



# BOARD OF APPEALS APPLICATION

RECEIVED  
APPLICATION FOR APPEAL, VARIANCE OR WAIVER

City of Snellville  
Planning & Development Department  
2342 Oak Road, 2<sup>nd</sup> Floor  
Snellville, GA 30078  
Phone 770.985.3513 [www.snellville.org](http://www.snellville.org)

SEP 6 2023

CITY OF SNELLVILLE  
PLANNING & DEVELOPMENT

1905 SCENIC HWY 5000 #2300431  
BOA VARIANCE #23-03  
PARCEL- 5040 209  
NORDSTROM 5000

**Applicant** is: (check one)  
 **Owner's Agent**  
 Contract Purchaser  
 Property Owner  
Gabriella Andreozzi / Supreme sign services  
Name (please print)  
5915 New Bethany Rd Suite A  
Address  
Buford, GA, 30518  
City, State, Zip Code  
(678) 971-5790, cell# - (321) 315-2191  
Phone Number(s) Fax

**Owner** (if not the applicant):  check here if there are additional property owners and attach additional sheets.  
GRI-EQY (Presidential Markets) LLC  
Name (please print)  
c/o First Washington Realty, Inc.  
Address  
7200 Wisconsin Avenue, Suite 600  
City, State, Zip Code  
Bethesda, MD 20817  
Phone Number(s) 301-961-3247 Fax

Contact Person: Gabriella Andreozzi Phone: (678) 971-5790 Fax: \_\_\_\_\_  
Cell Phone: (321) 315-2191 E-mail: Permits@supremesignservices.com  
Gabi@supremesignservices.com

**Application for** (check one):  
 Appeal (describe): \_\_\_\_\_  
 Variance or Waiver from Unified Development Ordinance (describe below):  
Exterior Signage sqft increase above what is currently  
allowed in city/county codes.

Property Address/Location: 1905 Scenic Hwy N suite 5000 District HSB Land Lot 1905 Parcel 5040 214  
Subdivision or Project Name: Presidential Markets Lot: 1905 Block: \_\_\_\_\_

### Application Submittal Checklist:

- Application original bearing original and notarized signatures and any supporting documents or exhibits.
- Letter of intent/written narrative detailing the appeal or requested variance or waiver.
- Responses to items on Attachment A.
- Responses to specific use criteria (see Criteria for Approval in Applicant Information).
- Site plan.
- Verification that county and city property taxes are paid.
- Warranty deed; security deed, or quit claim deed for subject property.
- Map indicating the subject property and adjacent properties identified by tax parcel number.
- Nine (9) stapled or bound copies of the application and any supporting documents or exhibits.
- Digital copy in .PDF format of application submittal (email, flash drive, etc.).
- Payment of application fee and public notification fees.

Board of Appeals Public Hearing Date and Time: \_\_\_\_\_ at 7:30 p.m.

### Application Fees:

\$200.00 per appeal or requested variance PLUS \$75 per Sign and \$15 per Adjoining Property Owner

ATTACHMENT "A"

APPEALS

If request is to APPEAL the decision of the Planning Director, please discuss your grievance in detail below. You may attach additional sheets and provide additional documentation as appropriate.

Check Box if NOT APPLICABLE

N/A - Asking for Signage sign Variance.

VARIANCES AND WAIVERS

\* Please see attached documentation for \* all answers needed regarding variance

To authorize, upon appeal in specific cases, variance or waiver from the terms of the Unified Development Ordinance ("UDO") as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the UDO would result in unnecessary hardship.

A variance may not be granted by the Board of Appeals unless and until a written application for a variance or waiver is submitted demonstrating the following (you may attach additional sheets if necessary):

1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures, or buildings in the same zoning district.

Due to foliage and store placement inside of the shopping center, the client (Nordstrom Rack) is requesting a larger sign on the front of their building. They feel motorists on either side of the highways view have been obstructed and would like the sign to be bigger for visibility.

2) That literal interpretation of the provisions of the UDO would deprive the applicant or rights commonly enjoyed by other properties in the same zoning district under the terms of the UDO.

The signage in the shopping center currently would not be affected if the larger requested signage for Nordstrom Rack was permitted. It would not draw attention away from the other tenants as we are only asking for a 25% overall increase.

3) That the special conditions and circumstances do not result from the actions of the applicant.

We are the third party vendor hired on behalf of Coast Sign for sign permit obtainment and installation of signage. We have no affiliation or contact with main client (Nordstrom Rack) and are presenting only with information Coast Sign has provided.

4) That granting the variance or waiver requested will not confer on the applicant any special privilege that is denied by the UDO to other lands, structures, or buildings in the same zoning district.

Due to a confidentiality contract agreement, we do not confer with the end client/applicant Nordstrom Rack in any way.

No nonconforming use of neighboring lands, structures, or buildings in the same zoning district, and no permitted or nonconforming use of lands, will be considered grounds for the issuance of a variance.

## APPLICATION CERTIFICATIONS

In the event an owner's agent or contract purchaser is filing this application, both certifications below must be completed. If the property owner is filing the application, both certifications must be completed.

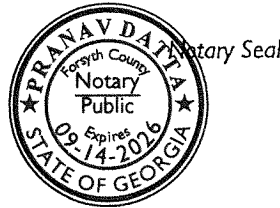
### APPLICANT CERTIFICATION

The undersigned below, is authorized to make this application and swears and affirms under penalty of perjury under the laws of the State of Georgia that the information provided herein is true and correct to the best of his/her knowledge and belief. The undersigned is aware that, in granting any variance or waiver, the Board of Appeals may prescribe appropriate conditions and safeguards in conformity with the Unified Development Ordinance. Violation of such conditions and safeguards when made a part of the terms under which the variance or waiver is granted, shall be deemed a violation of the Unified Development Ordinance and punishable under Article 3 of the UDO. If the application for variance or waiver is denied by the Board of Appeals, a re-application for such variance or waiver may not be made earlier than 12-months from the date of the original application. The undersigned is aware that any person aggrieved by a decision or order of the Board of Appeals may appeal by certiorari to the Superior Court of Gwinnett County. Such appeal must be filed within 30-days from the date of the decision of the Board of Appeals. Upon failure to file the appeal within 30-days from the date of decision, the decision of the Board of Appeals will be final.

