

**CONDITIONS ONLY RECOMMENDATIONS**

<p align="center"><b>8-24-2021</b> <b>Planning Department</b> <b>Recommended Conditions</b></p>	<p align="center"><b>9-28-2021</b> <b>Planning Commission</b> <b>Recommended Conditions</b></p>	<p align="center"><b>11-1-2021</b> <b>Applicant</b> <b>Requested Amended Conditions</b></p>	<p align="center"><b>11-8-2021</b> <b>Planning Department</b> <b>Recommended Conditions</b></p>
<p>1. The property shall be developed in accordance with the conceptual zoning site plan entitled "Scenic Pointe Commercial Retail", sealed and dated 6-1-2021 (stamped received 7-13-2021), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the conceptual rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval, after receiving recommendations by the Planning Department and Planning Commission.</p>	<p>1. The property shall be developed in accordance with the conceptual zoning site plan entitled "Scenic Pointe Commercial Retail", sealed and dated 6-1-2021 (stamped received 7-13-2021), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the conceptual rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval, after receiving recommendations by the Planning Department and Planning Commission.</p>	<p>1. <i>The property shall be developed in general accordance with the conceptual zoning site plan entitled "Scenic Pointe Commercial Retail", sealed and dated October 29, 2021 (submitted to the Mayor and City Council on November 8, 2021), with modifications permitted to meet conditions of zoning or State, County, City regulations, and end user/tenant specifications in the lot configurations. Substantial variation from the conceptual rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval, after receiving recommendations by the Planning Department and Planning Commission.</i></p>	<p>1. The property shall be developed in general accordance with the conceptual zoning site plan entitled "Scenic Pointe Commercial Retail", sealed and dated 10-29-2021 (stamped received 11-1-2021), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the conceptual rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval, after receiving recommendations by the Planning Department and Planning Commission.</p>
<p>2. A mandatory master association shall be formed for the property and shall have maintenance and architectural design regulations for the master-planned development which shall control items as construction materials, landscaping, common property maintenance, monuments, and such other usual and necessary covenants and restrictions to protect the quality and integrity of the master-planned development.</p>	<p>2. A mandatory master association shall be formed for the property and shall have maintenance and architectural design regulations for the master-planned development which shall control items as construction materials, landscaping, common property maintenance, monuments, and such other usual and necessary covenants and restrictions to protect the quality and integrity of the master-planned development.</p>	<p>2. <i>A mandatory master association shall be formed for the property and shall have maintenance and architectural design regulations for the master-planned development which shall control items as construction materials, landscaping, common property maintenance, monuments, and such other usual and necessary covenants and restrictions to protect the quality and integrity of the master-planned development.</i></p>	<p>2. A mandatory master association shall be formed for the property and shall have maintenance and architectural design regulations for the master-planned development which shall control items as construction materials, landscaping, common property maintenance, monuments, and such other usual and necessary covenants and restrictions to protect the quality and integrity of the master-planned development.</p>
<p>3. There shall be a mandatory master protective covenants for the property that will include all phases of the development; and concurrent therewith, a master association shall be formed which will include all component parts of the proposed master-planned development. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, private drives, sidewalks, parking lot and pedestrian lighting, and tress and landscaping.</p>	<p>3. There shall be a mandatory master protective covenants for the property that will include all phases of the development; and concurrent therewith, a master association shall be formed which will include all component parts of the proposed master-planned development. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, private drives, sidewalks, parking lot and pedestrian lighting, and tress and landscaping.</p>	<p>3. <i>There shall be a mandatory master protective covenants for the property that will include all phases of the development; and concurrent therewith, a master association shall be formed which will include all component parts of the proposed master-planned development. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, private drives, sidewalks, parking lot and pedestrian lighting, and tress and landscaping.</i></p>	<p>3. There shall be a mandatory master protective covenants for the property that will include all phases of the development; and concurrent therewith, a master association shall be formed which will include all component parts of the proposed master-planned development. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, private drives, sidewalks, parking lot and pedestrian lighting, and tress and landscaping.</p>
