



**City of Flowery Branch
City Council Meeting
Thursday, March 04, 2021, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542**



CALL PUBLIC HEARING TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

- Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes.

[Scanned complete rezoning application packet.pdf](#)

[Combined pdf.pdf](#)

[original layout & TSW suggestions.pdf](#)

[AIM Potential M1 Layout by Rochester.pdf](#)

[Staff Report .pdf](#)

PUBLIC COMMENTS: - Please limit to 2 minutes.

UNFINISHED BUSINESS - WORK SESSION:

- Consider a Conditional Use Permit (CUP) submitted by Jeremy Crosby, JPC design and Construction, LLC. to build and operate a car wash in the Highway Business District zoning district.

[Application January 7 CC.pdf](#)

[Resolution 200-027.pdf](#)

[Staff Report - VARIANCE.pdf](#)

[Staff report.pdf](#)

[Powerpoint for Car Wash CUP.pptx](#)

- Work session discussion for ordinance 623 a rezoning request submitted by Mr. Bret Clark.

[FB McEver Concept & Elevations Compressed.pdf](#)

[Combined Files Bret Clark.pdf](#)

[Staff Report Bret Clark McEver Mixed-Use.pdf](#)

[UPDATED site plan for Feb 4](#)

[Council Questions for Feb 4.pdf](#)

[Ordinance 20-623 Bret Clark McEver-Gainesville.docx](#)

- First Read for Ordinances 631, 632, 633, and 634 - variance requests for 6026 Lights Ferry Road, 6040, 6041, and 6043 Morrow Drive submitted by Mr. Chris Hill of Hillgrove Homes

[Variance Application.pdf](#)

[Variance Staff Report .pdf](#)

[Combined Ordinances.pdf](#)

- Heritage Homes Group, LLC Land Exchange

[New Chris Hill Land Swap Agreement.pdf](#)

[Original Chris Hill Land Swap Agreement.pdf](#)
[EX C Leases.docx](#)

NEW BUSINESS -WORK SESSION:

- Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes.

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DEPARTMENT REPORTS: -

- a. City Manager Report
- b. City Clerk Report
- c. Finance Director Report
- d. Planning Department Report
- e. Police Report
- f. Attorney Report
- g. Council Report

ADJOURNMENT WORK SESSION:**VOTING SESSION AGENDA****CALL VOTING SESSION TO ORDER:**

PUBLIC COMMENTS: - Please limit to two minutes.

CONSENT AGENDA:

- Consider February 4, 2021 Meeting Minutes
[February 4, 2021 Council Meeting Minutes.pdf](#)
- Mayor Mike Miller per diem
[Mayor Mike Miller per diem.pdf](#)

UNFINISHED BUSINESS - VOTING SESSION:

- First Read for Ordinances 631, 632, 633, and 634 - variance requests for 6026 Lights Ferry Road, 6040, 6041, and 6043 Morrow Drive submitted by Mr. Chris Hill of Hillgrove Homes
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[Variance Staff Report .pdf](#)
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[EX C Leases.docx](#)

NEW BUSINESS - VOTING SESSION:

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes.

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

Tracts were rezoned from R-2 (Residential) to M-1 (Light Industrial) with the intent to construct an industrial park in 2014. The industrial park was never constructed. Although a site plan was not include in the rezoning(s) of 2014, one was recently crafted for the City by Rochester and Associates, Inc. to show a potential layout for an industrial site (see attached - AIM Potential M1 Layout by Rochester). Please note this plan includes additional parcels of land that are not included in the Bill Stark rezoning request.

FACTS AND ISSUES:

In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land in order to connect the phases.

The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning, but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

March 4 Public Hearing & Work Session

April 1 - Work Session (If Needed)

April 15 - First Vote

May 6 - Work Session (If Needed)

May 20 - Second and Final Vote

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Scanned complete rezoning application packet.pdf](#)
- [Combined pdf.pdf](#)
- [original layout & TSW suggestions.pdf](#)
- [AIM Potential M1 Layout by Rochester.pdf](#)
- [Staff Report .pdf](#)



Development Planning & Engineering, Inc.

Letter of Intent
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Letter of Intent

City of Flowery Branch
Community Development
PO Box 757
Flowery Branch, Georgia 30542

Rich Atkinson
Director of Planning and Community Development

RE: Mulberry Street Tract (Parcel numbers 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Dear Mr. Atkinson:

Please let this letter serve as our letter of intent to accompany our Rezoning Application for the project located in the 5000 block of Mulberry Street in the City of Flowery Branch, Hall County, Georgia. The proposed use for the property is an approximately 117.9-acre tract that will be completed in two phases. We are proposing Phase 1, with an acreage of 48.15 and 55 single family detached houses along with 140 attached townhomes, yielding a density of 4.33 lots per acre. Phase 2 has a boundary acreage of 69.8 acres with 144 single family detached homes, yielding a density of 2.06 units per acre. We are requesting the subject property be rezoned from the existing M-1 zoning to R3 Residential Multi-Family district.

We request to have the following Development Standards for the proposed project. This illustrates Bill Stark Communities commitment to building a quality development for the City of Flowery Branch and surrounding neighbors.

Proposed Development Standards

Sidewalks	• Five feet in Width on Internal Streets
Proposed Buffer	• 40 Foot Natural Undisturbed Buffer adjacent to Residentially zoned properties as shown on the Zoning Exhibit

Landscape Strip	• 10-foot landscape strip along Mulberry Street with trees and shrubs every 50 linear feet
Driveways	• Driveway width minimum 16 feet
House Square Footage	• 1,600 Square Feet Minimum
Setbacks Minimum Lot & Square Footage	• Single Family Detached • Minimum 6,000 Square Feet Phase 1 • Minimum 6,875 Square Feet Phase 2 • Front Setback 20 feet • Side Setback 5 feet • Rear Setback 25 feet • Townhome- As shown on zoning plan
Architecture	• All Facades to be a combination of brick, stone, and/or concrete siding • Minimum 2-foot brick water table • Architectural Shingles • Minimum of a Two Car Garage
Landscaping	• Landscaped Entrance • Front, Side and Rear Yards shall be sodded • All lawn and common area maintenance provided by a Mandatory HOA within attached townhome portion • All common area maintenance provided by a Mandatory HOA within the single-family subdivision (Phase 1 & Phase 2)
Proposed Amenities	• Parks and natural areas located within Phase 1 and Phase 2 • Active Amenity, walking path, dog park and large central park in Phase 1 • Recreation Area in Phase 2

According to the City of Flowery Branch comprehensive plan, housing should be “diverse and affordable housing that meets the needs of existing and future city residents, with a desirable mix of housing types, detached, single-family and townhouses. For planned traditional neighborhoods, acceptable uses are primarily single-family residences. Duplexes, townhouses, and accessory apartments may be permitted. Greens, plazas, and pocket parks incorporated into development plans.”

We feel that our project supports the spirit of the recommendations of the Comprehensive Plan by providing a mix of housing types and various parks and amenities with 199 single family detached units and 140 townhomes.

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

We appreciate your consideration of this rezoning request and please do not hesitate to give us a call if you have any questions.

Sincerely,

Tonya Woods
Development Planning and Engineering

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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Development Planning & Engineering, Inc.

Rezoning Application City of Flowery Branch Mulberry Street

20-085



REZONING APPLICATION

Date: 12/4/2020

Address of Request:

Mulberry Street (Parcels parcels 08117 002008A, 08117002016D, 08117 002016B,
08117 002061, 08117 002001, 08134 000006)

Tax Map # See above Current Zoning: M1

Is this site located within the boundaries of the historic district? No
Yes

Currently a conforming use?

Any conditions of zoning, CUP's, etc.? NA

Applicant Information

Name: Stark Land Development /Development Planning and Engineering

Address: 3719 Winder Highway, Flowery Branch Georgia 30542

5074 Bristol Industrial Way, Suite B, Buford Georgia 30518

E-mail address: billstarkproperties@gmail.com twoods@dpengr.com

Phone number: 770.231.3829 770.271.2868

Signature:

Notary:



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

Notary:

Property Information

parcels (08117 002008A, 08117002016D, 08117 002016B, 08117
Tax Map Number: ~~002061, 08117 002001, 08134 000006~~) _____

Current Zoning: M1 Total Acres: 117.962

Is this property located within the city-limits of Flowery Branch? Yes

Proposed City of Flowery Branch Zoning: R3

Current Use: Vacant Land _____

**Please review the Flowery Branch Code of Ordinances, Appendix C,
“Zoning Ordinance”, Article 34, for complete requirements.**

**Please provide the following at time of submittal in (one hard copy and
digitally):**

- Legal description
- Current survey of property



- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Names and addresses of adjoining property owners
- Reasons for requesting rezoning
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request



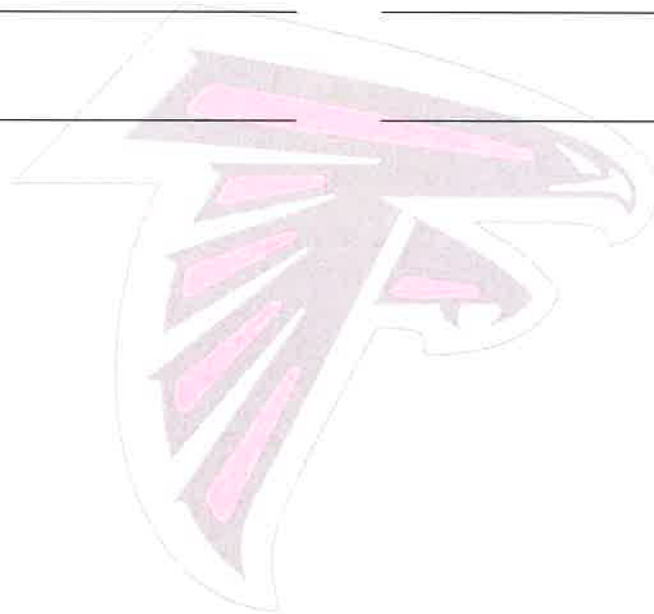
Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Officials Name

Amount of Description of Gift

_____	_____
_____	_____



CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





REZONING ADDITIONAL INFORMATION REQUIREMENT

Date:

____12/14/2020_____

Address of Request:

____Mulberry Street_____

Tax Map # ____Multiple parcels_____ Current Zoning: _M1_____

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out.
Phase One approximately 44 million, Phase Two approximately 40 million
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased). Phase One approximately 36 months, Phase Two 5 years
4. Anticipated total square footage (heated) to be built in the requested number of units.
542,000 Square feet
5. Total acreage developed with units. 117.96 acres
6. Total acreage for right of way and roads. 5850 linear feet x 50 feet
ROW=292,500 square feet= 6.7148 acres in ROW
7. Total acreage of open space/common area (include plan for maintenance of open space/common area). 19 acres/Phase 1 32 acres/Phase 2
8. Acreage required for buffer and watershed protection.



- Does the buffer comply with the current City ordinance? Yes
 - Do individual property lines for lots extend into the buffer? - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose? The majority of the stream buffers are located within common area, but there are several lots where the stream buffer encroaches.
9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail) None
10. Please identify all amenities and total number of acres they incorporate by complete description. Multiple open spaces, parks, natural areas, and developed amenities. 19 acres/Phase 1 32 acres/Phase 2
11. Number of street lights and separation table as proposed on your site plan. Approximately 60 street lights
12. Will Technology Development be included in this development? Fiber/Internet/TV
13. List the total linear feet and cubic yards for sidewalks.
- Phase 1
- $5850 \text{ linear feet} \times 2 = 11,700 \times 5 \text{ feet in width} = 58,500 \times .33 \text{ feet} = 19,305/27 = 715 \text{ cubic yards}$
- Phase 2
- $7125 \text{ linear feet} \times 2 = 14,250 \times 5 \text{ feet in width} = 71,250 \times .33 \text{ feet} = 23,512/27 = 870 \text{ cubic yards}$
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans? Conceptual Stormwater facilities shown, to be fully engineered prior to land disturbance permitting



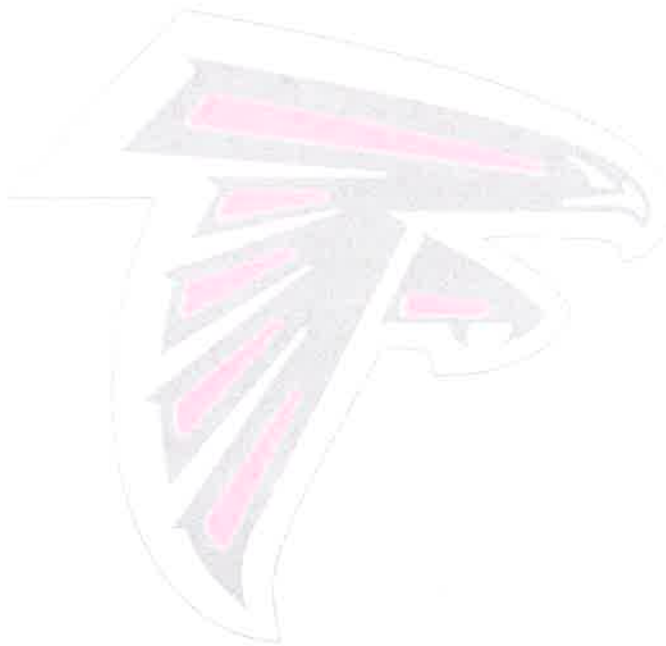
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? No
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? Do the plans provide for storage of “reuse” water? No
17. What is the total capacity for daily Wastewater Management? $270 \times 339 = 91,530$ GPD
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development? 270 GPD per day per unit
19. Has a slope and grade study been done on this development? Does the study reflect density placement? Preliminary evaluation
20. Please identify what public safety needs are being considered for the project? NA
21. Has the Hall County School System been notified of the proposed density for this project? Not at this time
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development. To be provided
23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at www.flowerybranchga.org



CITY STAFF ONLY

Received By: _____

Date: _____ Total Fee: _____



Rezoning Applicant's Response

Mulberry Street

Flowery Branch

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The proposed use of a R3 is suitable in view of the use of nearby properties.*

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *Currently the project is zoned agriculture. The proposed zoning of R3 will not adversely affect the existing use or usability of the adjacent or nearby property.*

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *No, the property does not have a reasonable economic use as currently zoned as industrial.*

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *The proposed zoning of R3, and a planned 199 single family houses and 144 townhomes unit development would not cause an excessive or burdensome use of streets, facilities, utilities or schools.*

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *The City's Comprehensive Plan shows the area being mixed use in nature, but this area would also be conducive to a neighborhood with varying housing types and prices. According to the Plan, one goal is:*

"3. Housing: Protect neighborhoods and promote diverse and affordable housing that meets the needs of existing and future city residents. Techniques to implement this goal include: residential and planned unit development zoning districts, subdivision regulations, community development plans, neighborhood improvement plans and programs, and housing code enforcement."

This R3 zoning district would promote additional housing options within the City.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. *Additional residential units within this area would further the growth of this part of the City and County. Due to the surrounding property uses, the property would best be suited for a zoning of the R3 zoning classification.*

(g) Existing use(s) and zoning of the subject property and nearby properties. *Within the immediate area, there are commercial and residential uses.*

(h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under

the existing zoning district classification. *This property has been vacant, due to the topography and creeks, the proposed plan encompasses protection of these areas.*

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *This development would not deter improvement of the adjacent properties. It will increase housing options within the area.*

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *This would not create an isolated zoning district. A mix of single family and attached single family is a compatible to the surrounding areas.*

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *No negative effects would arise due to a change in the use or character of this zoning district.*

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The environmental impact would be minimal, as all local and state municipality ordinances regarding drainage, erosion, flooding, air and water quality would be met. The sensitive areas located within the site have been protected.*

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The Comprehensive Map provides for this area to be mixed use. The proposed plan will meet the purpose of the zoning ordinance.*



Development Planning & Engineering, Inc.

Legal Description
City of Flowery Branch
Mulberry Street

20-085

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE North 15 degrees 02 minutes 30 seconds East for a distance of 1214.17 feet to a point on the easterly right-of-way of Flowery Way (50' r/w), said point being THE TRUE POINT OF BEGINNING;

THENCE North 54 degrees 28 minutes 51 seconds West a distance of 79.88 feet to a point;

THENCE along a curve to the right for an arc length of 83.93 feet, having a radius of 97.73 feet, being subtended by a chord bearing North 27 degrees 50 minutes 09 seconds West, for a distance of 81.37 feet to a point;

THENCE North 00 degrees 37 minutes 14 seconds East a distance of 37.65 feet to a point;

THENCE along a curve to the left for an arc length of 161.59 feet, having a radius of 1062.34 feet, being subtended by a chord bearing North 02 degrees 23 minutes 32 seconds East, for a distance of 161.43 feet to a point;

THENCE North 59 degrees 21 minutes 52 seconds East a distance of 550.94 feet to a point;

THENCE North 29 degrees 41 minutes 03 seconds West a distance of 227.76 feet to a point;

THENCE North 60 degrees 06 minutes 17 seconds East a distance of 95.98 feet to a point;

THENCE North 05 degrees 32 minutes 20 seconds West a distance of 505.00 feet to a point;

THENCE North 30 degrees 48 minutes 47 seconds West a distance of 200.02 feet to a point;

THENCE North 60 degrees 07 minutes 29 seconds East a distance of 546.35 feet to a point;

THENCE North 61 degrees 45 minutes 30 seconds West a distance of 170.77 feet to a point;

THENCE North 40 degrees 21 minutes 09 seconds East a distance of 281.72 feet to a point;

THENCE North 62 degrees 53 minutes 14 seconds West a distance of 366.82 feet to a point;

THENCE North 08 degrees 38 minutes 44 seconds West a distance of 3.72 feet to a point;

THENCE North 34 degrees 56 minutes 31 seconds East a distance of 32.42 feet to a point;

THENCE North 56 degrees 32 minutes 25 seconds East a distance of 104.80 feet to a point;

THENCE North 27 degrees 43 minutes 17 seconds East a distance of 60.76 feet to a point;

THENCE North 39 degrees 43 minutes 06 seconds East a distance of 52.39 feet to a point;

THENCE North 46 degrees 23 minutes 29 seconds East a distance of 104.80 feet to a point;

THENCE North 45 degrees 36 minutes 51 seconds East a distance of 102.84 feet to a point;

THENCE North 60 degrees 29 minutes 30 seconds East a distance of 49.12 feet to a point;

THENCE North 54 degrees 07 minutes 44 seconds East a distance of 93.75 feet to a point;

THENCE North 42 degrees 33 minutes 43 seconds East a distance of 80.31 feet to a point located on the westerly right-of-way of Mulberry Street;

THENCE South 21 degrees 44 minutes 30 seconds East a distance of 175.25 feet along said right-of-way to a point;

THENCE along a curve to the right for an arc length of 313.04 feet, having a radius of 2200.00 feet, being subtended by a chord bearing South 17 degrees 39 minutes 56 seconds East, for a distance of 312.77 feet along said right-of-way to a point;

THENCE South 13 degrees 35 minutes 21 seconds East a distance of 195.20 feet along said right-of-way to a point;

THENCE along a curve to the left for an arc length of 57.05 feet, having a radius of 2300.00 feet, being subtended by a chord bearing South 14 degrees 18 minutes 00 seconds East, for a distance of 57.05 feet along said right-of-way along said right-of-way to a point;

THENCE South 15 degrees 10 minutes 26 seconds East a distance of 185.01 feet along said right-of-way to a point;
 THENCE South 56 degrees 37 minutes 14 seconds West a distance of 346.80 feet leaving said right-of-way to a point;
 THENCE South 58 degrees 04 minutes 45 seconds East a distance of 70.72 feet to a point;
 THENCE South 33 degrees 41 minutes 04 seconds East a distance of 326.98 feet to a point;
 THENCE North 68 degrees 43 minutes 53 seconds East a distance of 204.17 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 34 degrees 22 minutes 19 seconds East a distance of 56.13 feet along said right-of-way to a point;
 THENCE South 50 degrees 07 minutes 20 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 48 minutes 22 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 21 minutes 30 seconds West a distance of 309.92 feet leaving said right-of-way to a point;
 THENCE South 48 degrees 30 minutes 26 seconds East a distance of 170.07 feet to a point;
 THENCE North 47 degrees 46 minutes 21 seconds East a distance of 318.84 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE along a curve to the right for an arc length of 94.92 feet, having a radius of 425.00 feet, being subtended by a chord bearing South 53 degrees 05 minutes 41 seconds East, for a distance of 94.72 feet along said right-of-way to a point;
 THENCE South 46 degrees 41 minutes 47 seconds East a distance of 67.27 feet along said right-of-way to a point;
 THENCE South 47 degrees 35 minutes 36 seconds West a distance of 347.20 feet leaving said right-of-way to a point;
 THENCE South 27 degrees 38 minutes 32 seconds East a distance of 367.62 feet to a point;
 THENCE South 60 degrees 15 minutes 22 seconds West a distance of 649.98 feet to a point;
 THENCE South 60 degrees 16 minutes 13 seconds West a distance of 352.85 feet to a point;
 THENCE North 48 degrees 12 minutes 16 seconds West a distance of 30.32 feet to a point;
 THENCE North 02 degrees 53 minutes 11 seconds West a distance of 24.24 feet to a point;
 THENCE North 24 degrees 11 minutes 12 seconds West a distance of 30.92 feet to a point;
 THENCE North 40 degrees 44 minutes 55 seconds East a distance of 27.08 feet to a point;
 THENCE North 07 degrees 29 minutes 14 seconds East a distance of 37.47 feet to a point;
 THENCE North 56 degrees 00 minutes 04 seconds West a distance of 35.03 feet to a point;
 THENCE South 78 degrees 44 minutes 58 seconds West a distance of 37.19 feet to a point;
 THENCE North 10 degrees 05 minutes 48 seconds West a distance of 14.68 feet to a point;
 THENCE North 11 degrees 22 minutes 48 seconds East a distance of 35.30 feet to a point;
 THENCE North 06 degrees 31 minutes 58 seconds East a distance of 20.38 feet to a point;
 THENCE North 39 degrees 32 minutes 23 seconds West a distance of 28.59 feet to a point;
 THENCE North 04 degrees 29 minutes 41 seconds West a distance of 33.89 feet to a point;
 THENCE North 00 degrees 17 minutes 51 seconds West a distance of 39.43 feet to a point;
 THENCE North 04 degrees 15 minutes 12 seconds East a distance of 30.56 feet to a point;
 THENCE South 60 degrees 19 minutes 46 seconds West a distance of 742.04 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 48.156 acres more or less.

Together with:

All that tract or parcel of land lying and being in Land Lot 116 and 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE South 30 degrees 22 minutes 57 seconds East for a distance of 1101.65 feet to a point; THENCE South 30 degrees 21 minutes 16 seconds East for a distance of 218.48 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 48 degrees 22 minutes 48 seconds East a distance of 875.57 feet to a point;
THENCE North 11 degrees 52 minutes 38 seconds East a distance of 26.55 feet to a point;
THENCE North 50 degrees 18 minutes 59 seconds East a distance of 47.92 feet to a point;
THENCE North 01 degrees 30 minutes 02 seconds West a distance of 62.59 feet to a point;
THENCE North 13 degrees 27 minutes 39 seconds East a distance of 69.62 feet to a point;
THENCE North 73 degrees 24 minutes 27 seconds East a distance of 32.42 feet to a point;
THENCE North 28 degrees 33 minutes 29 seconds West a distance of 42.32 feet to a point;
THENCE North 17 degrees 38 minutes 29 seconds East a distance of 31.76 feet to a point;
THENCE North 32 degrees 22 minutes 06 seconds East a distance of 80.36 feet to a point;
THENCE North 74 degrees 02 minutes 00 seconds East a distance of 46.63 feet to a point;
THENCE North 12 degrees 58 minutes 57 seconds East a distance of 49.55 feet to a point;
THENCE North 07 degrees 31 minutes 42 seconds West a distance of 50.45 feet to a point;
THENCE North 30 degrees 16 minutes 15 seconds East a distance of 26.90 feet to a point;
THENCE North 10 degrees 19 minutes 38 seconds West a distance of 26.62 feet to a point;
THENCE North 58 degrees 48 minutes 33 seconds East a distance of 24.02 feet to a point;
THENCE North 41 degrees 18 minutes 24 seconds East a distance of 34.46 feet to a point;
THENCE North 16 degrees 53 minutes 06 seconds West a distance of 36.79 feet to a point;
THENCE North 77 degrees 44 minutes 30 seconds East a distance of 26.19 feet to a point;
THENCE North 06 degrees 55 minutes 46 seconds East a distance of 19.96 feet to a point;
THENCE North 58 degrees 22 minutes 20 seconds East a distance of 32.80 feet to a point;
THENCE North 52 degrees 55 minutes 19 seconds East a distance of 39.42 feet to a point;
THENCE North 44 degrees 28 minutes 57 seconds East a distance of 28.81 feet to a point;
THENCE North 38 degrees 27 minutes 51 seconds East a distance of 28.60 feet to a point;
THENCE North 63 degrees 30 minutes 30 seconds West a distance of 21.24 feet to a point;
THENCE North 14 degrees 15 minutes 36 seconds West a distance of 47.62 feet to a point;
THENCE North 41 degrees 07 minutes 00 seconds East a distance of 23.46 feet to a point;
THENCE North 08 degrees 45 minutes 20 seconds West a distance of 35.65 feet to a point;
THENCE North 10 degrees 03 minutes 40 seconds East a distance of 44.66 feet to a point;
THENCE North 13 degrees 34 minutes 23 seconds West a distance of 63.51 feet to a point;
THENCE South 72 degrees 35 minutes 22 seconds West a distance of 35.85 feet to a point;
THENCE North 27 degrees 17 minutes 06 seconds East a distance of 43.82 feet to a point;
THENCE North 29 degrees 54 minutes 21 seconds West a distance of 49.61 feet to a point;
THENCE North 26 degrees 51 minutes 13 seconds West a distance of 95.89 feet to a point;
THENCE North 17 degrees 28 minutes 07 seconds West a distance of 55.39 feet to a point;
THENCE North 23 degrees 53 minutes 55 seconds West a distance of 149.25 feet to a point;
THENCE North 17 degrees 29 minutes 34 seconds West a distance of 47.91 feet to a point;
THENCE North 31 degrees 06 minutes 18 seconds West a distance of 33.89 feet to a point;

THENCE North 12 degrees 15 minutes 25 seconds West a distance of 26.69 feet to a point;
THENCE North 65 degrees 43 minutes 13 seconds East a distance of 21.21 feet to a point;
THENCE North 60 degrees 10 minutes 55 seconds East a distance of 787.01 feet to a point;
THENCE North 21 degrees 58 minutes 54 seconds West a distance of 529.33 feet to a point;
THENCE North 50 degrees 49 minutes 21 seconds East a distance of 298.67 feet to a point;
THENCE South 42 degrees 11 minutes 33 seconds East a distance of 439.12 feet to a point;
THENCE North 47 degrees 05 minutes 23 seconds East a distance of 201.10 feet to a point located on the southwesterly right-of-way of Mulberry Street;
THENCE South 46 degrees 31 minutes 54 seconds East a distance of 178.61 feet along said right-of-way to a point;
THENCE South 56 degrees 13 minutes 11 seconds West a distance of 409.48 feet leaving said right-of-way to a point;
THENCE South 21 degrees 49 minutes 31 seconds East a distance of 400.05 feet to a point;
THENCE along a curve to the left for an arc length of 289.42 feet, having a radius of 60.00 feet, being subtended by a chord bearing South 09 degrees 09 minutes 33 seconds East, for a distance of 80.01 feet to a point;
THENCE North 80 degrees 50 minutes 59 seconds East a distance of 12.88 feet to a point;
THENCE South 14 degrees 42 minutes 21 seconds East a distance of 467.39 feet to a point located on the northwesterly right-of-way of Lanier Parkway State Hwy. #365 (I-985);
THENCE South 31 degrees 59 minutes 20 seconds West a distance of 146.27 feet along said right-of-way to a point;
THENCE South 29 degrees 20 minutes 32 seconds West a distance of 506.50 feet along said right-of-way to a point;
THENCE South 36 degrees 25 minutes 35 seconds West a distance of 258.07 feet along said right-of-way to a point;
THENCE South 20 degrees 56 minutes 49 seconds West a distance of 240.77 feet along said right-of-way to a point;
THENCE South 36 degrees 05 minutes 29 seconds West a distance of 215.20 feet along said right-of-way to a point;
THENCE North 67 degrees 12 minutes 40 seconds West a distance of 10.00 feet along said right-of-way to a point;
THENCE South 22 degrees 47 minutes 20 seconds West a distance of 701.09 feet along said right-of-way to a point;
THENCE South 30 degrees 41 minutes 18 seconds West a distance of 300.64 feet along said right-of-way to a point;
THENCE South 23 degrees 03 minutes 37 seconds West a distance of 301.00 feet along said right-of-way to a point;
THENCE South 26 degrees 52 minutes 28 seconds West a distance of 325.95 feet along said right-of-way to a point;
THENCE North 30 degrees 22 minutes 57 seconds West a distance of 1255.51 feet leaving said right-of-way to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 69.806 acres more or less.



Development Planning & Engineering, Inc.

Adjacent Property Owners
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Adjacent Property Owners
Mulberry Street Rezoning
M1-R3

08117 002053
DONALD SHANE JONES
5533 OAKFERN TRL
FLOWERY BRANCH, GA 30542

08117 002052
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002051
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002050
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002049
WILLIAM TERRY MOONEY
MOONEY JOAN
BOX 307 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002062
GLORIA ANN PEAK
2640 LANIER BEACH SOUTH RD.
CUMMING, GA 30041

08117 002016L
GARY LEE PRUITT
5693 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002016E
ELIZABETH I JOHNSON
5707 FLOWERY BRANCH WAY
FLOWERY BRANCH, GA 30542

08117 002042
LILLIE RHONDA MCKENZIE
MCKENZIE JOHN R
5733 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000009
DERRELL CHASTAIN
5737 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000013
ROBERT WAYNE CARROLL III
P O BOX 15424
CHESAPEAKE, VA 23328

08116 000037
CATHY E LONGINO
JOINER NANCY E
6533 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000038
MARTHA N SPARKS
6526 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000043
MICHAEL ERNEST PEKRUL
PEKRUL, SHEILA
6467 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000044
MARIA L WOLSCHLEGER
6473 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000046
ANNA L ROSADO
ROSADO JR EDWIN D
6485 FLOWERY WAY
FLOWERY BRANCH, GA 30542

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

08116 000047
KEITH HENRY WEIMER
KARANTZA, KIMBERLY ANN
6501 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000048
CHRISTOPHER PAUL ZETROUER
ZETROUER, TONYA
6512 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDOX ROAD
HOSCHTON, GA 30548

08117 002001A
JACOBO VITAL
VITAL MARIA M
5656 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002002
RICKEY L PAYNE
5648 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002005
CARLTON G BINGHAM
P O BOX 61
FLOWERY BRANCH, GA 30542

08117 002003
EDMOND JUNIOR BINGHAM
BINGHAM SANDRA K
5632 MULBERRY ST
FLOWERY BRANCH, GA 30542

08117 002019
TEX R PENLAND
5602 MULBERRY ST
FLOWERY BRANCH, GA 30542

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08117 002016C
JOHNNY A MCCLURE
P O BOX 44
FLOWERY BRANCH, GA 30542

08117 002016A
SUE C. CLARK PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002006
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002007
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002012
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002010
DARRELL K TERRY
P O BOX 420
FLOWERY BRANCH, GA 30542

08117 002015
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002059
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002048
CARL N CLARK
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08116 000045
JOHN W MARSHALL
MARSHALL BILLIE J
6479 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000022 and
08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDUX ROAD
HOSCHTON, GA 30548

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Development Planning & Engineering, Inc.

Property Inspection Form
City of Flowery Branch
Mulberry Street

20-085

I, _____
owner of parcels 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117
002001, 08134 000006, hereby grant the City of Flowery Branch Staff and/or City Council to inspect
the above subject property as necessary for the rezoning application process.

Printed name:

Signature, date



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.21.21



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.21.21





1X6 Fascia
 1X4 Frieze
 1x4 Trim
 1x6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“C” Elevation





1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.22.21



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable code, structural, and MEP design requirements, unit plan / floor plan changes, etc.).
 ©2021 gmdesigngroup of ga, inc. **38**



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.22.21



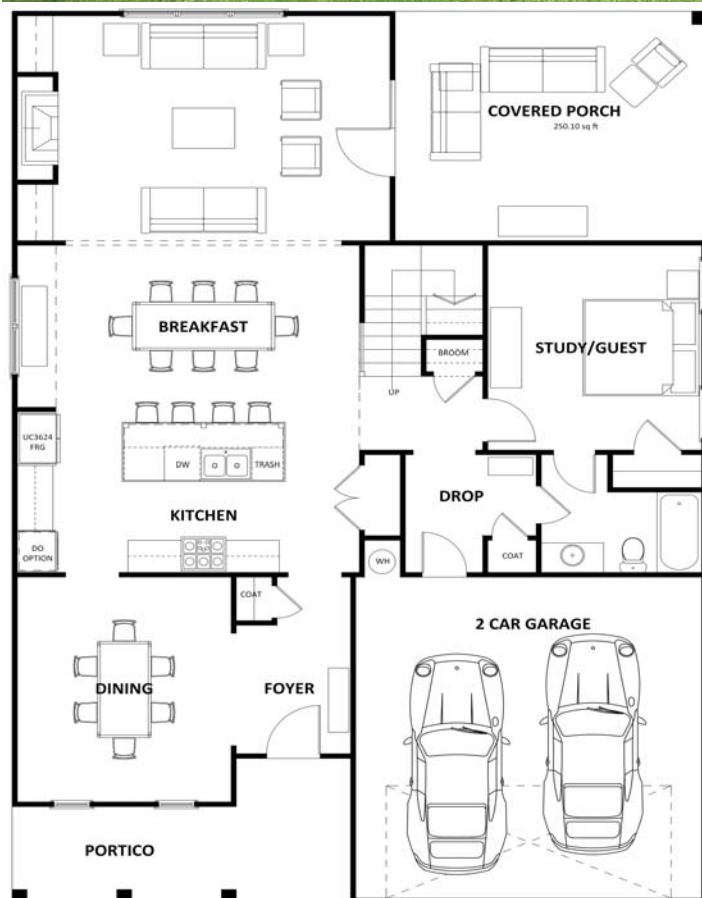
The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable code, structural, and MEP design requirements, unit plan / floor plan changes, etc.).
 ©2021 gmdesigngroup of ga, inc.



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

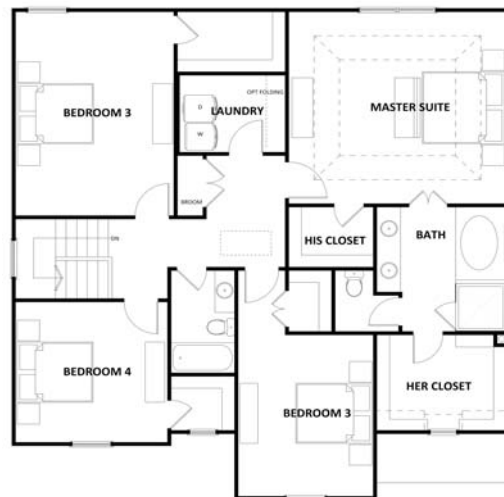
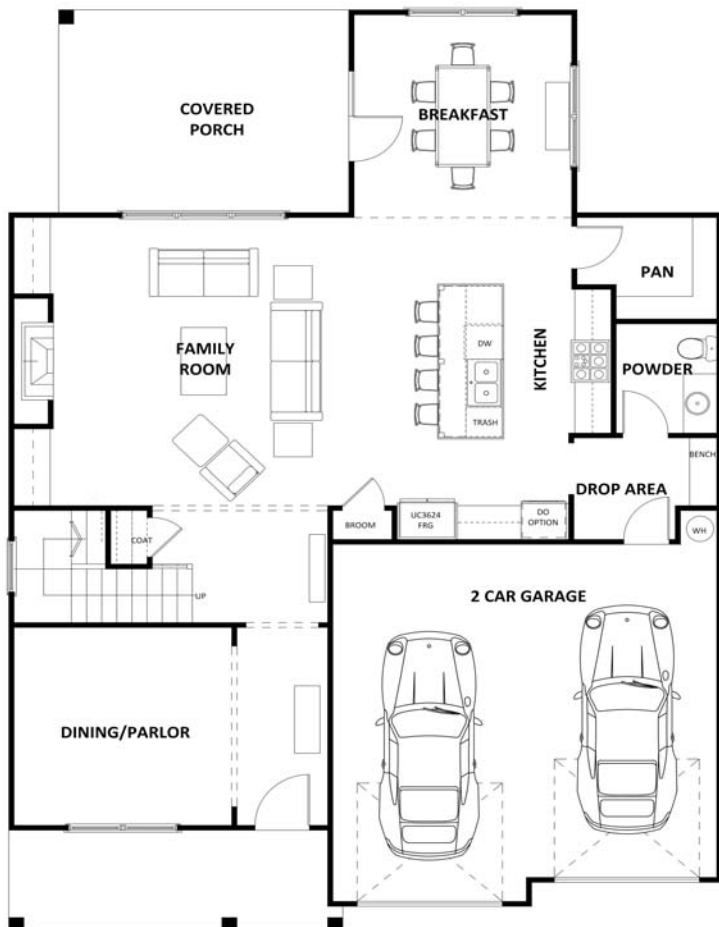
Stark Properties **Mulberry Park/Flowery Branch Townhomes** **"C" Elevation**

01.22.21



For more information on the Maddox please visit www.BowenHomes.com or call 770-271-4414





"A"



"B"

For more information on the Miller please visit www.BowenHomes.com or call 770-271-4414



"A"

COVERED
PORCH

"B"

COVERED
PORCH

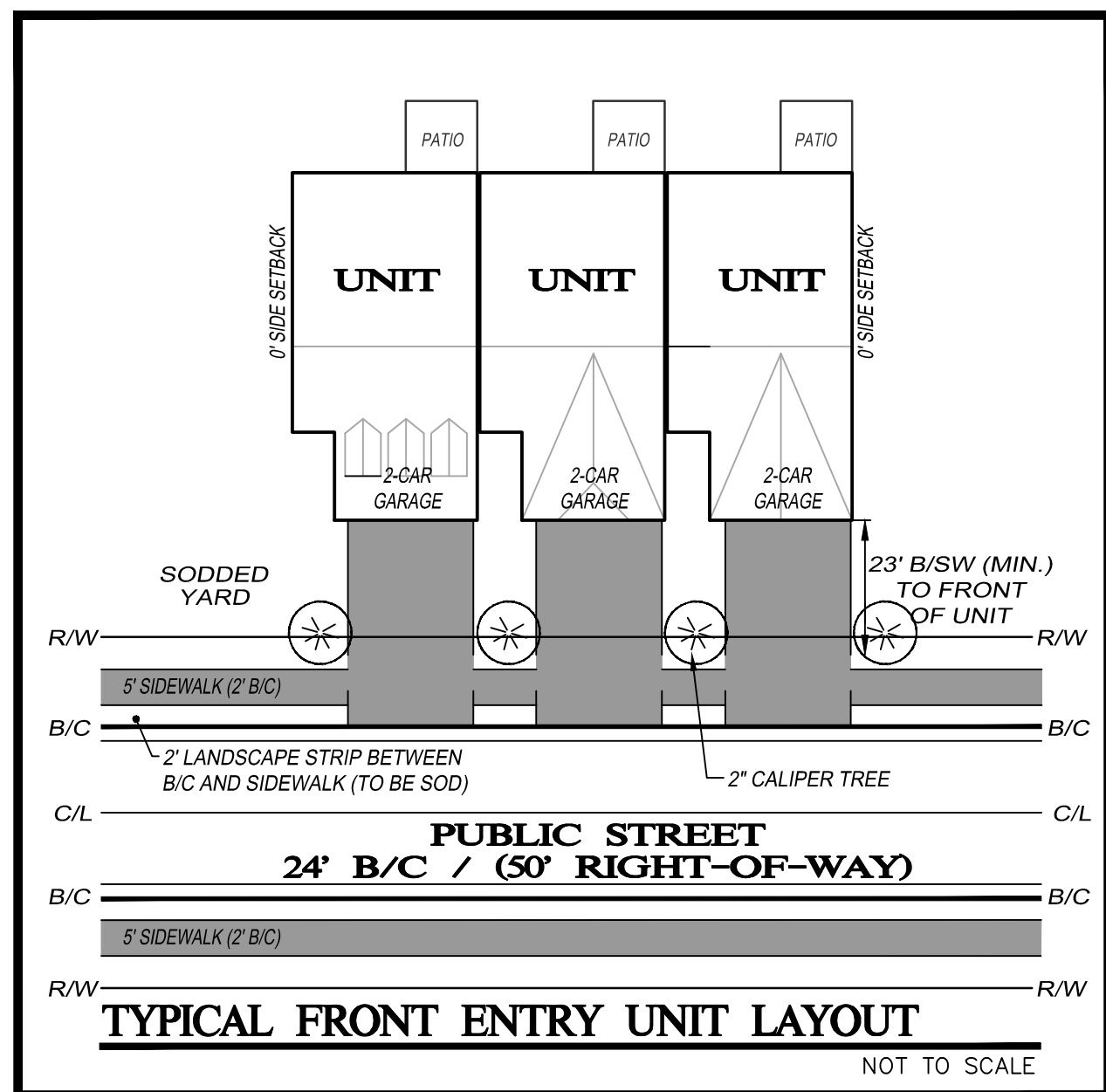
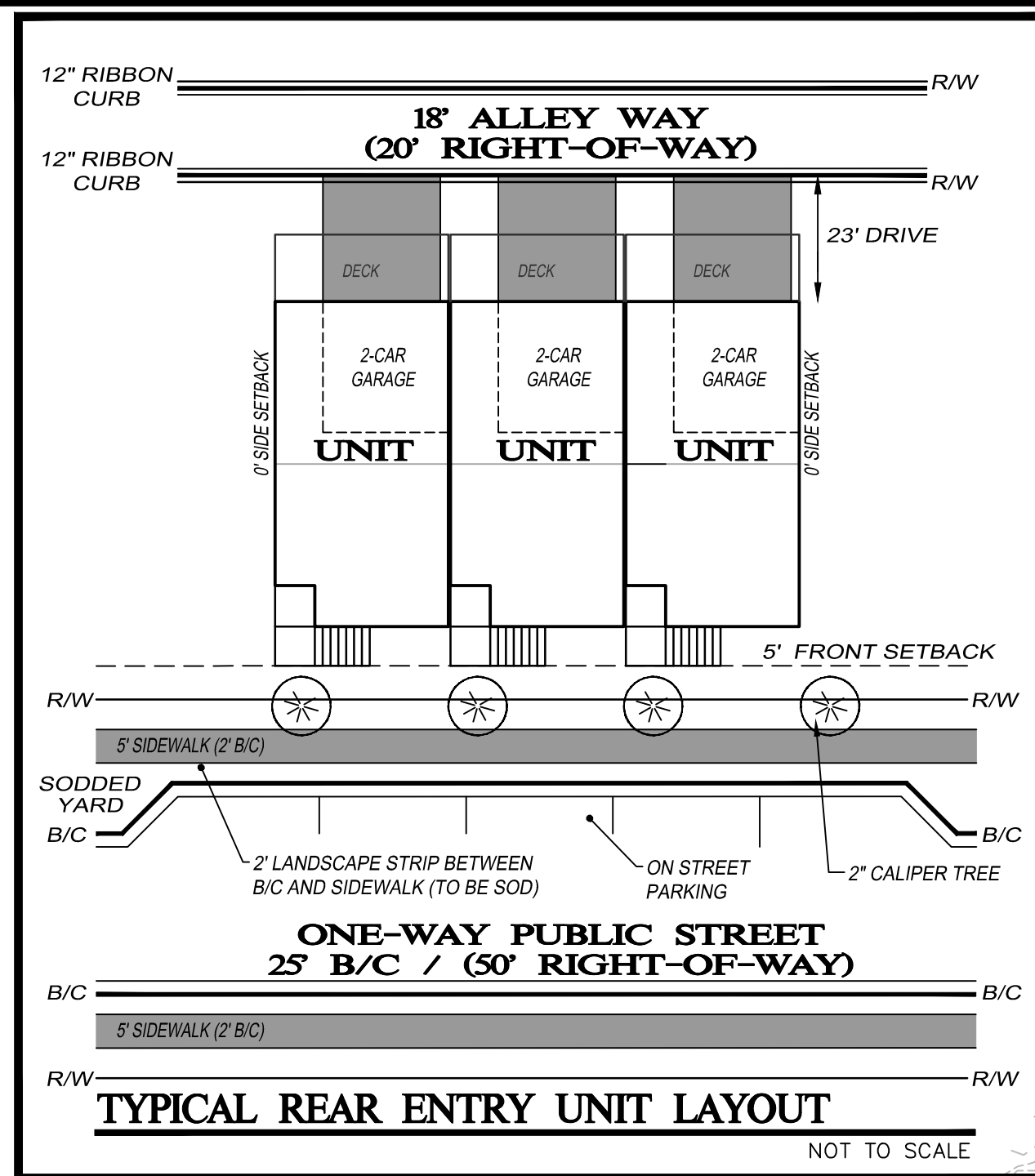


For more information on the Oakley please visit www.BowenHomes.com or call 770-271-4414



DEVELOPMENT SUMMARY

- EXISTING BOUNDARY ACREAGE: ±117.962 ACRES
- TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and 08134 000006
- EXISTING ZONING: M1
- PROPOSED ZONING: R3
- PHASE 1 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±48.156 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 55
TOTAL No. PROPOSED TOWNHOME UNITS: 140
GROSS DENSITY: 4.05 LOTS/ACRE
NET DENSITY: 4.33 LOTS/ACRE (±6.17 AC. FLOODPLAIN)
OPEN SPACE/Common Area PROVIDED = ±19 AC. (39%)
TOTAL LENGTH OF STREETS: ±5,850 L.F.
- PHASE 2 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±69.806 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 144 (LOT #'S 100-243)
GROSS/NET DENSITY: 2.06 LOTS/ACRE
OPEN SPACE/Common Area PROVIDED = ±32 AC. (46%)
TOTAL LENGTH OF STREETS: ±7,125 L.F.
- MINIMUM SINGLE-FAMILY DETACHED LOT SIZE: (SEE TYPICAL LOT DETAIL)
- PROPOSED SETBACKS SINGLE-FAMILY DETACHED:
FRONT - 20'
REAR - 25'
SIDE - 5'
- BOUNDARY INFORMATION BASED ON SURVEY PROVIDED BY CLIENT.
- A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 4, 2018.
- TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS. DATUM IS MEAN SEA LEVEL.
- WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
- ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
- SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



PHASE 1 DEVELOPMENT

PROPOSED REAR ENTRY UNIT 22' x 55' FOOTPRINT

PROPOSED PHASE II SEWER ACCESS

PROPOSED FRONT ENTRY UNIT 24' x 50' FOOTPRINT

PHASE 2 DEVELOPMENT

COMPASS POINT PHASE 2-C COMMON AREA

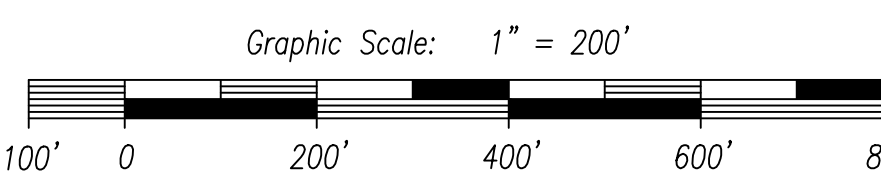
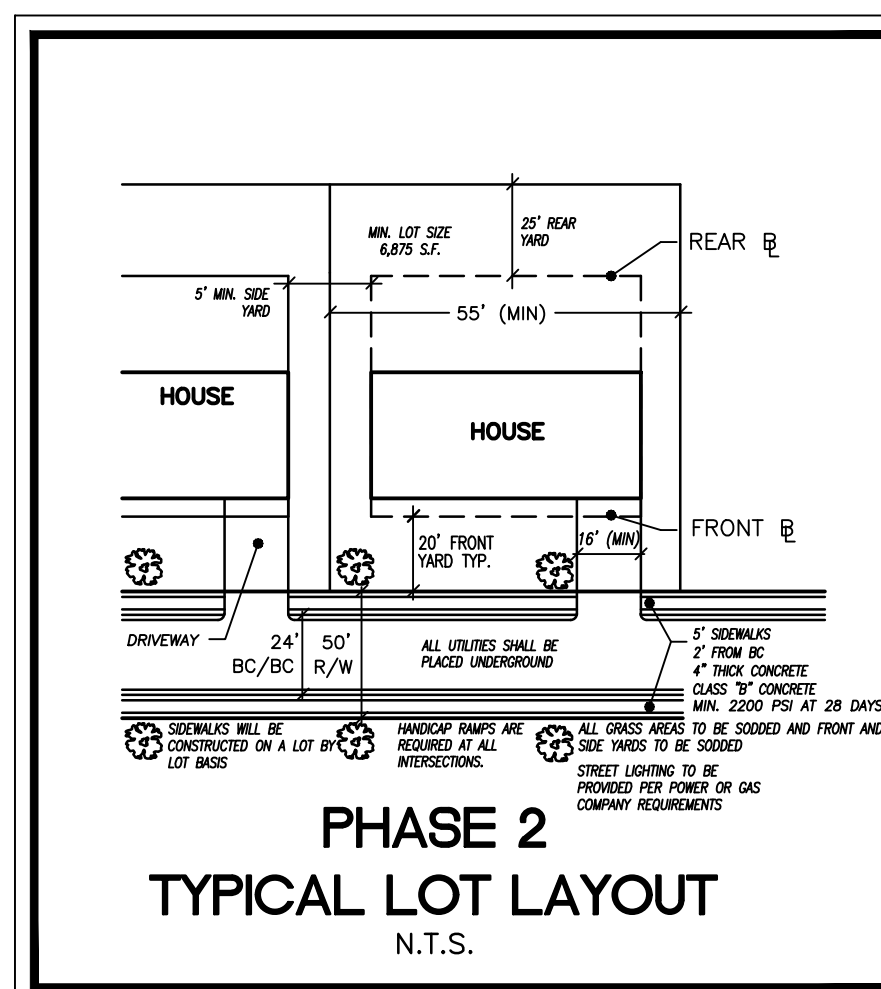
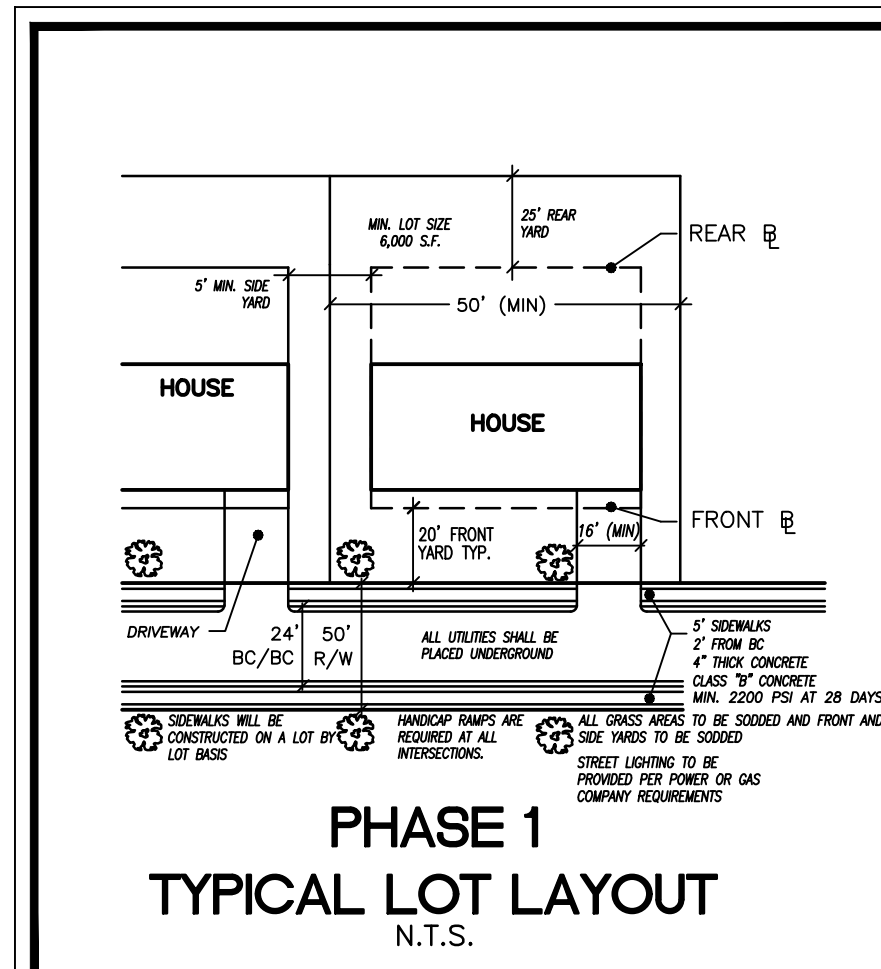
COMPASS POINT PHASE 3

R-3 BUFFER REDUCTIONS:

- REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL'S 08117 002016E, 08117 002050, 08117 002051, 08117 002052, 08117 002053.

R-3 VARIANCE REQUESTED:

- BUILDING SETBACKS PER TYPICAL SINGLE-FAMILY DETACHED LOT LAYOUTS.
- NO MINIMUM SETBACKS REQUIRED FOR TOWNHOMES. TOWNHOMES PER TYPICAL LAYOUT DETAIL PROVIDED.



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

STARK LAND DEVELOPMENT
3719 WINDER HWY.
FLOWERY BRANCH
GEORGIA 30542

PROJECT NAME:

MULBERRY STREET

TASK:

CONCEPTUAL LAND PLAN

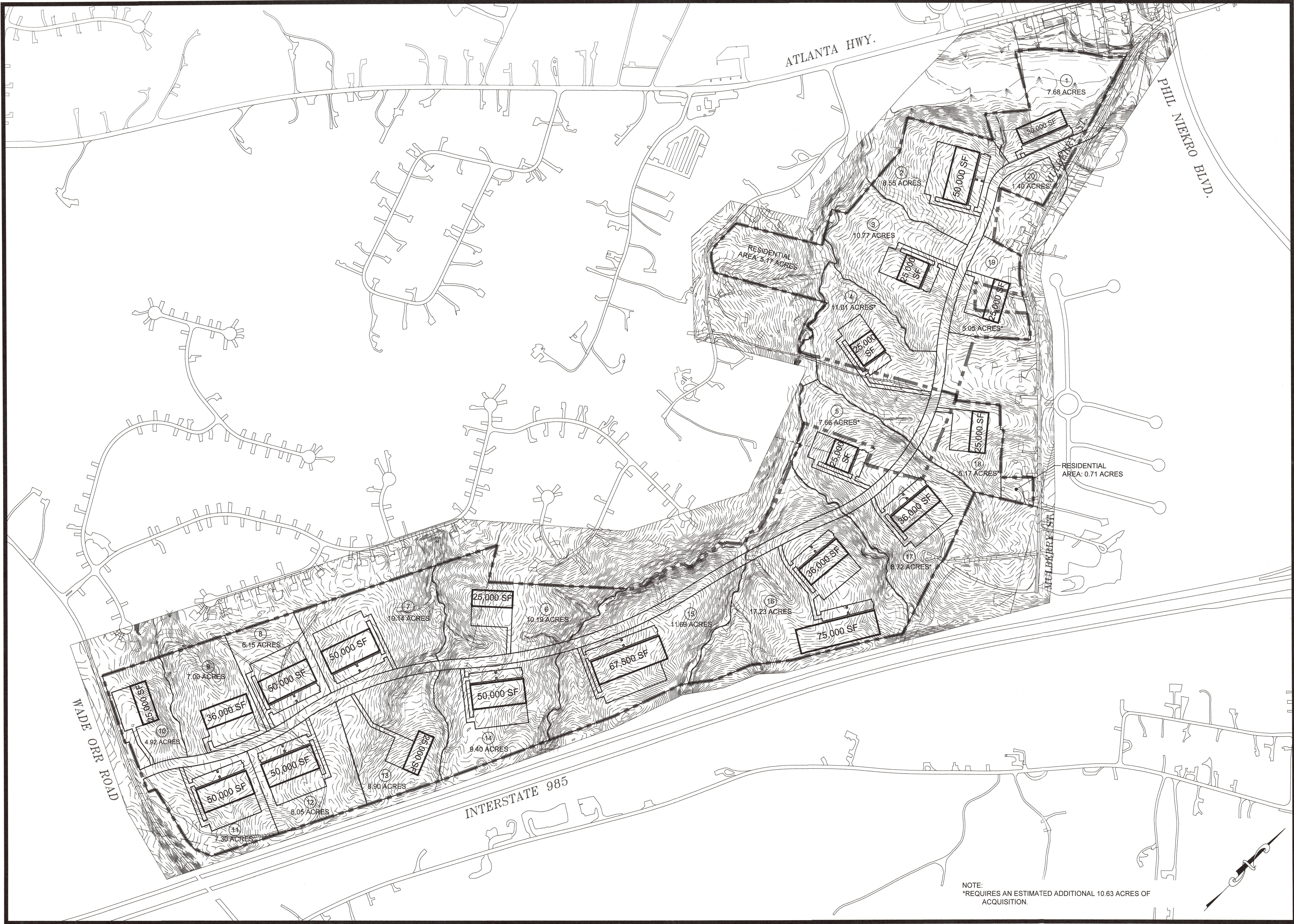
PROJECT INFORMATION:

MULBERRY STREET
Project Name
20-085
Project Number
MULBERRY STREET
Project Address
116 AND 117
Land Lot No.(s)

District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

DATE					
REVISION					
No.	1	2	3	4	5

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 1
CHECKED	SHEET
12/02/20 DATE	20-085 PROJECT No.

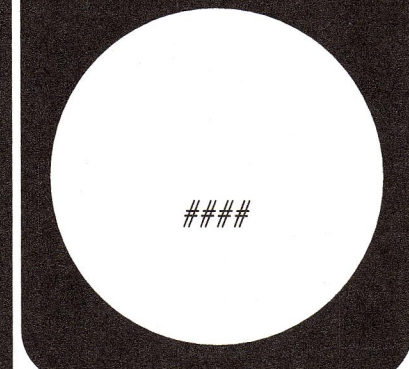


NOTE:
*REQUIRES AN ESTIMATED ADDITIONAL 10.63 ACRES OF ACQUISITION.

Rochester & Associates, Inc.
 425 Oak Street N.W. • Gainesville, Georgia 30501
 (770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

CONCEPT PLAN
 FOR
ADVENTURES IN MISSIONS
 LAND LOTS 116, 117, & 134
 DISTRICT 1, CITY OF GAINESVILLE
 HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION



SHEET
1
 OF
1
 DATE: 1.17.2019
 SCALE: 1"=250'
 JOB NO.
 DWG NO.
 DRAWN BY: MDS

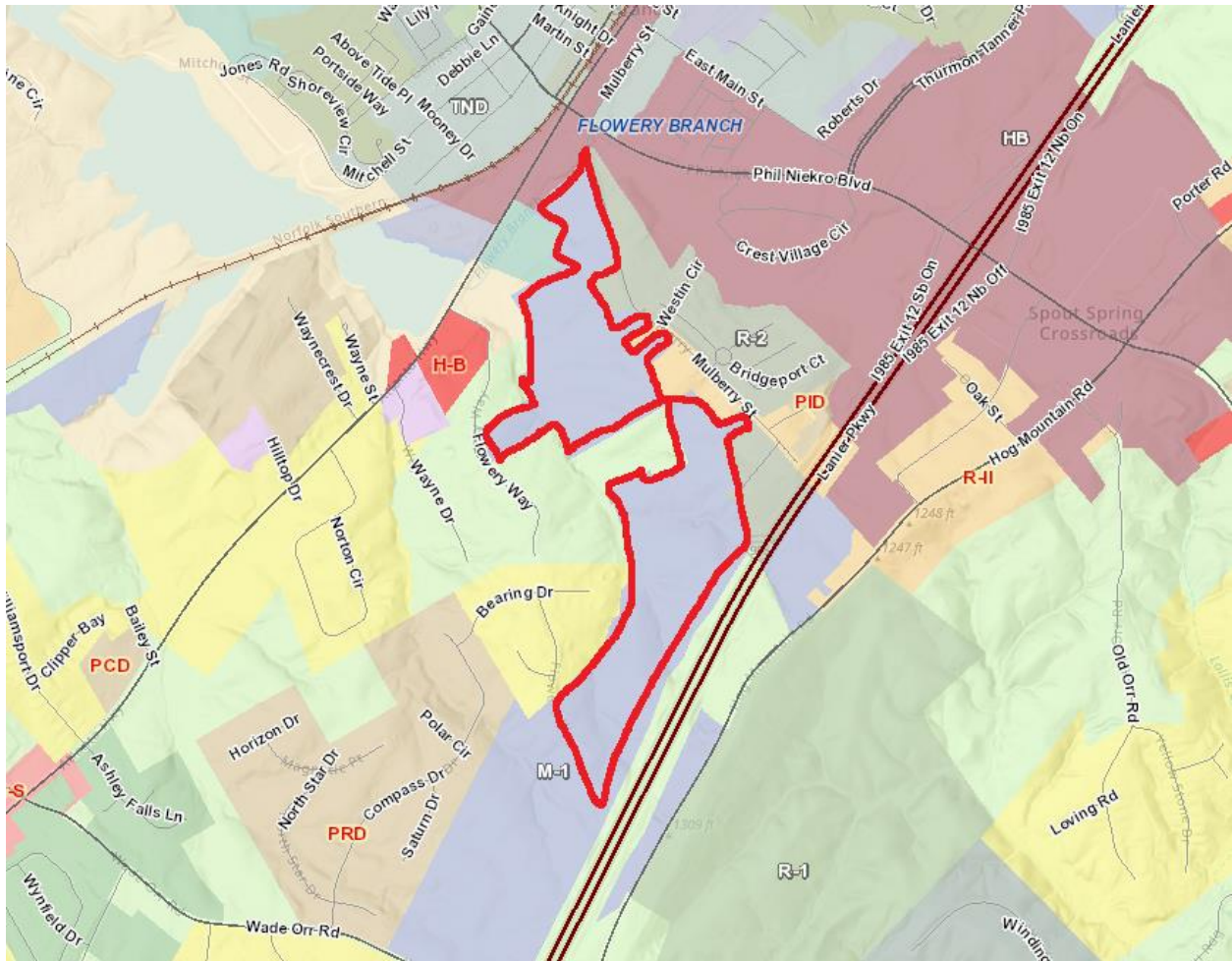


Staff Report
Stark Land Development Rezoning Request(s)
Ordinances 625-630

Request

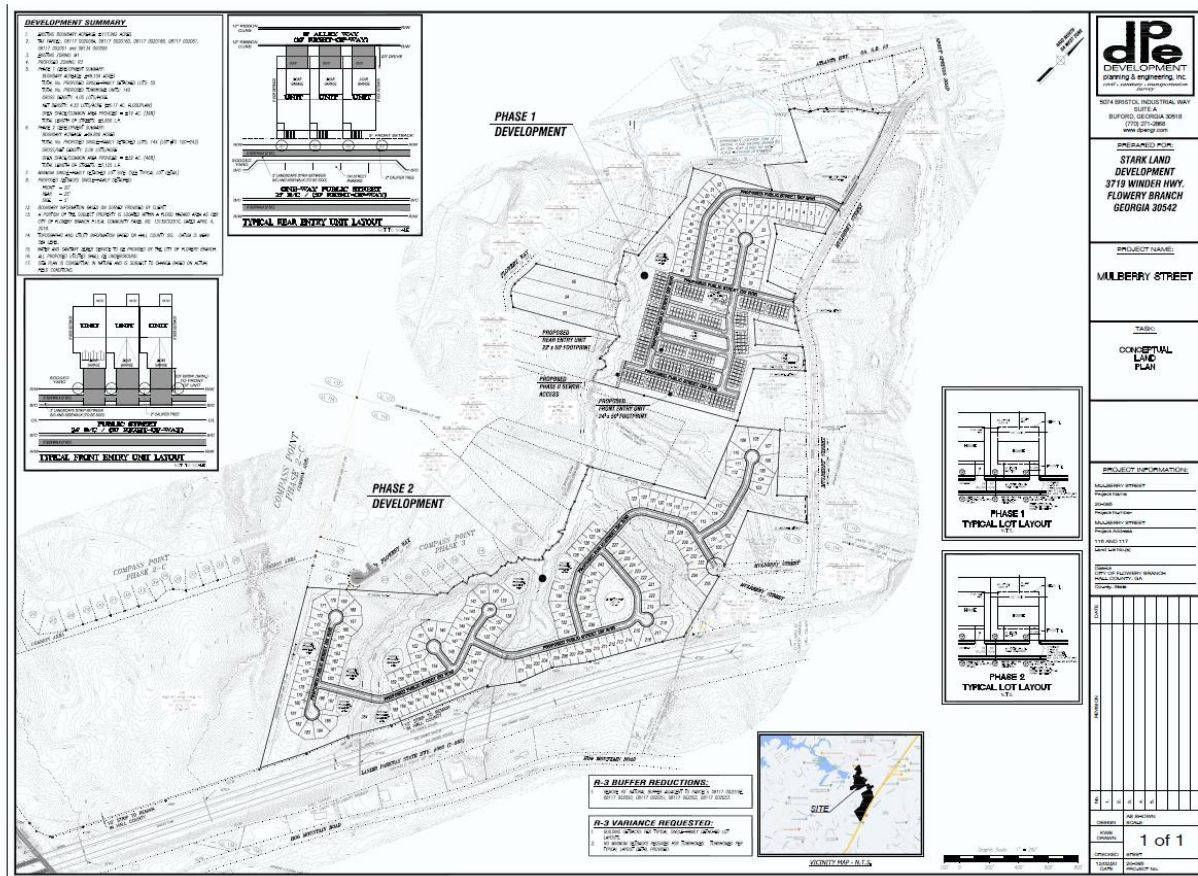
A request from Stark Land Development for the rezoning of six (6) parcels of land totaling 118 +/- acres of land from M-1 (Light Industrial) to R3 (Residential Multi-Family). The parcels for consideration are identified as follows: 08117 002008A, 08117 002014D, 08117 002014B, 08117 002061, 08117 002001, & 08134 000006.

