



Planning and Zoning Commission Agenda

**Tuesday, December 5, 2023
7:00 p.m.**

- A. Call to Order**
- B. Determination of a Quorum**
- C. Pledge of Allegiance**
- D. Approval of the Meeting Agenda**
- E. Approval of the Meeting Minutes**
 - 1. Approval of the October - Regular Meeting Minutes
- F. Public Comments**
- G. Election of Planning and Zoning Commission Officers**
- H. Old Business**
- I. New Business**
 - 1. Curry Bend – Preliminary Plat
 - 2. Text Amendment Discussion (Little Free Library, Short- Term Rentals, Home-Occupation)
- J. Executive Session**
- K. Adjournment**

CITY OF FAIRBURN

56 SW Malone Street. Fairburn, GA 30213-1341 | (770) 964-2244 | Fax (770)969-3474 | www.fairburn.com



Planning and Zoning Commission
Meeting Minutes

City Hall: 56 Malone Street,
Fairburn, GA 30213
Tuesday, October 3, 2023
7:00 p.m.

Michelle James, Acting Chair
Elizabeth Echols
LaVone Deavers
Tony Smith

Planning Director: Denise Brookins
Planner: Chancellor Felton
City Attorney: Valerie Ross

A. Appointment of Acting Chair:

1. Commissioner Deavers made a motion to approve the appointment of Commissioner James as Acting Chair. Commissioner Echols seconded.

THE MOTION CARRIED.

B. Call to Order: The meeting was called to order at 7:00 pm by Acting Chairwoman James.

C. Determination of a Quorum: A quorum was determined, and the meeting proceeded.

D. Pledge of Allegiance

E. Approval of the Meeting Agenda:

1. Commissioner Smith made a motion to approve the agenda. Commissioner Deavers seconded.

THE MOTION CARRIED.

F. Approval of the Meeting Minutes:

1. Commissioner Echols made a motion to approve the August 1, 2023, minutes. Commissioner Deavers seconded.

THE MOTION CARRIED.

G. Public Comments: Acting Chairwoman James opened the floor to general, public comments. No public comments were made. Acting Chairwoman James closed the floor to general, public comments

H. Old Business: None.

I. New Business:

1. **Concept Plan and Building Elevations: Tim Hortons Restaurant Retrofit**

Applicant: John Ives

Address: 7940 Senoia Road, Parcel ID: 09F070300320304

Request to review the concept plan and building elevations.

- a. Acting Chairwoman James introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval with conditions. Acting Chairwoman James opened the floor for the Commission to ask Staff questions.
- b. Commissioner Deavers inquired if the request was for a restaurant. Mr. Felton confirmed.

- c. Commissioner Deavers asked what type of restaurant Tim Hortons is. Mr. Felton stated that the applicant could answer that question better.
- d. Acting Chairwoman James asked if the applicant is present. Mr. Felton answered yes.
- e. Acting Chairwoman James closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- f. The applicant presented to the Commission.
- g. Commissioner Deavers asked if Tim Hortons was a fresher version of Starbucks and Dunkin'. The applicant answered yes.
- h. Commissioner Echols stated that she is familiar with the Tim Hortons chain and believes that Tim Hortons will do very well in the City of Fairburn.

Commissioner Echols made a motion to recommend **APPROVAL**. Commissioner Deavers seconded.
THE MOTION CARRIED.

2. Use Permit: Child Day Care Center

Applicant: Angela Rosser

Address: 5575 Milam Road

Request to review the use permit.

THE APPLICANT WITHDRAWED.

3. Text Amendment: Drive Through Retrofit Clause

Applicant: Staff

Request to review the text amendment.

- a. Acting Chairwoman James introduced the case. Denise Brookins presented the case on behalf of Staff. Staff made a recommendation for approval. Acting Chairwoman James opened the floor for the Commission to ask Staff questions.
- b. Commissioner Deavers asked if the request is to allow for existing restaurant buildings to allow for new restaurants to come into their buildings and have outdoor dining. Ms. Brookins answered yes.
- c. Commissioner Deavers asked where most of the vacant restaurant buildings are. Ms. Brookins answered Highway 74.
- d. Commissioner Deavers asked how many vacant restaurant buildings there are. Ms. Brookins answered 1 currently, but 2 or 3 by the end of the year.
- e. Acting Chairwoman James asked if any restaurants would be interested in any existing restaurant buildings. Ms. Brookins answered yes, many well-known restaurants have tried to come into the City of Fairburn, but had to withdraw due to the current regulations.

Commissioner Deavers made a motion to recommend **APPROVAL**. Commissioner Smith seconded.
THE MOTION CARRIED.

J. Commissioner Comments:

1. Commissioner Smith sincerely apologized for rushing into the meeting and being tardy.
2. Commissioner Deavers stated that she is ecstatic about being back and making progress within the City of Fairburn.
3. Commissioner Smith asked who is handling the October Festival. Ms. Brookins answered the Parks and Recreation Department.

4. Commissioner Smith asked if the Commission would have a role in the October Festival. Ms. Brookins said that she would find out.
5. Commissioner Deavers stated that a float was mentioned in the earlier part of the year.
6. Commissioner Smith stated that he asked because the Mayor likes to have all Fairburn employees and officials participate.
7. Acting Chairwoman James thanked Ms. Brookins and Mr. Felton for the amazing work that they do for the City.

K. Adjournment:

1. Commissioner Smith motioned to adjourn the public meeting at 7:23 pm. Commissioner Deavers seconded.

THE MOTION CARRIED.



**CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION
STAFF REPORT**

| | |
|--------------------|---|
| To: | Planning and Zoning Commission |
| From: | Chancellor Felton, Planner |
| Date: | December 5, 2023 |
| Agenda Item: | Curry Bend – 0 Bohannon Road [Parcel ID: 07 400001632170] and |
| Property Location: | 6560 Bohannon Road [Parcel ID: 07 400001800462] – Request to review the preliminary plat. |

Agent/Applicant/Petitioner Information

Applicant: Wes Biddle, Kimley-Horn
Property Owner: Bartow Properties and Lacy Curry

Background and Existing Conditions

The judgement summary and approval from Mayor and City Council rezoned the subject parcels from PD (Planned Development) to PD (Planned Development) allowing for the construction of 114 single-family lots, 126 townhouses, commercial uses, and a convalescent center/nursing home/hospice and personal care home/assisted living/hospice facility, with two concurrent use permits and two concurrent variances as follows:

- Concurrent Use Permit 2021113: A request to allow a hospice facility [Chapter 80 Zoning, Article IV Section 80-206 Convalescent center/nursing home/hospice]
- Concurrent Use Permit: 2021114: A request to allow a personal care home/assisted living facility [Chapter 80 Zoning, Article IV Section 80-224 Personal care home/assisted living]
- Concurrent Variance 2021110: A request to allow parking in the minimum front yard setback [Chapter 80 Zoning, Article II, Section 80-206(5) – Convalescent center/nursing home/hospice; Section 80-224(4) – Personal care home/assisted living]
- Concurrent Variance 2021111: A request to reduce the side yard setback from 50' to 25' [Chapter 80-224(3) Personal care home/assisted living]

Discussion

The Curry Bend proposed subdivision will total 70.17 acres and the development is subject to the following conditions:

1. Single-family detached lots:

- a. Up to 114 lots shall have a minimum lot square footage of 4,200 square feet.
- b. The minimum heated floor area of each home shall be a minimum of 1,700 square feet.

2. Townhouse units:

- a. 126 units shall have a minimum lot size of 2,500 square feet and no building shall contain more than eight (8) units.
- b. The minimum heated floor area of each townhouse shall be a minimum of 1,500 square feet.



3. Commercial:

- a. Permitted uses under C-1 (Neighborhood Commercial)
- b. Permitted uses under C-2 (General Commercial) except liquor stores, car/truck rental or sale/leasing, auto repair/tire/body shop, auto supply store, parking lot/garage, recycling center, gasoline service stations, and funeral services are specifically prohibited.

4. Convalescent center/nursing home/hospice and personal care home/assisted living/hospice facility.

- a. Not to exceed seventy (70) bedrooms or 210 beds in the facility.
- b. Provide applicable local, state, and federal regulations and permits to the Community Development/Building Department prior to the issuance of certificate of occupancy.

Relevant Regulations and Procedures

The preliminary plat review provides the city with an opportunity to review of a proposed subdivision at an intermediate point between the concept plat and a full set of construction plans. If the commission approves the preliminary plat, the developer will be authorized to proceed with the preparation of the site development plans that will be based on the approved concept and preliminary plats and be in accordance with all conditions and agreements included in the council's commission's action to approve the plat.

The preliminary plat provided by the applicant has met all requirements and conditions subject to review at this phase of the development review process.

Staff Recommendations

Staff recommends **APPROVAL** of the preliminary plat.

Planning and Zoning Commission Action

1. Move to approve the preliminary plat based on the plat's conformance to Chapter 77, the Article V. - Preliminary Plat of the city ordinance.
2. Move to deny or table the preliminary plat for lack of conformance to Chapter 77, Article V. - Preliminary Plat, citing each instance where the plat does not conform and what will be required to secure approval.

Attachments:

- Site Pictures
- Consent Judgement
- Current Survey
- Preliminary Plat

SITE PICTURES



0 Bohanon Road, at the entrance to
Asbury Park, at the intersection of
Johnson Road and Seneca Road



The entrance to 6560
Bohannon Road

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

BARTOW PROPERTIES, LLC and)
DRB GROUP GEORGIA, LLC)
)
Plaintiffs,)
)
vs.)
)
THE CITY OF FAIRBURN, GEORGIA)
and TARIKA PEEKS, Director of)
Planning and Zoning in her Official)
Capacity,)
)
)
)
Defendants.)
_____)

Civil Action File No.
2021CV354860

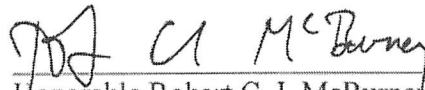
FINAL CONSENT JUDGMENT AND ORDER

The Plaintiffs and Defendants having settled their disputes in this present action, in accordance with the General Mutual Release and Settlement Agreement, attached as Exhibit A to this Order, and it being the wishes of the parties to incorporate the provisions of the General Mutual Release and Settlement Agreement into this Judgment and it appearing that all parties have consented to this Judgment it is hereby,

ORDERED AND ADJUDGED that all parties shall abide by the provisions of the General Mutual Release and Settlement Agreement, as they are approved and incorporated herein by reference, to the Final Consent Judgment and Order of this Court in this action as if each term thereof were quoted verbatim herein. The parties are ordered to comply with each and every term of said agreement. It is the further Order of this Court that the Plaintiffs' Rezoning Application with two Concurrent Use Permits, two Concurrent Variances and the Development Plan, as referenced in the General Mutual Release and Settlement Agreement, are hereby remanded to the

City of Fairburn for reconsideration and the City is ordered to rezone the Subject Property, with its two (2) concurrent use permits and its two (2) concurrent variances and approve the Development Plan as referenced in the General Mutual Release and Settlement Agreement attached as Exhibit A to this Order, within sixty (60) days of the entry of this Final Consent Judgment and Order.

SO ORDERED, this 6th day of JULY, 2022.



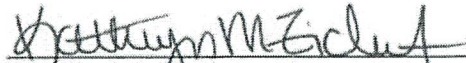
Honorable Robert C. I. McBurney
Fulton County Superior Court
Atlanta Judicial Circuit

Prepared by and Consented to:



Valerie A. Ross
Georgia Bar No. 615225
Counsel for Defendants
TURNER ROSS GERMAIN, LLC
1501 Johnson Ferry Road, Suite 100
Marietta, GA 30062
470-264-1583 (office)
vross@lawtrg.com

Revised by and Consented to:



Kathryn M. Zickert
Georgia Bar No. 785040
Counsel for Plaintiffs
SMITH, GAMBRELL & RUSSELL, LLP
1105 West Peachtree Street, NE Suite 1000
Atlanta, GA 30309
404- 815-3500 (office)
kzickert@sgrlaw.com

GENERAL MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This General Mutual Release and Settlement Agreement (hereinafter the "Agreement") is made and entered into this 13th day of June, 2022, by and among Bartow Properties, LLC, DRB Group Georgia, LLC (hereinafter collectively referred to as "Plaintiffs") and the City of Fairburn, Georgia and Tarika Peeks, Director of Planning and Zoning in her official capacity (hereinafter collectively referred to as "Defendants").

WHEREAS, Plaintiff Bartow Properties, LLC owns 70.17 acres of land (hereinafter "Subject Property") that is zoned to the PD (Planned Development) zoning district within the City of Fairburn, Georgia, as described in the legal description attached as Exhibit A;

WHEREAS, on May 7, 2021, and at the direction of the City, Plaintiff DRB Group Georgia, LLC, the potential purchaser of part of the Subject Property, filed a rezoning application as Rezoning Number 2021103 with Concurrent Use Permit Numbers 2021113 and 2021114 and Concurrent Variances 2021110 and 2021111, along with the Development Plan, pursuant to City of Fairburn Zoning Ordinance, Section 80-87(e) seeking to rezone the Subject Property to the PD (Planned Development) zoning district, as per Exhibit B attached and incorporated by reference;

WHEREAS, on August 23, 2021, the governing body of the City of Fairburn, in its legislative discretion, denied the rezoning application, along with the concurrent use permits and concurrent variances, as well as the Development Plan required for PUD developments;

WHEREAS, on September 21, 2021, Bartow Properties, LLC and DRB Group Georgia, LLC, filed a lawsuit in the Superior Court of Fulton County, Georgia styled as Civil Action No. 2021CV354860 (hereinafter the "Action") asserting certain claims at both law and equity concerning the City's final zoning decision regarding the Subject Property;

WHEREAS, pursuant to O.C.G.A. § 9-11-4(d)(3) and O.C.G.A. § 9-11-4(d)(5), on November 24, 2021, Defendants filed an Answer in the Action;

WHEREAS, the Plaintiffs and the Defendants herein mutually desire and agree to settle, without further court intervention, any and all claims, allegations, demands, disputes, damages, rights or causes of action, and lawsuit(s), whether known or unknown, now existing or that might arise in the future, directly or indirectly, of whatever kind or nature, against each other both jointly and severally concerning the Action and the factual circumstances set forth therein and anything relating, directly or indirectly, expressly or impliedly, thereto;

WHEREAS, the parties herein mutually agree that this settlement fully and finally satisfies any and all claims and counts asserted in the Action;

NOW, THEREFORE, in consideration of the mutual promises and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conditions of Approval

Should the City exercise its authority to approve the Development Plan, then the City of Fairburn Zoning Ordinance and the official zoning maps established in connection therewith shall be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this

Ordinance be changed from PD (Planned Development) Zoning District to PD (Planned Development) Zoning District with two concurrent use permits, 2021113 and 2021114 and two concurrent variances, 2021110 and 2021111, subject to the following conditions:

A. To restrict the use of the Subject Property as follows:

1. Single-family detached lots:

- a. Up to 114 lots shall have a minimum lot square footage of 4,200 square feet.
- b. The minimum heated floor area of each home shall be a minimum of 1,700 square feet.

