



SPECIAL USE PERMIT APPLICATION
For Hotel, Motel and Extended Stay Hotel

RECEIVED

1784 PRESIDENTIAL CIR #2000024
SPECIAL USE PERMIT SUP # 20-01
PARCEL- 5041 187
INTOWN SUITES

City of Snellville, Georgia
Department of Planning & Development
2342 Oak Road, 2nd Floor
Snellville, Georgia 30078
Phone 770.985.3513 Fax 770.985.3551

JAN 27 2020

CITY OF SNELLVILLE
PLANNING & DEVELOPMENT
www.snellville.org

CASE # SUP

Applicant is: (check one) Property Owner Attorney for Property Owner Property Owner's Agent
Property Owner (if not the applicant): check here if additional property owners and attach additional sheets.

Jeremy Cloud
Name (please print)
General Counsel
Title
SCG LH Snellville, L.P. d/b/a InTown Suites
Corporate Entity Name
980 Hammond Drive, Suite 500
Mailing Address
Atlanta, Georgia 30328
City, State, Zip Code
(770) 799-5218
Phone Number (wk) (cell)
jeremy.cloud@intownsuites.com
Email Address

Name (please print)

Title

Corporate Entity Name

Mailing Address

City, State, Zip Code

Phone Number (wk) (cell)

Email Address

Application For Special Use Permit: Hotel Motel Extended-Stay Hotel

Total Number of Guest Rooms: 130 Total Number of Guest Rooms with a Fixed Cooking Appliance: 130

Lobby Size (Sq. Ft.): 420 Guest Room Size (Sq. Ft.): 246.5 (min.) 277.4 (max.) Min. Roof Pitch: 7/12

Present Zoning District Classification: HSB/BG Present Land Use Classification: _____

Property Street Address: 1784 Presidential Circle Acreage: 2.8 Tax Parcel No.: R5041187

Density Calculation (Units per Acre): 46.4 (Guest Room Total divided by Gross Acreage, i.e. 180 Rooms / 2.4 acres = 75 Units per Acre)

APPLICATION FEES:

- Special Use Permit Application \$ 500.00
- Public Notice Sign(s) \$ 50.00 each (per parcel, per road frontage)
- Adjoining Property Owner Notification Letters \$ 15.00 per adjoining property X 2 notices

SPECIAL USE REQUIREMENTS – BG AND HSB ZONING DISTRICTS:

A Hotel, Motel or Extended-Stay Hotel may be permitted upon findings of the Mayor and Council and issuance of a Special Use Permit that under particular circumstances present such use is in harmony with the principal permitted uses of the district and after recommendations by the Planning Department and Planning Commission and after two public hearings, provided:

- (a) Each motel, hotel, or extended-stay hotel site shall be a minimum of two (2) acres;
- (b) Each motel or hotel shall have a minimum of sixty (60) rooms. Each extended-stay hotel shall have a minimum density of sixty (60) guest rooms per gross acre of development;
- (c) The lobby size shall be a minimum of seven-hundred (700) square feet;

- (d) Each guest room shall be accessed through an interior hallway and shall not have access to the exterior of the building (except through the central lobby or as otherwise determined by fire codes);
- (e) Each motel, hotel, or extended-stay hotel must man the lobby with a bona fide employee or manager twenty-four (24) hours a day;
- (f) Each guest room shall have a minimum of three-hundred (300) square feet;
- (g) Each motel, hotel, or extended-stay hotel building shall have a minimum roof pitch of four in twelve (4:12);
- (h) Each motel, hotel, or extended-stay hotel shall provide an enclosed heated and air-conditioned laundry space with a minimum of three (3) washers and three (3) dryers;
- (i) Any outdoor recreational areas provided shall be located to the rear of the site;
- (j) Each motel, hotel, or extended-stay hotel site shall provide a seventy-five (75) foot natural buffer, enhanced with an additional twenty-five (25) foot landscaped buffer (total one-hundred (100) feet) where adjacent to residentially zoned property or residential land uses; and
- (k) Each motel, hotel, or extended-stay hotel is further regulated in Article VI, Motels, Hotels and Extended-Stay Hotels of Chapter 22, Businesses of the Code of Snellville, Georgia.

DEFINITIONS:

BONA FIDE EMPLOYEE: A person who works in the service of the hotel, motel, or extended stay hotel under a contract of hire, whether express or implied, where the employer has the power or right to control or direct the details of what work is to be performed and the manner in which that work is to be performed.

ELECTRONIC RECORDS: The identifying information for all patrons and their guests contained in the electronic registration system as listed in section G. Video Surveillance Systems, which is recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination.

EXTENDED-STAY HOTEL: Any structure consisting of one or more buildings, with more than five dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay (a) to persons for extended-stays and/or stays longer than thirty (30) days, regardless of the presence of rentals or leases for shorter periods of time; or (b) for stays longer than fifteen (15) days in rooms equipped with kitchen facilities. Or, where more than five percent (5%) of the guest rooms therein contain fixed cooking appliances.

FIXED COOKING APPLIANCE: A stove top burner; a hotplate that does not serve as an integral part of an appliance designed solely to produce coffee; a conventional oven; a convection oven; or any oven producing heat using resistance heating elements, induction heating, or infrared heating sources.

GUEST: A person who is not a Patron but is present on the premises of a hotel, motel or extended-stay hotel to accompany a Patron of the hotel, motel or extended-stay hotel and with the express permission of the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel. Guests are required to register with the supporting Patron.

HOTEL or MOTEL: Any structure consisting of one or more buildings, with more than five dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging of thirty (30) days or less is offered for pay to Patrons, is not intended for long-term occupancy, and does not otherwise meet the definition of an extended-stay hotel as defined in this section.

HOUSING OF LAST RESORT: A public or private housing shelter for indigent care.

HOUSKEEPING: The cleaning of guest rooms, guest bathrooms, public area, changing of linen and removal of trash from guest rooms and common areas which meet the standards as expressed in the operation guidelines in the industry for high quality hotel and motel franchises (i.e. Hilton, Marriott or Hampton Inn).

KITCHEN FACILITIES: Kitchen amenities including, but not limited to, refrigerators, stoves, ovens, and kitchen-type sink. Amenities limited to a microwave, mini-refrigerator, and/or an appliance designed to produce coffee or tea do not constitute "kitchen facilities" for purposes of this definition.

LOITERING: As defined and regulated in Article III of Chapter 38 of the Snellville Code of Ordinances.

MANUAL RECORDS: The identifying information for all patrons and their guests contained in the form of a paper record or reservation book as listed in Section B(8), Responsibilities, Access and Registration Requirements, which is recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination.

MOTEL: See 'Hotel'.

PATRON: A person who pays a fee to the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel for the right to occupy a room.

PUBLIC NUISANCE: A condition, obstruction or use of property allowed or continued by any person, legal entity or agent, that interferes with the comfortable enjoyment of life and property by the neighborhood, community, or members of the public; or which can cause hurt, damage, inconvenience or affect or offend an ordinary, reasonable person.

VEHICLE: Is any car, truck, trailer, motorcycle, or other conveyance used for transporting people and is normally required to be registered with a state in order to be legally operated or towed on a public roadway.

VIDEO SURVEILLANCE SYSTEM: A continuous digital surveillance system including cameras, cabling, monitors, and digital video recorders (DVR).

VISTOR: A person, who is not a patron or guest, who is on the premises of a hotel, motel or extended-stay hotel at the invitation of a Patron or Guest, but without the express permission of the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel.

