

CITY COUNCIL
GIL MCDOUGAL, MAYOR
DANNY CARTER, MAYOR PRO-TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

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

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
August 25, 2020 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Adoption of the Agenda (Mayor Gil McDougal)

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. Governing Body (Mayor Gil McDougal)

1. Adoption of 2020 Millage Rate (Sarah Andrews, CFO)

B. City Manager (Tom Barber)

1. Amendment to Smoke Free Air Ordinance (Tom Barber, City Manager)
2. Agreement with Morris/Shackelford Investments and Couey Morgan Investments (Tom Barber, City Manager)
3. Development Agreement with David Schoerner and DMS Columbia Drive, LLC (Tom Barber, City Manager)

C. Adjournment

AMENDMENT TO THE CITY OF VILLA RICA
SMOKE FREE AIR ORDINANCE OF 2012

BE IT HEREBY ORDAINED by the Mayor and Council of the City of Villa Rica as follows:

1. The City of Villa Rica Smoke Free Air Ordinance of 2012 as embodied in Sections 16-68 through 16-85 shall be repealed and replaced in its entirety by the City of Villa Rica Smoke Free Air Ordinance as set forth herein:

Sec. 16-68. - Title.

This article shall be known as the "City of Villa Rica Smoke-Free Air Ordinance."

Sec. 16-69. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.

E-cigarette means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, that provides a vapor of nicotine and/or other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, or e-pipe, or under any other product name or descriptor.

Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his services for a nonprofit entity.

Employer means a person, business, partnership, association, corporation, including a municipal corporation, trust, or nonprofit entity that employs the services of one or more individual persons.

Enclosed area means all space between a floor and ceiling that is bounded on all sides by walls, doorways or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

Health care facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

Outdoor common area means outdoor areas of apartment buildings, condominiums, retirement facilities, nursing homes, and other multiple-unit residential facilities.

Outdoor service area means an unenclosed area of a restaurant or bar where food or beverage is served.

Place of employment means an area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting

rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

Playground means the area of any park or recreational area designed to be used by children that has play or sports equipment installed, or any similar facility located on private school grounds or on city grounds.

Private club means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 USC 501.

Public place means an enclosed area to which the city has jurisdiction and the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a public place unless it is used as a child care, adult day care, or health care facility.

Reasonable distance means a minimum of ten feet or a distance that is sufficient to ensure indoor areas remain smoke-free by preventing smoke from infiltrating enclosed public places via any entrance, exit, window, vent, or air intake system of a building where smoking is prohibited, and to protect persons entering or exiting enclosed areas from involuntarily inhaling second-hand smoke.

Restaurant means an eating establishment, including, but not limited to, coffee shops, cafeterias, sandwich stands, and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

Service line means an indoor or outdoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including, but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.

Shopping mall means an enclosed public walkway or hall area that serves to connect retail or professional establishments.

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco product intended for inhalation, in any manner or in any form. The term "smoking" also includes the use of an e-cigarette that creates a vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this article.

Sports arena means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events within the city's jurisdiction.

Sec. 16-70. - Application of article to city-owned or city-leased facilities.

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the city, shall be subject to the provisions of this article.

Sec. 16-71. - Prohibition of smoking in enclosed public places.

Smoking shall be prohibited in all enclosed public places within the city, including, but not limited to, the following places:

- (1) Aquariums, galleries, libraries, and museums.
- (2) Areas available to and customarily used by the general public in businesses and nonprofit entities patronized by the public, including, but not limited to, banks, laundromats, professional offices, and retail service establishments.
- (3) Bingo facilities.
- (4) Child care and adult day care facilities.
- (5) Convention facilities.
- (6) Educational facilities, both public and private.
- (7) Elevators.
- (8) Gaming facilities.
- (9) Health care facilities.
- (10) Hotels and motels.
- (11) Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- (12) Polling places.
- (13) Public transportation vehicles, including buses and taxicabs, under the authority of the city, and ticket, boarding, and waiting areas of public transportation facilities, including bus, train, trolley and airport facilities.
- (14) Restaurants.
- (15) Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- (16) Retail stores.
- (17) Rooms, chambers, places of meeting or public assembly, under the control of an agency, board, commission, committee or council of the city or a political subdivision of the state, to the extent the place is subject to the jurisdiction of the city.
- (18) Service lines.
- (19) Shopping malls.
- (20) Sports arenas, including enclosed places in outdoor arenas.
- (21) Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.

Sec. 16-72. - Prohibition of smoking in places of employment.

- (a) Smoking shall be prohibited in all enclosed areas within places of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.
- (b) This prohibition on smoking shall be communicated to all existing employees by the effective date of the ordinance from which this article is derived and to all prospective employees upon their application for employment.

Sec. 16-73. - Prohibition of smoking in enclosed residential facilities.

Smoking shall be prohibited in the following enclosed residential facilities:

- (1) All private and semiprivate rooms in nursing homes.
- (2) At least 80 percent of hotel and motel rooms that are rented to guests.

