



City of Holly Springs

Date: Monday, March 4, 2019

Location: 3235 Holly Springs Pkwy

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

“Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007.”

III. INVOCATION

IV. PUBLIC COMMENTS

V. NEW BUSINESS

- A. Discuss proposal from NOVA Engineering and Environmental, LLC (NOVA)
Presented By: Robert H. Logan, City Manager
- B. Discuss electing two voting delegates to the Cherokee Municipal Association
Presented By: Robert H. Logan, City Manager
- C. Discuss A-01-2019, request to annex 2.66 +/- acres and deannex .25 +/- acres located off of Riverside Way, Cherokee County, GA, tax parcels 084, 085, & 086 of tax plat 15N16
Presented By: Nancy Moon, Community Development Director
- D. Discuss MA-01-2019, request to rezone 13.9 +/- acres located off of Riverside Way, Cherokee County, GA, tax parcels 084, 085, & 086 of tax plat 15N16, from TND, R-40, Traditional Neighborhood Development/Single Family Residential Estate (County) to TND, Traditional Neighborhood Development (City)
Presented By: Nancy Moon, Community Development Director
- E. Discuss ORD-01-2019, proposed text amendment to the Holly Springs Zoning Ordinance, Article 10, Signs and Outdoor Advertising, changes to lighting regulations
Presented By: Nancy Moon, Community Development Director

- F. Discuss ORD-02-2019, proposed text amendment to the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, changes to lighting regulations regarding signage
Presented By: Nancy Moon, Community Development Director
- G. Discuss ORD-03-2019, proposed text amendment to the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, revise Model Zoning District boundaries
Presented By: Nancy Moon, Community Development Director
- H. Discuss ORD-04-2019, proposed text amendment to the Holly Springs Zoning Ordinance, Article 4, Establishment of District Boundaries: The Official Holly Springs Zoning Map, Adopted Policy Maps, clarify description of district boundaries, delete Future Land Use Map
Presented By: Nancy Moon, Community Development Director
- I. Discuss ORD-05-2019, proposed text amendment to the Holly Springs Zoning Ordinance, Article 2, Interpretations and Definitions, delete Future Land Use Map definition
Presented By: Nancy Moon, Community Development Director
- J. Discuss ORD-06-2019, proposed adoption of the Official Holly Springs Zoning Map
Presented By: Nancy Moon, Community Development Director
- K. Discuss amendment to the Main Street District map
Presented By: Nancy Moon, Community Development Director
- L. Discuss ORD-08-2019, proposed Administrative Fee for Permit Amendments
Presented By: Nancy Moon, Community Development Director

VI. REPORTS

VII. ADJOURNMENT

**Special Called Meeting
Agenda
(immediately following the Work Session)**

- I. CALL TO ORDER
- II. NEW BUSINESS
 - 1. Approve/deny proposal from NOVA Engineering and Environmental, LLC (NOVA), Proposal Number 002-30198969, Waste Disposal Services and Disposal Coordination at 362 Stringer Road
 - 2. Approve/deny electing two voting delegates to the Cherokee Municipal Association

III. EXECUTIVE SESSION

- Litigation
- Real Estate

IV. ADJOURNMENT



February 25, 2019

CITY OF HOLLY SPRINGS
P.O. Box 990
Holly Springs, Georgia 30142

Attention: Mr. Robert H. Logan, CPA, CGMA
City Manager/Finance Director

Subject: Proposal to Perform Waste Disposal Services
and Disposal Coordination
FORMER CAGLE FAMILY FARM SITE
Canton, Cherokee County, Georgia
NOVA Proposal Number 002-30198969

Dear Mr. Logan:

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal to provide environmental services for the Former Cagle Family Farm Site located in Canton, Cherokee County, Georgia. This proposal summarizes our understanding of the project, describes our approach to the work, and presents our cost estimate and schedule.

PROJECT INFORMATION

NOVA understands that the City of Holly Springs (CLIENT) requires Waste Characterization and Disposal Coordination at the Former Cagle Family Farm Site located at 362 Stringer Road in Canton, Cherokee County, Georgia (the "Subject Property"). The Subject Property is east of Stringer Road and north of Hickory Road. The Former Cagle Family Farm Site is located in the northwest corner of the Subject Property and includes approximately fifteen (15) structures and three (3) former grain silos. Cagle Lake is located at the eastern border of the Subject Property. According to the Cherokee County Geographical Information System (GIS) database, and the information received from Mr. Logan, the Subject Property includes four (4) separate parcels identified as Parcel Numbers 15N26-027, 15N26-027A, 15N26-027B, and 15N26-027D.

NOVA conducted a Phase I Environmental Site Assessment (ESA) for the Subject Property dated June 7, 2016 (NOVA project number 3016047) that identified the following on-site Recognized Environmental Conditions (RECs) in connection with the Subject Property:

- The approximately 1,000-gallon Above Ground Storage Tank (AST), automotive/equipment repair area, and stained soil located adjacent to the east of Structure #9.

- The two (2) oil ASTs and associated staining located in the southwestern portion of Structure #7.

The Phase I ESA also identified the following on-site Business Environmental Risk (BER) in connection with the Subject Property:

- Approximately fifty-seven (57) 55-gallon drums were observed on the Subject Property.

Based on the potential for impacted soil and groundwater at the Subject Property from the referenced RECs, NOVA conduct a Limited Phase II ESA on the Subject Property dated July 26, 2016 (NOVA project number 3016047) to assess the potential impacts to soil and groundwater on the Subject Property. This assessment identified Total Xylenes and Acetone in soil at approximately 1-2 feet below ground surface (bgs) in the area of the approximately 1,000-gallon AST. The detected concentration of Total Xylenes was below applicable regulatory thresholds. The detected Acetone is believed to represent a laboratory relic originating from the laboratory's use of isopropyl alcohol or a product of the oxidation of organics in the soil as a result of the sodium bisulfate sample preservation technique. Chloroform was detected in a groundwater sample collected from the area of the two (2) oil ASTs. The Chloroform detection is believed to be a product of a municipal water line leak, as chloroform can be formed during the break-down of chlorine containing compounds and may be found in small amounts in chlorinated drinking water.

In preparation for the demolition of the existing on-site structures and debris removal, the Client has requested that NOVA characterize the on-site waste chemicals left behind by the former occupants and assist with the coordination of waste disposal.

SCOPE OF SERVICES

Task 1 – Waste Disposal, Labor, Supplies and Transportation

NOVA proposes to retain Clean Harbors Environmental Services, Inc. (Clean Harbors) for the transportation and disposal of the waste streams identified at the Subject Property. Clean Harbors provided waste characterization services at the Subject Property on February 20, 2019 to observe the on-site waste chemicals and determine the cost of removal, transport, and disposal. The waste stream characterization revealed a total of twenty-six (26) empty 55-gallon drums; twenty-three (23) 55-gallon drums containing various specification oils, bases and semi-solids; seven (7) 85-gallon drums of various specification oils; two (2) lead-acid batteries; one (1) cylinder of acetylene; and two (2) containers of refrigerant gases. The scope of work for this task is limited to the transportation and disposal of the aforementioned waste containers observed at the Subject Property on February 20, 2019. The transport and disposal of additional waste containers will be conducted as a separate additional task.

Task 2 – Waste Disposal Coordination and Oversight

NOVA proposes to provide services associated with the coordination of waste disposal including the preparation of waste profiles for appropriate disposal facilities. NOVA will also provide oversight of the waste disposal field operations and manifesting.

COMPENSATION

Based on the above information, we propose to perform our services on a lump sum (LS) and time and materials (T&M) basis as specified below:

Task 1–Waste Disposal, Labor, Supplies and Transportation (Lump Sum).....\$24,750.00
Task 2–Waste Disposal Coordination and Oversight (T&M)Estimate/8-hour day \$700.00

If changed assumptions and/or conditions are encountered at the site and/or additional work is recommended, you will be contacted and we will provide an amended scope of services and cost estimate for approval. Authorized compensation will not be exceeded without prior approval. Additional services authorized by the Client will be performed in accordance with the attached schedule of fees.

SCHEDULE

We will provide the Waste Disposal Report within two (2) weeks of the completion of field work. If you require a faster turnaround, please let us know and we will make every effort to meet your timeline.

AUTHORIZATION

This proposal is an agreement for our services defined herein and is valid for a period of ninety (90) days from the date of issuance. It was prepared specifically for the Client and its designated representatives and may not be provided to others without NOVA's express permission. The person authorizing this proposal on behalf of the Client does hereby warrant that they have full authority to do so.

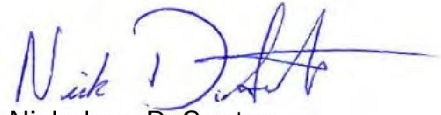
To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement (please check each authorized service) and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Exceptions to this proposal, and/or special requirements not covered in this proposal should be listed on the Proposal Acceptance Sheet. Please note that the final report cannot be issued without formal, written authorization.

NOVA appreciates the opportunity to offer our services on the Subject Project. Please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA Engineering and Environmental, LLC



Keith Rice, P.G.
Senior Professional Geologist



Nickolaus DaSantos
Business Unit Manager
Environmental Services

Attachments: Professional Services Agreement
General Terms and Conditions

NOVA ENGINEERING AND ENVIRONMENTAL, LLC
PROFESSIONAL SERVICES AGREEMENT

DATE: February 25, 2019	PROPOSAL NO.: 002-30198969
<u>PROJECT NAME AND ADDRESS</u> Waste Disposal Services and Disposal Coordination FORMER CAGLE FAMILY FARM SITE Canton, Cherokee County, GA	<u>CLIENT NAME AND ADDRESS</u> CITY OF HOLLY SPRINGS P.O. Box 990 Holly Springs, Georgia 30142 Attn: Mr. Robert H. Logan E-mail: rlogan@hollyspringsga.us Phone: 770.880.9500
<u>ACCEPTED</u>	
TASK 1 – WASTE DISPOSAL, LABOR, SUPPLIES AND TRANSPORTATION (LUMP SUM) \$24,750.00 ☐ TASK 2 – WASTE DISPOSAL COORDINATION/OVERSIGHT (T&M) ESTIMATE/8-HOUR DAY \$700.00 ☐	

All work will be in accordance with NOVA's General Terms and Conditions attached hereto. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this professional service agreement and attached proposal or fax to (770) 425-1113.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Federal ID # or Social Security #

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 (Exc. FL)

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Georgia law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Cobb County, Georgia, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC

GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is a State, City, County or other municipal entity, then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity under State or local statutes and otherwise. Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of State or local law.

NOVA EMPLOYEES: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

CC: City Clerk
Public Information

SUBJECT: Discussion of the following:

A-01-2019, applicant requests annexation of 2.66 +/- acres located off of Riverside Way, Cherokee County, GA, tax parcels 084, 085, & 086 of tax plat 15N16

MA-01-2019, applicant requests rezoning of 13.9 +/- acres located off of Riverside Way, Cherokee County, GA, tax parcels 084, 085, & 086 of tax plat 15N16, from TND, R-40, Traditional Neighborhood Development/Single Family Residential Estate (County) to TND, Traditional Neighborhood Development (City)

DATE: March 1, 2019

COUNCIL MEETING DATE: March 4, 2019

STAFF ANALYSIS

Applicant, Bernie Smith, Smithton Homes, LLC, has requested annexation of 2.66+/- acres located on Riverside Way, tax parcels 084 (partial), 085 (partial) and 086 (partial) of tax plat 15N16. A portion of these parcels was annexed previously as shown on the location map. A strip through the development was left to provide contiguity to county property due to the inability to annex parcel 084. Since that zoning was approved, this parcel became available and is now proposed to be annexed along with the property that was not previously annexed. A portion of parcel 084 shall remain in the county and a portion of parcels 085 and 086 will be deannexed (applicant has applied for deannexation with the county, approximately 0.25 acres) to provide a 10' strip to access to parcel 083 of tax plat 15N16 to avoid the creation of an island of unincorporated Cherokee County property. This strip runs along the southern border of the property and does not impact homes that would be partially in the City and partially in the County if a strip had been left in the middle.

The applicant has also requested rezoning of approximately 13.9+/- acres, from R-40 (County), Single Family Residential and TND (City), Traditional Neighborhood Development to TND (City), Traditional Neighborhood Development. The property is located on Holly Springs Parkway, tax parcels 084 (partial), 085 (partial) and 086 (partial) of tax plat 15N16.

The property was previously approved for 76 fee simple single-family residential townhome dwelling units at a density of 7.0 units per acre (11.516+/- acres). The current proposal will consist of 99 single-family detached dwelling units with the same proposed density of 7.0 units per acre over the whole acreage (14.11+/- acres) and 7.1 units per acre for just the portion of the property within the City (13.9+/- acres). A conceptual site plan has been provided showing the proposed development. A rendering of the proposed development is included within the packet. Proposed facades consist of brick, stone, stacked stone, cedar shake, and Hardi-plank. The proposed start date is June, 2019, with an expected completion date of June, 2021. In addition, they have requested the minimum lot size to be reduced to 1,800 square feet, front setback to be reduced to 5 feet with a 20' driveway, setback from Holly Springs Parkway to be reduced to 15', building line width to be reduced to 24', minimum lot

frontage to be reduced to 22', minimum lot depth to be reduced to 75', maximum lot coverage to be increased to 65% and the distance between buildings to be reduced to 3 feet.

A. Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	GC	NORTH:	Proposed Commercial
SOUTH:	TND	SOUTH:	Riverside
EAST:	HDMFR R-40 (County)	EAST:	Fox Creek SFR
WEST:	R-20 (County)	WEST:	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?

Surrounding development in the area includes single family residential, commercial, and proposed commercial uses. The proposed use as single-family development would be compatible with the variety of uses in the surrounding area, as well as, provide a different alternative for housing.

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

The development of this property should not cause a substantial adverse effect on adjacent or nearby properties with regards to existing uses or usability. Surrounding development is mixed with both commercial and residential uses.

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

The property, as currently zoned, would be allowed to develop with those uses associated with the R-40 and TND zoning districts.

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?

This request will generate some additional traffic and use of utilities. A left turn lane and deceleration lane are proposed for this project.

The Cherokee County School District (CCSD) has estimated that approximately 29 students could impact the school system requiring 2 additional classrooms at a cost of \$39,919 or \$404 per unit. The report is attached.

A letter from the CCWSA indicates that there is adequate water and sewer capacity (see attached letter).

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)?

The Future Development Map identifies this property with the character area of Parkway Corridor. This character area follows Holly Springs Parkway and also encompasses land around interchanges of I-575. The Parkway Corridor is intended to provide primarily a commercial service function, i.e. retail sales, services, and offices, while maintaining quality development standards and sensitive transition to the Holly Springs Town Center. It also includes a high-density multi-family residential component. Its application is with existing and new commercial and high density multifamily residential uses.

The majority of this property was zoned TND and planned for development prior to the adoption of the comprehensive plan on October 15, 2018.

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?

The proposed development, consisting of a dense single-family detached product, provides a needed housing alternative for this area. Furthermore, the proposal is in compliance with the vision and objectives of the Community Agenda, primarily as follows:

- a) **Residential Uses. Use the character areas and the Future Development Map (FDM) to guide residential growth, steering appropriate densities to suitable locations. (8.1, #3)**
- 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) **Density. Consider increased residential densities for property adjacent to arterials and urban collectors. As properties are distanced further from arterials, urban collectors, and more intense uses, residential densities should decrease. (8.1, #8)**
- d) **Annexation. Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (8.1, #9)**
- e) **Architectural Requirements. Utilize the adopted architectural requirements for the various character areas of the city, seeking to refine and enhance these requirements, as needed. Consistently enforce architectural regulations to promote a uniform and harmonious quality of development within respective character areas. (8.1, #11)**
- f) **Environmentally Sensitive Areas. Encourage development to use environmentally sensitive areas as buffers between differing land uses where appropriate. (8.1, #15)**
- g) **Housing Options. Promote an adequate range of safe, affordable, inclusive, and resource efficient housing in the community. This may be achieved by encouraging**

development of a variety of housing types, sizes, costs, and densities in each neighborhood; promoting programs to provide housing for residents of all socio-economic backgrounds, including affordable mortgage finance options; instituting programs to address homelessness issues in the community; or coordinating with local economic development programs to ensure availability of adequate workforce housing in the community. (8.2, #1)

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?

Commercial and residential development projects have increased within this area in the past few years. The location of this development with its proximity to commercial development, as well as, existing townhome and single-family residential development provides a transition to less dense single-family housing.

C. Cherokee County Comments

Cherokee County did not object to the annexation. County staff “noted that this proposal is consistent with the County Future Development Map due to the density/intensity.” County Fire and Emergency Services had four issues with regards to the 3-foot separation between structures. Most of them involved just following code; however, the main area of concern is allowing cedar shake to be used on the exterior of the homes. This concern could be mitigated by requiring the shake to be of cementitious material, i.e. HardiShake. The County approved the deannexation of the 10’ strip on the southern portion of the property with the request that the strip be rezoned to R-40 and that the 10’ strip be located in the common open space of the subdivision. The complete report is included within this packet.

D. Planning and Zoning Commission

The Planning and Zoning Commission conducted a public hearing on February 14, 2019. Public Comments concerned increased traffic and the location of the entrance. P&Z voted to recommend **APPROVAL** (5-0) of the Annexation and **APPROVAL** (5-0) with staff stipulations of the Rezoning requests.

E. Summary

The proposed use should provide an alternative housing option as employment opportunities within Cherokee County increase. Impact to the school from this development should be minimal with only 99 units planned for development. This project should provide an adequate transition from the commercial uses of the Kroger shopping center and surrounding commercial uses to the single-family residential of Riverside subdivision.

F. Staff Recommendation

Staff recommends **APPROVAL** of the **ANNEXATION** of 2.66+/- acres.

Staff recommends **APPROVAL** to rezone 0.25+/- acres (property to be deannexed), to **R-40, Residential Estate** with the following stipulation:

1. This property shall be designated as part of the common open space portion of the subdivision and shall be not be included in any individual residential lots.