2. Townhouse units:

- a. 126 units shall have a minimum lot size of 2,500 square feet and no building shall contain more than eight (8) units.
- b. The minimum heated floor area of each townhouse shall be a minimum of 1,500 square feet.

3. Commercial:

- a. Permitted uses under C-1 (Neighborhood Commercial)
- b. Permitted uses under C-2 (General Commercial) except liquor stores, car/truck rental or sale/leasing, auto repair/tire/body shop, auto supply store, parking lot/garage, recycling center, gasoline service stations, and funeral services are specifically prohibited.

4. Convalescent center/nursing home/hospice and personal care home/assisted living/hospice facility.

- a. Not to exceed seventy (70) bedrooms or 210 beds in the facility.
- b. Provide applicable local, state and federal regulations and permits to the Community Development/Building Department prior to the issuance of certificate of occupancy.

B. To abide by the following:

- 1. The Subject Property shall be developed in conformity with the Development Plan prepared by Moore Bass and as approved by City Council on June 13, 2022 The Development Plan, attached as Exhibit B, shall become the zoning control document for features and development standards depicted on the plan as it relates to the Subject Property described in Exhibit A. Any deviation from the Development Plan shall be approved by the Director of Planning and Zoning.
- 2. Property maintenance shall be accomplished through a homeowner's association in which membership shall be mandatory. Such maintenance (exterior and yard)* shall encompass all individual townhome units and all common areas that are contained within the boundaries of the townhome area. Property maintenance for the single-family detached units shall be accomplished by the individual property owners with the exception of common areas to be maintained by a homeowner's association. A 6% rental cap shall be included in the detached units' by laws and a 6% rental cap shall be included in the attached units' by-laws. Such association by-laws shall be subject to review by the City Administrator and shall be recorded with covenants that also shall be subject to review by the City Administrator.

* de
6-29-22
LC
MJE

C. To the following site development considerations:

1. Building setbacks for the single-family lots are as follows:
 - a. Front: 20 feet
 - b. Side: 5 feet
 - c. Rear: 25 feet
2. Building setbacks for the townhouse units are as follows:
 - a. Front: 20 feet
 - b. Side: 0 feet
 - c. Rear: 18 feet
 - d. Separation between buildings: 15 feet
3. Building setbacks for the commercial use are as follows:
 - a. Front: 30 feet
 - b. Side: 25 feet
 - c. Rear: 25 feet
4. Building setbacks for the personal care/assisted living/hospice use are as follows:
 - a. Front: 30 feet
 - b. Side: 25 feet
 - c. Rear: 25 feet
5. Minimum lot widths as follows:
 - a. Single-family lot width shall be forty-two (42) feet
 - b. Townhouse lot width shall be twenty-five (25) feet
 - c. Commercial lot width shall be eighty (80) feet
 - d. Convalescent center/nursing home/hospice/ Personal care/assisted living/hospice lot width shall be eight (80) feet.
6. Amenity package to include a pool with cabana, passive recreation parks, dog park(s), walking trail system, greenspace, playground, and mail kiosk (CBU).
7. Facades of the detached units and attached units shall be constructed with a combination of two or more of the following materials: fiber-cement siding, wood shake, clapboard, brick, and/or stone. The use of vinyl, stucco or EIFS (synthetic stucco) is strictly prohibited. At least 25% of the front façades shall consist of brick or stone. No lot shall contain a single-family unit that is identical to that of an adjacent lot.
8. Two-car garages shall be provided for each single-family house and townhouse unit. Upgraded garage doors with architectural elements shall be utilized.
9. Sidewalks on all street frontages shall be a minimum of five-feet in width and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and the City of Fairburn development standards. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to amenity areas.

10. Pedestrian scale street lighting shall be provided along both sides of internal streets throughout the development.
11. All utilities shall be installed underground throughout the development area.
12. The Developer shall conduct a traffic study and submit the study to the Community Development Department prior to the issuance of the land disturbance permit.
13. Turning lanes may be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer and/or traffic study. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.
14. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter, and drainage) along the existing road across the entire property frontage where required, at no cost to the city.
15. The Developer shall install a canopy or understory tree in the front yard of each single-family lot. The front and rear yards of the single-family lots and townhouse units shall be sodded.
16. Fencing of at least six (6) feet shall be installed along the outer perimeter of the tracts designated for commercial and institutional uses adjacent to residentially used properties to maximize screening and sound remediation.
17. A 50-foot undisturbed vegetated buffer shall be installed to provide a visual buffer between the commercial use and residentially used properties. A combination of existing trees and newly planted trees (where insufficient vegetation exists) shall be installed to establish the buffer. New trees shall be 8'-10' in height at the time of installation. Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Easter Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly. In addition to tree planting, a vegetated earthen berm shall be installed to screen the commercial use from the view of adjacent residents as much as reasonably possible.
18. A 25-foot undisturbed vegetated buffer shall be installed to provide a visual buffer between the adjacent property and personal care home/assisted living/hospice facility. A combination of existing trees and newly planted trees (where insufficient vegetation exists) shall be installed to establish the buffer. New trees shall be 8'-10' in height at the time of installation. Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Easter Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly, depending upon availability. If unavailable comparable trees of like size will be planted. In addition, a berm shall be installed to screen the facility from the view of the adjacent lot as much as reasonably possible.

19. Lighting on the exterior of the commercial and institutional used properties shall be directed downward and internal to the subject property.
20. Roof-mounted equipment of the commercial and institutional used properties shall be located and/or screened to minimize visibility from public streets and surrounding residentially used properties.
21. The front façade of the commercial and institutional used buildings shall be all brick material. The use of stucco or EIFS (synthetic stucco) is prohibited. Burglar bars, steel gates, metal awnings, and steel roll-down curtains are prohibited.
22. Refuse areas (dumpsters) shall be placed in the least visible location from the public streets and shall be enclosed on three (3) sides with brick similar to the brick used on the front façade of the building.
23. A standard sign package shall be created for the entire project. Internal sign lighting shall be prohibited.

2. Concurrent Use Permits

That the granted concurrent use permits shown as 2021113 & 2021114 are subject to the following conditions:

1. Convalescent center/nursing home/hospice and personal care home/assisted living/hospice facility.
 - a. Not to exceed seventy (70) units or 210 beds in the facility, whichever is greater.
 - b. Provide applicable local, state, and federal regulations and permits to the Community Development/Building Department prior to the issuance of a certificate of occupancy.

3. Concurrent Variances

That the granted concurrent variances shown as 2021110 and 2021111 are subject to the following conditions:

1. Variance 2021110 - A variance from Section 80-206(5) to allow parking in the minimum front yard setback [Chapter 80 Zoning, Article, Article II, Section 80-206(5) – Convalescent center/nursing home/hospice; Section 80-224(4) – Personal care home/assisted living].
2. Variance 2021111 - A variance from Section 80—224(3) to reduce the side yard setback from 50' to 25' [Personal care home/assisted living].

4. Resolution of Action

For and in exchange for the promises, agreements and obligations of Defendants under this agreement, Plaintiffs agree to the entry of a consent judgment in a form attached hereto as Exhibit C in the Action.

5. Mutual Release by the Parties

Release by Plaintiffs

For and in consideration of the mutual promises and agreements contained herein, Plaintiffs hereby release, acquit and forever discharge the City of Fairburn, Georgia and Tarika Peeks, Director of Planning and Zoning, in her official capacity, and their agents, servants, employees, executors, administrators, personal representatives, heirs, successors, insurers, members, shareholders, equity owners and attorneys from any and all past or present claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service and any other claims arising from or involved in the Action, whether sounding in tort, contract, civil rights, or other theory of recovery, which Plaintiffs now have or had, or which may accrue up through and including the date upon which this Agreement is executed by Plaintiffs, including, but not limited to, those claims on account of or related to the allegations involved in the Action, which have resulted, or may result, from any alleged acts or omissions of Plaintiffs prior to the date of the execution of this Agreement, including but not limited to, any claims for delay or other damages as a result of Plaintiffs being unable to begin work on the Subject Property as a result of the Action or otherwise. This General Mutual Release and Settlement Agreement shall be binding upon Plaintiffs and their heirs, administrators, executors, assigns and successors.

Release by Defendants

For and in consideration of the mutual promises and agreements contained herein, Defendants hereby release, acquit and forever discharge Plaintiffs Bartow Properties, LLC and DRB Group Georgia, LLC and their agents, servants, employees, executors, administrators, personal representatives, heirs, successors, insurers, members, shareholders, equity owners and attorneys from any and all past or present claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service and any other claims arising from or involved in the Action, whether sounding in tort, contract, civil rights, or other theory of recovery, which Defendants now have or had, or which may accrue up through and including the date upon which this Agreement is executed by Defendants, including, but not limited to, those claims on account of or related to the allegations involved in the Action, which have resulted, or may result, from any alleged acts or omissions of Defendants prior to the date of the execution of this Agreement. This General Mutual Release and Settlement Agreement shall be binding upon Defendants and their heirs, administrators, executors, assigns and successors.

6. Denial of Liability

This General Mutual Release and Settlement Agreement shall not be deemed to be an admission of liability by any party to this Agreement. Rather, this Agreement is being executed in good faith to end the legal differences between the parties.

7. Complete Agreement

This Agreement contains the entire agreement of the parties in regard hereto, and no waiver, modification, or amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. All prior and contemporaneous representations, promises and inducements are merged herein.

8. Enforceability of this Agreement

Notwithstanding anything herein to the contrary, each party shall have the right to enforce this Agreement, and each of its terms or conditions. Such right of enforcement shall include the

right to seek an injunction for specific performance and or damages resulting from the breach of this Agreement. The parties further acknowledge that the City of Fairburn may enforce all terms of this Agreement through its development review and permitting process.

9. Full Accord, Satisfaction and Final Compromise and Settlement

This Agreement shall constitute a full accord, satisfaction and final compromise and settlement of the disputes between the parties contained in or related to the Action.

10. Severability

The parties intend for this Agreement to be severable, and if any provision shall be construed to be illegal or invalid for any reason, such illegal or invalid part of this Agreement shall not affect the legality or validity of the other provisions.

11. Capacity and No Reliance

The parties and the signatories hereto hereby represent and warrant that they have full capacity to execute this agreement and to bind the entities for which they are executing this agreement (where applicable). The parties further represent and acknowledge that in executing this Agreement, they do not rely upon, and have not relied upon any representations or statements made by any other party or by any other parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement except as may be specifically contained herein. The parties further represent and warrant that they have not heretofore assigned or transferred or purported to assign or transfer to any person or entity any claim or any portion thereof of interest therein any claim related to the Action or this Agreement.

12. Headings

All captions, headings, sections and subsection numbers and similar reference items contained herein are solely for the purpose for facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect, the text of this Agreement.

13. Governing Law

This Agreement is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed in accordance with the laws of the State of Georgia.

14. Notices

Any notices required or permitted to be given hereunder shall be sufficient if in writing and sent by personal delivery, overnight mail, such as Federal Express, or by First Class United States Mail, postage prepaid, to the party being given such notice, with copies where designated, at the following address:

If to Plaintiffs:

Kathryn M. Zickert, Esq.
Dennis J. Webb Jr., Esq.
SMITH GAMBRELL & RUSSELL, LLP
1105 West Peachtree Street, NE

Suite. 1000
Atlanta, GA. 30309

If to Defendant:

Rory K. Starkey, Esq.
Hilliard Starkey Law
561 Thornton Road
Suite G
Lithia Springs, GA. 30122

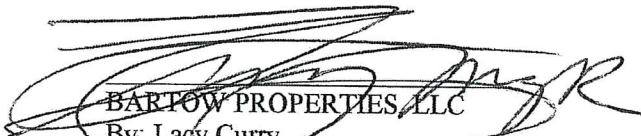
15. Counterparts

This Agreement may be executed in one or more counterpart, each of which shall be deemed an original, but all shall constitute one and the same Agreement, provided, however, this Agreement shall not be effected until executed by all parties.

WHEREFORE, this General Mutual Release and Settlement Agreement is hereby agreed to by all parties, and such parties consent to this agreement being affirmed by their signatures being placed heretofore.

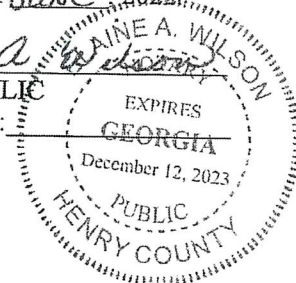
IN WITNESS WHEREOF, the undersigned have affixed their respective hands and seals this 22 day of June, 2022.

Affirmed and Agreed to by this 22 day of JUNE, 2022:


BARTOW PROPERTIES, LLC
By: Lacy Curry
Title: Manager

Sworn to and subscribed before me,
this 22 day of June, 2022.

Elaine A. Wilson
NOTARY PUBLIC
My seal expires:



Affirmed and Agreed to by this 29 day of June, 2022:



DRB Group Georgia, LLC

By: Christopher Knight

Title: VP

Sworn to and subscribed before me,
this 29 day of June, 2022.



NOTARY PUBLIC

My seal expires:

Darrell Blandshaw
NOTARY PUBLIC
Fayette County, GEORGIA
My Commission Expires 10/01/2023

Affirmed and Agreed to by this 11 day of July, 2022:

MARIO AVERY
CITY OF FAIRBURN
BY: MARIO AVERY
TITLE: MAYOR

Sworn to and subscribed before me,
this 11th day of July, 2022.

