



**Planning and Zoning Commission
Agenda**

Tuesday, March 5, 2024 | 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 February - Regular Meeting Minutes
- F. Public Comments**
- G. Public Hearings**
- H. Old Business**
- I. New Business**
 - 1. RaceTrac – Use Permit Application - Request to review the allowance of a truck stop.**
Applicant - Justin Giambalvo
Location Fairburn Industrial Blvd [Parcel ID : 09F090100480751]
 - 2. New Living Word Church -Preliminary Plat**
Applicant: Emmaline Soliz, Southeast Civil Group, LLC; Pastor William O’Neal 0 Senoia Road
[Parcel ID: 09F100200471368]
- 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, February 6, 2024
7:00 p.m.

LaVone Deavers, Chair
Michelle James
Lina Parker
Tony Smith
Elizabeth Echols
Anthony Stewart

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

-
- A. Call to Order:** The meeting was called to order at 7:00 pm by Chairwoman Deavers.
 - B. Determination of a Quorum:** A quorum was determined, and the meeting proceeded.
 - C. Pledge of Allegiance**
 - D. Approval of the Meeting Agenda:**
 - 1. Commissioner James made a motion to approve the agenda. Commissioner Smith seconded.
THE MOTION CARRIED.
 - E. Approval of the Meeting Minutes:**
 - 1. Commissioner James made a motion to approve the December 5, 2023, minutes. Commissioner Echols seconded.
THE MOTION CARRIED.
 - F. Public Comments:**
 - 1. Chairwoman Deavers opened the floor to general, public comments.
 - 2. Chairwoman Deavers closed the floor to general, public comments.
 - G. Old Business:** None.
 - H. Public Hearing:**
 - 1. Commissioner Stewart made a motion to open the public hearing. Commissioner Smith seconded.
THE MOTION CARRIED.
 - 2. **@HOME Hotel Primary Variance**
Applicant: Darrell Baker
Address: 7995 Senoia Road, Parcel ID: 09F07000027097
Request to review the primary variance.
 - a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.

- b. Commissioner James asked if a hardship is not present, what is the reasoning for the variance request. Mr. Felton stated that the applicant could speak more about why the variance request was submitted.
- c. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- d. The applicant presented to the Commission.
- e. The applicant said that the hardship was economic due to the fact that the lot size is too small for a typical commercial development to be successful.
- f. Commissioner James asked what is in between the proposed development and the apartments. The applicant said that there is a 50-foot landscaped buffer.
- g. Commissioner James asked where the parking was. The applicant said that the parking was all around.
- h. Commissioner James asked if the additional foliage would be evergreen. The applicant answered yes.
- i. Commissioner Smith asked how they were going to separate the hotel patrons from the apartment residents. The applicant said through the conditions, they will be able to separate the two.

Commissioner James made a motion to **APPROVE**. Commissioner Stewart seconded.

THE MOTION CARRIED.

- 3. Commissioner James made a motion to close the public hearing. Commissioner Smith seconded.

THE MOTION CARRIED.

I. New Business:

- 1. **@HOME Hotel Subdivision Plat**

Applicant: Darrell Baker

Address: 7995 Senoia Road, Parcel ID: 09F07000027097

Request to review the subdivision plat.

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.

Commissioner James made a motion to **APPROVE**. Commissioner Stewart seconded.

THE MOTION CARRIED.

- 2. **@HOME Hotel Concept Plan**

Applicant: Darrell Baker

Address: 7995 Senoia Road, Parcel ID: 09F07000027097

Request to review the concept plan.

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- c. Commissioner Parker asked where the trash would be located. The applicant identified where the trash will be located.

- d. Commissioner Smith wanted to know how potential trash dumping would be addressed regarding the self-storage facility next door. The applicant said that the trash will be enclosed, and a barrier already exists between both sites.

Commissioner James made a motion to **APPROVE**. Commissioner Smith seconded.

THE MOTION CARRIED.

3. New Chick-fil-A Subdivision Plat

Applicant: Nate Fuss

Address: 0 (8032) Senoia Road, Parcel ID: 09F020100121238

Request to review the subdivision plat.

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Commissioner James asked where the new Chick-fil-A will be. Mr. Felton stated that the Chick-fil-A will be on the left-hand side going south on Highway 74 (Senoia Road) before you get to the Fairburn Park-and-Ride.
- c. Commissioner Stewart asked what would happen to the old Chick-fil-A. Mr. Felton stated that the applicant could answer that.
- d. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- e. The applicant answered that the old Chick-fil-A will close and move to the new Chick-fil-A.
- f. Commissioner James asked about the timeline of operations. The applicant answered that the old Chick-fil-A will remain open until the new Chick-fil-A is operational.
- g. Commissioner James inquired if the new Chick-fil-A would be bigger than the old Chick-fil-A. The applicant answered yes.
- h. Commissioner James asked if outdoor seating would be present. The applicant said yes.
- i. Commissioner Stewart asked if the new Chick-fil-A would be bigger than the location in Peachtree City. The applicant said maybe a little bit bigger. Commissioner Stewart asked if it was bigger than the location built in Newnan. The applicant stated that he was unsure.
- j. Commissioner Parker asked how patrons would enter the site. The applicant said off Renaissance Parkway. There is no direct connection to Highway 74 (Senoia Road).

Commissioner Smith made a motion to **APPROVE**. Commissioner Echols seconded.

THE MOTION CARRIED.

4. New Chick-fil-A Concept Plan

Applicant: Nate Fuss

Address: 0 (8032) Senoia Road, Parcel ID: 09F020100121238

Request to review the concept plan.

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- c. Commissioner Stewart asked if there would be a better veterans' discount. The applicant said that he would let the corporation know.

Commissioner James made a motion to **APPROVE**. Commissioner Stewart seconded.

THE MOTION CARRIED.

5. Data Center Text Amendment

Request to review the text amendment.

- a. Chairwoman Deavers introduced the case. Denise Brookins presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Commissioner Echols asked about the traffic generated by data centers. Ms. Brookins stated that not a lot of traffic will be generated from these facilities.
- c. Commissioner Echols asked if the data centers would be like the ones in Newnan. Ms. Brookins stated that the regulations she put forth are similar to Alpharetta.
- d. Commissioner James remarked that the regulations put forth were very detailed and thoughtful.
- e. Commissioner Parker asked how many jobs the data center will bring in. Ms. Brookins stated that it varies. Some data centers bring in a lot of jobs, while others bring in few.

Commissioner James made a motion to **APPROVE**. Commissioner Smith seconded.

THE MOTION CARRIED.

J. Staff Report:

1. Ms. Brookins discussed the new technology that will be utilized by the Commission and upcoming training sessions for the Commission.

K. Commissioner Comments:

1. Commissioner Smith wanted to thank Staff for their work and the Mayor for attending the meeting.
2. Chairwoman Deavers echoed what Commissioner Smith said.
3. Commissioner James echoed Commissioner Smith and Chairwoman Deavers. James also thanked Attorney Ross.
4. Commissioner Parker stated that she is excited about the new Chick-fil-A as it will mitigate the traffic congestion in the Highway 74 Overlay District.

L. Adjournment:

1. Commissioner Smith motioned to adjourn the public meeting at 7:56 pm. Commissioner Parker seconded.

THE MOTION CARRIED.

**CITY OF FAIRBURN
 PLANNING AND ZONING COMMISSION
 AGENDA ITEM**

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: March 5, 2024

Agenda Item: Justin Giambalvo – 0 Fairburn Industrial Boulevard [Parcel ID: 09F090100480751] – Request to review the allowance of a truck stop.

Agent/Applicant/Petitioner Information

- Applicant: Justin Giambalvo, RaceTrac, Inc.
- Property Owner: Suresh Jatia, Greenland Georgia, Inc.

Background

The site is located at 0 Fairburn Industrial Boulevard on the southeast corner of the intersection of Fairburn Industrial Boulevard and Howell Avenue. The site is currently zoned M-2 (Heavy Industrial) and is in the Highway 74 Overlay District. The site is approximately 16.97 acres.

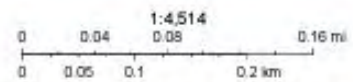
	Zoning	Use
North	Heavy Industrial	Industrial
East	Heavy Industrial	Industrial
South	Heavy Industrial / Agricultural	Industrial / Agricultural
West	Heavy Industrial	Industrial





3/1/2024, 7:41:57 AM

Current Zoning	DTMU	P&O	R-4
AG	M-1	R-1	RM-12
C-1	M-2	R-2	
C-2	O&I	R-3	



Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METV, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Discussion

The applicant is requesting approval to develop a truck stop. The proposed single-tenant commercial development will include a 6,008 square-foot building, a front and a rear fuel canopy with associated driveways, parking, utilities, and landscaping. The site has two points of ingress/egress, on Fairburn Industrial Blvd. and Howell Ave. The building will have an all-brick front façade and majority brick or stone on the side and rear elevations. The dumpster will have screening brick walls on three sides with a lockable solid gate in the front. The hours of operation will be 24 hours, 7 days a week.

