



City of Holly Springs

Date: Monday, March 6, 2023

Location: 3235 Holly Springs Parkway

City Council Work Session Agenda 7:00 p.m.

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. NEW BUSINESS

- A. Discuss the Georgia Office of Highway Safety (GOHS) Grant Application
Presented By: Sergeant Mike Adams

- B. Town Center Project Update
Presented By: Charles Heiser, Stonecrest Homes

- C. Discuss A-02-2023 and MA-02-2023, annexation and rezoning of 0.96 +/- acres located off of Hickory Road, Cherokee County, GA, tax parcel 524A of tax plat 15N20 from RM-10, Multi-Family Residential, and R-20, Single Family Residential, (County), to NC, Neighborhood Commercial (City)
Presented By: Nancy Moon, Community Development Director

- D. Discuss a Deed of Conservation Easement and Trail Easement Agreement between Pebblewood Grove Homeowners Association, Inc. and the City of Holly Springs, Georgia
Presented By: Nancy Moon, Community Development Director

- E. Discuss the performance bond release for Avery Creek – Mail Kiosk
Presented By: Nancy Moon, Community Development Director

- F. Discuss a Proposal No. ME-23-154-R1 from Maxis Engineering
Presented By: Karen Norred, City Clerk/Human Resources Director
- G. Discuss a quote for appraisal services for the Holly Springs Parkway Widening Project Ph. 3 from BM&K, PC
Presented By: Karen Norred, City Clerk/Human Resources Director
- H. Discuss an amendment to Resolution 03-2023 establishing a moratorium on the acceptance of any new applications related to rezoning, development or construction in the Interstate 575 and Sixes Road Interchange Area
Presented By: Robert M. Dyer, City Attorney

City Council Special Called Meeting
Agenda
Immediately following the Work Session

I. CALL TO ORDER

II. NEW BUSINESS

1. Approve/deny Proposal No. ME-23-154-R1 from Maxis Engineering to complete a Phase 1 Environmental Site Assessment for properties located on Stringer Road, 15N26-017, 15N26-017A, 15N26-017C, in an amount not to exceed \$2,700 and authorize and ratify the signature of the City Manager
2. Approve/deny an amendment to Resolution 03-2023 establishing a moratorium on the acceptance of any new applications related to rezoning, development or construction in the Interstate 575 and Sixes Road Interchange Area

III. ADJOURNMENT

EXECUTIVE SESSION

- Litigation
- Real Estate

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Application Project Information

Project Title: TEN - Appalachian Trail

Project Summary:

The Appalachian Traffic Enforcement Network (ATTEN) will coordinate enforcement and education of law enforcement within the network region to maximize the highway safety benefit.

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
General Additional Information

Check here if you are a non-profit organization

Are funds being sought from other sources? * ☐ Yes ☒ No

Does your jurisdiction receive any other federal funds from other sources? * ☒ Yes ☐ No

If so, how much? \$828,475.00

When is your Audit Period? From: 1/1/2023 To: 12/31/2023

SAM UEI UMKGM8M4NPF6

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Problem Identification

The problem identification should clearly present the "Who, What, When, Where, and Why" of the traffic-related issues that are distressing the community and causing crashes, injuries and fatalities. The statement should provide a concise description for the defined geographic area or jurisdiction. Include consecutive years of the most recent local and statewide data, as well as local demographic information.

(Charts, graphs and percentages are effective ways of displaying the data. Chart and graph documents can be uploaded as attachments on the next page).

According to preliminary data, Georgia experienced 1,818 traffic fatalities on public roadways in 2021. The number of roadway fatalities increased by 9% (net 154 count increase) compared to the previous year. During the early months of 2020, Georgia initiated a statewide response to the COVID-19 public health emergency. As traveling patterns are returning to pre-pandemic norms, as shown by the statewide vehicle miles traveled, drivers and other roadway users are engaging in riskier behaviors, including speeding, driving under the influence of alcohol, and not using seat belts.

GOHS recognizes the need to address specific causes of motor vehicle fatalities across the following traffic safety performance measures: unrestrained fatalities, alcohol-related fatalities, pedestrian fatalities, speed-related fatalities, motorcyclist fatalities, and bicyclist fatalities

State Data-

- **Unrestrained Fatalities:** The number of unrestrained passenger fatalities increased by 18 percent from 465 unrestrained fatalities in 2020 to 549 in 2021. Despite Georgia's high observed seat belt use (94.9 percent in 2021), 45 percent of passenger vehicle occupants who were fatally injured in traffic crashes were unrestrained (549 out of 1,213) in 2021. In 2020, 43 percent of passenger vehicle occupants who were fatally injured in traffic crashes were unrestrained (465 out of 1,072).
- **Alcohol-Related Fatalities:** Alcohol test results are imputed values; therefore, 2021 FARS and state preliminary data or estimates were unavailable at the time of reporting. In 2020, there were 402 fatalities in motor vehicle traffic crashes involving drivers with BACs of .08 g/dL or higher. These alcohol-impaired driving fatalities accounted for 24 percent of all motor vehicle traffic fatalities in Georgia in 2020. Fatalities in alcohol-impaired-driving crashes increased by 13 percent (353 to 402 fatalities) from 2019 to 2020. The Georgia counties with the highest alcohol-related fatalities in 2020 were: Fulton (42), Dekalb (22), Gwinnett (18), Clayton (17), and Cobb (16).
- **Speed-Related Fatalities:** The number of speed-related fatalities increased by 46 percent, from 380 in 2020 to 422 in 2021. The proportion of speed-related fatalities increased from 17 percent in 2019 to 23 percent in 2021. Georgia counties with the highest number of speed-related fatalities in 2020 are Fulton (40), Dekalb (33), Clayton (17), and Richmond (17).
- **Pedestrian Fatalities:** In 2021, there were 318 pedestrians fatally injured in the state of Georgia – 17 percent of all traffic fatalities were pedestrians. The 318 pedestrian fatalities in 2021 is a 17 percent increase from the 279 pedestrian fatalities in 2020. The Georgia counties with the highest number of pedestrian fatalities in 2020 are Dekalb (53), Fulton (44), Clayton (20), Bibb (14), Chatham (14), and Gwinnett (14).
- **Motorcyclist Fatalities:** In 2021, there were 182 motorcyclists fatally injured in Georgia motor vehicle traffic

Traffic Enforcement Networks 2024
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Problem Identification

crashes – a decrease of 5 percent from the 192 motorcyclists fatally injured in 2020. The number of un-helmeted motorcyclist fatalities increased by two in 2021 compared to 2020. The Georgia counties with the highest number of motorcyclist fatalities in 2020 are Dekalb (16), Cobb (14), Fulton (11), and Clayton (9).

- **Bicyclist Fatalities:** In 2021, there were 16 bicyclists fatally injured in the state of Georgia – a 50% reduction compared to 2020. The count of bicyclist fatalities decreased from 32 in 2020 to 16 in 2021. The Georgia counties with the highest number of bicyclist fatalities in 2020 are Bartow (2) and Lowndes (2).

Although these crash statistics paint a tragic picture, there are ways to reduce the risk of crashes, injuries, and fatalities. Strong law enforcement, effective highway safety legislation, improved road designs, public education and information, and community support, are among the proven means of reducing crashes, injuries, and fatalities.

The Traffic Enforcement Networks (TEN) serve as a systematic means to address these traffic safety performance measures and implement police traffic services statewide. Each network is comprised of multiple counties that have various highway safety problems (i.e. occupant safety, impaired driving, speeding, etc.). In addition to the highway safety problems, each Network has multiple law enforcement agencies and their traffic safety conducted issues cross-jurisdictional lines. Agency participation and reporting are issues that need to be improved to effectively address and evaluate current highway safety programs. The intent of the Traffic Enforcement Network (TEN) is to coordinate the enforcement and education efforts of law enforcement strategies and mobilizations by agencies to maximize the highway safety benefit.

Regional Data-

The Appalachian Trail Traffic Enforcement Network (ATTEN) serves an 8 county region (see attached map) including Cherokee, Dawson, Fannin, Gilmer, Lumpkin, Pickens, Towns, and Union. The region is located on north Georgia and has a population of 379,874. It is comprised of 11 police departments, 8 sheriff's offices, and 1 college. Interstate 575 runs through part of the region connecting Atlanta with the northern part of the region. US 19 runs through the region from Atlanta to North Carolina. It is a major travel route to Georgia mountain resort areas. Agencies within the Traffic Enforcement Network Region have experienced the following within the past 5 years:

Year	Total Crashes (GEARS)	Total Injuries (GEARS)	Total Fatalities (FARS)	Alcohol Related Fatalities (FARS)	Speed Related Fatalities (FARS)
2017	12,697	3,951	82	9	12
2018	13,808	3,913	55	14	11
2019	13,988	3,906	41	11	8
2020	12,721	3,502	64	21	9
2021	10,740	2,159			
5 Yr Avg	12,791	3,486	52	14	10

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Problem Identification

Document Title: Network Map

Attachment:

https://georgia.intelligrants.com/_Upload/95530_1110490-2019TENandLELRegionMaps.pdf

Document Title: Crash Data

Attachment:

https://georgia.intelligrants.com/_Upload/170394_1118040_2-FFY2021TENCrashData.xlsx

Document Title: TEN Crash History

Attachment:

https://georgia.intelligrants.com/_Upload/170394_1118040_3-TenCrashHistory2022.xlsx

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Program Assessment

Program Assessment helps determine the resources a community currently has in place to address the problem. Include a review of current activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to more effectively address the problem. Identify local laws, policies, groups, and organizations that support or inhibit the success of the project.

The Governor's Office of Highway Safety (GOHS) created sixteen (16) Regional Traffic Enforcement Networks that encompass Georgia's 159 counties. The networks are made up of both local and state traffic enforcement officers and prosecutors from each region of the state. The activities and programs of each network are coordinated by a coordinator and along with an assistant. Both coordinators are full time law enforcement officers volunteering their time and efforts to highway safety. The dedicated support from these officers, their law enforcement agency and department heads are unsurpassed.

The Appalachian Trail Traffic Enforcement Network provided services in an eight (8) county region. The network consists of eleven (11) police departments, eight (8) sheriff's department and one (1) college/university. The reporting average for FY2022 was 28%, down from FY2021 (37%). The network held eight (8) meetings and conducted three (3) road-checks with an average attendance of twenty-three (23) officers at the meeting. Training topics included Child restraint procedures, DUI Case Law, search & seizure, and distracted driving. It should be noted that COvid-19 pandemic continued to play a part in participation in FY2022. Two of our scheduled meetings, training, and enforcement events had to be cancelled out of an abundance of caution and safety of attendees.

In FY22 we saw traveling patterns returning to pre-pandemic norms, as shown by the statewide vehicle miles traveled, drivers and other roadway users are engaging in riskier behaviors, including speeding, driving under the influence of alcohol, and not using seat belts. While most network meetings were able to be held, there were still those that were cancelled out of an abundance of caution and safety of attendees. We anticipate the number of meetings held to increase and get back to normal this year.

The network held monthly meeting providing information, training and network opportunities to the attending officers. Prosecutors, judges and non-traditional traffic enforcement agencies such as Georgia Department of Natural Resources, Department of Corrections and Military Police attended the meeting and provided valuable assistance during traffic enforcement training and other initiatives.

One of the network's major accomplishments was the mobilization and participation of officers during traffic enforcement initiatives such as Drive Sober or Get Pulled Over, Operation Southern Slow Down, CIOT, and 100 Days of Summer HEAT. The Traffic Enforcement Network is and continues to serve as a valuable tool for Georgia law enforcement communities.

In an effort to communicate legislative updates, court decisions and other pertinent information to traffic enforcement officers statewide, GOHS in partnership with Emory University established an email list serv in which all participating law enforcement agencies receive updated traffic enforcement related information in a timely manner. The list serv provided information relating to legal updates, training opportunities, traffic policies along with other important information. More than 840 traffic officers and prosecutors subscribed to the Georgia Traffic Enforcement Network (GATEN) list serv.

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Program Assessment

In FY24, the Network will continue to hold monthly meetings and strengthen its efforts to increase agency participation and agency reporting. In addition, the Network Coordinator/Assistant Coordinator will track and report monthly the number of officers receiving training within their network.

The coordinator and assistant coordinator will work with agencies within the Network to ensure a minimum of 6 (six) Regional enforcement efforts (impaired roadchecks, speed details, distracted driving/seatbelt details) are held in the network region within the grant period. It is preferable that these be held in conjunction with GOHS highway safety campaigns (see objective 2)

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Program Assessment Chart

For Law Enforcement Agencies only

Please provide the current level of enforcement activity for the entire department for the three (3) previous calendar years (January 1 through December 31). If data is not available for a particular activity/year combination, enter 0.

Activity	Calendar Year		
	2020	2021	2022
DUI Arrests	49	113	88
Speeding (all cases)	1711	1760	1126
Safety Belt Violations	110	77	88
All Other Traffic Violations	3941	7311	4308
Traffic Crashes	374	398	529
Check Point Conducted	2	4	3

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Media Plan

Describe your plans for announcing the award of this grant to your community through media outlets available to you. Include specific media sources. Discuss how you plan to keep the public informed of grant activities throughout the entire project period.

Agency Administrator will announce this grant when awarded to all local media outlets within the network region in the form of an official press release. The Agency Administrator will coordinate press releases and media events prior to all National and Local campaigns such as Click It or Ticket, Operation Zero Tolerance, and 100 Days of Summer Heat. All of these press releases will be reported to the Governor's Office of Highway Safety when required by reporting procedures.

Agency Administrator will insure the Public Information Officer (PIO) submits all approved media releases to the following media outlets;

- Cherokee Ledger-News printed news
- Whistle Stop city magazine published monthly
- Facebook social media
- WSB-TV 2 News

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Objectives: 001

If this goal incorporates a best practice, please check here: **If not, this application may not be approved.**

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective:

The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetings are held in the Network region within the grant period.

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Objectives: 002

If this goal incorporates a best practice, please check here: **If not, this application may not be approved.**

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective:

The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Summer HEAT. The coordinator and assistant coordinator will encourage a 24/7 safety belt and impaired driving enforcement concept to the agencies within the Network each month during the grant period.

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Objectives: 003

If this goal incorporates a best practice, please check here: **If not, this application may not be approved.**

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective:

The network coordinator and/or assistant coordinator will ensure that a minimum of 6 (six) Regional enforcement efforts (impaired roadchecks, speed details, distracted driving/seatbelt details) are held in the network region within the grant period. It is preferable that these be held in conjunction with GOHS highway safety campaigns (see objective 2)

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Objectives: 004

If this goal incorporates a best practice, please check here: **If not, this application may not be approved.**

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective:

The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will also attend GOHS meetings and conferences as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Objectives: 005

If this goal incorporates a best practice, please check here: **If not, this application may not be approved.**

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective:

The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Objectives: 006

If this goal incorporates a best practice, please check here: **If not, this application may not be approved.**

Proposed programs must be data driven and should be based on proven countermeasures. For guidance on best practices visit <http://www.gahighwaysafety.org/grants/best-practices/>

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective:

The grantee agrees to submit a Governor's Challenge application and attend the awards banquet/training.

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Activities Evaluations: 001

6.1 GOHS Goal: Enhance Police Traffic S...The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetin

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetings are held in the Network region within the grant period.

Activity: The coordinator and/or assistant coordinator will schedule a minimum of 10 network meetings during the grant period. The coordinator and/or assistant coordinator will stay in constant contact with network law enforcement, judges, and prosecutors to promote the Traffic Enforcement Network concept. An announcement will be placed on the GATEN listserve in a timely manner to announce the monthly meeting.

Evaluation: The coordinator or assistant coordinator will attach meeting agenda and sign-in sheet to the monthly report in eGOHS Plus.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	1	0	1	1	1	1	1	1	1	1	1	10

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Activities Evaluations: 002

6.1 GOHS Goal: Enhance Police Traffic S...The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Su

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Network will participate in 8 GOHS highway safety campaigns, including CIOT, DSOGPO, OZT, and Summer HEAT. The coordinator and assistant coordinator will encourage a 24/7 safety belt and impaired driving enforcement concept to the agencies within the Network each month during the grant period.

Activity: The Network will participate in 8 GOHS/NHTSA highway safety campaigns including CIOT, Drive Sober or Get Pulled Over, CIOT Border to Border, Operation Southern Shield, and 100 Days of Summer HEAT during the grant period.

