



Mayor and City Council Worksession

Thursday, November 06, 2025 at 6:00 PM

Dacula City Hall, Council Chambers

442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

Agenda

CALL TO ORDER AND ROLL CALL OF MEMBERS:

OLD BUSINESS:

NEW BUSINESS:

- [1.](#) Solid Waste Ordinance discussion
- [2.](#) Rezoning & Variance Applications: 2025-CD-RZ-03, 2025-CD-RZ-04, & 2025-CD-VAR-01
- [3.](#) Construction administration services
- [4.](#) Cellphone buyback

MARSHAL UPDATE:

CITY ADMINISTRATOR UPDATE:

MEMBER COMMENT(S) / QUESTION(S):

ADJOURNMENT:



MEMO

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: October 31, 2025
SUBJECT: Solid Waste Ordinance discussion

The Solid Waste Ordinance was last amended by the City Council on July 3, 2025.

**AN ORDINANCE TO AMEND THE CITY OF DACULA
CITY CODE OF ORDINANCES REGARDING SOLID WASTE SERVICE
Section 22-5**

WHEREAS, the City has adopted a Code of Ordinances, which includes provisions for solid waste services for the benefit of the citizens and the environment; and

WHEREAS, the existing Ordinance should be amended to provide greater efficiency and safety in the process of collection and disposal of solid waste;

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to amend the City Code as outlined in this Ordinance;

NOW THEREFORE, the Mayor and City Council of the City of Dacula hereby ordains that the existing Section 22-5, Items for collection; preparation and placement, is deleted, and the following new Section 22-5 is substituted in its place:

SECTION 1

Sec. 22-5. - Items for collection; preparation and placement.

- (a) A maximum of two City approved garbage receptacles shall be placed at curbside, but not so as to block or impair vehicular access in the street or block the sidewalk. Receptacles should be placed at the curb no earlier than the day before scheduled collection day and removed no later than two days after scheduled collection day.
- (b) Leaves shall be placed at the street curb for removal by the maintenance department. Leaf pickup shall be scheduled at City Hall.
- (c) Fallen limbs, trees, cut limbs, cut trees, brush, and trash of this category shall be cut by the property owner into lengths of not more than four feet in length with a six-inch diameter. Cuttings shall be placed as near as possible to the street or sidewalk right-of-way adjacent to the property but not so as to block or impair vehicular access the street or block the sidewalk. At no time shall trash be placed in gutters, drains, walkways, alleys, sidewalks, or streets of the City. Chipping service shall be scheduled at City Hall.
- (d) An owner or occupant wishing to dispose of large bulky items, such as appliances or furniture, shall notify City Hall and arrange a collection day. Fees for such special pickup shall be fixed from time to time by the mayor and City council.

SECTION 2

The City Administrator and Assistant City Administrator are further authorized to correct typographical errors in the text of the existing Code of Ordinances and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein.

SECTION 3

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 4

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 5

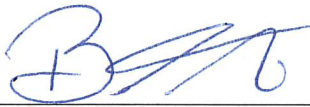
This Ordinance and the amendment outlined herein shall be effective immediately upon adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this 3rd day of July, 2025.

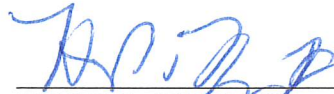
AYES: 4

NAYES: 0

ATTEST:



BRITTNI NIX
CITY ADMINISTRATOR



HUGH D. KING, III
MAYOR, CITY OF DACULA



Memorandum

TO: City of Dacula Planning Commission /
City of Dacula Mayor and City Council

FROM: Hayes Taylor, City Planner

DATE: October 27, 2025 (*Amended October 29, 2025*)

CASES: **2025-CD-RZ-03, 2025-CD-RZ-04 & 2025-CD-VAR-01**

Executive Summary

The Applicant, Hayley Todd on behalf of PEC+, has submitted two applications to rezone five (5) parcels within the Downtown Overlay District from R-1200 DOD, O-I DOD, and C-1 DOD to R-TH DOD and C-2 DOD. Several concurrent Variances are requested in the applications. Six (6) existing parcels would be recombined to create a ±3.28-acre project site to develop a proposed split zoned 40-unit rowhouse community, and pedestrian-scale retail master development.



Property and Surrounding Land Use Information						
Addresses	103 Broad St.	103 Broad St.	107 Broad St.	217 Wilson St.	227 Wilson St.	Second Ave.
Parcel ID #	R5302A222	R530A140	5302A081	R5301A076	R5302A077	5302A017
Current Zoning	C-1 <i>DOD</i>	C-1 <i>DOD</i>	R-1200 <i>DOD</i>	O-I <i>DOD</i>	O-I <i>DOD</i>	C-2 <i>DOD</i>
Proposed Zoning	C-2 <i>DOD</i>	C-2 <i>DOD</i>	R-TH <i>DOD</i>	C-2 <i>DOD</i> / R-TH <i>DOD</i>	R-TH <i>DOD</i>	C-2 <i>DOD</i>
Current Development	Existing Retail, Undeveloped, and City Park					
2050 Comprehensive Plan Character Area	Dacula Downtown					
Streets	Broad Street, Third Avenue, Second Avenue, and Wilson Street are maintained by the City of Dacula					
Surrounding Neighborhood						
North	R-1200 <i>DOD</i> (Single-Family Residential, <i>Downtown Overlay District</i>)					
South	C-2 <i>DOD</i> (General Commercial District, <i>Downtown Overlay District</i>)					
East	C-1 <i>DOD</i> (Neighborhood Commercial District, <i>Downtown Overlay District</i>) & PARK (City Park, <i>Downtown Overlay District</i>)					
West	GOV <i>DOD</i> (Government Facility, <i>Downtown Overlay District</i>)					
Recommendation						
Staff	Approval with staff conditions.					

Existing Land Use and Zoning

The subject property totals ±3.28 acres and is located northeast of the Broad St. and Second Ave. intersection. The north-eastern most portion of the site abuts the Third Ave. and Wilson St. intersection.

The proposed split-zone development is comprised of six (6) parcels with varying zoning classifications and uses. 103 Broad St. is zoned C-1 *DOD* (Neighborhood Commercial District, *Downtown Overlay District*). The property currently contains a legal nonconforming commercial building that has hosted a

variety of businesses in recent years. 107 Broad St. is zoned R-1200 *DOD* (Single-Family Residential District, *Downtown Overlay District*) and is currently undeveloped. 217 Wilson St. and 227 Wilson St. are zoned O-I *DOD* (Office-Institutional District, *Downtown Overlay District*). 217 Wilson St contains an extension of Old Mill Park and contains forty (40) off-street surface parking spaces for common use. 227 Wilson St. has remained vacant since 2007.

The project site is surrounded by a variety of zoning districts such as C-1 *DOD* (Neighborhood Commercial District, *Downtown Overlay District*), C-2 *DOD* (General Business District, *Downtown Overlay District*), GOV (Government Facility), PARK (City Park, *Downtown Overlay District*), and R-1200 *DOD* (Single-Family Residential, *Downtown Overlay District*). Nearby uses include multiple restaurants, a medical office, a park, an educational institution, a rehabilitation center, and a variety of retail and office uses. The Second Ave. commercial strip to the south is zoned C-2 *DOD* (General Commercial District, *Downtown Overlay District*).

The entirety of the site falls within the Downtown Overlay District (DOD). The Overlay, ratified in 2024, imposes site standards and design guidelines on properties within its boundaries to facilitate development and revitalization that is compatible with a traditional, walkable downtown. The adjacent pre-World War II Second Ave. commercial area is the basis for the downtown standards.

The Proposed Development

Site Plan

The applicant is seeking to construct a split-zoned 40-unit rowhouse neighborhood, and two (2) additional commercial units on a ± 3.28 -acre assemblage north of Second Ave. (pictured to the right).

The proposed site plan shows two (2) rowhouse neighborhood ingress/egress points, on Wilson St. and Third Ave. from the ± 2.51 -acre R-TH tract. The rowhouse would face public right-of-way or the proposed interior common open space. The current site plan depicts internal sidewalks, but does not show complete internal connectivity. The mail kiosk and common space are accessible by internal sidewalks that connect rowhouse to the public street. Elevations have not been provided by



the Applicant for the proposed housing product.

The proposed ± 0.77 -acre retail tract would be redeveloped for 5,600 SF of additional commercial retail space, and roughly 1,100 SF of existing commercial space located on Broad Street, across from Dacula High School. The application materials show roughly 22,900 SF of civic space. The delineated civic space includes a publicly accessible privately maintained pedestrian path that connects the residential facing courtyard, the retail component, and the Second Ave. Plaza.

The submitted site plan shows thirteen (13) street parking spaces along Broad Street and Third Avenue, thirty (30) off-street parking spaces for commercial businesses, and two (2) off-street parking spaces per rowhouse. The proposed street-parking along Wilson St. is shown within the residential tract, outside of City right-of-way. On-street parking along Broad St. is proposed within City right-of-way.

Records show that the subject property contains steep topography. The City owned Wilson St. extension of Old Mill Park, and the Second Ave. alley have experienced consistent washout of the gravel parking lot. Increasing the impervious surface would increase stormwater runoff from the site and as such, would require infrastructure improvement.

Analysis

To accommodate the proposed project, the Applicant requests the following:

1. The rezoning of parcels 5302A081, R5302A077, and the northern portion of parcel 5302A076 from R-1200 *DOD*, O-I *DOD*, Park *DOD* to R-TH *DOD*.
2. The rezoning of parcels R530A140, R5302A222 and the southern portion of parcel 5302A076 C-1 *DOD* and Park *DOD* to C-2 *DOD*.
3. A variance to Appendix B, Article 9, Section 917 D.1.c. to allow front loaded off-street.
4. A variance to Appendix B, Article 9, Section 917 D.1.f. to allow two curb cuts within 300 feet.
5. A variance to Appendix B, Article 9, Section 917 H. Table 5, to waive the requirement for a build-to-zone on the east side of the proposed commercial unit accessible from Wilson Street.

Rezoning Request

The subject property is located within the Downtown Overlay District, with a variety of uses bordering the property. The requested rezoning of the ± 2.51 -acre assemblage from the existing zoning districts to R-TH *DOD* (Residential Townhome District, *Downtown Overlay District*) for the development of a front-loaded rowhouse community. The rezoning request could be considered compatible with nearby residential, commercial, and institutional uses. The parcel's central location within the old town Dacula area allows for amenity-oriented development, providing future residents with easy access to educational, healthcare, and consumer opportunities.

The applicant additionally requests the rezoning of the remaining ± 0.71 -acre from the current zoning districts to C-2 *DOD* (General Business District, *Downtown Overlay District*). To the south, the old downtown Dacula strip dating back to 1800s along Second Avenue, directly abuts the assemblage. The submitted concept plan is similar to the site design of the existing downtown Dacula, and would be consistent with Second Ave.'s current built-form. The internal pedestrian extension and proposed plaza fronting Second Ave. would tie into the existing pedestrian traffic, providing a natural extension of retail space. The proposed pedestrian path, plaza and courtyard further conform to the objectives of the Downtown Overlay District, and meet the 15% civic space requirement for redevelopments above 3-acres.

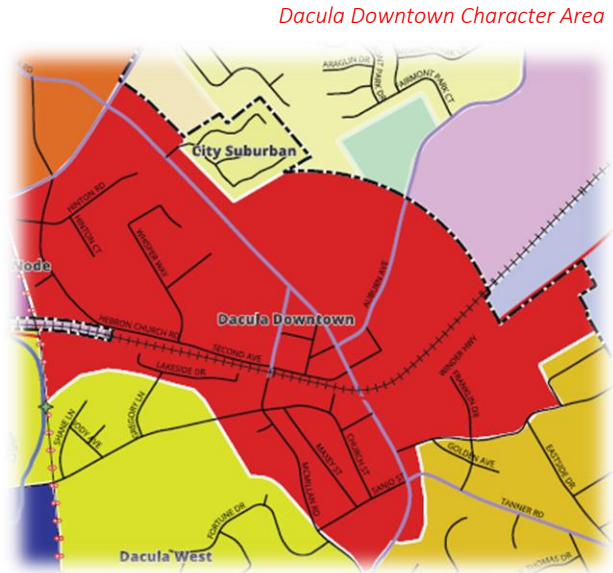
Variance Requests

The applicant additionally requests two-curb cuts within 300 ft, the waiving of the build-to-zone, and front-loaded off-street parking. The subject property's topography would likely prevent the inter-parcel access between the rowhouse neighborhood and the proposed commercial units. Thus, decreasing the feasibility of the commercial units, should an additional curb cut not be allowed.

The submitted concept plan complies with the intent and purpose of the DOD. The proposed internal pedestrian path and orientation of the new commercial units away from the right-of-way lends itself to the front loading of the shared parking area along Wilson St. These circumstances and the requested variances could serve to promote the goal of downtown redevelopment. Given the hardship derived from the topography and the nature of the unique pedestrian site design, staff recommends approval of the requested variances.

Comprehensive Plan Consistency

The proposed development falls within the Dacula Downtown Character Area (City of Dacula 2050 Comprehensive Plan pg. 59). The Dacula Downtown character area land use and zoning considerations call for a mix of “retail, office, and residential” developments that conform with “a downtown character” (pg. 61). The character area description emphasizes the need for a livable, walkable city center with higher densities as appropriate. The Dacula Downtown Land Use & Zoning Considerations further emphasizes the desire for community gathering spaces and pedestrian walkways. Although the requested R-TH designation is not specifically called for in the Guidance for Rezoning table (pg 69), the submitted application could be considered consistent with the character area description, given the pedestrian oriented site plan, inclusion of civic space, and the extension of the downtown development pattern.



Recommendation:

Staff recommends approval of the rezoning of four (4) parcels north of Second Avenue and to the east of Dacula High School (R5302A077, R530A140, R5302A222 and R5302A017) from R-1200 DOD, O-I DOD, and C-1 DOD to R-TH DOD and C-2 DOD. Staff further recommends the approval of the concurrent Variance requests from the Downtown Overlay District to accommodate the proposed development.

The Department notes the Planning Commission recommended denial, which carried 3-0, for the subject rezoning requests and the associated variances at the October 27, 2025, Planning Commission Public Hearing.

The analysis of the application should be made based upon the “Standards Governing Exercise of the Zoning Power” as stated in Section 1702 of The 2000 Zoning Ordinance of the City of Dacula.

1. Whether the proposed rezoning and variances will permit a use that is suitable in view of the use and development of an adjacent and nearby property?

With the proper conditions, the proposed rezoning and variances could be considered consistent with the adjacent and nearby commercial uses along Second Ave., Dacula High School and the

residences along Third Ave. The proposed rezoning would extend the old town development pattern present along Second Ave.; and would provide transition from commercial to the proposed residential use; and would provide for redevelopment as described in the Comprehensive Plan and Urban Redevelopment Plan.

2. *Whether the proposed rezoning and variances will adversely affect the existing use or usability of adjacent or nearby properties?*

If approved, the recommended conditions would help mitigate any negative impacts on current and future residences.

3. *Whether the property to be affected by the proposed rezoning and variances has a reasonable economic use as currently zoned?*

Yes, the property has reasonable economic use as currently zoned.

4. *Whether the proposed rezoning and variances will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?*

The proposed use is not expected to create excessive or burdensome use for utilities, existing streets, transportation facilities, or schools. The existing stormwater infrastructure downstream of the site will need to be improved to support the increase in impervious surface and stormwater runoff. The site plan shows streetscape improvements to address the additional pedestrian and on-street parking needs. The proposed conditions would require stormwater and streetscape improvements to address the increased infrastructure burden.

5. *Whether the proposed rezoning and variances request is in conformity with the policy and intent of the Land Use Plan?*

The subject parcel is within the Dacula Downtown Character Area of the City of Dacula's Future Land Use Map. The principal object of the character area is to "decrease vehicular traffic by providing access to trails, sidewalks, and public transport" while facilitating local employment opportunities, proximal to residences in a traditional downtown development pattern (Dacula 2050 Comprehensive Plan pg. 61). Furthermore, the character area policies call for the balance of housing and employment opportunities (pg. 61). The proposed site plan would place called for housing units proximal to additional employment opportunities and resources.

6. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning and variances?*

The proposed development may further the goals of the Downtown Overlay District (DOD), the Urban Redevelopment Plan (URP), and the designated Downtown Dacula character area. The submitted project could be considered to comply with objectives 3, 4, and 5 of the URP, which call for sidewalks/trails, infill housing, and the provision of communal civic space. The URP references the area surrounding the project as the "Second Avenue District," stating that it is primed for "walkable commercial, mixed-use revitalization" on a grid like development pattern

(*Urban Redevelopment Plan*, pg 4). The primary goal of the DOD is to facilitate consistent quality architectural design and a development pattern consistent with pre-World War II town centers. Although the applicant has not submitted elevations for the project, which require additional administrative review, the proposed site design complies with the intent of the DOD.

Recommended Conditions

Land Use and Concept Plan

1. The property shall be developed in accordance with the conceptual site plan prepared by Planners & Engineers Collaborative+, Inc. submitted October 20, 2025, and with the provided zoning conditions. Any substantial deviation from the approved conceptual plan and/or remaining conditions of zoning shall be resubmitted to the City Council for consideration. The City Administrator shall determine what constitutes substantial deviation.
2. No outdoor storage shall be permitted on site.
3. No drive-thru or gas station uses shall be permitted.
4. The developer shall submit the Final Plat to the City of Dacula prior to the issuance of any building permits.
5. The developer shall provide a pedestrian access easement, connecting the public sidewalk, the Second Avenue Plaza, the interior frontage of the proposed retail buildings, and the civic courtyard.
6. Pedestrian access easements shall be provided for sidewalks within private property lines. Sidewalk and on-street parking spaces on private property shall be maintained by the property owner and remain publicly accessible.
7. The proposed retail building contained within “New Parcel #2” with vehicular access to Wilson St may front the pedestrian path in place of the right-of-way. The build to line shall be measured from the internal pedestrian path in place of the sidewalk on Wilson St. to allow for right-of-way fronting off-street parking.

Architectural Design

8. The architectural designs should comply with Downtown Overlay District standards. The proposed elevation, building materials, and colors shall be approved by the Planning & Development Department prior to building permit issuance.
9. A concept plan for proposed Second Avenue plaza and the pedestrian connection extending to the rowhouse parcel shall be submitted to the Planning & Development Department for review and comply with the following standards:
 - a. The pedestrian connection to Second Avenue shall visually resemble the sidewalk along Second Avenue, be a combination of brick and concrete, and be a minimum of six (6)

feet wide.

- b. The concept plan shall include a lighting plan. Lighting shall be directed towards the ground, away from residences. The pedestrian connection shall contain bollard lights, or another pathway lighting option. Lighting alternatives are subject to the approval of the Planning & Development Department.
- c. The plaza shall provide seating, and shade for pedestrians. The pedestrian seating shall include but is not limited to six (6) shaded commercial grade pedestrian benches, two (2) commercial grade picnic tables and corresponding seating, one (1) commercial grade bicycle rack and three (3) trash receptacles in compliance with the examples shown Article 9, Section 917.F.4 of the Zoning Resolution.
- d. The plaza shall contain permanent, commercial grade shade structure. Shade structures may include umbrellas, shade sails, extended awnings, single or multi-panel canopies, and pergolas capable of providing shade for at least eight (8) people.
- e. The landscape plans for the Second Ave. plaza, pedestrian path, and civic courtyard connection shall extend the tree canopy with native trees and vegetation. At minimum, the plaza and pedestrian connection shall include eight (8) additional understory trees.
- f. The plaza shall contain a public art feature, or an alternative central public amenity. The public art feature must be approved by City Council prior to construction.
- g. The civic courtyard shall contain a native specimen tree at the center. The tree must be a minimum of 3 inch DBH and eight (8) feet in height at the time of planting.
- h. The pedestrian plaza must be publicly accessible and maintained by the private property owner.

Landscape and Parking

- 10. Each townhome building shall have landscape features to include, but not necessarily limited to flowerbeds, a minimum of one (1) under story decorative tree, evergreen understory plantings and the like. Subject to review and approval by the City Administrator or his/her designee.
- 11. External street trees shall be of one or a combination of the following species:
 - i. American Hornbeam
 - ii. Bloodgood Japanese Maple
 - iii. Carolina Silverbell
 - iv. Eastern Redbud
 - v. Georgia Oak
 - vi. North Red Oak

- vii. Nuttal Oak
 - viii. Red Maple
 - ix. Shumard Oak
 - x. Southern Sugar Maple
 - xi. Sweet Bay Magnolia
 - xii. American Sycamore
12. A maximum of eighteen (18) front-loaded surface level parking spaces are permitted along Wilson St. "New Parcel #2."
 13. The Wilson St. parking lot shall be shielded from view from the right-of-way by native understory trees or shrubs.
 14. Gravel parking areas shall be prohibited. All parking surfaces shall comply with Article 6, Section 6.6.4 of the Development Regulations and Section D.3.a. of the Downtown Overlay District.