The applicant formed a public participation plan. The applicant notified the property owners who were located within 1,000 feet of the site with a letter via the United States Postal Service of their intention to request the allowance of a truck stop on their site and to invite the property owners to their public participation meeting. The applicant produced a public participation report. The applicant held a virtual public participation meeting on January 3, 2024, at 5:30 PM on Zoom. A total of 7 people were in attendance.

Use Permit Considerations

1. **Whether the proposal use is consistent with the comprehensive land use plan adopted by the city council.**

Staff finds that the proposed use is consistent with the 2040 Comprehensive Plan. The site is in the Office/Industrial Area and the appropriate use is Industrial. The appropriate zoning district in the Office/Industrial Area includes M-1.

2. **Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed.**

Staff finds that the proposed use is compatible with the surrounding land uses and zoning. The surrounding land uses are Office/Industrial and Town Center Mixed Use. Truck Stops/Terminals are an appropriate land use in Office/Industrial. The surrounding zoning districts are M-2. Truck Stops/Terminals are a permitted use listed in M-2.

3. **Whether the proposed use may violate local, state, and/or federal statutes, ordinances, or regulations governing land development.**

The proposed use does not violate any local, state, and/or federal statutes, ordinances, or regulations governing land development. The applicant will be required to comply with all City of Fairburn regulations.

4. **The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets.**

Vehicular and pedestrian traffic flow should not be affected along Fairburn Industrial Boulevard or Howell Avenue. Traffic improvements are proposed for both Fairburn Industrial Boulevard and Howell Avenue. A Traffic Impact Study was not required as the use did not pass the threshold (of 175,000 square feet of development of Commercial Use or 500,000 square feet of development of Industrial Use).

5. **The location and number of off-street parking spaces.**

Off-street parking is located on the site and there are a total of 30 parking spaces. There are two (2) accessible parking spaces.

6. The amount and location of open space.

There are open spaces on the south and west sides of the site. The site has a total of 33% of open space. 30 percent is required.

7. Protective screening.

Screening will be installed around any equipment and the dumpsters.

8. Hours and manner of operation.

The truck stop will operate 24 hours a day, Sunday through Saturday.

9. Outdoor lighting.

Outdoor lighting (building/wall-mounted and freestanding) will be directed downward and shielded from adjacent properties and Fairburn Industrial Boulevard and Howell Avenue.

10. Ingress and egress to the property.

Two, two-lane access points will provide ingress and egress to the site from Fairburn Industrial Boulevard and Howell Avenue.

Staff Recommendations

Staff recommends **APPROVAL** of the use permit with the following condition:

- No overnight parking of trucks, tractor-trailers, or vehicles shall be permitted, except for employees actively working at the truck stop.
- Applicant must adhere to the supplemental regulations on truck terminals / truck stops per the Zoning Ordinance (Chapter 80 Zoning, Article IV Administrative Permits and Use Permits, Section 80-239 Truck Terminals/Truck Stops).

Attachments:

- Site Pictures
- Application
- Survey
- Plans
- Public Participation Report
- Supplemental Regulations

SITE PICTURES



The south corner of Fairburn
Industrial Boulevard and Howell
Avenue



Southwest viewpoint

SITE PICTURES



Southeast viewpoint



APPLICATION FOR USE PERMIT

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

USE PERMIT #: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: <u>Justen Giambalvo - RaceTrac Inc.</u>		
Address: <u>200 Galleria Parkway SE, Suite 900, Atlanta GA 30339</u>		
Phone: <u>(770) 431-7600 x 4526</u>	Cell: _____	Fax: _____
Email Address: <u>rcraven@racetrac.com</u>		

OWNER INFORMATION (If different from Applicant)

Owner Name: <u>Suresh Jatia, Greenland Georgia, Inc.</u>		
Address: <u>4020 Charrwood Trce Marietta GA 30062</u>		
Phone: <u>(770) 435-1100</u>	Cell: _____	Fax: _____
Email Address: <u>suresh@greenlandamerica.com</u>		

PROPERTY INFORMATION

Address: <u>Intersection of Howell Ave and Fairburn Industrial Blvd Fairburn GA</u>		
Parcel ID#: <u>09F090100480751</u>	Land Lot: _____	District: <u>25</u>

SECTION I

USE PERMIT REQUEST

Office use only: USE PERMIT CASE # _____ ROAD FRONTAGE: _____
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Under the provisions of Chapter 80, Article IV of the Zoning Ordinance, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: Heavy Industrial M-2

USE PERMIT REQUEST: Gas Station with Extended Diesel Option

SECTION II

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Suresh Jatia, Greenland Georgia, Inc.

TYPE OR PRINT OWNER'S NAME

4020 Charnwood Trce

ADDRESS

Marietta GA 30062

CITY & STATE ZIP CODE

OWNER'S SIGNATURE

suresh@greenlandamerica.com, rcraven@racetrac.com

EMAIL ADDRESS

Sworn to and subscribed before me this the

_____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Harold Buckley Jr for Racetrac

TYPE OR PRINT PETITIONER'S NAME

2849 PACES FERRY RD, STE 700

ADDRESS

ATLANTA GA 30339

CITY & STATE ZIP CODE

Harold Buckley Jr

PETITIONER'S SIGNATURE

hbuckley@wbilegal.com

EMAIL ADDRESS

Sworn to and subscribed before me this the

4th Day of December 20 2020

NOTARY PUBLIC

PHONE NUMBER



SECTION V

ATTORNEY / AGENT

Check One: Attorney Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

Harold Buckley Jr

SIGNATURE OF ATTORNEY / AGENT

Harold Buckley Jr

ADDRESS

2849 PACES FERRY ROAD, STE 700

CITY & STATE ZIP CODE

ATLANTA, GA 30339

hbuckley@wbilegal.com

EMAIL ADDRESS

770-803-3707

PHONE NUMBER

Susan Giambalvo

PETITIONER'S SIGNATURE

BY EXPRESS PERMISSION
HAROLD BUCKLEY, JR, ESQ

SECTION II

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Suresh Jatia, Greenland Georgia, Inc.
TYPE OR PRINT OWNER'S NAME

4020 Charrwood Trce
ADDRESS

Marietta GA 30062
CITY & STATE ZIP CODE

OWNER'S SIGNATURE
suresh@greenlandamerica.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
_____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

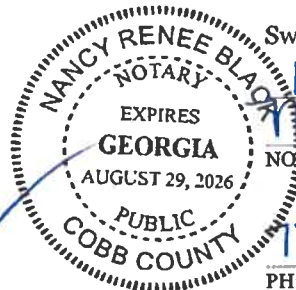
PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Max McBrayer
TYPE OR PRINT PETITIONER'S NAME

200 Galleria Parkway SE, Suite 900
ADDRESS

Atlanta GA 30339
CITY & STATE ZIP CODE

[Signature]
PETITIONER'S SIGNATURE
rcraven@racetrac.com
EMAIL ADDRESS



Sworn to and subscribed before me this the
15th Day of November 2023

Nancy Renee Black
NOTARY PUBLIC

170-431-7600 ext. 4101
PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: Attorney Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

[Signature]
SIGNATURE OF ATTORNEY / AGENT

ADDRESS

2849 Paces Ferry Rd, Ste 700
CITY & STATE ZIP CODE

Atlanta GA 30339

hbuckley@whitegal.com
EMAIL ADDRESS

770-803-3707
PHONE NUMBER

[Signature]
PETITIONER'S SIGNATURE

Justen Giambalvo BY EXPRESS PERMISSION
Harold Buckley, Jr.



USE PERMIT CONSIDERATIONS

Applicant: Justen Giambalvo - RaceTrac Inc.

Analyze the impact of the proposed use permit with the following questions:

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council? The proposed use of a gas station with extended diesel offering does not deviate from current zoning of Heavy Industrial M-2 and the 2035 comprehensive land use plan.
2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed? The proposed use is in conformity with adjacent and nearby properties all zoned Heavy Industrial M-2. The subject property is surrounded by a mixture of commercial and industrial uses such as warehouses and storage buildings.
3. Whether the proposed use may violate local, state, and/or federal statutes, ordinances or regulations governing land development? The proposed development is subject to review for applicable regulations and guidelines and approval by local, state and federal agencies .
4. The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets? The proposed development is not expected to generate additional hourly trips as it is not considered a destination and merely re-routing existing traffic and is proposing improvements along the city and state right of ways on Howell Ave and Fairburn Industrial blvd. As such it would improve vehicular and pedestrian flow along adjoining properties.
5. The location and number of off-street parking spaces? Parking is provided in front and right side of the building and by the front canopy. No parking is provided at the rear diesel canopy.
6. The amount and location of open spaces? The site plan indicates approximately 33% of the site area will be dedicated to open space.
7. Protective screening? Equipment stored outside would be screened from public view and streets. Dumpsters will be located away from public view with screening walls.
8. Hours and manner of operation? The convenience store is operational 24 hours a day, 7 days a week.

