

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. _____

AN ORDINANCE TO GRANT ZONING MODIFICATION; TO AMEND CONDITIONS OF ZONING; TO GRANT A WAIVER; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NO.: #RZ 17-01

APPLICANT: Chris May, Director of Property Management
DDR Southeast Snellville, LLC

PROPERTY OWNER: DDR Southeast Snellville, LLC
Beechwood, Ohio 44122

PRESENT ZONING: BG (General Business) District

LOCATION: Presidential Commons Shopping Center
1630 Scenic Hwy., Snellville, Georgia

TAX PARCEL(S): 5056 008 and 012

REQUEST: Zoning Modification with Request for Waiver from
Approved Plan

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville previously approved the rezoning of the above subject property on August 21, 1995, which required the submission of a landscaping plan which was approved by the City of Snellville on August 26, 1997; and

WHEREAS, in April 2015, a vendor of the property owner, removed trees from the above property without first obtaining a permit to do so or having an approved plan for replanting; and

WHEREAS, the above action was in violation of the, "Buffer, Landscape and Tree Ordinance," of the City of Snellville, Georgia; and

WHEREAS, due to the age and size of the trees removed, it not practicable or prudent to replace the removed trees with trees consistent in size and age with the previously approved landscape plan; and

WHEREAS, the Property Owner desiring to be compliant with the City of Snellville Code of Ordinances entered into a settlement agreement with the City of Snellville described in Exhibit "A," a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Applicant is asking for a change of conditions from the prior conditions of zoning approved by the Mayor and Council on 8-21-1995 for rezoning case #RZ 95-08 and the 8-26-1997 approved landscape plan, and a waiver from the City of Snellville Tree Ordinance; and

WHEREAS, the Settlement Agreement included the payment of a fifteen thousand dollar (\$15,000.00) fine, a payment into the City of Snellville Tree Bank in the sum of fourteen thousand, four hundred dollars (\$14,400.00), unless reduced by the Mayor and City Council, repayment for the cost to the City of Snellville to hire an arborist in the amount of two thousand, four hundred dollars (\$2,400) and submission of an approved re-planting plan; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to grant the zoning modification and waiver from the previously approved landscape plan; and;

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance.

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The “Planting Plan” described in Exhibit “B,” a copy of which is attached hereto and incorporated herein by reference, hereby amends the conditions of zoning approved by the Mayor and Council on 8-21-1995 for rezoning case #RZ 95-08 and the 8-26-1997 approved landscape plan, to allow Applicant to re-plant trees pursuant to the “Planting Plan,” subject to the attachment of the following requested waiver and conditions:

WAIVER:

1. To waive the provisions of Code of Ordinances of the City of Snellville, pursuant to Section 19.123(b) only as it pertains to the previously approved landscape plan dated 8-26-1997 as a condition of rezoning case RZ 95-08 and allow the installation of new trees pursuant to the approved “Planting Plan” dated November 8, 2016.

CONDITIONS:

1. Within thirty (30) days of Mayor and Council approval of the zoning modification and waiver request, the applicant shall obtain from the City of Snellville Department of Planning and Development a Clearing and Grubbing Permit. Applicant is to complete all plantings as per the November 8, 2016 replanting plan

entitled “PLANTING PLAN,” within sixty (60) days of Mayor and Council approval of the zoning modification and waiver request;

2. Within fourteen (14) days following installation and completion of the “Planting Plan,” applicant shall post a twenty-four (24) month landscape maintenance bond for 125% of the total material cost. All new plantings shall be staked and guyed in accordance with Article III, Section 19-79(b) of the Landscape Ordinance and maintained in accordance with Article IV, Section 19-117, of the Tree Ordinance and;
3. Within thirty (30) days of Mayor and Council approval of the zoning modification and waiver request, the applicant shall make a \$_____ payment into the City of Snellville Tree Bank Fund.
4. Within thirty (30) days of Mayor and Council approval of the zoning modification and waiver request, the applicant shall reimburse the City of Snellville, two thousand, four hundred dollars (\$2,400.00) for the cost of hiring an arborist to review the planting plans and oversee the installation of the new trees.
5. An easement allowing for the construction and connection to the inter-parcel access stub which connects to the adjoining Park Place Shopping Center shall be provided in the location shown on the attached site plan described in Exhibit “C,” a copy of which is attached hereto and incorporated herein by reference. DDR will not be responsible for the cost of said construction and connection, but shall be made at the expense of the developer, Master Association, property manager, property owner and/or the City of Snellville. This easement shall also provide for use of the inter-

parcel access by the public to enter or exit either of the adjoining properties and shall not be obstructed in any manner.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent

allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 6. This Ordinance was adopted on January 23, 2017. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ORDAINED this _____ day of January, 2017.