Transportation and Infrastructure

15. All streetlights, area lights, and pedestrian walkway lights must be towards the ground. If the fixtures outlined Section 917.F of the Downtown Overlay District are unavailable, alternatives are subject to the City Administrator's approval.
16. The developer shall provide adequate sidewalk connection from the interior retail buildings to the pedestrian path.
17. The developer shall improve the City owned alleyway behind the Second Ave. buildings. The stormwater improvements shall prevent runoff from draining onto the alleyway. All improvements must be reviewed by the Planning & Development Department.
18. The alleyway improvements are the responsibility of the developer. Maintenance will be the responsibility of the City after improvements have been fully constructed and approved by the City Engineer.
19. The developer must analyze, improve, and reconstruct the downstream stormwater pipe and structure connections from the southeastern corner of the proposed parcel #2 near Wilson St. - south to Second Ave. and at the connection bordering the proposed plaza. The developer shall dedicate stormwater access easements to the City at each connection improvement. All connection improvements must be reviewed by the Planning & Development Department.
20. The developer shall provide six (6) foot wide sidewalks along the entirety of the property frontage of 3rd Avenue, and Wilson Street in compliance with Section 917.C.3.b.1 of Article 9 of the Downtown Overlay District.

21. The developer shall provide eight (8) foot wide sidewalks along the entirety of the property frontage of Broad Street, in compliance with Section 917.C.2.b.1 of Article 9 of the Downtown Overlay District.
22. Parallel parking and external streets must be high back curb. Roll off curb is permitted for internal drives. Roll off curb is not permitted for the internal drive stubs.
23. Internal street light service fees and maintenance are the responsibility of the mandatory property owner's association.
24. Prior to the issuance of a Development Permit, the developer must satisfy City of Dacula requirements. The Developer shall also provide a traffic impact study, as required by Article 4 of the Development Regulations. Subject to final approval by the City of Dacula, the developer shall make any improvements required by the submitted traffic impact study.

Sign and Advertisement

25. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site without appropriate permit(s). No decorative balloons or hot-air balloons shall be displayed on the site.
26. Live human advertisements shall be prohibited within the subject area. This includes, but is not limited to, sign spinners, twirlers, dancers, clowns, and / or other similar temporary advertising methods commonly provided by costumed or animated humans.
27. Per Section 917.J.3 of the Downtown Overlay District, blinking, exposed neon, electronic messaging, scrolling, portable, and inflatable signage shall be prohibited.

Development Phasing

28. The public plaza, pedestrian path, and the civic courtyard shall be completed no later than the time of issuance of the 10th Certificate of Occupancy for the rowhome neighborhood.



City of Dacula
P. O. Box 400
Dacula, GA 30019
(770) 962-0055 / Fax (770) 513-2187

REZONING/ CHANGE OF CONDITIONS/ SPECIAL USE PERMIT APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF DACULA, GEORGIA.
(Please Type or Print using **BLACK INK**)

APPLICANT *	PROPERTY OWNER *
NAME <u>Hayley Todd on behalf of PEC+</u>	NAME <u>Many, See attachment</u>
ADDRESS <u>350 Research Court Ste 200</u>	ADDRESS _____
CITY <u>Norcross</u>	CITY _____
STATE <u>GA</u> ZIP <u>30092</u>	STATE _____ ZIP _____
PHONE <u>678.684.6287</u> FAX _____	PHONE _____ FAX _____

APPLICANT IS THE:

- ☒ OWNER'S AGENT
☐ PROPERTY OWNER
☐ CONTRACT PURCHASER

CONTACT PERSON Hayley Todd

COMPANY NAME PEC+

ADDRESS 350 Research Court Ste 200, Norcross, GA 30092

PHONE 678.684.6287 FAX _____

EMAIL htodd@pec.plus

* Include any person having a property interest
and/or a financial interest in any business entity having
property interest (use additional sheets if necessary).

PRESENT ZONING DISTRICT(S) C-1, C-2, R-1200, OI REQUESTED ZONING DISTRICT R-TH AND C-2/DOD
 LAND LOT(S) 302 PARCEL # MULTIPLE DISTRICT(S) 5 ACREAGE 3.22

PROPOSED DEVELOPMENT OR SPECIAL USE REQUESTED

A proposed rezoning of approx. 3.22 acres from C-1 C-2, R-1200, and OI to R-TH and C-2/DOD to facilitate the development of a
 mixed-use development consisting of 40 rowhomes and approximately 6,000 square feet of
 local retail uses.

RESIDENTIAL DEVELOPMENT:

NO. OF LOTS/DWELLINGS UNITS 40

DWELLING UNIT SIDE (SQ. FT.) 20x50 feet

NON-RESIDENTIAL DEVELOPMENT:

NO. OF BUILDINGS/LOTS _____

TOTAL GROSS SQ. FEET _____

LETTER OF INTENT & LEGAL DESCRIPTION OF PROPERTY

*** PLEASE ATTACH A "LETTER OF INTENT" EXPLAINING WHAT IS PROPOSED and
 TYPED "LEGAL DESCRIPTION" OF PROPERTY TO BE AMENDED ***

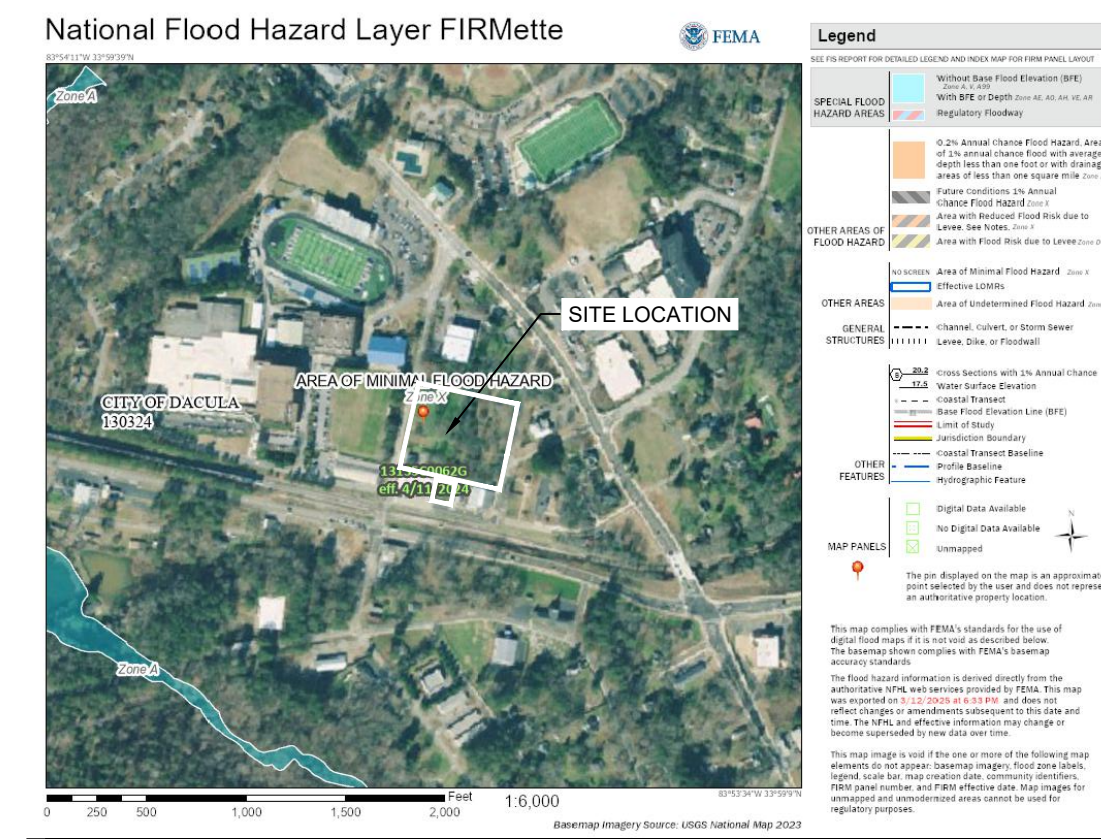
CASE NUMBER

LEGEND

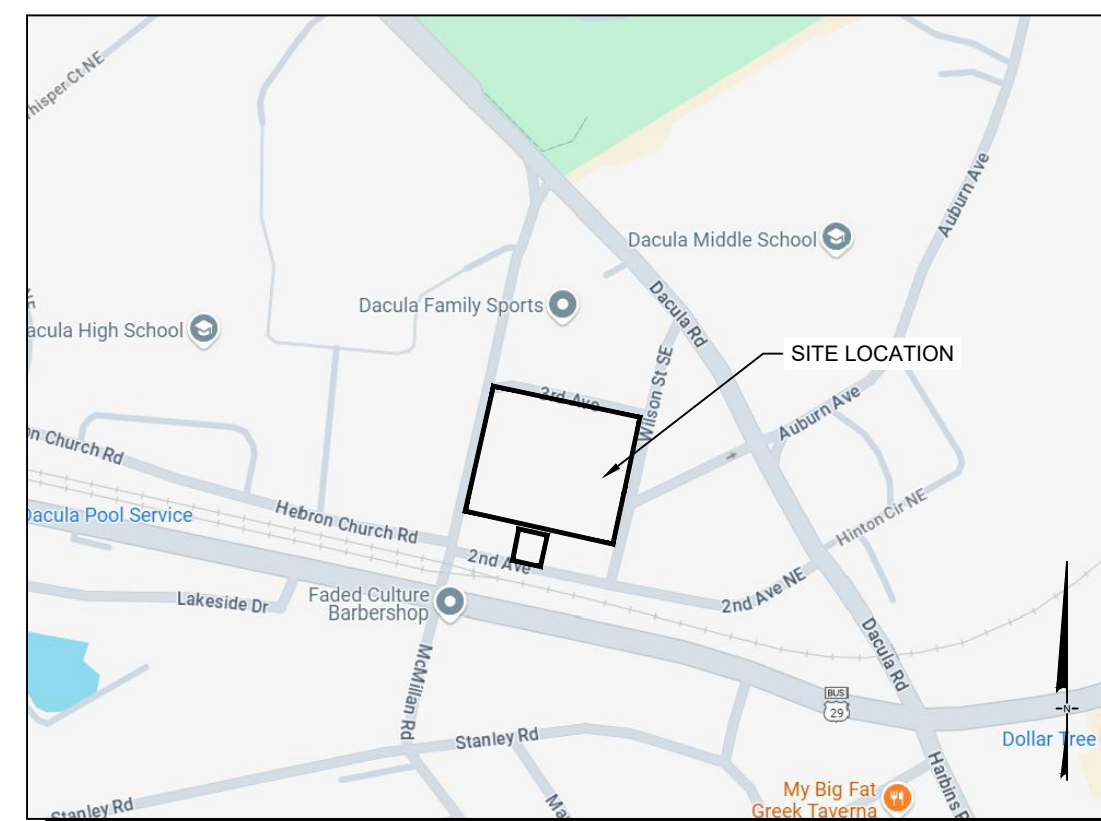
-  **CIVIC SPACE (16% OF SITE)**
-  **OPEN SPACE (11% OF SITE)**







FEMA FIRM MAP
NOT TO SCALE



SITE LOCATION MAP

SITE DATA:	
TOTAL SITE AREA	3.286 ACRES (142,876 SF)
R-TH TRACT AREA	2.51 ACRES (109,335)
C-2 TRACT AREA	.77 ACRES (33,541)
ZONING	
EXISTING ZONING	OI, C1, C2 & R1200
PROPOSED ZONING	R-THOOD & C-2/DOD (DOWNTOWN OVERLAY DISTRICT)
ZONING JURISDICTION	CITY OF DACULA, GEORGIA
SETBACK REQUIREMENTS	
BUILD TO ZONE	0' - 10'
SIDE SETBACK	0' (BETWEEN ADJACENT TOWNHOUSE & ROWHOUSE)
REAR SETBACK	0' REAR ALLEY/ 10' NO ALLEY
REQUIRED BUFFERS	N/A
DEVELOPMENT STANDARDS	
MAX. BUILDING HEIGHT	40 FEET
20' X 50' REAR LOADED ROWHOUSES PROVIDED	40 UNITS
TOTAL SITE DENSITY PROVIDED	15.9 DU/A (40 UNITS / 2.51 ACRES)
MAX. DENSITY ALLOWED	NO MAX IN DOWNTOWN OVERLAY DISTRICT
NEW RETAIL PROPOSED	6,000 SF
EXISTING DENSITY TO REMAIN	1,100 SF
OPEN SPACE CALCULATIONS	
CIVIC SPACE REQUIRED	21,500 SF (15% OF TOTAL SITE AREA)
CIVIC SPACE PROPOSED	22,900 SF (16% OF TOTAL SITE AREA)
OPEN SPACE PROPOSED	16,137 SF (11% OF SITE AREA)
PARKING REQUIREMENTS	
TOWNHOME PARKING REQUIRED	40 SPACES (2 SPACES/ DWELLING UNIT)
TOWNHOME PARKING PROVIDED	160 SPACES (2 GARAGE + 2 DRIVEWAY SP.)
MIN. RETAIL PARKING REQUIRED	25 SPACES (5 SPACES/ 1,000 SF FLOOR AREA)
RETAIL PARKING PROVIDED	30 SPACES
ADDITIONAL STREET PARKING PROVIDED	13 SPACES

NOTES:

1. Per UDO Section 9.17, F.1.b., the proposed development will maintain 15% of the site area as City Space. The City Space in the proposed development includes pedestrian pads, pedestrian passages, and plazas.
2. Parking spaces interior to the site (including on-street and surface lots) will be maintained by the property owners' association. The on-street parking spaces along Third Avenue ONLY will be maintained by the property owners' association. The parking along Broad Street will remain in the public right of way and will be maintained by the City of Dacula.
3. Homes will be condo ownership-style
4. Per UDO Article 9, a maximum of 20% of the R-TH units may be rentals.
5. Common space will be maintained by the property owners' association.

24 HOUR CONTACT:
DOUGLAS INGRAM



Planners & Engineers Collaborative+

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

DACULA OLD TOWN DISTRICT

**A MASTER PLANNED RESIDENTIAL
DEVELOPMENT**

AT
103 & 107 BROAD STREET
DACULA, GEORGIA 30019

CITY OF DACULA JURISDICTION

FOR

CITY OF DACULA

MUNICIPALITY PROJECT #

REVISIONS

[illegible]

THIS SEAL IS ONLY VALID IF COUNTER SIGNED
AND DATED WITH AN ORIGINAL SIGNATURE.



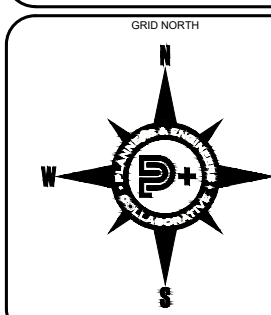
08/13/2025

GSWCC LEVEL II DESIGN PROFESSIONAL
CERTIFICATION # 0000059389 EXP. 10/31/2027

ZONING MASTER PLAN



SCALE: 1" = 30'
DATE: 08/07/2025
PROJECT: 25062.00A



Z1

SHEET



8/12/2025

Re: **Letter of Intent – R-TH and C-2/DOD Rezoning
Dacula Old Downtown District (+/- 3.22 acres)
PEC+ Project No. 25062.00A**

Dear Community Development Officials,

This application seeks to rezone the approximately 3.22-acre assemblage of parcels at 103 and 107 Broad Street, 217 and 227 Wilson Street between Second and Third Avenues in the City of Dacula (the "Subject Property," PIDs R5302A081, R5302A077, R5302A076, R5302A140, R5302A222, and R5302A017) from OI, C-1, C-2 and R-1200 to a combination of R-TH and C-2/DOD—Single-Family Residence Townhouse and General Business District/Downtown Overlay District. The change would allow for the development of a new, 40-unit, rowhome development with approximately 6,000 square feet of new local retail. The existing commercial building on-site would remain.

Site and Proposal

The Subject Property is an assemblage of six parcels (of which three are City-owned) just north of Downtown Dacula in the 'Old Downtown' district. The site is located directly east of Dacula High School, and is within walking distance of City Hall to the south. This site is part of the Downtown District as identified in the City's Urban Redevelopment plan.

Presently, the parcels are configured and zoned according to the documents submitted with this application entitled "Exhibits A-C." The rezoning would reconfigure the parcels according to the concept plan submitted with this application and the document titled "Exhibit C." The north 2.51 acres of the site (consisting of parcels R5302A081, R5302A077, and part of parcel R5302A076; aka Parcels 1, 2, and part of 3 as labeled on Exhibits A and D) would be rezoned to R-TH/DOD, and the remaining 0.77 acres (consisting of parcels R5302A140, R5302A222, R5302A017, and part of parcel R5302A076; aka Parcels 4-6 and part of Parcel 3, respectively as labeled on Exhibits A and D) would be rezoned to C-2/DOD.

The zoning actions requested include:

- An amendment to the City of Dacula zoning map for parcels R5302A081, R5302A077, and part of parcel R5302A076; aka Parcels 1, 2, and part of 3 as labeled on Exhibits A and D from R-1200 and OI to R-TH/DOD, and;
- An amendment to the City of Dacula zoning map for parcels R5302A140, R5302A222, R5302A017, and part of parcel R5302A076; aka Parcels 4-6 and part of Parcel 3, respectively as labeled on Exhibits A and D from OI, C-1, and C-2 to C-2/DOD.

These actions would facilitate the development of 40 new, rear-loaded traditional 'rowhomes' in the downtown area, as well as 6,000 square feet of new local retail uses. The existing commercial building with frontage on Broad Street would remain.

The new rowhomes would have front doors facing shared greens or exterior streets, and would have access to sidewalks and 13 spaces of on-street parking. The homes would have two-car garages that would be accessed by 26-foot wide private drives from the rear. Homes would have four parking spaces per unit (two per garage and two per driveway).

The new retail component of the site would consist of approximately 6,000 square feet of local commercial uses that would serve the immediate community. Currently, this is anticipated to consist of two to three new buildings. The area is designed to be extremely walkable, but these buildings would have dedicated off-street parking spaces in small lots. The existing 1,100 square foot commercial building along Broad Street would remain and is not included in the 6,000 square foot total.

Rationale for Request

The site is an important infill opportunity in the City of Dacula's that is explicitly addressed in the City's 2024 Urban Redevelopment Plan.

As the plan points out, the site (part of the Second Avenue District within the Redevelopment Area) is ideally located, with frontages on Wilson Street, Broad Street, and Third Ave, and is situated between several community resources including Dacula Middle and High Schools, the fire station, and the public library. Per the Plan, the area immediately surrounding the site includes historic buildings that date back to the City's incorporation and has a desirable grid pattern that "makes it primed for walkable commercial, mixed-use revitalization."

By bringing attractive new rowhomes and boutique businesses to this area, the proposal advances the following redevelopment goals:

- To facilitate future creation of tax allocation districts, enterprise, and opportunity zones;
- To provide a variety of transportation options through paths, sidewalks, trails, and complete streets;
- To support diverse housing options to achieve sustainable and balanced housing types with a distinct architectural character;
- To pursue public improvements including appropriate land uses, improved traffic, public transportation, public utilities, communal spaces, and other public projects; and
- To create an increased sense of place through placemaking projects.

Rezoning the site to R-TH AND C-2/DOD would unify the underlying zoning from several disparate districts to a single master-planned district, and employing the DOD overlay will allow the necessary modifications to the R-TH AND C-2 standards to facilitate this development, including reducing open space in favor of landscaping, reducing the proportion of residential uses to open space, and the overall tract size.

By using this two-pronged zoning approach, the proposal will begin to bridge the gap in development between the historic downtown and Dacula's new downtown district, as expressed in the Urban Redevelopment Plan. The result will be an attractive, high-quality, walkable addition to the Downtown area, preserving and adding to the traditional character.

