

CITY COUNCIL
JEFF REESE, MAYOR
LESLIE MCPHERSON, MAYOR PRO-TEM
VERLAND BEST
DANNY CARTER
SHIRLEY MARCHMAN
GIL MCDUGAL

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

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
September 28, 2017 | 3:00 PM

A. Meeting Call to Order (Mayor Jeff Reese)

B. Review of the Agenda (Mayor Jeff Reese)

C. Governing Body (Mayor & Council)

1. MEETING MINUTES: Approval of the minutes.
 - a. Monthly Meeting of September 5, 2017
 - b. Special Called Meeting of September 22, 2017
2. LEASE OF OLD HEADSTART PROPERTY: Request from Angelette Guyton to lease old HeadStart building located at 311 Cleghorn Street for a daycare center.
3. ADD NEW POSITION FOR IT COORDINATOR: Approval to add an IT Coordinator position to the City's payroll.
4. ADD NEW POSITION FOR BUILDING INSPECTOR: Approval to add a Building Inspector position to the City's payroll.

D. Finance (Sarah Hefty, CEO)

1. MONTHLY FINANCIAL REPORT: August 2017

E. Community Development

1. DEVELOPMENT AGREEMENT WITH D.R. HORTON HOMES: Request from D.R. Horton, D.R. Horton Homes to begin permitting new houses in The Falls at Mirror Lake.
2. VA-04-17 VARIANCE REQUEST FROM SEAN P. SHEA, D.R. HORTON, INC: Request from Sean P. Shea, D.R. Horton, Inc. for approval of a variance for the purpose of reducing buffer requirements for Lot Nos. 36, 37, and 38 in Northwoods at Mirror Lake.
3. VA-05-17 VARIANCE REQUEST FROM SEAN P. SHEA, D.R. HORTON, INC: Request from Sean P. Shea, D.R. Horton, Inc. for approval of a variance for the purpose of reducing buffer requirements for Lot Nos. 26, 28, 29, 30, 31, 32, 33, 34, 36, and 37 within Southwoods Mirror Lake.
4. ABL-06-17: ALCOHOL BEVERAGE LICENSE FOR LUTHER'S BISTRO: Approval to allow applicant to pour wine and malt beverages at Luther's Bistro, 901 S. Carroll Road, Suite 101, Villa Rica, Georgia

F. Police (Chief Michael Mansour)

1. PURCHASE OF VEHICLES FOR POLICE DETECTIVES: Approval for the purchase of vehicles for the Police Department Detectives.

G. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. NUGGET DROP FIREWORKS DISPLAY CONTRACTOR RECOMMENDATION: Approval of a fireworks contractor for the Nugget Drop.

H. Public Works (Pete Zorbanos, Director)

1. EMERGENCY PURCHASES OVER \$10,000: Replace 2 failed list station pumps to avoid spills and loss of customer service.

I. Consent Agenda Review

J. City Manager's Report

K. Adjournment

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COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, September 5, 2017 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm.

Invocation (Councilman Danny Carter)

Councilman Danny Carter led the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

- Recognition of Jamie Saylor for 15 Years of Service. Jamie is an Equipment Operator (Public Works Department).
City Employee Jamie Saylor was recognized for 15 years of service.
- Presentation of Safety & Risk Management Leadership Award to Kevin Carroll (Sergeant with the Villa Rica Police Department) from the Local Government Risk Management Services (LGRMS)
Dan Beck, Director of the Local Government Risk Management Services, presented City Employee Kevin Carroll with the Safety & Risk Management Leadership Award. Sergeant Carroll is the Safety Coordinator for the City of Villa Rica.

Adoption of the Agenda (Mayor Jeff Reese)

Mayor Reese requested amendments to the agenda: (1) Remove C1-Contracts and Agreements of the Various Carriers (2) Defer E5 and E6 Variance Requests to the October Council Meeting.

RESULT: ADOPTED (UNANIMOUS)
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman, McDougal, McPherson, Best

Council Updates (Subjects of General Interest and Concern)

City Manager's Report (Tom Barber)

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)

Six citizens came forward to make a public comment.

Consent Agenda

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Thursday, August 31, 2017 Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. **WORK AUTHORIZATION FOR INTEGRATED SCIENCE & ENGINEERING:** Approval for the city to enter a working relationship with Integrated Science & Engineering to help us develop a strategy to become an independent water provider.
2. **BAIL BOND AGENCY APPLICATION:** Approval of application from Best Bonding Services, Inc., to operate as a Bail Bondsmen in the City of Villa Rica.
3. **COURT CONDEMNED PROPERTY:** Approval to sell a list of Court Condemned Property to the public on GovDeals.
4. **MOU READDRESSING BANKHEAD HIGHWAY:** Approval of Memorandum of Understanding between the City of Villa Rica and Douglas County to readdress U.S. Highway 78/Bankhead Highway as Veterans Memorial Highway.
5. **GOLD DUST PARK MASTER PLAN DESIGN:** Approval of the lowest bidder of Signature Tennis Courts, Inc. at bid price of \$75,500.

RESULT: ADOPTED (UNANIMOUS)

MOVER: Verland Best, Councilman

SECONDER: Gil McDougal, Councilman

AYES: Best, McDougal, Carter, Marchman, McPherson

A. Governing Body (Mayor Jeff Reese)

1. **MEETING MINUTES:** Review of meeting minutes
 - a. July 27, 2017 Special Called Meeting
 - b. August 1, 2017 Monthly Meeting
 - c. August 18, 2017 Special Called Meeting
 - d. August 25, 2017 Special Called Meeting

RESULT: ADOPTED (UNANIMOUS)

MOVER: Verland Best, Councilman

SECONDER: Shirley Marchman, Councilwoman

AYES: Best, Marchman, Carter, McPherson, McDougal

2. **CARROLL COUNTY INMATE WORK DETAIL AGREEMENT:** Approval of the second of two agreements with Carroll County that govern the use of inmate crews for grounds maintenance.

RESULT: ADOPTED (UNANIMOUS)

MOVER: Danny Carter, Councilman

SECONDER: Verland Best, Councilman

AYES: Carter, Best, McPherson, Marchman, McDougal

3. SALE OF CITY-OWNED PROPERTY TO GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) FOR RIGHT-OF-WAY FOR THE NORTH LOOP: Approval of sale of city-owned property to GDOT who needs the land along the proposed route of the North Loop for right-of-way.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Carter, McDougal, Best, Marchman, McPherson

4. ENGINEER POSITION TO COMMUNITY DEVELOPMENT: Approval to add an Engineer position to the Community Development department.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Verland Best, Councilman
AYES: Carter, Best, McPherson, Marchman, McDougal

B. Finance (Sarah Hefty)

1. MONTHLY FINANCIAL REPORT: July 2017
CFO Sarah Hefty presented the July 2017 Financial Report.
2. CHANGE FISCAL YEAR: Approval to change the fiscal year from January-December to October-September

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Verland Best, Councilman
SECONDER: Danny Carter, Councilman
AYES: Best, Carter, Marchman, McPherson, McDougal

3. CYCLE BILLING: Approval to divide-up utility customers into four sections and have separate utility billings for each section.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Best, Marchman, McDougal

4. POSSIBLE GEFA LOAN FOR CRITICAL WATER/SEWER PROJECTS: Discussion of possible GEFA loan for around \$3,000,000 in order to complete the critical water projects.
This was discussion only and no action was required.

C. Removed from the Agenda (Contracts and Agreements of the Various Carriers)

D. Moved to Consent Agenda

E. Community Development (Janet Hyde, Manager)

1. RA-03-17 REZONING REQUEST: Humberto Melendez is requesting approval of a rezoning of property located at 207 Westview Drive (3 Houses) from DT-COM (Downtown-Commercial) to DT-CMU (Downtown- Commercial Mixed Use) for use as residences.

Public Hearing: No one came forward.

RESULT: DENIED (4/1)

MOVER: Gil McDougal, Councilman, deny request.

SECONDER: Verland Best, Councilman

AYES: Leslie McPherson, Councilwoman, to approve request.

NAYS: McDougal, Best, Marchman, Carter

2. LEASE OF OLD HEADSTART PROPERTY: Request from Angelette Guyton to lease old HeadStart building located at 311 Cleghorn Street for a daycare center.

RESULT: TABLED (UNANIMOUS) TO OCTOBER MEETING

MOVER: Gil McDougal, Councilman

SECONDER: Danny Carter, Councilman

AYES: McDougal, Carter, Best, Marchman, McPherson

3. DEVELOPMENT AGREEMENT WITH D.R. HORTON HOMES: Request from D.R. Horton, D.R. Horton Homes to begin permitting new houses in The Falls at Mirror Lake.

Janet Hyde requested the Council to table the request due to Items E4 & E5 being deferred to the October Council Meeting.

RESULT: TABLED (UNANIMOUS) TO OCTOBER MEETING

MOVER: Leslie McPherson, Councilwoman

SECONDER: Verland Best, Councilman

AYES: McPherson, Best, Marchman, Carter, McDougal

4. **Deferred to October Council Meeting (VA-04-17 Variance Request)**

5. **Deferred to October Council Meeting (VA-05-17 Variance Request)**

F. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. CONNERS ROAD PARK MASTER PLAN DESIGN: Approval of Falcon Design as the surveying and design professional for Connors Road Park.

RESULT: ADOPTED (UNANIMOUS)

MOVER: Gil McDougal, Councilman, for Boundary Survey and Geotechnical only for \$20,500.

SECONDER: Danny Carter, Councilman

AYES: McDougal, Carter, Best, Marchman, McPherson

G. Economic Development/Main Street (Christopher Pike, Director)

1. DOWNTOWN CONNECTOR PLANNING SERVICES: Approval of proposal from TSW to provide planning and design services for the area around the proposed Downtown Connector.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman
SECONDER: Gil McDougal, Councilman
AYES: McPherson, McDougal, Best, Marchman, Carter

I. Discussion Item

1. OLD TOWN VILLAGE SUBDIVISION STREET LIGHTS – Councilwoman Leslie McPherson requested the Council consider having the street lights turned on at the subdivision and the city cover the cost of \$195.00. Because this was only a discussion item on the agenda, action will be taken at the Special Called Council Meeting on Friday, September 22, 2017.

ADJOURNMENT - There being no further business, the meeting was adjourned.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Verland Best, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Best, Marchman, Carter, McPherson, McDougal

Jeff Reese, Mayor

Alisa Doyal, City Clerk

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SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
September 22, 2017 | 8:00 AM

Meeting Call to Order (Mayor Jeff Reese)

Adoption of the Agenda (Mayor Jeff Reese)

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.)

A. Finance (Sarah Hefty)

1. ADD BANK ACCOUNT FOR SELF FUNDED INSURANCE: To set up a new bank account for self-funded insurance.
2. 2018 BUDGET CALENDAR: Approval of revised budget calendar

B. Human Resources (Stephanie Rooks, Manager)

1. CONTRACTS AND AGREEMENTS WITH VARIOUS COMPANIES: Approval of contracts and agreements to move forward with the Self-Funded Health Plan, Rx and Reporting Features.

C. Governing Body (Mayor & Council)

1. WORK AUTHORIZATION FOR INTERIM PLANNING AND ZONING COORDINATOR: To engage Brennon Jones as our Interim Community Development Director.
2. DISCUSS SIGN ORDINANCE (COUNCILMAN GIL MCDOUGAL)
3. OLD TOWN VILLAGE STREET LIGHTS (COUNCILWOMAN LESLIE MCPHERSON): Approval of City paying the \$195 (estimate) fee to turn the street lights back on and continuing to pay the bill to keep them on.
4. STREET LIGHTS ON VILLAGE LANE (COUNCILMAN GIL MCDOUGAL): Approval of City paying the bill for the street lights.

D. Adjournment

MEMORANDUM

TO: Mayor and Council
cc: Tom Barber

FROM: David Mecklin

RE: Agreement between Community Action for Improvement, Inc. and the City of Villa Rica – June 27, 1995

DATE: September 18, 2017

FACTS:

In 1995, the City of Villa Rica was approached by Community Action for Improvement, Inc. (CAFI) a non-profit company headquartered in LaGrange, Georgia. CAFI proposed to open a Head Start learning center in the City of Villa Rica with the cooperation and support of the City. Because there were no similar programs available at the time, the City agreed to provide two acres of land for CAFI to place a building and open the Head Start learning center. CAFI operated the Head Start program in Villa Rica for a number of years but closed its program several years ago.

The City has recently been approached by Annette Guyton of Leaping Forward Academy, LLC who has stated that Leaping Forward Academy wants to lease the Head Start building from CAFI and needs the City's permission to use the land. Leaping Forward Academy is a for profit company.

QUESTION PRESENTED: Can the City authorize Leaping Forward Academy, LLC to continue to use the Head Start center on the same basis that it permitted CAFI to do so?

LEGAL OPINION:

It is my considered legal opinion that the City of Villa Rica does not have the authority to allow Leaping Forward Academy, LLC to use City owned property at no charge. When the City first allowed CAFI to place a structure on City property, CAFI was a non-profit company that supplied a service that was not available in the City (early learning centers for underprivileged children). The new proposed use is for a for profit company which provides similar services even though both public school systems and other for profit companies supply similar services in the City.

The gratuities clause of the Georgia Constitution – Article III, Section 6, Paragraph 6, does not allow a government body to make a grant or donation for a purpose not allowed by other statutes. It has been defined within the meaning of the Constitution as a prohibition against the

government granting something given freely or without recompense or as a gift. Raven County v. Mountain Creek Estates, LLC, 280 Ga. 855, 632 SE 2d 140 (2006). This provision of the Constitution applies to cities. Harris v. Gilmore, 265 Ga. App. 841, 595 SE 2d 651 (2004). For the City of Villa Rica to allow a private company to use City land without payment would in my opinion be a gratuity as defined by the Constitution. Accordingly, the City should not allow Leaping Forward Academy, LLC to utilize City property without charge.

RECOMMENDATION:

It is my recommendation that the City deny Leaping Forward Academy, LLC the right to use any City property without payment of a fair rent. Because the CAFI Head Start program in Villa Rica has been closed for some period of time there is a reasonably good question as to whether or not the service originally provided in 1995 is still needed by the City at this time. Because there are many other opportunities for children served by programs of this nature in Villa Rica in 2017, it would be my recommendation that the City terminate its agreement with Community Action for Improvement, Inc. This would be accomplished by forwarding a letter to Community Action for Improvement, Inc. terminating the agreement between the City and CAFI. The City should work with CAFI to allow them a reasonable opportunity to remove the structure from City property. I would recommend that we set a time deadline of 90 to 120 days to allow CAFI to remove the building from the premises. I do not know whether or not the City has any potential use for the building or would be interested in attempting to purchase it from CAFI. Any decisions made along this line would be made by the Council under its normal operating process.

If I can answer any further questions concerning this matter, please do not hesitate to contact me.



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Add New Position for IT Coordinator
CITY COUNCIL AGENDA DATE: October 3, 2017

DATE: 9/78/2017
PREPARED BY: Tom Barber

FISCAL IMPACT:

ANNUAL – For 2017: Two months of salary and benefits, approximately \$15,000

CAPITAL –

OTHER –

FUNDING SOURCE: This would be a new item in the General Fund and be offset somewhat by reducing our dependence on the Blue Group

PURPOSE: To add an IT Coordinator position to the City's payroll.

BACKGROUND: The City operates an older, outdated, and underpowered computer network. Several functions operate over DSL lines or on stand-alone equipment. Available space for storage is limited, with some network server drives are over 90% full. Our backup procedures and off-site storage arrangements are inadequate. We currently outsource our IT function, so regular on-site oversight is non-existent. To cost-effectively address these and many other issues we need to hire a fulltime in-house person.

STAFF RECOMMENDATION: Staff recommends that City Council authorize the CFO and HR Director to add an IT Coordinator to the current budget and advertise the position as soon as possible.

IMPACT:



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Add New Position for Building Inspector
CITY COUNCIL AGENDA DATE: October 3, 2017

DATE: 9/78/2017

PREPARED BY: Tom Barber

FISCAL IMPACT:

ANNUAL – For 2017: Two months of salary and benefits, less than \$15,000

CAPITAL –

OTHER –

FUNDING SOURCE: This would be a new item in the General Fund and be more than offset by a reduction in fees paid to Carroll County

PURPOSE: To add a Building Inspector position to the City's payroll.

BACKGROUND: The City currently pays Carroll County to provide building inspection services. Our fee is based on 60% of building permit revenue. In just eight months this year we have paid them over \$120,000. A fulltime inspector would cost a fraction of that amount.

STAFF RECOMMENDATION: Staff recommends that City Council authorize the CFO and HR Director to add a Building Inspector to the current budget and advertise the position as soon as possible.

IMPACT:

CITY OF VILLA RICA

Monthly Financial Analysis - August 2017 (67%)

GENERAL FUND

SELECTED STATISTICS

Total Cash - Operating	\$	4,760,182
Total Unassigned Fund Balance (Equity)	\$	5,220,018

REVENUE STATUS

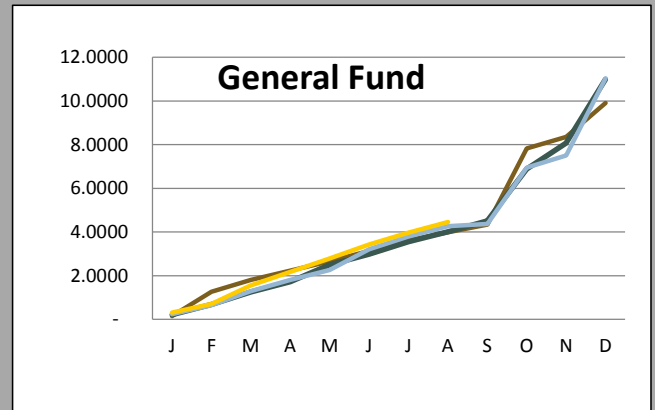
	Budget	YTD	% of Budget	Compared to Prior YTD
LOST	\$ 2,437,000	\$ 1,362,712	56%	1% ↑
Property Tax	3,139,000	159,347	5%	93% ↑
Occupational Tax	400,000	368,893	92%	14% ↑
Permits & Inspect.	97,800	302,409	309%	412% ↑

FUND STATUS

	Budget	YTD	% of Budget	Compared to Prior YTD
<i>General Fund</i>				
Revenue	\$ 11,910,299	\$ 4,465,253	37%	14% ↑
Expense	11,910,299	6,954,207	58%	6% ↑

REVENUE TREND COMPARISON (in millions)

2014 2015 2016 Current Fiscal Year



ENTERPRISE FUND: WATER/SEWER

SELECTED STATISTICS

Total Cash - Operating	\$	13,496
Total Investments	\$	2,059,118
Total Outstanding Bond Principal	\$	33,130,000
Total Unrestricted Net Position (Equity)	\$	2,292,915

REVENUE STATUS

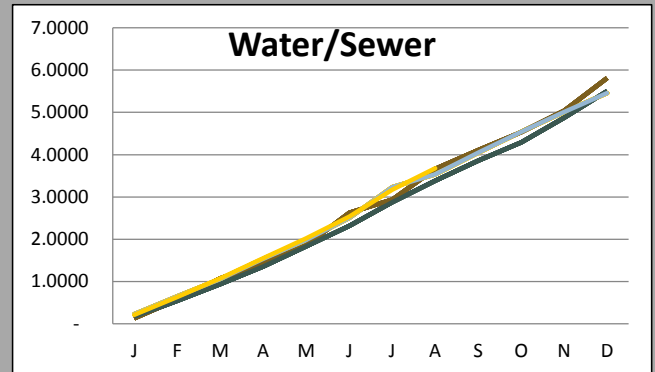
	Budget	YTD	% of Budget	Compared to Prior YTD
Water Sales	\$ 2,940,000	\$ 1,668,552	57%	-3% ↓
Sewer Sales	2,383,500	1,385,160	58%	-1% ↓
Tap Fees	280,000	410,275	147%	123% ↑

FUND STATUS

	Budget	YTD	% of Budget	Compared to Prior YTD
<i>Water/Sewer Fund</i>				
Revenue	\$ 7,109,000	\$ 3,678,933	52%	4% ↑
Expense	7,100,818	4,775,573	67%	20% ↑

REVENUE TREND COMPARISON (in millions)

2014 2015 2016 Current Fiscal Year



ENTERPRISE FUND: SOLID WASTE

SELECTED STATISTICS

Total Cash - Operating	\$	(349,270)
Total Unrestricted Net Position (Equity)	\$	(195,394)

REVENUE STATUS

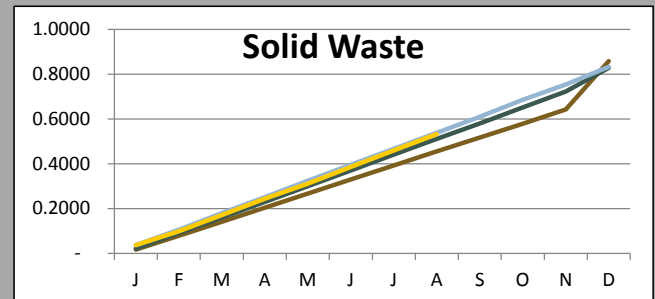
	Budget	YTD	% of Budget	Compared to Prior YTD
Solid Waste	\$ 863,100	\$ 505,160	59%	-0.3% ↓

FUND STATUS

	Budget	YTD	% of Budget	Compared to Prior YTD
<i>Solid Waste Fund</i>				
Revenue	\$ 915,100	\$ 532,599	58%	-1% ↓
Expense	914,605	624,790	68%	11% ↑

REVENUE TREND COMPARISON (in millions)

2014 2015 2016 Current Fiscal Year





**CITY OF VILLA RICA
City Council Packet**

Agenda Item:

SUBJECT: Development Agreement with D.R. Horton Homes

CITY COUNCIL AGENDA DATE: September 5, 2017

DATE: August 24, 2017

PREPARED BY: Janet Hyde

FISCAL IMPACT:

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE:

PURPOSE: To reach an agreement with D.R. Horton Homes which will allow them to begin permitting new houses in The Falls at Mirror Lake.

BACKGROUND: The original developer of The Falls at Mirror Lake became insolvent and did not complete the subdivision. D.R. Horton intends to acquire certain lots in the subdivision and desires to enter into an agreement governing the terms and conditions for completion of the subdivision and approval of the plans and elevations and issuance of building permits.

STAFF RECOMMENDATION: Approval of development agreement.

IMPACT: Approval of the development agreement will allow D.R. Horton to obtain permits for building in this subdivision, as long as the requirements of the development agreement are satisfied.

DEVELOPMENT AGREEMENT

This Agreement is entered into on this _____ day of _____, 2017, between the City of Villa Rica, Georgia (the "City"), and D.R. Horton, Inc. (the "Builder").

WITNESSETH:

WHEREAS, a subdivision located within the City of Villa Rica known as The Falls at Mirror Lake Phase 1 more particularly described on the subdivision plat of record at Plat Book 35, Pages 97 through 100, Douglas County, Georgia Records (the "Plat") was previously approved for development by the City (the "Subdivision");

WHEREAS, the original developer of the Subdivision became insolvent and did not complete the Subdivision;

WHEREAS, the Builder intends to acquire certain lots in the Subdivision more particularly described on **Exhibit A** attached hereto and incorporated herein by reference for the construction of the Homes (defined below) thereon (the "Lots"); and

WHEREAS, the City and the Builder wish to enter into this Agreement governing the terms and the conditions of the completion of the Subdivision and approval of the plans and elevations and issuance of building permits for the Homes;

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

1. Completion of Subdivision.

The Builder agrees to complete the Builder Subdivision Improvements (as defined below in Section 4) in accordance with the City zoning and subdivision regulations, the approved construction plans, the City's housing codes, and this Agreement.

2. Common Areas; Homeowners Association.

The parties agree that the Builder will use commercially reasonable efforts to purchase all of the common areas as shown on the Plat. Said common areas are believed to be currently owned by a bank. Builder agrees to record a declaration of covenants (the "Declaration") providing for a mandatory homeowners' association (the "HOA") and to form a nonprofit corporation for the HOA, which would encumber and be binding upon all of the Lots. Builder will offer the opportunity to any and all other homeowners within the Subdivision to subject their lots to the Declaration and become a member of the HOA. The Declaration will provide that the common areas of the Subdivision will be conveyed to and maintained by the HOA.

3. House Plan Approvals and Building Permits.

(a) In the original approval of the development of the Subdivision by the City, the

City approved certain plans and elevations for proposed homes to be built in the Subdivision at the time of the failed development. The Builder has submitted proposed house plan elevations to the City by letter dated June 13, 2017, a copy of which is attached hereto and incorporated herein as **Exhibit B**, for the single family homes to be constructed on the Lots (the "Homes"), and the City has approved these plan elevations (the "Approved House Plan Elevations") in accordance with its current evaluation process. The City agrees that Approved House Plan Elevations for the Homes are not required to be the same as the existing homes in the Subdivision.

(b) Based on the Approved House Plans, the Builder shall be entitled to request building permits (and a land disturbance permit or multiple land disturbance permits as may be required) for the construction of the Homes in accordance with the City's current permit process. The City shall grant the building permits upon the receipt of the properly completed applications and the payment of the required fees, and the City shall perform inspections of the construction of the Homes in the customary manner.

4. Builder Subdivision Improvements.

(a) Builder will be responsible for installation of sidewalks throughout the Subdivision in accordance with existing City of Villa Rica standards.

(b) Builder will be responsible for the installation of street lights throughout the Subdivision in accordance with existing City of Villa Rica standards.

5. Topcoat Paving.

The City agrees to top coat all of the existing roads in the Subdivision at such time as the City would customarily top the roads upon the completion of the Subdivision, but not later than ninety (90) days following the issuance of the certificate of occupancy for the last Home in the Subdivision. The Builder agrees to pay to City the sum of \$35,000 towards the road improvements for the Subdivision. The City shall make written demand upon Builder for the payment of said sum no sooner than ninety (90) days prior to the proposed final topping of the roads. Upon receipt of demand from the City, the Builder shall pay the aforesaid sum within thirty (30) days.

6. Maintenance Bond.

Builder will post a maintenance bond in a form reasonably acceptable to the City for maintenance of the Builder Subdivision Improvements for a period of one (1) year after substantial completion and inspection and acceptance of the Builder Subdivision Improvements. The City shall not require further financial assurances from the Builder beyond the maintenance bond. Upon the performance by the Builder of its obligations required in this Agreement, at the end of the term of the maintenance bond the City shall execute such documents as are necessary to release the maintenance bond.

7. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement may be amended, modified or supplemented only by an agreement in writing signed by the party against whom such amendment, modification or supplement is sought to be enforced. Any such writing must refer specifically to this Agreement and any purported amendment in violation hereof shall be void.

8. Governing Law.

This Agreement shall be interpreted in accordance with Georgia law and may only be enforced in the Superior Court for Douglas County, Georgia, and Georgia appellate courts.

9. Attorneys' Fees.

In the event of any litigation between the City and the Builder regarding this Agreement, the losing party shall promptly pay the substantially prevailing party's reasonable attorneys' fees and expenses and costs of litigation.

10. Transferability.

Except for the sale of individual Lots to third party buyers in the normal course, the obligations of the Builder (including the obligation to provide financial assurances under Sections 6 above) hereof shall survive any sale of the Lots and shall remain the obligation of the Builder until: (a) the Builder shall provide the City with an executed assignment and assumption agreement, reasonably acceptable to the City, in which the transferee or assignee expressly assumes and agrees to perform the obligations of the Builder (including the obligation to provide financial assurances under Sections 6 above); and (b) the Builder shall provide notice to the City as to the name, address, and telephone number of the transferee or assignee.

11. Acceptance of Builder Subdivision Improvements.

Formal approval and acceptance of the Builder Subdivision Improvements shall follow the procedure established in the City's zoning and subdivision regulations. Subsequent to acceptance by the City, the Builder shall have no claim, direct or implied, in the title or ownership of the Builder Subdivision Improvements. The City, upon final approval and acceptance, will take full title to the Builder Subdivision Improvements and will provide maintenance thereafter, except that the Builder is responsible for construction failures and defects in the Builder Subdivision Improvements during the Warranty Period. During this period, it shall remain the responsibility of the Builder to correct and cure these defects and failures.