9. Outdoor lightning? _____
Building-mounted and freestanding exterior lighting in parking lots will be directed downward and lit from the outside perimeter inward with the light source screened and shielded from adjacent properties and from public rights-of-way.
10. Ingress and egress to the property? _____
The gas station will have two ingress/egress points, one on Howell Ave and one on Fairburn Industrial blvd.
- _____
- _____

Attach additional sheets as needed.

Supporting documents are attached at the end of this application.

PUBLIC PARTICIPATION PLAN

Applicant: RACE TRAC, INC.

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

N/A

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

N/A

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

N/A

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT

Applicant: RACE TRAC, Inc. Petition No. _____

Date: _____

1. The following parties were notified of the requested rezoning/use permit:

N/A

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

N/A

3. The following issues and concerns were expressed:

N/A

4. The applicant's response to issues and concerns was as follows:

N/A

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.



DISCLOSURE REPORT

Office use only:
 USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE: YES NO

If the answer is **YES**, proceed to sections 1 through 4.
 If the answer is **NO**, complete only section 4.

1. **CIRCLE ONE:** Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.
 If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this use permit petition: _____

3. **CAMPAIGN CONTRIBUTIONS:**

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Suresh Jatia, Greenland Georgia, Inc.

Signature: Date: NOV 15 2023

FEE SCHEDULE	
USE PERMIT	\$500 each
PUBLIC HEARING SIGN	\$31 each

Methods of payment: Cash, Money Order and Credit Cards (except American Express)

(MAKE CHECKS PAYABLE TO THE CITY OF FAIRBURN)

City to confirm total fee amount and Bohler will submit check

SITE PLAN CHECKLIST

Site plans for use permit petitions must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

ITEM #	DESCRIPTION	CHECK √
1	An accurate, up-to-date and certified survey of the property	X
2	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.	X
3	Vicinity map with North arrow showing the property in relation to the general area	X
4	Acreage of subject property	X
5	Location of land lot lines and identification of land lots	X
6	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; Proposed streets on the subject site	X
7	Current zoning of the subject site with required and/or proposed setbacks and adjoining properties	X
8	Total are of the site, and the areas of the proposed to be devoted to impervious surfaces	X
9	Proposed off-site layout including buildings, drives, parking, walkways, landscaped-areas, tree save area, buffers, easements, utilities and any other features necessary to properly present the development	X
10	Layout and minimum lot size of proposed single-family residential lots	N/A
11	Topography on subject site	X
12	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	X
13	Required and proposed parking spaces; Loading and unloading facilities	X
14	Wetlands, lakes, streams and other waters on the site and associated buffers including the 100 year flood-plain, if appropriate.	X
15	Proposed stormwater management facilities	X
16	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.	X

Office use only:

Application reviewed by: _____

Staff signature: _____ Date: _____

Community Development/
Planning and Zoning

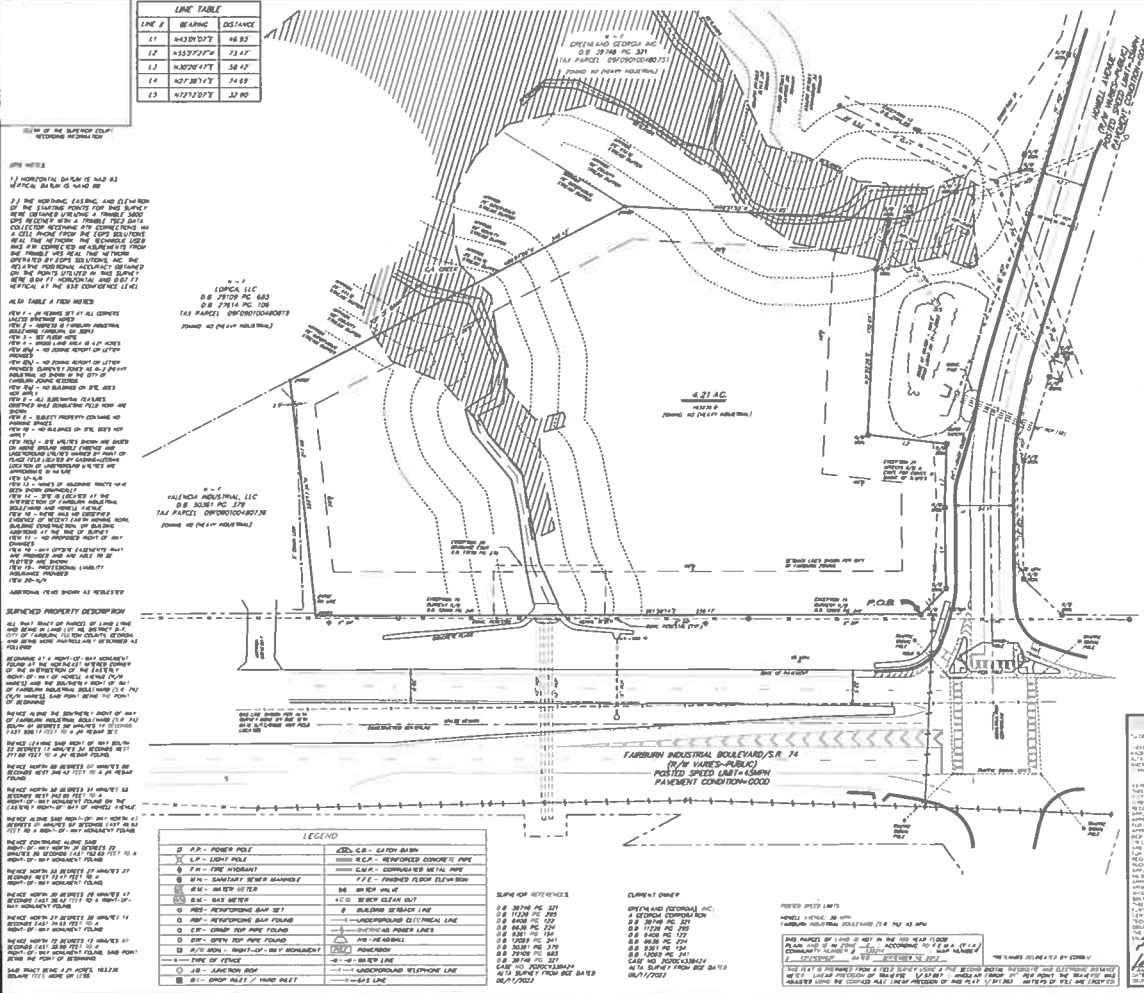
Staff printed name: _____

ALTA Survey

LINE #	BEARING	DISTANCE
11	N43°20'27" E	14.93
12	N33°22'27" W	21.47
13	N20°20'17" E	28.47
14	N27°20'17" E	21.49
15	N27°15'27" E	22.40



GASKINS LECRAW
 3021 N. ...
 FAIRBURN, GA 30204



NOTES

- 1) HORIZONTAL DISTANCE IS 14.93 METERS (49 FT 0 IN) AS SHOWN ON THIS PLAN.
- 2) THE HORIZONTAL DISTANCE AND ELEVATION OF THE STATION POINTS FOR THIS PLAN WERE OBTAINED BY THE SURVEYOR USING A TOTAL STATION INSTRUMENT WITH AN ELECTRONIC DISTANCE MEASUREMENT SYSTEM (EDM) AND A REFLECTOR. THE SURVEYOR HAS CONDUCTED RECONSTRUCTION SURVEYS OF THIS PROPERTY AND HAS FOUND THAT THE CORNER MARKERS ARE IN GOOD CONDITION AND THE ELEVATIONS ARE CORRECT. THE SURVEYOR HAS ALSO CONDUCTED A GRADE SURVEY OF THIS PROPERTY AND HAS FOUND THAT THE GRADE IS AS SHOWN ON THIS PLAN.
- 3) THE SURVEYOR HAS CONDUCTED A GRADE SURVEY OF THIS PROPERTY AND HAS FOUND THAT THE GRADE IS AS SHOWN ON THIS PLAN.
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- 9) THE SURVEYOR HAS CONDUCTED A GRADE SURVEY OF THIS PROPERTY AND HAS FOUND THAT THE GRADE IS AS SHOWN ON THIS PLAN.
- 10) THE SURVEYOR HAS CONDUCTED A GRADE SURVEY OF THIS PROPERTY AND HAS FOUND THAT THE GRADE IS AS SHOWN ON THIS PLAN.

SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly licensed and qualified Surveyor in the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same is a true and correct copy of the original survey as shown to me by the client, and that the same is a true and correct copy of the original survey as shown to me by the client.

