped through one of three 100 HP pumps. Control modules are used to control the level of the wet well through pump operation. These control modules also send notifications and alerts to the City's SCADA system. The current control module is original to the pump station and is reaching the end of service life.

Staff requested quotes for the replacement of the control module, and received replies from Zile Technology and PRB Electronics.

Contractor / Vendor	Cost
Zile Technology	\$21,769.00
PRB Electronics	\$21,845.00

STAFF RECOMMENDATION: Staff recommends the purchase and installation of the control module from Zile Technology, at a total cost of \$21,769.00.

IMPACT: The replacement and install of the control module will ensure continuous operation of the west plant influent pump station as designed.

MOTION: I move to approve the Mayor to authorize Zile Technology for the replacement and install of the west plant influent station control module, at a cost of \$21,769.00.



Date: June 29th, 2023

Quote #: 230425-5B

To: Erick Broz, Wastewater Operations Manager, City of Villa Rica

RE: To provide a replacement four-pump control system for the influent pumping station located at the City of Villa Rica's West waste water treatment plant.

To provide new Allen-Bradley controls with all the capability to control four wet well pumps/VFDs, we offer the following:

- Qty (1) New Pump Station Controls
 - o Reuse Existing Stainless Electrical Enclosure
 - o Nonproprietary, Contemporary Design, With Surge Protection
 - o C-More 10" Color Touch Screen HMI, Programmed
 - o Allen-Bradley Micro870 PLC & I/O Cards, Programmed
 - o Industrial Ethernet Switch
 - o UPS/Battery Backup
 - o Station I/O as Shown on Page 2
 - o RTU Electrical Drawings
 - o Commissioning, Testing and Startup
 - o Turnkey Installation and Wiring to Existing Controls and VFDs
 - o One Year Warranty (excluding lightning/electrical surges & vandalism)
 - o Modifications to the Existing SCADA System to Interface New Controls

Price for the products and services described above: \$ 21,769.00*

The existing touch screen and controlling PLC at this station are obsolete and have recently starting to behave erratically, causing difficulty running the treatment plant effectively.

*The quoted pricing is valid for 90 days. Please allow 60 days for completion after reception of your purchase order. Conduits and wiring to external devices and equipment is existing, or by others.

Kind regards,

A handwritten signature in black ink, appearing to read "John Zile", is written over a faint, stylized graphic of a mountain range.

John Zile, Owner
Zile Technology, Inc.

- Pump Control Panel I/O -

Digital Inputs:

DI 01 - Pump 1 Run Status
DI 02 - Pump 2 Run Status
DI 03 - Pump 3 Run Status
DI 04 - Pump 4 Run Status
DI 05 - Pump 1 H-O-A in 'AUTO'
DI 06 - Pump 2 H-O-A in 'AUTO'
DI 07 - Pump 3 H-O-A in 'AUTO'
DI 08 - Pump 4 H-O-A in 'AUTO'
DI 09 - Pump 1 VFD Fault
DI 10 - Pump 2 VFD Fault
DI 11 - Pump 3 VFD Fault
DI 12 - Pump 4 VFD Fault
DI 13 - Pump 1 Over Temp Fault
DI 14 - Pump 2 Over Temp Fault
DI 15 - Pump 3 Over Temp Fault
DI 16 - Pump 4 Over Temp Fault
DI 17 - Pump 1 Seal Fail
DI 18 - Pump 2 Seal Fail
DI 19 - Pump 3 Seal Fail
DI 20 - Pump 4 Seal Fail
DI 21 - Generator Run Status
DI 22 - Generator Fault
DI 23 - High-High Level Backup Float
DI 24 - Low-Low Level Backup Float
DI 25 - Phase Loss Fault
DI 26 - Blower Run Status
DI 27 - Gas Detector Alarm
DI 28 - Alarm Silence/Ack Pushbutton
DI 29 - Spare
DI 30 - Spare
DI 31 - Spare
DI 32 - Spare
DI 33 - Spare
DI 34 - Spare
DI 35 - Spare
DI 36 - RTU Power Okay/Fault

Digital Outputs:

DO 01 - Pump 1 Run Command
DO 02 - Pump 2 Run Command
DO 03 - Pump 3 Run Command
DO 04 - Pump 4 Run Command
DO 05 - Pump 1 Fault Light
DO 06 - Pump 2 Fault Light
DO 07 - Pump 3 Fault Light
DO 08 - Pump 4 Fault Light
DO 09 - Pump 1 Run Light/ETM
DO 10 - Pump 2 Run Light/ETM
DO 11 - Pump 3 Run Light/ETM
DO 12 - Pump 4 Run Light/ETM
DO 13 - Blower Run Command
DO 14 - Spare
DO 15 - Spare
DO 16 - Spare
DO 17 - Spare
DO 18 - Spare

Analog Inputs:

AI 01 - Wet Well Level Transducer
AI 02 - VFD 1 Speed Feedback
AI 03 - VFD 2 Speed Feedback
AI 04 - VFD 3 Speed Feedback
AI 05 - VFD 4 Speed Feedback
AI 06 - Blower Speed Feedback
AI 07 - Spare
AI 08 - Spare

Analog Outputs:

AO 01 - VFD 1 Speed Command
AO 02 - VFD 2 Speed Command
AO 03 - VFD 3 Speed Command
AO 04 - Blower Speed Setpoint
AO 05 - Spare
AO 06 - Spare

PRB ELECTRONICS, INC.
INDUSTRIAL ELECTRONIC ENGINEERING
 2108 FAIRBURN ROAD SUITE E
 DOUGLASVILLE, GA 30135

Phone #	Fax #
770.949.9426	770.577.1164

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
6/28/2023	QF28235	TBD
QUOTED BY	JOB #	SERVICE DATE
BRUCE	TBD	7/14/2023

BILL TO		
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180		
CUSTOMER PO #	CUSTOMER JOB #	SALES REP
TBD		BD

SHIP TO		
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180 ATTN: ERICK BROZ		
TERMS	SHIP VIA	JOB TYPE
Net 30	ON SITE	SALES

QTY	ITEM	PART # / DESCRIPTION	UNIT	Total
1	MICROLOGIX	ALLEN BRADLEY CONTROLLER PART# 1766-L32AWA	1,459.72	1,459.72
1	HMI'S	ML1400 AC IN/RELAY OUT ALLEN BRADLEY HMI PART# 2711P-T10C21D8S	3,987.35	3,987.35
2	ALLEN BRADLEY	PANELVIEW PLUS ALLEN BRADLEY PART# 1769-IQ16 COMPACTLGX 16PT	373.33	746.66
1	PLC'S, PLC CABLES & HMI'S	24VDC ALLEN BRADLEY PART#1769-OW8 8 PT VAC/VDC RLY	356.99	356.99
2	PLC'S, PLC CABLES & HMI'S	ALLEN BRADLEY PART#1769-IF8I 4-CHNL VTG ANALOG	1,446.74	2,893.48
1	PLC'S, PLC CABLES & HMI'S	INPUT ALLEN BRADLEY PART#1769-OF8CI 8CHNL ISOL ANLG	1,071.00	1,071.00
1	INBOUND	OTPT INBOUND SHIPPING CHARGES FOR THE ABOVE	129.00	129.00
60	ENGINEERING	MATERIAL LAB ENGINEERING SERVICE FOR SYSTEM	125.00	7,500.00
21	STRAIGHT TIME	INTEGRATION TO NEW ALLEN BRADLEY	150.00	3,150.00
3	STRAIGHT TIME	CONTROLLER/HMI IMAGING WORK FIELD SERVICE LABOR, TWO DAYS ONSITE FOR	150.00	450.00
120	MILEAGE	INSTALLATION OF THE ABOVE SYSTEM-DATE TBD TRAVEL TO/FROM JOB SITE-DATES TBD	0.84	100.80
		MILEAGE TO/FROM JOB SITE-DATES TBD		