Dinna Lynn Roberson
NOTARY PUBLIC
My seal expires: 9-28-24

ATTESTED TO BY:

Kathryn M. Zickert
Kathryn M. Zickert, Esq.
Ga Bar No. 785040
Attorney for Plaintiffs

Rory K. Starkey
Rory K. Starkey, Esq.
Ga Bar No. 676450
Attorney for Defendants



ALTA/NSPS LAND TITLE SURVEY FOR:
DRB GROUP GEORGIA, LLC
LAND LOTS 163 & 180 ~ 7TH DISTRICT
FULTON COUNTY, GEORGIA
LAND LOT 145 ~ 7TH DISTRICT
FAYETTE COUNTY, GEORGIA

SCHEDULE B

CERTIFICATE TITLE BY FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT DATE MARCH 26TH, 2021, FULTON COUNTY RECORDS
& MARCH 19TH, 2021, FAYETTE COUNTY RECORDS.

- INDEMNIFICATION FLOOD PLAIN IN FAVOR OF FULTON COUNTY RECORDED IN DEED BOOK 11085, PAGE 486 FULTON COUNTY, GEORGIA RECORDS AFFECTS SUBJECT TRACT; UNABLE TO PLOT ON SURVEY
- SIGN EASEMENT AGREEMENT IN FAVOR OF ASBURY PARK, LLC RECORDED IN DEED BOOK 42976, PAGE 217, FULTON COUNTY, GEORGIA RECORDS. AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY
- SEWER EASEMENT IN FAVOR OF FULTON COUNTY RECORDED IN DEED BOOK 42876, PAGE 295, FULTON COUNTY, GEORGIA RECORDS. AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY
- RIGHT OF WAY DEED IN FAVOR OF FULTON COUNTY RECORDED IN DEED BOOK 6666, PAGE 400, 402, AND 404 FULTON COUNTY, GEORGIA. AFFECTS SUBJECT TRACT; UNABLE TO PLOT ON SURVEY
- WARRANTY DEED TO FULTON COUNTY RECORDED IN DEED BOOK 2473, PAGE 300, FULTON COUNTY RECORDS. AFFECTS SUBJECT TRACT
- RIGHT OF WAY EASEMENT TO DOUGLAS COUNTY EMC RECORDED IN DEED BOOK 194, PAGE 575, FAYETTE COUNTY, GEORGIA RECORDS. DOES NOT AFFECT SUBJECT TRACT
- ALL MATTERS AS SHOWN ON PLAT RECORDED IN PLAT BOOK 8, PAGE 104, FAYETTE COUNTY, GEORGIA RECORDS. DOES NOT AFFECT SUBJECT TRACT

THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION.

REFERENCES

- CERTIFICATE TITLE BY FIRST AMERICAN TITLE INSURANCE COMPANY; COMMITMENT DATE MARCH 26TH, 2021, FULTON COUNTY RECORDS & MARCH 19TH, 2021, FAYETTE COUNTY RECORDS.
- LEGAL DESCRIPTIONS OF TRACT OR PARCEL OF LAND, DEED BOOK 2245, PAGE 665-668, FAYETTE COUNTY RECORDS, DATED: JULY 9TH 2003
- LEGAL DESCRIPTIONS OF TRACT OR PARCEL OF LAND, DEED BOOK 57335, PAGE 567-569, FULTON COUNTY RECORDS, DATED: MARCH 26TH, 2021

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF FULTON COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 131210463F EFFECTIVE DATE SEPTEMBER 16TH, 2013, THIS PROPERTY IS LOCATED IN A FEMA FLOOD HAZARD ZONE.

SURVEY NOTES

NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.

ALL PROPERTY CORNERS REFERENCED AS I.P.S. INDICATES A 1/2" REBAR PLACED W/CP LSF 011179 UNLESS OTHERWISE NOTED.

MOORE BASS CONSULTING AND/OR ROBERT J. DEBIEN DO NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT CONSIDERED A CERTIFIED VALID DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED, SIGNED, AND DATED BY ROBERT J. DEBIEN IN CONTRASTING COLOR OF INK PER O.C.G.A. 43-15-22.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR ENTITY NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS.

THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC DISTANCE MEASURING DEVICES AND THE ADVENT OF SURVEYING GRADE P.S. MEASUREMENT EQUIPMENT.

THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM (N.A.D.) OF 1983/1994 ADJUSTMENT FOR HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988 FOR THE VERTICAL DATUM. THE USE OF G.P.S. SURVEY MEASURING TECHNIQUES WERE USED FOR THESE DATUMS AND BASED ON THE POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY EGRS SOLUTIONS. THE ORTHOMETRIC HEIGHTS WERE DERIVED USING THE GEOID A12.

ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 66,384 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

TRACT 1:
THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 113,137 FEET. THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.

TRACT 2:
THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 840,272 FEET. THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.

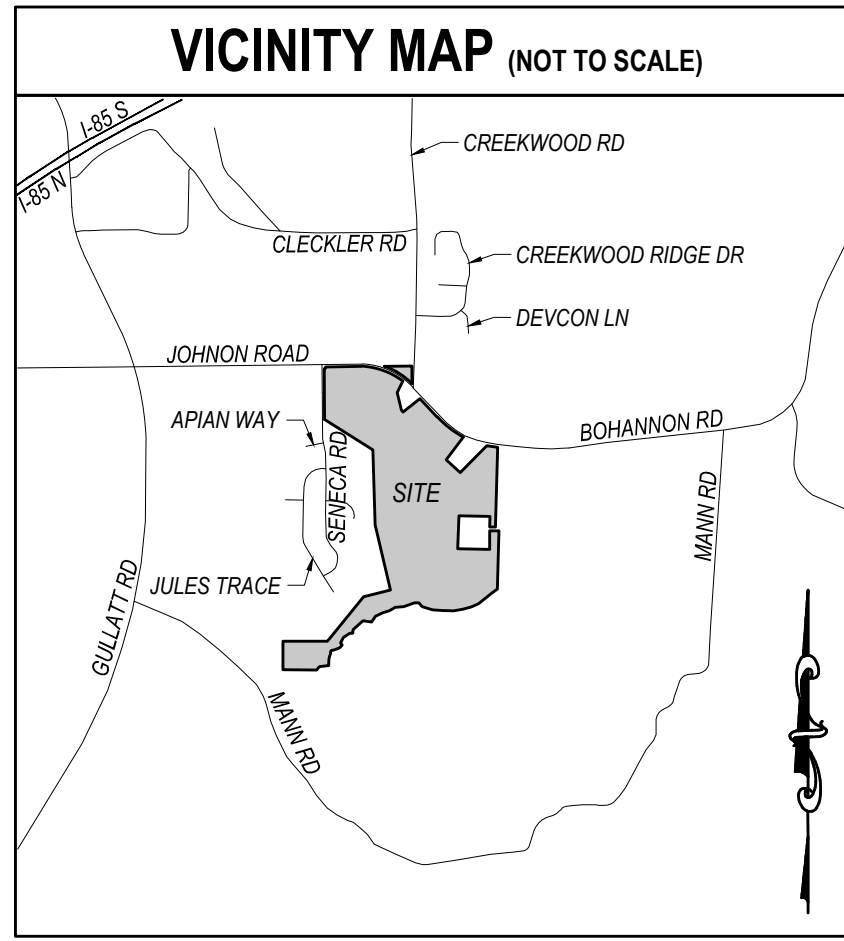
TRACT 3:
THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 937,699 FEET. THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.

TRACT 4:
THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,428,448 FEET. THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.

TRACT 5:
THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 445,738 FEET. THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.

OVERALL: (TRACT 2, 3, & 4)
THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 785,173 FEET. THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.

ALL LOTS OR PARCELS SHOWN ON LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A TRIMBLE 56 ROBOTIC TOTAL STATION & CHAMPION TRO ROKVER GPS UNIT. THE FIELDWORK WAS COMPLETED APRIL, 14TH, 2021 ON THIS PROJECT.



SURVEY CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL 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 FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-7.

ROBERT J. DEBIEN
REGISTERED LAND SURVEYOR #2964 (rdebien@moorebass.com)

SURVEY CERTIFICATE

TO: DRB GROUP GEORGIA, LLC, A DELEWARE LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 6 (a) (8), 8, 10, 11, 13, 14, 16, 18 and 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 4/14/21.

ROBERT J. DEBIEN
REGISTERED LAND SURVEYOR #2964

LEGAL DESCRIPTIONS (TRACT 1 & 2)

TRACT 1:
ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 163 OF THE 7TH DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 0.61 ACRES (26,434 SQ. FT.)

BEGINNING AT A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID REBAR BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) A DISTANCE OF 399.36 FEET (SAID ARC HAVING A RADIUS OF 847.31 FEET AND BEING SUBTENDED BY A CHORD BEARING N01°17'00"W WITH A CHORD DISTANCE OF 245.4 FEET) TO A 1/2" REBAR SET, THENCE S88°19'05"E, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

TRACT 2:
ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 163 & 180 OF THE 7TH DISTRICT OF FULTON COUNTY, GEORGIA AND LAND LOT 145 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA, CONTAINING 65.45 ACRES (2,850,840 SQ. FT.)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 483.47 FEET (SAID ARC HAVING A RADIUS OF 79.51 FEET AND BEING SUBTENDED BY A CHORD BEARING S72°53'07"E WITH A CHORD DISTANCE OF 419.1 FEET) TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S36°52'24"W, A DISTANCE OF 139.75 FEET TO A POINT, THENCE S19°51'41"E, A DISTANCE OF 216.14 FEET TO A POINT, THENCE S34°54'20"E, A DISTANCE OF 32.00 FEET TO A POINT, THENCE N68°36'38"E, A DISTANCE OF 204.94 FEET TO A POINT, THENCE S01°01'39"W, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 483.47 FEET (SAID ARC HAVING A RADIUS OF 79.51 FEET AND BEING SUBTENDED BY A CHORD BEARING S72°53'07"E WITH A CHORD DISTANCE OF 419.1 FEET) TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S36°52'24"W, A DISTANCE OF 139.75 FEET TO A POINT, THENCE S19°51'41"E, A DISTANCE OF 216.14 FEET TO A POINT, THENCE S34°54'20"E, A DISTANCE OF 32.00 FEET TO A POINT, THENCE N68°36'38"E, A DISTANCE OF 204.94 FEET TO A POINT, THENCE S01°01'39"W, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 483.47 FEET (SAID ARC HAVING A RADIUS OF 79.51 FEET AND BEING SUBTENDED BY A CHORD BEARING S72°53'07"E WITH A CHORD DISTANCE OF 419.1 FEET) TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S36°52'24"W, A DISTANCE OF 139.75 FEET TO A POINT, THENCE S19°51'41"E, A DISTANCE OF 216.14 FEET TO A POINT, THENCE S34°54'20"E, A DISTANCE OF 32.00 FEET TO A POINT, THENCE N68°36'38"E, A DISTANCE OF 204.94 FEET TO A POINT, THENCE S01°01'39"W, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 483.47 FEET (SAID ARC HAVING A RADIUS OF 79.51 FEET AND BEING SUBTENDED BY A CHORD BEARING S72°53'07"E WITH A CHORD DISTANCE OF 419.1 FEET) TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S36°52'24"W, A DISTANCE OF 139.75 FEET TO A POINT, THENCE S19°51'41"E, A DISTANCE OF 216.14 FEET TO A POINT, THENCE S34°54'20"E, A DISTANCE OF 32.00 FEET TO A POINT, THENCE N68°36'38"E, A DISTANCE OF 204.94 FEET TO A POINT, THENCE S01°01'39"W, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 483.47 FEET (SAID ARC HAVING A RADIUS OF 79.51 FEET AND BEING SUBTENDED BY A CHORD BEARING S72°53'07"E WITH A CHORD DISTANCE OF 419.1 FEET) TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S36°52'24"W, A DISTANCE OF 139.75 FEET TO A POINT, THENCE S19°51'41"E, A DISTANCE OF 216.14 FEET TO A POINT, THENCE S34°54'20"E, A DISTANCE OF 32.00 FEET TO A POINT, THENCE N68°36'38"E, A DISTANCE OF 204.94 FEET TO A POINT, THENCE S01°01'39"W, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 483.47 FEET (SAID ARC HAVING A RADIUS OF 79.51 FEET AND BEING SUBTENDED BY A CHORD BEARING S72°53'07"E WITH A CHORD DISTANCE OF 419.1 FEET) TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S36°52'24"W, A DISTANCE OF 139.75 FEET TO A POINT, THENCE S19°51'41"E, A DISTANCE OF 216.14 FEET TO A POINT, THENCE S34°54'20"E, A DISTANCE OF 32.00 FEET TO A POINT, THENCE N68°36'38"E, A DISTANCE OF 204.94 FEET TO A POINT, THENCE S01°01'39"W, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 483.47 FEET (SAID ARC HAVING A RADIUS OF 79.51 FEET AND BEING SUBTENDED BY A CHORD BEARING S72°53'07"E WITH A CHORD DISTANCE OF 419.1 FEET) TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S36°52'24"W, A DISTANCE OF 139.75 FEET TO A POINT, THENCE S19°51'41"E, A DISTANCE OF 216.14 FEET TO A POINT, THENCE S34°54'20"E, A DISTANCE OF 32.00 FEET TO A POINT, THENCE N68°36'38"E, A DISTANCE OF 204.94 FEET TO A POINT, THENCE S01°01'39"W, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 483.47 FEET (SAID ARC HAVING A RADIUS OF 79.51 FEET AND BEING SUBTENDED BY A CHORD BEARING S72°53'07"E WITH A CHORD DISTANCE OF 419.1 FEET) TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S36°52'24"W, A DISTANCE OF 139.75 FEET TO A POINT, THENCE S19°51'41"E, A DISTANCE OF 216.14 FEET TO A POINT, THENCE S34°54'20"E, A DISTANCE OF 32.00 FEET TO A POINT, THENCE N68°36'38"E, A DISTANCE OF 204.94 FEET TO A POINT, THENCE S01°01'39"W, A DISTANCE OF 347.11 FEET TO A 1/2" ROD FOUND, THENCE S01°01'39"W, A DISTANCE OF 188.00 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF CREEKWOOD ROAD (60' RW) AND THE NORTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTIONS (TRACT 3, 4, & 5)

TRACT 3:
ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 180 OF THE 7TH DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 3.78 ACRES (164,499 SQ. FT.)

