

Memo

TO: Mayor and Council
FROM: Dina Rimi, City Community Development Director
DATE: February 17, 2020
RE: Variance Request –
Publix

Background

The applicant, Brent Scarbrough is requesting a variance for property tax id # 291 168 1291 008 . The variances that are needed are from the following ordinances; Sec. 74-96. - District, lot area, yard and height standards.,74-185. - Development regulations for the Hwy 16/85 Overlay, Sec. 74-186. - Design requirements. for the Hwy 16/85 Overlay, Sec. 74-188. - Building design. For the Hwy 16/85 Overlay, 74-190, Sec. 74-191. - Landscaping., Sec. 74-192. - Detention facilities., 74 -196 Sec. 74-196. - Pedestrian improvements. , Sec. 74-197. - Lighting design.

Recommendation

All variance requests should be considered carefully. Approval of this variance could create an opportunity where other residents begin to request relief from the adopted code. To avoid this, the Zoning Ordinance provides guidance of when approval of a variance would be appropriate. It states:

To authorize upon application a variance from the terms of the Ordinance, but only where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, which, at the time of adoption of this Ordinance was a lot or plat of record; or where, by reason of exceptional topographic conditions or other extraordinary or exceptional conditions of a piece of property, or where by reason of other extraordinary or exceptional circumstances the strict application of the requirements of this Ordinance would result in practical difficulties of, or undue hardship upon, the owner of this property, provided that this relief may be granted without substantially impairing the intent and purpose of this Ordinance. In granting a variance, the City Council may attach such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable so that the purpose of this Ordinance will be served, public safety and welfare secured and substantial justice done. However, the City Council shall not be authorized to grant a use variance to permit a use in a district in which the use is prohibited.

Staff has supplied a matrix with the applicant's reason for wanting the variances and the staff's opinion on each variance item that is being requested.

D2019019535

FILED IN OFFICE
CLERK OF COURT
10/25/2019 12:13 PM
CINDY BROWN, CLERK
SUPERIOR COURT
COWETA COUNTY, GA

Cindy H. Brown

Space Above This Line for Recorder's Use

Prepared by and after recording, please return to:
Hartman Simons & Wood LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339
Attention: Yvette Fallone-Tietje, Esq.

**SLOPE, ACCESS AND TEMPORARY CONSTRUCTION
EASEMENT AND PROPERTY RESTRICTION AGREEMENT**

This **SLOPE, ACCESS AND TEMPORARY CONSTRUCTION EASEMENT AND PROPERTY RESTRICTION AGREEMENT** (this "Agreement") is made and entered into as of the 25th day of October, 2019 (the "Effective Date"), by and among **SENOIA GROCERY, LLC**, a Georgia limited liability company ("Senoia Grocery"), **RAM & RAHIM, INC.**, a Georgia corporation ("Ram"), and **SKY VISION PROPERTIES, LLC**, a Georgia limited liability company ("Sky Vision").

RECITALS:

A. Senoia Grocery owns certain real property located in Coweta County, Georgia, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Senoia Grocery Parcel").

B. Ram owns certain real property also located in Coweta County, Georgia, adjacent to the Senoia Grocery Parcel, as more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Ram Parcel").

C. Sky Vision owns certain real property also located in Coweta County, Georgia, adjacent to the Senoia Grocery Parcel, as more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Sky Vision Parcel").

D. Senoia Grocery intends to construct certain improvements on the Senoia Grocery Parcel, and in connection with such construction, the parties hereto have agreed to grant certain easements, as set forth herein. Any and all improvements which are or may be constructed on the Senoia Grocery Parcel are collectively referred to herein as the "Senoia Grocery Improvements."

E. The Senoia Grocery Parcel, the Ram Parcel and the Sky Vision Parcel are referred to collectively herein as the "Parcels" and each as a "Parcel."

F. The general physical relationship between the Parcels is shown on the site plan attached hereto as Exhibit "F" and incorporated herein by this reference (the "Site Plan").

A G R E E M E N T:

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, Senoia Grocery, Ram and Sky Vision hereby covenant and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated within and made an integral part of this Agreement as if fully set forth herein.

2. Grant of Easements.

(a) Ram Slope Easement. Ram hereby grants to Senoia Grocery and its successors and assigns, as an appurtenance to the Senoia Grocery Parcel, a perpetual, non-exclusive easement for the construction and maintenance, repair and replacement of a slope and any required retaining walls in those portions of the Ram Parcel lying and being within the area depicted as the "Slope Easement" on Exhibit D-1 attached hereto and made a part hereof by this reference, and legally described on Exhibit E-1 attached hereto and made a part hereof by this reference (the "Slope Easement Area").

(b) Ram Temporary Construction Easement. Ram hereby grants to Senoia Grocery and its successors and assigns, as an appurtenance to the Senoia Grocery Parcel, non-exclusive, temporary construction easement on, over and across the Ram Parcel for the construction of the slope and any required retaining walls within those portions of the Slope Easement Area located within the Ram Parcel (the "Ram Temporary Construction Easement"). The Ram Temporary Construction Easement shall automatically terminate upon the completion of construction of the slope and any required retaining walls in the Slope Easement Area. Senoia Grocery shall restore, at its sole cost and expense, the surface and improvements disturbed on the Ram Parcel by Senoia Grocery in connection with the installation, extension, maintenance, repair or replacement of Senoia Grocery's improvements or other work by reason of the Ram Temporary Construction Easement granted herein to a condition equal or better than the condition which existed prior to commencement of such work by Senoia Grocery. All work in the Slope Easement Area and the Ram Parcel undertaken

by Senoia Grocery or its contractors and agents shall be performed in a manner to avoid any material adverse impact on the operations or use of the Ram Parcel.

(c) Non-Alteration of the Slope Easement Area by Ram. Ram shall not cause or permit any alteration of those portions of the Slope Easement Area located within the Ram Parcel or the construction of any improvements in those portions of the Slope Easement Area located within the Ram Parcel, except as may be undertaken by, or with the prior written consent of, Senoia Grocery. Any consent of Senoia Grocery, as referenced in the first sentence of this Section 2(c), may be granted or withheld in the sole and absolute discretion of Senoia Grocery.

(d) Senoia/Ram Cross-Access Easement. Senoia Grocery and Ram hereby grant and convey, each to the other, for the benefit of the Senoia Grocery Parcel and the Ram Parcel, a perpetual, reciprocal, non-exclusive access easement and right to use the roadways, driveways, aisles, walkways and sidewalks established, located or relocated on the Senoia Grocery Parcel and the Ram Parcel from time to time including, without limitation, those portions of the area depicted as "Easement Tract" on Exhibit D-2 attached hereto and made a part hereof by this reference located within the Senoia Grocery Parcel and the Ram Parcel, respectively, and legally described on Exhibit E-2 attached hereto and made a part hereof by this reference, for purposes of ingress, egress, passage and delivery by vehicles and pedestrians, but not for parking. The access easement granted hereby shall be for the benefit of, but not restricted solely to, the owners of the Senoia Grocery Parcel and the Ram Parcel, and each such owner may grant the benefit of such easement to the tenants and other occupants of the Senoia Grocery Parcel and the Ram Parcel for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; provided, however; that the foregoing provision is not intended, nor shall it be construed, as creating any rights in or for the benefit of the general public nor shall it affect, or run to or be extended for the benefit of, any real property outside of the Senoia Grocery Parcel and the Ram Parcel. The foregoing access easement shall not be constructed to, and shall not, create any construction or other easement for the installment or construction of roadways, driveways, aisles, walkways or sidewalks by one party on the Parcel of another, nor shall such access easement be used as a construction entrance for the passage of any construction equipment, supplies or workmen for the construction of improvements on any Parcel. Senoia Grocery and Ram each reserves the right to relocate and reconfigure the common areas and the curb cuts, roadways, driveways, aisles, walkways and sidewalks on its Parcel (the "Senoia/Ram Relocation and Reconfigure Rights"); provided, however, Senoia Grocery must be provided reasonable access to State Route 85 at all times through the Ram Parcel. No parking rights are granted or conveyed by this Agreement.

(e) Sky Vision Slope Easement. Sky Vision hereby grants to Senoia Grocery and its successors and assigns, as an appurtenance to the Senoia Grocery Parcel, a perpetual, non-exclusive easement for the construction and maintenance, repair and replacement of a slope and any required retaining walls in those portions of the Sky Vision Parcel lying and being within the Slope Easement Area.

