LAWRENCEVILLE
GEORGIA

CITY COUNCIL REGULAR MEETING

AGENDA

Tuesday, November 17, 2026
7:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

Approval of Prior Meeting Minutes

Proclamations

Announcements

Public Comment
To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda
These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

Public Hearing New Business
Discussion will be limited to 7 minutes per side including rebuttal. Discussions on Zoning issues will be limited to 10 minutes per side including rebuttal. Questions and answers from Council Members will not infringe on the time limit.

1. An Ordinance to Amend the City of Lawrenceville Zoning Ordinance 2020 Sec. 102.9 – RM-24 Multifamily Residential District and for Other Purposes
2. RZM2026-00007; Parkland Homebuilders, LLC; 2555 University Parkway & 104 Hurricane Shoals Road
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

Council Business Old Business

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

5. Proposed Inter-Participant Transfer Agreement with the City of Griffin for Summer 2027–2028 Power Supply
6. Professional Design Services for Quiet Zone Project
7. Professional Services for Impaired Waters Plan Update
8. Ratification - Change Order for Raco Electric Upgrades
9. Award Contract for Lawrenceville Arts Center (LAC) Rehearsal Room Restoration Project (SB012-27)
10. Ordinance setting the time and place of the regularly scheduled meetings of the Lawrenceville City Council for 2027

Council Business New Business

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

11. 854 N Clayton St property acquisition

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item:	An Ordinance to Amend the City of Lawrenceville Zoning Ordinance 2020 Sec. 102.9 – RM-24 Multifamily Residential District and for Other Purposes
Department:	Planning and Development Department
Date of Meeting:	Tuesday, November 17, 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: The RM-24 Multifamily Residential District is designed to provide for medium- rise and high-density apartment developments that will be compatible when located near and among lower- and moderate-density types of developments. Apartments may be allowed in this district. Property in the RM-24 Multifamily Residential District shall be developed in accordance with the Minimum Lot Area requirement and the applicable site-related provisions of the City of Lawrenceville Development Regulations.

Attachments/Exhibits:

- ZON ORD_ART 1 RM24_09292026.docx

ORDINANCE _____

AN ORDINANCE TO AMEND THE CITY OF LAWRENCEVILLE ZONING ORDINANCE 2020 SEC. 102.9 - RM-24 MULTIFAMILY RESIDENTIAL DISTRICT AND FOR OTHER PURPOSES

The City Council of the City of Lawrenceville, Georgia hereby ordains that the City of Lawrenceville Zoning Ordinance 2020 shall be amended as follows:

Section 1.

That Sec. 102.9. - RM-24 Multifamily Residential District, is hereby amended by deleting it in its entirety and replacing the language to read as follows:

Sec. 102.9. - RM-24 Multifamily Residential District.

A. Purpose

The RM-24 Multifamily Residential District is designed to provide for medium- rise and high-density apartment developments that will be compatible when located near and among lower- and moderate-density types of developments. Apartments may be allowed in this district.

Property in the RM-24 Multifamily Residential District shall be developed in accordance with the Minimum Lot Area requirement and the applicable site related provisions of the City of Lawrenceville Development Regulations.

B. Development Standards

Min. Lot Area	Lot Width Min.	Min. Front Setback	Min. Side Setback	Min. Rear Setback	Min. Heated Floor Area	Max. Lot Coverage	Max. Building Height
10 acres	100 ft.	50 ft.	25 ft.	40 ft.	See table below	60%	70 ft.

Min. Heated Floor Area	Studio	1-bedroom	2-bedroom	3-bedroom
Apartments*	650 sq.ft.	800 sq.ft.	1,000 sq.ft.	1,200 sq.ft.

- No more than 10% of the total units shall be three-bedroom apartments.

- ~~This Minimum Lot Area shall not be reduced by a Variance.~~ If property was zoned (RM- 12) General Residence, 3, 600 Sq. Ft. District at the time of adoption of the City of Lawrenceville Zoning Ordinance 2020 (ZON- ORD 2020-9), on May 20, 2020, and property does not meet the Minimum Lot Area then the property owner may apply for a Variance.
- Duplexes shall be prohibited.

C. Mandatory Professional Property Management.

The development shall have a property management and shall be recorded in the deed records of the Superior Court of Gwinnett County either as written restrictive covenants or on the plat for development of the subdivision.

Voluntary compliance with the Gwinnett County Crime Free Multi-Housing program is strongly suggested.

D. Architectural Standards.

Subject to review and approval by the Director of Planning and Development.

1. Each building shall consist of a minimum of two alternating roof types, specifically, open gable, boxed gable, dormer, hip, or flat roof lines.
2. Front, side, and rear facades shall be finished with primarily brick or stone on each elevation.
3. Elevations shall be staggered with alternating exterior treatments such as porches, balconies, awnings, chimney, stoops, decks, patios, and terraces.
4. Provide a unique architectural entrance with door surround.
5. Incorporate changes in building material texture and color.
6. Provide elements such as shutters and roof eave brackets.
7. Refer to Article 6, Architectural and Design Standards, for types of materials allowed in the district.

   See figures for examples:





Source: Humphreys & Partners Architects

E. Development Standards

Subject to review and approval by the Director of Planning and Development.

1. No more than five stories.
2. Each unit is accessed internally, via a double-loaded corridor; a building design in which there are apartments or other individual units on both sides of a passage corridor connecting twelve or more attached units
3. Provide pedestrian corridors within and beyond the development.
4. Provide potential future connections to adjacent sites or parallel roads.
5. Organize buildings around a park to create more park views and provide security that is natural in appearance.
6. Buildings should be oriented parallel to both external and internal streets, providing a frontage that helps frame the public realm.
7. Break up parking to avoid large areas of asphalt.
8. Buildings should be used to screen the large parking areas from street view.
9. Provide a decorative entrance to the development.

10. Provide a 50-foot-wide landscaped setback along all exterior street frontages. The landscaped setback shall incorporate a six-foot berm, natural vegetation, and include a decorative fence/wall and entrance monument. The fence shall be constructed as a wrought iron-style fence with brick or stone columns (maximum 30-feet on-center) that are consistent with the exterior architectural treatments of the building. The fence may be placed along the 50-foot setback.
11. The landscape may vary heights, sizes, and types of plant materials around the building's foundation but are subject to review and approval by the Director of Planning and Development.
12. Create focal cluster groups of plants adjacent to the building entry points.
13. Incorporate perennials and annuals to add color.
14. Centralized mail kiosk shall have a minimum three-car stacking lane for every 100 units served.
15. Dumpsters and recycle bins shall be screened from all units and not visible from right of way.
16. shall be included in a Crime Free Multi-Housing Program similar to Gwinnett County's program.
17. Professional Property Management shall be provided and shall include at a minimum maintenance of all fencing, landscaping, paving, common areas, detention ponds, and exteriors of all structures.
18. Development amenities shall include a resort style pool, cabana, fitness center, and community room for residents. Community room shall be sized large enough for activities such as student after school programs, etc. Common area(s)/Park(s) shall be programed with amenities to maximize use such as benches, tables, grills, etc.
19. Property shall have one owner. Subdividing portions of the property is prohibited.

F. Utility Restrictions

1. All utilities shall be located underground.
2. All utilities meters shall be located along the side or at the rear elevation.
3. All new townhouse-family dwellings shall be constructed with EV-ready infrastructure. Each dwelling shall include a dedicated 240-volt, 50-amp

branch circuit terminating in a NEMA 14-50 receptacle located within the garage, installed in accordance with all applicable electrical codes. The circuit shall be placed on an individual breaker and sized to support future Level-2 electric vehicle charging equipment.

G. Green/Common Space

1. Every development shall be required to construct an area of public green space within the confines of the development.
2. At least 15% of the project acreage (total acreage of the project excluding 50% of the 100-year floodplain and wetland areas) shall be designated on a recorded plat as a permanent common area for the use of residents of the development.
3. Depending on the scale of the development, the common area shall include at least one conveniently-located public gathering area or activity center with related amenities and improvements in the form of a square, green, plaza, or similar approved element that is accessible to the residents from at least three points of entry by sidewalks. Active recreation areas, including swimming pools, tennis courts, basketball courts, clubhouses, and other recreational amenities may not be constructed in the green space.
4. 50% of the multifamily units must be adjacent to or directly across the street from a common area such as a public green, park, or square. These units shall be rear entry only.
    a. The minimum size for a public green, park or square 3,000 square feet
    b. Provide a mix of undisturbed natural plantings and/or formal plantings
    c. Provide benches, tables, seat walls, planters, play structure, and/or picnic areas/shelter.
    d. Install outdoor lighting.

H. Zoning Exhibit

As part of the application for rezoning, an exhibit shall be submitted that includes the following information:

1. A location map showing the boundaries of the property with the current zoning of the property, as well as zoning on adjacent properties.
2. A plan showing applicable details, to include lots, streets and right-of-ways, setback lines, dwelling sizes, off-street parking, on-street parking, street

trees, sidewalks, multi-use trails, stormwater management facility areas, floodplain and wetlands, topography, and common space.

3. Specifications, calculations, and applicable percentages for common area, density calculations, lot sizes, land use, gross and net acreage, dwelling units, and parking.
4. Color elevations of front, sides, and rear of all typical units, including proposed building materials, building heights and any other structures.
5. Other architectural and engineering data necessary to demonstrate conformity with applicable standards of the district and with Article 6, Architectural and Design Standards.
6. Conceptual Signage Plan.

Section 2.

Except as specifically amended as set forth above, all other provisions of the City of Lawrenceville Zoning Ordinance 2020 shall remain in full force and affect.

Section 3.

All ordinances, regulations, or parts of the same in conflict with this Ordinance are hereby rescinded to the extent of said conflict and only to the extent of said conflict.

Section 4.

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5.

This ordinance shall become effective upon its adoption by the City Council.

IT IS SO ORDAINED this _____ day of _____, 2026

_____
David R. Still, Mayor

Attest:

_____
Karen Pierce, City Clerk

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item:	RZM2026-00007; Parkland Homebuilders, LLC; 2555 University Parkway & 104 Hurricane Shoals Road
Department:	Planning and Development Department
Date of Meeting:	Tuesday, November 17, 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.pdf
- RZM2026-00007_M&C CNDS_10202026.docx

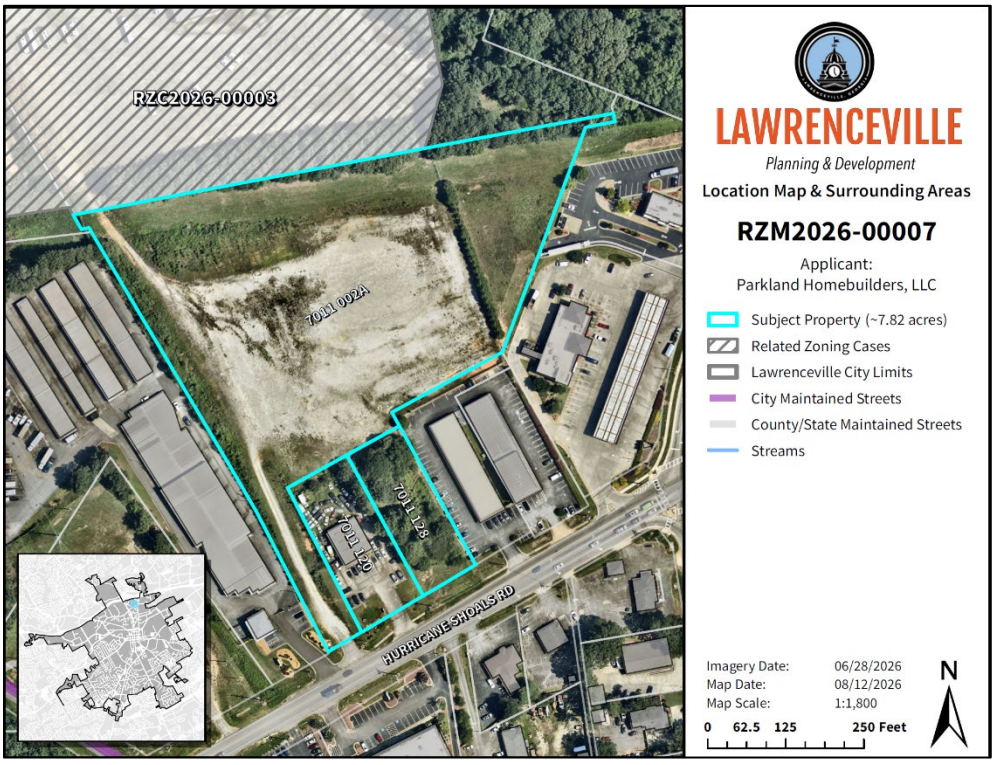
LAWRENCEVILLE

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



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ZONING HISTORY

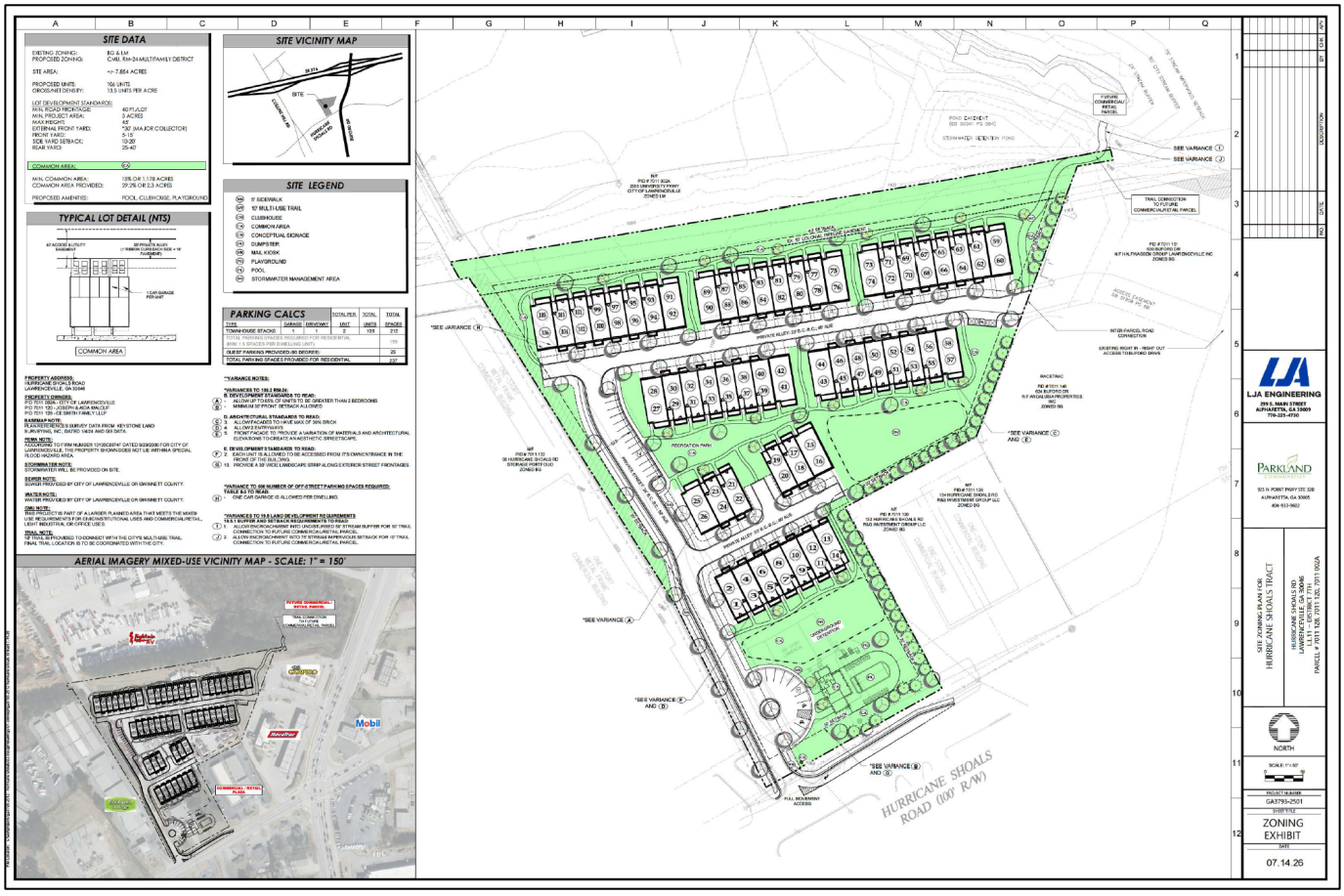
The earliest zoning records on file for the subject property circa 1971 show the property zoned as BG (General Business District). Portions of the subject property (parcel 7011 002A) were rezoned to LM (Light Manufacturing District) in the year 1994 for use as an equipment rental facility (RZ-94-06). 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* *216 spaces*	*2.19 spaces per unit* *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.

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- 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

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

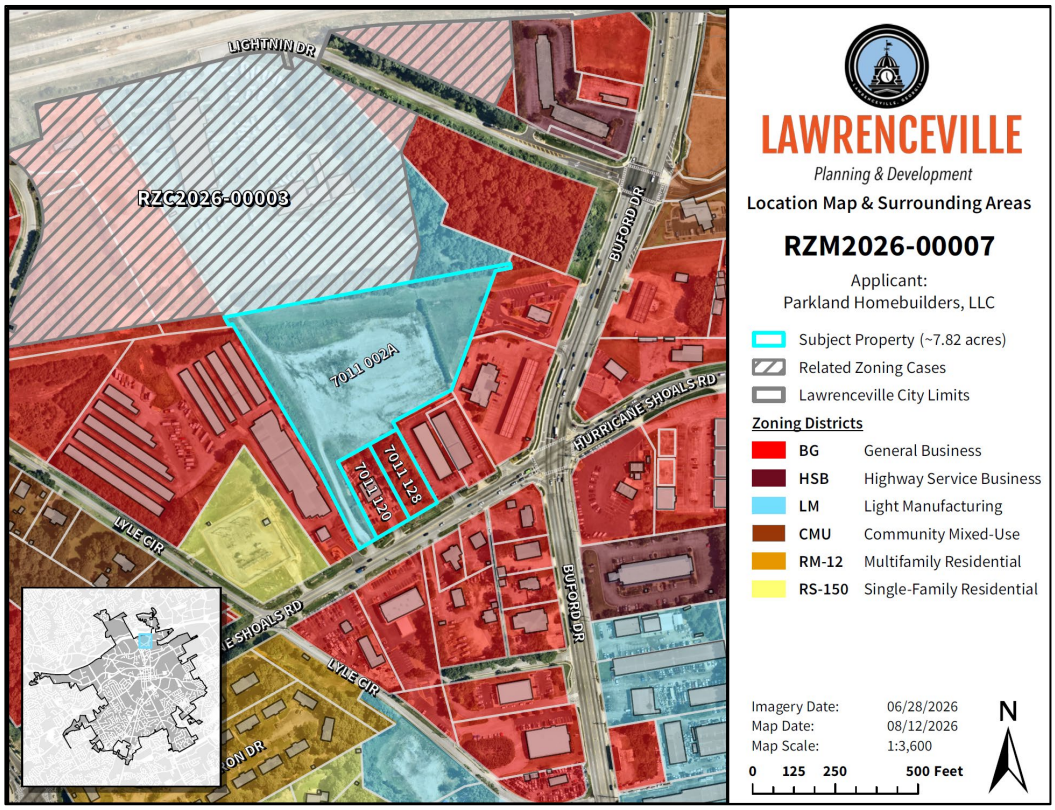
- The approval of a variance would allow for the proposed development to extend into the twenty-five (25) foot impervious surfaces stream buffer.

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

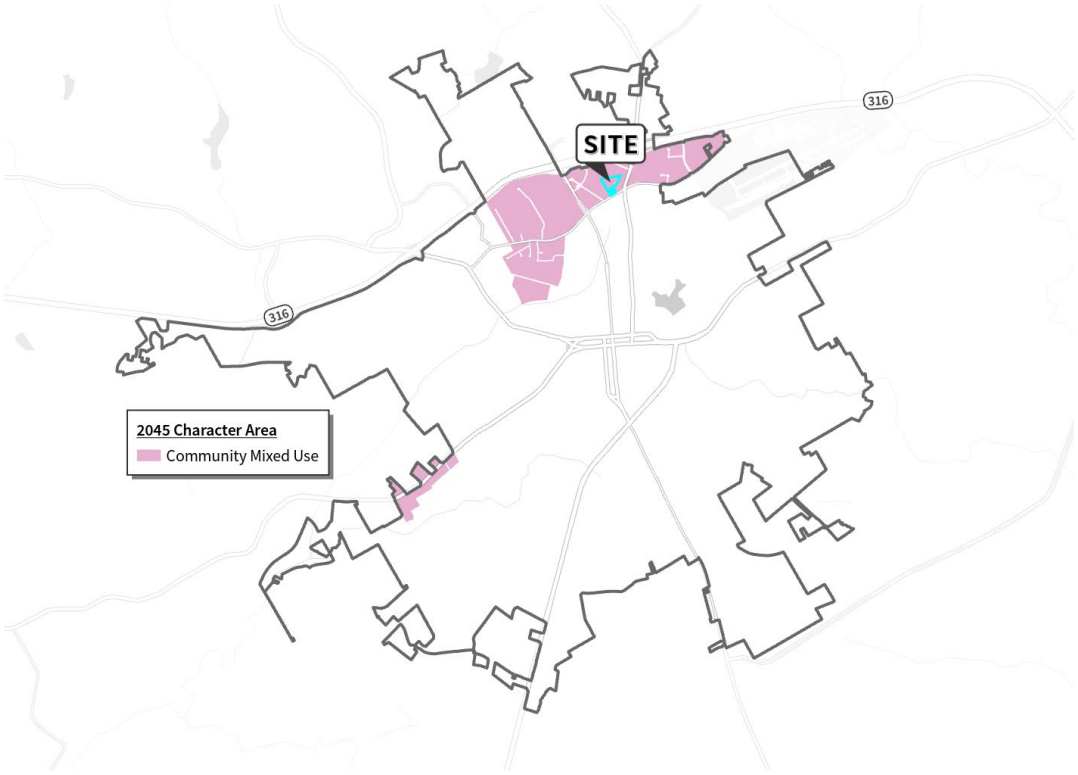


The area surrounding the subject property is characterized primarily by commercial and office uses along the major roadways (Buford Drive, Hurricane Shoals Road, and Collins Hill Road). Properties directly west of the subject property are zoned BG (General Business District) and contain mini-storage 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.

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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.

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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

Kevin D. Cardinal 12.30.2025
SIGNATURE OF APPLICANT DATE

Joseph Malouf 12/29/2025
SIGNATURE OF OWNER 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

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

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

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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
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LEGAL DESCRIPTION – COMBINED TRACT

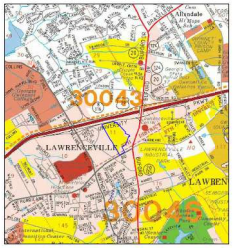
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11 OF THE 7TH DISTRICT AND LAND LOT 176 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.;

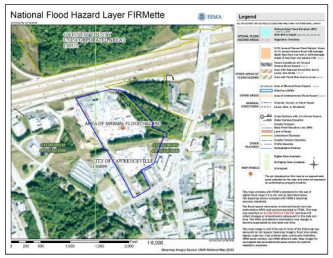
SAID TRACT OF LAND BEING MORE ACCURATELY DEPICTED ON ALTA/NSPS LAND TITLE SURVEY FOR: PARKLAND COMMUNITIES; PREPARED BY: KEYSTONE LAND SURVEYING, INC.; DATED: 01-14-2026; CONTAINING 343,940 SQ.FT. (7.896 ACRES). THE ABOVE-DESCRIBED PROPERTY IS ONE AND THE SAME AS THE APPLICABLE PROPERTY DESCRIBED IN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

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

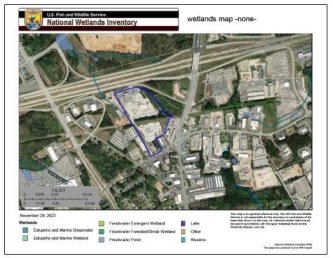
ALTA/NSPS LAND TITLE SURVEY
OF
2555 UNIVERSITY PARKWAY, 104 HURRICANE SHOALS ROAD & 0 HURRICANE SHOALS ROAD
FOR
PARKLAND COMMUNITIES



LOCATION MAP NOT TO SCALE – SOURCE AERO ATLAS OF GEORGIA

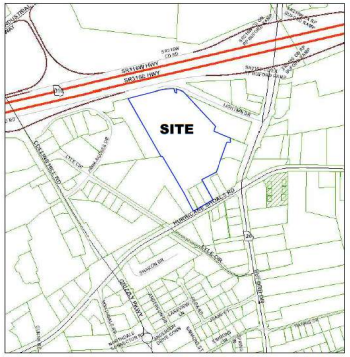


THIS PROPERTY IS LOCATED IN A ZONE X (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON F.I.R.M. MAP OF GWINNETT COUNTY GEORGIA, MAP PANEL NUMBERS 13135C0079 AND 13135C0074F EFFECTIVE DATE:9/29/2006



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



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

THE TERM "CERTIFY" SHALL MEAN A STATEMENT MADE 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))

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 HEIRI 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.
352 WEST CROGAN STREET
LAWRENCEVILLE, GEORGIA 30046
770.345.8700
www.keystonelandsurveying.com

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

12/4/2025 10:39:09 AM

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

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 INGRESS/ EGRESS TO GEORGIA HIGHWAY NO. 20 (AKA BUFORD DRIVE) (R/W VARIES) VIA THE 40'ACCESS EASEMENT (DB 51908, PG 86-99) (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.

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: 5340F00434 ROVER
5340F00085 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 I-E SWITH 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 & BENNERT, 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 58825 PG 533-534
DB 58146 PG 276-288
DB 58146 PG 224-230
DB 60979 PG 25-29
DB 61440 PG 874-880

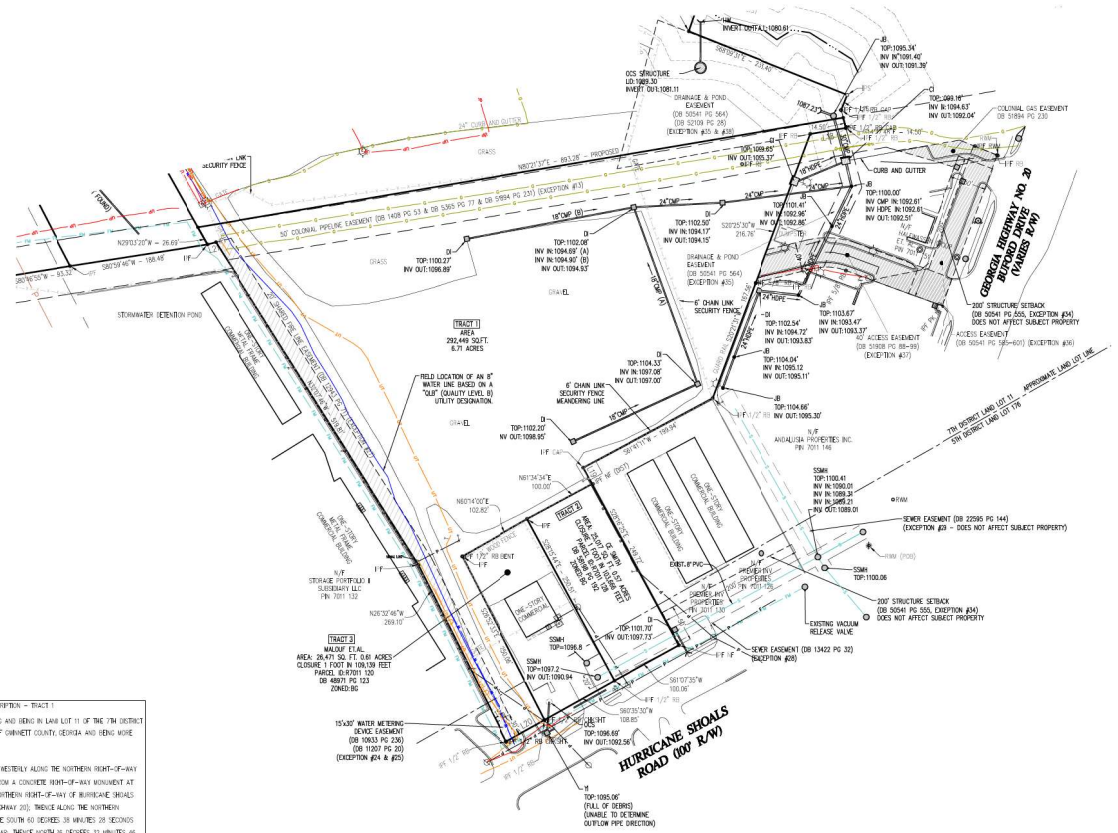
FLOOD HAZARD NOTE: THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY FIRM MAP OF GWINNETT COUNTY, GEORGIA 13135C0037F & 13135C0074F EFFECTIVE DATE SEPTEMBER 29, 2006

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 MEASUREMENT IS U.S. SURVEY FOOT.
DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.
THE DATUM FOR THIS SURVEY IS FROM TRIMBLE VRS NOW NETWORK

Line Table		
Line #	Length	Direction
L1	27.91	S67°02'11"E
L2	14.40	N23°26'18"E
L3	27.80	N67°41'37"W
L4	36.81	N79°40'41"W
L5	32.80	N35°14'10"W
L6	66.73	N35°14'10"W
L7	77.48	S81°35'35"E
L8	31.82	S86°45'21"E
L9	47.25	S13°54'32"E
L10	24.34	S79°06'14"E
L11	31.04	N13°51'42"W

Line Table		
Line #	Length	Direction
L12	95.42	S69°51'01"E
L13	44.42	S42°40'22"E
L14	34.58	S42°40'45"E
L15	65.07	S39°47'33"W
L16	23.00	S21°56'36"W
L17	25.40	S14°51'48"E
L18	48.07	S81°59'36"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 Table				
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	N84°32'39"E	129.91
C7	243.71	1850.86	S84°02'46"W	243.54
C8	58.00	1968.86	N85°53'33"E	58.00



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

LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
EOP	EDGE IF PAVEMENT (CURB)
R/W	RIGHT IF 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 UP ELEV.
MFFE	MIN. FINISHED FLOOR ELEVATION
	POWER POLE
	2" 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

LEGAL DESCRIPTION – COMBINED TRACT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1 OF THE 7TH DISTRICT AND LAND LOT 176 OF THE 5TH DISTRICT OF GWINNETT COUNT; 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 81 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 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 SOUTH 20 DEGREES 25 MINUTES 30 SECONDS WEST A DISTANCE 216.76' 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 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 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 81 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 A 1/2" REBAR; THENCE NORTH 26 DEGREES 32 MINUTES 33 SECONDS WEST A DISTANCE OF 250.06' 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 15 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 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 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 81 DEGREES 35 MINUTES 30 SECONDS WEST A DISTANCE OF 108.85' TO A 1/2" REBAR; THENCE NORTH 26 DEGREES 32 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 112.82' 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
DESIGNED BY: P. BARCLAY
SHEET NUMBER: 2 OF 3
FILE NAME: U:\ATN\LV PARKLAND ALTA V12
CLIENT: PARKLAND HOMEBUILDERS, LLC
KEVIN CLARK, PE
DATE: 03.10.2026
JOB NUMBER: SURV 2000 DEN 527

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ALTA / NSPS LAND TITLE SURVEY FOR:

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

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

REVISIONS	
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KEYSTONE LAND SURVEYING, INC.
262 WEST CRUCIAN STREET
LAWRENCEVILLE, GEORGIA 30046
770.345.8700
www.keystonelandsurveying.com

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12/10/2026 10:30:12 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 GARVEY, Georgia RLS #3027, dated JANUARY 7TH, 2026
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 34-, 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 contintment 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 80' 160' 240') | CLIENT: PARKLAND COMMUNITIES HEIM CLARK, PE

DESIGNED BY: P. BAROLI | SHEET NUMBER: 3 OF 3 | FILE NAME: U:\ATTN\LV PARKLAND ALTA V15 | DATE: 03.10.2026 | JOB NUMBER: SURV 2000 DEN 527

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www.keystonelandsurvey.com

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

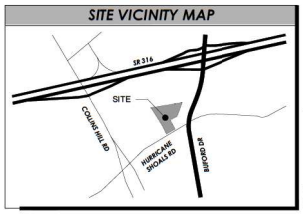
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SITE DATA

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

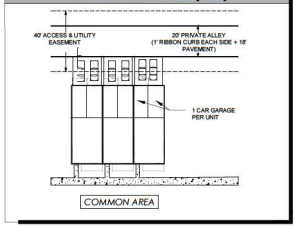
SITE VICINITY MAP



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

NO	DESCRIPTION	DATE	BY	CHK	APV

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

File Location: x:\wd\projects\ga3793-2512 - hurricane shoals\02-design\drawings\01-concept\ga3793-2512 hurricane shoals rd final 7.14.26

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



LJA ENGINEERING

0' 40' 80' 160'

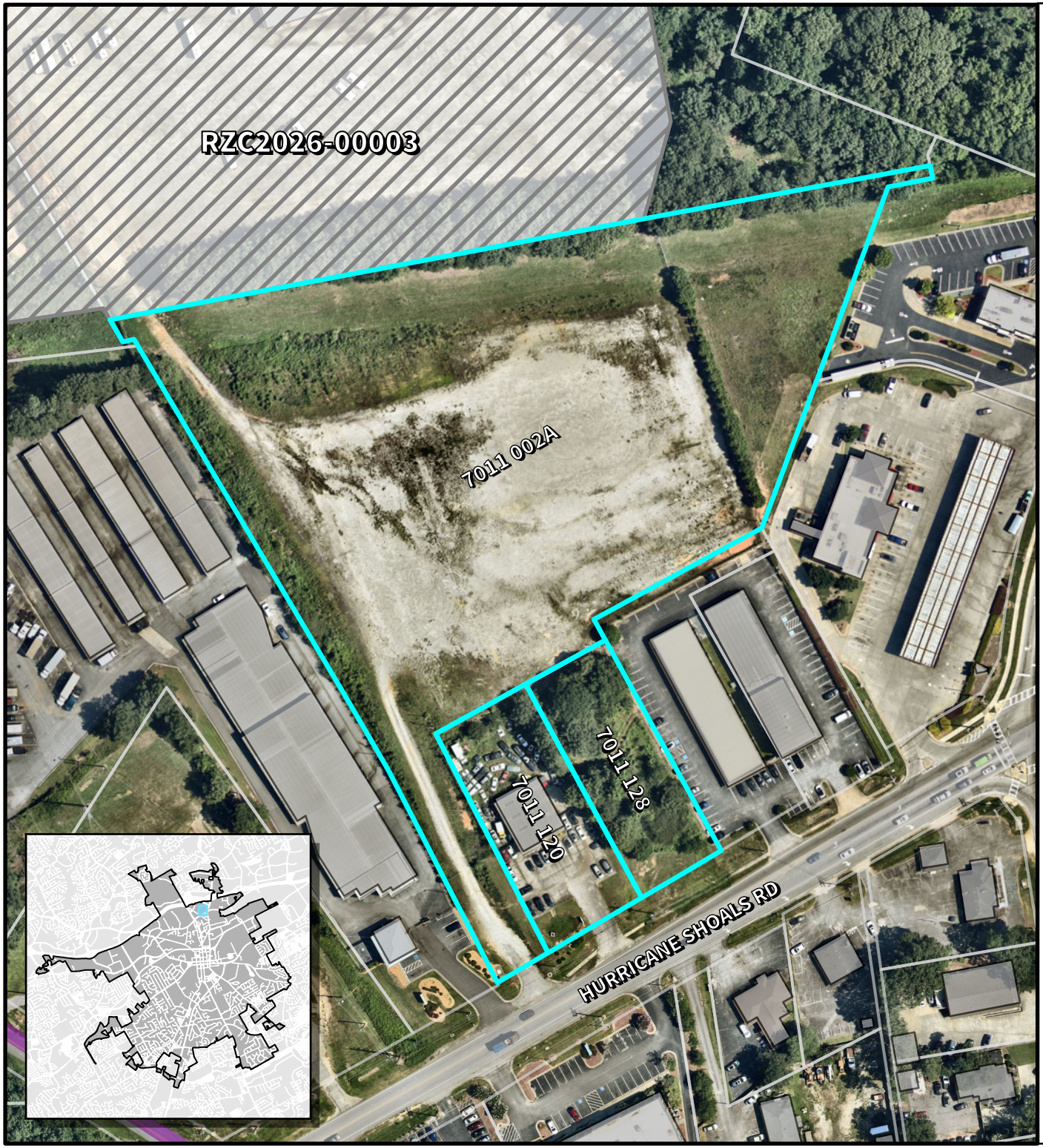
Hurricane Shoals

N

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:
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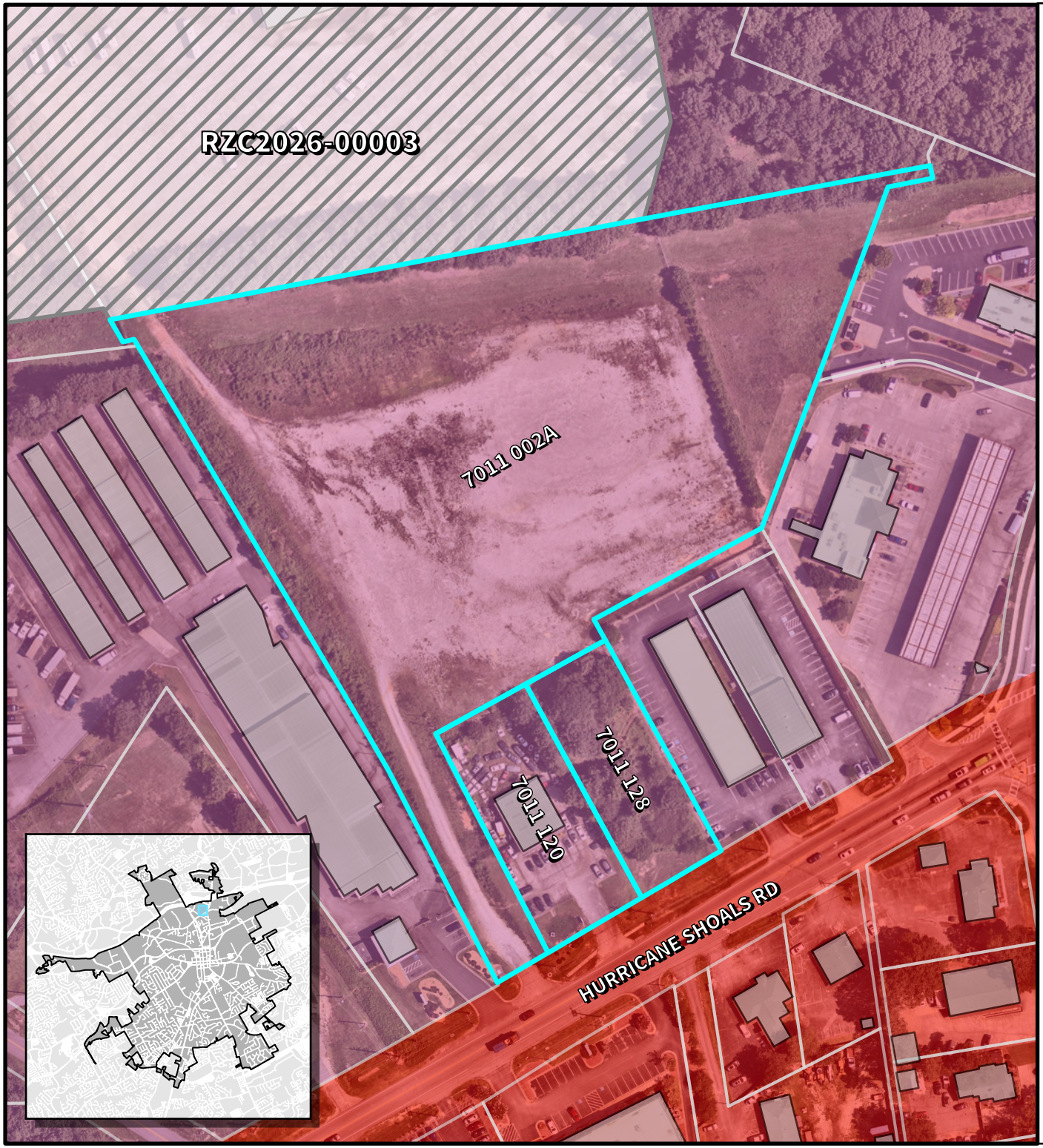
Zoning Districts