Tom Witts, Mayor

Barbara Bender, Mayor Pro Tem

ATTEST:

Dave Emanuel, Council Member

Melisa Arnold, City Clerk

Bobby Howard, Council Member

APPROVED AS TO FORM:

Cristy Lenski, Council Member

Anthony O. L. Powell, City Attorney

Roger Marmol, Council Member

EXHIBIT "A"

EXHIBIT "A"

SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release (hereinafter, the "Agreement") is made and entered into this _____ day of _____, 2016, by and between:

- (a) City of Snellville, Georgia, and all of its offices, agencies, authorities, departments, commissions, bureaus, boards, divisions, instrumentalities, institutions, political subdivisions, current and former (part-time and full-time) members, officers, elected or appointed officials, agents, representatives, employees, servants, volunteers, predecessors, successors, assigns, attorneys, insurers and re-insurers [collectively "the City"]; and
- (b) DDR Southeast Snellville, L.L.C., a Delaware limited liability company, and all of its current and former officer, agents, representatives, employees, successors, assigns, heirs, beneficiaries, administrators and estates;

WITNESSETH:

WHEREAS, DDR Corp. ("DDR") manages the Presidential Commons Shopping Center (the "Shopping Center") located at 1630 Scenic Highway, in the city limits of Snellville, Georgia which is owned by DDR Southeast Snellville, L.C.C.; and

WHEREAS, in April 2015, DDR's vendor removed 32 mature trees from the Shopping Center prior to obtaining a permit from the City and having an approved plan for replanting; and

WHEREAS, the City alleged that the unauthorized removal of trees constituted a violation of the City of Snellville Code of Ordinances Section 19-113; and

WHEREAS, in April 2016, the City issued multiple citations to DDR; and

WHEREAS, the City and DDR (hereinafter collectively the "Parties") desire to fully and finally resolve all offenses, citations, differences, claims, causes of action, charges or complaints between them;

NOW, THEREFORE, the City Staff and Attorneys agree to the following proposed steps for resolution of all pending violations:

1. DDR will, pursuant to the plan attached as Exhibit A, replant trees and perform all improvements specified in the revised tree placement plan subject to any changes or additions only with respect to tree replacement as required by the City's Director of Planning and Development.
2. Upon proof of payment by the City to Barneycastle Forestry Services, Inc., DDR will reimburse the City Two Thousand Four Hundred Dollars (\$2,400.00) for the costs of hiring an arborist to review the plans and oversee the installation of the new trees.

3. DDR will pay into the City's Tree Bank, as defined by the City of Snellville Code of Ordinances Section 19-4, the sum of Fourteen Thousand Four Hundred Dollars (\$14,400.00), unless reduced by the Mayor and City Council, in which case, DDR will pay that amount.
4. DDR agrees to pay a fine imposed by the City of Snellville Municipal Court up to Sixteen Thousand Dollars (\$16,000.00). The City's Planning Department will recommend a fine of Sixteen Thousand Dollars (\$16,000.00) which represents a Five Hundred Dollar (\$500.00) fine for each tree claimed to have been removed.
5. DDR is free to argue to the Mayor, City Council and Municipal Court for a lower amount in regard to the Tree Bank payment and fine. If the Tree Bank payment or Municipal Court fine exceeds the amount recommended in this agreement, this agreement, if requested, will become void and DDR is free to pursue other remedies.
6. DDR will initiate a Petition for a Change in Conditions only as to the issue of tree replacement with the City's Planning Department to allow the terms of this Agreement to be properly approved. There will be no charge by the City for so doing.
7. Provided, the terms of the Agreement are approved by the City's Council and the Municipal Court Judge in the hearings required in this Agreement and formally approved as required by the Codes of the City, and the requirements stated herein are fully completed, then DDR shall be deemed in full zoning compliance and all other penalties shall be satisfied.
8. In the event any of the Parties are required to file a lawsuit to enforce any provision of this Agreement, the successful party or parties to such litigation shall be entitled to an award of the costs and expenses incurred as a result of such litigation, including reasonable attorneys' fees.
9. The Parties, to the extent allowed by law, hereby submit to the jurisdiction of the State and Superior Courts of Gwinnett County, Georgia, as well as to the jurisdiction of any court from which an appeal may be taken from the aforesaid courts for the purpose of any suit, action or other proceedings arising out of any of the parties' obligations under or with respect to this Agreement; and the Parties expressly waive any and all objections that they may have as to jurisdiction and/or venue in any of such courts.
10. The Parties intend for this Agreement to be severable; and it is mutually agreed that if any paragraph, subparagraph, phrase or wording or other portion thereof shall be construed to be illegal or invalid or unenforceable for any reason, such portion shall not affect the legality or validity or enforceability of the other provisions of this Agreement.

