



COOPER SPRINGS #2000059  
BOA VARIANCE #20--1  
PARCEL- 5101 409-430;444-571;573-575  
COOPER SPRINGS

# BOARD OF APPEALS APPLICATION

RECEIVED

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)

DATE RECEIVED: FEB 3 2020

CITY OF SNELLVILLE  
CASE # BOA PLANNING & DEVELOPMENT

Owner's Agent  
**Applicant** is: (check one)  Contract Purchaser  
 Property Owner  
Ashton Atlanta Residential, LLC c/o Mahaffey Pickens Tucker, LLP  
Name (please print) \_\_\_\_\_  
1550 North Brown Road, Suite 125  
Address \_\_\_\_\_  
Lawrenceville, Georgia, 30043  
City, State, Zip Code \_\_\_\_\_  
770 232 0000 678 518 6880  
Phone Number(s) Fax

**Owner** (if not the applicant):  check here if there are additional property owners and attach additional sheets.  
GG Cooper Springs Ltd Partnership  
Name (please print) \_\_\_\_\_  
3751 Victoria Park Avenue  
Address \_\_\_\_\_  
Toronto, Ontario, Canada, M1W 3Z4  
City, State, Zip Code \_\_\_\_\_  
770 232 0000 678 518 6880  
Phone Number(s) Fax

Contact Person: Shane Lanham, Attorney for Applicant Phone: 770 232 0000 Fax: 678 518 6880  
Cell Phone: \_\_\_\_\_ E-mail: slanham@mptlawfirm.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: §9.5A(5)(a)(6) & (b) (4)  
Section(s) of Municipal Code VARIANCE request is for: \_\_\_\_\_  
Section(s) of Development Regulations WAIVER request is for: \_\_\_\_\_  
Property Address/Location: Cooper Springs Rd District 5 Land Lot 101 Parcel(s) 409-430; 444-571; 573-575  
State the purpose of this request: To eliminate the depth and minimum area requirement for porches and eliminate spacing requirement for street lamps.

**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:

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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. Please see attached

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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. \_\_\_\_\_  
Please see attached

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3) **Demonstrate** that the special conditions and circumstances do not result from the actions of the applicant. Please see attached

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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. \_\_\_\_\_  
Please see attached

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**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.**

## APPLICANT'S RESPONSE

### BOARD OF APPEALS APPLICATION ATTACHMENT A

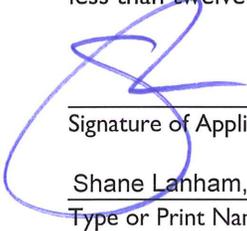
1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other land, structures, or buildings in the same zoning district. The Property was rezoned in 2004 with development beginning shortly thereafter. Strict adherence to all provisions of the current Ordinance is impossible due to the existence of physical improvements and structures on the Property. Strict compliance with the Ordinances would require the replatting of the entire community and the demolition of existing structures and improvements to make room for landscaping improvements which would be an extreme hardship on the Property owner.
2. Literal interpretation of the provisions of the Ordinances would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the Zoning Ordinance. The Cooper Springs already includes 13 townhomes which were constructed without 72-square foot porches and without street lamps in each yard. These requirements were designed for single-family detached homes although a strict interpretation of the Ordinance could require them for single-family attached homes.
3. The special conditions and circumstances do not result from the actions of the applicant. The Property was rezoned by the City in 2004 and was previously developed according to codes, regulations, and ordinances then in effect.
4. Granting the relief requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands, structures, or buildings in the same district. The Applicant is proposing to complete the development of the Property and provide an attractive residential community revitalizing an important segment of Highway 78.

**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 2/5/20  
\_\_\_\_\_  
Date

Shane Lanham, Attorney for Applicant  
Type or Print Name and Title



 \_\_\_\_\_  
Signature of Notary Public 2/3/2020  
\_\_\_\_\_  
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.

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

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

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

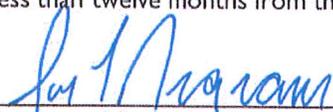
*Notary Seal*

**BOARD OF APPEALS CERTIFICATIONS**

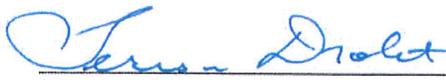
In the event an owner's agent or contract purchaser is filing this application, both of the certifications below must be completed. If the owner is filing the application, only the Owner's Certification must be completed.

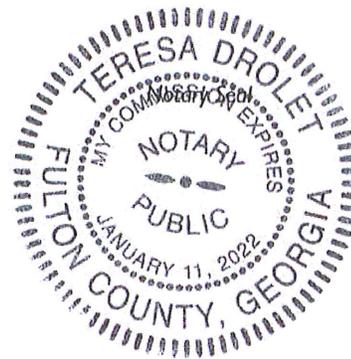
APPLICANT'S CERTIFICATION

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.

 1-31-2020  
Signature of Applicant Date

JOE INGRAM DIRECTOR OF LAND ACQUISITION  
Type or Print Name and Title

 1/31/20  
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.