12. Warranty.

The Builder warrants that all improvements to be accepted by the City will be free from defects in design, materials, or workmanship for a period of one (1) year from the date of approval and acceptance by the City (the "Warranty Period"). The Builder shall promptly repair, at its own costs, all construction failures and defects in the Builder Subdivision Improvements which occur within the Warranty Period. If repairs required herein are not

timely completed, after written notice to the Builder and a reasonable opportunity to cure, the City shall have the right, at its option to: (a) make said repairs at the expense of the Builder; or (b) call the Builder's maintenance bond to pay for said repairs.

13. Force Majeure Delays.

The parties acknowledge that Force Majeure Delays may delay the performance by either party of its obligations hereunder. As used herein, "Force Majeure Delays" means a delay by either party of any of its obligations hereunder that is caused by adverse weather conditions, natural disaster, terrorist activity, war, labor dispute, governmental delay, or similar matter beyond the control of such party, without such party's fault or negligence. If a party shall be incapable of performing its obligations hereunder due to Force Majeure Delays, advance notice of such anticipated delay shall be provided to the other party, where possible. If advance notice is not possible for any reason, an explanation of the reason for the delay shall be provided as quickly as possible following such delay and a revised date for resumption of the obligation shall be submitted.

14. Further Assurances.

At any time or from time to time after the date hereof, the parties each agree to execute and deliver any further instruments or documents and take all such further action as the other may deem necessary or advisable to evidence or effectuate the consummation of the transactions contemplated hereby, assist and facilitate the provisions of this Agreement, and otherwise carry out the intent of the parties hereunder.

15. Severability.

If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement.

16. Counterparts; Entire Agreement.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to the transactions contemplated by this Agreement.

17. Contingencies.

The Builder's obligations under this Agreement are contingent upon satisfaction of all of the following conditions: (a) the closing of the acquisition of the Lots

by the Builder, (b) the acquisition of the common area parcels by the Builder; and (c) approval of the plans and elevations of the Homes by the City. If these conditions are not satisfied by the date that is sixty (60) days after the date first set forth above, this Agreement shall automatically terminate and thereafter neither party shall have any further obligation to the other hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed.

BUILDER:

D.R. HORTON, INC.

By: _____

Timothy R. Arnold

Title: Division President

CITY OF VILLA RICA, GEORGIA

By: _____

Name: _____

Title: _____

Approved as to Form and Legality:

City Attorney

EXHIBIT A

Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 46, 47, 48, 49, 50 and 51 on that certain Final Plat of Falls at Mirror Lake, Phase I, of record at Plat Book 35, Pages 97 through 100, Douglas County, Georgia Records.

EXHIBIT B

Approved House Plan Elevations

(attached)



June 13, 2017

City of Villa Rica
ATTN: Ms. Vicki Coleman
571 W Bankhead Highway
Villa Rica, Georgia 30180

Ref: The Falls at Mirror Lake Proposed Product Line

Dear Vicki:

Included with this letter you will find copies of the architectural drawings of house plan elevations that D.R. Horton, Inc., proposes to build in The Falls at Mirror Lake community located in the City of Villa Rica, off Tyson Road at Balsam Wood Trail. We are submitting these plans for your review and approval.

<u>PLAN NAME</u>	<u>ELEVATIONS</u>	<u>SIZE</u>
CALI	A, B, E & F	1,774 SF
BOOTH	A, B, E & F	1,891 SF
FLORA	A, B, G & H	2,176 SF
ROBIE	A, B, G & H	2,361 SF
GALEN	A, B, G & H	2,432 SF
HAYDEN	A, B, G & H	2,476 SF
GREEN	A, B, G & H	2,890 SF
HALTON	A, B, G & H	3,209 SF

These plans represent a mix of ranch style and two-story plans that were chosen to fit in with the existing homes in the community. If these plans are acceptable, please acknowledge approval below and return this letter to me at your earliest convenience. Please contact me should you have any questions or need any additional information.

Sincerely,

David Spearman
Land Acquisition

PLANS APPROVED FOR THE FALLS AT MIRROR LAKE:

By: _____ Date: _____

40' Series

FOR
CONSTRUCTION

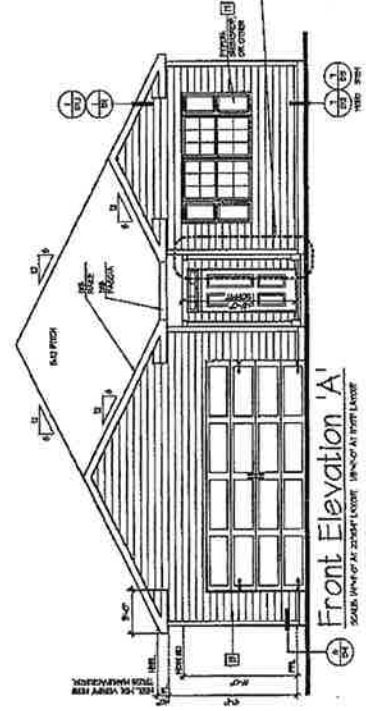
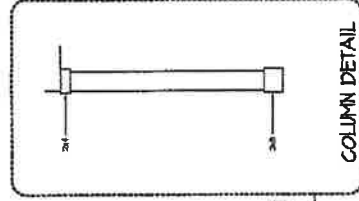


पत्रिका/सं: 6403092

SEATTLE
'CALI'
EXTERIOR
ELEVATIONS
'4EBF-A'

PRINT DATE: Jan. 18, 2014
INVEST (R2)

1A



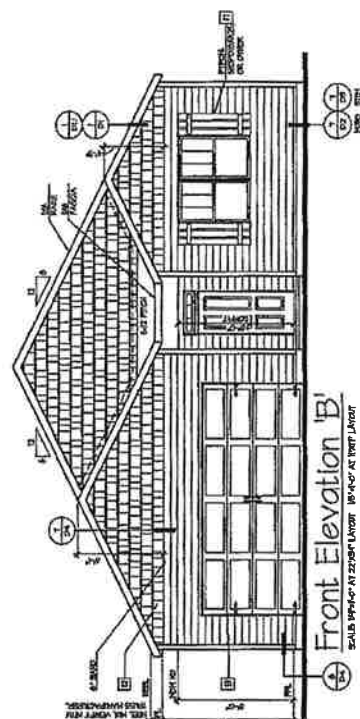
Front Elevation 'A'

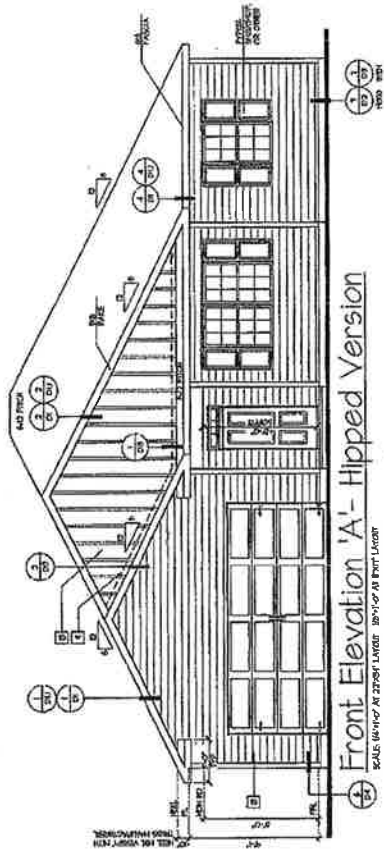
NOTES:

- **MAJOR ECONOMIC ISSUES ARE THE FOLLOWING:**
 - **INFLATION:** INFLATION HAS BEEN HIGH SINCE 1974, BUT HAS BEEN FALLING SINCE 1980. INFLATION IS CURRENTLY AT 10.5%.
 - **UNEMPLOYMENT:** UNEMPLOYMENT HAS BEEN HIGH SINCE 1974, BUT HAS BEEN FALLING SINCE 1980. UNEMPLOYMENT IS CURRENTLY AT 10.5%.
 - **DEBT:** DEBT HAS BEEN HIGH SINCE 1974, BUT HAS BEEN FALLING SINCE 1980. DEBT IS CURRENTLY AT 10.5%.
 - **TRADE:** TRADE HAS BEEN HIGH SINCE 1974, BUT HAS BEEN FALLING SINCE 1980. TRADE IS CURRENTLY AT 10.5%.
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KEY NOTES:

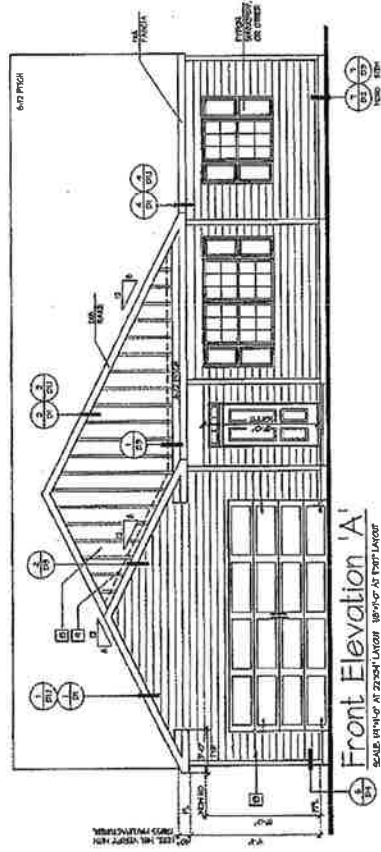
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Front Elevation 'A'- Hipped Version

SCALE: 1/4" = 1'-0" AT 27'-0" LAYOUT 1/8" = 1'-0" AT 11'-0" LAYOUT



Front Elevation 'A'

SCALE: 1/4" = 1'-0" AT 27'-0" LAYOUT 1/8" = 1'-0" AT 11'-0" LAYOUT

NOTES: 1. FINISH CONDITIONS MAY VARY FOR DIFFERENT SITES. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 2. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 3. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 4. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 5. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 6. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 7. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 8. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 9. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 10. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER.	KEY NOTES: 1. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 2. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 3. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 4. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 5. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 6. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 7. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 8. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 9. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER. 10. FINISHES SHALL BE DETERMINED BY THE ARCHITECT AND THE OWNER.
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FOR CONSTRUCTION

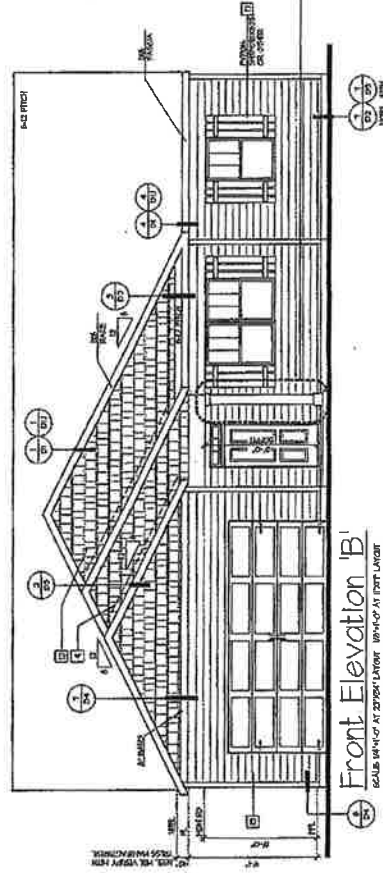
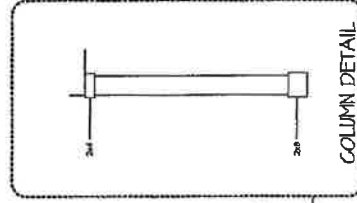
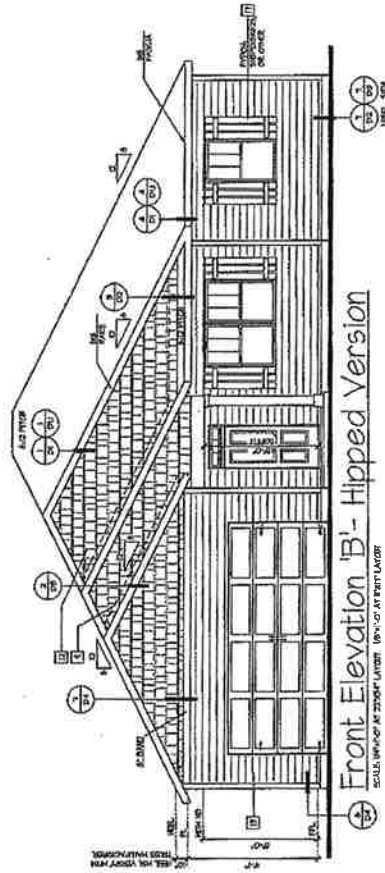


PROJECT: 500405

BOOTH' EXTERIOR ELEVATIONS 'SEBIF-A'

DATE: March 7, 2014

1A



NOTES:

- [illegible]

KEY NOTES

11. ADVANCED WORK: WORKS AS SUBMITTED BY DEVELOPER, REPAIR AS NEEDED.
12. MAJOR WORK: WORKS AS SUBMITTED BY DEVELOPER, REPAIR AS NEEDED.
13. MAJOR/REPAIR WILL BECOME AS DEVELOPER, REPAIR AS NEEDED.
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ALL HIDEOUT HOUSE OFFERING IS LESS THAN 24" ABOVE THE FINISH FLOOR AND 1400% OFFERING IS GUARANTEED TO TRY AND/OR THE OTHER HOLDING SURFACE MUST HAVE MINIMUM OFFERING OF 1400% OFFERING. CONTACT WITH THE 2007 AND 2008 OFFERING.

March 7, 2014

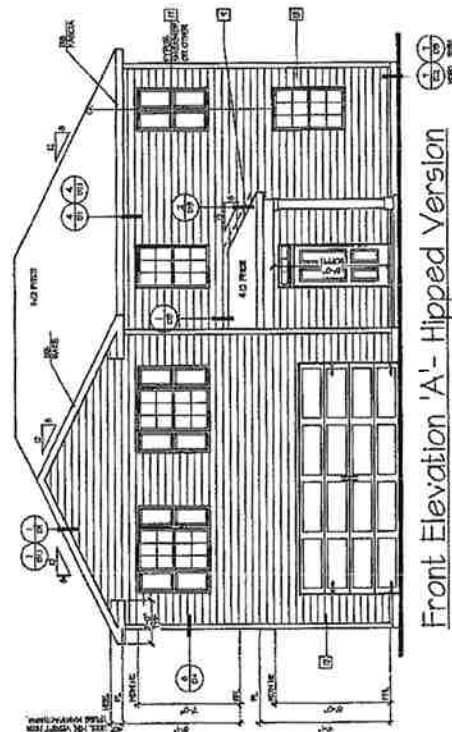


NOTES:

- 1. **REVENUE** - THE AMOUNT OF MONEY RECEIVED FROM THE SALE OF GOODS AND SERVICES. IT IS THE TOTAL OF ALL SALES LESS ALL DISCOUNTS AND RETURNS.
- 2. **EXPENSES** - THE COST OF THE GOODS AND SERVICES SOLD. IT IS THE TOTAL OF ALL COSTS INCURRED IN THE PRODUCTION AND SALE OF GOODS AND SERVICES.
- 3. **NET INCOME** - THE DIFFERENCE BETWEEN REVENUE AND EXPENSES. IT IS THE PROFIT OF THE BUSINESS.
- 4. **ASSETS** - THE RESOURCES OWNED BY THE BUSINESS. IT IS THE TOTAL OF ALL CASH, ACCOUNTS RECEIVABLE, INVENTORY, AND OTHER RESOURCES.
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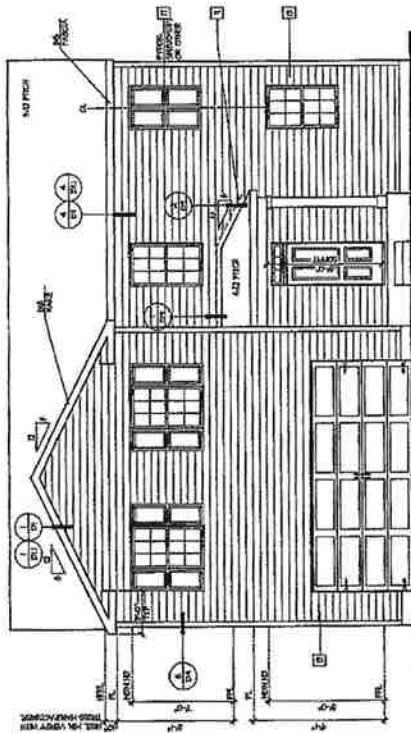
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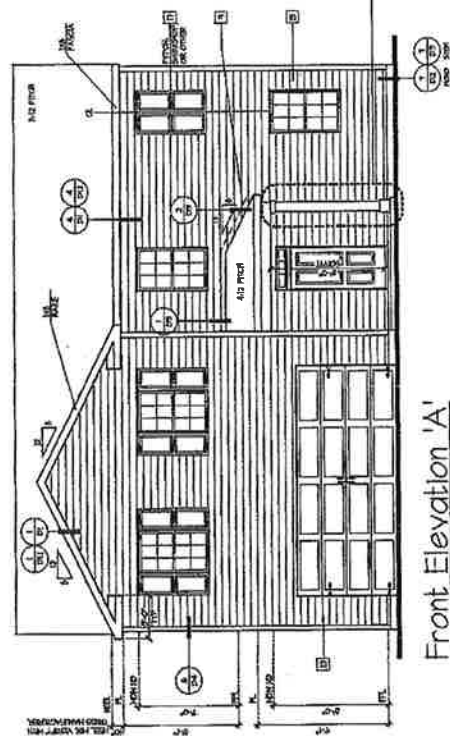
Front Elevation 'A'- Hipped Version

SCALE 1/4"=1'-0" AT 27254, LATER 1/8"=1'-0" A-10211 LAYOUT



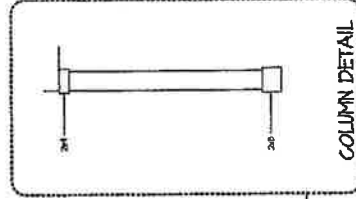
Front Elevation 'A'
w/ Opt Basement

SCALE 1/4" = 1'-0" AT CENTER LAYOUT 1/8" = 1'-0" AT 1/4" LAYOUT



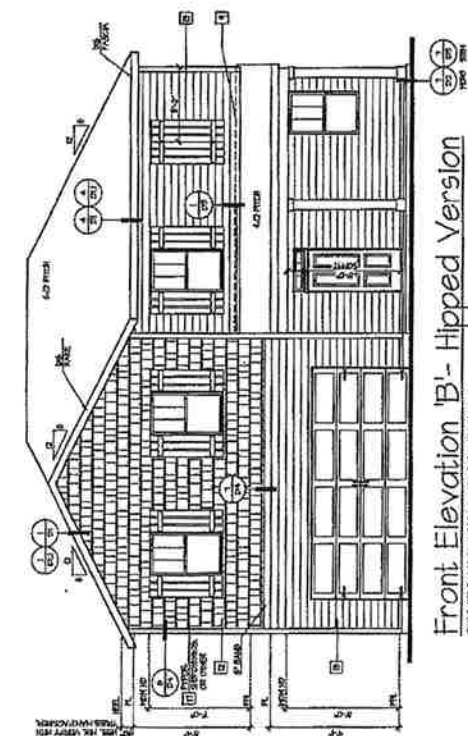
Front Elevation 'A'

SCALE: 1/8"=1'-0" AT 22"X36" ARCHIT. DRAWING: 10/10/10 AT 9"X11" LAYOUT

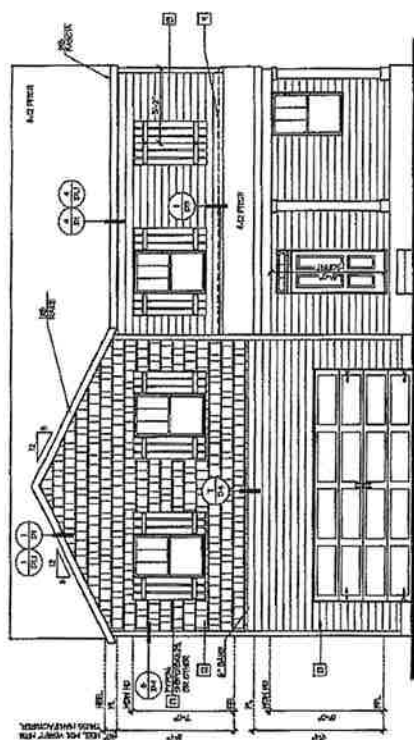


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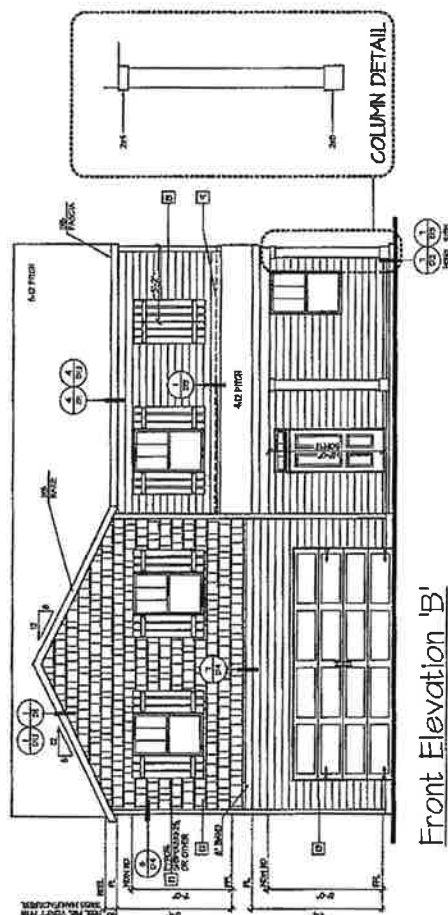
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Front Elevation 'B'- Hipped Version



Front Elevation 'B'
w/ Opt Basement
SCALE: 1/8"=1'-0" AT 23'0" LATCH 10'0"=0" AT 10'0" LATCH



Front Elevation 'B'



PROJECT NO: GMD8042

FLORA
EXTERIOR
ELEVATIONS
4EFF-B'

Jan. 18, 2014

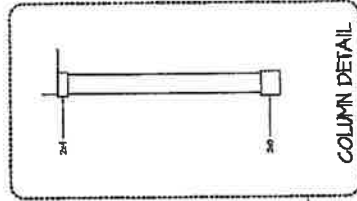
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CALIBR

NOTES:

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KEY NOTES:

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FOR
CONSTRUCTION

Express

2000 21 22 23 24 25 26 27 28 29 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 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 10

sample:
'FLORA'
EXTERIOR
ELEVATIONS
'AFF-G'

Jan. 10, 2014

1G

40' Series

1

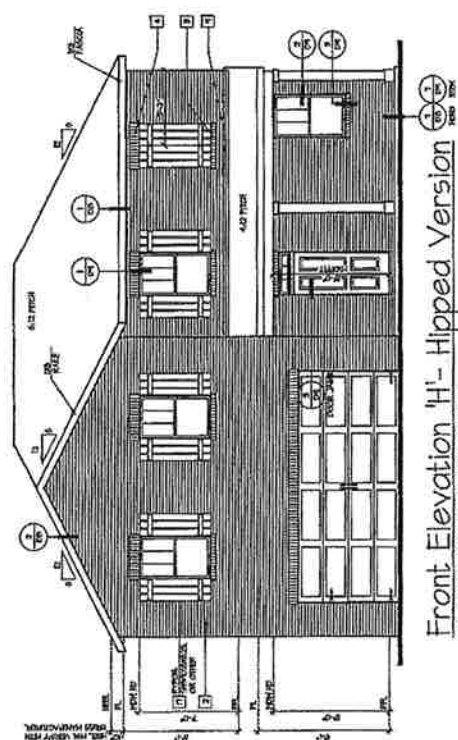
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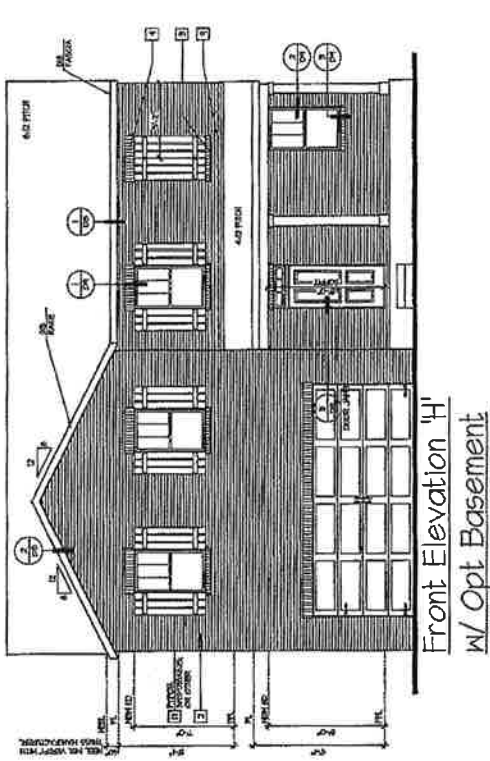
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KEY NOTES

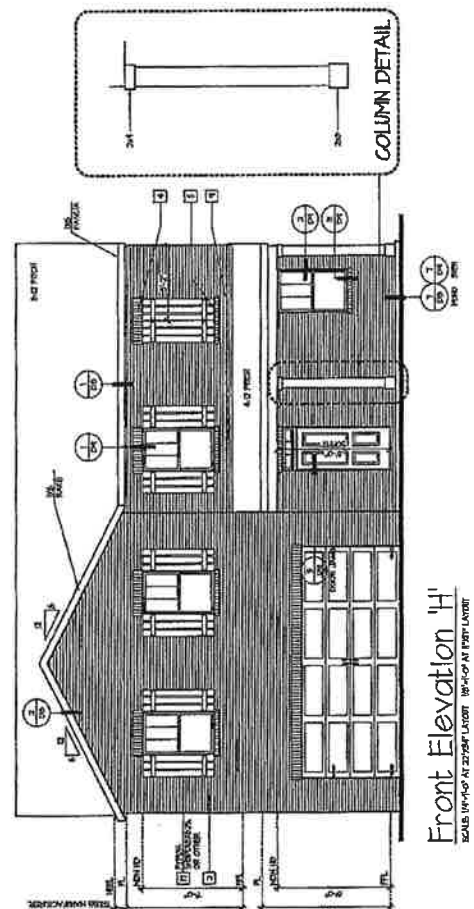
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Front Elevation 'H' - Hipped Version
SCALE: 1/4" = 1'-0" AT FIRST LAYER 1/8" = 1'-0" AT FIRST LAYER

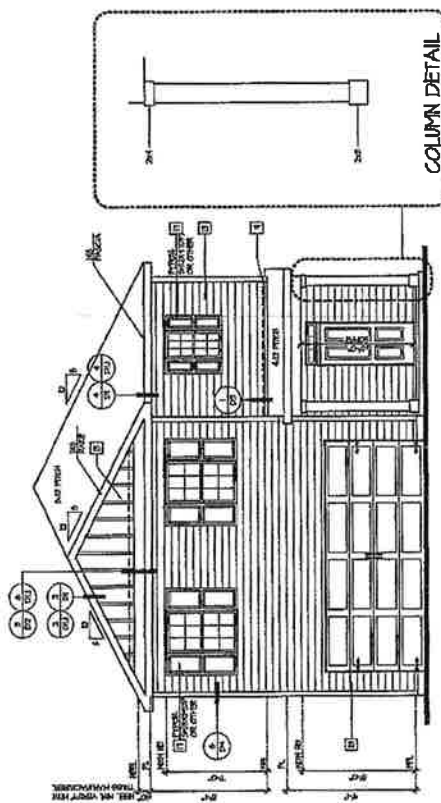


Front Elevation 'H'
w/ Opt Basement
SCALE: 1/4" = 1'-0" AT FIRST LAYER 1/8" = 1'-0" AT FIRST LAYER

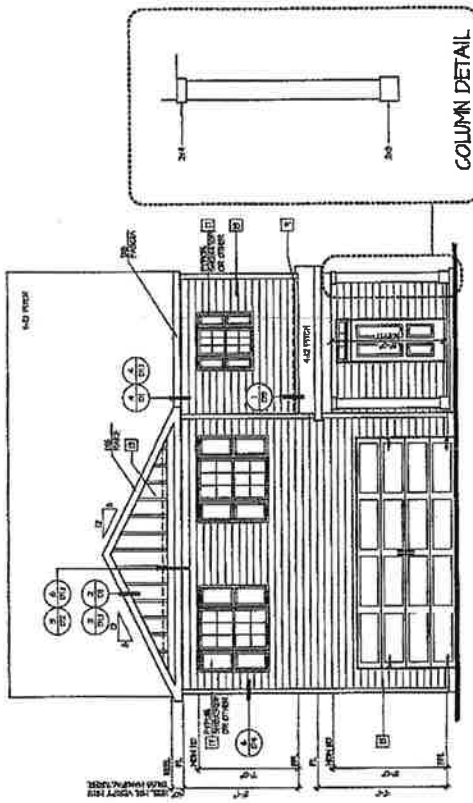


Front Elevation 'H'
SCALE: 1/4" = 1'-0" AT FIRST LAYER 1/8" = 1'-0" AT FIRST LAYER

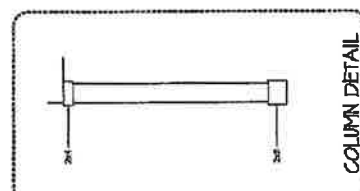
- NOTES:**
- 1. EXTERIOR WALLS SHALL BE CONSTRUCTED WITH 8" CMU BLOCKS, SEE PLAN FOR WALL THICKNESS.
 - 2. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD, SEE PLAN FOR WALL THICKNESS.
 - 3. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD, SEE PLAN FOR WALL THICKNESS.
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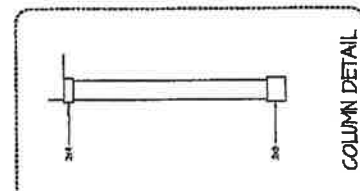
Front Elevation 'A' - Hipped Version
SCALE: 1/4" = 1'-0" AT 20' MAX. LAYOUT. 1/8" = 1'-0" AT 10' MAX. LAYOUT.