PROVISIONS APPLICABLE TO HOTELS, MOTELS AND EXTENDED-STAY HOTELS:

A. General Requirements:

- (1) No hotel, motel or extended-stay hotel shall be initially constructed or thereafter operated unless in full compliance with each of the provisions of this Article and associated Zoning Ordinance.
- (2) Approval of a hotel, motel or extended-stay hotel shall require the issuance of a special use permit. The Planning Director shall notify the Principal, the Board of Education, every parent-teacher association affected by the requested rezoning and invite all to the public hearing before the Mayor and City Council for the requested Special Use Permit to address any school impact.
- (3) The common areas and unoccupied rooms of any hotel, motel or extended-stay hotel are subject to inspection by the City of Snellville Police Department, City of Snellville Code Enforcement, Gwinnett County Fire Department and/or the Gwinnett County Health Department if there is reasonable cause to suspect that such area or room is being used for criminal activity, housing of last resort, or in violation of this ordinance or condition of zoning.
- (4) A bona fide employee of the hotel, motel, or extended stay hotel, capable of assisting, communicating, and cooperating with the police or other law enforcement officials in maintaining the public health, welfare, and safety is to be present and on-duty in the lobby of the hotel, motel or extended stay hotel twenty-four (24) hours a day.
- (5) Hotels, motels and extended stay hotels operate for the benefit of travelers and transient parties conducting legitimate business in the surrounding vicinity. No hotel, motel or extended-stay hotel may be used as housing of last resort. Except for a bona fide employee of a business when that business is paying for their employee and guests to stay at a hotel, motel or extended-stay hotel, no hotel, motel or extended-stay hotel shall accept payment from a third party for a room charge fee.

B. Responsibilities, Access and Registration Requirements:

- (1) No owner, operator, keeper, proprietor or employee of a hotel, motel, or extended-stay hotel shall provide lodging at an hourly rate.
- (2) For any hotel, motel, or extended stay hotel permitted for construction after April 22, 2019, any public-facing entry points to the premises must require a magnetic or electronic keycard/locking device for access. Public-facing entry points shall be locked between the hours of 9:00 p.m. and 6:00 a.m. and shall be equipped with an alarm or other device that will alert hotel, motel or extended-stay hotel security or other employees that the door has been opened. These requirements are not applicable to entry points that enter directly into a banquet hall, conference room, or other facility utilized for a special event or meeting hosted by a hotel, motel, or extended-stay hotel as long as there is a bona fide employee staffing the banquet hall, conference room, or other facility utilized for the duration of that event.
- (3) An owner, operator, keeper or proprietor of a hotel, motel, or extended-stay hotel may designate no more than three (3) rooms for the purpose of allowing any number of bona-fide employees and their family to reside on the premises.
- (4) Every owner, operator, keeper, proprietor and employee of any hotel, motel, or extended-stay hotel shall immediately report violations of law to the City of Snellville Police Department that were either witnessed or made known to them.
- (5) All information required to be maintained pursuant to this ordinance shall be kept strictly confidential in accordance with state and federal law and shall not be provided to any person except to a local, federal or state law enforcement officer or to any officer empowered to enforce this ordinance or by order of a Court of competent jurisdiction.
- (6) All information required to be maintained pursuant to this ordinance shall be provided to any federal, state or local sworn law enforcement officer having the lawful power to arrest, upon demand of the officer and a representation by said officer that a reasonable suspicion exists that such information is relevant to a then-pending inquiry or investigation. Nothing in this requirement shall be construed as giving any such officer any greater right or license to enter a room or invade privacy

than the officer shall otherwise possess as a matter of law, probable cause, constitutional law, statutory right, or warrant.

- (7) Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel shall keep a record of all rental agreements between the hotel, motel, or extended-stay hotel and all patrons and their guests and make these records available to the City upon request. For the purposes of this section, the term "record" shall mean the hotel, motel, or extended-stay hotel's electronic registration system which stores patron and guest identifying information. In the event the hotel, motel, or extended-stay hotel does not have an electronic registration system, the hotel, motel, or extended-stay hotel shall manually record the patron and their guest's information in a paper record or reservation book.
- (8) The following information, at a minimum, must be recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination:
 - (a) The full name, phone number, and home address of each patron and overnight guest.
 - (b) The room number assigned to each patron and guest;
 - (c) The day, month, year and time of arrival of each patron and guest;
 - (d) The day, month, year each patron and each guest are scheduled to depart;
 - (e) Upon departure, record of departure day, month, and year for each patron and guest;
 - (f) The rate charged and amount collected for rental of the room;
 - (g) The method of payment for each room;
 - (h) The make, model, year, color, license plate number, and license plate state of the patron and guest's vehicle if the vehicle will be parked on the premises; and
 - (i) Documentation used to verify a stay in excess of one hundred and eighty (180) consecutive days as stated in Sec. 22-18(b) of the Hotel, Motel and Extended-Stay ordinance.
- (9) Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel shall require each patron to provide proper identification prior to renting a room when registering in person. Proper identification is defined as a current and valid government issued photo identification card such as a driver's license, military identification card, state identification card, or passport. A record of the provided identification shall be kept on file for the duration of the occupancy and for one hundred eighty (180) days thereafter. Any failure to verify such identification or to knowingly allow an individual to receive lodging services without such verification shall be in violation of this Ordinance.
- (10) No person shall procure or provide lodging in any hotel, motel, or extended-stay hotel, or any services therefrom, through misrepresentation or production of false identification, or identification which misrepresents the identity of the person procuring or sharing in such lodging or service.
- (11) Change of location or name.
 - (a) No applicant shall operate, conduct, manage, engage in, or carry on a hotel, motel, or extended-stay motel/hotel under any name other than his name and the name of the business as specified on the occupation tax certificate.
 - (b) Any application for an extension or expansion of a building or other place of business where a hotel, motel, or extended-stay motel/hotel is located shall require inspection and shall comply with all applicable codes and regulations.

C. Vehicles, Parking, and Vehicle Registration:

- (1) All handicap parking must be in compliance with state and local laws.
- (2) All vehicles must be parked in designated parking spaces. All vehicles must be parked nose-in (backed in parking is not permitted) such that the vehicle's rear license plate is visible. This section does not apply to oversized vehicles or trailers. Every owner, operator, keeper or proprietor of a hotel, motel, and extended-stay hotel must provide patrons and guests who have registered oversized vehicles or trailers a separate designated parking area for their vehicles.
- (3) All vehicles parked on any premises must be in good working order.
- (4) Vehicle maintenance in parking lots is prohibited.
- (5) No outside storage or permanent parking of equipment or vehicles shall be allowed.
- (6) All patrons and guests staying longer than 48 hours, who wish to park a vehicle on the premises, must register said vehicle with the hotel, motel, or extended-stay operator upon initial registration, during any future re-registration, or at any time after registration when they begin parking a vehicle on the premises. Hotel, motel and extended-stay operators must record the vehicle's information in accordance with Sec. 22-19(e)(10) of the Hotel, Motel and Extended-Stay ordinance.
- (7) Every owner, operator, keeper or proprietor of a hotel, motel, and extended-stay hotel must provide patrons and guests registering a vehicle with a standardized placard that must at all times be hung from the vehicle's rear view mirror, placed on the vehicle's front dash, or affixed to the vehicle in a way that can be easily seen from outside the vehicle. At a minimum, the placard will contain the following information: hotel, motel, and extended-stay name, vehicle registration number and state, and date of check-out. Any hotel, motel, or extended hotel with gated and controlled access parking accessible only to registered guests and employees are exempt from this subsection.

D. Room requirements, Equipment and Services:

- (1) Every operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall keep and maintain in each and every rental unit, a telephone equipped to place a direct call to 911.
- (2) No operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall rent or provide a room to a Patron that has guests where the total number of persons staying in the room exceeds the approved number of persons

authorized to sleep in the room. Rooms shall be approved based on the prescribed places to sleep on the beds in the room with a minimum of 75 square feet per person.

