



## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248  
Phone: (770) 957-5043  
Facsimile (770) 954-1223

### Item Coversheet

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**Item:** An ordinance to amend Title 17, Chapter 17.04.055, PR-5 (Urban Infill/Active Adult Planned Residential) of the City of Locust Grove Code of Ordinances, which provides for zoning regulations; to provide for conditional uses for senior adult housing and age targeted and continuum of care developments.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** September 2, 2020

**Budget Item:** No

**Date Received:** June 24, 2020

**Workshop Date:** September 21, 2020

**Regular Meeting Date:** October 5, 2020

**Discussion:**

As an alternate to the original proposal, this proposal would strike only the term "Continuum of Care" provisions and leave the section reserved for future consideration for housing with care options for senior adults with more specific design and use guidelines.

**ORDINANCE NO. \_\_\_\_\_**

**TO AMEND TITLE 17, CHAPTER 17.04.055 PR-5 (URBAN INFILL/ACTIVE ADULT PLANNED RESIDENTIAL) OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES, WHICH PROVIDES FOR ZONING REGULATIONS; TO PROVIDE FOR CONDITIONAL USES FOR AGE TARGETED DEVELOPMENTS; TO AMEND FOR REFERENCE CERTAIN DEVELOPMENT STANDARDS; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1.** Paragraph F of Section 17.04.055 entitled “Conditional Uses” is hereby amended by striking Continuum of Care, subparagraph (6), and replacing thereof with the following:

(6) Reserved

**SECTION 2. Codification.** This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 3. Severability.**

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs,

sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.

**SECTION 4. Repeal of Conflicting Provision.** Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5. Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

**SO ORDAINED** this 5<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Robert S. Price, Mayor

ATTEST:

\_\_\_\_\_  
Misty Spurling, City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



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**Workshop Date:** September 21, 2020

**Regular Meeting Date:** October 5, 2020

**Discussion:**

An ordinance amendment to the provide additional clarification to the PR-5 zoning ordinance, to amend reference to certain development standards, and repeal inconsistent provisions.

**Recommendation:**

Staff recommends APPROVAL.

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**ORDINANCE NO. \_\_\_\_\_**

**TO AMEND TITLE 17, CHAPTER 17.04.055 PR-5 (URBAN INFILL/ACTIVE ADULT PLANNED RESIDENTIAL) OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES, WHICH PROVIDES FOR ZONING REGULATIONS; TO PROVIDE FOR CONDITIONAL USES FOR SENIOR ADULT HOUSING AND AGE TARGETED AND CONTINUUM OF CARE DEVELOPMENTS; TO AMEND FOR REFERENCE CERTAIN DEVELOPMENT STANDARDS; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1.** Paragraph C of Section 17.04.055 entitled “Definitions” is hereby amended by inserting “Senior Adult Housing” thereof the following:

“Senior Adult Housing” is defined as: housing that is suitable for the needs of an aging population ranging from independent living to 24-hour care, emphasizing safety, accessibility, adaptability, and longevity. The age for residency shall be 55 years and older.

Senior adult housing may be allowed in the PR-5 zoning district provided that at minimum the following restrictions apply. Final plats and all required construction documents shall include a notation specifying “Age-Restricted Adult Housing”:

A. Unit type allowed:

1. Only multifamily, townhouse, and condo style units may be allowed in the PR-5 zoning district.

B. The development shall have a minimum of twenty (20) dwelling units.

C. The maximum net density shall not exceed 12 du/acre.

D. At least ten (10) percent of the gross site area shall be open space. The open space shall provide amenities such as pathways, seating areas, and recreation areas for residents. The open space shall be protective of natural features.

E. At least one (1) on-site community building or interior community space shall be provided.

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<sup>1</sup> Georgia Accessibility Code Section 120-3-20:54

F. For phased developments; open space, recreational facilities, and other accessory facilities shall be provided in each phase to meet the requirements as stated herein of the residents of each phase. The developer shall provide a schedule for the installation of facilities at the time of the first permit approval.

G. At the time of the first permit application, the developer shall establish how the age restrictions will be implemented and maintained over time. If the development is anything other than a rental community under single ownership, a common entity such as a condominium association or a homeowners association shall be established to maintain and enforce the age restrictions in addition to the county enforcement of zoning regulations.

H. All open space, common areas, and related improvements shall be fully accessible and shall be managed and maintained by the owner of the development or a common entity such as a condominium association, or a homeowners association.

I. Any structure within the development may be fully accessible; however, the minimum standards of this section shall be met. The development shall incorporate universal design features as follows. The application shall include descriptions of the universal design features of proposed dwellings to demonstrate their appropriateness for the age-restricted population. The material submitted shall indicate how universal design features will be used to make individual dwellings adaptable to persons with mobility, sensory, or otherwise functional limitations; and how the design will provide accessible routes between parking areas, sidewalks, front door of the dwelling units, and common areas. These routes shall be a minimum of ten (10) feet in width, allowing mobility-enhancing devices to meet and pass safely.<sup>1</sup>

1. "No-step" (maximum vertical floor level change of one-quarter ( $\frac{1}{4}$ ) inch, except where a tapered threshold is used which has a maximum height of one-half ( $\frac{1}{2}$ ) inch) access to the front door entrance to all dwelling units and community buildings is required. If a no-step front entrance is not feasible, an alternate no-step walkway to the front floor may be approved.<sup>1</sup>

2. A minimum thirty-six-inch wide front door with exterior lighting at the entrance is required. Exterior doors shall be provided with an artificial light source located in the immediate vicinity of the exterior door. The illumination of the exterior light shall be controlled from inside the dwelling except for lights that are continuously illuminated or automatically controlled.<sup>1</sup>

3. All interior doorways must have a minimum of thirty-two-inch clear width in the open position typically a thirty-six-inch door.<sup>1</sup>

4. A thirty-six-inch fully accessible route must connect throughout the floor served by the front door of the dwelling unit. The maximum vertical floor level change is one-quarter ( $\frac{1}{4}$ ) inch, except where a tapered threshold is used which has a maximum height of one-half ( $\frac{1}{2}$ ) inch.<sup>1</sup>

5. A complete living area including, but not limited to, kitchen, master bedroom, and bathroom shall be located on the floor served by the front door of the dwelling unit.<sup>1</sup>

6. Lever handles are required on all interior and exterior doors.<sup>1</sup>
7. Clear floor space of thirty (30) inches by forty-eight (48) inches shall be provided and centered on each appliance and fixture in the kitchen. Floor space can overlap.<sup>1</sup>
8. Walls shall be reinforced (blocked) to allow for the later installation of grab bars around the toilet, tub, and shower stall; and of wall-hung bench shower seat.<sup>1</sup>
9. Maneuvering space shall be provided within the bathroom to permit a person using a mobility aid to enter the room, close the door, and reopen the door with a clear floor space of thirty (30) inches by forty-eight (48) inches. Clear floor space of thirty (30) inches by forty-eight (48) inches shall be provided and centered on each fixture in the bathroom. Floor space can overlap.<sup>1</sup>
10. Wall-mounted electrical outlets, light switches, and environmental controls shall be mounted for a reaching range of a minimum of fifteen (15) inches to a maximum of forty-eight (48) inches above the floor. Such wall-mounted devices shall be of a contrasting color with the wall.<sup>1</sup>

**SECTION 2.** Paragraph F of Section 17.04.055 entitled “Conditional Uses” is hereby amended by deleting subparagraph (6) and replacing thereof with the following:

- (6) Senior adult housing on not more than 25 acres when located in the Locust Grove Town Center LCI Area that provides independent living facilities, constructed in a manner that is compliant with accessibility requirements, for residents aged 55 years and older<sup>1</sup>.

**SECTION 3. Codification.** This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 4. Severability.**

- A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of Ordinance.
- C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality, or

unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.

**SECTION 5. Repeal of Conflicting Provision.** Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6. Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

**SO ORDAINED** this 5<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Robert S. Price, Mayor

ATTEST:

\_\_\_\_\_  
Misty Spurling, City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



ORDINANCE NO. 18-05-025

**TO AMEND TITLE 17, CHAPTER 17.04 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES, WHICH PROVIDES FOR ZONING REGULATIONS; TO PROVIDE FOR CONDITIONAL USES FOR HOUSING FOR OLDER PERSONS AND CONTINUUM OF CARE HOUSING FOR SENIORS; TO AMEND FOR REFERENCE CERTAIN DEVELOPMENT STANDARDS; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS**

**SECTION 1. Paragraph C of Section 17.04.055 entitled "Definitions" is hereby amended by inserting after the definition of "Façade" thereof the following:**

**"Housing for Older Persons" is defined as housing (1) intended for and solely occupied by persons 62 years of age or older; or, (2) intended and operated for occupancy by persons 55 years of age or older. The facility or community must satisfy the following requirements:**

- **At least 80 percent of the units must have at least one occupant who is 55 years of age or older; and**
- **The facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as "55 or older" housing; and**
- **The facility or community must comply with Housing and Urban Development (HUD) requirements for age verification of residents.**

**All new multifamily buildings with greater than four units must meet the following requirements for accessibility:**

- **Public and common use areas must be accessible to persons with disabilities**
- **All doors and hallways must be wide enough for wheelchairs**
- **All units must have:**
  - **An accessible route into and through the unit**
  - **Accessible light switches, electrical outlets, thermostats and other environmental controls.**
  - **Reinforced bathroom walls to allow for later installation of grab bars, and**
  - **Kitchens and bathrooms that can be used by people in wheelchairs**

**SECTION 2. Paragraph F of Section 17.04.055 entitled "Conditional Uses" is hereby amended by inserting subparagraphs (5) and (6) and inserting thereof the following:**

(5) Multiple family residential dwellings of not more than a total of 80 units when developed on a tract of 10 acres or more restricted only to Housing for Older Persons and contained within a structure or structures with elevator access and interior corridors as well as other amenities suited for a senior housing development. Said facilities shall be located within the Locust Grove Town Center LCI Area.

(6) Continuum of Care Housing for Senior and Older Persons, including a mixture of detached, attached, multiple family dwellings as well as transitional nursing and elder care facilities on tracts of not more than 25 acres when located in the Locust Grove Town Center LCI Area.

**SECTION 3.** Subparagraph 2 of Paragraph H of Section 17.04.055 entitles "PR-5 Development Plan Standards" is hereby amended by striking item "(k)" in its entirety and inserting in lieu thereof the following:

- (k) Development-specific architectural design criteria (if proposed if different from Section 17.04.055 H.3.(o));

**SECTION 4. Codification.** This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 5. Severability.**

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.

**SECTION 6. Repeal of Conflicting Provision.** Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 7. Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this 21<sup>st</sup> day of May, 2018.

  
\_\_\_\_\_  
Robert S. Price, Mayor

ATTEST:

  
\_\_\_\_\_  
Jennifer Adkins, Assistant City Clerk  
(Seal)

ORDINANCE NO. 17-09-040

TO AMEND TITLE 17, CHAPTER 17.04 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES, WHICH PROVIDES FOR ZONING REGULATIONS; TO CREATE SECTION 17.04.055 ENTITLED "PR-5 URBAN INFILL/ACTIVE ADULT PLANNED RESIDENTIAL DISTRICT"; TO PROVIDE FOR REGULATIONS AND STANDARDS FOR DEVELOPMENT WITHIN HIGHER DENSITY RESIDENTIAL LOTS WHERE APPROPRIATE ON THE COMPREHENSIVE PLAN; TO PROVIDE FOR APPLICABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

**SECTION 1.** Chapter 17.04 is hereby amended by creating new Section 17.04.055 entitled "PR-5 Urban infill/active adult planned residential district"

**SECTION 2.** Chapter 17.04 Section 17.04.055 is hereby amended by inserting thereof the following:

Section 17.04.055

PR-5 Urban infill/active adult planned residential district.

A. Purpose. It shall be the purpose of this PR-5 district to provide residential dwellings for active adults as provided for by HUD or in certain infill locations within higher-density areas of the city on tracts served by adequate public water and public sewer facilities and shall have access onto a major arterial street, a minor arterial street, or a collector street. In addition, the purpose of the PR-5 district:

- (1) Allow one or more properties to be planned as a unit with development standards tailored to the site;
- (2) Provide maximum flexibility and diversification of lot sizes and architectural styles in the development of the property;
- (3) Maintain consistency with the Henry County/ Cities Joint Comprehensive Development Plan and all subsequent amendments and updates;
- (4) Fulfill the goals and objectives of any Livable Centers Initiative plan and all subsequent amendments and updates;
- (5) Provide for innovative infill within areas of the inner city: Historic Downtown, Mixed Historic District, HPDO boundaries;
- (6) Provide housing for older persons 55 years in age and older in accordance with Housing and Urban Development standards for lifestyle housing, recreation and amenities;
- (7) Protect the integrity and character of residential uses in the city;
- (8) Encourage efficient use of land in areas outside of watershed protection areas and allow for preservation of certain sensitive environmental and cultural resources such as open space areas, wetlands, and topographic features;
- (9) Provide for effective development and use of public facilities and services for the site;
- (10) Encourage use of design features to achieve development that is compatible with the area; and

- (11) Allow for creative and imaginative design that will promote amenities beyond those expected in conventional developments.

**B. Applicability** The provisions of this section are applicable to property upon designation of the site as a PR-5 planned residential development by the Mayor and City Council under Articles XV and XVI of this Chapter.

(1) A PR-5 planned residential development (PR-5) is established by rezoning the property and adoption of adopting a development plan. The development plan establishes regulations for the use, development, improvement and maintenance of the property, and must be adopted in accordance with Sections 17.04.291 through 17.04.320.

(2) The PR-5 development plan shall be the zoning control document for features depicted both graphically and in text or figures. The development plan establishes the site area; lot layout; street layout, including typical street sections; on street and off-street parking including landscape parking; pedestrian facilities; open space areas; number of residential units by type; square footage of residential units; preliminary landscaping plan, development regulations; architectural standards; phasing plan, if applicable; statement regarding consistency with the comprehensive plan and all other applicable City land use plans; traffic study; other information necessary for the substantive and environmental review of the proposed project; and any other information deemed necessary by the community development director. If the approval by the City Council differs, in any way, from what is depicted on the site plan submitted for the purpose of seeking rezoning, a revised plan must be certified by the Community Development Director before development related permits may be issued

**C. Definitions.** For purposes of this Section, the following terms shall have the meaning prescribed, unless the context clearly indicates otherwise:

"Amenities" shall mean the area(s) set aside for active and passive recreation for the residents inside the development (or for the general public) according to the standards set forth herein. Recreation areas may include passive areas, such as trails, picnic areas, or parks with landscaping providing no facilities for active sports; and active areas with ball fields, soccer facilities, swimming areas, and other facilities for sports activities.

"City" shall mean the city of Locust Grove or its designee.

"Classification" shall mean the PR-5 district referred to herein.

"County" shall mean Henry County or its designee.

"Façade" shall mean an exterior wall, or face, of a building. The front façade of a building contains the building's main entrance, the rear façade is the building's rear exterior wall, and the side façades are a building's side exterior walls. The term façade shall not apply to eaves, soffits and gables unless otherwise noted herein.

"Impervious cover" or "impervious surface" shall mean any roads, driveways, parking areas, buildings, swimming pools, concrete, pavement, rooftop landscapes and other impermeable construction covering the natural land surface which impedes the free passage of water, air, or nutrients through the soil to the natural watershed aquifer, or water zone located below

**the surface. Except as otherwise provided in this Section, impervious cover is total horizontal area of covered spaces, paved areas, walkways and driveways in a proposed development.** Impervious cover excludes ponds and areas with gravel placed over covered surfaces that are used only landscaping or by pedestrians. For an uncovered wood deck that has drainage spaces between the deck boards and that is located over a pervious surface, fifty percent (50%) of the horizontal area of the deck is included in the measurement of impervious cover.