Evaluation: Participation in GOHS/NHTSA campaigns will be documented in the eGOHS monthly programmatic reports.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	1	0	1	0	0	0	1	1	2	0	2	8

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Activities Evaluations: 003

6.1 GOHS Goal: Enhance Police Traffic S...The network coordinator and/or assistant coordinator will ensure that a minimum of 6 (six) Regional

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The network coordinator and/or assistant coordinator will ensure that a minimum of 6 (six) Regional enforcement efforts (impaired roadchecks, speed details, distracted driving/seatbelt details) are held in the network region within the grant period. It is preferable that these be held in conjunction with GOHS highway safety campaigns (see objective 2)

Activity: The coordinator and assistant coordinator will work with agencies within the Network to ensure a minimum of 6 (six) Regional enforcement efforts (impaired roadchecks, speed details, distracted driving/seatbelt details) are held in the network region within the grant period. It is preferable that these be held in conjunction with GOHS highway safety campaigns (see objective 2)

Evaluation: The coordinator or assistant coordinator will attach documentation of regional efforts , as well as use of the BAT trailer by other agencies. The report will include number of agencies participating, officers present, location and times of regional effort, and enforcement data.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	1	1	0	0	1	0	1	0	1	0	1	6

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Activities Evaluations: 004

6.1 GOHS Goal: Enhance Police Traffic S...The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by N

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will also attend GOHS meetings and conferences as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Activity: The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will also attend GOHS meetings and conferences as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Evaluation: The coordinator and assistant coordinator will attach documentation of attendance at all LEL meetings as well as coordinator meetings in the monthly report.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	0	0	0	1	0	0	0	0	0	1	0	2

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Activities Evaluations: 005

6.1 GOHS Goal: Enhance Police Traffic S...The Coordinator and Assistant Coordinator will document monthly activity hours for work required to

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Activity: The Coordinator and Assistant Coordinator will document monthly activity hours for work required to performed the executed grant project agreement.

Evaluation: Monthly activity hours for work required to performed the executed grant project agreement will be documented in the monthly ATTEN Progress Report.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
1	1	1	1	1	1	1	1	1	1	1	1	12

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Project Activities Evaluations: 006

6.1 GOHS Goal: Enhance Police Traffic S...

The grantee agrees to submit a Governor's Challenge application and attend the awards banquet/trai

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The grantee agrees to submit a Governor's Challenge application and attend the awards banquet/training.

Activity: The network coordinator and/or assistant coordinator will submit a Governor's Challenge application. The grantee will also attend the awards banquet and training.

Evaluation: The GOHS LES Director will provide a list of all participants attending the Governor's Challenge .

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOT
0	1	0	0	0	0	0	1	0	0	0	0	2

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Resource Requirements

Use this section to provide a detailed justification of all budget items. All resources should support the completion of the activities and objectives needed to accomplish the overall grant goal.

1. What personnel are needed? Hours they will they work? Include job descriptions.
2. What are the types and quantity of needed equipment?
3. How will equipment be used and by whom?
4. Describe the training required by personnel.
5. Are all resources necessary in order to achieve the grant goals/objectives?

With the award of this grant, network funds will be used to implement ATTEEN programs and activities. Grant funds will be utilized as detailed below:

Enforcement/Activity Hours: \$14,160.96

Funds will be utilized to reimburse the agency for the time spent performing activities of the coordinator and assistant coordinator. The agency will be reimbursed for up to 18 hours (straight time) each for the coordinator and assistant coordinator of eligible activity required to perform the executed grant project agreement. The reimbursement for hours of activity would include compensation for time spent on the activities of the grant.

Regular Operating: \$8,00.00

Funds will be used for trailer maintenance and network meeting expenses. Network meeting expenses may typically include room rentals, food, catering and other miscellaneous meeting expenses.

Travel: \$5,000

Funds will be utilized to facilitate travel for the coordinator/assistant coordinator to GOHS required meetings and conferences. (i.e. Regional LEL Conference, Hands Across the Borders, network meetings/training, agencies site visitations along with other highway safety conferences. Funds will also be utilized while providing traffic safety education to other network agencies around the state.

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Self-Sufficiency

Continuation Plan

Federal Funding guidelines require that each funded project indicate how the activities of the project will be continued after federal funds are no longer provided. The continuation plan must identify potential sources of non-federal funds.

The Traffic Enforcement network (TEN) program will continue throughout the State of Georgia to allow law enforcement officers and agencies the opportunity to network with others in their region and across the state .

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Enforcement/Activity Hours

Resource	Pay Rate	Total Hours	Funds Needed
1	\$34.31	216	\$7,410.96
2	\$31.25	216	\$6,750.00
Total		432	\$14,160.96

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Regular Operating Expenses

Description	Unit Price	Quantity	Total Costs
Meeting Room Expenses	\$700.00	10	\$7,000.00
BAT Trailer Maintenance	\$500.00	1	\$500.00
Plaques, Awards, Certificates	\$50.00	10	\$500.00
Total			\$8,000.00

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Travel

Description	Unit Price	Quantity	Total Costs
Network Travel	\$5,000.00	1	\$5,000.00
Total			\$5,000.00

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Cost Category Summary

COST CATEGORY	TOTAL	AWARD AMT.
1. Personnel Services (salaries & fringes)	\$0	\$0
2. Enforcement/Activity Hours	\$14,160.96	\$14,160.96
3. Regular Operating Expenses	\$8,000.00	\$8,000.00
4. Travel	\$5,000.00	\$5,000.00
5. Equipment Purchases	\$0	\$0
6. Contractual Services	\$0	\$0
7. Per Diem and Fees	\$0	\$0
8. Computer Charges and Computer Equipment	\$0	\$0
9. Telecommunication	\$0	\$0
10. Motor Vehicle Purchase	\$0	\$0
11. Rent Real Estates		\$0
12. Total	\$27,160.96	\$27,160.96
MATCHING FUNDS		
Local Cash Match (You must enter at least a 0 before saving to force the page to calculate the category totals).	0%	\$0
Federal Participation (percentage of total in Item 12)	100.00%	\$27,160.96

Traffic Enforcement Networks 2024
Organization: Holly Springs Police Department
TEN-2024-Holly Spri-00007-C
Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed"**.

Agency Administrator *

Name:	Mr. Michael Adams	Title:	Sergeant
Agency:	Holly Springs Police Department	Address:	3235 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5537	Email Address:	deptadams@gmail.com
Fax Number:			
Signature:	_____	Date:	12/23/2022

Agency Staff *

Name:	Mr. Robert Logan	Title:	City Manager
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	rlogan@hollyspringsga.us
Fax Number:	(770) 345-0209		
Signature:	_____	Date:	1/1/2023
FEI Number:	58-1051551		

Authorized Official *

Name:	Mr. Steven Miller	Title:	Mayor
Agency:	Holly Springs Police Department	Address:	3237 Holly Springs Parkway Holly Springs, GA, 30142
Phone Number:	(770) 345-5536	Email Address:	smiller@hollyspringsga.us
Fax Number:	(770) 345-0209		
Signature:	_____	Date:	12/23/2022

*** NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: A-02-2023, applicant requests annexation of 0.96 +/- acres located off of Hickory Road, Cherokee County, GA, tax parcel 524A of tax plat 15N20

MA-02-2023, applicant requests rezoning of 0.96 +/- acres located off of Hickory Road Holly Springs, GA, tax parcel 524A of tax plat 15N20, from RM-10, Multi-Family Residential, and R-20, Single Family Residential, (County), to NC, Neighborhood Commercial (City)

DATE: March 1, 2023

PLANNING COMMISSION MEETING DATE: March 6, 2023

STAFF ANALYSIS

Applicants, William R. Reed and Sengthong Chanchevalap, have requested annexation of 0.96 +/- acres located on Hickory Road, specifically tax parcel 15N20 524A. In addition, the applicant has requested rezoning of this parcel from RM-10, Multi-Family Residential, and R-20, Single Family Residential (County), to NC, Neighborhood Commercial (City).

The applicants have proposed to create a self-defense training center at this location. The main floor of the existing structure will be utilized for reception, office, and storage areas with the basement being converted to the main training area. The current plan is to begin classes on Tuesday and Thursday evenings and Saturday mornings.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	R-40 GV	NORTH:	SFR JB Owens Park
SOUTH:	R-60 (County) AG (County)	SOUTH:	SFR
EAST:	GV NC	EAST:	JB Owens Park SFR
WEST:	AG (County) R-40	WEST:	SFR SFR

B. Zoning Proposal Review Standards; Study Required for Amendment

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

Adjacent properties are primarily residential; however, nearby properties include public parks, childcare centers, churches, and schools. The proposed zoning and use is that of neighborhood commercial designed to coexist within close proximity to residential neighborhoods.

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

The development of the property for the proposed use would not negatively impact the existing uses of adjacent and nearby property.

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

The property is zoned a mixture of RM-10 and R-20 in the County, and the property could be developed with the uses associated with those zoning districts. The property is insufficient in size to allow for much development in the portion of the property zoned for multi-family. It is currently developed as single-family use.

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, public safety, or schools?

The development of this property for the proposed use will not cause an excessive or burdensome use of existing facilities. The structure is existing and the use will not generate an excessive amount of traffic.

5. Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

This property is planned for development within the Suburban Neighborhood character area. This character area corresponds with conventional suburban subdivisions with approximately 1/3 acre to 1-acre lots that have curvilinear streets. Houses are set back from the road, and lots are spacious. Streets are built to a relatively wide standard when compared with traditional neighborhoods. Connectivity is not necessarily provided, although an objective of this character area is to provide for pedestrian activity and connections among subdivisions to provide more of a true “neighborhood” feel, as opposed to each tract being developed without consideration of connecting to abutting properties.

Another key objective for this character area is the provision of connected open spaces that are permanently protected. With such protected open space, it is possible

for this character area to preserve a more rural, open-space feel if conservation lands are set aside and scenic view analyses are incorporated into development plans. Acceptable uses include single-family residences, stick-built (excluding manufactured homes), along with supportive civic, institutional, and recreational uses. These areas are served by public water supply but not necessarily sanitary sewer service.

Application: Existing and new single-family residential neighborhoods.

Primary Future Land Uses: Single-family detached residential

Zoning Districts: R-40, R-30, R-20, PD-R, TND

While this is not a residential use, it will utilize an existing residential structure. In addition, it is adjacent to a civic park and will provide additional services for residents in the area.

6. Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

This zoning proposal is in conformity with the policies and intent of the Comprehensive Plan. Furthermore, the proposal is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Commercial-Less Intense Uses.** Encourage the expansion of neighborhood commercial and office/institutional development containing compatible and complimentary uses that do not detract from the city's established residential areas. (8.1, #2).
- b) **Traditional Neighborhood Development.** Promote traditional neighborhood and mixed-use developments in appropriate areas, which could include commercial, multi-family, and single-family sections within the same project area. (8.1, #4)
- c) **Community Health.** Ensure that all community residents, regardless of age, ability, or income, have access to critical goods and services, safe and clean neighborhoods, and good work opportunities. This may be achieved by providing services to support the basic needs of disadvantaged residents, including the disabled; instituting programs to improve public safety; promoting programs that foster better health and fitness; or otherwise providing all residents the opportunity to improve their circumstances in life and to fully participate in the community. (Quality Community Objective, #10) (8.1, #7)
- d) **Annexation.** Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (8.1, #9)

- e) **Small Businesses. Promote the development of small businesses in the City. (8.3, #9)**
 - f) **Commercial Expansion. Through land use and annexation policies increase opportunities for all commercial uses, including but not limited to: general commercial, office/institutional, neighborhood commercial, and industrial. (8.3, #15)**
7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

The development of the property will be held to the environmental development standards for all local, state, and federal requirements.

8. 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?

Property located on the east side of J.B. Owens Park is also zoned NC, Neighborhood Commercial. The proposed use will provide a service-oriented business to a population that is already in an established residential area.

C. Summary

The proposed request seeks to develop a self-defense training center in an area which largely consists of single-family residences and a large park providing recreational opportunities. In addition, in the surrounding area, other types of businesses, as well as daycare centers and a church, are in operation and provide needed neighborhood commercial services.

D. Cherokee County Board of Commissioners

This case was on the agenda of the January 24, 2023 meeting of the Cherokee County Board of Commissioners. At this meeting, the Board did not voice any objections to the land use; however, they had concerns about the buffer required adjacent to the AG property. They requested the following be considered, if approved by the City:

- 1) *It is recommended that the site plan follow County buffer requirements against the abutting AG property, which includes a 35-foot buffer with the proper screening requirements.*

The City has the same 35-foot buffer requirement for an NC-zoned property adjacent to an AG-zoned property. This would be required on the west side of the property; however, the applicant has requested a vegetative or wooden fence in lieu of the required buffer. The actual 35' buffer line is inside of the house. Enforcement of the 35' buffer would also eliminate the circular drive and part of the planned parking, as

well as, require a two-way drive for traffic circulation. A 30' buffer is shown in the rear, as required by the ordinance for property adjacent to R-40 zoning.

- 2) *As residential is the primary land use envisioned for this area, consider a condition to the rezoning to limit GC to only the applicant's use.*

Stipulations may be added to limit the uses.

E. Planning Commission Recommendation

The Planning Commission conducted a public hearing on February 9, 2023. No public comments were made at the hearing. The Planning Commission voted to **APPROVE** (4-0) the **Annexation** and **APPROVE WITH STIPULATIONS** (4-0) the **Rezoning** requests.

F. Staff Recommendation

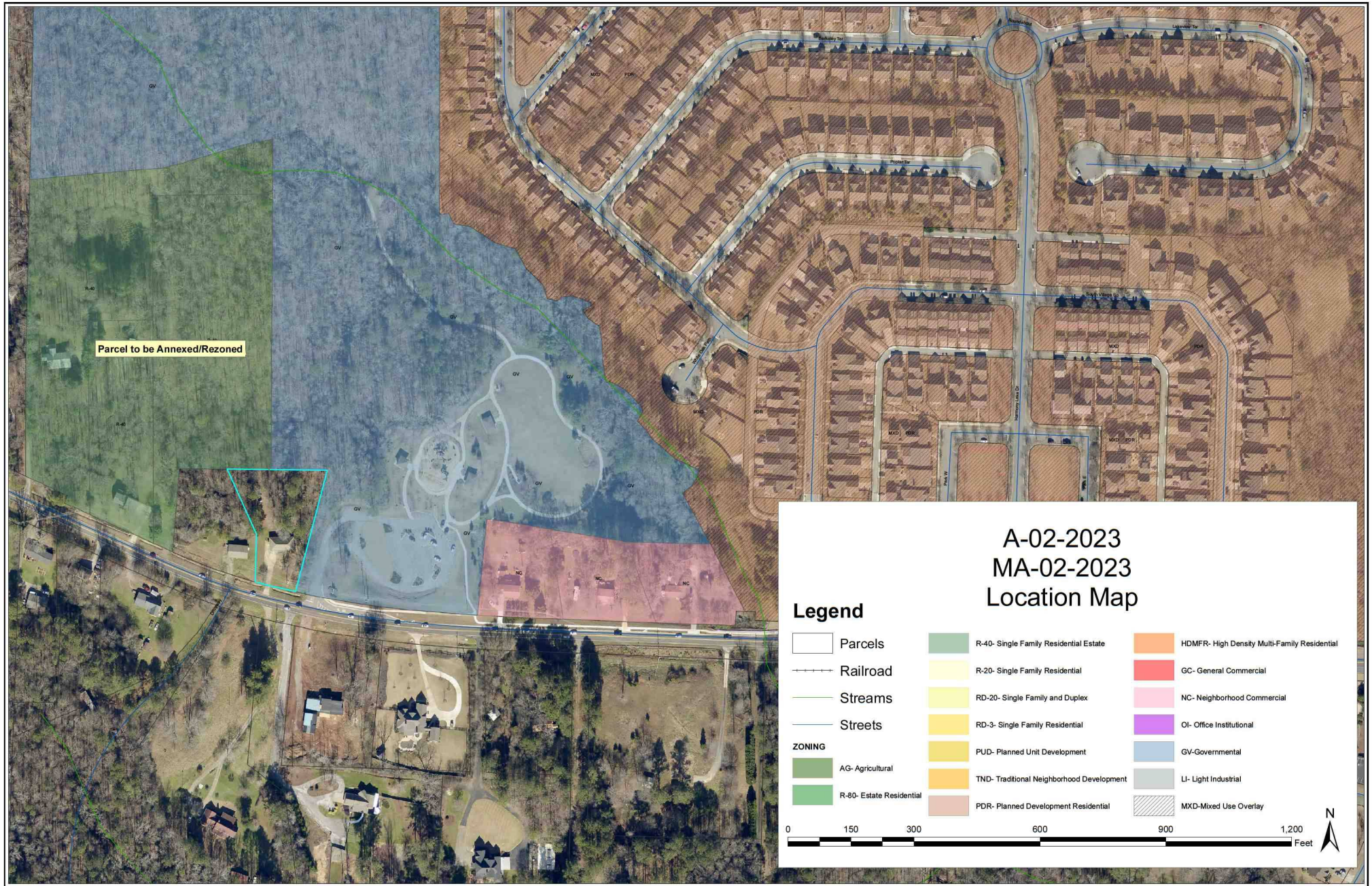
Staff recommends **APPROVAL** to **ANNEX** the property consisting of 0.96+/- acres.