- (3) No operator, owner, keeper, or proprietor, patron, visitor or guest of any hotel, motel, or extended-stay hotel shall be allowed to congregate within any room or single rental unit a number of persons which is greater than two (2) times the number of persons for whom sleeping accommodations are provided within the single room or rental unit except when temporarily designated as a hospitality suite by the hotel, motel, or extended-stay hotel.
- (4) Daily housekeeping shall be included within the standard room rate of any hotel, motel, or extended stay hotel. At a minimum, rooms must be cleaned and linens changed before each new guest checks in and no less frequently than once every forty-eight (48) hours. Each hotel, motel, and extended-stay hotel must maintain a log that documents when each room is cleaned. The log must be maintained for one hundred and twenty (120) days. These records must be made available to the City of Snellville or law enforcement upon request.
- (5) All common areas of any hotel, motel or extended-stay hotel shall be cleaned on a daily basis or more often as required by public health codes.
- (6) The utilization of clothes-lines or other clothes-drying equipment or facilities outside of a room that are located on or are visible from the outside of a room are prohibited. Balconies and railings are not to be used for hanging towels, personal items or any other articles of clothing.
- (7) No occupational tax certificate shall be issued for the purpose of conducting business from a guest room of a hotel, motel, or extended-stay hotel, and no home occupation shall be conducted from such room.
- (8) Each new and existing guest room of a hotel, motel, or extended-stay hotel shall be equipped with a hard-wired smoke detector or smoke alarms whose device housing is tamper-resistant and is powered by a non-replaceable, non-removable energy source capable of powering the alarm for a minimum of ten years from the manufacture's date on the device.
- (9) All new hotels, motels and extended stay hotels must have in place Laundry facilities consisting of washer and dryer machines which shall be made available to patrons for a fee. This equipment shall be maintained and in good repair at all times. Laundry supplies (detergent, softener, etc.) may also be made available to patrons for a fee. A minimum of three (3) washers and three (3) dryers shall be provided. For existing hotels, motels and extended-stay hotels, laundry equipment must be installed and in working conditions within 180 days after the effective date of this ordinance.

E. Common Area Requirements and Parking Illumination:

- (1) Exterior doors (other than lobby doors) shall be locked between the hours of 9:00 p.m. and 6:00 a.m. and shall be equipped with an alarm or other device that will alert hotel, motel, or extended-stay hotel security or other employees the door has been opened.
- (2) The open parking area and all areas surrounding any building or proposed building being a hotel, motel, or extended-stay hotel shall be illuminated and have an average maintained foot-candle intensity of at least one (1) foot-candle with a minimum allowable intensity of three-tenths of a foot-candle. The covered parking area of any hotel, motel, or extended-stay hotel shall have an average maintained foot-candle intensity of five-tenths of a foot-candle.
- (3) Any hotel, motel, or extended-stay hotel must provide and maintain security in its parking area. This may include the following: live patrol guard, security fencing that is decorative and consistent with the zoning code, or other security measure approved in writing by the Chief of Police.
- (4) Graffiti and markings or insignia that may indicate the presence or association of a street gang shall be removed within twenty-four (24) hours of discovery or notice.

F. Smoking:

- (1) Smoking is prohibited in all hotel, motel, or extended-stay hotel spaces with the exception of designated smoking rooms or designated smoking areas. Designated smoking rooms shall not comprise more than twenty-five percent (25%) of the total number of rooms available for rent.
- (2) Smoking is prohibited in all areas except in designated smoking areas. Smoking is expressly prohibited in exterior breezeways, stairwells, or within twenty (25) feet of any guest room.

G. Video Surveillance Systems:

- (1) Every owner, operator, keeper or proprietor of any new or existing hotel, motel, or extended-stay hotel is required to install a Video Surveillance System (VSS) within three months of the effective date of ordinance. All hotels, motels, and extended-stay hotels, which have installed a VSS prior to the effective date of this ordinance, shall ensure said systems are in full compliance with this section and request an approval assessment from the Chief of Police within thirty (30) days of the effective date of this ordinance.
- (2) All VSS shall be maintained in proper working order at all times, be kept in continuous operation twenty-four (24) hours a day, seven (7) days a week, and meet the minimum technological standards established in this section. The hotel, motel, or extended-stay hotel shall retain the continuous digital images recorded by this system for no less than twenty-one (21) days.
- (3) All VSS shall have no less than one camera dedicated to each register or check-out stand, entrance/exit, interior hallway and lobby, swimming pool area, exercise facility, loading dock, and parking lots or areas designated for customer and/or

employee parking use. The placement of cameras included in VSS required under this section must be approved by the Chief of Police. The Chief of Police will conduct an assessment of each site required to install a VSS prior to installation of said system, and upon approval will issue an approval notice which will be placed in plain view inside the common area of the hotel, motel, or extended-stay hotel. This approval notice will also inform customers and employees of the presence of the VSS. Existing VSS at any hotel, motel, or extended-stay hotel as of the effective date of this ordinance will be evaluated to ensure full compliance with this section.

- (4) The VSS shall be subject to regular inspection by the Chief of Police, who is authorized to inspect any such system, at reasonable times to determine whether it conforms to this section. If the VSS does not conform, the hotel, motel, or extended-stay hotel, in question, shall take immediate steps to bring the system back into compliance.
- (5) The City of Snellville Police Department will develop and maintain VSS Standards that provide the minimum standards for VSS equipment, installation, and maintenance.

H. Loitering:

- (1) All hotel, motel, or extended-stay hotel operators will advise patrons and guests upon registration, and through posted signage that loitering by visitors is prohibited.
- (2) No Visitor shall loiter in or upon any hotel, motel, or extended-stay hotel parking lot, public parking structure or in or around any building to include breezeways, stairwells or hotel, motel, or extended-stay hotel rooms either on foot or in or upon any conveyance being driven or parked thereon, without the permission of the owner, operator, keeper or proprietor or the hotel, motel, or extended-stay hotel.

PROVISIONS APPLICABLE TO HOTELS AND MOTELS:

- (a) No more than five percent (5%) of a hotel or motel's guest rooms shall have Fixed Cooking Appliances located therein. If more than five percent (5%) of a hotel or motel's guest rooms contain Fixed Cooking Appliances, such hotel or motel is considered an extended-stay hotel and subject to the regulations for extended-stay hotels.
- (b) No hotel or motel may be converted to be and operated as an extended-stay hotel unless in full compliance with each of the provisions for extended-stay hotels.
- (c) No hotel or motel located within the City shall allow any person to occupy such hotel or motel for more than thirty (30) consecutive days, nor more than sixty (60) days during a one hundred eighty (180) day period. No Guest residing for thirty (30) consecutive days shall begin a new rental agreement with the hotel or motel without a two-week (14 day) vacancy between stays.

PROVISIONS APPLICABLE TO EXTENDED-STAY HOTELS:

- (a) Each patron must have a vehicle on-site associated with them which they are authorized to operate unless:
 - (1) there is a written contract or documented agreement between an extended-stay hotel and a business, corporation, firm or governmental agency to house employees on valid work orders and said patron is such an employee; or
 - (2) Where there is documentation, consistent with HIPPA privacy rules, that a hotel Patron or Guest is considered family or is providing care for a patient who is admitted at local hospital; or
 - (3) When an insurance company or federal, state or local agency has provided documentation that a hotel Patron or Guest has been displaced from their home by a natural disaster or fire.
- (b) Each extended-stay hotel room having a fixed cooking appliance shall be required to also include a maximum sixty (60) minute automatic power-off timer for each such unit.
- (c) No Patron or Guestrooms shall have connecting doors between the rooms.
- (d) No extended-stay hotel located within the City shall allow more than ten (10) percent of individual guest rooms to be occupied by any person for more than one hundred and eighty (180) consecutive days unless otherwise permitted in this section. No guest residing for more than one hundred and eighty (180) consecutive days shall begin a new rental agreement with the extended stay hotel without at least a ninety (90) day vacancy between stays. The vacancy required by this requirement shall apply to all extended stay hotels within the City of Snellville, Georgia. Violation of this requirement shall subject the Guest and the Owner to the penalties of this Ordinance.
- (e) Notwithstanding subsection (d) of this section, a stay in excess of one hundred and eighty (180) consecutive days may occur only in the following situations:
 - (1) Where there is a written contract or documented agreement between an extended-stay hotel and a business, corporation, firm or governmental agency to house employees or individuals on valid work orders; or
 - (2) Where there is documentation, consistent with HIPPA privacy rules, that a hotel guest is considered family or is providing care for a patient who is admitted at local hospital; or
 - (3) When an insurance company or federal, state or local agency has provided documentation that a hotel guest has been displaced from their home by a natural disaster or fire.