"Infill development" shall mean the development of vacant or underutilized lots within areas central to the historic core of the City of Locust Grove, or near areas of historical residential, existing higher-density residential, commercial or industrial activities. For purposes of illustration, areas within the HPDO zoning district overlay, the Mixed Historic Neighborhood, the Central Business District, and the Locust Grove Town Center LCI Study Area are locations likely for infill development.

"Maximum allowable net density" shall mean the total number of dwelling units or housing structures per net useable acre. The maximum allowable net density shall not exceed the density established by this Section as applicable law.

"Net useable acre" (n.u.a.) shall mean an acre of land which residential structures may be built but exclusive of streets, right of ways; 100-year flood plains or flood hazard areas; detention or retention ponds; land used solely for commercial, office, institutional, or industrial uses, and public lands. Easements for drainage, sanitary sewer, etc. shall not be excluded from a net usable acre.

"Open space" shall mean land within or related to a development, not individually owned or dedicated for public use, which is designed and intended for the common ownership and use by the residents of the developments and may include complementary structures and improvements as are necessary and appropriate for recreation or other complementary activities. Acreage within the 100-year flood plain and wetlands under common ownership shall also be included in open space.

"Owner" shall mean all parties applying for rezoning, including but not limited to the property owner and his agents or assigns.

"PR-5 development plan" shall mean a written and graphic submission for a development in this district which represents a tract of land; proposed subdivision; lot layout; the location and bulk of structures; density of development; streets, sidewalks, and multiuse paths; architectural design for structuring and signs parking facilities; common recreation areas, amenities, and open space; public facilities; impervious cover; and all conditions, covenants, and restrictions relating to use thereof.

"Residential parking garage" shall mean an enclosed structure attached to or part of the principal dwelling used for housing at least two (2) vehicles and has the following minimum dimensions: vehicular entrance height, seven feet (7') interior height, nine feet (9'); vehicular entrance width, sixteen feet (16') and overall garage width and depth, twenty feet (20'). The floor shall be constructed of concrete. Concrete floors shall be reinforced, where appropriate and a minimum of four inches (4") in thickness with appropriate fill and base.

Where residential parking garages are constructed, such structures shall not be enclosed for living space, storage purposes or any other purpose without first obtaining a variance from the City and constructing an attached residential parking garage.

"Streets" shall include land between the right-of-way lines; whether improved or unimproved, and may comprise pavement, shoulders, curb and gutters, sidewalks, drainage ditches and structures and other areas within the street right-of-way lines. Streets shall be classified as follows:

1. **Expressway.** The expressway system includes high volume limited access thoroughfares through the City, the county and region beyond. These include I-75 and S.R. 42.
2. **Major arterial.** An arterial street which is designed or intended for moderate to high levels of traffic flow for the City, the county, and region beyond and is designated on the future thoroughfare plan in the Henry County/Cities Joint Comprehensive Development Plan, and also includes the state and federal highway system for the City and county.
3. **Minor arterial.** An arterial street similar in function to a major arterial but which is intended to provide moderate levels of traffic flow and greater access to abutting properties. Minor arterials serve as traffic feeders to major arterials and for cross—country and regional travel.
4. **Collector street.** A street which carries traffic from local streets to minor and major arterial streets, and may include the principal entrance of a development.
5. **Local street.** A street designed to provide access to adjoining properties within a subdivision or other development.

"Usable acre" shall mean an acre of land in development less any portion thereof located in the one-hundred-year floodplain.

"Water table" shall mean a masonry architectural feature that consists of a projecting course, applied at a consistent height that deflects water running down the face of a building away from lower courses or the foundation. The intent of water tables is to serve as an ornamental transition between façade materials.

In addition, all other definitions set forth in Chapter 17.04 and Chapter 3-7 of the Henry County Code of Ordinances are incorporated by reference to the extent they are not inconsistent with terms.

D. **Permitted Uses.** Those permitted uses common to all single—family residential districts.

E. **Accessory Uses.** Those accessory uses common to all single-family residential districts-

**F. Conditional Uses** – Upon application to, and recommendation by the Director of Community Development and a favorable decision thereon by the Mayor and Council, the following conditional uses are permitted in this district:

- (1) Those conditional uses common to all single-family residential districts.**
- (2) Attached single-family residential dwellings not to exceed 4 attached units in any single structure.**
- (3) Two-family residential dwellings on tracts less than 5 acres.**
- (4) Multiple family residential dwellings on tracts less than 2 acres, unless part of a mixture of residential unit types within a PR-5.**

**G. Conditional Exceptions.** Those conditional exceptions common to all single-family residential districts, with the exception of taxidermy, are permitted in this zoning district.

**H. PR-5 Development Plan Standards.** Except as otherwise provided for herein, the following regulations apply to the designated uses and development in the PR-5 district:

- 1. The development plan shall specify a phasing plan for all amenities to be provided within the development. The amenity phasing plan shall correspond with the overall development phasing schedule, and shall provide for the reasonable completion of amenities to maximize enjoyment by residents.**
- 2. The following site development characteristics shall be determined and set in the approved plans for PR-5:**
  - (a) Minimum lot area(s); Unless a conditional use otherwise allows, the minimum lot areas shall be those shown on the approved PR-5 development plan. The Mayor and Council can require greater lot areas as part of the development plan review, which must be depicted on the PR-5 development plan prior to zoning approval and issuance of any development or building permits.**
  - (b) Minimum lot width(s); Unless a conditional use otherwise allows, the minimum lot widths shall be those shown on the approved PR-5 development plan. The Mayor and Council can require greater lot widths as part of the development plan review, which must be depicted on the PR-5 development plan prior to zoning approval and issuance of any development or building permits.**
  - (c) Location(s) of yard(s) and setback(s); Unless a conditional use otherwise allows, the minimum front, side and rear yard setbacks and building separation requirements shall be those shown on the approved PR-5 development plan. The Mayor and Council can require greater lot yard setbacks and building separation requirements as part of the development plan review, which must be depicted on the PR-5 development plan prior to zoning approval and issuance of any development or building permits.**
  - (d) Maximum structure height(s); Unless a conditional use otherwise allows, the maximum structure height shall be no greater than forty feet (40').**
  - (e) Open space shall be provided with all PR-5 developments and open space shall be set by the development plan. The open space, complementary to the proposed design and lifestyle features of the proposed development, shall be reserved as**



common open space that shall be designated for the recreational or leisurely use by residents as stated in Section 17.04.052 H.3.p.

- (f) Location of and specifications for site access and internal traffic circulation; and
  - (g) Off-street and on-street parking needs and dimensions;
  - (h) Internal traffic calming strategies, such as roundabouts, speed tables, chicanes or other acceptable measures;
  - (i) Location, size, and/or amount of buffer yard(s), screening, landscaping, and tree save areas;
  - (j) Layout of lots, streets, and any other infrastructure, including bicycle and pedestrian facilities, serving the PR-5 development;
  - (k) Development-specific architectural design criteria (if proposed if different from Section 17.04.052 H.3.o.);
  - (l) Location, size, and design of any permanent signage;
  - (m) Any other site-specific prescription(s) deemed necessary for the development of the site, as proposed.
3. Projects shall meet the following design requirements:
- (a) A minimum of ten percent of the usable project area shall be permanently allocated to open space.
  - (b) A portion of the required open space should be centrally located if possible within the development. Location and approximate size of the open space area shall be designated and approved by the Mayor and City Council as part of conceptual approval.
  - (c) For developments under ten acres, the open space requirement may be satisfied by alternative means as established by this Section.
  - (d) Stormwater infrastructure may not be counted toward the required open space, unless designed as part of a low-impact system that utilizes bio-swales and natural recharge areas.
  - (e) Utility easements may not be counted toward the required open space, unless utilized as part of a common trail network or other amenity.
  - (f) Specific architectural design criteria shall be adopted as part of the overall plan for the site.
  - (g) Unless otherwise stated in an approved PR-5 development plan, the minimum heated floor area of 1,800 square feet for single-story dwelling units and 2,200 square feet for multi-story dwelling units.
  - (h) Curb and Gutter are required unless specifically waived as part of an approved development plan where alternative stormwater treatment methods are used to achieve overall water quality improvement.
  - (i) Paved driveways of adequate width for 2-car garage entry.
  - (j) Sidewalks are required on both sides of the internal street network, comprised of concrete a minimum depth of four inches (4') and four feet (4') in width and located at least two feet (2') from the back side of the curb to provide a safety and buffer strip between the street. A multiuse path as described herein may be substituted for the sidewalk.
  - (k) Streetlights are required with decorative fixtures (post-top or similar), LED cutoff fixture.
  - (l) Underground utilities are required.
  - (m) Residential parking garages are required, with maximum coverage of the front façade of any dwelling unit by the garage no greater than 55%. Use of side-loading garages were practical is encouraged;
  - (n) Multiuse Paths shall be required in accordance with the standards below:

- i. **Multituse paths are required in all developments developed under the standards of this district. Such paths shall be constructed to connect each residential lot with all the amenity areas of the development and those commercial, office, and industrial areas inside and outside the development. Multituse paths may not be constructed in lieu of streets, nor may streets constitute any portion of multituse paths except where such paths cross over the width of a street. Multituse paths shall be a minimum of four (4) inches in depth, ten (10) feet in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four feet of the width of the path is solely for pedestrian use and the remaining portion of the width of the path may be used for bicycles and golf carts. Multituse paths shall be constructed of concrete, asphalt, semi-pervious material as approved by the City or a combination thereof. If semi-pervious material is used, it shall not be a loose material (wood chips, gravel, sand, or dirt), and it shall have a life span comparable to or better than that of asphalt.**
  - ii. **In addition, the landowner or developer shall extend the multituse path along the main right-of-way line of a street leading from the development to the nearest commercial area (or future commercial center as depicted on the Future Land Use Map), if development lies within one-quarter of a mile (0.25 mi.) of that commercial area. Upon application by the owner or developer, however, the City reserves the right to reduce, eliminate, or modify this requirement if: (i) the landowner or developer tenders to the City or its designee funds, equal to the amount which would be expended by the developer to design and construct the multituse path extension required under this subsection; (ii) the City or its designee confirm that the funds deposited will be used for design and construction of a multituse path benefiting the public at large, consistent with applicable law; (iii) the City or its designee accepts such funds and exercise the right to reduce, eliminate, or modify the multituse path requirement in this subsection in a manner and a degree acceptable to the landowner or developer; (iv) the City or its designee places such funds in escrow to be used solely for the purposes outlined in this section; and (v) all documents necessary to satisfy this section executed, subject to approval by the City Attorney as to form. In determining whether to reduce, eliminate, or modify the multituse path requirement under this subsection, the City or its designee shall consider whether doing so will promote public health, safety, and welfare by enabling the public at large to receive a higher quality multituse path in a more cost-efficient manner.**
- (o) **Residential Facades, Roof Design.** Development within a PR-5 Planned Development shall adhere to the following standards unless otherwise approved by the Architectural Review Board.
- i. **Residential facades.** Within a development developed under these standards, structures shall be comprised of any combination of stone, brick, cement board on all exterior facades, with rear elevations of structures comprised of brick or stone to the gables or eaves where facade fronts along a public road. When a rear facade fronts along a public road where an earthen berm and/or masonry wall

provides an effective screen, the Architectural Review Board may reduce or waive the brick or stone requirement. Front elevations shall be at least 50% brick or stone, with remaining elements consisting of cement fiberboard siding (i.e., HardiePlank and equivalent brands). All side elevations may consist of brick, stone and cement fiberboard siding with a minimum water table of brick or stone at a height of thirty inches (30") or greater. Use of stucco is strictly limited to exterior accents such as keystones, arches, and quoining unless otherwise approved by the Architectural Review Board, where stucco is hard-coat only. Any change in the mixture of architectural exterior materials, use of vinyl or aluminum siding shall not be permitted, other than for use in soffits and fascia boards, unless otherwise approved by the Architectural Review Board.

i i *Roof Design.* Typical roof styles of gable and hip roofs shall have a minimum pitch of 7:12 or greater above areas containing heated space. Use of other roof styles (mansard, gambrel, etc.) and/or the use of alternative exterior elevation materials shall require the review and approval of the Architectural Review Board.

(p) *Incorporation of Amenities.* All developments under this Section shall provide for amenities in accordance with this subparagraph. the PR-5 development plan. One or more of the following amenities is suggested as possible amenities for a PR-5 development; however, the final amenity provision shall be in accordance with the approved PR-5 development plan. Those noted with "AR" are preferred for Active Adult Residential

- A clubhouse of 1,200 minimum square feet (AR)
- A covered picnic pavilion with a minimum of 1,200 square feet under roof with picnic tables and community grills (2) (AR)
- A minimum sized adult pool of 20' x 40' (AR)
- A wading pool for children, in addition to the adult sized pool, consisting of a minimum of 200 sq. ft.
- A playground with minimum area of 60' by 120' with picnic table, benches and play equipment for multiple age groups.
- A pocket park with a minimum of 2,000 square feet with minimum frontage of 100 feet along one of the primary access streets within the development, with preference to frontage on two (2) residential streets with adequate landscaping, paved walkways, seating areas, trash receptacles and accessory structures such as gazebos or pergola. Siting should consider for location of required USPS Centralized Mail facility. (AR)
- Tennis Courts - one lighted and enclosed facility featuring a minimum of 2 playing courts. (AR)
- Walking Trails - at least 2,000 feet consisting of a paved asphalt or concrete surface, 4 feet in width. Multiuse paths can constitute walking trails so long as they are appropriately demarcated to designate that at least four feet (4') of the width is solely for pedestrian use. (AR)
- Community Garden of approximately 2,000 square feet with utility building and cinder walkways demarcating planting beds. (AR)
- A Baseball Field - (reg.) regulation size or (LL) little league size

- **A Softball Field - regulation size (adult)**
- **A Soccer Field regulation size**
- **A Multituse Field - football and soccer**
- **A Multituse Field -football and baseball**
- **A Lake with access by paved trails (AR)**
- **A regulation-size basketball court with two backboards, hoops, and net structures**
- **City-Provided Amenities.** Upon application by the owner or developer, however, the City reserves the right to reduce, eliminate, or modify this requirement if: (1) the landowner or developer tenders to the City or its designee funds, equal to the amount which would be expended by the developer to design and construct the amenities required under this subsection; (2) the City or its designee confirms that the funds deposited will be used for design and construction of amenities benefiting the public at large, consistent with applicable law; (3) the City or its designee accepts such funds and exercises the right to reduce, eliminate, or modify the amenities requirement in this subsection in a manner and to a degree acceptable to the landowner or developer; (4) the City or its designee places such funds in escrow to be used solely for the purposes outlined in this section; and (5) all documents necessary to satisfy this section are executed, subject to approval by the City Attorney as to form. In determining whether to reduce, eliminate, or modify the amenities requirement under this subsection, the City or its designee shall consider whether doing so will promote public health, safety, and welfare by enabling the public at large to receive higher quality amenities in a more cost-efficient manner than would be provided by the developer. Land that would have been necessary to construct the amenities shall be maintained as open space within the development.