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

N

0 62.5 125 250 Feet



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

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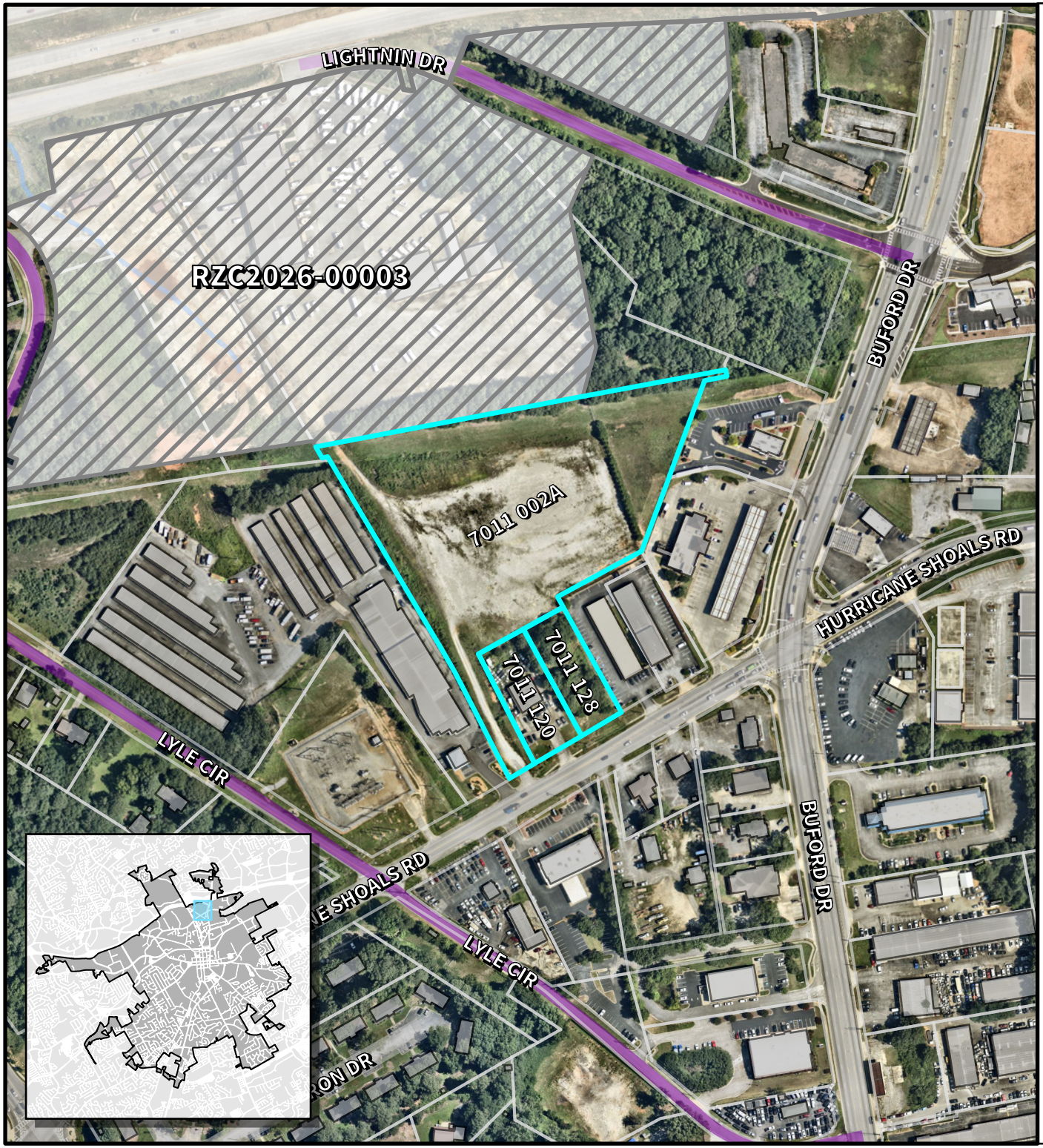
LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2026-00007

Applicant:
Parkland Homebuilders, LLC

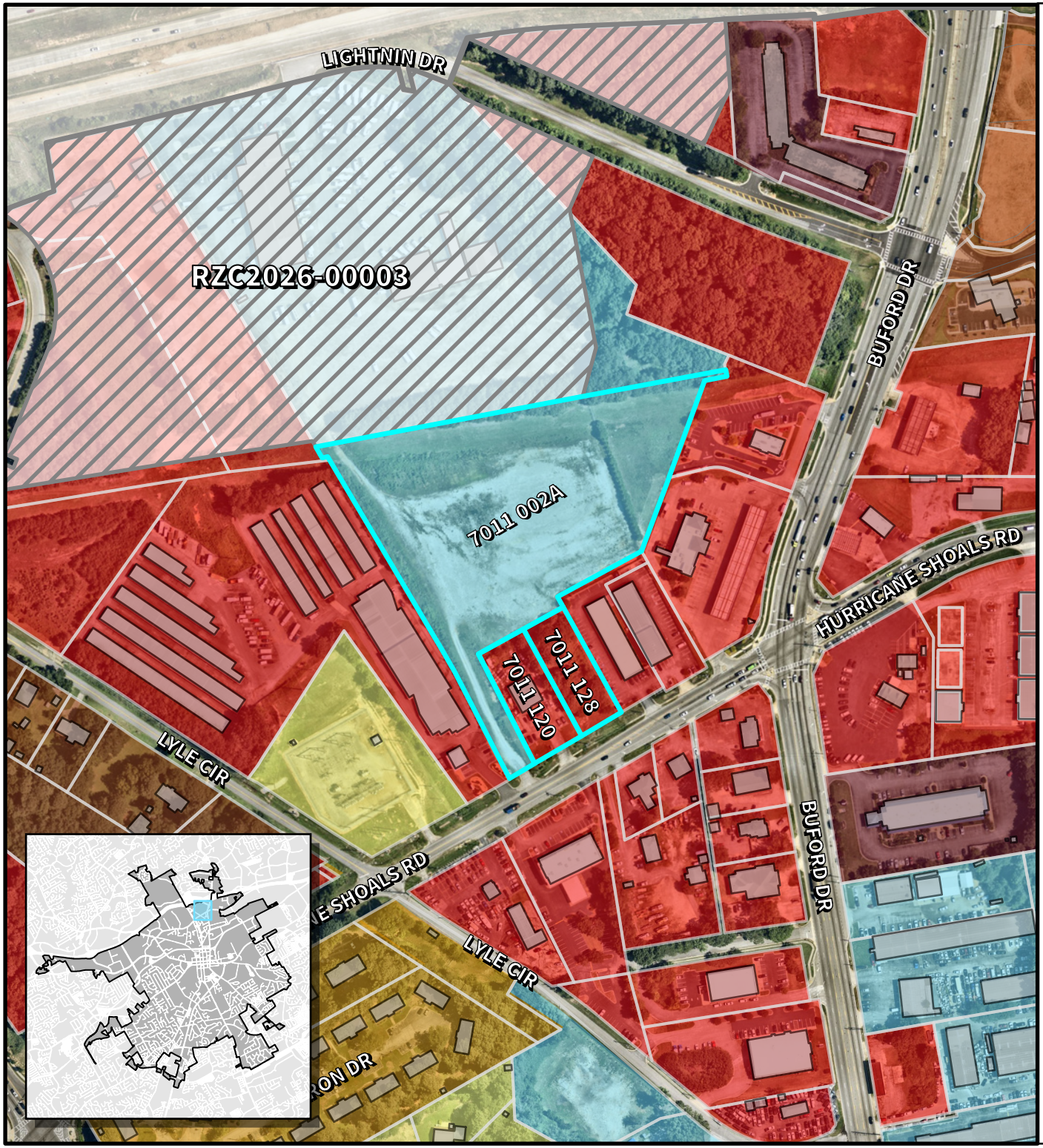


- Subject Property (~7.82 acres)
- Related Zoning Cases
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

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

N

0 125 250 500 Feet



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2026-00007

Applicant:
Parkland Homebuilders, LLC

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

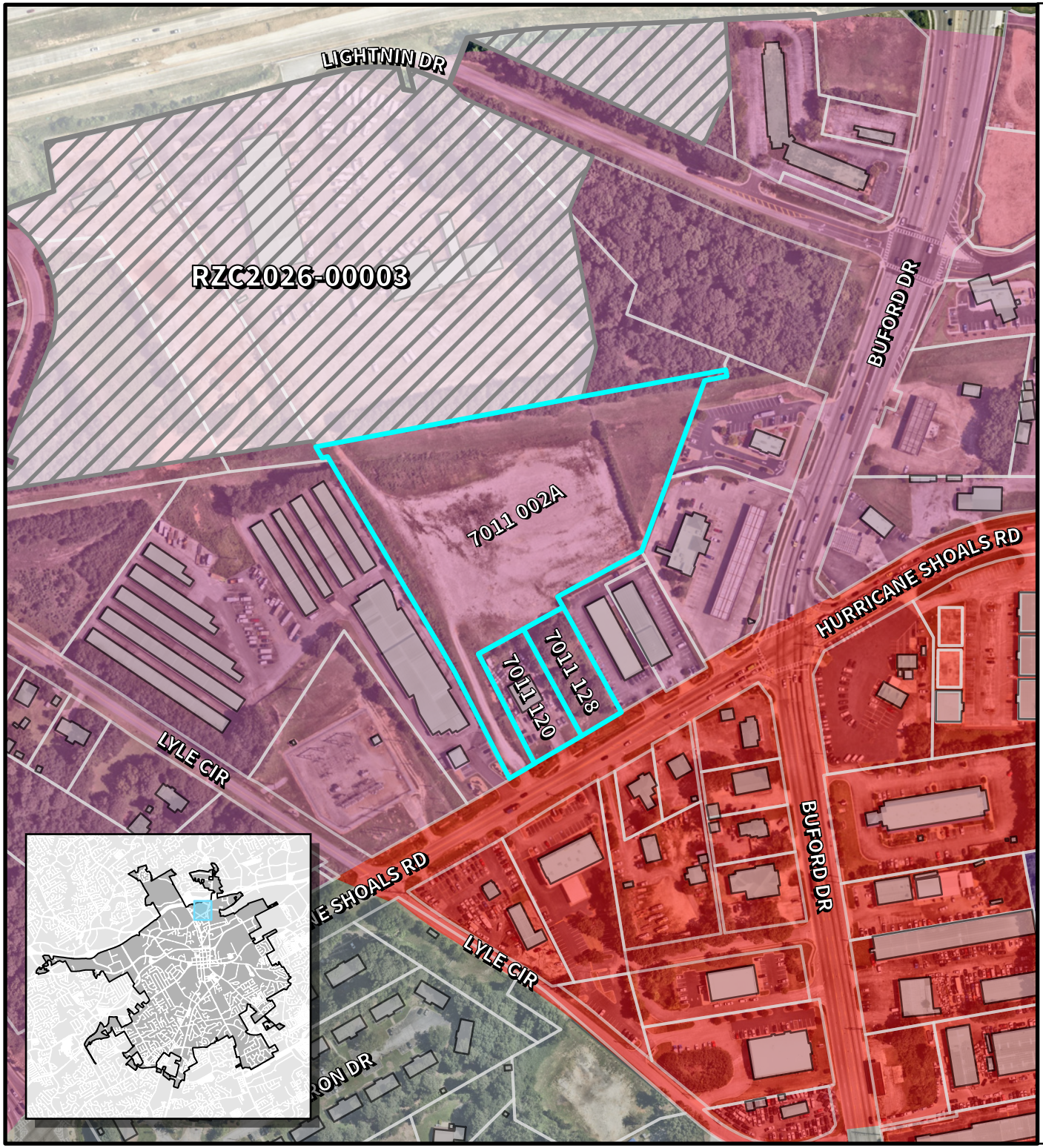
Zoning Districts

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

N

0 125 250 500 Feet



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

Planning & Development

MAYOR & COUNCIL

RECOMMENDED CONDITIONS_10212026

RZM2026-00007

Approval of a rezoning to RM-24 (Multifamily Residential District), subject to the following enumerated conditions:

1. To restrict the use of the property as follows:

   A. Multifamily dwelling units at a maximum of one-hundred and six (106) dwelling units on approximately 7.9 acres at a gross density of no more than thirteen-point-five (13.5) units per acre (UPA).

   B. The development shall be designed and constructed in general accordance with the site plan received on August 7, 2026, including the general layout and amenities depicted thereon. Underground stormwater detention, as shown on the site plan, may be modified or replaced with an alternative stormwater management solution as approved by the Director of the Planning and Development. Final approval shall be subject to the review and approval of the Director of the Planning and Development Department.

   C. The multifamily dwelling units shall be designed in general accordance with the elevations received on August 7, 2026. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.

   D. All multifamily dwelling units shall have a single car garage with carriage-style garage doors. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.

   E. All multifamily dwelling units shall have a one (1) car garage, with a driveway measuring eight (8) feet in width and twenty-six (26) feet in depth (as measured from the curb), providing sufficient space for one (1) passenger vehicle. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.

   G. The development shall include a swimming pool, clubhouse, and playground substantially as depicted on the site plan received August 7, 2026. The final design, location, and configuration of such amenities may be modified subject to review and approval by the Director of Planning and Development. A pedestrian connection providing access between the development and the future commercial/retail parcel

shall be constructed substantially as depicted on the site plan received August 7, 2026, subject to review and approval by the Director of Planning and Development.

2. To satisfy the following site development considerations:

   A. The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.

   B. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions, or through approval of a variance administratively, or by the Zoning Board of Appeals, as appropriate.

   C. Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.

   D. Natural vegetation shall remain on the property until the issuance of a development permit.

   E. All grassed areas shall be sodded.

   F. The required parking ratio for development shall be two (2) spaces per townhouse unit.

   G. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

   H. All underground utilities shall be provided throughout the development.

   I. At no cost to the City of Lawrenceville or Gwinnett County, provide the following mobility improvements along Hurricane Shoals Road based on review and approval from Gwinnett County Department of Transportation:

      1. Provide a right-turn deceleration lane into the development from Hurricane Shoals Road in accordance with Gwinnett County Department of Transportation (GCDOT) and applicable engineering design standards.

      2. Provide a dedicated left-turn lane into the development from Hurricane Shoals Road, including all necessary pavement widening, striping, signage, and associated roadway improvements as required by Gwinnett County Department of Transportation (GCDOT).

      3. Construct a pedestrian sidewalk connection from the development to Lyle Circle to enhance connectivity and promote safe access to adjacent properties, public streets, and existing pedestrian facilities.

3. The following variances are approved:

   A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Lot Development Standards. Allows for a reduction in the minimum lot area from ten (10) acres to seven-point-nine (7.9) acres.

   B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Lot Development Standards. Allows for a reduction in the minimum front setback from fifty (50) feet to thirty (30) feet.

   C. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Lot Development Standards. Allows 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%).

   D. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection E. Architectural Standards, 3. Allows for a reduction in the minimum required brick/stone façade finishes from seventy-five percent (75%) to thirty percent (30%) brick for each elevation.

   E. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection E. Architectural Standards, 4. Allows for an individual entryway for each dwelling unit.

   F. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection E. Development Standards, 2. Allows for each unit to be accessed from its own exterior entrance in lieu of a shared internal access corridor.

   G. 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.

   H. 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. Allows for portions of the proposed development to extend into the fifty (50) foot undisturbed stream buffer.

   I. 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 all impervious cover shall be prohibited and in which grading, filling, and earthmoving shall be minimized. Allows for portions of

the proposed development to extend into the twenty-five (25) foot impervious surfaces stream buffer.

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: PUBLIC HEARING NEW 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, November 17, 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

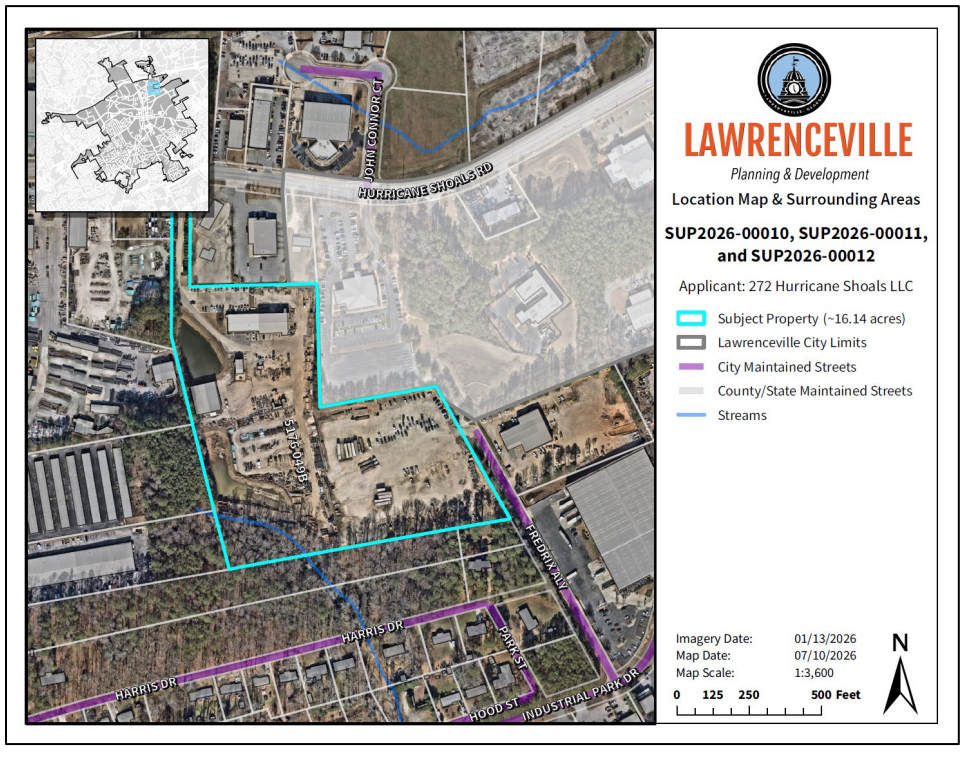
LAWRENCEVILLE

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:

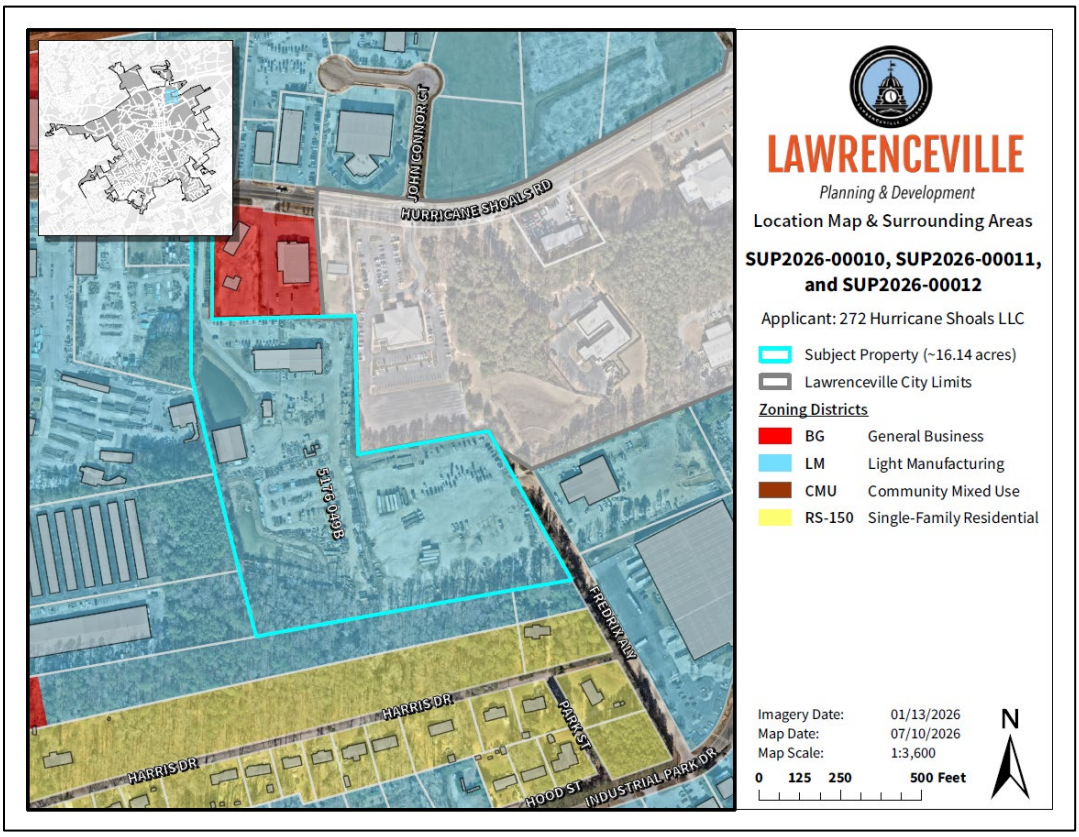
- Article 2, Section 200.3.56(A)(4) – Screening requirements for outdoor storage;
- Article 5, Section 508 – Off-street parking requirement of 77 spaces for a contractor's office;
- Article 6, Section 602(A)(1) – Architectural standards limiting metal siding to an accent material.

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.

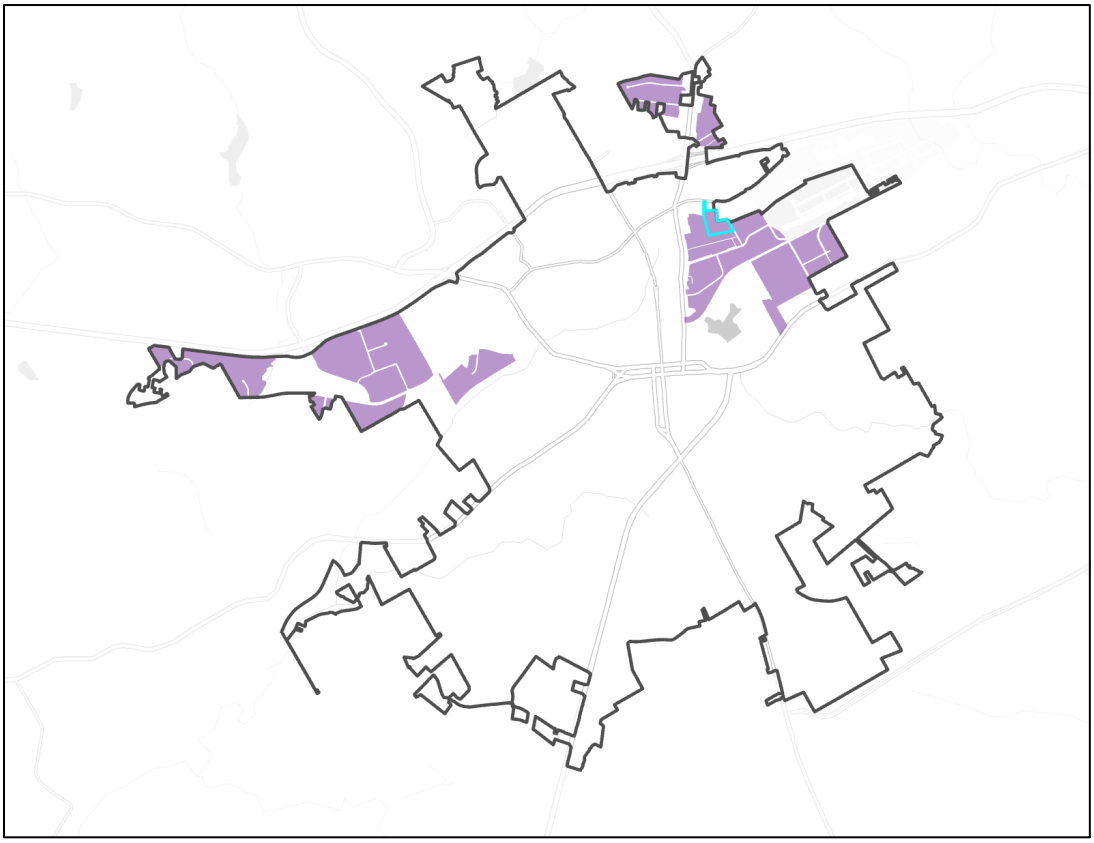
CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



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.

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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

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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.

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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

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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

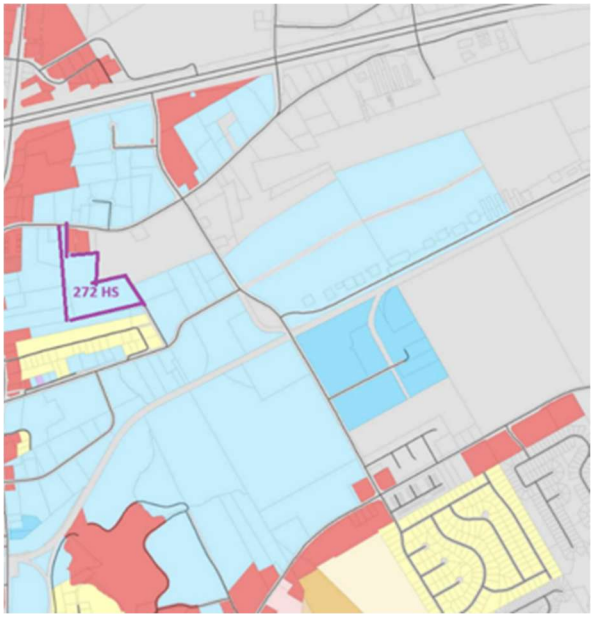
The Property consists of approximately 16.29 acres of land located in Land Lot 176 of the 5th District of Gwinnett County, Georgia, within the City of Lawrenceville, and is addressed as 272 Hurricane Shoals Road NE, Lawrenceville, Georgia 30046. The Property is zoned LM Light Manufacturing District. 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

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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

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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

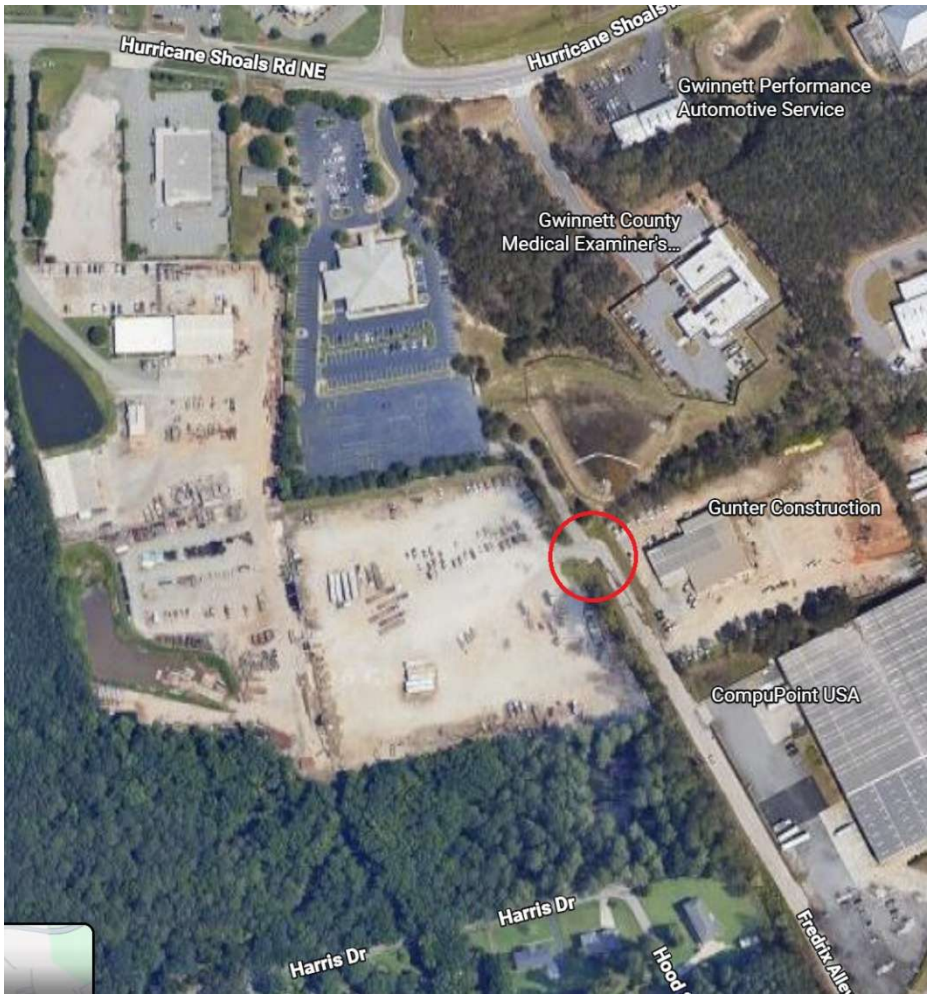
Section 602(A)(1)(a) of the Zoning Ordinance permits metal as an accent material only on the exterior walls of non-residential buildings. The Applicant requests a variance to allow corrugated steel panel cladding as the primary exterior wall material on the proposed office building, as shown on the architectural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





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

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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.

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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

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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

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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.

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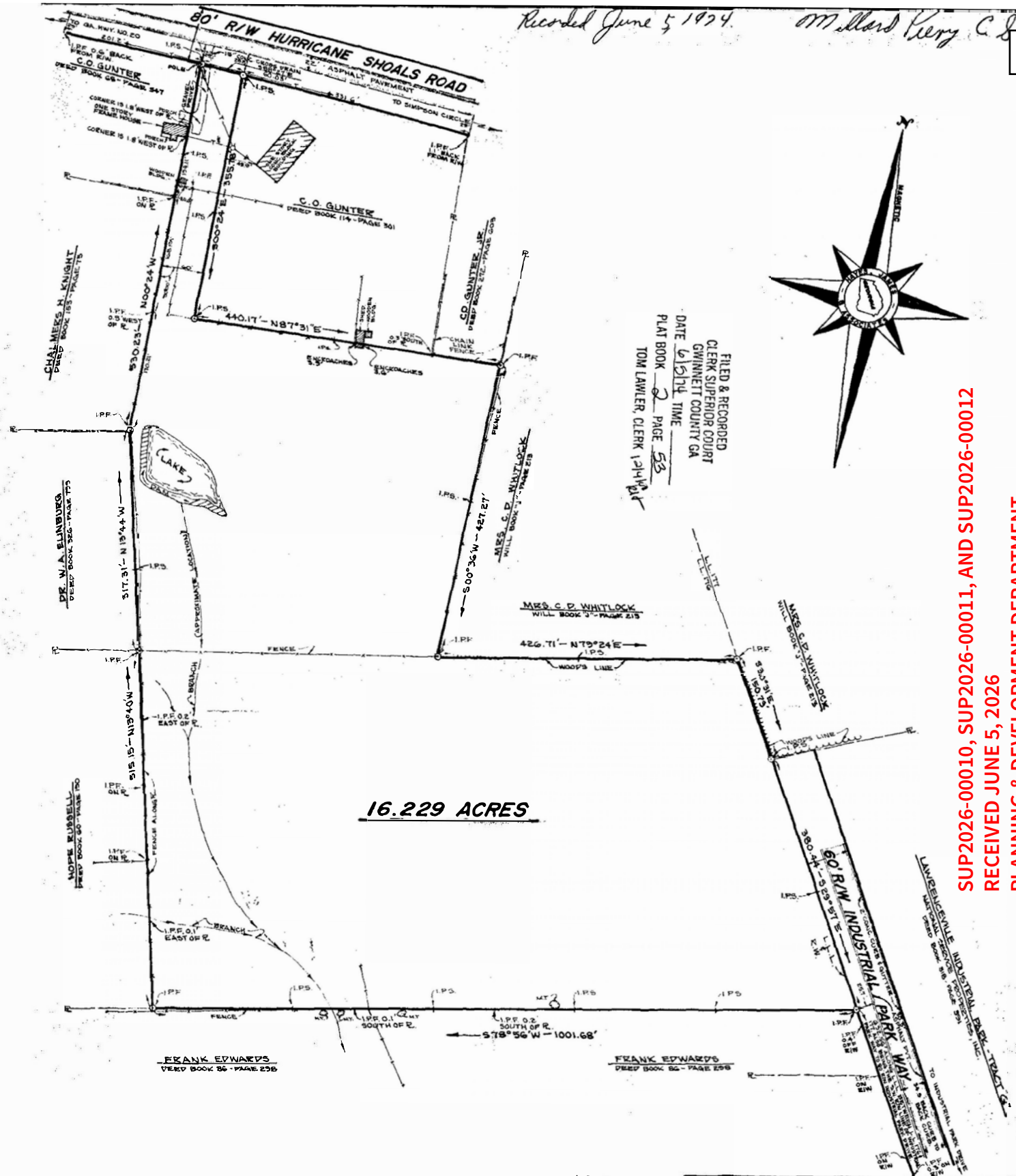
EXHIBIT "A"

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.	POLE
F.H.	FIRE HYDRANT
L.L.L.	LAND LOT LINE
F	FENCE
T	TELEPHONE LINE
G	GAS LINE
W	WATER LINE
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. 1613 NO. 1758 PROFESSIONAL EXPIRES 12-31-74 LAND SURVEYORS GRANT HAYES • E. E. J. JAMES

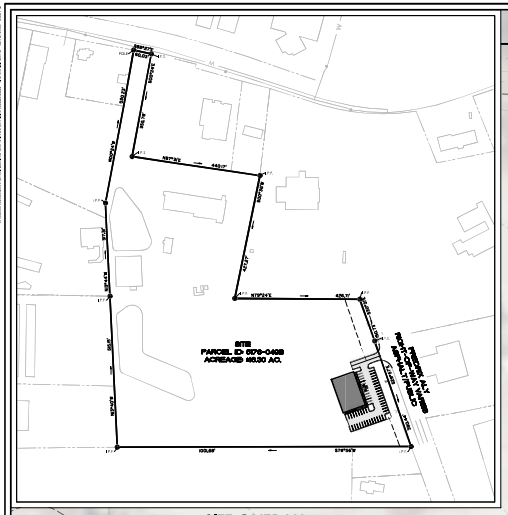
16.229 ACRES

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

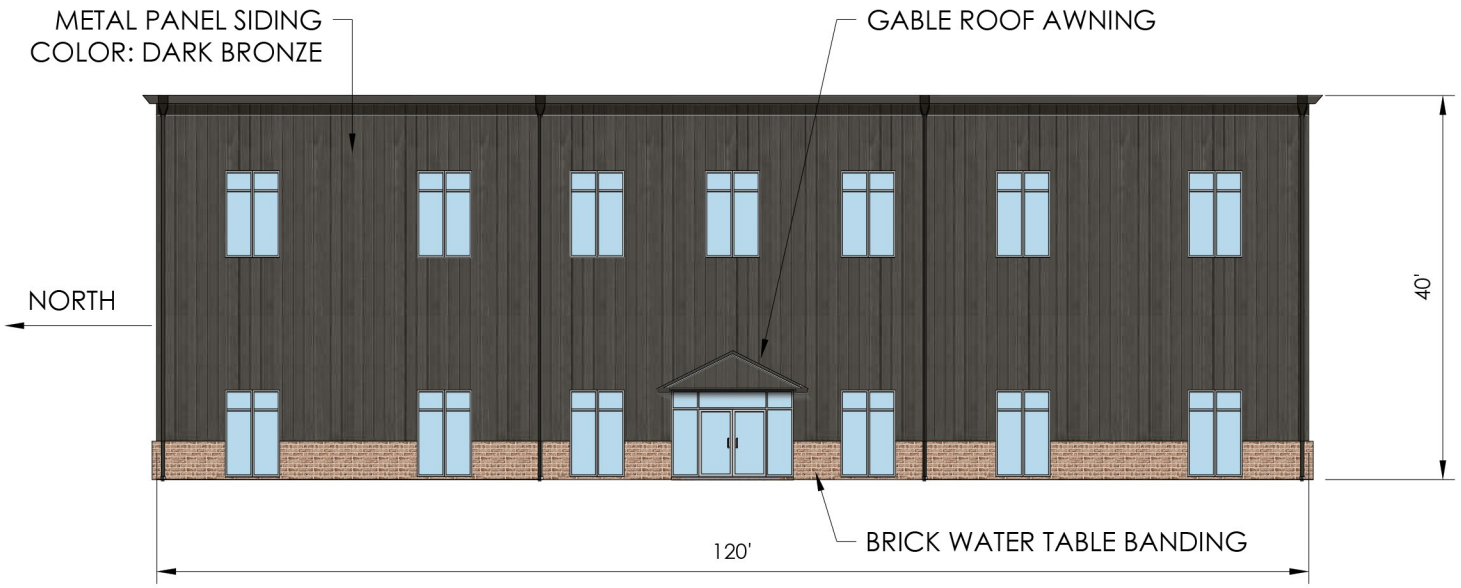
JOB NO:	DATE: 06/09/2026
DRAWN: SWH	SCALE: 1" = 30'
REVIEWED: RJP	SHEET: EX1

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

272 HURRICANE SHOALS ROAD

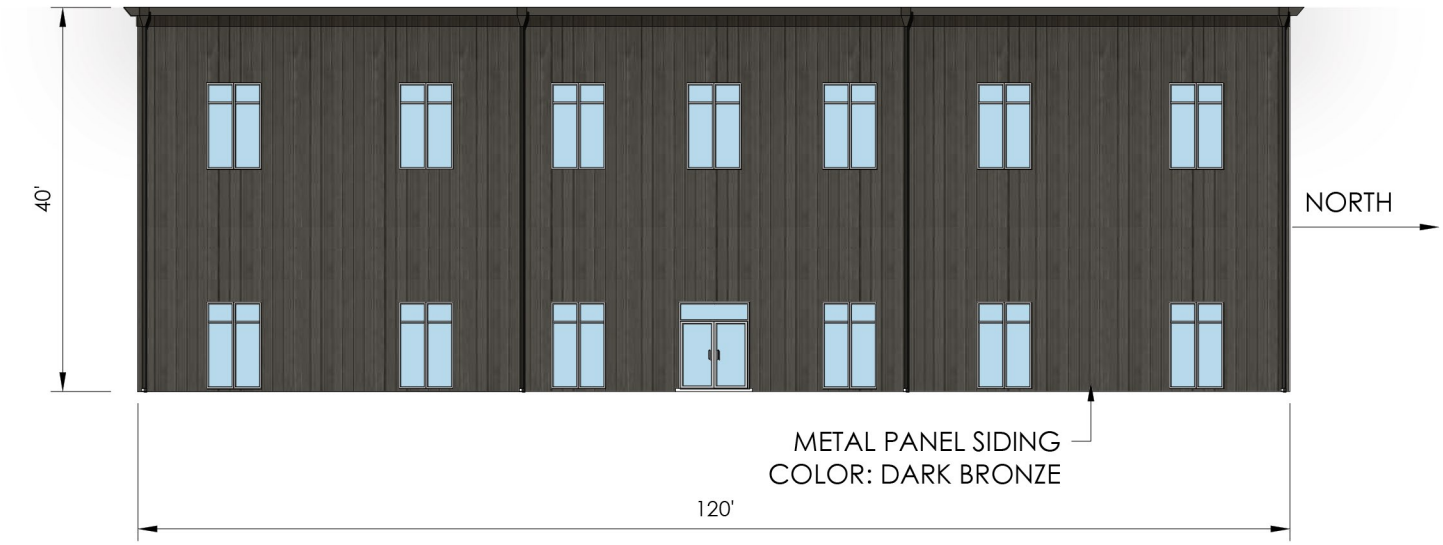
PROPOSED BUILDING MATERIALS:

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

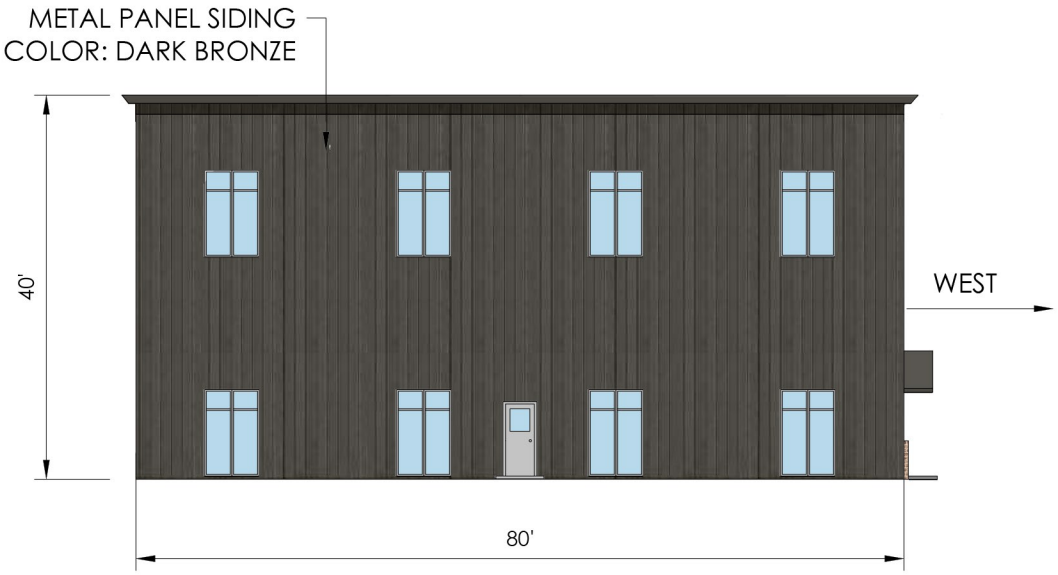


FRONT ELEVATION

SUP2026-00010, SUP2026-00011, AND SUP2026-00012
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REAR ELEVATION