NOTE: "MATERIAL SHIPMENTS MAY BE AFFECTED BY CURRENT SUPPLY CHAIN INTERRUPTIONS. QUOTES ARE EFFECTIVE FOR 3 DAYS AT THIS TIME"

Total

Signature

PRB ELECTRONICS, INC.
INDUSTRIAL ELECTRONIC ENGINEERING
 2108 FAIRBURN ROAD SUITE E
 DOUGLASVILLE, GA 30135

Phone #	Fax #
770.949.9426	770.577.1164

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
6/28/2023	QF28235	TBD

QUOTED BY	JOB #	SERVICE DATE
BRUCE	TBD	7/14/2023

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180 ATTN: ERICK BROZ

CUSTOMER PO #	CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE
TBD		BD	Net 30	ON SITE	SALES

QTY	ITEM	PART # / DESCRIPTION	UNIT	Total
		THE ABOVE QUOTE IS AN ESTIMATE ONLY FOR THE LCP-2 INFLUENT PLC/HMI UPGRADE PROJECT. THE QUOTED TIME IF EXCEEDED WILL BE ADDITIONALLY BILLED. THIS QUOTE INCLUDES PLC PROGRAMMING FOR ADDING PUMP 4 IN THE FUTURE. PLC WORK WILL INCLUDE VFD SPEED FEEDBACK ON ALL FOUR PUMPS ALONG WITH IMAGING THE HMI. TWO INPUTS WILL BE ADDED FOR THE FUTURE EXPANSION FOR THE STATIONS EXHAUST BLOWERS. PLEASE NOTE THAT ALL QUOTED ENGINEERING AND ONSITE LABOR ARE ESTIMATES ONLY. ACTUAL ONSITE TIME,ENGINEERING WILL BE BILLED UPON COMPLETION OF THE PROJECT. THERE WILL BE DOWNTIME DURING THE DAY OF INSTALLATION ONSITE AT THE INFLUENT STATION. THE FINAL PLC PROGRAM WILL BE PROVIDED TO THE CUSTOMER AT THE COMPLETION OF THE INSTALL.		

NOTE: "MATERIAL SHIPMENTS MAY BE AFFECTED BY CURRENT SUPPLY CHAIN INTERRUPTIONS. QUOTES ARE EFFECTIVE FOR 3 DAYS AT THIS TIME"

1. This quote does not include any applicable shipping & taxes.
2. This quote is valid for 3 days from date of issuance pending supply chain interruptions.
3. If authorized, this quote will be entered in accordance with the prices, terms, delivery method, and specifications listed above.
4. Please notify us immediately if specifications or delivery method are to be modified. However, we cannot guarantee any changes after authorization.
5. Send all correspondence to:
 JUDY SMITH EMAIL ~ judy@prbelectronics.com

Total	\$21,845.00
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Signature _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RESURFACING TWO GDOT PARK 'N RIDE LOTS

AGENDA DATE: July 11, 2023

DATE PREPARED: June 30, 2023

PREPARED BY: Tom Barber

AMOUNT: \$262,872

GL ACCOUNT #:

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To award a bid to The Surface Masters, Inc. to mill, topcoat, and stripe the GDOT park 'n ride facility on Highway 61.

BACKGROUND: The City has been given permission by the Georgia Department of Transportation to improve their park 'n ride lots on Highway 61. GDOT is funding 70% of the cost but the City is taking over the maintenance of the facility forever. This financial commitment falls within GDOT's spending guidelines. Mark Teal has contacted Surface Masters' references and received very positive comments. Neither of us have prior experience with them.

STAFF RECOMMENDATION: Staff recommends approval to the low bidder.

IMPACT: This is the only approach we are aware of that will accomplish the goal of improving these two sections of pavement. I don't like the long-term maintenance commitment but also don't have a better idea. The City will pay for the entire cost and be reimbursed by GDOT.

MOTION: I move to authorize the Mayor to execute an agreement with The Surface Masters, Inc. to mill, topcoat, and stripe the two GDOT park 'n ride lots on Highway 61 for an amount not to exceed \$262,872.

City of Villa Rica
 GDOT Park n Ride Lots
 Bid Opening: June 23, 2023, 2:00 pm

Contractor	Bid Schedule	Bid Bond	Representation	Oath	GA Sec and Immigration Affidavit	Total Bid Amount
SH Creel Contracting						\$
Magnum Paving	/	/	/	/	/	\$ 315,273 ⁰⁰
CW Matthews Contracting Co., Inc.						\$
Baldwin Paving <i>Summit Paving</i>	/	/	/	/	/	\$ 325,206 ⁰⁰
Bartow Paving						\$
International Waste Services						\$
RP Paving						\$ 280,491 ³⁷
McIntosh Paving	/	/	/	/	/	\$
The Surface Masters, Inc	/	/	/	/	/	\$ 262,872 ⁰⁰
Piedmont Paving	/	/	/	/	/	\$ 271,790 ⁰¹

Attendees:
 Scott Marchman / Piedmont
 AJ / Summit Court Dev.
 Bobby Elliott Joe Draughn / Magnum Paving
 Mark Teal
 Traci Savvis / VR

Bid Schedule
GDOT Park-n-Ride Lots
City of Villa Rica, Georgia

CONTRACTOR'S NAME: Magnum Paving LLC

City of Villa Rica
GDOT Park-n-Ride Resurfacing
Bid Sheet

Description	Est Qty	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 15,000	\$ 15,000
Mill Asph Conc Pvmnt, 3" in Depth	6060	SY	\$ 6	\$ 36,360
Patching, 3"	132	Tons	\$ 255	\$ 33,660
Bituminous Tack Coat	600	Gal	\$ 10	\$ 6,000
Open Graded Interlayer w/ Lime, 2"	670	Tons	\$ 190	\$ 127,300
Recy Asph Conc 12.5 mm Superpave GP 1 or 2, 1.5", Incl Bitum Matl & H Lime	500	Tons	\$ 155	\$ 77,500
Thermoplastic Solid Traf Stripe, 24", White	48	LF	\$ 10	\$ 480
Thermoplastic Solid Traf Stripe, 6", White	2640	LF	\$ 1.50	\$ 3,960
Contingency (5%)	1	LS	\$ 15,013	\$ 15,013
Total Bid Price				\$ 315,273.00



Bid Schedule
GDOT Park-n-Ride Lots
City of Villa Rica, Georgia

CONTRACTOR'S NAME: Summit Construction & Development LLC

City of Villa Rica
GDOT Park-n-Ride Resurfacing
Bid Sheet

Description	Est Qty	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 47,372.00	\$ 47,372.00
Mill Asph Conc Pvmt, 3" in Depth	6060	SY	\$ 6.50	\$ 39,390.00
Patching, 3"	132	Tons	\$ 170.00	\$ 22,440.00
Bituminous Tack Coat	600	Gal	\$ 7.50	\$ 4,500.00
Open Graded Interlayer w/ Lime, 2"	670	Tons	\$ 175.00	\$ 117,250.00
Recy Asph Conc 12.5 mm Superpave GP 1 or 2, 1.5", Incl Bitum Matl & H Lime	500	Tons	\$ 150.00	\$ 75,000.00
Thermoplastic Solid Traf Stripe, 24", White	48	LF	\$ 12.50	\$ 600.00
Thermoplastic Solid Traf Stripe, 6", White	2640	LF	\$ 1.20	\$ 3,168.00
Contingency (5%)	1	LS	\$ 15,486.00	\$ 15,486.00
Total Bid Price				\$ 325,206.00