<p>4. An inter-parcel access stub which connects to the adjoining Sam's Club property to the south (Parcel 5073 003) shall be provided as shown on the submitted site plan. Said connection and improvements shall be completed by the developer and/or Master Association and/or property owner once the adjoining property owner agrees to a shared access easement agreement.</p>	<p>4. An inter-parcel access stub which connects to the adjoining Sam's Club property to the south (Parcel 5073 003) shall be provided as shown on the submitted site plan. Said connection and improvements shall be completed by the developer and/or Master Association and/or property owner once the adjoining property owner agrees to a shared access easement agreement.</p>	<p>4. <i>The Applicant shall attempt to obtain an easement to allow an inter-parcel access stub which connects to the adjoining Sam's Club property to the south (Parcel 5073 003). If such an easement is obtained, said connection and improvements shall be completed by the developer and/or Master Association and/or property owner once the adjoining property owner agrees to a shared access easement agreement. If the access easement cannot be obtained from the owner of the Sam's Club property, then the development may proceed with the access shown on the zoning site plan.</i></p>	<p>4. An inter-parcel access stub which connects to the adjoining Sam's Club property to the south (Parcel 5073 003) shall be provided as shown on the submitted site plan. Said connection and improvements shall be completed by the developer and/or Master Association and/or property owner once the adjoining property owner agrees to a shared access easement agreement.</p>
<p>5. The developer shall grant, at no cost, to the City of Snellville, a permanent public access easement for the 0.25± acre (10,896 sq. ft.) real property adjacent to and located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan. Prior to the release of the first Certificate of Occupancy, developer to be responsible for implementing and completing the proposed improvements as depicted on the pocket park conceptual plan attached hereto as Exhibit "B" and the recording of the easement.</p>	<p>5. The developer shall grant, at no cost, to the City of Snellville, a permanent public access easement for the 0.25± acre (10,896 sq. ft.) real property adjacent to and located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan. Prior to the release of the first Certificate of Occupancy, developer to be responsible for implementing and completing the proposed improvements as depicted on the pocket park conceptual plan attached hereto as Exhibit "B" and the recording of the easement.</p>	<p>5. <i>The developer shall grant, at no cost, to the City of Snellville, fee simple title the 0.25± acre (10,896 sq. ft.) of real property adjacent to and located to the North of Lot 1 and identified as 'Prop. Park'. on the zoning site plan, subject to an easement retained by the Applicant or mandatory master association for the maintenance of underground detention beneath the 0.25± acre area. Prior to the release of the first C.O, developer to be responsible for implementing and completing the proposed improvements as depicted on the pocket park conceptual plan attached hereto as Exhibit "B" and the recording of</i></p>	<p>5. The developer shall grant, at no cost, to the City of Snellville, a permanent public access easement for the 0.25± acre (10,896 sq. ft.) real property adjacent to and located to the North of Lot 1 and identified as 'Prop. Park'. on the zoning site plan. Prior to the release of the first Certificate of Occupancy, developer to be responsible for implementing and completing the proposed improvements as depicted on the pocket park conceptual plan attached hereto as Exhibit "B" and the recording of the easement.</p>

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<b>8-24-2021</b> <b>Planning Department</b> <b>Recommended Conditions</b>	<b>9-28-2021</b> <b>Planning Commission</b> <b>Recommended Conditions</b>	<b>11-1-2021</b> <b>Applicant</b> <b>Requested Conditions</b>	<b>11-8-2021</b> <b>Planning Department</b> <b>Recommended Conditions</b>
<p>6. The developer shall construct, at no cost to the City of Snellville, the 'Welcome to Snellville' gateway sign (conceptual sign drawing attached as Exhibit "C") located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan, and as shown on the pocket park conceptual plan attached hereto as Exhibit "B". Prior to sign construction, the final sign design shall be approved by the Mayor and Council.</p>	<p>6. The developer shall construct, at no cost to the City of Snellville, the 'Welcome to Snellville' gateway sign (conceptual sign drawing attached as Exhibit "C") located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan, and as shown on the pocket park conceptual plan attached hereto as Exhibit "B". Prior to sign construction, the final sign design shall be approved by the Mayor and Council.</p>	<p>6. <i>The developer shall construct, at no cost to the City of Snellville, the 'Welcome to Snellville' gateway sign (conceptual sign drawing attached as Exhibit "C") located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan, and as shown on the pocket park conceptual plan attached hereto as Exhibit "B". Any substantial deviation from the drawing attached as Exhibit "C" shall be approved by the Mayor and Council.</i></p>	<p>6. The developer shall construct, at no cost to the City of Snellville, the 'Welcome to Snellville' gateway sign (conceptual sign drawing attached as Exhibit "C") located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan, and as shown on the pocket park conceptual plan attached hereto as Exhibit "B". Prior to sign construction, the final sign design. Any substantial deviation from the drawing attached as Exhibit "C" shall be approved by the Mayor and Council.</p>