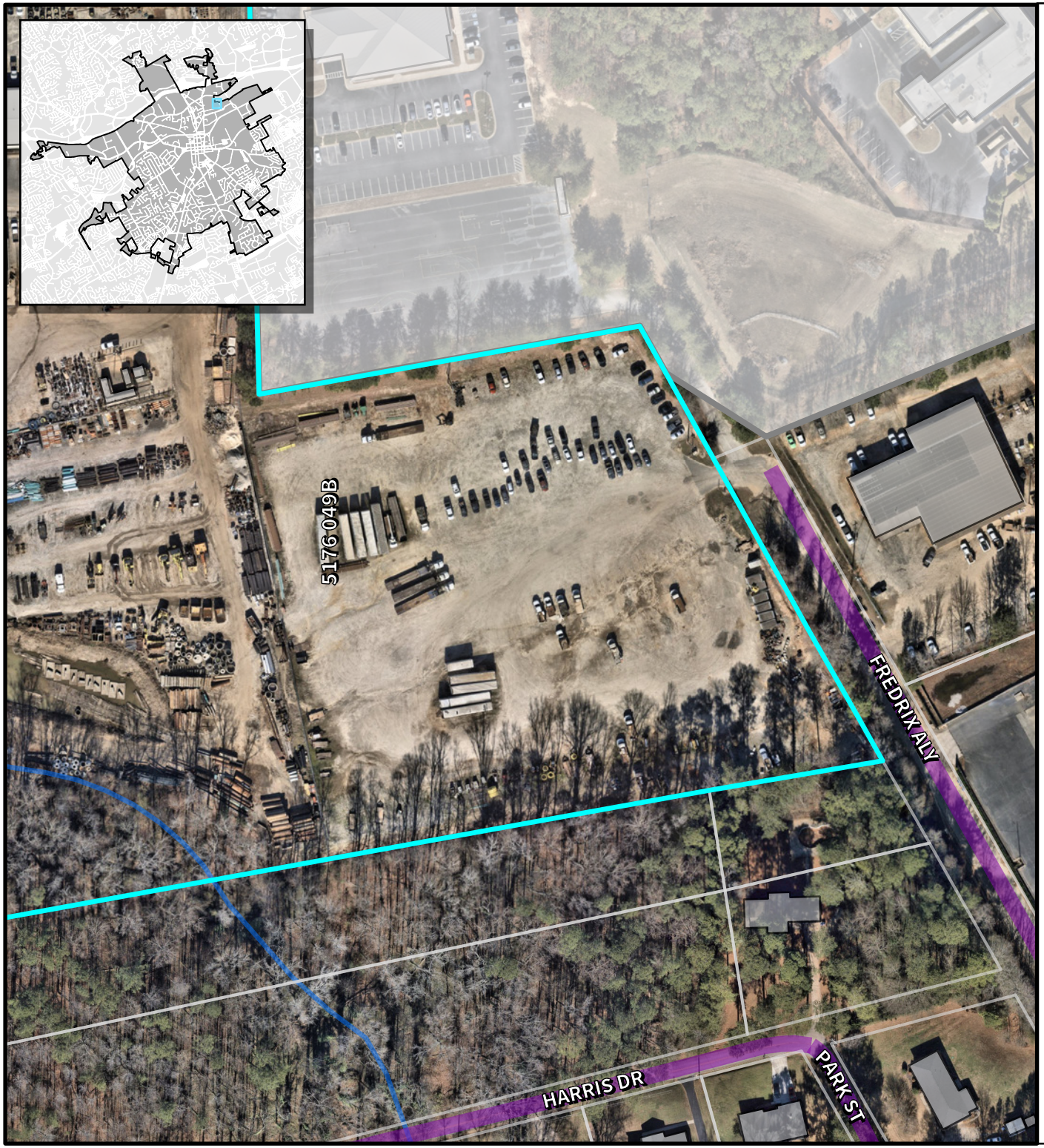


NORTH ELEVATION, FACING NORTH



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

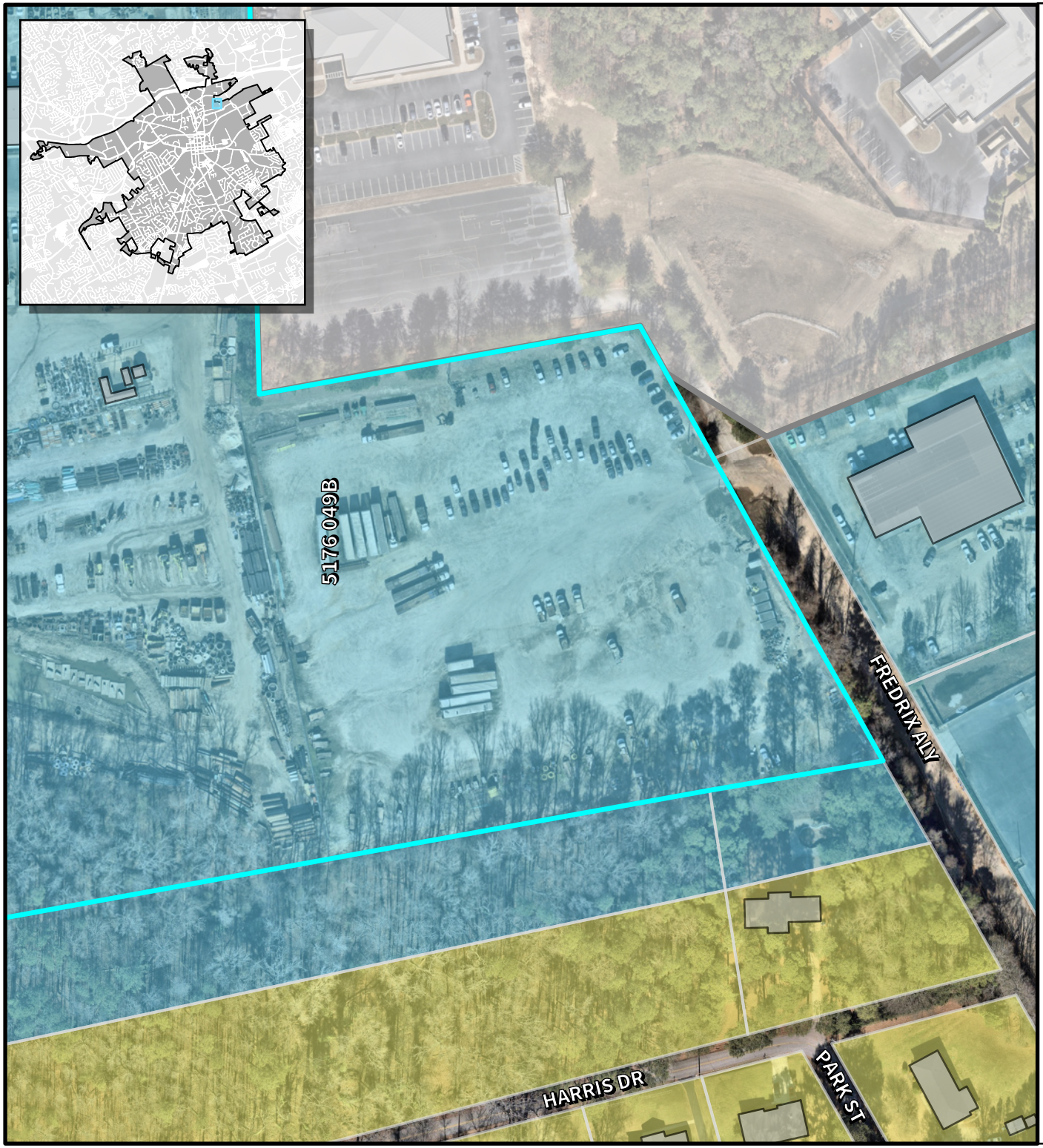
Applicant: 272 Hurricane Shoals LLC

- 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

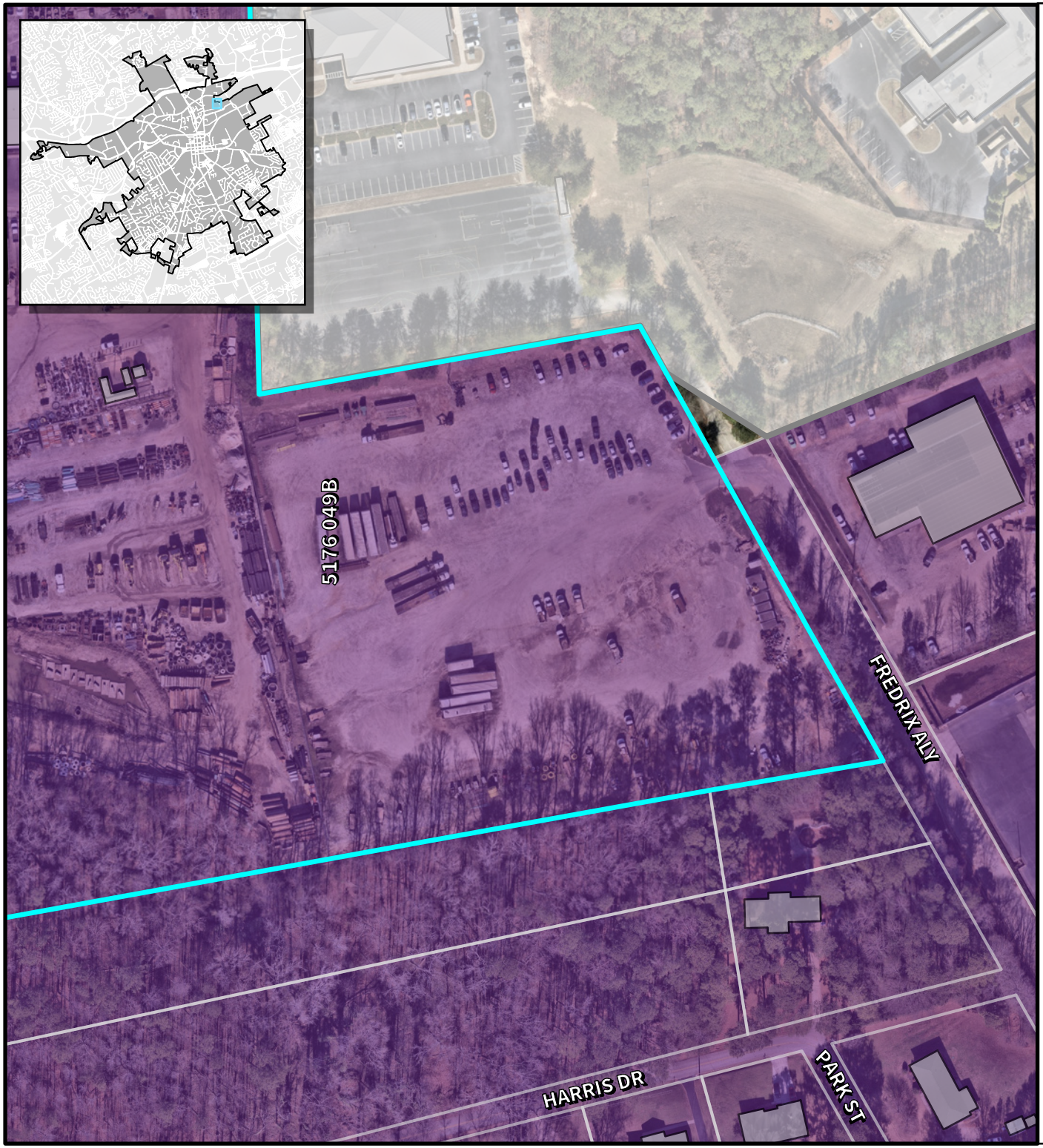
Zoning Districts

- **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

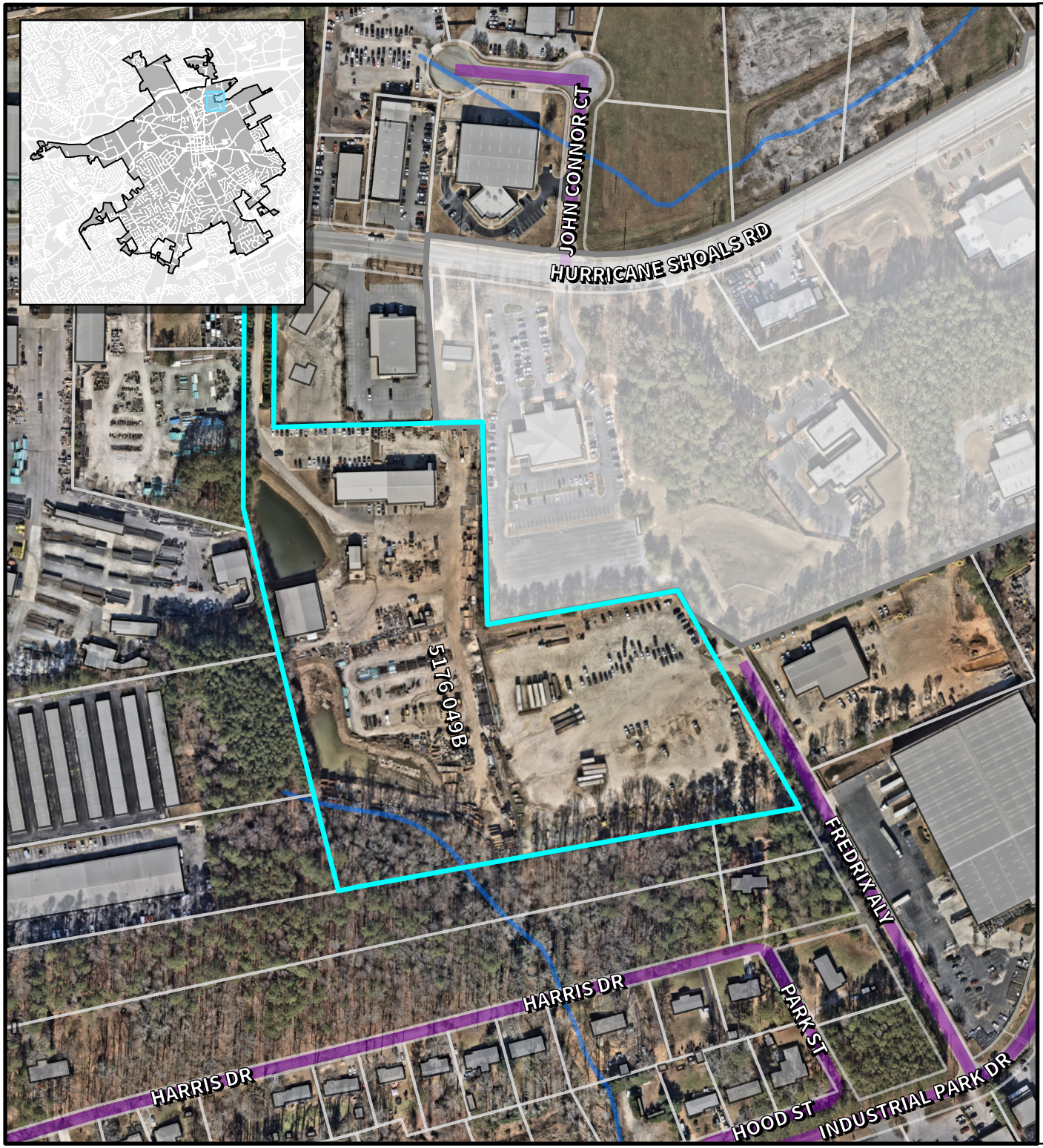
2045 Character Areas

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

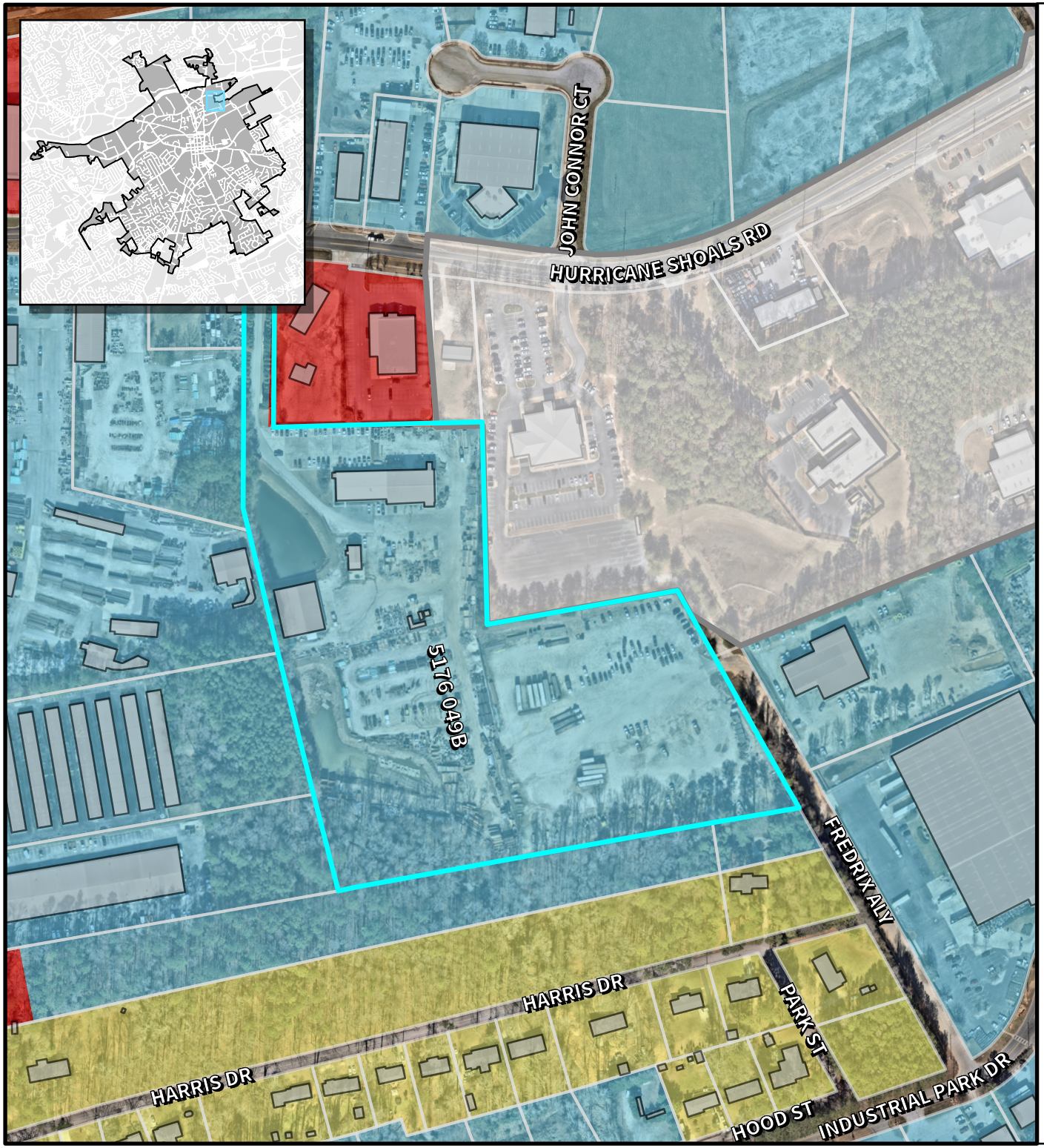
Applicant: 272 Hurricane Shoals LLC

- 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

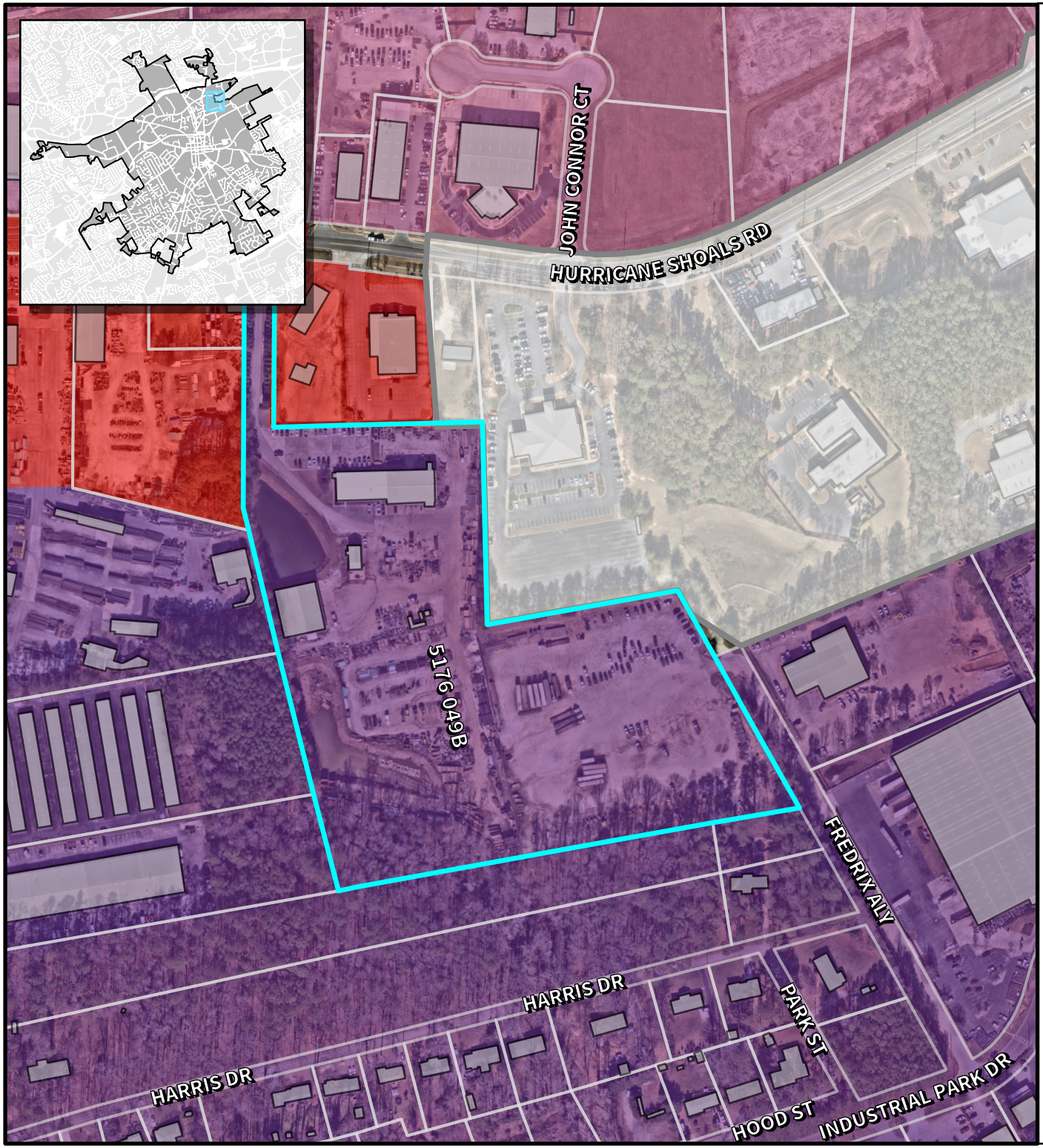
Zoning Districts

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

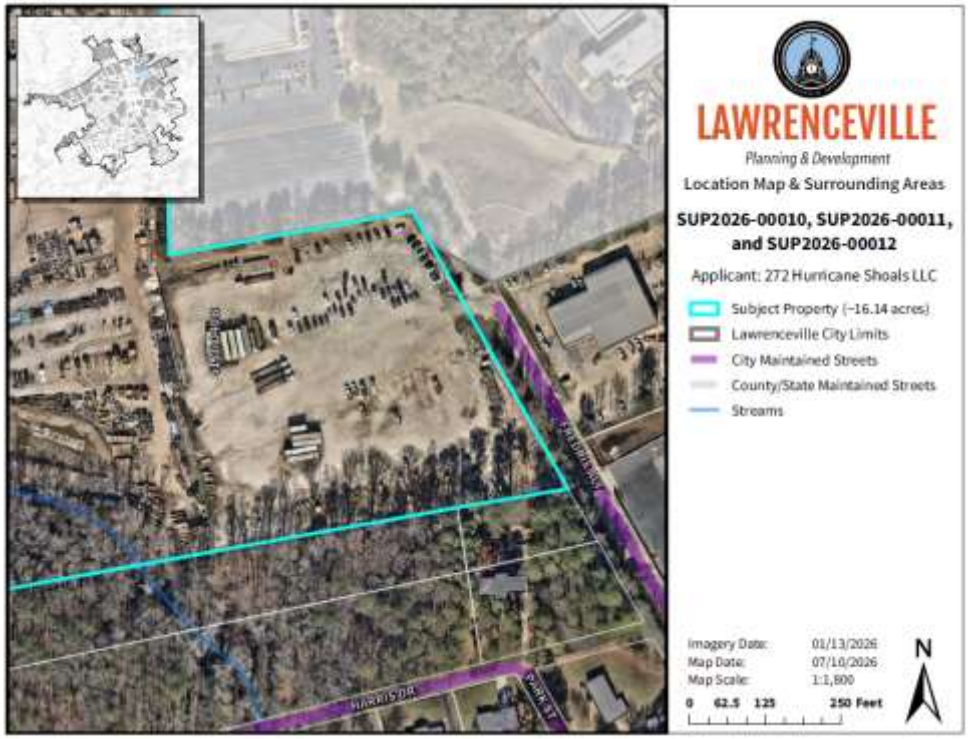
272 Hurricane Shoals Road

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

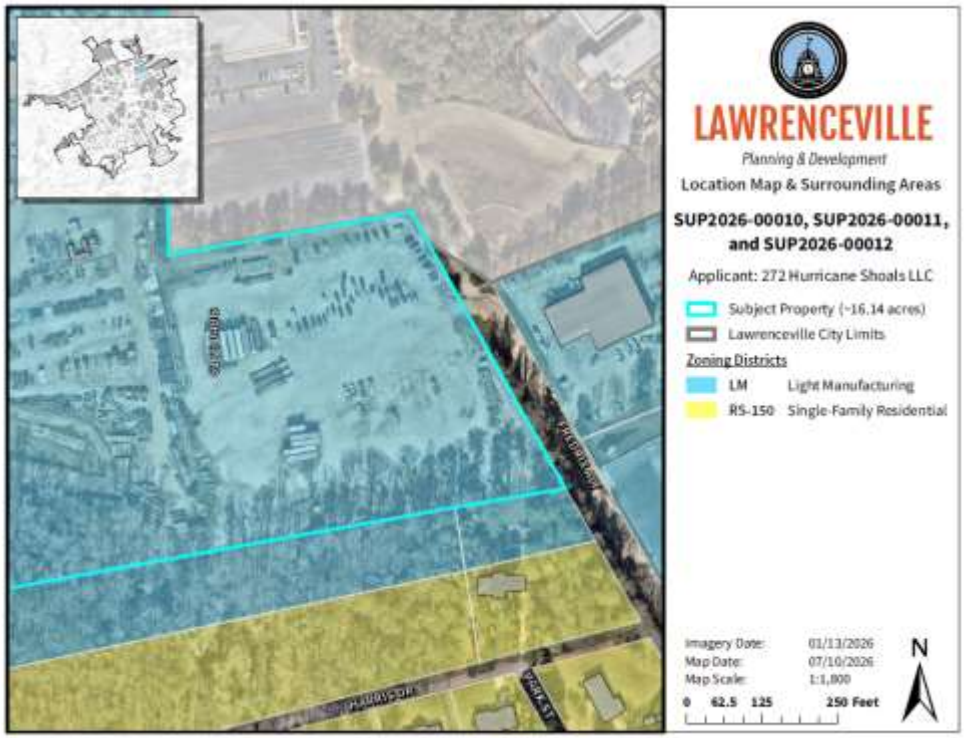
Vicinity Map

- 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.



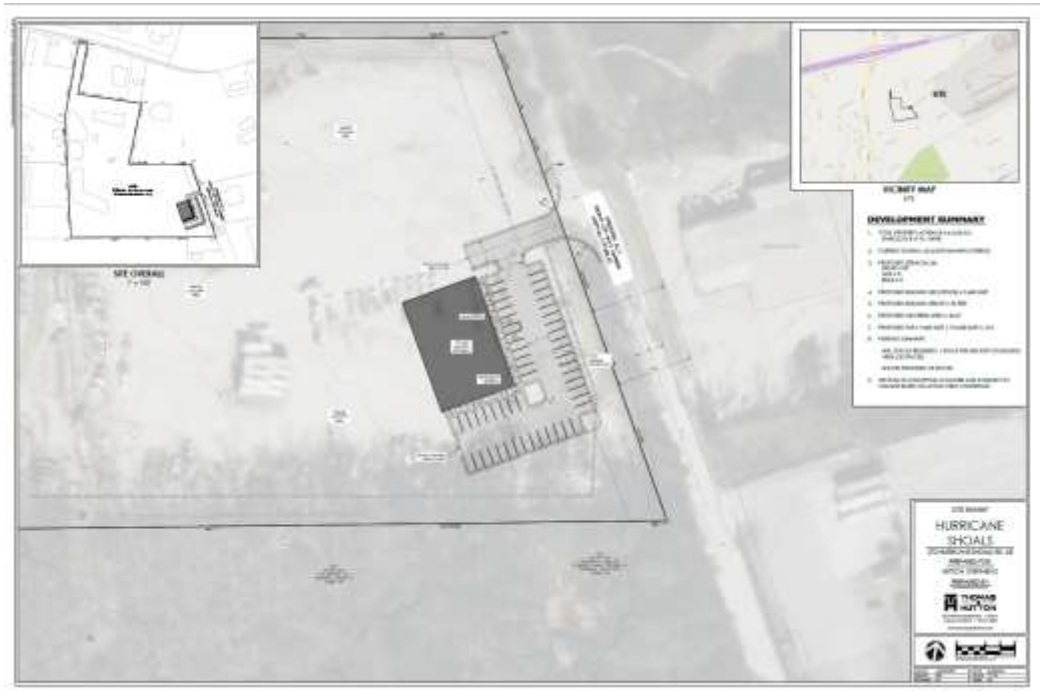
Zoning Map

- 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



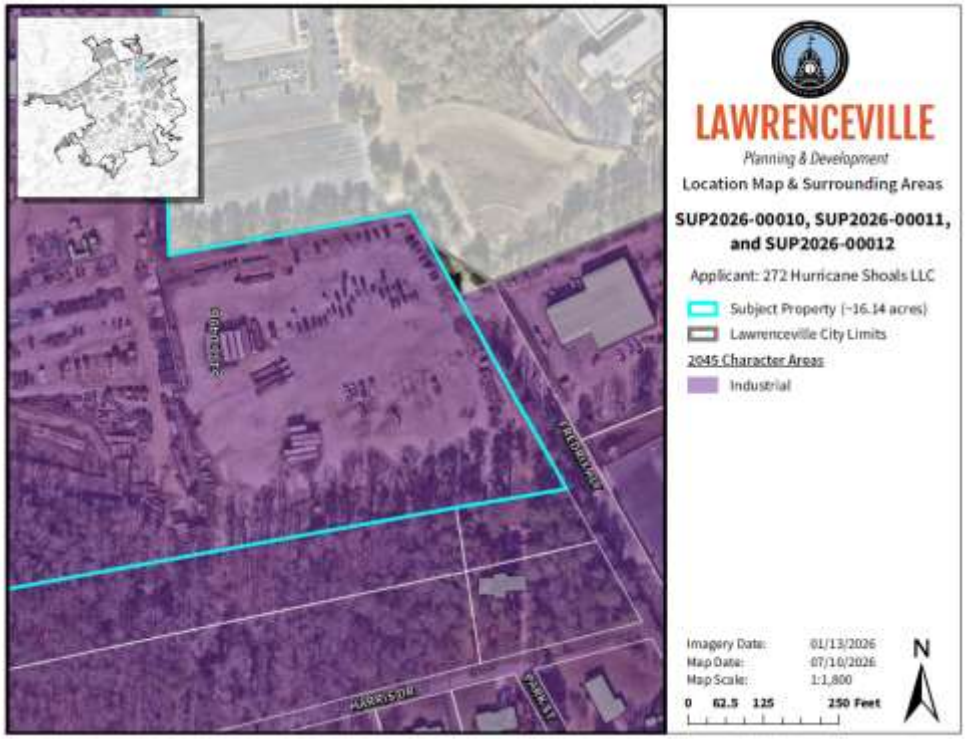
Site Plan

- 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.

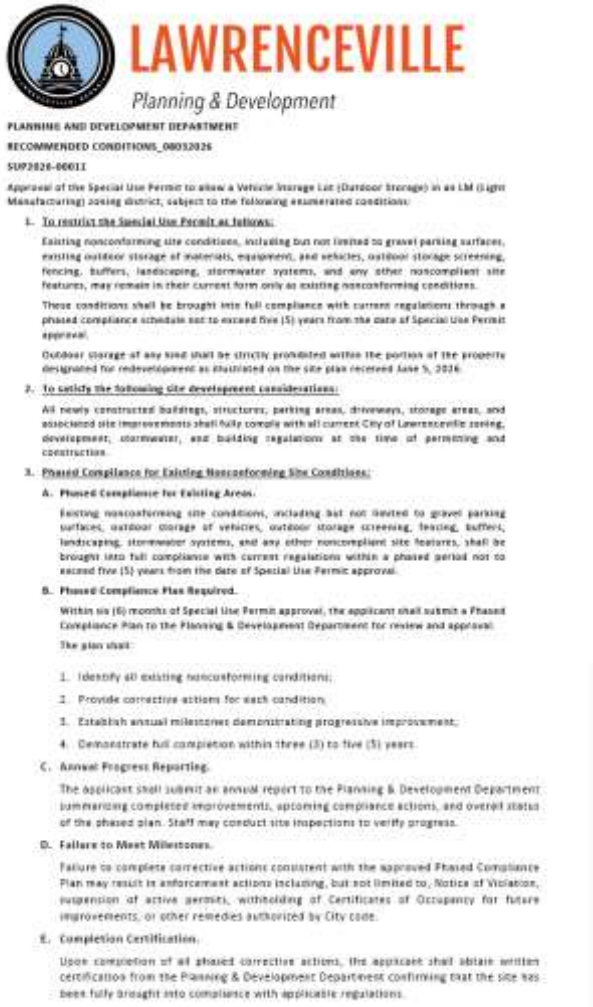


Nonconformities & Conclusion

- 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.

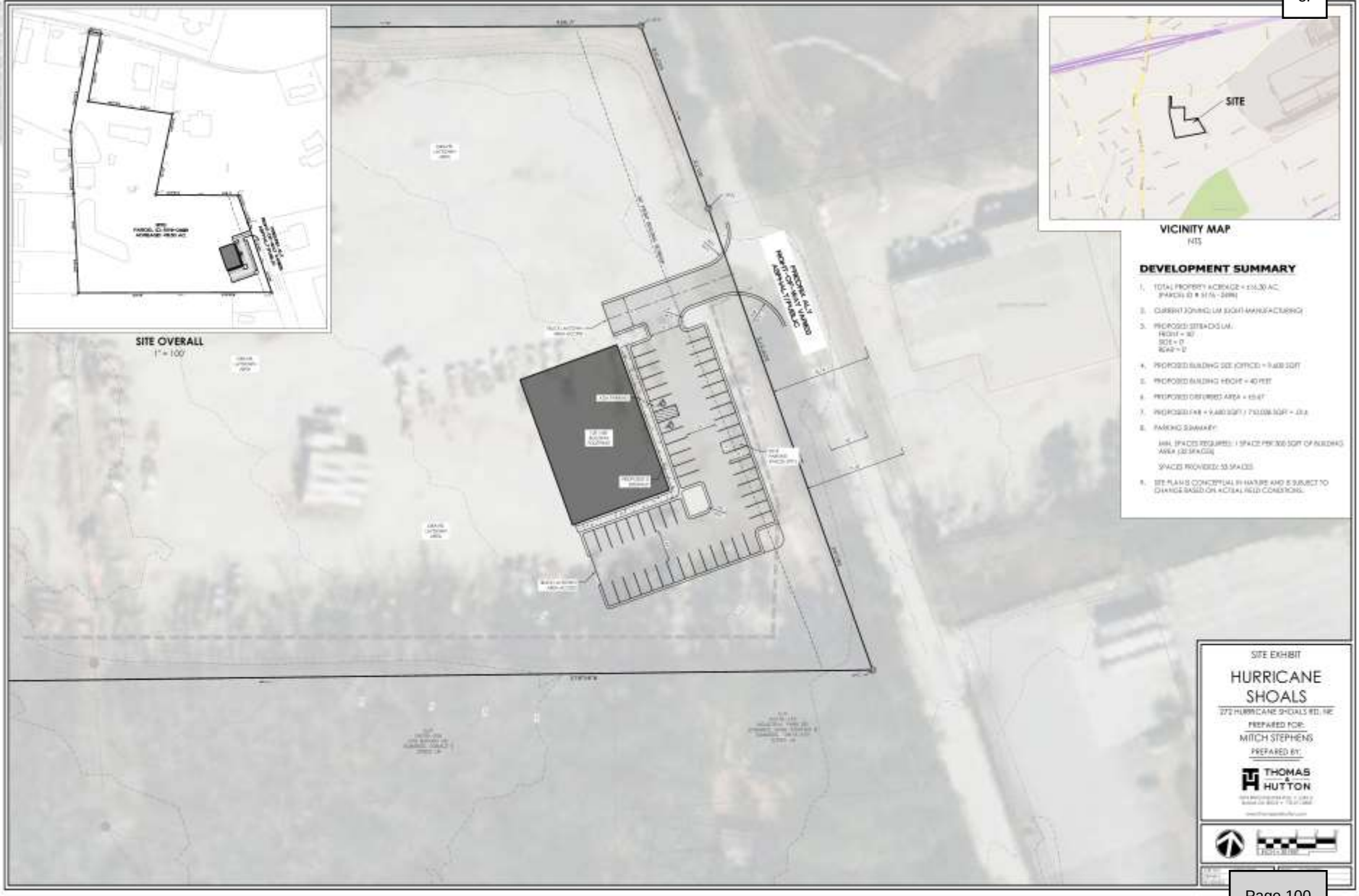
   D. **Failure to Meet Milestones.**

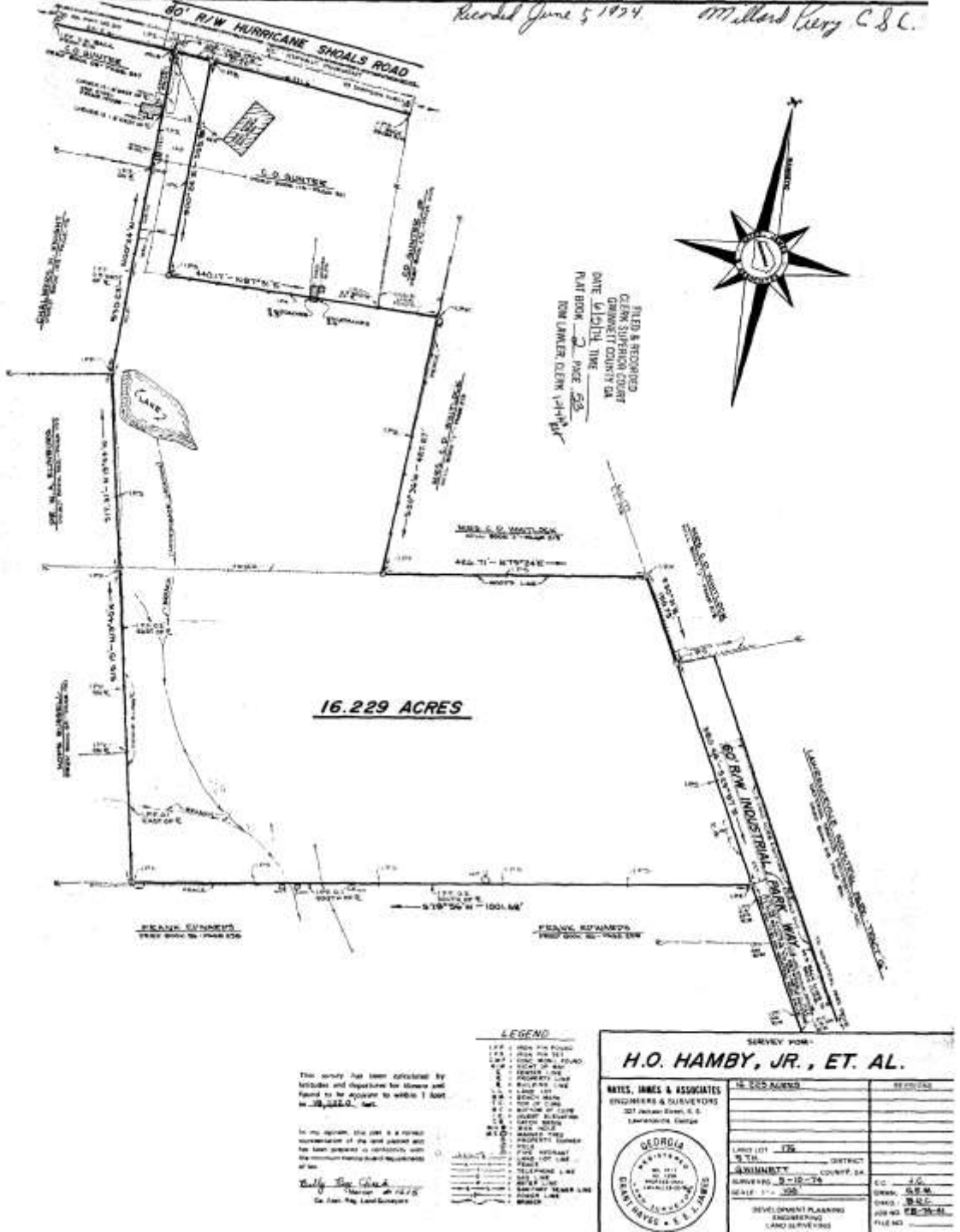
      Failure to complete corrective actions consistent with the approved Phased Compliance Plan may result in enforcement actions including, but not limited to, Notice of Violation, suspension of active permits, withholding of Certificates of Occupancy for future improvements, or other remedies authorized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