 Ruben B. Duran

Bid Schedule
GDOT Park-n-Ride Lots
City of Villa Rica, Georgia

CONTRACTOR'S NAME: HP Paving Solutions
106 Three West Parkway
Suite A
Villa Rica, GA 30180

City of Villa Rica
GDOT Park-n-Ride Resurfacing
Bid Sheet

Description	Est Qty	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 2000.00	\$ 2000.00
Mill Asph Conc Pvmnt, 3" in Depth	6060	SY	\$ 6.41	\$ 38 844.00
Patching, 3"	132	Tons	\$ 213.34	\$ 28 160.28
Bituminous Tack Coat	600	Gal	\$ 7.00	\$ 4,200.00
Open Graded Interlayer w/ Lime, 2"	670	Tons	\$ 161.34	\$ 108,095.42
Recy Asph Conc 12.5 mm Superpave GP 1 or 2, 1.5", Incl Bitum Matl & H Lime	500	Tons	\$ 162.81	\$ 81 403.13
Thermoplastic Solid Traf Stripe, 24", White	48	LF	\$ 6.00	\$ 288.00
Thermoplastic Solid Traf Stripe, 6", White	2640	LF	\$ 1.75	\$ 4 620.00
Contingency (5%)	1	LS	\$ 13 380.54	\$ 13 380.54
Total Bid Price				\$ 280,491.37

Bid Schedule
GDOT Park-n-Ride Lots
City of Villa Rica, Georgia

CONTRACTOR'S NAME: The Surface Masters, Inc.

City of Villa Rica
 GDOT Park-n-Ride Resurfacing
 Bid Sheet

Description	Est Qty	Unit	Unit Price	Amount
Mobilization	1	LS	\$	\$ <i>included</i>
Mill Asph Conc Pvmnt, 3" in Depth	6060	SY	\$ <i>4.59</i>	\$ <i>27,814</i>
Patching, 3"	132	Tons	\$ <i>204</i>	\$ <i>26,928</i>
Bituminous Tack Coat	600	Gal	\$	\$ <i>3,565</i>
Open Graded Interlayer w/ Lime, 2"	670	Tons	\$ <i>117.22</i>	\$ <i>78,535</i>
Recy Asph Conc 12.5 mm Superpave GP 1 or 2, 1.5", Incl Bitum Matl & H Lime	500	Yds	\$ <i>215.14</i>	\$ <i>107,570</i>
Thermoplastic Solid Traf Stripe, 24", White	48	LF	\$ <i>2.21</i>	\$ <i>105</i>
Thermoplastic Solid Traf Stripe, 6", White	2640	LF	\$ <i>2.21</i>	\$ <i>5,835</i>
Contingency (5%)	1	LS	\$	\$ <i>12,520</i>
Total Bid Price				\$ <i>262,872</i>

**Bid Schedule
 GDOT Park-n-Ride Lots
 City of Villa Rica, Georgia**

CONTRACTOR'S NAME: Piedmont Paving, Inc.

**City of Villa Rica
 GDOT Park-n-Ride Resurfacing
 Bid Sheet**

Description	Est Qty	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 13,837.19	\$ 13,837.19
Mill Asph Conc Pvmt, 3" in Depth	6060	SY	\$ 5.14	\$ 31,148.40
Patching, 3"	132	Tons	\$ 203.96	\$ 26,922.72
Bituminous Tack Coat	600	Gal	\$ 8.80	\$ 5,280.00
Open Graded Interlayer w/ Lime, 2"	670	Tons	\$ 157.51	\$ 105,531.70
Recy Asph Conc 12.5 mm Superpave GP 1 or 2, 1.5", Incl Bitum Matl & H Lime	500	Tons	\$ 145.54	\$ 72,770.00
Thermoplastic Solid Traf Stripe, 24", White	48	LF	\$ 8.25	\$ 396.00
Thermoplastic Solid Traf Stripe, 6", White	2640	LF	\$ 1.10	\$ 2,904.00
Contingency (5%)	1	LS	\$ 13,000.00	\$ 13,000.00
Total Bid Price				\$ 271,790.01



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: IMPROVEMENTS TO INTERSECTION OF PUNKINTOWN ROAD AND SHORELINE PARKWAY

AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023

PREPARED BY: Tom Barber

AMOUNT: \$1,309,969.29

GL ACCOUNT #:

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? YES

PURPOSE: To award a contract to Bartow Paving for improvements to the intersection of Shoreline Parkway and Punkintown Road.

BACKGROUND: The Fuqua development requires additional turn lanes and a new traffic signal at Shoreline Parkway and Punkintown Road.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: The current intersection configuration at Shoreline and Punkintown is inadequate for the traffic we anticipate due to the new Mirror Lake Connector and the Fuqua development.

MOTION: I move to authorize the Mayor to execute an agreement with Bartow Paving to improve the intersection at Shoreline Parkway and Punkintown Road for an amount not to exceed \$1,309,969.29.

City of Villa Rica
Mirror Lake Blvd @ Shoreline Pkwy
Bid Opening: June 23, 2023, 3:00 pm

Contractor	Bid Schedule	Bid Bond	Representation	Oath	Addendums 1, 2, 3 & 4	GA Sec and Immigration Affidavit	Total Bid Amount
SH Creel Contracting							\$
- Magnum Paving	/	/	/	/	/	/	\$ 1,608,175 ⁵³
CW Matthews Contracting Co., Inc.							\$
- Baldwin Paving	✓	/	/	/	/	/	\$ 1,657,665 ⁸⁴
- Bartow Paving	/	/	/	/	/	/	\$ 1,309,969 ²⁹ 1,593,953⁸⁷
Summit Const & Dev McIntosh Paving	/	/	/	/	/	/	\$ 1,593,953 ⁸⁷
- Southeastern Site Development	/	/	✓	/	/	/	\$ 1,494,234 ⁸⁷

Mark Teal

Joe Draughon / Magnum Paving

Amanda Long / City of VR

AS / Summit Const Dev.