Approximate location of all six parcels:





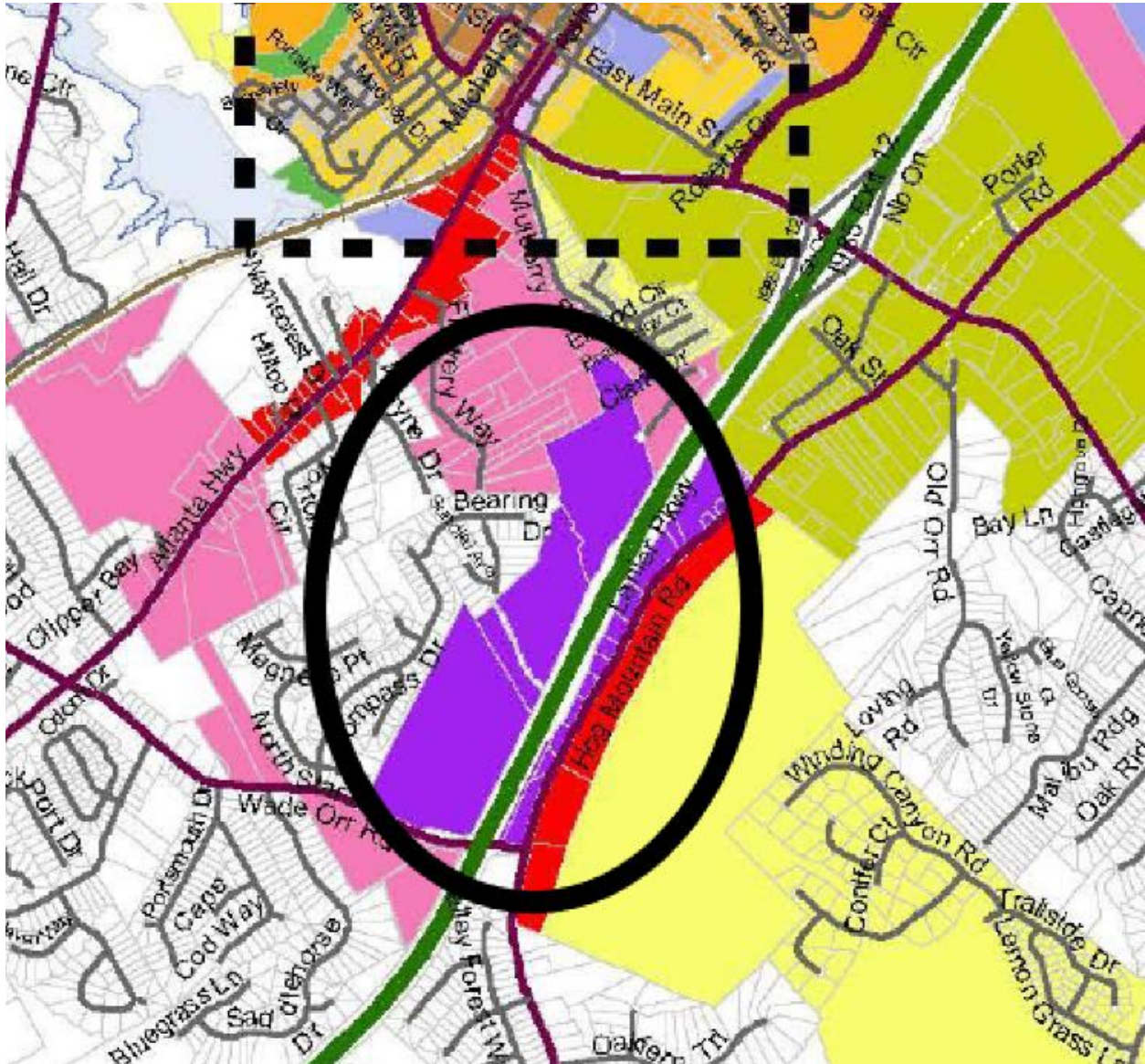
The request is to rezone all six parcels from M-1 (Light Industrial) to R3 (Residential Multi-Family) with the intent to construct a single family detached and townhome subdivision in two phases. The original plan as submitted by the applicant:



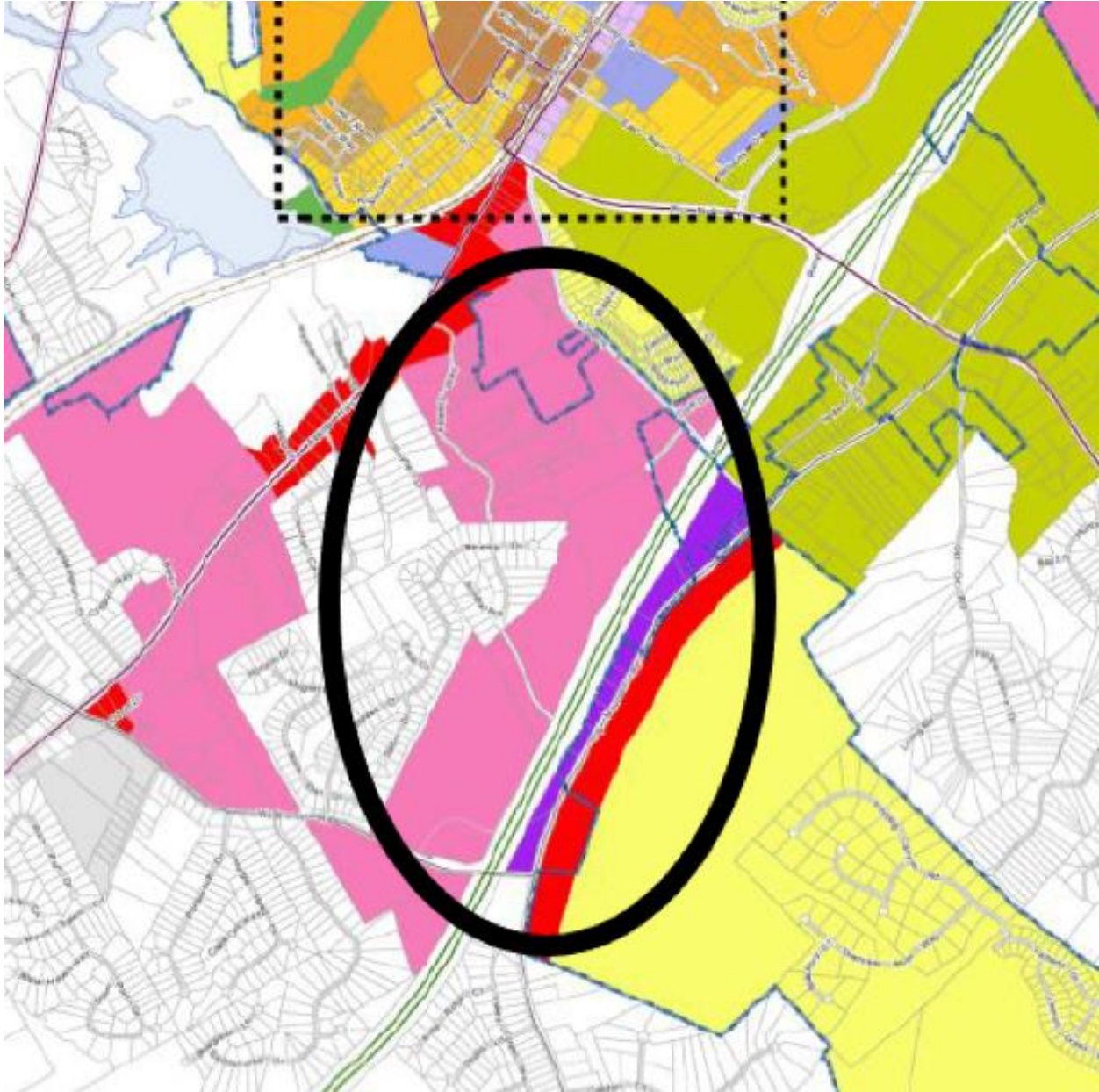
Staff is working with the applicant to revise and update the site plan with the intent to improve layout and design.



Comprehensive Plan



Currently, the parcels in question are designated as part of the “Industrial Employment” character area by the comprehensive plan. However, prior to these parcels being annexed and rezoned from R-2, A, and AR III to their current M-1 designation in 2014, the comprehensive plan labeled this area as “Mixed-Use”.



The “mixed-use” designation is more in-line with the City’s vision of an active, vibrant downtown supported by nearby residential. As the City has done on past projects, this proposed residential use, with its close proximity to downtown, can be viewed holistically as a large mixed-use project. The downtown as the commercial/retail component served by the developments on East Main, the TRG apartments, and Summit Lake creating a multi-faceted, cohesive, walkable, large scale mixed-use area.



If the project is approved, staff recommends updating the (or reverting) the character area to mixed-use.

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *Yes, a residential use is appropriate for this site and the surrounding area. It will help serve the downtown commercial/retail area.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *The development will not adversely affect the area and will in fact enhance it.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *Yes, current zoning of M-1 (Light Industrial) was previously (in 2014) deemed appropriate. However, the land has sat vacant since the rezoning occurred and may be challenged for M-1 use due to streams on the property and lack of large vehicular traffic.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *It is staff's opinion that the use will not create any unnecessary burdens.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *Currently, the Comprehensive Plan denotes this area as part of the "Industrial Employment" character area. However, prior to the 2014 annexation/rezoning, the area was designated as "Mixed-Use" and staff feels this is the proper designation and, if this project is approved, the "Mixed-Use" designation should be reinstated.*
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

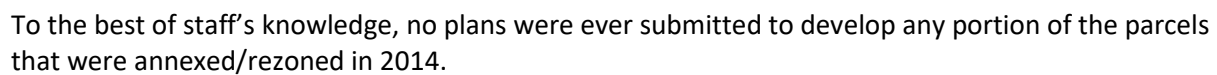
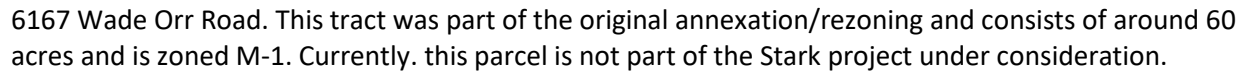


The number of streams and lack of large vehicular entrance capabilities may be harmful to the current M-1 zoning district designation.

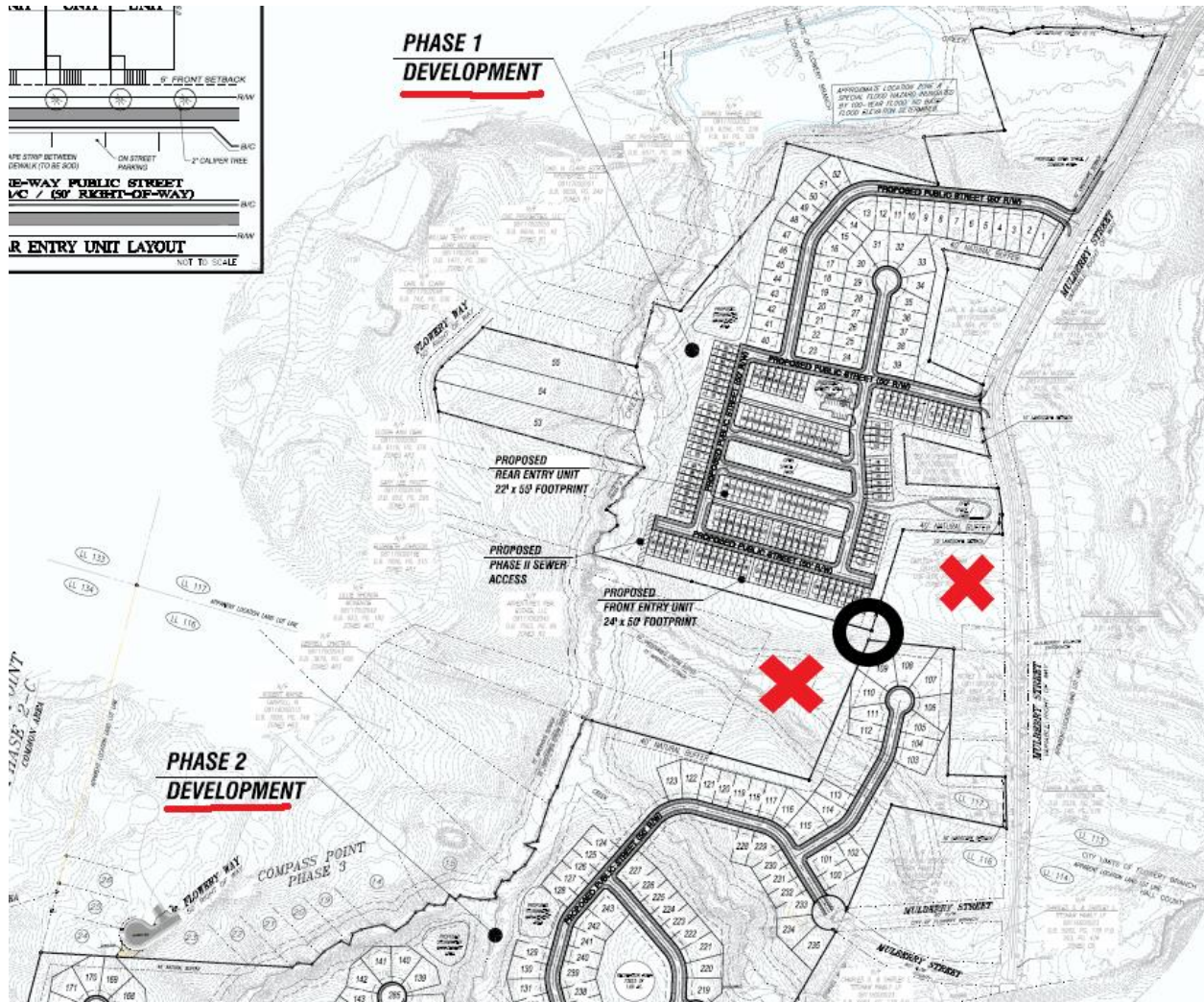
- (g) Existing use(s) and zoning of the subject property and nearby properties. *Currently vacant, the proposed use will fit in with, and enhance, the Mulberry/Phil Niekro corridor leading into downtown Flowery Branch.*
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. *Staff does not have a specific number regarding property value, but the current zoning classification of Light Industrial has not warranted any proposed development on the site(s) since its annexation/rezoning in 2014.*
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and a positive impact for downtown.*
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *N/A*
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.*
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.*
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.*

History

In 2014, the parcels in question were annexed and/or rezoned from multiple zoning (A, A III, R2) to M-1. There was no specific site plan associated with this project. However, a large industrial park was envisioned and recently Rochester Engineering provided a potential site plan for the area. This plan would require the City or developer to provide new public infrastructure. Additionally, this plan includes



In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land (possibly one or both parcels marked with a red X) in order to connect the phases.



The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning. but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.



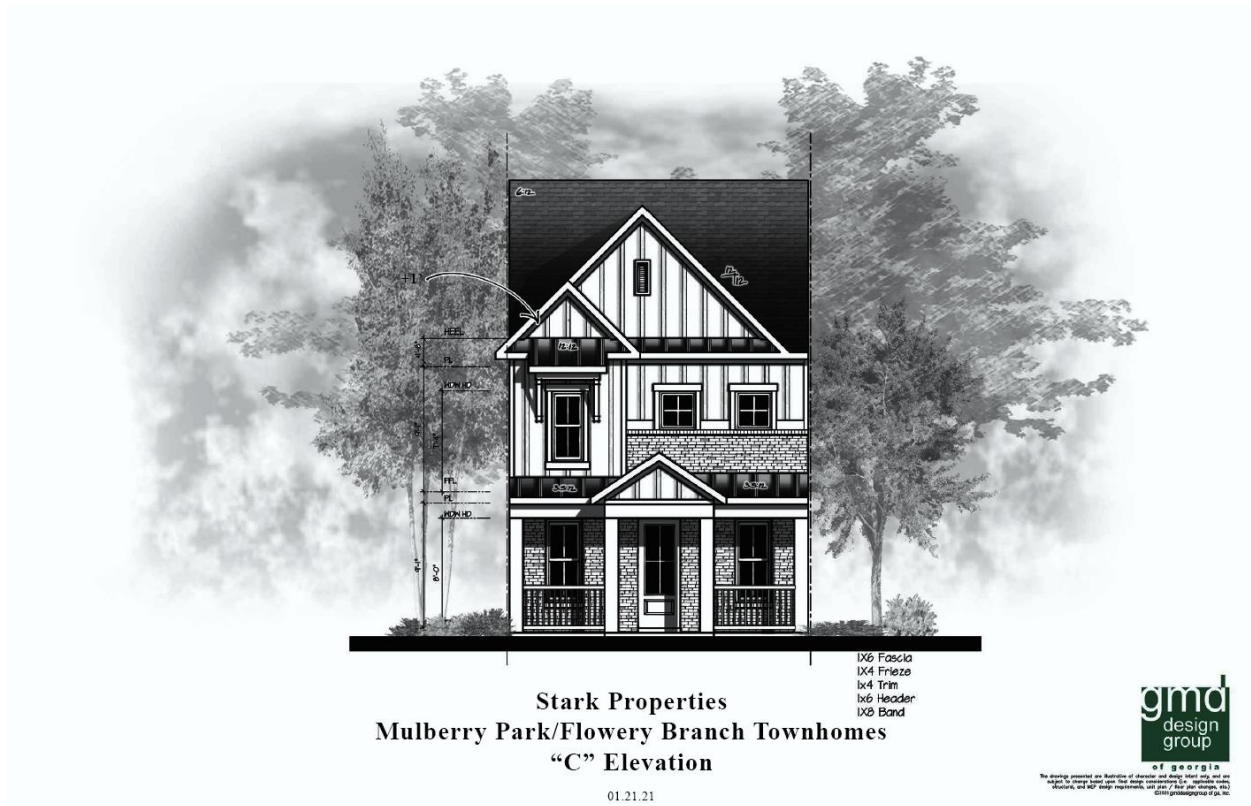
Stark Properties
Mulberry Park/Flowery Branch Townhomes
"B" Elevation

01.21.21

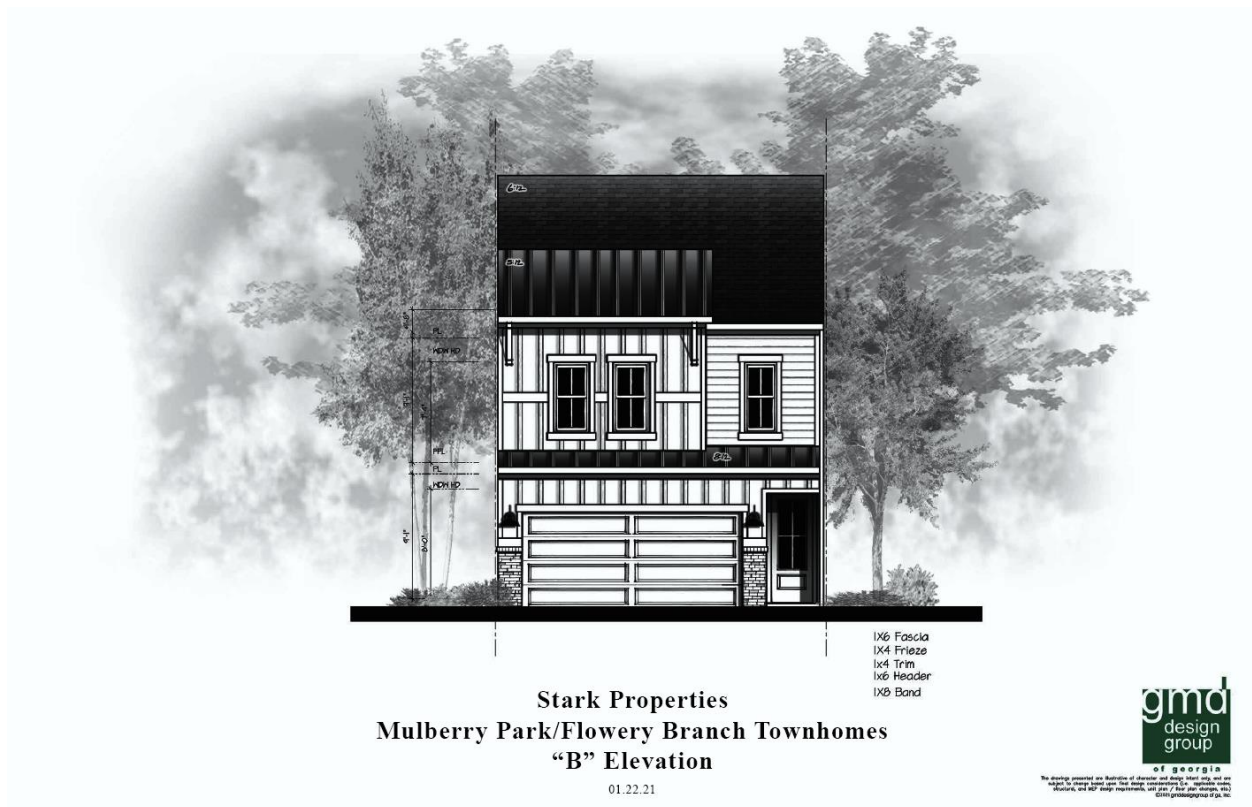
IX6 Fascia
IX4 Frieze
IX4 Trim
IX6 Header
IX8 Band

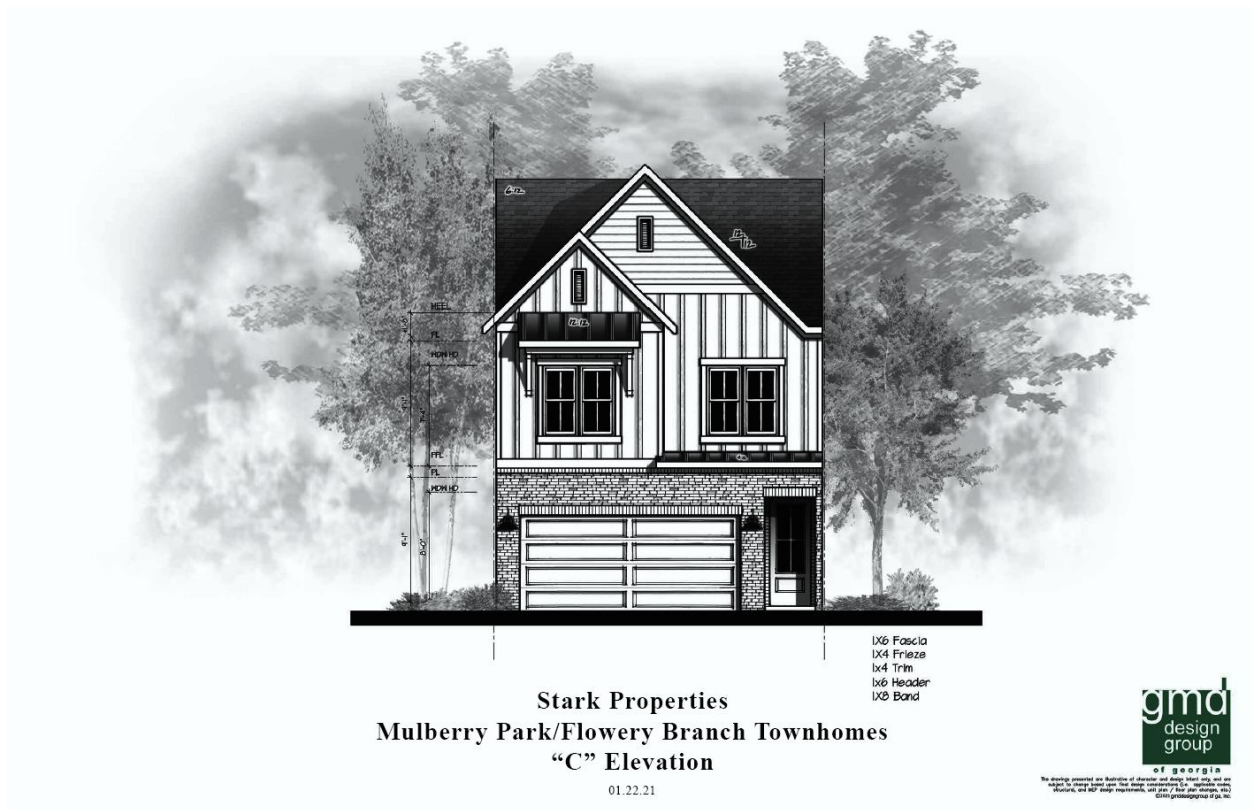


The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e., applicable codes, structure, and MEP design requirements, utility plan / floor plan changes, etc.)
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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Conditional Use Permit (CUP) submitted by Jeremy Crosby, JPC design and Construction, LLC. to build and operate a car wash in the Highway Business District zoning district.

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

A variance (see attached "staff report - VARIANCE") was applied for and granted by Council in October of 2018. This was a request to allow the gas pumps to be located in the front of the primary structure. During the variance process Council was shown a site plan detailing the proposed development. The development included a convenience store, gas pumps, a Burger King, and a car wash. The car wash requires a conditional use permit (CUP) in Highway Business (HB) zoning. This is the CUP request for the car wash portion of the project. The project is currently in the land development phase and has submitted and received approval for the convenience store/Burger King building.

FACTS AND ISSUES:

The CUP is issued through a resolution. It has been determined that one read and one vote is all that is acquired.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

It is staff's recommendation the CUP request to construct and operate a car wash submitted by Mr. Jeremy Crosby should be approved.

SAMPLE MOTION:

I make a motion to approve resolution 20-027 as presented and conditioned by staff.

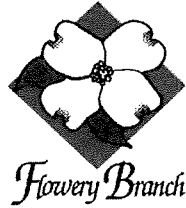
COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Application January 7 CC.pdf](#)
- [Resolution 200-027.pdf](#)
- [Staff Report - VARIANCE.pdf](#)
- [Staff report.pdf](#)
- [Powerpoint for Car Wash CUP.pptx](#)



CONDITIONAL USE PERMIT APPLICATION

City Provided Permit #

Date: 11-11-2020

Address of Request:

#5846 Phil Niekro Blvd., Flowery Branch,
GA 30542

Tax Map # 08114 002025 and 002030 Current Zoning: HB

Is this site located within the boundaries of the historic district? NO

Currently a conforming use? yes

Any conditions of zoning, CUP's, etc.? NO, Variance - yes

Applicant Information

Applicant: Jeremy Crosby, JPC Design and Construction, LLC

Address: P.O. Box 710, Jackson, GA 30233

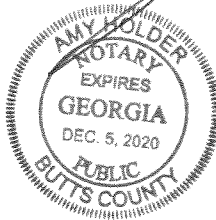
E-mail address: jcrosby@jonespetroleum.com

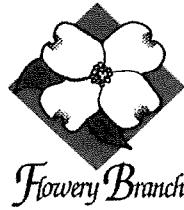
Phone number: 770-775-2386 office, 770-560-3527 cell

Signature: _____

Notary Seal:

Amy Holder





Property owner Information

Property owner (please print): William B. Jones

Address: 264 Alabama Blvd., Jackson GA 30233

E-mail address: bjones@jonespetroleum.com

Phone number: 770 - 775 - 2386

Signature: [Handwritten Signature]

Notary Seal:

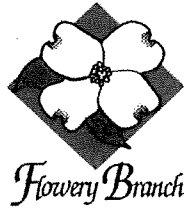
Dana Knight



Applicant Information Required at Time of Submittal

Please review the Flowery Branch Code of Ordinances, Appendix C, "Zoning Ordinance", Article 34, for complete requirements.

- Payment of \$350.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Detailed description of request
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

N/A

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

N/A

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

N/A

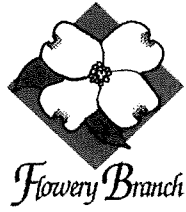
Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Officials Name

Amount of Description of Gift

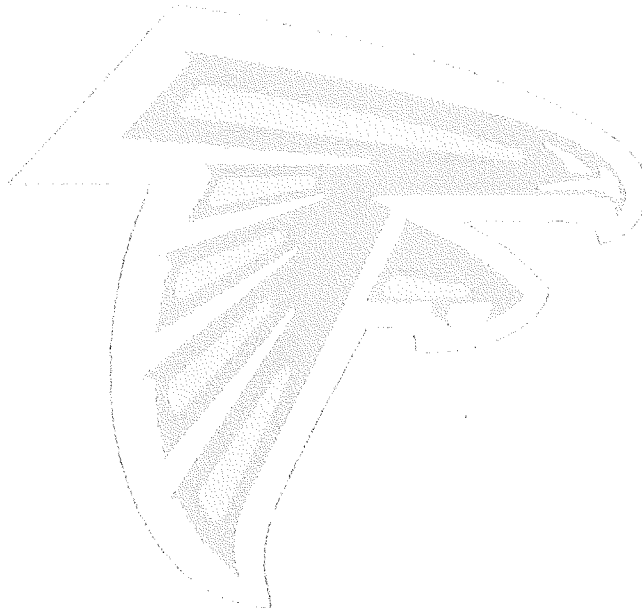
N/A



Received by City of Flowery Branch Staff on _____

Name: _____

Title _____



JPC Design and Construction, LLC
264 Alabama Blvd.
P.O. 710
Jackson, Georgia 30233

11/11/20

Mr. Rich Atkinson, Director
City of Flowery Branch Planning and Community Development
PO Box 757
5410 Pine St.
Flowery Branch, Georgia 30542

RE: Conditional Use Written Analysis and Detailed Description, Car Wash, 5840 Phil Niekro Blvd., Flowery Branch, Georgia.

Mr. Atkinson,

In consideration of Conditional Use for a Car Wash located at 5840 Phil Niekro Blvd., we ask that you consider these factors as they bear a reasonable relationship to the public health, safety, morality, and general welfare to the City of Flowery Branch.

We are proposing a Car Wash adjacent to the Jones Petroleum Convenience Store and Burger King. The Car Wash will have a proposed 3,400 SF building with 17 parking spaces with vacuum and detail stations. There will be access to enter the car wash from the front of the property, and the exit of the car wash will be in the rear of the property. We will adhere to all City Ordinances and Regulations, and all buildings will be architecturally compatible with the other buildings on our property.

Attached are criteria for consideration for the Zoning Administrator to make recommendations for the Governing Body.

- A. Whether the conditional use proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The existing uses of the adjacent and nearby properties are mixed highway commercial in general. The current zoning of our property is HB with a proposed convenience store and gas station with a Burger King attached and an out parcel for a future Car Wash. We are located directly at the intersection of I-985, which is a major commercial intersection. This Conditional Use should be suitable in view of the use and development of adjacent properties. The proposed building will be architecturally compatible with the convenience store and Burger King currently under construction.

- B. Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

The proposal will not adversely affect the existing use or usability of adjacent or nearby property. The proposal has adequate setback and inter parcel access and vehicular circulation into and out of the site, both in the front and rear of the property. There will be vacuum and detail stations on site as well. Vehicles will be able to enter the car wash in the front access and exit in the rear and there is a travel lane that circles behind the convenience store and Burger King where vehicles can exit onto Holland Dam Rd.

- C. Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.

A Conditional Use permit is required by the City of Flowery Branch in order to have a car wash use on the site. The site lends itself very well for the layout of the car wash. It is a small site, so commercial uses are limited for the parcel.

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

The proposed use will not cause excessive or burdensome use of streets, as there is adequate interior circulation on site to handle traffic flow. There are three access points into and out of the property already, as well as an existing red light at the intersection of Phil Niekro Blvd. and Holland Dam Rd. All utilities are available to the site as well. And there should be no impact on schools, as the request is commercial in nature.

- E. Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.

The proposal is in conformity with the policy and intent of the comprehensive plan. The Character area map shows this site as an Activity Center with retail business, services, and complimentary uses being allowed. A car wash would meet this requirement and a service and complimentary use. Also we will adhere to all regulations and City Design Standards.

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

There are no other existing or changing conditions affecting the use and development of the property.

- G. Existing use(s) and zoning of the subject property and nearby properties.

Existing zoning of the property and nearby properties are all HB (highway business). Existing uses of the subject property are a convenience store and Burger King and an undeveloped commercial parcel. There is a hotel to the south, and commercial shopping centers with retail business and restaurant uses to the north and east of the property.

- H. Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district, if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.

The property is currently zoned HB and had an existing Marathon Station with Subway on it. The property has been redeveloped to include a new Jones Petroleum convenience store with Burger King and now a proposed car wash. This has all been done to enhance the property and bring it to current development standards with adjoining property.

- I. Whether the proposed zoning map amendment of conditional use approval will be a deterrent to the value of improvement of development of adjacent property in accordance with existing regulations.

We do not feel that the conditional use approval will place a negative impact on adjacent property. It should have a positive impact.

- J. The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.

This does not apply.

- K. Possible effects of the change in zoning district map, or change in use, on the character for a zoning district.

There is no change in zoning requested.

- L. The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.

The current convenience store and Burger King has been designed to handle all storm water drainage for the entire property, including the proposed car wash. There will be minimal impact on the environment, as we will adhere to all of the City's sediment and erosion control ordinances during and after construction in complete.

- M. The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

We feel that the request is compatible with the overall zoning scheme and purpose of the Zoning Ordinance.

Your consideration in this proposal is greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Horne", followed by a long horizontal line extending to the right.

Mike Horne, Project Manager
JPC Design and Construction, LLC

03854
0243

000243

TRACT D

BEGINNING at an iron pin running in a direction South 26 degrees 08' 11" West a distance 0.86 feet, thence North 52 degrees 13' 35" West a distance 130.91 feet, thence North 57 degrees 36' 27" East a distance 21.26 feet, thence South 52 degrees 13' 35" East a distance 120.08 feet rounding a curvature of 368.49' in Radius, 19.46' in Length, Chord of 19.46', and a CH. Bearing of South 27 degrees 34' 21" West to said point of beginning. Said tract containing 0.058 acres.

This property is made subject to all easements, right-of-ways, set backs, ordinances, and restrictions of record.

docno.12073

RESOLUTION NO.20-027

A RESOLUTION OF THE CITY OF FLOWERY BRANCH CITY COUNCIL APPROVING A CONDITIONAL USE PERMIT TO OPERATE A CAR WASH AT 5840 PHIL NIEKRO PARKWAY; ALSO KNOWN AS TAX PARCELS 08114 002025 AND 08114 002030. A CUP IS REQUIRED TO OPERATE A CAR WASH IN HIGHWAY BUSINESS (HB) ZONING DISTRICTS.

WHEREAS, the City of Flowery Branch Code of Ordinances, specifically Article 9, Section 9.4 of the Zoning Ordinance, requires a conditional use permit to be approved by City Council for specific uses in the Highway Business (HB) District; and

WHEREAS, the City of Flowery Branch code requires said conditional use permit for the use (car wash) requested by the applicant; and

WHEREAS, the City of Flowery Branch desires to adhere to the requirements of all City codes; and

WHEREAS, Mr. Jeremy Crosby, JPC Design and Construction, LLC. has submitted a complete and accurate conditional use permit to the City; and

WHEREAS, City staff and City Council have reviewed the application and the accompanying documentation associated with said application; and

NOW THEREFORE BE IT RESOLVED, that the governing authority of the City of Flowery Branch, Georgia, hereby grants the applicant a conditional use permit to operate a car wash at 5840 Phil Niekro Boulevard as shown on Exhibit "A" which is attached hereto and incorporated by reference herein. All resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of the conflict. This resolution shall become effective on the date approved by the city council.

RESOLUTION NO. 20-027

Page 2

RESOLVED this _ day of ____ 2020.

James M. Miller, Mayor

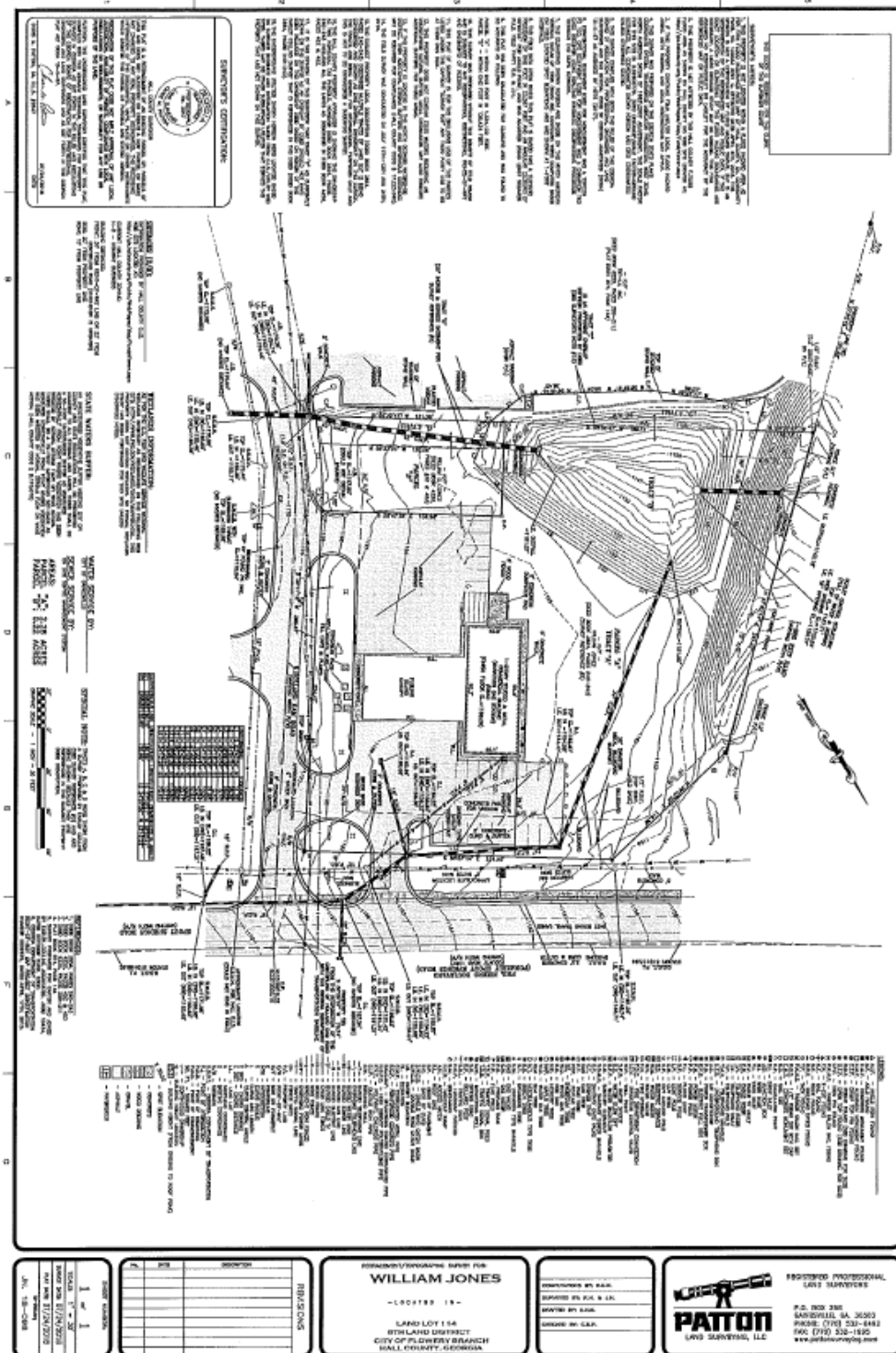
ATTEST

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"





VARIANCE
5840 Phil Niekro Boulevard

Applicant is JPC Design and Construction/Steven Rowland of Rowland Engineering.

Variance from the requirements set forth in the City of Flowery Branch Zoning Ordinance; Article 10, Development Requirements and Guidelines section 10.9 (f):

Convenience stores shall locate gas pumps behind the principal structure in order to effectively screen the pumps from view of the street.

Applicant believes they meet the criteria for granting a variance per Article 37, section 37.5 of the Flowery Branch Zoning Ordinance (see attached application).

Staff believes if Mayor and Council decides to grant the request allowing the gas pumps to be located in front of the principal structure the following conditions should be applied:

1. Landscaping plan shall be submitted to staff for review. A heavy buffer shall be provided along Phil Niekro Boulevard.
2. Lighting plan shall be submitted to staff for review.
3. Comprehensive sign plan for the entire site. Staff and applicant shall agree upon specific monument sign design that will include space for, or include, a "Welcome to Flowery Branch" message.
4. Stormwater shall be provided and shall be underground as submitted and approved via the Flowery Branch land disturbance requirements.
5. Principal structure shall be predominately brick.
6. Dumpster screening shall be consistent with the principal structure.
7. Gas canopies shall be designed to match the principal structure.
8. Secondary business (car wash) shall be designed to match the principal structure.
9. Plans shall include all conditions as set forth by City Council clearly printed on the front page with the date of Council approval.



Applicant: Jeremy Crosby, JPC Design and Construction, LLC.

Property Owner: William B. Jones

Subject Property: 5840 Phil Niekro Blvd.; Parcel # 08114 002025 & #08114 002030

Request: Conditional Use Permit (CUP) to construct and operate a car wash in HB zoning

Current Use: Vacant with an approved LDP and building permit for a Burger King/gas station

Character Area: Activity Center

Code:

Per the City of Flowery Branch Zoning Ordinance an HB zoned property who wishes to operate a car wash is required to obtain a conditional use permit.

Sec. 9.4. - HB, Highway Business District.

Purpose and Description . This zoning district is intended to implement the "commercial" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "activity center" and "mixed use" character areas established in the comprehensive plan. Centered at the interchange of Spout Springs Road and I-985, and also extending north and south along Hog Mountain Road, this zoning district will be an accessible center of businesses, services, and complementary uses, which may include traditional neighborhood development and mixed-use developments, contributing extensively to the economic base of the city.

Character . This district is dominated by commercial uses but also intended to accommodate mixed-use developments. A grid block pattern of streets (connected local network) is provided, along with sidewalks and street trees. Pedestrian accessibility is promoted, although most activity is via the automobile for access. Entrances, frontages, and building facades are softened with landscaping and low-lying identification signs.

Permitted and Conditional Uses . Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts." The widest possible range of uses is contemplated in this zoning district, except for industry and single-family, detached or manufactured homes. This character area is the proper place for big box retail, shopping centers, lodging and auto-related uses.

Dimensional Requirements . Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."



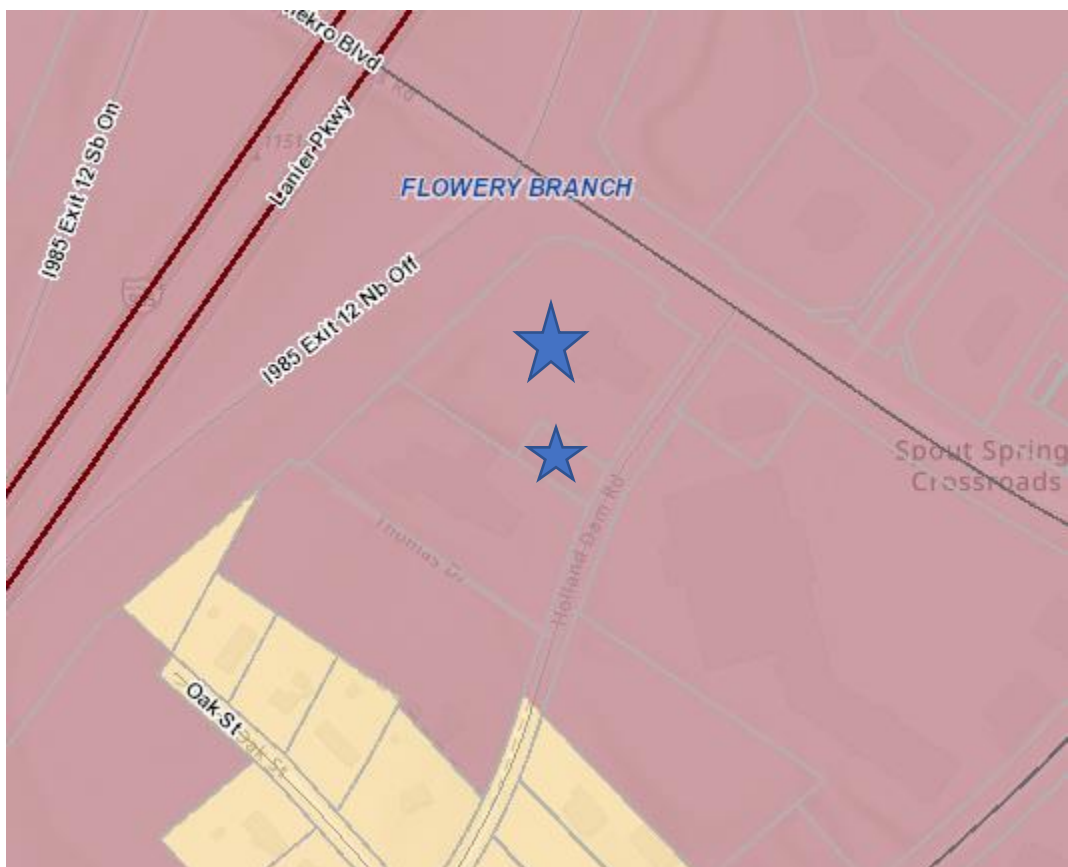
Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts
(P = Permitted Use C = Conditional Use X = Prohibited)

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Accessory building, structure, or use	P	P	P	P	P	P	P
Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment	C	C	P	P	P	X	X
Adult business (see Adult Entertainment of Code of Ordinances No. 360)	X	X	X	X	X	P	P
Agricultural processing	X	X	X	X	X	X	C
Aircraft landing area	X	X	X	X	X	X	C
Animal hospital or veterinary clinic	P	P	P	P	X	X	X
Animal rendering, slaughtering, and recycling plant	X	X	X	X	X	X	X
Animal shelter	X	P	X	C	X	P	P
Apparel manufacturing	X	X	X	X	X	P	P
Art gallery	P	P	P	P	P	X	X
Asphalt plant	X	X	X	X	X	X	C
Auction house or auction yard (excluding livestock)	X	X	X	X	X	P	P
Auction house or auction yard (including livestock)	X	X	X	X	X	X	P
Automated teller machines (accessory use)	P	P	P	P	X	P	P
Automobile sales and service establishment	X	X	X	P	X	X	X
Automobile sales without service	X	X	X	P	X	X	X
Automobile service establishment without sales	X	X	X	P	X	P	P
Bank or financial institution	P	P	P	P	P	X	X
Batching plant	X	X	X	X	X	X	C
Bed and breakfast inn	P	P	P	P	P	X	X
Big box commercial building	X	X	X	C	X	C	C
Borrow site	X	C	X	C	X	X	P
Botanical garden	P	P	P	C	X	X	X
Bottling or canning plant	X	X	X	X	X	C	P
Brewery or distillery	X	X	X	X	X	P	P
Broadcasting studio	P	P	P	P	X	P	P
Building material sales	X	X	X	C	X	P	P
Building sales establishment	X	X	X	C	X	P	P
Bulk storage	X	X	X	X	X	X	P
Business service establishment, not exceeding 2,500 square feet of gross floor area	C	C	P	P	P	P	P
Business service establishment, more than 2,500 square feet of gross floor area	X	X	X	P	P	P	P
Camp or campground	X	C	X	C	X	X	X
Car wash	X	X	X	C	X	P	P
Caretaker's residence	X	X	X	C	C	P	P
Carnival	X	X	X	C	X	X	P
Cemetery or mausoleum	X	P	X	C	X	P	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Sect. 14.3) (Ord. 348-11)	P	P	C	P	X	C	C
Clinic	P	P	P	P	X	X	X
Club or lodge, nonprofit, sponsored by a civic or similar organization	P	P	C	P	X	C	C
Club, private (Ord. 348-11)	X	C	X	C	X	X	X
Cold storage plant or frozen food locker	X	X	X	X	X	P	P



Property:

The subject property is located at 5840 Phil Niekro Blvd; tax parcel identification numbers 08114 002025 & 08114 002030. The property is currently zoned Highway Business (HB).





Previous case for this site approved on October 4, 2018.

VARIANCE STAFF REPORT

Applicant is JPC Design and Construction/Steven Rowland of Rowland Engineering.

Variance from the requirements set forth in the City of Flowery Branch Zoning Ordinance; Article 10, Development Requirements and Guidelines section 10.9 (f):
Convenience stores shall locate gas pumps behind the principal structure in order to effectively screen the pumps from view of the street.

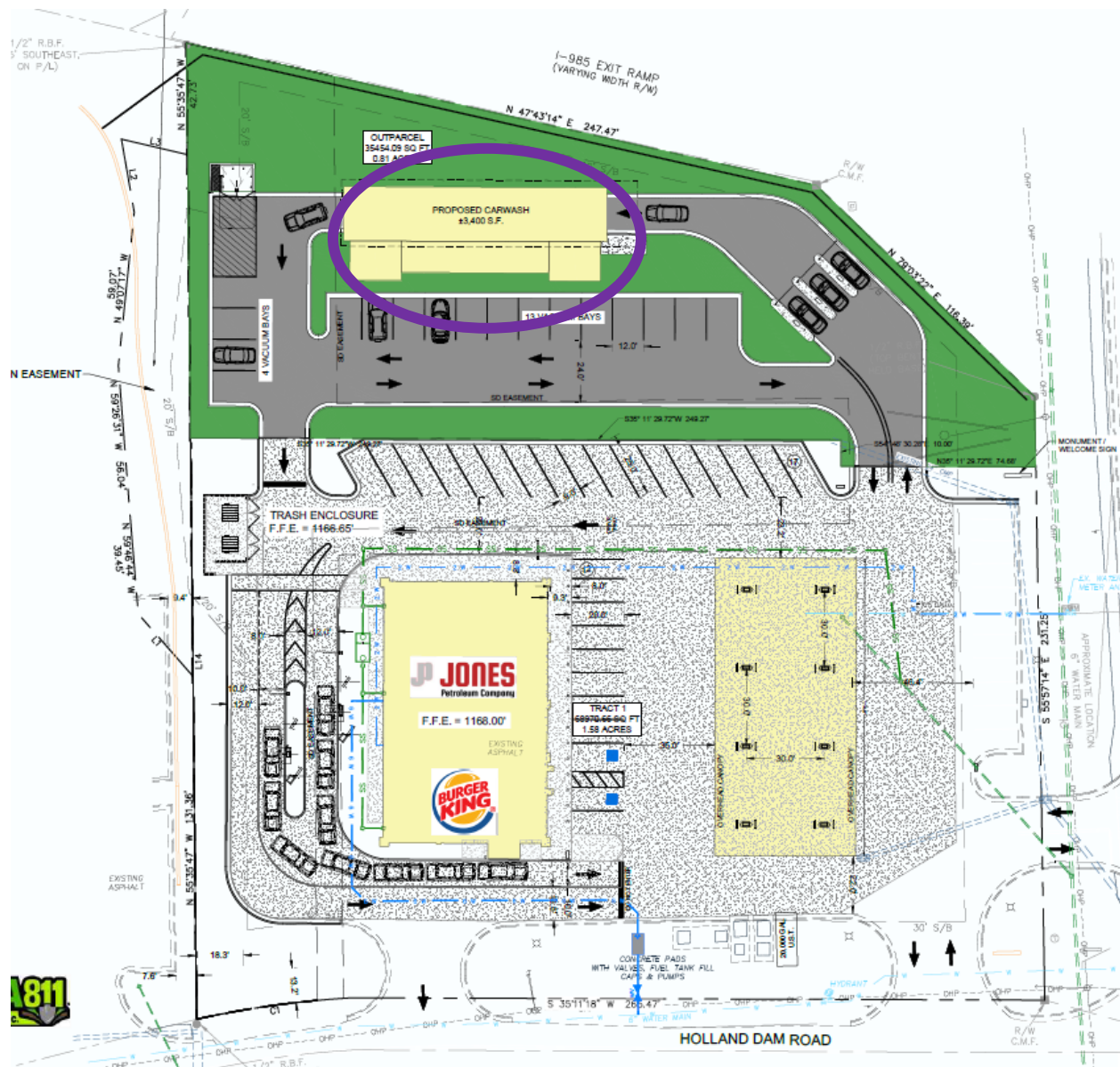
Applicant believes they meet the criteria for granting a variance per Article 37, section 37.5 of the Flowery Branch Zoning Ordinance (see attached application).

Staff believes if Mayor and Council decides to grant the request allowing the gas pumps to be located in front of the principal structure the following conditions should be applied:

1. Landscaping plan shall be submitted to staff for review. A heavy buffer shall be provided along Phil Niekro Boulevard.
2. Lighting plan shall be submitted to staff for review.
3. Comprehensive sign plan for the entire site. Staff and applicant shall agree upon specific monument sign design that will include space for, or include, a "Welcome to Flowery Branch" message.
4. Stormwater shall be provided and shall be underground as submitted and approved via the Flowery Branch land disturbance requirements.
5. Principal structure shall be predominately brick.
6. Dumpster screening shall be consistent with the principal structure.
7. Gas canopies shall be designed to match the principal structure.
8. Secondary business (car wash) shall be designed to match the principal structure.
9. Plans shall include all conditions as set forth by City Council clearly printed on the front page with the date of Council approval.



Car wash proposed location and layout:





CUP Requirements:

Sec. 34.7. Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the City Council in the decision-making process.

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The subject property lies within a commercially zoned area. The use (car wash) is suitable for the area.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *A commercial use at this location is suitable and will not adversely affect nearby properties.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *Currently zoned HB (Highway Business) many commercial uses are suitable. The property has a reasonable economic use with or without the issuance of this CUP.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *No, the use would not be burdensome on infrastructure or the school system.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *The current character area for this site is "Activity Center". A car wash, in this instance, is in conformity with the comprehensive plan.*
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. *The site is approved for a Burger King/Gas Station and the addition of a car wash would be acceptable for the site and may be a welcomed addition to the area.*



- (g) Existing use(s) and zoning of the subject property and nearby properties. **The subject property is surrounded by commercially zoned properties.**
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. **N/A**
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. **The use should not be a deterrent in any manner to the adjacent properties.**
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts **A CUP does not create a new zoning designation.**
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. **None.**
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. **None. It will be designed and built to current standards.**
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance **The use meets the intent of the zoning ordinance.**

Staff Recommendation:

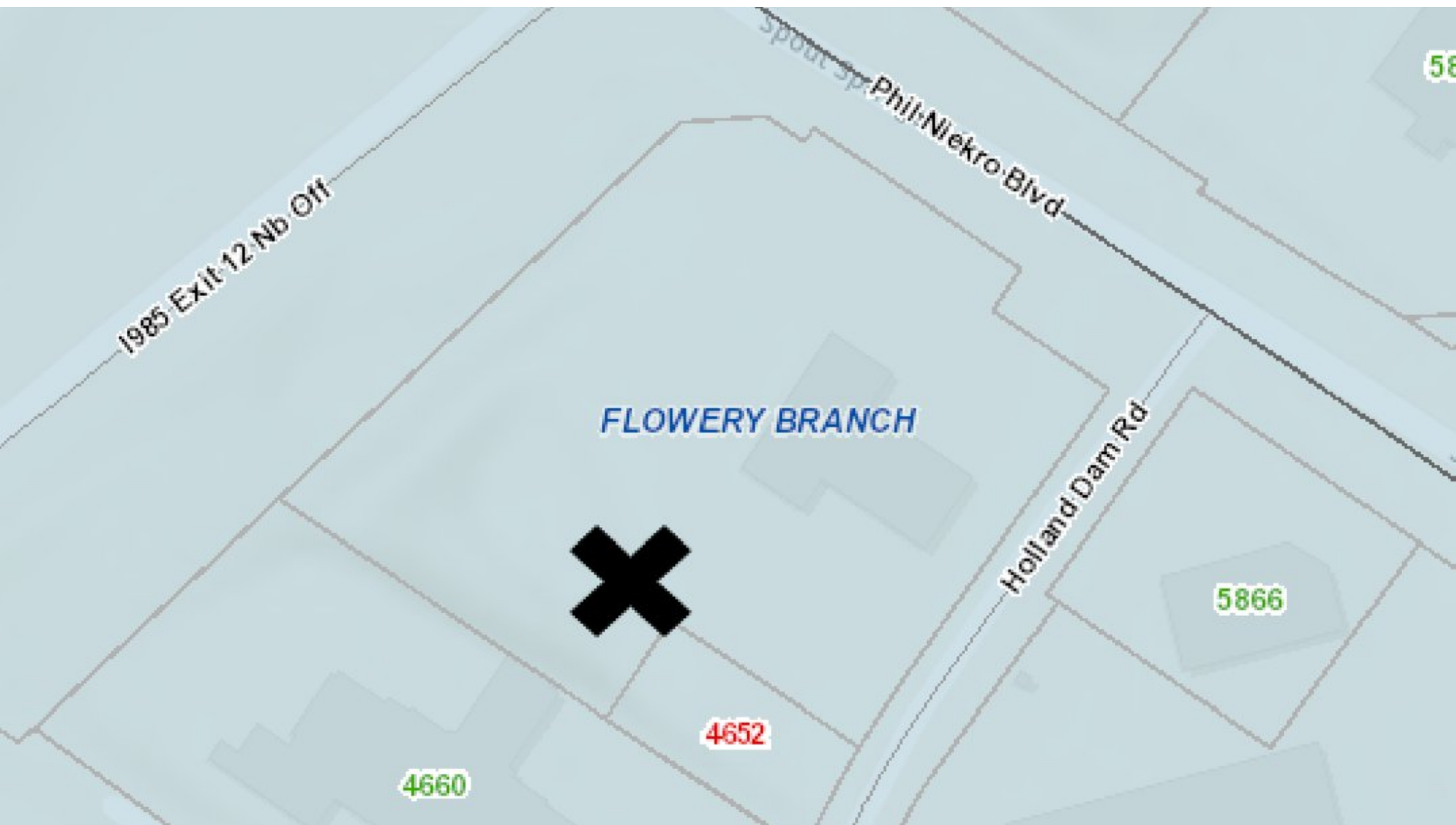
It is staff's recommendation that the CUP request to construct and operate a car wash submitted by Mr. Jeremy Crosby should be approved.

CONDITIONAL USE PERMIT

Car Wash

*JPC Design and
Construction, LLC.*





STAFF RECOMMENDATION

- Approve as submitted
- No additional conditions requested
- Per conditions of previously approved variance:
Secondary business (car wash) shall be
designed to match the principal structure



ELEVATIONS FOR BK/ CONVENIENCE STORE





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Work session discussion for ordinance 623 a rezoning request submitted by Mr. Bret Clark.

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

Mr. Bret Clark (who was approved and is currently working on the McEver self-storage project) has submitted an application to rezone 5519 McEver Road from A (Agriculture) to HB (Highway Business) and R-3 (Multi-family) with the intent to construct a townhome/commercial mixed-use project. The parcel is approximately 11.34 acres and is currently vacant.

Updated information will be shared with Mayor and Council prior to or at the meeting of March 4, 2021.

FACTS AND ISSUES:

Mr. Clark and staff are working through the proposed design and layout. Attached please see Mr. Clark's original proposal (Combined Bret Clark Files) and a proposed alternate design that Mr. Adam Williams of TSW did for the City (FB McEver Concept and Elevations). Mr. Clark was pleased with the TSW proposal and is working with his engineer to see if it will work with the topography.

Staff is in full support of the project and is confident a final design will be agreed upon prior to the final read and vote of this ordinance. If approved at the first read, conditions of zoning (including a binding landscape plan) will be finalized and submitted for review prior to the second vote.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Discuss updated information and conditions of zoning for this case. Final vote is scheduled for March 18, 2021.

SAMPLE MOTION:

No vote at this time.

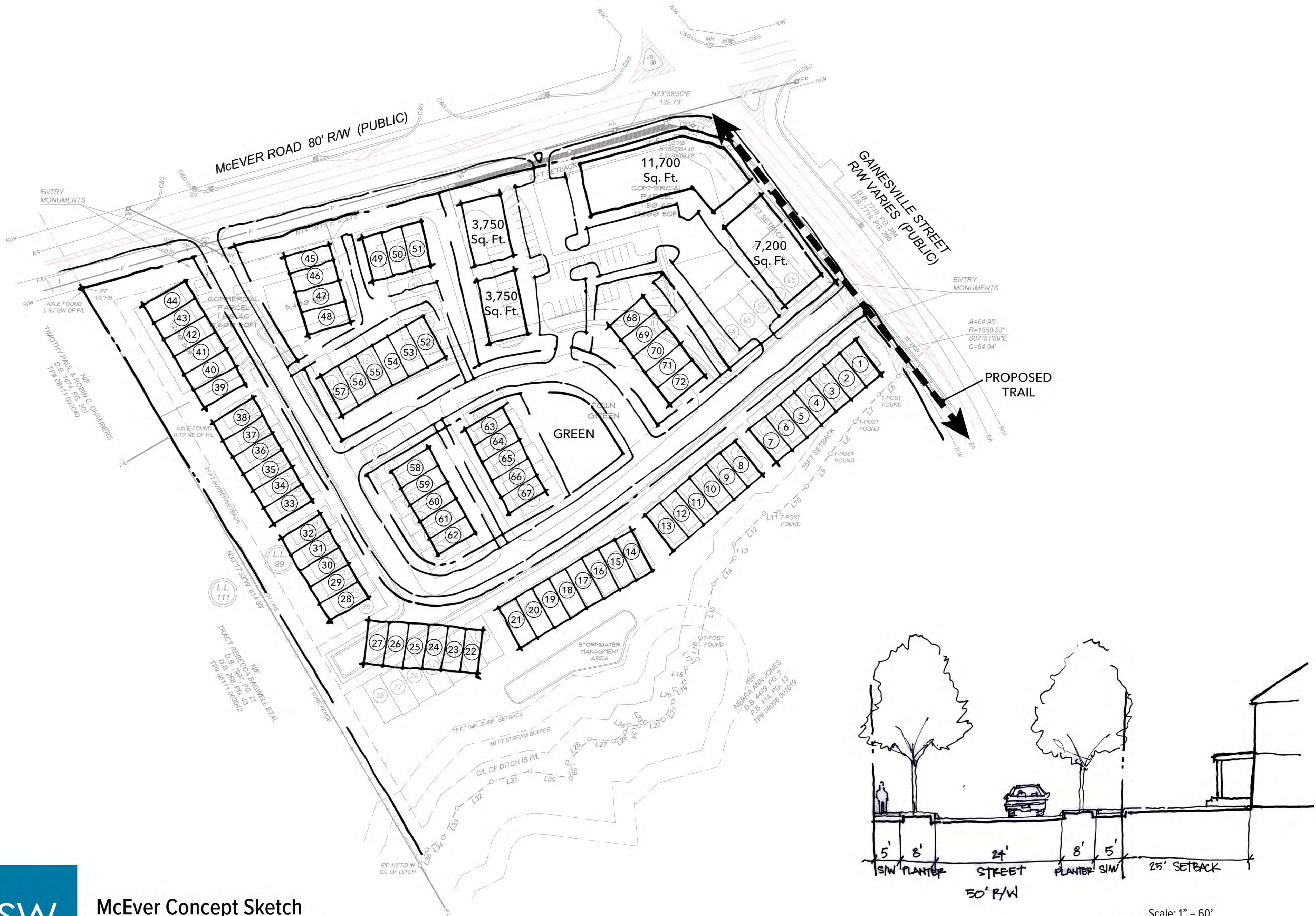
COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

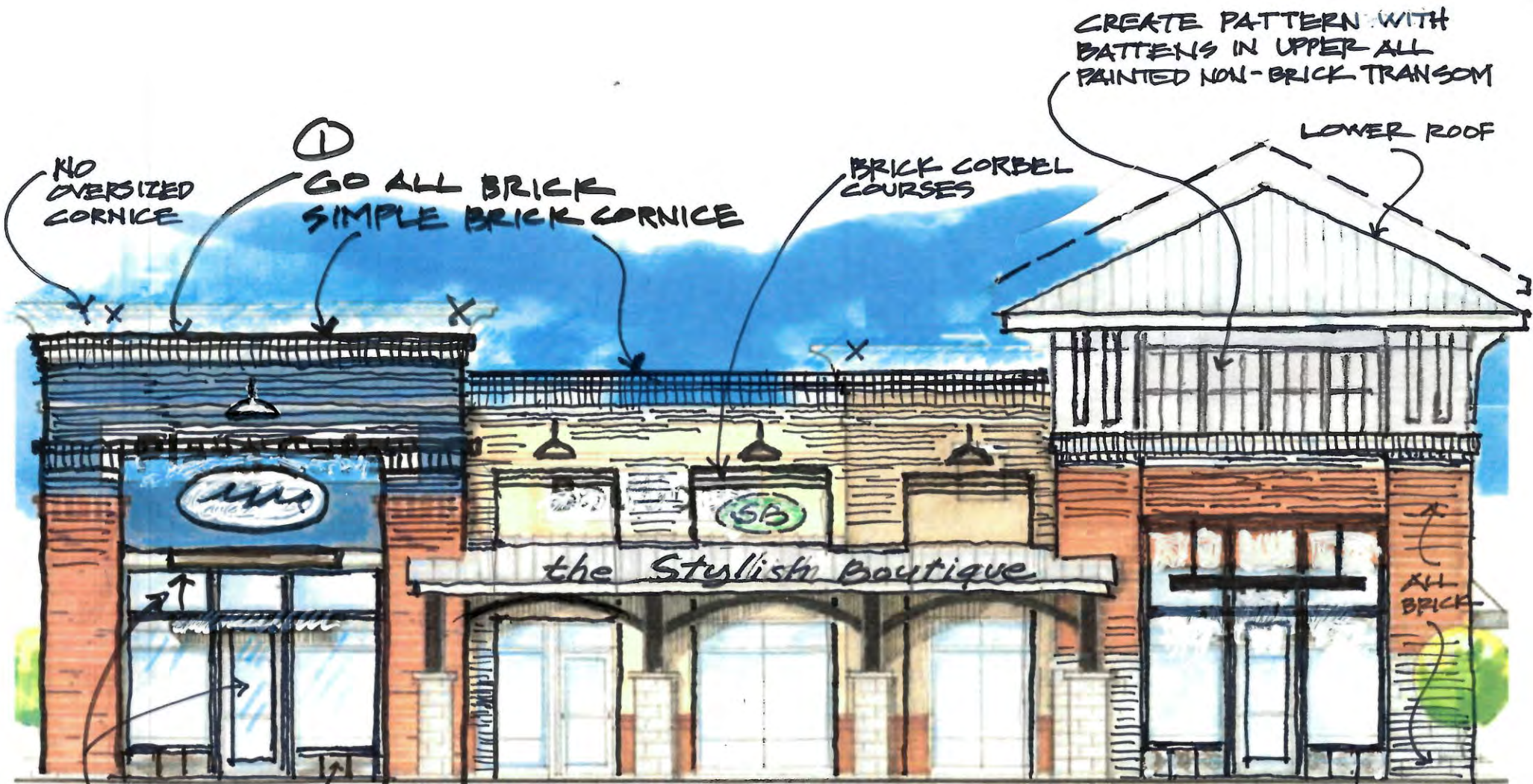
ATTACHMENTS

- [FB McEver Concept & Elevations Compressed.pdf](#)
- [Combined Files Bret Clark.pdf](#)
- [Staff Report Bret Clark McEver Mixed-Use.pdf](#)
- [UPDATED site plan for Feb 4](#)
- [Council Questions for Feb 4.pdf](#)
- [Ordinance 20-623 Bret Clark McEver-Gainesville.docx](#)





retail C front elevatic⁹⁵



②
RAISE CANOPY;
USE 8' DOOR

18-20" HIGH
WINDOW "BASE"

TSW SUGGESTIONS retail C front elevation

J. SPANGLER AIA
TSW

GENERAL COMMENTS: 12/17/2020

1. TOO BUSY - GO WITH 3 VOLUMES INSTEAD OF 4
2. GO MOSTLY BRICK FOR NON-GLASS AREAS
3. TRY FOR TALLER DOORS & WINDOWS AS SHOWN
4. USE GOOSE NECK INDUSTRIAL LIGHTS AS SHOWN



TH #1

1. GO WITH 100% WALL SHAKES INSTEAD OF MIXING SHAKES & HORIZ. SIDING
2. FIND WAY TO RAISE MAIN ROOF RIDGE

TH #2

1. GO 100% BOARD & BATTEN
2. ADD BRICK OR REAL STONE "BASE".
3. COLOR CHANGES ON THE DIFFERENT VOLUMES OK.

TH #3

1. GO WITH MOSTLY WALL SHAKES
2. CREATE EYEBROW DETAIL OVER GARAGE DOOR

TH #4

1. STICK WITH FLAT WDW HEAD TRIM ON ALL WINDOWS.
2. CONSIDER SMALL 3-BAY PORCH TO ADD VARIETY
3. SEE TSW PHOTO OF OUR TRADITIONAL TH IN OFF WHITE COLOR - CONSIDER A PALETTE OF OFF-WHITES; SOFT GRAYS; SAND FOR THE PROJECT

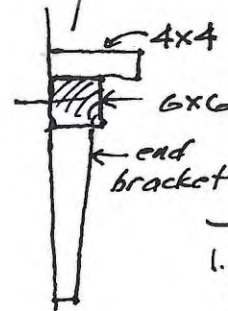
← showing higher ridge

shakes not lap siding

* No phony stone; use real stone or use brick on the TH base.

SHINGLES HERE; NOT HORIZ. LAP

PORCH ✓



BRICK
SHINGLES

✓ PORCH BRICK

12/17/2020
GENERAL COMMENTS / SUGGESTIONS: J. Spangler

1. Use more of the same siding material on the Townhome. More farmhouse simple.
2. Your woodland colors look good & work well together. But maybe consider a palette of off whites; grays; ^{as a} fresh look.
3. Consider use of the garage eyebrow detail on all 4 THs as an element of continuity.





City of Flowery Branch Planning and Community Development
5410 Pine Street
Flowery Branch, GA 30542

October 29, 2020

RE: Rezoning request of 5519 McEver Road (TP 08099 000007)

To Whom It May Concern:

Ridgeline Land Planning, Inc. is requesting to rezone 11.338 acres located at 5519 McEver Road from A (Agriculture) to HB and R-3 as shown on the included site plan. The proposed rezoning is to allow development of a mixed-use community consisting of 68 single-family attached townhomes and 35,100 square feet of Neighborhood Commercial space. Site densities are 7.69 units per acre for the residential portion and 0.32 FAR for the commercial area. Residential exterior materials will consist of brick, stone, and cementitious siding. The Commercial materials will match or compliment the residential materials to create a cohesive community design. Residential building height will be a maximum of 35 feet. Commercial building heights will not exceed 40 feet in height.

The subject property lies within the Neighborhood Commercial character area designated in the Comprehensive Plan. Major features of the Neighborhood Commercial character area are "Pedestrian accessibility is promoted via sidewalks connected to nearby neighborhoods". By providing single family attached townhomes to the rear of the subject a walkable mixed-use neighborhood will be created that is consistent with the intent of the comprehensive plan.

Constitutional Objections

Facially and as applied to the Property, the specific portions of the City of Flowery Branch Comprehensive Plan and zoning ordinance which restrict the Property to any zoning classification, conditions, uses, or to any development other than those proposed by the Applicant are unconstitutional because they would abolish or damage the Applicant's property rights without paying adequate, fair, and just compensation for such rights, in violation of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

Facially and as applied to the Property, the application of the City of Flowery Branch ordinances or Comprehensive Plan which restrict the Property to any zoning classification, conditions, uses, or to any development other than the proposed by the Applicant is unconstitutional, illegal, null, and void, constituting a taking and/or damaging of Applicant's Property by denying Applicant all

economically viable use of its land while not substantially advancing legitimate state interests in violation of the United States Constitution's Just Compensation Clause of the Fifth Amendment and the Equal Protection and Due Process Clauses of the Fourteenth Amendment and the Constitution of the State of Georgia of 1983.

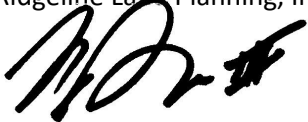
The denial of this application would be an arbitrary and capricious act by the City of Flowery Branch without any rational basis, thus constituting an abuse of discretion in violation of the Constitution of the State of Georgia of 1983 and Due Process Clauses of the Fourteenth Amendment to the United States Constitution.

A refusal by the City of Flowery Branch to approve this application for the Property would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution.

The applicant and stakeholders respectfully request approval of this application and welcome the opportunity to meet with The City of Flowery Branch Planning and Community Development staff, Planning Commission, and Mayor and Council to discuss any questions or concerns regarding the application.