(f) Sky Vision Temporary Construction Easement. Sky Vision hereby grants to Senoia Grocery and its successors and assigns, as an appurtenance to the Senoia Grocery Parcel, non-exclusive, temporary construction easement on, over and across the Sky Vision Parcel for the

construction of the slope and any required retaining walls within those portions of the Slope Easement Area located within the Sky Vision Parcel (the "Sky Vision Temporary Construction Easement"). The Sky Vision Temporary Construction Easement shall automatically terminate upon the completion of construction of the slope and any required retaining walls in the Slope Easement Area. Senoia Grocery shall restore, at its sole cost and expense, the surface and improvements disturbed on the Sky Vision Parcel by Senoia Grocery in connection with the installation, extension, maintenance, repair or replacement of Senoia Grocery's improvements or other work by reason of the Sky Vision Temporary Construction Easement granted herein to a condition equal or better than the condition which existed prior to commencement of such work by Senoia Grocery. All work in the Slope Easement Area and the Sky Vision Parcel undertaken by Senoia Grocery or its contractors and agents shall be performed in a manner to avoid any material adverse impact on the operations or use of the Sky Vision Parcel.

(g) Non-Alteration of the Slope Easement Area. Sky Vision shall not cause or permit any alteration of those portions of the Slope Easement Area located within the Sky Vision Parcel or the construction of any improvements in those portions of the Slope Easement Area located within the Sky Vision Parcel, except as may be undertaken by, or with the prior written consent of, Senoia Grocery. Any consent of Senoia Grocery, as referenced in the first sentence of this Section 2(g), may be granted or withheld in the sole and absolute discretion of Senoia Grocery.

(h) Senoia/Sky Vision Cross-Access Easement. Senoia Grocery and Sky Vision hereby grant and convey, each to the other, for the benefit of the Senoia Grocery Parcel and the Sky Vision Parcel, a perpetual, reciprocal, non-exclusive access easement and right to use the roadways, driveways, aisles, walkways and sidewalks established, located or relocated on the Senoia Grocery Parcel and the Sky Vision Parcel from time to time, for purposes of ingress, egress, passage and delivery by vehicles and pedestrians, but not for parking. The access easement granted hereby shall be for the benefit of, but not restricted solely to, the owners of the Senoia Grocery Parcel and the Sky Vision Parcel, and each such owner may grant the benefit of such easement to the tenants and other occupants of the Senoia Grocery Parcel and the Sky Vision Parcel for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; provided, however; that the foregoing provision is not intended, nor shall it be construed, as creating any rights in or for the benefit of the general public nor shall it affect, or run to or be extended for the benefit of, any real property outside of the Senoia Grocery Parcel and the Sky Vision Parcel. The foregoing access easement *shall not* be constructed to, and shall not, create any construction or other easement for the installment or construction of roadways, driveways, aisles, walkways or sidewalks by one party on the Parcel of another, nor shall such access easement be used as a construction entrance for the passage of any construction equipment, supplies or workmen for the construction of improvements on any Parcel. Senoia Grocery and Sky Vision each reserves the right to relocate and reconfigure the common areas and the curb cuts, roadways, driveways, aisles, walkways and sidewalks on its Parcel (the "Senoia/Sky Vision Relocation and Reconfigure Rights"). No parking rights are granted or conveyed by this Agreement.

(i) Additional Covenants. Each party hereby covenants and agrees not to obstruct or interfere with the easements granted in this Section 2 or, except for the Senoia/Ram Relocation and Reconfigure Rights and the Senoia/Sky Vision Relocation and Reconfigure Rights, the areas of the Parcels that are subject to such easements, nor shall any act be taken or any omission be

made which would impede the full use and enjoyment by the parties hereto, and their successors and assigns, of any of the easements created hereby.

3. Use Restriction.

(a) Except as otherwise expressly provided in Section 3(b) below, for so long as the Ram Parcel is open and operating and primarily used, in whole or part, for the dispensing of retail motor fuels, Senoia Grocery hereby covenants and agrees, for the period of twenty (20) years from the Effective Date, not to use, lease, rent, sell, transfer, suffer or permit to be used, leased, rented, sold, transferred or otherwise occupied, any portion of the Senoia Grocery Parcel for the purpose of operating thereon, in whole or part, a gas station or for sales of motor fuels.

(b) Notwithstanding the foregoing, the restriction set forth in Section 3(a) *does not* apply to (i) Publix Super Markets, Inc. ("Publix"), or (ii) any entity in which Publix owns a beneficial interest, or (iii) any entity that owns a beneficial interest in Publix, or (iv) any successors or assigns of any of the parties described in items (i), (ii) or (iii).

4. Indemnification. Each Parcel owner shall protect, defend, indemnify and hold the other Parcel owners harmless from and against any damages, liability, actions, claims, and expenses (including, without limitation, reasonable attorneys' fees actually incurred) in connection with the loss of life, personal injury and/or damage to property to the extent it is occasioned by any negligent or willful act or omission of the indemnifying party or its respective agents, contractors, employees, or licensees in connection with the exercise of the rights or the discharge of the obligations under this Agreement; provided, however, that an indemnified party shall not be entitled to the benefits of this Section 4 with respect to matters arising from such indemnified party's negligent or willful acts or omissions or such indemnified party's breach or default under the terms of this Agreement.

5. Injunctive and Other Remedies. In the event of a breach by any party to this Agreement, each non-defaulting party shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. The parties hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of any other party hereto. Any costs and expenses of any such proceeding (including, without limitation, reasonable attorneys' fees actually incurred), shall be paid by the defaulting party. In the event an action is brought against a party alleging breach or seeking certain relief, it shall not be necessary to name all parties to the action, only to join the party against whom relief is sought.

6. Non-Waiver. No delay or omission by Senoia Grocery, Ram or Sky Vision in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party hereto of a breach of, or a default in the performance of, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in

this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and all remedies at law or in equity shall be available.

7. Binding Effect. This Agreement shall benefit and bind the parties hereto and their respective successors, assigns and legal representatives. Any owner of the Senoia Grocery Parcel, the Ram Parcel or the Sky Vision Parcel shall, upon the completion of a conveyance of its Parcel, be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Parcels so conveyed that remain unsatisfied.

8. Responsibility; Exculpation. Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in its Parcel and the improvements thereon.

9. Notices. Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed prepaid by registered or certified mail, return receipt requested or next business day delivery (*i.e.*, FedEx), to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice, on the third business day following the date of such mailing or when delivered if personally delivered or sent by overnight courier:

If to Senoia Grocery: Senoia Grocery, LLC
2859 Paces Ferry Road, S.E.
Suite 1140
Atlanta, Georgia 30339
Attention: Bob Rolader

If to Ram: Ram & Rahim, Inc.
1701 Williamson Road
Griffin, Georgia 30223-1269
Attention: Pyush R. Patel

If to Sky Vision: Sky Vision Properties, LLC
612 W. Soloman Street
Griffin, Georgia 30223
Attention: Dhanani Anila

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

10. Estoppel Certificates. Each party, within ten (10) days of its receipt of a written request from any other party, shall from time to time provide the requesting party a certificate binding upon such party stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or

violation; and (b) that this Agreement is in full force and effect and identifying any amendments to this Agreement as of the date of the certificate.

11. Miscellaneous.

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(c) Unless the context expressly requires otherwise: (i) use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; and (iv) the words "must," "should" and "will" have the same legal effect as the word "shall." The various headings used in this Agreement are for indexing and organizational purposes only and are not to be used to interpret, construe or apply any of the terms or provisions of this Agreement. Should any provisions of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) It is the intention of the parties hereto (and their respective heirs, personal representatives, successors and assigns) that the easements, terms, covenants and conditions set forth in this Agreement shall run with the land and with title to the Parcels. Without limiting the generality of Section 11(a) above, if any provision or application of this Agreement would prevent this Agreement from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to address as closely as possible to the intent of such provision or application and then be enforced in a manner which will allow this Agreement to so run with the land.

(f) This Agreement may be amended, modified, or terminated at any time only by an instrument in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns.

(g) Time is of the essence of each and every obligation in this Agreement.

(h) This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.