11. The Parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement made by the other or by any agent, representative or attorney of the Parties with regard to the subject matter, basis or effect of this Agreement or otherwise. This Agreement contains the entire agreement between the Parties, and the terms hereof are contractual and not mere recitals. The Parties further agree that no waiver, modification or amendment of this Agreement shall be valid unless it is in writing and signed by the Parties.
12. The Parties represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person or other entity, any claim or portion thereof or interest therein, which is the subject of this Agreement. This Agreement shall be binding upon all of the Parties and upon their heirs, administrators, representatives, executors, successors and assigns.
13. This Agreement is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced and governed under the laws of said State.
14. The Parties acknowledge that they have read and fully understand all of the provisions of this Agreement and that they have voluntarily and of their own free will entered into this Agreement.

IN WITNESS WHEREOF, the Parties set their hands and seals hereunto on the date set forth above.

[Signatures appear on following pages.]

DDR Southeast Snellville, L.L.C.
a Delaware limited liability company

By: *David J. Favorite* (SEAL)
David J. Favorite
Executive Vice President of Property Management

[CORPORATE SEAL]

Signed, sealed and delivered
this 18th day of August, 2016,
in the presence of:

Janine E. Kozlowski
JANINE E. KOZLOWSKI
Notary Public, State of Ohio
My Commission Expires
November 30, 2020
Notary Public, State of Georgia *Ohio*
My Commission Expires:

City of Snellville:

Tom Witts, Mayor (SEAL)

Signed, sealed and delivered
this ____ day of _____, 2016,
in the presence of:

Witness

Notary Public, State of Georgia
My Commission Expires:

EXHIBIT "B"

NOTES

1. BASE INFORMATION FROM ORIGINAL APPROVED PERMIT, PERMIT DOCUMENT (BY KOLIAS BRADFORD & ASSOCIATES) APPROVED BY CITY OF SNELLVILLE ON 8/25/11 (PARTIAL PLAN SHOWN). BASE INFORMATION IS REFERENCE USE ONLY.
2. NEW COMMENTS (CLOUDED) ARE PROVIDED BY HIGHGROVE PARTNERS AS PROPOSED PLANTINGS TO SATISFY CITY OF SNELLVILLE LANDSCAPE ORDINATE.

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY	SIZE	TDU
	ZELKOVA SERRATA	GREEN VASE ZELKOVA	23	4" CAL	16.1
	QUERCUS PHELLOS	WILLOW OAK	19	6" CAL	19
	TAXODIUM DISTICHUM	BALD CYPRESS	4	6" CAL	4
	PRUNUS X 'OKAME'	OKAME CHERRY	23	4" CAL	16.1
	PRUNUS X 'OKAME'	OKAME CHERRY	14	2" CAL	7
SHRUBS					
	ILEX CORNUTA	CARISSA HOLLY	126	3 CAL	
					62.2



RECEIVED
 NOV 8 2016
 CITY OF SNELLVILLE
 PLANNING DEPARTMENT

REVISIONS

NO.	DATE	BY	REMARKS

PRINTED

DATE	REMARKS
5-21-15	ISSUE FOR CITY APPROVAL
3-14-16	REV. ISSUE FOR CITY APPROVAL
5-31-16	REV. ISSUE FOR CITY APPROVAL

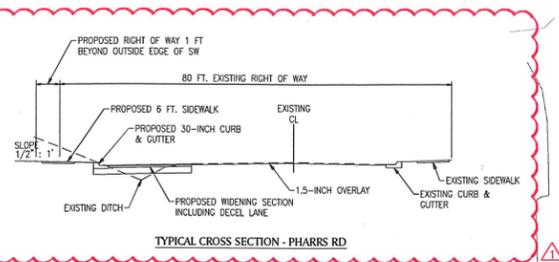
PLANTING PLAN

Job No: 00000-00
 Scale: 1" = 80'-0"
 Date: 3-14-2016
 Drawn By:

EXHIBIT "C"

DATE: 10.01.15
MR. DANIEL S. MITCHELL, P.E.