- (q) **Water system:** City or Henry County Water Authority water system required.
- (r) **Sewerage system:** Public Sanitary sewer required;
- (s) **Landscape requirements.** See the City of Locust Grove Landscaping Ordinance.
- (t) **Vegetated buffers of a minimum width of 25 feet shall be maintained along a development's exterior boundaries unless otherwise approved on the PR-5 development plan as part of infill development.**
  - a. **Buffer shall be left undisturbed throughout development, unless otherwise required for enhancement with earthen berms or structural buffer walls or fencing.**
  - b. **Buffer may count as part of the required open space only if located outside of a building lot.**

#### **I. Miscellaneous Provisions.**

- (1) **Maximum allowable net density shall not exceed the stated density in dwelling units per net usable acre (du/ acre), on the PR-5 development plan.**

(2) **Impervious Cover Requirements.** The PR-5 development plan shall demonstrate that the development will comply with all impervious cover requirements set forth in the City Zoning Ordinance, Watershed District Ordinances, Wetland Ordinance, Soil Erosion and Sedimentation Control Ordinance, and Stormwater Runoff Ordinance, as applicable. Compliance with the impervious requirements shall be certified by a licensed surveyor, engineer or architect licensed in the State of Georgia.

(3) To the extent common areas, recreational facilities, and amenities are constructed by a landowner or developer pursuant to this ordinance, they shall ultimately be transferred to, owned by, and maintained by a mandatory property owner's association, as established in accordance with state law, and restrictive covenants and bylaws consistent with this requirement shall be recorded prior to receiving a building permit for any dwelling unit located in this classification.

(4) In the event of a conflict between this Ordinance and any other ordinance or development agreement provision, the terms of this Ordinance shall control.

(5) Failure to comply with any of the requirements set forth herein will entitle the City or its designee to suspend any and all permits issued concerning the development, including building permits, to issue a stop work order, and to take other measures designed to ensure compliance with this Section, to the extent provided by law.

(6) **Phased development:** Fifty percent (50%) of recreational facilities and amenities shall be constructed prior to issuance of certificates of occupancy for fifty percent (50%) of the houses. The remaining recreational facilities and amenities shall be completed prior to issuance of certificates of occupancy for eighty percent (80%) of the houses. A sworn certificate shall be submitted to the City or its designee prior to issuance of certificates of occupancy for eighty percent (80%) of the houses confirming compliance with this Section and all requirements imposed by the Locust Grove Watershed District ordinance.

#### J. PR-5 revisions.

- (1) **Minor changes.** Changes proposed in writing by the applicant that do not alter district boundaries and that involve revision of minor characteristics of a PR-5 development, such as reduction in residential density, increases in lot size, lot widths, or lot setbacks, relocation of driveways, minor facade details, drainage structures, number of required parking spaces, and other features that do not materially affect the approved plan concept or violate any other applicable regulations, may be considered by the Mayor and Council after staff review and recommendation.
- (2) **Major changes.** Changes proposed in writing by the applicant that alter district boundaries or that materially affect the characteristics or functionality of the PR-5 development, such as changes in the general layout of buildings and their environs on the site, changes to the district regulations, or landscaping shall be submitted under the provisions of Article XVI pertaining to zoning changes and ordinance amendments, and may be considered by the Mayor and City Council after staff's review and recommendation and holding a noticed public hearing consistent with that for rezoning. Increases to initially-approved residential density or less stringent architectural standards constitute major changes.
- (3) The City shall establish fees for revision applications.

**SECTION 3. Codification.** This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 4. Severability.**

A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other Section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.

**SECTION 5. Repeal of Conflicting Provision.** Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6. Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this 5 day of September, 2017.

  
Robert S. Price, Mayor

ATTEST:

  
Misty Titshaw, City Clerk

(Seal)



## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248  
Phone: (770) 957-5043  
Facsimile (770) 954-1223

### Item Coversheet

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**Item:**           **The Beverly J. Searles Foundation has requested that their rezoning and conditional use requests be withdrawn.**

**Action Item:**                      **Yes**                      **No**

**Public Hearing Item:**              **Yes**                      **No**

**Executive Session Item:**          **Yes**                      **No**

**Advertised Date:**                   **September 2, 2020**

**Budget Item:**                       **No**

**Date Received:**                   **June 24, 2020**

**Workshop Date:**                   **September 21, 2020**

**Regular Meeting Date:**           **October 5, 2020**

**Discussion:**

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On Thursday, October 1, 2020 at 1:41 p.m., the Community Development Department received a formal request via e-mail to withdraw case numbers: RZ-20-07-01 and CU-20-07-02. The applicants request to withdraw their items is subject to the Mayor and Council accepting or denying the requests.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REZONE APPROXIMATELY 21.9+/- ACRES LOCATED AT 162 INDIAN CREEK ROAD IN LAND LOT 168 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

**WHEREAS**, Beverly J. Searles Foundation, of Roswell, GA (the “Applicant”), requests rezoning from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) for property located at 162 Indian Creek Road (Parcels 129-01047000 & 129-01046005) in land lot 168 of the 2nd District (the “Property), attached hereto as **Exhibit A**; and,

**WHEREAS**, the Applicant filed a request to rezone the Property on June 24, 2020 as shown in the application attached hereto and incorporated herein by reference as **Exhibit B**; and,

**WHEREAS**, the Applicant filed a companion request for a Conditional Use; and,

**WHEREAS**, the Applicant’s request has been reviewed by the Mayor and City Council at a Public Hearing held on September 21, 2020 as well as by the City Community Development Director; and,

**WHEREAS**, the Applicant requested that the Property be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) to develop a 238-unit Senior Housing Development; and,

**WHEREAS**, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,



**WHEREAS**, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Staff Report.

**THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:**

1.

- That the request for rezoning is hereby **APPROVED**.
- That the request for rezoning is hereby **DENIED**.

2.

That the use of the Property is subject to:

- The condition(s) set forth on **Exhibit D** attached hereto and incorporated herein by reference.
- The terms of the Development Agreement attached hereto as **Exhibit D** and incorporated herein by reference.
- If no **Exhibit D** is attached hereto, then the property is zoned without conditions.

3.

That, if the request is granted, the official zoning map for the City is hereby amended to reflect such zoning classification for the property.

4.

That, if granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

**SO ORDAINED** by the Council of this City this 5<sup>th</sup> day of October 2020.

\_\_\_\_\_  
**ROBERT S. PRICE, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MISTY SPURLING, City Clerk**

**(Seal)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**

**EXHIBIT A**



# REZONING EVALUATION REPORT

FILE: RZ-20-07-01

September 21, 2020

REZONING R-3 TO PR-5

## Property Information

Tax ID	129-01047000 & 129-01046005
Location/address	Land Lot 168 of the 2 <sup>nd</sup> District 162 Indian Creek Road
Parcel Size	21.9 +/- acres
Current Zoning	R-3 (Single Family Residential)
Request	Rezoning to PR-5 (Urban Infill/Active Adult Planned Residential)
Proposed Use	238-unit four story senior housing development
Existing Land Use	Vacant
Future Land Use	Mixed Historic Neighborhood
Recommendation	Approval with Conditions

## Summary

David Russell, agent for Beverly J. Searles Foundation, of Roswell, GA (the "Applicant"), requests rezoning from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) for property located at 162 Indian Creek Road (Parcels 129-01047000 & 129-01046005) in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

The subject property is currently vacant, undeveloped, abuts a Residential Multi-family Townhome subdivision to the west. There existing pond on the subject property will likely need an environmental assessment to determine its health and sustainability as part of the proposed development. According to the applicant's letter of intent, the proposed senior housing development will consist of interior social spaces such as a billiards room, club room, game room, theatre, great room, hair salon, and library. Proposed exterior amenities include an outdoor kitchen and grill area, pavilion, resident gardens, koi pond, and walking paths.

### Future Land Use

The subject property is contained within an area identified on the Future Land Use Map as Mixed Historic Neighborhood. This classification area is primarily east of the railroad



# REZONING EVALUATION REPORT

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September 21, 2020

REZONING R-3 TO PR-5

along Highway 42 and along areas SW of the Central Business District. This area is reserved for the preservation of the existing historic residential buildings that may be transformed into professional offices, tourist-related uses, upscale dining facilities or personal services establishments. The main focus is along the Jackson Street Corridor and may have areas for residential uses with densities up to 2.5 dwelling units per acre. All existing structures should be preserved, and all new construction should be of similar architectural style. Typical zoning district(s) under current ordinance would be R-2 and R-3 residential districts, OI (office and institutional) and/or Conditional Uses as appropriate for tourist-related, personal services, and other facilities.

### Concurrent Conditional Use request

The Applicant has filed a concurrent Conditional Use application to allow a Senior Housing Development.

### Livable Centers Initiative (LCI) Overlay

The subject property is also located in the City of Locust Grove Livable Centers Initiative (LCI) Emerging South District. The objective of this district is to encourage residential developments consisting of a variety of housing options and multi-modal connectivity options. This area provides various connectivity options to areas of active and passive recreation and links the Gateway District and the Historic District; therefore, any uses that compete with uses in these adjoining districts are discouraged.

### Development of Regional Impact (DRI)

The subject property does not trigger the Georgia Department of Community Affairs (DCA) threshold for a Development of Regional Impact (DRI). For Housing Developments in Rural and Developing Rural areas, the threshold is 400 new units. For Housing Developments in Maturing Neighborhoods, Established Suburbs, Developing Suburbs, and other places not mentioned, the threshold is 500 new units. The Applicant is proposing 238 new units for the subject property.

## Service Delivery / Infrastructure

**Water and Sewer:** A city water and sewer capacity form, received June 15, 2020, confirms that the subject property is within the current water and sewer delivery area and has access to adequate water supply. The city has adequate sewer treatment capacity for the proposed project.



# REZONING EVALUATION REPORT

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## REZONING R-3 TO PR-5

**Land Use:** The site must be in compliance with the requirements set forth in the City's PR-5 (Urban Infill/Active Adult Planned Residential) zoning district as well as development standards established in Title 15 of the City Code, including Watershed Protection standards, as applicable to the site.

**Police Services:** The subject property is in the existing city limits and will remain on a regular patrol route. Future development of this area may require additional police patrol for crime prevention and traffic control.

**Fire:** Fire and emergency services will be performed by Henry County as is similar with other portions of the city as defined by the Service Delivery Strategy.

**Transportation Impacts:** This 21.9 +/- acre tract will contain 238 age-restricted senior apartment attached units. The Institute of Transportation Engineers Trip Generation Manual, 7th Edition assigns a rate of 3.48 weekday trips per house in a senior adult attached housing development ; however, caution should be shown as this rate is based on a wide variety of studies including active, working residents and older, retired residents.

Under the current plan, this active adult development will yield approximately 828 trips on average per weekday.

The Joint Henry County/Cities Comprehensive Transportation Plan ("CTP") classifies Indian Creek Road and Tanger Boulevard as a Rural Local Road and a Minor Arterial Roadway, respectively. Rural local roads provide a lower level of service primarily as access to land with little to no through movement. Minor arterials provide a high level of service at high to moderate speeds with some degree of access control.

Impact. Impacts to the existing transportation system should be minor. Tanger Boulevard has existing capacity to move vehicles to either Bill Gardner Parkway or State Route 42 with no decrease in the existing Level of Service.

## Criteria for Evaluation of Rezoning Request

### Section 17.04.315 Procedure for Hearing before City Council.



# REZONING EVALUATION REPORT

FILE: RZ-20-07-01

September 21, 2020

REZONING R-3 TO PR-5

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. The main impact here will be transitioning vacant property to an age-targeted active-adult senior housing development with 238 units. Traffic volumes will increase; however, these increased volumes can be absorbed into the existing transportation network as detailed in the *Transportation Impacts* above. Each apartment unit will pay an impact fee prior to occupancy. A percentage of this fee will go to offset the impact to the transportation system as a whole.
  - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. The request will allow a higher, more permissive zoning use (PR-5) that will be more consistent with the future land use and LCI designations of the subject property.
  - (3) **Consistency with the Land Use Plan.** The Applicant's request is consistent with the Mixed Historic Neighborhood future land use designation.
  - (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** There will be an impact on infrastructure in the area. These impacts were anticipated by and can be mitigated through improvements made via the collection of impact fees. Each unit will pay approximately \$3,756.84 in water and sewer impact fees (\$894,127.92) and approximately \$1,446.33 in development impact fees (\$474,396.24).
  - (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** The development will have an impact on the surrounding area in terms of traffic; however, Tanger Boulevard has enough capacity to absorb the increase. Sidewalks will be required that tie into the existing, larger network to promote non-vehicular mobility.

*Preserving the Past... .... Planning the Future*



# REZONING EVALUATION REPORT

FILE: RZ-20-07-01

September 21, 2020

REZONING R-3 TO PR-5

- (6) **The impact upon adjacent property owners should the request be approved.** Impacts to adjacent property owners will include increases in traffic and population. Immediate neighboring properties consist of a mobile home park to the south and a detached townhome community to the north. As such, this development would be relatively consistent in impact or slightly better given the ability to establish buffers, landscaping, and better connectivity.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Developing the subject property as it is currently zoned does not provide the highest and best use for the land. The property is adjacent to land zoned for high density residential developments. The city's comprehensive land use plan encourages age targeted developments that meet our aging community' need. The other option would be large-scale multifamily dwelling, but the impact on the site and the surrounding area would be far greater and is not supported by demand in the area, nor is it a stated goal of the City's comprehensive plan.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** There are no known physical conditions or limitations that could preclude the use of the site; however, the developer will be required to protect and buffer any and all streams and other environmentally-sensitive areas that may be located on the subject property in accordance with the City's Watershed Protection and Stream Buffer Ordinances.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** The merits of the requested change are consistent with the goals of the Locust Grove Town Center LCI to provide more diverse housing opportunities, particularly for areas lying in the Emerging South District.





# REZONING EVALUATION REPORT

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REZONING R-3 TO PR-5

## Comments

One of the stated goals of the LCI's Emerging South District is to provide a variety of housing options. Currently, there exists detached single-family housing on varying lot sizes in the vicinity. This proposal seeks to introduce an age-restricted apartment complex similar in scope and nature to the existing Shoal Creek Manor.

### Active Adult Housing for Older Persons<sup>1</sup>

The Atlanta region is experiencing an unprecedented demographic shift as Baby Boomers (born in the 1940s) age and people live longer. By 2040, one out of every five residents will be over the age of sixty.

*Table 1: US Census Data, provided by the Atlanta Regional Commission, details the City of Locust Grove's upward trend when it comes to the population of residents 55 and older living in the City:*

YEAR	POPULATION	POPULATION OVER 55
2010	5,402	816 (15.1%)
2017	6,493	1,311 (20.2%)
2022	7,162	1,611 (22.5%)

The Applicant intends to develop this property as a 55 and older community. By following the guidelines listed below, the community will be marketed towards older persons with specific prohibitions in place to keep the community in conformance with the laws further detailed below.

The *Fair Housing Act of 1968* (the "Act") prohibits discrimination in housing and real estate transactions based on race, color, religion, sex, national origin, handicap and familial status (in general, the presence of children under the age of 18 in the household). The Act contained a provision exempting "senior" housing from the prohibition against familial status discrimination.

In 1995, an amendment to the Act, known as the *Housing for Older Persons Act* ("HOPA"), was signed into law. HOPA modified the statutory definition in the Act of



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housing for older persons as housing intended and operated for occupancy by at least one person 55 years of age or older per unit.

Furthermore, HOPA requires such 55 and older communities to comply with the following procedures:

1. At least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older
2. The housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
3. The housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall--
  - a. provide for verification by reliable surveys and affidavits; and
  - b. include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

Currently in the City, there are three age-targeted facilities:

1. Shoal Creek Manor
2. Carleton Cove at Locust Grove Station
3. Havenwoon Grove (*under construction*)

## Recommendations

Staff recommends APPROVAL of the applicants rezoning request with the following conditions:

1. The property shall be development in accordance with the details illustrated and listed on the site plan submitted by Martin Riley Associates – Architects, P.C., dated July 2, 2020, as amended, and adopted by the Locust Grove City Council.
2. At the developer's expense, connection to water/sewer shall be provided with all necessary improvements.
3. The developer shall extend Palmetto Street, connecting Frances Ward Drive and Tanger Boulevard.

