LAWRENCEVILLE
GEORGIA

CITY COUNCIL WORK SESSION
AGENDA

Tuesday, October 13, 2026
5:30 PM

Council Chambers
70 S. Clayton St, GA 30046

**Call to Order**

**Prayer**

**Pledge of Allegiance**

**Agenda Additions / Deletions**

**Discussion of General City Business**

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

1. RZM2026-00007; Parkland Homebuilders, LLC; 2555 University Parkway & 104 Hurricane Shoals Road
2. SUP2026-00009; PureFun Properties, LLC c/o Andersen Tate & Carr; 401 Industrial Park Drive
3. SUP2026-00010, SUP2026-00011, SUP2026-00012; 272 Hurricane Shoals LLC; 272 Hurricane Shoals Road
4. SUP2026-00013; Smokerise Services, LLC; 425 West Pike Street
5. Presentation: Purchasing 101
6. Residential Vehicle Parking Property Maintenance vs Zoning
7. Resolution to Dissolve the Financial Review Citizen Committee
8. 409 Simmons St property acquisition
9. Lawrenceville Police Department Axon Council Presentation
10. Lawrenceville Arts Commission Public Art Project: DTL Letter Installation

**Executive Session - Personnel, Litigation, Real Estate**

**Final Adjournment**

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

| | |
|---|---|
| **Item:** | RZM2026-00007; Parkland Homebuilders, LLC; 2555 University Parkway & 104 Hurricane Shoals Road |
| **Department:** | Planning and Development Department |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Presented By:** | Todd Hargrave, Director of Planning and Development Department |
| **Applicants Request:** | Rezone the subject property from BG (General Business) and LM (Light Manufacturing) to RM-24 (Multi-Family) to develop townhomes |
| **Planning & Development Recommendation:** | Approval with Conditions |
| **Planning Commission Recommendation:** | |

---

**Summary:** The applicant requests the rezoning of a parcel assemblage, consisting of approximately 7.90 acres located at 2555 University Parkway and 104 Hurricane Shoals Road (Parcel ID Numbers: 7011 120, 7011 128, and a portion of 7011 002A) from split LM (Light Manufacturing District) and BG (General Business District) to RM-24 (Multifamily Residential District) to develop one-hundred and six (106) multifamily dwelling units at a density of approximately thirteen-point-five (13.5) Units Per Acre
(UPA).

**Attachments/Exhibits:**

- RZM2026-00007_ATTCHMNTS_09112026

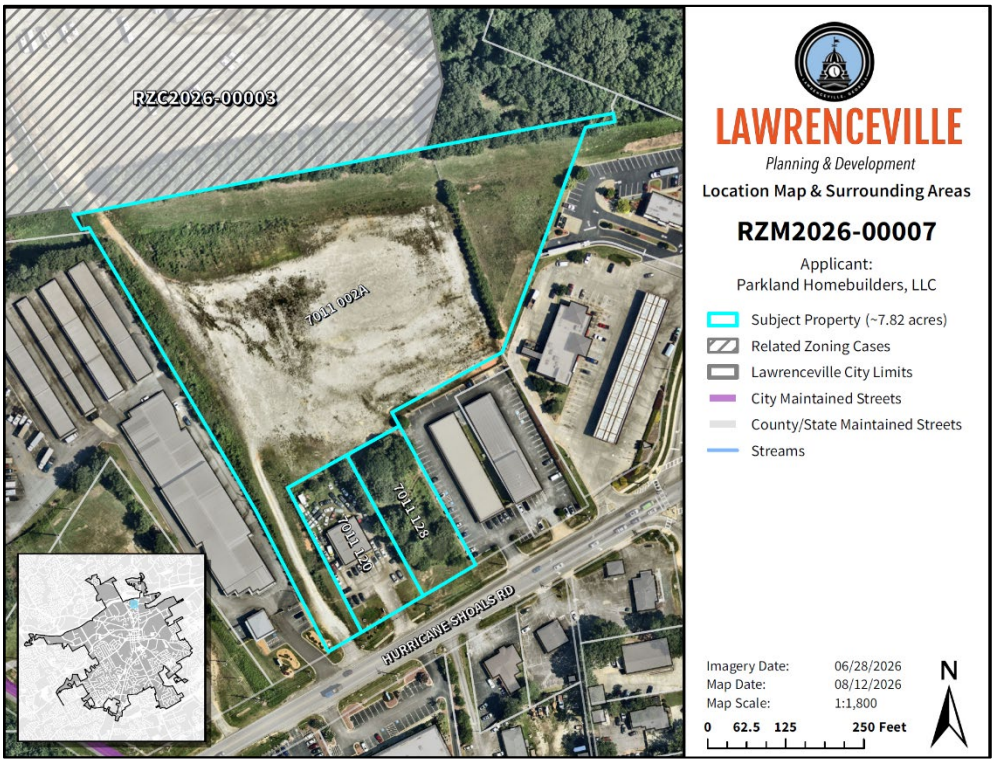
# LAWRENCEVILLE

## *Planning & Development*

### REZONING

| | |
|---|---|
| **CASE NUMBER(S):** | **RZM2026-00007** |
| **APPLICANT(S):** | PARKLAND HOMEBUILDERS, LLC |
| **PROPERTY OWNER(S):** | CE SMITH FAMILY, LLLP, JOSEPH MALOUF, AND THE CITY OF LAWRENCEVILLE |
| **LOCATION(S):** | 2555 UNIVERSITY PARKWAY & 104 HURRICANE SHOALS RD |
| **PARCEL NUMBER(S):** | 7011 120, 7011 128, & PORTION OF 7011 002A |
| **APPROXIMATE ACREAGE:** | 7.90 ACRES |
| **CURRENT ZONING:** | LM (LIGHT MANUFACTURING) & BG (GENERAL BUSINESS) |
| **PROPOSED ZONING:** | RM-24 (MULTIFAMILY RESIDENTIAL DISTRICT) |
| **PROPOSED DEVELOPMENT:** | 106 MULTIFAMILY RESIDENTIAL DWELLING UNITS |
| **RECOMMENDATION:** | APPROVAL W/ CONDITIONS |

**VICINITY MAP**




RZM2026-00007_RPRT_09112026

## ZONING HISTORY

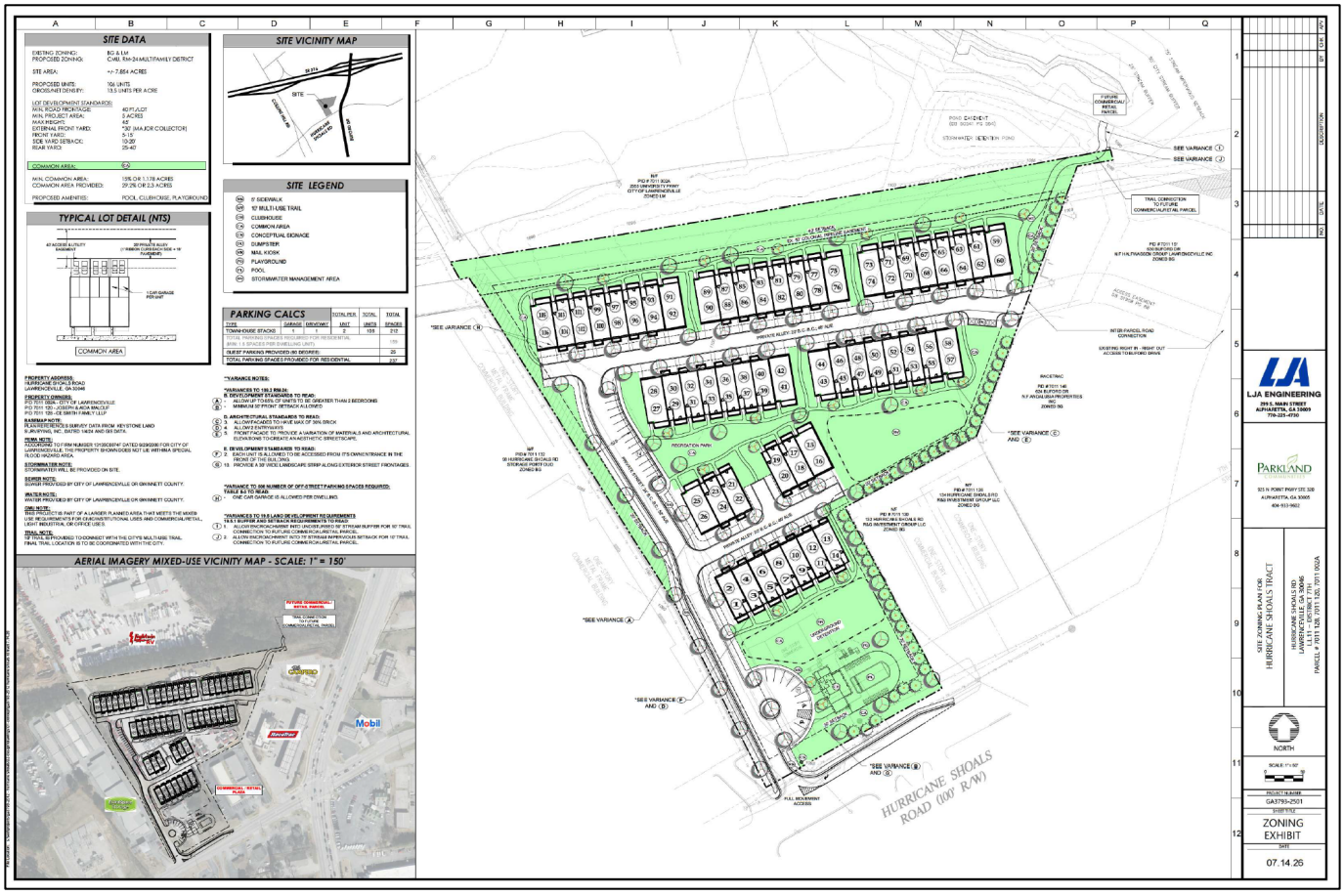
The earliest zoning records on file for the subject property circa 1971 show the property zoned as BG (General Business District). Portions of the subject property (parcel 7011 002A) were rezoned to LM (Light Manufacturing District) in the year 1994 for use as an equipment rental facility (RZ-94-06). This portion of the subject property saw further zoning activity in 2000 (RZ-00-28) and 2013 (SU-13-09), specifically pertaining to the use of graveled surfaces for the parking of vehicles, equipment, and trailers.

There is a concurrent rezoning case currently being heard for the portions of parcel 7011 002A outside of the scope of this request. Refer to RZC2026-00003, for a Wholesale Membership Club.

## PROJECT SUMMARY

The applicant requests the rezoning of a parcel assemblage, consisting of approximately 7.90 acres located at 2555 University Parkway and 104 Hurricane Shoals Road (Parcel ID Numbers: 7011 120, 7011 128, & a portion of 7011 002A) from split LM (Light Manufacturing District) and BG (General Business District) to RM-24 (Multifamily Residential District) to develop one-hundred and six (106) multifamily dwelling units at a density of approximately thirteen-point-five (13.5) Units Per Acre (UPA).

## SITE PLAN




RZM2026-00007_RPRT_09112026

## ZONING AND DEVELOPMENT STANDARDS

The applicant seeks to develop the subject property into a multifamily development consisting of stacked townhouses, which are multifamily residential units arranged vertically, with one dwelling unit located above another, and designed to resemble traditional townhouse-style buildings. Although commonly referred to as staked townhouses in zoning and development terminology, stacked townhouses do not meet the building code definition of a townhouse because the units do not extend from the foundation to the roof. As a result, the proposed staked townhouses are regulated as multifamily residential buildings under the International Building Code (IBC).

Each stacked townhome unit would consist of a two-bedroom unit and a three-bedroom unit, each with two-and-a-half bathrooms and a minimum floor area of 1,600 square feet.

Split units would generally be designed in the following manner:

- **First (Ground) Floor**: Contains garages for both units, an access corridor and stairs for the three-bedroom unit, and the main living and kitchen area for the two-bedroom unit.
- **Second Floor**: Contains two bedrooms and two bathrooms for the two-bedroom unit as well as the main living and kitchen area for the three-bedroom unit.
- **Third Floor**: Contains three bedrooms and two bathrooms for the three-bedroom unit.

See example floor plan below:




Each building would be a maximum of three stories and have exterior materials consisting of a mixture of brick, stone, and fiber cement siding, consistent with current architectural standards and existing housing in the area. The townhomes would be distributed across the site in rows of

RZM2026-00007_RPRT_09112026

three to eight split units. Each unit would feature a covered front entrance with a patio, facing a portion of the development's open space.

Split townhome units would be accessed via a private alley, with a one-car garage and one driveway space dedicated to each unit. Additional parking for guests would be provided along the interior streets, with total parking provided averaging 2.19 spaces per unit (237 total spaces).

Additional site improvements for residents would include an amenity area with pool and cabana, a pavilion, shared dumpsters, stormwater management facility, and a designated mail kiosk area. All units, landscaping and other private property within the development would be maintained by a property management group.

Approval of the requested RM-24 (Multifamily Residential District) zoning district requires variances from the minimum standard for the district as outlined below:

**Article 1 Districts, Section 102.8 RM-24 Multifamily Residential District, Subsection B. Lot Development Standards.**

| Standard | Requirement | Proposal | Recommendation |
|---|---|---|---|
| Lot Area | *10 acres* | *7.54 acres* | ***Variance*** |
| Lot Width | *100 ft* | *>100 ft* | *N/A* |
| Front Setback | *50 ft* | *30 ft* | ***Variance*** |
| Side Setback | *25 ft* | *25 ft* | *N/A* |
| Rear Setback | *40 ft* | *40 ft* | *N/A* |
| Max Lot Coverage | *60%* | *60%* | *N/A* |
| Max Height | *35 ft* | *35 ft* | *N/A* |
| Three-Bedroom Units | *10%* | *65%* | ***Variance*** |

**Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required; Table 5-3.**

| Standard | Requirement | Proposal | Recommendation |
|---|---|---|---|
| Parking: Multifamily | *2 spaces per unit*<br>*216 spaces* | *2.19 spaces per unit*<br>*237 spaces* | *N/A* |

Approval of the proposal will require the following variances:

**[1]** A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Lot Development Standards.

RZM2026-00007_RPRT_09112026

- The approval of a variance would allow for a reduction in the minimum lot area from ten (10) acres to seven-point-nine (7.9) acres.

**[2]** A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Lot Development Standards.

- The approval of a variance would allow for a reduction in the minimum front setback from fifty (50) feet to thirty (30) feet.

**[3]** A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Lot Development Standards.

- The approval of a variance would allow for the increase of the allowed portion of three-bedroom apartments from a maximum of ten percent (10%) to a maximum of sixty-five percent (65%).

**[4]** A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection E. Architectural Standards, 3.

- The approval of a variance would allow for a reduction in the minimum required brick/stone façade finishes from seventy-five percent (75%) to thirty percent (30%) brick for each elevation

**[5]** A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection E. Architectural Standards, 4.

- The approval of a variance would allow for an individual entryway for each dwelling unit.

**[6]** A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection E. Development Standards, 2.

- The approval of a variance would allow for each unit to be accessed from its own exterior entrance in lieu of a shared internal access corridor.

**[7]** A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection E. Development Standards, 10.

- The approval of a variance would allow for the reduction in the minimum width of the landscaped setback along external streets from fifty (50) feet to thirty (30) feet.

**[8]** A variance from the Development Regulations, Article XIX – Model Stream Buffer Protection Ordinance, Section 19.5.1 – Buffer and Setback Requirements, Part 1. Streams shall have an undisturbed natural buffer of fifty (50) feet, measured horizontally, on both banks of the stream as measured from the top of the stream bank.

- The approval of a variance would allow for the proposed development to extend into the fifty (50) foot undisturbed stream buffer.

**[9]** A variance from the Development Regulations, Article XIX – Model Stream Buffer Protection Ordinance, Section 19.5.1 – Buffer and Setback Requirements, Part 2. Streams shall have an additional buffer of twenty-five (25) feet, beyond the undisturbed natural buffer, in which

RZM2026-00007_RPRT_09112026

all impervious cover shall be prohibited and in which grading, filling, and earthmoving shall be minimized.

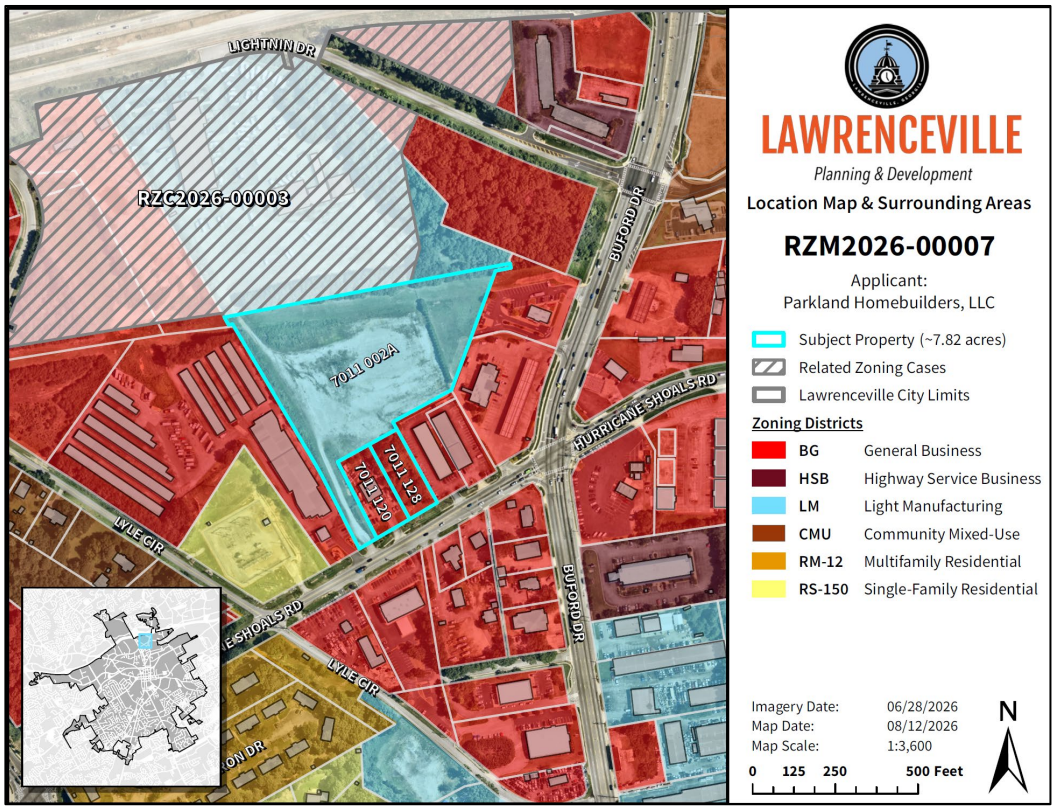
- The approval of a variance would allow for the proposed development to extend into the twenty-five (25) foot impervious surfaces stream buffer.

While specific justifications for the requested variances were not provided by the applicant, many of these variance requests can be justified by the fact that similar variances were granted for RZM2026-0001, which concerned the development of 90 stacked townhome units at Spring Lake and Paper Mill Road. The reduced front yard / landscaped setback may be further justified by the fact that no dwellings are intended to face a public right-of-way; the setback reduction would allow for the placement of a community structure at the entrance to the development. Finally, the proposed stream buffer encroachments would allow for a trail connection to adjacent commercial properties and would be in line with the variances proposed for RZC2026-00003.

The only variance that is not accounted for is the required reduction in minimum lot area from ten (10) acres to seven-point-nine (7.9) acres. Since the text as written prohibits a reduction of this minimum lot area through a variance, a text amendment may be required to proceed.

RZM2026-00007_RPRT_09112026

**CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP**

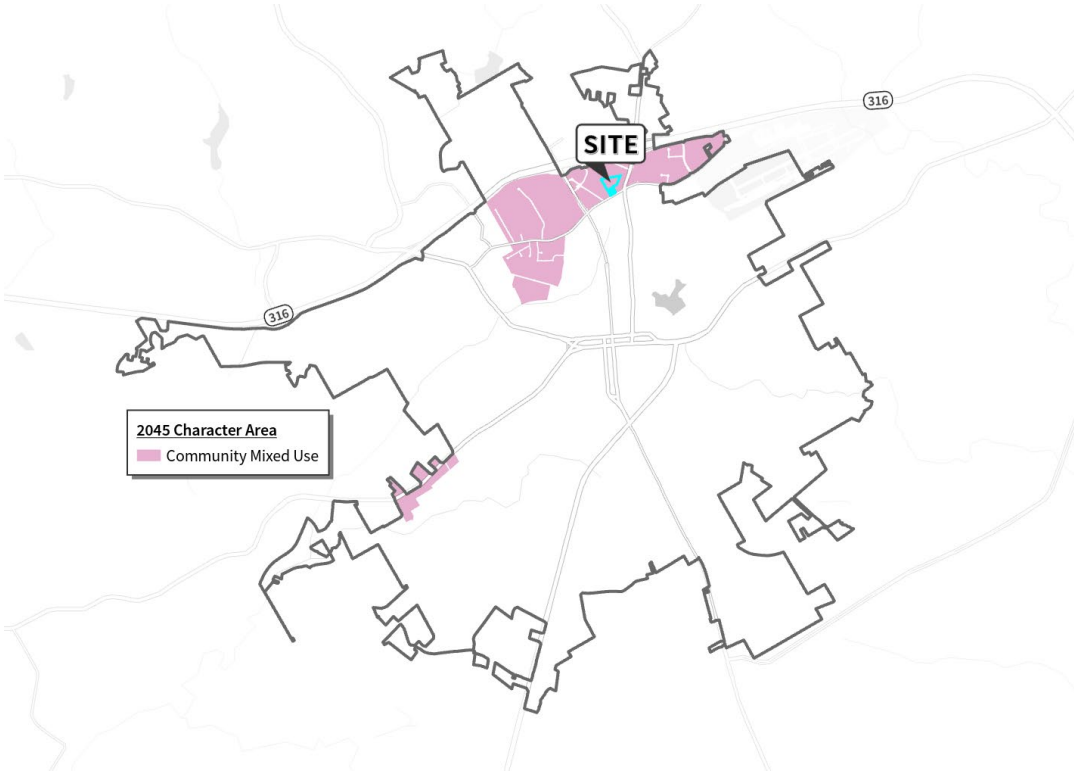



The area surrounding the subject property is characterized primarily by commercial and office uses along the major roadways (Buford Drive, Hurricane Shoals Road, and Collins Hill Road). Properties directly west of the subject property are zoned BG (General Business District) and contain mini-storage warehouse facilities. Properties to the east along Buford Drive and Hurricane Shoals Road are similarly zoned BG and include a variety of commercial and service-oriented uses, including a fast-food restaurant, convenience store with fuel pumps, automobile service garage, and office/warehouse buildings.

Further from the subject property, mixed-use developments zoned CMU (Community Mixed-Use District) are located to the east along Collins Hill Road, to the west along Buford Drive, and to the south along Lyle Circle. While the immediate area is predominantly commercial in nature (including a proposed Wholesale Membership Club, located directly to the north), there is precedence for similarly-scaled residential developments in the larger area.

RZM2026-00007_RPRT_09112026

**FUTURE LAND USE PLAN MAP**




**2045 COMPREHENSIVE PLAN**

The 2045 Comprehensive Plan and Future Development Map indicate that the property lies within the Community Mixed-Use character area, described as follows:

> *The Community Mixed-Use character area capitalizes on Lawrenceville's economic strengths and diverse population by fostering vibrant and walkable neighborhoods. This integration of residential, commercial, and recreational spaces caters to the needs and preferences of a dynamic and growing community.*

The proposal is generally aligned with the vision established by the Community Mixed-Use character area. Inter-parcel accessibility and walkability should be emphasized with this and other proposed developments to ensure that the larger area can achieve a goal of fostering vibrant and walkable neighborhoods.

RZM2026-00007_RPRT_09112026

**STAFF RECOMMENDATION**

The applicant requests rezoning approximately 7.90 acres at 2555 University Parkway and 104 Hurricane Shoals Road from split LM and BG to RM-24 for the development of 106 stacked multifamily townhouse units. The property is located within the Community Mixed-Use character area, and the proposed residential use is generally aligned with the intent of the character area to integrate residential, commercial, and recreational uses and foster vibrant, walkable neighborhoods.

Based on the information provided, Staff recommends **APPROVAL WITH CONDITIONS** of RZM2026-00007, subject to appropriate conditions and resolution of the minimum lot-area requirement**.** The proposed residential development is generally compatible with the surrounding area and the broader Community Mixed-Use development pattern. However, the RM-24 district requires a minimum lot area of ten acres, while the subject property contains approximately 7.90 acres. As this requirement cannot be reduced through a variance, further discussion will be necessary to determine the appropriate mechanism for addressing the minimum lot-area requirement.

RZM2026-00007_RPRT_09112026

**CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**

**ENGINEERING DEPARTMENT**

No comment

**PUBLIC WORKS**

No comment

**ELECTRIC DEPARTMENT**

Georgia Power will serve this development.

**GAS DEPARTMENT**

Lawrenceville Gas will service this development.

**DAMAGE PREVENTION DEPARTMENT**

No comment

**CODE ENFORCEMENT**

No comment

**STREET AND SANITATION DEPARTMENT**

No comment

RZM2026-00007_RPRT_09112026

**STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:**

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

   *The proposed multifamily residential use is suitable given the surrounding mix of commercial, office, and residential development, as well as the presence of similarly scaled residential developments within the broader area.*

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

   *The proposed development is not anticipated to adversely affect adjacent or nearby properties. Appropriate site design, buffering, and conditions can mitigate potential impacts associated with the proposed residential density.*

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

   *The property has reasonable economic use under its existing LM and BG zoning; however, the proposed rezoning would allow a residential use that is generally consistent with the Community Mixed-Use character area and the evolving development pattern of the surrounding area.*

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

   *The proposed development will generate additional demand on existing streets, utilities, stormwater infrastructure, and schools. However, these impacts are not anticipated to be excessive or burdensome and may be addressed through applicable development requirements and conditions.*

5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;

   *The proposal is generally aligned with the Community Mixed-Use character area's intent to integrate residential, commercial, and recreational uses and foster vibrant and walkable neighborhoods. Inter-parcel accessibility and pedestrian connectivity should be emphasized as the surrounding area develops.*

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

   *The surrounding area is experiencing continued commercial and mixed-use development, including the concurrent proposed Wholesale Membership Club to the north, while similarly scaled residential development has been approved elsewhere in the broader area. These changing conditions provide supporting grounds for the proposed residential development.*

RZM2026-00007_RPRT_09112026

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE
GEORGIA

## REZONING APPLICATION

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION* |
|---|---|
| NAME: Parkland Homebuilders, LLC | NAME: Joseph Malouf |
| ADDRESS: 925 North Point Pkwy, Ste320 | ADDRESS: 104 Hurricane Shoals Rd NE |
| CITY: Alpharetta | CITY: Lawrenceville |
| STATE: GA ZIP: 30005 | STATE: GA ZIP: 30046 |

CONTACT PERSON: Kevin Cardinal PHONE: (404)933-9602

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

PRESENT ZONING DISTRICT(S): BG REQUESTED ZONING DISTRICT: CMU

PARCEL NUMBER(S): R7011 120 ACREAGE: .6 Acres

ADDRESS OF PROPERTY: 104 Hurricane Shoals Rd NE. Lawrenceville GA 30046

SIGNATURE OF APPLICANT 12.30.2025 DATE

SIGNATURE OF OWNER 12/29/2025 DATE

Parkland Homebuilders, LLC
TYPED OR PRINTED NAME

Joseph Malouf
TYPED OR PRINTED NAME

NOTARY PUBLIC 12/30/25 DATE

NOTARY PUBLIC 12/29/25 DATE

TONKA MAYNOR NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 02/27/2027

TONKA MAYNOR NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES 02/27/2027

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE
GEORGIA

## 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 to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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 of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE
GEORGIA

## REZONING APPLICATION

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION* |
|---|---|
| NAME: Parkland Homebuilders, LLC | NAME: Downtown Development Authority of the City of Lawrenceville |
| ADDRESS: 925 North Point Pkwy, Ste320 | ADDRESS: 70 S. Clayton Street |
| CITY: Alpharetta | CITY: Lawrenceville |
| STATE: GA ZIP: 30005 | STATE: GA ZIP: 30046 |

CONTACT PERSON: Kevin Cardinal PHONE: (404)933-9602

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

PRESENT ZONING DISTRICT(S): LM REQUESTED ZONING DISTRICT: CMU

PARCEL NUMBER(S): R7011 002A ACREAGE: 5.5 Acres

ADDRESS OF PROPERTY: 2555 University Pkwy Lawrenceville, GA 30043

James D. Ghobi 12.30.2025
SIGNATURE OF APPLICANT DATE

Lee Mentz 12-29-2025
SIGNATURE OF OWNER DATE

Parkland Homebuilders, LLC
TYPED OR PRINTED NAME

Downtown Development Authority of the City of Lawrenceville
TYPED OR PRINTED NAME

12/30/25
NOTARY PUBLIC DATE

12/29/25
NOTARY PUBLIC DATE

NOTARY PUBLIC GEORGIA DEKALB COUNTY MY COMMISSION TONIKA MAYNOR EXPIRES 02/27/2027

NOTARY PUBLIC GEORGIA DEKALB COUNTY MY COMMISSION TONIKA MAYNOR EXPIRES 02/27/2027

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE
GEORGIA

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 to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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 of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE
GEORGIA

## REZONING APPLICATION

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION* |
|---|---|
| NAME: Parkland Homebuilders, LLC | NAME: CE Smith Family LLLP |
| ADDRESS: 925 North Point Pkwy, Ste320 | ADDRESS: 963 Buford Dr. |
| CITY: Alpharetta | CITY: Lawrenceville |
| STATE: GA ZIP: 30005 | STATE: GA ZIP: 30043 |

CONTACT PERSON: Kevin Cardinal PHONE: (404)933-9602

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

PRESENT ZONING DISTRICT(S): BG REQUESTED ZONING DISTRICT: CMU

PARCEL NUMBER(S): R7011 128 ACREAGE: .57 Acres

ADDRESS OF PROPERTY: Hurricane Shoals Rd, Lawrenceville GA 30046

SIGNATURE OF APPLICANT DATE 7.15.2026

SIGNATURE OF OWNER DATE

Parkland Homebuilders, LLC
TYPED OR PRINTED NAME

CE Smith Family LLLP
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

NOTARY PUBLIC DATE 7/29/25

SUSAN PETERS NOTARY PUBLIC BARROW COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 12, 2029

SUSAN PETERS NOTARY PUBLIC BARROW COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 12, 2029

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE
GEORGIA

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 to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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 of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

770.2 30
www. m
4525 South Lee Street, Buford, Georgia 30518

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

Applicant's Letter of Intent
Lawrenceville, Georgia
Rezoning Request
BG/LM to CMU (RM-24)

Parkland Communities, Inc. (the "Applicant") respectfully submits this Letter of Intent requesting the rezoning of approximately 7.854 acres located on Hurricane Shoals Road from BG (General Business) and LM (Light Manufacturing) to CMU (Community Mixed Use)/RM-24 (Residential Multi-Family District). The purpose of the request is to construct a thoughtfully designed stacked townhouse community, consistent with the City's vision for a mixed-use and walkable community along the Hurricane Shoals and Buford Drive Corridors.

The subject property is at a highly accessible location with frontage along Hurricane Shoals Road and immediate proximity to Buford Drive and Georgia Highway 316. The site is surrounded primarily by commercial development, including retail businesses, and service establishments, while also being located near Rhodes Jordan Park, Downtown Lawrenceville, grocery stores, restaurants, and employment opportunities. The property currently contains a used automobile sales and service business that no longer represents the highest and best use of this site. The proposed redevelopment will transform the property into a high-quality residential community that better reflects the City’s vision, as well as the pattern of development in the area.

The Applicant proposes to develop the property with 106 stacked townhome dwelling units at an overall density of approximately 13.5 dwelling units per acre. Each building is designed to resemble a traditional townhouse building while containing two separate dwelling units. One dwelling will feature two bedrooms, while the second dwelling will include three bedrooms. Both units will contain two-and-one-half bathrooms and a minimum heated floor area of approximately 1,600 square feet. Buildings will be limited to a maximum height of three stories and will utilize high-quality exterior materials consisting of a mixture of brick, stone, and fiber cement siding. These architectural materials and varied building elevations are consistent with the quality and character of surrounding residential development and will provide an attractive streetscape throughout the community. Overall, the layout has been designed to create an engaging pedestrian-oriented environment. Every dwelling features its own private front entrance oriented toward open space rather than vehicular areas. One unit within each building includes a spacious private front patio, while the neighboring unit features a balcony cantilevered over its driveway. All garages are located to the rear of the buildings and are accessed from twenty-foot-wide private alleys to maintain an attractive residential appearance. Each unit includes a one-car garage together with driveway parking, while additional guest parking is distributed throughout the development, including fourteen on-street parking spaces along the internal roadway and eleven additional spaces adjacent to the amenity area. In total, the development provides parking that exceeds the minimum parking requirements.

The overall site design emphasizes connectivity, open space, and walkability. Approximately 29.2 percent of the property is dedicated to common open space, significantly exceeding the minimum requirement established by the City's zoning ordinance. A centrally located amenity area near the entrance to the community will include a clubhouse, swimming pool, playground, mail kiosk, and associated gathering spaces that serve as the focal point of the neighborhood. Additional pocket parks and landscaped greenspaces are provided throughout the development and are interconnected by sidewalks adjacent to the internal streets and in front of each residential building. This extensive network of open space creates opportunities for neighborhood interaction while encouraging residents to comfortably walk throughout the community. Vehicular and pedestrian connectivity have been carefully incorporated into the site design. Primary access to the development will be provided directly from Hurricane Shoals Road. In addition, the development includes an inter-parcel connection to the existing driveway serving the adjacent commercial properties between RaceTrac and the fast-food restaurant along Buford Drive, improving circulation and reducing unnecessary trips onto surrounding roadways. A trail connection is also provided to accommodate future commercial and retail development, further supporting the City's long-term vision for interconnected mixed-use development. As the Buford Drive and Hurricane Shoals corridors c

to evolve, these connections will allow residents to more conveniently access nearby shopping, restaurants, services, a employment opportunities without having to drive.

The proposed development is consistent with the City of Lawrenceville Comprehensive Plan, as the property lies within the Community Mixed-Use Character Area. This character area encourages interconnected neighborhoods, a pedestrian-friendly environment, and a diversity of housing opportunities that support nearby commercial development. The proposed stacked townhome community advances these objectives by introducing a unique housing option that acts as a transition between the surrounding commercial uses and nearby residential neighborhoods. With apartments located across Buford Drive and numerous existing and future commercial uses surrounding the site, the proposed development provides an appropriate residential use that increases housing diversity while promoting walkability and supporting existing businesses. The quality of the architecture, generous open space, and pedestrian connectivity all reflect the goals established in the Comprehensive Plan and the character area.

Unlike conventional multifamily developments, the proposed stacked townhomes provide individual front entrances, high-quality architectural design, abundant open space, and rear-loaded vehicular access that creates a residential character more closely resembling traditional townhomes than apartments. Because the subject property is bordered predominantly by commercial development, the proposed residential community represents a compatible infill development that will serve as an effective transition between commercial uses and will enhance the overall appearance of the neighborhood.

In conjunction with the rezoning request, the Applicant requests the variances identified on the submitted zoning exhibit. These requested modifications are intended to accommodate the unique stacked townhome product while maintaining the high-quality architectural design, pedestrian orientation, and open space that distinguish this development from conventional multifamily projects. Collectively, the requested variances allow the project to better achieve the City's planning objectives by emphasizing walkability, quality architecture, enhanced streetscapes, and an interconnected development pattern.

Based upon the above reasons, the Applicant respectfully requests approval of this rezoning application. The Applicant further asserts that denial of this request would unreasonably restrict the use of the property and could constitute a taking 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, as well as the Constitution of the State of Georgia.

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LEGAL DESCRIPTION – COMBINED TRACT

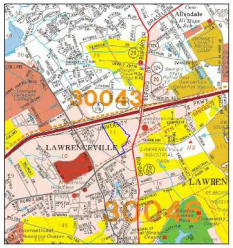
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11 OF THE 7TH DISTRICT AND LAND LOT 176 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR 501.75' SOUTHWESTERLY ALONG THE NORTHERN RIGHT-OF-WAY OF HURRICANE SHOALS ROAD (100' R/W) FROM A CONCRETE RIGHT-OF-WAY MONUMENT AT THE INTERSECTION FORMED BETWEEN THE NORTHERN RIGHT-OF-WAY OF HURRICANE SHOALS ROAD AND BUFORD DRIVE (AKA GEORGIA HIGHWAY 20); THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF HURRICANE SHOALS DRIVE SOUTH 61 DEGREES 07 MINUTES 35 SECONDS WEST A DISTANCE OF 100.06' TO A 1/2" REBAR; THENCE SOUTH 60 DEGREES 35 MINUTES 30 SECONDS WEST A DISTANCE OF 108.85' TO AN IRON PIN; THENCE SOUTH 60 DEGREES 38 MINUTES 28 SECONDS WEST A DISTANCE OF 60.11' TO A 1/2" REBAR; THENCE NORTH 26 DEGREES 32 MINUTES 46 SECONDS WEST A DISTANCE OF 269.10' TO AN IRON PIN; THENCE NORTH 32 DEGREES 07 MINUTES 46 SECONDS WEST A DISTANCE OF 519.81' TO AN IRON PIN; THENCE SOUTH 75 DEGREES 10 MINUTES 08 SECONDS WEST A DISTANCE OF 11.89' TO AN IRON PIN; THENCE NORTH 29 DEGREES 03 MINUTES 20 SECONDS WEST A DISTANCE OF 26.69' TO A POINT; THENCE NORTH 80 DEGREES 21 MINUTES 37 SECONDS EAST A DISTANCE OF 893.28' TO A POINT; THENCE SOUTH 14 DEGREES 37 MINUTES 48 SECONDS EAST A DISTANCE OF 14.50' TO A 1/2" REBAR; THENCE SOUTH 80 DEGREES 19 MINUTES 56 SECONDS WEST A DISTANCE OF 49.07' TO A 1/2" REBAR; THENCE SOUTH 20 DEGREES 25 MINUTES 30 SECONDS WEST A DISTANCE 216.76' TO A 1/2" REBAR; THENCE SOUTH 20 DEGREES 21 MINUTES 31 SECONDS WEST A DISTANCE OF 167.56' TO A 1/2" REBAR; THENCE SOUTH 61 DEGREES 41 MINUTES 11 SECONDS WEST A DISTANCE OF 199.94' TO A 1/2" REBAR WITH CAP; THENCE SOUTH 27 DEGREES 43 MINUTES 47 SECONDS EAST A DISTANCE OF 25.19' TO A NAIL; THENCE SOUTH 28 DEGREES 16 MINUTES 25 SECONDS EAST A DISTANCE OF 249.72' TO AN IRON PIN AND ALSO THE POINT OF BEGINNING.;

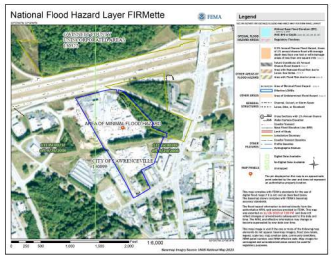
SAID TRACT OF LAND BEING MORE ACCURATELY DEPICTED ON ALTA/NSPS LAND TITLE SURVEY FOR: PARKLAND COMMUNITIES; PREPARED BY: KEYSTONE LAND SURVEYING, INC.; DATED: 01-14-2026; CONTAINING 343,940 SQ.FT. (7.896 ACRES). THE ABOVE-DESCRIBED PROPERTY IS ONE AND THE SAME AS THE APPLICABLE PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 25-0186.

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

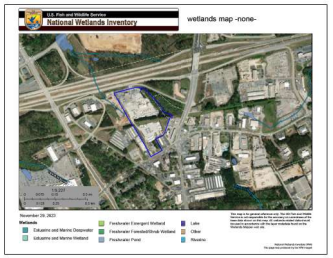
# ALTA/NSPS LAND TITLE SURVEY
# OF
# 2555 UNIVERSITY PARKWAY, 104 HURRICANE SHOALS ROAD & 0 HURRICANE SHOALS ROAD
# FOR
# PARKLAND COMMUNITIES




LOCATION MAP NOT TO SCALE – SOURCE AERO ATLAS OF GEORGIA

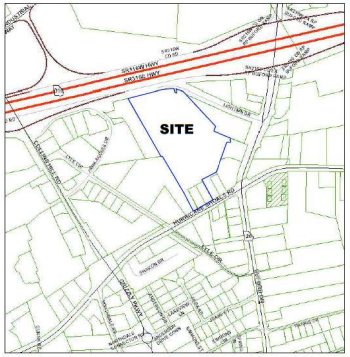



THIS PROPERTY IS LOCATED IN A ZONE X (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON F.I.R.M. MAP OF GWINNETT COUNTY GEORGIA, MAP PANEL NUMBERS 13135C0079 AND 13135C0074F EFFECTIVE DATE:9/29/2006




THIS PROPERTY DOES NOT CONTAIN WETLANDS PER THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY MAP PRINTED ON 01-12-2026

**GWINNETT COUNTY PARCELS 7011 002A, 7011 120 & 7011 128**




THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLAT, 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, OR 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 FOR 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

| | | | | |
|---|---|---|---|---|
| N/A | GRAPHIC SCALE – IN FEET | | | CLIENT: PARKLAND COMMUNITIES HEIN CLARK, PE |
| DESIGNED BY: P. BARCUS | SHEET NUMBER: 1 OF 3 | FILE NAME: LIGHTNIN_LV PARKLAND ALTA V12 | | DATE: 03.10.2026 |

Copyright 2026 | These drawings and their reproductions are the property of the surveyor and may not be reproduced, published, or used in any way without the written permission of the surveyor.

ALTA / NSPS LAND TITLE SURVEY FOR:

PARKLAND HOMEBUILDERS, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
PIEDMONT LAW GROUP OF GARCIA & BENKERT LLC

GWINNETT COUNTY
7TH DISTRICT - LL11 5TH DISTRICT - LL176

| REVISIONS | | |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

KEYSTONE LAND SURVEYING, INC.
252 WEST CROGAN STREET
LAWRENCEVILLE, GEORGIA 30046
770.345.8700
www.keystonelandsurveying.com

THE TERM "CERTIFY" SHALL MEAN A STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. (O.C.G.A 15-6-67(b.2) AND (3))

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

C:\Users\David Warne\ALTA Projects\NSPS\Residential\Lightnin Dr (City Of Lawrenceville)\ALTA NSPS – PARKLAND Lightnin Dr Parkland ALTA V15.dwg

12/4/2025 10:39:09 AM

GENERAL NOTES:
1: THIS PLAT IS SUBJECT TO ANY RESTRICTIONS, EASEMENTS, COVENANTS OR RESTRICTIONS THAT MAY EXIST EITHER WRITTEN OR UNWRITTEN.

2: UNDERGROUND UTILITIES NOT SHOWN HEREON MAY EXIST. THE SURVEYOR DOES NOT TAKE RESPONSIBILITY FOR ABSENCE OR PRESENCE OF ANY SUCH UTILITIES.

3: NO GEODETIC MONUMENTS WERE FOUND WITHIN 500 FEET OF THIS SITE.

4: THIS PLAT HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITIES NAMED HEREON.

5: THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN THE SUBJECT PROPERTY AND HURRICANE SHOALS ROAD;

6: THE PROPERTY HAS INDIRECT ACCESS TO GEORGIA HIGHWAY NO. 20 (AKA BUFORD DRIVE) (R/W VARIES) VIA THE 40' ACCESS EASEMENT (DB 51908, PG 88–99) (EXCEPTION #37) AND THE ACCESS EASEMENT (DB 50541, PG 585–601) (EXCEPTION #36)

7: THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN THE BOUNDARY OF THE SUBJECT PROPERTY (TRACT 1) AND THE ACCESS EASEMENT

| Line # | Length | Direction |
|---|---|---|
| L1 | 27.51 | S67°02'11"E |
| L2 | 14.40 | N23°12'01"E |
| L3 | 27.60 | N67°44'57"W |
| L4 | 36.87 | N79°40'44"W |
| L5 | 52.80 | N35°14'10"W |
| L6 | 66.72 | N35°14'10"W |
| L7 | 77.48 | S51°23'25"E |
| L8 | 51.82 | S66°45'21"E |
| L9 | 47.25 | S13°54'32"E |
| L10 | 24.34 | S79°06'14"E |
| L11 | 51.04 | N13°51'42"W |

| Line # | Length | Direction |
|---|---|---|
| L12 | 95.42 | S68°10'02"E |
| L13 | 44.42 | S42°40'22"E |
| L14 | 34.58 | S42°40'49"E |
| L15 | 65.07 | S18°47'32"W |
| L16 | 22.00 | S21°59'36"W |
| L17 | 25.40 | S14°37'48"E |
| L18 | 49.07 | S80°19'56"W |
| L19 | 25.19 | S27°43'47"E |
| L20 | 60.11 | S60°38'28"W |
| L21 | 11.89 | S75°10'08"W |
| L22 | 11.24 | N69°27'36"W |

| Curve # | Length | Radius | Direction | Chord Length |
|---|---|---|---|---|
| C1 | 122.16 | 532.00 | N30°00'55"E | 121.89 |
| C2 | 6.08 | 560.00 | N22°39'09"E | 6.08 |
| C3 | 161.68 | 232.00 | N02°42'47"E | 158.43 |
| C4 | 95.78 | 232.00 | N29°03'44"W | 95.10 |
| C5 | 42.86 | 232.00 | N47°54'28"W | 42.80 |
| C6 | 130.52 | 388.41 | N86°32'39"E | 129.91 |
| C7 | 243.71 | 1850.86 | S84°02'49"W | 243.54 |
| C8 | 58.00 | 1968.86 | N85°53'33"E | 58.00 |

GA WEST ZONE GRID NORTH

CITY OF LAWRENCEVILLE
ZONING: BG
MINIMUM FRONT SETBACK – 50'
MINIMUM SIDE SETBACK – 10'
MINIMUM REAR – 10'
ZONING: LM
MINIMUM FRONT SETBACK – 50'
MINIMUM SIDE SETBACK – 0'
MINIMUM REAR – 0'

FIELD DATA:

DATE OF FIELD SURVEY 12–02–25.

THE CALCULATED POSITIONAL TOLERANCE BASED ON REDUNDANT LINEAR MEASUREMENTS OF OBSERVED POSITIONS WAS FOUND TO BE 0.01 FEET.

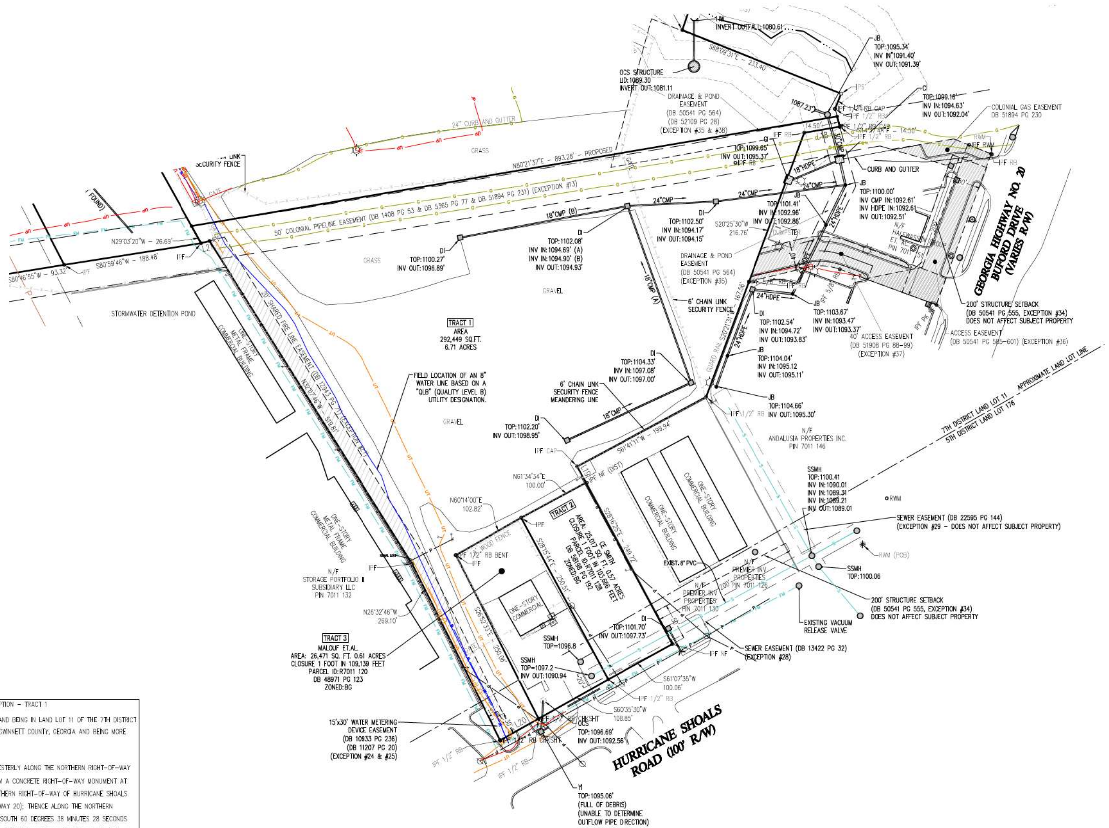
EQUIPMENT:
ELECTRONIC TOTAL STATION AND RTK GPS
GPS RECEIVER: TRIMBLE R12i,
SN: 6340F00404 ROVER
6340F00685 BASE
NETWORK: TRIMBLE VRS NOW RTK GNSS

SURVEY REVISIONS:
(i) THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN THE SUBJECT PROPERTY AND HURRICANE SHOALS ROAD;
(ii) THE PROPERTY HAS DIRECT ACCESS TO HURRICANE SHOALS ROAD (100' R/W);
(iii) LABELED THE CITY OF LAWRENCEVILLE TRACT AS "TRACT 1", THE CE SMITH TRACT AS "TRACT 2" AND THE MALOUF TRACT AS "TRACT 3",
(iv) ADDED THE AS-SURVEYED LEGAL DESCRIPTIONS FOR EACH TRACT, ALONG WITH THE FOLLOWING NOTE TO THE END OF EACH OF THE TRACT 2 AND TRACT 3 LEGAL: "THE ABOVE-DESCRIBED PROPERTY IS ONE AND THE SAME AS THE APPLICABLE PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 25–0186.",
(v) REPLACED "PARKLAND COMMUNITIES" WITH "PARKLAND HOMEBUILDERS, LLC" AND ADDED FIRST AMERICAN TITLE INSURANCE COMPANY AND PIEDMONT LAW GROUP OF GARCIA & BENKERT LLC TO THE TITLE BLOCK AND AS CERTIFIED PARTIES,
(vi) REMOVED OUR CONTAINMENT LETTER LANGUAGE UNDER EXCEPTION 26, AND (VII) REVISED THE EXCEPTION NUMBERING FOR EACH PLOTTED EXCEPTION ON THE SURVEY TO MATCH THE EXCEPTION NUMBERING ON THE TITLE COMMITMENT / TITLE EXCEPTION BLOCK.

REFERENCE: PB 74 PG 6
DB 10487 PG 106
DB 58925 PG 533–534
DB 58146 PG 276–288
DB 58146 PG 224–230
DB 60979 PG 23–29
DB 61440 PG 874–880

FLOOD HAZARD NOTE: THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY FIRM MAP OF GWINNETT COUNTY, GEORGIA 13135C0073F & 13135C0074F EFFECTIVE DATE SEPTEMBER 29, 2006

HORIZONTAL & VERTICLE DATUM:
HORIZONTAL: NORTH AMERICAN DATUM OF 1983 (2011) GEORGIA STATE PLANE, WEST ZONE.
VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988. ORTHOMETRIC HEIGHTS WERE COMPUTED USING GEOID 18.
UNIT OF MEASURMENT IS U.S. SURVEY FOOT.
DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.
THE DATUM FOR THIS SURVEY IS FROM TRIMBLE VRSNOW NETWORK






| LEGEND | | |
|---|---|---|
| | BSL | BUILDING SETBACK LINE |
| | DE | DRAINAGE EASEMENT (STORM) |
| | SSE | SANITARY SEWER EASEMENT |
| | EOP | EDGE OF PAVEMENT (CURB) |
| | R/W | RIGHT OF WAY |
| | S/W | SIDEWALK |
| | POB | POINT OF BEGINNING |
| | POC | POINT OF COMMENCEMENT |
| | FFE | FINISHED FLOOR ELEVATION |
| | PAD | PAD ELEVATION |
| | GFE | GARAGE FLOOR ELEVATION |
| | WL | GARAGE WEATHER LIP ELEV. |
| | MFFE | MIN. FINISHED FLOOR ELEVATION |
| | | POWER POLE |
| | | ½" IRON REBAR SET |
| | | IRON PIN FOUND |
| | | BOLLARD |
| | | OVERHEAD POWER |
| | | FIRE HYDRANT |
| | | WATER METER |
| | | WATER VALVE |
| | | GAS VALVE |
| | | GAS METER |
| | | LIGHT POLE |
| | | CONCRETE PAD |
| | | TELEPHONE MARKER |
| | | AIR CONDITIONER UNIT |
| | | MAIL BOX |
| | | CLEAN OUT |
| | | SANITARY SEWER MANHOLE |
| | | LEFT WING CATCH BASIN |
| | | RIGHT WING CATCH BASIN |
| | | DOUBLE WING CATCH BASIN |
| | | DROP INLET |
| | | HEADWALL |

| UTILITY LEGEND | |
|---|---|
| P | OVERHEAD POWER UTILITY |
| UP | UNDERGROUND POWER UTILITY |
| G | UNDERGROUND GAS UTILITY |
| UT | UNDERGROUND TELEPHONE UTILITY |
| W | UNDERGROUND WATER LINE |
| FM | SANITARY SEWER FORCE MAIN |

**LEGAL DESCRIPTION – COMBINED TRACT**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11 OF THE 7TH DISTRICT AND LAND LOT 176 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR 501.75' SOUTHWESTERLY ALONG THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS ROAD (100' R/W) FROM A CONCRETE RIGHT–OF–WAY MONUMENT AT THE INTERSECTION FORMED BETWEEN THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS ROAD AND BUFORD DRIVE (AKA GEORGIA HIGHWAY 20); THENCE ALONG THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS DRIVE SOUTH 61 DEGREES 07 MINUTES 35 SECONDS WEST A DISTANCE OF 100.06' TO A 1/2" REBAR; THENCE SOUTH 60 DEGREES 35 MINUTES 30 SECONDS WEST A DISTANCE OF 108.85' TO AN IRON PIN; THENCE SOUTH 60 DEGREES 38 MINUTES 28 SECONDS WEST A DISTANCE OF 60.11' TO A 1/2" REBAR; THENCE NORTH 26 DEGREES 32 MINUTES 46 SECONDS WEST A DISTANCE OF 269.10' TO AN IRON PIN; THENCE NORTH 32 DEGREES 07 MINUTES 46 SECONDS WEST A DISTANCE OF 519.81' TO AN IRON PIN; THENCE SOUTH 75 DEGREES 10 MINUTES 08 SECONDS WEST A DISTANCE OF 11.89' TO AN IRON PIN; THENCE NORTH 29 DEGREES 03 MINUTES 20 SECONDS WEST A DISTANCE OF 26.69' TO A POINT; THENCE NORTH 80 DEGREES 21 MINUTES 37 SECONDS EAST A DISTANCE OF 893.28' TO A POINT; THENCE SOUTH 14 DEGREES 37 MINUTES 48 SECONDS EAST A DISTANCE OF 14.50' TO A 1/2" REBAR; THENCE SOUTH 80 DEGREES 19 MINUTES 56 SECONDS WEST A DISTANCE OF 49.07' TO A 1/2" REBAR; THENCE SOUTH 20 DEGREES 25 MINUTES 30 SECONDS WEST A DISTANCE 216.76' TO A 1/2" REBAR; THENCE SOUTH 20 DEGREES 21 MINUTES 31 SECONDS WEST A DISTANCE OF 167.56' TO A 1/2" REBAR; THENCE SOUTH 61 DEGREES 41 MINUTES 11 SECONDS WEST A DISTANCE OF 199.94' TO A 1/2" REBAR WITH CAP; THENCE SOUTH 27 DEGREES 43 MINUTES 47 SECONDS EAST A DISTANCE OF 25.19' TO A NAIL; THENCE SOUTH 28 DEGREES 16 MINUTES 25 SECONDS EAST A DISTANCE OF 249.72' TO A IRON PIN AND ALSO THE POINT OF BEGINNING.;

SAID TRACT OF LAND BEING MORE ACCURATELY DEPICTED ON ALTA/NSPS LAND TITLE SURVEY FOR: PARKLAND COMMUNITIES; PREPARED BY: KEYSTONE LAND SURVEYING, INC.; DATED: 01–14–2026; CONTAINING 343,940 SQ.FT. (7.896 ACRES). THE ABOVE-DESCRIBED PROPERTY IS ONE AND THE SAME AS THE APPLICABLE PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 25–0186

**LEGAL DESCRIPTION – TRACT 1**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11 OF THE 7TH DISTRICT AND LAND LOT 176 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR 501.75' SOUTHWESTERLY ALONG THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS ROAD (100' R/W) FROM A CONCRETE RIGHT–OF–WAY MONUMENT AT THE INTERSECTION FORMED BETWEEN THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS ROAD AND BUFORD DRIVE (AKA GEORGIA HIGHWAY 20); THENCE ALONG THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS DRIVE SOUTH 60 DEGREES 38 MINUTES 28 SECONDS WEST A DISTANCE OF 60.11' TO A 1/2" REBAR; THENCE NORTH 26 DEGREES 32 MINUTES 46 SECONDS WEST A DISTANCE OF 269.10' TO AN IRON PIN; THENCE NORTH 32 DEGREES 07 MINUTES 46 SECONDS WEST A DISTANCE OF 519.81' TO AN IRON PIN; THENCE SOUTH 75 DEGREES 10 MINUTES 08 SECONDS WEST A DISTANCE OF 11.89' TO AN IRON PIN; THENCE NORTH 29 DEGREES 03 MINUTES 20 SECONDS WEST A DISTANCE OF 26.69' TO A POINT; THENCE NORTH 80 DEGREES 21 MINUTES 37 SECONDS EAST A DISTANCE OF 893.28' TO A POINT; THENCE SOUTH 14 DEGREES 37 MINUTES 48 SECONDS EAST A DISTANCE OF 14.50' TO A 1/2" REBAR; THENCE SOUTH 80 DEGREES 19 MINUTES 56 SECONDS WEST A DISTANCE OF 49.07' TO A 1/2" REBAR; THENCE WOUTH 20 DEGREES 25 MINUTES 30 SECONDS WEST A DISTANCE 216.76' TO A 1/2" REBAR; THENCE SOUTH 20 DEGREES 21 MINUTES 31 SECONDS WEST A DISTANCE OF 167.56' TO A 1/2" REBAR; THENCE SOUTH 61 DEGREES 41 MINUTES 11 SECONDS WEST A DISTANCE OF 199.94' TO A 1/2" REBAR WITH CAP; THENCE SOUTH 27 DEGREES 43 MINUTES 47 SECONDS EAST A DISTANCE OF 25.19' TO A NAIL; THENCE SOUTH 61 DEGREES 34 MINUTES 34 SECONDS WEST A DISTANCE OF 100.00' TO A IRON PIN; THENCE SOUTH 60 DEGREES 14 MINUTES 00 SECONDS WEST A DISTANCE OF 102.82' TO AN IRON PIN; THENCE SOUTH 26 DEGREES 52 MINUTES 33 SECONDS EAST A DISTANCE OF 250.06' TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING MORE ACCURATELY DEPICTED ON ALTA/NSPS LAND TITLE SURVEY FOR: PARKLAND COMMUNITIES; PREPARED BY: KEYSTONE LAND SURVEYING, INC.; DATED: 01–14–2026; CONTAINING 292,452 SQ.FT. (6.71 ACRES). THE ABOVE-DESCRIBED PROPERTY IS ONE AND THE SAME AS THE APPLICABLE PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 25–0186

**LEGAL DESCRIPTION – TRACT 2**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11 OF THE 7TH DISTRICT AND LAND LOT 176 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR 292.9' SOUTHWESTERLY ALONG THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS ROAD (100' R/W) FROM A CONCRETE RIGHT–OF–WAY MONUMENT AT THE INTERSECTION FORMED BETWEEN THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS ROAD AND BUFORD DRIVE (AKA GEORGIA HIGHWAY 20); THENCE ALONG THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS DRIVE SOUTH 61 DEGREES 07 MINUTES 35 SECONDS WEST A DISTANCE OF 100.06' TO A 1/2" REBAR; THENCE NORTH 28 DEGREES 15 MINUTES 44 SECONDS WEST A DISTANCE OF 250.51' TO AN IRON PIN; THENCE NORTH 61 DEGREES 34 MINUTES 34 SECONDS EAST A DISTANCE OF 100.00' TO AN NAIL; THENCE SOUTH 28 DEGREES 16 MINUTES 25 SECONDS EAST A DISTANCE OF 249.72' TO AN IRON PIN AND ALSO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING MORE ACCURATELY DEPICTED ON ALTA/NSPS LAND TITLE SURVEY FOR: PARKLAND COMMUNITIES; PREPARED BY: KEYSTONE LAND SURVEYING, INC.; DATED: 01–14–2026; CONTAINING 25,017 SQ.FT. (0.57 ACRES). THE ABOVE-DESCRIBED PROPERTY IS ONE AND THE SAME AS THE APPLICABLE PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 25–0186

**LEGAL DESCRIPTION – TRACT 3**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11 OF THE 7TH DISTRICT AND LAND LOT 176 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR 392.9' SOUTHWESTERLY ALONG THE NORTHERN RIGHTS–OF–WAY OF HURRICANE SHOALS ROAD (100' R/W) FROM A CONCRETE RIGHT–OF–WAY MONUMENT AT THE INTERSECTION FORMED BETWEEN THE NORTHERN RIGHTS–OF–WAY OF HURRICANE SHOALS ROAD AND BUFORD DRIVE (AKA GEORGIA HIGHWAY 20); THENCE ALONG THE NORTHERN RIGHT–OF–WAY OF HURRICANE SHOALS DRIVE SOUTH 60 DEGREES 35 MINUTES 30 SECONDS WEST A DISTANCE OF 108.85' TO A 1/2" REBAR; THENCE NORTH 26 DEGREES 52 MINUTES 33 SECONDS WEST A DISTANCE OF 250.06' TO AN IRON PIN; THENCE NORTH 60 DEGREES 14 MINUTES 00 SECONDS EAST A DISTANCE OF 102.82' TO A 1/2" REBAR; THENCE SOUTH 28 DEGREES 15 MINUTES 44 SECONDS EAST A DISTANCE OF 250.51' TO AN IRON PIN AND ALSO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING MORE ACCURATELY DEPICTED ON ALTA/NSPS LAND TITLE SURVEY FOR: PARKLAND COMMUNITIES; PREPARED BY: KEYSTONE LAND SURVEYING, INC.; DATED: 01–14–2026; CONTAINING 26,471 SQ.FT. (0.61 ACRES). THE ABOVE-DESCRIBED PROPERTY IS ONE AND THE SAME AS THE APPLICABLE PROPERTY DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 25–0186

SCALE: 1" = 80'
GRAPHIC SCALE – IN FEET
40' 0' 80' 160' 240'

CLIENT: PARKLAND HOMEBUILDERS, LLC
KEVIN CLARK, PE

| DESIGNED BY: | SHEET NUMBER: | FILE NAME: | DATE: | JOB NUMBER: |
|---|---|---|---|---|
| P. BANDI | 2 of 3 | LIGHTNIN LN PARKLAND ALTA V12 | 03.10.2026 | SURV 2000 GEN 527 |

Copyright–2026 | These drawings and their reproductions are the property of the surveyor and may not be reproduced, published, or used in any way without the written permission of this surveyor.