Constitutional Objections

The portions of the Code of Ordinances and Zoning Ordinance for the City of Dacula (the "Zoning Ordinance") which classifies or conditions the Property into any more or less intensive zoning classification and/or zoning conditions other than as requested by the Applicant and property owner are unconstitutional, in that they would destroy the Applicant's and property owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Ordinance which presently restricts the Property's use to the present zoning classification, uses, regulations, requirements, and conditions is unconstitutional, illegal, null and void, and constitutes a taking of the Applicant's and the property owner's property rights in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983, and in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States by denying economic and viable use of the Property while not substantially advancing legitimate state interests.

The Property is presently suitable for R-TH AND C-2/DOD as proposed in the requested rezoning, as amended by the Applicant, and is not economically suitable for uses restricted under its present zoning and development classification, conditions, regulations, and restrictions due to its location, shape, size, surrounding development, and other factors. A denial of the requested rezoning and related variances would constitute an arbitrary and capricious act by the City of Dacula and the City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment. A refusal by the City of Dacula and the City Council to approve this requested rezoning, with only such additional conditions as agreed to by the Applicant and/or owner, so as to permit the only feasible economic use of the Property, would be unconstitutional between the Applicant, owner, and similarly situated property owners, in violation of Article I, Section I, Paragraph II of the Constitution of the State by discriminating of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment.

Conclusion

The applicant and owner respectfully request that the City of Dacula and the City Council, Planning Commission and Planning Staff approve and support the Applicant's rezoning request for the development of a new, 40-unit, rowhome development with approximately 6,000 square feet of new local retail. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

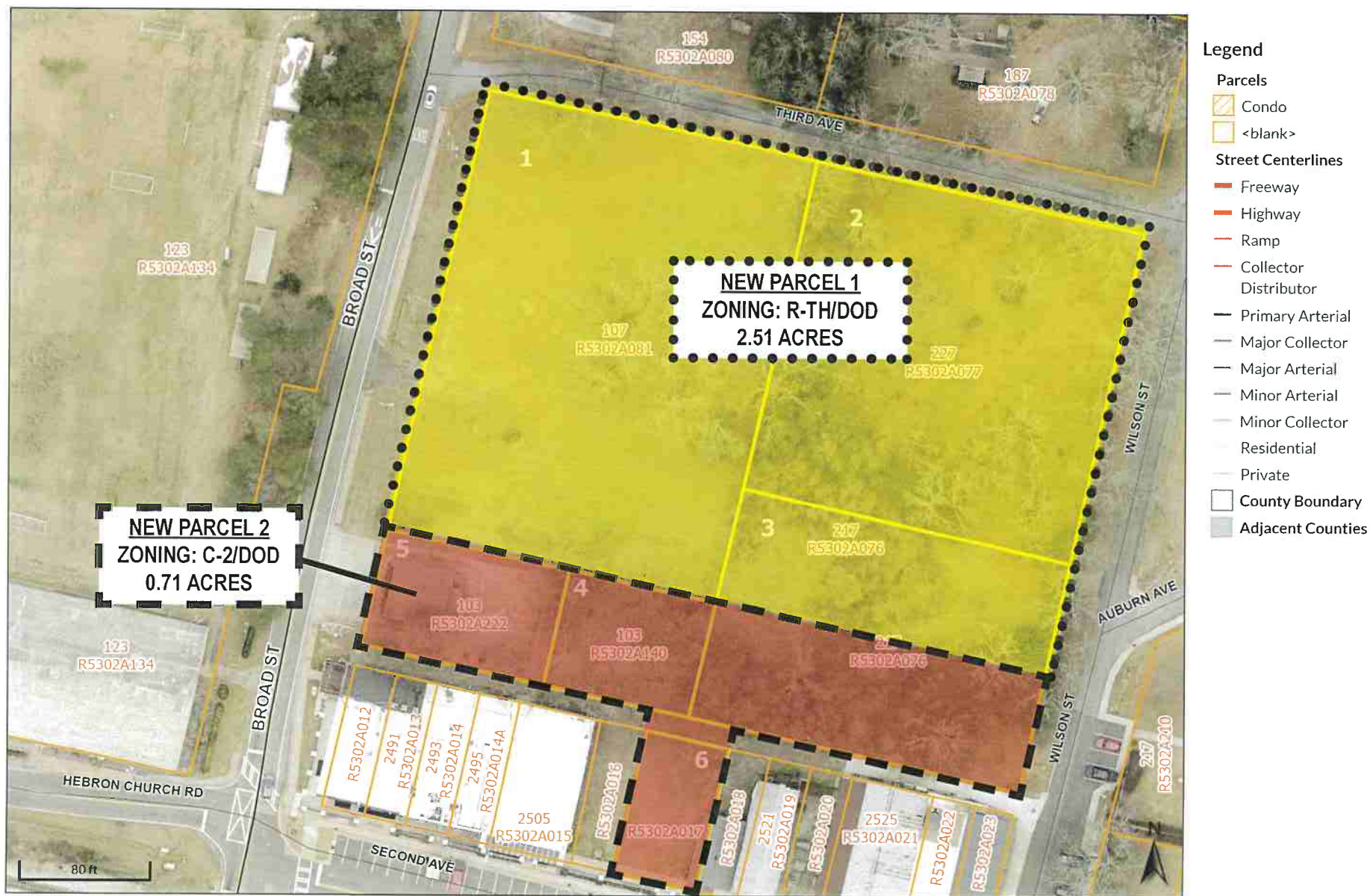
Sincerely,

Hayley Todd

Zoning Manager, Planners and Engineers Collaborative, Inc.

Dacula Old Town District Rezoning

Subject Parcels



Dacula Old Town District Rezoning Subject Parcels







**Planners & Engineers
Collaborative+**

8/13/2025

Re: **Impact Statement – R-TH and C-2/DOD Rezoning
Dacula Old Downtown District (+/- 3.22 acres)
PEC+ Project No. 25062.00A**

Dear Community Development officials,

Please see below the responses to the City's Impact Statement criteria:

A. Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property:

The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposal includes 40 rowhomes and approximately 6,000 square feet of local commercial space in the Dacula Downtown character area, which are compatible with the surrounding uses, including single family homes, local commercial, parks, and public facilities. Therefore, the proposed change would allow for a use that is suitable in view of the use and development of adjacent and nearby property.

B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property:

The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby properties. The proposed development would set a precedent for the future high-quality redevelopment of this area, as intended by the City's Urban Redevelopment and Comprehensive Plans. The new rowhomes would bring walkable residential uses to patronize the existing commercial spaces and would begin to reinvigorate the historic downtown fabric. The proposed new use would be in harmony with the use and usability of existing properties.

C. Whether the property to be affected by the proposed rezoning has a reasonable economic use as currently zoned:

The proposal does not have a reasonable use as zoned. As evinced by the property's lack of redevelopment up to this time, the existing zoning designations of C-1, C-2, OI and R-1200 are disjointed and prohibitive to cohesive development. This proposal, however, would inject investment in the site and broader area, improving economic use.

D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:

The proposed rezoning will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The proposed project will attract a variety of buyers, and will not overwhelm existing utilities or facilities in any one particular way. Additionally, the historic downtown is designated as a prime redevelopment area because of its ability to support new growth by way of utilities and a unified street network. This development will improve multimodal transportation opportunities in downtown Dacula, and will enable residents to walk to achieve some errands, thereby reducing traffic.

E. Whether the proposed rezoning is in conformity with the policy and intent of the land use plan:

The site is an important infill opportunity in the City of Dacula's that is explicitly addressed in the City's 2024 Urban Redevelopment Plan. As the plan points out, the site (part of the Second Avenue District within the Redevelopment Area) is ideally located, with frontages on Wilson Street, Broad Street, and Third Ave, and is situated between several community resources including Dacula Middle and High Schools, the fire station, and the public library. Per the Plan, the area immediately surrounding the site includes historic buildings that date back to the City's incorporation and has a desirable grid pattern that "makes it primed for walkable commercial, mixed-use revitalization."

Economic and Community Infrastructure Facilities Impact Worksheet



**To be completed and submitted with applications for:
Annexation, Rezoning, Change of Conditions,
Special Use Permit, Special Exception, or Variance.**

Date Received: _____

Reviewed By: _____

Proposed Project Information

Name of Proposed Project: Dacula Old Downtown Development
 Developer/Applicant: Hayley Todd on behalf of PEC+, Applicant
 Telephone: 678.684.6287
 Fax: _____
 Email(s): htodd@pec.plus

Economic Impacts

Estimated Value at Build-Out:

\$13 million

Will the proposed project generate population and/or employment increases in the area?
 If yes, what would be the major infrastructure and facilities improvement needed to support the increase?

The increase would be minimal--employment added would serve local/neighborhood scale businesses and the number of new residences is fewer than 50. We do not anticipate major improvements due to this project alone.

How many short-term and /or long-term jobs will the development generate?
+/- 25

Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development:

TBD

Is the regional work force sufficient to fill the demand created by the proposed project?
Yes

Community Facilities & Infrastructure Impacts

Water Supply

Name of water supply provider for this site: CITY OF DACULA

What is the estimated water supply demand to be generated by the project, measured in Gallons Per Day (GPD)? 20,000 GPD

Is sufficient water supply capacity available to serve the proposed project?

YES, PROPOSED DEVELOPMENT TO TIE INTO 10" WATERMAIN ON WILSON STREET

If no, are there any current plans to expand existing water supply capacity?

N/A

If there are plans to expand the existing water supply capacity, briefly describe below:

N/A

If water line extension is required to serve this project, how much additional line (in feet) will be required?

N/A, PROPOSED WATER TO TIE INTO EXISTING 10" MAIN ON WILSON ST

Wastewater Disposal

What is the estimated sewage flow to be generated by the project, measured in Gallons Per Day (GPD)?

6,800 GPD

Name of wastewater treatment provider for this site:

CITY OF DACULA

Is sufficient wastewater treatment capacity available to serve this proposed project?

SEWER CAPACITY TO BE APPLIED FOR, BUT PROPOSED TIE INTO 8" MAIN ON WILSON ST OR SECOND AVE

If no, are there any current plans to expand existing wastewater treatment capacity?

N/A

If there are plans to expand existing wastewater treatment capacity, briefly describe below:

N/A

If sewer line extension is required to serve this project, how much additional line (in feet) will be required?

N/A , PROPOSED TIE INTO 8" MAIN ON WILSON ST OR SECOND AVE

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day?

n/a

List any traffic and/or road improvements being made and how they would affect the subject area.

n/a

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?

38 TONS

Is sufficient landfill capacity available to serve this proposed project?

YES

If no, are there any current plans to expand existing landfill capacity?

N/A

If there are plans to expand existing landfill capacity, briefly describe below:

N/A

Will any hazardous waste be generated by the development? If yes, please explain below:

N/A

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed? 2.25 ACRES

Is the site located in a water supply watershed? N/A

If yes, list the watershed(s) name(s) below: N/A

Describe any measures proposed (such as buffers, detention or retention ponds, and/or pervious parking areas) to mitigate the project's impacts on stormwater management:

UNDERGROUND DETENTION TO BE PROVIDED FOR STORMWATER MANAGEMENT

Environmental Quality

Is the development located within or likely to affect any of the following:

1. Water supply watersheds? N/A

2. Significant groundwater recharge areas? N/A

3. Wetlands? N/A

4. Protected river corridors? N/A

5. Floodplains? N/A

6. Historic resources? N/A

7. Other environmentally sensitive resources? N/A

If you answered yes to any question 1-7 above, describe how the identified resource(s) may be affected below: **N/A**

Other Facilities

What intergovernmental impacts would the proposed development generate for:

Schools? **MINIMAL INCREASE IN STUDENTS - FEWER THAN 50 NEW HH**

Libraries? **CURRENT LIBRARY CAPACITY IS SUFFICIENT**

Fire, Police, or EMS **MINIMAL EFFECTS ON EMERGENCY SERVICES**

Other community services/resources (day care, health care, low income, non-English speaking, elderly, etc.)? **N/A**

Additional Comments:

EXHIBIT D

KEY NO.	PID	OWNER	OWNER ADDRESS	SITE ADDRESS	ACREAGE (GIS)
1	R5302A081	CITY OF DACULA	PO BOX 400 DACULA, GA 30019-0007	107 BROAD ST DACULA, GA 30019	1.24
2	R5302A077	CITY OF DACULA	PO BOX 400 DACULA, GA 30019-0007	227 WILSON ST DACULA, GA 30019	0.92
3	R5302A076	CITY OF DACULA	PO BOX 400 DACULA, GA 30019-0008	217 WILSON ST DACULA, GA 30019	0.64
4	R5302A140	SECOND AND BROAD LLC	2572 APPLE VALLEY RD NE STE 202 BROOKHAVEN, GA 30319-3135	103 BROAD ST DACULA, GA 30019	0.14
5	R5302A222	SECOND AND BROAD LLC	2573 APPLE VALLEY RD NE STE 202 BROOKHAVEN, GA 30319-3135	103 BROAD ST DACULA, GA 30019	0.18
6	R5302A017	INGRAM PARTNERS, LLC	366 AUBURN RD AUBURN, GA 30011-2315	SECOND AVE DACULA, GA 30019	0.1
Total acres					3.22

Parcel Results

[Click to Show Photos](#)

Parcel ID	Owner	Property Address	Acres
R5302A012	STONE DAVID RICHMOND	SECOND AVE 2491 SECOND AVE	0.05
R5302A013	STONE DAVID RICHMOND	2491 SECOND AVE 2491 SECOND AVE	0.05
R5302A014	GIONETOS LLC	2493 SECOND AVE	0.05
R5302A014A	GIONETOS LLC	2495 SECOND AVE	0.05
R5302A015	13 OAKS LLC	2505 SECOND AVE	0.1
R5302A016	RAY ANDRINA	SECOND AVE	0.05
R5302A017	INGRAM PARTNERS, LLC	SECOND AVE	0.1
R5302A018	13 OAKS LLC	2519 SECOND AVE	0.05
R5302A019	DACULA LODGE NO 433 F & A	2521 SECOND AVE	0.05
R5302A020	ZIGAR INVESTMENTS LLC	SECOND AVE	0.05
R5302A021	ZIGAR INVESTMENTS LLC	2525 SECOND AVE	0.1
R5302A022	LEWIS HOLDINGS 3 LLC	2539 SECOND AVE	0.05
R5302A023	LEWIS HOLDINGS 3 LLC	2545 SECOND AVE	0.05
R5302A024A	HINTON SAMUEL H JR	SECOND AVE	0.1
R5302A034	CUSPID ENTERPRISES INC	WILSON ST 100 DACULA RD 208 WILSON ST	0.83
R5302A076	CITY OF DACULA	217 WILSON ST	0.64
R5302A077	CITY OF DACULA	227 WILSON ST	0.92
R5302A078	DACULA POOL PROPERTIES LLC	187 WILSON ST	0.46
R5302A080	RINCON MIRIAM	154 BROAD ST	0.46
R5302A081	CITY OF DACULA	107 BROAD ST	1.24
R5302A134	GWINNETT COUNTY BOARD OF EDUCATION	123 BROAD ST 123 BROAD ST 123 BROAD ST 123 BROAD ST 123 BROAD ST 123 BROAD ST 123 BROAD ST	28.77
R5302A140	SECOND AND BROAD LLC	103 BROAD ST	0.14
R5302A210	CITY OF DACULA	WILSON ST	0.36
R5302A222	SECOND AND BROAD LLC	103 BROAD ST	0.18

The Gwinnett County Tax Assessors' Office makes every effort to produce the most accurate information possible. No warranties expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

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Contact Us

 Developed by

SCHNEIDER
 GEOSPATIAL

DEED B: 60975 P: 00676

12/28/2023 11:10 AM Pgs: 3 Fees: \$25.00

TTax: \$0.00

Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

PT-61 #: 0672023030764

ERECORDED

eFile Participant IDs: 5705353253,

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After Recording Return To:Robert Jackson Wilson, PC
295 S. Culver Street, Suite C
Lawrenceville, GA 30046
Deed preparation OnlyTax Parcel No. R5302A081
Gwinnett County

STATE OF GEORGIA

GWINNETT COUNTY

QUIT-CLAIM DEEDTHIS INDENTURE, made this 28 day of December in the year Two Thousand
Twenty-Three between,**SYBLE PLOTT BLACKSTOCK and
LONNIE F. PLOTT, AS HEIRS
OF THE ESTATE OF RUTH ANN LOCHABY PLOTT**

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

**CITY OF DACULA, GEORGIA,
A Georgia Municipal Corporation**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 the said party of the first part for and in consideration of the sum of ONE DOLLAR
(\$1.00) and other valuable considerations, has bargained, sold and does by these presents
bargain, sell, remise, release and forever quit-claim to the said party of the second part, its
successors and assigns, all the right, title, interest, claim or demand which the said party of the

DEED B: 60975 P: 00677 12/28/2023 11:10 AM
23D086003 Page 2 of 3

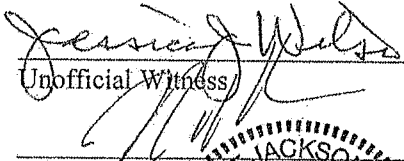
first part has or may have had in and to the real property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, its successors and assigns, so that neither the said party of the first part nor her successors, nor any other person claiming under them shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and affixed her seal, the day and year above written.

Signed, sealed and delivered before me
this 28 day of December, 2023
in the presence of:

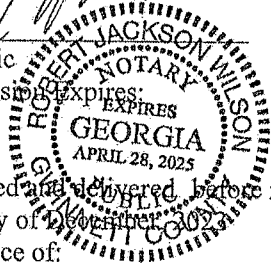
GRANTOR:


Unofficial Witness


Syble Plott Blackstock, as Co-Executor
of the Estate of Ruth Ann Lochaby Plott

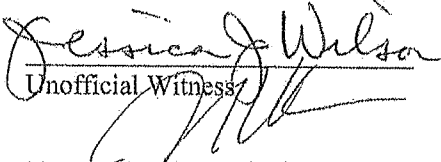
Notary Public

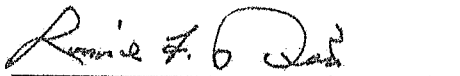
My Commission Expires:



Signed, sealed and delivered before me
this 28 day of December, 2023
in the presence of:

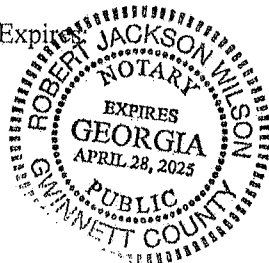
GRANTOR:


Unofficial Witness


Lonnie F. Plott, as Co-Executor
of the Estate of Ruth Ann Lochaby Plott

Notary Public

My Commission Expires:



DEED B: 60975 P: 00678 12/28/2023 11:10 AM
23D086003 Page 3 of 3

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT ONE

All that tract or parcel of land lying and being in the City of Dacula, Gwinnett County, Georgia, and being part of Land Lot 302 of the 5th Land District of said county, and being known as the Mattie M. Hill home place being located on the East side of Broad Street in Dacula, Georgia, and being on the South side of an unnamed street, and being bounded on the East by lot of Haney, formerly Mauldin place, and on the South by lot of Julia McMillan, formerly Ben Wilson, and being more particularly described as follows:

BEGINNING at the Southeast corner of the intersection of Broad Street and on the 20-foot unnamed street, thence run in a Southerly direction along Broad Street 200 feet, more or less, to a corner with lands of Julia McMillan; thence run East along the Julia McMillan land 200 feet, more or less, to the property of Haney, formerly the Mauldin place; thence run in a Northerly direction along Haney lot 200 feet, more or less, to a paved unnamed street; thence run in a Westerly direction along said paved unnamed street 200 feet, more or less, to the point of beginning.

The above-described property being the same property as described in the Executrices Deed from the Estate of Mrs. Mattie M. Hill to A. F. Plott dated July 17, 1967, and recorded in Deed Book 276, Page 642, Gwinnett County, Georgia records.

TRACT TWO

All that tract or parcel of land lying and being in the 5th District of Gwinnett County, Georgia, and being part of Lot No. 302, beginning on the East side of Broad Street, on the corner of J. M. Stanley lot and thence running East 200 feet with Stanley's line and cornering with J. M. Stanley Pool Pound Co., and A. K. King; thence North 70 feet with King's line cornering with A. K. King, L. C. Mauldin and E. R. Hill; thence West 200 feet with E. R. Hill's line to Broad Street; thence South 70 feet along Broad Street to beginning point and being Lot No. 5 in Block "B", in the Town of Dacula, Georgia, on the S.A.L.R.R.