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4. Cul-de-sac turnarounds shall be completed at the termination of Pearl Street and Sarasota Lane, with alternative connection of the two streets.
5. The intersection of Indian Creek Road and Frances Ward Drive shall be improved with appropriate site distance.
6. The development shall only be developed per the approval of Conditional Use case number: CU-20-07-02

**MIRA**

**MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.**  
 216 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3339 404-578-2800

**LOCUST GROVE APARTMENTS**  
 LOCUST GROVE, GA

**15**

DATE: 09-11-20  
 DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 PROJECT NO: [ ]

**PROPERTY, LIMIT, ACCESS**

FRANCIS WARD DRIVE (APPROXIMATE ADJ. ROW)  
 INDIAN CREEK ROAD (APPROXIMATE ADJ. ROW)  
 OWEN ELLEN LN.  
 HANSEN DRIVE (APPROXIMATE ADJ. ROW)  
 PALMETTO ST. (APPROXIMATE ADJ. ROW)  
 SARASOTA LN. (APPROXIMATE ADJ. ROW)  
 PEARL ST. (APPROXIMATE ADJ. ROW)  
 SIESTA KEY CT. (APPROXIMATE ADJ. ROW)

**GENERAL NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DECATUR ORDINANCES AND THE GEORGIA STATE DEPARTMENT OF TRANSPORTATION (DOT) SPECIFICATIONS.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DECATUR AND THE STATE OF GEORGIA.
3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
5. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED.
6. THE DEVELOPER SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND SIDEWALKS UNLESS OTHERWISE NOTED.
7. THE DEVELOPER SHALL MAINTAIN ALL EXISTING FENCES AND WALLS UNLESS OTHERWISE NOTED.
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**SEARLES FOUNDATION**

**PLANNING AND DESIGN**

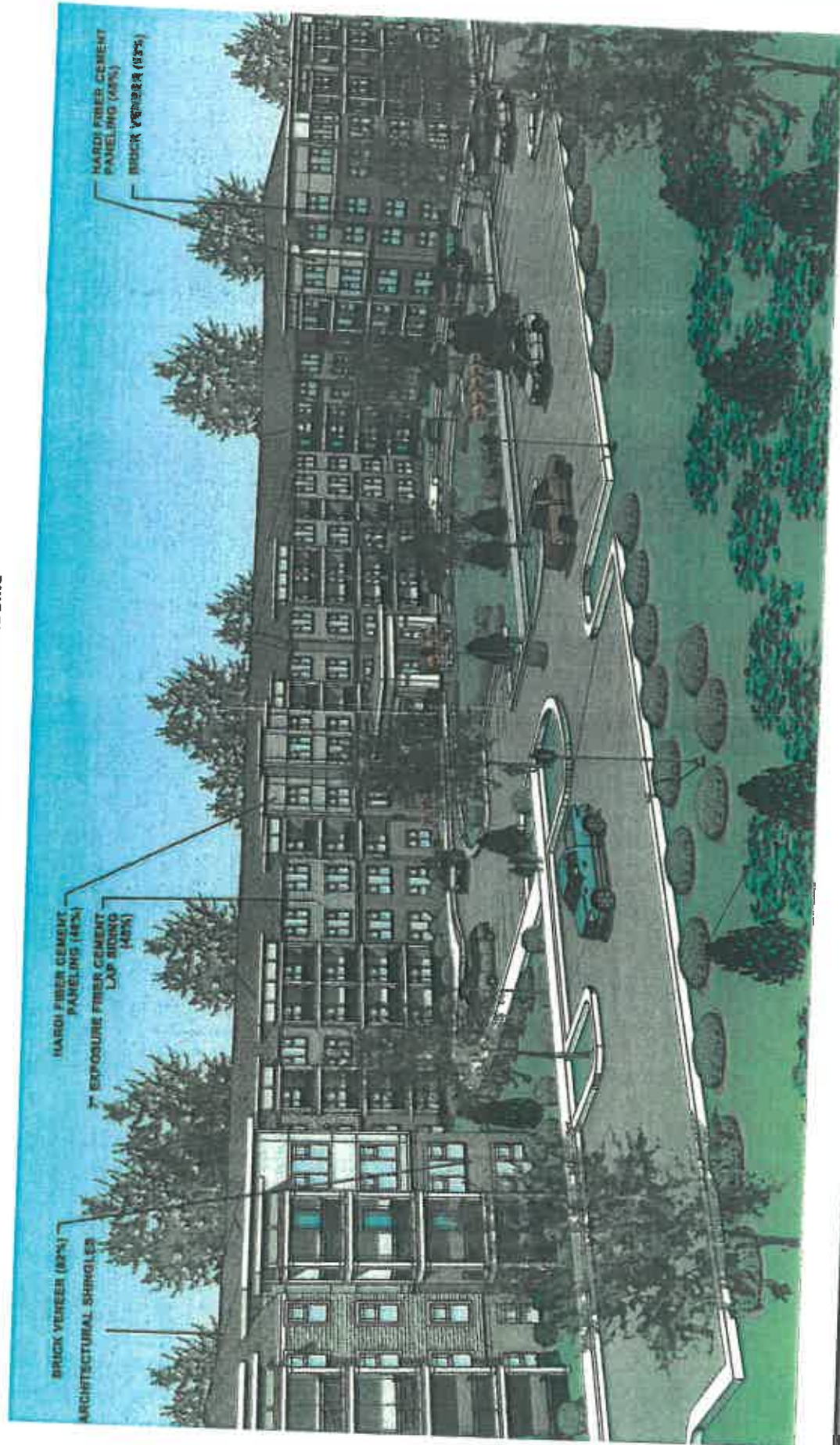
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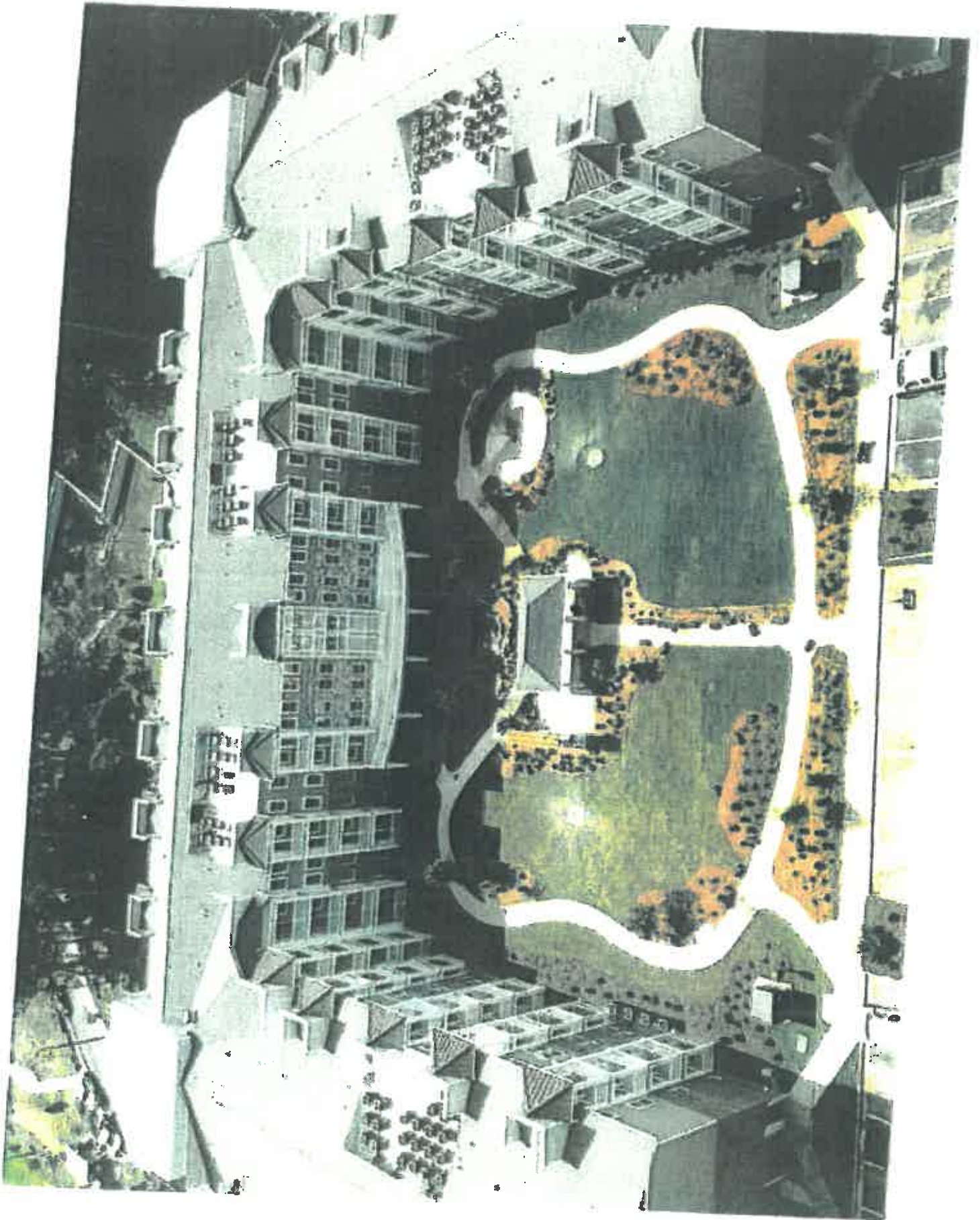


# LOCUST GROVE

IndianCreek road, Francis Ward Drive



• MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C. •







Overview



Legend

- Parcels
- Roads

<b>Parcel ID</b>	129-01047000	<b>Class</b>	R	<b>Owner</b>	BRIDLE CREEK INVESTORS LLC	<b>Land Value:</b>	\$205,800					
<b>Property Address</b>	162 INDIAN CREEK RD	<b>Acreeage</b>	20	<b>Address</b>	1400 BUFORD HWY #A-2	<b>Building Value:</b>	\$0	<b>Last 2 Sales</b>				
<b>District</b>	City/LocustGrove				SUGAR HILL GA 30518	<b>Misc Value:</b>	\$0	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>	
							<b>Total Value:</b>	\$205,800	10/19/2018	\$0	CORPORATE U	
									3/7/2013	\$340,000	n/a	Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 9/15/2020

Last Data Uploaded: 9/15/2020 1:14:31 AM

Developed by Schneider  
GEO SPATIAL





Parcel ID	129-01047000	Class	R	Owner	BRIDLE CREEK INVESTORS LLC	Land Value:	\$205,800				
Property Address	162 INDIAN CREEK RD	Acreeage	20	Address	1400 BUFORD HWY #A-2	Building Value:	\$0	Last 2 Sales			
District	City/Locust Grove				SUGAR HILL GA 30518	Misc Value:	\$0	Date	Price	Reason	Qual
						Total Value:	\$205,800	10/19/2018	\$0	CORPORATE	U
								3/7/2013	\$340,000	n/a	Q

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

This zoning map is subject to change at any time. The official version of the Zoning map resides within the City of Locust Grove Community Development Department. Please contact the City of Locust Grove Community Development Department at 770-957-5043 to verify current zoning.

# FUTURE LAND USE MAP



**Legend - Land Use**

**PLJ0010**  
- all other values

**PLJ0000**

- General Town Center
- Central Business District
- Neighborhood Neighborhood
- Neighborhood Neighborhood
- Neighborhood District
- Other

**Professional/Health Care**

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Very High Density - County
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Commercial - County
- Service Commercial
- Industrial
- Trans., Comm., Utilities
- Parks, Recreation, Open