NORTH ROAD (60' R/W)

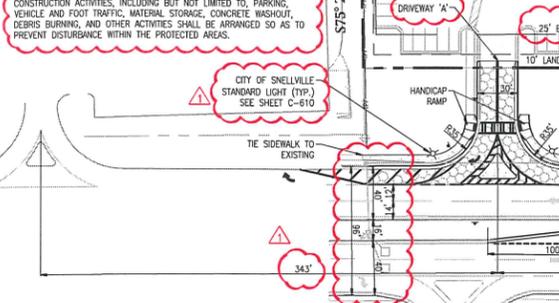


SIGHT DISTANCE CERTIFICATION:
I, MR. DANIEL S. MITCHELL, P.E. THE UNDERSIGNED, HEREBY CERTIFY THE SIGHT DISTANCE FOR THE PROPOSED DRIVEWAY 'A' IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROACHING THROUGHFARE IS 45 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF GREATER THAN 500 FT. TO THE LEFT. THE SIGHT DISTANCE SHALL BE MEASURED FROM A POINT OF 15 FT FROM THE EDGE OF PAVEMENT AT 3.5 FEET EYE HEIGHT AND 3.5 FEET AT THE OBJECT HEIGHT.
NOTE: THIS DRIVEWAY IS A RIGHT IN/RIGHT OUT DRIVEWAY. THERE IS NO SIGHT DISTANCE TO THE RIGHT.
I, MR. DANIEL S. MITCHELL, P.E. THE UNDERSIGNED, HEREBY CERTIFY THE SIGHT DISTANCE FOR DRIVEWAY 'B' IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROACHING THROUGHFARE IS 45 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF GREATER THAN 400 FT WHEN TRAVELING SOUTH ON GA HWY 124 AND TURNING LEFT INTO THE DEVELOPMENT. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF GREATER THAN 400 FT WHEN TURNING LEFT OUT OF THE DEVELOPMENT ONTO GA HWY 124. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF GREATER THAN 500 FT WHEN TURNING RIGHT OUT OF THE DEVELOPMENT ONTO GA HWY 124. THE SIGHT DISTANCE SHALL BE MEASURED AS SHOWN AT 3.5 FEET EYE HEIGHT AND 3.5 FEET AT THE OBJECT HEIGHT. DRIVEWAY 'B' IS A SIGNALIZED INTERSECTION.
I, MR. DANIEL S. MITCHELL, P.E. THE UNDERSIGNED, HEREBY CERTIFY THE SIGHT DISTANCE FOR DRIVEWAY 'C' IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROACHING THROUGHFARE IS 45 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF GREATER THAN 500 FT TO THE LEFT. THE SIGHT DISTANCE SHALL BE MEASURED AS SHOWN AT 3.5 FEET EYE HEIGHT AND 3.5 FEET AT THE OBJECT HEIGHT.
NOTE: THIS DRIVEWAY IS A RIGHT IN/RIGHT OUT DRIVEWAY. THERE IS NO SIGHT DISTANCE TO THE RIGHT.
I, MR. DANIEL S. MITCHELL, P.E. THE UNDERSIGNED, HEREBY CERTIFY THE PROPOSED ENTRANCES DRIVEWAYS 'D, E & F' FOR THE PARK PLACE SNELLVILLE PROJECT ARE DESIGNED WITH ADEQUATE CORNER SIGHT DISTANCE IN EACH DIRECTION. THE REGULATED SPEED LIMIT AT THE ENTRANCES ALONG PHARRIS ROAD IS 40 MILES PER HOUR. THE SIGHT DISTANCE PROVIDED AT THE ENTRANCES IS GREATER THAN 445 FEET IN THE EASTERLY DIRECTION AND GREATER THAN 475 FEET IN THE WESTERLY DIRECTION. THE CORNER SIGHT DISTANCE PROVIDED FROM THE ENTRANCES IS EQUAL TO OR EXCEEDS THE 445 FEET OF SIGHT DISTANCE LEFT AND 475 FEET OF SIGHT DISTANCE RIGHT AS REQUIRED IN THE UNIFIED DEVELOPMENT ORDINANCE. SIGHT DISTANCE IS MEASURED WITH THE DRIVER'S EYE HEIGHT OF 3.5 FEET AT A DISTANCE OF 15 FEET FROM THE NEAREST THROUGH LANE TO THE CENTER OF EACH TRAVEL LANE.