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

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

Notary Seal

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

## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 101, 5th District, Gwinnett County, Georgia, being more particularly described as follows:

Beginning at the intersection with the southern right of way of U.S. Highway 78 and the land lot line that divides land lots 100 & 101; thence westerly along the right of way of said Highway a distance of 743.27 feet to a point on the centerline of a creek, that is the POINT OF BEGINNING; thence leaving said right of way and along said creek south 84 degrees 52 minutes 24 seconds West, a distance of 12.20 feet to a point; thence North 77 degrees 50 minutes 36 seconds West, a distance of 34.16 feet to a point; thence South 77 degrees 46 minutes 11 seconds West, a distance of 19.94 feet to a point; thence North 51 degrees 56 minutes 24 seconds West, a distance of 14.06 feet to a point; thence South 29 degrees 00 minutes 22 seconds West, a distance of 27.97 feet to a point; thence South 49 degrees 56 minutes 52 seconds West, a distance of 13.14 feet to a point; thence South 84 degrees 34 minutes 10 seconds West, a distance of 8.20 feet to a point; thence South 15 degrees 45 minutes 16 seconds West, a distance of 25.11 feet to a point; thence South 17 degrees 46 minutes 29 seconds East, a distance of 15.64 feet to a point; thence South 19 degrees 57 minutes 45 seconds West, a distance of 18.36 feet to a point; thence South 27 degrees 22 minutes 44 seconds East, a distance of 27.15 feet to a point; thence South 28 degrees 24 minutes 11 seconds West, a distance of 28.32 feet to a point; thence South 82 degrees 36 minutes 35 seconds West, a distance of 9.34 feet to a point; thence South 35 degrees 33 minutes 32 seconds West, a distance of 15.56 feet to a point; thence South 10 degrees 32 minutes 17 seconds West, a distance of 16.92 feet to a point; thence South 38 degrees 25 minutes 16 seconds West, a distance of 15.88 feet to a point; thence South 30 degrees 37 minutes 01 seconds East, a distance of 20.36 feet to a point; thence South 08 degrees 41 minutes 53 seconds East, a distance of 14.97 feet to a point; thence South 18 degrees 01 minutes 34 seconds East, a distance of 13.30 feet to a point; thence South 03 degrees 10 minutes 03 seconds West, a distance of 14.27 feet to a point; thence South 31 degrees 29 minutes 25 seconds East, a distance of 13.83 feet to a point; thence South 08 degrees 25 minutes 58 seconds East, a distance of 19.30 feet to a point; thence South 44 degrees 22 minutes 19 seconds East, a distance of 31.82 feet to a point; thence South 13 degrees 21 minutes 22 seconds West, a distance of 15.47 feet to a point; thence South 23 degrees 55 minutes 07 seconds East, a distance of 14.25 feet to a point; thence South 38 degrees 52 minutes 33 seconds West, a distance of 20.81 feet to a point; thence South 56 degrees 48 minutes 59 seconds West, a distance of 23.60 feet to a point; thence South 19 degrees 00 minutes 11 seconds West, a distance of 5.28 feet to a point; thence South 36 degrees 10 minutes 26 seconds East, a distance of 11.34 feet to a point; thence South 14 degrees 27 minutes 29 seconds East, a distance of 17.97 feet to a point; thence South 19 degrees 05 minutes 32 seconds West, a distance of 10.18 feet to a point; thence South 28 degrees 25 minutes 08 seconds East, a distance of 28.79 feet to a point; thence South 09 degrees 14 minutes 57 seconds West, a distance of 12.61 feet to a point; thence South 36 degrees 59 minutes 09 seconds West, a distance of 24.03 feet to a point; thence South 12 degrees 17 minutes 40 seconds West, a distance of 32.17 feet to a point; thence South 13 degrees 56 minutes 47 seconds East, a distance of 19.16 feet to a point; thence South 32 degrees 37 minutes 50 seconds West, a distance of 13.32 feet to a point; thence South 39 degrees 14 minutes 20 seconds East, a distance of 17.39 feet to a point; thence South 57 degrees 18 minutes 00 seconds East, a distance of 11.93 feet to a