80' R/W HURRICANE SHOALS ROAD
Recorded June 5 1974 Millard Perry C.S.C.
16.229 ACRES
60' R/W INDUSTRIAL PARK WAY
FRANK SUMMERS
FRANK SUMMERS
LEGEND
H.O. HAMBY, JR., ET. AL.
BATES, INNES & ASSOCIATES
ENGINEERS & SURVEYORS
GWINNETT
GEORGIA

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)



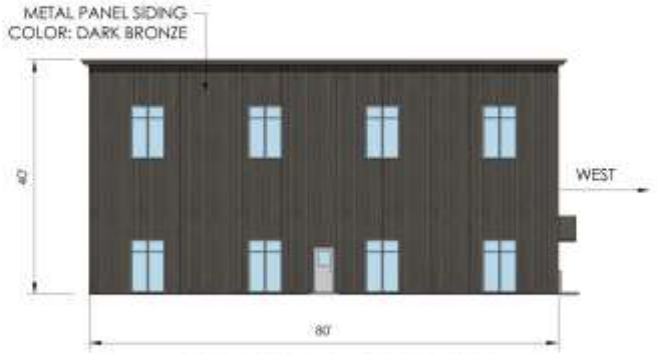
FRONT ELEVATION



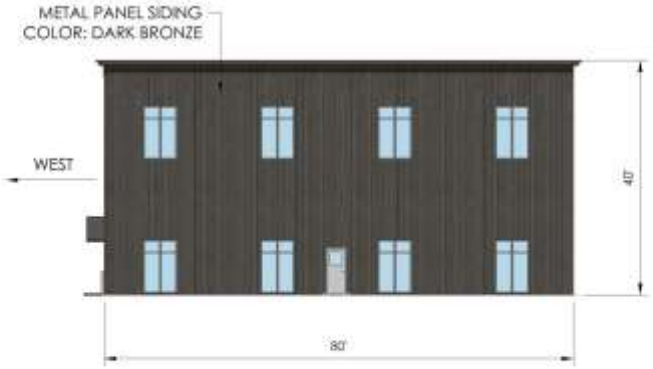
REAR ELEVATION

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:**

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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: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item:	SUP2026-00013; Smokerise Services, LLC; 425 West Pike Street
Department:	Planning and Development Department
Date of Meeting:	Tuesday, November 17, 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.pdf
- SUP2026-00013_PC REC CNDS_10052026.pdf
- SUP2026-00013_SITE PLN NTS_10132026_v2.pdf
- SUP2026-00013_425 W PIKE ST_10132026.pptx

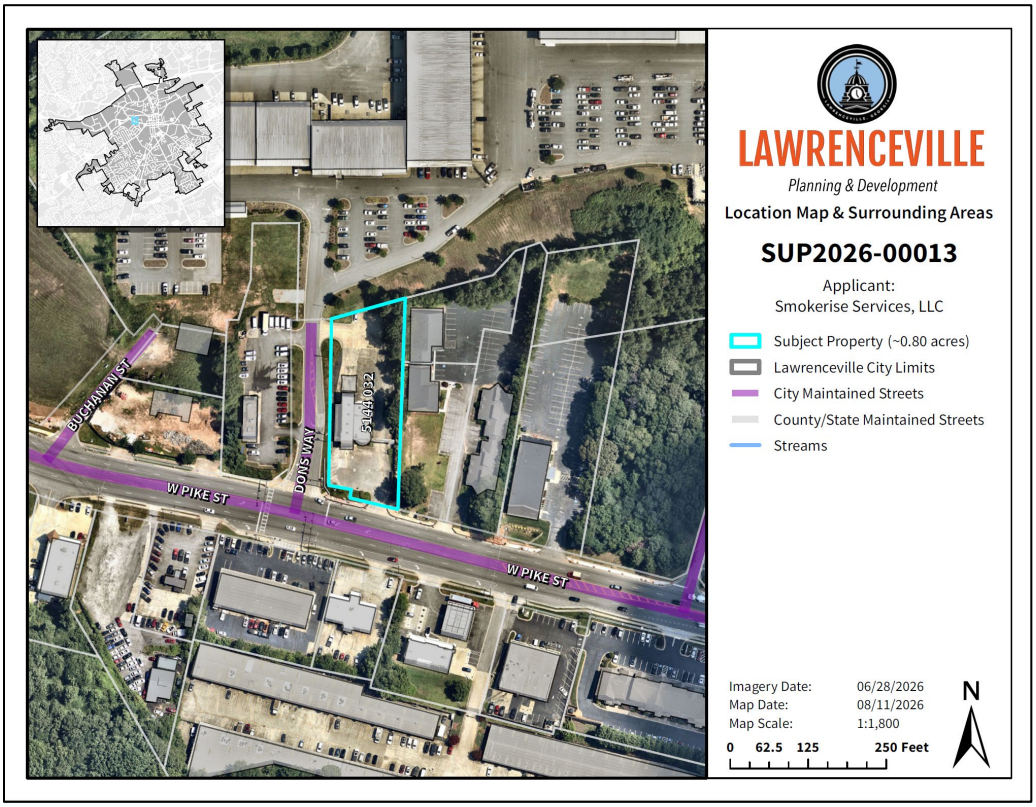
LAWRENCEVILLE

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

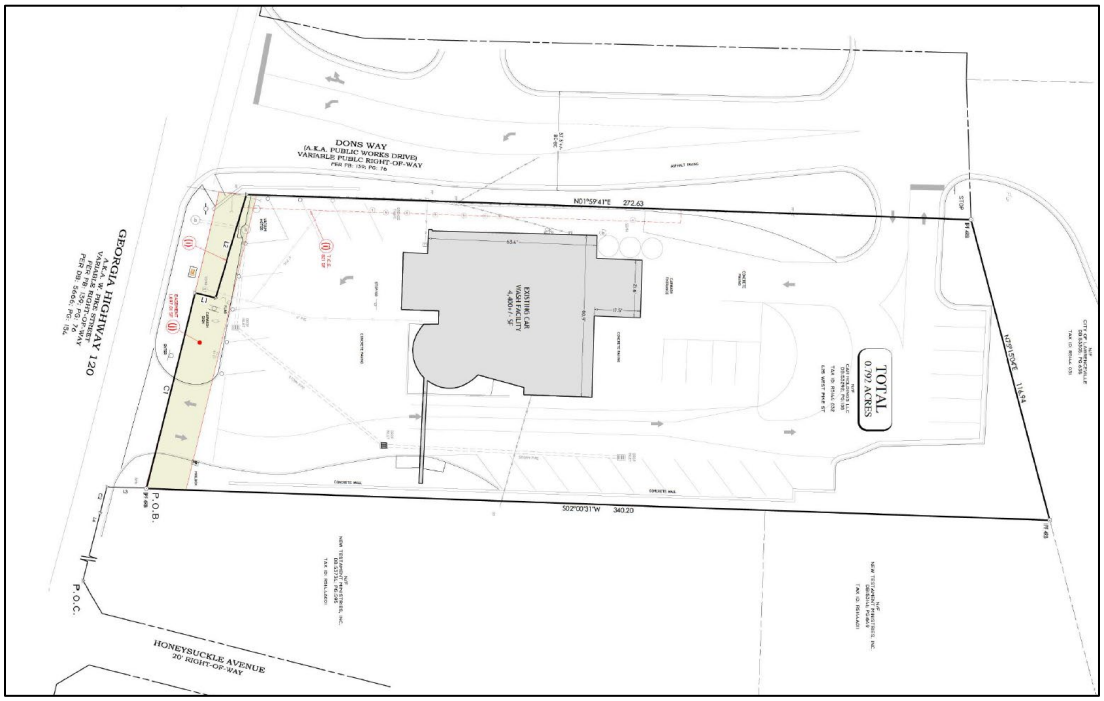
ZONING HISTORY

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*

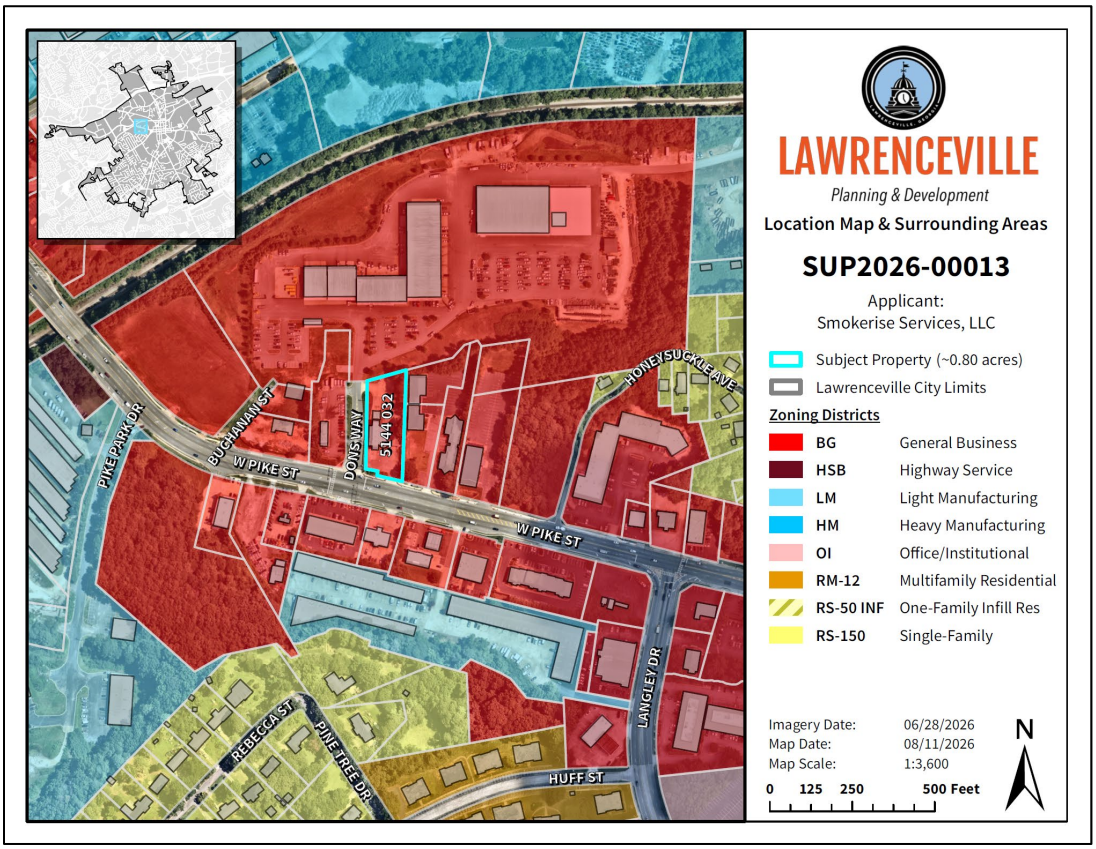
Article 2, Section 200.3., Subsection 200.3.10. – Automobile Wash – Automatic and Self Service reads as follows:

> *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

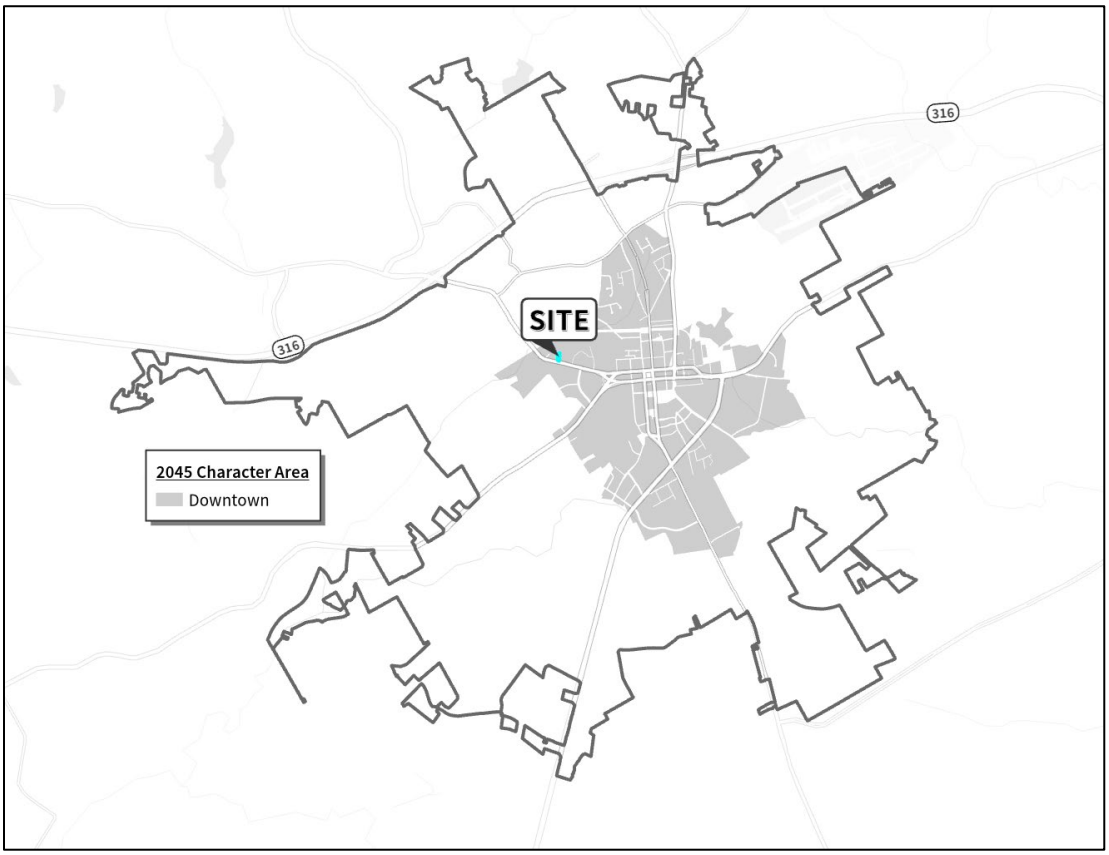
The immediate surrounding area along West Pike Street is composed of commercial, retail, and light industrial uses within commercial and industrial zoning districts.

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 Servicesllc	NAME: Smokerise Servicesllc
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

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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.

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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.

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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

4.

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:

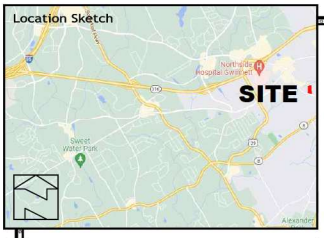
To find the POINT OF COMMENCEMENT, begin at a point at the intersection of the Northeasterly Right-of-Way of West Pike Street (100-foot R/W) and the Southeasterly Right-of-Way of CSX Railway (100-foot Right-of-Way); THENCE leaving said intersection, South 61 degrees 00 minutes 25 seconds East for a distance 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
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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 01°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 13°54'21" W, A DISTANCE OF 8.00 FEET TO A POINT; THENCE WITH A BEARING OF N 73°16'40" 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, MEEKS & 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.

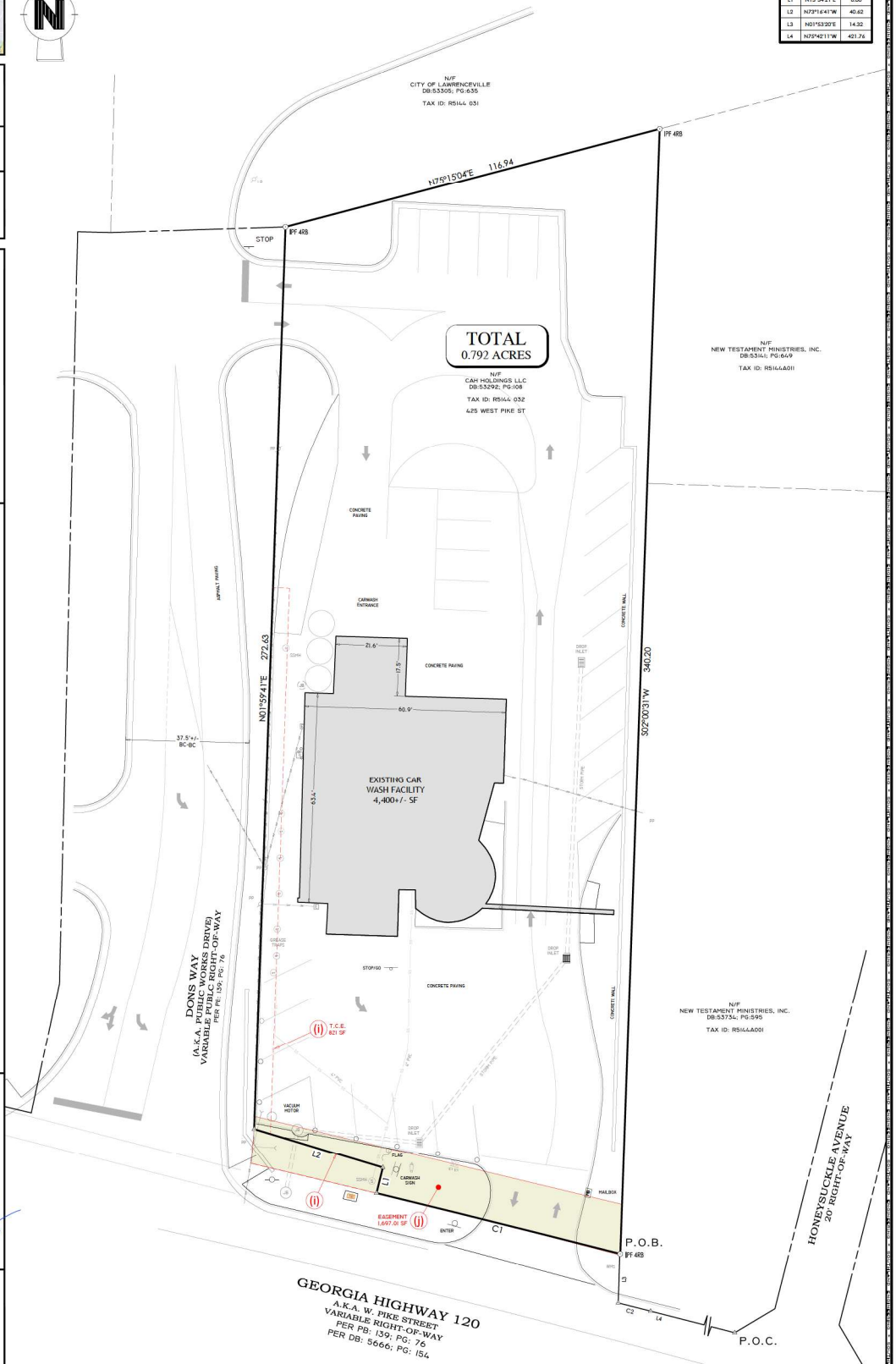
GRAPHIC SCALE : 1" = 15'

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 = CONCRETE MON.FOUND = IRON PIN PLACED = BENCHMARK = PHOTO REFERENCE = EXCEPTIONS = PARKING BOLLARD
= DOUBLE WING CATCH BASIN = SINGLE WING CATCH BASIN = JUNCTION BOX = CURB INLET = YARD INLET = DROP INLET = HEADWALL
= GAS VALVE = GAS METER = TELEPHONE MANHOLE = ELECTRIC MANHOLE = TELEPHONE PEDESTAL = SIGN = BENCHMARK
= SEWER MANHOLE = CLEAN OUT = WATER VALVE = WATER METER = FIRE HYDRANT = IRRIGATION CONT. VALVE = WELL
= MAILBOX
= STORM PIPE = SEWER PIPE = OVERHEAD PWR. = FENCE LINE = WATER LINE = GAS LINE = COMM. LINE = UND. PWR.

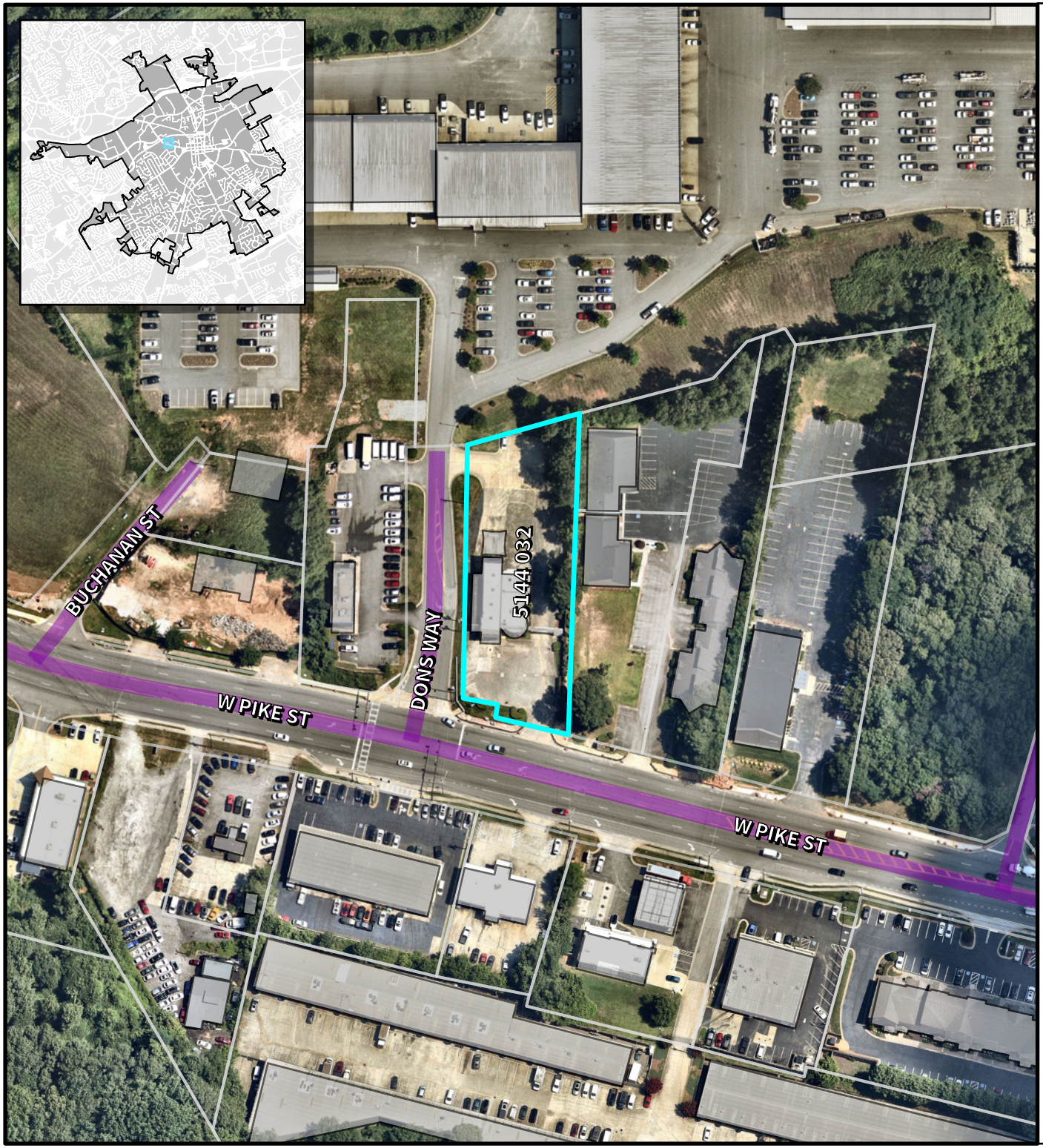
LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2026-00013

Applicant:
Smokerise Services, LLC

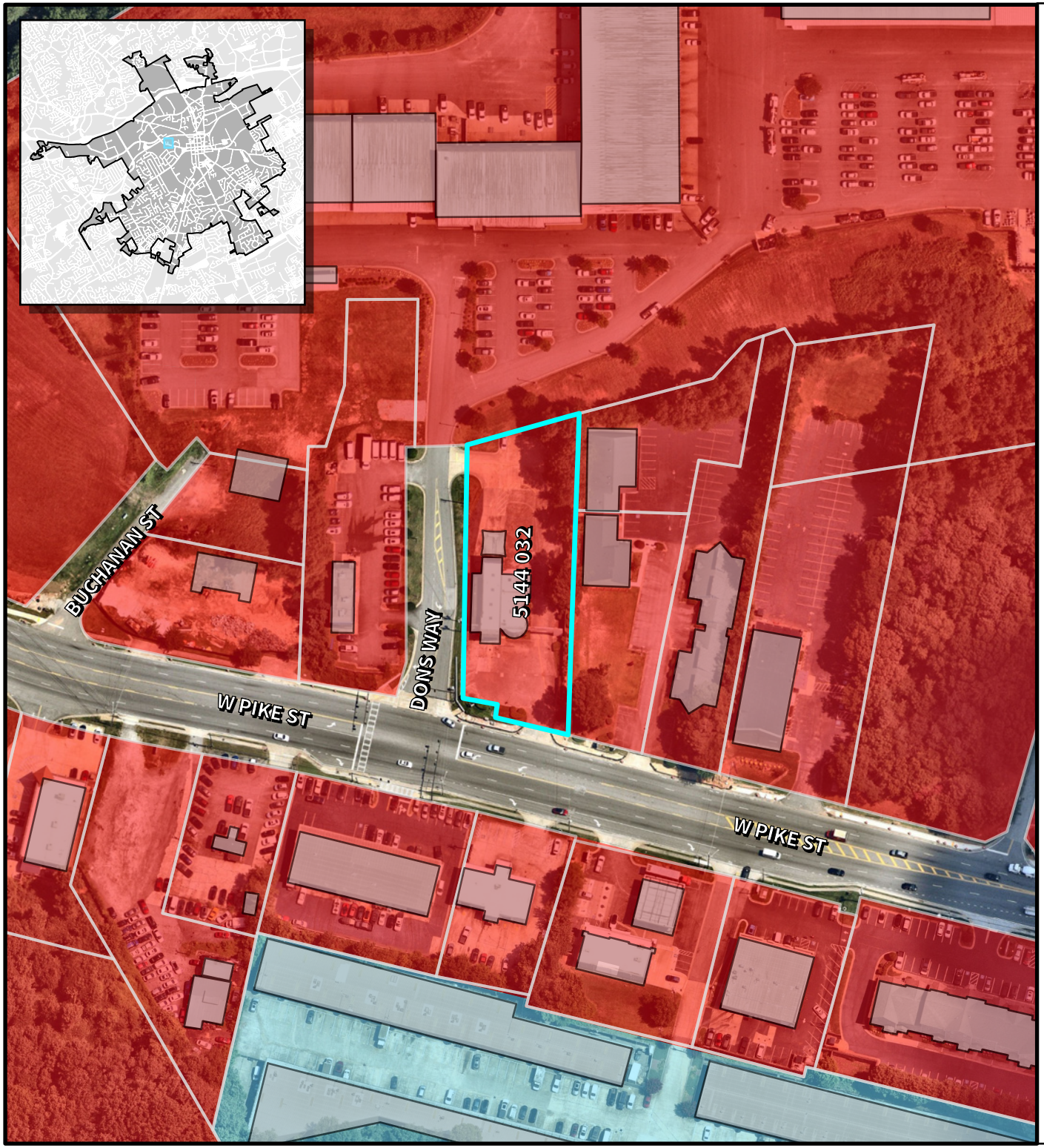


- Subject Property (~0.80 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets
- Streams

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

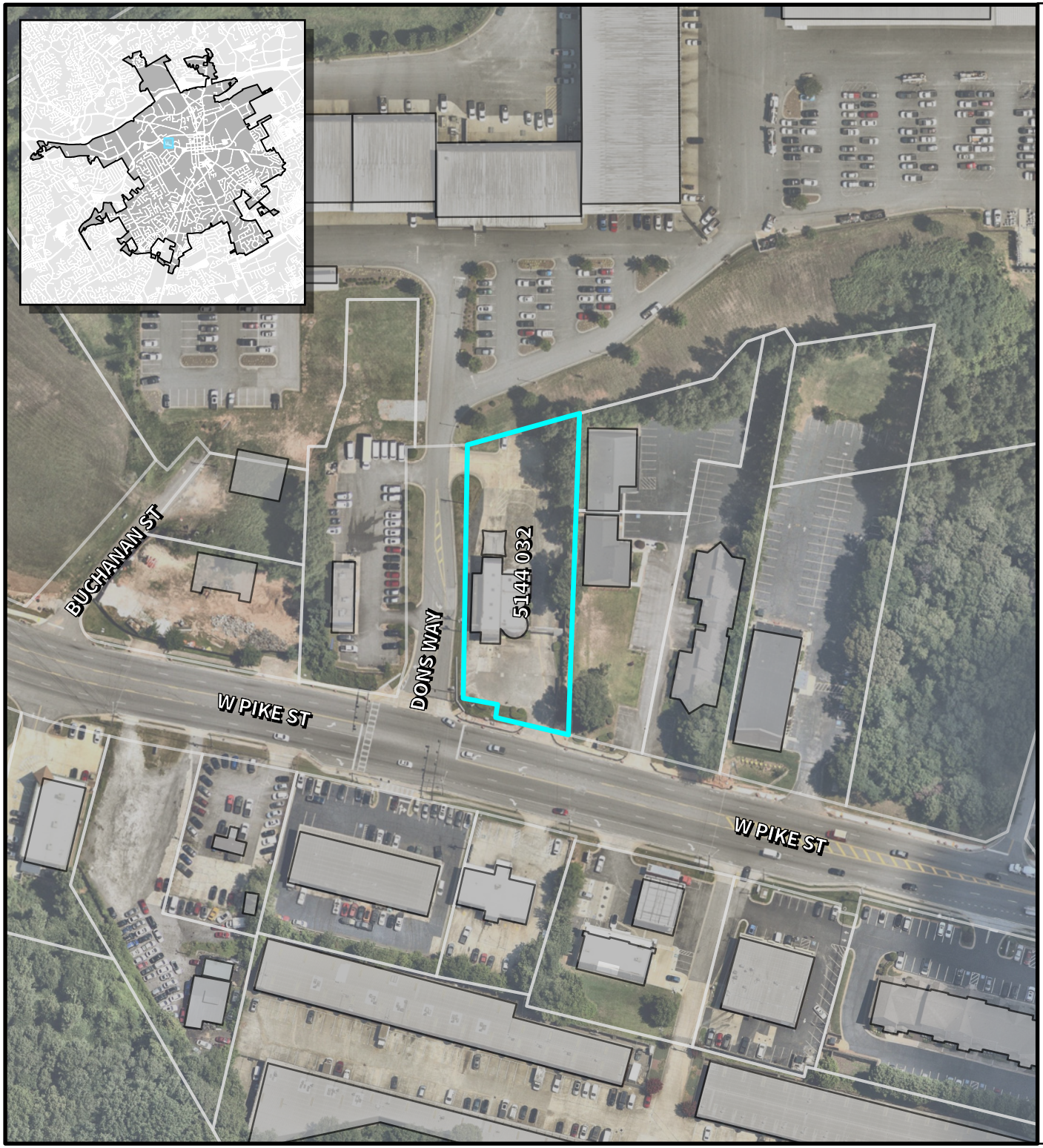
BG General Business

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

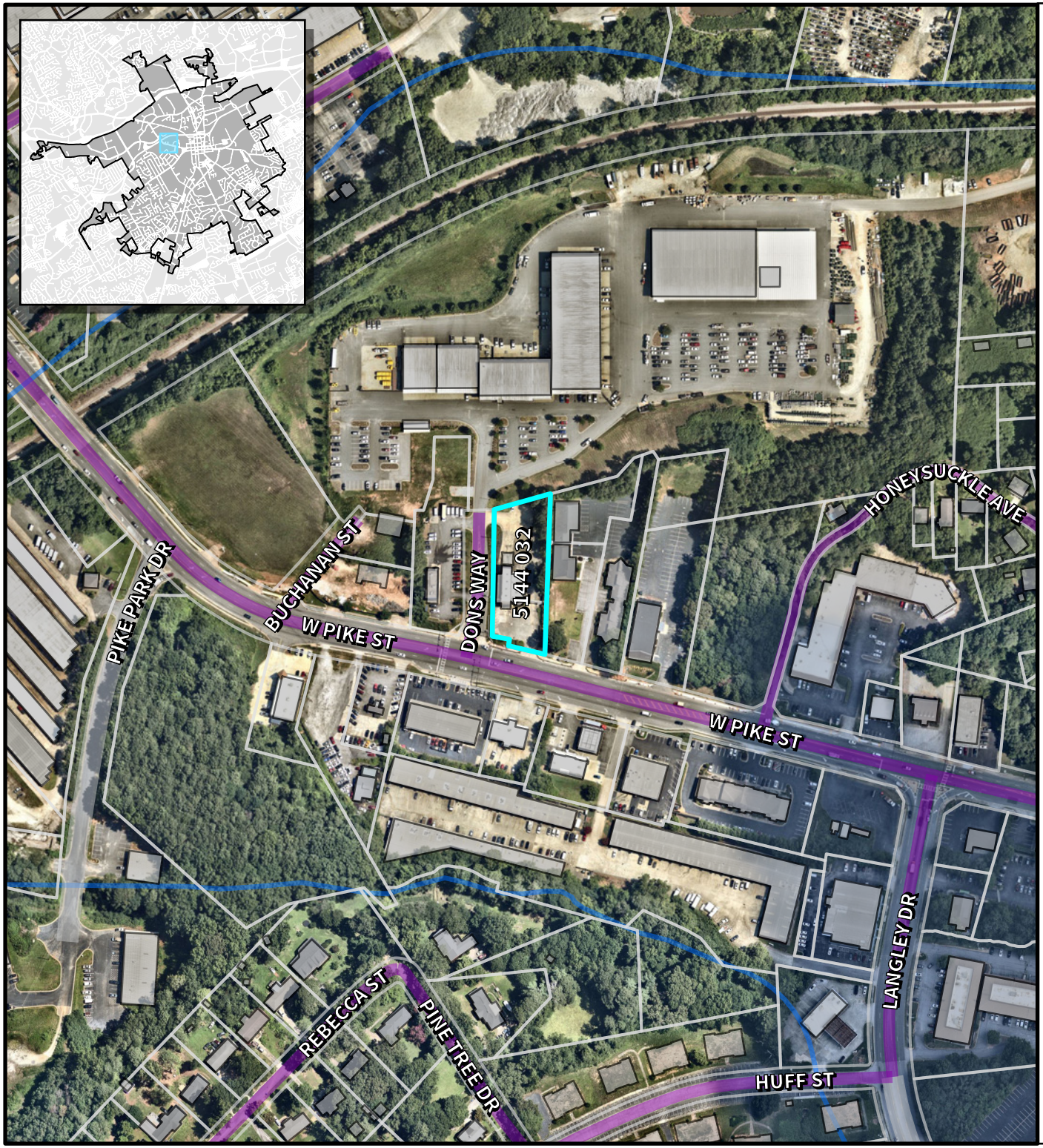
2045 Character Areas

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

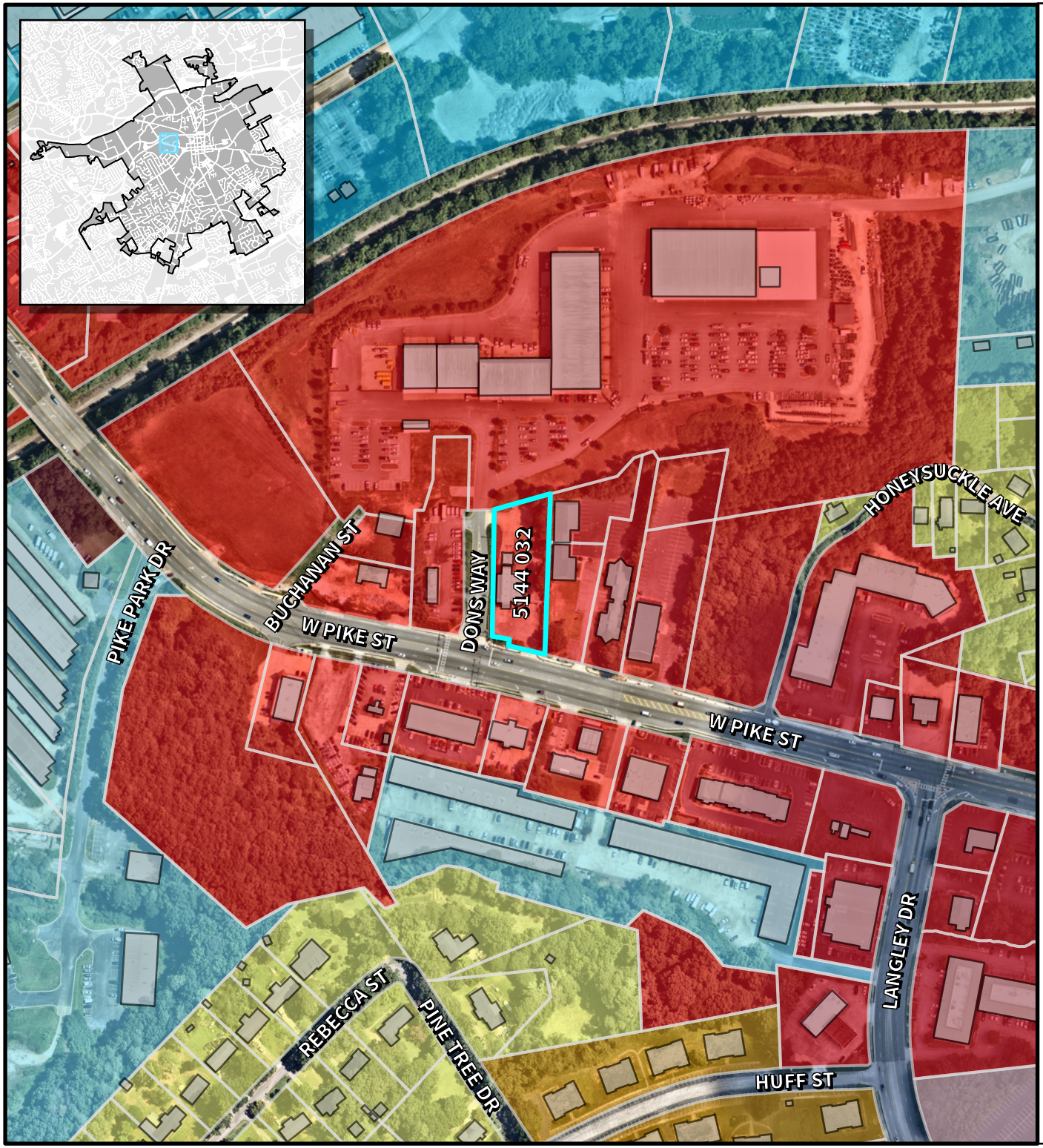
Applicant:
Smokerise Services, LLC

- 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

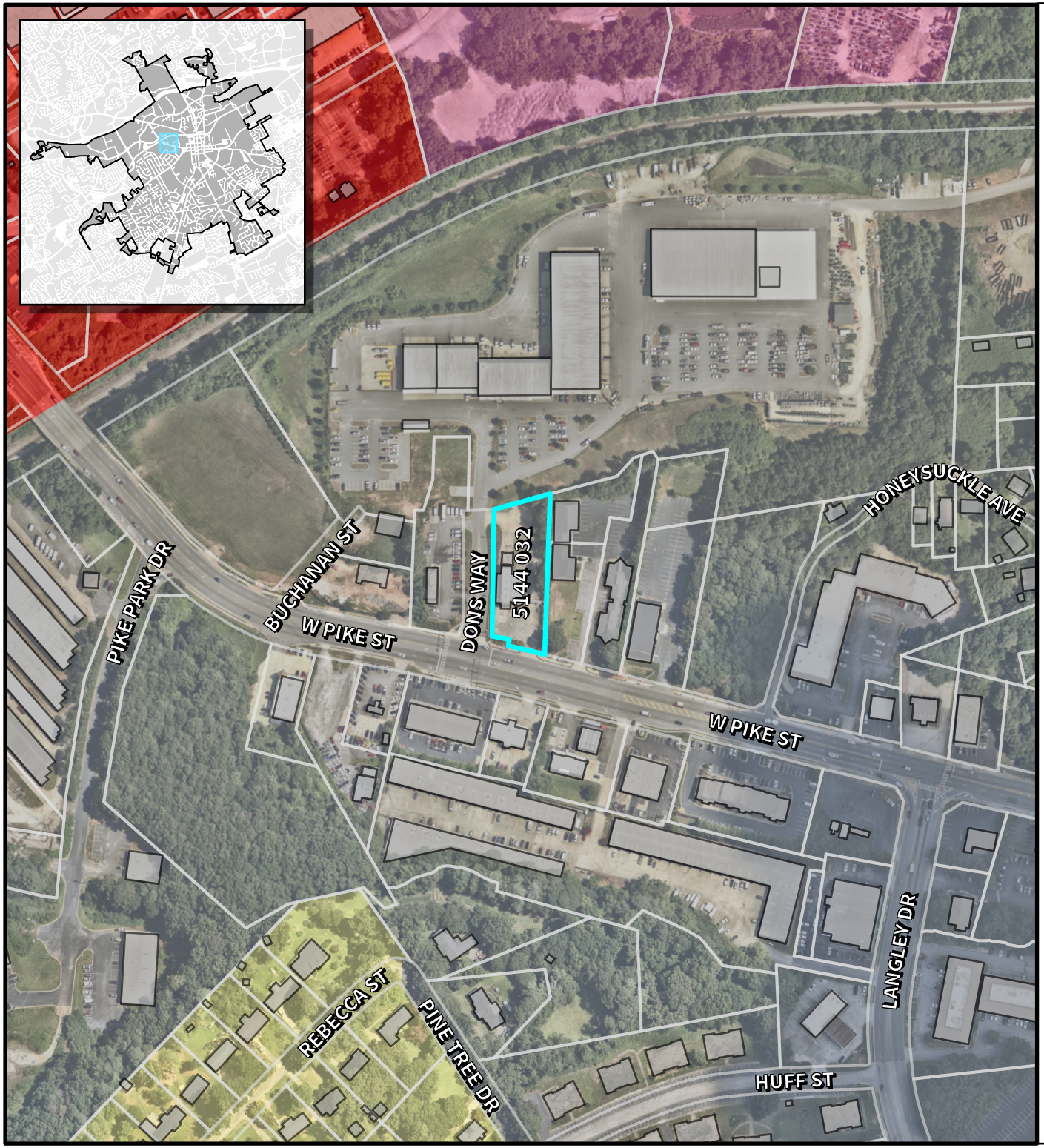
Zoning Districts

	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

0 125 250 500 Feet

N

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.