(i) Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

(j) This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

(k) The Site Plan attached as Exhibit F is included for the purpose of showing the general layout of the Parcels, the location of the Easement Tract and location of the Slope Easement Area. With respect to the Senoia Grocery Parcel, Exhibit F is not final, and the Site Plan is subject to change by Senoia Grocery without notice or consent of Ram or Sky Vision. Stores, building locations or use references in the Site Plan are not, and shall in no event be deemed to be, representations, covenants or warranties as to the development of the Senoia Grocery Parcel. Nothing herein shall be deemed to limit or restrict Senoia Grocery's right to change, alter, or expand all or any part of the Senoia Grocery Parcel.

(l) Mark Izenon has solely represented Ram in connection with the negotiation and entry of this Agreement. Sky Vision has been advised to seek the advice of independent legal counsel.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the Effective Date.

SENOIA GROCERY:

SENOIA GROCERY, LLC, a Georgia limited liability company

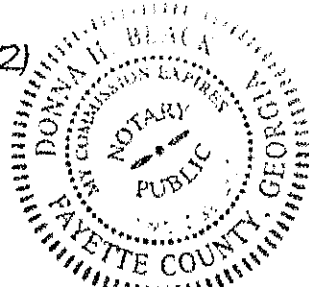
Signed, sealed and delivered in the presence of:

Lisa Jantzen
Unofficial Witness

Donna H. Black
Notary Public

By: *[Signature]* (SEAL)
Name: Robert Rolader
Title: Manager

My Commission Expires: 3.14.21



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

RAM:

Signed, sealed and delivered
in the presence of:

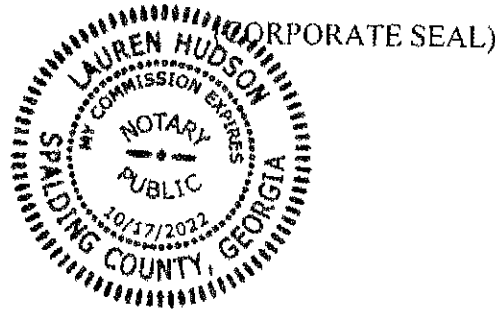
RAM & RAHIM, INC.,
a Georgia corporation

Lauren Hudson
Unofficial Witness

By: *1. Ram*
Its: *President*

Lauren Hudson
Notary Public

My Commission Expires:
10/17/2022



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

Signed, sealed and delivered
in the presence of:

SKY VISION:

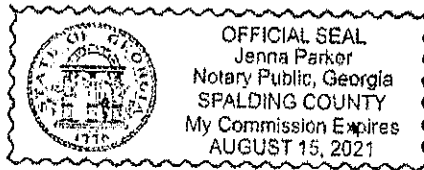
SKY VISION PROPERTIES, LLC,
a Georgia limited liability company

J. Bruce
Unofficial Witness

By: [Signature] (Seal)
Its: member

Jenna Parker
Notary Public

My Commission Expires:




**CONSENT, JOINDER AND SUBORDINATION
OF LENDER**


The undersigned, **UNITED BANK** ("Lender"), is the owner and holder of that certain Real Estate Deed to Secure Debt from **Ram & Rahim, Inc.**, dated January 15, 2014, recorded in Deed Book 4051, Page 122, of the Records of Coweta County, Georgia (the "Security Deed"). Lender, as the owner and holder of the Security Deed, hereby joins in, consents to and subordinates the Security Deed to, the foregoing Slope, Access and Temporary Construction Easement and Property Restriction Agreement (the "Agreement"), to which this Consent, Joinder and Subordination is attached, and Lender agrees that the Security Deed shall be subject to and subordinate to the Agreement, and the Agreement shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Security Deed; provided, however, that nothing herein shall modify, alter, or amend the Security Deed as between Lender and the borrower thereunder.

Signed, sealed and delivered
in the presence of:


UNITED BANK.
a Georgia banking corporation



Unofficial Witness

By: 

Its: Vice President



Notary Public

(CORPORATE SEAL)

My Commission Expires: Dec. 8, 2020

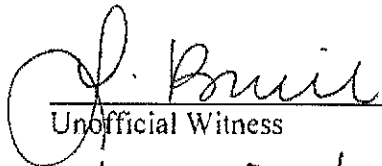


**CONSENT, JOINDER AND SUBORDINATION
OF LENDER**

The undersigned, **UNITED BANK** ("Lender"), is the owner and holder of that certain Real Estate Deed to Secure Debt from **Sky Vision Properties, LLC**, dated January 22, 2016, recorded in Deed Book 4328, Page 579, of the Records of Coweta County, Georgia (the "Security Deed"). Lender, as the owner and holder of the Security Deed, hereby joins in, consents to and subordinates the Security Deed to, the foregoing Slope, Access and Temporary Construction Easement and Property Restriction Agreement (the "Agreement"), to which this Consent, Joinder and Subordination is attached, and Lender agrees that the Security Deed shall be subject to and subordinate to the Agreement, and the Agreement shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Security Deed; provided, however, that nothing herein shall modify, alter, or amend the Security Deed as between Lender and the borrower thereunder.

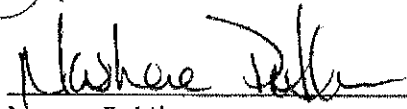
Signed, sealed and delivered
in the presence of:

UNITED BANK,
a Georgia banking corporation



Unofficial Witness

By: 
Its: Vice President



Notary Public

(CORPORATE SEAL)

My Commission Expires: Dec. 8, 2020

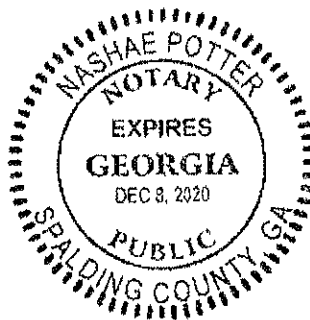


EXHIBIT A**LEGAL DESCRIPTION OF SENOIA GROCERY PARCEL**

All that tract or parcel of land lying and being in Land Lots 290 and 291, 1st District, City of Senoia, Coweta County, Georgia and being more particularly described as follows:

BEGINNING at a disturbed Right of Way monument found at the intersection of the southwesterly Right of Way of the Central of Georgia Railroad Company (150 foot Right of Way) and the northwesterly Right of Way of State Route 85 (variable Right of Way) said point being the TRUE POINT OF BEGINNING; thence from the point thus established and running along said northwesterly Right of Way of State Route 85 the following courses: South 36° 03' 15" West a distance of 31.82 feet to an iron pin set; thence North 54° 55' 04" West a distance of 62.50 feet to an iron pin set; thence South 35° 04' 56" West a distance of 21.50 feet to an iron pin set; thence South 54° 55' 04" East a distance of 62.13 feet to an iron pin set; thence South 36° 03' 15" West a distance of 204.95 feet to an iron pin set; thence North 55° 14' 20" West a distance of 48.74 feet to an iron pin set; thence South 35° 04' 56" West a distance of 21.50 feet to an iron pin set; thence South 55° 14' 20" East a distance of 48.37 feet to an iron pin set; thence South 36° 03' 15" West a distance of 103.94 feet to an iron pin set; thence North 14° 11' 27" West a distance of 29.99 feet to an iron pin set; thence South 77° 16' 05" West a distance of 21.51 feet to an iron pin set; thence South 14° 11' 27" East a distance of 48.43 feet to an iron pin set; thence South 36° 03' 15" West a distance of 44.66 feet to an iron pin set; thence North 53° 56' 47" West a distance of 14.02 feet to an iron pin set; thence South 36° 03' 13" West a distance of 23.59 feet to an iron pin set; thence South 53° 56' 47" East a distance of 14.02 feet to an iron pin set; thence South 36° 03' 15" West a distance of 198.53 feet to an iron pin set; thence leaving said northwesterly Right of Way of State Route 85 and running North 53° 56' 43" West a distance of 241.95 feet to an iron pin set; thence South 40° 29' 10" West a distance of 326.07 feet to a ½" rebar found on the northeasterly Right of Way of State Route 16 also known as Wells Street (100 foot Right of Way); thence running along said northeasterly Right of Way of State Route 16 North 49° 35' 34" West a distance of 425.32 feet to a ½" rebar found; thence leaving said northeasterly Right of Way of State Route 16 and running North 40° 29' 19" East a distance of 845.03 feet to a ½" rebar found; thence South 64° 43' 50" East a distance of 460.35 feet to a point; thence running along a curve to the left an arc length of 178.94 feet, (said curve having a radius of 1535.08 feet, with a chord bearing of South 67° 44' 18" East, and a chord length of 178.84 feet) to a disturbed Right of Way monument and the TRUE POINT OF BEGINNING. Said tract contains 11.980 Acres (521,834 Square Feet).