point; thence South 72 degrees 07 minutes 08 seconds East, a distance of 20.21 feet to a point; thence South 22 degrees 27 minutes 47 seconds East, a distance of 19.51 feet to a point; thence South 51 degrees 15 minutes 49 seconds West, a distance of 20.70 feet to a point; thence South 16 degrees 31 minutes 18 seconds West, a distance of 29.65 feet to a point; thence South 49 degrees 59 minutes 32 seconds West, a distance of 5.19 feet to a point; thence South 04 degrees 33 minutes 24 seconds West, a distance of 42.10 feet to a point; thence South 01 degrees 01 minutes 46 seconds West, a distance of 11.18 feet to a point; thence North 06 degrees 34 minutes 37 seconds East, a distance of 20.10 feet to a point; thence South 63 degrees 14 minutes 57 seconds East, a distance of 5.59 feet to a point; thence leaving said creek South 32 degrees 36 minutes 12 seconds West, a distance of 32.20 feet to a point; thence South 00 degrees 09 minutes 44 seconds West, a distance of 38.11 feet to a point on the land lot line that divides land lots 100 & 101; thence along said land lot line South 60 degrees 20 minutes 40 seconds West, a distance of 482.92 feet to a point; thence South 60 degrees 18 minutes 15 seconds West, a distance of 225.62 feet to a point; thence leaving said land lot line North 28 degrees 33 minutes 15 seconds West, a distance of 1220.83 feet to a point; thence North 88 degrees 11 minutes 30 seconds East, a distance of 171.13 feet to a point; thence 59.69 feet along a curve to the left, said curve having a chord of South 81 degrees 23 minutes 03 seconds East 59.68 feet and a radius of 693.50 feet to a point; thence South 78 degrees 55 minutes 06 seconds East, a distance of 39.30 feet to a point; thence 251.30 feet along a curve to the left, said curve having a chord of South 73 degrees 08 minutes 10 seconds East 251.12 feet and a radius of 1903.50 feet to a point; thence South 71 degrees 21 minutes 13 seconds East, a distance of 190.66 feet to a point; thence North 14 degrees 38 minutes 45 seconds East, a distance of 326.45 feet to a point on the southern right of way of US HWY 78; thence along said right of way South 70 degrees 19 minutes 02 seconds East, a distance of 548.60 feet to a point, being the POINT OF BEGINNING. Said tract contains 20.159 Acres.

TOGETHER WITH and subject to the burdens and benefits of that certain Reciprocal Easement Agreement by and between Townview of Snellville, LLC and CooperVest, LLC dated March 13, 2006, recorded in Deed Book 43696, Page 261, as amended in Deed Book 46266, Page 745, Gwinnett County, Georgia records.

LESS AND EXCEPT THAT land lying and being in Land Lot 101, 5th District, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at the intersection with the southern right of way of U.S. Highway 78 and the land lot line that divides land lots 100 & 101; thence north westerly along the right of way of said Highway a distance of 1291.87 feet to a point; thence leaving said right of way South 16 degrees 11 minutes 51 seconds East, a distance of 640.10 feet to a point, that is the POINT OF BEGINNING; thence North 47 degrees 32 minutes 36 seconds East, a distance of 75.00 feet to a point; thence South 42 degrees 27 minutes 24 seconds East a distance of 75.00 feet to a point; thence South 47 degrees 32 minutes 36 seconds West, a distance of 75.00 feet to a point; thence North 42 degrees 27 minutes 24 seconds West, a distance of 75.00 feet to a point, being the POINT OF BEGINNING. Said Tract contains 0.129 Acres.

TOGETHER WITH a non-exclusive perpetual easement, across and through that certain roadway shown as cross hatched on Exhibit "B" attached to the Security Deed, between Highway 78 and the property herein conveyed for purposes of vehicular and pedestrian ingress and egress.

AND LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot 101 of the 5th District of Gwinnett County, Georgia, being lots 1504 through 1515 inclusive and Lot 1517 of Cooper Springs Subdivision as per plat recorded in Plat Book 117, Pages 267-269, Gwinnett County records (the "Land").



**CITY OF SNELVILLE**  
 Department of Planning & Development  
 2342 Oak Road, 2<sup>nd</sup> Floor  
 Snellville, GA 30078  
 Phone 770.985.3514 Fax 770.985.3551

**APPLICANT - PLEASE HAND DELIVER THIS VERIFICATION SHEET TO THE GWINNETT COUNTY TAX ASSESSORS OFFICE (SEE ADDRESS AND PHONE NUMBER BELOW) TO OBTAIN WRITTEN CONFIRMATION THAT REAL PROPERTY TAXES HAVE BEEN PAID-IN-FULL AND PROPERTY TAX ACCOUNT IS CURRENT. ATTACH COMPLETED ORIGINAL TO APPLICATION.**