VIOLATIONS AND PENALTIES:

- (a) Any violation of the provisions of this article shall be punishable under Sec. 1-11 of this code. Any person or entity violating the provisions of this article shall be guilty of a separate offense for each and every day during which any violation of any provision of this article is committed, continued, or permitted by that person and shall be punished accordingly.
- (b) Any person or entity violating the provisions of this article who are patrons, guests or visitors of the hotel, motel or extended stay hotel shall be immediately asked to leave the premises. If said person does not voluntarily leave, Snellville Police should be notified immediately to address such eviction and/or removal.
- (c) The violation of the provisions of this article may be abated as a nuisance.
- (d) The violation of all provisions of this article by any person may be enjoined by instituting appropriate proceedings for injunction in any court of competent jurisdiction. Such actions may be maintained notwithstanding that other adequate remedies of law exist. Such actions may be instituted in the name of The City of Snellville, Georgia.
- (e) If a person is convicted of a violation of this article, the court shall impose a fine in accordance with the following schedule:
 - (1) First conviction in a calendar year: a minimum of \$250;
 - (2) Second conviction in a twelve (12) month period measured from the date of the first conviction: a minimum of \$500;
 - (3) Third conviction in a twelve (12) month period measured from the date of the first conviction: a minimum of \$750; and
 - (4) Fourth conviction in a twelve (12) month period measured from the date of the first conviction: a minimum of \$1,000.

RESPONSIBILITY FOR ENFORCEMENT:

- (a) City employees, including employees or agents of the City of Snellville Police Department, City of Snellville Code Enforcement, Gwinnett County Fire Department, and Gwinnett County Board of Health shall have the responsibility for the enforcement of the Hotel, Motel and Extended-Stay Ordinance.
- (b) Inspections may be performed by sworn officers of the City of Snellville Police Department, City of Snellville Code Enforcement, Gwinnett County Fire Department, Gwinnett County Board of Health, and designated civilian employees for the purpose of verifying compliance with the requirements of this section and state law during the hours in which the premises are open for business.

RIGHT OF ENTRY:

- (a) When there is probable cause to make an inspection to enforce the provisions of this article, or whenever there is reasonable cause to believe that there exists a condition in violation of this code, personnel identified above are authorized to enter the structure or premises, including individual rooms, at reasonable times to inspect or perform the duties imposed by this Code.
- (b) If such structure or premises is occupied, City/County personnel shall present credentials to the occupant and request entry. If entry is refused by occupant, City/County personnel shall have recourse to the remedies provided by law to secure entry. If such structure or premises is unoccupied, City/County personnel shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused by the owner or other person having charge or control of the structure refuses entry, City/County employees shall have recourse to all methods of entry allowed by law, and the owner and responsible party shall be in violation of this article and subject to punishment under Sec. 1-11 of the Snellville Code of Ordinances.

UNLAWFUL OPERATION DECLARED A NUISANCE:

- (a) Any hotel, motel, or extended-stay hotel operated, conducted or maintained contrary to the provisions of this article may be declared to be unlawful and a public nuisance. The City may, in addition, or in lieu of all other remedies, commence actions or proceedings for abatement, removal or injunction thereof, in the manner provided by state law and the Snellville Code of Ordinances.

N/A SITE PLAN REQUIREMENTS

ALL SITE PLANS shall include the following:

- Property lines of all lots
- Adjoining streets w/street names, adjoin alleys
- Professional's signature, date, seal, or registration number
- Scale, north arrow, date, and revision date(s)
- Site Plan Specifications (show all applicable specifications on the site plan in chart form – see attached sheet)
- Proposed lot sizes in square feet and acres
- Vicinity map at a scale of not less than 1" equals 2000 feet
- Existing and proposed roads (dimensioned, including rights-of-ways)
- Easements and utilities
- Watercourses and their names
- Any bridges and culverts
- Present use of any structure
- Existing topography with a maximum of 5-foot contour intervals at a minimum scale of 1" equals 50 feet
- Flood plains, flood hazard districts, and floodways as per FEMA

Include as Applicable:

- Sidewalks (required for all new construction)
- Show tree, landscaped strips, and street furniture (including street lights)
- Footprints (outlines) of existing and proposed buildings, structures, and additions
- Building entrance locations
- Show striping of parking structures, and loading spaces and areas
- Show landscaping of parking lots
- Curb cuts, driveways (indicate one-way or two-way), parking pads, turnarounds
- Bicycle/moped spaces or racks
- Van, shuttle bus, taxicab parking spaces or waiting areas
- Location and dimensions of landscaped buffers and landscaping screens
- Front, side, rear yard setbacks (dimensioned)
- Recreation facilities such as pools, playgrounds, picnic areas, etc.
- Location of dumpsters & garbage cans
- Crosswalk paving and driveway medians and refuge areas
- Zoning classifications – current and proposed
- Square footage of buildings and structures
- Square footage and use of accessory space
- Number of dwelling units
- Height of buildings and structure in feet
- Gross land area
- Total open space or lot coverage
- Number of parking and loading spaces – minimum required and proposed
- Hotels/Motels/Extended Stays: Number of employees; square footage of restaurant/lounge area; square footage of convention areas

SPECIAL USE PERMIT CHECKLIST

The following is a checklist of information required for submission of a Special Use Permit application. The Planning and Development Department reserves the right to reject any incomplete application.

- Application Form with notarized signatures
- Application and Public Notice Fees (make check payable to City of Snellville, Georgia)
- Warranty Deed or Security Deed for each subject parcel
- Property Legal Description for each subject parcel, Composite legal description if more than one parcel.
- As-Built Boundary Survey (current within one-year)
- N/A Site Plan (24" x 36" full size original and one 11" x 17" reduction)
- Floor Plan (24" x 36" full size original and one 11" x 17" reduction)
- Colored Building Elevations (all elevations – may be conceptual or rendering)
- N/A Standards Governing Exercise of Zoning Power (Attachment A)
- Summary of Proposed Project/Letter of Intent
- Verification of Paid Property Taxes
- Applicant Certification with Notarized Signature (Attachment B)
- Property Owner Certification with Notarized Signature (Attachment B)
- Conflict of Interest Certification/Campaign Contributions (Attachment C)
- Provide Ten (10) Colored Copies of Application Original and exhibits
- N/A Provide Ten (10) 11" x 17" Copies of Site Plan
- Provide Ten (10) 11"x17" Copies of Floor Plan
- Provide Ten (10) 8-1/2"x11" Colored Copies of Building Elevations
- Provide CD-ROM or USB Flash Drive containing digital files (in .PDF format) of Complete Application (including all attachments, exhibits, survey, plans, photos, reports, etc.)

Pursuant to Section 15.2(3)(e) of the Snellville Zoning Ordinance, a written, documented analysis of the impact of the proposed Special Use Permit with respect to each of the following matters shall be included. Please respond to the following standards in the space provided or attach additional sheets if necessary. **Simple yes/no answers or re-statement of the questions is not acceptable.**

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties.

Response: Please see answers on following pages.

2. Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property.

Response: Please see answers on following pages.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

Response: Please see answers on following pages.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Response: Please see answers on following pages.

5. Whether the zoning proposal is in conformity with the policy and intent of the Land Use Plan.

Response: Please see answers on following pages.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Response: Please see answers on following pages.

SUP Application
Attachment A Addendum

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties.

The requested SUP will provide a variance from the newly-enacted City of Snellville Ordinance 19-03 (the “New Ordinance”), so as to allow the continued operation of the existing business located at 1784 Presidential Circle (the “Subject Property”). This SUP application is submitted consistent with that Settlement Agreement between the City of Snellville and the owner of the Subject Property, dated December 9, 2019 (a copy of which is attached to this application as **Exhibit A**). Please also see **Exhibit B** attached to this application, being the form of Special Use Permit as prepared by City Attorney of Snellville. The variance substitutes alternative procedures and measures for certain portions of the New Ordinance to address the stated goals and policy objectives of the City of Snellville without burdening the Subject Property, in recognition of the pre-existing structure and operating model of the Subject Property. Adjacent and nearby properties are not anticipated to experience an adverse impact as a result of the variance, in comparison to the existing operation of the Subject Property.

2. Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property.