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 290 and 291, 1st District, City of Senoia, Coweta County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a disturbed Right of Way monument found at the intersection of the southwesterly Right of Way of the Central of Georgia Railroad Company (150 foot Right of Way) and the northwesterly Right of Way of State Route 85 (variable Right of Way); thence from the point thus established and running along said northwesterly Right of Way of State Route 85 the following courses: South 36° 03' 15" West a distance of 31.82 feet to an iron

pin set; thence North $54^{\circ} 55' 04''$ West a distance of 62.50 feet to an iron pin set; thence South $35^{\circ} 04' 56''$ West a distance of 21.50 feet to an iron pin set; thence South $54^{\circ} 55' 04''$ East a distance of 62.13 feet to an iron pin set; thence South $36^{\circ} 03' 15''$ West a distance of 204.95 feet to an iron pin set; thence North $55^{\circ} 14' 20''$ West a distance of 48.74 feet to an iron pin set; thence South $35^{\circ} 04' 56''$ West a distance of 21.50 feet to an iron pin set; thence South $55^{\circ} 14' 20''$ East a distance of 48.37 feet to an iron pin set; thence South $36^{\circ} 03' 15''$ West a distance of 103.94 feet to an iron pin set; thence North $14^{\circ} 11' 27''$ West a distance of 29.99 feet to an iron pin set; thence South $77^{\circ} 16' 05''$ West a distance of 21.51 feet to an iron pin set; thence South $14^{\circ} 11' 27''$ East a distance of 48.43 feet to an iron pin set; thence South $36^{\circ} 03' 15''$ West a distance of 44.66 feet to an iron pin set; thence North $53^{\circ} 56' 47''$ West a distance of 14.02 feet to an iron pin set; thence South $36^{\circ} 03' 13''$ West a distance of 23.59 feet to an iron pin set; thence South $53^{\circ} 56' 47''$ East a distance of 14.02 feet to an iron pin set; thence South $36^{\circ} 03' 15''$ West a distance of 198.53 feet to an iron pin set; thence leaving said northwesterly Right of Way of State Route 85 and running North $53^{\circ} 56' 43''$ West a distance of 241.95 feet to an iron pin set; thence South $40^{\circ} 29' 10''$ West a distance of 326.07 feet to a $\frac{1}{2}$ " rebar found on the northeasterly Right of Way of State Route 16 also known as Wells Street (100 foot Right of Way); thence running along said northeasterly Right of Way of State Route 16 North $49^{\circ} 35' 34''$ West a distance of 425.32 feet to a $\frac{1}{2}$ " rebar found and the TRUE POINT OF BEGINNING, from point thus established and continuing along said northeasterly Right of Way of State Route 16 North $49^{\circ} 36' 28''$ West a distance of 201.20 feet to an iron pin set; thence leaving said Right of Way North $73^{\circ} 40' 23''$ East a distance of 59.47 feet to an iron pin set; thence North $40^{\circ} 30' 04''$ East a distance of 239.43 feet to an iron pin set; thence South $53^{\circ} 01' 00''$ East a distance of 168.92 feet to an iron pin set; thence South $40^{\circ} 29' 19''$ West a distance of 299.19 feet to the TRUE POINT OF BEGINNING. Said tract contains 1.157 Acres (50,415 Square Feet).

EXHIBIT B**LEGAL DESCRIPTION OF RAM PARCEL**

All that certain tract or parcel of land situate, lying and being in Land Lot 291 of the First Land District of Coweta County, Georgia, and being identified as Tract B1, containing 0.8263 acre, according to that certain tract described on plat of survey entitled Survey for Greenfield Management Inc., Chicago Title Insurance Co., and Farmers & Merchants Bank by John R. Christopher, Registered Surveyor, R.L.S. #1766, dated November 19, 1995, and last revised April 11, 1997 and recorded on April 14, 1997 in Plat Book 64, page 209, Office of the Clerk, Coweta Superior Court, reference to which plat is hereby made for a more accurate description of the property herein conveyed.

EXHIBIT C**LEGAL DESCRIPTION OF SKY VISION PARCEL**

All that certain tract or parcel of land situate, lying and being in Land Lot 291 of the First Land District of Coweta County, Georgia, and containing 1.688 acres, more or less, and being that certain tract described on plat of survey entitled "Plat of Property for Jerry Tinsley" by John R. Christopher, Registered Surveyor, dated May 17, 1976 and recorded in Plat Book 20, Page 1, Office of the Clerk, Coweta Superior Court, reference to which plat is hereby made for a more accurate description of the property herein conveyed. Said property is more particularly described in accordance with said plat as follows:

Begin at an iron pin found on the Northerly right of way of Georgia Highway 16, which iron pin is 150 feet as measured along the Northerly right of way of Georgia Highway 16, from the intersection of the Northerly right of way of Georgia Highway 16 with the Westerly right of way of Georgia Highway 85 if said rights of way were continued in a straight line to their point of intersection, and from said iron pin and point of beginning; run thence North 50 degrees 03 minutes West a distance of 118 feet to an iron pin; thence run North 39 degrees 57 minutes East a distance of 323.3 feet to an iron pin; thence run South 54 degrees 32 minutes East a distance of 242 feet to an iron pin on the Westerly right of way of Georgia Highway 85; thence run South 35 degrees 28 minutes West along the Westerly right of way of Georgia Highway 85 a distance of 192 feet to a nail; thence run South 82 degrees 28 minutes West a distance of 204.6 feet to the iron pin on the Northerly right of way of Georgia Highway 16 and the point of beginning.

LESS AND EXCEPT:

All that tract or parcel of land, together with all improvements located thereon, lying and being in Land Lot 291, the 1st Land District, of Coweta County, Georgia, and being identified as Tract "B", containing 0.841 acre, and being more fully shown and delineated in a plat of survey dated November 19, 1996 and revised February 21, 1997, entitled "Survey for William T. Ragan", prepared by John R. Christopher, R.L.S. #1766, and being recorded in Plat Book 64, Page 168, Coweta County, Georgia records. Said plat of survey is hereby incorporated (together with all its description of metes, bounds, courses, distances and other descriptive data) into this description by reference to same in aid of description as if fully set out herein.

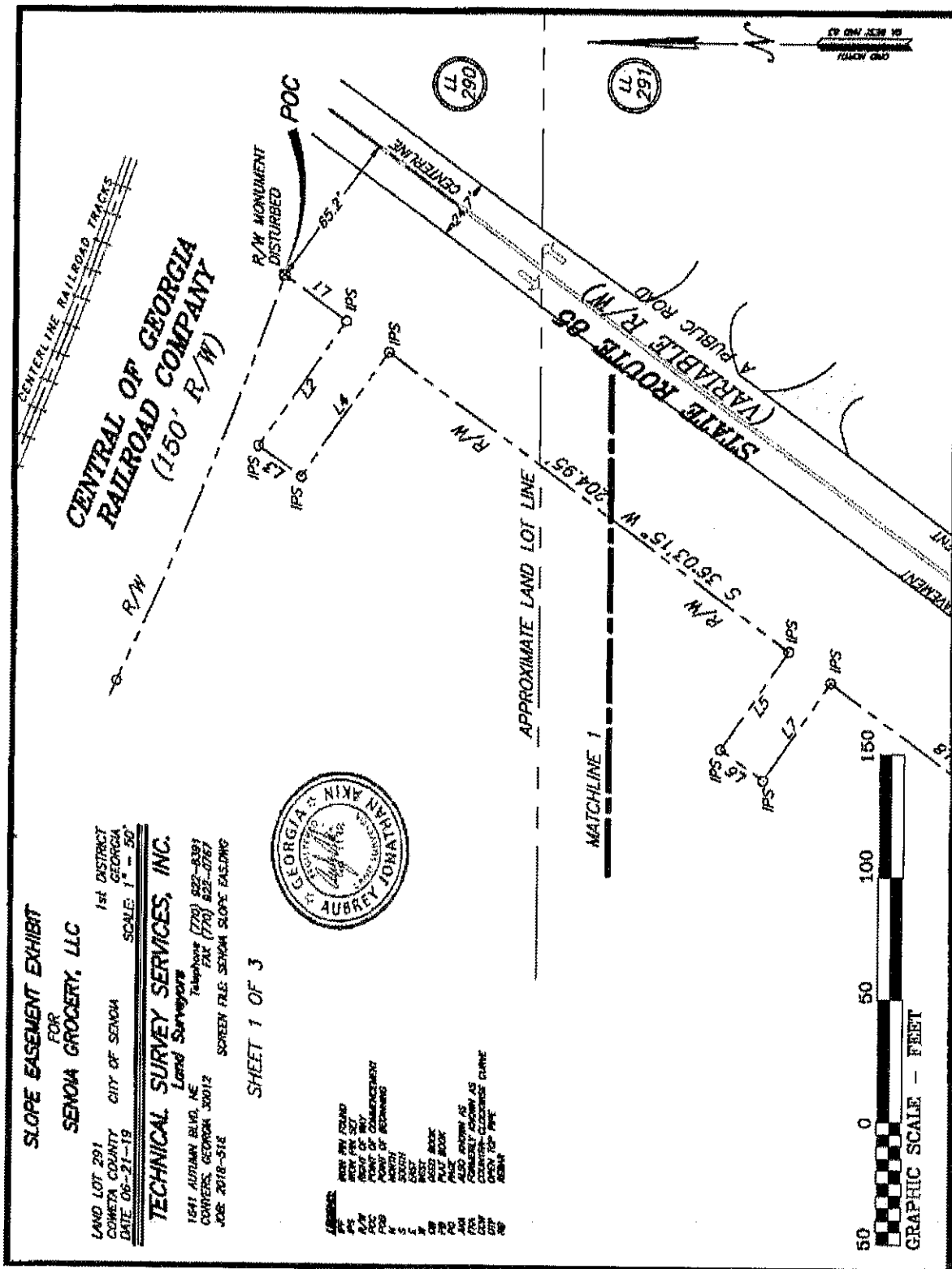
ALSO LESS AND EXCEPT:

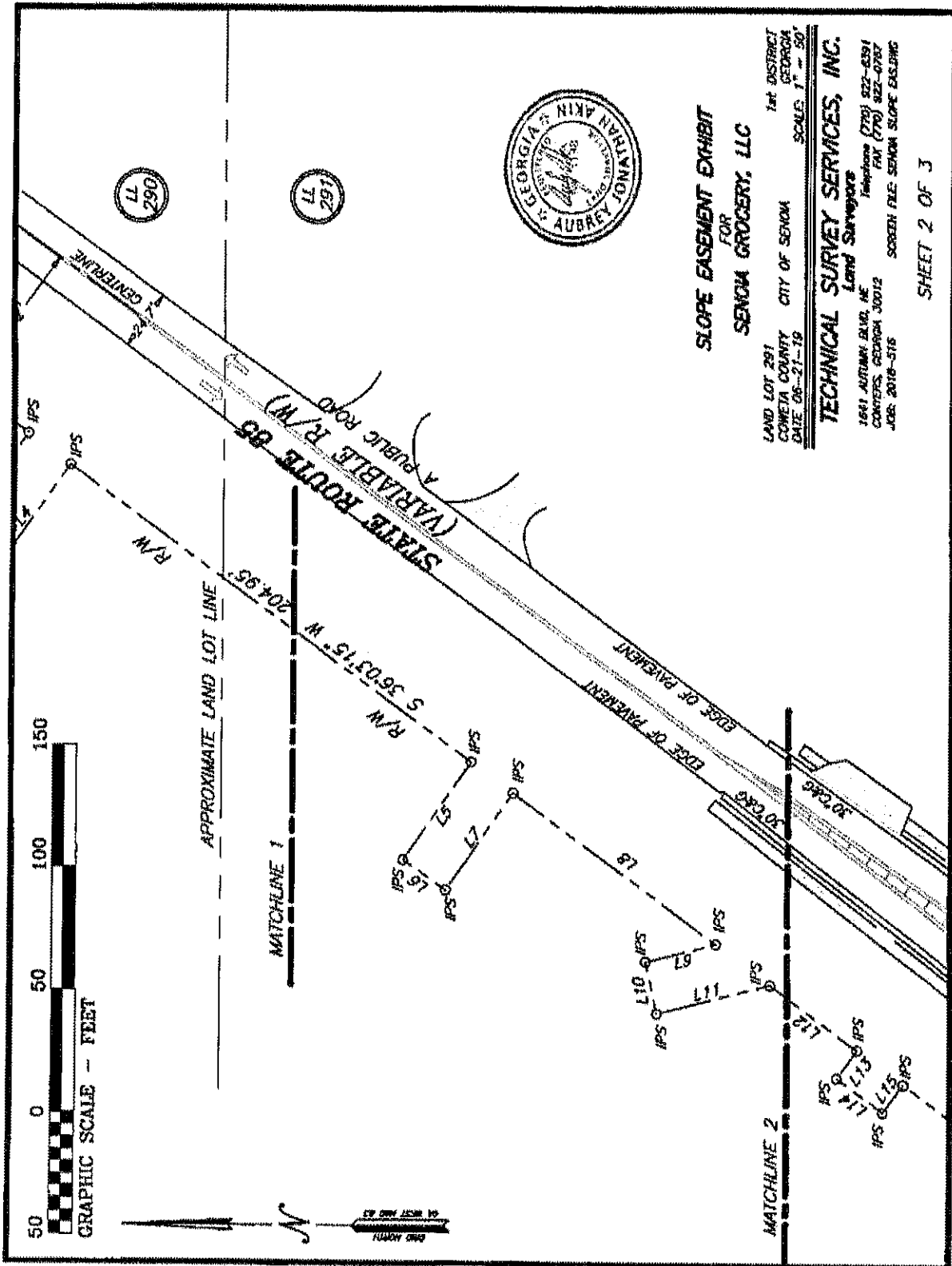
Any portion of the subject property lying within the right of way of an unrecorded right of way deed for Georgia Highway 16.

ALSO LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 291 of the 1st Land District of Coweta County, Georgia, being Parcel "A2" on plat of survey entitled, "Survey for Greenfield Management, Inc., Chicago Title Insurance Co., Farmers and Merchants Community Bank", prepared by John R. Christopher, Georgia Registered Land Surveyor No. 1766, dated November 19, 1995, last revised February 21, 1997, recorded April 14, 1997 in Plat Book 64, page 209 of the Coweta County, Georgia Records, which plat is incorporated herein by reference and made a part hereof.

EXHIBIT D-1

DEPICTION OF SLOPE EASEMENT AREA





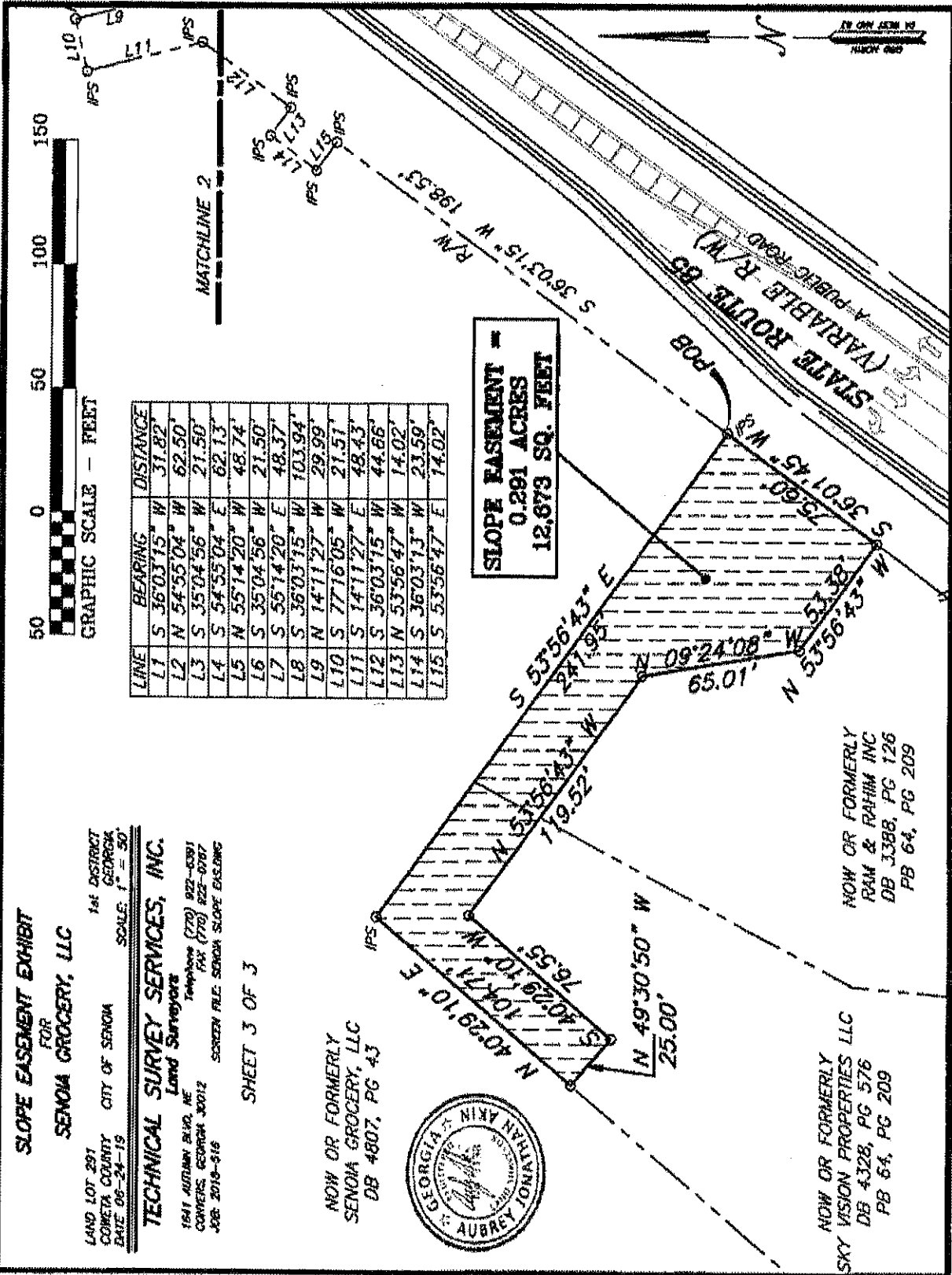
SLOPE EASEMENT EXHIBIT FOR SENCIA GROCERY, LLC