Sec. 16-74. - Prohibition of smoking in outdoor areas.

Smoking shall be prohibited in the following outdoor places:

- (1) Within ten feet or a reasonable distance outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas when the area is open for business or occupied by one or more persons. If the location of an entrance, exit, window, vent, or air intake system of a building where smoking is prohibited or if the location of a barrier, such as a wall, property line, parking lot, or street makes the reasonable distance requirement impossible to meet, then the building owner, agent, operator, person in charge or proprietor of a public place shall determine the maximum distance between the outdoor smoking area and the entrance exit, window, or air intake system of a building where smoking is prohibited.
- (2) In, and within ten feet or a reasonable distance of, outdoor seating or serving areas of restaurants.
- (3) In all outdoor arenas, stadiums, and amphitheaters. Smoking shall also be prohibited in, and within ten feet or a reasonable distance of, bleachers and grandstands for use by spectators at sporting and other public events.
- (4) In, and within ten feet or a reasonable distance of, all outdoor public transportation stations, platforms, and shelters under the authority of the city.
- (5) In, and within ten feet of, all outdoor service lines.
- (6) In, and within ten feet or a reasonable distance of, outdoor playgrounds.

Sec. 16-75. - Where smoking not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of sections 16-71 and 16-74:

- (1) Private residences, except when used as a child care, adult day care, or health care facility, and except as provided in section 16-73.
- (2) Not more than 20 percent of hotel and motel rooms rented to guests and designated as smoking rooms.
- (3) Outdoor areas of places of employment except those covered by the provisions of section 16-74.
- (4) Areas within the city in which the mayor and aldermen do not have jurisdiction including, but not limited to, property belonging to the Carroll County or Douglas County Board of Education, Carroll or Douglas County Board of Commissioners, other jurisdictions, the state and the federal government.

Sec. 16-76. - Exemptions.

(a) Notwithstanding any other provision of this article, the following areas shall be exempt from the provisions of Section 16-71 through 16-74:

- (1) All bars and restaurants to which access is denied to any person under the age of 21 and that do not employ any individual under the age of 21;
- (2) Private clubs, military officer clubs, and noncommissioned officer clubs who restrict access and employment to persons over 21 years of age.

(b) In order to qualify for exempt status under subsection (a) of this Code section, any area described in subsection (a) of this Code section shall post conspicuously at every entrance a sign indicating that smoking is permitted and that entrance is limited to patrons over 21 years of age or to members or invitees of private clubs over 21 years of age.

Sec. 16-77. - Declaration of establishment as nonsmoking.

Notwithstanding any other provision of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of section 16-78(a) is posted.

Sec. 16-78. - Posting of signs.

- (a) Every public place and place of employment where smoking is prohibited by this article shall take reasonable steps to notify all persons that smoking is prohibited.
- (b) It shall be prima facie proof that a public place or place of employment has taken reasonable steps to comply with section (a) if it has posted a minimum of one "No Smoking" sign or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) in a clear and conspicuous location.
- (c) All ashtrays shall be removed from any area where smoking is prohibited by this article by the owner, operator, manager, or other person having control of the area.

Sec. 16-79. - Non-retaliation; non-waiver of rights.

- (a) No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this article or reports or attempts to prosecute a violation of this article. Notwithstanding section 16-82, violation of this section shall be an offense, punishable by a fine not to exceed \$1,000.00 for each violation.
- (b) An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

Sec. 16-80. - Enforcement.

- (a) This article shall be enforced by the city manager or an authorized designee.
- (b) Notice of the provisions of this article shall be given to all applicants for a business license in the city.

- (c) Any citizen who desires to register a complaint under this article may initiate enforcement with the city manager.
- (d) The health department, fire department, or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this article.
- (e) An owner, manager, operator, or employee of an establishment regulated by this article shall direct a person who is smoking in violation of this article to extinguish the product being smoked. If the person does not stop smoking, the owner, manager, operator or employee shall refuse service and shall immediately ask the person to leave the premises. If the person in violation refuses to leave the premises, the owner, manager, operator, or employee shall contact a law enforcement agency. Any business that complies with the notification requirements of this article shall not be cited for violation.
- (f) Notwithstanding any other provision of this article, an employee or private citizen may bring legal action to enforce this article.
- (g) In addition to the remedies provided by the provisions of this section, the city manager or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this article may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

Sec. 16-81. - Violations and penalties.