Gabriella Androcci 9/6/23  
 Signature of Applicant Date

Gabriella Androcci  
 Type or Print Name and Title

[Signature] 9/6/23  
 Signature of Notary Public Date



### PROPERTY OWNER CERTIFICATION

The undersigned below, is the owner of the property considered in this application as it is shown in the records of Gwinnett County, Georgia and the City of Snellville, Georgia. I authorize the person named above to act as applicant in the pursuit of obtaining a variance or waiver for this property.

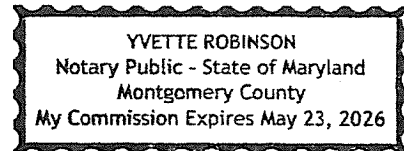
GRI-EQY (Presidential Markets) LLC, by First Washington Realty, Inc., its authorized agent

Kenneth E. Miller 9/6/2023  
 Signature of Owner Date

Kenneth E. Miller, its Senior Vice President  
 Type or Print Name and Title

Notary Seal

Yvette Robinson 9-6-2023  
 Signature of Notary Public Date



\*\*\*\*\* FOR OFFICE USE ONLY \*\*\*\*\*

Date Received: _____		Received By: _____		Total Fees Paid: _____		Original RCVD: <input type="checkbox"/> YES <input type="checkbox"/> NO	
						9 Copies RCVD: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Legal Ad Requested (Date): _____ for Publication on (Date) _____				PUBLIC HEARING DATE & TIME: _____			
Public Notice Sign(s) Requested (Date): _____ for Posting by (date): _____				APO Notice Mailing (date): _____			
Comments: _____							

# PRESIDENTIAL MARKETS SHOPPING CENTER

GEORGIA HWY 124 & RONALD REAGAN PARKWAY - GWINNETT COUNTY, SNELLVILLE, GA 30078

Target (Not Owned)  
R5040 212

Carmike Cinema  
R5056 107

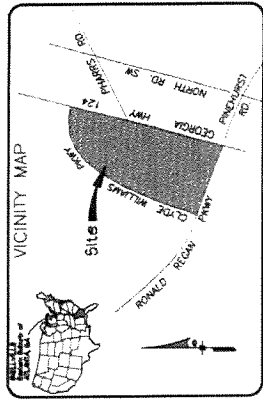
PetsMart  
R5040 209

Main Roadway  
R5040 361

Publix & Shops  
R5040 214

Panera & Shops  
R5056 086

Ross Office Depot & Shops  
R5056 085



SPACE	LEGEND/TENANT	SIZE S.F.
01	10000A PANERA BREAD	4,740
02	10000B FIVE SPOT YOGURT	2,984
03	10000C STARS	5,000
04	1100 PAYLESS SHOE SOURCE	3,450
05	1100 BATH & BODY WORKS	3,000
06	1110 SAKEGURA RESTAURANT	2,431
07	1130 DOCTOR'S VISIONWORKS #492	3,500
08	1140 TOSHIBA FASHIONS	4,650
09	140 SHOE CARNAVAL #113	1,536
10	2000 MARSHALL'S #86	10,000
11	2000 MARSHALL'S #86	10,000
12	210 LANE BRYANT #6816	6,000
13	220 MASSAGE ENVOY	2,980
14	230 LOCK BLOCK #10995	3,000
15	3000 T.J. MAXX	32,000
16	310 T.J. MAXX	4,800
17	320 T.J. MAXX	1,800
18	330 GREAT CLIPS	1,044
19	4000 PUBlix #16,146	2,000
20	410 ANAZAO SALON	6,000
21	420 ZZZ'S BY ASHLEY	6,000
22	5000 BED BATH & BEYOND #168	35,127
23	510 PRACHITRE CHILD DENTISTRY	5,850
24	6000 MARSHALLS #07 0901	44,868
25	610 MARSHALLS #07 0901	2,000
26	610 BIG FROG SPRINKING	1,060
27	640 PRO TOP NAILS II	1,060
28	650 MAH TONG RESTAURANT	3,987
29	700	1,400
30	710-30 PARTY CITY	13,290
31	8000 ROSS DRESS TOP LESS #538	30,464
32	8050 BEADY MART	3,900
33	810	2,000
34	820	2,000
35	9000 OFFICE DEPOT #166	31,692
36	9000 OFFICE DEPOT #166	19,115
	Grand Total	393,251

H.C.P. PARKING = 73 TOTAL PARKING = 2,076

**FIRST WASHINGTON REALTY, INC.**  
4350 EAST-WEST HIGHWAY, SUITE 400  
BETHESDA, MARYLAND 20814  
MAIN OFFICE: (301) 907-7800

## Authorization and Consent Form

### Project Address:

Nordstrom Rack – Snellville  
1905 Scenic Hwy N Ste 5000  
Snellville, GA 30078-5690

### Landlord Details:

Name: GRI-EQY (PRESIDENTIAL MARKETS) LLC,  
Address: C/O First Washington Realty Inc. 7200 Wisconsin Ave, Suite 600  
City, State, Zip: Bethesda, MD 20814  
Phone: 301-907-7800

**DRAWING ID:** PRJ-NORD-181515

**Project:** Sign Package

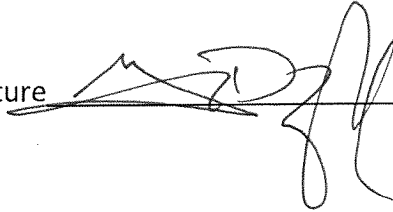
To Whom It May Concern:

I am a duly authorized representative of GRI-EQY, for the above referenced address. *Presidential Markets, LLC*

In my capacity as Landlord/Landlord's representative, I approve the recommended signage for the above referenced location. I further authorize Coast Sign or their representative to obtain a permit in Vendor's name. All permits for the sign program hereby consented by Landlord.

Authorized By (Name, Title) GRI-EQY (PRESIDENTIAL MARKETS) LLC Auth Agent

Authorization Signature



Dated 6/28/2023

BK48905PG0632

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

2008 JUN 11 PM 12:34

TOM LAWLER, CLERK

When recorded return to:  
Carrie Tullis, LandAmerica  
5 Concourse Parkway, Suite 1425  
Atlanta, Georgia 30328

305238

(Space Above for Recorder's Use)

After Recording Please Return To:  
Equity One, Inc.  
1600 NE Miami Gardens Drive  
North Miami Beach, Florida 33179  
Attn: Brianna Haggard, Esq.

