

ZONING SYNOPSIS
Petition Number(s): Z22-01

REQUEST SUMMARY:

The applicant is requesting the rezoning of Parcel No. C108-0001-001 containing 103.85 acres from R-20 (Single Family Residential) to RA-12 (Single Family Residential, Attached) for development of 199 townhomes.

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Prime Engineering**
Representative: **Justin Purucker**
Property Owner: **WHM Chattahoochee Hills Investments LLC (Harrison Merrill, Jr.)**
Property Location: **Center Rd & I75 (C108-0001-001)**
Access to the Property: **Center Rd**

Site Characteristics:

Tract Size: Acres: **103.85** District: **4th** Section: **3rd** LL(S): **245**
Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **R-20 Single-Family Residential**
Proposed Zoning: **RA-12 Single-Family Residential**
Proposed Use: **Town Home Development**

Current Zoning of Adjacent Property:

North: **County R-3CU (Multi-Family Conditional Use); County M-1 (Mining)**
South: **R-10 (Single Family Residential)**
East: **R-10 (Single Family Residential)**
West: **RA-12 (Single family Residential); County M-1 (Mining)**

The Future Development Plan designates the subject property as: **Suburban Living**

The Future Land Use Map designates the subject property as: **Low & Medium Density Residential**

ZONING ANALYSIS

Site History:

2004: Z04-14. Approximately 202 acres were rezoned from R-20 to R-10 with conditions for two tracts of land north and south of Center Road west of and adjacent to I-75. Tract 1 was north of Center Road and named the Etowah Preserve subdivision. Tract 2 was south of Center Road and encompassed what is now the Autumn Canyon subdivision. 360 lots were approved with this zoning application.

2018: Z18-03. Zoning proposal to develop Etowah Preserve in 2 phases. Phase 1, now known as Everton Estates, would improve all existing infrastructure components and construct 182 townhome units and one amenity lot on the 50 +/- acres. Phase I requested rezoning from R-10 with conditions to RA-12. Phase 2 development on the remaining 111 +/- acres would occur at a future date and requested rezoning from R-10 with conditions to R-20 with conditions.

The Z18-03 rezoning request for Phases 1 and 2 was approved with conditions by City Council on April 19, 2018. The conditions are:

1. Maximum of 281 lots/units provided. No more than 199 lots/units shall be built in Phase 1 and 82 lots/units in Phase 2. ((360) lots approved Z04-14 – (79) lots Autumn Canyon = 281).
2. No development or Finished Floor Elevation (FFE) is to occur above the 1100 ft elevation without the review and approval of the Water Department.
3. Widen Center Rd out to Minor Collector standards (this includes the donation of required R/W to go from 50 ft to 60 ft or more where necessary for project related improvements)
4. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
5. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
6. Provide/maintain a minimum of 36 acres of green space.
7. Owner/developer is required to re-plat the property prior to development.
8. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.

2019: Z19-02. Zoning proposal for 111 +/- acres currently zoned R-20 with conditions be rezoned to MF-14 for the construction of 300 apartment units. Application withdrawn.

Zoning Summary:

Zoning application, Z22-01, requests that 103.85 +/- acres, currently zoned R-20 with conditions, be rezoned to RA-12 for the construction of 199 townhome units with an amenity area. The site is located directly west and adjacent to I-75 on the north side of Center Road.

In 2004, the original zoning case, Z04-14, approved a maximum of 360 lots for both sides of Center Rd. Currently, Autumn Canyon contains 79 lots/units and Everton Estates will have 183 units- a total of 262 leaving (98) lots/units available for development. Etowah Preserve Phase 2 is proposing (199) lots/units for a total of 461 lots/units. This exceeds the 2004 zoning plans by 101 lots or units.

The 2004 zoning condition #7 for the “developer to provide necessary easements for gas lines on the property” was accidentally omitted from the zoning condition on case no. Z18-03. It should be carried forward as a condition under this zoning application so that the natural gas mains on Center Road and S.R. 20 can be connected at some point in the future.

Due to water service restrictions above the 1100 ft. elevation, development is limited to the southern half of the property. Upper elevations are intended to remain as green space due to this constraint.

A comparison of the proposed project to the townhome requirements in Chapter 26 of the Zoning ordinance, Section 6.7, RA-12 Single Family Dwelling District, is provided. Several items have been identified as requiring a variance in order to construct the project. These items are highlighted. Variances would be addressed during the plan development phase.

In 2021, Everton Estates and Tilley Properties, Inc. executed and recorded an access agreement that would provide access from Tilley property, Tax ID. 0078-0172-001, east and south on the Everton Estates property and terminating at the property line of Etowah Preserve Phase 2. This easement is per the Z18-03 zoning condition No. 8, but was done without knowledge of future development that would occur on Etowah Phase 2. The easement access point is in conflict with the proposed amenity area at the southern end of Road B. This conflict will have to be resolved to implement the zoning condition. Continued access across the Phase 2 property to Center Road is required.

The Future Development Map identifies the area as Suburban Living which promotes single family detached homes as the primary land use; however, language in the description for Suburban Living encourages housing choices and internal connectivity to recreation and green space which this proposed development would provide.

The Future Land Use Map identifies this area as Low & Medium Density Residential. The proposed development achieves this metric. Refer to the table below for a comparison of development densities for past and current proposals and nearby developments.

Density Comparison

Zoning Case/ Name of Development	Lots or Units (P=Proposed, C=Constructed)	Acreage (+/-)	Density (Lots or Units/ Acre)	Allowed Density by Zoning Cat. (Units or Lots/Acre)
Z22-01, Etowah Preserve Phase 2, RA-12 (Townhomes), Proposed	199 (P)	*103.85	1.9	12
Z18-03, Etowah Preserve Phase 1. Everton Estates. RA-12 (Townhomes)	183 (P)- Under Construction	58	3.3	12
Z04-14 (Etowah Preserve Original Plan, All Phases)	281	162	1.7	---
Autumn Canyon Subd. (Z04-14)	79 (C)	37	2.1	4.3
Hamilton Township Subd.	87 (C)	38	2.3	4.3
Ponders Mountain Subd. Phase 1	74 (C)	29	2.6	4.3
Ponders Mountain Subd.- All Phases	Max. allowed = 315 (241 remaining)	187	1.7 (based on 315 lots)	---

* Approximately (7) seven acres were removed from the Phase 2 tract and added to the Everton Estates tract thereby reducing the original 111 acres to the 103.85 acres.

City Department Comments

Electric: Takes no exception.

Fibercom: No Comment provided

Fire: CFD takes no exceptions to the rezoning request for Etowah Phase 2 rezoning from R-20 to R-12 provided all city adopted codes and ordinances are followed.

Gas: Takes No Exception

Public Works: [W. Wilson] We do not support front loading townhomes and would not support this being a public drive if the townhomes are loaded from the front.

[T. Sanders] Just to put some official numbers to supplement our conversation, per GDOT Center Road near the location of the proposed development has 3,530 vehicles per day. The Highway Capacity Manual shows a typical two lane rural road can handle 2650 vehicles per hour. The Trip Gen rate for this type of development is 7.32 trips per unit which comes out to 1456 trips per day, this means about 750 in and 750 out. Therefore, there should be plenty of remaining capacity for Center Road to handle this development and others in the future.

Water and Sewer: See attached.

Cartersville School District: Comments pending bedroom counts.

Public Comments:

4/21: Sherri Rys, resident, Autumn Canyon Subdiv. General Inquiry.