Staff recommends **APPROVAL** to rezone 13.9+/- acres, to **TND, Traditional Neighborhood Development** with the following stipulations:

1. A master association shall be formed which shall include all component parts of the project. The master association shall be responsible for the oversight, upkeep, and maintenance of the entrance areas, amenity areas, common areas, open space areas, other common recreational areas and the like contained within the community.
2. The master association to be formed hereunder shall have architectural design regulations which shall control and coordinate all principal and accessory buildings within the project, as well as items such as project entrance signage, signage for individual units, signage within amenity areas, common areas, open space areas, other common recreational areas and the like to protect and maintain the quality and integrity of the development.
3. All restrictive covenants and association documents shall be submitted for review by the Community Development Director prior to final plat approval.
4. Density shall be limited to a maximum density of 7.1 units per acre, or a maximum of 99 fee simple single-family detached residential dwelling units.
5. The lot size shall be a minimum of 1,800 square feet. The front setback may be reduced to 5 feet. All driveways shall be a minimum of 20'. The setback from Holly Springs Parkway shall be reduced to 15'. The building line width may be reduced to 24', minimum lot frontage may be reduced to 22', and the minimum lot depth may be reduced to 75'. The minimum distance between buildings may be reduced to 3 feet. The maximum lot coverage may be increased to 65%.
6. Signage at the entrance point shall be ground based, monument style and in compliance with Article 10, Signs and Outdoor Advertising. The entrance areas shall be professionally designed, landscaped and maintained. All project signage will be consistent with the architectural design regulations established for the principal and accessory buildings within the project as established by the master association.
7. The architectural style shall be of craftsman type and the exterior facade shall consist of brick, stone, stacked stone, cementitious shake type and/or Hardi-plank and combinations thereof. No vinyl siding shall be permitted.
8. Gutters shall blend with the architectural style of the buildings, consistent with the master covenants as established by the master association.
9. 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.

10. Owner/developer shall coordinate with the Community Development Director and the City Arborist regarding open space, recreation areas, and landscaping.
11. Entrance design improvements to Holly Springs Parkway shall be provided as per determination and recommendation of the City Engineer.
12. Sidewalks, decorative street lamps, and curb and gutter shall be installed along the road frontage of Holly Springs Parkway and Riverside Way, as applicable, and shall conform to the design of the Holly Springs LCI Project 0008961, Pedestrian Improvements, as well as, the requirements of the Holly Springs Parkway District, as stated in Article 19, Design Guidelines for Model Zoning District. In addition, a speedtable/crosswalk shall be installed along Riverside Way, with the location/specifications to be approved by the City Engineer.
13. Development shall follow the design guidelines as outlined in the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts.
14. As requested by the Cherokee County School District, the developer shall provide a School Mitigation Fee of \$404 per unit constructed and such fee shall be paid prior to the issuance of each building permit.

CONCURRENCES

Planning Commission

FISCAL IMPACT

N/A

ALTERNATIVES

Denial

ATTACHMENTS

Application
Location Map

**A-01-2019
MA-01-2019
Location Map
Annexation Request
Rezoning Request**



0 250 500 750 1,000
Feet

**Parcel Requesting Rezoning
(Outlined In Green)**

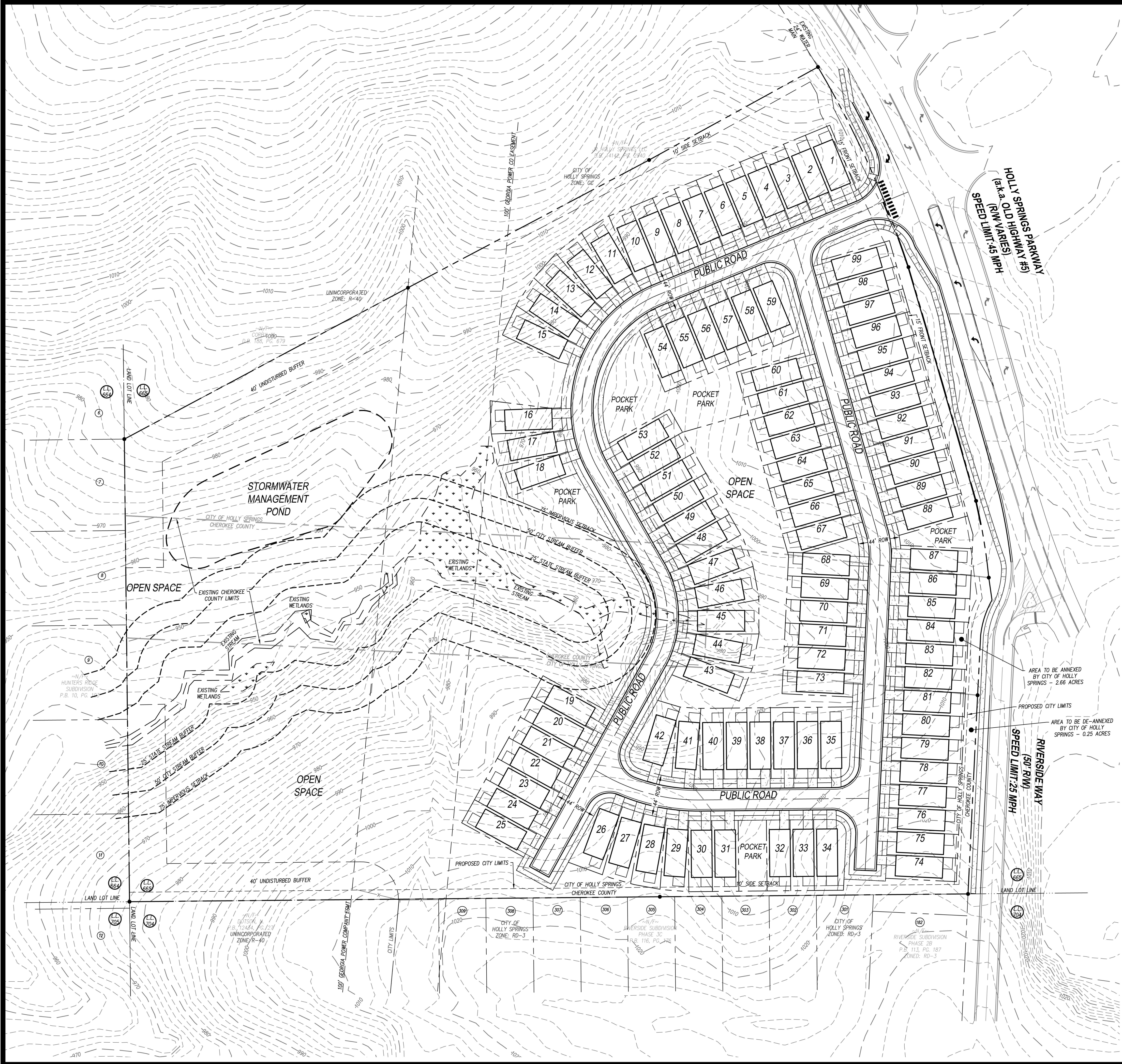
**Parcel Requesting Rezoning & Annexation
(Outlined In Red)**

**10' Strip to be left in county/Deannexed
(Outlined In Blue)**

Holly Springs Zoning 2019

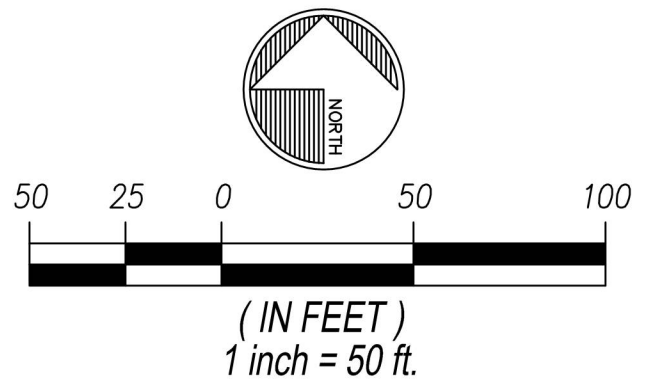
- AG- Agricultural
- R-40- Single Family Residential Estate
- R-20- Single Family Residential
- RD-20- Single Family and Duplex
- RD-3- Single Family Residential
- PUD- Planned Unit Development
- TND- Traditional Neighborhood Development

- PDR- Planned Development Residential
- HDMFR- High Density Multi-Family Residential
- GC- General Commercial
- NC- Neighborhood Commercial
- OI- Office Institutional
- GV- Governmental
- LI- Light Industrial
- MXD- Mixed Use Overlay
- Parcels
- Roads



DEVELOPMENT SUMMARY		
ZONING		
EXISTING ZONING	PD-TND/R-40	
PROPOSED ZONING	PD-TND	
AREA		
TOTAL SITE AREA	14.11 ACRES	
AREA (CITY OF HOLLY SPRINGS)	13.90 ACRES	
AREA (CHEROKEE COUNTY)	0.21 ACRES	
OPEN SPACE PROVIDED (CITY)	7.09 ACRES (50%)	
OPEN SPACE REQUIRED (CITY)	2.82 ACRES (20%)	
POCKET PARK PROVIDED	0.28 ACRES	
POCKET PARK REQUIRED	0.28 ACRES	
DENSITY		
NUMBER OF UNITS	99 UNITS	
PROPOSED DENSITY	7 UNITS/ACRE	
MAXIMUM DENSITY ALLOWED	7 UNITS/ACRE	
RIGHT OF WAY	44 FEET	
MAXIMUM BUILDING HEIGHT	45 FEET	
LOT DIMENSIONS		
MINIMUM LOT SIZE	1,800 SQUARE FEET	
MINIMUM WIDTH AT BUILDING LINE	24 FEET	
MINIMUM LOT FRONTAGE	22 FEET	
MINIMUM LOT DEPTH	75 FEET	
MAXIMUM BUILDING COVERAGE PER LOT	65%	
SETBACKS		
FRONT	5 FEET	
SIDE	0 FEET/3 FOOT BUILDING SEPARATION	
REAR	5 FEET	
PERIMETER SETBACK	15 FEET FROM HOLLY SPRINGS PARKWAY	
MINIMUM DRIVEWAY DEPTH	20 FEET	

24 HOUR CONTACT:
BERNIE SMITH
770.652.0044



RIDGE PLANNING AND ENGINEERING
1290 KENNESTONE CIRCLE - BLDG A
SUITE 200 - MARIETTA, GA 30066
OFFICE 770.938.9000

LAND PLAN
RIVERSIDE TOWNHOMES
LAND LOTS 665 & 704
15TH DISTRICT
CHEROKEE COUNTY /
CITY OF HOLLY SPRINGS, GEORGIA

OWNER/DEVELOPER
BERNIE SMITH
MANOR RESTORATIONS
4763 TOWNSHIP CHASE
MARIETTA, GA 30066
770.652.0044

GSWCC CERTIFICATION NUMBER: 36629
EXPIRATION DATE: 08.01.2018



REVISIONS

1/10/2019-REVISE ZONING PLAN

ZONING PLAN

Z100



A-01-2019

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: 1/7/2019

Applicant's Name: Bernie Smith

Corporation Name: Smithton Homes LLC

Mailing Address: 4763 Township Chase, Marietta, Ga 30066

Phone: 770-652-0044

Email: bsmith@masterworksatlanta.com

PROPERTY OWNER INFORMATION

Property Owner(s): Mary Padgett Turner & Deitra Obryan Turner
Smithton Homes LLC

Mailing Address: 260 Taylors Farm Dr, Canton, GA 30115
2327 Henry Scott Rd, Ball Ground, GA 30107

Phone: 4763 Township Chase, Marietta, GA 30066
770-652-0044

Email: bsmith@masterworksatalanta.com

PROPERTY INFORMATION

15N16-084 and 086
Tax Map #: 085 Parcel #: 15-0665-0042 and 15-0665-0015

Land Lot(s)/District: 0665/15

Physical Address: 577 Payne Dr, Woodstock, GA 30188

Property Location Description: At the corner of Riverside Way and
Holly Springs Pkwy

Current Zoning: R40

(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).

We are combining this with the surrounding property which
we annexed and zoned last year for a TND. We tried to include
this outparcel and could not get the owners to sell until now.
This will be TND and will clean up the corner by including this
parcel.

(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.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Bernie Smith

Applicant Name (Please Print)

Smithton Homes

Corporation Name (Please Print)

Applicant Signature

Manager

Title (Please Print)

1/7/2019

Date

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

Marymichelle Padgett Turner

Property Owner Name (Please Print)

Mary Michelle Padgett Turner

Property Owner Signature

1-7-19

Date

Deitra Lynn O'Bryan Turner

Property Owner Name (Please Print)

Deitra Lynn O'Bryan Turner

Property Owner Signature

1-7-19

Date

BERNIE SMITH

Property Owner Name (Please Print)

Property Owner Signature

Ruth Smith

Notary (form must be notarized)



Received by:

Nancy Moon

City of Holly Springs, Georgia

Date:

1/28/2019



1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

[illegible]

And the said part V. of the first part for: "AND, heirs, executors and administrators, with power and authority to defend the right and title to the above described property unto the said part V. of the said part I. of the said deed, against the claims of all persons whomsoever."

Signed, sealed, and delivered in presence of:

7-16 ✓

DEED BOOK:14235 PG:1903 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045024**Rec: \$14.00 TRANSFER TAX \$500.00****Patty Baker, Clerk of Superior Court - Cherokee County, GA**

Return to:
Brochstein & Bantley, P.C.
3495 Piedmont Road, N.E.
Eleven Piedmont Center, Suite 330
Atlanta, GA 30305

BB # 11719814

ADMINISTRATOR'S DEED

STATE OF GEORGIA**COUNTY OF Fulton**

THIS INDENTURE, made this 15th day of December, 2017, between **Donna Papazian, as Administrator of the Estate of Joyce Sue Turner Dobson**, late of the State of Georgia, County of Cherokee, deceased, party of the first part, (hereinafter called "Grantor") and **Smithton Homes, LLC**, party of the second part, (hereinafter called "Grantee") the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

That pursuant to and in conformity with the power and authority granted in an Order of the Probate Court of Cherokee County, Georgia, entered after due and proper notice of application therefore by publication as required by law, and after all requirements of law had been fully complied with, the said Grantor having been authorized to sell, at private sale, to the Grantee named herein, for the consideration hereinafter set forth, Grantor for and in consideration of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)** in hand paid at and before the sealing and delivery of the presents does grant, bargain, sell and convey unto the said Grantee the following described property:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said grantee forever, in as full and ample a manner as the same was held, possessed and enjoyed, by the deceased in his/her lifetime.

DEED BOOK:14235 PG:1904 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045024

Rec: \$14.00 TRANSFER TAX \$500.00

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

IN WITNESS WHEREOF, the grantor herein has hereunto set hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Michelle K. Brochstein

NOTARY PUBLIC,

My Commission expires: _____

Donna Papazian (SEAL)
Donna Papazian,
As Administrator of the Estate of Joyve Sue Turner Dobson

DEED BOOK:14235 PG:1905 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045024

Rec: \$14.00 TRANSFER TAX \$500.00

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

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 665, District 15, Section 2, City of Holly Springs, Cherokee County, Georgia; and being more particularly described as follows:

Beginning at the southwest corner of Land Lot 665, said corner also being common to Land Lots 664, 704 and 705 and being the Point of Beginning;

Thence traveling along the west line of Land Lot 665, said line being common to Land Lot 664, north 00 degrees 38 minutes 35 seconds west for a distance of 489.94 feet to a 1" open-top pipe found; thence leaving said Land Lot Line north 61 degrees 54 minutes 48 seconds east for a distance of 340.49 feet to a 1/2" rebar found; thence north 62 degrees 05 minutes 41 seconds east for a distance of 288.92 feet to a point; thence north 61 degrees 09 minutes 07 seconds east for a distance of 204.21 feet to a 1/2" rebar found on the westerly right of way of Holly Springs Parkway (R/W varies); thence traveling along said right of way the following three (3) courses and distances; along a curve to the right with an arc length of 233.05 feet and a radius of 1079.13 feet, being subtended by a chord of south 24 degrees 21 minutes 01 seconds east a distance of 232.60 feet to a point; thence along a curve to the right with an arc length of 257.77 feet and a radius of 16632.79 feet, being subtended by a chord of south 16 degrees 07 minutes 22 seconds east a distance of 257.77 feet to a point; thence along a curve to the right with an arc length of 82.35 feet and a radius of 630.08 feet, being subtended by a chord of south 09 degrees 22 minutes 02 seconds east a distance of 82.29 feet to a point; thence leaving said right of way north 87 degrees 03 minutes 02 seconds west for a distance of 300.00 feet to a point; thence south 02 degrees 56 minutes 58 seconds west for a distance of 125.00 feet to a point; thence south 87 degrees 03 minutes 02 seconds east for a distance of 294.57 feet to a 1/2" rebar found on the westerly right of way of Payne Drive (50' R/W); thence traveling the westerly right of way of Payne Drive south 02 degrees 44 minutes 59 seconds west for a distance of 210.67 feet to a point on the south line of Land Lot 665; thence leaving said right of way and traveling along said Land Lot Line south 89 degrees 28 minutes 05 seconds west for a distance of 326.35 feet to a point; thence continuing along said Land Lot Line south 89 degrees 28 minutes 05 seconds west for a distance of 561.69 feet to the Point of Beginning. Said tract or parcel of land contains 13.253 acres and is depicted as Tracts 2 and 3 on that certain retracement survey for Ridge Planning prepared by Landpro Surveying and Mapping, Inc.; sealed and certified by James H. Rader, GRLS No. 3033; dated July 24, 2017.



DEED BOOK:14235 PG:1906 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045025

Rec: \$14.00 TRANSFER TAX \$0.00

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

Return Recorded Document to:
Brochstein & Bantley, P.C.
3495 Piedmont Road, N.E.
Eleven Piedmont Center, Suite 330
Atlanta, GA 30305

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF Fulton

THIS INDENTURE, made the 14th day of December, 2017, between Donna Papazian, administrator of the estate of Joyce Sue Turner Dobson of the County of Cherokee, and State of Georgia, as party of the first part, hereinafter called Grantor, and Smithton Homes, LLC of the County of Cherokee, and State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLARS (\$1.00)** and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

See Exhibit "A" attached hereto and made a part hereof
(hereinafter referred to as the "**Land**").

For the same consideration, Grantor hereby conveys unto Grantee, all interest, if any, of Grantor in strips and gores between the Land and abutting properties and any land lying in or under the bed of any street, alley, road or right of way, open or proposed, abutting or adjacent to the Land (all of said Land and interest being collectively referred to as the "**Property**").

The purpose of this deed is to convey any and all interest of the Grantor in and to the described Property.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

DEED BOOK:14235 PG:1907 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045025

Rec: \$14.00 TRANSFER TAX \$0.00

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

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

Signed, sealed and delivered in the presence of:

Witness

Michael A Brochstein
Notary Public



Donna Papazian (SEAL)
Donna Papazian, administrator of the estate
of Joyce Sue Turner Dobson

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

**DOCUMENT PREPARATION ONLY
QUIT-CLAIM DEED**

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE, made the 28th day of January, in the year two thousand and nineteen,
between

TONY LAMAR TURNER and MICHAEL ANTHONY TURNER

as party or parties of the first part, hereinafter called Grantor, and

MARY MICHELLE PADGETT and DEITRA LYNN O'BRYAN

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

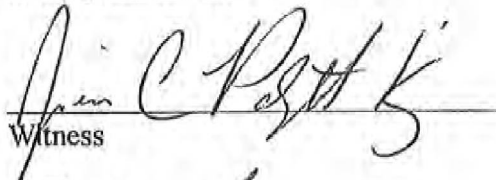
WITNESSETH: That Grantor for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit-claim to Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in the following described real property, to-wit:

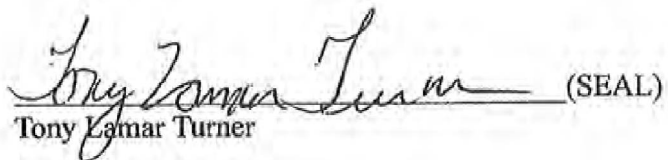
ALL THAT TRACT or parcel of land lying and being in Land Lot 665 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein for a complete legal description.

