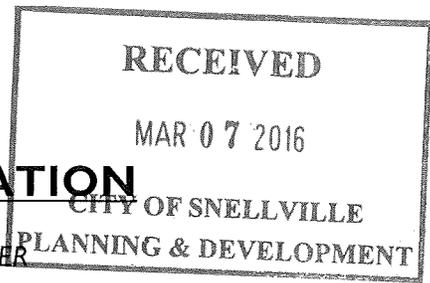




# BOARD OF APPEALS APPLICATION

APPLICATION FOR VARIANCE, APPEAL, OR WAIVER



**City of Snellville**  
**Planning & Development Department**  
2342 Oak Road, 2<sup>nd</sup> Floor  
Snellville, GA 30078  
Phone 770.985.3514 Fax 770.985.3551 [www.snellville.org](http://www.snellville.org)

1780 SCENIC HWY  
#1600100 BOA VARIANCE/APPEAL #16-03  
PARCEL- 5056 009  
PARK PLACE OUTLOT 8

**Applicant** is: (check one)  
 Owner's Agent  
 Contract Purchaser  
 Property Owner

**Owner** (if not the applicant):  check here if there are additional property owners and attach additional sheets.

Rhett Pollard  
Name (please print)  
3680 Pleasant Hill road Suite 200  
Address  
Duluth Ga 30096  
City, State, Zip Code  
770 407 6924 770-622-9535  
Phone Number(s) Fax

Sam Smith Sugar Shack Holdings, LLC  
Name (please print)  
1030 Phinizy Court  
Address  
Watkinsville, Ga 30677  
City, State, Zip Code  
706-215-0794  
Phone Number(s) Fax

Contact Person: Rhett Pollard Phone: 770 407 6924 Fax: 770 622 9535  
Cell Phone: 404 791 1939 E-mail: rpollard@hfraa.com

**Application for:** (check one)  
 Appeal  Variance from Zoning Ordinance  Variance from Municipal Code  Waiver of Development Regulations

Section(s) of Zoning Ordinance VARIANCE request is for: Section 7.7(4)(B)  
Section(s) of Municipal Code VARIANCE request is for: N/A  
Section(s) of Development Regulations WAIVER request is for: N/A  
Property Address/Location: 1780 Scenic Hwy District 5 Land Lot 56 Parcel(s) 5056 010  
State the purpose of this request: appeal for design guidelines requirements for exterior materials

### At a minimum, the following items are required with submittal of this application. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

- ✓ Pre-submittal appointment shall be requested and completed a minimum of five (5) business days prior to Application deadline to ensure application is complete, accurate, and includes all required attachments/exhibits and required signatures;
- ✓ Payment of the appropriate application and public notice sign fees. Make checks payable to *City of Snellville*;
- ✓ Letter of Intent explaining the reason for the request for the variance, appeal, or waiver;
- ✓ The names, addresses, and original signatures of the owners of the subject parcel(s) and their agents, if any;
- ✓ Analysis of impact (if variance application) or details of grievance (if appeal) or details of waiver request (if waiver) as per Section 14.5;
- ✓ A current legal description of the subject parcel(s). If the property proposed for a variance, appeal, or waiver includes multiple parcels, provide a separate legal description for each individual parcel, together with a composite legal description for all parcels;
- ✓ Verification from county Tax Assessor that all property taxes have been paid and account is current (for all parcels subject to this application). Applicant to obtain confirmation of taxes paid using original Verification Sheet (attached);
- ✓ A Certificate of Title (for all parcels subject to this application);
- ✓ Map indicating the subject parcel(s) and the adjoining parcel(s), identified by property owner(s) name and tax parcel number;
- ✓ VARIANCE or WAIVER applications only: Nine (9) copies and one (1) original of the proposed Site and Concept Plan and one (1) 11" x 17" (or smaller) reduction of the plan, drawn to scale, showing: (a) north arrow; (b) district, land lot(s) and parcel number(s); (c) the dimensions with bearing and distance; (d) acreage; (e) location of the tract(s), (f) the present zoning and land use classification of all adjacent parcels, (g) the proposed location of structures, driveways, parking and loading areas; (h) the location and extent of required buffer areas; and (i) location of floodplains. Site and Concept Plan shall be prepared by an architect, engineer, landscape architect, or land surveyor whose Georgia state registration is current and valid. Site plan must be stamped and sealed by one of the four above-mentioned professionals no more than six (6) months prior to the date of submittal. All documents must be folded to 8-1/2" x 11";
- ✓ Nine (9) stapled or bound copies of: (a) completed application; (b) Letter of Intent; and (c), Any and all supporting documents. In addition, one (1) unbound application (original) bearing original signatures and all other required documents.
- ✓ A CD-ROM containing a digital file of: (a) site plan in .pdf and .dwg file formats, (b) legal description(s) in .pdf file format, and (c) completed and signed Variance, Appeal, and Waiver application (and all supporting documents) in .pdf file format;