5/2: Robert Walker, attorney, for Tilley Properties, Inc. Meeting to discuss access to Center Rd.

5/5: See email from Sherri Rys, Autumn Canyon resident

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned for residential (R-10 & RA-12), mining (M-1), and multi-family residential (R3CU).
2. *The suitability of the subject property for the zoned purposes.*
The topography, soils and water pressure issues will challenge any proposed development. The site is suitable for development below the 1100ft. contour elevation.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposed development would provide a housing product that, currently, seems to be in demand. Attached housing units may be the better option for development given the topography and surrounding land uses. There is limited hardship to the property owner as the topographic and water delivery challenges existed prior to purchase of the property.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned; however, any development will be challenging.

5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential properties. The proposed density is compatible with adjacent developments.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners. Concerns regarding traffic increases will likely be raised. The Public Works director stated in his comments that Center Road can accommodate significant traffic count increases. The zoning condition that provides access from the Tilley Properties, Inc. property to Center Road remains in effect. A modification to the 2021 recorded easement may be required.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan for Suburban Living and Low to Medium density requirements. At 12 units per acre, mathematically, 1246 units could be constructed which would be a high density development for the City; however, the proposed 199 units would comply with the low-medium density requirement.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed use could be burdensome on the school district if there is a high number of 3 bedroom units. Center Road would experience an increase in traffic, but not a burdensome increase. No burden is expected on city utilities. Water service is not available above the 1100 ft. elevation.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no known conditions.

STAFF RECOMMENDATION:

If approved, the following zoning conditions should be adopted:

1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.
2. No development or Finished Floor Elevation (FFE) is to occur above the 1100 ft elevation without the review and approval of the Water Department.
3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
4. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
5. Developer to provide necessary easements for a natural gas line extension on the property.
6. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.

David Hardegree

From: Sherri Rys <sherrirys999@gmail.com>
Sent: Thursday, May 5, 2022 1:21 PM
To: David Hardegree
Subject: [EXTERNAL] Zoning Meeting May 10
Attachments: Zoning Ordinance.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION! : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sender: sherrirys999@gmail.com

Hello David,

I was wondering if you could make my questions part of the public record for the rezoning case and provide copies to each of the board members at the next public hearing? I believe you did this last time for me in regards to Etowah Preserve Phase 1 and the traffic accident report I provided for Center Road.

This is in regards to Phase 2 across from Autumn Canyon subdivision. I will be at the meeting May 10 and wasn't sure if I could get up and address these questions, or not?

My questions are:

According to the City of Cartersville Zoning Ordinance (I have a copy dated June 17, 2020) Chapter 26, Article 1, Sec. 1.4: (attached and highlighted)

The City of Cartersville Zoning Ordinance is designed to implement the provisions of the Comprehensive Plan for the development and use of the land. The purpose of these regulations shall be to:

6. Lessen congestion on streets (Center Road is already busy, especially getting out on JFH/41, and dangerous, according to the accident report I compiled for the Zoning Meeting for Phase 1. Adding 200 units is adding another 200-400 cars. This doesn't even take into consideration the 300 Bartow County townhomes going on Center Road and Smiley Ingram or the 200 Phase 1 townhomes that are being built right now) That means a total of 700-1400 more cars traveling on Center Road when all are complete)

9. Avoid undue concentration of population (adding 200 units in addition to what the county (100 units) and city (200 units) are adding on Center Road is putting a large population in one area)

10. Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements (are there going to be more schools, parks, recreation areas added to accommodate the additional population?)

12. Discourage urban sprawl (spreading development over a beautiful, green, mountainous area close to the city rather than preserving it)

I do not see how the above regulations are being honored with all the high density housing that is going up on a road that is very dangerous. I would like the board to address this, please.

Thanks, David.

**Sherri Rys
22 Canyon Trail SE
Cartersville, GA**

CITY OF CARTERSVILLE

ZONING ORDINANCE

ADOPTED NOVEMBER 7, 1996

ALL REVISIONS AS OF June 17, 2020

FOR MOST CURRENT VERSION, GO TO

[HTTPS://LIBRARY.MUNICODE.COM/GA/CARTERSVILLE/CODES/CODE OF ORDINANCES](https://library.municode.com/ga/cartersville/codes/code_of_ordinances)



CITY OF CARTERSVILLE
PLANNING & DEVELOPMENT DEPARTMENT

P.O. BOX 1390 * 10 NORTH PUBLIC SQUARE * CARTERSVILLE, GEORGIA 30120 * TELEPHONE: 770-387-5600 *
dhardegree@cityofcartersville.org * www.cityofcartersville.org

ZONING ORDINANCE OF THE
CITY OF CARTERSVILLE, GEORGIA
ORDINANCE NO. 27-10

PREAMBLE

AN ORDINANCE REGULATING WITHIN THE CITY OF CARTERSVILLE THE LOCATION, HEIGHT, BULK, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES; THE SIZES OF YARDS, COURTS, AND OTHER OPEN SPACES; THE DENSITY AND DISTRIBUTION OF POPULATION; THE USE OF BUILDINGS, STRUCTURES, AND LAND FOR TRADE, INDUSTRY, RESIDENCE, RECREATION, AGRICULTURE, FORESTRY, CONSERVATION, SANITATION, PROTECTION AGAINST FLOODS, PUBLIC ACTIVITIES, AND OTHER PURPOSES; CREATING DISTRICTS FOR SAID PURPOSES AND ESTABLISHING THE BOUNDARIES THEREOF; DEFINING CERTAIN TERMS USED HEREIN; PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; DEFINING THE POWERS AND DUTIES OF THE PLANNING COMMISSION AND BOARD OF APPEALS; PROVIDING PENALTIES FOR VIOLATIONS; REPEALING CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2710, adopted Sept. 17, 2010, deleted and replaced ch. 26, Zoning, in its entirety to read as herein set out. Former ch. 26 derived from Ord. No. 50-96, adopted Nov. 7, 1996, the amendatory history for which can be found in the Code Comparative Table at the back of this volume.

ARTICLE 1. - ENACTMENT, SHORT TITLE, JURISDICTION, PURPOSE

Sec. 1.1. - Enactment clause.

The Mayor and Council of the City of Cartersville, under the authority of the General Planning and Zoning Enabling Act Article IX, Section 2, paragraph 4 of the 1983 Constitution of the State of Georgia and amendments thereto, hereby ordains and enacts into law the following articles and sections:

Sec. 1.2. - Short title.

These regulations shall be known and may be cited as "The Zoning Ordinance for the City of Cartersville."

Sec. 1.3. - Jurisdiction.

These regulations shall govern the use of all land and the developments thereof within the corporate limits of the City of Cartersville.

Sec. 1.4. - Purpose and relationship to the Comprehensive Plan.

The City of Cartersville Zoning Ordinance is designed to implement the provisions of the Comprehensive Plan for the development and use of land. The purpose of these regulations shall be to:

1. Promote the health, safety, morals, order, prosperity, and general welfare of the City;
2. Promote desirable living conditions and the sustained stability of neighborhoods;
3. Promote the proper location, height, bulk, number of stories, and size of buildings and other structures;
4. Promote the proper sizes of yards, courts, and other open spaces;

5. Protect property against blight and depreciation;
6. Lessen congestion on streets;
7. Secure safety from fire, panic, and other dangers;
8. Provide adequate light and air and preventing the overcrowding of land;
9. Avoid undue concentration of population;
10. Facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements;
11. Promote a balance of residential, commercial, and industrial uses throughout the community;
12. Discourage urban sprawl;
13. Encourage the use of ecodevelopment, green building, sustainable development, and LEED (Leadership in Energy and Environmental Design) practices, as defined herein; and
14. Promote the most appropriate use of land, buildings, and structures throughout the city in accordance with the Comprehensive Plan.