The provisions of the requested SUP generally provide variances from the New Ordinance. These variances pertain to public safety, constructed facilities, and operational matters addressed by the New Ordinance, with the variances modifying requirements that should have no impact on public safety, while allowing for continued operation of the Subject Property for its current use. Accordingly, the requested SUP will not adversely affect the existing use or usability of adjacent or nearby property.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The New Ordinance, without the variance provided by the requested SUP, would result the current business at the Subject Property being no longer viable from an economic perspective. This result would be viewed as a total taking with respect to the current business. The requested SUP is essential to preserving the ongoing, reasonable economic use of the Subject Property.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The requested SUP simply allows the continuation of the current use of the Subject Property. Other than as associated with typical fluctuations in business, no changes to the level of use of public infrastructure will result from the requested SUP.

5. Whether the zoning proposal is in conformity with the policy and intent of the Land Use Plan.

No change in use of the Subject Property is being requested, and the variances provided by the requested SUP would not pertain to the matters typically covered by a Land Use Plan. No Land Use Plan is being submitted in connection with the requested SUP.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either the approval or disapproval of the zoning proposal.

As previously discussed in detail with the Mayor, City Attorneys, and the City Council, the New Ordinance, if the requested SUP is not granted, would result in the failure of the business currently conducted at the Subject Property. The ownership of the Subject Property is grateful to the Mayor, City Attorneys, and City Council for their work and efforts in facilitating the Settlement Agreement preceding this application for the requested SUP, and the ownership believes that these provisions allow the continued use of the Subject Property in a viable manner without affecting any public-safety goals of the City.

CERTIFICATIONS

APPLICANT'S CERTIFICATION

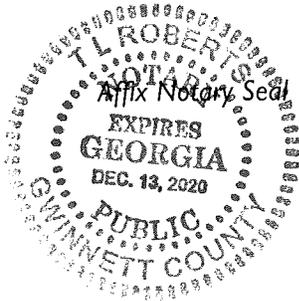
The undersigned below is authorized to make this application for a Special Use Permit and agrees to the requirements for a Special Use Permit per the Hotel, Motel and Extended-Stay Hotel ordinance and has received a copy of said ordinance. The undersigned is aware that no application or re-application affecting the same land shall be acted upon within six (6) months from the date of last action by the Mayor and Council.

I, the undersigned applicant, understand and agree that the Special Use Permit, if approved, shall automatically terminate if the event that this property is sold, transferred or otherwise conveyed to any other party, or the business which operates the special use is sold, transferred, or otherwise conveyed or discontinued.

SCG LH SNELLVILLE, L.P., a Delaware limited partnership
By: SCG LH GP, L.L.C., a Delaware limited liability company, its general partner

By: [Signature] 11/27/2020
Signature of Applicant Date

Jeremy Cloud
Secretary
Type or Print Name and Title



[Signature] 11/27/2020
Signature of Notary Public Date

PROPERTY OWNER'S CERTIFICATION

The undersigned below, or as attached, swear and affirm under penalty of perjury that I am the owner of the real property considered in this application which is the subject matter of the attached application. I authorize access to my property to inspect said property and premises by the staff of the City of Snellville Department of Planning and Development; members of the Planning Commission; and members of the City Council. The undersigned is aware that no application or re-application affecting the same land shall be acted upon within six (6) months from the date of last action by the Mayor and Council.

Check here if there are additional property owners and attach additional "Owner's Certification" sheets.
SCG LH SNELLVILLE, L.P., a Delaware limited partnership

By: SCG LH GP, L.L.C., a Delaware limited liability company, its general partner

By: [Signature] 11/27/2020
Signature of Owner Date

Jeremy Cloud
Secretary
Type or Print Name and Title



[Signature] 11/27/2020
Signature of Notary Public Date

CONFLICT OF INTEREST CERTIFICATIONS FOR SPECIAL USE PERMIT

The undersigned below, making application for a Special Use Permit, has complied with the Official Code of Georgia Section 36-67A-1, et. seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on forms provided.

check here if there are additional property owners and attach additional "Conflict of Interest Certification" sheets.

SCG LH SNELLVILLE, L.P., a Delaware limited partnership

By: SCG LH GP, L.L.C., a Delaware limited liability company, its general partner

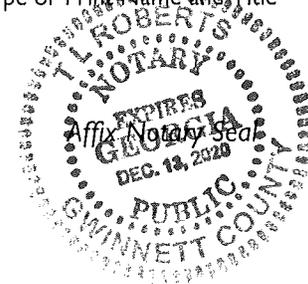
By: [Signature] 1/27/2020
Signature of Applicant Date

Jeremy Cloud
Secretary
Type or Print Name and Title

Signature of Applicant's Attorney or Representative Date

Type or Print Name and Title

[Signature] 1/27/2020
Signature of Notary Public Date



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the last two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to any member of the Mayor and City Council or any member of the Snellville Planning Commission?

SCG LH SNELLVILLE, L.P., a Delaware limited partnership
By: SCG LH GP, L.L.C., a Delaware limited liability company, its general partner

YES NO YOUR NAME: [Signature]

(As Applicant/Property Owner and As Applicant's Attorney or Representative)

If the answer above is YES, please complete the following section:

NAME AND OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (list all which aggregate to \$250 or More)	DATE CONTRIBUTION WAS MADE (Within the last two years)

Check here and attach additional sheets if necessary to disclose or describe all contributions or gifts.

Exhibit A
Settlement Agreement

SETTLEMENT AGREEMENT

97# This Settlement Agreement (hereinafter the "Agreement") is made and entered into this day of December, 2019, by and between:

- (a) City of Snellville, Georgia, itself and on behalf of 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) SCG LH Snellville L.P., a Delaware limited partnership, itself and on behalf of all of its current and former officer, agents, representatives, employees, successors, assigns, heirs, beneficiaries, administrators and estates [collectively "InTown Suites Snellville"];

WITNESSETH:

WHEREAS, InTown Suites Snellville owns the InTown Suites property located at 1784 Presidential Circle, in the city limits of Snellville, Georgia (the "Property"); and

WHEREAS, the City of Snellville has introduced ZOA 19-03, titled "AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND CODE OF THE CITY OF SNELLVILLE, GEORGIA; TO ESTABLISH DEFINITIONS AND REGULATIONS FOR HOTELS, MOTELS AND EXTENDED-STAY HOTELS; TO PROVIDE FOR THE CONTINUED AVAILABILITY OF QUALITY TRANSIENT LODGING WITHIN THE CITY AND PROPER MAINTENANCE OF HOTELS, MOTELS, AND EXTENDED STAY HOTELS; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES" (the "Ordinance"; capitalized terms not defined herein shall have the meaning used within the Ordinance).

WHEREAS, InTown Suites Snellville has placed the City on notice of its multiple objections to the Ordinance, including but not limited to the assertion that the same (a) constitutes a taking under the United States and Georgia Constitutions; (b) violates other provisions of the United States and Georgia Constitutions; (c) violates federal law; and (d) violates Georgia law; and

WHEREAS, the City and InTown Suites Snellville participated in an executive session on Monday, November 25, 2019, following the first reading of the Ordinance, which was waived, and which executive session resulted in an agreement in principle to grant InTown Suites Snellville a special use permit exempting and/or grandfathering InTown Suites Snellville from certain provisions of the Ordinance; and

WHEREAS, the City and InTown Suites Snellville now memorialize the entirety of their agreement, on which InTown Suites Snellville is relying in: (a) not furthering its objections to the Ordinance; (b) not initiating a lawsuit against the City for monetary damages and equitable relief; and (c) staying the fulfillment of its pending requests pursuant to the Georgia Open Records Act, dated November 11, 2019; and

NOW, THEREFORE, the City and InTown Suites Snellville agree as follows:

1. The recitals above shall be considered to be and are hereby incorporated by reference as if fully set forth herein, as a material term to and inducement to enter this Agreement. InTown has relied, and will continue to rely, on the foregoing recitals, without which InTown would not have entered this Agreement and modified its conduct as stated herein.
2. InTown Suites Snellville will initiate an application for a special use permit, in the form attached hereto as Exhibit A (the "Special Use Permit Application"), on or before January 31, 2020.
3. The City agrees to hold the first read, which may be waived, of an ordinance associated with granting the Special Use Permit (the "SUP Ordinance") as soon as legally allowed after the filing of the application. The City agrees to hold the second read of SUP Ordinance, vote upon and pass the SUP Ordinance, and grant the Special Use Permit on or before at the next regular meeting of City Council after the first reading.
4. The City agrees to take no action to enforce any provision of the Ordinance against the Property until the effective date of issuance of a Special Use Permit. From and after the date of this Agreement and until the issuance of a Special Use Permit, InTown Suites Snellville, the Property, and the use of the Property shall not be considered to be non-conforming with respect to the Ordinance.
5. The City acknowledges and agrees that: i) InTown Suites Snellville has exhausted all administrative remedies; ii) InTown Suites Snellville has adequately presented all Constitutional and other objections or defenses to the City; iii) InTown Suites Snellville need not participate in the public hearing and/or comment on the Ordinance to be held on December 9, 2019 to preserve its legal rights, which rights are considered stayed as of November 25, 2019. The City expressly and irrevocably waives all defenses associated with exhausting administrative rights and notice of constitutional rights. Nothing with this Agreement, or any action by InTown Suites Snellville required under or consistent with this Agreement, shall be construed as InTown Suites Snellville's consent to the Ordinance.