Respectfully,

Ridgeline Land Planning, Inc.

A handwritten signature in black ink, appearing to read 'Holt Persinger', with a stylized flourish at the end.

Holt Persinger, RLA



Zoning Analysis – 5519 McEver road

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The proposed use is compatible with the surrounding development

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

The proposed community will be compatible with the adjacent commercial and residential uses.

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.

The current agricultural use is not economically viable in relation to the surrounding development.

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

The proposed development would not create an excessive burden on existing infrastructure.

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.

The proposal is in conformance with the comprehensive plan and proposed character area.

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

The development of the surrounding area supports the proposal as growth continues along the McEver Road corridor.

(g) Existing use(s) and zoning of the subject property and nearby properties.

Properties North of the subject across McEver Road are zoned NS and are currently under commercial uses. The property to the East across Gainesville street is developed as a residential community.

(h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.

The existing agriculture zoning is not economically viable considering the existing surrounding development.

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

Adjacent properties are mostly developed with compatible uses.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.

The proposal will not create an isolated or unrelated district. The proposed commercial and residential uses blend with the existing commercial and residential at the intersection of McEver Road and Gainesville Street.

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.

The proposal is in keeping with the current uses and character of the area.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.

All NPDES guidelines will be implemented during and after development to minimize environmental impacts.

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

The proposal conforms to the character area designated in the Comprehensive plan.



Applicant: Bret Clark

Property Owner: McEver Road, LLC.

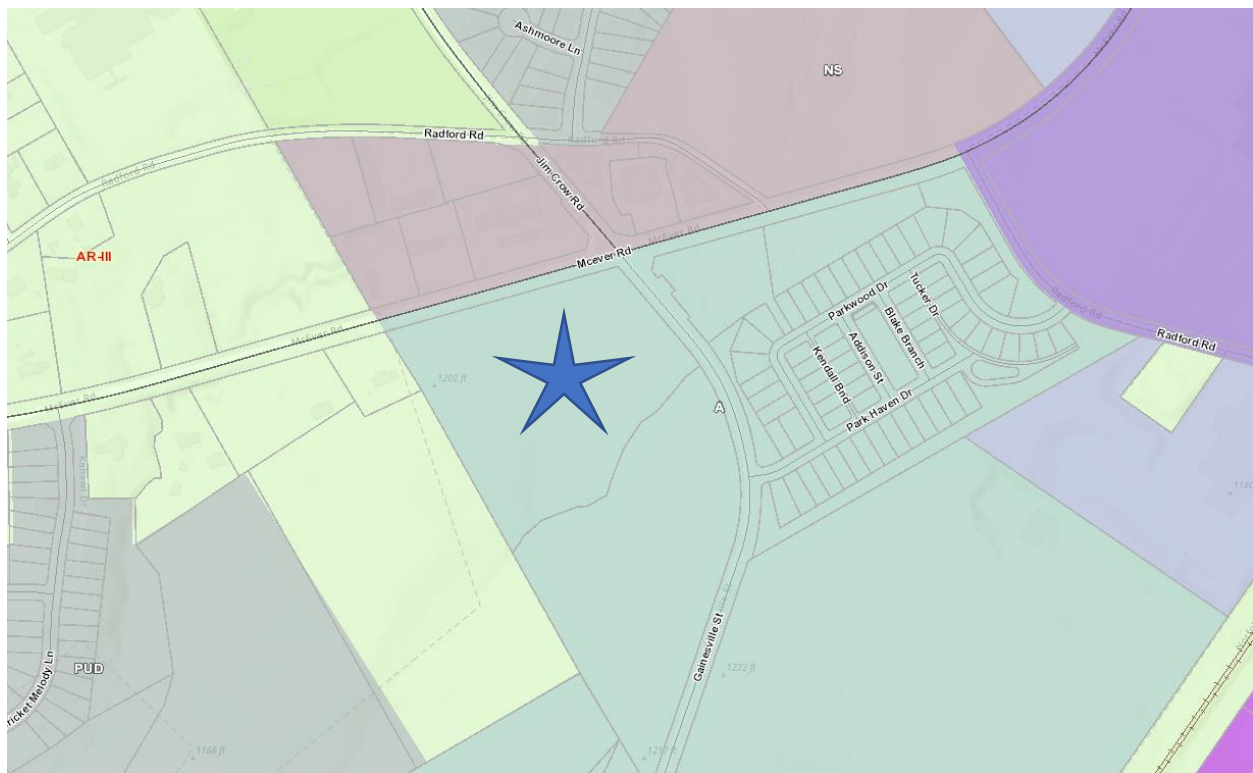
Subject Property: 5519 McEver Road; 08099 000007; 11.34+/- acres

Request: Rezone from A (Agriculture) to HB (Highway Business) and R-3 (Multi-family) proposal is to construct a mixed-use development of townhomes and commercial outparcels

Current Use: Vacant

Character Area: Neighborhood Commercial

5519 McEver Road; currently zoned A (Agriculture):





Neighborhood Commercial

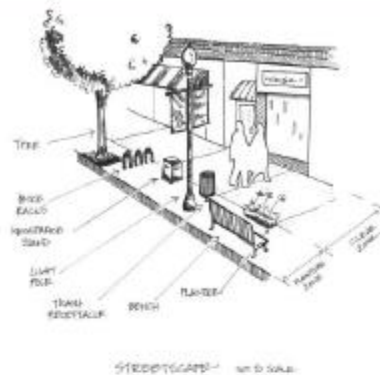
VISION: Attractive, non-auto related neighborhood businesses and services, with distinctive architectural features and a scale compatible with pedestrians and connected to adjacent residential neighborhoods.

USES AND INTENSITIES: Neighborhood-serving commercial intensities are within a range of approximately 10,000 to 15,000 square feet of building space per acre. Business establishments do not generally exceed 25,000 square feet in any one tenant space, to keep the bulk and intensity in scale with the needs of adjacent neighborhoods.

MAJOR FEATURES: Pedestrian accessibility is promoted via sidewalks connected to nearby neighborhoods, but uses are mostly reliant on the automobile for access. Nonetheless, buildings and developments are scaled to be compatible with and promote pedestrian activity. Open space is limited to suburban plazas or small open spaces. Three-story height limit. Entrances, frontages, and building façades are softened with landscaping and low-lying identification signs.

REGULATIONS: This character area will be implemented with a neighborhood commercial zoning district. Design guidelines will be provided, and neighborhood commercial projects will be required to complete design review. Minimum 15 percent of the lot is open space or landscaped.

QUALITY COMMUNITY OBJECTIVES IMPLEMENTED: Appropriate business, employment options, transportation alternatives, sense of place.



© Jerry Wertz & Associates, Inc.
Planning & Development Consultants

Illustrative Pedestrian Features



Outdoor Seating and Attractive Lighting



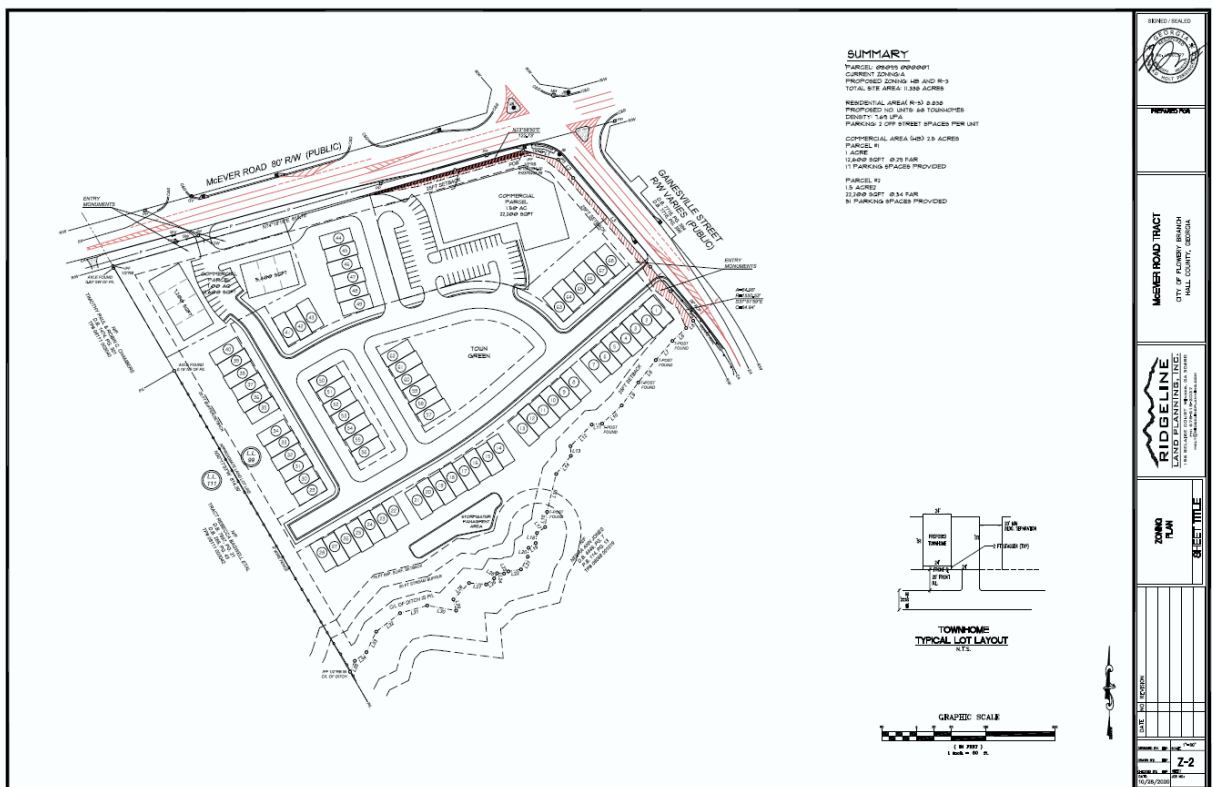
Quality, Compatible Architectural Design Including Signage



The Comprehensive Plan designates this parcel as a Neighborhood Commercial character area. The project includes a commercial component that meets the intent of this character area but adds a townhome component. Staff feels under the current economic climate and the state of retail/commercial building it is unrealistic to envision an 11-acre small scale commercial project on this site. This property is a gateway to our downtown and adding a mixed-use project to this corner will help the continued development of downtown while providing services to the McEver Road corridor.

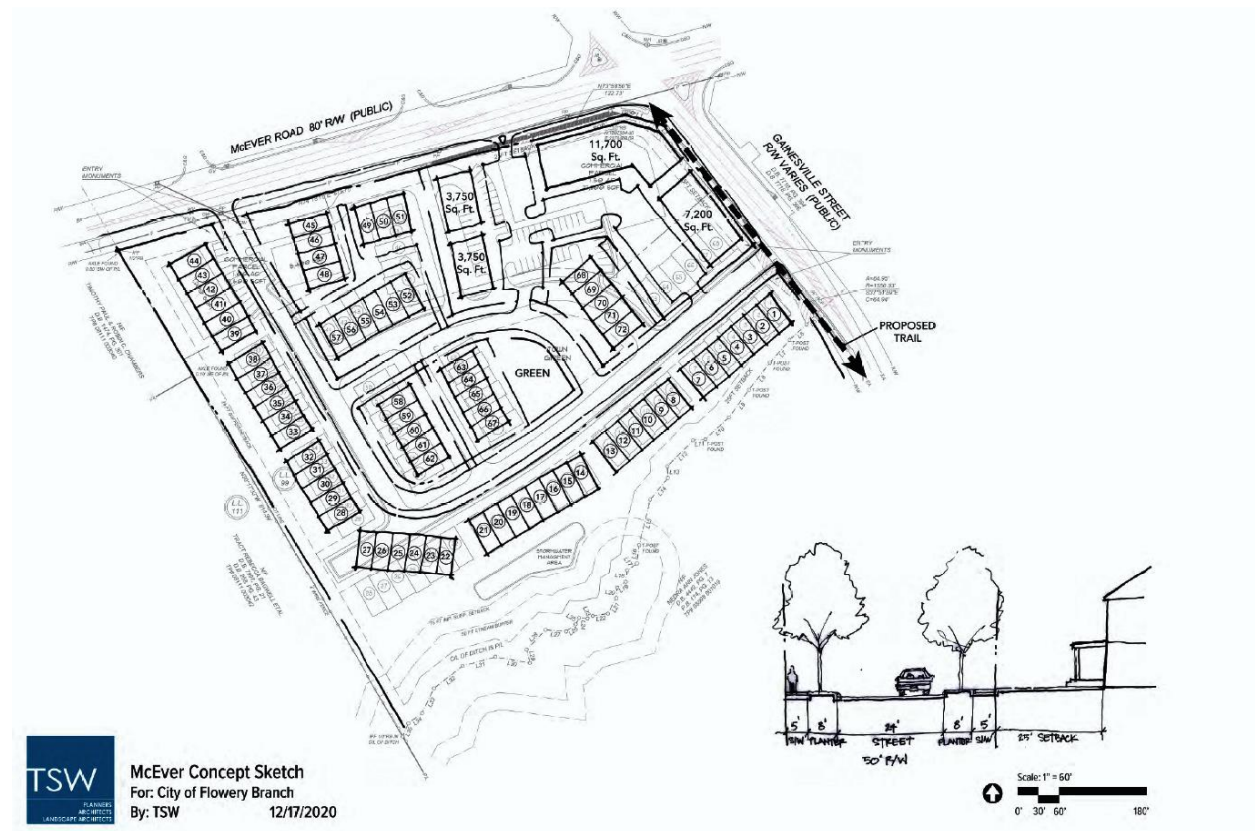
Plan (s)

Bret Clark:





TSW:



Staff Recommendation

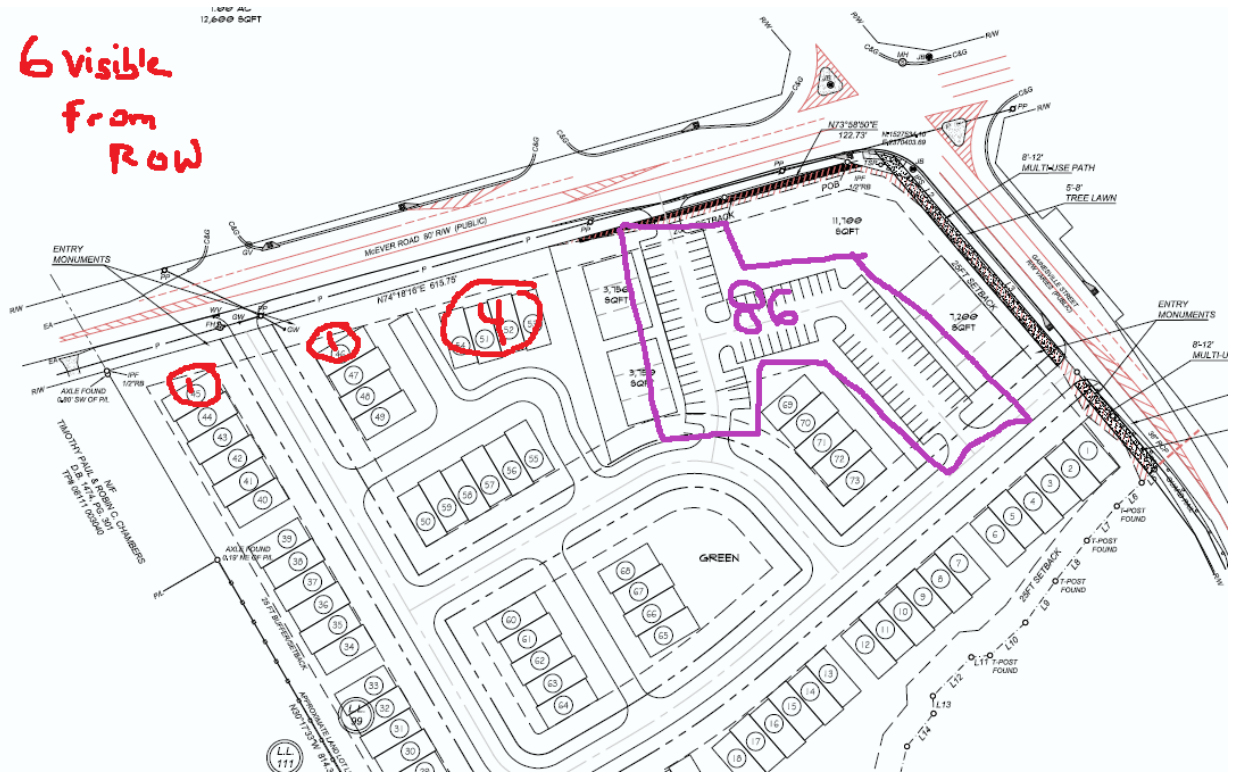
The concept of a mixed-use works for this parcel as it provides an attractive gateway project. The ordinance and conditions of zoning will be worked on as we move forward in the process. There is no vote at the January 7th City Council meeting. Staff is confident that a complete plan will be solidified prior to the upcoming vote.

Council Questions – Mr. Clark's responses – Staff Input

- 1) Buffering/Screening plan on all four sides of the property. We're showing a 25' buffer around the property already and the site is heavily wooded. I was going to do landscaping along McEver and Gainesville Street comparable to what I submitted for the self storage. In regards to landscaping, the self-storage and townhome project across the street are attempting to make that side of McEver consistent in its appearance.
- 2) What degree of right away enhancements: sidewalks? curbing? stormwater? landscape? Sidewalks, curb & gutter and street trees and shrubs along the ROW. Final landscape plan would need to be approved at LDP.
- 3) How many acres will be devoted to the commercial property including parking? 1.5+- acres
- 4) How many parking spaces? It will meet code requirements but its currently at 232 spaces. Approximately 26,100 square feet of retail served by 86 spaces and two car garages with long driveways for the townhomes (which meets code). The retail depends on the uses but should average around 1 space per 275 square feet (per code) which means around 96 required spaces. This is around 10 spaces short for the current layout but would vary upon the use. A condition of zoning could be put in place to ensure whatever is constructed will meet the parking requirements for the intended use.
- 5) Screening between commercial and residential? Low growing shrubs, bushes and ornamental trees but not overwhelming as I'm trying to integrate the commercial into the residential. The two uses should interact and compliment each other.
- 6) Acreage/square footage of green space Holt is working on a revised plan to replace the two 7 unit buildings with 6 units and the one 8 unit building down to six as well and as soon as I get the plan we can calculate the overall green space. Appears to be at 20% on the updated plan.
- 7) Amenities? Outdoor fire place, park benches for seating, sidewalks and a small trail internal trail along the creek and we have the 12' sidewalk along Gainesville Street to take the residents down town.
- 8) Driveway length? 23' from back of curb This meets code.

I do not like the idea of a long row of blocked hardy plank (back of the townhomes) going down Gainesville St and McEver, especially so close to an intersection. Thought should be given to rear loading the townhomes that are situated along the perimeter of McEver and Gainesville St. allowing the front of the townhomes to face both streets. I'm only showing 6 units that are visible from McEver or Gainesville Street.

6 visible
from
ROW



Public Hearing Published 12/09/2020
Public Hearing 01/07/2021

First Reading 02/18/2021
Adopted 03/18/2021

ORDINANCE NO. 20-623

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA, BY REZONING AN 11.34 +/- ACRE TRACT OF LAND OWNED BY 5519 MCEVER ROAD, LLC. COMMONLY KNOWN AS 5519 MCEVER ROAD, IDENTIFIED AS TAX PARCEL 08099 000007 AS SHOWN ON ATTACHED EXHIBIT “A”, AS DESCRIBED ON EXHIBIT “B”, FROM A (AGRICULTURAL) TO R-3 (MULTI-FAMILY RESIDENTIAL) AND HB (HIGHWAY BUSINESS) SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, 5519 McEver Road, LLC. desires to develop an 11.34+/- acre tract of land identified as tax parcel 08099 000007; shown on Exhibit “A”; and legally described on Exhibit “B”; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit “C”; and

WHEREAS, the City Council of the City of Flowery Branch has considered the rezoning application of 5519 McEver, Road, LLC in conjunction with the standards set forth in Article 34 - Section 34.7 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, 5519 McEver, Road, LLC. has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting to be rezoned and whereas a survey and complete description of the land to be rezoned is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of January 7, 2021 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed rezoning of the parcel from Flowery Branch A (Agricultural) to Flowery Branch R-3 (Residential Multi-Family) and HB (Highway Business) is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.
3. The property shall be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.
4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. The proposal is in conformity with the policy and intent of the comprehensive plan and the character area map and future land use plan map.
6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.
7. No determination has been made by staff with regard to the value differential between development under the current A (Agricultural) as opposed to the proposed R-3 (Residential Multi-Family) and HB (Highway Business).
8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
9. There are no known adverse effects that would result from the changes to the R-3 and HB zoning districts.
10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit “A” and as legally described in Exhibit “B” shall be rezoned R-3 (Residential Multi-Family) and HB (Highway Business). Conditions are set forth in Exhibit “C”. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

4



Exhibit “B”

Exhibit “C”

Conditions of Zoning (Rough Draft)

1. A landscape/buffer plan shall be approved by City Council prior to the issuance of a land disturbance permit (or preferably prior to second read and adoption)
2. Townhomes shall be limited to runs of no more than six
3. Development shall generally adhere to the site plan as submitted as Exhibit “A” of this ordinance
 - A. Major changes shall constitute a City Council review
 - 1). Change in number of units of 2 or more
 - 2). Significant deviation from the approved landscape/buffer plan
 - 3.) Any changes staff deems major
 - B. Minor Changes shall be approved by staff
 - 1). Reduction of the number of units
 - 2). Reduction in setbacks of 5’ or less
 - 3.) Any changes that do not significantly impact the overall site
4. A 10’-12’ pedestrian/bike path or easement shall be provided along Gainesville Street
5. Sewer and water shall be provided by the City of Flowery Branch
6. Elevations for the townhomes and commercial parcels shall be submitted and approved prior to the second read (they are still working on the TSW comments)
7. Driveways shall be 23’ as measured from the back of curb



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: First Read for Ordinances 631, 632, 633, and 634 - variance requests for 6026 Lights Ferry Road, 6040, 6041, and 6043 Morrow Drive submitted by Mr. Chris Hill of Hillgrove Homes

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive
Applicant reviewed options on how to best develop these parcels (and possibly more in the area) while meeting the intent of the Flowery Branch Zoning Ordinance. There is an original plat that appears to still be valid that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current zoning. In other words, the lots are legally platted but they cannot be altered - making new home construction impossible.

Rezoning is problematic as the options are limited. The Central Business District is intended for the downtown area. The subject properties are close to downtown, but staff feels they are too far away to be considered for CBD. Traditional Neighborhood District is too restrictive for the properties as it requires parking in the rear or side yards. The other option is to create larger lots to meet the standard R-2 zoning requirements.

Ultimately, the applicant decided to pursue building on the legal lots as recorded. In order to meet the R-2 designation, and the original plat, applicant must request three variances. The variances are from the requirements set forth in Article 6, Table 6.2, of the City's zoning ordinance.

FACTS AND ISSUES:

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive
Variances from the Flowery Branch Zoning Ordinance Article 6. Table 6.2

Variance requests are for each parcel. The requests are as follows:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

OPTIONS:

The following schedule has been approved by Mayor Miller:

February 18 - work session

March 4 - first vote

March 18 - final vote

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted and conditioned by staff. Staff encourages Mayor and Council to provide additional conditions as deemed appropriate prior to the final read and vote scheduled for March 18th, 2021.

SAMPLE MOTION:

I make a motion to approve the first read of ordinance 631.

I make a motion to approve the first read of ordinance 632.

I make a motion to approve the first read of ordinance 633.

I make a motion to approve the first read of ordinance 634.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Variance Application.pdf](#)
- [Variance Staff Report .pdf](#)
- [Combined Ordinances.pdf](#)



VARIANCE APPLICATION

Address of Request:

6043, 6041, 6040 Morrow Drive + 6026 Lights Ferry Road

Type of Variance Requested

Complete requirements for variances can be found in the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37;

Please verify all the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37, section 37.5 are being met.
Explain below:

Morrow Subdivision Plat Book 10 Page 154

- ① Reduction in Minimum Required Lot size from 15,000 S.F. to 7,000 S.F.
- ② Reduction in Minimum Required Lot width from 75' + 50'
- ③ Reduction in Required side setback from 10' to 5'

Applicant: Hillgrove Homes LLC

Address: 5512 Main Street, Flowery Branch GA 30542

E-mail address: Chris@hillgrovehomes.com

Phone number: 678-410-2705

Signature:

[Signature]

Notary Seal:



Dawn Westmoreland
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires
December 19, 2024



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

Notary Seal:

Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

 N/A

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

 N/A

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

 N/A

Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Officials Name

Amount of Description of Gift

 N/A





**Variance Request(s)
Staff Report
February 4, 2021**

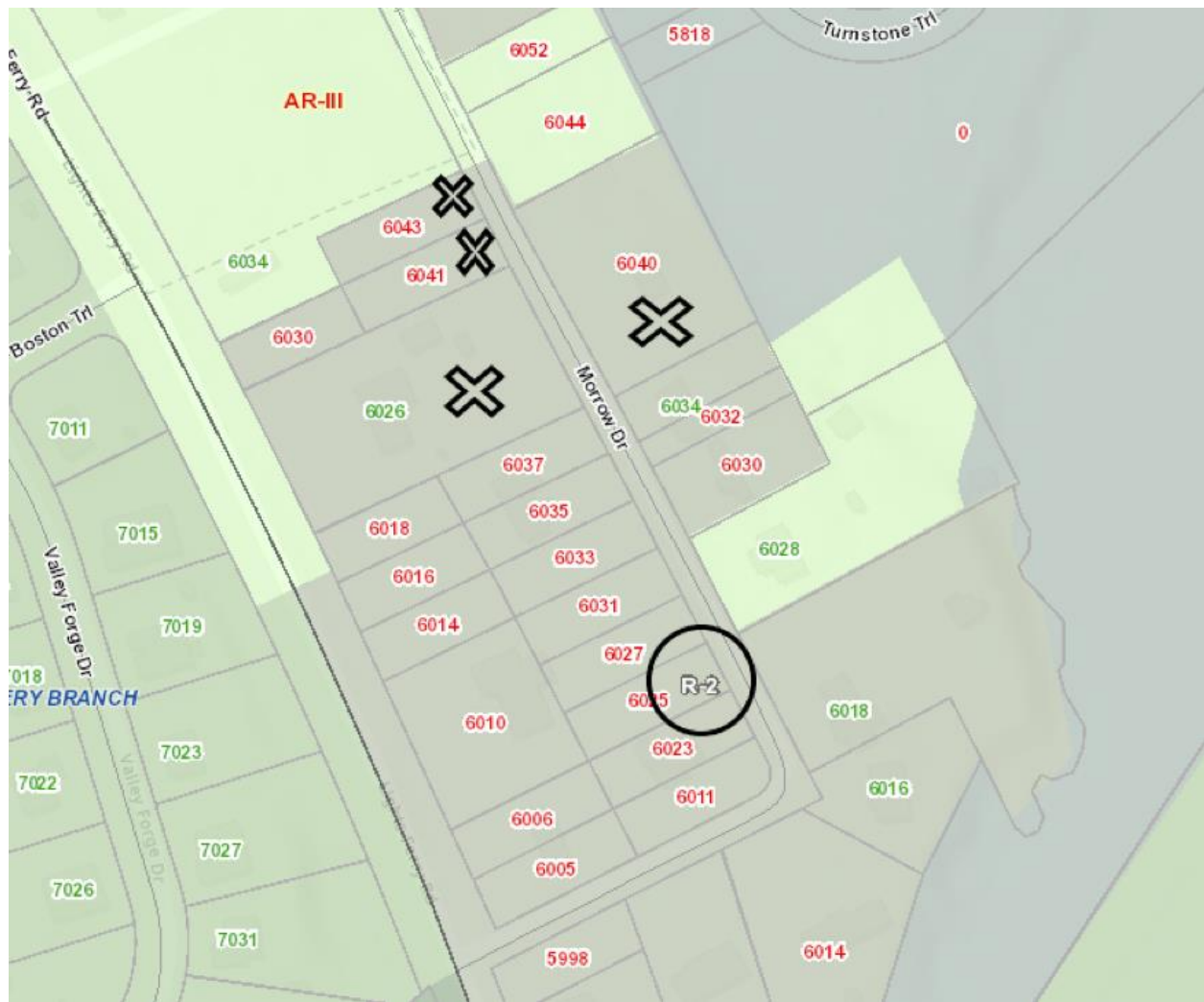
Variance Ordinance #'s 20-625, 626, 627, & 628

Applicant: Chris Hill, Hillgrove Homes, LLC.

Request: Variances from the Flowery Branch Zoning Ordinance Article 6. Table 6.2

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive

Subject Properties per GIS:





The four subject properties are all zoned R-2 (Residential Detached Single Family):

Sec. 6.3. - R-2, Residential, Detached Single Family, Moderate-Density District.

(a)*Purpose and Description.* This zoning district is intended to implement the "Single-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "suburban residential" character area established in the comprehensive plan.

(b)*Character.* The designs of subdivisions in this district include cul-de-sacs and curvilinear streets. Houses are set back a significant distance from the street. Streets are built to relatively wide standard when compared with traditional neighborhoods. Access to this district is predominantly by automobile but pedestrian mobility is accommodated.

(c)*Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts." Land use in this district consists predominantly of detached, single-family dwellings on their own lots at a moderate density (no more than approximately three dwelling units per acre). Site-built dwellings only are permitted (no manufactured homes). Other uses that are compatible with a low-density, residential environment such as recreational, educational, and religious facilities, are permitted or conditional uses.

(d)*Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts." Dimensional requirements such as minimum building setbacks and maximum building coverage are intended to provide for yards surrounding each dwelling.

Applicant reviewed options on how to best develop these parcels (and possibly more in the area) while meeting the intent of the Flowery Branch Zoning Ordinance. There is an original plat that appears to still be valid (shown below) that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current zoning. In other words, the lots are legally platted but they cannot be altered - making new home construction impossible.

Rezoning is problematic as the options are limited. The Central Business District is intended for the downtown area. The subject properties are close to downtown, but staff feels they are too far away to be considered for CBD. Traditional Neighborhood District is too restrictive for the properties as it requires parking in the rear or side yards. The other option is to create larger lots to meet the standard R-2 zoning requirements.



Ultimately, the applicant decided to pursue building on the legal lots as recorded. In order to meet the R-2 designation, and the original plat, applicant must request three variances. The variances are from the requirements set forth in Article 6, Table 6.2, of the City's zoning ordinance.

Table 6.2

Requirement (measurement unit)	A	R-1	R-2
Maximum height (feet)	75	35	35
Maximum height (number of stories)	3	3	3
Maximum density (units per acre)	0.333	2.18	3
Minimum lot size for detached single-family dwelling (square feet) (1)	130,680	20,000	15,000
Minimum lot size for two-family dwelling (square feet) (1)	N/A	N/A	N/A
Minimum lot size for other uses (square feet) (1)	130,680	43,560	15,000
Minimum lot width (feet)	200	90	75
Minimum heated floor area per dwelling unit (square feet)	1,500	2,200	1,800
Minimum heated floor area per dwelling unit, ground floor of a dwelling (square feet)	750	1,100	900
Minimum front yard setback from lot line, all principal buildings (feet)	80	35	25
Minimum side setback, interior lot line, all principal buildings (feet)	25	20	10
Minimum side setback, corner lot, all principal buildings (feet)	60	35	25
Minimum rear setback, all principal buildings (feet)	35	25	20
Minimum setback, all principal or accessory buildings and structures abutting an R-1, R-2, or R-3 district (feet)	Side and rear setbacks shall apply	50	50
Minimum width of natural buffer abutting R-1, R-2, or R-3 district (feet)	None	None	None
Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)	15	15	10
Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet)	N/A	N/A	N/A
Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet)	5	5	5
Maximum coverage of principal and accessory buildings (percent of lot)	25	25	35
Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)	20	20	15

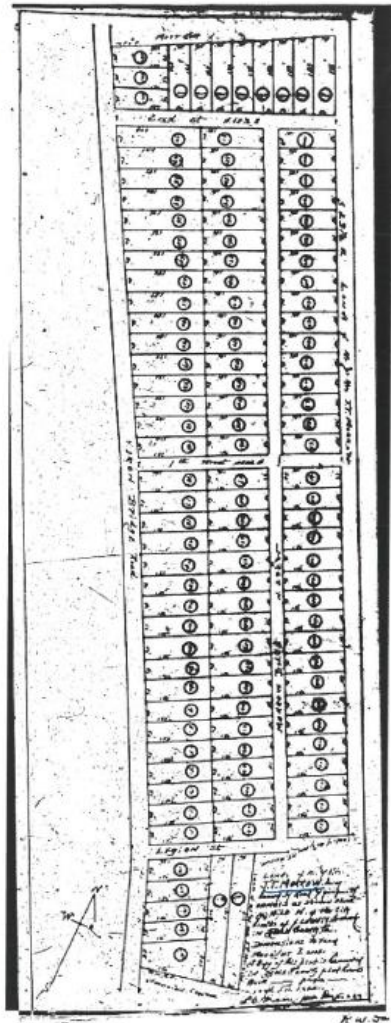
Variance requests are for each parcel. The requests are as follows:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.



This is in line with the original recorded plat:

Morrow Subdivision
Plat Book 10 page 154



put on Schedule



Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district; **Legal non-conforming lots that cannot be built upon as currently required by Flowery Branch Zoning Ordinance.**
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located; **The lots cannot be built upon and meet the requirements of R-2 zoning.**
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

Staff recommends approval with the following conditions:

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached as Exhibit "A".





Exhibit "A"



Heritage
GROUP HOMES

MAPLE RIDGE

4 Bedrooms/2.5 Baths
2007 sq. ft.



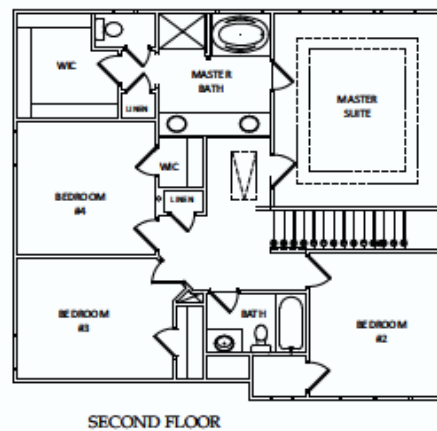
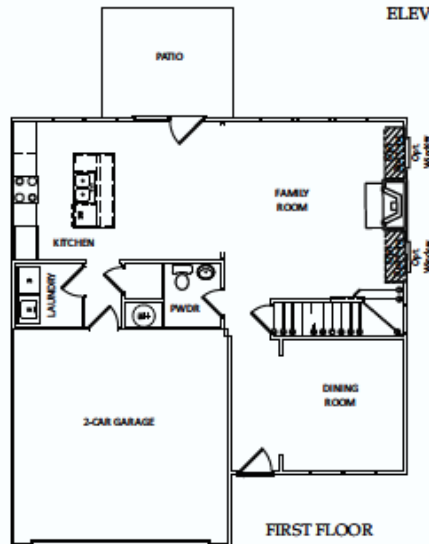
ELEVATION A



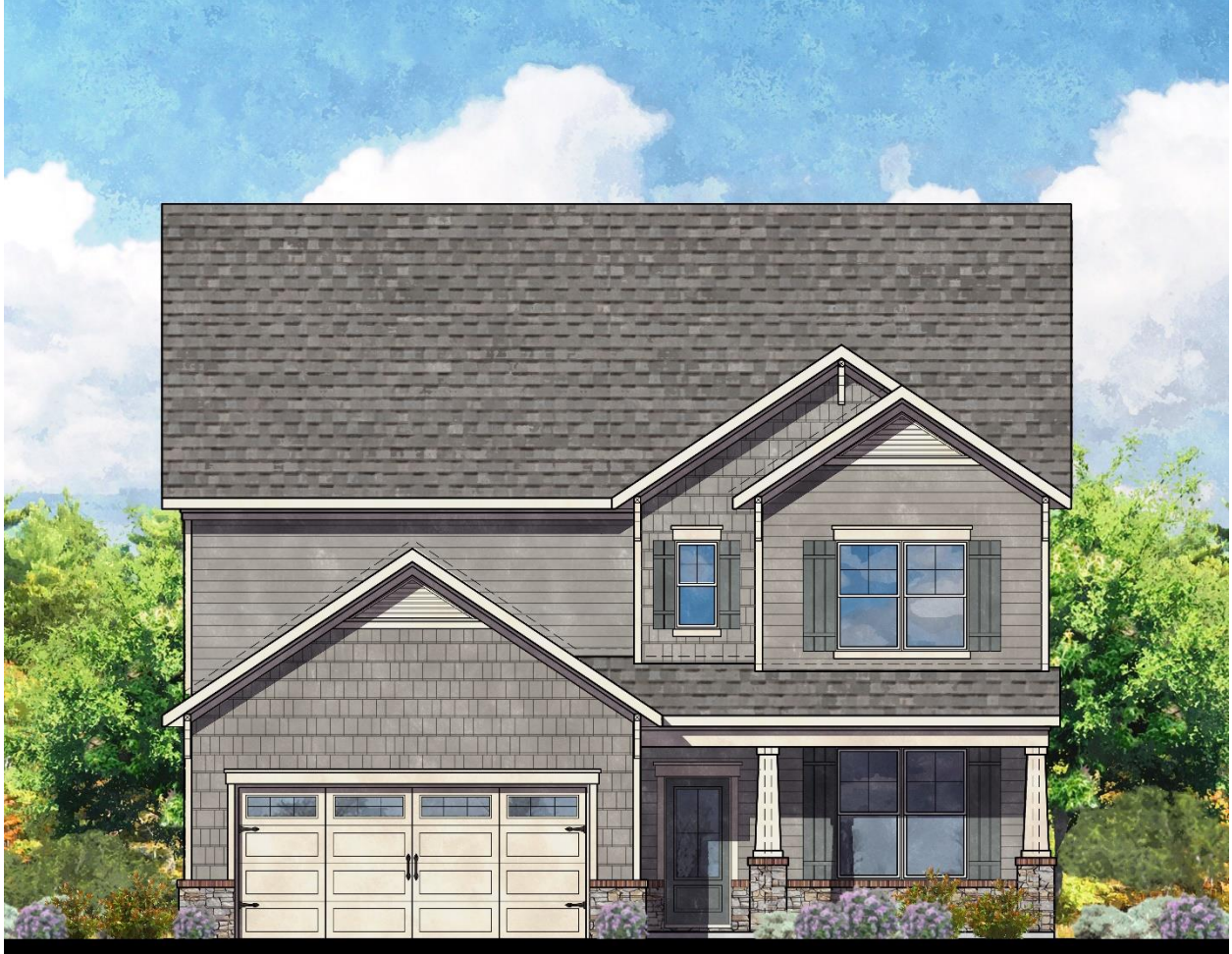
ELEVATION B



ELEVATION C



*All information is believed to be accurate but is not guaranteed and subject to change without notice.







Cottages @
Lights Ferry



Front Elevation A



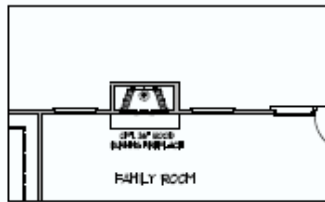
Front Elevation B



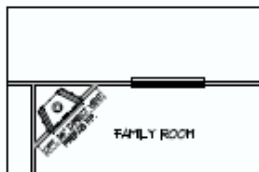
Front Elevation C



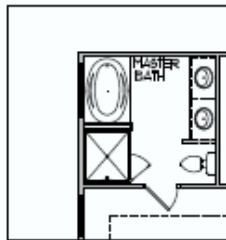
THE SAXTON @ Candler Park



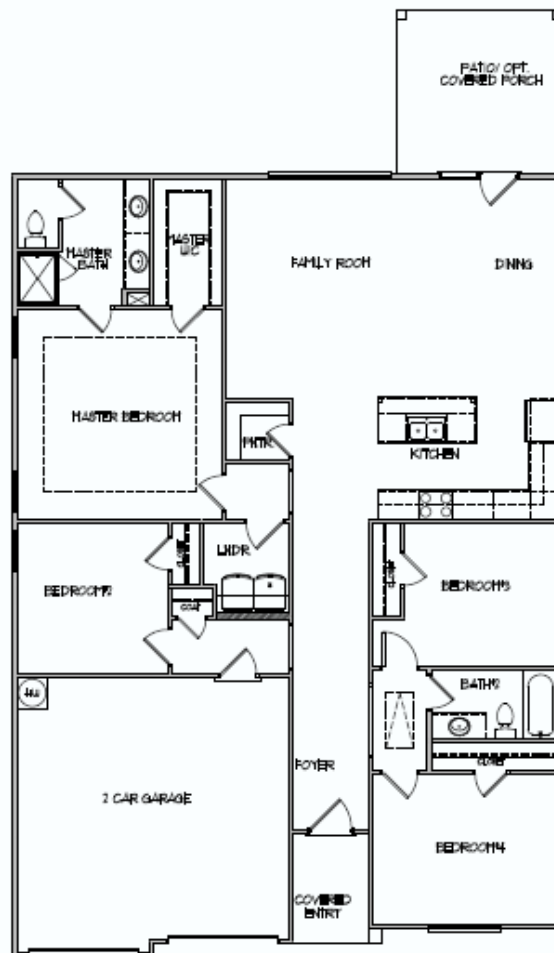
Opt. Wood Burning
Fireplace



Opt. Corner Fireplace



Master Bath Opt.



Main Level





Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

ORDINANCE 631

AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6026 LIGHTS FERRY ROAD, OWNED BY HILLGROVE HOMES, LLC, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Hillgrove Homes, LLC desires to develop 6026 Lights Ferry Road; as shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the variance application of Hillgrove Homes, LLC in conjunction with the standards set forth in Article 37, Section 37.5 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Hillgrove Homes, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting specific variances and whereas a survey and complete description of the land to be varied is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 4, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

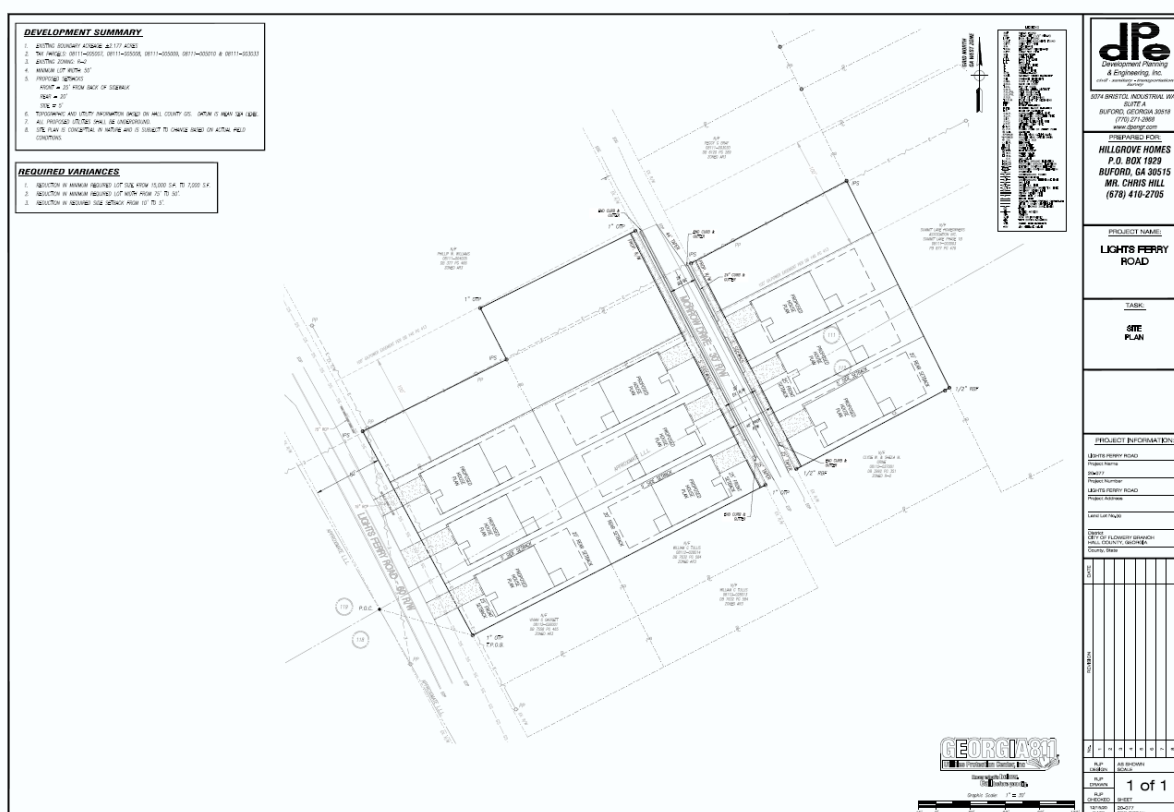
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"



Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

Exhibit "B"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 111 and 112, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

Commencing at a point common for Land Lots 111, 112, 118 and 119; THENCE South 74 degrees 24 minutes 19 seconds East for 83.77 feet to a 1" open top pipe on the northern right-of-way of Lights Ferry Road (60' R/W), said point being THE TRUE POINT OF BEGINNING;

THENCE along the right-of-way of Lights Ferry Road North 28 degrees 19 minutes 20 seconds West a distance of 200.76 feet to an iron pin set;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and Phillip W. Williams North 63 degrees 30 minutes 09 seconds East a distance of 139.19 feet to an iron pin set;

THENCE along said line, North 27 degrees 04 minutes 25 seconds West a distance of 50.00 feet to an open top pipe found;

THENCE along said line North 63 degrees 30 minutes 09 seconds East a distance of 150.01 feet to an open top pipe found;

THENCE along Marrow drive (30; R/w) South 27 degrees 04 minutes 25 seconds East a distance of 247.18 feet to a 1" open top pipe;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and William C Tullis, South 62 degrees 48 minutes 02 seconds West a distance of 284.80 feet to an open top pipe, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains an area of 1.483 acres.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

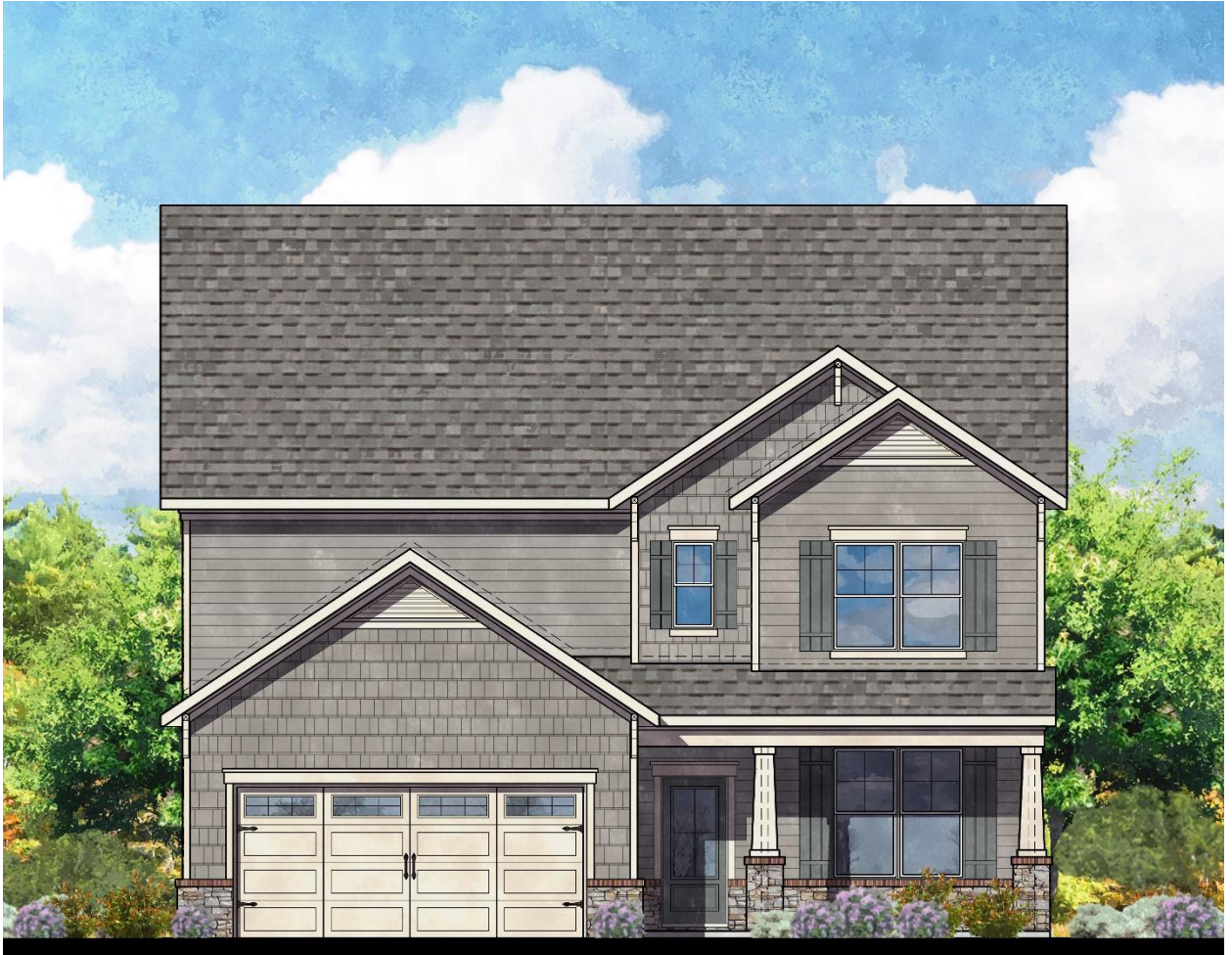
First Reading 03/04/21
Adopted 03/18/21

Exhibit "C"

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. A landscape plan shall be submitted to staff at time of land disturbance. Said plan shall include individual lots and the development as a whole.
5. Applicant shall construct new homes in accordance with the elevations submitted and attached below.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

**Cottages @
Lights Ferry**



Front Elevation A



Front Elevation B



Front Elevation C

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

ORDINANCE 632

AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6040 MORROW DRIVE, OWNED BY HILLGROVE HOMES, LLC, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Hillgrove Homes, LLC desires to develop 6040 Morrow Drive; as shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the variance application of Hillgrove Homes, LLC in conjunction with the standards set forth in Article 37, Section 37.5 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Hillgrove Homes, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting specific variances and whereas a survey and complete description of the land to be varied is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 4, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

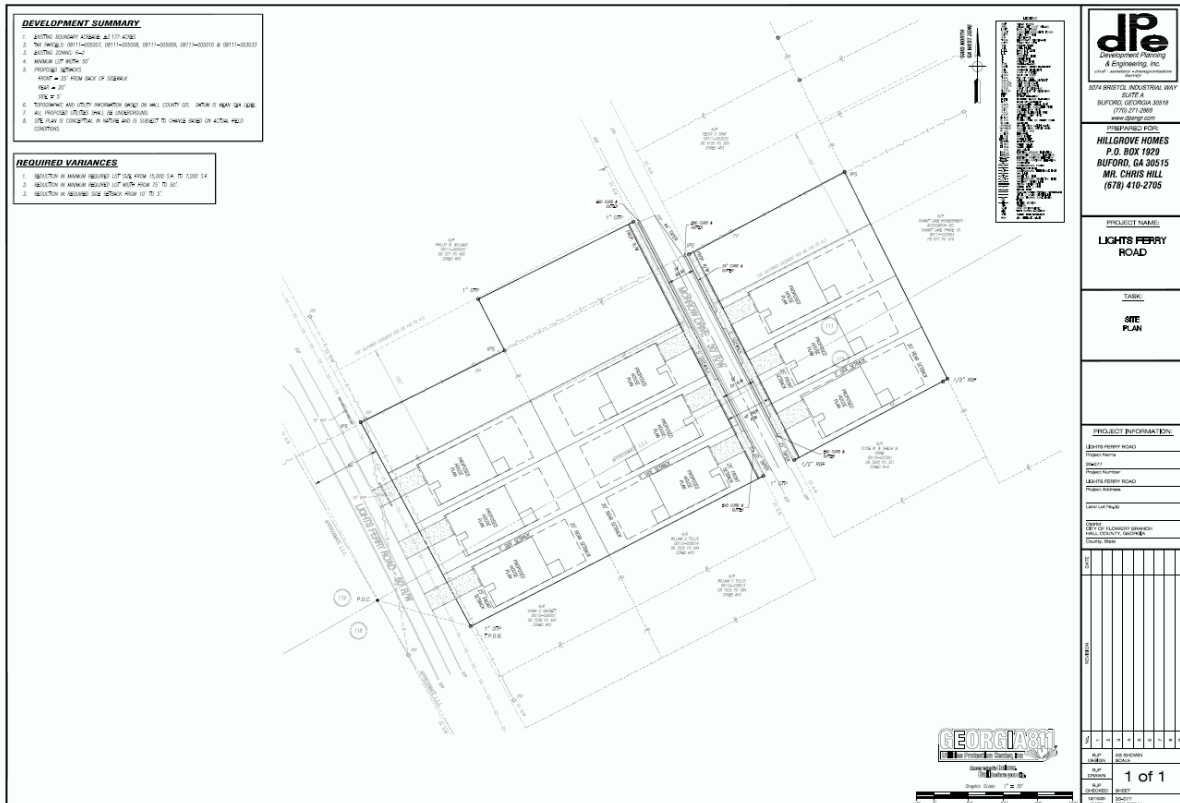
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit “A”



Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

Exhibit "B"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 111 and 112, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

Commencing at a point common for Land Lots 111, 112, 118 and 119; THENCE South 74 degrees 24 minutes 19 seconds East a distance of 83.77 feet to a 1" open top pipe on the northern right-of-way of Lights Ferry Road (60' R/W) a point; THENCE North 62 degrees 48 minutes 02 seconds East a distance of 284.80 feet to a 1" open top pipe on the southern right-of-way of Morrow drive (30' R/W); THENCE across the street North 62 degrees 42 minutes 53 seconds East a distance of 30.00 feet to a 1/2" rebar found on the northern right-of-way of said road, said point being THE TRUE POINT OF BEGINNING;

THENCE along Marrow Drive (30' R/W) North 27 degrees 04 minutes 25 seconds West a distance of 200.02 feet to an iron pin set;

THENCE leaving said right-of-way North 62 degrees 02 minutes 16 seconds East a distance of 152.37 feet to an iron pin set;

THENCE along the line common for Now or formerly known Summit Lake Homeowners Association and Donald W. England, South 26 degrees 25 minutes 45 seconds East a distance of 200.07 feet to a 1/2" rebar found;

THENCE along the line common for Now or formerly known Donald W. England and Clyde W. & Sheila M. Grine, South 62 degrees 02 minutes 16 seconds West a distance of 150.12 feet to 1/2" rebar found, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains an area of 0.694 acres.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

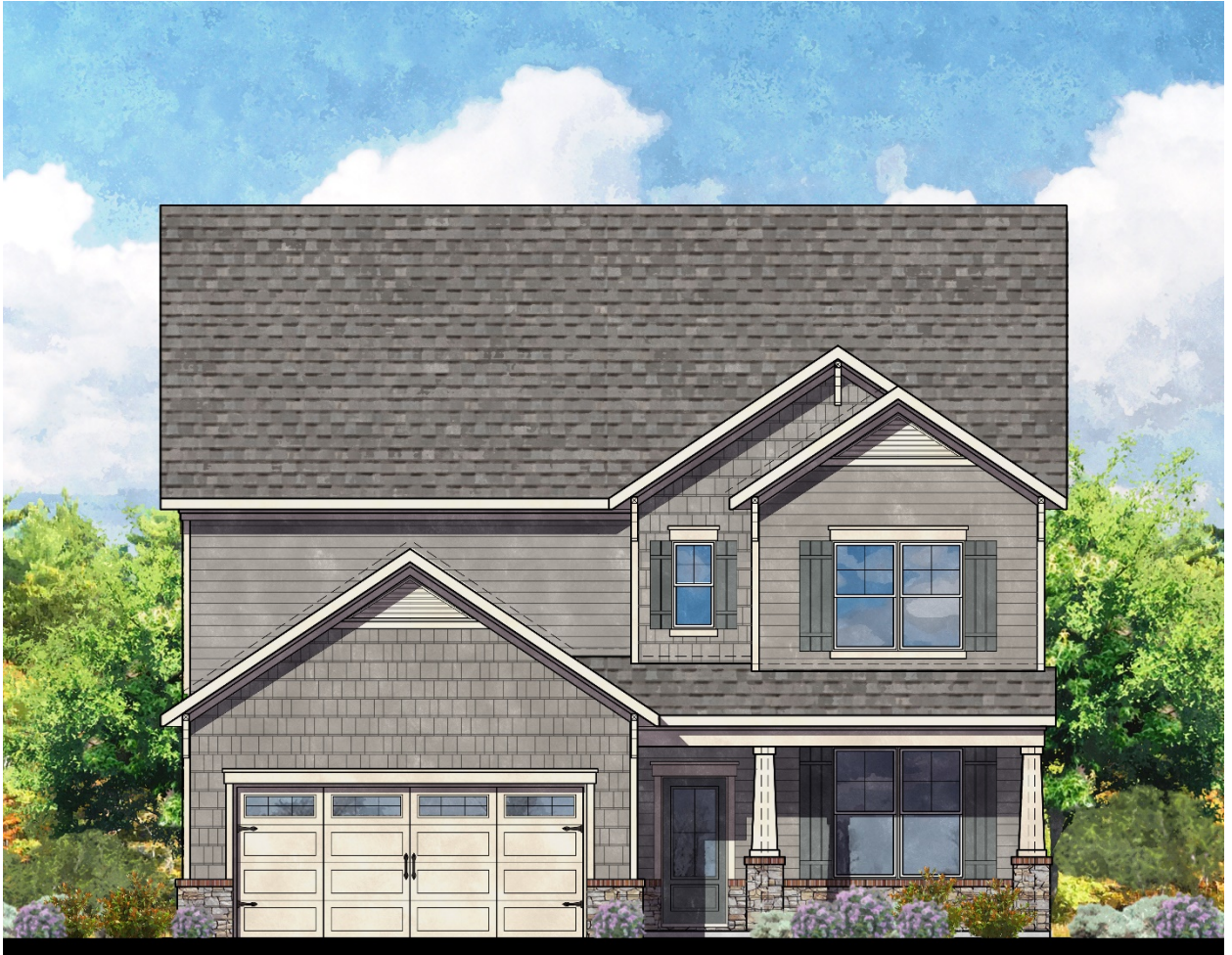
First Reading 03/04/21
Adopted 03/18/21

Exhibit "C"

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. A landscape plan shall be submitted to staff at time of land disturbance. Said plan shall include individual lots and the development as a whole.
5. Applicant shall construct new homes in accordance with the elevations submitted and attached below.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

**Cottages @
Lights Ferry**



Front Elevation A



Front Elevation B



Front Elevation C

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

ORDINANCE 633

AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6041 MORROW DRIVE, OWNED BY HILLGROVE HOMES, LLC, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Hillgrove Homes, LLC desires to develop 6041 Morrow Drive; as shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the variance application of Hillgrove Homes, LLC in conjunction with the standards set forth in Article 37, Section 37.5 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Hillgrove Homes, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting specific variances and whereas a survey and complete description of the land to be varied is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 4, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

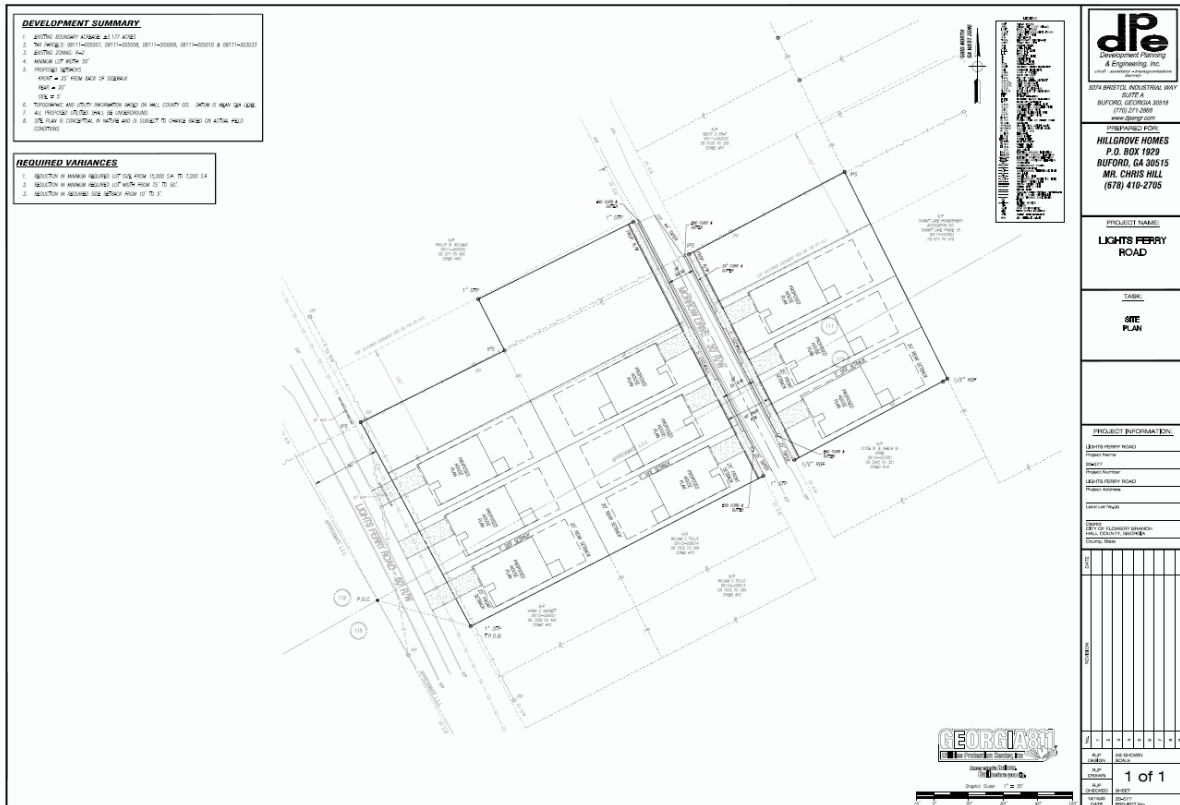
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit “A”



Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

Exhibit "B"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 111 and 112, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

Commencing at a point common for Land Lots 111, 112, 118 and 119; THENCE South 74 degrees 24 minutes 19 seconds East for 83.77 feet to a 1" open top pipe on the northern right-of-way of Lights Ferry Road (60' R/W), said point being THE TRUE POINT OF BEGINNING;

THENCE along the right-of-way of Lights Ferry Road North 28 degrees 19 minutes 20 seconds West a distance of 200.76 feet to an iron pin set;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and Phillip W. Williams North 63 degrees 30 minutes 09 seconds East a distance of 139.19 feet to an iron pin set;

THENCE along said line, North 27 degrees 04 minutes 25 seconds West a distance of 50.00 feet to an open top pipe found;

THENCE along said line North 63 degrees 30 minutes 09 seconds East a distance of 150.01 feet to an open top pipe found;

THENCE along Marrow drive (30; R/w) South 27 degrees 04 minutes 25 seconds East a distance of 247.18 feet to a 1" open top pipe;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and William C Tullis, South 62 degrees 48 minutes 02 seconds West a distance of 284.80 feet to an open top pipe, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains an area of 1.483 acres.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

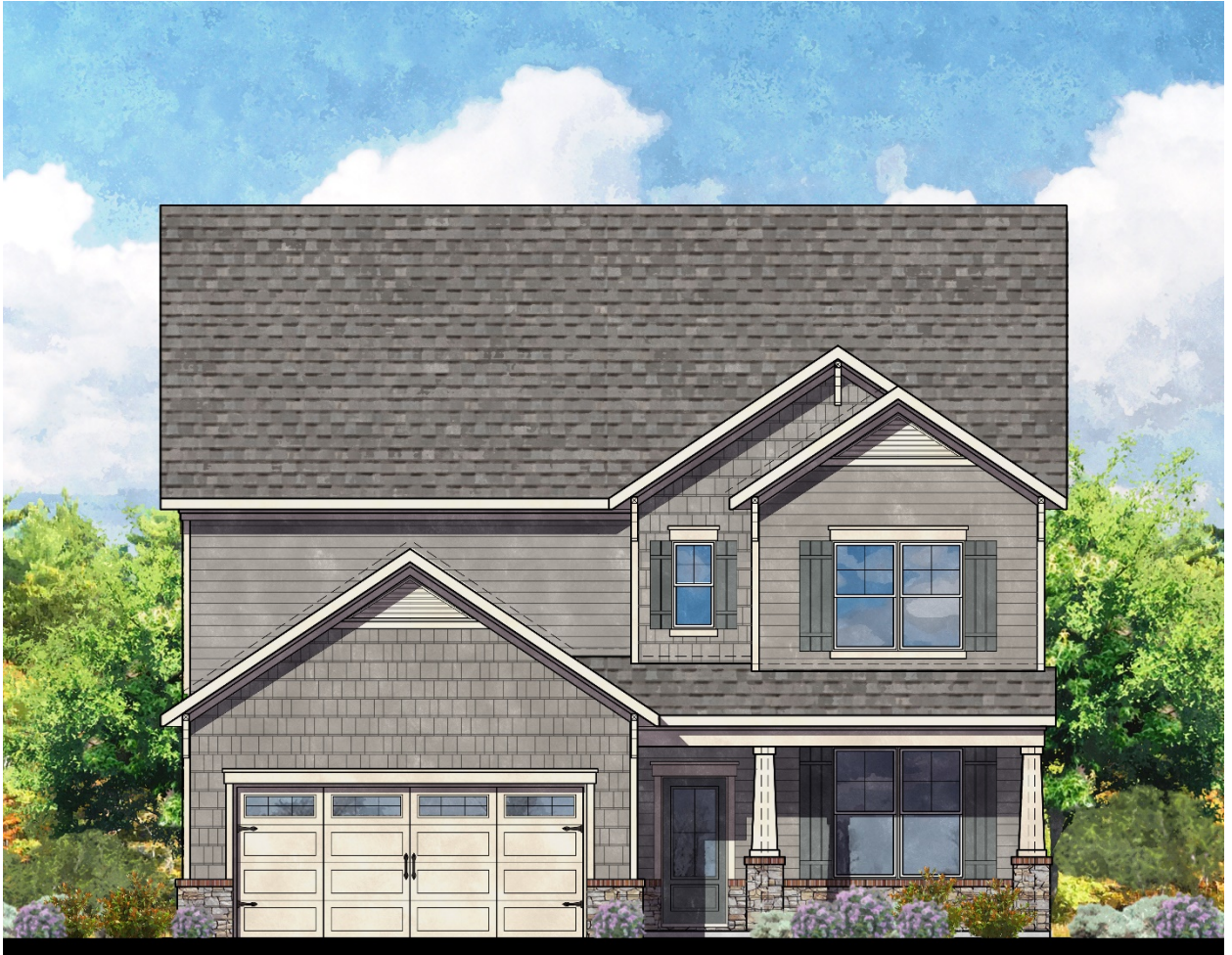
First Reading 03/04/21
Adopted 03/18/21

Exhibit "C"

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. A landscape plan shall be submitted to staff at time of land disturbance. Said plan shall include individual lots and the development as a whole.
5. Applicant shall construct new homes in accordance with the elevations submitted and attached below.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

**Cottages @
Lights Ferry**



Front Elevation A



Front Elevation B



Front Elevation C

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

ORDINANCE 634

AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6043 MORROW DRIVE, OWNED BY HILLGROVE HOMES, LLC, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Hillgrove Homes, LLC desires to develop 6043 Morrow Drive; as shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the variance application of Hillgrove Homes, LLC in conjunction with the standards set forth in Article 37, Section 37.5 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Hillgrove Homes, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting specific variances and whereas a survey and complete description of the land to be varied is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 4, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
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Conditions set forth in Exhibit "C" are imposed on said properties. Said Exhibits are incorporated by reference as if fully set forth herein.