ARTICLE II. - INTERPRETATIONS AND DEFINITIONS

Sec. 2.1. - Interpretation of certain terms and words.

Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

The word "person" includes a firm, co-partnership, company, corporation, or association.

The word "lot" includes the word "plot" or "parcel."

The word "building" includes the word "structure."

The word "shall" is always mandatory, and not merely directory.

The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied."

The word "district" shall mean "zoning district" for the purposes of this chapter.

The word "map" or "zoning map" shall mean "Official Zoning Map of the City of Cartersville" for the purposes of this chapter.

Sec. 2.2. - Definitions.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

2.2.1. A

Accessory structure. A structure on the same lot with, and of a size and nature customarily incidental and subordinate to, the principal structure. Examples of accessory structures include, but are not limited to, the following: detached garages and/or carports; storage structures and/or barns; freestanding greenhouses; aboveground swimming pools and pool houses; tennis courts; freestanding workshops; freestanding decks and gazebos; and freestanding ATM bank machines.

Accessory use. A use on the same lot with, and of a nature customarily incidental and subordinate to, the principal use.

Acre. For the purpose of this chapter, a measure of land consisting of 43,560 square feet.

Acresage. Acres collectively in a tract of land.

Date: April 22, 2022

WATER DEPARTMENT ANNEXATION/ZONING REVIEW COMMENTS

Zoning Petition Number: Z22-01 Applicant: Prime Engineering

Location: Center Rd. & I-75

Acreage: 103.85

WATER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department's water service area. Water service to this property is limited to the portions of the site with finished floor elevations below 1050 feet MSL. The Owner/Developer is advised to proceed as soon as possible with development of site plans and water demand calculations to determine if the existing water system is capable of meeting water demands for the increased development density. The Owner/Developer will be responsible for all costs associated with hydraulic studies for determining water service availability. The Owner/Developer will be responsible for all costs for water system improvements and water line extensions necessary to serve the proposed development.

SEWER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department's sewer service area. Sewer service is available from an existing 18-inch diameter sanitary sewer paralleling the south side of Center Road.

6.7 RA-12 Single-family dwelling district.

Z22-01 P&D Analysis. Etowah Preserve Phase 2
Center Rd @I-75

Code Section	Description and/ or Requirements	Required	Proposed	Notes
6.7.1	RA-12 district scope and intent. Regulations set forth in this section are the RA-12 district regulations. The RA-12 district is intended to provide land areas devoted to high density uses consisting of single-family dwellings as further described in section 3.1.8 of this chapter. Land areas zoned RA-12 are also intended to provide a transition between medium density single-family residential areas and higher density multifamily residential areas or between medium density residential areas and nonresidential areas. The RA-12 district is intended to encourage home ownership.	---	Fee Simple Implied	Fee Simple or Rental?
6.7.2	Use Regulation	---	---	---
6.7.3	Development Standards	---	---	---
A.	Height regulations. Buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher.	Y	No data provided	
B.	Minimum lot area per dwelling unit: Two thousand (2,000) square feet.	Y	1875sf (25x75)	Can lot dimensions be adjusted to achieve 2,000sf min. area? Potential Variance item.
C.	Maximum density: Twelve (12) units per gross acre.	Y	1.92 un/ac	
D.	Minimum lot width: Twenty (20) feet.	Y	25ft.	Shown as note on concept plan
E.	Minimum lot frontage:	---	---	---
1	Single-family detached units: Thirty-five (35) feet.	---	NA	---
2	All other uses: Twenty (20) feet.	Y	OK	Shown as note on concept plan
F.	Minimum lot depth: One hundred (100) feet.	Y	75ft	Can lot dimensions be adjusted to achieve 100ft depth? Potential Variance item. Proposed dim. 25x75
G.	Minimum development area: One-half (0.5) acres.	Y	103.85	
H.	Minimum heated floor area: One thousand (1,000) square feet.	Y	No data provided	Addressed during site plan review.

Code Section	Description and/ or Requirements	Required	Proposed	Notes
I.	Setbacks:	---	---	---
1	Front yard: Ten (10) feet.	Y	No data provided	Addressed during site plan review.
2	Side yard: Ten (10) feet (each end of row).	Y	No data provided	Addressed during site plan review.
3	Rear yard: Twenty (20) feet.	Y	No data provided	Addressed during site plan review.
J.	[Gable or hip roofs.] Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.	Y	No data provided	Addressed during building plan review.
K.	Accessory use, building and structure requirements. See section 4.9 of this chapter.	---	---	---
L.	Minimum buffer requirements. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of this chapter.	Y	---	Buffer required along Everton Estates development. Potential natural buffer. Addressed during site plan review.
M.	Other required standards.	---	---	---
1	No fewer than three (3) dwelling units in a row shall be allowed.	Y	4 to 8 units/ block	
2	Alley or private drive access required.	Y	None shown	Potential Variance item.
3	Required parking shall be allowed in the rear yard only.	Y	None shown	Potential Variance item.
4	Principal buildings shall front a private drive or public right-of-way.	Y		Public Works will require private streets if front parking and access is desired.
5	Principal structures on lots within the RA-12 district shall have a minimum of fifty (50) percent finish product on the exterior walls of the buildings consisting of brick, stone, hard-coat stucco, or fiber cement siding.	Y	No data provided	Addressed during building plan review.

Code Section	Description and/ or Requirements	Required	Proposed	Notes
6	A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the RA-12 district.	---	NA	---

Ordinance Source:

https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodeId=COOR_CH26ZO_ARTVISIMIDWDIRE_S6.7RASIMIDWDI

8572387763
7067927936
PARTICIPANT ID

BK:3368 PG:734-743

D2021016029

AFTER RECORDING, RETURN TO:

Jenkins, Bowen & Walker, P.C.
15 South Public Square
Cartersville, Georgia 30120
Attn: Robert L. Walker, Esq.

FILED IN OFFICE
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BARTOW COUNTY, GA

Melba Scoggins

STATE OF GEORGIA
COUNTY OF BARTOW

EASEMENT AND RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **Etowah Venture Partners I LLC**, a Georgia limited liability company ("Grantor", whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Tilley Properties, Inc.**, a Georgia corporation, whose address is 917 N. Tennessee Street, Cartersville, Georgia 30120, and its successors-in-title ("Grantee") for the benefit of that certain real property owned by the Grantee described as Bartow County Tax Parcel ID No. 0078-0172-001 (the "Grantee Property") the non-exclusive easements described in this Agreement (collectively, the "Easements") through and across the portions of the Grantor Property identified in this Agreement, which entire Grantor Property is described in "**Exhibit B**" attached hereto and made a part hereof, subject to the terms of this Agreement.

Grantor grants to Grantee for the benefit of the Grantee Property a perpetual, non-exclusive easement for vehicular ingress and egress through and across the portion of the Grantor Property being a strip of land identified as "Permanent Right of Way and Easement", as shown on the drawing marked "**Exhibit A**" attached hereto and made a part hereof (hereinafter "Permanent Right of Way and Easement").