- (a) A person who smokes in an area where smoking is prohibited by the provisions of this article shall be guilty of a city ordinance violation, punishable by a fine and court fees not to exceed \$100.00 for a first offense. Subsequent offenses are punishable by any penalty provided by this Code of Ordinances.
- (b) Except as otherwise provided in section 16-80(a), a person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this article shall be guilty of a city ordinance violation punishable by:
 - (1) A fine not exceeding \$100.00 for a first violation.
 - (2) A fine not exceeding \$200.00 for a second violation within one year.
 - (3) A fine not exceeding \$500.00 for each additional violation within one year.
- (c) In addition to the fines established by this section, violation of this article by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.
- (d) Violation of this article is hereby declared to be a public nuisance, which may be abated by the city manager by restraining order, preliminary and permanent injunction, or other means provided for by law, and the city may take action to recover the costs of the nuisance abatement.
- (e) Each day on which a violation of this article occurs shall be considered a separate and distinct violation.

Sec. 16-82. - Public education.

The city manager shall engage in a continuing program to explain and clarify the purposes and requirements of this article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this article.

Sec. 16-83. - Other applicable laws.

This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Sec. 16-84. - Liberal construction.

This article shall be liberally construed so as to further its purposes.

IT IS HEREBY ORDAINED on this the ____ day of August, 2020.

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Agreement with Morris/Shackelford Investments and Couey Morgan Investments

AGENDA DATE: August 25, 2020
PREPARED BY: Tom Barber

DATE PREPARED: August 21, 2020

AMOUNT: n/a
FUNDING SOURCE: n/a

GL ACCOUNT #: n/a
BUDGETED ITEM? n/a

PURPOSE: To approve an agreement related to the zoning designation of several vacant parcels on the south end of town.

BACKGROUND: Morris/Shackelford Investments, LLC owns parcel V08 00100002 and Couey Morgan Investments, Inc. owns parcels V08 0010001 and V08 0010003. Their properties were zoned General Commercial and had been tentatively assigned a new classification of AG in the proposed land use map. The City has agreed to assign a C-2 zoning to the three properties in exchange for an opportunity to approve any future site plan prior to the owner's submission of an application for a land disturbance permit.

STAFF RECOMMENDATION: Staff recommends the approval of the stipulated terms of the zoning designation agreement.

IMPACT: This agreement will enable the City to move forward with the new zoning ordinance and land use map and avoid litigation over the zoning classification.

MOTION: I move that we authorize the Mayor to execute the attached agreement between the City of Villa Rica and land owners Morris/Shackelford Investments, LLC and Couey Morgan Investments, Inc.

STIPULATION

WHEREAS, The City of Villa Rica is currently considering the adoption of a new zoning ordinance and official zoning map, that includes, among other things, new zoning classifications; and,

WHEREAS, Morris / Shackelford Investments, LLC owns that parcel bearing tax parcel number V08 0010002, which currently bears the General Commercial zoning classification; and,

WHEREAS, Couey Morgan Investments, Inc. owns those parcels of land bearing tax parcel numbers V08 0010001 and V08 0010003, which currently bear the General Commercial zoning classification; and,

WHEREAS, on initial drafts of the new official zoning map, these properties have been assigned the potential zoning classification AG- Single Family Agricultural; and,

WHEREAS, Morris / Shackelford Investments, LLC and Couey Morgan Investments, Inc. have asserted the right to develop their properties in a manner consistent with the general commercial zoning classification;

THEREFORE, in order to avoid litigation and to best serve the interests of both the City of Villa Rica and the owners of these properties, it is hereby stipulated as follows:

On the new official zoning map for the City of Villa Rica, upon adoption, parcel numbers V08 0010001, V08 0010003 and V08 0010002 shall be assigned the zoning classification most similar to the general commercial zoning classification: C-2- Commercial Medium-Density; and,

Morris / Shackelford Investments, LLC and Couey Morgan Investments, Inc, for themselves and their heirs and assigns, stipulate that no land disturbance permit or building permit shall be applied for or issued for any commercial use on said parcels until such time as an appropriate site

plan consistent with the ordinances and regulations of the City of Villa Rica is presented and approved by the City Council in the normal course.

This _____ day of August, 2020,

City of Villa Rica, Georgia

Gil McDougal, Mayor

Alisa Doyal, City Clerk

Morris / Shackelford Investments, LLC

<i>James D Morris</i>	dotloop verified 08/05/20 12:37 PM EDT LO3H-AQNV-BNR0-UYCD
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_____, Member

Couey Morgan Investments, Inc.

<i>Larry Morgan</i>	dotloop verified 08/05/20 1:12 PM EDT KYB9-ZMAK-RBOL-EH7K
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_____, President



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Development Agreement with David Schoerner and DMS Columbia Drive, LLC

AGENDA DATE: August 25, 2020

DATE PREPARED: August 21, 2020

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a development agreement related to the zoning designation of two parcels of land located along Mirror Lake Blvd. across from the Shoreline Parkway traffic light.

BACKGROUND: David Schoerner and DMS Columbia Drive, LLC own parcels V05 0180085 and V05 0180062 in the City of Villa Rica. These properties were zoned GI-General Industrial and had been tentatively assigned a new classification of AG in the proposed land use map. The City has agreed to assign an I-2 zoning to the two properties in exchange for a 100-foot wide road easement.

STAFF RECOMMENDATION: Staff recommends the approval of the development agreement.