ALTA / NSPS LAND TITLE SURVEY FOR:

PARKLAND HOMEBUILDERS, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
PIEDMONT LAW GROUP OF GARCIA & BENKERT LLC

GWINNETT COUNTY
7TH DISTRICT - LL11 5TH DISTRICT - LL176

KEYSTONE LAND SURVEYING, INC.
262 WEST CROGAN STREET
LAWRENCEVILLE, GEORGIA 30046
770.545.8700
www.keystonelandsurveying.com

| REVISIONS | | |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

C:\Users\David Martin\KLS Dropbox\RS\Residential\Lightnin Dr (City Of Lawrenceville)\ALTA NSPS – PARKLAND\Lightnin LN Parkland ALTA V15.dwg

7/10/2026 10:20:13 AM

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**SCHEDULE B-II**

[RESPONSES]

**File #25-0186**

**Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Taxes and assessments for the year 2026 and subsequent years, which are liens not yet due and payable. [NOT ADDRESSED AS PART OF THIS SURVEY]
2. Any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the county in which the subject property is located. [NOT ADDRESSED AS PART OF THIS SURVEY]
3. Rights of upper and lower riparian owners in and to the waters of creek crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution. [NOT ADDRESSED AS PART OF THIS SURVEY]
4. All matters as shown on that certain ALTA/NSPS Land Title Survey for Parkland Homebuilders, LLC and First American Title Insurance Company prepared by KEYSTONE LAND SURVEYING, PATRICK CAREY, Georgia RLS # 3027, dated JANUARY 19, 2026 [NOT ADDRESSED AS PART OF THIS SURVEY]
5. All matters shown on the following plats: [NO PLOTTABLE MATTERS]
   a) Plat for Mrs. J. B. Atkinson and G. A. Butts, dated November 25, 1958, filed for record February 19, 1963, recorded in Plat Book J, page 206, Gwinnett County, Georgia records;
   b) Plat for Lawrence Potter, dated September 16, 1969, filed for record September 14, 1969, recorded in Plat Book R, page 155, aforesaid records; [NO PLOTTABLE MATTERS]
   c) Final Plat for Andalusia Properties, Inc., dated December 22, 2009, filed for record November 29, 2012, recorded in Plat Book 129, page 189, aforesaid records. [MATTERS PLOTTED HEREON]
6. Easement from D. H. Smith to Georgia Power Company, dated July 5, 1951, filed for record July 6, 1951, recorded in Deed Book 102, page 76(a), aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
7. Easements reserved in that certain Warranty Deed from Mrs. J. B. Atkinson and G. A. Butts to Dewey H. Smith, dated December 4, 1958, filed for record December 8, 1958, recorded in Deed Book 144, page 63(a), aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
8. Right of Way Easement from Mrs. J. B. Atkinson and G. A. Butts to Colonial Pipeline Company, dated May 14, 1962, filed for record December 20, 1962, recorded in Deed Book 190, page 121, aforesaid records; as affected by that certain Easement Modification Agreement by and between Lewis Brother Land Holdings, LLC and Colonial Pipeline Company, dated December 20, 2012, filed for record December 27, 2012, recordec in Deed Book 51894, page 231, aforesaid records. [DOES NOT AFFECT SUBJECT PROPERTY (OPTION DEED)]
9. ~~Easement from Bill C. Williams to Georgia Power Company, dated April 13, 1965, filed for record April 21, 1965, recorded in Deed Book 230, page 700, aforesaid records; as affected by that certain~~



~~Quitclaim Deed from Georgia Power Company, dated January 16, 1989, filed for record February 6, 1989 recorded in Deed Book 5320, page 344, aforesaid records.~~ (Released per Quitclaim Deed recorded in Deed Book 5320, page 344, aforesaid records)

10. Permit for Anchors, Guy Poles and Wires from Dewey H. Smith to Georgia Power Company, dated February 20, 1968, filed for record March 12, 1968, recorded in Deed Book 292, page 144, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
11. ~~Easement from Dewey H. Smith to Georgia Power Company, dated April 23, 1968, filed for record May 3, 1968, recorded in Deed Book 295, page 800, aforesaid records; as affected by that certain Quitclaim Deed from Georgia Power Company, dated January 16, 1989, filed for record February 6, 1989 recorded in Deed Book 5320, page 344, aforesaid records.~~ (Released per Quitclaim Deed recorded in Deed Book 5320, page 344, aforesaid records)
12. ~~Easement from Bill C. Williams to Georgia Power Company, dated September 25, 1968, filed for record October 2, 1968, recorded in Deed Book 306, page 620, aforesaid records; as affected by that certain Quitclaim Deed from Georgia Power Company, dated January 16, 1989, filed for record February 6, 1989 recorded in Deed Book 5320, page 344, aforesaid records.~~ (Released per Quitclaim Deed recorded in Deed Book 5320, page 344, aforesaid records)
13. Right of Way Easement from William H. Nash to Colonial Pipeline Company, dated January 20, 1978, filed for record January 25, 1978, recorded in Deed book 1408, page 53, aforesaid records; as affected by that certain Easement Modification Agreement by and between Lewis Brother Land Holdings, LLC and Colonial Pipeline Company, dated December 20, 2012, filed for record December 27, 2012, recorded in Deed Book 51894, page 231, aforesaid records. [AS PLOTTED HEREON]
14. Advance Construction Damage Release by and between William H. Nash and Colonial Pipeline Company, dated January 20, 1978, filed for record January 25, 1978, recorded in Deed Book 1408, page 59, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
15. Advance Construction Damage Release by and among Hugh M. Britt, Lois L. Britt and Colonial Pipeline Company, dated February 25, 1978, filed for record March 23, 1978, recorded in Deed Book 1439, page 66, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
16. Relinquishment of access rights contained in that certain Right of Way Deed from William H. Nash to Department of Transportation, dated May 5, 1978, filed for record May 9, 1978, recorded in Deed Book 1469, page 63, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
17. Easements contained in that certain Right of Way Deed from William H. Nash to Department of Transportation, dated December 13, 1979, filed for record December 26, 1979, recorded in Deed Book 1864, page 183, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
18. Easements contained in that certain Right of Way Deed from Hugh M. Brit and Lois P. Britt to Department of Transportation, dated February 27, 1980, filed for record February 1980, recorded in Deed Book 1902, page 9, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
19. Easements contained in that certain Right of Way Deed from Hugh M. Britt and Lois P. Britt to Department of Transportation, dated February 27, 1980, filed for record February 27, 1980, recorded in [NO LONGER AFFECTS SUBJECT PROPERTY]



Deed Book 1902, page 12, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]

20. Easements contained in that certain Right of Way Deed from Hugh M. Britt and Lois P. Britt to Department of Transportation, dated February 27, 1980, filed for record February 27, 1980, recorded in Deed Book 1902, page 15, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
21. Easements contained in that certain Right of Way Deed from Dewey H. Smith and Bessie L. Smith to Department of Transportation, dated March 13, 1980, filed for record March 14, 1980, recorded in Deed Book 1912, page 333, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
22. Conveyance of Access Rights from Kristoff & Assoc. to Department of Transportation, dated November 2, 1985, filed for record November 14, 1985, recorded in Deed Book 3240, page 261, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
23. Right of Way Boundary Agreement by and between Kristoff & Associates, Inc. and Colonial Pipeline Company, dated March 1, 1989, filed for record March 8, 1989, recorded in Deed Book 5365, page 77, aforesaid records. [AS PLOTTED HEREON]
24. Water Metering Device Agreement from Lewis Brothers Land Holdings, LLC to Gwinnett County, dated October 31, 1994, filed for record December 16, 1994, recorded in Deed Book 10933, page 236, aforesaid records. [AS PLOTTED HEREON]
25. Water Metering Device Agreement from Lewis Brothers, L.L.C. to Gwinnett County, dated January 24, 1995, filed for record April 7, 1995, recorded in Deed Book 11207, page 20, aforesaid records. [AS PLOTTED HEREON]
26. Easement from Lightnin' Truck Rental to Georgia Power Company, dated April x, 1995, filed for record May 22, 1995, recorded in Deed Book 11322, page 82, aforesaid records. [BLANKET EASEMENT UNABLE TO PLOT]

    As to Items 6 and 26, once we receive confirmation of containment letters from Georgia Power Company, the following will be added: "The Company insures that Georgia Power Company claims no further interest in this easement other than the right to own, operate, maintain, rebuild, renew, upgrade and modify the existing facilities located on the subject property." [AS PLOTTED HEREON]
27. Easement Agreement by and between Lewis Brothers Land Holding, L.L.C. and Jean Coppage, dated June 17, 1996, filed for record July 15, 1996, recorded in Deed Book 12943, page 71, aforesaid records. [AS PLOTTED HEREON]
28. Sanitary Sewer Easement by and between Don Paschal and Lewis Brothers Land Holdings, LLC, dated July 22, 1996, filed for record November 7, 1996, recorded in Deed Book 13422, page 32, aforesaid records. [AS PLOTTED HEREON]
29. Easement by and between Lewis Brothers Land Holdings and Gwinnett County Water and Sewerage Authority, dated March 12, 2001, filed for record March 26, 2001 recorded in Deed Book 22595, page 144, aforesaid records. [AS PLOTTED HEREON. DOES NOT AFFECT SUBJECT PROPERTY]
30. Easements and conveyance of access rights contained in that certain Right of Way Deed from Lewis Brothers Land Holdings, LLC to Department of Transportation, dated November 22, 2010, filed for record November 23, 2010, recorded in Deed Book 50402, page 513, aforesaid records. [AS PLOTTED HEREON. DOES NOT AFFECT SUBJECT PROPERTY ]



31. Construction and Maintenance Easement from Lewis Brothers Land Holcings, LLC to Department of Transportation, dated November 22, 2010, filed for record November 23, 2010, recorded in Deed Book 50402, page 523, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
32. Easements and conveyance of access rights contained in that certain Right of Way Deed from Lewis Brothers Land Holdings, LLC to Department of Transportation, dated November 22, 2010, filed for record November 23, 2010, recorded in Deed Book 50402, page 528, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
33. Easements contained in that certain Right of Way Deed from Lewis Brothers Land Holdings, LLC to Department of Transportation, dated November 22, 2010, filed for record November 23, 2010, recorded in Deed Book 50402, page 538, aforesaid records. [NO LONGER AFFECTS SUBJECT PROPERTY]
34. Declaration of Restrictive Covenants made by Lewis Brother's Land Holdings, LLC, dated February 9, 2011, filed for record February 14, 2011, recorded in Deed Book 50541, page 555, aforesaid records. [AS PLOTTED HEREON]
35. Drainage and Detention Pond Easement Agreement by and between Lewis Brothers Land Holdings, LLC and Andalusia Properties, Inc., dated February 9, 2011, filed for record February 14, 2011, recorded in Deed Book 50541, page 564, aforesaid records. [AS PLOTTED HEREON]
36. Joint Access Easement Agreement by and between Lewis Brothers Land Holdings, LLC and Andalusia Properties, Inc., dated February 9, 2011, filed for record February 14, 2011, recorded in Deed Book 50541, page 585, aforesaid records. [AS PLOTTED HEREON]
37. Access Easement Agreement by and between Lewis Brothers Land Holdings, LLC and the Title Insurance Company of Chattanooga, dated December 31, 2012, filed for record January 3, 2013, recorded in Deed Book 51908, page 88, aforesaid records. [AS PLOTTED HEREON]
38. Detention Pond Easement Agreement by and between Lewis Brothers Land Holdings, LLC and the Title Insurance Company of Chattanooga, dated March 1, 2013, filed for record March 26, 2013, recorded in Deed Book 52109, page 28, aforesaid records. [AS PLOTTED HEREON]



RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

SCALE: 1" = 80' | GRAPHIC SCALE – IN FEET (40' 0 40' 80' 160' 240') | CLIENT: PARKLAND COMMUNITIES HEIN CLARKE

DESIGNED BY: P. BAROLI | SHEET NUMBER: 1 OF 3 | FILE NAME: U:\HTN\LV PARKLAND ALTA V15 | DATE: 03.10.2026 | JOB NUMBER: SURV 2000 HEN 027

Copyright © 2026 | These drawings and their reproductions are the property of the surveyor and may not be reproduced, published or used in any way without the written permission of the surveyor.

ALTA / NSPS LAND TITLE SURVEY FOR:

PARKLAND HOMEBUILDERS, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
PIEDMONT LAW GROUP OF GARCIA & BENKERT LLC

GWINNETT COUNTY
7TH DISTRICT - LL11 5TH DISTRICT - LL176

| REVISIONS | |
|---|---|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |

KEYSTONE LAND SURVEYING, INC.
262 WEST CROGAN STREET
LAWRENCEVILLE, GEORGIA 30046
770.345.8700
www.keystonelandsurvey.com

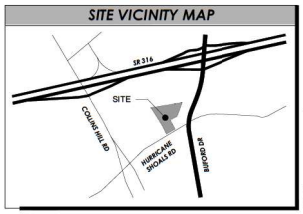
C:\Users\David Wantz\ALS Dropbox\ATS\Residential Lightnin Dr (City Of Lawrenceville)\ALTA NSPS – PARKLAND Lightnin Dr Parkland ALTA V15.dwg

7/10/2026 10:39:17 AM

## SITE DATA

| | |
|---|---|
| EXISTING ZONING: | BG & LM |
| PROPOSED ZONING: | CMU, RM-24 MULTIFAMILY DISTRICT |
| SITE AREA: | +/- 7.854 ACRES |
| PROPOSED UNITS: | 106 UNITS |
| GROSS/NET DENSITY: | 13.5 UNITS PER ACRE |
| LOT DEVELOPMENT STANDARDS: | |
| MIN. ROAD FRONTAGE: | 40 FT./LOT |
| MIN. PROJECT AREA: | 5 ACRES |
| MAX HEIGHT: | 45' |
| EXTERNAL FRONT YARD: | *30' (MAJOR COLLECTOR) |
| FRONT YARD: | 5-15' |
| SIDE YARD SETBACK: | 10-20' |
| REAR YARD: | 25-40' |
| COMMON AREA: | (CA) |
| MIN. COMMON AREA: | 15% OR 1.178 ACRES |
| COMMON AREA PROVIDED: | 29.2% OR 2.3 ACRES |
| PROPOSED AMENITIES: | POOL, CLUBHOUSE, PLAYGROUND |

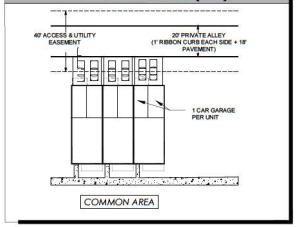
## SITE VICINITY MAP




## SITE LEGEND

| | |
|---|---|
| (SW) | 5' SIDEWALK |
| (MT) | 10' MULTI-USE TRAIL |
| (CH) | CLUBHOUSE |
| (CA) | COMMON AREA |
| (CS) | CONCEPTUAL SIGNAGE |
| (DU) | DUMPSTER |
| (MK) | MAIL KIOSK |
| (PG) | PLAYGROUND |
| (PL) | POOL |
| (SW) | STORMWATER MANAGEMENT AREA |

## TYPICAL LOT DETAIL (NTS)




## PARKING CALCS

| TYPE | GARAGE | DRIVEWAY | TOTAL PER UNIT | TOTAL UNITS | TOTAL SPACES |
|---|---|---|---|---|---|
| TOWNHOUSE STACKS | 1 | 1 | 2 | 106 | 212 |
| TOTAL PARKING SPACES REQUIRED FOR RESIDENTIAL (MIN. 1.5 SPACES PER DWELLING UNIT) | | | | | 159 |
| GUEST PARKING PROVIDED (90 DEGREE): | | | | | 25 |
| TOTAL PARKING SPACES PROVIDED FOR RESIDENTIAL | | | | | 237 |

**PROPERTY ADDRESS:**
HURRICANE SHOALS ROAD
LAWRENCEVILLE, GA 30046

**PROPERTY OWNERS:**
PD 7011 002A - CITY OF LAWRENCEVILLE
PD 7011 120 - JOSEPH & AIDA MALOUF
PD 7011 128 - CE SMITH FAMILY LLLP

**BASEMAP NOTE:**
PLAN REFERENCES SURVEY DATA FROM KEYSTONE LAND SURVEYING, INC., DATED 1/4/24 AND GIS DATA.

**FEMA NOTE:**
ACCORDING TO FIRM NUMBER 13135C0074F DATED 9/29/2006 FOR CITY OF LAWRENCEVILLE, THE PROPERTY SHOWN DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

**STORMWATER NOTE:**
STORMWATER WILL BE PROVIDED ON SITE.

**SEWER NOTE:**
SEWER PROVIDED BY CITY OF LAWRENCEVILLE OR GWINNETT COUNTY.

**WATER NOTE:**
WATER PROVIDED BY CITY OF LAWRENCEVILLE OR GWINNETT COUNTY.

**CMU NOTE:**
THIS PROJECT IS PART OF A LARGER PLANNED AREA THAT MEETS THE MIXED USE REQUIREMENTS FOR CIVIC/INSTITUTIONAL USES AND COMMERCIAL/RETAIL, LIGHT INDUSTRIAL OR OFFICE USES.

**TRAIL NOTE:**
10' TRAIL IS PROVIDED TO CONNECT WITH THE CITY'S MULTI-USE TRAIL. FINAL TRAIL LOCATION IS TO BE COORDINATED WITH THE CITY.

**"VARIANCE NOTES:**

**"VARIANCES TO 109.2 RM-24:**
**B. DEVELOPMENT STANDARDS TO READ:**
(A) - ALLOW UP TO 65% OF UNITS TO BE GREATER THAN 2 BEDROOMS
(B) - MINIMUM 30' FRONT SETBACK ALLOWED

**D. ARCHITECTURAL STANDARDS TO READ:**
(C) 3. ALLOW FACADES TO HAVE MAX OF 30% BRICK
(D) 4. ALLOW 2 ENTRYWAYS
(E) 5. FRONT FACADE TO PROVIDE A VARIATION OF MATERIALS AND ARCHITECTURAL ELEVATIONS TO CREATE AN AESTHETIC STREETSCAPE.

**E. DEVELOPMENT STANDARDS TO READ:**
(F) 2. EACH UNIT IS ALLOWED TO BE ACCESSED FROM IT'S OWNENTRANCE IN THE FRONT OF THE BUILDING.
(G) 10. PROVIDE A 30' WIDE LANDSCAPE STRIP ALONG EXTERIOR STREET FRONTAGES.

**"VARIANCE TO 508 NUMBER OF OFF-STREET PARKING SPACES REQUIRED:**
**TABLE 5-3 TO READ:**
(H) - ONE CAR GARAGE IS ALLOWED PER DWELLING.

**"VARIANCES TO 19.5 LAND DEVELOPMENT REQUIREMENTS**
**19.5.1 BUFFER AND SETBACK REQUIREMENTS TO READ:**
(I) 1. ALLOW ENCROACHMENT INTO UNDISTURBED 50' STREAM BUFFER FOR 10' TRAIL CONNECTION TO FUTURE COMMERCIAL/RETAIL PARCEL.
(J) 2. ALLOW ENCROACHMENT INTO 75' STREAM IMPERVIOUS SETBACK FOR 10' TRAIL CONNECTION TO FUTURE COMMERCIAL/RETAIL PARCEL.

## AERIAL IMAGERY MIXED-USE VICINITY MAP - SCALE: 1" = 150'







RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LJA ENGINEERING
3199 S. MAIN STREET
ALPHARETTA, GA 30009
770-225-4730

PARKLAND COMMUNITIES
915 N POINT PKWY STE 320
ALPHARETTA, GA 30005
404-933-9602

SITE ZONING PLAN FOR
HURRICANE SHOALS TRACT

HURRICANE SHOALS RD
LAWRENCEVILLE, GA 30046
LAND LOT 174, DISTRICT 7TH
PARCEL # 7011 128, 7011 120, 7011 002A

NORTH

SCALE: 1"= 50'

PROJECT NUMBER
GA3793-2501

SHEET TITLE
ZONING EXHIBIT

DATE
07.14.26

| NO | DATE | DESCRIPTION | BY | CHK | APV |
|---|---|---|---|---|---|

RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT




LJA ENGINEERING

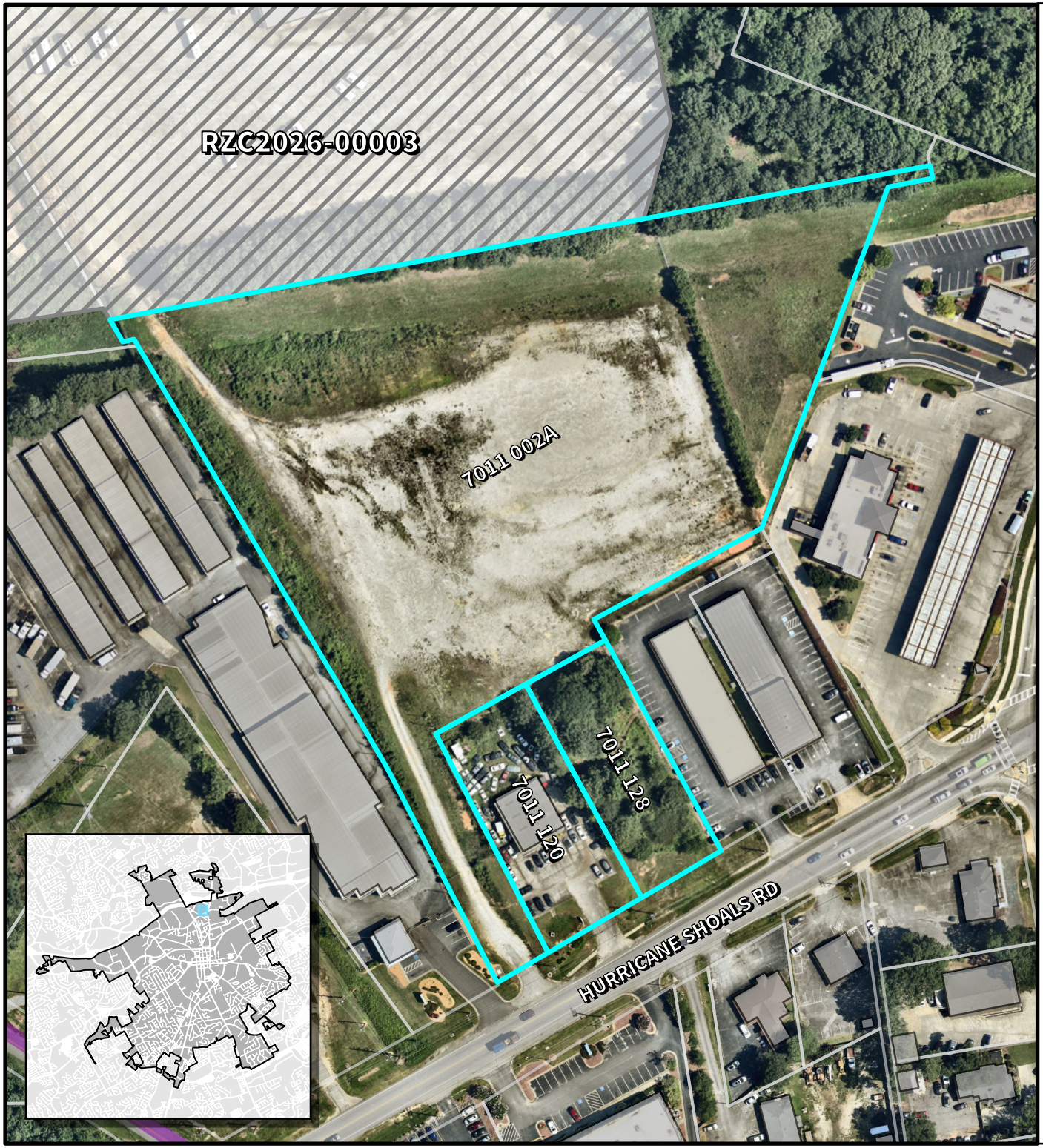
0' 40' 80' 160'

# Hurricane Shoals

PARKLAND COMMUNITIES



RZM2026-00007
RECEIVED AUGUST 7, 2026
PLANNING & DEVELOPMENT DEPARTMENT




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# RZM2026-00007

Applicant:
Parkland Homebuilders, LLC

- Subject Property (~7.82 acres)
- Related Zoning Cases
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/12/2026 |
| Map Scale: | 1:1,800 |

0 62.5 125 250 Feet

N




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# RZM2026-00007

Applicant:
Parkland Homebuilders, LLC

- Subject Property (~7.82 acres)
- Related Zoning Cases
- Lawrenceville City Limits

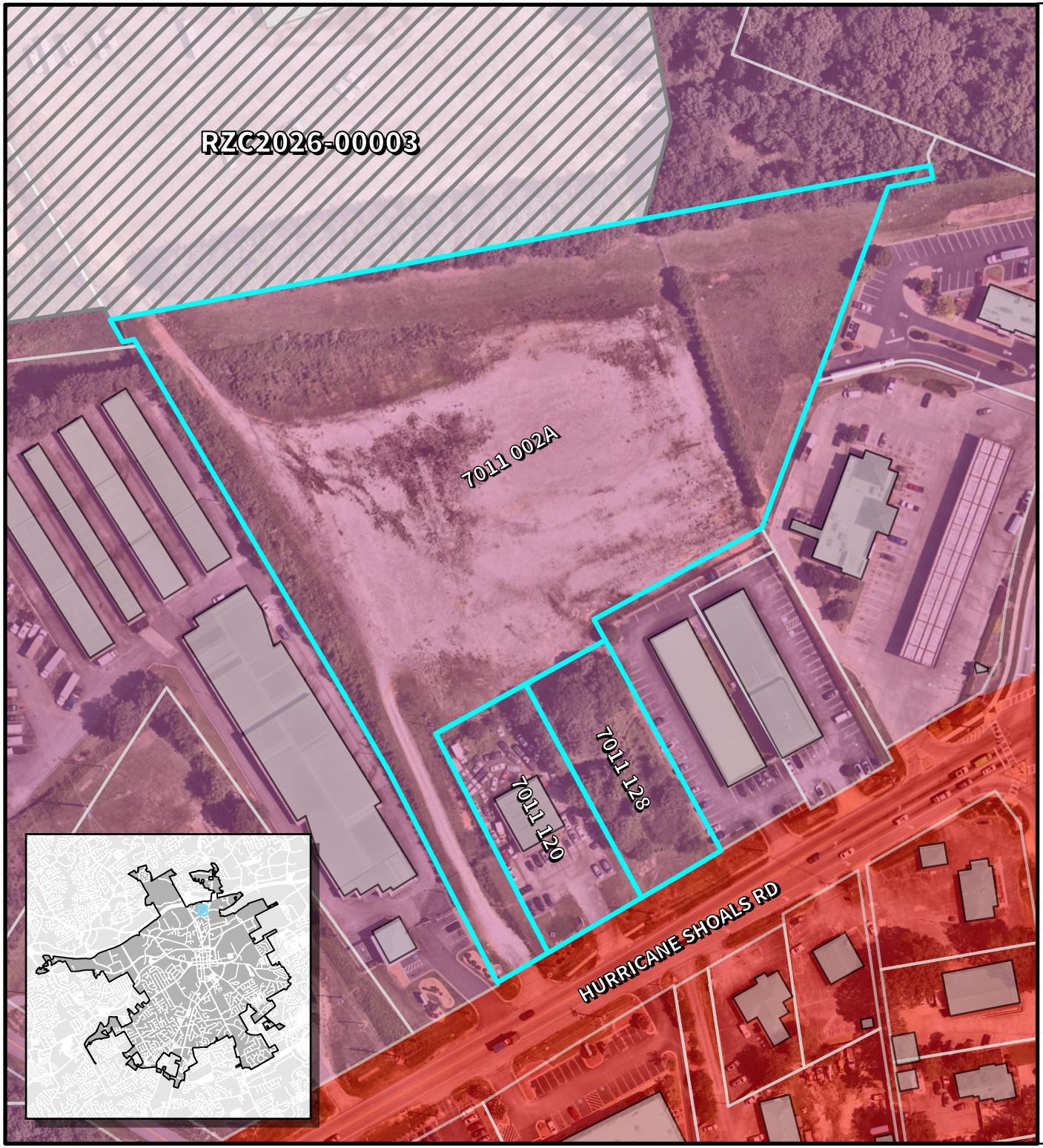
**Zoning Districts**

| | | |
|---|---|---|
| | **BG** | General Business |
| | **LM** | Light Manufacturing |
| | **CMU** | Community Mixed-Use |
| | **RS-150** | Single-Family Residential |

Imagery Date: 06/28/2026
Map Date: 08/12/2026
Map Scale: 1:1,800

0 62.5 125 250 Feet

N




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# RZM2026-00007

Applicant:
Parkland Homebuilders, LLC

- Subject Property (~7.82 acres)
- Related Zoning Cases
- Lawrenceville City Limits

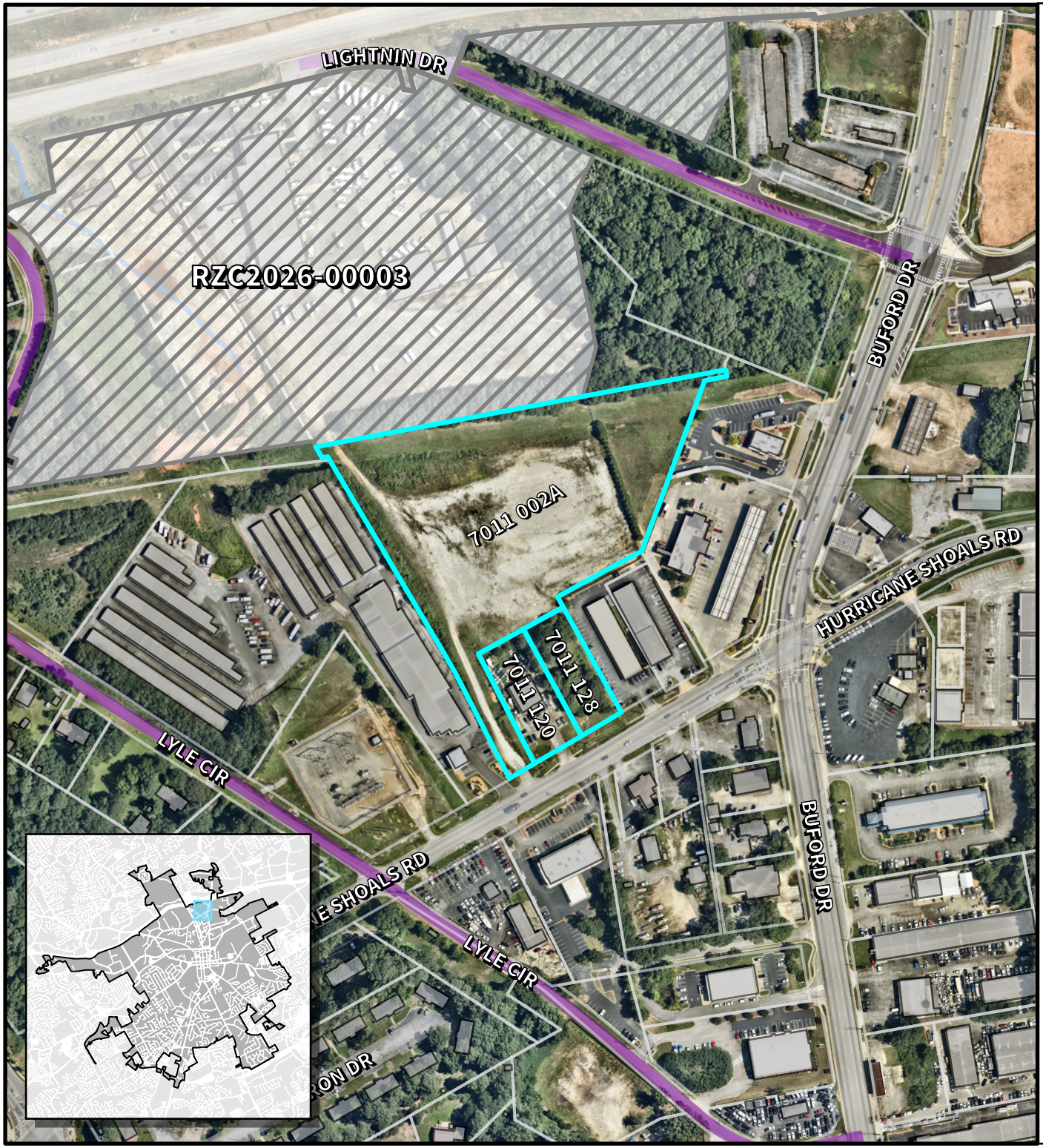
**2045 Character Areas**

- Community Mixed Use
- Commercial Corridor

| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/12/2026 |
| Map Scale: | 1:1,800 |

0 62.5 125 250 Feet

N




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# RZM2026-00007

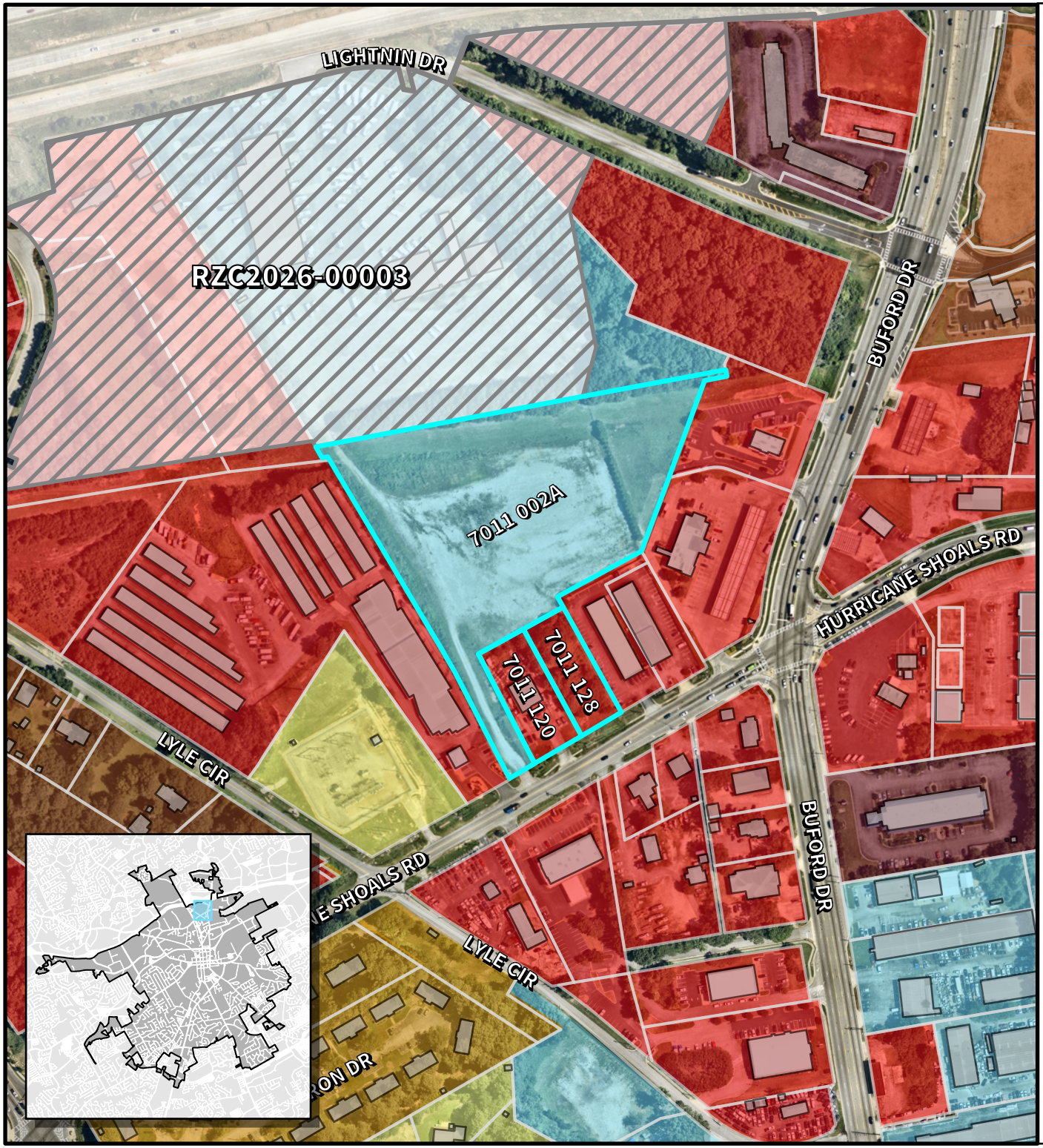
Applicant:
Parkland Homebuilders, LLC

- Subject Property (~7.82 acres)
- Related Zoning Cases
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/12/2026 |
| Map Scale: | 1:3,600 |

0 125 250 500 Feet

N




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# RZM2026-00007

Applicant:
Parkland Homebuilders, LLC

- Subject Property (~7.82 acres)
- Related Zoning Cases
- Lawrenceville City Limits

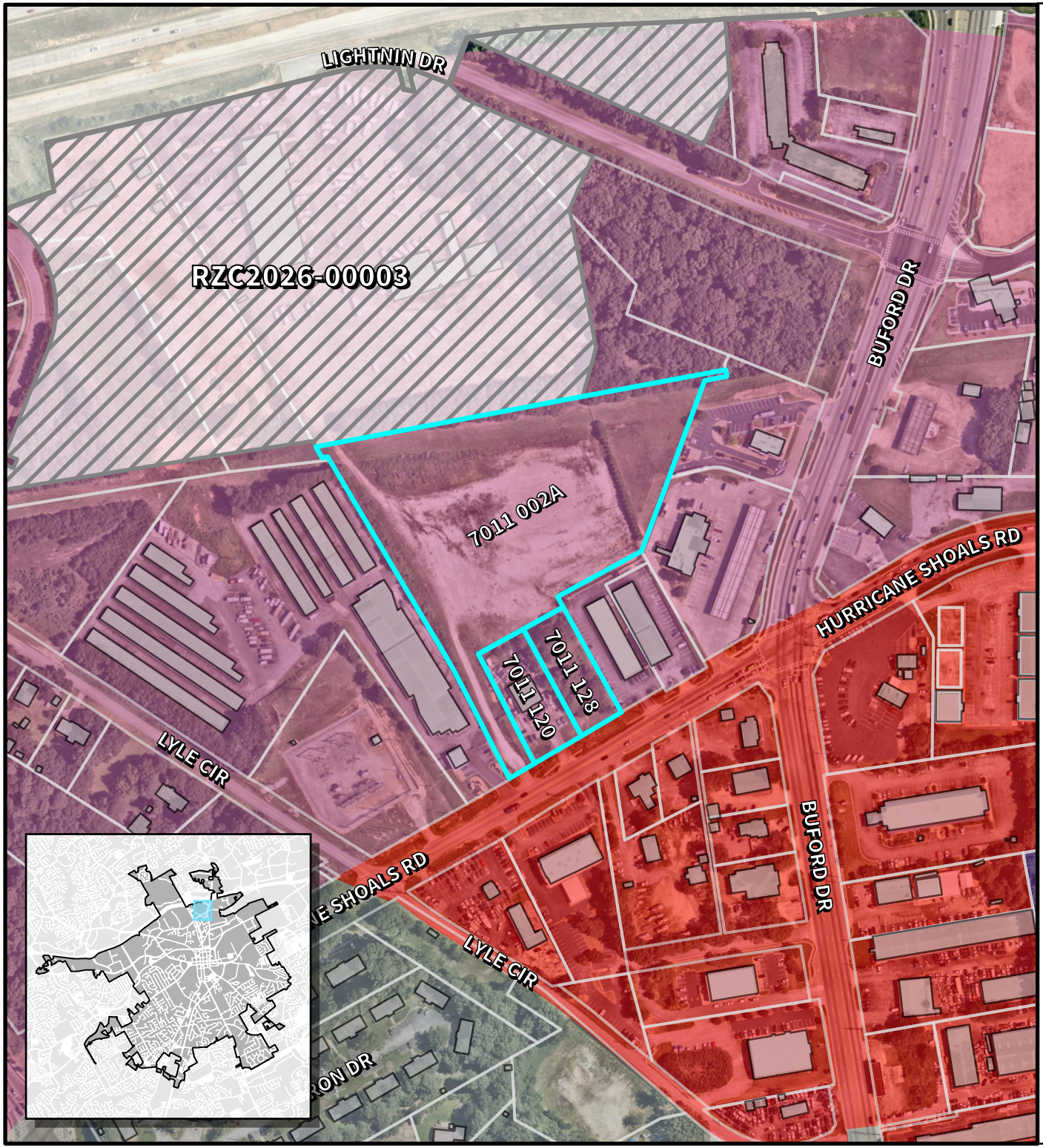
**Zoning Districts**

| | | |
|---|---|---|
| BG | General Business |
| HSB | Highway Service Business |
| LM | Light Manufacturing |
| CMU | Community Mixed-Use |
| RM-12 | Multifamily Residential |
| RS-150 | Single-Family Residential |

| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/12/2026 |
| Map Scale: | 1:3,600 |

0 125 250 500 Feet

N




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# RZM2026-00007

Applicant:
Parkland Homebuilders, LLC

- Subject Property (~7.82 acres)
- Related Zoning Cases
- Lawrenceville City Limits

**2045 Character Areas**

- Downtown
- Community Mixed Use
- Commercial Corridor
- Industrial

| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/12/2026 |
| Map Scale: | 1:3,600 |

0 125 250 500 Feet

N

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

| | |
|---|---|
| **Item:** | SUP2026-00009; PureFun Properties, LLC c/o Andersen Tate & Carr; 401 Industrial Park Drive |
| **Department:** | Planning and Development Department |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Presented By:** | Todd Hargrave, Director of Planning and Development Department |
| **Applicants Request:** | Special Use Permit to allow a vehicle storage lot |
| **Planning & Development Recommendation:** | Approval With Conditions |
| **Planning Commission Recommendation:** | |

---

**Summary:** The applicant requests a Special Use Permit for a Vehicle Storage Lot at the subject property. The request is intended to bring the existing nonconforming truck/trailer parking at the site into compliance and allow for an expanded truck/trailer parking area and an approximately 8,347 SF building expansion. The subject property is an approximately 4.42-acre parcel zoned LM (Light Manufacturing District), located at the northwestern corner of the intersection of Hosea Road and Industrial Park Drive.

**Attachments/Exhibits:**

- SUP2026-00009_ATTCHMNTS_08142026

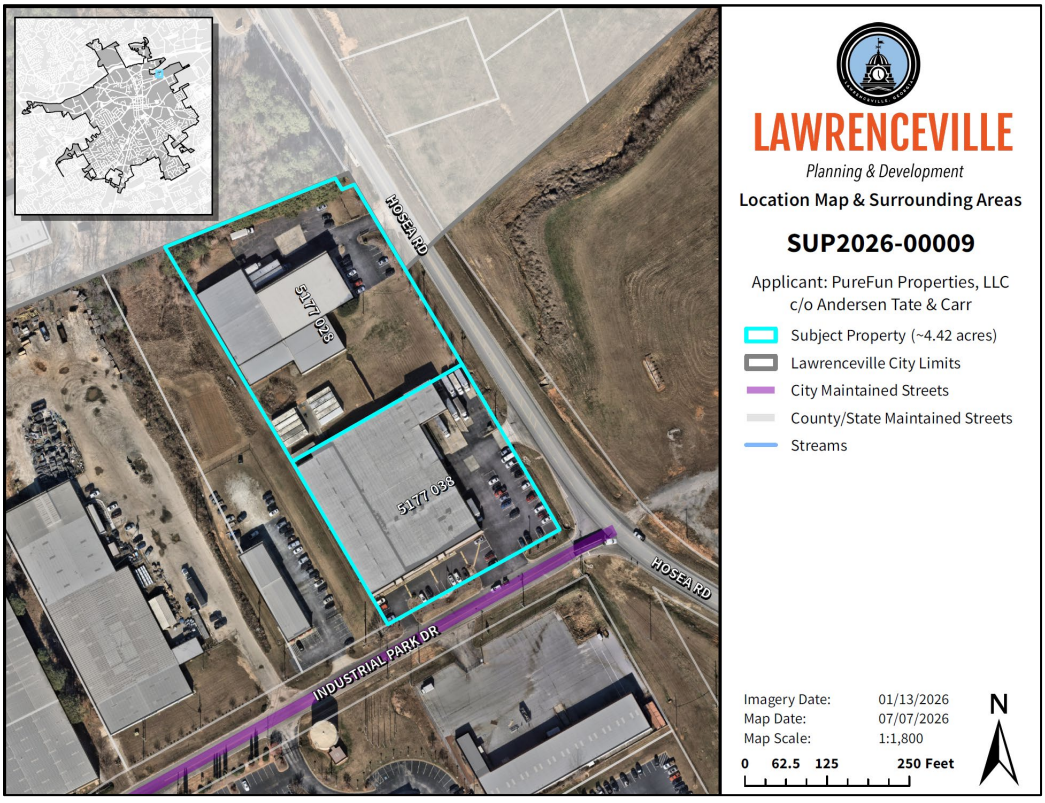
# LAWRENCEVILLE

*Planning & Development*

## SPECIAL USE PERMIT

| | |
|---|---|
| **CASE NUMBER(S):** | **SUP2026-00009** |
| **APPLICANT(S):** | PUREFUN PROPERTIES, LLC C/O ANDERSEN TATE & CARR |
| **PROPERTY OWNER(S):** | PUREFUN PROPERTIES, LLC |
| **LOCATION(S):** | 401 INDUSTRIAL PARK DRIVE AND 420 HOSEA ROAD |
| **PARCEL IDENTIFICATION NUMBER(S):** | R5177 038 AND R5177 028 |
| **APPROXIMATE ACREAGE:** | 4.42 ACRES |
| **CURRENT ZONING:** | LM (LIGHT MANUFACTURING DISTRICT) |
| **REQUESTED SPECIAL USE:** | VEHICLE STORAGE LOT |
| **DEPARTMENT RECOMMENDATION:** | APPROVAL WITH CONDITIONS |

**VICINITY MAP**



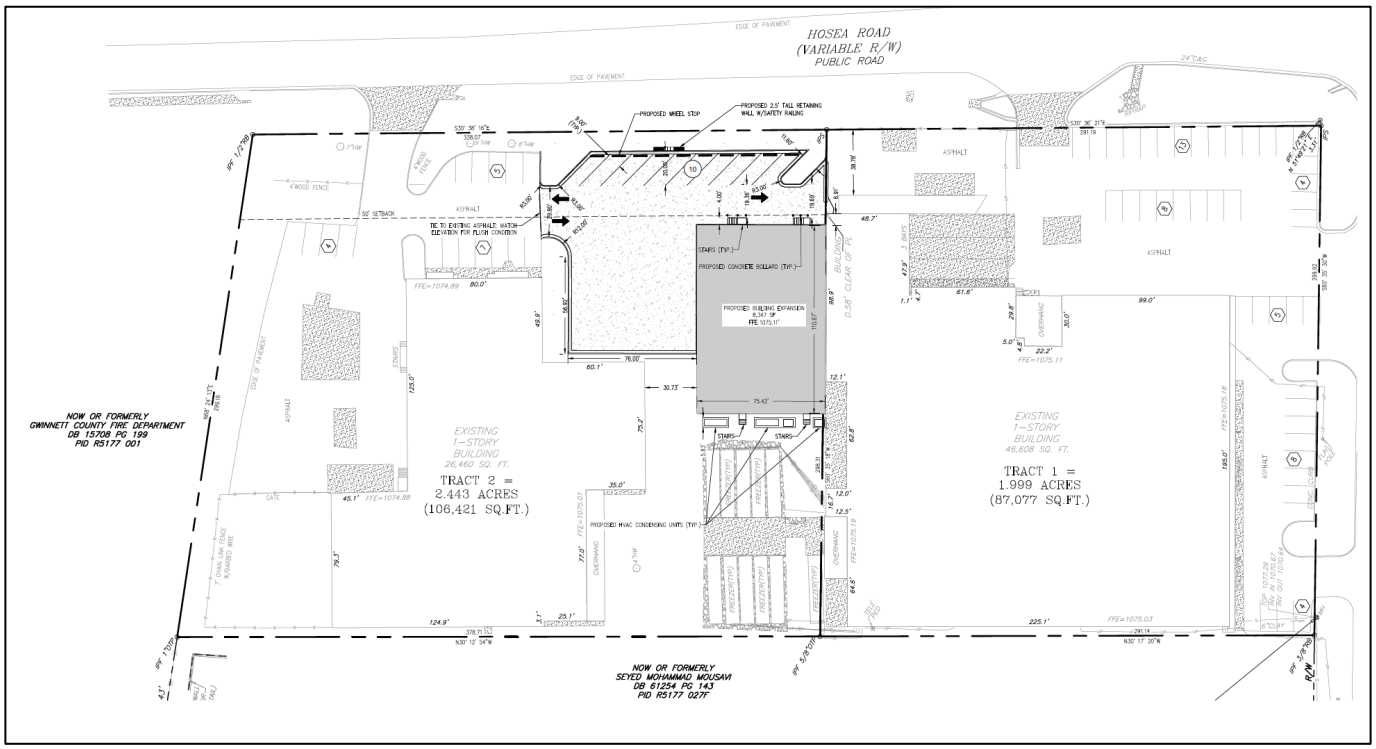
## ZONING HISTORY

The earliest zoning records on file for the subject property circa 1972 show the property zoned as LM (Light Manufacturing District), its current zoning district. There are no Special Use Permits, Zoning Conditions, Variances, or Appeals on record for the subject property.

## PROJECT SUMMARY

The applicant requests a Special Use Permit to allow Outdoor Storage of existing tractors and trailers, which is nonconforming under both the 2005 and 2020 Zoning Ordinances. In addition, the request includes the expansion of long-term tractor and trailer storage associated with a proposed 8,347 square foot warehouse expansion. Furthermore, the request includes consolidating two parcels, constructing the warehouse addition, expanding parking to 68 spaces, and creating a new paved circulation between two existing facilities. The subject property is an approximately 4.42-acre parcel zoned LM (Light Manufacturing District), located at the northwestern corner of the intersection of Hosea Road and Industrial Park Drive.

## PROPOSED SITE PLAN



## ZONING AND DEVELOPMENT STANDARDS

The principal use of the property is a distribution facility, which is permitted by right in the LM zoning classification.

**Zoning Ordinance, Article 1, Section 103.2 Use Table**

| Standard | Requirement | Proposal | Recommendation |
|---|---|---|---|
| Distribution Facility | LM – Permitted by Right | LM – Special Use Permit | *N/A* |
| Outdoor Storage/Vehicle Storage Lot | LM – Special Use Permit | LM – Special Use Permit | *Approval with Conditions* |

## NONCONFORMING USE ANALYSIS (2005 & 2020 ZONING ORDINANCES)

The central regulatory issue is the nonconforming Outdoor Storage of presently occurring onsite. Outdoor Storage is defined by the Zoning Ordinance as *"the storage, outside of a fully enclosed lawful structure, of vehicles, items, equipment, materials, supplies, merchandise, vending, machines, or similar items."* Under the LM zoning classification, Outdoor Storage of this type, including tractors, trailers, trucks, and truck tractors, requires the approval of a Special Use Permit.

**2005 Zoning Ordinance, Article 5, Section 5.1 (Nonconforming Uses of Land (or Land with Minor Structures Only)**

This section prohibits the following actions on nonconforming land-based uses:

1. Expansion or enlargement of the nonconforming use.
2. Relocation of the nonconforming use to other portions of the parcel.
3. Reestablishment after discontinuance of more than 30 days.
4. New structures tied to the nonconforming use.

The applicant proposes to expand the nonconforming Outdoor Storage use (tractors, trailers, trucks, and truck tractors) and to construct a new warehouse addition that directly supports the same use. Both actions are prohibited unless the existing nonconforming use is first brought into conformity.

**2005 Zoning Ordinance, Article 5, Section 5.5 (Amortization and Discontinuance)**

Summary of ordinance requirements states that certain uses have negative impacts on the comprehensive plan and can be reasonably discontinued after a defined period:

The 2005 Zoning Ordinance then establishes the required compliance periods:

- All fencing or opaque shielding that is required in a business or industrial zoning classification must be installed within one year.

- All nonconforming open storage operations, such as truck parking, salvage storage, and similar activities, must comply with regulations within two years.

Accordingly, the current Outdoor Storage use (tractors, trailers, trucks, and truck tractors) should remain compliant with existing regulations and must not be expanded unless such expansion also meets conformity requirements.

**2005 Zoning Ordinance, Article 7, Section 7.12 (1) (Outdoor Storage Requirements)**

Accessory Outdoor Storage of items, supplies, equipment, and materials related to principle uses is allowed, provided the following requirements are met:

- Not be adjacent to residential zoning or within the DDA boundary;
- Be in the rear or side yard (rear yard only in certain visibility corridors);
- Be screened by 6-ft opaque fencing or complete visual landscaping;
- Not exceeding screening height.
- Not containing junk, scrap, wrecked or abandoned vehicles.

Any conforming Outdoor Storage must meet these standards; the applicant's existing storage does not.

**2020 Zoning Ordinance, Article 3, Section 302 (Nonconforming Uses)**

Nonconforming uses may continue, but shall not:

- Expand to a greater land area.
- Extending into expanded portions of buildings unless originally designed for the same use.
- Extend through additions or new buildings.
- Be reestablished after 6 months of discontinuation.
- Be converted to another nonconforming use.

The proposed additional land area for Outdoor Storage (tractors, trailers, trucks, and truck tractors) and the 8,347 sq. ft. addition each constitute prohibited expansions of a nonconforming use under modern code, just as under the 2005 ordinance.

**2020 Zoning Ordinance, Article 3, Section 305 (Amortization and Discontinuance)**

Requires nonconforming open storage operations, Outdoor Storage (tractors, trailers, trucks, and truck tractors) to comply within two years, and all required industrial fencing or screening within one year.

The regulations of the City require compliance, not enlargement without compliance.

**Definition of Outdoor Storage (2005 & 2020)**

Both ordinances define outdoor storage to include vehicles, equipment, and materials stored outdoors, fully capturing the truck/trailer storage activity.