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All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

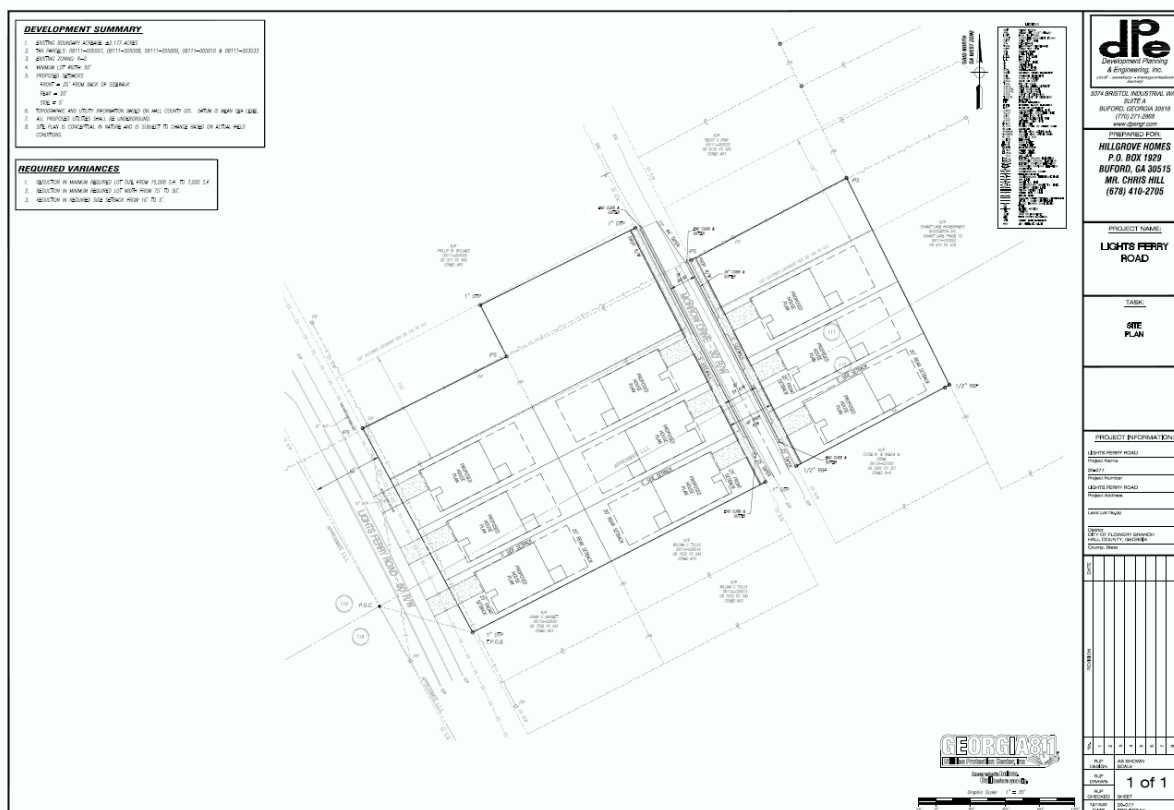
APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

01/13/21
02/04/21

First Reading 03/04/21
Adopted 03/18/21

Exhibit "A"



Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
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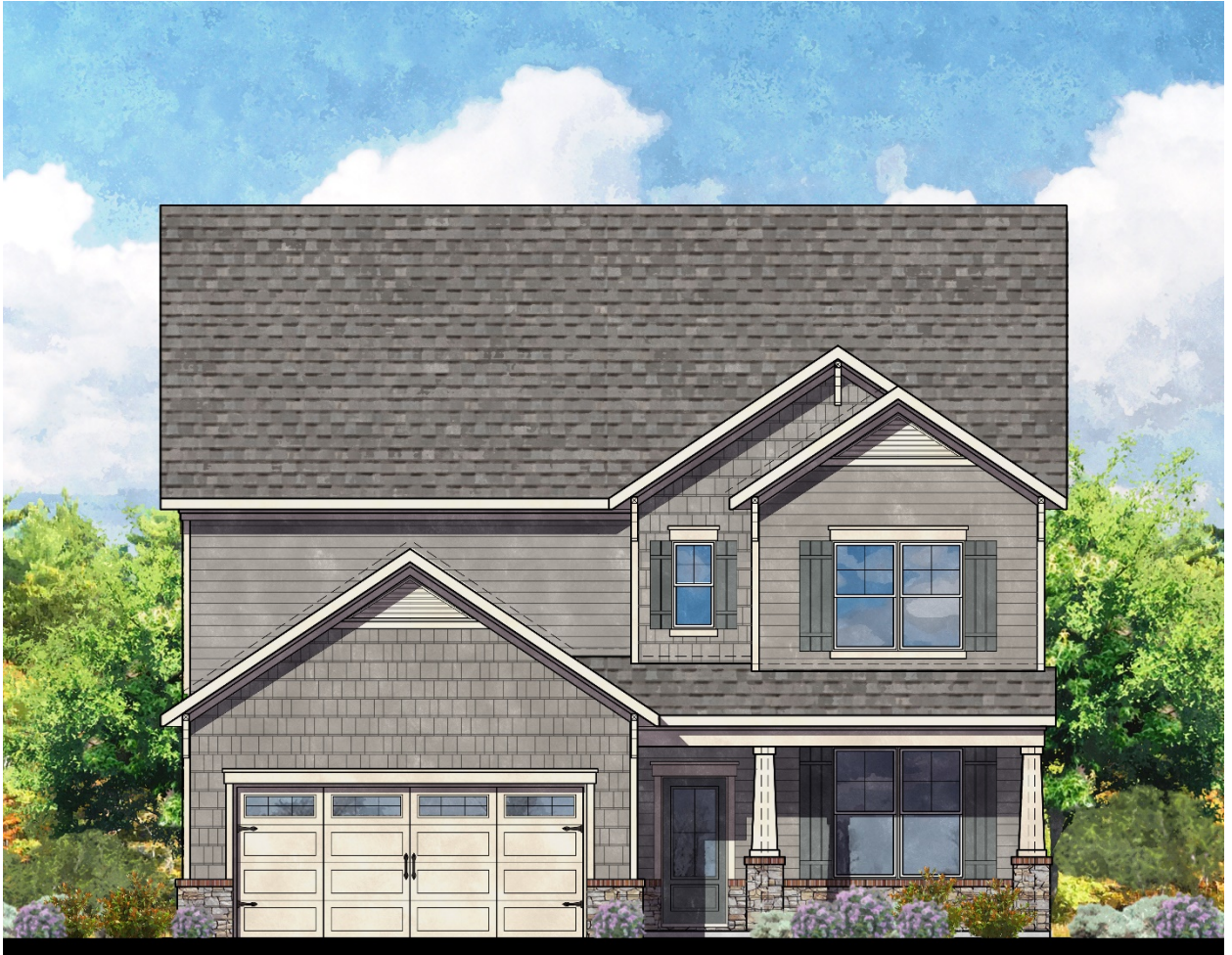
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1. Applicant shall ensure all stormwater requirements are met and approved by the City.
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 ResidentialRendering.com

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**Cottages @
Lights Ferry**



Front Elevation A



Front Elevation B



Front Elevation C



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Heritage Homes Group, LLC Land Exchange

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

The City of Flowery Branch (“City”) and Winterset Holdings, LLC (“Winterset”) entered into a real estate exchange agreement on January 27, 2020. The approximately 1.206 ± acre property to be exchanged by Winterset consists of the four lots included in the block bounded by Mitchell, Spring, Church and Chestnut Streets. The approximately 1.406 ± acre property to be exchanged by the City is located at 5702 Main Street and was the site of the former Mooney Manufacturing buildings. The original agreement contemplated that the exchange would close on or before May 29, 2020 assuming Winterset could delivery possession of its property without tenants. In an effort to meet that that closing deadline, the city council took up the initial consideration and approval of the zoning for the development contemplated by Winterset for Mooney Manufacturing site. But with the Coronavirus pandemic’s impact on Winterset’s ability to transition the tenants, the real estate exchange contemplated by the agreement was not consummated and the agreement has expired.

The City and Winterset, however, remained interested in renewing the real estate exchange agreement which is the subject of this agenda item. The terms of the agreement remain the same as the original except that Winterset is being replaced by a related entity – Heritage Homes Group, LLC (“Heritage”), and the closing deadline for the exchange is now set for no later than May 14, 2021. Staff recommends approval of the new real estate exchange agreement between the City and Heritage.

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [New Chris Hill Land Swap Agreement.pdf](#)
- [Original Chris Hill Land Swap Agreement.pdf](#)
- [EX C Leases.docx](#)

**REAL PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN
HEERITAGE GROUP HOMES, LLC AND CITY OF FLOWERY BRANCH, GEORGIA**

THIS REAL PROPERTY EXCHANGE AGREEMENT ("Agreement") is hereby made and entered into the 5th day of March, 2021 ("Effective Date") by and between Heritage Group Homes, LLC, a Georgia limited liability company ("Heritage"), and the City of Flowery Branch, Georgia, a Georgia municipal corporation ("Flowery Branch"). Winterset and Flowery Branch may sometimes be collectively referred to herein as the "Parties" and, individually as a "Party."

WHEREAS, Heritage owns approximately 1.19± acres of real property comprised of four parcels located in Flowery Branch, Georgia, commonly known 5410 Chestnut Street, 5405 Mitchell Street, 5304 Church Street and 5314 Church Street (collectively referred to as the "Heritage Parcel"); and

WHEREAS, Flowery Branch owns approximately 1.41± acres of real property located in Flowery Branch, Georgia, commonly known as 5701 Main Street ("Flowery Branch Parcel"); and

WHEREAS, subject to the terms of this Agreement, Heritage and Flowery Branch desire to exchange the Heritage Parcel and Flowery Branch Parcel (the Heritage Parcel and the Flowery Branch Parcel are sometimes referred to separately herein as an "Exchange Parcel," or together as "Exchange Parcels"), together with all rights, title and interests.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Exchange.

1.1 Heritage agrees to convey and Flowery Branch agrees to accept the Heritage Parcel which contains those certain tracts or parcels of land more particularly described and shown on Exhibit A, which is attached hereto and incorporated herein by reference.

1.2 Flowery Branch agrees to convey and Heritage agrees to accept the Flowery Branch parcel which contains that certain tract or parcel of land more particularly described and shown on Exhibit B, which is attached hereto and incorporated herein by reference.

2. Appraisals. Each Party shall cause an appraisal of its Exchange Parcel, bear the cost of said appraisal, and shall deliver a copy of said appraisal report in its entirety to the other Party.

3. Purchase Price. The Parties agree that the Exchange Parcels are of at least equal value. In the event the appraised value of the Heritage Parcel is less than the appraised value of the Flowery Branch Parcel, then Flowery Branch may terminate this Agreement by giving written notice to Heritage, whereupon this Agreement shall automatically terminate and be of no further force and effect.
4. Existing Property Information. Within ten (10) business days from the Effective Date of this Agreement, each Party shall deliver to the other, without warranty, the following documents to the extent in each Party's possession or control and pertaining to the operation or ownership of its Exchange Parcel or any portion thereof:
 - 4.1 Title insurance policies and copies of any instruments or documents evidencing exceptions to coverage under any such policy;
 - 4.2 *Ad valorem* tax bills, tax notices and protests dated within the past three years;
 - 4.3 Rights of third parties in and to the Exchange Parcel or any portion thereof, including copies of any and all leases or other use agreements;
 - 4.4 Notices or correspondence from or to tenants of the Exchange Parcel or public agencies or authorities;
 - 4.5 Results of environmental or engineering investigations or inspections, studies, audits, etc., including, without limitation, written reports, correspondence, and laboratory test results from any testing of materials, soil, water (ground or surface) from or at the Exchange Parcel or from any improvements located thereon; and
 - 4.6 Surveys of the Exchange Parcel.
5. Surveys. Each Party shall obtain a survey of its Exchange Parcel, bear the cost of said survey, and shall deliver a copy of said survey to the other Party. Each survey of the Exchange Parcel shall show the boundaries and state the acreage of the Exchange Parcel rounded to the nearest one-hundredth (1/100th) of an acre. The surveys of the Exchange Parcels shall conclusively determine as between Winterset and Flowery Branch the exact acreage of the Exchange Parcels. Each Party shall have until the date that is thirty (30) days after receipt of the other Party's complete survey signed by the surveyor to examine the survey and title to the Exchange Parcel and to raise any objectionable matter or defect which affects the marketability or insurability of the title to the Exchange Parcel or which adversely affects the use of the Exchange Parcel.
6. Closing. The consummation of the exchange of the Exchange Parcels contemplated under this Agreement ("Closing") shall be held on or before thirty (30) days after the expiration of the Inspection Period. Each Party agrees that Closing may occur at a location mutually agreed upon by the Parties. Normal and customary closing adjustments and pro-rations shall be made only for ad valorem property taxes,

insurance, rent and utilities. Each Party agrees to deliver possession of its Exchange Parcel at Closing in an unoccupied condition which is free and clear of any right of possession or claim to right of possession by any third party.

7. Closing Costs. Unless otherwise stated herein, each Party shall bear its own costs including, without limitation, its own attorneys' fees and costs; and the recording and transfer taxes and fees for the Exchange Parcel received by it.
8. Conveyance of Title. Each Party shall convey fee simple title to its Exchange Parcel to the other at Closing pursuant to a recordable limited warranty deed. The title to the Exchange Parcels shall be insurable by any nationally or regionally recognized title insurance company.
9. Inspection Period. Each Party and its employees, agents, representatives and contractors shall up and through April 14, 2021 during which to enter, test, inspect, survey, examine the other's Exchange Parcel, including without limitation any improvements located thereon, in order to determine in its sole discretion, whether the other's Exchange Parcel is suitable for and feasible to develop in accordance with their respective intended development plan, including, without limitation, topographical surveys, soil tests, borings, percolation tests and other tests needed to determine environmental, surface, subsurface and topographic conditions ("Inspection Period"). In the event either Party determines, in its sole and absolute discretion, that the other's Exchange Parcel is not acceptable, that Party shall have the exclusive right and option to terminate this Agreement on or before fourteen (14) days after the expiration of the Inspection Period.
10. Conditions to Closing.
 - 10.1 Heritage's obligation to close shall at all times be conditioned upon the following (unless Heritage waives any such condition in writing):
 - 10.1.1 Flowery Branch's performance of all of its obligations under this Agreement in accordance with the provisions hereof;
 - 10.1.2 The truth and accuracy of Flowery Branch's warranties and representations hereunder;
 - 10.1.3 The absence of any objectionable defect in the survey or title of the Flowery Branch Parcel;
 - 10.1.4 Water and sewer are reasonable accessible to the Flowery Branch Parcel;
 - 10.1.5 A rezoning of and/or variance the Flowery Branch Parcel acceptable to Winterset in its sole and absolute discretion;

10.1.6 A Certificate of Appropriateness from the Flowery Branch Historic Preservation Commission;

10.1.7 Elevations approved by the Flowery Branch City Council; and

10.1.8 A Land Development Permit issued by Flowery Branch.

Should any one or more of the conditions set forth in this subsection 10.1 not be satisfied by the Closing date, then Heritage may terminate this Agreement by giving written notice to Flowery Branch, whereupon this Agreement shall automatically terminate and be of no further force and effect.

10.2 Flowery Branch's obligation to close shall at all times be conditioned upon the following (unless Flowery Branch waives any such condition):

10.2.1 Heritage's performance of all of its obligations under this Agreement in accordance with the provisions hereof;

10.2.2 The truth and accuracy of Heritage's warranties and representations hereunder;

10.2.3 The absence of any objectionable defect in the survey or title of the Heritage Parcel;

10.2.4 The approval of the Flowery Branch City Council by vote at a public meeting; and

10.2.5 Compliance with all the requirements set forth in O.C.G.A. § 36-37-6(c).

Should any one or more of the conditions set forth in this subsection 10.2 not be satisfied by the Closing date, then Flowery Branch may terminate this Agreement by giving written notice to Heritage, whereupon this Agreement shall automatically terminate and be of no further force and effect.

11. Parties' Representations. Each Party represents to the other Party that:

11.1 The Party shall have good and marketable fee simple title to the Exchange Parcel at the time of Closing;

11.2 The Party has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby in accordance with its terms;

- 11.3 To the Party's knowledge, there are no unrecorded leases, licenses, contracts or agreements of any kind whatsoever affecting the Property or any part thereof except those, if any, set forth in Exhibit C attached hereto and by this reference incorporated herein, all of which are cancelable without cause upon no more than thirty (30) days' written notice;
- 11.4 The Party will not extend or modify any of the agreements listed in Exhibit C hereto, as attached and acknowledged by the Party, or enter into any other contracts or agreements of any kind affecting the Exchange Parcel or any part thereof after the date of this Agreement which will be binding on the other Party or the Exchange after Closing, without the advance written consent of the other Party, which may be withheld by the Party in its sole discretion;
- 11.5 The Party knows of no pending or threatened proceedings, including, without limitation, boundary line disputes, which might affect the Exchange Parcel or any part thereof or the Party's title thereto;
- 11.6 There exists no uncured notice of actual or alleged non-compliance, violation, or default served upon or delivered to the Party by any private or governmental party which might result in any lien upon or claim against the Exchange Parcel or any part thereof or which specifies any violation of law, rule, regulation, ordinance, covenant, condition or restriction with respect to the Exchange or any part thereof;
- 11.7 To the Party's knowledge, (i) there is no condition at, on, under or related to the Exchange Parcel presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, (ii) there has been no production, use, treatment, storage, transportation or disposal of any Hazardous Materials (as hereinafter defined) on the Exchange Parcel, and (iii) there has been no release or threatened release of any Hazardous Materials, pollutant or contaminant into, upon or over the Exchange Parcel or any property adjacent thereto or into or upon ground or surface water at the Exchange Parcel or any property adjacent thereto;
- 11.8 To the Party's knowledge, no Hazardous Materials are now or ever have been stored on the Exchange Parcel in underground tanks, pits or surface impoundments and there are no polychlorinated biphenol- containing or asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Exchange Parcel or other assets to be transferred pursuant to this Agreement.
- 11.9 The Party warrants that there are no facts known to the Party materially affecting the value of the Exchange Parcel which are not readily observable by the other Party or which have not been disclosed in writing to the other Party.

11.10 The Party has provided to the other Party copies of all written notices, or communications of any type which Seller has received concerning the actual or potential presence of Hazardous Materials on the Exchange Parcel, and copies of all reports or investigations in the possession or control of the Party concerning the actual or potential presence of hazardous substances or any Hazardous Materials on the Exchange Parcel. The Party agrees to promptly immediately provide to the other Party copies of all such aforementioned notices and communications received prior to closing.

As used herein, whenever the phrase "the Party's knowledge," or words of similar import are used, such language shall be deemed to refer to the actual, and not imputed or constructive, knowledge of members of Heritage Group Homes, LLC and the elected officials and City Manager of Flowery Branch, without any duty of inquiry.

In the event that a Party learns that its representation or warranty has become inaccurate after the Effective Date and prior to Closing, the Party shall promptly notify the other Party and the other Party, as its sole remedy, shall have the option to terminate this Agreement by written notice to the Party giving notice. Upon such termination the Parties shall be relieved of all liability and obligations hereunder. If the other Party does not terminate this Agreement, the other Party shall be deemed to have waived such breach of representation or warranty.

In the event that a Party learns that the other Party's representation or warranty might be untrue prior to the Closing, and the Party elects to proceed with the transaction contemplated herein, then, and in that event, the Party waives any right that it may have to bring an action or proceeding against the other Party regarding said representation or warranty.

The Parties disclaims all representations, warranties and covenants other than those which are specifically provided in this Agreement. The representations and warranties set forth in this Section 11 shall be deemed material conditions of the consummation of the transaction contemplated by this Agreement, and shall expressly survive the closing of such transactions and the delivery of the instruments of conveyance for a period of twelve (12) months (the "Survival Period"), but not thereafter.

12. Hazardous Material. Hazardous Material means any substance:

- 12.1 the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law ("Environmental Laws"); or

- 12.2 which is or becomes defined as a "hazardous substance", pollutant, or contaminant under any Environmental Laws or any amendment to any thereof including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); or
 - 12.3 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the State of Georgia or any political subdivision thereof; or
 - 12.4 the presence of which on the Exchange Parcel causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Exchange Parcel; or
 - 12.5 the presence of which on adjacent properties could constitute a trespass by the Party; or
 - 12.6 which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons, polychlorinated biphenols (PCBs), asbestos, urea formaldehyde foam insulation, or radon gas.
13. Hazardous Materials Audit(s) and Option to Remediate. During the Term, a Party may obtain, at that Party's cost, a report of an investigation of the other Party's Exchange Parcel carried out and prepared by a licensed engineer or geologist or other environmental professional selected by it employing procedures that a prudent purchaser would employ under the circumstances ("Phase I Audit"). A copy of the final report for the Phase I Audit will be delivered by said Party to the other Party. In the event that the Phase I Audit final report states that there is more than a low probability that Hazardous Materials are present on or beneath the surface of the other Party's Exchange Parcel, or that further investigations are necessary to determine whether Hazardous Materials are present ("Unsatisfactory Report"), then the investigating Party may elect to terminate this Agreement by giving written notice to the other Party prior to the Expiration Date, in which event the Parties shall have no further rights, obligations or duties hereunder. Also, in the event of an Unsatisfactory Report, the investigating Party shall be permitted to conduct a so-called "Phase II Audit" of the environmental condition of the other Party's Exchange Parcel prior to the Closing with the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed by the other Party as long as the investigating Party agrees to keep the results of any Phase II Audit confidential, and not to disclose same to the other Party or any agent of the other Party. If any such Phase II Audit obtained by the investigating Party discloses conditions or results that, in said Party's reasonable judgment, fail to satisfactorily ameliorate the Unsatisfactory Report, then the

investigating Party may elect to terminate this Agreement by giving notice as required herein, in which event, the Parties shall have no further rights, obligations or duties hereunder.

Notwithstanding the foregoing, such notice of termination may be suspended by the investigating Party if the other Party gives notice, within three (3) days of receipt of the investigating Party's notice of termination, that the other Party has elected to promptly carry out, at its sole expense, and with contractors selected or approved by the investigating Party, all further investigations and remediation of the Exchange Parcel as is necessary to make the Exchange Parcel acceptable to the investigating Party within a time period acceptable to the investigating Party (it being understood that the other Party shall have no obligation to perform any such investigations or remediation). If the other Party elects to carry out such further investigation or remediation the Closing Date shall be extended automatically until the date that is fifteen (15) days following the investigating Party's receipt of (i) information from the contractor(s) which permits the investigating Party to conclude, in its sole discretion, that the Exchange Parcel is satisfactory to the investigating Party, or (ii) letters of "no further action" required from regulatory agencies, indicating that either there is no more than a low probability that Hazardous Materials are present on or beneath the surface of the Exchange Parcel, or that the Exchange Parcel has been remediated to the investigating Party's satisfaction, and otherwise complies with all governmental requirements.

Notwithstanding any obligation assumed by the other Party to investigate and remediate as referenced above in this Section 13, if Hazardous Materials are present on the Exchange Parcel, the investigating Party may either (i) elect to exchange for the Exchange Parcel subject to the cleanup, removal and remedial action necessary to comply with federal, state and local laws and regulations, all of which shall be undertaken by the investigating Party at the sole cost of the other Party, or (ii) terminate this Agreement by giving notice of such termination to the other Party and on such termination Seller and Buyer shall have no further rights, obligations or duties hereunder.

14. Risk of Loss and Maintenance. Between the Effective Date of this Agreement and closing, each Party assumes all risk of loss to its Exchange Parcel. Each Party acknowledges that the other Party's interest in exchange its Exchange Parcel is the preservation of the Exchange Parcels. Each Party shall maintain its Exchange Parcel in substantially its present condition pending Closing and shall not remove, or permit the removal of, any timber from its Exchange Parcel or otherwise make or permit any material changes in or upon its Exchange Parcel except with the other Party's advance written consent. In the event of loss or damage to the Exchange Parcel by casualty (specifically excluding loss or damage caused by the other Party, its agents, employees or contractors) such that the Exchange Parcel is, in the sole but reasonable discretion of the other Party, no longer suitable for its purposes, the other Party shall have the

right, by notice given as provided below, to terminate this Agreement, in which event, the Parties shall have no further rights, obligations or duties hereunder.

15. Notices. All notices, requests, demands or other communication hereunder shall be in writing addressed as follows:

If to Heritage: Chris Hill
Michael Phelps
390 Brogdon Road
Suwanee, Georgia 30024

With a copy to: Jeffrey R. Mahaffey, Esq.
Mahaffey Pickens Tucker, LLP
1550 North Brown Road
Suite 124
Lawrenceville, Georgia 30043

If to Flowery Branch: Bill Andrew, City Manager
City of Flowery Branch
Pine Street
Flowery Branch, Georgia 30542

With a copy to: E. Ronald Bennett, Jr., Esq.
Carothers & Mitchell, LLC
1809 Buford Highway
Buford, Georgia 30518

and shall be delivered either (i) personally, (ii) deposited in the U.S. Mail by registered or certified mail, return receipt request, postage prepaid or (iii) delivered next day delivery by a nationally recognized courier that provides next day service to be billed to the sender thereof. Any such communication delivered as provided in the previous sentence shall be deemed given upon receipt. Rejection, failure or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice sent by the sender.

16. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the transaction contemplated herein and constitutes the sole and entire agreement and understanding between the Parties with respect to said transaction. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of both Parties.
17. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

18. Effective Date. As used herein, the terms "date of this Agreement," "date hereof," "effective date of this Agreement," or "Effective Date," shall mean the date first written above.
19. Binding upon Public Vote. This Agreement shall not bind Flowery Branch until approved in a properly noticed meeting of the City County of the City of Flowery Branch, Georgia.
20. Counterparts; Receipt via Facsimile or Email. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via fax or email by a Party or its designated legal counsel of a duly executed counterpart of any amendment to this Agreement from the other Party to this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of such amendment and bind the parties to the terms thereof, it being acknowledged and agreed that execution and delivery via fax or email shall be deemed to be equivalent to execution and delivery of original counterparts of any such amendments to this Agreement.
21. Parties Bound. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
22. Attorney's Fees. In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.
23. Headings; Rules of Construction. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof. All references herein to the singular shall include the plural, and vice versa. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against either Party because of authorship.
24. Assignability. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in the sole discretion of such other Party.
25. Time of Essence. Time is of the essence of this Agreement.
26. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.
27. Confidentiality. The Parties hereto agree that the terms of this Agreement shall remain confidential, and that copies of this Agreement, or the contents thereof, shall not be

provided to anyone other than the Parties or their respective attorneys, employees or representatives without the consent of the Parties hereto, unless either Party is compelled to produce this Agreement pursuant to legal process, or by a requirement in connection with an exchange of Exchange Parcel to a governmental entity.

28. No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. Any Party hereto may waive the benefit of any provision, contingency or condition for its benefit contained in this Agreement.

29. Covenant not to Convey or Further Encumber. The Parties further agrees that, during the term of this Agreement or any extension thereof, a Party shall not, unless previously agreed to in writing by the other Party:

29.1 convey to any person or governmental agency any interest in the Exchange parcel, including but not limited to, any easements, licenses, leaseholds, restrictions, development rights or any similar interest which conveys any right to build or develop the Exchange Parcel without the written prior consent of the other Party, which consent may be withheld by the other Party for any reason related to change in the value of the Exchange Parcel or its acceptability or use for the purposes referenced above in this Agreement;

29.2 further encumber the Exchange Parcel with any debts, debt instruments, mortgages, liens, security deeds, future advances or any other financial encumbrances without the other Party's prior consent, which consent will not unreasonably be withheld, and the Party shall not fail to pay any property taxes or assessments when due or fail to take any other action which results or may reasonably be expected to result in any lien upon the Exchange Parcel; or

29.3 take or permit any action, the result of which is or may reasonably be expected to result in a change in land use, zoning, or right to develop the Exchange Parcel without the other Party's written prior consent, which consent may be withheld by the other Party for any reason related to change in value of the Exchange Parcel, or its acceptability or use for the purposes referenced above in this Agreement.

A breach of any of the covenants set forth in this section by a Party shall be deemed a material breach of this Agreement and a default hereunder and in such case the breaching Party shall, upon notice and demand by the other Party, reimburse the other Party for all actual, reasonable and documented payments made by the other Party to any service provider in the course of the other Party's due diligence work to investigate the suitability of the Exchange Parcel or to prepare for Closing (not to exceed the sum of \$25,000.00).

30. Miscellaneous. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

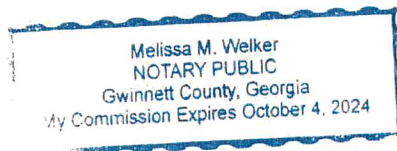
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the Effective Date.

Sworn to and subscribed before me
this 23 day of February, 2021.

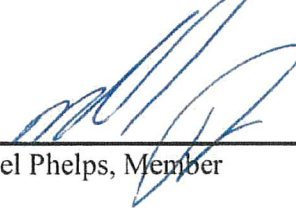


NOTARY PUBLIC

My commission expires:



HERITAGE GROUP HOMES, LLC

 member

By: Michael Phelps, Member

ATTEST:



By: Chris Hill, Member

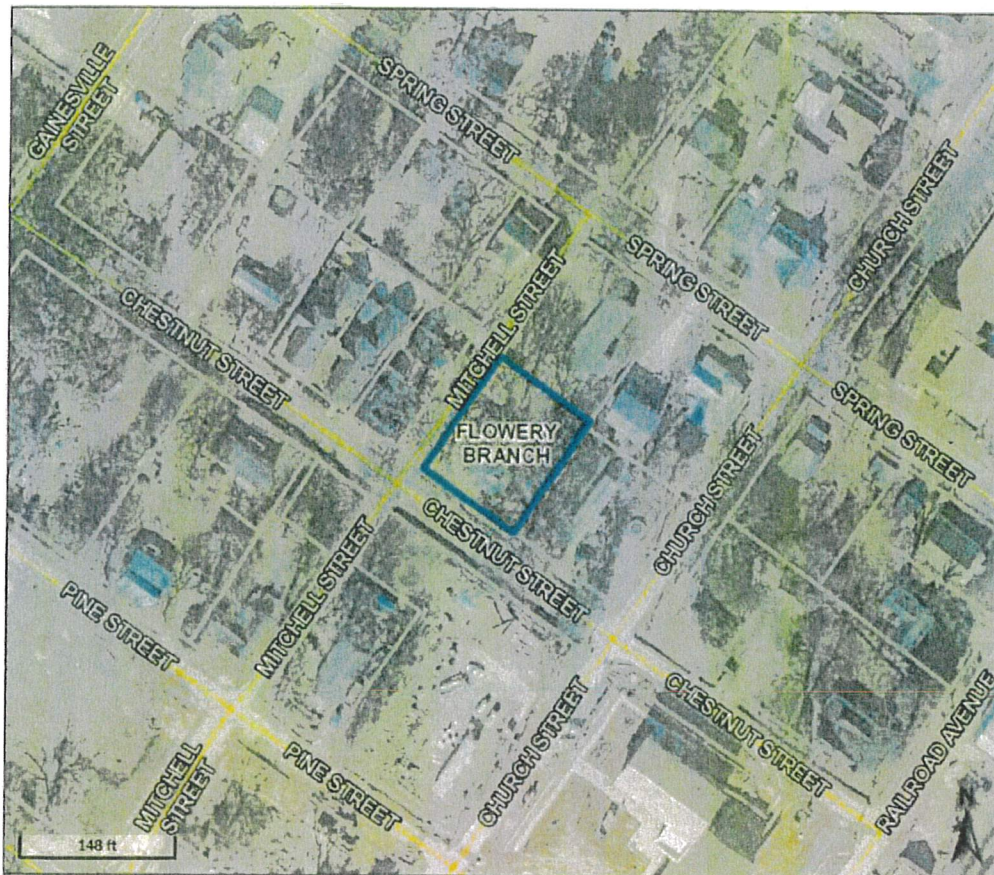
Signatures Continued Next Page

ATTEST:

CITY OF FLOWERY BRANCH, GEORGIA

Vickie Short, City Clerk

By: James M. Miller, Mayor



Legend

- ☐ Parcels
- Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018001
 Class Code Residential
 Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
 Acres n/a

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
 Physical Address 5410 CHESTNUT ST
 Assessed Value Value \$63320

Last 2 Sales			
Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

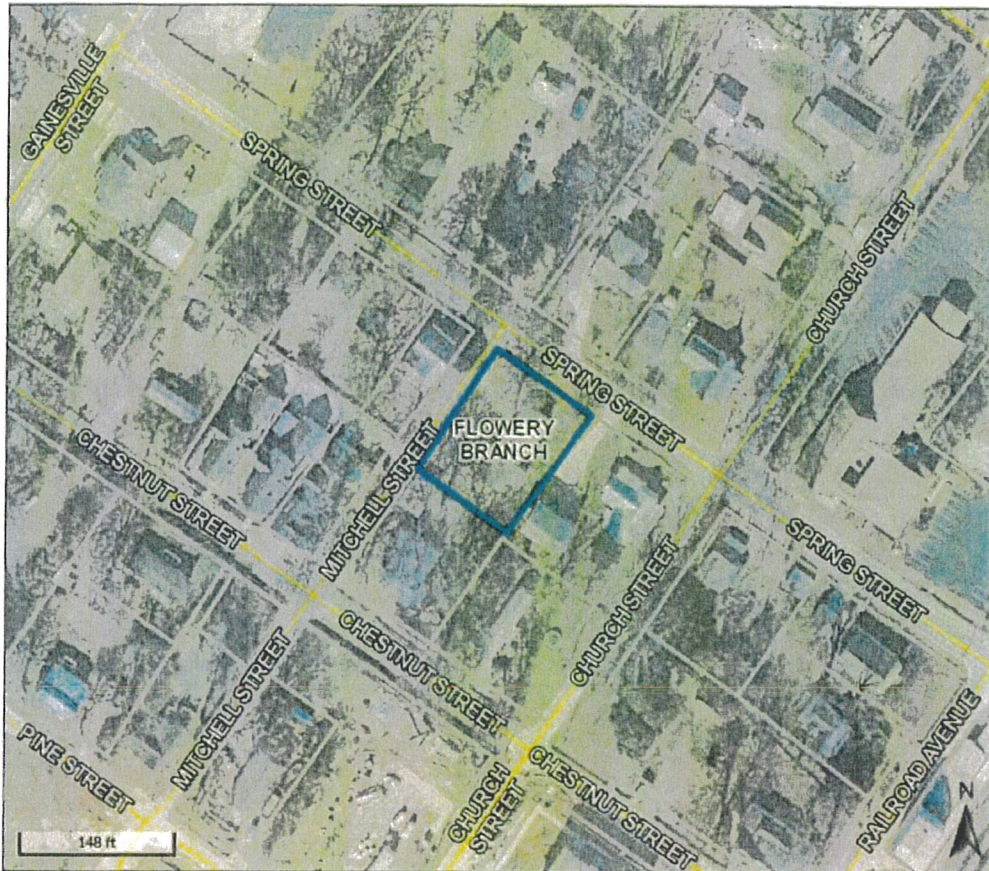
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Date created: 10/1/2019
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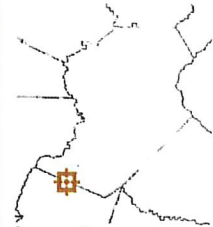
Developed by  **Schneider**
 GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT HERITAGE AND FLOWERY BRANCH

Heritage Parcels - Exhibit A



Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018003A
Class Code Residential
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres n/a

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
Physical Address 5405 MITCHELL ST
Assessed Value Value \$61100

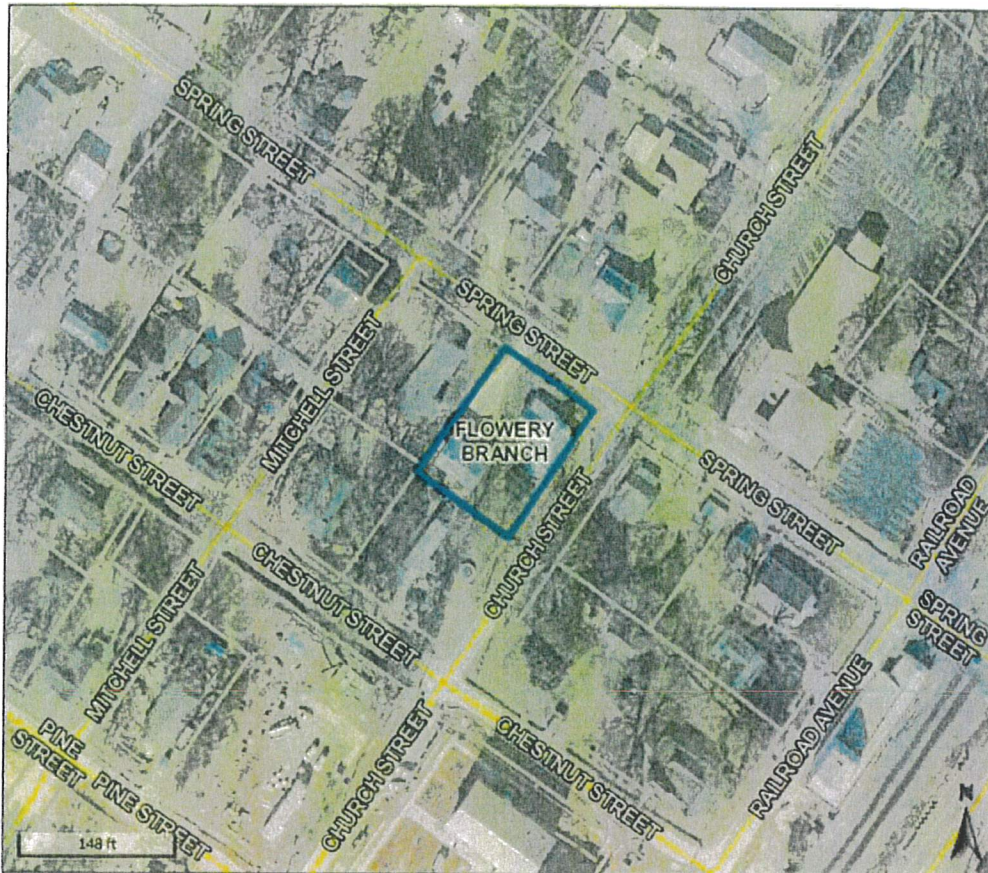
Last 2 Sales

Date	Price	Reason	Qual
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10/22/2018	0	50	U

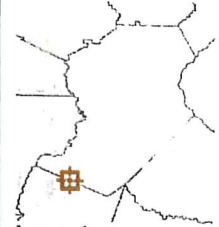
(Note: Not to be used on legal documents)

Date created: 10/1/2019
 Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by  **Schneider**
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Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018003
 Class Code Residential
 Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
 Acres n/a

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
 Physical Address 5304 CHURCH ST
 Assessed Value Value \$181400

Last 2 Sales			
Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

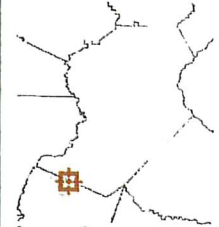
(Note: Not to be used on legal documents)

Date created: 10/1/2019
 Last Data Uploaded: 10/1/2019 1:17:57 AM

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Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018002
Class Code Residential
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres n/a

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
Physical Address 5314 CHURCH ST
Assessed Value Value \$31400

Last 2 Sales

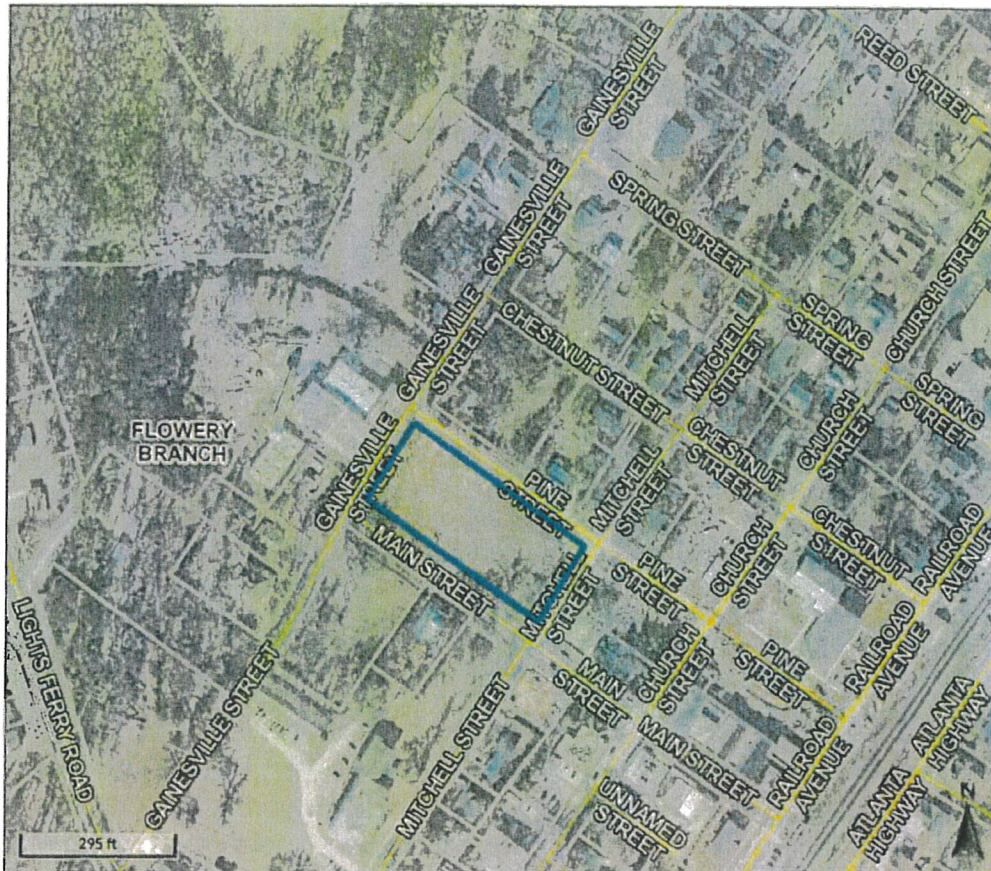
Date	Price	Reason	Qual
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10/22/2018	0	50	U

(Note: Not to be used on legal documents)

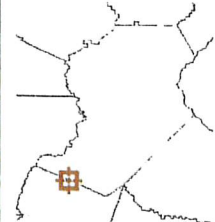
Date created: 10/1/2019

Last Data Uploaded: 10/1/2019 1:17:57 AM

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Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID	08112 023001	Owner	FLOWERY BRANCH CITY OF	Last 2 Sales			
Class Code	Exempt		5517 MAIN STREET	Date	Price	Reason	Qual
Taxing District	FLOWERY BRANCH-TAD		FLOWERY BRANCH GA 30542	10/18/2010	\$262500	19	U
	FLOWERY BRANCH-TAD	Physical Address	5702 MAIN ST	3/31/2008	0	5	U
Acres	1.41	Assessed Value	Value \$610962				
(Note: Not to be used on legal documents)							

Date created: 10/1/2019

Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by  **Schneider**
GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT HERITAGE AND FLOWERY BRANCH

Flowery Branch Parcel - Exhibit B

**REAL PROPERTY EXCHANGE AGREEMENT
HERITAGE AND FLOWERY BRANCH**

Exhibit C

Leases, Licenses, Contracts or Agreements

If there are no leases, licenses, contracts or agreements, Heritage shall so state and sign and date below. If there are any leases, etc., the parties to such agreements and the name and date of each such agreement should be listed here and a copy of each such document should be delivered to Flowery Branch for review prior to execution of this Agreement.

For the City of Flowery Branch: None.

For Heritage Group Homes, LLC:

<u>Residential Lease Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
5304A Church Street	Bill's Rentals and John Watson	12/17/16
5304B Church Street	Bill's Rentals, Jason White and Violet Wilcox	04/06/19
5304C Church Street	Bill's Rentals and Christie Palacin	01/03/15
5304D Church Street	Bill's Rentals, Robert Pearson and John Watson	01/03/15
5314 Church Street	Bill's Rentals and Tara Nelms	01/11/20
5405 Mitchell Street	Bill's Rentals, Dyan Steed and Robert Pearson	12/31/16

**REAL PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN
WINTERSET HOLDINGS, LLC AND CITY OF FLOWERY BRANCH, GEORGIA**

THIS REAL PROPERTY EXCHANGE AGREEMENT ("Agreement") is hereby made and entered into the 27 day of January, 2020 ("Effective Date") by and between Winterset Holdings, LLC, a Georgia limited liability company ("Winterset"), and the City of Flowery Branch, Georgia, a Georgia municipal corporation ("Flowery Branch"). Winterset and Flowery Branch may sometimes be collectively referred to herein as the "Parties" and, individually as a "Party."

WHEREAS, Winterset owns approximately 1.19± acres of real property comprised of four parcels located in Flowery Branch, Georgia, commonly known 5410 Chestnut Street, 5405 Mitchell Street, 5304 Church Street and 5314 Church Street (collectively referred to as the "Winterset Parcel"); and

WHEREAS, Flowery Branch owns approximately 1.41± acres of real property located in Flowery Branch, Georgia, commonly known as 5701 Main Street ("Flowery Branch Parcel"); and

WHEREAS, subject to the terms of this Agreement, Winterset and Flowery Branch desire to exchange the Winterset Parcel and Flowery Branch Parcel (the Winterset Parcel and the Flowery Branch Parcel are sometimes referred to separately herein as an "Exchange Parcel," or together as "Exchange Parcels"), together with all rights, title and interests.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Exchange.

1.1 Winterset agrees to convey and Flowery Branch agrees to accept the Winterset Parcel which contains those certain tracts or parcels of land more particularly described and shown on Exhibit A, which is attached hereto and incorporated herein by reference.

1.2 Flowery Branch agrees to convey and Winterset agrees to accept the Flowery Branch parcel which contains that certain tract or parcel of land more particularly described and shown on Exhibit B, which is attached hereto and incorporated herein by reference.

2. Appraisals. Each Party shall cause an appraisal of its Exchange Parcel, bear the cost of said appraisal, and shall deliver a copy of said appraisal report in its entirety to the other Party.

3. Purchase Price. The Parties agree that the Exchange Parcels are of at least equal value. In the event the appraised value of the Winterset Parcel is less than the appraised value of the Flowery Branch Parcel, then Flowery Branch may terminate this Agreement by

giving written notice to Winterset, whereupon this Agreement shall automatically terminate and be of no further force and effect.

4. Existing Property Information. Within ten (10) business days from the Effective Date of this Agreement, each Party shall deliver to the other, without warranty, the following documents to the extent in each Party's possession or control and pertaining to the operation or ownership of its Exchange Parcel or any portion thereof:
 - 4.1 Title insurance policies and copies of any instruments or documents evidencing exceptions to coverage under any such policy;
 - 4.2 *Ad valorem* tax bills, tax notices and protests dated within the past three years;
 - 4.3 Rights of third parties in and to the Exchange Parcel or any portion thereof, including copies of any and all leases or other use agreements;
 - 4.4 Notices or correspondence from or to tenants of the Exchange Parcel or public agencies or authorities;
 - 4.5 Results of environmental or engineering investigations or inspections, studies, audits, etc., including, without limitation, written reports, correspondence, and laboratory test results from any testing of materials, soil, water (ground or surface) from or at the Exchange Parcel or from any improvements located thereon; and
 - 4.6 Surveys of the Exchange Parcel.
5. Surveys. Each Party shall obtain a survey of its Exchange Parcel, bear the cost of said survey, and shall deliver a copy of said survey to the other Party. Each survey of the Exchange Parcel shall show the boundaries and state the acreage of the Exchange Parcel rounded to the nearest one-hundredth (1/100th) of an acre. The surveys of the Exchange Parcels shall conclusively determine as between Winterset and Flowery Branch the exact acreage of the Exchange Parcels. Each Party shall have until the date that is thirty (30) days after receipt of the other Party's complete survey signed by the surveyor to examine the survey and title to the Exchange Parcel and to raise any objectionable matter or defect which affects the marketability or insurability of the title to the Exchange Parcel or which adversely affects the use of the Exchange Parcel.
6. Closing. The consummation of the exchange of the Exchange Parcels contemplated under this Agreement ("Closing") shall be held on or before thirty (30) days after the expiration of the Inspection Period. Each Party agrees that Closing may occur at a location mutually agreed upon by the Parties. Normal and customary closing adjustments and pro-rations shall be made only for ad valorem property taxes, insurance, rent and utilities. Each Party agrees to deliver possession of its Exchange Parcel at Closing in an unoccupied condition which is free and clear of any right of possession or claim to right of possession by any third party.

7. Closing Costs. Unless otherwise stated herein, each Party shall bear its own costs including, without limitation, its own attorneys' fees and costs; and the recording and transfer taxes and fees for the Exchange Parcel received by it.
8. Conveyance of Title. Each Party shall convey fee simple title to its Exchange Parcel to the other at Closing pursuant to a recordable limited warranty deed. The title to the Exchange Parcels shall be insurable by any nationally or regionally recognized title insurance company.
9. Inspection Period. Each Party and its employees, agents, representatives and contractors shall up and through April 29, 2020 during which to enter, test, inspect, survey, examine the other's Exchange Parcel, including without limitation any improvements located thereon, in order to determine in its sole discretion, whether the other's Exchange Parcel is suitable for and feasible to develop in accordance with their respective intended development plan, including, without limitation, topographical surveys, soil tests, borings, percolation tests and other tests needed to determine environmental, surface, subsurface and topographic conditions ("Inspection Period"). In the event either Party determines, in its sole and absolute discretion, that the other's Exchange Parcel is not acceptable, that Party shall have the exclusive right and option to terminate this Agreement on or before fourteen (14) days after the expiration of the Inspection Period.
10. Conditions to Closing.
 - 10.1 Winterset's obligation to close shall at all times be conditioned upon the following (unless Winterset waives any such condition in writing):
 - 10.1.1 Flowery Branch's performance of all of its obligations under this Agreement in accordance with the provisions hereof;
 - 10.1.2 The truth and accuracy of Flowery Branch's warranties and representations hereunder;
 - 10.1.3 The absence of any objectionable defect in the survey or title of the Flowery Branch Parcel;
 - 10.1.4 Water and sewer are reasonable accessible to the Flowery Branch Parcel;
 - 10.1.5 A rezoning of and/or variance the Flowery Branch Parcel acceptable to Winterset in its sole and absolute discretion;
 - 10.1.6 A Certificate of Appropriateness from the Flowery Branch Historic Preservation Commission;

10.1.7 Elevations approved by the Flowery Branch City Council; and

10.1.8 A Land Development Permit issued by Flowery Branch.

Should any one or more of the conditions set forth in this subsection 10.1 not be satisfied by the Closing date, then HBG may terminate this Agreement by giving written notice to Flowery Branch, whereupon this Agreement shall automatically terminate and be of no further force and effect.

10.2 Flowery Branch's obligation to close shall at all times be conditioned upon the following (unless Flowery Branch waives any such condition):

10.2.1 Winterset's performance of all of its obligations under this Agreement in accordance with the provisions hereof;

10.2.2 The truth and accuracy of Winterset's warranties and representations hereunder;

10.2.3 The absence of any objectionable defect in the survey or title of the Winterset Parcel;

10.2.4 The approval of the Flowery Branch City Council by vote at a public meeting; and

10.2.5 Compliance with all the requirements set forth in O.C.G.A. § 36-37-6(c).

Should any one or more of the conditions set forth in this subsection 10.2 not be satisfied by the Closing date, then Flowery Branch may terminate this Agreement by giving written notice to Winterset, whereupon this Agreement shall automatically terminate and be of no further force and effect.

11. Parties' Representations. Each Party represents to the other Party that:

11.1 The Party shall have good and marketable fee simple title to the Exchange Parcel at the time of Closing;

11.2 The Party has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby in accordance with its terms;

- 11.3 To the Party's knowledge, there are no unrecorded leases, licenses, contracts or agreements of any kind whatsoever affecting the Property or any part thereof except those, if any, set forth in Exhibit C attached hereto and by this reference incorporated herein, all of which are cancelable without cause upon no more than thirty (30) days' written notice.;
- 11.4 The Party will not extend or modify any of the agreements listed in Exhibit C hereto, as attached and acknowledged by the Party, or enter into any other contracts or agreements of any kind affecting the Exchange Parcel or any part thereof after the date of this Agreement which will be binding on the other Party or the Exchange after Closing, without the advance written consent of the other Party, which may be withheld by the Party in its sole discretion;
- 11.5 The Party knows of no pending or threatened proceedings, including, without limitation, boundary line disputes, which might affect the Exchange Parcel or any part thereof or the Party's title thereto;
- 11.6 There exists no uncured notice of actual or alleged non-compliance, violation, or default served upon or delivered to the Party by any private or governmental party which might result in any lien upon or claim against the Exchange Parcel or any part thereof or which specifies any violation of law, rule, regulation, ordinance, covenant, condition or restriction with respect to the Exchange or any part thereof;
- 11.7 To the Party's knowledge, (i) there is no condition at, on, under or related to the Exchange Parcel presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, (ii) there has been no production, use, treatment, storage, transportation or disposal of any Hazardous Materials (as hereinafter defined) on the Exchange Parcel, and (iii) there has been no release or threatened release of any Hazardous Materials, pollutant or contaminant into, upon or over the Exchange Parcel or any property adjacent thereto or into or upon ground or surface water at the Exchange Parcel or any property adjacent thereto;
- 11.8 To the Party's knowledge, no Hazardous Materials are now or ever have been stored on the Exchange Parcel in underground tanks, pits or surface impoundments and there are no polychlorinated biphenol- containing or asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Exchange Parcel or other assets to be transferred pursuant to this Agreement.
- 11.9 The Party warrants that there are no facts known to the Party materially affecting the value of the Exchange Parcel which are not readily observable by the other Party or which have not been disclosed in writing to the other Party.

- 11.10 The Party has provided to the other Party copies of all written notices, or communications of any type which Seller has received concerning the actual or potential presence of Hazardous Materials on the Exchange Parcel, and copies of all reports or investigations in the possession or control of the Party concerning the actual or potential presence of hazardous substances or any Hazardous Materials on the Exchange Parcel. The Party agrees to promptly immediately provide to the other Party copies of all such aforementioned notices and communications received prior to closing.

As used herein, whenever the phrase “the Party’s knowledge,” or words of similar import are used, such language shall be deemed to refer to the actual, and not imputed or constructive, knowledge of members of Winterset Holdings, LLC and the elected officials and City Manager of Flowery Branch, without any duty of inquiry.

In the event that a Party learns that its representation or warranty has become inaccurate after the Effective Date and prior to Closing, the Party shall promptly notify the other Party and the other Party, as its sole remedy, shall have the option to terminate this Agreement by written notice to the Party giving notice. Upon such termination the Parties shall be relieved of all liability and obligations hereunder. If the other Party does not terminate this Agreement, the other Party shall be deemed to have waived such breach of representation or warranty.

In the event that a Party learns that the other Party’s representation or warranty might be untrue prior to the Closing, and the Party elects to proceed with the transaction contemplated herein, then, and in that event, the Party waives any right that it may have to bring an action or proceeding against the other Party regarding said representation or warranty.

The Parties disclaims all representations, warranties and covenants other than those which are specifically provided in this Agreement. The representations and warranties set forth in this Section 11 shall be deemed material conditions of the consummation of the transaction contemplated by this Agreement, and shall expressly survive the closing of such transactions and the delivery of the instruments of conveyance for a period of twelve (12) months (the “Survival Period”), but not thereafter.

12. Hazardous Material. Hazardous Material means any substance:

- 12.1 the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law (“Environmental Laws”); or

- 12.2 which is or becomes defined as a “hazardous substance”, pollutant, or contaminant under any Environmental Laws or any amendment to any thereof including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); or
- 12.3 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the State of Georgia or any political subdivision thereof; or
- 12.4 the presence of which on the Exchange Parcel causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Exchange Parcel; or
- 12.5 the presence of which on adjacent properties could constitute a trespass by the Party; or
- 12.6 which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons, polychlorinated biphenols (PCBs), asbestos, urea formaldehyde foam insulation, or radon gas.
13. Hazardous Materials Audit(s) and Option to Remediate. During the Term, a Party may obtain, at that Party’s cost, a report of an investigation of the other Party’s Exchange Parcel carried out and prepared by a licensed engineer or geologist or other environmental professional selected by it employing procedures that a prudent purchaser would employ under the circumstances (“Phase I Audit”). A copy of the final report for the Phase I Audit will be delivered by said Party to the other Party. In the event that the Phase I Audit final report states that there is more than a low probability that Hazardous Materials are present on or beneath the surface of the other Party’s Exchange Parcel, or that further investigations are necessary to determine whether Hazardous Materials are present (“Unsatisfactory Report”), then the investigating Party may elect to terminate this Agreement by giving written notice to the other Party prior to the Expiration Date, in which event the Parties shall have no further rights, obligations or duties hereunder. Also, in the event of an Unsatisfactory Report, the investigating Party shall be permitted to

conduct a so-called "Phase II Audit" of the environmental condition of the other Party's Exchange Parcel prior to the Closing with the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed by the other Party as long as the investigating Party agrees to keep the results of any Phase II Audit confidential, and not to disclose same to the other Party or any agent of the other Party. If any such Phase II Audit obtained by the investigating Party discloses conditions or results that, in said Party's reasonable judgment, fail to satisfactorily ameliorate the Unsatisfactory Report, then the investigating Party may elect to terminate this Agreement by giving notice as required herein, in which event, the Parties shall have no further rights, obligations or duties hereunder.

Notwithstanding the foregoing, such notice of termination may be suspended by the investigating Party if the other Party gives notice, within three (3) days of receipt of the investigating Party's notice of termination, that the other Party has elected to promptly carry out, at its sole expense, and with contractors selected or approved by the investigating Party, all further investigations and remediation of the Exchange Parcel as is necessary to make the Exchange Parcel acceptable to the investigating Party within a time period acceptable to the investigating Party (it being understood that the other Party shall have no obligation to perform any such investigations or remediation). If the other Party elects to carry out such further investigation or remediation the Closing Date shall be extended automatically until the date that is fifteen (15) days following the investigating Party's receipt of (i) information from the contractor(s) which permits the investigating Party to conclude, in its sole discretion, that the Exchange Parcel is satisfactory to the investigating Party, or (ii) letters of "no further action" required from regulatory agencies, indicating that either there is no more than a low probability that Hazardous Materials are present on or beneath the surface of the Exchange Parcel, or that the Exchange Parcel has been remediated to the investigating Party's satisfaction, and otherwise complies with all governmental requirements.

Notwithstanding any obligation assumed by the other Party to investigate and remediate as referenced above in this Section 13, if Hazardous Materials are present on the Exchange Parcel, the investigating Party may either (i) elect to exchange for the Exchange Parcel subject to the cleanup, removal and remedial action necessary to comply with federal, state and local laws and regulations, all of which shall be undertaken by the investigating Party at the sole cost of the other Party, or (ii) terminate this Agreement by giving notice of such termination to the other Party and on such termination Seller and Buyer shall have no further rights, obligations or duties hereunder.

13. Risk of Loss and Maintenance. Between the Effective Date of this Agreement and closing, each Party assumes all risk of loss to its Exchange Parcel. Each Party acknowledges that the other Party's interest in exchange its Exchange Parcel is the preservation of the Exchange Parcels. Each Party shall maintain its Exchange Parcel in substantially its present condition pending Closing and shall not remove, or permit the removal of, any timber from its Exchange Parcel or otherwise make or permit any material changes in or upon its Exchange Parcel except with the other Party's advance written consent. In the event of loss or damage to the Exchange Parcel by casualty (specifically excluding loss or damage caused by the other Party, its agents, employees or contractors) such that the Exchange Parcel is, in the sole but reasonable discretion of the other Party, no longer suitable for its purposes, the other Party shall have the right, by notice given as provided below, to terminate this Agreement, in which event, the Parties shall have no further rights, obligations or duties hereunder.

14. Notices. All notices, requests, demands or other communication hereunder shall be in writing addressed as follows:

If to Winterset:

With a copy to:

If to Flowery Branch: City of Flowery Branch
Pine Street
Flowery Branch, Georgia 30542
Attn: Bill Andrew, City Manager

With a copy to: Carothers & Mitchell, LLC
1809 Buford Highway
Buford, Georgia 30518
Attn: E. Ronald Bennett, Jr., City Attorney

and shall be delivered either (i) personally, (ii) deposited in the U.S. Mail by registered or certified mail, return receipt request, postage prepaid or (iii) delivered next day delivery by a nationally recognized courier that provides next day service to be billed to the sender thereof. Any such communication delivered as provided in the previous sentence shall be deemed given upon receipt. Rejection, failure or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice sent by the sender.

15. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the transaction contemplated herein and constitutes the sole and entire agreement and understanding between the Parties with respect to said transaction. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of both Parties.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
17. Effective Date. As used herein, the terms “date of this Agreement,” “date hereof,” “effective date of this Agreement,” or “Effective Date,” shall mean the date first written above.
18. Binding upon Public Vote. This Agreement shall not bind Flowery Branch until approved in a properly noticed meeting of the City County of the City of Flowery Branch, Georgia.
19. Counterparts; Receipt via Facsimile or Email. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via fax or email by a Party or its designated legal counsel of a duly executed counterpart of any amendment to this Agreement from the other Party to this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of such amendment and bind the parties to the terms thereof, it being acknowledged and agreed that execution and delivery via fax or email shall be deemed to be equivalent to execution and delivery of original counterparts of any such amendments to this Agreement.
20. Parties Bound. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
21. Attorney's Fees. In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.
22. Headings; Rules of Construction. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof. All references herein to the singular shall include the plural, and vice versa. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against either Party because of authorship.
23. Assignability. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in the sole discretion of such other Party.
24. Time of Essence. Time is of the essence of this Agreement.
25. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any

reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.

26. Confidentiality. The Parties hereto agree that the terms of this Agreement shall remain confidential, and that copies of this Agreement, or the contents thereof, shall not be provided to anyone other than the Parties or their respective attorneys, employees or representatives without the consent of the Parties hereto, unless either Party is compelled to produce this Agreement pursuant to legal process, or by a requirement in connection with an exchange of Exchange Parcel to a governmental entity.
27. No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. Any Party hereto may waive the benefit of any provision, contingency or condition for its benefit contained in this Agreement.
28. Covenant not to Convey or Further Encumber. The Parties further agrees that, during the term of this Agreement or any extension thereof, a Party shall not, unless previously agreed to in writing by the other Party:
 - 28.1 convey to any person or governmental agency any interest in the Exchange parcel, including but not limited to, any easements, licenses, leaseholds, restrictions, development rights or any similar interest which conveys any right to build or develop the Exchange Parcel without the written prior consent of the other Party, which consent may be withheld by the other Party for any reason related to change in the value of the Exchange Parcel or its acceptability or use for the purposes referenced above in this Agreement;
 - 28.2 further encumber the Exchange Parcel with any debts, debt instruments, mortgages, liens, security deeds, future advances or any other financial encumbrances without the other Party's prior consent, which consent will not unreasonably be withheld, and the Party shall not fail to pay any property taxes or assessments when due or fail to take any other action which results or may reasonably be expected to result in any lien upon the Exchange Parcel; or
 - 28.3 take or permit any action, the result of which is or may reasonably be expected to result in a change in land use, zoning, or right to develop the Exchange Parcel without the other Party's written prior consent, which consent may be withheld by the other Party for any reason related to change in value of the Exchange Parcel, or its acceptability or use for the purposes referenced above in this Agreement.

A breach of any of the covenants set forth in this section by a Party shall be deemed a material breach of this Agreement and a default hereunder and in such case the breaching Party shall, upon notice and demand by the other Party, reimburse the other Party for all

actual, reasonable and documented payments made by the other Party to any service provider in the course of the other Party's due diligence work to investigate the suitability of the Exchange Parcel or to prepare for Closing (not to exceed the sum of \$25,000.00).

29. Miscellaneous. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the Effective Date.



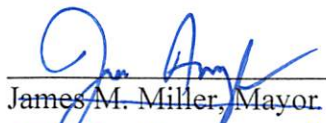
Sworn to as subscribed before me
this 07 day of January, 2020.



