



AGENDA

Gainesville Work Session
Thursday, August 1, 2019, 9:00 AM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Police	Resolution: Bioesque Botanical Disinfectant Solution Donation from Georgia Mountains Healthcare Coalition Region B	Nina Harkins / Jay Parrish
Police	Resolution: Bureau of Justice Assistance Bulletproof Vest Partnership Grant Program FY19-20	Jay Parrish
Community & Economic Development	Public Hearing Item: August 6, 2019 Council Meeting Request from Karl Chambers and David Reddicks to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a 1026 Athens Street) and to establish zoning as Residential-II (R-II). Ward Number: Three. Tax Parcel Number(s): 00-056-003-026, 057 and 058. Request: Residential duplex.	Abb Hayes
Community & Economic Development	Public Hearing Item: August 6, 2019 Council Meeting Request from Integrity Development Group, LLC to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a 2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway) and to establish zoning as Planned Unit Development (P-U-D). Ward Number: Three. Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014. Request: 375 single-family homes	Abb Hayes
Community & Economic Development	Public Hearing Item: August 6, 2019 Council Meeting Request from S&E Holdings to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a 0, 718 and 736 Green Street NE; 430 Glenwood Drive, NE) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O). Ward Number: Two. Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026. Request: 25 townhome units and office space	Abb Hayes
Community & Economic Development	Public Hearing Item: August 6, 2019 Council Meeting Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road. Ward Number: Two. Request: Road name change.	Abb Hayes

CITY MANAGER ISSUES

Resolution: Property Acquisition from Alvin Gibson and Lease to SBA Properties, LLC for Wireless Facility	Bryan Lackey
---	--------------

MAYOR/COUNCIL ISSUES

Ex-Officio Report(s)

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

Resolution: Qualifying for the 2019 Municipal Election

Denise Jordan

EXECUTIVE SESSION

ADJOURNMENT

Final: Tuesday, July 30, 2019, 5:15 PM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 6/18/2019

Presenter: Nina Harkins / Jay Parrish

Item of Business: Resolution: Bioesque Botanical Disinfectant Solution Donation from Georgia Mountains Healthcare Coalition Region B

Meeting Date: 8/1/2019

Purpose of Request:

To accept the donation of the dispensing tool and 5 gallons of disinfecting solution.

History/Background:

Bioesque Solutions produces a Botanical Disinfectant Solution that can be used to disinfect, sanitize, clean and deodorize patrol vehicles and work areas. The solution is safe for skin contact and inhalation. The solution kills 99 percent of viruses and bacteria within minutes.

Georgia Mountains Healthcare Coalition Region B has agreed to provide the Gainesville Police Department with a dispensing tool and the initial order of the Botanical Solution. The cost of the dispensing tool is \$500.00 and the solution is \$84.00 for five gallons.

Facts & Issues for Consideration:

Donation of the dispensing tool and 5 gallons of disinfecting solution.

Department Recommendation:

To accept the donation of the dispensing tool and 5 gallons of disinfecting solution.

Department Director:

Jay Parrish

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Bioesque Botanical Disinfectant Solution Donation from Georgia Mountains Healthcare Coalition Region B	Resolution

RESOLUTION PR-2019 - ____

**Bioesque Botanical Disinfectant Solution Donation
from the Georgia Mountains Healthcare Coalition Region B**

WHEREAS, Bioesque Solutions produces a Botanical Disinfectant Solution that can be used to disinfect, sanitize, clean and deodorize patrol vehicles and work areas. The solution is safe for skin contact and inhalation. The solution kills 99 percent of viruses and bacteria within minutes; and

WHEREAS, the Gainesville Police Department has determined that there is a need for the solution to sanitize patrol vehicles and the Police Department during flu season; and

WHEREAS, Georgia Mountains Healthcare Coalition Region B has agreed to provide the Gainesville Police Department with a dispensing tool and the initial order of the Botanical Solution. The value of the dispensing tool is \$500.00 and \$84.00 for five gallons of the solution.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Gainesville Police Department to accept the dispensing tool and five gallons of the Botanical Disinfectant Solution donation from the Georgia Mountains Healthcare Coalition Region B.

Adopted this ____ day of _____, 2019.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 6/12/2019
Presenter: Jay Parrish
Item of Business: Resolution: Bureau of Justice Assistance Bulletproof Vest Partnership Grant Program FY19-20
Meeting Date: 8/1/2019

Purpose of Request:

To accept grant money to buy bulletproof vests.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Approval of the resolution to accept the grant money to buy bulletproof vests.

Department Director:

Jay Parrish

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
	Bureau of Justice Assistance Bulletproof Vest Partnership Grant Program FY19-20	Resolution

RESOLUTION PR-2019 - ____

**BUREAU OF JUSTICE ASSISTANCE
BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM FY19-20**

WHEREAS, the Bureau of Justice Assistance (BJA) has announced the Bulletproof Vest Partnership Grant Program for the FY19-20 (October 2019 to September 2021); and

WHEREAS, the BJA has grant money for police agencies to buy bulletproof vests and the City of Gainesville is eligible to receive these funds; and

WHEREAS, the BJA will award a maximum of 50% of the cost of a bulletproof vest to replace expired vests or purchase new vests for new employees.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the City Manager to execute all documents on behalf of the Gainesville Police Department as related to this grant.

Adopted this ____ day of _____, 2019.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/23/2019

Presenter: Abb Hayes

Item of Business: **Public Hearing Item: August 6, 2019 Council Meeting**
Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II). **Ward Number: Three.** Tax Parcel Number(s): 00-056-003-026, 057 and 058. **Request: Residential duplex.**

Meeting Date: 8/1/2019

Purpose of Request:

The applicant is proposing to annex the subject property with a zoning of Residential-II (R-II) for the purpose of constructing a one-story residential duplex. The property is zoned Residential-II (R-II) within unincorporated Hall County and is contiguous to the city limits to the north and east. Presently, the property consists of three parcels which previously contained three residential structures that were demolished over the last 15 years. Access to the development is proposed from an existing driveway off of Athens Street. The surrounding property consists of a four-unit apartment building, industrial uses to the north and single-family structures located off of Black Drive and Cooley Drive.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval with five conditions. See the PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2019- :

I move to approve the ordinance to annex the subject property for a residential duplex as presented.

Approval of Ordinance 2019-:

I move to approve the ordinance to establish zoning as Residential-II for the subject property for a residential duplex with five conditions as presented.

Denial of the Request:

I move to deny the request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Legal Ad	Legal Ad
 PAB Recommendation Report	Report
 Proposed Annexation Ordinance	Ordinance
 Proposed Zoning Ordinance	Ordinance
 Exhibit A to Proposed Zoning Ordinance - Architectural Renderings	Attachments/Exhibits
 Location Maps	Backup Material
 Narrative	Backup Material
 Concept Plan	Backup Material
 Plat	Backup Material
 Architectural Elevation	Backup Material
 Floor Plan	Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, June 23, 2019
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, July 9, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-056-003-026, 057 and 058
Request: Residential duplex
- 2) Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014
Request: 375 single-family homes
- 3) Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718, 736 Green Street, NE; and 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O).
Ward Number: Two
Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026
Request: 25 townhome units and office space
- 4) Request from **Georgia Mountains YMCA, Inc.** Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road.
Ward Number: Two
Request: Road name change

**NOTICE OF PUBLIC HEARING ON PROPOSED
AMENDMENTS TO THE GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, August 6, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-056-003-026, 057 and 058
Request: Residential duplex

- 2) Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014
Request: 375 single-family homes
- 3) Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718, 736 Green Street, NE; and 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O).
Ward Number: Two
Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026
Request: 25 townhome units and office space
- 4) Request from **Georgia Mountains YMCA, Inc.** Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road.
Ward Number: Two
Request: Road name change

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

GAINESVILLE PLANNING and APPEALS BOARD RECOMMENDATION

Applicant and Property Owner..... Karl Chambers and David Reddicks
Location..... 1026 Athens Street
Request..... Annex with Residential-II (R-II) zoning
Total Acres0.49± acre
Ward..... Three
Proposed Use..... Residential duplex
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation..... **Approval, with conditions**
Date..... July 9, 2019

▪ **Applicant's Proposal and Background Information**

The property is zoned Residential-II (R-II) in Hall County and the applicant desires to annex the property into the City of Gainesville as Residential (R-II). This would allow the building of one single family duplex (2 units in total). This would not only provide affordable accommodation to Gainesville residents, but also enhance the appearance and value of the community. The property is located at the corner of Cooley Drive and Athens Street. This property has provided residential accommodations in the past. This project is compatible with the schematics and future development of the neighborhood.

Each unit in the proposed duplex would be 1,500 square feet with 3 bedrooms, 2 bathrooms, living and dining area, kitchen, laundry, and front porch. Water, sewage and electricity will be provided by the existing public infrastructure. The entrance for each unit will be from a shared driveway on Athens Street. Two parking spaces will be provided for each unit.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
Northeast	Power substation	Heavy Industrial (H-I)
Northwest	Power substation (County); Manufacturing Facility	Heavy Industrial (H-I) Heavy Industrial (I-II)
Southeast	Apartments	Residential-II (R-II)
Southwest	Single-family homes (County)	Residential-II (R-II)

The subject property is located just west of Lanier Parkway (I-985) and east of E.E. Butler Parkway. Other nearby significant uses include Cargill, Purina Mills and Albert International.

▪ **Other Departmental Comments**

There were no other departmental comments for this request.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2018 – A request by KRM 2016 LLC to rezone a 0.855 ± acres tract located at 827, 831 and 851 Athens Street SE from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) for five residential duplexes was approved with conditions.

2010 – A request by My Sister's Place of Gainesville, Inc. for a special use permit within Residential-II (R-II) zoning on a 1.17± acres property located at 240 Martin Luther King Jr. Boulevard was approved to allow a crisis center for women.

2010- A request by Cindy Erfurt to annex and establish General Business (G-B) zoning a 1.124± acres property located at 1272 West Ridge Road was approved with conditions for a gas station and convenience store.

▪ **Staff Analysis**

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The adjacent and nearby property consists of a mixture of single-family, multi-family, semi-public and commercial uses. The surrounding zonings are Residential-II (R-II) and Heavy Industrial (I-II) within unincorporated Hall County and Residential-II (R-II) and Heavy Industrial (H-I) within the City of Gainesville. Much of the development within the immediate area has included multi-family, commercial retail and industrial uses with some limited single-family housing. It appears the proposal is suitable given the variety of uses that surround the property.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed use should not adversely affect the existing use or usability of adjacent or nearby property over and above what uses are currently zoned for the property. The proposal includes residential space limited to a two-family unit which will function similarly to and similar in scale as the nearby multi-family and single-family uses. Because the property is undeveloped, there will be a minimal increase of ingress/egress traffic on Athens Street.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

Housing would be an appropriate long-term use for this area. The Future Development Map for the City of Gainesville places the property within the *Low-Medium Density Residential* land use category, which includes areas containing or planned for single-family detached or semi-detached housing at densities ranging from two to four dwelling units per acre.

According to the Character Area map for the City of Gainesville, the subject properties are located within the *Economic Development Gateways* character area which appears to support the applicant's proposal. This character area represents the industrial, warehousing and other commercial enterprises that parallel the I-985 and Norfolk-Southern railroad corridor. The primary vision for the area is to continue to support economic development while preserving and strengthening important natural and cultural resources. These areas include a wide range of office, business, light industrial, manufacturing, research, and development uses. If approved a

duplex unit limited to one or two families will not only resemble nearby uses but also align with Gainesville's future development plan.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The subject property is zoned Residential-II (R-II) in Hall County. In Hall County, this zoning district prohibits the development of multi-family housing. Once annexed into the City of Gainesville, Residential-II (R-II) could be developed for multi-family housing.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The nearby properties currently utilize City water and sewer services and there is sufficient capacity to serve the development.

Trash pickup will be provided by the City of Gainesville which already provides service to nearby properties.

The existing roads are capable of handling the additional cars entering and exiting the property due to the small size of the proposed development.

Existing public safety services respond to the adjacent and nearby properties. Gainesville Fire Station #1 is located approximately 1.4± miles from the property.

Impacts to the school system are expected to be minimal given that only two residential units are proposed. The Gainesville City School System currently provides bus transportation to the adjacent property and other residential uses off of Athens Street.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

This property is located at the entrance of the established Black and Cooley Drive neighborhood. There are several heavy industrial uses located nearby. The proposed residential development appears reasonable given that the property previously contained three residential homes. The proposed duplex would serve more people than the allowed single-family housing without negatively impacting the character of the area.

Revitalizing neighborhoods is an important goal of the Gainesville Comprehensive Plan. The City does this by engaging in neighborhood revitalization activities, demolition of dilapidated housing, and acquisition of vacant parcels. The proposed development will provide new quality construction within an abandoned parcel at the entrance to an established neighborhood. New housing would not only help revitalize this property but it would also provide the community with a desirable housing option in an area near public facilities.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Due to the subject property's proximity to existing residential, the proposal, with the recommended zoning conditions, appears to promote a reasonable balance between the interests of the City, the property owner, and neighboring residents and property owners.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this annexation request with **R-II zoning**, based on the Comprehensive Plan and the adjacent residential and non-residential land uses.

Conditions

1. The proposed use shall be generally consistent with the standards depicted on the architectural pictures provided with this annexation application including exterior materials and roof pitch to present a residential appearance. The property shall be limited to a one or two-family structure.
2. An evergreen buffer shall be provided within the 10-foot side yard setback behind proposed structure. The location, spacing, size and type of trees planted shall be subject to the approval of the Director of the Community and Economic Development Department.
3. All proposed lawn areas fronting Athens Street and Cooley Drive shall be sodded with grass extending to the edge of the road bed.
4. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.
5. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.

Excerpts from the July 9, 2019 PAB Meeting Minutes

Applicant Presentation: Karl Chambers, 530 Mattie Farms Place, stated he was the property owner and wanted to add residential duplexes to help improve the current neighborhood.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion for conditional approval of the annexation request with a zoning of Residential-II (R-II) for the purpose of a residential duplex with the following conditions:

Conditions

1. The proposed use shall be generally consistent with the standards depicted on the architectural pictures provided with this annexation application including exterior materials and roof pitch to present a residential appearance. The property shall be limited to a one or two-family structure.
2. An evergreen buffer shall be provided within the 10-foot side yard setback behind proposed structure. The location, spacing, size and type of trees planted shall be subject to the approval of the Director of the Community and Economic Development Department.
3. All proposed lawn areas fronting Athens Street and Cooley Drive shall be sodded with grass extending to the edge of the road bed.
4. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.
5. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.

Motion made by Board Member Thompson

Motion seconded by Board Member Martin

Vote – 7 favor

Passed: _____

AN ORDINANCE

No. 2019-

AN ORDINANCE ANNEXING A 0.49± ACRE TRACT LOCATED ON THE SOUTHWEST SIDE OF THE INTERSECTION OF ATHENS STREET AND COOLEY DRIVE, HAVING ROAD FRONTAGE ON THE EAST SIDE OF BLACK DRIVE (A/K/A 1026 ATHENS STREET); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

WHEREAS, the hereinafter described lands be incorporated and annexed into the City of Gainesville.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

ALL THAT LOT, TRACT AND PARCEL OF LAND LYING SITUATE AND BEING IN LAND LOT 136 OF THE 9TH LAND DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ATHENS STREET, THENCE: CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY OF ATHENS STREET, SOUTH 67°44'44" EAST FOR A DISTANCE OF 120 FEET TO A POINT. THENCE: SOUTH 14°44'41" WEST ALONG THE RIGHT-OF-WAY OF COOLEY DRIVE FOR A DISTANCE OF 115.09 FEET TO A POINT. THENCE: NORTH 76°14'34" WEST FOR A DISTANCE OF 100 FEET TO A POINT. THENCE: NORTH 76°14'34" WEST FOR A DISTANCE OF 51.96 FEET TO A POINT. THENCE: SOUTH 13°46'23" WEST FOR A DISTANCE OF 50 FEET TO A POINT. THENCE: NORTH 71°12'38" WEST FOR A DISTANCE OF 57 FEET TO A POINT. THENCE: NORTH 41°07'43" EAST FOR A DISTANCE OF 200.22 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. 2019-

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.49 ACRES AND IS BOUNDED ON THE NORTH BY ATHENS STREET, ON THE EAST BY COOLEY DRIVE AND PROPERTY NOW OR FORMERLY OF ALFREDIA HUDSON WILSON, ON THE SOUTH BY PROPERTY NOW OR FORMERLY OF ALFREDIA HUDSON WILSON AND PROPERTY NOW OR FORMERLY OF ANGEL D RANDOLPH, AND ON THE WEST BY PROPERTY NOW OR FORMERLY OF GAINESVILLE INDUSTRIAL LLLP.

The annexation is to include all that portion of right-of-way known as Cooley Drive located between the subject property and the existing city limits of Gainesville.

SECTION II.

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V.

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Passed: _____

AN ORDINANCE

No. 2019-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.49± ACRE TRACT LOCATED ON THE SOUTHWEST SIDE OF THE INTERSECTION OF ATHENS STREET AND COOLEY DRIVE, HAVING ROAD FRONTAGE ON THE EAST SIDE OF BLACK DRIVE (A/K/A 1026 ATHENS STREET) AT THE TIME OF ANNEXATION AS RESIDENTIAL-II, WITH CONDITIONS (R-II-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Residential-II, with conditions (R-II-c)**.

Conditions

- 1. The proposed use shall be generally consistent with the standards depicted on the architectural pictures provided with this annexation application including exterior materials and roof pitch to present a residential appearance. The property shall be limited to a one or two-family structure.**
- 2. An evergreen buffer shall be provided within the 10-foot side yard setback behind proposed structure. The location, spacing, size and type of trees planted shall be subject to the approval of the Director of the Community and Economic Development Department.**
- 3. All proposed lawn areas fronting Athens Street and Cooley Drive shall be sodded with grass extending to the edge of the road bed.**
- 4. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director. All required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.**
- 5. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

ORDINANCE NO. 2019-

Legal Description

ALL THAT LOT, TRACT AND PARCEL OF LAND LYING SITUATE AND BEING IN LAND LOT 136 OF THE 9TH LAND DISTRICT, HALL COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ATHENS STREET, THENCE: CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY OF ATHENS STREET, SOUTH 67°44'44" EAST FOR A DISTANCE OF 120 FEET TO A POINT. THENCE: SOUTH 14°44'41" WEST ALONG THE RIGHT-OF-WAY OF COOLEY DRIVE FOR A DISTANCE OF 115.09 FEET TO A POINT. THENCE: NORTH 76°14'34" WEST FOR A DISTANCE OF 100 FEET TO A POINT. THENCE: NORTH 76°14'34" WEST FOR A DISTANCE OF 51.96 FEET TO A POINT. THENCE: SOUTH 13°46'23" WEST FOR A DISTANCE OF 50 FEET TO A POINT. THENCE: NORTH 71°12'38" WEST FOR A DISTANCE OF 57 FEET TO A POINT. THENCE: NORTH 41°07'43" EAST FOR A DISTANCE OF 200.22 FEET TO THE POINT OF BEGINNING.

The annexation is to include all that portion of right-of-way known as Cooley Drive located between the subject property and the existing city limits of Gainesville.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

The effective date of this Ordinance shall be the first day of the month following approval by the City Council of the City of Gainesville, Georgia.

ORDINANCE NO. 2019-

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

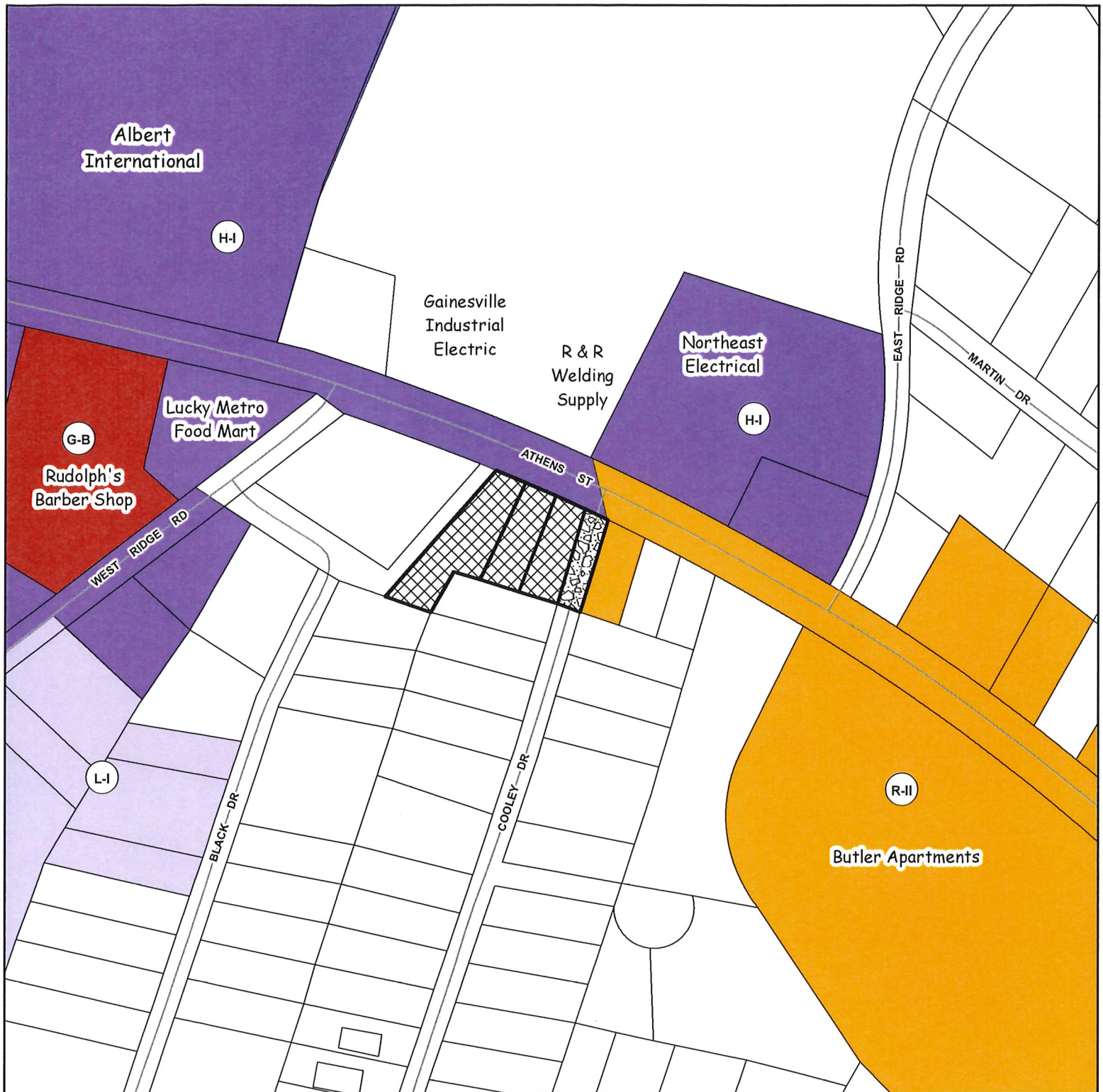
Denise O. Jordan, City Clerk

RELEASED FOR CONSTRUCTION

RELEASED FOR CONSTRUCTION

SCALE:

RELEASED FOR CONSTRUCTION



Applicant:

KARL CHAMBERS & DAVID REDDICKS

ANNEXATION REQUEST



Request:

Annex 0.49+/- acre tract and establish zoning as Residential-II (R-II) for a residential duplex

Subject Area Address:

1026 Athens Street

Meeting: 07/09/2019

Prepared: 06/04/2019

Community & Economic Development Department



Subject Property



Right-of-Way to be Annexed



1" = 167'

Tax Parcel:

00-056-003-026, 057 and 058



Applicant:
KARL CHAMBERS & DAVID REDDICKS

ANNEXATION REQUEST



Request:

Annex 0.49+/- acre tract and establish zoning as Residential-II (R-II) for a residential duplex

Subject Area Address:

1026 Athens Street

Meeting: 07/09/2019

Prepared: 06/04/2019

Community & Economic Development Department



Subject Property and
Right-of-Way to be Annexed

Aerial from 2018

0 100 200 300 400 Feet



1" = 167'

Tax Parcel:

00-056-003-026, 057 and 058

Page 23 of 155

Redevelopment For 1026 Athens St.

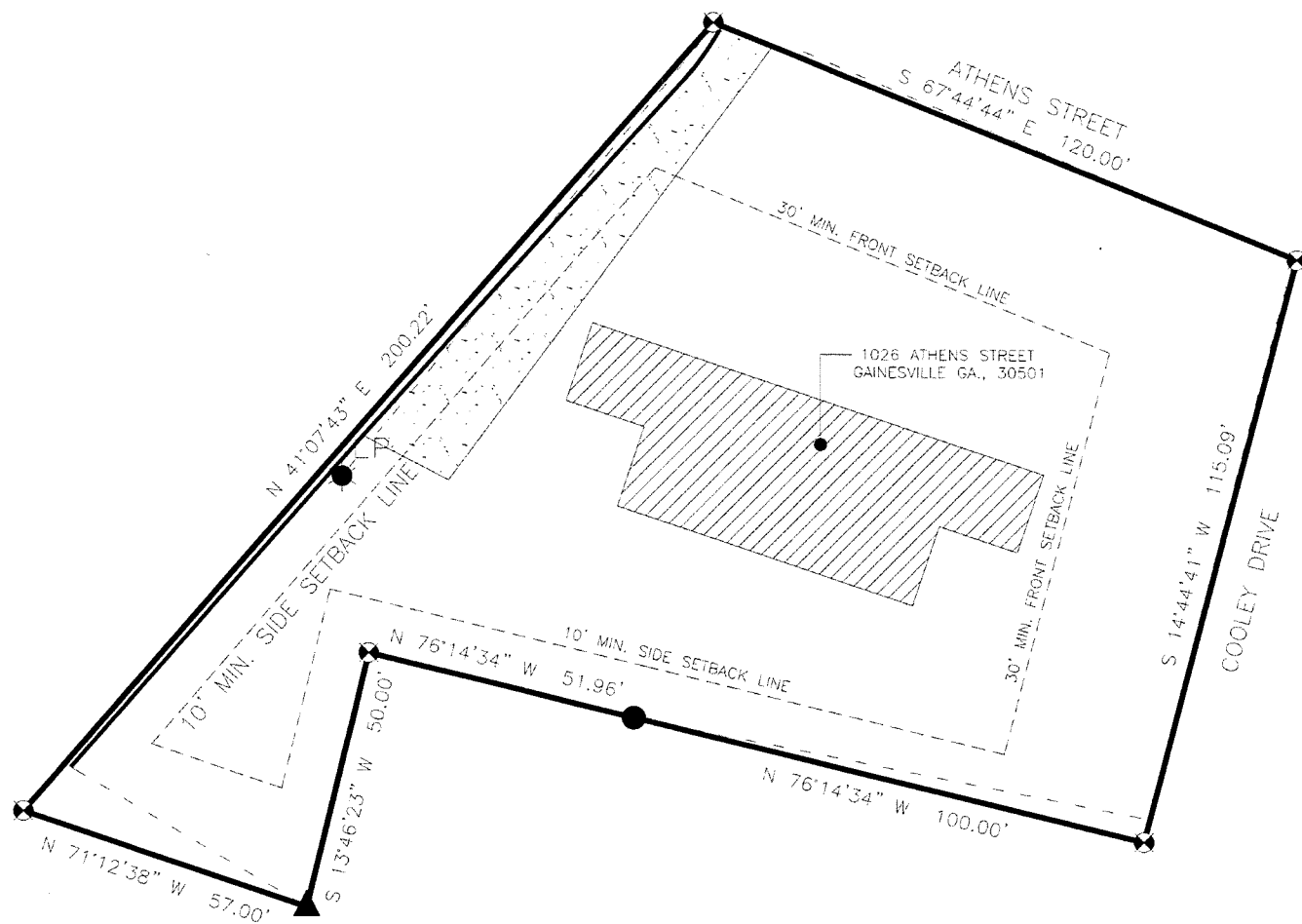
Concerning the property of 1026 ATHENS STREET Gainesville GA 30501. THIS PROPERTY has been an eye sore for several years, I Karl Chambers and David Reddicks have purchased this property and have taken on a residential redevelopment project to provide a much-needed housing for working class families in the form of rental housing.

The application for annexation from Hall county into the city of Gainesville is to allow the building of one single family duplexes (2 units in total). Which will not only provide affordable accommodation to Gainesville residents, but will also enhance the appearance and value of the community. The property is located at the corner of Cooley drive and Athens street. This property has provided residential accommodation in the past. This project is compatible with the schematics and future development of the neighborhood.

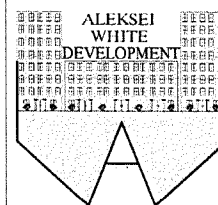
Each individual unit will be around 1500 sq ft with 3 bedrooms, 2 bathrooms, Living and dining area, kitchen, washroom and front porch. Water, sewage and electricity will be provided by the existing public infrastructure. The entrance and exit for each unit will be on Athens Street. Two motor vehicle parking will be provided for each unit.

The architectural style of this units will be in form of single-family ranch houses with front porch and the landscaping will be done to add beauty and style to the community. These rental units will be attractive to young working-class families with easy access to the city, schools and other public facilities such as library, post office, police and fire department etc.