6. The parties hereto, to the extent allowed by law, hereby submit to the jurisdiction of the State and Superior Courts of Gwinnett County, Georgia, and or if jurisdiction is appropriate to the United States District Court for the Northern District of 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 hereto expressly waive any and all objections that they may have as to jurisdiction and/or venue in any of such courts.
7. The parties hereto 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.
8. The parties hereto represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement (other than as expressly set forth in this Agreement) made by the other or by any agent, representative or attorney of the parties hereto with regard to the subject matter, basis or effect of this Agreement or otherwise. This Agreement contains the entire agreement between the parties hereto, and the terms hereof are contractual and not mere recitals. The parties hereto further agree that no waiver, modification or amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
9. The parties hereto 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 hereto and upon their heirs, administrators, representatives, executors, successors and assigns. Each individual signing this Agreement on behalf the City or InTown Suites Snellville, as the case may be, represents and warrants that he or she has full authority to do so. The signatories to this Agreement respectively warrant that they are fully authorized to enter into this Agreement on behalf of the City or InTown Suites, as applicable; and that the making, execution and performance of this Agreement have been duly approved by the entities' governing bodies and do not violate any provision of the entity's respective articles of incorporation, charters, by-laws, partnership agreements, or any governing agreement, procedure, or law.
10. 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.
11. The parties hereto 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 hereto set their hands and seals hereunto on the date set forth above.

[Signatures appear on following pages.]

SCG LH Snellville L.P.
a Delaware limited partnership

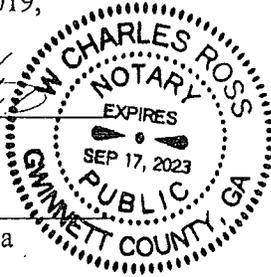
By: [Signature] (SEAL)
Name: Jeremy Cloud
Title: Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
this 9th day of December, 2019,
in the presence of:

[Signature]
Witness

[Signature]
Notary Public, State of Georgia
My Commission Expires:



City of Snellville:

[Signature]
Barbara Bender, Mayor



Signed, sealed and delivered
this 9th day of December, 2019,
in the presence of:

[Signature]
Witness

[Signature]
Notary Public, State of Georgia
My Commission Expires:

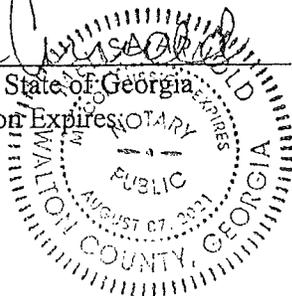


Exhibit B
Form of SUP

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 2.80± ACRE TRACT OF LAND LOCATED AT 1784 PRESIDENTIAL CIRCLE, SNELLVILLE, GEORGIA; TO GRANT A SPECIAL USE PERMIT; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #SUP 20-01

PROPERTY OWNER: SCG LH Snellville L.P.

LOCATION: 1784 Presidential Circle, Snellville, GA
(the "Property")

TAX PARCEL: R5041 187

DEVELOPMENT/PROJECT: Extended Stay Hotel

APPLICANT/CONTACT: **Jeremy Cloud, General Counsel**
SCG LH Snellville, L.P.
980 Hammond Drive, Suite 500
Atlanta, GA 30328
(770) 799-5218
Jeremy.cloud@intownsuites.com

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

WHEREAS, prior to the passage of Ordinance Number ZOA 19-03, InTown Suites operated a Hotel within the City Limits of Snellville which carried on business practices which would now cause it to operate as a non-conforming business; and

WHEREAS, the City of Snellville and Applicant would prefer that InTown Suites operate as a conforming business and thus be subject to Ordinance Number ZOA 19-03 which the City believes is in the best interests of the health, safety, and welfare of the citizens of Snellville, Georgia; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 2.80± acre tract of land located at 1784 Presidential Circle, Snellville, Georgia (Tax Parcel R5041 187) and grant the requested special use permit to operate as legally conforming entity under Ordinance Number ZOA 19-03 (capitalized terms not defined herein shall have the meaning used within the foregoing Ordinance Number); and,

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

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

Section 1. A special use permit is hereby granted for 2.80± acre tract of land located at 1784 Presidential Circle, Snellville, Georgia (Tax Parcel R5041 187), to allow the Applicant (including its successors and assigns) to operate as legally conforming entity under Ordinance Number ZOA 19-03 subject to the following enumerated variances and conditions:

VARIANCE:

- (a) The Applicant is granted a variance from Section 22-13 (d) of the Zoning Code of the City of Snellville, Georgia which requires in the hotel employee attendant in the lobby twenty-four (24) hours a day. As a condition of this variance, Applicant shall provide that a bona fide employee of InTown Suites, capable of assisting, communicating, and

cooperating with the police or other law enforcement officials in maintaining the public health, welfare, and safety shall be present and on-call in the hotel twenty-four (24) hours a day , but is not required to remain in the lobby. The lobby is not required to be open twenty-four (24) hours a day.

- (b) The Applicant is granted a variance from Section. 22-15 (a) removing the requirement that each patron must have a vehicle on-site.
- (c) The Applicant is granted a variance from Section. 22-15 (c) regarding connecting doors between rooms. Although there are eighteen (18) rooms which have a connecting door between them, these doors are not authorized for use by Patrons or Guests and it is understood that these doors must remain locked and may not be utilized to connect two rooms.
- (d) The Applicant is granted a variance from Sec. 22-18 (a) to provide that the Applicant may utilize up to 72 individual guest rooms to be occupied by any person for more than one hundred and eighty (180) consecutive days, provided, however, that any transferee or owner of the Property subsequent to SCG LH Snellville L.P. (or any) bona fide lender party acquiring the Property from SCG LH Snellville L.P. by foreclosure or deed-in-lieu thereof shall:
 - a. be required to meet with the Chief of Police of Snellville, or his/her designee within the Snellville Police Department, for purposes of establishing a reasonable “Incident Reduction Plan” in the event that more than 6 Separate Criminal Incidents (as hereinafter defined) occur within any rolling, 90-day period (the date of the 7th Separate Criminal Incident during such 90-day period being referred to herein as a “Criminal Incident Reference Date”); and
 - b. in the event that, during the 12 month period following a Criminal Incident Reference Date, more than 6 Separate Criminal Incidents occur within any rolling, 90-day period following the Criminal Incident Reference Date, have this variance from Sec. 22-18 (a) subject to review by the Mayor and City Council of Snellville, with all applicable due process protections available as provided by law.

As used herein, the term “Separate Criminal Incident” shall mean an incident resulting in the criminal arrest of one or more Patrons or Guests of the Property for

illegal conduct occurring on the Property (it being understood that multiple charges or crimes occurring concurrently within a given room or involving the same Patrons or Guests shall not be considered to be a separate incident). Separate Criminal Incident shall not apply to a domestic relations calls unless a separate felony occurs during the incident resulting in an arrest.