During the course of construction of any roadway or improvements authorized herein, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the Permanent Right of Way and Easement (as defined above), such strip (or strips) of land being generally identified on the attached "**Exhibit A**" as an "Area of Temporary Work Space" (hereinafter "Temporary Work Space"). Grantee agrees that it will restore or repair any property of the Grantor within the Temporary Work Space which is impacted or damaged by any work performed by the Grantee, or on behalf of the Grantee, during the course of construction of any roadway or improvements authorized herein. Grantee's right and easement to use the Temporary Work Space as provided above shall expire upon the earlier of: (i) the completion of construction of the road within the Permanent Right of Way and Easement; (ii) One Hundred Eighty (180) days after Grantee commences construction of such road, unless such construction is delayed by weather, act of God, or non-financial circumstances beyond Grantee's control, in which events such period shall be extended on a day-for-day basis for each day of delay; or (iii) the twenty fifth (25th) annual anniversary of the date of this Agreement. Additionally, after the completion of the initial construction of any roadway within the Permanent Right of Way and Easement, should Grantee thereafter decide to improve said roadway by paving or putting down any other surfacing, or re-pave or otherwise maintain the roadway within the Permanent Right of Way and Easement, the Grantor will provide a temporary construction easement to permit Grantee to complete such additional work or maintenance that shall expire upon the earlier of: (i) the completion of the upgrades to the road within the Permanent Right of Way Easement; or (ii) One Hundred Twenty (120) days after the Grantee commences such additional construction of such road, unless such construction is delayed by weather, act of God, or non-financial circumstances beyond Grantee's control, in which events such period shall be extended on a day-for-day basis for each day of the delay. Moreover, Grantor hereby grants to Grantee a slope or grade easement on the property immediately adjacent to the Permanent Right of Way and Easement, that has been approved by Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed and for such reasonable periods of time as necessary for Grantee to maintain the elevation and slope of the Permanent Right of Way and Easement (the "Slope Easement").

The Grantee shall have the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the Permanent Right of Way and Easement and to install and maintain utilities, or to grant easements to the appropriate utility providers to install and maintain utilities, under the Permanent Right of Way and Easement (the "Ancillary Easement"). The Grantee shall also have the rights and benefits necessary to maintain the Easements, at its sole expense.

Grantor shall have the right to enter and use the land within the Permanent Right of Way and Easement if and to the extent such entry and use does not interfere with and is not inconsistent with Grantee's rights herein, and except that the Grantor will not build any permanent structures on the Permanent Right of Way and Easement or any part thereof, will not change the grade of the Permanent Right of Way and Easement, or any part thereof without the express written permission of the Grantee, which permission shall not be unreasonably withheld, conditioned, or delayed, will not plant trees on the Permanent Right of Way and Easement, or any part thereof, will not change

or alter any slopes or other supporting facilities, including but not limited to stormwater detention areas, or use the Permanent Right of Way and Easement or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to the Permanent Right of Way and Easement, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed; and Grantor will not authorize others to do any of said acts without first having obtained Grantee's approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor's right to enter and use the land within the Permanent Right of Way and Easement is limited to entering and using only that part of the Permanent Right of Way and Easement contained on the Grantor Property. No forbearance by Grantee to cut and remove any trees, undergrowth or other obstructions from the Permanent Right of Way and Easement or to exercise any other right provided by Grantee hereunder for any period of time shall constitute a waiver of such right or limit Grantee's ability to exercise such right as it may find convenient. Notwithstanding the foregoing, Grantee may construct paved or unpaved roadways within the Permanent Right of Way and Easement. Should Grantee elect to construct any paved or unpaved roadways within the Permanent Right of Way and Easement, any and all technical specifications of the roadway, including but not limited to width, type of surfacing or paving, or similar specifications, shall be determined by the Grantee, without further approval from the Grantor. Prior to constructing any road within the Permanent Right of Way and Easement, Grantee shall provide thirty (30) days written notice thereof to Grantor of the location and dimensions of such road within the Permanent Right of Way and Easement at the following address: c/o Atlantic Realty Partners, Inc., 3500 Lenox Road, Suite 1250, Atlanta, Georgia 30326, and notwithstanding the terms of the immediately preceding sentence, such specifications shall be subject to Grantor's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor agrees that nothing contained in this Agreement shall require Grantee to pave any roadway constructed by Grantee within the Permanent Right of Way and Easement unless Grantee decides that such paving is necessary for its use and enjoyment of the same, or unless required by applicable governmental laws or regulations in effect from time to time.

This Easement and Right of Way Agreement and any and all rights of Grantee hereunder shall run with the land that is the Grantor Parcel and the Grantee Parcel (collectively, the "Property"), and shall create equitable servitudes in favor of the Property, and shall bind every person having any fee, leasehold or other interest in the Property, and shall inure to the benefit of the respective parties and their successors-in-title. Upon the conveyance of any portion of the Property, the owner and transferor of such portion of the Property at the time of the transfer shall be relieved of all obligations arising hereunder after the time of such conveyance, and such transferee is deemed to have assumed all such obligations during the time that such assignee owns such portion of the Property.

Nothing herein, nor in the use of the Easements made under this Easement and Right of Way Agreement shall constitute a dedication by Grantor of the Permanent Right of Way and Easement as a public right of way, and the rights and Easements herein created shall not be for the benefit of the general public, whether as a third party beneficiary or otherwise.

TO HAVE AND TO HOLD said right of way and Easements unto said Grantee, and its successors-in-title, immediately upon the execution of this Agreement and so long thereafter until the Grantee releases or otherwise relinquishes said right of way and Easements in writing; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

Grantee and Grantor, by the acceptance hereof, further covenant and agree:

- (a) Grantee will reimburse the Grantor for any physical damages which Grantor, on any of the Grantor Property outside of the Permanent Right of Way and Easement, may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any roadway or improvements, in the exercise of its rights granted.
- (b) Grantor shall reimburse Grantee for any and all repair and replacement costs to any utility lines, pavements, or other improvements on the Permanent Right of Way and Easement resulting from any damage caused by any person acting on behalf or with Grantor's permission using the easement rights granted to Grantee hereunder.
- (c) Grantor shall have the right, at its choosing to connect to any portion of the Permanent Right of Way and Easement that is located on the Grantor Property. Notwithstanding the foregoing, Grantor shall provide thirty (30) days written notice thereof to Grantee of its plans to connect to the Permanent Right of Way and Easement at the following address: Tilley Properties, Inc., 917 N. Tennessee Street, Cartersville, Georgia 30120. Moreover, Grantor's rights to connect, enter and use the land within the Permanent Right of Way and Easement is limited to connecting, entering and using only that part of the Permanent Right of Way and Easement contained on the Grantor Property and shall not extend to any adjacent property owned by the Grantee. Notwithstanding the foregoing or any other provision of this Agreement to the contrary: (i) in the event that Grantee or an affiliate of Grantee ever acquires fee simple title to all or a portion of Lot 3 ("Lot 3") identified in the attached "**Exhibit A**" (which acquired land is hereinafter referred to as the "Future Property"), Grantee for itself and on behalf of its affiliate, as applicable, does hereby grant, bargain, sell and convey, and shall be deemed contemporaneously with the acquisition of the Future Property to have granted, bargained, sold and conveyed, unto Grantor and its successors-in-title for the benefit of the Grantor Property a perpetual, non-exclusive easement for vehicular ingress and egress through and across all driveways and roadways, that are now or hereafter located upon the Future Property that connects the Permanent Right of Way and Easement to Center Road "(the "Future Property Easement"). Although the Future Property