RELEASED FOR CONSTRUCTION



RELEASED FOR CONSTRUCTION



WWW.ALEKSEWHITEDEVELOPMENT.COM

CLIENT:
KARL CHAMBERS
NEW RESIDENTIAL DUPLEX
1026 ATHENS STREET
GAINESVILLE GA., 30501
CONTACT #: (678) 471-6751

DESIGNER:
ALEKSEI WHITE
ALEKSEI WHITE DEVELOPMENT, LLC
INFO@ALEKSEIWHITEDEVELOPMENT.COM
LAWRENCEVILLE GA 30045
CONTACT#: (678) 671-9844

[illegible]

RESIDENTIAL DUPLEX

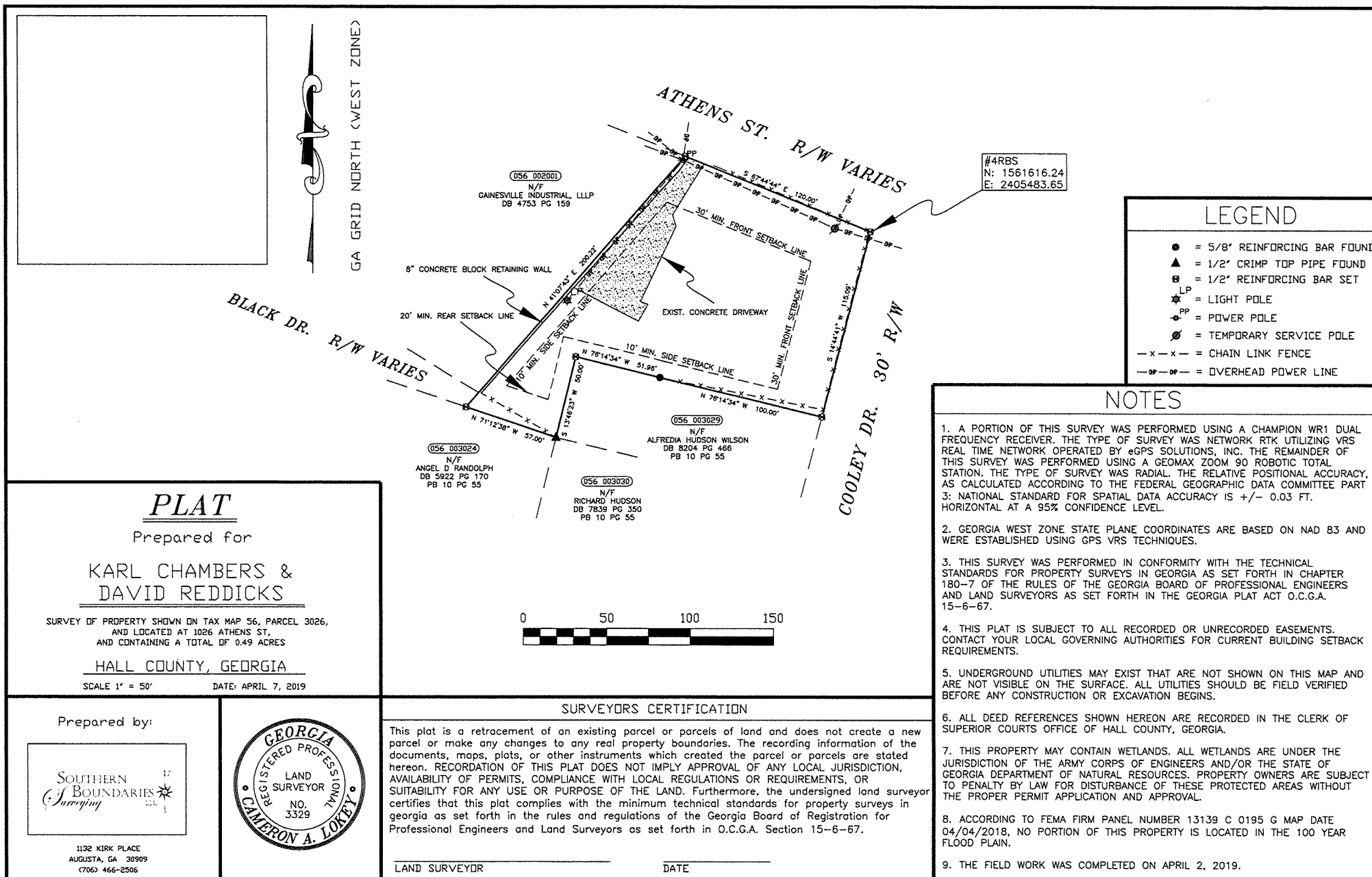
PROPOSED SITE PLAN

PROJECT NUMBER	KA20CH10
DATE	APRIL 30, 2019
DRAWN BY	ALEKSEI WHITE
CHECKED BY	TANER HAMZAWI

A-105

SCALE $1/4" = 1'-0"$

RELEASED FOR CONSTRUCTION



RELEASED FOR CONSTRUCTION



1 FRONT CONCEPT / RENDERING
N.T.S.

RELEASED FOR CONSTRUCTION

CLIENT:
KARL CHAMBERS
NEW RESIDENTIAL DUPLEX
1026 ATHENS STREET
GAINESVILLE GA, 30501
CONTACT #: (678) 471-6751

DESIGNER:
ALEKSEI WHITE
ALEKSEI WHITE DEVELOPMENT, LLC
INFO@ALEKSEIWHITEDEVELOPMENT.COM
LAWRENCEVILLE GA. 30045
CONTACT#: (678) 671-0844

[illegible]

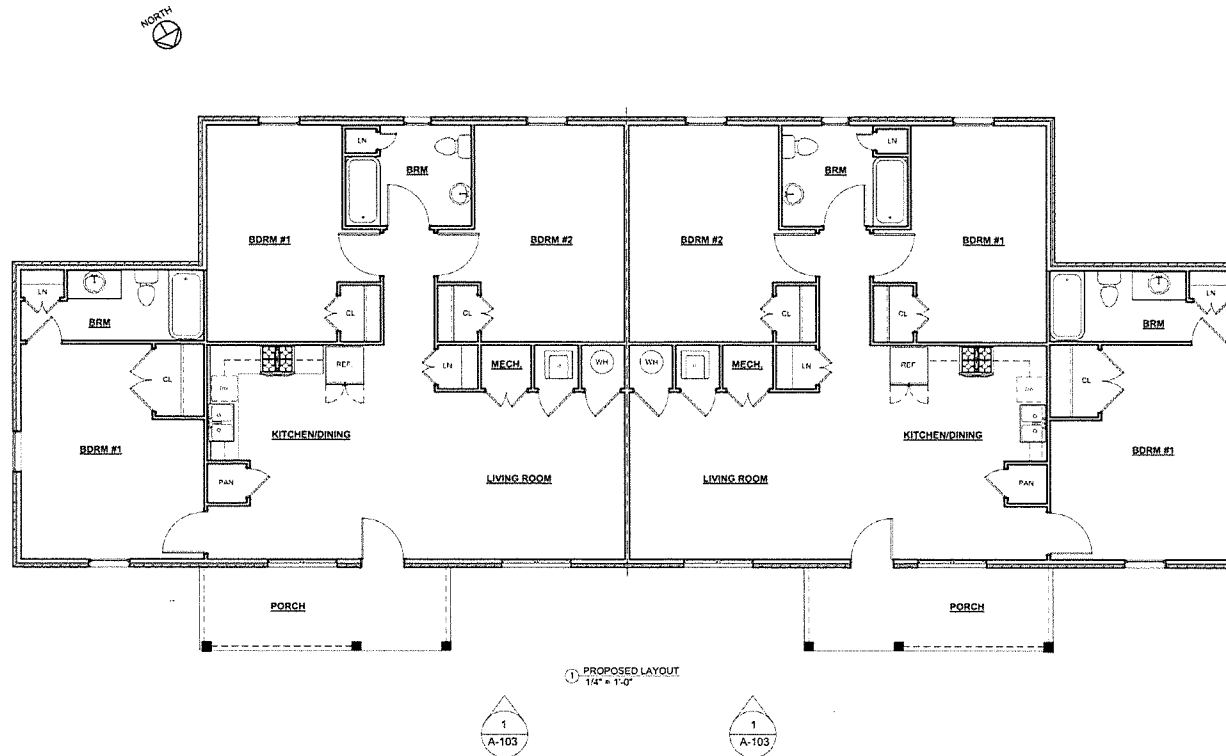
RESIDENTIAL
DUPLEX
FRONT CONCEPT/
RENDERING

PROJECT NUMBER:	KA20CH19
DATE:	APRIL 30, 2019
DRAWN BY:	ALEKSEI WHITE
CHECKED BY:	ALEKSEI WHITE

A-103

SCALE:

RELEASED FOR CONSTRUCTION



ALEKSEI WHITE DEVELOPMENT



WWW.ALEKSEIWHITEDEVELOPMENT.COM

CLIENT:
KARL CHAMBERS
NEW RESIDENTIAL DUPLEX
1026 ATHENS STREET
GAINESVILLE GA. 30501
CONTACT #: (678) 471-6751

DESIGNER:
ALEKSEI WHITE
ALEKSEI WHITE DEVELOPMENT, LLC
INFO@ALEKSEIWHITEDEVELOPMENT.COM
LAWRENCEVILLE GA. 30045
CONTACT#: (678) 671-0844

[illegible]

RESIDENTIAL
DUPLEX
PROPOSED LAYOUT

PROJECT NUMBER	KA20CH19
DATE:	APRIL 30, 2019
DRAWN BY	ALEKSEI WHITE
CHECKED BY	ALEKSEI WHITE

A-102

SCALE: $1/4" = 1'-0"$

RELEASED FOR CONSTRUCTION

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/23/2019

Presenter: Abb Hayes

Item of Business: **Public Hearing Item: August 6, 2019 Council Meeting**
Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D). **Ward Number: Three.** Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014. **Request: 375 single-family homes**

Meeting Date: 8/1/2019

Purpose of Request:

The applicant is proposing to annex the subject property with a zoning of Planned Unit Development (P-U-D) for the purpose of constructing 375 single-family homes. The property is zoned Residential-II (R-II), Agricultural Residential-III (AR-III) and Agricultural Residential-IV (AR-IV) within unincorporated Hall County and is contiguous to the city limits to the north. Presently, the property is mostly wooded, contains several streams and consists of two parcels containing two abandoned single-family homes and a trailer that are to be demolished. Primary access to the development is proposed from Gillsville Highway and a secondary access is from the neighboring Heritage Pointe subdivision to the north. Adjacent uses include single-family homes, cemetery, T&D Charter and the GDOT Maintenance Complex.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval with five conditions. See PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2019-:

I move to approve the ordinance to annex the subject property for 375 single-family homes as presented.

Approval of Ordinance 2019-:

I move to approve the ordinance to establish zoning as Planned Unit Development for the subject property with five conditions as presented.

Denial of the Request:

I move to deny this request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Legal Ad	Legal Ad
PAB Recommendation Report	Report
Proposed Annexation Ordinance	Ordinance
Proposed Zoning Ordinance	Ordinance
Exhibit A to Proposed Zoning Ordinance - Narrative	Attachments/Exhibits
Exhibit B to Proposed Zoning Ordinance - Site Plan	Attachments/Exhibits
Exhibit C to Proposed Zoning Ordinance - Architectural Renderings	Attachments/Exhibits
Location Maps	Backup Material
Concept Plan	Cover Memo
Narrative	Backup Material
Survey	Backup Material
Architectural Elevations	Backup Material
Amenity Site Plan	Backup Material
Sign Renderings	Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, June 23, 2019
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, July 9, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-056-003-026, 057 and 058
Request: Residential duplex
- 2) Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014
Request: 375 single-family homes
- 3) Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718, 736 Green Street, NE; and 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O).
Ward Number: Two
Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026
Request: 25 townhome units and office space
- 4) Request from **Georgia Mountains YMCA, Inc.** Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road.
Ward Number: Two
Request: Road name change

**NOTICE OF PUBLIC HEARING ON PROPOSED
AMENDMENTS TO THE GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, August 6, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-056-003-026, 057 and 058
Request: Residential duplex

- 2) Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014
Request: 375 single-family homes
- 3) Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718, 736 Green Street, NE; and 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O).
Ward Number: Two
Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026
Request: 25 townhome units and office space
- 4) Request from **Georgia Mountains YMCA, Inc.** Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road.
Ward Number: Two
Request: Road name change

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant Integrity Development Group, LLC
Property Owner GD Jones Investments, LP
Location 2242 Gaines Mill Road; 2579 and 2581
Gillsville Highway
Request Annex with Planned Unit Development
(P-U-D) zoning
Size 219.65± acres
Ward Three
Proposed Use 375 single-family detached lots
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation **Approval, with conditions**
Date July 9, 2019

▪ **Applicant's Proposal and Background Information**

The applicant is proposing to annex the subject property with a zoning of Planned Unit Development (P-U-D) for the purpose of constructing 375 single-family homes. The property is zoned Residential-II (R-II), Agricultural Residential-III (AR-III) and Agricultural Residential-IV (AR-IV) within unincorporated Hall County and is contiguous to the city limits to the north. Presently, the property is mostly wooded, contains several streams and consists of two parcels containing two abandoned single-family homes and a trailer that are to be demolished.

Primary access to the development is proposed from Gillsville Highway. The internal roads will be designed to meet City standards and will include a large roundabout near the main amenity area. The applicant is proposing to reserve land within the development for a future access road intended for emergency access purposes only. However, since the proposed internal roads will be public, the future access road will be required to be a full access road when constructed. Of note, a previous zoning condition was placed on the adjacent Heritage Pointe subdivision property to allow connection to the subject property. The timing of the connection between the two subdivisions is unknown at this time. Development plans were approved in April of 2019 for the last phase of the Heritage Pointe subdivision (95 lots) but work has not commenced at this time.

Proposed Development Standards

Density: 1.71 dwelling units per acre
Home Price: Anticipated to be under \$300,000
Minimum home size: 1,600 square feet of heated space
Minimum lot size: 7,200 square feet
Lot dimensions: 60' x 120' -180 lots; 75' x 120' -195 lots
Lot Setbacks: 20-feet (Front); 25-feet (Rear); 7.5 feet (Side)
Perimeter Setbacks: 30-feet (Front); 50-feet (Rear); 30 feet (Side)
Amenities: Clubhouse, pool, tennis courts, walking trails and greenspace
Buffers: 150' buffer on both sides of all streams
Roads: Public (City standards)

Utilities: City of Gainesville water and sewer
 Trash Pick-up: Provided by the City of Gainesville

▪ **Traffic Impact Study**

A traffic impact study was conducted for this development on February 22, 2019. The intersections of Athens Highway at Gillsville Highway; Gillsville Highway at Harmony Grove Church Road; and the Site Driveway at Gillsville Highway were studied. Traffic counts were collected on Tuesday, February 5, 2019 from 7-9 AM and 4-6 PM at the study intersections. The below table is a breakdown of the project trip generation as based on a 1.0% annual growth rate.

	Total Trips	Inbound Trips	Outbound Trips
Daily	3,508	1,754	1,754
AM	271	68	203
PM	361	227	134

Approximately 60% of trips will be dispersed to/from the north and west of the site towards Gainesville via US 129/SR-11. The remaining 40% of the trips will be dispersed to/from the east and south (40%) of the site towards Gillsville via SR 323.

According to the study, the Athens Highway at Gillsville Highway and Gillsville Highway at Harmony Church Road studied intersections are expected to operate acceptably for signalized intersections during both the AM and PM peak hours. The existing two-way left turn lane on Gillsville Highway in front of the proposed site should be striped as a left turn lane. A westbound right turn lane for the site driveway will be required by Georgia DOT as a condition of permitting the driveway; however, it is not needed from a capacity standpoint.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Heritage Pointe Subdivision Single-family homes Charter bus company	Planned Unit Development (P-U-D) - City Residential-II (R-II) - County Highway Business (H-B) - County
South	GDOT Maintenance Complex Cabinet Store & Grocery store	Agricultural Residential-III (AR-III) - County Highway Business (H-B) - County
East	Single-family homes Vacant land	Agricultural Residential-III (AR-III) - County Agricultural Residential-IV (AR-IV) - County
West	Single-family homes Mobile home park and Vacant land Church cemetery	Agricultural Residential-III (AR-III) - County Agricultural Residential-IV (AR-IV) - County Residential-II (R-II) - County

▪ **Other Departmental Comments**

There were no other departmental comments regarding this request.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2018 - A request by Geosam Capital US (Atlanta), LP to amend a 85.45± acres portion of a 220± acres tract located at 0 Gaines Mill Road zoned Planned Unit Development (P-U-D) for 100-single-family homes was approved with conditions.

2014 - A request by Alcovy-20, Inc. to amend a 26.10± acre tract located at 0, 2108 and 2125 Wilson Drive zoned Planned Unit Development (P-U-D) for a 55-lot single-family subdivision was approved with conditions.

2012 - A request by Gainesville Truck Center to annex a 14.03± acres tract located at 2145 Athens Highway with a zoning of Light Industrial (L-I) for sewer for an existing truck center was approved.

▪ **Staff Analysis**

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The subject property is located at the eastern boundary of the existing city limits. Nearby properties are comprised of mostly single-family homes, agricultural property and undeveloped land. The proposed single-family home development appears to be suitable given the surrounding uses and the residential density is comparable to the adjacent Heritage Pointe subdivision in the City. According to the applicants proposed architectural elevations, the quality and scale of the proposed homes appear to exceed what is currently being constructed within the adjacent Heritage Pointe subdivision.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed development will increase future traffic on Gillsville Highway; however, the traffic impact study states the level of service for these roads will continue to be acceptable with future build conditions. Upon the proposed development being built-out and the final phase of the adjacent Heritage Pointe subdivision being completed, a future access road may be possible to utilize the signal located at the intersection of Gillsville Highway and Athens Highway. It should be noted there are existing traffic delays at the intersection of Gaines Mill Road and Athens Highway and a traffic signal should be considered due to existing traffic delays.

If approved, the development will be required to meet the storm water standards during pre, intermediate and post development. Of note, the property is located within the North Oconee Water Supply Watershed Protection Zone in which intent is to minimize the transport of pollutants and sediment to the water supply, to maintain the yield of water supply watersheds, and to ensure water can be treated to meet federal and state drinking water standards, within the North Oconee River small water supply watershed. Stream buffer widths of 150-feet on both sides of the streams are required and are shown on the applicant's concept plan.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The proposal is consistent with the Comprehensive Plan and is within density range at an overall density of 1.71 dwelling units per acre. The Future Development Map for the City of Gainesville places the property within the *Low-Medium Density Residential* land use category, which includes areas containing or planned for single-family detached or semi-detached housing at densities ranging from two to four dwelling units per acre.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Suburban Residential* Character Area. The vision for this area is to preserve older, stable residential subdivisions and encourage newer projects with smaller lot sizes, pedestrian infrastructure, and buildings patterned after traditional local housing, possibly containing a small neighborhood-serving "village center".

As well, the quality community objectives state that housing choices should continue to be diversified to support a range of household incomes, sizes, types, but consist mostly of

traditional single-family detached lots. In areas where natural features or sensitive environments are important, cluster housing or conservation subdivision design may be appropriate. Land uses allowed in the *Suburban Residential Character Area* include low-density residential, medium-density residential, multi-family residential, public / institutional, commercial, and parks / recreation / conservation, mixed-use.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The subject property is currently zoned for agricultural and single-family residential purposes within unincorporated Hall County. The proposed zoning of Planned Unit Development (P-U-D) is a site-specific zoning that assures the developer will adhere to the proposed development quality and standards as presented by the applicant. A zoning of P-U-D typically provides for a mixture of housing types or a mixture of uses. In this case, the development is for detached single-family homes designed with smaller lots in order to preserve green space and reduce impacts to the adjacent streams.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The proposal should not cause an excessive or burdensome use of public facilities or services. The development proposes to utilize City water and sewer services and will share in the cost of providing sewer. In addition, the applicant is planning to reserve an area of the property for the location of a regional pump station to help the area to be better served by sewer.

Existing public safety services already respond to the adjacent and nearby properties. Gainesville Fire Station #1 located off of Queen City Parkway is located approximately 5.5± miles away and Hall County Fire Station #1 is located approximately 0.72± miles off of Athens Highway.

Proposed development will increase vehicular trips and turning movements along Gillsville Highway. However, the additional traffic was determined to be acceptable with minimal improvements according to the applicant's traffic impact study. A traffic signal at the intersection of Gaines Mill Road and Athens Street should be analyzed prior to connecting the proposed development with the adjacent Heritage Pointe subdivision.

The projected number of students that may attend public schools within the proposed development is unknown at this time; however, it is expected that the load on the public school system will increase. Gainesville City Schools currently provides bus service to the adjacent homes within Heritage Pointe subdivision. In addition, primary access will be from Gillsville Highway which has a signalized intersection at Athens Highway.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

It is anticipated that the surrounding property will remain as single-family and rural residential. As water and sewer services are provided to this area, future residential and supportive commercial growth are anticipated within the nearby area.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Based on the Comprehensive Plan and the adjacent single-family residential uses, it appears the use reflects a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property, with the proposed zoning conditions.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this annexation request with a zoning of **Planned Unit Development (P-U-D)**, based on the Comprehensive Land Use Plan and the adjacent single-family residential uses.

Conditions

1. The development standards within the narrative, site plan and architectural renderings submitted with the applicant's annexation application shall be made part of the zoning ordinance, and shall be subject to the approval of the Director of the Community and Economic Development Department.
2. The owner/developer shall plant minimum 6-foot high evergreen buffer trees around all detention ponds, mail kiosk, amenity areas and park areas adjacent to the single-family lots. The location, spacing, size and type of trees planted shall be subject to the approval of the Director of the Community and Economic Development Department.
3. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development or any additional improvements identified within the Traffic Impact Study shall be at the full expense of the developer/property owner.
4. All interior roads shall meet City of Gainesville standards. Sidewalks within the remaining future phases shall be required on both sides of the road and shall be a minimum width of 5-feet.
5. The developer shall reserve property within the proposed subdivision to provide for future access to the adjacent Heritage Pointe subdivision located to the north. The reserved property shall be a minimum of 55-feet in width extending to the property boundary and shall align with the reserved access lot within the Heritage Pointe subdivision. The property shall be designated as reserved on the final plat.

Excerpts from the July 9, 2019 PAB Meeting Minutes

Applicant Presentation: Johnny Hastings, 3553 Blair Circle, stated that he agreed to all the conditions. The proposed type of homes are starter homes with a price point range of \$230,000-\$250,000 and will utilize City services.

FAVOR: None

OPPOSE: Angela Middleton, 2836 Gaines Mill Road, stated her concerns are with the heavy traffic and felt like there should not be an entrance at Gaines Mill Road due to the intersection at Hwy. 129 only having about 100-feet before entry access with no red light causing the traffic to back up.

Brenda Smith, 2398 Pine Grove Road, is concerned about the added children trespassing onto her property. She stated they have a four-acre pond and tennis court with cleared land with only a few trees to separate them from the new proposed development. She would like a permanent buffer such as a wall not a fence or trees.

Freddie Hopkins, 3073 Baker Road, stated he was concerned about the added children overloading the City's school system and the traffic on Gaines Mill Road which the added 375 homes would bring. He stated that Gaines Mill Road is already in horrible shape due to a lack of maintenance. His mother resides on Gaines Mill Road and he is concerned for her safety with the added traffic.

Janet Buffington, 4334 Evergreen Circle, stated her first concern was a lack of notification on Gillsville Hwy. She stated she did not see any zoning sign that referenced tonight's meeting which resulted in a smaller turnout. Ms. Buffington was not in opposition but agreed with the previously stated concerns.

Kevin Wood, 384 Valley Brock Circle, stated he was concerned with traffic congestion and the amount of accidents on Gillsville Hwy.

REBUTTAL: Johnny Hastings stated he would like to meet with someone he pointed to in the audience and he would be more than happy to discuss any and all concerns with the community. He plans to speak with GDOT again to determine the best solutions for the traffic concerns.

Planning and Appeals Board Comments: Board Member Simmons suggested that Mr. Hastings meet with the entire community instead of just one person. He stated that they needed to regroup and talk with the community about the traffic concerns.

There was a motion to table the request to give the applicant time to meet with the community about the request.

Motion made by Board Member Simmons
Motion died for lack of second

Board Member Thompson stated he felt like Mr. Hastings and the community would have time to work out solutions before the City Council public hearing on August 6th. Mr. Hastings agreed to meet with the community and GDOT to answer questions.

There was a motion to recommend conditional approval of the annexation request with a zoning of Planned Unit Development (P-U-D) for the purpose of 375 single-family homes with the following conditions:

Conditions

- 1. The development standards within the narrative, site plan and architectural renderings submitted with the applicant's annexation application shall be made part of the zoning ordinance, and shall be subject to the approval of the Director of the Community and Economic Development Department.**
- 2. The owner/developer shall plant minimum 6-foot high evergreen buffer trees around all detention ponds, mail kiosk, amenity areas and park areas adjacent to the single-family lots. The location, spacing, size and type of trees planted shall be subject to the approval of the Director of the Community and Economic Development Department.**

3. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development or any additional improvements identified within the Traffic Impact Study shall be at the full expense of the developer/property owner.
4. All interior roads shall meet City of Gainesville standards. Sidewalks within the remaining future phases shall be required on both sides of the road and shall be a minimum width of 5-feet.
5. The developer shall reserve property within the proposed subdivision to provide for future access to the adjacent Heritage Pointe subdivision located to the north. The reserved property shall be a minimum of 55-feet in width extending to the property boundary and shall align with the reserved access lot within the Heritage Pointe subdivision. The property shall be designated as reserved on the final plat.

Motion made by Board Member White

Motion seconded Board Member Thompson

Vote – 5 favor, 1 opposed (Simmons), 1 recusal (Carter)

Passed: _____

AN ORDINANCE

No. 2019-

AN ORDINANCE ANNEXING A 219.65± ACRES TRACT LOCATED NORTHEAST OF THE INTERSECTION OF ATHENS HIGHWAY AND GILLSVILLE HIGHWAY, AND SOUTHEAST OF THE INTERSECTION OF ATHENS HIGHWAY AND GAINES MILL ROAD (A/K/A 2242 GAINES MILL ROAD; 2579 AND 2581 GILLSVILLE HIGHWAY); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

WHEREAS, the hereinafter described lands be incorporated and annexed into the City of Gainesville.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

Parcel 15-022C-000-010

ALL THAT TRACT OF PARCEL OF LAND LAYING AND BEING IN TADMORE DISTRICT, G.M.D. 268 OF HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT A P.K. NAIL FOUND AT THE CENTERLINE INTERSECTION OF TIMBER RIDGE CIRCLE WITH THE CENTERLINE OF GAINES MILL ROAD;

THENCE IN AN EASTERLY DIRECTION ALONG SAID CENTERLINE OF GAINES MILL ROAD FOR A TOTAL DISTANCE OF 589.7 FEET TO A POINT; THENCE SOUTH 26 DEGREES 00 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 41.02 FEET TO A

ORDINANCE NO. 2019-

POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF GAINES MILL ROAD (80' R/W), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.77 FEET AND AN ARC LENGTH OF 99.14 FEET, BEING SUBTENDED BY A CHORD OF NORTH 74 DEGREE 15 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 98.97 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE SOUTH 43 DEGREE 54 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 48.88 FEET TO A POINT; THENCE SOUTH 42 DEGREE 58 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 57.52 FEET TO A POINT; THENCE SOUTH 38 DEGREE 05 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 41.26 FEET TO A POINT; THENCE SOUTH 50 DEGREE 09 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 44.04 FEET TO A POINT; THENCE SOUTH 60 DEGREE 58 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 76.39 FEET TO A POINT; THENCE SOUTH 69 DEGREE 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 123.18 FEET TO A POINT; THENCE SOUTH 61 DEGREE 22 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 188.04 FEET TO A POINT; THENCE SOUTH 87 DEGREE 34 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 255.84 FEET TO A POINT; THENCE SOUTH 88 DEGREE 37 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 49.11 FEET TO A POINT; THENCE SOUTH 86 DEGREE 08 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 131.24 FEET TO A POINT; THENCE SOUTH 73 DEGREE 09 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 177.52 FEET TO A POINT; THENCE SOUTH 17 DEGREE 17 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 1653.82 FEET TO A POINT; THENCE SOUTH 75 DEGREE 09 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 1485.74 FEET TO A POINT; THENCE SOUTH 76 DEGREE 27 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 358.02 FEET TO A ½" RE-BAR FOUND; THENCE SOUTH 74 DEGREE 54 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 2831.37 FEET TO A ½" CRIMP TOP PIPE FOUND; THENCE SOUTH 74 DEGREE 38 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 247.22 FEET TO A POINT; THENCE SOUTH 09 DEGREE 23 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 1177.33 FEET TO A ¾" CRIMP TOP PIPE FOUND; THENCE SOUTH 09 DEGREE 59 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 577.35 FEET TO AN ANGLE IRON FOUND; THENCE SOUTH 08 DEGREE 10 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 220.85 FEET TO A ¾" CRIMP TOP PIPE FOUND; THENCE SOUTH 12 DEGREE 13 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 228.09 FEET TO A ROCK FOUND; THENCE SOUTH 40 DEGREE 26 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 514.44 FEET TO AN AXLE FOUND; THENCE SOUTH 40 DEGREE 03 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 626.0 FEET TO A 2" ROD FOUND; THENCE SOUTH 48 DEGREE 41 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 411.03 FEET TO A 3/8" RE-BAR FOUND AT A ROCK; THENCE SOUTH 73 DEGREE 30 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 424.17.0 FEET TO A 1" ROD FOUND; THENCE SOUTH 72 DEGREE 31 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 187.95 FEET TO A 3/8" RE-BAR FOUND AT A ROCK; THENCE SOUTH 57 DEGREE 08 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 475.05 FEET TO A ROCK FOUND; THENCE NORTH 27 DEGREE 18 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 151.3 FEET TO A ROCK FOUND; THENCE SOUTH 59 DEGREE 16 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 284.97 FEET TO A ROCK FOUND; THENCE SOUTH 82 DEGREE 31 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 140.10 FEET TO A POINT LOCATED IN THE CENTERLINE OF A CREEK; THENCE ALONG SAID CENTERLINE FOLLOWING THE MEANDERINGS THERE OF FOR THE FOLLOWING COURSED AND DISTANCES: THENCE NORTH 54 DEGREE 24 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 14.71 FEET TO A POINT; THENCE NORTH 24 DEGREE 16 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 117.07 FEET TO A POINT; THENCE NORTH 01 DEGREE 07 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 38.1 FEET TO A POINT; THENCE NORTH 31 DEGREE 54 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 145.64 FEET TO A POINT; THENCE NORTH 78

ORDINANCE NO. 2019-

DEGREE 03 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 20.57 FEET TO A POINT; THENCE NORTH 54 DEGREE 24 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 14.71 FEET TO A POINT; THENCE NORTH 22 DEGREE 34 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 7.84 FEET TO A POINT; THENCE NORTH 00 DEGREE 10 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 33.94 FEET TO A POINT; THENCE SOUTH 87 DEGREE 37 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 21.84 FEET TO A POINT; THENCE NORTH 18 DEGREE 58 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 75.26 FEET TO A POINT; THENCE NORTH 28 DEGREE 39 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 21.39 FEET TO A POINT; THENCE NORTH 73 DEGREE 15 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 16.98 FEET TO A POINT; THENCE SOUTH 45 DEGREE 07 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 28.95 FEET TO A POINT; THENCE SOUTH 25 DEGREE 10 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 119.58 FEET TO A POINT; THENCE NORTH 25 DEGREE 17 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 14.27 FEET TO A POINT; THENCE NORTH 70 DEGREE 48 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 68.36 FEET TO A POINT; THENCE NORTH 31 DEGREE 49 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 16.53 FEET TO A POINT; THENCE SOUTH 05 DEGREE 33 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 66.61 FEET TO A POINT; THENCE SOUTH 61 DEGREE 03 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 47.96 FEET TO A POINT; THENCE NORTH 86 DEGREE 08 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 93.16 FEET TO A POINT; THENCE NORTH 53 DEGREE 40 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 47.78 FEET TO A POINT; THENCE NORTH 42 DEGREE 18 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 138.40 FEET TO A POINT; THENCE SOUTH 60 DEGREE 37 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 95.32 FEET TO A POINT; THENCE NORTH 14 DEGREE 26 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 26.63 FEET TO A POINT; THENCE SOUTH 88 DEGREE 07 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 35.65 FEET TO A POINT; THENCE NORTH 42 DEGREE 47 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 73.93 FEET TO A POINT; THENCE NORTH 14 DEGREE 56 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 38.15 FEET TO A POINT; THENCE SOUTH 86 DEGREE 49 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 124.57 FEET TO A POINT; THENCE SOUTH 71 DEGREE 49 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 69.41 FEET TO A POINT; THENCE NORTH 35 DEGREE 51 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 89.21 FEET TO A POINT; THENCE SOUTH 81 DEGREE 29 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 76.72 FEET TO A POINT; THENCE NORTH 80 DEGREE 03 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 67.90 FEET TO A POINT; THENCE SOUTH 89 DEGREE 04 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 159.14 FEET TO A POINT; THENCE SOUTH 10 DEGREE 41 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 50.82 FEET TO A POINT; THENCE SOUTH 55 DEGREE 22 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 46.75 FEET TO A POINT; THENCE SOUTH 88 DEGREE 55 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 67.65 FEET TO A POINT; THENCE SOUTH 55 DEGREE 54 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 80.05 FEET TO A POINT; THENCE SOUTH 24 DEGREE 36 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 50.78 FEET TO A POINT; THENCE SOUTH 57 DEGREE 29 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 29.61 FEET TO A POINT; THENCE NORTH 87 DEGREE 12 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 63.19 FEET TO A POINT; THENCE NORTH 44 DEGREE 22 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE SOUTH 79 DEGREE 38 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 40.05 FEET TO A POINT; THENCE SOUTH 63 DEGREE 28 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 78.23 FEET TO A POINT; THENCE SOUTH 76 DEGREE 22 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 45.69 FEET TO A POINT; THENCE SOUTH 47 DEGREE 51 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 18.70 FEET TO A POINT; THENCE NORTH 26 DEGREE 30 MINUTES

ORDINANCE NO. 2019-

56 SECONDS WEST FOR A DISTANCE OF 179.25 FEET LEAVING SAID CENTERLINE OF SAID CREEK TO A ½" RE-BAR FOUND; THENCE NORTH 42 DEGREE 46 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 136.07 FEET TO A ½" REBAR FOUND; THENCE NORTH 43 DEGREE 53 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 169.02 FEET TO A POINT; THENCE NORTH 26 DEGREE 53 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 181.02 FEET TO A ½" RE-BAR FOUND; THENCE SOUTH 38 DEGREE 58 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 71.00 FEET TO A POINT; THENCE NORTH 77 DEGREE 40 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 115.70 FEET TO A POINT; THENCE NORTH 09 DEGREE 39 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 127.94 FEET TO A POINT; THENCE NORTH 44 DEGREE 47 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 1025.79 FEET TO A POINT; THENCE NORTH 05 DEGREE 35 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 433.22 FEET TO A POINT; THENCE NORTH 54 DEGREE 24 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 400.00 FEET TO A POINT; THENCE NORTH 81 DEGREE 20 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 210.25 FEET TO A POINT; THENCE NORTH 69 DEGREE 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 149.96 FEET TO A POINT; THENCE NORTH 62 DEGREE 19 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 65.67 FEET TO A POINT; THENCE SOUTH 63 DEGREE 59 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 26 DEGREE 00 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 295.02 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF GAINES MILL ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 197.163 ACRES MORE OR LESS.