If request is for an APPEAL, please discuss your grievance in detail. You may attach additional sheets and provide additional documentation as appropriate:

N/A

A VARIANCE from the terms of the Snellville Zoning Ordinance or Development Regulations shall not be granted by the Board of Appeals unless and until the applicant has **demonstrated** the following. You may attach additional sheets and provide additional documentation as appropriate:

1) **Demonstrate** 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. The "farmhouse" architectural design illustrated is the current national prototype for the Zaxby's chain and is important for projecting the Zaxby's brand image by using the wooden farmhouse vernacular vocabulary. Masonry is also used in conjunction to project a notion of permanence and quality.

2) **Demonstrate** that literal interpretation of the provisions of the Zoning Ordinance or Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Zoning Ordinance or Development Regulations. There is an obvious precedence in play in granting similar variances to other national chain stores in the area using stucco appropriately.

3) **Demonstrate** that the special conditions and circumstances do not result from the actions of the applicant. This special condition request is not the result of an action by the applicant.

4) **Demonstrate** that granting the variance (or waiver) requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance or Development Regulations to other lands, structures, or buildings in the same zoning district. This variance request has been granted to numerous other applicants in the past and is a means of controlling quality and appropriateness in material usage.

**Please Note:** Non-conforming uses of adjacent properties cannot be considered as grounds to justify a variance. Peculiar conditions or circumstances which are the result of actions of the owner of property covered by this application cannot be considered as grounds justifying a variance. A "use variance", i.e. a variance for the purpose of using land or a structure, or combination thereof for a purpose prohibited by the present zoning classification of the property covered by this application will not be granted.

After Recording Return To  
Mahaffey Pickens Tucker, LLP  
1550 North Brown Road, Suite 125  
Lawrenceville, Georgia 30043  
File No: 2209-0008 (ALC/brp)

**QUIT-CLAIM DEED IN AID OF TITLE**

STATE OF GEORGIA  
COUNTY OF GWINNETT

THIS INDENTURE, made this 13<sup>th</sup> day of July, 2015 by and between RALPH E. BARRETT, as party or parties of the first part (hereinafter referred to as "Grantor"), and PARK PLACE SNELLVILLE, LLC, a Georgia limited liability company, as party or parties of the second part (hereinafter referred to as "Grantee").

WITNESSETH: That the said Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said Grantee, its heirs and assigns, all the right, title, interest, claim or demand which the said Grantor has or may have had in and to:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 56 of the 5<sup>th</sup> District, Gwinnett County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

This deed is given in conjunction with a Limited Warranty Deed of even date between the parties in aid of title to avoid any gaps or overlaps in the conveyance herein.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, its heirs and assigns, so that neither the said Grantor nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

[SIGNATURE PAGE -- QUITCLAIM DEED IN AID OF TITLE -- BARRETT]

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal the day and year above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

Doris M. Beardsley, Ph.D.  
Unofficial Witness

Jed S. Beardsley  
Notary Public

Ralph E. Barrett (SEAL)  
RALPH E. BARRETT

[AFFIX NOTARY SEAL]



EXHIBIT "A"  
LEGAL DESCRIPTION

**Ralph Barrett Parcel – AKA Parcel 4**

A Tract of land situated in Land Lot 56, 5<sup>th</sup> District, City of Snellville, Gwinnett County, Georgia the bearings of which are based on State Plane Grid (West Zone) and being more particularly described as follows:

Commencing at a No.4 rebar with cap, said rebar being found at the intersection of the Easterly Right-of-Way of Georgia Highway 124 (variable r/w) and the Northerly Right-of-Way of Pharrs Road (80' r/w); Thence along said Northerly Right-of-Way S67°00'08"E for a distance of 22.19 feet to a concrete monument and the intersection of said Northerly Right-Of-Way and the Southerly line of lands now or formerly owned by Georgia Department of Transportation (Pb G Pg 10), said monument also being the **Point of Beginning** of the Tract herein described:

Thence along said Southerly line the following courses and distances:  
N15°15'10"E for a distance of 287.34 feet, N60°37'49"E for a distance of 421.94 feet to the intersection of said Southerly line with the Westerly line of lands now or formerly owned by New Age Investment Group (Pb 38 Pg 273B); Thence along said Westerly line, S15°00'15"W for a distance of 282.73 feet to a No.4 rebar, said rebar being on the Northerly Right-of-Way of Pharrs Road (80' r/w); Thence along said Northerly Right-of-Way, S60°18'18"W for a distance of 426.06 feet to the **Point of Beginning**.