**0-21-11**

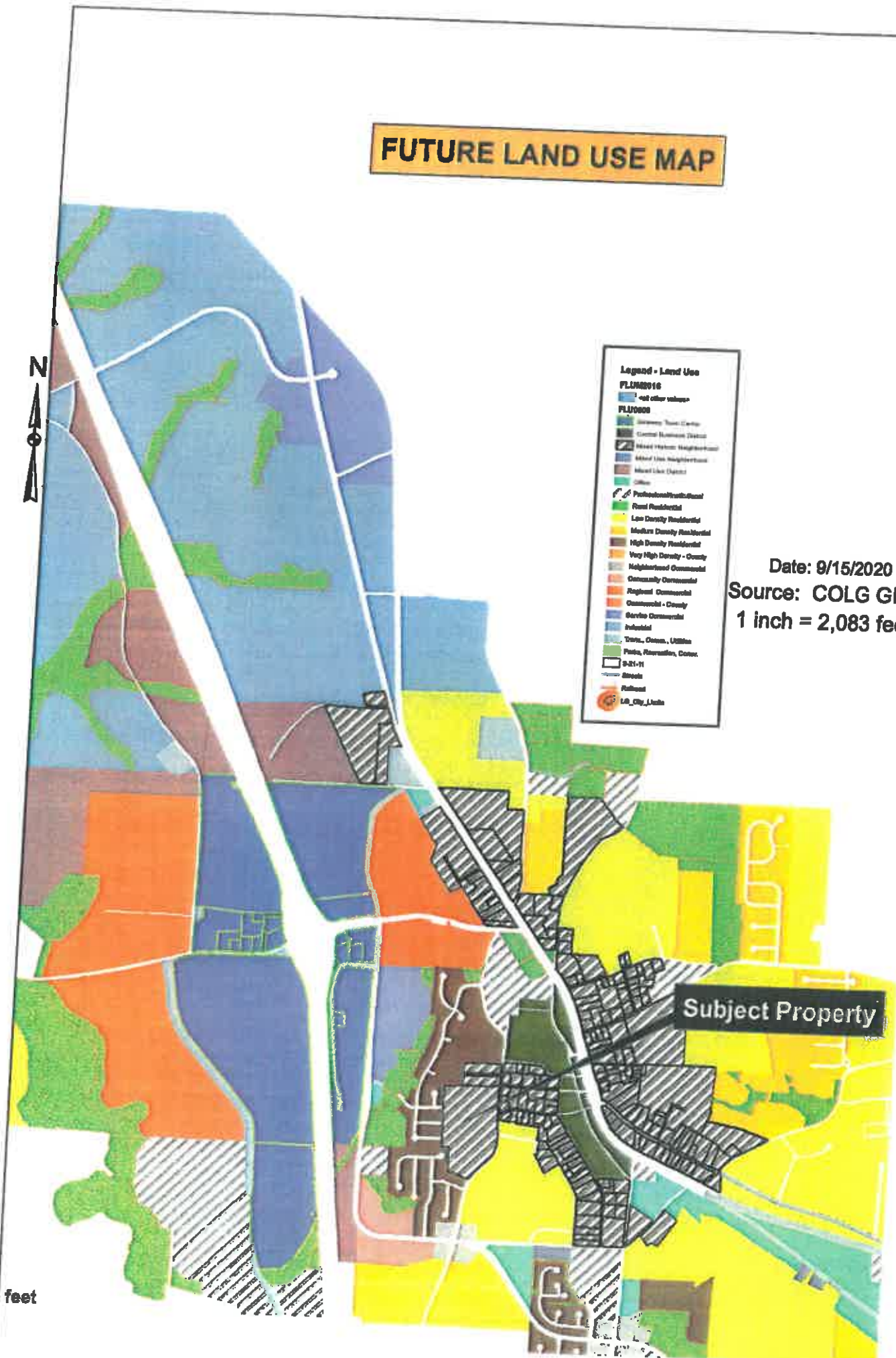
- Streets
- Railroad
- LA City Logo

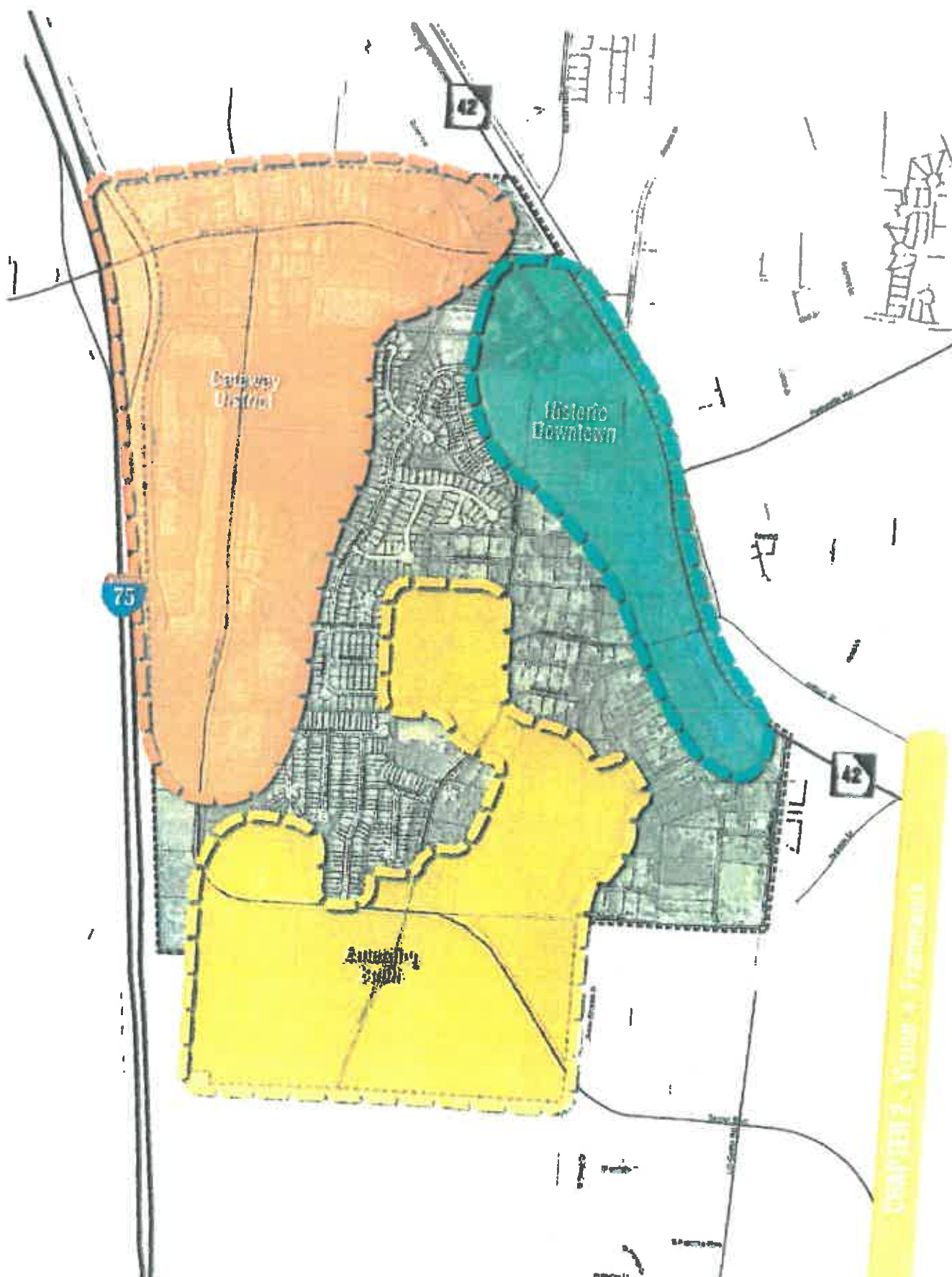
Date: 9/15/2020  
Source: COLG GIS  
1 inch = 2,083 feet

**Subject Property**



1 inch = 2,083 feet





Gateway District

Historic Downtown

Authority Park

75

42

42

CHAPTER 2. Vision + Frameworks

**EXHIBIT B**

... in The Process

### Request for Zoning Map Amendment

Name of Applicant Beverly J. Searles Foundation Phone: \_\_\_\_\_ Date: June 24, 2020

Address Applicant: 4182 Westchester Trace Fax \_\_\_\_\_ Pager/Cell # \_\_\_\_\_

City: Roswell State: GA Zip: 30075 E-mail: dwrussell@gmail.com

Name of Agent David Russell Phone: 404.808.3828 Date: June 24, 2020

Address Agent: Same as above Fax \_\_\_\_\_ Pager/Cell # \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review  Conditional Use  Conditional Exception  Modifications to Zoning Conditions

Variance  Rezoning  DRI Review/Concurrent

Request from Med-high SF R-3 to PR-5 Adult Planned Residential District  
(Current zoning) (Requested zoning)

For the Purpose of Senior Housing  
(Type of Development)

Address of Property: 162 Indian Creek Rd., Locust Grove

Nearest intersection to the property: Indian Creek Rd. and Frances Ward Dr.

Size of Tract: 21.807 acre(s), Land Lot Number(s): 188 District(s): 2nd

Gross Density: 10.88 units per acre Net Density: 10.88 units per acre

Property Tax Parcel Number: 129-01047000, 129-01046005 (required)



David Russell  
Signature of Applicant

[Signature]  
Signature of Owner(s)

DAVID RUSSELL  
Printed Name of Owner(s)

BEVERLY J. SEARLES FOUNDATION  
Signature of Agent

Application checked by: \_\_\_\_\_ Date: \_\_\_\_\_ Map Number(s): \_\_\_\_\_  
Cash \_\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_ (FEES ARE NON-REFUNDABLE)

Pre-application meeting: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_

Council Decision: \_\_\_\_\_ Ordinance: \_\_\_\_\_

Date Mapped in GIS: \_\_\_\_\_ Date: \_\_\_\_\_

DRI Number: \_\_\_\_\_ NOD Date: \_\_\_\_\_

### Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
Yes \_\_\_\_\_ No   x  

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Henry County Board of Commissioners within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Commissioner/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

David Russell  
Applicant's Name - Printed

  
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this   2   day of   JULY  , 2013.



  
Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



**Letter of Intent**

**Frances Ward Senior Village**

**162 Indian Creek Rd., Locust Grove**

The Beverly J. Searles Foundation intends to build a 238-unit senior housing development on the 21.9 acres at 162 Indian Creek Rd. Site is comprised of 2 parcels (129-01047000 & 129-01046005). Current zoning is Med-High SF R-3. Requested zoning is PR-5 Urban Infill/Active Adult Planned Residential District.

Building is 4 stories. Interior amenities will include social spaces such as billiards room, club room, game rooms, theatre, great room, hair salon, and library. Exterior amenities outdoor kitchen/grill area, pavilion, resident gardens, koi pond, fire pit, and walking paths.

Site is serviced by public water and sewer. A letter requesting sewer and water availability was submitted on 6/2/20.

**Parking:**

Property is requesting 210 parking spaces. This works out to a ratio of 0.88 parking spaces per unit. This is consistent with what we have built in similar projects. It is not in our interest to build less spaces than what we need as this would negatively impact leasing. We find that this amount of parking is more than adequate to meet the needs of our residents. Building additional parking creates more impervious surface which in turn creates more run-off for to account. Surplus parking also detracts from the amount of green space surrounding the site. Another issue that we have encountered is that neighbors fear by having too much parking it means that the property will one day be converted to general occupancy as opposed to senior housing.

Attached are the results of the Institute of Transportation Engineers projected peak parking for Senior Housing at 0.59 parking stalls per residential unit.

Below is a breakdown of parking for our portfolio of similar properties:

<u>Name and Type of Community</u>	<u>No. of Units</u>	<u>IL Units</u>	<u>Parking Spaces</u>	<u>Occ. Spaces</u>	<u>Parking Occ. Percent (cars/spaces)</u>	<u>Parking Occ. Percent (cars/UNITS)</u>	<u>Ratio of Spaces to Units</u>
<u>BJS Communities (Independent Living)</u>							
Myrtle Terraces	84	84	72	59	81.94%	70.24%	0.86
Sweetwater Terraces	165	165	112	62	55.36%	37.58%	0.68
Antloch Manor	120	120	96	56	58.33%	46.67%	0.80
Lillie R Campbell	96	96	82	62	75.61%	64.58%	0.85

**Building Material:**

See Elevation for detail of building materials. There will be a combination of brick and fiber cement board used for siding. Roof will have architectural shingles. Walking paths will be concrete. Parking lot will be asphalt.



Plant Material List:

PLANT SCHEDULE

37	SAVANNAH HOLLY	<i>Ilex attenuata Savannah</i>	4-6' Ht
13	FRAGRANT TEA OLIVE	<i>OSMANTHUS fragrans</i>	15 GAL
06	PINK JAPANESE CAMELIA	<i>CAMELIA japonica</i>	15 GAL
19	OAKLEAF HYDRANGEA	<i>HYDRANGEA quercifolia</i>	7 GAL
115	PINK GUMPO AZALEA	RHODO. Pink Gumpo	3 GAL
303	MUHLY GRASS	<i>MUHLENBERGIA capillaris</i>	3 GAL
32	SKY PENCIL HOLLY	<i>ILEX cornuta 'Sky Pencil'</i>	4' Ht.
57	KNOCKOUT ROSE	ROSA spp.	3 GAL
209	HARBOR DWARF NANDINA	NANDINA dom. Harbor Dwf.	3 GAL
469	LOROPETALUM 'DARUMA'	LOR. clib. Daruma Dwarf	3 GAL
38	JAPANESE FATSIA	<i>FATSIA japonica</i>	7 GAL
15	GREEN LEAF AUCUBA	<i>AUCUBA japonica</i>	3 GAL
189	DWARF GARDENIA	<i>GARDENIA radicans nana</i>	3 GAL
46	CAST IRON PLANT	<i>ASPIDISTRA elatior</i>	3 GAL
346	DWARF CARISSA HOLLY	<i>ILEX cornuta carissa</i>	3 GAL
17	AUTUMN FERN	<i>DRYOPTERIS erythrosora</i>	3 GAL
297	ROSE CREEK ABELIA	<i>ABELIA grandiflora 'Rose Creek'</i>	3 GAL
16	ROSE CREEK ABELIA	<i>ABELIA 'Rose Creek'</i>	3 GAL
16	PURPLE PIXIE LOROPET.	<i>LOROPET. chinense 'Peack'</i>	3 GAL
21	SHENANDOAH SWITCH GRASS	<i>PANICUM virgatum 'Shenandoah'</i>	3 GAL
616	SARGENTS JUNIPER	<i>Juniperus sargentii 36"oc</i>	1 GAL
99	STELLA D'ORA DAYLILY	HEM. Stella d'Ora	1 GAL
1143 VAR.	LIRIOPE	<i>LIRIOPE muscari Sil.Sunproof</i>	4" POT

**David Russell**

---

**From:** JEFF HERMAN <jeffherman@bellsouth.net>  
**Sent:** Friday, July 3, 2020 1:03 PM  
**To:** dwrussell@gmail.com  
**Subject:** Zoning

David as the owner of parcels 129-01047000 and 129-01046005 I am aware and approve the rezoning of the property to PR-5, Adult planned residential district. Jeff Herman, Managing Member of Bridle Creek Investors LLC.

Sent from my iPhone

## PROPERTY DESCRIPTION

Being all that tract or parcel of land lying within the City of Locust Grove and being in Land Lots 188 & 185, 2<sup>nd</sup> District of Henry County, Georgia and being more particularly described as follows:

Beginning for the same at a 1 inch open top pipe found on the common line between aforesaid Land Lots 188 & 185 of the aforesaid District, said point also being at the southeast corner of Lot 20 of a subdivision entitled "Tanger Ridge", and recorded among the Land Records of Henry County, Georgia in Plat Book 30, Page 252, and said point being at State Plane Coordinate (Georgia West Zone) of North: 1,216,231.03; East: 2,311,882.11; thence, leaving the said Point of Beginning and running

1. North 00° 31' 12" East, 1,014.56 feet to a 2 inch open top pipe found at the northeast corner of Lot 53 of the aforesaid subdivision, said point also being at the southernmost corner of Lot 131 of a subdivision entitled "Patriot's Point", and recorded among the aforesaid Land Records in Plat Book 44, Page 177; thence, running with the south line of the said Patriot's Point subdivision
2. North 88° 38' 10" East, 271.18 feet to the southeast corner of Lot 128 of Patriot's Point subdivision; thence, running
3. South 88° 42' 28" East, 622.00 feet to a point on the West Right of Way Line of Frances Ward Drive (an apparent 40 feet wide right of way); thence, running with the said line of Frances Ward Drive
4. South 02° 03' 01" West, 207.00 feet; thence,
5. 181.91 feet along the arc of a curve deflecting to the left, having a radius of 1,781.17 feet and a chord bearing and distance of South 03° 17' 36" East, 181.83 feet; thence,
6. South 01° 17' 26" East, 468.18 feet along the aforesaid West Line of Frances Ward Drive as the road name changes to Indian Creek Road; thence, continuing along Indian Creek Road
7. North 75° 08' 57" East, 0.63 feet; thence,
8. 419.28 feet along the arc of a curve deflecting to the right, having a radius of 550.00 feet and a chord bearing and distance of South 22° 28' 36" West, 408.17 feet; thence,
9. South 44° 18' 51" West, 8.34 feet; thence,
10. North 67° 40' 32" West, 21.14 feet to a 3/8 inch rebar found; thence, leaving the aforesaid line of Indian Creek Road and running adjacent to the property now or formerly owned by Terry L. McHicks, as described in a deed recorded among the aforesaid Land Records in Deed Book 546, Page 281
11. North 42° 37' 27" West, 310.55 feet to a 1 inch open top pipe found; thence,
12. South 88° 58' 31" West, 399.71 feet to a 3/8 inch rebar found; thence,
13. South 88° 57' 32" West, 124.83 feet to the Point of Beginning, containing 857,024 square feet or 21.9702 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.





### City Water and Sewer Service Capacity Form:

Please fill out the necessary items above for determination of available capacity for water and sewer service.

Applicant: Finneas Wheel Sewer Village, LP

Address/Location of Resolving Request: 182 Indian Creek Rd, Louisa Grove

Type of Project: Commercial  Residential  Mixed Use

For residential or mixed-use residential, number of lots or units: 208

For commercial, amount of square feet: \_\_\_\_\_

Estimated water usage: 2000 y/d (GALLONS)

Estimated sewer usage: 2000 y/d (GALLONS)

#### STAFF ANALYSIS

Is this project within current water and sewer delivery area: Yes

Does the project have access to adequate water supply: Yes

Does city have adequate sewer treatment capacity for this project: Yes

Are any improvements required as a result of this project: \_\_\_\_\_

If so, what types of improvements are necessary?  
Sewer available pending Entergy for growth

POST GROVE COMMUNITY DEVELOPMENT  
POST GROVE STORMWATER DIVISION  
LATEST REVISION ON GIS JANUARY 31, 2020



Scale = 300:1



**Legend**

- Sewer Lines  
    <all other values>
- LINE\_TYPE
- Force
- Gravel
- Sewer Manholes
- LG Permits

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") results from Buyer's offer as of April 29, 2020, by and between Bridle Creek Investors, LLC ("Seller") and Beverly J. Searles Foundation, Inc., a Georgia not-for-profit corporation ("Buyer"). The Effective Date shall be deemed five (5) business days after the date of that both Buyer and Seller have executed this Agreement.