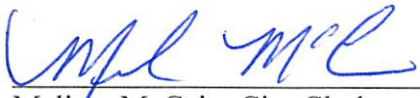
WINTERSET HOLDINGS, LLC


Chris Hill, Managing Member

CITY OF FLOWERY BRANCH, GEORGIA


James M. Miller, Mayor
Joe Anglin, Mayor Pro Tem

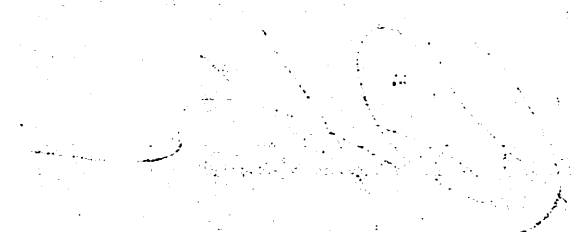
ATTEST:


Melissa McCain, City Clerk



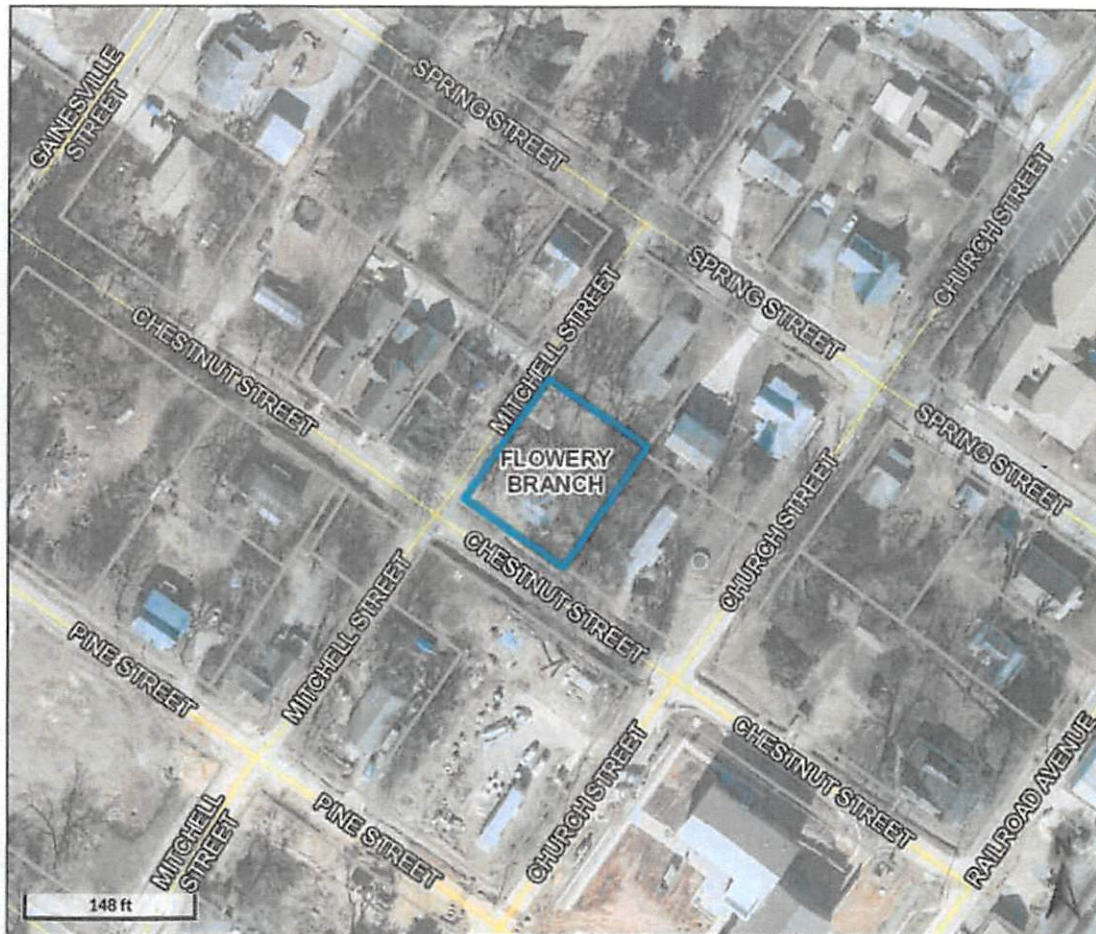
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Parcel ID 08112018001
 Class Code Residential
 Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
 Acres n/a

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
 Physical Address 5410 CHESTNUT ST
 Assessed Value Value \$63320

Last 2 Sales			
Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

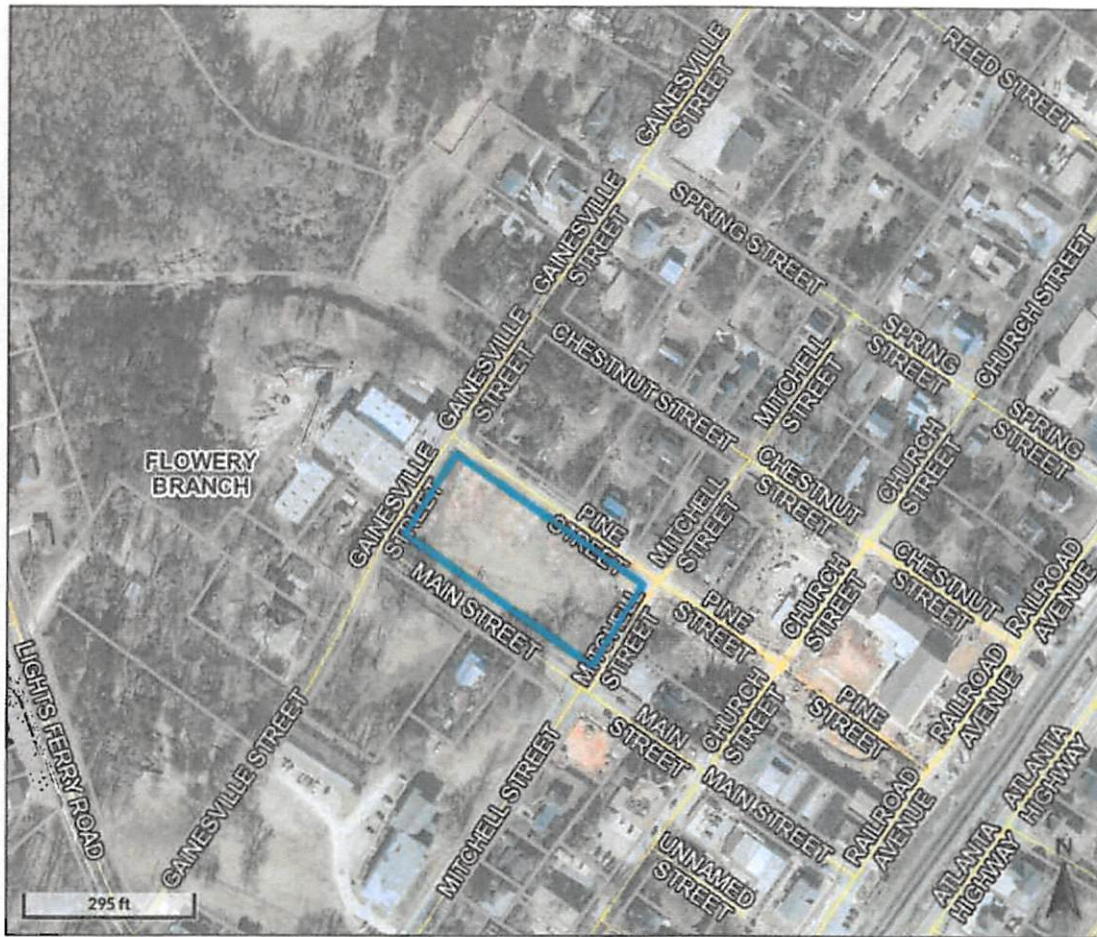
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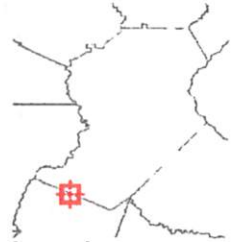
Developed by  **Schneider**
 GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT WINTERSET AND FLOWERY BRANCH

Winterset Parcels - Exhibit A



Overview



Legend

 Parcels

 Roads

Cities

 BRASELTON

 BUFORD

 CLERMONT

 FLOWERY BRANC

 GAINESVILLE

 GILLSVILLE

 LULA

 OAKWOOD

 RESTHAVEN

Parcel ID 08112 023001
Class Code Exempt
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres 1.41

(Note: Not to be used on legal documents)

Owner FLOWERY BRANCH CITY OF
 5517 MAIN STREET
 FLOWERY BRANCH GA 30542
Physical Address 5702 MAIN ST
Assessed Value Value \$610962

Last 2 Sales		Reason	Qual
Date	Price		
10/18/2010	\$262500	19	U
3/31/2008	0	5	U

Date created: 10/1/2019
 Last Data Uploaded: 10/1/2019 1:17:57 AM

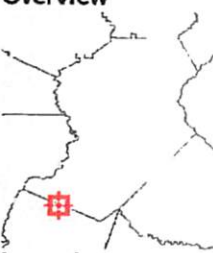
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REAL PROPERTY EXCHANGE AGREEMENT WINTERSET AND FLOWERY BRANCH

Flowery Branch Parcel - Exhibit B



Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID	08112 018002	Owner	BILL'S RENTALS, LLC	Last 2 Sales			
Class Code	Residential		3343 SPRING DALE FOREST BLVD	Date	Price	Reason	Qual
Taxing District	FLOWERY BRANCH-TAD		GAINESVILLE GA 30506	10/22/2018	0	50	U
	FLOWERY BRANCH-TAD	Physical Address	5314 CHURCH ST	10/22/2018	0	50	U
Acres	n/a	Assessed Value	Value \$31400				

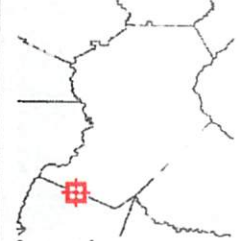
(Note: Not to be used on legal documents)

Date created: 10/1/2019
Last Data Uploaded: 10/1/2019 1:17:57 AM

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Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018003
Class Code Residential
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres n/a

(Note: Not to be used on legal documents)

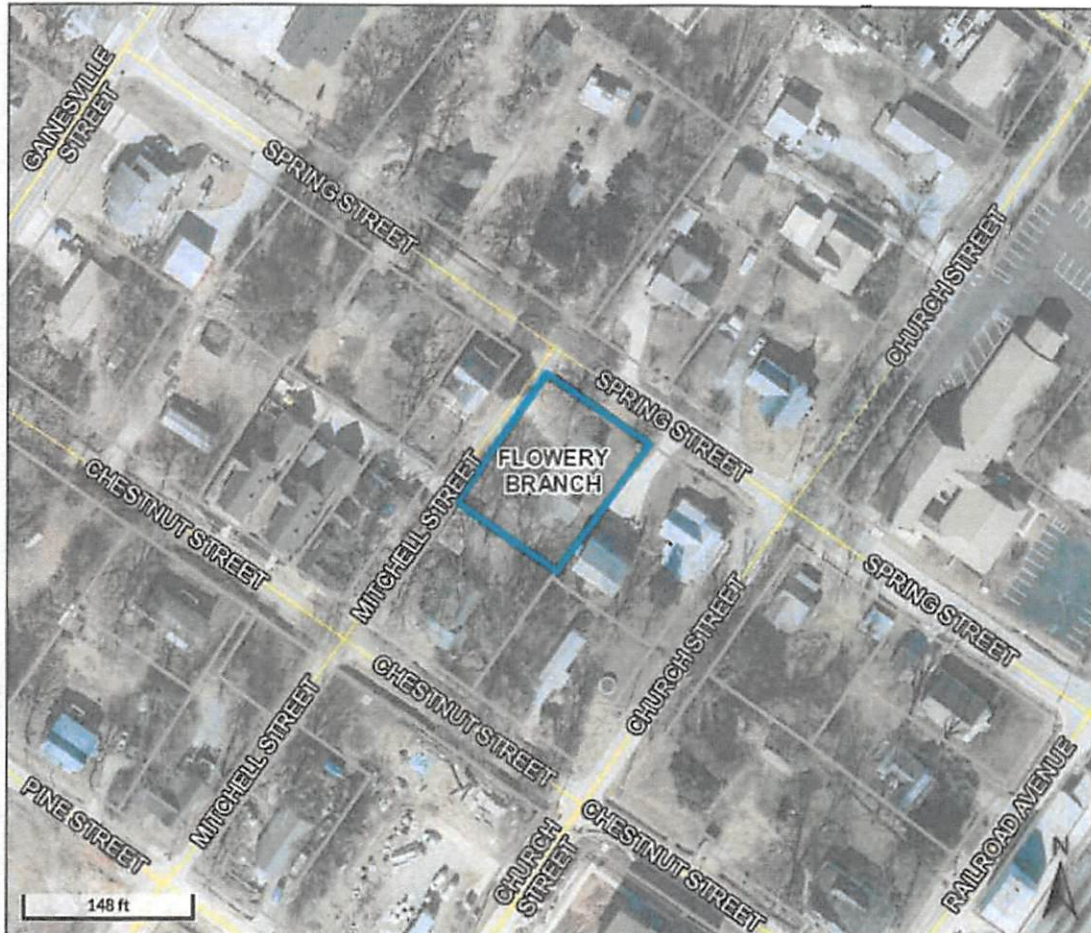
Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
Physical Address 5304 CHURCH ST
Assessed Value Value \$181400

Last 2 Sales

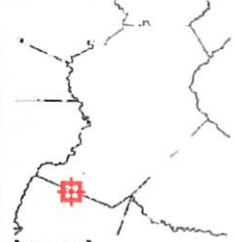
Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

Date created: 10/1/2019
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Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID	08112 018003A	Owner	BILL'S RENTALS, LLC	Last 2 Sales			
Class Code	Residential		3343 SPRING DALE FOREST BLVD	Date	Price	Reason	Qual
Taxing District	FLOWERY BRANCH-TAD		GAINESVILLE GA 30506	10/22/2018	0	50	U
	FLOWERY BRANCH-TAD	Physical Address	5405 MITCHELL ST	10/22/2018	0	50	U
Acres	n/a	Assessed Value	Value \$61100				

(Note: Not to be used on legal documents)

Date created: 10/1/2019
Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by  **Schneider**
GEOSPATIAL

**REAL PROPERTY EXCHANGE AGREEMENT
HERITAGE AND FLOWERY BRANCH**

Exhibit C

Leases, Licenses, Contracts or Agreements

If there are no leases, licenses, contracts or agreements, Heritage shall so state and sign and date below. If there are any leases, etc., the parties to such agreements and the name and date of each such agreement should be listed here and a copy of each such document should be delivered to Flowery Branch for review prior to execution of this Agreement.

For the City of Flowery Branch: None.

For Heritage Group Homes, LLC:

<u>Residential Lease Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
5304A Church Street	Bill's Rentals and John Watson	12/17/16
5304B Church Street	Bill's Rentals and Violet Wilcox	04/06/19
5304C Church Street	Bill's Rentals and Christie Palacin	
5304D Church Street	Bill's Rentals and John Watson	01/03/15
5314 Church Street	Bill's Rentals and Jacob / Tara Nelms	01/11/20
5405 Mitchell Street	Bill's Rentals and Robert Pearson	12/31/16



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intention to construct a residential community consisting of single family detached homes and townhomes.

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

Tracts were rezoned from R-2 (Residential) to M-1 (Light Industrial) with the intent to construct an industrial park in 2014. The industrial park was never constructed. Although a site plan was not included in the rezoning(s) of 2014, one was recently crafted for the City by Rochester and Associates, Inc. to show a potential layout for an industrial site (see attached - AIM Potential M1 Layout by Rochester). Please note this plan includes additional parcels of land that are not included in the Bill Stark rezoning request.

FACTS AND ISSUES:

In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land in order to connect the phases.

The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning, but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.
3. Elevations shall be submitted and approved by Mayor and Council prior to the issuance of any permits.
4. Ordinances 629 and 630 shall be amended to reflect the approved site plan, approved elevations, and all conditions as set forth by Mayor and Council.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

March 4 Public Hearing & Work Session

April 1 - Work Session (If Needed)

April 15 - First Vote

May 6 - Work Session (If Needed)

May 20 - Second and Final Vote

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Scanned complete rezoning application packet.pdf](#)
- [Combined pdf.pdf](#)
- [original layout & TSW suggestions.pdf](#)
- [AIM Potential M1 Layout by Rochester.pdf](#)
- [Staff Report .pdf](#)



Development Planning & Engineering, Inc.

Letter of Intent
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Letter of Intent

City of Flowery Branch
Community Development
PO Box 757
Flowery Branch, Georgia 30542

Rich Atkinson
Director of Planning and Community Development

RE: Mulberry Street Tract (Parcel numbers 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Dear Mr. Atkinson:

Please let this letter serve as our letter of intent to accompany our Rezoning Application for the project located in the 5000 block of Mulberry Street in the City of Flowery Branch, Hall County, Georgia. The proposed use for the property is an approximately 117.9-acre tract that will be completed in two phases. We are proposing Phase 1, with an acreage of 48.15 and 55 single family detached houses along with 140 attached townhomes, yielding a density of 4.33 lots per acre. Phase 2 has a boundary acreage of 69.8 acres with 144 single family detached homes, yielding a density of 2.06 units per acre. We are requesting the subject property be rezoned from the existing M-1 zoning to R3 Residential Multi-Family district.

We request to have the following Development Standards for the proposed project. This illustrates Bill Stark Communities commitment to building a quality development for the City of Flowery Branch and surrounding neighbors.

Proposed Development Standards

Sidewalks	• Five feet in Width on Internal Streets
Proposed Buffer	• 40 Foot Natural Undisturbed Buffer adjacent to Residentially zoned properties as shown on the Zoning Exhibit

Landscape Strip	• 10-foot landscape strip along Mulberry Street with trees and shrubs every 50 linear feet
Driveways	• Driveway width minimum 16 feet
House Square Footage	• 1,600 Square Feet Minimum
Setbacks Minimum Lot & Square Footage	• Single Family Detached • Minimum 6,000 Square Feet Phase 1 • Minimum 6,875 Square Feet Phase 2 • Front Setback 20 feet • Side Setback 5 feet • Rear Setback 25 feet • Townhome- As shown on zoning plan
Architecture	• All Facades to be a combination of brick, stone, and/or concrete siding • Minimum 2-foot brick water table • Architectural Shingles • Minimum of a Two Car Garage
Landscaping	• Landscaped Entrance • Front, Side and Rear Yards shall be sodded • All lawn and common area maintenance provided by a Mandatory HOA within attached townhome portion • All common area maintenance provided by a Mandatory HOA within the single-family subdivision (Phase 1 & Phase 2)
Proposed Amenities	• Parks and natural areas located within Phase 1 and Phase 2 • Active Amenity, walking path, dog park and large central park in Phase 1 • Recreation Area in Phase 2

According to the City of Flowery Branch comprehensive plan, housing should be “diverse and affordable housing that meets the needs of existing and future city residents, with a desirable mix of housing types, detached, single-family and townhouses. For planned traditional neighborhoods, acceptable uses are primarily single-family residences. Duplexes, townhouses, and accessory apartments may be permitted. Greens, plazas, and pocket parks incorporated into development plans.”

We feel that our project supports the spirit of the recommendations of the Comprehensive Plan by providing a mix of housing types and various parks and amenities with 199 single family detached units and 140 townhomes.

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

We appreciate your consideration of this rezoning request and please do not hesitate to give us a call if you have any questions.

Sincerely,

Tonya Woods
Development Planning and Engineering

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779



Development Planning & Engineering, Inc.

Rezoning Application City of Flowery Branch Mulberry Street

20-085



REZONING APPLICATION

Date: 12/4/2020

Address of Request:

Mulberry Street (Parcels parcels 08117 002008A, 08117002016D, 08117 002016B,
08117 002061, 08117 002001, 08134 000006)

Tax Map # See above Current Zoning: M1

Is this site located within the boundaries of the historic district? No
Yes

Currently a conforming use?

Any conditions of zoning, CUP's, etc.? NA

Applicant Information

Name: Stark Land Development /Development Planning and Engineering

Address: 3719 Winder Highway, Flowery Branch Georgia 30542

5074 Bristol Industrial Way, Suite B, Buford Georgia 30518

E-mail address: billstarkproperties@gmail.com twoods@dpengr.com

Phone number: 770.231.3829 770.271.2868

Signature:

Notary:



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

Notary:

Property Information

Tax Map Number: parcels (08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117 002001, 08134 000006)

Current Zoning: M1 Total Acres: 117.962

Is this property located within the city-limits of Flowery Branch? Yes

Proposed City of Flowery Branch Zoning: R3

Current Use: Vacant Land _____

Please review the Flowery Branch Code of Ordinances, Appendix C, "Zoning Ordinance", Article 34, for complete requirements.

Please provide the following at time of submittal in (one hard copy and digitally):

- Legal description
- Current survey of property



- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, “Zoning Ordinance”, Article 34 sections 34.5
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, “Zoning Ordinance”, Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, “Zoning Ordinance”, Article 34 sections 34.7
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)
- Names and addresses of adjoining property owners
- Reasons for requesting rezoning
- Signed statement authorizing City of Flowery Branch staff and/or City Council to inspect the subject property

Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request



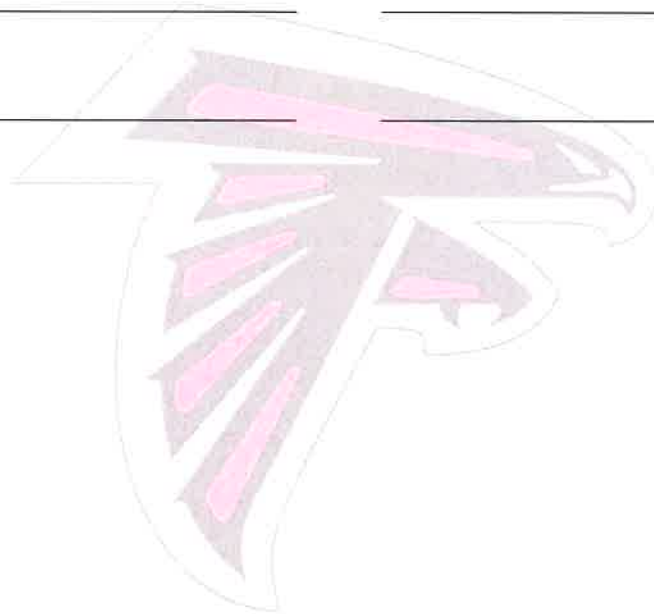
Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Officials Name

Amount of Description of Gift

_____	_____
_____	_____



CITY STAFF ONLY

Application Received By: _____

Date: _____ Total Fee: _____





REZONING ADDITIONAL INFORMATION REQUIREMENT

Date:

____ 12/14/2020 _____

Address of Request:

____ Mulberry Street _____

Tax Map # ____ Multiple parcels _____ Current Zoning: M1 _____

Please submit an analysis of the proposed project including:

1. Value of improvements upon complete build out.
Phase One approximately 44 million, Phase Two approximately 40 million
2. Property tax valuation based upon existing millage rate (indicate total tax expectation if project is phased).
3. Schedule of the total build out (showing a timeline of construction in months/years if project is phased). Phase One approximately 36 months, Phase Two 5 years
4. Anticipated total square footage (heated) to be built in the requested number of units.
542,000 Square feet
5. Total acreage developed with units. 117.96 acres
6. Total acreage for right of way and roads. 5850 linear feet x 50 feet
ROW=292,500 square feet= 6.7148 acres in ROW
7. Total acreage of open space/common area (include plan for maintenance of open space/common area). 19 acres/Phase 1 32 acres/Phase 2
8. Acreage required for buffer and watershed protection.



- Does the buffer comply with the current City ordinance? Yes
 - Do individual property lines for lots extend into the buffer? - Does the Developer intend to dedicate any of the site area to the City? If so, for what purpose? The majority of the stream buffers are located within common area, but there are several lots where the stream buffer encroaches.
9. Does your proposal consider Multi Transportation alternatives? (Please describe in detail) None
10. Please identify all amenities and total number of acres they incorporate by complete description. Multiple open spaces, parks, natural areas, and developed amenities. 19 acres/Phase 1 32 acres/Phase 2
11. Number of street lights and separation table as proposed on your site plan. Approximately 60 street lights
12. Will Technology Development be included in this development? Fiber/Internet/TV
13. List the total linear feet and cubic yards for sidewalks.
- Phase 1
- $5850 \text{ linear feet} \times 2 = 11,700 \times 5 \text{ feet in width} = 58,500 \times .33 \text{ feet} = 19,305 / 27 = 715 \text{ cubic yards}$
- Phase 2
- $7125 \text{ linear feet} \times 2 = 14,250 \times 5 \text{ feet in width} = 71,250 \times .33 \text{ feet} = 23,512 / 27 = 870 \text{ cubic yards}$
14. Are appropriate storm water controls provided in your proposal? Are these controls completely and accurately reflected on all drawings and plans? Conceptual Stormwater facilities shown, to be fully engineered prior to land disturbance permitting



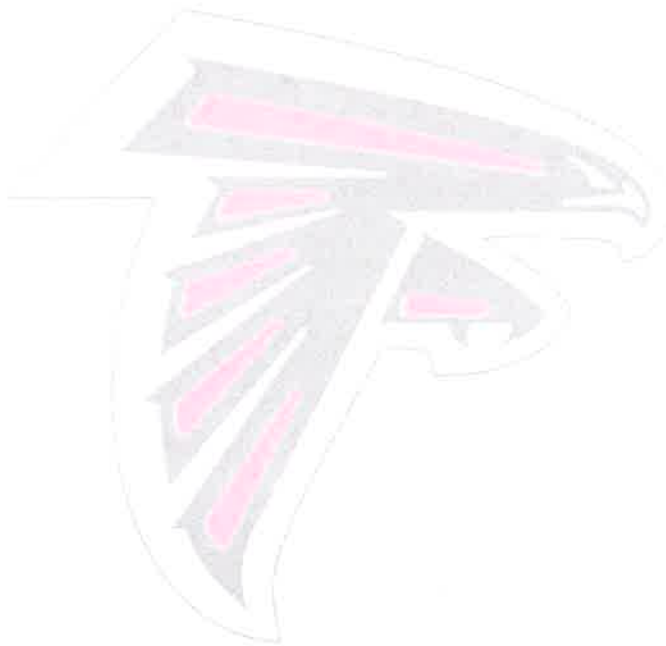
15. Has a transportation/traffic study been done to predict the impact of anticipated traffic? Has the project been reviewed by all appropriate County and State agencies relating to transportation issues? No
16. Does the proposal provide for utilization of “reuse” water? Is this depicted on the plans? Do the plans provide for storage of “reuse” water? No
17. What is the total capacity for daily Wastewater Management? $270 \times 339 = 91,530$ GPD
18. What is the anticipated maximum daily water consumption? Are low flow fixtures required by the development? 270 GPD per day per unit
19. Has a slope and grade study been done on this development? Does the study reflect density placement? Preliminary evaluation
20. Please identify what public safety needs are being considered for the project? NA
21. Has the Hall County School System been notified of the proposed density for this project? Not at this time
22. Please provide a copy of all private covenants and/or architectural guidelines to be filed regarding this development. To be provided
23. Information as required under Ordinance No. 349 for preliminary plat approval if rezoning involves subdivision. Ordinance No. 349 can be found at www.flowerybranchga.org



CITY STAFF ONLY

Received By: _____

Date: _____ Total Fee: _____



Rezoning Applicant's Response

Mulberry Street

Flowery Branch

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The proposed use of a R3 is suitable in view of the use of nearby properties.*

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *Currently the project is zoned agriculture. The proposed zoning of R3 will not adversely affect the existing use or usability of the adjacent or nearby property.*

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *No, the property does not have a reasonable economic use as currently zoned as industrial.*

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *The proposed zoning of R3, and a planned 199 single family houses and 144 townhomes unit development would not cause an excessive or burdensome use of streets, facilities, utilities or schools.*

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *The City's Comprehensive Plan shows the area being mixed use in nature, but this area would also be conducive to a neighborhood with varying housing types and prices. According to the Plan, one goal is:*

"3. Housing: Protect neighborhoods and promote diverse and affordable housing that meets the needs of existing and future city residents. Techniques to implement this goal include: residential and planned unit development zoning districts, subdivision regulations, community development plans, neighborhood improvement plans and programs, and housing code enforcement."

This R3 zoning district would promote additional housing options within the City.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. *Additional residential units within this area would further the growth of this part of the City and County. Due to the surrounding property uses, the property would best be suited for a zoning of the R3 zoning classification.*

(g) Existing use(s) and zoning of the subject property and nearby properties. *Within the immediate area, there are commercial and residential uses.*

(h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under

the existing zoning district classification. *This property has been vacant, due to the topography and creeks, the proposed plan encompasses protection of these areas.*

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *This development would not deter improvement of the adjacent properties. It will increase housing options within the area.*

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *This would not create an isolated zoning district. A mix of single family and attached single family is a compatible to the surrounding areas.*

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *No negative effects would arise due to a change in the use or character of this zoning district.*

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The environmental impact would be minimal, as all local and state municipality ordinances regarding drainage, erosion, flooding, air and water quality would be met. The sensitive areas located within the site have been protected.*

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The Comprehensive Map provides for this area to be mixed use. The proposed plan will meet the purpose of the zoning ordinance.*



Development Planning & Engineering, Inc.

Legal Description
City of Flowery Branch
Mulberry Street

20-085

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE North 15 degrees 02 minutes 30 seconds East for a distance of 1214.17 feet to a point on the easterly right-of-way of Flowery Way (50' r/w), said point being THE TRUE POINT OF BEGINNING;

THENCE North 54 degrees 28 minutes 51 seconds West a distance of 79.88 feet to a point;

THENCE along a curve to the right for an arc length of 83.93 feet, having a radius of 97.73 feet, being subtended by a chord bearing North 27 degrees 50 minutes 09 seconds West, for a distance of 81.37 feet to a point;

THENCE North 00 degrees 37 minutes 14 seconds East a distance of 37.65 feet to a point;

THENCE along a curve to the left for an arc length of 161.59 feet, having a radius of 1062.34 feet, being subtended by a chord bearing North 02 degrees 23 minutes 32 seconds East, for a distance of 161.43 feet to a point;

THENCE North 59 degrees 21 minutes 52 seconds East a distance of 550.94 feet to a point;

THENCE North 29 degrees 41 minutes 03 seconds West a distance of 227.76 feet to a point;

THENCE North 60 degrees 06 minutes 17 seconds East a distance of 95.98 feet to a point;

THENCE North 05 degrees 32 minutes 20 seconds West a distance of 505.00 feet to a point;

THENCE North 30 degrees 48 minutes 47 seconds West a distance of 200.02 feet to a point;

THENCE North 60 degrees 07 minutes 29 seconds East a distance of 546.35 feet to a point;

THENCE North 61 degrees 45 minutes 30 seconds West a distance of 170.77 feet to a point;

THENCE North 40 degrees 21 minutes 09 seconds East a distance of 281.72 feet to a point;

THENCE North 62 degrees 53 minutes 14 seconds West a distance of 366.82 feet to a point;

THENCE North 08 degrees 38 minutes 44 seconds West a distance of 3.72 feet to a point;

THENCE North 34 degrees 56 minutes 31 seconds East a distance of 32.42 feet to a point;

THENCE North 56 degrees 32 minutes 25 seconds East a distance of 104.80 feet to a point;

THENCE North 27 degrees 43 minutes 17 seconds East a distance of 60.76 feet to a point;

THENCE North 39 degrees 43 minutes 06 seconds East a distance of 52.39 feet to a point;

THENCE North 46 degrees 23 minutes 29 seconds East a distance of 104.80 feet to a point;

THENCE North 45 degrees 36 minutes 51 seconds East a distance of 102.84 feet to a point;

THENCE North 60 degrees 29 minutes 30 seconds East a distance of 49.12 feet to a point;

THENCE North 54 degrees 07 minutes 44 seconds East a distance of 93.75 feet to a point;

THENCE North 42 degrees 33 minutes 43 seconds East a distance of 80.31 feet to a point located on the westerly right-of-way of Mulberry Street;

THENCE South 21 degrees 44 minutes 30 seconds East a distance of 175.25 feet along said right-of-way to a point;

THENCE along a curve to the right for an arc length of 313.04 feet, having a radius of 2200.00 feet, being subtended by a chord bearing South 17 degrees 39 minutes 56 seconds East, for a distance of 312.77 feet along said right-of-way to a point;

THENCE South 13 degrees 35 minutes 21 seconds East a distance of 195.20 feet along said right-of-way to a point;

THENCE along a curve to the left for an arc length of 57.05 feet, having a radius of 2300.00 feet, being subtended by a chord bearing South 14 degrees 18 minutes 00 seconds East, for a distance of 57.05 feet along said right-of-way along said right-of-way to a point;

THENCE South 15 degrees 10 minutes 26 seconds East a distance of 185.01 feet along said right-of-way to a point;
 THENCE South 56 degrees 37 minutes 14 seconds West a distance of 346.80 feet leaving said right-of-way to a point;
 THENCE South 58 degrees 04 minutes 45 seconds East a distance of 70.72 feet to a point;
 THENCE South 33 degrees 41 minutes 04 seconds East a distance of 326.98 feet to a point;
 THENCE North 68 degrees 43 minutes 53 seconds East a distance of 204.17 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 34 degrees 22 minutes 19 seconds East a distance of 56.13 feet along said right-of-way to a point;
 THENCE South 50 degrees 07 minutes 20 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 48 minutes 22 seconds East a distance of 100.00 feet along said right-of-way to a point;
 THENCE South 59 degrees 21 minutes 30 seconds West a distance of 309.92 feet leaving said right-of-way to a point;
 THENCE South 48 degrees 30 minutes 26 seconds East a distance of 170.07 feet to a point;
 THENCE North 47 degrees 46 minutes 21 seconds East a distance of 318.84 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE along a curve to the right for an arc length of 94.92 feet, having a radius of 425.00 feet, being subtended by a chord bearing South 53 degrees 05 minutes 41 seconds East, for a distance of 94.72 feet along said right-of-way to a point;
 THENCE South 46 degrees 41 minutes 47 seconds East a distance of 67.27 feet along said right-of-way to a point;
 THENCE South 47 degrees 35 minutes 36 seconds West a distance of 347.20 feet leaving said right-of-way to a point;
 THENCE South 27 degrees 38 minutes 32 seconds East a distance of 367.62 feet to a point;
 THENCE South 60 degrees 15 minutes 22 seconds West a distance of 649.98 feet to a point;
 THENCE South 60 degrees 16 minutes 13 seconds West a distance of 352.85 feet to a point;
 THENCE North 48 degrees 12 minutes 16 seconds West a distance of 30.32 feet to a point;
 THENCE North 02 degrees 53 minutes 11 seconds West a distance of 24.24 feet to a point;
 THENCE North 24 degrees 11 minutes 12 seconds West a distance of 30.92 feet to a point;
 THENCE North 40 degrees 44 minutes 55 seconds East a distance of 27.08 feet to a point;
 THENCE North 07 degrees 29 minutes 14 seconds East a distance of 37.47 feet to a point;
 THENCE North 56 degrees 00 minutes 04 seconds West a distance of 35.03 feet to a point;
 THENCE South 78 degrees 44 minutes 58 seconds West a distance of 37.19 feet to a point;
 THENCE North 10 degrees 05 minutes 48 seconds West a distance of 14.68 feet to a point;
 THENCE North 11 degrees 22 minutes 48 seconds East a distance of 35.30 feet to a point;
 THENCE North 06 degrees 31 minutes 58 seconds East a distance of 20.38 feet to a point;
 THENCE North 39 degrees 32 minutes 23 seconds West a distance of 28.59 feet to a point;
 THENCE North 04 degrees 29 minutes 41 seconds West a distance of 33.89 feet to a point;
 THENCE North 00 degrees 17 minutes 51 seconds West a distance of 39.43 feet to a point;
 THENCE North 04 degrees 15 minutes 12 seconds East a distance of 30.56 feet to a point;
 THENCE South 60 degrees 19 minutes 46 seconds West a distance of 742.04 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 48.156 acres more or less.

Together with:

All that tract or parcel of land lying and being in Land Lot 116 and 117 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows.

Beginning at the Land Lot Corner common to Land Lots 116, 117, 133 and 134; THENCE South 30 degrees 22 minutes 57 seconds East for a distance of 1101.65 feet to a point; THENCE South 30 degrees 21 minutes 16 seconds East for a distance of 218.48 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 48 degrees 22 minutes 48 seconds East a distance of 875.57 feet to a point;
THENCE North 11 degrees 52 minutes 38 seconds East a distance of 26.55 feet to a point;
THENCE North 50 degrees 18 minutes 59 seconds East a distance of 47.92 feet to a point;
THENCE North 01 degrees 30 minutes 02 seconds West a distance of 62.59 feet to a point;
THENCE North 13 degrees 27 minutes 39 seconds East a distance of 69.62 feet to a point;
THENCE North 73 degrees 24 minutes 27 seconds East a distance of 32.42 feet to a point;
THENCE North 28 degrees 33 minutes 29 seconds West a distance of 42.32 feet to a point;
THENCE North 17 degrees 38 minutes 29 seconds East a distance of 31.76 feet to a point;
THENCE North 32 degrees 22 minutes 06 seconds East a distance of 80.36 feet to a point;
THENCE North 74 degrees 02 minutes 00 seconds East a distance of 46.63 feet to a point;
THENCE North 12 degrees 58 minutes 57 seconds East a distance of 49.55 feet to a point;
THENCE North 07 degrees 31 minutes 42 seconds West a distance of 50.45 feet to a point;
THENCE North 30 degrees 16 minutes 15 seconds East a distance of 26.90 feet to a point;
THENCE North 10 degrees 19 minutes 38 seconds West a distance of 26.62 feet to a point;
THENCE North 58 degrees 48 minutes 33 seconds East a distance of 24.02 feet to a point;
THENCE North 41 degrees 18 minutes 24 seconds East a distance of 34.46 feet to a point;
THENCE North 16 degrees 53 minutes 06 seconds West a distance of 36.79 feet to a point;
THENCE North 77 degrees 44 minutes 30 seconds East a distance of 26.19 feet to a point;
THENCE North 06 degrees 55 minutes 46 seconds East a distance of 19.96 feet to a point;
THENCE North 58 degrees 22 minutes 20 seconds East a distance of 32.80 feet to a point;
THENCE North 52 degrees 55 minutes 19 seconds East a distance of 39.42 feet to a point;
THENCE North 44 degrees 28 minutes 57 seconds East a distance of 28.81 feet to a point;
THENCE North 38 degrees 27 minutes 51 seconds East a distance of 28.60 feet to a point;
THENCE North 63 degrees 30 minutes 30 seconds West a distance of 21.24 feet to a point;
THENCE North 14 degrees 15 minutes 36 seconds West a distance of 47.62 feet to a point;
THENCE North 41 degrees 07 minutes 00 seconds East a distance of 23.46 feet to a point;
THENCE North 08 degrees 45 minutes 20 seconds West a distance of 35.65 feet to a point;
THENCE North 10 degrees 03 minutes 40 seconds East a distance of 44.66 feet to a point;
THENCE North 13 degrees 34 minutes 23 seconds West a distance of 63.51 feet to a point;
THENCE South 72 degrees 35 minutes 22 seconds West a distance of 35.85 feet to a point;
THENCE North 27 degrees 17 minutes 06 seconds East a distance of 43.82 feet to a point;
THENCE North 29 degrees 54 minutes 21 seconds West a distance of 49.61 feet to a point;
THENCE North 26 degrees 51 minutes 13 seconds West a distance of 95.89 feet to a point;
THENCE North 17 degrees 28 minutes 07 seconds West a distance of 55.39 feet to a point;
THENCE North 23 degrees 53 minutes 55 seconds West a distance of 149.25 feet to a point;
THENCE North 17 degrees 29 minutes 34 seconds West a distance of 47.91 feet to a point;
THENCE North 31 degrees 06 minutes 18 seconds West a distance of 33.89 feet to a point;

THENCE North 12 degrees 15 minutes 25 seconds West a distance of 26.69 feet to a point;
 THENCE North 65 degrees 43 minutes 13 seconds East a distance of 21.21 feet to a point;
 THENCE North 60 degrees 10 minutes 55 seconds East a distance of 787.01 feet to a point;
 THENCE North 21 degrees 58 minutes 54 seconds West a distance of 529.33 feet to a point;
 THENCE North 50 degrees 49 minutes 21 seconds East a distance of 298.67 feet to a point;
 THENCE South 42 degrees 11 minutes 33 seconds East a distance of 439.12 feet to a point;
 THENCE North 47 degrees 05 minutes 23 seconds East a distance of 201.10 feet to a point located on the southwesterly right-of-way of Mulberry Street;
 THENCE South 46 degrees 31 minutes 54 seconds East a distance of 178.61 feet along said right-of-way to a point;
 THENCE South 56 degrees 13 minutes 11 seconds West a distance of 409.48 feet leaving said right-of-way to a point;
 THENCE South 21 degrees 49 minutes 31 seconds East a distance of 400.05 feet to a point;
 THENCE along a curve to the left for an arc length of 289.42 feet, having a radius of 60.00 feet, being subtended by a chord bearing South 09 degrees 09 minutes 33 seconds East, for a distance of 80.01 feet to a point;
 THENCE North 80 degrees 50 minutes 59 seconds East a distance of 12.88 feet to a point;
 THENCE South 14 degrees 42 minutes 21 seconds East a distance of 467.39 feet to a point located on the northwesterly right-of-way of Lanier Parkway State Hwy. #365 (I-985);
 THENCE South 31 degrees 59 minutes 20 seconds West a distance of 146.27 feet along said right-of-way to a point;
 THENCE South 29 degrees 20 minutes 32 seconds West a distance of 506.50 feet along said right-of-way to a point;
 THENCE South 36 degrees 25 minutes 35 seconds West a distance of 258.07 feet along said right-of-way to a point;
 THENCE South 20 degrees 56 minutes 49 seconds West a distance of 240.77 feet along said right-of-way to a point;
 THENCE South 36 degrees 05 minutes 29 seconds West a distance of 215.20 feet along said right-of-way to a point;
 THENCE North 67 degrees 12 minutes 40 seconds West a distance of 10.00 feet along said right-of-way to a point;
 THENCE South 22 degrees 47 minutes 20 seconds West a distance of 701.09 feet along said right-of-way to a point;
 THENCE South 30 degrees 41 minutes 18 seconds West a distance of 300.64 feet along said right-of-way to a point;
 THENCE South 23 degrees 03 minutes 37 seconds West a distance of 301.00 feet along said right-of-way to a point;
 THENCE South 26 degrees 52 minutes 28 seconds West a distance of 325.95 feet along said right-of-way to a point;
 THENCE North 30 degrees 22 minutes 57 seconds West a distance of 1255.51 feet leaving said right-of-way to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains an area of 69.806 acres more or less.



Development Planning & Engineering, Inc.

Adjacent Property Owners
City of Flowery Branch
Mulberry Street

20-085



Development Planning & Engineering, Inc.

Adjacent Property Owners
Mulberry Street Rezoning
M1-R3

08117 002053
DONALD SHANE JONES
5533 OAKFERN TRL
FLOWERY BRANCH, GA 30542

08117 002052
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002051
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002050
CNC PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

08117 002049
WILLIAM TERRY MOONEY
MOONEY JOAN
BOX 307 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002062
GLORIA ANN PEAK
2640 LANIER BEACH SOUTH RD.
CUMMING, GA 30041

08117 002016L
GARY LEE PRUITT
5693 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08117 002016E
ELIZABETH I JOHNSON
5707 FLOWERY BRANCH WAY
FLOWERY BRANCH, GA 30542

08117 002042
LILLIE RHONDA MCKENZIE
MCKENZIE JOHN R
5733 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000009
DERRELL CHASTAIN
5737 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000013
ROBERT WAYNE CARROLL III
P O BOX 15424
CHESAPEAKE, VA 23328

08116 000037
CATHY E LONGINO
JOINER NANCY E
6533 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000038
MARTHA N SPARKS
6526 BEARING DRIVE
FLOWERY BRANCH, GA 30542

08116 000043
MICHAEL ERNEST PEKRUL
PEKRUL, SHEILA
6467 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000044
MARIA L WOLSCHLEGER
6473 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000046
ANNA L ROSADO
ROSADO JR EDWIN D
6485 FLOWERY WAY
FLOWERY BRANCH, GA 30542

YOUR ENGINEERING PARTNER WITH THE **EXPERIENCE YOU EXPECT AND THE SERVICE YOU DESERVE**

dpengr.com • 5074 Bristol Industrial Way Suite A Buford, Georgia 30518 • Telephone: 770.271.2868 • Fax: 770.271.0779

08116 000047
KEITH HENRY WEIMER
KARANTZA, KIMBERLY ANN
6501 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000048
CHRISTOPHER PAUL ZETROUER
ZETROUER, TONYA
6512 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDOX ROAD
HOSCHTON, GA 30548

08117 002001A
JACOBO VITAL
VITAL MARIA M
5656 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002002
RICKEY L PAYNE
5648 MULBERRY STREET
FLOWERY BRANCH, GA 30542

08117 002005
CARLTON G BINGHAM
P O BOX 61
FLOWERY BRANCH, GA 30542

08117 002003
EDMOND JUNIOR BINGHAM
BINGHAM SANDRA K
5632 MULBERRY ST
FLOWERY BRANCH, GA 30542

08117 002019
TEX R PENLAND
5602 MULBERRY ST
FLOWERY BRANCH, GA 30542

YOUR ENGINEERING PARTNER WITH THE **EXPERIENCE** YOU EXPECT AND THE **SERVICE** YOU DESERVE

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08117 002016C
JOHNNY A MCCLURE
P O BOX 44
FLOWERY BRANCH, GA 30542

08117 002016A
SUE C. CLARK PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002006
CARL N. CLARK ESTATE PROPERTIES, LLC
6164 LAKE LANIER HEIGHTS
BUFORD, GA 30518

08117 002007
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002012
BAILEY FAMILY ENTERPRISES, LLC
P.O. BOX 868
FLOWERY BRANCH, GA 30542

08117 002010
DARRELL K TERRY
P O BOX 420
FLOWERY BRANCH, GA 30542

08117 002015
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002059
JW BAILEY FAMILY PARTNERSHIP LLC
P.O. BOX 267
FLOWERY BRANCH, GA 30542

08117 002048
CARL N CLARK
6164 LAKE LANIER HEIGHTS ROAD
BUFORD, GA 30518

YOUR ENGINEERING PARTNER WITH THE **EXPERIENCE** YOU EXPECT AND THE **SERVICE** YOU DESERVE

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08116 000045
JOHN W MARSHALL
MARSHALL BILLIE J
6479 FLOWERY WAY
FLOWERY BRANCH, GA 30542

08116 000022 and
08116 000023
THE CHARLES D. & SHIRLEY L. TITSHAW FAMI
1840 MADDUX ROAD
HOSCHTON, GA 30548

YOUR ENGINEERING PARTNER WITH THE *EXPERIENCE* YOU EXPECT AND THE *SERVICE* YOU DESERVE

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Development Planning & Engineering, Inc.

Property Inspection Form
City of Flowery Branch
Mulberry Street

20-085

I, _____
owner of parcels 08117 002008A, 08117002016D, 08117 002016B, 08117 002061, 08117
002001, 08134 000006, hereby grant the City of Flowery Branch Staff and/or City Council to inspect
the above subject property as necessary for the rezoning application process.

Printed name:

Signature, date



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.21.21



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

01.21.21





1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“A” Elevation

01.22.21



1x6 Fascia
 1x4 Frieze
 1x4 Trim
 1x6 Header
 1x8 Band

Stark Properties
Mulberry Park/Flowery Branch Townhomes
“B” Elevation

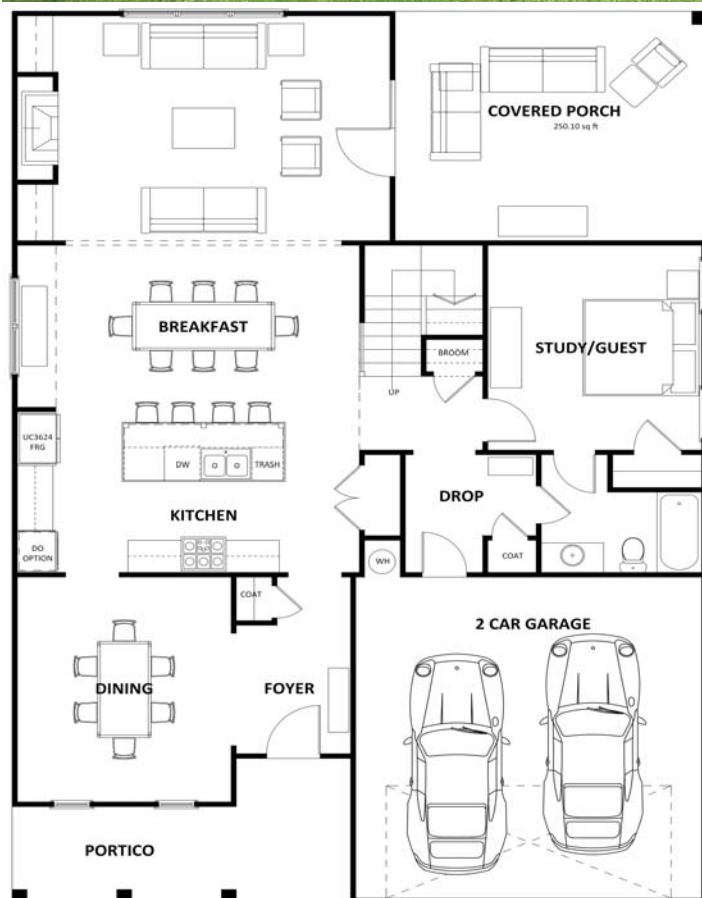
01.22.21



1X6 Fascia
 1X4 Frieze
 1X4 Trim
 1X6 Header
 1X8 Band

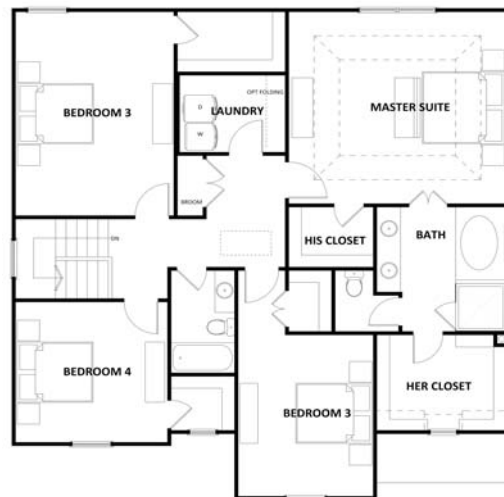
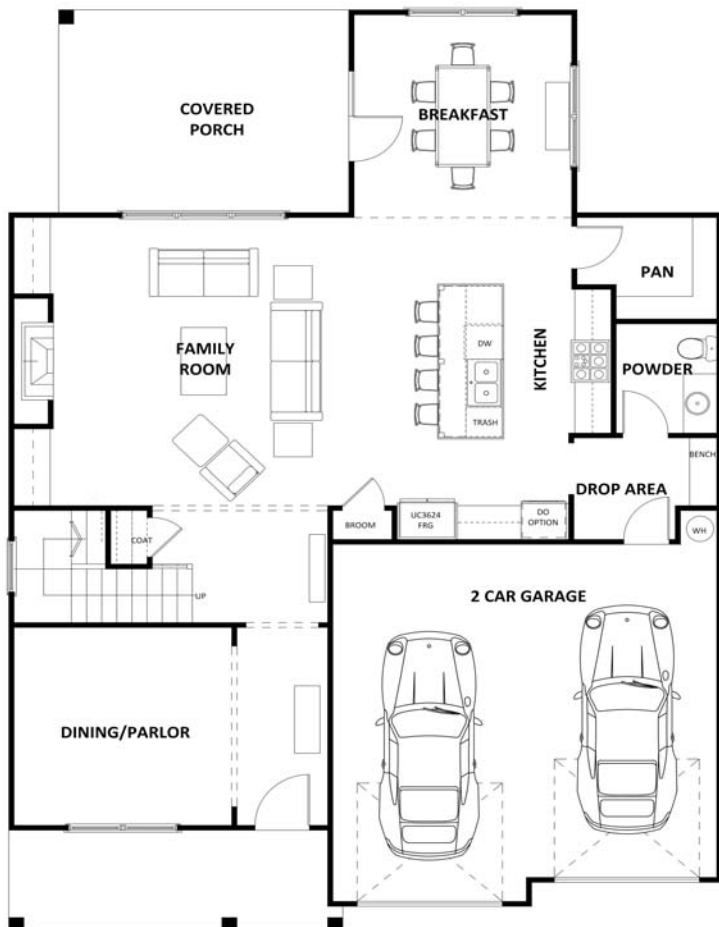
Stark Properties **Mulberry Park/Flowery Branch Townhomes** **"C" Elevation**

01.22.21



For more information on the Maddox please visit www.BowenHomes.com or call 770-271-4414  249

All information above is believed to be accurate but is not warranted. Offer subject to errors, changes, omissions, prior sales and withdrawals without notice. Pictures and renderings are for illustrative purposes only.



"A"



"B"

For more information on the Miller please visit www.BowenHomes.com or call 770-271-4414

250

All information above is believed to be accurate but is not warranted. Offer subject to errors, changes, omissions, prior sales and withdrawals without notice. Pictures and renderings are for illustrative purposes only.



"A"

COVERED
PORCH

"B"

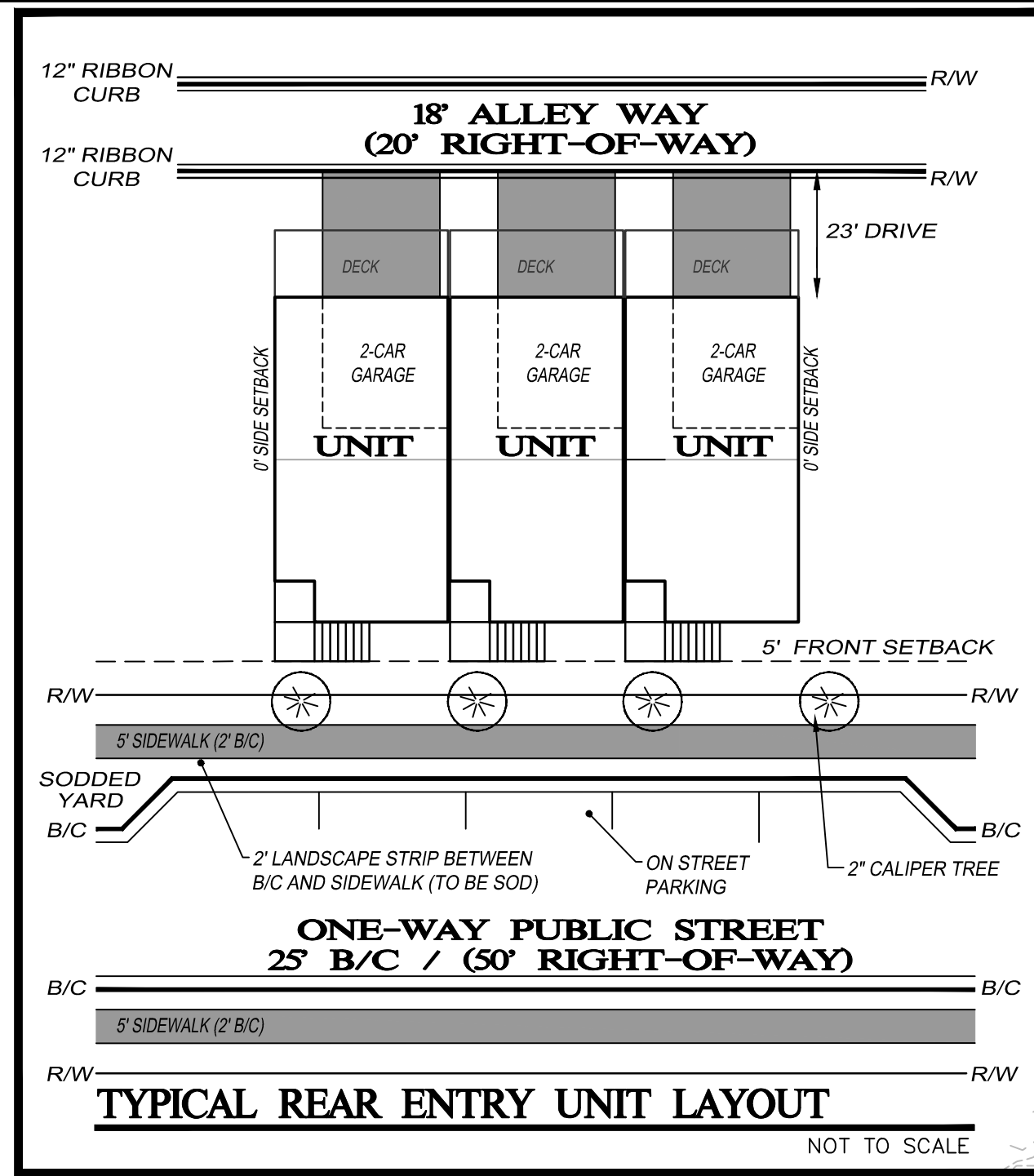
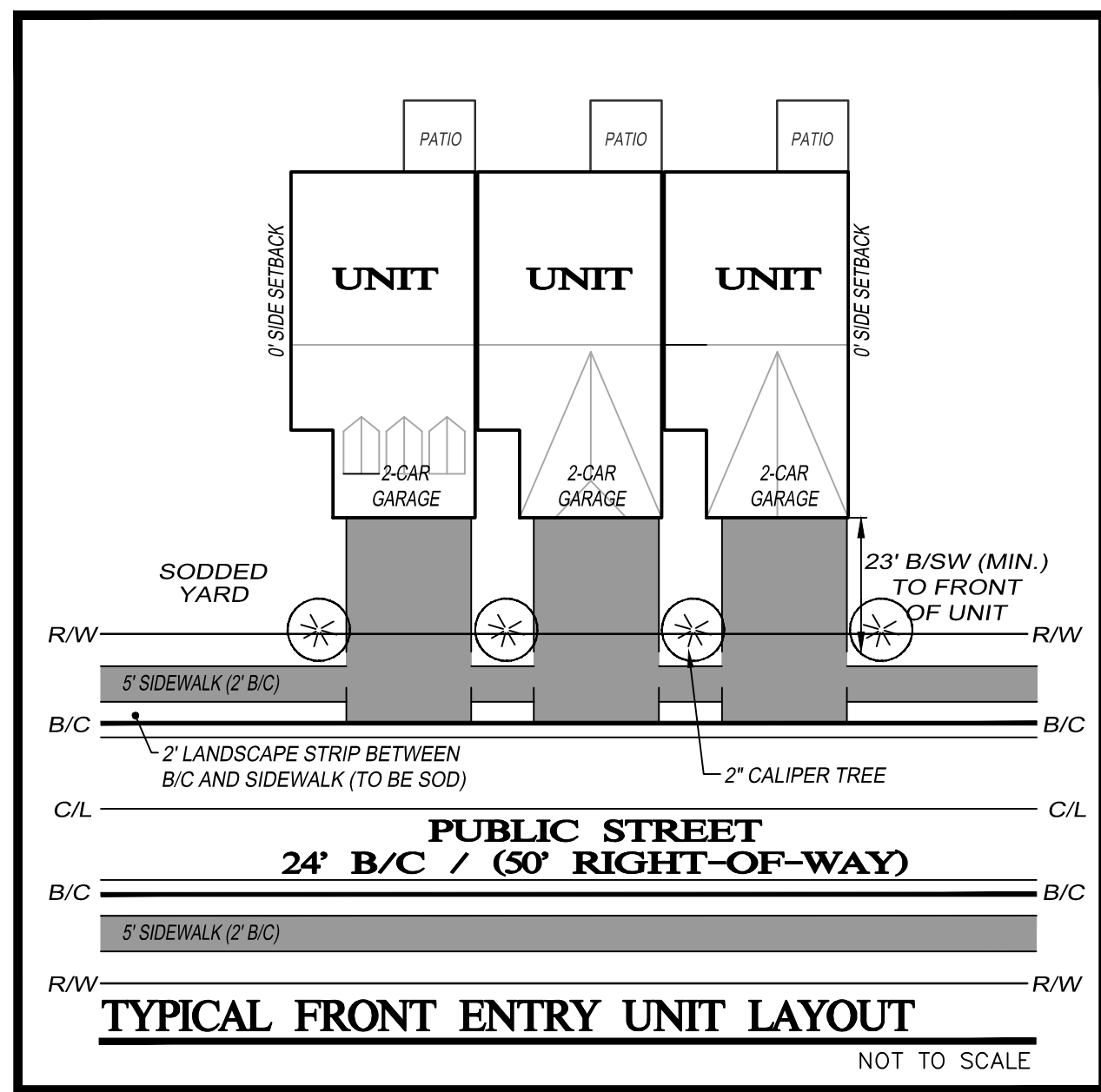
COVERED
PORCH



For more information on the Oakley please visit www.BowenHomes.com or call 770-271-4414

DEVELOPMENT SUMMARY

- EXISTING BOUNDARY ACREAGE: ±117.962 ACRES
- TAX PARCEL: 08117 002008A, 08117 002016D, 08117 002016B, 08117 002061, 08117 002001 and 08134 000006
- EXISTING ZONING: M1
- PROPOSED ZONING: R3
- PHASE 1 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±48.156 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 55
TOTAL No. PROPOSED TOWNHOME UNITS: 140
GROSS DENSITY: 4.05 LOTS/ACRE
NET DENSITY: 4.33 LOTS/ACRE (±6.17 AC. FLOODPLAIN)
OPEN SPACE/Common Area PROVIDED = ±19 AC. (39%)
TOTAL LENGTH OF STREETS: ±5,850 L.F.
- PHASE 2 DEVELOPMENT SUMMARY:
BOUNDARY ACREAGE: ±69.806 ACRES
TOTAL No. PROPOSED SINGLE-FAMILY DETACHED LOTS: 144 (LOT #'S 100-243)
GROSS/NET DENSITY: 2.06 LOTS/ACRE
OPEN SPACE/Common Area PROVIDED = ±32 AC. (46%)
TOTAL LENGTH OF STREETS: ±7,125 L.F.
- MINIMUM SINGLE-FAMILY DETACHED LOT SIZE: (SEE TYPICAL LOT DETAIL)
- PROPOSED SETBACKS SINGLE-FAMILY DETACHED:
FRONT - 20'
REAR - 25'
SIDE - 5'
- BOUNDARY INFORMATION BASED ON SURVEY PROVIDED BY CLIENT.
- A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 4, 2018.
- TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS. DATUM IS MEAN SEA LEVEL.
- WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE CITY OF FLOWERY BRANCH.
- ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
- SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.



PHASE 1 DEVELOPMENT

PROPOSED REAR ENTRY UNIT
22' x 55' FOOTPRINT

PROPOSED PHASE II SEWER ACCESS

PROPOSED FRONT ENTRY UNIT
24' x 50' FOOTPRINT

PHASE 2 DEVELOPMENT

COMPASS POINT PHASE 2-C
COMMON AREA

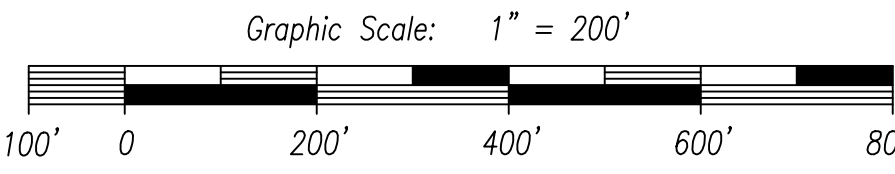
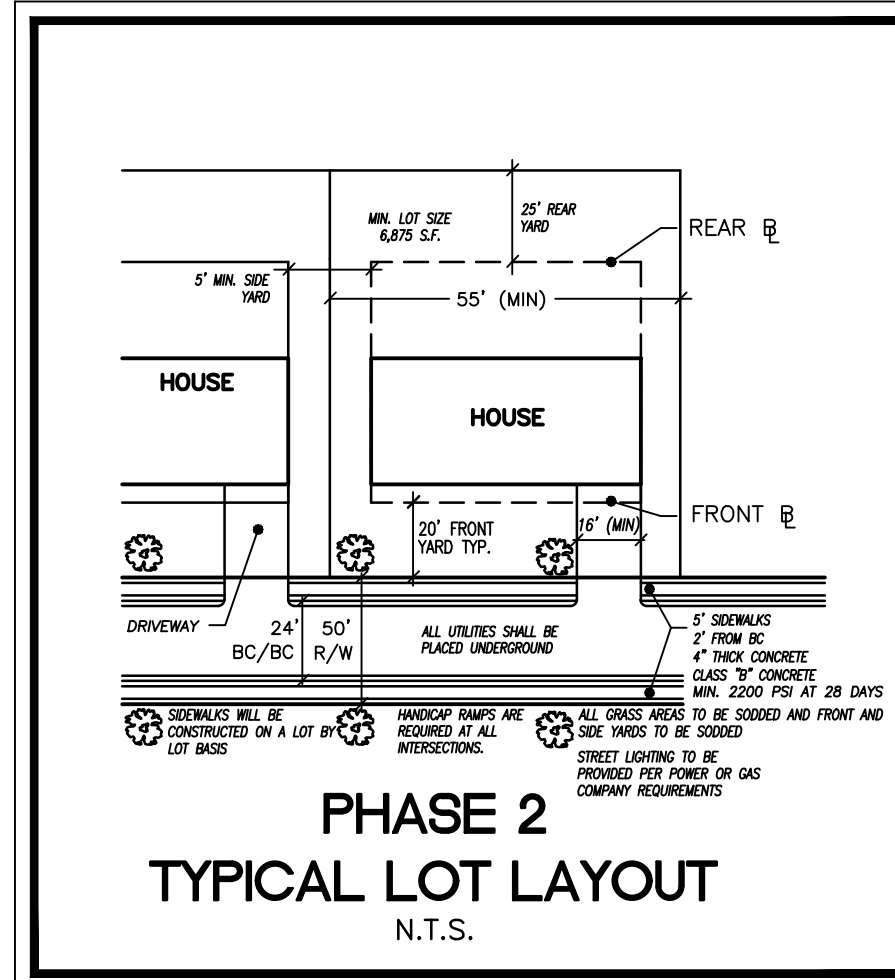
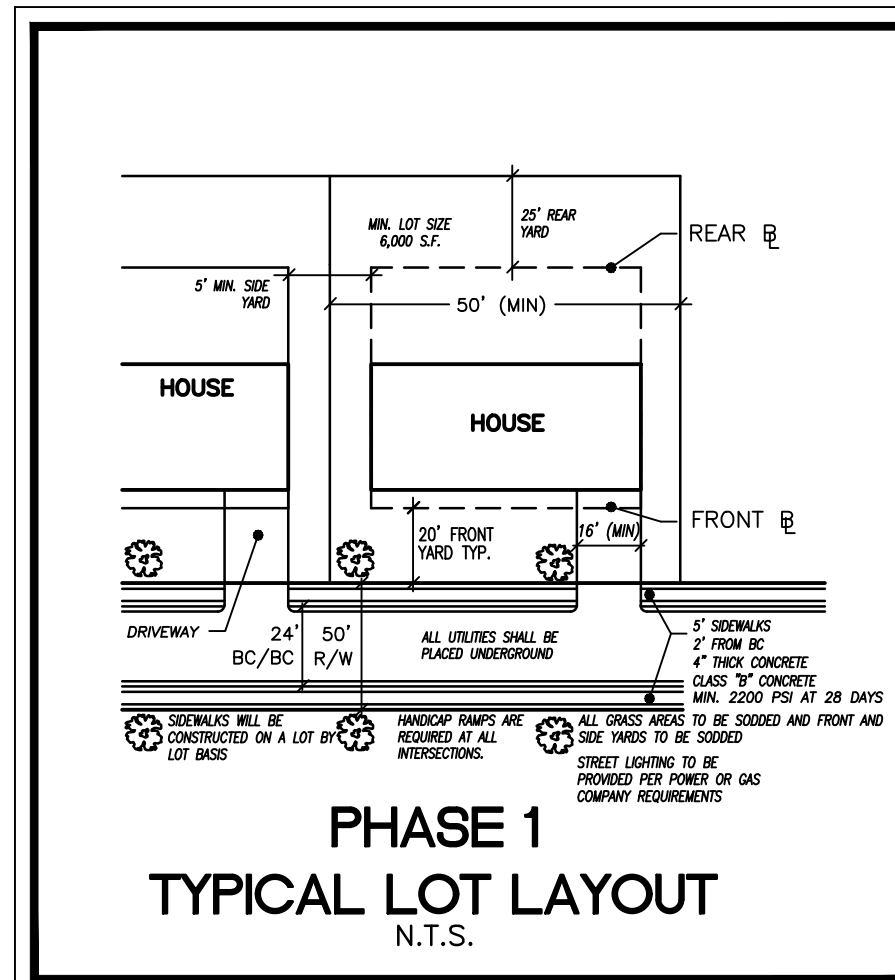
COMPASS POINT PHASE 3

R-3 BUFFER REDUCTIONS:

- REMOVE 40' NATURAL BUFFER ADJACENT TO PARCEL'S 08117 002016E, 08117 002050, 08117 002051, 08117 002052, 08117 002053.

R-3 VARIANCE REQUESTED:

- BUILDING SETBACKS PER TYPICAL SINGLE-FAMILY DETACHED LOT LAYOUTS.
- NO MINIMUM SETBACKS REQUIRED FOR TOWNHOMES. TOWNHOMES PER TYPICAL LAYOUT DETAIL PROVIDED.



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

STARK LAND DEVELOPMENT
3719 WINDER HWY.
FLOWERY BRANCH
GEORGIA 30542

PROJECT NAME:

MULBERRY STREET

TASK:

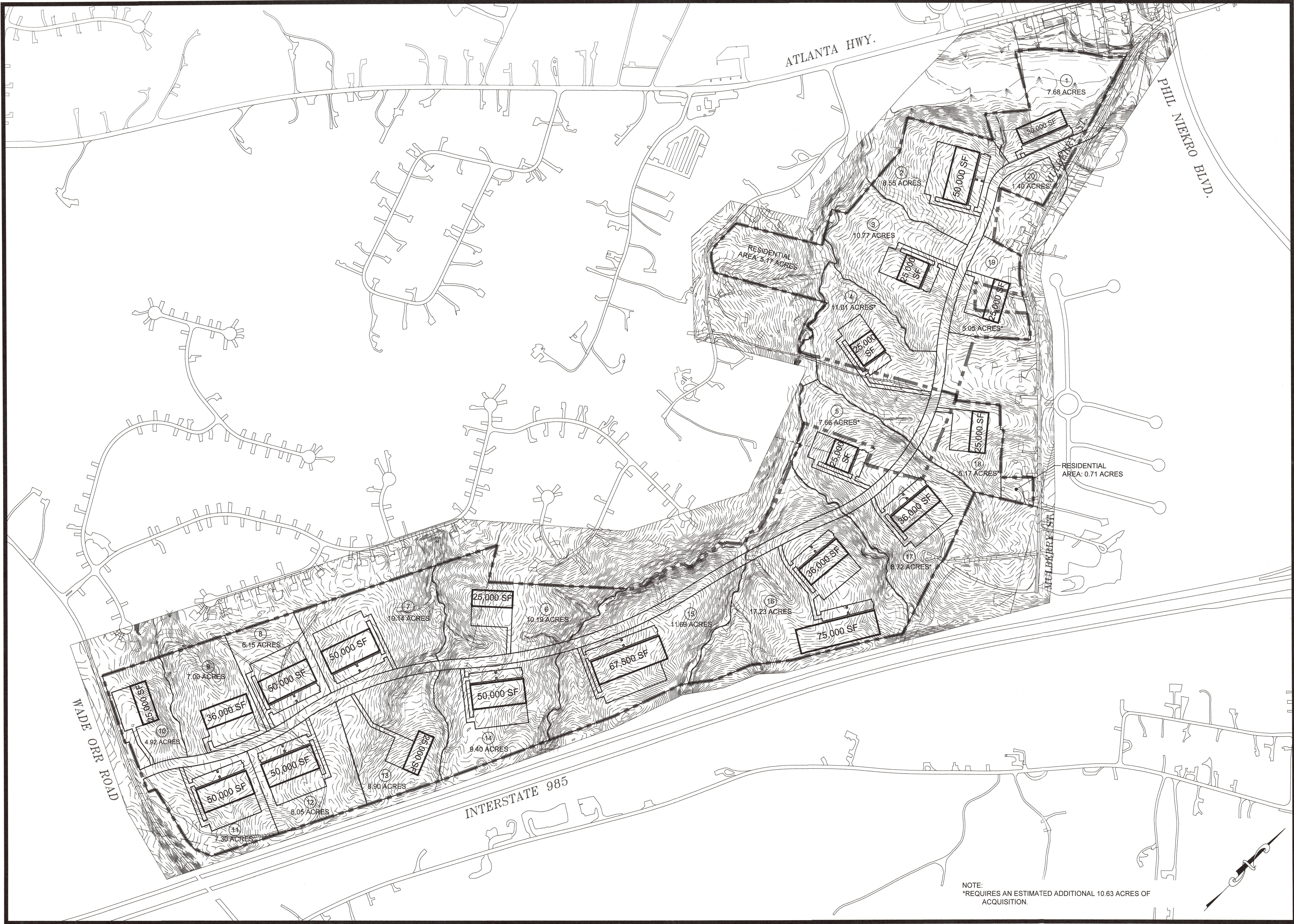
CONCEPTUAL LAND PLAN

PROJECT INFORMATION:

MULBERRY STREET
Project Name
20-085
Project Number
MULBERRY STREET
Project Address
116 AND 117
Land Lot No.(s)

District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

DATE	REVISION	No.	1	2	3	4	5
		DESIGN	AS SHOWN SCALE				
		KWB DRAWN	1 of 1				
		CHECKED	SHEET				
		12/02/20 DATE	20-085 PROJECT No.				



NOTE:
*REQUIRES AN ESTIMATED ADDITIONAL 10.63 ACRES OF ACQUISITION.