**VARIANCE ANALYSIS**

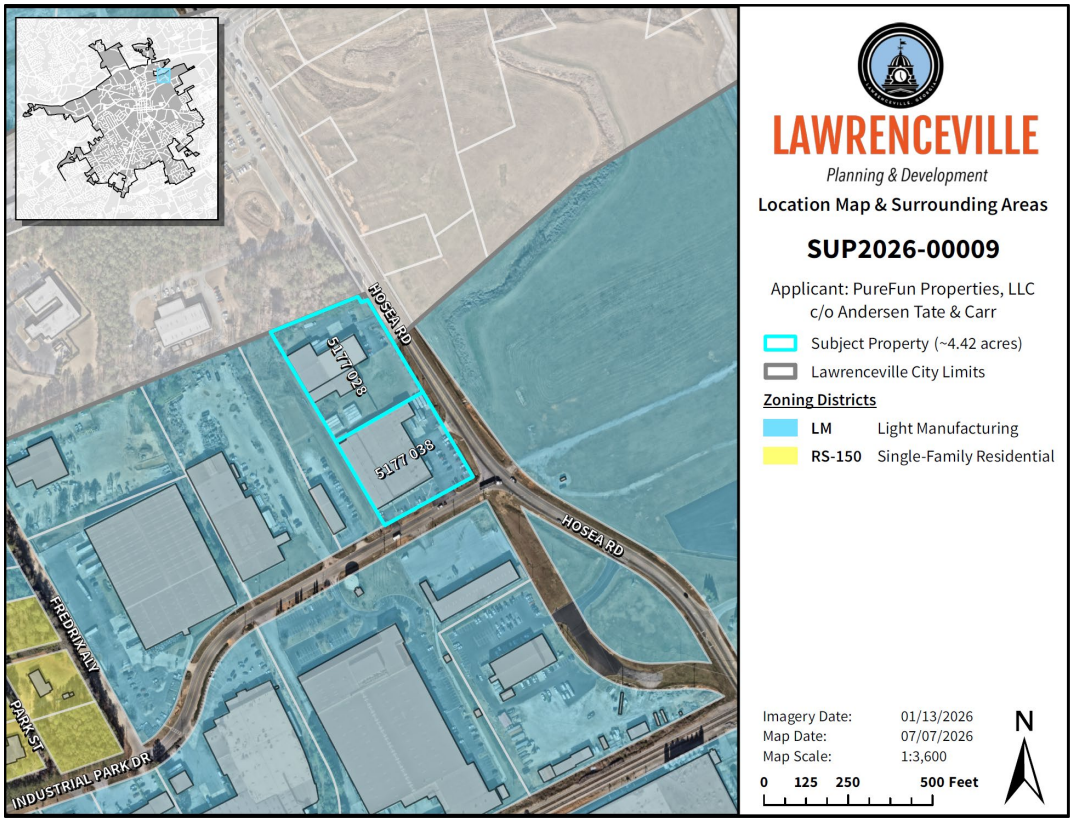
Additionally, the applicant requests approval of the following variances:

- A variance from the Zoning Ordinance, Article 2 Supplementary Regulations, Section 200.3.1 Accessory Buildings and Structure, Part A-4. Accessory Buildings shall be in a Rear Yard Area.
    - The approval of a variance would allow for location of an Accessory Structure (dumpster enclosure) within the Front Yard area along Hosea Road.
- A variance from the Zoning Ordinance, Article 2 – Supplementary Regulations, Section 200.3.56 – Outdoor Storage, Industrial, Part A-4. Stored items shall be screened by a solid opaque fence at least six (6) feet height, by landscaping creating a complete visual buffer, or by a combination of fencing and landscaping, and no item shall be placed at a height exceeding that of the screening fence or landscaping materials.
    - The approval of a variance would allow for certain exemptions to screening Outdoor Storage for the expanded truck/trailer parking area along Hosea Road.
- A variance from the Zoning Ordinance, Article 6 – Architectural and Design Standards, Section 602 – Non-Residential Minimum Architectural and Design Standards, Part A-1. Exterior Wall Design. Metal siding is permitted as an accent material only for façades.
    - The approval of a variance would allow for the use of metal (insulated metal panel – "IMP") as a primary siding material for both existing structures on the subject property as well as the proposed addition.

**NONCONFORMING USE AND VARIANCE FUTURE CONSIDERATION**

The applicant's request seeks to expand a long-standing nonconforming outdoor storage use within the most constrained portion of the site, an area already occupied by existing outdoor storage and a detention pond that would require modification if impervious surface area were increased. The submitted plan reflects limited consideration of alternative layouts and appears to rely on the city accepting an expansion of nonconformity rather than presenting a design that achieves full compliance with zoning and stormwater requirements. Because any expansion into this central area will necessitate reengineering of the detention facility to maintain required storage volume and functionality, consistent with the City's stormwater pond standards for inflow/outflow protection, sediment management, and structural performance, staff finds that the applicant should reevaluate the site plan and return with a more appropriate configuration. A redesigned plan should make more efficient use of available land, relocate proposed improvements to areas capable of meeting outdoor-storage, setback, and screening requirements, and avoid further intensification of the nonconforming use while ensuring full compliance with zoning and stormwater regulations.

**CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP**

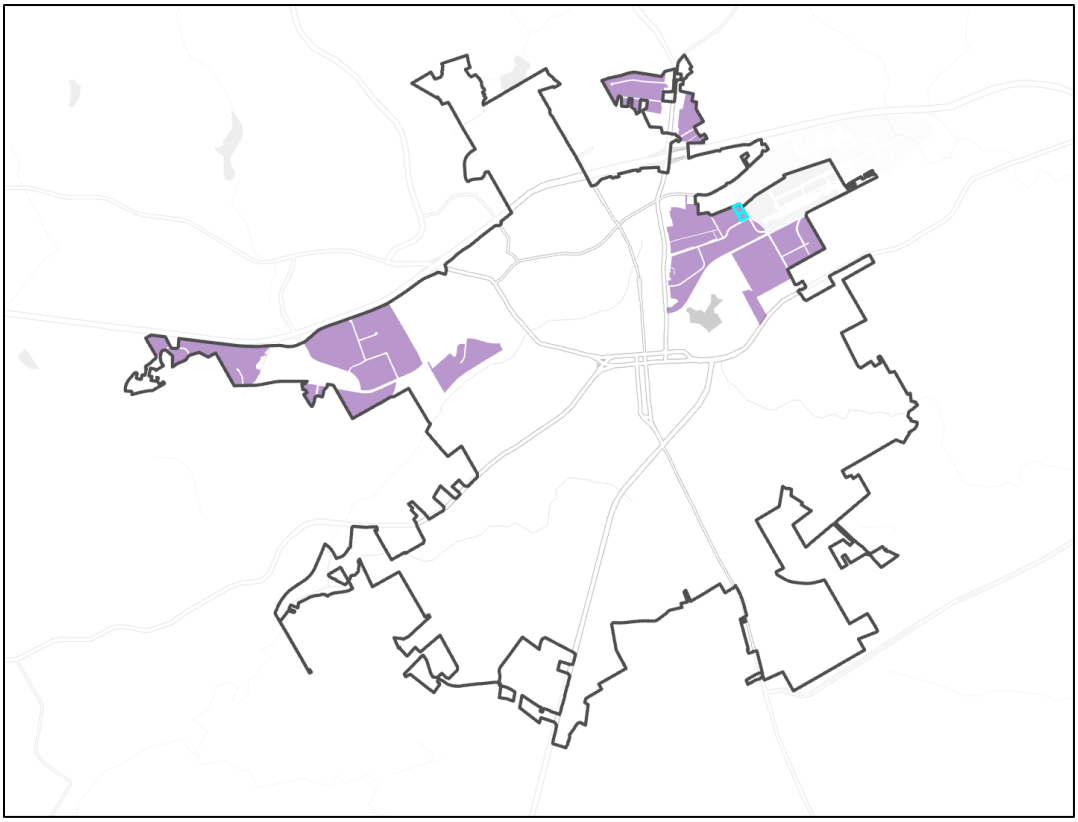



**SURROUNDING ZONING AND USE**

The area surrounding the subject property is characterized primarily by light manufacturing and industrial uses, with all immediately adjacent properties zoned LM (Light Manufacturing District) or M-1 (Light Industry District), the Gwinnett County equivalent to the City's LM zoning district. The Gwinnett County Fire Department headquarters is located directly to the northwest of the subject property on unincorporated Gwinnett County property zoned M-1, while Gwinnett County Briscoe Field is located directly east, across the right-of-way of Hosea Road.

The property directly west of the subject property is occupied by an auto service garage, with several warehouse facilities located further west along Industrial Park Drive. A manufacturing/processing facility is located directly southeast of the subject property, across the right-of-way of Industrial Park Drive. Given the predominantly industrial character of the surrounding area and the absence of adjacent residential zoning or uses, the subject property is generally consistent with the established land use patterns and zoning districts of the area.

**FUTURE LAND USE PLAN MAP**



**2045 COMPREHENSIVE PLAN**

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Industrial Character Area, defined as such:

> *The Industrial character area leverages both its location along SR 316 and the growing distribution and technology industries. This area supports a variety of job/work types with a focus on skilled jobs and attracting high-tech businesses in Class A office space and modern light industrial facilities.*

The requests and proposed development appear to be consistent with the intent of the 2045 Comprehensive Plan for the Industrial Character Area.

**STAFF RECOMMENDATION**

Recognizing the complexity of the site and the presence of long-standing nonconforming uses, staff recommend a phased compliance approach rather than outright denial. This method, as successfully applied in similar related cases such as SUP2026-00010, SUP2026-00011, and SUP2026-00012, allows the applicant to continue operations while working toward full conformity with current zoning, outdoor storage, and stormwater requirements.

Key elements of the recommendation:

- Approval with Conditions: Grant the Special Use Permit subject to strict conditions that require the applicant to submit a detailed phased improvement plan within six months, outlining steps to bring all nonconforming uses and site features into compliance.
- Temporary Allowance: Existing nonconforming outdoor storage and related site conditions may remain temporarily, but only as part of a structured transition toward compliance.
- Modernization Requirements: All new construction and expansions must fully comply with current development regulations, including screening, rear-yard placement, and stormwater management.
- Annual Progress Review: The applicant must document progress annually, with City oversight to ensure milestones are met.
- Restrictions: Accessory outdoor storage shall comply with all minimum standards of Article 2, Section 200.3.56, including rear- or side-yard placement, required opaque screening, and prohibition of encroachments into setbacks, buffers, easements, landscape strips, or parking areas. Outdoor storage is strictly prohibited within areas designated for redevelopment or new development, ensuring that all new site improvements uphold modern zoning, screening, and corridor-protection standards from the outset.

This approach balances the City's regulatory goals with operational continuity, providing flexibility for the applicant while ensuring a clear path to full compliance. It aligns with the City's long-term objectives for industrial modernization and equitable outcomes for all parties involved.

Based on the property's existing industrial function, compatibility with surrounding uses, and the inclusion of conditions that will transition the site into full ordinance compliance, staff recommend **APPROVAL WITH CONDITIONS** of the Special Use Permit.

**CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**

**ENGINEERING DEPARTMENT**

No comment

**PUBLIC WORKS**

No comment

**ELECTRIC DEPARTMENT**

This location is served by Georgia Power.

**GAS DEPARTMENT**

This location is served by Lawrenceville Gas.

**DAMAGE PREVENTION DEPARTMENT**

No comment

**CODE ENFORCEMENT**

No comment

**STREET AND SANITATION DEPARTMENT**

No comment

**STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:**

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

   The proposed vehicle and trailer storage use remains compatible with surrounding LM-zoned industrial properties, which include distribution, manufacturing, warehousing, and automotive-related operations. The broader area exhibits a stable industrial development pattern, and a regulated, conforming outdoor-storage use is suitable within this context.

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

   With required screening, landscape enhancements, circulation improvements, and stormwater compliance measures, the proposal is not anticipated to adversely affect nearby industrial operations. The phased-compliance approach ensures existing nonconforming conditions are transitioned toward full conformity, thereby improving long-term compatibility.

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

   The property has reasonable economic use under its LM zoning classification and currently operates a permitted distribution facility. The Special Use Permit does not replace existing use; rather, it creates a structured pathway to formalize and improve the long-standing truck/trailer storage components that currently function as nonconforming uses.

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

   Although vehicular activity associated with distribution and long-term trailer storage may increase, the proposed improvements—including required circulation upgrades, compliance with stormwater requirements, and controlled outdoor-storage layout—are not expected to create excessive impacts. Existing infrastructure serving adjacent industrial uses is adequate to support the proposed use.

5. **Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

   The 2045 Comprehensive Plan identifies the area as part of the Industrial Character Area, which supports distribution, employment-generating activity, and modernization of legacy industrial sites. The phased-compliance structure and required site improvements align with the Comprehensive Plan's goals of supporting reinvestment and improving development quality in established industrial corridors.

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

The property contains long-standing nonconforming outdoor-storage activities and site constraints—including limited expansion areas, circulation conflicts, and an existing detention pond—that require redesign and modernization. The City's intent to work collaboratively toward a compliant, improved site supports approval with conditions rather than denial. The phased-compliance approach ensures the applicant can operate while transitioning all nonconforming elements into conformity, consistent with past City practice in similar cases such as SUP2026-00010, SUP2026-00011, and SUP2026-00012.

# LAWRENCEVILLE

## Planning & Development

**PLANNING AND DEVELOPMENT DEPARTMENT**

**RECOMMENDED CONDITIONS_08142026**

**SUP2026-00009**

Approval of the Special Use Permit to allow accessory Outdoor Storage (tractors, trailers, trucks, and truck tractors) in an LM (Light Manufacturing) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   The Special Use Permit shall authorize accessory Outdoor Storage (tractors, trailers, trucks, and truck tractors), together with customary accessory office and administrative functions.

   A. Outdoor Storage (tractors, trailers, trucks, and truck tractors) shall be located only in the rear yard.

   B. Outdoor Storage must be fully screened by a minimum 6-ft opaque fence and/or landscape buffer creating complete visual obstruction.

   C. No stored vehicle, trailer, or equipment may exceed the height of screening materials.

   D. No salvage, junked vehicles, scrap, or similar prohibited materials may be stored outdoors.

   E. The applicant shall complete required fencing/opaque screening within one calendar year from approval.

   F. All existing nonconforming open storage operations shall be brought into full compliance within two calendar years.

   G. Any expansion area must remain accessory to the principal industrial use and shall not constitute a primary vehicle storage business.

2. **To satisfy the following site development considerations:**

   All newly constructed buildings, structures, parking areas, driveways, storage areas, and associated site improvements shall fully comply with all current City of Lawrenceville zoning, development, stormwater, and building regulations at the time of permitting and construction.

3. **Phased Compliance for Existing Nonconforming Site Conditions:**

   **A. Phased Compliance for Existing Areas.**

Existing nonconforming site conditions, including but not limited to gravel parking surfaces, outdoor storage of vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, shall be brought into full compliance with current regulations within a phased period not to exceed five (5) years from the date of Special Use Permit approval.

**B. Phased Compliance Plan Required.**

Within six (6) months of Special Use Permit approval, the applicant shall submit a Phased Compliance Plan to the Planning & Development Department for review and approval.

The plan shall:

1. Identify all existing nonconforming conditions;
2. Provide corrective actions for each condition;
3. Establish annual milestones demonstrating progressive improvement;
4. Demonstrate full completion within three (3) to five (5) years.

**C. Annual Progress Reporting.**

The applicant shall submit an annual report to the Planning & Development Department summarizing completed improvements, upcoming compliance actions, and overall status of the phased plan. Staff may conduct site inspections to verify progress.

**D. Failure to Meet Milestones.**

Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized by City code.

**E. Completion Certification.**

Upon completion of all phased corrective actions, the applicant shall obtain written certification from the Planning & Development Department confirming that the site has been fully brought into compliance with applicable regulations.

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE
GEORGIA

## SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION* |
|---|---|
| NAME: PureFun Properties, LLC c/o Andersen Tate & Carr | NAME: PureFun Properties, LLC |
| ADDRESS: 1960 Satellitve Blvd., Suite 4000 | ADDRESS: 1051 Hightower Road |
| CITY: Duluth | CITY: Madison |
| STATE: Georgia ZIP: 30097 | STATE: Georgia ZIP: 30650 |
| PHONE: 770-822-0900 | PHONE: 404-660-1673 |

CONTACT PERSON: Melody A. Glouton PHONE: 770-822-0900

CONTACT'S E-MAIL: mglouton@atclawfirm.com

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

ZONING DISTRICT(S): LM ACREAGE: 4.42

PARCEL NUMBER(S): R5177 038 & R5177 028

ADDRESS OF PROPERTY: 401 Industrial Park Drive and 420 Hosea Road, Lawrenceville, GA

PROPOSED SPECIAL USE: Warehouse and Distribution facility with outdoor storage

Melody A. Glouton 6/30/26
SIGNATURE OF APPLICANT DATE

Melody A. Glouton, Attorney for Applicant
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

DAPHNE WILSON BOYD NOTARY PUBLIC EXP. NOVEMBER 9, 2029 JACKSON COUNTY, GA

Melody A. Glouton 6/30/26
SIGNATURE OF OWNER DATE

Melody A. Glouton, Attorney for Property Owner
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

DAPHNE WILSON BOYD NOTARY PUBLIC EXP. NOVEMBER 9, 2029 JACKSON COUNTY, GA

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

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 to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? No
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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 of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? No
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

ANDERSEN | TATE | CARR

July 1, 2026

**LETTER OF INTENT FOR SPECIAL USE PERMIT AND VARIANCES**

**Special Use Permit and Variance Application**
**City of Lawrenceville, Gwinnett County, Georgia**

**Applicant:**
Purefun Properties, LLC

**Property/Tax Parcel ID**
R5177 028 and R5177 038
±4.42 Acres of Land
Located at 401 Industrial Park Drive and 420 Hosea Road, Lawrenceville, Georgia 30046

**For Continued Operation of a Specialty Wholesale Distribution Facility**
**Serving the Childcare Center Market, and Construction of an Additional Building**

**Submitted for Applicant by:**
Melody A. Glouton, Esq.
ANDERSEN TATE & CARR, P.C.
One Sugarloaf Centre
1960 Satellite Blvd.
Suite 4000
Duluth, Georgia 30097
770.822.0900
mglouton@atclawfirm.com



SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

## I. INTRODUCTION

This Application for a Special Use Permit and associated Variances is submitted for a 4.43-acre assemblage of land located at 401 Industrial Park Drive (Tax Parcel ID R5177 038, ±2.443 acres) and 420 Hosea Road (Tax Parcel ID R5177 028, ±1.999 acres), in the City of Lawrenceville, Georgia, and being shown on the boundary survey prepared by Technical Survey Services, Inc., dated March 4, 2026 (hereinafter the "Property"). The Property is located in the City of Lawrenceville and is currently zoned LM (Light Manufacturing District).

The Property is owned by Purefun Properties, LLC and is occupied and operated by PureFUN! Inc. (the "Applicant"), a specialty distributor serving exclusively the childcare industry, offering childcare centers a comprehensive range of food, supplies, curriculum, and licensing-related training products. The Applicant has operated its wholesale distribution business from the Property for decades and now seeks a Special Use Permit to authorize the continued operation of its specialty wholesale distribution facility on the Property, together with the construction of an additional building of approximately 8,346 square feet to support the Applicant's continued operations.

This document is submitted as the Letter of Intent, Response to Standards Governing the Exercise of Zoning Power, and other materials required by the City of Lawrenceville Zoning Ordinance (the "Ordinance").

## II. DESCRIPTION OF THE PROPERTY AND SURROUNDING AREA

The Property consists of two tracts with frontage on Industrial Park Drive and Hosea Road. Tract 1 (420 Hosea Road) contains approximately 1.999 acres (87,077 square feet) and is improved with an existing one-story building of approximately 46,608 square feet. Tract 2 (401 Industrial Park Drive) contains approximately 2.449 acres (106,481 square feet) and is improved with an existing one-story building of approximately 26,460 square feet. The Property is served by an existing 61-space parking area, and access is provided via existing curb cuts along Industrial Park Drive and Hosea Road. The Property is located within the City's established industrial corridor along Industrial Park Drive, an area characterized by a concentration of light industrial, warehouse, and wholesale distribution uses developed under the LM (Light Manufacturing District) zoning classification. The immediately surrounding properties are generally developed with similar one-story industrial and warehouse/distribution buildings, consistent with the purpose of the LM District, which the Ordinance describes as intended to provide for a wide range of light industrial uses capable of meeting comparatively rigid nuisance-free performance standards.

The City of Lawrenceville's 2045 Comprehensive Plan recognizes the importance of the City's established industrial and distribution areas, including those served by Industrial Park Drive and the surrounding light manufacturing corridor, to the City's broader employment and economic development goals, noting the continued growth of the distribution and logistics sector

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

as an economic driver for the City and the wider region. The continued operation and modest expansion of an established, locally based wholesale distribution business within this existing industrial area is consistent with that policy direction.

## III. PROJECT SUMMARY

As shown on the Site Plan prepared by AEC, Inc., dated March 31, 2026 (hereinafter the "Site Plan"), the Applicant proposes to continue its existing wholesale distribution operation within the two existing buildings on the Property and to construct one additional one-story building of approximately 8,346 square feet situated between the two existing buildings. The Property has been used for years for the receipt, storage, and wholesale distribution of food, supplies, and related products and materials to childcare centers, and no change to that fundamental use is proposed.

The proposed additional building is intended to accommodate continued growth in the Applicant's wholesale distribution operations, including additional warehousing and staging space. The Property will continue to be served by its existing access points along Industrial Park Drive and Hosea Road and its existing 61-space parking area. The Property also includes an existing outdoor parking and turning area used by the Applicant's single-unit delivery trucks in the northwestern portion of the Property, which has been used in this manner for years in connection with the Applicant's ongoing distribution operations. As part of this Application, the Applicant proposes an additional outdoor truck parking area located near the proposed new building, to accommodate the Applicant's continued growth. Both areas are used solely to park and stage vehicles that are appurtenant to the Applicant's permitted wholesale distribution operation, and neither is used to store or display vehicles for sale. The Property is also improved with an existing dumpster enclosure that pre-dates current City standards for the siting of such enclosures, and which, due to the existing configuration and improvements on the Property, cannot practicably be relocated to the rear yard. The proposed new building is intended to be constructed using insulated metal panel ("IMP") as its primary exterior wall material, which the Applicant submits is a durable, cost-effective, and commonly used material for warehouse and distribution buildings of this type, and which will also be used on the interior wall assembly of the building regardless of the exterior material approved.

The Applicant has served the childcare industry for over two decades, growing out of its founders' own experience owning and operating childcare centers. The Applicant's mission is to help childcare providers be "better for kids" by supplying dependable, cost-effective access to the food, supplies, and training resources that licensed childcare centers depend on. Continued operation of the Applicant's distribution facility at this location allows the Applicant to continue serving childcare providers throughout the region from an established, centrally located facility.

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

## IV. REQUESTED APPROVALS AND APPLICABLE ORDINANCE PROVISIONS

In addition to the Special Use Permit described above for the continued operation of the Applicant's wholesale distribution facility and the construction of the proposed new building, the Applicant respectfully requests the following approvals, each of which is addressed to the applicable provision of the Ordinance:

(1) Special Use Permit – Continued Operation of Specialty Wholesale Distribution Facility: As described above, the Applicant requests a Special Use Permit for the continued operation of its wholesale distribution facility on the Property and the construction of the proposed 8,346-square-foot building, processed pursuant to Article 9, § 907 of the Ordinance.

(2) Special Use Permit – Existing and Proposed Outdoor Truck/Vehicle Parking Areas: Article 2, § 200.3.6 (Automobile, Truck, or Vehicle Storage Lot) directs that such uses be evaluated under § 200.3.56 (Outdoor Storage – Industrial), which requires that storage appurtenant to a permitted use be located in the side or rear yard and screened by a solid opaque fence or landscaping at least six feet in height. Article 5, § 501.B similarly requires that delivery and service vehicles be parked in the side or rear yard rather than the front yard. The Applicant's existing truck parking and turning area, and its proposed new truck parking area, do not fully conform to these siting and screening standards given the existing configuration of the Property. Accordingly, the Applicant requests a Special Use Permit authorizing the continued use of the existing truck parking area and the establishment of the proposed new truck parking area, pursuant to Article 9, § 907.

(3) Variance – Screening of New Truck Parking Area: Article 2, § 200.3.56.D requires that outdoor storage areas, including vehicle parking areas subject to that section, be screened by a solid opaque fence or landscaping at least six feet in height, with no item exceeding the height of the screening. Given the configuration of the proposed new truck parking area, including a proposed 60-foot by 14-foot sliding access gate, full compliance with a continuous six-foot opaque screen is not practicable at that location. The Applicant requests a variance from the screening requirements of § 200.3.56.D as applied to the proposed new truck parking area, and will work with City staff to develop the most effective screening design reasonably achievable at that location, which may include a combination of fencing, landscaping, and building placement.

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

(4) Variance – Location of Existing Dumpster Enclosure: The City's site development standards for off-street parking and loading areas (Article 5, § 509, which incorporates the City of Lawrenceville Development Regulations, Landscape Ordinance, Article VIII, § 8.4.3) require that dumpster and refuse enclosures be located in the rear yard and fully screened. The Property's existing dumpster enclosure predates this standard and, due to the existing building footprints, drive aisles, and loading areas on the Property, cannot practicably be relocated to the rear yard. The Applicant requests a variance to allow the existing dumpster enclosure to remain in its current location.

(5) Variance – Exterior Wall Material for Proposed Building: Article 6, § 602.A.1 (Non-Residential Minimum Architectural and Design Standards) permits metal, including insulated metal panel, only as an accent material on non-residential building facades. Article 6, § 602.A.4.a expressly provides that deviations from the permitted building materials standard may be requested by variance to the Board of Appeals. The Applicant requests such a variance to allow insulated metal panel to be used as the primary exterior wall material for the proposed new building, which the Applicant submits is a durable, cost-effective, and commonly used material for warehouse and distribution buildings of this type, consistent with the light industrial character of the surrounding area.

## V. SITE IMPACT ANALYSIS

The Applicant submits its written impact analysis which shows that the requested Special Use Permits and variances satisfy the "Standards Governing Exercise of the Zoning Power," as follows:

(A) WHETHER A PROPOSED SPECIAL USE PERMIT WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:

Yes. The proposed Special Use Permits and variances are consistent and suitable with the existing use and development of adjacent and nearby property. The Property is located within an established light industrial and distribution corridor along Industrial Park Drive, and the Applicant's continued wholesale distribution use, proposed additional building, and continued and expanded truck parking are directly compatible with the surrounding light industrial and warehouse/distribution uses in the immediate vicinity.

(B) WHETHER A PROPOSED SPECIAL USE PERMIT WILL ADVERSELY AFFECT THE EXISTING USE OR USEABILITY OF ADJACENT OR NEARBY PROPERTY:

No. The proposed approvals will not adversely affect the existing use or usability of adjacent or nearby property. The Applicant's wholesale distribution use, including its use

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

of trucks appurtenant to that operation, has operated on the Property for a number of years without disruption to neighboring uses. The proposed additional building and truck parking area will be constructed within the interior of the Property, will conform to all applicable LM District setback, height, and impervious surface requirements not otherwise addressed by the requested variances, and will not intensify traffic, noise, or other impacts beyond what is typical of surrounding light industrial and distribution uses.

(C) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED SPECIAL USE PERMIT HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:

The Property has reasonable economic use under its current LM zoning classification, which is designed to accommodate a wide range of light industrial, warehousing, and distribution uses, including the Applicant's specialty wholesale distribution operation and appurtenant truck parking. The Applicant submits this Application to formalize the continued operation of its established distribution business on the Property, including its existing and proposed truck parking, dumpster enclosure, and proposed building materials, consistent with the requirements of the Ordinance. Denial of the requested approvals would substantially interfere with the Applicant's ability to continue and grow the established business operations it has long maintained on the Property.

(D) WHETHER THE PROPOSED SPECIAL USE PERMIT WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS:

No, the proposed approvals will not result in an excessive or burdensome use of the infrastructure systems. The Property has convenient, existing access to Industrial Park Drive and Hosea Road, both of which are already improved to serve the Property's existing industrial and distribution use, including its existing truck traffic. The proposed additional building and truck parking area represent a modest expansion of an existing use and will not generate traffic, utility, or public service demands beyond what the surrounding industrial infrastructure is designed to accommodate.

(E) WHETHER THE PROPOSED SPECIAL USE PERMIT IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE LAND USE PLAN:

The proposed approvals are in conformity with the policy and intent of the City of Lawrenceville 2045 Comprehensive Plan. The Plan recognizes the importance of the City's established industrial and distribution areas to the City's continued economic development and employment base. Continued operation and modest expansion of the Applicant's wholesale distribution facility, including its associated truck parking, within this established industrial corridor is consistent with, and supportive of, that policy direction.

(F) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER THE APPROVAL OR DISAPPROVAL OF THE SPECIAL USE PERMIT PROPOSAL:

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

The Applicant submits that its long-standing, uninterrupted operation of a wholesale distribution business serving the childcare industry from the Property, together with the character of the surrounding light industrial and distribution development, provide supporting reasons for approval of the requested Special Use Permits and variances. The existing site configuration, including the location of existing buildings, drive aisles, and the dumpster enclosure, constitutes a practical constraint supporting the requested variances, and the Applicant's continued investment in, and proposed expansion of, the Property further supports approval of this Application.

## VI. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this Application for Special Use Permit and Variances be approved. The Applicant welcomes the opportunity to meet with the City of Lawrenceville Planning Department staff to answer any questions or to address any concerns relating to this Letter of Intent or supporting materials.

Respectfully submitted this 1st day of July, 2026.

**ANDERSEN, TATE & CARR, P.C.**

*Melody A. Glouton*

Melody A. Glouton, Esq.

Enclosures
MAG/dwb

4926-3583-1482, v. 1

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

ANDERSEN | TATE | CARR

July 1, 2026

**JUSTIFICATION AND RESERVATION OF RIGHTS FOR SPECIAL USE PERMIT AND VARIANCES**

**Applicant:**
Purefun Properties, LLC

**Property/Tax Parcel ID**
R5177 028 and R5177 038
±4.42 Acres of Land
Located at 401 Industrial Park Drive and 420 Hosea Road, Lawrenceville, Georgia 30046

**Submitted for Applicant by:**
Melody A. Glouton, Esq.
ANDERSEN TATE & CARR, P.C.
One Sugarloaf Centre
1960 Satellite Blvd.
Suite 4000
Duluth, Georgia 30097
770.822.0900
mglouton@atclawfirm.com



SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

## JUSTIFICATION FOR SPECIAL USE PERMIT AND VARIANCES

The Applicant respectfully submits that the "City of Lawrenceville Zoning Ordinance" (the "Ordinance"), as amended from time to time, to the extent that it would preclude the continued operation and modest expansion of the Applicant's established specialty wholesale distribution facility on the Property under the LM zoning classification, including its associated truck parking, dumpster enclosure, and proposed building materials, would, if applied to deny this Application, constitute an unconstitutional taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Denial of the requested Special Use Permits and variances would deprive the Applicant and Property owner of the ability to continue the established, reasonable, and economically viable use of the Property that the Applicant has long maintained, and would similarly deprive the Applicant of the ability to accommodate the continued growth of that established business.

Accordingly, Applicant submits that a denial of the requested approvals would constitute an arbitrary and unreasonable use of the zoning and police powers because it would bear no substantial relationship to the public health, safety, morality, or general welfare of the public and would substantially harm the Applicant and Property owner. Any such denial would constitute a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested Special Use Permits and variances would be unconstitutional and would discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the City of Lawrenceville Mayor and Council cannot lawfully impose more restrictive standards upon the continued use and development of the Property than presently exist, as to do so not only would constitute a taking of the Property as set forth above, but also would amount to an unlawful delegation of their authority, in response to any opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application meets favorably with the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. See Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322 (1977).

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

## RESERVATION OF RIGHTS

Nothing contained in this Application, this Letter of Intent, or any testimony, evidence, exhibits, staff correspondence, or other materials submitted by or on behalf of the Applicant in connection herewith shall constitute or be construed as a waiver, concession, or admission of any kind, including without limitation a waiver of any of the constitutional and legal objections set forth above. The Applicant's participation in the public hearing process, and its efforts to work cooperatively with City staff, including with respect to the screening design for the proposed new truck parking area, shall likewise not be construed as a waiver or concession that any standard of the Ordinance has not been met, or that the relief requested herein is not fully justified. The Applicant expressly reserves the right to challenge, on any ground available at law or in equity, any decision of the Mayor and Council or other decision-making body of the City disapproving this Application, in whole or in part, or approving this Application subject to any condition(s) not requested or agreed to by the Applicant.

Without limiting the foregoing, in the event the requested Special Use Permits are denied, in whole or in part, or approved subject to unacceptable conditions, the Applicant reserves the right to pursue a direct constitutional challenge to the validity of the existing zoning as applied to the Property, and/or to the validity of any conditions imposed, in the Superior Court of Gwinnett County, pursuant to O.C.G.A. §§ 36-66-3(4) and 36-66-5.1(1), through that Court's original jurisdiction over declaratory judgments (O.C.G.A. Title 9, Chapter 4) and its equity jurisdiction (O.C.G.A. Title 23), by way of de novo review.

In the event any of the requested variances are denied, in whole or in part, or approved subject to unacceptable conditions, the Applicant reserves the right to seek review of such quasi-judicial decision in the Superior Court of Gwinnett County pursuant to O.C.G.A. § 36-66-5.1(2) and Title 5 of the O.C.G.A., as applicable.

The Applicant further reserves the right to supplement or amend this Application and the record developed in support hereof, and reserves any and all other rights, claims, and defenses not expressly set forth herein, whether arising under the Constitution and laws of the State of Georgia, the Constitution and laws of the United States, or otherwise.

Respectfully submitted this 1st day of July, 2026.

**ANDERSEN, TATE & CARR, P.C.**

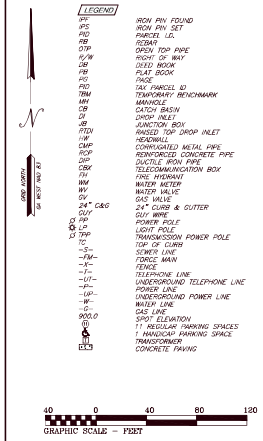
*Melody A. Glouton*

Melody A. Glouton, Esq.

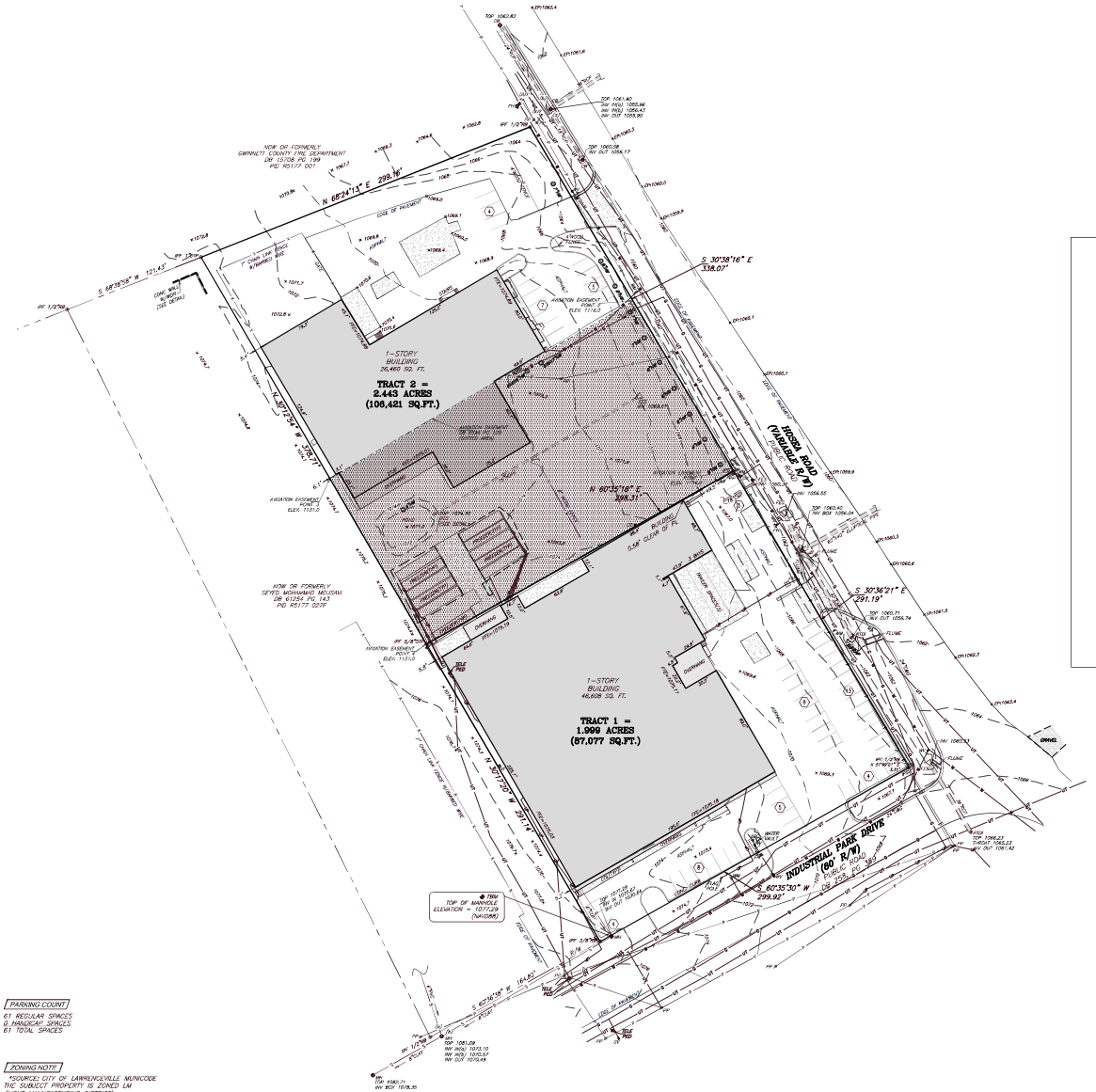
Enclosures
MAG/dwb

4926-2980-4218, v. 1

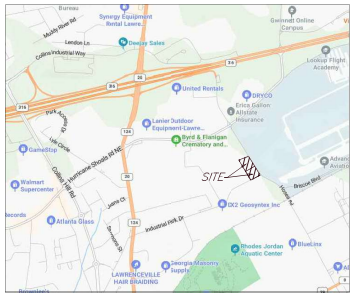
SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

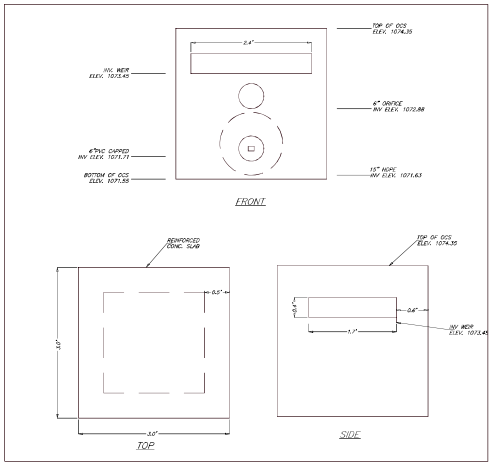



TREE LEGEND
HW HARDWOOD
TREE

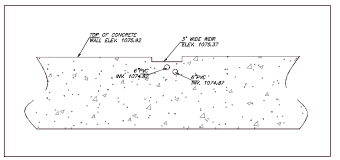



VICINITY MAP




DCS DETAIL
SCALE: 1" = 1'




WEIR WALL DETAIL
NOT TO SCALE

UNDERGROUND UTILITY NOTE

UNDERGROUND UTILITIES SHOWN WERE LOCATED AS FLAGGED BY AN UNDERGROUND UTILITY LOCATOR. TECHNICAL SURVEY SERVICES, INC. DOES NOT CERTIFY OR ASSUME RESPONSIBILITY TO THE EXACT LOCATION OR THE ACCURACY OF THE TYPE OF THOSE UTILITIES SHOWN.

TOPOGRAPHIC NOTE

THE TOPOGRAPHIC INFORMATION SHOWN, IS A GROUND RUN TOPOGRAPHIC SURVEY BY TECHNICAL SURVEY SERVICES, INC. USING TRIGONOMETRIC METHODS AND A POLE PRISM. THE VERTICAL DATUM IS NAVD 88.

REFERENCES

1. DEED BOOK 46452 PAGE 792 GWINNETT COUNTY RECORDS.
2. DEED BOOK 57529 PAGE 883
3. PLAT BOOK Q, PAGE 179

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 126,721 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A LEICA TS12 TOTAL STATION AND AN CARLSON DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 126,031 FEET.

PARKING COUNT

61 REGULAR SPACES
0 HANDICAP SPACES
61 TOTAL SPACES

ZONING NOTE

*SOURCE: CITY OF LAWRENCEVILLE MUNICODE
THE SUBJECT PROPERTY IS ZONED LM (LIGHT MANUFACTURING DISTRICT)

SETBACKS:
FRONT – 50'
SIDE – 0'
REAR – 0'
MAXIMUM BUILDING HEIGHT – 50'
MAXIMUM IMPERVIOUS SURFACE COVERAGE– 85%

FLOOD NOTE

THE SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM MAP NUMBER 13135C0074F, DATED SEPTEMBER 29, 2006. THE SUBJECT PROPERTY LIES WITHIN A ZONE X, WHICH IS DEFINED AS AREAS OUTSIDE THE 500 YEAR FLOODPLAIN.

TAX PARCEL ID

TRACT 1
R5177 028

TRACT 2
R5177 038

SITE ADDRESS

TRACT 1
420 HOSEA ROAD
LAWRENCEVILLE, GEORGIA 30046

TRACT 2
401 INDUSTRIAL PARK DRIVE
LAWRENCEVILLEM GEORGIA 30046

TITLE COMMITMENT NOTE

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. ALL EASEMENTS AND OTHER DOCUMENTS OF RECORD MAY NOT BE SHOWN ON THIS SURVEY.

SURVEYOR'S CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any 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 jurisdictions, availability of permits, compliance with local regulations or requirements, or 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 as set forth in O.C.G.A. 15-6-67.

GEORGIA REGISTERED No. 3578 LAND SURVEYOR GARY P. HIBBS

Gary P. Hibbs Jr., R.L.S. #3578 — March 4, 2026 Date

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

TSS
TECHNICAL SURVEY SERVICES, INC.
1641 Autumn Blvd, SW
Conyers, Georgia 30012
(770) 922-4393 Office
info@tss-atl.com
www.tss-atl.com

Date
Revision
No

Field Date: 03/03/2026
Plat Date: 03/04/2026
Scale: 1" = 40'

BOUNDARY SURVEY
FOR
PUREFUN PROPERTIES, LLC
LAND LOT 177 5TH DISTRICT
CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA

1
SHEET 1 OF 1

401 Industrial Park Drive

R5177 038

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 177, 5th DISTRICT, GWINNETT COUNTY, GEORGIA, BEING MORE PARTICULARLY SHOWN ON THAT SURVEY FOR PUREFUN PROPERTIES, LLC, FLAG BANK, ZIONS FIRST NATIONAL BANK, CAPITAL PARTNERS CERTIFIED DEVELOPENT COMPANY, U.S. SMALL BUSINESS ADMINISTRATION, KITCHENS, KELLEY, GAYNES AND CHICAGO TITLE INSURANCE COMPANY, PREPARED BY GRIFFIN LAND SURVEYING, INC., JEFF H. GRIFFIN, R.L.S. NO. 2503, DATED MARCH 9, 2006, LAST REVISED APRIL 25, 2006, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED X IN CURB LOCATED AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOSEA ROAD (RIGHT-OF-WAY VARIES) AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL PARK DRIVE (80 FOOT RIGHT-OF-WAY); THENCE RUNNING SOUTH 65° 28’ 41” WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL PARK DRIVE, 299.92 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING NORTH 25° 24’ 09” WEST 291.18 TO AN IRON PIN; THENCE RUNNING NORTH 65° 28’ 56” EAST 298.31 FEET TO A NAIL SET IN ASPHALT LOCATED ON THE SOUTHWESTERLY RIGHT-OF-WAY OF HOSEA ROAD; THENCE RUNNING SOUTH 25° 43’ 09” EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOSEA ROAD, 291.19 FEET TO THE POINT OF BEGINNING; HAVING IMPROVEMENTS THEREON KNOWN AS 401 INDUSTRIAL PARK DRIVE AND CONTAINING 1.999 ACRES AS SHOWN ON THE SURVEY REFERENCED ABOVE.

4896-6100-1145, v. 1

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT

420 Hosea Road

R5177 028

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 177 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA BEING PART OF TRACT "N", LAWRENCEVILLE INDUSTRIAL PARK NUMBER 1 AS RECORDED IN PLAT BOOK Q AT PAGE 179 AS RECORDED AMONG THE PUBLIC RECORDS OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

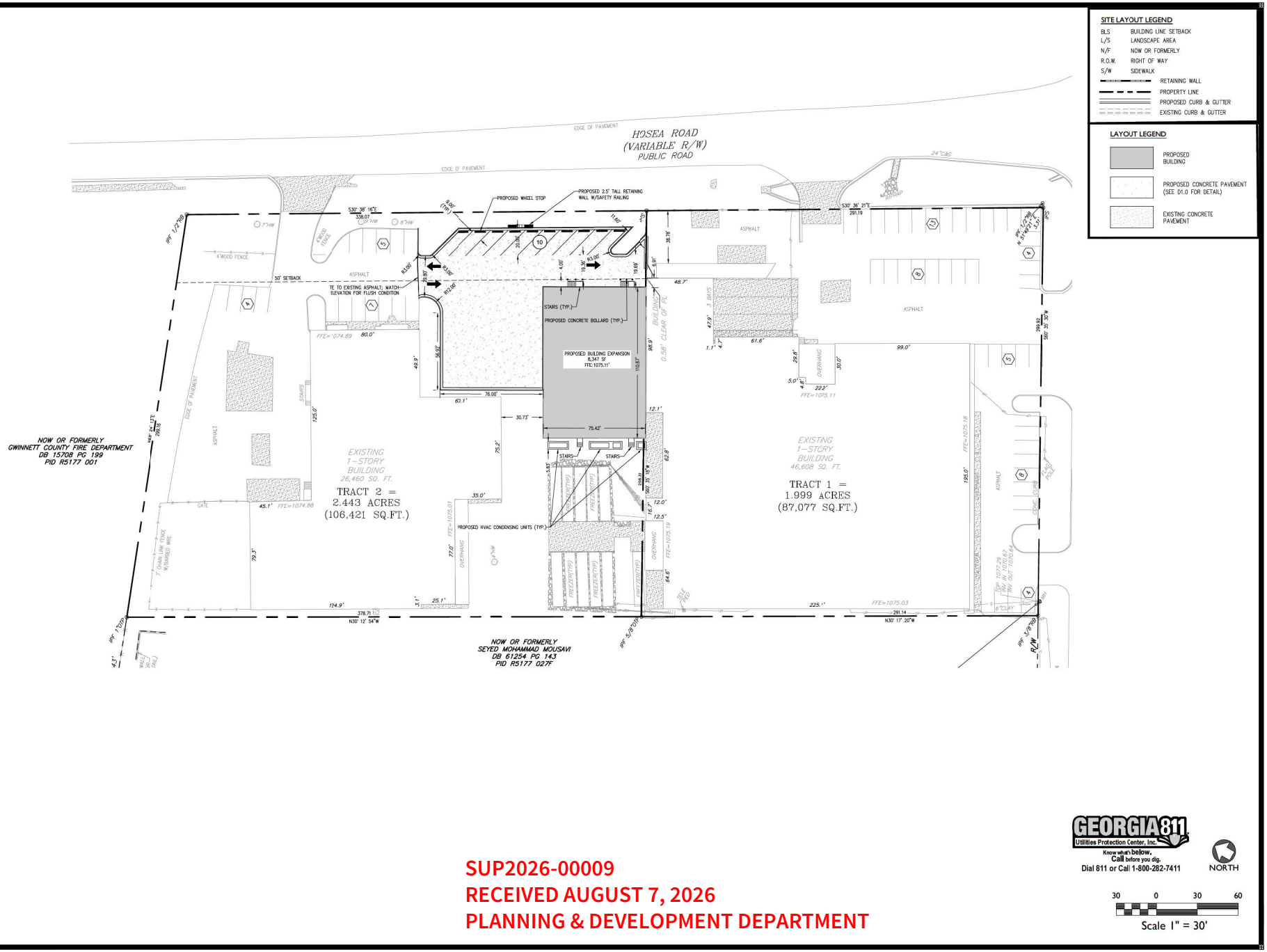
BEGINNING AT A ½ INCH REBAR ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOSEA ROAD (80'R/W) BEING 291.22 FEET NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FROM THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF INDUSTRIAL PARK DRIVE, THENCE DEPART SAID SOUTHWESTERLY RIGHT OF WAY LINE AND RUN ALONG THE NORTHWESTERLY LINE OF A TRACT OR PARCEL OF LAND NOW OR FORMERLY OWNED BY PUREFUN PROPERTIES, LLC S 60°02'09" W, A DISTANCE OF 297.31 FEET TO A ½ INCH OPEN TOP PIPE, THENCE DEPART SAID NORTHWESTERLY LINE AND RUN ALONG THE NORTHEASTERLY LINE OF A TRACT OR PARCEL OF LAND NOW OR FORMERLY OWNED BY WHITLEY'S LLC N 30°51'00" W A DISTANCE OF 371.75 FEET TO A 3/4 INCH OPEN TOP PIPE, THENCE DEPART SAID NORTHEASTERLY LINE AND RUN ALONG THE SOUTHEASTERLY LINE OF A TRACT OR PARCEL OF LAND NOW OR FORMERLY OWNED BY GWINNETT COUNTY FIRE N 67°46'09' E A DISTANCE OF 299.12 FEET TO A ½ INCH REBAR ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF HOSEA ROAD, THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE S 31°06'34" E, A DISTANCE OF 338.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 2.441 ACRES (106,310 SQUIARE FEET) MORE OR LESS.

LESS AND EXCEPT THE PROPERTY CONVEYED IN THAT CERTAIN WARRANTY DEED FROM LEWIS KNIGHT TO THE CITY OF LAWRENCEVILLE, DATED JULY 26, 1963, AND RECORDED AT DEED BOOK 200, PAGE 194, AFORESAID RECORDS.

4923-6331-2313, v. 1

SUP2026-00009
RECEIVED JULY 1, 2026
PLANNING & DEVELOPMENT DEPARTMENT




**SUP2026-00009**
**RECEIVED AUGUST 7, 2026**
**PLANNING & DEVELOPMENT DEPARTMENT**

GEORGIA811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.
Dial 811 or Call 1-800-282-7411

NORTH

30 0 30 60
Scale 1" = 30'

GEORGIA REGISTERED No. 27768 PROFESSIONAL ENGINEER CIVIL ENGINEER

AEC
Civil Engineering · Land Planning · Landscape Architecture · Water Resources · Property Services · Arborist Services
50 Warn Springs Circle
Roswell • Georgia • 30075
(770)641-1912 • www.aecatl.com

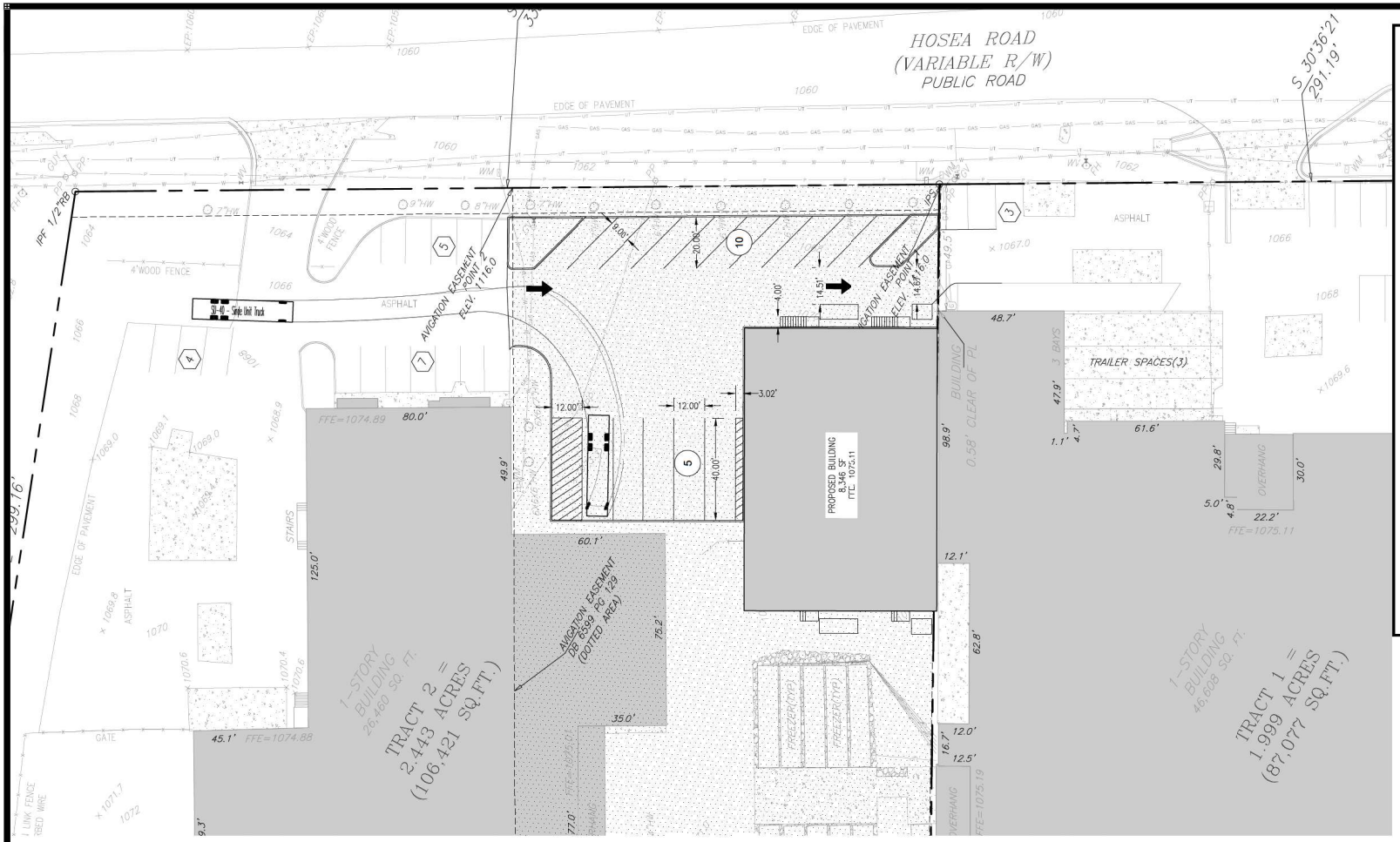
# SITE LAYOUT PLAN

PURE FUN INC. EXPANSION
401 INDUSTRIAL PARK DRIVE
LAWRENCEVILLE, GA 30046

DATE
REVISIONS
NO.
COPYRIGHT AEC, INC.

PROJECT NO.: 25-5333
CIVIL DRAWN BY: AJS, DCU
CIVIL DESIGNED BY: AJS
LANDSCAPE DRAWN BY: PLG
LANDSCAPE DESIGNED BY: PLG / JPS
CHECKED BY: CF
DATE: 08/07/2026

SHEET
C4.0




**STORM AND GRADING LEGEND**

| | |
|---|---|
| BW | BOTTOM OF WALL |
| CMP | ALUMINIZED TYPE II CORRUGATED METAL PIPE |
| CO | CLEANOUT |
| DIP | DUCTILE IRON PIPE |
| DI | DROP INLET |
| DI W/HOOD | DROP INLET WITH HOOD |
| DWCB | DOUBLE WING CATCH BASIN |
| FFE | FINISH FLOOR ELEVATION |
| GI | GRATE INLET |
| HDPE | HIGH-DENSITY POLYETHYLENE PIPE (N-12 SMOOTH INTERIOR PIPE BY NYLOPLAST) |
| HT | HEIGHT |
| HW | HEADWALL |
| INV | INVERT |
| JB | JUNCTION BOX |
| OCS | OUTLET CONTROL STRUCTURE |
| PI | PEDESTAL INLET |
| PVC | POLYVINYL CHLORIDE PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| SSMH | SANITARY SEWER MANHOLE |
| SWCB | SINGLE WING CATCH BASIN |
| TW | TOP OF WALL |
| YI | YARD INLET (NYLOPLAST OR APPROVED EQUAL) |
| + XX.X | PROPOSED SPOT GRADE |
| + XX.X | EXISTING SPOT GRADE |
| | LIMITS OF DISTURBANCE |
| | TREE PROTECTION FENCE |
| | RETAINING WALL |
| | VEHICULAR GUARD RAIL |
| | PROPOSED GRADE |
| | EXISTING GRADE |
| SS | DIP SANITARY SEWER LINE |
| SS | PVC SANITARY SEWER LINE |
| SS | EXISTING SANITARY SEWER LINE |
| | PROPOSED STORM SEWER LINE |
| | EXISTING STORM SEWER LINE |
| W | PROPOSED WATER LINE |
| W | EXISTING WATER LINE |
| | SANITARY SEWER EASEMENT |
| | STORM SEWER EASEMENT |

**CITY OF LAWRENCEVILLE GRADING NOTES:**

1. THE BASIS OF BEARING IS THE GEORGIA STATE PLAN COORDINATE SYSTEM, WEST ZONE (NAD 83.)ALL DISTANCES SHOWN HERON ARE GROUND (NOT GRID) DISTANCE. THE VERTICAL DATUM IS NAVD 88.
2. THE CITY OF LAWRENCEVILLE ASSUMES NO RESPONSIBILITY FOR FLOODING, EROSION, OR ANY OTHER STORMWATER-RELATED PROBLEMS THAT OCCUR BEYOND THE EXTENT OF THE STRICT RIGHT-OF-WAY, OR FOR THE MAINTENANCE, REPAIR, OR EXTENSION OF ANY STORM DRAIN LINES, STORM DRAIN STRUCTURES, SWALES, CHANNELS, DITCHES, OR NATURAL WATERCOURSES OUTSIDE THE CITY RIGHT-OF-WAY.
3. DEVELOPER/CONTRACTOR IS TO CLEAN OUT ACCUMULATED SILT IN DETENTION POND AT THE 2ND OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
4. THE ENGINEER WHO DESIGNED THE STORMWATER DETENTION FACILITY FOR THIS PROJECT SHALL PROVIDE A CERTIFICATION STATEMENT TO THE ENGINEERING DEPARTMENT PRIOR TO A CERTIFICATE OF COMPLETION BEING ISSUED CERTIFYING THAT THE FACILITY WAS BUILT IN ACCORDANCE WITH THE APPROVED PLANS AND HYDROLOGY STUDY.

**CITY OF LAWRENCEVILLE RETAINING WALL NOTES:**

1. EITHER SAFETY RAILING OR FENCING IS REQUIRED ALONG THE TOP OF ANY PORTION OF THE RETAINING WALL THAT IS 30" OR MORE IN HEIGHT.

NOTE: MAXIMUM ALLOWED SLOPE FOR CUT OF FILL IS 2H:1V.