**APPLICANT**

**NAME:** Ashton Atlanta Residential, LLC

**CHECK HERE, IF THERE ARE MORE THAN FOUR (4) SUBJECT PARCELS AND ATTACH ADDITIONAL SHEETS.**

5101 409 - 430  
 5101 444 - 571  
 TAX PARCEL NO.: 5101 573 - 575

PROPERTY OWNER NAME(S): See attached parcel sheet

AMOUNT OF CURRENT TAXES PAID: \$ \_\_\_\_\_ PAYMENT DATE: \_\_\_\_\_ ACCOUNT CURRENT?  YES  NO

PROPERTY OWNER NAME(S): \_\_\_\_\_ TAX PARCEL NO.: \_\_\_\_\_

AMOUNT OF CURRENT TAXES PAID: \$ \_\_\_\_\_ PAYMENT DATE: \_\_\_\_\_ ACCOUNT CURRENT?  YES  NO

PROPERTY OWNER NAME(S): \_\_\_\_\_ TAX PARCEL NO.: \_\_\_\_\_

AMOUNT OF CURRENT TAXES PAID: \$ \_\_\_\_\_ PAYMENT DATE: \_\_\_\_\_ ACCOUNT CURRENT?  YES  NO

PROPERTY OWNER NAME(S): \_\_\_\_\_ TAX PARCEL NO.: \_\_\_\_\_

AMOUNT OF CURRENT TAXES PAID: \$ \_\_\_\_\_ PAYMENT DATE: \_\_\_\_\_ ACCOUNT CURRENT?  YES  NO

\*\*\* INFORMATION VERIFIED BY GWINNETT COUNTY TAX ASSESSOR'S OFFICE \*\*\*

COUNTY TAX DEPARTMENT REPRESENTATIVE (PRINT NAME): Julie Smith	DATE: 2-3-2020
COUNTY TAX DEPARTMENT REPRESENTATIVE (SIGNATURE): Julie Smith	

**ONLY ORIGINAL VERIFICATION SHEET CAN BE USED TO CONFIRM PROPERTY TAX ACCOUNT STATUS**

GWINNETT COUNTY TAX ASSESSOR - GWINNETT JUSTICE & ADMINISTRATION CENTER  
 75 LANGLEY DRIVE, LAWRENCEVILLE, GA  
 PHONE 770.822.7200 [www.co.gwinnett.ga.us](http://www.co.gwinnett.ga.us)

Parcel List

	R5101-491	R5101-564	
	R5101-490	R5101-558	
	R5101-489	R5101-559	
	R5101-488	R5101-560	
	R5101-487	R5101-561	
	R5101-486	R5101-562	
	R5101-485	R5101-563	
	R5101-484	R5101-516	
R5101-409	R5101-483	R5101-515	
R5101-410	R5101-482	R5101-514	
R5101-411	R5101-481	R5101-513	
R5101-412	R5101-480	R5101-512	
R5101-413	R5101-479	R5101-511	
R5101-414	R5101-478	R5101-450	
R5101-415	R5101-477	R5101-449	
R5101-416	R5101-476	R5101-448	
R5101-417	R5101-475	R5101-447	
R5101-418	R5101-474	R5101-446	
R5101-419	R5101-473	R5101-445	
R5101-420	R5101-472	R5101-444	
R5101-421	R5101-471	R5101-508	
R5101-422	R5101-470	R5101-509	
R5101-423	R5101-469	R5101-510	R5101-540
R5101-424	R5101-468	R5101-533	R5101-541
R5101-425	R5101-467	R5101-532	R5101-542
R5101-426	R5101-466	R5101-531	R5101-543
R5101-427	R5101-465	R5101-530	R5101-544
R5101-428	R5101-464	R5101-529	R5101-545
R5101-429	R5101-463	R5101-528	R5101-546
R5101-430	R5101-462	R5101-517	R5101-557
R5101-507	R5101-461	R5101-518	R5101-556
R5101-506	R5101-460	R5101-519	R5101-555
R5101-505	R5101-459	R5101-520	R5101-554
R5101-504	R5101-458	R5101-521	R5101-553
R5101-503	R5101-457	R5101-522	R5101-552
R5101-502	R5101-456	R5101-523	R5101-551
R5101-501	R5101-455	R5101-524	R5101-550
R5101-500	R5101-454	R5101-525	R5101-549
R5101-499	R5101-453	R5101-526	R5101-548
R5101-498	R5101-452	R5101-527	R5101-547
R5101-497	R5101-451	R5101-534	
R5101-496	R5101-569	R5101-535	R5101-570
R5101-495	R5101-568	R5101-536	R5101-571
R5101-494	R5101-567	R5101-537	R5101-575
R5101-493	R5101-566	R5101-538	R5101-573
R5101-492	R5101-565	R5101-539	R5101-574

**DEED B: 57044 P: 00515**

**11/19/2019 03:38 PM Pgs: 11 Fees: \$30.00**

**TTax: \$8,880.00**

Richard T. Alexander, Jr., Clerk of Superior Court  
Gwinnett County, GA

PT-61 #: 0672019031634

ERECORDED

eFile Participant IDs: 9778170693,

**UPON RECORDING RETURN TO:**

Piedmont Law Group  
100 Crescent Centre Parkway  
Suite 300  
Tucker, Georgia 30084  
Attn: Isabel Garcia, Esq.

Tax Parcel ID No.:  
R5101 409 et al.

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**STATE OF GEORGIA**  
**COUNTY OF \_\_\_\_\_**

**LIMITED WARRANTY DEED**

**THIS INDENTURE**, made as of November 19, 2019, between **ALA COOPER SPRINGS, LLC**, a Georgia limited liability company (herein called "Grantor"), and **GG COOPER SPRINGS LIMITED PARTNERSHIP**, a Delaware limited partnership (herein called "Grantee").

**WITNESSETH:** That Grantor, for and in consideration of \$10.00 and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee the following described premises, to wit:

All that certain piece or portion of ground described in Exhibit "A" attached hereto and made a part hereof, together with all buildings and improvements thereon, and all the rights, ways,

privileges, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in Gwinnett County, Georgia (collectively, the "Property").