PT-61 # 67-2008-014482  
GWINNETT CO. GEORGIA  
REAL ESTATE TRANSFER TAX  
\$ 58,500.00  
TOM LAWLER CLERK OF  
SUPERIOR COURT

STATE OF GEORGIA

COUNTY OF GWINNETT

**LIMITED WARRANTY DEED**

THIS INDENTURE is made as of this 9th day of June, 2008, between **EQUITY ONE (PRESIDENTIAL MARKETS) INC.**, a Georgia corporation, (hereinafter referred to as "*Grantor One*") and **GRI-EQY (PRESIDENTIAL MARKETS) LLC**, a Delaware limited liability company, (hereinafter referred to as "*Grantee*") with regard to that certain property as described more completely on **EXHIBIT "A"** attached hereto ("*Property One*"); and between **EQUITY ONE (SOUTHEAST PORTFOLIO) INC.**, a Georgia corporation (hereinafter referred to as "*Grantor Two*") and *Grantee* with regard to that certain property as described more completely on **EXHIBIT "B"** attached hereto ("*Property Two*") (Grantor One and Grantor Two to be collectively referred to as "*Grantors*") ("*Grantor One*", "*Grantor Two*" and "*Grantee*" to include their respective successors, legal representatives and assigns where the context requires or permits).

**WITNESSETH:**

GRANTORS, in consideration of the sum of (\$) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged,

0060840

36

have granted bargained, sold, aliened, conveyed and confirmed, and do hereby grant, bargain, sell, alien, convey and confirm unto Grantee all those certain tracts or parcels of land lying and being in Gwinnett County, Georgia (hereinafter referred to collectively as the "Land") as more particularly described in the attached EXHIBIT "A" and EXHIBIT "B," which exhibits are incorporated herein.


TOGETHER WITH all rights, members, structures, easements, alleys, ways, appurtenances, improvements, chattels, timber, shrubbery, trees, plants, fixtures, privileges, tenements or hereditaments incident or appurtenant thereto (the foregoing, together with the Land, are herein referred to as the "Property"), subject to those matters set forth and described on EXHIBIT "C" and EXHIBIT "D" attached hereto and by this reference made a part hereof (herein referred to as the "Permitted Encumbrances").

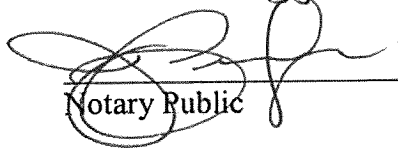
TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE, subject only to the Permitted Encumbrances.

AND GRANTORS WILL WARRANT and forever defend the right and title to the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against the claims of any persons owning, holding or claiming by, through or under Grantors.

IN WITNESS WHEREOF, Grantor One has hereunto caused this Indenture to be executed under seal by its duly authorized representative as of the date and year first above written.

Signed, sealed and delivered  
In the presence of:

  
\_\_\_\_\_  
Unofficial Witness  
Brianna Haggard

  
\_\_\_\_\_  
Notary Public

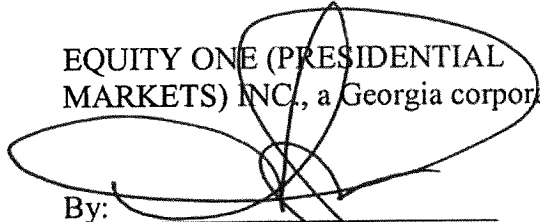
(NOTARIAL SEAL)

My Commission Expires:

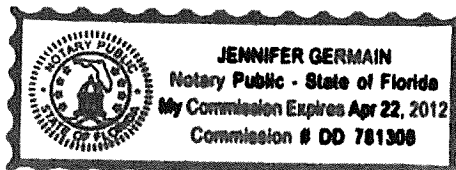
\_\_\_\_\_

GRANTOR ONE:

EQUITY ONE (PRESIDENTIAL  
MARKETS) INC., a Georgia corporation



By: \_\_\_\_\_  
Name: Arthur L. Gallagher  
Title: Vice President and Secretary




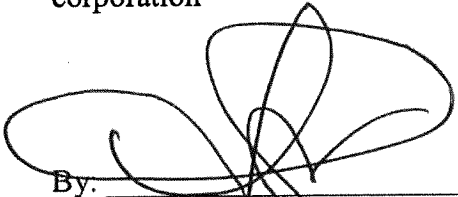
IN WITNESS WHEREOF, Grantor Two has hereunto caused this Indenture to be executed under seal by its duly authorized representative as of the date and year first above written.

Signed, sealed and delivered  
In the presence of:

GRANTOR TWO:

EQUITY ONE (SOUTHEAST  
PORTFOLIO) INC., a Georgia  
corporation

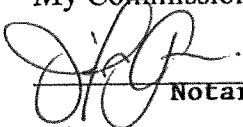
  
\_\_\_\_\_  
Unofficial Witness  
Brianna Haggard

  
By: \_\_\_\_\_  
Name: Arthur L. Gallagher  
Title: Vice President and Secretary

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

My Commission Expires: 4-22-2012

  
\_\_\_\_\_  
Notary Public

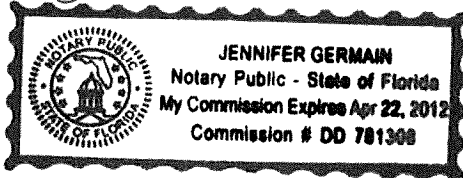




EXHIBIT "A"Legal Description to Property One**TRACT 1**

All that tract or parcel of land lying and being in Land Lot 40 of the 5<sup>th</sup> District, Gwinnet County, Georgia, and being more particularly described as follows:

**BEGINNING** at a point found at the southwest corner of a mitered line of the right-of-way intersection of the northwesterly right-of-way line of Georgia Highway 124 (Scenic Highway) (having a variable right-of-way width) and the northeasterly right-of-way line of Ronald Reagan Parkway (having a variable right-of-way width); thence running along the northeasterly right-of-way line of Ronald Reagan Parkway along the arc of a curve to the right (said arc being subtended by a chord bearing North 68 degrees 59 minutes 11 seconds West, having a radius of 894.93 feet and a chord length of 228.85 feet) an arc distance of 229.48 feet to a point; thence leaving said northeasterly right-of-way line and running North 13 degrees 52 minutes 00 seconds East a distance of 305.20 feet to a point; thence running South 76 degrees 08 minutes 00 seconds East a distance of 63.00 feet to a point; thence running North 13 degrees 52 minutes 00 seconds East a distance of 19.48 feet to a point; thence running South 75 degrees 57 minutes 36 seconds East a distance of 188.62 feet to a point on the northwesterly right-of-way line of Georgia Highway 124 (Scenic Highway); thence running along said northwesterly right-of-way line South 14 degrees 02 minutes 24 seconds West a distance of 335.14 feet to a point located at the northeast corner of a mitered line at the right-of-way intersection of the northwesterly right-of-way line of Georgia Highway 124 (Scenic Highway) and the northeasterly right-of-way line of Ronald Reagan Parkway; thence running along said mitered line South 67 degrees 19 minutes 20 seconds West a distance of 29.29 feet to a point, being the POINT OF BEGINNING; said tract containing 1.95 acres (85,075 square feet), more or less, and being shown as Tract 1 on that certain ALTA/ACSM Land Title Survey for Archon Financial, L.P., Cousins Properties Incorporated, and First American Title Insurance Company, prepared by Armstrong Land Surveying, Inc., certified by Robert T. Armstrong, Georgia Registered Land Surveyor No. 1901, dated March 21, 2001, last revised April 24, 2001.

Together With Operation And Easement Agreement among Dayton Hudson Corporation and Cousins Properties Incorporated and Cousins/New Market Development Company, Inc., dated November 22, 1993, filed November 23, 1993 and recorded in Deed Book 9637, Page 134, aforesaid records; as amended by First Amendment dated July 19, 1994, filed July 26, 1994 and recorded in Deed Book 10529, Page 89, aforesaid records; as further amended by Second Amendment dated February 22, 1999, filed March 2, 1999 and recorded in Deed Book 17867, Page 77, aforesaid records; as further amended by Third Amendment dated April 30, 2001, filed May 1, 2001 and recorded in Deed Book 22985, Page 86, aforesaid records.

Tax Map No. 5040 209

**TRACT 2**

All that tract or parcel of land lying and being in Land Lot 40 of the 5<sup>th</sup> District, Gwinnett County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point found at the northeast corner of a mitered line of the right-of-way intersection of the northwesterly right-of-way line of Georgia Highway 124 (Scenic Highway) (having a variable right-of-way width) and the northeasterly right-of-way line of Ronald Reagan Parkway (having a variable right-of-way width); thence running along the northwesterly right-of-way line of Georgia Highway 124 and following the curvature thereof, the following courses and distances: North 14 degrees 02 minutes 24 seconds East a distance of 335.14 feet to a point; North 14 degrees 02 minutes 24 seconds East a distance

of 18.61 feet to a point; North 76 degrees 08 minutes 00 seconds West a distance of 17.03 feet to a point; North 13 degrees 52 minutes 00 seconds East a distance of 60.32 feet to a point; North 76 degrees 08 minutes 00 seconds West a distance of 40.00 feet to a point; North 13 degrees 52 minutes 00 seconds East a distance of 40.00 feet to a point; South 76 degrees 08 minutes 00 seconds East a distance of 40.00 feet to a point; and North 13 degrees 52 minutes 00 seconds East a distance of 99.68 feet to a point, being the POINT OF BEGINNING; from said POINT OF BEGINNING, as thus established, thence leaving said northwesterly right-of-way line of Georgia Highway 124 and running North 13 degrees 52 minutes 00 seconds East a distance of 9.93 feet to a point; thence running North 76 degrees 08 minutes 00 seconds West a distance of 122.13 feet to a point; thence running North 13 degrees 52 minutes 00 seconds East a distance of 42.01 feet to a point; thence running South 76 degrees 08 minutes 00 seconds East a distance of 33.77 feet to a point on said northwesterly right-of-way line of Georgia Highway 124; thence running along said northwesterly right-of-way line of Georgia Highway 124 and following the curvature thereof, the following courses and distances: South 13 degrees 52 minutes 00 seconds West a distance of 76.68 feet to a point; and North 76 degrees 08 minutes 00 seconds West a distance of 17.03 feet to a point, being the POINT OF BEGINNING; said tract containing 0.15 of an acre (6,300 square feet), more or less, and being shown as Tract 2 on that certain ALTA/ACSM Land Title Survey for Archon Financial, L.P., Cousins Properties Incorporated, and First American Title Insurance Company, prepared by Armstrong Land Surveying, Inc., certified by Robert T. Armstrong, Georgia Registered Land Surveyor No. 1901, dated March 21, 2001, last revised April 27, 2001.

Together With Operation And Easement Agreement among Dayton Hudson Corporation and Cousins Properties Incorporated and Cousins/New Market Development Company, Inc., dated November 22, 1993, filed November 23, 1993 and recorded in Deed Book 9637, Page 134, aforesaid records; as amended by First Amendment dated July 19, 1994, filed July 26, 1994 and recorded in Deed Book 10529, Page 89, aforesaid records; as further amended by Second Amendment dated February 22, 1999, filed March 2, 1999 and recorded in Deed Book 17867, Page 77, aforesaid records; as further amended by Third Amendment dated April 30, 2001, filed May 1, 2001 and recorded in Deed Book 22985, Page 86, aforesaid records.

Tax Map No. 5040 361

## TRACT 3

All that tract or parcel of land lying and being in Land Lots 40, 41, 56 and 57 of the 5<sup>th</sup> District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a point found at southeast corner of a mitered line at the right-of-way intersection of the northwesterly right-of-way line of Georgia Highway 124 (Scenic Highway) (having a variable right-of-way width) and the southwesterly right-of-way line of Clyde Williams Parkway (having a variable right-of-way width); thence running along the northwesterly right-of-way line of Georgia Highway 124 and following the curvature thereof, the following courses and distances: along the arc of a curve to the right (said arc being subtended by a chord bearing South 14 degrees 45 minutes 09 seconds West, having a radius of 22,990.00 feet, and a chord length of 246.38 feet) an arc distance of 246.38 feet to a point; South 14 degrees 26 minutes 38 seconds West a distance of 141.49 feet to a point; South 14 degrees 26 minutes 42 seconds West a distance of 213.59 feet to a point; North 75 degrees 33 minutes 18 seconds West a distance of 18.00 feet to a point; South 14 degrees 26 minutes 42 seconds West a distance of 39.92 feet to a point; South 75 degrees 33 minutes 18 seconds East a distance of 41.03 feet to a point; South 13 degrees 55 minutes 13 seconds West a distance of 12.93 feet to a point; North 76 degrees 07 minutes 00 seconds West a distance of 2.97 feet to a point; and South 13 degrees 55 minutes 15 seconds West a distance of 160.41 feet to a point; thence leaving said northwesterly right-of-way line and running North 12 degrees 55 minutes 52 seconds West a distance of 42.19 feet to a point; thence running North 49 degrees 31 minutes 55 seconds West a distance of 50.09 feet to a point; thence running North 76 degrees 04 minutes 45 seconds West a