The above-described property being the same property as described in the Warranty Deed from Julia Wilson McMillan to A. F. Plott dated August 20, 1970, recorded in Deed Book 358, Page 345, Gwinnett County, Georgia records.

DEED B: 56930 P: 00542

10/04/2019 10:59 AM Pgs: 1 Fees: \$10.00

TTax: \$41.00

Richard T. Alexander, Jr., Clerk of Superior Court

Gwinnett County, GA

PT-61 #: 672019026343

Please Return Document To:
 STELL, SMITH & MATTISON, P.C.
 P.O. Box 644
 Winder, GA 30680

File #: R19-7863 - Ingram Partners, LLC

WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF BARROW

THIS INDENTURE made this 18th day of September, 2019, between Dacula Medicine Center, Inc., of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Ingram Partners, LLC, 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 TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 302 of the 5th District, Gwinnett County, Georgia, and in the Town of Dacula, being the east half of Lot 12, Block B, and the west half of Lot 13, Block B, as shown on a plat of map of Freeman, Georgia, as recorded in Deed Book 3, Page 205, Gwinnett County Records, and being more particularly described as follows: Beginning at a p.k. nail set on the northerly side of 2nd Avenue (50-foot right-of-way) 175.0 feet southwesterly of the point of intersection of the northerly right-of-way of 2nd Avenue and the westerly right-of-way of Wilson Street (60-foot right-of-way); thence north 11 degrees 22 minutes 15 seconds east 88.0 feet to an iron pin found at the southerly side of a 12-foot alley; thence north 78 degrees 37 minutes 45 seconds west, along the south side of said 12-foot alley, 50.0 feet to an iron pin set; thence south 11 degrees 22 minutes 15 seconds west 88.0 feet to a p.k. nail set at the northerly side of 2nd Avenue, (50-foot right-of-way); thence south 78 degrees 37 minutes 45 seconds east, along the northerly side of 2nd Avenue, 50.0 feet to the p.k. nail set at the point of beginning. Said tract containing 0.10 acres as shown on a plat of survey for Dacula Medical Center, Inc., prepared by Thomas Wood, R.L.S., dated August 23, 1995, and recorded in Plat Book 70, Page 113A, Gwinnett County Records, to which plat reference is made for a more detailed description.

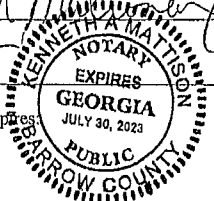
THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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 FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Susan M. Mahoney
 Witness
 Notary Public
 My commission expires
 (Notary Seal)


Billy M. Stone
 Dacula Medicine Center, Inc.
 Billy M. Stone, President/Secretary

(Corp Seal)

Templates\WD Ten Com.dot

Return Recorded Document to:
Rosenthal Wright, LLC
 Attorneys at Law
 Post Office Box 926
 110 Court Street
 Monroe, Georgia 30655
 File No. 24-26310

LIMITED WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF WALTON

THIS INDENTURE, made this 7th day of October, 2024, between **Bettie Monroe LLC**, a Georgia Limited Liability Company, as party or parties of the first part, hereinafter called Grantor, and **Second and Broad, LLC**, a Georgia Limited Liability Company, 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 TEN AND NO 100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee, forever in **FEE SIMPLE**.

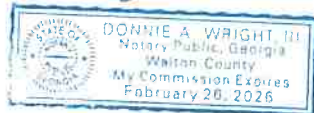
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above-named Grantor.

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

Signed, sealed and delivered
 in the presence of:

Kaiti E. Ari
 Unofficial Witness

Donnie A. Wright III
 Notary Public



GRANTOR:

Bettie Monroe LLC,
 a Georgia Limited Liability Company

By: *Shauna Marie Mathias* (SEAL)
 Shauna Marie Mathias, Sole Member

Exhibit "A"
Property Description

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Gwinnett, Town of Dacula, located in Land Lot 302 of the 5th Land District, and being more particularly described as follows:

TRACT 1

Beginning at a point on the easterly side of Broad Street at the point at which the easterly side of Broad Street is intersected by the northerly side of a 12-foot alley (said point being 100 feet from the northeast side of Second Avenue); running thence northerly along the easterly side of Broad Street 70 feet to a point at the corner with property, now or formerly, of McMillan, run thence easterly along the line of said McMillan property 110 feet to a point at a corner with property, now or formerly, of James Williams, running thence southerly along said Williams property 70 feet to the northerly side of a 12 foot alley, run thence westerly along the northerly side of said alley 110 feet to the easterly side of Broad Street and the Point of Beginning; Being improved property having a one-story frame house thereon and being more particularly shown on a survey prepared by Eston Pendley & Assoc., Inc, dated June 29, 1977.

Tax Parcel ID No. R5302A 222

TOGETHER WITH:

TRACT 2

To Find the True Point of Beginning, begin at the intersection formed by the easterly side of Broad Street and the northerly side of a 12 foot alley (said point being 100 feet northerly as measured along the easterly side of Broad Street from the intersection formed by the easterly side of Broad Street with the northerly side of Second Avenue); thence easterly along the northerly side of said 12 foot alley; 110 feet to the True Point of Beginning; thence northerly along the easterly line of property belonging to the grantees, 70 feet to a point, thence easterly 90 feet to a point, thence southerly 70 feet to a point on the northerly side of said 12 foot alley, thence westerly along the northerly side of said 12 foot alley, 90 feet to The True Point of Beginning.

Tax Parcel ID No. R5302A 140

For Informational Purposes Only:

This being the real property commonly known as 103 Broad Street according to the present system of numbering properties in the Town of Dacula, Gwinnett County, Georgia.

Return Recorded Document to:
Rosenthal Wright, LLC
 Attorneys at Law
 Post Office Box 926
 110 Court Street
 Monroe, Georgia 30655
 File No. 24-26310

LIMITED WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF WALTON

THIS INDENTURE, made this 7th day of October, 2024, between **Bettie Monroe LLC**, a Georgia Limited Liability Company, as party or parties of the first part, hereinafter called Grantor, and **Second and Broad, LLC**, a Georgia Limited Liability Company, 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 TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERETO
 AND INCORPORATED HEREIN BY REFERENCE

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee, forever in **FEE SIMPLE**.

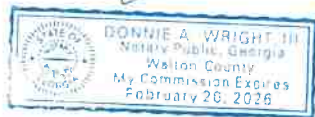
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above-named Grantor.

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

Signed, sealed and delivered
 in the presence of:

Unofficial Witness

Notary Public



GRANTOR:

Bettie Monroe LLC,
 a Georgia Limited Liability Company

By:  (SEAL)
 Shauna Marie Mathias, Sole Member

Exhibit "A"
Property Description

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Gwinnett, Town of Dacula, located in Land Lot 302 of the 5th Land District, and being more particularly described as follows:

TRACT 1

Beginning at a point on the easterly side of Broad Street at the point at which the easterly side of Broad Street is intersected by the northerly side of a 12-foot alley (said point being 100 feet from the northeast side of Second Avenue); running thence northerly along the easterly side of Broad Street 70 feet to a point at the corner with property, now or formerly, of McMillian, run thence easterly along the line of said McMillian property 110 feet to a point at a corner with property, now or formerly, of James Williams, running thence southerly along said Williams property 70 feet to the northerly side of a 12 foot alley, run thence westerly along the northerly side of said alley 110 feet to the easterly side of Broad Street and the Point of Beginning; Being improved property having a one-story frame house thereon and being more particularly shown on a survey prepared by Eston Pendley & Assoc., Inc, dated June 29, 1977.

Tax Parcel ID No. R5302A 222

TOGETHER WITH:

TRACT 2

To Find the True Point of Beginning, begin at the intersection formed by the easterly side of Broad Street and the northerly side of a 12 foot alley (said point being 100 feet northerly as measured along the easterly side of Broad Street from the intersection formed by the easterly side of Broad Street with the northerly side of Second Avenue); thence easterly along the northerly side of said 12 foot alley; 110 feet to the True Point of Beginning; thence northerly along the easterly line of property belonging to the grantees, 70 feet to a point, thence easterly 90 feet to a point, thence southerly 70 feet to a point on the northerly side of said 12 foot alley, thence westerly along the northerly side of said 12 foot alley, 90 feet to The True Point of Beginning.

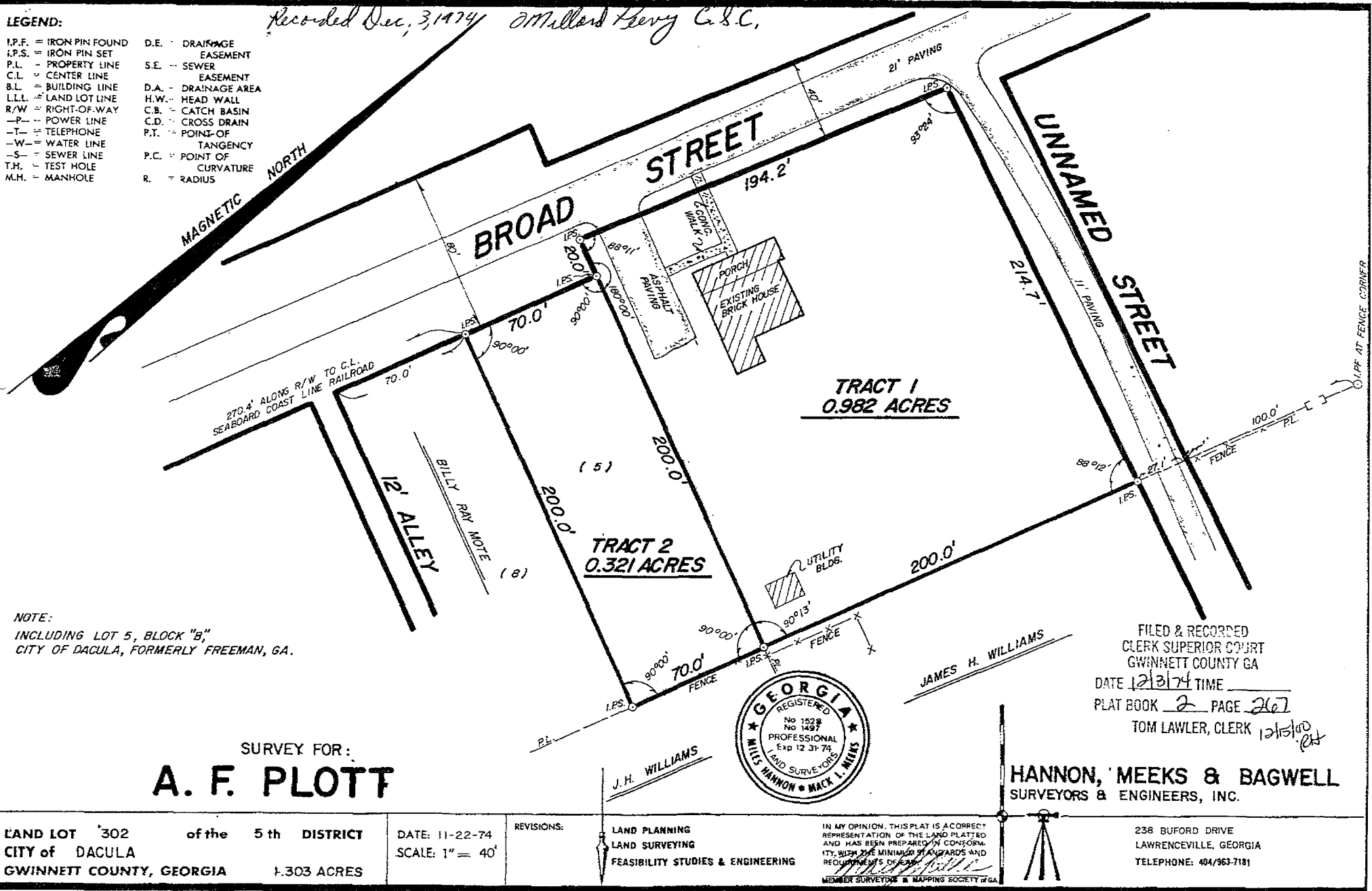
Tax Parcel ID No. R5302A 140

For Informational Purposes Only:

This being the real property commonly known as 103 Broad Street according to the present system of numbering properties in the Town of Dacula, Gwinnett County, Georgia.

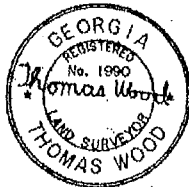
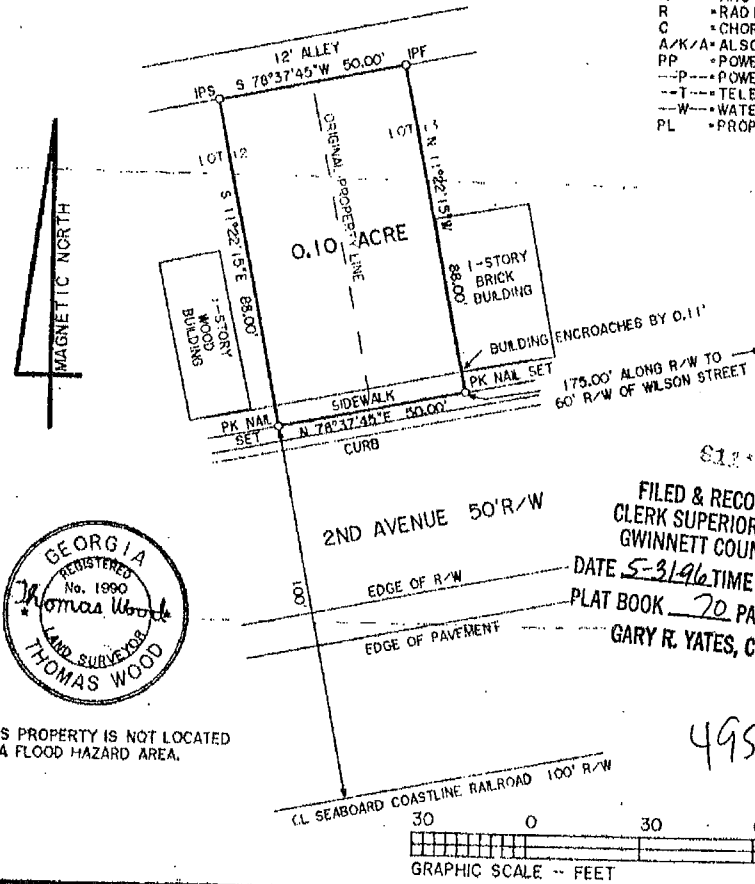
LEGEND:

I.P.F. = IRON PIN FOUND
 I.P.S. = IRON PIN SET
 P.L. = PROPERTY LINE
 C.L. = CENTER LINE
 B.L. = BUILDING LINE
 L.L.L. = LAND LOT LINE
 R/W = RIGHT-OF-WAY
 -P- = POWER LINE
 -T- = TELEPHONE
 -W- = WATER LINE
 -S- = SEWER LINE
 T.H. = TEST HOLE
 M.H. = MANHOLE
 D.E. = DRAINAGE EASEMENT
 S.E. = SEWER EASEMENT
 D.A. = DRAINAGE AREA
 H.W. = HEAD WALL
 C.B. = CATCH BASIN
 C.D. = CROSS DRAIN
 P.T. = POINT-OF-TANGENCY
 P.C. = POINT OF CURVATURE
 R. = RADIUS



The field data upon which this plat is based was obtained with total station, has an angular error of 6 seconds per angular point, a closure of 1 in 28,836 feet, and was adjusted by compass rule. This plat has a closure of 1 in INFINITE feet.

- LEGEND
- IPF - IRON PIN FOUND
 - IPS - IRON PIN SET
 - R/W - RIGHT OF WAY
 - CL - CENTERLINE
 - CM - CONCRETE MONUMENT
 - BL - BUILDING LINE
 - LL - LAND LOT
 - LLL - LAND LOT LINE
 - GMD - GEORGIA MILITIA DISTRICT
 - A - ARC
 - R - RADIUS
 - C - CHORD
 - A/K/A - ALSO KNOWN AS
 - PP - POWER POLE
 - P-- - POWER LINE
 - T-- - TELEPHONE LINE
 - W-- - WATER LINE
 - PL - PROPERTY LINE

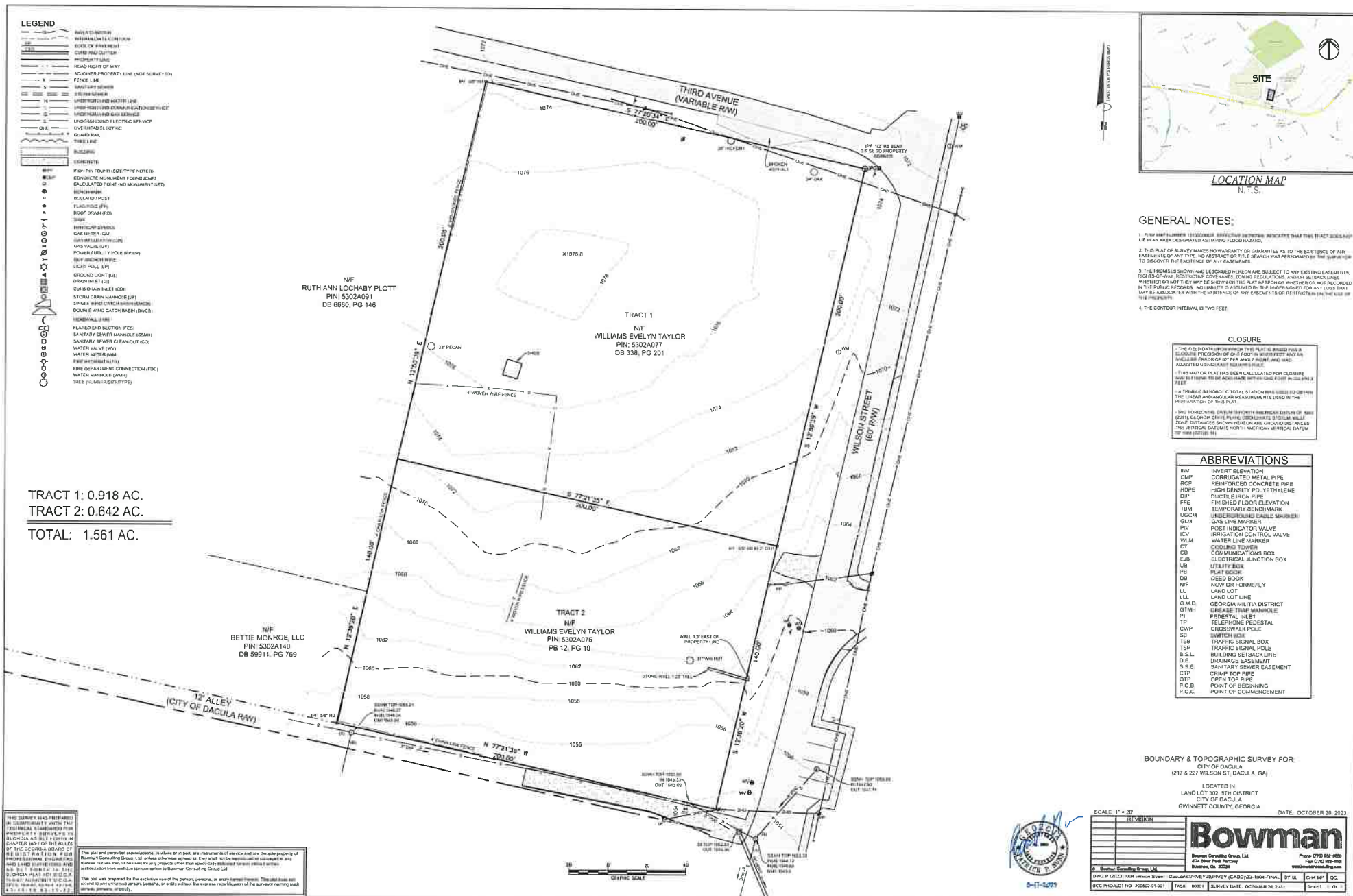


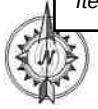
THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA.

