



LAWRENCEVILLE

GEORGIA

Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and NEW CITY CHURCH ATLANTA, INC. (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as _____, Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R 5146 B080 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of BGC~~X~~ to a new zoning classification of RS60 in order to make the zoning classification of the subject property consistent with its current residential use; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGC~~X~~; and

Whereas the parties acknowledge that the Subject Property has been zoned BGC~~X~~ for at least eighteen years, but has been used for residential purposes as a legal non-conforming use for that entire period; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- 1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGC~~X~~ until at least January 1, 2025.
- 2) The Landowner agrees to voluntarily end the residential use of the Subject

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Property on or before December 31, 2024, or to file a rezoning application to bring the zoning classification of the Subject Property into conformity with the actual use of the property. If the Landowner files a rezoning request for single family residential zoning on or before December 31, 2024, the City of Lawrenceville agrees to waive any zoning application fees related to the rezoning application.

- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

By: 
Chuck Warbington, City Manager

Date: 11/14/23


Landowner

Date: 11/14/23



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Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and L Terra Holdings, LLC (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as 386 Chestnut Street, Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R 5146B083 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of BGe to a new zoning classification of RS60 in order to make the zoning classification of the subject property consistent with its current residential use; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGe; and

Whereas the parties acknowledge that the Subject Property has been zoned BGe for at least eighteen years, but has been used for residential purposes as a legal non-confirming use for that entire period; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGe until at least January 1, ~~2025~~ **2026**.

2) The Landowner agrees to voluntarily end the residential use of the Subject

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Property on or before December 31, ~~2024~~²⁰²⁵, or to file a rezoning application to bring the zoning classification of the Subject Property into conformity with the actual use of the property. If the Landowner files a rezoning request for ~~single family~~³⁰²⁵ residential zoning on or before December 31, ~~2024~~²⁰²⁵, the City of Lawrenceville agrees to waive any zoning application fees related to the rezoning application.

- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

By: _____

Chuck Warbington, City Manager

Date: 11/15/23

Landowner Member of L Terra Holdings, LLC

Date: Jim Nash 11-15-23



LAWRENCEVILLE

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Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and L Terra Holdings, LLC (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as 292 Chestnut Street, Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R 5146B086 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of ~~BGE~~ to a new zoning classification of RS60 in order to make the zoning classification of the subject property consistent with its current residential use; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned ~~BGE~~; and

Whereas the parties acknowledge that the Subject Property has been zoned ~~BGE~~ for at least eighteen years, ~~but has been used for residential purposes as a legal non-confirming use for that entire period;~~ and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- 1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than ~~BGE~~ until at least January 1, ~~2025~~, ~~2026~~.
- 2) The Landowner agrees to voluntarily end the residential use of the Subject

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Property on or before December 31, ~~2024~~²⁰²⁵, or to file a rezoning application to bring the zoning classification of the Subject Property into conformity with the actual use of the property. If the Landowner files a rezoning request for ~~single family residential zoning~~²⁰²⁵ on or before December 31, ~~2024~~²⁰²⁵, the City of Lawrenceville agrees to waive any zoning application fees related to the rezoning application.

- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

By: 
Chuck Warbington, City Manager

Date: 11/15/23

Landowner Member of L Terra Holdings, LLC

Date:  11-15-23



LAWRENCEVILLE

GEORGIA

Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and North Clayton Ventures, LLC (Duncan Corley) (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as 288 N. Clayton Street, Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R5146B049 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of BGC to a new zoning classification of RS60; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGC; and

Whereas the parties acknowledge that the Subject Property has been zoned BGC for at least eighteen years; and

Whereas the Subject Property is currently vacant, and the most recent tenants/uses at the property were office or commercial, and not residential tenants/uses; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

- 1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGC until at least January 1, 2025.

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- 2) The Landowner agrees not to re-commence residential uses at the Subject Property without filing a rezoning application or otherwise pursuing permission from the City to do so.
- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

By: 

Chuck Warbington, City Manager

Date: 11/15/2023



Landowner
North Clayton Ventures, LLC
By: Duncan Corley
Its: Manager

Date: 11/15/23

4862-7606-0816, v. 1



LAWRENCEVILLE

GEORGIA

Settlement Agreement

This Settlement Agreement is entered into by the City of Lawrenceville, Georgia (hereinafter the City) and North Clayton Ventures, LLC (Duncan Corley) (hereinafter the Landowner).

Whereas the Landowner is the owner of the property known as 248 N. Clayton Street, Lawrenceville, Georgia 30046, which property is also known as Gwinnett County Tax Parcel R 5146B051 (hereinafter the Subject Property); and

Whereas the City contacted the Landowner and indicated its intent to file a city-initiated rezoning of the Subject Property from its current zoning classification of BGC to a new zoning classification of RS60 in order to make the zoning classification of the subject property consistent with its current residential use; and

Whereas the Landowner has advised the City that it objects to the proposed city-initiated rezoning of the Subject Property and desires for the Subject Property to remain zoned BGC; and

Whereas the parties acknowledge that the Subject Property has been zoned BGC for at least eighteen years, but has been used for residential purposes as a legal non-confirming during that period; and

Whereas the City desires to have the Subject Property used in a manner which is consistent with its legal zoning; and

Whereas the Landowner is making efforts to redevelop the Subject Property as a non-residential use but needs more time to transition the Subject Property to a non-residential use; and

Whereas the parties acknowledge that the proposed city-initiated rezoning which is opposed by the landowner could result in litigation between the parties, and the parties desire to resolve the matter without litigation;

Now therefore, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

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- 1) The City agrees that it will not file any city-initiated rezoning to rezone the Subject Property to any zoning classification other than BGC until at least January 1, 2026.
- 2) The Landowner agrees to voluntarily end the residential use of the Subject Property on or before December 31, 2025, or to file a rezoning application to bring the zoning classification of the Subject Property into conformity with the actual use of the property. If the Landowner files a rezoning request for single family residential zoning on or before December 31, 2025, the City of Lawrenceville agrees to waive any zoning application fees related to the rezoning application.
- 3) The parties acknowledge that this agreement is being entered into in order to resolve a disputed claim. It will not be construed as an admission of liability on behalf of either party.
- 4) This agreement should be construed in accordance with the laws of the State of Georgia.
- 5) The parties acknowledge that they have entered into this agreement freely and voluntarily. They further acknowledge that they have had the opportunity to consult with an attorney of their choice and to have the agreement reviewed by an attorney prior to signing the document.
- 6) The effective date of this agreement shall be the date that it is signed by the last party.

City of Lawrenceville, Georgia

By: 
Chuck Warbington, City Manager

Date: 11/15/23



LAWRENCEVILLE

GEORGIA

Landowner
North Clayton Ventures, LLC
By: Duncan Corley
Its: Manager

Date: 11/15/23

4862-1296-1937, v. 1