Containing 1.973 acres or 85,944 square feet as depicted on a Zoning Exhibit prepared by Paulson Mitchell, Inc. (Project No.2014219).

After Recording Return To  
Mahaffey Pickens Tucker, LLP  
1550 North Brown Road, Suite 125  
Lawrenceville, Georgia 30043  
File No: 2209-0008 (ALC/brp)

**QUIT-CLAIM DEED IN AID OF TITLE**

STATE OF GEORGIA  
COUNTY OF GWINNETT

THIS INDENTURE, made this 13<sup>th</sup> day of July, 2015 by and between RONALD EUGENE BARRETT, as Trustee of the Barrett Family Charitable Remainder Trust dated February 15, 1997 and SARAH ALLENE BARRETT, as party or parties of the first part (hereinafter referred to as "Grantor"), and PARK PLACE SNELLVILLE, LLC, a Georgia limited liability company, as party or parties of the second part (hereinafter referred to as "Grantee").

WITNESSETH: That the said Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said Grantee, its heirs and assigns, all the right, title, interest, claim or demand which the said Grantor has or may have had in and to:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 56 of the 5<sup>th</sup> District, Gwinnett County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

This deed is given in conjunction with a Limited Warranty Deed of even date between the parties in aid of title to avoid any gaps or overlaps in the conveyance herein.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, its heirs and assigns, so that neither the said Grantor nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

[SIGNATURE PAGE – QUITCLAIM DEED IN AID OF TITLE – BARRETT]

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal the day and year above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

Donis M. Beardsley, Ph.D.  
Unofficial Witness

Jed S. Beardsley  
Notary Public

Sarah Allene Barrett (SEAL)  
SARAH ALLENE BARRETT

[AFFIX NOTARY SEAL]



Donis M. Beardsley, Ph.D.  
Unofficial Witness

Jed S. Beardsley  
Notary Public

Ronald Eugene Barrett (SEAL)  
RONALD EUGENE BARRETT, as Trustee of the  
Barrett Family Charitable Remainder Trust dated  
February 15, 1997

[AFFIX NOTARY SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION

Ron and Sarah Barrett Parcel – AKA Parcel 3

A Tract of land situated in Land Lot 56, 5<sup>th</sup> District, City of Snellville, Gwinnett County, Georgia the bearings of which are based on State Plane Grid (West Zone) and being more particularly described as follows:

Commencing at a No.4 rebar with cap—said rebar being found at the intersection of the Easterly Right-of-Way of Georgia Highway 124 (variable r/w) and the Northerly Right-of-Way of Pharrs Road (80' r/w)—said rebar also being the **Point of Beginning** of the Tract herein described:

Thence along said Easterly Right-of-Way for the following courses and distances: Northeasterly 713.51 feet along a curve to the right (having a radius of 22795.31 feet, a chord bearing of N15°39'31"E, and a chord distance of 713.48 feet) to a tangential curve, Northeasterly 52.87 feet along a curve to the left (having a radius of 23041.32 feet, a chord bearing of N16°29'22"E, and a chord distance of 52.87 feet) to the intersection of said Easterly Right-of-Way and the Southerly line of lands now or formerly owned by Georgia Department of Transportation (Pb G Pg 10); Thence along said Southerly line, S75°28'32"E for a distance of 315.31 feet to the intersection of said Southerly line and the Westerly line of lands now or formerly owned by Wayne H. Mason (Pb 25 Pg 160); Thence along said Westerly line, S15°00'15"W for a distance of 43.19 feet to Westerly line of lands now or formerly owned by New Age Property Investment Group (Pb 38 Pg 273B); Thence along said Westerly line, S15°00'15"W for a distance of 146.41 feet to the intersection of said Westerly line and the Northerly line of lands now or formerly owned by Georgia Department of Transportation (Pb G Pg 10); Thence along said Northerly line the following courses and distances: S60°37'49"W for a distance of 421.94, S15°15'10"W for a distance of 287.34 feet to a concrete monument, said monument being on the Northerly Right-of-Way of Pharrs Road (80' r/w); Thence along said Northerly Right-of-Way, N67°00'08"W for a distance of 22.19 feet to the **Point of Beginning**.