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
DATE 5-31-96 TIME 11:40a
PLAT BOOK 70 PAGE 113A
GARY R. YATES, CLERK

49539

SURVEY FOR: DACULA MEDICAL CENTER, INC.
WEST HALF OF LOT 13 & EAST HALF OF LOT 12, BLOCK B, MAP OF FREEMAN GEORGIA
CITY OF DACULA, LL 302, 5TH DISTRICT, GWINNETT COUNTY
DATE: AUG. 23, 1995
THOMAS WOOD & ASSOC. 50 MAIN ST. BUFORD GA. 30518: PHONE 945-3804





GRID NORTH
GA WEST NAD 83
DATUM NAVD 88
SCALE: 1" = 30'

NO.	REVISION	DATE
1		
2		
3		
4		
5		

GRAPHIC SCALE - IN FEET
0 30 60

THIS PLAT IS A RETRACTION OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE, CREATE A NEW PARCEL OR MAKE CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT
ORIGINAL SIGNATURE

Ben E. Butterworth
04/02/2024
BEN E. BUTTERWORTH RLS #2294 DATE

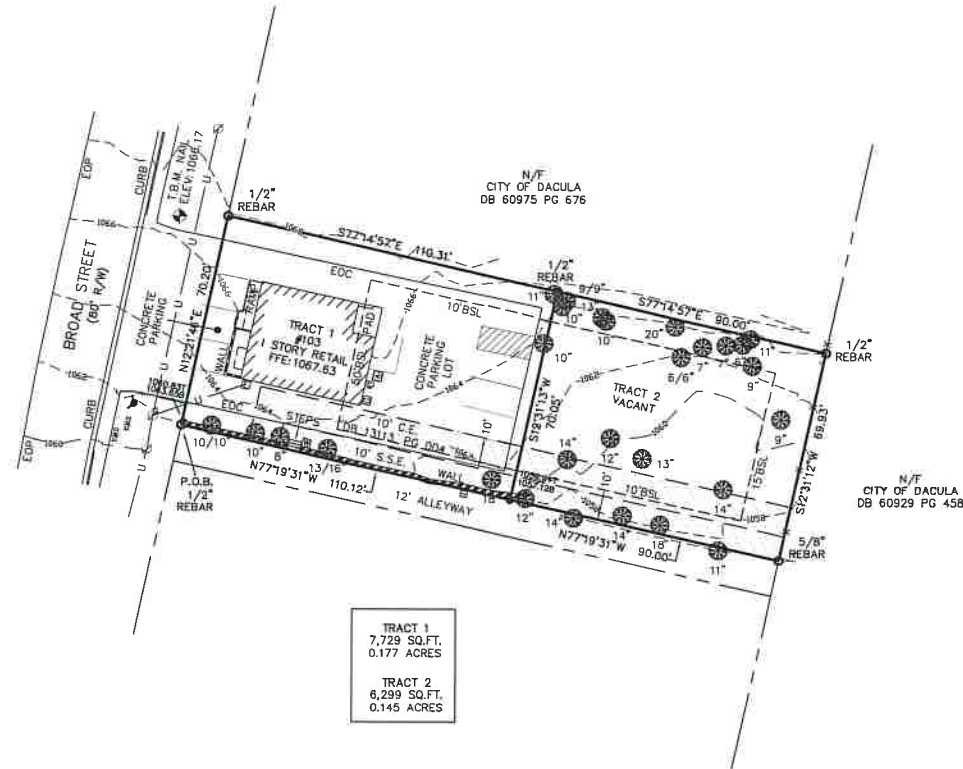
ZONING INFORMATION:
C-1
NEIGHBORHOOD COMMERCIAL
RESIDENTIAL DISTRICT

BUILDING SETBACKS:

FRONT: 50'
SIDE: 10'
REAR: 15'

PER SECTION: 905

THE SURVEYOR IN NO WAY INTENDS TO INTERPRET OR MAKE CONCLUSION REGARDING THE ZONING AND SETBACK DESIGNATION SHOWN HEREON. THIS INFORMATION IS REPORTED FROM PUBLIC INFORMATION OBTAINED FROM THE CITY OF DACULA, GEORGIA PLANNING AND ZONING DEPARTMENT.



TRACT 1
7,729 SQ.FT.
0.177 ACRES

TRACT 2
6,299 SQ.FT.
0.145 ACRES

IMPERVIOUS SURFACE AREA SUMMARY	
AREA	SQ.FT.
TOTAL LOT	7730
BUILDING	1386
CONC / ASPHALT DRIVEWAY	434
MISC. CONCRETE	155
WALLS	192
WOOD STEPS	12
TOTAL IMPERVIOUS COVERAGE	5998
TOTAL % OF COVERAGE	77.5%

LEGEND:	
○ PROPERTY CORNER FOUND (AS NOTED)	✱ POWER/LIGHT POLE
● 1/2" REBAR WITH CAP SET LSF # 839	✱ GUY WIRE
□ R/W MONUMENT	✱ POWER METER
✱ FIRE HYDRANT	✱ POWER BOX
✱ WATER METER	✱ A/C UNIT
✱ WATER VALVE	✱ MANHOLE
✱ POWER POLE	✱ CLEAN OUT
✱ LIGHT POLE	✱ JUNCTION BOX
	✱ OUTFLOW STRUCTURE
	✱ DRAINAGE INLET
✱ GAS METER	✱ GAS VALVE
✱ CABLE BOX	✱ TELEPHONE BOX
✱ TELEPHONE LINE	✱ FENCE LINE
✱ CONTOUR LINE	✱ BSL BUILDING SETBACK LINE
✱ CONC. CONCRETE	✱ EOP EDGE OF PAVEMENT
✱ L.L. LAND LOT	✱ N/F NOW OR FORMERLY
✱ R/W RIGHT-OF-WAY	✱ P/L PROPERTY LINE
✱ OH OVERHANG	✱ C.B. CATCH BASIN
✱ CNT CANTILEVER	✱ H/C HANDICAP
✱ FFE FINISHED FLOOR ELEVATION	✱ BFE BASEMENT FLOOR ELEVATION
✱ GFE GARAGE FLOOR ELEVATION	✱ UTILITY MARKERS
✱ WATER/GAS/TELECOM	

TOTAL AREA: 0.322 ACRES / 14,028 SQUARE FEET

BOUNDARY REFERENCE: DB 59911, PG 769
FIELDWORK PERFORMED ON 03/26/2024

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,325 FEET. THIS PLAT HAS BEEN PREPARED USING A ROBOTIC TOTAL STATION. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET.

BOUNDARY zone inc.
SURVEYORS, ENGINEERS
AND LAND PLANNERS

800 SATELLITE BLVD., SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5772
PLATS@BOUNDARYZONE.COM

PROVIDING SERVICES
FOR METRO ATLANTA,
RALEIGH-DURHAM &
CENTRAL FLORIDA.

© COPYRIGHT 2024
BOUNDARY ZONE, INC.
ALL RIGHTS RESERVED

THIS PLAT WAS PREPARED
FOR THE USE OF THE
PERSON, PERSONS OR
ENTITY NAMED HEREON.

PROJECT
2653501

SHEET
1 OF 1

APPLICANT CERTIFICATION

The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant

Date 8/13/2025

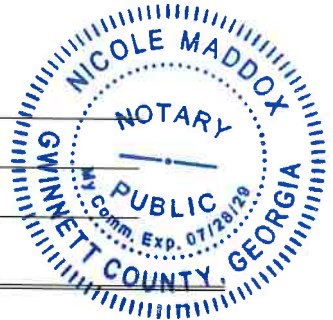
Type or Print Name/Title

Hayley Todd on behalf of PEC+

Notary Public

Date

8/13/25

**PROPERTY OWNER CERTIFICATION**

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the **date** of last action unless waived by the City.

Signature of Property Owner

Date

8/13/25

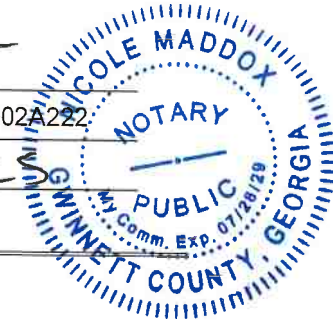
Type or Print Name/Title

SECOND AND BROAD, LLC - OWNER, PIDs R5302A140, R5302A222

Notary Public

Date

8/13/25

**FOR ADMINISTRATIVE USE ONLY**

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

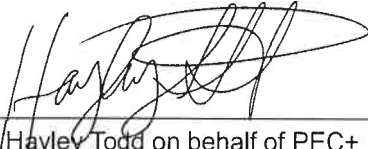
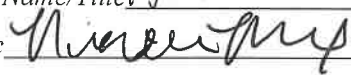
ACTION TAKEN _____

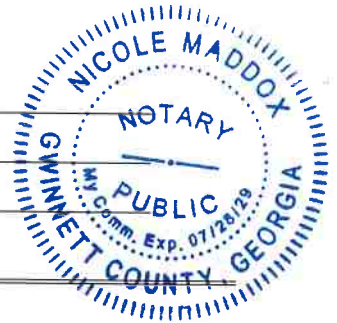
SIGNATURE _____ DATE _____

STIPULATIONS _____

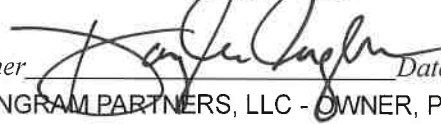
APPLICANT CERTIFICATION

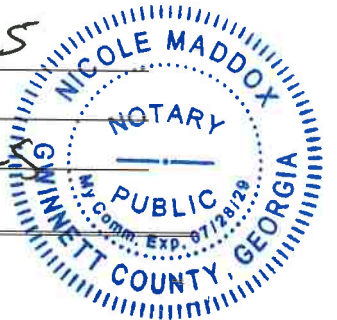
The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant  Date 8/13/2025
 Type or Print Name/Title Hayley Todd on behalf of PEC+
 Notary Public  Date 8/13/25

**PROPERTY OWNER CERTIFICATION**

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Property Owner  Date 8/13/25
 Type or Print Name/Title INGRAM PARTNERS, LLC - OWNER, PIDs R5302A017
 Notary Public  Date 8/13/25

**FOR ADMINISTRATIVE USE ONLY**

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

APPLICANT CERTIFICATION

The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant _____ Date _____
 Type or Print Name/Title _____
 Notary Public _____ Date _____

PROPERTY OWNER CERTIFICATION

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Property Owner HUGH D. KING Date 8/7/2025
 Type or Print Name/Title HUGH D. KING
 Notary Public Courtney Mahady Date 8/7/25

Courtney Mahady
NOTARY PUBLIC
Barrow County, GEORGIA
 My Commission Expires 02/21/2027

FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

APPLICANT CERTIFICATION

The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant _____ Date _____

Type or Print Name/Title _____

Notary Public _____ Date _____

PROPERTY OWNER CERTIFICATION

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Property Owner HUGH D. KING Date 8/7/2025

Type or Print Name/Title HUGH D. KING

Notary Public Courtney Mahady Date 8/7/25

Courtney Mahady

NOTARY PUBLIC

Barrow County, GEORGIA

My Commission Expires 02/21/2027

FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____



City of Dacula
P. O. Box 400
Dacula, GA 30019
(770) 962-0055 / Fax (770) 513-2187

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more the Mayor and/or a member of the City Council or a member of the Dacula Planning Commission.

☐ Yes

☒ No

If the answer is *Yes*, please complete the following section:

Name of Government Official	Contributions <i>(All which aggregate to \$250.00+)</i>	Contribution Date <i>(within last 2 years)</i>

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor and/or a member of the City Council or a member of the Dacula Planning Commission.

☐ Yes

☒ No

If the answer is *Yes*, please complete the following section:

Name of Government Official	Description of Gifts <i>(Valued aggregate \$250.00+)</i>	Date Gift was Given <i>(within last 2 years)</i>

(Attach additional sheets if necessary to disclose or describe all contributions/gifts)

CONFLICT OF INTEREST CERTIFICATION

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

Signature of Applicant  Date 8/13/2025

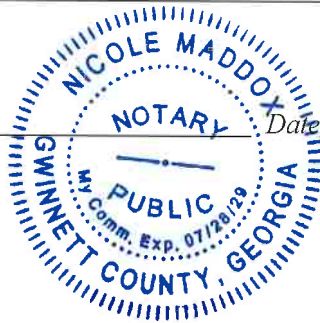
Type or Print Name/Title Hayley Todd on behalf of PEC+

Signature of Applicant's Attorney _____ Date _____

Type or Print Name/Title _____

Notary Public  Date 8/13/25

(Notary Seal)



Official Use Only

DATE RECEIVED _____ ZONING CASE NUMBER _____

RECEIVED BY _____



P. O. Box 400
Dacula, GA 30019
(770) 962-0055 / Fax (770) 513-2187

APPLICATION

City Council

- ☐ Waivers
☐ Variance

Staff Approval Only

- ☐ Modifications

(Please Type or Print using BLACK INK)

APPLICANT *	PROPERTY OWNER *
NAME Hayley Todd, on behalf of PEC+	NAME Many, see attachment
ADDRESS 350 Research Court Ste 200	ADDRESS
CITY Norcross	CITY
STATE GA ZIP 30092	STATE ZIP
PHONE 678-684-6287 FAX	PHONE FAX

APPLICANT IS THE:

- ☒ OWNER'S AGENT
☐ PROPERTY OWNER

* Include any person having a property interest
and/or a financial interest in any business entity having
property interest (use additional sheets if necessary).

CONTACT PERSON Same as applicant

COMPANY NAME PEC+

ADDRESS htodd@pec.plus

PHONE FAX

PRESENT ZONING DISTRICT(S) C-1, C-2, LAND LOT(S) 302 DISTRICT(S) 5
ADDRESS OF PROPERTY SE corner of Broad St and Third Ave B/T Second Ave ACREAGE 3.22

Describe your request in detail and state justification/hardship: _____
See attached LOI

(Attach additional sheets if necessary)

HAS THE APPLICANT FILED ANY OTHER APPLICATIONS FOR THIS PROPERTY WITHIN THE PAST 12 MONTHS ? ☒ Yes ☐ No

If Yes, please describe: Rezoning of parcel assemblage to R-TH and C-2/DOD

(Attach additional sheets if necessary)

LETTER OF INTENT & LEGAL DESCRIPTION OF PROPERTY

*** PLEASE ATTACH A "LETTER OF INTENT" EXPLAINING REQUEST and
TYPED "LEGAL DESCRIPTION" OF PROPERTY TO BE AFFECTED ***

CASE NUMBER:

8/14/2025

Re: **Letter of Intent – Variances R-TH and C-2/DOD Rezoning
Dacula Old Downtown District (+/- 3.22 acres)**
PEC+ Project No. 25062.00A

Dear Community Development Officials,

This application seeks three variances in association with the proposed R-TH and C-2/DOD rezoning for the approximately 3.22-acre assemblage of parcels at 103 and 107 Broad Street, 217 and 227 Wilson Street between Second and Third Avenues in the City of Dacula (the “Subject Property,” PIDs R5302A081, R5302A077, R5302A076, R5302A140, R5302A222, and R5302A017). The variances and the change would allow for the development of a new, 40-unit, rowhome development with approximately 6,000 square feet of new local retail.

Site and Proposal

The Subject Property is an assemblage of six parcels (of which three are City-owned) just north of Downtown Dacula in the ‘Old Downtown’ district. The site is located directly east of Dacula High School, and is within walking distance of City Hall to the south. This site is part of the Downtown District as identified in the City’s Urban Redevelopment plan.

The proposed rezoning (as described below) in conjunction with the requested variances (this application) would facilitate the development of 40 new, rear-loaded traditional ‘rowhomes’ in the downtown area, as well as 6,000 square feet of new local retail uses, which directly supports the City of Dacula’s 2024 Urban Redevelopment Plan.

Requested Variances

The full realization of the proposed development requires three variations to the Downtown Overlay District. These include:

1. A variance to Appendix B, Article 9, Section 917 D.1.c. to allow off-street parking to be visible from the public ROW, as identified as “V1” on Exhibit E,
2. A variance to Appendix B, Article 9, Section 917 D.1.f. to allow two curb cuts within 300 feet of each other, as identified as “V2” on Exhibit E, and;
3. A variance to Appendix B, Article 9, Section 917 H. Table 5, to waive the requirement for a build-to zone for the proposed commercial building on the east side of proposed New Parcel 2, with frontage on Wilson Street, as identified as “V3” on Exhibit E.

Associated R-TH and C-2/DOD Rezoning

The associated application’s requested zoning actions include:

- An amendment to the City of Dacula zoning map for parcels R5302A081, R5302A077, and part of parcel R5302A076; aka Parcels 1, 2, and part of 3 as labeled on Exhibits A and D from R-1200 and OI to R-TH/DOD, and;
- An amendment to the City of Dacula zoning map for parcels R5302A140, R5302A222, R5302A017, and part of parcel R5302A076; aka Parcels 4-6 and part of Parcel 3, respectively as labeled on Exhibits A and D from OI, C-1, and C-2 to C-2/DOD.

Rationale for Request

The site is an important infill opportunity in the City of Dacula's that is explicitly addressed in the City's 2024 Urban Redevelopment Plan.

As the plan points out, the site (part of the Second Avenue District within the Redevelopment Area) is ideally located, with frontages on Wilson Street, Broad Street, and Third Ave, and is situated between several community resources including Dacula Middle and High Schools, the fire station, and the public library. Per the Plan, the area immediately surrounding the site includes historic buildings that date back to the City's incorporation and has a desirable grid pattern that "makes it primed for walkable commercial, mixed-use revitalization."

By bringing attractive new rowhomes and boutique businesses to this area, the proposal advances the following redevelopment goals:

- To facilitate future creation of tax allocation districts, enterprise, and opportunity zones;
- To provide a variety of transportation options through paths, sidewalks, trails, and complete streets;
- To support diverse housing options to achieve sustainable and balanced housing types with a distinct architectural character;
- To pursue public improvements including appropriate land uses, improved traffic, public transportation, public utilities, communal spaces, and other public projects; and
- To create an increased sense of place through placemaking projects.

The subject site has numerous hardships that are out of the applicant's control, the first of which is the relatively small size of the project. While it meets the intent of the DOD, the 3.22-acre assemblage is constrained without the possibility of expansion. The second hurdle is the topography, which reaches a high point on the southern end and drops dramatically toward the Third Avenue frontage. The applicant plans to use the unique topography as a placemaking technique, which will feature a pedestrian corridor through the commercial uses and will extend into a courtyard that the new rowhomes will overlook. However, this constraint also prevents a public through-road between the commercial and residential uses. Without vehicular access on a fourth side of the subject site, it is impossible to construct commercial buildings that comply with the build-to and parking location regulations of the DOD.

The combination of actions are necessary unify the underlying zoning from several disparate districts to a single master-planned district in a manner that works with the existing site constraints.

By using this two-pronged zoning approach, the proposal will begin to bridge the gap in development between the historic downtown and Dacula's new downtown district, as expressed in the Urban Redevelopment Plan. The result will be an attractive, high-quality, walkable addition to the Downtown area, preserving and adding to the traditional character.

Constitutional Objections

The portions of the Code of Ordinances and Zoning Ordinance for the City of Dacula (the "Zoning Ordinance") which classifies or conditions the Property into any more or less intensive zoning classification and/or zoning conditions other than as requested by the Applicant and property owner are unconstitutional, in that they would destroy the Applicant's and property owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Ordinance which presently restricts the Property's use to the present zoning classification, uses, regulations, requirements, and conditions is unconstitutional, illegal, null and void, and constitutes a taking of the Applicant's and the property owner's property rights in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983, and in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States by denying economic and viable use of the Property while not substantially advancing legitimate state interests.

The Property is presently suitable for R-TH AND C-2/DOD as proposed in the requested rezoning, as amended by the Applicant, and is not economically suitable for uses restricted under its present zoning and development classification, conditions, regulations, and restrictions due to its location, shape, size, surrounding development, and other factors. A denial of the requested rezoning and related variances would constitute an arbitrary and capricious act by the City of Dacula and the City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment. A refusal by the City of Dacula and the City Council to approve this requested rezoning, with only such additional conditions as agreed to by the Applicant and/or owner, so as to permit the only feasible economic use of the Property, would be unconstitutional between the Applicant, owner, and similarly situated property owners, in violation of Article I, Section I, Paragraph II of the Constitution of the State by discriminating of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment.

Conclusion

The applicant and owner respectfully request that the City of Dacula and the City Council, Planning Commission and Planning Staff approve and support the Applicant's variance request and associated rezoning request for the development of a new, 40-unit, rowhome development with approximately 6,000 square feet of new local retail. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

Sincerely,

Hayley Todd

Zoning Manager, Planners and Engineers Collaborative, Inc.