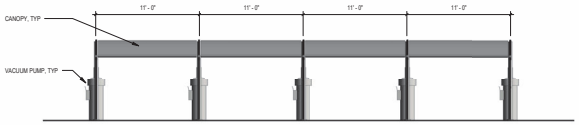
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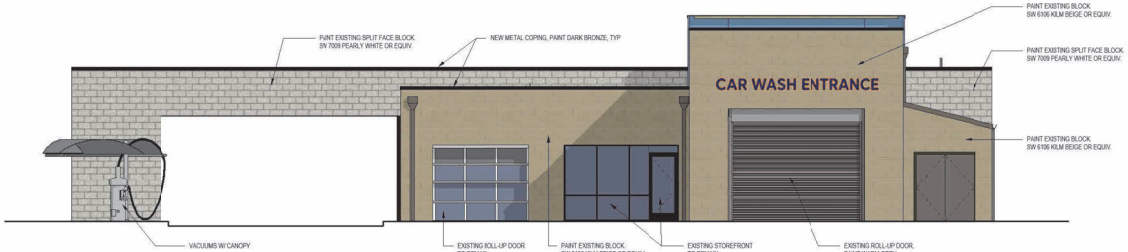
1 EAST ELEVATION
3/16" = 1'-0"



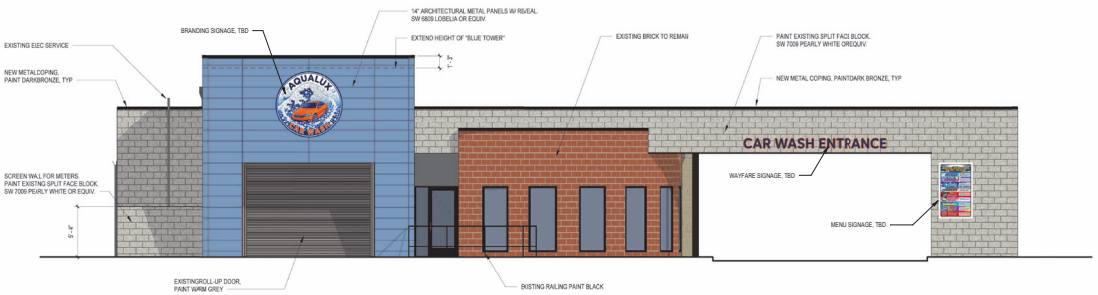
6 TYP VAC ELEVATION - SIDE
3/16" = 1'-0"



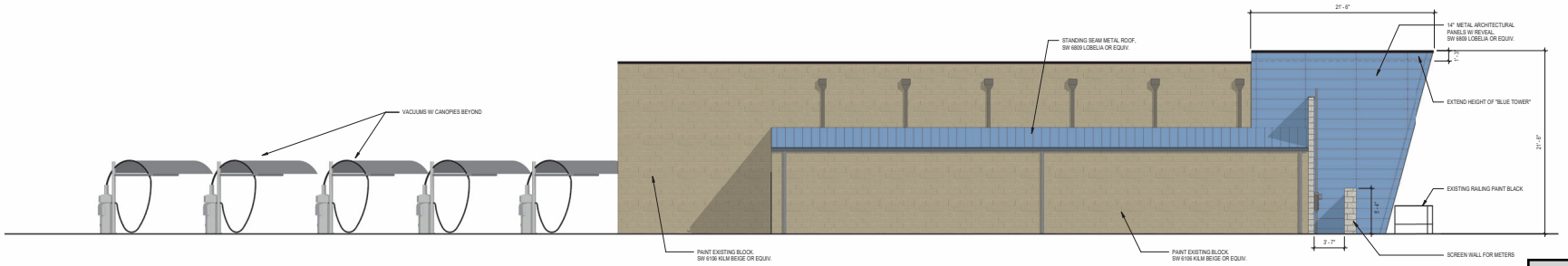
5 TYP VAC ELEVATION - FRONT
3/16" = 1'-0"



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

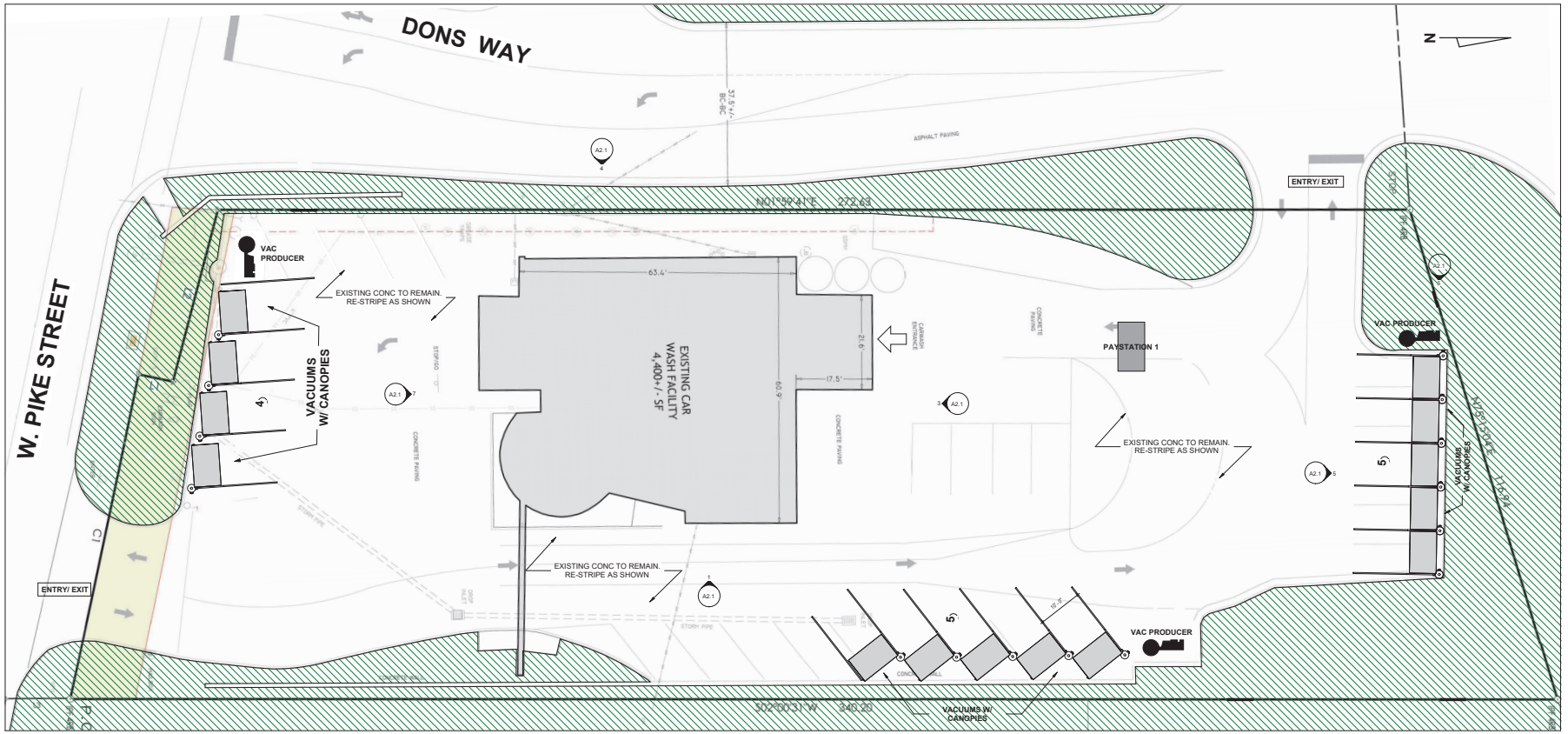
RAHIM SIVJI
AQUALUX CAR WASH
REMODEL

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

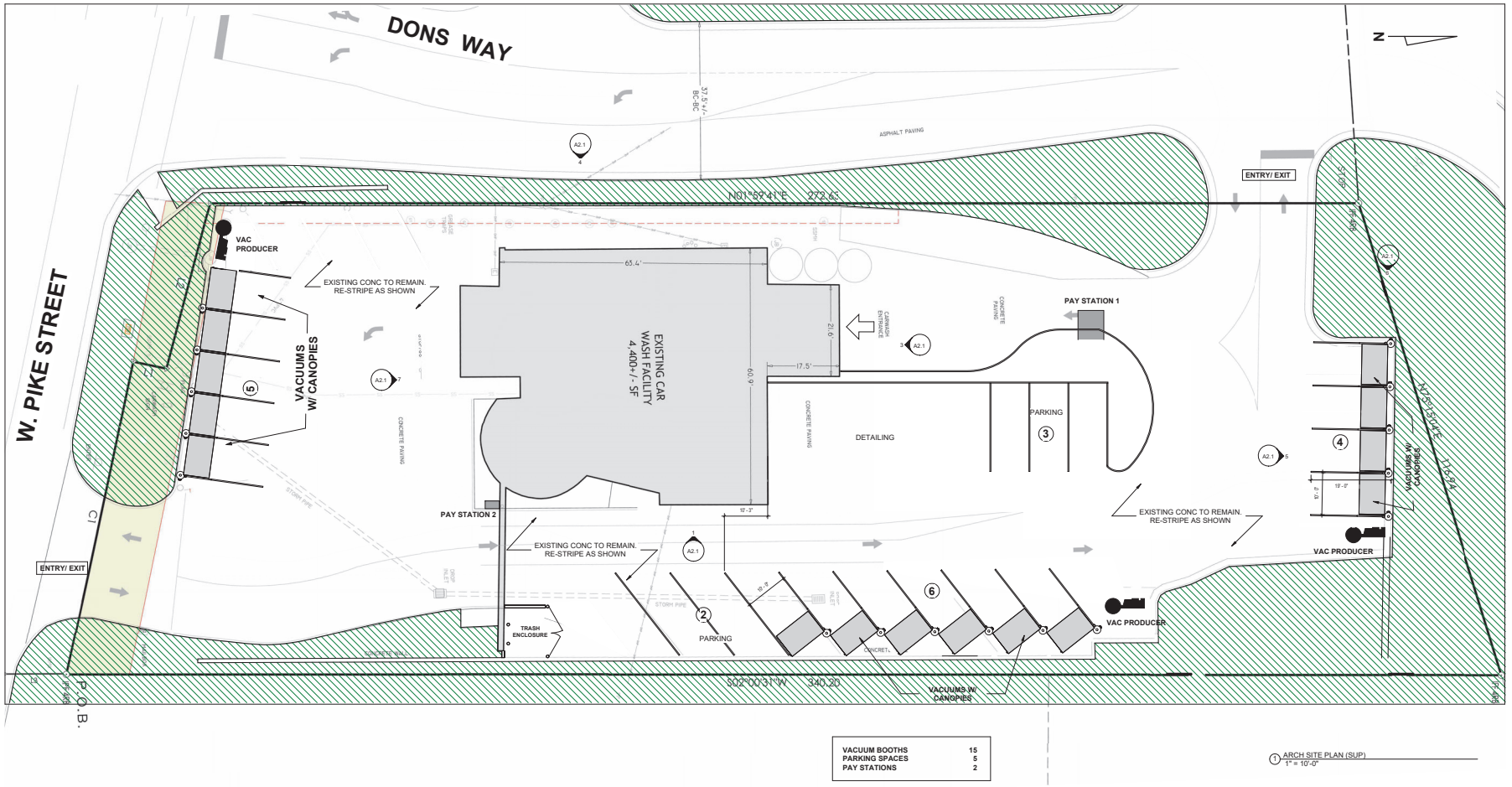
RAHIM SIVJI
AQUALUX CAR WASH
REMODEL

425 W. PIKE ST, LAWRENCEVILLE, GA

ARCHITECTURAL SITE PLAN

A0.1

SUP2026-00013_ELEV SITE PLN_10022026



VACUUM BOOTHS	15
PARKING SPACES	5
PAY STATIONS	2

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

DATE 10/20/25
ISSUANCES
DESCRIPTION
NOT FOR CONSTRUCTION

RAHIM SIVJI
AQUALUX CAR WASH
REMODEL
425 W. PIKE ST, LAWRENCEVILLE, GA

ARCHITECTURAL SITE PLAN

A0.1

SUP2026-00013_SITE PLN_10132026_v2

Special Use Permit
Car Wash
SUP2026-00013
425 West Pike Street

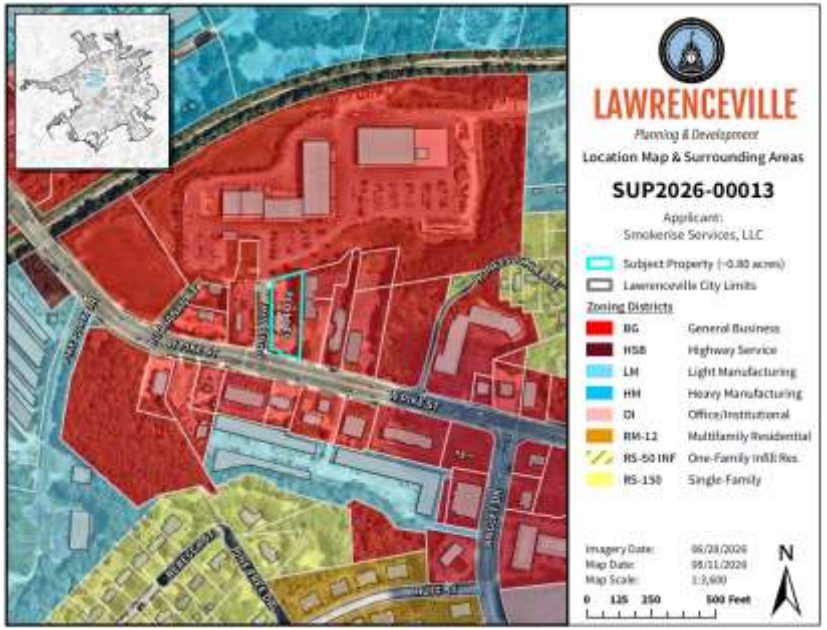
LAWRENCEVILLE
GEORGIA

Case Overview

- Special Use Permit – Car Wash Operation
- Nonconformities: Existing purpose-built car wash facility
- Facility vacant since Autobell closure in 2021
- Location: 425 West Pike Street
- Applicant & Property Owner: Smokerise Services, LLC
- Acreage: 0.08 acres
- Current Zoning: BG (General Business District)
- Department Recommendation: Approval with Conditions

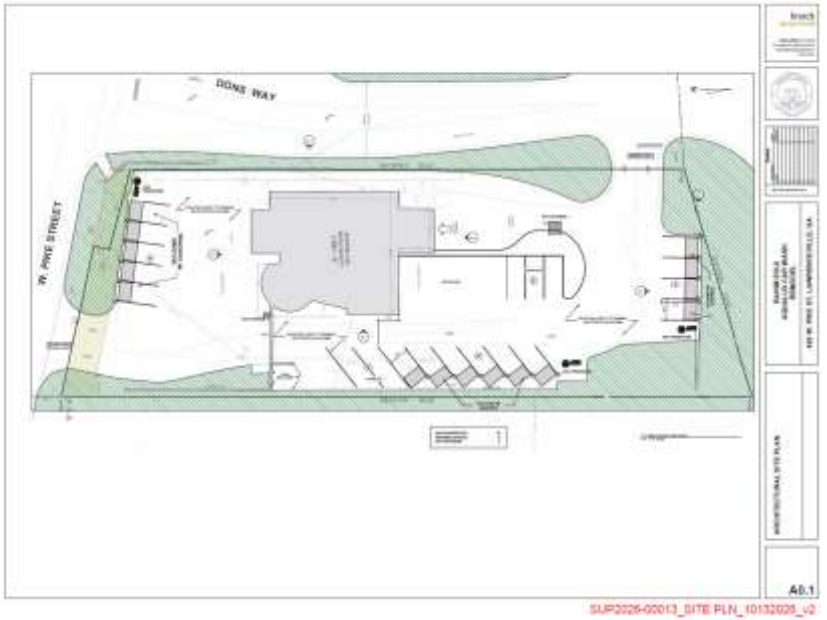
Site & Zoning History

- Property zoned BG since earliest records (circa 1960)
- No variances, appeals, SUPs, or zoning conditions on record
- Existing building approximately 4,707 sq. ft.
- 26 parking spaces on site
- Outdoor vacuums stations (front, side and rear)



Development Standards

- Automobile Wash in BG requires Special Use Permit
- Metal building facades prohibited
- Prefabricated awning structures allowed only at automatic facilities
- No companion variances required



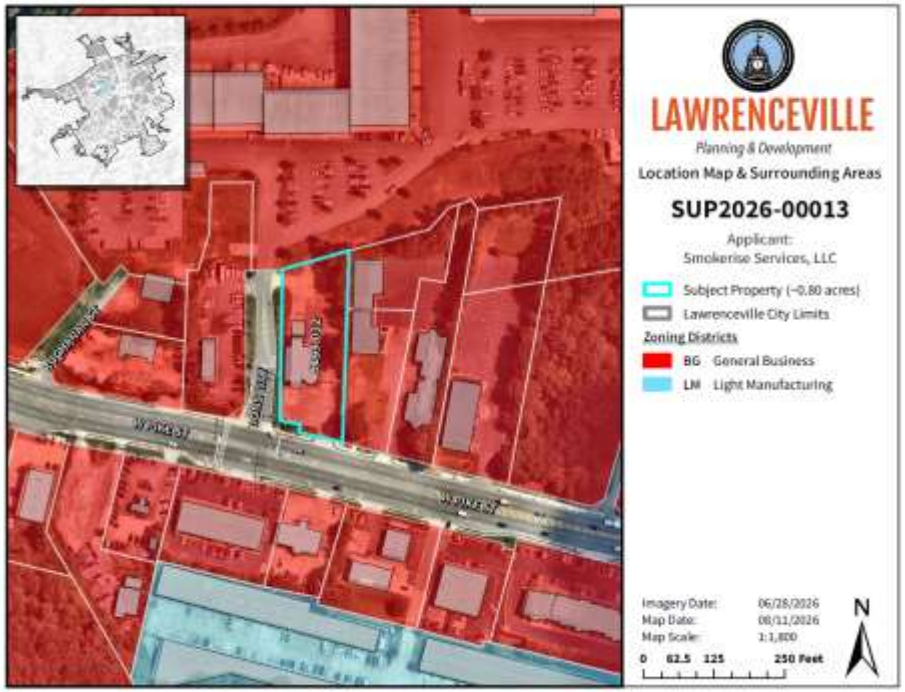
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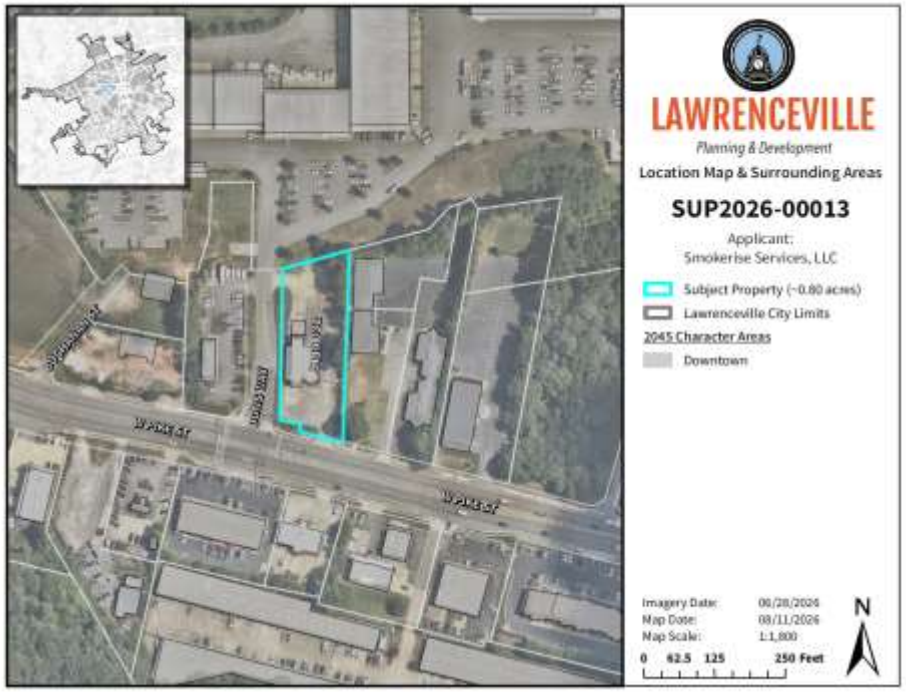
Surrounding Area

- Commercial, retail, and light industrial uses nearby
- Auto service garages, rentals, used car sales, and fuel sales present
- Ultra Car Wash located nearby on West Pike Street corridor
- Area generally supports auto-oriented uses



2045 Comprehensive Plan

- Property located in Downtown Character Area
- Downtown vision emphasizes cultural, economic, mixed-use activity
- Proposed auto-oriented use is not fully aligned with long-term vision
- Existing facility reuse reduces redevelopment impacts



Staff Analysis & Recommendation

- Reuse of existing purpose-built facility
- Compatible with surrounding commercial character
- Limited modifications proposed
- Does not create a substantially new development pattern
- Staff recommends APPROVAL WITH CONDITIONS
- Subject to zoning, development, building, and life-safety requirements
- Conditions may be imposed to ensure compatibility with surrounding properties

Recommended Conditions

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.

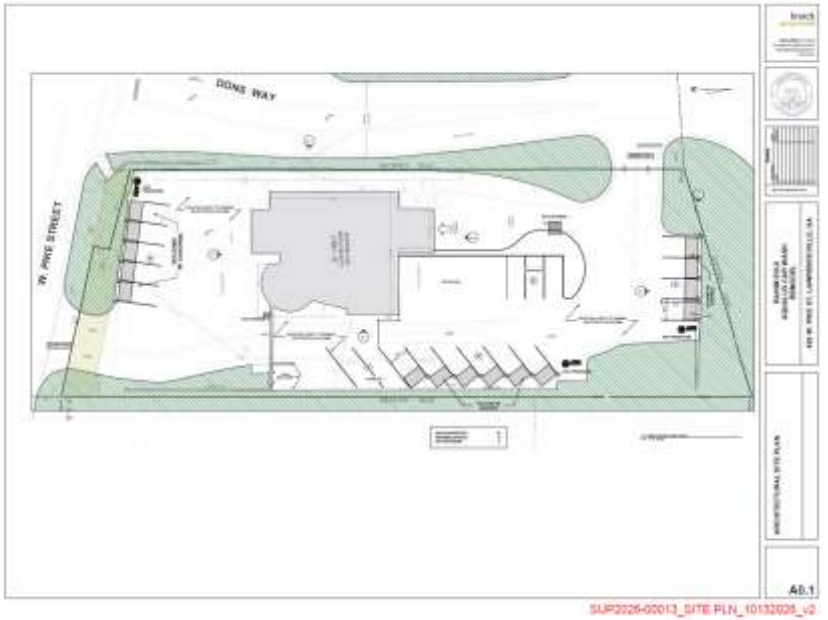
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   - K. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
   - L. The Special Use Permit shall be limited to a period of two (2) years, at which time the use shall cease unless an application for 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.

SUP2026-000013_PC REC CNDS_10052026

Recommended Conditions





Questions?

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: CONSENT AGENDA

Item:	Proposed Inter-Participant Transfer Agreement with the City of Griffin for Summer 2027–2028 Power Supply
Department:	Utilities
Date of Meeting:	Tuesday, November 17, 2026
Fiscal Impact:	$1,239,773
Presented By:	Adam Bigknife, Utilities Director
Action Requested:	Approve the proposed Inter-Participant Transfer Agreement with the City of Griffin and provide direction regarding placement of the item on the November 17, 2026 Regular Meeting agenda for approval.

Summary: Staff requests Council approve a proposed two-year Inter-Participant Transfer Agreement with the City of Griffin for supplemental summer power supply for 2027 and 2028. The proposed agreement would provide a summer 5×16 product from June through September at 2.1 MW in 2027 and 8.7 MW in 2028.

Background: Under MEAG's Supplemental Power Supply Policy and annual subscription process, Lawrenceville must maintain sufficient capacity to serve its forecast coincident peak and planning-reserve requirement. MEAG's current supplemental-needs forecast identifies a deficit supplemental-capacity need of 2,089 kW in 2027 and 8,664 kW in 2028. The proposed Griffin IPT quantities of 2.1 MW and 8.7 MW closely align with those projected needs. 1.3

MEAG's Authorization Agreement permits a participant to acquire its own supplemental requirements through an Inter-Participant Transfer Agreement or an off-system power purchase agreement. If a participant does not secure its required supply through the applicable process, MEAG may act as the participant's agent to acquire and assign necessary resources at market prices. 1.6

Staff recommend using the IPT process to directly address Lawrenceville's identified supplemental-capacity requirement and to establish known commercial terms for the covered summer on-peak period, rather than relying solely on later MEAG market procurement.

The proposed agreement provides the following summer 5 weekdays ×16 daily peak hours terms:

Year	Quantity	Energy price	Delivery period
2027	2.1 MW	$82.00/MWh	June–September
2028	8.7 MW	$86.00/MWh	June–September

Fiscal Impact: The estimated gross contract cost is $234,192 in 2027 and $1,005,581 in 2028, for a total estimated two-year cost of $1,239,773. The estimate is based on the contract quantities, stated prices, and an estimated summer 5×16 calendar of 1,360 delivery hours in 2027 and 1,344 delivery hours in 2028.

The agreement establishes known prices for the covered summer on-peak energy. The gross purchase obligation is not the same as the net incremental Electric Fund cost because the contracted energy would otherwise be supplied through MEAG resources or market purchases. The agreement is expected to reduce exposure to variable on-peak market costs during the applicable delivery periods. Final billing will be governed by the executed IPT agreement and MEAG settlement procedures.

Concurrences: City Manager and Chief Financial Officer concur

Attachments/Exhibits:

- 2027 – 2036 Lawrenceville Supplemental Needs.pdf
- Authorization Agreement 2027 page 1.pdf
- Griffin_IPT_Supporting_Information.docx
- IPT Agreement_Griffin_to_Lawrenceville for Excess Power (2027-2028).docx
-

Supplemental Needs
City of Lawrenceville
kW at Delivery Point

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Coincident Peak	84,958	85,802	86,143	86,491	86,816	87,126	87,742	88,022	88,265	88,496
Reserves	9,810	9,937	9,988	10,040	10,089	10,136	10,228	10,270	10,306	10,341
Requirements	94,769	95,739	96,131	96,532	96,905	97,262	97,971	98,292	98,571	98,837
Own Resources	–	–	–	–	–	–	–	–	–	–
Supplemental Purch	22,466	22,466	–	–	–	–	–	–	–	–
SEPA	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650
Wansley CC	3,569	3,569	3,569	3,569	3,569	3,569	3,569	3,569	3,569	3,569
Scherer	24,405	24,405	24,405	24,405	24,405	24,405	24,405	24,405	24,405	24,405
Hatch	8,368	8,368	8,368	8,586	8,829	8,829	8,829	8,829	8,829	8,829
Vogtle 1&2	13,593	13,681	13,769	13,977	14,186	14,186	14,186	14,186	14,186	14,186
Vogtle 3&4	–	–	–	–	–	–	–	–	–	–
Pineview	–	–	–	–	–	–	–	–	–	–
IPT/Other	5,818	–	–	–	–	–	–	–	–	–
Resources	82,869	77,139	54,760	55,187	55,638	55,638	55,638	55,638	55,638	55,638
Excess/(Deficit)	(11,900)	(18,601)	(41,371)	(41,345)	(41,267)	(41,624)	(42,333)	(42,654)	(42,934)	(43,200)
% Reserves	0.2%	-7.9%	-35.8%	-35.5%	-35.2%	-35.5%	-35.9%	-36.2%	-36.3%	-36.5%
Deficit Reserve Capacity	(9,810)	(9,937)	(9,988)	(10,040)	(10,089)	(10,136)	(10,228)	(10,270)	(10,306)	(10,341)
Deficit Supplemental Capacity	(2,089)	(8,664)	(31,383)	(31,305)	(31,178)	(31,488)	(32,105)	(32,384)	(32,627)	(32,858)

AUTHORIZATION AGREEMENT
Year 2027 Annual Subscription
Under Supplemental Power Supply Policy
between
Municipal Electric Authority of Georgia
and

_____
(Participant)

In accordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant hereby elects to: (all Participants must elect one option and return)

(i)_____(Opt-out) Acquire the necessary resources for its Supplemental Power Supply Requirements itself;

(ii)_____(Annual Self Supply) Acquire the necessary resources for its Supplemental Power Supply Requirements for the Power Supply year itself through an Inter-Participant Transfer (IPT) Agreement or off system purchase power contract;

(iii)_____(Subscription) Subscribe to one or more of the power supply alternatives identified in the attached Nomination Form in specific amounts;

(iv)_____(Agent – default option) Designate MEAG as its agent to nominate and acquire any combination of resources to optimize their Supplemental Power Supply Requirements. Please specify agency limitations if any, _____; (If no form is returned by specified deadlines, this option will be used by default)

For Participants with excess capacity

(v)_____(Sell Excess – default option) Allocate excess capacity to be sold to deficit Participants as supplemental at $60.39/kW-Yr plus the hourly energy market price or for reserves at $20.13/kW-Yr at DP. Supplemental will be allocated first, then any remaining amounts will be allocated to reserves.

(vi) _____(Opt-out of sales) Retain excess resources and not sell excess capacity through the Supplemental process.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at "market" prices from other Participants.

Participant agrees to and accepts the above nomination, this _____ day of _____, 2026.

Participant:_____

By:_____

_____,
Mayor or other authorized representative

Supporting Information

Proposed Inter-Participant Power Supply Transfer Agreement
City of Lawrenceville and City of Griffin

Summer 5×16 Power Supply | 2027–2028

Purpose

The proposed agreement would authorize the City of Lawrenceville to purchase a summer 5-day ×16-hour inter-participant transfer (IPT) from the City of Griffin for the June–September period in 2027 and 2028. The transaction is intended to supply supplemental capacity and associated on-peak energy through the Municipal Electric Authority of Georgia (MEAG) IPT process.

Why the Agreement Is Needed

MEAG's annual subscription process requires each participant to maintain sufficient capacity to serve its forecast coincident peak plus required planning reserves. Lawrenceville's projected supplemental-capacity need is 2,089 kW in 2027 and 8,664 kW in 2028. The proposed Griffin quantities of 2.1 MW and 8.7 MW align closely with those identified needs.

Planning year	Projected requirement (kW)	Projected resources (kW)	Deficit supplemental capacity (kW)	Proposed Griffin IPT (kW)
2027	94,769	82,869	2,089	2,100
2028	95,739	77,139	8,664	8,700

Under MEAG's Supplemental Power Supply Policy, a participant may acquire its own supplemental resources through an IPT agreement or an off-system power purchase agreement. If a participant does not obtain the required supply through the applicable process, MEAG may act as the participant's agent to acquire and assign the needed resources at market prices. The City's use of the IPT process allows Lawrenceville to directly secure a defined resource and price for its supplemental need rather than rely solely on a later market procurement.

Proposed Commercial Terms

Item	2027	2028
Product	Summer 5×16	Summer 5×16
Delivery period	June–September	June–September
Contract quantity	2.1 MW	8.7 MW
Energy price	$82.00/MWh	$86.00/MWh
Estimated 5×16 hours*	1,360	1,344
Estimated energy	2,856 MWh	11,692.8 MWh

*Estimated hours use a weekday 5×16 calendar for June through September and exclude applicable NERC holidays. Final billing quantities will be governed by the executed IPT agreement and MEAG settlement calendar.

Fiscal Impact

The estimated gross purchase obligation is $1,239,772.80 over the two-year term, based on the contract quantities, stated energy prices, and estimated applicable 5×16 delivery hours.

Year	Estimated energy	Contract price	Estimated gross cost
2027	2,856 MWh	$82.00/MWh	$234,192.00
2028	11,692.8 MWh	$86.00/MWh	$1,005,580.80
Total	14,548.8 MWh	—	$1,239,772.80

The agreement establishes known fixed prices for the covered summer on-peak energy. The gross contract cost is not the same as the net incremental cost to the Electric Fund because the contracted MWh would otherwise be supplied through other MEAG resources or market purchases. The agreement is expected to reduce exposure to variable on-peak market costs for the contracted delivery periods.

The estimated figures exclude any separately assessed MEAG scheduling, settlement, transmission, losses, or other charges, if applicable under the final agreement.

Implementation and Approval

If approved, City staff will coordinate with Griffin and MEAG to complete the IPT documentation, confirm capacity treatment, establish scheduling and settlement terms, and incorporate the transaction into the City's power-supply planning and Electric Fund budget process. MEAG's annual-subscription materials identify January 15, 2027 as the target completion date for IPT agreements associated with the 2027 process.

Requested Council Action

Approve the proposed Inter-Participant Transfer Agreement with the City of Griffin for summer 5×16 power supply for 2027 and 2028, subject to final MEAG documentation and review, and authorize the appropriate City officials to execute the agreement.

Reference Materials

- MEAG Power, "Supplemental Needs – City of Lawrenceville," 2027–2036.
- MEAG Power, "Authorization Agreement – Year 2027 Annual Subscription Under Supplemental Power Supply Policy."

October 21, 2026

City of Griffin, Georgia
Attn: Mr. Jason Crane, Electric Director
1010 North Hill Street
Griffin, GA 30223

City of Lawrenceville, Georgia
Attn: The Honorable David Still, Mayor
70 South Clayton Street
Lawrenceville, GA 30046

Re: MEAG Power Sale of Excess Power to City of Lawrenceville on Behalf of the City of Griffin

Dear Mr. Crane and Mayor Still:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), the City of Griffin, Georgia ("Griffin"), and the City of Lawrenceville, Georgia ("Lawrenceville"), for MEAG Power's sale on behalf of Griffin of certain excess power to Lawrenceville pursuant to Section 312 of the Power Sales Contract between MEAG Power and Griffin. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Griffin and Lawrenceville, it is understood and agreed that:

(1) Sale of Excess Power by MEAG Power on Behalf of Griffin.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Griffin, Griffin has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs. Griffin has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Lawrenceville this capacity and the output in each hour therefrom, including output directed to off system sales, as delivered energy (the “Sale Amount”) in accordance with the terms and conditions set forth in Attachment 1.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

(b) This Sale Amount shall not reduce Griffin's Entitlement Share of output and services under the Power Sales Contract, and Griffin shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Lawrenceville for the Sale Amount pursuant to this Letter Agreement shall be credited to Griffin's obligation to MEAG Power to pay for its Entitlement Share.

(c) MEAG Power shall treat that portion of the output sold to Lawrenceville on behalf of Griffin as Lawrenceville's resource from delivery at level B-1.

(2) Purchase of Excess Power by Lawrenceville. Lawrenceville agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Lawrenceville for such amount and Lawrenceville shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Lawrenceville.

(3) Costs. Griffin shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Griffin to enable it to verify any such costs.

(4) Indemnification. Griffin hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Griffin's sale of excess power pursuant to this Letter Agreement, only to the extent permitted by law

If you are in agreement with the foregoing, and after this Letter Agreement has been duly authorized by the governing bodies of Griffin and Lawrenceville, please execute this Letter Agreement in the space provided below.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

ATTEST:

By:

_____

James E. Fuller
President and Chief Executive Officer

_____

[SIGNATURES CONTINUED ON NEXT PAGE]

Agreed to and accepted, this ____ day of _____, _____.
Month Year

CITY OF GRIFFIN

By:_____

ATTEST:

_____
City Clerk

[SEAL]

Agreed to and accepted, this ____ day of _____, _____.
Month Year

CITY OF LAWRENCEVILLE

By:_____

ATTEST:

_____
City Clerk

[SEAL]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

Attachment 1—Terms and Conditions page 1 of 1

Product:	Project 1 Capacity and Unit Output (5x16)	
Term:	Beginning hour ending 0700 Central Prevailing Time June 1, 2027 through hour ending 2200 Central Prevailing Time September 30, 2027 And Beginning hour ending 0700 Central Prevailing Time June 1, 2028 through hour ending 2200 Central Prevailing Time September 30, 2028	
Contract Quantity:	June 2027 – September 2027 of Project 1)	2.1 MW (approximately 0.241768%
	June 2028 – September 2028 of Project 1)	8.7 MW (approximately 1.001609%
Pricing:	June 2027 – September 2027	$82.00/MWh
	June 2028 – September 2028	$86.00/MWh

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMEBER 17, 2026
AGENDA CATEGORY: CONSENT AGENDA

Item:	Professional Design Services for Quiet Zone Project
Department:	Engineering
Date of Meeting:	Tuesday, November 17, 2026
Fiscal Impact:	$196,687.00
Presented By:	Eranildo Lustosa Alves Junior, City Engineer
Action Requested:	Award Professional Design Services for Quiet Zone Project to Pond & Company amount to not exceed $196,687.00.

Summary: The City of Lawrenceville plans to establish a railroad Quiet Zone on the CSX line through downtown. This Quiet Zone will include the existing at-grade crossings at North Clayton Street (CSX X-ING 639782K) and Maltbie Street (CSX X-ING 639783S).

Previously, the City engaged Pond & Company to assess the feasibility of a 24-hour Quiet Zone in accordance with Federal Railroad Administration (FRA) requirements. The evaluation determined that installing a Supplemental Safety Measure (SSM) at each crossing would ensure the Quiet Zone Risk Index (QZRI) meets or falls below the Nationwide Significant Risk Threshold (NSRT), qualifying the area for automatic Quiet Zone designation under FRA guidelines.

The City of Lawrenceville has now requested Pond & Company to provide professional design services for the Quiet Zone Project. The scope includes:

1. Project Management and Coordination
2. Database Preparation
3. Preliminary Design
4. Right of Way Plans
5. Final Design
6. Railroad Coordination
7. Post Design Services

The terms, conditions, and approved hourly rates between Pond & Company and City of Lawrenceville are documented in the Consultant Contract for Architectural and Engineering Consulting Services on an Annual Contract (RP002-26) dated April 28, 2026.

Fiscal Impact: Amount not to exceed $196,687.00. This project is funded by QUIET ZONE AT DEPOT, Project 26-028.