LAND LOT 291 COMETA COUNTY CITY OF SENOA DATE 06-21-19 1st DISTRICT GEORGIA SCALE: 1" = 50'

TECHNICAL SURVEY SERVICES, INC. Land Surveyors

1661 AURUM BLVD, NE CONNERS, GEORGIA 30012 Telephone (770) 922-8391 FAX (770) 922-0767 JOB: 2018-318 SCREEN FILE: SENOA_SLOPE_EXH.DWG

SHEET 2 OF 3



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 36°03'15" W | 31.82' |
| L2 | N 54°55'04" W | 62.50' |
| L3 | S 35°04'56" W | 21.50' |
| L4 | S 54°55'04" E | 62.13' |
| L5 | N 55°14'20" W | 48.74' |
| L6 | S 35°04'56" W | 21.50' |
| L7 | S 55°14'20" E | 48.37' |
| L8 | S 36°03'15" W | 103.94' |
| L9 | N 14°11'27" W | 29.99' |
| L10 | S 77°16'05" W | 21.51' |
| L11 | S 14°11'27" E | 48.43' |
| L12 | S 36°03'15" W | 44.66' |
| L13 | N 55°56'47" W | 14.02' |
| L14 | S 36°03'13" W | 23.59' |
| L15 | S 53°56'47" E | 14.02' |

**SLOPE EASEMENT =
0.281 ACRES
12,673 SQ. FEET**

SLOPE EASEMENT EXHIBIT

FOR
SENOMA GROCERY, LLC

LAND LOT 297
COMETA COUNTY CITY OF SENOMA
EXHIBIT 08-24-19

1st DISTRICT
GEORGIA
SCALE: 1" = 50'