8/13/2025

Re: **Impact Statement – R-TH and C-2/DOD Rezoning
Dacula Old Downtown District (+/- 3.22 acres)**
PEC+ Project No. 25062.00A

Dear Community Development officials,

Please see below the responses to the City's Impact Statement criteria:

A. Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property:

The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposal includes 40 rowhomes and approximately 6,000 square feet of local commercial space in the Dacula Downtown character area, which are compatible with the surrounding uses, including single family homes, local commercial, parks, and public facilities. Therefore, the proposed change would allow for a use that is suitable in view of the use and development of adjacent and nearby property.

B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property:

The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby properties. The proposed development would set a precedent for the future high-quality redevelopment of this area, as intended by the City's Urban Redevelopment and Comprehensive Plans. The new rowhomes would bring walkable residential uses to patronize the existing commercial spaces and would begin to reinvigorate the historic downtown fabric. The proposed new use would be in harmony with the use and usability of existing properties.

C. Whether the property to be affected by the proposed rezoning has a reasonable economic use as currently zoned:

The proposal does not have a reasonable use as zoned. As evinced by the property's lack of redevelopment up to this time, the existing zoning designations of C-1, C-2, OI and R-1200 are disjointed and prohibitive to cohesive development. This proposal, however, would inject investment in the site and broader area, improving economic use.

D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:

The proposed rezoning will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The proposed project will attract a variety of buyers, and will not overwhelm existing utilities or facilities in any one particular way. Additionally, the historic downtown is designated as a prime redevelopment area because of its ability to support new growth by way of utilities and a unified street network. This development will improve multimodal transportation opportunities in downtown Dacula, and will enable residents to walk to achieve some errands, thereby reducing traffic.

E. Whether the proposed rezoning is in conformity with the policy and intent of the land use plan:

The site is an important infill opportunity in the City of Dacula's that is explicitly addressed in the City's 2024 Urban Redevelopment Plan. As the plan points out, the site (part of the Second Avenue District within the Redevelopment Area) is ideally located, with frontages on Wilson Street, Broad Street, and Third Ave, and is situated between several community resources including Dacula Middle and High Schools, the fire station, and the public library. Per the Plan, the area immediately surrounding the site includes historic buildings that date back to the City's incorporation and has a desirable grid pattern that "makes it primed for walkable commercial, mixed-use revitalization."

Dacula Old Town District Rezoning

Subject Parcels



Legend

Parcels

Condo

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Street Centerlines

Freeway

Highway

Ramp

Collector Distributor

Primary Arterial

Major Collector

Major Arterial

Minor Arterial

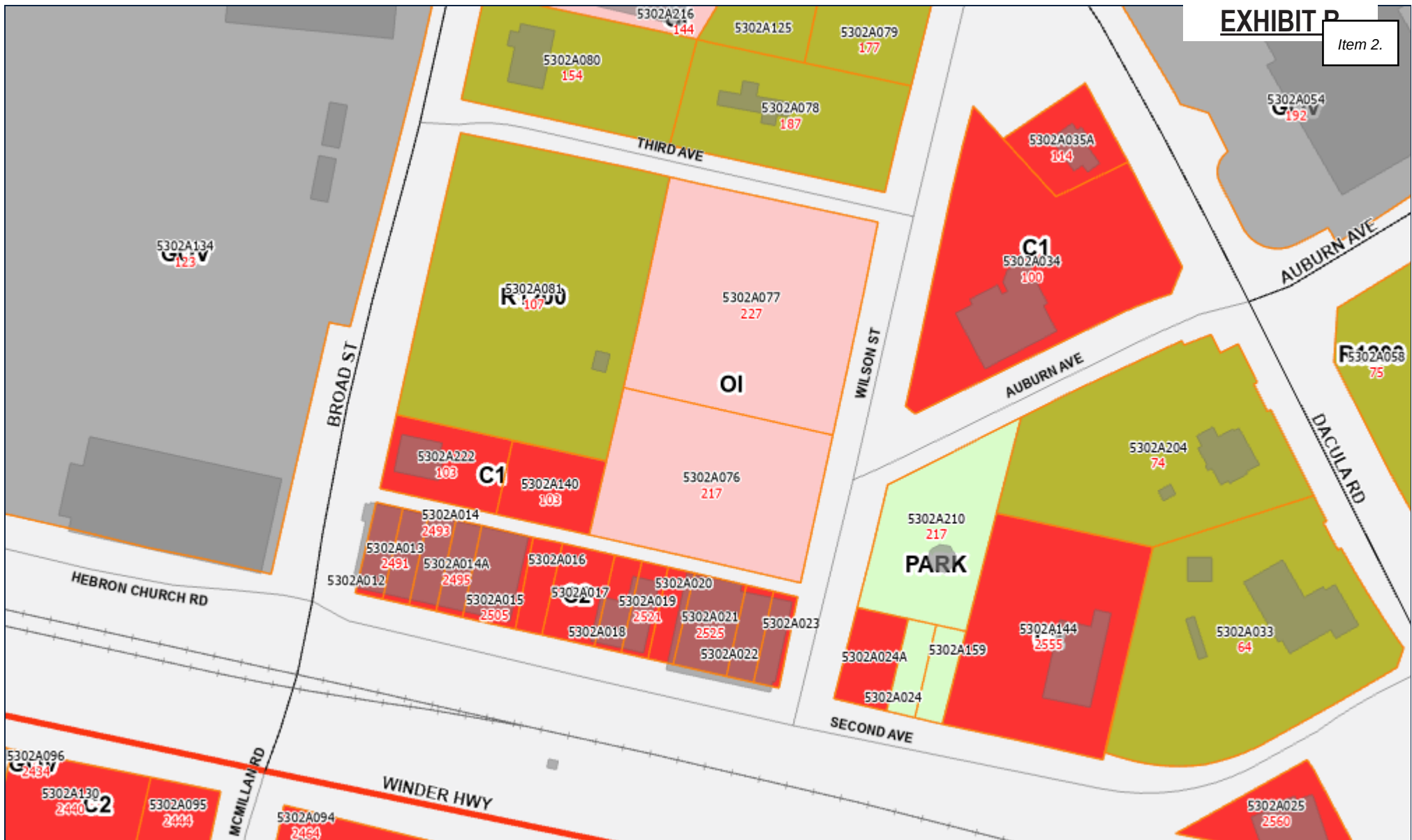
Minor Collector

Residential

Private

County Boundary

Adjacent Counties



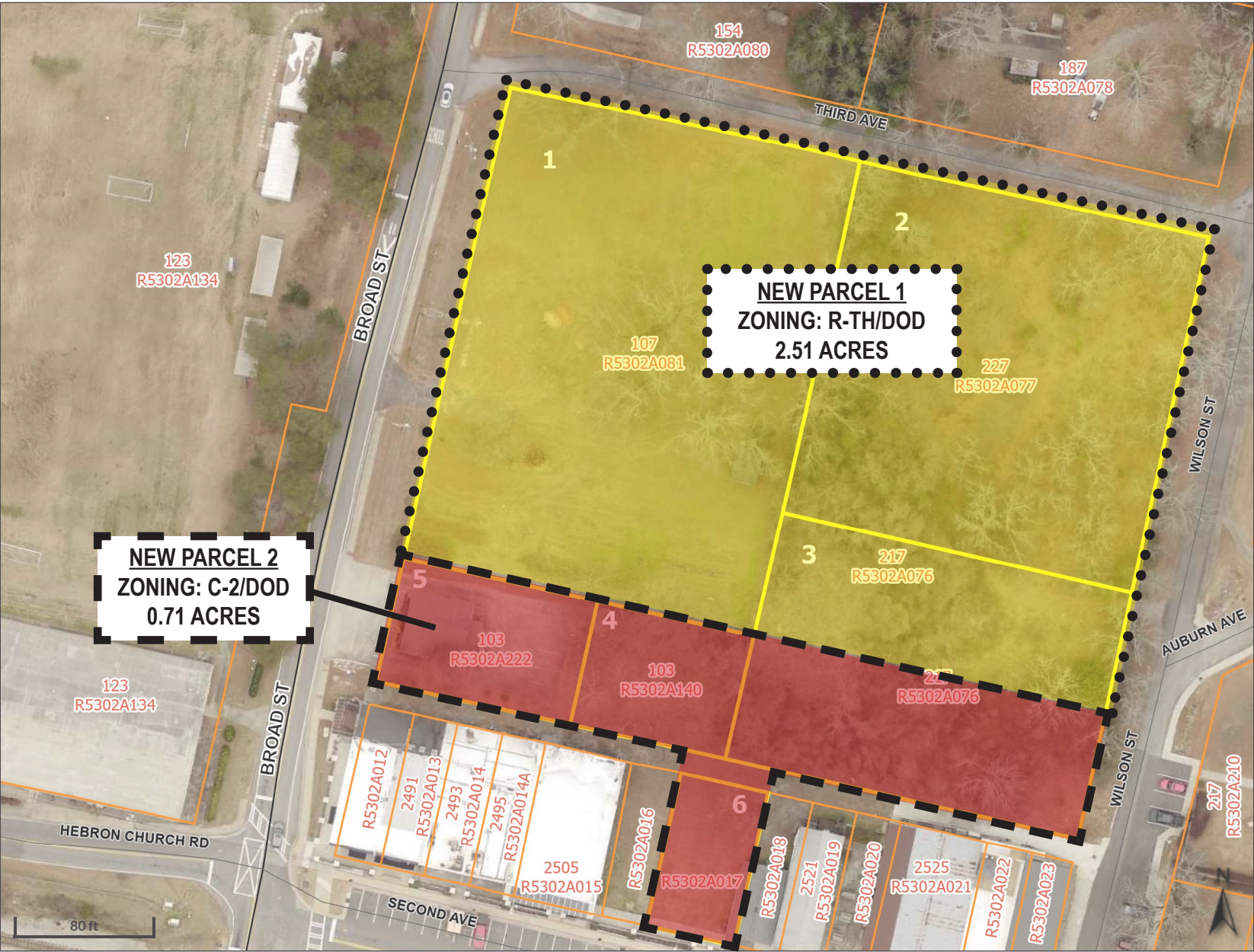
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City of Dacula Zoning

0 50 100
ft

Dacula Old Town District Rezoning

Subject Parcels



- Legend
- Parcels

Condo

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Street Centerlines

Freeway

Highway

Ramp

Collector Distributor

Primary Arterial

Major Collector

Major Arterial

Minor Arterial

Minor Collector

Residential

Private

County Boundary

Adjacent Counties

KEY NO.	PID	OWNER	OWNER ADDRESS	SITE ADDRESS	ACREAGE (GIS)
1	R5302A081	CITY OF DACULA	PO BOX 400 DACULA, GA 30019-0007	107 BROAD ST DACULA, GA 30019	1.24
2	R5302A077	CITY OF DACULA	PO BOX 400 DACULA, GA 30019-0007	227 WILSON ST DACULA, GA 30019	0.92
3	R5302A076	CITY OF DACULA	PO BOX 400 DACULA, GA 30019-0008	217 WILSON ST DACULA, GA 30019	0.64
4	 R5302A140	SECOND AND BROAD LLC	2572 APPLE VALLEY RD NE STE 202 BROOKHAVEN, GA 30319-3135	103 BROAD ST DACULA, GA 30019	0.14
5	R5302A222	SECOND AND BROAD LLC	2573 APPLE VALLEY RD NE STE 202 BROOKHAVEN, GA 30319-3135	103 BROAD ST DACULA, GA 30019	0.18
6	R5302A017	INGRAM PARTNERS, LLC	366 AUBURN RD AUBURN, GA 30011-2315	SECOND AVE DACULA, GA 30019	0.1
Total acres					3.22

F. 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 proposed rezoning:

Rezoning the site to R-TH and C-2/DOD would unify the underlying zoning from several disparate districts to two cohesive districts.

This zoning approach and proposal will begin to bridge the gap in development between the historic downtown and Dacula's new downtown district, as expressed in the Urban Redevelopment Plan. The result will be an attractive, high-quality, walkable addition to the Downtown area, preserving and adding to the traditional character. The applicant and developer are seeking partnership with the City to advance the vision of the Redevelopment Plan.

The applicant and owner respectfully request that the Dacula City Council, Planning Commission and Planning Staff approve and support the Applicant's request to rezone the subject property from OI, C-1, C-2 and R-1200 to R-TH and C-2/DOD for the purposes of creating a new, high-quality, mixed-use redevelopment. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

Sincerely,

Hayley Todd

Zoning Manager, Planners and Engineers Collaborative, Inc.

DEED B: 60975 P: 00676
12/28/2023 11:10 AM Pgs: 3 Fees: \$25.00
TTax: \$0.00
Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0672023030764
ERECORDED
eFile Participant IDs: 5705353253,

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After Recording Return To:

Robert Jackson Wilson, PC
295 S. Culver Street, Suite C
Lawrenceville, GA 30046
Deed preparation Only

Tax Parcel No. R5302A081
Gwinnett County

STATE OF GEORGIA

GWINNETT COUNTY

QUIT-CLAIM DEED

THIS INDENTURE, made this 28th day of December in the year Two Thousand Twenty-Three between,

**SYBLE PLOTT BLACKSTOCK and
LONNIE F. PLOTT, AS HEIRS
OF THE ESTATE OF RUTH ANN LOCHABY PLOTT**

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

**CITY OF DACULA, GEORGIA,
A Georgia Municipal Corporation**

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 the said party of the first part for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said party of the second part, its successors and assigns, all the right, title, interest, claim or demand which the said party of the

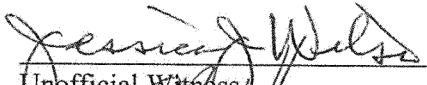
first part has or may have had in and to the real property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, its successors and assigns, so that neither the said party of the first part nor her successors, nor any other person claiming under them shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and affixed her seal, the day and year above written.

Signed, sealed and delivered before me
this 28 day of December, 2023
in the presence of:

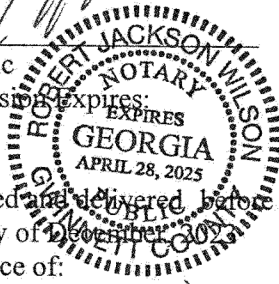
GRANTOR:


Unofficial Witness


Syble Plott Blackstock, as Co-Executor
of the Estate of Ruth Ann Lochaby Plott

Notary Public

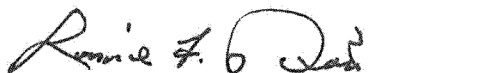
My Commission Expires:



Signed, sealed and delivered before me
this 28 day of December, 2023
in the presence of:

GRANTOR:


Unofficial Witness


Lonnie F. Plott, as Co-Executor
of the Estate of Ruth Ann Lochaby Plott

Notary Public

My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION

TRACT ONE

All that tract or parcel of land lying and being in the City of Dacula, Gwinnett County, Georgia, and being part of Land Lot 302 of the 5th Land District of said county, and being known as the Mattie M. Hill home place being located on the East side of Broad Street in Dacula, Georgia, and being on the South side of an unnamed street, and being bounded on the East by lot of Haney, formerly Mauldin place, and on the South by lot of Julia McMillan, formerly Ben Wilson, and being more particularly described as follows:

BEGINNING at the Southeast corner of the intersection of Broad Street and on the 20-foot unnamed street, thence run in a Southerly direction along Broad Street 200 feet, more or less, to a corner with lands of Julia McMillan; thence run East along the Julia McMillan land 200 feet, more or less, to the property of Haney, formerly the Mauldin place; thence run in a Northerly direction along Haney lot 200 feet, more or less, to a paved unnamed street; thence run in a Westerly direction along said paved unnamed street 200 feet, more or less, to the point of beginning.

The above-described property being the same property as described in the Executrices Deed from the Estate of Mrs. Mattie M. Hill to A. F. Plott dated July 17, 1967, and recorded in Deed Book 276, Page 642, Gwinnett County, Georgia records.

TRACT TWO

All that tract or parcel of land lying and being in the 5th District of Gwinnett County, Georgia, and being part of Lot No. 302, beginning on the East side of Broad Street, on the corner of J. M. Stanley lot and thence running East 200 feet with Stanley's line and cornering with J. M. Stanley Pool Pound Co., and A. K. King; thence North 70 feet with King's line cornering with A. K. King, L. C. Mauldin and E. R. Hill; thence West 200 feet with E. R. Hill's line to Broad Street; thence South 70 feet along Broad Street to beginning point and being Lot No. 5 in Block "B", in the Town of Dacula, Georgia, on the S.A.L.R.R.

The above-described property being the same property as described in the Warranty Deed from Julia Wilson McMillan to A. F. Plott dated August 20, 1970, recorded in Deed Book 358, Page 345, Gwinnett County, Georgia records.

Please Return Document To:
STELL, SMITH & MATTISON, P.C.
P.O. Box 644
Winder, GA 30680
File #: R19-7863 - Ingram Partners, LLC

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF BARROW

THIS INDENTURE made this 18th day of September, 2019, between Dacula Medicine Center, Inc., of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Ingram Partners, LLC, 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 TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 302 of the 5th District, Gwinnett County, Georgia, and in the Town of Dacula, being the east half of Lot 12, Block B, and the west half of Lot 13, Block B, as shown on a plat of map of Freeman, Georgia, as recorded in Deed Book 3, Page 205, Gwinnett County Records, and being more particularly described as follows: Beginning at a p.k. nail set on the northerly side of 2nd Avenue (50-foot right-of-way) 175.0 feet southwesterly of the point of intersection of the northerly right-of-way of 2nd Avenue and the westerly right-of-way of Wilson Street (60-foot right-of-way); thence north 11 degrees 22 minutes 15 seconds east 88.0 feet to an iron pin found at the southerly side of a 12-foot alley; thence north 78 degrees 37 minutes 45 seconds west, along the south side of said 12-foot alley, 50.0 feet to an iron pin set; thence south 11 degrees 22 minutes 15 seconds west 88.0 feet to a p.k. nail set at the northerly side of 2nd Avenue, (50-foot right-of-way); thence south 78 degrees 37 minutes 45 seconds east, along the northerly side of 2nd Avenue, 50.0 feet to the p.k. nail set at the point of beginning. Said tract containing 0.10 acres as shown on a plat of survey for Dacula Medical Center, Inc., prepared by Thomas Wood, R.L.S., dated August 23, 1995, and recorded in Plat Book 70, Page 113A, Gwinnett County Records, to which plat reference is made for a more detailed description.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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 FEE SIMPLE.

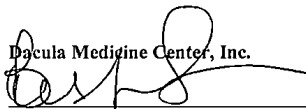
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:


Witness

Notary Public
My commission expires
(Notary Seal)


Dacula Medicine Center, Inc.
Billy M. Stone, President/Secretary

(Corp Seal)

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF WALTON

THIS INDENTURE, made this **7th day of October, 2024**, between **Bettie Monroe LLC, a Georgia Limited Liability Company**, as party or parties of the first part, hereinunder called Grantor, and **Second and Broad, LLC, a Georgia Limited Liability Company**, 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 **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE**

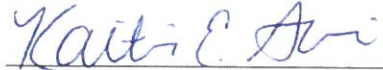
This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee, forever in **FEE SIMPLE**.

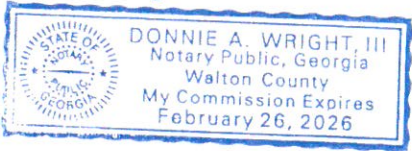
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above-named Grantor.

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

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public



GRANTOR:

Bettie Monroe LLC,
a Georgia Limited Liability Company

By:  (SEAL)
Shauna Marie Mathias, Sole Member

Exhibit "A"
Property Description

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Gwinnett, Town of Dacula, located in Land Lot 302 of the 5th Land District, and being more particularly described as follows:

TRACT 1

Beginning at a point on the easterly side of Broad Street at the point at which the easterly side of Broad Street is intersected by the northerly side of a 12-foot alley (said point being 100 feet from the northeast side of Second Avenue); running thence northerly along the easterly side of Broad Street 70 feet to a point at the corner with property, now or formerly, of McMillian, run thence easterly along the line of said McMillian property 110 feet to a point at a corner with property, now or formerly, of James Williams, running thence southerly along said Williams property 70 feet to the northerly side of a 12 foot alley, run thence westerly along the northerly side of said alley 110 feet to the easterly side of Broad Street and the Point of Beginning; Being improved property having a one-story frame house thereon and being more particularly shown on a survey prepared by Eston Pendley & Assoc., Inc, dated June 29, 1977.