Attachments/Exhibits:

- City of Lawrenceville - Preliminary Design through Final Design and QZ Coordination-Proposal.pdf
- Lawrenceville Quiet Zone - North Clayton St - Concept Layout.pdf
- Lawrenceville Quiet Zone - Maltbie St - Concept Layout.pdf

3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092
T: 678.336.7740

October 22, 2026

Eranildo Lustosa Alves Junior, MSc, EI
City Engineer
City of Lawrenceville
435 W Pike St
Lawrenceville, GA 30046
Email: eranildo.lustosa@lawrencevillega.org
Phone: (678) 407-6698

Re: **City of Lawrenceville – Preliminary Design through Final Design and Quiet Zone Coordination Transportation Engineering Services**

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering design services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

PROJECT UNDERSTANDING:
The City of Lawrenceville recently contracted with Pond for the ongoing Quiet Zone Evaluation and Concept Design project that recently went through CSX review. The city is seeking services for preliminary through final design, as well as quiet zone coordination to continue progressing with this project. The proposed quiet zone limits include these existing at grade railroad crossings:

- North Clayton Street (CSX X-ING 639782K)
- Maltbie Street (CSX X-ING 639783S)

PROFESSIONAL SERVICES:
The scope of work will include preliminary through final design services, as well as quiet zone coordination.

Scope of Work

Phase 1: Project Management and Coordination

Pond will serve as the city's representative and project manager from preliminary through final design. Pond will facilitate monthly meetings with the City of Lawrenceville, and subject matter experts, and manage communications to ensure an open dialogue. Pond has delivered several local projects, and we are able to avoid roadblocks that can occur during project development. Assumes up to (12) monthly meetings and additional (6) meetings.

Task 2: Database Preparation

Task 2A. Survey Services – Survey services will be performed by the sub-consultant, Patterson & Dewar, and provided to Pond. The survey limits will include approximately 1,300 LF of roadway (total) and approximately 625 LF of railway (total), located at the intersections of N. Clayton Street and Maltbie Street with the CSX Railway. See Exhibit A for additional details regarding overall limits.

Task 2B. Subsurface Utility Engineering (SUE) QL-B Services – Ground Penetrating Radar (GPR) SUE QL-B services will be performed by the sub-consultant and provided to Pond. See Exhibit A for additional details regarding limits.

Task 2C. Subsurface Utility Engineering (SUE) QL-A Services Allowance – An allowance for up to (3) Potholing SUE QL-A services will be reserved and utilized as/if needed. performed by the sub-consultant and provided to Pond.

Deliverables for Task 2:

- Survey Database
- SUE Database

Task 3: Preliminary Design

Task 3A. Preliminary Design Plans - The Preliminary Plans will include roadway plans, roadway profile, cross sections, utility plans, signing and marking plans, signal plans, and erosion control plans. Pond will prepare the construction plans based on the topographic survey database (completed as part of *Task 1A*). The design plans will be prepared conforming to AASHTO, Manual on Uniform Traffic Control Devices (MUTCD), City of Lawrenceville, and Georgia Department of Transportation (GDOT) requirements and standards, as appropriate, using OpenRoads Connect (ORD) software.

Task 3B. Utility Plans and Coordination – As part of the First Submission Utility Request, Pond will prepare utility plans and submit to all provided utility owners for markups to determine existing facilities. We will incorporate the markups into the utility adjustment plans.

Task 3C. Cost Estimate – Pond will prepare (1) detailed opinion of probable cost for the project. Pond will prepare a construction cost estimate based on GDOT pay items and associated quantities and will provide R/W and easement areas for the city to cost. Utility costs will be completed by others.

Task 3D. City of Lawrenceville Review – Pond will submit the Preliminary Plans to the City of Lawrenceville for comment/approval. This task includes (1) meeting with the city to discuss the plans. We will respond to (1) round of comments.

Task 3E. CSX Coordination and Review – Pond will submit the Preliminary Plans to CSX for comment/approval. Submittals will conform with the Public Projects Manual and checklists required for the railroad entity. This task includes (1) meeting with CSX to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans (during Task 4).

Deliverables for Task 3:

- Preliminary Plans
- Cost Estimate

Task 4: Right of Way Plans

Task 4A. Right of Way Plans – After Preliminary Plan approval, we will prepare Right-of- Way plans per GDOT design guidelines. The Right-of-Way plans will include all required permanent Right-of-Way takes and all construction easement. Pond to provide metes and bounds within right-of-way plats, including legal descriptions. Assumes up to (2) parcels.

Task 4B. City of Lawrenceville Review – Pond will submit the Right-of-Way Plans to the City of Lawrenceville for comment/approval. This task includes (1) meeting with the city to discuss the plans. We will respond to (1) round of comments and incorporate them into the plans as applicable.

Deliverables for Task 4:

- Right of Way Plans

Task 5: Final Design

Task 5A. Final Design Plans – Based on all comments received from the Preliminary Plan submittal, we will further refine the plans. These plans will include compiling a list of all Preliminary Plan comments received and our responses, prior to incorporating into Final Plans

Task 5B. Final Utility Plans and Coordination – Pond will continue utility coordination efforts. Second Submission Utility Request will be coordinated with utility owners to finalize any utility conflicts and determine any proposed facility/utility relocations. All utility relocations will be designed by others and included in the utility coordination plans.

Task 5C. Final Cost Estimate – Pond will prepare (1) detailed opinion of probable cost/cost estimate for the project. Pond will prepare a construction cost estimate based on GDOT pay items and associated quantities and will provide R/W and easement areas for the city to cost. Utility costs will be completed by others.

Task 5D. City of Lawrenceville Review – Pond will submit Final Plans to the City of Lawrenceville for comment/approval. This task includes (1) meeting with the city to discuss the plans. We will respond to (1) round of comments and incorporate them into the plans as applicable.

Deliverables for Task 5:

- Final Plans
- Cost Estimate

Task 6: Railroad Coordination

Task 6A. Railroad Coordination – During the preliminary design process, we will coordinate with CSX, Federal Railroad Administration (FRA), and Georgia Department of Transportation (GDOT) – Division of Intermodal regarding the railroad crossings.

Pond will coordinate with CSX at the startup project to discuss the scope of the project and determine improvements required, as well as the installation of new crossing gates. The Signal Department handles the maintenance and installation/modification of warning devices, and will provide engineering, design, and cost estimates for the warning devices at the expense of the City of Lawrenceville. As part of this process, Pond will provide them with the plans at specified milestones for review and approval. It is our understanding that the city has an existing agreement in place with CSX, however, the Preliminary Engineering (PE) Agreement will likely need to be expanded and will be required to be in place prior to review. In the event additional fees are incurred from the railroad, these fees will be the responsibility of the City of Lawrenceville. It is our understanding that reviews from CSX will be required at the following milestones:

- Preliminary (60% Plans)

- 90% Plans
- Final (100%) Plans

It is important to note that as part of the Quiet Zone establishment process, several other steps will be required, including the below. However, these will be completed during and after all construction is completed and it has been accepted by CSX and FRA personnel:

- Update to Railroad Inventory Reports for Each Crossing
- Notice of Intent (NOI)
- Notice of Establishment (NOE)

Therefore, since these are considered post design services, these are excluded as part of this proposal and will be considered additional services.

Task 7: Post Design Services

Task 7A. Bidding Support – Pond will assist the city in preparing responses to bidder's questions during the bidding period. Pond will also support up to (2) addenda during bidding process.

Task 7B. Construction Support – Pond will respond in writing to (3) reasonable and appropriate contractor's request for information (RFI) made in accordance with the Contract Documents and issue necessary clarifications and interpretations for design related elements.

- Pond will attend (1) on-site Pre-Construction Meeting conducted by the City before the start of construction. Pond will attend up to (9) construction coordination meetings via Microsoft Teams.

- Pond will review Shop Drawings, which the Contractor is required to submit, for general conformance with construction plans, current GDOT Standard Specifications, and maintaining agency preferences. No CEI services nor material testing will be included.

Schedule

Pond has estimated that *Task 1* through *Task 6* listed above can be completed within (12) months, following Notice to Proceed (NTP) from the City of Lawrenceville and completion of survey/SUE services. Please note that this schedule timeframe is also dependent on subconsultant scheduling and agency review times, including the City of Lawrenceville, GDOT, and CSX Railway. Please note that agreements and permitting will likely extend beyond this timeframe. Phase 7 Post Design Services are excluded from this schedule.

ASSUMPTIONS:

The design plans will be prepared as a locally funded project. All railroad review and permitting fees are the responsibility of the City of Lawrenceville.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Update to Railroad Inventory Reports for Each Crossing
- Notice of Intent (NOI)
- Notice of Establishment (NOE)
- Traffic Analysis
- Traffic Data Collection
- GDOT Design Traffic Forecasting Manual

- GDOT Plan Development Process (PDP)
- GDOT Office of Planning Design Traffic
- Geotechnical Services
- Geometric Improvements Beyond 4th Leg Addition and WB RT Lane (As/If Needed)
- ITS/Signal Communications Plans
- Lighting Plans
- Landscaping Plans
- Utility Design/Relocation Plans (Beyond Inserting Utility Owner Mark-Ups)
- Right of Way Staking
- Staging Plans
- Tree Removal/Recompense Plans
- Subsurface Utility Engineering (SUE) QL-A Services
- Additional Meetings
- MS4 Analysis/Documentation
- Environmental Permitting
- Environmental Services
- Hydraulic Evaluation Services
- Right of Way Acquisition Services
- Structural Design and/or Analysis
- Railroad PE Review, Construction, and/or Permitting Fees
- Railroad Construction Agreement
- Railroad Real Estate Agreement
- Pay Application Review
- Materials Testing
- Construction Engineering and Inspection
- Council Presentations
- As-builts
- Concept Report

PROFESSIONAL FEES:
Pond proposes to accomplish *Task 1* through *Task 7* for a Lump Sum total of **$196,687.00.** A breakdown of each task is included in the man-hour estimate, per the rate schedule and terms within the City of Lawrenceville Architectural & engineering Consulting Services (RP002-26) contract.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you would like to discuss or modify the scope please contact me at FangmannR@pondco.com or via phone at (678) 336-7740.

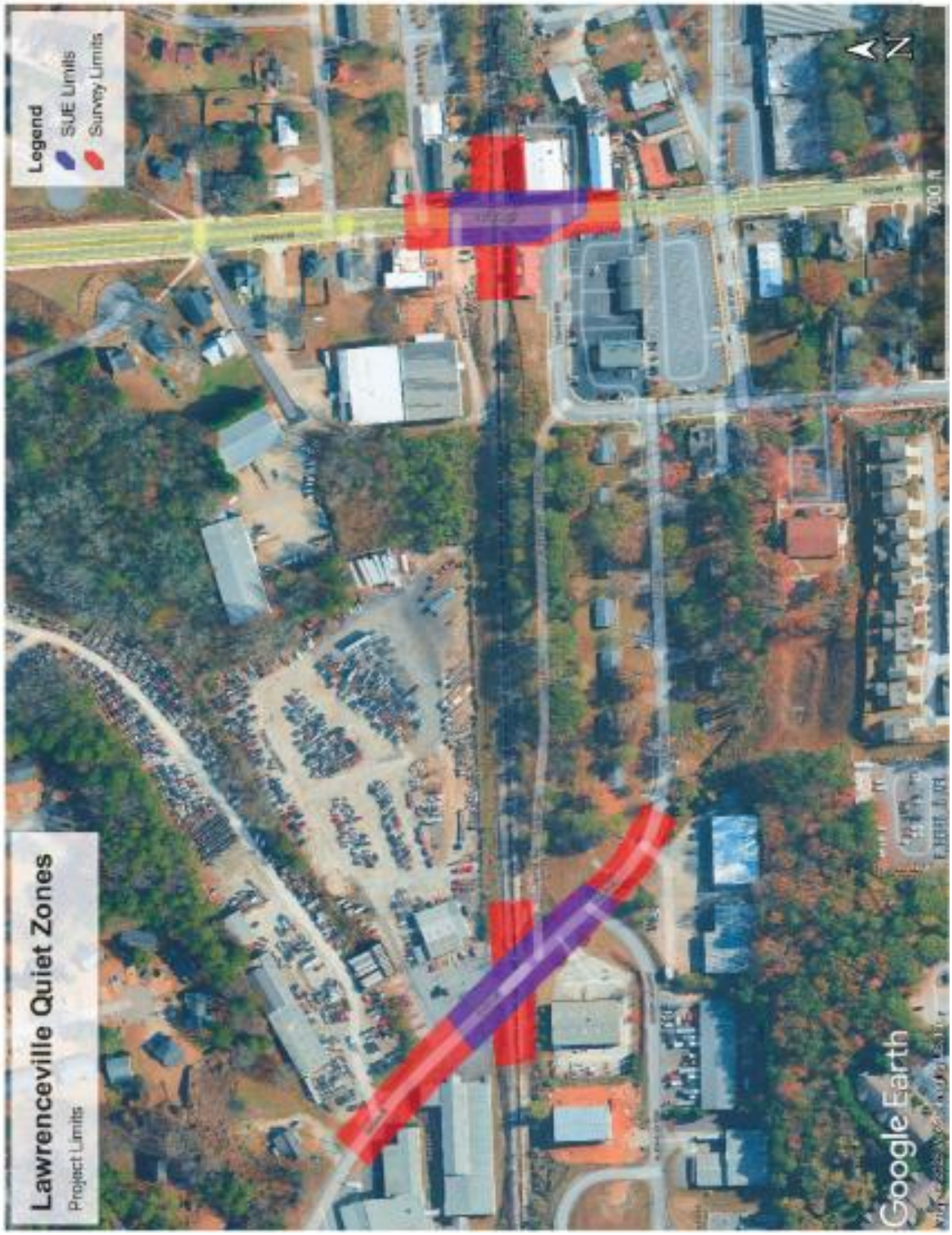
Sincerely,

POND & COMPANY

Richard Fangmann, PE, PTOE
Vice-President

Zach Puckett, PE, IMSA II
Director of Traffic Engineering and Design

Exhibit A


Legend
SUE Limits
Survey Limits
Lawrenceville Quiet Zones
Project Limits
Google Earth

City of Lawrenceville

QZ Design
Preliminary through Final
Project Length 0 miles

SUMMARY BY PHASE

COST AMOUNT OF CONTRACT PROPOSAL
10/22/2026

		PHASE AMOUNTS
Phase 1 Project Management and Coordination	$	14,464.00
Phase 2 Database Preparation	$	52,554.00
Phase 3 Preliminary Design	$	50,977.00
Phase 4 ROW Plans	$	10,006.00
Phase 5 Final Design	$	21,447.00
Phase 6 Railroad Coordination	$	31,745.00
Phase 7 Post Design Services	$	15,494.00
TOTAL DESIGN COST FOR ALL SEGMENTS	**$**	**196,687.00**

City of Lawrenceville

Phase 1 Summary

PROJECT: QZ Design Preliminary through Final

Phase 1

Project Management and Coordination — Assumes (12) months

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	4	$ 318.00	$ 1,272.00	
PROJECT MANAGER	68	$ 194.00	$ 13,192.00	
SENIOR ENGINEER	0	$ 218.00	$ -	
ENGINEER	0	$ 175.00	$ -	
LANDSCAPE ARCHITEC	0	$ 110.00	$ -	
SENIOR LANDSCAPE AF	0	$ 165.00	$ -	
		$ -		
		$ 110.00		
		$ 165.00		
TOTAL DIRECT LABOR	72 Manhours			**$ 14,464.00**

DIRECT COSTS (SPECIFY):			
ITEM	**UNIT COST**	**QUANTITY**	**TOTALS**
MILEAGE	$ 0.72	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):			
SUB CONSULTANT			**TOTALS**
			$ -
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 14,464.00**

City of Lawrenceville

Phase 1 Detail

PROJECT: QZ Design Preliminary through Final

Phase 1

Project Management and Coordination

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	LANDSCAPE ARCHITECT	SENIOR LANDSCAPE ARCHITECT	TOTAL	% OF TOTAL HOURS
Project Management										
Client Meetings	12 monthly meetings, includes preparation		4	12					16	22.2%
Kickoff Meeting				2					2	2.8%
Internal Meetings	Assumed 1/Month 12 Months			12					12	16.7%
Project Management	Invoicing Coordination			24					24	33.3%
QAQC	Quality Assurance			6					6	8.3%
Review Submittals				12					12	16.7%
~~Railroad~~										
~~MARTA~~										
~~LA Coordination and Meetings~~										
~~Developer Coordination~~										
TOTALS		0	4	68	0	0	0	0	72	100.0%

City of Lawrenceville

Phase 2 Summary

PROJECT: QZ Design Preliminary through Final

Phase 2

Database Preparation Assumes (2) months

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	0	$ 318.00	$ -	
PROJECT MANAGER	4	$ 194.00	$ 776.00	
SENIOR ENGINEER	16	$ 218.00	$ 3,488.00	
ENGINEER	0	$ 175.00	$ -	
SUVEYOR, PROJECT	0	$ 120.82	$ -	
SURVEY, CREW	0	$ 131.33	$ -	
ADMINISTRATIVE	0	$ 95.00	$ -	
SENIOR LANDSCAPE AF	0	$ 165.00	$ -	
LANDSCAPE ARCHITEC	0	$ 110.00	$ -	

TOTAL DIRECT LABOR	20 Manhours	**$**	**4,264.00**

DIRECT COSTS (SPECIFY):

ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.72	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
MEALS	$ -	2	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
Survey Services			$ 30,690.00
SUE QL-B			$ 3,300.00
SUE QL-A Allowance			$ 14,300.00
		Subconsultant Sub Total	$ 48,290.00
		COST AMOUNT FOR PHASE	**$ 52,554.00**

City of Lawrenceville
Phase 2 Detail

PROJECT: QZ Design Preliminary through Final 320
Phase 2
Database Preparation

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	SUVEYOR, PROJECT	SURVEY CREW	ADMINISTRATIVE	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	0	0	SR LA 0	LA 0	0	0	TOTAL	% OF TOTAL HOURS
ROADWAY																			
Site Visit				4	4													8	40.0%
Data Gathering					8													8	40.0%
SURVEY																			
Validate/Convert survey					4													4	20.0%
Traffic																			
Environmental																			
TOTALS		0	0	4	16	0	0	0	0	0	0	0	0	0	0	0	0	20	100.0%

City of Lawrenceville

Phase 3 Summary

PROJECT: QZ Design Preliminary through Final

Phase 3

Preliminary Design — Assumes (6) months

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	0	$ 318.00	$ -	
PROJECT MANAGER	2	$ 194.00	$ 388.00	
SENIOR ENGINEER	98	$ 218.00	$ 21,364.00	
ENGINEER	167	$ 175.00	$ 29,225.00	
SENIOR LANDSCAPE AF	0	$ 165.00	$ -	
LANDSCAPE ARCHITEC	0	$ 110.00	$ -	
ADMINISTRATIVE	0	$ 95.00	$ -	

TOTAL DIRECT LABOR	267 Manhours	**$**	**50,977.00**

DIRECT COSTS (SPECIFY):

ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.67	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
			$ -
			$ -
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 50,977.00**

City of Lawrenceville
Phase 3 Detail

PROJECT: QZ Design Preliminary through Final
Phase 3
Preliminary Design

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
ROADWAY DESIGN											
Horizontal Alignments					4	8				12	4.5%
Typical Sections					2	4				6	2.2%
Vertical Alignments					8	24				32	12.0%
Plan View Layout					10	40				50	18.7%
Driveway Profiles					2	4				6	2.2%
Drainage Design					24					24	9%
Cross Sections					4	8				12	4.5%
~~Prepare Staging Plans~~					0	0					
~~Prepare Lighting Plans~~					0	0					
Prepare Signing and Marking Plans					4	12				16	6.0%
~~Prepare Signal Plans~~					0	0					
~~Prepare ITS/ATMS Plans~~											
~~Prepare preliminary tree protection and replacement plans~~											
~~Prepare park and landscape plan concept~~											
~~Prepare plant, site furnishings, hardscapes pallette~~											
Prepare Wall Envelopes					2	8				10	3.7%
~~Prepare Bridge Plans~~											
Erosion Control Plans					4	8				12	4.5%
Drainage Layout/Profiles					1	3				4	1.5%
Cross Sections					3	6				9	3.4%
Utility Plans					2	4				6	2.2%
Utility Coordination	1st Submission				4	16				20	7.5%
Cost Estimate					4	12				16	6.0%
PFPR Meeting	Virtual			2	2	2				6	2.2%
QC					12					12	4.5%
Address QC					4	8				12	
Backcheck					2					2	0.7%
TOTALS		0	0	2	98	167	0	0	0	267	95.5%

City of Lawrenceville

Phase 4 Summary

PROJECT: QZ Design Preliminary through Final

Phase 4

ROW Plans — Assumes (1) month

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	0	$ 318.00	$ -	
PROJECT MANAGER	0	$ 194.00	$ -	
SENIOR ENGINEER	17	$ 218.00	$ 3,706.00	
ENGINEER	36	$ 175.00	$ 6,300.00	
SENIOR LANDSCAPE AF	0	$ 165.00	$ -	
LANDSCAPE ARCHITEC	0	$ 110.00	$ -	
ADMINISTRATIVE	0	$ 95.00	$ -	

TOTAL DIRECT LABOR	53 Manhours	**$ 10,006.00**

DIRECT COSTS (SPECIFY):

ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.72	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
			$ -
			$ -
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 10,006.00**

City of Lawrenceville
Phase 4 Detail

PROJECT: QZ Design Preliminary through Final
Phase 4
ROW Plans

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
ROADWAY DESIGN											
R/W Cover					2	4				6	11.3%
R/W Plan Sheets					6	16				22	41.5%
R/W Description/Table Sheets					4	8				12	22.6%
R/W Revisions					4	4				8	15.1%
Legal Descriptions					1	4				5	9.4%
TOTALS		0	0	0	17	36	0	0	0	53	100.0%

City of Lawrenceville

Phase 5 Summary

PROJECT: QZ Design Preliminary through Final

Phase 5

Final Design — Assumes (2) months

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	0	$ 318.00	$ -	
PROJECT MANAGER	2	$ 194.00	$ 388.00	
SENIOR ENGINEER	38	$ 218.00	$ 8,284.00	
ENGINEER	73	$ 175.00	$ 12,775.00	
SENIOR LANDSCAPE AF	0	$ 165.00	$ -	
LANDSCAPE ARCHITEC	0	$ 110.00	$ -	
ADMINISTRATIVE	0	$ 95.00	$ -	

TOTAL DIRECT LABOR	113 Manhours	**$**	**21,447.00**

DIRECT COSTS (SPECIFY):

ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.72	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
			$ -
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 21,447.00**

City of Lawrenceville

Phase 5 Detail

PROJECT: QZ Design Preliminary through Final

Phase 5

Final Design

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
ROADWAY											
Finalize Horizontal Alignments					2	2				4	3.5%
Finalize Typical Sections					1	2				3	2.7%
Finalize Vertical Alignments					1	1				2	1.8%
Finalize Plan View Layout					4	4				8	7.1%
Finalize Driveway Profiles					1	2				3	3%
Finalize Drainage Design					4	8				12	10.6%
Finalize Cross Sections					2	6				8	7.1%
~~Finalize Staging~~					0	0					
~~Finalize Lighting Plans~~					0	0					
Finalize Signing and Marking Plans					4	8				12	10.6%
~~Finalize Signal Plans~~					0	0					
~~Finalize ITS/ATMS Plans~~											
~~Finalize Landscaping Plans~~											
Finalize Wall Envelopes					2	4				6	5.3%
~~Finalize Bridge Plans~~											
Finalize Erosion Control Plans					2	4				6	5.3%
Utility Plans					2	8				10	8.8%
Utility Coordination	2nd Submission				8	16				24	21.2%
Cost Estimate					3	6				9	8.0%
FFPR Meeting				2	2	2				6	5.3%
TOTALS		0	0	2	38	73	0	0	0	113	100.0%

City of Lawrenceville

Phase 6 Summary

PROJECT: QZ Design Preliminary through Final

Phase 6

Railroad Coordination — Assumes (12) months

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	10	$ 318.00	$ 3,180.00	
PROJECT MANAGER	20	$ 194.00	$ 3,880.00	
SENIOR ENGINEER	45	$ 218.00	$ 9,810.00	
ENGINEER	85	$ 175.00	$ 14,875.00	
SENIOR LANDSCAPE AF	0	$ 165.00	$ -	
LANDSCAPE ARCHITEC	0	$ 110.00	$ -	
ADMINISTRATIVE	0	$ 95.00	$ -	
TOTAL DIRECT LABOR	160 Manhours			**$ 31,745.00**

DIRECT COSTS (SPECIFY):

ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.72	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):

SUB CONSULTANT			TOTALS
			$ -
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 31,745.00**

City of Lawrenceville

Phase 6 Detail

PROJECT: QZ Design Preliminary through Final

Phase 6

Railroad Coordination

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
ROADWAY											
Rialroad Coordination			10	20	45	85				160	100.0%
TOTALS		0	10	20	45	85	0	0	0	160	100.0%

City of Lawrenceville

Phase 7 Summary

PROJECT: QZ Design Preliminary through Final

Phase 7

Post Design Services — Assumes Construction schedule

PERSONNEL	EST. HOURS	RATE/HR.	COST $	TOTALS
PRINCIPAL	3	$ 318.00	$ 954.00	
PROJECT MANAGER	20	$ 194.00	$ 3,880.00	
SENIOR ENGINEER	20	$ 218.00	$ 4,360.00	
ENGINEER	36	$ 175.00	$ 6,300.00	
SENIOR LANDSCAPE AF	0	$ 165.00	$ -	
LANDSCAPE ARCHITEC	0	$ 110.00	$ -	
ADMINISTRATIVE	0	$ 95.00	$ -	
TOTAL DIRECT LABOR	79 Manhours			**$ 15,494.00**

DIRECT COSTS (SPECIFY):			
ITEM	UNIT COST	QUANTITY	TOTALS
MILEAGE	$ 0.72	0	$ -
REPRODUCTION	$ 150.00	0	$ -
MAIL & DELIVERY	$ 50.00	0	$ -
TRAVEL	$ -	0	$ -
			$ -
		Direct Cost Total	**$ -**

SUBCONSULTANTS (LIST):			
SUB CONSULTANT			TOTALS
			$ -
			$ -
		Subconsultant Sub Total	$ -
		COST AMOUNT FOR PHASE	**$ 15,494.00**

City of Lawrenceville

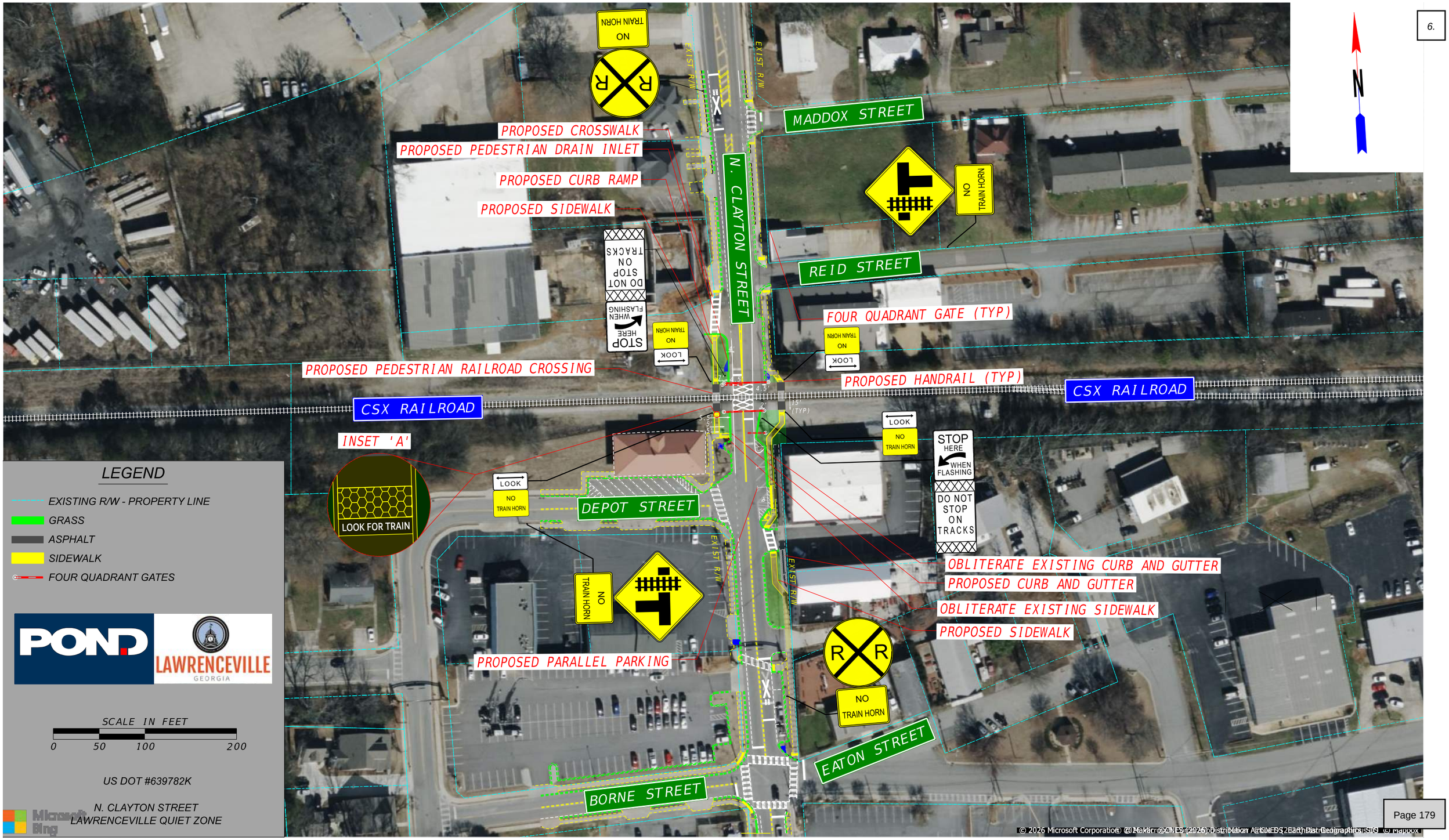
Phase 7 Detail

PROJECT: QZ Design Preliminary through Final

Phase 7

Post Design Services

TASKS	Assumptions	No. of SHT	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	SENIOR LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ADMINISTRATIVE	TOTAL	% OF TOTAL HOURS
ROADWAY											
RFIs	assumes (3)		1	3	3	6				13	16.5%
Bidding Support	assumes answering questions		1	8	8	12				29	36.7%
Site Meeting											
Coordination Meetings	Assumes (9) virtual		1	9	9	18				37	46.8%
TOTALS		0	3	20	20	36	0	0	0	79	100.0%


N
TRAIN HORN NO
EXIST R/W
PROPOSED CROSSWALK
PROPOSED PEDESTRIAN DRAIN INLET
PROPOSED CURB RAMP
PROPOSED SIDEWALK
MADDOX STREET
N. CLAYTON STREET
NO TRAIN HORN
REID STREET
STOP HERE WHEN FLASHING
DO NOT STOP ON TRACKS
FOUR QUADRANT GATE (TYP)
TRAIN HORN NO
LOOK
PROPOSED PEDESTRIAN RAILROAD CROSSING
PROPOSED HANDRAIL (TYP)
CSX RAILROAD
INSET 'A'
LOOK FOR TRAIN
LOOK
NO TRAIN HORN
DEPOT STREET
STOP HERE WHEN FLASHING
DO NOT STOP ON TRACKS
OBLITERATE EXISTING CURB AND GUTTER
PROPOSED CURB AND GUTTER
OBLITERATE EXISTING SIDEWALK
PROPOSED SIDEWALK
PROPOSED PARALLEL PARKING
EATON STREET
BORNE STREET
LEGEND
EXISTING R/W - PROPERTY LINE
GRASS
ASPHALT
SIDEWALK
FOUR QUADRANT GATES
POND
LAWRENCEVILLE
GEORGIA
SCALE IN FEET
0 50 100 200
US DOT #639782K
N. CLAYTON STREET
LAWRENCEVILLE QUIET ZONE
Microsoft Bing
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MALTBIE ST

PROPOSED CURB AND GUTTER

PROPOSED CURB RAMP

PROPOSED SIDEWALK

PROPOSED PEDESTRIAN RAILROAD CROSSING

PROPOSED DRAIN INLET, DRAIN PIPE AND HEADWALL

INSET 'A'

LOOK FOR TRAIN

CSX RAILROAD

CSX RAILROAD

EXIST R/W

EXIST R/W

EXIST R/W

EXIST R/W

R R R R

NO TRAIN HORN

NO TRAIN HORN

NO TRAIN HORN

LOOK

NO TRAIN HORN

LOOK

NO TRAIN HORN

LOOK

NO TRAIN HORN

STOP HERE WHEN FLASHING

DO NOT STOP ON TRACKS

STOP HERE WHEN FLASHING

DO NOT STOP ON TRACKS

R R

NO TRAIN HORN

R R

NO TRAIN HORN

NO TRAIN HORN

FOUR QUADRANT GATE (TYP)

DRAIN INLET

PROPOSED CROSSWALK (TYP)

MALTBIE IND

MALTBIE ST

5' (TYP)

4.5'

8.5'

4.5'

5' (TYP)

4.5'

N

LEGEND

- EXISTING R/W - PROPERTY LINE
- GRASS
- ASPHALT
- SIDEWALK
- FOUR QUADRANT GATES

POND

LAWRENCEVILLE GEORGIA

SCALE IN FEET

0 50 100 200

US DOT #639783S

MALTBIE STREET
LAWRENCEVILLE QUIET ZONE

Microsoft Bing

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LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: CONSENT AGENDA

Item:	Professional Services for Impaired Waters Plan Update
Department:	Engineering
Date of Meeting:	Tuesday, November 17, 2026
Fiscal Impact:	$188,465.00
Presented By:	Eranildo Lustosa Alves Junior, City Engineer
Action Requested:	Award Professional Services for Impaired Waters Plan to Hazen and Sawyer, amount not to exceed $188,465.00.

Summary: The City of Lawrenceville plans to update the Impaired Waters Plan, a Municipal Separate Storm Sewer System (MS4) Permit requirement.

The City of Lawrenceville has requested Hazen and Sawyer to provide professional services for the Impaired Waters Plan Update. The scope includes:

- Task 1: Impaired Waters Monitoring Plan
- Task 2: Impaired Waters Implementation Plan
- Task 3: Impaired Waters Plan Report

The terms, conditions, and approved hourly rates between Hazen and Sawyer and the City of Lawrenceville are documented in Consulting Contract for Architectural and Engineering Consulting Services on an Annual Contract (RP002-26) dated April 28, 2026.

Fiscal Impact: Amount not to exceed $188,465.00. This project is funded by IMPAIRED WATERS PLAN Project 25-012.

Attachments/Exhibits:

- Lawrenceville – Impaired Waters Plan Update – Proposal submitted 20260930.pdf

Hazen and Sawyer
211 Perimeter Center Parkway, Suite 300
Atlanta, GA 30346 • 404.459.6363

September 30, 2026

Madison Smith
Stormwater Coordinator
City of Lawrenceville
435 W Pike Street
Lawrenceville, GA 30046

Re: City of Lawrenceville Architectural and Engineering Consulting Services
RP002-26 Agreement
Project: Impaired Waters Plan Update
Letter Proposal

Dear Madison:

Hazen and Sawyer (Hazen) is pleased to submit the following letter proposal to the City of Lawrenceville (City) to perform an update to the City's Impaired Waters Plan (IWP). This work will be performed under the City's RP002-26 Architectural and Engineering Consultant Services on an Annual Contract.

Project Understanding

The project objective is to further develop the City's Impaired Waters program and demonstrate water quality improvements to their citizens. The City is required to develop and implement an IWP under its Municipal Separate Storm Sewer System (MS4) Permit that addresses pollutants of concern for Georgia 305(b)/303(d) listed impaired waters. The City has five reaches that are listed on Georgia Environmental Protection Division's (GAEPD) approved 305(b)/303(d) impaired waters list, as shown in Table 1. The primary pollutants of concern are E Coli and Biota Impacted - Fish Community (Bio F).

Table 1. City of Lawrenceville Impaired Waters

Impaired Waters	Pollutant of Concern
Pew Creek	Bio F, E Coli
Little Suwannee Creek	Bio F
Shoal Creek	E Coli
Pughs Creek	Bio F, E Coli
Yellow River	E Coli

Job no

The City has requested Hazen to review and update their Impaired Waters program, which currently consists of impaired waters monitoring and annual reporting. The IWP requires both an Impaired Waters Monitoring Plan and an Impaired Waters Implementation Plan to address impairments. The City

requested Hazen to review and analyze the water quality data collected to date, evaluate trends, and develop an Impaired Waters Implementation Plan as required by the MS4 Permit. An Implementation Plan will consist of proposed Best Management Practices (BMPs) and retrofits of existing practices to reduce pollutants of concern in the impaired reaches. The existing plan is primarily focused on water quality monitoring. This IWP update will include water quality monitoring of impaired reaches, with an increased focus on assessing the potential pollutant sources and making recommendations on types and locations of best management practices (BMPs) within the impaired watersheds that can be incorporated into the City's Capital Improvement Program (CIP). Programmatic BMP recommendations that can be incorporated into the City's MS4 program will also be considered.

Scope of Work

To accomplish this effort, Hazen will provide the following services:

- Task 1: Impaired Waters Monitoring Plan
- Task 2: Impaired Waters Implementation Plan
- Task 3: Impaired Waters Plan Report

Task 1: Impaired Waters Monitoring Plan

Hazen will review and update the City's Impaired Waters Monitoring Plan and perform one year of water quality monitoring to support the IWP under Task 1.

Task 1.1 Impaired Waters Monitoring Plan Updates

The Impaired Waters Monitoring Plan will include a review of the City's MS4 permit, IWP, and total maximum daily load (TMDL) monitoring requirements. GAEPD 2026 draft 303(d) list will be compared with the current City monitoring plan.

Hazen will review the previous monitoring plan and locations to see if further adjustments are needed for the Impaired Waters Monitoring Plan. Watershed boundaries, existing BMPs, stormwater GIS data, impervious data, and other related GIS data will be reviewed to assess monitoring locations.

After a review of the previous IWP, the latest 303(d) list, and the overall watershed data, Hazen will update and submit the Impaired Waters Monitoring Plan to the City for approval. A monitoring schedule will also be included with the monitoring plan.

Hazen will also update monitoring guidance and site maps for field use and reporting purposes as needed.

Task 1.2 Analysis of previous Water Quality Monitoring Data

Sampling was previously performed by others in support of the City's IWP. This data provides critical information on the extent of impairment and water quality trends over time and will be useful for watershed and BMP prioritization efforts under the Impaired Waters Implementation Plan (Task 2).

Hazen will initially compile all available water quality data previously collected for impaired stream reaches. The data will be analyzed and trends will be compiled and summarized for the City.

Task 1.3 Impaired Waters Field Monitoring and Testing

Hazen will conduct monitoring at each of the agreed upon monitoring locations and according to the agreed upon monitoring plan from Task 1.1. Required sampling events are split into two seasons (November through April, May through October).

Hazen will perform the required wet weather sampling events over a 12 month period beginning shortly after the Notice to Proceed. Wet weather monitoring will consist of a manual grab sample for bacteria. A wet weather event will be defined as a storm occurring after at least three antecedent dry days, with at least 0.25 inches of rainfall. Rainfall will be monitored and precipitation data will be recorded for each sampling event using the Gwinnett County Airport rain gage.. Hazen will coordinate with a local laboratory to perform the sample testing to GAEPD standards. The field team will record date, time, location, name(s) of field personnel, weather conditions, visual observations, and other pertinent information on a field log for each sampling event.

Samples will be collected from flowing water, 8 to 12 inches beneath the surface or mid-depth of the water column, depending upon the depth of flow. Care will be taken to avoid disturbing sediments upstream or in the vicinity of the sampling point prior to the sample being taken. Bacteria. Sampling will be conducted according to standard procedures. Grab samples will be collected using an extension pole with sterilized sample jar. Sealed, sterilized sample bottles will be provided by the lab. Samples will be stored in an iced cooler and be maintained on ice during transportation to the lab. Samples will be delivered to the laboratory during business hours and within the required holding time. Monitoring results will be presented in a Field Monitoring and Testing Summary Memo Results will be reported in units of MPN/100 mL.

Task 1 Assumptions

- The Monitoring plan will be in accordance with the Metro Water District Standards and GAEPD Methodologies for Surface Water Monitoring.
- The Hazen team will conduct one preliminary field visit to assess all monitoring stations and prepare for sampling events.
- A single rain event may not produce sufficient runoff to collect a sample at all monitoring stations. More than one field mobilization may be required in order to collect a full set of samples for that monitoring period.
- Specific sampling dates will be selected based on weather conditions and other factors.
- Sampling will not be performed at sites which are inaccessible due to vegetation overgrowth or which cannot be accessed safely by field staff. The City will ensure all monitoring sites are maintained in a safe and accessible condition.

- For the purposes of Biota F assessments, Total Suspended Solids (TSS) monitoring will be performed as a surrogate for conducting fish and macroinvertebrate studies. Sediment is the primary driver of impacts to fish and macroinvertebrates, and TSS monitoring will provide a sufficient indicator of levels of impairment.
- Data and trend analysis of bacteria monitoring data will be limited to *E. Coli* indicator data from the last 5 years.
- All labs used for water quality testing will be GAEPD certified.