Staff recommends **APPROVAL** to **REZONE** the property to **NC, Neighborhood Commercial** with the following stipulations.

1. Lighting shall be environmentally sensitive, with developer making every effort to ensure that lighting is as unobtrusive as possible, utilizing fully-shielded LED lamps in compliance with the International Dark Sky Association, or equivalent organization.
2. In addition to the zoning requirements of the NC zoning districts, all development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
3. A wooden fence shall be permitted to provide screening on the west side of the property in lieu of a 35' vegetative buffer.
4. The following uses shall be prohibited on this site:
 - a. Athletic Club, Facilities
 - b. Café/Restaurant/Supper Club with Drive-thru Services
 - c. Carpet or Rug Sales Shop
 - d. Grocery/General Merchandise
 - e. Hardware Store
 - f. Laundering Establishments
 - g. Mobile Food Vendor
 - h. Office Supply Store
 - i. Pet Grooming or Daycare (overnight pet boarding and outdoor storage of pets prohibited)
 - j. Photography Shop and Studio
 - k. Radio/TV Sales and Repairs
 - l. Recreation Parks

- m. Small Appliance Repair
- n. Tobacco or Cigar Shop
- o. Veterinary Clinic (overnight pet boarding and outdoor storage of pets prohibited)
- p. Any use listed as a conditional use

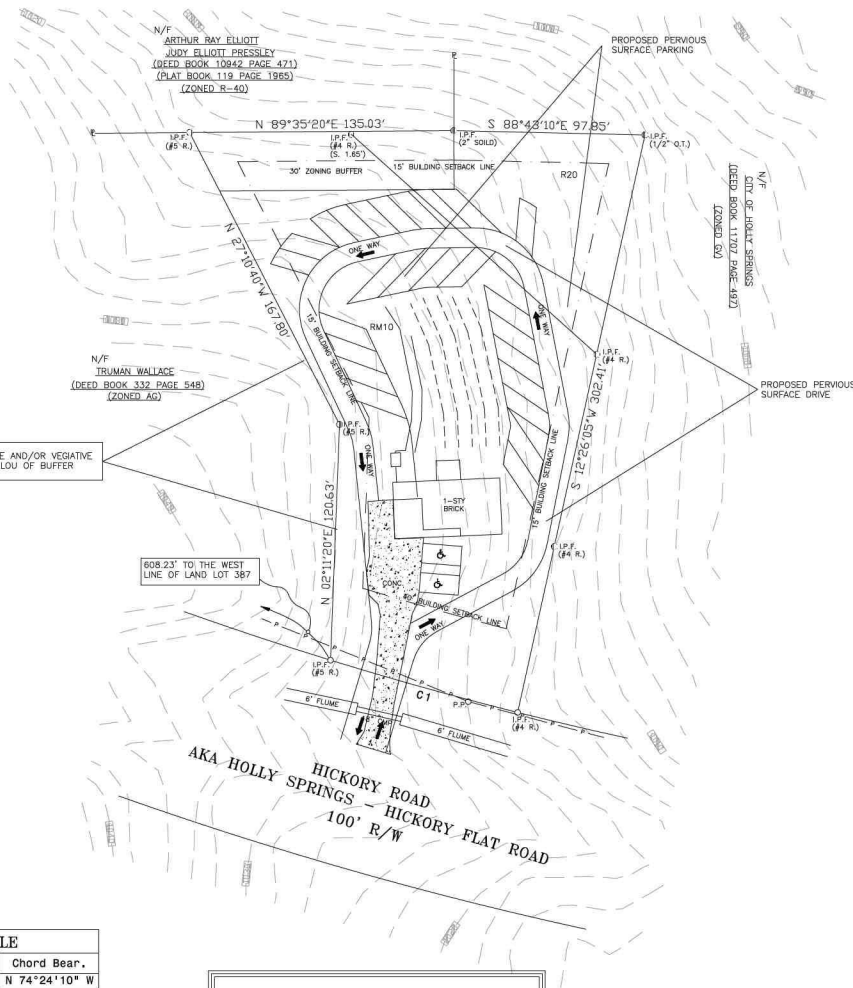
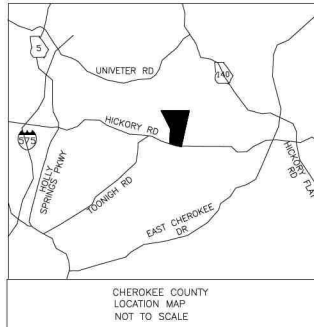
*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision. The Holly Springs City Council makes the final decision on all rezoning applications at their regularly scheduled meeting. Any site plan submitted as a part of this application is not considered approved and must go through the normal civil site plan review by the City of Holly Springs Community Development Department to ensure compliance with City regulations.*



FIELD BOOK 124, PAGE 51, FILE 80153.

LEGEND:

- 1) I.P.S. - IRON PIN SET (#4 R.)
- 2) I.P.F. - IRON PIN FOUND
- 3) L.L.L. - LAND LOT LINE
- 4) R/W - RIGHT OF WAY
- 5) E - PROPERTY LINE
- 6) C - CENTER LINE
- 7) R - REINFORCING BAR
- 8) P.P. - POWER &(OR) PHONE POLE
- 9) N/F - NOW OR FORMERLY
- 10) F - FENCE (APPROX. LOC.)
- 11) O.U.L. - OVERHEAD UTILITY LINE
- 12) B.L. - BUILDING LINE
- 13) D.E. - DRAINAGE EASEMENT
- 14)



IN OUR OPINION AND AS INDICATED BY A VISUAL ONLY INSPECTION OF F.I.R.M. MAP NO. 13057020262, DATED 06-07-2019, THIS PROPERTY APPEARS TO BE IN A ZONE "X" SPECIAL FLOOD HAZARD AREA. IN DETERMINING THIS OPINION, NO FIELD INSPECTION OR ELEVATION VERIFICATION HAS BEEN PERFORMED. A MORE DETAILED EVALUATION MAY BE NEEDED.

TRAVERSE TABLE				
Curve	Radius	Length	Chord	Chord Bear.
C1	1859.86'	99.37'	99.35'	N 74°24'10\"

"DO NOT RECORD"

AREA = 0.96 ACRE

"ALL MATTERS OF TITLE ARE EXCEPTED"

NOTES:

- 1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY PRIVATE AND PUBLIC.
- 2) UNDERGROUND UTILITIES AND/OR STRUCTURES, IF ANY, MAY NOT BE SHOWN.
- 3) IF ACTIVE STREAMS ARE PRESENT, THEY SHALL HAVE 25' UNDISTURBED STATE STREAM BANK BUFFER, ALL STREAMS SHALL HAVE 50' UNDISTURBED COUNTY STREAM BANK BUFFER & 75' IMPERVIOUS SURFACE BUFFER FROM TOP OF STREAM BANK.
- 4) REFERENCE: PLAT BOOK 18 PAGE 103.
- 5) REFERENCE: PLAT BOOK 30 PAGE 249.
- 6) REFERENCE: PLAT BOOK 35 PAGE 111.
- 7) REFERENCE: DEED BOOK 14899 PAGE 133.
- 8) REFERENCE: DEED BOOK 14824 PAGE 1848.
- 9) CURRENT ZONING: CHEROKEE COUNTY RM10 AND R20.
PROPOSED ZONING: CITY OF HOLLY SPRINGS NC
FRONT SETBACKS 40'
SIDE SETBACKS 15'
REAR SETBACKS 15'
10) PROPOSED USE - SERVICE/TRAINING 1200 S.F. BUILDING
11) PARKING SPACES REQUIRED 1 PER 200 S.F. X 1200 = 6 SPACES
12) SPACES PROVIDED 25



TAX MAP/PARCEL 15N20 524A
2643 HICKORY ROAD

ZONING SCHECH PREPARED FOR
& AUTHORIZED BY:

**WILLIAM R. REED &
SENGTHONG CHANCEVALAP**

LOCATED IN LAND LOT(S): 387
DISTRICT - 15, SECTION - 2
CHEROKEE COUNTY, GEORGIA
CITY OF HOLLY SPRINGS

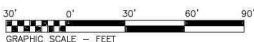
FIELD WORK: NOV. 21, 2022
PLAT PREPARED: NOV. 29, 2022
SCALE: 1" = 30'

BY: WIKLE LAND SURVEYING, P.C.
P.O. BOX 1290
HOLLY SPRINGS, GEORGIA 30142
PHONE: (770) 479-8364
ron@wiklelandsurveying.com

MEMBER -
479-1064
SURVEYING AND MAPPING
SOCIETY OF GEORGIA

DWG. NO. R0153 ZONING
JOB NO. 00-XXXX-XXX

APPLICANT
WILLIAM R. REED
SENGTHONG CHANCEVALAP
2643 HICKORY ROAD
CANTON, GA 30115
PHONE: 404-488-0000





City of Holly Springs, Georgia
Petition for Annexation
100% Method

Please completed one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: DEC 1, 2022
 Applicant's Name: WILLIAM REED & SENGTHONG CHANCHEVALAP
 Corporation Name: _____
 Mailing Address: 2643 HICKORY RD CANTON GA 30115
 Phone: [REDACTED]
 Email: INFO@KRAVMAGAFORGE.COM

PROPERTY OWNER INFORMATION

Property Owner(s): WILLIAM R REED & SENGTHONG CHANCHEVALAP
 Mailing Address: 2643 HICKORY RD CANTON GA 30115
 Phone: [REDACTED]
 Email: INFO@KRAVMAGAFORGE.COM

PROPERTY INFORMATION

Tax Map #: 15N20 Parcel #: 524A
 Land Lot(s)/District: LOT 387, 15TH DISTRICT, 2ND SECTION
 Physical Address: 2643 HICKORY RD CANTON GA 30115
 Property Location Description: ON HICKORY RD NEXT TO
JB OWENS PARK
 Current Zoning: RESIDENTIAL

(Attach additional sheets, if necessary)

Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? No If "yes," please provide complete explanation and details in the space below:

(attach additional sheets, if necessary)

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

SEE ATTACHMENT

(attach additional sheets, if necessary)

SUBMITTAL CHECKLIST

The following exhibits must be attached to this Annexation Petition:

- D A copy of the most recent warranty deed or equivalent conveyance of ownership for the property to be annexed;
- D A copy of the Cherokee County Tax Plat, illustrating the property to be annexed;
- D Complete the Applicant & Property Owner(s) Signature Sections, following page;
- D Any additional information requested by City Officials.

KRAV MAGA FORGE LLC (www.kravmagaforge.com)

Bill and Toky (Sengthong Chanchevalap) have lived in Woodstock since 1997. Toky has been teaching Krav Maga - Israeli Self Defense - since 2010 and in Woodstock since 2014. Toky founded Krav Maga Forge to create a self-defense training center focused on building healthy, positive relationships with her students, forging their bodies for a lifetime of fitness, and to equip her students with practical real-world skills in order to defend themselves from all threats.

INTENDED USE

We purchased 2643 Hickory Rd with the intent of establishing a training center close to our current location in Woodstock. 2643 Hickory Rd is a 4 sided brick single family home with a partially submerged basement. It has approx 1000 sq ft of usable space on the main floor and about 800 sq ft of basement space. We plan to finish the basement and to use it as our main training area with the main floor to be used for reception, office, and storage. We currently teach classes in Woodstock 3 days a week, on Tuesday and Thursday evenings and Saturday mornings. We expect to keep the same schedule in Holly Springs.

DEVELOPMENT

2643 Hickory Rd is a 4-sided brick, ranch style home on 0.96 acres on a partially wooded lot. Our intent is to create a small, 20-25 space parking lot behind the house and to make improvements to the current driveway for better ingress and egress to Hickory Rd. Our preference is to create parking that has minimal environmental and visual impact, preserving the appearance of a single-family home on a wooded lot.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

William REED
Applicant Name (Please Print)

Corporation Name (Please Print)

Title (Please Print)

Applicant Signature

Date

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

William REED
Property Owner Name (Please Print)

[Signature]
Property Owner Signature

12/02/22
Date

SENGTHONG CHANCHEVALAP
Property Owner Name (Please Print)

[Signature]
Property Owner Signature

12/02/22
Date

Property Owner Name (Please Print)

Property Owner Signature

Date

[Signature] 12/2/2022
Notary (form must be notarized)



Received by: Nancy Moon
City of Holly Springs, Georgia

Date: 12/19/2022

Campbell & Brannon, LLC
8744 Main Street
Suite 101
Woodstock, GA 30188
File No.: TW220551PM
(Phone No.: (404)939-9250)

STATE OF GEORGIA
COUNTY OF CHEROKEE
PARCEL ID NUMBER: 15N20 524A

LIMITED WARRANTY DEED

THIS INDENTURE, made on 7th day of November, 2022, between

Phillips Brothers Acquisitions LLC

(hereinafter referred to as "Grantor") and

William R. Reed and Sengthong Chanchevalap
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

See Exhibit A attached hereto and made a part hercof.

TOGETHER WITH all and singular the rights, members and appurtenances thereto (hereinafter collectively referred to as the "Premises"), the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee.

Subject to all easements, rights of way, and restrictive covenants of record (hereinafter referred to as the "Exceptions").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

Rec: \$25.00 TRANSFER TAX \$265.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 1663542869 SubmitterID: 0848497841

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

Everett Magruder
Witness

Valerie R McQueen
Notary Public

My Commission Expires: 01/28/24
[Attach Notary Seal]

Phillips Brothers Acquisitions LLC

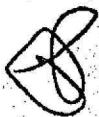
BY: Jonathan Phillips
Managing Member

Valerie R McQueen
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 01/28/2024

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 387 of the 15th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

To find the true point of beginning, being at the west land lot line of Land Lot 387 and the north right of way of Hickory Road (having a 100 foot right of way); thence easterly along the north right of way of Hickory Road 608.23 feet to and iron pin set and the true point of beginning; thence North 02 degrees 20 minutes 15 seconds East 120.63 feet to an iron pin set; thence North 27 degrees 01 minutes 45 seconds West 167.80 feet to an iron pin set; thence North 89 degrees 44 minutes 15 seconds East 135.03 feet to an iron pin found; thence South 88 degrees 34 minutes 15 seconds East 97.85 feet to an iron pin found; thence South 12 degrees 35 minutes 00 seconds West 302.41 feet to an iron pin found on the northern right of way of Hickory Road; thence westerly along the northern right of way of Hickory Road a chord distance of 99.35 feet to the true point of beginning, according to plat of survey prepared by Wikle Land Surveying, dated 4/23/93. Said tract containing .96 acres.





MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006

For Application Procedures, See p. 8



APPLICATION MA- 02-2023

APPLICATION CUP-

HEARING DATE 02/09/23

DATE OF APPLICATION 12/01/22

APPLICANT William R REED Jr

OWNER

(If other than applicant)

SENGTHONG CHANCHAVANAP

ADDRESS 2643 Hickory Rd

ADDRESS

CANTON GA

ZIP CODE 30115 PHONE

ZIP CODE PHONE

EMAIL INFO@KRAV MAGA FORCE.COM

SIGNATURE

SIGNATURE

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) RM10 & R-20
(County)

REQUESTED ZONING DISTRICT NC

REQUESTED CONDITIONAL USE(S)

PROPERTY LOCATION/ADDRESS 2634 Hickory Rd CANTON GA 30115

MAP NUMBER 15 N 20

PARCEL NUMBER(S) 524 A

LAND LOT(S) 387

DISTRICT(S) 15 SECTION(S) 2

ACREAGE 0.96 SEWAGE DISPOSAL TYPE SEPTIC UTILITIES AVAILABLE ELECTRIC, WATER

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST:

SEE ATTACHMENT

(COMPLETE ON ATTACHED PAPER IF NECESSARY)

The following information must be provided with completed application:

- ___ WARRANTY DEED
- ___ TAX DOCUMENTATION
- ___ SURVEY PLAT BY REGISTERED SURVEYOR
- ___ 10 COPIES OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR
- ___ INDIVIDUAL FOLDED TO 8.5"x11" (SEE p.7 FOR REQUIREMENTS)
- ___ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- ___ FOR CONDITIONAL USE REQUESTS, COMPLIANCE WITH SECTION 5.4
- ___ FOR CONDITIONAL USE REQUESTS, COMPLETE ATTACHMENT B
- ___ FILING FEE\$ _____ RECEIPT# _____ CHECK# _____

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:

APPROVED _____ STIPULATIONS _____
DISAPPROVED _____ TABLED _____

CITY COUNCIL DECISION:

APPROVED _____ STIPULATIONS _____
DISAPPROVED _____ TABLED _____

Application Information

Please print or type answers, using additional paper or a separate sheet of paper, if necessary.