BEGINNING AT A 1/2" REBAR SET ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID REBAR BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY S83°33'38"E, A DISTANCE OF 35.23 FEET TO A 1/2" REBAR SET, THENCE LEAVING SAID RIGHT-OF-WAY S00°07'24"E, A DISTANCE OF 898.19 FEET TO A 1/2" REBAR SET, THENCE S89°52'29"W, A DISTANCE OF 101.00 FEET TO A 1/2" REBAR SET, THENCE S00°07'24"E, A DISTANCE OF 206.50 FEET TO A 1/2" REBAR SET, THENCE S89°52'29"W, A DISTANCE OF 292.11 FEET TO A POINT, THENCE S89°52'29"W, A DISTANCE OF 79.39 FEET TO A 1/2" REBAR SET, THENCE N00°07'24"W, A DISTANCE OF 361.50 FEET TO A 1/2" REBAR SET, THENCE N89°52'30"E, A DISTANCE OF 361.50 FEET TO A 1/2" REBAR SET, THENCE S00°07'24"E, A DISTANCE OF 120.00 FEET TO A 1/2" REBAR SET, THENCE N89°52'30"E, A DISTANCE OF 168.00 FEET TO A 1/2" REBAR SET, THENCE N00°07'24"W, A DISTANCE OF 897.22 FEET TO A 1/2" REBAR SET ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID REBAR BEING THE TRUE POINT OF BEGINNING.

TRACT 4:
ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 180 OF THE 7TH DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 0.96 ACRES (40,790 SQ. FT.)

BEGINNING AT A 1/2" IRON REBAR SET, SAID REBAR BEING THE TRUE POINT OF BEGINNING, THENCE S00°07'24"E, A DISTANCE OF 1262.71 FEET TO A 1/2" REBAR SET, THENCE N69°58'30"W, A DISTANCE OF 1389.70 FEET TO A 1/2" OPEN TOP PIPE FOUND, THENCE N01°15'46"W, A DISTANCE OF 398.66 FEET TO A POINT ON A POINT AT THE CENTERLINE OF A CREEK, SAID CENTERLINE OF CREEK BEING THE COUNTY LINE BETWEEN FULTON COUNTY AND FAYETTE COUNTY, THENCE ALONG SAID CENTERLINE OF CREEK THE FOLLOWING COURSES AND DISTANCES: THENCE S33°57'22"W, A DISTANCE OF 60.72 FEET TO A POINT, THENCE S70°16'57"W, A DISTANCE OF 140.91 FEET TO A POINT, THENCE S85°18'51"W, A DISTANCE OF 51.18 FEET TO A POINT, THENCE N32°20'34"W, A DISTANCE OF 19.48 FEET TO A POINT, THENCE N07°07'48"E, A DISTANCE OF 28.17 FEET TO A POINT, THENCE N24°33'37"W, A DISTANCE OF 51.37 FEET TO A POINT, THENCE S79°13'22"W, A DISTANCE OF 72.40 FEET TO A POINT, THENCE N68°15'22"W, A DISTANCE OF 85.73 FEET TO A POINT, THENCE LEAVING SAID CENTERLINE OF CREEK N89°52'30"E, A DISTANCE OF 281.1 FEET TO A 1/2" REBAR SET, THENCE N00°07'24"W, A DISTANCE OF 298.50 FEET TO A 1/2" REBAR SET, THENCE N89°52'30"E, A DISTANCE OF 101.00 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

TRACT 5:
ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 145 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA, CONTAINING 30.50 ACRES (1,328,560 SQ. FT.)

BEGINNING AT A POINT AT THE CENTERLINE OF CREEK, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE S00°07'24"E, A DISTANCE OF 1262.71 FEET TO A 1/2" REBAR SET, THENCE N69°58'30"W, A DISTANCE OF 1389.70 FEET TO A 1/2" OPEN TOP PIPE FOUND, THENCE N01°15'46"W, A DISTANCE OF 398.66 FEET TO A POINT ON A POINT AT THE CENTERLINE OF A CREEK, SAID CENTERLINE OF CREEK BEING THE COUNTY LINE BETWEEN FULTON COUNTY AND FAYETTE COUNTY, THENCE ALONG SAID CENTERLINE OF CREEK THE FOLLOWING COURSES AND DISTANCES: THENCE S33°57'22"W, A DISTANCE OF 60.72 FEET TO A POINT, THENCE S70°16'57"W, A DISTANCE OF 140.91 FEET TO A POINT, THENCE S85°18'51"W, A DISTANCE OF 51.18 FEET TO A POINT, THENCE N32°20'34"W, A DISTANCE OF 19.48 FEET TO A POINT, THENCE N07°07'48"E, A DISTANCE OF 28.17 FEET TO A POINT, THENCE N24°33'37"W, A DISTANCE OF 51.37 FEET TO A POINT, THENCE S79°13'22"W, A DISTANCE OF 72.40 FEET TO A POINT, THENCE N68°15'22"W, A DISTANCE OF 85.73 FEET TO A POINT, THENCE LEAVING SAID CENTERLINE OF CREEK N89°52'30"E, A DISTANCE OF 281.1 FEET TO A 1/2" REBAR SET, THENCE N00°07'24"W, A DISTANCE OF 298.50 FEET TO A 1/2" REBAR SET, THENCE N89°52'30"E, A DISTANCE OF 101.00 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION (OVERALL TRACT 2, 3, & 4)

TRACT 1 & 5 SHOWN ON SURVEY NOT PART OF THIS LEGAL DESCRIPTION
OVERALL TRACT:

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 163 & 180 OF THE 7TH DISTRICT OF FULTON COUNTY, GEORGIA, CONTAINING 70.16 ACRES (3,056,131 SQ. FT.)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JOHNSON ROAD (60' RW), SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID RIGHT-OF-WAY N89°35'15"E, A DISTANCE OF 363.44 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 144.32 FEET (SAID ARC HAVING A RADIUS OF 1,045.84 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF 130.20 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 181.45 FEET (SAID ARC HAVING A RADIUS OF 1,434.33 FEET AND BEING SUBTENDED BY A CHORD BEARING S42°48'22"E WITH A CHORD DISTANCE OF 233.64 FEET) TO A POINT, THENCE S43°24'48"E, A DISTANCE OF



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McDonough, GA 30253
770.914.9394

PROJECT NAME
**JOHNSON ROAD TRACT
FULTON & FAYETTE COUNTY**

CLIENT NAME
**DRB GROUP GEORGIA, LLC - A DELEWARE LIMITED LIABILITY COMPANY
160 WHITNEY STREET,
FAYETTEVILLE, GEORGIA 30214**

| REVISIONS | DATE | DESCRIPTION |
|-----------|--|-------------|
| 1. | LOCATED ADDITIONAL IMPROVEMENTS PER CLIENT REQUEST: 03/01/23 | |

A0910.0053 ALTA

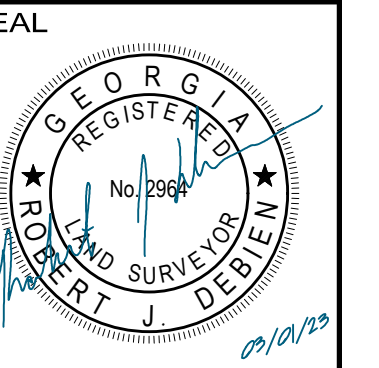
DATE 5-6-2021

CONTRACT # A0910.0053

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SHEET TITLE

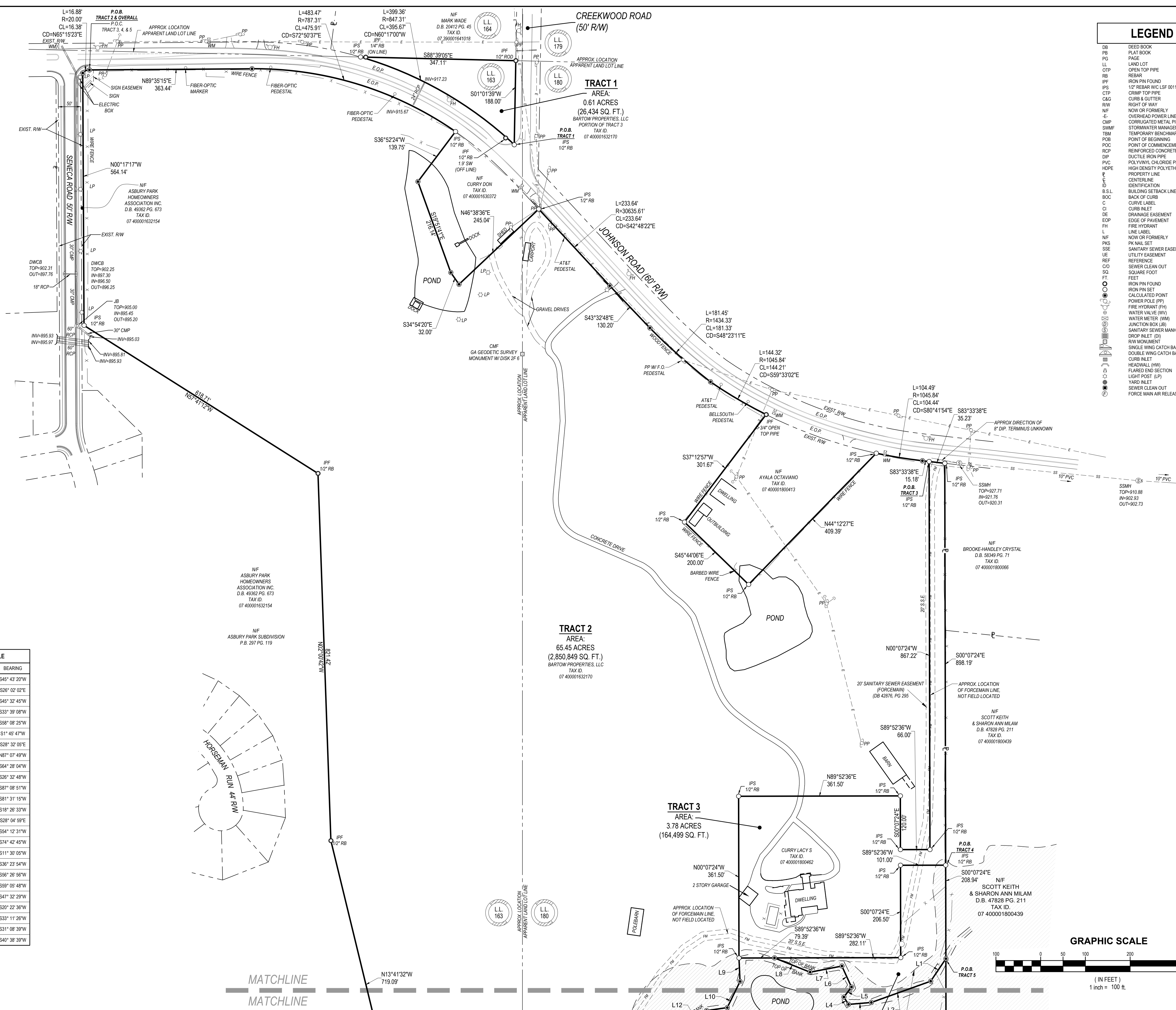
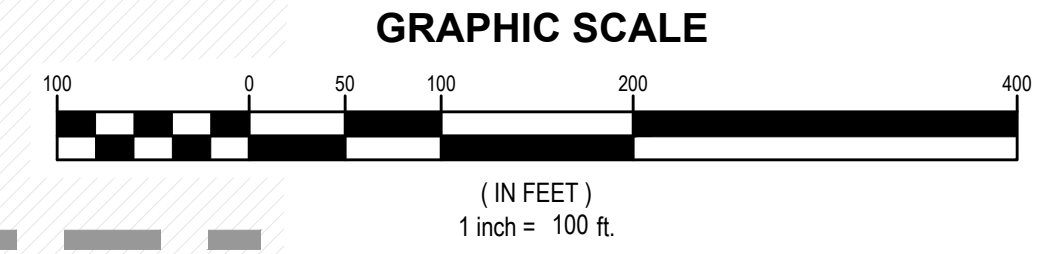
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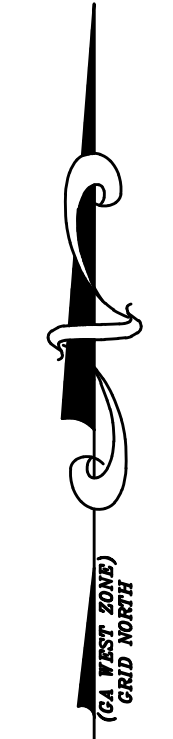
2 OF 3

LEGEND

- DB DEED BOOK
- FB PLAT BOOK
- PG PAGE
- LL LAND LOT
- OTP OPEN TOP PIPE
- RB REBAR
- IPF IRON PIN FOUND
- IPS 1/2" REBAR W/CLSP 001179
- CTP CRIMP TOP PIPE
- C&G CURB & GUTTER
- RW RIGHT OF WAY
- NF NOW OR FORMERLY
- E OVERHEAD POWER LINE
- CMP CORRUGATED METAL PIPE
- SWMF STORMWATER MANAGEMENT FACILITY
- TBM TEMPORARY BENCHMARK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- RCP REINFORCED CONCRETE PIPE
- DIP DUCTILE IRON PIPE
- PVC POLYVINYL CHLORIDE PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- PROPERTY LINE
- CENTRILINE IDENTIFICATION
- B.S.L. BUILDING SETBACK LINE
- BOC BACK OF CURB
- C CURVE LABEL
- CI CURB INLET
- DE DRAINAGE EASEMENT
- EOP EDGE OF PAVEMENT
- FH FIRE HYDRANT
- L LINE LABEL
- NF NOW OR FORMERLY
- PKS PK NAIL SET
- SSE SANITARY SEWER EASEMENT
- UE UTILITY EASEMENT
- REF REFERENCE
- CFD SEWER CLEAN OUT
- SQ SQUARE FOOT
- FEET
- IPF IRON PIN FOUND
- IRON PIN SET
- CALCULATED POINT
- PP POWER POLE (PP)
- FH FIRE HYDRANT (FH)
- WM WATER VALVE (WM)
- WM WATER METER (WM)
- JUNCTION BOX (JB)
- SMH SANITARY SEWER MANHOLE (SSMH)
- DI DROP INLET (DI)
- RM MONUMENT
- SW SINGLE WING CATCH BASIN
- DW DOUBLE WING CATCH BASIN
- CI CURB INLET
- HM HEADWALL (HM)
- FLR FLARED END SECTION
- LP LIGHT POST (LP)
- YI YARD INLET
- SC SEWER CLEAN OUT
- FM FORCE MAIN AIR RELEASE VALVE



THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION.



| LINE # | DISTANCE | BEARING |
|--------|----------|----------------|
| L1 | 60.72' | S33° 57' 22" W |
| L2 | 140.91' | S70° 16' 57" W |
| L3 | 51.18' | S85° 08' 51" W |
| L4 | 19.48' | N32° 20' 34" W |
| L5 | 28.17' | N37° 07' 08" E |
| L6 | 51.37' | N24° 35' 37" W |
| L7 | 72.40' | S79° 13' 22" W |
| L8 | 85.73' | N68° 15' 22" W |
| L9 | 52.51' | S2° 39' 04" E |
| L10 | 64.95' | S25° 59' 20" W |
| L11 | 46.95' | S81° 58' 03" W |
| L12 | 60.56' | S56° 44' 49" W |
| L13 | 41.75' | S41° 08' 24" W |
| L14 | 27.40' | N71° 09' 30" W |
| L15 | 97.66' | S24° 06' 32" W |
| L16 | 21.22' | S85° 39' 05" W |
| L17 | 53.19' | S26° 24' 44" W |
| L18 | 103.82' | S77° 36' 03" W |
| L19 | 17.34' | S57° 08' 08" W |
| L20 | 100.27' | S20° 07' 55" E |
| L21 | 28.33' | S6° 19' 11" W |
| L22 | 36.02' | S39° 47' 03" E |
| L23 | 123.15' | S30° 41' 07" W |
| L24 | 43.41' | N67° 42' 44" W |
| L25 | 80.10' | S81° 24' 36" W |
| L26 | 91.82' | S67° 51' 30" W |
| L27 | 86.79' | S88° 56' 51" W |
| L28 | 67.49' | S60° 18' 33" W |
| L29 | 127.25' | S73° 12' 29" W |
| L30 | 45.09' | N72° 30' 20" W |

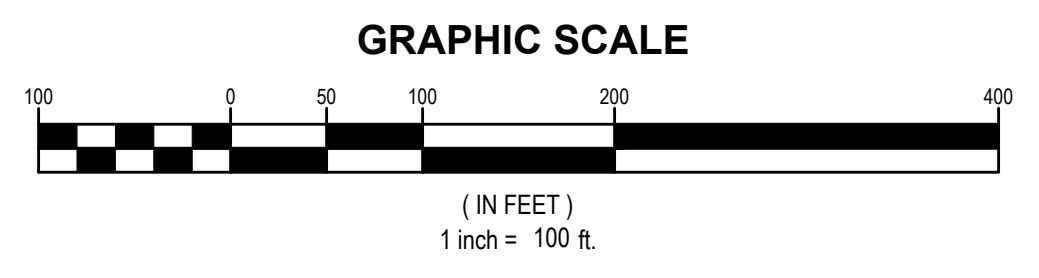
| LINE # | DISTANCE | BEARING |
|--------|----------|----------------|
| L31 | 13.03' | S45° 43' 22" W |
| L32 | 35.48' | S26° 02' 02" E |
| L33 | 37.15' | S45° 32' 45" W |
| L34 | 60.02' | S33° 39' 08" W |
| L35 | 57.02' | S58° 08' 25" W |
| L36 | 50.38' | S1° 45' 47" W |
| L37 | 30.96' | S28° 32' 05" E |
| L38 | 76.17' | N87° 07' 49" W |
| L39 | 21.66' | S64° 28' 04" W |
| L40 | 48.46' | S26° 32' 48" W |
| L41 | 25.16' | S87° 08' 51" W |
| L42 | 134.51' | S81° 31' 15" W |
| L43 | 42.89' | S18° 26' 33" W |
| L44 | 28.82' | S28° 04' 59" E |
| L45 | 63.77' | S54° 12' 31" W |
| L46 | 72.03' | S74° 42' 45" W |
| L47 | 39.84' | S11° 30' 05" W |
| L48 | 31.78' | S36° 23' 54" W |
| L49 | 121.82' | S56° 26' 56" W |
| L50 | 64.54' | S59° 05' 48" W |
| L51 | 80.37' | S47° 32' 29" W |
| L52 | 39.73' | S20° 22' 36" W |
| L53 | 69.73' | S33° 11' 26" W |
| L54 | 56.42' | S31° 08' 39" W |
| L55 | 53.77' | S40° 38' 39" W |

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THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION.

| LINE # | DISTANCE | BEARING |
|--------|----------|----------------|
| L1 | 60.72 | S33° 57' 22" W |
| L2 | 140.91' | S70° 16' 57" W |
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| L6 | 51.37' | N24° 35' 37" W |
| L7 | 72.40' | S79° 13' 22" W |
| L8 | 85.73' | N68° 15' 22" W |
| L9 | 52.51' | S2° 39' 04" E |
| L10 | 64.95' | S25° 59' 20" W |
| L11 | 46.95' | S81° 58' 03" W |
| L12 | 60.56' | S56° 44' 49" W |
| L13 | 41.75' | S41° 08' 24" W |
| L14 | 27.40' | N71° 09' 30" W |
| L15 | 97.66' | S24° 06' 32" W |
| L16 | 21.22' | S85° 39' 05" W |
| L17 | 53.19' | S26° 24' 44" W |
| L18 | 103.82' | S77° 36' 03" W |
| L19 | 17.34' | S57° 08' 08" W |
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| LINE # | DISTANCE | BEARING |
|--------|----------|----------------|
| L31 | 13.03' | S45° 43' 20" W |
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| L33 | 37.15' | S45° 32' 45" W |
| L34 | 60.02' | S33° 39' 08" W |
| L35 | 57.02' | S58° 08' 25" W |
| L36 | 50.38' | S1° 45' 47" W |
| L37 | 30.96' | S28° 32' 05" E |
| L38 | 76.17' | N87° 07' 49" W |
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| L40 | 48.46' | S26° 32' 48" W |
| L41 | 25.16' | S87° 08' 51" W |
| L42 | 134.51' | S81° 31' 15" W |
| L43 | 42.89' | S16° 28' 33" W |
| L44 | 28.82' | S28° 04' 59" E |
| L45 | 63.77' | S54° 12' 31" W |
| L46 | 72.03' | S74° 42' 45" W |
| L47 | 39.84' | S11° 30' 05" W |
| L48 | 31.78' | S36° 23' 54" W |
| L49 | 121.82' | S56° 28' 56" W |
| L50 | 64.54' | S59° 09' 48" W |
| L51 | 80.37' | S47° 32' 29" W |
| L52 | 39.73' | S20° 22' 36" W |
| L53 | 69.73' | S33° 11' 26" W |
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770.914.9394

PROJECT NAME
**JOHNSON ROAD TRACT
FULTON & FAYETTE COUNTY**

CLIENT NAME
**DRB GROUP GEORGIA, LLC - A DELEWARE LIMITED LIABILITY COMPANY
160 WHITNEY STREET,
FAYETTEVILLE, GEORGIA 30214**

| REVISIONS | DATE | DESCRIPTION |
|-----------|---------|--|
| 1. | LOCATED | ADDITIONAL IMPROVEMENTS PER CLIENT REQUEST: 03/01/23 |

A0910.0053 ALTA

DATE: 5-6-2021

CONTRACT #: A0910.0053

DRAWN BY: RJD / DW / DC

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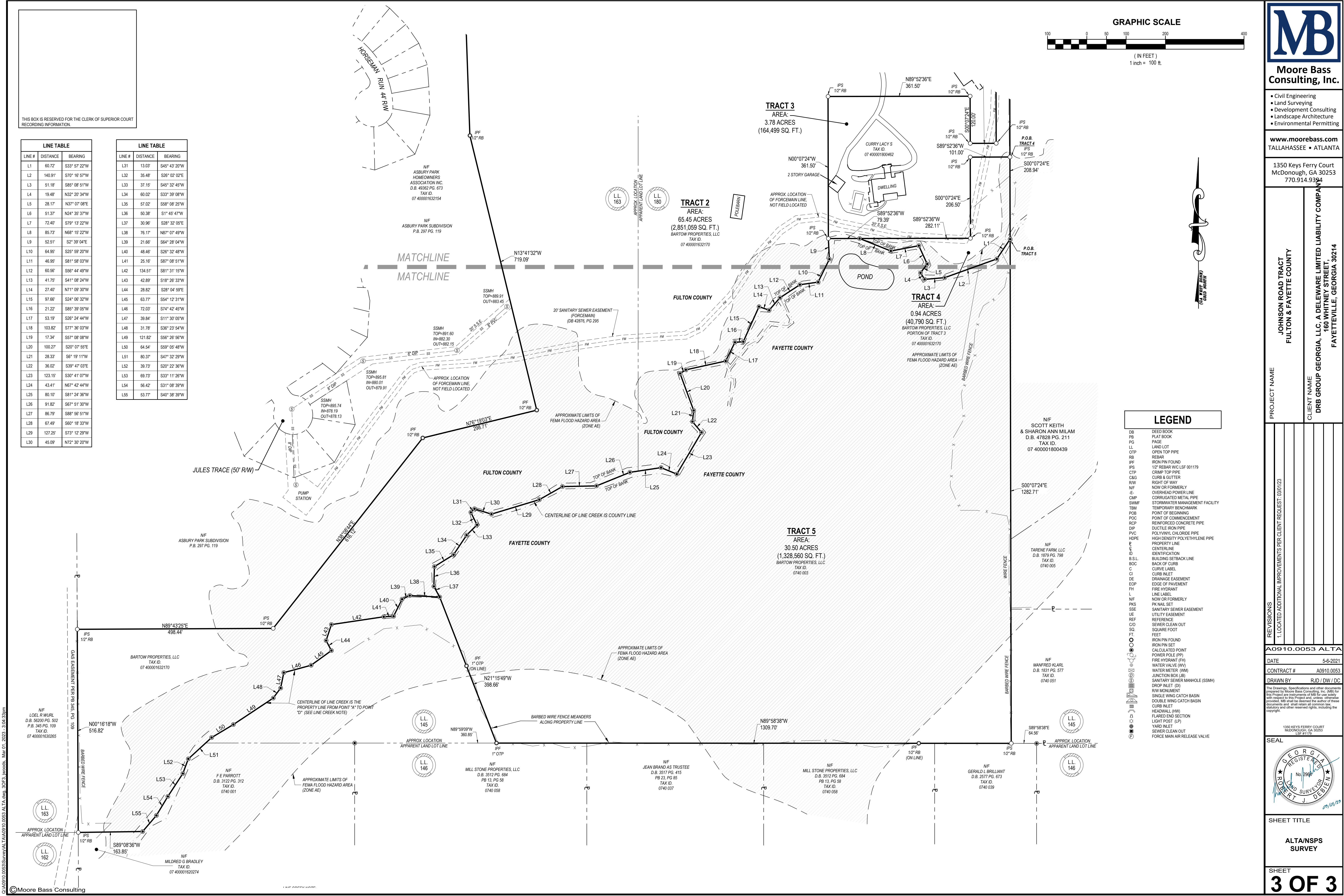