FUTURE RIGHT-OF-WAY DEDICATION:
THE DEVELOPER SHALL DEDICATE, AT NO COST, TO THE GWINNETT COUNTY DOT, ANY REQUIRED RIGHT OF WAY, SLOPE OR CONSTRUCTION EASEMENT NECESSARY TO COMPLETE THE INTERSECTION IMPROVEMENT AT NORTH ROAD AND PHARRIS ROAD, PROJECT NO. M-889-01, AS WELL AS COORDINATION-OF-ANY-CONSTRUCTION ACTIVITIES NEAR THAT INTERSECTION.
ANY TREE CREDITS FROM THE DESIGNATED TREE SAVE AREA THAT ARE LOST FROM THE RIGHT-OF-WAY DONATION FOR THE NORTH ROAD AND PHARRIS ROAD ROUNDABOUT PROJECT WILL BE CREDITED TOWARD THE DEVELOPMENT'S REQUIRED TREE RECOMPENSE AS SHOWN ON THE SUBMITTED LANDSCAPE PLAN.

CITY OF SNELLVILLE TREE PROTECTION!
ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH PROTECTION SUPERVISOR PRIOR TO COMMENCEMENT. ANY IMPACT TO TREE PRESERVATION AREAS SHALL BE REPORTED TO THE TREE PROTECTION SUPERVISOR.
ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH FENCING AND SIGNAGE ON ALL SIDES AND APPROVED ARBORIST PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE. NOTIFY THE CITY AT (770) 985-3513 AT LEAST 24 HOURS PRIOR TO COMMENCEMENT OF THIS INSPECTION. ALL TREE PROTECTION DEVICES SHALL REMAIN IN FULLY FUNCTIONING CONDITION UNTIL ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
NO PERSON SHALL ENCRUCH INTO THE TREE PROTECTION ZONES. CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO, PARKING, VEHICLE AND FOOT TRAFFIC, MATERIAL STORAGE, CONCRETE WASHOUT, DEBRIS BURNING, AND OTHER ACTIVITIES SHALL BE ARRANGED SO AS TO PREVENT DISTURBANCE WITHIN THE PROTECTED AREAS.
CITY OF SNELLVILLE STANDARD LIGHT (TYP.) SEE SHEET C-810

EASEMENT LOCATION



Curve Table and Line Table with columns for Curve, Length, Radius, Chord, Bearing, Chord Length, Line, Bearing, Distance.

OUTLOT 9 SITE ANALYSIS table with columns for Item, Quantity, and Unit. Includes rows for Outlot Area, Dental, Building Height, Parking, etc.