MIRROR LAKE BOULEVARD @ SHORELINE DRIVE

City of Villa Rica
Punkintown Road Phase 1
Revised 6/20/2023

\$ 200,000.00 \$ 200,000.00

ITEM CODE	ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
150-1000	TRAFFIC CONTROL	LUMP	LS	\$ 150,000.00	\$ 150,000.00
163-0232	TEMPORARY GRASSING	0.5	AC	\$ 1,500.00	\$ 750.00
163-0240	MULCH	15	TN	\$ 500.00	\$ 7,500.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	2	EA	\$ 500.00	\$ 1,000.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	340	LF	\$ 20.00	\$ 6,800.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	1200	LF	\$ 2.75	\$ 3,300.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	170	LF	\$ 6.00	\$ 1,020.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	1	EA	\$ 350.00	\$ 350.00
171-0010	TEMPORARY SILT FENCE, TYPE C	2400	LF	\$ 6.00	\$ 14,400.00
210-0100	GRADING COMPLETE	LUMP	LS	\$ 300,000.00	\$ 300,000.00
205-0305	ROCK EXCAVATION	50	CY	\$ 165.00	\$ 8,250.00
106-0200	UNSUITABLE MATERIAL	50	CY	\$ 100.00	\$ 5,000.00
310-1101	GR AGGR BASE CRS, INCL MATL	1750	TN	\$ 50.00	\$ 87,500.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	150	TN	\$ 220.00	\$ 33,000.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE. GP 1 OR 2, INCL BITUM MATL & H LIME	550	TN	\$ 170.00	\$ 93,500.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE. GP 2 ONLY, INCL BITUM MATL & H LIME	510	TN	\$ 168.00	\$ 85,680.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE. GP 1 OR 2, INCL BITUM MATL & H LIME	275	TN	\$ 175.00	\$ 48,125.00
413-0750	TACK COAT	375	GL	\$ 10.00	\$ 3,750.00
441-0104	CONC SIDEWALK, 4 IN	1020	SY	\$ 55.00	\$ 56,100.00
441-0108	CONC SIDEWALK, 8 IN	210	SY	\$ 75.00	\$ 15,750.00
441-0754	CONCRETE MEDIAN, 7 1/2 IN	29	SY	\$ 75.00	\$ 2,175.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	1900	LF	\$ 30.00	\$ 57,000.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	1300	LF	\$ 7.50	\$ 9,750.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	365	LF	\$ 120.00	\$ 43,800.00
634-1200	RIGHT OF WAY MARKERS	6	EA	\$ 550.00	\$ 3,300.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	28	SF	\$ 25.00	\$ 700.00
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFLECTIVE SHEETING, TP 9	135	SF	\$ 60.00	\$ 8,100.00
636-2070	GALV STEEL POSTS, TP 7	65	LF	\$ 12.00	\$ 780.00
639-3004	STEEL STRAIN POLE, TP IV W/50' & 55' MAST ARM	1	EA	\$ 40,000.00	\$ 40,000.00
639-3004	STEEL STRAIN POLE, TP IV W/60' MAST ARM	1	EA	\$ 27,000.00	\$ 27,000.00
639-3004	STEEL STRAIN POLE, TP IV W/40' MAST ARM	1	EA	\$ 20,000.00	\$ 20,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1	LUMP	LS	\$ 95,000.00	\$ 95,000.00
653-0120	THERMOPLASTIC PAVEMENT MARKING, ARROW, TP 2	8	EA	\$ 150.00	\$ 1,200.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	2800	LF	\$ 1.00	\$ 2,800.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2400	LF	\$ 1.00	\$ 2,400.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	60	LF	\$ 8.00	\$ 480.00
653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	1400	LF	\$ 3.50	\$ 4,900.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE (islands)	210	SY	\$ 10.00	\$ 2,100.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW (islands)	10	SY	\$ 12.50	\$ 125.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	360	GLF	\$ 1.00	\$ 360.00
668-1100	CATCH BASIN, GP 1	1	EA	\$ 7,500.00	\$ 7,500.00
668-2100	DROP INLET, GP 1	1	EA	\$ 10,000.00	\$ 10,000.00
682-9950	DIRECTIONAL BORE, 5 IN	80	LF	\$ 24.00	\$ 1,920.00
682-9950	DIRECTIONAL BORE, 7 IN	295	LF	\$ 26.00	\$ 7,670.00
700-6910	PERMANENT GRASSING	0.50	AC	\$ 3,500.00	\$ 1,750.00
700-7000	AGRICULTURAL LIME	2	TN	\$ 600.00	\$ 1,200.00
700-8000	FERTILIZER MIXED GRADE	1	TN	\$ 1,050.00	\$ 1,050.00
700-8001	FERT. NITROGEN CONTENT	40	LB	\$ 11.50	\$ 460.00
700-9300	SOD	1390	SY	\$ 21.00	\$ 29,190.00
716-2000	EROSION CONTROL MATS, SLOPES	1746	SY	\$ 2.25	\$ 3,928.50
937-6010	MICROWAVE VEHICLE DETECTION SYSTEM	LUMP	LS	\$ 40,000.00	\$ 40,000.00

$$\rightarrow \text{R } 1,608,175.53$$

City of Villa Rica

[illegible]

	Contingency (15%)				\$ 216,217.28
	Total Bid Amount				\$ 1,657,665.84

Summit Construction

Revised 6/20/2023

1 of 2 Robert B. Davis
Summit Construction & Development

6/20/2023

				Total Bid Amount				\$1,593,953.87
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Ruben Bocio Daza

City of Villa Rica

Punkintown Road Phase 1
Revised 6/20/2023

ITEM CODE	ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
150-1000	TRAFFIC CONTROL	LUMP	LS	\$ 86,160.00	\$ 86,160.00
163-0232	TEMPORARY GRASSING	0.5	AC	\$ 884.00	\$ 442.00
163-0240	MULCH	15	TN	\$ 250.00	\$ 3,750.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	2	EA	\$ 450.00	\$ 900.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	340	LF	\$ 14.00	\$ 4,760.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	1200	LF	\$ 2.10	\$ 2,520.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	170	LF	\$ 5.00	\$ 850.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	1	EA	\$ 259.00	\$ 259.00
171-0010	TEMPORARY SILT FENCE, TYPE C	2400	LF	\$ 5.30	\$ 12,720.00
210-0100	GRADING COMPLETE	LUMP	LS	\$ 264,809.76	\$ 264,809.76
205-0305	ROCK EXCAVATION	50	CY	\$ 149.00	\$ 7,450.00
106-0200	UNSUITABLE MATERIAL	50	CY	\$ 85.00	\$ 4,250.00
310-1101	GR AGGR BASE CRS. INCL MATL	1750	TN	\$ 61.25	\$ 107,187.50
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	150	TN	\$ 187.00	\$ 28,050.00
402-3121	LIME	550	TN	\$ 173.00	\$ 95,150.00
402-3130	LIME	510	TN	\$ 180.00	\$ 91,800.00
402-3190	LIME	275	TN	\$ 175.00	\$ 48,125.00
413-0750	TACK COAT	375	GL	\$ 12.55	\$ 4,706.25
441-0104	CONC SIDEWALK, 4 IN	1020	SY	\$ 64.00	\$ 65,280.00
441-0108	CONC SIDEWALK, 8 IN	210	SY	\$ 90.00	\$ 18,900.00
441-0754	CONCRETE MEDIAN, 7 1/2 IN	29	SY	\$ 108.00	\$ 3,132.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	1900	LF	\$ 24.50	\$ 46,550.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	1300	LF	\$ 31.00	\$ 40,300.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	365	LF	\$ 100.00	\$ 36,500.00
634-1200	RIGHT OF WAY MARKERS	6	EA	\$ 619.00	\$ 3,714.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	28	SF	\$ 27.00	\$ 756.00
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFLECTIVE SHEETING, TP 9	135	SF	\$ 65.00	\$ 8,775.00
636-2070	GALV STEEL POSTS, TP 7	65	LF	\$ 14.00	\$ 910.00
639-3004	STEEL STRAIN POLE, TP IV W/50' & 55' MAST ARM	1	EA	\$ 43,862.00	\$ 43,862.00
639-3004	STEEL STRAIN POLE, TP IV W/60' MAST ARM	1	EA	\$ 28,465.00	\$ 28,465.00
639-3004	STEEL STRAIN POLE, TP IV W/40' MAST ARM	1	EA	\$ 22,498.00	\$ 22,498.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1	LUMP	LS	\$ 101,549.00	\$ 101,549.00
653-0120	THERMOPLASTIC PAVEMENT MARKING, ARROW, TP 2	8	EA	\$ 165.00	\$ 1,320.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	2800	LF	\$ 1.00	\$ 2,800.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2400	LF	\$ 1.00	\$ 2,400.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	60	LF	\$ 9.00	\$ 540.00
653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	1400	LF	\$ 3.30	\$ 4,620.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE (islands)	210	SY	\$ 9.00	\$ 1,890.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW (islands)	10	SY	\$ 13.00	\$ 130.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	360	GLF	\$ 1.00	\$ 360.00
668-1100	CATCH BASIN, GP 1	1	EA	\$ 6,654.00	\$ 6,654.00
668-2100	DROP INLET, GP 1	1	EA	\$ 8,849.00	\$ 8,849.00
682-9950	DIRECTIONAL BORE, 5 IN	80	LF	\$ 26.00	\$ 2,080.00
682-9950	DIRECTIONAL BORE, 7 IN	295	LF	\$ 28.65	\$ 8,451.75
700-6910	PERMANENT GRASSING	0.50	AC	\$ 1,695.00	\$ 847.50
700-7000	AGRICULTURAL LIME	2	TN	\$ 687.00	\$ 1,374.00
700-8000	FERTILIZER MIXED GRADE	1	TN	\$ 1,307.00	\$ 1,307.00
700-8001	FERT. NITROGEN CONTENT	40	LB	\$ 2.00	\$ 80.00
700-9300	SOD	1390	SY	\$ 17.20	\$ 23,908.00
716-2000	EROSION CONTROL MATS, SLOPES	1746	SY	\$ 2.00	\$ 3,492.00
937-6010	MICROWAVE VEHICLE DETECTION SYSTEM	LUMP	LS	\$ 43,151.00	\$ 43,151.00
	Base Bid Amount				\$ 1,299,334.76
	Contingency (15%)				\$ 194,900.21
					</



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: PROPOSAL TO ENGAGE FALCON TO RE-DESIGN THE INTERSECTION OF MIRROR LAKE CONNECTOR AND CLEGHORN STREET.

AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023

PREPARED BY: Tom Barber

AMOUNT: \$101,700

GL ACCOUNT #:

FUNDING SOURCE: Eastside TAD

BUDGETED ITEM? Yes

PURPOSE: To approve a proposal from Falcon Design to re-design the intersection of the new Mirror Lake Connector and Cleghorn Street.

BACKGROUND: The improvements to Cleghorn Street and Anderson Road we initially engineered by BM&K. Falcon is responsible for engineering the southern half of the proposed Mirror Lake Connector and has determined that the utilization of a roundabout where Darden Street meets Cleghorn Street is impractical.

They have been asked to propose on a revised intersection design based on the results of a new traffic study that evaluates a four-way stop versus a traffic light.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: While I am not happy with this change of direction, we don't see any way to construct a roundabout and at the same time maintain access to the southern portion of Cleghorn Street when the train has the crossing blocked at Highway 78.

MOTION: I move to authorize the Mayor to execute an agreement with Falcon Design to redesign the intersection of the new Mirror Lake Connector and Cleghorn Street for an amount not to exceed \$101,700.



June 29, 2023

Mr. Tom Barber
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: Mirror Lake Connector, Carroll County, Georgia

Dear Mr. Barber:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

- 1. Intersection Civil Design: \$60,000.00**
 - Included all drafting and civil engineering design for a 4-way intersection to be located at present Darden Street and Cleghorn Street. This will be incorporated into the drawings being produced for the Mirror Lake Connector by Falcon Design Consultants.
 - Intersection design and layout will reflect and compliment the design prevented in the traffic study by NV5 once it has been completed.
 - Assess an alternative driveway location for the WIC building.
- 2. Additional Survey: \$7,500.00**
 - Surface level utility locations.
 - Right of way and property line resolution.
- 3. Traffic Study: \$18,000.00**
 - NV5 Engineers and Consultants, Inc. appreciate the opportunity to submit this scope of work to provide transportation services regarding the traffic study for the Mirror Lake Connector N. Carroll Road extension to Cleghorn Street in Villa Rica, Carroll County, Georgia. As we understand it, N. Carroll Road will extend from its intersection with E. Church Street to Cleghorn Street where it will tie into a future four-legged intersection. The new east-leg of the intersection will provide access to a new development, details of this development are to be provided by the city. The new four-legged intersection will be constructed at the current location of Cleghorn Street at Darden Street and is anticipated to be signalized. A portion of the new roadway will be along Darden Street alignment. However, Darden Street will not connect to the new roadway and with traffic likely to reroute to Louise Street. For the purposes of the traffic analysis, the new roadway is expected to be completed by 2025 (opening year) with a design year of 2024.
 - We will prepare a traffic study for the above-referenced project. We will study three (3) intersections along the proposed route at E. Church Street, E. Gordon Street and Cleghorn Street. We will collect new counts and adjust them for non-Covid impacts, if necessary. We will provide a report showing the capacity analysis, turn lane analysis, signal warrant analysis for the future four-legged intersection of Darden Street at Cleghorn Street, and recommendations for intersection geometry.
 - Work to be performed by NV5 Engineers and Consultants, Inc.
- 4. Intersection Signal Design: \$11,000.00**
 - NV5 will prepare preliminary and final traffic signal design plans for the one (1) new four- legged intersection of Darden Street at Cleghorn Street.

5. Underground Utility Locate:**\$1,200.00**

- Underground utility performed by Utilisurvey, LLC.
- Survey crew will survey locate the painted underground utilities.

6. Topographic Survey:**\$4,000.00**

- Work to include topographic survey using LIDAR Technology.
- Topographic survey of a portion of the WIC building property for driveway assessment.

**Client should notify the consultant if there are rock croppings, debris fields, stockpiles, or above ground structures that would need to be surveyed by a field survey crew. LiDAR scans will be referenced to State Plane Coordinate System (Georgia West NAD83 2011 Adjustment) and NAVD88 using eGPS Network. Scan data will be collected from approximately 170 feet above ground level and classified to generate a bare earth model. Deliverables include CAD file with 2-foot contours and surface produced by Civil 3D 2018 (Pointcloud data in LAZ format available, if requested). FDC is not responsible for the information or lack of information (including, but not limited to infrastructure, easements, buffers, flood, wetlands, and etc. locations) shown in CAD files, final plats, as-builts, or other files/documents provided by client or obtained through government websites. Client shall review prior to purchase or construction and notify FDC of any discrepancies.*

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)
- Wall Design
- Irrigation Design
- Lighting Design
- Environmental Permitting

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. To the extent allowed by law, it is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RESOLUTION TO AUTHORIZE THE BOND ATTORNEY TO PROCEED WITH THE ISSUANCE OF REVENUE BONDS

AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #:

FUNDING SOURCE: Bond Proceeds

BUDGETED ITEM? Yes

PURPOSE: To approve a resolution authorizing the staff and professionals to proceed with the issuance of revenue bonds.

BACKGROUND: The City desires to issue bonds to fund road and water line construction as part of the Eastside Tax Allocation district. The bond underwriter, bond attorney, City Attorney, City staff, and others need to begin work in July to meet an October deadline.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: The IGA with the Carroll County School District allows the City to move ahead with the issuance of bonds to pay for the construction of the Mirror Lake Connector and a secondary road from Anderson to Old Stone.

MOTION: I move to adopt the resolution and authorize the Mayor and City Clerk to execute the documents as needed.

**A RESOLUTION AUTHORIZING THE STAFF AND PROFESSIONALS
TO PROCEED WITH THE ISSUANCE OF REVENUE BONDS; AND FOR
OTHER PURPOSES.**

WHEREAS, the City Council (the “City Council”), the body charged with managing the affairs of the City of Villa Rica, Georgia (the “City”), has determined that it is in the City’s best interest for an Urban Redevelopment Agency to issue its revenue bonds (the “Bonds”) in order to finance all or a portion of the Approved Project (as defined in that certain Intergovernmental Agreement, dated as of June 1, 2023, by and between the City and the Carroll County School District); and

WHEREAS, the City desires to authorize (a) its staff members (the “Staff”) and Stephens, Inc. (“Stephens”) to develop a plan of finance for the issuance of the Bonds (the “Plan of Finance”) and (b) the Staff, Stephens, the City’s Bond Counsel, Murray Barnes Finister LLP (“MBF”) and the City’s Counsel, Tisinger Vance, P.C. (“TV”) to carry out the Plan of Finance and proceed with the issuance of the Bonds; and

WHEREAS, the City may pay for a portion of the costs of the Approved Project prior to the issuance of the Bonds; and

WHEREAS, the City may reimburse itself with Bond proceeds for the costs of the Approved Project paid by it prior to the issuance of the Bonds and desires to declare its intent to do so in accordance with Section 1.150-2 of the Treasury Regulations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Villa Rica, Georgia, and it is HEREBY RESOLVED, as follows:

Section 1. Authorization to Proceed. The Staff, Stephens, MBF and TV are hereby authorized, empowered and directed to do all such acts and things as may be necessary or desirable in connection with the issuance of the Bonds.