IMPACT: This agreement will enable the City to move forward with the new zoning ordinance and land use map and avoid litigation over the zoning classification.

MOTION: I move that we authorize the Mayor to execute the attached development agreement between the City of Villa Rica and land owners David Schoerner and DMS Columbia Drive, LLC.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT dated this ____ day of _____, 2020, is made by and between the City of Villa Rica, Georgia, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and City Council (hereinafter referred to as “Villa Rica”) and Mr. David Schoerner, an individual Georgia resident, and DMS Columbia Drive, LLC, a Georgia Limited Liability Corporation (collectively referred to as “Owners”).

WITNESSETH

WHEREAS, Owners are the owners of approximately fifty-six (56) acres of property located adjacent to Mirror Lake Boulevard, being designated as Tax Parcels V05 0180085 and V05 0180062, as more particularly described on Exhibit “A” attached hereto (the “Subject Property”); and

WHEREAS, the Subject Property is currently zoned GI-General Industrial under the current Villa Rica Zoning Ordinance; and

WHEREAS Villa Rica is currently considering the adoption of a new zoning ordinance and new zoning map for the City of Villa Rica (the “New Zoning”); and

WHEREAS Villa Rica has certain plans to construct an extension of Shoreline Drive through and across the Subject Property in the future to connect such road to downtown Villa Rica (the “Shoreline Drive Extension”); and

WHEREAS, Owners represent and warrant they own good and marketable fee simple title to the Subject Property and have authority to enter into this Agreement;

WHEREAS Villa Rica and Owners desire to memorialize certain agreements related to the potential development of the Subject Property and the construction of the Shoreline Drive extension; and

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

1. Donation of Land Associated with Industrial Development: Upon satisfaction of the following conditions precedent: (a) Villa Rica shall zone the Subject Property I-2 upon adoption of the New Zoning; and (b) the Owners, or their successors in interest, shall apply for and obtain any building permits to develop all or a portion of the Subject Property for industrial uses; Owners shall donate to Villa Rica, at no cost thereto, a one hundred-foot (100') wide corridor of property to be utilized for the Shoreline Drive Extension (the "Industrial Shoreline Corridor"). The Industrial Shoreline Corridor shall begin at the northeastern portion of the Subject Property at the existing intersection of Mirror Lake Boulevard and Shoreline Parkway and shall then generally traverse along a path parallel to the northern property line of the Subject Property. The Industrial Shoreline Corridor shall be designed to create a usable parcel at the northeastern corner of the Subject Property, and shall then adjust its course toward the northern boundary of the Subject Property, such that the majority of the Industrial Shoreline Corridor shall be located within not more than five feet (5') nor less than three feet (3') of the northern boundary of the Subject Property. The Industrial Shoreline Corridor shall extend through the western boundary of the Subject Property.
2. Donation Associated with Alternative Development: It is acknowledged by Owners and Villa Rica that the Subject Property may be developed for a use other than industrial purposes. Therefore, upon satisfaction of the following conditions precedent: (a) the Subject Property is rezoned by Villa Rica at the request of Owners; and (b) Owners, or their successors in interest, subsequently apply for and obtain any building permits for construction of improvements consistent with such rezoning; Owners shall dedicate and donate to Villa Rica a one hundred-foot (100') corridor for the Shoreline Drive Extension (the "Alternative Shoreline Corridor"). The Alternative Shoreline Corridor shall begin at the northeastern portion of the Subject Property at the existing intersection of Mirror Lake Boulevard and Shoreline Parkway. The remaining path of the Alternative Shoreline

Corridor shall be agreed upon by and between Villa Rica and Owners at the time of such building permit issuance. In the event that parties are unable to agree on the Alternative Shoreline Corridor location, Owners may elect to dedicate and donate the Industrial Shoreline Corridor at such time.

3. Donation Prior to Development: Upon satisfaction of the following conditions precedent:
(a) Villa Rica shall zone the Subject Property I-2 upon adoption of the New Zoning; and Villa Rica shall provide not less than ninety (90) days' notice to Owners affirming that Villa Rica has the necessary funding for, and intends to start construction of the Shoreline Drive Extension within one (1) year, Owners shall dedicate to Villa Rica a one hundred foot (100') corridor for the Shoreline Drive Extension (the "Pre-Development Shoreline Corridor"). The Pre-Development Shoreline Corridor shall begin at the northeastern portion of the Subject Property at the existing intersection of Mirror Lake Boulevard and Shoreline Parkway. The remaining path of the Pre-Development Shoreline Corridor shall be agreed upon by and between Villa Rica and Owners at the time of such request by Villa Rica. In the event that the parties are unable to agree on the Pre-Development Shoreline Corridor location, Owners may elect to dedicate and donate the Industrial Shoreline Corridor at such time.
4. Construction of the Shoreline Drive Extension: Nothing herein shall obligate Owners or its successors or assigns to construct the Shoreline Drive Extension across the Subject Property and within either the Industrial Shoreline Corridor or the Alternative Shoreline Corridor. It is anticipated that all costs of construction of such roadway shall be borne by Villa Rica.
5. Conveyance: Upon the completion of the conditions precedent referenced above, Owner agrees to execute and deliver a standard Georgia Limited Warranty Deed conveying good, insurable, and marketable title to the Industrial Shoreline Corridor or the Alternative Shoreline Corridor as appropriate to Villa Rica and its assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions thereon, except for any easements, restrictions, or other exceptions of record.