Easement is self-executing, upon the request of Grantor following such acquisition of the Future Property, Grantee or its affiliate, as applicable, shall execute and deliver to Grantor for recordation in the Bartow County real estate records a Future Property Easement in form and substance that is reasonably acceptable to such parties; or (ii) in the event that an access easement is ever granted over all or a portion of Lot 3 for the benefit of all or a portion of the Grantee Property that connects the Permanent Right of Way and Easement to Center Road (the "Future Access Easement"), Grantee covenants and agrees for the benefit of Grantor and the Grantor Property that such Future Access Easement will also benefit the Grantor Property and the Adjacent Land (as said term is hereinafter defined), to the extent agreed upon by the grantor of the Future Access Easement. Grantee covenants and agrees to make a commercially reasonable effort to obtain such agreement from such grantor of the Future Access Easement. Grantor may authorize any affiliate of Grantor that acquires fee simple title to any land that is adjacent to the Grantor Property (the "Adjacent Land") to use on a non-exclusive basis the rights and easements granted to Grantor in this Section (c) for the benefit of such Adjacent Land, and in the event that Grantor provides such authorization, such affiliate and its successors-in-title to such Adjacent Land shall become a third party beneficiary of such rights and easements for the benefit of such Adjacent Land, and such rights and easements shall run with the title to such Adjacent Land in perpetuity. For purposes hereof, an affiliate of Grantor is deemed to be an entity directly or indirectly owned in whole or in part by Grantor or by a principal of Grantor, and an affiliate of Grantee is deemed to be an entity directly or indirectly owned in whole or in part by Grantee or by a principal of Grantee.

- (d) In the event that any paved or unpaved roadway is constructed by the Grantee within the Permanent Right of Way and Easement area, Grantee agrees that it shall be responsible for any stormwater management that may be required by any state or local government regulations existing at the time of said improvements.
- (e) At its sole cost and expense, Grantee shall maintain and repair for its intended purpose each of the improvements made by or on behalf of Grantee pursuant to the terms of this Agreement, including the road within the Permanent Right of Way and Easement (collectively, the "Improvements"). All such Improvements and all modifications, alterations, and enhancements of such Improvements shall be constructed at Grantee's expense in accordance with applicable governmental laws and regulations, and subject to plans and specifications that have been approved by Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed, and if after an Improvement has been constructed it must be modified or changed to comply with governmental laws or regulations then in effect, Grantee shall promptly take the required action at its expense. Notwithstanding the terms of the immediately preceding sentence, Grantor

agrees that nothing contained in this Agreement shall require Grantee to pave any roadway constructed by Grantee within the Permanent Right of Way and Easement unless Grantee decides that such paving is necessary for its use and enjoyment of the same, or unless required by applicable governmental laws or regulations in effect from time to time. In its use of the Easements, Grantee shall make a commercially reasonable effort to minimize interference with the use and occupancy of the Grantor Property, and shall promptly restore and repair any damage that it causes to the Grantor Property. Grantee shall indemnify and save Grantor harmless from and against all claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of or relating to the use or exercise of any of the rights or Easements herein granted to Grantee or its agents, employees, tenants, invitees, licensees, contractors, or subcontractors. The Grantor agrees that the Grantee shall not have any obligation to indemnify or hold harmless the Grantor from any claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of injuries to any trespasser on the Grantor Property or Grantee Property, nor arising out of injuries to any person using the Grantor Property or Grantee Property without the express permission of the Grantee. Similarly, Grantor shall indemnify and save Grantee harmless from an against all claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of or relating to the use or exercise of any of the rights or Easements herein granted to Grantor or its agents, employees, tenants, invitees, licensees, contractors or subcontractors. The Grantee agrees that that Grantor shall not have any obligation to indemnify or hold harmless the Grantee from any claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of injuries to any trespasser on the Grantor Property or Grantee Property, nor arising out of injuries to any person using the Grantor Property or Grantee Property without the express permission of the Grantor.

- (f) Grantor agrees to cooperate with Grantee by providing any information or documentation necessary for Grantee to obtain suitable title insurance, at the Grantee's sole expense, insuring that the Grantor has the legal authority to provide and convey the rights given in this Easement and Right of Way Agreement.

This Agreement may not be modified or amended, except in writing, signed by all parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall be binding upon the heirs, executors, administrators, and successors-in-title of the parties hereto. In the event of the breach of any party's obligations under this Agreement, the breaching party shall be liable for all costs and expenses occasioned by such breach, including but not limited to court costs and attorneys' fees.

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IN TESTIMONY AND WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals this 25 day of August 2021.

GRANTOR:

ETOWAH VENTURE PARTNERS I LLC, A Georgia limited liability company

By: [Signature]

Name: Richard D. Aaronson
Title: Manager

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

Z Maddox
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 04/08/2025

GRANTEE:

TILLEY PROPERTIES, INC., a Georgia corporation

By: [Signature]
Name: Beth Tilley
Title: CEO, Tilley Properties, Inc.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

4825-8172-51681
Aaronson/Cartersville/Tilley Easement Agreement/access easement agreement 08_30_21



EXHIBIT "A"