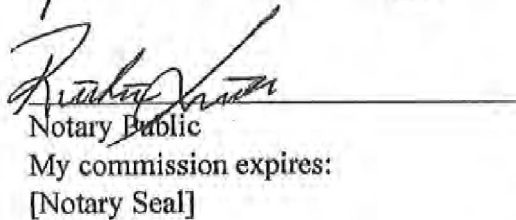
TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by and means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered
in the presence of:

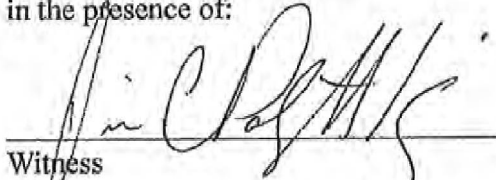

Witness

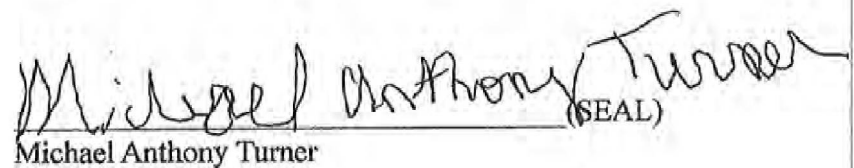
 (SEAL)
Tony Lamar Turner


Notary Public
My commission expires:
[Notary Seal]



Signed, sealed and delivered
in the presence of:


Witness

 (SEAL)
Michael Anthony Turner

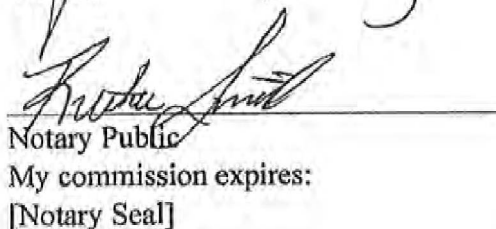

Notary Public
My commission expires:
[Notary Seal]



EXHIBIT "A"

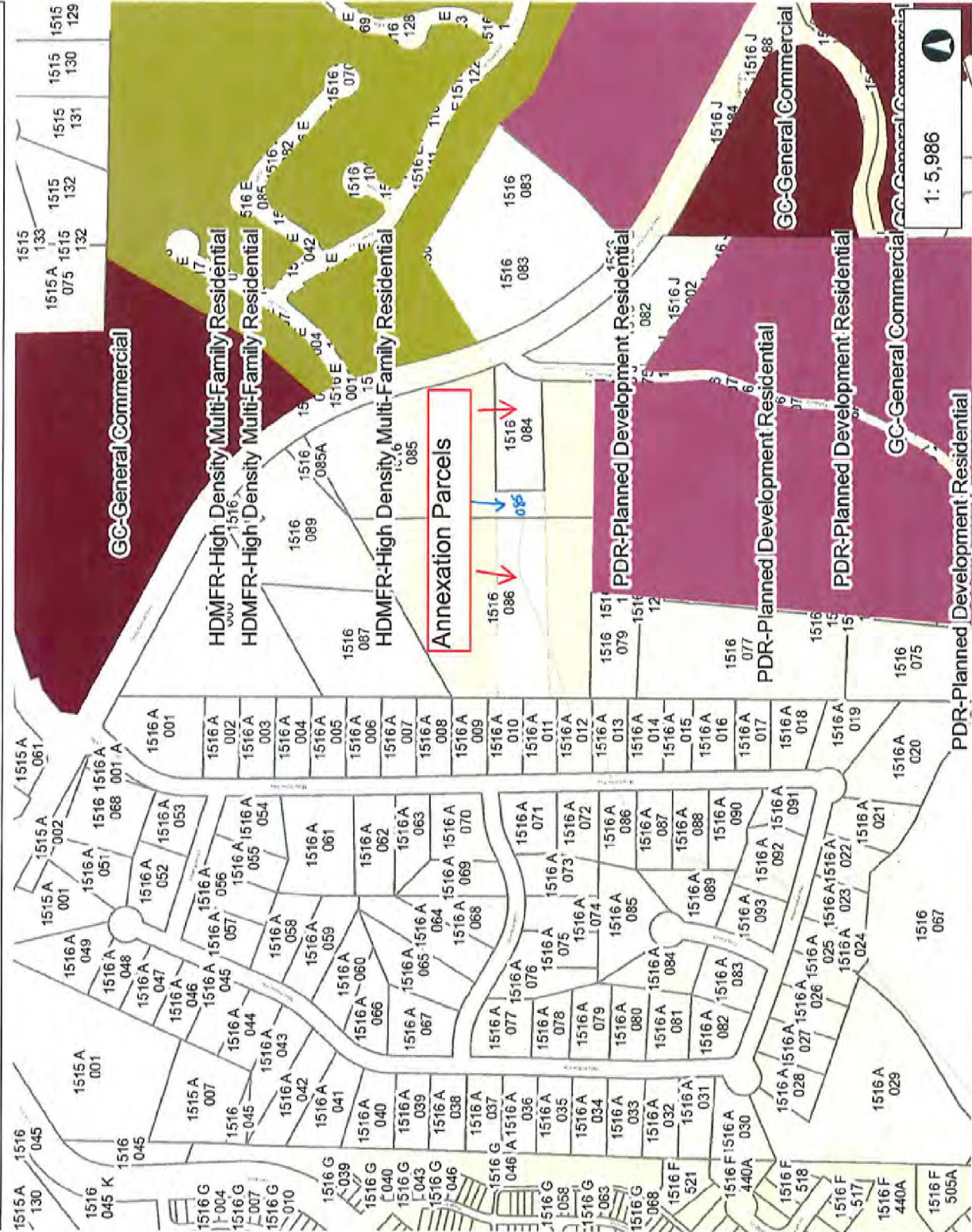
and delivery of these presents, the receipt whereof is hereby acknowledged, he D. granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said part Y. of the second part hereof, all that tract or parcel of land lying and being in 15th District and

2nd Section of Cherokee County, Georgia and being a part of land lot No. 685 more particularly described as follows: Beginning at an iron stake located on the West side of Kemp road, said stake being 87 Ft. South of the center of Georgia Highway No. 5, thence in a Southerly direction following the said Kemp road for a distance of 125 feet more or less to and iron stake located on the West side of Kemp road, thence in a Westernly direction, a distance of 300 feet more or less to an iron stake, thence in a Northernly direction a distance of 125 feet more or less to an iron stake, thence in an Easternly direction a distance of 300 feet more or less to a point of beginning.

This is a portion of the property conveyed by J. W. Turner to Mary Jane and Henry McClure dated the 10th day of January 1946, recorded in Book No. 14 Page 504 - Records of Cherokee County Georgia.



Cherokee County, GA



997.7 0 498.85 997.7 Feet

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.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Holly Springs Zoning**
- GC-General Commercial
 - HDMFR-High Density Multi-Family
 - LI-Light Industrial
 - Mixed Use
 - NC-Neighborhood Commercial
 - OP-Office Professional
 - PDR-Planned Development Reside
 - PUD-Planned Unit Development
 - R-20-Single Family Residential
 - R-40-Single Family Residential Est
 - RD-20-Single Family and Duplex
 - RM-Multi-Family Residential
 - TND-Traditional Neighborhood Dev
 - Unknown
- Parcels**
- Schools**
- Churches**
- World Street Map**

Notes



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.
☒ YES ☐ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.**

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.


 Signature

1 - 7 - 19
 Date

Manager
 Title

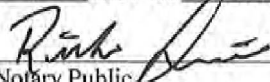
Smithton Homes LLC
 Legal Company Name

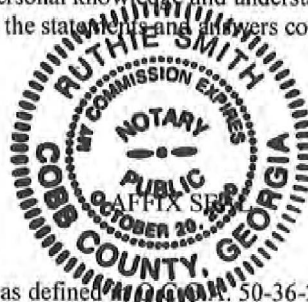
4763 Townshioip Chase, Marietta, Ga 30066
 Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. A **STAMPED SIGNATURE IS NOT ACCEPTABLE.**)

I hereby certify that BERNIE SMITH is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS
7 DAY OF January, 2019


 Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-2.



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

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The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.
☒ YES ☐ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.*

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

Mary Michelle Rodger
 Signature

1-24-19
 Date

Title

Legal Company Name

Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. A STAMPED SIGNATURE IS NOT ACCEPTABLE.)

I hereby certify that _____ is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS

24 DAY OF January, 2019
Ruthie Smith
 Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-1.



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.
☒ YES ☐ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.**

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

Hebra Lynn Bryan
Signature

1/24/2019
Date

Title

Legal Company Name

Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. A STAMPED SIGNATURE IS NOT ACCEPTABLE.)

I hereby certify that _____ is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS
24 DAY OF January, 2019
[Signature]
Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-2.



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- 01-2019

APPLICATION CUP- _____

HEARING DATE 02/14/2019

DATE OF APPLICATION _____

APPLICANT Smithton Homes LLC

OWNER Mary Michelle Padgett Turner
Deitra Lynn Obryan Turner
(If other than applicant) _____

Bernie Smith Manager

ADDRESS 4763 Township Chase

ADDRESS 260 Taylors Farm Dr Canton 30115

Marietta, GA

2327 Henry Scott Rd, Ball Ground 30107

ZIP CODE 30066 PHONE 770-652-0044

ZIP CODE _____ PHONE _____

EMAIL bsmith@masterworksatlanta.com

Mary Michelle Padgett Turner
Deitra Lynn Obryan Turner

SIGNATURE _____

SIGNATURE See above

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

PRESENT ZONING DISTRICT(S) TND and R40

REQUESTED ZONING DISTRICT TND

REQUESTED CONDITIONAL USE(S) _____

PROPERTY LOCATION/ADDRESS 577 Payne Dr, Woodstock, Ga 30188

MAP NUMBER 15N16 084, 085 and 086

PARCEL NUMBER(S) 15-0665-0042 &

LAND LOT(S) 0665

15-0665-0005 15-0665-0015

DISTRICT(S) 15 SECTION(S) _____

ACREAGE 14.11 SEWAGE DISPOSAL TYPE Public UTILITIES AVAILABLE Gas, electric
water and phone

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST: _____
Please see attached document

(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? This property was zoned for TND last year and we have finally been able to include a small parcel in the middle of the property to be zoned TND as well. We are rezoning the entire parcel to be able to show the whole site.

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property? No this will not affect the existing use of adjacent property which is commercial, high density residential and TND

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? No this property does not have 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? This will not cause a burden on the existing infrastructure 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)? Yes it is

(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? Yes it is

(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?

No impact is expected

(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? Left alone this small outparcel would be too small to develop and would not fit in with the surrounding development which is TND or commercial. This creates a much better community with only one entrance that is able to connect the 2 sides together as a result.

The approved plan currently has 2 entrances due to the outparcel. 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.

Complete the following section, if applicable.

Residential

Minimum house size: 1500 sq. ft.

Exterior façade: Brick, Stone, Stacked Stone, cedar shake type and/or Hardi-plank and combinations thereof. No vinyl siding.

Maximum number of units: 102

Anticipated start date: 6/1/2019

Anticipated completion date: 6/1/2021

Commercial

Number of buildings: _____

Maximum square footage: _____ sq. ft.

Number of stories: _____

Total number of employees: _____

Exterior façade: _____

Anticipated start date: _____

Anticipated completion date: _____

Hello Holly Springs! We are excited to offer another well built, attractive and affordable community from Piedmont Homes.

I would like to introduce this project on Holly Springs Parkway and Riverside Way. We annexed and zoned this property in 2017 with approval on September 6th, 2017 (see attached approval).

The reason we are taking this back through the annexation and zoning process is so that we can include this parcel and create a much better neighborhood for everyone.

During the process we tried several times to include the small parcel in the front (577 Payne Dr, Woodstock, GA 30188) and could not work out a deal. Due to the location of this parcel it separates the neighborhood into 2 sections with 2 separate entrances. Now that we can include this parcel it combines the 2 sections into one section with one entrance.

As a result, we are also able to provide more green space on the back-south side of the property. The reason for this is we can eliminate one of the two detention ponds that is in this area by combining the properties. This will give the property more green space and less detention area to help support the wildlife in the area. We are also providing a pocket park between the buildings as shown on the plan to give the neighbors a nice place for some outdoor activities.

This product will be new to the City and it will require some variances since there is no ordinance to support it. Think of a Townhome separated by 3' which is what we would be building. This product has proven to be successful in other areas and is a great way to keep the look and feel of Holly Springs architecture while providing affordable homes.

We are asking for the following variances as well so that we can provide a "detached" townhome product (see attached table).

1. Max density 7 units per acre
2. Minimum lot size to be 1800
3. Front Setback to be 5' with a 20' driveway minimum
4. Street Side Setback to be 15' from Holly Springs Parkway
5. Rear Setback 5'
6. Minimum Building Line width 24'
7. Minimum Lot Frontage 22'
8. Minimum Lot Depth 75'
9. Minimum/Maximum Building Coverage Per Lot 65%
10. Distance Between Buildings 3'

We will have various sizes of townhomes in each cluster ranging from 20', 22' and 24' wide. We are asking for a minimum size of 1500 sq.ft. for the 20' product so we can offer a home that is reasonably priced for the community. Our goal is to be able to provide well-built affordable homes that are attractive for the community. Today's market needs more affordable homes and we pride ourselves on providing that to the communities around the metro area.

I have attached some colored renderings of what the units will look like from Holly Springs Parkway, so you can see how great this product looks as you drive by. It really has the charm, look and feel that Holly Springs strives for.

The property is approximately 14.11 acres that will be an ideal location for this beautifully designed townhome community. We feel that the proposed community is perfectly situated in an accessible part of the Holly Springs. We are asking that the property be annexed to the City of Holly Springs from Cherokee County and that the design and zoning be approved to allow us to build this development as an extension of Holly Springs.

This property is ideally located for a townhome community due to the location and adjoining properties. Most of this property is already zoned TND for townhomes, the properties to the right are and across the northern side are commercial properties. The property across Holly Springs Parkway is HDRMF also known as Fox Creek Townhomes. The property that is south of this is TND and is single family residential. With the adjoining and surrounding communities having commercial, townhomes and detached single family homes we chose to do townhomes so that we could develop a neighborhood that would be a compliment to the surrounding neighborhoods.

We are proposing ninety nine (99) residential townhomes for a density of 7 units per acre. This will be a pet friendly neighborhood with a pocket park, central mail kiosk and over 7 acres of open/green space to give the community options for outdoor activities. There will be an entrance on Holly Springs Parkway across from Fox Creek.

Having worked on several developments over the years we learned that creating a balance of density and green space is becoming more and more difficult. One of the things we wanted to bring to this development was a balance of density and open space. The open space will be reserved for the residences as well as a natural habitat. We intentionally designed the community to create a large amount of open/green space as an additional amenity, with over acres or 51%, compared to the minimum required space of 2.82 acres or 20%.

The proposed community will have a mandatory homeowners association which will be fee simple.

We respectfully ask that our request for this community be approved and welcome any questions you may have.

Sincerely,

Bernie Smith

bsmith@masterworksatlanta.com

770-652-0044

Table 7.01
Planned Development District Dimensional Standards

PROJECT & PHASE DIMENSIONS ↓	ZONING DISTRICT				
	PDR	PDC	PDO	PDI	PD TND
Minimum District Size (Acres)	25 50 w/commercial element	25	25	25	10** 40 w/commercial
Base/Maximum Density Ψ (detached/attached)	3/4	N/A	N/A	N/A	Variance for 7 units/acre 5/7
Maximum Building Coverage (Project Area Average)	20%	35%	35%	35%	20%
Minimum Common Open Space	15%	15%	15%	15%	20%
LOT AREA DIMENSIONS ↓	ZONING DISTRICT				
	PDR	PDC	PDO	PDI	TND
Minimum Lot Size* (Square Feet)	14,520	10,000	10,000	43,560	1,800 SF 5,000
Building Setbacks Detached Residences					
Front Setback ¹	25'	---	---	5' WITH A 20' DRIVEWAY MIN.	15'
Side Setback	15'	---	---	---	3' 5
Street Side ² Setback	30'	---	---	15' SETBACK FROM HOLLY SPRINGS PKWY	Major St. = 30/80 Minor St. = 15/40
Rear Setback	25'	---	---	---	5' 20
Building Setbacks Attached Residences					
Front Setback	Major St. = 30/80 Minor St. = 15/40	---	---	---	15'
Side Setback	10' ³	---	---	---	10' ³
Separation Between Structures	20'	---	---	---	20'
Street Side Setback	Major St. = 15/40 Minor St. = 0/25	---	---	---	Major St. = 15/40 Minor St. = 0/25
Rear Setback	20'	---	---	---	20'
Maximum # Units Attached	8	---	---	---	8
Building Setbacks Other Uses					
Front Setback		Major St. = 30/80 Minor St. = 15/40	Major St. = 30/80 Minor St. = 15/40	Major St. = 40/100 Minor St. = 30/80	15'
Side Setback	10'	10'	10'	15'	10'
Street Side Setback	Major St. = 30/80 Minor St. = 15/40	Major St. = 30/80 Minor St. = 15/40	Major St. = 30/80 Minor St. = 15/40	Major St. = 40/100 Minor St. = 30/80	Major St. = 30/80 Minor St. = 15/40
Rear Setback	10'	20'	20'	30'	10'
Minimum Bldg. Line Width	50'	50'	50'	100'	24' 50'
Minimum Lot Frontage	50'	50'	50'	100'	22' 50'
Minimum Lot Depth	100'	100'	100'	125'	75' 100'
Principal Building Height	35'	45'	45'	45'	45'
Minimum/Maximum Building Coverage ⁴ Per Lot	None/50%	None/50%	None/50%	None/40%	None/50% 65%
Distance Between Buildings ⁵	12.5'	15'	15'	15'	3' 12.5'
Minimum Landscaped Area	10%	15%	15%	20%	10%





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 X _____ 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 X _____ 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 X _____ 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 X _____ NO

1-7-19
DATE

Bernie Smith
APPLICANT NAME PRINTED

[Signature]
APPLICANT SIGNATURE

[Signature]
NOTARY

Seal:



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.

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_____ 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

1-24-19
DATE

Mary Michelle Padgett
APPLICANT NAME PRINTED

Mary Michelle Padgett
APPLICANT SIGNATURE

[Signature]
NOTARY

Seal:



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

1-24-19
DATE

Debra L. Bryan
APPLICANT NAME PRINTED

Debra Lynn Bryan
APPLICANT SIGNATURE

[Signature]
NOTARY

Seal:





City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.