GEORGIA811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.
Dial 811 or Call 1-800-282-7411

NORTH

50 0 50 100
Scale 1" = 50'

**SUP2026-00009**
**RECEIVED JULY 1, 2026**
**PLANNING & DEVELOPMENT DEPARTMENT**

LEVEL II: #29494

AEC
Civil Engineering | Water Resources
Land Planning | Property Services
Landscape Architecture | Arborist Services
50 Warn Springs Circle
Roswell • Georgia • 30075
(770)641-1912 • www.aecatl.com

SITE GRADING AND DRAINAGE PLAN

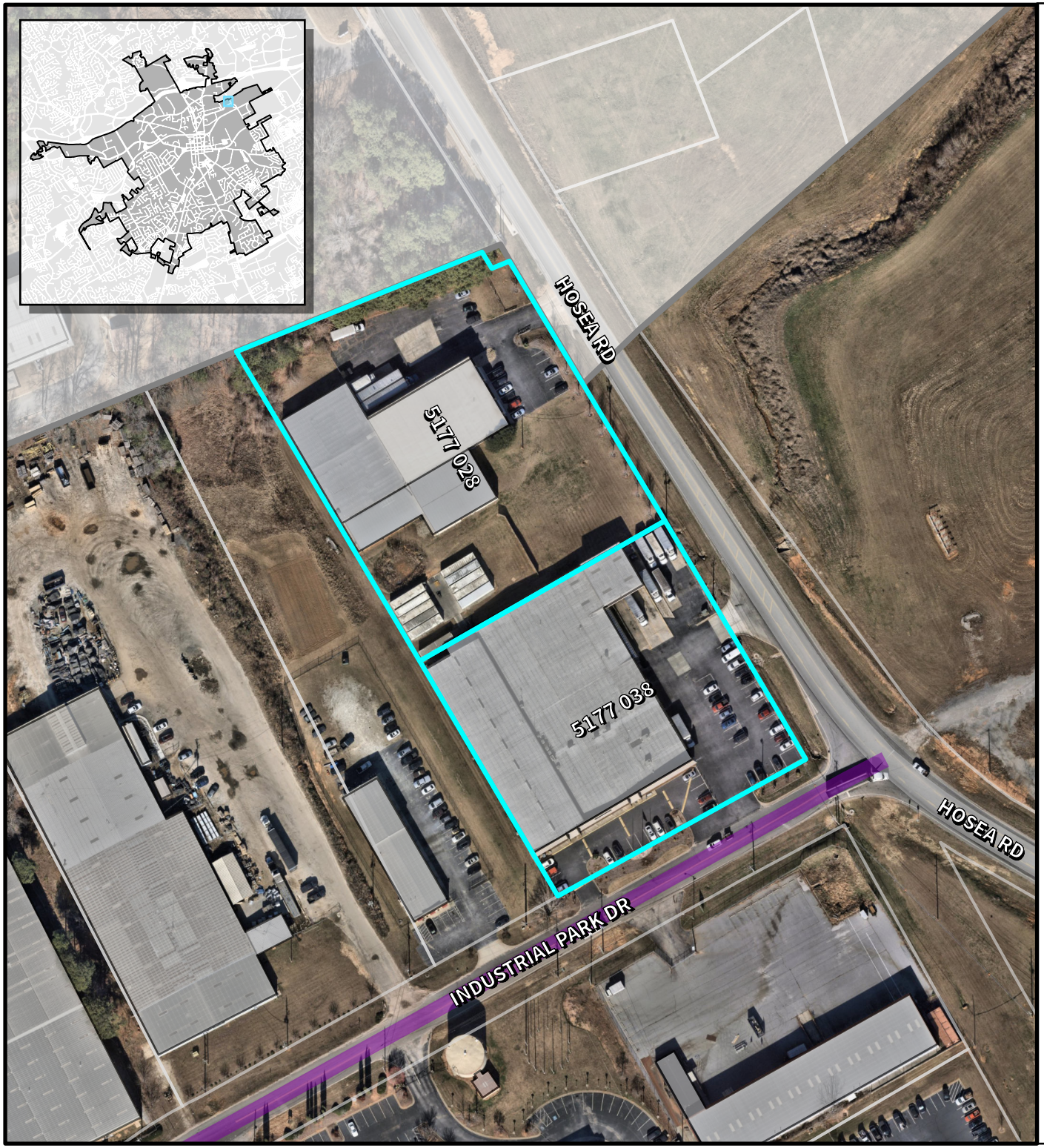
RWI EXPANSION
401 INDUSTRIAL PARK DRIVE
LAWRENCEVILLE, GA 30046

| NO. | REVISIONS | DATE |
|---|---|---|

COPYRIGHT AEC, INC.

PROJECT NO.: 24-3333
CIVIL DRAWN BY: AJS, DCJ
CIVIL DESIGNED BY: AJS
LANDSCAPE DESIGNED BY: PLG / JPS
DRAWN BY: PLG
CHECKED BY: CF
DATE: 03/01/26

SHEET
C6.0




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00009

Applicant: PureFun Properties, LLC
c/o Andersen Tate & Carr

- Subject Property (~4.42 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

| | |
|---|---|
| Imagery Date: | 01/13/2026 |
| Map Date: | 07/07/2026 |
| Map Scale: | 1:1,800 |

N

0 62.5 125 250 Feet

# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00009

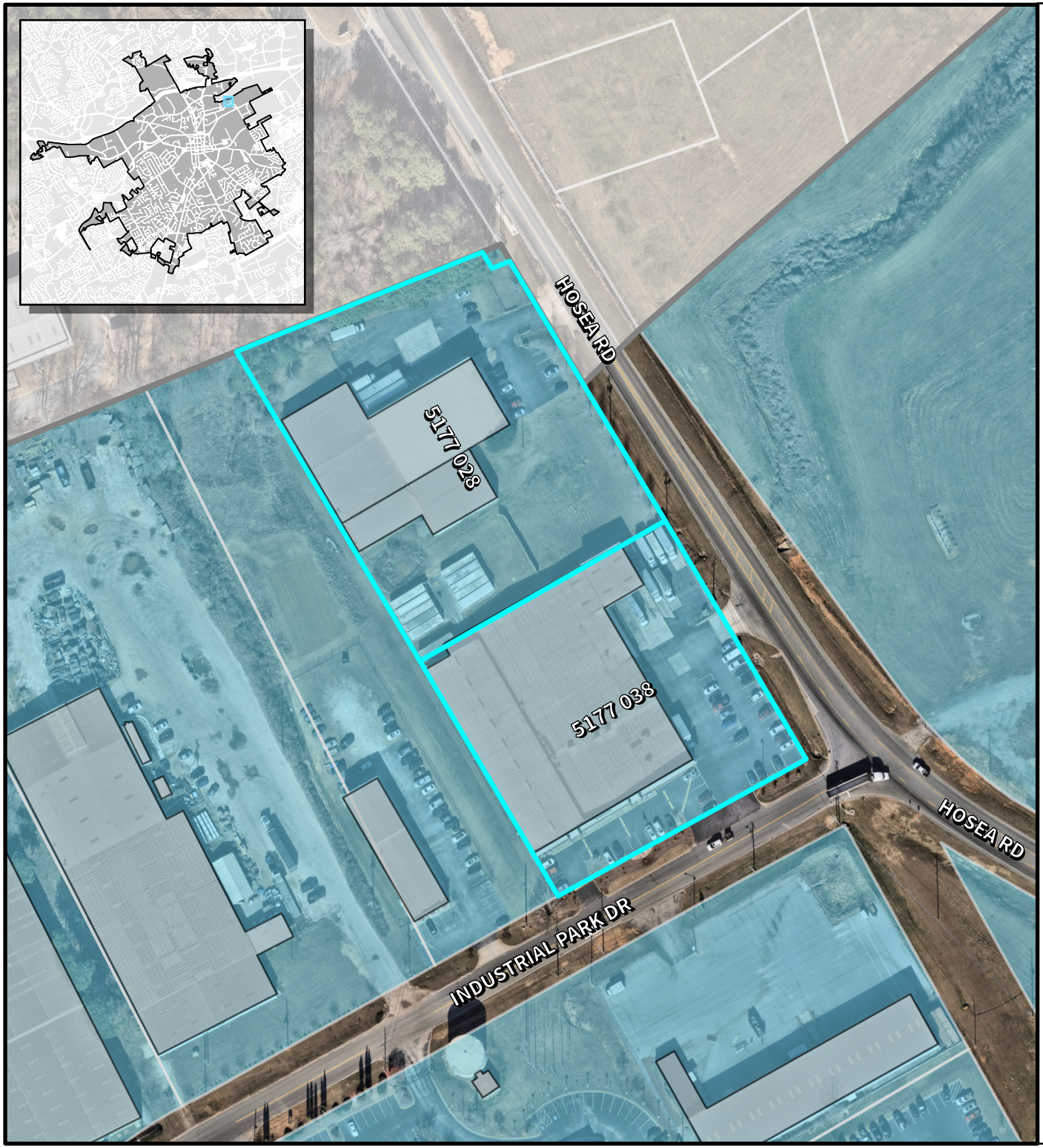
Applicant: PureFun Properties, LLC
c/o Andersen Tate & Carr

Subject Property (~4.42 acres)

Lawrenceville City Limits

**Zoning Districts**

**LM** Light Manufacturing




Imagery Date: 01/13/2026
Map Date: 07/07/2026
Map Scale: 1:1,800

N

0 62.5 125 250 Feet

# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00009

Applicant: PureFun Properties, LLC
c/o Andersen Tate & Carr

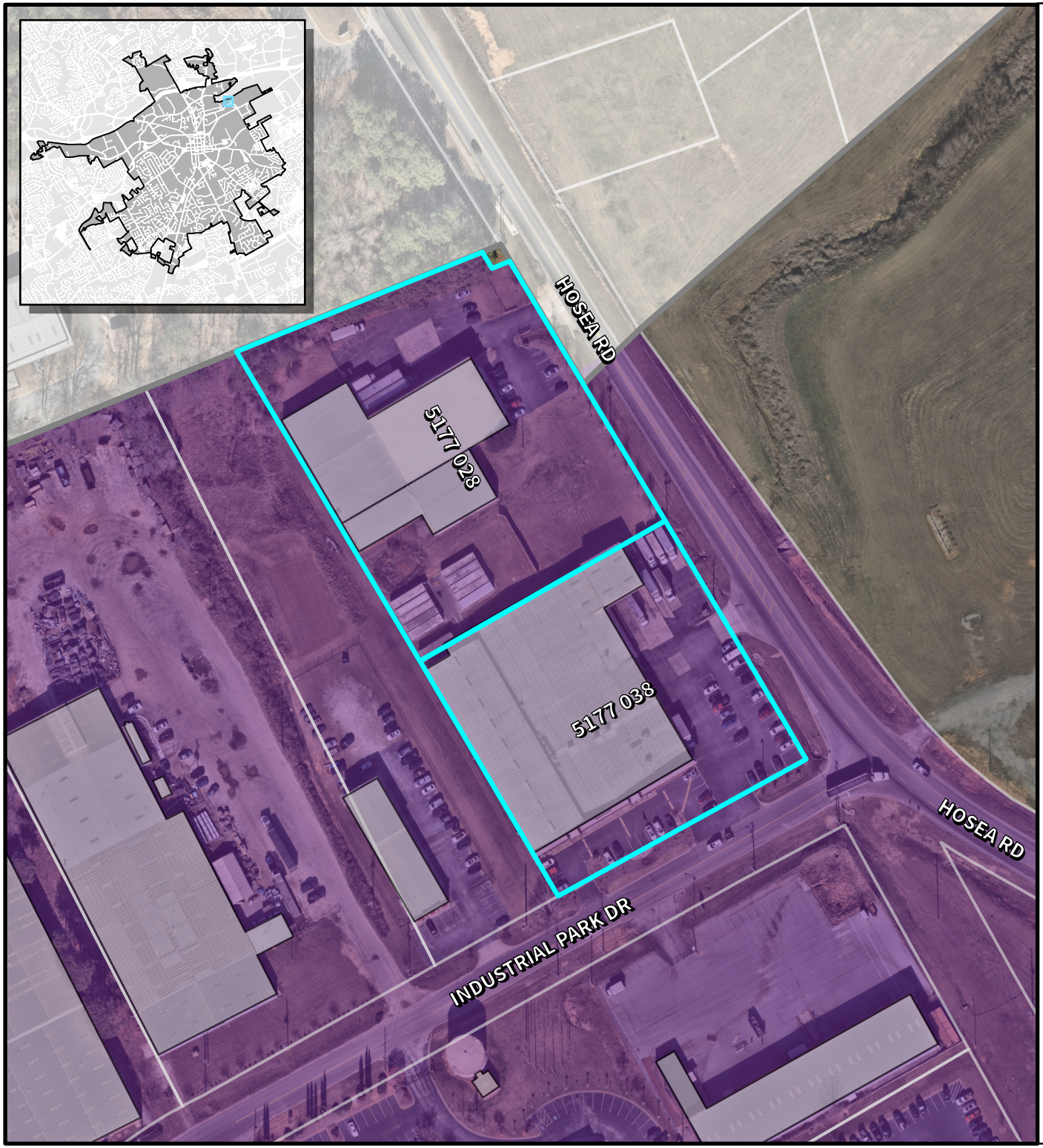
Subject Property (~4.42 acres)

Lawrenceville City Limits

**2045 Character Areas**

Industrial

Airport




| | |
|---|---|
| Imagery Date: | 01/13/2026 |
| Map Date: | 07/07/2026 |
| Map Scale: | 1:1,800 |

N

0 62.5 125 250 Feet

# LAWRENCEVILLE

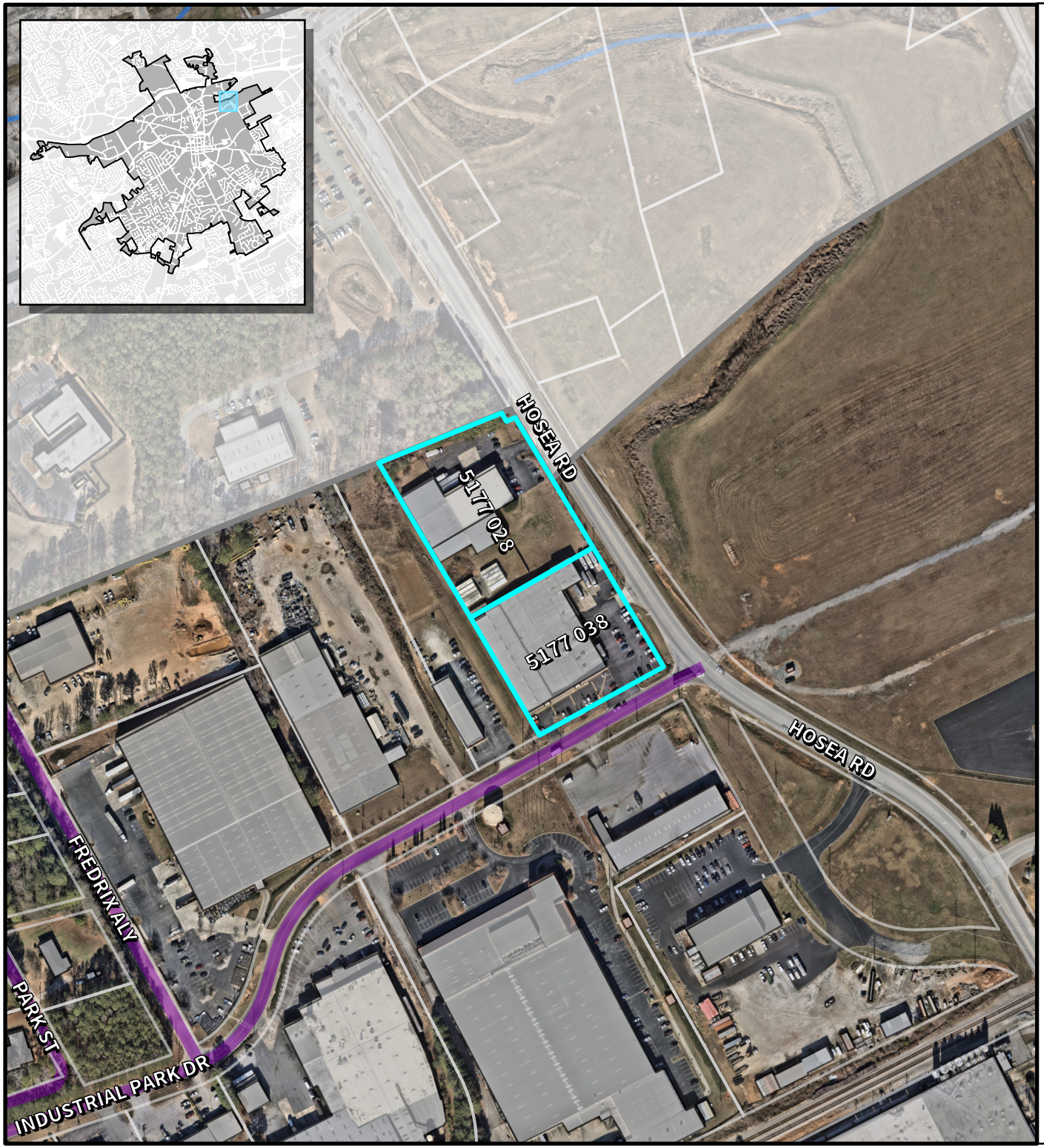
*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00009

Applicant: PureFun Properties, LLC
c/o Andersen Tate & Carr

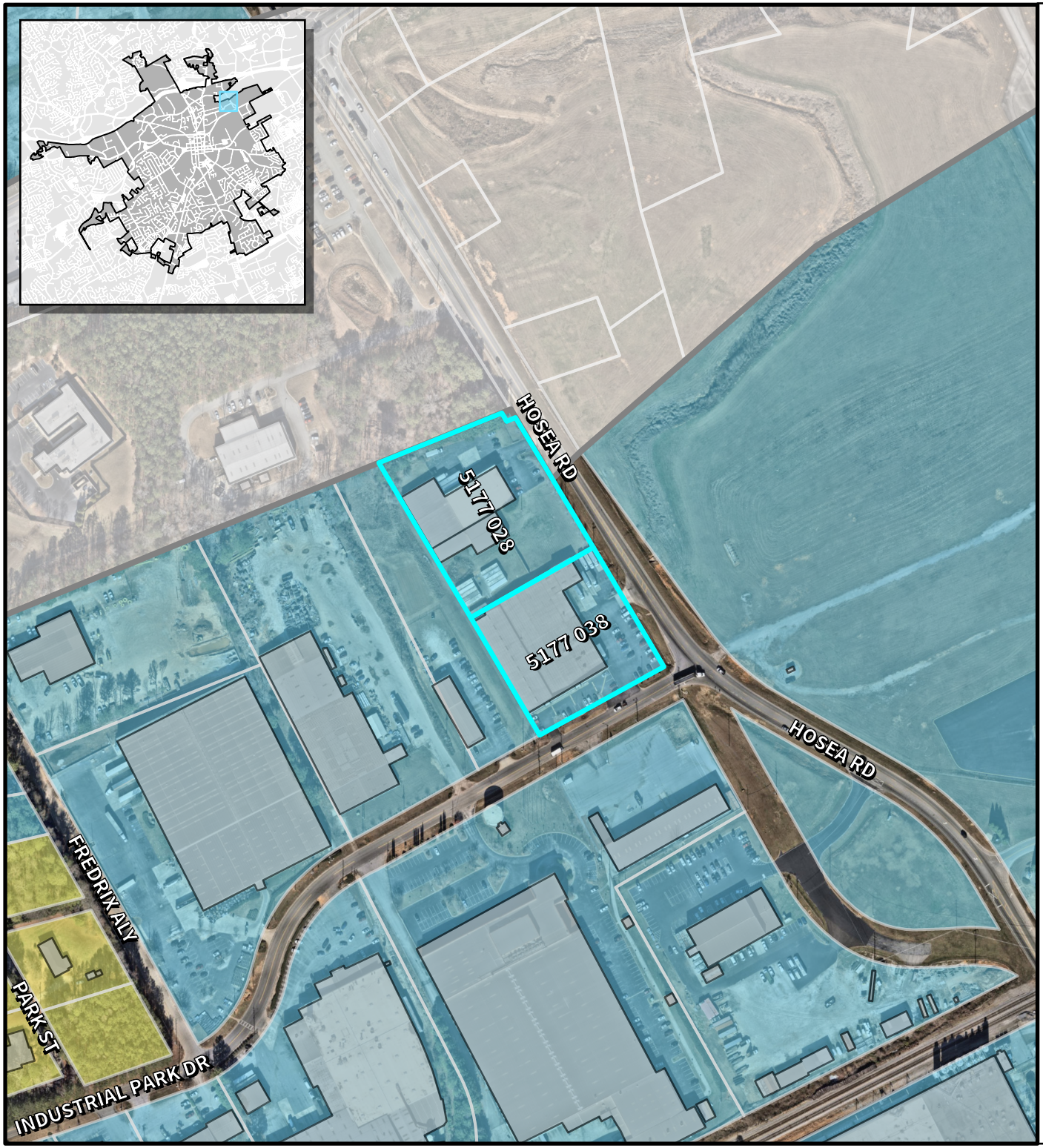
- Subject Property (~4.42 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams




| | |
|---|---|
| Imagery Date: | 01/13/2026 |
| Map Date: | 07/07/2026 |
| Map Scale: | 1:3,600 |

N

0 125 250 500 Feet




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00009

Applicant: PureFun Properties, LLC
c/o Andersen Tate & Carr

- Subject Property (~4.42 acres)
- Lawrenceville City Limits

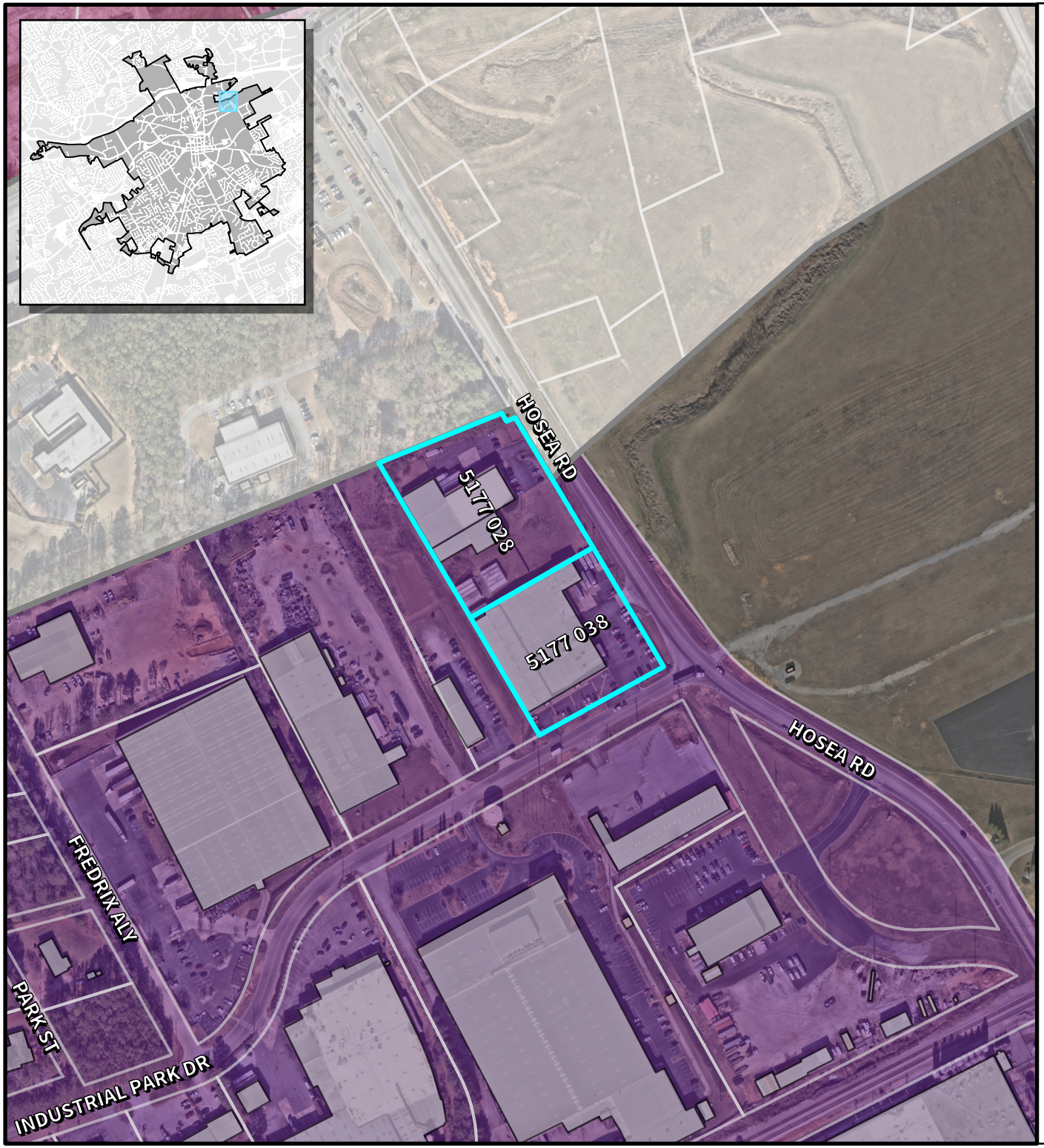
**Zoning Districts**

- **LM** Light Manufacturing
- **RS-150** Single-Family Residential

Imagery Date: 01/13/2026
Map Date: 07/07/2026
Map Scale: 1:3,600

0 125 250 500 Feet

N




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00009

Applicant: PureFun Properties, LLC
c/o Andersen Tate & Carr

- Subject Property (~4.42 acres)
- Lawrenceville City Limits

**2045 Character Areas**

- Community Mixed Use
- Industrial
- Airport

| | |
|---|---|
| Imagery Date: | 01/13/2026 |
| Map Date: | 07/07/2026 |
| Map Scale: | 1:3,600 |

0 125 250 500 Feet

N

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

| | |
|---|---|
| **Item:** | SUP2026-00010, SUP2026-00011, SUP2026-00012; 272 Hurricane Shoals LLC; 272 Hurricane Shoals Road |
| **Department:** | Planning and Development Department |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Presented By:** | Todd Hargrave, Director of Planning and Development Department |
| **Applicants Request:** | Contractor's Office, Heavy/Civil; Vehicle Storage Lot (Outdoor Storage); Parking on a Gravel Surface |
| **Planning & Development Recommendation:** | Approval with Conditions |
| **Planning Commission Recommendation:** | |

---

**Summary:** The applicant seeks approval of Special Use Permits to allow a Contractor's Office, Heavy/Civil; Vehicle Storage Lot (Outdoor Storage); and Parking on a Gravel Surface within the LM (Light Manufacturing) zoning district. The subject property presently contains long-standing industrial operations that predate the current zoning ordinance, resulting in several existing nonconforming site conditions, including gravel parking areas, unbuffered outdoor storage, and outdated screening and stormwater infrastructure. The purpose of the request is to formalize the existing outdoor storage use while establishing a clear and enforceable pathway toward full compliance with contemporary development standards.

**Attachments/Exhibits:**

- SUP2026-00010 SUP2026-00011 SUP2026-00012_ATTCHMNTS_07102026
- SUP2026-00010 SUP2026-00011 SUP2026-00012_272 HURRICANE SHOALS RD_06052026

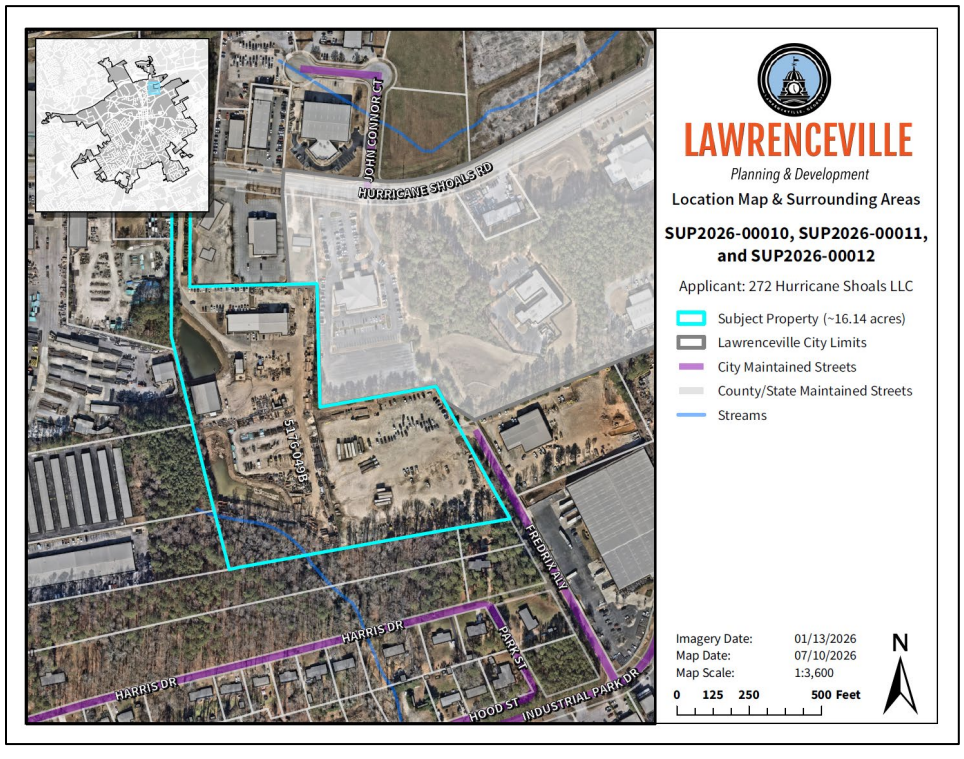
# LAWRENCEVILLE

## *Planning & Development*

## SPECIAL USE PERMIT

| | |
|---|---|
| **CASE NUMBER(S):** | **SUP2026-00010, SUP2026-00011, & SUP2026-00012** |
| **APPLICANT(S):** | 272 HURRICANE SHOALS LLC |
| **PROPERTY OWNER(S):** | 272 HURRICANE SHOALS LLC |
| **LOCATION(S):** | 272 HURRICANE SHOALS ROAD NE |
| **PARCEL IDENTIFICATION NUMBER(S):** | R5176 049B |
| **APPROXIMATE ACREAGE:** | 16.23 ACRES |
| **CURRENT ZONING:** | LM (LIGHT MANUFACTURING DISTRICT) |
| **PROPOSED DEVELOPMENT:** | CONTRACTOR'S OFFICE, HEAVY/CIVIL; VEHICLE STORAGE LOT; PARKING ON A GRAVEL SURFACE |
| **DEPARTMENT RECOMMENDATION:** | APPROVAL W/ CONDITIONS |

**VICINITY MAP**



## ZONING HISTORY

The earliest zoning records on file for the subject property circa 1960 show the property zoned as LM (Light Manufacturing District), its current zoning district. There are no Special Use Permits, Zoning Conditions, Variances, or Appeals on record for the subject property.

## PROJECT SUMMARY

The applicant seeks approval of Special Use Permits to allow a Contractor's Office, Heavy/Civil; Vehicle Storage Lot (Outdoor Storage); and Parking on a Gravel Surface within the LM (Light Manufacturing) zoning district. The subject property presently contains long-standing industrial operations that predate the current zoning ordinance, resulting in several existing nonconforming site conditions, including gravel parking areas, unbuffered outdoor storage, and outdated screening and stormwater infrastructure. The purpose of the request is to formalize the existing outdoor storage use while establishing a clear and enforceable pathway toward full compliance with contemporary development standards.

### PROPOSED SITE PLAN



**ZONING AND DEVELOPMENT STANDARDS**

The subject property consists of three structures constructed between 1979 and 1982 totaling approximately 24,420 square feet of warehouse/storage floor area with accessory offices. The property is used primarily as a contractor's office for heavy/civil construction, with most of its area serving as open gravel lots for storing materials, tools, equipment, and vehicles. Vehicular access to the subject property is provided by a primary curb cut along Hurricane Shoals Road and a secondary curb cut at the rear of the property from Frederix Alley.

The applicant proposes constructing a two-story, approximately 19,200-square-foot office building on the southeastern portion of the property, accessed from Frederix Alley. The project includes associated improvements such as a paved driveway and fifty-three (53) paved parking spaces.

Given existing conditions, three related nonconforming uses are present: (1) Contractor's Office, Heavy/Civil; (2) Vehicle Storage Lot; and (3) Parking on a Gravel Surface. Because the applicant intends to extend these uses to additional portions of the property and to a new structure, the City must address the nonconforming uses through the Special Use Permit process before further development occurs.

Article 3, Section 302 (Continuance of Nonconforming Uses) provides that nonconforming uses may continue but may not be expanded to a greater portion of the lot, into new buildings, or reestablished after discontinuance. Additionally, nonconforming uses may not transition into other nonconforming uses. As such, Special Use Permit approval is required to legally continue these uses and authorize their modification.

As such, the applicant requests approval of the following Special Use Permits:

**Article 1 Districts, Section 103.2 Use Table**

| Standard | Requirement | Proposal | Recommendation |
|---|---|---|---|
| Contractor's Office, Heavy/Civil | LM – Special Use Permit | LM – Special Use Permit | *Approval w/ Conditions* |
| Vehicle Storage Lot | LM – Special Use Permit | LM – Special Use Permit | *Approval w/ Conditions* |

**Article 5 Parking, Section 503 Paving of Surfaces, Subsection D.**

| Standard | Requirement | Proposal | Recommendation |
|---|---|---|---|
| Parking on a Graveled Surface | LM – Special Use Permit | LM – Special Use Permit | *Approval w/ Conditions* |

Further, Contractor's Offices, Heavy/Civil and Vehicle Storage Lots are both subject to the following supplementary and accessory use standards:

**200.3.56 OUTDOOR STORAGE - INDUSTRIAL**

A. Outdoor storage of items, equipment, materials, and supplies which are not offered for sale, but which are normally appurtenant to a permitted use, provided that such storage meets the following requirements:

1. Such property is not directly adjacent to a residential property.
2. Such property is not located within the boundary of the geographical area of the Lawrenceville Downtown Development Authority.
3. Storage shall be in the rear or side yard, except where any part of the property is adjacent to, or the storage is visible within a distance of two hundred and fifty (250) feet from, Pike Street, Five Forks-Trickum Road, Scenic Highway, Lawrenceville Highway, Buford Drive (Hwy. 20), Hurricane Shoals Road, Lawrenceville Suwanee Road, Sugarloaf Parkway, Grayson Highway, or Gwinnett Drive, in which case all items shall be stored in a rear yard only.
4. Stored items shall be screened by a solid opaque fence at least six (6) feet height, by landscaping creating a complete visual buffer, or by a combination of fencing and landscaping, and no item shall be placed at a height exceeding that of the screening fence or landscaping materials; and
5. Under no circumstances shall an owner or occupant of any property store any junk, scrap metal, rags, paper, or abandoned, wrecked, junked or scrap material, or any part thereof, outdoors.

The applicant requests the following variances:

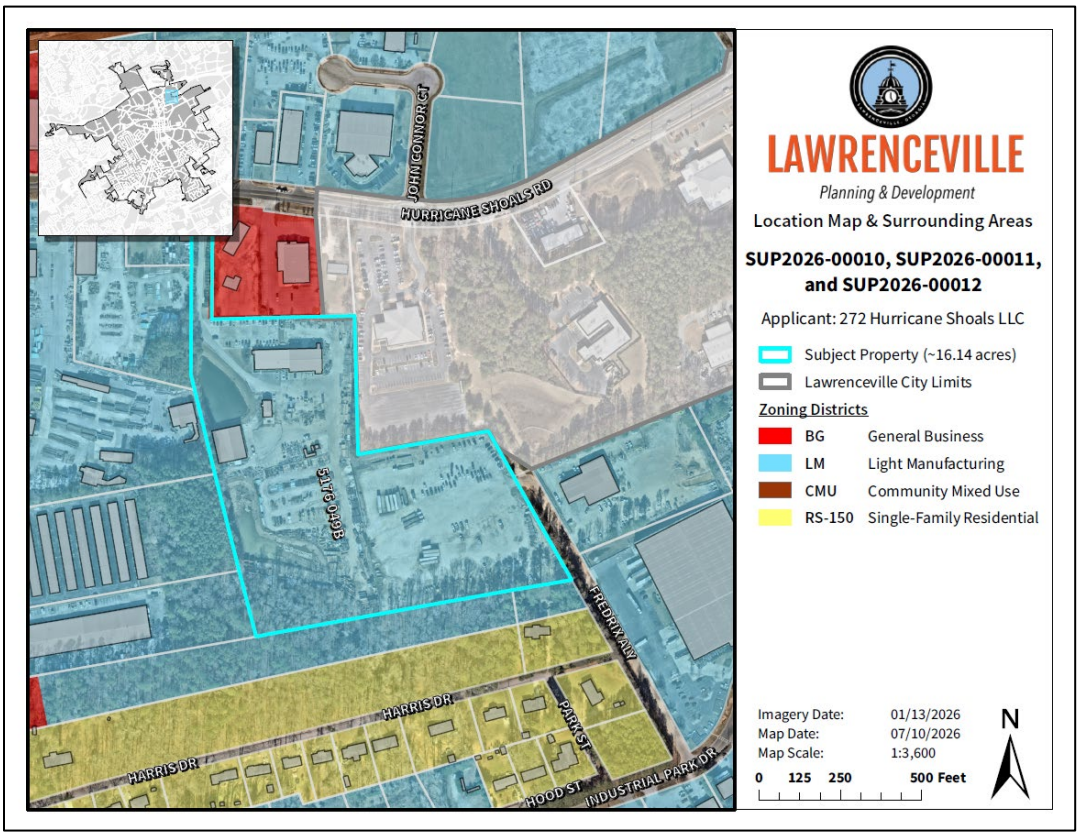
- Article 2, Section 200.3.56(A)(4) – Screening requirements for outdoor storage;
- Article 5, Section 508 – Off-street parking requirement of 77 spaces for a contractor's office;
- Article 6, Section 602(A)(1) – Architectural standards limiting metal siding to an accent material.

Approval of these variances would be inconsistent with established zoning precedent and would undermine the intent of City screening, parking, and architectural standards, which promote compatibility, visual quality, and consistent application of development regulations.

Although the applicant cites practical considerations for the screening variance, including long-standing conditions, limited traffic on Frederix Alley, and operational needs, these factors do not constitute a hardship or justify deviation from ordinance requirements. Similarly, while the applicant argues that pre-engineered metal siding is typical in the LM district and proposes a brick water table to mitigate the appearance, the request remains inconsistent with the City's architectural standards.

Given the longstanding purpose and consistent application of screening, parking, and architectural requirements in the LM district, staff does not recommend approval of the requested variances. Compliance alternatives such as updated fencing, enhanced landscaping, and conforming exterior materials may be pursued through the phased site improvement program included in the recommended conditions of zoning.

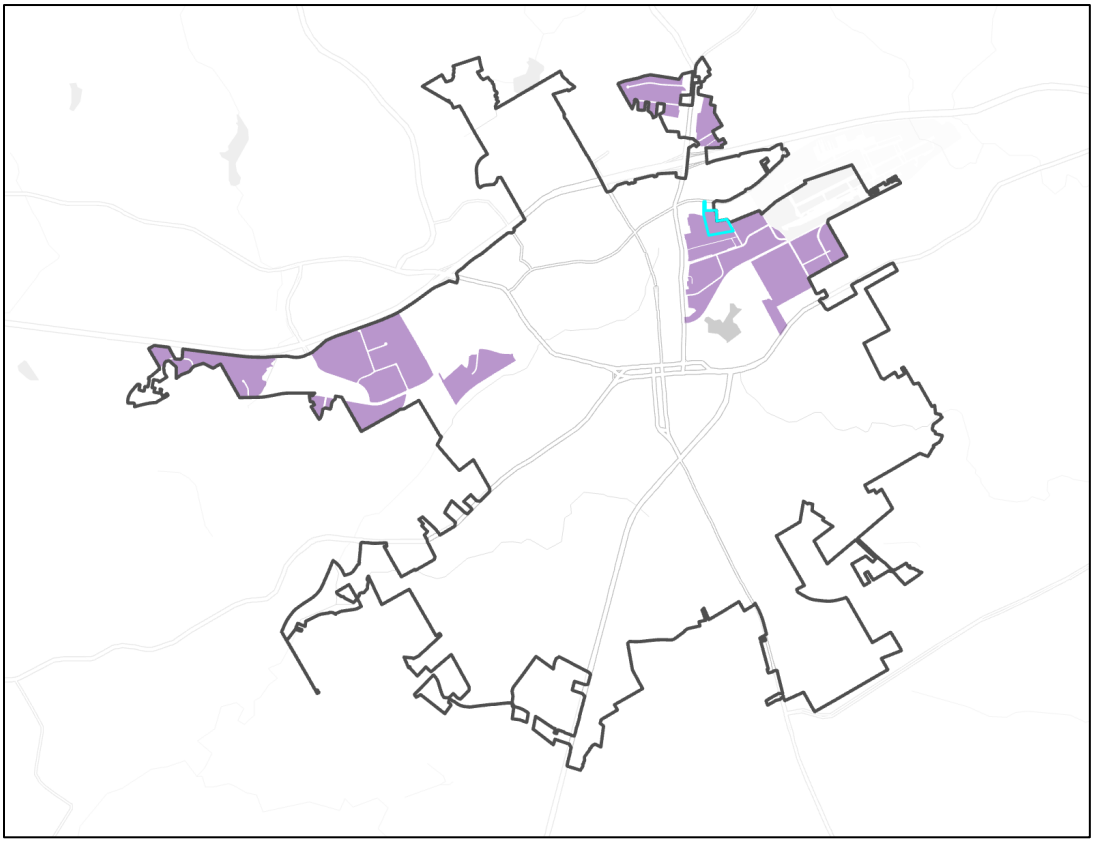
**CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP**




**SURROUNDING ZONING AND USE**

The surrounding area is predominantly industrial, containing a mix of recycling facilities, contractor offices, equipment dealers, and warehouse uses within LM zoning. To the east, the Gwinnett Fire Department headquarters occupies M-1 (County Light Industrial) zoning. A funeral home zoned BG is located to the north, and RS-150 single-family dwellings lie farther south but are buffered by a separate LM-zoned parcel approximately 100–125 feet in width. The overall area exhibits a stable industrial development pattern, making the requested SUP appropriate with conditions.

**FUTURE LAND USE PLAN MAP**



**2045 COMPREHENSIVE PLAN**

The property lies within the Industrial Character Area, which encourages employment-generating industrial and office uses and supports modern light industrial facilities. The proposed improvements align with the intent of the Comprehensive Plan and represent reinvestment in an established industrial corridor.

**STAFF RECOMMENDATION**

Recognizing the established industrial character of the area and the continued suitability of the property for contractor-related activities, staff finds the use generally appropriate within the LM district. However, modernization of the site is necessary to ensure consistency with current ordinance requirements, improve site functionality, and mitigate potential impacts to surrounding properties. To accomplish this, staff recommends approval of the Special Use Permit subject to conditions that provide both regulatory clarity and a structured compliance framework.

The proposed conditions require that:

- Existing outdoor storage and related nonconforming site conditions may remain temporarily only as existing nonconforming uses,
- All newly constructed improvements must fully comply with current City development regulations, and
- The entire nonconforming portion of the site must transition into full compliance through a formal phased improvement program occurring over a period not to exceed five (5) years.

Notably, outdoor storage is **strictly prohibited** within the portion of the property designated for redevelopment, thereby ensuring that the new development area upholds modern standards from the outset.

The phased compliance structure requires the applicant to submit a detailed Phased Compliance Plan within six months of approval and to document progress annually. This approach provides the City with clear oversight while ensuring practical flexibility for the operator. Staff find that this compliance methodology is consistent with past City practice for legacy industrial sites and is appropriate given the scale and condition of the subject property.

Based on the property's existing industrial function, compatibility with surrounding uses, and the inclusion of conditions that will transition the site into full ordinance compliance, staff recommend **APPROVAL WITH CONDITIONS** of the Special Use Permit.

**CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**

**ENGINEERING DEPARTMENT**

No comment

**PUBLIC WORKS**

No comment

**ELECTRIC DEPARTMENT**

This location is served by Lawrenceville Power.

**GAS DEPARTMENT**

This location is served by Lawrenceville Gas.

**DAMAGE PREVENTION DEPARTMENT**

No comment

**CODE ENFORCEMENT**

No comment

**STREET AND SANITATION DEPARTMENT**

No comment

**STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:**

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

   The requested Special Use Permits are suitable within the context of the surrounding industrial area. Adjacent and nearby properties predominantly contain contractor's offices, warehouses, equipment suppliers, and similar light-industrial operations. Formalizing the existing contractor's office, outdoor storage and gravel parking, subject to strict conditions and phased compliance, aligns with the established industrial development pattern and ensures compatible use of the property.

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

   The proposal is not expected to adversely affect nearby properties. The use is consistent with surrounding industrial operations and remains buffered from residential areas by intervening LM-zoned land. The phased improvement requirements and prohibition of outdoor storage and gravel parking in the redevelopment area further reduce the potential for negative impacts and enhance long-term site compatibility.

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

   The property has long maintained reasonable economic use under LM zoning, functioning in heavy/civil contractor operations and associated outdoor storage and gravel parking for decades. The Special Use Permits do not introduce new uses but formalize existing ones and provide a structured compliance process that enables continued viability while transitioning the site toward ordinance conformity.

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

   The proposed Special Use Permits are not expected to create an excessive burden on public infrastructure. The operations are established, and traffic patterns associated with contractor offices and material storage already utilize existing driveways on Hurricane Shoals Road and Frederix Alley. Required site improvements will further support orderly circulation, safety, and utility compliance during redevelopment.

5. **Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

   The request aligns with the 2045 Comprehensive Plan, which designates the property within the Industrial Character Area. The plan encourages employment-generating industrial and office uses in suitable locations, and the proposed conditions promote reinvestment and modernization of the industrial corridor while maintaining its established function.

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

   The property contains long-standing nonconforming industrial uses that require formal authorization and improvement. The phased compliance schedule, prohibition of outdoor storage within the redevelopment area, and required conformance for new construction provide a clear path toward full modernization while preserving operational continuity. These changing conditions, combined with the denial of unrelated variance requests, support approval of the Special Use Permits with conditions and ensure alignment with the City's long-term regulatory and development objectives.

# LAWRENCEVILLE

## Planning & Development

**PLANNING AND DEVELOPMENT DEPARTMENT**

**RECOMMENDED CONDITIONS_08032026**

**SUP2026-00010**

Approval of the Special Use Permit to allow a Contractor's Office, Heavy/Civil in an LM (Light Manufacturing) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   The Special Use Permit shall authorize only a Contractor's Office, Heavy/Civil, together with customary accessory office and administrative functions.

2. **To satisfy the following site development considerations:**

   All newly constructed buildings, structures, parking areas, driveways, storage areas, and associated site improvements shall fully comply with all current City of Lawrenceville zoning, development, stormwater, and building regulations at the time of permitting and construction.

3. **Phased Compliance for Existing Nonconforming Site Conditions:**

   **A. Phased Compliance for Existing Areas.**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, outdoor storage of vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, shall be brought into full compliance with current regulations within a phased period not to exceed five (5) years from the date of Special Use Permit approval.

   **B. Phased Compliance Plan Required.**

   Within six (6) months of Special Use Permit approval, the applicant shall submit a Phased Compliance Plan to the Planning & Development Department for review and approval.

   The plan shall:

   1. Identify all existing nonconforming conditions;
   2. Provide corrective actions for each condition;
   3. Establish annual milestones demonstrating progressive improvement;
   4. Demonstrate full completion within three (3) to five (5) years.

   **C. Annual Progress Reporting.**

The applicant shall submit an annual report to the Planning & Development Department summarizing completed improvements, upcoming compliance actions, and overall status of the phased plan. Staff may conduct site inspections to verify progress.

**D. Failure to Meet Milestones.**

Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized by City code.

**E. Completion Certification.**

Upon completion of all phased corrective actions, the applicant shall obtain written certification from the Planning & Development Department confirming that the site has been fully brought into compliance with applicable regulations.

# LAWRENCEVILLE

## Planning & Development

**PLANNING AND DEVELOPMENT DEPARTMENT**

**RECOMMENDED CONDITIONS_08032026**

**SUP2026-00011**

Approval of the Special Use Permit to allow a Vehicle Storage Lot (Outdoor Storage) in an LM (Light Manufacturing) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, existing outdoor storage of materials, equipment, and vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, may remain in their current form only as existing nonconforming conditions.

   These conditions shall be brought into full compliance with current regulations through a phased compliance schedule not to exceed five (5) years from the date of Special Use Permit approval.

   Outdoor storage of any kind shall be strictly prohibited within the portion of the property designated for redevelopment as illustrated on the site plan received June 5, 2026.

2. **To satisfy the following site development considerations:**

   All newly constructed buildings, structures, parking areas, driveways, storage areas, and associated site improvements shall fully comply with all current City of Lawrenceville zoning, development, stormwater, and building regulations at the time of permitting and construction.

3. **Phased Compliance for Existing Nonconforming Site Conditions:**

   **A. Phased Compliance for Existing Areas.**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, outdoor storage of vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, shall be brought into full compliance with current regulations within a phased period not to exceed five (5) years from the date of Special Use Permit approval.

   **B. Phased Compliance Plan Required.**

   Within six (6) months of Special Use Permit approval, the applicant shall submit a Phased Compliance Plan to the Planning & Development Department for review and approval.

   The plan shall:

1. Identify all existing nonconforming conditions;
2. Provide corrective actions for each condition;
3. Establish annual milestones demonstrating progressive improvement;
4. Demonstrate full completion within three (3) to five (5) years.

**C. Annual Progress Reporting.**

The applicant shall submit an annual report to the Planning & Development Department summarizing completed improvements, upcoming compliance actions, and overall status of the phased plan. Staff may conduct site inspections to verify progress.

**D. Failure to Meet Milestones.**

Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized by City code.

**E. Completion Certification.**

Upon completion of all phased corrective actions, the applicant shall obtain written certification from the Planning & Development Department confirming that the site has been fully brought into compliance with applicable regulations.

# LAWRENCEVILLE

## Planning & Development

**PLANNING AND DEVELOPMENT DEPARTMENT**

**RECOMMENDED CONDITIONS_08032026**

**SUP2026-00012**

Approval of the Special Use Permit to allow Parking on a Gravel Surface in an LM (Light Manufacturing) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, existing outdoor storage of materials, equipment, and vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, may remain in their current form only as existing nonconforming conditions.

   These conditions shall be brought into full compliance with current regulations through a phased compliance schedule not to exceed five (5) years from the date of Special Use Permit approval.

   Parking on a Gravel Surface of any kind shall be strictly prohibited within the portion of the property designated for redevelopment as illustrated on the site plan received June 5, 2026.

2. **To satisfy the following site development considerations:**

   All newly constructed buildings, structures, parking areas, driveways, storage areas, and associated site improvements shall fully comply with all current City of Lawrenceville zoning, development, stormwater, and building regulations at the time of permitting and construction.

3. **Phased Compliance for Existing Nonconforming Site Conditions:**

   **A. Phased Compliance for Existing Areas.**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, outdoor storage of vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, shall be brought into full compliance with current regulations within a phased period not to exceed five (5) years from the date of Special Use Permit approval.

   **B. Phased Compliance Plan Required.**

   Within six (6) months of Special Use Permit approval, the applicant shall submit a Phased Compliance Plan to the Planning & Development Department for review and approval.

   The plan shall:

1. Identify all existing nonconforming conditions;
2. Provide corrective actions for each condition;
3. Establish annual milestones demonstrating progressive improvement;
4. Demonstrate full completion within three (3) to five (5) years.

**C. Annual Progress Reporting.**

The applicant shall submit an annual report to the Planning & Development Department summarizing completed improvements, upcoming compliance actions, and overall status of the phased plan. Staff may conduct site inspections to verify progress.

**D. Failure to Meet Milestones.**

Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized by City code.

**E. Completion Certification.**

Upon completion of all phased corrective actions, the applicant shall obtain written certification from the Planning & Development Department confirming that the site has been fully brought into compliance with applicable regulations.

RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT
SUP2026-00010, SUP2026-00011, AND SUP2026-00012

# LAWRENCEVILLE
GEORGIA

## SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION* |
|---|---|
| NAME: 272 Hurricane Shoals LLC | NAME: 272 Hurricane Shoals LLC |
| ADDRESS: 2827 Peachtree Rd NE, #630 | ADDRESS: 2827 Peachtree Rd NE, #630 |
| CITY: Atlanta | CITY: Atlanta |
| STATE: GA ZIP: 30305 | STATE: GA ZIP: 30305 |
| PHONE: 678-534-7810 | PHONE: 678-534-7810 |

CONTACT PERSON: Brandon Arnold PHONE: 678-534-7810

CONTACT'S E-MAIL: barnold@mitchelldstephens.com

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

ZONING DISTRICT(S): LM ACREAGE: 16.229

PARCEL NUMBER(S): R5176 049B

ADDRESS OF PROPERTY: 272 Hurricane Shoals Rd NE, Lawrenceville, GA 30046

PROPOSED SPECIAL USE: Contractors Office

| | |
|---|---|
| 6/2/26 | 6/2/26 |
| SIGNATURE OF APPLICANT DATE | SIGNATURE OF OWNER DATE |
| Mitchell Stephens, as Manager | Mitchell Stephens, as Manager |
| TYPED OR PRINTED NAME | TYPED OR PRINTED NAME |
| 6/3/26 | 6/3/26 |
| NOTARY PUBLIC DATE | NOTARY PUBLIC DATE |

CATHERINE STEPHENS NOTARY PUBLIC FULTON COUNTY GA MY COMMISSION EXPIRES

CATHERINE STEPHENS NOTARY PUBLIC FULTON COUNTY GA

RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT
SUP2026-00010, SUP2026-00011, AND SUP2026-00012

# LAWRENCEVILLE
GEORGIA

## 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 to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NONE ($0)
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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 of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NONE ($0)
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT
SUP2026-00010, SUP2026-00011, AND SUP2026-00012

# LAWRENCEVILLE
GEORGIA

## VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE CITY OF LAWRENCEVILLE, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER: (Map Reference Number) 5th (District) - 176 (Land Lot) - R5176 049B (Parcel)

Signature of Applicant — Date: 6/2/26

Mitchell Stephens, Manager
Type or Print Name and Title

***PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.***

**REVENUE TECHNICIAN'S USE ONLY**

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

Binh Tran
NAME

TSA
TITLE

6-3-2026
DATE

016BNT

# LETTER OF INTENT AND JUSTIFICATION FOR SPECIAL USE PERMIT AND RELATED VARIANCES

June 5, 2026

**Special Use Permit Application**
**City of Lawrenceville, Georgia**

**Applicant:**

272 Hurricane Shoals, LLC

**Property:**

Gwinnett Count Tax Parcel ID R5176 049B
±16.29 Acres of Land
Located at 272 Hurricane Shoals Road NE, Lawrenceville, GA 30046

**SUP for Contractors Office, Heavy/Civil with Gravel Parking Surface in the LM Zoning District With Related Variances**

**Submitted on behalf of Applicant by:**

Brandon C. Arnold, Esq.
272 Hurricane Shoals, LLC
2827 Peachtree Road, Suite 630
Atlanta, Georgia 30305
barnold@mitchelldstephens.com

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

## I. INTRODUCTION

272 Hurricane Shoals LLC ("Applicant"), as owner of an approximately 16.29-acre parcel of land located within the City of Lawrenceville ("Lawrenceville") in Land Lot 176 of the 5th District of Gwinnett County Georgia, and referred to as 272 Hurricane Shoals Road NE, Lawrenceville, Georgia 30046 (the "Property"), respectfully submits this Letter of Intent in support of its request for two Special Use Permits (the "SUPs") and two concurrent variances in the LM Light Manufacturing District.

The first SUP request seeks approval for a Contractors Office, Heavy/Civil use, pursuant to Article 1, Section 103.2 of the City of Lawrenceville Zoning Ordinance. The second SUP request seeks approval to allow gravel surfacing for certain parking areas on the Property, pursuant to Article 5, Section 503(d) of the Zoning Ordinance, to the extent required in connection with the outdoor storage areas on the Property. Parking spaces serving the office building will be paved in accordance with standard requirements.

The two concurrent variances address: (1) relief from the exterior wall design standards of Article 6, Section 602(A)(1)(a), to allow corrugated steel panel cladding as the primary exterior wall material; and (2) relief from the solid opaque fencing requirement of Article 2, Section 200.3.55(D), to allow an existing chain link gate and small attached fencing section at the western/southern access point to remain.

The proposed development will replace an existing storage yard with a newly constructed, permanent office building to serve as the offices of a heavy/civil contractor. The proposed use represents a substantial improvement to the Property, is consistent with the historical use of the Property, and is consistent with the LM district's purpose of providing for a wide range of light industrial uses.

## II. DESCRIPTION OF THE PROPERTY AND SURROUNDING AREA

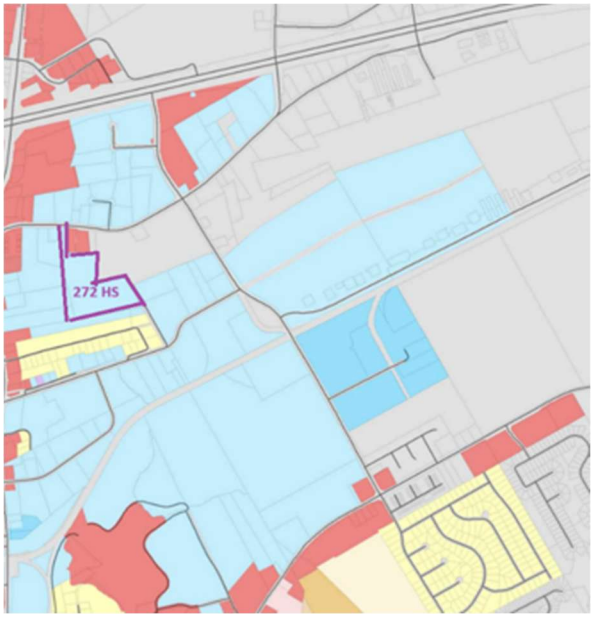
The Property consists of approximately 16.29 acres of land located in Land Lot 176 of the 5th District of Gwinnett County, Georgia, within the City of Lawrenceville, and is addressed as 272 Hurricane Shoals Road NE, Lawrenceville, Georgia 30046. The Property is zoned LM Light Manufacturing District. The northern portion of the Property contains existing warehouse and office structures and is accessed via Hurricane Shoals Road NE through a narrow panhandle corridor approximately 450 feet in length. The southern portion, where the proposed development will take place, has been used for outdoor storage for many years and is accessed via Fredrix Alley NE, which serves multiple adjacent LM-zoned properties in the area.

The surrounding area reflects a well-established light industrial and commercial development pattern consistent with the LM designation. Properties to the east and south are zoned LM, with some RS-180 single-family residential interspersed to the south. Properties to the

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

northwest and west are zoned General Business (BG). RS-180 residential properties front the west side of Fredrix Alley NE; however, those properties have no access points from Fredrix Alley NE and are separated from the primary development area of the Property by approximately 750 feet, approximately 300 feet of which consists of dense tree cover providing natural screening.

An excerpt of the official City of Lawrenceville zoning map depicting the Property and the surrounding zoning and development pattern is included:




The Property is located within the Industrial character area of the City of Lawrenceville 2045 Character Areas Map.



As described further in Section IV below, the proposed office building use and continued use of the Property for outdoor storage are consistent with the Industrial character area designation and advance several of the City's stated economic development and workforce goals.

## III. PROJECT SUMMARY

The proposed development does not represent a significant departure from the existing use and character of the Property. Outdoor storage has been conducted on the southern portion of the Property for many years, and a contractors office has operated on the Property for many years as well. The SUPs and variances sought herein are intended to formalize these long-standing uses and, in the case of the contractors office, are sought out of an abundance of caution. The primary change to the Property is the construction of a new, permanent office building on the southern portion, which represents an improvement to the Property consistent with its historical and continuing use.