TECHNICAL SURVEY SERVICES, INC.
Land Surveyors

1941 AUBURN BLVD, NE
CONYERS, GEORGIA 30012
JOB: 2018-016

SHEET 3 OF 3

NOW OR FORMERLY
SENOMA GROCERY, LLC
DB 4807, PG 43



NOW OR FORMERLY
SKY VISION PROPERTIES LLC
DB 4328, PG 576
PB 64, PG 209

NOW OR FORMERLY
RAM & RAHIM INC
DB 3388, PG 126
PB 64, PG 209

EXHIBIT D-2

DEPICTION OF CROSS ACCESS AREA

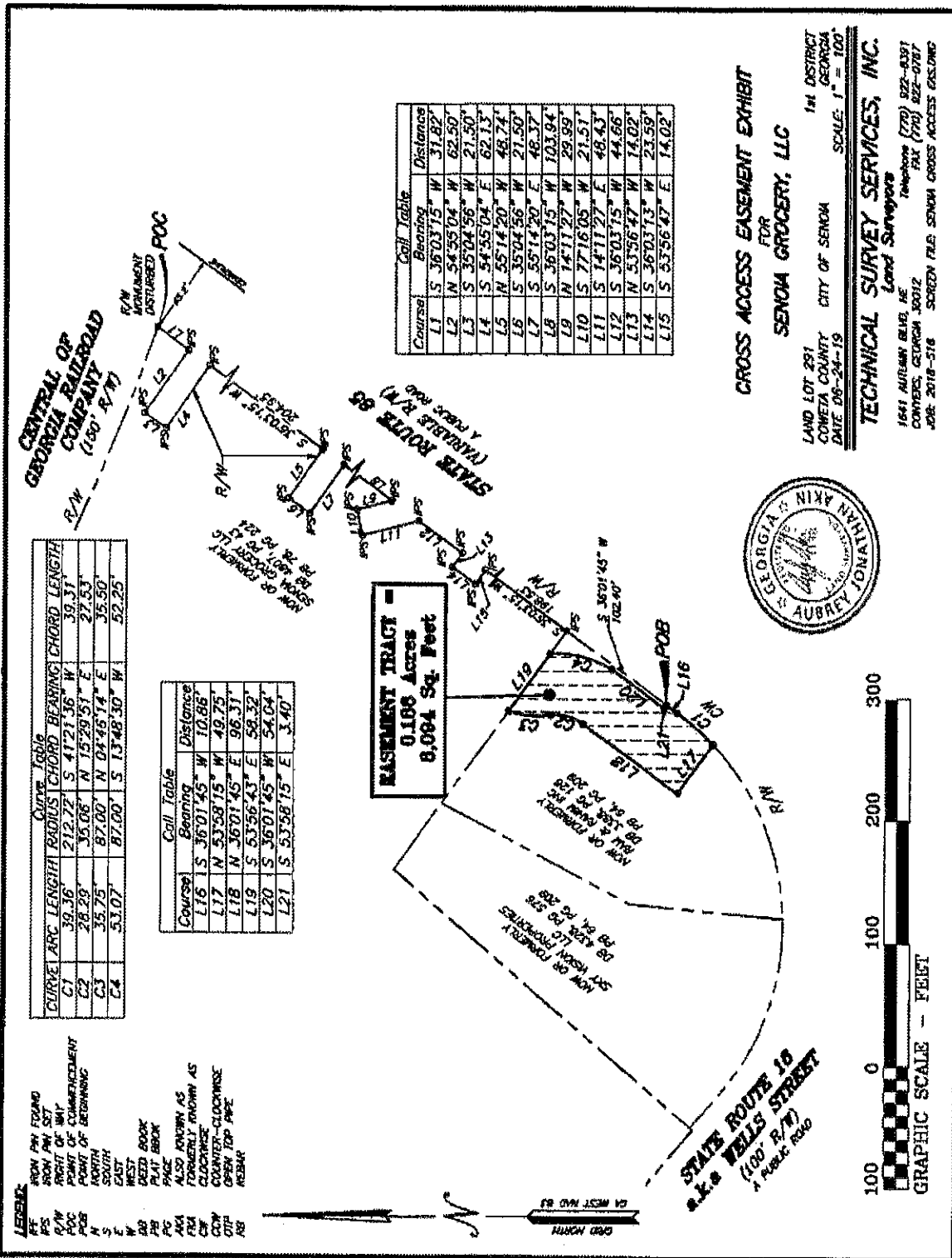


EXHIBIT E-1**LEGAL DESCRIPTION OF SLOPE EASEMENT AREA**

Senoia Slope Easement

All that tract or parcel of land lying and being in Land Lot 291 of the 1st District, City of Senoia, Coweta County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a Right of Way monument disturbed found at the intersection of the northwesterly Right of Way of State Route 85, a variable Right of Way being 65.2 feet to the centerline at this point and the southwesterly Right of Way of Central of Georgia Railroad Company, a 150 foot Right of Way; thence running along said northwesterly Right of Way of State Route 85 the following courses; South 36° 03' 15" West a distance of 31.82 feet to an iron pin set; thence North 54° 55' 04" West a distance of 62.50 feet to an iron pin set; thence South 35° 04' 56" West a distance of 21.50 feet to an iron pin set; thence South 54° 55' 04" East a distance of 62.13 feet to an iron pin set; thence South 36° 03' 15" West a distance of 204.95 feet to an iron pin set; thence North 55° 14' 20" West a distance of 48.74 feet to an iron pin set; thence South 35° 04' 56" West a distance of 21.50 feet to an iron pin set; thence South 55° 14' 20" East a distance of 48.37 feet to an iron pin set; thence South 36° 03' 15" West a distance of 103.94 feet to an iron pin set; thence North 14° 11' 27" West a distance of 29.99 feet to an iron pin set; thence South 77° 16' 05" West a distance of 21.51 feet to an iron pin set; thence South 14° 11' 27" East a distance of 48.43 feet to an iron pin set; thence South 36° 03' 15" West a distance of 44.66 feet to an iron pin set; thence North 53° 56' 47" West a distance of 14.02 feet to an iron pin set; thence South 36° 03' 13" West a distance of 23.59 feet to an iron pin set; thence South 53° 56' 47" East a distance of 14.02 feet to an iron pin set; thence South 36° 03' 15" West a distance of 198.53 feet to an iron pin set and the TRUE POINT OF BEGINNING; from the point thus established and continuing along said Right of Way of State Route 85 South 36° 01' 45" West a distance of 75.60 feet to a point; thence leaving said northwesterly Right of Way of State Route 85 and running North 53° 56' 43" West a distance of 53.38 feet to a point; thence North 09° 24' 08" West a distance of 65.01 feet to a point; thence North 53° 56' 43" West a distance of 119.52 feet to a point; thence South 40° 29' 10" West a distance of 76.55 feet to a point; thence North 49° 30' 50" West a distance of 25.00 feet to a point; thence North 40° 29' 10" East a distance of 104.71 feet to an iron pin set; thence South 53° 56' 43" East a distance of 241.95 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.291 Acres (12,673 Square Feet).

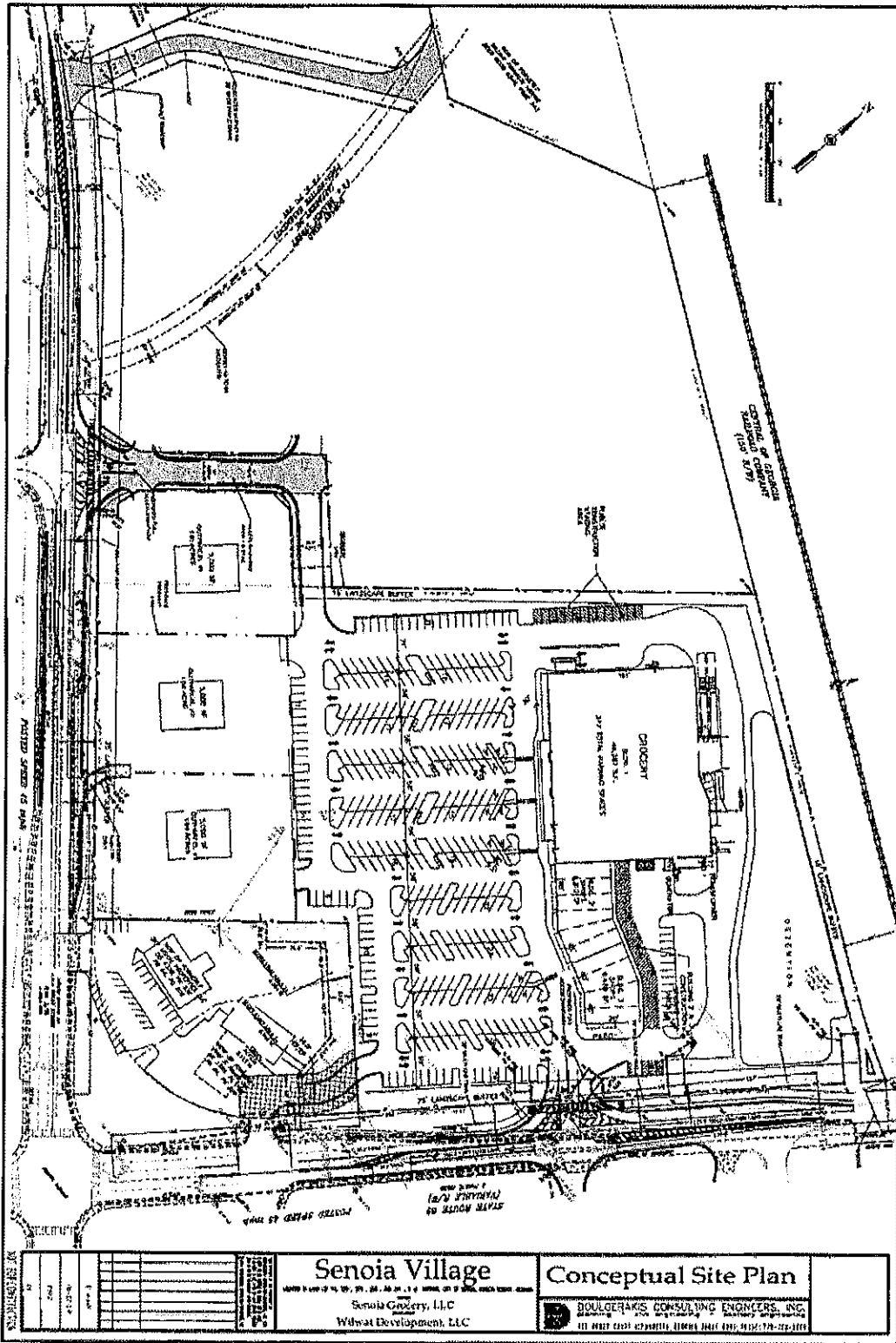
EXHIBIT E-2**LEGAL DESCRIPTION OF CROSS ACCESS AREA**

Senobia Cross Access Easement

All that tract or parcel of land lying and being in Land Lot 291 of the 1st District, City of Senobia, Coweta County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a Right of Way monument disturbed found at the intersection of the northwesterly Right of Way of State Route 85, a variable Right of Way being 65.2 feet to the centerline at this point and the southwesterly Right of Way of Central of Georgia Railroad Company, a 150 foot Right of Way; thence running along said northwesterly Right of Way of State Route 85 the following courses; South 36° 03' 15" West a distance of 31.82 feet to an iron pin set; thence North 54° 55' 04" West a distance of 62.50 feet to an iron pin set; thence South 35° 04' 56" West a distance of 21.50 feet to an iron pin set; thence South 54° 55' 04" East a distance of 62.13 feet to an iron pin set; thence South 36° 03' 15" West a distance of 204.95 feet to an iron pin set; thence North 55° 14' 20" West a distance of 48.74 feet to an iron pin set; thence South 35° 04' 56" West a distance of 21.50 feet to an iron pin set; thence South 55° 14' 20" East a distance of 48.37 feet to an iron pin set; thence South 36° 03' 15" West a distance of 103.94 feet to an iron pin set; thence North 14° 11' 27" West a distance of 29.99 feet to an iron pin set; thence South 77° 16' 05" West a distance of 21.51 feet to an iron pin set; thence South 14° 11' 27" East a distance of 48.43 feet to an iron pin set; thence South 36° 03' 15" West a distance of 44.66 feet to an iron pin set; thence North 53° 56' 47" West a distance of 14.02 feet to an iron pin set; thence South 36° 03' 13" West a distance of 23.59 feet to an iron pin set; thence South 53° 56' 47" East a distance of 14.02 feet to an iron pin set; thence South 36° 03' 15" West a distance of 198.53 feet to an iron pin set; thence leaving said northwesterly Right of Way of State Route 85 and running South 36° 01' 45" West a distance of 102.40 feet to a point being the TRUE POINT OF BEGINNING; from the point thus established and continuing along said Right of Way the following courses: South 36° 01' 45" West a distance of 10.86 feet to a point; thence running along a curve to the right an arc length of 39.36 feet, (said curve having a radius of 212.72 feet, with a chord bearing of South 41° 21' 36" West, and a chord length of 39.31 feet) to a point; thence leaving said Right of Way North 53° 58' 15" West a distance of 49.75 feet to a point; thence North 36° 01' 45" East a distance of 96.31 feet to a point; thence running along a curve to the left an arc length of 28.29 feet, (said curve having a radius of 35.06 feet, with a chord bearing of North 15° 29' 51" East, and a chord length of 27.53 feet) to a point; thence running along a curve to the right an arc length of 35.75 feet, (said curve having a radius of 87.00 feet, with a chord bearing of North 04° 46' 14" East, and a chord length of 35.50 feet) to a point; thence South 53° 56' 43" East a distance of 58.32 feet to a point; thence running along a curve to the right an arc length of 53.07 feet, (said curve having a radius of 87.00 feet, with a chord bearing of South 13° 48' 30" West, and a chord length of 52.25 feet) to a point; thence South 36° 01' 45" West a distance of 54.04 feet to a point; thence South 53° 58' 15" East a distance of 3.40 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.186 Acres (8,094 Square Feet).