Parcel 15-023-000-014

ALL THAT TRACT OF PARCEL OF LAND LAYING AND BEING IN G.M.D 268 (TADMORE) OF HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE CENTERLINE OF U.S. HIGHWAY NO. 129 WITH THE CENTERLINE OF STATE ROUTE NO. 323;

THENCE NORTH 66 DEGREES 13 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 1267.23 FEET TO A ¼" RE-BAR ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROUTE 323 (80' R/W), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 19 DEGREE 47 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 1329.10 FEET LEAVING SAID RIGHT-OF-WAY TO A POINT LOCATED IN THE CENTERLINE OF THE CREEK; THENCE ALONG SAID CENTERLINE OF SAID CREEK FOLLOWING THE MEANDERINGS THEREOF FOR THE FOLLOWING CALLS; THENCE NORTH 62 DEGREE 21 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 27.76 FEET TO A POINT; THENCE SOUTH 88 DEGREE 46 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 52.59 FEET TO A POINT; THENCE SOUTH 70 DEGREE 50 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 75.42 FEET TO A POINT; THENCE SOUTH 80 DEGREE 30 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 31.56 FEET TO A POINT; THENCE SOUTH 41 DEGREE 59 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 34.34 FEET TO A POINT; THENCE SOUTH 25 DEGREE 39 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 30.96 FEET TO A POINT; THENCE SOUTH 68 DEGREE 54 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 30.69 FEET TO A POINT; THENCE NORTH 84 DEGREE 35 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 73.79 FEET TO A POINT; THENCE SOUTH 74 DEGREE 19 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 42.24 FEET TO A POINT; THENCE SOUTH 27 DEGREE 50 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 20.19 FEET TO A POINT; THENCE SOUTH 08 DEGREE 31 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 11.43 FEET TO A POINT; THENCE SOUTH 48 DEGREE 34 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 39.82 FEET TO A POINT; THENCE SOUTH 31 DEGREE 44 MINUTES

ORDINANCE NO. 2019-

48 SECONDS WEST FOR A DISTANCE OF 50.86 FEET TO A POINT; THENCE NORTH 78 DEGREE 50 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 25.60 FEET TO A POINT; THENCE SOUTH 32 DEGREE 40 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 30.02 FEET TO A POINT; THENCE SOUTH 04 DEGREE 02 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 11.54 FEET TO A POINT; THENCE SOUTH 49 DEGREE 39 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 19.26 FEET TO A POINT; THENCE SOUTH 52 DEGREE 04 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 24.89 FEET TO A POINT; THENCE SOUTH 80 DEGREE 33 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 41.95 FEET TO A POINT; THENCE NORTH 24 DEGREE 00 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 26.53 FEET TO A POINT; THENCE SOUTH 87 DEGREE 07 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 28.15 FEET TO A POINT; THENCE NORTH 61 DEGREE 13 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 66.46 FEET TO A POINT; THENCE SOUTH 82 DEGREE 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 28.80 FEET TO A POINT; THENCE NORTH 34 DEGREE 30 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 27.43 FEET TO A POINT; THENCE SOUTH 86 DEGREE 42 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 49.44 FEET TO A POINT; THENCE NORTH 85 DEGREE 51 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 34.91 FEET TO A POINT; THENCE NORTH 62 DEGREE 03 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 99.13 FEET TO A POINT; THENCE NORTH 07 DEGREE 24 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 13.46 FEET TO A POINT; THENCE NORTH 50 DEGREE 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 39.09 FEET TO A POINT; THENCE NORTH 07 DEGREE 43 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 30.82 FEET TO A POINT; THENCE NORTH 75 DEGREE 29 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 58.21 FEET TO A POINT; THENCE NORTH 24 DEGREE 04 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 32.33 FEET TO A POINT; THENCE SOUTH 76 DEGREE 35 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 26.17 FEET TO A POINT; THENCE NORTH 36 DEGREE 34 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 24.02 FEET TO A POINT; THENCE NORTH 43 DEGREE 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 439.08 FEET TO A ROCK; THENCE SOUTH 32 DEGREE 51 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 475.05 FEET TO A 3/8" RBF AT ROCK; THENCE NORTH 07 DEGREE 26 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 187.95 FEET TO A 1" ROD; THENCE NORTH 36 DEGREE 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 424.17 FEET TO A 3/8" RBF AT A ROCK; THENCE SOUTH 41 DEGREE 38 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 411.03 FEET TO A 2" ROD; THENCE SOUTH 40 DEGREE 12 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 248.36 FEET TO A 2" ROD; THENCE SOUTH 30 DEGREE 51 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 1193.90 FEET TO A 1/4" RE-BAR ON THE NORTHERLY RIGHT-OF-WAY STATE ROUTE 323 (80' R/W); THENCE SOUTH 89 DEGREE 50 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 623.26 FEET TO A 1/4" RE-BAR LOCATED ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROUTE 323, SAID POINT BEING THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 22.49 ACRES MORE OR LESS.

SECTION II.

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

ORDINANCE NO. 2019-

SECTION IV.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V.

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Passed: _____

AN ORDINANCE

No. 2019-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 219.65± ACRES TRACT LOCATED NORTHEAST OF THE INTERSECTION OF ATHENS HIGHWAY AND GILLSVILLE HIGHWAY, AND SOUTHEAST OF THE INTERSECTION OF ATHENS HIGHWAY AND GAINES MILL ROAD (A/K/A 2242 GAINES MILL ROAD; 2579 AND 2581 GILLSVILLE HIGHWAY) AT THE TIME OF ANNEXATION AS PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Planned Unit Development, with conditions (P-U-D-c)**.

Conditions

- 1. The development standards within the narrative, site plan and architectural renderings submitted with the applicant's annexation application shall be made part of the zoning ordinance, and shall be subject to the approval of the Director of the Community and Economic Development Department.**
- 2. The owner/developer shall plant minimum 6-foot high evergreen buffer trees around all detention ponds, mail kiosk, amenity areas and park areas adjacent to the single-family lots. The location, spacing, size and type of trees planted shall be subject to the approval of the Director of the Community and Economic Development Department.**
- 3. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development or any additional improvements identified within the Traffic Impact Study shall be at the full expense of the developer/property owner.**
- 4. All interior roads shall meet City of Gainesville standards. Sidewalks within the remaining future phases shall be required on both sides of the road and shall be a minimum width of 5-feet.**

ORDINANCE NO. 2019-

5. The developer shall reserve property within the proposed subdivision to provide for future access to the adjacent Heritage Pointe subdivision located to the north. The reserved property shall be a minimum of 55-feet in width extending to the property boundary and shall align with the reserved access lot within the Heritage Pointe subdivision. The property shall be designated as reserved on the final plat.

Legal Description

Parcel 15-022C-000-010

ALL THAT TRACT OF PARCEL OF LAND LAYING AND BEING IN TADMORE DISTRICT, G.M.D. 268 OF HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT A P.K. NAIL FOUND AT THE CENTERLINE INTERSECTION OF TIMBER RIDGE CIRCLE WITH THE CENTERLINE OF GAINES MILL ROAD;

THENCE IN AN EASTERLY DIRECTION ALONG SAID CENTERLINE OF GAINES MILL ROAD FOR A TOTAL DISTANCE OF 589.7 FEET TO A POINT; THENCE SOUTH 26 DEGREES 00 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 41.02 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF GAINES MILL ROAD (80'R/W), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.77 FEET AND AN ARC LENGTH OF 99.14 FEET, BEING SUBTENDED BY A CHORD OF NORTH 74 DEGREE 15 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 98.97 FEET ALONG SAID RIGHT-OF-WAY TO A POINT; THENCE SOUTH 43 DEGREE 54 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 48.88 FEET TO A POINT; THENCE SOUTH 42 DEGREE 58 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 57.52 FEET TO A POINT; THENCE SOUTH 38 DEGREE 05 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 41.26 FEET TO A POINT; THENCE SOUTH 50 DEGREE 09 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 44.04 FEET TO A POINT; THENCE SOUTH 60 DEGREE 58 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 76.39 FEET TO A POINT; THENCE SOUTH 69 DEGREE 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 123.18 FEET TO A POINT; THENCE SOUTH 61 DEGREE 22 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 188.04 FEET TO A POINT; THENCE SOUTH 87 DEGREE 34 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 255.84 FEET TO A POINT; THENCE SOUTH 88 DEGREE 37 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 49.11 FEET TO A POINT; THENCE SOUTH 86 DEGREE 08 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 131.24 FEET TO A POINT; THENCE SOUTH 73 DEGREE 09 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 177.52 FEET TO A POINT; THENCE SOUTH 17 DEGREE 17 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 1653.82 FEET TO A POINT; THENCE SOUTH 75 DEGREE 09 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 1485.74 FEET TO A POINT; THENCE SOUTH 76 DEGREE 27 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 358.02 FEET TO A ½" RE-BAR FOUND; THENCE SOUTH 74 DEGREE 54 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 2831.37 FEET TO A ½" CRIMP TOP PIPE FOUND; THENCE SOUTH 74 DEGREE 38 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 247.22 FEET TO A POINT; THENCE SOUTH 09 DEGREE 23 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 1177.33 FEET TO A ¾" CRIMP TOP PIPE FOUND; THENCE SOUTH 09 DEGREE 59 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 577.35 FEET TO A AN ANGLE IRON FOUND; THENCE SOUTH 08 DEGREE 10 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 220.85 FEET TO A ¾" CRIMP TOP PIPE FOUND; THENCE SOUTH 12 DEGREE 13 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 228.09 FEET TO A ROCK FOUND; THENCE SOUTH 40 DEGREE 26

ORDINANCE NO. 2019-

MINUTES 43 SECONDS WEST FOR A DISTANCE OF 514.44 FEET TO AN AXLE FOUND; THENCE SOUTH 40 DEGREE 03 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 626.0 FEET TO A 2" ROD FOUND; THENCE SOUTH 48 DEGREE 41 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 411.03 FEET TO A 3/8" RE-BAR FOUND AT A ROCK; THENCE SOUTH 73 DEGREE 30 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 424.17.0 FEET TO A 1" ROD FOUND; THENCE SOUTH 72 DEGREE 31 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 187.95 FEET TO A 3/8" RE-BAR FOUND AT A ROCK; THENCE SOUTH 57 DEGREE 08 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 475.05 FEET TO A ROCK FOUND; THENCE NORTH 27 DEGREE 18 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 151.3 FEET TO A ROCK FOUND; THENCE SOUTH 59 DEGREE 16 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 284.97 FEET TO A ROCK FOUND; THENCE SOUTH 82 DEGREE 31 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 140.10 FEET TO A POINT LOCATED IN THE CENTERLINE OF A CREEK; THENCE ALONG SAID CENTERLINE FOLLOWING THE MEANDERINGS THERE OF FOR THE FOLLOWING COURSED AND DISTANCES: THENCE NORTH 54 DEGREE 24 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 14.71 FEET TO A POINT; THENCE NORTH 24 DEGREE 16 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 117.07 FEET TO A POINT; THENCE NORTH 01 DEGREE 07 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 38.1 FEET TO A POINT; THENCE NORTH 31 DEGREE 54 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 145.64 FEET TO A POINT; THENCE NORTH 78 DEGREE 03 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 20.57 FEET TO A POINT; THENCE NORTH 54 DEGREE 24 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 14.71 FEET TO A POINT; THENCE NORTH 22 DEGREE 34 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 7.84 FEET TO A POINT; THENCE NORTH 00 DEGREE 10 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 33.94 FEET TO A POINT; THENCE SOUTH 87 DEGREE 37 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 21.84 FEET TO A POINT; THENCE NORTH 18 DEGREE 58 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 75.26 FEET TO A POINT; THENCE NORTH 28 DEGREE 39 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 21.39 FEET TO A POINT; THENCE NORTH 73 DEGREE 15 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 16.98 FEET TO A POINT; THENCE SOUTH 45 DEGREE 07 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 28.95 FEET TO A POINT; THENCE SOUTH 25 DEGREE 10 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 119.58 FEET TO A POINT; THENCE NORTH 25 DEGREE 17 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 14.27 FEET TO A POINT; THENCE NORTH 70 DEGREE 48 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 68.36 FEET TO A POINT; THENCE NORTH 31 DEGREE 49 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 16.53 FEET TO A POINT; THENCE SOUTH 05 DEGREE 33 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 66.61 FEET TO A POINT; THENCE SOUTH 61 DEGREE 03 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 47.96 FEET TO A POINT; THENCE NORTH 86 DEGREE 08 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 93.16 FEET TO A POINT; THENCE NORTH 53 DEGREE 40 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 47.78 FEET TO A POINT; THENCE NORTH 42 DEGREE 18 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 138.40 FEET TO A POINT; THENCE SOUTH 60 DEGREE 37 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 95.32 FEET TO A POINT; THENCE NORTH 14 DEGREE 26 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 26.63 FEET TO A POINT; THENCE SOUTH 88 DEGREE 07 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 35.65 FEET TO A POINT; THENCE NORTH 42 DEGREE 47 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 73.93 FEET TO A POINT; THENCE NORTH 14 DEGREE 56 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 38.15 FEET TO A POINT; THENCE SOUTH 86 DEGREE 49 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 124.57 FEET TO A POINT; THENCE SOUTH 71 DEGREE 49 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 69.41 FEET TO A POINT; THENCE NORTH 35 DEGREE 51 MINUTES 58 SECONDS

ORDINANCE NO. 2019-

WEST FOR A DISTANCE OF 89.21 FEET TO A POINT; THENCE SOUTH 81 DEGREE 29 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 76.72 FEET TO A POINT; THENCE NORTH 80 DEGREE 03 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 67.90 FEET TO A POINT; THENCE SOUTH 89 DEGREE 04 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 159.14 FEET TO A POINT; THENCE SOUTH 10 DEGREE 41 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 50.82 FEET TO A POINT; THENCE SOUTH 55 DEGREE 22 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 46.75 FEET TO A POINT; THENCE SOUTH 88 DEGREE 55 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 67.65 FEET TO A POINT; THENCE SOUTH 55 DEGREE 54 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 80.05 FEET TO A POINT; THENCE SOUTH 24 DEGREE 36 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 50.78 FEET TO A POINT; THENCE SOUTH 57 DEGREE 29 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 29.61 FEET TO A POINT; THENCE NORTH 87 DEGREE 12 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 63.19 FEET TO A POINT; THENCE NORTH 44 DEGREE 22 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 28.53 FEET TO A POINT; THENCE SOUTH 79 DEGREE 38 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 40.05 FEET TO A POINT; THENCE SOUTH 63 DEGREE 28 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 78.23 FEET TO A POINT; THENCE SOUTH 76 DEGREE 22 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 45.69 FEET TO A POINT; THENCE SOUTH 47 DEGREE 51 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 18.70 FEET TO A POINT; THENCE NORTH 26 DEGREE 30 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 179.25 FEET LEAVING SAID CENTERLINE OF SAID CREEK TO A ½" RE-BAR FOUND; THENCE NORTH 42 DEGREE 46 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 136.07 FEET TO A ½" REBAR FOUND; THENCE NORTH 43 DEGREE 53 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 169.02 FEET TO A POINT; THENCE NORTH 26 DEGREE 53 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 181.02 FEET TO A ½" RE-BAR FOUND; THENCE SOUTH 38 DEGREE 58 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 71.00 FEET TO A POINT; THENCE NORTH 77 DEGREE 40 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 115.70 FEET TO A POINT; THENCE NORTH 09 DEGREE 39 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 127.94 FEET TO A POINT; THENCE NORTH 44 DEGREE 47 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 1025.79 FEET TO A POINT; THENCE NORTH 05 DEGREE 35 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 433.22 FEET TO A POINT; THENCE NORTH 54 DEGREE 24 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 400.00 FEET TO A POINT; THENCE NORTH 81 DEGREE 20 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 210.25 FEET TO A POINT; THENCE NORTH 69 DEGREE 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 149.96 FEET TO A POINT; THENCE NORTH 62 DEGREE 19 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 65.67 FEET TO A POINT; THENCE SOUTH 63 DEGREE 59 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 26 DEGREE 00 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 295.02 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF GAINES MILL ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 197.163 ACRES MORE OR LESS.

Parcel 15-023-000-014

ALL THAT TRACT OF PARCEL OF LAND LAYING AND BEING IN G.M.D 268 (TADMORE) OF HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE CENTERLINE OF U.S. HIGHWAY NO. 129 WITH THE CENTERLINE OF STATE ROUTE NO. 323;

ORDINANCE NO. 2019-

THENCE NORTH 66 DEGREES 13 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 1267.23 FEET TO A ¼" RE-BAR ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROUTE 323 (80' R/W), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 19 DEGREE 47 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 1329.10 FEET LEAVING SAID RIGHT-OF-WAY TO A POINT LOCATED IN THE CENTERLINE OF THE CREEK; THENCE ALONG SAID CENTERLINE OF SAID CREEK FOLLOWING THE MEANDERINGS THEREOF FOR THE FOLLOWING CALLS; THENCE NORTH 62 DEGREE 21 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 27.76 FEET TO A POINT; THENCE SOUTH 88 DEGREE 46 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 52.59 FEET TO A POINT; THENCE SOUTH 70 DEGREE 50 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 75.42 FEET TO A POINT; THENCE SOUTH 80 DEGREE 30 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 31.56 FEET TO A POINT; THENCE SOUTH 41 DEGREE 59 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 34.34 FEET TO A POINT; THENCE SOUTH 25 DEGREE 39 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 30.96 FEET TO A POINT; THENCE SOUTH 68 DEGREE 54 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 30.69 FEET TO A POINT; THENCE NORTH 84 DEGREE 35 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 73.79 FEET TO A POINT; THENCE SOUTH 74 DEGREE 19 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 42.24 FEET TO A POINT; THENCE SOUTH 27 DEGREE 50 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 20.19 FEET TO A POINT; THENCE SOUTH 08 DEGREE 31 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 11.43 FEET TO A POINT; THENCE SOUTH 48 DEGREE 34 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 39.82 FEET TO A POINT; THENCE SOUTH 31 DEGREE 44 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 50.86 FEET TO A POINT; THENCE NORTH 78 DEGREE 50 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 25.60 FEET TO A POINT; THENCE SOUTH 32 DEGREE 40 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 30.02 FEET TO A POINT; THENCE SOUTH 04 DEGREE 02 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 11.54 FEET TO A POINT; THENCE SOUTH 49 DEGREE 39 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 19.26 FEET TO A POINT; THENCE SOUTH 52 DEGREE 04 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 24.89 FEET TO A POINT; THENCE SOUTH 80 DEGREE 33 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 41.95 FEET TO A POINT; THENCE NORTH 24 DEGREE 00 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 26.53 FEET TO A POINT; THENCE SOUTH 87 DEGREE 07 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 28.15 FEET TO A POINT; THENCE NORTH 61 DEGREE 13 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 66.46 FEET TO A POINT; THENCE SOUTH 82 DEGREE 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 28.80 FEET TO A POINT; THENCE NORTH 34 DEGREE 30 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 27.43 FEET TO A POINT; THENCE SOUTH 86 DEGREE 42 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 49.44 FEET TO A POINT; THENCE NORTH 85 DEGREE 51 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 34.91 FEET TO A POINT; THENCE NORTH 62 DEGREE 03 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 99.13 FEET TO A POINT; THENCE NORTH 07 DEGREE 24 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 13.46 FEET TO A POINT; THENCE NORTH 50 DEGREE 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 39.09 FEET TO A POINT; THENCE NORTH 07 DEGREE 43 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 30.82 FEET TO A POINT; THENCE NORTH 75 DEGREE 29 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 58.21 FEET TO A POINT; THENCE NORTH 24 DEGREE 04 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 32.33 FEET TO A POINT; THENCE SOUTH 76 DEGREE 35 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 26.17 FEET TO A POINT; THENCE NORTH 36 DEGREE 34 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 24.02 FEET TO A POINT; THENCE NORTH 43 DEGREE 55 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 439.08 FEET TO A ROCK; THENCE SOUTH 32 DEGREE 51 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 475.05 FEET TO A 3/8" RBF AT ROCK; THENCE NORTH 07 DEGREE 26 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 187.95 FEET TO A 1" ROD; THENCE NORTH 36 DEGREE 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 424.17 FEET TO A 3/8" RBF AT A ROCK; THENCE SOUTH 41 DEGREE 38 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 411.03 FEET TO A 2" ROD; THENCE SOUTH 40 DEGREE 12 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 248.36 FEET TO A 2"

ORDINANCE NO. 2019-

ROD; THENCE SOUTH 30 DEGREE 51 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 1193.90 FEET TO A ¼" RE-BAR ON THE NORTHERLY RIGHT-OF-WAY STATE ROUTE 323 (80' R/W); THENCE SOUTH 89 DEGREE 50 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 623.26 FEET TO A ¼" RE-BAR LOCATED ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROUTE 323, SAID POINT BEING THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 22.49 ACRES MORE OR LESS.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

The effective date of this Ordinance shall be the first day of the month following approval by the City Council of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A - Narrative

Integrity Development Group

May 8, 2019

City of Gainesville, GA
Department of Planning & Development
300 Henry Ward Way, Suite 303
Gainesville, GA 30501

RE: Rezone / Annexation application
Integrity Development Group ATL, LLC (Parcels 16-022C-00-010 and 15-023-00-014)

To Whom It May Concern:

The application for the annexation into the City of Gainesville and re-zoning is being submitted by Integrity Development Group, ATL, LLC for a parcel of land under contract with the current owner, Mr George Jones. The site consists of Parcels 16-022C-00-010 and 15-023-00-014.

The property is adjoined to the north by a single-family subdivision in the City of Gainesville (Heritage Pointe). The annexation of the property will form a continuous extension of the city south to this proposed subdivision.

The current use of the property is for agricultural and hunting activities. The southern border of parcel 15-023-00-014 ends on Gillsville Hwy across from the Georgia Department of Traffic parcel. The property is mostly wooded.

Use and development of the property as AG-IV is not economically feasible and is not the highest and best use of the property. The southern border of the property is formed by a creek that lends itself to natural buffers for the development of a single-family subdivision.

The Applicant intends to develop the property as a single-family subdivision consisting of up to 375 homes of different sizes with a minimum heated area of 1,600 sq ft. The subdivision will have amenities consisting of a clubhouse, pool and tennis courts. There will be several walking trails to maximize the natural beauty of the area and ample greenspace will be created in the development.

The single-family houses will be served by city sewer. The city has expressed interest to share in the cost of the development of the sewer in this area. The contribution of the applicant and future revenue from this subdivision will offset a significant part of the sewer development cost and regional pump station. The applicant is willing to set aside a part of the property for the location of the regional pump station. This pump station will enable the area to be served by city sewer. This will enable further commercial and industrial development in this area with the potential of a grocery store and other retail establishments.

The price target of the single-family subdivision will serve a much-needed underserved market segment in the eastern side of the City of Gainesville. There is an underserved market segment and great need

Integrity Development Group

for affordable single-family housing in the price range under \$300,000. This will serve the market segment of young families as well as the growing empty nester market with houses with master bedrooms on the main level. This will also provide an opportunity for first time home buyer moving up from the significant rental market in Gainesville. The diverse affordable target market should minimize the impact on the school system as it is not only targeting younger families but also empty nesters.

The proposed zoning will result in medium density single family houses with high quality finishes but affordable prices with yards that are easier to maintain while keeping the natural surroundings with enough provision for open spaces. This proposed development will satisfy a current and anticipated need for the development of the area and provide housing for the new jobs from the proposed industrial park planned within a couple of miles of the property as well as the other segments of the growing Gainesville / Hall County economy.

We welcome the opportunity to meet with the staff of the City of Gainesville planning and development Department to answer any questions or to address any concerns. We respectfully request your approval of this Rezoning / Annexation application.

Sincerely

Integrity Development Group, ALT, LLC



Johnnie Hastings
Managing Member

Enclosures: Rezoning application and attachments.

Architectural elevation drawing of a two-story building. The drawing includes the following details:

- Roof:** Gabled roof with a 12/12 pitch. The roof is labeled "FIBERGLASS SHINGLE ROOFING (CLASS 'C' MIN)".
- Exterior Walls:** Horizontal siding. The lower portion of the walls is labeled "LAP SIDING 1/2\" EXP. PER SPEC.". The upper portion is labeled "6\" FASCIA PER SPEC. 1/4\" FRIEZE".
- Windows:**
 - First floor: Three windows. The leftmost is a double-hung window. The middle is a single-hung window. The rightmost is a double-hung window.
 - Second floor: Three windows. The leftmost is a double-hung window. The middle is a single-hung window. The rightmost is a double-hung window.
- Door:** A single door is located on the first floor, to the right of the windows.
- Dimensions:**
 - Overall height: 9'-1" (from FFL to the top of the roof).
 - Overall width: 24'-0" (from the left edge to the right edge).
 - Roof pitch: 12/12 (indicated by a triangle with a vertical side of 12 and a horizontal side of 1).
 - Window height: 7'-0" (from FFL to the top of the window).
 - Door height: 7'-0" (from FFL to the top of the door).
 - Roof overhang: 6" (from the edge of the roof to the edge of the wall).
- Labels:**
 - "FIBERGLASS SHINGLE ROOFING (CLASS 'C' MIN)"
 - "LAP SIDING 1/2\" EXP. PER SPEC."
 - "6\" FASCIA PER SPEC. 1/4\" FRIEZE"
 - "12/12 PITCH"
 - "FIBERGLASS SHINGLE ROOFING (CLASS 'C' MIN)"

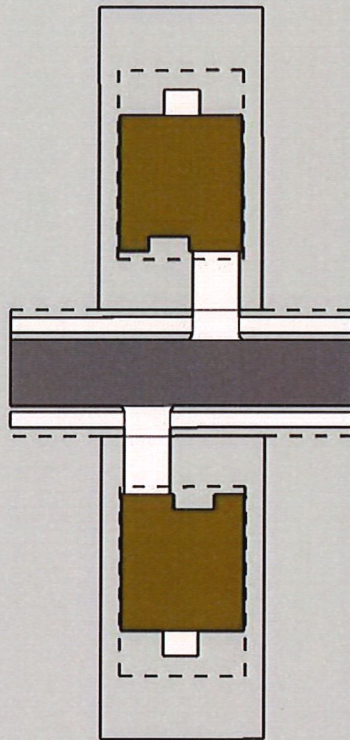
Architectural elevation drawing of a two-story house with a garage. The drawing includes various materials and dimensions:

- Roof:** 12/12 PITCH. Materials include 6" RAKE PER SPEC., SHAKE SIDING PER SPEC., FLASHING PER SPEC., and FIBERGLASS SHINGLE ROOFING (CLASS 10+ MIN).
- Exterior Walls:** BRICK SOLDER, BRICK VENEER PER SPEC., and BRICK SILL.
- Windows:** 12"x24" LOW. DECORATIVE VENT, 5x12 PITCH, and 18" BID SHUTTER PER SPEC.
- Garage:** 6" FASCIA PER SPEC. W/ 4" FRIEZE, BRICK SOLDER, RAISED PANEL GARAGE DOOR, and BRICK VENEER PER SPEC.
- Dimensions:** 8'-1" (Total Height), 7'-0" (Second Floor Height), 9'-1" (Total Height including Garage), 7'-0" (Garage Height), and 6'-0" (Garage Door Height).
- Other Details:** 12"x24" LOW. DECORATIVE VENT, 5x12 PITCH, 5'-0" SOFTENING, and 12"x24" LOW. DECORATIVE VENT.

Page 55 of 155

City of Gainesville, GA
Department of Planning & Development
300 Henry Ward Way, Suite 303
Gainesville, GA 30501

RE: Rezone / Annexation application
Integrity Development Group ATL, LLC (Parcels 16-022C-00-010 and 15-023-00-014)



Typical Lot Layout

Lot dimensions - 120' x 65'
Side setback - 7.5'
Rear setback - 25'
Front setback - 20'
Road Right of way - 50'



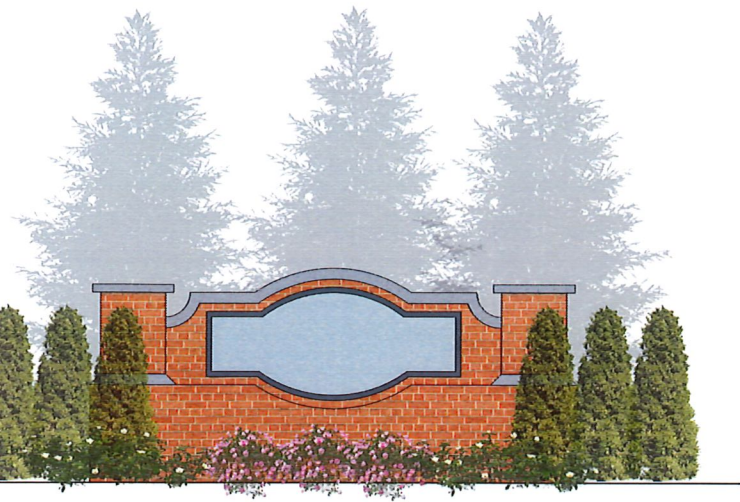




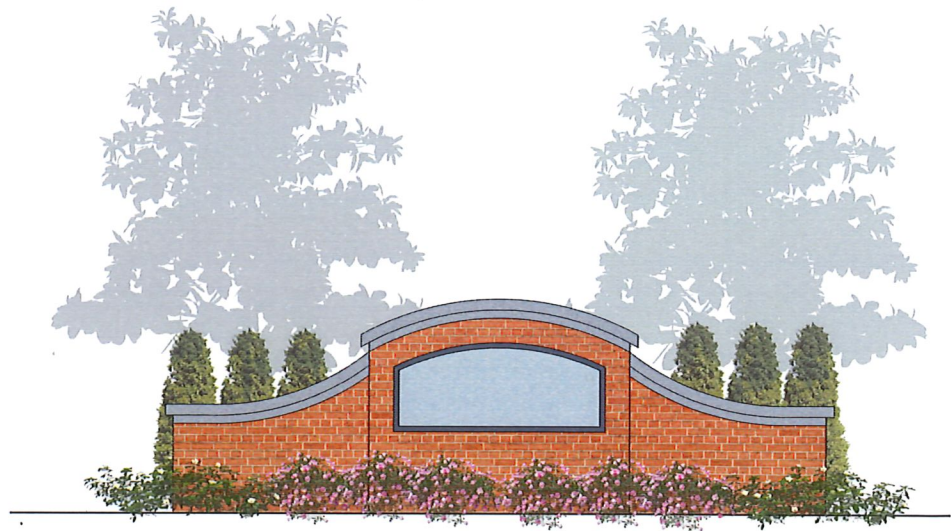
ENTRY MONUMENT SIGN



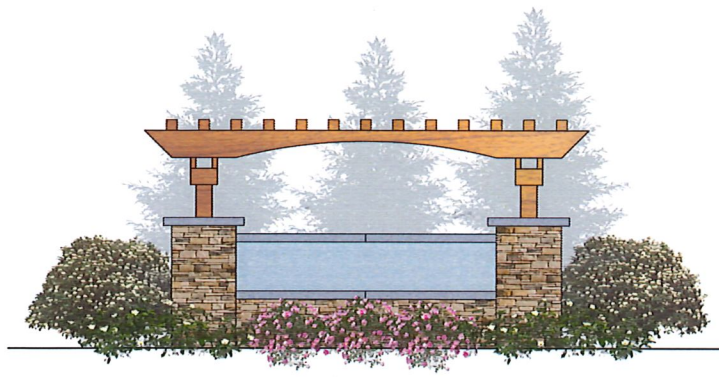
PROJECT MONUMENT SIGN



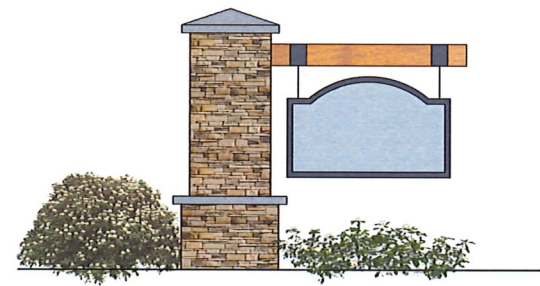
A
ENTRY MONUMENT SIGN "A"
 ELEVATION
 SCALE: 1/2" = 1'-0"



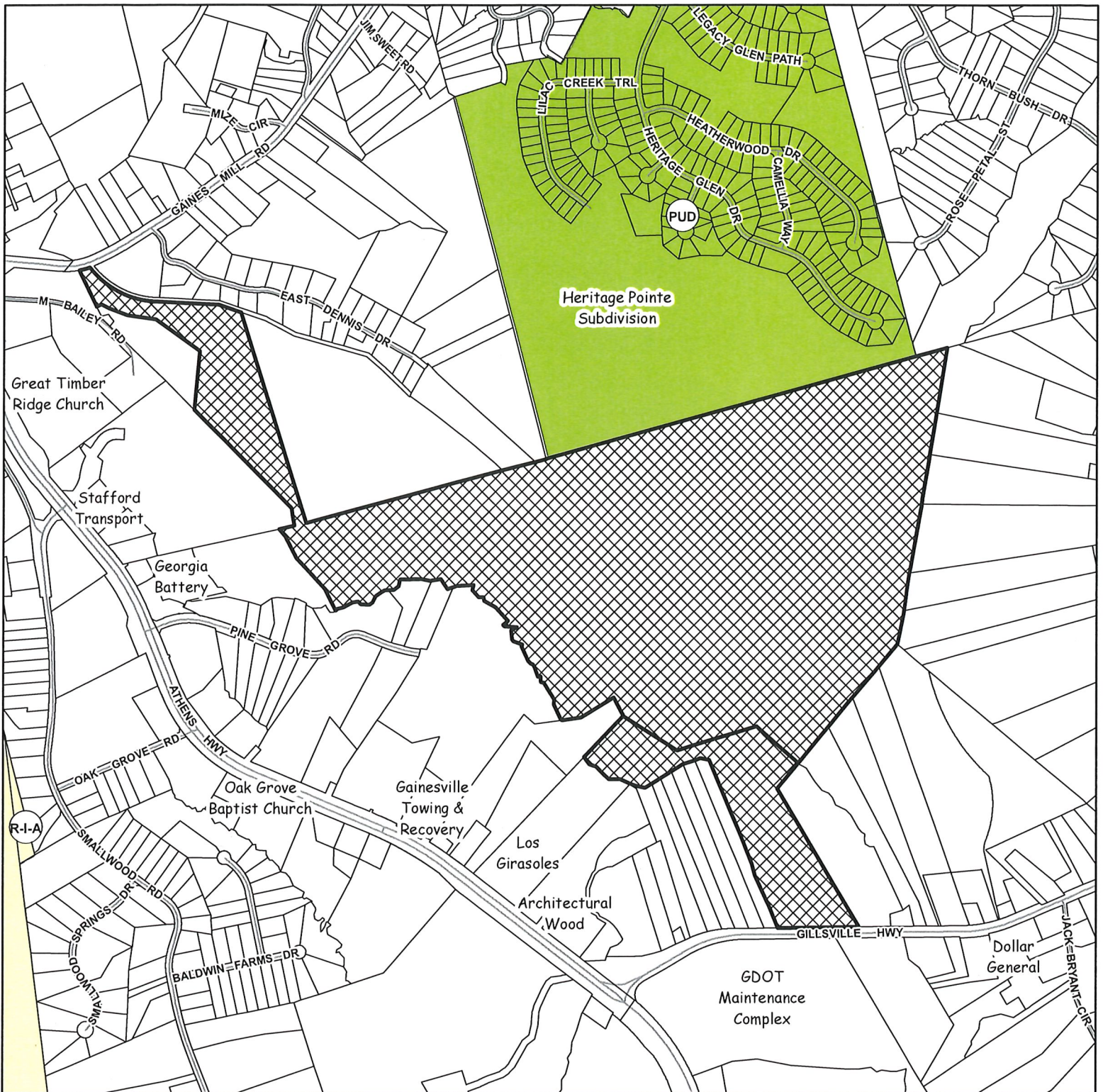
B
ENTRY MONUMENT SIGN "B"
 ELEVATION
 SCALE: 1/2" = 1'-0"



C
ENTRY MONUMENT SIGN "C"
 ELEVATION
 SCALE: 1/2" = 1'-0"



D
ENTRY MONUMENT SIGN "D"
 ELEVATION
 SCALE: 1/2" = 1'-0"



Applicant:
INTEGRITY DEVELOPMENT GROUP, LLC

ANNEXATION REQUEST



Request:

Annex 219.65+/- acres and establish zoning as Planned Unit Development (P-U-D) for 375 single-family homes

Subject Area Address: 2242 Gaines Mill Road; and
 2579 & 2581 Gillsville Highway

Meeting: 07/09/2019

Prepared: 06/05/2019

Community & Economic Development Department

 Subject Property



0 600 1,200 1,800 2,400 Feet

1" = 1,000'

Tax Parcel:

15-022C-000-010 and 15-023-000-010



Applicant:
INTEGRITY DEVELOPMENT GROUP, LLC

ANNEXATION REQUEST



Request:

Annex 219.65+/- acres and establish zoning as Planned Unit Development (P-U-D) for 375 single-family homes

Subject Area Address: 2242 Gaines Mill Road; and
 2579 & 2581 Gillsville Highway

Meeting: 07/09/2019

Prepared: 06/05/2019

Community & Economic Development Department



Subject Property

Aerial from 2018

0 600 1,200 1,800 2,400 Feet



1" = 1,000'

Tax Parcel:

15-022C-000-010 and 15-023-000-010

Integrity Development Group

May 8, 2019

City of Gainesville, GA
Department of Planning & Development
300 Henry Ward Way, Suite 303
Gainesville, GA 30501

RE: Rezone / Annexation application
Integrity Development Group ATL, LLC (Parcels 16-022C-00-010 and 15-023-00-014)

To Whom It May Concern:

The application for the annexation into the City of Gainesville and re-zoning is being submitted by Integrity Development Group, ATL, LLC for a parcel of land under contract with the current owner, Mr George Jones. The site consists of Parcels 16-022C-00-010 and 15-023-00-014.