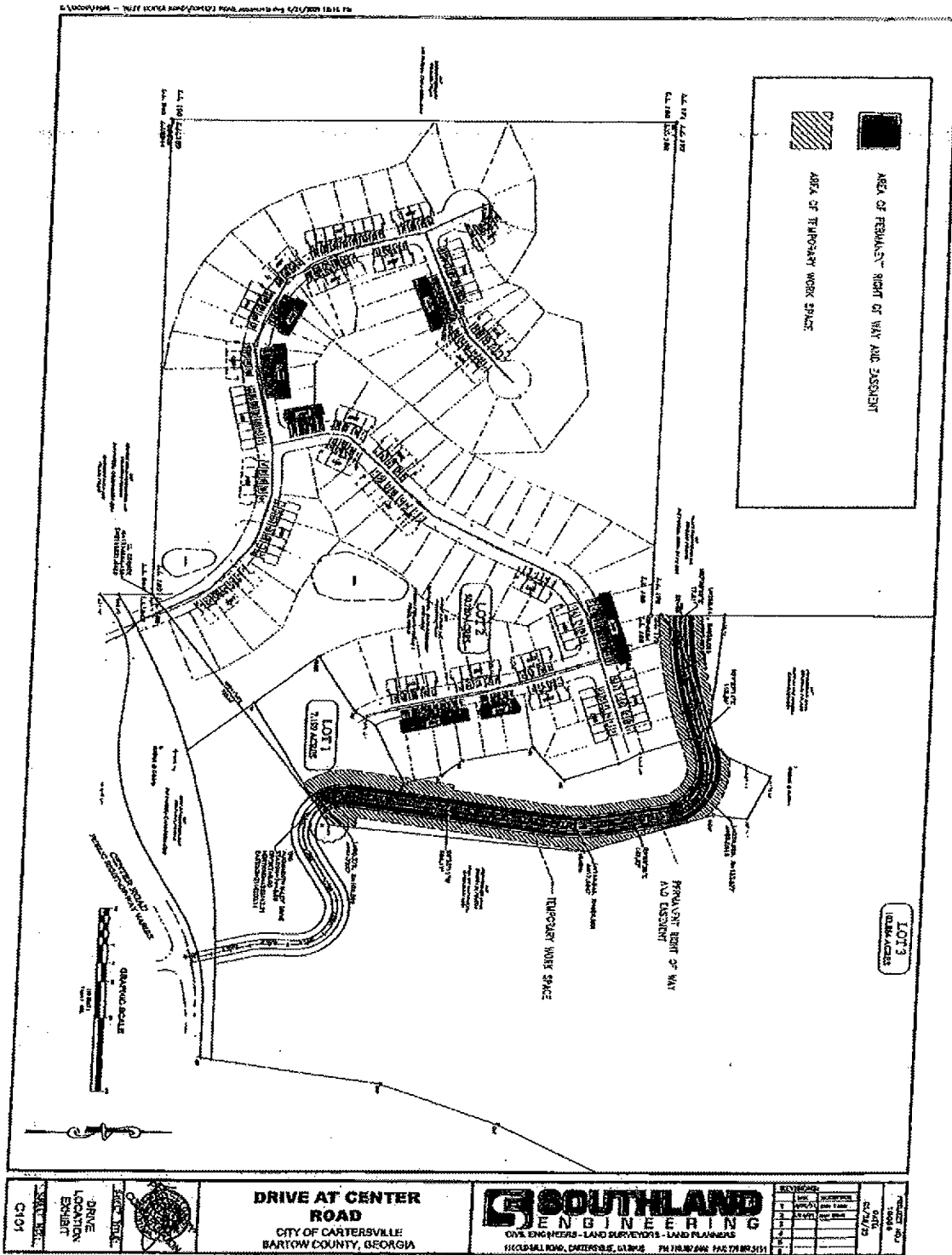
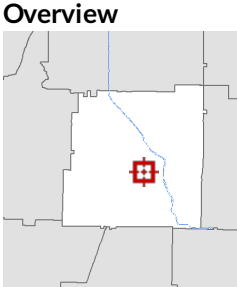
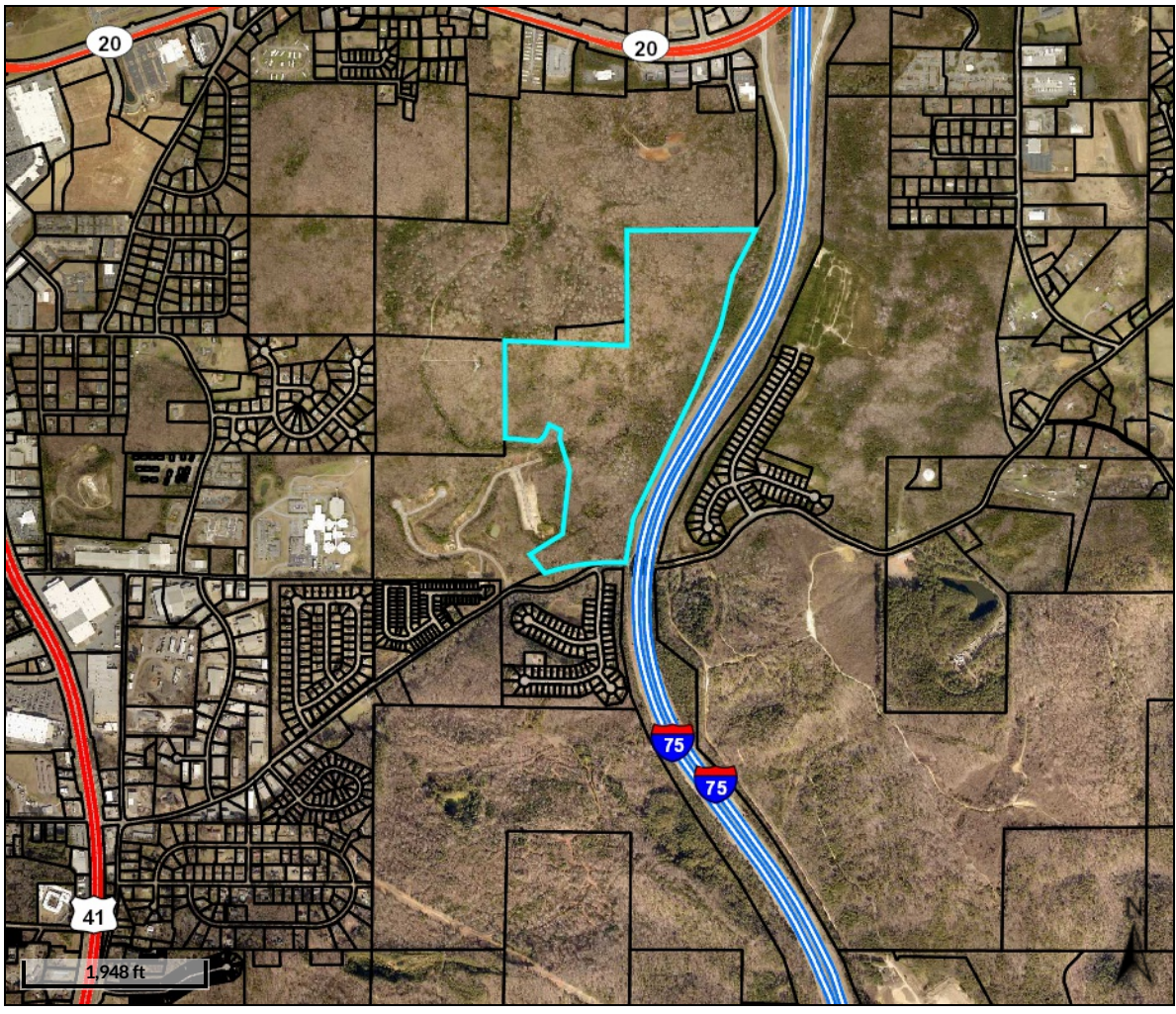




EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOTS 173, 188, 189, AND 245, OF THE 4TH DISTRICT, 3RD SECTION IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (CAR AXLE) AT THE COMMON LAND LOT CORNER OF LAND LOTS 172, 173, 188, AND 189; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 173 WITH A BEARING OF N 00°12'47" E A DISTANCE OF 27.09 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE CONTINUING ALONG SAID LAND LOT LINE WITH A BEARING OF N 00°12'47" E A DISTANCE OF 160.81 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF S 85°11'54" E A DISTANCE OF 325.04 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF N 67°53'47" E A DISTANCE OF 32.28 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 35°59'04" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 51°24'37" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 25°33'04" E A DISTANCE OF 61.63 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 25°26'59" E A DISTANCE OF 70.00 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 64°33'01" E A DISTANCE OF 128.50 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 06°07'07" W A DISTANCE OF 89.34 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED); THENCE WITH A BEARING OF S 17°01'05" E A DISTANCE OF 343.18 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED #796); THENCE WITH A BEARING OF S 06°08'33" W A DISTANCE OF 656.50 FEET TO A TREE LOCATED 18.5 FEET NORTHEAST OF AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 57°56'20" W A DISTANCE OF 394.22 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 38°18'37" E A DISTANCE OF 211.47 FEET TO AN IRON PIN FOUND (#4 REBAR) ALONG THE NORTHERN RIGHT OF WAY (R/W) OF CENTER ROAD (VARIABLE PUBLIC R/W); THENCE ALONG SAID R/W IN A SOUTHWESTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 2060.11 FEET, HAVING A CHORD BEARING OF S 65°43'28" W, A CHORD DISTANCE OF 469.55 FEET AND AN ARC LENGTH OF 470.58 FEET TO AN IRON PIN PLACED (#4 REBAR) AT THE INTERSECTION OF SAID R/W AND THE WESTERN LAND LOT LINE OF LAND LOT 245; THENCE ALONG SAID LOT LINE WITH A BEARING OF N 00°45'50" W A DISTANCE OF 85.85 FEET TO AN IRON PIN PLACED (#4 REBAR) AT THE COMMON LAND LOT CORNER OF LAND LOTS 188, 189, 244, AND 245; THENCE ALONG THE SOUTHERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF N 89°59'28" W A DISTANCE OF 1305.18 FEET TO AN IRON PIN FOUND (#4 REBAR – FLAT IRON) AT THE COMMON LAND LOT CORNER OF LAND LOTS 189, 190, 243, AND 244; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF N 00°00'27" E A DISTANCE OF 1293.44 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON LAND LOT CORNER OF LAND LOTS 171, 172, 189, AND 190; THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF S 89°28'07" E A DISTANCE OF 1356.30 FEET TO AN IRON PIN FOUND (CAR AXLE) AT THE COMMON LAND LOT CORNER OF LAND LOTS 172, 173, 188, AND 189 AND THE POINT OF BEGINNING.