To have and to hold all and singular the Property unto said Grantee, its successors and assigns, forever.

And said Grantor does hereby warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, provided that, this conveyance is subject to those matters set forth on Exhibit "B" attached hereto.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

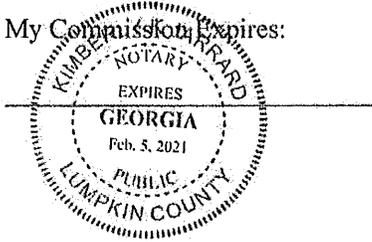
Signed, sealed and delivered in the presence of:

Margaret Miller  
Unofficial Witness

Kimberly K. Jamison  
Notary Public

(NOTARY SEAL)

My Commission Expires:



ALA COOPER SPRINGS LLC, a Georgia limited liability company

By: Atlanta Land Acquisition Fund II, LLC, a Georgia limited liability company

By: LALF Sponsor, LLC, a Georgia limited liability company

By: [Signature]  
Name: Paul Lange  
Title: Manager

(COMPANY SEAL)

EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in Land Lot 101, 5th District, Gwinnett County, Georgia, being more particularly described as follows:

Beginning at the intersection with the southern right of way of U.S. Highway 78 and the land lot line that divides land lots 100 & 101; thence westerly along the right of way of said Highway a distance of 743.27 feet to a point on the centerline of a creek, that is the POINT OF BEGINNING; thence leaving said right of way and along said creek south 84 degrees 52 minutes 24 seconds West, a distance of 12.20 feet to a point; thence North 77 degrees 50 minutes 36 seconds West, a distance of 34.16 feet to a point; thence South 77 degrees 46 minutes 11 seconds West, a distance of 19.94 feet to a point; thence North 51 degrees 56 minutes 24 seconds West, a distance of 14.06 feet to a point; thence South 29 degrees 00 minutes 22 seconds West, a distance of 27.97 feet to a point; thence South 49 degrees 56 minutes 52 seconds West, a distance of 13.14 feet to a point; thence South 84 degrees 34 minutes 10 seconds West, a distance of 8.20 feet to a point; thence South 15 degrees 45 minutes 16 seconds West, a distance of 25.11 feet to a point; thence South 17 degrees 46 minutes 29 seconds East, a distance of 15.64 feet to a point; thence South 19 degrees 57 minutes 45 seconds West, a distance of 18.36 feet to a point; thence South 27 degrees 22 minutes 44 seconds East, a distance of 27.15 feet to a point; thence South 28 degrees 24 minutes 11 seconds West, a distance of 28.32 feet to a point; thence South 82 degrees 36 minutes 35 seconds West, a distance of 9.34 feet to a point; thence South 35 degrees 33 minutes 32 seconds West, a distance of 15.56 feet to a point; thence South 10 degrees 32 minutes 17 seconds West, a distance of 16.92 feet to a point; thence South 38 degrees 25 minutes 18 seconds West, a distance of 15.88 feet to a point; thence South 30 degrees 37 minutes 01 seconds East, a distance of 20.36 feet to a point; thence South 08 degrees 41 minutes 53 seconds East, a distance of 14.97 feet to a point; thence South 18 degrees 01 minutes 34 seconds East, a distance of 13.50 feet to a point; thence South 03 degrees 10 minutes 03 seconds West, a distance of 14.27 feet to a point; thence South 31 degrees 29 minutes 25 seconds East, a distance of 13.83 feet to a point; thence South 08 degrees 25 minutes 58 seconds East, a distance of 19.50 feet to a point; thence South 44 degrees 22 minutes 19 seconds East, a distance of 31.82 feet to a point; thence South 13 degrees 21 minutes 22 seconds West, a distance of 15.47 feet to a point; thence South 23 degrees 55 minutes 07 seconds East, a distance of 14.25 feet to a point; thence South 38 degrees 52 minutes 33 seconds West, a distance of 20.81 feet to a point; thence South 56 degrees 48 minutes 59 seconds West, a distance of 23.60 feet to a point; thence South 19 degrees 00 minutes 11 seconds West, a distance of 5.28 feet to a point; thence South 36 degrees 10 minutes 26 seconds East, a distance of 11.34 feet to a point; thence South 14 degrees 27 minutes 29 seconds East, a distance of 17.97 feet to a point; thence South 19 degrees 05 minutes 32 seconds West, a distance of 10.18 feet to a point; thence South 28 degrees 25 minutes 08 seconds East, a distance of 28.79 feet to a point; thence South 09 degrees 14 minutes 57 seconds West, a distance of 12.61 feet to a point; thence South 36 degrees 59 minutes 09 seconds West, a distance of 24.03 feet to a point; thence South 12 degrees 17 minutes 40 seconds West, a distance of 32.17 feet to a point; thence South 13 degrees 56 minutes 47 seconds East, a distance of 19.16 feet to a point; thence South 32 degrees 37 minutes 50 seconds West, a distance of 13.32 feet to a point; thence South 39 degrees 14 minutes 20 seconds East, a distance of 17.39 feet to a point; thence South 57 degrees 18 minutes 00 seconds East, a distance of 11.93 feet to a