6. Vesting of Zoning at Time of Conveyance: It is acknowledged and agreed by Villa Rica and Owners that any conveyance of property associated with the Shoreline Drive Extension hereunder will be made in reliance upon the zoning of the Subject Property at the time of the conveyance thereof. Such conveyance will result in a substantial change of position by the Owners in reliance thereof, and will further constitute the conveyance of significant value to Villa Rica in reliance thereof. The act of conveyance hereunder shall further constitute an act of development consistent with the zoning at the time of such conveyance. Therefore, the parties acknowledge and agree that upon the conveyance of property associated with the Shoreline Drive Extension hereunder, Owners shall have a vested right to develop the remainder of the Subject Property in accordance with the zoning which exists at the time of conveyance.
7. Risk of Loss: All risk of loss or damage to the Shoreline Corridor will pass from the Owners to Villa Rica at the time of delivery of the Limited Warranty Deed as referenced above. If loss or damage occurs to the Shoreline Corridor prior to title transfer, Villa Rica may, without liability, refuse to accept the conveyance of title or, alternatively, may elect to accept the conveyance of title to property “as is.”
8. Notice and Acceptance of the Shoreline Corridor: The parties acknowledge and agree that Villa Rica may file a Memorandum of Agreement in the Carroll County Deed Records. The parties acknowledge and agree that prior to accepting the donation of the Shoreline Corridor, Villa Rica may hold a public hearing with respect to such donation and at which time they will formally accept such donation.
9. Tax Treatment of Donation: Villa Rica agrees to cooperate with Owners regarding any efforts by Owners to obtain beneficial tax treatment for the donation of the applicable Shoreline Corridor, including executing and delivering appropriate IRS tax forms, including, but not limited to, IRS Form 8283, at the time of such donation.

10. Binding Affect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
11. Governing Law: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.
12. Remedies: In the event of a default hereunder by either party, the non-defaulting party may exercise any remedy specifically granted herein or any other remedy now or hereafter existing in equity, at law, by virtue of statute, or otherwise.
13. Counterparts and Electronic Signatures: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be a fully executed original hereof, but all of which, when taken together, shall constitute but one and the same Agreement. Further, signatures scanned and transmitted electronically as well as electronic signatures executed in conformance with Georgia law shall be deemed original signatures for purposes of this Agreement and shall have the same legal affect as original signatures.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above (the "Effective Date") which shall be the date that this Agreement has been approved by the Villa Rica City Council.

Rebecca Langer
SIGNATURE OF WITNESS

Rebecca Langer
PRINTED NAME OF WITNESS

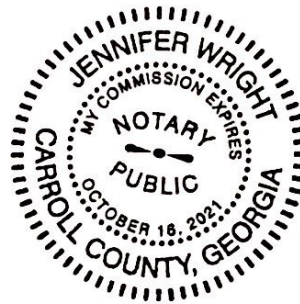
Sworn to and subscribed before me
this 14 day of August, 2020.

Jennifer Wright
Notary Public (Seal)

My commission expires: 10-16-21

OWNERS

David Schoerner
DAVID SCHOERNER



DMS COLUMBIA DRIVE, LLC

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

BY: DENE SCHOERNER

TITLE: Managing Member

Notary Public (Seal)

My commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above (the "Effective Date") which shall be the date that this Agreement has been approved by the Villa Rica City Council.

OWNERS

SIGNATURE OF WITNESS

DAVID SCHOERNER

PRINTED NAME OF WITNESS

Sworn to and subscribed before me
this _____ day of August, 2020.

Notary Public (Seal)

My commission expires: _____

DMS COLUMBIA DRIVE, LLC

Lekanjala Thompson

SIGNATURE OF WITNESS

Dene Schoerner

BY: **DENE SCHOERNER**

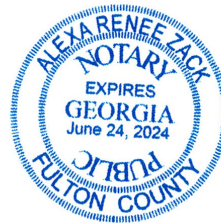
Lekanjala Thompson

PRINTED NAME OF WITNESS

TITLE: Managing Member

Alexa Renee Zack

Notary Public (Seal)
My commission expires: 06/24/2024



CITY OF VILLA RICA

SIGNATURE OF WITNESS

BY: GIL MCDOUGAL

PRINTED NAME OF WITNESS

TITLE: Mayor

Sworn to and subscribed before me
this _____ day of August, 2020.