Containing 2.684 acres or 116,915 square feet as depicted on a Zoning Exhibit prepared by Paulson Mitchell, Inc. (Project No.2014219).

# **GROUND LEASE**

**Between**

**PARK PLACE SNELLVILLE, LLC,  
a Georgia limited liability company**

**as Landlord**

**and**

**Sugar Shack Holdings, LLC,  
a Georgia limited liability company**

**as Tenant**

**Premises: Outparcel 8**

**Park Place  
Snellville, Georgia**

## GROUND LEASE

THIS GROUND LEASE (this "Lease") is made as of August 26, 2015 (the "Effective Date"), between PARK PLACE SNELLVILLE, LLC, a Georgia limited liability company ("Landlord"), and SUGAR SHACK HOLDINGS, LLC a Georgia limited liability company ("Tenant").

### RECITALS

A. Landlord is the owner of the property known as Park Place located in Snellville, Georgia and depicted on the Site Plan attached hereto as Exhibit A (the "Project").

B. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, **Outparcel 8** of the Project, the configuration of which is shown on the Site Plan, under which Tenant shall build, at its own expense, a building and site improvements, parking areas and sidewalks, normally found in a first class retail development, complete with all equipment necessary to the operation of a typical Zaxby's restaurant including, but not limited to, preparation of food and the retail sale of general merchandise bearing the logo of the business operated by Tenant in the Premises.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements as hereinafter set forth, it is agreed as follows:

### ARTICLE 1. Fundamental Lease Provisions

#### 1.1 Exhibits and Recitals.

The Recitals and the following described exhibits are attached to and incorporated into this Lease:

|                    |   |
|--------------------|---|
| <b>Exhibit A</b>   | Site Plan of Project                                    |
| <b>Exhibit B</b>   | Legal Description of Premises                           |
| <b>Exhibit C</b>   | Site Plan of Premises                                   |
| <b>Exhibit D</b>   | Permitted Encumbrances                                  |
| <b>Exhibit E</b>   | Commencement and Termination Agreement                  |
| <b>Exhibit F</b>   | Tenant's Sign Design                                    |
| <b>Exhibit G</b>   | Landlord's Sign Criteria                                |
| <b>Exhibit H-1</b> | Rider to Lease  |
| <b>Exhibit H-2</b> | Collateral Assignment of Lease                          |
| <b>Exhibit H-3</b> | Recognition Agreement                                   |
| <b>Exhibit H-4</b> | Subordination, Non-Disturbance and Attornment Agreement |
| <b>Exhibit I</b>   | Intentionally Omitted                                   |
| <b>Exhibit J</b>   | Landlord's Lien Waiver                                  |

#### 1.2 Fundamental Provisions.

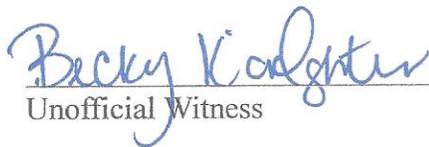
shall lapse and Landlord shall be free to sell the Premises free and clear of Tenant's rights. Notwithstanding anything contained herein to the contrary, if Landlord wishes to sell this Lease in a package with other assets, Tenant's Right of First Offer shall no longer apply.

IN WITNESS WHEREOF, Landlord and Tenant, by a duly authorized representative, have hereunto set their hands and seals, the day and year first above written.

**LANDLORD:**

**PARK PLACE SNELLVILLE, LLC,  
a Georgia limited liability company**

By:   
Richard Swope, Manager

  
Unofficial Witness

**TENANT:**

**SUGAR SHACK HOLDINGS, LLC,  
A Georgia limited liability company**

By:   
Print Name: Jeff S. Faulkner  
Its: Manager

  
Unofficial Witness

EXHIBIT "A" to SNDA

LEGAL DESCRIPTION OF PREMISES

A Tract for lease situated in Land Lot 56, 5<sup>th</sup> District, City of Snellville, Gwinnett County, Georgia; the bearings of which are based on State Plan Grid (Georgia West Zone) and being more particularly described as follows:

Commencing at a N°4 rebar, said rebar being found at the intersection of the existing Easterly Right-of-Way of Georgia Highway 124 (variable r/w) and the existing Northerly Right-of-Way of Pharrs Road (80' r/w), Thence N24°29'53"E for a distance of 308.20 feet to the Point of Beginning of the Tract herein described:

Thence Northeasterly 170.04 feet along a curve to the right (having a radius of 22795.31 feet, chord bearing of N15°45'26"E, and a chord distance of 170.04 feet);  
Thence S74°12'22"E for a distance of 278.55 feet;  
Thence S15°47'39"W for a distance of 170.04 feet;  
Thence N74°12'22"W for a distance of 278.44 feet to the Point of Beginning.