- (e) The Applicant is granted a variance from Sec. 22-21 (d) to provide that full housekeeping service (cleaning of the rooms, changing linens, etc.) shall only be required every seventy-two (72) hours when Patrons are staying under a daily rate and on a weekly basis for Patrons staying under weekly rates, but that a room-check for safety shall be performed every forty-eight (48) hours in every room if housekeeping service has not been provided during the prior forty-eight (48) hour period. Said room check shall consist of a bona-fide employee of InTown Suites actually entering into said room and verifying that all safety related equipment is present and appears to be in working order, verifying that no criminal activity is being perpetrated in the room and insuring that all trash has been removed. It is further understood that checks shall be performed at random times within regular business hours so as not to create a “schedule” of when such check shall be performed for a particular room.
- (f) The Applicant is granted a variance from Sec. 27 (f) of City Code, Appendix B, Zoning Ordinance, Article IX, Schedule of District Regulations, Section 9.10, BG, General Business District for any room existing on or before December 1, 2019. Applicant may utilize all existing guest rooms and is not required to make any structural alterations to modify the square feet within any guest room.

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

Section 3. The changes in zoning classification is to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and

Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 4. (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 5. It is the intention of the Mayor and Council that InTown Suites be considered, and is hereby deemed to be, a conforming business for the time period between and including the effective date of Ordinance [ZOA 19-03], through and including the effective date of, and, further, the date of adoption of, this Ordinance.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. This Ordinance was adopted on _____, 2020. The effective date of this Ordinance shall be the date of adoption of Ordinance ZOA 19-03.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this ____ day of _____, 2020.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

Evidence of Property Ownership

(Certificate of Title, Warranty Deed, or Security Deed)

DAIO

BK53559 PG0741

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

15 MAY 15 PM 2:00

RICHARD ALEXANDER, CLERK

PREPARED BY:
Kimberly Lucas
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022-4834

~~WHEN RECORDED RETURN TO:~~

Derek V. Roth, Esq
PAUL HASTINGS LLP
515 S. Flower Street, 25th Floor
Los Angeles, CA 90071

PT-81 # 067-2015-010019
GWINNETT CO GEORGIA
REAL ESTATE TRANSFER TAX
\$ 6,120.00
RICHARD T. ALEXANDER, JR. CLERK OF
SUPERIOR COURT

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made as of May 5th, 2015, between LH 2007 PROPERTIES LLC, a Delaware limited liability company having an address of c/o Westmont Hospitality Group, 5847 San Felipe Street, Houston, Texas 77057 ("Grantor"), and SCG LH SNELLVILLE, L.P., a Delaware limited partnership having an address of c/o InTown Suites Management, Inc., 591 W. Putnam Avenue, Greenwich, Connecticut 06830 ("Grantee") (the words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors, and assigns where the context requires or permits)

WITNESSETH, that the said Grantor, for and in consideration of Ten Dollars (\$10.00) to Grantor in hand paid by the said Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby sells and conveys unto the said Grantee, Grantee's heirs and assigns forever that certain tract of land situated and being in Gwinnett County, Georgia (the "Land") more particularly described on Exhibit A attached hereto, together with all covenants, licenses, privileges and benefits belonging to the Land and all easements, rights-of-way, rights of ingress and egress, and other interests of Grantor in, on, to or under any land, highway, street, or road, and all buildings, structures, fixtures and other improvements of every kind located on the Land

To have and to hold all and singular the Land together with all and singular the rights, and appurtenances to the Land belonging or in any wise incident or appertaining unto the Grantee, its successors and assigns, in FEE SIMPLE forever Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by through or under Grantor, but not otherwise.

{remainder of page intentionally left blank}

NY\7059545.3

Georgia, Gwinnett County

This is to certify this is a true and correct copy of W.D. as the same appears of record in Gwinnett County Superior Court.

Given under my official signature and seal of the Court this 15th day of August, 2015

[Signature]
Deputy Clerk Superior Court, Gwinnett County, Georgia

0039719

24

Return To: 9888-J
~~First National~~
First National Financial Title Services, Inc.
3237 Satellite Blvd, Bldg. 300, Stn. 450
Duluth, GA 30098
878-475-2557

BK53559 PG0742

IN WITNESS WHEREOF, the undersigned has caused this Limited Warranty Deed to be executed by its duly authorized officer on the date first written above

Signed, sealed and delivered
in the presence of:

GRANTOR:

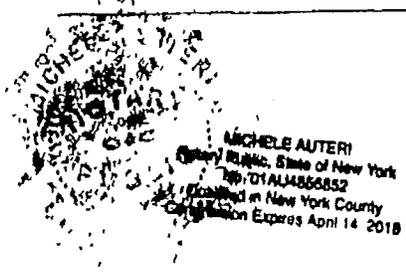
LH 2007 PROPERTIES LLC, a Delaware limited
liability company

Christina Gulgreen
Unofficial Witness

Michael J. [Signature]
Notary Public

By: *[Signature]*
Name: Richard Asee
Title: Authorized Signatory

My Commission Expires.



BK53559 PG0743

EXHIBIT A

LEGAL DESCRIPTION

PARCEL: I

All that tract or parcel of land lying and being in land Lots 40 & 41 of the 5TH District, City of Snellville, Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a point on the land lot line dividing land Lots 40 and 41 located South 60 degrees 41 minutes 51 seconds West a distance of 291.90 feet from the land lot corner common to land Lots 40, 41, 56 and 57 of the 5TH district of Gwinnett County, Georgia; thence from said point of beginning as thus established, South 14 degrees 49 minutes 44 seconds West a distance of 62.78 feet to a re-bar set; thence South 59 degrees 49 minutes 44 seconds West a distance of 41.02 feet to a re-bar set; thence North 30 degrees 10 minutes 16 seconds West a distance of 63.67 feet to a re-bar set, thence north 75 degrees 09 minutes 26 seconds West a distance of 44.06 feet to a re-bar set; thence South 84 degrees 22 minutes 09 seconds West distance of 198.16 feet to a re-bar set, thence South 75 degrees 44 minutes 08 seconds west a distance of 154.39 feet to a re-bar set; thence south 38 degrees 13 minutes 43 seconds West a distance of 36.30 feet to a re-bar set on the Easterly right of way of Clyde Williams Parkway (variable right of way), thence along said right of way North 16 degrees 40 minutes 42 seconds West a distance of 67.49 feet to a re-bar set; thence South 79 degrees 09 minutes 48 seconds East a distance of 24.34 feet to a re-bar set, thence North 75 degrees 44 minutes 08 seconds East a distance of 177.04 feet to a re-bar set; thence North 16 degrees 03 minutes 54 seconds West a distance of 134.81 feet to a re-bar set, thence North 75 degrees 09 minutes 26 seconds West a distance of 144.99 feet to a re-bar set on the Easterly right of way of Clyde Williams Parkway, thence along said right of way, North 26 degrees 19 minutes 18 seconds East a distance of 153.79 feet to a 1/2 inch re-bar found; thence leaving said right of way, South 75 degrees 09 minutes 26 seconds East a distance of 492.92 feet to a point, thence South 14 degrees 49 minutes 44 seconds West a distance of 187.22 feet to a point being the place or point of beginning.

Together with any and all rights of John Hardy Jones and Madison Ventures, LTD., to tap into and connect to all sanitary sewer lines and storm water drainage and sewer lines which cross the above-described property

TOGETHER WITH RIGHTS ARISING UNDER THE FOLLOWING PARCEL II:

Joint Driveway Easement Agreement and Access Easement by and among John Hardy Jones, Madison Ventures, Ltd. and KBL Investments, LLC, dated September 5, 1997, filed for record September 12, 1997 at 4:20 p m., recorded in Deed Book 14732, page 162, aforesaid records; re-filed for record November 18, 1997 at 8.00 a m , re-recorded in Deed Book 15051, page 167, aforesaid records, records of Gwinnett County, Georgia.

Crestwood Suites of Snellville
Snellville, Gwinnett County, GA

BK53559 PG0744

PARCEL III

Easement from John Hardy Jones to SNL Properties, Inc , dated September 11, 1987, filed for record September 14, 1987 at 4:45 p.m., recorded in Deed Book 4538, page 6, records of Gwinnett County, Georgia, as amended by Amendment of Easement by and among John Hardy Jones, Pinehurst Land Associates, L.P and Fair Lanes Snellville Bowling, Inc f/k/a SNL Properties, Inc., dated August 23, 1993, filed for record August 25, 1993 at 3.20 p.m., recorded in Deed Book 9230, page 74, aforesaid records, as further amended by Second Amendment of Easement by and among John Hardy Jones, Pinehurst Land Associates, L.P. and Fair Lanes Snellville Bowling, Inc. f/k/a SNL Properties, Inc., dated February 17, 1994, filed for record May 6, 1994 at 8:00 a m , recorded in Deed Book 10280, page 212, records of Gwinnett county, Georgia.