(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property? _____

(2) Whether the zoning proposal will 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? _____

(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, public safety, or schools? _____

(5) Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)? _____

(6) Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents? _____

(7) Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

(8) 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? **SEE ATTACHED**

Per 14.5-7 of the City of Holly Springs Zoning Ordinance, **Applicant Report for Rezoning and Conditional Use Permit Requests**, as relevant and determined by the Zoning Administrator, all applicants must submit the following in addition to any standing requirements for requests for zoning changes*:

1. A plan of the general location of the proposed buildings by reference to a plan or drawing and an indication of the use to be made of each and every building;
2. Architectural, façade and materials to be utilized as compared to the zoning requirements for the current and proposed zoning district;
3. The percentage of development maintained as open space and/or recreation areas and impervious surfaces;
4. If application exceeds 150 residential units and/or exceeds 100,000 square feet of commercial area, the applicant is required to submit a transportation impact study to be designed by an appropriate transportation professional;
5. Preliminary tree protection plan and buffer standards;
6. Preliminary storm water retention plan.

***Per 14.5-8 of the City of Holly Springs Zoning Ordinance, Application Submittal Requirements Waived**, When determined by the Community Development Director to be unnecessary or irrelevant to the application submitted, the requirements listed in this section may be waived; however, if determined to be of significant importance to the decision process at any time after the application has been accepted, the Community Development Director, Planning Commission, or City Council may request the submission of these items or other information as deemed relevant during the decision making process.

KRAV MAGA FORGE LLC (www.kravmagaforge.com)

Bill and Toky (Sengthong Chanchevalap) have lived in Woodstock since 1997. Toky has been teaching Krav Maga - Israeli Self Defense - since 2010 and in Woodstock since 2014. Toky founded Krav Maga Forge to create a self-defense training center focused on building healthy, positive relationships with her students, forging their bodies for a lifetime of fitness, and to equip her students with practical real world skills in order to defend themselves from all threats.

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We purchased 2643 Hickory Rd with the intent of establishing a training center close to our current location in Woodstock. 2643 Hickory Rd is a 4 sided brick single family home with a partially submerged basement. It has approx 1000 sq ft of usable space on the main floor and about 800 sq ft of basement space. We plan to finish the basement and to use it as our main training area with the main floor to be used for reception, office, and storage. We currently teach classes in Woodstock 3 days a week, on Tuesday and Thursday evenings and Saturday mornings. We expect to keep the same schedule in Holly Springs.

DEVELOPMENT

2643 Hickory Rd is a 4-sided brick, ranch style home on 0.96 acres on a partially wooded lot. Our intent is to create a small, 20-25 space parking lot behind the house and to make improvements to the current driveway for better ingress and egress to Hickory Rd. Our preference is to create parking that has minimal environmental and visual impact, preserving the appearance of a single-family home on a wooded lot.

REZONING AND CUP

1. The proposed zoning and intended use and development of the property. The property is adjacent to JB Owens Park, our training center will be focused on health and safety. The property is also adjacent to a single-family home. The owner of the adjacent property sold 2643 Hickory Rd to us with full understanding and approval of our intended use.
2. The proposed zoning will not adversely affect the existing use or usability of adjacent nearby properties.
3. The current zoning is residential, limiting potential economic use. By rezoning, the property will have more potential economic use.
4. Krav Maga Forge intends to offer small class sizes on Tuesday and Thursday evenings and Saturday mornings. With JB Owen's park next door, we anticipate little to no impact to existing traffic patterns.
5. We believe our proposal is in conformity with the policy and intent of the adopted Future Develop Map and Future Land Use Map
6. We believe our proposal is in conformity with the policy, objectives, and vision set forth by the Community Agenda and other adopted policy documents.
7. We intend to develop the property with minimal impact to the environment and in compliance with all drainage, air quality, and water quality regulations.
8. We are not aware of any other existing or changing conditions that would support disapproval of this zoning request.

ATTACHMENT A

DISCLOSURE

Please answer the following questions. If the answer to any of the following questions is "yes", you may be required under O.C.G.A. 36-67A, to provide further information.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_____ YES ☒ NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_____ YES ☒ NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_____ YES ☒ NO

D.) Within two (2) years immediately preceding this application, have you made campaign contribution (s) or given gifts to public officials aggregating \$250.00 or more?

_____ YES ☒ NO

12/02/22
12/01/22

DATE

Sengthong Chanchavalap
William R Reed

APPLICANT NAME PRINTED

Schamchey

APPLICANT SIGNATURE

NOTARY

Seal:



Rec: \$25.00 TRANSFER TAX \$265.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 1663542869 SubmitterID: 0848497841

Campbell & Brannon, LLC
8744 Main Street
Suite 101
Woodstock, GA 30188
File No.: TW220551PM
(Phone No.: (404)939-9250)

STATE OF GEORGIA
COUNTY OF CHEROKEE
PARCEL ID NUMBER: 15N20 524A

LIMITED WARRANTY DEED

THIS INDENTURE, made on 7th day of November, 2022, between

Phillips Brothers Acquisitions LLC

(hereinafter referred to as "Grantor") and

William R. Reed and Sengthong Chanchevalap
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all and singular the rights, members and appurtenances thereto (hereinafter collectively referred to as the "Premises"), the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee.

Subject to all easements, rights of way, and restrictive covenants of record (hereinafter referred to as the "Exceptions").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

Rec: \$25.00 TRANSFER TAX \$265.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 1663542869 SubmitterID: 0848497841

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

Everett Magruder
Witness

Valerie S. McQueen
Notary Public

My Commission Expires: *01/28/24*
[Attach Notary Seal]

Phillips Brothers Acquisitions LLC

BY:

Jonathan Phillips
Managing Member

Valerie R McQueen
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 01/28/2024

Rec: \$25.00 TRANSFER TAX \$265.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 1663542869 SubmitterID: 0848497841

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 387 of the 15th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

To find the true point of beginning, being at the west land lot line of Land Lot 387 and the north right of way of Hickory Road (having a 100 foot right of way); thence easterly along the north right of way of Hickory Road 608.23 feet to and iron pin set and the true point of beginning; thence North 02 degrees 20 minutes 15 seconds East 120.63 feet to an iron pin set; thence North 27 degrees 01 minutes 45 seconds West 167.80 feet to an iron pin set; thence North 89 degrees 44 minutes 15 seconds East 135.03 feet to an iron pin found; thence South 88 degrees 34 minutes 15 seconds East 97.85 feet to an iron pin found; thence South 12 degrees 35 minutes 00 seconds West 302.41 feet to an iron pin found on the northern right of way of Hickory Road; thence westerly along the northern right of way of Hickory Road a chord distance of 99.35 feet to the true point of beginning, according to plat of survey prepared by Wikle Land Surveying, dated 4/23/93. Said tract containing .96 acres.

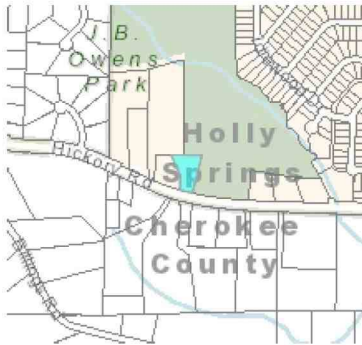


Geocortex Essentials Parcel Report

Cherokee County, GA

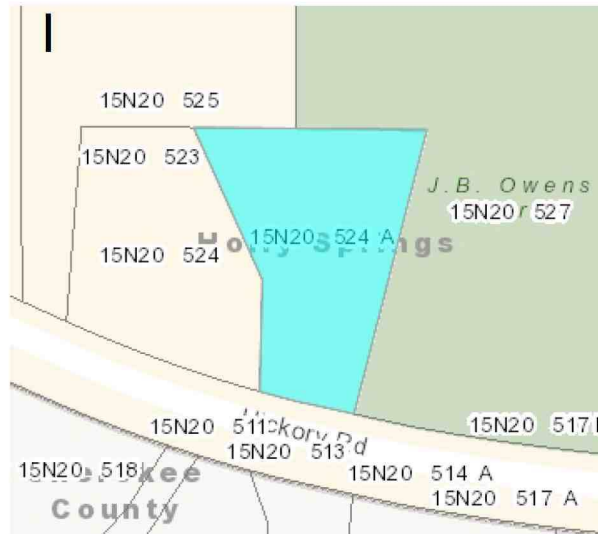
TIN: 15N20 524 A

Report generated 11/8/2022 8:58:45 AM



Vicinity Map

1: 17,806.75



Tax parcel highlighted in cyan

1: 2,366.61

Tax Parcel Information

Owner: WALLACE HUBERT TRUMAN &

Property Address: 2643 Hickory Rd, Canton 30115

Subdivision:

TIN: 15N20 524 A

PIN: 15-0387-0014

Mailing Address: P O BOX 653, HOLLY SPRINGS, GA 30142

Acreage: 0.96

Lot #: -

PB/PG:

DB/PG:

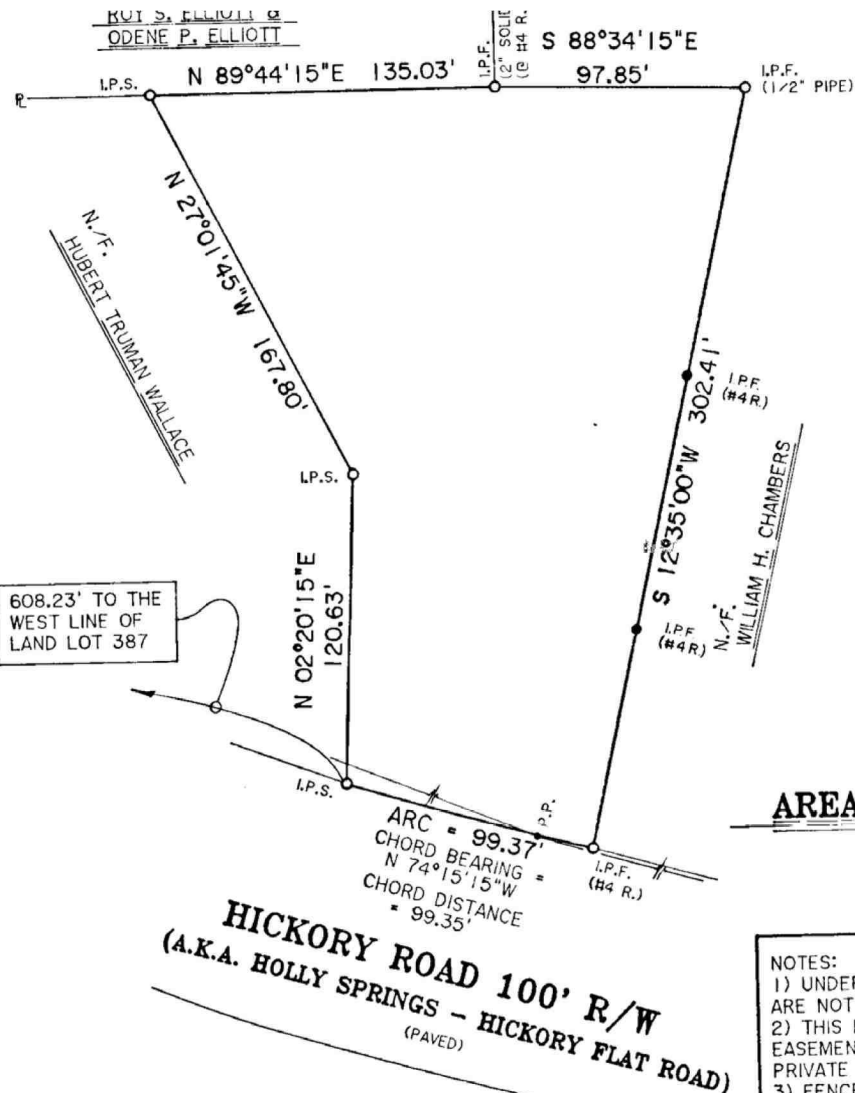
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

- 1) I.P.S. - IRON PIN SET (#5 R.)
- 2) I.P.F. - IRON PIN FOUND
- 3) L.L.L. - LAND LOT LINE
- 4) R/W - RIGHT OF WAY
- 5) P - PROPERTY LINE
- 6) C - CENTER LINE
- 7) R. - REINFORCING BAR
- 8) P.P. - POWER &(OR) PHONE POLE
- 9) N.F. - NOW OR FORMERLY
- 10) FENCE (APPROX. LOC.)
- 11) OVERHEAD UTILITY LINE
- 12) B.L. - BUILDING LINE
- 13) D.E. - DRAINAGE EASEMENT
- 14) J.B. - JUNCTION BOX

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000± FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR
CLOSURE AND FOUND TO BE ACCURATE
WITHIN ONE FOOT IN 95,000+ FEET.

EQUIPMENT USED FOR MEASUREMENTS:
TOPCON GTS - 303, TOTAL STATION



NOTES:

- 1) UNDERGROUND UTILITIES, IF ANY, ARE NOT SHOWN.
- 2) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS PRIVATE AND PUBLIC.
- 3) FENCE LINES, IF ANY, ARE NOT SHOWN.
- 4) ALL MATTERS OF TITLE ARE EXCEPTED.

WALLACE, BY: JERRY THACKER AND ASSOCIATES,
DATED: 6-29-82, LAST REVISED: 9-07-82.
2) PLAT OF A LOT SURVEY FOR: WILLIAM H.
CHAMBERS, BY: ADAMS - SIMS AND ASSOCIATES,
DATED: 1-25-93.
3) PLAT BOOK 16, PAGE 103.
4) PLAT BOOK 30, PAGE 249.
5) PLAT BOOK 35, PAGE 111.
6)

"F.I.A. OFFICIAL FLOOD HAZARD MAP"
COMMUNITY NO. 130424 , PAGE 240 ,
DATED 7-15-88 , SHOWS THIS
PROPERTY NOT TO BE IN AN AREA
HAVING SPECIAL FLOOD HAZARDS.

LOT SURVEY FOR:

TRUMAN WALLACE &
JO ANN WALLACE

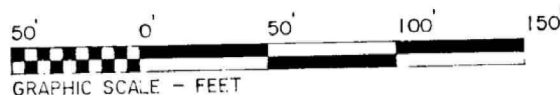
LOCATED IN LAND LOT(S): 387
DISTRICT - 15 , SECTION - 2
CHEROKEE COUNTY, GEORGIA

PREPARED APRIL 23, 1993
SCALE: 1" = 50'

BY: WIKLE LAND SURVEYING
P.O. BOX 238
LEBANON, GEORGIA 30146
PHONE: (404) 479-8364

SURVEYING AND MAPPING
SOCIETY OF GEORGIA

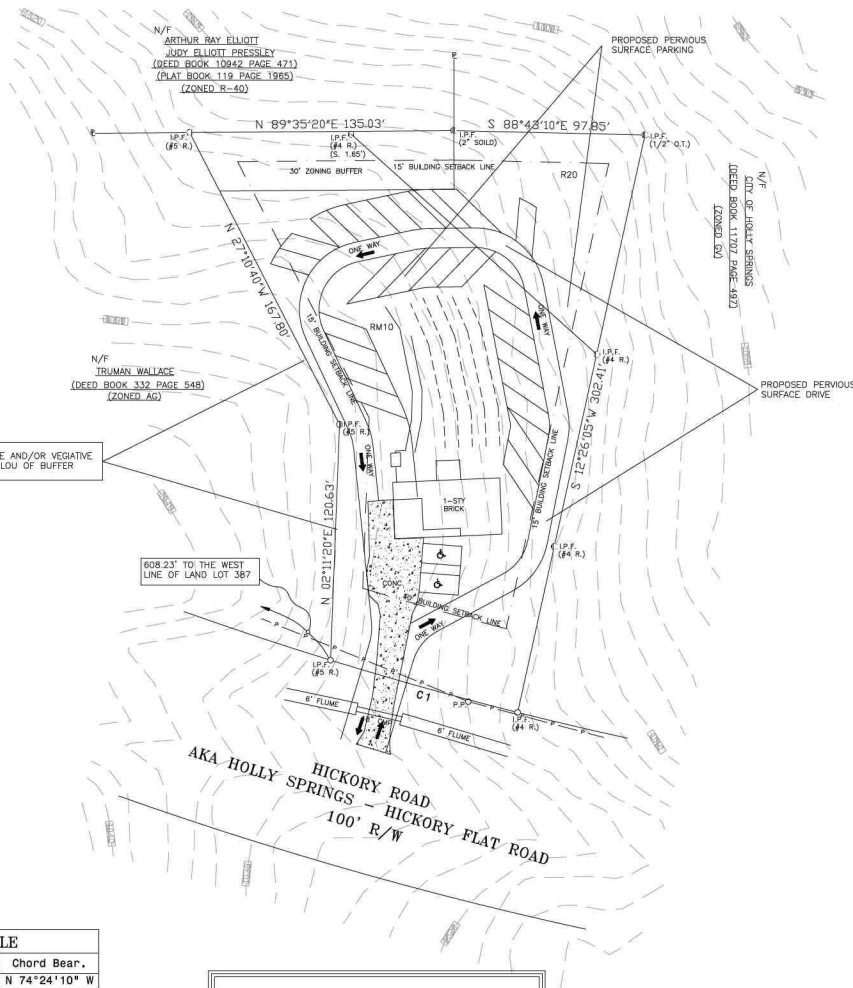
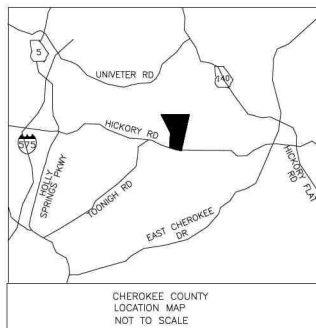
JOB NO. 93-0153-48E



FIELD BOOK 124, PAGE 51, FILE 80153.