### **W I T N E S S E T H:**

WHEREAS, the parties desire to enter into an Agreement for the purchase and sale of certain real property as described herein.

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto intending to be legally bound hereby, do covenant and agree as follows:

1. **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase the land lying and being Parcel ID#129-0104700 and Parcel ID#129-01046005 according to the Henry County, Georgia Tax Assessors Office. The parcels are located respectively at 162 Indian Creek Road and 208 Indian Creek Road, Locust Grove, Henry County, Georgia and total 22.466 acres more or less. The parcels are termed the "Total Property". At the Closing contemplated hereby, Purchaser shall convey the "Phase 1 Property" and "Phase 2 Property" using the legal description in the Title Commitment and Survey, plus a quitclaim deed to resolve any discrepancy between record title and the Title Commitment legal description.
2. **CONCEPT PLAN.** Approximately pursuant to Buyer's "Master Concept Plan" to be delivered during the Inspection Period (defined below), the Property shall be divided approximately as follows:
  - 2.1. "Phase 1 Property" being approximately the southerly two-thirds of the Total Property.
  - 2.2. "Phase 2 Property" being approximately the northerly one-third of the Total Property.
  - 2.3. While it is too soon to predict the final zoning authorization, Buyer's land planner AEC, Inc. will endeavor to plan approximately 238



age-restricted units on the Phase 1 Property and 100 age-restricted units on the Phase 2 Property.

3. PURCHASE PRICE for Phase 1 Property. The purchase price ("Purchase Price") for the conveyance of the Phase 1 Property shall be \$2,060,000 paid by Buyer to Seller in Cash at Closing, in immediately available funds by wire transfer.
4. CHARITABLE CONTRIBUTION of Phase 2 Property. Separate from and in addition to the Cash at Closing, Seller shall make a charitable contribution to Buyer of the Phase 2 Property at the time of the Phase 1 Closing. Buyer shall pay the cost for an appraisal of the charitable contribution land. Buyer and Appraiser shall sign IRS Form 8283 and deliver to Seller. The Form 8283 shall determine the amount of Seller's charitable contribution.
5. CLOSING.
  - 5.1. Unless otherwise agreed in writing between Buyer and Seller, the closing ("Closing") of the purchase and sale of the Property shall be held at the offices of the Escrow Agent, at 10:00 o'clock A.M. on or before ninety (90) days following the Inspection Period.
  - 5.2. At Closing Buyer shall pay to Seller, subject to the adjustments and prorations hereinafter provided for and subject to the application of the Earnest Money, the balance of the cash portion of the Purchase Price. Seller shall execute and deliver to Buyer a limited warranty deed (and quitclaim deed if requested) conveying fee simple and marketable title to the Property using the legal description derived from the Survey, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions. Seller shall also deliver (a) a non-foreign person certification, and (b) a Georgia Withholding Certification.
  - 5.3. Real property ad valorem taxes applicable to the Property shall be prorated as of the date of the Closing between the Seller and the Buyer, and said proration will be based upon the most recently available tax information and evaluation with respect to the Property or upon the actual tax bills if they have been prepared and issued. Buyer and Seller shall make adjustments between themselves post-Closing, if necessary, based on the actual tax bills for the Property, to correct the proration of taxes at Closing, and this provision shall survive Closing and the execution of the limited warranty deed.

5.4. Seller shall be responsible for all charges or assessments incurred against the Property up to and including the date of Closing, except for any such charges or assessments as may be caused by any activities of Buyer.

5.5. Seller shall pay for the State of Georgia transfer tax due in connection with the recording of the deed from Seller to Buyer, and Buyer shall pay for its costs of Closing and for the recording fees incurred in connection with the recording of the deed from the Seller. Each party shall bear its own attorney's fees and expenses of Closing.

5.6. Seller shall execute and deliver such other documents and instruments as are helpful or necessary to evidence or effectuate the transactions contemplated hereby, including, without limitation, an owner's affidavit, an authorizing resolution relative to this transaction, and any other instruments required by Buyer's title insurance company or necessary or helpful to consummate this transaction and to evidence the authority of Seller to convey the Property.

5.7. Buyer shall be entitled to two (2) three (3) month extensions of the Closing by depositing an additional \$50,000 non-refundable Earnest Money for such extension. Such extension(s) may be necessary to handle confirm final plans and permits, financing. If extended Buyer shall pay all property taxes accruing between the date of extension and date of Closing except in the event of earlier termination of this Agreement.

6. FARNEST MONEY: ESCROW AGENT

6.1. Within five (5) business days of the Effective Date Buyer will deliver to McGee & Oxford, LLP, 5855 Sandy Springs Circle, Suite 300, Atlanta, Georgia, 30328, Attention: Pearce D. Hardwick (the "Escrow Agent") the sum of \$5,000 (the "Earnest Money"). At the conclusion of the Inspection Period, Buyer will tender \$25,000 Additional Earnest Money to the Escrow Agent.

6.2. The Earnest Money shall be applied to payment of the Purchase Price due at Closing (or as otherwise provided in this Agreement). Upon written notification from Buyer and Seller that the contemplated sale is to be consummated, the Escrow Agent shall deliver the Earnest Money to the closing attorney to be applied towards the payment of the

Purchase Price, unless otherwise instructed by the parties hereto. Upon written notification signed by both Seller and Buyer that the contemplated sale shall not take place or that this Agreement is terminated, the Escrow Agent shall deliver the Earnest Money as provided in this Agreement; provided, however, a termination notice signed only by Buyer shall be required to terminate this Agreement pursuant this Agreement. The parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, the Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of the Escrow Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. In the event of a dispute between the parties hereto sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Earnest Money, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

## **7. INSPECTION PERIOD**

7.1. The Inspection Period shall begin with the Effective Date and continue until one-hundred fifty (150) days following the Effective Date. During the Inspection Period Buyer shall be entitled to test, inspect, survey and examine the Property, in order to determine, at Buyer's sole discretion, whether or not the Property is suitable for and feasible (economically and physically) to develop in accordance with Buyer's intended development plan and policies.

7.2. During the Inspection Period, Buyer shall have the right to apply for rezoning and/or conditional use permits to allow Buyer's Intended Use of the Phase 1 Property for Age-Restricted Apartments.

7.3. In the event that Buyer determines, in Buyer's sole discretion, that the Property is not suitable and feasible to Buyer's development plan and policies, Buyer shall notify Seller in writing of that determination on or before the end of the Inspection Period, and this Agreement shall terminate upon such notification, and the Escrow Agent shall immediately return the Earnest Money less \$100.00 to Buyer, and Escrow Agent shall deliver the \$100.00 so retained to Seller as consideration for Seller's performance of its obligations hereunder. In the event that Buyer does not notify the Seller of the termination of this Agreement pursuant hereto, this paragraph will be deemed to have been waived by Buyer.

7.4. Upon the Effective Date and during the term hereof, Buyer and its agents, employees, independent contractors, engineers, surveyors and other representatives shall have the right to have full and complete access to the Property for the purpose of inspecting the Property, conducting noise studies, surveys, undertaking engineering analysis, plans or examinations, percolation tests, soil tests, borings, environmental analysis or other examination, mapping or testing on the Property and to perform all activities related to any of the foregoing in any respect and for any other reasonable purpose related to the purchase of the Property or the planned development thereof as is deemed necessary or appropriate by Buyer. Buyer shall indemnify and hold Seller harmless from any liability or damage to Seller as a result of Buyer's activities on the Property, including reasonable attorney's fees actually incurred. Seller agrees to and shall within five (5) business days following the Effective Date provide to Buyer copies of all documents in Seller's possession, custody or control relating to the Property, including title insurance policies, all surveys, and all engineering tests.

8. WARRANTY OF TITLE: TITLE EXAMINATION: SURVEY

8.1. Seller hereby represents and warrants to Buyer that, as of the date hereof, record title to the Property is vested in the Seller's name, and the Seller is the record owner of fee simple title to the Property.

8.2. During the Inspection Period, Buyer may examine record title to the Property and obtain a boundary survey ("Survey") of the Property by a licensed Georgia registered land surveyor (collectively, the "Initial Title Examination") and to notify Seller of any objections affecting marketability of title to the Property based on matters of record title or

shown on the Survey other than the following: (i) general utility easements of record, if any, serving only the Property; (ii) ad valorem taxes and special assessments not yet due and payable with respect to the Property; and (iii) such other survey or title matters as expressly permitted by Buyer in writing or deemed waived pursuant to this Agreement (collectively "Permitted Exceptions"). If upon examination of record title and the Survey, title is found to be defective or objectionable, and Buyer notifies Seller in writing of such defects or objections ("Buyer's Title Objections") as provided above, then Seller shall within five (5) days of receipt of Buyer's Title Objections to notify Buyer in writing ("Seller's Cure Notice") of any matters in Buyer's Title Objections which Seller elects not to or will be unable to cure, it being agreed that Seller shall be required to cure all monetary liens which encumber the Property whether or not objected to in Buyer's notice of Buyer's Title Objections. Seller shall have until the date of Closing (or such longer period as Buyer, in its sole discretion, consents to in writing) to cure or terminate any such defects or objections. In the event that the Seller fails to cure or terminate any such identified defects or objections within the period hereinabove set out, then Buyer, at its option, may elect to:

8.2.1. Waive any such survey or title defect or objection and consummate the transaction without reducing the Purchase Price; provided, however, that Buyer shall have the right to apply all or any portion of the Purchase Price to the cure of any such title defect or objection that can be cured by payment of money, such as security deeds and liens; or

8.2.2. Terminate this Agreement by written notice to Seller, whereupon all Earnest Money shall be returned immediately to Buyer by the Escrow Agent, and thereafter no party to this Agreement shall have any rights, obligations or liabilities hereunder.

8.3. In the event Seller shall fail to timely notify Buyer with respect to Buyer's Title Objections, Seller shall be deemed to have elected to cure all matters set forth therein. In the event Seller informs Buyer in Seller's Cure Notice that Seller is unable or unwilling to cure any objections raised in Buyer's Title Objections, then Buyer shall be entitled to exercise the options outlined in this Agreement.

8.4. From and after the date of the Initial Title Examination, Buyer may from time to time during the term of the Agreement make further examinations of the title to and update the Survey, and Buyer may

object to any matters of title first appearing of record after the effective date of such Initial Title Examination by giving Seller written notice of any such defects or objections. Seller shall thereafter have until the date of Closing (or such longer period as Buyer, in its sole discretion, consents to in writing) in which to cure or terminate any such defect or objection. If Seller is unable or refuses to remove or cure such additional title objections, then Buyer shall be entitled to exercise the same rights enumerated above.

**9. SELLER'S REPRESENTATIONS AND WARRANTIES.** Buyer and Seller shall jointly agree to abide by the Patriot Act Seller hereby warrants and represents to Buyer, and covenants with Buyer, and at Closing will again warrant, represent and covenant, that to the best of Seller's knowledge and belief, as follows:

- 9.1. That this Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms;
- 9.2. That the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required;
- 9.3. That there are no actions, suits, claims, demands or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and that there are no liens, special assessments, easements, reservations, restrictions, covenants or encumbrances other than matters of public record affecting the Property;
- 9.4. That there are no other persons or entities claiming by, through or under Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion thereof except as may appear of public record;
- 9.5. That, except as disclosed in the public records on the Effective Date, there are no outstanding state or federal tax liens, claims or demands against Seller which constitute or will constitute a lien against the Property;
- 9.6. That Seller shall not take any action during the term of this Agreement which would hamper or impede the consummation of this purchase and sale transaction or which would cause any of the representations and/or warranties made in this paragraph to become untrue, inaccurate or incomplete in any respect;
- 9.7. That Seller shall undertake those acts necessary to ensure that the representations and warranties set forth herein remain true, accurate and complete during the term of this Agreement and will notify

Buyer promptly of any occurrence, notification or variation in the representations or warranties contained herein;

9.8. That Seller has received no notification, written or otherwise, from any individual, corporation, governmental agency, bureau or authority which pertains to or concerns the environmental or ecological condition of the Property;

9.9. In the event that any of the warranties and representations contained herein are not accurate, true and complete in all respects on the Closing Date, or in the event that Seller has breached any of the covenants on or before the Closing Date, then and in either of such events Buyer, at Buyer's election, shall be entitled either (a) to terminate this Agreement by written notice to Seller and Broker, whereupon the Escrow Agent immediately shall return the Earnest Money to Buyer, and no party hereto shall have any further rights or obligations hereunder; or (b) to waive such inaccurate, untrue or incomplete warranties or representations or breached covenants and proceed with Closing under this Agreement without reduction in the Purchase Price.

10. **CONDEMNATION.** If prior to the Closing of the purchase and sale of the Property, all or any part of the Property is condemned or in the reasonable judgment of Buyer is in danger of being condemned, through the exercise of the power of eminent domain or inverse condemnation, and such condemnation does or would materially and adversely affect the Property, then Buyer, at Buyer's election, may:

10.1. Terminate this Agreement by written notice to Seller and Broker whereupon this Agreement shall become null and void, and Buyer shall be entitled to an immediate refund of the Earnest Money from the Escrow Agent; or

10.2. Consummate the transaction and Closing contemplated by this Agreement and receive any condemnation proceeds paid or payable as a result of any such condemnation or threat of condemnation. In the event that Buyer elects to consummate the Closing, then Seller hereby agrees to transfer and assign any and all rights which it may have in and to any proceeds of such condemnation or threatened condemnation to the Buyer in conjunction with and at the time of Closing.

11. **BROKER.** Buyer and Seller hereby warrant and represent to the other that such party has not employed any broker or agent in connection with

this Agreement except as specified in this paragraph. Buyer and Seller covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, claims, demands, damages, actions, causes of action, or suits based upon or arising out of the alleged employment or use by the indemnifying party of any other real estate broker or agent in connection with the sale of any portion of the Property. An officer of Buyer is a licensed real estate broker. At Closing Seller shall be pay a 10% brokerage fee based on the Phase 1 Property to Buyer's Broker: CRT Commercial Group, Inc., GA License #10756.

**12. DEFAULT AND REMEDIES**

**12.1.** In the event of a default, breach of warranty or other representation contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and up to ten (10) days after the receipt of that written notice in which to cure said default, breach or other problem. If such default, breach or other problem is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth. Notwithstanding the foregoing provisions, Buyer, in its sole discretion, shall have the right to extend the time period in which Seller may cure or otherwise correct any specified default, breach or defect for an additional period not to exceed thirty (30) days. Upon Buyer's written agreement to so extend, Seller shall be entitled to extend the date of Closing, if required, to a date not less than thirty (30) days from the date on which Seller notifies Buyer in writing that any such default, defect or other problem has been cured and provides Buyer with proper documentation evidencing that fact.

**12.2.** In the event (I) that any warranty or representation contained in this Agreement is not accurate, true and complete in all respects or (II) Seller fails to comply with or perform any of the conditions, covenants, or agreements contained herein, and further provided that Seller fails to cure after written notice, then, at Buyer's option:

**12.2.1.** Buyer shall be entitled, upon giving written notice to Seller, to terminate this Agreement whereupon the Earnest Money, Additional Earnest Money and any extension payments shall be immediately returned to Buyer by the Escrow Agent, and this Agreement shall terminate and become null and void; or

**12.2.2.** Buyer shall be entitled to file suit in any court of appropriate



jurisdiction for specific performance of Seller's obligations under and pursuant to the terms and provisions of this Agreement and/or for any damages which Buyer shall be entitled to receive under this Agreement or applicable law.