SHEET TITLE

**ALTA/NSPS
SURVEY**

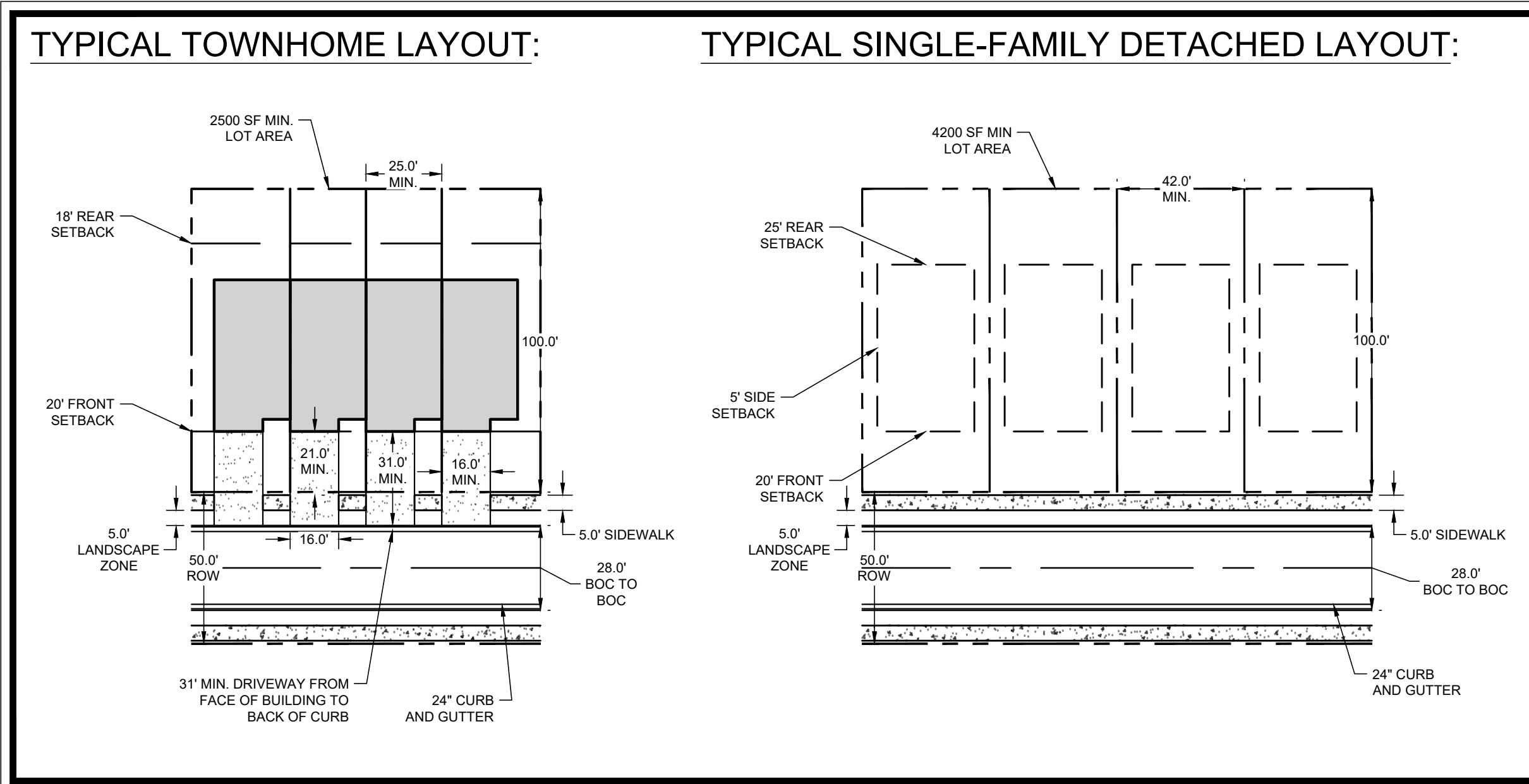
SHEET

3 OF 3



LEGEND

- DB DEED BOOK
- PLAT BOOK
- PG PAGE
- LL LAND LOT
- OTP OPEN TOP PIPE
- REBAR IRON PIN FOUND
- IPS 1/2" REBAR W/CS LF 001179
- CTP CRIMP TOP PIPE
- CAG CURB & GUTTER
- RW RIGHT OF WAY
- NF NOW OR FORMERLY
- CPM CORRUGATED METAL PIPE
- SWMF STORMWATER MANAGEMENT FACILITY
- TBM TEMPORARY BENCHMARK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- RCP REINFORCED CONCRETE PIPE
- DIP DUCTILE IRON PIPE
- PVC POLYVINYL CHLORIDE PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- PROPERTY LINE
- C CENTERLINE
- B, S, D IDENTIFICATION
- BOC BUILDING SETBACK LINE
- C BACK OF CURB
- C CURVE LABEL
- CI CURB INLET
- DE DRAINAGE EASEMENT
- EOP EDGE OF PAVEMENT
- FH FIRE HYDRANT
- L LINE LABEL
- NF NOW OR FORMERLY
- PKS PK NAIL SET
- SSE SANITARY SEWER EASEMENT
- UE UTILITY EASEMENT
- REF REFERENCE
- SCO SEWER CLEAN OUT
- SO SQUARE FOOT
- FT FEET
- IPF IRON PIN FOUND
- IPF IRON PIN SET
- CP CALCULATED POINT
- PP POWER POLE (PP)
- FW FIRE HYDRANT (FH)
- WV WATER VALVE (WV)
- WM WATER METER (WM)
- JB JUNCTION BOX (JB)
- SMH SANITARY SEWER MANHOLE (SSMH)
- DI DROP INLET (DI)
- RM MONUMENT
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- DW DOUBLE WING CATCH BASIN
- CI CURB INLET
- H HEADWALL (HW)
- FS FLARED END SECTION
- LP LIGHT POST (LP)
- YI YARD INLET
- SC SEWER CLEAN OUT
- FR FORCE MAIN AIR RELEASE VALVE



OWNER'S CERTIFICATION:

I HEREBY SUBMIT THIS PRELIMINARY PLAT AS THE OWNER, OR HIS AUTHORIZED AGENT, OF ALL PROPERTY SHOWN THEREON.

Connor Galloway 04/10/2023
 SIGNATURE OF AUTHORIZED AGENT / OWNER DATE

CONNOR GALLOWAY
 NAME OF OWNER / AGENT (PRINTED)

DESIGNER'S CERTIFICATION:

I HEREBY CERTIFY THAT THE PLANS FOR THE PROPOSED SUBDIVISION SHOWN ON THIS PRELIMINARY PLAT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

Connor Galloway 04/10/2023
 SIGNATURE DATE

PROJECT NARRATIVE:

CURRY BEND IS A PROPOSED SUBDIVISION CONSISTING OF 114 SINGLE-FAMILY DETACHED DWELLINGS AND 126 SINGLE-FAMILY ATTACHED TOWNHOMES AS WELL AS TWO PARCELS RETAINED BY THE SELLER TO BE COMMERCIAL AND ASSISTED LIVING USES (TO BE DESIGNED AND PERMITTED AS A SEPARATE PROJECT). THE SINGLE-FAMILY DETACHED DWELLINGS WILL HAVE A MINIMUM LOT SIZE OF 4200 SF AND WILL HAVE A TYPICAL LAYOUT AS SHOWN. THE TOWNHOMES WILL HAVE A MINIMUM LOT SIZE OF 2500 SF AND WILL HAVE A TYPICAL LAYOUT AS SHOWN. THE TOTAL SITE AREA IS 70.17 AC.

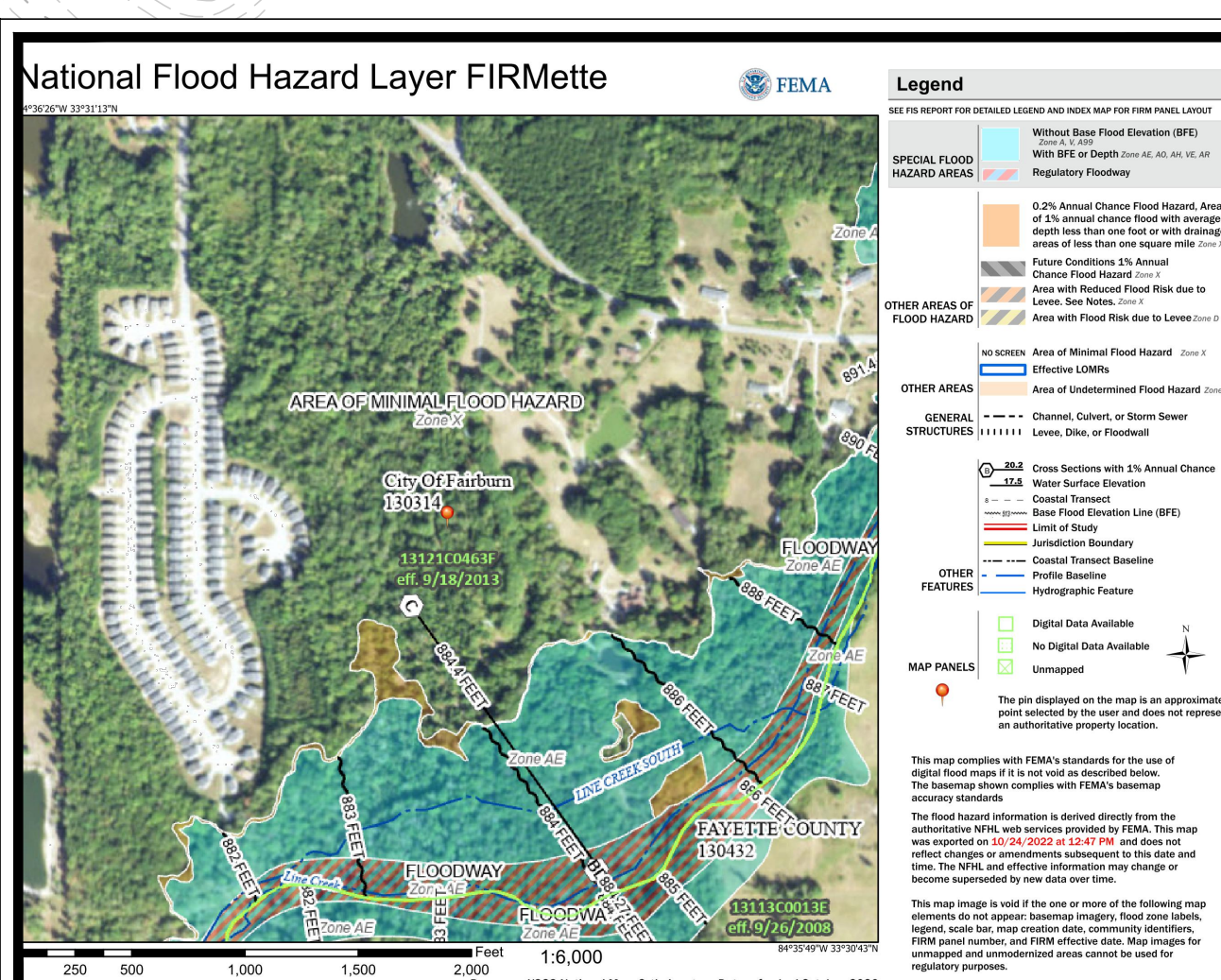
THIS PROJECT ALSO CONSISTS OF THE CONSTRUCTION OF ROADWAYS TO BE DEDICATED TO THE CITY OF FAIRBURN, SURFACE PARKING, STORMWATER CONVEYANCE AND DETENTION, POTABLE WATER UTILITY LINES, AND GRAVITY SANITARY SEWER LINES WHICH WILL CONNECT TO EXISTING GRAVITY SEWER SYSTEM.

A TRAFFIC STUDY HAS BEEN PERFORMED AND IS INCLUDED WITH THIS SUBMITTAL.

THERE IS AN ESTIMATED AVERAGE DAILY DEMAND OF 66.67 GPM AND MAXIMUM DAILY DEMAND OF 400 GPM FOR WATER. THERE IS AN ESTIMATED AVERAGE SEWAGE FLOW RATE OF 57,600 GPD, AND A PEAK SEWAGE FLOW RATE OF 230,400 GPD FOR SANITARY SEWER.

ALL STORMWATER CONVEYANCE AND DETENTION SHALL BE DESIGNED AND CONSTRUCTED BASED ON REQUIREMENTS PROVIDED IN THE GEORGIA STORMWATER MANAGEMENT MANUAL. STORMWATER SYSTEMS SHALL BE PRIVATE AND MAINTAINED BY PROPERTY OWNER ASSOCIATION.

THIS PRELIMINARY PLAT CONSISTS OF TWO PARCELS, AND WILL BE COMBINED THROUGH A CONSOLIDATION PLAT.



FEMA MAP: THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0463F DATED 09/18/2013.

DEVELOPMENT SUMMARY:
 PERMIT NUMBER: 20221539PP

SITE SUMMARY:

| | |
|-----------------|------------------------------------|
| PARCELS: | 07 400001632170 07 400001800462 |
| CURRENT ZONING: | PD |
| SITE AREA: | 70.17 ACRES |

PROPOSED LAND USES:

| | |
|--|---|
| SINGLE-FAMILY DETACHED RESIDENTIAL: | 114 UNITS 4200 SF |
| MIN LOT SIZE: | 4200 SF |
| SETBACKS: | FRONT: 20 FT REAR: 25 FT SIDE: 5 FT |
| RESIDENTIAL TOWNHOMES: | 126 UNITS 2500 SF |
| MIN LOT SIZE: | 2500 SF |
| SETBACKS: | FRONT: 20 FT REAR: 18 FT SIDE: 9 FT BUILDING SEPARATION: 15 FT |
| COMMERCIAL: | 1 AC 80 FT |
| MIN LOT WIDTH: | 30 FT |
| SETBACKS: | FRONT: 25 FT SIDE: 25 FT REAR: 25 FT |
| ASSISTED LIVING: | 13.9 AC 80 FT |
| MIN LOT WIDTH: | 30 FT |
| SETBACKS: | FRONT: 25 FT SIDE: 25 FT REAR: 25 FT |

PARKING SUMMARY:

| | |
|-------------------------|------------|
| TOTAL PARKING PROVIDED: | 828 SPACES |
| SINGLE FAMILY: | 228 SPACES |
| TOWNHOME: | 250 SPACES |
| GUEST: | 27 SPACES |
| AMENITY: | 20 SPACES |

INTERNAL STREETSCAPE:

| | |
|--------------------------------|--------------------------------|
| MIN. 50' ROW | MIN. 50' ROW |
| 28' ROADWAY BOC TO BOC | 28' ROADWAY BOC TO BOC |
| 5' LANDSCAPE STRIP | 5' LANDSCAPE STRIP |
| 5' SIDEWALK | 5' SIDEWALK |
| 1' GRASS STRIP BEHIND SIDEWALK | 1' GRASS STRIP BEHIND SIDEWALK |

IMPERVIOUS AREA:

| | |
|----------------------------------|-----------|
| TOTAL IMPERVIOUS AREA: | 422.13 AC |
| TOTAL VEHICULAR AREA: | 18.23 AC |
| TOTAL VEHICULAR LANDSCAPED AREA: | 11.44 AC |

UTILITIES:

| | |
|--------|------------------|
| WATER: | CITY OF FAIRBURN |
| SEWER: | FULTON COUNTY |
| POWER: | GEORGIA POWER |

SITE PLAN LEGEND:

| |
|-----------------------------------|
| --- PROPERTY LINE |
| VEHICULAR RATED CONCRETE DRIVEWAY |
| STANDARD DUTY CONCRETE SIDEWALK |
| WETLANDS |
| EXISTING PONDS |
| EXISTING PONDS |
| 10 PARKING COUNT |

- SITE NOTES:**
- EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY FILE PROVIDED BY MOORE BASS CONSULTING, INC. DATED 05/06/2021.
 - TOPOGRAPHY SHOWN HEREON ARE FROM A SURVEY FILE PROVIDED BY MOORE BASS CONSULTING, INC. DATED 10/24/2022
 - WETLAND AND STREAM DELINEATION ARE FROM STUDY PERFORMED BY AES. DATED 3/29/2021, AND VERIFIED BY KIMLEY-HORN ON 10/12/2022
 - ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
 - ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
 - REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.
 - FOR LOTS IN WHICH PROPERTY LINES ENCRUSH INTO BUFFERS, NO STRUCTURES OR IMPERVIOUS FEATURES SHALL BE ALLOWED WITHIN THE IMPERVIOUS BUFFERS, AND NO LAND DISTURBING ACTIVITY SHALL BE ALLOWED WITHIN UNDISTURBED BUFFERS, UNLESS OTHERWISE EXEMPT.
 - ALL UTILITIES SHALL BE INSTALLED UNDERGROUND

PROJECT CONTACTS:

CURRENT PROPERTY OWNER: PARCEL# 07 400001632170
 BARTOW PROPERTIES LLC
 P.O. BOX 884
 TYRONE, GA 30290-0884
 PHONE: 404-580-8425

PARCEL# 07 400001800462
 CURRY LACY S
 6560 BOHANNON RD.
 PALMETTO, GA 30268
 PHONE: 404-580-8425

DEVELOPER: DRB GROUP
 55 IVAN ALLEN JR BLVD NW, SUITE 400
 ATLANTA, GA 30308
 PHONE: 470.502.1005
 CONTACT: MEKAYLE REYNOLDS

CIVIL ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.
 1200 PEACHTREE STREET NE, SUITE 800
 ATLANTA, GA 30309
 PHONE: 404.201.8129
 CONTACT: CONNOR GALLOWAY, PE

SURVEYOR: MOORE BASS CONSULTING, INC.
 1350 KEYS FERRY COURT,
 MCDONOUGH, GA 30253
 PHONE: 770.914.9394
 CONTACT: ROB DEBIEN, R.L.S.