Tax Parcel ID No. R5302A 222

TOGETHER WITH:

TRACT 2

To Find the True Point of Beginning, begin at the intersection formed by the easterly side of Broad Street and the northerly side of a 12 foot alley (said point being 100 feet northerly as measured along the easterly side of Broad Street from the intersection formed by the easterly side of Broad Street with the northerly side of Second Avenue); thence easterly along the northerly side of said 12 foot alley; 110 feet to the True Point of Beginning; thence northerly along the easterly line of property belonging to the grantees, 70 feet to a point, thence easterly 90 feet to a point, thence southerly 70 feet to a point on the northerly side of said 12 foot alley, thence westerly along the northerly side of said 12 foot alley, 90 feet to The True Point of Beginning.

Tax Parcel ID No. R5302A 140

For Informational Purposes Only:

This being the real property commonly known as 103 Broad Street according to the present system of numbering properties in the Town of Dacula, Gwinnett County, Georgia.

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF WALTON

THIS INDENTURE, made this **7th day of October, 2024**, between **Bettie Monroe LLC, a Georgia Limited Liability Company**, as party or parties of the first part, hereinunder called Grantor, and **Second and Broad, LLC, a Georgia Limited Liability Company**, 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 **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE**

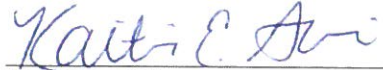
This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee, forever in **FEE SIMPLE**.

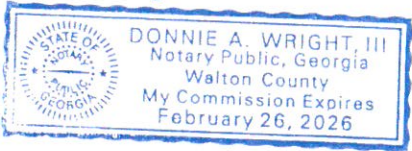
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above-named Grantor.

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

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public



GRANTOR:

Bettie Monroe LLC,
a Georgia Limited Liability Company

By:  (SEAL)
Shauna Marie Mathias, Sole Member

Exhibit "A"
Property Description

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Gwinnett, Town of Dacula, located in Land Lot 302 of the 5th Land District, and being more particularly described as follows:

TRACT 1

Beginning at a point on the easterly side of Broad Street at the point at which the easterly side of Broad Street is intersected by the northerly side of a 12-foot alley (said point being 100 feet from the northeast side of Second Avenue); running thence northerly along the easterly side of Broad Street 70 feet to a point at the corner with property, now or formerly, of McMillian, run thence easterly along the line of said McMillian property 110 feet to a point at a corner with property, now or formerly, of James Williams, running thence southerly along said Williams property 70 feet to the northerly side of a 12 foot alley, run thence westerly along the northerly side of said alley 110 feet to the easterly side of Broad Street and the Point of Beginning; Being improved property having a one-story frame house thereon and being more particularly shown on a survey prepared by Eston Pendley & Assoc., Inc, dated June 29, 1977.

Tax Parcel ID No. R5302A 222

TOGETHER WITH:

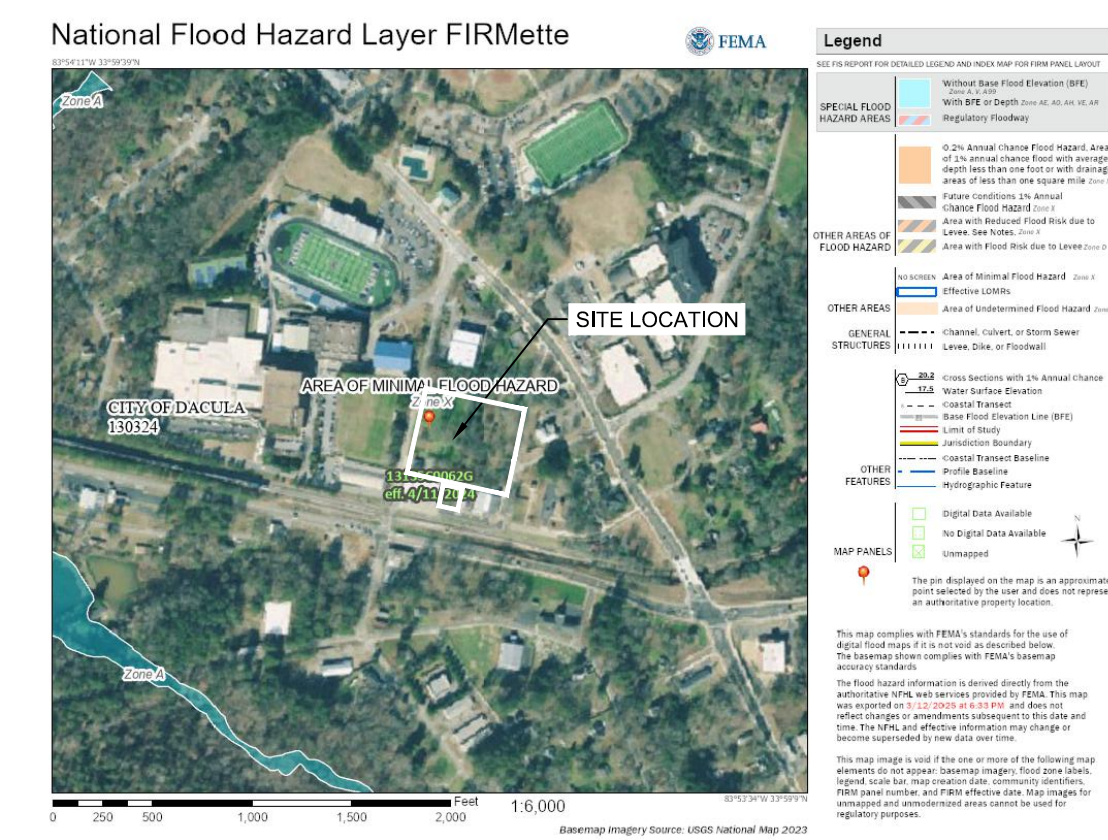
TRACT 2

To Find the True Point of Beginning, begin at the intersection formed by the easterly side of Broad Street and the northerly side of a 12 foot alley (said point being 100 feet northerly as measured along the easterly side of Broad Street from the intersection formed by the easterly side of Broad Street with the northerly side of Second Avenue); thence easterly along the northerly side of said 12 foot alley; 110 feet to the True Point of Beginning; thence northerly along the easterly line of property belonging to the grantees, 70 feet to a point, thence easterly 90 feet to a point, thence southerly 70 feet to a point on the northerly side of said 12 foot alley, thence westerly along the northerly side of said 12 foot alley, 90 feet to The True Point of Beginning.

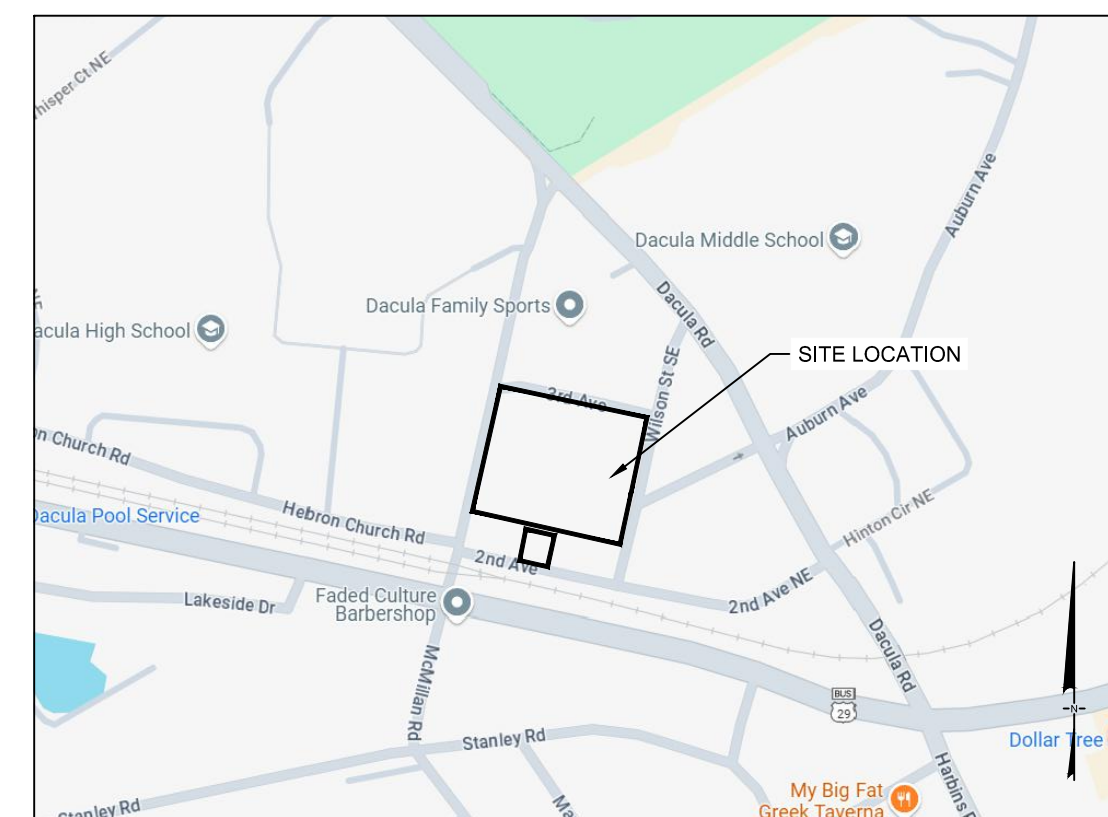
Tax Parcel ID No. R5302A 140

For Informational Purposes Only:

This being the real property commonly known as 103 Broad Street according to the present system of numbering properties in the Town of Dacula, Gwinnett County, Georgia.



FEMA FIRM MAP
NOT TO SCALE



SITE LOCATION MAP

SITE DATA:	
TOTAL SITE AREA	3.286 ACRES (142,876 SF)
R-TH TRACT AREA	2.51 ACRES (109,335)
C-2 TRACT AREA	.77 ACRES (33,541)
ZONING	
EXISTING ZONING	OF, C1, C2 & R1200
PROPOSED ZONING	R-THOOD & C-2/DOD (DOWNTOWN OVERLAY DISTRICT)
ZONING JURISDICTION	CITY OF DACULA, GEORGIA
SETBACK REQUIREMENTS	
BUILD TO ZONE	0' - 10'
SIDE SETBACK	0' (BETWEEN ADJACENT TOWNHOUSE & ROWHOUSE)
REAR SETBACK	0' REAR ALLEY; 10' NO ALLEY
REQUIRED BUFFERS	N/A
DEVELOPMENT STANDARDS	
MAX. BUILDING HEIGHT	40 FEET
20' X 50' REAR LOADED ROWHOUSES PROVIDED	40 UNITS
TOTAL SITE DENSITY PROVIDED	15.9 DU/A (40 UNITS / 2.51 ACRES)
MAX. DENSITY ALLOWED	NO MAX IN DOWNTOWN OVERLAY DISTRICT
NEW RETAIL PROPOSED	6,000 SF
EXISTING COMMERCIAL TO REMAIN	1,100 SF
OPEN SPACE CALCULATIONS	
OPEN SPACE REQUIRED	35,065 SF (25% OF TOTAL SITE AREA)
OPEN SPACE PROPOSED	35,540 SF (25.5% OF TOTAL SITE AREA)
PARKING REQUIREMENTS	
TOWNHOME PARKING REQUIRED	40 SPACES (2 SPACES/ DWELLING UNIT)
TOWNHOME PARKING PROVIDED	160 SPACES (2 GARAGE + 2 DRIVEWAY SP.)
MIN. RETAIL PARKING REQUIRED	25 SPACES (5 SPACES/ 1,000 SF FLOOR AREA)
RETAIL PARKING PROVIDED	30 SPACES
ADDITIONAL STREET PARKING PROVIDED	13 SPACES

P: (770) 451-2741 F: (770) 451-3915

WWW.PEC.PLUS

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60 YEARS

Planners + Engineers Collaborative+

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

**DACULA OLD
TOWN DISTRICT**

**A MASTER PLANNED RESIDENTIAL
DEVELOPMENT**

AT

103 & 107 BROAD STREET
DACULA, GEORGIA 30019

CITY OF DACULA JURISDICTION

FOR

CITY OF DACULA

MUNICIPALITY PROJECT #

[illegible]

THIS SEAL IS ONLY VALID IF COUNTER SIGNED
AND DATED WITH AN ORIGINAL SIGNATURE.

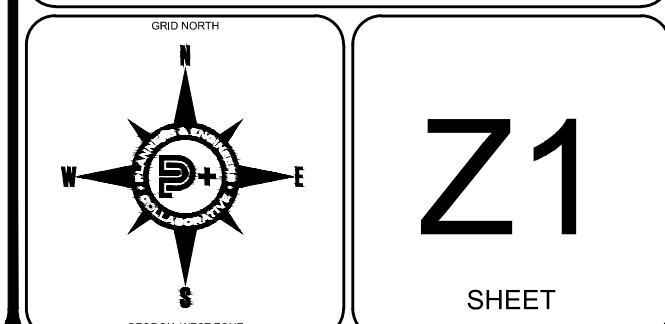


08/13/2025
GSWCC LEVEL II DESIGN PROFESSIONAL
CERTIFICATION # 0000059389 EXP. 10/31/2027

ZONING MASTER PLAN



SCALE: 1" = 30'
DATE: 08/07/2025
PROJECT: 25062.00A



24 HOUR CONTACT:
DOUGLAS INGRAM



Z1

SHEET



MEMO

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: October 31, 2025
SUBJECT: Construction administration services

LPB (architect) and Bowman (engineer) have requested additional compensation for the construction administration of Dacula City Core. Additional compensation is requested to account for the unexpected number of redesigns and hours necessary at the beginning of the project due to the grading issues. To ensure high quality service, staff recommends approving additional compensation to both LPB and Bowman as requested in the attached documents.



From: [Margaret Beaty](#)
To: [Brittini Nix](#)
Cc: [Eric Phan](#); [Margaret Beaty](#)
Subject: 224002 - Dacula city core
Date: Wednesday, August 20, 2025 11:10:18 AM

Dear Brittini,

LPB has been incurring a loss in managing construction administration work related to civil engineering. As you know, we typically charge 5% for construction administration (CA). This covers our coordination with civil during site visits, distribution and issuance of RFPs, COs, and RFIs, along with contractor and owner coordination of civil plans.

For this project, we removed **\$9,140,247.00** from the COC when estimating LPB's design fees, as this was the amount B&W identified on the first pay application as the cost of land development. LPB has had to revise building grading elevations several times and redesign both the building and the freestanding site retaining walls.

With that in mind, I would like to ask that you consider additional CA compensation to help offset the civil-related effort:

- **5% of \$9,140,247.00 = \$457,012.35**
- **25% allocation to CA = \$114,253.00**
- **LPB typically pays civil 2.92%, leaving 2.08% for LPB coordination**
- **$\$114,253.00 \div 5 \times 2.08\% = \$47,530.00$**

I would like to ask that LPB be considered for an additional **\$47,530.00** to help cover expenses associated with civil work during construction.

Thank you for your time and consideration. Please let me know if you'd like to discuss this further.

Sincerely,

Margaret

Thank you,
Margaret

Margaret Beaty, AIA

Principal

Lindsay Pope Brayfield & Assoc., Inc.

344 West Pike Street

Lawrenceville, GA 30046

mbeaty@lpbatlanta.com

direct 770.407.5782

office 770.963.8989

cell 770.841.7203



CHANGE ORDER

Date: September 22, 2025

Bowman Consulting Group Ltd. 4174 Silver Peak Parkway Suwanee, Georgia 30024 Contact: SteveDuren Email: sduren@bowman.com	City of Dacula 442 Harbins Road, P.O. Box 400 Dacula, Georgia 30019 Contact: BrittiniNix Email: brittni.nix@daculaga.gov
Project Name: Administrative Building Project Dacula, Gwinnett County, Georgia 30019	Job #: 200523-01-001 / CO #12 Proposal #: 23-1010

SCOPE OF SERVICES COVERED BY CHANGE ORDER

Task	Description	Fee Type	Total
20	Add Service for Construction Administration services for the 2026 calendar year	Lump Sum	\$36,300.00

Total Lump Sum \$36,300.00

The individual signing this Change Order acknowledges that he or she has received and read the Standard Terms and Conditions of Bowman Consulting Group ("Bowman") and agrees on behalf of the Client, to be bound by them. The individual signing this Change Order states that he or she has the authority to sign on behalf of the Client. Execution of this Change Order by an authorized representative of the Client constitutes authorization to proceed.

Agreed and accepted by:

Steve Duren
Team Lead, Planning

Brittini Nix
City Administrator



BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2025

CLASSIFICATION	HOURLY RATES
Senior Principal	\$345.00/HR
Principal	\$320.00/HR
Department Executive	\$270.00/HR
Senior Project Manager	\$245.00/HR
Project Manager	\$210.00/HR
Project Coordinator	\$120.00/HR
Senior Surveyor	\$245.00/HR
Engineer I II III	\$135.00/HR \$145.00/HR \$165.00/HR
Planner I II III	\$130.00/HR \$140.00/HR \$180.00/HR
Designer I II III	\$130.00/HR \$140.00/HR \$150.00/HR
CADD Drafter I II III	\$ 95.00/HR \$120.00/HR \$130.00/HR
Construction Inspector	\$120.00/HR
Landscape Architect I II III	\$130.00/HR \$145.00/HR \$185.00/HR
GIS Developer I II III	\$130.00/HR \$170.00/HR \$205.00/HR
Senior Environmental Scientist	\$200.00/HR
Environmental Scientist I II III	\$125.00/HR \$155.00/HR \$185.00/HR
Right of Way Specialist I II III	\$100.00/HR \$120.00/HR \$145.00/HR
Survey Technician I II III	\$110.00/HR \$130.00/HR \$150.00/HR
Project Surveyor	\$190.00/HR
Survey Field Crew – 1 Man	\$155.00/HR
Survey Field Crew – 2 Man	\$195.00/HR
Survey Field Crew – 3 Man	\$250.00/HR
3D Scanning Crew	\$285.00/HR
Survey Field Technician	\$100.00/HR
3D/UAV Modeling Technician	\$180.00/HR
UAV Operation	\$320.00/HR
SUE Field Crew - 1 Man	\$155.00/HR
SUE Field Crew - 2 Man	\$200.00/HR
SUE Field Crew - 3 Man	\$260.00/HR
SUE Field Crew - 4 Man	\$295.00/HR
SUE Utility Coordinator	\$200.00/HR
SUE Technician I II III	\$120.00/HR \$135.00/HR \$160.00/HR
Machine Control Technician	\$270.00/HR
Administrative Professional	\$100.00/HR
Remote Sensing Technician I II III	\$110.00/HR \$130.00/HR \$150.00/HR

Initials: Bowman

/ Client

Table 1812018 - DEFAULT 2025 Florida/Georgia

S.A.D.

BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd.** ("Bowman") to **City of Dacula** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope

includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions

regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191

Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.



MEMO

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: October 31, 2025
SUBJECT: Cellphone buyback

The City of Dacula recently changed our mobile service provider and received new devices. As such, we are now in possession of an excess number of devices. Custom Buyback, a third-party service, will purchase these old devices per their pricing schedule. Custom Buyback has provided the City an estimate for consideration.

Staff recommends engaging in the cellphone buyback program with Custom Buyback. All information on the devices will be removed prior to disposal.





Quote ID: 12891 Date: 10.01.2025

This quote is subject to satisfactory device inspection and the terms and conditions found at custombuyback.com. You must approve this quote within thirty (30) days of issuance to proceed with the buyback process.

Quote Provided For

City of Dacula
Brittini Nix
442 Harbins Road
Dacula, GA 30019

Quote Provided By

First Response IT
Kyle Heuer

Device	Size	Network	Condition	Unit Price	QTY	Estimated Payout	Notes
Galaxy A35	128GB	T-Mobile	Good	\$25.00	3	\$75.00	
iPhone SE (2022)	64GB	T-Mobile	Good	\$20.00	1	\$20.00	
iPhone 11	64GB	T-Mobile	Good	\$40.00	1	\$40.00	
iPhone 12	64GB	T-Mobile	Good	\$50.00	3	\$150.00	

Total Quantity	8
Total Estimated Payout	\$285.00

Brand New - All of the following conditions are met:

- ✓ Brand new
- ✓ Factory sealed in original retail box
- ✓ Device has never been activated or used

Item 4.