LEGEND:

- 1) I.P.S. - IRON PIN SET (#4 R.)
- 2) I.P.F. - IRON PIN FOUND
- 3) L.L.L. - LAND LOT LINE
- 4) R/W - RIGHT OF WAY
- 5) E - PROPERTY LINE
- 6) C - CENTER LINE
- 7) R - REINFORCING BAR
- 8) P.P. - POWER &(OR) PHONE POLE
- 9) N/F - NOW OR FORMERLY
- 10) - - - FENCE (APPROX. LOC.)
- 11) - - - OVERHEAD UTILITY LINE
- 12) B.L. - BUILDING LINE
- 13) D.E. - DRAINAGE EASEMENT
- 14)



IN OUR OPINION AND AS INDICATED BY A VISUAL ONLY INSPECTION OF F.I.R.M. MAP NO. 13057020262, DATED 06-07-2019, THIS PROPERTY APPEARS TO BE IN A ZONE "X" SPECIAL FLOOD HAZARD AREA. IN DETERMINING THIS OPINION, NO FIELD INSPECTION OR ELEVATION VERIFICATION HAS BEEN PERFORMED. A MORE DETAILED EVALUATION MAY BE NEEDED.

TRAVERSE TABLE				
Curve	Radius	Length	Chord	Chord Bear.
C1	1859.86'	99.37'	99.35'	N 74°24'10\"

"DO NOT RECORD"

AREA = 0.96 ACRE

"ALL MATTERS OF TITLE ARE EXCEPTED"

NOTES:

- 1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY PRIVATE AND PUBLIC.
- 2) UNDERGROUND UTILITIES AND/OR STRUCTURES, IF ANY, MAY NOT BE SHOWN.
- 3) IF ACTIVE STREAMS ARE PRESENT, THEY SHALL HAVE 25' UNDISTURBED STATE STREAM BANK BUFFER, ALL STREAMS SHALL HAVE 50' UNDISTURBED COUNTY STREAM BANK BUFFER & 75' IMPERVIOUS SURFACE BUFFER FROM TOP OF STREAM BANK.
- 4) REFERENCE: PLAT BOOK 18 PAGE 103.
- 5) REFERENCE: PLAT BOOK 30 PAGE 249.
- 6) REFERENCE: PLAT BOOK 35 PAGE 111.
- 7) REFERENCE: DEED BOOK 14899 PAGE 133.
- 8) REFERENCE: DEED BOOK 14824 PAGE 1848.
- 9) CURRENT ZONING: CHEROKEE COUNTY RM10 AND R20.
PROPOSED ZONING: CITY OF HOLLY SPRINGS NC
FRONT SETBACKS 40'
SIDE SETBACKS 15'
REAR SETBACKS 15'
- 10) PROPOSED USE - SERVICE/TRAINING 1200 S.F. BUILDING
- 11) PARKING SPACES REQUIRED 1 PER 200 S.F. X 1200 = 6 SPACES
- 12) SPACES PROVIDED 25



TAX MAP/PARCEL 15N20 524A
2643 HICKORY ROAD

ZONING SCHECH PREPARED FOR
& AUTHORIZED BY:

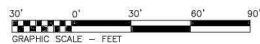
**WILLIAM R. REED &
SENGTHONG CHANCEVALAP**

LOCATED IN LAND LOT(S): 387
DISTRICT - 15, SECTION - 2
CHEROKEE COUNTY, GEORGIA
CITY OF HOLLY SPRINGS

FIELD WORK: NOV. 21, 2022
PLAT PREPARED: NOV. 29, 2022
SCALE: 1" = 30'

BY: WIKLE LAND SURVEYING, P.C.
P.O. BOX 1290
HOLLY SPRINGS, GEORGIA 30142
PHONE: (770) 479-8364
ron@wiklelandsurveying.com
MEMBER -
479-8364
SURVEYING AND MAPPING
SOCIETY OF GEORGIA

DWG. NO. R0153 ZONING
JOB NO. 00-XXXX-XXX





PLANNING AND ZONING

January 25, 2023

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

RE: A-02-2023 2643 Hickory Rd

Dear Mrs. Moon:

The annexation case A-02-2023 2643 Hickory Rd was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on Tuesday, January 24, 2023. The applicant is requesting to annex and rezone one parcel on Hickory Rd from R-20 and RM10 to NC, for the development of a self-defense training center on 0.96 acres.

Based on the staff review and discussion at the commission meeting, the Board of Commissioners voted unanimously to express that they have no land use objections concerning this annexation. However, the Board had concerns about the buffer against the abutting AG property and the future use of this property. The following items are offered for the City Council's consideration:

1. It is recommended that the site plan follow County buffer requirements against the abutting AG property, which includes 35-foot buffer with the proper screening requirements.
2. As residential is the primary land use envisioned for this area, consider a condition to the rezoning to limit GC to only the applicant's use.

I have attached the complete staff analysis for your use. It contains more discussion about the items discussed above.

Feel free to reach out to me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Turner", with a large, sweeping flourish extending to the right.

Kevin Turner, AICP
Deputy Director

Per O.C.G.A. § 36-36-113 (set forth in full at the end of this document for your ease of reference), a land use objection can be made by majority vote of the Board of Commissioners in the event of a material increase in burden upon the County which is quantifiable and otherwise meets the requirements of the statute. In order for a land use objection to be considered timely, it must be completed in time for the BOC to vote upon it in open session and served upon the annexing municipality within 45 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested

City	Holly Springs
Case Number A-02-2023	Applicant William Reed and Sengthong Chanchevalap
Receipt of Annexation Notice Date	12/20/2022
Holly Springs Planning Commission Public Hearing	2/9/2023
Meeting date the Board of Commissioners must decide whether to object.	1/24/2023
45 day period to object expires on	2/3/2023
City Council Review & Decision	3/20/2023

Staff is requested to review the application for annexation and provide a response to the following questions.

	Yes	No
Is the property to be annexed contiguous to city jurisdictional boundary?	X	
Development Map designation	Suburban Living	
Surrounding / Contiguous City Future Development Map	Suburban Neighborhood/Conservation	
Surrounding County Future Development Map	Suburban Living	
Does this annexation create an "island" of unincorporated land?		X

1) If the application is granted will there be a material increase in burden upon the County directly related to :	Yes	No
a) the proposed change in zoning or land use?		X
b) the proposed increase in density?		X

c) infrastructure demands related to the proposed change in zoning or land use?	X
---	---

	Yes	No
2) Will delivery of services be affected by the annexation?		X
If the answer to (2) is yes, is the affect on delivery of services directly related to		
a) the proposed change in zoning or land use?		
b) the proposed increase in density?		
c) infrastructure demands related to the proposed change in zoning or land use?		
Note: Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in items (a), (b), and/or (c) of Section 1 above.		

	Yes	No
3) If there is a material increase in burden caused by items (a), (b), and/or (c) of Section 1 above, can your department provide evidence of any financial impact?		
If the answer to (3) is yes, please provide the evidence		

4) Does the proposed change in zoning or land use result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use?	Yes	No
		X
If the answer to (4) is no, does the proposed change in zoning or land use result in:	Yes	No

a) a use which significantly increases the net cost of infrastructure?	X
b) a use which significantly diminishes the value or useful life of a capital outlay project, as such term is defined in O.C.G.A. 48-8-110, which is furnished by the county to the area to be annexed?	X
If the answer to 4(a) or 4(b) is yes, then:	Yes No
c) Does the proposed change in zoning or land use differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan?	
d) Does the proposed change in zoning or land use differ substantially from the existing uses permitted for the property pursuant to the county's zoning ordinance or its land use ordinances?	

Comments:

Planning and Zoning

The applicant wishes to annex a parcel totaling 0.96+/- acres into the City of Holly Springs. They also intend to rezone the property from R-20 and RM10 to NC to be used for the operation of a self-defense training center.

Residential is the primary land use in the Suburban Living Character Area. As well, a variance may be needed since the applicant is proposing to install a wood fence and/or a vegetative screen in lieu of the buffer required against the abutting AG property. We recommend that the 35' buffer with screening requirements remain against the abutting AG property.

Engineering

Hickory Road is Holly Springs' right of way, therefor we have no comments.

Fire Marshal

- There is a fire hydrant within 300' of the building.
- Any future development of the property or building should be designed and built to meet the minimum state fire code.
- A site development plan should be reviewed and approved by the fire marshal's office to ensure proper FD access and turnaround are included.

Legal Review Results

This annexation does not create an unincorporated island.

O.C.G.A. § 36-36-113. Reasons for objection to annexation

(a) The county governing authority may by majority vote object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:

- (1) The proposed change in zoning or land use;
- (2) Proposed increase in density; and
- (3) Infrastructure demands related to the proposed change in zoning or land use.

(b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.

(c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in [Code Section 36-36-111](#).

(d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:

(1) Result in:

(A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or

(B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in [Code Section 48-8-110](#), which is furnished by the county to the area to be annexed; and

(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.

When Recorded, Please Return To:

The Abram Law Group, LLC
ATTN: Richard S. Abram, Esq.
1200 Ashwood Parkway, Suite 560
Atlanta, Georgia 30338

DEED OF CONSERVATION EASEMENT

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS DEED OF CONSERVATION EASEMENT (herein, the "Conservation Easement") is made this ____ day of February, 2023, by and between **Pebblewood Grove Homeowners Association, Inc.**, a Georgia corporation, whose address is 285 Parkway 575, Woodstock, Georgia 30188 (hereinafter, the "Grantor") and the **City of Holly Springs**, a Political Subdivision of the State of Georgia, with an address of 3237 Holly Springs Pkwy, Holly Springs, Georgia 30115 (hereinafter, the "Grantee").

RECITALS

- A. Grantee is a governmental body empowered to hold an interest in real property under the laws of the State of Georgia.
- B. Grantor owns in fee simple certain real property in the City of Holly Springs, Cherokee County, Georgia, and being more particularly described in **Exhibit A** attached hereto (hereinafter referred to as the "Greenspace Property").
- C. The Greenspace Property is part of a residential community that has been developed by Grantor and known as Pebblewood Grove (FKA ENCINNA TOWNHOMES) Subdivision (the "Subdivision").
- D. Grantor is willing to grant this perpetual Conservation Easement over the Greenspace Property, thereby restricting and limiting the use of the Greenspace Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement.
- E. Grantor and Grantee recognize the conservation value of the Greenspace Property in its present state and have a mutual desire to afford protection thereto. Both Grantor and Grantee recognize that a perpetual conservation easement is desirable for the following purpose(s): the protection of natural resources and preservation of the Greenspace Property, more specifically the limitation of land disturbance and decreasing the percentage of impervious surface within a planned residential community and conservation of land for

recreation or aesthetic and environmental enrichment pursuant to the requirements of Grantee as set forth herein.

NOW, THEREFORE, as an absolute gift of no monetary consideration but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity this Deed of Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Greenspace Property more particularly described in **Exhibit A** together with the right to preserve and protect the conservation values of the Greenspace Property.

To achieve the conservation purposes, the following definitions, conditions and restrictions are set forth:

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an assignable easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its successors and assigns and successors-in-title.

ARTICLE II. USES OF GREENSPACE PROPERTY

(A) Permitted Uses. Uses of the Greenspace Property may include the following items:

1. Conservation of natural, archeological, or historical resources;
2. Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
3. Walking or bicycle trails, provided they are constructed of permeable materials;
4. Passive recreation areas, such as open fields;
5. Stormwater management facilities that are considered Green Infrastructure or Low Impact Development, as defined in the current edition of the Georgia Stormwater Management Manual;
6. Community gardens;
7. Agricultural and horticultural uses, and, specifically excluding any commercial livestock operations involving poultry and swine;
8. Neighborhood open space uses such as greens, commons, and similar low impact passive recreational uses; and
9. Easements for drainage, access, sewer or water lines, or other public purposes.

(B) Non-permitted Uses. Uses of the Greenspace Property may not include the following:

1. Roads, parking lots, and impervious surfaces;
2. Agricultural and forestry activities not conducted according to accepted Best Management Practices; and

3. Golf Courses.
4. Operation of vehicles such as All-Terrain Vehicles, motorcycles, go karts, off road vehicles, and similar

ARTICLE III. RIGHTS OF GRANTEE

To accomplish the purposes of this Conservation Easement, the following rights are hereby specifically conveyed to Grantee by this Conservation Easement:

- (A) To preserve and protect the conservation values of the Greenspace Property; and
- (B) To enter upon the Greenspace Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement.

ARTICLE IV. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Greenspace Property inconsistent with the purposes of this Conservation Easement, whether building, grading, excavating, trenching, damming, dumping, etc., is prohibited excepting only any necessary installation of materials and equipment or maintenance, repair, or replacement thereof with respect to the utility and sanitary sewer easements, if any, within the Greenspace Property. Should any such installation, maintenance, repair or replacement with respect to the utility and sanitary sewer easements occur, the Greenspace Property shall thereafter be restored to its original state as much as is practicable. Development that would significantly impair or interfere with the conservation values of the Greenspace Property is prohibited.

ARTICLE V. RESERVED RIGHTS

Grantor reserves to its self, and to its successors, assigns and successors-in-title, all rights accruing from his ownership of the Greenspace Property, including the right to engage in, or permit or invite others to engage in all uses of the Greenspace Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement.

ARTICLE VI. GRANTEE'S REMEDIES

If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall have the option of giving written notice to the Grantor of such and give a reasonable time for correction, if necessary. "Reasonable time" shall be in the reasonable discretion of Grantee. This option shall not preclude Grantee's right to seek judicial enforcement of this Conservation Easement, and such written notification and opportunity to correct shall not be a prerequisite to judicial enforcement. All costs incurred by Grantee in enforcing this Easement, including reasonable attorney's fees, actually incurred by Grantee, shall be borne by Grantor, unless Grantor ultimately prevails when in such event each party shall bear its own costs.

ARTICLE VII. EXHIBITS, DOCUMENTATION AND TITLE

- (A) Legal Description. **Exhibit A**, Legal Description of the Greenspace Property, to include the metes and bounds and **Exhibit B**, a plat of the Greenspace Property, are attached hereto and made a part hereof by reference.
- (B) Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Greenspace Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that the Greenspace Property is free and clear of any and all encumbrances except as noted in this Article or in any title report furnished by Grantor to Grantee, prior to the execution hereof; and Grantor covenants that the Grantee shall have the use of and enjoyment of all of the benefits derived from and arising out of the aforesaid Conservation Easement.

ARTICLE VIII. COSTS, LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE

- (A) Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Greenspace Property, including taxes and any costs of remediation.
- (B) Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, actually incurred, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any grossly negligent act or omission of Grantor, or other matter caused by Grantor in contravention of the prohibitions contained herein and related to or occurring on or about the Greenspace Property; (2) the violation by Grantor of this Conservation Easement, or other failure by Grantor to comply with, any state, federal or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, and in any way affecting, involving, or relating to the Greenspace Property; and (3) the presence or release in, on, from, or about the Greenspace Property by Grantor, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties..

ARTICLE IX. GENERAL PROVISIONS

- (A) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the state of Georgia including the Georgia Uniform Conservation Easement Act.

- (B) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (C) Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (D) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein.
- (E) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (F) Joint Obligation. The obligations imposed by this Conservation Easement upon Grantor and his heirs, successors and assigns, shall be joint and several.
- (G) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Greenspace Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors, and assigns, and the above-named Grantee and its successors and assigns.
- (H) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Greenspace Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (I) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (J) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

ARTICLE X. DEDUCTIBILITY FOR TAX PURPOSES

Grantor acknowledges that no one on behalf of Grantee has made any representations, express or implied, as to the deductibility of this Conservation Easement under federal, state, or local law or as to any of the tax benefits or burdens which may be borne by the Grantor hereby. Grantor acknowledges that it has had the opportunity to seek legal counsel or the advice of a tax professional prior to the execution hereof and will hold harmless the Grantee for any tax ramifications incurred hereby.

TO HAVE AND TO HOLD unto the City of Holly Springs, a political subdivision of the State of Georgia, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, its successors, assigns, and successors-in-title, and shall continue as a servitude running in perpetuity with the Greenspace Property.