John Bonnett Smith
 SURVEYOR

LEGEND

1. P.P. - POWER POLE	2. C.C. - CATION BARREN
2. L.P. - LIGHT POLE	3. R.C.P. - REINFORCED CONCRETE PIPE
3. F.M. - FIRE HYDRANT	4. C.M.P. - CORRUGATED METAL PIPE
4. S.W. - SANITARY SEWER MANHOLE	5. F.F.C. - FINISHED FLOOR ELEVATION
5. M. - WATER METER	6. S.W. - SEWER VALVE
6. S.W. - SAND PIT	7. S.C. - SEWER CLEAN OUT
7. S.W. - SEWERING SUMP PIT	8. S.W. - SEWERING SUMP PIT
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REVISIONS

NO.	DATE	DESCRIPTION
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DEL LAGO VENTURES, INC. & FIDELITY NATIONAL TITLE INSURANCE COMPANY
 FAIRBURN INDUSTRIAL BOULEVARD
 LAKEVIEW, GA 30246 DISTRICT 14
 CITY OF FAIRBURN, FULTON COUNTY, GEORGIA

CALL BEFORE YOU DIG
 811
 Know where you dig
 Call before you dig

SCALE & NORTH ARROW

SURVEY INFO

1 OF 1

Legal Description

SURVEYED PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 48, DISTRICT 9-F, CITY OF FAIRBURN, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT-OF-WAY MONUMENT FOUND AT THE NORTHEAST MITERED CORNER OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF HOWELL AVENUE (R/W VARIES) AND THE SOUTHERLY RIGHT OF WAY OF FAIRBURN INDUSTRIAL BOULEVARD (S.R. 74) (R/W VARIES), SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF FAIRBURN INDUSTRIAL BOULEVARD (S.R. 74) SOUTH 61 DEGREES 50 MINUTES 14 SECONDS EAST 556.17 FEET TO A #4 REBAR SET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 22 DEGREES 17 MINUTES 34 SECONDS WEST 217.60 FEET TO A #4 REBAR FOUND;

THENCE NORTH 89 DEGREES 07 MINUTES 09 SECONDS WEST 346.42 FEET TO A #4 REBAR FOUND;

THENCE NORTH 58 DEGREES 51 MINUTES 55 SECONDS WEST 242.85 FEET TO A RIGHT-OF-WAY MONUMENT FOUND ON THE EASTERLY RIGHT-OF-WAY OF HOWELL AVENUE;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 43 DEGREES 01 MINUTES 07 SECONDS EAST 46.93 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 31 DEGREES 22 MINUTES 26 SECONDS EAST 152.65 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 55 DEGREES 27 MINUTES 27 SECONDS WEST 73.47 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 30 DEGREES 20 MINUTES 47 SECONDS EAST 58.42 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 27 DEGREES 38 MINUTES 14 SECONDS EAST 74.69 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 72 DEGREES 12 MINUTES 07 SECONDS EAST 32.90 FEET TO A RIGHT-OF-WAY MONUMENT FOUND, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT BEING 4.21 ACRES, 183,236 SQUARE FEET, MORE OR LESS.

Warranty Deed

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded, DEC 11 1987 at 4:10

Wendy J. Luce CLERK

GENERAL WARRANTY DEED

Fulton County, Georgia
Date: DEC 11 1987
Paid to: 300
S.P. 53A
Clerk's Office
Clerk's Office

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENDURE, made as of this 10th day of December, 1987, between NORTHBROOK CORPORATION, a Georgia corporation, as party of the first part (hereinafter referred to as "Grantor"), and GREENLAND (GEORGIA), INC.; a Georgia corporation, as party of the second part (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, its successors, and assigns all that tract or parcel of land described in Exhibit "A" attached hereto and subject to those items described in Exhibit "B" attached hereto (the "Permitted Exceptions").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular rights, members and appurtenances thereof, to the only proper use, benefit and behoof of Grantee forever IN FEE SIMPLE.

And Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons whomsoever, except for claims arising under the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered in the presence of:

NORTHBROOK CORPORATION, a Georgia corporation

Charles Benedict
Unofficial Witness

BY: *Ralph L. Eskew*
RALPH L. ESKEW, President

Colleen S. Vonbrock
Notary Public

[AFFIX CORPORATE SEAL]

My commission expires:

[NOTARIAL SEAL]
Notary Public, Georgia, State at Large
My Commission Expires Feb. 20, 1989



10-T-164(A)

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 48 of the 9-F District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point on the southwesterly right-of-way of Georgia State Highway No. 74 (a 100-ft. right-of-way), which point is located 582.9 feet northwesterly from the intersection of the southwesterly side of Georgia State Highway No. 74 and the line dividing Land Lots 47 and 48; running thence south 24 degrees 11 minutes 13 seconds west 293.48 feet to a point; running thence north 87 degrees 32 minutes 52 seconds west 351.9 feet to a point; running thence south 28 degrees 57 minutes 58 seconds east 623.1 feet to a point located on the line dividing Land Lots 31 and 48; running thence north 88 degrees 27 minutes 13 seconds west along said land lot line 669.2 feet to an iron pin found; running thence north 50 degrees 28 minutes west 536.2 feet to a point; running thence north 46 degrees 15 minutes 10 seconds east 1038.52 feet to a point located on the southwesterly right-of-way of said Georgia State Highway No. 74; running thence south 60 degrees 54 minutes 48 seconds east along said right-of-way 575.28 feet to a point and the POINT OF BEGINNING, said property consisting of 16.97 acres as depicted on Plat for Greenland (Georgia), Inc., dated October 22, 1987 by Steed & Boyd Land Surveyors.

R/E

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Express Easement dated December 23, 1986, by Northbrook Corporation, to William D. Reeves and David W. Porter filed and recorded January 16, 1987, in Deed Book 10576, Page 090, aforesaid Records, for purposes of constructing a sewer line to connect onto County sanitary sewer system, said easement to be 30-feet in width through the period of construction, and upon completion, said easement will be 10-feet width.
2. Right-of-way dated December 30, 1975, from Verdun Land Company, Nominee to Fulton County, recorded on January 8, 1976, in Deed Book 6408, Pages 122 through 127, inclusive, aforesaid Records.
3. Matters disclosed on Plat of Survey for Greenland (Georgia), Inc., delineated by Steed & Boyd Land Surveyors, dated October 22, 1987, discloses the following:
 - (a) a sewer line with manholes crossing the caption property;
 - (b) a 20-foot sanitary sewer easement entering caption from the northwesterly boundary thereof connecting to aforesaid sewer line in (a) hereof;
 - (c) Informational Note on said plat reveals that this plat was taken from a survey of December 6, 1985, revised December 5, 1986. According to Surveyor's Report, Joseph W. Steed, Jr., certifies that a careful inspection was again performed on December 5, 1986, and said Surveyor states that no encroachments are evident; and that a "Lake was on the site at one time, but has been drained"; and a sanitary sewer as shown on plat. Exception is taken to any other facts which should be certified by an up-to-date Surveyor's Report subsequent to December 5, 1986.

Rice

Letter of Intent

11/13/23

Parcel ID# 09F090100480751
Intersection of Fairburn Industrial Blvd and Howell Ave.
Fairburn, GA 30213

City of Fairburn
Community Development Department / Planning and Zoning
Fairburn City Hall, 56 Malone Street, Fairburn, GA 30291

RE: Letter of Intent - Use Permit Application

The project site is located at the southwest quadrant of the intersection at Fairburn Industrial blvd and Howell Ave which is zoned heavy industrial M-2. The proposed single-tenant commercial development will include a 6,008 square-foot building, a front and a rear gas canopy with associated driveways, parking, utilities, and landscaping. The site has two points of ingress/egress, one on Fairburn Industrial blvd and one on Howell Ave. Stormwater detention is proposed on site via an underground system. The building will have an all brick front façade and majority brick or stone on the side and rear elevations. The dumpster will have screening brick walls on three sides with a lockable solid gate in the front. The hours of operation will be 24 hours, 7 days a week. There will be exterior patio tables and seating provided on one side of the building.

Architectural Elevations & Renderings



Race Trac

THIS PLAN AND SPECIFICATIONS CONTAIN INFORMATION OF A CONFIDENTIAL NATURE. IT IS THE PROPERTY OF HARRIS, INC. AND SHALL REMAIN THE PROPERTY OF HARRIS, INC.