**Rochester
& Associates, Inc.**

425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

CONCEPT PLAN
FOR

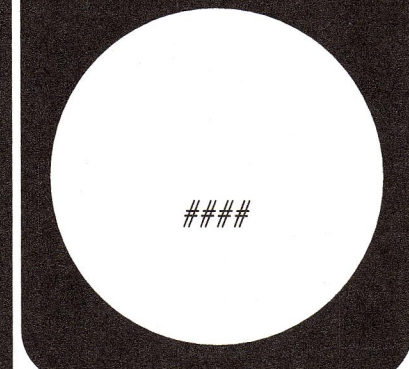
ADVENTURES IN MISSIONS

LAND LOTS 116, 117, & 134
DISTRICT 1, CITY OF GAINESVILLE
8th DISTRICT, CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS	
NO.	DESCRIPTION

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT HEREON AND ANY LIABILITY ASSOCIATED WITH SUCH CHANGES OR ALTERATIONS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
125' 0' 250' 500'



SHEET
1
OF
1

DATE: 1.17.2019
JOB NO.
SCALE: 1"=250'
DWG NO.
DRAWN BY: MDS

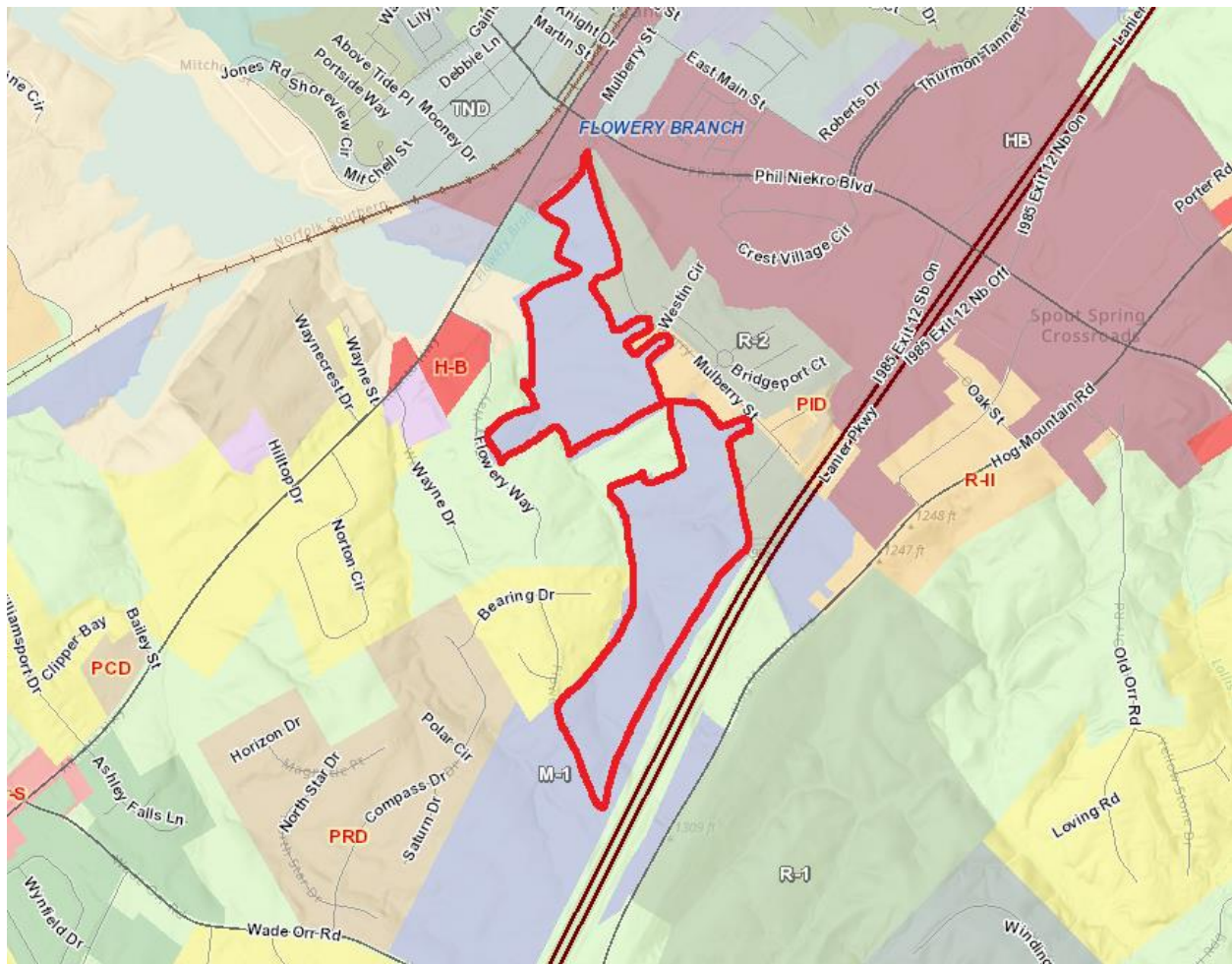


Staff Report
Stark Land Development Rezoning Request(s)
Ordinances 625-630

Request

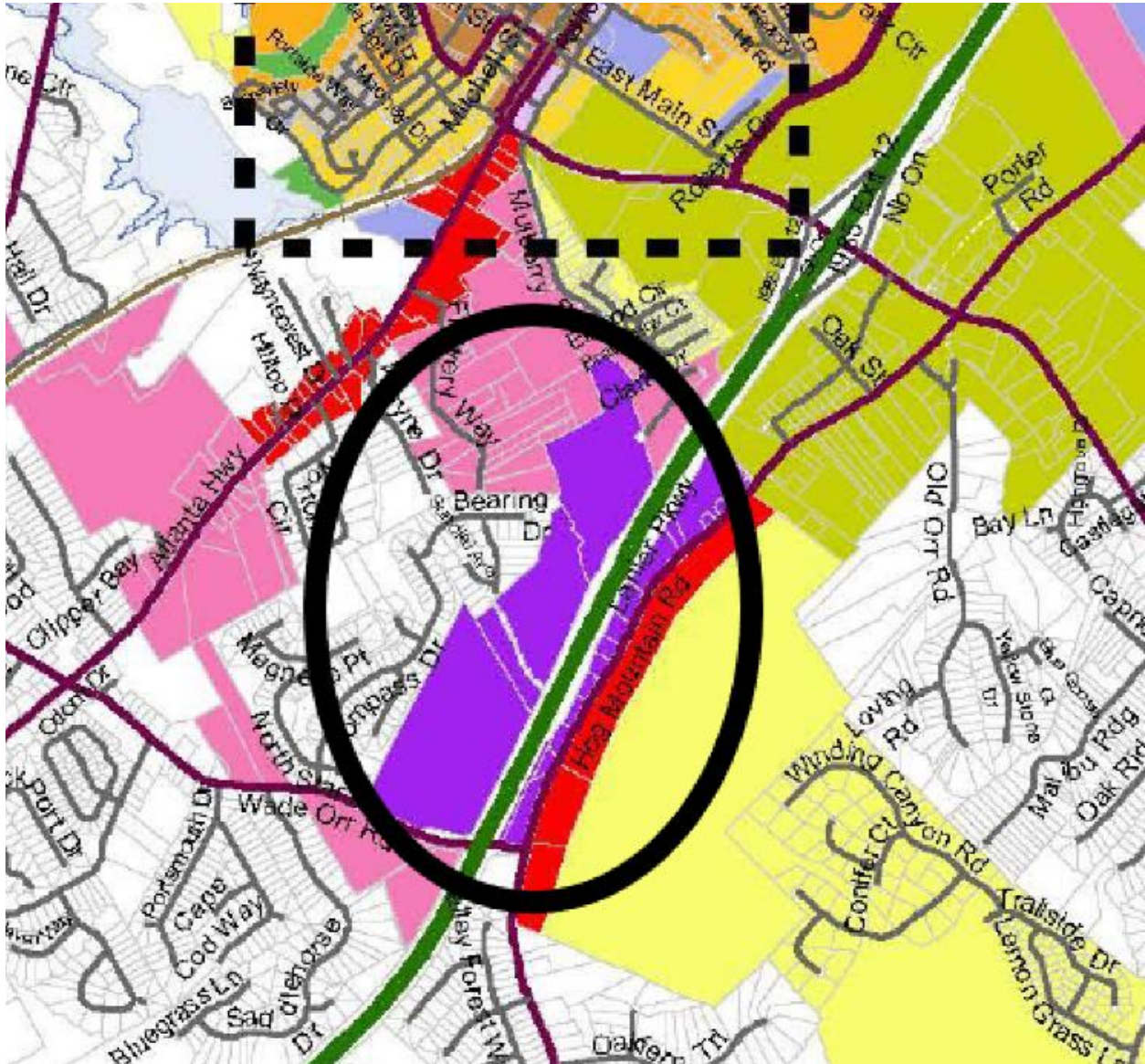
A request from Stark Land Development for the rezoning of six (6) parcels of land totaling 118 +/- acres of land from M-1 (Light Industrial) to R3 (Residential Multi-Family). The parcels for consideration are identified as follows: 08117 002008A, 08117 002014D, 08117 002014B, 08117 002061, 08117 002001, & 08134 000006.

Approximate location of all six parcels:

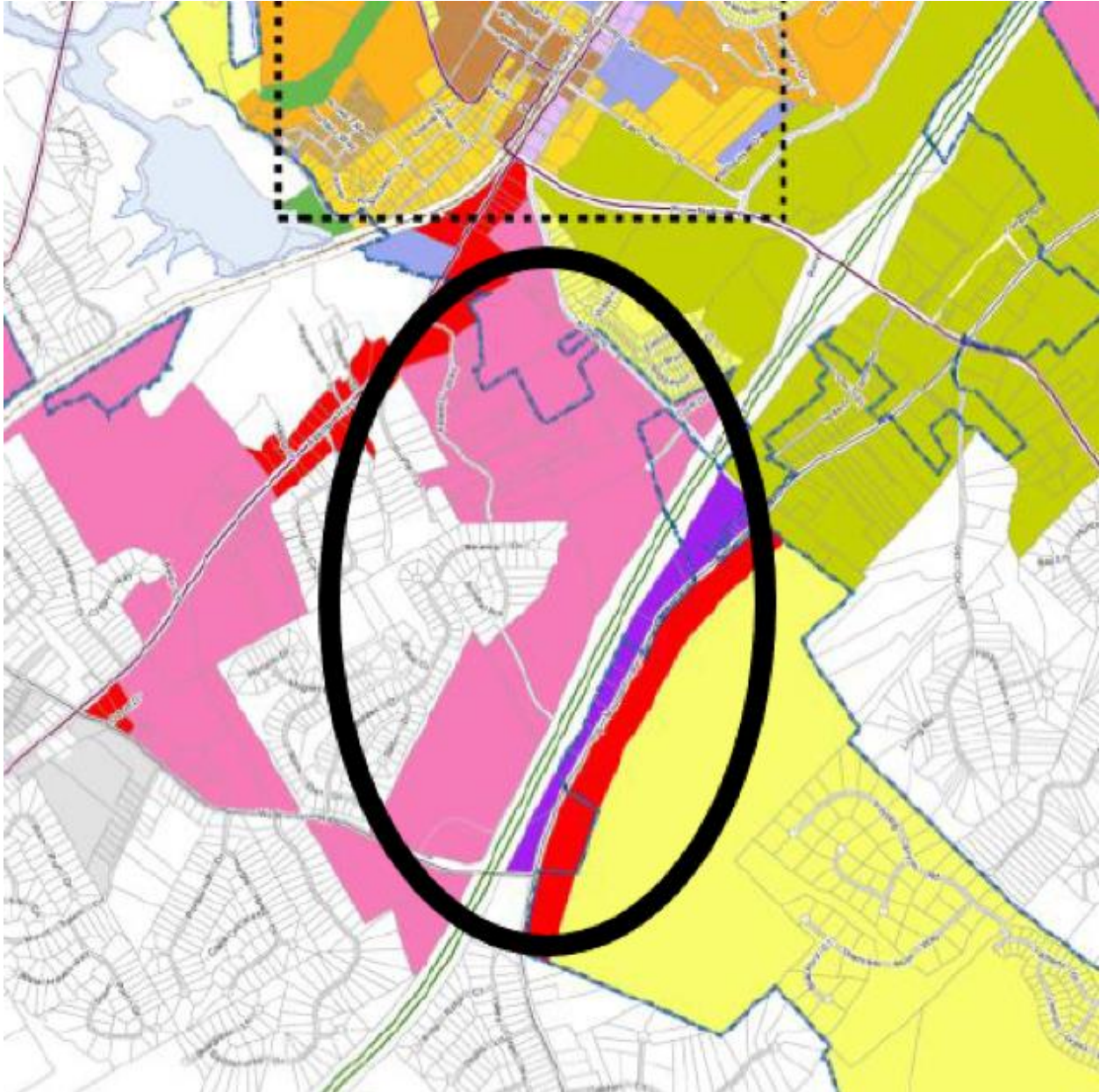




Comprehensive Plan



Currently, the parcels in question are designated as part of the “Industrial Employment” character area by the comprehensive plan. However, prior to these parcels being annexed and rezoned from R-2, A, and AR III to their current M-1 designation in 2014, the comprehensive plan labeled this area as “Mixed-Use”.



The “mixed-use” designation is more in-line with the City’s vision of an active, vibrant downtown supported by nearby residential. As the City has done on past projects, this proposed residential use, with its close proximity to downtown, can be viewed holistically as a large mixed-use project. The downtown as the commercial/retail component served by the developments on East Main, the TRG apartments, and Summit Lake creating a multi-faceted, cohesive, walkable, large scale mixed-use area.



If the project is approved, staff recommends updating the (or reverting) the character area to mixed-use.

Analysis

Flowerly Branch Zoning Ordinance Article 37 Rezoning and Conditional Use Applications

Sec. 34.7. - Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the Governing Body in the decision-making process.

Staff Response:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *Yes, a residential use is appropriate for this site and the surrounding area. It will help serve the downtown commercial/retail area.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *The development will not adversely affect the area and will in fact enhance it.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *Yes, current zoning of M-1 (Light Industrial) was previously (in 2014) deemed appropriate. However, the land has sat vacant since the rezoning occurred and may be challenged for M-1 use due to streams on the property and lack of large vehicular traffic.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *It is staff's opinion that the use will not create any unnecessary burdens.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *Currently, the Comprehensive Plan denotes this area as part of the "Industrial Employment" character area. However, prior to the 2014 annexation/rezoning, the area was designated as "Mixed-Use" and staff feels this is the proper designation and, if this project is approved, the "Mixed-Use" designation should be reinstated.*
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.



The number of streams and lack of large vehicular entrance capabilities may be harmful to the current M-1 zoning district designation.

- (g) Existing use(s) and zoning of the subject property and nearby properties. *Currently vacant, the proposed use will fit in with, and enhance, the Mulberry/Phil Niekro corridor leading into downtown Flowery Branch.*
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. *Staff does not have a specific number regarding property value, but the current zoning classification of Light Industrial has not warranted any proposed development on the site(s) since its annexation/rezoning in 2014.*
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. *Staff does not feel that the proposed will be a deterrent but rather an enhancement to the surrounding area and a positive impact for downtown.*
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts. *N/A*
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. *The proposed use will enhance the character of the existing district and surrounding area in staff's opinion.*
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. *The development, if approved, will need to go through all the required development reviews to ensure all applicable codes and requirements are met.*
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance. *The proposed development will enhance the surrounding area and meet the intent of the Zoning Ordinance.*

History

In 2014, the parcels in question were annexed and/or rezoned from multiple zoning (A, A III, R2) to M-1. There was no specific site plan associated with this project. However, a large industrial park was envisioned and recently Rochester Engineering provided a potential site plan for the area. This plan would require the City or developer to provide new public infrastructure. Additionally, this plan includes



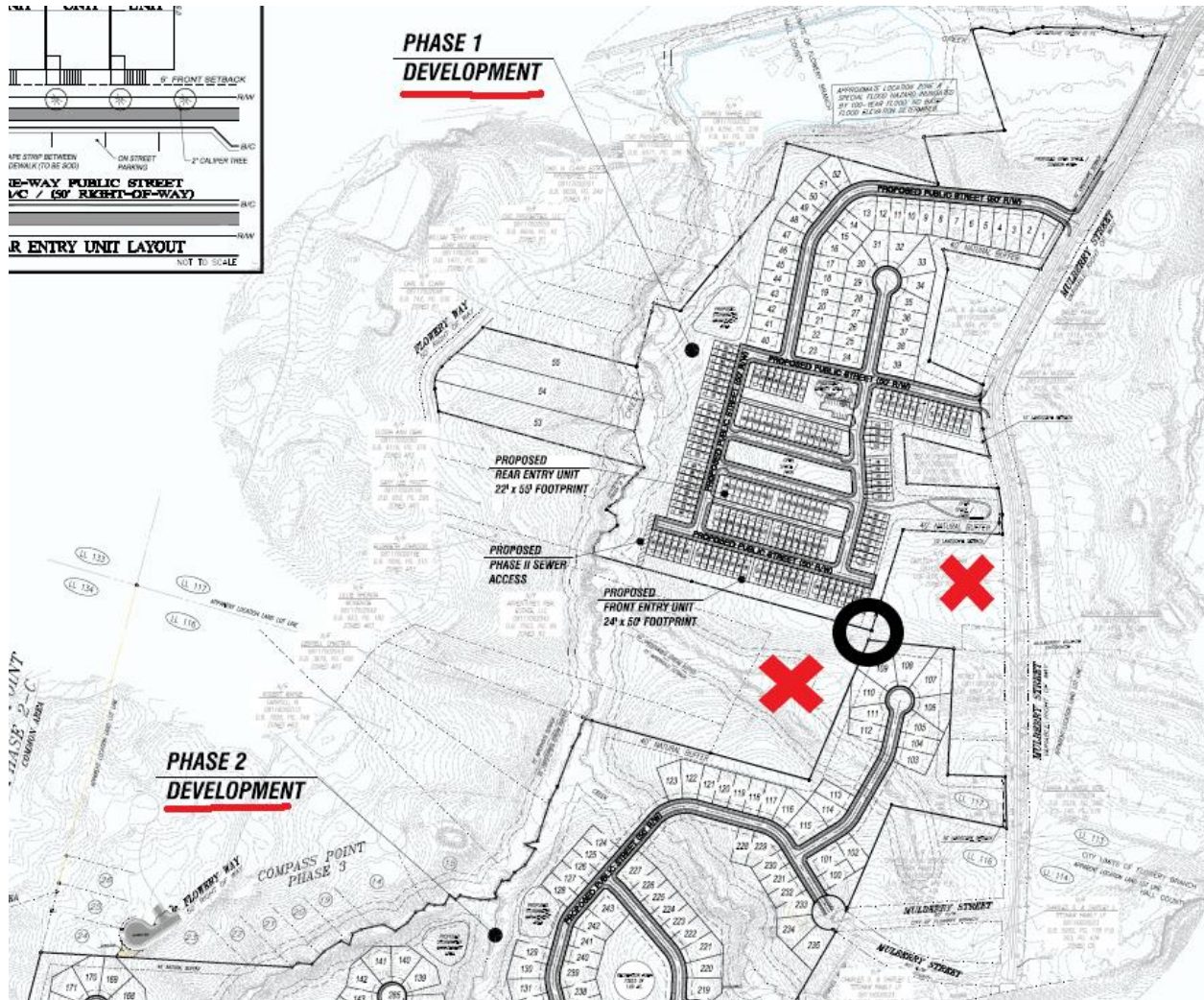
6167 Wade Orr Road. This tract was part of the original annexation/rezoning and consists of around 60 acres and is zoned M-1. Currently, this parcel is not part of the Stark project under consideration.



To the best of staff's knowledge, no plans were ever submitted to develop any portion of the parcels that were annexed/rezoned in 2014.

Recommendation

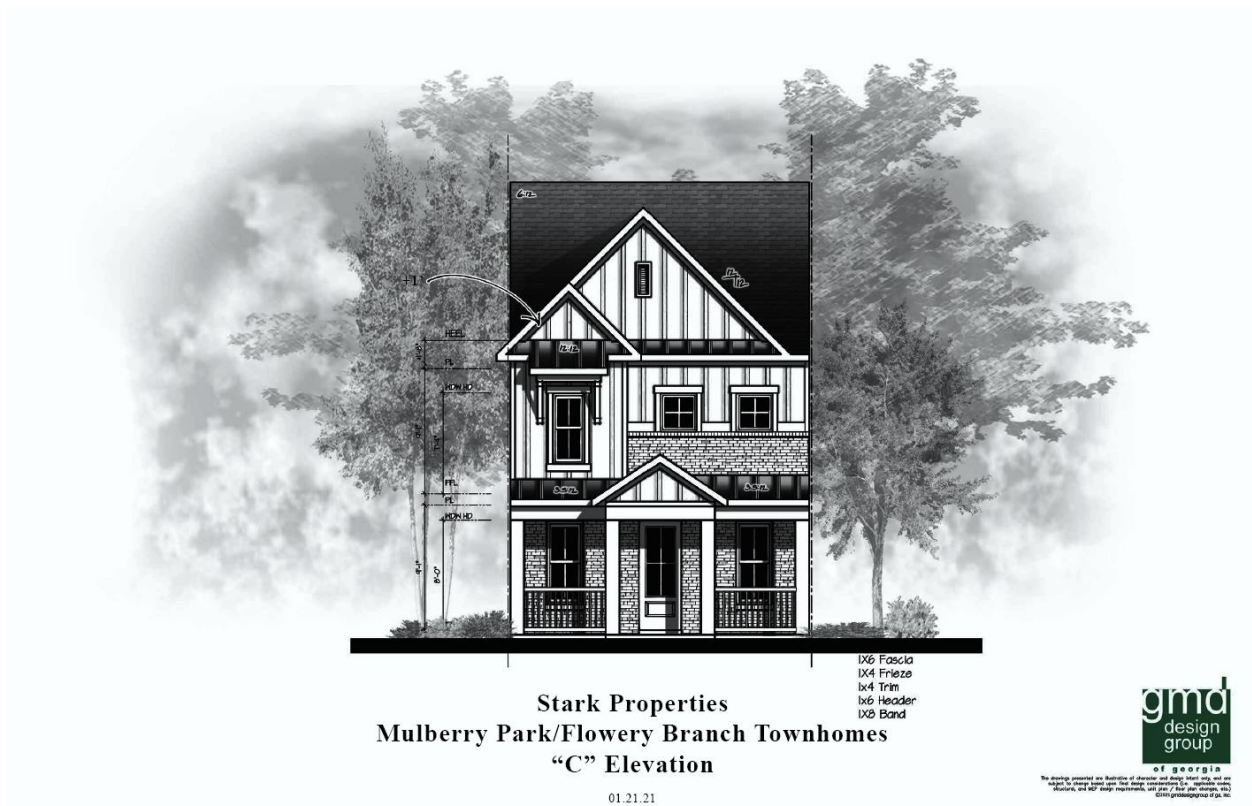
In reviewing the initial submittal Staff had concerns regarding the lack of connectivity between the two phases. Applicant would need to acquire additional land (possibly one or both parcels marked with a red X) in order to connect the phases.



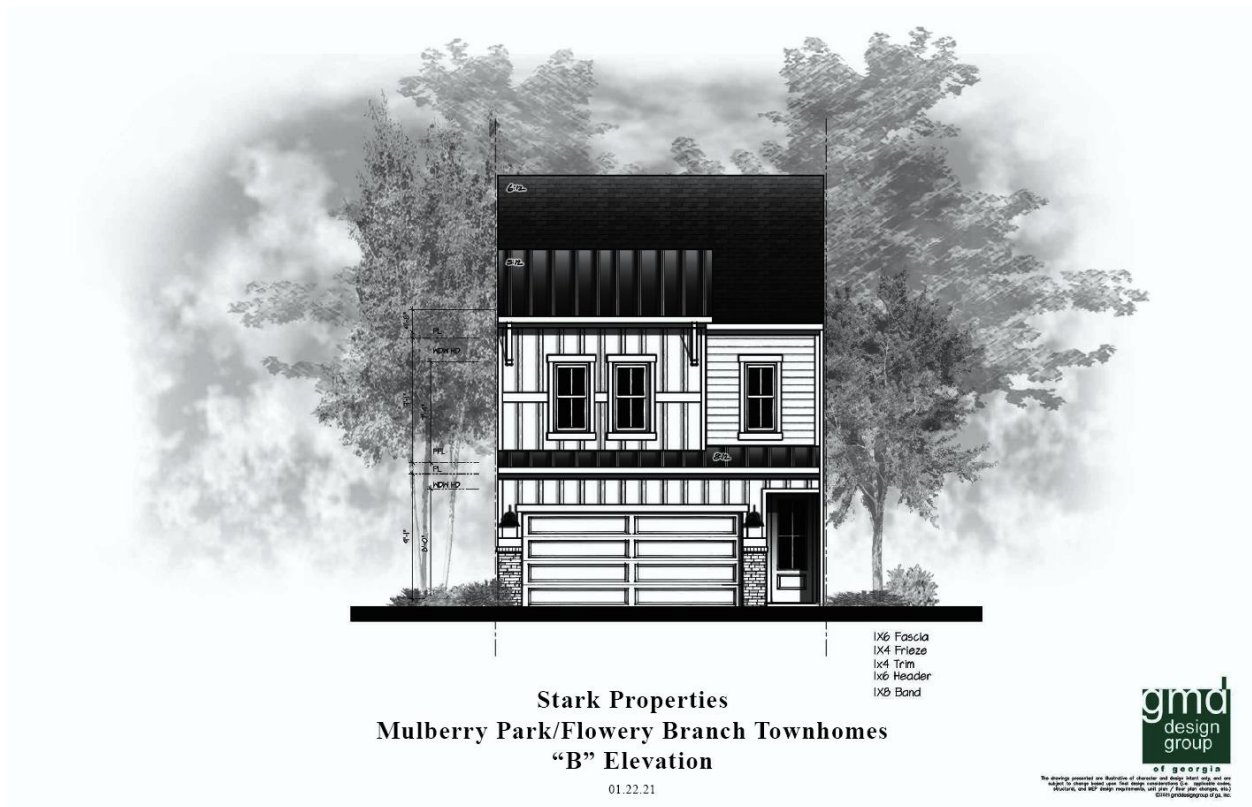
The applicant needs to have the entirety of the six parcels properly zoned for a higher density single family detached/townhome subdivision (R3) as part of the purchase agreement. The applicant is hesitant to acquire more land without having the proper zoning designation in place. In order to achieve this goal, and still meet the City's desire for a cohesive two-phase development, staff recommends rezoning all six parcels to the requested R3 zoning. but restricting phase two (parcels 08117 002001 & 08134 000006) as follows:

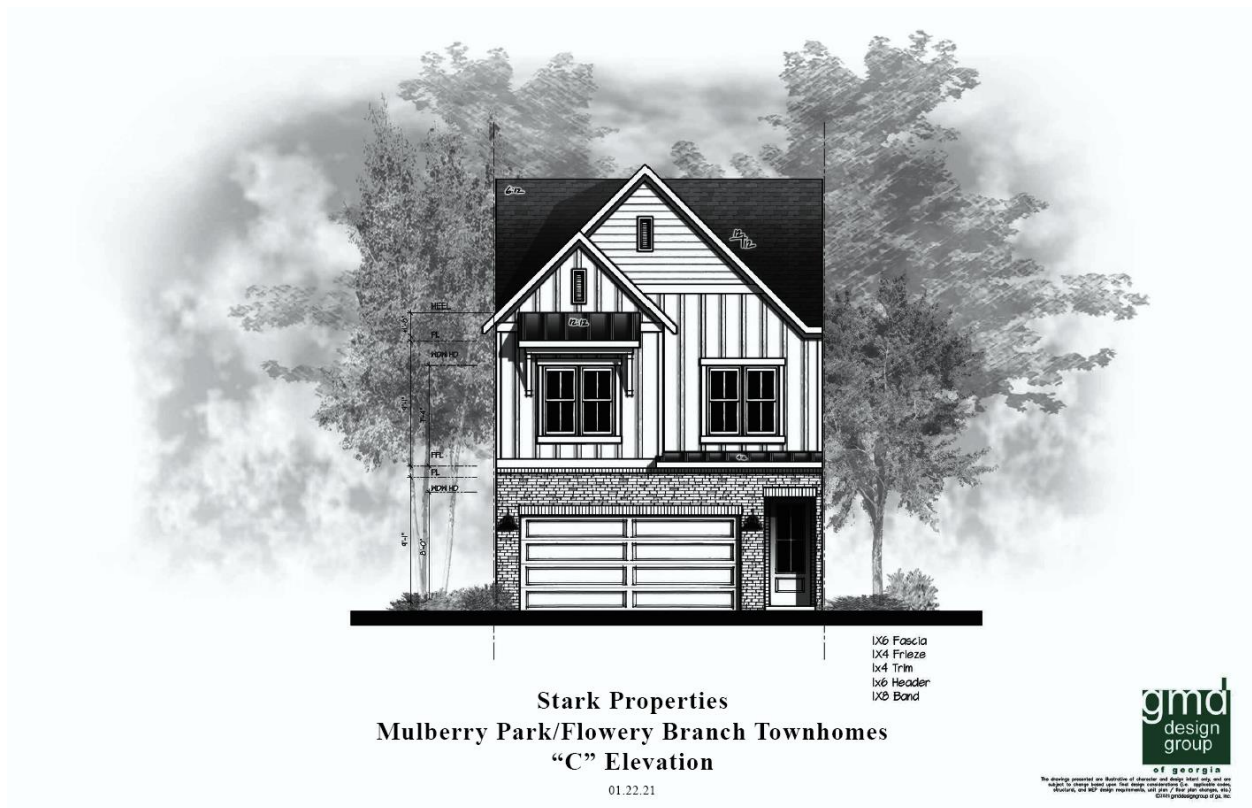
1. No permits shall be issued unless connectivity with phase one is achieved in a manner satisfactory to Flowery Branch Mayor and Council.
2. A revised site plan shall be submitted to Mayor and Council for approval prior to the issuance of any permits.













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the MADDOX





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the MILLER "B"





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the OAKLEY





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider February 4, 2021 Meeting Minutes

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [February 4, 2021 Council Meeting Minutes.pdf](#)



**City of Flowery Branch
City Council Meeting
Thursday, February 4, 2021, 6:00pm
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542**



CALL PUBLIC HEARING TO ORDER:

Mayor Miller called the Public Meeting to order at 6:06 pm.

PLEDGE OF ALLEGIANCE: Mayor Miller led the Pledge of Allegiance.

PUBLIC HEARING:

Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intent to construct a residential community consisting of single family detached homes and townhomes. Applicant has requested the case be tabled until the March 4, 2021 Council Meeting.

The applicant has asked for more time to review the proposed project. There was a consensus among Council that this could be tabled until March 4, 2021.

Consider variance requests for four properties submitted by Mr. Chris Hill of Hillgrove Homes.

Mr. Atkinson presented the requests for Ordinances 625, 626, 627, and 628. These variances are for 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive and 6043 Morrow Drive. The four addresses are 13 legal lots of record.

- Current lots are legal non-conforming
- Applicant wishes to build upon the legal 50 x 100 lots
- Lots are zoned R-2 which requires larger lots (75 feet wide; 1500 square foot minimum lot size)
- Lots cannot be built upon under current R-2 zoning
- Applicant wishes to keep lots zoned R-2 and build upon them
- Variances are required in order to make this request possible
- Variance requests are for each parcel
- Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
- Reduction in minimum required lot width from 75 feet to 50 feet.
- Reduction in required side setback from 10 feet to 5 feet.

Options:

- Approve the variances and allow the 13 lots to become buildable (9 to be constructed at this time)
- Deny the variances and the lots remain legal non-conforming lots of record
- This means they are unable to be built upon as construction would end the legal non-conforming status
- To be built upon, the lots would need to be combined/reconfigured to meet the R-2 zoning requirements

Mr. Asbridge asked about the house size. Mr. Atkinson pointed out that it was in the Staff Report. The applicant responded to those questions.

Mr. Anglin asked for clarification of the project location. There was a review of the map provided by Mr. Atkinson. Mr. Atkinson will be providing Mayor and Council the projected timeline of the variance requests.

In Favor: None

Opposed: Clyde Grine, 6034 Morrow Drive, Flowery Branch, GA 30542.

The applicant responded to Mr. Grine's concerns about the project.

Mayor Miller closed the Public Hearing at 6:40 pm.

Mayor Miller opened the work session at 6:43 pm.

UNFINISHED BUSINESS - WORK SESSION:

Discussion about Ordinance #2020-623 a rezoning application submitted by Mr. Bret Clark.

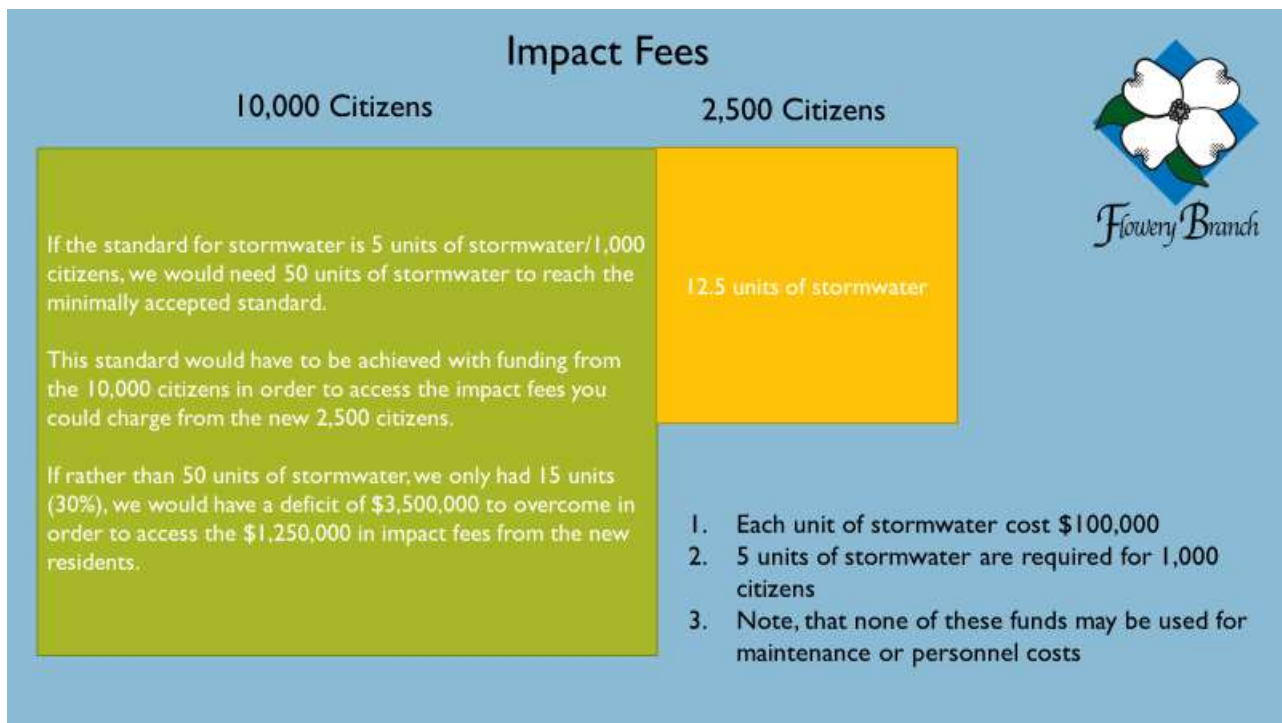
Mr. Atkinson presented the details of the application. The property is located at 5519 McEver Road; 08099 000007 with a total 11.34+/- acres. The request is to rezone from A (Agriculture) to HB (Highway Business) and R-3 (Multi-family) to construct a mixed-use development of townhomes and commercial outparcels. Mr. Atkinson discussed the timeline of the project as well as the site layout.

Mr. Anglin expressed concern about the buffering of the site in relation to Gainesville Street and stressed the importance of having buffering for all four seasons of the year. It was determined that this request will be added as a condition.

Stormwater Utility and Impact Fee discussion (Bill Ross, Rich Edinger)

Mr. Ross and Mr. Edinger provided information for the discussion of the two fees. These fees had previously been discussed in numerous meetings.

Mr. Andrew created a simplified version of how the Impact Fees would be determined/spent.



Mr. Anglin expressed a concern on where the developer's responsibilities begin and end in relation to the fees charged. He also questioned the City collecting additional fees since we are already collecting for Hall County. Mr. Anglin requested a list of neighboring communities that currently have stormwater utility fees. Mr. Asbridge pointed out that the stormwater needs are primarily in the Downtown area.

Consider approval of New Operations Development Charge

Ms. Gamble shared examples of the bill impact with this new charge. Staff recommends denying approval of the new ODC charge. The reasons include accounting issues with software; room for error with recording and notification processes, causing confusion for the customer and the inability to provide streamlined processes for monitoring.

ODC Bill Impact Examples (from Summit Lakes current billing cycle)

Planned Increases		FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
Water		5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Wastewater		7%	7%	7%	7%	7%	7%	7%	7%	7%	7%	
Credit		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Bill Example 1:												
20-0000810-01	Water	\$17.66	\$18.54	\$19.47	\$20.44	\$21.46	\$22.53	\$23.66	\$24.84	\$26.08	\$27.38	\$28.75
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	23.99	25.67	27.47	29.39	31.45	33.65	36.01	38.53	41.23	44.12	47.21
Operation Prepayment Credit		\$43.40	\$45.96	\$48.69	\$51.58	\$54.66	\$57.93	\$61.42	\$65.12	\$69.06	\$73.25	\$77.71
		-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	
		\$32.57	\$34.91	\$37.42	\$40.08	\$42.93	\$45.97	\$49.22	\$52.68	\$56.37	\$60.31	\$77.71
Bill Example 2:												
20-0001200-01	Water	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.45	\$47.72	\$50.11	\$52.62	\$55.25
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	44.59	47.71	51.05	54.62	58.44	62.53	66.91	71.59	76.60	81.96	87.70
Operation Prepayment Credit		\$80.26	\$85.08	\$90.20	\$95.64	\$101.42	\$107.57	\$114.11	\$121.06	\$128.46	\$136.33	\$144.70
		-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$69.43	\$74.03	\$78.93	\$84.14	\$89.69	\$95.61	\$101.91	\$108.62	\$115.77	\$123.39	\$131.50
Bill Example 3:												
20-0000390-01	Water	\$69.24	\$72.70	\$76.34	\$80.16	\$84.17	\$88.38	\$92.80	\$97.44	\$102.31	\$107.43	\$112.80
	Acct Srv Charge	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
	Sewer	73.59	78.74	84.25	90.15	96.46	103.21	110.43	118.16	126.43	135.28	144.75
Operation Prepayment Credit		\$144.58	\$153.19	\$162.34	\$172.06	\$182.38	\$193.34	\$204.98	\$217.35	\$230.49	\$244.46	\$259.30
		-\$10.83	-\$11.05	-\$11.27	-\$11.50	-\$11.73	-\$11.96	-\$12.20	-\$12.44	-\$12.69	-\$12.94	-\$13.20
		\$133.75	\$142.14	\$151.07	\$160.56	\$170.65	\$181.38	\$192.78	\$204.91	\$217.80	\$231.52	\$246.10

Assumptions

Assumes 3/4" meter, larger meters would receive a larger credit if applicable

Water rate/base charge increases at 5% per year

Sewer rate/base charge increases at 7% per year

No increase for the Account Servicing fee

Operations Developer Prepayment Credit is raised 2% per year

Future rate increase needs may differ under high growth situation or changes in future costs and should be updated annually

NEW BUSINESS -WORK SESSION:

Consider a rezoning request submitted by Mr. Bill Stark. Request is to rezone six parcels totaling 118 +/- acres from M-1 (Light Industrial) to R-3 (Multi-Family) with the intent to construct a residential community consisting of single family detached homes and townhomes. Applicant has requested the case be tabled until the March 4, 2021 Council Meeting.

Applicant has requested the public hearing be tabled until the March 4, 2021 City Council meeting to further investigate the proposed use and layout.

Consider variance requests for four properties submitted by Mr. Chris Hill of Hillgrove Homes.

Mr. Asbridge asked Mr. Atkinson about the dates of the schedule for review/approval. Mr. Atkinson will be providing a potential schedule for review as well as the lot layouts.

Consider-Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street

Mr. Andrew presented the lease extension. The extension continues the current terms on the lease until the end of September 2021 to match the lease the City has with Hillgrove Homes. American Eagle Mortgage pays \$1,300 per month for the space.

Leads on Line Contract

Mr. Spillers presented the details of the contract. It will provide data on criminal activity. The fees will be paid for by the Technology Fund. The cost is \$792 for rest of this year and \$2,113 for FY 22.

Request to approve and execute CW2020010 GEFA Loan Documents

Ms. Gamble presented the key points of the GEFA Loan:

- Clean Water State Revolving Fund (CWSRF)
- Award letter received 1/25/2021
- Sanitary Sewer System Improvements Loan
- \$23,300,000
- Interest rate of 1.04%
- Interest accrues and is payable monthly once construction draw requests begin.
- The City must sign all documents before GEFA will execute the loan agreement.
- Request for approval for the Mayor to sign and execute the CW2020010 loan documents.

Events and Information Coordinator Proposal

Mr. Andrew presented the proposal for the new position.

JOB SUMMARY

This position is responsible for coordinating and executing city events and public programs. Other duties will include providing assistance, when needed to the City Clerk. Under the City Clerk's supervision and in cooperation with the City Manager, the Public Information Officer will pursue opportunities to promote the City, develop and maintain an awareness of city programs and events, and regularly contact various groups, associations and news media. The position will provide expertise in internal and external communications, public relations and media relations. Work includes extensive writing, editing, social media initiatives, measuring outcomes and working in a collaborative team environment.

MAJOR DUTIES

- Plans, coordinates, and executes city events.
- Downtown marketing and events.
- Coordinate and manage the downtown Farmer's Market.
- Coordinates event preparations with other city departments and with business and community partners.
- Develops and implements marketing strategies for city events.
- Coordinates with vendors to acquire equipment and supplies for city events.
- Recruits and hires entertainment.
- Processes vendor invoices and applications.
- Develops and administers event budgets.
- Recruits and coordinates the work of event staff and volunteers.
- Manage all changes/updates to the city's website.
- Manage and schedule all social media posts on all social media platforms.
- Regular electronic sign updates

*Per the Carl Vinson Institute of Government Recommendation:
(we recommend starting at Grade C, \$54,233)

Salary Grade 19
\$52,374 - \$72,823

**Official job description is attached.

Account	Name	FY2022 Budget
100-7540-511100	Tourism / Salaries	\$54,233.00
100-7540-511300	Tourism / Overtime	\$1,699.65
100-7540-512100	Tourism / Health Insurance	\$12,276.00
100-7540-512200	Tourism / FICA & Medicare	\$4,057.00
100-7540-512220	Tourism / Long Term Disability	\$429.00
100-7540-512400	Tourism / Retirement	\$ -
100-7540-512600	Tourism / GA SUI	\$65.00
100-7540-521201	Tourism / Public Relations	\$3,000.00
100-7540-523200	Tourism / Communications	\$3,600.00
100-7540-523201	Tourism / Cell Phone	\$720.00
100-7540-523300	Tourism / Advertising	\$3,000.00
100-7540-523400	Tourism / Printing	\$3,000.00
100-7540-523500	Tourism / Travel Expenses	\$3,000.00
100-7540-523700	Tourism / Training	\$3,000.00
100-7540-531192	Tourism / Events Support	\$25,000.00

Cost if hired in
FY2021 - 10 pay
periods remaining:

\$20,858.85
\$653.71
\$2,455.20
\$1,560.38
\$85.80
\$25.00
\$600.00
\$720.00
\$144.00
\$600.00
\$600.00
\$600.00
\$600.00

Pros for hiring now:

Provides time for training and acclimation to duties.
Provides time for planning of events and activities with the LLCVB.
Provides immediate support to City Clerk, Directors and the City Manager.
Provides immediate liaison for social media monitoring.
Provides immediate support to work with the City Manager and Council for the vision of downtown.
Provides a replacement for rental management company.

Cons for hiring now:

No events are taking place because of the COVID pandemic.
Should be considered in the rank priority of hiring needs among other departments.

1. Salaries amount above includes sick time and annual bonus.
2. Clerk Training
3. for event emergencies (since we do not know the condition of supplies in the depot cage)
plus \$14,000 from LLCVB Support budget.

\$117,079.65

\$29,502.94

Mr. Andrew reminded Council that this is in consideration of approval along while knowing there are other staffing requests needed city-wide.

Each of the below departments provided a brief update on Staffing Requests

Planning Staffing Request

Finance Staffing Request

Wastewater/Water Staffing Request

Public Works Staffing Request

Police Department Staffing Request

DEPARTMENT REPORTS:

ADJOURNMENT WORK SESSION:

Mayor Miller adjourned the work session at 8:47 pm.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 8:47 pm.

PUBLIC COMMENTS:

The following citizens expressed support in hiring more personnel for the Police Department.

Bob Hayes, 6905 Hopscotch Court, Flowery Branch, GA 30542

Aubrey Duke, 7016 Treehouse Way, Flowery Branch, GA 30542

William McDaniel, 7369 Lazy Hammock Way, Flowery Branch, GA 30542

CONSENT AGENDA:

Per Diem-Mike Miller

Consider January 7, 2021 Meeting Minutes

There was a motion made to approve the consent agenda.

MOTION: Leslie Jarchow

SECOND: Ed Asbridge

AYES: Ed Asbridge, Joe Anglin, Amy Farah, Chris Mundy, Leslie Jarchow

NAYS: None

Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consider approval of New Operations Development Charge

There was a motion made to deny approval of New Operations Development Charge.

MOTION: Ed Asbridge
SECOND: Leslie Jarchow
AYES: Ed Asbridge, Joe Anglin, Amy Farah, Chris Mundy, Leslie Jarchow
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Consider-Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5514 Main Street

There was a motion made to approve.

MOTION: Chris Mundy
SECOND: Amy Farah
AYES: Ed Asbridge, Joe Anglin, Amy Farah, Chris Mundy, Leslie Jarchow
NAYS: None
Motion carried

Leads on Line Contract

There was a motion made to approve

MOTION: Leslie Jarchow
SECOND: Chris Mundy
AYES: Ed Asbridge, Joe Anglin, Amy Farah, Chris Mundy, Leslie Jarchow
NAYS: None
Motion carried

Request to approve and execute CW2020010 GEFA Loan Documents

There was a motion made to approve the authorization for the Mayor to sign GEFA loan documents for the CW2020010 Wastewater Plant Expansion approved funding of \$23,300,000.

MOTION: Leslie Jarchow
SECOND: Amy Farah
AYES: Ed Asbridge, Joe Anglin, Amy Farah, Chris Mundy, Leslie Jarchow
NAYS: None
Motion carried

EXECUTIVE SESSION: There was no executive session.

ADJOURNMENT:

There was a motion made to adjourn at 9:08 pm.

MOTION: Leslie Jarchow

SECOND: Chris Mundy

AYES: Ed Asbridge, Joe Anglin, Amy Farah, Chris Mundy, Leslie Jarchow

NAYS: None

Motion carried

Mayor – Mike Miller

Date

City Clerk – Vickie Short



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Mayor Mike Miller per diem

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [Mayor Mike Miller per diem.pdf](#)



**CITY OF FLOWERY BRANCH
MAYOR & COUNCIL ATTENDANCE SHEET
PER DIEM PAY**

NAME Mike Miller

MONTH/YEAR February 2021

	MEETING DATE	DESCRIPTION OF MEETING
1	2/23/2021	South Hall Business Coalition
2	2/25/2021	Emory Orthopedic Ribbon Cutting
3	2/25/2021	Chamber of Commerce Board Meeting
4	3/4/2021	Read Across America-Flowery Branch Elementary School
5		

My signature certifies that I am eligible to be paid for 4 meeting dates, maximum 5 per month, in accordance with per diem pay as described in Ordinance No. 477. Total \$200.00 (\$50.00 per mtg)

Signature



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: First Read for Ordinances 631, 632, 633, and 634 - variance requests for 6026 Lights Ferry Road, 6040, 6041, and 6043 Morrow Drive submitted by Mr. Chris Hill of Hillgrove Homes

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive
Applicant reviewed options on how to best develop these parcels (and possibly more in the area) while meeting the intent of the Flowery Branch Zoning Ordinance. There is an original plat that appears to still be valid that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current zoning. In other words, the lots are legally platted but they cannot be altered - making new home construction impossible.

Rezoning is problematic as the options are limited. The Central Business District is intended for the downtown area. The subject properties are close to downtown, but staff feels they are too far away to be considered for CBD. Traditional Neighborhood District is too restrictive for the properties as it requires parking in the rear or side yards. The other option is to create larger lots to meet the standard R-2 zoning requirements.

Ultimately, the applicant decided to pursue building on the legal lots as recorded. In order to meet the R-2 designation, and the original plat, applicant must request three variances. The variances are from the requirements set forth in Article 6, Table 6.2, of the City's zoning ordinance.

FACTS AND ISSUES:

Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive
Variances from the Flowery Branch Zoning Ordinance Article 6. Table 6.2

Variance requests are for each parcel. The requests are as follows:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

OPTIONS:

The following schedule has been approved by Mayor Miller:

February 18 - work session

March 4 - first vote

March 18 - final vote

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve as submitted and conditioned by staff. Staff encourages Mayor and Council to provide additional conditions as deemed appropriate prior to the final read and vote scheduled for March 18th, 2021.

SAMPLE MOTION:

I make a motion to approve the first read of ordinance 631.

I make a motion to approve the first read of ordinance 632.

I make a motion to approve the first read of ordinance 633.

I make a motion to approve the first read of ordinance 634.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Variance Application.pdf](#)
- [Variance Staff Report .pdf](#)
- [Combined Ordinances.pdf](#)



VARIANCE APPLICATION

Address of Request:

6043, 6041, 6040 Morrow Drive + 6026 Lights Ferry Road

Type of Variance Requested

Complete requirements for variances can be found in the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37;

Please verify all the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 37, section 37.5 are being met.
Explain below:

Morrow Subdivision Plat Book 10 Page 154

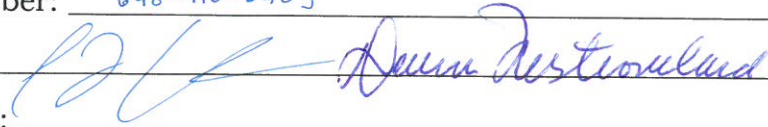
- ① Reduction in Minimum Required Lot size from 15,000 S.F. to 7,000 S.F.
- ② Reduction in Minimum Required Lot width from 75' + 50'
- ③ Reduction in Required side setback from 10' to 5'

Applicant: Hillgrove Homes LLC

Address: 5512 Main Street, Flowery Branch GA 30542

E-mail address: Chris@hillgrovehomes.com

Phone number: 678-410-2705

Signature: 

Notary Seal:



Dawn Westmoreland
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires
December 19, 2024



Property owner information (if different than the applicant)

Property owner (please print): _____

Signature of property owner: _____

Notary Seal:

Please provide the following at time of submittal:

- Payment of \$325.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Detailed description of request
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

 N/A

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

 N/A

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

 N/A

Disclosure of Campaign Contributions

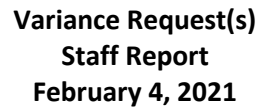
List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Officials Name

Amount of Description of Gift

 N/A





Subject Properties: 6026 Lights Ferry Road, 6040 Morrow Drive, 6041 Morrow Drive, and 6043 Morrow Drive

The map displays a residential neighborhood with the following details:

- Streets:** Valley Force Dr, Morrow Dr, Turnstone Trl, Boston Trl, and a road labeled 'erry Rd' (partially visible).
- Property Lots and Addresses:**
 - Green lots: 7011, 7015, 7019, 7018, 7022, 7026, 7023, 7027, 7031, 6034, 6026, 6028, 6018, 6016.
 - Brown lots: 6052, 5818, 6044, 6040, 6030, 6037, 6035, 6033, 6031, 6027, 6025, 6023, 6011, 6006, 6005, 5998, 6014, 6010, 6018, 6016, 6014.
- Markings:**
 - Four black 'X' symbols are placed on lots 6043, 6041, 6030, and 6026.
 - Lot 6027 is circled in black and labeled 'R-2'.
- Other Labels:** 'AR-III' in red text, 'Valley Force Dr' in blue text, and 'ERY BRANCH' in blue text.



The four subject properties are all zoned R-2 (Residential Detached Single Family):

Sec. 6.3. - R-2, Residential, Detached Single Family, Moderate-Density District.

(a)*Purpose and Description.* This zoning district is intended to implement the "Single-family residential" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "suburban residential" character area established in the comprehensive plan.

(b)*Character.* The designs of subdivisions in this district include cul-de-sacs and curvilinear streets. Houses are set back a significant distance from the street. Streets are built to relatively wide standard when compared with traditional neighborhoods. Access to this district is predominantly by automobile but pedestrian mobility is accommodated.

(c)*Permitted and Conditional Uses.* Permitted and conditional uses shall be as provided in Table 6.1, "Permitted and Conditional Uses in Agricultural and Conventional Residential Zoning Districts." Land use in this district consists predominantly of detached, single-family dwellings on their own lots at a moderate density (no more than approximately three dwelling units per acre). Site-built dwellings only are permitted (no manufactured homes). Other uses that are compatible with a low-density, residential environment such as recreational, educational, and religious facilities, are permitted or conditional uses.

(d)*Dimensional Requirements.* Dimensional requirements shall be as provided in Table 6.2, "Dimensional Requirements in Agricultural and Conventional Residential Zoning Districts." Dimensional requirements such as minimum building setbacks and maximum building coverage are intended to provide for yards surrounding each dwelling.

Applicant reviewed options on how to best develop these parcels (and possibly more in the area) while meeting the intent of the Flowery Branch Zoning Ordinance. There is an original plat that appears to still be valid (shown below) that designates the lots as legal non-conforming. This means they are legal but do not meet the current zoning designation (R-2 in this case) thus rendering them unbuildable under current zoning. In other words, the lots are legally platted but they cannot be altered - making new home construction impossible.

Rezoning is problematic as the options are limited. The Central Business District is intended for the downtown area. The subject properties are close to downtown, but staff feels they are too far away to be considered for CBD. Traditional Neighborhood District is too restrictive for the properties as it requires parking in the rear or side yards. The other option is to create larger lots to meet the standard R-2 zoning requirements.



Ultimately, the applicant decided to pursue building on the legal lots as recorded. In order to meet the R-2 designation, and the original plat, applicant must request three variances. The variances are from the requirements set forth in Article 6, Table 6.2, of the City's zoning ordinance.

Table 6.2

Requirement (measurement unit)	A	R-1	R-2
Maximum height (feet)	75	35	35
Maximum height (number of stories)	3	3	3
Maximum density (units per acre)	0.333	2.18	3
Minimum lot size for detached single-family dwelling (square feet) (1)	130,680	20,000	15,000
Minimum lot size for two-family dwelling (square feet) (1)	N/A	N/A	N/A
Minimum lot size for other uses (square feet) (1)	130,680	43,560	15,000
Minimum lot width (feet)	200	90	75
Minimum heated floor area per dwelling unit (square feet)	1,500	2,200	1,800
Minimum heated floor area per dwelling unit, ground floor of a dwelling (square feet)	750	1,100	900
Minimum front yard setback from lot line, all principal buildings (feet)	80	35	25
Minimum side setback, interior lot line, all principal buildings (feet)	25	20	10
Minimum side setback, corner lot, all principal buildings (feet)	60	35	25
Minimum rear setback, all principal buildings (feet)	35	25	20
Minimum setback, all principal or accessory buildings and structures abutting an R-1, R-2, or R-3 district (feet)	Side and rear setbacks shall apply	50	50
Minimum width of natural buffer abutting R-1, R-2, or R-3 district (feet)	None	None	None
Minimum landscape strip required along rights-of-way for any nonresidential use if permitted (width in feet)	15	15	10
Minimum landscape strip required along rights-of-way for any apartment or condominium (multi-family residential) use (width in feet)	N/A	N/A	N/A
Minimum landscape strip required along side property lines for any nonresidential use if permitted (width in feet)	5	5	5
Maximum coverage of principal and accessory buildings (percent of lot)	25	25	35
Minimum landscaped open space, all principal uses except detached, single-family residential lots (percent)	20	20	15

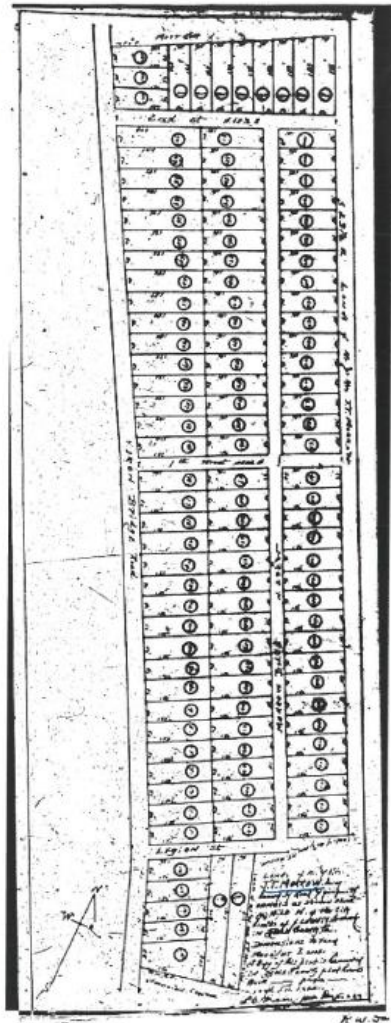
Variance requests are for each parcel. The requests are as follows:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.



This is in line with the original recorded plat:

Morrow Subdivision
Plat Book 10 page 154



put on Schedule



Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district; **Legal non-conforming lots that cannot be built upon as currently required by Flowery Branch Zoning Ordinance.**
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located; **The lots cannot be built upon and meet the requirements of R-2 zoning.**
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

Staff recommends approval with the following conditions:

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. Applicant shall construct new homes in accordance with the elevations submitted and attached as Exhibit "A".





Exhibit "A"



Heritage
GROUP HOMES

MAPLE RIDGE

4 Bedrooms/2.5 Baths
2007 sq. ft.



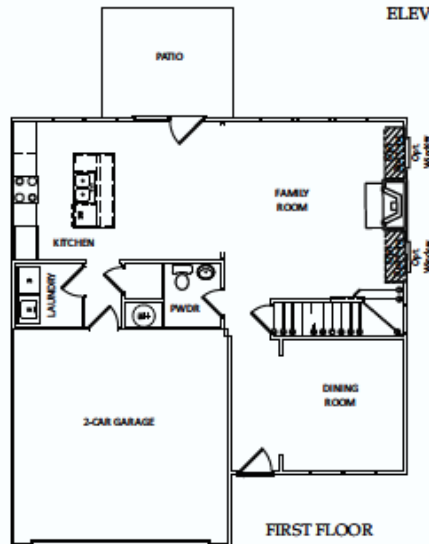
ELEVATION A



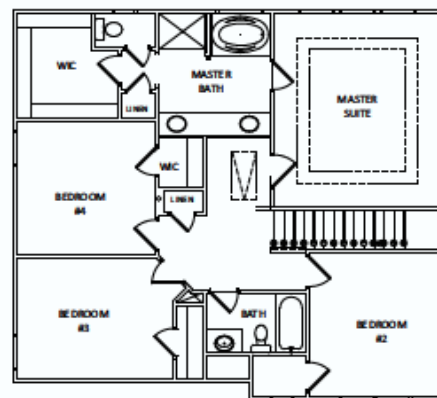
ELEVATION B



ELEVATION C

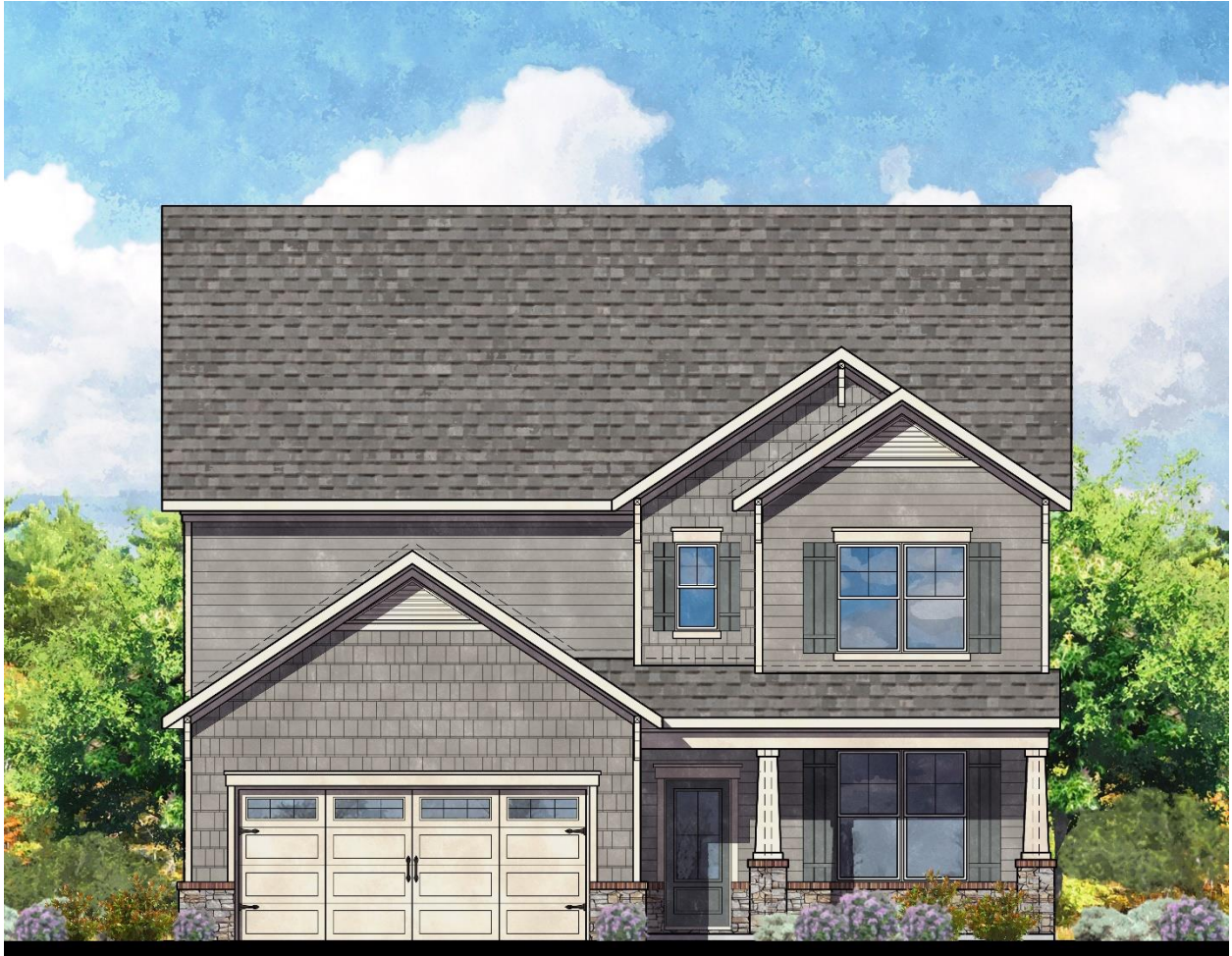


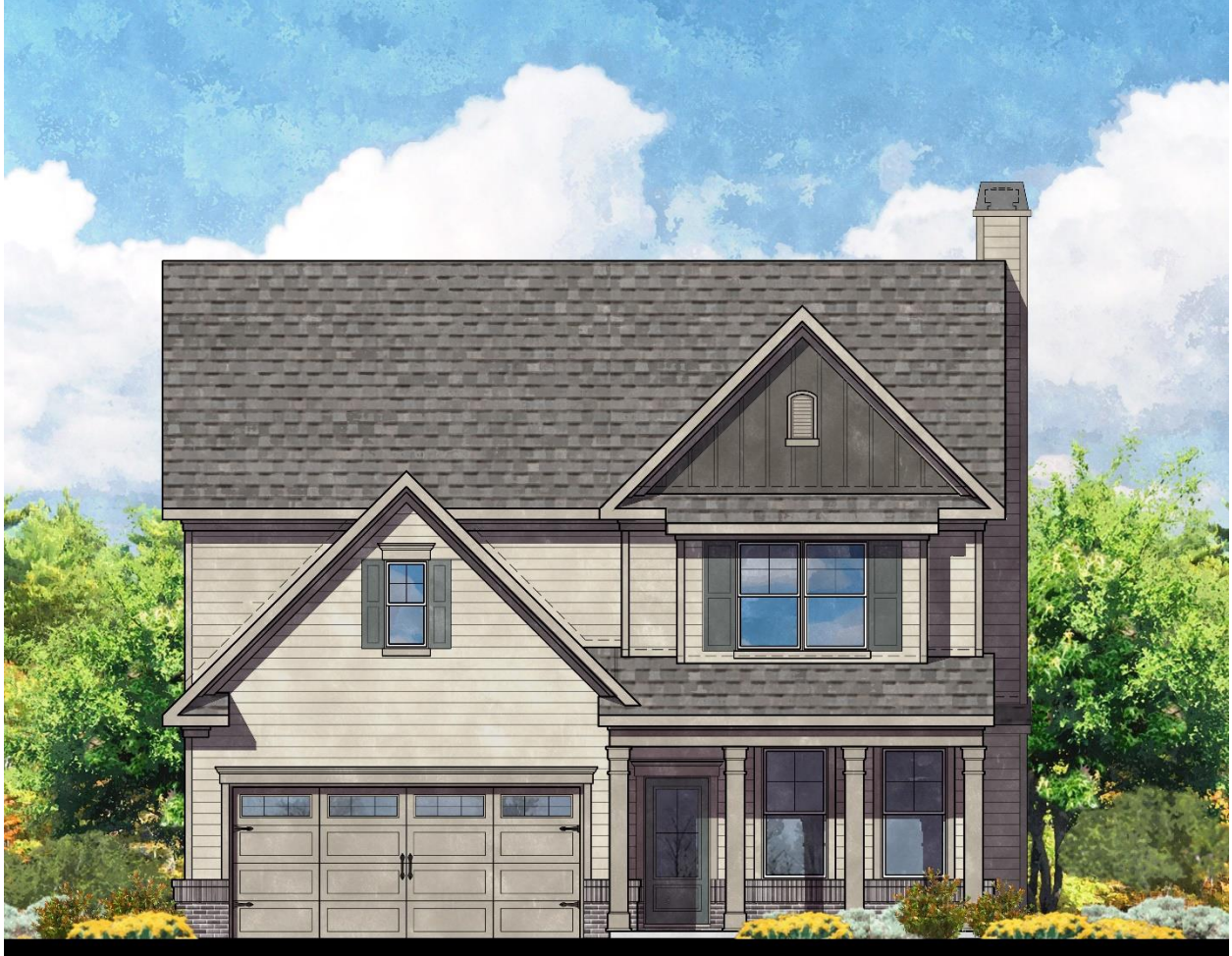
FIRST FLOOR



SECOND FLOOR

*All information is believed to be accurate but is not guaranteed and subject to change without notice.







Cottages @
Lights Ferry



Front Elevation A



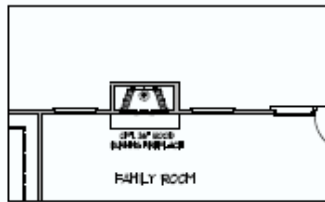
Front Elevation B



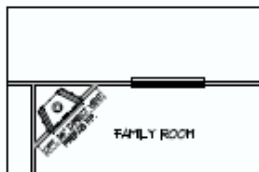
Front Elevation C



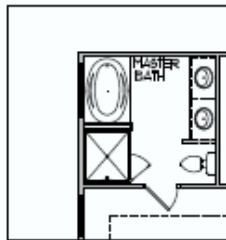
THE SAXTON @ Candler Park



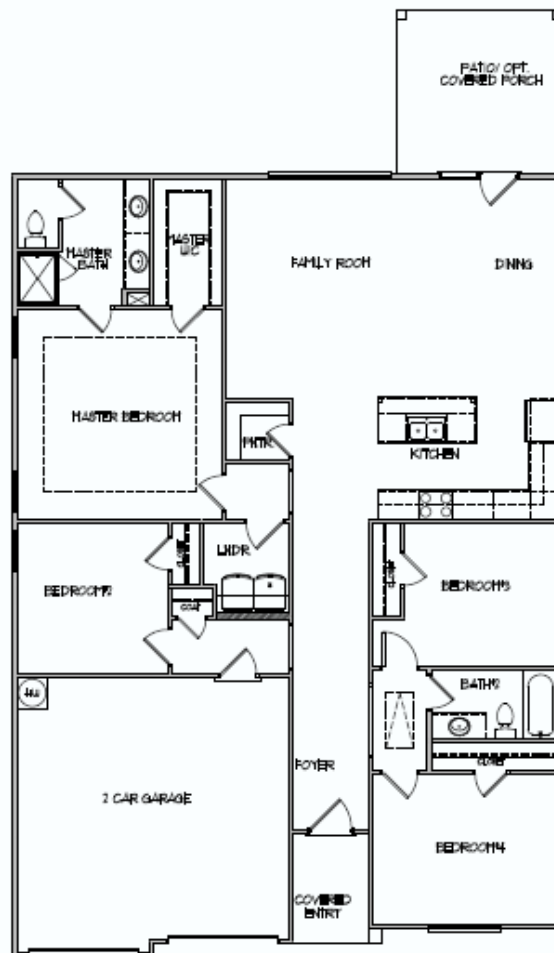
Opt. Wood Burning
Fireplace



Opt. Corner Fireplace



Master Bath Opt.