[this portion intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seal affixed, the day and year above written.

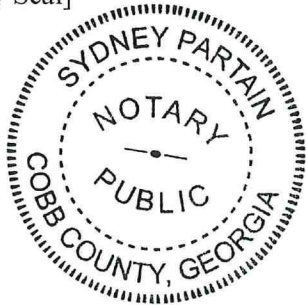
TO BE EFFECTIVE upon the date of recordation in the official records of Cherokee County, Georgia.

GRANTOR:

Sworn to and subscribed before
me this 23 day of February, 2023

Christy P. Houchens
Witness

[Signature]
Notary Public
My commission expires: March 1, 2025
[Notary Seal]



**PEBBLEWOOD GROVE HOMEOWNERS
ASSOCIATION, INC.**, a Georgia corporation

By: [Signature] (SEAL)
Name: Ryan Bobbitt
Title: President

ATTEST:

BY: [Signature] (SEAL)
Name: Shelby Feinberg
Title: Secretary

Sworn to and subscribed before
me this __ day of _____, 2023

Witness

Notary Public
My commission expires:
[Notary Seal]

GRANTEE:

CITY OF HOLLY SPRINGS, a Political
Subdivision of the State of Georgia

By: _____
Name:
Title:

EXHIBIT "A"

LEGAL DESCRIPTION

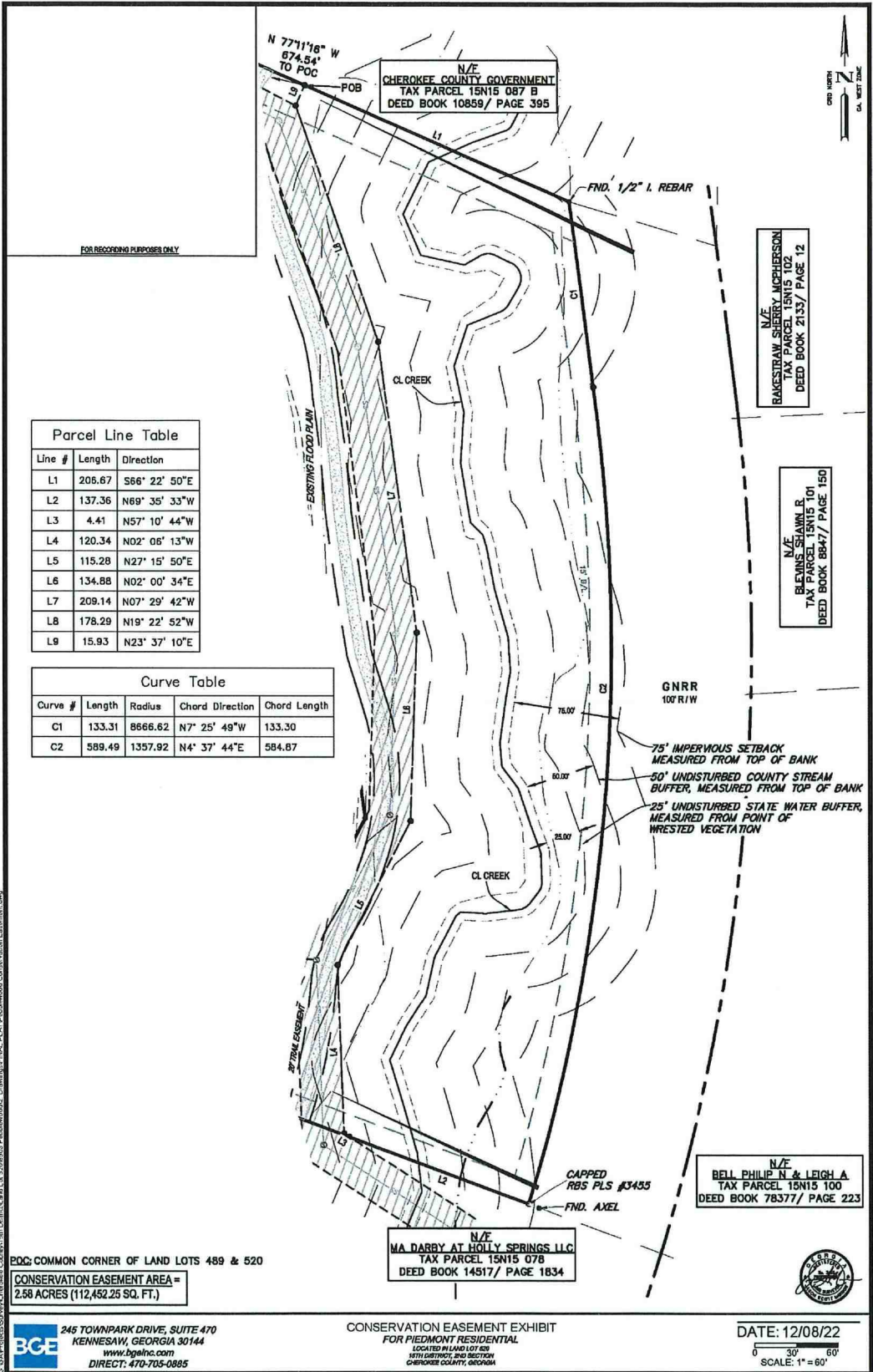
2.58 acres
112,452.25 sq. ft.

All that tract or parcel of land lying and being in Land Lot 520, 15th District, 2nd Section of Cherokee County, and being more particularly described as follows:

To find the true point of beginning, commence at the common corner of land lots 489 and 520 and the westerly right-of-way of Holly Springs Parkway; Thence, S 89° 46' 40" E, 103.07 feet, through a 1" open top pipe found at 100.00 feet; Thence, , S 89° 46' 40" E, 214.98 feet to 1" open top pipe found; Thence, S 66° 22' 50" E, 370.76 feet to a point, said point being the True Point of Beginning;

Thence, S 66° 22' 50" E, 206.67 feet to a ½" rebar found; Thence, along a curve turning to the right, having a radius of 8666.62 feet, an arc distance of 133.31, and a chord bearing S 07° 25' 49" E for 133.30 feet to a point; Thence, along a curve turning to the right, having a radius of 1357.92 feet, an arc distance of 589.49, and a chord bearing S 04° 37' 44" W for 584.87 feet to a capped ½" rebar set; Thence, N 69° 35' 33" W, 137.36 feet to a point; Thence, N 57° 10' 44" W, 4.41 feet to a point; Thence, N 02° 06' 13" W, 120.34 feet to a point; Thence, N 27° 15' 50" E, 115.28 feet to a point; Thence, N 02° 00' 34" E, 134.88 feet to a point; Thence, N 07° 29' 42" W, 209.14 feet to a point; Thence, N 19° 22' 52" W, 178.29 feet to a point; Thence, N 23° 37' 10" E, 15.93 feet to a point, said point being the TRUE POINT OF BEGINNING.

EXHIBIT "B"



245 TOWNPARK DRIVE, SUITE 470
KENNESAW, GEORGIA 30144
www.bgeinc.com
DIRECT: 470-705-0885

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BGE INC. SHALL BE WITHOUT LIABILITY TO BGE INC.

Return to:

The Abram Law Group, LLC
1200 Ashwood Parkway, Suite 560
Atlanta, GA 30338
770/349-0120

STATE OF GEORGIA
COUNTY OF CHEROKEE

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of February 2023 by and among **Pebblewood Grove Homeowners Association, Inc.**, a Georgia non-profit corporation (hereinafter referred to as "Grantor"), and the **City of Holly Springs**, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain property which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Trail Easement Area");

WHEREAS, the Trail Easement Area is shown on that certain plat entitled TRAIL EASEMENT EXHIBIT which is attached hereto as **Exhibit "B"** and incorporated herein by reference.; and

WHEREAS, the Trail Easement Area is located within a portion of that certain residential community which is known as Pebblewood Grove (FKA ENCINNA TOWNHOMES) Subdivision (the "Subdivision"); and

WHEREAS, in accordance with the zoning conditions applicable to the Subdivision, Grantor and Grantee desire to enter into this Agreement for the purpose of allowing Grantee to construct, maintain and utilize a pedestrian walking trail within the Trail Easement Area (the "City Trail").

NOW THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), the agreements herein contained, and other good and valuable consideration, in hand paid each party

hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby covenant and agree as follows:

1. Recital of Facts. The foregoing recital of facts is agreed to be true and correct and is incorporated herein by reference.
2. Grant of Easement. Grantor does hereby grant and convey unto Grantee, a non-exclusive, perpetual easement within the Trail Easement Area for the purposes of: (i) installing the City Trail; (ii) maintaining the City Trail; and (iii) authorizing the general public (the "General Public") to utilize the City Trail for walking, jogging, and bicycling and for no other purpose.
3. Covenants In Regard to Easements. In exercising the easement rights conferred upon Grantee herein, Grantee covenants that: (i) all construction, operation, installation, maintenance or repair activities shall be performed at Grantee's sole cost and expense, in a good, workmanlike and lien-free manner; (ii) Grantee shall perform regular and routine maintenance of the Trail Easement Area such that once the Trail is installed, the Trail Easement Area is kept in a good and sightly condition, free of debris and refuse; (iii) if any portions of the Subdivision are damaged as a result of the exercise of the easement rights granted herein by Grantee or the General Public (the "Grantee Damage"), Grantee shall promptly repair such damage to the condition that existed prior to such damage having occurred, at Grantee's sole cost and expense; and (iv) once Grantee has commenced the work for the installation of the City Trail, the same shall be completed in a diligent and commercially reasonable manner.
4. Termination and Fee Simple Conveyance. This Agreement shall terminate upon the conveyance of the Trail Easement Area to Grantee.
5. Indemnity. To the extent permitted by law, Grantee agrees to indemnify and hold Grantor harmless from any and all liability, loss or damage, including reasonable attorney fees and related costs and expenses, arising out of, or resulting from: (i) Grantee's exercise (or the General Public's exercise) of the easement rights granted herein; and (ii) the Grantee Damage.
6. Successors/Agreement to Run with Title. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, successors-in-title and assigns. This Agreement shall run with, and bind the title to, the Trail Easement Area.
7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together, shall constitute one and the same instrument.
8. Governing Law. This Agreement shall be governed by, and construed according to, the Laws of the State of Georgia.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. No oral modifications to either this Agreement nor any provisions hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
10. Miscellaneous. Time is of the essence of each and every provision of this Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

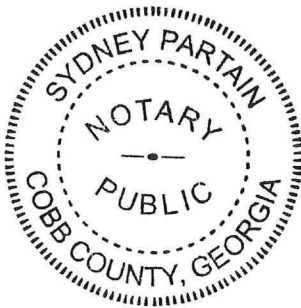
[Signatures on following pages]

IN WITNESS WHEREOF, each of the parties has hereunto set their hands and affixed their seals the date first above written.

Signed, sealed and delivered in the presence of:

Shirley P. Houchens
Unofficial Witness

[Signature]
Notary Public
[NOTARIAL SEAL]
My Commission Expires: March 1, 2025



GRANTOR:

**PEBBLEWOOD GROVE
HOMEOWNERS ASSOCIATION, INC.,**
a Georgia nonprofit corporation

By: *[Signature]* (SEAL)
Name: Ryan Bobbitt
Title: President

ATTEST:

BY: *[Signature]* (SEAL)
Name: Shelby Feinberg
Title: Secretary

[Signatures Continued on Following Page]

EXHIBIT "A"
Trail Easement Area

Legal Description- 20' Trail Easement

0.36 acres

15,597.81 sq. ft.

All that tract or parcel of land lying and being in Land Lot 520, 15th District, 2nd Section of Cherokee County, and being more particularly described as follows:

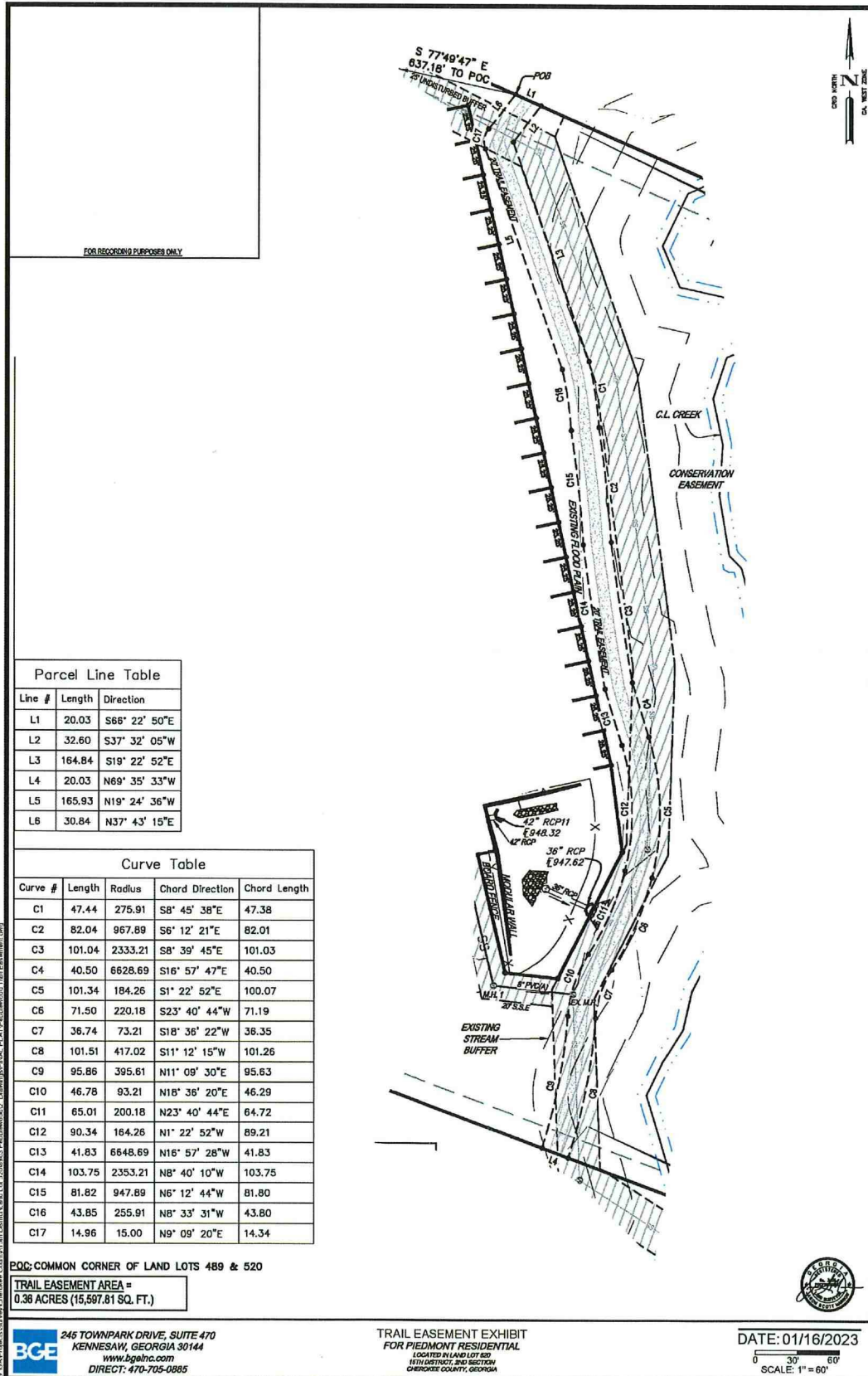
To find the true point of beginning, commence at the common corner of land lots 489 and 520 and the westerly right-of-way of Holly Springs Parkway; Thence, S 89° 46' 40" E, 103.07 feet, through a 1" open top pipe found at 100.00 feet; Thence, S 89° 46' 40" E, 214.98 feet to 1" open top pipe found; Thence, S 66° 22' 50" E, 332.68 feet to a point, said point being the True Point of Beginning;