Like New - All of the following conditions are met:

- ✓ Like New with no signs of use
- ✓ Fully functional with no operational problems
- ✓ No cracks, scratches, dings or dents
- ✓ Above 80% battery capacity

Good - All of the following conditions are met:

- ✓ Device has signs of use but no major cosmetic damage
- ✓ Fully functional with no operational problems
- ✓ No chips or cracks in front or back glass
- ✓ Above 80% battery capacity

Fair - All of the following conditions are met:

- ✓ Device has signs of heavy use such as dents, dings or heavy scratches
- ✓ Fully functional with no operational problems
- ✓ No chips or cracks in front or back glass
- ✓ Above 80% battery capacity

Damaged - Any of the following conditions are met:

- ✓ Cracked front glass with no LCD defects
- ✓ Non-working buttons
- ✓ Non-working headphone jack
- ✓ Non-working speaker or microphone
- ✓ Poor battery life (below 80% battery capacity)
- ✓ Engraved

Broken - Any of the following conditions are met:

- ✓ Does not recognize a SIM card
- ✓ Does not connect to Wi-Fi
- ✓ Unable to make phone calls
- ✓ Non-working fingerprint sensor
- ✓ Non-working Face ID or biometric sensors
- ✓ Malfunctioning touchscreen
- ✓ LCD Defects (aftermarket, damage, burns, or no display)
- ✓ Bent frame
- ✓ Passcode lock
- ✓ Water damage
- ✓ Phone does not power on
- ✓ iCloud/Google locked device
- ✓ Doesn't fall into other categories

Please remove all confidential, proprietary, or personal information before sending in your device. If you have any questions regarding how to erase personal information from your device, you can refer to the owner's manual or the manufacturer's website. Also, please ensure that all locks on the device are removed (iCloud, Google, Mobile Device Management, etc.).

For instructions on removing "Find my iPhone" and wiping your device for Apple products please refer to the following link. <https://support.apple.com/en-us/HT201351>

TERMS AND CONDITIONS

CC3 Solutions, LLC (“**Custom**,” “**we**,” or “**us**”) offers services (the “**Custom Services**”) through which you can sell certain electronic products (the “**Products**”) after receiving an “offer” from Custom by identifying your Product and its condition (each transaction, a “**Buy Back**”). You must agree to abide by the following terms in order to use the Custom Services and/or the Custom Websites.

BY (A) CLICKING “ACCEPT”, (B) SENDING CUSTOM A PRODUCT, OR (C) USING ANY CUSTOM WEBSITE (as defined below) AND/OR CUSTOM SERVICES, YOU SIGNIFY THAT YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, WHICH MAY BE AMENDED AT ANY TIME BY POSTING THE AMENDED TERMS ON THE CUSTOM WEBSITES. ANY AMENDED TERMS WILL BE AUTOMATICALLY EFFECTIVE IMMEDIATELY AFTER THEY ARE POSTED. Custom reserves the right to terminate or suspend your use of the Custom Websites and/or the Custom Services if you do not comply with this Agreement (as defined below) or any other Custom policy or procedure, or for any other reason we determine, in our sole discretion. YOU AFFIRM THAT IF YOU ARE USING A CUSTOM WEBSITE ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE THIS AGREEMENT.

1. **About These Terms.** These Terms and Conditions govern any offer that you make or receive to sell your Product to us, whether through Custom’s Websites or otherwise. These Terms and Conditions, the terms that govern your use of Custom’s websites, including custombuyback.com (collectively, the “**Custom Websites**”), the Custom Services, and any and all applications included therein, and any supplemental terms or policies that accompany a specific transaction, feature, or application, collectively, make up an agreement between you and Custom (the “**Agreement**”). You acknowledge that this Agreement is in electronic form and has the same force and effect as an agreement in writing. In this Agreement, the term “**you**” or “**your**” means an individual or entity exercising rights under this Agreement.
2. **Requirements for Buy Back.** In order to complete a Buy Back or to complete any other transaction with Custom, you must: (i) provide true, up to date and accurate account information about yourself and any Product you submit to us; (ii) comply with all terms and conditions of this Agreement; (iii) comply with all applicable laws and regulations, including all import and export laws as described in Section 15 below; and (iv) be over eighteen (18) years of age and have the legal capacity to enter into agreements and to convey title and interest in any Product that you submit to us. In order to receive payments for any Products in connection with a Buy Back, you must provide us with information including a valid email address at which you are able to receive email, a valid postal address at which you are able to receive mail, and your first and last name. Custom shall not be responsible for communication errors should your contact information be inaccurate or incomplete. You are responsible for ensuring that you can receive emails from Custom and Custom is not responsible for any emails that were not received by you because they were blocked or filtered as spam. You understand and agree that if you fail to

provide us with accurate and up to date information about yourself: (a) we will not be responsible for any misapplied Buy Back payments or Buy Back payments sent to a wrong address, and (b) any unclaimed funds may be subject to collection by governmental authorities under applicable unclaimed funds and escheat laws. You agree that we have no obligation to you if any of your unclaimed funds are turned over to governmental authorities in accordance with applicable law. Notwithstanding the foregoing, if Custom opts to pay by check, said check may be valid for up to 90 days from initial check issuance. After that date, uncashed checks may become stale-dated and voided; if a new check needs to be issued, a service fee will be deducted from the original check total to cover stop payment and/or processing fees.

3. **Product Eligibility.** Custom determines, in its sole discretion, which Products are eligible for purchase by or through the Custom Services and/or Custom Websites and for which eligible Products Custom will provide an offer or sell. Custom may terminate the eligibility of certain Products at any time and without advance notice.
4. **Condition for Buy Back.** Custom uses six (6) basic Product conditions to grade Products for Buy Back, to wit: “Brand New,” “Like New,” “Good,” “Fair,” “Damaged,” and “Broken.” Conditions can vary widely between categories and types of Products. Products shall be graded by Custom in its sole and absolute discretion. Condition definitions and categories are subject to change at Custom’s sole and absolute discretion. If you are uncertain about your Product’s condition, please seek guidance by contacting Custom’s customer care.
5. **Product Valuation.** All offers will be based on Custom’s own determination of the Product value in reliance on the accuracy of the information you supply us. Custom will use its discretion to determine the Product value, weighing factors that may include the Product’s model, functionality and condition and whether necessary Product accessories have been provided by you. Upon receiving an offer, you have the option of accepting or rejecting that offer. Acceptance indicates you are willing to provide your Product to Custom at the offered price. If you do not accept Custom’s offer, the specific transaction expires. If after rejecting the offer you change your mind and want to accept the offer, you will need to open another transaction with us at which point, assuming the Product is still eligible for purchase, the new offer may be different as Product prices are subject to change.
6. **Fitness for Sale; Phone and Internet Service.** You must have all right, title, and interest in any and all Products you seek to sell to Custom and all Products must be able to be activated for new service (unless the Product is incapable of being activated because it is in “Broken” condition). You promise that the Products and the sale and shipment of such items to Custom: (a) meet the aforementioned required conditions, (b) will comply with all applicable laws, statutes, ordinances, including without limitation all import and export laws as described in Section 15 below, (c) do not and will not infringe on third party intellectual property rights (including copyrights, trademarks, patents, trade secrets, or other proprietary rights), and (d) are not and will not be counterfeit, stolen, or fraudulent. You represent and warrant that the Products are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due. By using the Custom Services, you agree to indemnify and hold harmless Custom and the Custom Parties (defined below) from and against all claims, causes of action, liabilities, or losses (including but not limited to attorneys’ fees) sustained or incurred by any one or more of Custom and the Custom Parties arising out of or

relating to any breach or falsity of your representations, warranties, and covenants, whether said recoverable damages arise out of direct or third party claims. It is your responsibility to discontinue phone, Internet, and/or any similar service on your Product prior to selling it to Custom. Custom is not responsible for any service charges related to your Product, whether you incur such charges before, during, or after your use of the Custom Services. It is also your responsibility to remove any security codes that would prevent use of any Product.

7. **Sending Custom Your Product for Buy Back or Return.** When packaging your Product, be sure to include all materials included in your description when we calculated your offer for Buy Back. For Buy Back, this may include software, accessories, adapters, and manuals. Failure to include any items you told us about when the offer was calculated, or sending us a Product which does not match your original description, may impact the final value of your Product and may result in a revised offer. If you send us a Product that has unpaid bills, invoices, fees, or charges associated with it (including but not limited to “outstanding balance status” or the like with a carrier), then you shall (i) indemnify and hold harmless Custom and the Custom Parties from and against any and all claims, causes of action, losses, and liabilities (including attorneys’ fees) incurred or sustained by any one or more of Custom and the Custom Parties arising out of or relating the same, whether said recoverable damages arise out of direct or third party claims, and (ii) within seven (7) days of notification, pay us an amount sufficient to cover return shipping to you plus a \$50 processing fee. If you fail to pay the amounts called for in (ii) above within said timeframe, then Custom shall have the option of paying you the “Broken” price for the Product. If you send us a Product that is stolen or has been reported lost, stolen, or blacklisted, then (i) you shall indemnify and hold harmless Custom and the Custom Parties from and against any and all claims, causes of action, losses, and liabilities (including attorneys’ fees) incurred or sustained by any one or more of Custom and the Custom Parties arising out of or relating the same, whether said recoverable damages arise out of direct or third party claims, and (ii) Custom may dispose of the Product at its sole and absolute discretion, including but not limited to providing the Product to law enforcement or returning to you upon your payment of an amount sufficient to cover return shipping plus a \$50 processing fee.
8. **Removing Data from Your Product.** For Products involving devices that store files and/or personal data on hard drives, memory chips, or the like, you must back up and store any data you wish to keep from your Product and remove any personal information from the Product before you send your Product to us for Buy Back. Custom’s standard practice is to remove all such data from the Product upon receipt via internal logical sanitization; devices that cannot be logically sanitized internally are sent downstream to a qualified external vendor for shredding. By sending Custom the Product, you agree to release us from any claim as to the Product, the data stored in such Product, or any information on any media used in conjunction with the Product and which you send to Custom (whether in connection with a Buy Back), or for such data’s security, integrity, confidentiality, disclosure, or use.
9. **Product Inspection; Offer Recalculation.** Your Buy Back Product must be delivered to the carrier within seven (7) days after you accept the original offer provided by Custom (the “**Delivery Period**”) or the offer shall automatically expire. Packing and shipping recommendations provided to you by Custom should be followed in order to avoid possible damage to or loss of the Product in transit. Custom will inspect all Products that are received. Custom has the option to accept or reject the Product, including without limitation, to reject

any Product not conforming to the description you provided to us, any Product modified in such a way that it no longer conforms to the original factory specifications, any Product no longer complying with applicable laws or regulations (e.g., FCC rules, etc.), and/or any Product damaged or lost in transit. If Custom rejects the Product for any of these reasons, the original offer automatically expires and is rescinded. Custom reserves the right to revoke the original offer and provide a revised offer for the Product if: (a) the Product and/or materials are not as described, (b) the Product is received by Custom after the Delivery Period, and/or (c) Custom receives Product(s) that are different from those identified when your offer was calculated. As described above, Custom typically honors the offer price you receive for your Product for a period of seven (7) days; sometimes for a longer period of time in connection with a temporary extended price-lock offer (each a “**Price-Lock Offer**”). Notwithstanding any Price-Lock Offer, Custom always reserves the right to recalculate the original offer price and provide a revised offer for the Product if, during the Price-Lock Offer period, the market price for your Product has declined by more than thirty percent (30%). Custom shall determine the market price during such applicable period and whether there has been any such decline in its sole discretion. If you elect not to accept the recalculated offer price, your Product will be returned to you.

10. **Recalculated Product Offers after Inspection.** In the event Custom recalculates the offer it provided for the Product after it has been received and inspected for Buy Back as described above, you shall have the option of accepting or rejecting the new offer. If you accept the new offer, you will be paid in normal course and in accordance with this Agreement. If you reject the new offer, Custom will return the Product to you at the address from which it was originally sent. Custom will give you a period of seven (7) days after Custom presents you with a recalculated offer via email at the address you provided to accept or reject the new offer (the “**New Offer Period**”). However, if the new offer is neither affirmatively accepted nor rejected by you during the New Offer Period, the new offer will be deemed to have been accepted by you and you will be paid the new offer price in the normal course and in accordance with this Agreement. For the avoidance of doubt, your acceptance of the original offer and/or any new offer is final and you may not change your mind later about accepting such offer.
11. **Releasing Rights to Product.** Once you send Custom your Product for Buy Back, Custom cannot and does not guarantee that it will be able to honor any request for return of the Product and/or any data or information contained in such Product; indeed, Custom’s standard practice is to remove all data and information from the Product upon receipt via internal logical sanitization and therefore any return of the Product will not include data and information that could be logically sanitized. Subject to the foregoing, if Custom rejects the Product or you do not accept any new offer for the Product pursuant to Sections 9 and 10 (“**Return Circumstances**”), your Product will be returned to you as set forth in Sections 9 and 10.
12. **Risk-Of-Loss.** You remain responsible for the risk-of-loss for the Products sent to Custom for Buy Back until delivery of the same to Custom. You are responsible for any damages that may occur to your Product while in transit. Custom is responsible for risk-of-loss when it opens the packaging containing your Product and ceases in the event Custom returns your product to you for any reason. For the avoidance of doubt, in such event, risk of loss will be transferred to you once Custom delivers the package to the carrier for return to you and you will bear the risk-of-loss while the Product is in transit.

13. **Passing of Title.** Title to the applicable Product sent to Custom for Buy Back passes to Custom upon Custom's acceptance of the Product for the original offer or the new offer, as applicable. If there is a Return Circumstance, title shall not pass and shall remain with you.
14. **Non-Transferable.** Any offer by Custom for your Product for Buy Back is non-transferable and not redeemable for any other consideration other than what is offered by Custom.
15. **Import and Export Laws.** You agree to comply fully with all import and export laws, regulations, rules, and orders of the United States, or any foreign government agency or authority, and that you will not directly or indirectly transfer any Product without proper authorization from the U.S. and/or foreign government. You bear responsibility for and assume all expenses relating to your compliance with the described laws, regulations, rules, and orders, and for obtaining all necessary authorizations and clearances in order to convey any Product to Custom in connection with a Buy Back, including without limitation, valuation, classification, and duties applicable with the import of any goods. Please note: U.S. trade sanctions administered by the Office of Foreign Assets Control (OFAC) generally prohibit the importation into the United States (including U.S. territories), either directly or indirectly, of most goods, technology, or services (except information and informational materials) from, or which originated from Cuba, Iran, Iraq, Libya, North Korea, Serbia, or Sudan; from foreign persons designated by the Secretary of State as having promoted the proliferation of weapons of mass destruction; named Foreign Terrorist Organizations; designated terrorists and narcotics traffickers. You may not offer or provide to Custom for sale, any Products that would violate the provisions of this Section 15.
16. **Promotions.** From time to time, and at Custom's sole discretion, Custom may offer promotional programs as an incentive to customers. Promotions applicable to payments are applied as an increment to the final value of a customer's Product, but they are not considered a change in that final value. Promotional programs have explicitly defined terms, including but not limited to, expiration, usage per person and per transaction, and other limitations and restrictions. Unless otherwise stated, promotions must be applied by you before checkout. For the avoidance of doubt, once checkout is completed, promotions cannot be applied to the same transaction. Custom reserves the right, in its sole discretion, to cancel or refuse promotions.
17. **Accuracy of all Information.** Custom makes every effort to ensure the accuracy of all information you receive in relation to your Product. From time to time, however, there may be typographical errors, technical inaccuracies, pricing or other errors or omissions. As such, and notwithstanding anything contained in this Agreement to the contrary, Custom reserves the right, at any time prior to payment to you, to: (a) Correct an error; (b) Change the offer - In the event the Product has already been sent to Custom for Buy Back, the changed offer will become a new offer subject to the processes set forth in Section 9 and Section 10. Otherwise, the changed offer will be a re-issued original offer, which you may accept or reject; (c) Void a transaction - If the Product was already sent to Custom, Custom will be deemed to have rejected the Product resulting in a Return Circumstance subject to Section 11.
18. **Privacy.** Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

19. **Electronic Notices and Transactions.** You agree to transact with us electronically, including without limitation, agreeing to terms and conditions or offering to sell your Product by electronic means. You authorize Custom to provide you with terms and important notices about Custom and your transactions to an email address you provide to us or by posting notices on an applicable page on www.custombuyback.com. It is your duty to keep your email address accurate and up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by spam filters or other types of email blocking functionalities. If you no longer desire to transact electronically with us, you may no longer use the Custom Websites.
20. **Access.** You are responsible for obtaining at your own expense all equipment and services needed to access and use the Custom Websites and the Custom Services, including all devices, Internet browsers, and Internet access. If you access the Custom Website and the Custom Services through a mobile or wireless device, you are responsible for all fees that your carrier may charge you for data, text messaging, and other wireless access or communications services.
21. **Use of Custom Services.** By using Custom Websites, you agree not to (i) access any of the Custom Services by any means (including, without limitation, by use of scripts, web crawlers or similar methods) other than through the user interface provided by Custom; and (ii) engage in any other activity that interferes with or disrupts the Custom Services or performance of the Custom Websites.
22. **No Warranties.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE CUSTOM SERVICES AND WEBSITES “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE,” WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY. WE MAKE NO REPRESENTATIONS THAT YOUR TRANSACTIONS WITH CUSTOM WILL MEET YOUR REQUIREMENTS.
23. **Limited Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CUSTOM, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OWNERS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, DISTRIBUTORS, OR CONTRACTORS (COLLECTIVELY, THE “**CUSTOM PARTIES**”) BE LIABLE TO YOU, YOUR REPRESENTATIVES, OR YOUR AFFILIATES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ENHANCED, OR SPECIAL DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO YOUR ACCESS TO OR USE OF THE CUSTOM SERVICES AND/OR CUSTOM WEBSITES), REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CUSTOM OR THE CUSTOM PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (E.G., CONTRACT, TORT, NEGLIGENCE, WARRANTY, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COLLECTIVE MAXIMUM AGGREGATE LIABILITY OF

CUSTOM AND THE CUSTOM PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO YOUR ACCESS TO OR USE OF THE CUSTOM SERVICES AND/OR CUSTOM WEBSITES), WHETHER ARISING OUT OF OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF (I) THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO YOU PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (II) \$100. THE EXCLUSIONS AND LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

24. **Indemnity.** You agree to indemnify, defend, and hold harmless Custom and the Custom Parties from and against any and all claims, causes of action, liabilities, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur or sustain arising out of or relating to your violation or breach of any terms under this Agreement, whether said recoverable damages arise out of direct or third party claims. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim.
25. **Entire Agreement/No Waiver.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or be used in determining the intent of the parties to it. No waiver by Custom of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Sections 6, 8, 11, 13, 15, 18, 19 and 22 through 29 shall survive termination of this Agreement.
26. **Correction of Errors and Inaccuracies.** The Custom Websites and any correspondence related to a transaction may contain typographical errors or other errors or inaccuracies and may not be complete or current. Custom therefore reserves the right to correct any errors, inaccuracies, or omissions and to change or update the same at any time without prior notice. Custom does not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.
27. **Modification.** Custom reserves the right to modify this Agreement at any time. If you do not agree to the changes, you may discontinue using the Custom Websites and/or the Custom Services. Your continued use of any Custom Website and/or Custom Services after any such changes take effect constitutes your acceptance to such changes. Each time you submit a Product for sale to Custom, you reaffirm your acceptance of this Agreement as in effect at the time of such use. You are responsible for reviewing this Agreement each time you use the Custom Websites and/or the Custom Services. The last date this Agreement was revised is set forth below.
28. **Applicable Law and Venue.** THIS AGREEMENT AND THE TERMS OF SALE AND TRANSFER OF TITLE OF YOUR PRODUCT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH MISSOURI LAW AND, TO THE EXTENT APPLICABLE, THE LAWS OF THE UNITED STATES. NO CONFLICT OF LAWS OR PROVISIONS OF ANY

JURISDICTION WILL APPLY TO THIS AGREEMENT. BY (A) CLICKING “ACCEPT”, (B) SENDING CUSTOM A PRODUCT, OR (C) USING ANY CUSTOM WEBSITE AND/OR CUSTOM SERVICES, YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE FILED ONLY IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE COURTS OF THE STATE OF MISSOURI SITTING IN ST. LOUIS COUNTY, AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF THIS AGREEMENT. ALL DISPUTES MUST BE ADJUDICATED IN THE ENGLISH LANGUAGE.

29. **Waiver of Jury Trial.** You acknowledge and agree that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, you irrevocably and unconditionally waive any right you may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

If you have any questions, concerns, or suggestions regarding the above Agreement, please feel free to email info@custombuyback.com.

Last Updated: January 1, 2023