- Legend**
-  Parcels
 -  Roads

Parcel ID	C108-0001-001	Alternate ID	38131	Owner Address	WHM CHATTAHOOCHEE HILLS INVESTMENTS LLC
Sec/Twp/Rng	n/a	Class	Agricultural		8000 CAPP'S FERRY
Property Address	CENTER RD	Acreage	103.85		DOUGLASVILLE, GA 30135
District	Cartersville				
Brief Tax Description	LL245 D4 Etowah preserve Ph 2				
	(Note: Not to be used on legal documents)				

Date created: 5/2/2022
 Last Data Uploaded: 4/29/2022 9:58:24 PM

Developed by  **Schneider**
 GEOSPATIAL

Application for Rezoning

City of Cartersville

Case Number: E 22-01

Date Received: 3-25-22

Public Hearing Dates:

Planning Commission May 10th **1st City Council** May 19th **2nd City Council** June 2nd
5:30pm 7:00pm 7:00pm

Applicant Prime Engineering Office Phone 404-425-7100
(printed name)

Address 3715 Northside Pkwy Mobile/ Other Phone _____

City Atlanta State GA Zip 30327 Email _____

Justin Purucker Phone (Rep) 404-425-7118
Representative's printed name (if other than applicant)

_____ Email (Rep) jpurucker@prime-eng.com

same as applicant _____
Representative Signature Applicant Signature

Signed, sealed and delivered in presence of:

Judith G Wilgus My commission expires: _____
Notary Public OFFICIAL SEAL
JUDITH G. WILGUS
NOTARY PUBLIC-GEORGIA
COBB COUNTY
My Comm. Expires Oct. 20, 2022

* Titleholder Harrison Merrill Jr Phone 404-467-6921
(titleholder's printed name)

Address 8000 Capps ferry rd,
Douglasville, GA 30135 Email HMerrilljr@foxhallresort.com

Signature _____

Signed, sealed, delivered in presence of:

Judith G Wilgus My commission expires: _____
Notary Public OFFICIAL SEAL
JUDITH G. WILGUS
NOTARY PUBLIC-GEORGIA
COBB COUNTY
My Comm. Expires Oct. 20, 2022

Present Zoning District R20 Requested Zoning RA-12

Acreage 103.85 Land Lot(s) 245 District(s) 04 Section(s) _____

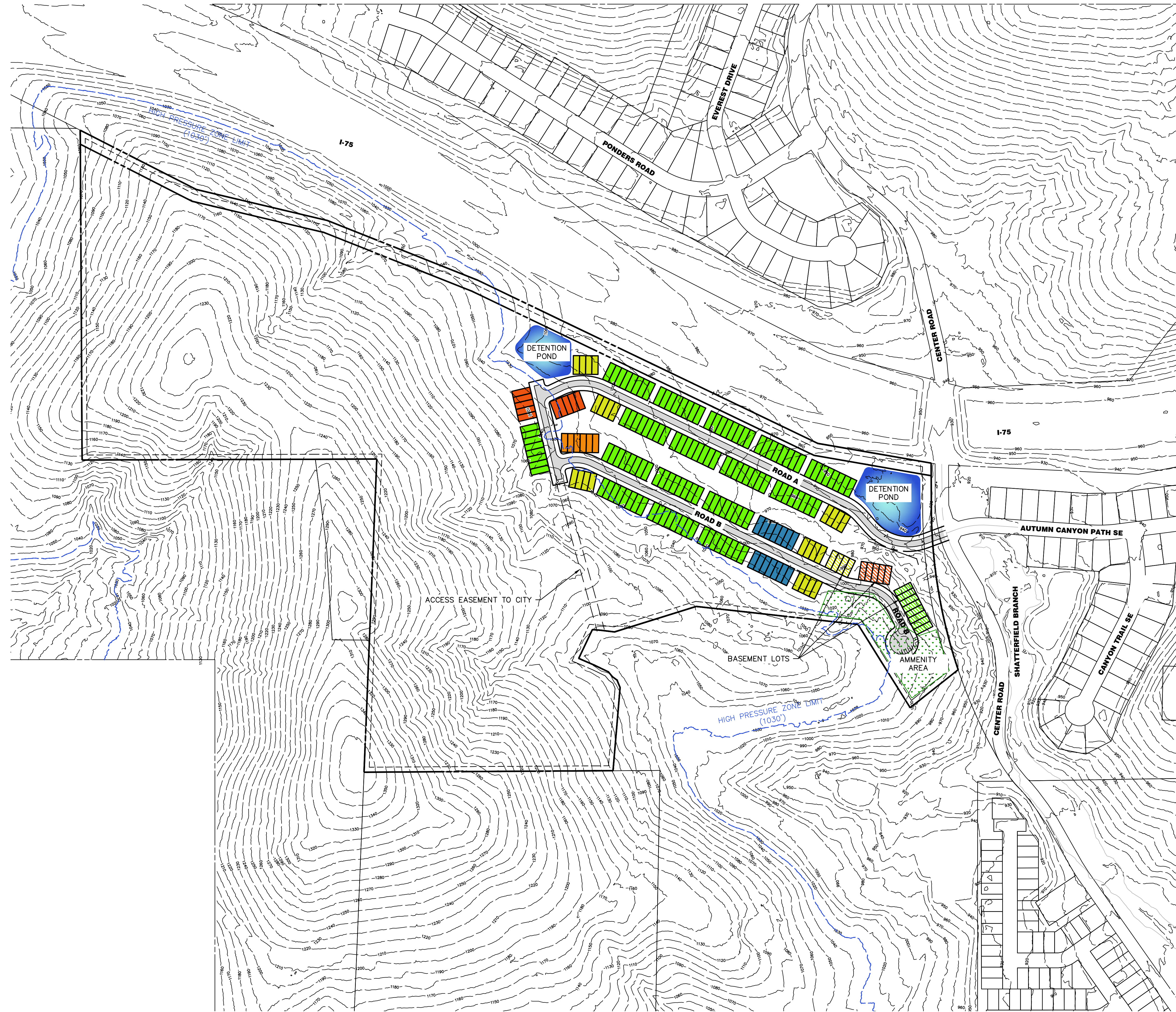
Location of Property: Center Rd & I-75, Cartersville, Bartow, GA
(street address, nearest intersections, etc.)