Thence, S 66° 22' 50" E, 20.03 feet to a point; Thence, S 37° 32' 05" W, 32.60 feet to a point; Thence, S 19° 22' 52" E, 164.84 feet to a point; Thence, along a curve turning to the right, having a radius of 275.91 feet, an arc distance of 47.44, and a chord bearing S 08° 45' 38" E for 47.38 feet to a point; Thence, along a curve turning to the right, having a radius of 967.89 feet, an arc distance of 82.04, and a chord bearing S 06° 12' 21" E for 82.01 feet to a point; Thence, along a curve turning to the left, having a radius of 2333.21 feet, an arc distance of 101.04, and a chord bearing S 08° 39' 45" E for 101.03 feet to a point; Thence, along a curve turning to the left, having a radius of 6628.69 feet, an arc distance of 40.50, and a chord bearing S 16° 57' 47" E for 40.50 feet to a point; Thence, along a curve turning to the right, having a radius of 184.26 feet, an arc distance of 101.34, and a chord bearing S 01° 22' 52" E for 100.07 feet to a point; Thence, along a curve turning to the right, having a radius of 220.18 feet, an arc distance of 71.50, and a chord bearing S 23° 40' 44" W for 71.19 feet to a point; Thence, along a curve turning to the left, having a radius of 73.21 feet, an arc distance of 36.74, and a chord bearing S 18° 36' 22" W for 36.35 feet to a point; Thence, along a curve turning to the right, having a radius of 417.02 feet, an arc distance of 101.51, and a chord bearing S 11° 12' 15" W for 101.26 feet to a point; Thence, N 69° 35' 33" W, 20.03 feet to a point; Thence, along a curve turning to the left, having a radius of 395.61 feet, an arc distance of 95.86, and a chord bearing N 11° 09' 30" E for 95.63 feet to a point; Thence, along a curve turning to the right, having a radius of 93.21 feet, an arc distance of 46.78, and a chord bearing N 18° 36' 20" E for 46.29 feet to a point; Thence, along a curve turning to the left, having a radius of 200.18 feet, an arc distance of 65.01, and a chord bearing N 23° 40' 44" E for 64.72 feet to a point; Thence, along a curve turning to the left, having a radius of 164.26 feet, an arc distance of 90.34, and a chord bearing N 01° 22' 52" W for 89.21 feet to a point; Thence, along a curve turning to the right, having a radius of 6648.69 feet, an arc distance of 41.83, and a chord bearing N 16° 57' 28" W for 41.83 feet to a point; Thence, along a curve turning to the right, having a radius of 2353.21 feet, an arc distance of 103.75, and a chord bearing N 08° 40' 10" W for 103.75 feet to a point; Thence, along a curve turning to the left, having a radius of 947.89 feet, an arc distance of 81.82, and a chord bearing N 06° 12' 44" W for 81.80 feet to a point; Thence, along a curve turning to the left, having a radius of 255.91 feet, an arc distance of 43.85, and a chord bearing N 08° 33' 31" W for 43.80 feet to a point; Thence, N 19° 24' 36" W, 165.93 feet to a point; Thence, along a curve turning to the right,

having a radius of 15.00 feet, an arc distance of 14.96, and a chord bearing N 09° 09' 20" E for 14.34 feet to a point; Thence, N 37° 43' 15" E, 30.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

EXHIBIT "B"

Trail Easement Exhibit





COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Release of Performance Bond—Avery Creek Mail Kiosk

DATE: March 1, 2023

COUNCIL MEETING DATE: March 6, 2023

RECOMMENDATION

STAFF ANALYSIS

The following Letter of Credit has been requested for release:

Subdivision	Bond Type	Number	Amount
Avery Creek-Mail Kiosk	Performance	107472222	\$25,000.000

The City Engineer and Building Official have inspected this development and approved the release of the bond.

CONCURRENCES

City Engineer/Building Official

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

N/A



February 24, 2023

Holly Springs Parks and Recreation Authority
City of Holly Springs
P.O. Box 990
Holly Springs, Georgia 30142

Attention: Mr. Rob Logan, City Manager
rlogan@hollyspringsga.us

Subject: **PROPOSAL TO COMPLETE A PHASE I ESA**
3 Properties on Stringer Road
(TINs: 15N26-017, 15N26-017A, 15N26-017C)
Canton, Cherokee County, GA
Proposal No: ME-23-154-R1

Dear Mr. Logan:

Maxis Engineering, LLC (Maxis) appreciates the opportunity to submit this proposal to complete a Phase I Environmental Site Assessment (ESA) for 3 properties located on Stringer Roads, Cherokee County, Georgia hereinafter referred to as "subject properties or Properties." This proposal was prepared per Ms. Karen Lance's initial request on February 15, 2023, and revised on February 24, 2023. This proposal describes our understanding of the project, discusses the anticipated scope of services, outlines the project schedule and associated budget, and establishes our contractual agreement.

PROJECT DESCRIPTION

The subject properties consist of three land parcels including 150 Stringer Rd. (~1 acre), 220 Stringer Road (~1 acre) and the 8-acre parcel in between. The parcels appear to be developed with residential and agricultural structures. Maxis understands this due diligence is part of a potential property transaction. The scope of services associated with this proposal are outlined in the following paragraphs.

SCOPE OF SERVICES

Phase I ESA: Maxis proposes to perform a Phase I ESA in substantial accordance with the standard developed by the American Society for Testing and Materials (ASTM) entitled E1527 Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process. A revised standard practice was published in November 2013 to satisfy requirements for All Appropriate Inquiries (AAI) as per 40 CFR Part 312, to permit the User to qualify for LLPs when applicable. The AAI rule became effective November 1, 2006, such that commercial real estate transactions closing after this date must be performed in accordance with the AAI rule to qualify for LLPs.

The purpose of the Phase I ESA is to identify *recognized environmental conditions* (RECs, as defined by ASTM) in connection with the subject properties. Our approach to perform the Phase I ESA under the ASTM E1527-13 Standard Practice includes a review of the public record, interviews, a site reconnaissance, and preparation of a written report containing findings, opinions, and conclusions.



Task I – Review of the Public Records

A review of reasonably ascertainable and practically reviewable public records for the subject properties and the immediate vicinity will be conducted to characterize environmental features of the site and to identify past and present land use activities, on or in the vicinity of the site, which may indicate evidence of *RECs*. The review of the public record will include Standard Federal and State record sources in accordance with minimum search distances as specified in the ASTM Standard. One or more of the following record sources will also be utilized: aerial photos, fire insurance maps, street directories, topographic maps, or other local sources. We will also examine land title records or chain-of-title documents, if provided to Maxis by the client, in an effort to discover any evidence that would indicate past use of hazardous or petroleum products or whether the deed to the subject property contains environmental lien or activity or use limitations.

Task II – Site Reconnaissance

Site reconnaissance will be performed to identify visual signs of environmental conditions on or adjoining the subject properties, and to evaluate evidence found in reviewing the public record that might be indicative of activities resulting in hazardous substances or petroleum products being used or deposited on the subject properties. The site reconnaissance will include a walk-through of the perimeter of the properties as well as accessible interior areas of on-site structures where it is deemed safe for entry. Maxis will photograph areas of the site indicative of current and/or past use and any significant conditions or features observed.

Task III– Interviews

Interviews with appropriate local officials will be conducted to consider any local knowledge of hazardous substances or petroleum products on the subject properties or on adjacent properties. In addition, past and current property owner(s), operators, and occupants will be interviewed regarding the potential for contamination at the properties to the extent they are identified by the client and that information likely to be obtained is not redundant.

Task IV – Written Report

Upon completion of the public record review, interviews and site reconnaissance, Maxis will provide a written report documenting our findings. The conclusions will be presented in terms of the presence or absence of *RECs*. However, a conclusion of “no evidence of recognized environmental conditions” should not be interpreted as a guarantee or warranty that the subject properties are “clean” or free of all contaminants. Environmental conditions may exist on the subject properties that may not be identified through the scope of ASTM E-1527.

SCHEDULE

We are prepared to complete the aforementioned scope of services upon your authorization to proceed. Field work can be initiated within ten business days following authorization.

We anticipate the field work for the Phase I ESA can be completed in one business day. A verbal report of environmental conditions associated with the subject properties within seven to ten business days after the field work. The final report will be within twenty days following authorization.

ESTIMATED FEES

Compensation for our professional services will be on a lump sum basis. Based upon the described scope of services and the applicable unit rates, we estimate the total cost for the Phase I ESA to be **Two Thousand Seven Hundred Dollars (\$2,700.00)**.

ASSUMPTIONS & LIMITATIONS

This proposal assumes unfettered access will be available to the subject properties. The following assumptions/limitations were considered for this proposal:

- Access to the subject properties will be coordinated/provided by the Client; and
- We will not exceed the proposed budget without your authorization.

CLIENT RESPONSIBILITIES

The Scope of Services, estimated fees and schedule presented herein are contingent upon the client fulfilling the following responsibilities for the Phase I:

1. Provide the name and contact information for past and present property owner(s), operators/occupants to enable us to conduct the interviews specified in ASTM E1527-13.
2. Provide the information requested in the enclosed User Provided Information and Questionnaire Forms as specified in ASTM E1527-13.
3. Provide available reviews of recorded land title and judicial records for environmental liens or activity and use limitations.
4. Provide available copies of existing environmental reports or testing results relating to conditions at the subject properties that may be available to the client (see enclosed User Questionnaire form).

AUTHORIZATION

The attached Maxis Consulting Services Agreement (CSA) is incorporated into this proposal. We will call you to schedule the proposed scope of work once you have signed the CSA. You can mail or e-mail the signature page as your representation to Maxis that you have reviewed and accepted the proposal and the CSA. Maxis appreciates the opportunity to be of service to you. Should you have any questions regarding this proposal, please call us at (770) 694-6178.

Sincerely,

Maxis Engineering, LLC



Barry D. Holbert, P.E.
Principal

Attachments: Maxis CSA
 User Questionnaire

THIS AGREEMENT is by and between the **Client** and **Maxis Engineering, LLC (Consultant)** to perform services as set forth in the attached Consultant's Proposal and agrees as follows

TERMS AND CONDITIONS These Terms and Conditions are incorporated by reference into the Proposal (including any separately attached Fee Schedule) of consultant, for the performance of the work and services described in the Proposal (hereinafter Scope of Services) for the benefit of the Client, and together shall constitute the entire Agreement between the Consultant and Client under which the services are to be performed by Consultant for Client. In the event of any conflict between the provisions and terms of these documents, those conflicting terms shall be interpreted in accordance with the following priority: (1) Consulting Services Agreement (hereinafter Agreement), (2) Proposal (with the written words of the Proposal taking precedence over the Fee Schedule, if one is attached), and (3) any documents provided by Client even if subsequent to the date hereof.

SECTION 1: SCOPE OF SERVICES: **a** Engagement of Consultant under this Agreement includes only the services specified in the Scope of Services. **b** It is understood that the Scope of Services defined in the Proposal is based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Services may change, even as the work is in progress. In addition, Client may request additional services which will constitute a change in the Scope of Services. **c** Client waives any claim against Consultant resulting from its failure to perform recommended additional services that Client has not authorized and agreed to pay Consultant to perform.

SECTION 2: STANDARD OF CARE: **a** Consultant endeavors to perform the Scope of Services for Client with that degree of skill and care ordinarily exercised by consultants practicing in the same discipline, under similar circumstances, at the same time and location. No other representation, warranty, or guarantee, express or implied, is made or intended. **b** Client acknowledges that subsurface or other concealed conditions on, below, or about the project site may vary from those conditions encountered in specific borings, surveys or explorations performed by Consultant and that the information and recommendations developed by Consultant are based solely on the information available from such borings, surveys, and explorations.

SECTION 3: CLIENT OBLIGATIONS AND DISCLOSURES: **a** Client agrees to furnish Consultant and its subcontractors and agents the right to enter the project site and authorizations needed in order for Consultant to fulfill the Scope of Services. Client understands that Consultant will take reasonable measures to minimize damage to the project site, however the use of sampling and exploration equipment may cause some alteration which cannot be fully restored. Client also understands that the discovery of certain hazardous substances and conditions and/or the taking of preventive measures relative to these substances and conditions may result in a reduction of the value of the property upon which the substance or condition is found to exist or the preventive measures are taken. Accordingly, Client waives any claim against Consultant and its subcontractors and, to the extent permitted by law, agrees to defend, indemnify and hold Consultant and its subcontractors harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a hazardous substance or condition or the taking of a preventive measure, unless such claim is based upon the negligent performance of the services of Consultant. **b** Should Client not be the owner of the project site, then Client agrees to notify owner of the possibility of unavoidable damage or alteration to the property and obtain appropriate consents and waiver of liability satisfactory to Consultant from the owner and, to the extent provided by law, to indemnify, and hold harmless Consultant against any claims and claims related costs alleged or claimed by the owner or persons occupying the site through the owner which are related to any alteration or damage or alleged damage of any nature or type whether caused by direct or indirect action of Consultant in performing its duties hereunder. **c** Client shall notify Consultant in writing of the existence and location of any subterranean structures (pipes, tanks, cables, or other utilities, etc.) at the project site. To the extent provided by law, Client agrees to indemnify and hold harmless Consultant from all claims, losses, personal injuries, suits, and property liability including costs and attorney's fees resulting from damage or injury to subterranean structures arising from the performance of services provided by the Consultant when the existence and location of any subterranean structures are not called to Consultant's attention or the location not correctly identified in information provided the Consultant. If Consultant is requested to locate subterranean structures on the project site by Client, this service will be specifically stated in the Proposal. **d** Consultant will endeavor to schedule its activities to minimize interference with the ongoing operations and activities of Client or any third party whose property may be the subject of the Scope of Services. **e** Client shall notify Consultant of any known or suspected hazardous substances or conditions on the property upon which the Consultant's work or services are to be performed which in any way relate to or affect the Scope of Work and Consultant shall have the right to rely on the accuracy of such Client-furnished information in its agreement to perform the work and services. Such hazardous substances shall include but not be limited to any substance or condition which poses or may pose a present or potential hazard to human health or safety or an adverse impact upon the environment. Thereafter, Consultant shall take all reasonably necessary and appropriate measures to protect its employees, agents and subcontractors against possible hazards to health and safety and to prevent adverse impacts to the environment. **f** If the presence of an unanticipated hazardous substance or condition is discovered during the performance of the Scope of Work which could pose a hazard to Consultant's employees, agents and subcontractors, Consultant shall cease work and determine the necessary health and safety precautions to continue the Scope of Work. The cost of these necessary health and safety precautions shall be a charge and shall be managed in accordance with Section 1 b. **g** In no event shall Consultant be liable for indirect, incidental, special or consequential damages, including but not limited to lost profits, diminution in value, spread of existing contamination, however arising. In addition, any other provision in these terms and conditions notwithstanding, Consultant's liability for any delays or other claims associated with the services shall be limited to a refund of that portion of the price or fees paid to Consultant for the services at issue OR \$25,000.00, whichever is greater.

SECTION 4: INVOICES AND PAYMENTS: **a** Invoices will be compiled and issued as set forth in the Proposal. Client shall pay Consultant for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Proposal or herein. Invoices will be submitted by Consultant periodically, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and advise Consultant in writing of the reasons for disputing any amount within fifteen (15) days of receipt. **b** Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount. **c** Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on Consultant's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate performance under this Agreement, provided any hazardous conditions created by Consultant's previously performed services are rendered non-hazardous to Client's employees, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. **d** Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which Consultant is not involved, or upon Client's successful completion of the project. **e** The fees quoted on the Proposal and/or Fee Schedule(s) shall remain valid for a period of ninety (90) days from the date of the Proposal. **f** If Consultant determines during the performance

of the Scope of Services that the cost of completing the Scope of Services will be substantially more than any estimate made by Consultant in the Proposal, then Consultant shall promptly notify Client in writing of the reason for the increase

SECTION 5: LIMITATION OF LIABILITY: **a** The total cumulative liability of Consultant, its subcontractors, subconsultants, and all of their respective officers, directors, employees, and agents to Client arising from Services performed under this Agreement will not exceed the total fee of the Consultant or \$25,000, whichever is greater. This limitation applies to all actions, claims or lawsuits that allege errors or omissions in Services provided by Consultant, whether alleged to arise in contract, tort, warranty, or other legal theory. **b** Consultant may provide, at Client's written request, an increase to the limitation of liability in exchange for a negotiated increase in Consultant's fee. Any increase to the limitation of liability must be made in writing and signed by Client and Consultant prior to the commencement of services under this Agreement. **c** Client acknowledges by executing this Agreement that this Limitation of Liability provision has been reviewed and understands it is a material part of this Agreement.

SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS: **a** Consultant shall furnish reports as specified in the Proposal/Scope of Services to Client. These reports reflect the Services provided to Client, made available for the Client's exclusive use subject to this Agreement. These reports are not to be relied upon by any third parties unless specifically expressed in writing by Consultant. All reports, written documents, and original data collected by Consultant in performance of Services for Client shall remain the sole property of Consultant. **b** Consultant shall not publicize the performance of Services for Client in any sales brochure, resume of work, or reference list without Client's written consent. **c** Unless set forth as part of the Services or otherwise required by law, Consultant does not assume any obligation to report the results of its sampling, investigation, or analysis to any governmental authority or third party. Determining the need to report and the reporting of any hazardous substance or condition discovered as a result of Consultant's performance of the Scope of Work shall be the obligation of Client. Consultant's services are for Client and not for any other party. Client agrees that Consultant shall not be liable to any other party for the content of any reports or any work performed by Consultant and, to the extent permitted by law, shall indemnify and hold Consultant harmless from and against any and all liability related to Client providing or sharing Consultant's work with any other person or entity.

SECTION 7: INSURANCE: **a** Consultant represents that it maintains at its expense the following insurance subject to normal industry exclusions: (1) Workers Compensation insurance as required by the law of the State of Georgia; (2) Automobile Liability insurance with limits of at least \$500,000; (3) Commercial General Liability insurance with limits of \$1,000,000 per occurrence; (4) Professional Liability Insurance. **b** Insurance certificates outlining limits of coverage may be issued upon written request.