- CITY OF SNELLVILLE NOTES: 1. NOTIFY CITY OF SNELLVILLE INSPECTIONS 24 HOURS BEFORE BEGINNING OF EVERY PHASE OF CONSTRUCTION. 2. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED. 3. NO OUTSIDE STORAGE PROPOSED. THIS INCLUDES SUPPLIES, EQUIPMENT, VEHICLES, PRODUCTS, ETC. 4. SIGNS, LOCATION, NUMBER, AND SIZE ARE NOT APPROVED UNDER THIS BUILDING PERMIT. A SEPARATE SIGN AND BUILDING PERMIT OR REQUIRED FOR EACH SIGN. 5. ALL CONSTRUCTION TO COMPLY WITH THE CITY OF SNELLVILLE (& GWINNETT COUNTY IF APPLICABLE) STANDARDS. 6. NO CERTIFICATE OF OCCUPANCY/COMPLETION WILL BE ISSUED UNTIL CONDITIONS OF ZONING, OR VARIANCES ARE COMPLETED. 7. A TREE PROTECTION INSPECTION SHALL BE PERFORMED BY A CERTIFIED ARBORIST OR FORESTER AT THE FOLLOWING FOUR STATES OF CONSTRUCTION: PRIOR TO COMMENCEMENT OF LAND DISTURBANCE; AFTER CLEARING AND GRUBBING; AFTER GRADING; AND AT THE END OF THE PROJECT BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED. 8. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH FENCING AND SIGNAGE ON ALL SIDES AND APPROVED BY THE CITY ARBORIST PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE. NOTIFY THE CITY AT (770) 985-3513 AT LEAST 24 HOURS PRIOR TO COMMENCEMENT OF THIS INSPECTION. ALL TREE PROTECTION DEVICES SHALL REMAIN IN FULLY FUNCTIONING CONDITION UNTIL THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY. 9. NO PERSON SHALL ENCRUCH INTO THE TREE PROTECTION ZONES. CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO, PARKING, VEHICLE AND FOOT TRAFFIC, MATERIAL STORAGE, CONCRETE WASHOUT, DEBRIS BURNING, AND OTHER ACTIVITIES SHALL BE ARRANGED SO AS TO PREVENT DISTURBANCE WITHIN THE TREE PROTECTION AREA. 10. SIDEWALKS ARE NOT ALLOWED WITHIN THIRTEEN FEET FROM THE EDGE OF THE ROADWAY WITHOUT CURB AND GUTTER AND ANY NECESSARY DRAINAGE STRUCTURES. 11. ALL AREAS OF THE ROAD THAT ARE WIDENED FOR CONSTRUCTION SHALL BE RESURFACED PRIOR TO STRIPING. 12. INDIVIDUAL LOT PERMITS WILL BE RESPONSIBLE FOR PROVIDING A COVERED/STRUCTURAL CANOPY (MIN. 5 FT. WIDE) ALONG THE FRONT FACADE OF THE BUILDINGS TO BE APPROVED BY THE CITY OF SNELLVILLE. 13. EACH BUILDING WILL COMPLY WITH THE ARCHITECTURAL DESIGN STANDARDS OF ARTICLE 7.7 OF THE SNELLVILLE ZONING ORDINANCE. 14. INDIVIDUAL PERMITS ARE REQUIRED TO MEET THE STANDARDS SET FORTH BY THE CITY OF SNELLVILLE AND GWINNETT COUNTY AND OBTAIN THE NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.

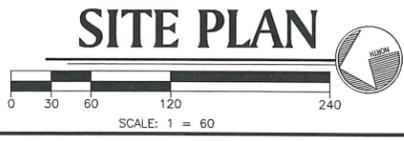
- OUTLOT BUILDING-GENERAL: 1. ALL OUTLOTS TO ADHERE TO THE DECLARATION DATED AUGUST 3, 2015 BY PARK PLACE SNELLVILLE, LLC FOR "PARK PLACE". 2. MINIMUM DISTANCE BETWEEN BUILDINGS TO BE PER FIRE AND BUILDING CODES. 3. FUTURE BUILDINGS TO BE IDENTIFIED BY USE ON BUILDING PLANS. 4. ROOF OVERHANGS, IF ANY, ARE TO BE SHOWN. IF NONE, PLEASE NOTE. 5. SHOW AND PROVIDE ACCESS TO ALL OVERHEAD DOORS. IF NONE, PLEASE NOTE. 6. SHOW CANOPY AND ALL DIMENSIONS. IF NONE, PLEASE NOTE. 7. BUILDING DIMENSIONS TO BE SHOWN ON SITE PLAN AND MUST MATCH ARCHITECTURAL PLANS. 8. MAXIMUM ALLOWABLE BUILDING HEIGHT IS 85 FEET. 9. DUMPSTER ENCLOSURES MUST BE CONSTRUCTED OUT OF SAME MATERIALS AS PROPOSED BUILDINGS. FRONT OPENING MUST BE AT LEAST 12" WIDE FOR CONTAINER FIT.