The property is adjoined to the north by a single-family subdivision in the City of Gainesville (Heritage Pointe). The annexation of the property will form a continuous extension of the city south to this proposed subdivision.

The current use of the property is for agricultural and hunting activities. The southern border of parcel 15-023-00-014 ends on Gillsville Hwy across from the Georgia Department of Traffic parcel. The property is mostly wooded.

Use and development of the property as AG-IV is not economically feasible and is not the highest and best use of the property. The southern border of the property is formed by a creek that lends itself to natural buffers for the development of a single-family subdivision.

The Applicant intends to develop the property as a single-family subdivision consisting of up to 375 homes of different sizes with a minimum heated area of 1,600 sq ft. The subdivision will have amenities consisting of a clubhouse, pool and tennis courts. There will be several walking trails to maximize the natural beauty of the area and ample greenspace will be created in the development.

The single-family houses will be served by city sewer. The city has expressed interest to share in the cost of the development of the sewer in this area. The contribution of the applicant and future revenue from this subdivision will offset a significant part of the sewer development cost and regional pump station. The applicant is willing to set aside a part of the property for the location of the regional pump station. This pump station will enable the area to be served by city sewer. This will enable further commercial and industrial development in this area with the potential of a grocery store and other retail establishments.

The price target of the single-family subdivision will serve a much-needed underserved market segment in the eastern side of the City of Gainesville. There is an underserved market segment and great need

Integrity Development Group

for affordable single-family housing in the price range under \$300,000. This will serve the market segment of young families as well as the growing empty nester market with houses with master bedrooms on the main level. This will also provide an opportunity for first time home buyer moving up from the significant rental market in Gainesville. The diverse affordable target market should minimize the impact on the school system as it is not only targeting younger families but also empty nesters.

The proposed zoning will result in medium density single family houses with high quality finishes but affordable prices with yards that are easier to maintain while keeping the natural surroundings with enough provision for open spaces. This proposed development will satisfy a current and anticipated need for the development of the area and provide housing for the new jobs from the proposed industrial park planned within a couple of miles of the property as well as the other segments of the growing Gainesville / Hall County economy.

We welcome the opportunity to meet with the staff of the City of Gainesville planning and development Department to answer any questions or to address any concerns. We respectfully request your approval of this Rezoning / Annexation application.

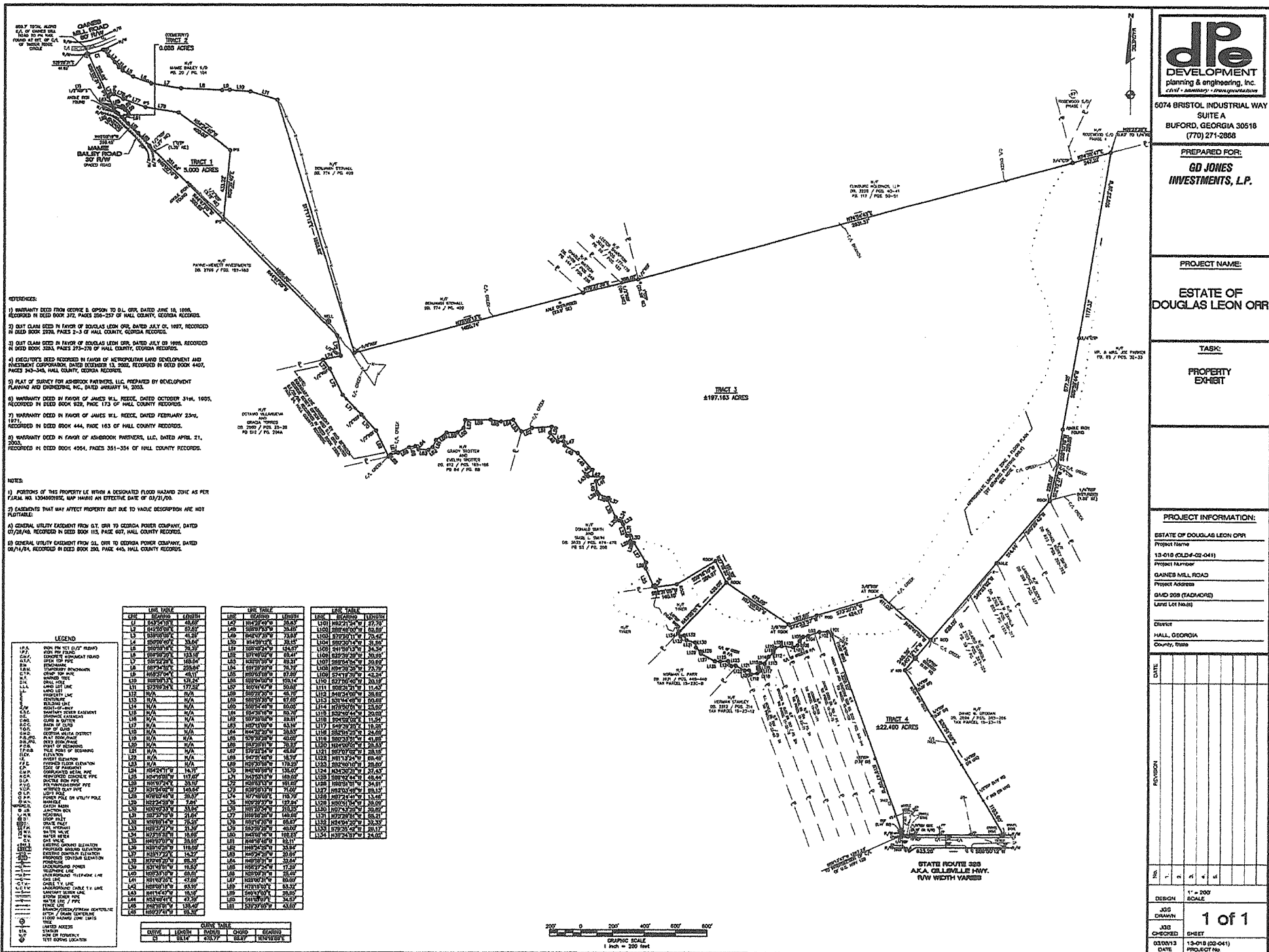
Sincerely

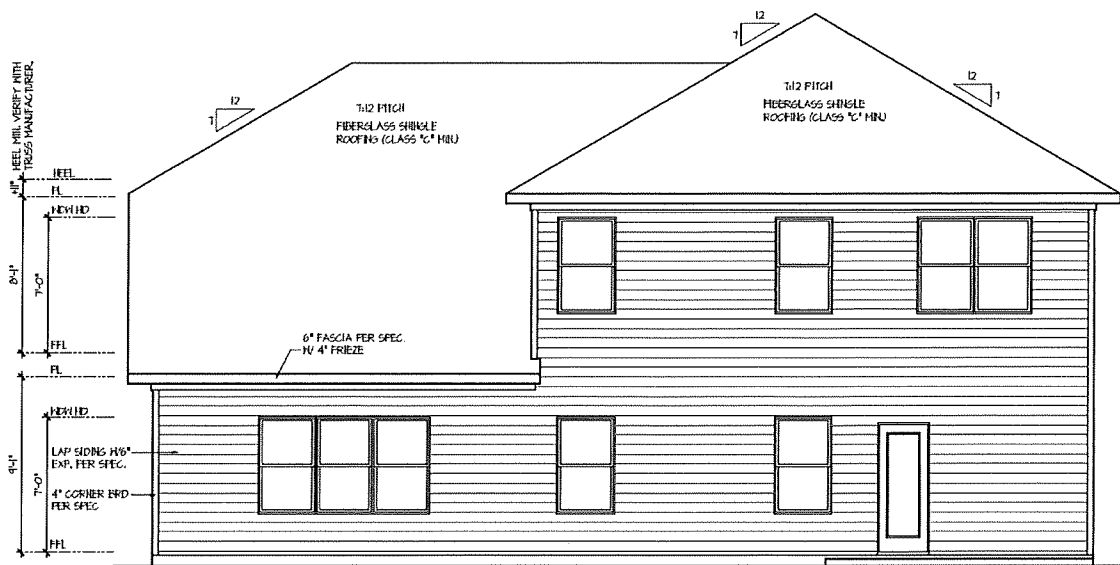
Integrity Development Group, ALT, LLC



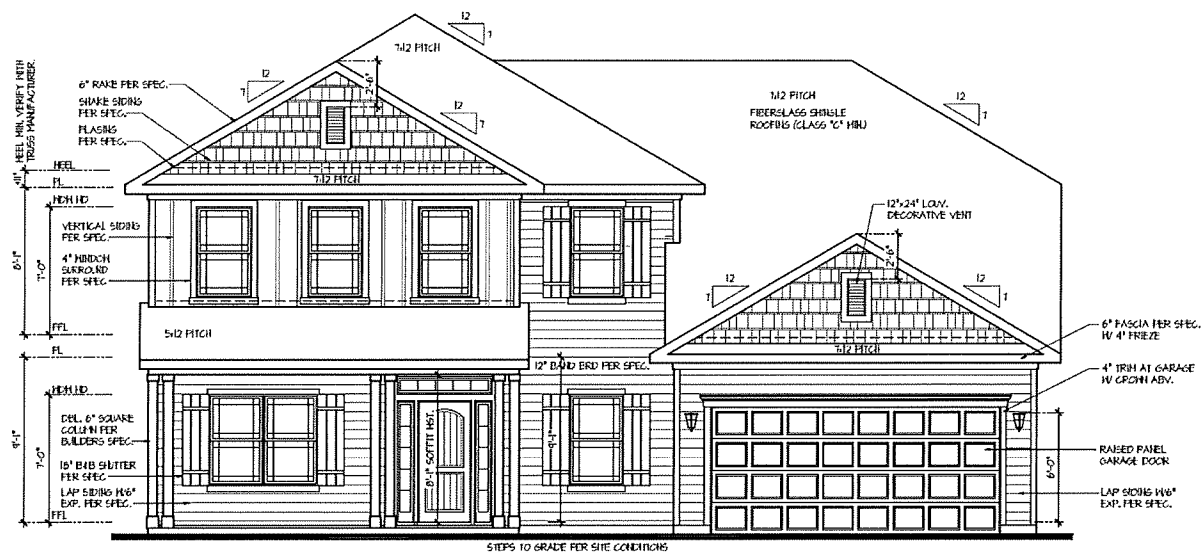
Johnnie Hastings
Managing Member

Enclosures: Rezoning application and attachments.

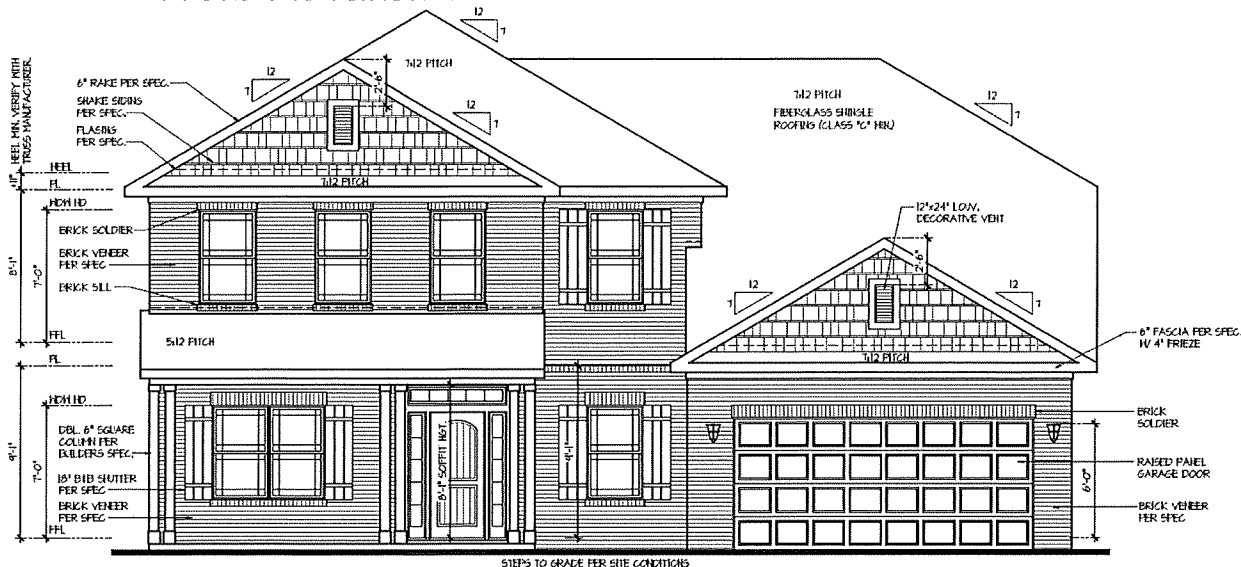




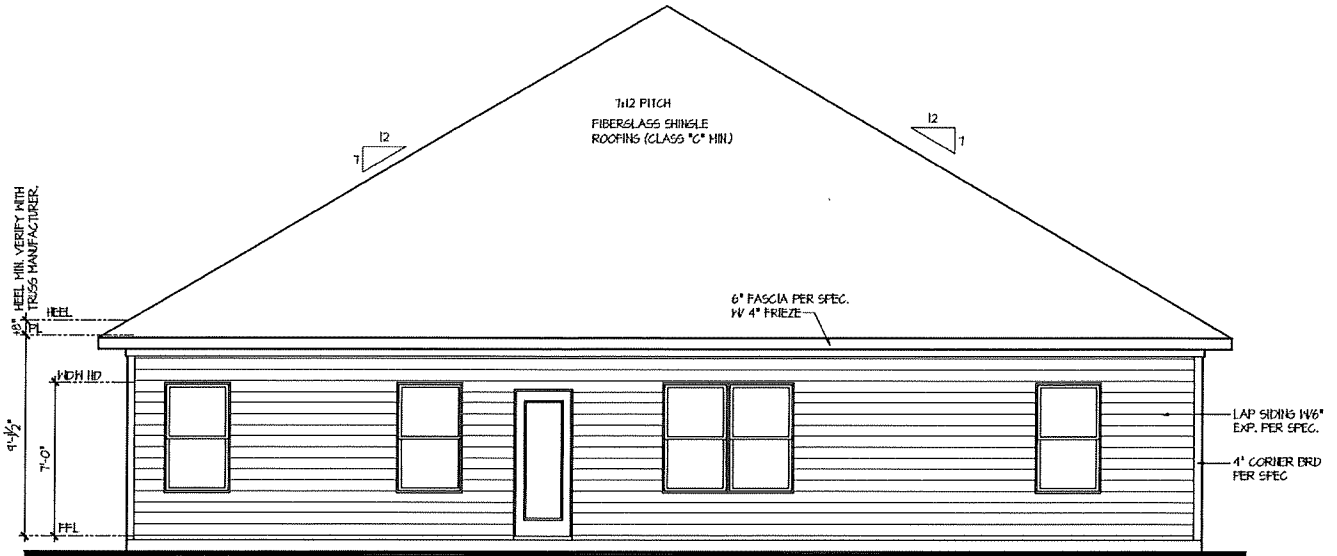
Rear Elevation 'A'



Front Elevation 'A'

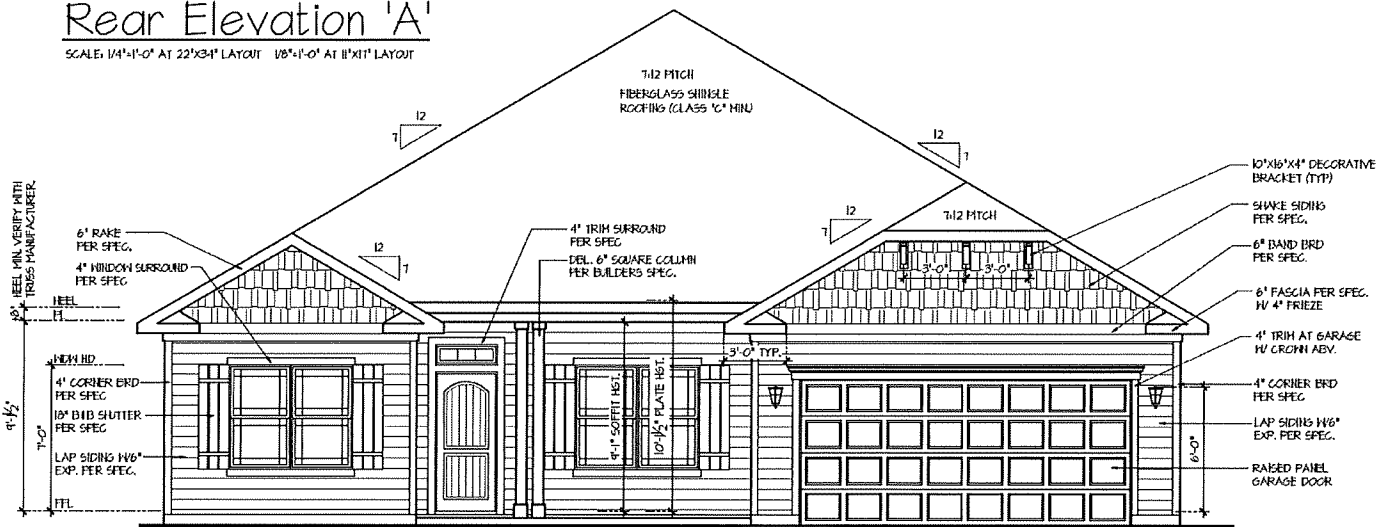


Front Elevation 'A' with Brick Front



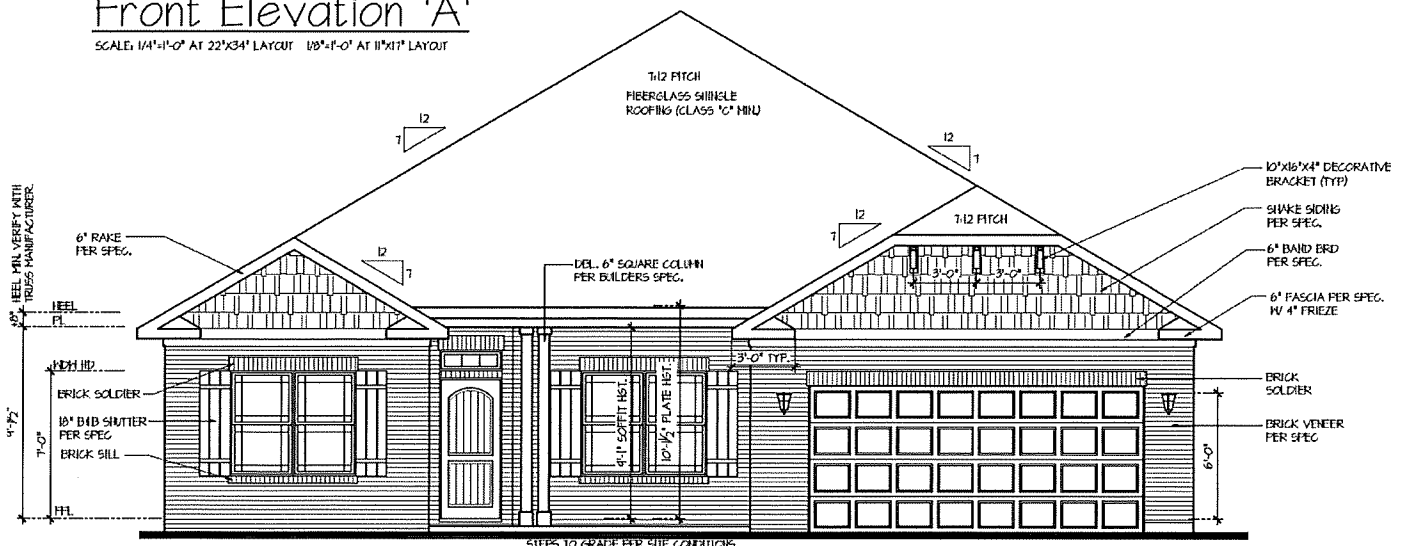
Rear Elevation 'A'

SCALE: 1/4"=1'-0" AT 22'x34' LAYOUT 1/8"=1'-0" AT 11'x11' LAYOUT



Front Elevation 'A'

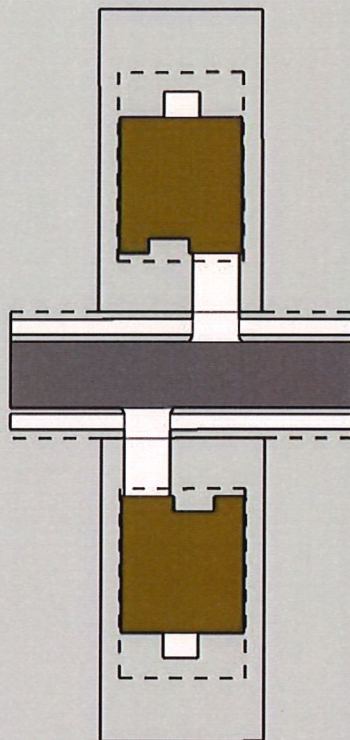
SCALE: 1/4"=1'-0" AT 22'x34' LAYOUT 1/8"=1'-0" AT 11'x11' LAYOUT



Front Elevation 'A' with Brick Front

City of Gainesville, GA
Department of Planning & Development
300 Henry Ward Way, Suite 303
Gainesville, GA 30501

RE: Rezone / Annexation application
Integrity Development Group ATL, LLC (Parcels 16-022C-00-010 and 15-023-00-014)



Typical Lot Layout

Lot dimensions - 120' x 65'
Side setback - 7.5'
Rear setback - 25'
Front setback - 20'
Road Right of way - 50'







ENTRY MONUMENT SIGN



PROJECT MONUMENT SIGN



360
STUDIO

THE LANDSCAPE ARCHITECTURE STUDIO OF
PLANNING & DESIGN LLC, A LANDSCAPE
350 RESEARCH COURT
PEACHTREE CORNER,
GEORGIA 30092
O: 770.451.2741
PECS60STUDIO.COM

THIS DOCUMENT IS A PRELIMINARY DESIGN AND
CONSTRUCTION DOCUMENT. IT IS NOT A CONTRACT.
IT IS THE PROPERTY OF 360 STUDIO AND SHALL NOT
BE REPRODUCED OR TRANSMITTED IN ANY FORM OR
BY ANY MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY
ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM,
WITHOUT THE WRITTEN PERMISSION OF 360 STUDIO.

PROJECT

**GLORE RD @
FLOYD RD**

GLORE ROAD AT
FLOYD ROAD
HABLETON, GA 30126
CITY OF HABLETON
COBB COUNTY,
GEORGIA
LAND LOTS 1074, 1147 &
1073
OF THE 19TH DISTRICT
LAND LOT 30
OF THE 17TH DISTRICT
HERITAGE HOMES OF
GEORGIA, INC.

2700 CUMBERLAND PKWY
SUITE 400
ATLANTA, GA 30339

CONTACT:
JASON WADSWORTH
770.778.0012

REVISION	DATE
1.01	03/2019
1.02	03/2019
1.03	03/2019
1.04	03/2019
1.05	03/2019
1.06	03/2019
1.07	03/2019
1.08	03/2019
1.09	03/2019
1.10	03/2019
1.11	03/2019
1.12	03/2019
1.13	03/2019
1.14	03/2019
1.15	03/2019
1.16	03/2019
1.17	03/2019
1.18	03/2019
1.19	03/2019
1.20	03/2019

DRAWN BY: NR
APPROVED BY: KB

PROJECT NUMBER
13250.00A

SHEET

THIS IS ONLY VALID IF COORDINATED
AND SIGNED WITH ALL ORIGINAL SIGNATURES

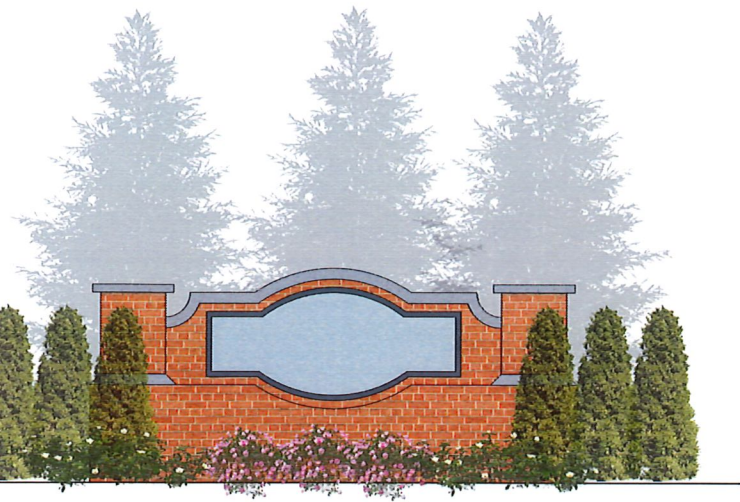
DATE
JUNE 4, 2019

TITLE

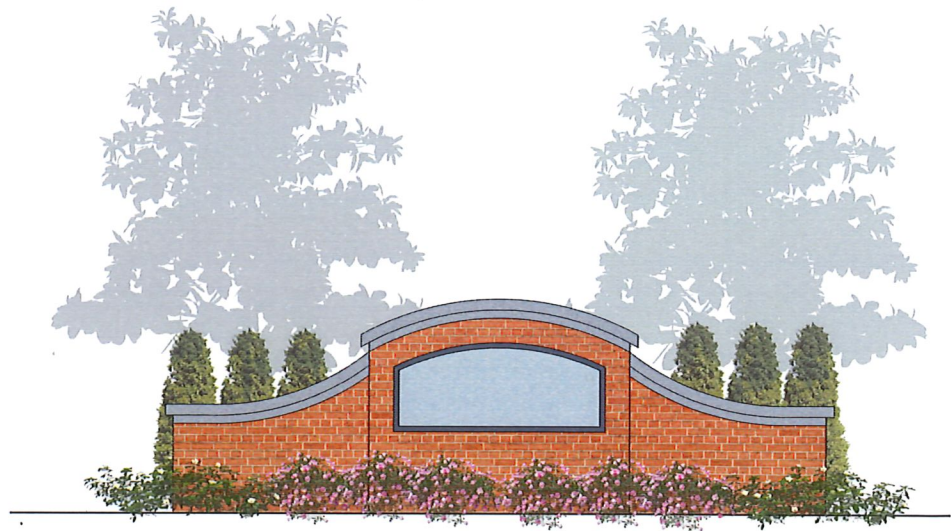
**MONUMENT
SIGNAGE**

SHEET

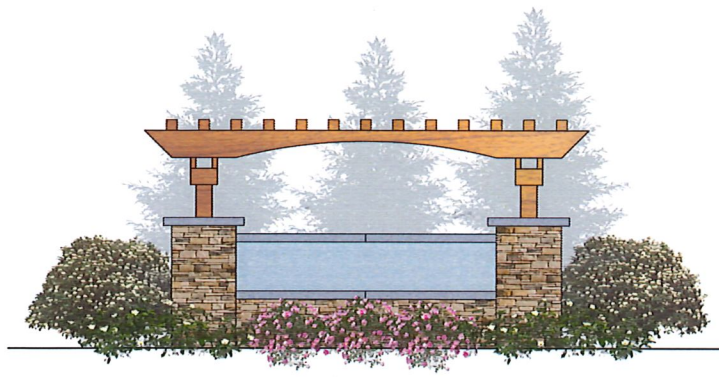
L4.00



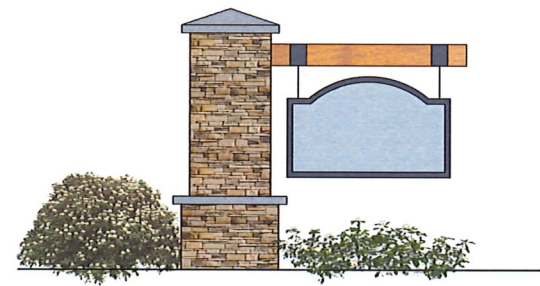
ENTRY MONUMENT SIGN "A"
ELEVATION
SCALE: 1/2" = 1'-0"



ENTRY MONUMENT SIGN "B"
ELEVATION
SCALE: 1/2" = 1'-0"



ENTRY MONUMENT SIGN "C"
ELEVATION
SCALE: 1/2" = 1'-0"



ENTRY MONUMENT SIGN "D"
ELEVATION
SCALE: 1/2" = 1'-0"

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/23/2019

Presenter: Abb Hayes

Item of Business: **Public Hearing Item: August 6, 2019 Council Meeting**
Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718 and 736 Green Street NE; 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O). **Ward Number: Two.** Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026. **Request: 25 townhome units and office space**

Meeting Date: 8/1/2019

Purpose of Request:

The applicant is proposing to rezone the subject property from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O) for 25 residential townhomes and approximately 2,150 square feet of office space. The development will consist of four, two-story buildings ranging from 4 to 8 units per building. Each unit will be approximately 1,935 to 2,488 square feet in size with 3 bedrooms and a one car garage. All but the four-unit building will provide a basement level. The proposed office component is to be located within a portion of the basement level of the largest building. Access to the development is proposed from the adjacent parking lots behind the H. Lloyd Hill & Associates office building, Willis Investment Counsel office building, Mellow Mushroom restaurant and from the existing rear driveway that connects to City Park.

Part of the property is zoned Residential-I (R-I) and Residential and Office (R-O) and a small portion of the property is located within the Green Street Historic District which will require the project to have further approval from the Historic Preservation Commission. The adjacent properties are zoned Residential-I (R-I) and Residential and Office (R-O).

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval with five conditions. See PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2019-:

I move to approve the ordinance to rezone the subject property from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O) with five conditions as presented.