Front Elevation 'A'
SCALE: 1/4" = 1'-0" AT 20' MAX. LAYOUT. 1/8" = 1'-0" AT 10' MAX. LAYOUT.



COLUMN DETAIL



COLUMN DETAIL

NOTES:

- OWNER'S RESPONSIBILITY: THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
- NEIGHBORHOOD DESIGN: THE DESIGN SHALL BE IN ACCORDANCE WITH THE NEIGHBORHOOD DESIGN GUIDELINES.
- 20' TYPICAL: 20' TYPICAL OF RELEVANT.
- ROOFING: ROOFING SHALL BE IN ACCORDANCE WITH THE ROOFING SCHEDULE.
- PAINT: PAINT SHALL BE IN ACCORDANCE WITH THE PAINT SCHEDULE.
- LANDSCAPE: LANDSCAPE SHALL BE IN ACCORDANCE WITH THE LANDSCAPE SCHEDULE.
- ALL INTERIOR MATERIALS TO BE IN ACCORDANCE WITH THE INTERIOR FINISH SCHEDULE.
- PERMITS: ALL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
- CONSTRUCTION: CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION SCHEDULE.
- THE DESIGN SHALL BE IN ACCORDANCE WITH THE DESIGN SCHEDULE.

KEY NOTES:

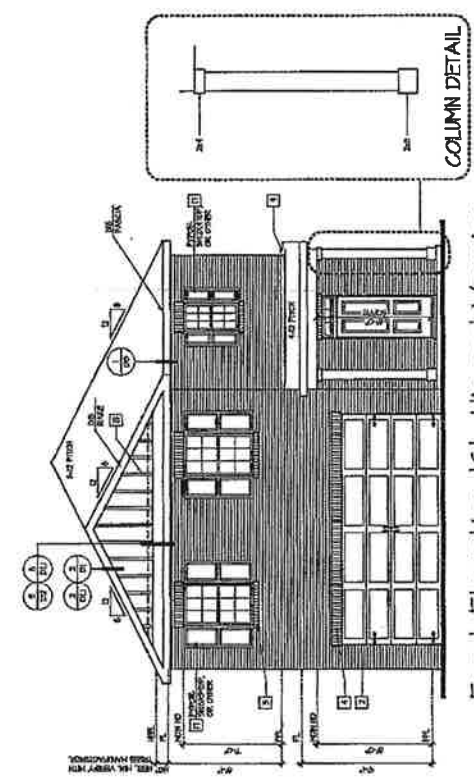
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FOR
CONSTRUCTION

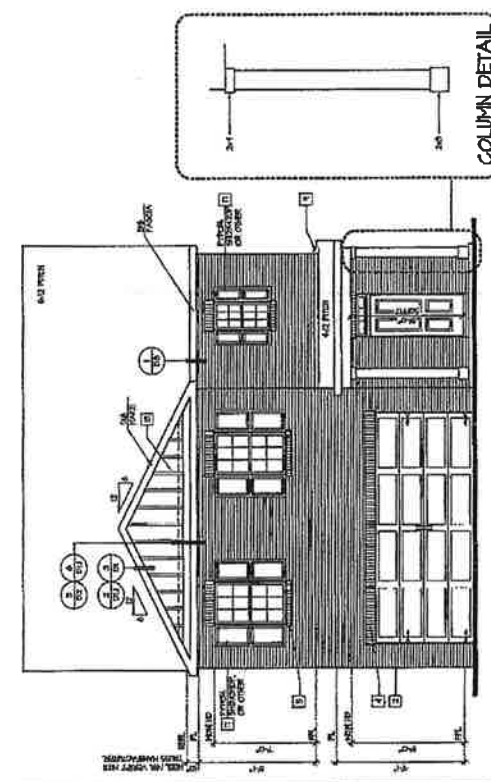


ROBIE
EXTERIOR
ELEVATIONS
'3EFF-A'

February 10, 2014
1A

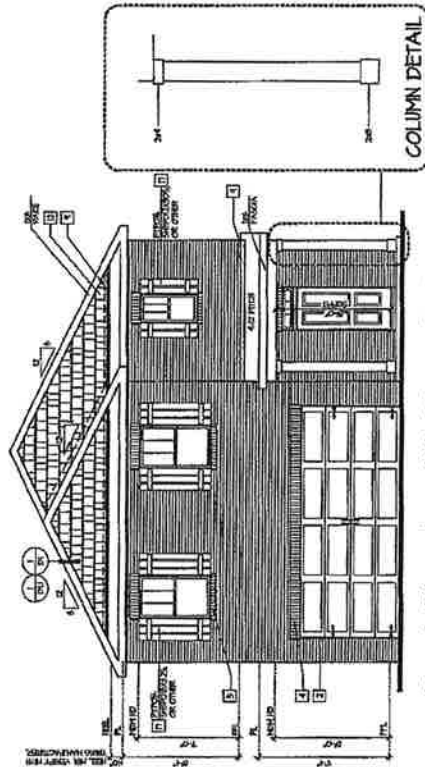


Front Elevation 'G'-Hipped Version

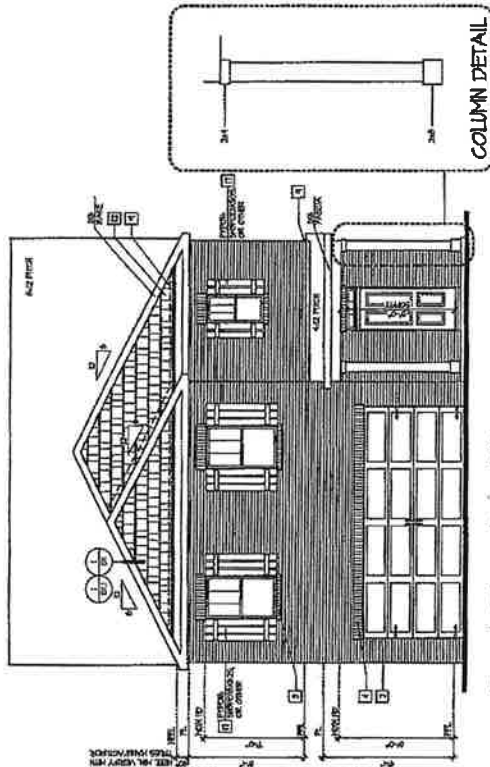


Front Elevation 'G'
SCALE: 1/4" = 1' AT 2204' LATON 1831-1832 AT 1831-1832 LAYOUT

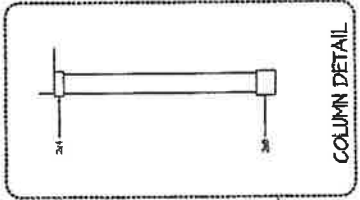
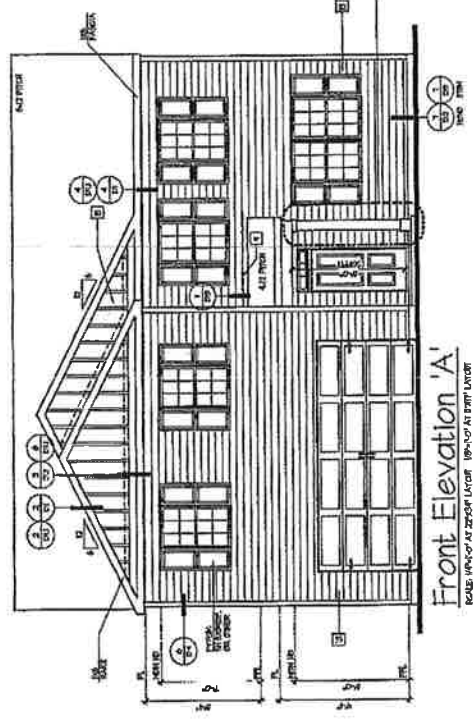
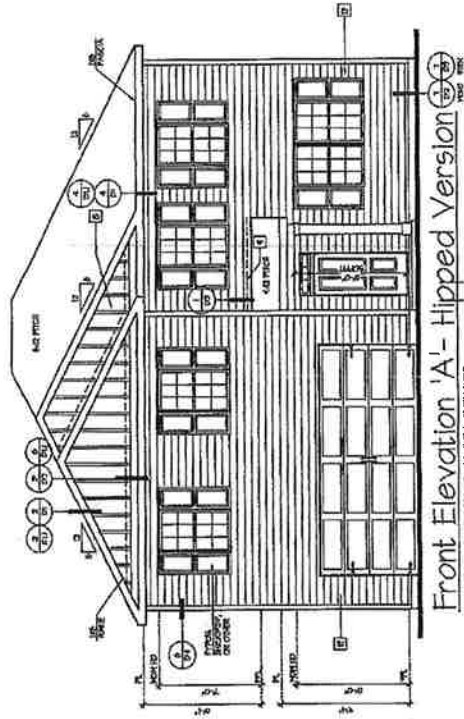
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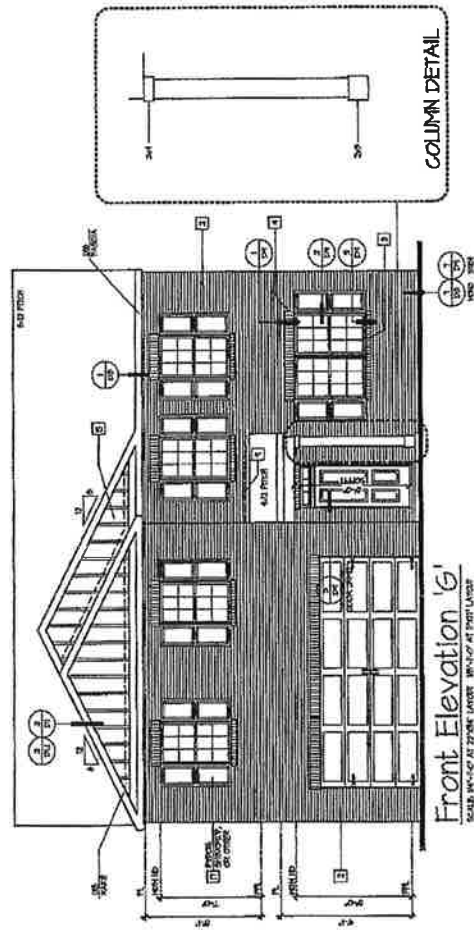
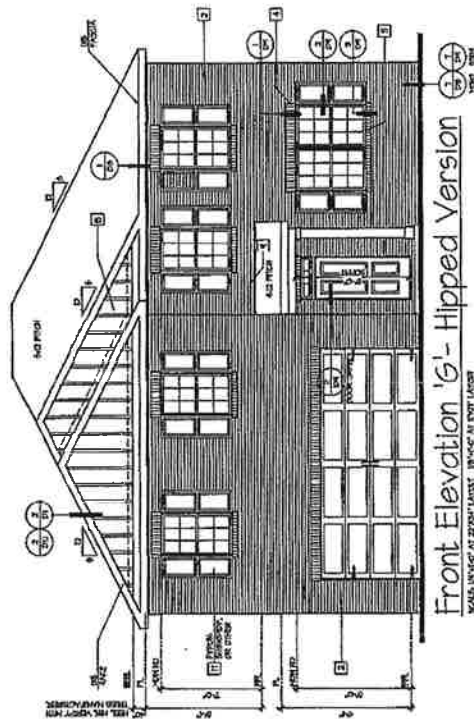


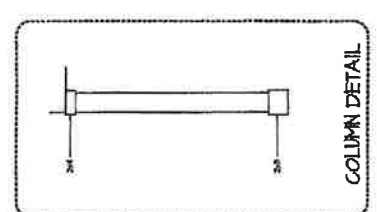
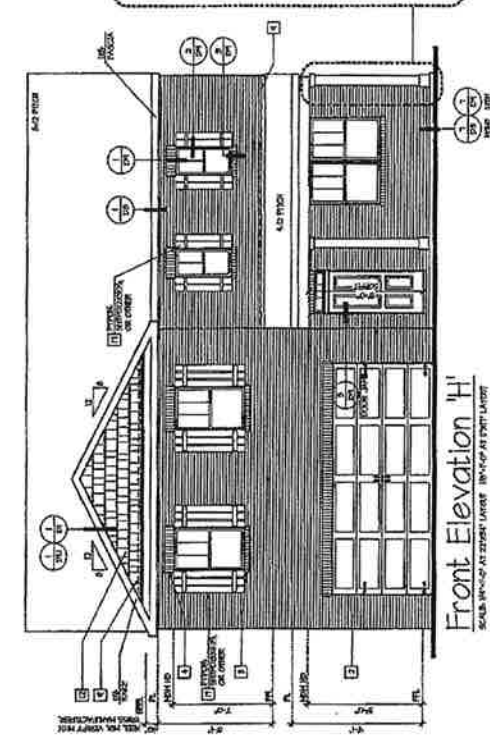
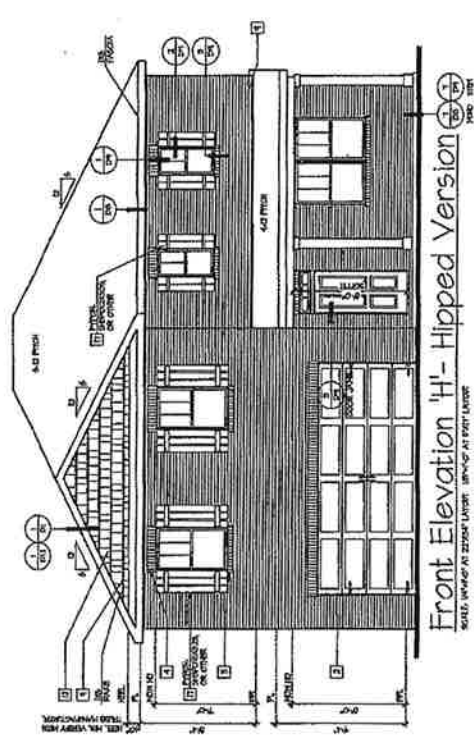
SOILS 18" x 4" AT 22" x 4" LAYER 18" x 4" AT 22" x 4" LAYER

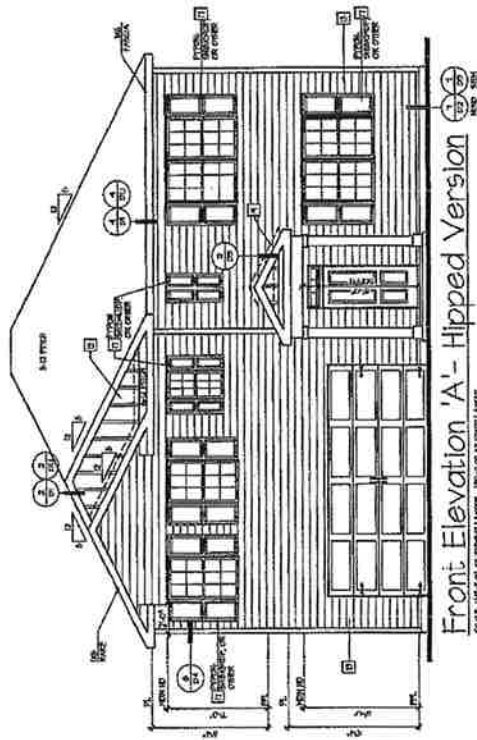
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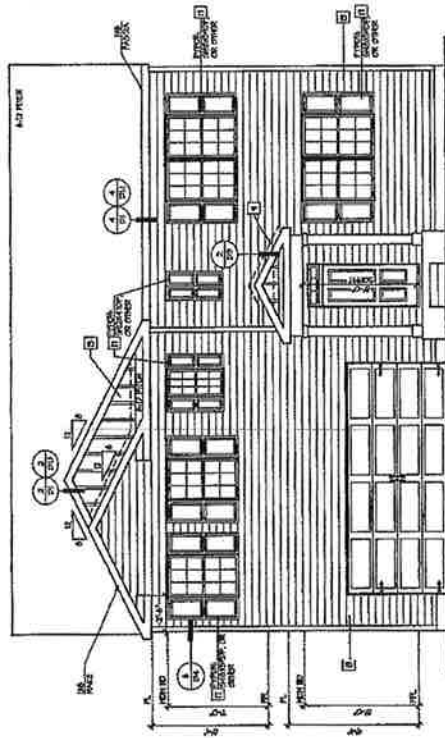
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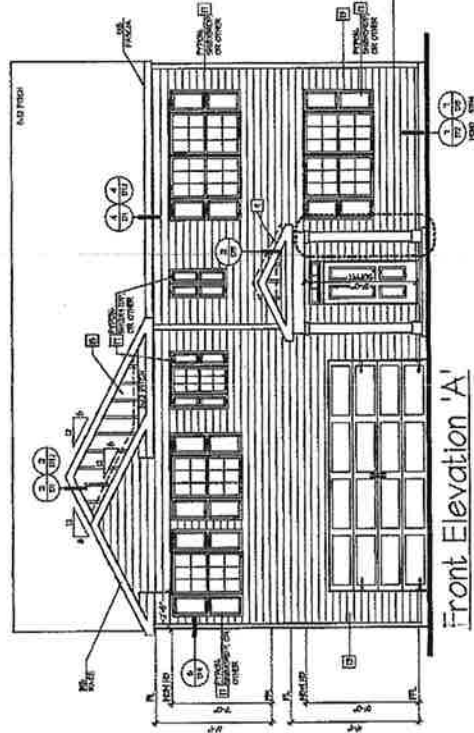
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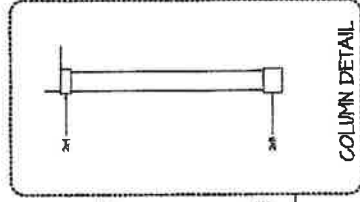
Front Elevation 'A'-Hipped Version



Front Elevation 'A'
w/ Opt Basement



Front Elevation 'A'

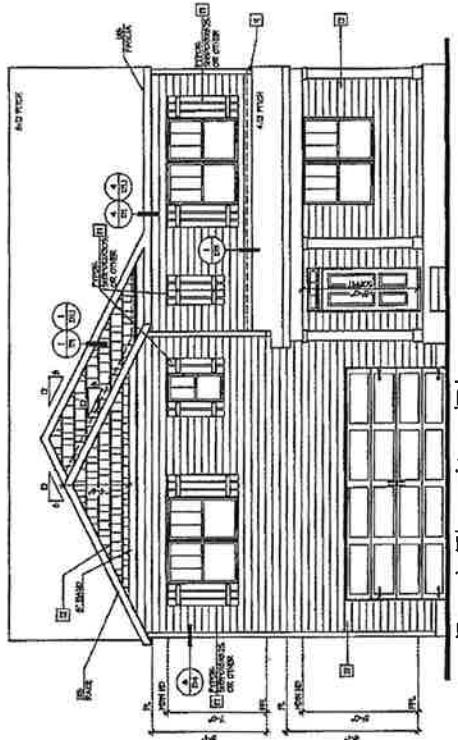
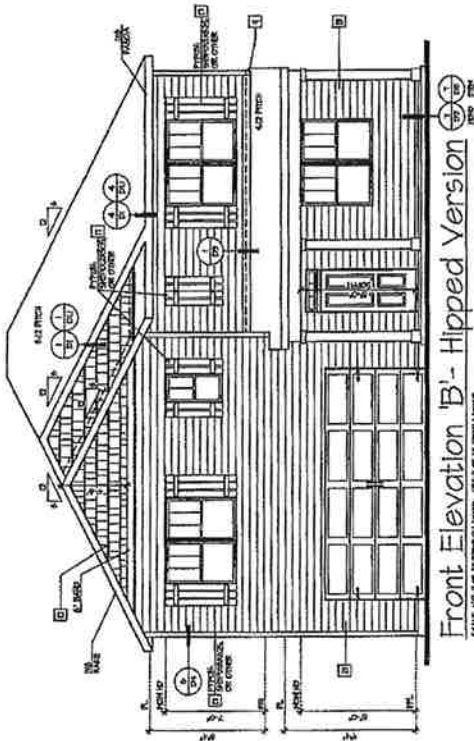


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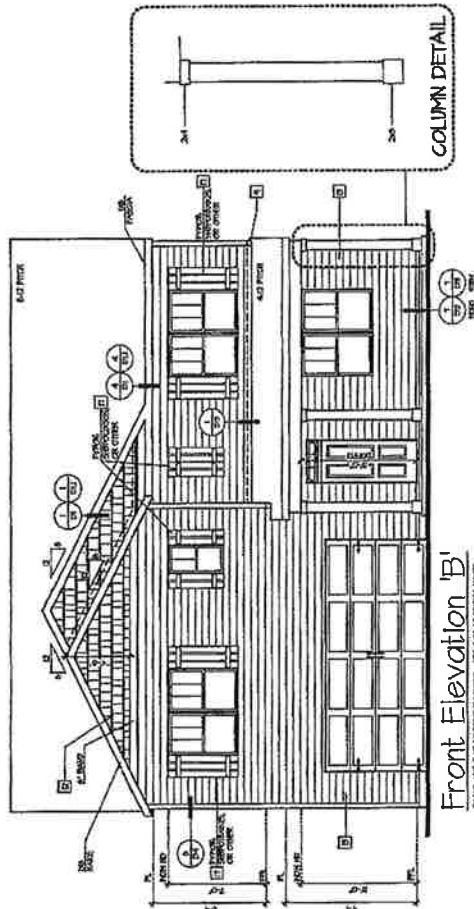
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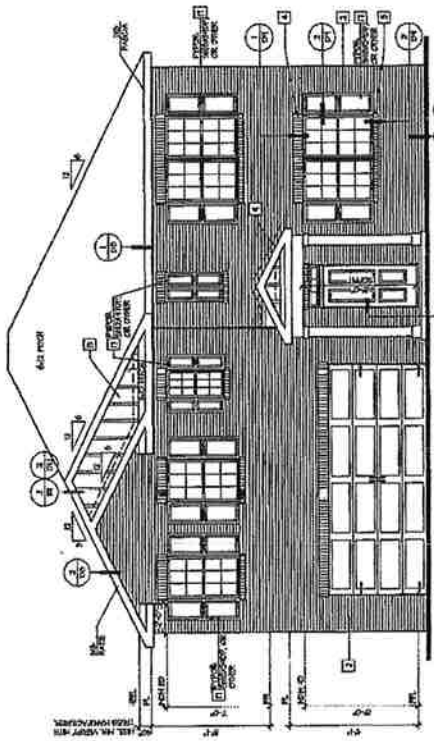
KEY NOTES:

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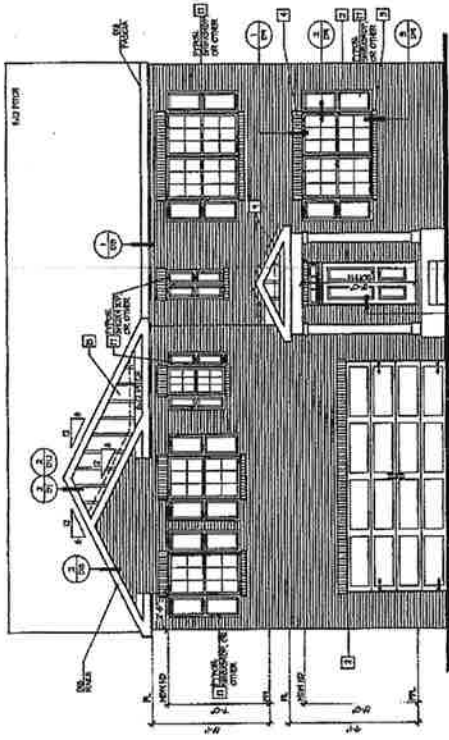
- NOTES:**
- 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 - 2. FINISH FLOOR IS INDICATED BY A DOTTED LINE.
 - 3. FINISH GRADE IS INDICATED BY A DOTTED LINE.
 - 4. FINISH CEILING IS INDICATED BY A DOTTED LINE.
 - 5. FINISH BASE IS INDICATED BY A DOTTED LINE.
 - 6. FINISH SILL IS INDICATED BY A DOTTED LINE.
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 - 16. FINISH TERMINATION IS INDICATED BY A DOTTED LINE.
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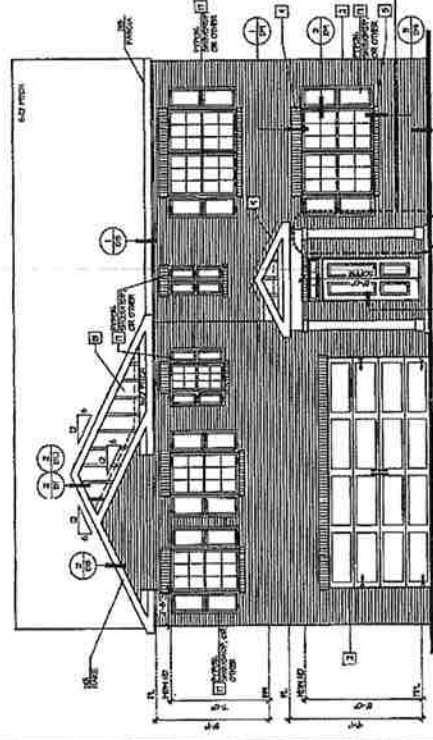
Front Elevation 'G'- Hipped Version

SCALE 1/8" = 1'-0" AT FRONT PORCH 1/8" = 1'-0" AT FRONT PORCH



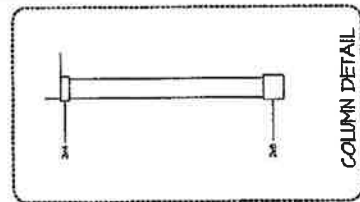
Front Elevation 'G' w/ Opt Basement

SCALE 1/8" = 1'-0" AT 22'0" LATER 1/8" = 1'-0" AT 22'0" LATER



Front Elevation 'G' w/ Opt Basement

SCALE 1/8" = 1'-0" AT 22'0" LATER 1/8" = 1'-0" AT 22'0" LATER



COLUMN DETAIL

NOTES:

- 1. EXISTING CONDITIONS MAY VARY FROM THE GENERAL NOTES. THE OWNER SHALL VERIFY THE EXISTING CONDITIONS AND PROVIDE THE NECESSARY INFORMATION TO THE ARCHITECT.
- 2. EXISTING CONDITIONS MAY VARY FROM THE GENERAL NOTES. THE OWNER SHALL VERIFY THE EXISTING CONDITIONS AND PROVIDE THE NECESSARY INFORMATION TO THE ARCHITECT.
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FOR CONSTRUCTION