Reason for Rezoning Request: Residential town home neighborhood development

(attach additional statement as necessary)

*** Attach additional notarized signatures as needed on separate application pages.**

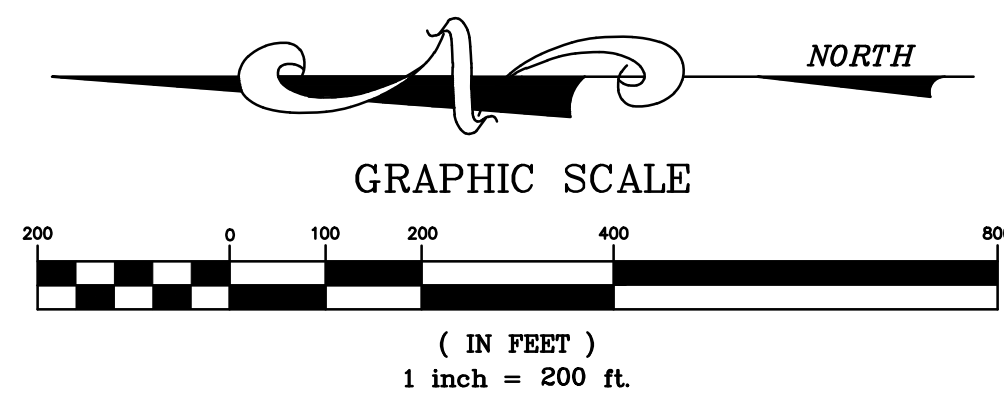
R:\1477-0003 - Merrill-Center Rd Townhomes Concept Plan\3 ENGINEERING Drawings\VR-C-SITE - Phase 1.dwg Wed, 03/16/22 9:35 AM



NOTES:

1. LOTS ARE 75' x 25'.
2. ATTACHED TOWNHOMES ARE SPLIT BETWEEN 4 THROUGH 8 UNIT BUILDINGS.
3. AREA IS IN A HIGH WATER PRESSURE ZONE AND MAINTAINED BY THE CITY OF CARTERSVILLE. MAXIMUM PRESSURE HEAD IS 1050 FT TO FIXTURE HEIGHT (1030 FT AS CONSERVATIVE ESTIMATE).
4. LOT ZONED R-20 (SINGLE FAMILY DWELLING DISTRICT). PROPERTY ZONING DOES NOT ALLOW SINGLE FAMILY ATTACHED. REZONING REQUIRED TO RA-12.

PHASE 1 UNIT COUNT		
	NO. OF BUILDINGS	NO. OF UNITS
4 UNIT BUILDING	7	28
5 UNIT BUILDING	3	15
6 UNIT BUILDING	1	6
7 UNIT BUILDING	2	14
8 UNIT BUILDING	17	136
TOTAL	34	199



PRIME ENGINEERING INCORPORATED
 3715 NORTHSIDE PARKWAY NW
 BUILDING 300, SUITE 200
 ATLANTA, GEORGIA 30327
 404-425-7100

PROJECT:
 PID C108-0001-001
 CENTER RD & I-75
 CARTERSVILLE,
 BARTOW, GA

PREPARED FOR:
 MERRILL TRUST

SEAL:

DATE:

© 2021 PRIME ENGINEERING, INC. Scales, as stated herein, are valid on the original drawing; the dimensions of which are 24 by 36 inches. These scales, noted herein, are hereby changed by the ratio of the overall sheet dimensions of the print to corresponding dimensions of the original drawing. This drawing is the property of PRIME ENGINEERING, INCORPORATED and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein and is not to be used on any other project. It is to be returned upon request.

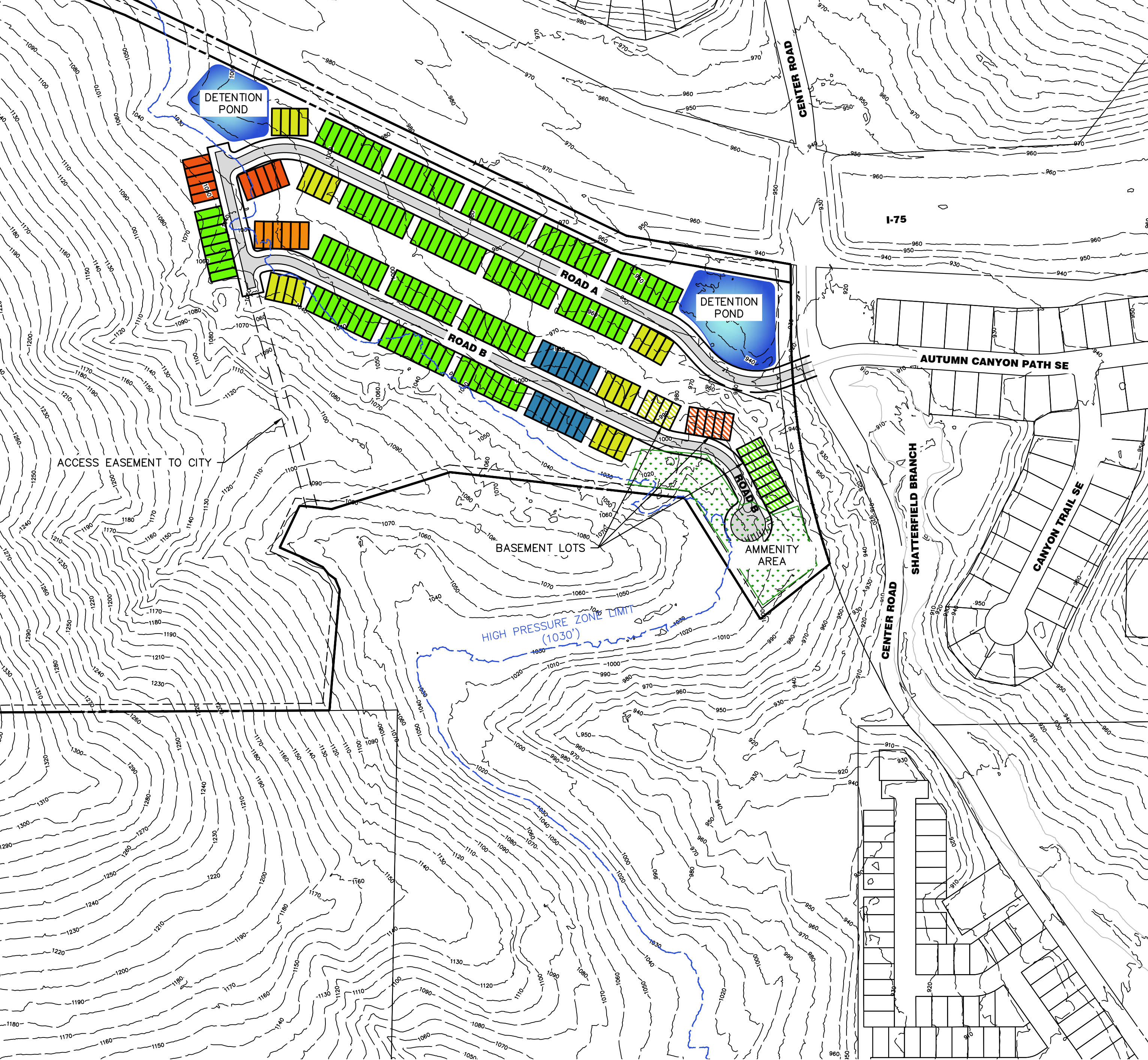
DRAWING TITLE

TOWNHOME CONCEPT #1

DRAWN BY: ABL
DESIGNED BY: JDP
CHECKED BY: RRM
DRAWING NUMBER: C-100

DRAWING DATE: 03/07/2022
DRAWING SCALE: 1" = 200'
PROJECT NUMBER: 1477-0004

NOT ISSUED FOR CONSTRUCTION



NOTES:

1. LOTS ARE 75' x 25'.
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