

EXHIBIT "B"

PERMANENT STORM WATER DETENTION FACILITY

MAINTENANCE AND INSPECTION SCHEDULE

The Property Owner agrees to maintain the Storm Water Detention Facility in a manner that will render the facility able to perform as designed. Grass will be cut as necessary but no less than every two weeks during the grass growing season and no less than monthly at other times. Ordinary trash and litter will be removed as needed to maintain pond effectiveness on a regular basis but no less than monthly.

The Property Owner agrees to perform an inspection of the Storm Water Detention Facility, using the form that is a part of this agreement as Exhibit D, on a quarterly basis. The person performing will be qualified to perform the inspection in a qualitative manner and a copy of the report will be submitted to the Planning & Development Department of the City of Loganville.

Maintenance Agreement

WHEREAS, the Property Owner _____ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, _____, located in Land Lot(s) _____, District(s) _____, of _____ County, Georgia; and,

WHEREAS, the Property Owner is the owner of real property more particularly described on the attached Exhibit A (hereinafter referred to as "the Property"), and,

WHEREAS, City of Loganville (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1.

The facility or facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

SECTION 2.

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

SECTION 3.

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of The City of Loganville to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

SECTION 4.

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 5.

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities.

SECTION 6.

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

SECTION 7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

SECTION 8.

The Property Owner shall provide the City with a bond providing for the maintenance of the facility or facilities pursuant to the City's Development Regulations concerning Maintenance Agreements.

SECTION 9.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit D and by this reference made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

SECTION 10.

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the

Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 11.

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Walton/Gwinnett County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

SECTION 12.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

SECTION 13.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

Attachments: Exhibit A (Plat and Legal Description)

Exhibit B (Maintenance and Inspection Schedules)

Exhibit C (Access Easement)

Exhibit D (Standard Operation and Maintenance Inspection Reprot

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

BY: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
PARTNERSHIP**

Name of Partnership: _____, A Georgia General
Printed or Typed Name Partnership Corporation

BY: _____ (Seal) Attest: _____
Signature Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
General Partner

Title: _____ (Seal)
Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____,
Printed or Typed Name

BY: _____
Signature

Printed or Typed Name

Title: _____
Managing Person

Attest: _____
Signature of Witness

Printed or Typed Name

Title: _____ (Seal)
Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____

**PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

Notary Public (Seal)

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

EXHIBIT 'C'

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT
AGREEMENT**

STATE OF GEORGIA

COUNTY OF WALTON/GWINNETT

THIS EASEMENT granted this ____ day of _____, 20__

between the property owner _____ as party of the first part, hereinafter referred to as Grantor, and CITY OF LOGANVILLE, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Maintenance Agreement, as shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the City of Loganville Department of Public Utilities. This easement is required by the provisions of the Maintenance Agreement executed by and between the Grantor and Grantee.

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____,
Printed or Typed Name

By: _____
Signature

Printed or Typed Name

Attest: _____
Signature of Witness

Printed or Typed Name

Title: _____
Managing Person

Notary Public (Seal)

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

EXHIBIT 'D'

CITY OF LOGANVILLE

BMP Facility Operation and Maintenance Inspection Report for Pond Facilities

Inspector Name _____ Community _____

Inspection Date _____ Address _____

Type of BMP _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
Upstream					
Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Funct.					
7. Seeps/Leaks on Downstream Face.					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

SUMMARY

1. Inspector's Remarks: _____

2. Overall Condition of Facility (Check One) Acceptable _____

Unacceptable _____

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: _____
 Engineer

Print: _____
 Engineer

Date: _____

Maintenance Agreement

WHEREAS, the Property Owner _____ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, _____, located in Land Lot(s) _____, District(s) _____, of _____ County, Georgia; and,

WHEREAS, the Property Owner is the owner of real property more particularly described on the attached Exhibit A (hereinafter referred to as "the Property"), and,

WHEREAS, City of Loganville (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1.

The facility or facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

SECTION 2.

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

SECTION 3.

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of The City of Loganville to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

SECTION 4.

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 5.

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities.

SECTION 6.

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

SECTION 7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

SECTION 8.

The Property Owner shall provide the City with a bond providing for the maintenance of the facility or facilities pursuant to the City's Development Regulations concerning Maintenance Agreements.