Main Level





Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

ORDINANCE 631

AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6026 LIGHTS FERRY ROAD, OWNED BY HILLGROVE HOMES, LLC, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Hillgrove Homes, LLC desires to develop 6026 Lights Ferry Road; as shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the variance application of Hillgrove Homes, LLC in conjunction with the standards set forth in Article 37, Section 37.5 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Hillgrove Homes, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting specific variances and whereas a survey and complete description of the land to be varied is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 4, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"



Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

Exhibit "B"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 111 and 112, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

Commencing at a point common for Land Lots 111, 112, 118 and 119; THENCE South 74 degrees 24 minutes 19 seconds East for 83.77 feet to a 1" open top pipe on the northern right-of-way of Lights Ferry Road (60' R/W), said point being THE TRUE POINT OF BEGINNING;

THENCE along the right-of-way of Lights Ferry Road North 28 degrees 19 minutes 20 seconds West a distance of 200.76 feet to an iron pin set;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and Phillip W. Williams North 63 degrees 30 minutes 09 seconds East a distance of 139.19 feet to an iron pin set;

THENCE along said line, North 27 degrees 04 minutes 25 seconds West a distance of 50.00 feet to an open top pipe found;

THENCE along said line North 63 degrees 30 minutes 09 seconds East a distance of 150.01 feet to an open top pipe found;

THENCE along Marrow drive (30; R/w) South 27 degrees 04 minutes 25 seconds East a distance of 247.18 feet to a 1" open top pipe;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and William C Tullis, South 62 degrees 48 minutes 02 seconds West a distance of 284.80 feet to an open top pipe, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains an area of 1.483 acres.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

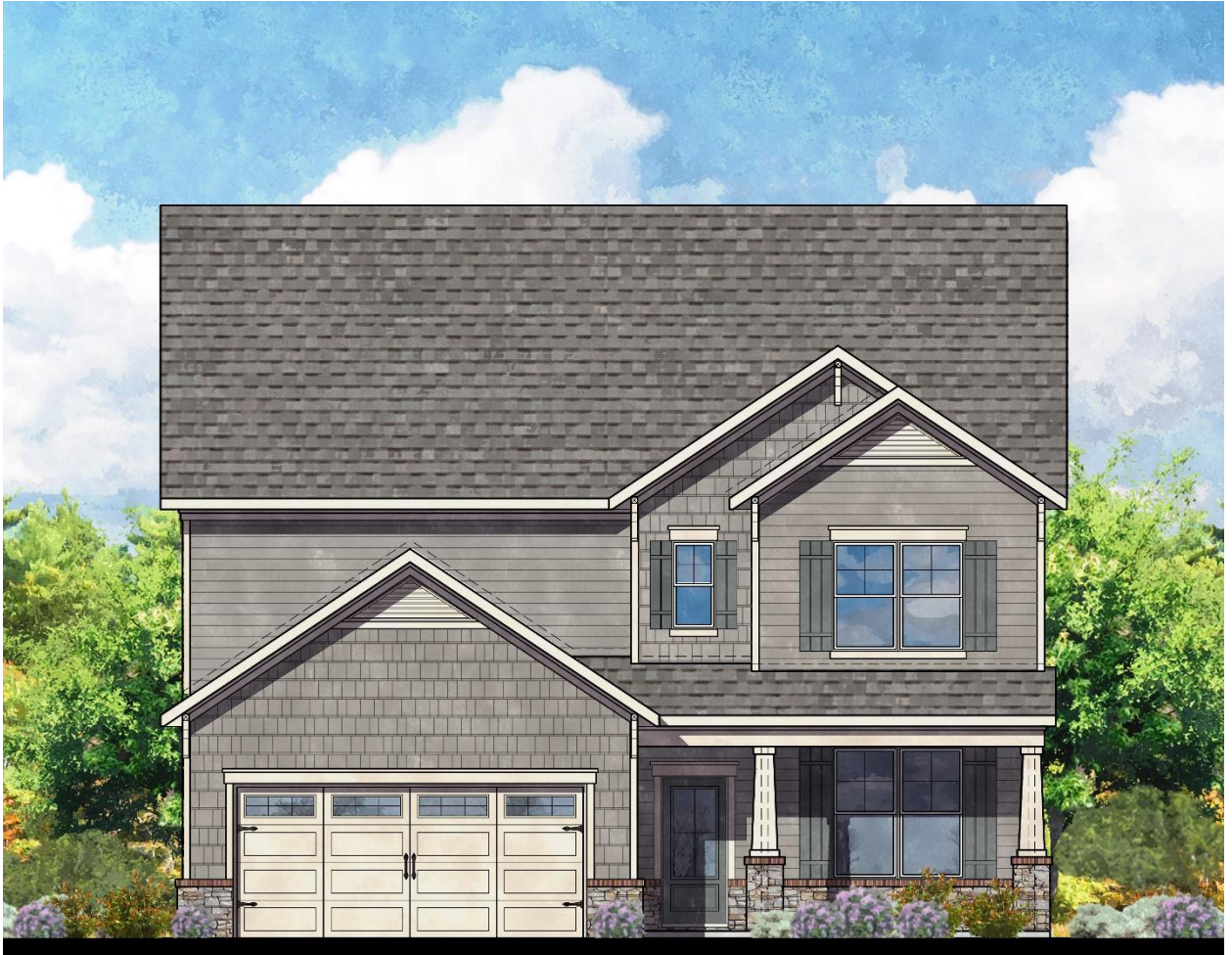
First Reading 03/04/21
Adopted 03/18/21

Exhibit "C"

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. A landscape plan shall be submitted to staff at time of land disturbance. Said plan shall include individual lots and the development as a whole.
5. Applicant shall construct new homes in accordance with the elevations submitted and attached below.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

**Cottages @
Lights Ferry**



Front Elevation A



Front Elevation B



Front Elevation C

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

ORDINANCE 632

AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6040 MORROW DRIVE, OWNED BY HILLGROVE HOMES, LLC, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Hillgrove Homes, LLC desires to develop 6040 Morrow Drive; as shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the variance application of Hillgrove Homes, LLC in conjunction with the standards set forth in Article 37, Section 37.5 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Hillgrove Homes, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting specific variances and whereas a survey and complete description of the land to be varied is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 4, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

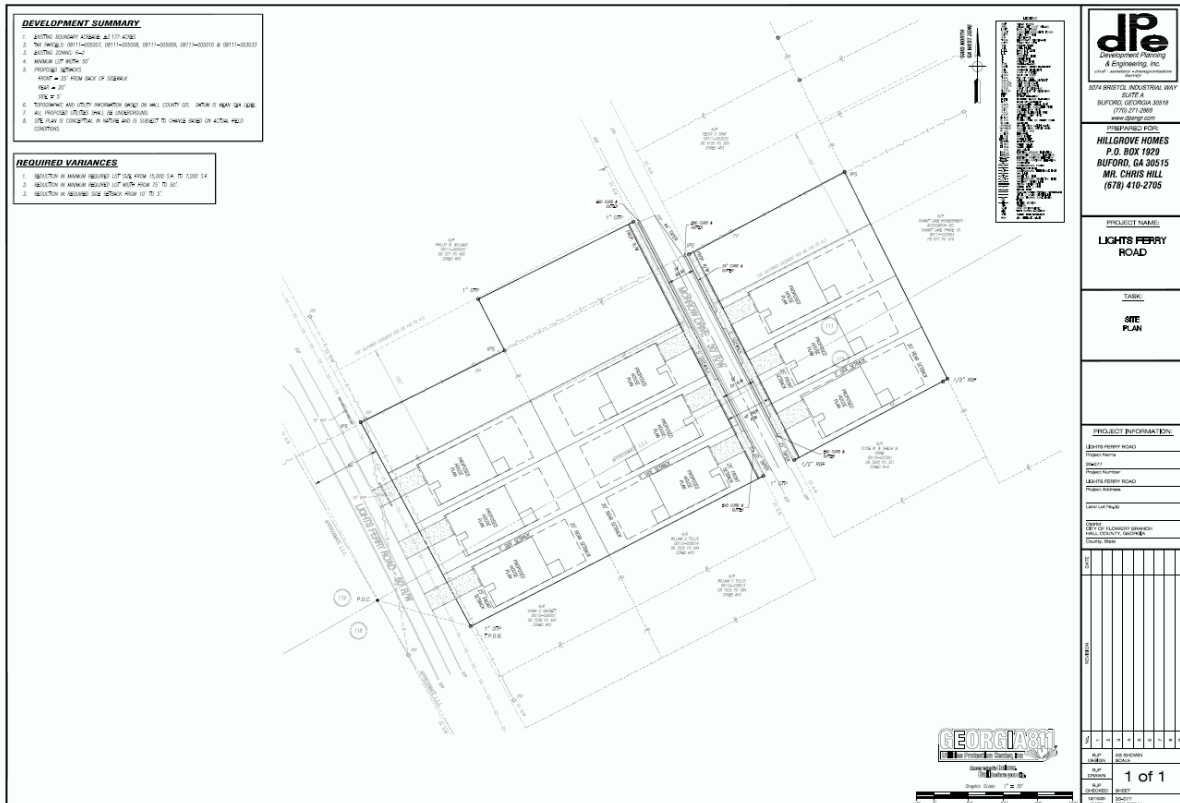
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit “A”



Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

Exhibit "B"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 111 and 112, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

Commencing at a point common for Land Lots 111, 112, 118 and 119; THENCE South 74 degrees 24 minutes 19 seconds East a distance of 83.77 feet to a 1" open top pipe on the northern right-of-way of Lights Ferry Road (60' R/W) a point; THENCE North 62 degrees 48 minutes 02 seconds East a distance of 284.80 feet to a 1" open top pipe on the southern right-of-way of Morrow drive (30' R/W); THENCE across the street North 62 degrees 42 minutes 53 seconds East a distance of 30.00 feet to a 1/2" rebar found on the northern right-of-way of said road, said point being THE TRUE POINT OF BEGINNING;

THENCE along Marrow Drive (30' R/W) North 27 degrees 04 minutes 25 seconds West a distance of 200.02 feet to an iron pin set;

THENCE leaving said right-of-way North 62 degrees 02 minutes 16 seconds East a distance of 152.37 feet to an iron pin set;

THENCE along the line common for Now or formerly known Summit Lake Homeowners Association and Donald W. England, South 26 degrees 25 minutes 45 seconds East a distance of 200.07 feet to a 1/2" rebar found;

THENCE along the line common for Now or formerly known Donald W. England and Clyde W. & Sheila M. Grine, South 62 degrees 02 minutes 16 seconds West a distance of 150.12 feet to 1/2" rebar found, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains an area of 0.694 acres.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

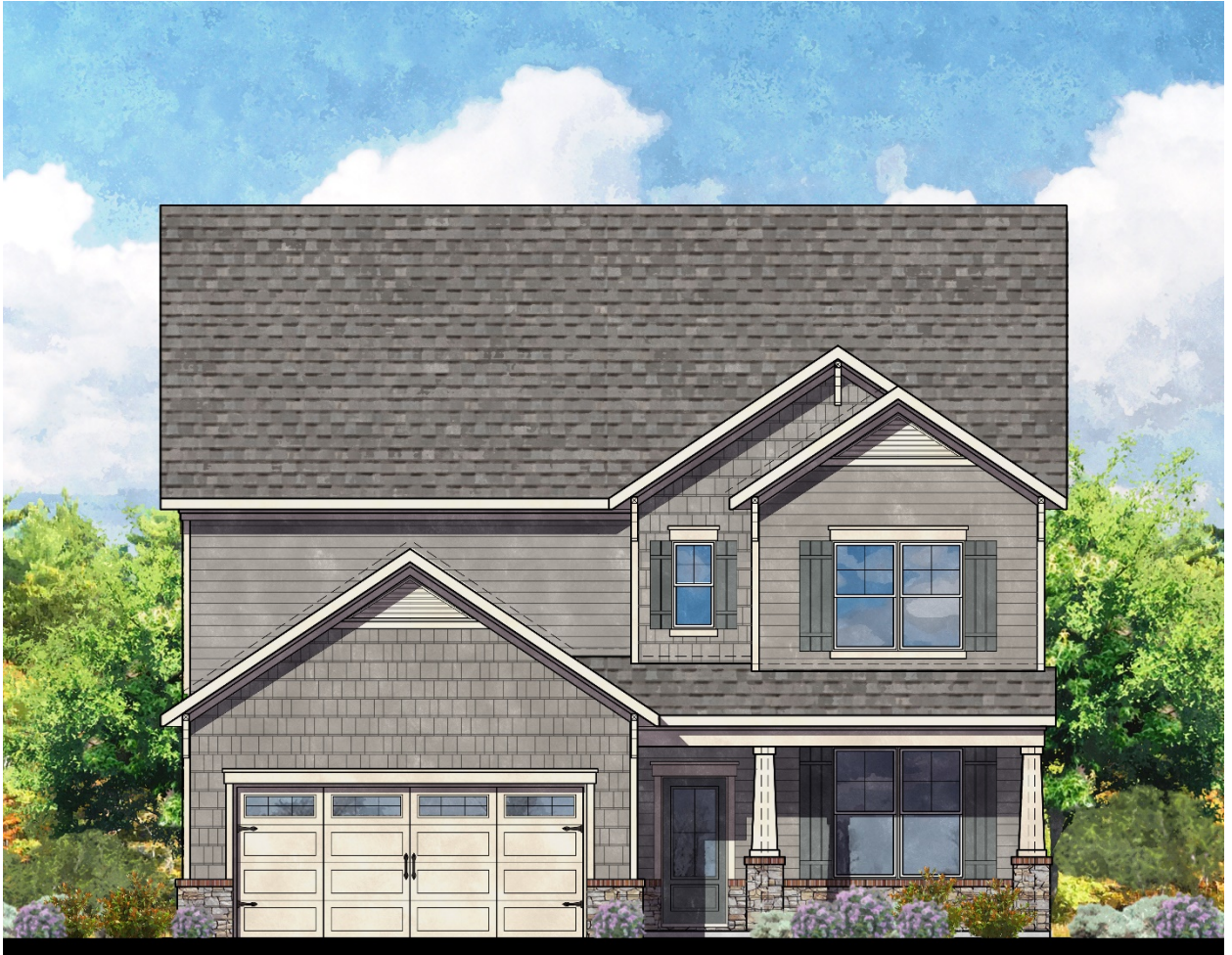
First Reading 03/04/21
Adopted 03/18/21

Exhibit "C"

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. A landscape plan shall be submitted to staff at time of land disturbance. Said plan shall include individual lots and the development as a whole.
5. Applicant shall construct new homes in accordance with the elevations submitted and attached below.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

**Cottages @
Lights Ferry**



Front Elevation A



Front Elevation B



Front Elevation C

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

ORDINANCE 633

AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6041 MORROW DRIVE, OWNED BY HILLGROVE HOMES, LLC, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Hillgrove Homes, LLC desires to develop 6041 Morrow Drive; as shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the variance application of Hillgrove Homes, LLC in conjunction with the standards set forth in Article 37, Section 37.5 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Hillgrove Homes, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting specific variances and whereas a survey and complete description of the land to be varied is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 4, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;
- (d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;
- (e) The special circumstances are not the result of the actions of the applicant;
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed; and
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION AND CONDITIONS.

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variances from the requirements set forth in the Flowery Branch Zoning Ordinance Article 6, Table 6.2:

1. Reduction in minimum required lot size from 15,000 square feet to 7,000 square feet.
2. Reduction in minimum required lot width from 75 feet to 50 feet.
3. Reduction in required side setback from 10 feet to 5 feet.

Conditions set forth in Exhibit "C" are imposed on said properties. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

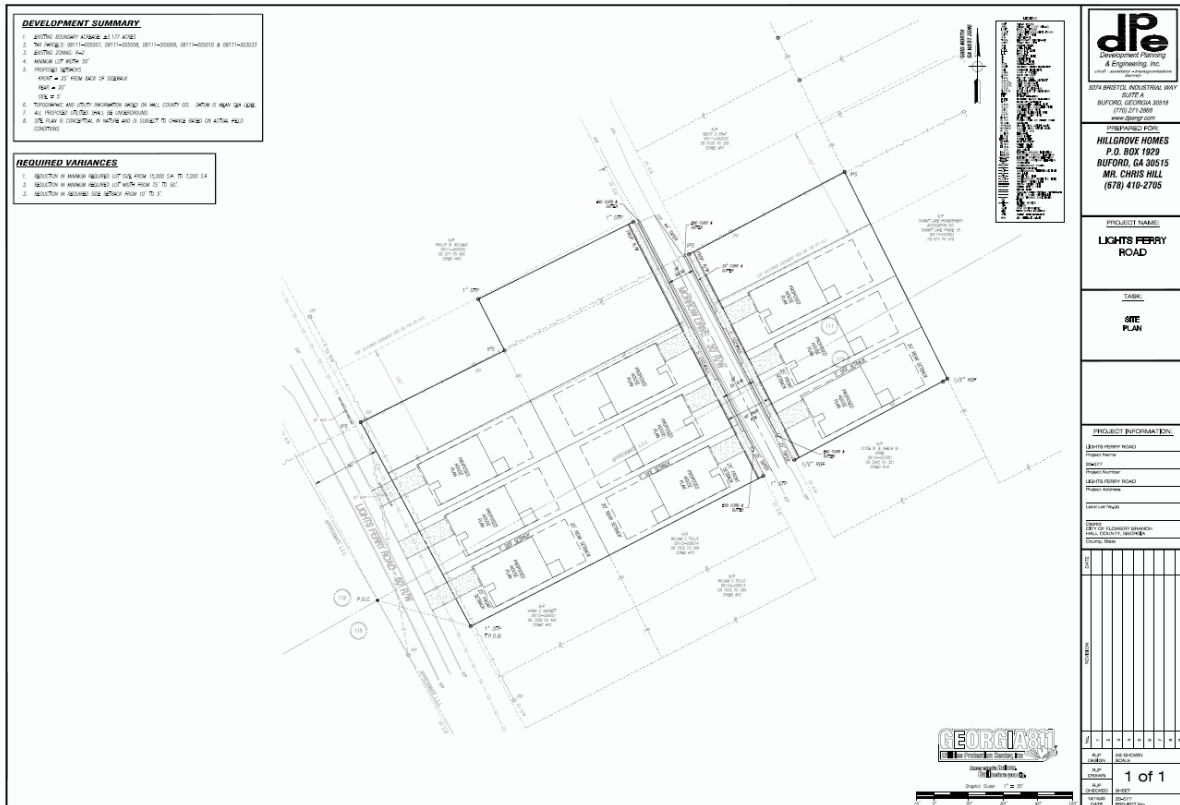
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit “A”



Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

Exhibit "B"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 111 and 112, 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

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THENCE along the right-of-way of Lights Ferry Road North 28 degrees 19 minutes 20 seconds West a distance of 200.76 feet to an iron pin set;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and Phillip W. Williams North 63 degrees 30 minutes 09 seconds East a distance of 139.19 feet to an iron pin set;

THENCE along said line, North 27 degrees 04 minutes 25 seconds West a distance of 50.00 feet to an open top pipe found;

THENCE along said line North 63 degrees 30 minutes 09 seconds East a distance of 150.01 feet to an open top pipe found;

THENCE along Marrow drive (30; R/w) South 27 degrees 04 minutes 25 seconds East a distance of 247.18 feet to a 1" open top pipe;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and William C Tullis, South 62 degrees 48 minutes 02 seconds West a distance of 284.80 feet to an open top pipe, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains an area of 1.483 acres.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

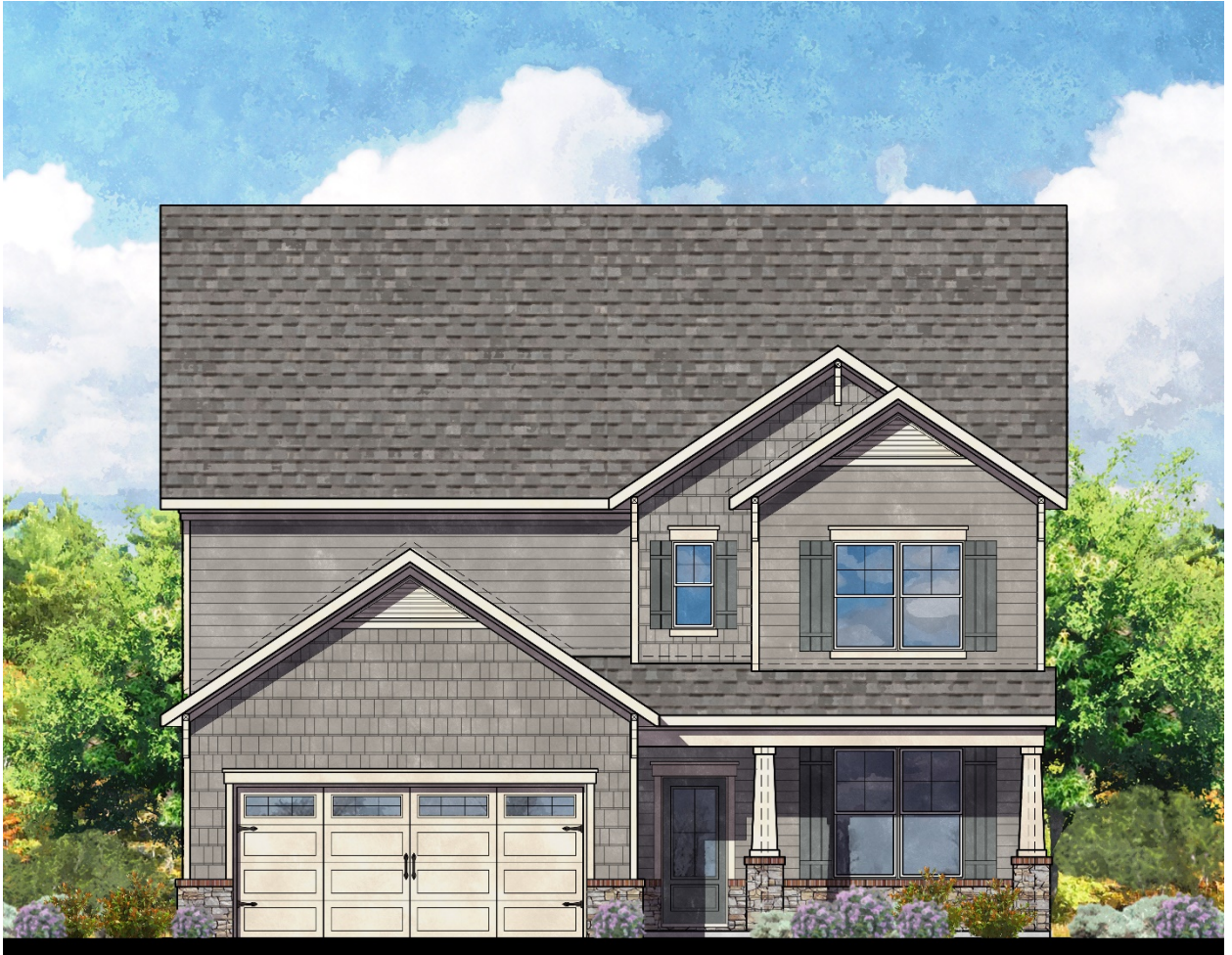
First Reading 03/04/21
Adopted 03/18/21

Exhibit "C"

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
3. Applicant shall leave sufficient right-of-way for the future installation of sidewalks on each property not fronting Lights Ferry Road.
4. A landscape plan shall be submitted to staff at time of land disturbance. Said plan shall include individual lots and the development as a whole.
5. Applicant shall construct new homes in accordance with the elevations submitted and attached below.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

**Cottages @
Lights Ferry**



Front Elevation A



Front Elevation B



Front Elevation C

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

ORDINANCE 634

AN ORDINANCE GRANTING VARIANCES FROM THE R-2 (RESIDENTIAL, DETACHED SINGLE FAMILY, LOW DENSITY DISTRICT) REQUIREMENTS OF ARTICLE 6, TABLE 6.2, OF THE FLOWERY BRANCH ZONING ORDINANCE TO 6043 MORROW DRIVE, OWNED BY HILLGROVE HOMES, LLC, SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C", BY REDUCING THE MINIMUM REQUIRED LOT SIZE FROM 15,000 SQUARE FEET TO 7,000 SQUARE FEET, REDUCING THE MINIMUM REQUIRED LOT WIDTH FROM 75 FEET TO 50 FEET, AND BY REDUCING THE REQUIRED SIDE SETBACK FROM 10 FEET TO 5 FEET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, Hillgrove Homes, LLC desires to develop 6043 Morrow Drive; as shown on Exhibit "A"; and legally described on Exhibit "B"; and

WHEREAS, specific conditions shall be placed on subject properties are shown on attached exhibit "C"; and

WHEREAS, the City Council of the City of Flowery Branch has considered the variance application of Hillgrove Homes, LLC in conjunction with the standards set forth in Article 37, Section 37.5 of Zoning Ordinance No. 348 of the City of Flowery Branch, Georgia; and

WHEREAS, Hillgrove Homes, LLC has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting specific variances and whereas a survey and complete description of the land to be varied is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting of February 4, 2021, duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed variances from the City of Flowery Branch Zoning Ordinance Article 6, Table 6.2 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

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Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;
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Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 18th day of March 2021.

James M. Miller, Mayor

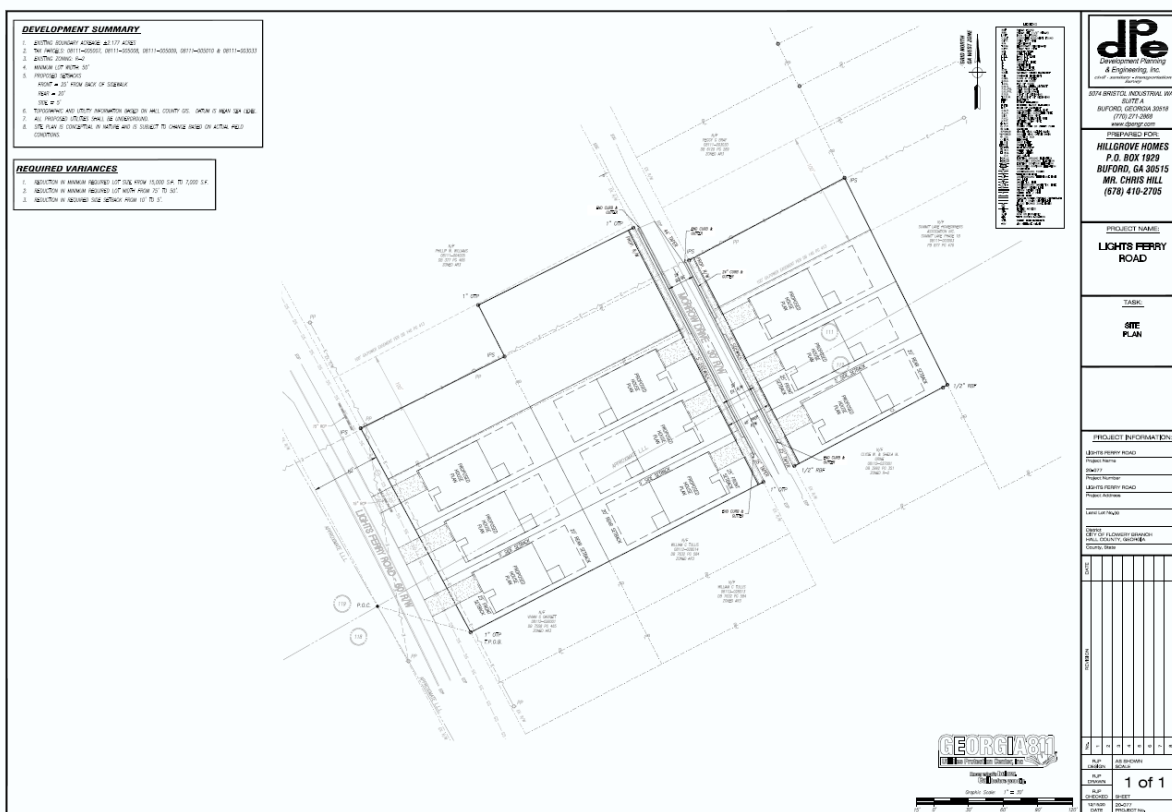
ATTEST:

Vickie Short, City Clerk

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"



Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

Exhibit "B"

LEGAL DESCRIPTION

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THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and Phillip W. Williams North 63 degrees 30 minutes 09 seconds East a distance of 139.19 feet to an iron pin set;

THENCE along said line, North 27 degrees 04 minutes 25 seconds West a distance of 50.00 feet to an open top pipe found;

THENCE along said line North 63 degrees 30 minutes 09 seconds East a distance of 150.01 feet to an open top pipe found;

THENCE along Marrow drive (30; R/w) South 27 degrees 04 minutes 25 seconds East a distance of 247.18 feet to a 1" open top pipe;

THENCE leaving said right-of-way along the line common for now or formerly known Aristide J Sward and William C Tullis, South 62 degrees 48 minutes 02 seconds West a distance of 284.80 feet to an open top pipe, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains an area of 1.483 acres.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

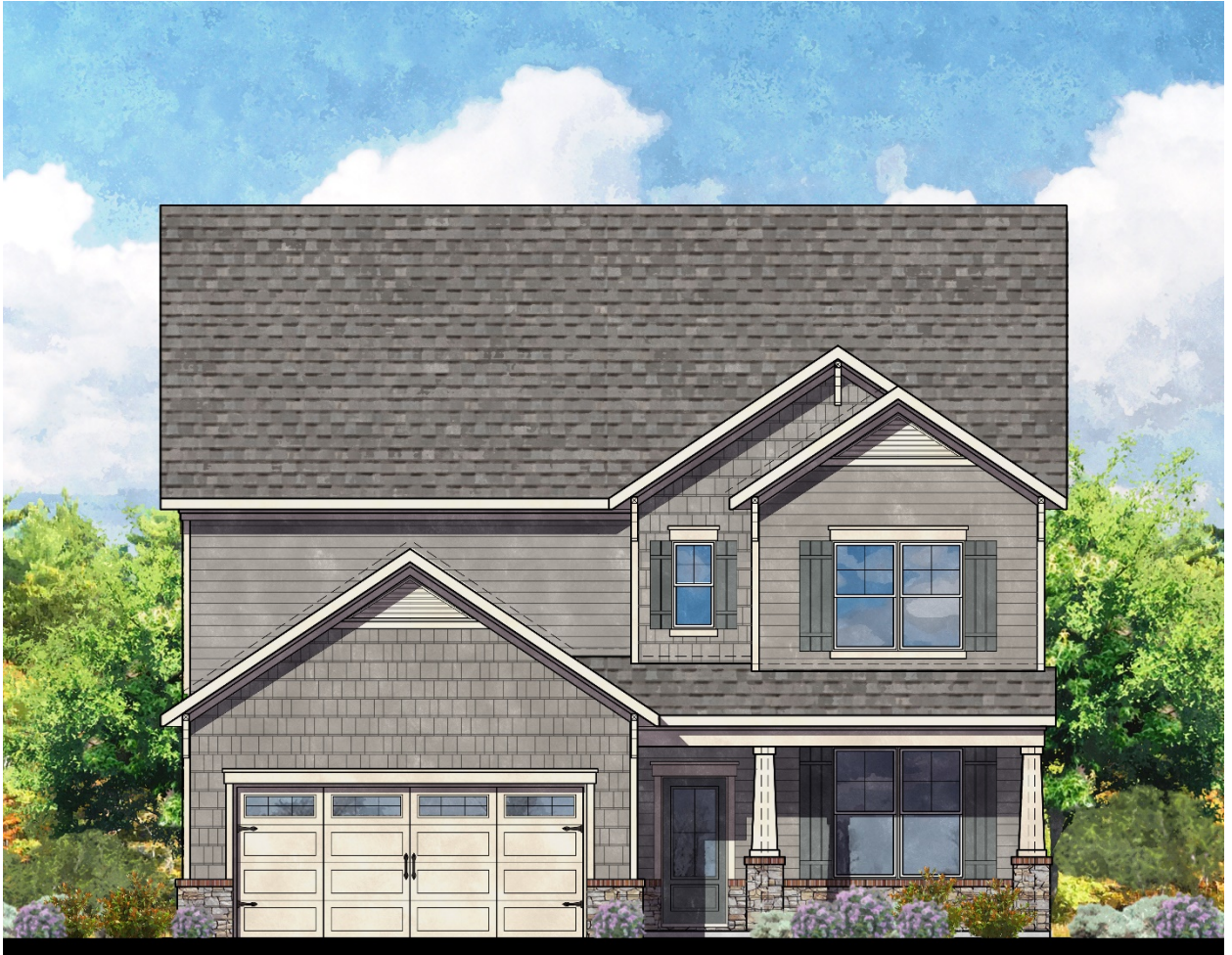
First Reading 03/04/21
Adopted 03/18/21

Exhibit "C"

1. Applicant shall ensure all stormwater requirements are met and approved by the City.
2. Applicant shall record a new final plat.
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5. Applicant shall construct new homes in accordance with the elevations submitted and attached below.

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21



 ResidentialRendering.com

Public Hearing Published 01/13/21
Public Hearing 02/04/21

First Reading 03/04/21
Adopted 03/18/21

**Cottages @
Lights Ferry**



Front Elevation A



Front Elevation B



Front Elevation C



FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consider a Conditional Use Permit (CUP) submitted by Jeremy Crosby, JPC design and Construction, LLC. to build and operate a car wash in the Highway Business District zoning district.

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

A variance (see attached "staff report - VARIANCE") was applied for and granted by Council in October of 2018. This was a request to allow the gas pumps to be located in the front of the primary structure. During the variance process Council was shown a site plan detailing the proposed development. The development included a convenience store, gas pumps, a Burger King, and a car wash. The car wash requires a conditional use permit (CUP) in Highway Business (HB) zoning. This is the CUP request for the car wash portion of the project. The project is currently in the land development phase and has submitted and received approval for the convenience store/Burger King building.

FACTS AND ISSUES:

The CUP is issued through a resolution. It has been determined that one read and one vote is all that is acquired.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

It is staff's recommendation the CUP request to construct and operate a car wash submitted by Mr. Jeremy Crosby should be approved.

SAMPLE MOTION:

I make a motion to approve resolution 20-027 as presented and conditioned by staff.

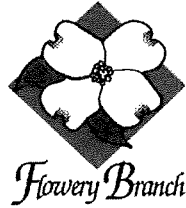
COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Vickie Short

ATTACHMENTS

- [Application January 7 CC.pdf](#)
- [Resolution 200-027.pdf](#)
- [Staff Report - VARIANCE.pdf](#)
- [Staff report.pdf](#)
- [Powerpoint for Car Wash CUP.pptx](#)



CONDITIONAL USE PERMIT APPLICATION

City Provided Permit #

Date: 11-11-2020

Address of Request:

#5846 Phil Niekro Blvd., Flowery Branch,
GA 30542

Tax Map # 08114 002025 and 002030 Current Zoning: HB

Is this site located within the boundaries of the historic district? NO

Currently a conforming use? yes

Any conditions of zoning, CUP's, etc.? NO, Variance - yes

Applicant Information

Applicant: Jeremy Crosby, JPC Design and Construction, LLC

Address: P.O. Box 710, Jackson, GA 30233

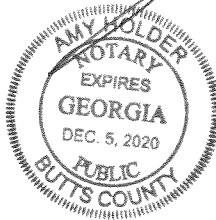
E-mail address: jcrosby@jonespetroleum.com

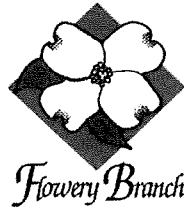
Phone number: 770-775-2386 office, 770-560-3527 cell

Signature: _____

Notary Seal:

Amy Holder





Property owner Information

Property owner (please print): William B. Jones

Address: 264 Alabama Blvd., Jackson GA 30233

E-mail address: bjones@jonespetroleum.com

Phone number: 770 - 775 - 2386

Signature: [Handwritten Signature]

Notary Seal:

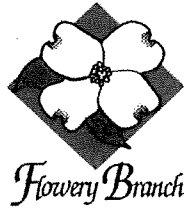
Dana Knight



Applicant Information Required at Time of Submittal

Please review the Flowery Branch Code of Ordinances, Appendix C, "Zoning Ordinance", Article 34, for complete requirements.

- Payment of \$350.00
- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Detailed description of request
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)



Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

N/A

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

N/A

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

N/A

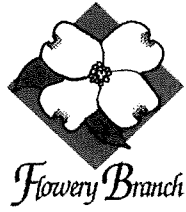
Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.

Elected Officials Name

Amount of Description of Gift

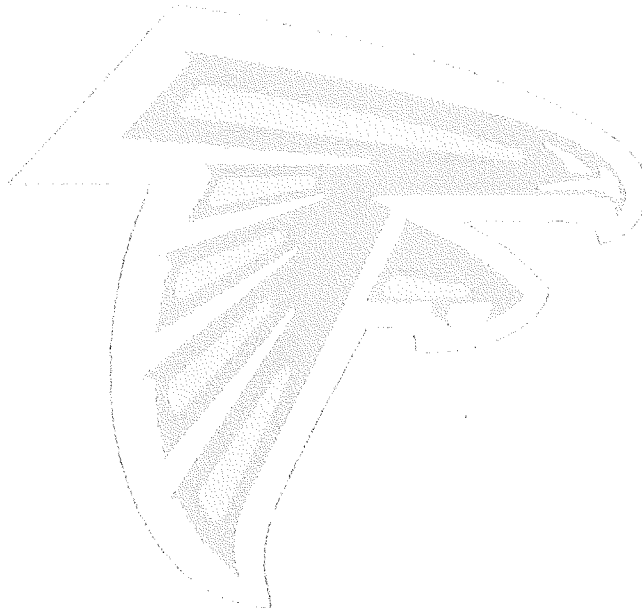
N/A



Received by City of Flowery Branch Staff on _____

Name: _____

Title _____



JPC Design and Construction, LLC
264 Alabama Blvd.
P.O. 710
Jackson, Georgia 30233

11/11/20

Mr. Rich Atkinson, Director
City of Flowery Branch Planning and Community Development
PO Box 757
5410 Pine St.
Flowery Branch, Georgia 30542

RE: Conditional Use Written Analysis and Detailed Description, Car Wash, 5840 Phil Niekro Blvd., Flowery Branch, Georgia.

Mr. Atkinson,

In consideration of Conditional Use for a Car Wash located at 5840 Phil Niekro Blvd., we ask that you consider these factors as they bear a reasonable relationship to the public health, safety, morality, and general welfare to the City of Flowery Branch.

We are proposing a Car Wash adjacent to the Jones Petroleum Convenience Store and Burger King. The Car Wash will have a proposed 3,400 SF building with 17 parking spaces with vacuum and detail stations. There will be access to enter the car wash from the front of the property, and the exit of the car wash will be in the rear of the property. We will adhere to all City Ordinances and Regulations, and all buildings will be architecturally compatible with the other buildings on our property.

Attached are criteria for consideration for the Zoning Administrator to make recommendations for the Governing Body.

- A. Whether the conditional use proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The existing uses of the adjacent and nearby properties are mixed highway commercial in general. The current zoning of our property is HB with a proposed convenience store and gas station with a Burger King attached and an out parcel for a future Car Wash. We are located directly at the intersection of I-985, which is a major commercial intersection. This Conditional Use should be suitable in view of the use and development of adjacent properties. The proposed building will be architecturally compatible with the convenience store and Burger King currently under construction.

- B. Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

The proposal will not adversely affect the existing use or usability of adjacent or nearby property. The proposal has adequate setback and inter parcel access and vehicular circulation into and out of the site, both in the front and rear of the property. There will be vacuum and detail stations on site as well. Vehicles will be able to enter the car wash in the front access and exit in the rear and there is a travel lane that circles behind the convenience store and Burger King where vehicles can exit onto Holland Dam Rd.

- C. Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.

A Conditional Use permit is required by the City of Flowery Branch in order to have a car wash use on the site. The site lends itself very well for the layout of the car wash. It is a small site, so commercial uses are limited for the parcel.

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

The proposed use will not cause excessive or burdensome use of streets, as there is adequate interior circulation on site to handle traffic flow. There are three access points into and out of the property already, as well as an existing red light at the intersection of Phil Niekro Blvd. and Holland Dam Rd. All utilities are available to the site as well. And there should be no impact on schools, as the request is commercial in nature.

- E. Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.

The proposal is in conformity with the policy and intent of the comprehensive plan. The Character area map shows this site as an Activity Center with retail business, services, and complimentary uses being allowed. A car wash would meet this requirement and a service and complimentary use. Also we will adhere to all regulations and City Design Standards.

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

There are no other existing or changing conditions affecting the use and development of the property.

- G. Existing use(s) and zoning of the subject property and nearby properties.

Existing zoning of the property and nearby properties are all HB (highway business). Existing uses of the subject property are a convenience store and Burger King and an undeveloped commercial parcel. There is a hotel to the south, and commercial shopping centers with retail business and restaurant uses to the north and east of the property.

- H. Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district, if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.

The property is currently zoned HB and had an existing Marathon Station with Subway on it. The property has been redeveloped to include a new Jones Petroleum convenience store with Burger King and now a proposed car wash. This has all been done to enhance the property and bring it to current development standards with adjoining property.

- I. Whether the proposed zoning map amendment of conditional use approval will be a deterrent to the value of improvement of development of adjacent property in accordance with existing regulations.

We do not feel that the conditional use approval will place a negative impact on adjacent property. It should have a positive impact.

- J. The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.

This does not apply.

- K. Possible effects of the change in zoning district map, or change in use, on the character for a zoning district.

There is no change in zoning requested.

- L. The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.

The current convenience store and Burger King has been designed to handle all storm water drainage for the entire property, including the proposed car wash. There will be minimal impact on the environment, as we will adhere to all of the City's sediment and erosion control ordinances during and after construction in complete.

- M. The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

We feel that the request is compatible with the overall zoning scheme and purpose of the Zoning Ordinance.

Your consideration in this proposal is greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Horne", followed by a long horizontal line extending to the right.

Mike Horne, Project Manager
JPC Design and Construction, LLC

03854
0243

000243

TRACT D

BEGINNING at an iron pin running in a direction South 26 degrees 08' 11" West a distance 0.86 feet, thence North 52 degrees 13' 35" West a distance 130.91 feet, thence North 57 degrees 36' 27" East a distance 21.26 feet, thence South 52 degrees 13' 35" East a distance 120.08 feet rounding a curvature of 368.49' in Radius, 19.46' in Length, Chord of 19.46', and a CH. Bearing of South 27 degrees 34' 21" West to said point of beginning. Said tract containing 0.058 acres.

This property is made subject to all easements, right-of-ways, set backs, ordinances, and restrictions of record.

docno.12073

RESOLUTION NO.20-027

A RESOLUTION OF THE CITY OF FLOWERY BRANCH CITY COUNCIL APPROVING A CONDITIONAL USE PERMIT TO OPERATE A CAR WASH AT 5840 PHIL NIEKRO PARKWAY; ALSO KNOWN AS TAX PARCELS 08114 002025 AND 08114 002030. A CUP IS REQUIRED TO OPERATE A CAR WASH IN HIGHWAY BUSINESS (HB) ZONING DISTRICTS.

WHEREAS, the City of Flowery Branch Code of Ordinances, specifically Article 9, Section 9.4 of the Zoning Ordinance, requires a conditional use permit to be approved by City Council for specific uses in the Highway Business (HB) District; and

WHEREAS, the City of Flowery Branch code requires said conditional use permit for the use (car wash) requested by the applicant; and

WHEREAS, the City of Flowery Branch desires to adhere to the requirements of all City codes; and

WHEREAS, Mr. Jeremy Crosby, JPC Design and Construction, LLC. has submitted a complete and accurate conditional use permit to the City; and

WHEREAS, City staff and City Council have reviewed the application and the accompanying documentation associated with said application; and

NOW THEREFORE BE IT RESOLVED, that the governing authority of the City of Flowery Branch, Georgia, hereby grants the applicant a conditional use permit to operate a car wash at 5840 Phil Niekro Boulevard as shown on Exhibit "A" which is attached hereto and incorporated by reference herein. All resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of the conflict. This resolution shall become effective on the date approved by the city council.

RESOLUTION NO. 20-027

Page 2

RESOLVED this _ day of ____ 2020.

James M. Miller, Mayor

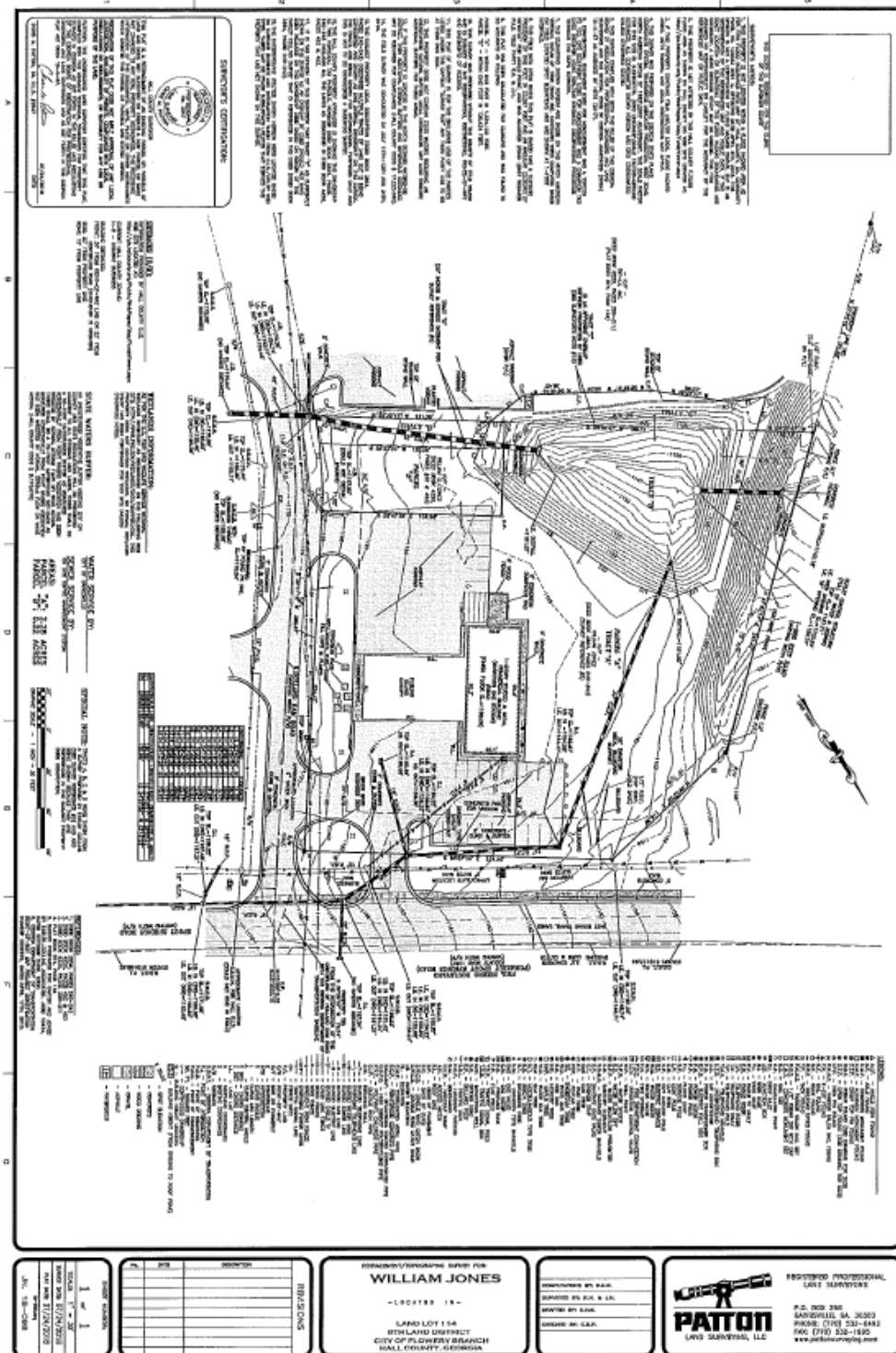
ATTEST

Vickie Short, City Clerk

APPROVED AS TO FORM

E. Ronald Bennett, Jr., City Attorney

Exhibit "A"





VARIANCE
5840 Phil Niekro Boulevard

Applicant is JPC Design and Construction/Steven Rowland of Rowland Engineering.

Variance from the requirements set forth in the City of Flowery Branch Zoning Ordinance; Article 10, Development Requirements and Guidelines section 10.9 (f):

Convenience stores shall locate gas pumps behind the principal structure in order to effectively screen the pumps from view of the street.

Applicant believes they meet the criteria for granting a variance per Article 37, section 37.5 of the Flowery Branch Zoning Ordinance (see attached application).

Staff believes if Mayor and Council decides to grant the request allowing the gas pumps to be located in front of the principal structure the following conditions should be applied:

1. Landscaping plan shall be submitted to staff for review. A heavy buffer shall be provided along Phil Niekro Boulevard.
2. Lighting plan shall be submitted to staff for review.
3. Comprehensive sign plan for the entire site. Staff and applicant shall agree upon specific monument sign design that will include space for, or include, a "Welcome to Flowery Branch" message.
4. Stormwater shall be provided and shall be underground as submitted and approved via the Flowery Branch land disturbance requirements.
5. Principal structure shall be predominately brick.
6. Dumpster screening shall be consistent with the principal structure.
7. Gas canopies shall be designed to match the principal structure.
8. Secondary business (car wash) shall be designed to match the principal structure.
9. Plans shall include all conditions as set forth by City Council clearly printed on the front page with the date of Council approval.



Applicant: Jeremy Crosby, JPC Design and Construction, LLC.

Property Owner: William B. Jones

Subject Property: 5840 Phil Niekro Blvd.; Parcel # 08114 002025 & #08114 002030

Request: Conditional Use Permit (CUP) to construct and operate a car wash in HB zoning

Current Use: Vacant with an approved LDP and building permit for a Burger King/gas station

Character Area: Activity Center

Code:

Per the City of Flowery Branch Zoning Ordinance an HB zoned property who wishes to operate a car wash is required to obtain a conditional use permit.

Sec. 9.4. - HB, Highway Business District.

Purpose and Description . This zoning district is intended to implement the "commercial" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "activity center" and "mixed use" character areas established in the comprehensive plan. Centered at the interchange of Spout Springs Road and I-985, and also extending north and south along Hog Mountain Road, this zoning district will be an accessible center of businesses, services, and complementary uses, which may include traditional neighborhood development and mixed-use developments, contributing extensively to the economic base of the city.

Character . This district is dominated by commercial uses but also intended to accommodate mixed-use developments. A grid block pattern of streets (connected local network) is provided, along with sidewalks and street trees. Pedestrian accessibility is promoted, although most activity is via the automobile for access. Entrances, frontages, and building facades are softened with landscaping and low-lying identification signs.

Permitted and Conditional Uses . Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts." The widest possible range of uses is contemplated in this zoning district, except for industry and single-family, detached or manufactured homes. This character area is the proper place for big box retail, shopping centers, lodging and auto-related uses.

Dimensional Requirements . Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."



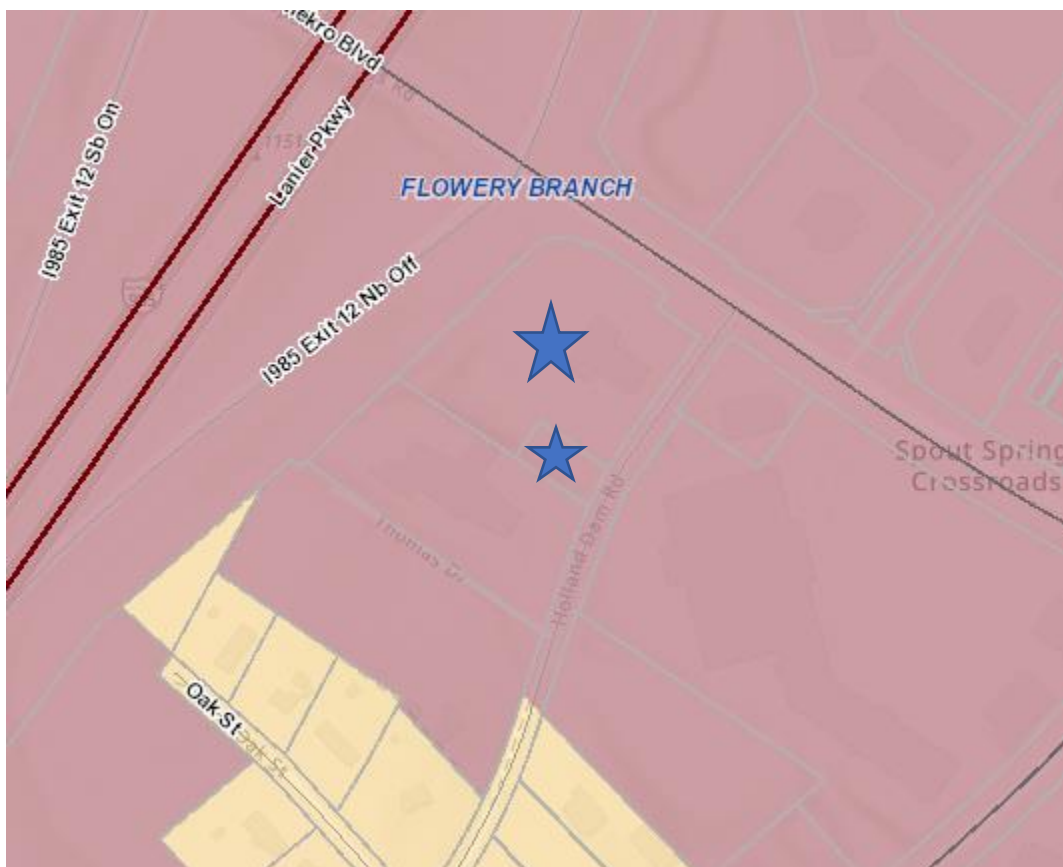
Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts
(P = Permitted Use C = Conditional Use X = Prohibited)

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Accessory building, structure, or use	P	P	P	P	P	P	P
Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment	C	C	P	P	P	X	X
Adult business (see Adult Entertainment of Code of Ordinances No. 360)	X	X	X	X	X	P	P
Agricultural processing	X	X	X	X	X	X	C
Aircraft landing area	X	X	X	X	X	X	C
Animal hospital or veterinary clinic	P	P	P	P	X	X	X
Animal rendering, slaughtering, and recycling plant	X	X	X	X	X	X	X
Animal shelter	X	P	X	C	X	P	P
Apparel manufacturing	X	X	X	X	X	P	P
Art gallery	P	P	P	P	P	X	X
Asphalt plant	X	X	X	X	X	X	C
Auction house or auction yard (excluding livestock)	X	X	X	X	X	P	P
Auction house or auction yard (including livestock)	X	X	X	X	X	X	P
Automated teller machines (accessory use)	P	P	P	P	X	P	P
Automobile sales and service establishment	X	X	X	P	X	X	X
Automobile sales without service	X	X	X	P	X	X	X
Automobile service establishment without sales	X	X	X	P	X	P	P
Bank or financial institution	P	P	P	P	P	X	X
Batching plant	X	X	X	X	X	X	C
Bed and breakfast inn	P	P	P	P	P	X	X
Big box commercial building	X	X	X	C	X	C	C
Borrow site	X	C	X	C	X	X	P
Botanical garden	P	P	P	C	X	X	X
Bottling or canning plant	X	X	X	X	X	C	P
Brewery or distillery	X	X	X	X	X	P	P
Broadcasting studio	P	P	P	P	X	P	P
Building material sales	X	X	X	C	X	P	P
Building sales establishment	X	X	X	C	X	P	P
Bulk storage	X	X	X	X	X	X	P
Business service establishment, not exceeding 2,500 square feet of gross floor area	C	C	P	P	P	P	P
Business service establishment, more than 2,500 square feet of gross floor area	X	X	X	P	P	P	P
Camp or campground	X	C	X	C	X	X	X
Car wash	X	X	X	C	X	P	P
Caretaker's residence	X	X	X	C	C	P	P
Carnival	X	X	X	C	X	X	P
Cemetery or mausoleum	X	P	X	C	X	P	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Sect. 14.3) (Ord. 348-11)	P	P	C	P	X	C	C
Clinic	P	P	P	P	X	X	X
Club or lodge, nonprofit, sponsored by a civic or similar organization	P	P	C	P	X	C	C
Club, private (Ord. 348-11)	X	C	X	C	X	X	X
Cold storage plant or frozen food locker	X	X	X	X	X	P	P



Property:

The subject property is located at 5840 Phil Niekro Blvd; tax parcel identification numbers 08114 002025 & 08114 002030. The property is currently zoned Highway Business (HB).





Previous case for this site approved on October 4, 2018.

VARIANCE STAFF REPORT

Applicant is JPC Design and Construction/Steven Rowland of Rowland Engineering.

Variance from the requirements set forth in the City of Flowery Branch Zoning Ordinance; Article 10, Development Requirements and Guidelines section 10.9 (f):
Convenience stores shall locate gas pumps behind the principal structure in order to effectively screen the pumps from view of the street.

Applicant believes they meet the criteria for granting a variance per Article 37, section 37.5 of the Flowery Branch Zoning Ordinance (see attached application).

Staff believes if Mayor and Council decides to grant the request allowing the gas pumps to be located in front of the principal structure the following conditions should be applied:

1. Landscaping plan shall be submitted to staff for review. A heavy buffer shall be provided along Phil Niekro Boulevard.
2. Lighting plan shall be submitted to staff for review.
3. Comprehensive sign plan for the entire site. Staff and applicant shall agree upon specific monument sign design that will include space for, or include, a "Welcome to Flowery Branch" message.
4. Stormwater shall be provided and shall be underground as submitted and approved via the Flowery Branch land disturbance requirements.
5. Principal structure shall be predominately brick.
6. Dumpster screening shall be consistent with the principal structure.
7. Gas canopies shall be designed to match the principal structure.
8. Secondary business (car wash) shall be designed to match the principal structure.
9. Plans shall include all conditions as set forth by City Council clearly printed on the front page with the date of Council approval.



CUP Requirements:

Sec. 34.7. Analysis Requirements.

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the City Council in the decision-making process.

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. *The subject property lies within a commercially zoned area. The use (car wash) is suitable for the area.*
- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. *A commercial use at this location is suitable and will not adversely affect nearby properties.*
- (c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. *Currently zoned HB (Highway Business) many commercial uses are suitable. The property has a reasonable economic use with or without the issuance of this CUP.*
- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. *No, the use would not be burdensome on infrastructure or the school system.*
- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. *The current character area for this site is "Activity Center". A car wash, in this instance, is in conformity with the comprehensive plan.*
- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. *The site is approved for a Burger King/Gas Station and the addition of a car wash would be acceptable for the site and may be a welcomed addition to the area.*



- (g) Existing use(s) and zoning of the subject property and nearby properties. **The subject property is surrounded by commercially zoned properties.**
- (h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. **N/A**
- (i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations. **The use should not be a deterrent in any manner to the adjacent properties.**
- (j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts **A CUP does not create a new zoning designation.**
- (k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. **None.**
- (l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. **None. It will be designed and built to current standards.**
- (m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance **The use meets the intent of the zoning ordinance.**

Staff Recommendation:

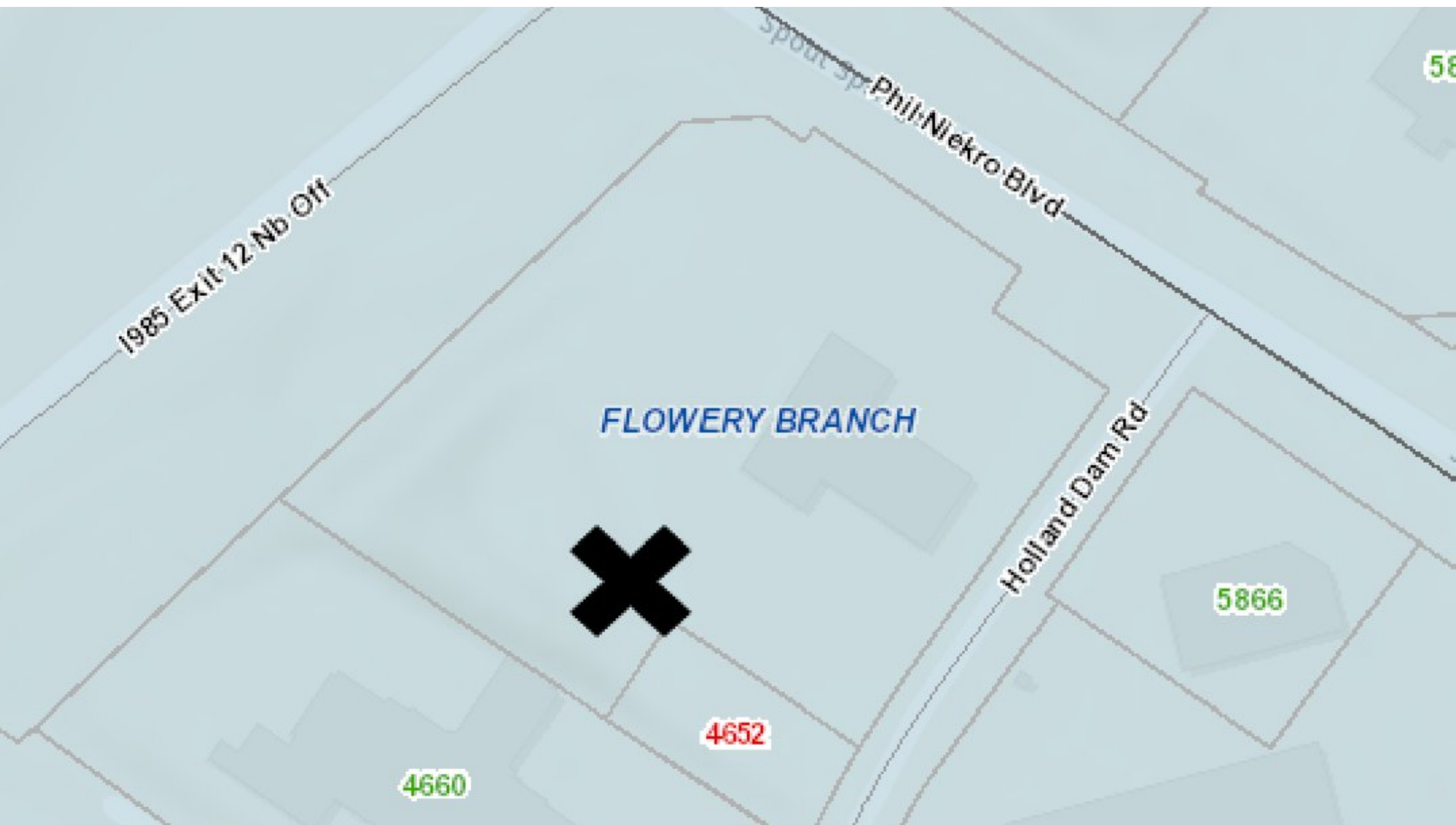
It is staff's recommendation that the CUP request to construct and operate a car wash submitted by Mr. Jeremy Crosby should be approved.

CONDITIONAL USE PERMIT

Car Wash

*JPC Design and
Construction, LLC.*





STAFF RECOMMENDATION

- Approve as submitted
- No additional conditions requested
- Per conditions of previously approved variance:
Secondary business (car wash) shall be
designed to match the principal structure



ELEVATIONS FOR BK/ CONVENIENCE STORE





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Heritage Homes Group, LLC Land Exchange

COUNCIL MEETING DATE: March 4, 2021

HISTORY:

The City of Flowery Branch ("City") and Winterset Holdings, LLC ("Winterset") entered into a real estate exchange agreement on January 27, 2020. The approximately 1.206 ± acre property to be exchanged by Winterset consists of the four lots included in the block bounded by Mitchell, Spring, Church and Chestnut Streets. The approximately 1.406 ± acre property to be exchanged by the City is located at 5702 Main Street and was the site of the former Mooney Manufacturing buildings. The original agreement contemplated that the exchange would close on or before May 29, 2020 assuming Winterset could delivery possession of its property without tenants. In an effort to meet that that closing deadline, the city council took up the initial consideration and approval of the zoning for the development contemplated by Winterset for Mooney Manufacturing site. But with the Coronavirus pandemic's impact on Winterset's ability to transition the tenants, the real estate exchange contemplated by the agreement was not consummated and the agreement has expired.

The City and Winterset, however, remained interested in renewing the real estate exchange agreement which is the subject of this agenda item. The terms of the agreement remain the same as the original except that Winterset is being replaced by a related entity – Heritage Homes Group, LLC ("Heritage"), and the closing deadline for the exchange is now set for no later than May 14, 2021. Staff recommends approval of the new real estate exchange agreement between the City and Heritage.

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

Approve

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Vickie Short

ATTACHMENTS

- [New Chris Hill Land Swap Agreement.pdf](#)
- [Original Chris Hill Land Swap Agreement.pdf](#)
- [EX C Leases.docx](#)

**REAL PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN
HEERITAGE GROUP HOMES, LLC AND CITY OF FLOWERY BRANCH, GEORGIA**

THIS REAL PROPERTY EXCHANGE AGREEMENT ("Agreement") is hereby made and entered into the 5th day of March, 2021 ("Effective Date") by and between Heritage Group Homes, LLC, a Georgia limited liability company ("Heritage"), and the City of Flowery Branch, Georgia, a Georgia municipal corporation ("Flowery Branch"). Winterset and Flowery Branch may sometimes be collectively referred to herein as the "Parties" and, individually as a "Party."

WHEREAS, Heritage owns approximately 1.19± acres of real property comprised of four parcels located in Flowery Branch, Georgia, commonly known 5410 Chestnut Street, 5405 Mitchell Street, 5304 Church Street and 5314 Church Street (collectively referred to as the "Heritage Parcel"); and

WHEREAS, Flowery Branch owns approximately 1.41± acres of real property located in Flowery Branch, Georgia, commonly known as 5701 Main Street ("Flowery Branch Parcel"); and

WHEREAS, subject to the terms of this Agreement, Heritage and Flowery Branch desire to exchange the Heritage Parcel and Flowery Branch Parcel (the Heritage Parcel and the Flowery Branch Parcel are sometimes referred to separately herein as an "Exchange Parcel," or together as "Exchange Parcels"), together with all rights, title and interests.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Exchange.

1.1 Heritage agrees to convey and Flowery Branch agrees to accept the Heritage Parcel which contains those certain tracts or parcels of land more particularly described and shown on Exhibit A, which is attached hereto and incorporated herein by reference.

1.2 Flowery Branch agrees to convey and Heritage agrees to accept the Flowery Branch parcel which contains that certain tract or parcel of land more particularly described and shown on Exhibit B, which is attached hereto and incorporated herein by reference.

2. Appraisals. Each Party shall cause an appraisal of its Exchange Parcel, bear the cost of said appraisal, and shall deliver a copy of said appraisal report in its entirety to the other Party.

3. Purchase Price. The Parties agree that the Exchange Parcels are of at least equal value. In the event the appraised value of the Heritage Parcel is less than the appraised value of the Flowery Branch Parcel, then Flowery Branch may terminate this Agreement by giving written notice to Heritage, whereupon this Agreement shall automatically terminate and be of no further force and effect.
4. Existing Property Information. Within ten (10) business days from the Effective Date of this Agreement, each Party shall deliver to the other, without warranty, the following documents to the extent in each Party's possession or control and pertaining to the operation or ownership of its Exchange Parcel or any portion thereof:
 - 4.1 Title insurance policies and copies of any instruments or documents evidencing exceptions to coverage under any such policy;
 - 4.2 *Ad valorem* tax bills, tax notices and protests dated within the past three years;
 - 4.3 Rights of third parties in and to the Exchange Parcel or any portion thereof, including copies of any and all leases or other use agreements;
 - 4.4 Notices or correspondence from or to tenants of the Exchange Parcel or public agencies or authorities;
 - 4.5 Results of environmental or engineering investigations or inspections, studies, audits, etc., including, without limitation, written reports, correspondence, and laboratory test results from any testing of materials, soil, water (ground or surface) from or at the Exchange Parcel or from any improvements located thereon; and
 - 4.6 Surveys of the Exchange Parcel.
5. Surveys. Each Party shall obtain a survey of its Exchange Parcel, bear the cost of said survey, and shall deliver a copy of said survey to the other Party. Each survey of the Exchange Parcel shall show the boundaries and state the acreage of the Exchange Parcel rounded to the nearest one-hundredth (1/100th) of an acre. The surveys of the Exchange Parcels shall conclusively determine as between Winterset and Flowery Branch the exact acreage of the Exchange Parcels. Each Party shall have until the date that is thirty (30) days after receipt of the other Party's complete survey signed by the surveyor to examine the survey and title to the Exchange Parcel and to raise any objectionable matter or defect which affects the marketability or insurability of the title to the Exchange Parcel or which adversely affects the use of the Exchange Parcel.
6. Closing. The consummation of the exchange of the Exchange Parcels contemplated under this Agreement ("Closing") shall be held on or before thirty (30) days after the expiration of the Inspection Period. Each Party agrees that Closing may occur at a location mutually agreed upon by the Parties. Normal and customary closing adjustments and pro-rations shall be made only for ad valorem property taxes,

insurance, rent and utilities. Each Party agrees to deliver possession of its Exchange Parcel at Closing in an unoccupied condition which is free and clear of any right of possession or claim to right of possession by any third party.

7. Closing Costs. Unless otherwise stated herein, each Party shall bear its own costs including, without limitation, its own attorneys' fees and costs; and the recording and transfer taxes and fees for the Exchange Parcel received by it.
8. Conveyance of Title. Each Party shall convey fee simple title to its Exchange Parcel to the other at Closing pursuant to a recordable limited warranty deed. The title to the Exchange Parcels shall be insurable by any nationally or regionally recognized title insurance company.
9. Inspection Period. Each Party and its employees, agents, representatives and contractors shall up and through April 14, 2021 during which to enter, test, inspect, survey, examine the other's Exchange Parcel, including without limitation any improvements located thereon, in order to determine in its sole discretion, whether the other's Exchange Parcel is suitable for and feasible to develop in accordance with their respective intended development plan, including, without limitation, topographical surveys, soil tests, borings, percolation tests and other tests needed to determine environmental, surface, subsurface and topographic conditions ("Inspection Period"). In the event either Party determines, in its sole and absolute discretion, that the other's Exchange Parcel is not acceptable, that Party shall have the exclusive right and option to terminate this Agreement on or before fourteen (14) days after the expiration of the Inspection Period.
10. Conditions to Closing.
 - 10.1 Heritage's obligation to close shall at all times be conditioned upon the following (unless Heritage waives any such condition in writing):
 - 10.1.1 Flowery Branch's performance of all of its obligations under this Agreement in accordance with the provisions hereof;
 - 10.1.2 The truth and accuracy of Flowery Branch's warranties and representations hereunder;
 - 10.1.3 The absence of any objectionable defect in the survey or title of the Flowery Branch Parcel;
 - 10.1.4 Water and sewer are reasonable accessible to the Flowery Branch Parcel;
 - 10.1.5 A rezoning of and/or variance the Flowery Branch Parcel acceptable to Winterset in its sole and absolute discretion;

10.1.6 A Certificate of Appropriateness from the Flowery Branch Historic Preservation Commission;

10.1.7 Elevations approved by the Flowery Branch City Council; and

10.1.8 A Land Development Permit issued by Flowery Branch.

Should any one or more of the conditions set forth in this subsection 10.1 not be satisfied by the Closing date, then Heritage may terminate this Agreement by giving written notice to Flowery Branch, whereupon this Agreement shall automatically terminate and be of no further force and effect.