GEORGIA811
 Utility Protection Center, Inc.
 Know what's below.
 Call before you dig.

GRAPHIC SCALE IN FEET
 0 50 100 200

GSWCC CERT. LEVEL III: 0000078213
 DRAWN BY: WIB
 DESIGNED BY: CRG
 REVIEWED BY: BWS
 DATE: 10/25/2022
 PROJECT NO: 014957000
 TITLE: PRELIMINARY PLAT
 SHEET NUMBER: C1-90

Kimley-Horn
 © 2021 KIMLEY-HORN AND ASSOCIATES, INC.
 1200 PEACHTREE ST NE, SUITE 800
 ATLANTA, GEORGIA 30309
 PHONE (404) 418-8700
 WWW.KIMLEY-HORN.COM

DRB GROUP
 55 IVAN ALLEN JR BLVD NW, SUITE 400
 FULTON COUNTY
 GEORGIA POWER

DRB HOMES

| CLIENT | DATE | BY |
|------------------------------|------------|-----|
| PRELIMINARY PLAT RESUBMITTAL | 06/29/2023 | CRG |
| PRELIMINARY PLAT RESUBMITTAL | 04/10/2023 | CRG |
| SCHEMATIC DESIGN | 03/17/2022 | CRG |
| PRELIMINARY PLAT | 10/02/2022 | CRG |
| NO. REVISION DESCRIPTIONS | | |

CURRY BEND
 6560 BOHANNON RD, FAIRBURN, GA 30268
 LAND LOT 183180, 7TH DISTRICT

GEORGIA
 REGISTERED PROFESSIONAL ENGINEER
 NO. 264538
 CONNOR GALLOWAY
 03/16/2023

Drawing name: K:\AMT_Civil\104957000_Curry Bend\CADD\Plan\sheet\C1-90 - PRELIMINARY PLAT.dwg C:\90 - PRELIMINARY PLAT Oct 05, 2023 12:17pm by: Wes.Bridis

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

August 30, 2022
DRB Group, LLC
160 Whitney Street
Fayetteville, GA 30214
Attn: Jay Knight
Re: Fairburn City Council Decision on the Curry Bend Planned Development Rezoning [2021103]

Dear Mr. Knight:
On Monday, August 22, 2022, the City of Fairburn City Council made the following decision on the rezoning petition for the Curry Bend Planned Development [2021103]:

APPROVAL with Conditions: to rezone 70.17 acres from PD (Planned Development) to PD (Planned Development) to allow 114 single-family residential lots, 126 townhouses, commercial uses, and a convalescent center/nursing home/hospice and personal care home/assisted living/hospice facility, with two concurrent use permits and two concurrent variances as follows:

- o **Concurrent Use Permit 2021113:** To allow a convalescent center/nursing home/hospice facility [Chapter 80 Zoning, Article IV Section 80-206 Convalescent center/nursing home/hospice]
- o **Concurrent Use Permit 2021114:** To allow a personal care home/assisted living facility [Chapter 80 Zoning, Article IV Section 80-224 Personal care home/assisted living]
- o **Concurrent Variance 2021110:** To allow parking in the minimum front yard setback [Chapter 80 Zoning, Article II, Section 80-206(c) - Convalescent center/nursing home/hospice; Section 80-224(4) - Personal care home/assisted living]
- o **Concurrent Variance 2021111:** To reduce the side yard setback from 50' to 25' [Chapter 80-224(3) Personal care home/assisted living]

- Conditions:**
1. See Bartow Properties, LLC and DRB Group, LLC v. City of Fairburn, Georgia and Tarika Pecks, Director of Planning and Zoning in her official capacity, Civil Action File No: 2021CV354860 - General Mutual Release Statement Agreement, dated June 13, 2022, attached and incorporated herein as Exhibit A to this Staff Report.
 2. Amenities shall be constructed during phase one of development.

Should you have any questions or need additional information, please do not hesitate to contact me at (770) 964-2244 ext. 120.

Sincerely,
Rebecca Keefer
Interim Director of Planning and Zoning
CITY OF FAIRBURN
55 SW Malone Street, Fairburn, GA 30213-1341 | (770)964-2244 | Fax: (770)969-3474 | www.fairburn.com

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

BARTOW PROPERTIES, LLC and
DRB GROUP GEORGIA, LLC
Plaintiffs,
vs.
THE CITY OF FAIRBURN, GEORGIA
and TARIKA PECKS, Director
of Planning and Zoning in her Official
Capacity,
Defendants.

Civil Action File No.
2021CV354860

FINAL CONSENT JUDGMENT AND ORDER

The Plaintiffs and Defendants having settled their disputes in this present action, in accordance with the General Mutual Release and Settlement Agreement, attached as Exhibit A to this Order, and it being the wishes of the parties to incorporate the provisions of the General Mutual Release and Settlement Agreement into this Judgment and it appearing that all parties have consented to this Judgment it is hereby,

ORDERED AND ADJUDGED that all parties shall abide by the provisions of the General Mutual Release and Settlement Agreement, as they are approved and incorporated herein by reference, to the Final Consent Judgment and Order of this Court in this action as if each term thereof were quoted verbatim herein. The parties are ordered to comply with each and every term of said agreement. It is the further Order of this Court that the Plaintiffs' Rezoning Application with two Concurrent Use Permits, two Concurrent Variances and the Development Plan, as referenced in the General Mutual Release and Settlement Agreement, are hereby remanded to the

City of Fairburn for reconsideration and the City is ordered to rezone the Subject Property, with its two (2) concurrent use permits and its two (2) concurrent variances and approve the Development Plan as referenced in the General Mutual Release and Settlement Agreement attached as Exhibit A to this Order, within sixty (60) days of the entry of this Final Consent Judgment and Order.

SO ORDERED, this 9th day of JULY, 2022.

Prepared by and Consented to:

Valerie Ross
Valerie A. Ross
Georgia Bar No. 615225
Counsel for Defendants
TURNER ROSS GERMANN, LLC
1501 Johnson Ferry Road, Suite 100
Marietta, GA 30067
470-264-1583 (office)
vross@trg.com

Revised by and Consented to:

Robert C. L. McBurne
Honorable Robert C. L. McBurne
Fulton County Superior Court
Atlanta Judicial Circuit

GENERAL MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This General Mutual Release and Settlement Agreement (hereinafter the "Agreement") is made and entered into this 12th day of July, 2022, by and among Bartow Properties, LLC, DRB Group Georgia, LLC (hereinafter collectively referred to as "Plaintiffs") and the City of Fairburn, Georgia and Tarika Pecks, Director of Planning and Zoning in her official capacity (hereinafter collectively referred to as "Defendants").

WHEREAS, Plaintiff Bartow Properties, LLC owns 70.17 acres of land (hereinafter "Subject Property") that is zoned to the PD (Planned Development) zoning district within the City of Fairburn, Georgia, as described in the legal description attached as Exhibit A;

WHEREAS, on May 7, 2021, and at the direction of the City, Plaintiff DRB Group Georgia, LLC, the potential purchaser of part of the Subject Property, filed a rezoning application with Rezoning Number 2021103 with Concurrent Use Permit Numbers 2021113 and 2021114 and Concurrent Variances 2021110 and 2021111, along with the Development Plan, pursuant to City of Fairburn Zoning Ordinance, Section 80-070 seeking to rezone the Subject Property to the PD (Planned Development) zoning district, as per Exhibit B attached and incorporated by reference;

WHEREAS, on August 23, 2021, the governing body of the City of Fairburn, in its legislative discretion, denied the rezoning application, along with the concurrent use permits and concurrent variances, as well as the Development Plan required for PUJ developments;

WHEREAS, on September 21, 2021, Bartow Properties, LLC and DRB Group Georgia, LLC filed a lawsuit in the Superior Court of Fulton County, Georgia styled as Civil Action No. 2021CV354860 (hereinafter the "Action") asserting certain claims at both law and equity concerning the City's final zoning decision regarding the Subject Property;

WHEREAS, pursuant to O.C.G.A. § 9-1-14(e)(3) and O.C.G.A. § 9-11-4(d)(2), on November 24, 2021, Defendants filed an Answer in the Action;

WHEREAS, the Plaintiffs and the Defendants herein mutually desire and agree to settle, without further court intervention, any and all claims, allegations, demands, disputes, damages, rights or causes of action, and (implicitly), whether known or unknown, now existing or that might arise in the future, directly or indirectly, of whatever kind or nature, against each other both jointly and severally concerning the Action and the factual circumstances set forth herein and anything relating, directly or indirectly, expressly or implicitly, thereto;

WHEREAS, the parties herein mutually agree that this settlement fully and finally satisfies any and all claims and claims asserted in the Action;

NOW, THEREFORE, in consideration of the mutual promises and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conditions of Approval

Should the City exercise its authority to approve the Development Plan, then the City of Fairburn Zoning Ordinance and the official zoning maps established in connection therewith shall be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" as this

Release by Plaintiffs

For and in consideration of the mutual promises and agreements contained herein, Plaintiffs hereby release, acquit and forever discharge the City of Fairburn, Georgia and Tarika Pecks, Director of Planning and Zoning, in her official capacity, and their agents, servants, employees, executors, administrators, personal representatives, heirs, successors, assigns, members, shareholders, equity owners and attorneys from any and all past or present claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service and any other claims arising from or involved in the Action, whether sounding in tort, contract, civil rights, or other theory of recovery, which Plaintiffs now have or had, or which may accrue up through and including the date upon which this Agreement is executed by Plaintiffs, including, but not limited to, those claims on account of or related to the allegations involved in the Action, which have resulted, or may result, from any alleged acts or omissions of Plaintiffs prior to the date of the execution of this Agreement, including, but not limited to, any claims for delay or other damages as a result of Plaintiffs being unable to begin work on the Subject Property as a result of the Action or otherwise. This General Mutual Release and Settlement Agreement shall be binding upon Plaintiffs and their heirs, administrators, executors, assigns and successors.

Release by Defendants

For and in consideration of the mutual promises and agreements contained herein, Defendants hereby release, acquit and forever discharge Plaintiffs Bartow Properties, LLC and DRB Group Georgia, LLC and their agents, servants, employees, executors, administrators, personal representatives, heirs, successors, assigns, members, shareholders, equity owners and attorneys from any and all past or present claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service and any other claims arising from or involved in the Action, whether sounding in tort, contract, civil rights, or other theory of recovery, which Defendants now have or had, or which may accrue up through and including the date upon which this Agreement is executed by Defendants, including, but not limited to, those claims on account of or related to the allegations involved in the Action, which have resulted, or may result, from any alleged acts or omissions of Defendants prior to the date of the execution of this Agreement. This General Mutual Release and Settlement Agreement shall be binding upon Defendants and their heirs, administrators, executors, assigns and successors.

6. Detail of Liability

This General Mutual Release and Settlement Agreement shall not be deemed to be an admission of liability by any party to this Agreement. Rather, this Agreement is being executed in good faith to end the legal differences between the parties.

7. Complete Agreement

This Agreement constitutes the entire agreement of the parties in regard hereto, and no waiver, modification, or amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. All prior and contemporaneous representations, promises and understandings are merged herein.

8. Enforceability of this Agreement

Notwithstanding anything hereto to the contrary, each party shall have the right to enforce this Agreement, and each of its terms or conditions. Such right of enforcement shall include the

19. Lighting on the exterior of the commercial and institutional used properties shall be directed downward and internal to the subject property.
20. Roof-mounted equipment of the commercial and institutional used properties shall be located and/or screened to minimize visibility from public streets and surrounding residentially used properties.
21. The front facade of the commercial and institutional used buildings shall be all brick material. The use of stucco or EIFS (synthetic stucco) is prohibited. Banglars, steel gates, metal awnings, and steel roll-down curtains are prohibited.
22. Refuse areas (dumpsters) shall be placed in the least visible location from the public streets and shall be enclosed on three (3) sides with brick similar to the brick used on the front facade of the building.
23. A standard sign package shall be created for the entire project. Internal sign lighting shall be prohibited.

2. Concurrent Use Permits

That the granted concurrent use permits shown as 2021113 & 2021114 are subject to the following conditions:

1. Convalescent center/nursing home/hospice and personal care home/assisted living/hospice facility.
 - a. Not to exceed seventy (70) units or 210 beds in the facility, whichever is greater.
 - b. Provide applicable local, state, and federal regulations and permits to the Community Development/Building Department prior to the issuance of a certificate of occupancy.

3. Concurrent Variances

That the granted concurrent variances shown as 2021110 and 2021111 are subject to the following conditions:

1. Variance 2021110 - A variance from Section 80-206(c) to allow parking in the minimum front yard setback [Chapter 80 Zoning, Article II, Section 80-206(c) - Convalescent center/nursing home/hospice; Section 80-224(4) - Personal care home/assisted living].
2. Variance 2021111 - A variance from Section 80-224(3) to reduce the side yard setback from 50' to 25' [Personal care home/assisted living].

4. Resolution of Action

For and in exchange for the promises, agreements and obligations of Defendants under this Agreement, Plaintiffs agree to the entry of a consent judgment in a form attached hereto as Exhibit C in the Action.