Section 2. Authorization to Execute Necessary Documents. The Mayor is hereby authorized and empowered to execute all such documents (the “Documents”) as may be necessary or desirable in connection with the issuance of the Bonds. In the event that the Mayor is unable or unwilling to execute the Documents, the Documents shall be executed by the Mayor Pro-Tem.

Section 3. Actions Ratified, Approved and Confirmed. All acts and doings of the officers, employees and agents of the City which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds are in all respects ratified, approved and confirmed.

Section 4. Reimbursement. The City reasonably expects to reimburse itself with Bond proceeds for the costs of the Approved Project paid by it prior to the issuance of the Bonds to the extent permitted by Section 1.150-2 of the Treasury Regulations. The maximum

principal amount of debt which the City presently expects to be issued relating to the Approved Project is currently estimated to be \$23,500,000.

Section 5. Repealing Clause. All resolutions or parts thereof in conflict with the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 11th day of July, 2023.

CITY COUNCIL

(SEAL)

By: _____
Mayor

Attest:

Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of the City Council (the "City Council") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to issuance of revenue bonds constitute a true and correct copy of the Resolution adopted by the City Council on July 11, 2023 in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of the Resolution appears of record in the Minute Book of the City Council, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City Council, this 11th day of July 2023.

Clerk

(SEAL)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RATIFICATION OF PROPOSAL FROM HRC TO MODIFY THE ADA RAMP AT THE COURTHOUSE

AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023

PREPARED BY: Tom Barber

AMOUNT: \$5,400

GL ACCOUNT #: 321-4210-541410

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To ratify a proposal from HRC Engineers to modify the ADA ramp at the courthouse.

BACKGROUND: The ADA ramp at the courthouse leads directly onto N. Carroll Road. HRC proposes to design a change to the end of the ramp to turn it south away from the road.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Modification of the ramp will make it safer to use.

MOTION: I move to ratify the proposal from HRC Engineers to design a modification to the ADA ramp at the Courthouse for an amount not to exceed \$5,400.



ENGINEERS | SURVEYORS LANDSCAPE ARCHITECTS

6554 E. CHURCH ST DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HRCEngineers.com

Date: May 31, 2023

Client: City of Villa Rica
Project Contact: Tom Barber
Address: 571 West Bankhead Highway
Villa Rica, GA 30180

Office: 770-459-7000
Email: tbarber@villarica.gov
Proposal No.: T23-055

Re: Villa Rica – ADA Ramp – Villa Rica Main Street Office
106 Temple, Street, Villa Rica, GA 30180

CONSULTING SERVICES AND FEES

HRC Engineers, Surveyors & Landscape Architects (HRC – the “CONSULTANT”) will begin the process of assisting the Client with these services for this parcel upon receipt of this proposal signed by the Client.

Project Understanding: This scope of services provides the CLIENT the services listed herein for the proposed project. No additional work will be performed until approval from Client in writing.

I. Partial Topographic Survey (field run)

- Collect GPS data to establish State Plane Coordinates (NAD 83) and mean sea level elevations (NAVD 88).
- The survey will include one-foot contours, grade breaks, curbs, sidewalks, pavement edges, paint stripes, storm structures (top and invert elevations, size and material type), ditches (top of bank, water and bottom elevations), above ground appurtenances (including but not limited to fences, mail boxes and signs), and other similar improvements found on the property.
- The location of buildings will be measured at ground level.
- Finished floor elevations will be measured at doorway threshold within survey limits.
- Topographic information on the survey meeting the National mapping accuracy standards for 1-foot contours and shall follow the outlined project limits.
- Provide pdf copy of existing conditions survey along with associated CAD file.
- A boundary survey is not included. Property lines will not be shown.

II. Construction Documents

- Prepare the following site design construction documents:
 - Cover Sheet / Notes, Site Plan, Grading and Drainage Plan, Site Construction Details
 - Review the construction document level site plans with the CLIENT and make necessary corrections and adjustments
- Coordination with Client, sub-consultants, and Local Issuing Authority

For the services described above, the CLIENT agrees to pay and the CONSULTANT agrees to accept the **Lump Sum** amount of **\$ 5,400**, which sum constitutes compensation for all of the Consultant's salary costs, general and administrative overhead, and profit. The client agrees to pay the CONSULTANT **monthly based on the estimated percentage** that the services described above that the consultant has completed through the billing period, as certified by the Consultant. **Direct project expenses are also reimbursable at cost plus 15% and will not exceed \$ 5,000 without written authorization by the CLIENT.**

Services requested by the CLIENT beyond those described above will be considered to be additional services, for which the CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the CONSULTANT's standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades. In such cases, associated direct project expenses are also reimbursable at cost.

	<u>Fee</u>
Partial Topographic Survey (Field Run)	\$ 1,900
Construction Documents	\$ 3,500
Total	\$ 5,400
TOTAL BASE BID	<u>\$ 5,400</u>

Project Understandings and Clarifications: The following are integral to the scope of services described above:

- Project understandings include that stated above
- The building footprint and site plan will be approved by the CLIENT at the completion of each phase and will not change significantly in scope, size or configuration once the next project design phase commences
- The project is not being considered for LEED Certification
- Storm water management reports will be prepared and storm water systems designed in accordance the requirements of the Local Issuing Authority
- It is anticipated that the proposed development will be above the 100-year flood elevation and not located in a Dam Breach Zone so that no modeling or compensatory grading will be required
- Assumption that existing soils will support the proposed building and development without additional engineering

Exclusions. The following are outside of the basic scope of work, but can be performed, if required, upon written authorization and mutually agreed adjustment(s) in the CONSULTANT's compensation.

- Construction Phase Survey Services
- Applications, plans, presentations pertaining to rezoning, variances, design waivers and/or deviations from the Local Issuing Authority's standards
- Environmental permitting
- FEMA Floodplain modeling, CLOMR (Change Letter of Map Revision) or LOMA (Letter of Map Amendment), Environmental Studies, Assessments or Permitting relative to HAZMAT and/or cleanup plan
- Structural engineering, Retaining wall and/or Structural design
- Water System modeling
- Downstream sewer capacity analysis
- Flow tests for water system (coordination with Water Utility Owner for flow testing included)
- LEED design or documentation
- Geotechnical Investigations
- Traffic studies or Signal design
- NPDES monitoring and reporting
- Permit and testing fees required by the Local Issuing Authority
- Site Lighting

- Monument signs
- Off-Site Work, Design or Easement plats, etc
- Work related to soil amendments, replacements, borrow pits, structural & foundation supports
- No construction or construction materials inspections with respect to contractor means & methods
- Erosion Control Plans, Utility Plans, Landscape Plans, Storm Drains and Profiles

Additions and Exclusions

If additional items are requested to be provided outside of the scope of this agreement, HRC reserves the right to request additional compensation based on unit prices below.

- A. Administrative Assistant -- \$60/hour, Survey Field Crew -- \$165/hour, GPS Survey Crew -- \$165/hr, Senior Land Surveyor -- \$165/hr, Land Surveyor -- \$135/hr, Land Surveyor in Training -- \$115/hr, Senior Survey Technician -- \$140/hr, Survey Technician -- \$105/hr, Senior Project Manager -- \$165, Project Manager -- \$135/hr, Project Administrator -- \$80/hr, Senior Engineer -- \$180/hr, Project Engineer -- \$135/hr, Engineer in Training - \$125/hr, Project Intern -- \$80/hr, Senior Landscape Architect -- \$180/hr, Landscape Architect -- \$135/hr, Landscape Architect in Training -- \$115/hr, Senior Project Designer -- \$155/hr, Project Designer II -- \$135/hr, Project Designer I - \$115/hr, CAD Drafter II -- \$115/hr, CAD Drafter I -- \$105/hr, Project Principal -- \$180/hr, Principal -- \$200/hr, Permit Expediter -- \$100/hr, Expert Witness -- \$275/hr
- B. All Items will be invoiced upon completion and payable net 30 days from date of the invoice and will accrue interest at a rate of 1.5% per month after 30 days. Should a client have a past due account, no work will be done on that clients projects until the account is made current.