Denial of the Request:

I move to deny the request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Legal Ad	Legal Ad
☐	PAB Recommendation Report	Report
☐	Proposed Rezoning Ordinance	Ordinance
☐	Exhibit A to Proposed Rezoning Ordinance - Narrative	Attachments/Exhibits
☐	Exhibit B to Proposed Rezoning Ordinance - Site Plan	Attachments/Exhibits
☐	Exhibit C to Proposed Rezoning Ordinance - Architectural Renderings	Attachments/Exhibits
☐	Location Maps	Backup Material
☐	Narrative	Backup Material
☐	Survey	Backup Material
☐	Concept Plan	Backup Material
☐	Floor Plans Future Phase	Backup Material
☐	Floor Plans Phase One	Backup Material
☐	Additional Floor Plans	Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, June 23, 2019
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, July 9, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-056-003-026, 057 and 058
Request: Residential duplex
- 2) Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014
Request: 375 single-family homes
- 3) Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718, 736 Green Street, NE; and 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O).
Ward Number: Two
Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026
Request: 25 townhome units and office space
- 4) Request from **Georgia Mountains YMCA, Inc.** Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road.
Ward Number: Two
Request: Road name change

**NOTICE OF PUBLIC HEARING ON PROPOSED
AMENDMENTS TO THE GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, August 6, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-056-003-026, 057 and 058
Request: Residential duplex

- 2) Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014
Request: 375 single-family homes
- 3) Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718, 736 Green Street, NE; and 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O).
Ward Number: Two
Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026
Request: 25 townhome units and office space
- 4) Request from **Georgia Mountains YMCA, Inc.** Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road.
Ward Number: Two
Request: Road name change

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant S & E Holdings
Property Owners S & E Holdings; 718 Green Street, LLC
Location 0, 718, 736 Green Street, NE;
430 Glenwood Drive, NE
Request Rezone from R-I and R-O to R-O
Total Acres 2.48[±] acres
Ward Two
Proposed Use 25 townhomes and office space
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation **Approval, with conditions**
Date July 9, 2019

▪ **Applicant's Proposal and Background Information**

The applicant is proposing to rezone the subject property from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O) for 25 residential townhomes and approximately 2,150 square feet of office space. The development is to be called "Parkview on Green Street". A smaller front portion of the property is zoned R-O and is located within the Green Street Local Historic District. The property consists of part or all of four properties adjacent to City Park / Candler Park and is located behind the H. Lloyd Hill & Associates office building, Willis Investment Counsel office building and Mellow Mushroom restaurant.

The development proposes four, two-story buildings ranging from 4 to 8 units per building at an overall residential density of 10.1 dwelling units per acre. All but the four-unit building "D" will provide a basement level. Each unit will range from 1,935 to 2,488 square feet in size with 3 bedrooms and 2½ to 3½ baths. In addition, each unit will contain a front entry one-car garage and private patio area. An additional 35 surface level parking spaces will be provided for residents and guests. The proposed office component is to be located within a portion of the basement level of the largest building "A" and will consist of 2,154 square feet of space which will function similarly to a mixed-use building.

Access to the development is proposed from the adjacent office and restaurant parking lots and from the existing rear driveway that connects to City Park / Candler Park. The subject property is currently landlocked with no actual road frontage but there are existing access easements in place. Trash pick-up will be private as dumpsters will be provided for the office space and townhomes.

Concurrently with this rezoning application, the applicant has filed an application for a Major Work Project which is scheduled for the August 5th Gainesville Historic Preservation Commission (GHPC) meeting. Being part of a local historic district requires design review by the GHPC of any new construction and/or exterior material changes to the property or building.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	City Park / Candler Park/ Civic Center / Professional offices	Residential-I (R-I) Residential and Office (R-O)
South	Candler Park / Professional offices	Residential-I (R-I) Residential and Office (R-O)
East	City Park / Candler Park	Residential-I (R-I)
West	Professional offices / Mellow Mushroom restaurant	Residential and Office (R-O)

▪ **Other Departmental Comments**

There were no departmental comments for this request.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2017 – A request by Brightstone Transitions to amend a 0.50[±] acre tract zoned Planned Unit Development (P-U-D) located at 446 Green Street was approved with conditions for a group home and office.

2017 – A request by W.L. Norton Agency Inc., to rezone a 0.42[±] acre tract located at 418 Boulevard NE from Residential-II (R-II) to Residential and Office (R-O) was approved with conditions for a professional office.

2015 – A request by Hands on Healing, Inc. for a Special Use for a therapeutic massage and exercise therapy office located at 431 Green Street within Residential and Office (R-O) zoning was approved with one condition.

2014 – A request by Gerald Darby and Bobby Norris for a Special Use for an antique gallery and residence located at 756 Green Street within Residential and Office (R-O) zoning was approved with one condition.

2012 – A request by The Norton Agency Insurance, LLP to rezone a 0.61[±] acre tract located at 424 Boulevard NE from Residential-II (R-II) to Residential and Office (R-O) was approved with conditions for a professional office.

2012 – A request by Dennis & Jill Momper to rezone a 0.51[±] acre tract located at 430 Prior Street NE from Residential-II (R-II) to Residential and Office (R-O) was approved with conditions for a professional office.

2010 – A request by Autumn Leaves Assisted Living Corporation located at 756 Green Street for a Special Use on a 0.61[±] acre tract within a Residential and Office (R-O) zoning district for an assisted living facility was conditionally approved.

2010 – A request by Harold A. Hinchman to rezone a 1.89[±] acres tract located at 1050 Park Street NE from Residential-I (R-I) to Residential-II (R-II) with a special use was denied for a group home for men.

Analysis

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The adjacent and nearby property consists of professional offices, restaurant and park land. The adjacent zoning is Residential-I (R-I) and Residential and Office (R-O). Other nearby uses include the Spa on Green Street, Hall County Board of Education offices, First Baptist Church, Candler Square Condominiums and the Quinlan Visual Arts Center. The proposed zoning and townhome / office use could be considered suitable given the compatible zoning and mixture of nearby office and residential uses.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed development should create minimal negative impacts to the use or usability of the adjacent or nearby property. The proposed townhomes and office space will provide for intown housing within a mixed-use area. City Park and Candler Park will continue to function with limited impacts and will serve the future residents of the townhome development.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Future Development Map for the City of Gainesville places the subject property within the *Mixed-Use General* land use category and within the *Parks/ Recreation/ Conservation* land use category. This *Mixed-Use General* category includes areas containing or planned for a mixture of land uses including office, neighborhood retail, and residential. The *Parks / Recreation / Conservation* land use category includes areas containing or planned for parks and recreation facilities, permanently designated open space, and conservation areas, including buffers along water ways and other environmental features.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Central Core and City Park Neighborhood Center* Character Areas.

The *Central Core* Character Area will continue to evolve as the symbolic heart of the City but should strive for additional office and housing to provide for a more sustainable mix of uses. Historic preservation and sensitive infill are key to maintaining a strong sense of place. Large growth trees and tree canopy should be preserved.

The vision for the *City Park Neighborhood Center* Character Area states that new development should be compatible with the small scale of the older structures, and parking should be located to the rear with inter-parcel connectivity where possible. The area is not anticipated to see major economic growth, but remain oriented toward addressing existing neighborhood needs. Businesses providing basic goods and services that neighborhood residents depend on in daily life (for example food, household supplies, medicine, etc.) should be encouraged. Locally-owned / family-owned businesses should be promoted to encourage small business investment / entrepreneurship. Land uses allowed include mixed-use, commercial and public/institutional.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

Most of the property is zoned Residential-I (R-I) which is mostly restricted to single-family detached homes. The Residential and Office (R-O) zoned portion currently permits the proposed use but would be limited in scale if developed independently. Therefore, the proposed townhomes and office use requires the majority of the property to be rezoned. If the request were to be denied, the property could remain as undeveloped property or combined with other adjacent R-O zoned property for single-family, multi-family or light office uses.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The proposed use should have minimal impacts to public facilities as it is close to downtown Gainesville. Water and sewer capacity is adequate to serve the proposed use. The Gainesville Fire and Police Departments currently respond to the property as Fire Station #2 is approximately 0.5± miles from the subject property.

According to the "Trip Generation Manual" as published by the Institute of Transportation Engineers, the proposed townhomes at build out could generate approximately 14 A.M. and 16 P.M. peak hour trips and 29± new trips per weekday. The proposed office use at build out could generate approximately 4 A.M. and 4 P.M. peak hour trips and 24± new trips per weekday. The development will have one private driveway access point to City Park and as many as four access points to Green Street including one signalized access across from Ridgewood Avenue.

Impacts to the City school system are expected to be minimal given there are only 25 units proposed and the residential townhomes with some of the units occupied by empty nesters.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The property has historically remained as undeveloped private property and park land. Over the last 35+ years, most of the existing structures along Green Street have converted to professional offices, restaurant and service uses due to the district being rezoned to Residential and Office (R-O) in 1981. Intown lots for housing is very limited but there is a growing demand due to nearby shopping, restaurants, entertainment, education, services and medical care.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Based on the subject property's proximity within city limits and other residential properties, the proposal with the zoning conditions recommended by staff appears to promote a reasonable balance between the promotion of the public health, safety, morality, or general welfare, and the right to unrestricted use of property.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this rezoning request with **Residential and Office (R-O) zoning**, based on the Comprehensive Plan and the adjacent mixture of uses.

Conditions

- 1. The development standards within the narrative, site plan and architectural renderings submitted with the applicant's rezoning application shall be made part of the zoning ordinance, and shall be subject to the approval of the Gainesville Historic Preservation Commission and the Director of the Community and Economic Development Department.**
- 2. The subject property shall be limited to the proposed residential townhomes and office use. Multi-family apartments are not an approved use for the property.**

3. The existing trees located within the subject property shall remain except for what is only necessary to be removed for the development. The replacement trees as part of the required tree/landscape plan shall be at minimum 3-inch caliper size and consist of evergreen and deciduous trees. In addition, the applicant shall replant the evergreen buffer around the off-site detention pond if the existing trees are removed. The number, location, spacing, size and type of trees planted shall be subject to the approval of the Director of Community and Economic Development Department.
4. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director. All required access / traffic / sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer.
5. An updated as-built survey/plat of the subject property, indicating existing conditions and all improvements shall be recorded prior to obtaining a Certificate of Occupancy for the future use.

Excerpts from the July 9, 2019 PAB Meeting Minutes

Applicant Presentation: Steven Hill, 1885 Lake Warner Road, stated he would like to add 25 townhome units, which would be energy efficient and low maintenance. Mr. Hill stated that due to the layout of the townhomes they were able to save the trees below the units toward the park. He states that he will probably have one of the three-story units himself. He felt the townhomes would provide easy access to downtown shopping, restaurants, parks and offices.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend conditional approval of the request to rezone the subject property from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O) zoning for 25 townhome units and office space with the following conditions:

Conditions

1. The development standards within the narrative, site plan and architectural renderings submitted with the applicant's rezoning application shall be made part of the zoning ordinance, and shall be subject to the approval of the Gainesville Historic Preservation Commission and the Director of the Community and Economic Development Department.
2. The subject property shall be limited to the proposed residential townhomes and office use. Multi-family apartments are not an approved use for the property.
3. The existing trees located within the subject property shall remain except for what is only necessary to be removed for the development. The replacement trees as part of the required tree/landscape plan shall be at minimum 3-inch caliper size and consist of evergreen and deciduous trees. In addition, the applicant shall replant the evergreen buffer around the off-site detention pond if the existing trees are removed. The number, location, spacing, size and type of trees planted shall be subject to the approval of the Director of Community and Economic Development Department.

4. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director. All required access / traffic / sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer.
5. An updated as-built survey/plat of the subject property, indicating existing conditions and all improvements shall be recorded prior to obtaining a Certificate of Occupancy for the future use.

Motion made by Board Member Martin
Motion seconded by Board Member Delgado
Vote – 7 favor

Passed: _____

AN ORDINANCE

No. 2019-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 2.48± ACRES TRACT LOCATED EAST OF THE INTERSECTION OF GREEN STREET AND RIDGEWOOD DRIVE AND WEST OF GLENWOOD DRIVE (A/K/A 0, 718, 736 GREEN STREET, NE; AND 430 GLENWOOD DRIVE, NE) FROM RESIDENTIAL-I (R-I) AND RESIDENTIAL AND OFFICE (R-O) TO RESIDENTIAL AND OFFICE, WITH CONDITIONS (R-O-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Residential and Office, with conditions (R-O-c)**:

Conditions

- 1. The development standards within the narrative, site plan and architectural renderings submitted with the applicant's rezoning application shall be made part of the zoning ordinance, and shall be subject to the approval of the Gainesville Historic Preservation Commission and the Director of the Community and Economic Development Department.**
- 2. The subject property shall be limited to the proposed residential townhomes and office use. Multi-family apartments are not an approved use for the property.**
- 3. The existing trees located within the subject property shall remain except for what is only necessary to be removed for the development. The replacement trees as part of the required tree/landscape plan shall be at minimum 3-inch caliper size and consist of evergreen and deciduous trees. In addition, the applicant shall replant the evergreen buffer around the off-site detention pond if the existing trees are removed. The number, location, spacing, size and type of trees planted shall be subject to the approval of the Director of Community and Economic Development Department.**
- 4. All access point design for the subject property shall require review and approval by the Gainesville Public Works Department Director. All required access / traffic / sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer.**

5. An updated as-built survey/plat of the subject property, indicating existing conditions and all improvements shall be recorded prior to obtaining a Certificate of Occupancy for the future use.

Legal Description

All that tract or parcel of land lying and being in Land Lot 147, 9th District, City of Gainesville, Hall County, Georgia and being more particularly described as follows:

Commencing at a nail found at the centerline intersection of Glenwood Drive & Billy Martin Drive; Thence S26°03'24"E 279.37' to an iron pin found (½" rebar), said point being the Point of Beginning; Thence S46°56'14"W 106.93' to an iron pin found (½" rebar); Thence S16°20'50"W 158.02' to an iron pin found (½" rebar); Thence S17°35'41"W 204.18' to an iron pin found (½" rebar); Thence N24°54'03"W 99.85' (¾" crimped top pipe); Thence N11°24'44"W 103.93' to a point; Thence N21°41'50"W 99.98' to an iron pin found (½" rebar); Thence N68°40'51"E 11.53' to an iron pin found (½" rebar); Thence N27°54'12"W 109.28' to an iron pin found (½" rebar); Thence S36°48'20"W 12.32' to an iron pin found (½" rebar); Thence S36°38'18"W 31.79' to an iron pin found (½" rebar); Thence N51°57'51"W 23.77' to an iron pin found (½" rebar); Thence N36°09'47"E 35.14' to a point; Thence a chord bearing of N10°50'34"W subtended by a chord distance of 2.64' along an arc distance of 2.96' and with a radius of 1.80' to a point; Thence N68°13'51"W 22.02' to a point; Thence a chord bearing of N74°31'23"W subtended by a chord distance of 11.77' along an arc distance of 11.80' and with a radius of 44.58' to a point; Thence a chord bearing of N74°57'18"W subtended by a chord distance of 40.02' along an arc distance of 40.04' and with a radius of 374.07' to a point; Thence S88°28'41"W 8.22' to a point; Thence N80°14'40"W 25.64' to a nail found; Thence N29°46'23"W 123.48' to an iron pin set (½" rebar); Thence N59°11'14"E 34.00' to an iron pin found (½" rebar); Thence N33°23'03"W 18.02' to an iron pin set (½" rebar); Thence N59°09'07"E 79.33' to an iron pin set (½" rebar); Thence S20°53'57"E 18.27' to an iron pin found (¾" crimped top pipe); Thence S68°26'17"E 452.10' to an iron pin found (½" rebar), said point being the Point of Beginning. Said tract contains 2.49 acres.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A - Narrative



PV *Park View* *on* *Green Street*

In Town Living
736 B Green Street NE
Gainesville, Georgia
Park View, L.L.C.

PV Park View on Green Street

Dear Gainesville enthusiasts,

May 1, 019

Thank you for your interest in Park View on Green Street Town Homes. Our vision for this project started many years ago. We knew there was a great deal of interest in this type of lifestyle living in downtown Gainesville. This downtown living lifestyle provides the greatest convenience to locations in and around Gainesville. The location of Park View, coupled with the luxury designed town homes and beautiful vistas, is the ideal solution for anyone looking for in city living. Twenty five residents will have the pleasure of calling Park View home.

The intent of this brochure is to provide as much information as we are able to at this stage of our development. As time progresses we may need to make slight amendments to our plans; but it is our pleasure to give you Park View on Green Street, in town living Gainesville, Georgia.

Again, we do appreciate your interest and look forward to working with you.

Sincerely,

Park View Development Team

Contact us at [-----.com](http://www.parkviewdevelopment.com) or call us at 770-532-8756

Oral representations cannot be relied upon as correctly stating representations of the seller. For correct representations, reference should be made to the final sales brochure and required documents

Overview of request

The subject of this rezoning request is 2.48 Acres. Part of the property is zoned R-0 (residential office) and the back parcel is zoned R-1. We are requesting that all of the parcel be zoned R-0 (residential office).

Project Overview

Park View developers are proposing to construct 25 Unit town homes in multiple phases which includes three bedroom units ranging from 1,935 square feet to 2,189 square feet and three bedroom units at 2,448 square feet.

Park View will be a low maintenance structure, with gated garden entries. Situated on the development are four (4) building structures.

Building A (phase I) unit 1 is a 2 story three bedroom at 1,935 square feet. Ground floor includes entry garden, 1 car garage/storage, entry foyer, ½ bath, living, dining and kitchen with balcony off the living/dining. Upstairs is a large master bedroom, large master bath, large walk in closet, two guest rooms, guest bath, and large laundry room. Attic access by pull down stairs is provided at the corridor adjacent to the laundry room for additional storage. Units 2 is a 2 story three bedroom at 2,189 square feet. Units, 4, 5, 6, 7, and 8 are 3 story three bedrooms at 2,448 square feet. These units have the same amenities as units 1 and 3 but will include a lower level game room, study, bathroom and an outside patio.

Building B (future phase) units 1 thru 7 are 3 story three bedroom at 2,448 square feet. Ground floor includes entry garden, 1 car garage/storage, entry foyer, ½ bath, living, dining and kitchen with balcony off the living/dining. Upstairs is a large master bedroom, large master bath, large walk in closet, two guest rooms, guest bath, and large laundry room. Attic access by pull down stairs is provided at the corridor adjacent to the laundry room for additional storage. Lower level has a game room, study, bathroom and an outside patio.

Building C (future phase) units 1 thru 6 are 3 story three bedroom at 2,488 square feet. Ground floor includes entry garden, 1 car garage/storage, entry foyer, ½ bath, living, dining and kitchen with balcony off the living/dining. Upstairs is a large master bedroom, large master bath, large walk in closet, two guest rooms, guest bath and large laundry room. Attic access by pull down stairs is provided at the corridor adjacent to the laundry room for additional storage. Lower level has a game room, study, bathroom and an outside patio.

Project Overview (continued)

Building D (future phase) units 1 thru 4 are 2 story three bedroom at 1,935 square feet. Ground floor includes entry garden, 1 car garage/storage, entry foyer, ½ bath, living, dining and kitchen with balcony off the living/dining. Upstairs is a large master bedroom, large master bath, large walk in closet, two guest rooms, guest bath, and large laundry room. Attic access by pull down stairs is provided at the corridor adjacent to the laundry room for additional storage.

Zoning request

The land owners are requesting that the existing R-1 zoning be amended to change from R-1 to R-0 with use permit for residential office.

Existing versus proposed zoning

At this time .419 acres of the development is zoned R-0, 2.48 acres of the development is zoned R-1. The R-1 zoning parcel has R-0 zoning to the west, R-0 to the north and City Park to the east.

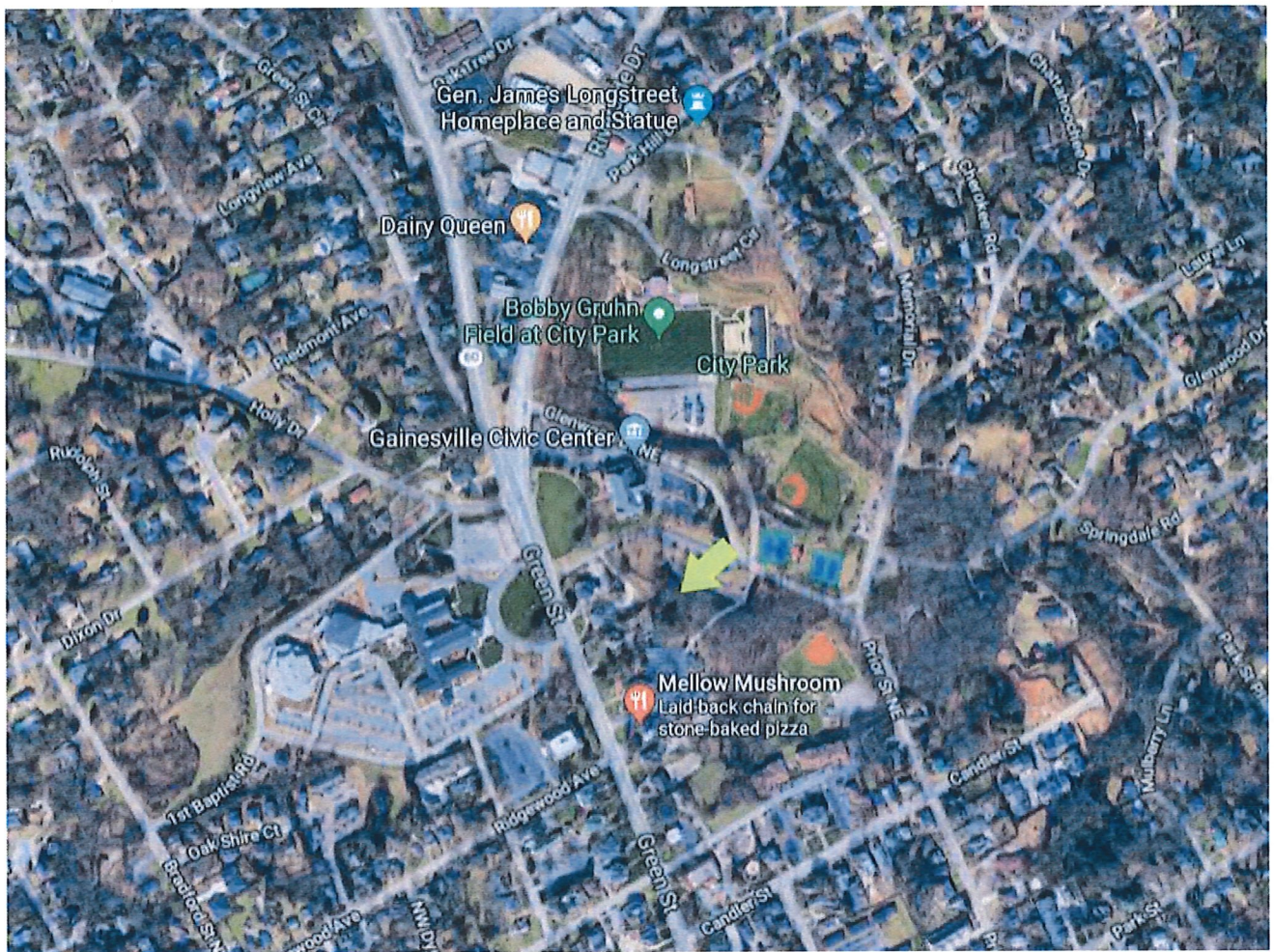
Single family residential is not compatible with the residential/office adjacent to the property and from a financial stand point and would not be feasible.

R-0 (residential/office) is the desired zoning for the development in that it is the natural extension of the existing R-0 properties.



RENDERING OF TOWNHOMES BUILDING "A" PHASE I GREEN STREET SIDE

The town homes will sit in a picturesque setting overlooking City Park off Green Street. Access to the property is from Green Street and from Glennwood Drive to the back. In the immediate surrounding area the majority of the makeup is residential and offices. Because of its close proximity to downtown, we anticipate most residence will walk, bike or Uber. Adjacent to the site is a restaurant and close proximity to grocery stores, shops, restaurants and the Civic Center. The town homes over look the beautiful woods of City Park and is within 3 blocks of Brenau University.



Surrounding Properties:

Within the block, as well as the properties to the north and south, there is predominately R-0 (residential office) zoning.

The property is 3½ blocks from downtown and overlooks City Park. South on Green Street, east on Candler Street and south on Boulevard is Brenau University.

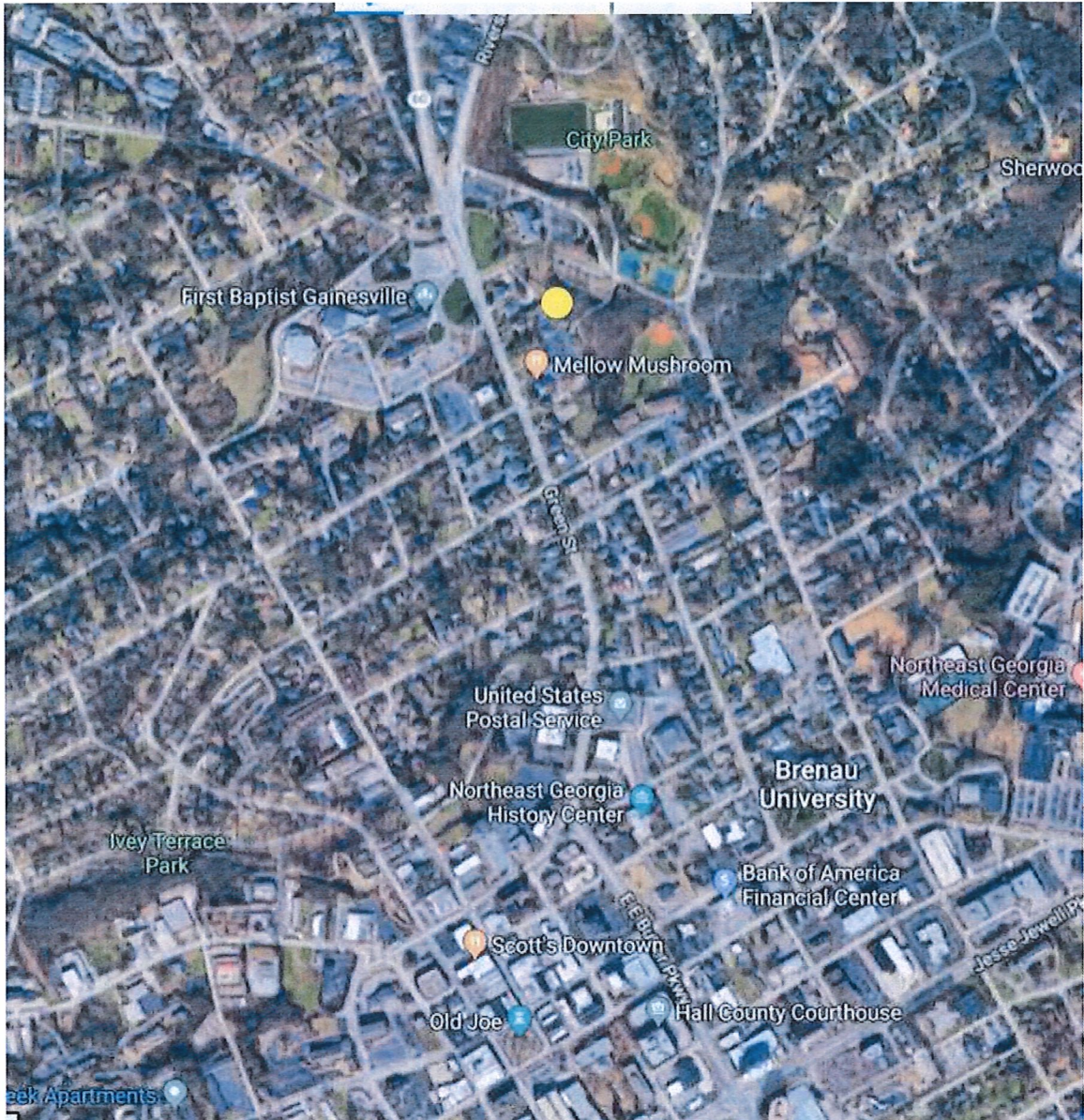
RELATIONSHIP TO ADJACEMENT PROPERTIES

Below is an aerial map of the immediate area with the subject parcel outlined.



Site Description

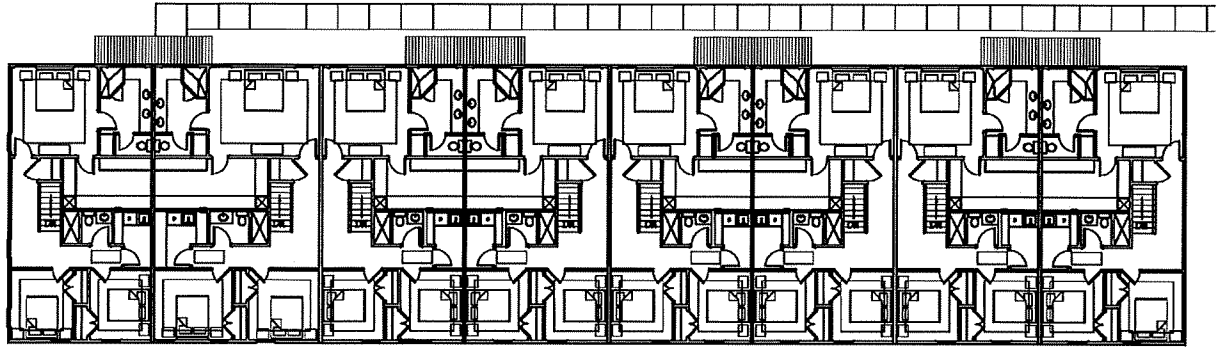
The property consists of 2.48 Acres. Part of the property is zoned R-0 (residential office) and the back parcel is zoned R-1. We are requesting that all of the parcel be zoned R-0 (residential office).