SECTION 9.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit D and by this reference made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

SECTION 10.

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the

Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 11.

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Walton/Gwinnett County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

SECTION 12.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

SECTION 13.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

BY: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
PARTNERSHIP**

Name of Partnership: _____, A Georgia General
Printed or Typed Name Partnership Corporation

BY: _____ (Seal) Attest: _____
Signature Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____ Title: _____ (Seal)
General Partner Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____ By: _____
City Manager, City of Loganville, Georgia Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____,
Printed or Typed Name

BY: _____
Signature

Printed or Typed Name

Title: _____
Managing Person

Attest: _____
Signature of Witness

Printed or Typed Name

Title: _____ (Seal)
Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____

**PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

Notary Public (Seal)

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

EXHIBIT 'C'

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT
AGREEMENT**

STATE OF GEORGIA

COUNTY OF WALTON/GWINNETT

THIS EASEMENT granted this ____ day of _____, 20__

between the property owner _____ as party of the first part, hereinafter referred to as Grantor, and CITY OF LOGANVILLE, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Maintenance Agreement, as shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the City of Loganville Department of Public Utilities. This easement is required by the provisions of the Maintenance Agreement executed by and between the Grantor and Grantee.

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: _____
Signature of Owner

Attest: _____
Witness

Printed or Typed Name

Printed or Typed Name

By: _____
Signature of Owner

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

By: _____
Signature of Owner

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

(Seal) _____
Notary Public

CITY SEAL

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____ By: _____
Utilities Director, City of Loganville, Georgia Stormwater Foreman, City of Loganville, Georgia

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____,
Printed or Typed Name

By: _____
Signature

Printed or Typed Name

Attest: _____
Signature of Witness

Printed or Typed Name

Title: _____
Managing Person

Notary Public (Seal)

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

EXHIBIT 'D'

CITY OF LOGANVILLE

BMP Facility Operation and Maintenance Inspection Report for Pond Facilities

Inspector Name _____ Community _____

Inspection Date _____ Address _____

Type of BMP _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
Upstream					
Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Funct.					
7. Seeps/Leaks on Downstream Face.					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

SUMMARY

1. Inspector's Remarks: _____

2. Overall Condition of Facility (Check One) Acceptable _____

Unacceptable _____

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: _____
Engineer

Print: _____
Engineer

Date: _____



Planning and Development
4303 Lawrenceville Road
Loganville, GA 30052
Tel: 770-466-2633
Email: planning@loganville-ga.gov

PROJECT PLAN REVIEW SUBMITTAL FORM - BUILDING

PROJECT INFORMATION	
Project Name:	Suite #
Submittal Date:	Submitted By:
Project Address:	Parcel(s):

Project Type ☒	Commercial	Residential Multi Family	Industrial
Zoning:	Rezoning/Special Use Case Number:		

Density:	Minimum Dwelling Size	One Story	Two Story
Buffer(s) Required? ☒	Yes	Minimum	No
Building/Suite Square Footage:	Estimated Cost of Construction: \$		

CONTACT INFORMATION		
Property Owner:	Contact Person:	
Address:		
City:	State:	Zip Code:
Phone Number:	Email:	
Designer:	Contact Person:	
Address:		
City:	State:	Zip Code:
Phone Number:	Email:	

Plans are preferred to be submitted digitally. Please either attach plans to an email and send to planning@loganville-ga.gov or share the file via Dropbox to planning@loganville-ga.gov

OFFICE USE ONLY

PLANEN: _____
PLANAD: _____
FIREIN: _____
TOTAL: _____

RECEIPT #: _____
TAKEN BY: _____
DATE PAID: _____

When are Stamped Plans Required?

The Building Department is required by law to conduct plan reviews of public and commercial buildings. It conducts these reviews with the City Fire Marshal's Office. The following guidelines explain when stamped plans are, or are not, required. (Definition: "stamped" means plans prepared by a Georgia licensed architect or engineer.)

Section 107 of the Building Code requires plans to be prepared and designed by an engineer or architect licensed by the State to practice as such in the specific discipline. There are some exceptions.

Under specific written standards issued by the City Fire Marshal's Office and the Building Department, require stamped plans under Section 107 except as below.