Notary Public (Seal)

My commission expires: _____

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EXHIBIT "A"

PARCEL ONE:

ALL THAT TRACT OR PARCEL OF LAND containing 20.239 acres, lying and being in Land Lot 176 of the 2nd District, 5th Section, of Carroll County, Georgia. Said 20.24 acre tract being the northernmost part of a 94.784 acre tract as shown on a property survey plat prepared by Douglas C. Crawford, Registered Land Surveyor No. 1833, on 12/12/75. More particularly described as follows, to wit: BEGINNING at a point located at the northeasternmost corner of the 94.784 acre tract on the southwest right of way line of Pumpkintown Road and from said POINT OF BEGINNING running along the northernmost boundary of the 94.784 acre tract South 89 degrees 42 minutes 43 seconds West a distance of 1,780.60 feet to an iron pin corner; thence along the center of Town Branch for the following eight bearings and distances: South 30 degrees 58 minutes 18 seconds East 101.43 feet, South 33 degrees 28 minutes 49 seconds East 184.99 feet, South 51 degrees 46 minutes 27 seconds West 124.36 feet, South 19 degrees 48 minutes 19 seconds East 76.99 feet, South 45 degrees 21 minutes 19 seconds East 66.91 feet, South 68 degrees 53 minutes 19 seconds East 151.62 feet, North 80 degrees 56 minutes 46 seconds East 44.50 feet, and South 43 degrees 56 minutes 44 seconds East 89.33 feet; thence running along centerline of a creek and drainage swell South 72 degrees 20 minutes 15 seconds East 202.49 feet, North 78 degrees 41 minutes 24 seconds East 509.90 feet, North 82 degrees 18 minutes 14 seconds East 373.36 feet, North 69 degrees 16 minutes 19 seconds East 537.31 feet to a corner located on the southwest right of way line of Pumpkintown Road; thence along said southwest right of way line North 34 degrees 19 minutes 42 seconds West 100 feet, North 28 degrees 37 minutes 28 seconds West 161.23 feet, North 27 degrees 24 minutes 42 seconds West 62.77 feet to the POINT OF BEGINNING.

Subject to a 20 foot easement straddling an 8" outfall sewer line which runs parallel to the westernmost boundary of this 20.239 acre tract.

PARCEL TWO:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, with the small triangular tract being in Land Lot 175 of the 2nd District, Douglas County, Georgia, and being more particularly described as follows: To find the point of beginning, locate the intersection of the northerly right of way of Old Bankhead Highway (50 foot right of way) and the westerly right of way of Pumpkintown Road (80 foot right of way), said point of intersection being marked by an iron pin and running thence in a northerly direction along said westerly right of way of Pumpkintown Road a distance of 765.045 feet to an iron pin located at the point of intersection of said right of way with the centerline of a ditch; said iron pin further marking the northeasterly corner of property of McNeilus Truck & Manufacturing, Inc., which point is the Point of Beginning; from said Point of Beginning continuing in a northerly and northwesterly direction along said right of way 1,398.51 feet to an iron pin corner at the southeasterly corner of property heretofore conveyed to Allegheny Wire & Cable Co., Inc., by warranty deed dated September 29, 1977, recorded in Deed Book 365, page 424; thence along the southerly boundary of the property of Allegheny Wire & Cable Co., Inc., the following courses and distances: South 69 degrees 16 minutes 19 seconds West a distance of 537.31 feet; South 82 degrees 18 minutes 14 seconds West a distance of 373.36 feet; south 78

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degrees 41 minutes 24 seconds West a distance of 509.9 feet; North 72 degrees 20 minutes 15 seconds West a distance of 202.49 feet to the centerline of Town Branch at a point near an iron pin corner; thence in a southerly direction along the meanderings of said branch, traverse lines of which are as follows: South 06 degrees 47 minutes 33 seconds West 155.47 feet; South 52 degrees 08 minutes 21 seconds East 215.304 feet; North 88 degrees 12 minutes 00 seconds East 42.698 feet; South 41 degrees 21 minutes 51 seconds East 150.598 feet; South 47 degrees 59 minutes 50 seconds East 483.583 feet; and South 00 degrees 17 minutes 16 seconds West 63.24 feet to an iron pin corner marking the northwesterly corner of property conveyed to Agri-Business International, Inc. by deed recorded in Deed Book 413, page 816; thence along the northerly property line of Agri-Business International, Inc. the following courses and distances: North 69 degrees 05 minutes 08 seconds East 105.70 feet; thence North 83 degrees 51 minutes 36 seconds East 79.88 feet; thence North 82 degrees 50 minutes 43 seconds East 59.12 feet; thence North 68 degrees 40 minutes 15 seconds East 95.71 feet to an iron pin corner; thence along the easterly property line of Agri-Business International, Inc. South 20 degrees 45 minutes 12 seconds East 635.15 feet to an iron pin corner; thence South 43 degrees 36 minutes 05 seconds East 80 feet to an iron pin corner and northerly circumference of a cul-de-sac for an access road leading from Old Bankhead Highway; thence in a southwesterly, southerly and southeasterly direction along the westerly side of said cul-de-sac and access road to a point where said right of way intersects the northerly right of way of said Old Bankhead Highway; thence North 64 degrees 34 minutes 49 seconds East 40.05 feet to an iron pin corner; thence North 22 degrees 41 minutes 46 seconds West 45.50 feet, more or less, to the centerline of a railroad spur; thence continuing along said bearing 393.51 feet to an iron pin corner marking the northwesterly corner of property conveyed to G.M.T. International Corporation, by deed recorded in Deed Book 509, page 657, Carroll County Public Real Estate Records; thence along the northerly property line of said G.M.T. International, North 67 degrees 18 minutes 16 seconds East 353.73 feet to an iron pin corner; thence north 22 degrees 2 minutes 49 seconds West 287.56 feet to the northwesterly corner of property of Malt Industries, Inc.; thence North 67 degrees 11 minutes 11 seconds East 273.08 feet to an iron pin corner on the centerline of a ditch; thence in an easterly direction along the meanderings of the centerline of said ditch 591.34 feet to the Point of Beginning.