The Applicant proposes to construct a new pre-engineered metal office building on the southern portion of the Property. The proposed building has a steel structure, corrugated steel panel cladding, a brick water table banding detail at the base, and a concrete slab foundation. The building measures approximately 120 feet in length, 80 feet in width, and 40 feet in height. Architectural elevation drawings are included with this application and incorporated herein by reference. Final building colors, door styles, finish selections, and other design details will be confirmed at the time of building permit submission and, while the finished design may vary from current plans, is expected to be generally consistent therewith.

Parking spaces serving the office building will be paved in accordance with standard requirements. Gravel surfacing is proposed for areas associated with outdoor storage on the Property, consistent with the long-standing industrial use of those areas and as authorized by Article 5, Section 503(d) upon approval by City Council.

## IV. CONSISTENCY WITH THE LAWRENCEVILLE 2045 COMPREHENSIVE PLAN

The Property is located within the Industrial character area of the City of Lawrenceville 2045 Character Areas Map. The 2045 Comprehensive Plan describes the Industrial character area as one that leverages its location along SR 316 and the growing distribution and technology industries, supporting a variety of job types with a focus on skilled jobs in Class A office space and modern light industrial facilities. The Property is located approximately 0.4 miles from SR 316, directly within the corridor the Plan identifies as a target for light industrial business attraction. The proposed development—a permanent office building for a heavy/civil contractor on a long-established light industrial property—is precisely the kind of modern light industrial facility the Plan envisions for this area.

The proposed development is further consistent with and advances the following Economic Development Policies identified in the 2045 Comprehensive Plan:

**Attracting Light Industrial Businesses Near SR 316**

The 2045 Comprehensive Plan identifies as a stated need the attraction of light industrial businesses that create jobs near SR 316. The Property is located approximately 0.4 miles from SR 316 and has operated as a light industrial property for many years. The proposed construction of a permanent office building for a heavy/civil contractor directly responds to this identified need by formalizing and improving an existing light industrial use at a location the Plan expressly targets for this type of development.

**Addressing the Jobs-Residents Mismatch**

The 2045 Comprehensive Plan identifies one of Lawrenceville's most significant challenges as the mismatch between residents and available jobs, noting that most Lawrenceville residents commute outside the city for work while many workers commute into the city from other areas. The Plan calls for a focus on local employment opportunities which align with the skill sets of residents. The proposed Contractors Office, Heavy/Civil use directly addresses this challenge by establishing a permanent local employment node within the city, creating professional, administrative, and field supervisory jobs accessible to Lawrenceville residents and reducing out-commuting.

**Building Upon the Existing Skilled Workforce**

The 2045 Comprehensive Plan calls for the City to attract, develop, and build upon its existing skilled workforce through training programs and apprenticeship opportunities that provide hands-on experience in high-demand fields. Construction and civil contracting are classic apprenticeship trades, and the establishment of a permanent local contractor's office supports the development of a skilled trades workforce pipeline, consistent with the Plan's emphasis on experiential training and career development for Lawrenceville residents.

**Enhancing the Business Climate**

The 2045 Comprehensive Plan identifies enhancing the business climate as a priority economic development policy, including providing incentives for new and existing businesses and continuing partnerships to support local entrepreneurship and investment. Approval of the requested SUPs directly advances this policy by facilitating continued and improved business investment within the city. The construction of a permanent office building on a long-established light industrial property represents a concrete improvement to the Property consistent with the City's stated goal of growing and retaining local business.

In summary, the proposed development is consistent with the Industrial character area designation, directly responds to the Plan's stated need to attract light industrial business near SR

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

316, and advances multiple Economic Development Policies identified in the 2045 Comprehensive Plan. The proposed office building and continued outdoor storage use represent exactly the kind of modern light industrial investment the Plan envisions for this corridor.

## V. CONCURRENT VARIANCES

The Applicant requests two variances in connection with the proposed development. Each variance addresses an existing condition on the Property and allows the Property to continue to be used for light industrial purposes consistent with its historical use, surrounding development, and the LM Light Manufacturing District. Neither variance introduces a new or incompatible use; rather, each formalizes or accommodates conditions that have existed on the Property for many years.

### A. VARIANCE TO ARTICLE 6, SECTION 602(A)(1)(a) – EXTERIOR WALL DESIGN

Section 602(A)(1)(a) of the Zoning Ordinance permits metal as an accent material only on the exterior walls of non-residential buildings. The Applicant requests a variance to allow corrugated steel panel cladding as the primary exterior wall material on the proposed office building, as shown on the architectural elevation drawings submitted with this application.

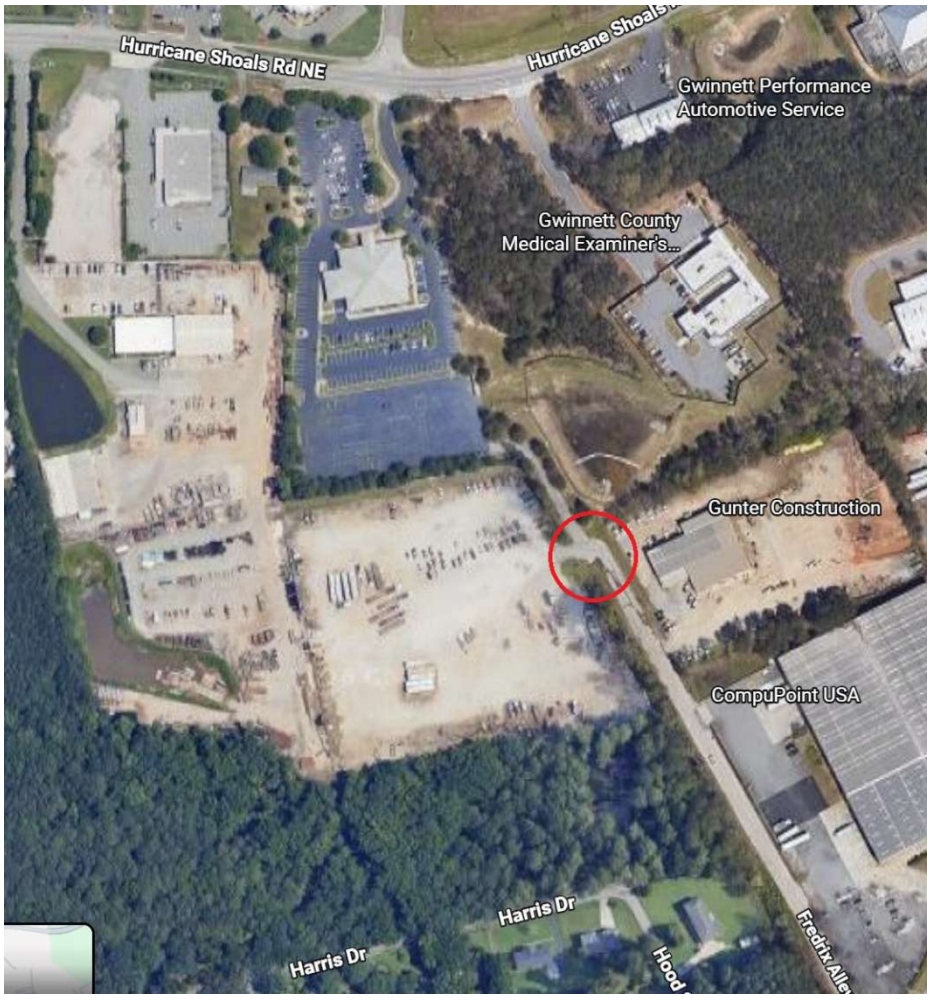
The proposed building is a pre-engineered metal building, and corrugated steel panel cladding is the standard exterior material for this building type. The requested variance is consistent with the industrial character of the LM Light Manufacturing District, the existing buildings on the Property, and the existing buildings on adjacent LM-zoned properties in the area, all of which reflect a similar industrial aesthetic. Current plans contemplate brick water table banding as a complementary masonry accent element; however, final building plans will be submitted during the permitting process and the finished design may vary.

### B. VARIANCE TO ARTICLE 2, SECTION 200.3.55(D) – SOLID OPAQUE FENCING

Section 200.3.55(D) of the Zoning Ordinance requires solid opaque fencing around outdoor storage areas. The Applicant requests a variance to allow an existing chain link access gate and small attached fencing section at the western/southern access point off Fredrix Alley to remain. The existing conditions at the access point are depicted in the Google Street View and aerial images included below.

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT






The existing chain-link access gate and small attached fence section have been in place for many years and serve as the primary access point to the outdoor storage areas on the southern portion of the Property off Fredrix Alley. The rest of the perimeter fencing consists of chain-link fencing with screening slats or is screened by dense existing tree cover, which provides effective visual separation from adjacent properties. As shown in the images above, the nonconforming condition is limited to the access gate and a small attached section, representing only a minimal deviation from the solid opaque fencing requirement.

As a functional matter, a solid opaque gate at this access point would be impractical given the nature of the use. The access point serves heavy equipment, trucks, and vehicles requiring

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

wide, unobstructed entry, and a chain link gate is standard for this type of industrial access. Moreover, the gate is situated on the interior of the property along Fredrix Alley, well removed from any residential uses. The nearest RS-180 residential properties are located approximately 750 feet from the storage area, with approximately 300 feet of dense tree cover providing natural screening. The requested variance imposes no adverse impact on adjacent properties and is consistent with the long-standing industrial use and character of the Property and the surrounding LM corridor.

### C. CONCLUSION

Each variance request is narrow in scope and tied directly to existing conditions on the Property. The requested relief allows the Property to continue to be used in a manner consistent with its long-standing industrial character, the surrounding LM corridor, and the policies of the 2045 Comprehensive Plan. Neither variance introduces a new or incompatible use, and both are consistent with the intent of the Zoning Ordinance and the Industrial character area designation.

## VI. SITE IMPACT ANALYSIS

Pursuant to the applicable standards governing the exercise of zoning power, the Applicant submits the following written analysis in support of both SUP requests:

### A. WHETHER A ZONING PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.

Yes. The proposed Contractors Office, Heavy/Civil use and associated gravel parking are suitable in view of the use and development of adjacent and nearby properties. The Property is zoned LM Light Manufacturing, a district expressly intended to provide for a wide range of light industrial uses meeting nuisance-free performance standards. The proposed office building is a comparatively low-intensity use relative to the range of uses permitted by right in the LM district, and it is compatible with the established light industrial and commercial character of the surrounding area. The transition from an existing storage yard to a permanent, staffed office facility represents an improvement in use intensity and site condition, not an escalation.

### B. WHETHER A ZONING PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.

No. The proposed use will not adversely affect the existing use or usability of adjacent or nearby properties. The replacement of an existing storage yard with a permanent office building eliminates potential nuisance concerns associated with the current unimproved condition of the Property, including dust, visual blight, and uncontrolled activity. The proposed office use generates predictable, low-impact traffic and activity consistent with standard business operations. Adjacent and nearby properties will not experience any increase in noise, odor, lighting, or other external effects as a result of the proposed development.

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

**C. WHETHER THE PROPERTY TO BE AFFECTED BY A ZONING PROPOSAL HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.**

The Property currently functions as a storage yard, which represents a viable but underutilized economic use of an LM-zoned parcel. The proposed SUP will allow the Property to be developed to a higher and better use—a permanent office building—that more fully realizes the economic potential of the site consistent with its LM zoning and the City's development objectives. The requested Special Use Permits are the mechanism by which the Zoning Ordinance authorizes this improved use, and their approval is consistent with both the letter and spirit of the LM district standards.

**D. WHETHER THE ZONING PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.**

No. The proposed use will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. A contractor's office generates predictable, business-hours traffic consistent with standard office and professional uses. This traffic profile is significantly less intensive than the heavy truck and equipment movements associated with many uses permitted by right in the LM district, and it is less intensive than the storage yard activity currently occurring on the Property. The development will utilize existing utility infrastructure, and no impact to schools is anticipated, as the use does not generate residential population.

**E. WHETHER THE ZONING PROPOSAL IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE COMPREHENSIVE PLAN.**

Yes. As described in Section IV above, the proposed use is in conformity with the policy and intent of the City of Lawrenceville 2045 Comprehensive Plan. The Property is located within the Industrial character area, and the proposed Contractors Office, Heavy/Civil use advances three identified Economic Development Policies: addressing the jobs-residents mismatch by creating local employment opportunities; supporting the City's skilled workforce and apprenticeship development goals; and enhancing the business climate by facilitating continued and improved business investment within the city. The proposed office building and continued outdoor storage use represent exactly the kind of modern light industrial investment the Plan envisions for this corridor.

**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 ZONING PROPOSAL.**

Yes. Existing and changing conditions support approval of both SUP requests. The City of Lawrenceville has identified workforce development, local job creation, and business climate enhancement as priority economic development objectives in its 2045 Comprehensive Plan. The proposed transition from a passive storage yard to a permanent, staffed contractor office directly responds to these changing policy priorities. The development of this Property for an active, employment-generating use is consistent with the City's stated goals and with the broader trajectory of investment and improvement in the surrounding area. No conditions exist that would support disapproval.

## VII. RESERVATION OF CONSTITUTIONAL AND LEGAL RIGHTS

The Applicant respectfully submits that the Property is entitled to a reasonable economic use consistent with its LM zoning classification and with the standards and policies of the City of Lawrenceville Zoning Ordinance. To the extent that any interpretation or application of the Ordinance, including the denial of this request or the imposition of unduly restrictive conditions, would prohibit such reasonable use, the Applicant asserts that those actions would be unlawful under controlling state and federal law.

Without limitation, the Applicant hereby reserves all constitutional objections available under Georgia and federal law, including objections based on substantive due process (arbitrary or unreasonable restriction of property rights), equal protection (disparate treatment of similarly situated properties), regulatory taking without just compensation, and unlawful delegation of zoning authority.

The Applicant further submits that any zoning classification, interpretation, or condition that would prevent the Property from being used in a manner consistent with its established industrial character and the 2045 Comprehensive Plan's Industrial character area designation would lack substantial relation to the public health, safety, or welfare. The Applicant expressly preserves the right to raise any and all constitutional and statutory claims in the event this request is denied or granted subject to conditions that eliminate reasonable economic use of the Property.

## VIII. CONCLUSION

The proposed Special Use Permits and concurrent variances represent a reasonable and well-planned continuation and improvement of a long-established light industrial property. The application is consistent with the 2045 Comprehensive Plan's Industrial character area

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

designation, compatible with surrounding development, and supported by existing natural buffers and screening that ensure compatibility with adjacent uses. Approval of the requests will allow the Property to be used in a manner that fits the established industrial character of the surrounding LM corridor and advances the City of Lawrenceville's long-term planning and economic development goals.

The Applicant respectfully requests approval of both Special Use Permits and both concurrent variances.

/s/ Brandon C. Arnold
Brandon C. Arnold
Georgia Bar No. 847150
2827 Peachtree Road, Suite 630
Atlanta, Georgia 30305
barnold@mitchelldstephens.com

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 176 of the 5th District, Gwinnett County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING begin at a point at the intersection of the southerly right-of-way of Hurricane Shoals Road (80'R/W) and Land Lot line common to land lots 177 and 176; THENCE following said right-of-way in a southwesterly direction for a distance of 483.47 feet to point, said point being the TRUE POINT OF BEGINNING.

THENCE South 00 degrees 19 minutes 03 seconds West a distance of 355.97 feet to a point;

THENCE North 88 degrees 16 minutes 38 seconds East a distance of 144.73 feet to a point;

THENCE North 88 degrees 12 minutes 31 seconds East a distance of 195.69 feet to a point;

THENCE North 88 degrees 12 minutes 31 seconds East a distance of 99.72 feet to a point;

THENCE South 01 degrees 20 minutes 13 seconds West a distance of 427.35 feet to a point;

THENCE North 80 degrees 08 minutes 05 seconds East a distance of 426.26 feet to a point;

THENCE South 29 degrees 58 minutes 03 seconds East a distance of 150.96 feet to a point;

THENCE South 29 degrees 15 minutes 23 seconds East a distance of 380.53 feet to a point;

THENCE South 79 degrees 37 minutes 38 seconds West a distance of 1,001.43 feet to a point;

THENCE North 13 degrees 00 minutes 13 seconds West a distance of 515.38 feet to a point;

THENCE North 13 degrees 00 minutes 34 seconds West a distance of 264.89 feet to a point;

THENCE North 12 degrees 56 minutes 51 seconds West a distance of 52.64 feet to a point;

THENCE North 00 degrees 24 minutes 34 seconds East a distance of 336.16 feet to a point;

THENCE North 00 degrees 10 minutes 29 seconds West a distance of 194.39 feet to a point;

THENCE South 87 degrees 43 minutes 06 seconds East a distance of 61.37 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above-described tract contains 16.238 Acres.

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

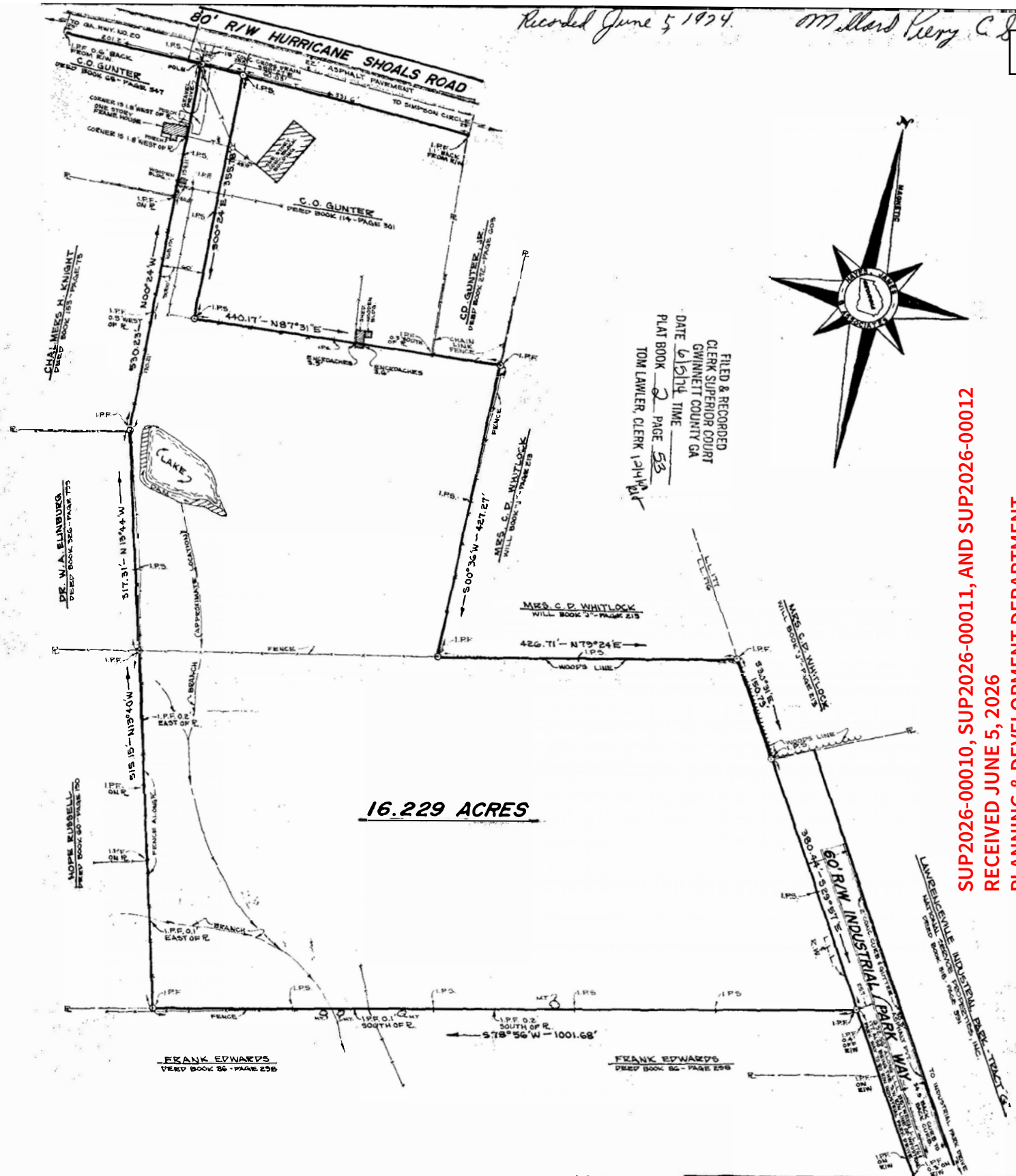
# EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 176 of the 5th Land District of Gwinnett County, Georgia, containing 16.229 acres as shown on survey for "H.O. Hamby, Jr., et. al." prepared by Hayes, James & Associates, Surveyors dated May 10, 1974, recorded in Plat Book 2, Page 53, plat records of Gwinnett County, Georgia, and more particularly described as follows:

BEGINNING at an iron pin on the southerly right-of-way line of Hurricane Shoals Road located 201.2 feet southeasterly as measured along said right-of-way line from its intersection with the southeasterly right-of-way line of Georgia Highway No. 20; run thence along the southerly right-of-way line of Hurricane Shoals Road south 88 degrees 27 minutes east 60.03 feet to an iron pin at property of C.O. Gunter; run thence along property of Gunter, south 00 degrees 24 minutes east 355.78 feet to an iron pin; run thence north 87 degrees 31 minutes east 440.17 feet to an iron pin at property of Mrs. C.D. Whitlock; run thence along property of Whitlock south 00 degrees 36 minutes west 427.27 feet to an iron pin; continue thence along property of Whitlock, north 79 degrees 24 minutes east 426.71 feet to an iron pin on the land lot line separating Land Lots 176 and 177; run thence along said land lot line, south 30 degrees 31 minutes east 150.79 feet to an iron pin; run thence south 29 degrees 57 minutes east along the southwesterly right-of-way line of Industrial Park Way a distance of 380.44 feet to an iron pin at property of Frank Edwards; run thence along property of Edwards, south 78 degrees 56 minutes west 1,001.68 feet to an iron pin at property of Hope Russell; run thence along property of Russell, north 13 degrees 40 minutes west 515.15 feet to an iron pin at property of Dr. W.A. Elinburg; run thence along property of Elinburg, north 13 degrees 44 minutes west 317.31 feet to an iron pin at property of Chalmers H. Knight; run thence north 00 degrees 24 minutes west 530.23 feet to an iron pin on the southerly right-of-way line of Hurricane Shoals Road and the place or point of beginning.

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

Recorded June 5 1974. Millard Berry C.S.C.




SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

LEGEND

| | |
|---|---|
| I.P.F. | IRON PIN FOUND |
| I.P.S. | IRON PIN SET |
| C.M.F. | CONC. MONU. FOUND |
| R/W | RIGHT OF WAY |
| ℄ | CENTER LINE |
| R | PROPERTY LINE |
| B.L. | BUILDING LINE |
| L.L. | LAND LOT |
| B.M. | BENCH MARK |
| T.C. | TOP OF CURB |
| B.C. | BOTTOM OF CURB |
| I.E. | INVERT ELEVATION |
| C.B. | CATCH BASIN |
| M.H. | MAN HOLE |
| M.T. | MARKED TREE |
| P.C. | PROPERTY CORNER |
| P.O. | POLE |
| F.H. | FIRE HYDRANT |
| LLL | LAND LOT LINE |
| x x | FENCE |
| T | TELEPHONE LINE |
| G | GAS LINE |
| W | WATER LINE |
| S S | SANITARY SEWER LINE |
| P | POWER LINE |
| | BRANCH |

This survey has been calculated by latitudes and departures for closure and found to be accurate to within 1 foot in 19,222.0 feet.

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law

Billy Ray Chase
Member # 1615
Ga. Assn. Reg. Land Surveyors

SURVEY FOR:
H.O. HAMBY, JR., ET. AL.

HAYES, JAMES & ASSOCIATES
ENGINEERS & SURVEYORS
327 Jackson Street, S. E.
Lawrenceville, Georgia

GEORGIA REGISTERED NO. 1615 PROFESSIONAL LAND SURVEYOR GRANT HAYES • E. E. J. JAMES

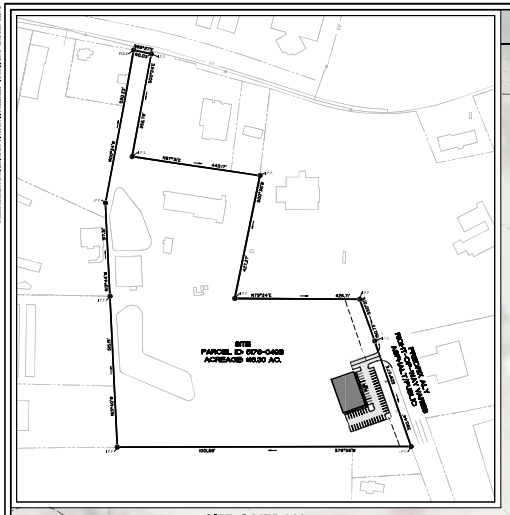
16.229 ACRES

REVISIONS

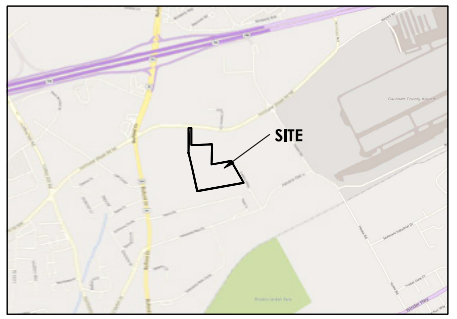
LAND LOT 176
5TH DISTRICT
GWINNETT COUNTY
SURVEYED 5-10-74
SCALE 1" = 100'

DEVELOPMENT PLANNING
ENGINEERING
LAND SURVEYING

JOB NO. 74-41
FILE NO




SITE OVERALL
1" = 100'




VICINITY MAP
NTS

## DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±16.30 AC.
   (PARCEL ID # 5176 - 049B)
2. CURRENT ZONING: LM (LIGHT-MANUFACTURING)
3. PROPOSED SETBACKS LM:
   FRONT = 50'
   SIDE = 0'
   REAR = 0'
4. PROPOSED BUILDING SIZE (OFFICE) = 9,600 SQFT
5. PROPOSED BUILDING HEIGHT = 40 FEET
6. PROPOSED DISTURBED AREA = ±5.67
7. PROPOSED FAR = 9,600 SQFT / 710,028 SQFT = .014
8. PARKING SUMMARY:

   MIN. SPACES REQUIRED: 1 SPACE PER 300 SQFT OF BUILDING AREA (32 SPACES)

   SPACES PROVIDED: 53 SPACES
9. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.

SITE EXHIBIT

# HURRICANE SHOALS

272 HURRICANE SHOALS RD. NE

PREPARED FOR:
MITCH STEPHENS

PREPARED BY:

THOMAS & HUTTON
5074 Bristol Industrial Way • Suite A
Buford, GA 30518 • 770.271.2868
www.thomasandhutton.com

1 INCH = 30 FEET

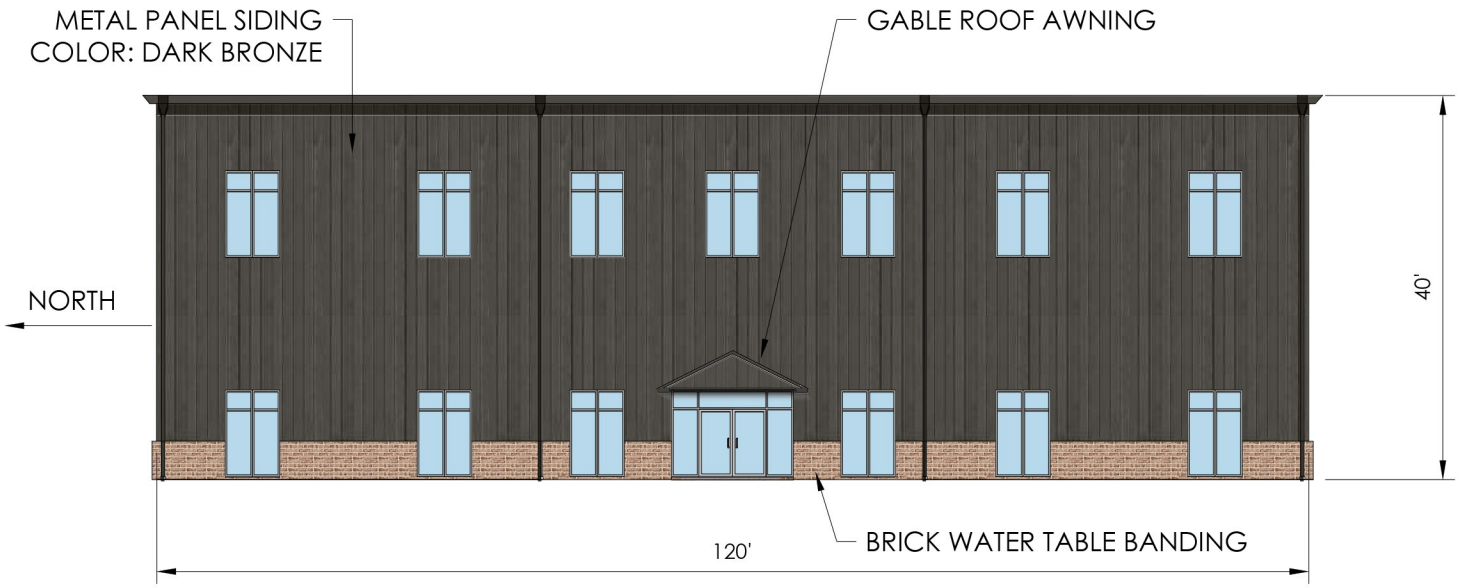
| | |
|---|---|
| JOB NO: | DATE: 06/09/2026 |
| DRAWN: SWH | SCALE: 1" = 30' |
| REVIEWED: RJP | SHEET: EXH |

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# 272 HURRICANE SHOALS ROAD

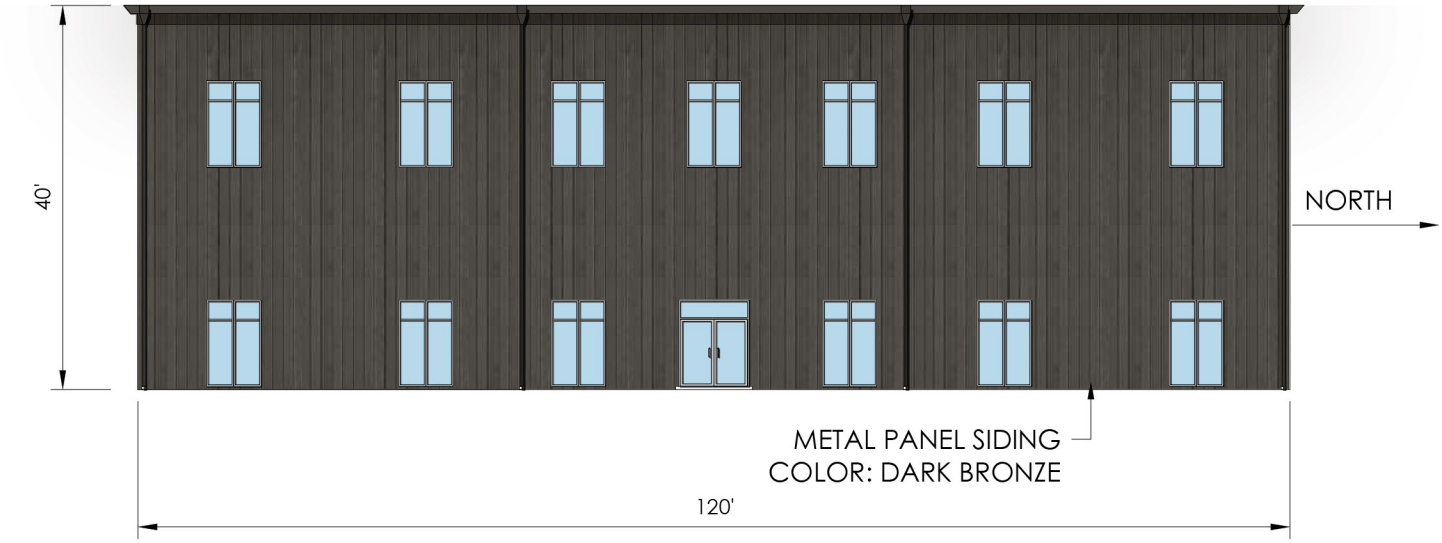
PROPOSED BUILDING MATERIALS:

PRE-ENGINEERED METAL BUILDING WITH STEEL STRUCTURE
CORRUGATED STEEL PANEL CLADDING
CONCRETE SLAB FOUNDATION
BUILDING DIMENSIONS: 120' (L) X 80' (W) X 40' (H)

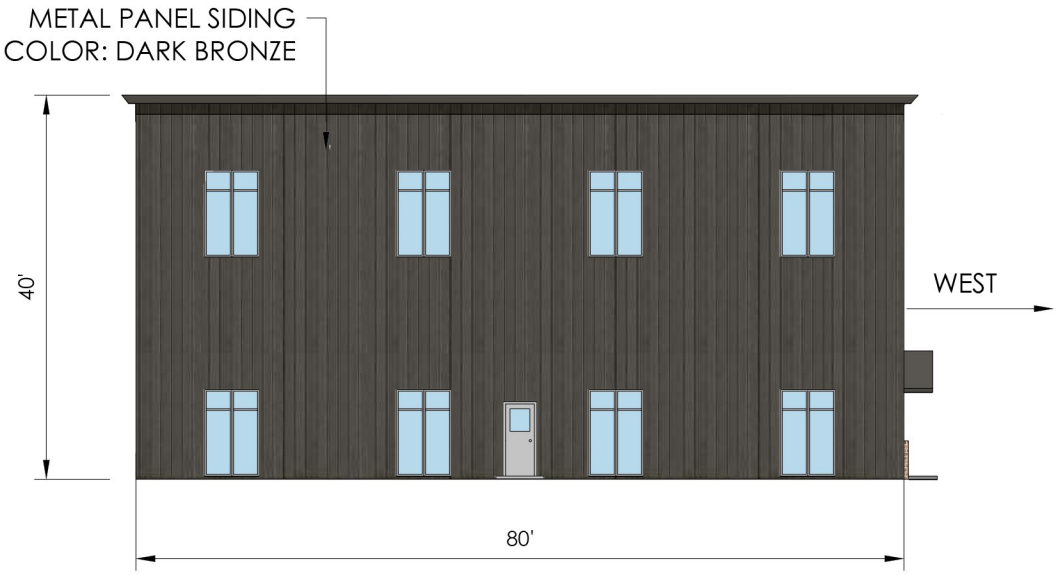



FRONT ELEVATION

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT




REAR ELEVATION

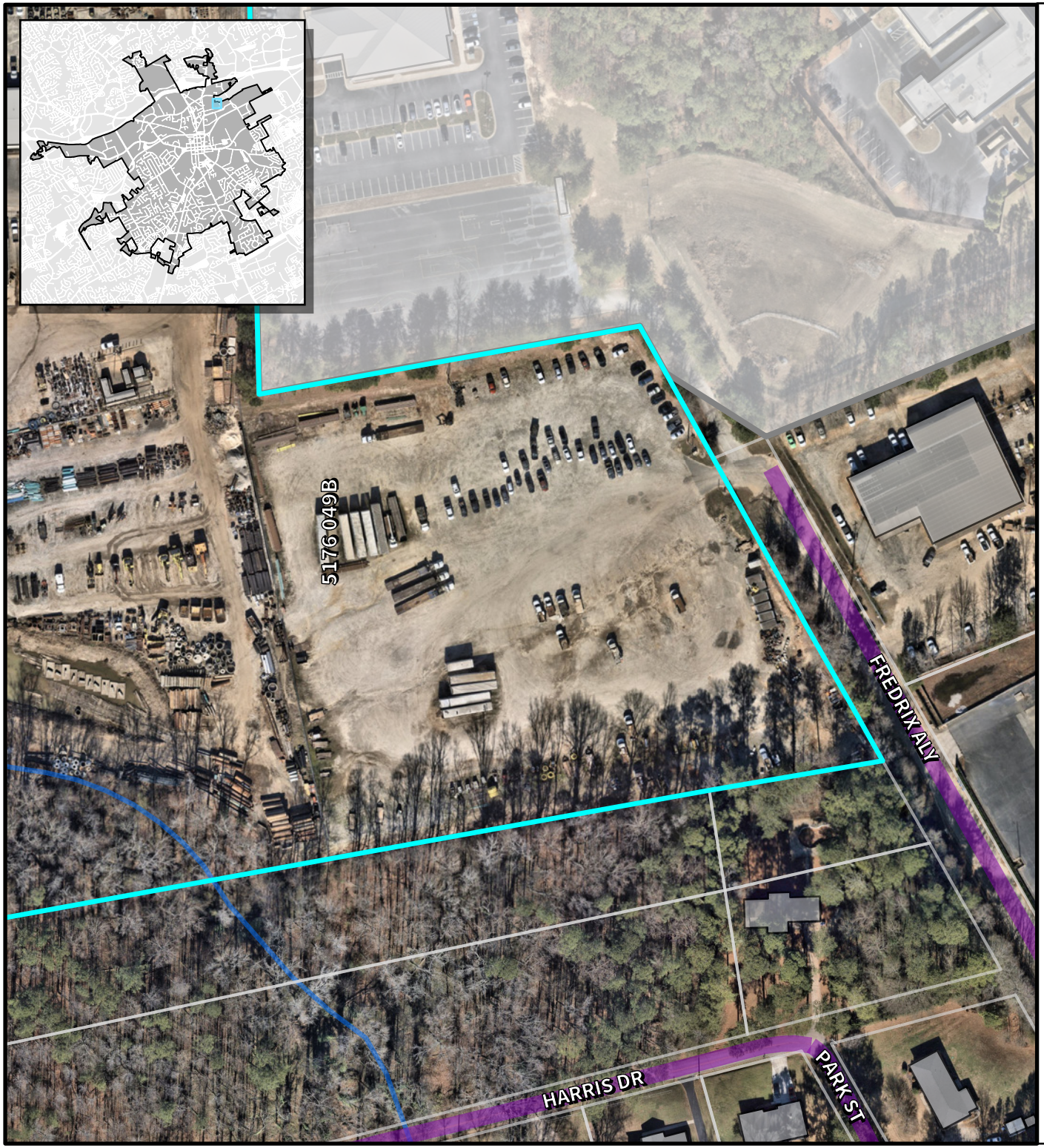



NORTH ELEVATION, FACING NORTH




SOUTH ELEVATION, FACING SOUTH

**SUP2026-00010, SUP2026-00011, AND SUP2026-00012**
**RECEIVED JUNE 5, 2026**
**PLANNING & DEVELOPMENT DEPARTMENT**




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00010, SUP2026-00011, and SUP2026-00012

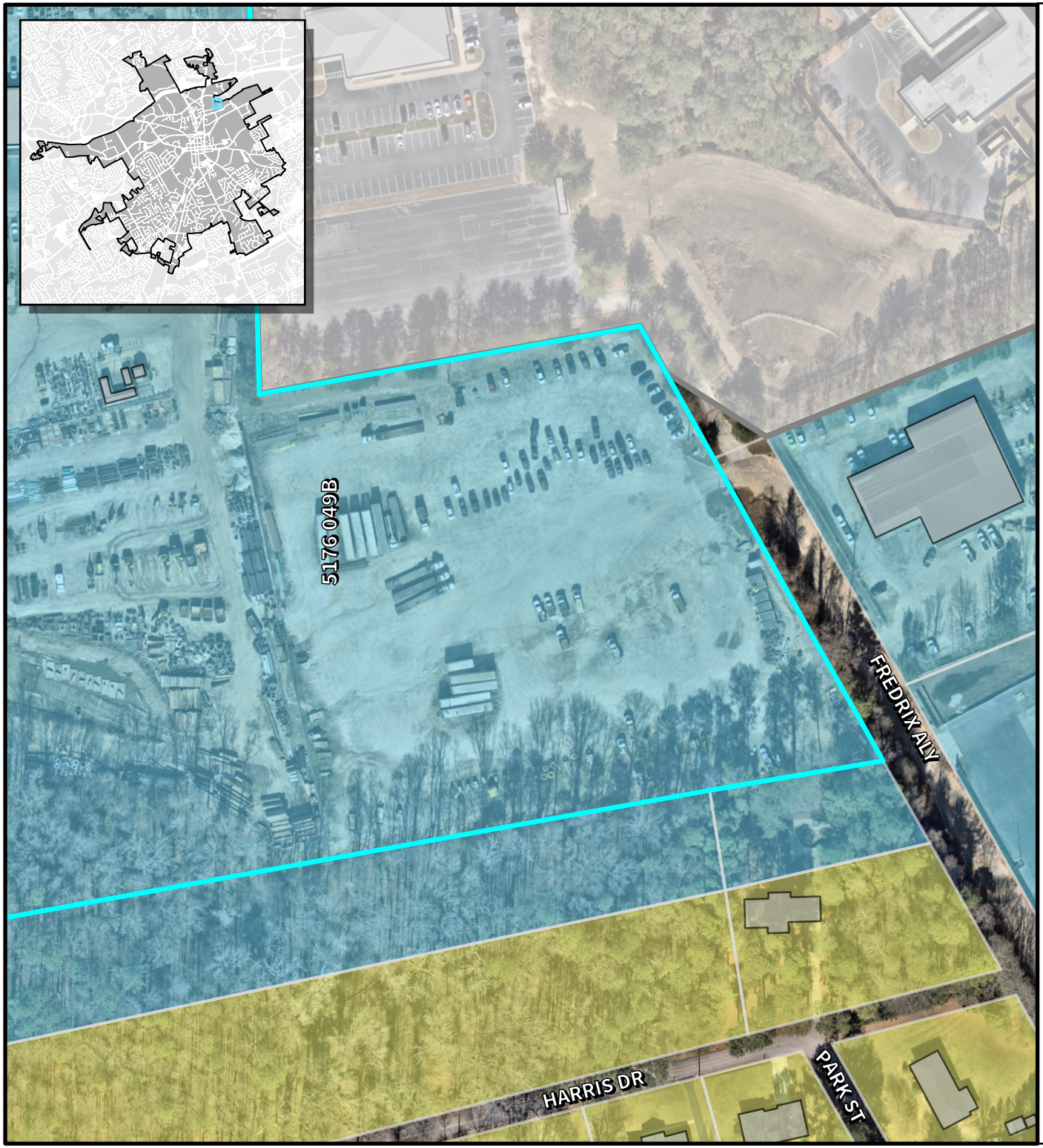
Applicant: 272 Hurricane Shoals LLC

- Subject Property (~16.14 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

Imagery Date: 01/13/2026
Map Date: 07/10/2026
Map Scale: 1:1,800

N

0 62.5 125 250 Feet




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00010, SUP2026-00011, and SUP2026-00012

Applicant: 272 Hurricane Shoals LLC

- Subject Property (~16.14 acres)
- Lawrenceville City Limits

**Zoning Districts**

- **LM** Light Manufacturing
- **RS-150** Single-Family Residential

Imagery Date: 01/13/2026
Map Date: 07/10/2026
Map Scale: 1:1,800

N

0 62.5 125 250 Feet

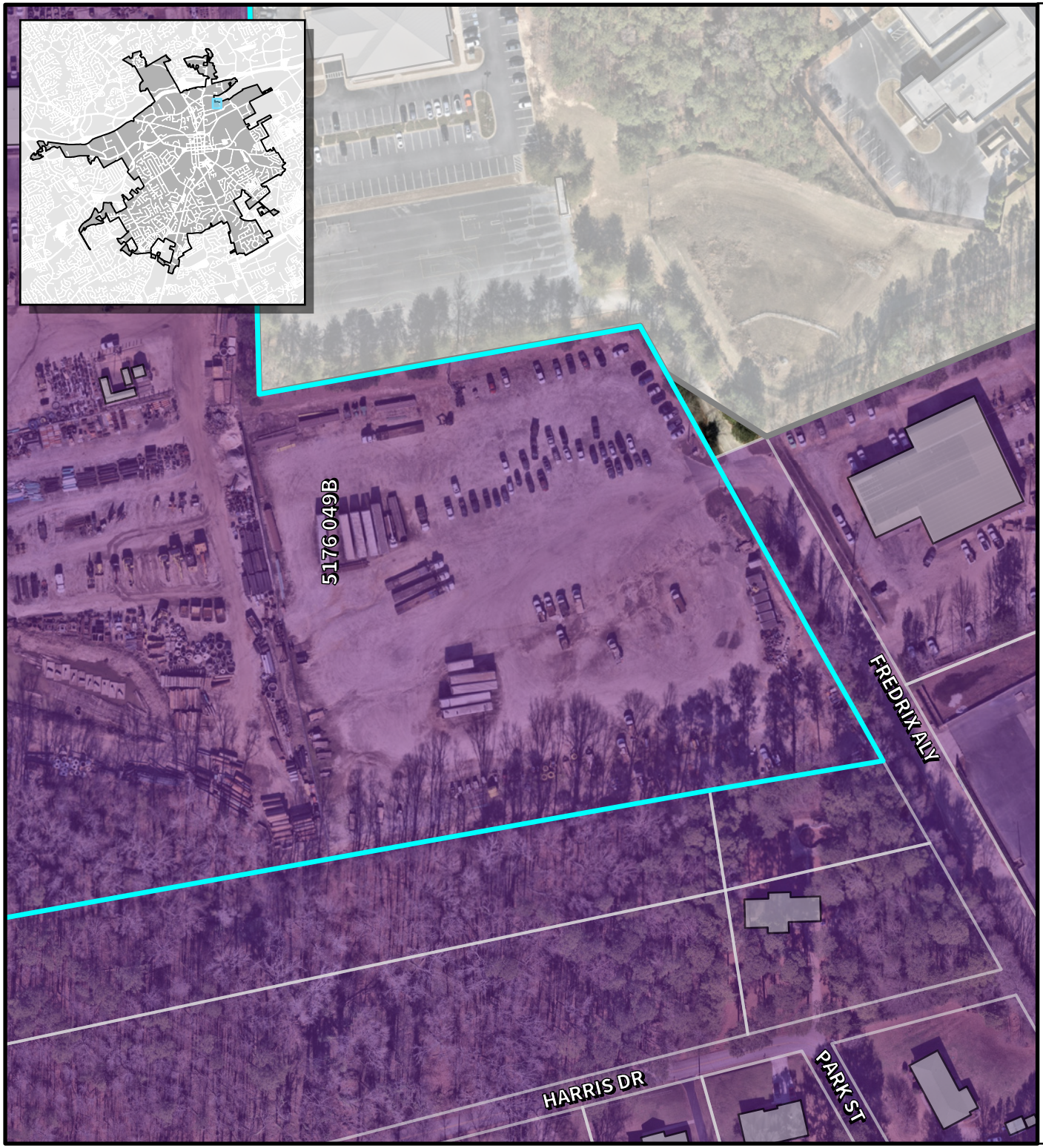
# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00010, SUP2026-00011, and SUP2026-00012

Applicant: 272 Hurricane Shoals LLC




Subject Property (~16.14 acres)

Lawrenceville City Limits

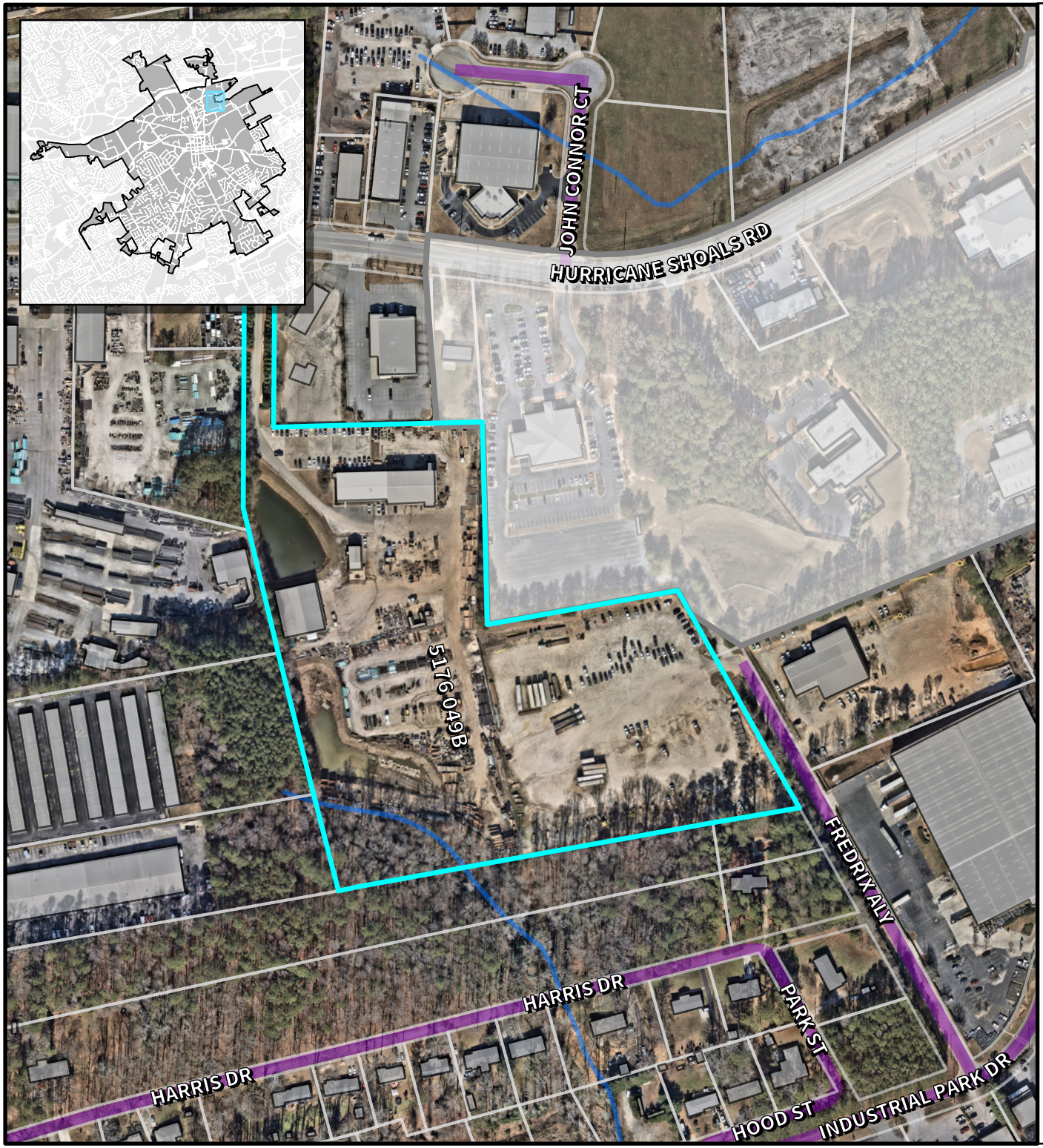
**2045 Character Areas**

Industrial

Imagery Date: 01/13/2026
Map Date: 07/10/2026
Map Scale: 1:1,800

N

0 62.5 125 250 Feet




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00010, SUP2026-00011, and SUP2026-00012

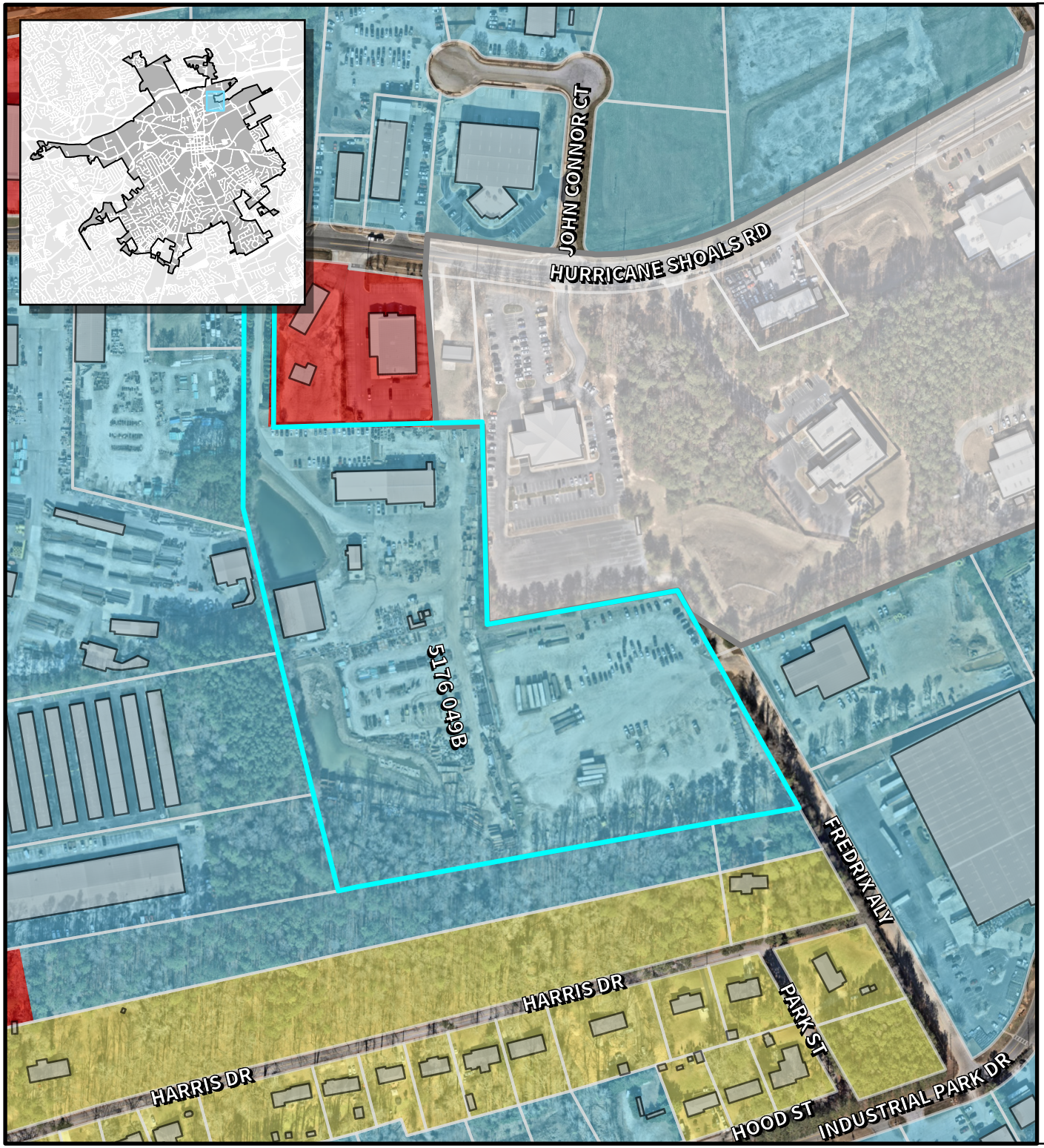
Applicant: 272 Hurricane Shoals LLC

- Subject Property (~16.14 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

| | |
|---|---|
| Imagery Date: | 01/13/2026 |
| Map Date: | 07/10/2026 |
| Map Scale: | 1:3,600 |

N

0 125 250 500 Feet




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00010, SUP2026-00011, and SUP2026-00012

Applicant: 272 Hurricane Shoals LLC

- Subject Property (~16.14 acres)
- Lawrenceville City Limits

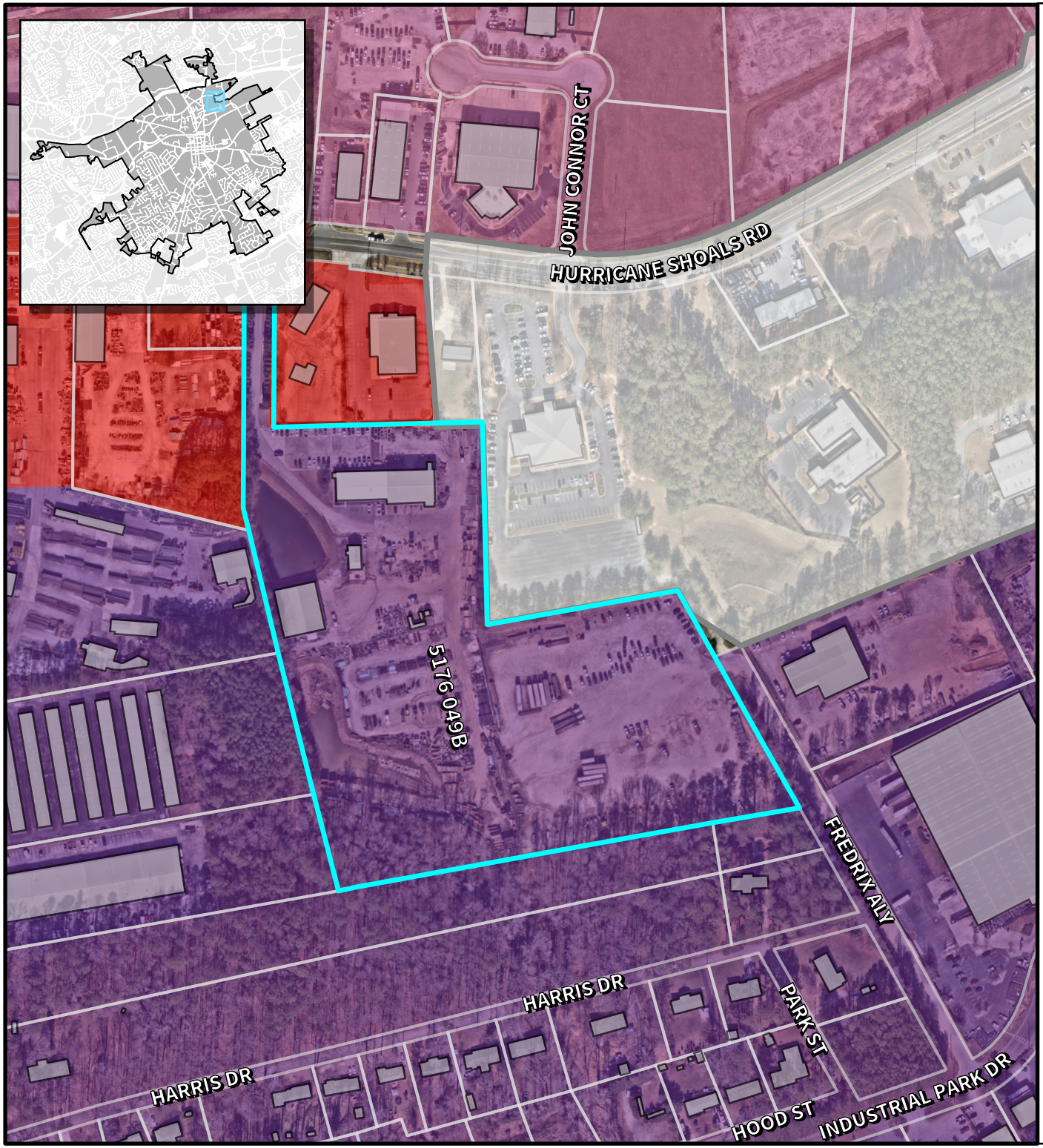
**Zoning Districts**

| | |
|---|---|
| **BG** | General Business |
| **LM** | Light Manufacturing |
| **CMU** | Community Mixed Use |
| **RS-150** | Single-Family Residential |

Imagery Date: 01/13/2026
Map Date: 07/10/2026
Map Scale: 1:3,600

N

0 125 250 500 Feet




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

## SUP2026-00010, SUP2026-00011, and SUP2026-00012

Applicant: 272 Hurricane Shoals LLC

- Subject Property (~16.14 acres)
- Lawrenceville City Limits

**2045 Character Areas**

- Community Mixed Use
- Commercial Corridor
- Industrial

Imagery Date: 01/13/2026
Map Date: 07/10/2026
Map Scale: 1:3,600

N

0 125 250 500 Feet

# Special Use Permits – Contractor's Office, Heavy/Civil; Outdoor Storage; Parking on Gravel Surface

# SUP2026-00010, SUP2026-00011, & SUP2026-00012

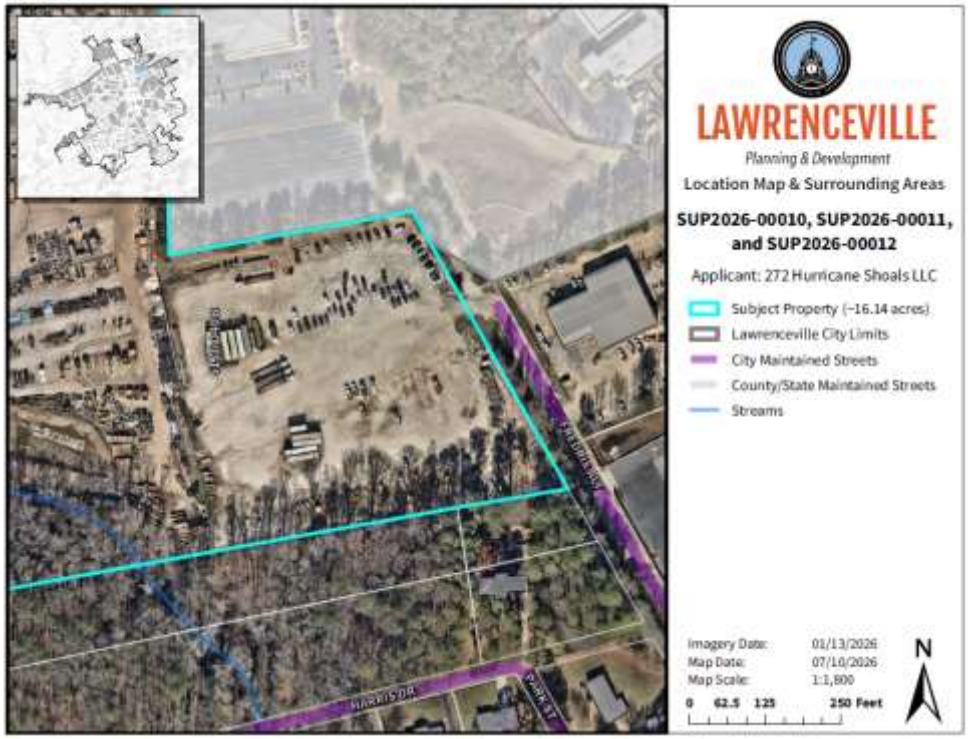
# 272 Hurricane Shoals Road

# Overview

- Special Use Permit – Contractor's Office, Outdoor Storage, Gravel Parking
- Applicant/Property Owner: 272 Hurricane Shoals LLC
- Location: 272 Hurricane Shoals Road, Lawrenceville, GA
- Acreage: 16.23 acres
- Current Zoning: LM (Light Manufacturing District)
- Proposed Development: Contractor's Office (Heavy/Civil), Outdoor Storage, Parking on Gravel Surface
- Department Recommendation: Approval with Conditions

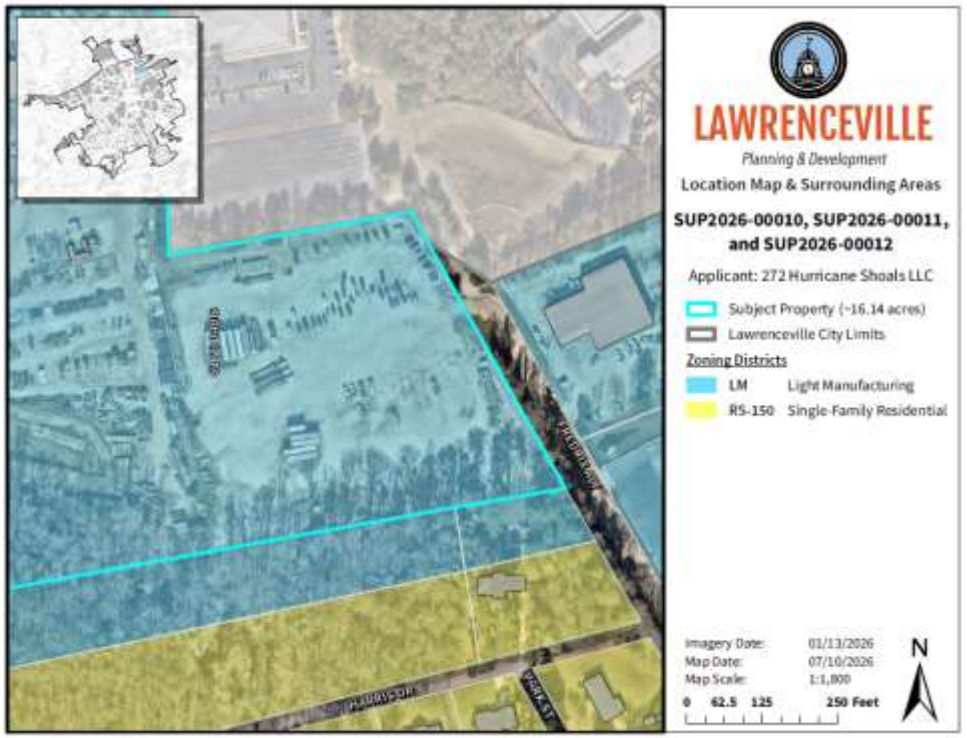
# Vicinity Map

- Site located on the southern side of Hurricane Shoals Road, just east of Buford Drive (GA Hwy 124), and along the west side of Fredrix Alley.
- Surrounding area includes a mix of commercial, office, institutional, light industrial, and single-family residential uses.