Unstamped plans are only acceptable if plans meet the criteria outlined in the follows:

Plan will be a minimum of 11 ½ x 17 in size. Plans will be a minimum of computer drawn (no hand drawn plans will be accepted).

Plans will be required to meet minimum submittal standards of section 107 of the IBC code and include a title page listing jurisdiction, applicable codes, property owner, 24 hour contact and scope of work.

Alterations or repairs to a building that do not change or affect the structural system or the safety of the building, means of egress or that does not affect the public health, safety or welfare; the alteration or repair is uncomplicated; and the plans submitted are detailed enough to answer all key/essential items for the plan review and are complete enough so that a list of additional information or details is not required. As a guideline, if over 10 additional items are annotated, the plans are not complete enough for review.

Buildings which require an area separation wall, fire protection system or is a mixed occupancy, are to be considered complicated and stamped plans are required.

While the above criteria offers a guide to the circumstances under which we may accept unstamped plans, the City Fire Marshal's Office and the Building Department still has the authority to order stamped plans on any building where drawings submitted are not, in our estimation, sufficient for review

NOTE: "Uncomplicated" shall mean: Plans will not involve area separation walls, change of occupancy, and/or does not require changes to the means of egress.

If we receive plans that do not meet the criteria in the paragraph above the procedure is to write a letter back to the applicant and notify them that the plans are insufficient for review and a set of stamped plans are required. The Building Department will not normally provide list of over 10 items that still need to be included or detailed.

If the plans are stamped the same procedure applies except that our letter back to architect or engineer will state that we have started a plan review however there are too many problems with the plans to conduct a review. The letter may make a recommendation that they review specific sections of the IBC/IFC.



PLANNING COMMISSION MEETING AGENDA

Thursday, April 23, 2026 at 6:30 PM

Municipal Council Chambers, 4303 Lawrenceville Road

1. CALL MEETING TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A. **Approval of minutes from 03/26/2026 meeting**

5. NEW BUSINESS

A.

Case #V26-002 – Timothy Prater/ Prater Consulting LLC, requested a Major Variance for the property located at 520 Brand Rd, Loganville, GA 30052. Map/Parcel # R5160 059, Gwinnett County. Present zoning is LI. Ordinance and Section from relief is sought is Zoning Ordinance 119-380. Request for variance for reduction in the amount of parking.

6. ADJOURN

Public is welcomed to attend.



PLANNING COMMISSION MEETING MINUTES

Thursday, March 26, 2026 at 6:30 PM

Municipal Council Chambers, 4303 Lawrenceville Road

1. **CALL MEETING TO ORDER:** Interim Chairman Ellis called the meeting to order with a request to amend the Agenda Minutes after line item 5 to elect a new Vice Chairman for the Planning Commission Board. Commission Swanson made a motion and Commissioner Dodd Seconded. Motion approved 5-0.

PRESENT

Commissioner Linda Dodd
Interment Chairman Tiffany Ellis
Commissioner Michael Joyner
Commissioner Toyin Olaoluwa
Commissioner Cathy Swanson
Commissioner Joshua Wauters

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

- A. Approval of Minutes from October 23, 2025

Motion made by Commissioner Dodd to approve the minutes, seconded by Commissioner Joyner.
Voting Yea: Commissioner Dodd, Commissioner Joyner, Commissioner Olaoluwa, Commissioner Swanson, Commissioner Wauters. Motion approved 5-0

5. NEW BUSINESS

- A. **Case #V26-001** – Augustin Sanchez, homeowner, requested a Major Variance for the property located 3965 Pecan Rd, Loganville, GA 30052. Map/Parcel # R5160 043, Gwinnett County, GA. Present zoning is R-22. Ordinance and Section from which relief is sought is Zoning Ordinance 119-209 (c). Request for variance for reduction in the Minimum required lot width.

Interim Chairman Ellis ask the homeowner or representative present to speak. The homeowner, Augustin Sanchez, spoke and said that he is requesting variance so he could split the property for two residences.

Then Donna Lewis, representative for the homeowner, from spoke and said that there is a home on the left and a mobile home on the right. The homeowner is going to renovate both lots to sell separately.

Commissioner Dodd stated she went by the property and only saw one driveway. She asked if there were two driveways. Mr. Sanchez responded with yes.

Commissioner Dodd then ask where the driveways were. Mr. Sanchez responded with One is on the side of the current house and one is on the side of the current mobile home.