- 12.3. In the event Buyer fails to comply with or perform any of the covenants, agreements or other obligations to be performed by Buyer and fails to cure such problem within the period provided above, then Seller shall be entitled to receive and retain the Earnest Money from the Escrow Agent as full liquidated damages and as its sole remedy hereunder. Thereafter, all rights, liabilities and obligations of Buyer to Seller under this Agreement shall terminate. The parties hereto hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by the Seller, and the parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money pursuant to the provisions of O.C.G.A. § 13-6-7 and not as a penalty. In no event shall Seller be entitled to initiate litigation or take any other action seeking legal or equitable remedies against Buyer.
- 12.4. Except as specifically provided in this paragraph, neither Buyer nor Seller shall have any further rights, obligations or liabilities to the other as a result of the breach of this Agreement. It is the express intention of the parties to limit the rights and remedies which are available to Buyer and Seller under the laws of the United States, the State of Georgia or of any other state, county or municipality to those remedies expressly provided and set forth in this Agreement. Except as otherwise expressly provided in this Agreement, no action for damages or claims for liability, costs, expenses or losses shall be maintainable by Buyer or Seller against the other as a result of this Agreement.
13. **NOTICES.** Any notices which may be permitted or required under the terms and provisions of this Agreement to Buyer or Seller shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are deposited with FedEx or via email. The time required for any response to such notice shall commence upon the receipt date by the parties to whom the notices are sent. Such notices shall be delivered at the following addresses:

To Seller:

Bridle Creek Investors, LLC  
1400 Buford Highway, Building A-2  
Sugar Hill, GA 30518  
Attention: Jeff Herman, Member/Manager  
C: (770) 722-0855  
E: [jeffherman@bellsouth.net](mailto:jeffherman@bellsouth.net)

To Buyer:

c/o David S. Searles, Jr., CFO  
5030 Nesbit Ferry Lane, Sandy Springs GA 30350  
C: (678) 570-1177  
E: [davidsearles@crt-trust.com](mailto:davidsearles@crt-trust.com)

14. MISCELLANEOUS PROVISIONS

14.1. Possession. Possession of the Phase 1 Property and Phase 2 Property shall be delivered to Buyer upon delivery of the limited warranty deed from Seller.

14.2. Tax-Deferred Exchange. Seller and Buyer agree to cooperate with the other to effectuate a tax deferred like kind exchange (an "Exchange") with respect to (a) the sale of the Property by Seller and/or (b) the acquisition of the Property by Buyer, provided, however, that (i) neither party shall have liability to the other if such other party is unable to effectuate an Exchange for any reason, other than by reason of a default under this Agreement by the other party, (ii) either party's ability to effectuate an Exchange shall not be a condition to its obligation to close under this Agreement, and (iii) neither party shall be obligated to incur any costs, expenses or liabilities with respect to the Exchange of the other party.

14.3. Assignment. Buyer may ~~not~~ assign its rights hereunder ~~but~~ with the prior written consent of Seller. ~~Any assignee shall expressly assume all of Buyer's duties, obligations, and liabilities hereunder, and a copy of such assignment and assumption shall be provided with reasonable promptness to Seller. Buyer intends to create two or more special purpose entities for purposes of purchasing, developing and operating the Property described herein.~~

14.4. No Waiver: Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided nor to insist upon strict compliance with any obligation herein specified, nor any custom, use or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and

- provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.
- 14.5. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties whose rights, as set forth in this Agreement, pertain thereto.
- 14.6. Survival. This Agreement and each of the provisions hereof shall survive the Closing hereunder.
- 14.7. Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.
- 14.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Counterpart signature pages transmitted by email shall be deemed to be originals for all purposes.
- 14.9. Headings; Gender. The headings inserted at the beginning of each paragraph are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each paragraph. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.
- 14.10. Further Assurances. On and after the Effective Date, Seller and Buyer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this Agreement.
- 14.11. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions

to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

14.12. Business Days. If any date of significance hereunder falls upon a Saturday, Sunday or legal holiday, such date shall be deemed moved to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

14.13. Time of the Essence. Time is of the essence of this Agreement.

14.14. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Georgia.

15. OFFER. This Agreement shall be regarded as an offer by Buyer to Seller and is open for acceptance by Seller until 5:00 P.M., local Atlanta, Georgia time, on the date 20 days after this offer by which time written acceptance of such offer must have been actually received by Buyer. In the event Buyer's offer is not so accepted by said time and date, this Agreement shall be null, void and of no further force or effect, and neither Buyer nor Seller shall have any further rights or obligations hereunder.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

**BUYER:**  
Beverly J. Searles Foundation, Inc.

By: David Searles   
David S. Searles, Jr., CFO  
Date of Buyer's Execution: April 29, 2020

**SELLER:**  
Bridle Creek Investors, LLC

By: \_\_\_\_\_  
Jeff Herrman, Manager

Date of Seller's Execution: April 2020

**EXHIBIT C**

# Henry Herald

38 Sloan Street  
McDonough, Georgia 30253

## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which published the Henry Herald, Published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: 11932

Name and File No.: **SEPT 21 COUNCIL MTG**  
a true copy of which is hereto attached, was published in said newspaper on the following date(s):  
**09/02/2020**

*Robert D. McCray*

Robert D. McCray, SCNI Vice President of Sales and Marketing

*Tina Pethel*

By Tina Pethel  
SCNI Controller

Sworn and subscribed to me 09/03/2020



*Tina Partridge*

Notary Public  
My commission expires 06/23/2023

Ad text :     **Public Hearing Notice**  
City of Locust Grove  
September 21, 2020  
6:00 PM  
Locust Grove Public Safety Building  
3640 Highway 42 South  
Locust Grove, GA 30248

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, September 21, 2020 at 6:00 PM, will conduct public hearings for the purpose of the following:

**ORDINANCE AMENDMENT**

ORD 20-08-01 To amend Chapter 17.04.055 PR-5 (Urban Infill/Active Adult Planned Residential) of the City of Locust Grove Code of Ordinances, which provides for zoning regulations; to provide for Conditional Uses for Senior Adult Housing and Age Targeted and Continuum of Care developments; to amend for reference certain development standards; to provide for applicability; to provide for codification; to provide for severability; to repeal inconsistent provisions; to provide an effective date; and for other purposes.

**REZONING**

RZ-20-07-01 The Beverly J. Searles Foundation has submitted application requesting that 21.9 +/- acres be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential). This request is for parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development that is part of a concurrent Conditional Use request.

**CONDITIONAL USE**

CU-20-07-02 The Beverly J. Searles Foundation has submitted application requesting a Conditional Use for a Senior Adult Housing Development on 21.9 +/- acres under consideration for a concurrent rezoning request from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential), parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District, City of Locust Grove, Georgia, for construction of a 238-unit four-story senior housing development.

The public hearing will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.

Daunté Gibbs  
Community Development Director - City of Locust Grove  
928-11932, 9/2/2020

**EXHIBIT C**



**AFFIDAVIT OF SIGN POSTING**

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Daunté Gibbs, who, after being duly sworn, testifies as follows:

1.

My name is Daunté Gibbs. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

The Beverly J. Searles Foundation has submitted application requesting that 21.9 +/- acres be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) District, Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

3.

The Beverly J. Searles Foundation has submitted application requesting a conditional use for a senior housing development.

4.

On the 2<sup>nd</sup> day of September 2020, I, Daunté Gibbs, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 21<sup>st</sup> day of September, 2020 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 12:00 PM at 162 Indian Creek Road on 9/2/2020.
- 2) Double sided sign posted at 12:00 PM at 162 Indian Creek Road on 9/2/2020.

FURTHER AFFIANT SAYETH NOT.

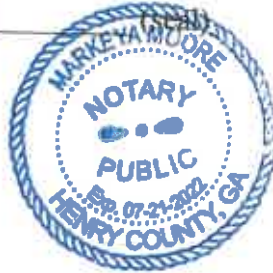
This 15<sup>th</sup> day of September 2020.

*Dante J. Hill*

Affiant

Sworn and subscribed before me  
this 15<sup>th</sup> day of September, 2020

*Markeya Moore*  
Notary Public



**Exhibit "A"**

LAURENCE ROAD

City of Leovitt Grove  
 1000 Leovitt Grove Rd  
 Leovitt Grove, PA 15043  
 (724) 338-1234

**PUBLIC NOTICE**

**CONDITIONAL USE**

Proposed Use: To permit the use of the property for the purpose of a **RECREATION CENTER**.

DATE: **SEPTEMBER 1, 2011**  
 TIME: **5:00 PM**

For more information, please contact the Planning Commission at **724-338-1234**.

City of Leovitt Grove  
 1000 Leovitt Grove Rd  
 Leovitt Grove, PA 15043  
 (724) 338-1234

**PUBLIC NOTICE**

**REZONING FROM R-1 TO R-2**

**DATE: SEPTEMBER 1, 2011**  
**TIME: 6:00 PM**

For more information, please contact the Planning Commission at **724-338-1234**.



Delete from device



Use as



Slideshow



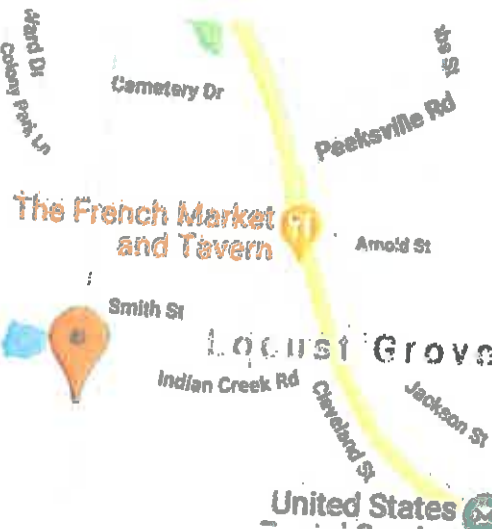
Print

Wed, Sep 2, 2020 • 12:00 PM

LOCATION

Tanger Outlets  
Locust Grove

Nike Factory Store



Georgia Department  
of Driver Services

United States

## **EXHIBIT D**

1. The property shall be development in accordance with the details illustrated and listed on the site plan submitted by Martin Riley Associates – Architects, P.C., dated July 2, 2020, as amended, and adopted by the Locust Grove City Council.
2. At the developer's expense, connection to water/sewer shall be provided with all necessary improvements.
3. The developer shall extend Palmetto Street, connecting Frances Ward Drive and Tanger Boulevard.
4. Cul-de-sac turnarounds shall be completed at the termination of Pearl Street and Sarasota Lane.
5. The intersection of Indian Creek Road and Frances Ward Drive shall be improved.
6. The development shall only be developed per the approval of Conditional Use case number: CU-20-07-02



## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248  
Phone: (770) 957-5043  
Facsimile (770) 954-1223

### Item Coversheet

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**Item:** The Beverly J. Searles Foundation has requested that their rezoning and conditional use requests be withdrawn.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** September 2, 2020

**Budget Item:** No

**Date Received:** June 24, 2020

**Workshop Date:** September 21, 2020

**Regular Meeting Date:** October 5, 2020

**Discussion:**

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On Thursday, October 1, 2020 at 1:41 p.m., the Community Development Department received a formal request via e-mail to withdraw case numbers: RZ-20-07-01 and CU-20-07-02. The applicants request to withdraw their items is subject to the Mayor and Council accepting or denying the requests.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE FOR THE PURPOSE OF GRANTING A CONDITIONAL USE FOR APPROXIMATELY 21.9+/- ACRES LOCATED AT 162 INDIAN CREEK ROAD IN LAND LOT 168 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, The Beverly J. Searles Foundation has submitted application requesting a conditional use for a senior housing development. This request is for Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District; and

**WHEREAS**, the Applicant has submitted a conditional use application which is included in the Conditional Use Evaluation Report (hereinafter referred to as "Report") attached hereto and incorporated herein by reference as **Exhibit "A"**; and

**WHEREAS**, the Applicant filed a Conditional Use request, as shown in the application attached hereto and incorporated herein by reference as **Exhibit B**; and,

**WHEREAS**, the Applicant filed a companion rezoning to PR-5 (case #: RZ-20-07-1); and,

**WHEREAS**, said request has been reviewed by the Community Development Department (hereinafter referred to as "Staff") and the City during a public hearing held on September 21, 2020; and

**WHEREAS**, notice of this matter (attached hereto and incorporated herein as **Exhibit "C"**) has been provided in accordance with applicable state law and local ordinances; and

**WHEREAS**, the Mayor and City Council have reviewed and considered the Applicant's request and the recommendations of the Staff as presented in the Report in **Exhibit "A"**; and

**WHEREAS**, the Mayor and City Council have considered the Applicant's request; and

**THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:**

1.

(X) That the Property is hereby granted a Conditional Use in accordance with the approved development plan and narrative contained in RZ-20-07-01.

( ) The Applicant's request in said application is hereby **DENIED**.



2.

That the conditional use on the above-described Property is subject to:

- (X) The conditions set forth on **Exhibit "D"** attached hereto and incorporated herein by reference.
- ( ) The terms of the Project Narrative and Development Plan attached hereto as **Exhibit "D"** and incorporated herein by reference.
- ( ) If no **Exhibit "D"** is attached hereto, then the property is zoned without conditions.

3.

That, if the variance is granted, said variance shall become effective immediately.

**SO ORDAINED** by the Council of the City this 5<sup>th</sup> day of October 2020.

\_\_\_\_\_  
ROBERT S. PRICE, Mayor

ATTEST:

\_\_\_\_\_  
MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**



# REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

## Property Information

Tax ID	129-01047000 & 129-01046005
Location/address	Land Lot 168 of the 2 <sup>nd</sup> District 162 Indian Creek Road
Parcel Size	21.9 +/- acres
Current Zoning	R-3 (Single Family Residential)
Request	Conditional Use for a Senior Housing Development
Proposed Use	238-unit four story senior housing development
Existing Land Use	Vacant
Future Land Use	Mixed Historic Neighborhood
Recommendation	Approval

## Summary

The Beverly J. Searles Foundation has submitted application requesting a Conditional Use permit to allow for a Senior Housing Development. This request is for Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2<sup>nd</sup> District. The applicant intends to build a 238-unit four-story senior housing development.

The subject property is currently vacant, undeveloped, abuts a Residential Multi-family Townhome subdivision to the west. There existing pond on the subject property will likely need an environmental assessment to determine its health and sustainability as part of the proposed development. According to the applicant's letter of intent, the proposed senior housing development will consist of interior social spaces such as a billiards room, club room, game room, theatre, great room, hair salon, and library. Proposed exterior amenities include an outdoor kitchen and grill area, pavilion, resident gardens, koi pond, and walking paths.

### Future Land Use

The subject property is contained within an area identified on the Future Land Use Map as Mixed Historic Neighborhood. This classification area is primarily east of the railroad along Highway 42 and along areas SW of the Central Business District. This area is reserved for the preservation of the existing historic residential buildings that may be transformed into professional offices, tourist-related uses, upscale dining facilities or

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# REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

personal services establishments. The main focus is along the Jackson Street Corridor and may have areas for residential uses with densities up to 2.5 dwelling units per acre. All existing structures should be preserved, and all new construction should be of similar architectural style. Typical zoning district(s) under current ordinance would be R-2 and R-3 residential districts, OI (office and institutional) and/or Conditional Uses as appropriate for tourist-related, personal services, and other facilities.

### Concurrent Rezoning request

The Applicant has filed a concurrent Rezoning application requesting that 21.9 +/- acres be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) District for a proposed 238-unit four-story senior housing development.