PARCEL IV

Joint Driveway Easement Agreement and Restrictive Covenants dated November 22, 1993, filed for record November 23, 1993 at 2:34 p m., recorded in Deed Book 9637, Page 48, Records of Gwinnett County, Georgia.

PARCEL V

Easement Agreement between Asghar H. Agha and Kaneez Agha, and Sun Suites of Snellville SPE LLC, dated April 20, 2006, filed for record April 25, 2006 at 12.42 p.m , recorded in Deed Book 46423, Page 533.

Crestwood Suites of Snellville
Snellville, Gwinnett County, GA

Property Legal Description

LEGAL DESCRIPTION

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PARCEL V:

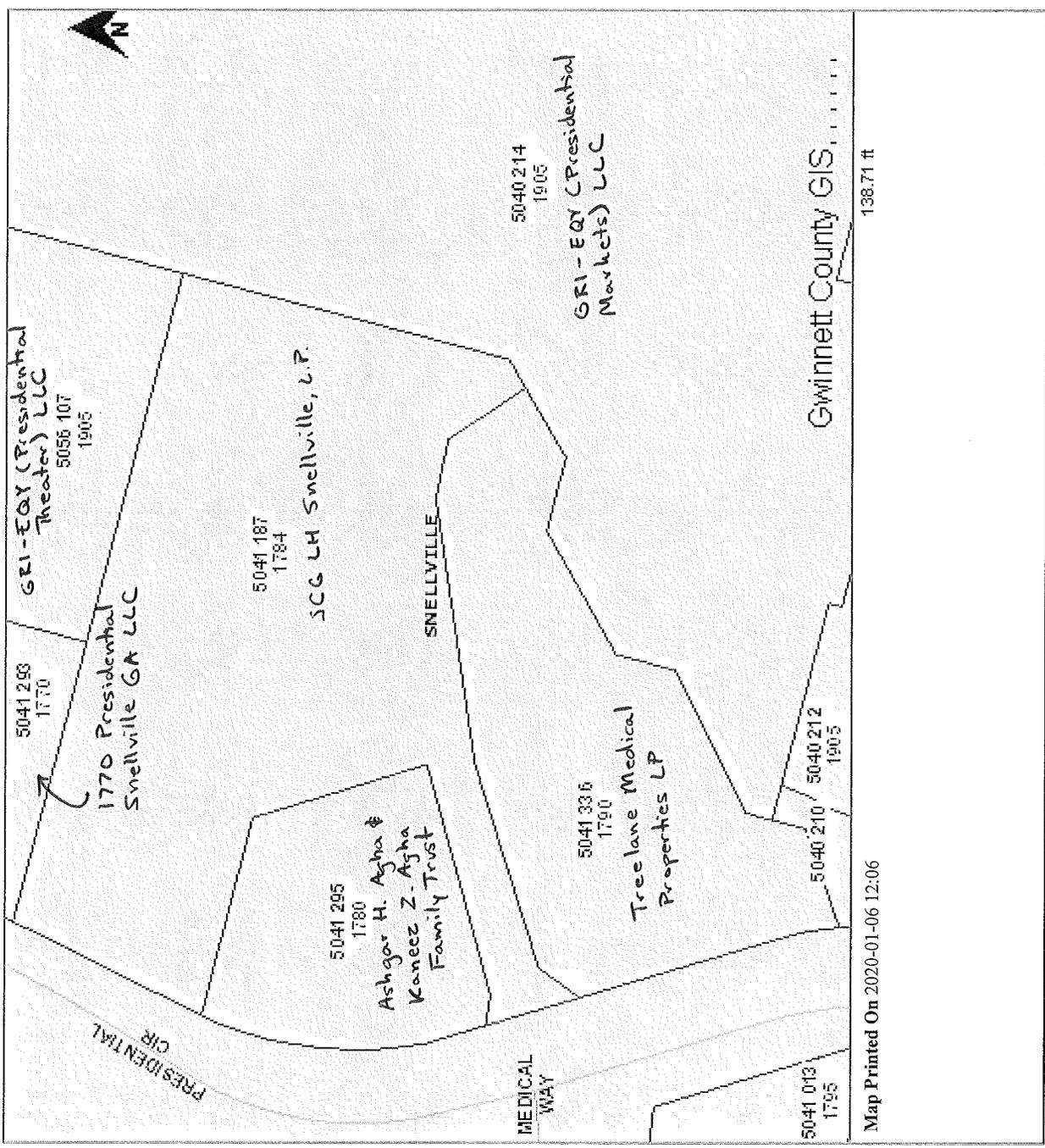
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Map Indicated the Subject Property and the Adjacent Properties

(Identified by owner name and tax parcel)

LEGEND

OnPoint/GC_Roads	Street Centerlines	Freeway
ROADCLASS	Highway	Ramp
Collector Distributor	Primary Arterial	Major Collector
Major Arterial	Minor Arterial	Minor Collector
Residential	Private	



Gwinnett County GIS

Map Printed On 2020-01-06 12:06

Verification of Paid Property Taxes



Chat

ACCOUNT DETAIL

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

Tax Account

Mailing Address:

SCG LH SNELLVILLE L P
980 HAMMOND DR STE 1400
ATLANTA , GA 30328-8144

[Change Mailing Address](#)

SITUS:

1784 PRESIDENTIAL CIR

Tax District:

SNELLVILLE

Parcel ID

R5041 187

Property Type

Real Property

Last Update

1/7/2020 5:18:45 PM

Legal Description

CLYDE WILLIAMS BLVD

Tax Bills

Note: Four years of tax information is available online. Email tax@gwinnettcounty.com to request other years.

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Due Date	Amount Due
2019	\$56,903.17	\$56,903.17	\$0.00	\$0.00	10/15/2019	\$0.00
Total						\$0.00

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Due Date	Amount Due
2018	\$57,125.47	\$57,125.47	\$0.00	\$0.00	10/15/2018	\$0.00
2017	\$57,556.51	\$57,556.51	\$0.00	\$0.00	10/15/2017	\$0.00
2016	\$57,061.52	\$57,061.52	\$0.00	\$0.00	10/15/2016	\$0.00
Total						\$0.00

Chat

Print Tax Bill

Click to view and print your Aug 2019 tax bill.

* This bill is good through Oct 15, 2019 only.

Pay Now

No payment due for this account.

Schedule Payments

Schedule Future Payments



View or edit your Scheduled Payments **here**





Chat

ACCOUNT DETAIL

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

Tax Account

Mailing Address:

SCG LH SNELLVILLE LP
980 HAMMOND DR STE 1400
ATLANTA , GA 30328-8144

[Change Mailing Address](#)

SITUS:

1784 PRESIDENTIAL CIR

Tax District:

SNELLVILLE

Parcel ID

B201614148

Property Type

Personal Property

Last Update

1/7/2020 5:21:32 PM

Legal Description

BUSINESS INVENTORY/EQUIPMENT

Tax Bills

Note: Four years of tax information is available online. Email tax@gwinnettcountry.com to request other years.

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Due Date	Amount Due
2019	\$3,192.63	\$3,192.63	\$0.00	\$0.00	10/15/2019	\$0.00
Total						\$0.00

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Due Date	Amount Due
2018	\$4,244.38	\$4,244.38	\$0.00	\$0.00	6/1/2019	\$0.00
2017	\$3,846.55	\$3,846.55	\$0.00	\$0.00	6/1/2019	\$0.00
2016	\$2,239.95	\$2,239.95	\$0.00	\$0.00	6/1/2019	\$0.00
Total						\$0.00

Chat

Print Tax Bill

Click to view and print your Aug 2019 tax bill.

* This bill is good through Oct 15, 2019 only.

Pay Now

No payment due for this account.

Schedule Payments

Schedule Future Payments

.....
View or edit your Scheduled Payments **here**