X YES _____ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.**

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

[Signature]
Signature

1-7-19
Date

Manager
Title

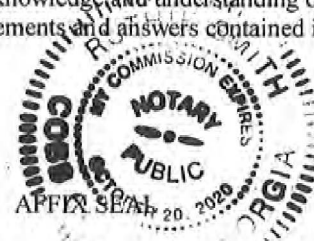
Smithton Homes LLC
Legal Company Name

4763 Township Chase, Marietta, GA 30066
Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. **A STAMPED SIGNATURE IS NOT ACCEPTABLE.**)

I hereby certify that BERNIE SMITH is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS
7 DAY OF January, 2019
[Signature]
Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-2.



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.

☒ YES ☐ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.*

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

Mary Michelle Rodger
Signature

1-24-19
Date

Title

Legal Company Name

Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. A STAMPED SIGNATURE IS NOT ACCEPTABLE.)

I hereby certify that _____ is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS

26 DAY OF January, 2019

Ruthie Smith
Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. § 50-36-1.



City of Holly Springs

SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)

Affidavit of Compliance with O.C.G.A. 50-36-1 "Verification of Lawful Presence within the United States."

O.C.G.A. 50-36-1 requires that applicants applying for such things as licenses for public benefits complete a signed and sworn affidavit verifying the applicant's lawful presence in the United States. Therefore, the applicant must answer the following questions:

The applicant is a U. S. citizen or legal permanent resident at least eighteen (18) years old.
☒ YES ☐ NO or IF NOT:

The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, at least eighteen (18) years old, and is lawfully present in the United States. *A photo static copy of the applicant's alien card issued by the Department of Homeland Security or other federal immigration agency must be included with this document.**

O.C.G.A. 50-36-1 states that "Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement of representation in an affidavit executed pursuant to this Code section shall be guilty of a violation of Code Section 16-10-20."

I declare, under penalty of law, that this affidavit has been completed by me and is true and correct.

Hebra Lynn Bryan
 Signature

1/24/2019
 Date

 Title

 Legal Company Name

 Company Address

(Must be signed by applicant. If the applicant is a corporation, must be signed by an officer of the corporation. A STAMPED SIGNATURE IS NOT ACCEPTABLE.)

I hereby certify that _____ is personally known, or verified by me, that the applicant signed this application after stating to me his or her personal knowledge and understanding of all statements and, under oath actually administered by me, has sworn that the statements and answers contained in this affidavit are true.

SUBSCRIBED AND SWORN BEFORE ME ON THIS
24 DAY OF January, 2019
[Signature]
 Notary Public



*All applicants must attach a copy of a secure and verifiable document as defined in O.C.G.A. 50-36-1.

Book 41
PAGE 302



State of Georgia

County

THIS INSTRUMENT Made this 25th day of July 1957 between our first One Hundred Nine Hundred and Fifty Seven Mary Jane McClure

in the year of

of the State of Georgia and County of Cherokee of the first part and Lonnie Turner of the second part

of the State of Georgia and County of Cherokee of the second part WITNESSETH That the said part Y of the first part for and in consideration of the sum of \$10.00 and other valuable considerations Dollars, in hand paid at and before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, he granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said part Y of the second part his heirs and assigns, all that tract or parcel of land lying and being in 15th District and

2nd Section of Cherokee County, Georgia and being a part of land lot No. 685 more particularly described as follows: Beginning at an iron stake located on the West side of Kemp road, said stake being 87 Ft. South of the center of Georgia Highway No. 5, thence in a Southernly direction following the said Kemp road for a distance of 125 feet more or less to and iron stake located on the West side of Kemp road, thence in a Westernly direction, a distance of 300 feet more or less to an iron stake, thence in a Northernly direction a distance of 125 feet more or less to an iron stake, thence in an Easternly direction a distance of 300 feet more or less to a point of beginning.

This is a portion of the property conveyed by J. W. Turner to Mary Jane and Henry McClure dated the 10th day of January 1946, recorded in Book No. 14 Page 504 - Records of Cherokee County Georgia.

TO HAVE AND TO HOLD. The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of J. W. Turner the said part Y of the second part

his heirs and assigns forever in Fee Simple And the said part Y of the first part, for her heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said part Y of the second part his heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF the said part Y of the first part has hereunto set her hand and affixed her seal this 25th day and year first above written.

Signed, sealed and delivered in presence of:

Bill [unclear] *Mary J. McClure* (Seal)
W. R. [unclear] (Seal)
7-16-57 (Seal)

DEED BOOK:14235 PG:1903 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045024**Rec: \$14.00 TRANSFER TAX \$500.00****Patty Baker, Clerk of Superior Court - Cherokee County, GA**

Return to:
Brochstein & Bantley, P.C.
3495 Piedmont Road, N.E.
Eleven Piedmont Center, Suite 330
Atlanta, GA 30305

BB # 11719814

ADMINISTRATOR'S DEED

STATE OF GEORGIA**COUNTY OF Fulton**

THIS INDENTURE, made this 15th day of December, 2017, between **Donna Papazian, as Administrator of the Estate of Joyce Sue Turner Dobson**, late of the State of Georgia, County of Cherokee, deceased, party of the first part, (hereinafter called "Grantor") and **Smithton Homes, LLC**, party of the second part, (hereinafter called "Grantee") the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH:

That pursuant to and in conformity with the power and authority granted in an Order of the Probate Court of Cherokee County, Georgia, entered after due and proper notice of application therefore by publication as required by law, and after all requirements of law had been fully complied with, the said Grantor having been authorized to sell, at private sale, to the Grantee named herein, for the consideration hereinafter set forth, Grantor for and in consideration of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)** in hand paid at and before the sealing and delivery of the presents does grant, bargain, sell and convey unto the said Grantee the following described property:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said grantee forever, in as full and ample a manner as the same was held, possessed and enjoyed, by the deceased in his/her lifetime.

DEED BOOK:14235 PG:1904 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045024**Rec: \$14.00 TRANSFER TAX \$500.00****Patty Baker, Clerk of Superior Court - Cherokee County, GA**

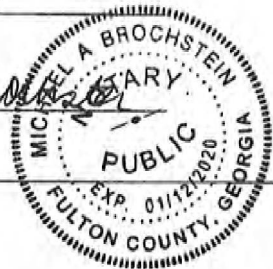
IN WITNESS WHEREOF, the grantor herein has hereunto set hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Michelle A. Brochstein
NOTARY PUBLIC,

My Commission expires: _____



Donna Papazian (SEAL)
Donna Papazian,
As Administrator of the Estate of Joyve Sue Turner Dobson

DEED BOOK:14235 PG:1905 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045024**Rec: \$14.00 TRANSFER TAX \$500.00****Patty Baker, Clerk of Superior Court - Cherokee County, GA****EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot 665, District 15, Section 2, City of Holly Springs, Cherokee County, Georgia; and being more particularly described as follows:

Beginning at the southwest corner of Land Lot 665, said corner also being common to Land Lots 664, 704 and 705 and being the Point of Beginning;

Thence traveling along the west line of Land Lot 665, said line being common to Land Lot 664, north 00 degrees 38 minutes 35 seconds west for a distance of 489.94 feet to a 1" open-top pipe found; thence leaving said Land Lot Line north 61 degrees 54 minutes 48 seconds east for a distance of 340.49 feet to a 1/2" rebar found; thence north 62 degrees 05 minutes 41 seconds east for a distance of 288.92 feet to a point; thence north 61 degrees 09 minutes 07 seconds east for a distance of 204.21 feet to a 1/2" rebar found on the westerly right of way of Holly Springs Parkway (R/W varies); thence traveling along said right of way the following three (3) courses and distances: along a curve to the right with an arc length of 233.05 feet and a radius of 1079.13 feet, being subtended by a chord of south 24 degrees 21 minutes 01 seconds east a distance of 232.60 feet to a point; thence along a curve to the right with an arc length of 257.77 feet and a radius of 16632.79 feet, being subtended by a chord of south 16 degrees 07 minutes 22 seconds east a distance of 257.77 feet to a point; thence along a curve to the right with an arc length of 82.35 feet and a radius of 630.08 feet, being subtended by a chord of south 09 degrees 22 minutes 02 seconds east a distance of 82.29 feet to a point; thence leaving said right of way north 87 degrees 03 minutes 02 seconds west for a distance of 300.00 feet to a point; thence south 02 degrees 56 minutes 58 seconds west for a distance of 125.00 feet to a point; thence south 87 degrees 03 minutes 02 seconds east for a distance of 294.57 feet to a 1/2" rebar found on the westerly right of way of Payne Drive (50' R/W); thence travelling the westerly right of way of Payne Drive south 02 degrees 44 minutes 59 seconds west for a distance of 210.67 feet to a point on the south line of Land Lot 665; thence leaving said right of way and traveling along said Land Lot Line south 89 degrees 28 minutes 05 seconds west for a distance of 326.35 feet to a point; thence continuing along said Land Lot Line south 89 degrees 28 minutes 05 seconds west for a distance of 561.69 feet to the Point of Beginning. Said tract or parcel of land contains 13.253 acres and is depicted as Tracts 2 and 3 on that certain retracement survey for Ridge Planning prepared by Landpro Surveying and Mapping, Inc., sealed and certified by James H. Rader, GRLS No. 3033, dated July 24, 2017.



DEED BOOK:14235 PG:1906 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045025**Rec: \$14.00 TRANSFER TAX \$0.00****Patty Baker, Clerk of Superior Court - Cherokee County, GA**

Return Recorded Document to:
Brochstein & Bantley, P.C.
3495 Piedmont Road, N.E.
Eleven Piedmont Center, Suite 330
Atlanta, GA 30305

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF Fulton

THIS INDENTURE, made the 14th day of December, 2017, between **Donna Papazian**, administrator of the estate of **Joyce Sue Turner Dobson** of the County of **Cherokee**, and State of Georgia, as party of the first part, hereinafter called Grantor, and **Smithton Homes, LLC** of the County of **Cherokee**, and State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLARS (\$1.00)** and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

See Exhibit "A" attached hereto and made a part hereof
(hereinafter referred to as the "**Land**").

For the same consideration, Grantor hereby conveys unto Grantee, all interest, if any, of Grantor in strips and gores between the Land and abutting properties and any land lying in or under the bed of any street, alley, road or right of way, open or proposed, abutting or adjacent to the Land (all of said Land and interest being collectively referred to as the "**Property**").

The purpose of this deed is to convey any and all interest of the Grantor in and to the described Property.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

DEED BOOK:14235 PG:1907 Filed: 12/20/2017 12:25 PM Clerk File Number: 28-2017-045025**Rec: \$14.00 TRANSFER TAX \$0.00****Patty Baker, Clerk of Superior Court - Cherokee County, GA**

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

Signed, sealed and delivered in the presence of:

Witness

Notary Public



Donna Papazian, administrator of the estate
of Joyce Sue Turner Dobson

(SEAL)

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

**DOCUMENT PREPARATION ONLY
QUIT-CLAIM DEED**

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE, made the 28th day of January, in the year two thousand and nineteen,
between

TONY LAMAR TURNER and MICHAEL ANTHONY TURNER

as party or parties of the first part, hereinafter called Grantor, and

MARY MICHELLE PADGETT and DEITRA LYNN O'BRYAN

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit-claim to Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in the following described real property, to-wit:

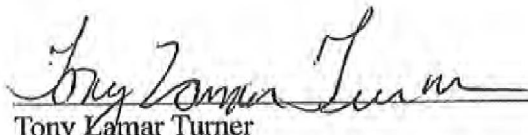
ALL THAT TRACT or parcel of land lying and being in Land Lot 665 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein for a complete legal description.

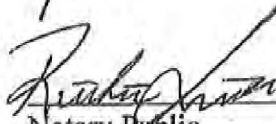
TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by and means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered
in the presence of:

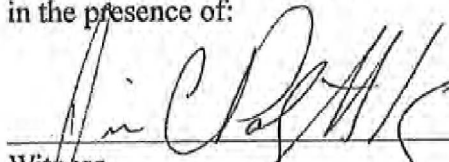

Witness

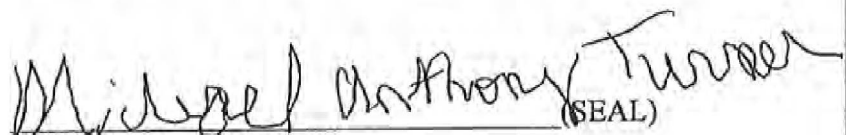
 (SEAL)
Tony Lamar Turner


Notary Public
My commission expires:
[Notary Seal]



Signed, sealed and delivered
in the presence of:


Witness

 (SEAL)
Michael Anthony Turner

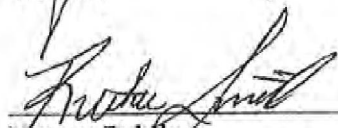

Notary Public
My commission expires:
[Notary Seal]



EXHIBIT "A"

and hereby do hereby present, the receipt whereof is hereby acknowledged, by A. granted, bargained, sold and
voted, and by these presents do hereby grant, bargain, sell and convey unto the said part B. of the second
119. holds and assigns, all that tract or parcel of land lying and being in 15th District and

2nd Section of Cherokee County, Georgia and being a part of land
lot No. 685 more particularly described as follows: Beginning at
an iron stake located on the west side of Kemp road, said stake
being 87 Ft. South of the center of Georgia Highway No. 5, thence
in a southerly direction following the said Kemp road for a
distance of 125 feet more or less to and iron stake located on
the West side of Kemp road, thence in a Westernly direction, a
distance of 300 feet more or less to an iron stake, thence in a
Northernly direction a distance of 125 feet more or less to an
iron stake, thence in an Easternly direction a distance of 300
feet more or less to a point of beginning.

This is a portion of the property conveyed by J. W. Turner to
Mary Jane and Henry McClure dated the 10th day of January 1946,
recorded in Book No. 14 Page 504 - Records of Cherokee County
Georgia.

Mayor
Steven W. Miller

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II



City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

September 6, 2017

Mr. Bernie Smith
Manor Restorations
4763 Township Chase
Marietta, GA 30066

Re: **Notice of Decision for Annexation and Rezoning Applications: A-04-2017 and MA-06-2017**, applicant requests annexation of 10.033+/- acres located off Holly Springs Parkway, Cherokee County, GA, tax parcels 085 (partial) and 086 (partial) of tax plat 15N16; and rezoning of 11.516+/- acres located off Holly Springs Parkway, Cherokee County, GA, tax parcels 085 (partial) and 086 (partial) of tax plat 15N16, Cherokee County, GA from R-40 (County), Single Family Residential, and GC (City), General Commercial to TND (City), Traditional Neighborhood Development

Dear Applicant:

On August 28, 2017, the Mayor and City Council of the City of Holly Springs, Georgia, **APPROVED** your annexation application known as tax parcels 15N16 085 (partial) and 086 (partial), and your rezoning application known as tax parcels 15N16 085 (partial) and 086 (partial), from R-40 (County), Single Family Residential, and GC (City), General Commercial to TND (City), Traditional Neighborhood with stipulations as outlined in the MA-06-2017 ordinance.

Enclosed is a copy of the Annexation Ordinance A-04-2017 and Rezoning Ordinance MA-06-2017 for your records.

For additional information, please contact me at 770-345-5533.

Sincerely,

Nancy Moon
Community Development Director
City of Holly Springs, Georgia

enclosure

ANNEXATION ORDINANCE

An Ordinance to annex property in the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said annexation and zoning; and for other purposes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLY SPRINGS:

The following area contiguous to the City of Holly Springs is hereby annexed and zoned into and is made part of said City:

Section 1

10.033+/- acres, identified as parcels 085 (partial) and 086 (partial) of tax plat 15N16 of the 15th District of Cherokee County, located off of Holly Springs Parkway and more particularly identified by "Exhibit A," the tax plat identifying the subject tracts (attached).

Section 2

Upon annexation, this tract shall be zoned R-40, Residential Estate.

Section 3

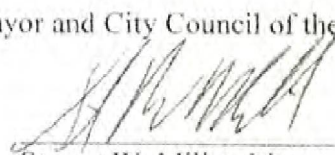
This ordinance shall become effective on the 1st day of September, 2017.

Section 4

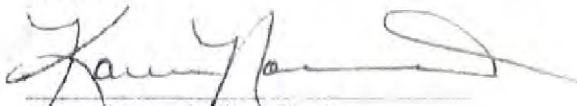
The City Clerk of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area annexed to the Cherokee County Board of Commissioners, as well as, notify the Georgia Department of Community Affairs within thirty (30) days after the effective date of the annexation as set forth in section 3 above.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this 28th day of August, 2017, by the Mayor and City Council of the City of Holly Springs, Georgia.


Steven W. Miller, Mayor

Attest:


Karen Norred, City Clerk
(Seal)

2018 Property Tax Statement

Sonya Little
Cherokee County Tax
Commissioner
2780 Marietta Hwy

Canton, GA 30114

**Make Check or Money Order
Payable to:**
Cherokee County Tax
Commissioner

TURNER, LONNIE
577 PAYNE ROAD
WOODSTOCK, GA 30188

Bill No.	Due Date	*Total Due*
2018-108179	11/15/2018	\$0.00

Map: 15N16 084
Location: 4500 PAYNE RD

Payment Good through: 01/15/2019

Print Date
: 01/13/2019

If you have sold this property, fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. Interest will accrue at the rate prescribed by law starting November 16th and the 16th of each month until paid. The penalty will accrue at the rate prescribed by law. ** Pay online at www.cherokeega.com ** Please note: There is a 3% Merchant Fee charged. (This fee is not collected by Cherokee County.)



Tax Payer: TURNER, LONNIE
Map Code: 15N16 084 REAL
Description: LL 605 DIST 15
Location: 4500 PAYNE RD
Bill No: 2018-108179
District: CHEROKEE COUNTY AT LARGE 001

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
1,600.00	42,000	0.0000	43,600	11/15/2018			01/15/2019	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	43,600.00	17,440.00	0.00	17,440.00	5.366	93.58	0.00	\$93.58
SCHOOL M&O	43,600.00	17,440.00	0.00	17,440.00	18.950	330.49	0.00	\$330.49
SCHOOL BOND	43,600.00	17,440.00	0.00	17,440.00	0.500	8.72	0.00	\$8.72
PARKS BOND	43,600.00	17,440.00	0.00	17,440.00	0.503	8.77	0.00	\$8.77
COUNTY WIDE FIRE DIST	43,600.00	17,440.00	0.00	17,440.00	3.269	57.01	0.00	\$57.01
TOTALS					28.588	498.57	\$0.00	\$498.57

If you need to - change your mailing address / are a new resident / person 62 or older and/or disabled you should call the Tax Assessors office at 678-493-6120 to find out about qualifications for exemptions. April 1 of each year is the deadline to apply with The Tax Assessors Office for any exemptions. If you feel your property value is too high, you should file a return with the Tax Assessor's Office no later than April 1st.