<p>7. The developer shall grant, at no cost, to the City of Snellville, a permanent access and maintenance easement for the 'Welcome to Snellville' sign located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan, as depicted on the pocket park conceptual plan attached hereto as Exhibit "B" and the recording of the easement.</p>	<p>7. The developer shall grant, at no cost, to the City of Snellville, a permanent access and maintenance easement for the 'Welcome to Snellville' sign located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan, as depicted on the pocket park conceptual plan attached hereto as Exhibit "B" and the recording of the easement.</p>	<p>7. <i>The developer shall grant, at no cost, to the City of Snellville, fee simple title to the area for the 'Welcome to Snellville' sign located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan, as depicted on the pocket park conceptual plan attached hereto as Exhibit "B" and the recording of the easement.</i></p>	<p>7. The developer shall grant, at no cost, to the City of Snellville, a permanent access and maintenance easement for the 'Welcome to Snellville' sign located to the North of Lot 1 and identified as 'Prop. Park' on the zoning site plan, as depicted on the pocket park conceptual plan attached hereto as Exhibit "B" and the recording of the easement.</p>
<p>8. Except for the two North Road access drives as shown on the submitted site plan, there shall be a twenty (20) foot undisturbed buffer (approximately 1,169 feet in length) along the eastern property line where adjacent to the North Road right-of-way.</p>	<p>8. Except for the two North Road access drives as shown on the submitted site plan, there shall be a twenty (20) foot undisturbed buffer (approximately 1,169 feet in length) along the eastern property line where adjacent to the North Road right-of-way.</p>	<p>8. <i>Except for the two North Road access drives, building locations and parking locations, there shall be a twenty (20) foot replanted buffer (approximately 1,169 feet in length) as shown on the Landscaping Plan submitted to the Mayor and City Council on November 8, 2021 along the eastern property line where adjacent to the North Road right-of-way.</i></p>	<p>8. Except for the two North Road access drives as shown on the submitted site plan, there shall be a ten (10) foot undisturbed buffer adjacent to the right-of-way of North Road and an additional twenty (20) foot replanted buffer (approximately 1,169 feet in length) along the eastern property line where adjacent to the North Road right-of-way.</p>
<p>9. In areas where the existing undisturbed buffer is sparsely vegetated, the developer shall be required to install and maintain any supplemental plantings within the ten (10) foot landscape strip where adjacent to the undisturbed buffer along North Road as determined by the Director of Planning and Development.</p>	<p>9. In areas where the existing undisturbed buffer is sparsely vegetated, the developer shall be required to install and maintain any supplemental plantings within the ten (10) foot landscape strip where adjacent to the undisturbed buffer along North Road as determined by the Director of Planning and Development.</p>	<p>9. None</p>	<p>9. Applicant's request for a variance for plant material is approved to allow evergreens to be included in the replanted buffer along North Road. In areas where the existing ten (10) foot undisturbed buffer is sparsely vegetated, the developer shall be required to install and maintain supplemental plantings as determined by the Director of Planning and Development.</p>
<p>10. The approved zoning conditions and variances shall be referenced on any plat, including subdivision plat provided to any buyer or lessee.</p>	<p>10. The approved zoning conditions and variances shall be referenced on any plat, including subdivision plat provided to any buyer or lessee.</p>	<p>10. <i>The approved zoning conditions and variances shall be referenced on any plat, including subdivision plat provided to any buyer or lessee.</i></p>	<p>10. The approved zoning conditions and variances shall be referenced on any plat, including subdivision plat provided to any buyer or lessee.</p>
<p>11. Uses involving adult entertainment, including the sale or display of adult magazines, books, videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited.</p>	<p>11. Uses involving adult entertainment, including the sale or display of adult magazines, books, videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited.</p>	<p>11. <i>Uses involving adult entertainment, including the sale or display of adult magazines, books, videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited.</i></p>	<p>11. Uses involving adult entertainment, including the sale or display of adult magazines, books, videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited.</p>
<p>12. Signs higher than 15 feet or larger than 225 square feet are prohibited.</p>	<p>12. Signs higher than 15 feet or larger than 225 square feet are prohibited.</p>	<p>12. <i>Signs higher than 15 feet or larger than 225 square feet are prohibited.</i></p>	<p>12. Signs higher than 15 feet or larger than 225 square feet are prohibited.</p>
	<p>13. Twenty-four (24) hour restaurant use is prohibited.</p>	<p>13. None</p>	<p>13. None</p>
		<p>14. <i>Applicant's request for a variance for plant material is approved to allow evergreens to be included in the replanted buffer along North Road.</i></p>	<p>14. None (see Condition #9)</p>
			<p>15. The development shall abide by all applicable standards of the Snellville Unified Development Ordinance, unless otherwise specified in these conditions or through approval of a variance by the Zoning Board of Appeals.</p>

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			16. With the exception of traffic control signage and the 'Welcome to Snellville' sign, all ground and monument signage shall be prohibited where adjacent to North Road.