- SITE NOTES: 1. OWNER/DEVELOPER: PARK PLACE SNELLVILLE, LLC. CONTACT: MR. MARK NOERNBERG. PHONE: (678) 584-9373. 2. ENGINEER: PAULSON MITCHELL, INC. CONTACT: MR. DANIEL S. MITCHELL. PHONE: (770) 650-7685. 3. SITE AREA = ±13.17 ACRES. 4. USE: MIXED-USE/RETAIL. 5. THE PROPERTY LIES IN LAND LOT 56, 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA. 6. ORIGINAL SITE BOUNDARY, TOPOGRAPHY, UTILITY, AND ROAD INFORMATION BASED ON SURVEY BY PAULSON MITCHELL, INC. DATED FEBRUARY 10, 2015. 7. BUILDING SETBACK RESTRICTIONS FOR PROPERTY ZONED B6: FRONT: 25' - SIDE: 10' - REAR: 15'. LANDSCAPE STRIPS - 10' FRONT LANDSCAPE STRIP, 5' REAR LANDSCAPE STRIP. 8. ALL DIMENSIONS ARE TO FACE OF CURB AND/OR FACE OF BUILDING UNLESS NOTED OTHERWISE. 9. A GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) PERMIT WILL BE REQUIRED FOR ANY ENCROACHMENTS WITHIN GDOT RIGHT-OF-WAY. 10. ALL CONSTRUCTION WORK AND MATERIALS SHALL COMPLY WITH CITY OF SNELLVILLE AND GWINNETT COUNTY STANDARDS, REGULATIONS AND CODES AND O.S.H.A. STANDARDS. 11. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS. 12. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED. 13. APPROVAL OF THESE PLANS DOES NOT CONSTITUTE APPROVAL BY CITY OF SNELLVILLE OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND AREA DISTURBANCE. 14. CONTRACTOR SHOULD BE AWARE THAT A SEPARATE PERMIT IS REQUIRED FOR EACH TEMPORARY BUILDING (JOB TRAILER). 15. DURING CONSTRUCTION ACCESS ROADWAYS CONSTRUCTED OF AN ALL WEATHER SURFACE CAPABLE OF SUPPORTING 80,000 POUNDS GROSS WEIGHT SHALL BE PROVIDED PER STANDARD FIRE PREVENTION CODE 1994 EDITION SECTION 602.6.1. ACCESS ROADWAYS SHALL BE A MINIMUM WIDTH OF 20 FEET. 16. SIDEWALKS SHALL BE INSTALLED ON ADJUTING STREETS (ADJUTING SIDE) PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. 17. INTERSECTION RADIUS CURB RAMP SHALL BE PROVIDED AT STREET INTERSECTIONS. STRAIGHT RAMPS MAY BE PROVIDED AT INTERSECTIONS OF CURBED DRIVEWAYS AND AT STREETS WITHOUT SIDEWALKS. 18. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH PROTECTIVE FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE. 19. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED PRIOR TO SUBMITTAL, REVIEW, AND APPROVAL OF FINAL PLAT TO SUBDIVIDE THE PROPERTY. 20. NOTIFY CITY OF SNELLVILLE 24-HOURS BEFORE BEGINNING OF EVERY PHASE OF CONSTRUCTION (770) 985-3513. 21. HIGH INTENSITY LIGHTING FACILITIES SHALL BE SO ARRANGED THAT THE SOURCE OF ANY LIGHT IS CONCEALED FROM PUBLIC VIEW AND FROM ADJACENT RESIDENTIAL PROPERTY AND DOES NOT INTERFERE WITH TRAFFIC. 22. NO OUTSIDE STORAGE IS PROPOSED. THIS INCLUDES SUPPLIES, EQUIPMENT, VEHICLES, PRODUCTS, ETC. 23. SIGNS, LOCATION, NUMBER, AND SIZE ARE NOT APPROVED UNDER THIS BUILDING PERMIT. A SEPARATE PERMIT IS REQUIRED FOR EACH SIGN. 24. NO BILLBOARDS ARE PERMITTED. 25. EACH BUILDING AND ITS RELATIVE LOCATION TO PROPERTY LINES AND OTHER STRUCTURES SHALL COMPLY WITH THE 2006 INTERNATIONAL BUILDING CODE WITH GEORGIA STATE AMENDMENTS (IBC) WITH REGARDS TO THE HEIGHT AND AREA REQUIREMENTS OF IBC TABLE 503 AND THE FIRE RESISTANCE AND HORIZONTAL SEPARATION REQUIREMENTS OF IBC TABLES 601 AND 602 BASED ON OCCUPANCY GROUP CLASSIFICATION AND TYPE OF CONSTRUCTION. 26. A SEPARATE BUILDING PERMIT SHALL BE OBTAINED PRIOR TO CONSTRUCTION FOR EACH SITE RETAINING WALL WHICH EITHER EXCEEDS 4 FEET IN HEIGHT AND ALL RETAINING WALLS USED AS A DAM PRIOR TO CONSTRUCTION OF THE WALLS OR WHICH HAS BACKFILL SLOPE GREATER THAN 1 FOOT RISE IN 3 FEET HORIZONTALS) AND FOR EACH DETENTION POND WALL (DAM) IN ACCORDANCE WITH GWINNETT COUNTY CONSTRUCTION CODE SECTION 103.1. A CERTIFICATE OF COMPLETION SHALL BE ISSUED BY GWINNETT COUNTY BUILDING INSPECTIONS SECTION FOR ALL WALLS PERTINENT TO THE PROJECT PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY USABLE STRUCTURE ON THE SITE AND, IF APPLICABLE, PRIOR TO APPROVAL OF THE FINAL SUBDIVISION PLAT. 27. STRUCTURAL CONSTRUCTION DETAILS AND SPECIFICATIONS FOR EACH RETAINING WALL AND FOR EACH DETENTION POND WALL SHALL BE SUBMITTED TO GWINNETT COUNTY BUILDING PLAN REVIEW FOR REVIEW AND APPROVAL FOR ISSUANCE OF A SEPARATE BUILDING PERMIT. 28. VACUUM ISLANDS, TELEPHONE KIOSKS, AIR AND WATER STANDS MUST BE BEHIND 50' FRONT BUILDING SETBACK LINE (OR 40' W/VARIANCE) AND 5' OFF THE SIDE AND REAR PROPERTY LINE. 29. GWINNETT COUNTY DOT IS NOT ON THE ONE-CALL SYSTEM. CALL (770) 822-7474 WHEN LOCATING UTILITIES FOR CONSTRUCTION. 30. PARKING LOTS SHALL BE MAINTAINED IN GOOD CONDITION, FREE OF POTHOLES, WEED, DUST, TRASH AND DEBRIS. 31. NATURAL VEGETATION SHALL REMAIN ON THE PROPERTY UNTIL ISSUANCE OF A DEVELOPMENT PERMIT. NO INTERIM LAND DISTURBANCE PERMITS SHALL BE ISSUED. 32. ALL CONSTRUCTION TO COMPLY WITH CITY OF SNELLVILLE AND GWINNETT COUNTY STANDARDS. 33. ALL TRAFFIC CONTROL SIGNS THAT ARE REMOVED OR DAMAGED MUST BE REINSTALLED OR REPLACED. ALL SIGNS MUST BE REINSTALLED TO THE STANDARDS IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