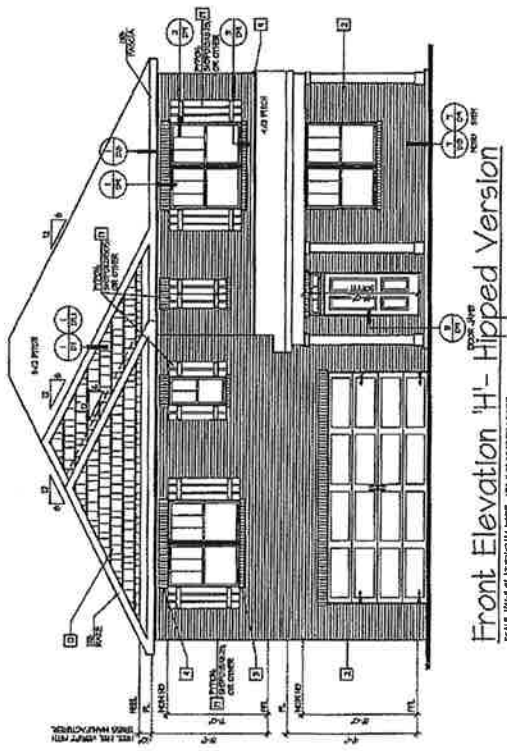


PROJECT NO. 4818042

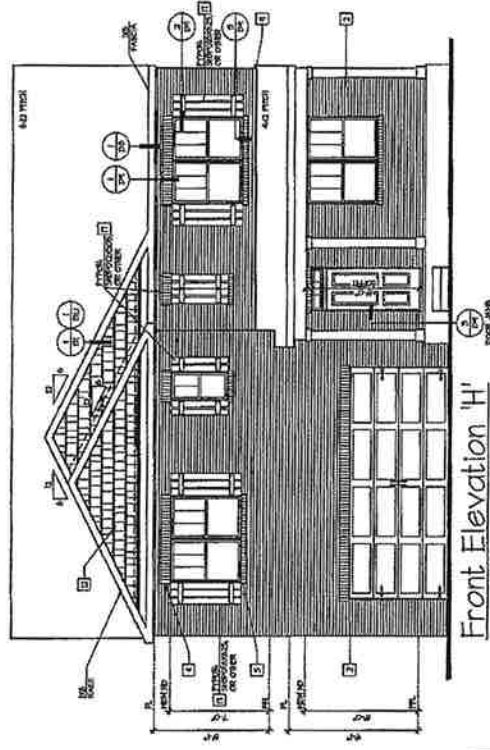
'HAYDEN' EXTERIOR ELEVATIONS '4EHF-G'

Jan. 19, 2014

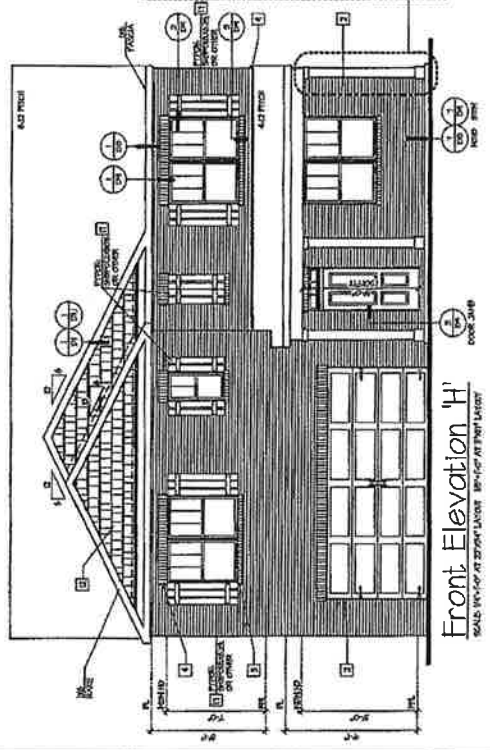
1G



Front Elevation 'H' - Hipped Version
SCALE: 1/8"=1'-0" AT PRINT LAYOUT 10'-0"=1'-0" AT PRINT LAYOUT



Front Elevation 'H' w/ Opt Basement
SCALE: 1/8"=1'-0" AT PRINT LAYOUT 10'-0"=1'-0" AT PRINT LAYOUT



Front Elevation 'H'
SCALE: 1/8"=1'-0" AT PRINT LAYOUT 10'-0"=1'-0" AT PRINT LAYOUT

NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE FACE UNLESS OTHERWISE NOTED. 2. FINISHES ARE TO BE AS SHOWN. FINISHES ARE TO BE AS SHOWN UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.	
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SCALE: 0 = NOT AT ALL DISSENT | 1 = AT LEAST SOME DISSENT

Dr. J. E. McLaughlin, Jr., President, American Association of Economic Geologists

NOTES:

- [illegible]

KEY NOTES:

WALTON

- ☐ 1 ACQUIRED STONE VIBRATOR AS SELECTED BY DEVELOPER, REVIEWER AS NOTED.
- ☐ 2 HONEYCOMB WALL PRICE AS SELECTED BY DEVELOPER, REVIEWER AS NOTED.
- ☐ 3 HONEYCOMB WALL TYPE AS SELECTED BY DEVELOPER, REVIEWER AS NOTED.
- ☐ 4 IF SOLICITOR CORRECT.

☐ VIA

- TYPICALS.**
- [1] DECORATIVE COVERED VEHICLES, SIZE AS WANTED.
 - [2] CODE APPROVED TERRAZZO CHAIR CAP.
 - [3] CLASSIC RESINART ROOF TO HOLD BUSINESSES
 - [4] PLANNING MAY BE INITIATED AT ALL PUBLIC INTERSECTIONS.
 - [5] STAINLESS STEEL METAL ROOF, INSULATION AND WALLS CONCRETE WITH TITANIUM COAT.

5. ☐ **Very Low** The test results are very low, indicating that the patient has a very low risk of developing the disease.
6. ☐ **Low** The test results are low, indicating that the patient has a low risk of developing the disease.
7. ☐ **Intermediate** The test results are intermediate, indicating that the patient has an intermediate risk of developing the disease.
8. ☐ **High** The test results are high, indicating that the patient has a high risk of developing the disease.
9. ☐ **Very High** The test results are very high, indicating that the patient has a very high risk of developing the disease.

[illegible]

- IN THE COURT OF THE DISTRICT OF COLUMBIA

ALL HAVING HIGH DRUGS IN 1975 THAT 200 ABOVE

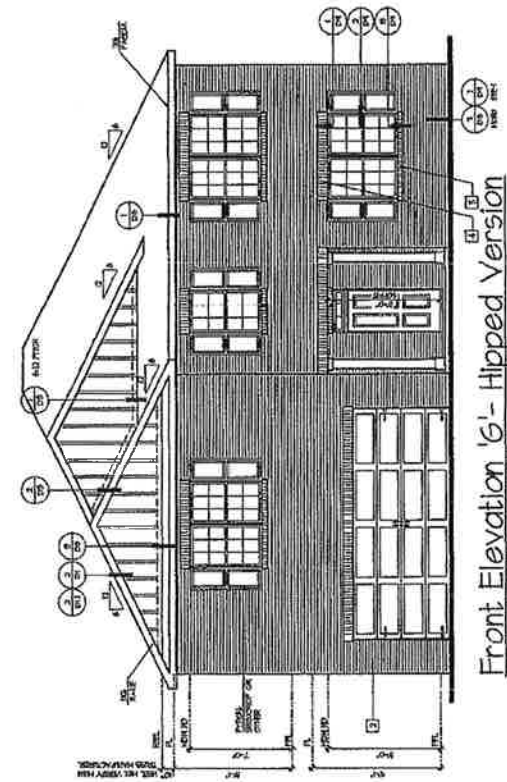
THE FIRM PLANT AND MAIZE CROPS IS GREATER THAN
THAT OF THE OTHER FARMING SECTOR IN THE

THE NEW YORK STATE BAR ASSOCIATION

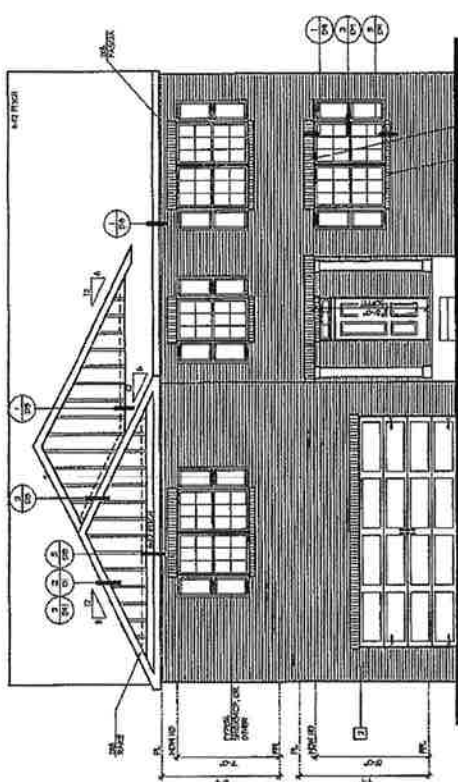
we will not be able to

SCALE, 1/4" = 1'-0" AT 225°F 1/8" = 1'-0" AT 175°F LAST 11/

COLUMN DETAIL

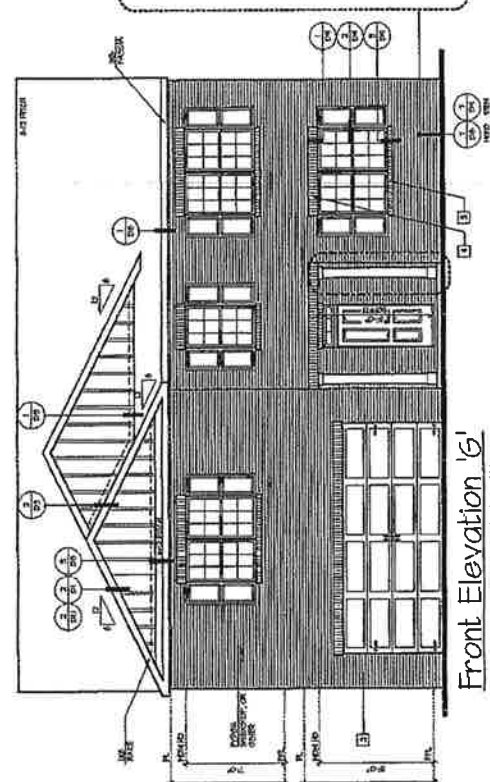


Front Elevation 'G' - Hipped Version

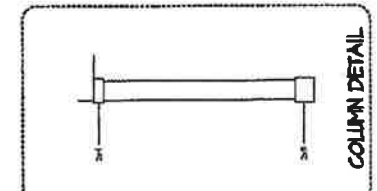


Front Elevation 'G' w/ Opt Basement

- NOTES:**
1. SEE GENERAL NOTES FOR CONSTRUCTION DETAILS.
 2. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.
 3. SEE GENERAL NOTES FOR ROOFING AND INSULATION.
 4. SEE GENERAL NOTES FOR FLOORING AND WALLS.
 5. SEE GENERAL NOTES FOR CEILING AND LIGHTING.
 6. SEE GENERAL NOTES FOR PAINT AND STAIN.
 7. SEE GENERAL NOTES FOR LANDSCAPING AND EXTERIOR FINISHES.
 8. SEE GENERAL NOTES FOR INTERIOR FINISHES.
 9. SEE GENERAL NOTES FOR BATH AND KITCHEN FINISHES.
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 99. SEE GENERAL NOTES FOR CLOSET AND STORAGE.
 100. SEE GENERAL NOTES FOR PORCH AND DECK.



Front Elevation 'G'



COLUMN DETAIL

SCALE 1000' AT 2000' LENGTH 1000' AT 2000' LENGTH

SCALE 1000' AT 22°05' LATITUDE 10°45' AT 170°1' LONGITUDE

[illegible]

COLUMN DETAIL

NOTES:

- [illegible]

KEY NOTES:

- [illegible]

IF OTHER COMMENT WITH FOR INDEX, PAGE SIZE AS NOTED
 FROM SHIPMENTS, TYPE AS SHOWN SIZE AS INDEX
 (IF SPECIFIC LOCATION, PAGE WITH SHIPMENTS, TYPE AS SHOWN SIZE AS NOTED)

ALL PERSONS HERE OFFERING IS LESS THAN 30' ABOVE THE FINISH FLOOR AND THESE OFFERING IS GREATER THAN 30' ABOVE THE FINISH FLOOR SURFACE MUST HAVE PERSON OFFERING LIMITED SERVICES COMPLYING WITH THE 2002 IRC SECTION 603.22

FOR
CONSTRUCTION

Express

DATE: 5/01/40/15

**GREEN'
EXTERIOR
ELEVATIONS
SEG-F-H'**

March 7, 2014

H

1999

10' Series

DATE	REVISION
1	

SCALE: VALUE OF AT 237000 LACROSS 100% OF AT 237000 LACROSS

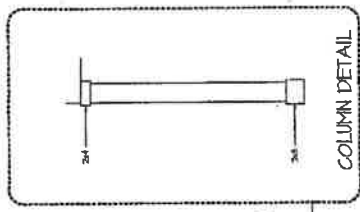
06-378 1/8-11-04 AS 199-0461 | BOSTON | 161-228-4200 ext 1 | AUSTIN

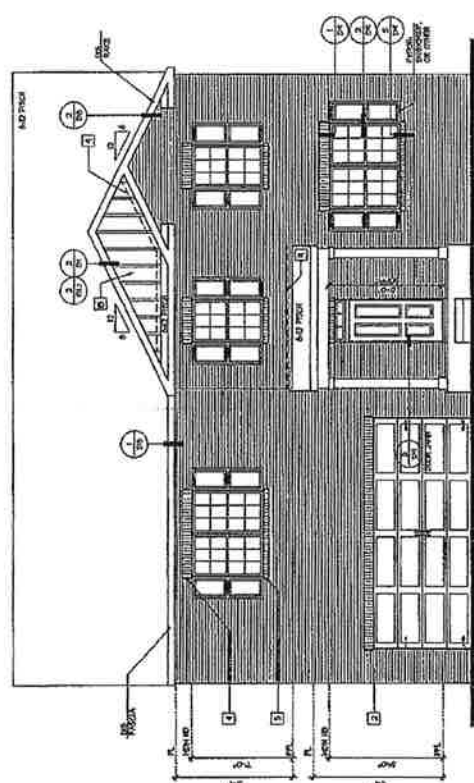
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KEY NOTES:

- [illegible]

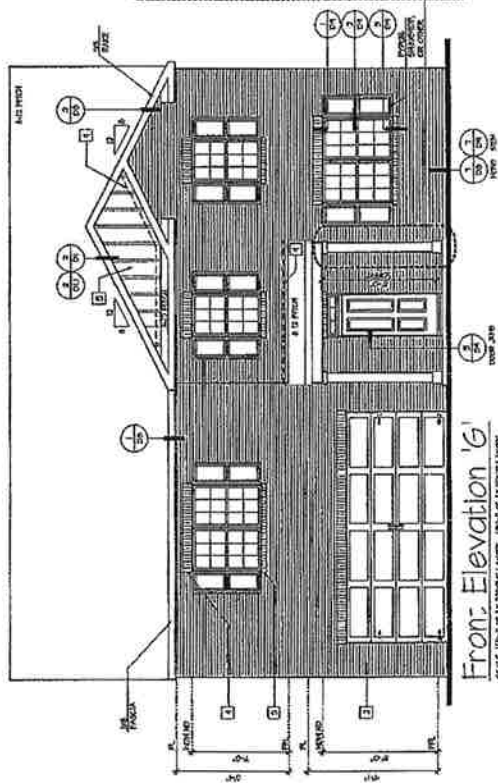
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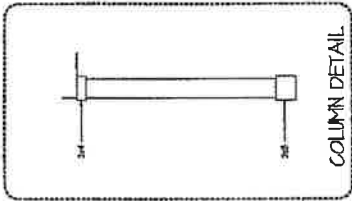


Front Elevation 'G'- Hipped Version

Front Elevation 'G' w/ Opt Basement



Front: Elevation 'G'



COLUMN DETAIL

[illegible]

FOR
CONSTRUCTION



NUMERO: 6MD/4015

NEST LINE
'HALTON'
EXTERIOR
ELEVATIONS
'5EHF-G'

PRINT DATE: March 7, 2014
BATCH NO: 1G

1G



Council Ward: 4

City Council Member: Gil McDougal

Public Hearing Dates

City Council: September 5, 2017

Request: Variance

Applicant: Sean P. Shea, D.R. Horton, Inc.
8800 Roswell Road, Building B
Suite 100
Sandy Springs, GA 30350
(470) 865-0800

Lot Nos: 36, 37, and 38 in Northwoods at
Mirror Lake

Current Land Use: Vacant

Future Land Use: Residential

Location:

Project Description: The applicant requests a variance for the purpose of reducing buffer requirements.

Variance Review Standards: (From Section 2.03J(4) of the Unified Development Code)

A variance is not a right. It may be granted only upon finding that:

- (a) Granting the variance will not substantially conflict with any City adopted plans or policies, or the purposes or intent as set forth in this code.**

Granting the variance will substantially conflict with the buffer requirements established in the Unified Development Code.

- (b) There are exceptional conditions creating an undue hardship, applicable only to the property involved, or the intended use thereof, which do not generally apply to the other land areas or uses within the zone district.**

The current ordinance would prohibit development of this land unless this variance is granted.

- (c) The applicant cannot derive a reasonable use of the property without approval of a variance.**

The applicant cannot derive a reasonable use of the property without approval of this variance.

- (d) Granting the variance will not generally set a precedent for other applications (which would indicate that a text amendment to this code should be proposed and considered).**

Granting this variance will not necessarily set a precedent for other applications due to the unique situation in this case.

- (e) Granting the variance will not be detrimental to any adjacent properties or the area.**

Granting the variance will not be detrimental to any adjacent properties or the area.

- (f) Granting the variance will not be detrimental to public health, safety or welfare.**

Granting the variance will not be detrimental to the public health, safety, or welfare.

OR

(g) In the event the basis or reason for the appeal is due to circumstances or a situation not created by the applicant (e.g., an undersized parcel was created, or a structure whose deficient setbacks were established, or a structure had setbacks which were conforming to requirements prior to the adoption of the current code requirements) the Council may approve a variance applying only b. above

This basis of this appeal is due to circumstances not created by this applicant. The property's shape and topography existed at the time of adoption of this ordinance. The final plat was recorded in May 2007, after the adoption of the ordinance. The final plat did not include the 50' stream buffer and 25' impervious buffer required by the City. The applicant will maintain the 25' state buffer requirement. Adherence to the City's minimal buffer requirement will not allow all of this land to be developed as platted.

Staff Comments:

The applicant requests a variance for the purpose of reducing buffer requirement for the city's 50' stream buffer, and 25' impervious buffer.

The City of Villa Rica has held that buffers adjacent to streams provide numerous benefits including: (1) Protecting, restoring and maintaining the chemical, physical and biological integrity of streams and their water resources (2) Removing pollutants delivered in urban stormwater (3) Reducing erosion and controlling sedimentation (4) Protecting and stabilizing stream banks (5) Providing for infiltration of stormwater runoff (6) Maintaining base flow of streams (7) Contributing organic matter that is a source of food and energy for the aquatic ecosystem (8) Providing tree canopy to shade streams and promote desirable aquatic habitat (9) Providing riparian wildlife habitat (10) Furnishing scenic value and recreational opportunity and (11) Providing opportunities for the protection and restoration of greenspace.

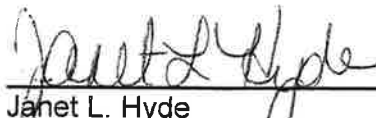
Some of the requested variances impact the city's 50' stream buffer requirement and 25' impervious buffer requirement, but not all impact the same buffers. Therefore, staff recommends the following:

Denial of the variance for reduced 50' stream
buffer and approval of the variance for
the 25' impervious buffer

Lot 36 and 38

Denial of the variance for reduced stream
and impervious buffers

Lot 37



Janet L. Hyde
Community Development Manager

Attachments:

1. Application
2. Copy of Deeds
3. Statement of Why Variance is Necessary
4. Wetland and Stream Report
5. Site Plans



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: 7-19-17

APPLICANT

Applicant Name: Sean P. Shea - DR HORTON, INC

Address: 8800 Roswell Road, Bldg B, Suite 100 City: Sandy Springs State: GA Zip: 30350

Phone: (470) 865 - 0800 Fax: (844) 331 - 4500 Email: spshea@drhorton.com

Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____

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

Owner Name (If different from applicant): W-A NML Holdings VII, L.L.C

Address: 2100 Powers Ferry Road, Bldg 2120, Suite 150 City: Atlanta State: GA Zip: 30339

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 requested variance is for lots 36, 37, and 38 located within the Northwoods at Mirror Lake subdivision. The lots listed above are located in the northeast corner of the subdivision off of the Landon Drive cul de sac.

I, Bruce A Rippen, 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

V.P. Lang, Sec & CEO
D.R. Horton, Inc.

Date

7-19-17



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: _____

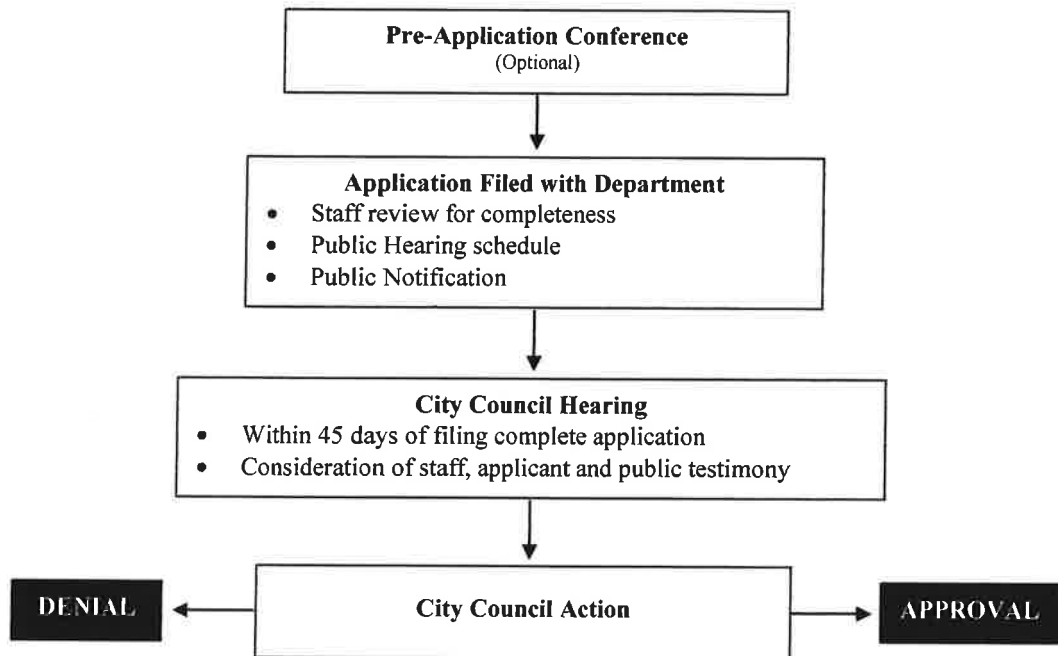
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



Date: July 17, 2017

SUBJECT: LETTER OF AUTHORIZATION TO SUBMIT FOR STREAM BUFFER VARIANCE

To Whom It May Concern:

I authorize D.R. Horton, Inc. to act and sign on our behalf in obtaining a stream buffer variance on lots 36, 37, 38 of the Northwoods at Mirror Lake subdivision (Plat Book 33, Pages 214 – 218).

I certify that I am the owner of the lots mentioned above.

Titleholder: W-A NML Holdings VII, LLC

Address: 2100 Powers Ferry Rd.
Suite 350 Atlanta, GA 30339

Signature: 

Date: 7-17-17


(Signature of notary public)



Exhibit 1
Copy of Deed

FILED

13 OCT 28 PM 1:55

Doc ID: 007054710004 Type: WD
 Recorded: 10/28/2013 at 01:55:00 PM
 Fee Amt: \$184.00 Page 1 of 4
 Transfer Tax: \$168.00
 Douglas County Georgia
 TATTY M HOWARD Clerk Superior Court
 BK 3177 PG 307-310

CLERK
 TATTY M HOWARD
 CLERK

After recording return to:
 Calloway Title & Escrow, LLC
 David W. Dudley 2-30119
 4170 Ashford Dunwoody Rd. Ste. 285
 Atlanta, Georgia 30319

(Above Reserved for Recording)

After recording return to:

William J. Wright
 Ganek Wright Minsk PC
 4170 Ashford Dunwoody Road, Suite 285
 Atlanta, Georgia 30319

LIMITED WARRANTY DEED
(Northwoods of Mirror Lake)

This Limited Warranty Deed is dated October 25, 2013 and is signed by **REO Funding Solutions III, LLC**, a Georgia limited liability company ("Grantor"), in favor of **W-A NML HOLDINGS VII, L.L.C.**, a Delaware limited liability company ("Grantee").

For and in consideration of \$10.00 and other good and valuable consideration, the receipt, adequacy, and sufficiency of which Grantor acknowledges, Grantor hereby grants, bargains, sells, remises, releases, aliens, conveys, and confirms unto Grantee, the land in Douglas County, Georgia, that is described in **Exhibit A** to this deed, together with all tenements, hereditaments, easements, rights of way, and appurtenant rights including, without limitation, any portion of the land that is within the right of way of any publicly dedicated street, roadway or alleyway, and together with all improvements, structures, and fixtures on or attached to the land (collectively, the "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behoof of Grantee, subject to the matters described in **Exhibit B** to this deed, forever IN FEE SIMPLE FOREVER.

AND Grantor agrees to warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons who claim by, through, or under Grantor.

Signature Page Follows

4

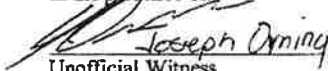
BK 3177 PG0308

IN WITNESS WHEREOF, Grantor has executed this Deed under seal on the day and year set forth above.

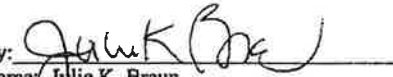
GRANTOR:
REO FUNDING SOLUTIONS III, LLC

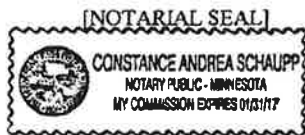
By: Castletlake II GP, L.P.
Its: Managing Member

Signed, sealed and delivered
this 25th day of October, 2013
in the presence of:


Unofficial Witness

Notary Public

By: 
Name: Julie K. Braun
Title: Vice President and Secretary



BK 3177 PG 309

EXHIBIT "A"**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lots 205 and 206 of the 2nd District, 5th Section of Douglas County, Georgia, being Lots 15, 16, 17, 18, 19, 20, 36, 37, 38 and 49, Northwoods at Mirror Lake, Phase I, as more particularly depicted on a plat recorded in Plat Book 33, Pages 214 through and including 218, Records of Douglas County, Georgia, which plat is incorporated herein by reference hereto.

AND

All that tract or parcel of land lying and being in Land Lots 205 and 206 of the 2nd District, 5th Section of Douglas County, Georgia, being Lots 21, 22, 23 and 25 of Northwoods at Mirror Lake, Phase I AKA Mirror Lake Northwoods Phase I Subdivision, as more particularly depicted on a plat recorded in Plat Book 32, Pages 87 through and including 91, Records of Douglas County, Georgia, revised at Plat Book 33, Pages 214 through and including 218, aforesaid records, which plat is incorporated herein by reference hereto.

BK 3177 PG0310

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Real property ad valorem taxes for 2013 and subsequent years, which are liens but not yet due and payable.
2. All easements, restrictions and other matters of record.