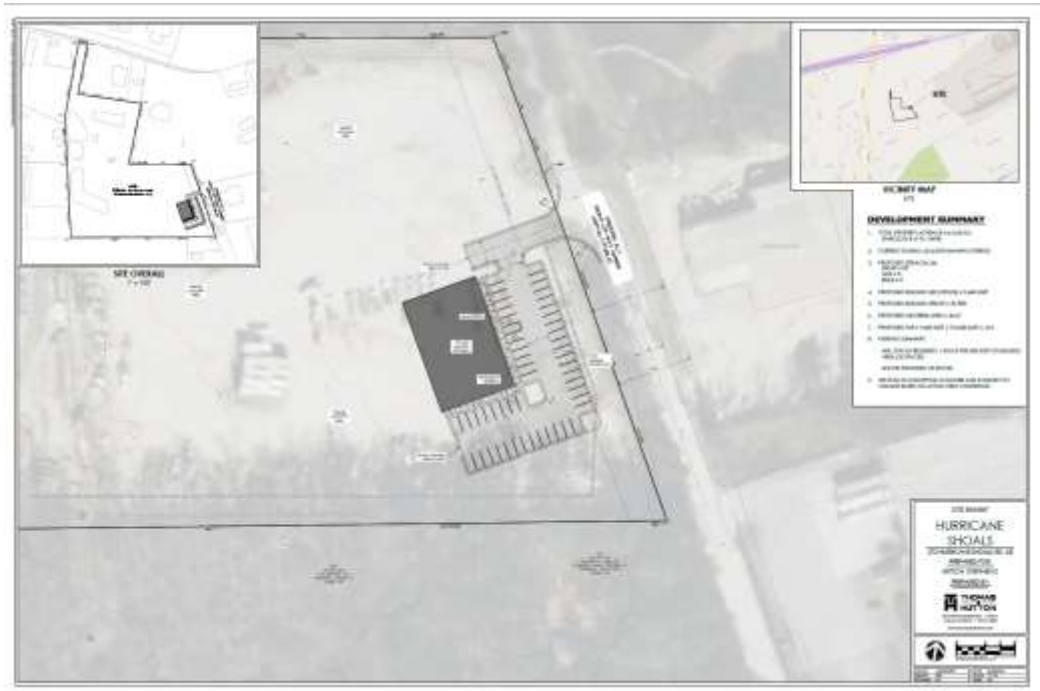
# Zoning Map

- LM since 1960; no prior SUPs, variances, or appeals
- Request Special Use Permits to allow contractor offices, outdoor storage, and gravel parking.
- Requested Special Use Permits fit established industrial pattern



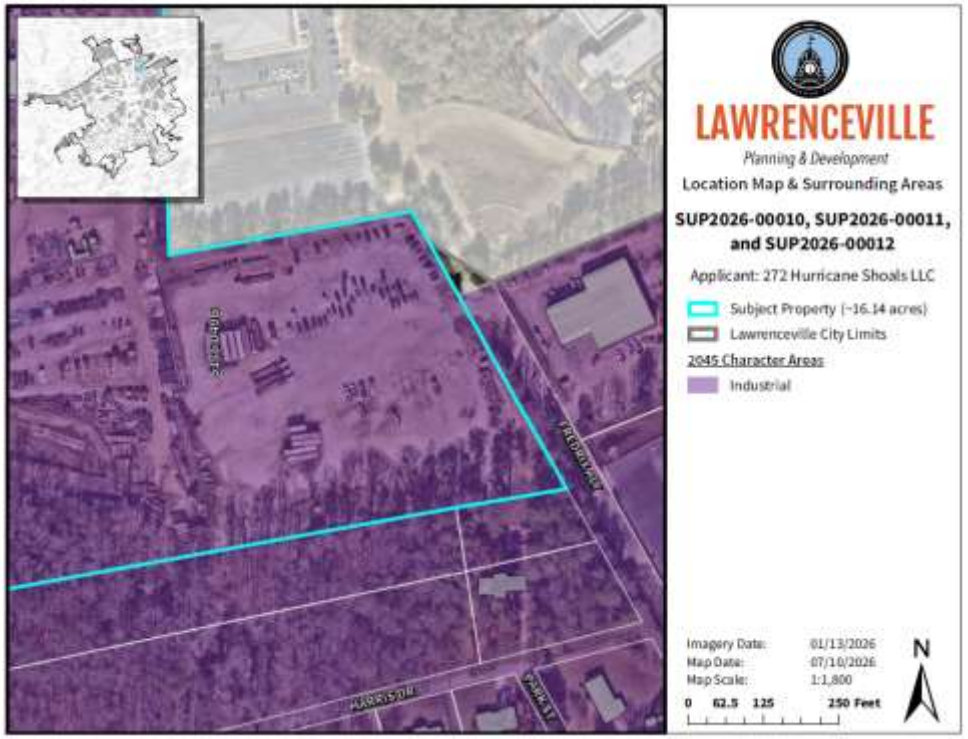
# Site Plan

- Three existing industrial structures totaling 24,420 sq ft on the property
- Proposed new two-story, 19,200-sq-ft office building located on the southeast portion of the site along the west side of Fredrix Alley.



# Comprehensive Plan

- Industrial Character Area – supports employment-generating industrial/office uses, reinvestment, modernization.

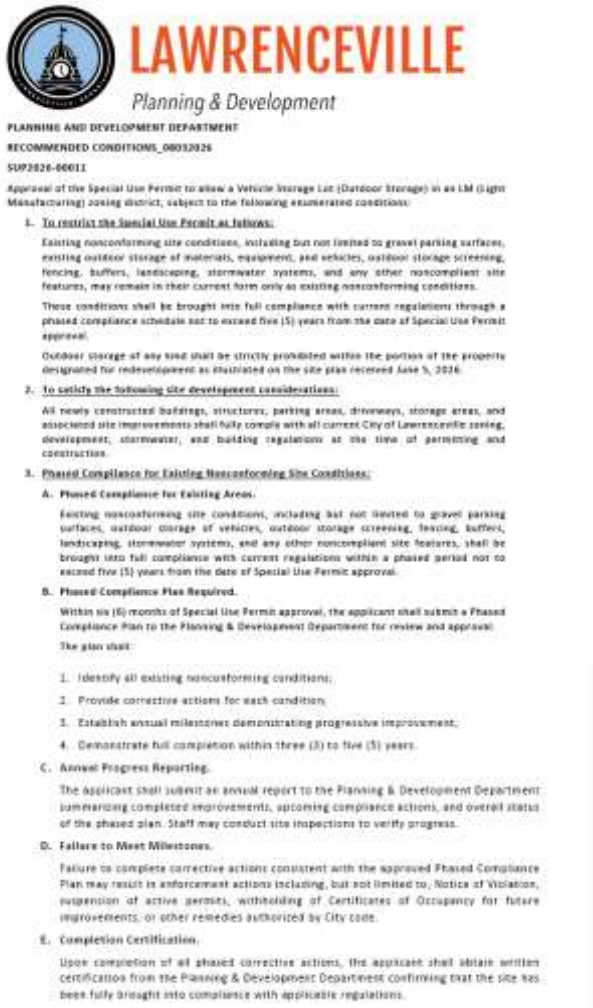


# Nonconformities & Conclusion

- Long-established industrial setting makes contractor uses appropriate within the LM district
- Site modernization is necessary to meet current ordinance standards and reduce impacts on nearby properties
- SUPs are required to continue existing nonconforming uses, allow limited expansion, and authorize proposed site upgrades
- Existing conditions may remain only as temporary legal nonconforming uses
- Compliance is required

# Conclusion

- Based on the property's established industrial use, its compatibility with surrounding development, and the conditions requiring a full transition to ordinance compliance.
- Approval with conditions; phased compliance plan, prohibition of outdoor storage, and gravel parking in redevelopment area



LAWRENCEVILLE
*Planning & Development*

**PLANNING AND DEVELOPMENT DEPARTMENT**

**RECOMMENDED CONDITIONS_08032026**

**SUP2026-00011**

Approval of the Special Use Permit to allow a Vehicle Storage Lot (Outdoor Storage) in an LM (Light Manufacturing) zoning district, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, existing outdoor storage of materials, equipment, and vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, may remain in their current form only as existing nonconforming conditions.

   These conditions shall be brought into full compliance with current regulations through a phased compliance schedule not to exceed five (5) years from the date of Special Use Permit approval.

   Outdoor storage of any kind shall be strictly prohibited within the portion of the property designated for redevelopment as illustrated on the site plan received June 5, 2026.

2. To satisfy the following site development considerations:

   All newly constructed buildings, structures, parking areas, driveways, storage areas, and associated site improvements shall fully comply with all current City of Lawrenceville zoning, development, stormwater, and building regulations at the time of permitting and construction.

3. Phased Compliance for Existing Nonconforming Site Conditions:

   A. **Phased Compliance for Existing Areas.**

      Existing nonconforming site conditions, including but not limited to gravel parking surfaces, outdoor storage of vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, shall be brought into full compliance with current regulations within a phased period not to exceed five (5) years from the date of Special Use Permit approval.

   B. **Phased Compliance Plan Required.**

      Within six (6) months of Special Use Permit approval, the applicant shall submit a Phased Compliance Plan to the Planning & Development Department for review and approval.

      The plan shall:

      1. Identify all existing nonconforming conditions;
      2. Provide corrective actions for each condition;
      3. Establish annual milestones demonstrating progressive improvement;
      4. Demonstrate full completion within three (3) to five (5) years.

   C. **Annual Progress Reporting.**

      The applicant shall submit an annual report to the Planning & Development Department summarizing completed improvements, upcoming compliance actions, and overall status of the phased plan. Staff may conduct site inspections to verify progress.

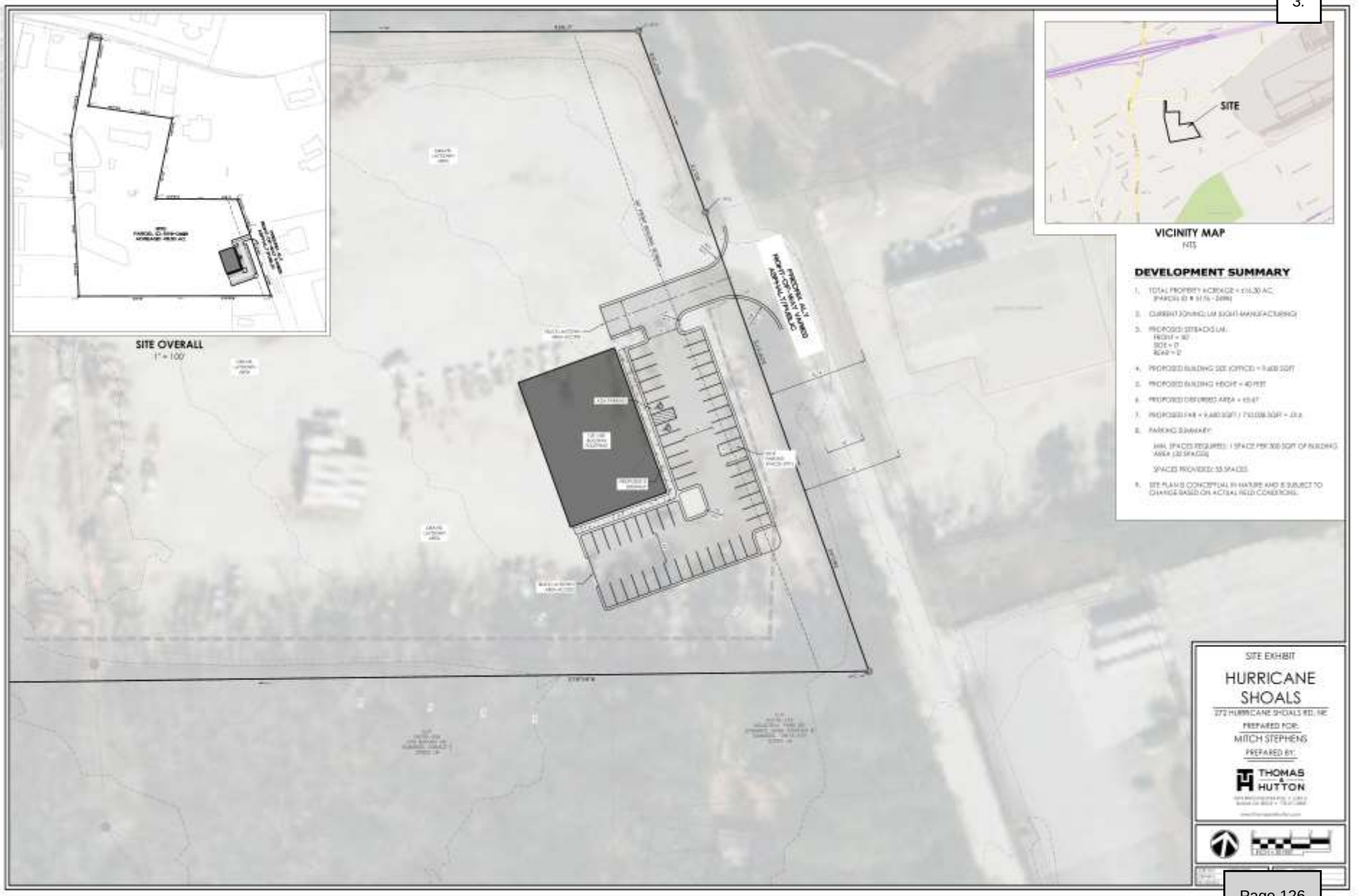
   D. **Failure to Meet Milestones.**

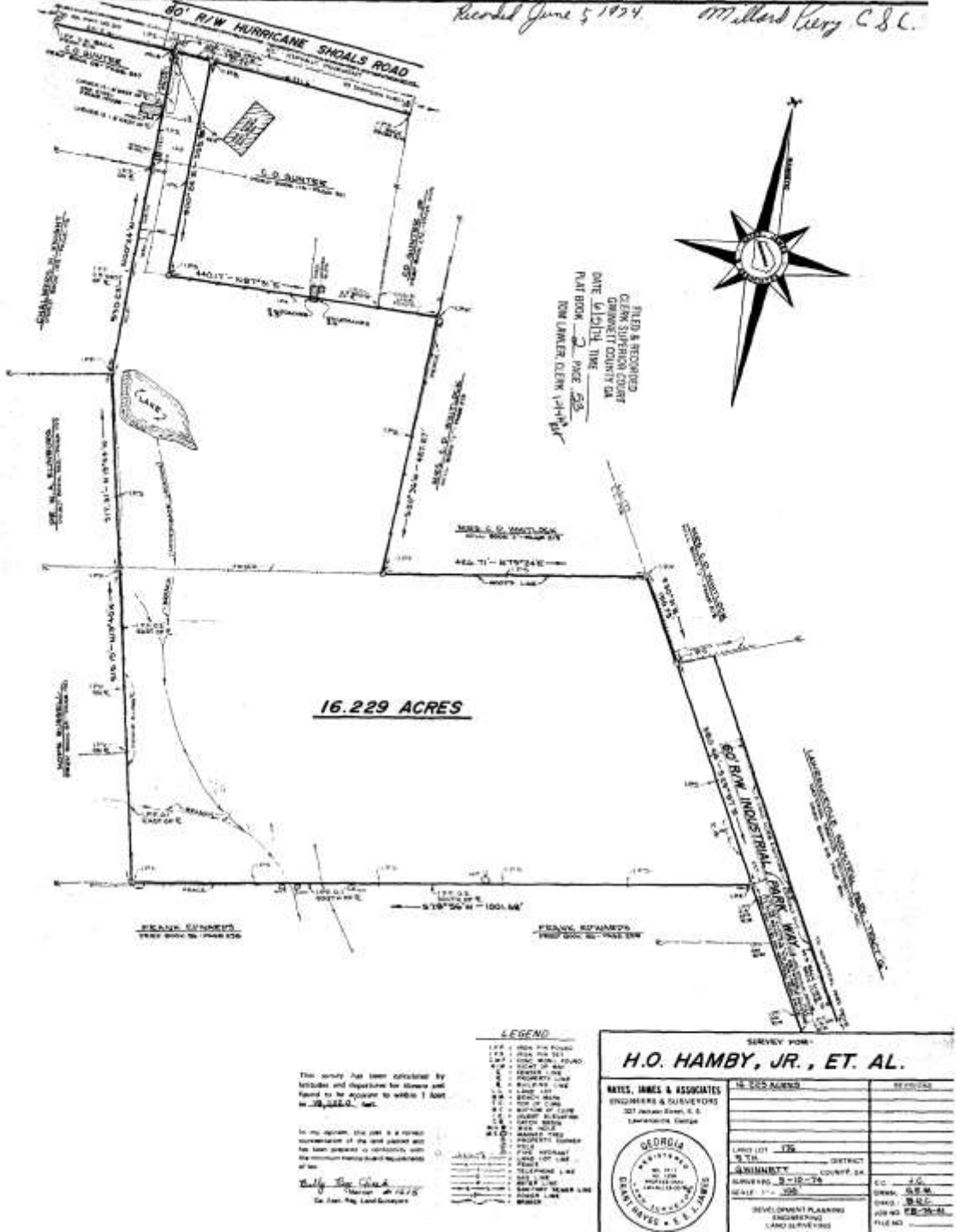
      Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized by City code.

   E. **Completion Certification.**

      Upon completion of all phased corrective actions, the applicant shall obtain written certification from the Planning & Development Department confirming that the site has been fully brought into compliance with applicable regulations.

# Questions?


SITE OVERALL
1" = 100'
SITE
VICINITY MAP
NTS
DEVELOPMENT SUMMARY
SITE EXHIBIT
HURRICANE SHOALS
272 HURRICANE SHOALS RD, NE
PREPARED FOR:
MITCH STEPHENS
PREPARED BY:
THOMAS & HUTTON


Recorded June 5 1974 Millard Berry C.S.C.
80' R/W HURRICANE SHOALS ROAD
FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
DATE 6/5/74 TIME
PLAT BOOK 2 PAGE 58
TOM LANKER, CLERK
16.229 ACRES
60' R/W INDUSTRIAL PARK WAY
FRANK SUMMERS
LEGEND
SURVEY FOR:
H.O. HAMBY, JR., ET. AL.
BATES, INNES & ASSOCIATES
ENGINEERS & SURVEYORS
GWINNETT
5-10-74

## 272 HURRICANE SHOALS ROAD

PROPOSED BUILDING MATERIALS:
PRE-ENGINEERED METAL BUILDING WITH STEEL STRUCTURE
CORRUGATED STEEL PANEL CLADDING
CONCRETE SLAB FOUNDATION
BUILDING DIMENSIONS: 120' (L) X 80' (W) X 40' (H)



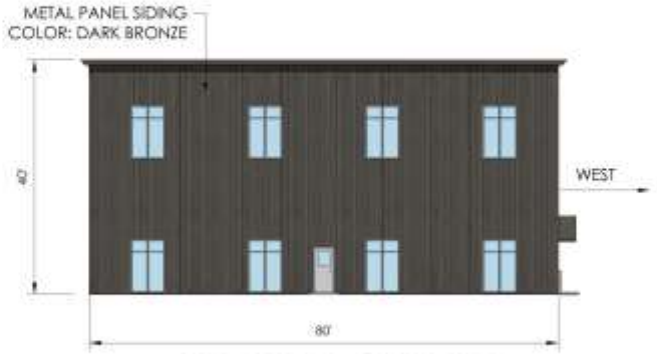

FRONT ELEVATION



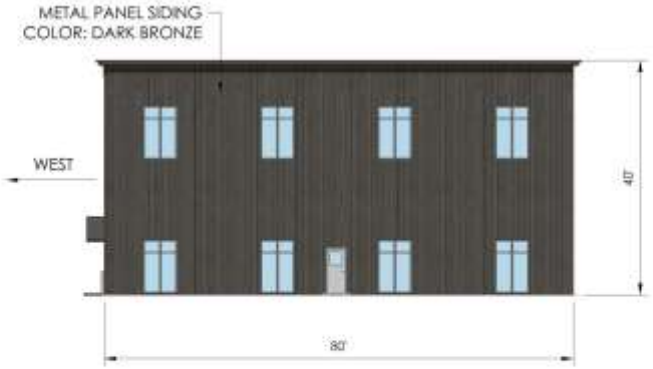

REAR ELEVATION

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT




NORTH ELEVATION, FACING NORTH




SOUTH ELEVATION, FACING SOUTH

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
RECEIVED JUNE 5, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE

*Planning & Development*

**PLANNING AND DEVELOPMENT DEPARTMENT**

**RECOMMENDED CONDITIONS_08032026**

**SUP2026-00010**

Approval of the Special Use Permit to allow a Contractor's Office, Heavy/Civil in an LM (Light Manufacturing) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   The Special Use Permit shall authorize only a Contractor's Office, Heavy/Civil, together with customary accessory office and administrative functions.

2. **To satisfy the following site development considerations:**

   All newly constructed buildings, structures, parking areas, driveways, storage areas, and associated site improvements shall fully comply with all current City of Lawrenceville zoning, development, stormwater, and building regulations at the time of permitting and construction.

3. **Phased Compliance for Existing Nonconforming Site Conditions:**

   **A. Phased Compliance for Existing Areas.**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, outdoor storage of vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, shall be brought into full compliance with current regulations within a phased period not to exceed five (5) years from the date of Special Use Permit approval.

   **B. Phased Compliance Plan Required.**

   Within six (6) months of Special Use Permit approval, the applicant shall submit a Phased Compliance Plan to the Planning & Development Department for review and approval.

   The plan shall:

   1. Identify all existing nonconforming conditions;
   2. Provide corrective actions for each condition;
   3. Establish annual milestones demonstrating progressive improvement;
   4. Demonstrate full completion within three (3) to five (5) years.

   **C. Annual Progress Reporting.**



The applicant shall submit an annual report to the Planning & Development Department summarizing completed improvements, upcoming compliance actions, and overall status of the phased plan. Staff may conduct site inspections to verify progress.

**D. Failure to Meet Milestones.**

Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized by City code.

**E. Completion Certification.**

Upon completion of all phased corrective actions, the applicant shall obtain written certification from the Planning & Development Department confirming that the site has been fully brought into compliance with applicable regulations.

LAWRENCEVILLE

Planning & Development

**PLANNING AND DEVELOPMENT DEPARTMENT**

**RECOMMENDED CONDITIONS_08032026**

**SUP2026-00011**

Approval of the Special Use Permit to allow a Vehicle Storage Lot (Outdoor Storage) in an LM (Light Manufacturing) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, existing outdoor storage of materials, equipment, and vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, may remain in their current form only as existing nonconforming conditions.

   These conditions shall be brought into full compliance with current regulations through a phased compliance schedule not to exceed five (5) years from the date of Special Use Permit approval.

   Outdoor storage of any kind shall be strictly prohibited within the portion of the property designated for redevelopment as illustrated on the site plan received June 5, 2026.

2. **To satisfy the following site development considerations:**

   All newly constructed buildings, structures, parking areas, driveways, storage areas, and associated site improvements shall fully comply with all current City of Lawrenceville zoning, development, stormwater, and building regulations at the time of permitting and construction.

3. **Phased Compliance for Existing Nonconforming Site Conditions:**

   **A. Phased Compliance for Existing Areas.**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, outdoor storage of vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, shall be brought into full compliance with current regulations within a phased period not to exceed five (5) years from the date of Special Use Permit approval.

   **B. Phased Compliance Plan Required.**

   Within six (6) months of Special Use Permit approval, the applicant shall submit a Phased Compliance Plan to the Planning & Development Department for review and approval.

   The plan shall:



1. Identify all existing nonconforming conditions;
2. Provide corrective actions for each condition;
3. Establish annual milestones demonstrating progressive improvement;
4. Demonstrate full completion within three (3) to five (5) years.

**C. Annual Progress Reporting.**

The applicant shall submit an annual report to the Planning & Development Department summarizing completed improvements, upcoming compliance actions, and overall status of the phased plan. Staff may conduct site inspections to verify progress.

**D. Failure to Meet Milestones.**

Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized by City code.

**E. Completion Certification.**

Upon completion of all phased corrective actions, the applicant shall obtain written certification from the Planning & Development Department confirming that the site has been fully brought into compliance with applicable regulations.

# LAWRENCEVILLE

*Planning & Development*

**PLANNING AND DEVELOPMENT DEPARTMENT**

**RECOMMENDED CONDITIONS_08032026**

**SUP2026-00012**

Approval of the Special Use Permit to allow Parking on a Gravel Surface in an LM (Light Manufacturing) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, existing outdoor storage of materials, equipment, and vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, may remain in their current form only as existing nonconforming conditions.

   These conditions shall be brought into full compliance with current regulations through a phased compliance schedule not to exceed five (5) years from the date of Special Use Permit approval.

   Parking on a Gravel Surface of any kind shall be strictly prohibited within the portion of the property designated for redevelopment as illustrated on the site plan received June 5, 2026.

2. **To satisfy the following site development considerations:**

   All newly constructed buildings, structures, parking areas, driveways, storage areas, and associated site improvements shall fully comply with all current City of Lawrenceville zoning, development, stormwater, and building regulations at the time of permitting and construction.

3. **Phased Compliance for Existing Nonconforming Site Conditions:**

   **A. Phased Compliance for Existing Areas.**

   Existing nonconforming site conditions, including but not limited to gravel parking surfaces, outdoor storage of vehicles, outdoor storage screening, fencing, buffers, landscaping, stormwater systems, and any other noncompliant site features, shall be brought into full compliance with current regulations within a phased period not to exceed five (5) years from the date of Special Use Permit approval.

   **B. Phased Compliance Plan Required.**

   Within six (6) months of Special Use Permit approval, the applicant shall submit a Phased Compliance Plan to the Planning & Development Department for review and approval.

   The plan shall:



1. Identify all existing nonconforming conditions;
2. Provide corrective actions for each condition;
3. Establish annual milestones demonstrating progressive improvement;
4. Demonstrate full completion within three (3) to five (5) years.

**C. Annual Progress Reporting.**

The applicant shall submit an annual report to the Planning & Development Department summarizing completed improvements, upcoming compliance actions, and overall status of the phased plan. Staff may conduct site inspections to verify progress.

**D. Failure to Meet Milestones.**

Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized by City code.

**E. Completion Certification.**

Upon completion of all phased corrective actions, the applicant shall obtain written certification from the Planning & Development Department confirming that the site has been fully brought into compliance with applicable regulations.

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

| | |
|---|---|
| **Item:** | SUP2026-00013; Smokerise Services, LLC; 425 West Pike Street |
| **Department:** | Planning and Development Department |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Presented By:** | Todd Hargrave, Director of Planning and Development Department |
| **Applicants Request:** | Special Use Permit to allow an automobile wash (carwash) |
| **Planning & Development Recommendation:** | Approval with Conditions |
| **Planning Commission Recommendation:** | Approval with Staff Recommended Conditions |

---

**Summary:** The applicant requests a Special Use Permit to allow an Automobile Wash (Carwash) at the subject property. The subject property is approximately 0.8-acre parcel zoned BG (General Business District) located at the Northeastern corner of the intersection between West Pike Street and Dons Way.

**Attachments/Exhibits:**

- SUP2026-00013_ATTCHMNTS_09042026
- SUP2026-00013_PC REC CNDS_10052026

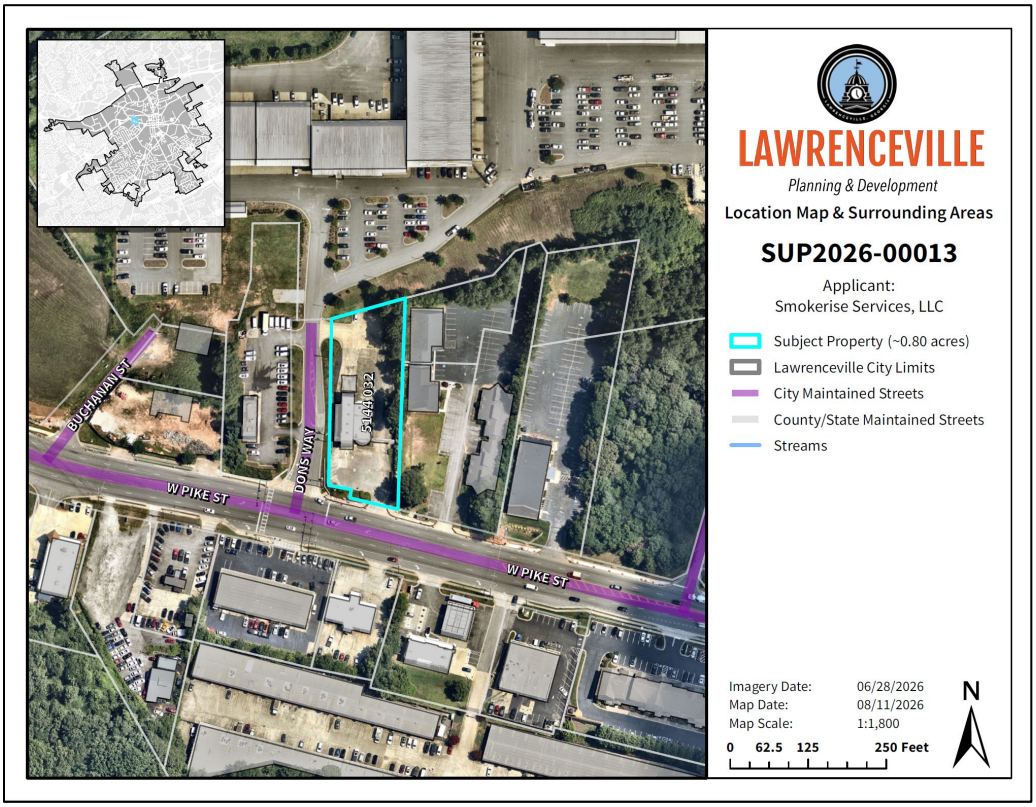
# LAWRENCEVILLE

## *Planning & Development*

### SPECIAL USE PERMIT

| | |
|---|---|
| **CASE NUMBER(S):** | **SUP2026-00013** |
| **APPLICANT(S):** | SMOKERISE SERVICES, LLC |
| **PROPERTY OWNER(S):** | SMOKERISE SERVICES, LLC |
| **LOCATION(S):** | 425 W PIKE STREET |
| **PARCEL IDENTIFICATION NUMBER(S):** | R5144 032 |
| **APPROXIMATE ACREAGE:** | 0.8 ACRES |
| **CURRENT ZONING:** | BG (GENERAL BUSINESS DISTRICT) |
| **PROPOSED DEVELOPMENT:** | AUTOMOBILE WASH (CARWASH) |
| **DEPARTMENT RECOMMENDATION:** | APPROVAL W/ CONDITIONS |

**VICINITY MAP**




SUP2026-00013_RPRT_09042026

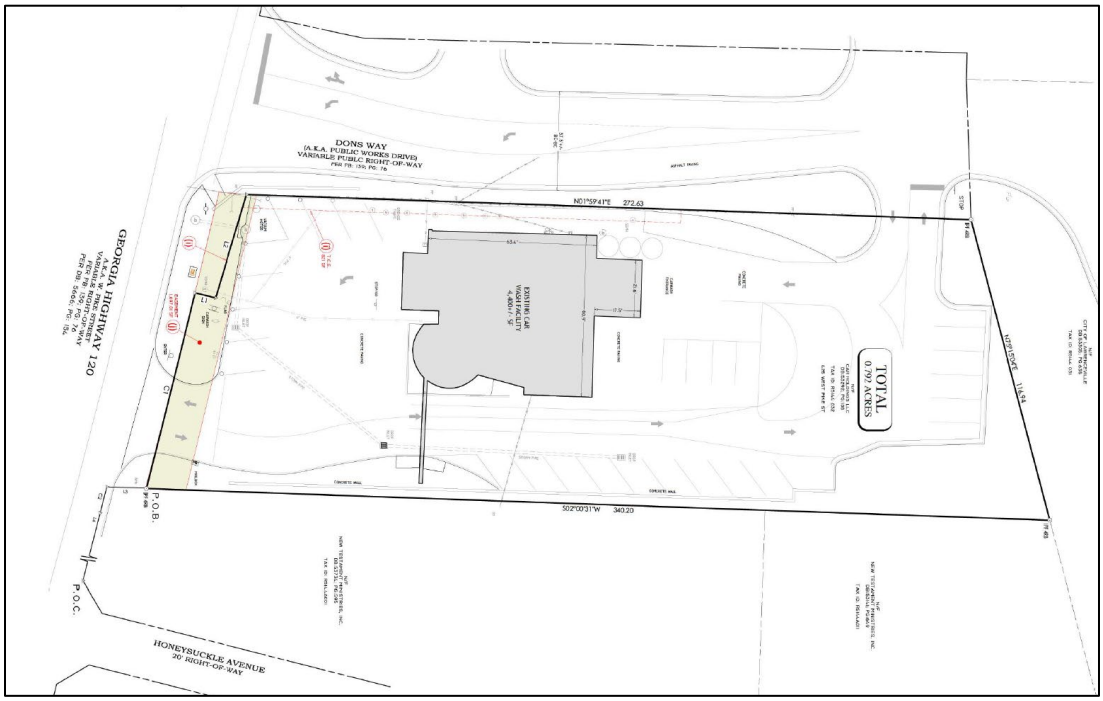
## ZONING HISTORY

The earliest zoning records on file for the subject property circa 1960 show the property zoned as BG (General Business District), its current zoning district. There are no Variances, Appeals, Special Use Permits, or Zoning Conditions on record for the subject property.

## PROJECT SUMMARY

The applicant requests a Special Use Permit to allow an Automobile Wash (Carwash) at the subject property. The subject property is an approximately 0.8-acre parcel zoned BG (General Business District) located at the northeastern corner of the intersection between West Pike Street and Dons Way.

### BOUNDARY SURVEY




SUP2026-00013_RPRT_09042026

**ZONING AND DEVELOPMENT STANDARDS**

The subject property is developed with an approximately 4,707 square foot structure originally constructed in the year 1968 as a car wash facility. The property is accessed via a pair of curb cuts: one located directly on West Pike Street, and the other at the rear of the property along Dons Way. The facility is served by twenty-six (26) parking spaces distributed throughout the property.

According to Occupation Tax records, the property was used as an Automobile Wash (Carwash) facility as recently as the year 2021. However, the property has sat vacant since the previous tenant "Autobell Car Wash") closed the business in 2021. As such, the six-month period during which an existing nonconforming use can be replaced by the same existing nonconforming use has long since expired.

The applicant proposes to use the existing structure (with minor interior and architectural modifications) and its environs as an Automobile Wash (Carwash) facility. Upon adoption of the 2020 Lawrenceville Zoning Ordinance, a Special Use Permit is necessary for an Automobile Wash (Carwash) facility in a BG (General Business) zoning district.

**Article 1 Districts, Section 103.2 Use Table**

| Standard | Requirement | Proposal | Recommendation |
|---|---|---|---|
| Automobile Wash (Carwash) | BG – Special Use Permit | BG – Special Use Permit | *Approval with Conditions* |

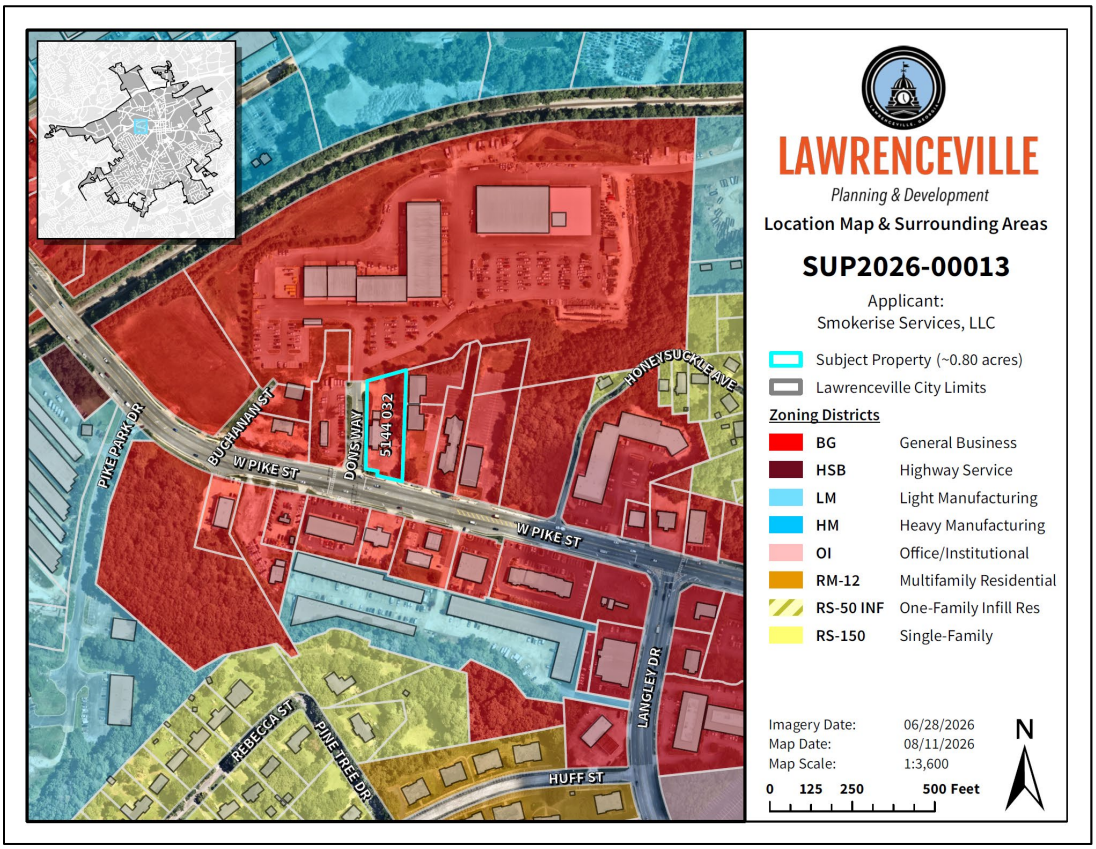
**Article 2, Section 200.3., Subsection 200.3.10. – Automobile Wash – Automatic and Self Service** reads as follows:

> *A. Metal building facades are prohibited; and*
>
> *B. Prefabricated awning type structures are only permitted at automatic facilities*

Approval of the proposed Special Use Permit would not require approval of any companion variances or other adjustments. While the applicant does not propose major site or architectural modifications, approval may be conditioned on meeting contemporary development, zoning, and building standards, where practical.

SUP2026-00013_RPRT_09042026

## CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP




## SURROUNDING ZONING AND USE

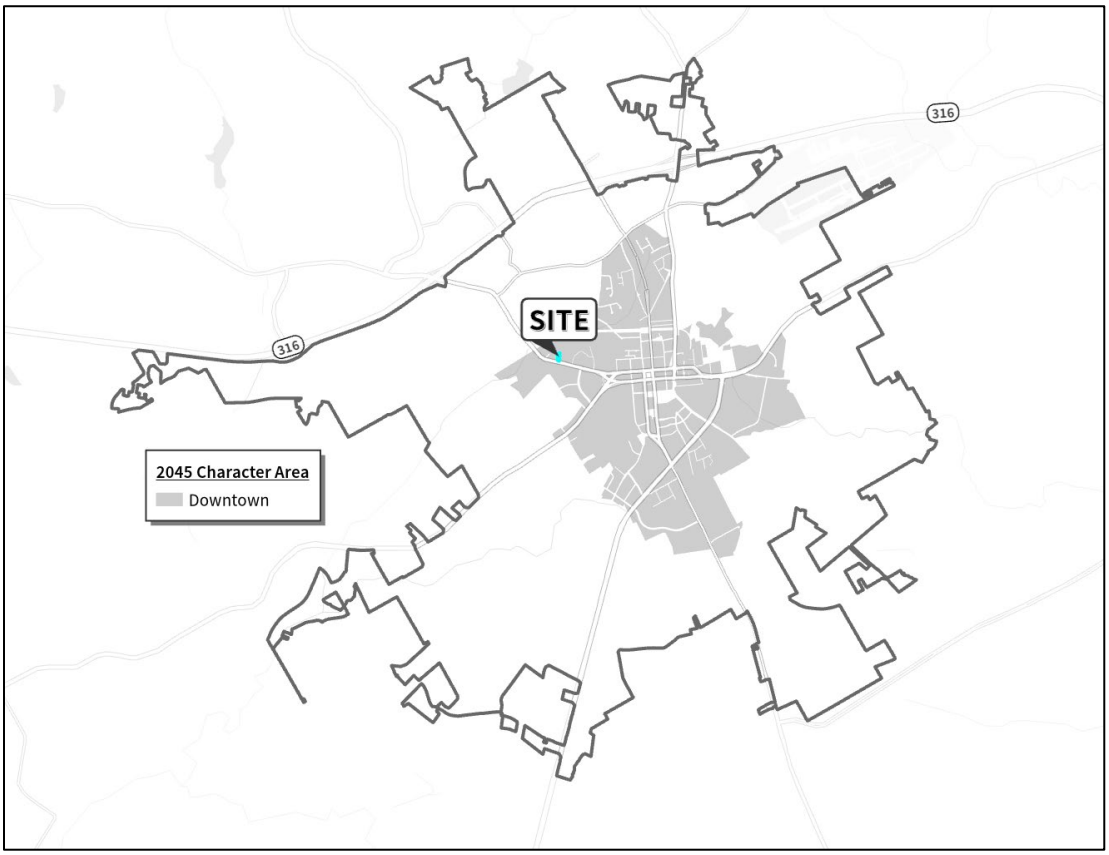
The immediate surrounding area along West Pike Street is composed of commercial, retail, and light industrial uses within commercial and industrial zoning districts.

Nearby uses include automobile-related facilities such as auto service garages, an auto rental facility, a used car lot, and a convenience store with fuel pumps, all zoned BG (General Business District). Other nearby uses include places of worship, multi-tenant retail facilities, and the City's public works facility – also zoned BG. The larger area is host to a larger number of uses and zoning districts, including office/warehouse spaces zoned LM (Light Manufacturing District), single-family dwellings zoned RS-150 (Single-Family Residential District), and more intensive industrial uses on land zoned HM (Heavy Manufacturing District). Of particular note within the greater area is another automobile wash facility ("Ultra Car Wash") on a property zoned BG, located at the intersection of West Pike Street and Old Norcross Road,

When considering the number and variety of auto-related uses along the West Pike Street corridor, the proposed Special Use Permit may be appropriate.

SUP2026-00013_RPRT_09042026

**FUTURE LAND USE PLAN MAP**




**2045 COMPREHENSIVE PLAN**

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Downtown character area, defined as such:

> *Lawrenceville's Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. With a robust economy and a focus on community life, Downtown is a hub of cultural activities and commerce.*

As a strictly auto-related use, the proposed request for an Automobile Wash facility may not be strictly consistent with the intent of the 2045 Comprehensive Plan for the Downtown character area.

SUP2026-00013_RPRT_09042026

## STAFF RECOMMENDATION

The proposed Special Use Permit would allow the reuse of an existing, purpose-built automobile wash facility that has historically operated as a car wash at the subject property. The request is compatible with the predominantly commercial and auto-oriented character of the West Pike Street corridor, where several automobile-related uses and another automobile wash are located nearby. While an automobile wash may not be strictly consistent with the Downtown character area's long-term vision, the proposal involves limited modifications to an existing facility and would not introduce a substantially new development pattern.

Given the limited scope of the request and the reuse of an existing purpose-built facility, Staff recommends **APPROVAL WITH CONDITIONS** of the requested Special Use Permit, subject to compliance with applicable zoning, development, building, and life-safety requirements and any conditions necessary to ensure compatibility with surrounding properties.

SUP2026-00013_RPRT_09042026

**CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**

**ENGINEERING DEPARTMENT**

No comment

**PUBLIC WORKS**

No comment

**ELECTRIC DEPARTMENT**

This location is served by Lawrenceville Power.

**GAS DEPARTMENT**

This location is served by Lawrenceville Gas.

**DAMAGE PREVENTION DEPARTMENT**

No comment

**CODE ENFORCEMENT**

No comment

**STREET AND SANITATION DEPARTMENT**

No comment

SUP2026-00013_RPRT_09042026

**STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:**

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

   The proposed Automobile Wash (Carwash) is suitable given the established commercial and automobile-oriented character of the West Pike Street corridor, which includes several automobile-related uses including another automobile wash in the general vicinity.

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

   The proposed use is not anticipated to adversely affect the existing use or usability of adjacent properties. The request involves the reuse of an existing, purpose-built carwash facility with limited site modifications, thereby minimizing potential impacts associated with new construction or significant changes in site activity.

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

   The property has a reasonable economic use as currently zoned BG, including continued commercial development and reuse of the existing structure. The proposed Special Use Permit would allow the property to be utilized for a use historically established on the site.

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

   The proposed reuse of the existing facility is not anticipated to result in an excessive or burdensome use of existing public facilities. The site has existing access from West Pike Street and Dons Way, and the proposed use would reestablish a historically existing use without significant expansion of the site or building footprint.

5. **Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

   The proposed Automobile Wash may not be strictly consistent with the long-term vision of the Downtown character area, which emphasizes a more mixed-use and pedestrian-oriented development pattern. However, the limited scope of the request and reuse of an existing purpose-built facility may mitigate this inconsistency.

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

   The property was historically developed and operated as an automobile wash, and the surrounding West Pike Street corridor continues to contain a variety of commercial and automobile-oriented uses. The proposed reuse of the existing facility, without substantial site expansion or redevelopment, provides supporting grounds for approval of the request.

SUP2026-00013_RPRT_09042026

# LAWRENCEVILLE

## Planning & Development

**PLANNING & DEVELOPMENT**

**RECOMMENDED CONDITIONS_10052026**

**SUP2026-000013**

Approval of the Special Use Permit to allow an Automobile Wash (Carwash) in a BG (General Business) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   **A.** The Special Use Permit shall be limited to an automobile wash conducted entirely within the existing structure on site, with no expansion of the building footprints.

   **B.** Outdoor storage associated with the automobile wash shall be prohibited.

   **C.** Hours of operation for the automobile wash shall be limited to 7:00 a.m. to 9:00 p.m., seven (7) days per week, unless otherwise approved by the City.

   **D.** All washing, detailing, and associated vehicle service activities shall be conducted within designated areas of the site and shall not interfere with required parking, fire access, pedestrian circulation, or public rights-of-way.

   **E.** The existing twenty-six (26) parking spaces shall be maintained unless otherwise approved through the applicable development review process. Parking or vehicle stacking shall not occur within the public right-of-way.

   **F.** Any exterior modifications to the existing structure shall be subject to review and approval by the Director of Planning and Development prior to issuance of a Building Permit and shall be consistent with applicable architectural and development standards.

   **G.** The existing building shall be maintained in good repair, and any deteriorated exterior materials, pavement, curbing, landscaping, or site improvements shall be repaired or replaced as required by the Director of Planning and Development.

   **H.** All access drives, parking areas, vehicle stacking areas, and pedestrian circulation areas shall be maintained in a safe and functional condition.

   **I.** 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. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.

   **J.** Peddlers and/or any parking lot sales shall be prohibited.

SUP2026-00013_P&D REC CNDS_09042026

**K.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

**L.** The Special Use Permit shall be limited to a period of two (2) years, at which time the use shall cease unless an application for renewal is submitted and approved in accordance with the Zoning Ordinance.

**M.** All applicable local, state, and federal permits and approvals, including building, fire, and life-safety permits, shall be obtained prior to occupying the facility.

SUP2026-00013_P&D REC CNDS_09042026

# LAWRENCEVILLE
GEORGIA

## SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION* |
|---|---|
| NAME: Smokerise Services llc | NAME: Smokerise Services llc |
| ADDRESS: 425 W Pike ST | ADDRESS: 425 W Pike ST |
| CITY: Lawrenceville | CITY: Lawrenceville |
| STATE: GA ZIP: 30046 | STATE: GA ZIP: 30046 |
| PHONE: 404-210-1463 | PHONE: 404-210-1463 |

CONTACT PERSON: Abdul Rahim Sivji PHONE: 404-210-1463

CONTACT'S E-MAIL: Rahimsivji@Hotmail.com

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

ZONING DISTRICT(S): O6 ACREAGE: 0.89

PARCEL NUMBER(S): R5144032

ADDRESS OF PROPERTY: 425 W Pike St, Lawrenceville GA 30046

PROPOSED SPECIAL USE: Automatic Car Wash

| | |
|---|---|
| SIGNATURE OF APPLICANT | DATE 8/4/26 |
| SIGNATURE OF OWNER | DATE 8/4/26 |
| TYPED OR PRINTED NAME: Abdul Rahim Sivji | |
| TYPED OR PRINTED NAME: Abdul Rahim Sivji | |
| NOTARY PUBLIC | DATE 8/4/26 |
| NOTARY PUBLIC | DATE 8/4/26 |

Lynne Serrian Notary Public Walton Co. My Comm. Expires September 30, 2027 State of Georgia

State of Georgia My Comm. Expires: September 30, 2027 Walton Co. Lynne Serrian Notary Public



SUP2026-00013
RECEIVED AUGUST 6, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# LAWRENCEVILLE
GEORGIA

## 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 to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? N
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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 of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? N
Y/N

If the answer is yes, please complete the following section:

| NAME OF GOVERNMENT OFFICIAL | CONTRIBUTIONS (List all which aggregate to $250 or more) | DATE CONTRIBUTION WAS MADE (Within last two years) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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



SUP2026-00013
RECEIVED AUGUST 6, 2026
PLANNING & DEVELOPMENT DEPARTMENT

Abdul Rahim Sivji, Smokerise Services LLC
1646 Lilburn Stone Mountain Rd.
St. Mountain, GA 30087

8/4/2026

City of Lawrenceville
Planning and Development Department
70 S. Clayton Street
Lawrenceville, GA 30046

RE: Letter of Intent – Application for Special Use Permit (SUP)

Property Address: 425 W. Pike Street, Lawrenceville, GA 30046
Parcel ID: R5144 032
Current Zoning: BG – General Business District
Proposed Use: Modernized Automatic Conveyor Tunnel Car Wash (Retrofit)

To the City Council, Planning Commission and Planning Department:

Please accept this Letter of Intent in support of my application for a Special Use Permit (SUP) for the property located at 425 W. Pike Street. The property consists of approximately 0.89 acres at the intersection of West Pike Street (Hwy 120) and Dons Way. The site is zoned BG and historically operated as an automatic car wash. We are requesting a SUP to authorize the substantial retrofit, modernization, and operation of a new, state-of-the-art, automatic, drive-in conveyor tunnel car wash where vehicles are mechanically pulled through computerized washing, rinsing, and drying stages.

Project Description & Capital Investment:
The proposed development will revitalize and retrofit the existing 4,707-square-foot commercial structure. This extensive capital improvement project will transform the footprint into a modern, high-efficiency conveyor wash tunnel. The project also features 15 dedicated, high-suction vacuum bays for customer use post-wash. The building architecture will undergo minor exterior facade modifications to complement the visual standards of the West Pike Street corridor. The proposed operational hours will be from 8:00 AM to 7:00 PM daily.

Zoning and Land Use Compatibility:
The requested Special Use Permit is highly compatible with the existing commercial character of the surrounding BG-zoned district and perfectly aligns with the City of Lawrenceville's 2040 Comprehensive Plan. Because this proposal represents the modernization of a historical land use at this exact location, it avoids creating new commercial density or commercial encroachment into nearby commercial or residential areas. The project brings a vital, environmentally conscious service amenity to an established, heavily traveled commercial transit corridor by breathing new life into an existing structural asset.

- Environmental & Water Resource Management: Environmental sustainability is central to the design. The facility will install a cutting-edge closed-loop water reclamation system that captures, filters, and recycles a vast majority of all wash water. All remaining wastewater will pass through a specialized oil/water separator interceptor before discharging safely into the municipal sewer line.

SUP2026-00013
RECEIVED AUGUST 6, 2026
PLANNING & DEVELOPMENT DEPARTMENT

- Noise Control & Visual Screening: In compliance with Lawrenceville's Article 2 Supplementary Use Standards, all automated mechanical wash operations take place inside the retrofitted, enclosed tunnel structure. The drying stage utilizes sound-insulated blowers positioned deeply inside the tunnel exit to prevent noise pollution. The 15 vacuum bays will utilize modern, muffled motor technology to minimize ambient sound.

- Public Safety & Lighting: The facility will be equipped with 24/7 video surveillance cameras and brightly lit during its 8:00 AM to 7:00 PM operational window with downward-directed, zero-glare LED lighting fixtures to ensure customer safety while preventing light spillover onto adjacent properties.

The proposed state-of-the-art conveyor car wash retrofit represents a major capital improvement that replaces a vacant commercial space with a premier, environmentally conscious service facility. It will significantly boost local utility revenue and generate active municipal tax revenue along a vital commercial artery while preserving the existing structural footprint.

We respectfully request your approval of this Special Use Permit. Thank you for your time and careful consideration of this proposal.