Containing ±1.09 acres or 47,480 square feet as depicted on a lease exhibit prepared by Paulson Mitchell, Inc.; dated 23 July 2015 (Project N°2014219).



# ACCOUNT DETAIL



View/Pay Your Taxes / Account Detail

## Tax Account

**Mailing Address:**

PARK PLACE SNELLVILLE LLC  
1505 LAKES PKWY STE 190  
LAWRENCEVILLE, GA 30043-5891

[Change Mailing Address](#)

**SITUS:**

1981 PHARRS RD

**Tax District:**

SNELLVILLE

**Parcel ID**

R5056 010

**Property Type**

Real Property

**Last Update**

3/8/2016 8:18:52 AM

**Legal Description**

PHARR ROAD

## Tax Bills

Note: Four years of tax information is available online. Email [tax@gwinnettcountry.com](mailto:tax@gwinnettcountry.com) to request other years.

| Tax Year                          | Net Tax | Total Paid | Penalty/Fees | Interest | Due Date   | Amount Due |
|-----------------------------------|---------|------------|--------------|----------|------------|------------|
| <input type="text" value="2015"/> | \$0.00  | \$0.00     | \$0.00       | \$0.00   | 10/15/2015 | \$0.00     |
| <input type="text" value="2014"/> | \$0.00  | \$0.00     | \$0.00       | \$0.00   | 10/1/2014  | \$0.00     |

**BOARD OF APPEALS CERTIFICATIONS**

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

APPLICANT'S CERTIFICATION

The undersigned below, or as attached, is authorized to make this application. The undersigned is aware that, should this request be denied by Board of Appeals, no application affecting any portion of the same property shall be submitted less than twelve months from the date of denial.

Everett H. Pollard III                      03/07/16  
Signature of Applicant                      Date

Everett H. Pollard III  
Type or Print Name and Title

*Notary Seal*

Cornelia B. Wilson  
Signature of Notary Public                      Date

Notary Public  
Gwinnett County Georgia  
My Commission Expires  
August 7, 2017

OWNER'S CERTIFICATION

The undersigned below, or as attached, is the owner of the property considered in this application. 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 Zoning Ordinance and/or Development Regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the Zoning Ordinance and punishable under Section 16.3 of the Zoning Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the waiver is granted, shall be deemed a violation of the Development Regulations and punishable under Section 13.5.2 of the Development Regulations. If an application for a variance or waiver is denied by the Board of Appeals, a reapplication for such for such variance or waiver may not be made earlier than twelve (12) months from the date of the original application.

Check here if there are additional property owners and attach additional "Owner's Certification" sheets.

\_\_\_\_\_  
Signature of Owner                      Date

\_\_\_\_\_  
Type or Print Name and Title

*Notary Seal*

\_\_\_\_\_  
Signature of Notary Public                      Date



### BOARD OF APPEALS CERTIFICATIONS

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

#### APPLICANT'S CERTIFICATION

The undersigned below, or as attached, is authorized to make this application. The undersigned is aware that, should this request be denied by Board of Appeals, no application affecting any portion of the same property shall be submitted less than twelve months from the date of denial.

\_\_\_\_\_  
Signature of Applicant Date

\_\_\_\_\_  
Type or Print Name and Title

Notary Seal

\_\_\_\_\_  
Signature of Notary Public Date

#### OWNER'S CERTIFICATION

The undersigned below, or as attached, is the owner of the property considered in this application. 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 Zoning Ordinance and/or Development Regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the Zoning Ordinance and punishable under Section 16.3 of the Zoning Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the waiver is granted, shall be deemed a violation of the Development Regulations and punishable under Section 13.5.2 of the Development Regulations. If an application for a variance or waiver is denied by the Board of Appeals, a reapplication for such for such variance or waiver may not be made earlier than twelve (12) months from the date of the original application.

Check here if there are additional property owners and attach additional "Owner's Certification" sheets.

PARK PLACE SNELVILLE, LLC

\_\_\_\_\_  
Signature of Owner Date

Richard Swope, Managing Member  
Type or Print Name and Title

Gale Marie Pride March 8, 2016  
Signature of Notary Public Date