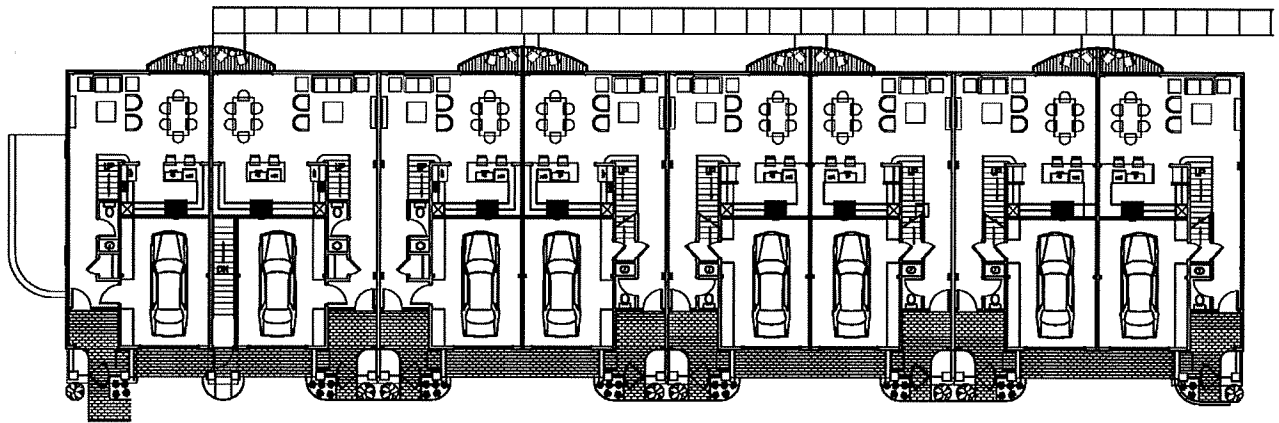
[illegible]

AS1

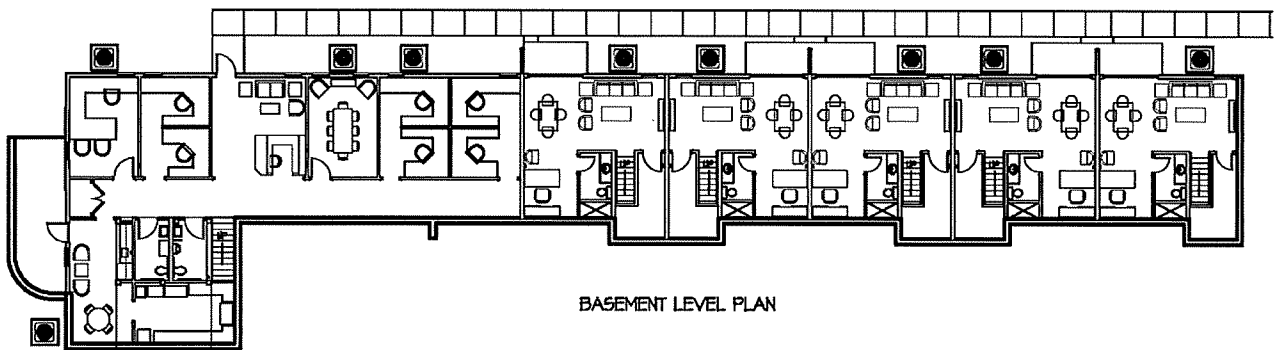
EXHIBIT C - Architectural Renderings



UPPER LEVEL PLAN

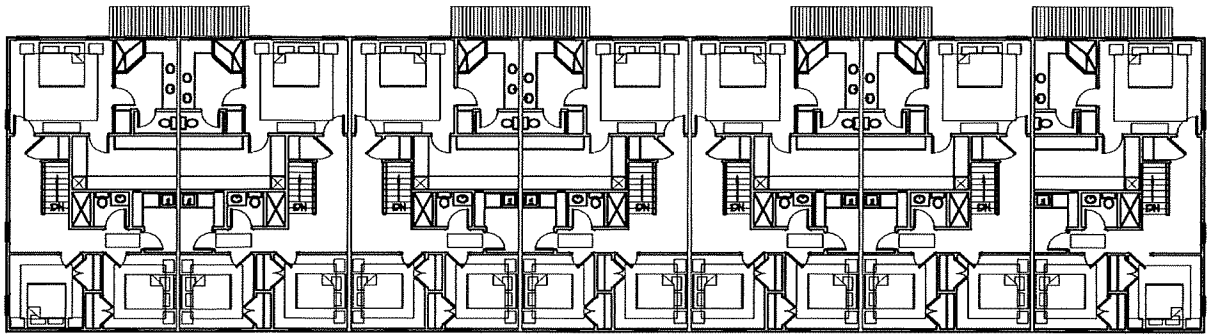


MAIN LEVEL PLAN

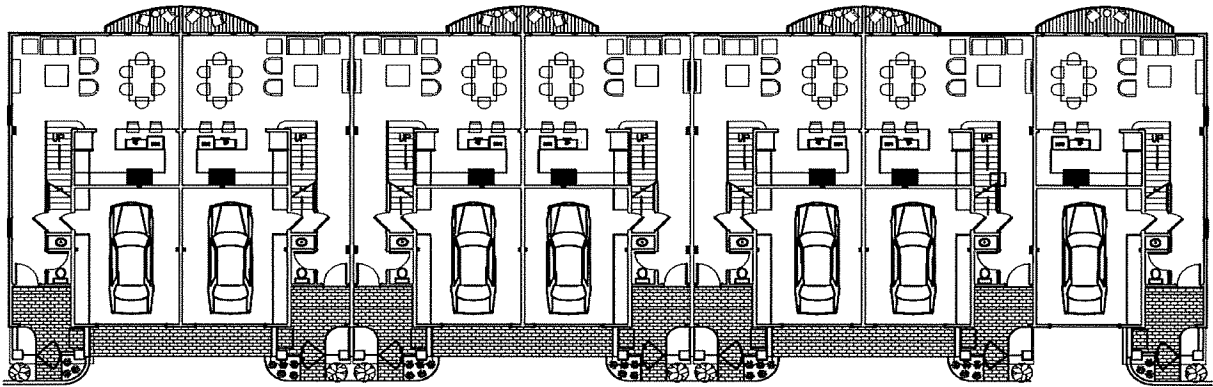


BASEMENT LEVEL PLAN

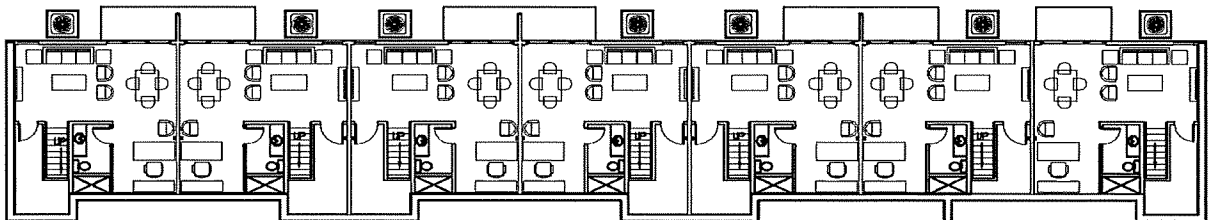
Overall plan Building "A"
PHASE I



UPPER LEVEL PLAN

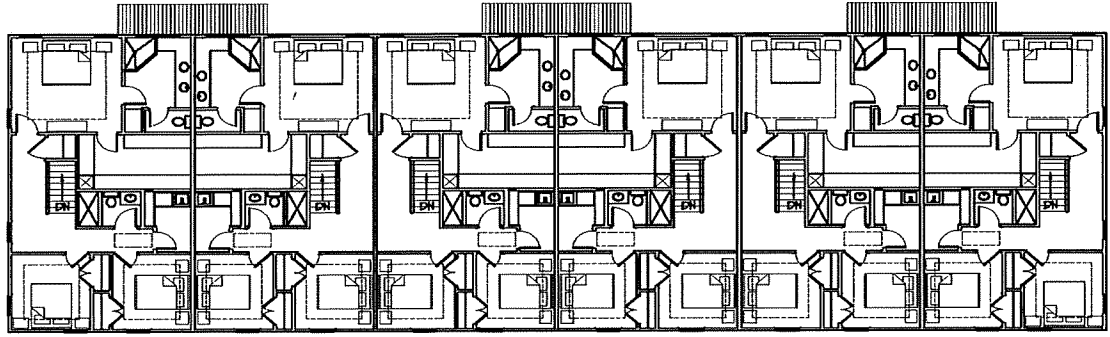


MAIN LEVEL PLAN

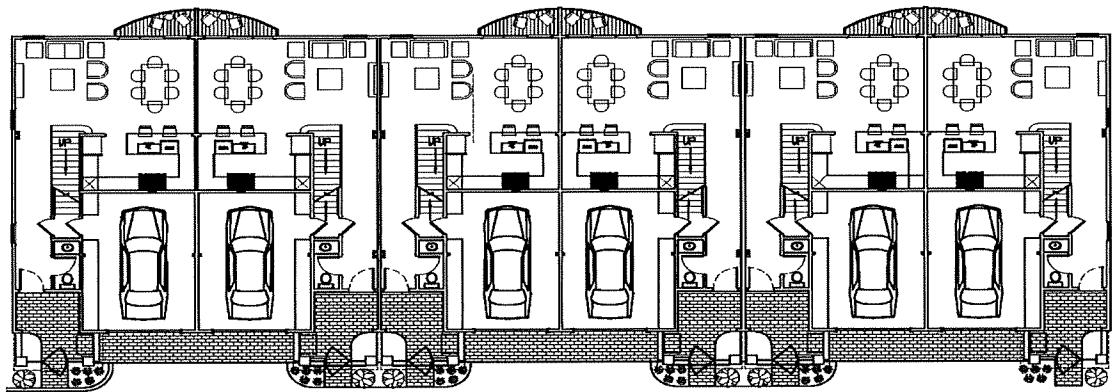


BASEMENT LEVEL PLAN

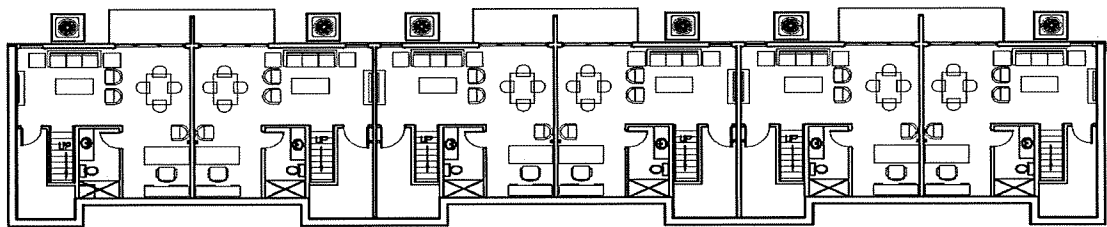
Overall plan Building "B" FUTURE PHASE



UPPER LEVEL PLAN

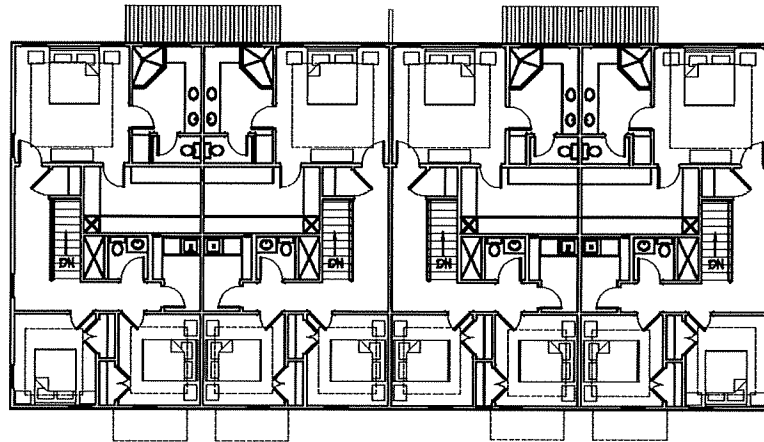


MAIN LEVEL PLAN

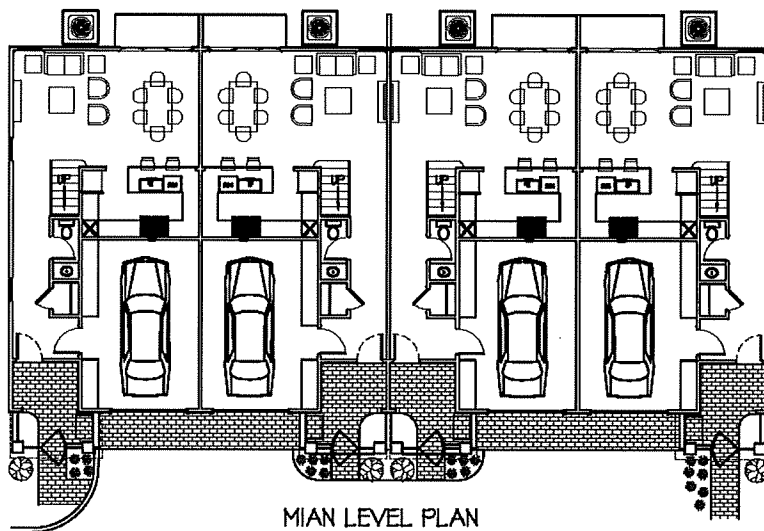


BASEMENT LEVEL PLAN

Overall plan Building "C"
FUTUR PHASE

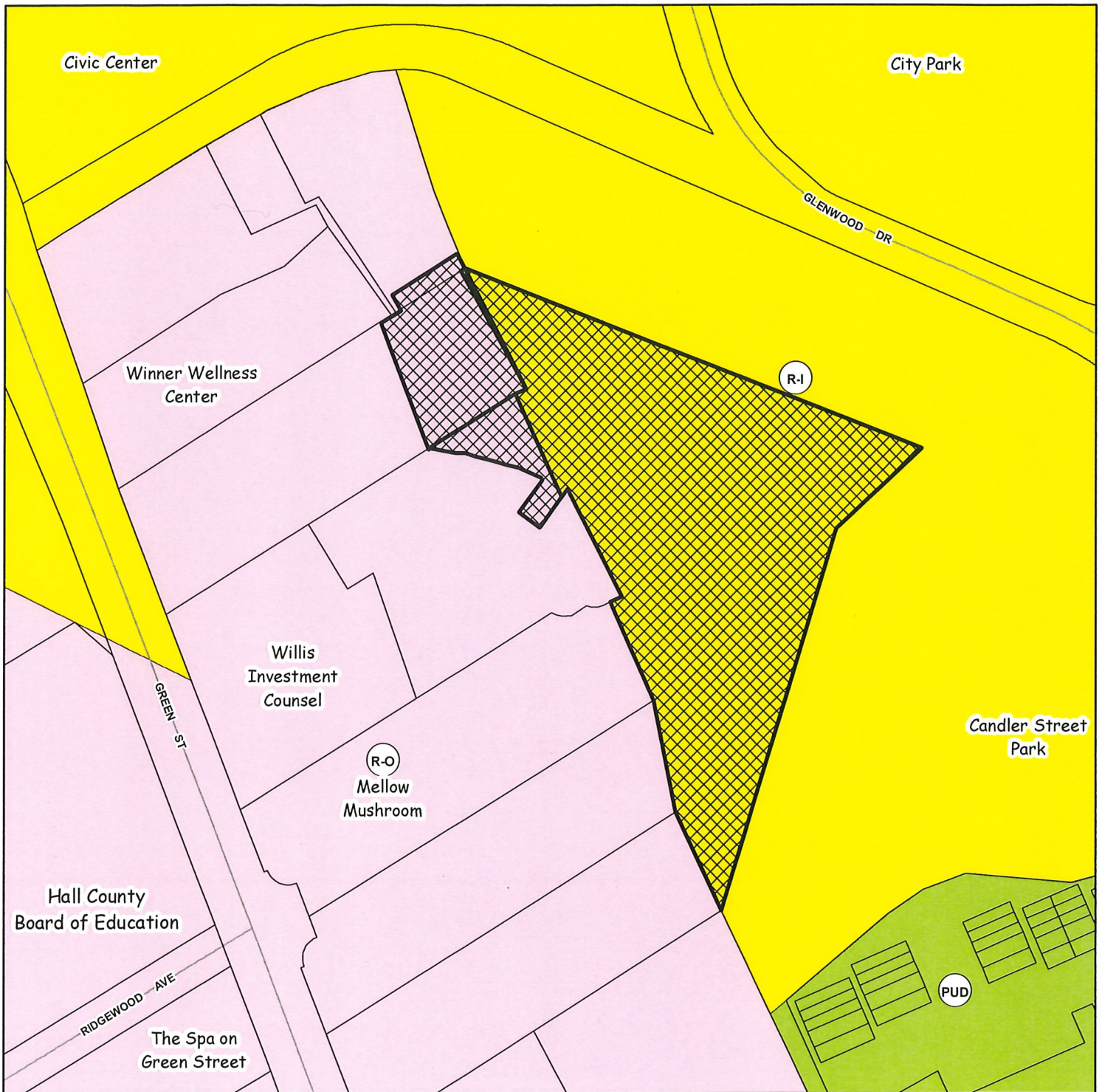


UPPER LEVEL PLAN



MAIN LEVEL PLAN

Overall plan Building "D"
FUTURE PHASE



Applicant:

S & E HOLDINGS

REZONING REQUEST



Request:

Rezone 2.48+/- acres from Residential-I (R-I) to Residential & Office (R-O) for 25 townhome units and office space

Subject Area Address:

0, 718, 736 Green Street and 430 Glenwood Drive

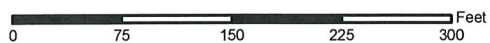
Meeting: 07/09/2019

Prepared: 06/18/2019

Community & Economic Development Department



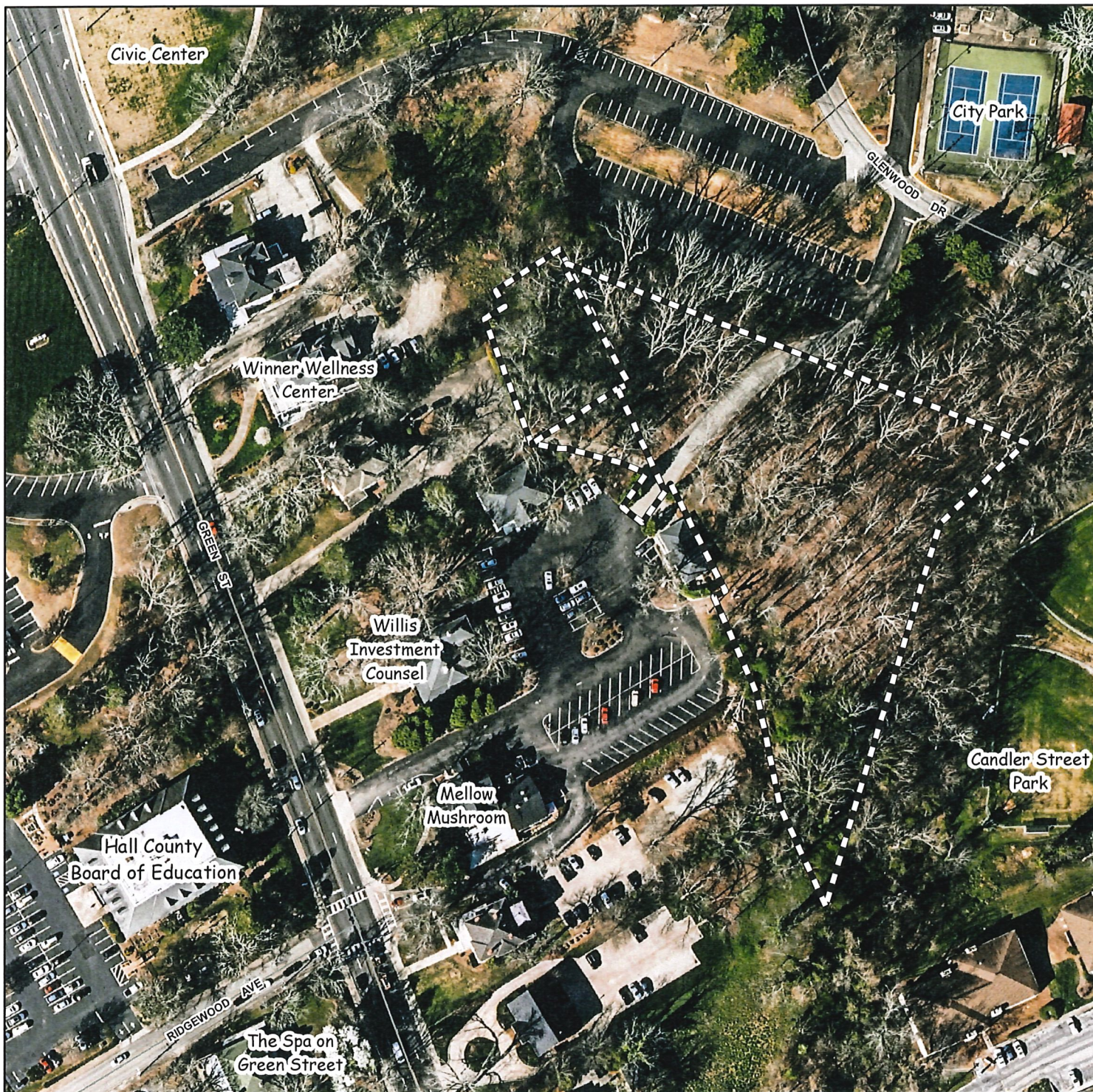
Subject Property



1" = 125'

Tax Parcel:

01-039-001-003 (Part), 004 (Part), 025 (Part) and 026



Applicant:

S & E HOLDINGS

REZONING REQUEST



Request:

Rezone 2.48+/- acres from Residential-I (R-I) to Residential & Office (R-O) for 25 townhome units and office space

Subject Area Address:

0, 718, 736 Green Street and 430 Glenwood Drive

Meeting: 07/09/2019

Prepared: 06/18/2019

Community & Economic Development Department



Subject Property

Aerial from 2018



1" = 125'

Tax Parcel:

01-039-001-003 (Part), 004 (Part), 025 (Part) and 026



PV Park View on Green Street

In Town Living
736 B Green Street NE
Gainesville, Georgia
Park View, L.L.C.

PV Park View on Green Street

Dear Gainesville enthusiasts,

May 1, 019

Thank you for your interest in Park View on Green Street Town Homes. Our vision for this project started many years ago. We knew there was a great deal of interest in this type of lifestyle living in downtown Gainesville. This downtown living lifestyle provides the greatest convenience to locations in and around Gainesville. The location of Park View, coupled with the luxury designed town homes and beautiful vistas, is the ideal solution for anyone looking for in city living. Twenty five residents will have the pleasure of calling Park View home.

The intent of this brochure is to provide as much information as we are able to at this stage of our development. As time progresses we may need to make slight amendments to our plans; but it is our pleasure to give you Park View on Green Street, in town living Gainesville, Georgia.

Again, we do appreciate your interest and look forward to working with you.

Sincerely,

Park View Development Team

Contact us at www.parkviewdevelopment.com or call us at 770-532-8756

Oral representations cannot be relied upon as correctly stating representations of the seller. For correct representations, reference should be made to the final sales brochure and required documents

Overview of request

The subject of this rezoning request is 2.48 Acres. Part of the property is zoned R-0 (residential office) and the back parcel is zoned R-1. We are requesting that all of the parcel be zoned R-0 (residential office).

Project Overview

Park View developers are proposing to construct 25 Unit town homes in multiple phases which includes three bedroom units ranging from 1,935 square feet to 2,189 square feet and three bedroom units at 2,448 square feet.

Park View will be a low maintenance structure, with gated garden entries. Situated on the development are four (4) building structures.

Building A (phase I) unit 1 is a 2 story three bedroom at 1,935 square feet. Ground floor includes entry garden, 1 car garage/storage, entry foyer, ½ bath, living, dining and kitchen with balcony off the living/dining. Upstairs is a large master bedroom, large master bath, large walk in closet, two guest rooms, guest bath, and large laundry room. Attic access by pull down stairs is provided at the corridor adjacent to the laundry room for additional storage. Units 2 is a 2 story three bedroom at 2,189 square feet. Units, 4, 5, 6, 7, and 8 are 3 story three bedrooms at 2,448 square feet. These units have the same amenities as units 1 and 3 but will include a lower level game room, study, bathroom and an outside patio.

Building B (future phase) units 1 thru 7 are 3 story three bedroom at 2,448 square feet. Ground floor includes entry garden, 1 car garage/storage, entry foyer, ½ bath, living, dining and kitchen with balcony off the living/dining. Upstairs is a large master bedroom, large master bath, large walk in closet, two guest rooms, guest bath, and large laundry room. Attic access by pull down stairs is provided at the corridor adjacent to the laundry room for additional storage. Lower level has a game room, study, bathroom and an outside patio.

Building C (future phase) units 1 thru 6 are 3 story three bedroom at 2,488 square feet. Ground floor includes entry garden, 1 car garage/storage, entry foyer, ½ bath, living, dining and kitchen with balcony off the living/dining. Upstairs is a large master bedroom, large master bath, large walk in closet, two guest rooms, guest bath and large laundry room. Attic access by pull down stairs is provided at the corridor adjacent to the laundry room for additional storage. Lower level has a game room, study, bathroom and an outside patio.

Project Overview (continued)

Building D (future phase) units 1 thru 4 are 2 story three bedroom at 1,935 square feet. Ground floor includes entry garden, 1 car garage/storage, entry foyer, ½ bath, living, dining and kitchen with balcony off the living/dining. Upstairs is a large master bedroom, large master bath, large walk in closet, two guest rooms, guest bath, and large laundry room. Attic access by pull down stairs is provided at the corridor adjacent to the laundry room for additional storage.

Zoning request

The land owners are requesting that the existing R-1 zoning be amended to change from R-1 to R-0 with use permit for residential office.

Existing versus proposed zoning

At this time .419 acres of the development is zoned R-0, 2.48 acres of the development is zoned R-1. The R-1 zoning parcel has R-0 zoning to the west, R-0 to the north and City Park to the east.

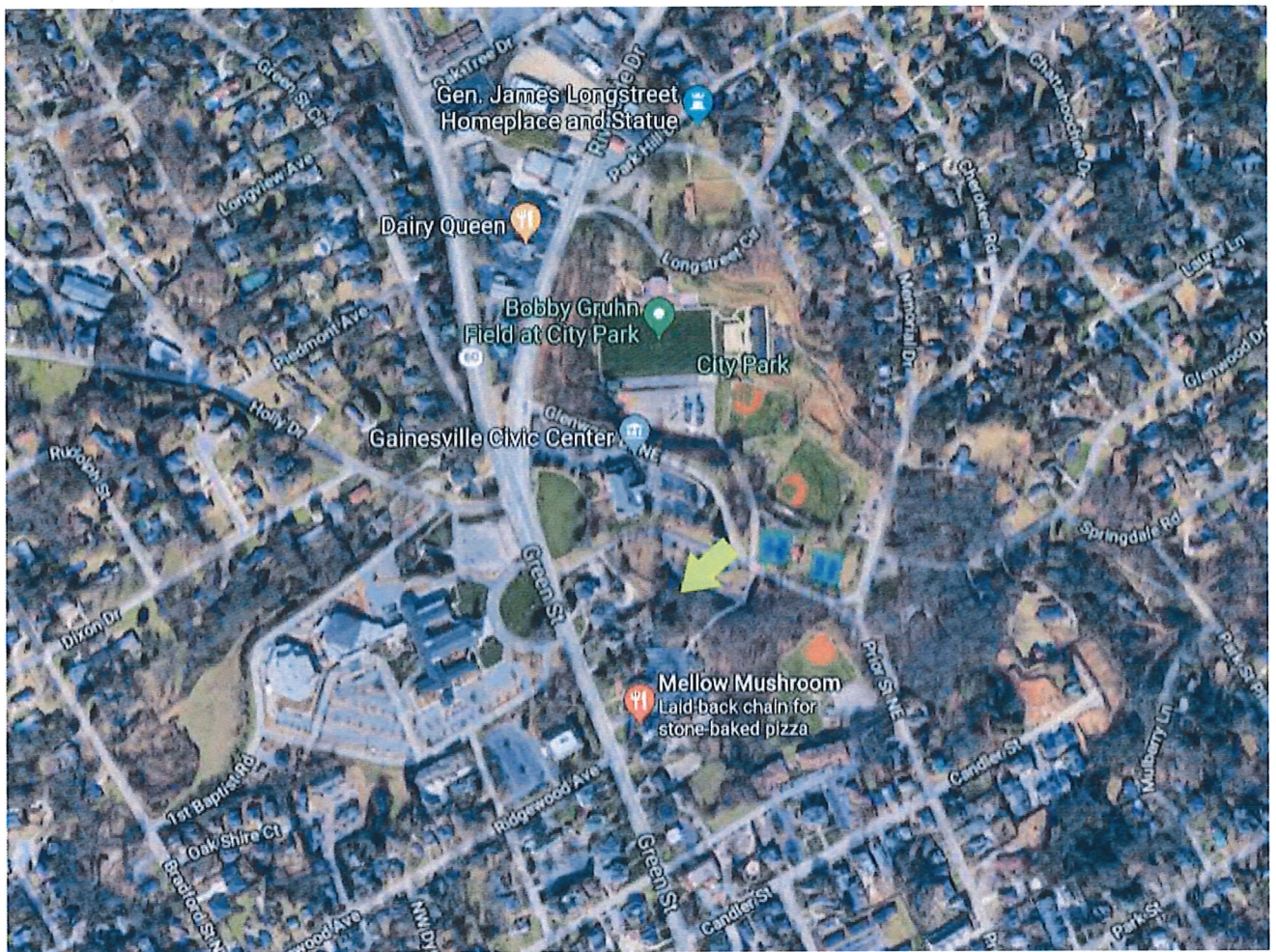
Single family residential is not compatible with the residential/office adjacent to the property and from a financial stand point and would not be feasible.

R-0 (residential/office) is the desired zoning for the development in that it is the natural extension of the existing R-0 properties.



RENDERING OF TOWNHOMES BUILDING "A" PHASE I GREEN STREET SIDE

The town homes will sit in a picturesque setting overlooking City Park off Green Street. Access to the property is from Green Street and from Glennwood Drive to the back. In the immediate surrounding area the majority of the makeup is residential and offices. Because of its close proximity to downtown, we anticipate most residence will walk, bike or Uber. Adjacent to the site is a restaurant and close proximity to grocery stores, shops, restaurants and the Civic Center. The town homes over look the beautiful woods of City Park and is within 3 blocks of Brenau University.



Surrounding Properties:

Within the block, as well as the properties to the north and south, there is predominately R-0 (residential office) zoning.

The property is 3½ blocks from downtown and overlooks City Park. South on Green Street, east on Candler Street and south on Boulevard is Brenau University.

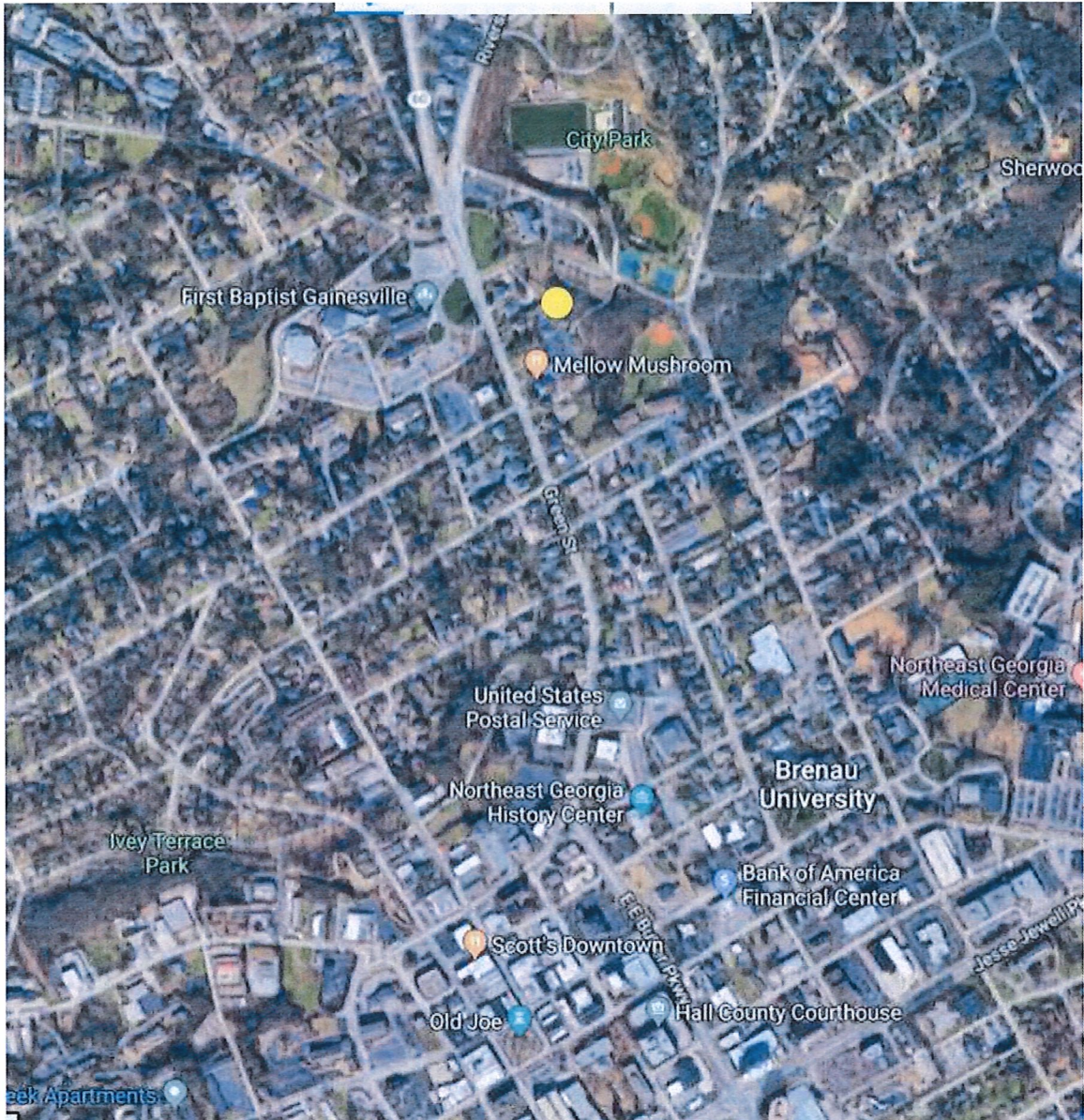
RELATIONSHIP TO ADJACEMENT PROPERTIES

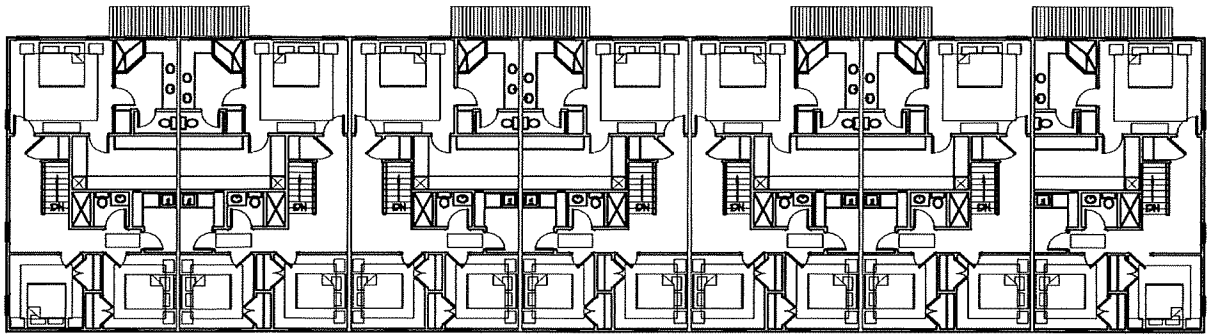
Below is an aerial map of the immediate area with the subject parcel outlined.



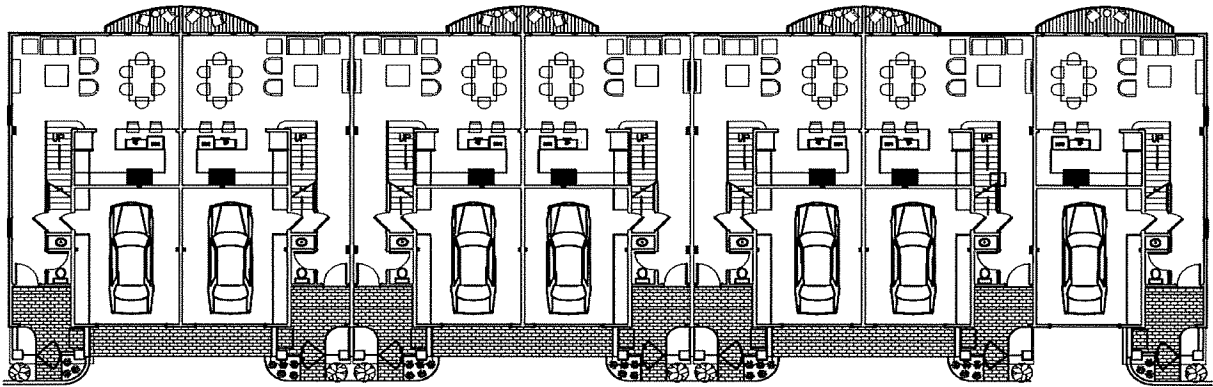
Site Description

The property consists of 2.48 Acres. Part of the property is zoned R-0 (residential office) and the back parcel is zoned R-1. We are requesting that all of the parcel be zoned R-0 (residential office).