SECTION 8: RESOLUTION OF DISPUTES: **a** Consultant may pursue Client for collection of past due invoices by litigation in a court of competent jurisdiction. **b** In the event any other type of dispute occurs, the parties will attempt to settle any dispute discreetly, amicably and swiftly. To that end, the parties agree to first designate senior executives from the respective parties' companies who will meet and use their best good faith efforts to settle the dispute within ten (10) days of notice by the party raising the dispute. If this is unsuccessful, Client and Consultant agree to mediate the dispute in accordance with mediation rules of JAMS by a mediator in the Atlanta, Georgia office of JAMS. Upon one party filing a request for mediation, both parties agree to commence with mediation within sixty (60) days of the filing of the request. Costs for mediation shall be paid equally by each party. If mediation is unsuccessful, both parties agree to submit the dispute to the Atlanta, Georgia office of JAMS to be resolved under the JAMS Construction Engineering and Arbitration Rules and Procedures. The decision of the arbitrator shall be binding, in writing, and include an award of attorney's fees and costs to the prevailing party.

SECTION 9: TERMINATION: **a** Client or Consultant may immediately terminate this Agreement with cause for breach of this Agreement or when it is determined that the work or services being performed is contrary to applicable existing law. **b** Client or Consultant may terminate this Agreement for convenience (without cause) upon thirty (30) days written notice. **c** In the event of termination by either party, Consultant shall promptly render to Client a final invoice and Client shall pay Consultant for services rendered and costs incurred up to the effective date of termination, unless the termination was by Client for breach of Consultant's obligations under the Agreement (cause) and a dispute exists as to amounts due Consultant. If the termination is by Client for convenience (without cause), Consultant may include the reasonable costs of demobilizing, modifying schedules and reassigning personnel in the final invoice and Client agrees to pay all such costs.

SECTION 10: FORCE MAJEURE: **a** Consultant shall not be liable for delays in or failure to perform the Services in a timely manner when such delays or failures are caused by circumstances beyond Consultant's reasonable control, including without limitation, acts of God, acts and/or omissions of federal, state and local governmental authorities and regulatory agencies, strikes, riots, civil unrest, and war. **b** For delays caused by Client or circumstances beyond the reasonable control of Consultant, Consultant shall be given a reasonable time extension to perform the Services.

SECTION 11: INDEMNIFICATION: **a** Subject to provisions in Section 5, Consultant will indemnify and hold harmless Client and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, including reasonable attorney's fees, expert witnesses fees, and consultant fees, and court costs to the extent caused by Consultant's negligence or intentional misconduct. **b** To the extent permitted by law, Client agrees to indemnify and hold harmless Consultant and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, including reasonable attorney's fees, expert witnesses fees, and consultant fees, and court costs to the extent caused by Client's negligence or intentional misconduct. **c** Subject to provisions in Section 5, and to the extent permitted by law, Client and Consultant shall indemnify and hold harmless each other to their relative degree of fault in the event of liability arising out of their joint negligence or intentional misconduct.

SECTION 12: SEVERABILITY & SECTION HEADINGS: **a** Any provision of this Agreement later held to be unenforceable shall be deemed void, but all remaining provisions shall continue in force and shall be construed as a whole. **b** The section headings used in this Agreement are for general reference only. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

SECTION 13: ASSIGNS AND SUBCONTRACTS: **a** Neither Client nor Consultant can assign this Agreement, or associated duties and responsibilities herein, without the prior written consent of the other party. Consultant may subcontract with others without Client consent should Consultant deem it necessary or in their best interest.

SECTION 14: CHOICE OF LAW: **a** This Agreement shall be interpreted according to and governed by the laws of the State of Georgia.

SECTION 15: STATUTE OF TIME LIMITATION: a Client agrees that any applicable statute of limitation will begin on the date of substantial completion of Services performed under this agreement or the date which claimant knew or should have known of the claim.

SECTION 16: ENTIRE AGREEMENT & MODIFICATION: a This Agreement reflects the entire Agreement and supersedes all prior written or oral agreements b This Agreement may only be modified in writing, having been duly executed by authorized representatives of both Client and Consultant.

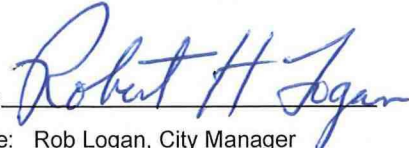
SECTION 17: CONSULTANT AND CLIENT AUTHORIZATIONS: a. This Agreement may be authorized by Client through written signature (below), email correspondence or verbal direction. Authorization indicates your acceptance in whole of the terms and conditions outlined in the Agreement

Consultant: **Maxis Engineering, LLC**
Address: 501 Hickory Ridge Trail, Ste 110
City/State/Zip: Woodstock, GA 30188

Client **Holly Springs Parks & Rec. Authority**
Address: P.O. box 990
City/State/Zip: Holly Springs, GA 30142

Signature: _____

Name/Title: Barry Holbert, Principal
Date:

Signature: 

Name/Title: Rob Logan, City Manager
Date:

Proposal No.: **ME-23-154-R1**
Proposal Date: **February 24, 2023**

PHASE I ENVIRONMENTAL SITE ASSESSMENT

QUESTIONNAIRE FOR USER

3 Properties on Stringer Road Canton, Cheorkee County, GA

In order to qualify for *Landowner Liability Protections (LLPs)*, ASTM E1527-13 specifies that the ESA User must provide the following information, if available, to the Environmental Professional. Failure to provide this information could make the ESA incomplete and the User unable to qualify for *LLPs*.

1. Are you aware of any environmental clean-up liens against the properties that are filed or recorded under federal, tribal, state or local laws? *No*
2. Are you aware of any Activity and Use Limitations (AUL's) such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, state or local laws? *No*
3. As the User of this ESA, do you have any specialized knowledge or experience related to the subject properties or nearby properties? *No*
4. Does the purchase/sales price assigned to the properties reasonably reflect the fair market value of the property? *Yes* or *No* (circle one); If not, is the lower purchase/sales price attributable to known or suspected environmental contamination?
5. Are you aware of information about the properties that would be helpful in identifying conditions indicative of contaminant releases, such as: a) past use of the properties; b) presence of specific chemicals (past or present); c) spills or chemical releases at the properties; or d) environmental cleanups that have taken place at the properties? *No*
6. As the User/Landowner of this Phase I ESA and based on your knowledge and experience of the properties, are there any obvious indicators that point to the presence or likely presence of contamination on the properties? *No*

In addition, certain other information should be provided, although not necessarily to qualify for *LLPs*, including: contact information for past and current property owners, operators and occupants; the reason for performing this ESA; and documentation showing the property address, location and boundaries.

<i>Robert H Logan</i>	<i>2/24/2023</i>
Signature	Date
<i>Robert H Logan, City Manager</i>	
Printed Name & Title	





www.bmandk.com

March 1, 2023

City of Holly Springs
Attn: Rob Logan
3234 Holly Springs Parkway
P. O. Box 990
Holly Springs, GA 30142

RE: Holly Springs Parkway- Phase 3
City of Holly Springs
Cherokee County

Dear Mr. Logan:

This is to advise that we can provide the following appraisal services as outlined below:

Parcel	Type Report	Appraisal Fee	Comments
21	388 C	\$1,800	Strip Take
21-A	388 N	\$4,500	Proximity
21-A	Septic Analysis	\$1,575	
21-A	Septic CTC	\$3,400	Only if septic impacted
23	388 N	\$4,500	Proximity
23	Septic Analysis	\$1,575	
23	Septic CTC	\$3,400	Only if septic impacted
24	388 C	\$1,800	Strip Take
24	Sign Appraisal	\$900	Class B Sign
25	388 C	\$1,800	Strip Take
26	388 C	\$1,800	Strip Take
27	388 N	\$4,500	Proximity
27	Septic Analysis	\$1,575	
27	Septic CTC	\$3,400	Only if septic impacted
27	Landscaping CTC	\$3,400	
29	388 N	\$4,500	Proximity
29	Septic Analysis	\$1,575	
29	Septic CTC	\$3,400	Only if septic impacted
29	Landscaping CTC	\$3,400	



Parcel	Type Report	Appraisal Fee	Comments
30	388 C	\$1,800	Strip Take
31	388 N	\$4,500	Proximity
31	Septic Analysis	\$3,150	2 Septic Studies (2 Houses) (\$1,575 x 2)
31	Septic CTC	\$6,800	Only if septic impacted (2 Houses) \$3400x2
32	388 C	\$1,800	Strip Take
33	388 N	\$4,500	Proximity
33	Septic Analysis	\$1,575	
33	Septic CTC	\$3,400	Only if septic impacted
34	388 N	\$4,500	Proximity
34	Septic Analysis	\$1,575	
34	Septic CTC	\$3,400	Only if septic impacted
36	388 C	\$1,800	Strip Take
36	Billboard	\$1,200	Billboard
37	388 N	\$4,500	Proximity
37	Septic Analysis	\$1,575	
37	Septic CTC	\$3,400	Only if septic impacted
38	388 C	\$1,800	Strip Take
39	388 C	\$1,800	Strip Take
40	388 C	\$1,800	Strip Take
40	Sign	\$900	Class "B" sign
46	388 C	\$1,800	Strip Take
47	388 C	\$1,800	Strip Take
47	Septic Analysis	\$1,575	
47	Septic CTC	\$3,400	Only if septic impacted
48	388 C	\$1,800	Strip Take
49	388 C	\$1,800	Strip Take
49	Sign	\$900	Class "B" sign
50	388 C	\$1,800	Strip Take -Work around sign
51	388 C	\$1,800	Strip Take
	Total	\$125,250	

Appraisal Review Fees: 388 C- \$1,000
 388 N- \$2,000



www.bmandk.com

Upon your approval we will begin the appraisal process. Please notify us once you have approved.

If you have questions regarding this issue, please contact me or Mickie McJunkin at 404-291-9577.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Clerici". The signature is fluid and cursive, with a large initial "D" and a trailing flourish.

Donald B. Clerici, P. E.
BM&K Construction and Engineering

A RESOLUTION ESTABLISHING A MORATORIUM ON THE ACCEPTANCE OF ANY NEW APPLICATIONS RELATED TO REZONING, DEVELOPMENT, OR CONSTRUCTION IN THE INTERSTATE 575 AND SIXES ROAD INTERCHANGE AREA; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE AND EFFECTIVE DATE; TO PROVIDE A PENALTY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Holly Springs, Georgia ("the City") has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same (*see, City of Roswell et al v. Outdoor Systems, Inc.*, 274 Ga. 130 (2001); *Lawson v. Macon*, 214 Ga. 278 (1958); *Taylor v. Shetzen*, 212 Ga. 101 (1955)); and

WHEREAS, the Georgia Supreme Court, in *DeKalb County v. Townsend*, 243 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals;" and

WHEREAS, the City has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Interstate 575 and Sixes Road Interchange (hereinafter referred to as the "Interchange Area" and identified more particularly by a map attached hereto as Exhibit "A") includes areas within unincorporated Cherokee County (the "County"), the City of Holly Springs, and the City of Woodstock (the "Cities") (the County and the Cities, collectively referred to as the "Parties"); and

WHEREAS, the Interchange Area has always been well positioned for success due to its strategic location- a relatively quick drive from I-75 -while also serving as a critical connector, providing essential access for Bells Ferry Road, Old Highway 5, and East Cherokee Drive. With expansive quadrants and large tracts of available acreage, anchored by a network

of local roads, the Interchange has always had a strong foundation for success; and

WHEREAS, over the past eighteen years, the Interchange Area has prospered with the construction of Class A medical office facilities, joined by quality retailers and exceptional service providers. During this time, Sixes Road and the bridge over 1-575 were expanded to four lanes, increasing capacity and enhancing traffic flow through the Interchange Area. Additionally, the managed lanes project delivered by the Georgia Department of Transportation, further cemented the Interchange Area as a critical destination; and

WHEREAS, despite the positive improvements witnessed in the Interchange Area over the past two decades, the full potential remains unrealized, largely due to the difficult access and challenging logistics affecting the southeast quadrant (North Rope Mill Road); and

WHEREAS, the County 2018 Comprehensive Plan Update identifies the unincorporated areas of the Interchange Area as Regional Center and Workplace Center, primarily oriented for large scale commercial office retail, entertainment, and recreational development, often with a residential component, as well as for the development of major employment centers; and

WHEREAS, the City of Holly Springs 2018 Comprehensive Plan Update designates the Interchange Area as Parkway Corridor and Employment, intended to provide primarily a commercial service function - retail sales, services, and offices - along with a high-density multi-family component, joined by institutional properties such as county schools as well as office parks, business/industrial parks, and government properties; and

WHEREAS, the City of Woodstock 2018 Comprehensive Plan Update identifies the portions of the Interchange Area inside the City as Workplace Center, hosting more intense commercial and industrial uses, while supporting the local economy and providing benefits to the City's tax base; and

WHEREAS, the City recognizes that the Patties share the vision of the Interchange Area becoming an employment and workplace destination anchored by quality retail uses; and

WHEREAS, the City seeks to align future land use designations and zoning districts with the City of Woodstock and Cherokee County Board of Commissioners, as appropriate, to achieve the vision for the Interchange Area; and

WHEREAS, significant transportation improvements and investment are needed in

the Interchange Area to provide connectivity and reasonable access to the southeast quadrant, while ensuring mobility between all quadrants and through the Interchange Area is maximized, providing roadway, sidewalk, and trail connections; and

WHEREAS, the City recognizes the Interchange Area will be irreparably damaged if the Parties fail to effectively plan for the future of the Interchange Area; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Holly Springs, Georgia hereby finds and authorizes the following:

Section 1. Findings of Fact

- (a) The Code of Ordinances, City of Holly Springs, Georgia ("Code"), the Development Ordinance of City of Holly Springs, Georgia ("Development Regulations"), the Zoning Ordinance of City of Holly Springs, Georgia ("Zoning Ordinance") and the 2018 Update Comprehensive Plan ("Comprehensive Plan") require further review by the City as they relate to the Interchange Area; and
- (b) Substantial disorder, detriment and irreparable harm would result to the citizens, businesses, and the Parties if the current land use regulation scheme in and for the area described in subsection (a) above in the City were to be utilized by property owners prior to a more thorough review.
- (c) The City's ongoing review and potential revision of its Code, Development Regulations, Zoning Ordinance and Comprehensive Plan requires the enactment of a limited cessation of development and building permits, and other licenses, permits or variances, with respect to the area described in subsection (a) above.
- (d) It is necessary and in the public interest to delay, for a reasonable period of time, the processing of any applications for such developments, to ensure that the design, development and location of the same are consistent with the long-term planning objectives of the City.

Section 2. Imposition of Moratorium

- (a) The City hereby enacts a moratorium on the acceptance of applications for rezoning, special use permit, variance, site plan review, land disturbance permit, building permit and any other applications or permits related to any new development or construction projects

within the Interchange Area.

- (b) The duration of this moratorium enacted herein shall be until an area plan is completed for the Interchange Area, which includes recommendations for transportation improvements, comprehensive plan revisions, and zoning district amendments, joined by adopted revisions to the Code, Development Regulations, Zoning Ordinance or Comprehensive Plan related to the Interchange Area, or until ~~40~~180 days has elapsed from the adoption of this Resolution, whichever first occurs. This moratorium may also be extended by the City.
- (c) This moratorium shall have no effect upon any applications submitted within six (6) months prior to the enactment of this moratorium related to rezoning, special use permit, variance, site plan review, land disturbance permit, or building permit. The provisions of this Resolution shall not affect the issuance of permits or site plan reviews that have received preliminary or final approval by the City.
- (d) As of the effective date of this Resolution, no applications for development or permits or for any other purposes related to the Interchange Area described in subsection (a) or (b) above shall be accepted by any agent, employee or officer of the City with respect to any property in the Interchange Area, and any application so accepted for filing, and any permit purportedly issued as a result thereof will be deemed in error, null and void and of no effect whatsoever and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such permit shall be unreasonable.
- (e) This moratorium shall be effective as of the date of adoption of this Resolution.

Section 3. Intent

- (a) It is hereby declared to be the intention of the City that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the City to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the City that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. It is hereby further declared to be the intention of the City that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

- (b) In the event that any phrase, clause, sentence, paragraph or section of this Resolution 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 City 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 Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. Conflicting Parts/ Miscellaneous

All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of such conflict, hereby repealed. The preamble of this Resolution shall be and is hereby incorporated by reference as if fully set out herein. This Resolution shall be effective on the date of its approval by the City Council of the City of Holly Springs, Georgia.

SO RESOLVED, APPROVED, AND ADOPTED this 6th day of ~~February~~March, 2023

Steven Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

March 6, 2023

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.