TERMS AND CONDITIONS OF AGREEMENT

- 1. AGREEMENT TO PROCEED.** This AGREEMENT shall be in effect from the signature date until completion of the work by CONSULTANT, or unless terminated sooner. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless a prior Notice-to-Proceed has been issued by the CLIENT. This proposal is valid for 90 days from the date shown hereon. HRC reserves the right to revise this proposal, should Scope of Work change.
- 2. PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable within thirty (30) days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of one percent per month will be added to invoices not paid within thirty days. CLIENT is responsible for all expenses related to travel, postage, overnight delivery cost and printing that is related to the development of the items listed in this contract.
- 3. STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
- 4. PROJECT INFORMATION.** CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon CLIENT-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such CLIENT-provided documents.
- 5. COST ESTIMATES AND TIME SCHEDULES.** Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames.
- 6. CONSTRUCTION MONITORING.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
- 7. EXISTING CONDITIONS AND RESPONSIBILITIES.** CLIENT acknowledges that CONSULTANT and its sub consultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing CLIENT of the discovered condition in a reasonable manner of time. CONSULTANT and its sub consultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. CLIENT recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the CLIENT that are specifically included within the CONSULTANT's SCOPE OF SERVICES. CLIENT acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of CLIENT.
- 8. LIMITATION OF LIABILITY.** CONSULTANT's liability to the CLIENT for any cause of action or combination of causes whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the E&O insurance carried by the CONSULTANT under this AGREEMENT.
- 9. LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
- 10. PROJECT PROGRESS.** CONSULTANT's services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 11. PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
- 12. PROJECT DELAYS.** The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
- 13. LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
- 14. CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other sub-consultants who need such information in order to properly execute the services of this AGREEMENT.

15. **OWNERSHIP OF WORK PRODUCT.** Upon completion of the project, the work product, i.e. the drawings, reports and other material provided to the CLIENT by the CONSULTANT become the property of the CLIENT. CONSULTANT may keep copies of all work products and reuse as CONSULTANT may choose. CLIENT agrees to use the work product solely for the project covered by this Agreement. Should the CLIENT reuse any portion of the work product without the CONSULTANT'S written approval, the CLIENT shall assume full responsibility and liability for such use.
16. **SEVERABILITY; SURVIVAL.** If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.
17. **DATE CHANGES.** If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.
18. **ASSIGNMENTS.** Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. However, CONSULTANT may subcontract any portion of the work to be performed hereunder without such consent.
19. **TERMINATION.** Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.
20. **WAIVER.** No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.
21. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
22. **USE AND TRANSFER OF ELECTRONIC MEDIA FILES.** In accepting or using electronic media files ("Files") provided by CONSULTANT, CLIENT agrees that all such Files are instruments of professional service and CONSULTANT shall remain the Owner of Files. Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) provided by the CONSULTANT. Any conclusion or information obtained or derived from such Files will be at the user's sole risk. In the event of a conflict between the hard copies prepared by the CONSULTANT and the Files, the hard copies shall govern. The CLIENT agrees not to reuse these Files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees not to transfer these Files to others without the prior written consent of the CONSULTANT and further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized alterations, modifications and/or additions to the Files as well as reuse of the Files for any other project.
23. **INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE.** This AGREEMENT is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT's services absent CONSULTANT's express written agreement.
24. **THE CLIENT'S RESPONSIBILITIES.** The CLIENT shall: (a) Upon request from the CONSULTANT, provide all criteria and full information as to the CLIENT's requirements for the project, including project objectives/constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the CLIENT will require in the work products; (b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project; (c) Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project; (d) Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CLIENT, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon; (e) Designate in writing a person to act as the CLIENT's representative with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT's services and to bind CLIENT with respect to these items; (f) Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the satisfactory completion of the project; (g) Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project, except as specifically excluded herein; and (h) Bear all costs incident to compliance with the requirements of item 24.
25. **PAYMENT OBLIGATION.** Client agrees that its obligation to pay for the services is not contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which HRC is not involved, upon Client's successful completion of the Project, settlement of a real estate transaction, receipt of payment from Client's client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by Client. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by HRC in enforcing any provision of the Contract, in perfecting or obtaining a lien, recovery
26. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Georgia.
27. **INDEMNIFICATION.** To the extent permitted by law, the CLIENT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused or alleged to have been caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence.

ACCEPTED BY:

Tom Barber

DATE:

6-5-2023

NAME:

Tom Barber

TITLE:

City Manager

COMPANY NAME:

City of Villa Rica

AGREED BY:

Howard B. Ray

DATE:

6/29/23

HRC Engineers, Surveyors & Landscape Architects

Howard B. Ray, President

Aaron McCullough



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ratification of Engagement with Reedwick for Temporary Traffic Light

AGENDA DATE: July 11, 2023

DATE PREPARED: June 30, 2023

PREPARED BY: Tom Barber

AMOUNT: \$16,800

GL ACCOUNT #: 321-4210-541410

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? YES

PURPOSE: To ratify an engagement with Reedwick to remove the traffic signal on Punkintown Road at Shoreline Parkway and to install a temporary traffic signal.

BACKGROUND: The construction of the Mirror Lake Connector requires the removal of rock on the west side of Punkintown Road adjacent to the control equipment for the traffic signal at Shoreline Parkway. The control box and mast need to be removed and replaced with a temporary signal.

STAFF RECOMMENDATION: Staff recommends ratification.

IMPACT: Removal of the existing signal and installation of the temporary signal is the next step in the construction of the Mirror Lake Connector and the future improvements to the intersection of Punkintown Road and Shoreline Parkway.

MOTION: I move to ratify the engagement of Reedwick to remove the existing traffic signal and to erect a temporary signal at the intersection of Punkintown Road and Shoreline Parkway for an amount not to exceed \$16,800.



REEDWICK, LLC

15071 Veterans Memorial Hwy

Villa Rica, GA 30180

CONTACTS: MATT REEDY (404)735-8764

VAN SEDWICK (404)316-7891

DAN KELLY (404)433-5226

To: City of Villa Rica

Project: Mirror Lake Blvd at ShoreLine Pkwy

BID Date: Thursday, May 18, 2023

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
	TRAFFIC CONTROL/MOBILIZATION	LS	1.00	\$ 1,500.00	\$ 1,500.00
	CLASS II TIMBER POLE W / GUY	EA	2.00	\$ 1,650.00	\$ 3,300.00
	SIGNAL TIMING AND ADJUSTMENTS	LS	1.00	\$ 1,000.00	\$ 1,000.00
	TEMP. TRAFFIC SIGNAL INSTALLATION NO. 1	LS	1.00	\$ 10,000.00	\$ 10,000.00
	VEHICLE DETECTION, (LOOP OR IVIDS) REEDWICK WILL DETERMINE BEST OPT	EA	1.00	\$ 1,000.00	\$ 1,000.00
NOTE:	ALL SIGNAL EQUIPMENT UTILIZED SUPPLIED BY REEDWICK AND WILL BE COLLECTED AND RETURNED TO REEDWICK ONCE NEW PERMANENT SIGNAL HAS BEEN INSTALLED.				
BID TOTAL: \$					<u>16,800.00</u>

Project Notes:

All utility relocation or utility adjustments by others. Utility coordination not included

Quote includes removing the existing pole foundations to grade, and disposing of existing poles.