### Livable Centers Initiative (LCI) Overlay

The subject property is also located in the City of Locust Grove Livable Centers Initiative (LCI) Emerging South District. The objective of this district is to encourage residential developments consisting of a variety of housing options and multi-modal connectivity options. This area provides various connectivity options to areas of active and passive recreation and links the Gateway District and the Historic District; therefore, any uses that compete with uses in these adjoining districts are discouraged.

### Development of Regional Impact (DRI)

The subject property does not trigger the Georgia Department of Community Affairs (DCA) threshold for a Development of Regional Impact (DRI). For Housing Developments in Rural and Developing Rural areas, the threshold is 400 new units. For Housing Developments in Maturing Neighborhoods, Established Suburbs, Developing Suburbs, and other places not mentioned, the threshold is 500 new units. The Applicant is proposing 238 new units for the subject property.

## Service Delivery / Infrastructure

**Water and Sewer:** A city water and sewer capacity form, received June 15, 2020, confirms that the subject property is within the current water and sewer delivery area and has access to adequate water supply. The city has adequate sewer treatment capacity for the proposed project. Connectivity by the developer is recommended at the owner's expense, unless system improvement is provided.



# REZONING EVALUATION REPORT

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**Land Use:** The site must be in compliance with the requirements set forth in the City's PR-5 (Urban Infill/Active Adult Planned Residential) zoning district as well as development standards established in Title 15 of the City Code, including Watershed Protection standards, as applicable to the site.

**Police Services:** The subject property is in the existing city limits and will remain on a regular patrol route. Future development of this area may require additional police patrol for crime prevention and traffic control.

**Fire:** Fire and emergency services will be performed by Henry County as is similar with other portions of the city as defined by the Service Delivery Strategy.

**Transportation Impacts:** This 21.9 +/- acre tract will contain 238 age-restricted senior apartment attached units. The Institute of Transportation Engineers Trip Generation Manual, 7th Edition assigns a rate of 3.48 weekday trips per house in a senior adult attached housing development ; however, caution should be shown as this rate is based on a wide variety of studies including active, working residents and older, retired residents.

Under the current plan, this active adult development will yield approximately 828 trips on average per weekday.

The Joint Henry County/Cities Comprehensive Transportation Plan ("CTP") classifies Indian Creek Road and Tanger Boulevard as a Rural Local Road and a Minor Arterial Roadway, respectively. Rural local roads provide a lower level of service primarily as access to land with little to no through movement. Minor arterials provide a high level of service at high to moderate speeds with some degree of access control .

**Impact.** Impacts to the existing transportation system should be minor. Tanger Boulevard has existing capacity to move vehicles to either Bill Gardner Parkway or State Route 42 with no decrease in the existing Level of Service.



# REZONING EVALUATION REPORT

FILE: CU-20-07-02

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CONDITIONAL USE

## Criteria for Evaluation of Rezoning Request

### Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. The main impact here will be transitioning vacant property to an age-targeted active-adult senior housing development with 238 units. Traffic volumes will increase; however, these increased volumes can be absorbed into the existing transportation network as detailed in the *Transportation Impacts* above. Each apartment unit will pay an impact fee prior to occupancy. A percentage of this fee will go to offset the impact to the transportation system as a whole.
  - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. The request will allow a higher, more permissive zoning use (PR-5) that will be more consistent with the future land use and LCI designations of the subject property.
  - (3) Consistency with the Land Use Plan. The Applicant's request is consistent with the Mixed Historic Neighborhood future land use designation, detailed in Future Land Use above.
  - (4) The potential impact of the proposed amendment on City infrastructure including water and sewerage systems. There will be an impact on infrastructure in the area. These impacts were anticipated by and can be mitigated through improvements made via the collection of impact fees. Each unit will pay approximately \$3,756.84 in water and sewer impact fees (\$894,127.92) and approximately \$1,446.33 in development impact fees (\$474,396.24).



# REZONING EVALUATION REPORT

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CONDITIONAL USE

- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** The development will have an impact on the surrounding area in terms of traffic; however, Tanger Boulevard has enough capacity to absorb the increase. Sidewalks will be required that tie into the existing, larger network to promote non-vehicular mobility.
- (6) **The impact upon adjacent property owners should the request be approved.** Impacts to adjacent property owners will include increases in traffic and population. Immediate neighboring properties consist of a mobile home park to the south and a detached townhome community to the north. As such, this development would be relatively consistent in impact or slightly better given the ability to establish buffers, landscaping, and better connectivity.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Developing the subject property as it is currently zoned does not provide the highest and best use for the land. The property is adjacent to land zoned for high density residential developments. The city's comprehensive land use plan encourages age targeted developments that meet our aging community' need. The other option would be large-scale multifamily dwelling, but the impact on the site and the surrounding area would be far greater and is not supported by demand in the area, nor is it a stated goal of the City's comprehensive plan.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** There are no known physical conditions or limitations that could preclude the use of the site; however, the developer will be required to protect and buffer any and all streams and other environmentally-sensitive areas that may be located on the subject property in accordance with the City's Watershed Protection and Stream Buffer Ordinances.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** The merits of the requested change are  
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# REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

consistent with the goals of the Locust Grove Town Center LCI to provide more diverse housing opportunities, particularly for areas lying in the Emerging South District.

## Comments

The concurrent request for rezoning on this property (RZ-20-07-01) details elements of the planned residential development. This Conditional Use request is to allow a multi-family residential development (senior housing development) to be created in a PR-5 District. This approval is contingent upon the property being developed as an age-targeted senior housing community which it is the intent of the applicant per their Letter of Intent.

One of the stated goals of the LCI's Emerging South District is to provide a variety of housing options. Currently, there exists detached single-family housing on varying lot sizes in the vicinity. This proposal seeks to introduce an age-restricted apartment complex similar in scope and nature to the existing Shoal Creek Manor.

### Active Adult Housing for Older Persons

The Atlanta region is experiencing an unprecedented demographic shift as Baby Boomers (born in the 1940s) age and people live longer. By 2040, one out of every five residents will be over the age of sixty.

*Table 1: US Census Data, provided by the Atlanta Regional Commission, details the City of Locust Grove's upward trend when it comes to the population of residents 55 and older living in the City:*

YEAR	POPULATION	POPULATION OVER 55
2010	5,402	816 (15.1%)
2017	6,493	1,311 (20.2%)
2022	7,162	1,611 (22.5%)

The Applicant intends to develop this property as a 55 and older community. By following the guidelines listed below, the community will be marketed towards older persons with specific prohibitions in place to keep the community in conformance with the laws further detailed below.





# REZONING EVALUATION REPORT

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CONDITIONAL USE

The *Fair Housing Act of 1968* (the “Act”) prohibits discrimination in housing and real estate transactions based on race, color, religion, sex, national origin, handicap and familial status (in general, the presence of children under the age of 18 in the household). The Act contained a provision exempting “senior” housing from the prohibition against familial status discrimination.

In 1995, an amendment to the Act, known as the *Housing for Older Persons Act* (“HOPA”), was signed into law. HOPA modified the statutory definition in the Act of housing for older persons as housing intended and operated for occupancy by at least one person 55 years of age or older per unit.

Furthermore, HOPA requires such 55 and older communities to comply with the following procedures:

1. At least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older
2. The housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
3. The housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall--
  - a. provide for verification by reliable surveys and affidavits; and
  - b. include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

Currently in the City, there are three age-targeted facilities:

1. Shoal Creek Manor
2. Carleton Cove at Locust Grove Station
3. Havenwood Grove (*under construction*)



# REZONING EVALUATION REPORT

September 21, 2020

FILE: CU-20-07-02

CONDITIONAL USE

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## Recommendation

Staff recommends APPROVAL, subject to condition that the property be developed in accordance with the approved development plan and narrative contained in RZ-20-07-01 and conditions of exhibit D contained therein.

**EXHIBIT B**

... in The Journal

### Request for Zoning Map Amendment

Name of Applicant Beverly J. Searles Foundation Phone: \_\_\_\_\_ Date: June 24, 2020  
 Address Applicant: 4182 Westchester Trace Fax \_\_\_\_\_ Pager/Cell # \_\_\_\_\_  
 City: Roswell State: GA Zip: 30075 E-mail: dwrussell@gmail.com  
 Name of Agent David Russell Phone: 404.808.3828 Date: June 24, 2020  
 Address Agent: Same as above Fax \_\_\_\_\_ Pager/Cell # \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review  Conditional Use  Conditional Exception  Modifications to Zoning Conditions   
 Variance  Reasoning  DRI Review/Concurrent

Request from Med-high SF R-3 to PR-5 Adult Planned Residential District  
(Current Zoning) (Proposed Zoning)

For the Purpose of Senior Housing  
(Type of Development)

Address of Property: 162 Indian Creek Rd., Locust Grove  
 Nearest intersection to the property: Indian Creek Rd. and Frances Ward Dr.

Size of Tract: 21.907 acres(s), Land Lot Number(s): 168 District(s): 2nd  
 Gross Density: 10.86 units per acre Net Density: 10.86 units per acre

Property Tax Parcel Number: 129-01047000, 129-01048005 (required)



*David Russell*  
 \_\_\_\_\_  
 \_\_\_\_\_

*David Russell*  
 Signature of Councilor's \_\_\_\_\_  
 Printed Name of Councilor's DAVID RUSSELL  
 Signature of Agent \_\_\_\_\_  
 Printed Name of Agent BEVERLY J. SEARLES FOUNDATION

Cash \_\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_ (FEES ARE NON-REFUNDABLE)  
 Application checked by: \_\_\_\_\_ Date: \_\_\_\_\_ Map Number(s): \_\_\_\_\_  
 Pre-application meeting: \_\_\_\_\_ Date: \_\_\_\_\_  
 Public Hearing Date: \_\_\_\_\_  
 Council Decision: \_\_\_\_\_ Ordinance: \_\_\_\_\_  
 Date Mapped in GIS: \_\_\_\_\_ Date: \_\_\_\_\_  
 DRI Number: \_\_\_\_\_ NOD Date: \_\_\_\_\_

### Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Henry County Board of Commissioners within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Commissioner/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

David Russell  
Applicant's Name - Printed

  
Signature of Applicant

Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 2 day of JULY, 2013.



  
Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust) applying for rezoning or other action.

**EXHIBIT C**

**AFFIDAVIT OF SIGN POSTING**

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Daunté Gibbs, who, after being duly sworn, testifies as follows:

1.

My name is Daunté Gibbs. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

The Beverly J. Searles Foundation has submitted application requesting that 21.9 +/- acres be rezoned from R-3 (Single Family Residential) to PR-5 (Urban Infill/Active Adult Planned Residential) District, Parcels 129-01047000 & 129-01046005, in land lot 168 of the 2nd District. The applicant intends to build a 238-unit four-story senior housing development.

3.

The Beverly J. Searles Foundation has submitted application requesting a conditional use for a senior housing development.

4.

On the 2<sup>nd</sup> day of September 2020, I, Daunté Gibbs, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 21<sup>st</sup> day of September, 2020 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 12:00 PM at 162 Indian Creek Road on 9/2/2020.
- 2) Double sided sign posted at 12:00 PM at 162 Indian Creek Road on 9/2/2020.

FURTHER AFFIANT SAYETH NOT.

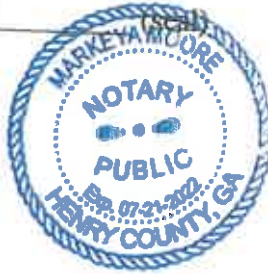
This 15<sup>th</sup> day of September 2020.

*[Handwritten Signature]*

Affiant

Sworn and subscribed before me  
this 15<sup>th</sup> day of September, 2020

*[Handwritten Signature]*  
Notary Public





**Exhibit "A"**

City of Leicestershire  
 1000 Lakeside Blvd  
 Leicestershire, CA 95128  
 (916) 486-7000

**PUBLIC NOTICE**

**CONDITIONAL USE**

Proposed Use: **Residential**  
 Project No: **2010-001**  
 Date of Decision: **12/15/2010**

Time: **9:00 AM**  
 Date: **12/15/2010**

For information, please call:  
 (916) 486-7000  
 www.leicestershire.ca.gov

City of Leicestershire  
 1000 Lakeside Blvd  
 Leicestershire, CA 95128  
 (916) 486-7000

**PUBLIC NOTICE**

**REZONING FROM R-1  
 (SF 100) TO R-1.5  
 (SF 150) RESIDENTIAL**

Project No: **2010-001**  
 Date of Decision: **12/15/2010**

Time: **9:00 AM**  
 Date: **12/15/2010**

For information, please call:  
 (916) 486-7000  
 www.leicestershire.ca.gov

1000 Lakeside Blvd  
 Leicestershire, CA 95128  
 (916) 486-7000



Delete from device



Use as



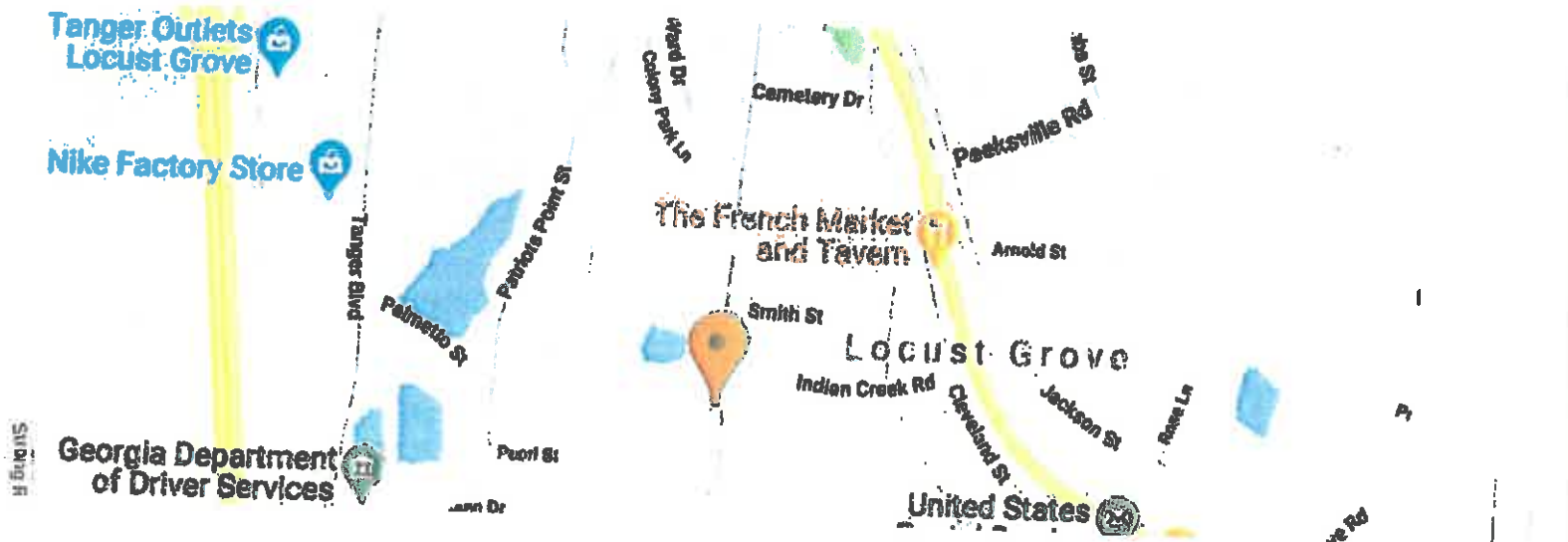
Slideshow



Print

Wed, Sep 2, 2020 • 12:00 PM

### LOCATION



**EXHIBIT D**

Subject to condition that the property be developed in accordance with the approved development plan and narrative contained in RZ-20-07-01 and conditions contained therein.