distance of 120.34 feet to a point; thence running South 13 degrees 52 minutes 00 seconds West a distance of 207.86 feet to a point; thence running South 31 degrees 08 minutes 00 seconds East a distance of 19.76 feet to a point; thence running South 76 degrees 05 minutes 00 seconds East a distance of 170.03 feet to a point on said northwesterly right-of-way of Georgia Highway 124; thence running along said northwesterly right-of-way line of Georgia Highway 124 and following the curvature thereof, the following courses and distances: South 13 degrees 55 minutes 15 seconds West a distance of 24.92 feet to a point; and South 13 degrees 53 minutes 56 seconds West a distance of 288.24 feet to a point; thence leaving said northwesterly right-of-way line and running North 76 degrees 10 minutes 44 seconds West a distance of 159.93 feet to a point; thence running South 58 degrees 52 minutes 00 seconds West a distance of 19.80 feet to a point; thence running South 13 degrees 52 minutes 00 seconds West a distance of 170.00 feet to a point; thence running South 31 degrees 05 minutes 39 seconds East a distance of 19.80 feet to a point; thence running South 76 degrees 06 minutes 08 seconds East a distance of 136.71 feet to a point; thence running North 63 degrees 51 minutes 10 seconds East a distance of 30.20 feet to a point on said northwesterly right-of-way line of Georgia Highway 124; thence running along said westerly right-of-way line of Georgia Highway 124 and following the curvature thereof, the following courses and distances: South 13 degrees 53 minutes 56 seconds West a distance of 104.40 feet to a point; and South 13 degrees 52 minutes 00 seconds West a distance of 37.33 feet to a point; thence leaving said northwesterly right-of-way line and running North 10 degrees 21 minutes 32 seconds West a distance of 45.41 feet to a point; thence running North 53 degrees 11 minutes 11 seconds West a distance of 53.73 feet to a point; thence running North 76 degrees 06 minutes 08 seconds West a distance of 105.66 feet to a point; thence running South 13 degrees 52 minutes 00 seconds West a distance of 214.00 feet to a point; thence running South 58 degrees 52 minutes 00 seconds West a distance of 70.59 feet to a point; thence running South 13 degrees 52 minutes 00 seconds West a distance of 53.20 feet to a point; thence running North 76 degrees 08 minutes 00 seconds West a distance of 390.16 feet to a point; thence running South 13 degrees 52 minutes 00 seconds West a distance of 65.00 feet to a point; thence running North 76 degrees 08 minutes 00 seconds West a distance of 231.50 feet to a point; thence running North 13 degrees 52 minutes 00 seconds East a distance of 10.00 feet to a point; thence running North 76 degrees 08 minutes 00 seconds West a distance of 164.67 feet to a point; thence running North 13 degrees 52 minutes 00 seconds East a distance of 19.72 feet to a point; thence running North 62 degrees 31 minutes 28 seconds East a distance of 117.73 feet to a 2 inch rebar found; thence running North 13 degrees 52 minutes 00 seconds East a distance of 45.05 feet to a 2 inch rebar found; thence running North 59 degrees 44 minutes 07 seconds East a distance of 104.30 feet to a 2 inch rebar found; thence running South 76 degrees 08 minutes 00 seconds East a distance of 55.59 feet to a 2 inch rebar found; thence running North 58 degrees 52 minutes 00 seconds East a distance of 83.64 feet to a 2 inch rebar found; thence running North 13 degrees 52 minutes 00 seconds East a distance of 250.00 feet to a point; thence running North 13 degrees 52 minutes 50 seconds East a distance of 758.80 feet to a point; thence running North 75 degrees 04 minutes 36 seconds East a distance of 21.24 feet to a point; thence running South 76 degrees 07 minutes 10 seconds East a distance of 46.41 feet to a point; thence running North 13 degrees 52 minutes 50 seconds East a distance of 170.97 feet to a point; thence running North 76 degrees 07 minutes 10 seconds West a distance of 29.37 feet to a point; thence running North 13 degrees 52 minutes 50 seconds East a distance of 55.20 feet to a point; thence running North 76 degrees 07 minutes 10 seconds West a distance of 29.65 feet to a point; thence running North 13 degrees 52 minutes 50 seconds East a distance of 34.44 feet to a point; thence running North 76 degrees

## Tract 3 continued:

07 minutes 10 seconds West a distance of 261.09 feet to a point on the southeasterly right-of-way line of Clyde Williams Parkway; thence running along the southeasterly, southerly and southwesterly right-of-way line of Clyde Williams Parkway and following the curvature thereof, the following courses and distances: along the arc of a curve to the right (said arc being subtended by a chord bearing North 70 degrees 04 minutes 42 seconds East, having a radius of 625.00 feet, and a chord length of 640.30 feet) an arc distance of 672.24 feet to a point; and South 79 degrees 06 minutes 29 seconds East a distance of 430.50 feet to a point located at the northwest corner of a mitered line at the right-of-way intersection of the northwesterly right-of-way line of Georgia Highway 124 and the southwesterly right-of-way line of Georgia Highway 124; thence running along said mitered line South 32 degrees 35 minutes 59 seconds East a distance of 18.19 feet to a point, being the POINT OF BEGINNING; said tract containing 29.75 acres (1,295,927 square feet), more or less, and being shown as Tract 3 on that certain ALTA/ACSM Land Title Survey for Archon Financial, L.P., Cousins Properties Incorporated, and First American Title Insurance Company, prepared by Armstrong Land Surveying, Inc., certified by Robert T. Armstrong, Georgia Registered Land Surveyor No. 1901, dated March 21, 2001, last revised April 27, 2001.