Rock excavation excluded.

Quote is valid for 30 days.

Not responsible for cost of power service. Reedwick will utilize existing service.

All items quoted as all or none.

*** Reedwick is an equal opportunity employer ***



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Ratify an Agreement with Falcon Design for a Cultural Resource Survey

AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023

PREPARED BY: Tom Barber

AMOUNT: \$13,000

GL ACCOUNT #: 321-4210-541410

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To ratify an agreement with Falcon Design Consultants to provide a cultural resources survey for the Mirror Lake Connector.

BACKGROUND: The Army Corp of Engineers has added a new requirement for a historical/cultural resources survey to the application for a stream and wetland impact permit. The study takes about 60 days.

STAFF RECOMMENDATION: Staff recommends ratification.

IMPACT: We can't receive the permit we need without completing the study.

MOTION: I move to ratify the agreement with Falcon Design to produce a cultural resource survey for the Mirror Lake Connector for an amount not to exceed \$13,000.



May 12, 2023

Mr. Tom Barber
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: Mirror Lake Connector, Carroll County, Georgia

Dear Mr. Barber:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

1. Cultural Resources Survey:

\$13,000.00

- It will be determined if previously recorded cultural resources are located within or adjacent to the project area. Georgia's Natural, Archaeological, and Historical Resources Geographic Information System (GNAHRGIS) online database and other online resources will be used to check for cultural resources, within or adjacent to the project area. Files/databases to be reviewed include the National Register of Historic Places (NRHP), the Georgia Archaeological Site File (GASF), County historic structures survey files (as available in-house), GASF compliance and research reports, land lottery documents, historic maps, and early aerial photography.
- The Project Archeologist will walk transects across the project area and visually inspect exposed areas, such as clearings, unpaved roads, trails, tree falls, fire trenches, and eroding banks. Screened shovel testing will be used along each transect to monitor subsurface conditions and search for archeological deposits. Shovel testing will involve the excavation of 30-by-30-centimeter (cm) units. Soils will be screened through 0.64-cm hardware cloth to enhance the recovery of artifacts. Each test will be taken to sterile subsoil/substrate, and the profile cleaned and examined. Representative soil colors, textures and depths of deposits will be recorded.
- Shovel tests will be excavated at intervals no greater than 30 meters (m), along transects spaced not more than 30 m apart. As encountered, exposed surfaces along these transects will be inspected. The survey grid may be collapsed to accommodate diminutive landforms or small areas particularly well suited for human use. Saturated wetlands/open water will be avoided; severely disturbed areas (e.g., road cuts, erosional blow-outs, etc.) will be monitored for condition.
- A "site" will be defined as the occurrence of structural components, earthworks and/or three or more artifacts within a related or reasonably intact context. The maximum distance between artifacts from the same site depends on the physical setting, type of site, and kinds of disturbances present. Typically, artifacts found within 30 m of each other are considered to be from the same archeological site. The recovery of one or two artifacts from a defined landform will be classified as an "isolated find".
- Sites will be recorded in terms of site-specific characteristics and the surrounding environment. Identified sites will be photographed, sketched, and plotted on a project map. Site artifacts will be bagged and identified by project/site number, surveyor, and date. Recent discard Band brick, wood, and assembled stone artifactsB will be noted, but not collected.
- Data needed to complete Georgia archeological site forms and prepare site narratives will be recorded in the site attributes book. Attributes to be recorded include vegetation, pedology, water sources, and topographic setting. Site characteristics, such as size, shape, deposition, artifact density, temporal/cultural affiliation, function, and previous disturbances, will be noted as data are available. This information will be used to assess the NRHP eligibility status of each site. Criteria in 36 CFR Part 60, and guidance under 36 CFR Part 800, will be the basis for assessing significance and project effect.
- Historic Resources and Viewshed Survey will be performed to determine if historic (i.e., more than 50 years old) structures or features are located within or adjacent to the project area. The project

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CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

area and immediate surrounding areas [the Area of Potential Effects (APE)] will be visited to confirm the presence/absence of historic structures/features, and to estimate style, condition, and age of any historic structures detected. Opinions (i.e., ineligible, potentially eligible, none present) regarding the NRHP eligibility status of any detected historic structures/features will be formulated. Each historic resource will be photographed and plotted on the project area map. The project area APE/viewshed will also be photo-documented.

- Data analysis will include the processing and identification of artifacts, tabulation of artifact data, the transcription of field data to graphic media, and the preparation of Georgia archeological site forms. If artifacts are recovered, they will be prepared for curation under Task 5.
- A draft Phase I cultural resources survey report will be prepared and submitted to the client for review and dissemination. The report will discuss methodology, background information, literature search/field survey results, and resource management recommendations. The report will follow state and federal reporting guidelines for cultural resources documentation. R.S. Webb & Associates (RSWA) will respond to regulatory review comments and prepare a final report (if necessary).
- The deliverables for the project include:
 - o One box of project artifacts/documentation, ready for delivery to RRL for permanent curation.
 - o Draft and final PDF versions of the Phase I cultural resources survey report.
 - o Additional services by RSWA, as requested by the client.

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. To the extent allowed by law, it is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any

negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Design Sidewalk on West Montgomery

AGENDA DATE: July 11, 2023

DATE PREPARED: June 29, 2023

PREPARED BY: Tom Barber

AMOUNT: Not to exceed \$39,700

GL ACCOUNT #: 321-4210-541410

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To engage Falcon Design Consultants to design a sidewalk on West Montgomery.

BACKGROUND: The City intends to install a pedestrian crossing on Highway 78. At the present time the steps up to the railroad tracks are very steep and there are no sidewalks on the north side of the road.

STAFF RECOMMENDATION: Staff recommends we engage Falcon to design a sidewalk on the north side of West Montgomery.

IMPACT:

MOTION: I move to authorize the Mayor to engage Falcon Design Consultants to design a sidewalk on West Montgomery for an amount not to exceed \$39,700.



May 12, 2023

Mr. Tom Barber
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: Mirror Lake Connector, Carroll County, Georgia

Dear Mr. Barber:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

1. Cultural Resources Survey:

\$13,000.00

- It will be determined if previously recorded cultural resources are located within or adjacent to the project area. Georgia's Natural, Archaeological, and Historical Resources Geographic Information System (GNAHRGIS) online database and other online resources will be used to check for cultural resources, within or adjacent to the project area. Files/databases to be reviewed include the National Register of Historic Places (NRHP), the Georgia Archaeological Site File (GASF), County historic structures survey files (as available in-house), GASF compliance and research reports, land lottery documents, historic maps, and early aerial photography.
- The Project Archeologist will walk transects across the project area and visually inspect exposed areas, such as clearings, unpaved roads, trails, tree falls, fire trenches, and eroding banks. Screened shovel testing will be used along each transect to monitor subsurface conditions and search for archeological deposits. Shovel testing will involve the excavation of 30-by-30-centimeter (cm) units. Soils will be screened through 0.64-cm hardware cloth to enhance the recovery of artifacts. Each test will be taken to sterile subsoil/substrate, and the profile cleaned and examined. Representative soil colors, textures and depths of deposits will be recorded.
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area and immediate surrounding areas [the Area of Potential Effects (APE)] will be visited to confirm the presence/absence of historic structures/features, and to estimate style, condition, and age of any historic structures detected. Opinions (i.e., ineligible, potentially eligible, none present) regarding the NRHP eligibility status of any detected historic structures/features will be formulated. Each historic resource will be photographed and plotted on the project area map. The project area APE/viewshed will also be photo-documented.

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 - o Additional services by RSWA, as requested by the client.

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negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

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This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date