Sincerely,

SMOKERISE SERVICES LLC
Owner

SUP2026-00013
RECEIVED AUGUST 6, 2026
PLANNING & DEVELOPMENT DEPARTMENT

# EXHIBIT "A"

## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 144 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia, and being more particularly described as follows: To find the true point of beginning, commence at the mitered westerly right-of-way line of Honeysuckle Avenue (20-foot right-of-way) and the old northerly right-of-way line of Georgia Highway No. 120 (also known as West Pike Street) (the old right-of-way being 72 feet) running thence along the old northerly right-of-way line of Georgia Highway No. 120 north 75 degrees 42 minutes 11 seconds west a distance of 421 76 feet to a point; thence continuing along said old right-of-way line along the arc of the curve to the right (said arc being subtended by a chord bearing of north 75 degrees 47 minutes 35 seconds west a chord distance of 10.09 feet and having a radius of 5765.578 feet) an arc distance of 18.09 feet to a 5/8 inch rebar found; thence leaving the old northerly right-of-way line and running north 01 degree 52 minutes 30 seconds east a distance of 14 32 feet to an iron pin set, which marks the TRUE POINT OF BEGINNING; thence running along the arc of a curve to the right (said arc being subtended by a chord bearing of north 76 degrees 28 minutes 52 seconds west a chord distance of 114 65 feet and having a radius of 5779.578 feet) an arc distance of 114.65 feet to an iron pin set; thence running north 02 degrees 06 minutes 21 seconds east a distance of 283.96 feet to an iron pin set; thence running north 75 degrees 13 minutes 55 seconds east a distance of 116.01 feet to a 1/2 inch rebar found; thence running south 01 degrees 52 minutes 30 seconds west a distance of 340.32 feet to an iron pin set, which marks the POINT OF BEGINNING; said tract or parcel being shown as containing 0 8000 acres on that survey prepared by Tim Shelton by Hannon, Meeks & Bagwell, Surveyors & Engineers, Inc., Lawrenceville, Georgia, Mack L. Meeks, Georgia Registered Land Surveyor No 1497, dated January 13, 1988.

Less and except from the above described property that portion of the property conveyed by that certain Right of Way Deed from CAH Holdings, LLC to City of Lawrenceville, Georgia dated February 2, 2017 and recorded in Deed Book 54916, Page 592 in the real property records of Gwinnett County, Georgia:

**All that tract or parcel of land lying and being in Land Lot 144 of the 5th Land District, in the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:**

**To find the POINT OF COMMENCEMENT, begin at a point at the intersection of the Northeasterly Right-of-Way of West Pike Street (100-foot R/W) and the Southeasterly Right-of-Way of CSX Railway (100-foot Right-of-Way); THENCE leaving said intersection, South 61 degrees 00 minutes 25 seconds East for a distance of 931.53 feet to a Point on the Northeasterly Right-of-Way of West Pike Street, said Point being THE POINT OF BEGINNING**

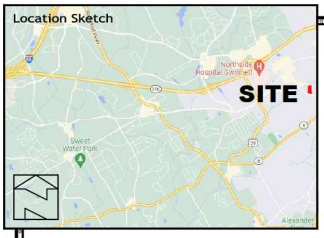
**THENCE from said Point as thus established, North 01 degree 59 minutes 41 seconds East for a distance of 10.18 feet to a Point; THENCE North 73 degrees 16 minutes 55 seconds West for a distance of 40.63 feet to a Point; THENCE South 13 degrees 57 minutes 03 seconds West for a distance of 8.00 feet to a Point on the Northeasterly Right-of-Way of West Pike Street; THENCE along the Northeasterly Right-of-Way of West Pike Street North 76 degrees 02 minutes 57 seconds West for a distance of 38.48 feet to a Point, said point being THE POINT OF BEGINNING.**

**Said property contains 0.008 Acres (354 Square Feet) as shown as a Required Right-of-Way on the Right-of-Way & Easement Exhibit for CAH Holdings & Lawrenceville Public Works, prepared by Precision Planning, Inc. (Job# T15233), and dated 5/31/16.**



SUP2026-00013
RECEIVED AUGUST 6, 2026
PLANNING & DEVELOPMENT DEPARTMENT

## Location Sketch




## Flood Statement

THE F.I.R.M. (FLOOD INSURANCE RATE MAP) SHOWS THE REFERENCED PARCEL TO BE IN ZONE X AND IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS. ACCORDING TO MAP NOS: 13135C0073F & 13135C0088F, DATED: 09/29/2006.

## Zoning Notes

NO ZONING INFORMATION PROVIDED AS PART OF THIS TITLE COMMITMENT.

## Utility Notes

SOURCE INFORMATION FROM PLANS AND MARKINGS WERE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

## Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOT 104, OF THE 5TH DISTRICT, IN THE CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE MITERED INTERSECTION OF THE WESTERN RIGHT-OF-WAY (R/W) OF HONEYSUCKLE AVENUE (20' PUBLIC R/W) AND THE NORTHERN R/W OF GEORGIA HIGHWAY 120 (A.K.A. WEST PIKE STREET - VARIABLE PUBLIC R/W); THENCE ALONG THE NORTHERN R/W OF GA HWY 120 (A.K.A. WEST PIKE STREET- VARIABLE PUBLIC R/W) WITH A BEARING OF N 75°42'11" W, A DISTANCE OF 421.76 FEET TO A POINT; THENCE IN A WESTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 5765.58 FEET, HAVING A CHORD BEARING OF N 75°47'35" W, A CHORD DISTANCE OF 10.09 FEET AND AN ARC LENGTH OF 10.09 FEET TO A POINT; THENCE WITH A BEARING OF N 0°53'20" E, A DISTANCE OF 14.32 FEET TO AN IRON PIN FOUND (#4 REBAR) AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE CONTINUING ALONG SAID R/W IN A WESTERLY DIRECTION WITH CURVE TURNING TO THE LEFT WITH A RADIUS OF 5779.58 FEET, HAVING A CHORD BEARING OF N 76°02'50" W, A CHORD DISTANCE OF 75.91 FEET AND AN ARC LENGTH OF 75.91 FEET TO A POINT; THENCE WITH A BEARING OF N 73°16'41" W, A DISTANCE OF 40.62 FEET TO A POINT AT THE INTERSECTION OF SAID R/W OD THE EASTERN R/W OF DONS WAY (A.K.A. PUBLIC WORK DRIVE - VARIABLE PUBLIC R/W); THENCE ALONG THE EASTERN R/W OF DONS WAY (A.K.A. PUBLIC WORK DRIVE - VARIABLE PUBLIC R/W) WITH A BEARING OF N 01°59'41" E, A DISTANCE OF 272.63 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE LEAVING SAID R/W WITH A BEARING OF N 75°15'04" E, A DISTANCE OF 116.94 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 02°00'31" W, A DISTANCE OF 340.20 FEET TO AN IRON PIN FOUND (#4 REBAR) ALONG THE NORTHERN R/W OF GA HWY 120 (A.K.A. WEST PIKE STREET- VARIABLE PUBLIC R/W) AND THE TRUE POINT OF BEGINNING.

## Commitment no: 2-41838(B)(Tract 3) Effective Date: June 29, 2022 at 5:00 p.m.

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHED, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I REQUIREMENTS ARE MET. - NOT A SURVEY MATTER.
2. STANDARD EXCEPTIONS:
   - (a) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. - NOT A SURVEY MATTER.
   - (b) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. - NOT A SURVEY MATTER.
   - (c) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
   - (d) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. - NOT A SURVEY MATTER.
   - (e) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. - NOT A SURVEY MATTER.
3. SPECIAL EXCEPTIONS:
   - (A) ALL TAXES FOR THE YEAR 2022 AND SUBSEQUENT YEARS. - NOT A SURVEY MATTER.
   - (B) ANY AND ALL UNPAID WATER BILLS ASSOCIATED WITH SUBJECT PROPERTY. - NOT A SURVEY MATTER.

NOTE: THE ABOVE ITEM MAY BE REMOVED OR MODIFIED UPON FURTHER EXAMINATION.

   - (C) NO INSURANCE IS AFFORDED AS TO THE EXACT AMOUNT OF ACREAGE CONTAINED IN THE PROPERTY DESCRIBED HEREIN. - SURVEYED ACREAGE AS SHOWN.
   - (D) RIPARIAN RIGHTS INCIDENT TO THE PREMISES. - NOT A SURVEY MATTER.
   - (E) RIGHTS OF TENANTS IN POSSESSION UNDER UNRECORDED LEASES. - NOT A SURVEY MATTER.
   - (F) ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER CREATED BY OR ARISING OUT OF THE INACCESSIBILITY OF THE RECORDS OF GWINNETT COUNTY, GEORGIA, INCLUDING, BUT NOT LIMITED TO, (I) AN INABILITY TO SEARCH THE PUBLIC RECORDS AFTER JUNE 29, 2022, OR (II) ANY DELAY IN RECORDATION OF THE LIMITED WARRANTY DEED INTO THE PROPOSED INSURED IN THE PUBLIC RECORDS. - NOT A SURVEY MATTER.
   - (G) CONVEYANCE OF ACCESS RIGHTS FROM H. T. SHELTON TO THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, DATED JANUARY 21, 1985, FILED FOR RECORD MAY 1, 1985 AT 9:00 A.M., RECORDED IN DEED BOOK 3033, PAGE 188, RECORDS OF GWINNETT COUNTY, GEORGIA. - DOES NOT AFFECT.
   - (H) EASEMENT AS GRANTED IN THAT CERTAIN WARRANTY DEED FROM SUNSHINE CAR WASH, INC. TO DEPARTMENT OF TRANSPORTATION, DATED JUNE 2, 1989, FILED FOR RECORD AUGUST 8, 1989 AT 1:16 P.M., RECORDED IN DEED BOOK 5603, PAGE 206, AFORESAID RECORDS. - DOES NOT AFFECT.
   - (I) RIGHT OF WAY DEED FROM CAH HOLDINGS, LLC. A GEORGIA LIMITED LIABILITY COMPANY TO CITY OF LAWRENCEVILLE, GEORGIA, A GEORGIA MUNICIPAL CORPORATION, DATED FEBRUARY 2, 2017, FILED FOR RECORD FEBRUARY 6, 2017 AT 4:17 P.M., RECORDED IN DEED BOOK 54918, PAGE 592, AFORESAID RECORDS. 0.008 ACRE REQUIRED R/W. AFFECTS AS SHOWN.

NOTE: THE ABOVE ITEM MAY BE REMOVED OR MODIFIED UPON FURTHER EXAMINATION AND/OR SURVEY REVIEW.

   - (J) GENERAL EASEMENT AND MAINTENANCE AGREEMENT FOR SIDEWALK BY AND BETWEEN CAH HOLDING, LLC. A NORTH CAROLINA LIMITED LIABILITY COMPANY AND CITY OF LAWRENCEVILLE, A GEORGIA MUNICIPAL CORPORATION, DATED DECEMBER 20, 2017, FILED FOR RECORD JANUARY 23, 2018 AT 11:25 P.M., RECORDED IN DEED BOOK 55066, PAGE 524, AFORESAID RECORDS. - 1,697.01 SQ. FT. EASEMENT AREA. AFFECTS AS SHOWN.
   - (K) ALL MATTERS AS SHOWN ON THAT CERTAIN SURVEY PREPARED BY TIM SHELTON BY HANNON, PEEKS & BAGWELL, SURVEYORS & ENGINEERS, INC., LAWRENCEVILLE, GEORGIA, MACK L. MEEKS, GEORGIA REGISTERED LAND SURVEYOR NO. 1647, DATED JANUARY 15, 1988. - NO COPY OF REFERENCED PLAT PROVIDED AS PART OF THIS TITLE PACKAGE.
   - (L) ALL MATTERS AS SHOWN ON THAT CERTAIN SURVEY ENTITLED " BOUNDARY SURVEY FOR: AUTOBELL CAR WASH" PREPARED BY SOUTHLAND ENGINEERING, INC., BEARING THE SEAL AND CERTIFICATION OF KEVIN N. COONEY, GEORGIA REGISTERED LAND SURVEYOR NO. 2980, DATED NOVEMBER 11, 2016, LAST REVISED MARCH 27, 2015, BEING JOB NO. 14179. - DOES NOT AFFECT.

   - (M) ANY SECURITY INTEREST CREATED AT CLOSING. - NOT A SURVEY MATTER.

## Surveyor's Certification

I, KEVIN N. COONEY, A REGISTERED LAND SURVEYOR IN THE STATE OF GEORGIA OF THE FIRM OF SOUTHLAND ENGINEERING, INC., CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA 30120 (PHONE - (770) 387-0440), HEREBY CERTIFY TO FRATESI PROPERTIES, LLC., A GEORGIA LIMITED LIABILITY COMPANY; UNITED COMMUNITY BANK AND CHICAGO TITLE INSURANCE COMPANY, THAT THE PREMISES SHOWN HEREON IS A TRUE AND CORRECT PLAT OF THE PROPERTY DESCRIBED HEREON; THAT THE BUILDINGS THEREON ARE LOCATED WITH RESPECT TO PROPERTY BOUNDARIES AS SHOWN. THE SURVEY WAS PREPARED TO INCLUDE 2021 ALTA TABLE A ITEMS 1, 2, 3, 4, 6(A), 7(A), 7(B)(1), 7(C), 8, 9, 10, 11(A), 13, 14, 16, 17, 18, AND 19. I FURTHER CERTIFY THAT I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAPS AS ARE CURRENTLY AVAILABLE AND HAVE FOUND THAT THE SUBJECT PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA.

WITNESS MY HAND THIS THE 21st DAY OF September 2022.

GEORGIA REGISTERED PROFESSIONAL 9/21/22 KEVIN N. COONEY

KEVIN N. COONEY, P.L.S. - GA REG. NO. 2980

## General Notes

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1' IN 37,000 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN 662,308 FEET.
3. EQUIPMENT USED: TOPCON 2003W, TOTAL STATION. WITH DATA COLLECTOR AND TOPCON NETWORK RTK GPS.
4. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
5. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
6. DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.
7. UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON ABOVE GROUND OBSERVATIONS. ACTUAL LOCATIONS OF UNDERGROUND UTILITIES MAY VARY AND UTILITIES NOT SHOWN ON THIS SHEET MAY EXIST ON THIS SITE.
8. THE SURVEYED LAND IS A LAWFULLY CREATED PARCEL AND HAS BEEN SUBDIVIDED IN ACCORDANCE WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, AND REGULATIONS INCLUDING WITHOUT LIMITATION APPLICABLE SUBDIVISION ORDINANCES.
9. THE SURVEYED PROPERTY IS THE SAME PROPERTY DESCRIBED IN TITLE COMMITMENT 2-41838(B)(TRACT 3) WITH A DATE OF JUNE 29, 2022 AT 5:00 PM.
10. AT TIME OF SURVEY, NO PARTY WALLS EXIST ON THE SUBJECT PROPERTY.
11. AT TIME OF SURVEY, NO PARKING SPACES EXIST ON THE SUBJECT PROPERTY.
12. AT TIME OF SURVEY, THERE WAS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LAND FILL.
13. AT TIME OF SURVEY, THERE WAS NO RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. AT TIME OF SURVEY, THERE WERE NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES OR EVIDENCE RECENT STREET OR SIDEWALK REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

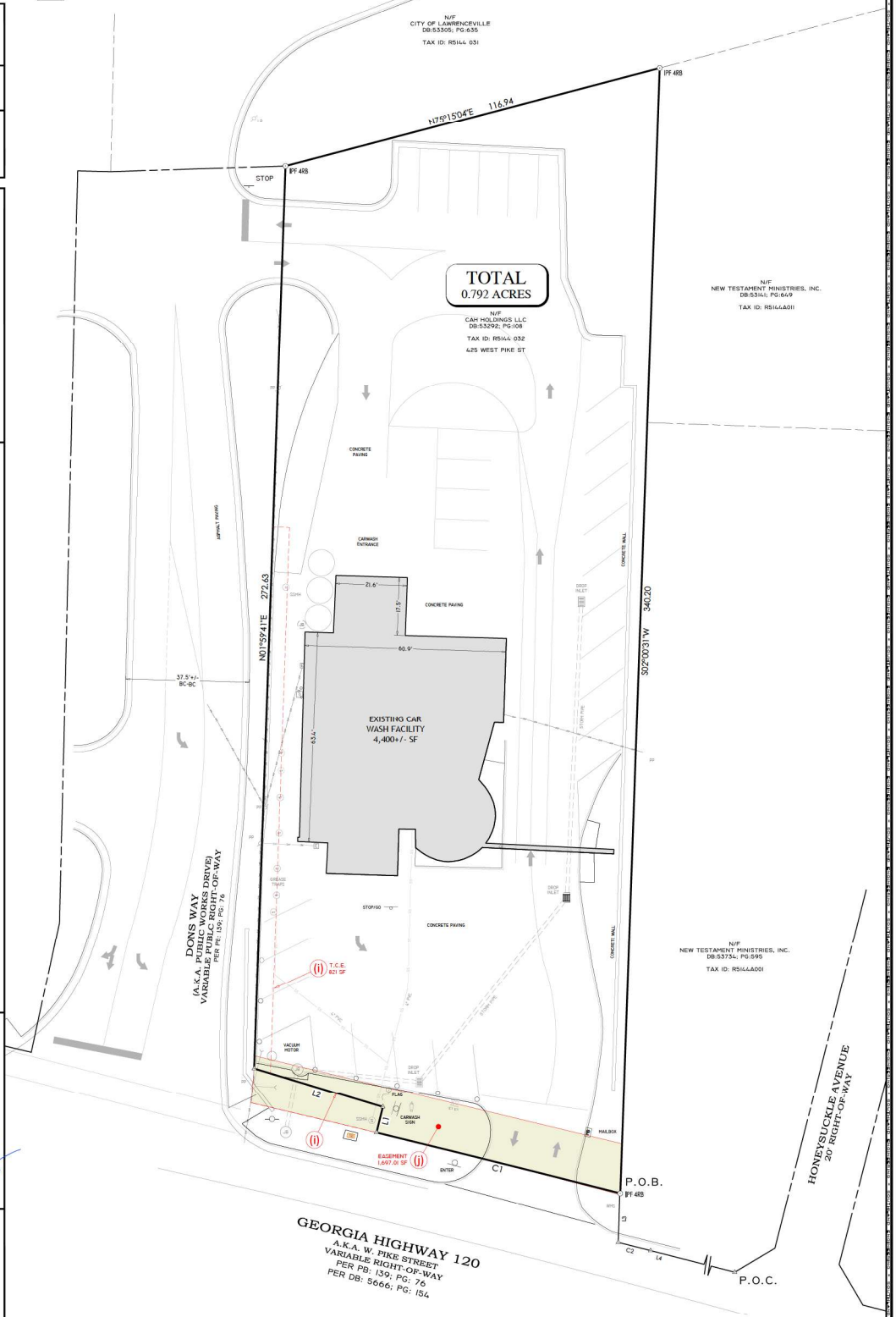
GRAPHIC SCALE : 1" = 15'

0' 7.5' 15' 30' 60'

GA WEST ZONE GRID NORTH

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DIRECTION | CHORD |
| C1 | 75.91 | 5779.58 | N76°02'50"W | 75.91 |
| C2 | 10.09 | 5765.58 | N75°47'35"W | 10.09 |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N13°54'21"E | 8.00 |
| L2 | N73°16'41"W | 40.62 |
| L3 | N01°53'20"E | 14.32 |
| L4 | N75°42'11"W | 421.76 |




**SUP2026-00013**
**RECEIVED AUGUST 6, 2026**
**PLANNING & DEVELOPMENT DEPARTMENT**

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

DATE: SEPT. 13, 2022 | REV: SEPT. 22, 2022 | JOB NO: 14179 - 4
DATE OF FIELDWORK: SEPT. 1, 2022 | DR: KNC | CH: KNC | APP: KNC

ALTA/NSPS LAND TITLE SURVEY FOR:
Fratesi Properties, LLC, a Georgia limited liability company
United Community Bank
Chicago Title Insurance Company
Land Lot 104, of the 5th District, City of Lawrenceville, Gwinnett County, Georgia

| | | | | | |
|---|---|---|---|---|---|
| = IRON PIN FOUND | = DOUBLE WING CATCH BASIN | = GAS VALVE | = SEWER MANHOLE | = STORM PIPE | = WATER LINE |
| = CONCRETE MON.FOUND | = SINGLE WING CATCH BASIN | = GAS METER | = CLEAN OUT | = OVERHEAD PWR. | = COMM. LINE |
| = IRON PIN PLACED | = JUNCTION BOX | = TELEPHONE MANHOLE | = WATER VALVE | = FENCE LINE | = UND. PWR. |
| = BENCHMARK | = CURB INLET | = ELECTRIC MANHOLE | = WATER METER | = GAS LINE | |
| = PHOTO REFERENCE | = YARD INLET | = TELEPHONE PEDESTAL | = FIRE HYDRANT | | |
| = EXCEPTIONS | = DROP INLET | = SIGN | = IRRIGATION CONT. VALVE | | |
| = PARKING BOLLARD | = HEADWALL | = BENCHMARK | = WELL | | |
| | | | = MAILBOX | | |

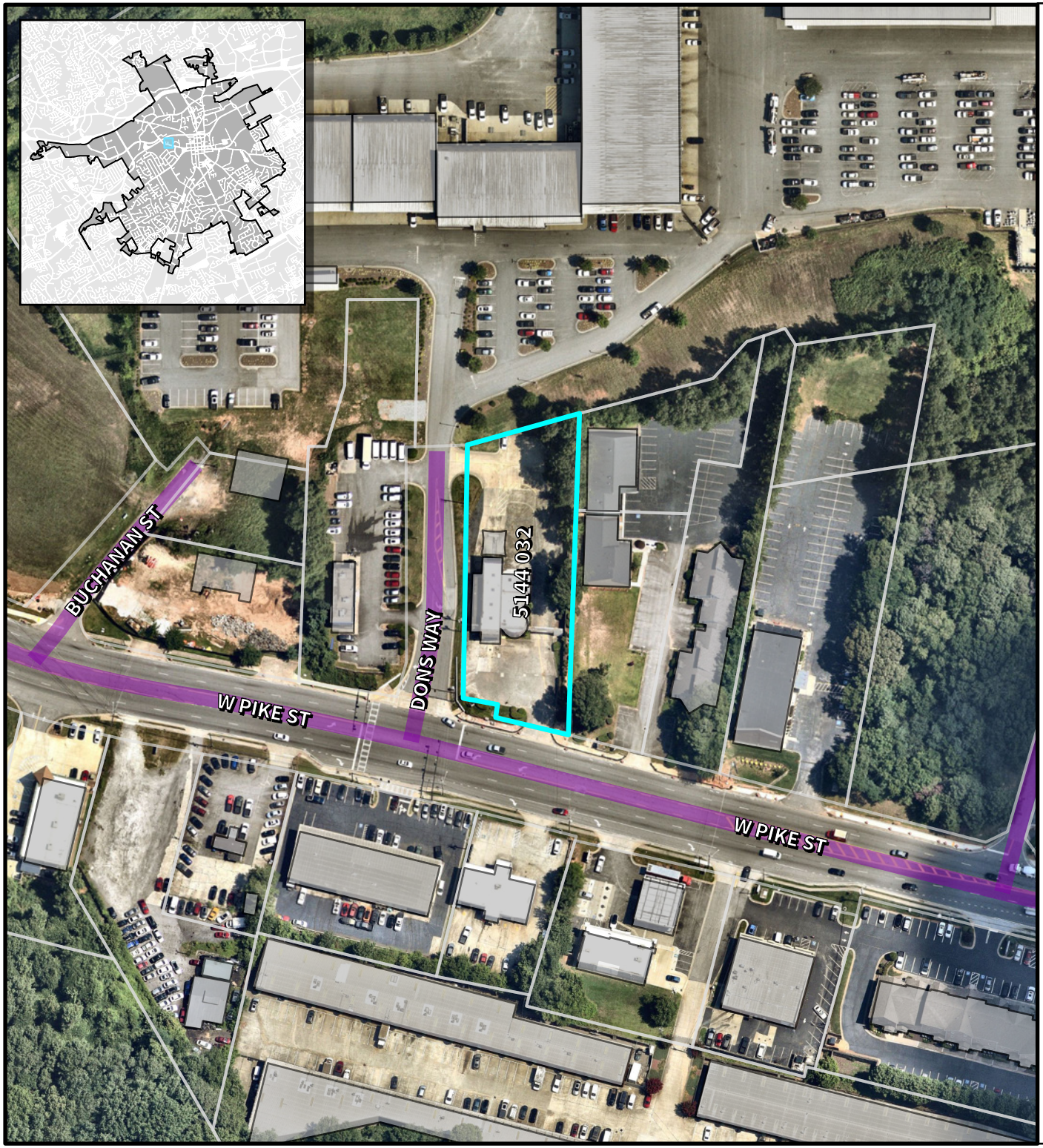
# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# SUP2026-00013

Applicant:
Smokerise Services, LLC




- Subject Property (~0.80 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/11/2026 |
| Map Scale: | 1:1,800 |

N

0 62.5 125 250 Feet

# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

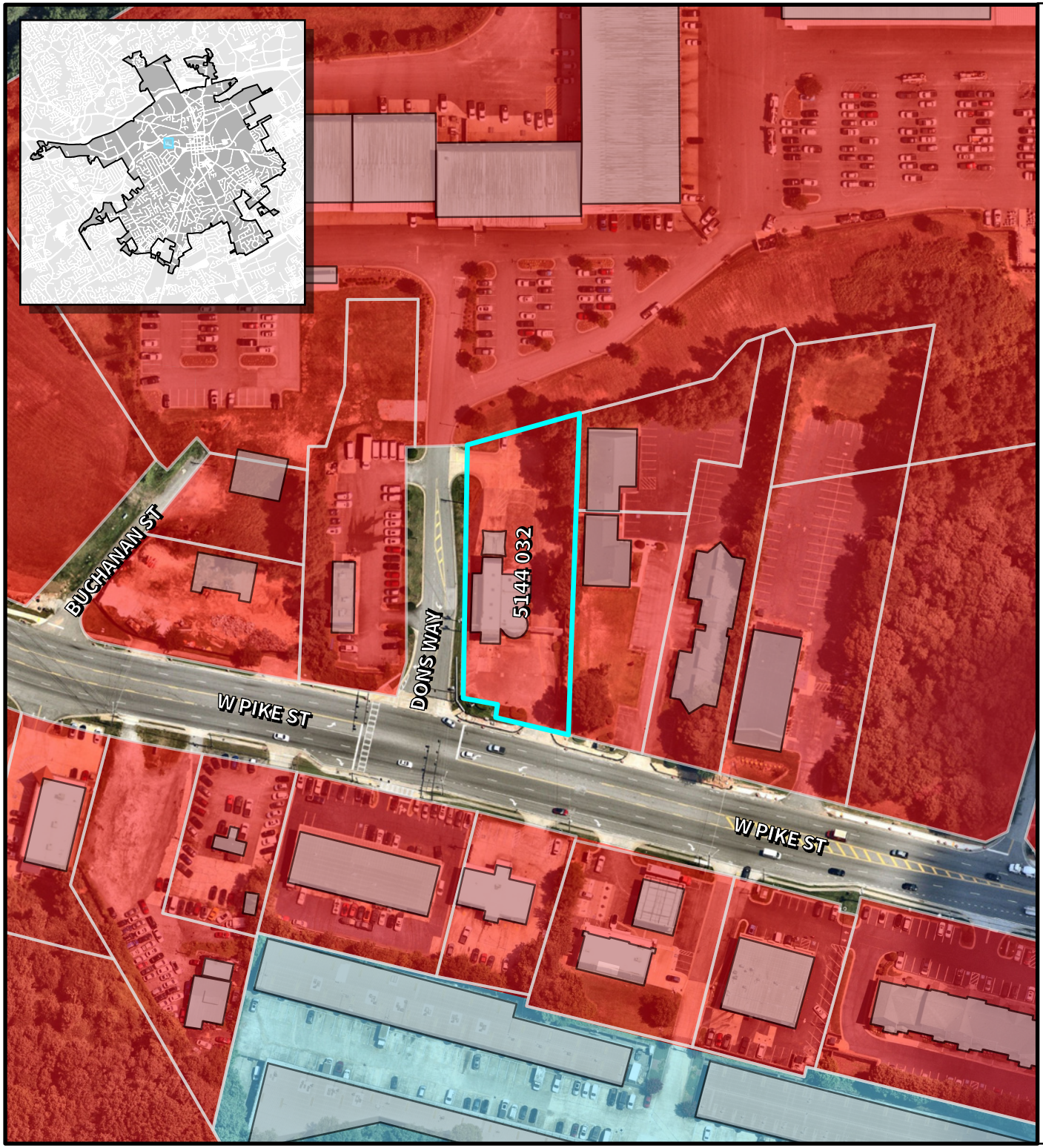
# SUP2026-00013

Applicant:
Smokerise Services, LLC

- Subject Property (~0.80 acres)
- Lawrenceville City Limits

**Zoning Districts**

- **BG** General Business
- **LM** Light Manufacturing




| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/11/2026 |
| Map Scale: | 1:1,800 |

N

0 62.5 125 250 Feet

# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# SUP2026-00013

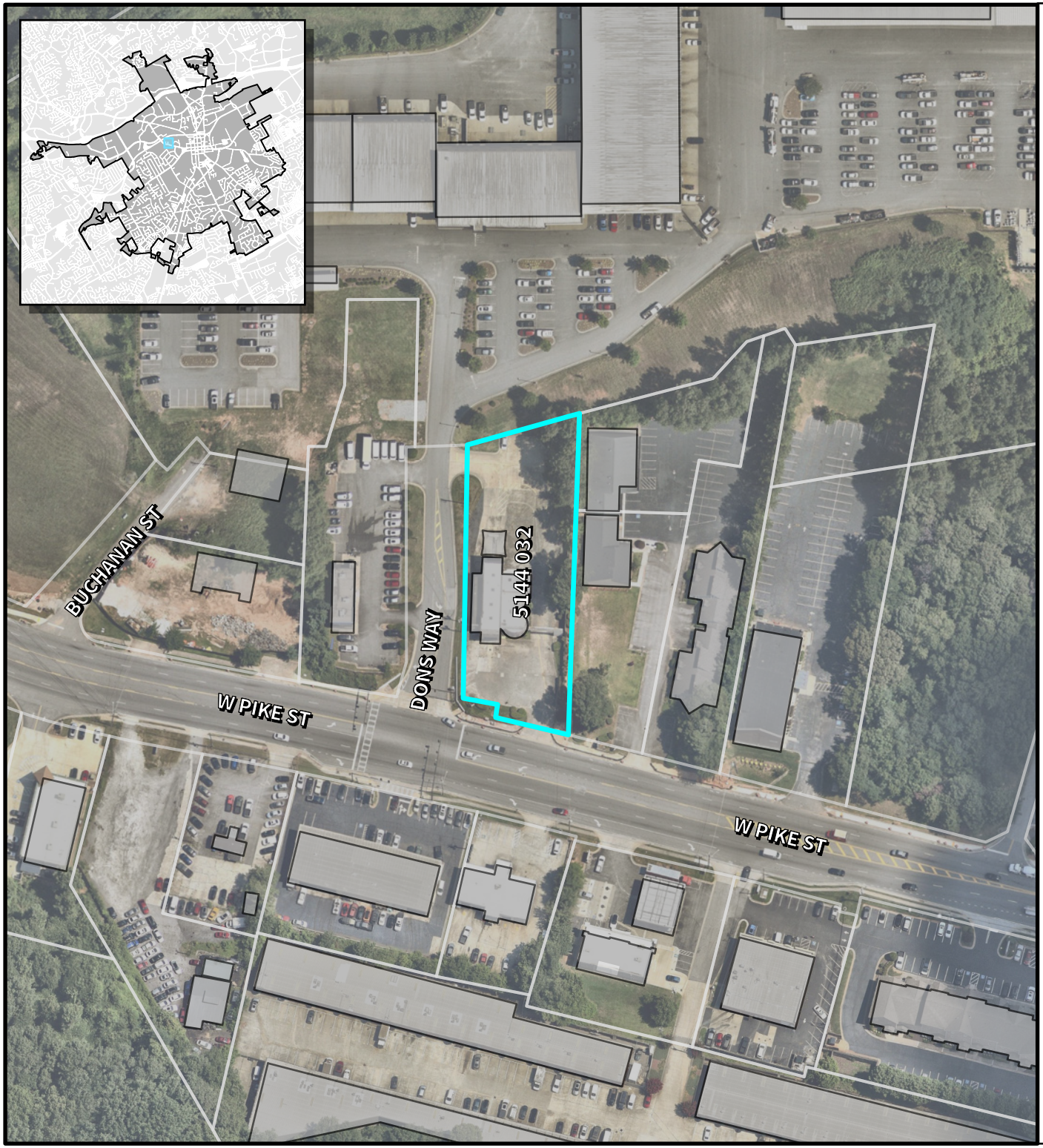
Applicant:
Smokerise Services, LLC

Subject Property (~0.80 acres)

Lawrenceville City Limits

**2045 Character Areas**

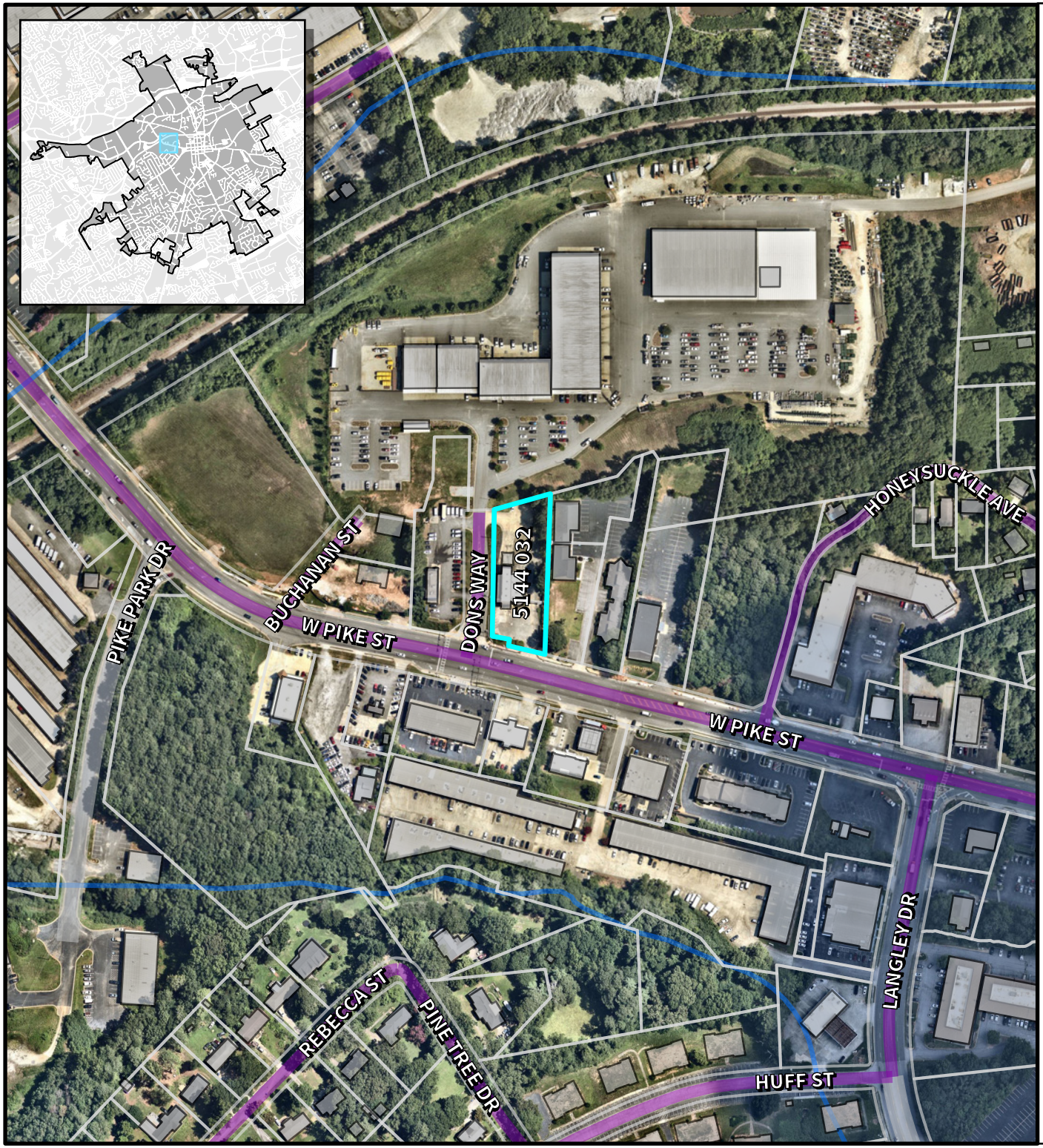
Downtown




Imagery Date: 06/28/2026
Map Date: 08/11/2026
Map Scale: 1:1,800

N

0 62.5 125 250 Feet




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# SUP2026-00013

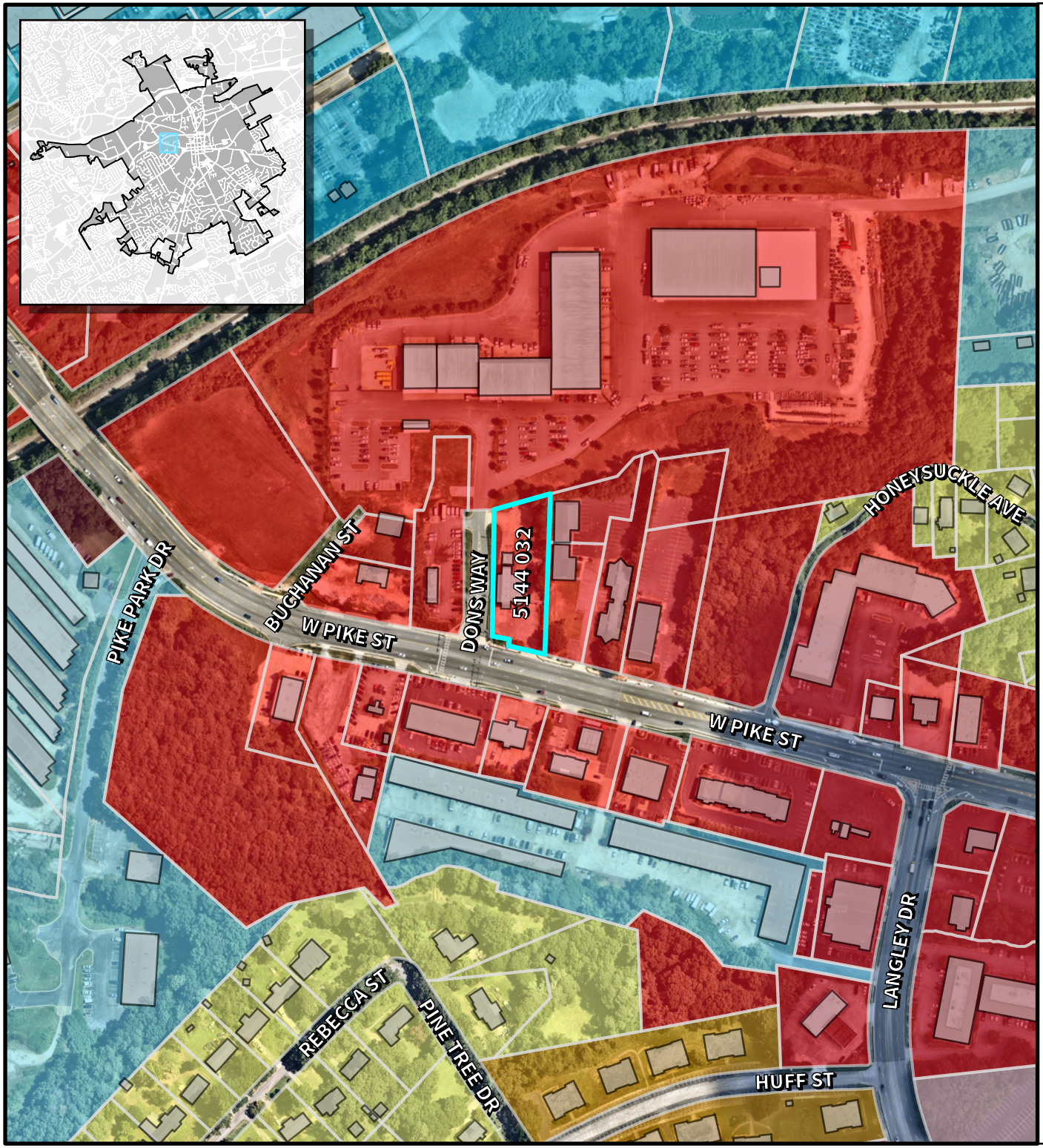
Applicant:
Smokerise Services, LLC

- Subject Property (~0.80 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/11/2026 |
| Map Scale: | 1:3,600 |

N

0 125 250 500 Feet




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# SUP2026-00013

Applicant:
Smokerise Services, LLC

- Subject Property (~0.80 acres)
- Lawrenceville City Limits

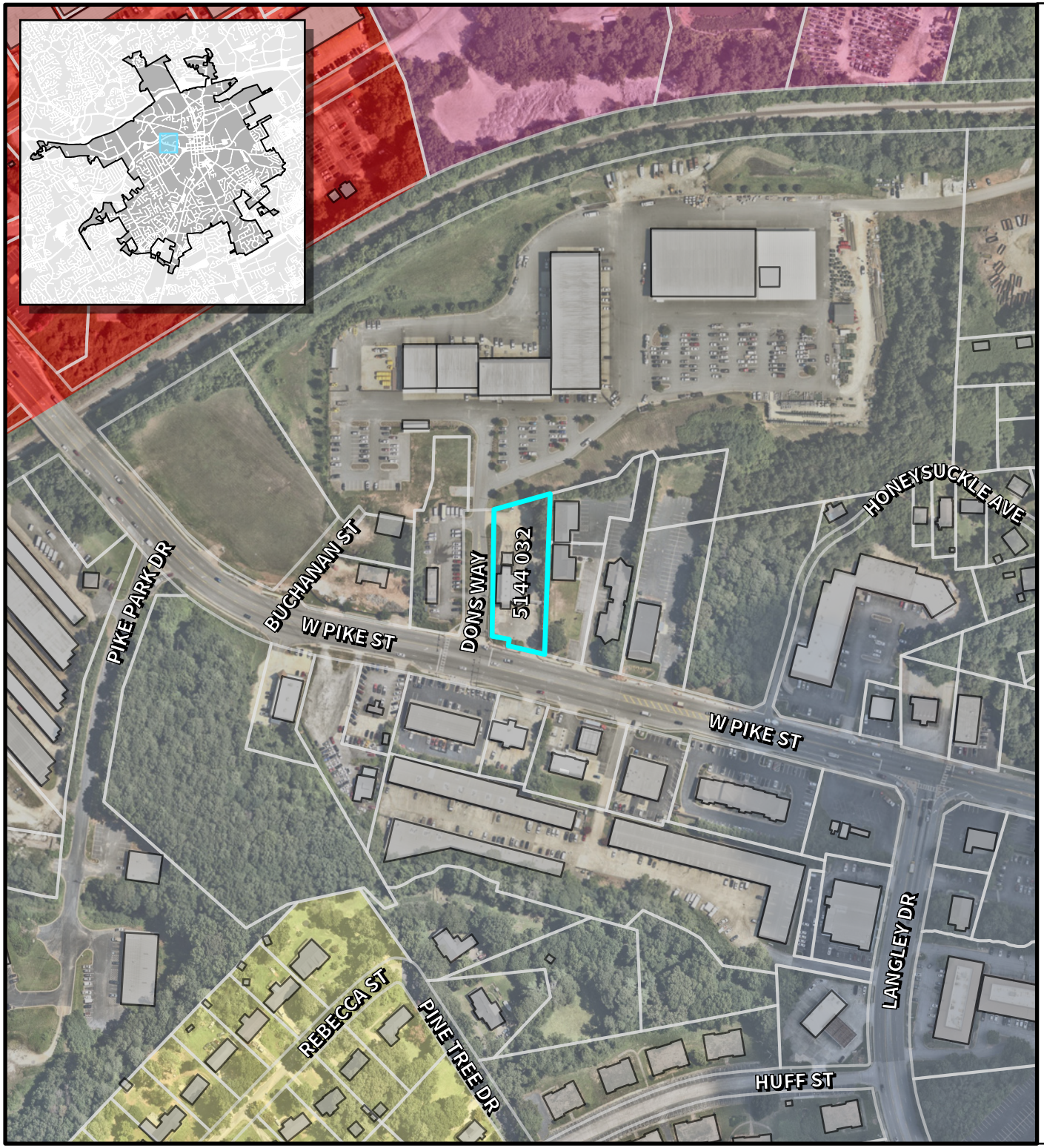
**Zoning Districts**

| | | |
|---|---|---|
| | **BG** | General Business |
| | **HSB** | Highway Service |
| | **LM** | Light Manufacturing |
| | **HM** | Heavy Manufacturing |
| | **OI** | Office/Institutional |
| | **RM-12** | Multifamily Residential |
| | **RS-50 INF** | One-Family Infill Res |
| | **RS-150** | Single-Family |

Imagery Date: 06/28/2026
Map Date: 08/11/2026
Map Scale: 1:3,600

N

0 125 250 500 Feet




# LAWRENCEVILLE

*Planning & Development*

## Location Map & Surrounding Areas

# SUP2026-00013

Applicant:
Smokerise Services, LLC

- Subject Property (~0.80 acres)
- Lawrenceville City Limits

**2045 Character Areas**

- Downtown
- Traditional Residential
- Community Mixed Use
- Commercial Corridor

| | |
|---|---|
| Imagery Date: | 06/28/2026 |
| Map Date: | 08/11/2026 |
| Map Scale: | 1:3,600 |

N

0 125 250 500 Feet

# LAWRENCEVILLE

## Planning & Development

**PLANNING COMMISSION**

**RECOMMENDED CONDITIONS_10052026**

**SUP2026-000013**

Approval of the Special Use Permit to allow an Automobile Wash (Carwash) in a BG (General Business) zoning district, subject to the following enumerated conditions:

1. **To restrict the Special Use Permit as follows:**

   **A.** The Special Use Permit shall be limited to an automobile wash conducted entirely within the existing structure on site, with no expansion of the building footprints.

   **B.** Outdoor storage associated with the automobile wash shall be prohibited.

   **C.** Hours of operation for the automobile wash shall be limited to 7:00 a.m. to 9:00 p.m., seven (7) days per week, unless otherwise approved by the City.

   **D.** All washing, detailing, and associated vehicle service activities shall be conducted within designated areas of the site and shall not interfere with required parking, fire access, pedestrian circulation, or public rights-of-way.

   **E.** The existing twenty-six (26) parking spaces shall be maintained unless otherwise approved through the applicable development review process. Parking or vehicle stacking shall not occur within the public right-of-way.

   **F.** Any exterior modifications to the existing structure shall be subject to review and approval by the Director of Planning and Development prior to issuance of a Building Permit and shall be consistent with applicable architectural and development standards.

   **G.** The existing building shall be maintained in good repair, and any deteriorated exterior materials, pavement, curbing, landscaping, or site improvements shall be repaired or replaced as required by the Director of Planning and Development.

   **H.** All access drives, parking areas, vehicle stacking areas, and pedestrian circulation areas shall be maintained in a safe and functional condition.

   **I.** 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. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.

   **J.** Peddlers and/or any parking lot sales shall be prohibited.

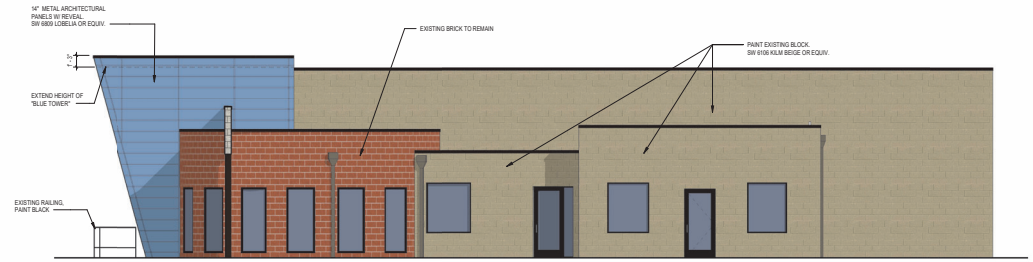
SUP2026-00013_PC REC CNDS_10052026

**K.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

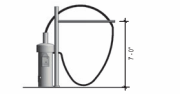
**L.** The Special Use Permit shall be limited to a period of two (2) years, at which time the use shall cease unless an application for renewal is submitted and approved in accordance with the Zoning Ordinance.

**M.** All applicable local, state, and federal permits and approvals, including building, fire, and life-safety permits, shall be obtained prior to occupying the facility.

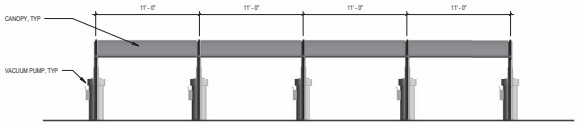
SUP2026-00013_PC REC CNDS_10052026



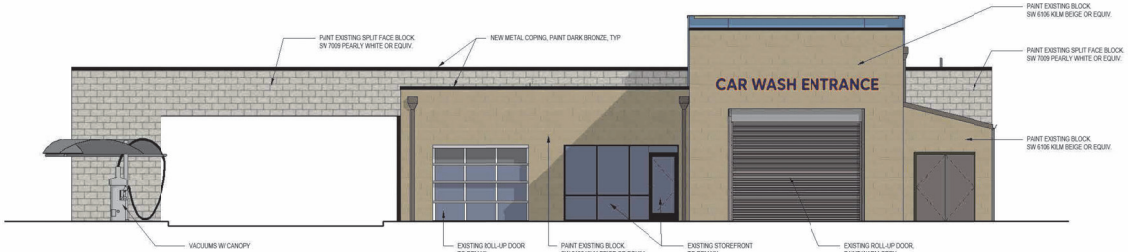

1 EAST ELEVATION
3/16" = 1'-0"



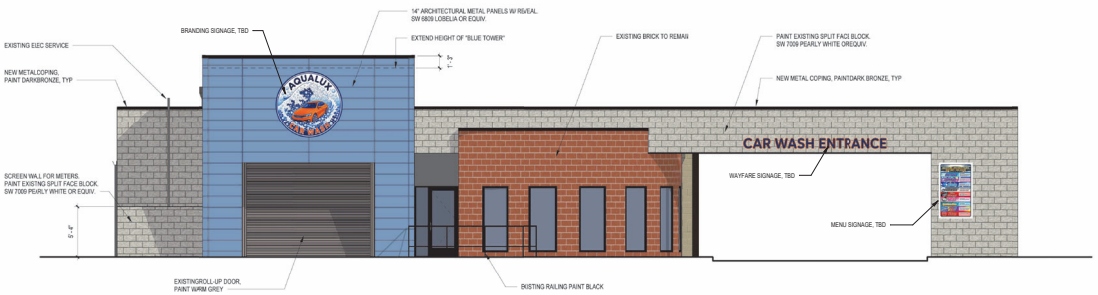

6 TYP VAC ELEVATION - SIDE
3/16" = 1'-0"



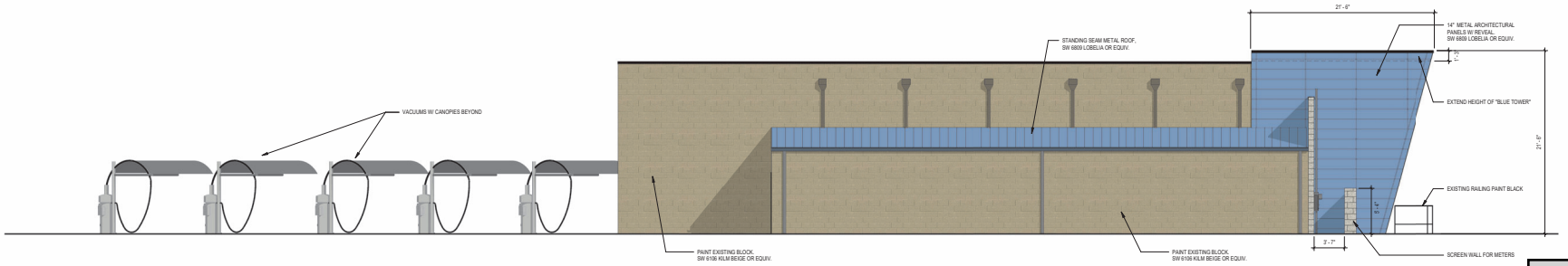

5 TYP VAC ELEVATION - FRONT
3/16" = 1'-0"




2 NORTH ELEVATION
3/16" = 1'-0"




7 SOUTH
1/2" = 1'-0"




4 WEST ELEVATION
3/16" = 1'-0"

knock design+build
Michael Miller, RA, LEED AP
354 Loomis Ave, Atlanta, Ga 30312
mmiller@knockdesignbuild.com
678.758.6531

STATE OF GEORGIA
MICHAEL WAYNE MILLER
REGISTERED ARCHITECT

| ISSUANCES | DATE |
|---|---|
| SUP | 09/29/25 |

NOT FOR CONSTRUCTION

RAHIM SIVJI
AQUALUX CAR WASH
REMODEL

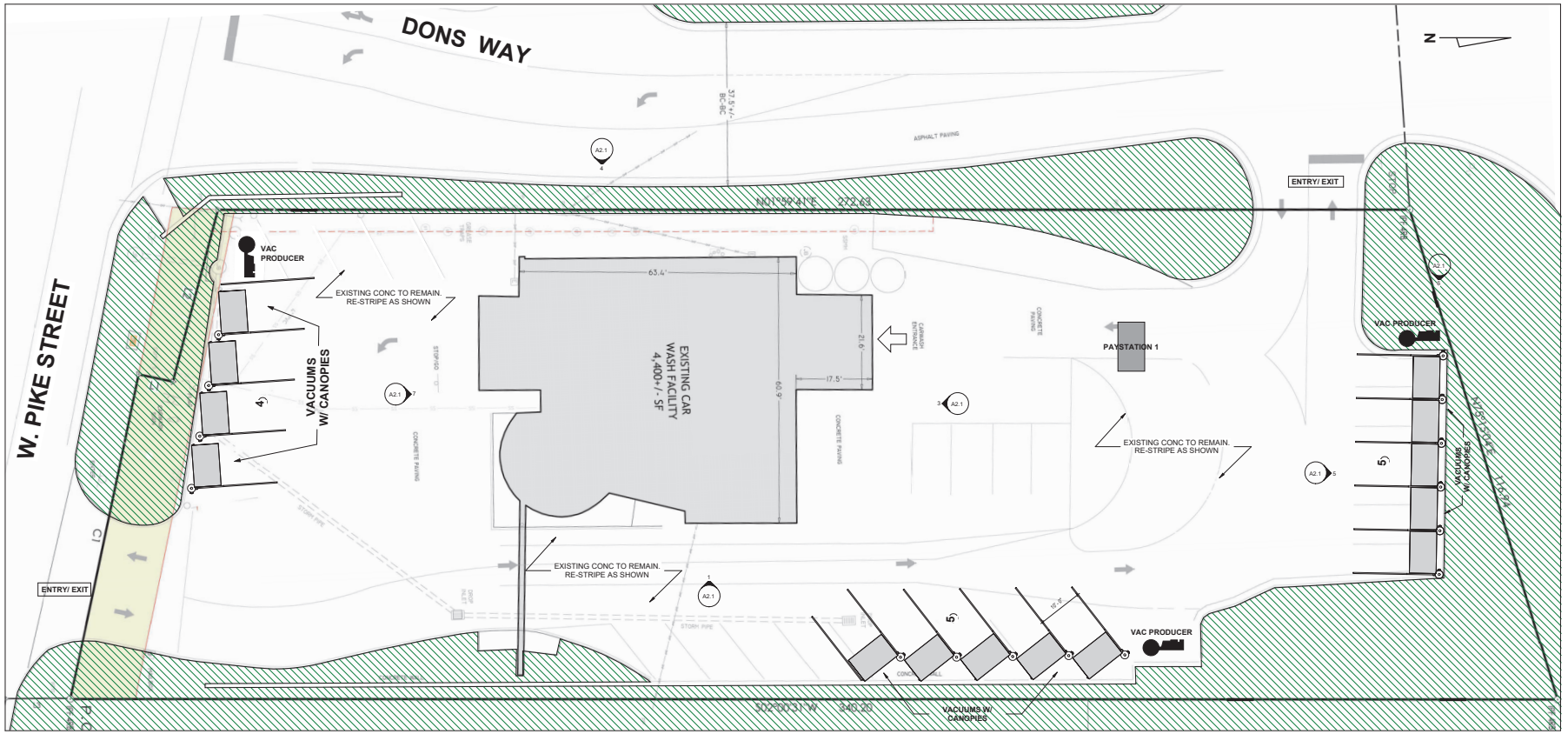
425 W. PIKE ST, LAWRENCEVILLE, GA

ELEVATIONS (SUP)



A2.1

SUP2026-00013_ELEV SITE PLN_10022026




1 ARCH SITE PLAN (SUP)
1" = 10'-0"

knock design+build
Michael Miller, RA, LEED AP
354 Loomis Ave, Atlanta, Ga 30312
mmiller@knockdesignbuild.com
678.758.6531

STATE OF GEORGIA
MICHAEL WAYNE MILLER
REGISTERED ARCHITECT

| ISSUANCES | DATE |
|---|---|
| B.S.P. | 10/20/25 |

NOT FOR CONSTRUCTION

RAHIM SIVJI
AQUALUX CAR WASH
REMODEL

425 W. PIKE ST, LAWRENCEVILLE, GA

ARCHITECTURAL SITE PLAN

A0.1



SUP2026-00013_ELEV SITE PLN_10022026

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

| | |
|---|---|
| **Item:** | Presentation: Purchasing 101 |
| **Department:** | Purchasing |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Fiscal Impact:** | N/A |
| **Presented By:** | Kenneth Morris, Purchasing Director |
| **Action Requested:** | Purchasing 101 - Presentation Only |

---

**Summary:** The purpose of this agenda item is to provide Purchasing 101 presentation to Council. The focus of the presentation will be on procurement methods, thresholds, vendor compliance, and process updates stemming from the updated ordinance. This presentation will serve as a follow up to updates approved by Council to the city's Article IX Purchasing Ordinance on May 27, 2026.

**Fiscal Impact:** N/A

**Attachments/Exhibits:**

- Purchasing 101.ppt

# Purchasing 101:

# Council Update/Briefing

*October 13, 2026*

*Kenneth Morris, Purchasing Director*

LAWRENCEVILLE
GEORGIA

# Agenda

- Purpose
- Updated Purchase Thresholds
- Procurement Methods
- Vendor Compliance
- Next Steps – Roadmap Update
- Summary

# Purpose

- Purchasing Ordinance (Article IX) into effect
  - Approved May 27, 2026
  - Effective July 1, 2026
- Updates on Procurement Modernization
  - Implementation Updates
- Contract Manager Assignments
- Implementation Roadmap Updates

# Updated Purchase Thresholds

- Micro: $0-$2,500;
- Informal: $2,500.01-$125,000;
- Formal: Above $125,000

| Purchasing Quick Reference Guide | | | | |
|---|---|---|---|---|
| **<$2,500** | **$2,500 - $24,999.99** | **$25,000- $74,999.99** | **$75,000- $124,999.99** | **>$125,000** |
| • Departments should obtain goods and services most advantageous to the City through direct purchase through the use of a requisition or p-card. | • For goods and services between $2,500 and $24,999.99, the department staff or purchasing department shall obtain, where possible, at least three written quotes.<br>• Purchases within this threshold will require **approval from the Purchasing Director.**<br>• **Minimum of Three (3) Formal/Written Quotes** | • For goods and services expected to cost between $25,000 and $74,999.99, the department staff and the Purchasing department will use the formal procurement process.<br>• Purchases within this threshold will require **approval from the CFO/Finance Director.**<br>• **Minimum of Three (3) Formal/Written Quotes** | • For goods and services expected to cost between $75,000 and $124,999.99, the department staff and the Purchasing department will use the formal procurement process.<br>• Purchases within this threshold will require **approval from the City Manager.**<br>• **Minimum of Three (3) Formal/Written Quotes** | • For goods and services expected to cost over $125,000.00, the Purchasing department will manage the process.<br>• Purchases within this threshold will require **approval from the City Council.**<br>• **Formal RFP/ITB Process** |

# Procurement Methods

- Informal Purchases – 3 Quote Minimum Requirement
  - Fair Solicitation/Request Process
  - Documentation
- Alternatives:
  - Cooperatives
    - Sourcewell, Omnia, TIPS, Buyboard, etc
  - State or Piggyback Contract Compliance
    - Georgia DOAS – GA@WORK, GSA (Federal), Gwinnett County, Other Municipalities
  - Sole Source or Standardization Process Requirements
    - Collecting the correct support documentation & following procedure

# Vendor Compliance

- Tracking performance against contract metrics
- Quality
- Timeliness
- Customer Service
- Cost Management
- Performance Evaluations
  - Quarterly
  - Annual

# Nest Steps – Roadmap Update

- Training
  - Contract Manager Responsibilities
    - Evaluations
    - Reinforcing Expectations
  - RFP Evaluation Committee Training
    - Transparency
    - Reducing Conflicts of Interest
  - Governance Manual & SOP Implementation

# Summary

- Rollout of Purchasing Ordinance Tiers
- Determining the Correct Procurement Method
- Assigned Vendor Contract Managers in each Department
- Next Steps

# Questions



LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

| | |
|---|---|
| **Item:** | Residential Vehicle Parking Property Maintenance vs Zoning |
| **Department:** | Planning and Development Department |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Presented By:** | Todd Hargrave, Director of Planning and Development Department |
| **Applicants Request:** | Discussion of Planning and Development Item |
| **Planning & Development Recommendation:** | Presentation Only |

---

**Summary:** How to distinguish the Code of the City of Lawrenceville from the Zoning Ordinance, and how each document addresses residential parking standards—including required off-street parking spaces, garage and carport provisions, and driveway or parking pad requirements.