TOGETHER WITH rights appurtenant to the above-described property contained in the following:

1. Operation and Easement Agreement among Dayton Hudson Corporation, a Minnesota corporation, Cousins Properties Incorporated, a Georgia corporation, and Cousins/New Market Development Company, Inc., a Georgia corporation, dated November 22, 1993, recorded in Deed Book 9637, page 134, aforesaid records, as amended by First Amendment thereto, dated July 19, 1994, recorded in Deed Book 10529, page 89, aforesaid records; as amended by Second Amendment thereto dated February 22, 1999, recorded in Deed Book 17867, page 77, aforesaid records; and as amended by Third Amendment thereto, dated as of April 30, 2001, recorded in Deed Book 22985, page 86, aforesaid records.
2. Sanitary Sewer and Drainage Easement Agreement between John Hardy Jones and Madison Ventures, Ltd. and Cousins/New Market Development Company, Inc., dated November 22, 1993, recorded in Deed Book 9637, page 71, aforesaid records.
3. Joint Driveway Easement Agreement and Restrictive Covenants between John Hardy Jones and Madison Ventures, Ltd. and Cousins/New Market Development Company, Inc., dated November 22, 1993, recorded in Deed Book 9637, page 48, aforesaid records.
4. Declaration of Restrictive Covenants by Cousins/New Market Development Company, Inc., dated July 19, 1994, recorded in Deed Book 10529, page 131, aforesaid records.
5. Drainage Easement Agreement among John Hardy Jones, Madison Ventures, Ltd., Cousins/New Market Development Company, Inc. and Cousins Properties Incorporated, dated November 21, 1994, recorded in Deed Book 10975, page 203, aforesaid records.
6. Declaration of Restrictive Covenants by Cousins/New Market Development Company, Inc., dated as of December 30, 1994, recorded in Deed Book 10975, page 228, aforesaid records.
7. Declaration Regarding Joint Entranceways by Cousins/New Market Development Company, Inc., dated January 6, 1995, recorded in Deed Book 10992, page 281, aforesaid records.
8. Access easements reserved in the following:
  - a. Limited Warranty Deed from John Hardy Jones to Cousins/New Market Development Company, Inc., a Georgia corporation, dated November 22, 1993, recorded in Deed Book 9637, page 15, aforesaid records; and
  - b. Limited Warranty Deed from Madison Ventures, Ltd., a Georgia corporation and John Hardy Jones to Cousins/New Market Development Company, Inc., a Georgia corporation, dated November 22, 1993, recorded in Deed Book 9637, page 25, aforesaid records.

EXHIBIT "B"Legal Description to Property TwoTract 4

All that tract or parcel of land lying and being in Land Lots 41 and 56 of the 5<sup>th</sup> District, Gwinnett County, Georgia, and being more particularly described as follows:

COMMENCING at a point found at the southwest corner of a mitered line of the right of way intersection of Georgia Highway 124 (Scenic Highway) and Clyde Williams Parkway; thence along said mitered right of way north 32 degrees 35 minutes 59 seconds west a distance of 18.19 feet to a point on the southerly right of way of Clyde Williams Parkway; thence along said right of way north 79 degrees 06 minutes 29 seconds west a distance of 430.50 feet to a point; thence continuing along said right of way along a curve to the left an arc distance of 672.24 feet, said curve having a radius of 625.00 feet and being subtended by a chord of 640.30 feet of south 70 degrees 04 minutes 42 seconds west to a point, said point being the POINT OF BEGINNING; thence leaving said right of way south 76 degrees 07 minutes 10 seconds east a distance of 261.09 feet to a point; thence south 13 degrees 52 minutes 50 seconds west a distance of 34.44 feet to a point; thence south 76 degrees 07 minutes 10 seconds east a distance of 29.55 feet to a point; thence south 13 degrees 52 minutes 50 seconds west a distance of 55.20 feet to a point; thence south 76 degrees 07 minutes 20 seconds east a distance of 29.37 feet to a point; thence south 13 degrees 52 minutes 50 seconds west a distance of 170.97 feet to a point; thence north 76 degrees 07 minutes 10 seconds west a distance of 46.41 feet to a point; thence south 75 degrees 04 minutes 36 seconds west a distance of 21.24 feet to a point; thence south 13 degrees 52 minutes 50 seconds west a distance of 758.80 feet to a point; thence north 76 degrees 07 minutes 10 seconds west a distance of 279.93 feet to a point; thence north 13 degrees 52 minutes 50 seconds east a distance of 255.00 feet to a point; thence north 78 degrees 07 minutes 10 seconds west a distance of 161.20 feet to a point on the southerly right of way of Clyde Williams Parkway; thence along said right of way north 25 degrees 21 minutes 34 seconds east a distance of 324.81 feet to a point; thence continuing along said right of way north 27 degrees 03 minutes 50 seconds east a distance of 340.54 feet to a point; thence continuing along said right of way along a curve to the right an arc distance of 133.09 feet, said curve having a radius of 525.00 feet and being subtended by a chord of 132.84 feet at north 33 degrees 09 minutes 52 seconds east to a point, said point being the POINT OF BEGINNING.

Said tract contains 361,717 sf. (8.30 acres)

TOGETHER WITH easement rights as contained in the following:

- a. Joint Driveway Easement Agreement and Restrictive Covenants by and between John Hardy Jones and Madison Ventures, Ltd. and Cousins/New Market Development Company, Inc. dated November 22, 1993, recorded in Deed Book 9637, page 48, Gwinnett County records;
- b. Maintenance obligations contained in Joint Driveway Easement Agreement by and between John Hardy Jones, Madison Ventures, Ltd. and Cousins/New Market Development Company, Inc. and Cousins Properties Incorporated dated November 21, 1994, filed November 23, 1994, recorded in Deed Book 10872, page 53, aforesaid records; and

TOGETHER WITH Operation And Easement Agreement among Dayton Hudson Corporation and Cousins Properties Incorporated and Cousins/New Market Development Company, Inc., dated November 22, 1993, filed November 23, 1993 and recorded in Deed Book 9637, Page 134, aforesaid records; as amended by First Amendment dated July 19, 1994, filed July 26, 1994 and recorded in Deed Book 10529, Page 89, aforesaid records; as further amended by Second Amendment dated February 22, 1999, filed March 2, 1999 and recorded in Deed Book 17867, Page 77, aforesaid records; as further amended by Third Amendment dated April 30, 2001, filed May 1, 2001 and recorded in Deed Book 22985, Page 86, aforesaid records.