Current Due	\$498.57
Penalty	0.00
Interest	6.24
Other Fees	0.00
Previous Payments	504.81
Back Taxes	0.00
Total Due	\$0.00
Paid Date	01/11/2019

2018 Property Tax Statement

Sonya Little
Cherokee County Tax
Commissioner
2780 Marietta Hwy

Canton, GA 30114

**Make Check or Money Order
Payable to:**
Cherokee County Tax
Commissioner

SMITHTON HOMES LLC
4763 TOWNSHIP CHASE
MARIETTA, GA 30066

Bill No.	Due Date	*Total Due*
2018-101151	11/15/2018	\$0.00

Map: 15N16 086
Location: HWY 5

Payment Good through: 01/10/2019

Print Date
: 01/10/2019

If you have sold this property, fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. Interest will accrue at the rate prescribed by law starting November 16th and the 16th of each month until paid. The penalty will accrue at the rate prescribed by law. ** Pay online at www.cherokee.ga.gov ** Please note: There is a 3% Merchant Fee charged. (This fee is not collected by Cherokee County.)



Tax Payer: SMITHTON HOMES LLC

Map Code: 15N16 086 REAL

Description: LL 665 15TH D

Location: HWY 5

Bill No: 2018-101151

District: CITY OF HOLLY SPRINGS 004

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
0.00	86,200	7.0000	86,200	11/15/2018			01/10/2019	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	86,200.00	34,480.00	0.00	34,480.00	5.366	185.02	0.00	\$185.02
SCHOOL M&O	86,200.00	34,480.00	0.00	34,480.00	18.950	653.40	0.00	\$653.40
SCHOOL BOND	86,200.00	34,480.00	0.00	34,480.00	0.500	17.24	0.00	\$17.24
PARKS BOND	86,200.00	34,480.00	0.00	34,480.00	0.503	17.34	0.00	\$17.34
TOTALS					25.319	873	\$0.00	\$873.00

If you need to - change your mailing address / are a new resident / person 62 or older and/or disabled you should call the Tax Assessors office at 678-493-6120 to find out about qualifications for exemptions. April 1 of each year is the deadline to apply with The Tax Assessors Office for any exemptions. If you feel your property value is too high, you should file a return with the Tax Assessor's Office no later than April 1st.

Current Due	\$873.00
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	873.00
Back Taxes	0.00
Total Due	\$0.00
Paid Date	09/24/2018

2018 Property Tax Statement

Sonya Little
Cherokee County Tax
Commissioner
2780 Marietta Hwy

Canton, GA 30114

**Make Check or Money Order
Payable to:**
Cherokee County Tax
Commissioner

SMITHTON HOMES LLC
4763 TOWNSHIP CHASE
MARIETTA, GA 30066

Bill No.	Due Date	*Total Due*
2018-101150	11/15/2018	\$0.00

Map: 15N16 085
Location: HWY 5

Payment Good through: 01/10/2019

Print Date
:
01/10/2019

If you have sold this property, fax a copy of the settlement statement to 678-493-6423. If you have an escrow forward tax bill to your mortgage company as soon as possible. Interest will accrue at the rate prescribed by law starting November 16th and the 16th of each month until paid. The penalty will accrue at the rate prescribed by law. ** Pay online at www.cherokeega.com ** Please note: There is a 3% Merchant Fee charged. (This fee is not collected by Cherokee County.)



Tax Payer: SMITHTON HOMES LLC

Map Code: 15N16 085 REAL

Description: LL 665 15TH D

Location: HWY 5

Bill No: 2018-101150

District: CITY OF HOLLY SPRINGS 004

Phone: (678)-493-6400 Fax: (678)-493-6423

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good through	Exemptions
0.00	144,900	6.8000	144,900	11/15/2018			01/10/2019	
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	144,900.00	57,960.00	0.00	57,960.00	5.366	311.01	0.00	\$311.01
SCHOOL M&O	144,900.00	57,960.00	0.00	57,960.00	18.950	1,098.34	0.00	\$1,098.34
SCHOOL BOND	144,900.00	57,960.00	0.00	57,960.00	0.500	28.98	0.00	\$28.98
PARKS BOND	144,900.00	57,960.00	0.00	57,960.00	0.503	29.15	0.00	\$29.15
TOTALS					25.319	1467.48	\$0.00	\$1,467.48

If you need to - change your mailing address / are a new resident / person 62 or older and/or disabled you should call the Tax Assessors office at 678-493-6120 to find out about qualifications for exemptions. April 1 of each year is the deadline to apply with The Tax Assessors Office for any exemptions. If you feel your property value is too high, you should file a return with the Tax Assessor's Office no later than April 1st.

Current Due	\$1,467.48
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	1467.48
Back Taxes	0.00
Total Due	\$0.00
Paid Date	09/24/2018

Cherokee County Water & Sewerage Authority

July 11, 2017

RE: Water & Sewerage Availability (Tax Map 15N16, Parcel 085 & 086)

To Whom It May Concern:

Please be advised that Cherokee County Water & Sewerage Authority presently has a 24" DIP water main on the West side of Holly Springs Parkway East of the subject property. Also there is a 2 ½" PVC water main on the West side of Riverside Way East of the subject property.

Sewer is available to the Southeast of subject property. The acquisitions of easements to manholes or lift stations will be the responsibility of the developer.

The capacity for Rose Creek Wastewater Treatment Facility is 6.0 MGD and the Authority is presently treating 3.5 MGD. The Fitzgerald Creek Treatment Facility is 5.0 MGD and the Authority is presently treating 3.0 MGD.

There is presently no moratorium for water or sewer connections on the Authority System. Sewer connections are available on first pay, first serve basis. However, plans for any development must be submitted and approved by the Authority prior to any water or sewer connection application being accepted for processing. Also existing infrastructure, size and location, must be verified by developer/engineer/contractor prior to submittal to Cherokee County Water and Sewerage Authority.

If you have any questions, please don't hesitate to call me.

Sincerely,



Bradley M. Payne
Construction Administrative Assistant

CC: Dwayne Fowler
Garry Hensley
Jeff Hooper

Rezoning Case Impact Report

Jurisdiction		Rezoning Case Number		Applicant Name	
City of Holly Springs		MA-02-2019		PR Land Investments	
Acreage	Number Of Lots	Housing Type		Current Zoning	Proposed Zoning
18	58	Multi Family Residential		R-40	GC-Mixed Use
Estimated Student Impact ⁽¹⁾		Additional Capacity Needed		Additional Capacity Cost ⁽²⁾	Annual Student Cost ⁽³⁾
17	Students	1	Classroom(s)	\$22,699	\$144,720
Planning Commission Meeting Date		County Commission/City Council Meeting Date		Map & Parcel Number(s)	
				15N19-086	
Property Description					

Affected Schools Capacity Information

Elementary School	ES Enrollment	ES Capacity	% Capacity
Sixes ES	733	879	65%
Middle School	MS Enrollment	MS Capacity	% Capacity
Freedom MS	1,133	1,187	95%
High School	HS Enrollment	HS Capacity	% Capacity
Woodstock HS	2,228	2,387	93%

All Enrollment and Capacities are based on the last published Cherokee County Inventory of School Housing (CCISH) Numbers.

It is the position of CCSD that all developers should attempt to mitigate as much of the impact of their proposed development as possible. In every such case, the district designates a minimum contribution expected to help provide adequate facilities for the school age children who will occupy the residences in the development.

Please recommend to all Residential Zoning applicants to contact Mitch Hamilton at 770-721-8429 to discuss mitigation of their subdivision prior to appearing before the Zoning Board. If the applicant cannot meet during that time period, we request that the Zoning Board put a condition on the zoning so they must meet with Mr. Hamilton prior to the City Council/County Commission Meeting.

The estimated cost for building an elementary school is 22 to 27 million dollars, middle school is 35 to 40 million, and the cost of building a high school is 55 to 60 million dollars.

(1) - All increases to student enrollment should be considered cumulative in nature. All recent cases will impact the affected Schools. The School District may have to transport the students of any given development to an alternate district due to over-enrollment.

(2) - Additional Capacity Calculations are based on adding Mobile Units to existing campus facilities at the following rate: 1 Mobile Unit = 2 Classrooms with a cost of \$60,000/Mobile Unit

(3) - Annual Cost is calculated using the General Fund Operating Expenditure cost per pupil of \$8,694.



CHEROKEE COUNTY

PLANNING & LAND USE

1130 Bluffs Parkway • Canton, Georgia 30114

678-493-6101 • Fax 678-493-6111

www.cherokeega.com

February 21, 2019

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

RE: A-01-2019 Smithton Homes – Holly Springs Parkway

Dear Nancy:

The annexation case A-01-2019 Smithton Homes was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on February 19, 2019. The case involves parcel 15N16 084 and parts of parcels 085 & 086 totaling 2.66 acres located at the intersection of Holly Springs Parkway and Riverside Way. The property is currently zoned Single-Family Residential (R-40).

In their annexation application, the applicant requests to rezone the property to PD TND, which allows primarily residential or mixed-use development. The maximum density in this district is 8 dua (dwelling units per acre) net for single family attached homes with a minimum lot size of 5,000 square feet. The overall proposed site plan shows 99 townhomes on 14.11 acres for a gross density of 7.02 dua.

Based on the staff review and discussion at the commission meeting, the Board of Commissioners has directed staff to forward to you the staff comments so they can be relayed to the Holly Springs Planning Commission and City Council. We hope this can further the dialog about the impacts of this project on the surrounding county areas.

Planning and Land Use noted that this proposal is consistent with the County Future Development Map due to the density/intensity. This property is in the Neighborhood Living Character Area, which is planned for residential development of up to 8 dua. If the property was developed within the County, a 30ft buffer would apply along the northern and western property lines because this property is adjacent to R-20 property. The proposed site plan exceeds this standard with a combination of stream buffers and a 40ft wide zoning buffer. Staff has concerns

Page 2

February 21, 2019

about the large number of requested concurrent variances but none appear to directly affect adjacent unincorporated property.

The Engineering Department highlighted that the City of Holly Springs is responsible for maintaining Holly Springs Parkway so the County will not be involved in permitting the development entrance. The site plan does indicate a deceleration lane and a left-turn lane at the entrance on Holly Springs Parkway, which is what the County would require for this type of development. Fire and Emergency Services listed 4 areas of concern that relate to the variance for 3ft separation between buildings, exterior building materials, fire flow and compliance with state codes.

Feel free to reach out to me if you have any questions about these staff comments. Please keep us updated on any significant changes to the proposal so we can offer revised comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret Stallings". The signature is fluid and cursive, with the first name "Margaret" and last name "Stallings" clearly distinguishable.

Margaret Stallings, AIA, AICP
Principal Planner

CC: Christy Black, County Clerk
Jerry Cooper, County Manager
Rob Logan, City Manager
Jeff Watkins, Director of Planning and Zoning



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

Y

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 30 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested

City	Holly Springs
Case Number A-01-2019	Applicant Smithton Homes
Receipt of Annexation Notice Date	02/04/2019
Holly Springs Public Hearing	02/14/2019
Meeting date the Board of Commissioners must decide whether to object.	03/05/2019
30 day period to object expires on	03/06/2019
City Council Decision	03/18/2019

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	
Future Development Map designation	Neighborhood Living	
Surrounding / Contiguous City Future Development Map	Parkway Corridor	
Surrounding County Future Development Map	Neighborhood 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



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

2) Will delivery of services be affected by the annexation?	Yes	No
		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.		

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?	Yes	No
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:		
a) a use which significantly increases the net cost of infrastructure?		
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?		



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

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 Land Use

This annexation includes property that was previously left out of a 2017 annexation case (A-04-2017). In that case, the applicant had to leave a wide strip of property through the middle of the development to prevent the creation of an island. This case will close up that strip but replace it with a new 10ft strip along the south and east sides of the development will be deannexed to prevent another island from being created. We ask that the city rezone the new strip to R-20 so we won't be left with unzoned property since we do not have compatible zoning districts in this case. This strip should also be wholly on common property in order to simplify annexation of this strip in the future.

The overall development in this new annexation case will have 99 homes on 14.11 acres for a density of 7.0 units per acre. This is consistent with the Neighborhood Living character area shown on our 2018 Future Development Map. Neighborhood Living calls for primarily dense residential (3 to 8 du/a) and a small amount of commercial development.

The proposed site plan shows a 40ft undisturbed buffer against adjacent unincorporated properties. Cherokee County Zoning Regulations would require a 30ft undisturbed buffer between R-20 and RTH zoning districts. The site plan also shows significant undeveloped open space on the west side of the project. These two elements of the proposed project should significantly reduce the impact on adjacent unincorporated County properties. It is also important to note the significant number concurrent variances requested. None of the 10 variances appear to directly affect surrounding unincorporated county parcels but the layout may be tight for utilities and emergency services.

Engineering

The applicant is proposing to access the site from Holly Springs Parkway – on a portion of the roadway that is currently maintained by the City of Holly Springs. The City of Holly Springs will be responsible for permitting any entrance requirements for the proposed application.

The site plan provided depicts the proposed entrance on Holly Springs Parkway directly across from Fox Creek Court. The applicant is proposing to provide a deceleration lane and a left-turn lane by re-configuring the existing traffic striping on Holly Springs Parkway. Both are appropriate to serve the proposed application.



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

Fire and Emergency Services

1. In reference to the 3' distance between buildings, per the International Residential Code (2012 edition) Section R302, Table R302.1(1) or Table R302.1(2), this design would require a 1 hour fire wall on each of the buildings and projections, reduced or no openings allowed on those walls and special attention to penetrations as to comply with R302.4.
2. In reference to the "cedar shake" exterior façade with buildings 3' apart, we have concern of rapid fire spread if allowed. It would be our preference to not allow any cedar shake on any of the exterior façades of those buildings.
3. In residential areas with one- and two-family dwellings, ISO determines the needed fire flows by considering the distance between buildings. 10 feet or less would require 1,500 GPM, calculated to 20psi residual, of water for a 2 hour duration.
4. Cherokee County Fire and Emergency Services would expect the residential development follow all state residential, building and fire codes.



STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

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.



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: **ORD-01-2019**, proposed text amendment to the Holly Springs Zoning Ordinance, Article 10, Signs and Outdoor Advertising, changes to lighting regulations

DATE: February 28, 2019

COUNCIL MEETING DATE: March 4, 2019

After reviewing commercial areas within the City, a number of the businesses are located in areas that contain both City and unincorporated County businesses. Current requirements of the City state that no freestanding signs may be internally illuminated and if illuminated, must be externally illuminated. County free standing signage may be internally illuminated resulting in a mix of standards. The following proposes to eliminate the requirement for externally illuminated free standing signage within the nonresidential zoning districts. In addition, a proposed change eliminating neon signage is included.

ARTICLE 10: SIGNS AND OUTDOOR ADVERTISING

Section 10.7 Permitted Signs by Type and Zoning District

10.7-2 Lighting Requirements

1. Lighted, ~~neon~~ or luminous signs giving off light resulting in glare, blinding or any other such adverse effect on traffic shall not be erected or maintained.
2. Neon signs shall not be allowed as any exterior sign nor shall they be allowed as a window sign.
- 2.3. The light from illuminated signs shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.
- 3.4. No illuminated signs shall be constructed or maintained within fifty (50) feet of any residential district or dwelling, except for luminaries and all flood or spot luminaries with a lamp or lamps rated at a total of NO MORE than 900 lumens, and which do not emit any direct light above a horizontal plane through the lowest direct-light-emitting part of the luminaire.
- 4.5. No sign shall be erected which simulates an official traffic control or warning sign in such a manner as to confuse or mislead the motoring public or hide from view any traffic or street sign or signal.

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~~5. Freestanding signs~~ All signage located within the Town Center District shall be externally ~~lit~~ illuminated with lamps or spot lighting which must be aimed no higher than 45 degrees above straight down (half-way between straight down and straight to the side) ~~when the source is visible from any off-site residential property or public roadway.~~

6. Freestanding signs located within a **nonresidential** district may be internally or externally illuminated and installed in compliance with the requirements of this section.

7. Subdivision entrance signs shall be externally illuminated with lamps or spot lighting which must be aimed no higher than 45 degrees above straight down (half-way between straight down and straight to the side).

6.8. All light fixtures are required to be shielded when installed and maintained in such a manner that the shielding is effective when the source is visible from any off-site residential property or public roadway.

Section 10.12 Prohibited Signs

The following signs and advertising devices are prohibited within the incorporated areas of Holly Springs:

(n) Neon signs.

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*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision.*



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: ORD-02-2019, proposed text amendment to the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, changes to lighting regulations regarding signage

DATE: February 28, 2019

COUNCIL MEETING DATE: March 4, 2019

The following changes are recommended to be consistent with the lighting changes made in ORD-01-2019 with respect to Article 19: Design Guidelines for Model Zoning Districts:

ARTICLE 19: DESIGN GUIDELINES FOR MODEL ZONING DISTRICTS

19.8: Holly Springs Parkway District Requirements.

19.8-6 Signs. In addition to the requirements listed below for signs in the Holly Springs Parkway District, Article 10 of this Ordinance should be consulted for the full range and application of sign regulations in Holly Springs:

- (a) Ground Signs – Ground (freestanding) signs shall be limited to monument-type signs no greater than 15-feet in height. Base and sign structure shall be constructed of materials such as brick, stone, stucco, wood, or metal consistent with the architecture and exterior treatment of the building. ~~There shall be no internal illumination of these signs within the Parkway District.~~ If the sign is to list multiple tenants it shall be of a consistent background, lettering style, and color.
- (b) Canopy and Awning Signs – These signs shall be limited to fifteen (15) square feet per road frontage.
- (c) Prohibited Signs – Blinking, neon, portable, inflatable, and banner signs shall not be allowed within the Parkway District. Additionally, all prohibited signs as identified in Section 10.6 of this Ordinance. Temporary signs, as defined in Article 10 of this Ordinance shall be allowed for special sales and events as specified in that Article.

19.9: Hickory Road District Requirements.

19.9-6 Signs. In addition to the requirements listed below for signs in the Hickory District, Article 10 of this Ordinance should be consulted for the full range and application of sign regulations in Holly Springs:

- (a) Ground Signs – Ground (freestanding) signs shall be limited to monument-type signs no greater than 15-feet in height. Base and sign structure shall be constructed of materials such as brick, stone, stucco, wood, or metal consistent with the architecture and exterior treatment of the building. ~~There shall be no internal illumination of these signs within the District.~~ If the sign is to list multiple tenants it shall be of a consistent background, lettering style, and color.
- (b) Canopy and Awning Signs – These signs shall be limited to fifteen (15) square feet per road frontage.
- (c) Prohibited Signs – Blinking, neon, portable, inflatable, and banner signs shall not be allowed within the District. Additionally, all prohibited signs as identified in Section 10.6 of this Ordinance. Temporary signs, as defined in Article 10 of this Ordinance shall be allowed for special sales and events as specified in that Article.