point; thence South 72 degrees 07 minutes 08 seconds East, a distance of 20.21 feet to a point; thence South 22 degrees 27 minutes 47 seconds East, a distance of 19.51 feet to a point; thence South 51 degrees 15 minutes 49 seconds West, a distance of 20.70 feet to a point; thence South 16 degrees 31 minutes 18 seconds West, a distance of 29.65 feet to a point; thence South 49 degrees 59 minutes 32 seconds West, a distance of 5.19 feet to a point; thence South 04 degrees 32 minutes 24 seconds West, a distance of 42.10 feet to a point; thence South 01 degrees 01 minutes 46 seconds West, a distance of 11.18 feet to a point; thence North 86 degrees 34 minutes 37 seconds East, a distance of 20.10 feet to a point; thence South 63 degrees 14 minutes 57 seconds East, a distance of 5.59 feet to a point; thence leaving said creek South 32 degrees 56 minutes 12 seconds West, a distance of 32.20 feet to a point; thence South 00 degrees 09 minutes 44 seconds West, a distance of 38.11 feet to a point on the land lot line that divides land lots 100 & 101; thence along said land lot line South 60 degrees 20 minutes 40 seconds West, a distance of 482.92 feet to a point; thence South 60 degrees 18 minutes 15 seconds West, a distance of 225.62 feet to a point; thence leaving said land lot line North 28 degrees 33 minutes 15 seconds West, a distance of 1220.85 feet to a point; thence North 88 degrees 11 minutes 30 seconds East, a distance of 171.13 feet to a point; thence 59.69 feet along a curve to the left, said curve having a chord of South 81 degrees 23 minutes 03 seconds East 59.68 feet and a radius of 693.50 feet to a point; thence South 78 degrees 55 minutes 06 seconds East, a distance of 39.30 feet to a point; thence 251.30 feet along a curve to the left, said curve having a chord of South 75 degrees 08 minutes 10 seconds East 251.12 feet and a radius of 1903.50 feet to a point; thence South 71 degrees 21 minutes 15 seconds East, a distance of 190.66 feet to a point; thence North 18 degrees 38 minutes 45 seconds East, a distance of 326.45 feet to a point on the southern right of way of US HWY 78; thence along said right of way South 70 degrees 19 minutes 02 seconds East, a distance of 548.60 feet to a point, being the POINT OF BEGINNING. Said tract contains 20.159 Acres.

TOGETHER WITH and subject to the burdens and benefits of that certain Reciprocal Easement Agreement by and between Townview of Snellville, LLC and CooperVest, LLC dated March 13, 2006, recorded in Deed Book 43696, Page 261, as amended at Deed Book 46266, Page 745, Gwinnett County, Georgia records.

LESS AND EXCEPT THAT land lying and being in Land Lot 101, 5th District, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at the intersection with the southern right of way of U.S. Highway 78 and the land lot line that divides land lots 100 & 101; thence north westerly along the right of way of said Highway a distance of 1291.87 feet to a point; thence leaving said right of way South 16 degrees 11 minutes 51 seconds East, a distance of 640.10 feet to a point, that is the POINT OF BEGINNING; thence North 47 degrees 32 minutes 36 seconds East, a distance of 75.00 feet to a point; thence South 42 degrees 27 minutes 24 seconds East a distance of 75.00 feet to a point; thence South 47 degrees 32 minutes 36 seconds West, a distance of 75.00 feet to a point; thence North 42 degrees 27 minutes 24 seconds West, a distance of 75.00 feet to a point, being the POINT OF BEGINNING. Said Tract contains 0.129 Acres.

*Cell Tower  
Rec'd RS101 073*

TOGETHER WITH a non-exclusive perpetual easement, across and through that certain roadway shown as cross hatched on Exhibit "B" attached to the Security Deed, between Highway 78 and the property herein conveyed for purposes of vehicular and pedestrian ingress and egress.

AND LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot 101 of the 5th District of Gwinnett County, Georgia, being lots 1504 through 1515 inclusive and Lot 1517 of Cooper Springs Subdivision as per plat recorded in Plat Book 117, Pages 267-269, Gwinnett County records (the "Land").