Tax Map No. 5056 107

EXHIBIT "C"

Permitted Encumbrances to Property One

1. All taxes for the year 2008 and subsequent years which are liens not yet due and payable.
2. Rights of tenants, as tenants only, with no option to purchase or right of first refusal.
3. Right of Way Easement from Clyde Williams to Walton Electric Membership Corporation, dated December 20, 1984, filed May 13, 1985 and recorded in Deed Book 3043, Page 263, aforesaid records.
4. Sewer Easements in favor of Gwinnett County, as follows:
  - a) From Lamar Williams and Dennis C. Williams, Hazel W. Moon, Carolyn W. Hood, Nancy S. Williams, Vera E. Williams, Mary Williams, Wynett Williams, Martha W. Cooper, Gail W. Walls, Joan W. Ottinger, Kenneth Hood and George Moon, dated April 19, 1986, filed May 15, 1986 and recorded in Deed Book 3539, Page 222, aforesaid records;
  - b) From John Hardy Jones, dated October 29, 1986, filed October 31, 1986 and recorded in Deed Book 3894, Page 3, aforesaid records; and
  - c) From Madison Ventures, Ltd. and John Hardy Jones, dated April 9, 1991, filed April 9, 1991 and recorded in Deed Book 6475, Page 54, aforesaid records.
5. Conveyance Of Access Rights by John Hardy Jones to the Department of Transportation, State of Georgia, dated June 16, 1987, filed July 1, 1987 and recorded in Deed Book 4402, Page 190, aforesaid records.
6. Easement from John Hardy Jones to BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company, dated March 24, 1993, filed April 23, 1993 and recorded in Deed Book 8655, Page 177, aforesaid records, as shown on that certain survey prepared by Robert T. Armstrong, L.S., GRLS# 1901, dated January 28, 2008, and last revised May 6, 2008 (the "Survey").

7. Access easements reserved in the following:

- a) Limited Warranty Deed from John Hardy Jones to Cousins/New Market Development Company, Inc., a Georgia corporation, dated November 22, 1993, filed November 23, 1993 and recorded in Deed Book 9637, Page 15, aforesaid records, as shown on Survey;
- b) Limited Warranty Deed from John Hardy Jones and Madison Ventures, Ltd., a Georgia corporation, to Cousins/New Market Development Company, Inc., a Georgia corporation, dated November 22, 1993, filed November 23, 1993 and recorded in Deed Book 9637, Page 25, aforesaid records, as shown on Survey.

8. Joint Driveway Easement Agreement And Restrictive Covenants between John Hardy Jones, Madison Ventures, Ltd., a Georgia corporation, and Cousins/New Market Development Company, Inc., a Georgia corporation, dated November 22, 1993, filed November 23, 1993 and recorded in Deed Book 9637, Page 48, aforesaid records, as shown on Survey.

9. Water Metering Device Easements in favor of Gwinnett County, as follows:

- a) From Cousins Properties Incorporated, dated February 17, 1994, filed March 16, 1994 and recorded in Deed Book 10112, Page 83, aforesaid records, as shown on Survey;
- b) From Cousins MarketCenters, Inc., dated April 30, 1997, filed June 19, 1997 and recorded in Deed Book 14337, Page 32, aforesaid records, as shown on Survey.

10. Sewer Easements to Gwinnett County, as follows:

- a) From Cousins Properties, Incorporated, dated February 17, 1994, filed March 16, 1994 and recorded in Deed Book 10112, Page 85, aforesaid records, as shown on Survey; and



- b) From Cousins/New Market Development Company, Inc., dated February 17, 1994, filed March 16, 1994 and recorded in Deed Book 10112, Page 90, aforesaid records, as shown on Survey.
- 11. Agreement Regarding Outparcels by and between Cousins/New Market Development Company, Inc. and Cousins Properties Incorporated, dated July 19, 1994, filed July 26, 1994 and recorded in Deed Book 10529, Page 104, aforesaid records.
- 12. Declaration Of Restrictive Covenants by Cousins/New Market Development Company, Inc., dated July 19, 1994, filed July 26, 1994 and recorded in Deed Book 10529, Page 131, aforesaid records.
- 13. Department of Transportation Sight Distance Easement by and among Cousins Properties Incorporated, Cousins/New Market Development Company, Inc. and SouthTrust Bank of Georgia, N.A., in favor of Department of Transportation, dated October 18, 1994, filed October 19, 1994 and recorded in Deed Book 10783, Page 106, aforesaid records, as shown on Survey.
- 14. Sewer Easement Agreement by and between Cousins/New Market Development Company, Inc. and TUC Investments No. 2, L.P., dated November 4, 1994, filed November 21, 1994 and recorded in Deed Book 10866, Page 248, aforesaid records, as shown on Survey.
- 15. Drainage Easement Agreement by and between John Hardy Jones, Madison Ventures, Ltd., Cousins/New Market Development Company, Inc. and Cousins Properties Incorporated, dated November 21, 1994, filed January 4, 1995 and recorded in Deed Book 10975, Page 203, aforesaid records, as shown on Survey.
- 16. Declaration Of Restrictive Covenants by Cousins/New Market Development Company, Inc., dated December 30, 1994, filed January 4, 1995 and recorded in Deed Book 10975, Page 228, aforesaid records.
- 17. Declaration Regarding Joint Entranceways by Cousins/New Market Development Company, Inc., dated January 6, 1995, filed January 10, 1995 and recorded in Deed Book 10992, Page 281, aforesaid records, as shown on Survey.