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision.*



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: ORD-03-2019, proposed text amendment to the Holly Springs Zoning Ordinance, Article 19, Design Guidelines for Model Zoning Districts, revise Model Zoning District boundaries

DATE: February 28, 2019

COUNCIL MEETING DATE: March 4, 2019

The model zoning district boundary written descriptions can sometimes be misinterpreted resulting in inadequate enforcement of the guidelines. As such, staff is recommending removal of the descriptions and inclusion of a map showing the district boundaries. Recommended changes are shown below:

ARTICLE 19: DESIGN GUIDELINES FOR MODEL ZONING DISTRICTS

19.1: Model Zoning Districts Established. There are hereby established six (6) model zoning districts that shall collectively overlay all existing zoning districts within the City of Holly Springs. The model districts are hereby identified ~~and defined~~ as follows:

Holly Springs Town Center District

Holly Springs Parkway District

Hickory Road District

East Residential District

West Residential District

Harmony on the Lakes Neighborhood Preservation District

~~Holly Springs Town Center District—All properties located in the downtown area, as depicted in Town Center District map, adopted by City Council on February 19, 2015, and illustrated in Figure 19.7-A.~~

~~Harmony on the Lakes Neighborhood Preservation District—All properties located within the Harmony on the Lakes at Holly Springs Master Plan Development as depicted in the map included as Figure 19.12-A.~~

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~~Holly Springs Parkway District—All properties located east of I-575 and west of the Georgia Northeastern Railway railroad tracks along Holly Springs Parkway (a/k/a Old Highway 5) from the northern most to the southernmost city limits, except for properties located in the above-defined Town Center district. Also included are all properties along Holly Springs Parkway from East of the Georgia Northeastern Railway railroad tracks to the southernmost city limits.~~

~~Hickory Road District—All properties having any physical connection with either side of Hickory Road, except for properties located in the above-defined Downtown Town Center District.~~

~~East Residential District—All properties located east of the railroad tracks, except for properties located in the above-defined Holly Springs Parkway District, Town Center District, or the Hickory Road District.~~

~~West Residential District—All properties located west of I-575.~~

19.2: Model Zoning District Map. The boundaries of the districts ~~defined-identified~~ in section 19.1 of this Article are hereby established as shown on the ~~“Official “Model Zoning District Map,”~~ Figure 19.1 (also referred to herein as “Model District Map”). ~~The official Model District Map shall be kept in the safety box at City Hall along with the enacted Zoning Ordinance and Official Zoning Map.~~ Copies of the map shall be on display and made available to the public at City Hall.

19.3: District Boundary Determination Issues. Where uncertainty exists as to boundaries of any district shown on the Model District Map, the same rules given in section 4.2 of Article 4 of this Zoning Ordinance shall apply.

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision.*

While the Town Center District and Harmony on the Lakes Preservation District already had area maps, the other model districts did not have the individual area maps. Individual maps for each District have been added to this section of the ordinance with corresponding references:

19.7: Holly Springs Town Center District. New commercial development and redevelopment within the Holly Springs Town Center District (TCD) is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. Proposed new construction, renovations, or redevelopment to residential, commercial or industrial structures in this district are required to comply with the requirements of this article prior to receiving development approval, a certificate of occupancy (C.O.), or occupational tax certificate from the City of Holly Springs. Projects requiring a design review are more particularly detailed under Article 19.7-2.2. The boundaries of the Holly Springs Town Center District are shown in Figure 19.2.

19.8: Holly Springs Parkway District Requirements. As with the Town Center District, new commercial development and redevelopment within the Holly Springs Parkway District is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. Recognizing that the Holly Springs Parkway corridor represents the most viable location in the City for large-scale commercial development, such as shopping centers and office parks, some provisions have been made to allow for flexibility when dealing with said development.

The Holly Springs Parkway District is intended to generate quality commercial, office, and mixed-use developments in a pattern reminiscent of nineteenth and early-twentieth century architecture. The regulations recognize the existence of residential uses within this district, especially along the western side of Holly Springs Parkway, and incorporate screening standards that shall remain in place for new development and redevelopment adjoining these residential uses, for as long as said residential uses exist in compliance with this Ordinance and other regulations of the City. The boundaries of the Holly Springs Parkway District are shown in Figure 19.3.

19.9: Hickory Road District Requirements. Building standards and guidelines for the Hickory Road District adapt patterns found in traditional communities to modern needs and construction methods. They seek to reintroduce building types and architectural elements which made traditional American towns and neighborhoods convenient and attractive. In order to re-establish walkable streets, the standards and guidelines provide a Pedestrian-Oriented, Mixed-Use District. As with the Town Center District, new commercial development and redevelopment within the Hickory Road District is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. Recognizing that the Hickory Road corridor represents a viable location in the City for small to mid-scale commercial and mixed-use development that leads into the Downtown Town Center District, such as restaurants, specialty retail shops and loft type

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision.*

residential units, the standards and guidelines which follow are intended to allow flexibility for private development while acknowledging each property's obligation to the public realm.

The Hickory Road District is intended to generate smaller scale quality retail developments that will service the nearby residential base via a pedestrian friendly network but also in a pattern reminiscent of nineteenth and early-twentieth century architecture. The regulations recognize the existence of residential uses within this district, especially above or behind retail stores that line Hickory Road, and incorporates screening standards that shall remain in place for new development and redevelopment adjoining these residential uses, for as long as said residential uses exist in compliance with this Ordinance and other regulations of the City. The boundaries of the Hickory Road District are shown in Figure 19.4.

19.10: East Residential District Requirements. Building standards and guidelines for the East Residential District adapt patterns found in traditional communities to modern needs and construction methods. They seek to reintroduce building types and architectural elements which made traditional American towns and neighborhoods convenient and attractive. In order to re-establish walk able streets, the standards and guidelines provide for a Pedestrian-Oriented traditional neighborhood design. New commercial development and redevelopment within the East Residential District is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. The East Residential District represents the most viable location in the City for detached and attached residential subdivisions with allowance for neighborhood commercial opportunities. The boundaries of the East Residential District are shown in Figure 19.5.

The purpose and intent of these guidelines is to encourage the orderly development of open lands and redevelopment of existing parcels. They are not intended to be inflexible prescriptive requirements or to legislate architecture. They are intended to identify objectives and design standards which are important to the City. Alternative design concepts may be considered when in keeping with the purpose and intent of these guidelines.

Land that is subject to flooding, improper drainage or erosion or that is for topographical or other reasons unsuitable for development use shall not be platted for any use that will continue or increase the danger to health or safety, unless the hazards are first corrected.

Every project shall address itself to all applicable guidelines. Not all goals and objectives are relative to all projects; however, determination of the applicability of the goals and objectives herein shall be made by the City Zoning Administrator. Determination shall be made at the time of Plan review. Determination will be based upon the location of a project's impact on its context and the pedestrian.

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision.*

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19.11 West Residential District Requirements. Building standards and guidelines for the West Residential District adapt patterns found in traditional communities to modern needs and construction methods. They seek to reintroduce building types and architectural elements which made traditional American towns and neighborhoods convenient and attractive. In order to re-establish walk able streets, the standards and guidelines provide for a Pedestrian-Oriented traditional neighborhood design. New commercial development and redevelopment within the West Residential District is intended to be characterized by attractive storefronts, benches, sidewalks, street lamps, and landscaping, with structures situated closer to the street and parking relegated to the sides and rear. The West Residential District represents the most viable location in the City for detached and attached residential subdivisions with allowance for neighborhood commercial opportunities. The boundaries of the West Residential District are shown in Figure 19.6.

The purpose and intent of these guidelines is to encourage the orderly development of open lands and redevelopment of existing parcels. They are not intended to be inflexible prescriptive requirements or to legislate architecture. They are intended to identify objectives and design standards which are important to the City. Alternative design concepts may be considered when in keeping with the purpose and intent of these guidelines.

Land that is subject to flooding, improper drainage or erosion or that is for topographical or other reasons unsuitable for development use shall not be platted for any use that will continue or increase the danger to health or safety, unless the hazards are first corrected.

Every project shall address itself to all applicable guidelines. Not all goals and objectives are relative to all projects; however, determination of the applicability of the goals and objectives herein shall be made by the City Zoning Administrator. Determination shall be made at the time of Plan review. Determination will be based upon the location of a project's impact on its context and the pedestrian.

The Harmony on the Lakes Neighborhood Preservation District boundaries have changed with the addition of "The Gardens of Harmony". The updated map, corresponding references, as well as, guidelines have been updated/added.

19.12: Harmony on the Lakes Neighborhood Preservation District.

19.12-2 Zoning Compliance, Covenants, and Consistency: The underlying property developed into the Harmony on the Lakes at Holly Springs Master Plan Development was rezoned by the Mayor and City Council on February 18, 2003, with Zoning Case# MA-02-03; and included a maximum of 1,250 residential homes as well as the commercial villages component. The case rezoned 540+/- acres, to Planned Development Residential (PDR) with the mixed-use overlay (MXD-II), attaching 39 stipulations of zoning.

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Subsequently, on July 21, 2003, the Mayor and City Council rezoned 118+/- acres to PDR-MXD-II, with Zoning Case# MA-07-03, attaching 29 stipulations of zoning. This property, which became known as “The Reserve” development, with a maximum of 273 detached residential units, was integrated into the Harmony on the Lakes at Holly Springs Master Plan Development. The overall density of Harmony on the Lakes is 2.31 units/acre.

The regulations set forth with this overlay district are intended to supplement the underlying zoning districts and stipulations approved for the Harmony on the Lakes at Holly Springs Master Plan Development. Where conflicts arise between codes or previously adopted ordinances, the regulations set forth by this district shall govern.

Additionally, the Harmony on the Lakes at Holly Springs Master Plan Development is governed by a “Declaration of Covenants, Conditions, and Restrictions,” (“covenants”) recorded October 28, 2004; accompanied by “Design Guidelines,” effective September 1, 2004. Nothing herein is intended to contradict the covenants, design guidelines, sections, and subsections therein, as the covenants are privately enforced and regulated. In the unusual event that a regulatory conflict ever arises between the overlay district and the covenants, the most restrictive standard shall govern.

In 2015, another 71.66+/- acres were added to the Harmony on the Lakes development, with Zoning Case # MA-15-2015. This property, known as “The Gardens of Harmony”, added a potential for 202 units to be developed. Twenty-eight stipulations were placed on the property, many of which were identical to the stipulations placed on the original zoning ordinance for Harmony on the Lakes.

19.12-3 Master Plan Implementation: With 1,523 residential units approved and commercial opportunities available on Highway 140 and Hickory Road, construction began in 2003 to make the Harmony on the Lakes at Holly Springs Master Plan Development a reality. In addition to *The Macauley Companies*, developers and builders including *Patrick Malloy Communities, Landon, Sharp Residential Builders, Pulte, Haven, Westminster*, and more, began to develop pods, sections, and neighborhoods within the Harmony on the Lakes Subdivision, making the master plan a reality. These areas were uniquely designed and constructed, becoming distinctive and eclectic neighborhoods, evolving their very own respective character and personality. The new area, “The Gardens of Harmony,” has been added, as well.

These unique areas and neighborhoods of the Harmony on the Lakes at Holly Springs Master Plan Development and depicted in Figure 19.12-A7 include:

- (a) North Commercial Village
- (b) North Village
- (c) The Reserve
- (d) West Grove
- (e) Parkside
- (f) The Palisades
- (g) Grandview

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision.*

- (h) The Peninsula
- (i) Lakeside
- (j) The Glen
- (k) The Enclave
- (l) The Meadows
- (m) Garden Row
- (n) South Village
- (o) South Commercial Village
- (p) The Gardens
- (q) Lake and Clubhouse, Amenities, and Greenspace

19.12-5.1 North Commercial Village: This area of Harmony on the Lakes was the first entrance into the development and includes a critical commercial component, with retail, service, and governmental uses. Public spaces and sidewalk network are also essential elements of this section. As a village, this area may include commercial along with residential uses, in accordance with the underlying zoning. The boundaries of the North Commercial Village Neighborhood are more specifically identified in Figure 19.~~12-A7~~.

19.12-5.2 North Village: Principally constructed by *Patrick Malloy Communities*, this neighborhood is designed as a traditional neighborhood development, complete with a grid street pattern and rear alley access. Private garages are accessed from the alleyways, with units fronting public streets; street parking areas are provided, as well. The boundaries of the North Village Neighborhood are more specifically identified in Figure 19.~~12-A7~~.

19.12-5.3 The Reserve: Principally constructed by *Sharp Residential*, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets and cul-de-sacs and vehicular access from the front or side of structures onto public streets. The boundaries of The Reserve Neighborhood are more specifically identified in Figure 19.~~12-A7~~.

19.12-5.4 West Grove: Principally constructed by *Patrick Malloy Communities*, this neighborhood is designed as a suburban neighborhood, complete with cul-de-sacs and vehicular access from the front or side of structures onto public streets. The boundaries of the West Grove Neighborhood are more specifically identified in Figure 19.~~12-A7~~.

19.12-5.5 Parkside: Principally constructed by *Haven Homes* this neighborhood is designed as a suburban neighborhood, complete with cul-de-sacs, eyebrows, and vehicular access from the front or side of structures onto public streets. The boundaries of the Parkside Neighborhood are more specifically identified in Figure 19.~~12-A7~~.

19.12-5.6 The Palisades: Principally constructed by *Westminster Homes* and *Baumeister*, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets, cul-de-sacs, eyebrows and vehicular access from the front or side of structures onto public streets. The boundaries of The Palisades Neighborhood are more specifically identified in Figure 19.~~12-A7~~.

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19.12-5.7 *Grandview*: Principally constructed by *Sharp Residential*, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets, cul-de-sacs, and vehicular access from the front or side of structures onto public streets. The boundaries of the Grandview Neighborhood are more specifically identified in Figure 19.12-A7.

19.12-5.8 *The Peninsula*: Principally constructed by *Haven Homes*, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets, eyebrows, cul-de-sacs, and vehicular access from the front or side of structures onto public streets. The boundaries of The Peninsula Neighborhood are more specifically identified in Figure 19.12-A7.

19.12-5.9 *Lakeside*: Principally constructed by *Patrick Malloy Communities*, this neighborhood is designed as a traditional neighborhood development, complete with a grid street pattern and rear alley access. Private garages are accessed from the alleyways, with units fronting public streets; street parking areas are provided, as well. *Lakeside* is situated on the north shore overlooking Lake Harmony. The boundaries of the Lakeside Neighborhood are more specifically identified in Figure 19.12-A7.

19.12-5.10 *The Harmony on the Lakes Southside*: Principally constructed by *Pulte Homes*, the *Harmony on the Lakes Southside* is comprised of three neighborhoods: *The Enclave*, *The Glen*, and *The Meadows*. These three neighborhoods are designed as suburban neighborhoods, complete with curvilinear streets, eyebrows, cul-de-sacs, and vehicular access from the front or side of structures onto public streets. The boundaries of The Enclave, The Glen, and The Meadows are more specifically identified in Figure 19.12-A7.

19.12-5.11 *Garden Row*: Principally constructed by *Macallan Residential*, this neighborhood is designed as a traditional neighborhood development, with row or town houses, complete with a grid street pattern and rear alley access. Private garages are accessed from the alleyways, with units fronting public streets; street parking areas are provided, as well. The boundary of the Garden Row Neighborhood is more specifically identified in Figure 19.12-A7.

19.12-5.12 *South Village*: Principally constructed by *Macallan Residential*, this neighborhood is designed as a traditional neighborhood development, complete with a grid street pattern and rear alley access. Public spaces and sidewalk network are also essential elements of this section. Private garages are accessed from the alleyways, with units fronting public streets; street parking areas are provided, as well. The boundaries of the South Village Neighborhood is more specifically identified in Figure 19.12-A7.

19.12-5.13 *South Commercial Village*: This area of Harmony on the Lakes was the second entrance established into the development, intersecting with Hickory Road. The majority of this area was converted to residential use only and combined with the Garden Row neighborhood, and will include a critical commercial component, with retail, service, and neighborhood commercial uses. The public spaces and sidewalk network are also essential elements of this section. As a village, this area may include commercial along with residential uses, in accordance with the underlying zoning district. The boundaries of the South Commercial Village Neighborhood are more specifically identified in Figure 19.12-A7.

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19.12-5.14 *The Gardens*: Principally constructed by *Lennar-Georgia, Inc.*, this neighborhood is designed as a suburban neighborhood, complete with curvilinear streets, eyebrows, cul-de-sacs, and vehicular access from the front or side of structures onto public streets. Public spaces and sidewalk network are also essential elements of this section. The boundary of The Gardens Neighborhood is more specifically identified in Figure 19.7.

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- (a) *Architectural style and details*: detached houses typically constructed with masonry materials and fiber cement siding as principal components. All structures constructed within this neighborhood shall remain consistent with the architecture of the houses already completed.
- (b) *Building materials*: units constructed must remain consistent with the building materials used in the construction of the neighborhood houses already in existence.
- (c) *Square footage requirement*: each unit in this neighborhood is typically constructed with 1,700 to 2,769 sq. ft. of heated space. No unit shall be constructed with less than 1,700 sq. ft. heated space.
- (d) *Lot size, coverage*: regulated by the underlying zoning district, in conjunction with recorded final plats.
- (e) *Front and side yard setbacks*: regulated by the underlying zoning district, in conjunction with recorded final plats.
- (f) *Building orientation, garage location*: front or side loaded with driveways accessing public streets. All garages shall be minimum two (2) car capacity.
- (g) *Driveways, curbs, and sidewalks*: shall be constructed consistent with established standards in the neighborhood.
- (h) *Landscaping*: individual lot sites must be developed to remain consistent with the landscaping materials and design used in the adjacent lots of the neighborhood houses already in existence in the neighborhood.
- (i) *Commercial component*: commercial structures and uses are prohibited in this neighborhood; except home-based businesses as defined and regulated in Article 3.
- (j) *Public spaces*: Established public spaces and pocket parks shall be maintained and preserved by the Home Owners Association.
- (k) *General consistency*: as this delineated neighborhood develops, redevelops, or should structures or features require maintenance and/or replacement, the general character and style must remain consistent with the theme and standards set forth from initial construction in the neighborhood.