RECORDED

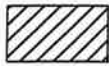
NOV 01 2013

Tammy M. Howard
Clerk Superior Court
Douglas County, GA

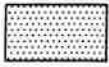
Exhibit 2

Site Plan

LEGEND



TOTAL ENCROACHMENT AREA = ± 0.18 ACRES
(25' IMPERVIOUS SETBACK)



TOTAL ENCROACHMENT AREA = ± 0.18 ACRES
(50' UNDISTURBED BUFFER)

SITE SUMMARY

ZONING CLASSIFICATION

JURISDICTION: CITY OF VILLA RICA

ZONING: PLANNED DEVELOPMENT

ADJACENT ZONING: PLANNED DEVELOPMENT

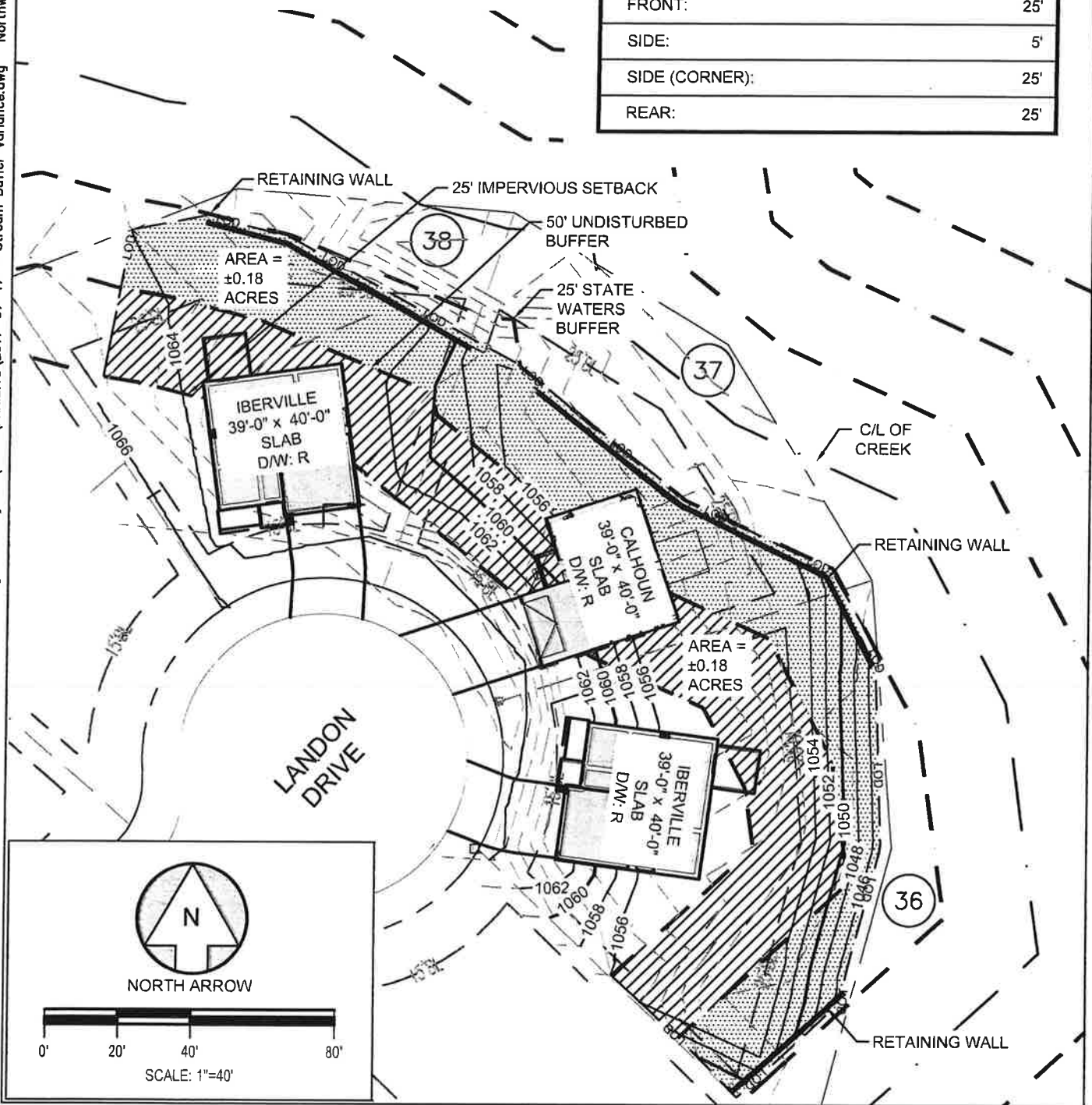
BUILDING SETBACKS

FRONT: 25'

SIDE: 5'

SIDE (CORNER): 25'

REAR: 25'



LECRAW
ENGINEERING
3475 CORPORATE WAY, SUITE A
DULUTH, GA 30098
PHONE - 878.546.8100 FAX - 770.441.0298

PROJECT:
Northwoods at Mirror Lake
LAND LOTS 205 & 206;
2ND DISTRICT, 5TH SECTION
CITY OF VILLA RICA
FULTON COUNTY, GA

CLIENT: DR HORTON, INC.
JOB NUMBER: 103051
DATE: 06/22/17 SCALE: 1" = 40'

DRAWN BY: LEI
DESIGNED BY: LEI
CHECKED BY: JSW

TITLE: **SITE PLAN EXHIBIT**
LOTS 36-38
DRAWING NUMBER: EX-1

Exhibit 3
Statement of why Variance is Necessary

The requested variance is necessary to develop three remaining vacant lots within the Northwoods Subdivision in accordance with the previously approved Final Plat. Lots 36-38 are located on the Landon Drive cul de sac in the northeast corner of the subdivision and are impacted by state waters located along the northeast boundary of the site.

A final plat was previously recorded for the subdivision in November of 2004 and included a 25' state waters buffer measured from the top of stream bank of the state waters; however, the present day buffer standards for the City of Villa Rica require a 50' undisturbed buffer and an additional 25' impervious setback measured from the top of stream bank. Applying the present day buffers to the site would prevent lots 36-38 from being developed as single family detached homes as originally intended by the final plat. A variance is being requested to allow these lots to be developed without including the present day buffer standards required by the City of Villa Rica while maintaining the 25' state waters buffer required by the state.

The requested variance is in accordance with section 4.b of the City of Villa Rica Unified Development Code as follows:

Where a parcel was platted prior to the effective date of this ordinance, and its shape, topography or other existing physical condition prevents land development consistent with this ordinance, and the City of Villa Rica finds and determines that the requirements of this ordinance prohibit the otherwise lawful use of the property by the owner, the City of Villa Rica may grant a variance from the buffer and setback requirements hereunder, provided such variance require mitigation measures to offset the effects of any proposed land development on the parcel.

The effective date of the ordinance is August 1, 2006. The final plat for the Northwoods at Mirror Lake Subdivision was recorded in November of 2004; therefore, the subdivision was platted prior to the effective date of the ordinance as required by Section 4.b above.

Exhibit 4

Statement of Required Findings

- A. GRANTING THE VARIANCE WILL NOT SUBSTANTIALLY CONFLICT WITH ANY CITY ADOPTED PLANS OR POLICIES, OR THE PURPOSES OR INTENT AS SET FORTH IN THIS CODE.

The requested variance is being filed in accordance with Section 4.B of the City of Villa Rica Unified Development Code, which allows the City of Villa to grant a variance from the present day buffer and setback requirements as outlined in the UDC.

- B. THERE ARE EXCEPTIONAL CONDITIONS CREATING AN UNDUE HARDSHIP, APPLICABLE ONLY TO THE PROPERTY INVOLVED, OR THE INTENDED USE THEREOF, WHICH DO NOT GENERALLY APPLY TO THE OTHER LAND AREAS OR USES WITHIN THE ZONE DISTRICT.

A Site Reconnaissance for Wetlands, Streams, and Stream Buffers was conducted by Nelson Environmental, INC. on May 16, 2017 for the Northwoods Subdivision. The study area included lots 2-4, 25, 15-23, 36-38, and 49. (See Attached, Exhibit 6 – Wetland and Stream Report)

The following statements were included in the report under the On-Site Aquatic Resources Section:

- ***Intermittent Stream 1** is located in the northeastern section of the study area. Intermittent stream 1 originates offsite and flows along the edge of the study area. It enters and exits the study area twice before continuing southwest offsite. Approximately 105 linear feet of Intermittent Stream 1 is within Lot 37 and 38 of the study area.*
- ***Wetland One** is located in the northeast section of the study area. The wetland originates within the study area to the south of Intermittent Stream 1. Wetland 1 continues along Intermittent Stream 1 as it flows offsite. According to the plat map, Wetland 1 is located within lots 36 and 37. Approximately 0.02 acres of Wetland 1 is within the study area.*

The recorded final plat for the subdivision includes state waters located at the rear of lots 38-42 in the northeast corner of the subdivision; however, the final plat does not show the state waters extending through lots 37 and 38 as described in the recently conducted site reconnaissance. For the purposes of this variance request, the approximate location of the centerline of the creek as it passes through lots 37 and 38 as identified by Nelson Environmental, has been added to the Site Plan exhibit as well the 50' undisturbed buffer and 25' impervious setback as required by the present day standards.

As shown on the provided site plan, if the development is required to meet the present day requirements, the 50' undisturbed buffer would intersect the center of lots 37 and 38 and the 25' impervious setback would fall near the front of both lots, greatly reducing the buildable area. The 50' undisturbed buffer also encroaches into the rear of lot 36 and the 25' impervious setback intersects the center of the lot.

A proposed retaining wall has also been included on the site plan at the rear of lots 37 and 38 as well as the southeast corner of lot 36. The purpose of the retaining wall is to minimize the extent of the grading at the rear of the lots and prevent any encroachment into the 25' state waters buffer.

Based on this analysis, requiring the lots to provide the 50' undisturbed buffer and 25' impervious setback, as required by the present day standards, creates an undue hardship and prevents the otherwise lawful use of these lots as shown on the previously recorded final plat.

C. THE APPLICANT CANNOT DERIVE A REASONABLE USE OF THE PROPERTY WITHOUT APPROVAL OF A VARIANCE

Due to the potential reduction in the buildable lot area as a result of the present day buffer standards, the lots specified cannot be reasonably developed as single family detached homes without approval of a variance.

D. GRANTING THE VARIANCE WILL NOT GENERALLY SET A PRECEDENT FOR OTHER APPLICATIONS (WHICH WOULD INDICATE THAT A TEXT AMENDMENT TO THIS CODE SHOULD BE PROPOSED AND CONSIDERED);

The proposed variance meets the requirements as outlined in Section 4.b of the City of Villa Rica UDC; therefore, a text amendment to the code would not be required.

E. GRANTING THE VARIANCE WILL NOT BE DETRIMENTAL TO ANY ADJACENT PROPERTIES OR THE AREA.

It is not anticipated that granting the variance will be detrimental to any adjacent properties or the area; alternatively, lots 36-38 are the only remaining lots along Landon Drive and Creek Pointe Way that have not been developed. Granting the variance will allow these lots to be developed as single family detached homes, completing this area of the subdivision and preventing the vacant lots from being abandoned.

F. GRANTING THE VARIANCE WILL NOT BE DETRIMENTAL TO PUBLIC HEALTH, SAFETY OR WELFARE

Due to the fact that the 25' state waters buffer will still be in place, it is not anticipated that granting the variance will be detrimental to public health, safety or welfare.

G. IN THE EVENT THE BASIS OR REASON FOR THE APPEAL IS DUE TO CIRCUMSTANCES OR A SITUATION NOT CREATED BY THE APPLICANT (E.G., AN UNDERSIZED PARCEL WAS CREATED, OR A STRUCTURE WHOSE DEFICIENT SETBACKS WERE ESTABLISHED, OR A STRUCTURE HAD SETBACKS WHICH WERE CONFORMING TO REQUIREMENTS PRIOR TO THE

ADOPTION OF THE CURRENT CODE REQUIREMENTS) THE COUNCIL MAY APPROVE AN VARIANCE APPLYING ONLY 4.B. ABOVE.

Exceptional conditions create an undue hardship to the property as described in the response to question B above.

Exhibit 5
Listing of Property Owners

The list below consists of all property owners located within 250 feet of the lots included in the variance request with the exception of those properties currently owned by the applicant/owner or proposed to be developed by the applicant/owner as part of the continued development of the Northwoods at Mirror Lake Subdivision.

DESCRIPTION	Parcel ID Number	PROPERTY OWNER	MAILING ADDRESS
Lot 32	02060250134	Daniel & Hesper Herrmann	1024 Landon Drive, Villa Rica, GA 30180
Lot 33	02060250135	Daniel T. & Merry Ann Roberts	1028 Landon Drive, Villa Rica, GA 30180
Lot 34	02050250023	Travis Charles Branson	1032 Landon Drive, Villa Rica, GA 30180
Lot 35	02050250024	David L. & Flory I. Stratton	1036 Landon Drive, Villa Rica, GA 30180
Lot 39	02060250136	Joseph J. & Wanda I. Gallo	1029 Landon Drive, Villa Rica, GA 30180
Lot 40	02060250137	Rose Marie A. Desire	1025 Landon Drive, Villa Rica, GA 30180
Lot 41	02060250138	Herbert, Jr. & Joeann Johnson	2000 Creek Pointe Way, Villa Rica, GA 30180
Lot 42	02060250139	Lucy Bingham	3912 Hathaway Avenue Apt 1050 Long Beach, CA 908155128
Lot 43	02060250140	Raymond & Sharon Logan	3201 London Avenue Deltona, FL 32738
Lot 44	02060250141	Progress Residential Borrower 2015-1 Borrower	P.O. Box 4090 Scottsdale, AZ 85261
Lot 45	02060250142	Donna L. & Tyler L. Barr	1017 Landon Drive, Villa Rica, GA 30180
Mirror Lake Parkway Frontage	02060250001	JLC Mirror Lake SUB 1, LLC	2233 Peachtree Road, Suite 300 Atlanta, GA 30309
Fairways 3,4,5,6,& 7	02060250147	CC Mirror Lake, LLC	3030 LBJ FWY Suite 600 Dallas, TX 75234

Exhibit 6
Wetland and Stream Report

Northwoods at Mirror Lake

DOUGLAS COUNTY, GEORGIA

SITE RECONNAISSANCE FOR WETLANDS, STREAMS, AND STREAM BUFFERS

PREPARED 5/17/2017 FOR Mr. Sean Shea, DR Horton, Inc.

On 5/16/2017, NEI reviewed "Northwoods at Mirror Lake" to determine the extent of aquatic areas we believe would be jurisdictional under Section 404 of the Clean Water Act. The property is approximately 3.71 acres in size and can be accessed from Mirror Lake Parkway, 0.15 miles south from its intersection with Stockmar Road in Villa Rica, Douglas County, Georgia.

SUMMARY OF FINDINGS

TOTAL STUDY AREA	3.71 AC
Wetland Area	Approx. 0.02 AC
Perennial Stream	0 LF
Intermittent Stream	Approx. 105 LF
Ephemeral Stream	0 LF
Ditch	0 LF

PROPERTY DESCRIPTION

The majority of the study area appeared to have been cleared and graded as part of a development activity. The vegetation that remained in the study area was predominantly a mixed hardwood/pine forest with dense understory.

ON-SITE AQUATIC RESOURCES

- **Intermittent Stream 1** is located in the northeastern section of the study area. Intermittent Stream 1 originates offsite and flows along the edge of the study area. It enters and exits the study area twice before continuing southwest offsite. Approximately 105 linear feet of Intermittent Stream 1 is within Lot 37 and 38 of the study area.
- **Wetland One** is located in the northeastern section of the study area. The wetland originates within the study area to the south of Intermittent Stream 1. Wetland 1 continues along Intermittent Stream 1 as it flows offsite. According to the plat map, Wetland 1 is located within lots 36 and 37. Approximately 0.02 acres of Wetland 1 is within the study area.
- Aside from Wetland 1 and Intermittent Stream 1, the remainder of the study area appeared to be entirely upland.
- An Upland Drainage Feature was found along the east side of lots 15-24 and 25. Riprap was present within Lots 22, 23, and 25. A culvert passed under the east side of lot 24 directing drainage south from lots 15-24 to lot 25.

RESULTS OF SITE RECONNAISSANCE

- **Mapping:** As part of this site review, we have prepared the accompanying mapping and illustrations: a location map; aerial photograph; USGS quad map; USDA NRCS soils map; USFWS wetlands map; FEMA floodplains map; sketch of notable features; approximate photo locations.
- **GPS:** While onsite, we used Trimble GEO7X GPS to log the location of the wetland/upland boundary, stream locations, and other notable features as appropriate. The GPS information can be provided upon request.

SUMMARY OF OUR WORK ACTIVITY

Wetlands and waters of the US are under the jurisdiction of the US Army Corps of Engineers (USACE). The USACE jurisdiction is defined at Title 33 Code of Federal Regulations Part 328.3 and other guidance and policy. The USACE jurisdiction in the North Georgia region includes freshwater ponds, lakes, rivers, streams, and wetlands. Definition of these jurisdictional areas can be found in the back of the current Nationwide Permit regulations on the USACE website. The USACE regulates activities that result in the discharge of fill material into these jurisdictional areas. The Georgia Environmental Protection Division regulates land disturbance in a 25-foot buffer extending horizontally from the point of wrested vegetation along streams that exhibit normal stream flow and ponds and lakes. This authority is through the Erosion and Sedimentation Control Act.

Before conducting our fieldwork, we reviewed available remote data, including the following:

- Current and historic aerial photography (as available);
- USGS Quadrangle map;
- USDA NRCS County Soils Survey;
- USFWS National Wetlands Inventory map;
- FEMA Floodplains map

From in-office review of this remote information, we found one main draw, or valley that went through the northeastern lots of the subject area. According to the USGS topographical maps, there was one mapped stream on the property. The Fish and Wildlife Service National Wetland Inventory map was not available at the time of this reconnaissance. Based on historical aerial photography, the study area appeared to have been cleared and graded as part of a development activity along with a series of roads constructed throughout the project area around Year 2005. Riprap for the Upland Drainage Feature appears to have been placed within the study area around Year 2010.

CLOSING

The information and data provided herein is sufficient for planning purposes, but is not necessarily sufficient for agency verification. Our field reconnaissance for wetlands and streams is based on our over 25 years of experience, but please note that the USACE and GAEPD have the ultimate discretionary authority in the determination of their respective jurisdiction. If you would like for us to pursue official jurisdictional determination with the USACE and/or the GAEPD, please let us know.

ADDRESS TO STUDY SITE:
MIRROR LAKE PARKWAY
VILLA RICA, GEORGIA, 30180

PROJECT LOCATION

NORTH

MAP INSET

APPROX. STUDY AREAS
DESIGNATED IN RED

Pine Mountain
Gold Museum

2000FT

200FT

VICINITY MAP

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

FIELD RECONNAISSANCE FOR WETLANDS AND STREAMS NORTHWOODS AT MIRROR LAKE DOUGLAS COUNTY, GEORGIA

EXHIBIT 1

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



AERIAL PHOTO WITH SKETCH

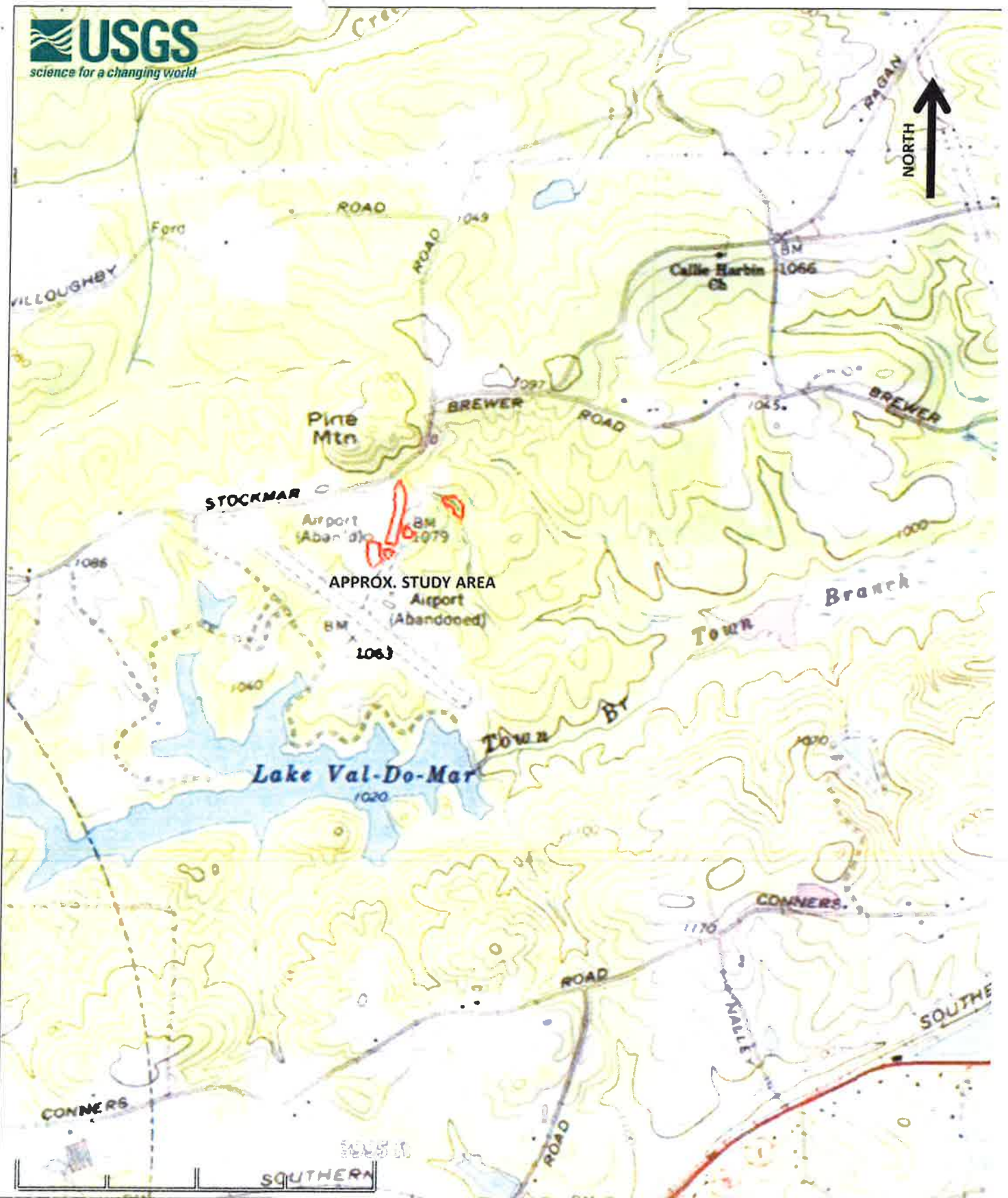
PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA

EXHIBIT 2

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



USGS TOPOGRAPHICAL MAP

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

**FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA**

EXHIBIT 3

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665

APPROX. STUDY AREAS DESIGNATED IN RED



AERIAL PHOTOGRAPH

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA

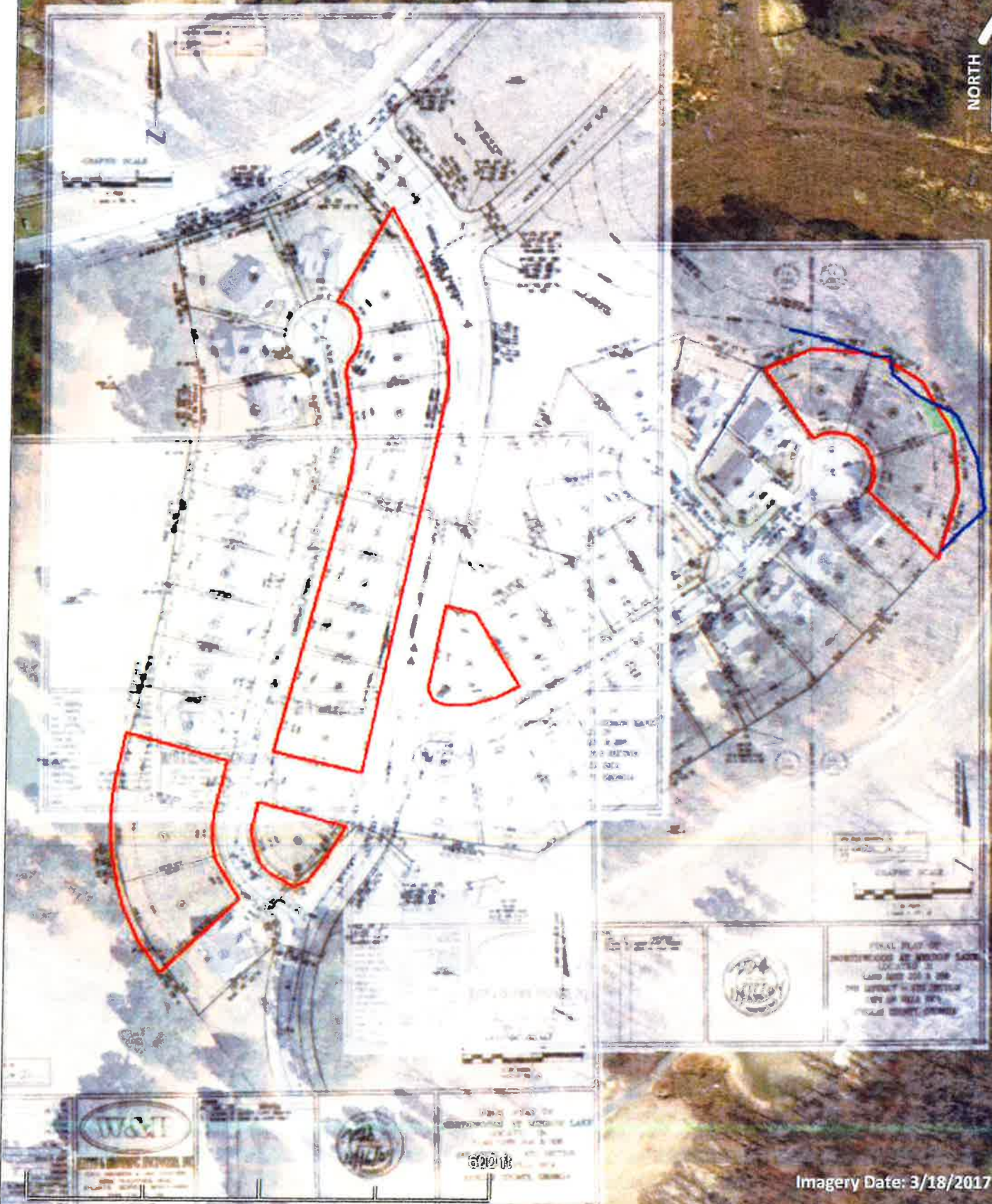
EXHIBIT 4

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665

APPROX. STUDY AREAS DESIGNATED IN RED

NORTH



AERIAL WITH PLAT MAP

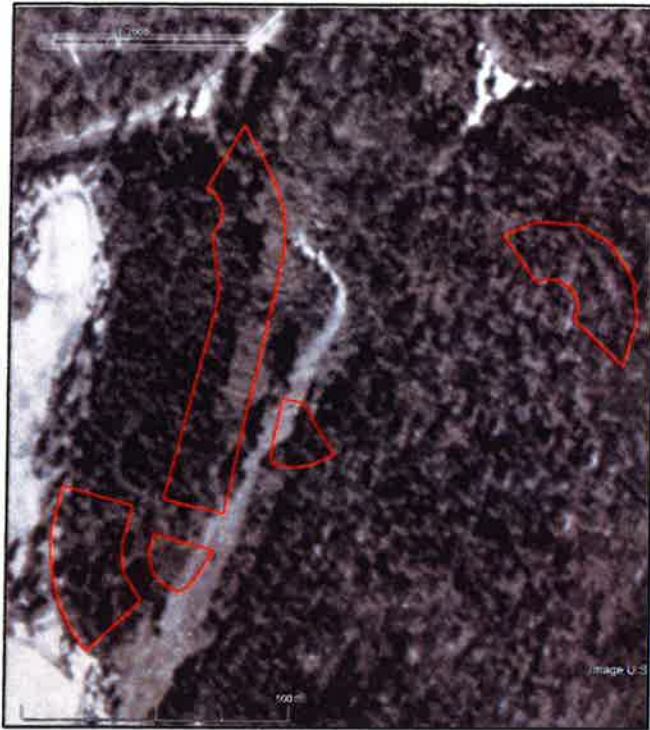
PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

**FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA**

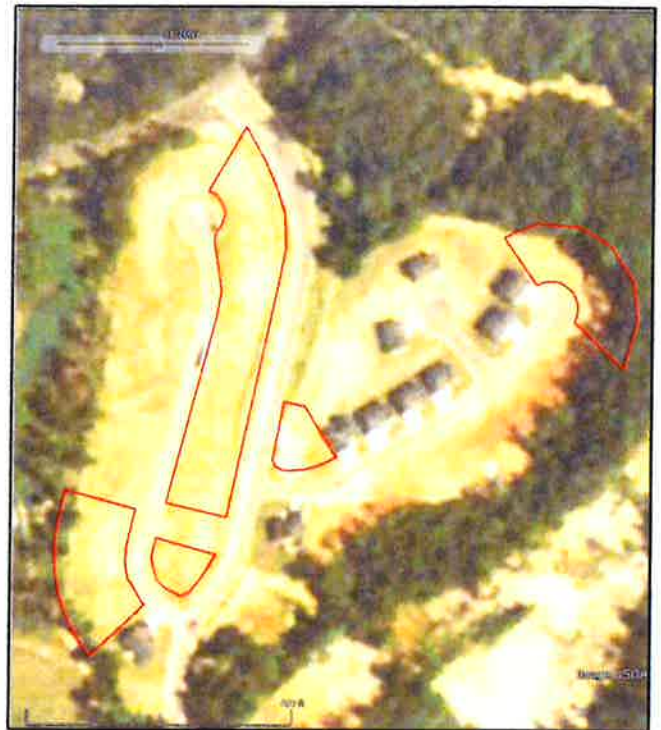
EXHIBIT 5

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



1/2000



11/2005



10/2010



3/2017

HISTORICAL AERIALS

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA

EXHIBIT 6

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



APPROX. STUDY AREAS DESIGNATED IN RED



SOILS LEGEND

AmC2	Appling sandy loam, 6-10% slopes
AmD2	Appling sandy loam, 10-15% slopes
LIB2	Louisburg complex, 2-6% slopes
HYB2	Helena sandy loam, 2-6% slopes
Alp	Alluvial land, somewhat poorly drained

USDA SOIL SURVEY MAP

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA

EXHIBIT 7

MAPS PREPARED 05/16/2017 BY:

NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



APPROX. STUDY AREAS DESIGNATED IN RED



FEMA FLOODPLAINS MAP

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA

EXHIBIT 8

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665

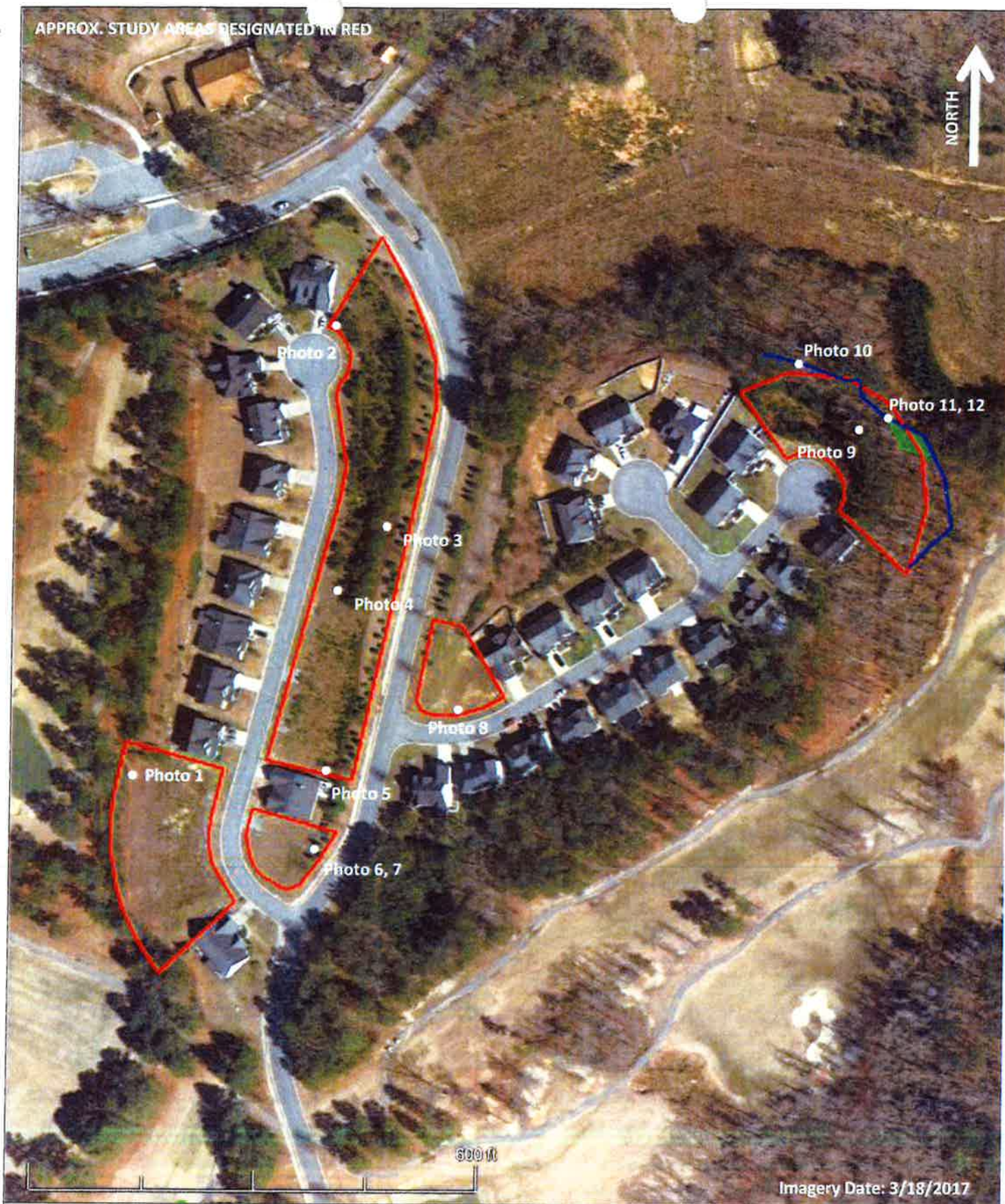


PHOTO LOCATIONS

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA

EXHIBIT 9

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



Photo 1: Upland (Lot 2, 3, & 4)

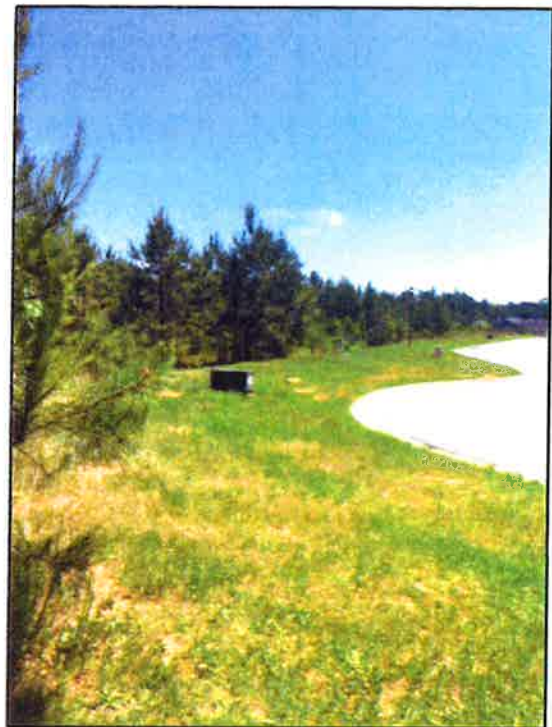


Photo 2: Upland (Lot 15 to Lot 23)

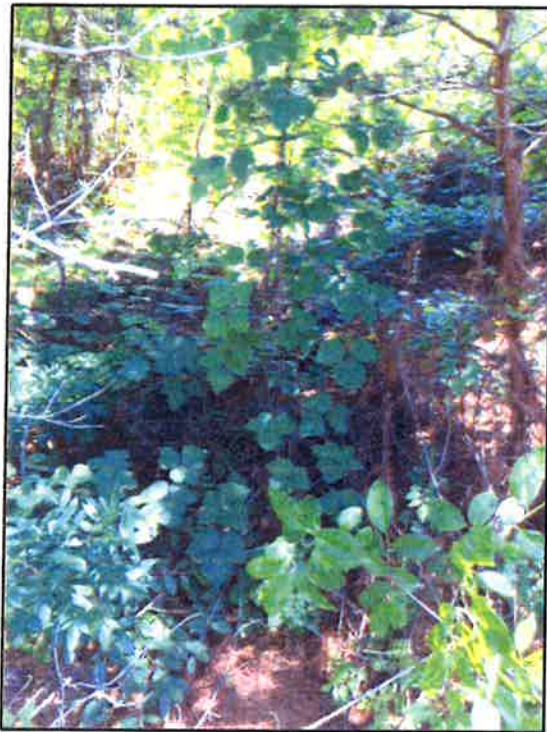


Photo 3: Upland Drainage Feature



Photo 4: Upland

SITE PHOTOS

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

**FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA**

EXHIBIT 10

**MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.**

www.NelsonEnvironmental.us PH:404/862-1665



Photo 5: Southeastern corner of Lot 23. Riprap leading into a Culvert



Photo 6: Northeast corner of lot 25, Culvert with riprap

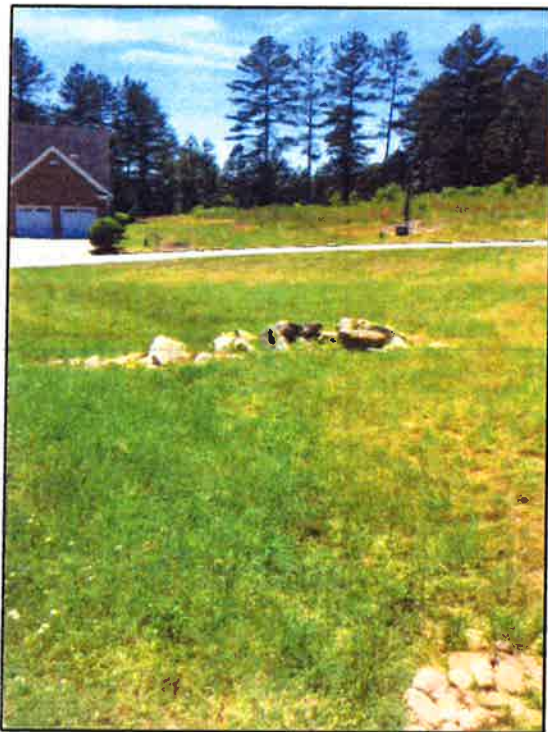


Photo 7: End of drainage pattern, Upland



Photo 8: Upland (Lot 49)

SITE PHOTOS

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA

EXHIBIT 11

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



Photo 9: Upland



Photo 10: Intermittent Stream 1



Photo 11: Intermittent Stream 1 & Wetland 1



Photo 12: Intermittent Stream 1

SITE PHOTOS

PREPARED FOR:
MR. SEAN SHEA
DR HORTON, INC.

**FIELD RECONNAISSANCE FOR
WETLANDS AND STREAMS
NORTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA**

EXHIBIT 12

MAPS PREPARED 05/16/2017 BY:
NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



Council Ward: 4
City Council Member: Gil McDougal
Public Hearing Dates
City Council: September 5, 2017
Request: Variance

Applicant: Sean P. Shea, D.R. Horton, Inc.
8800 Roswell Road, Building B
Suite 100
Sandy Springs, GA 30350
(470) 865-0800

Lot Nos: 26, 28, 29, 30, 31, 32, 33, 34, 35, 36,
and 37 within Southwoods at Mirror Lake
Current Land Use: Vacant
Future Land Use: Residential

Location:

Project Description: The applicant requests a variance for the purpose of reducing buffer requirements.

Variance Review Standards: (From Section 2.03J(4) of the Unified Development Code)
A variance is not a right. It may be granted only upon finding that:

(a) *Granting the variance will not substantially conflict with any City adopted plans or policies, or the purposes or intent as set forth in this code.*

Granting the variance will substantially conflict with the buffer requirements established in the Unified Development Code.

(b) *There are exceptional conditions creating an undue hardship, applicable only to the property involved, or the intended use thereof, which do not generally apply to the other land areas or uses within the zone district.*

The current ordinance would prohibit development of this land unless this variance is granted.

(c) *The applicant cannot derive a reasonable use of the property without approval of a variance.*

The applicant cannot derive a reasonable use of the property without approval of this variance.

(d) *Granting the variance will not generally set a precedent for other applications (which would indicate that a text amendment to this code should be proposed and considered).*

Granting this variance will not necessarily set a precedent for other applications due to the unique situation in this case.

(e) *Granting the variance will not be detrimental to any adjacent properties or the area.*

Granting the variance will not be detrimental to any adjacent properties or the area.

(f) *Granting the variance will not be detrimental to public health, safety or welfare.*

Granting the variance will not be detrimental to the public health, safety, or welfare.

OR

(g) In the event the basis or reason for the appeal is due to circumstances or a situation not created by the applicant (e.g., an undersized parcel was created, or a structure whose deficient setbacks were established, or a structure had setbacks which were conforming to requirements prior to the adoption of the current code requirements) the Council may approve a variance applying only b. above

This basis of this appeal is due to circumstances not created by this applicant. The property's shape and topography existed at the time of adoption of this ordinance. The final plat was recorded in May 2007, after the adoption of the ordinance. The final plat did not include the 50' stream buffer and 25' impervious buffer required by the City. The applicant will maintain the 25' state buffer requirement. Adherence to the City's minimal buffer requirement will not allow all of this land to be developed as platted.

Staff Comments:

The applicant requests a variance for the purpose of reducing buffer requirement for the city's 50' stream buffer, and 25' impervious buffer.

The City of Villa Rica has held that buffers adjacent to streams provide numerous benefits including: (1) Protecting, restoring and maintaining the chemical, physical and biological integrity of streams and their water resources (2) Removing pollutants delivered in urban stormwater (3) Reducing erosion and controlling sedimentation (4) Protecting and stabilizing stream banks (5) Providing for infiltration of stormwater runoff (6) Maintaining base flow of streams (7) Contributing organic matter that is a source of food and energy for the aquatic ecosystem (8) Providing tree canopy to shade streams and promote desirable aquatic habitat (9) Providing riparian wildlife habitat (10) Furnishing scenic value and recreational opportunity and (11) Providing opportunities for the protection and restoration of greenspace.

Some of the requested variances impact the city's 50' stream buffer requirement and 25' impervious buffer requirement, but not all impact the same buffers. Therefore, staff recommends the following:

Approval of the variance for reduced 50' stream and 25' impervious buffers

Lots 28, 29, 31, 33, 34, and 35

Denial of the variance for reduced 50' stream buffer and approval of the variance for the 25' impervious buffer

Lot 30, 32, and 36

Denial of the variance for reduced stream and impervious buffers

Lots 26 and 37


Janet L. Hyde
Community Development Manager

Attachments:

- | | |
|---|------------------------------|
| 1. Application | 2. Copy of Deeds |
| 3. Statement of Why Variance is Necessary | 4. Wetland and Stream Report |
| 5. Site Plans | |



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: July 19, 2017

APPLICANT

Applicant Name: Sean P. Shea, DR Horton, INC

Address: 8800 Roswell Road, Bldg B, Suite 100 City: Sandy Springs State: GA Zip: 30350

Phone: (470) 865 - 0800 Fax: (844) 331 - 4500 Email: spshea@drhorton.com

Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____

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

Owner Name (If different from applicant): Owner is the same as the 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 requested variance is for lots 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39 located within the Southwoods at Mirror Lake Subdivision. The lots listed above are located along the south side of Bedrock Creek Road near its intersection with Creekhead Drive in Unit II-B of the subdivision.

I, Bruce A. Rippen, 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

7-19-17

Bruce A. Rippen
V.P. Land Acquisitions
D.R. Horton, Inc.



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

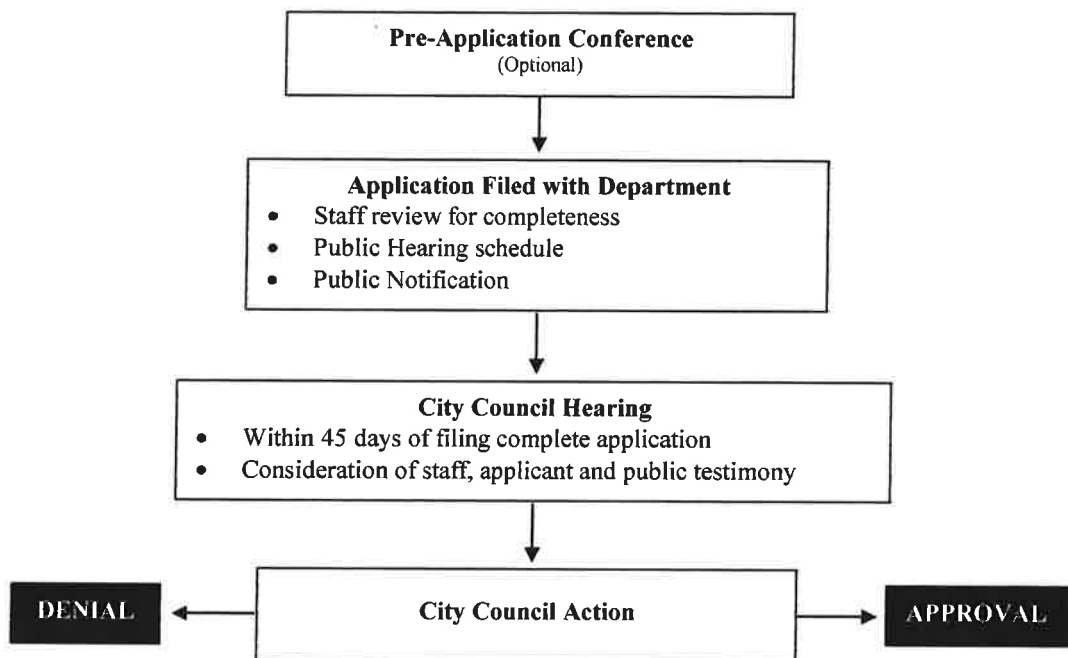


Exhibit 1
Copy of Deed

[Space Above This Line For Recording Data]

RETURN DOCUMENT TO:

GREENFIELD, BOST & KLIROS, P.C.
William L. Bost, III, Esq.
990 Hammond Drive, Suite 650
Atlanta, Georgia 30328

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made this 22nd day of June, 2017 between JLC MIRROR LAKE SUB 1, LLC, a Georgia limited liability company ("Grantor"), and D.R. HORTON, INC., a Delaware corporation ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, administrators, executors, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, 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 Grantee the following described real property together with all buildings, fixtures, mechanical, electrical, plumbing and other systems, and other improvements located thereon, and all alleys, easements, rights and licenses appurtenant thereto (hereinafter collectively referred to as the "Property"):

All that certain tract or parcel of land lying and being in Land Lots 180 and 205 of the 2nd District, 5th Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance is made subject to those items set out in Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit and behoof of Grantee, Grantee's heirs, successors and assigns, forever, IN FEE SIMPLE.

And the said Grantor covenants with the Grantee that it is the owner in fee simple of the Property and will warrant and forever defend the right and title of the Property unto Grantee, Grantee's heirs, successors and assigns, against the claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

JLC MIRROR LAKE SUB 1, LLC,
a Georgia limited liability company,

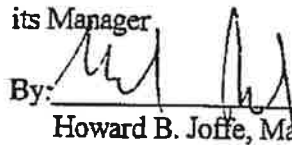

Witness

By: **JLC MIRROR LAKE, LLC,**
a Georgia limited liability company,
its Sole Member


Notary Public

By: **JLC MIRROR LAKE MANAGER, LLC,**
its Manager

My Commission Expires: 11/8/2020

By: 
Howard B. Joffe, Manager [SEAL]

[NOTARY SEAL]

Nathan Hardin
NOTARY PUBLIC
DeKalb County, GEORGIA
My Comm. Expires 11/08/2020

EXHIBIT "A"

All that certain tract or parcel of land lying and being in Land Lots 180 of the 2nd District, 5th Section, City of Villa Rica, Douglas County, Georgia, being Lots 86, 87, and 88 of Southwoods at Mirror Lake, Phase II, as per Plat recorded in Plat Book 33, Pages 126-130, Records of Douglas County, Georgia, as revised in Plat Book 33, Pages 219-223, aforesaid Records, as further revised in Plat Book 34, Pages 398-402, aforesaid Records, and as further revised in Plat Book 37, Pages 231-238, aforesaid Records, which Plats are incorporated herein and made a part hereof.

Together with:

All that certain tract or parcel of land lying and being in Land Lots 180 and 205 of the 2nd District, 5th Section, City of Villa Rica, Douglas County, Georgia, being Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, and 72, of Southwoods at Mirror Lake, Phase II-B, as per Plat recorded in Plat Book 35, Pages 138-142, Records of Douglas County, Georgia, which Plat is incorporated herein and made a part hereof.

EXHIBIT "B"

1. All taxes for the year 2017 and subsequent years and any additional taxes due as a result of a reassessment or a rebilling of the subject property, not yet due and payable.
2. No insurance is afforded as to the exact amount of acreage and/or square footage contained in the land.
3. Riparian rights incident to the premises.
4. Easement Agreement from Liberty Road Properties, a Georgia limited partnership, to the City of Villa Rica, Georgia, a municipal corporation, dated July 6, 1988, filed for record October 13, 1988 at 2:43 p.m., recorded in Deed Book 622, Page 699, Records of Douglas County, Georgia.
5. Right-of-Way Easement from Fairgreen Capital, LP, to Greystone Power Corporation, an electric membership corporation, dated September 15, 2005, filed for record November 18, 2005 at 10:42 a.m., recorded in Deed Book 2262, Page 976, aforesaid Records.
6. Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated November 3, 1998, filed for record November 4, 1998 at 9:16 a.m., recorded in Deed Book 1206, Page 370, aforesaid Records; as supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of March 10, 1999, filed for record April 22, 1999 at 2:59 p.m., recorded in Deed Book 1248, Page 708, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of January 6, 1999, filed for record January 8, 1999 at 4:33 p.m., recorded in Deed Book 1224, Page 695, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of January 29, 1999, filed for record February 3, 1999 at 11:14 a.m., recorded in Deed Book 1229, Page 470, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake (Club Pointe at Mirror Lake) by Mirror Lake, LLC, a Georgia limited liability company, undated, filed for record April 22, 1999 at 3:09 p.m., recorded in Deed Book 1248, Page 723, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of June 11, 1999, filed for record June 17, 1999 at 11:31 a.m., recorded in Deed Book 1261, Page 505, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of July 14, 1999, filed for record July 20, 1999 at 11:56 a.m., recorded in Deed Book 1268, Page

195, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of October 7, 1999, filed for record October 8, 1999 at 10:49 a.m., recorded in Deed Book 1286, Page 479, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of November 8, 1999, filed for record November 12, 1999 at 1:56 p.m., recorded in Deed Book 1293, Page 253, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of October 27, 1999, filed for record December 21, 1999 at 12:39 p.m., recorded in Deed Book 1300, Page 202, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of September 27, 1999, filed for record December 21, 1999 at 12:39 p.m., recorded in Deed Book 1300, Page 205, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of September 17, 1999, filed for record December 21, 1999 at 12:39 p.m., recorded in Deed Book 1300, Page 208, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake, LLC, a Georgia limited liability company, dated as of February 4, 2000, filed for record February 7, 2000 at 3:19 p.m., recorded in Deed Book 1309, Page 45, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of April 18, 2000, filed for record May 10, 2000 at 11:44 a.m., recorded in Deed Book 1328, Page 228, aforesaid Records; as supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of May 31, 2000, filed for record June 5, 2000 at 2:56 p.m., recorded in Deed Book 1332, Page 1034, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of January 24, 2000, filed for record June 22, 2000 at 2:37 p.m., recorded in Deed Book 1336, Page 504, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of June 15, 2000, filed for record June 26, 2000 at 12:36 p.m., recorded in Deed Book 1336, Page 906, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of July 5, 2000, filed for record July 10, 2000 at 3:53 p.m., recorded in Deed Book 1339, Page 1013, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of July 5, 2000, filed for record July 10, 2000 at 3:54 p.m., recorded in Deed Book 1339, Page 1016, aforesaid Records; as

further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of September 20, 2000, filed for record September 20, 2000 at 11:51 a.m., recorded in Deed Book 1356, Page 915, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of September 25, 2000, filed for record September 29, 2000 at 12:51 p.m., recorded in Deed Book 1358, Page 944, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, as Georgia limited liability company, dated as of September 27, 2000, filed for record October 10, 2000 at 1:02 p.m., recorded in Deed Book 1361, Page 821, aforesaid Records; as further supplemented by Corrective Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of November 10, 2000, filed for record November 13, 2000 at 1:43 p.m., recorded in Deed Book 1368, Page 963, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of November 30, 2000, filed for record December 11, 2000 at 4:55 p.m. recorded in Deed Book 1375, Page 42, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of January 3, 2001, filed for record January 18, 2001 at 2:25 p.m., recorded in Deed Book 1383, Page 147, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of January 21, 2001, filed for record February 20, 2001 at 1:01 p.m., recorded in Deed Book 1390, Page 931, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of February 28, 2001, filed for record march 5, 2001 at 4:07 p.m., recorded in Deed Book 1394, Page 971, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of May 11, 2001, filed for record June 5, 2001 at 1:52 p.m., recorded in Deed Book 1425, Page 723, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of June 1, 2001, filed for record June 11, 2001 at 2:36 p.m., recorded in Deed Book 1427, Page 455, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of July 2, 2001, filed for record July 9, 2001 at 1:45 p.m., recorded in Deed Book 1438, Page 250, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of August 24, 2001, filed for record September 5, 2001 at 2:00

p.m., recorded in Deed Book 1461, Page 211, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of December 12, 2001, filed for record December 21, 2001 at 2:36 p.m., recorded in Deed Book 1503, Page 542, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of March 1, 2002, filed for record March 13, 2002 at 11:00 a.m., recorded in Deed Book 1539, Page 385, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of January 22, 1999, filed for record April 1, 2002 at 2:59 p.m., recorded in Deed Book 1546, Page 798, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of January 25, 1999, filed for record April 1, 2002 at 2:59 p.m., recorded in Deed Book 1546, Page 802, aforesaid Records; as further supplemented by Supplement to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated March 22, 2002, filed for record July 29, 2002 at 9:26 a.m., recorded in Deed Book 1597, Page 120, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of July 19, 2002, filed for record July 31, 2002 at 2:42 p.m., recorded in Deed Book 1599, Page 26, aforesaid Records; as further supplemented by Supplement to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of August 6, 2002, filed for record August 26, 2002 at 3:26 p.m., recorded in Deed Book 1607, Page 256, aforesaid Records; as further supplemented by Supplemental Declaration for South Harbour Unit One at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of February 24, 2003, filed for record March 10, 2003 at 10:59 a.m., recorded in Deed Book 1705, Page 56, aforesaid Records; as amended by Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of March 31, 2003, filed for record August 4, 2003 at 10:51 a.m., recorded in Deed Book 1799, Page 849, aforesaid Records; as consented to and amended by Consent and Amendment to Golf Course Operating Agreement (Mirror Lake) by and among Fairgreen Capital, L.P., a Georgia limited partnership, Patten Seed Company, a Georgia corporation, Sequoia Golf Mirror Lake, LLC, a Georgia limited liability company, and Parthenon-Sequoia Corp., a Cayman Islands corporation, dated October 22, 2003, filed for record November 18, 2003 at 4:21 p.m., recorded in Deed Book 1870, Page 94, aforesaid Records; as further supplemented by Supplemental Declaration for Phase One Southlake at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of July 13, 2004, filed for record July 19, 2004 at 9:09 a.m., recorded in Deed Book 1997, Page 617, aforesaid Records; as further supplemented by Supplemental Declaration for Northwoods at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of November 23, 2004, filed for record November 29, 2004 at 11:47 a.m.,

recorded in Deed Book 2069, Page 148, aforesaid Records; as assigned and assumed by Assignment and Assumption Agreement Regarding Rights of Declarant under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, and Fairgreen Capital, L.P., a Georgia limited partnership, dated as of October 3, 2002, filed for record January 20, 2005 at 2:00 p.m., recorded in Deed Book 2096, Page 474, aforesaid Records; as supplemented by Supplemental Declaration for Phase 1-B Southwoods at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of February 2, 2005, filed for record February 7, 2005 at 3:17 p.m., recorded in Deed Book 2103, Page 958, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Mirror Lake, LLC, a Georgia limited liability company, dated as of February 15, 2005, filed for record April 15, 2005 at 12:00 p.m., recorded in Deed Book 2139, Page 248, aforesaid Records; as further supplemented by Supplemental Declaration for Phase II Southwoods at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of September 7, 2005, filed for record September 13, 2005 at 4:51 p.m., recorded in Deed Book 2222, Page 387, aforesaid Records; as amended by Amendment to Declaration of Protective Covenants, Restrictions and Easements for Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of December 29, 2005, filed for record December 30, 2005 at 2:22 p.m., recorded in Deed Book 2286, Page 325, aforesaid Records; as further supplemented by Supplemental Declaration for Waternist Phase 1 at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of January 16, 2006, filed for record January 20, 2006 at 2:40 p.m., recorded in Deed Book 2296, Page 602, aforesaid Records; as further supplemented by Supplemental Declaration for Somersport at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of September 13, 2006, filed for record September 19, 2006 at 7:54 a.m., recorded in Deed Book 2434, Page 991, aforesaid Records; as further supplemented by Supplemental Declaration for Somersport at Mirror Lake by Fairgreen Capital L.P., a Georgia limited partnership, dated as of September 18, 2006, filed for record September 19, 2006 at 7:55 a.m., recorded in Deed Book 2434, Page 995, aforesaid Records; as further supplemented by Supplemental Declaration for Somersport at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, dated as of September 18, 2006, filed for record September 19, 2006 at 7:55 a.m., recorded in Deed Book 2434, Page 999, aforesaid Records; as further supplemented by Supplemental Declaration for Southwoods Phase II-B at Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, and Fairgreen Mirror Lake, LLC, a Georgia limited liability company, dated as of June 17, 2007, filed for record June 25, 2007 at 4:39 p.m., recorded in Deed Book 2581, Page 226, aforesaid Records; as further assigned and assumed by Assignment and Assumption Agreement Regarding Rights of Declarant under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Fairgreen Capital, L.P., a Georgia limited partnership, and Fairgreen Mirror Lake, LLC, a Georgia limited liability company, dated as of November 29, 2010, filed for record December 6, 2010 at 2:48 p.m., recorded in Deed Book 2906, Page 320, aforesaid Records; as further supplemented by Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Fairgreen Mirror Lake, LLC, a Georgia limited liability company, dated as of December 22, 2010, filed for record December 23, 2010 at 1:24

p.m., recorded in Deed Bok 2910, Page 210, aforesaid Records; as affected by Affidavit as to Title by Frederick G. Boynton, dated October 6, 2011, filed for record October 11, 2011 at 3:19 p.m., recorded in Deed Book 2966, Page 557, aforesaid Records; as supplemented by Supplemental Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Fairgreen Mirror Lake, LLC, a Georgia limited liability company, dated as of June 5, 2012, filed for record June 15, 2012 at 3:19 p.m., recorded in Deed Book 3027, Page 195, aforesaid Records; as further assigned and assumed by Assignment and Assumption Agreement Regarding Rights of Declarant under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by Fairgreen Mirror Lake, LLC, a Georgia limited liability company, and DB Aster III, LLC, a Delaware limited liability company dated as of June 5, 2012, filed for record June 27, 2012 at 11:06 a.m., recorded in Deed Book 3029, Page 745, aforesaid Records; as further amended by Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Mirror Lake by DB Aster III, LLC, a Delaware limited liability company, dated as of July 30, 2014, filed for record August 21, 2014 at 9:30 a.m., recorded in Deed Book 3237, Page 714, aforesaid Records; as further assigned and assumed by Assignment and Assumption of Declarant's Rights by and between DB Aster III, LLC, a Delaware limited liability company, and JLC Mirror Lake Sub 1, LLC, a Georgia limited liability company, dated as of December 18, 2015, filed for record December 23, 2015 at 12:38 p.m., recorded in Deed Book 3349, Page 989, aforesaid Records; as further affected by Appointment of Members of the Board of Directors by Declarant for Mirror Lake by JLC Mirror lake Sub 1, LLC, a Georgia limited liability company, dated February 1, 2016, filed for record March 18, 2016 at 9:50 a.m., recorded in Deed Book 3370, Page 984, aforesaid Records.