LESS AND EXCEPT ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 176 of the 2nd District of Carroll County, Georgia, and Land Lot 145 of the 2nd District of Douglas County, Georgia, all according to a survey for "McNeilus Truck & Mfg., Inc." dated 3-21-95, prepared by Crawford & Associates, Inc., certified by Douglas C. Crawford, Georgia Registered Land Surveyor No. 1833, which plat appears of record at Plat Book 53, page 4 of the Carroll County, Georgia, and Plat Book _____, page _____ of the Douglas County, Georgia Public Records, which plat and the record thereof are each by reference incorporated herein.

PARCEL THREE:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 190 of the 6th District of Carroll County, Georgia, and being that 22.98 acre tract shown and delineated as Tract 1 on that plat of survey for The Schoerner Corporation prepared by Crawford-Williams Assoc., Inc., certified by Douglas C. Crawford, Georgia Registered Land Surveyor No. 1833, said tract being more particularly described as follows: To locate the point of beginning, commence at that point where the easterly right of way of Georgia Highway 61 Extension

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intersects the northerly right of way of Industrial Court East (80 foot right of way); thence continuing along the northerly right of way of Industrial Court East North 88 degrees 42 minutes 20 seconds East a distance of 41.80 feet to the POINT OF BEGINNING; thence leaving said right of way North 01 degree 06 minutes 44 seconds East a distance of 267.30 feet to a point on the westerly right of way of Georgia Highway 61 Extension; thence along said westerly right of way North 09 degrees 56 minutes 06 seconds East a distance of 201.11 feet to a point; thence leaving said Georgia Highway 61 Extension right of way North 89 degrees 51 minutes 00 seconds East a distance of 1,458.97 feet to a point; thence South 00 degrees 06 minutes 31 seconds West a distance of 1,170.49 feet to a point located on the northerly rights of way of the Southern Railroad and Industrial Court East; thence along said rights of way North 85 degrees 12 minutes 55 seconds West a distance of 118.90 feet to a point; thence North 80 degrees 51 minutes 59 seconds West a distance of 205.49 feet to a point; thence North 76 degrees 31 minutes 00 seconds West a distance of 55.69 feet to a point; thence leaving the northerly right of way of the Southern Railroad but continuing along the northerly and easterly right of way of Industrial Court East North 59 degrees 16 minutes 31 seconds West a distance of 29.09 feet to a point; thence North 43 degrees 45 minutes 33 seconds West a distance of 61.06 feet to a point; thence North 29 degrees 13 minutes 21 seconds West a distance of 491.39 feet to a point; thence North 39 degrees 28 minutes 28 seconds West a distance of 20.27 feet to a point; thence leaving the northerly and easterly right of way of Industrial Court East North 62 degrees 16 minutes 23 seconds East a distance of 150.00 feet to a point; thence North 28 degrees 53 minutes 46 seconds West a distance of 387.94 feet to a point which is also the centerline of a creek as shown on the above-referenced survey; thence along the centerline of said creek South 67 degrees 50 minutes 44 seconds West a distance of 57.14 feet to a point; thence South 45 degrees 08 minutes 39 seconds West a distance of 63.73 feet to a point; thence South 37 degrees 26 minutes 57 seconds West a distance of 89.52 feet to a point; thence South 39 degrees 04 minutes 10 seconds West a distance of 59.13 feet to a point; thence South 77 degrees 29 minutes 03 seconds West a distance of 54.84 feet to a point; thence South 71 degrees 25 minutes 29 seconds West a distance of 69.13 feet to a point; thence South 47 degrees 09 minutes 18 seconds West a distance of 47.51 feet to a point located on the northerly right of way of Industrial Court East; thence along said northerly right of way South 87 degrees 31 minutes 32 seconds West a distance of 398.84 feet to a point; thence South 87 degrees 37 minutes 29 seconds West a distance of 4.22 feet to a point and the POINT OF BEGINNING.