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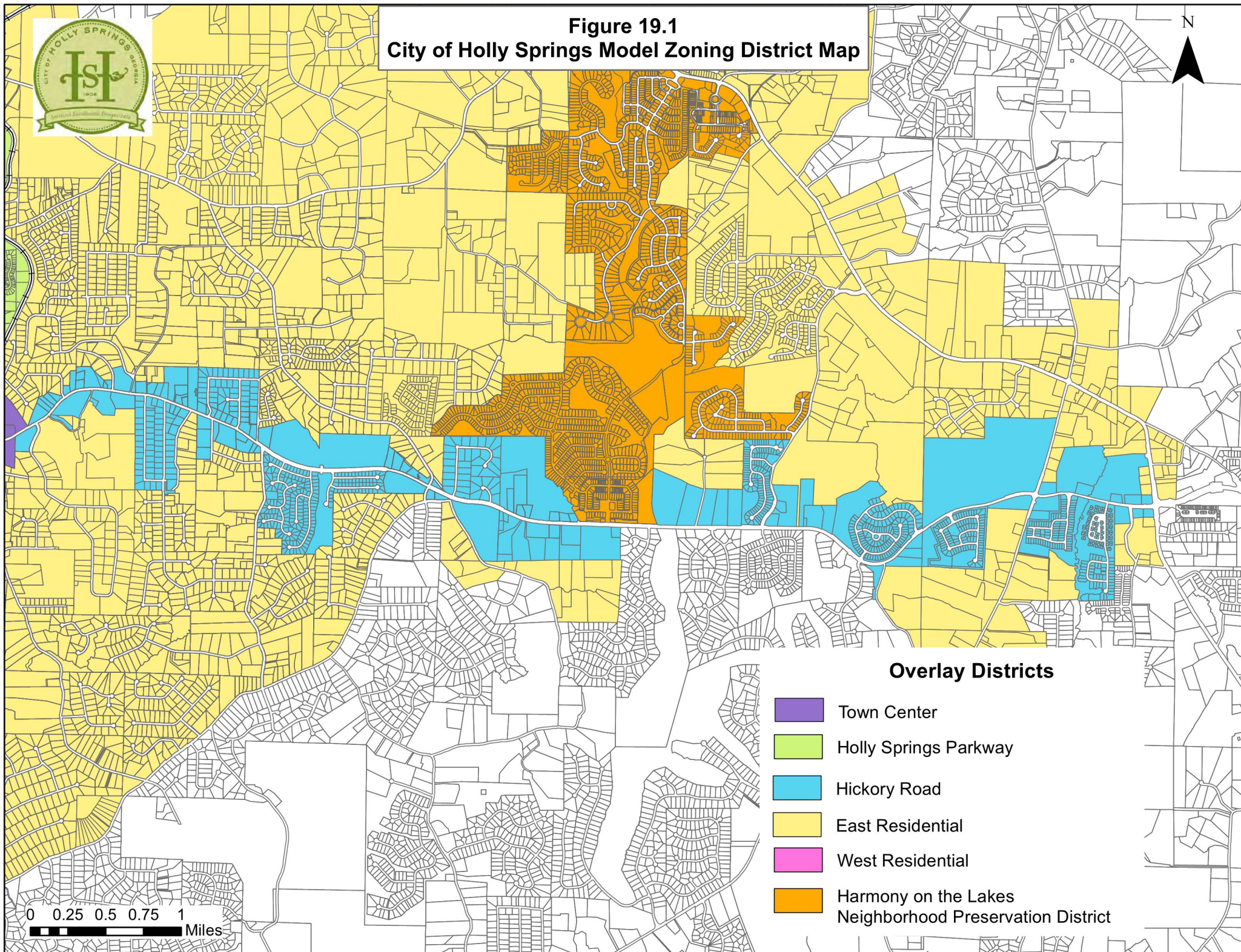
19.12-5.15 *Lake and Clubhouse, Amenities, and Greenspace*: Harmony on the Lakes at Holly Springs is a community, master planned with amenities and greenspace for the enjoyment of the residents therein. Included in these amenities are three separate and distinct lakes, walking trails network, pocket parks, playgrounds, pools, tennis, and a clubhouse complete with meeting rooms, fitness center, and a terraced "great lawn." The boundaries of the Lake and Clubhouse (Lake Harmony) are more specifically identified in Figure 19.12-A7. Many of the amenities and greenspaces, however, are spread throughout the development, as identified in various development plans and final plats.

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Figure 19.1
City of Holly Springs Model Zoning District Map



N



Overlay Districts

-  Town Center
-  Holly Springs Parkway
-  Hickory Road
-  East Residential
-  West Residential
-  Harmony on the Lakes
Neighborhood Preservation District