HARRIS PROFESSIONAL ARCHITECTS

HARRIS PROFESSIONAL ARCHITECTS
 5800 Peachtree Pike
 Suite 200
 Atlanta, GA 30306
 770.462.3878

ETP CONSULTING ENGINEERS

1137 Peachtree Pike
 Suite 200
 Atlanta, GA 30306
 770.422.3370

EXTERIOR MATERIAL SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	BRICK	1500	SQ. FT.	EXTERIOR WALLS
2	CONCRETE	100	CY	FOUNDATION
3	GLASS	100	SQ. FT.	WINDOWS
4	WOOD	50	SQ. FT.	DOORS
5	ROOFING	100	SQ. FT.	ROOF

PROFESSIONAL SEAL

PROJECT NUMBER
#1656

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A300









Redacted Contract

Continuation Earnest Money would be treated pursuant to Paragraph 5(a) above, and (ii) [REDACTED] shall be applicable to the Purchase Price and treated in the same manner as the Extension Earnest Money would be treated pursuant to Paragraph 5(a) above. Purchaser shall have the absolute right to terminate this Contract if Purchaser is unable to obtain the Permits, on terms and conditions acceptable to Purchaser in its sole discretion, at any time prior to the end of the Permit Period by delivering written notice to Seller, in which event the Title Company shall immediately, and without further direction or confirmation from Seller, return all Earnest Money (except for the Extension Earnest Money, if applicable, which shall be paid to Seller) to Purchaser (subject to the immediately preceding sentence and the last sentence of Paragraph 5(a) above).

6. TITLE AND SURVEY.

A. Purchaser shall obtain, at Purchaser's expense, a complete current certified survey of the Contract Property and Seller's adjacent property and any related easements, in a form acceptable to Purchaser, which shall contain a legal description of the Contract Property, which description shall be used in the conveyance document(s). Purchaser shall provide a draft of such survey for Seller's reasonable approval within the first ninety (90) days of the Feasibility Period, which survey boundaries shall be used in connection with the plat referenced in Section 8(c) hereof. In the event the legal description set forth on the survey differs from the legal description contained in Seller's vesting deed, Seller may use its vesting deed legal description in the Deed provided that Seller additionally delivers a quitclaim deed (or deed without warranty of title) to Purchaser at Closing containing a legal description based on Purchaser's survey.

B. Purchaser may obtain a title insurance commitment, in a form acceptable to Purchaser, issued by a title insurance company acceptable to Purchaser (the "Title Company"). Purchaser shall pay all costs of title insurance (including, without limitation, the costs of any municipal lien searches).

C. Purchaser may examine the title to and survey of the Contract Property and any related easements and may notify Seller on or before the earlier of (i) the date that is ninety (90) days after the Contract Date or (ii) the expiration of the Feasibility Period, of any title or survey matter which, in Purchaser's sole opinion, is objectionable or has an adverse effect on the Contract Property or Purchaser's proposed use or development thereof (hereinafter referred to as an "Objection"). Additionally, at any time prior to Closing, Purchaser shall have the right to notify Seller of any Objection which first arises, first appears of record, or first becomes known to Purchaser after the effective date of the initial survey or title commitment, in which event any such Objections will be handled in the same manner as an Objection set forth in this Paragraph 6.

D. In the event Seller is notified of an Objection, Seller shall have the option, in its sole discretion to either (i) agree to cure any such Objection prior to Closing or (ii) refuse to cure such Objection. Failure by Seller to respond to Purchaser's Objection(s) within five (5) business days of delivery shall be deemed to be Seller's refusal to cure such objection(s). In the event Seller refuses (or is deemed to refuse) to cure any Objection, Purchaser may, at Purchaser's option: (i) terminate this Contract by providing written notice of same prior to the later of (A) Seller's election (or deemed election) not to cure, or (B) the expiration of the Feasibility Period, in which event the Earnest Money shall be immediately refunded to Purchaser, or (ii) accept title or survey to the Contract Property and any related easements subject to such Objection (which shall be deemed a Permitted Exception). In the event Seller elects to cure but thereafter fails to cure as of Closing, then Purchaser may elect any of the following (i) terminate this Contract, in which event the Earnest Money shall be immediately refunded to Purchaser, (ii) accept title or survey to the Contract Property and any related easements subject to such Objection (which shall be deemed a Permitted Exception), (iii) take such steps as Purchaser shall deem proper to remove such Objections, deducting the cost thereof [REDACTED] from the Purchase Price, (iv) extend the time for Closing to allow Seller or Purchaser additional time to remove such Objections, or (v) elect any combination of (i)-(iv). In addition, Purchaser may and is hereby authorized by Seller to pay and discharge from the proceeds due to Seller at Closing any lien or any security deed, deed of trust or mortgage affecting the Contract Property and made by or through Seller which may be discharged by the payment of money; provided, however, that (a) the foregoing shall not limit Seller's right to cause any such liens to be released, discharged or bonded-off prior to Closing, and (b) the total amount authorized by Seller pursuant hereto shall in no event exceed the Purchase Price.

E. As used herein, "Permitted Exceptions" shall mean those title or survey matters to which Purchaser does not timely object or which Purchaser is deemed to waive pursuant to clause (ii) in Paragraph D above.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser that:

A. Seller has good and marketable title to the Contract Property in fee simple, free and clear of all liens, encumbrances and other exceptions to title (other than the Permitted Exceptions).

B. To Seller's actual knowledge, the Contract Property contains no construction debris, hazardous substances, pollutants, petroleum products, motor fuels, gasoline, alcohol, tires, diesel fuels, motor oils, lubricants or other contaminants.

C. Other than the current condemnation proceedings for the 2.257 acre taking along the western boundary of the Property and Seller's adjacent property (the "Condemnation Settlement"), the condemnation proceeds for which shall remain the property of the Seller and shall not pass to the Purchaser at Closing, even if the same are paid after Closing, there are no other condemnation or eminent domain proceedings pending or, to Seller's actual knowledge, threatened or contemplated against the Contract Property or any part thereof, and Seller has received no notice, oral or written, of the further desire of any public authority or other entity to take or use the Contract Property or any part of the Contract Property.

D. All assessments that are liens against the Contract Property are shown in the official records of the taxing authorities in whose jurisdiction the Contract Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Contract Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Contract Property.

E. Other than the Condemnation Settlement, Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding against the Contract Property or Seller. Seller has received no notice of and has no knowledge of any violations of law (including, without limitation, laws governing hazardous materials), municipal or county ordinances, or other legal requirements with respect to the Contract Property or with respect to the use, occupancy or construction thereon.

F. Seller has the full and lawful right, power and authority to execute, deliver and perform this Contract without obtaining any consents or approvals from, or taking any other actions with respect to, any third parties. This Contract, when executed and delivered by Seller and Purchaser, shall become a binding agreement of Seller, in accordance with its terms.

Seller:  Initials: _____
Purchaser:  Initials: TS

Purchaser's obligation to proceed to Closing and purchase the Contract Property is expressly conditioned upon all of the representations and warranties of Seller in this Paragraph 7 being true and correct, both as of the Contract Date and as of Closing (and, in the event of any breach of any representation or warranty, Purchaser may extend the Closing until such breach is remedied). In addition to all other rights and remedies of Purchaser set forth herein, Seller shall indemnify, defend, and hold harmless Purchaser, its employees, officers, shareholders, attorneys, directors, agents, contractors, assigns and successors-in-interest, from and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorneys' fees, including fees on appeal) resulting from a willful breach by Seller of any of the representations, warranties and covenants contained in this Contract. At Closing, Seller's execution and delivery of the Deed shall constitute the reaffirmation to Purchaser of the truth and correctness, as of Closing, of each of the representations and warranties contained herein. The foregoing representations and warranties shall survive Closing for a period of twelve (12) months.

8. **COVENANTS OF SELLER.** Seller covenants and agrees as follows:

A. Seller shall execute and deliver with the Deed such other instruments as may be reasonably required by the Title Company to issue the Title Company's policy of title insurance (including, without limitation, a standard form owner's affidavit and proof of authority if Seller is an entity) or to fulfill Seller's covenants set forth herein.

B. Seller will execute (or will cause Seller's affiliates to execute), at or prior to Closing, any utility easements over Seller's remaining property which, in the reasonable judgment of Purchaser, are necessary to enable Purchaser to develop the Contract Property, provided that such easements do not materially interfere with the development of Seller's remaining property. Purchaser will likewise allow Seller to grant utility easements over the Contract Property which are necessary for the development of Seller's remaining property, provided that, such easements do not materially interfere with the development of the Contract Property. The foregoing covenants shall not require a party to obtain any easements from adjacent owners.

C. Purchaser, as Seller's agent but at Purchaser's cost, shall have the Contract Property and Seller's remaining property platted to separate the Contract Property from Seller's remaining property using the survey described in Section 6(A) herein, and Seller agrees to cooperate in the platting process. Purchaser shall submit preliminary subdivision plat within seven (7) business days following conditional use permit and zoning approval, provided that, in no event may Purchaser alter the zoning of Seller's remaining property from its current M7 (heavy industrial) designation.

D. From and after the Contract Date Seller shall not place, cause or allow any lien or encumbrance against the Contract Property.