EXHIBIT F
SITE PLAN



| Variance | Justification | Staff Opinion |
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| <p>Sec 74-96 Waiver on minimum lot size of one acre</p> | <p>Due to the site and required access, outparcels may be less than one acre in size.</p> | <p>The request is for a reduction in .10 of an acre, since the staff has been in conversations with the Mayor and Council at looking into a new commercial zoning district that would allow for .5 acres for commercial in the Hwy 16 /85 corridor this would fall in line. This would also create a more marketable property.</p> |
| <p>Disregard Hwy 85 Overlay Section 74-185/186 landscape buffer width at four locations where Hwy 85 right of way projects into the site. These right of way stubs-out are for the maintenance of GDOT storm pipes.</p> | <p>The intent of the ordinance is to create a uniform width buffer between the street right of way and the development for attractive landscaping. These stub-outs would create large oddly shaped buffers that would cause a harmful reduction in size of the proposed development. As part of this development, the storm pipes within these stub-outs will be removed/relocated rendering them unnecessary.</p> | <p>Just effects bump outs. Request is to allow buffer to follow Right of way and to add uniform consistency. There will be no negative impact to city.</p> |
| <p>Waive Overlay Section 74-185.c restricting mass grading of a site.</p> | <p>The site must be mass graded to accommodate the functional requirements of the proposed commercial development.</p> | <p>Due to the topography of the land, mass grading will be needed to properly grade and level the location to develop a structure on.</p> |
| <p>Reduce the Hwy 85 Overlay Section 74-185/186 landscape buffer from 40 ft. to 25 ft. as shown on the site plan.</p> | <p>The 40 ft. buffer would cause a harmful reduction in size of the proposed development by eliminating both commercial space and parking necessary to make the project viable.</p> | <p>If a 4ft. berm is established the city allows a reduction to 30 feet landscape buffer, if a berm is put in the applicant is only asking for a 5 ft. reduction in setbacks.</p> |
| <p>Waive Overlay Section 74-186.e.1 to allow up to 100% of parking between front of building and the right of way.</p> | <p>The parking for a grocery-anchored shopping center must be located at the front of the building for customer safety, store security, and store operations.</p> | <p>This is an item that staff has been in discussion with the Chief of Police about having the parking blocked from view of</p> |

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| | | | the street does in fact cause a safety concern. |
| Sec. 74-188 (2) Allow a sloped roof with a parapet | Sloped roof is needed from proper water runoff. | | Staff agrees that a sloped roof is needed from proper water runoff |
| Sec 74-188 (3)C. Allow the back wall of the shopping center to be a painted block material. | The rear of the property is abutted to a railroad ROW that sits below grade of our site and will not be visible from any surrounding property owners. | | The back of the building will be blocked from view from the street, due to the topography of the land and the landscaping. |
| Sec 74-188 (3)F. Remove the requirement for a one foot contrasting base where the storefront of the buildings will extend to the sidewalk. | Storefront will extend to the sidewalk and we will not be able to have a contrasting base where the storefront is located. Also, need a variance where the Pharmacy Side meets the ground. | | This store will be a leader that will in turn bring other commercial business to the city. Currently the city does not have an optimal balance between commercial and residential and this type of business could be a positive change to the current tax basin. |
| Sect 74-188 (3)G Waiver on requirement for display windows | All buildings will have glass entrances or storefronts. | | The staff does not see a problem with granting this variance. |
| Sec 74-188 3E – Variance to allow Building designs with cornices less than one-foot deep. | As shown on the designed and approved elevations submitted. | | The staff does not see an issue with this design feature. |
| Sec 74-188 3G – Variance on the percentage of glass and windowless walls. | The grocery store naturally will not have windows on the Pharmacy side, as there are coolers and storage on that side. Given the large square footage, the percentage of glass per the code is nearly impossible to meet. | | The staff does not see a problem with a variance to this request. |
| Sec 74-188 3H – Roof Screening from Residential zones | Variance requested as the project is not abutting a Residential zone, and the elevations to be approved as submitted. | | Since the topography and the landscaping will block most of the view of the roof, the staff does not see in issue with granting a variance. |

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| <p>Sec 74-190 Utility screening shall not apply to utilities or meters located behind the shopping center</p> <p>Reduce the Hwy 85 Overlay Section 74-191.d side landscape buffer from 15 ft. to 0 ft. along parcels 168-1291-004 (existing restaurant) and 168-1291-043 (existing gas station).</p> | <p>These utilities and meters are located at the back so that they are not visible to the public. Additional screening not needed.</p> <p>The 15 ft. buffer would necessitate eliminating necessary parking for the development. The owners of the existing parcels have agreed to an easement to allow the grading of slopes and landscaping. This will create adequate landscaping to provide a pleasant atmosphere while allowing the existing development to be more integrated with the proposed development.</p> | <p>The applicant is planning to use the landscaping at the back of the property to screen these items.</p> <p>The property owners /business owners have agreed to allow the reduction. This will also allow these other businesses to utilize the parking that Publix will be providing.</p> |
| <p>Reduce the Hwy 85 Overlay Section 74-191.d side and rear landscape buffers from 15 ft. to 0 ft. along all internal property lines between Tracts A, B and Outparcels 1, 2, and 3.</p> | <p>It is unnecessary to buffer the internal property lines because it is all part of the same development. The buffers create large amounts of unusable property hampering development on the property.</p> | <p>The staff does not see an issue with granting this variance, the applicant has plans to provide landscaping at these locations and by having parking accessible to the parcels it can aid in reduction of parking problems.</p> |
| <p>Waive Overlay Section 74-191.g to require a minimum of 20% of existing trees having a diameter of 12 inches or greater to be retained.</p> | <p>The site must be mass graded to accommodate the proposed commercial development therefore the retention of 20% of the 12 inch diameter trees is not possible. Trees will be planted in the parking lot islands and along the perimeter of the site to provide a pleasant atmosphere.</p> | <p>The staff understands the limitation of not mass grading the site, and having to remove the trees during this process. Staff is requesting that the applicant provide 25% more landscaping items. This can be done via trees and or shrubbery.</p> |
| <p>Waive Overlay Section 74-192 restricting fenced detention ponds within 50 ft. of a property boundary.</p> | <p>It is necessary to fence the pond for safety and security.</p> | <p>The staff is in complete agreement to have fencing around detention ponds. The fence must be vinyl coated if a chain link fence is used.</p> |

| | | |
|---|--|---|
| <p>Allow the use of traditional concrete sidewalk to satisfy the requirements of Overlay Section 74-196.e requiring all on site sidewalks be distinguished from vehicular surfaces with durable, low maintenance materials such as pavers, bricks, or scored concrete to enhance pedestrian safety.</p> | <p>The use of traditional concrete sidewalk is consistent with the surrounding developments in the overlay district. Additionally, concrete sidewalk has significantly lower maintenance needs than bricks and pavers especially when in close proximity to trees roots. Vehicular surfaces will be asphalt paved which is easily distinguished from concrete sidewalks.</p> | <p>The applicant has expressed that the sidewalk will be stamped to add a decorative feature to it.</p> |
| <p>Sec 74-197 Allow of LED lighting fixtures</p> | <p>Allow for the latest LED lighting technology.</p> | <p>LED is energy efficient and the staff feels that the ordinance should be amended to allow this type of lighting.</p> |