5. Mutual Release by the Parties

Notwithstanding anything hereto to the contrary, each party shall have the right to enforce this Agreement, and each of its terms or conditions. Such right of enforcement shall include the

Affirmed and Agreed to by this 11 day of July, 2022:

Mirco Avery
CITY OF FAIRBURN
BY: Mirco Avery
TITLE: ATTORNEY

Sworn to and subscribed before me, this 11th day of July, 2022.
Diana Lynn Johnson
NOTARY PUBLIC
My seal expires: 08/24

ATTESTED TO BY:

Robert C. L. McBurne
Honorable Robert C. L. McBurne
Fulton County Superior Court
Atlanta Judicial Circuit

Rory K. Starkey, Esq.
Georgia Bar No. 785040
Attorney for Plaintiffs

Sworn to and subscribed before me, this 22nd day of June, 2022.
Diana Lynn Johnson
NOTARY PUBLIC
My seal expires: 08/24

Sworn to and subscribed before me, this 22nd day of June, 2022.
Diana Lynn Johnson
NOTARY PUBLIC
My seal expires: 08/24

Sworn to and subscribed before me, this 22nd day of June, 2022.
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Sworn to and subscribed before me, this 22nd day of June, 2022.
Diana Lynn Johnson
NOTARY PUBLIC
My seal expires: 08/24

24. Pedestrian scale street lighting shall be provided along both sides of internal streets throughout the development.
25. All utilities shall be installed underground throughout the development area.
26. The Developer shall conduct a traffic study and submit the study to the Community Development Department prior to the issuance of the land disturbance permit.
27. Turning lanes may be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer and/or traffic study. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.
28. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter, and drainage) along the existing road across the entire property frontage where required, at no cost to the city.
29. The Developer shall install a canopy or overstory tree in the front yard of each single-family lot. The front and rear yards of the single-family lots and townhouse units shall be sodded.
30. Fencing of at least six (6) feet shall be installed along the outer perimeter of the tracts designated for commercial and institutional uses adjacent to residentially used properties to maximize screening and sound remediation.
31. A 50-foot undisturbed vegetated buffer shall be installed to provide a visual buffer between the commercial use and residentially used properties. A combination of existing trees and newly planted trees (where insufficient vegetation exists) shall be installed to establish the buffer. New trees shall be 8'-10' in height at the time of installation. Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Eastern Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly. In addition to tree planting, a berm shall be installed to screen the commercial use from the view of adjacent residents as much as reasonably possible.
32. A 25-foot undisturbed vegetated buffer shall be installed to provide a visual buffer between the adjacent property and personal care home/assisted living/hospice facility. A combination of existing trees and newly planted trees (where insufficient vegetation exists) shall be installed to establish the buffer. New trees shall be 8'-10' in height at the time of installation. Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Eastern Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly, depending upon availability. If unavailable comparable trees of like size will be planted. In addition, a berm shall be installed to screen the facility from the view of the adjacent lot as much as reasonably possible.

33. Building setbacks for the single-family lots are as follows:
 - a. Front: 20 feet
 - b. Side: 5 feet
 - c. Rear: 25 feet
34. Building setbacks for the townhouse units are as follows:
 - a. Front: 20 feet
 - b. Side: 4 feet
 - c. Rear: 18 feet
 - d. Separation between buildings: 15 feet
35. Building setbacks for the commercial use are as follows:
 - a. Front: 20 feet
 - b. Side: 25 feet
 - c. Rear: 25 feet
36. Building setbacks for the personal care/assisted living/hospice use are as follows:
 - a. Front: 30 feet
 - b. Side: 25 feet
 - c. Rear: 25 feet
37. Minimum lot widths as follows:
 - a. Single-family lot width shall be forty-two (42) feet
 - b. Townhouse lot width shall be twenty-five (25) feet
 - c. Commercial lot width shall be eighty (80) feet
 - d. Convalescent center/nursing home/hospice/ Personal care/assisted living/hospice lot width shall be eighty (80) feet.
38. Amenity package to include a pool with cabana, passive recreation parks, dog park(s), walking trail system, greenspace, playground, and mail kiosk (CBD).
39. Facades of the detached units and attached units shall be constructed with a combination of two or more of the following materials: fiber-cement siding, wood shake, clapboard, brick, and/or stone. The use of vinyl, stucco or EIFS (synthetic stucco) is strictly prohibited. At least 25% of the front facades shall consist of brick or stone. No lot shall contain a single-family unit that is identical to that of an adjacent lot.
40. Two-car garages shall be provided for each single-family house and townhouse unit. Upgraded garage doors with architectural elements shall be utilized.
41. Sidewalks on all street frontages shall be a minimum of five-feet in width and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and the City of Fairburn development standards. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to amenity areas.

42. To the following site development considerations:
 - 1. Building setbacks for the single-family lots are as follows:
 - a. Front: 20 feet
 - b. Side: 5 feet
 - c. Rear: 25 feet
 - 2. Building setbacks for the townhouse units are as follows:
 - a. Front: 20 feet
 - b. Side: 4 feet
 - c. Rear: 18 feet
 - d. Separation between buildings: 15 feet
 - 3. Building setbacks for the commercial use are as follows:
 - a. Front: 20 feet
 - b. Side: 25 feet
 - c. Rear: 25 feet
 - 4. Building setbacks for the personal care/assisted living/hospice use are as follows:
 - a. Front: 30 feet
 - b. Side: 25 feet
 - c. Rear: 25 feet
 - 5. Minimum lot widths as follows:
 - a. Single-family lot width shall be forty-two (42) feet
 - b. Townhouse lot width shall be twenty-five (25) feet
 - c. Commercial lot width shall be eighty (80) feet
 - d. Convalescent center/nursing home/hospice/ Personal care/assisted living/hospice lot width shall be eighty (80) feet.
 - 6. Amenity package to include a pool with cabana, passive recreation parks, dog park(s), walking trail system, greenspace, playground, and mail kiosk (CBD).
 - 7. Facades of the detached units and attached units shall be constructed with a combination of two or more of the following materials: fiber-cement siding, wood shake, clapboard, brick, and/or stone. The use of vinyl, stucco or EIFS (synthetic stucco) is strictly prohibited. At least 25% of the front facades shall consist of brick or stone. No lot shall contain a single-family unit that is identical to that of an adjacent lot.
 - 8. Two-car garages shall be provided for each single-family house and townhouse unit. Upgraded garage doors with architectural elements shall be utilized.
 - 9. Sidewalks on all street frontages shall be a minimum of five-feet in width and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and the City of Fairburn development standards. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to amenity areas.

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Ordinance be changed from PD (Planned Development) Zoning District to PD (Planned Development) Zoning District with two concurrent use permits, 2021113 and 2021114 and two concurrent variances, 2021110 and 2021111, subject to the following conditions:

A. To restrict the use of the Subject Property as follows:

1. Single-family detached lots:
 - a. 126 units shall have a minimum lot area of 4,200 square feet.
 - b. 126 units shall have a minimum lot area of 4,200 square feet.
 - c. The minimum heated floor area of each home shall be a minimum of 1,700 square feet.
2. Townhouse units:
 - a. 126 units shall have a minimum lot size of 2,500 square feet and no building shall contain more than eight (8) units.
 - b. The minimum heated floor area of each townhouse shall be a minimum of 1,500 square feet.
3. Commercial:
 - a. Permitted uses under C-1 (Neighborhood Commercial)
 - b. Permitted uses under C-2 (General Commercial) except liquor stores, car/truck rental or sale/leasing, auto repair/body shop, auto supply store, parking lot/garage, recycling center, gasoline service stations, and funeral services are specifically prohibited.
4. Convalescent center/nursing home/hospice and personal care home/assisted living/hospice facility.
 - a. Not to exceed seventy (70) beds in the facility.
 - b. Provide applicable local, state and federal regulations and permits to the Community Development/Building Department prior to the issuance of certificate of occupancy.

B. To abide by the following:

1. The Subject Property shall be developed in conformity with the Development Plan prepared by Moore Bass and approved by City Council on 07/13/2022. The Development Plan, attached as Exhibit B, shall become the zoning control document for features and development standards depicted on the plan as it relates to the Subject Property described in Exhibit A. Any deviation from the Development Plan shall be approved by the Director of Planning and Zoning.
2. Property maintenance shall be accomplished through a homeowner's association in which membership shall be mandatory. Such maintenance (exterior and yard) shall encompass all individual townhome units and all common areas that are contained within the boundaries of the townhome units. Property maintenance for the single-family detached units shall be accomplished by the individual property owners with the exception of common areas to be maintained by a homeowner's association. A 0% rental cap shall be included in the detached units' by-laws and a 6% rental cap shall be included in the attached units' by-laws. Such association by-law shall be subject to review by the City Administrator and shall be recorded with covenants that also shall be subject to review by the City Administrator.

right to seek an injunction for specific performance and/or damages resulting from the breach of this Agreement. The parties further represent and warrant that the City of Fairburn may enforce all terms of this Agreement through its development review and permitting process.

9. Full Accord, Satisfaction and Final Compromise and Settlement
This Agreement shall constitute a full accord, satisfaction and final compromise and settlement of the disputes between the parties contained in or related to the Action.

10. Severability
The parties intend for this Agreement to be severable, and if any provision shall be deemed to be illegal or invalid for any reason, such illegal or invalid part of this Agreement shall not affect the legality or validity of the other provisions.

11. Causative and No Reliance
The parties and the signatories hereto hereby represent and warrant that they have full capacity to execute this agreement and to bind the entities for which they are executing this agreement (where applicable). The parties further represent and acknowledge that in executing this Agreement, they do not rely upon, and have not relied upon any representation or statements made by any other party or by any other parties' agents, representatives or attorneys with regard to the subject matter, basic or effect of this Agreement except as may be specifically contained herein. The parties further represent and warrant that they have not heretofore assigned or transferred or purported to assign or transfer to any person or entity any claim or any portion thereof of interest therein any claim related to the Action or this Agreement.

12. Headings
All captions, headings, sections and subsection numbers and similar reference items contained herein are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect, the text of this Agreement.

13. Governing Law
This Agreement is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed in accordance with the laws of the State of Georgia.

14. Notices
Any notices required or permitted to be given hereunder shall be sufficient if in writing and sent by personal delivery, overnight mail, such as Federal Express, or by First Class United States Mail, postage prepaid, to the party being given such notice, with copies where designated, at the following address:

To Plaintiffs:
Kathryn M. Zickert, Esq.
Dennis J. Webb, Jr., Esq.
SMITH GAMBRELL & RUSSELL, LLP
1105 West Peachtree Street, NE

To Defendants:
Rory K. Starkey, Esq.
HILLARD STARKEY LAW
581 Thornton Road
Suite G
Lithia Springs, GA, 30122

No. REVISION DESCRIPTIONS

PRELIMINARY PLAT RESUBMITTAL
06/29/2023
PRELIMINARY PLAT RESUBMITTAL
04/10/2023
SCHEMATIC DESIGN
03/17/2022
PRELIMINARY PLAT
10/02/2022

PROJECT
CURRY BEND
8650 BOHANNON RD., FAIRBURN, GA 30268
LAND LOT 163/160, 7TH DISTRICT

CLIENT
DRB GROUP
55 IVAN ALLEN BLVD NW, SUITE 400
FAYETTEVILLE, GA 30215
PHONE: 404.562.1085

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TEXT AMENDMENT – DISCUSSION

Text Amendment– Little Free Libraries

Little Free Library provides 24/7 access to books, fosters new Little Free Libraries, grants Free Little Libraries to high-need areas, champions diverse books, and works with key community partners.



Text Amendment 1 – Little Free Libraries

PROPOSED NEW REGULATIONS:

1. If they are not located within or overhanging the public right-of-way or any public easement;
2. If they do not obstruct vehicle, bicycle, or pedestrian traffic, either physically, or by a person utilizing the Little Free Library;
3. If they do not obstruct access aisles or paths utilized by persons in wheelchairs or for ADA accessibility;
4. If they are located in front of any street frontage;
5. If they are sized and arranged such that no person or child is able to enter;
6. If they are anchored to the ground or otherwise securely attached to something having a permanent location on the ground; and
7. If they have been identified on a site plan and inspected for compliance with the above requirements.

Text Amendment -Short- Term Rentals

A short-term rental is a furnished living space available for short periods of time, are also commonly known as vacation rentals and are considered an alternative to a hotel.



Text Amendment 2 - Short- Term Rentals

PROPOSED CHANGES :

Add the following text changes

Sec. 14-365. Business license and tax, permit and transferability.

(2) Short-term rentals shall be allowed only one single-family, residentially zoned properties. **Short-term rentals shall be used only for overnight lodging accommodation. At no time shall any portion of a short-term rentals property be used or advertised for weddings, receptions, parties, commercial functions, advertised conferences, rental of outdoor amenities, swimming-pool-only rentals, or other similar assemblies that are separate from the purpose of lodging. Only the habitable interior portions of a dwelling shall be utilized as a short-term rental. No garages, sheds, tents, camper trailers, recreational vehicles, accessory structures, or other exterior structures or spaces are permissible as short-term rentals.**

Sec. 14-366. Standard operational requirements and conditions.

(c) Other Notice:

(1) All advertising appearing in any written publication or on any website that promotes the availability or existence of a short-term rental shall include the City-issued permit number as part of the rental offering. No person shall advertise the use of a dwelling as a short-term rental unless the City has approved an occupation tax license for short-term rental pursuant to this chapter.

Text Amendment -Home-Occupation

A home occupation is permitted as an accessory use of a dwelling unit in residential zoning districts and its operation and employees are limited to members of the resident family only or one member of the resident family and one non-resident.



Text Amendment 3 - Short- Term Rentals (Sec. 80-138. Home occupations:

PROPOSED CHANGES:

Add the following list of prohibited home occupations.

The following uses are expressly prohibited as home occupations:

- A. Any type of painting, repair or assembly of vehicles or equipment with internal combustion engines (such as autos, motorcycles, marine engines, lawn mowers, chainsaws and other small engines) or large appliances (such as washing machines, dryers, and refrigerators) or any other work related to automobiles and their parts
- B. Dispatch centers or other businesses where employees come to the site and are dispatched to other locations.
- C. Equipment or supply rental businesses
- D. Restaurants
- E. Food preparation other than cottage food operations authorized under State law;
- F. Outdoor Amenities Rentals
- G. Swimming Pool Rentals
- H. Animal care, grooming or boarding businesses
- I. Any use involving the sale, use, or storage of vehicles