18. Sewer Easement Agreement by and among Cousins Marketcenters, Inc., Regency Realty Group, Inc. and Rhoda Swaim and Annie Swaim, dated May 8, 1996, filed May 24, 1996 and recorded in Deed Book 12738, Page 111, aforesaid records, as shown on Survey.
19. Sewer Easement Agreement by and between Cousins Properties Incorporated and Snellville Associates Limited Partnership, dated November 21, 1997, filed January 14, 1998 and recorded in Deed Book 15311, Page 69, aforesaid records, as shown on Survey.
20. Sewer Easement from Snellville Associates, Limited Partnership, a Georgia limited partnership, by Selig Enterprises, Inc., a Georgia corporation, its sole general partner, and Cousins Properties Incorporated, a Georgia corporation, to Gwinnett County, a political subdivision of the State of Georgia, dated May 20, 1998, filed June 5, 1998 and recorded in Deed Book 16140, Page 40, aforesaid records, as shown on Survey.
21. Declaration Of Easements With Covenants And Restrictions by Cousins Properties Incorporated, dated May 2, 2001, filed May 2, 2001 and recorded in Deed Book 23014, Page 123, aforesaid records.
22. Sewer Easement And Termination Of Easement Agreement by and between Presidential Marketcenter, LLC and Duane P. Sichveland, dated June 21, 2002, filed July 2, 2002 and recorded in Deed Book 27915, Page 209, aforesaid records; as re-recorded February 20, 2003, in Deed Book 31163, Page 251, aforesaid records, as shown on Survey.

EXHIBIT "D"

Permitted Encumbrances to Property Two

1. Sanitary Sewer And Drainage Easement Agreement between John Hardy Jones and Madison Ventures, Ltd., a Georgia corporation, and Cousins/New Market Development Company, Inc., a Georgia corporation, dated November 22, 1993, filed November 23, 1993 and recorded in Deed Book 9637, Page 71, aforesaid records, as shown on Survey.
2. Operation And Easement Agreement among Dayton Hudson Corporation and Cousins Properties Incorporated and Cousins/New Market Development Company, Inc., dated November 22, 1993, filed November 23, 1993 and recorded in Deed Book 9637, Page 134, aforesaid records; as amended by First Amendment dated July 19, 1994, filed July 26, 1994 and recorded in Deed Book 10529, Page 89, aforesaid records; as further amended by Second Amendment dated February 22, 1999, filed March 2, 1999 and recorded in Deed Book 17867, Page 77, aforesaid records; as further amended by Third Amendment dated April 30, 2001, filed May 1, 2001 and recorded in Deed Book 22985, Page 86, aforesaid records.
3. Joint Driveway Easement Agreement by and between John Hardy Jones, Madison Ventures, Ltd. and Cousins/New Market Development Company, Inc. and Cousins Properties Incorporated, dated November 21, 1994, filed November 22, 1994 and recorded in Deed Book 10872, Page 53, aforesaid records, as shown on Survey.



Snellville, GA  
2342 Oak Rd  
Snellville, GA 30078  
(770) 985-3508

**2022**  
**Property Tax Bill**  
**\*\*\*TEMPORARY\*\*\***

Parcel ID	Tax District	Bill #							
R5040 214	10 - City of Snellville	005869							
Property Owner/Location/Description			Fair Market Value	Taxable Value					
GRI-EOY (PRESIDENTIAL MARKETS) LLC 1905 SCENIC HWY			22,513,000	7,654,420					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	×	Tax Rate	=	Net Tax
City of Snellville	7,654,420		0		7,654,420		4.0000000000		\$30,617.68
2022 STORM WATER									\$10,781.70

Exemptions:

Current Year Tax	\$41,399.38
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$41,399.38
Other Amounts Due	\$0.00
<b>Total Due</b>	<b>\$0.00</b>
Due Date	12/15/2022

Tax Bills are not automatically sent to mortgage companies; therefore, if your taxes are paid through escrow, please forward this bill to your mortgage company.

All taxes and stormwater fees that are delinquent and paid after December 15, 2022 are subject to interest and penalties as allowed by law. FIFA costs are applied to delinquent property taxes after March 15, 2023.

IF THIS TAX NOTICE INDICATES A PAST DUE AMOUNT, PLEASE CONTACT US TO DETERMINE PAYOFF AMOUNT.

ACCOUNT INFORMATION IS AVAILABLE ONLINE AT [WWW.SNELLVILLE.ORG](http://WWW.SNELLVILLE.ORG)



**Snellville, GA**  
2342 Oak Rd  
Snellville, GA 30078

*\*Make check or money order payable to: City of Snellville*  
*\*Write the Tax Parcel ID Number on your check*  
*\*Full payment must be made by the due date*  
*\*Mailed payments will be posted using the official postmark date*  
*\*Taxes may be paid online by visiting [www.snellville.org](http://www.snellville.org)*  
*\*Convenience fees may apply to all credit/debit card payments*

Parcel ID: R5040 214  
Amount Due: \$0.00  
Bill#: 005869  
Due Date: 12/15/2022

AMOUNT PAID

GRI-EOY (PRESIDENTIAL MARKETS) LLC  
FIRST WASHINGTON REALTY, INC  
7500 WISCONSIN AVE  
STE 600  
BETHESDA, MD 20814-3502

**Snellville, GA**  
2342 Oak Rd  
Snellville, GA 30078



# BILL DETAIL

[View/Pay Your Taxes](#) / [Account Detail](#) / [Bill Detail](#)

## Tax Account

**Mailing Address:**

GRI-EOY (PRESIDENTIAL MARKETS) LLC  
 7200 WISCONSIN AVE STE 600  
 BETHESDA, MD 20814-4830

**SITUS:**

1905 SCENIC HWY

**Tax District:**

SNELLVILLE

**Parcel ID**

R5040 214

**Property Type**

Real Property

**Last Update**

1/29/2023 8:16:30 PM

**Legal Description**

HWY 124

## Tax Values

Description	Market Value	Assessed Value
Land	\$5,659,300.00	\$2,263,720.00
Improvement	\$16,853,700.00	\$6,741,480.00
Total	\$22,513,000.00	\$9,005,200.00

**Class Codes**

342-Community Shopping Mall

## Assessments

	Net Tax	State
<u>School Taxes</u>	\$185,957.38	\$0.00
<u>County Incorporated No Police</u>	\$103,109.54	\$0.00
<b>Total Tax</b>	<b>\$289,066.92</b>	<b>\$0.00</b>



## Tax Installment Information

Period	Bill Number	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	25005545	4/1/2023	2022	\$43,360.04	\$0.00	\$0.00	\$43,360.04
<b>Total Due:</b>				<b>\$43,360.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$43,360.04</b>

## Payment History

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2022	25005545	B22.99105	\$245,706.88	10/26/2022

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Select Language ▼

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