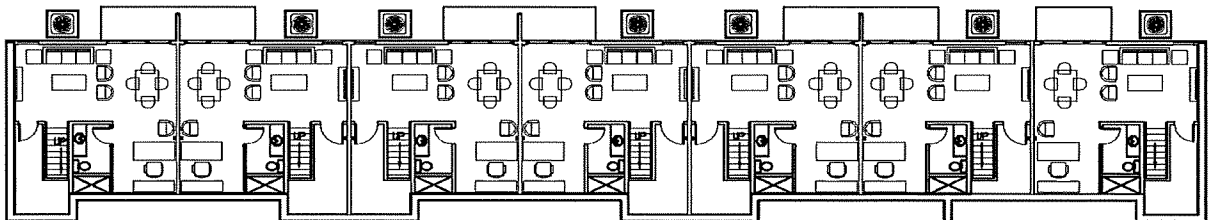




UPPER LEVEL PLAN

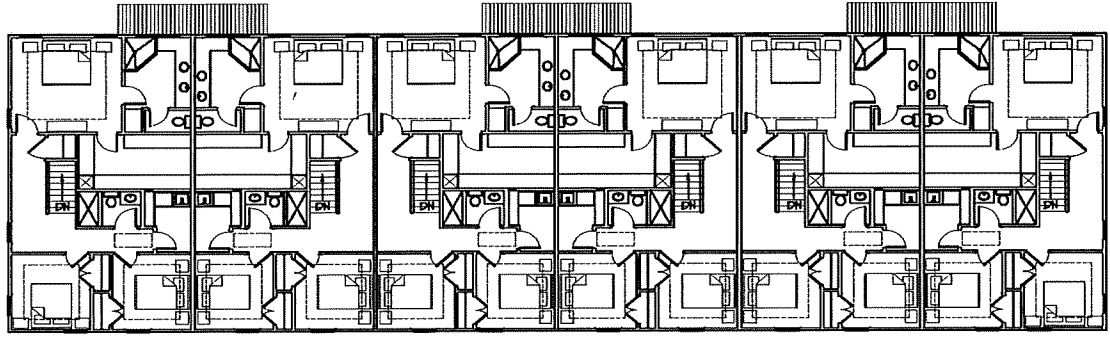


MAIN LEVEL PLAN

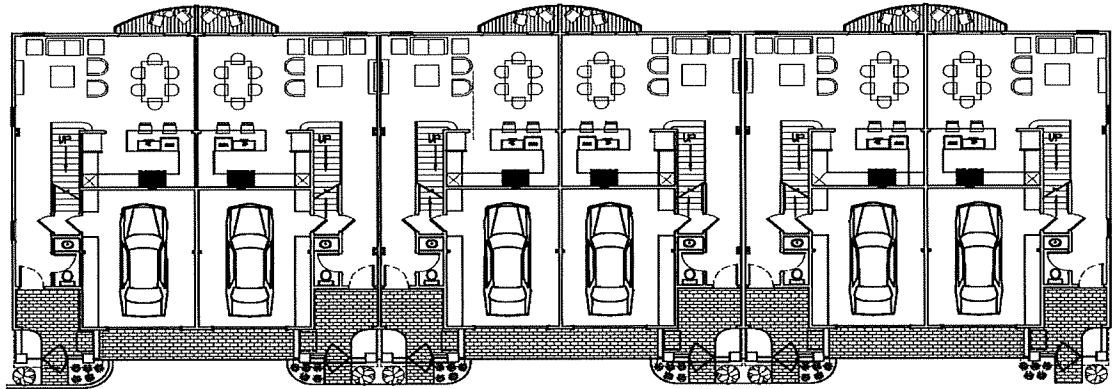


BASEMENT LEVEL PLAN

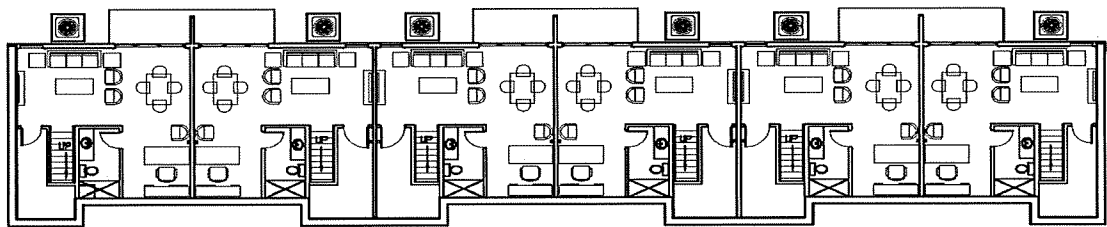
Overall plan Building "B" FUTURE PHASE



UPPER LEVEL PLAN

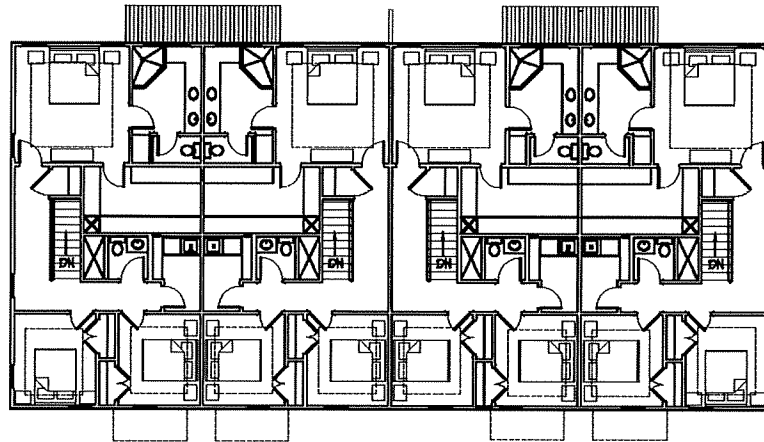


MAIN LEVEL PLAN

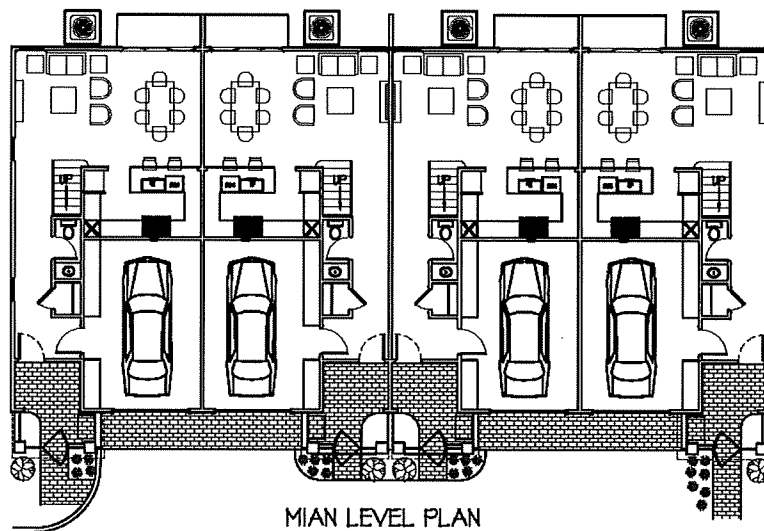


BASEMENT LEVEL PLAN

Overall plan Building "C"
FUTUR PHASE

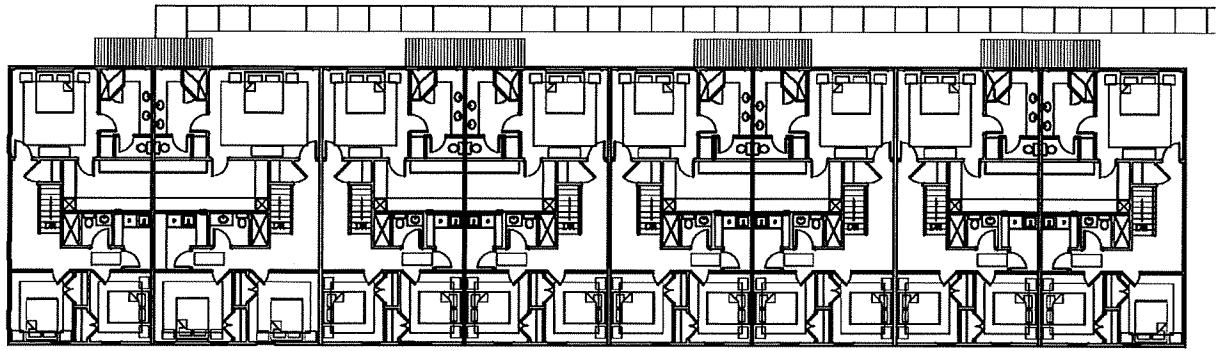


UPPER LEVEL PLAN

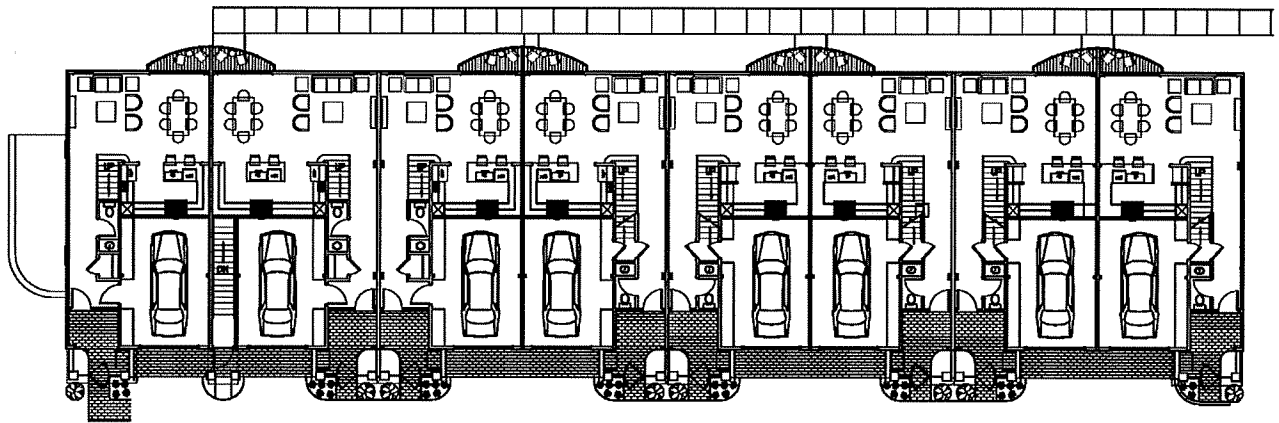


MAIN LEVEL PLAN

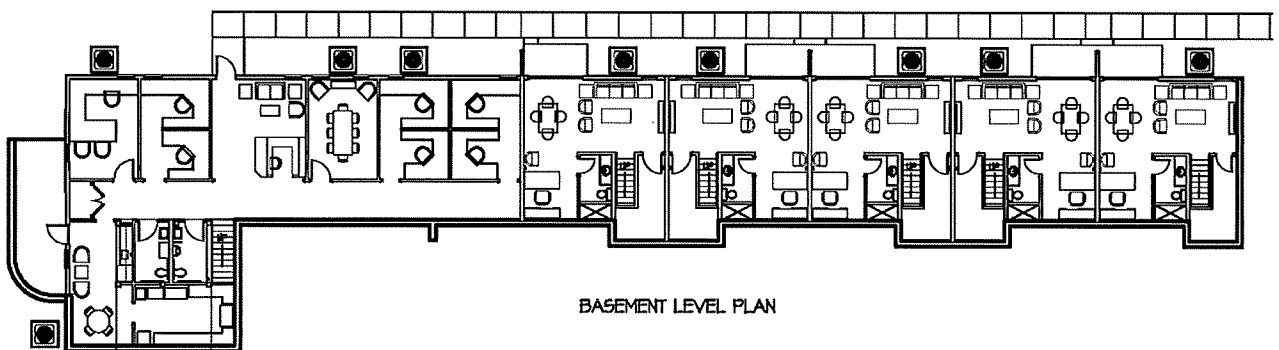
Overall plan Building "D"
FUTURE PHASE



UPPER LEVEL PLAN

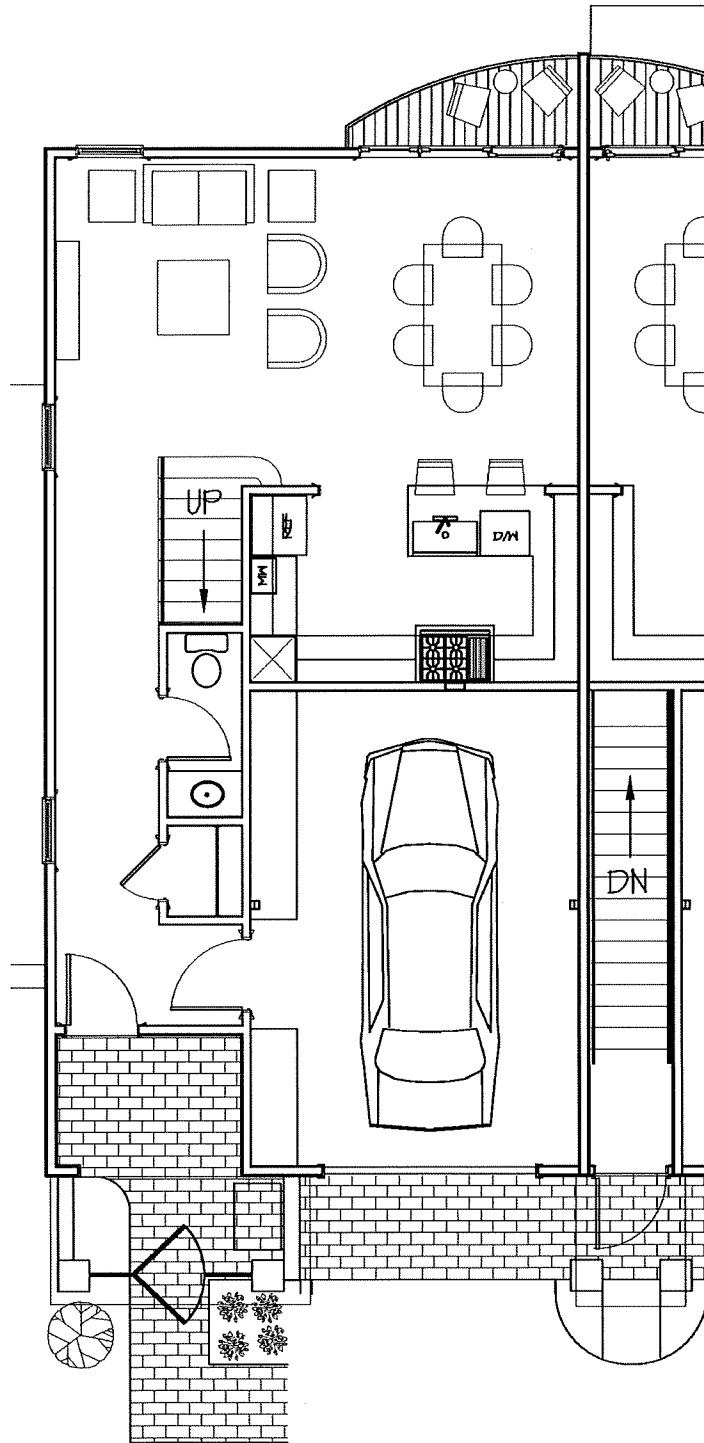


MAIN LEVEL PLAN

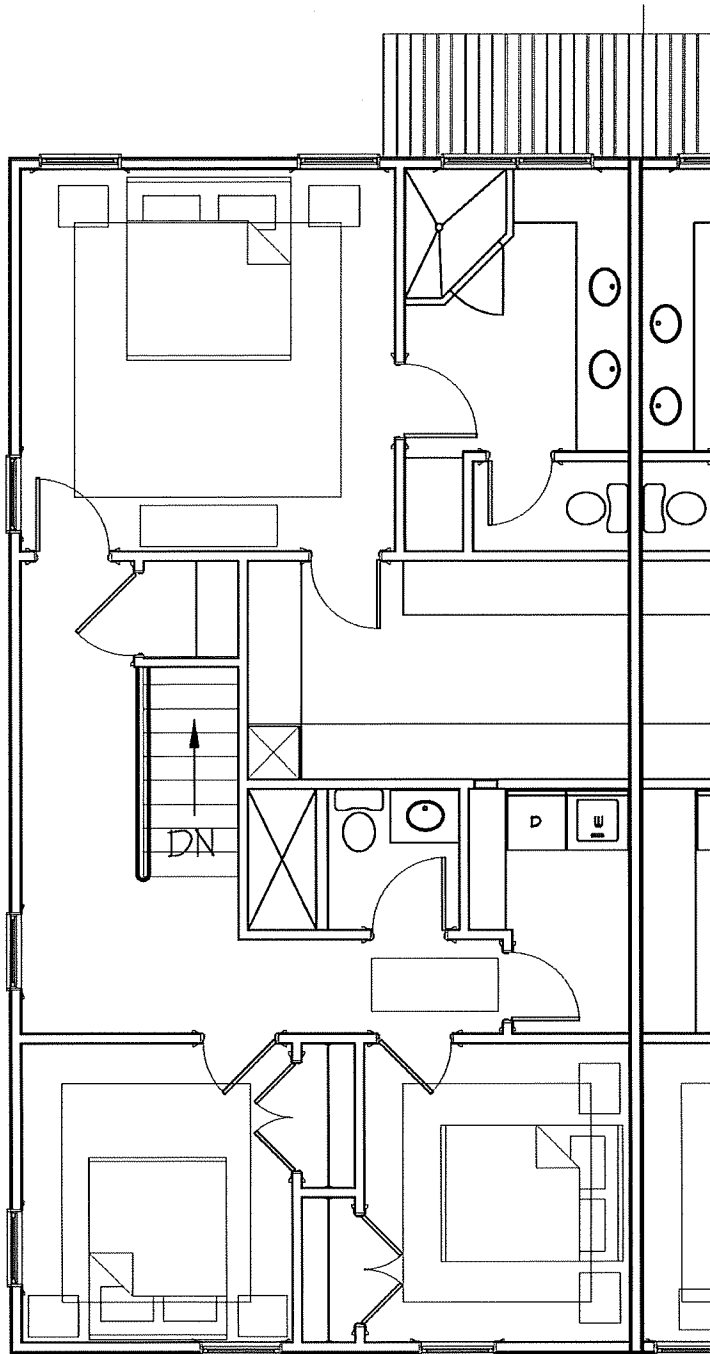


BASEMENT LEVEL PLAN

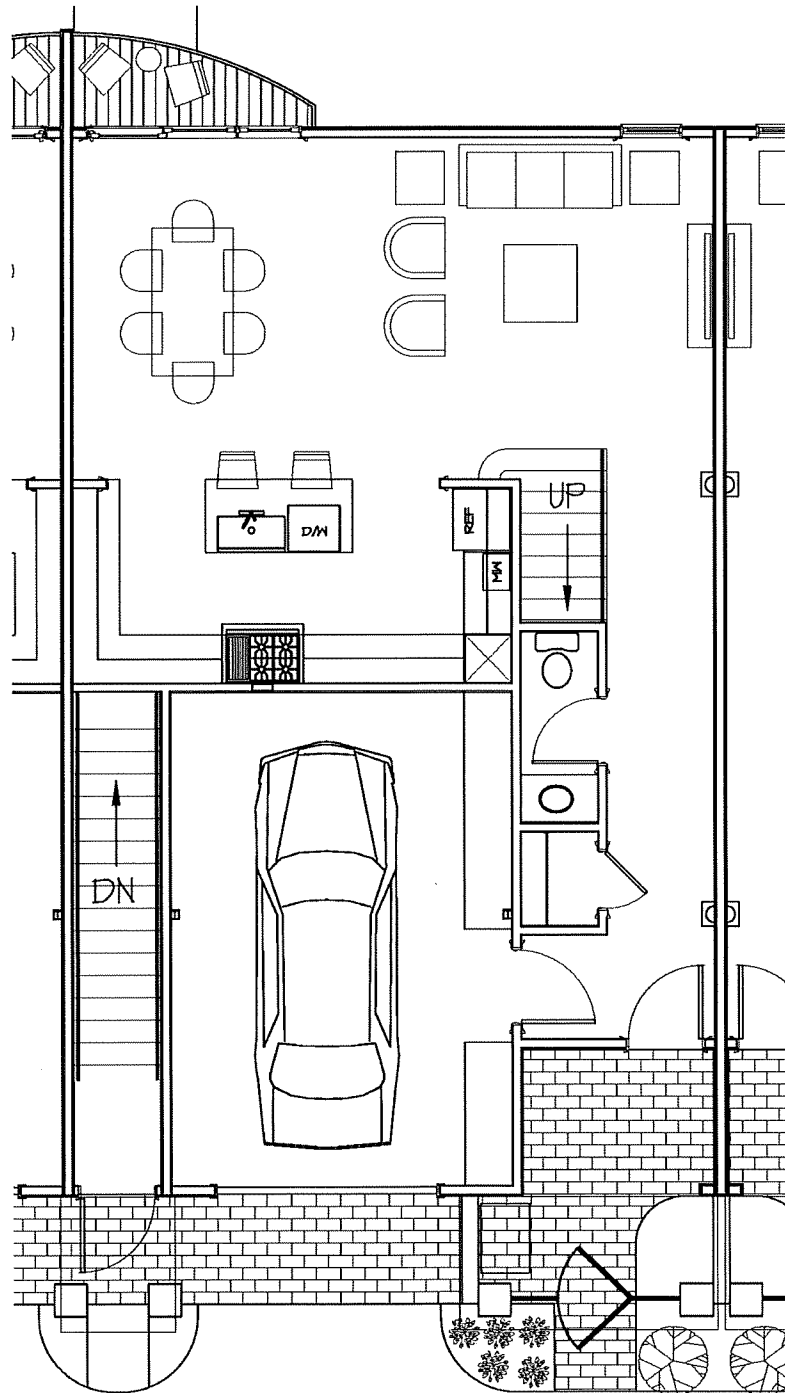
Overall plan Building "A" PHASE I



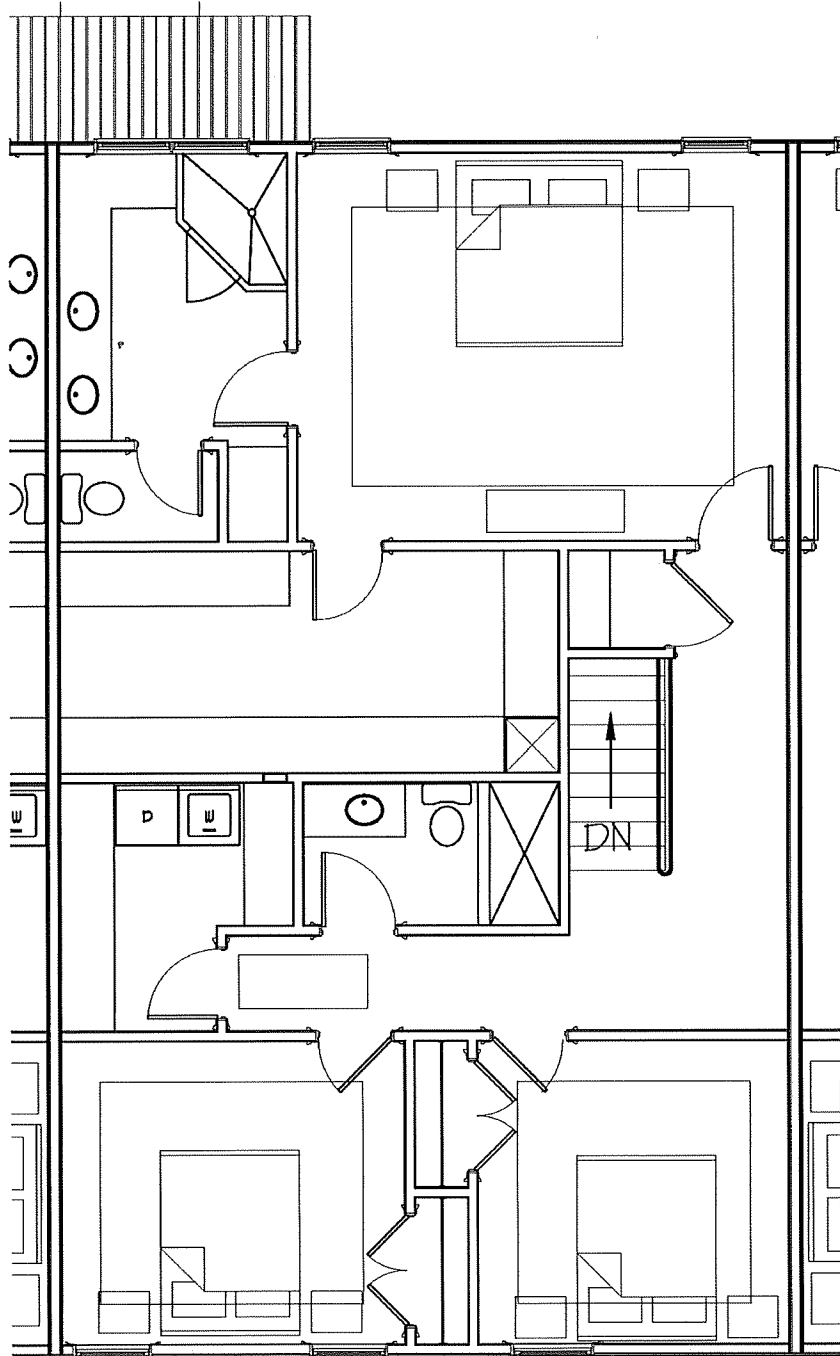
Building "A" Unit #1 Main Level
942 square feet



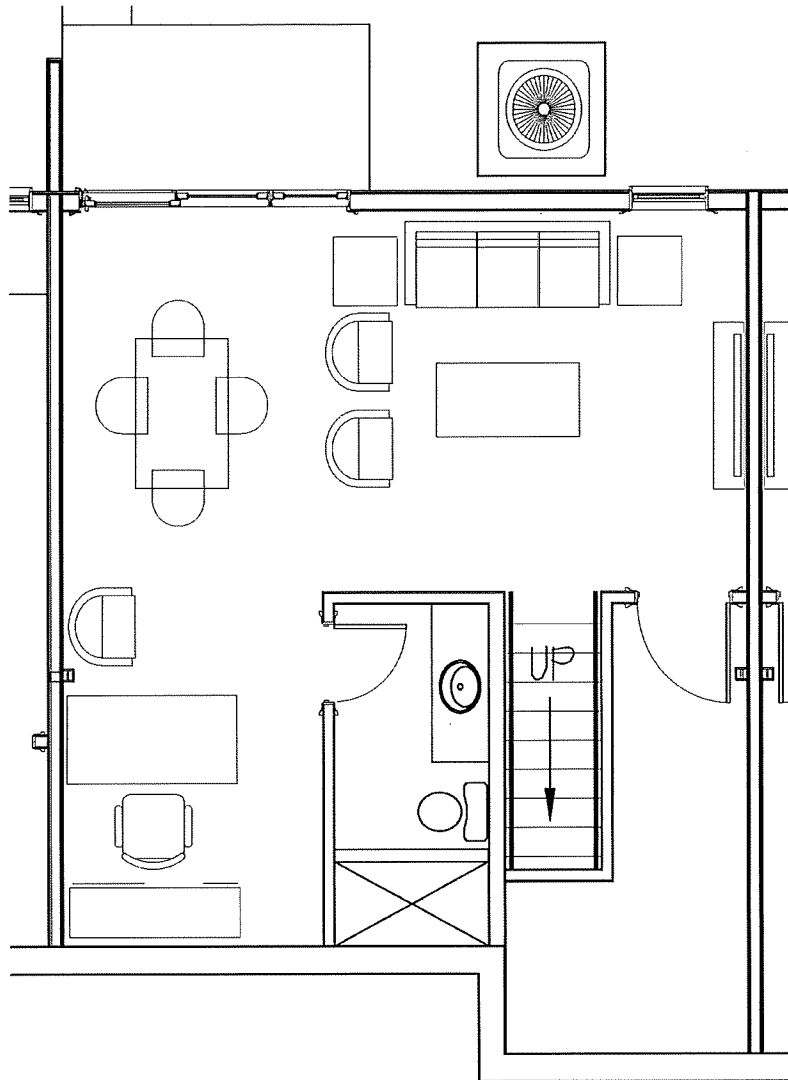
Building "A" Unit #1 Upper Level
993 square feet



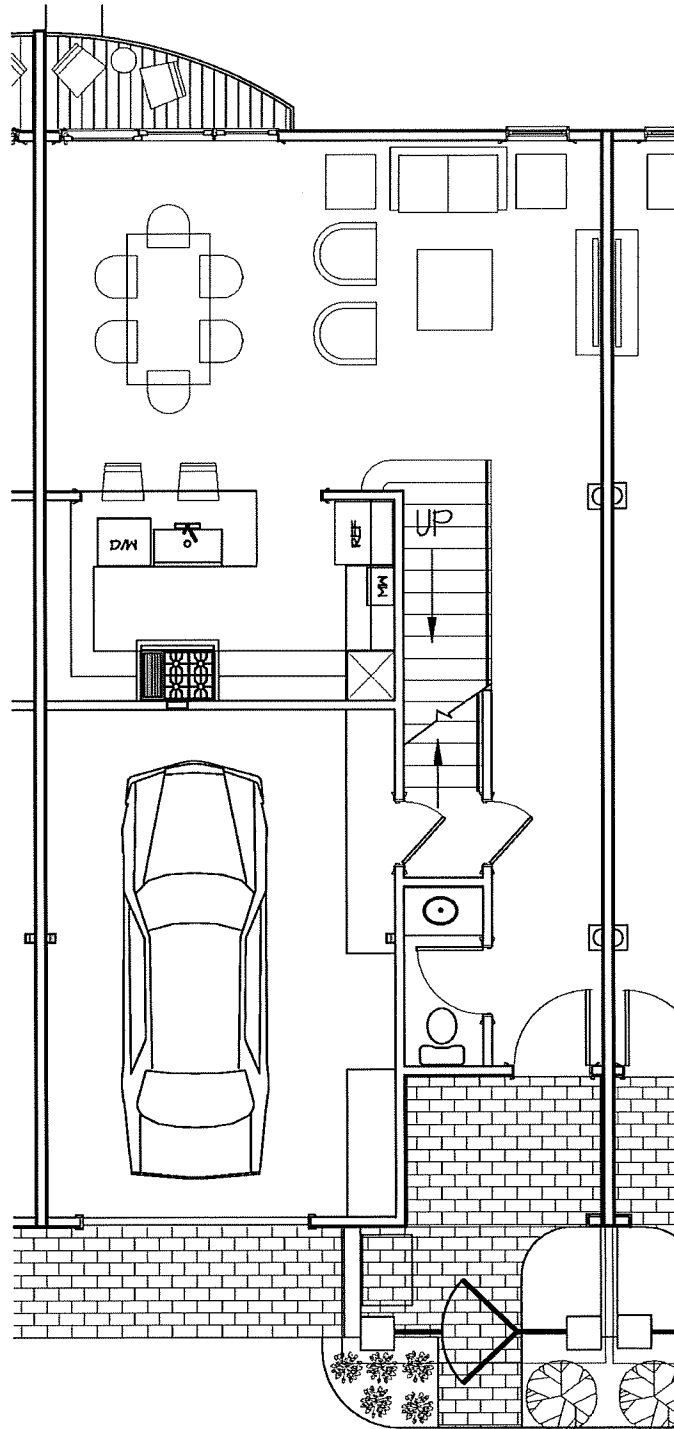
Building "A" Unit #2 Main Level
1,026 square feet



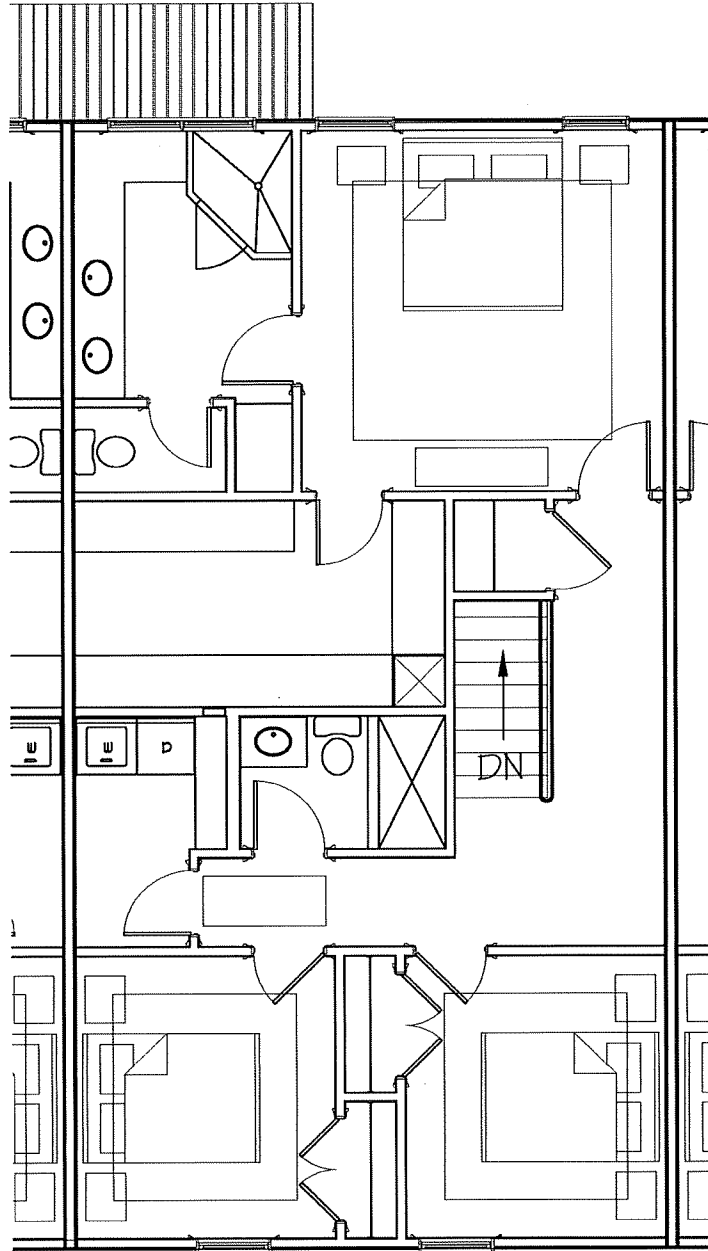
Building "A" Unit #2 Upper Level
1,163 square feet



Building "A" Unit #4 thru #8 Basement Level
513 square feet



Building "A" Unit #4 thru #8 Main Level
942 square feet



Building "A" Unit #4 thru #8 Upper Level
993 square feet

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/23/2019

Presenter: Abb Hayes

Item of Business: **Public Hearing Item: August 6, 2019 Council Meeting**
Request from **Georgia Mountains YMCA, Inc.** to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road. **Ward Number: Two. Request: Road name change.**

Meeting Date: 8/1/2019

Purpose of Request:

The applicant is proposing to rename all of Howard Road which consists of 1,290± linear feet (0.244± mile) of right-of-way. The new road name is to be called YMCA Drive. If approved, the YMCA property has a Howard Road address which will need to be changed. A similar request was approved in 2017 to rename a portion of Howard Road on the east side of State Route 365 which is currently named Lanier Tech Drive.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval. See PAB Memorandum for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2019-:

I move to approve the ordinance to rename Howard Road to YMCA Drive as presented.