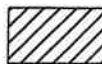
7. All matters shown on Final Plat of Southwoods at Mirror Lake, Phase II, filed for record August 25, 2005 at 3:07 p.m., recorded in Plat Book 33, Pages 126-130, aforesaid Records, as revised in Plat filed for record November 15, 2005 at 2:51 p.m., recorded in Plat Book 33, Pages 219-223, aforesaid Records, as further revised in Plat filed for record November 8, 2006 at 2:55 p.m., recorded in Plat Book 34, Pages 398-402, aforesaid Records, as further revised in Plat filed for record June 11, 2010 at 2:15 p.m., recorded in Plat Book 37, Pages 231-238, aforesaid Records.
8. All matters shown on Final Plat of Southwoods at Mirror Lake, Phase II-B, filed for record May 30, 2007 at 1:39 p.m., recorded in Plat Book 35, Pages 138-142, aforesaid Records.

Exhibit 2

Site Plans

Drawing name: L:\103051 - DR Horton - Southwoods at Mirror Lake - Douglas County_GA\CADD\EXHIBITS\2017-07-17 - Stream Buffer Variance.dwg Southwoods (lots 26-29) Jul 18, 2017 3:05pm

LEGEND

-  TOTAL ENCROACHMENT AREA = ± 0.13 ACRES
(25' IMPERVIOUS SETBACK)
-  TOTAL ENCROACHMENT AREA = ± 0.02 ACRES
(50' UNDISTURBED BUFFER)

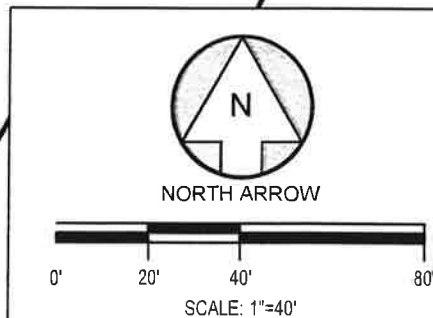
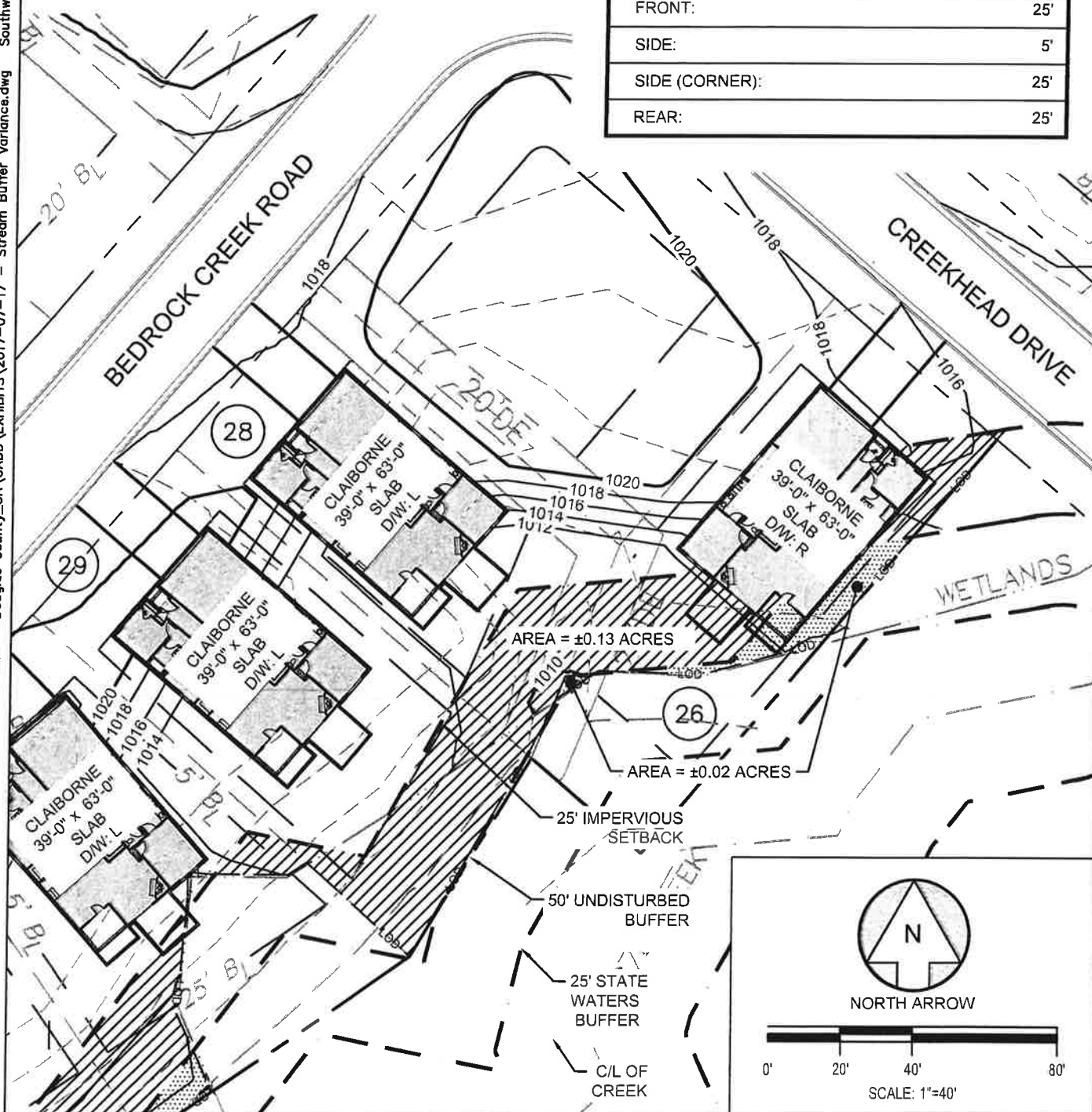
SITE SUMMARY

ZONING CLASSIFICATION

JURISDICTION:	CITY OF VILLA RICA
ZONING:	PLANNED DEVELOPMENT
ADJACENT ZONING:	PLANNED DEVELOPMENT

BUILDING SETBACKS

FRONT:	25'
SIDE:	5'
SIDE (CORNER):	25'
REAR:	25'



LECRAW
ENGINEERING
3475 CORPORATE WAY, SUITE A
DULUTH, GA 30098
PHONE - 678.546.8100 FAX - 770.441.0298

PROJECT:
**SOUTHWOODS
AT MIRROR LAKE**
LAND LOT 180, 2ND DISTRICT,
5TH SECTION
VILLA RICA, FULTON COUNTY, GA

CLIENT: DR HORTON, INC.

JOB NUMBER: 103050

DATE: 07/16/17

SCALE: 1" = 40'

DRAWN BY: LEI

DESIGNED BY: LEI

CHECKED BY: JSW

TITLE:
**SITE PLAN EXHIBIT
LOTS 26, 28, & 29**

DRAWING NUMBER:
EX-3

Drawing name: L:\103051 - DR Horton - Southwoods at Mirror Lake - Douglas County\EXHIBITS\2017-07-17 - Stream Buffer Variance.dwg Southwoods (lots 30-33) Jul 18, 2017 3:02pm

SITE SUMMARY

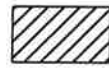
ZONING CLASSIFICATION

JURISDICTION:	CITY OF VILLA RICA
ZONING:	PLANNED DEVELOPMENT
ADJACENT ZONING:	PLANNED DEVELOPMENT

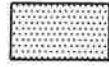
BUILDING SETBACKS

FRONT:	25'
SIDE:	5'
SIDE (CORNER):	25'
REAR:	25'

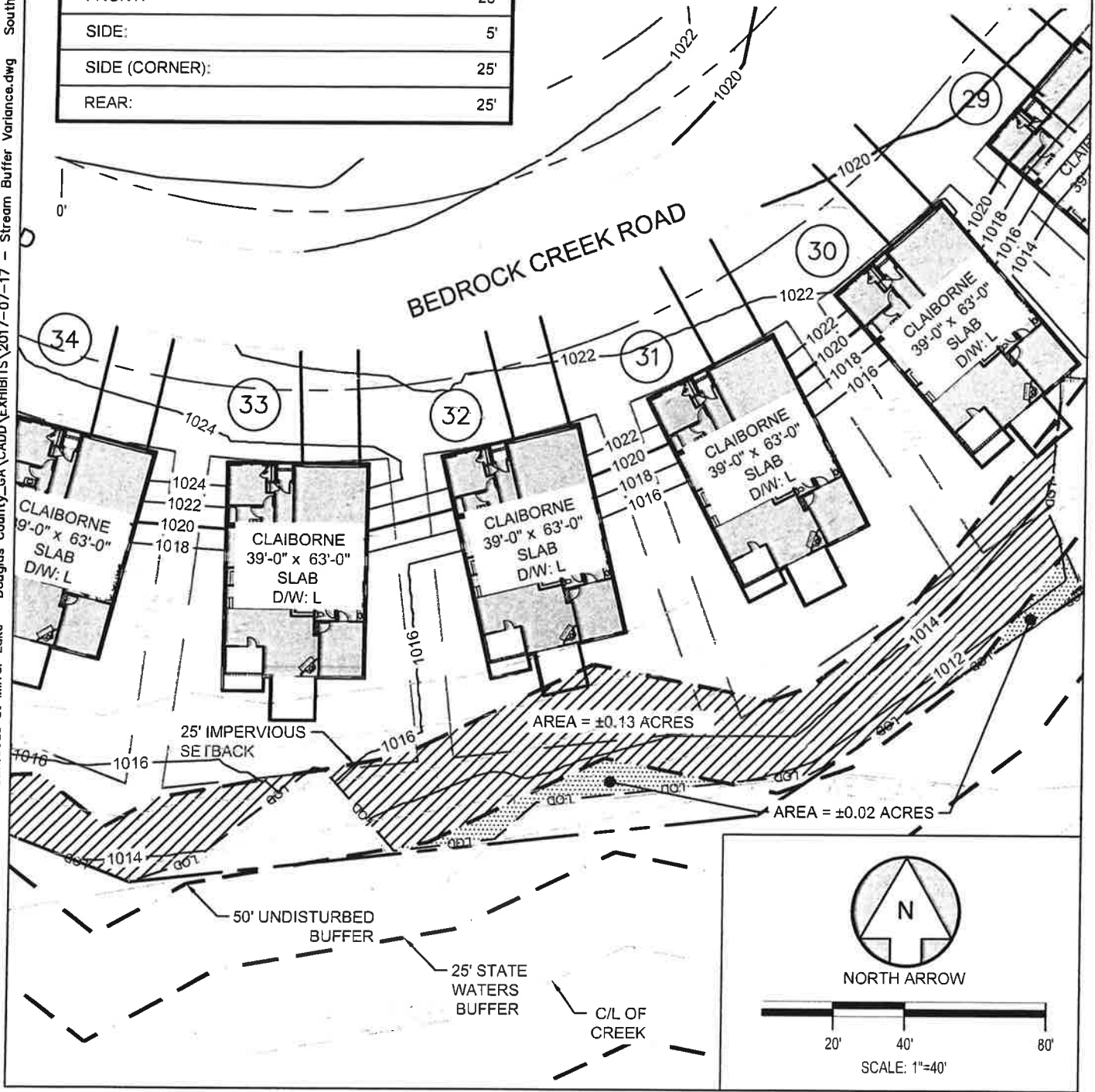
LEGEND



TOTAL ENCROACHMENT AREA = ± 0.13 ACRES
(25' IMPERVIOUS SETBACK)



TOTAL ENCROACHMENT AREA = ± 0.02 ACRES
(50' UNDISTURBED BUFFER)



LECRAW
ENGINEERING

3475 CORPORATE WAY, SUITE A
DULUTH, GA 30098
PHONE - 678.546.8100 FAX - 770.441.0298

PROJECT:

**SOUTHWOODS
AT MIRROR LAKE**
LAND LOT 180, 2ND DISTRICT,
5TH SECTION
VILLA RICA, FULTON COUNTY, GA

CLIENT: DR HORTON, INC.

JOB NUMBER: 103050

DATE: 03/31/17 SCALE: 1" = 20'

DRAWN BY: LEI

DESIGNED BY: LEI

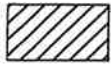
CHECKED BY: JSW

TITLE:

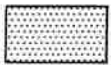
**SITE PLAN EXHIBIT
LOTS 30-33**

DRAWING NUMBER:
EX-2

LEGEND



TOTAL ENCROACHMENT AREA = ± 0.14 ACRES
 (25' IMPERVIOUS SETBACK)



TOTAL ENCROACHMENT AREA = ± 0.08 ACRES
 (50' UNDISTURBED BUFFER)

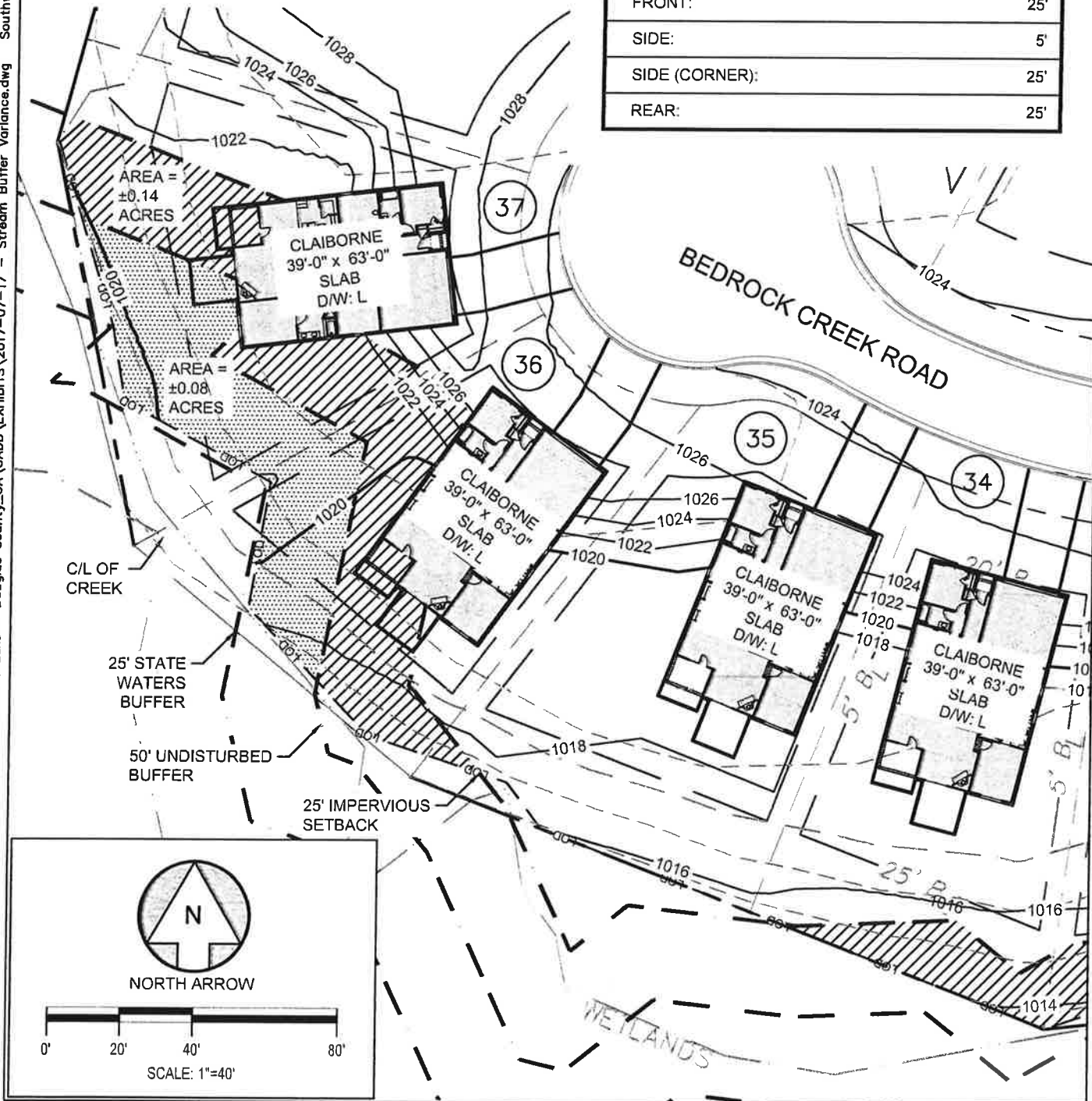
SITE SUMMARY

ZONING CLASSIFICATION

JURISDICTION:	CITY OF VILLA RICA
ZONING:	PLANNED DEVELOPMENT
ADJACENT ZONING:	PLANNED DEVELOPMENT

BUILDING SETBACKS

FRONT:	25'
SIDE:	5'
SIDE (CORNER):	25'
REAR:	25'



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 ENGINEERING
 3475 CORPORATE WAY, SUITE A
 DULUTH, GA 30096
 PHONE - 678.548.8100 FAX - 770.441.0298

PROJECT:
**SOUTHWOODS
 AT MIRROR LAKE**
 LAND LOT 180, 2ND DISTRICT,
 5TH SECTION
 VILLA RICA, GULFON COUNTY, GA

CLIENT: DR HORTON, INC.

JOB NUMBER: 103050

DATE: 03/31/17 SCALE: 1" = 40'

DRAWN BY: LEI

DESIGNED BY: LEI

CHECKED BY: JSW

TITLE:
**SITE PLAN EXHIBIT
 LOTS 34-37**

DRAWING NUMBER:
 EX-1

Exhibit 3
Statement of why Variance is Necessary

The requested variance is necessary to develop eleven remaining vacant lots in Phase II-B of the Southwoods at Mirror Lake Subdivision in accordance with the previously approved Final Plat. Lots 26, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 are located on the south side of Bedrock Road and are impacted by state waters located at the rear of the lots.

The final plat for Phase II-B was recorded in May of 2007 and included a 25' state waters buffer measured from the top of stream bank of the state waters; however, the present day buffer standards for the City of Villa Rica require a 50' undisturbed buffer and an additional 25' impervious setback measured from the top of stream bank. Applying the present day buffers to the site would prevent lots these lots from being developed as single family detached homes as originally intended by the final plat. A variance is being requested to allow these lots to be developed without including the present day buffer standards required by the City of Villa Rica while maintaining the 25' state waters buffer required by the state.

The requested variance is in accordance with section 4.b of the City of Villa Rica Unified Development Code as follows:

Where a parcel was platted prior to the effective date of this ordinance, and its shape, topography or other existing physical condition prevents land development consistent with this ordinance, and the City of Villa Rica finds and determines that the requirements of this ordinance prohibit the otherwise lawful use of the property by the owner, the City of Villa Rica may grant a variance from the buffer and setback requirements hereunder, provided such variance require mitigation measures to offset the effects of any proposed land development on the parcel.

The effective date of the ordinance is August 1, 2006 and the final plat for Phase II-B of the Southwoods at Mirror Lake Subdivision was recorded in May of 2007. Although the final plat was recorded after the effective date of the ordinance, it did not include the 50' undisturbed buffer and 25' impervious setback as required by present day standards. Applying the present day buffer standards to the previously recorded final plat would prevent land development consistent with the ordinance.

Exhibit 4
Statement of Required Findings

GRANTING THE VARIANCE WILL NOT SUBSTANTIALLY CONFLICT WITH ANY CITY ADOPTED PLANS OR POLICIES, OR THE PURPOSES OR INTENT AS SET FORTH IN THIS CODE.

The requested variance is being filed in accordance with Section 4.B of the City of Villa Rica Unified Development Code, which allows the City of Villa to grant a variance from the present day buffer and setback requirements as outlined in the UDC.

1. THERE ARE EXCEPTIONAL CONDITIONS CREATING AN UNDUE HARDSHIP, APPLICABLE ONLY TO THE PROPERTY INVOLVED, OR THE INTENDED USE THEREOF, WHICH DO NOT GENERALLY APPLY TO THE OTHER LAND AREAS OR USES WITHIN THE ZONE DISTRICT.

A Site Reconnaissance for Wetlands, Streams, and Stream buffers was conducted by Nelson Environmental, INC. on April 14, 2017 for the Southwoods Subdivision. The study area included approximately 55 acres. (See Attached, Exhibit 6 – Wetland and Stream Report)

The following statement was included in the report under the Findings Section:

There is a stream in the northern portion of the property, entering the property to the east and flowing until it exits the property boundary to the west (Perennial Stream 1). Wetland seeps extend along both sides of the stream. Perennial Stream 1 flows under Creekhead Road dividing the two wetland seeps, one on each side of the road.

An additional stream was located along the southern boundary of the property as well as another wetland seep located near the southwestern part of the property; however, only perennial stream 1 located in the northern portion of the property is expected to affect the lots in question.

The description of stream 1, as identified in the site reconnaissance report, is an accurate reflection of what is shown on the previously recorded final plat for Southwoods at Mirror Lake Phase II-B which identifies the creek on both sides of Creekhead Road and the wetland areas as described above. A 25' state waters buffer is also included on the final plat along both sides of the creek.

The lot boundaries for the subdivision were originally laid out taking into account only the 25' state waters buffer as was required at that time of recording of the final plat. As a result, there is not adequate space at the rear of the lots to include an additional 50' undisturbed buffer and 25' impervious setback as required by the present day standards.

As shown on the provided exhibit, if the present day standards are applied to the proposed development, the proposed grading would encroach into the required 50' undisturbed buffer and 25' impervious setback at the rear of the lots for the lots listed in the variance request

Based on this analysis, requiring the remaining lots in Phase II-B to provide the 50' undisturbed buffer and 25' impervious setback, as required by the present day standards, creates an undue hardship and prevents the otherwise lawful use of these lots as shown on the previously recorded final plat.

2. THE APPLICANT CANNOT DERIVE A REASONABLE USE OF THE PROPERTY WITHOUT APPROVAL OF A VARIANCE

Due to the potential reduction in the buildable lot area as a result of the present day buffer standards, the lots specified cannot be reasonably developed as single family detached homes without approval of a variance.

3. GRANTING THE VARIANCE WILL NOT GENERALLY SET A PRECEDENT FOR OTHER APPLICATIONS (WHICH WOULD INDICATE THAT A TEXT AMENDMENT TO THIS CODE SHOULD BE PROPOSED AND CONSIDERED);

The proposed variance is in accordance with Section 4.b of the City of Villa Rica UDC; therefore, a text amendment to the code would not be required.

4. GRANTING THE VARIANCE WILL NOT BE DETRIMENTAL TO ANY ADJACENT PROPERTIES OR THE AREA.

It is not anticipated that granting the variance will be detrimental to any adjacent properties or the area; alternatively, granting the variance will allow these lots to be developed as single family detached homes, completing this area of the subdivision and preventing the vacant lots from being abandoned.

5. GRANTING THE VARIANCE WILL NOT BE DETRIMENTAL TO PUBLIC HEALTH, SAFETY OR WELFARE

Due to the fact that the 25' state waters buffer will still be in place, it is not anticipated that granting the variance will be detrimental to public health, safety or welfare.

6. IN THE EVENT THE BASIS OR REASON FOR THE APPEAL IS DUE TO CIRCUMSTANCES OR A SITUATION NOT CREATED BY THE APPLICANT (E.G., AN UNDERSIZED PARCEL WAS CREATED, OR A STRUCTURE WHOSE DEFICIENT SETBACKS WERE ESTABLISHED, OR A STRUCTURE HAD SETBACKS WHICH WERE CONFORMING TO REQUIREMENTS PRIOR TO THE ADOPTION OF THE CURRENT CODE REQUIREMENTS) THE COUNCIL MAY APPROVE AN VARIANCE APPLYING ONLY 4.B. ABOVE.

Exceptional conditions create an undue hardship to the property as described in the response to 4.b above.

Exhibit 5
Listing of Property Owners

The list below consists of all property owners located within 250 feet of the lots included in the variance request with the exception of those properties currently owned by the applicant/owner or proposed to be developed by the applicant/owner as part of the continued development of the Southwoods at Mirror Lake Subdivision.