Task 1 Meetings

- Kickoff Meeting
- Impaired Waters Monitoring Plan Meeting
- Impaired Waters Monitoring Review Meeting

Task 1 Deliverables

- Impaired Waters Monitoring Plan (PDF)
- Laboratory Reports with Chains of Custody and field logs
- Field Monitoring and Testing Summary Memo (PDF)
- Agendas and summaries from all meetings (PDF and/or Email)

Task 2: Impaired Waters Implementation Plan

The Impaired Waters Implementation Plan will assess using proposed prioritized structural and non-structural BMPs to reduce pollution. A desktop watershed assessment will be performed to determine which watersheds should be prioritized. Potential BMP opportunities will be sited, assessed and ranked, and the Top 5 conceptual BMPs with the highest scores will be developed into Concept Designs and recommended for future implementation.

Task 2.1 Watershed Assessment and Prioritization

Hazen will perform a desktop analysis utilizing key City, County, and publicly available GIS datasets along with previous monitoring data to develop sub-watershed health scores based on pollutants of concern. The watersheds within the City limits will be delineated into 1-square mile sub-watersheds to allow for a more homogenous sub-watershed condition and comparison when determining prioritization areas for proposed BMPs.

The following GIS datasets will be referenced to develop the scores: Impervious Area (City), floodplains (FEMA), National Wetlands Inventory (USACE), sanitary sewer stream crossings (County), impervious

area (County), soils (NRCS), septic system parcels (City), LiDAR DEM (County), 303(d) listed streams (City), and tree canopy (City).

Previous monitoring results will be incorporated into the sub-watershed scores.

Task 2.2 BMP Siting, Selection, and Prioritization

Hazen will work with City staff to develop BMP siting and screening criteria to identify and prioritize BMP opportunities within the city. Criteria such as City-owned property, retrofit opportunities, infiltration practices, public outreach opportunities, and pollution reduction will be assessed along with other criteria. Hazen will perform a desktop analysis to screen parcels and develop a prioritized list of potential parcels for BMPs. Upstream E. Coli and TSS hot spots from Task 1 will be considered for potential BMP treatment.

Following the parcel screening, Hazen will conduct site visits to identify BMP opportunities onsite, including evaluating existing BMPs for retrofit opportunities. Hazen will assess existing BMPs within the impaired watersheds designed prior to 2016 for potential to retrofit, which are typically Wet and Dry Detention Ponds. BMPs will be evaluated compared to the current (post-2016) GSMM standards.

If feasible, there will be a minimum of 2 proposed structural BMPs for each of the five impaired watersheds. Both structural and non-structural BMPs will be evaluated. The following are examples of the types of BMPs that may be evaluated based on the specific parcel opportunities:

- Structural – Stream restoration, Regenerative Stormwater Conveyance, Bioretention, Enhanced Dry Swales, Constructed Wetlands, BMP retrofits.
- Non-Structural – pet waste stations, educational signage, public outreach, conservation.

Up to 20 structural BMP locations will be identified and scored based on key factors such as estimated pollution reduction impact, feasibility of construction, cost to implement/construct, ease of maintenance, and public visibility. If feasible, a minimum of 10 of those locations will be BMP retrofits. Locations that can serve as demonstration projects to address treatment of upstream areas that include large commercial, industrial or institutional land use complexes will be prioritized. Hazen will work with the City to determine the BMP scoring criteria.

Pollution reduction benefits for BMP retrofits will be assessed based on the difference between the estimated treatment capacity of the current BMP and the proposed treatment capacity of the proposed BMP from the GSMM.

Task 2.4 BMP Concept Design Development (Top 12)

The highest scoring BMP retrofits and new proposed BMPs in each impaired watershed (12 total) will be further advanced to a 15% concept for future design and construction. A minimum of 8 proposed BMP retrofits will be included, if feasible.

Hazen will develop concept design 11-inch by 17-inch GIS cut sheets for the selected twelve (12) BMP opportunities confirmed by the City. The concept designs will include, but are not limited to, the following elements:

- Existing site conditions photos
- Conceptual planimetric BMP layout
- Narrative describing existing and proposed conditions
- Construction and maintenance considerations
- Permitting requirements
- Conceptual level construction cost estimate for construction

A technical memo will be developed documenting the BMP screening, siting and selection process along with the BMP opportunities considered but not advanced. The recommended project implementation order will be provided with the technical memo.

Task 2 Assumptions

- Hazen will utilize publicly available data and data provided by the City.
- Only publicly-owned parcels will be visited as part of the BMP siting field investigations, unless no suitable parcels are available within an impaired watershed.
- Hazen will identify structural BMP opportunities from the GSMM, latest edition.
- A total of twelve (12) proposed BMP 15% concepts with summary 11-inch by 17-inch GIS cut sheets will be provided. Up to eight (8) of those will be BMP retrofits, if feasible.
- Existing GIS data and topographic survey data provided by the City will be used to prepare the Concept Designs. No new data will be gathered under this task. The City will provide record drawings, geotechnical investigation reports, and/or hydrologic and hydraulic (H&H) models if available for each site.

Task 2 Meetings

- Impaired Waters Implementation Plan Meeting
- BMP Siting, Selection, and Prioritization Meeting
- BMP Concept Design Meeting

Task 2 Deliverables

- Watershed Assessment and Prioritization Results Map (PDF)
- BMP Siting, Selection, and Prioritization Table (PDF)

- Concept Design Cut Sheets (Count: 12) (PDF)
- Impaired Waters Implementation Plan (PDF)
- Agendas and summaries from all meetings (PDF and/or Email)

Task 3: Impaired Waters Plan Report and Workshop

The IWP Report will provide an overall summary that includes the Impaired Waters Monitoring Plan and Impaired Waters Implementation Plan. Hazen will streamline portions of the IWP which are included in the MS4 Annual Report. The Field Monitoring and Testing Summary Memo summarizing the monitoring conducted during the permit year will be provided, along with notes on the results of the monitoring data.

Hazen will also conduct a staff workshop on IWP, including monitoring program, maintaining WQ data, BMP implementation.

Task 3 Assumptions

- This proposal does not include future updates to the Impaired Waters Plan in following years that would include new monitoring data and any new Georgia 305(b)/303(d) listed impaired waters. That work would be performed under a separate task order.

Task 3 Meetings

- Impaired Waters Plan Report Meeting
- Staff Workshop

Task 3 Deliverables

- Agendas and summaries from all meetings (PDF/Email)
- Impaired Waters Plan Report (PDF)

Project Team

The following organization chart identifies anticipated key City and Hazen staff for the project. David Hostetler will serve as Hazen's Project Manager and be responsible for managing and administering the project. Project team resumes are available upon request.

Name	Organization	Role
Madison Smith	City	Project Manager
Alan Bowling	Hazen	Principal
David Hostetler	Hazen	Project Manager
Gabrielle Skipper	Hazen	Technical Support & QA/QC
Ashley Kinsey	Hazen	Senior Engineer
Matthew Jones	Hazen	Subject Matter Expert
Andrew Anderson	Hazen	Subject Matter Expert

Schedule

This Task Order is estimated to be completed over a 13-month duration based upon the anticipated schedule shown below. Any significant schedule changes will be communicated with the City.

Task	Duration (months)	1	2	3	4	5	6	7	8	9	10	11	12	13
Task 1: Impaired Waters Monitoring Plan	13													
Task 2: Impaired Waters Implementation Plan	5													
Task 3: Impaired Waters Plan Report	13													

Compensation

Compensation for the Scope of Services outlined above will be in accordance with the terms specified in Hazen's Architectural and Engineering Consultant Services on an Annual Contract Agreement with a maximum not to exceed amount of $188,465. Work in excess of this limit will not commence without prior written approval from City. A cost summary estimated by task is provided below; a work breakdown structure is attached.

Task	Hours	Labor Budget	Expenses	Total Budget
Task 1: Impaired Waters Monitoring Plan	295	$47,295	$2,650	$49,945
Task 2: Impaired Waters Implementation Plan	586	$111,505	--	$111,505
Task 3: Impaired Waters Plan Report	129	$27,015	--	$27,015
Total:	**1,010**	**$185,815**	**$2,650**	**$188,465**

Please call me or David Hostetler if you have any questions regarding this proposal. We look forward to working with you on this project.

Regards,

Alan Bowling, PE
Associate Vice President

cc: David Hostetler, Ashley Kinsey, Gabrielle Skipper
Attachments: Project Budget Breakdown

Lawrenceville Impaired Waters Plan

Task	Task Description		HAZEN Bowling, Alan	HAZEN Jones, Matthew	HAZEN Anderson, Andrew	HAZEN Hostetler, David	HAZEN Skipper, Gabrielle	HAZEN Kinsey, Ashley	HAZEN Gao, Mengqiao	HAZEN Cherono, Janice	Total Hours	Total Labor Costs	Other Direct Costs
			Principal in Charge	Principal in Charge	Engineer, Senior	Project Manager	Engineer, Senior	Engineer, Senior	Engineer, Associate	Engineer, Associate			
		2026 Billing Rate	$275.00	$275.00	$210.00	$250.00	$210.00	$210.00	$125.00	$125.00			
	Sub-task Description												
Task 1	**Impaired Waters Monitoring Plan**												
	Impaired Waters Monitoring Plan Update				2	4	12				18	$3,940.00	
	Analysis of previous WQ Monitoring Data				4	8	24	4		32	72	$12,720.00	
	Impaired Waters Field Monitoring and Testing					12	8		80	80	180	$24,680.00	$2,650.00
	Meetings		1			4	4	4			13	$2,955.00	
	PM Support					12					12	$3,000.00	
	Subtotal		1	0	6	40	48	8	80	112	295	$47,295.00	
			$275.00	$0.00	$1,260.00	$10,000.00	$10,080.00	$1,680.00	$10,000.00	$14,000.00		$47,295.00	
Task 2	**Impaired Waters Implementation Plan**												
	Watershed Assesment & Prioritization			1	4	10		32		48	95	$16,335.00	
	BMP Sitting, Selection and Prioritization (Up to 20)			1	4	32		48		48	133	$25,195.00	
	BMP Concept Design Development (Up to 12)		2	4	10	48		88		96	248	$46,230.00	
	Retrofit Assessments (Up to 8)		1	2	6	32		64		64			
	Other Structural BMPs		1	2	4	16		24		32			
	Impaired Waters Implementation Plan		2	2	6	20	4	30		16	80	$16,500.00	
	PM Support					18					18	$4,500.00	
	Meetings		1		1	4	2	4			12	$2,745.00	
	Subtotal		5	8	25	132	6	202	0	208	586	$111,505.00	
			$1,375.00	$2,200.00	$5,250.00	$33,000.00	$1,260.00	$42,420.00	$0.00	$26,000.00		$111,505.00	
Task 3	**IWP Report**												
	Report		1	4	12	16	40	24		16	113	$23,335.00	
	Staff Workshop					4	4	4			12	$2,680.00	
	PM Support					4					4	$1,000.00	
	Subtotal		1	4	12	24	44	28	0	16	129	$27,015.00	
			$275.00	$1,100.00	$2,520.00	$6,000.00	$9,240.00	$5,880.00	$0.00	$2,000.00		$27,015.00	
	GRAND TOTAL	**HRS**	7	12	43	196	98	238	80	336	1010	$185,815.00	**$188,465.00**
		$	$1,925.00	$3,300.00	$9,030.00	$49,000.00	$20,580.00	$49,980.00	$10,000.00	$42,000.00		$185,815.00	

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: CONSENT AGENDA

Item:	Ratification - Change Order for Raco Electric Upgrades
Department:	Electric Department
Date of Meeting:	Tuesday, November 17, 2026
Fiscal Impact:	$291,626.70
Presented By:	Adam Bigknife, Utilities Director
Action Requested:	Ratification of a $291,626.70 budget increase for the Raco Electric Upgrades project (06-036) through a change order with E&A Adventures. The increase covers additional boring required because of unforeseen rock encountered during construction.

Summary: The Electric Department requests Council's ratification of an increase to the project budget for the Raco Electric Upgrades project (06-036). During construction activities on Raco Drive, E&A Adventures encountered unforeseen rock that required additional boring to complete the planned electric improvements. Project budget remaining from Infrastructure Improvements (06-038) was approved to complete Raco Electric Upgrades project (06-036).

The additional work was necessary to complete the installation safely, maintain the project schedule, and achieve the project's intended scope. The City used its on-demand underground electric cable installation contractor under contract SB017-26 to perform the work. Because the change order increased the project cost beyond the City's $125,000 approval threshold, Council ratification is required.

Fiscal Impact: Funds are available within the Electric Department's capital program. The required additional funding of $291,626.70 is transferred from Infrastructure Improvements (06-038) to Raco Electric Upgrades (06-036).

Concurrences: Other departments, agencies, personnel, who agree and have formally supported.

Attachments/Exhibits:

- E_and_A_Adeventures_LLC_Change_Order_Internal__2_-_On_Demand_UG_Contract_05.29.2026.pdf
- E&A ADVENTURES, INC.253, 10.11.2026-RACO PROJECT..0001.PDF
- Invoice_257_from_E_and_A_Adventures_LLC.pdf

Docusign Envelope ID: 0EAB7941-861F-865D-8035-5089DDFE1DD0

CITY OF LAWRENCEVILLE
CONTRACT/PO CHANGE ORDER

Department: Electric Department Change Order #: 2

Project/PO: P.O.#261022 - On-Demand Underground Electric Distribution Cable Change Order Date: 05/11/2026

Contractor/Vendor: Vendor # 7093 - E and A Adeventures LLC

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
58	D	Ground Penetrating Radar (Private Locates) 10 times @ $600.00 per job site.	$6000.00
59	D	Hydro-Vac Per Hour (1 Person and First Dump Fee) 80 hours @ $341.70 per hour	$27,336.00
60	D	Additional Hydro-Vac Dump Fee (1 dump) 10 times @ $429.50	$4,295.00
61	D	Rail Bore (Rock) - 100 feet @ $94.00 per foot (Requires prior approval.)	$9,400..00
62	D	Rock Bore (Air Hammer) 50 feet @ $261.00 per foot. (Requires prior approval.)	$13,050.00
63	D	Emergency Hourly Rate (Two men and Equipment) 80 hours @ $135,00 per hour	$10,800.00
64	D	OHM, Identify, and Tag existing wire or service. 100 services @ $20.00 each	$2000.00
65	D	Electric Fusion of SDR pipe. 30 splices @ $87.50 each.	$2,625.00
		Net Amount	

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: $ 520,76400

Previous Change Order Amount: $ 15,623.00

Amount of Change Order Requested (Increase/Decrease) $ 75,506.00

New Contract/PO Amount (Including this Change Order) $ 611,893.00

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20_____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Michael Tatum
Requestor

Department Director

Signed by: Chuck Warbington
FE5D31EF7EE04D3...
Authorized Approval

DocuSigned by: Jacquelyn Bell
53A65B298E474AC...
5/29/2026 | 11:46 AM EDT
Assistant City Clerk

INVOICE

E and A Adventures, LLC
3181 New Hope Rd
Toccoa, GA 30577-7109

jmlikins@eandaadventures.com
+1 (706) 716-1481
www.eandaadventures.com

City of Lawrenceville:City of Lawrenceville:SB017-26 Underground

Bill to
City of Lawrenceville
70 South Clayton Street
Lawrenceville, GA 30046

Ship to
City of Lawrenceville
70 South Clayton Street
Lawrenceville, GA 30046

Contract #: 489
Project String: 06-039 ug maintenance
GL Acct: 5114600-541000 CAPITAL

Invoice details
Invoice no.: 253
Terms: Net 30
Invoice date: 10/11/2026
Due date: 11/10/2026

P.O. Number: 261022

#	Product or service	Description	Qty	Rate	Amount
1.	**Information**	SB017-26 Project: Raco 1000 Raco Court Completed: 9/15/2026	1	$0.00	$0.00
2.	**Line Item 60**	Rail bore/ft	837	$94.00	$78,678.00
3.	**Line Item 13**	Install 6" PVC conduit in trench	196	$1.00	$196.00
4.	**Line Item 10**	Dig Open trench 36" deep - normal soil	268	$8.00	$2,144.00
5.	**Line Item 12**	Install 4" PVC conduit in trench	86	$1.00	$86.00
6.	**Line Item 02**	Install PME switchgear	4	$625.00	$2,500.00
7.	**Line Item 03**	Install 48" fiberglass ground sleeve	2	$379.00	$758.00
8.	**Line Item 04**	Terminate PME Switchgear - 600 Amp	5	$525.00	$2,625.00
9.	**Line Item 05**	Terminate PME Switchgear - 200 Amp	4	$375.00	$1,500.00
10.	**Line Item 14**	Install 3C 1,000 KCMIL primary cable in 6 inch conduit	1997	$2.50	$4,992.50
11.	**Line Item 15**	Install 3C 1/0 primary cable in 4 inch conduit	226	$1.75	$395.50
12.	**Line Item 35**	Terminate 3C 1,000 KCMIL primary cable on pole	1	$500.00	$5

13. **Line Item 38**	Terminate primary elbows in three phase padmount transformer	1	$450.00	$450.00
14. **Line Item 50**	Additional driven ground rods	6	$12.00	$72.00
15. **Line Item 49**	Install grounding assembly in existing padmount transformer	3	$275.00	$825.00
16. **Line Item 56**	Rock removal (by cubic yard)	39	$55.00	$2,145.00
17. **Line Item 61**	Rock Bore (Air Hammer)/ft	635	$261.00	$165,735.00
18. **Line Item 39**	Install seed and straw	1888	$1.95	$3,681.60
19. **Line Item 40**	Install sod	1000	$4.25	$4,250.00
20. **Line Item 63**	Identify wire or service	2	$20.00	$40.00
21. **Line Item 01**	Install three phase terminating cabinet	1	$1,275.00	$1,275.00
		Total		**$272,848.60**

INVOICE

E and A Adventures, LLC
3181 New Hope Rd
Toccoa, GA 30577-7109

jmlikins@eandaadventures.com
+1 (706) 716-1481
www.eandaadventures.com

City of Lawrenceville:City of Lawrenceville:SB017-26 Underground

Bill to
City of Lawrenceville
70 South Clayton Street
Lawrenceville, GA 30046

Ship to
City of Lawrenceville
70 South Clayton Street
Lawrenceville, GA 30046

Invoice details
Invoice no.: 257
Terms: Net 30
Invoice date: 10/22/2026
Due date: 11/21/2026

P.O. Number: 261022

#	Product or service	Description	Qty	Rate	Amount
1.	**Information**	SB017-26 Project: Raco 1000 Raco Court Completed: 10/22/2026	1	$0.00	$0.00
2.	**Line Item 60**	Rail bore/ft	194	$94.00	$18,236.00
3.	**Line Item 39**	Install seed and straw	278	$1.95	$542.10
			Total		**$18,778.10**

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: CONSENT AGENDA

Item:	Award Contract for Lawrenceville Arts Center (LAC) Rehearsal Room Restoration Project (SB012-27)
Department:	Facilities Maintenance
Date of Meeting:	Tuesday, November 17, 2026
Fiscal Impact:	$470,000.00
Presented By:	Brian Osborne, Facilities Maintenance Director
Action Requested:	Approval to Award Contract for Lawrenceville Arts Center (LAC) Rehearsal Room Restoration Project (SB012-27) to lowest responsible bidder, Novin Construction, LLC, amount not to exceed $470,000.00, with final contract documents to be prepared by staff and submitted to the City Clerk for City Attorney review and approval prior to execution.

Summary: The City issued an Invitation to Bid for construction and restoration work of Lawrenceville Arts Center (LAC) Rehearsal Room (SB012-27). This contract consists of repairs and renovations to paneling, flooring, theatre rigging, electrical, plumbing, and acoustical components in the LAC rehearsal room.

The solicitation was publicly posted via the City's procurement portal and the Georgia Procurement Registry in accordance with the Purchasing Ordinance. Five submissions were evaluated for responsiveness, responsible contractor qualifications, and pricing.

Based on the bid review, Novin Construction, LLC is the lowest responsive and responsible bidder. Their total bid of $470,000.00 is recommended for award.

Fiscal Impact: This contract will be funded by Project 625-02 through the Capital Projects Fund (355) and the award will not require additional appropriations. Final amount paid from project is contingent on claim determination resulting from LAC Flooding Event that occurred this year.

Concurrences: Other departments, agencies, personnel, who agree and have formally supported.

Attachments/Exhibits:

- SB012-27Tab.pdf
- SB012-27AwardChecklist.pdf

SB012-27
Lawrenceville Arts Center Rehearsal Room Restoration Project
Facilities Maintenance

ITEM #	DIV #	DESCRIPTION	QNTY	UNIT	Diversified Construction of GA		E & E Construction Co, Inc		Greater Georgia Contracting	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	07 2116	THERMAL AND MOISTURE PROTECTION - Sound Attenuation	1	EA	$7,011.00	$7,011.00	Not Itemized	Not Itemized	$7,011.00	$7,011.00
2	07 9219	THERMAL AND MOISTURE PROTECTION - Acoustical Joint Sealant	1	EA	$483.00	$483.00	Not Itemized	Not Itemized	$483.00	$483.00
3	08 11 00	OPENINGS - Metal Doors and Frames	1	EA	$0.00	$0.00	Not Itemized	Not Itemized	$0.00	$0.00
4	088300	OPENINGS - Mirrors	1	EA	$0.00	$0.00	Not Itemized	Not Itemized	$0.00	$0.00
5	09 2900	FINISHES - Gypsum Board	1	EA	$18,000.00	$18,000.00	Not Itemized	Not Itemized	$22,759.00	$22,759.00
6	09 5113	FINISHES - Acoustical Panel Ceiling	1	EA	$19,200.00	$19,200.00	Not Itemized	Not Itemized	$35,155.00	$35,155.00
7	09 6249	FINISHES - Isolated Wood Floor Systems	1	EA	$43,242.00	$43,242.00	Not Itemized	Not Itemized	$97,095.00	$97,095.00
8	09 6513	FINISHES - Resilient Base and Accessories	1	EA	$1,500.00	$1,500.00	Not Itemized	Not Itemized	$1,810.00	$1,810.00
9	09 6519A	FINISHES - Resilient Tile Flooring	1	EA	$52,315.00	$52,315.00	Not Itemized	Not Itemized	$4,555.00	$4,555.00
10	09 8413	FINISHES - Fixed Sound Absorptive Panels	1	EA	$24,397.00	$24,397.00	Not Itemized	Not Itemized	$25,700.00	$25,700.00
11	09 9123	FINISHES - Interior Painting	1	EA	$7,750.00	$7,750.00	Not Itemized	Not Itemized	$7,750.00	$7,750.00
12	11 6134	EQUIPMENT - Theatrical Rigging	1	EA	$39,052.00	$39,052.00	Not Itemized	Not Itemized	$19,955.00	$19,955.00
13	11 6143	EQUIPMENT - Performance Draperies	1	EA	$0.00	$0.00	Not Itemized	Not Itemized	$19,096.00	$19,096.00
14	11 6144	EQUIPMENT - Theatrical Draperies	1	EA	$0.00	$0.00	Not Itemized	Not Itemized	$0.00	$0.00
15	21 10 00	FIRE SUPPRESSION - Water-Based Fire-Suppression Systems	1	EA	$0.00	$0.00	Not Itemized	Not Itemized	$0.00	$0.00
16	22 0549	PLUMBING - Noise Control Accessories for Plumbing Systems	1	EA	$9,250.00	$9,250.00	Not Itemized	Not Itemized	$9,285.00	$9,285.00
17	26 000	HVAC - Mechanical	1	EA	$9,240.00	$9,240.00	Not Itemized	Not Itemized	$7,500.00	$7,500.00
18	23 000	ELECTRICAL - Electrical	1	EA	$193,393.00	$193,393.00	Not Itemized	Not Itemized	$32,710.00	$32,710.00
19	27 41 00	COMMUNICATIONS - Audio-Video Systems AV/LOW-VOLTAGE LINE ITEM			$0.00	$0.00	Not Itemized	Not Itemized	$0.00	$0.00
20	28 46 00	ELECTRONIC SAFETY AND SECURITY - Fire Detection and Alarm			$0.00	$0.00	Not Itemized	Not Itemized	$0.00	$0.00
21		General Requirements	1	EA	$33,645.00	$33,645.00	Not Itemized	Not Itemized	$100,000.00	$100,000.00
22		Insurance	1	EA	$4,980.00	$4,980.00	Not Itemized	Not Itemized	$23,426.00	$23,426.00
23		Contractor Fees	1	EA	$70,583.00	$70,583.00	Not Itemized	Not Itemized	$66,006.00	$66,006.00
24		General Conditions	1	EA	$141,201.00	$141,201.00	Not Itemized	Not Itemized	$70,885.00	$70,885.00
				TOTAL BASE BID	**$675,242.00**		**$600,000.00**		**$551,181.00**	

ITEM #	DIV #	DESCRIPTION	QNTY	UNIT	MMC Contracting LLC		Novin Construction LLC	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	07 2116	THERMAL AND MOISTURE PROTECTION - Sound Attenuation	1	EA	Not Itemized	Not Itemized	$2,820.00	$2,820.00
2	07 9219	THERMAL AND MOISTURE PROTECTION - Acoustical Joint Sealant	1	EA	Not Itemized	Not Itemized	$0.00	$0.00
3	08 11 00	OPENINGS - Metal Doors and Frames	1	EA	Not Itemized	Not Itemized	$2,500.00	$2,500.00
4	088300	OPENINGS - Mirrors	1	EA	Not Itemized	Not Itemized	$6,500.00	$6,500.00
5	09 2900	FINISHES - Gypsum Board	1	EA	Not Itemized	Not Itemized	$8,705.00	$8,705.00
6	09 5113	FINISHES - Acoustical Panel Ceiling	1	EA	Not Itemized	Not Itemized	$35,255.00	$35,255.00
7	09 6249	FINISHES - Isolated Wood Floor Systems	1	EA	Not Itemized	Not Itemized	$112,818.67	$112,818.67
8	09 6513	FINISHES - Resilient Base and Accessories	1	EA	Not Itemized	Not Itemized	$2,300.00	$2,300.00
9	09 6519A	FINISHES - Resilient Tile Flooring	1	EA	Not Itemized	Not Itemized	$6,720.00	$6,720.00
10	09 8413	FINISHES - Fixed Sound Absorptive Panels	1	EA	Not Itemized	Not Itemized	$5,476.76	$5,476.76
11	09 9123	FINISHES - Interior Painting	1	EA	Not Itemized	Not Itemized	$15,754.00	$15,754.00
12	11 6134	EQUIPMENT - Theatrical Rigging	1	EA	Not Itemized	Not Itemized	$39,051.86	$39,051.86
13	11 6143	EQUIPMENT - Performance Draperies	1	EA	Not Itemized	Not Itemized	$0.00	$0.00

14	11 6144	EQUIPMENT - Theatrical Draperies	1	EA	Not Itemized	Not Itemized	$0.00	$0.00
15	21 10 00	FIRE SUPPRESSION - Water-Based Fire-Suppression Systems	1	EA	Not Itemized	Not Itemized	$7,868.00	$7,868.00
16	22 0549	PLUMBING - Noise Control Accessories for Plumbing Systems	1	EA	Not Itemized	Not Itemized	$20,000.00	$20,000.00
17	26 000	HVAC - Mechanical	1	EA	Not Itemized	Not Itemized	$9,563.00	$9,563.00
18	23 000	ELECTRICAL - Electrical	1	EA	Not Itemized	Not Itemized	$32,000.00	$32,000.00
19	27 41 00	COMMUNICATIONS - Audio-Video Systems AV/LOW-VOLTAGE LINE ITEM	1	EA	Not Itemized	Not Itemized	$54,152.51	$54,152.51
20	28 46 00	ELECTRONIC SAFETY AND SECURITY - Fire Detection and Alarm	1	EA	Not Itemized	Not Itemized	$1,500.00	$1,500.00
21		General Requirements	1	EA	Not Itemized	Not Itemized	$33,686.15	$33,686.15
22		Insurance	1	EA	Not Itemized	Not Itemized	$2,000.00	$2,000.00
23		Contractor Fees	1	EA	Not Itemized	Not Itemized	$50,329.05	$50,329.05
24		General Conditions	1	EA	Not Itemized	Not Itemized	$21,000.00	$21,000.00
				TOTAL BASE BID	**$615,611.00**		**$470,000.00**	

Recommended Vendor:
Novin Construction, LLC
620 Village Trace NE Ste 200
Marietta, GA 300467
kian@novin.construction

LAWRENCEVILLE
GEORGIA

Solicitation Award Checklist

Solicitation Name: Lawrenceville Arts Center (LAC) Rehearsal Room Restoration Project (SB012-27)

Purchasing Procedural Requirements

Addenda Acknowledgement	Received	☑	N/A	☐
Bid Bond	Received	☑	N/A	☐
Bid Schedule	Received	☑	N/A	☐
Certificate of Insurance	Received	☑	N/A	☐
E-Verify	Received	☑	N/A	☐
Non-Collusion Affidavit	Received	☑	N/A	☐
Secretary of State Registered	Yes	☑	N/A	☐

Purchasing Signature Kenneth Morris

Department / Stakeholder

Meets technical requirements as stated	Yes	☑	N/A	☐
References checked	Yes	☑	N/A	☐
Statement of Bidders Qualifications	Yes	☑	N/A	☐

Department Signature Kenneth Morris

*Approved by Facilities Maintenance on 11/9/26. Attached by Purchasing on behalf of Dept

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2027
AGENDA CATEGORY: CONSENT AGENDA

Item:	Ordinance setting the time and place of the regularly scheduled meetings of the Lawrenceville City Council for 2027
Department:	City Clerk
Date of Meeting:	Tuesday, November 17, 2026
Fiscal Impact:	N/A
Presented By:	Karen Pierce, City Clerk
Action Requested:	Consider the ordinance setting the time and place of the regularly scheduled meetings of the Lawrenceville City Council for 2027

Summary: The City Council is required to adopt the schedule of their regularly scheduled meeting dates each year. The attached calendar reflects the recommended meeting dates for 2027 with consideration of holidays and training dates.

Attachments/Exhibits:

- ADM-ORD-2025-6_Ordinance to set meeting dates for 2026.docx

ORDINANCE ADM-ORD-2025-6

ORDINANCE SETTING TIME AND PLACE OF REGULARLY SCHEDULED MEETINGS OF THE LAWRENCEVILLE CITY COUNCIL FOR YEAR 2026

WHEREAS, the Council of the City of Lawrenceville desires to establish the time and place of its regular meetings for the 2026 calendar year in accordance with the requirements of Georgia Law.

NOW THEREFORE, the Council of the City of Lawrenceville hereby ordains that its regularly scheduled Council Meetings and Work Sessions will be held every month, as shown on the attached schedule. Meetings will be held in the Lawrenceville City Hall Council Chambers located at 70 S. Clayton Street, Lawrenceville, Georgia; and

IT IS FURTHER ORDAINED, that other special call meetings may be duly called as needed and properly noticed. All meetings are open to the public, and the City Council welcomes and encourages attendance at these meetings.

IT IS SO ORDAINED this 19th day of November 2025.

_____
David R. Still, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 17, 2026
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	854 N Clayton St property acquisition
Department:	City Manager
Date of Meeting:	Tuesday, November 17, 2026
Fiscal Impact:	$381,070
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the assignment agreement for 854 N Clayton Street (parcel number R5145-063), and grant authorization for the Mayor to execute the agreement subject to review by the City Attorney.

Summary: This is a strategic property in the assemblage of the North DTL area. The City intends to partner with the DDA to seek redevelopment of this area. The total amount requested is to cover $375,000 for the purchase of the subject property and $6,070 to cover costs associated with survey & topo work performed on the parcel.

Fiscal Impact: $381,070.

Attachments/Exhibits:

- 854 N Clayton Bohon Executed PSA.pdf
- 1st_Amendment_-_Bohondocx.pdf
- 2nd_Amendment_-_Bohon.docx.pdf
- 3rd_Amendment_-_Bohon FE.pdf
- 4th_Amendment_-_Bohon FE.pdf
- 5th_Amendment_-_Bohon FE.pdf
- 6th_Amendment_-_Bohon FE.pdf
- Assignment_of_Purchase_Agreement.pdf

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("**Agreement**") is made and entered into as of the Effective Date, as defined in Section 1.03 below, by and between **Carlton Ray & Dolores C Bohon ("Seller")** and **North DTL CC Ph1, LLC** ("**Buyer**").

RECITALS:

A. Seller is the owner of approximately .58± acres being Tax Parcel #R5145 063, 854 N Clayton St, Lawrenceville, GA of real property located in the City of Lawrenceville, Gwinnett County (the "**County**"), Georgia, and being more particularly depicted and described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**").

B. Seller desires to sell the "Property" (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller to be supportive of this Agreement in its entirety, it is hereby agreed as follows:

ARTICLE I
SALE – PURCHASE

Section 1.01 Property

. Seller agrees to sell and Buyer agrees to purchase the "**Property**," consisting of (a) fee simple title to the Land and (b) all rights, ways, privileges and easements appurtenant to the Land, including Seller's right, title and interest in and to all strips, gores, streets, alleys and ways, public or private, adjoining or crossing the Land, all of which are appurtenant to, and shall benefit, the Property.

Section 1.02 Intangible Rights

. The sale of the Property shall include the sale, transfer and conveyance of all of Seller's right, title and interest in and to all warranties, guaranties, certificates, licenses, bonds, water and sewer agreements, pre-paid water and sewer taps, permits, authorizations, consents, utility capacity, developmental rights and approvals which in any respect whatsoever relate to or arise out of the use, occupancy, possession, development, construction or operation of the Property (collectively, the "**Seller's Permits**").

Section 1.03 Effective Date

. The "**Effective Date**" of this Agreement shall be the date on which the last of Seller and Buyer has executed this Agreement and so notified the other in writing.

ARTICLE II
PURCHASE PRICE AND TERMS OF PAYMENT

Section 2.01 Purchase Price

(A) . The Purchase Price for the Property shall be THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($375,000.00).

Section 2.02 Terms of Payment

. The Purchase Price shall be payable in the following manner:

(A) Buyer shall deposit the sum of FIVE THOUSAND AND 00/100 DOLLARS ($5,000.00) (the "**Deposit**") with Freisem, Macon, Swann & Malone, LLP

(the "**Escrow Agent**"), within three (3) business days after the Effective Date. Buyer shall pay any escrow fees payable to Escrow Agent. The Deposit shall be remitted to Escrow Agent by cashier's check, subject to clearance or wire transfer of immediately available federal funds. The Deposit shall be held by Escrow Agent in an IOLTA trust account. Escrow Agent shall hold the Deposit pursuant to the terms of this Agreement, subject only to mutually agreed upon written modifications executed by the parties hereto. The Deposit shall be nonrefundable after the Investigation Period except for (i) Seller default or (ii) those provisions herein in which Buyer is expressly entitled to a refund of the Deposit. Buyer shall receive a credit against the Purchase Price at "Closing" (as hereinafter defined) in the amount of the Deposit.

(B) At Closing, Buyer shall pay the Purchase Price to Seller, subject to the terms, conditions, prorations and adjustments stated in this Agreement, by wire transfer of immediately available federal funds made available to Escrow Agent at or prior to Closing.

ARTICLE III
TITLE AND SURVEY

Section 3.01 Title

Examination. Buyer shall have the right to have title to the Property examined and to obtain a commitment for title insurance (the "**Title Commitment**") during the Investigation Period and a policy of title insurance (the "**Title Policy**"), all at Buyer's expense. At Closing, Seller shall convey title to the Property to Buyer by limited warranty deed, which shall expressly be made subject to the matters set forth in this Agreement and matters approved or waived by Buyer as provided below. The title shall only be subject to matters set forth in the Title Commitment which are either approved or waived during the Investigation Period by Buyer in writing (the "**Permitted Exceptions**"). In the event the Property is subject to any mortgage, deed to secure debt or other title exception or defect which is monetary in nature (the "**Monetary Encumbrances**") Seller shall pay and satisfy of record any such Monetary Encumbrances prior to or at Closing at Seller's expense. Buyer shall advise Seller of all Monetary Encumbrances which affect the Property following Buyer's title examination; however, Buyer shall have no obligation to formally object to such Monetary Encumbrances in accordance with Section 3.03 and under no circumstances shall the Monetary Encumbrances be deemed to be Permitted Exceptions. The parties also agree that, at Closing, the Property shall not be subject to any leases, rental agreements or other rights of occupancy of any kind, whether written or oral, unless such matters have been agreed to by Buyer._

Section 3.02 Survey

. Buyer may obtain and provide a survey (the "**Survey**") of the Property. The Survey will be prepared by a Georgia Registered Land Surveyor and be certified to Buyer and Buyer's title company. At Buyer's election, the Survey may be prepared in accordance with the minimum detail requirements established by ALTA/NSPS (with respect to a "Class A" survey) or the minimum standards prescribed by the State of Georgia. The Survey may include, without limitation, the spotting and location of all fences, drainage and utility easements, public or private rights-of-way or center line locations, encroachments, building set back requirements of record, other easements, improvements constructed thereon, if any, and all other matters requested by Buyer or required by the applicable standards. The Survey may also include a flood plain and wetland certification by the surveyor certifying the absence of the same from any portion of the Property. In the event the Survey reflects easements, encroachments, overlaps, or other defects not contained in the Permitted Exceptions to title, the parties shall have the same rights and duties relating to the remedy of such survey defects as are provided in Section 3.03 pertaining to the remedy of title defects. In the event that the property description drawn from the Survey differs from the description of the Property set forth on Exhibit A of this Agreement, then, in addition to the other required closing documents prescribed by this Agreement, Seller agrees to grant a Quitclaim Deed to Buyer conveying the property description drawn from the Survey.

Section 3.03 Objections to Title or Survey

. As to any title exceptions or defects and as to matters of survey, prior to end of the Investigation Period, Buyer shall have right to deliver the Title Commitment and/or Survey to Seller together with a written notification of any objections that Buyer may have (the "**Objection Notice**"). If Buyer does provide the Objection Notice, Seller shall, within ten (10) days of the Objection Notice, provide notice to Buyer advising Buyer which if any of Buyer's objections Seller elects to attempt to cure (the "**Seller Response**"). If Seller fails to provide the Seller

Response, Seller shall be deemed to have elected not to cure. If Seller elects to cure , Seller shall then have up to the time of the Closing, to cure or satisfy such objections. If Seller has elected not to cure, or is deemed to have elected not to cure, Buyer may terminate this Agreement within ten (10) days following the Seller Response (or deadline for the Seller Response if none is furnished), and the Deposit shall be promptly returned to Buyer by Escrow Agent and thereafter neither party shall have any further obligations hereunder except as may be otherwise expressly set forth in this Agreement. Absent such termination, Buyer's previous title objections shall be deemed to be waived by Buyer, apart from any Monetary Encumbrances. If Seller has elected to cure any objection but is not satisfied by Seller by Closing, then without prejudice to Buyer's rights under Article XII, Buyer shall have the right to terminate this Agreement, and the full amount of the Deposit shall be promptly returned to Buyer by Escrow Agent and thereafter neither party shall have any further obligations hereunder except as may be otherwise expressly set forth in this Agreement. If Seller does so cure or satisfy the objection(s), this Agreement shall continue in effect. Buyer shall have the right to update the Title Commitment from time to time and object to any matters appearing of record (as to Title) or on-the-ground matters (with respect to the Survey) which occur subsequent to the effective date of Buyer's initial Title Commitment (collectively the "**New Matters**"). At any time prior to Closing, Buyer shall have the right to object to New Matters by furnishing an additional Objection Notice, and if Buyer furnishes an Objection Notice with respect to any New Matters, Seller shall cause the same to be extinguished on or before the date of Closing. Buyer shall have the right at any time to waive, in writing, any objections that it may have made and thereby preserve this Agreement in effect.

ARTICLE IV
INVESTIGATION OF PROPERTY

Section 4.01 Right of Entry

. Commencing as of the Effective Date and continuing for a period ending thirty (30) days after receiving final non-appealable approval from the City of Lawrenceville adopting a rezoning of the Property which Buyer is seeking (which period shall be referred to as the "**Investigation Period**"), Buyer, and all of Buyer's agents, contractors, consultants, representatives and other persons designated by Buyer, shall have the right, with reasonable prior notice to Seller, to enter on any portion of the Property, for the purpose of investigation, discovery and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, structural inspections or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, the "**Inspections**"). Seller shall cooperate with Buyer in conjunction with Buyer's Inspections, including providing access at all reasonable times prior to the Closing. Seller also agrees to provide Buyer with Seller's cooperation in regard to Buyer's efforts to obtain all appropriate or relevant information concerning the Property. Provided Buyer has not terminated this Agreement or defaulted hereunder, this right of entry, as well as all rights provided to Buyer in this Section 4.01, shall continue unabated through the Closing. All of Buyer's Inspections shall be at Buyer's sole cost and expense, and shall be performed in a manner so as not to unreasonably interfere with Seller's interest in the Property. Buyer has no authority or right to create liens upon the Property. Buyer shall remove by a statutory permitted bond or otherwise any lien of any type that attaches to the Property as a result of any Buyer's Inspections. Upon completion of any Inspection, Buyer shall restore any damage to the Property caused by such Inspection as near as practical. Buyer hereby indemnifies and holds Seller and its shareholders, officers, employees, agents, members, guests and other invitees harmless from all injury, damage, loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Buyer's Inspections. The indemnity obligations of this Section shall survive Closing or earlier termination of this Agreement for a period of one (1) year and do not apply to (a) any loss, liability, cost or expense to the extent arising from or relating to the acts or omissions of Seller or Seller's agents or consultants, (b) any diminution in value of the Property arising from or relating to matters discovered by Buyer during its Inspections, (c) any latent defects in the Property discovered by Buyer, or (d) the release or spread of any Hazardous Substance, which is discovered (but not deposited) on or under the Property by Buyer.