Denial of the Request:

I move to deny this request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Legal Ad	Legal Ad
☐ PAB Memorandum	Report
☐ Proposed Rename Ordinance	Ordinance

Location Maps
Narrative

Backup Material
Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, June 23, 2019
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, July 9, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-056-003-026, 057 and 058
Request: Residential duplex
- 2) Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014
Request: 375 single-family homes
- 3) Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718, 736 Green Street, NE; and 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O).
Ward Number: Two
Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026
Request: 25 townhome units and office space
- 4) Request from **Georgia Mountains YMCA, Inc.** Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road.
Ward Number: Two
Request: Road name change

**NOTICE OF PUBLIC HEARING ON PROPOSED
AMENDMENTS TO THE GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, August 6, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Karl Chambers and David Reddicks** to annex a 0.49± acre tract located on the southwest side of the intersection of Athens Street and Cooley Drive, having road frontage on the east side of Black Drive (a/k/a **1026 Athens Street**) and to establish zoning as Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-056-003-026, 057 and 058
Request: Residential duplex

- 2) Request from **Integrity Development Group, LLC** to annex a 219.65± acres tract located northeast of the intersection of Athens Highway and Gillsville Highway, and southeast of the intersection of Athens Highway and Gaines Mill Road (a/k/a **2242 Gaines Mill Road; 2579 and 2581 Gillsville Highway**) and to establish zoning as Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 15-022C-000-010 and 15-023-000-014
Request: 375 single-family homes
- 3) Request from **S&E Holdings** to rezone a 2.48± acres tract located east of the intersection of Green Street and Ridgewood Drive and west of Glenwood Drive (a/k/a **0, 718, 736 Green Street, NE; and 430 Glenwood Drive, NE**) from Residential-I (R-I) and Residential and Office (R-O) to Residential and Office (R-O).
Ward Number: Two
Tax Parcel Number(s): 01-039-001-003 (Part), 004 (Part), 025 (Part) and 026
Request: 25 townhome units and office space
- 4) Request from **Georgia Mountains YMCA, Inc.** Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive, located between State Route 365 and White Sulphur Road.
Ward Number: Two
Request: Road name change

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})



CITY OF GAINESVILLE

**COMMUNITY
DEVELOPMENT
DEPARTMENT**

Post Office Box 2496

Gainesville, Georgia 30503-2496

Telephone: 770-531-6570

Fax: 770-297-7826

Web Site: www.gainesville.org

MEMORANDUM

TO: Gainesville City Council
FROM: Gainesville Planning and Appeals Board
DATE: July 9, 2019
SUBJECT: Request from Georgia Mountains YMCA, Inc. to rename Howard Road to YMCA Drive

The applicant is proposing to rename Howard Road to YMCA Drive. The right-of-way is located between State Route 365 and White Sulphur Road and is approximately 1,290± linear feet (0.244± mile) in length. If approved, the YMCA property is the only property that will require an address change.

The proposal appears to be reasonable given that there will be no other property addresses which would be impacted by the request. A similar request was approved in 2017 to rename a portion of Howard Road on the east side of State Route 365 which is currently named Lanier Tech Drive.

There were no comments from other departments regarding this request.

Excerpts from the July 9, 2019 PAB Meeting Minutes

Applicant Presentation: Amy Kienle, 4452 Indian Oak Pointe, President and CEO of Georgia Mountain YMCA, stated in the last five years the membership has grown over 21% and childcare has grown around 19%. The monument sign has helped raise awareness and growth. She stated they are the only property that will be affected with this request.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend approval of the request to rename Howard Road to YMCA Drive as presented.

Motion made by Board Member Martin
Motion seconded by Board Member Delgado
Vote – 7 favor

Passed: _____

AN ORDINANCE

No. 2019-

AN ORDINANCE TO RENAME HOWARD ROAD TO YMCA DRIVE, LOCATED BETWEEN STATE ROUTE 365 AND WHITE SULPHUR ROAD; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

Pursuant to the recommendation of the Gainesville City Council, to rename all of Howard Road which consists of 1,290± linear feet (0.244± mile) of right-of-way shall be renamed to YMCA Drive.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

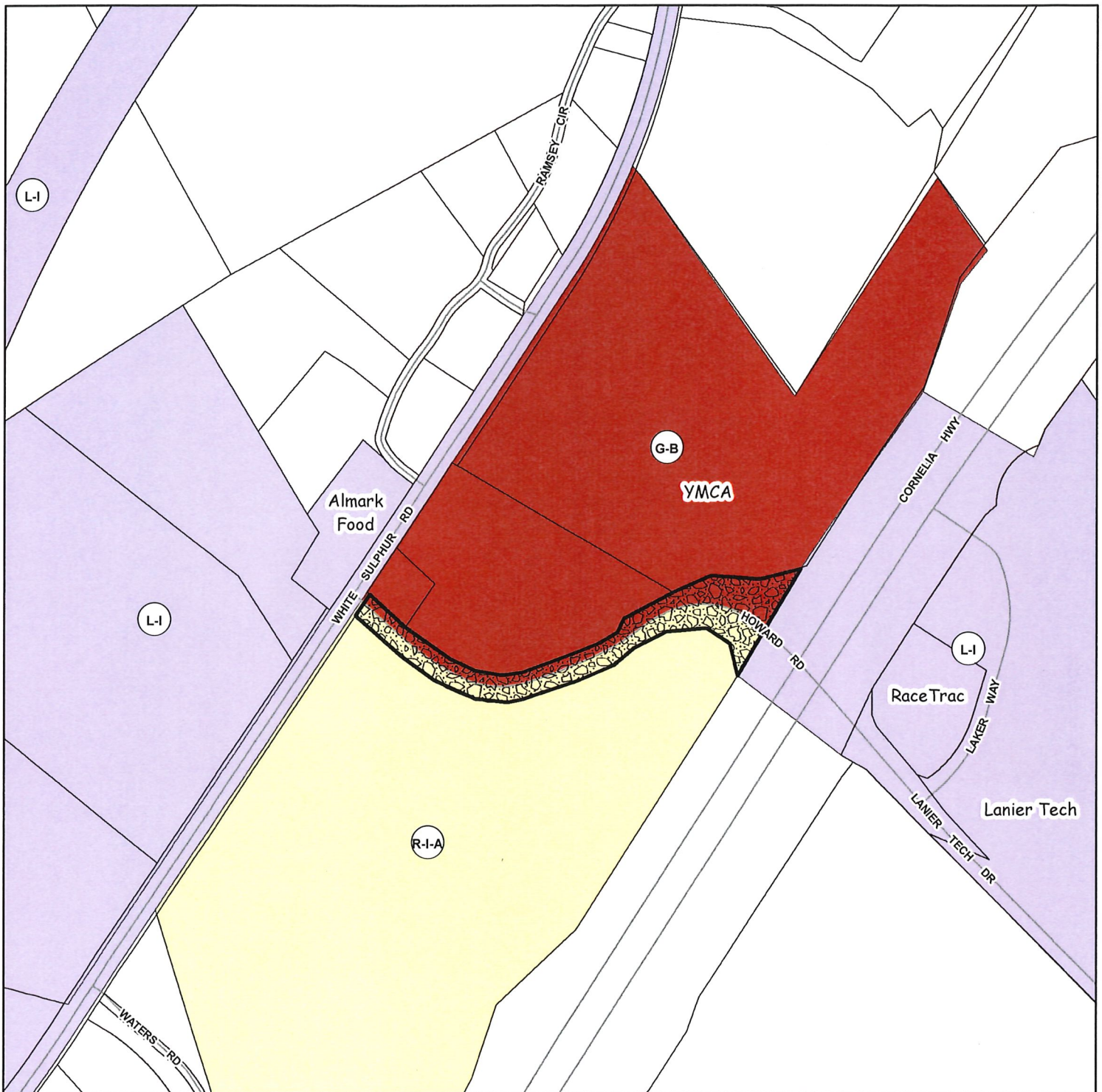
The effective date of this Ordinance shall be upon approval by the governing authority of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



Applicant:

GEORGIA MOUNTAINS YMCA, INC.

ROAD ACTION REQUEST



Request:

Rename Howard Road, located between S.R. 365 and White Sulphur Road, to YMCA Drive

Subject Area Address:

Right-of-Way

Meeting: 07/09/2019

Prepared: 06/18/2019

Community & Economic Development Department

 Right-of-Way to be Renamed



0 230 460 690 920 Feet

1" = 384'

Tax Parcel:

Right-of-Way



Applicant:

GEORGIA MOUNTAINS YMCA, INC.

ROAD ACTION REQUEST



Request:

Rename Howard Road, located between S.R. 365 and White Sulphur Road, to YMCA Drive

Subject Area Address:

Right-of-Way

Meeting: 07/09/2019

Prepared: 06/18/2019

Community & Economic Development Department



Right-of-Way to be Renamed

Aerial from 2018



0 230 460 690 920 Feet

1" = 384'

Tax Parcel:

Right-of-Way

May 24, 2019

Mr. Rusty Ligon
Community and Economic Development Director
City of Gainesville
PO box 2496
Gainesville, Georgia 30501

Re: Street Name Change

Dear Rusty,

On behalf of the Board of Directors of the Georgia Mountains YMCA, Inc., we respectfully request the name of the road located in front of the YMCA to be changed from Howard Road to YMCA Drive.

Attached are aerial photos of the area that is being requested as well as application provided to me.

Please let me know if you have additional questions or need additional information.

Thanks in advance for your consideration.

Sincerely,



Frank N. Simpson, CCIM SIOR

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/25/2019

Presenter: Bryan Lackey

Item of Business: Resolution: Property Acquisition from Alvin Gibson and Lease to SBA Properties, LLC for Wireless Facility

Meeting Date: 8/1/2019

Purpose of Request:

To authorize the purchase of the property owned by Alvin Gibson and to lease the property to SBA Properties, LLC.

History/Background:

The property owned by Alvin Gibson, consisting of 0.229 acres, upon which a wireless facility is constructed, is available for purchase by the City for an amount of \$1,000 pursuant to the Option retained by the City on August 21, 2008.

Facts & Issues for Consideration:

Pursuant to the Option, the City wishes to enter into a lease agreement for the property to SBA Properties, LLC.

Department Recommendation:

Approval of the resolution.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Alvin Gibson Property Acquisition and Lease to SBA Properties for Wireless Facility	Resolution
☐	Property Deed	Attachments/Exhibits
☐	Option Document	Attachments/Exhibits
☐	Land Lease	Contract/Agreement/MOU

RESOLUTION BR-2019-

**Property Acquisition from Alvin Gibson and Lease to SBA Properties, LLC for
Wireless Facility**

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to continue its efforts to enable the citizens of the City to enjoy high speed wireless services; and

WHEREAS, the property owned by Alvin Gibson, consisting of 0.229 acres, upon which a wireless facility is currently constructed, is available for purchase by the City for the sum of \$1,000.00, pursuant to that Option retained by the City on August 21, 2008, which Option is recorded in Deed Book 6705, Pages 767-770, Hall County, Georgia Deed Records (the "Option"); and

WHEREAS, the governing body for the City desires to purchase said property; and

WHEREAS, the governing body, pursuant to the Option, wishes to enter into a Land Lease with SBA Properties, LLC, on the terms set forth in that Land Lease attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby authorize the purchase of the property owned by Alvin Gibson, as well as the lease of said property to SBA Properties, LLC, and directs the Mayor, the City Manager and the City Attorney to execute the Settlement Statement with Alvin Gibson and the Land Lease with SBA Properties, LLC, as well as all other such documents and agreements that may be necessary to complete the closing of the purchase and lease of the property.

Adopted this ____ day of August, 2019.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

AFTER RECORDING PLEASE RETURN TO:
Hulsey, Oliver & Mahar
P. O. Box 1457
Gainesville, GA 30503
ATTENTION: Jane A. Rango

WARRANTY DEED

GEORGIA, HALL COUNTY:

This deed made by and between Alvin Gibson, Grantor, and the City of Gainesville, Grantee,

WITNESSETH, that the said Grantor, for and in consideration of Ten (\$10.00) Dollars and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantee all of Grantor's right, title and interest in and to the following described property:

All that tract or parcel of land lying and being in Land Lot 153, 9th District, City of Gainesville, Hall County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the Eastern right-of-way of Pine Street (R/W varies) and the Northern right-of-way of Summit Street (R/W varies); thence along the right-of-way of said Summit Street North 60°41'49" East, a distance of 309.29 feet to a point on the Northern right-of-way of aforesaid Summit Street as shown on the boundary survey for City of Gainesville, Public Safety Facility, prepared by Rochester & Associates, Inc., dated 7/30/08 and the True Point of Beginning; thence leaving said right-of-way North 23°52'14" West a distance of 100.00 feet to a point; thence North

60°41'49" East a distance of 100.00 feet to a point; thence South 23°52'14" East a distance of 100.00 feet to a point on the northern right-of-way of said Summit Street; thence along said right-of-way South 60°41'49" West a distance of 100.00 feet to the True Point of Beginning.

Said tract contains 0.229 acres or 9955 square feet.

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantee, forever in **FEE SIMPLE**, and the Grantor **WARRANT** the title to the same against the lawful claims of all persons whomever.

Whenever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and affixed his seal this 15th day of July, 2019.

Signed, sealed and delivered
in the presence of:

Alvin Gibson
Witness

Alvin Gibson (SEAL)
Alvin Gibson

Jacki Siques
Notary Public

JAR/mmk/T7858/W225918



000767

FILE → JAMES M. WATKINS

010304
OPTION

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED DOLLARS (\$100.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, paid to ALVIN GIBSON, hereinafter called "Seller," the Seller grants and gives to CITY OF GAINESVILLE, GEORGIA, hereinafter called "Purchaser" the exclusive right and option to purchase the tract of land in Gainesville, Hall County, GA which is described in attached Exhibit "A", which is made a part hereof.

This Option is given and granted by the Seller to the Purchaser, subject to the following terms and conditions:

1. This Option shall expire at 12:00 o'clock midnight July 8, 2023, unless extended.
2. The purchase price for said property shall be \$1,000.00. Option money will be applied to purchase price.
3. The Purchaser shall exercise this Option by giving written notice of such exercising to the Seller.
4. Upon the giving of such notice of exercise as set out above, this Option shall ripen into a binding sales contract, and the terms of this Option shall automatically become the terms of said contract without the execution of any further instruments.
5. If this Option is exercised, Seller agrees to convey by General Warranty Deed a good and marketable title to the property described in Exhibit "A", free and clear of all liens and encumbrances, except as hereinafter set out. Purchaser shall have a reasonable time after the exercise of this Option in which to examine the title to said property. If Purchaser finds any legal defects to the title, Seller shall be furnished with a written statement thereof and be given a reasonable time

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 4 day of JUNE
2018 at 10:09 AM. Recorded in Deed
Book 6705 Page(s) 767-770
Charles Baker, Clerk By SB

000768

in which to correct same. If the Seller shall fail to correct or satisfy such legal defects within a reasonable time, then Purchaser shall have a choice of accepting said property with such legal defects or declining to do so, such choice to be exercised by written notice to Seller. If Purchaser shall decline to accept said property subject to such legal defects, then the contract for the sale of such property shall be null and void, and, in that event, Seller shall return promptly to the Purchaser all Option money paid by Purchaser to Seller in accordance with this agreement, including any payments made for extensions under Paragraph 4 hereof.

6. Seller warrants that when the sale is consummated said property shall remain in the same condition as it is at the time of the execution of this agreement and all risk of loss or damage to said property for any reason except through fault of Purchaser prior to the consummation of the sale shall be borne by the Seller.

7. In the event Option is exercised before July, 2023, the sale will be subject to a Lease Agreement, a Memorandum which is recorded in Deed Book 3604, pages 107-113, Hall Co. GA Deed Records for a cell tower. Seller shall not agree to extend said Lease beyond the maximum period contained in the referenced recorded Lease that being a date June 7, 2023.

8. If this Option is not exercised by the Purchaser within the time provided or extended by parties, this Option shall become void and the consideration paid pursuant to said paragraphs shall be forfeited by the Purchaser to the Seller. If this Option is exercised in accordance with said provisions and the sale is not consummated due to the Purchaser's default, the Seller shall retain said Option money as its liquidated damages. If, after the exercise of this Option, the sale is not consummated for reasons other than the default of Purchaser, said Option money is to be promptly refunded to Purchaser.

9. This agreement shall bind, and inure to the benefit of, the parties hereto,

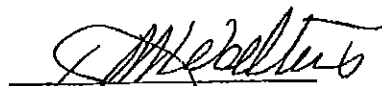
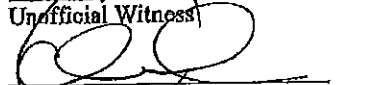
000769

their heirs, administrators, executors, successors and assigns.

This 21st day of August, 2008.

SELLERS:

Sworn to and subscribed before
me this 21st day of August,
2008.


Unofficial Witness

Notary Public


ALVIN GIBSON

Cheryl Waters
Notary Public
Hall County, Georgia
Comm. Expires Jan. 10, 2011

Legal Description:
Tract "C"
Being 0.229 Acres

000770

All that tract or parcel of land lying and being in Land Lot 153, 9th District, City of Gainesville, Hall County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the Eastern right-of-way of Pine Street (R/W varies) the Northern right-of-way of Summit Street (R/W varies); thence along the right-of-way of said Summit Street North 60°41'49" East, a distance of 309.29 feet to a point on the Northern right-of-way of aforesaid Summit Street as shown on the boundary survey for City of Gainesville, Public Safety Facility, prepared by Rochester & Associates, Inc., dated 7/30/08 and the **True Point of Beginning**; thence leaving said right-of-way North 23°52'14" West, a distance of 100.00 feet to a point; thence North 60°41'49" East, a distance of 100.00 feet to a point; thence South 23°52'14" East, a distance of 100.00 feet to a point on the northern right-of-way of said Summit Street; thence along said right-of-way South 60°41'49" West, a distance of 100.00 feet to the **True Point of Beginning**.

Said tract contains 0.229 acre or 9955 square feet



Richard E. Millard
Rochester & Associates, Inc.
425 Oak Street N.W.
Gainesville, Georgia 30601
770-718-0600

EXHIBIT "A"

PRIOR AGREEMENT: THIS LEASE REPLACES AND SUPERSEDES THAT LAND OPTION AND LEASE AGREEMENT, DATED FEBRUARY 18, 1998, ORIGINALLY BY AND BETWEEN ALVIN GIBSON AND SOUTHERN COMMUNICATIONS SERVICES, INC., A DELAWARE CORPORATION, WITH RESPECT TO THE SAME PROPERTY DESCRIBED IN THE EXHIBITS ATTACHED HERETO. THE PARTIES ARE HEREBY RELEASED FROM ALL RIGHTS AND OBLIGATIONS UNDER THE PRIOR AGREEMENT ACCRUING AFTER THE COMMENCEMENT DATE AND UPON THE COMMENCEMENT OF THE INITIAL TERM AS DEFINED IN SECTION 2 BELOW. SUCH RELEASE IS NOT INTENDED, HOWEVER, AND DOES NOT RELEASE ANY PARTY FROM ANY CLAIMS, ACTIONS OR LIABILITIES ARISING UNDER OR OUT OF THE PRIOR AGREEMENT BEFORE THE COMMENCEMENT DATE OF THIS REPLACEMENT LEASE.

LAND LEASE

This Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between the City of Gainesville, a Georgia municipal corporation, having an address of 300 Henry Ward Way, Gainesville, Georgia 30501 hereinafter referred to as "Lessor" and SBA Properties, LLC, a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

1. Leased Space and Premises. Lessor shall lease, and hereby leases, to Lessee a portion of the real property commonly known as 504 Summit Street SW, Gainesville, GA 30501 ("Premises"), being more particularly described in attached Exhibit A, consisting of up to ten thousand (10,000) square feet ("Leased Space"), as depicted in Exhibit B attached hereto. The Leased Space will be utilized for facilitation of communication and data transmission systems, including cables, fiber and related structures and improvements (collectively the "Structures"), including the uses as permitted and described in Section 10 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

2. Term. The initial term of this Lease will be five (5) years (the "Initial Term") from June 7, 2023 ("Commencement Date") and shall automatically renew for up to four (4) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

3. Rent. The rent for the initial term of the Lease will be \$2,500.00 per month (the "Rent"), paid annually in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the initial term or any renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month. Beginning on June 7, 2024 and each anniversary of such date thereafter, the then current annual rental fee will be increased by three (3%) percent. Each such anniversary shall commence on the corresponding anniversary of the Commencement Date.

Upon full execution of this Lease, Lessee shall pay to Lessor a one-time signing bonus of Ten Thousand and No/100 Dollars (\$10,000.00) ("Signing Bonus").

Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties

acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

4. Ingress and Egress. Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, fiber, data transmission, and power lines, in connection with its use of the Leased Space. The term of these Easements will commence upon the Commencement Date and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures, and any other property from the Leased Space after expiration of the Initial Term or Renewal Term.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

5. Title and Quiet Possession. Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

6. Subordination, Non-disturbance and Attornment.

(a) **Subordination.** Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of

trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) **Secured Parties.** Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in the Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessee, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as the Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event Lessor gives Lessee any notice of default under the terms of the Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

7. Governmental Approvals and Compliance.

During the initial term or renewal term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of

Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued.

8. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole discretion. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: City of Gainesville
300 Henry Ward Way
Gainesville, GA 30501

Rent Payable to: City of Gainesville
300 Henry Ward Way
Gainesville, GA 30501

To Lessee: SBA Properties, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
RE:GA02629-A/North
Gainesville
Attn: Site Administration
Phone # (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

10. Lessee Improvements. Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the property of Lessee. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

11. Insurance. Lessor - Lessor, at all times during the initial term or renewal term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect. Such insurance shall name Lessee as an additional insured with respect to the Leased Space, shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance. Lessee - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance

policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

12. Operating Expense. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

13. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Premises.

14. Maintenance. Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

15. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for willful misconduct, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

16. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on

the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default

will be excused if due to causes beyond the reasonable control of Lessee.

17. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Option Period or the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits (either during the Option Period or the Term of this Lease) any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the storage, transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber.

18. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

19. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits, fiber, and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way. Lessee understands that the Leased Space is closed off to public access by a locked gate. Prior to entering the Leased Space, Lessee shall give Lessor at least two (2) hours' notice of Lessee's need for access by contacting Lessor via telephone at the mine line for the City Fire Department at 770-534-3612 or by such other means as Lessor may designate in writing.

20. Governing Law. The Lease shall be deemed executed in Gainesville, Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts of law. Lessee hereby submits to the jurisdiction of the Superior Court of Hall County, Georgia and will obtain and maintain an agent for services of process in the State of Georgia. Neither party will bring an action against the other party arising out of or relating to the Agreement in any forum or venue except the superior court of Hall County, Georgia. Lessee irrevocably waives any present or future objections to such venue for any such legal action and irrevocably waives the right to bring any legal action in any other jurisdiction.

21. Entire Lease. All of the representations and obligations of the parties are contained herein, and no

modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

22. Survey and Testing. Lessee will have the right during the initial term or renewal term of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

23. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

24. Hazardous Waste.

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. '9601 et seq. (42 U.S.C. '9601). The term "Environmental Laws"

will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

25. Mechanic's and Landlord's Liens. Lessee

will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

26. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

27. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

28. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

29. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

30. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

31. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memo and record same in the public records.

32. Interpretation. Each party to this Lease and its counsel have reviewed and had the option to revise this

Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

33. Condemnation. Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi-governmental authority or agency with the power of condemnation during the initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the initial term or renewal term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

34. Right of First Refusal. If at any time during the term of this Lease, Lessor receives a bona fide written offer ("Offer") from a third party to sell, assign, convey, lease or otherwise transfer its interest (or to obtain an option to do any of the foregoing) in the current or future Rent, the Leased Space or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. If Lessee accepts the Offer,

Lessor shall reject the Offer from the third party and close on the Offer with Lessee in accordance with its terms.

35. Date of Lease. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of

this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR:

City of Gainesville, a Georgia municipal corporation

By: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

LESSEE:

SBA Properties, LLC, a Delaware limited liability company

By: _____

Alyssa Houlihan

Title: Vice President of Site Leasing

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

Notary Public:

I do hereby certify that _____, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2017.

Notary Signature

Notary Public:

I do hereby certify that ALYSSA HOULIHAN, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2017.

Notary Signature

EXHIBIT A

PREMISES

PARCEL 1

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, and being Parcel 12, Block 2 of the Hall County Tax Map 14 and being described in the Warranty Deed recorded in Deed Book 229, page 213, Hall County Deed Records.

PARCEL 2

All that tract or parcel of land, lying and being in the City of Gainesville, Hall County, Georgia, being Parcel 14, Block 2 of the Hall County Tax Map 14, and being described in the Warranty Deed recorded in Deed Book 218, page 353, Hall County Deed Records.

PARCEL 3

All that tract or parcel of land, lying and being in the City of Gainesville, Hall County, Georgia, being Parcel 2, Block 2 of the Hall County Tax Map 14, and being described in the Warranty Deed recorded in Deed Book 92, pages 363-365, Hall County Deed Records.

PARCEL 4

All that tract or parcel of land, lying and being in the City of Gainesville, Hall County, Georgia, known and designated as 510-516 High Street according to the present numbering system used in the City of Gainesville and being Parcel 3, Block 1 of Hall County Tax Map 17, and being the same property described in the Warranty Deed recorded in Deed Book 111, page 103, Hall County Deed Records.

The above tracts are more fully shown on a plat recorded in Plat Slide 273, page 91A, Hall County Georgia Plat Records. Reference to said plat and the record thereof being made for a more full and complete description of said property. Said plat is dated 3-11-89 and shows two tracts, Tract A containing 1.205 acres of land and Tract B containing 2.151 acres of land for a total acreage of 3.356 acres. The plat was prepared by Farley-Collins Associates, Georgia Registered Land Surveyors and the plat shows the property to be located in the City of Gainesville, Hall County, Georgia, to have been prepared for Mary Helen Mosch.

EXHIBIT B

LEASED SPACE

All that tract or parcel of land lying and being in Land Lot 153, 9th District, City of Gainesville, Hall County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the Eastern right-of-way of Pine Street (R/W varies) and the Northern right-of-way of Summit Street (R/W varies); thence along the right-of-way of said Summit Street North 60°41'49" East, a distance of 309.29 feet to a point on the Northern right-of-way of aforesaid Summit Street as shown on the boundary survey for City of Gainesville, Public Safety Facility, prepared by Rochester & Associates, Inc., dated 7/30/08 and the True Point of Beginning; thence leaving said right-of-way North 23°52'14" West a distance of 100.00 feet to a point; thence North 60°41'49" East a distance of 100.00 feet to a point; thence South 23°52'14" East a distance of 100.00 feet to a point on the northern right-of-way of said Summit Street; thence along said right-of-way South 60°41'49" West a distance of 100.00 feet to the True Point of Beginning.

Said tract contains 0.229 acres or 9955 square feet.

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/29/2019
Presenter: Denise Jordan
Item of Business: Resolution: Qualifying for the 2019 Municipal Election
Meeting Date: 8/1/2019

Purpose of Request:

The purpose of this request is to address matters associated with qualifying for office.

History/Background:

Facts & Issues for Consideration:

The State of Georgia Constitution and Election Code as well as the City of Gainesville Charter and Code of Ordinances define the requirements to qualify and hold office. The proposed resolution provides the following:

1. Names the City Clerk as the qualifying officer.
2. Announces August 19, 20 and 21, 2019 as the qualifying period.
3. Authorizes advertisement.

Department Recommendation:

Adopt the resolution as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Resolution: Qualifying for the 2019 Municipal Election	Resolution
☐ Public Notice of Qualifying Period	Legal Ad

RESOLUTION BR-2019-___

QUALIFYING FOR THE 2019 MUNICIPAL ELECTION

WHEREAS, the City of Gainesville will hold its next regular scheduled election on November 5, 2019 to fill terms that will expire on December 31, 2019; and

WHEREAS, the Constitution of the State of Georgia, the Georgia Election Code, and the Charter and Code of Ordinances of the City of Gainesville define the requirements to hold office.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body hereby names the City Clerk as the Municipal Superintendent, Election Superintendent and Qualifying Officer for the purpose of qualifying candidates for the 2019 Municipal Election.

BE IT FURTHER RESOLVED THAT the governing body hereby authorizes and ratifies advertising by the City Clerk of August 19, 20 and 21, 2019 as the qualifying period pursuant to Georgia law.

BE IT FURTHER RESOLVED THAT decisions concerning the qualifying of candidates shall be determined by the City Clerk, or designee, in accordance with provisions of the Georgia Election Code, the Rules of the State Election Board, and the Charter and Code of Ordinances of the City of Gainesville.

Adopted this _____ **day of** _____, **2019.**

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

2019 CITY OF GAINESVILLE NOTICE OF GENERAL ELECTION

Notice is hereby given that a General Election for the City of Gainesville will be held on November 5, 2019 for the offices noted below. In accordance with O.C.G.A. §21-2-132, the qualifying dates will be August 19, 20 and 21, 2019. Qualifying will be conducted by the City Clerk's Office from 8:30 AM to 4:30 PM daily. The physical location is the Administration Building (Suite 303) located at 300 Henry Ward Way. Candidates shall pay the qualifying fee shown below and file a Notice of Candidacy and Affidavit.

Office	Qualifying Fee
Council Member, Ward 2	\$819.00
Council Member, Ward 3	\$819.00
Council Member, Ward 5	\$819.00
Board of Education Member, District 2	\$278.10
Board of Education Member, District 3	\$278.10
Board of Education Member, District 5	\$278.10

In accordance with O.C.G.A. §21-2-132(g) and (h), an Affidavit to Qualify in Forma Pauperis may be filed with a Qualifying Petition for Filing as a Pauper if the candidate is unable to pay the qualifying fee. Said petition shall be signed by 106 registered and eligible voters for the November 5, 2019 General Election.

Write-In candidates must file a Notice of Intention of Write-In Candidacy with the City Clerk's Office by August 28, 2019 and meet all requirements set forth in O.C.G.A. §21-2-133.

The last day to register and be eligible to vote in this election will be October 7, 2019. The polls will open on election day from 7:00 AM to 7:00 PM. If there is a need for a runoff election, the date of the runoff election will be December 3, 2019.

Visit <https://www.gainesville.org/voting> for more information.