DESCRIPTION	Parcel ID Number	PROPERTY OWNER	MAILING ADDRESS
Lot 15 – Phase II	01800250035	2014-2 IH Borrower, L.P.	1717 Main Street Suite 2000 Dallas, TX 75201
Lot 16 – Phase II	01800250036	Progress Residential 2014-1 Borrower	PO BOX 4090 Scottsdale, AZ 852614090
Lot 17 – Phase IB	01800250037	Oray, Jr. & Wendy Davis Towns	1065 Southwood Drive, Villa Rica, GA 30180
Lot 18 – Phase II	01800250038	Bradley D. & Theresa Kathleen Jones	1069 Southwood Drive, Villa Rica, GA 30180
Lot 19 – Phase II	01800250039	Ray & Shanti Sylvester	635 Reed Road SE, Smyrna, GA 30082
Lot 20 – Phase II	01800250040	Anthony Jacob & Brittany Heather Parker	1077 Southwood Drive Villa Rica, GA 30180
Lot 21 – Phase II	01800250041	SBY 2014-1 Borrower, LLC	3300 Fernbrook Lane North, Suite 210 Plymouth, MN 55447
Lot 22 – Phase II	01800250042	Daniel C. Leon	1085 South Creek Drive Villa Rica, GA 30180
Lot 23 – Phase II	01800250043	Kessler Realty Investments 1089	2004 Barrington Lane Villa Rica, GA 30180
Lot 43 – Phase IIB	02050250038	Ansley Brooke & Jaden C. Worsham	3008 Bedrock Drive, Villa Rica, GA 30180
Lot 44 – Phase IIB	02050250039	2014-1 IH Borrower, L.P.	1717 Main Street, Suite 2000 Dallas, TX 75201
Lot 70 – Phase IIB	02050250065	Robert Harris	1072 Creekhead Drive Villa Rica, GA 30180
Open Area #1 – Phase IIB	02050250028	Mirror Lake Community Association, Inc.	C/O Sheryl Brown 1000 Shoreline Parkway Villa Rica, GA 30180
Open Area #2 – Phase IIB	01800250107	Mirror Lake Community Association, Inc.	C/O Sheryl Brown 1000 Shoreline Parkway Villa Rica, GA 30180
Mirror Lake Parkway Frontage	01800250119	JLC Mirror Lake Sub 1, LLC	2233 Peachtree Road, Suite 303 Atlanta, GA 30309
Fairways 3-4-5-6-7	02060250147	CC Mirror Lake, LLC	3030 LBJ FWY Suite 600 Dallas, TX 75234

Exhibit 6
Wetland and Stream Report

NEI completed review of the subject property to delineate the extent of aquatic areas we believe to be jurisdictional under Section 404 of the Clean Water Act. This property can be accessed from Mirror Lake Parkway approximately 0.7 miles north of the intersection of Conners Road and Mirror Lake Parkway in Villa Rica, Douglas County, Georgia. The study area associated with this property is approximately 55 acres in size and was visited on April 11, 2017. A sketch of our findings can be found in the attached mapset.

SUMMARY OF OUR WORK ACTIVITY

Wetlands and waters of the US are under the jurisdiction of the US Army Corps of Engineers (USACE). The USACE jurisdiction is defined at Title 33 Code of Federal Regulations Part 328.3 and other guidance and policy. The USACE jurisdiction in the North Georgia region includes freshwater ponds, lakes, rivers, streams, and wetlands. Definition of these jurisdictional areas can be found in the back of the current Nationwide Permit regulations on the USACE website. The USACE regulates activities that result in the discharge of fill material into these jurisdictional areas. The Georgia Environmental Protection Division regulates land disturbance in a 25-foot buffer extending horizontally from the point of wrested vegetation along streams that exhibit normal stream flow and ponds and lakes. This authority is through the Erosion and Sedimentation Control Act.

REMOTE DATA REVIEW

Before conducting our fieldwork, we reviewed available remote data, including the following:

- Current and historic aerial photography (as available);
- USGS Quadrangle map;
- USDA NRCS County Soils Survey;
- USFWS National Wetlands Inventory map;
- FEMA Floodplains map

From in-office review of this remote information, we found three main draws or valleys, one located along a USGS mapped stream in the northern portion of the property and two coming off the USGS mapped stream along the southern boundary of the property. There were no NWI mapped wetlands on the property.

FINDINGS

The subject property contained a mature hardwood forest with a dense understory of hardwood saplings. While onsite, we found three wetlands, two perennial streams, and one ephemeral reach. There is a stream in the northern portion of the property, entering the property to the east and flowing until it exits the property boundary to the west (Perennial Stream 1). Wetland seeps extend along both sides of the stream. Perennial Stream 1 flows under Creekhead Road dividing the two wetland seeps, one on each side of the road. These wetlands were marked with blue/white surveyor's ribbon.

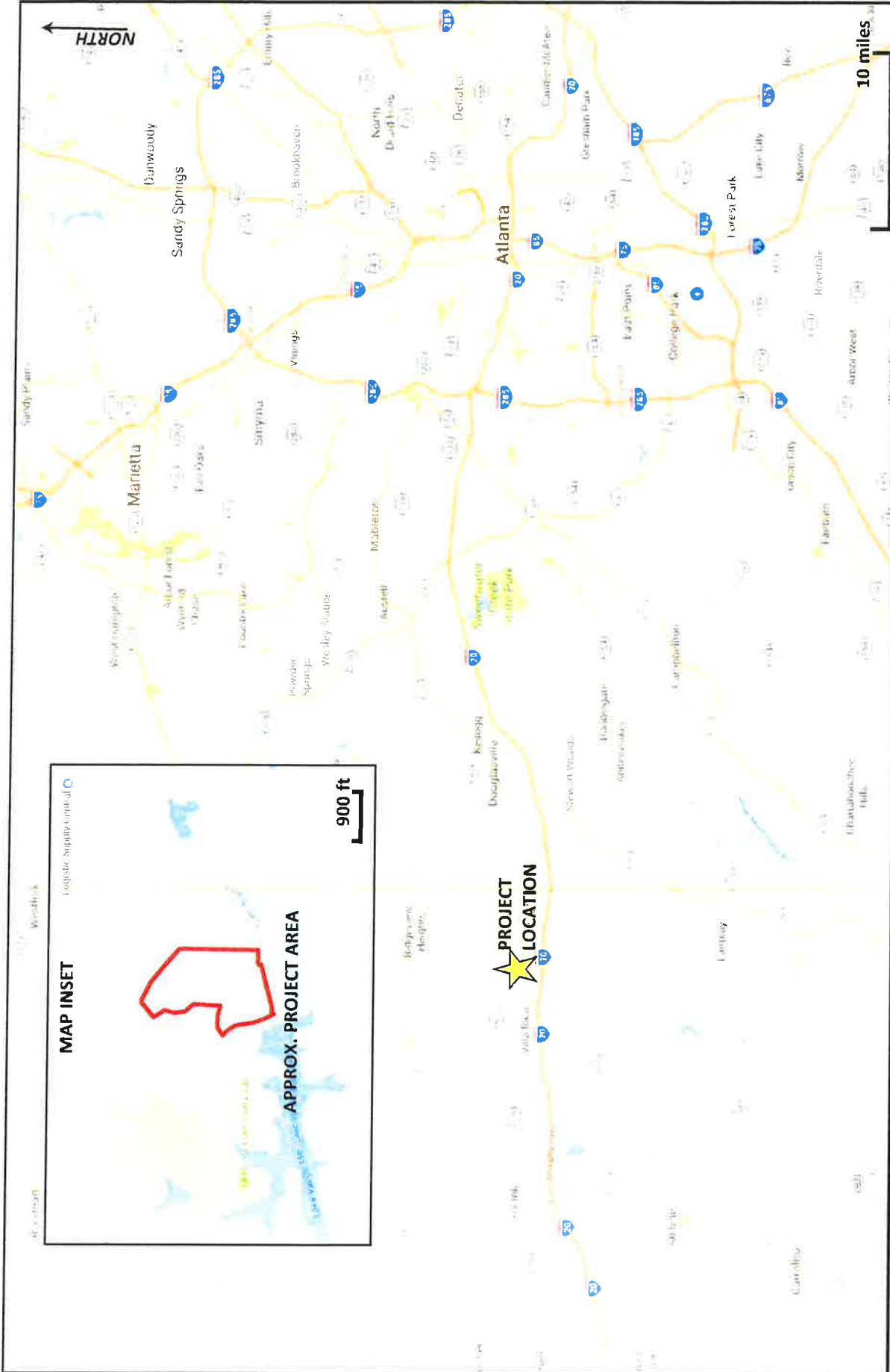
There is a stream located along the southern boundary of the property (Perennial Stream 2). The wetland seep is located near the southwestern part of the property before the stream goes under Mirror Lake Parkway road and connects to Lake Val-Do-Mar. An ephemeral reach flows south into Perennial Stream 2.

Development in the southern portion of the property around Perennial Stream 2 may be protected by restrictive covenants because that portion of the property may be part of a wetland mitigation.

As part of this site review, we have prepared the accompanying mapping and illustrations: a location map; aerial photograph; USGS quad map; USDA NRCS soils map; USFWS wetlands map; FEMA floodplains map; sketch of notable features; approximate photo locations.

CLOSING

Our field reconnaissance of wetlands and streams is based on our over 25 years of experience, but please note that the USACE and the GA EPD have ultimate discretionary authority in the determination of their jurisdiction. If you would like for us to pursue official jurisdictional determination with the USACE and GA EPD, please let us know.



VICINITY MAP
PREPARED FOR:
Mr. Sean Shea
DR HORTON, INC

EXHIBIT 1
PREPARED 04/05/2017 BY:
NELSON ENVIRONMENTAL, INC.
www.NelsonEnvironmental.us PH:404/862-1665

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS
SOUTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA



Google Earth
Imagery Date: 10/19/2015

EXHIBIT 2

PREPARED 04/05/2017 BY:

NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665

AERIAL PHOTO

PREPARED FOR:

Mr. Sean Shea

DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS

SOUTHWOODS AT MIRROR LAKE

DOUGLAS COUNTY, GEORGIA



NORTH

Perennial Stream 1

Wetland

APPROX. PROJECT AREA

perennial Stream 2

Ephemeral Reach

Wetland

Wetland

1000 ft

Imagery Date: 10/19/2015

EXHIBIT 3

PREPARED 04/05/2017 BY:

NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665

AERIAL PHOTO W/ SKETCH

PREPARED FOR:

Mr. Sean Shea

DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS

SOUTHWOODS AT MIRROR LAKE

DOUGLAS COUNTY, GEORGIA



USGS QUAD MAP
PREPARED FOR:
Mr. Sean Shea
DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS
SOUTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA

EXHIBIT 4
PREPARED 04/05/2017 BY:
NELSON ENVIRONMENTAL, INC.
www.NelsonEnvironmental.us PH:404/862-1665



Google Earth
Imagery Date: 10/19/2015

According to the FWS NWI, there are mapped streams located within the project area.

EXHIBIT 6
PREPARED 04/05/2017 BY:
NELSON ENVIRONMENTAL, INC.
www.NelsonEnvironmental.us PH:404/862-1665

USFWS NWI WETLANDS MAP
PREPARED FOR:
Mr. Sean Shea
DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS
SOUTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA



FEMA FLOODPLAINS MAP

PREPARED FOR:

Mr. Sean Shea

DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS

SOUTHWOODS AT MIRROR LAKE

DOUGLAS COUNTY, GEORGIA

SPECIAL FLOOD HAZARD AREAS

1% Annual Chance Flood Hazard
Zone A, AE, AH, AO, AR, X, CE

Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

0.2% Annual Chance Flood Hazard
Zone X

Imagery Date: 10/19/2015

EXHIBIT 7

PREPARED 04/05/2017 BY:

NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



Imagery Date: 10/19/2015

EXHIBIT 8
PREPARED 04/05/2017 BY:
NELSON ENVIRONMENTAL, INC.
www.NelsonEnvironmental.us PH:404/862-1665

PHOTO LOCATIONS
PREPARED FOR:
Mr. Sean Shea
DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS
SOUTHWOODS AT MIRROR LAKE
DOUGLAS COUNTY, GEORGIA



Photo 1: Wetland Seep facing south

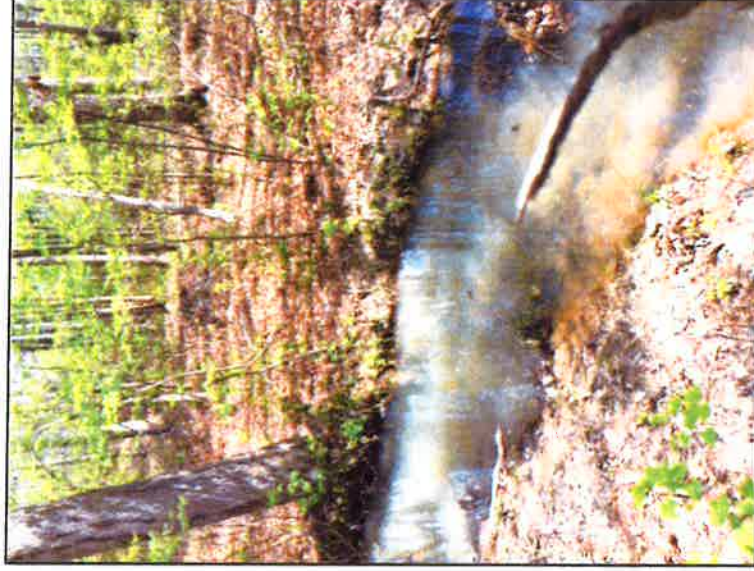


Photo 2: Perennial Stream 1 with Wetland Seeps

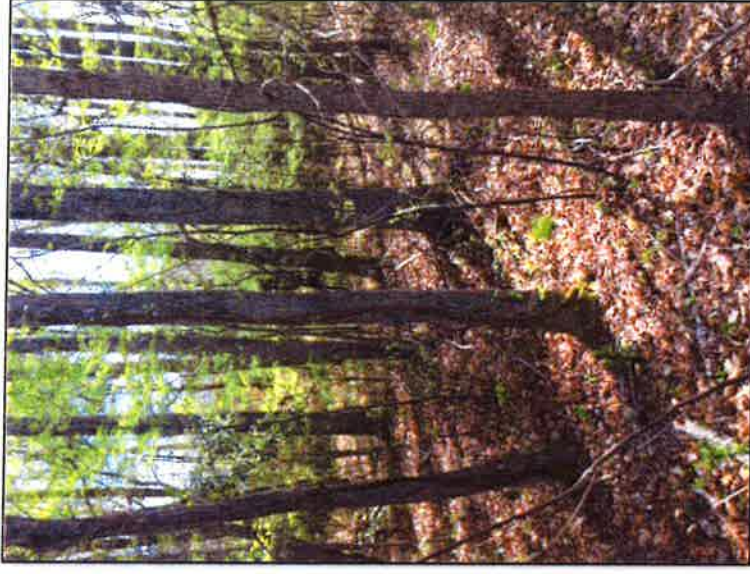


Photo 3: Wetland Seep facing south

SITE PHOTOS

PREPARED FOR:

Mr. Sean Shea

DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS

SOUTHWOODS AT MIRROR LAKE

DOUGLAS COUNTY, GEORGIA

PREPARED 04/05/2017 BY:

NEILSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



Photo 4: Perennial Stream 1 Culvert under Creekhead Road



Photo 5: Wetland Seep facing east



Photo 6: Wetland Seep facing west

SITE PHOTOS

PREPARED FOR:

Mr. Sean Shea

DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS

SOUTHWOODS AT MIRROR LAKE

DOUGLAS COUNTY, GEORGIA

PREPARED 04/05/2017 BY:

NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



Photo 7: Wetland Seep facing west



Photo 8: Ephemeral Reach facing north



Photo 9: Perennial Stream 2 facing east

SITE PHOTOS

PREPARED FOR:

Mr. Sean Shea

DR HORTON, INC

FIELD RECONNAISSANCE FOR WETLAND AND STREAMS

SOUTHWOODS AT MIRROR LAKE

DOUGLAS COUNTY, GEORGIA

PREPARED 04/05/2017 BY:

NELSON ENVIRONMENTAL, INC.

www.NelsonEnvironmental.us PH:404/862-1665



ABL-06-17

CITY OF VILLA RICA

City Council Packet

SUBJECT: Limited pouring license restaurant for Luther's Bistro

CITY COUNCIL AGENDA DATE: 10/3/17

DATE: 9/22/17

PREPARED BY:

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE:

PURPOSE: To allow applicant to pour wine and malt beverages at Luther's Bistro, 901 S. Carroll Rd., Suite 101, Villa Rica, Georgia.

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

IMPACT: None



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 W. 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 the named licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100	Pouring Restaurant - All	\$100	Pouring Supper Club	\$500
Package Wine	\$100	<u>Pouring Beer & Wine</u>	<u>\$100</u>	Supper Club Wine & Beer	\$500
Wine Tasting	\$100	Wholesale Dealer	\$500	Alcohol Catering	\$100
Growler	\$100	Wine & Craft Beer Boutique	\$100	Special Event	\$100

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

- ☐ Retail Package Malt Beverages & Wine - \$300
- ☐ Retail Package Malt Beverage - \$200
- ☐ Pouring License Restaurant - \$3,500
- ☐ Pouring License Supper Club - \$5,000
- ☐ Pouring License Private Club - \$3,500
- ☐ Growler License (in conjunction with Retail Package Malt Beverage License) - \$200
- ☒ Retail Package Wine - \$100
- ☐ Limited Pouring License Restaurant - \$500
- ☐ Limited Pouring License Supper Club - \$3,000
- ☐ Limited Pouring License Private Club - \$500
- ☐ Alcohol Catering (in conjunction with Limited Pouring License - Restaurant) - \$500
- ☐ Wine Tasting (in conjunction with Retail Package Wine License) - \$100
- ☐ Wine & Craft Beer Boutique - \$500

TYPE OF OUTLET

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

PART I

I. Type of Ownership

- ☒ Individual ☐ Partnership ☐ Corporation

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

Adam Anderson 345 Lakeview Dr. Temple, GA 30179
Full Name Address

(B) If corporation/partnership, give corporate/partnership name: _____

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 of the named licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a named licensee:

Adam Anderson 345 Lakeview Dr. Temple, GA 30179
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: Luther's Ltd.

4. Address of business for which application is made: 901 S. Carroll Rd Suite C

Phone Number: 404-661-0727 678-531-9682
Business Home

Mailing Address: P.O. Box 92 Temple, GA 30179

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

*** 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 received a copy of the City of Villa Rica Alcoholic 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 of 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) A copy of the deed to the premises to be licensed, if owned by applicant. ☐
- (b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☐
- (c) In the case of a partnership, a copy of the partnership agreement. ☐
- (d) In the case of a corporation, a copy of the articles of incorporation. ☐
- (e) 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 noncompliance 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 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

- NA 6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☐ Yes ☐ No

- NA 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

No pouring license application will receive final approval until the necessary permits are secured.

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) Been 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 dates 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

If yes, describe in detail and give dates:

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.

Edgar WORTHY - Villa Rica - 20yrs

Dana Worthen - Villa Rica - 20yrs
Fred Bayles - Douglasville - 10yrs

14. Is the named licensee a citizen of the U.S.? ☒ Yes ☐ No

DeKalb County, Georgia

Place of Birth

12-17-1975

Date of Birth

*** PART III ***

VERIFICATION

State of Georgia, Carroll County

I, Adam Anderson, 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 Adam Anderson 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 30th day of August 2017


Notary Public

Notary Public, Richmond County, Georgia
My Commission Expires Sept. 10, 2017
My Commission Expires: _____

(Seal)

CITY OF VILLA RICA

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

I (we) Adam Anderson
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:

901 S. CARROLL ROAD Suite C
Street Address

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

[Signature]
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Adam Anderson 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 18th day of September 2017.

[Signature]
Notary Public



AFFP

9-77433 Adam Anderson has file

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

9-77433

Adam Anderson has filed an application to sell alcoholic beverages on the premises of 901 S. Carroll Rd., Suite C, Villa Rica, GA 30180, as a Restaurant. A public hearing on the application will be held on Tuesday the 3rd day of October, 2017 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 678-785-1022.

Marvin Enderle, being duly sworn, says:

That he is the publisher of the Times-Georgian, a daily 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:

September 14, 2017

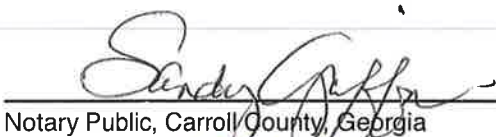
Publisher's Fee: \$ 20.00

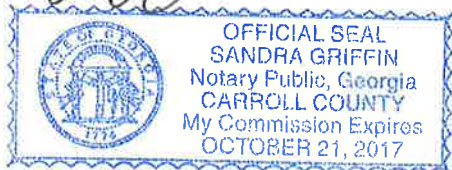
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 14th day of September 2017.


Notary Public, Carroll County, Georgia



40081326 40277433

TONYA ANDERSON
901 S. Carroll Rd. Ste C
Villa Rica, GA 30180



CITY OF VILLA RICA

City Council Packet

SUBJECT: Purchase of Vehicles for Police Detectives

CITY COUNCIL AGENDA DATE: 10-03-2017

DATE: 09-18-2017

PREPARED BY: Captain Keith Shaddix

FISCAL IMPACT:

ANNUAL – \$29,750

CAPITAL –

OTHER –

FUNDING SOURCE: Moving funds from 100-2650-521300 and 100-3210-521300 to account 350-3210-542200

PURPOSE: Purchase of vehicles for Police Department Detectives

BACKGROUND: I am requesting the \$16,000 from account 100-2650-521300 and \$14,250 from 100-3210-521300 be moved to account 350-321-542200 and reallocated to purchase two vehicles from Don-Rich Ford. This money was initially approved to be used for technology but was not needed this fiscal year. This purchase would enable the police department to replace two 2010 Ford Fusions with high mileage in order to keep our fleet up to date.

The vehicles that I am requesting to purchase are a 2016 Ford Fusion SE with 26,824 miles and a 2014 Ford Escape SE with 31,514 miles. Both vehicles are certified pre-owned and come with a 12 month/12,000 mile warranty as well as a 100,000 mile powertrain warranty. The purchase of the Escape would enable detectives more capability to transport property and evidence that cannot be transported in a regular sedan.

The Fusion price is \$14,750 and the Escape is \$15,000. The total for the package is \$29,750.

The City has purchased used vehicles with low mileage in the past for detectives and the program has been a success. This program allows the city to save money on the cost of a new vehicle while still getting a vehicle with a warranty that can be used for several years. By purchasing vehicles with four cylinder engines it also saves the city money on fuel.

STAFF RECOMMENDATION: To purchase the vehicles with 2017 funds since 2018 funds will be limited.

IMPACT: Use 2017 funds to make the necessary vehicle purchases.



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Nugget Drop Fireworks Display Contractor Recommendation
CITY COUNCIL AGENDA DATE: October 3, 2017

DATE: September 21, 2017
PREPARED BY: Vicki D. Coleman, AICP

FISCAL IMPACT:
ANNUAL – \$4,000
CAPITAL –
OTHER –

FUNDING SOURCE: 2017 Parks and Recreation Budget

PURPOSE: The Department of Parks, Recreation, and Leisure Services is presenting its contractor for the City's New Year's fireworks display to Mayor and City Council for consideration.

BACKGROUND: The city hosts the Nugget Drop, its annual fireworks display, to celebrate the incoming New Year. The Department made an Invitation to Bid available for its fireworks display contractor. The City accepted bids through Monday, September 18th at 12:00 p.m. Two bids were received and both were for \$4,000. The two respondents were East Coast Pyrotechnics, Inc and J&M Displays.

The evaluation of the respondent's bid calculations is attached, along with a service agreement.

STAFF RECOMMENDATION: Approval of J&M Displays

IMPACT: Hiring a qualified and experienced contractor is essential to successful and safe display.

GOLD NUGGET DROP FIREWORKS SHOW

DECEMBER 31, 2017

BID COMPARISON SHEET
BUDGET: \$4,000.00

COMPANY NAME	OPENING BARRAGE			BODY OF PROGRAM				TOTAL AERIAL SHELLS IN BODY	FINALE PROGRAM				TOTAL AERIAL SHELLS IN BODY	TOTAL ½"- 2" SHELLS IN THE SHOW	SHOW TIME (Min)	SHOW FIRED	INSUR LIAB LIMIT
	SHELL SIZE ½" 1" 1½"																
	½"	1"	1½"	½"	1"	1½"	2"		AERIAL SHELL SIZE ½" 1" 1½" 2"								
J&M Displays	0	0	349	0	0	1600	198	1798	0	0	797	66	863	3010	7-8	Electronic fired	\$10 million
East Coast Pyrotechnics	210	0	0	600	300	70	0	970	0	400	100	0	500	1680	5-6	Electronic fired	\$5 million
Notes:	East Cost Pyrotechnics, Inc included 49 – ¾" aerial shells in body, and 320 – ¾" aerial shells in the finale. A total of 369 ¾" aerial shells. The ¾" aerial shells were not within the RFQ shell size																

V. Coleman
Director of PRLSD

9/22/17
Date

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of October, 2017, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as Seller, and City of Villa, hereinafter referred to as Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 4,000.⁰⁰ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of DECEMBER 31, 2017 at approximately 11:59 pm, ^{midnight} weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

X Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

X the sum of \$ 2000.⁰⁰ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2 %) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$ _____ in full by _____ (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

**** Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.**

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. **Insurance. (Check one of the below options):**

☒ Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

____ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. **Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

J & M Displays, Inc.
SELLER

BY: _____

BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.



SHOW OVERVIEW

Your dynamic display will include the following elements of excitement:

OPENING: Celebrate your event with colorful brilliance and chest-pounding thunderous salutes. A modest teaser for what's about to come. May I have your attention...the show has just begun! The modest opener will contain a barrage of assorted colors and effects of shells and multi-shot aerial devices launched from several different positions.

- 1.5" – V Shaped Candle Bundle – 300 Shots
- Variety Color with Report Finale – 49 Shots

TOTAL SHOTS - 349

BODY OF PROGRAM: "Oohs and Ahhhs" will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular with 7 minutes full of various colors, sounds and effects. It will contain an assortment of J&M brand shells; the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise and unique effects. Not your standard show full of same color peonies and chrysanthemums.

- 1.5" – 2 V Shaped Candle Bundles – 600 Shots
- 2 Mixed Effect Cake – 200 Shots
- 2 Alternating Red White and Blue Tails – 200 Shots
- 2 Color Tails to Breaks – 200 Shots
- 2 Mixed Color Bees – 200 Shots
- 2 Pink Comets Z – 200 Shots

- 2" – 3 Red Green Purple Blue Lemon Dahlia with Silver – 198 Shots

TOTAL SHOTS – 1,798

GRAND FINALE: ...and it will be GRAND! The Pièce de résistance. J&M Displays understands that people will most likely remember the finale more than anything else during the show. We will design a finale that your crowd will talk about for months! J&M is known in the industry for shooting some of the most spectacular Grand Finales. Just wait... We think you will agree!

- 1.5" – V Shaped Candle Bundles – 300 Shots
- 3 Variety Color with Report Finale – 147 Shots
- 8 Quick Report with Color and Red Tail – 200 Shots
- 2 Silver Tail to Silver Time Rain – 50 Shots
- Quick Silver Whistles to Thunder I Shape – 100 Shots

- 2"- Red Green Purple Blue Lemon Dahlia with Silver – 66 Shots

TOTAL SHOTS – 863

* We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.*



CITY OF VILLA RICA

City Council Packet

SUBJECT: Emergency Purchases over \$10,000.00

CITY COUNCIL AGENDA DATE: September 28, 2017

DATE: 9/22/17

PREPARED BY: Charles Davis

FISCAL IMPACT:

ANNUAL –

CAPITAL –

OTHER – Emergency lift station pumps / budgeted items

FUNDING SOURCE: 505-4330-522220

Item 1:

\$12,579.00 PO# 20869 issued to Goforth Williamson, Inc. – Emergency Repair - Replace pump at Ashbury Lift Station.

Item 2:

\$11,143.00 PO# 21149 issued to: Monumental Equipment Inc. – Emergency Repair – Replace pump at Bivin's Road Lift Station.

PURPOSE: Replace 2 failed lift station pumps to avoid spills and loss of customer service.

BACKGROUND: Pumps failed and had to be replaced as quickly as possible to prevent any spills or loss of service. Both were approximately 15 years old, and were not feasible to repair.

STAFF RECOMMENDATION: Both pumps have been replaced as emergency repairs to avoid loss of service to customers.

IMPACT: Both pumps were paid for in the budgeted Maintenance / Repair line item, Line item account number is shown above. Funds were available and budgeted. This was just a matter of being over the \$10,000.00 threshold and requires Council approval.