Map Reference #:	Unit 1001	R5101 409
	Unit 1003	R5101 410
	Unit 1005	R5101 411
	Unit 1007	R5101 412
	Unit 1015	R5101 413
	Unit 1017	R5101 414
	Unit 1019	R5101 415
	Unit 1021	R5101 416
	Unit 1023	R5101 417
	Unit 1471	R5101 418
	Unit 1473	R5101-419
	Unit 1475	R5101-420
	Unit 1477	R5101-421
	Unit 1479	R5101-422
	Unit 1481	R5101-423
	Unit 1487	R5101-424
	Unit 1489	R5101-425
	Unit 1491	R5101-426
	Unit 1493	R5101-427
	Unit 1495	R5101-428
	Unit 1497	R5101-429
	Unit 1499	R5101-430
	Unit 1305	R5101-507
	Unit 1307	R5101-506
	Unit 1309	R5101-505
	Unit 1311	R5101-504
	Unit 1315	R5101-503
	Unit 1317	R5101-502
	Unit 1325	R5101-501
	Unit 1327	R5101-500
	Unit 1329	R5101-499
	Unit 1331	R5101-498
	Unit 1333	R5101-497
	Unit 1335	R5101-496
	Unit 1337	R5101-495
	Unit 1343	R5101-494
	Unit 1345	R5101-493
	Unit 1347	R5101-492

Unit 1349	R5101-491
Unit 1351	R5101-490
Unit 1353	R5101-489
Unit 1355	R5101-488
Unit 1361	R5101-487
Unit 1363	R5101-486
Unit 1365	R5101-485
Unit 1367	R5101-484
Unit 1369	R5101-483
Unit 1375	R5101-482
Unit 1377	R5101-481
Unit 1379	R5101-480
Unit 1381	R5101-479
Unit 1383	R5101-478
Unit 1389	R5101-477
Unit 1391	R5101-476
Unit 1393	R5101-475
Unit 1395	R5101-474
Unit 1397	R5101-473
Unit 1405	R5101-472
Unit 1407	R5101-471
Unit 1409	R5101-470
Unit 1411	R5101-469
Unit 1413	R5101-468
Unit 1415	R5101-467
Unit 1417	R5101-466
Unit 1421	R5101-465
Unit 1423	R5101-464
Unit 1425	R5101-463
Unit 1427	R5101-462
Unit 1429	R5101-461
Unit 1431	R5101-460
Unit 1433	R5101-459
Unit 1445	R5101-458
Unit 1447	R5101-457
Unit 1449	R5101-456
Unit 1451	R5101-455
Unit 1459	R5101-454
Unit 1461	R5101-453
Unit 1463	R5101-452
Unit 1465	R5101-451
Unit 2981	R5101-569
Unit 2983	R5101-568
Unit 2985	R5101-567
Unit 2987	R5101-566
Unit 2989	R5101-565

Unit 2991	R5101-564
Unit 2980	R5101-558
Unit 2982	R5101-559
Unit 2984	R5101-560
Unit 2986	R5101-561
Unit 2988	R5101-562
Unit 2990	R5101-563
Unit 1141	R5101-516
Unit 1143	R5101-515
Unit 1145	R5101-514
Unit 1147	R5101-513
Unit 1149	R5101-512
Unit 1151	R5101-511
Unit 1476	R5101-450
Unit 1478	R5101-449
Unit 1480	R5101-448
Unit 1482	R5101-447
Unit 1484	R5101-446
Unit 1486	R5101-445
Unit 1488	R5101-444
Unit 1310	R5101-508
Unit 1312	R5101-509
Unit 1314	R5101-510
Unit 1107	R5101-533
Unit 1109	R5101-532
Unit 1111	R5101-531
Unit 1113	R5101-530
Unit 1115	R5101-529
Unit 1117	R5101-528
Unit 1140	R5101-517
Unit 1142	R5101-518
Unit 1144	R5101-519
Unit 1146	R5101-520
Unit 1336	R5101-521
Unit 1338	R5101-522
Unit 1340	R5101-523
Unit 1342	R5101-524
Unit 1344	R5101-525
Unit 1346	R5101-526
Unit 1348	R5101-527
Unit 1100	R5101-534
Unit 1102	R5101-535
Unit 1104	R5101-536
Unit 1106	R5101-537
Unit 1108	R5101-538
Unit 1110	R5101-539

Unit 1114	R5101-540
Unit 1116	R5101-541
Unit 1118	R5101-542
Unit 1120	R5101-543
Unit 1122	R5101-544
Unit 1124	R5101-545
Unit 1126	R5101-546
Unit 1412	R5101-557
Unit 1410	R5101-556
Unit 1408	R5101-555
Unit 1406	R5101-554
Unit 1404	R5101-553
Unit 1394	R5101-552
Unit 1392	R5101-551
Unit 1390	R5101-550
Unit 1388	R5101-549
Unit 1386	R5101-548
Unit 1384	R5101-547

Open Space 1	R5101-570
Open Space 2	R5101-571
Open Space	R5101-575
Open Space	R5101-573
Open Space	R5101-574