E. Intentionally Deleted.

F. Seller will execute (or will cause Seller's affiliates to execute), at or prior to Closing, a restriction in recordable form which will run with the land prohibiting, for the longest period allowed by law prohibiting a retail outlet for motor fuels or a convenience store or the advertising thereof on Parcel No. 09F-0901-0048-075-1 (excluding therefrom the Contract Property), as well as the use of any such restricted property in support (e.g. for access, parking or utilities) for a retail outlet for motor fuels or a convenience store unless located on the Contract Property. Should Seller or any of Seller's affiliates sell or lease, prior to Closing, all or any part of such restricted property, such sale or lease shall be subject to Purchaser's rights under this Contract and Seller shall ensure that any lease or instrument of conveyance of such property shall specifically so state. Seller represents that other than its adjacent property, Seller or Seller's affiliates do not own any property within one (1) mile of the Contract Property. The term "retail outlet for motor fuels" shall include by way of illustration, but not by way of limitation, (i) a mobile dispensary or delivery service and (ii) the provision of charging services or stations for electric vehicles, even if the foregoing are only temporarily located at the property restricted thereby.

G. Seller shall deliver to Purchaser, within ten (10) business days of the Contract Date, copies of all due diligence materials in Seller's possession concerning the Contract Property, including, without limitation, surveys, title reports, title policies, and environmental reports.

9. **TAXES.** All ad valorem taxes on the Contract Property for the calendar year in which the Closing occurs shall be prorated between Seller and Purchaser as of the Closing date. Seller shall also pay all delinquent taxes, including penalties and interest, assessed against or with respect to the Contract Property to the date of Closing. Purchaser shall pay all transfer and conveyance taxes, documentary stamp taxes and other taxes and charges for recording the Deed. Seller shall be responsible for any "rollback" or other taxes assessed against the Contract Property related to any period prior to Closing and arising out of any change in the use of the Contract Property by Purchaser, regardless of when such assessment is made or whether such taxes become due prior to or after Closing. An estimated amount of such taxes shall be deducted from the amount due Seller at Closing and placed in escrow to be disbursed by Purchaser when the amount of such taxes becomes known. At such time, any excess funds held in escrow shall be returned to Seller and any shortage of funds shall be paid by Seller to Purchaser.

10. **NOTICES.** All notices or requests required or authorized hereunder shall be in writing and shall be deemed delivered (i) when deposited with a national overnight delivery service (e.g. UPS or FedEx) for next business-day delivery, or (ii) three (3) business days after being deposited with U. S. certified mail, return receipt requested, or (iii) when sent via electronic mail or fax (upon either (x) acknowledgment of receipt by the recipient or (y) such notice is also deposited on such date for delivery using method (i) or (ii) above). Notices shall be sent to the respective parties hereto as follows:

To Purchaser: Del Lago Ventures, Inc.
200 Galleria Parkway S.E., Suite 900
Atlanta, Georgia 30339
Attention: Corporate Counsel, Real Estate (PW)
Fax:

With a copy to: Del Lago Ventures, Inc.
200 Galleria Parkway S.E., Suite 900
Atlanta, Georgia 30339
Attention: Vice President of Real Estate & Engineering
Fax:

To Seller: Greenland Georgia, Inc.
1905 Woodstock Road, Suite 2200
Roswell, Georgia 30075

Seller: 
Initials: Purchaser: TS

Attn: Suresh Jatia
E-mail: suresh@greenlandamerica.com

With a copy to: Stutzky, Wolfe & Bailey, LLP
2255 Cumberland Parkway, Bldg. 1300
Atlanta, GA 30338
Attn: Eric Friedman
E-mail: esf@swball.com

or to such other address as either party shall from time to time designate to the other party by written notice.

11. **MISCELLANEOUS.**

A. The provisions of this Contract shall survive the Closing and delivery of the Deed only as specifically set forth herein.

B. This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

C. This Contract may be assigned by Purchaser, to any entity which Purchaser in whole or in part owns or controls, or which owns or controls Purchaser, or is owned or controlled by any of Purchaser's shareholders.

D. Each party agrees to cooperate with the other, at no cost to the cooperating party, to effect a tax-deferred exchange of the Contract Property, if a party elects to utilize a tax-deferred exchange.

E. This Contract constitutes the entire agreement and understanding of the parties and the parties expressly agree to be bound hereby. This Contract may be modified in writing only (including a letter agreement without notary or witness) signed by each of the parties hereto.

F. If the date of Closing or any other date in this Contract falls on a Saturday, Sunday or holiday, then such date shall be on the first business day following such holiday or weekend date.

G. Time is of the essence of this Contract.

H. This Contract, including the attached Rider, if any, supersedes all prior discussions and agreements between the parties with respect to the sale and purchase of the Contract Property and all other matters in this Contract.

I. If either party files suit against the other party to enforce its rights under this Contract, the prevailing party shall be entitled to its reasonable, actual costs and attorney's fees.

J. Seller and Purchaser acknowledge that it is impossible to measure the damages which would accrue to Purchaser by reason of Seller's default hereunder. Accordingly, Purchaser may enforce this Contract and Seller's obligations hereunder in an action seeking specific performance.

K. This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

L. No delay or failure by a party, whether in whole or in part, in the exercise of any right hereunder shall operate as a waiver thereof.

M. Each party agrees that (a) it has participated substantially in the negotiation and drafting of this Contract and is thoroughly aware of all of the terms of this Contract and the intent of same, and (b) all presumptions and/or burdens of proof concerning any interpretation of this Contract shall not be affected by any statutory or judicial principles casting such presumptions against and/or burdens of proof on a party responsible for the drafting and/or written form of an agreement or contract.

N. Purchaser's obligation to close is conditioned upon the absence of any material change, that has not been approved in writing by Purchaser, in the use, title to, occupancy or physical condition of the Contract Property from and after the Contract Date, unless caused by Purchaser or those acting through or under Purchaser.





O. Seller and Purchaser agree that, if Closing does not occur by reason of Purchaser's default, it would be impractical and difficult to estimate the damages which Seller may suffer. Therefore, Seller and Purchaser hereby agree that the reasonable estimate of the total net detriment that Seller would suffer in the event that Purchaser defaults hereunder is and shall be, and Seller's sole remedy (whether at law or in equity) shall be, the right to receive from the Title Company and retain the full amount of the Earnest Money. The payment and performance of the above as liquidated damages is not intended as a forfeiture or penalty within the meaning of applicable law and is intended to settle all issues and questions about the amount of damages suffered by Seller in the applicable event. Notwithstanding the foregoing, upon the occurrence of an event of default other than the failure of Purchaser to close in a timely basis in accordance with this Contract, Seller will provide Purchaser with notice specifying the default and Purchaser shall have five (5) business days from its receipt of such notice to cure such default.

P. Seller shall cooperate with Purchaser with respect to Purchaser's efforts to obtain all necessary permits and approvals from applicable authorities (collectively the "Authorities") in connection with Purchaser's intended development of the Contract Property. In connection therewith, Seller shall execute, with this Contract, a form authorization letter ("Letter") and hereby authorizes Purchaser to present the Letter (or copies thereof) to the applicable Authorities. Without limiting the foregoing, Seller agrees to execute such additional letters, authorizations and/or applications required by the Authorities. Seller shall execute such additional items within five (5) business days after Purchaser's request. In the event Seller fails to timely execute such items the Feasibility Period, or Permit Period as applicable, shall toll, commencing on the expiration of the five (5) business day period, until such time as Purchaser receives such executed items.

Q. The parties agree to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Contract.

R. If prior to Closing there shall be a threatened or actual taking or condemnation of all or any portion of the Contract Property other than the Condemnation Settlement, then Purchaser shall have the option to (i) terminate this Contract and, notwithstanding any contrary provision contained herein, receive all Earnest Money, or (ii) proceed to Closing (subject to the other terms and conditions of this Contract) in which event there shall be assigned (or, if previously received by Seller, credited) to Purchaser at Closing all right, title, and interest of Seller in and to any condemnation awards which may be payable to Seller on account of such occurrence.

S. Notwithstanding anything herein to the contrary, and without limiting any other provision of this Contract, if Purchaser is delayed (i) in performing any due diligence activities with respect to the Contract Property, (ii) in seeking any Permits or other applicable approvals with respect to the Contract Property, or (iii) in performing any obligations due hereunder, by reason of epidemic, pandemic, strike, lock-out, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of Seller, war or any reason beyond Purchaser's control, then with respect to items (i) and (ii) above, the Feasibility Period or Permit Period, as applicable, shall automatically extend by one day for each day of such delay, and with respect to item (iii) above, the

Seller:  Initials: 
Purchaser:  Initials: 

performance of such obligations shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In order to enforce such force majeure clause, Purchaser shall provide written notice of such force majeure event within five (5) days of occurrence, or else such force majeure shall be waived.

T. In no event may either party record this Contract in the public records.

12. **ACCEPTANCE.** This Contract shall be considered as an offer by the Purchaser to the Seller and is left open for acceptance by Seller until 5:00 p.m. EST on the date that is five (5) days after execution by Purchaser. Acceptance shall be effective when Purchaser receives one (1) fully executed contract which may be executed and transmitted electronically (the "Contract Date").