10.2 Flowery Branch's obligation to close shall at all times be conditioned upon the following (unless Flowery Branch waives any such condition):

10.2.1 Heritage's performance of all of its obligations under this Agreement in accordance with the provisions hereof;

10.2.2 The truth and accuracy of Heritage's warranties and representations hereunder;

10.2.3 The absence of any objectionable defect in the survey or title of the Heritage Parcel;

10.2.4 The approval of the Flowery Branch City Council by vote at a public meeting; and

10.2.5 Compliance with all the requirements set forth in O.C.G.A. § 36-37-6(c).

Should any one or more of the conditions set forth in this subsection 10.2 not be satisfied by the Closing date, then Flowery Branch may terminate this Agreement by giving written notice to Heritage, whereupon this Agreement shall automatically terminate and be of no further force and effect.

11. Parties' Representations. Each Party represents to the other Party that:

11.1 The Party shall have good and marketable fee simple title to the Exchange Parcel at the time of Closing;

11.2 The Party has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby in accordance with its terms;

- 11.3 To the Party's knowledge, there are no unrecorded leases, licenses, contracts or agreements of any kind whatsoever affecting the Property or any part thereof except those, if any, set forth in Exhibit C attached hereto and by this reference incorporated herein, all of which are cancelable without cause upon no more than thirty (30) days' written notice;
- 11.4 The Party will not extend or modify any of the agreements listed in Exhibit C hereto, as attached and acknowledged by the Party, or enter into any other contracts or agreements of any kind affecting the Exchange Parcel or any part thereof after the date of this Agreement which will be binding on the other Party or the Exchange after Closing, without the advance written consent of the other Party, which may be withheld by the Party in its sole discretion;
- 11.5 The Party knows of no pending or threatened proceedings, including, without limitation, boundary line disputes, which might affect the Exchange Parcel or any part thereof or the Party's title thereto;
- 11.6 There exists no uncured notice of actual or alleged non-compliance, violation, or default served upon or delivered to the Party by any private or governmental party which might result in any lien upon or claim against the Exchange Parcel or any part thereof or which specifies any violation of law, rule, regulation, ordinance, covenant, condition or restriction with respect to the Exchange or any part thereof;
- 11.7 To the Party's knowledge, (i) there is no condition at, on, under or related to the Exchange Parcel presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, (ii) there has been no production, use, treatment, storage, transportation or disposal of any Hazardous Materials (as hereinafter defined) on the Exchange Parcel, and (iii) there has been no release or threatened release of any Hazardous Materials, pollutant or contaminant into, upon or over the Exchange Parcel or any property adjacent thereto or into or upon ground or surface water at the Exchange Parcel or any property adjacent thereto;
- 11.8 To the Party's knowledge, no Hazardous Materials are now or ever have been stored on the Exchange Parcel in underground tanks, pits or surface impoundments and there are no polychlorinated biphenol- containing or asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Exchange Parcel or other assets to be transferred pursuant to this Agreement.
- 11.9 The Party warrants that there are no facts known to the Party materially affecting the value of the Exchange Parcel which are not readily observable by the other Party or which have not been disclosed in writing to the other Party.

11.10 The Party has provided to the other Party copies of all written notices, or communications of any type which Seller has received concerning the actual or potential presence of Hazardous Materials on the Exchange Parcel, and copies of all reports or investigations in the possession or control of the Party concerning the actual or potential presence of hazardous substances or any Hazardous Materials on the Exchange Parcel. The Party agrees to promptly immediately provide to the other Party copies of all such aforementioned notices and communications received prior to closing.

As used herein, whenever the phrase "the Party's knowledge," or words of similar import are used, such language shall be deemed to refer to the actual, and not imputed or constructive, knowledge of members of Heritage Group Homes, LLC and the elected officials and City Manager of Flowery Branch, without any duty of inquiry.

In the event that a Party learns that its representation or warranty has become inaccurate after the Effective Date and prior to Closing, the Party shall promptly notify the other Party and the other Party, as its sole remedy, shall have the option to terminate this Agreement by written notice to the Party giving notice. Upon such termination the Parties shall be relieved of all liability and obligations hereunder. If the other Party does not terminate this Agreement, the other Party shall be deemed to have waived such breach of representation or warranty.

In the event that a Party learns that the other Party's representation or warranty might be untrue prior to the Closing, and the Party elects to proceed with the transaction contemplated herein, then, and in that event, the Party waives any right that it may have to bring an action or proceeding against the other Party regarding said representation or warranty.

The Parties disclaims all representations, warranties and covenants other than those which are specifically provided in this Agreement. The representations and warranties set forth in this Section 11 shall be deemed material conditions of the consummation of the transaction contemplated by this Agreement, and shall expressly survive the closing of such transactions and the delivery of the instruments of conveyance for a period of twelve (12) months (the "Survival Period"), but not thereafter.

12. Hazardous Material. Hazardous Material means any substance:

- 12.1 the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law ("Environmental Laws"); or

- 12.2 which is or becomes defined as a "hazardous substance", pollutant, or contaminant under any Environmental Laws or any amendment to any thereof including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); or
 - 12.3 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the State of Georgia or any political subdivision thereof; or
 - 12.4 the presence of which on the Exchange Parcel causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Exchange Parcel; or
 - 12.5 the presence of which on adjacent properties could constitute a trespass by the Party; or
 - 12.6 which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons, polychlorinated biphenols (PCBs), asbestos, urea formaldehyde foam insulation, or radon gas.
13. Hazardous Materials Audit(s) and Option to Remediate. During the Term, a Party may obtain, at that Party's cost, a report of an investigation of the other Party's Exchange Parcel carried out and prepared by a licensed engineer or geologist or other environmental professional selected by it employing procedures that a prudent purchaser would employ under the circumstances ("Phase I Audit"). A copy of the final report for the Phase I Audit will be delivered by said Party to the other Party. In the event that the Phase I Audit final report states that there is more than a low probability that Hazardous Materials are present on or beneath the surface of the other Party's Exchange Parcel, or that further investigations are necessary to determine whether Hazardous Materials are present ("Unsatisfactory Report"), then the investigating Party may elect to terminate this Agreement by giving written notice to the other Party prior to the Expiration Date, in which event the Parties shall have no further rights, obligations or duties hereunder. Also, in the event of an Unsatisfactory Report, the investigating Party shall be permitted to conduct a so-called "Phase II Audit" of the environmental condition of the other Party's Exchange Parcel prior to the Closing with the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed by the other Party as long as the investigating Party agrees to keep the results of any Phase II Audit confidential, and not to disclose same to the other Party or any agent of the other Party. If any such Phase II Audit obtained by the investigating Party discloses conditions or results that, in said Party's reasonable judgment, fail to satisfactorily ameliorate the Unsatisfactory Report, then the

investigating Party may elect to terminate this Agreement by giving notice as required herein, in which event, the Parties shall have no further rights, obligations or duties hereunder.

Notwithstanding the foregoing, such notice of termination may be suspended by the investigating Party if the other Party gives notice, within three (3) days of receipt of the investigating Party's notice of termination, that the other Party has elected to promptly carry out, at its sole expense, and with contractors selected or approved by the investigating Party, all further investigations and remediation of the Exchange Parcel as is necessary to make the Exchange Parcel acceptable to the investigating Party within a time period acceptable to the investigating Party (it being understood that the other Party shall have no obligation to perform any such investigations or remediation). If the other Party elects to carry out such further investigation or remediation the Closing Date shall be extended automatically until the date that is fifteen (15) days following the investigating Party's receipt of (i) information from the contractor(s) which permits the investigating Party to conclude, in its sole discretion, that the Exchange Parcel is satisfactory to the investigating Party, or (ii) letters of "no further action" required from regulatory agencies, indicating that either there is no more than a low probability that Hazardous Materials are present on or beneath the surface of the Exchange Parcel, or that the Exchange Parcel has been remediated to the investigating Party's satisfaction, and otherwise complies with all governmental requirements.

Notwithstanding any obligation assumed by the other Party to investigate and remediate as referenced above in this Section 13, if Hazardous Materials are present on the Exchange Parcel, the investigating Party may either (i) elect to exchange for the Exchange Parcel subject to the cleanup, removal and remedial action necessary to comply with federal, state and local laws and regulations, all of which shall be undertaken by the investigating Party at the sole cost of the other Party, or (ii) terminate this Agreement by giving notice of such termination to the other Party and on such termination Seller and Buyer shall have no further rights, obligations or duties hereunder.

14. Risk of Loss and Maintenance. Between the Effective Date of this Agreement and closing, each Party assumes all risk of loss to its Exchange Parcel. Each Party acknowledges that the other Party's interest in exchange its Exchange Parcel is the preservation of the Exchange Parcels. Each Party shall maintain its Exchange Parcel in substantially its present condition pending Closing and shall not remove, or permit the removal of, any timber from its Exchange Parcel or otherwise make or permit any material changes in or upon its Exchange Parcel except with the other Party's advance written consent. In the event of loss or damage to the Exchange Parcel by casualty (specifically excluding loss or damage caused by the other Party, its agents, employees or contractors) such that the Exchange Parcel is, in the sole but reasonable discretion of the other Party, no longer suitable for its purposes, the other Party shall have the

right, by notice given as provided below, to terminate this Agreement, in which event, the Parties shall have no further rights, obligations or duties hereunder.

15. Notices. All notices, requests, demands or other communication hereunder shall be in writing addressed as follows:

If to Heritage: Chris Hill
Michael Phelps
390 Brogdon Road
Suwanee, Georgia 30024

With a copy to: Jeffrey R. Mahaffey, Esq.
Mahaffey Pickens Tucker, LLP
1550 North Brown Road
Suite 124
Lawrenceville, Georgia 30043

If to Flowery Branch: Bill Andrew, City Manager
City of Flowery Branch
Pine Street
Flowery Branch, Georgia 30542

With a copy to: E. Ronald Bennett, Jr., Esq.
Carothers & Mitchell, LLC
1809 Buford Highway
Buford, Georgia 30518

and shall be delivered either (i) personally, (ii) deposited in the U.S. Mail by registered or certified mail, return receipt request, postage prepaid or (iii) delivered next day delivery by a nationally recognized courier that provides next day service to be billed to the sender thereof. Any such communication delivered as provided in the previous sentence shall be deemed given upon receipt. Rejection, failure or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice sent by the sender.

16. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the transaction contemplated herein and constitutes the sole and entire agreement and understanding between the Parties with respect to said transaction. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of both Parties.
17. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

18. Effective Date. As used herein, the terms "date of this Agreement," "date hereof," "effective date of this Agreement," or "Effective Date," shall mean the date first written above.
19. Binding upon Public Vote. This Agreement shall not bind Flowery Branch until approved in a properly noticed meeting of the City County of the City of Flowery Branch, Georgia.
20. Counterparts; Receipt via Facsimile or Email. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via fax or email by a Party or its designated legal counsel of a duly executed counterpart of any amendment to this Agreement from the other Party to this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of such amendment and bind the parties to the terms thereof, it being acknowledged and agreed that execution and delivery via fax or email shall be deemed to be equivalent to execution and delivery of original counterparts of any such amendments to this Agreement.
21. Parties Bound. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
22. Attorney's Fees. In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.
23. Headings; Rules of Construction. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof. All references herein to the singular shall include the plural, and vice versa. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against either Party because of authorship.
24. Assignability. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in the sole discretion of such other Party.
25. Time of Essence. Time is of the essence of this Agreement.
26. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.
27. Confidentiality. The Parties hereto agree that the terms of this Agreement shall remain confidential, and that copies of this Agreement, or the contents thereof, shall not be

provided to anyone other than the Parties or their respective attorneys, employees or representatives without the consent of the Parties hereto, unless either Party is compelled to produce this Agreement pursuant to legal process, or by a requirement in connection with an exchange of Exchange Parcel to a governmental entity.

28. No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. Any Party hereto may waive the benefit of any provision, contingency or condition for its benefit contained in this Agreement.

29. Covenant not to Convey or Further Encumber. The Parties further agrees that, during the term of this Agreement or any extension thereof, a Party shall not, unless previously agreed to in writing by the other Party:

29.1 convey to any person or governmental agency any interest in the Exchange parcel, including but not limited to, any easements, licenses, leaseholds, restrictions, development rights or any similar interest which conveys any right to build or develop the Exchange Parcel without the written prior consent of the other Party, which consent may be withheld by the other Party for any reason related to change in the value of the Exchange Parcel or its acceptability or use for the purposes referenced above in this Agreement;

29.2 further encumber the Exchange Parcel with any debts, debt instruments, mortgages, liens, security deeds, future advances or any other financial encumbrances without the other Party's prior consent, which consent will not unreasonably be withheld, and the Party shall not fail to pay any property taxes or assessments when due or fail to take any other action which results or may reasonably be expected to result in any lien upon the Exchange Parcel; or

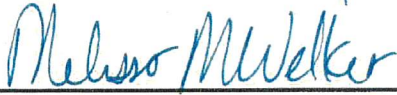
29.3 take or permit any action, the result of which is or may reasonably be expected to result in a change in land use, zoning, or right to develop the Exchange Parcel without the other Party's written prior consent, which consent may be withheld by the other Party for any reason related to change in value of the Exchange Parcel, or its acceptability or use for the purposes referenced above in this Agreement.

A breach of any of the covenants set forth in this section by a Party shall be deemed a material breach of this Agreement and a default hereunder and in such case the breaching Party shall, upon notice and demand by the other Party, reimburse the other Party for all actual, reasonable and documented payments made by the other Party to any service provider in the course of the other Party's due diligence work to investigate the suitability of the Exchange Parcel or to prepare for Closing (not to exceed the sum of \$25,000.00).

30. Miscellaneous. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

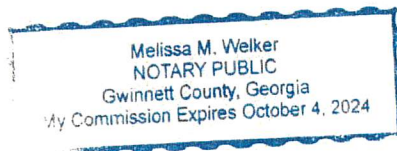
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the Effective Date.

Sworn to and subscribed before me
this 23 day of February, 2021.

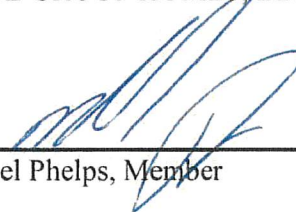


NOTARY PUBLIC

My commission expires:



HERITAGE GROUP HOMES, LLC

 member

By: Michael Phelps, Member

ATTEST:



By: Chris Hill, Member

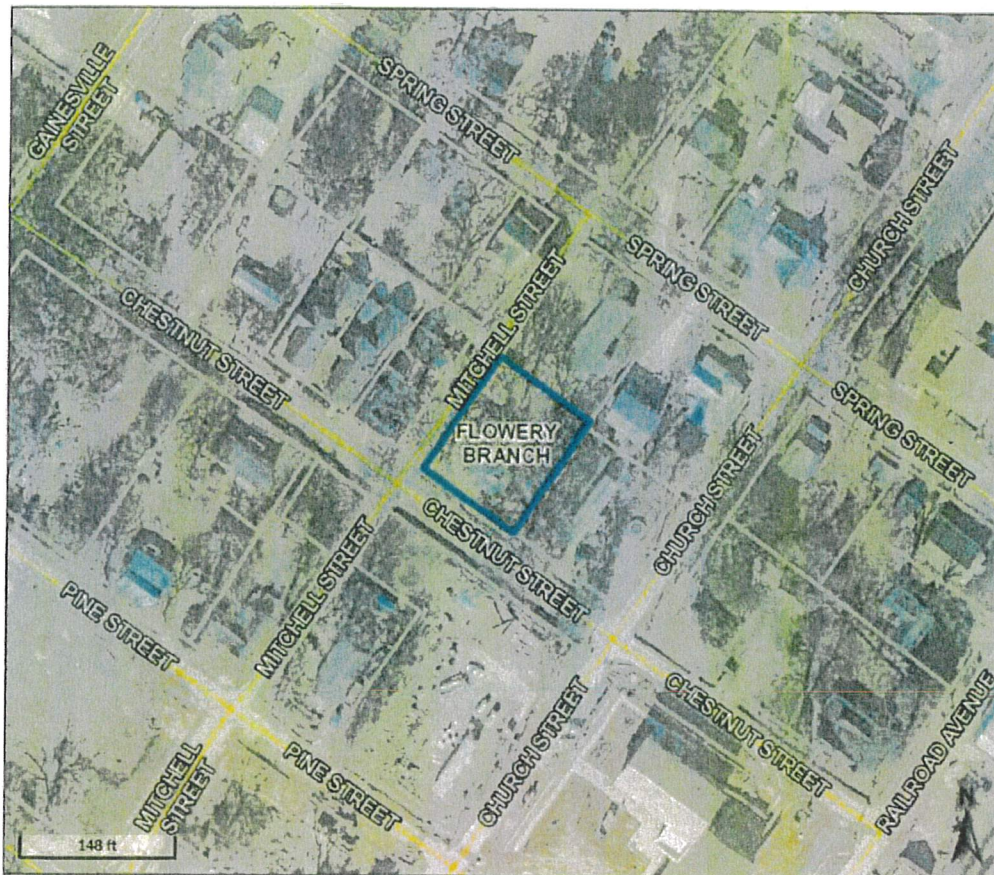
Signatures Continued Next Page

ATTEST:

CITY OF FLOWERY BRANCH, GEORGIA

Vickie Short, City Clerk

By: James M. Miller, Mayor



Overview

Legend

- ☐ Parcels
- Roads
- Cities**
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANC
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Parcel ID	08112 018001	Owner	BILL'S RENTALS, LLC	Last 2 Sales			
Class Code	Residential		3343 SPRING DALE FOREST BLVD	Date	Price	Reason	Qual
Taxing District	FLOWERY BRANCH-TAD		GAINESVILLE GA 30506	10/22/2018	0	50	U
	FLOWERY BRANCH-TAD	Physical Address	5410 CHESTNUT ST	10/22/2018	0	50	U
Acres	n/a	Assessed Value	Value \$63320				

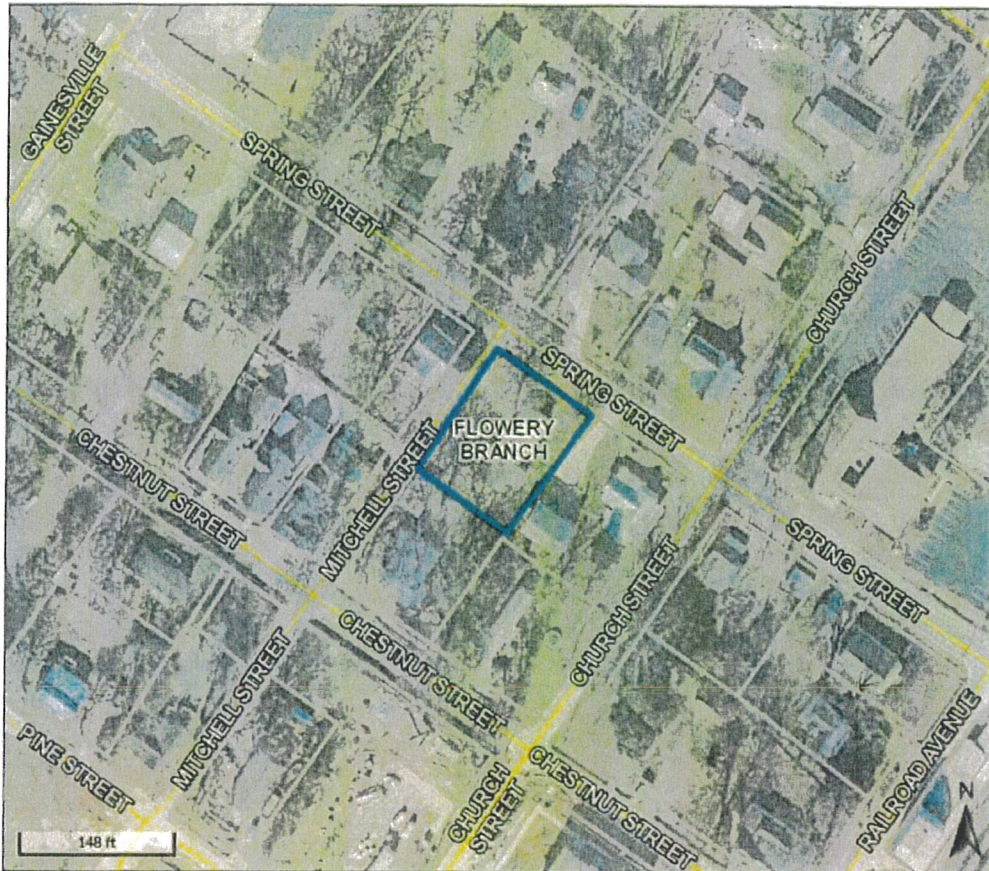
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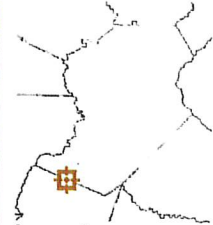
Developed by Schneider
GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT HERITAGE AND FLOWERY BRANCH

Heritage Parcels - Exhibit A



Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018003A
Class Code Residential
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres n/a

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
Physical Address 5405 MITCHELL ST
Assessed Value Value \$61100

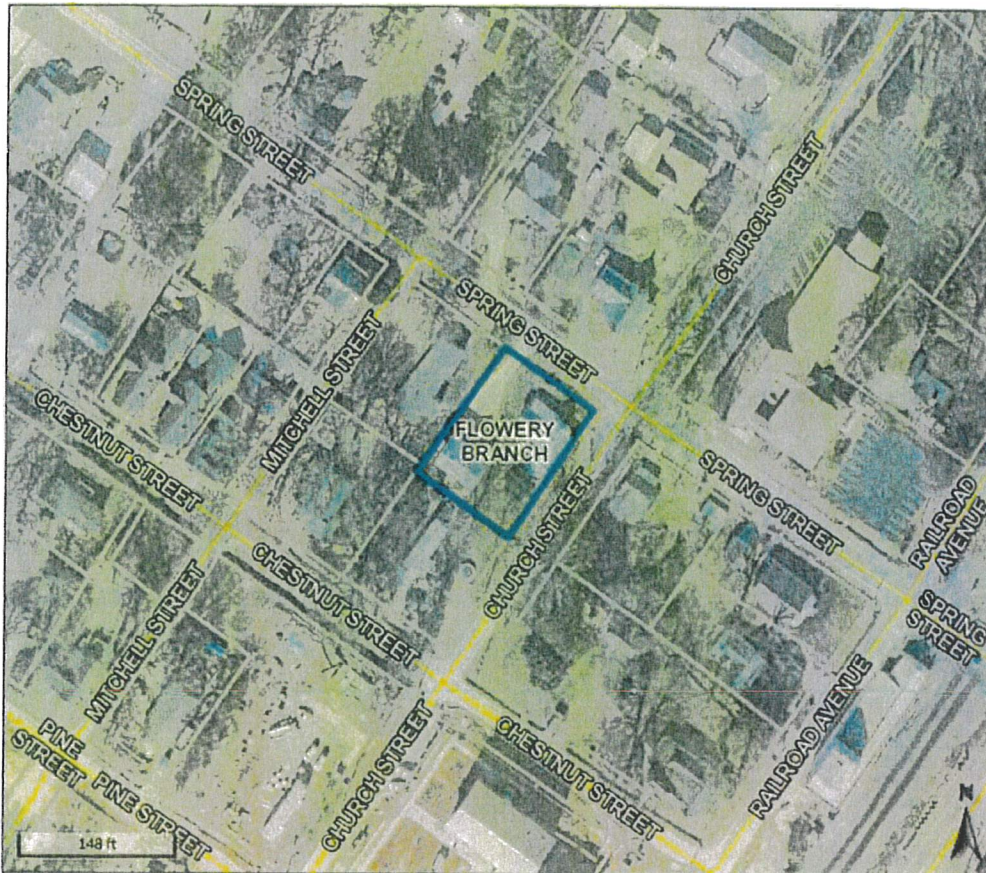
Last 2 Sales

Date	Price	Reason	Qual
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10/22/2018	0	50	U

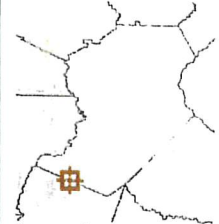
(Note: Not to be used on legal documents)

Date created: 10/1/2019
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Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018003
Class Code Residential
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres n/a

(Note: Not to be used on legal documents)

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
Physical Address 5304 CHURCH ST
Assessed Value Value \$181400

Last 2 Sales

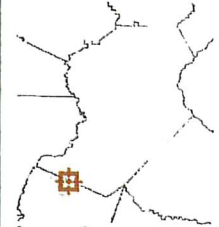
Date	Price	Reason	Qual
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10/22/2018	0	50	U

Date created: 10/1/2019
 Last Data Uploaded: 10/1/2019 1:17:57 AM

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Overview



Legend

-  Parcels
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 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018002
Class Code Residential
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres n/a

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
Physical Address 5314 CHURCH ST
Assessed Value Value \$31400

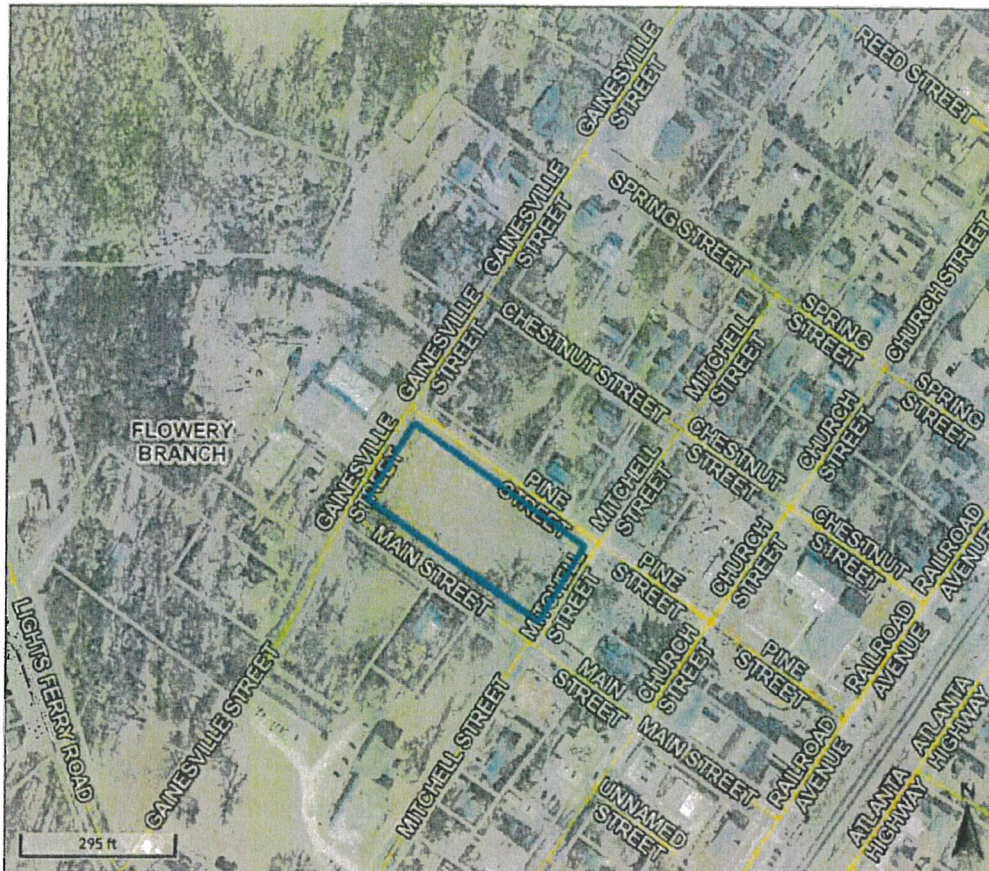
Last 2 Sales

Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

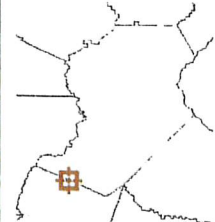
(Note: Not to be used on legal documents)

Date created: 10/1/2019
 Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by  **Schneider**
 GEOSPATIAL



Overview



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 -  FLOWERY BRANC
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 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID	08112 023001	Owner	FLOWERY BRANCH CITY OF	Last 2 Sales			
Class Code	Exempt		5517 MAIN STREET	Date	Price	Reason	Qual
Taxing District	FLOWERY BRANCH-TAD		FLOWERY BRANCH GA 30542	10/18/2010	\$262500	19	U
	FLOWERY BRANCH-TAD	Physical Address	5702 MAIN ST	3/31/2008	0	5	U
Acres	1.41	Assessed Value	Value \$610962				
(Note: Not to be used on legal documents)							

Date created: 10/1/2019

Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by  **Schneider**
GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT HERITAGE AND FLOWERY BRANCH

Flowery Branch Parcel - Exhibit B

**REAL PROPERTY EXCHANGE AGREEMENT
HERITAGE AND FLOWERY BRANCH**

Exhibit C

Leases, Licenses, Contracts or Agreements

If there are no leases, licenses, contracts or agreements, Heritage shall so state and sign and date below. If there are any leases, etc., the parties to such agreements and the name and date of each such agreement should be listed here and a copy of each such document should be delivered to Flowery Branch for review prior to execution of this Agreement.

For the City of Flowery Branch: None.

For Heritage Group Homes, LLC:

<u>Residential Lease Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
5304A Church Street	Bill's Rentals and John Watson	12/17/16
5304B Church Street	Bill's Rentals, Jason White and Violet Wilcox	04/06/19
5304C Church Street	Bill's Rentals and Christie Palacin	01/03/15
5304D Church Street	Bill's Rentals, Robert Pearson and John Watson	01/03/15
5314 Church Street	Bill's Rentals and Tara Nelms	01/11/20
5405 Mitchell Street	Bill's Rentals, Dyan Steed and Robert Pearson	12/31/16

**REAL PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN
WINTERSET HOLDINGS, LLC AND CITY OF FLOWERY BRANCH, GEORGIA**

THIS REAL PROPERTY EXCHANGE AGREEMENT ("Agreement") is hereby made and entered into the 27 day of January, 2020 ("Effective Date") by and between Winterset Holdings, LLC, a Georgia limited liability company ("Winterset"), and the City of Flowery Branch, Georgia, a Georgia municipal corporation ("Flowery Branch"). Winterset and Flowery Branch may sometimes be collectively referred to herein as the "Parties" and, individually as a "Party."

WHEREAS, Winterset owns approximately 1.19± acres of real property comprised of four parcels located in Flowery Branch, Georgia, commonly known 5410 Chestnut Street, 5405 Mitchell Street, 5304 Church Street and 5314 Church Street (collectively referred to as the "Winterset Parcel"); and

WHEREAS, Flowery Branch owns approximately 1.41± acres of real property located in Flowery Branch, Georgia, commonly known as 5701 Main Street ("Flowery Branch Parcel"); and

WHEREAS, subject to the terms of this Agreement, Winterset and Flowery Branch desire to exchange the Winterset Parcel and Flowery Branch Parcel (the Winterset Parcel and the Flowery Branch Parcel are sometimes referred to separately herein as an "Exchange Parcel," or together as "Exchange Parcels"), together with all rights, title and interests.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Exchange.

1.1 Winterset agrees to convey and Flowery Branch agrees to accept the Winterset Parcel which contains those certain tracts or parcels of land more particularly described and shown on Exhibit A, which is attached hereto and incorporated herein by reference.

1.2 Flowery Branch agrees to convey and Winterset agrees to accept the Flowery Branch parcel which contains that certain tract or parcel of land more particularly described and shown on Exhibit B, which is attached hereto and incorporated herein by reference.

2. Appraisals. Each Party shall cause an appraisal of its Exchange Parcel, bear the cost of said appraisal, and shall deliver a copy of said appraisal report in its entirety to the other Party.

3. Purchase Price. The Parties agree that the Exchange Parcels are of at least equal value. In the event the appraised value of the Winterset Parcel is less than the appraised value of the Flowery Branch Parcel, then Flowery Branch may terminate this Agreement by

giving written notice to Winterset, whereupon this Agreement shall automatically terminate and be of no further force and effect.

4. Existing Property Information. Within ten (10) business days from the Effective Date of this Agreement, each Party shall deliver to the other, without warranty, the following documents to the extent in each Party's possession or control and pertaining to the operation or ownership of its Exchange Parcel or any portion thereof:

- 4.1 Title insurance policies and copies of any instruments or documents evidencing exceptions to coverage under any such policy;

- 4.2 *Ad valorem* tax bills, tax notices and protests dated within the past three years;

- 4.3 Rights of third parties in and to the Exchange Parcel or any portion thereof, including copies of any and all leases or other use agreements;

- 4.4 Notices or correspondence from or to tenants of the Exchange Parcel or public agencies or authorities;

- 4.5 Results of environmental or engineering investigations or inspections, studies, audits, etc., including, without limitation, written reports, correspondence, and laboratory test results from any testing of materials, soil, water (ground or surface) from or at the Exchange Parcel or from any improvements located thereon; and

- 4.6 Surveys of the Exchange Parcel.

5. Surveys. Each Party shall obtain a survey of its Exchange Parcel, bear the cost of said survey, and shall deliver a copy of said survey to the other Party. Each survey of the Exchange Parcel shall show the boundaries and state the acreage of the Exchange Parcel rounded to the nearest one-hundredth (1/100th) of an acre. The surveys of the Exchange Parcels shall conclusively determine as between Winterset and Flowery Branch the exact acreage of the Exchange Parcels. Each Party shall have until the date that is thirty (30) days after receipt of the other Party's complete survey signed by the surveyor to examine the survey and title to the Exchange Parcel and to raise any objectionable matter or defect which affects the marketability or insurability of the title to the Exchange Parcel or which adversely affects the use of the Exchange Parcel.

6. Closing. The consummation of the exchange of the Exchange Parcels contemplated under this Agreement ("Closing") shall be held on or before thirty (30) days after the expiration of the Inspection Period. Each Party agrees that Closing may occur at a location mutually agreed upon by the Parties. Normal and customary closing adjustments and pro-rations shall be made only for ad valorem property taxes, insurance, rent and utilities. Each Party agrees to deliver possession of its Exchange Parcel at Closing in an unoccupied condition which is free and clear of any right of possession or claim to right of possession by any third party.

7. Closing Costs. Unless otherwise stated herein, each Party shall bear its own costs including, without limitation, its own attorneys' fees and costs; and the recording and transfer taxes and fees for the Exchange Parcel received by it.
8. Conveyance of Title. Each Party shall convey fee simple title to its Exchange Parcel to the other at Closing pursuant to a recordable limited warranty deed. The title to the Exchange Parcels shall be insurable by any nationally or regionally recognized title insurance company.
9. Inspection Period. Each Party and its employees, agents, representatives and contractors shall up and through April 29, 2020 during which to enter, test, inspect, survey, examine the other's Exchange Parcel, including without limitation any improvements located thereon, in order to determine in its sole discretion, whether the other's Exchange Parcel is suitable for and feasible to develop in accordance with their respective intended development plan, including, without limitation, topographical surveys, soil tests, borings, percolation tests and other tests needed to determine environmental, surface, subsurface and topographic conditions ("Inspection Period"). In the event either Party determines, in its sole and absolute discretion, that the other's Exchange Parcel is not acceptable, that Party shall have the exclusive right and option to terminate this Agreement on or before fourteen (14) days after the expiration of the Inspection Period.
10. Conditions to Closing.
 - 10.1 Winterset's obligation to close shall at all times be conditioned upon the following (unless Winterset waives any such condition in writing):
 - 10.1.1 Flowery Branch's performance of all of its obligations under this Agreement in accordance with the provisions hereof;
 - 10.1.2 The truth and accuracy of Flowery Branch's warranties and representations hereunder;
 - 10.1.3 The absence of any objectionable defect in the survey or title of the Flowery Branch Parcel;
 - 10.1.4 Water and sewer are reasonable accessible to the Flowery Branch Parcel;
 - 10.1.5 A rezoning of and/or variance the Flowery Branch Parcel acceptable to Winterset in its sole and absolute discretion;
 - 10.1.6 A Certificate of Appropriateness from the Flowery Branch Historic Preservation Commission;

10.1.7 Elevations approved by the Flowery Branch City Council; and

10.1.8 A Land Development Permit issued by Flowery Branch.

Should any one or more of the conditions set forth in this subsection 10.1 not be satisfied by the Closing date, then HBG may terminate this Agreement by giving written notice to Flowery Branch, whereupon this Agreement shall automatically terminate and be of no further force and effect.

10.2 Flowery Branch's obligation to close shall at all times be conditioned upon the following (unless Flowery Branch waives any such condition):

10.2.1 Winterset's performance of all of its obligations under this Agreement in accordance with the provisions hereof;

10.2.2 The truth and accuracy of Winterset's warranties and representations hereunder;

10.2.3 The absence of any objectionable defect in the survey or title of the Winterset Parcel;

10.2.4 The approval of the Flowery Branch City Council by vote at a public meeting; and

10.2.5 Compliance with all the requirements set forth in O.C.G.A. § 36-37-6(c).

Should any one or more of the conditions set forth in this subsection 10.2 not be satisfied by the Closing date, then Flowery Branch may terminate this Agreement by giving written notice to Winterset, whereupon this Agreement shall automatically terminate and be of no further force and effect.

11. Parties' Representations. Each Party represents to the other Party that:

11.1 The Party shall have good and marketable fee simple title to the Exchange Parcel at the time of Closing;

11.2 The Party has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby in accordance with its terms;

- 11.3 To the Party's knowledge, there are no unrecorded leases, licenses, contracts or agreements of any kind whatsoever affecting the Property or any part thereof except those, if any, set forth in Exhibit C attached hereto and by this reference incorporated herein, all of which are cancelable without cause upon no more than thirty (30) days' written notice.;
- 11.4 The Party will not extend or modify any of the agreements listed in Exhibit C hereto, as attached and acknowledged by the Party, or enter into any other contracts or agreements of any kind affecting the Exchange Parcel or any part thereof after the date of this Agreement which will be binding on the other Party or the Exchange after Closing, without the advance written consent of the other Party, which may be withheld by the Party in its sole discretion;
- 11.5 The Party knows of no pending or threatened proceedings, including, without limitation, boundary line disputes, which might affect the Exchange Parcel or any part thereof or the Party's title thereto;
- 11.6 There exists no uncured notice of actual or alleged non-compliance, violation, or default served upon or delivered to the Party by any private or governmental party which might result in any lien upon or claim against the Exchange Parcel or any part thereof or which specifies any violation of law, rule, regulation, ordinance, covenant, condition or restriction with respect to the Exchange or any part thereof;
- 11.7 To the Party's knowledge, (i) there is no condition at, on, under or related to the Exchange Parcel presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, (ii) there has been no production, use, treatment, storage, transportation or disposal of any Hazardous Materials (as hereinafter defined) on the Exchange Parcel, and (iii) there has been no release or threatened release of any Hazardous Materials, pollutant or contaminant into, upon or over the Exchange Parcel or any property adjacent thereto or into or upon ground or surface water at the Exchange Parcel or any property adjacent thereto;
- 11.8 To the Party's knowledge, no Hazardous Materials are now or ever have been stored on the Exchange Parcel in underground tanks, pits or surface impoundments and there are no polychlorinated biphenol- containing or asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Exchange Parcel or other assets to be transferred pursuant to this Agreement.
- 11.9 The Party warrants that there are no facts known to the Party materially affecting the value of the Exchange Parcel which are not readily observable by the other Party or which have not been disclosed in writing to the other Party.

- 11.10 The Party has provided to the other Party copies of all written notices, or communications of any type which Seller has received concerning the actual or potential presence of Hazardous Materials on the Exchange Parcel, and copies of all reports or investigations in the possession or control of the Party concerning the actual or potential presence of hazardous substances or any Hazardous Materials on the Exchange Parcel. The Party agrees to promptly immediately provide to the other Party copies of all such aforementioned notices and communications received prior to closing.

As used herein, whenever the phrase “the Party’s knowledge,” or words of similar import are used, such language shall be deemed to refer to the actual, and not imputed or constructive, knowledge of members of Winterset Holdings, LLC and the elected officials and City Manager of Flowery Branch, without any duty of inquiry.

In the event that a Party learns that its representation or warranty has become inaccurate after the Effective Date and prior to Closing, the Party shall promptly notify the other Party and the other Party, as its sole remedy, shall have the option to terminate this Agreement by written notice to the Party giving notice. Upon such termination the Parties shall be relieved of all liability and obligations hereunder. If the other Party does not terminate this Agreement, the other Party shall be deemed to have waived such breach of representation or warranty.

In the event that a Party learns that the other Party’s representation or warranty might be untrue prior to the Closing, and the Party elects to proceed with the transaction contemplated herein, then, and in that event, the Party waives any right that it may have to bring an action or proceeding against the other Party regarding said representation or warranty.

The Parties disclaims all representations, warranties and covenants other than those which are specifically provided in this Agreement. The representations and warranties set forth in this Section 11 shall be deemed material conditions of the consummation of the transaction contemplated by this Agreement, and shall expressly survive the closing of such transactions and the delivery of the instruments of conveyance for a period of twelve (12) months (the “Survival Period”), but not thereafter.

12. Hazardous Material. Hazardous Material means any substance:

- 12.1 the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law (“Environmental Laws”); or

- 12.2 which is or becomes defined as a “hazardous substance”, pollutant, or contaminant under any Environmental Laws or any amendment to any thereof including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); or
- 12.3 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the State of Georgia or any political subdivision thereof; or
- 12.4 the presence of which on the Exchange Parcel causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Exchange Parcel; or
- 12.5 the presence of which on adjacent properties could constitute a trespass by the Party; or
- 12.6 which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons, polychlorinated biphenols (PCBs), asbestos, urea formaldehyde foam insulation, or radon gas.
13. Hazardous Materials Audit(s) and Option to Remediate. During the Term, a Party may obtain, at that Party’s cost, a report of an investigation of the other Party’s Exchange Parcel carried out and prepared by a licensed engineer or geologist or other environmental professional selected by it employing procedures that a prudent purchaser would employ under the circumstances (“Phase I Audit”). A copy of the final report for the Phase I Audit will be delivered by said Party to the other Party. In the event that the Phase I Audit final report states that there is more than a low probability that Hazardous Materials are present on or beneath the surface of the other Party’s Exchange Parcel, or that further investigations are necessary to determine whether Hazardous Materials are present (“Unsatisfactory Report”), then the investigating Party may elect to terminate this Agreement by giving written notice to the other Party prior to the Expiration Date, in which event the Parties shall have no further rights, obligations or duties hereunder. Also, in the event of an Unsatisfactory Report, the investigating Party shall be permitted to

conduct a so-called "Phase II Audit" of the environmental condition of the other Party's Exchange Parcel prior to the Closing with the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed by the other Party as long as the investigating Party agrees to keep the results of any Phase II Audit confidential, and not to disclose same to the other Party or any agent of the other Party. If any such Phase II Audit obtained by the investigating Party discloses conditions or results that, in said Party's reasonable judgment, fail to satisfactorily ameliorate the Unsatisfactory Report, then the investigating Party may elect to terminate this Agreement by giving notice as required herein, in which event, the Parties shall have no further rights, obligations or duties hereunder.

Notwithstanding the foregoing, such notice of termination may be suspended by the investigating Party if the other Party gives notice, within three (3) days of receipt of the investigating Party's notice of termination, that the other Party has elected to promptly carry out, at its sole expense, and with contractors selected or approved by the investigating Party, all further investigations and remediation of the Exchange Parcel as is necessary to make the Exchange Parcel acceptable to the investigating Party within a time period acceptable to the investigating Party (it being understood that the other Party shall have no obligation to perform any such investigations or remediation). If the other Party elects to carry out such further investigation or remediation the Closing Date shall be extended automatically until the date that is fifteen (15) days following the investigating Party's receipt of (i) information from the contractor(s) which permits the investigating Party to conclude, in its sole discretion, that the Exchange Parcel is satisfactory to the investigating Party, or (ii) letters of "no further action" required from regulatory agencies, indicating that either there is no more than a low probability that Hazardous Materials are present on or beneath the surface of the Exchange Parcel, or that the Exchange Parcel has been remediated to the investigating Party's satisfaction, and otherwise complies with all governmental requirements.

Notwithstanding any obligation assumed by the other Party to investigate and remediate as referenced above in this Section 13, if Hazardous Materials are present on the Exchange Parcel, the investigating Party may either (i) elect to exchange for the Exchange Parcel subject to the cleanup, removal and remedial action necessary to comply with federal, state and local laws and regulations, all of which shall be undertaken by the investigating Party at the sole cost of the other Party, or (ii) terminate this Agreement by giving notice of such termination to the other Party and on such termination Seller and Buyer shall have no further rights, obligations or duties hereunder.

13. Risk of Loss and Maintenance. Between the Effective Date of this Agreement and closing, each Party assumes all risk of loss to its Exchange Parcel. Each Party acknowledges that the other Party's interest in exchange its Exchange Parcel is the preservation of the Exchange Parcels. Each Party shall maintain its Exchange Parcel in substantially its present condition pending Closing and shall not remove, or permit the removal of, any timber from its Exchange Parcel or otherwise make or permit any material changes in or upon its Exchange Parcel except with the other Party's advance written consent. In the event of loss or damage to the Exchange Parcel by casualty (specifically excluding loss or damage caused by the other Party, its agents, employees or contractors) such that the Exchange Parcel is, in the sole but reasonable discretion of the other Party, no longer suitable for its purposes, the other Party shall have the right, by notice given as provided below, to terminate this Agreement, in which event, the Parties shall have no further rights, obligations or duties hereunder.

14. Notices. All notices, requests, demands or other communication hereunder shall be in writing addressed as follows:

If to Winterset:

With a copy to:

If to Flowery Branch: City of Flowery Branch
Pine Street
Flowery Branch, Georgia 30542
Attn: Bill Andrew, City Manager

With a copy to: Carothers & Mitchell, LLC
1809 Buford Highway
Buford, Georgia 30518
Attn: E. Ronald Bennett, Jr., City Attorney

and shall be delivered either (i) personally, (ii) deposited in the U.S. Mail by registered or certified mail, return receipt request, postage prepaid or (iii) delivered next day delivery by a nationally recognized courier that provides next day service to be billed to the sender thereof. Any such communication delivered as provided in the previous sentence shall be deemed given upon receipt. Rejection, failure or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice sent by the sender.

15. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the transaction contemplated herein and constitutes the sole and entire agreement and understanding between the Parties with respect to said transaction. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of both Parties.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
17. Effective Date. As used herein, the terms “date of this Agreement,” “date hereof,” “effective date of this Agreement,” or “Effective Date,” shall mean the date first written above.
18. Binding upon Public Vote. This Agreement shall not bind Flowery Branch until approved in a properly noticed meeting of the City County of the City of Flowery Branch, Georgia.
19. Counterparts; Receipt via Facsimile or Email. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via fax or email by a Party or its designated legal counsel of a duly executed counterpart of any amendment to this Agreement from the other Party to this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of such amendment and bind the parties to the terms thereof, it being acknowledged and agreed that execution and delivery via fax or email shall be deemed to be equivalent to execution and delivery of original counterparts of any such amendments to this Agreement.
20. Parties Bound. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
21. Attorney's Fees. In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.
22. Headings; Rules of Construction. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof. All references herein to the singular shall include the plural, and vice versa. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against either Party because of authorship.
23. Assignability. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in the sole discretion of such other Party.
24. Time of Essence. Time is of the essence of this Agreement.
25. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any

reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.

26. Confidentiality. The Parties hereto agree that the terms of this Agreement shall remain confidential, and that copies of this Agreement, or the contents thereof, shall not be provided to anyone other than the Parties or their respective attorneys, employees or representatives without the consent of the Parties hereto, unless either Party is compelled to produce this Agreement pursuant to legal process, or by a requirement in connection with an exchange of Exchange Parcel to a governmental entity.
27. No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. Any Party hereto may waive the benefit of any provision, contingency or condition for its benefit contained in this Agreement.
28. Covenant not to Convey or Further Encumber. The Parties further agrees that, during the term of this Agreement or any extension thereof, a Party shall not, unless previously agreed to in writing by the other Party:
 - 28.1 convey to any person or governmental agency any interest in the Exchange parcel, including but not limited to, any easements, licenses, leaseholds, restrictions, development rights or any similar interest which conveys any right to build or develop the Exchange Parcel without the written prior consent of the other Party, which consent may be withheld by the other Party for any reason related to change in the value of the Exchange Parcel or its acceptability or use for the purposes referenced above in this Agreement;
 - 28.2 further encumber the Exchange Parcel with any debts, debt instruments, mortgages, liens, security deeds, future advances or any other financial encumbrances without the other Party's prior consent, which consent will not unreasonably be withheld, and the Party shall not fail to pay any property taxes or assessments when due or fail to take any other action which results or may reasonably be expected to result in any lien upon the Exchange Parcel; or
 - 28.3 take or permit any action, the result of which is or may reasonably be expected to result in a change in land use, zoning, or right to develop the Exchange Parcel without the other Party's written prior consent, which consent may be withheld by the other Party for any reason related to change in value of the Exchange Parcel, or its acceptability or use for the purposes referenced above in this Agreement.

A breach of any of the covenants set forth in this section by a Party shall be deemed a material breach of this Agreement and a default hereunder and in such case the breaching Party shall, upon notice and demand by the other Party, reimburse the other Party for all

actual, reasonable and documented payments made by the other Party to any service provider in the course of the other Party's due diligence work to investigate the suitability of the Exchange Parcel or to prepare for Closing (not to exceed the sum of \$25,000.00).

29. Miscellaneous. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the Effective Date.



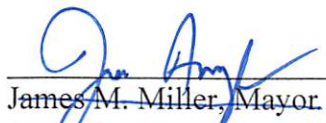
Sworn to as subscribed before me
this 07 day of January, 2020.



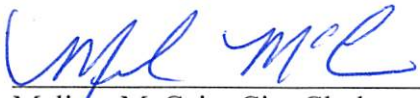
WINTERSET HOLDINGS, LLC


Chris Hill, Managing Member

CITY OF FLOWERY BRANCH, GEORGIA


James M. Miller, Mayor
Joe Anglin, Mayor Pro Tem

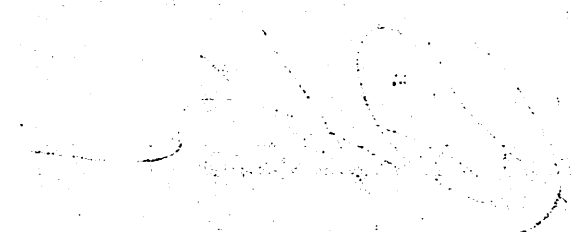
ATTEST:


Melissa McCain, City Clerk



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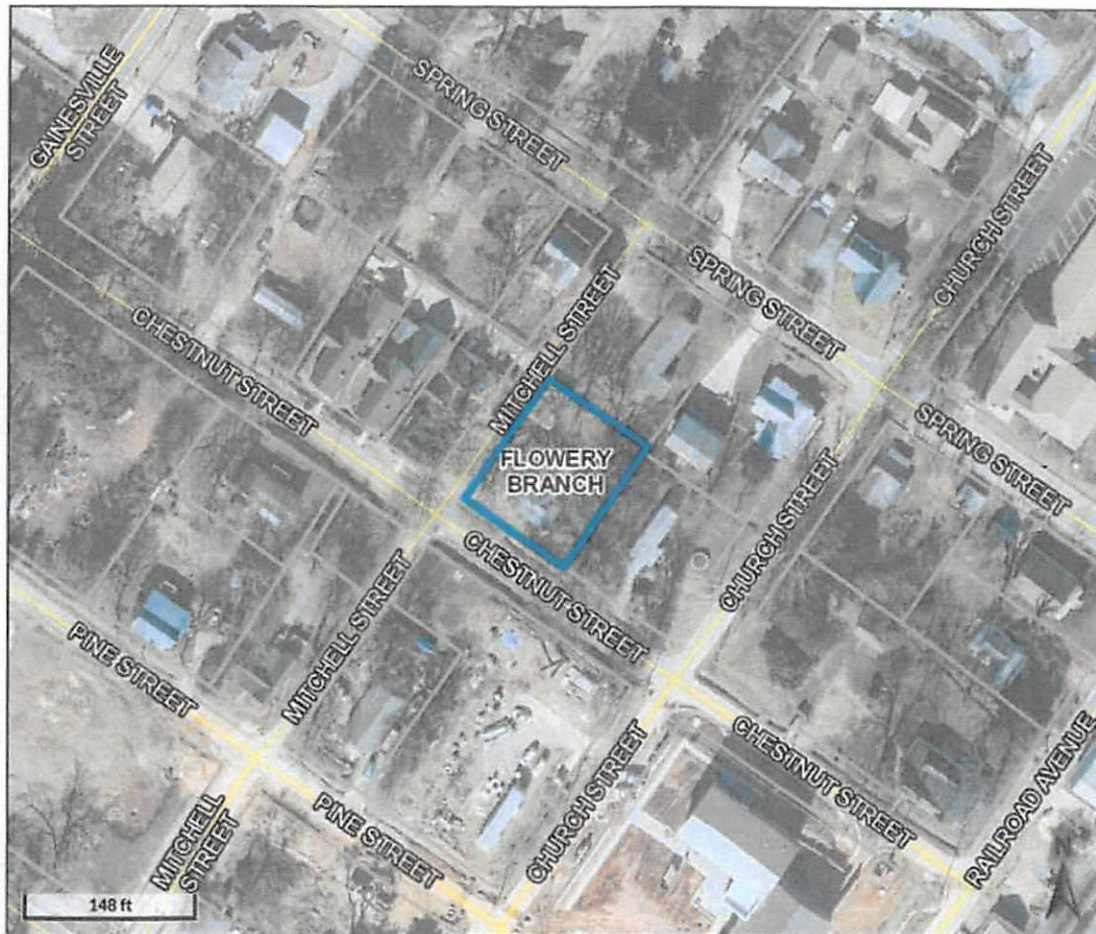
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Parcel ID 08112018001
 Class Code Residential
 Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
 Acres n/a

Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
 Physical Address 5410 CHESTNUT ST
 Assessed Value Value \$63320

Last 2 Sales			
Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

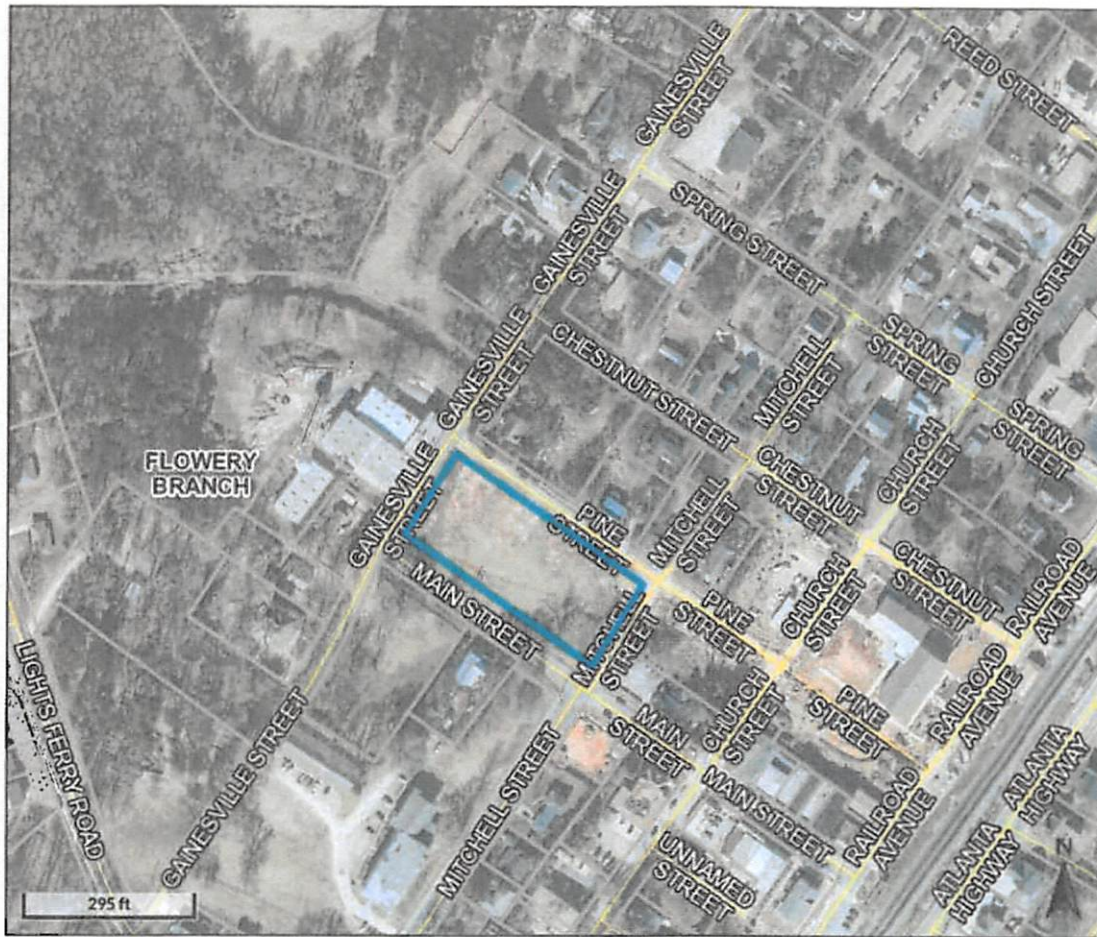
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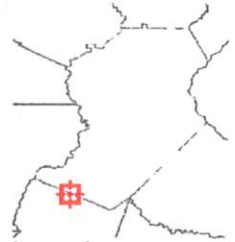
Developed by  **Schneider**
 GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT WINTERSET AND FLOWERY BRANCH

Winterset Parcels - Exhibit A



Overview



Legend

 Parcels

 Roads

Cities

 BRASELTON

 BUFORD

 CLERMONT

 FLOWERY BRANC

 GAINESVILLE

 GILLSVILLE

 LULA

 OAKWOOD

 RESTHAVEN

Parcel ID 08112 023001
Class Code Exempt
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres 1.41

(Note: Not to be used on legal documents)

Owner FLOWERY BRANCH CITY OF
 5517 MAIN STREET
 FLOWERY BRANCH GA 30542
Physical Address 5702 MAIN ST
Assessed Value Value \$610962

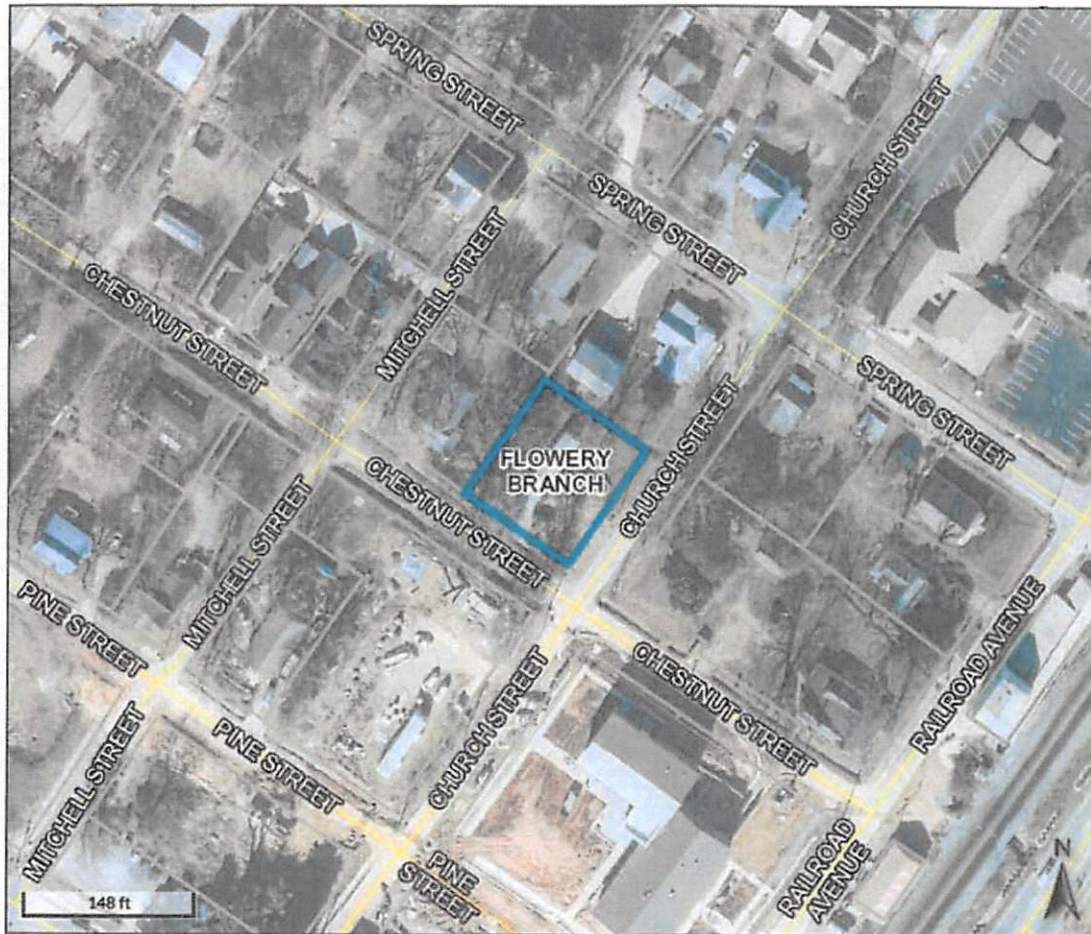
Last 2 Sales		Reason	Qual
Date	Price		
10/18/2010	\$262500	19	U
3/31/2008	0	5	U

Date created: 10/1/2019
 Last Data Uploaded: 10/1/2019 1:17:57 AM

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 GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT WINTERSET AND FLOWERY BRANCH

Flowery Branch Parcel - Exhibit B



Overview



Legend

 Parcels

 Roads

Cities

 BRASELTON

 BUFORD

 CLERMONT

 FLOWERY BRANC

 GAINESVILLE

 GILLSVILLE

 LULA

 OAKWOOD

 RESTHAVEN

Parcel ID 08112 018002

Class Code Residential

Taxing District FLOWERY BRANCH-TAD

FLOWERY BRANCH-TAD

Acres n/a

(Note: Not to be used on legal documents)

Owner

BILL'S RENTALS, LLC

3343 SPRING DALE FOREST BLVD

GAINESVILLE GA 30506

Physical Address

5314 CHURCH ST

Assessed Value

Value \$31400

Last 2 Sales

Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

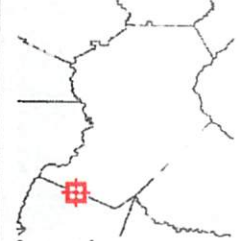
Date created: 10/1/2019

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Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID 08112 018003
Class Code Residential
Taxing District FLOWERY BRANCH-TAD
 FLOWERY BRANCH-TAD
Acres n/a

(Note: Not to be used on legal documents)

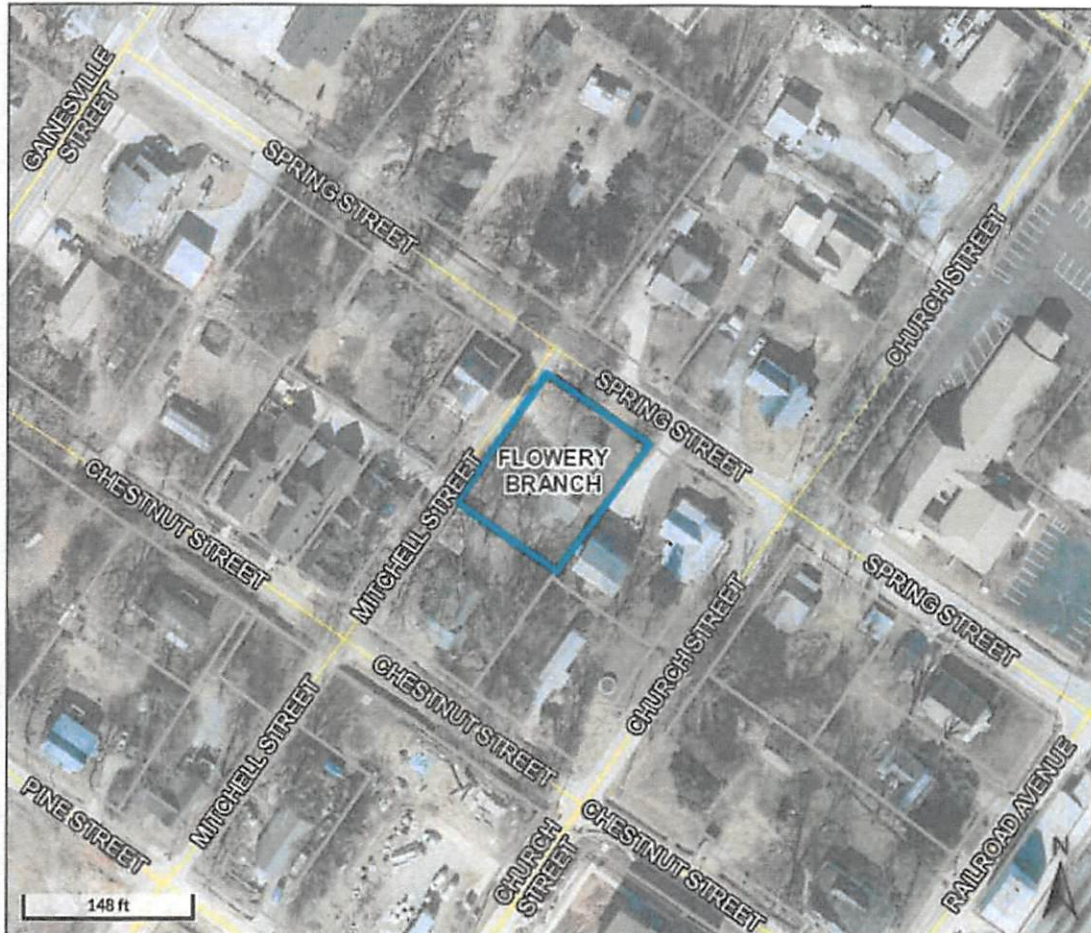
Owner BILL'S RENTALS, LLC
 3343 SPRING DALE FOREST BLVD
 GAINESVILLE GA 30506
Physical Address 5304 CHURCH ST
Assessed Value Value \$181400

Last 2 Sales

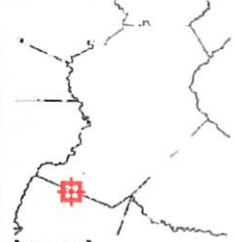
Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

Date created: 10/1/2019
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Overview



Legend

-  Parcels
-  Roads
- Cities**
 -  BRASELTON
 -  BUFORD
 -  CLERMONT
 -  FLOWERY BRANC
 -  GAINESVILLE
 -  GILLSVILLE
 -  LULA
 -  OAKWOOD
 -  RESTHAVEN

Parcel ID	08112 018003A	Owner	BILL'S RENTALS, LLC	Last 2 Sales			
Class Code	Residential		3343 SPRING DALE FOREST BLVD	Date	Price	Reason	Qual
Taxing District	FLOWERY BRANCH-TAD		GAINESVILLE GA 30506	10/22/2018	0	50	U
	FLOWERY BRANCH-TAD	Physical Address	5405 MITCHELL ST	10/22/2018	0	50	U
Acres	n/a	Assessed Value	Value \$61100				

(Note: Not to be used on legal documents)

Date created: 10/1/2019
Last Data Uploaded: 10/1/2019 1:17:57 AM

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**REAL PROPERTY EXCHANGE AGREEMENT
HERITAGE AND FLOWERY BRANCH**

Exhibit C

Leases, Licenses, Contracts or Agreements

If there are no leases, licenses, contracts or agreements, Heritage shall so state and sign and date below. If there are any leases, etc., the parties to such agreements and the name and date of each such agreement should be listed here and a copy of each such document should be delivered to Flowery Branch for review prior to execution of this Agreement.

For the City of Flowery Branch: None.

For Heritage Group Homes, LLC:

<u>Residential Lease Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
5304A Church Street	Bill's Rentals and John Watson	12/17/16
5304B Church Street	Bill's Rentals and Violet Wilcox	04/06/19
5304C Church Street	Bill's Rentals and Christie Palacin	
5304D Church Street	Bill's Rentals and John Watson	01/03/15
5314 Church Street	Bill's Rentals and Jacob / Tara Nelms	01/11/20
5405 Mitchell Street	Bill's Rentals and Robert Pearson	12/31/16