Figure 19.2
City of Holly Springs Town Center District Map

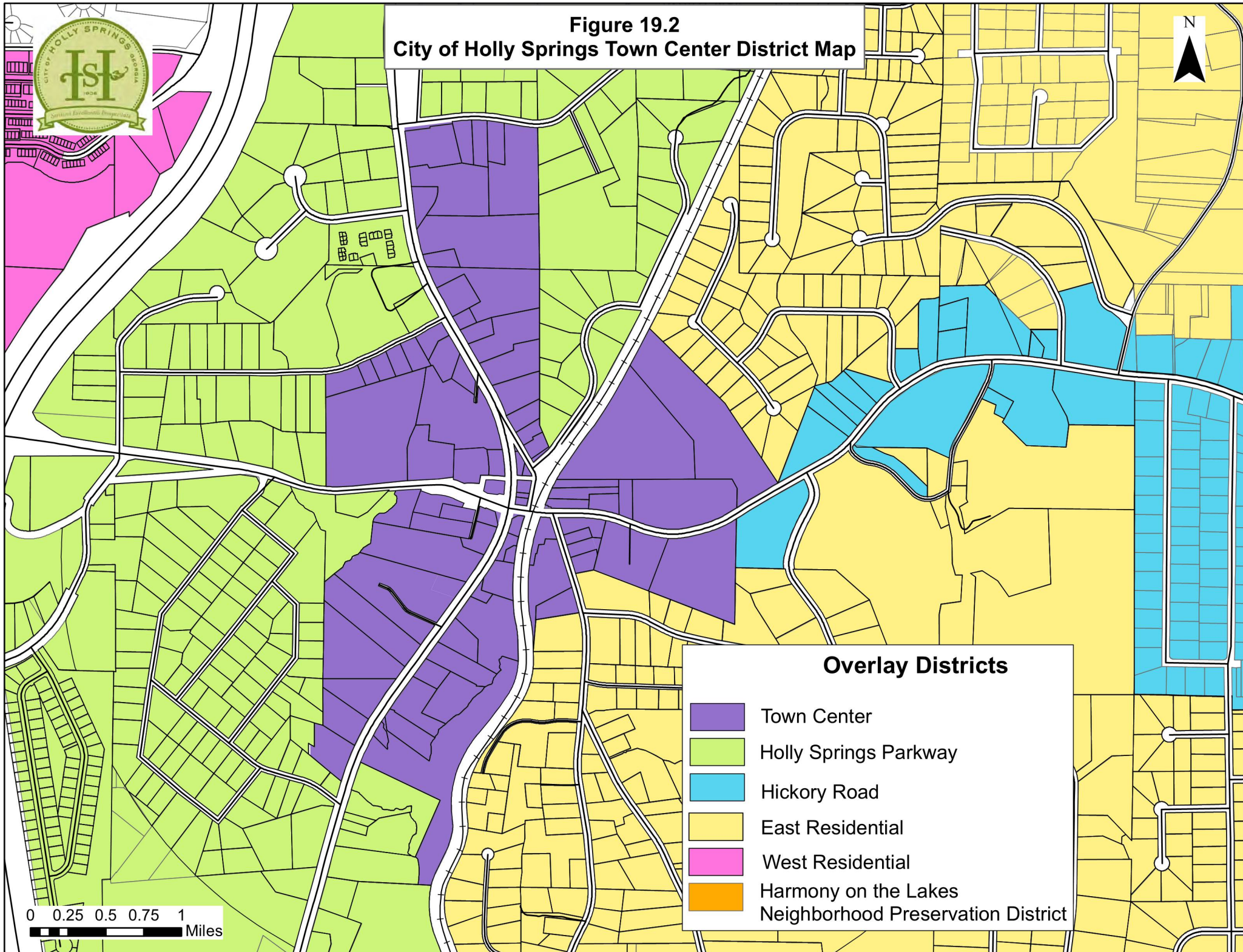




Figure 19.3
City of Holly Springs Holly Springs Parkway District Map

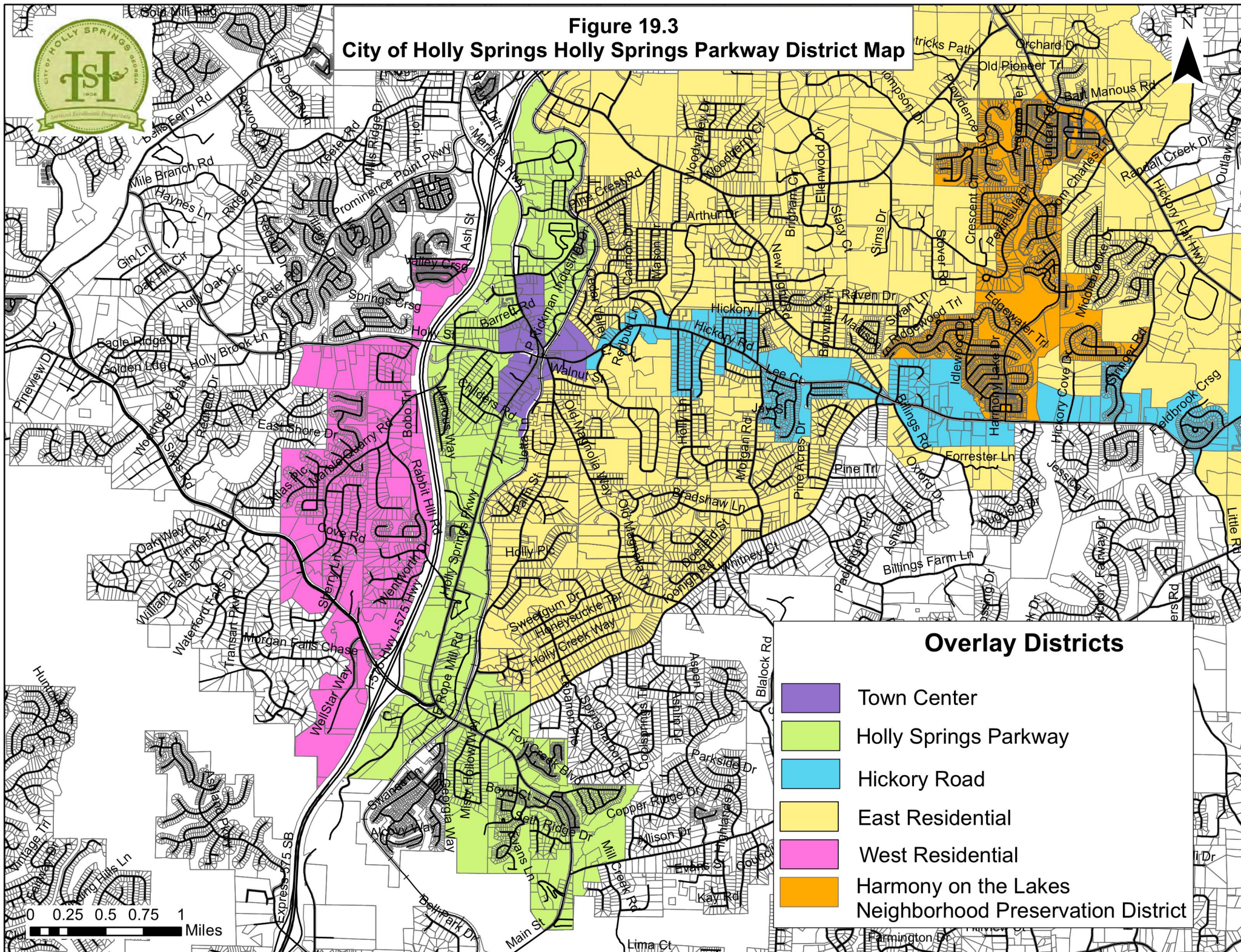


Figure 19.4
City of Holly Springs Hickory Road Zoning District



Figure 19.5
City of Holly Springs East Residential Zoning District

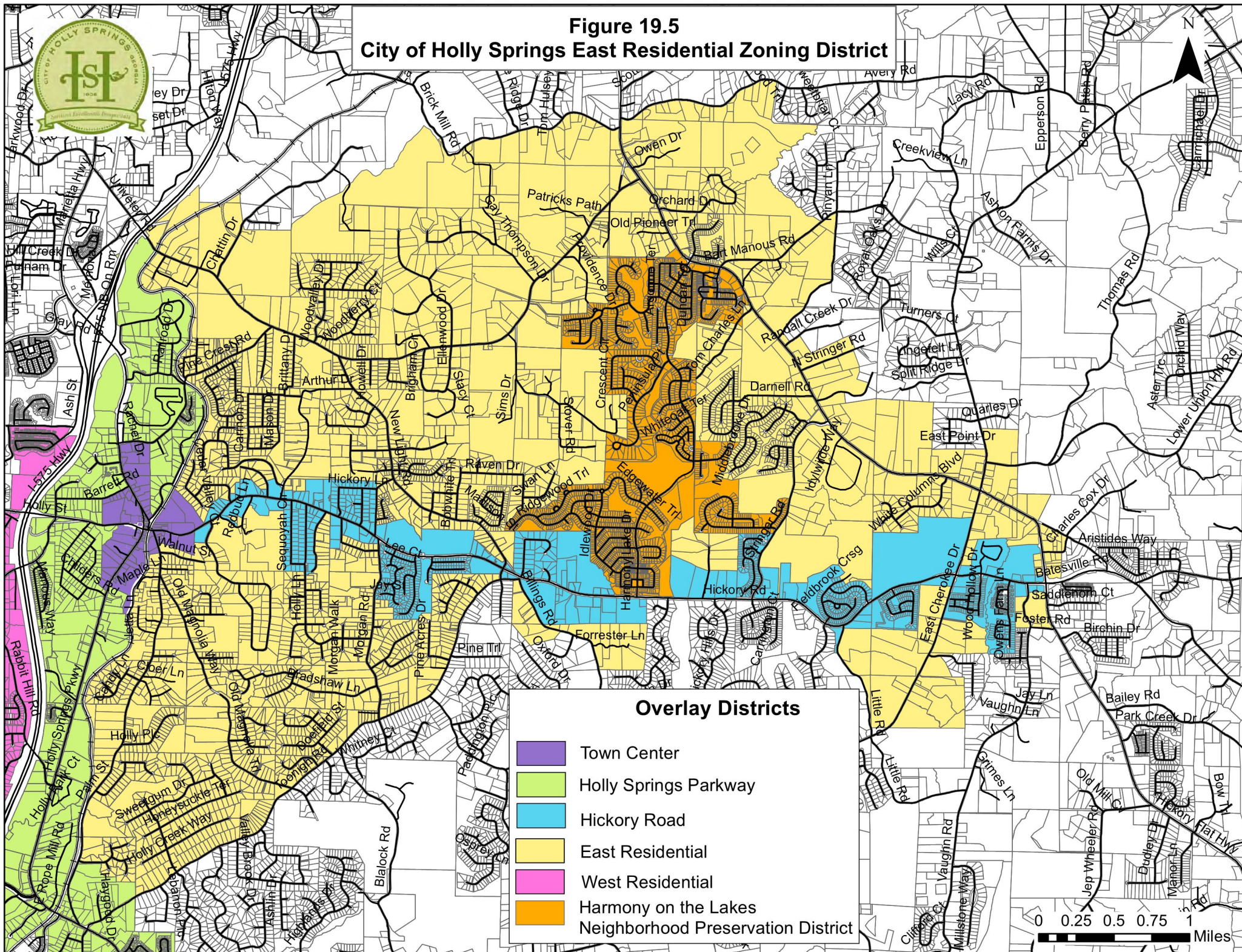




Figure 19.6
City of Holly Springs West Residential District Map

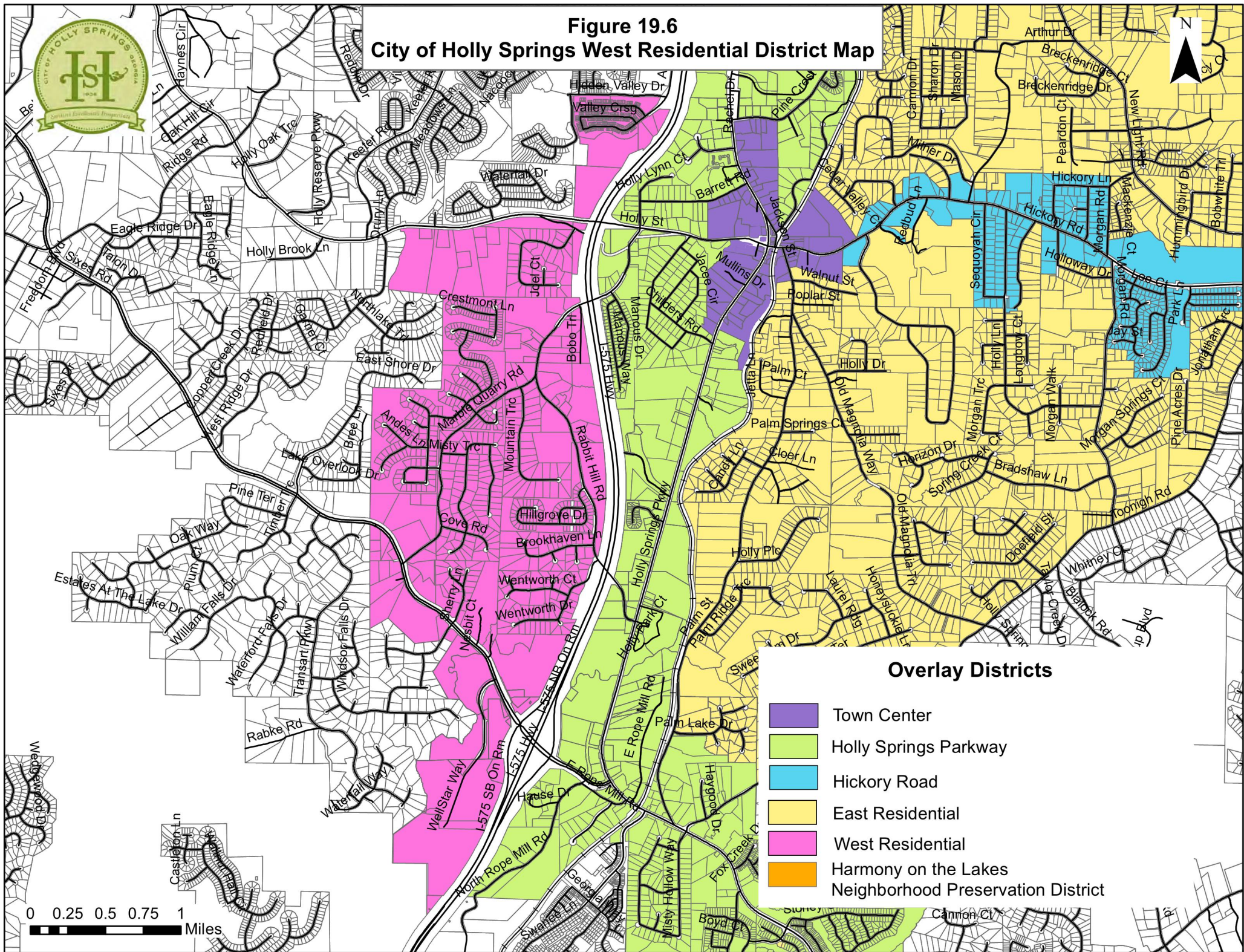
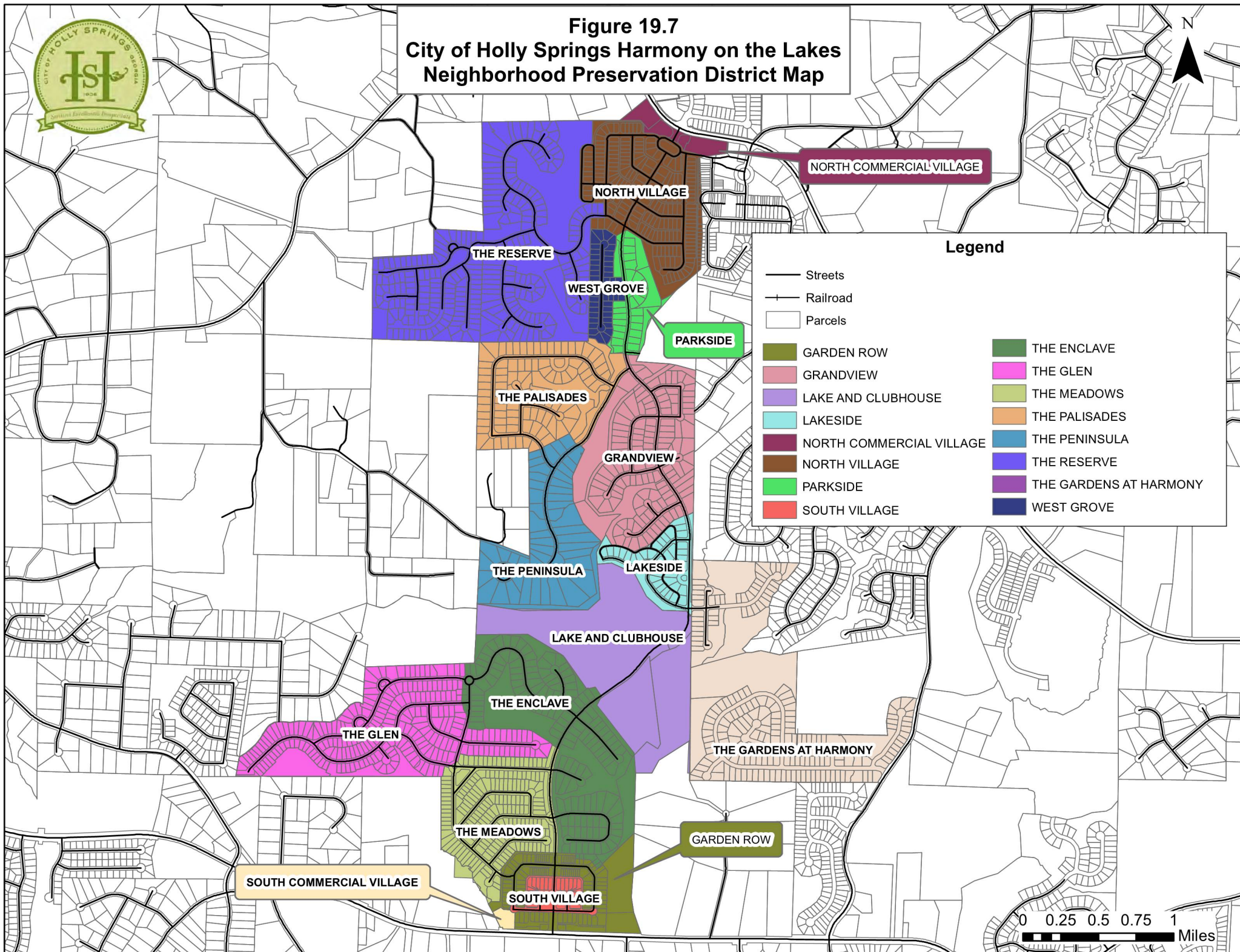




Figure 19.7
City of Holly Springs Harmony on the Lakes
Neighborhood Preservation District Map





COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: **ORD-04-2019**, proposed text amendment to the Holly Springs Zoning Ordinance, Article 4, Establishment of District Boundaries: The Official Holly Springs Zoning Map, Adopted Policy Maps, clarify description of district boundaries, delete Future Land Use Map

DATE: February 28, 2019

COUNCIL MEETING DATE: March 4, 2019

Two changes to this section are needed; one for clarification and one due to changes in the comprehensive plan. The first is a clarification on the interpretation of zoning district boundaries. The second just deletes the future development map as an adopted policy map. This was deleted from the 2018 Comprehensive Plan. Proposed changes are as follows:

ARTICLE 4: ESTABLISHMENT OF DISTRICT BOUNDARIES: THE OFFICIAL HOLLY SPRINGS ZONING MAP. ADOPTED POLICY MAPS

4.2: District Boundaries. Where uncertainty exists as to boundaries of any district shown on said map, the following rules shall apply:

4.2-1 Where boundaries are indicated as approximately following the centerline rights-of-way of streets and alleys, ~~land-lot lines~~the centerlines shall be construed to be such boundaries.

4.2-2 In unsubdivided property or tracts, where a district boundary divides a lot, the location of such boundaries, unless same are indicated by dimensions, shall be determined by use of the scale appearing on such maps.

4.2-3 Where boundaries are so indicated that they are approximately parallel to the centerline of right-of-way of street, alley or highway, such boundaries shall be construed as indicated on the zoning maps. If no distance is given, such dimensions shall be determined by the use of the scale shown on such map.

4.2-4 Where a district boundary line divides a lot that was in single ownership at the time of passage of this article, a special exception may be permitted for the extension of the regulations for either portion of the lot not to exceed fifty (50) feet beyond the district line into the remaining portion of the lot, by following the procedures set forth in Section 15.3-3, Special Exceptions and Interpretations.

4.2-5 In case any further uncertainty exists, the Planning & Zoning Commission shall determine the location of boundaries pursuant to the provisions set forth in Section 15.3-3, Special Exceptions and Interpretations.

4.3: Adopted Policy Maps. Adopted as a components of the City of Holly Springs Comprehensive Plan (Community Agenda), now and as amended, the City of Holly Springs City Council set forth a policy maps to guide the future development and vision of the City. ~~These~~ This maps directs zoning decisions and ~~are-is~~ intended to steer land uses in various areas of the City, now and in the future.

4.3-1: Future Development Map (FDM). The map, now and as amended, named as such and contained in the Comprehensive Plan (Community Agenda), now and as amended, that emphasizes character and design for designated areas, as opposed to recommendations for specific land uses. This map is required by the state's administrative rules for local planning. Also known as the "Character Areas Map."

~~**4.3-2: Future Land Use Map (FLUM).** The map, now and as amended, named as such and contained in the Comprehensive Plan (Community Agenda), now and as amended, that indicates areas appropriate for various land uses and public facilities over time and as described in the Comprehensive Plan text.~~

*** The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision.*



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: **ORD-05-2019**, proposed text amendment to the Holly Springs Zoning Ordinance, Article 2, Interpretations and Definitions, delete Future Land Use Map definition

DATE: February 28, 2019

COUNCIL MEETING DATE: March 4, 2019

This change is necessary due to changes in the comprehensive plan. Since the future development map was deleted from the 2018 Comprehensive Plan, this deletes the definition to eliminate confusion. Proposed changes are as follows:

ARTICLE 2: INTERPRETATIONS AND DEFINITIONS

~~**Future Land Use Map (FLUM):** The map, now and as amended, named as such and contained in the Comprehensive Plan (Community Agenda), now and as amended, that indicates areas appropriate for various land uses and public facilities over time and as described in the Comprehensive Plan text.~~



COUNCIL AGENDA REPORT

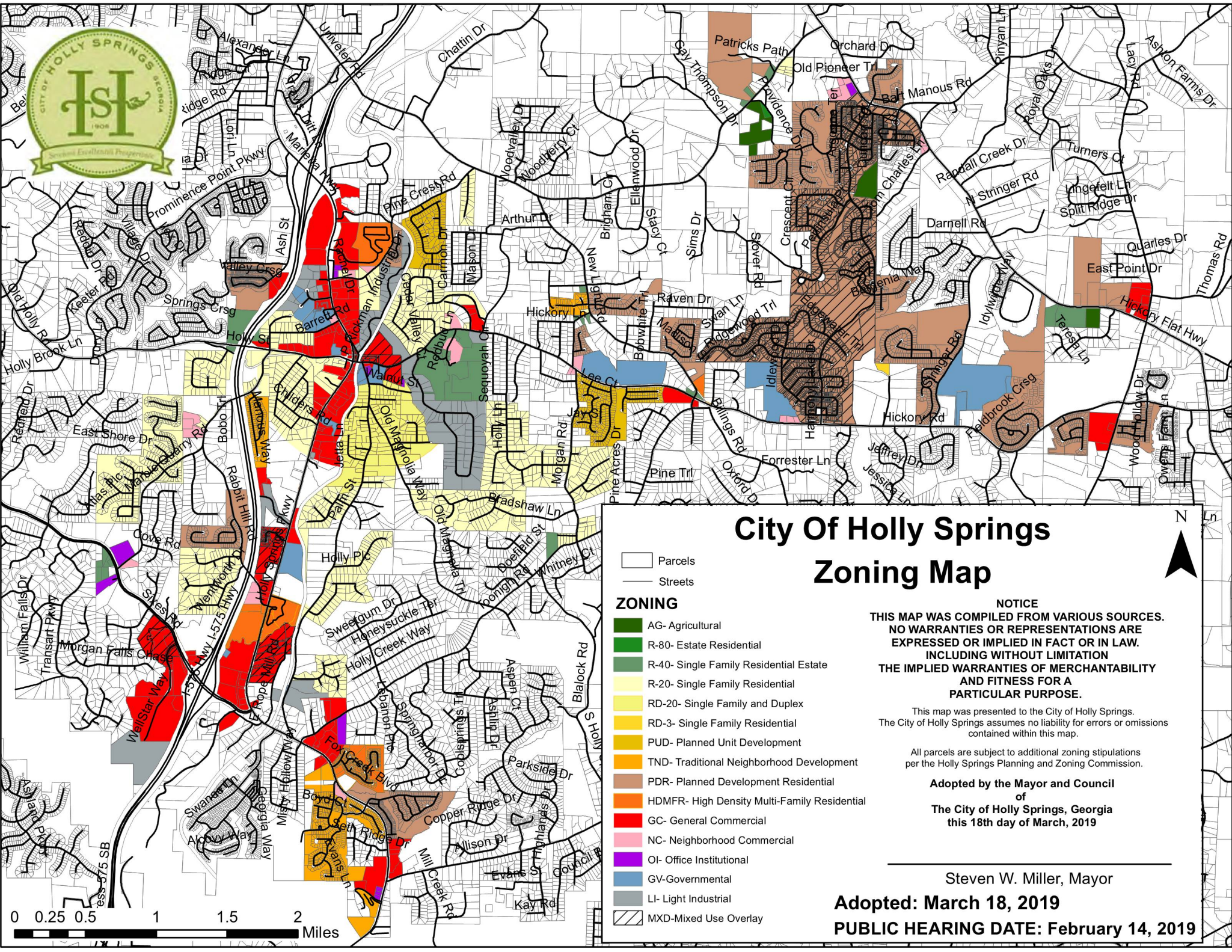
FROM: Nancy Moon

SUBJECT: ORD-06-2019, proposed adoption of the Official Holly Springs Zoning Map

DATE: February 28, 2019

COUNCIL MEETING DATE: March 4, 2019

Annual Adoption of the Zoning Map in its entirety.



City Of Holly Springs Zoning Map



- Parcels
Streets
- ZONING**
- AG- Agricultural
 - R-80- Estate Residential
 - R-40- Single Family Residential Estate
 - R-20- Single Family Residential
 - RD-20- Single Family and Duplex
 - RD-3- Single Family Residential
 - PUD- Planned Unit Development
 - TND- Traditional Neighborhood Development
 - PDR- Planned Development Residential
 - HDMFR- High Density Multi-Family Residential
 - GC- General Commercial
 - NC- Neighborhood Commercial
 - OI- Office Institutional
 - GV-Governmental
 - LI- Light Industrial
 - MXD-Mixed Use Overlay

NOTICE
THIS MAP WAS COMPILED FROM VARIOUS SOURCES.
NO WARRANTIES OR REPRESENTATIONS ARE
EXPRESSED OR IMPLIED IN FACT OR IN LAW.
INCLUDING WITHOUT LIMITATION
THE IMPLIED WARRANTIES OF MERCHANTABILITY
AND FITNESS FOR A
PARTICULAR PURPOSE.

This map was presented to the City of Holly Springs.
The City of Holly Springs assumes no liability for errors or omissions
contained within this map.

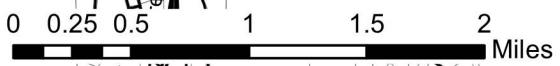
All parcels are subject to additional zoning stipulations
per the Holly Springs Planning and Zoning Commission.

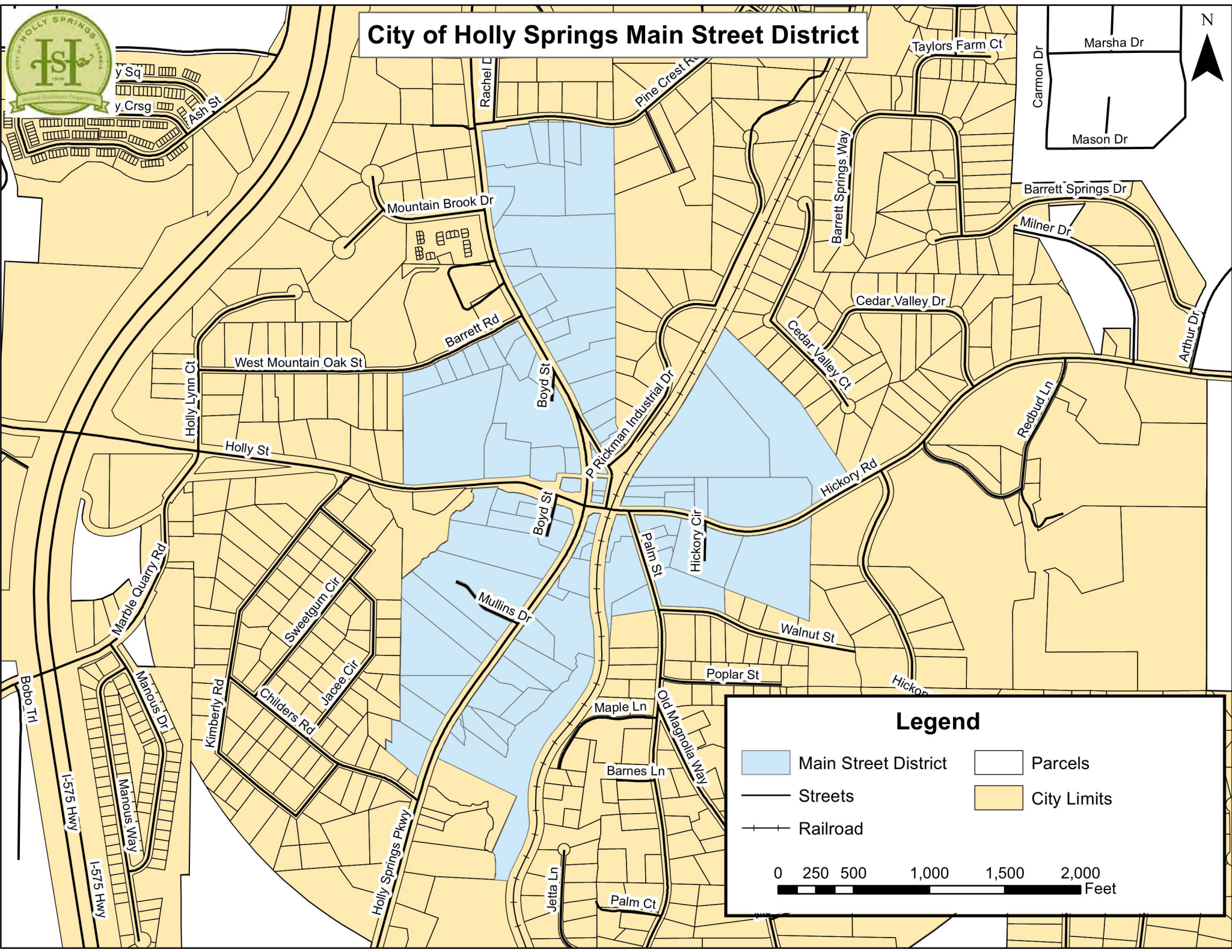
**Adopted by the Mayor and Council
of
The City of Holly Springs, Georgia
this 18th day of March, 2019**

Steven W. Miller, Mayor

Adopted: March 18, 2019

PUBLIC HEARING DATE: February 14, 2019





City of Holly Springs Main Street District

Legend

Main Street District	Parcels
Streets	City Limits
Railroad	

0 250 500 1,000 1,500 2,000 Feet

Mayor
Steven W. Miller

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II



City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

City Attorney
Robert M. Dyer

City Clerk
Karen Norred

City Manager
Robert H. Logan

March 4, 2019

Honorable Mayor Steven W. Miller
Members of the City Council

Ladies and Gentlemen,

We, the City of Holly Springs Main Street Board, would like to offer this letter of support regarding the approval of the Main Street District map as presented to you this evening.

It is intended that the Main Street District match the Town Center zoning district in an effort to mitigate confusion.

The Main Street Board voted to approve this letter of support during its February 26, 2019 meeting.

Sincerely,

Ollie Evans, Chairman
Main Street Board



COUNCIL AGENDA REPORT

FROM: Nancy Moon

SUBJECT: ORD-08-2019, proposed Administrative Fee for Permit Amendments

DATE: February 28, 2019

COUNCIL MEETING DATE: March 4, 2019

We have had a number of amendments to existing residential permits recently. The two main types are changes to the submitted house plans and address corrections. While we are more than willing to provide this service, it involves multiple staff, time, and paperwork, to process the amendment. In many cases, a permit fee refund has to be processed and while they are due this fee refund, the City should be compensated for processing.

Staff has proposed the following amendment to the Municipal Services Master Fee Schedule:

Building, Fire & Development Fees

Permit Amendment Administrative Fee (i.e. change of house plan, address, etc...)	\$100
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City of Holly Springs Work Session Meeting

Speaker Sign In Sheet

March 4, 2019

Meeting Date: _____

Name	Address	City Resident Y/N	Topic of Comment
1. BERNIE SMITH	APPLICANT	N	CASE A01
2. DEBRA FRIEDEN	125 TRANSART PKWY	N	FLAGS ON BRIDGE
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.