(signatures on following page)

Seller: 

Initials:
Purchaser: 

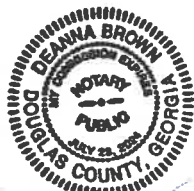
PURCHASER:

DEL LAGO VENTURES, INC., a Georgia corporation

By: [Signature]
Name: TREY SPIVER
Title: VICE PRESIDENT OF REAL ESTATE

[CORPORATE SEAL]

Executed this 15th day of May, 2023.



Deanna Brown
Notary Public, Real Estate Specialist

SELLER:

GREENLAND GEORGIA, INC., a Georgia corporation

By: [Signature]
Name: SURESH JATIA
Title: PRESIDENT

[CORPORATE SEAL]

Executed this 17 day of MAY, 2023.

Seller: [Signature] Initials: Purchaser: TS

EXHIBIT A

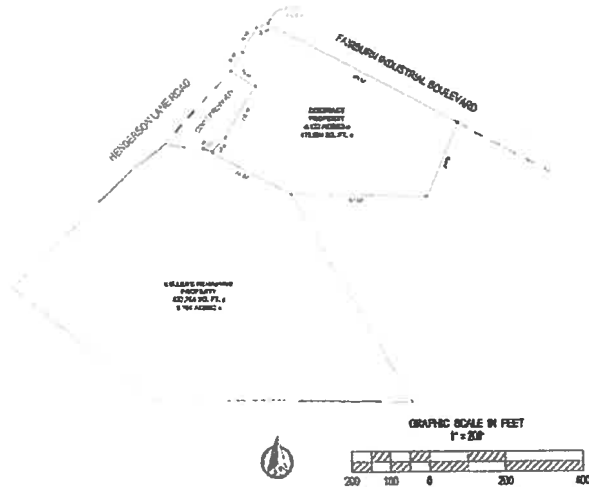
Legal Description of Contract Property

Seller: Greenland Georgia, Inc.
Purchaser: Del Lago Ventures, Inc.
Contract Property location: 0 Fairburn Industrial Boulevard and Henderson Lane Road, Fairburn, Georgia (Approximately 4.122 acres)

The Contract Property as outlined in red and made a part hereof is located in Fulton County, Georgia and is more particularly described as follows:

Commence at the southeastern intersection of the southwesterly right of way line of Fairburn Industrial Boulevard and the southeasterly right of way line of Henderson Lane Road, said point also being labelled as the POINT OF BEGINNING #1 (P.O.B. #1); thence run in a southeasterly direction along the southwesterly right of way line of Fairburn Industrial Boulevard for a distance of 556.82 feet to a point; thence run in a southwesterly direction, leaving said right of way line, for a distance of 210.87 feet to a point; thence run in a westerly direction for a distance of 351.53 feet to a point; thence run in a northwesterly direction for a distance of 256.84 feet to a point; thence run in a southeasterly direction for a distance of 25.27 feet to a point; thence run in a northeasterly direction for a distance of 47.04 feet to a point; thence continue in said direction for a distance of 152.56 feet to a point; thence run in a northwesterly direction for a distance of 74 feet to a point along the southeasterly right of way line of Henderson Lane Road; thence run in a northeasterly direction along said right of way line for a distance of 58.84 feet to a point; thence continue in said direction along said right of way line for a distance of 74.59 feet to a point; thence run in a northeasterly direction along said right of way line for a distance of 32.44 feet to the POINT OF BEGINNING #1 (P.O.B. #1);

Contains 4.122 acres or 179,554 square feet, more or less; all being subject to a current and accurate survey



Seller: *[Signature]* Initials: *[Signature]*
Purchaser: *[Signature]*

Site Plan

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339

HAROLD BUCKLEY, JR.

HBUCKLEY@WBILEGAL.COM
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

January 9, 2024

VIA ELECTRONIC MAIL AND FIRST-CLASS MAIL

Denise Brookins, Director
Department of Planning and Zoning
26 W. Campbell Street
Fairburn, GA 30213

Re: Public Participation Report for Use Permit Application by RaceTrac, Inc.
For a Retail Service Station on Property Located at the Intersection of
Howell Ave. and Fairburn Industrial Blvd (Parcel # 09F090100480751).

Dear Ms. Brooks:

RaceTrac respectfully submits this public participation report in furtherance of its efforts to obtain a use permit on the subject property as described above.

RaceTrac hosted a virtual community meeting on January 3, 2024 at 5:30 pm. A copy of the mailing list that was used to distribute meeting invitation notices, and a copy of the invitation notice itself, are attached to this letter.

Please note that our public participation letter included an incorrect description of RaceTrac's proposed development. The letter described the proposed development as a "travel center," which is RaceTrac's official descriptor for its truck stops. To be clear, RaceTrac does not propose a truck stop on the Subject Property. Despite its inaccurate use of the "travel center" descriptor, our public participation letter correctly described the proposed development as "basically a service station" and further correctly stated:

"...the only difference between a typical service station and RaceTrac desires to provide fueling pumps for commercial trucks, in addition to the typical automobile fueling pumps. Everything else about this development proposal is exactly the same as a typical RaceTrac retail location."

Therefore, the substance of our development proposal description was accurate.

There were seven attendees at the virtual meeting. Other than myself, the attendees were:

For RaceTrac

John Priede, Director of Real Estate
Rowshi Craven, Lead Engineering Project Manager

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WILSON BROCK & IRBY, L.L.C.
RACE TRAC PUBLIC PARTICIPATION REPORT

January 9, 2024

Page 2

For the City of Fairburn

Denise Brookins, Director of Planning and Zoning
Chancellor Felton, Planner

From the Community

David Nixon, Subject Property Seller's Representative
Brad Kaufman, Nearby Property Owner (Black Rock Paving)

The public participation meeting was conducted promptly, as advertised, and the discussion went very well. Only one question was raised during the meeting and it related to the error in our letter that I described above. More specifically, Brad Kaufman sought and received from RaceTrac confirmation that RaceTrac was not proposing a truck stop at this location. After receiving that confirmation, Mr. Kaufman expressed his support for our proposed development because it would benefit his business by providing convenient fueling facilities for his commercial trucks.

Please do not hesitate to let me know if I may provide you with any additional information or clarify anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.



By: Harold Buckley, Jr., AICP
Attorneys for RaceTrac, Inc.

Attachments.

Cc: Chancellor Felton (via email)
Rowshi Craven (via email)

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339

HAROLD BUCKLEY, JR.

HBUCKLEY@WBILEGAL.COM
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

December 15, 2023

VIA FIRST CLASS MAIL

Re: Application by RaceTrac, Inc. for a Conditional Use Permit on Property
Located at the Intersection of Howell Avenue and Fairburn Industrial
Boulevard.

Dear Property Owner:

I am writing to let you know that RaceTrac has filed the above-mentioned application to allow the development of a travel center service station. While we are not required to engage in a public participation program, RaceTrac is voluntarily and enthusiastically reaching out to its prospective neighbors to initiate a community dialogue regarding our development proposal.

The proposed travel center will basically be a service station. The only difference between a typical service station and RaceTrac's proposed facility is that RaceTrac desires to provide fueling pumps for commercial trucks, in addition to the typical automobile fueling pumps. Everything else about this development proposal is exactly the same as a typical RaceTrac retail location.

We look forward to working with our neighbors as we proceed through the zoning review process. We will host a virtual public participation meeting to open a community dialogue about our application. Please use the following information to participate in the meeting:

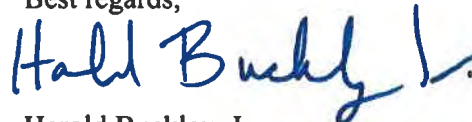
Meeting Date: January 3, 2024

Meeting Time: 5:30 pm

ZOOM ACCESS INFORMATION: Meeting ID: 876 8246 9007; Passcode 224873

We look forward to meeting you. Please do not hesitate to let me know if you have any questions that you would like to discuss with me outside of the public participation meeting.

Best regards,



Harold Buckley, Jr.