PAVING LEGEND table with columns for Paving Type and Description. Includes Heavy Duty Paving, GDOT Paving, Pharris Rd Improvements, etc.

OUTLOTS SITE ANALYSIS table with columns for Outlot Number, Use, Building Square Footage. Includes Outlot 1 through 9.

BUILDINGS AND PARKING LOTS (EXCEPT PARKING SHOWN ON OUTLOT 9) ARE SHOWN FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE.



LAND PLANNERS ENGINEERS SURVEYORS TRANSPORTATION LANDSCAPE ARCHITECTS



PROJECT: PARK PLACE SNELLVILLE LAND LOT 56 5TH DISTRICT CITY OF SNELLVILLE GWINNETT COUNTY, GEORGIA

FOR: PARK PLACE SNELLVILLE, LLC

1505 LAKES PARKWAY SUITE 190 LAWRENCEVILLE, GA 30043 (678) 584-9990



REVISIONS

Table with columns for Revision Number, Date, and City & County Comments. Includes revision 10.01.15.

24 HR EMERGENCY CONTACT MR. MARK NOERNBERG 678-584-9373

2014219c.dwg 07.31.15

SITE PLAN

...Y DIRECTION AND GREATER THAN 4/5 FEET IN THE ENTRANCES IS EQUAL TO OR EXCEEDS E RIGHT AS REQUIRED IN THE UNIFIED R'S EYE HEIGHT OF 3.5 FEET AT A DISTANCE I TRAVEL LANE.

EXHIBIT "C"

309.08'

S75° 52' 2"

TO BUILDING SETBACK

OUTLOT 2
1.70 ACRES
1915 PHARRS RD

1945 PHARRS RD
OUTLOT 3
1.97 ACRES

1760 SCENIC HWY
OUTLOT 5
0.65 ACRES

5' LANDSCAPE STRIP

25 FT ACCESS EASEMENT

5' LANDSCAPE STRIP

S15° 04' 21"W

180.21'

15' BUILDING SETBACK

EASEMENT LOCATION

HANDICAP RAMP

HANDICAP RAMP

5 FT GRASS STRIP
6 FT SIDEWALK

24-INCH CURB & GUTTER
4-WAY STOP INTERSECTION

HANDICAP RAMP

HANDICAP RAMP

R23"