Section 4.02 Property Documents

. Within ten (10) days following the Effective Date, Seller shall furnish to Buyer all information concerning the Property which Seller possesses, or that which Seller may reasonably obtain, and Seller shall continue to furnish to Buyer within three (3) business days following Seller's receipt of same, all information concerning the Property of which Seller acquires possession subsequent to the Effective Date, including, but not limited to, copies of all plans, title policies, plats, surveys, zoning and land use information, contracts, soil tests and reports, environmental tests and reports, engineering studies, inspection reports, due diligence materials, CAD files, appraisals, feasibility studies, landscape plans, site plans and all other governmental

and quasi-governmental applications, approvals, consents and authorizations relating to the Property. All of the information to be furnished under this Section 4.02 shall collectively be referred to as the "**Property Documents**." Any delay in Seller's delivery of the Property Documents shall result in an extension of the Investigation Period for an equal number of days. Seller hereby represents and warrants that, to the best of Seller's knowledge, all of the information contained in the Property Documents is true and correct in all material respects and fairly and accurately reflects the condition or statement of facts reported to be described or represented thereby. At Closing, Seller shall assign to Buyer all of its right, title and interest in and to the Property Documents and deliver all of the original Property Documents, and Seller's Permits and Intangible Personal Property. In the event Buyer terminates this Agreement for any reason other than a Seller's Default, Buyer shall deliver all third-party, non-proprietary and non-privileged plans, surveys and other materials ("**Buyer's Materials**") at no cost to Seller. Buyer's Materials will be furnished to Seller without representation or warranty from Buyer, and without recourse to Buyer.

Section 4.03 Right of Cancellation.

Buyer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order for Buyer to elect to terminate this Agreement during the Investigation Period, Buyer must so notify Seller in writing prior to the expiration of the Investigation Period. If Buyer timely gives such notice, then this Agreement shall be terminated. Upon any termination pursuant to this Section, the Deposit shall be returned promptly to Buyer, and this Agreement will be terminated in all respects and neither Buyer nor Seller will have any further rights or obligations hereunder, except as may be otherwise expressly set forth in this Agreement. Buyer shall return all Property Documents.

ARTICLE V
SELLER'S REPRESENTATIONS WARRANTIES, AND COVENANTS

Seller represents and warrants to Buyer, as true and correct, both on the Effective Date and throughout the period of time until and through Closing as follows. All of the following representations shall survive Closing.

Section 5.01 Violations, Litigation and Adverse Information

. Seller has not received any notice of nor does Seller have knowledge of: (a) violation of any law, statute, ordinance, order, regulation, rule, restriction or requirement of any federal, state and local governmental and quasi-governmental agencies, entities, boards and authorities that have jurisdiction over the Property (each a "**Governmental Entity**" and collectively, the "**Governmental Entities**") pertaining to or affecting any portion of the Property; or (b) any suit or proceeding pending or threatened affecting any portion of the Property in any court or before any Governmental Entity or tribunal; or (c) other fact or condition which would have a material adverse effect upon the Property or its value which has not been disclosed in writing to Buyer.

Section 5.02 Ownership and Parties in Possession

. Seller owns marketable fee simple title to the Property and has authority to sign this Agreement. To Seller's knowledge, no other person or entity has any right, claim or interest in the Property or any portion thereof, arising out of adverse possession, prescriptive rights, or otherwise.

Section 5.03 Prior Application or Commitments

. There are no applications or commitments to any Governmental Entity or utility which would affect the Property which have not been disclosed in writing to Buyer.

Section 5.04 No Liens

. To Seller's knowledge, no work has been performed or is in progress upon, and no materials have been furnished to, the Property or any part thereof, which might give rise to any mechanic's, materialmen, or other liens against the Property. There are no special assessments, pending or certified, which may now or hereafter become an obligation of Buyer, monetary or otherwise.

Section 5.05 FIRPTA

. Seller is not a "foreign person," as defined by Section 1445 of the Internal Revenue Code. Seller shall comply with all requirements imposed by the Internal Revenue Service in regard to same.

Section 5.06 Changes to Documents and Condition of the Property

. Seller shall maintain the Property in substantially the same condition as exists as of the Effective Date and shall not terminate, modify, amend or waive any provision of any contract, permit, agreement, or any other document previously provided, or to be provided, to Buyer in accordance with this Agreement, or any benefit or entitlement described in this Agreement to be conveyed to Buyer, without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion. Seller shall terminate any existing leases on Property and deliver the Property vacant at Closing.

Section 5.07 Environmental Condition

. Seller has not used, and, subsequent to the Effective Date, shall not and will not permit any other party to use, any Hazardous Substances on the Property. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there is not any: (a) presence of any "Hazardous Substance" (defined below) above, below, on, or within the Property; (b) present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property; or (c) failure by Seller or any former owner of the Property to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste, material or substance, chemical contaminant, or other similar term, deemed to be such by any federal, state or local environmental statute, regulation or ordinance presently or hereafter in effect, as such statutes, regulations or ordinances may be amended from time to time.

Section 5.08 Bankruptcy

. Seller is not involved, whether voluntarily or otherwise, in any bankruptcy, reorganization or insolvency proceeding, except, if applicable, as a creditor of a bankrupt estate.

Section 5.09 Contracts

. To Seller's knowledge, there are no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreements or agreements with municipalities or other parties (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property other than shown of record or Buyer after Closing in any manner whatsoever. There are no pending contracts for the sale of any portion of the Property, other than this Agreement.

Section 5.10 Anti-Terrorism Laws. To Seller's knowledge, Seller is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the "Patriot Act"), and the regulations of the Office of Foreign Assets Control and is not a Prohibited Person under the Anti-Terrorism Laws.

Section 5.11 Cemeteries

. To Seller's knowledge, there are no cemeteries, graves or burial grounds or historic artifacts within the Property.

ARTICLE VI
BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller, as true and correct, both on the Effective Date and throughout the period of time until and through Closing, that Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia, and the person executing this Agreement on behalf of Buyer has the lawful right,

power, authority and capacity to bind Buyer to the terms hereof and consummate the transactions contemplated by this Agreement, pursuant to the terms, provisions and conditions of this Agreement. All representations and warranties by Buyer in this Agreement shall be true and correct as of the Effective Date hereof and as of Closing.

ARTICLE VII
CLOSING

Section 7.01 Closing

Closing shall take place on or about ninety (90) days following the final non-appealable zoning approval from the City of Lawrenceville, Georgia. In the event the LDP has not been issued by the Closing Date, Buyer may extend the Closing for two (2) thirty (30) day periods at $5,000.00 per extension ("Extension Deposits"). The Extension Deposits shall be nonrefundable but applicable to the Purchase Price. Closing shall occur no later than July 31, 2026.

Section 7.02 Place of Closing

. The Closing shall be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents.

Section 7.03 Expenses of Closing and Prorations.

(A) Taxes. Ad valorem and non-ad valorem real property taxes shall be prorated at Closing. Buyer will assume all ad valorem and non ad valorem taxes and assessments accruing after Closing.

(B) Recording Fees and Transfer Tax. Seller shall pay State of Georgia transfer tax and the recording fees associated with the release of any liens or mortgages and/or corrective title instruments. Buyer shall pay the recording fee for the Deed (as hereinafter defined).

(C) Title Policy and Survey. Buyer shall pay all costs associated with Buyer's title examination, title commitment and policy and the Survey.

(D) Attorneys' Fees. Each party shall pay its own attorneys' fees and costs.

Section 7.04 Documents for Closing

. Prior to or at Closing, the parties will execute and provide any and all documents reasonably necessary to effectuate the terms, conditions and intent of this Agreement.

(E) At Closing, Seller shall execute and deliver each of the following documents in form reasonably acceptable to Buyer:

(i) A limited warranty deed (the "**Deed**"), conveying marketable and insurable fee simple title to the Property to Buyer, subject to Permitted Exceptions;

(ii) A Seller's Title Affidavit in form and content of which is reasonable acceptable to Buyer's title insurance company;

(iii) An Assignment evidencing the transfer and assignment of all Seller's benefits and entitlements hereunder, including Seller's Permits and Intangible Personal Property, as each is described in Article I hereof, the Property Documents, utility capacities, as well as all other leases, contracts, licenses, agreements or other documents, which are in effect as of the Closing date;

(iv) A FIRPTA Affidavit;

(v) A Closing Statement;

(vi) Any other documents reasonably requested by Buyer.

(F) At Closing, Buyer shall execute and deliver to Seller each of the following documents in form reasonably acceptable to Seller:

(i) The Closing Statement; and

(ii) Any other documents reasonably requested by Seller.

All of the documents will be duly authorized, legal, valid and binding obligations of Seller or Buyer, as applicable, which, at the time of Closing and payment of the Purchase Price, will be sufficient to convey title (if they purport to do so). The parties agree to execute any other document, following Closing, as reasonably necessary to effectuate the intent of all terms and conditions set forth in this Agreement. The Buyer shall prepare the above Closing documents.

ARTICLE VIII
REAL ESTATE BROKERS

The parties each represent to the other that, except as stated below, there are no real estate brokers, salespeople, finders or consultants, who are or were involved in the negotiation and/or consummation of this transaction by Seller at Closing pursuant to a separate agreement. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Seller or any party other than Buyer. Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Buyer. The indemnification provided hereunder shall be applicable to any party claiming that it is owed a fee or other form of compensation due to or arising out of this Agreement.

No commission is to be paid by Seller. Members of Buyer's Company are licensed real estate agents.

ARTICLE IX
ESCROW

If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, including any monies or documents which it holds, or as to whom same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by Seller and Buyer directing the disposition of same, and in the event either party would be entitled to the Deposit, or other monies or documents held by Escrow Agent, the parties agree to forthwith execute such joint written authorization upon the request of any party hereto. In the absence of such authorization, Escrow Agent may hold the Deposit, or other monies or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in court, pending such determination. Notwithstanding the foregoing, in the event that this Agreement is terminated pursuant to Section 4.03, Escrow Agent may return the deposit to Buyer without the need for joint written instructions. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless same are a result of the gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms of this Article, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit or other monies or documents as determined by a court of competent jurisdiction. The parties agree that they will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

ARTICLE X
NOTICE

Section 10.01 **Notice and Addresses**

. All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (w) when delivered, if by hand delivery, (x) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (y) one (1) business day after timely deposited in a FedEx or similar

overnight service depository, or (z) upon confirmation of receipt by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

SELLER: C. Ray Bohon
4178 Serenca Way
Gulf Breeze, FL 32563
E-Mail: raybohon@att.net

BUYER: North DTL CC Ph1, LLC
c/o Ty White
2494 Jett Ferry Rd, Ste 202
Dunwoody, GA 30338

Email : ty.white@peachlandhomes.com

Copy To: Freisem, Macon, Swann & Malone, LLP
2905 Piedmont Road, Suite C
Atlanta, GA 30305
Attn: Joseph G. Mattarella
E-Mail: jmattarella@fmsmlaw.com

ESCROW AGENT: Freisem, Macon, Swann & Malone, LLP
2905 Piedmont Road, Suite C
Atlanta, GA 30305
Attn: Joseph G. Mattarella
E-Mail: jmattarella@fmsmlaw.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice.

Section 10.02 **Attorneys**

. The respective attorneys for Seller and Buyer are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

ARTICLE XI
CONDEMNATION AND MORATORIUM

Section 11.01 **Condemnation**

. If, prior to Closing, all or any portion of the Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (collectively, a "**Taking**"), Seller shall so notify Buyer in writing, and Buyer shall have the option to either (a) terminate this Agreement upon notice to Seller given not later than fifteen (15) days after receipt of Seller's notice, or (b) proceed with Closing in accordance herewith. Buyer shall have the right, but not the obligation, to contest and negotiate the amount of money offered for such Taking, as well as any of the terms related thereto. If this Agreement is terminated as aforesaid, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations to the other hereunder (except for any matters which expressly survive termination of this Agreement). If Buyer has not elected to terminate this Agreement as aforesaid, Seller agrees to assign to Buyer at Closing all sums which are to be awarded for the Taking, and shall pay to Buyer any sums received by Seller prior to Closing for the Taking. Buyer shall thereafter be entitled to receive and keep any awards for such Taking by eminent domain. The Closing Date hereunder shall be extended for a period of time equal to the amount of time required by Buyer to provide Seller with notice of termination of this Agreement in accordance with the time periods set forth in this Section.

Section 11.02 **Moratoria**

. If, at the time of Closing, there is a moratorium on building, platting, water and sewer,

or other moratoria prohibiting or delaying Buyer's ownership, development or operation of the Property, including, without limitation, a moratorium on the issuance of building permits by the Governmental Entities, Buyer shall have the right to automatically extend the Closing for a period not to exceed sixty (60) days, at which time if a moratorium still exists for any of the foregoing items, Buyer shall have the following options: (a) terminate this Agreement whereupon the Deposit shall be promptly returned to Buyer, and the parties shall be relieved of any further obligations hereunder (except for any matters which expressly survive termination of this Agreement); or (b) waive such condition and proceed to Closing of this transaction. In the event Buyer chooses to close, the Closing shall occur within ten (10) days of Seller's receipt of Buyer's notice as provided hereinabove.

ARTICLE XII
DEFAULTS

Section 12.01 **Buyer's Default**

. In the event of any default by Buyer after expiration of the cure period set forth in Section 12.03 below ("**Buyer's Default**"), including, but not limited to, the failure of Buyer to close this transaction, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller, and therefore the parties agree that in the event there is a Buyer's Default, the Deposit shall be paid to and accepted by Seller as full and liquidated damages and as Seller's sole and exclusive remedy at law or in equity and each of the parties shall thereafter be released of any further liability or responsibility hereunder, except for the obligations which expressly survive termination of this Agreement.

Section 12.02 **Seller's Default**

. In the event of any default by Seller after expiration of the cure period set forth in Section 12.03 below ("**Seller's Default**"), Buyer shall be entitled: (a) to terminate this Agreement and receive a prompt refund of the Deposit and be reimbursed by Seller for the actual third-party, out-of-pocket costs and expenses incurred by Buyer in furtherance of this Agreement or (b) seek specific performance of this Agreement. Notwithstanding anything contained herein to the contrary, if specific performance is not available as a remedy as a result of the willful acts of Seller, then Buyer may exercise all remedies available at law or in equity. Nothing in this Section shall limit Buyer's remedies at law or in equity after Closing as to all representations and warranties, indemnities, and other obligations of Seller contained in this Agreement that by the terms of this Agreement survive Closing or earlier termination of this Agreement.

Section 12.03 **Notice and Cure Period**

ARTICLE XIII . BUYER SHALL TAKE NO ACTION WITH RESPECT TO A SELLER'S DEFAULT, AND SELLER SHALL TAKE NO ACTION WITH RESPECT TO A BUYER'S DEFAULT, UNTIL THE NON-DEFAULTING PARTY HAS GIVEN WRITTEN NOTICE TO THE DEFAULTING PARTY AND THE DEFAULTING PARTY HAS FAILED TO CURE THE DEFAULT FOR A PERIOD OF TEN (10) DAYS AFTER RECEIPT OF SUCH NOTICE.

ARTICLE XIV
CONDITIONS PRECEDENT

Section 13.01 **Conditions Precedent to Closing**. With respect to Closing, Buyer shall not be obligated to close unless each of the following conditions (the "Conditions Precedent") are either fulfilled or waived by Buyer in writing provided failure of any condition shall not extend the Closing Date, if any. Buyer shall seek in good faith the following at its own cost and expense:

a. Zoning. Buyer's obligation to purchase the Property, per the Purchase and Sale Agreement, will be subject to the successful approval of required rezoning. Buyer will submit rezoning application within one hundred twenty (120) days after the Effective Date. Buyer shall be solely responsible for the rezoning effort and shall bear all costs and expenses in connection therewith; provided, however, that the Seller shall in good faith cooperate with such efforts and shall endorse or, where necessary, execute as the current landowner any and all applications required by the City of Lawrenceville in connection with rezoning. Buyer warrants that in the event the rezoning requested by Buyer is approved, Buyer shall purchase the Property as indicated in the timing set forth in this Agreement.

b. Jurisdictional Approvals. ~~Buyer's obligation to purchase the Property will be subject to the intended Project receiving a Land Disturbance Permit which will permit the development of the intended Project with conditions reasonably acceptable to Buyer ("Jurisdictional Approvals").~~ Buyer shall be solely responsible for obtaining the Jurisdictional Approvals and shall bear all costs and expenses in connection therewith; provided, however, that the Seller shall in good faith cooperate with such efforts and shall endorse or, where necessary, execute as the current landowner any and all applications required in connection with the Jurisdictional Approvals within three (3) business days of Buyer's request.

c. Lease Terminations and Property Condition. Buyer's obligation to purchase the Property will be subject to the termination of any and all leases in effect that may encumber the Property. Seller will deliver the Property in a vacant and broom clean condition.

Section 13.02 Failure of any Conditions Precedent prior to Closing. The Earnest Money shall become nonrefundable thirty (30) days after the rezoning Buyer has sought has been approved and is non-appealable by the appropriate zoning authority ("Rezoning Approval Date"). Within three (3) days of the Rezoning Approval Date, Buyer shall deposit an additional amount of Five Thousand ($5,000) Dollars to the Escrow Agent which shall be applicable to Purchase Price but non-refundable. ~~If any of the Conditions Precedent are not satisfied, Buyer shall have the right to: (i) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (ii) waive the Condition Precedent(s) and proceed to Closing. Buyer may have until Closing to terminate this Agreement for failure to obtain its Conditions Precedent, however, notwithstanding anything herein to the contrary, the Deposit becomes nonrefundable after the above Rezoning Approval Date.~~

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.01 Choice of Law and Venue

. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Seller and Buyer agree that the proper venue with respect to any state or federal litigation in connection with this Agreement shall be the County in which the Property is located.

Section 14.02 Amendments

. No amendment to this Agreement shall bind any of the parties hereto unless and until such amendment is in writing and executed by Buyer and Seller.

Section 14.03 Entire Agreement

. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

Section 14.04 Survival

. All terms and provisions of this Agreement shall survive Closing. In addition, all of Seller's obligations to indemnify, defend and hold Buyer harmless and all of Buyer's obligations to indemnify, defend and hold Seller harmless pursuant to the terms of this Agreement shall survive termination of this Agreement.

Section 14.05 Assignment

(A) All of the covenants, conditions and obligations herein contained shall be

binding upon and inure to the benefit of the respective successors and assigns of the parties.

(B) Buyer shall have the right to freely assign its rights and/or obligations in this Agreement to any entity without recourse, whereupon Buyer shall be released from its obligations hereunder.

(C) Seller shall not be entitled to assign this Agreement.

Section 14.06 Interpretation

. Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms "herein," "hereby," "hereof," "hereto," "hereunder" and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

Section 14.07 Number and Gender

. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

Section 14.08 Possession

. Possession of the Property shall be delivered to Buyer at Closing.

Section 14.09 Representations

. All representations and warranties set forth herein are material and of the essence to this Agreement and shall survive Closing.

Section 14.10 Waiver

. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 14.11 Severability

. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 14.12 Time Periods

. Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in the Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Georgia, shall extend to the next full business day. The term "business day" as used herein shall not include Saturday, Sunday and legal holidays in the State of Georgia. For all purposes under this Agreement, all times shall mean either Eastern Standard Time or Eastern Daylight Time as then currently applicable in the County.

Section 14.13 Counterparts

. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed

counterparts by facsimile or e-mail in a PDF file to the other party or to the other party's counsel. Facsimile or signatures in a PDF file shall have the same legal effect as original signatures.

Section 14.14 **Confidentiality.** The Parties hereby agree to not disclose, discuss, distribute or disseminate any of the information contained in this Agreement or other knowledge Seller or Buyer may obtain relating to this Agreement, to third parties, other than those who require such knowledge, such as the parties' employees, consultants and attorneys, without the express advance written consent of the other Party. The Parties acknowledge that such restrictions are reasonable in time and manner and agrees that these restrictions are material, appropriate and commercially reasonable for the protection of the Parties' commercial interests. Each Party acknowledges that its violation of the provisions hereof may cause irreparable injury to the other, and that such violation may not be capable of remedy by money damages or other remedy at law. Either Party shall therefore have the right to seek injunctive and equitable relief to restrain any unauthorized disclosure or use (or any attempted or intended disclosure or use) in any court of competent jurisdiction, without the necessity of either Party posting any bond in such proceeding. However, nothing herein shall in any way be construed as limiting either Party's rights to seek damages for any violation of the foregoing.

Section 14.15 **1031 Exchange**. Either Party may consummate the sale of the Property as part of a socalled like kind exchange (the "**Exchange**") pursuant to § 1031 of the Internal Revenue Code of 1986, as amended, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging Party's obligations under this Agreement, and (b) the non-exchanging Party shall not incur any additional expense or obligation as a result of the exchange or be required to acquire or hold title to any real property for purposes of consummating the Exchange. The non-exchanging Party shall not, by this Agreement or acquiescence to the Exchange, (i) have its rights under this Agreement affected or diminished in any manner or (ii) be responsible for compliance with or be deemed to have warranted to the exchanging Party that the Exchange in fact complies with § 1031 of the Internal Revenue Code of 1986, as amended.

[continued]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement on the dates indicated below.

SELLER:

CARLTON RAY & DOLORES C BOHON

_____ [SEAL]
Carlton Ray Bohon

Date: 4-29-2025

_____ [SEAL]
Dolores C Bohon

Date: 4-29-2025

[continued]

BUYER:

North DTL CC Ph1, LLC

By:_____[SEAL]
Ty White, Managing Member

Date: May 9, 2025

[continued]

ESCROW AGENT

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

FREISEM, MACON, SWANN & MALONE, LLP

By:

Name: Joseph G. Mattarella
Its: Partner

Date:_____

Docusign Envelope ID: 81699A50-5B58-83F4-8272-47750232C632

FIRST AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(LAWRENCEVILLE ASSEMBLAGE –BOHON)

THIS FIRST AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "**Amendment**"), executed by the undersigned parties, is made effective as of the 20th day of April, 2026 ("**First Amendment Effective Date**") by and between **CARLTON RAY BOHON and DOLORES C BOHON** (collectively, "**Seller**") and **NORTH DTL CC PH1, LLC,** a Georgia limited liability company ("**Buyer**")

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Agreement for the Purchase and Sale of Real Property having an Effective Date of May 9, 2025 (the "**Agreement**");

WHEREAS, the Agreement concerns the sale of real property in Gwinnett County, Georgia; and

WHEREAS, the parties are desirous of amending the Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars ($10.00) in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby amend the Agreement as follows:

1. All capitalized terms used herein will have the meanings ascribed to those terms in the Agreement, unless otherwise specified.

2. The recitals set forth above are incorporated herein as part of this Amendment.

3. Where conflicting, the terms and provisions of this Amendment shall supersede and control over those set forth in the Agreement.

4. Within five (5) business days following the First Amendment Effective Date, Buyer shall deposit the sum of Five Thousand and No/100 Dollars ($5,000.00) as additional Deposit with Escrow Agent. Notwithstanding anything in the Agreement set forth to the contrary, the Deposit is (i) nonrefundable to Buyer except for (x) a Seller's Default or (y) those provisions in the Agreement which expressly entitle Buyer to a refund of the Deposit, and (ii) applicable to the Purchase Price at Closing.

5. Section 7.01 of the Agreement shall be amended by deleting the first and last sentences therein and substituting the first sentence with the following:

"Closing shall take place on or before July 31, 2026 (the "Closing Date")."

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6. The provisions set forth in this Amendment shall be binding on the parties hereto and their respective successors and assigns. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

7. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

[Execution Begins on Following Page]

Docusign Envelope ID: 81699A50-5B58-83F4-8272-47750232C632

IN WITNESS WHEREOF, the parties have executed this Amendment as of the First Amendment Effective Date.

BUYER:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

Signed by:
By: Ty White
B5AE2040044D4DD...
Name: Ty White
Title: Manager

[Execution Continued on Following Page]

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SELLER:

Signed by:
Ray Bohon
7779D2C598724C0...

CARLTON RAY BOHON

Signed by:
47D51DDDD7D2463...

DOLORES C BOHON

Docusign Envelope ID: 66CBCC25-0D98-8490-831E-046B3FA92449

SECOND AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(LAWRENCEVILLE ASSEMBLAGE –BOHON)

THIS SECOND AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "**Amendment**"), executed by the undersigned parties, is made effective as of the 21st day of July, 2026 ("**Second Amendment Effective Date**") by and between **CARLTON RAY BOHON and DOLORES C BOHON** (collectively, "**Seller**") and **NORTH DTL CC PH1, LLC,** a Georgia limited liability company ("**Buyer**")

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Agreement for the Purchase and Sale of Real Property having an Effective Date of May 9, 2025 (the "**Agreement**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of April 20, 2026 (the "**First Amendment**");

WHEREAS, the Agreement concerns the sale of real property in Gwinnett County, Georgia; and

WHEREAS, the parties are desirous of amending the Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars ($10.00) in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby amend the Agreement as follows:

1. All capitalized terms used herein will have the meanings ascribed to those terms in the Agreement, unless otherwise specified.

2. The recitals set forth above are incorporated herein as part of this Amendment.

3. Where conflicting, the terms and provisions of this Amendment shall supersede and control over those set forth in the Agreement.

4. Section 7.01 of the Agreement shall be amended by deleting the first and last sentences therein and substituting the first sentence with the following:

"Closing shall take place on or before August 31, 2026 (the "Closing Date")."

5. The provisions set forth in this Amendment shall be binding on the parties hereto and their respective successors and assigns. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

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6. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

[Execution Begins on Following Page]

Docusign Envelope ID: 66CBCC25-0D98-8490-831E-046B3FA92449

IN WITNESS WHEREOF, the parties have executed this Amendment as of the First Amendment Effective Date.

BUYER:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

Signed by:
Ty White
B5AE2040044D4DD...

By: _____
Name: Ty White
Title: Manager

[Execution Continued on Following Page]

Docusign Envelope ID: 66CBCC25-0D98-8490-831E-046B3FA92449

SELLER:

Signed by:
Ray Bohon
7779D2C598724C0...

CARLTON RAY BOHON

Signed by:
Dolores Bohon
47D51DDDD7D2463...

DOLORES C BOHON

Docusign Envelope ID: 5F7B7DF7-208B-8A25-81AD-BF03C899F4E7

THIRD AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(LAWRENCEVILLE ASSEMBLAGE –BOHON)

THIS THIRD AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "**Amendment**"), executed by the undersigned parties, is made effective as of the 28th day of August, 2026 ("**Third Amendment Effective Date**") by and between **CARLTON RAY BOHON and DOLORES C BOHON** (collectively, "**Seller**") and **NORTH DTL CC PH1, LLC,** a Georgia limited liability company ("**Buyer**")

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Agreement for the Purchase and Sale of Real Property having an Effective Date of May 9, 2025 (the "**Agreement**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of April 20, 2026 (the "**First Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of July 21, 2026 (the "**Second Amendment**");

WHEREAS, the Agreement concerns the sale of real property in Gwinnett County, Georgia; and

WHEREAS, the parties are desirous of amending the Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars ($10.00) in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby amend the Agreement as follows:

1. All capitalized terms used herein will have the meanings ascribed to those terms in the Agreement, unless otherwise specified.

2. The recitals set forth above are incorporated herein as part of this Amendment.

3. Where conflicting, the terms and provisions of this Amendment shall supersede and control over those set forth in the Agreement.

4. Section 7.01 of the Agreement shall be amended by deleting the first and last sentences therein and substituting the first sentence with the following:

"Closing shall take place on or before September 30, 2026 (the "Closing Date")."

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5. The provisions set forth in this Amendment shall be binding on the parties hereto and their respective successors and assigns. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

6. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

[Execution Begins on Following Page]

Docusign Envelope ID: 5F7B7DF7-208B-8A25-81AD-BF03C899F4E7

IN WITNESS WHEREOF, the parties have executed this Amendment as of the First Amendment Effective Date.

BUYER:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

Signed by:
By: Ty White
B5AE2040044D4DD...
Name: Ty White
Title: Manager

[Execution Continued on Following Page]

Docusign Envelope ID: 5F7B7DF7-208B-8A25-81AD-BF03C899F4E7

SELLER:

Signed by:
Ray Bohon
7779D2C598724C0...
CARLTON RAY BOHON

Signed by:
Dolores Bohon
47D51DDDD7D2463...
DOLORES C BOHON

Docusign Envelope ID: 6D850F09-33B2-8D1B-81FC-FC2234C7208D

FOURTH AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (LAWRENCEVILLE ASSEMBLAGE –BOHON)

THIS FOURTH AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "**Amendment**"), executed by the undersigned parties, is made effective as of the 29th day of September, 2026 ("**Fourth Amendment Effective Date**") by and between **CARLTON RAY BOHON and DOLORES C BOHON** (collectively, "**Seller**") and **NORTH DTL CC PH1, LLC,** a Georgia limited liability company ("**Buyer**")

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Agreement for the Purchase and Sale of Real Property having an Effective Date of May 9, 2025 (the "**Agreement**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of April 20, 2026 (the "**First Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of July 21, 2026 (the "**Second Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of August 28, 2026 (the "**Third Amendment**");

WHEREAS, the Agreement concerns the sale of real property in Gwinnett County, Georgia; and

WHEREAS, the parties are desirous of amending the Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars ($10.00) in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby amend the Agreement as follows:

1. All capitalized terms used herein will have the meanings ascribed to those terms in the Agreement, unless otherwise specified.

2. The recitals set forth above are incorporated herein as part of this Amendment.

3. Where conflicting, the terms and provisions of this Amendment shall supersede and control over those set forth in the Agreement.

4. Section 7.01 of the Agreement shall be amended by deleting the first and last sentences therein and substituting the first sentence with the following:

Docusign Envelope ID: 6D850F09-33B2-8D1B-81FC-FC2234C7208D

"Closing shall take place on or before October 15, 2026 (the "Closing Date")."

5. The provisions set forth in this Amendment shall be binding on the parties hereto and their respective successors and assigns. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

6. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

[Execution Begins on Following Page]

Docusign Envelope ID: 6D850F09-33B2-8D1B-81FC-FC2234C7208D

IN WITNESS WHEREOF, the parties have executed this Amendment as of the First Amendment Effective Date.

BUYER:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

Signed by:
Ty White
B5AE2040044D4DD...

By: _____
Name: Ty White
Title: Manager

[Execution Continued on Following Page]

Docusign Envelope ID: 6D850F09-33B2-8D1B-81FC-FC2234C7208D

SELLER:

Signed by:
Ray Bohon
7779D2C598724C0...

CARLTON RAY BOHON

Signed by:
Dolores Bohon
47D31DDDD7D2463...

DOLORES C BOHON

Docusign Envelope ID: 868C284F-746E-8E90-81BD-89651A9AB65B

FIFTH AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(LAWRENCEVILLE ASSEMBLAGE –BOHON)

THIS FOURTH AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "**Amendment**"), executed by the undersigned parties, is made effective as of the 14th day of October, 2026 ("**Fifth Amendment Effective Date**") by and between **CARLTON RAY BOHON and DOLORES C BOHON** (collectively, "**Seller**") and **NORTH DTL CC PH1, LLC,** a Georgia limited liability company ("**Buyer**")

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Agreement for the Purchase and Sale of Real Property having an Effective Date of May 9, 2025 (the "**Agreement**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of April 20, 2026 (the "**First Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of July 21, 2026 (the "**Second Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of August 28, 2026 (the "**Third Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of September 29, 2026 (the "**Fourth Amendment**");

WHEREAS, the Agreement concerns the sale of real property in Gwinnett County, Georgia; and

WHEREAS, the parties are desirous of amending the Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars ($10.00) in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby amend the Agreement as follows:

1. All capitalized terms used herein will have the meanings ascribed to those terms in the Agreement, unless otherwise specified.

2. The recitals set forth above are incorporated herein as part of this Amendment.

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3. Where conflicting, the terms and provisions of this Amendment shall supersede and control over those set forth in the Agreement.

4. Section 7.01 of the Agreement shall be amended by deleting the first and last sentences therein and substituting the first sentence with the following:

"Closing shall take place on or before November 18, 2026 (the "Closing Date")."

5. The provisions set forth in this Amendment shall be binding on the parties hereto and their respective successors and assigns. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

6. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

[Execution Begins on Following Page]

Docusign Envelope ID: 868C284F-746E-8E90-81BD-89651A9AB65B

IN WITNESS WHEREOF, the parties have executed this Amendment as of the First Amendment Effective Date.

BUYER:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

Signed by:
Ty White
B5AE2040044D4DD...

By: _____
Name: Ty White
Title: Manager

[Execution Continued on Following Page]

Docusign Envelope ID: 868C284F-746E-8E90-81BD-89651A9AB65B

SELLER:

Signed by:
Ray Bohon
7779D2C598724C0...

CARLTON RAY BOHON

Signed by:
Dolores Bohon
47B51DBDD7B2409...

DOLORES C BOHON

Docusign Envelope ID: A498D9FC-E567-85FD-839B-D20441750AC8

SIXTH AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(LAWRENCEVILLE ASSEMBLAGE –BOHON)

THIS SIXTH AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "**Amendment**"), executed by the undersigned parties, is made effective as of the 7th day of November, 2026 ("**Sixth Amendment Effective Date**") by and between **CARLTON RAY BOHON and DOLORES C BOHON** (collectively, "**Seller**") and **NORTH DTL CC PH1, LLC,** a Georgia limited liability company ("**Buyer**")

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Agreement for the Purchase and Sale of Real Property having an Effective Date of May 9, 2025 (the "**Agreement**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of April 20, 2026 (the "**First Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of July 21, 2026 (the "**Second Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of August 28, 2026 (the "**Third Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of September 29, 2026 (the "**Fourth Amendment**");

WHEREAS, Seller and Buyer amended the certain Agreement for the Purchase and Sale of Real Property with the Amendment having an Effective Date of October 14, 2026 (the "**Fifth Amendment**");

WHEREAS, the Agreement concerns the sale of real property in Gwinnett County, Georgia; and

WHEREAS, the parties are desirous of amending the Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars ($10.00) in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby amend the Agreement as follows:

1. All capitalized terms used herein will have the meanings ascribed to those terms in the Agreement, unless otherwise specified.

Docusign Envelope ID: A498D9FC-E567-85FD-839B-D20441750AC8

2. The recitals set forth above are incorporated herein as part of this Amendment.

3. Where conflicting, the terms and provisions of this Amendment shall supersede and control over those set forth in the Agreement.

4. Section 7.01 of the Agreement shall be amended by deleting the first and last sentences therein and substituting the first sentence with the following:

"Closing shall take place on or before November 30, 2026 (the "Closing Date")."

5. The provisions set forth in this Amendment shall be binding on the parties hereto and their respective successors and assigns. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

6. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

[Execution Begins on Following Page]

Docusign Envelope ID: A498D9FC-E567-85FD-839B-D20441750AC8

IN WITNESS WHEREOF, the parties have executed this Amendment as of the First Amendment Effective Date.

BUYER:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

By: Signed by: Ty White DSAF2940044D4DD...
Name: Ty White
Title: Manager

[Execution Continued on Following Page]

Docusign Envelope ID: A498D9FC-E567-85FD-839B-D20441750AC8

SELLER:

Signed by:
Ray Bohon
7779D2C598724C0...

CARLTON RAY BOHON

Signed by:
Dolores Bohon
47D51DDDD7D3463...

DOLORES C BOHON

Docusign Envelope ID: 888A7F0B-E969-8092-812A-35F574CE1A49

ASSIGNMENT OF
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(BOHON)

This **ASSIGNMENT OF AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY** (the "Assignment"), is made and entered into to be effective as of the ___ day of November 2026 (the "Effective Date"), by and between **NORTH DTL CC PH1, LLC**, a Georgia limited liability company ("Assignor"), and **CITY OF LAWRENCEVILLE**, a Georgia municipal corporation ("Assignee").

P R E M I S E S:

WHEREAS, Assignor, as "Buyer", and Carlton Ray Bohon and Dolores C. Bohon, collectively as "Seller" (collectively, the "Seller") have entered into that certain Agreement for the Purchase and Sale of Real Property, complete copies of which, together with all amendments, are set forth on Exhibit "A" to this Assignment and are incorporated herein by reference (collectively, the "Purchase Agreement") for the purchase and sale of certain real property located in Gwinnett County, Georgia (the "Property"); and

WHEREAS, Assignor and Assignee desire to set forth the terms and conditions upon which the Purchase Agreement will be assigned from Assignor to Assignee; and

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises, the payment of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the faithful performance of the covenants of the said Purchase Agreement as therein stated, the parties hereto agree as follows:

1. Assignment of Purchase Agreement. Assignor hereby assigns, transfers and sets over to Assignee said Purchase Agreement and all of Assignor's rights and obligations of the "Buyer" under the Purchase Agreement.

2. Acceptance of Assignment. Assignee hereby accepts the foregoing assignment of the Purchase Agreement and agrees to carry out and perform all of the obligations and requirements of the Buyer stated therein and to assume all obligations thereunder arising from and after the Effective Date of this Assignment.

3. Return of Funds. Assignee shall pay the full Purchase Price due under the Purchase Agreement at Closing without credit for the Deposit, Extension Deposits or any additional deposits previously delivered to Escrow Agent pursuant to the Purchase Agreement. At Closing, Escrow Agent is hereby authorized and directed to promptly release and return the Deposit, all Extension Deposits or any additional deposits in the total sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) (collectively, the "Funds") to Assignor. In the event Assignee fails to close on the Property on or before November 30, 2026, Assignee shall, within three (3) business days thereafter, deposit with Escrow Agent a sum equal to the Funds to replace the Funds under the

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Purchase Agreement. Upon receipt of the same, Escrow Agent is hereby authorized and directed to promptly release and return the Funds to Assignor.

4. Assignor's Representations and Warranties. Assignor hereby represents and warrants to Assignee that:

(a) The Purchase Agreement has not been terminated, and neither Assignor nor, to Assignor's knowledge, the Seller thereunder is in default. The Purchase Agreement has not been modified or amended except as set forth on Exhibit "A".

(b) The Purchase Agreement has not been assigned by Assignor to any other party in any manner.

(c) Assignor is not represented by any broker, agent or finder in connection with the transactions contemplated under this Assignment.

5. Indemnity. Assignor does hereby indemnify and hold harmless Assignee from and against any and all acts or omissions of Assignor as Buyer under the Purchase Agreement prior to the Effective Date, and Assignee does hereby indemnify and hold harmless Assignor from and against any and all acts or omissions of Assignee as Buyer under the Purchase Agreement on or after the Effective Date. The foregoing indemnities shall survive termination of this Assignment and Closing under the Purchase Agreement.

6. Entire Agreement. This Assignment contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Assignment, which are not fully expressed herein.

7. Further Acts. Each party hereto agrees to perform any and all such further and additional acts and execute and deliver any and all such further and additional instruments and documents as may be reasonably necessary in order to carry out the provisions and effectuate the intent of this Assignment.

8. Authority. Each party hereto represents and warrants that it has full authority to execute the Assignment and bind to the Assignment its respective partners, trustees, beneficiaries, remaindermen, directors, officers, employees, agents, advisors, attorneys, successors, assigns and personal representatives.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

10. Breach. Should any party breach any part of this Assignment and as a result thereof a party employs an attorney to enforce or defend its rights hereunder, the parties agree that the prevailing party shall be entitled to its reasonable attorneys' fees and costs in prosecuting or defending its claims.

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11. Benefit. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, legal representatives, heirs and legatees.

12. Capitalized Terms. All capitalized terms used in this Assignment will have the meanings ascribed to those terms in the Purchase Agreement, unless otherwise specified.

13. Counterpart Execution. This Assignment may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

[Signatures on Following Page]

Docusign Envelope ID: 888A7F0B-E969-8092-812A-35F574CE1A49

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above first stated.

ASSIGNOR:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

Signed by:
By: Ty White
B5AE2040044D4DD...
Name: Ty White
Title: Manager

ASSIGNEE:

CITY OF LAWRENCEVILLE, a Georgia municipal corporation

By:_____
Name:_____
Title:_____