**Attachments/Exhibits:**

- RES PRKG_08262026

# Residential Vehicle Parking Property Maintenance vs Zoning

City of Lawrenceville

Planning and Development Department

Tuesday, October 13, 2026

LAWRENCEVILLE
GEORGIA

# Overview

- **What are we focusing on today?**

➢ How to distinguish the Code of the City of Lawrenceville from the Zoning Ordinance, and how each document addresses residential parking standards—including required off-street parking spaces, garage and carport provisions, and driveway or parking pad requirements.

- **The Codes and Ordinances in question are as follows:**
  - ➢ The Code of the City of Lawrenceville, Chapter 10, Property Maintenance Ordinance, Sec. 10-31. – Vehicles;
  - ➢ The Code of the City of Lawrenceville, Chapter 36 Traffic and Motor Vehicles, Sec. 36-6. – Parking Rules for Specific Zoning Classifications;
  - ➢ Zoning Ordinance, Article 5 Parking.

- **What are the respective roles of property maintenance, police enforcement, land use, and zoning?**
  - The Property Maintenance Ordinance, enforced by Code Enforcement, regulates the ongoing condition and use of private property, including routine maintenance, parking, and storage.
  - The Traffic and Motor Vehicle laws, enforced by the Police Department, safeguard public safety by addressing emergencies, maintaining law and order, and managing traffic operations.
  - Land use describes the intended or actual purpose of a property—such as living, working, or recreation—while the Zoning Ordinance provides the regulatory framework that governs those uses, specifying which activities are permitted, prohibited, or allowed only with a Special Use Permit.

# Approved Hard Surface

- **Code of Ordinances**
  - Sec. 36-6 (a)(2): Must park on concrete, asphalt, grasscrete, or other impervious surface (including pavers); any parking area must be directly adjacent to a paved driveway.

- **Zoning Ordinance**
  - ARTICLE 5 §501(A)(5), §504(A)(1): Parking only on hard-surfaced driveway/carport/garage; §509(B) defines surfacing as asphalt, concrete, or other comparable durable material (no explicit grasscrete/pavers listed in residential context).

- **Recommendation**
  - Delete the “hard surface” language from Code of Ordinances, Chapter 36, Zoning Ordinance Article 5 and 10, and any other non-property-maintenance code references and relocate the operational rule entirely into the Property Maintenance Ordinance, Chapter 10.

# Maximum Number of Vehicles

- **Code of Ordinances**
  - Sec. 36-6 (a)(1): Maximum of 4 vehicles (includes watercraft and trailers); vehicles parked inside a carport or enclosed garage do not count toward the maximum.
- **Zoning Ordinance**
  - ARTICLE 5 §501(A)(4): Maximum of 4 vehicles or vessels total, including those in carports or garages
- **Recommendation**
  - Delete the “maximum vehicle count” language from Code of Ordinances, Chapter 36, Zoning Ordinance Article 5, and any other non-property-maintenance code references and relocate the operational rule entirely into the Property Maintenance Ordinance, Chapter 10. Recommended proposed language: No more than four vehicles parked outside of a principal dwelling unit on an approved hard surface.

# Impervious Coverage

- **Code of Ordinances**
  - Sec. 36-6 (a)(3): ≤35% of front or rear yard may consist of driveway/parking area; remainder must be grass/landscaped.
- **Zoning Ordinance**
  - ARTICLE 5 §504(A)(6): Limits front yard impervious surfaces to 35%; no parallel rule stated for rear yard (though other sections regulate location/screening).
- **Recommendation**
  - Delete the "impervious-surface limit" language from Code of Ordinances, Chapter 36, Zoning Ordinance Article 5 and 10, and any other non-development-regulation references, and relocate the impervious-surface rules entirely into the City's Development Regulations and Post-Construction Stormwater (MS4) Ordinance.

# Recreational Vehicles

- **Code of Ordinances**
  - Sec. 36-6: No explicit rear yard requirement or setback; only surface, count, and license plate rules.
- **Zoning Ordinance**
  - ARTICLE 5 §501(A)(6)–(7): RVs/non-motor vehicles must be in carport/enclosed structure or rear yard on approved hard surface; rear yard parking must be ≥15 ft from property line.
- **Recommendation**
  - Delete “rear-yard RV location and setback language” from Code of Ordinances, Chapter 36, Zoning Ordinance Article 5 and 10, and any other non-property-maintenance code references and relocate the RV placement rule entirely into the Property Maintenance Ordinance, Chapter 10. Zoning applies only to buildings, structures, and permanent development.

# Vehicle Dimensions

- **Code of Ordinances**
  - Sec. 36-6 (a)(5): Addresses public street parking of a vehicle over 8 ft wide or 10 ft high unless operator present—this is street jurisdiction, not on-lot.
- **Zoning Ordinance**
  - ARTICLE 5 §501(A)(9): Prohibits parking of any vehicle in residential districts over 20 ft long, 7 ft high, or 7 ft wide, with enumerated exceptions (e.g., golf carts, recreational off-highway).
- **Recommendation**
  - Delete “vehicle dimensions language” from Code of Ordinances, Chapter 36, Zoning Ordinance Article 5 and 10, and any other non-property-maintenance code references and relocate the vehicle dimensional rule entirely into the Property Maintenance Ordinance, Chapter 10. Zoning applies only to buildings, structures, and permanent development.

# Agricultural Vehicles

- **Zoning Ordinance**
  - ARTICLE 5 §501(A)(10): On ≥5-acre residential property, agricultural vehicles permitted outside front setback and exempt from hard surface requirement if outside front setback.
- **Code of Ordinances**
  - Sec. 36-6: No parallel exemption.
- **Recommendation**
  - Delete “agricultural vehicle language” from Zoning Ordinance Article 5 and 10, and any other non-property-maintenance code references and relocate the Agricultural Vehicle parking rules entirely into the Property Maintenance Ordinance. Zoning applies only to buildings, structures, and permanent development.

# License Plate Requirement

- **Code of Ordinances**
  - Sec. 36-6 (a)(4): Unlawful to park any vehicle or vessel without a valid license plate attached in residential districts.
- **Zoning Ordinance**
  - ARTICLE 5: No explicit license plate clause for on-lot parking.
- **Recommendation**
  - On-street parking restrictions are enforced by LPD. Off-street parking restrictions are enforced by CEU. License plate validation is solely a law enforcement function and should not be performed or interpreted as a property-maintenance or zoning responsibility.

# Driveway Requirement

- **Code of Ordinances**
  - Sec. 36-6 (a)(2): Parking area must be directly adjacent to a paved driveway.
- **Zoning Ordinance**
  - ARTICLE 5 §504(A)(3)–(5): Driveways must connect to front plane/carport/garage; one 20×20 pad allowed with 10-ft setback; no explicit adjacency rule for all pads.
- **Recommendation**
  - Delete the “vehicle-adjacency” language from Zoning Ordinance Article 5 and 10, and any other non-property-maintenance references, and relocate the operational adjacency rule entirely into the Property Maintenance Ordinance. Zoning applies only to building, structures, and permanent development.

# Definitions

- **Zoning Ordinance**

➢ Article 10 Definitions, Section 1001: CARPORT. A permanent, open-sided shelter for an automotive vehicle, usually formed by a roof projecting from the side of a building.

➢ Article 10 Definitions, Section 1001: GARAGE. A permanent enclosed area primarily for parking or storing motor vehicles.

- **Code of Ordinances**

➢ Carport and Garage are not defined terms or words.

- **Conflict**

➢ Counting method (include vs exclude garage/carport) directly contradicts; relief path (waiver vs variance) and approving official do not match. Cleanup needed.

# Waiver and Variance

- **Waiver**
  - Fees are not required.
  - Number of vehicles does not exceed the total number of licensed drivers in the home.
  - All vehicles are in operable condition.
- Waivers are subject to review and approval by the Director of Planning and Zoning (administrative review).

- **Variance**
  - Fees are required
  - Number of vehicles and vessels does not exceed a total of four.
  - Variances are subject to the review and approval of the Board of Appeals (public hearing).
- **Conflict**
  - Counting method (include vs exclude garage/carport) directly contradicts; relief path (waiver vs variance) and approving official do not match.

# Conclusion

To eliminate conflicts, improve enforcement clarity, and align all parking, storage, and vehicle rules with their correct regulatory domains:

- **Delete Property Maintenance, Land Use, and Zoning rules from the Code of Ordinances (Chapter 36)**
  - Chapter 36 should contain only public-right-of-way regulations (e.g., street-presence, operator-presence, stoppage/standing).
- **Relocate each rule into its appropriate code, ordinance, or regulation**
- **Police**
  - Street-parking restrictions
  - Vehicle stoppage/standing
  - Operator-presence requirements
  - License-plate validation (law enforcement function only)

# Conclusion

To eliminate conflicts, improve enforcement clarity, and align all parking, storage, and vehicle rules with their correct regulatory domains:

- **Property Maintenance (CEU) – On-Lot Behavior**
  - Maximum vehicle count
  - Vehicle-adjacency rules
  - Hard-surface parking behavior
  - Recreational vehicle and vessel placement rules (vehicles and vessels are not structures)
- **Zoning (Planning) – Built Environment / Development Form**
  - On-lot dimensional limits only when tied to structures or permanent improvements
  - Driveway/pad location and setbacks
  - Location should be site plan specific

# Conclusion

To eliminate conflicts, improve enforcement clarity, and align all parking, storage, and vehicle rules with their correct regulatory domains:

- MS4 / Development Regulations – Stormwater Engineering
- Impervious-surface limits
- Post-construction stormwater controls

A clear, modern, and enforceable code system where every rule lives in its proper home, reducing confusion for residents, staff, and elected officials—and improving consistency and compliance citywide.

# Anticipated Schedule

- October 2026 – The City Council authorizes the initiation of an official code cleanup package, organizing the rules into their proper code sections.
- December 2026 – Review Staff's proposed revisions during the City Council Work Session on December 16, 2026.
- January 2027 – Evaluate Staff's proposed revisions and provide approval at both the City Council Regular Meeting in January 2027.

# Questions?

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

| | |
|---|---|
| **Item:** | Resolution to Dissolve the Financial Review Citizen Committee |
| **Department:** | City Manager |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Fiscal Impact:** | N/A |
| **Presented By:** | Michael Fischer – Assistant City Manager Operations |
| **Action Requested:** | Approve the Resolution to dissolve the Financial Review Citizen Committee. |

---

**Summary:** The Financial Review Citizen Committee will be dissolved and the information the committee was presented with will be included in a more holistic approach in the newly created Citizen 101 outreach program.

**Background:** The Financial Review Citizen Committee met annually during the city budget process to educate the committee on the financial impacts and challenges the city considers during the budget process. The committee provided insights and comments on the budget impacts of the upcoming budget year. The committee was educated on the needs and direction of the city and given opportunities to provide comments and suggestions for the new budget.

The Citizen 101 program will educate a group of citizens chosen through an application process on the city operations as a whole to include financial considerations. This cohort will cover all operations of the city to include financial operations. The Citizen 101 program will provide additional education to citizens that goes beyond the former Financial Citizen Review Committee.

**Attachments/Exhibits:**

- RES-2026-_Resolution to dissolve Financial Review Citizen Committee.docx

**RESOLUTION _____**

**RESOLUTION OF THE CITY OF LAWRENCEVILLE TO DISSOLVE THE FINANCIAL REVIEW CITIZEN COMMITTEE**

**WHEREAS**, the Financial Review Citizen Committee was established on February 6, 2017, to educate citizens, business owners, and community leaders on the financial operations of the City and ultimately to encourage input into the budgetary process in order to create better transparency with the public; and

**WHEREAS**, the goals and objectives of the Financial Review Citizen Committee have been achieved by receiving valuable citizen input to establish past City operating budgets; and

**WHEREAS**, the City has determined that a more holistic program, Citizen 101, will be established to receive citizen input and educate citizens on all City operations to include financial considerations.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Lawrenceville, as follows:

1. **Dissolution:** The Financial Review Citizen Committee is hereby formally dissolved, effective immediately upon adoption of this resolution.
2. **Disposition of Records:** All records, files, and materials related to the Financial Review Citizen Committee shall be retained by the City Clerk in accordance with applicable records retention policies.
3. **Acknowledgment:** The City Council expresses its sincere appreciation to all members who served on the Financial Review Citizen Committee for their time, effort, and dedication to the community.

**IT IS SO RESOLVED** this _____ day of _____, 2026.

_____
David R. Still, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: GENERAL CITY BUSINESS

| | |
|---|---|
| **Item:** | 409 Simmons St property acquisition |
| **Department:** | City Manager |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Fiscal Impact:** | $340,000 |
| **Presented By:** | Barry Mock, Assistant City Manager |
| **Action Requested:** | Approve the purchase and sale agreement for 409 Simmons Street (parcel number R5176 001), and grant authorization for the Mayor to execute the agreement subject to review by the City Attorney. |

---

**Summary:** This is a strategic property Grizzly Parkway area. The City intends to partner with the DDA for future redevelopment of this area.

**Background:**

**Fiscal Impact:** $340,000.

**Attachments/Exhibits:** PSA

# LAND PURCHASE AND SALE AGREEMENT

**Offer Date:** Oct 06, 2026

2026 Printing

## A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.
   - **a. Property Identification:** Address: 0 Simmons Street
     City Lawrenceville, County Gwinnett, Georgia, Zip Code 30046
     MLS Number: unlisted Tax Parcel I.D. Number: R5176 001
   - **b. Legal Description:** The legal description of the Property is *[select one of the following below]*:
     - ☑ (1) attached as an exhibit hereto;
     - ☐ (2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**
     - ☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.
2. **Acreage.** A Controlling Survey of the Property will be obtained by ☑ Buyer **OR** ☐ Seller and paid for by ☑ Buyer **OR** ☐ Seller.
3. **Purchase Price of Property to be Paid by Buyer:** $ 340,000.00 **OR** $_____ per acre. If price is per acre, Seller's estimate of acreage is _____ acres.
4. **Seller's Monetary Contribution toward Buyer's Costs at Closing:** $ 0.00
5. **Closing Date and Possession.**
   Closing Date shall be Oct 27, 2026 with possession of the Property transferred to Buyer ☑ upon Closing **OR** ☐ ___ days after Closing at ___ o'clock ☐ AM **OR** ☐ PM (attach F219 Temporary Occupancy Agreement).
6. **Closing Law Firm ("Closing Attorney").** PKKN Law - Lee Thompson **Phone Number:** 770-963-1997
7. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Heartland Real Estate, LLC
8. **Earnest Money.** Earnest money will be paid to Holder in a method of payment acceptable to the Holder.
   - ☐ **a.** $_____ as of the Offer Date.
   - ☑ **b.** $ 5,000.00 within 3 days from the Binding Agreement Date.
   - ☐ **c.** _____
9. **Inspection and Due Diligence.**
   - **a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 20 days from the Binding Agreement Date.
   - **b. Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
     (1) has paid Seller $10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
     (2) shall pay directly to Seller additional option money of $_____ by ☐ check ☐ ACH or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at Closing and shall not be refundable to Buyer unless the Closing fails to occur due to the default of the Seller
10. Property is currently zoned General Business under the applicable zoning ordinances of Lawrenceville City/County
11. **Brokerage Relationships in this Transaction.**
    - **a. Buyer's Broker is** n/a **and is:**
      (1) ☐ representing Buyer as a client.
      (2) ☐ working with Buyer as a customer.
      (3) ☐ acting as a dual agent representing Buyer and Seller.
      (4) ☐ acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.
    - **b. Seller's Broker is** Heartland Real Estate **and is:**
      (1) ☐ representing Seller as a client.
      (2) ☑ working with Seller as a customer.
      (3) ☐ acting as a dual agent representing Buyer and Seller.
      (4) ☐ acting as a designated agent where: _____ has been assigned to exclusively represent Seller.
    - **c. Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows: None known at the time of the offer.
12. **Time Limit of Offer.** The Offer set forth herein expires at 4 o'clock P .m. on the date Oct 08, 2026.

Buyer(s) Initials _____ Seller(s) Initials _____

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Nakia Brooks IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE RE
THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
Copyright© 2026 by Georgia Association of REALTORS®, Inc.

**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.**

1. **Purchase and Sale.**
   a. **Warranty:** Seller warrants that at the time of Closing Seller will convey good and marketable title to said Property by limited warranty deed subject to: (1) zoning, subdivision and other governmental laws and regulations; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway, wall, fence, mailbox, or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; (4) any title objection(s) raised by Buyer prior to Closing, which Seller was able to satisfy as set forth in the Examination section below or which Buyer waives; and (5) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement and the Closing of the sale of the Property to Buyer shall not terminate any such leases.
   b. **Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the Closing. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written Notice to Seller. Notwithstanding anything to the contrary contained herein, Seller shall be deemed to have satisfied Buyer's title objections if Seller can deliver good and marketable title to the Property, which for all purposes herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
   c. **Title Insurance:** Buyer hereby directs Closing Attorney and any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.

2. **Acreage.** Buyer or Seller can terminate this Agreement if the Seller's estimate of the total acreage to be sold to Buyer is at least 15% more or less than the estimate.

3. **Purchase Price to be Paid by Buyer.** The purchase price shall be paid in U.S. Dollars by such method of delivery acceptable to the Closing Attorney including, but not limited to, wire transfer of immediately available funds. If the purchase price is stated as a price per acre, the acreage shall be determined by a survey obtained in the accordance with the procedure below ("Controlling Survey"). The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-thousandth of an acre as determined by a survey prepared by a registered Georgia surveyor. In the event the Seller is in possession of a survey, to which Buyer agrees in writing shall constitute the Controlling Survey, then said survey be controlling as the exact amount of the acreage being purchased and sold herein. If no survey exists or the existing survey is not acceptable, then a new survey shall be prepared. If there are no objections to the new survey, then the new survey shall be the Controlling Survey to determine the acreage being purchased and sold herein. If there is a dispute by either party regarding the new survey, the dispute shall be resolved in accordance with the Survey Resolution Exhibit attached hereto.

   Buyer warrants that Buyer will have sufficient cash at Closing that will allow Buyer to complete the purchase of Property. Buyer does not need to sell or lease other real property in order to complete the purchase of Property. Where this Agreement refers to sales price, it shall mean the same thing as the purchase price.

4. **Closing Costs and Prorations.**
   a. **Seller's Monetary Contribution toward Buyer's Costs at Closing:** At Closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any Compensation obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
   b. **Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs necessary for Seller to convey good and marketable title to the Property and costs and fees of the Closing Attorney: (1) to obtain, prepare and record title curative documents, payoffs and estoppel letters; (2) for Seller not attending the Closing in person; and (3) to handle and deliver Seller's payoffs and proceeds.
   c. **Items Paid by Buyer:** At Closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.
   d. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing shall be prorated as of the date of Closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, the party who paid less than their pro rata share of taxes to the other party at Closing or collected more than their pro rata share of taxes from the other party at Closing, shall upon the issuance of the actual tax bill or any appeal being resolved, promptly pay the other party the amount necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at Closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

5. **Closing Date and Possession.**
   a. **Right to Unilaterally Extend the Closing Date:** Buyer and Seller shall each have a limited right to unilaterally extend the Closing Date one (1) time for eight (8) days upon Notice to the other party given on or before the Closing Date. The party unilaterally extending the Closing Date shall state a valid basis for the delay from the reasons identified below in any such Notice to unilaterally extend the Closing Date.
      **(1) Buyer's Right to Unilaterally Extend the Closing Date**: On or before the Closing Date, Buyer may, upon Notice to Seller, unilaterally extend the Closing for eight (8) days for either of the following reasons:
         **i.** The Buyer's mortgage lender is not ready due to no fault of the Buyer; or


Copyright© 2026 by Georgia Association of REALTORS®, Inc.

**ii.** The Closing Attorney is not ready (except if the Seller has already unilaterally extended the Closing Date for this reason). If the Closing Attorney is not ready, it must be for reasons other than the Buyer caused the delay, the Buyer's mortgage lender is delayed or title objections still need to be resolved.

**(2) Seller's Right to Unilaterally Extend the Closing Date**: On or before the Closing Date, Seller may also, upon Notice to Buyer, extend the Closing for eight (8) days for either of the following reasons:

**i.** Valid title objections still need to be resolved, excluding title objections that (i) can either be satisfied through the payment of money or bonding off the same; or (ii) do not prevent Seller from conveying good and marketable title as defined herein); or

**ii.** The Closing Attorney is not ready (except if Buyer has already unilaterally extended the Closing Date for this reason). If the Closing Attorney is not ready, it must be for reasons other than the Seller caused the delay, the Buyer's mortgage lender is delayed or title objections still need to be resolved.

**b. Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, fobs, access cards, codes and other similar equipment allowing access to the Property, the community, and community amenities. In the event Seller is required to return the above items to a third-party, Seller shall provide Buyer with instructions on how to contact the third-party to obtain such items.

**6. Closing Law Firm.** Buyer shall have the right to select the Closing Attorney to close this transaction, and hereby selects the Closing Attorney referenced herein. In all cases where an individual Closing Attorney is named in this Agreement but the Closing Attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the Closing Attorney. If Buyer's mortgage lender refuses to allow that Closing Attorney to close this transaction, Buyer shall select a different Closing Attorney acceptable to the mortgage lender. The Closing Attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the Closing Attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and Closing Attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the Closing Attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the Closing Attorney and the Buyer.

**7. Holder of Earnest Money.** The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving the earnest money. Such charge shall be collected separately from the payment of earnest money. The fact that Holder may represent one of the parties in this transaction as a client or is working with such party as a customer is acknowledged by all parties and shall not be a basis for Holder not performing any of its duties hereunder including, but not limited to, disbursing the earnest money based upon a reasonable interpretation of this Agreement. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) Banking Days after the Binding Agreement Date hereunder or (b) five (5) Banking Days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money, it must be drawn upon an account in a financial institution located in the United States. When the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check or ACH is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give Notice of the same to Buyer and Seller. Buyer shall have three (3) Banking Days from the date of receiving the Notice to cure the default and if Buyer does not do so, Holder shall promptly give Notice of the same to Buyer and Seller, and Seller may within seven (7) days thereafter terminate this Agreement upon Notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived. In the event Holder's bank charges any fees related to Buyer's check or ACH being dishonored, Buyer stopping payment, or Buyer's failure to deliver Earnest Money, Holder shall notify the Buyer and the Buyer shall immediately reimburse Holder the cost of the fees in addition to fulfilling their earnest money obligations.

**8. Earnest Money.**

**a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at Closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.

**b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the Closing of the Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that: 1) Holder first gives all parties at least ten (10) days Notice stating to whom and why the disbursement will be made; and 2) no interpretation shall be made by Holder dividing the earnest money between Buyer and Seller. Any party, real estate licensee or any other person having knowledge of or an interest in the disbursement of the earnest money may object to or provide information regarding the proposed disbursement by giving written Notice of the same to Holder within the above referenced Notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection or other information and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send Notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day Notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day Notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of $600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.



Copyright© 2026 by Georgia Association of REALTORS®, Inc. 

c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.

d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

9. **Inspection and Due Diligence.**

a. **Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. **If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.**

b. **Buyer's Responsibility to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime, schools, zoning and land use, and government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.** Neither Seller nor Seller's Broker shall have any duty to disclose information about sex offenders in the neighborhood.

c. **Buyer's Inspection Rights Continue through Closing:** Upon prior Notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on and all parts of the house to be accessible, including basements, attics, and crawlspaces so that Buyer may complete all inspections.

d. **Buyer's Inspection Indemnification Obligations: Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations. Notwithstanding the above, this indemnification obligation shall not apply to damage resulting from defects in the Property uncovered during the inspection of the Property.**

e. **Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon Notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.

f. **Seller's Duty to Disclose**: Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.

g. **Warranties Transfer:** Seller agrees to transfer to Buyer, at Closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.

h. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.

i. **Due Diligence Materials:** Seller shall provide to the Buyer within five (5) days from the Binding Agreement Date, the items below, if available, pertaining to the Property (hereinafter collectively referred to as "Due Diligence Materials").

(1) **Tax and Title:**
   i. Most recent Property tax assessments and tax bills.
   ii. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced as title exceptions.
   iii. The most recent ALTA (American Land Title Association) survey of the Property, or if such a survey is not available, the most recent survey of the Property prepared by a licensed Georgia surveyor.
   iv. A list of special assessment districts in which the Property is located and the schedule of unpaid or pending assessments – if any.
   v. A schedule of impact fees paid or owed on the Property, if any.

(2) **Environmental and Assessments:**
   i. All soil reports covering the Property or any portion thereof.
   ii. All cruise reports of existing timber on the Property.
   iii. All environment (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including wetlands reports.

(3) **Leases:**
An executed copy of every lease of or affecting the Property or any portion thereof.

(4) **Miscellaneous:**
   i. A schedule of management fees due in connection with any agreements pertaining to the Property.
   ii. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation, and maintenance of the Property."


Copyright© 2026 by Georgia Association of REALTORS®, Inc.

**10. Sellers Warranties and Representations.** Except to the extent provided in this Agreement, Seller warrants as follows:

**a. Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the te and conditions of this Agreement; and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter into this Agreement and bind Seller.

**b. Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.

**c. Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.

**d. Hazardous Substances.** To the best of Seller's knowledge, (1) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (2) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (3) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (4) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site. Seller has not received any Notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.

**e. Leases.** Other than those leases provided by Seller to Buyer as part of the Due Diligence Materials, there are no other leases of or affecting the Property or any portion thereof and Seller will not enter into any new leases without the written permission of Buyer.

**f. No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.

**g. Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.

**h. Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.

**i. Violations.** To the best of Seller's knowledge, there are no violations of laws, municipal or county ordinances or other legal requirements with respect to Property (excluding any improvements constructed thereon).

**11. Brokerage Relationships and Compensation in this Transaction.**

**a. Agency Disclosure:** No Broker in this transaction shall owe a fiduciary duty or any other duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

**(3) No Agency Relationship:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.

**(4) Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

**i. Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*

(a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

**ii. Designated Agency Disclosure:** If Broker in this transaction is acting in a designated agency capacity, where one or more licensees of Broker are exclusively representing Buyer and one or more other licensees of Broker are exclusively representing Seller, Buyer and Seller consent to the same and acknowledge that each designated agent or agents shall exclusively represent the party to whom each has been assigned as a client.

**b. Compensation of Broker(s):** Buyer and Seller shall be obligated to pay their respective Compensation obligations, if any, to Broker(s) in full at Closing and as a pre-condition to Closing (so long as the same is permitted by Buyer's mortgage lender). The Closing Attorney is hereby authorized and directed to: (i) show the Compensation of the respective Broker(s) on the settlement statement at Closing; and (ii) disburse such Compensation to Broker(s) upon the consummation of Closing pursuant to the agreement(s) of party paying and receiving such Compensation. The acceptance by the Broker(s) of partial Compensation at Closing shall not relieve the party owing the same from paying the remainder after the Closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of Broker's Compensation).



Copyright© 2026 by Georgia Association of REALTORS®, Inc. 

**c. Disclaimer:** Buyer and Seller have not relied upon any: a) promises, statements or representations (collectively, "Representation of Brokers other than what is included in this Agreement, in an amendment thereto or in a Pre-Showing Compensation Agreeme This shall include Representations made after this Agreement is entered into that have not been made as an amendment hereto and agreed to by all parties. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are legitimate or inspect the Property for termites, defects, hazardous conditions and/or repairs. The Brokers herein shall have no duty to advise Buyer or Seller on any matter relating to the Property which could have been revealed if Buyer: a) had obtained, with respect to the Property, a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, or test for radon, asbestos, mold, moisture, methamphetamine, and/or lead-based paint; b) had the Property inspected by a professional, construction expert, or structural, soils or environmental engineer; c) had this Agreement and transaction reviewed by an attorney, financial planner, mortgage consultant or tax consultant; and/or d) consulted appropriate governmental officials, maps, laws and regulations to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, and whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the matters handled by the professionals referenced above or in the above tests, inspections, evaluations and reviews. Buyer and Seller should seek independent expert advice regarding the above matters and any other matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, inspect or opine on whether the construction of or repairs to the Property were done properly and that such tasks clearly fall outside the scope of real estate brokerage services. Buyer and Seller further acknowledge that Brokers have no duty to ensure that Seller has terminated Seller's and/or third-parties' administrative access to Devices.

**12. Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) Notice of acceptance of the Offer has been delivered to the party who made the Offer.

**13. Assignment.** In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least five (5) days prior to Closing.

## C. OTHER TERMS AND CONDITIONS

**1. Notice.**

**a. Generally:** All Notices given hereunder shall be in writing, legible and signed by the party giving the Notice. In the event of a dispute regarding Notice, the burden shall be on the party giving Notice to prove delivery. The requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by email or facsimile. The person delivering or sending the written Notice signed by a party may be someone other than that party.

**b. Delivery of Notice:** A Notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written Notice by a party; (2) in the case of delivery by a Delivery Service, when the written Notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the Notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written Notice is electronically sent to an email address or facsimile number of a party set forth herein (or subsequently provided by the party following the Notice provisions herein) even if it is not opened by the recipient.

**c. When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker representing a party in a client relationship shall be the authorized agent of the party for the limited purpose of receiving Notice and such Notice to any of them shall for all purposes herein be deemed to be Notice to the party. This shall include, without limitation, receiving notices regarding the disbursement of earnest money after this Agreement has been terminated. Notice to an authorized agent shall only be effective if the written Notice is sent to an address, facsimile number or email address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the Notice provisions herein) whether or not it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker are authorized to receive Notices delivered by a Delivery Service. The Broker and the Broker's staff shall not be authorized to receive Notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent(s) of a client shall be the authorized agent(s) of the client for the purposes of receiving Notice.

**2. Default.**

**a. Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty. Unless Seller has otherwise waived Seller's right to terminate due to the Buyer's failure to pay earnest money, Seller may, after the termination of this Agreement, sue Buyer for any portion of the Earnest Money that was either not paid, returned for insufficient funds, or the payment of which was stopped.

**b. Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either (i) seek the specific performance of this Agreement or (ii) terminate this Agreement upon Notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein, and Buyer may pursue any other remedy available at law.



Copyright© 2026 by Georgia Association of REALTORS®, Inc. 

c. **Rights of Broker:** The Brokers involved in this transaction shall be express third-party beneficiaries of this Agreement, shall have right to enforce all provisions in this Agreement that benefit them or afford them rights and defenses and shall have all remedies law or in equity in the event of a breach of this Agreement. In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to each Broker involved in the transaction an amount equal to the Compensation each Broker would have received had the transaction closed. If the same Broker is working with or representing the buyer and seller in the transaction, the Compensation the Broker shall be entitled to in the event of the default shall be the total Compensation the Broker would have received from all parties in the transaction had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of Compensation to be paid to any broker involved in this transaction are incorporated herein by reference. Additionally, upon the request of any party to the transaction, the Broker(s) shall disclose in writing the Compensation they will receive when the transaction closes so that the party knows the exact amount of liquidated damages they will be obligated to pay should the party default herein.

d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and Compensation claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. **Risk of Damage to Property.** Seller warrants that at the time of Closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to Closing, Seller shall promptly give Notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above Notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at Closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

4. **Other Provisions.**

a. **Buyer's Representations Regarding Ability to Buy Property:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer. Buyer warrants and represents that Buyer is not prohibited from buying real property within 10 miles of a military base, installation or airport or agricultural land in Georgia pursuant to O.C.G.A. § 2-1-7.

b. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property or a portion thereof becomes subject to a condemnation proceeding or if Seller has received notice of a pending condemnation proceeding; and (2) provide Buyer with all written communications regarding the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon Notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.

c. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the Closing Attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.

d. **Delays Caused by Emergencies:** If at any point after the Binding Agreement date the Governor of Georgia declares a state of emergency for the county in which the Property is located, all unexpired time deadlines herein, including but not limited to the Closing Date, shall automatically extend for the number of days the emergency exists in that county, but not more than eight (8) days. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines. No deadline shall be extended if this Agreement becomes a binding agreement during a state of emergency.

e. **Digital Signatures:** For all purposes herein, a digital or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Buyer's mortgage lender or the other party.

f. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the Closing Attorney, mortgage lender and/or the title insurance company to meet their respective requirements.

g. **Entire Agreement and Modification:** Except for any Pre-Showing Compensation Agreement or other separate agreement for the payment of Broker's Compensation, that is not a part of or amended by this Agreement, this Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be solely relied upon by the Buyer and binding upon the parties and their successors, heirs and permitted assigns. No representation, statement, promise or inducement not included in this Agreement shall be relied upon or binding upon any party hereto. This Agreement may not be amended, deemed to have been mutually departed from or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may only be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay the Compensation owed by the assignor.

h. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of Closing.

i. **FIRPTA:** Under the Foreign Investment in Real Property Tax Act ("FIRPTA"), Sellers who are not a "foreign person" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, shall deliver to the Closing Attorney at Closing a FIRPTA Affidavit. If Seller is a "foreign person" additional taxes may need to be withheld at Closing.



Copyright© 2026 by Georgia Association of REALTORS®, Inc. 

**j. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

**k. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

**l. No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to Notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept Notices on behalf of a party (but not send Notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.

**m. No Recording of Agreement:** Buyer shall not record (or permit to be recorded) this Agreement or any memorandum or summary thereof in the Office of Land Records. Buyer shall be liable for damages for violating this section of the Agreement. Nothing herein shall prohibit Buyer from recording a *lis pendens* as part of filing a lawsuit claiming an interest in the Property.

**n. Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If Notice of accurate Binding Agreement Date is delivered, the party receiving Notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes Notice of the Binding Agreement Date to the other party.

**o. Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving Notice of Binding Agreement Date, the party objecting shall send Notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.

**p. Property to Be Delivered in Clean Condition:** Notwithstanding any other provision to the contrary, at the time of possession, Seller shall deliver the Property in clean condition, free of trash, garbage, debris, construction materials, pets and personal property of the Seller not otherwise identified in this Agreement as remaining with the Property. Firewood shall not be considered debris. This section shall apply even in transactions where the Property is being sold as-is.

**q. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:

(1) Handwritten changes shall control over pre-printed or typed provisions;

(2) Exhibits shall control over the main body of the Agreement;

(3) Special Stipulations shall control over both exhibits and the main body of the Agreement, including handwritten changes thereto;

(4) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the "Agreement to Seek Amendment to Purchase Price Prior to Termination" section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.

(5) Except as otherwise provided herein, this agreement and any amendment thereto shall be enforceable, as between the parties, even without the signature of any Broker referenced herein. Notwithstanding the above, if any provision(s) in this Agreement, including a provision(s) in any amendment hereto, changes the total amount of Compensation due to any Broker from the total amount of Compensation said Broker has previously agreed to in writing, then such change to the Broker's Compensation shall only be binding if the Broker impacted by such change consents to the same in writing. If a Buyer's Broker Compensation Exhibit (F259) is attached as an exhibit to this Agreement, this Agreement shall not be enforceable unless this Agreement or such Buyer's Broker Compensation Exhibit is signed by the Buyer's Broker and, in cases where the Seller's Broker is sharing a portion of its Compensation with the Buyer's Broker, the Seller's Broker.

(6) If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation fully and accurately reflects that party's intentions; b) accepts each special stipulation as if it were written by such party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.

(7) If Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller.



Copyright© 2026 by Georgia Association of REALTORS®, Inc. 

r. **Survival of Agreement:** The following shall survive the Closing of this Agreement: (1) the obligation of a party to pay Compensation; any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; (8) the ability of Broker to receive Notices on behalf of a client after the termination of this Agreement; and (9) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.

s. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

t. **Time of Essence:** Time is of the essence of this Agreement.

5. **Definitions.**

a. **Banking Day**: A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.

b. **Binding Agreement Date**: The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.

c. **Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction except as may be specifically provided otherwise herein.

d. **Business Day**: A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.

e. **Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.

f. **Closing:** The Closing shall be the event in which the parties consummate the transaction set forth in this Agreement by: (1) the Seller tendering the deed referenced herein to the Property; (2) the Buyer paying the required consideration hereunder; (3) both parties properly signing all documents and paperwork as required by the Closing Attorney; and (4) both parties fulfilling other agreements set forth herein that must be fulfilled by the Closing (unless the same have been waived or amended). The Closing shall be deemed consummated when the Closing Attorney confirms to the parties that the Closing Attorney is in receipt of all required paperwork, funds, and approvals necessary to complete the transaction and directs for funds to be disbursed and documents to be recorded. All parties acknowledge that the deed will not normally be recorded in the land records on the day of Closing, and the payment of the sales proceeds may not always be made to Seller on the day of Closing (even though the Closing has been consummated) due to certain circumstances such as, for example, the Seller not being at the Closing in person, the Closing occurring after the cutoff for wiring funds that day, or the terms of an escrow agreements signed by the Seller have not been fulfilled resulting in which a portion of Seller's funds being held back.

g. **Compensation:** The term "Compensation" as used in this Agreement shall mean the compensation to be received by Broker, for performing real estate brokerage services in this transaction, regardless of whether it is a flat fee, percentage, bonus or some other method of compensation.

h. **Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.

i. **Day**: For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.

j. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

k. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable"

6. **Property Not Being Sold for Value of Any Improvements on Land.** Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair**,** may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.

7. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent emails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, Closing Attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the Closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.



Copyright© 2026 by Georgia Association of REALTORS®, Inc. 

8. **HEIGHTENED IDENTIFICATION PROCEDURES TO HELP PREVENT FRAUD; COVENANT NOT TO SUE:** There has bee significant increase in criminals attempting to sell properties they do not own by posing as the owners of those properties. To prevent such crimes, Seller shall immediately, upon request of either the Seller's Broker and/or the Closing Attorney: 1) provide the requesting party with information confirming the Seller's identity, including a current government issued photo identification; 2) meet in person or through audio-visual conferencing to confirm the Seller's identity; and 3) if the Seller is a legal entity, provide the requesting party with the organizational and operating documents of such entity and current photo identification and either meet in-person or in audio-visual meeting with the executor, manager, trustee, general partner, officer, administrator, or other person in a comparable role of the legal entity to confirm their identity. Seller further agrees to cooperate with the Closing Attorney's heightened identification procedures which shall at least meet the standards, if any, supplied by a title insurance company for whom the Closing Attorney is an agent. Seller acknowledges that the transaction may not be able to close unless such procedures are followed. In the event Seller breaches its obligations hereunder, Seller shall be in default of this Agreement. Buyer acknowledges that identity theft may occur regardless of the measures undertaken by the parties, their respective brokers and the attorney(s) involved in the transaction to confirm the Seller's identity. For and in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) and/or the Closing Attorney involved in this real estate transaction for damages arising out of or relating to a fraudulent seller.

9. **LIMITATION OF LIABILITY AND STATUTE OF LIMITATIONS. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**
   a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF COMPENSATION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMPENSATION IS PAID TO BROKER, THAN THE SUM OF $100; AND**
   b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF $100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**
   c. **STATUTE OF LIMITATIONS: FOR AND IN CONSIDERATION OF THE SUM OF $10.00 AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE THEREBY ACKNOWLEDGED, ALL CLAIMS OF ANY NATURE WHATSOEVER AGAINST BROKER(S) AND/OR THEIR AFFILIATED LICENSEES INVOLVED IN THIS TRANSACTION, WHETHER ASSERTED IN LITIGATION OR ARBITRATION AND SOUNDING IN BREACH OF CONTRACT AND/OR TORT, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE ANY CLAIM OR CAUSE OF ACTION ARISES. SUCH ACTIONS SHALL THEREAFTER BE TIME-BARRED. ALL BROKERS REFERENCED HEREIN SHALL BE EXPRESS THIRD-PARTY BENEFICIARIES OF THIS PROVISION.**

10. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- ☐ Back-up Agreement Contingency Exhibit (F604) "_____"
- ☐ Buyer's Broker Compensation Exhibit (F259) "_____"
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "_____"
- ☐ Community Association Disclosure Exhibit (F322) "_____"
- ☐ Legal Description Exhibit (F807 or other) "_____"
- ☐ Seller's Property Disclosure Statement Exhibit (F302, F307) "_____"
- ☐ Special Title Exceptions Pertaining to Property as Exhibit "_____"
- ☐ Special Warranties and Representations of Seller as Exhibit "_____"
- ☑ Survey of Property as Exhibit "A"
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "_____"
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____



Copyright© 2026 by Georgia Association of REALTORS®, Inc. 

**SPECIAL STIPULATIONS:** The following Special Stipulations are made a part of this Agreement.

***1. Sellers shall have the right to review and approve the buyer obtained controlling survey of the property. All parties acknowledge and agree that the Property being sold pursuant to this Agreement is limited to the 1.7-acre lot and does not include any additional acreage or property owned by Sellers/Sellers family.***

***2. The buyer obtained and seller approved controling survey will be provided as Exhibit "A" prior to closing.***

***3. This is an all cash offer, not subject to financing.***

***4. Earnest money is non-refundable and will be applied to purchase price at closing.***

☐ **Additional Special Stipulations (F246) are attached.**

**Copyright© 2026 by Georgia Association of REALTORS®, Inc.**

**By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.**

8.

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

## Buyer Acceptance and Contact Information

, Mayor The City of Lawrenceville

1 **Buyer's Signature**

Print or Type Name | Date

Buyer's Address for Receiving Notice

Buyer's Phone Number ☐ Cell ☐ Home ☐ Work

Buyer's Email Address

2 **Buyer's Signature**

Print or Type Name | Date

Buyer's Address for Receiving Notice

Buyer's Phone Number ☐ Cell ☐ Home ☐ Work

Buyer's Email Address

☐ **Additional Signature Page (F267) is attached.**

## Seller Acceptance and Contact Information

1 **Seller's Signature**

Mark W. Burson

Print or Type Name | Date

Seller's Address for Receiving Notice

Seller's Phone Number ☐ Cell ☐ Home ☐ Work

Seller's Email Address

2 **Seller's Signature**

William B. Burson

Print or Type Name | Date

Seller's Address for Receiving Notice

Seller's Phone Number ☐ Cell ☐ Home ☐ Work

Seller's Email Address

☐ **Additional Signature Page (F267) is attached.**

## Buyer's Broker/Affiliated Licensee Contact Information

n/a

Buyer Brokerage Firm

**Broker/Affiliated Licensee Signature** | Date

Print or Type Name | GA Real Estate License #

Licensee's Phone Number | Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number | Fax Number

MLS Office Code | Brokerage Firm License Number

## Seller's Broker/Affiliated Licensee Contact Information

Heartland Real Estate

Seller Brokerage Firm

**Broker/Affiliated Licensee Signature** | Date

April Weaver | Nakia Brooks | 358152|315107

Print or Type Name | GA Real Estate License #

404-425-4087

Licensee's Phone Number | Fax Number

april@heartlandga.com | nakia@heartlandga.com

Licensee's Email Address

I-85NBOR | NAMAR

REALTOR® Membership

2160 Morningside Drive Ste. 200, Buford, Ga 30518

Broker's Address

470-655-1976

Broker's Phone Number | Fax Number

HRTL01 | H-80183

MLS Office Code | Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of _____ and has been filled in by _____.

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, OCTOBER 13, 2026
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

| | |
|---|---|
| **Item:** | Lawrenceville Police Department Axon Council Presentation |
| **Department:** | Police |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Fiscal Impact:** | $835,000.00 |
| **Presented By:** | John Mullin, Chief of Police |
| **Action Requested:** | Approval to fund new capability while collapsing six renewal dates into one annual Axon contract, in the amount of $835,000.00. |

---

**Summary:** Replaces ten prior quotes with a single 5-year agreement, one renewal date, and one point of accountability. Adds Drone as First Responder, agency-wide AI enhancements, and fixed camera, and drone detection coverage across the city. Scheduled refreshes for Body 4 cameras, Fleet 3, TASER 10 and VR to keep equipment current through 2031, and roll FUSUS real time information center grant into the contract upon its expiration.

**Background:** Modernizing Lawrenceville's Public Safety Technology. Proposing to consolidate six existing Axon contracts into one agreement and add the capabilities the department needs thereafter.

**Fiscal Impact:** Amount of $835,000.00. This will be funded by Speed Zone Funds (2853210-581200).

**Attachments/Exhibits:**

- Lawrenceville_PD_Axon_Council_Presentation

LAWRENCEVILLE POLICE DEPARTMENT

City Council Briefing · October 13, 2026

# Modernizing Lawrenceville's Public Safety Technology

A proposal to consolidate six existing Axon contracts into one agreement — and add the capabilities the department needs next.

**Drew Patterson**

Axon Executive

AXON

# Agenda

What's driving this proposal and what council is being asked to approve.

01 Where we stand today

02 The case for change

03 The proposed agreement

04 What's new: DFR, AI Era, Prepared 911 & fixed cameras

05 Timeline & the Fusus grant transition

06 Final Recap

SECTION 01

# Where we stand today

CURRENT STATE

# Six active contracts, six renewal clocks

**BWC + TASER 10 Unlimited+**

96 BWC users · 8/1/23–7/31/28

$215K/yr

**TASER 10 Certification**

90 users · 3/15/24–3/14/29

$390K upfront

**VR Training**

90 users · 8/1/23–7/31/28

$24K/yr

**Fleet 3 Advanced**

60 vehicles · 3/1/24–2/28/29

$174K/yr

**Interview Rooms**

5 rooms · 2/15/25–2/14/30

$165K upfront

**Fusus Pro**

150 streams · 4/1/25–3/31/28

$304K upfront

Six separate contracts, four different end dates between 2028 and 2030, and no single point of accountability.

# What the increase buys

CURRENT — 6 CONTRACTS

$583K/yr

Effective annual spend, upfront costs amortized

$413K/yr in payments + $850K upfront already invested, spread across 6 separate contracts.

→

PROPOSED — 1 CONTRACT

$835K/yr

Single consolidated annual payment, no separate upfront

Adds Drone as First Responder, Axon AI Era for all 100 users, and (5) Lightpost + (5) Outpost fixed cameras.

Net increase of approximately **$252K/yr** — funding new capability while collapsing six renewal dates into one.

SECTION 02

# The case for change

# What today's setup can't do

The department has grown to 100 sworn users under this program — today's fragmented contracts weren't built for what comes next.

- **No Drone as First Responder**
  No aerial situational awareness ahead of officer arrival on priority calls
- **No agency-wide enhancements**
  Officer time still goes into manual documentation instead of the street
- **No fixed camera coverage**
  Visibility gaps outside of patrol reach and body-worn camera range
- **Six contracts, six renewal dates**
  Budgeting and vendor coordination spread across 2028–2030 expirations

SECTION 03

# One agreement, built for where the department is headed

## CONSOLIDATE

Replaces ten prior quotes with a single 5-year agreement, one renewal date, and one point of accountability.

## EXPAND

Adds Drone as First Responder, agency-wide AI enhancements, and fixed camera, and drone detechtion coverage across the city.

## MODERNIZE

Scheduled refreshes for Body 4 cameras, Fleet 3, TASER 10 and VR keep equipment current through 2031.



WHAT'S NEW · DFR

# Drone as First Responder

Three Skydio X10 dock systems give dispatch real-time aerial awareness on priority calls before officers arrive on scene.

| | |
|---|---|
| Skydio X10 Patrol HW Kit | **3** |
| Skydio Dock for X10 (DFR Kit) | **3** |
| DFR Dock & Patrol data subscriptions | **3 + 3** |
| Premium install & support services | **3 + 3** |
| Dock commissioning & training | **1** |

COMPLEMENTING DFR

# Axon Dedrone: knowing what's already in the airspace

Drone traffic has grown sharply across the country — from hobbyists to commercial delivery to bad actors, more unmanned aircraft are operating in local airspace than ever before. As Lawrenceville adds its own drone program, it also needs to see what else is flying nearby.

Axon Dedrone gives real-time detection and identification of drones operating in and around the city — flagging unauthorized or unknown aircraft near sensitive sites, large events, and active incidents.

| | |
|---|---|
| Detects & identifies | **Drones in local airspace** |
| Protects | **Events, facilities & incident scenes** |
| Works alongside | **The department's own DFR program** |

WHAT'S NEW · AI ERA

# Agency-wide enhancements, deployed to every sworn officer

One license, licensed for all 100 users, brings five enhanced capabilities into daily work — from the street to the call center.

### Axon Assistant

A conversational assistant built into Axon apps for fast policy lookups and report guidance — with real-time, in-field translation across 55 languages.

### Draft One

Generates a first-draft incident report from body camera audio in seconds, not hours.

### Transcription

Turns interview and body camera audio into accurate, searchable text automatically.

### Axon Prepared 911

AI-assisted call handling for the communications center — detailed on the next slide.

### Auror Retail Crime Hub

Connects local retail crime reports directly to investigators, closing the loop with business partners.

**100** users

Deployed agency-wide

PRIORITY FOR THE AGENCY

# Axon Prepared 911

Prepared 911 brings AI directly into the communications center. It listens on the call in real time, automatically capturing location, weapon and suspect details as the caller speaks.

- Structured call details push straight to CAD and responding units — no re-typing, no relay delay
- Frees telecommunicators to focus on the caller instead of the keyboard
- Gets officers en route with more accurate information, faster



WHAT'S NEW · FIXED CAMERA COVERAGE

# (5) Lightpost + (5) Outpost cameras



**Axon Lightpost (5)**

Mounts to existing light poles for real-time video on key corridors, with install, connect service, and 5-year monitoring & maintenance.



**Axon Outpost (5)**

Solar-powered, standalone cameras for locations without power or network access, with install and extended warranty coverage.

# A phased rollout, not a disruption

Prior contracts terminate and the new agreement begins together, with equipment refreshed on a predictable schedule through 2031.

| | |
|---|---|
| **Nov 2026** | Hardware delivery begins — Body 4 cameras, VR, TASER 10, Outpost, Lightpost & Interview Room gear |
| **Dec 2026** | New agreement begins; the six prior contracts terminate and transfer credits apply |
| **2028** | Fusus CCTV integration and Interview Room 2-camera upgrade commissioned |
| **2029–2031** | Scheduled refreshes for Body 4, Fleet 3, VR, Lightpost & Outpost hardware at no added cost |

A NOTE ON GRANT-FUNDED EQUIPMENT

# The Fusus grant investment carries forward — it isn't lost

The original Fusus Pro contract is funded through a grant and will run through its full term, expiring in 2028. When it ends, Fusus rolls directly into this new agreement — with no lapse in service and no separate contract negotiation required.

| | |
|---|---|
| Current contract | **Grant-funded, runs through 2028** |
| At expiration | **Rolls into new contract** |
| Service disruption or renegotiation | **None** |

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: COUNCIL WORK SESSION
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

| | |
|---|---|
| **Item:** | Lawrenceville Arts Commission Public Art Project: DTL Letter Installation |
| **Department:** | Community and Economic Development |
| **Date of Meeting:** | Tuesday, October 13, 2026 |
| **Fiscal Impact:** | $80,000 |
| **Presented By:** | Jasmine Jackson, Director, Community and Economic Development and Aura Leigh Sanders, Arts Commission Chair |
| **Action Requested:** | Update on the DTL Letter Installation. |

---

**Summary:** The Lawrenceville Arts Commission recently voted to approve the fabrication of a DTL Letter Installation, developed in collaboration with artist Huelani Mei Rottmann, featuring three large-scale, interactive sculptural letters spelling “DTL” for placement along Clayton Street at the Lawrenceville Lawn.

The proposed concept includes three large-scale, hollow-steel letter sculptures designed for outdoor display. The letters would be playground-certified and incorporate a sensory element that invites community members to touch and interact with the sculptures. The sculptures would feature a professionally applied powder-coated finish to support long-term durability and longevity, with routine cleaning and periodic inspection anticipated as the primary maintenance requirements. With proper maintenance, the anticipated lifespan of the sculptures is approximately 25–30 years or more.

The artist has met with the Director of Engineering and Director of Facilities to discuss potential architectural plans, installation of the concrete pad, respective project responsibilities, and areas where the City could provide support as the project moves forward.

Fabrication through installation is anticipated to take approximately three months, with a potential installation timeline of Spring 2027.

**Fiscal Impact:** Funding for the project is included in the Arts Commission budget, LT23-002 - 3551570-523930. The current anticipated project cost is approximately $80,000, with the final cost subject to final design, fabrication, installation, and site preparation requirements.

**Attachments/Exhibits:** DTL Art Installation Presentation

# DTL Interactive Sculpture Proposal

This proposal brings Downtown Lawrenceville's branding to life with a large-scale interactive "DTL" letter sculpture at the Lawrenceville Lawn.

Inspired by the city's identity and sense of community, this interactive public sculpture is designed to serve as a visually striking landmark that encourages public interaction, gathering, and photo opportunities for years to come.

The sculpture is intended to become an iconic visual anchor for the Lawrenceville Lawn, creating an interactive destination for residents, visitors, and events.



# DTL Proposal

- This sculpture will draw directly from the “DTL” logo, translating the city’s identity into a bold three-dimensional landmark that reinforces Downtown Lawrenceville’s visual presence and community identity
- Final colors, finishes and supporting design elements will be developed collaboratively with the City of Lawrenceville to ensure alignment with the city’s branding and visual identity
- Colors of “ DTL” sculpture are focusing on the primary color palette within the City of Lawrenceville branding
- Designed for long-term outdoor durability and public interaction, the sculpture will feature a powder-coated finish suitable for high-traffic public environments



# DTL Sculptural Letters | Materials, Construction & Maintenance

- **Construction:** Large-scale, interactive **“DTL” sculptural letters** fabricated from mild steel sheet metal, ranging from 14-gauge to ½-inch thickness.
- **Internal Structure:** Hollow letters with 1-inch square steel tubing and reinforced steel gussets for structural integrity and public safety.
- **Scale:** Each letter is approximately **7 ft. high × 3.5 ft. long × 2–3 ft. deep**, with final dimensions and footprint confirmed through site review and engineering.
- **Finish:** Custom City-selected colors with a **professionally applied powder-coated finish** designed for long-term outdoor durability.
- **Longevity:** Anticipated lifespan of **25–30+ years** with routine maintenance. UV-stable powder coating will help minimize fading and discoloration.
- **Engineering & Installation:** Structural engineering and foundation plans will be provided. The artist will oversee on-site installation in coordination with the City.
- **Maintenance:** Minimal ongoing maintenance anticipated, primarily **routine cleaning and periodic inspection** of the exterior finish.

# Example: Previous Letter Sculpture – “Reflections”

- Approx. 5 ft scale public installation located at Two Bridges Park in Dunwoody, Georgia
- Fabricated and installed by the artist in coordination with Dunwoody’s Parks and Recreation team
- Designed for long-term public interaction and outdoor durability
- This previous public installation demonstrates proven experience in designing, fabricating and installing durable interactive sculptures intended for long-term public engagement.
- As a Georgia-based sculptor specializing in large-scale interactive public art, my goal is to create work that strengthens community through approachable, durable and visually engaging design







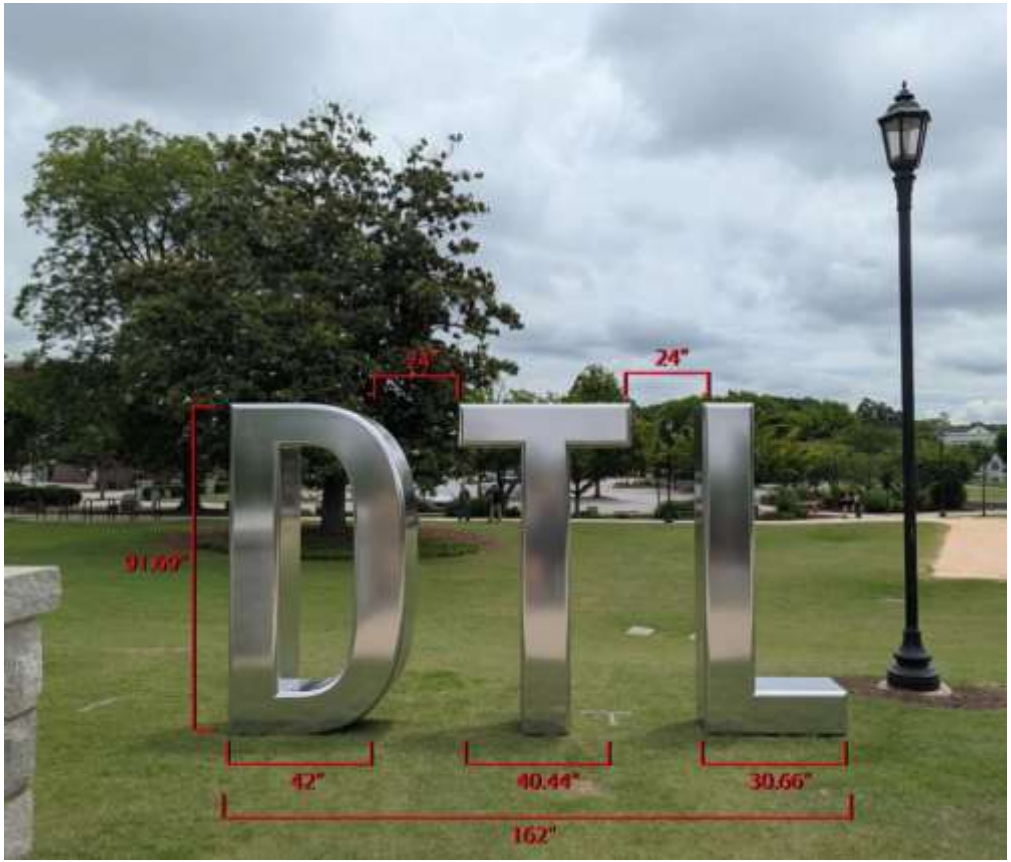
Image of internal framing of letter prior to “skin” attached to sculpture



Image of footings with materials prior to welding

# Proposed Location: Lawrenceville Lawn













# Questions