**Exhibit B**

**Permitted Exceptions**

1. All taxes for the year 2020 and subsequent years, not yet due and payable.
2. Conditions and reservations contained in that certain State Highway Board of Georgia Right of Way Deed from W.R. Hurst, F.P. Dover and T.L. Harris to Highway Board of Georgia, dated July 7, 1937, recorded in Deed Book 63, page 193, Gwinnett County, Georgia records.
3. Pipeline Easement from F.P. Dover, T.L. Harris and W.R. Hurst to Plantation Pipe Line Company, dated September 5, 1941, recorded in Deed Book 70, page 501, aforesaid records.
4. Slope Easement from T.L. Harris, A. J. Corley and W.R. Hurst to State Highway Board of Georgia, dated August 13, 1947, recorded in Deed Book 84, page 153, aforesaid records.
5. Easements, if any, contained in that certain Department of Transportation Right of Way Deed from Reginaldo and Sharon B. Castaldo to the Department of Transportation, dated August 30, 1982, recorded in Deed Book 2440, page 176, aforesaid records.
6. Conveyance of Access Rights from New London Land, Ltd. to the Georgia Department of Transportation, dated December 15, 1990, recorded in Deed Book 6381, page 15, aforesaid records.
7. Right of Way Easement from W. H. Britt to Walton Electric Membership Corporation, dated March 20, 1991, recorded in Deed Book 12384, page 251, aforesaid records.
8. Ingress/Egress and Utility Easements granted in that certain Communications Site Lease Agreement by and between Darron P. Britt and W.H. Britt and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, dated November 24, 1997, as evidenced of record by that certain Memorandum of Agreement between said parties, dated December 17, 1997, recorded in Deed Book 16119, page 181, aforesaid records; as affected by that certain Assignment of Ground Lease by and between Darron P. Britt and W.H. Britt and Pinnacle Towers Inc., a Delaware corporation, dated March 23, 2000, recorded in Deed Book 20244, page 268, aforesaid records.
9. Easement Agreement by and between F. Allen Cofer, Jr. and Darron Britt and W.H. Britt dated March 24, 1998, recorded in Deed Book 16234, page 205, aforesaid records.
10. Right of Way Easement from Darron P. Britt and W. H. Britt to Walton Electric Membership Corporation, dated May 28, 1998, recorded in Deed Book 16421, page 113, aforesaid records.

11. Access and Utility Easement by and between Darron P. Britt and W.H. Britt and Pinnacle Towers Inc., a Delaware corporation, dated March 23, 2000, recorded in Deed Book 20244, page 264, aforesaid records.
12. Reciprocal Easement Agreement by and between Townview of Snellville, LLC, a Georgia limited liability company, and Cooper Vest, LLC, a Georgia limited liability company, dated May 17, 2005, recorded in Deed Book 43696, page 261, aforesaid records; as affected by that certain First Amendment to Reciprocal Easement Agreement between aforesaid parties, dated March 13 2006, recorded in Deed Book 46266, page 745, aforesaid records.
13. Water Metering Device Easement by and between Townview of Snellville, LLC and Gwinnett County Water and Sewerage Authority, dated August 22, 2005, recorded in Deed Book 44145, page 59, aforesaid records.
14. Easement by and between Townview of Snellville, LLC and Gwinnett County Water and Sewerage Authority, dated August 22, 2005, recorded in Deed Book 49115, page 839, aforesaid records.
15. Covenants shown on the following plats:
  - a. Cooper Village Subdivision Plat, filed for record May 24, 2006, recorded in Plat Book 114, page 296, aforesaid records;
  - b. Cooper Springs Final Plat, filed for record October 20, 2006, recorded in Plat Book 117, page 166, aforesaid records;
  - c. Cooper Springs Final Plat, filed for record November 27, 2006, recorded in Plat Book 117, page 267, aforesaid records;
  - d. Cooper Springs Final Plat, filed for record August 6, 2012, recorded in Plat Book 129, page 83, aforesaid records;
  - e. Cooper Springs Final Plat, filed for record January 3, 2019, recorded in Plat Book 144, page 8, aforesaid records; and
  - f. Cooper Springs Final Plat, filed for record September 19, 2019, recorded in Plat Book 146, page 133, aforesaid records.
16. Matters shown on that certain ALTA/NSPS Land Title Survey for Ashton Atlanta Residential, LLC, a Georgia limited liability company, GG Cooper Springs Limited Partnership, a Delaware limited partnership, and First American Title Insurance Company, prepared by McFarland-Dyer & Associates, signed, sealed and certified by J. Chris Whitley, GRLS No. 2672, dated October 17, 2019, last revised November 8, 2019.



**LIST OF ADJOINING PROPERTY OWNERS**

#	Name	Address	Parcel
1	Rylee Mildred L	1162 Cooper Rd, Snellville, GA 30078	5101 069
2	Cooper Village Partners, LLC	3490 Piedmont Rd NE, Ste 1300, Atlanta, GA 30305	5101 014
3	Cooper Village Partners, LLC	3490 Piedmont Rd NE, Ste 1300, Atlanta, GA 30305	5101 014
4	The Kroger Co.	1014 Vine St, Cincinnati, OH 45202	5100 065
5	Sinocoin Investment, LLC	3500 Lenox Rd NE, Ste 1500, Atlanta, GA 30326	5100 023
6	MUPR 3 Assets, LLC	5001 Plaza on the Lk, Ste 200, Austin, TX 78746	5100 082
7	Polidura, Jesus A & Sulaka A	1086 Masters Ln, Snellville, GA 30078	5100 081
8	Rylee, Mildred L	1162 Cooper Rd, Snellville, GA 30078	5101 001