LESS AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 190 of the 6th District of Carroll County, Georgia, being that certain 10.54 acres, more or less, as shown on that survey prepared for Ready Mix USA, Inc., dated September 17, 2002, by Crawford & Associates, recorded in Plat Book 79, Page 266, Carroll County Deed Records, which survey is hereby incorporated herein by reference.

LESS AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 190 of the 6th District, 5th Section of Carroll County, Georgia, and being within the corporate city limits of the City of Villa Rica, Georgia, containing 2.0 acres, and being in detail described as follows:

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To find the point of beginning, commence at the intersection of the easterly right of way of Georgia Highway 101 - Industrial Boulevard with the northerly right of way of Industrial Court East (80 foot right of way) and from said point of intersection run thence in an easterly direction along the northerly right of way of Industrial Court East a distance of 444.86 feet to an iron pin and the true point of beginning; running thence along the centerline of the meanderings of a creek the following courses and distances: north 47 degrees 09 minutes 18 seconds east 47.51 feet, north 71 degrees 25 minutes 29 seconds east 69.13 feet, north 77 degrees 29 minutes 03 seconds east 54.84 feet, north 39 degrees 04 minutes 10 seconds east 59.13 feet, north 37 degrees 26 minutes 57 seconds east 89.52 feet, north 45 degrees 08 minutes 39 seconds east 63.73 feet, and north 67 degrees 50 minutes 44 seconds east 57.14 feet to a point; running thence south 28 degrees 53 minutes 46 seconds east a distance of 20.0 feet to an iron pin; running thence south 28 degrees 53 minutes 46 seconds east a distance of 367.94 feet to an iron pin; running thence south 62 degrees 16 minutes 23 seconds west a distance of 150.00 feet to an iron pin on the northerly right of way of Industrial Court East; running thence in a westerly direction along the northerly right of way of Industrial Court East the following courses and distances: north 39 degrees 28 minutes 28 seconds west 23.00 feet, north 45 degrees 19 minutes 57 seconds west 74.49 feet, north 55 degrees 53 minutes 38 seconds west 81.09 feet, north 68 degrees 15 minutes 38 seconds west a distance of 77.05 feet, north 80 degrees 35 minutes 01 seconds west 82.67 feet, north 86 degrees 16 minutes 47 seconds west 63.51 feet, and south 87 degrees 31 minutes 32 seconds west 47.20 feet to an iron pin and the beginning point.

The above described property is the same property as shown and depicted on a certain survey entitled "Giglio Signs" prepared by Douglas C. Crawford, Georgia Registered Land Surveyor No. 1833, dated February 26, 1987, and recorded in Plat Book 31, page 20 in the Office of the Clerk of the Superior Court of Carroll County, Georgia, which plat and the record thereof are, by this reference, incorporated herein.

LESS AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 190 of the 6th District and 5th Section, in the City of Villa Rica, Carroll County, Georgia, containing 4.92 acres, more or less, and being the property shown and delineated on a plat entitled "Property Survey for Specialty Development Company, LLC," dated September 15, 2003, last revised November 13, 2003, prepared by Crawford & Associates C.H.F., Inc., certified by Douglas C. Crawford, Georgia Registered Land Surveyor No. 1833, a copy of which is recorded in Plat Book 82, Page 189, in the Office of the Clerk of Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein. Said property is more particularly described as follows: TO FIND THE POINT OF BEGINNING, COMMENCE at the land lot corner common to Land Lots 190, 191, 162 and 163 of said 6th District, and from said land lot corner, running north 00 degrees 22 minutes 08 seconds east 470.75 feet to an iron pin placed on the northerly right-of-way of Southern Railroad (100 foot right-of-way) and the POINT OF BEGINNING, and from said point of beginning, running along the northerly right-of-way of Southern Railroad the following courses and distances: north 85 degrees 12 minutes 56 seconds west 118.90 feet; north 80 degrees 51 minutes 59 seconds west 205.50 feet, and north 76 degrees 31 minutes 00 seconds west 58.04 feet to the northeasterly right-of-way of Industrial Court East (80 foot right-of-way); thence running along the northeasterly right-of-way of Industrial Court East the following courses and distances: north 47 degrees 11 minutes 31 seconds west 91.37

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feet; north 31 degrees 25 minutes 13 seconds west 66.67 feet; north 25 degrees 57 minutes 29 seconds west 101.02 feet and north 28 degrees 11 minutes 52 seconds west 70.13 feet to an iron pin found; thence leaving said right-of-way and running north 65 degrees 31 minutes 17 seconds east 613.18 feet to an iron pin placed; thence running south 00 degrees 06 minutes 31 seconds west 581.76 feet, more or less, but specifically to the point of beginning.