ParcelID	Address	Owner	OwnerAdd	OwnerAdd	TotAppr	TotAssess	LandAcres	LUCode	ClassCode	TaxDist	TaxYear
09F09010C 538	EAST E BUILDING	P O BOX 11	FAIRBURN		444200	177680	4	399 I4		25	2022
09F09010C 0	LASER IN STRACK	FA 200 FAST	C NEWNAN		108300	43320	1.006	400 I3		25	2022
09F09010C 297	FAIRBI WHOLESAL	3110 KETT	MORAIN		637400	254960	5.4	398 I4		25	2022
09F10020C 303	SENOI 303 SENOI	450 E PACI	ATLANTA		2318000	927200	6.95 2C1	C4		25	2022
09F09010C 201	FAIRBI LORICA L	L 603 GRAY	S PEACHTR		1100000	440000	6.56	399 C4		25	2022
09F09010C 222	IMPRE MILA NAI	125 PARK I	TYRONE G,		421600	168640	1.17	397 I3		25	2022
09F09010C 85	HOWEL STRACK	FA 200 FAST	C NEWNAN		151600	60640	2.01	400 I4		25C	2022
09F09010C 400	BOHAI LEEWOOD	240 COUN	NEWMAN		387600	155040	2.05	398 I4		25C	2022
09F09010C 100	LASER BUILDING	538 SE BR	C FAIRBUR		511500	204600	1.13	399 C3		25	2022
09F10150C 0	SENOIA F ASDB	SERV 510	PERSIJ	FAYETTEVI	35700	14280	0.4821	300 C3		25	2022
09F08000C 5000	BOH/ DEVELOPN	400 INTER	ATLANTA		42011400	11763190	65.241	888 I5		25C	2022
09F08000C 0	BOHANN 1162	HWY 250	SMOK	PEACHTRE	323600	129440	5.99	400 I4		25C	2022
09F10020C 0	VALLEYB LANDMAR	50 E BROA	FAIRBUR		41600	16640	2.68	100 R4		25	2022
09F09010C 103	HOWEJCM ENTE	1553 HEAT	HIAWASSE		613500	245400	1.726	398 C3		25	2022
09F09010C 360	BOHAJ T BOOK	P 160	CELTIC	TYRONE G,	707600	283040	1.5	399 I3		25	2022
09F09010C 89	HOWEL WALDROP	P O BOX 2	PEACHTRE		1927000	770800	6.98	398 C4		25	2022
09F07020C 0	FAIRBUR BAILEY	KEI 113	HIDDE	HENDERSC	106900	42760	5.84	100 R4		25	2022
09F09010C 105	LASER STRACK	FA 200 FAST	C NEWNAN		612200	244880	1.1	399 I3		25	2022
09F09010C 87	HOWEL STRACK	FA 200 FAST	C NEWNAN		155000	62000	2.09	400 I4		25C	2022
09F09010C 0	FAIRBUR STRACK	FA 200 FAST	C NEWNAN		100	40	0.0318	400 I3		25	2022
09F09010C 115	LASER STRACK	AL 200 FAST	C NEWNAN		245000	98000	1.399	399 I3		25	2022
09F08000C 0	HOWELL CH	REALTY 910	DAVIS	ALPHARET	97200	38880	2.1	400 I4		25C	2022
09F07010C 0	LAKE RD SHUGART	1380 COLL	PALMETTC		45000	18000	22.508	300 C5		25C	2022
09F09020C 7380	BOH/ POREX	TEC 500	BOHAI	FAIRBUR	4629100	1851640	17	455 I5		25C	2022
09F09010C 0	FAIRBUR AZAR	ELIZ/ 1695	VIRG	COLLEGE P	31000	12400	0.3658	400 I3		25	2022
09F10020C 0	SENOIA F LANDMAR	304 306	SE	FAIRBUR	70000	28000	9.7	100 R4		25	2022
09F10150C 287	SENOI ASDB	SERV 510	PERSIJ	FAYETTEVI	853900	341560	0.683	399 I3		25	2022
09F09010C 220	IMPRE IMPREGLO	220 IMPRE	FAIRBUR		1066200	426480	4.534	401 I4		25	2022
09F08000C 205	BOHAJ HOPSON	T 3520	NE	PLATLANTA	1400000	560000	9.8	399 I4		25C	2022
09F09010C 424	FAIRBI THE	WALD P O	BOX 2,	PEACHTRE	61200	24480	2.029	320 C4		25	2022
09F09010C 0	HOWELL SAKKAS	FR 412	SE	BR	FAIRBUR	86300	1.619	300 I3		25	2022
09F09010C 412	EAST E SAKKAS	FR 412	EAST	E FAIRBUR	73900	29560	1	320 I3		25	2022
09F09010C 0	BOHANN STRACK	FA 200	FAST	C NEWNAN	76200	30480	0.41	400 I3		25C	2022

09F09010C 301 FAIRBI NMFR LLC 42 COLLEG NEWMAN C	1008000	403200	2.98	398 14	25	2022
09F09010C 0 FAIRBUR GREENLAN 4020 CHAF MARIETTA	367500	147000	16.97	400 15	25	2022
09F07020C 0 FAIRBUR BAILEY KEI 113 HIDDE HENDERSC	79400	31760	4.34	100 R4	25	2022
09F09010C 0 LASER IN STRACK FA 200 FAST C NEWMAN C	137300	54920	1.677	300 13	25	2022
09F09010C 221 FAIRBI VALENCIA 603 GRAY'S PEACHTRE	170200	68080	0.64	399 13	25	2022
09F09010C 96 HOWEL STRACK FA 200 FAST C NEWMAN C	514100	205640	10.4	400 15	25C	2022
09F09010C 98 HOWEL HERMAN II 100 HOWE EXPERIMEI	873600	349440	2.1738	332 14	25	2022
09F09010C 100 HOWE HERMAN II 98 HOWEL FAIRBURN	338300	135320	2.245	399 14	25	2022
09F07010C 601 SENOI SHUGART I 1380 COLL PALMETTC	348000	139200	13.5	300 C5	25C	2022
09F08000C 92 HOWEL STRACK FA 200 FAST C NEWMAN C	362900	145160	5.22	400 14	25C	2022
09F09010C 199 FAIRBI LORICA L 603 GRAY'S PEACHTRE	410000	164000	3.3	399 C4	25	2022
09F07020C 415 FAIRBI FAIRBURN 425 FAIRBI FAIRBURN	293200	117280	1.308	300 C3	25	2022
09F08000C 5000 BOH/DEVELOPN 570 POLAF WESTERVII	13562600	2712520	15.816	888 C5	25C	2022
09F09010C 0 HOWELL HOLLAND I 100 HOWE FAIRBURN	75800	30320	1.307	300 C3	25	2022
09F09010C 102 FAIRBI CITY OF FA P O BOX 14 FAIRBURN	550100		5.83	699 E1	25	2022
09F09010C 125 LASER STRACK FA 200 FAST C NEWMAN C	1050000	420000	4.19	399 C4	25	2022
09F07020C 0 FAIRBUR FAIRBURN 425 FAIRBI FAIRBURN	51000	20400	2.37	100 R4	25	2022
09F09010C 420 SE BRCSAKKAS EF 412 SE BRCS FAIRBURN	1461100	584440	1.64	396 C3	25	2022
09F09010C 0 LASER IN BUILDING I 538 SE BRCS FAIRBURN	108200	43280	1.004	400 13	25	2022
09F09010C 107 HOWE DRUMS BC P O BOX 14 FAIRBURN	1108000	443200	6.44	399 14	25	2022
09F08000C 0 BOHANN SHUGART I 1380 COLL PALMETTC	263200	105280	16.6	300 C5	25C	2022
09F09010C 83 HOWEL STRACK FA 200 FAST C NEWMAN C	222300	88920	3.65	400 14	25C	2022
09F09010C 222 FAIRBI MILA NAIA 222 FAIRBI FAIRBURN	835400	334160	1.13	398 13	25	2022

Sec. 80-239. - Truck terminals/truck stops.

(a) *Allowable districts:* M-1, M-2.

(b) *Standards:*

- (1) The lot upon which the truck stop is located, including all structures and parking spaces, must be a minimum of five acres.
- (2) No such use is allowed within 5,000 feet in any direction from an existing similar use.
- (3) On-site security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.
- (4) No long-term storage of trailers or trucks shall be allowed on the lot.
- (5) No overnight or sleeping facilities shall be provided on the lot.

(Ord. of 10-28-2019(1).)



**CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION**

AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: March 5, 2024

Agenda Item: New Living Word Church – 0 Senoia Road [Parcel ID: 09F100200471368] – Request to review the preliminary plat.

Agent/Applicant/Petitioner Information

Applicant: Emmaline Soliz, Southeast Civil Group, LLC; Pastor William O’Neal

Property Owner: Living Word Church Ministries, Inc

Background

The site is located at 0 Senoia Road on the eastern side of the intersection of Senoia Road and Valleybrook Drive. The site is currently zoned R-1 (Single-family Residential) and is located in the Georgia Highway 74 Overlay District. The site is approximately 9.03 acres and is undeveloped woodlands.

Discussion

The applicant is proposing a reconfiguration of the site into two sites: Tract 1 and Tract 2. Tract 1 is 2.75 acres and will be developed into a place of worship. Tract 2 is 6.27 acres and will remain undeveloped woodlands. An accurate, up-to-date, and certified survey is included. The preliminary plat meets the setback requirements of R-1.

The preliminary plat includes buffer easements, utilities, and other required infrastructure.

Staff Recommendations

Staff recommends **APPROVAL** of the preliminary plat with the following condition:

- Any significant modifications as determined by Staff to the approved preliminary plat would necessitate a further review by the Planning and Zoning Commission.

Attachments:

- Site Pictures
- Current Survey and Proposed Reconfiguration

SITE PICTURES



The intersection of Valleybrook Drive (to the left) and Senoia Road (to the right)

Heading north on Senoia Road



Heading west on Valleybrook Drive