Commissioner Swanson then stated she went by the property today and said that the property on the right looks nice. She then ask if the structure on the left was going to be torn down or remodeled. Mr Sanchez stated that the structure of the left will be torn down and a new construction will be built.

Interim Chairman Ellis then asked if there were any more questions from the Planning Commission Board and there were none.

Interim Chairman Ellis then asked if anyone in the audience would like to speak on this case. There was none.

Motion made by Commissioner Dodd to approve Variance Application, seconded by Commissioner Joyner.

Voting Yea: Commissioner Dodd, Commissioner Joyner, Commissioner Olaoluwa, Commissioner Swanson, Commissioner Wauters , Motion approved 5-0

B. INTERIM CHAIRMAIN ELLIS STATED THAT THE PLANNING COMMISSION BOARD WAS IN NEED OF A VICE CHAIRMAN. She then asked for a motion.

Commissioner Joyner made a motion to nominate Commissioner Linda Dodd as Vice Chairman.

Seconded by Commisioner Swanson. Motion approved 5-0.

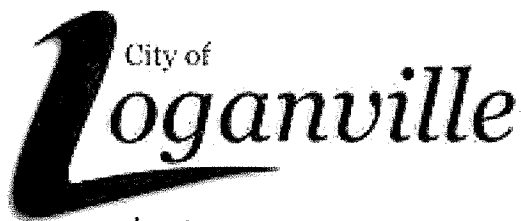
Interment Chairman Ellis then welcomed Commissioner Dodd as new Vice Chairman.

6. ADJOURN

Motion made by Commissioner Joyner to adjourn meeting, Seconded by Commissioner Swanson.

Voting Yea: Commissioner Dodd, Commissioner Joyner, Commissioner Olaoluwa, Commissioner Swanson, Commissioner Wauters. Motion approved 5-0.

Meeting adjourned at 6:42 pm.



Date: 3/4/26

CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633 • 770.466.3240 • Fax 770.554.5556

Section 5, Item A.

Application # V 26-002

APPLICATION FOR MAJOR VARIANCE

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Timothy Prater/ PRATER CONSULTING LLC</u> ADDRESS: <u>19 College Street P.O. Box 6</u> CITY: <u>Auburn</u> STATE: <u>GA</u> Zip: <u>30011</u> PHONE: <u>404-757-0889</u>	NAME: <u>RED LION ACQUISITION & MANAGEMENT</u> ADDRESS: <u>2382 PRO-TEC WY STE</u> CITY: <u>Loganville</u> STATE: <u>GA</u> Zip: <u>30052</u> PHONE: <u>770-703-5140</u> (*attach additional pages if necessary to list all owners)
Applicant is: ☐ Property Owner ☐ Contract Purchaser ☒ Agent ☐ Attorney	
CONTACT PERSON: <u>Tim Prater</u> PHONE: <u>404-757-0889</u> EMAIL: <u>tprater@praterconsultingllc.com</u> FAX: <u>N/A</u>	
PROPERTY INFORMATION	
MAP & PARCEL # <u>5160 059</u> PRESENT ZONING: <u>LI</u> ACREAGE: <u>2.97</u> ADDRESS: <u>520 BRAND RD</u> COUNTY: <u>GWINNETT</u> Ordinance and Section from Which Relief is Sought: <u>119-380. - Minimum off-street parking and loading</u> Description of Request: <u>REDUCE THE AMOUNT OF PARKING</u>	

You must attach: ☒ Application Fee ☒ Legal Description ☒ Plat of Property ☒ Letter of Intent
☒ Site Plan ☒ Names/Addresses of Abutting Property Owners ☒ Justification Analysis

Pre-Application Conference Date: 3-02-26

Accepted by Planning & Development: [Signature] DATE: 3/4/26 FEE PAID: \$500.00

CHECK # X RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: 4/1/26 NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☐ Approve ☐ Approve w/conditions ☐ Deny ☐ No Recommendation

Commission Chairman: _____ DATE: _____

CITY COUNCIL ACTION: ☐ Approved ☐ Approved w/conditions ☐ Denied ☐ Tabled to _____
☐ Referred Back to Planning Commission ☐ Withdrawn

Mayor

City Clerk

Date

Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

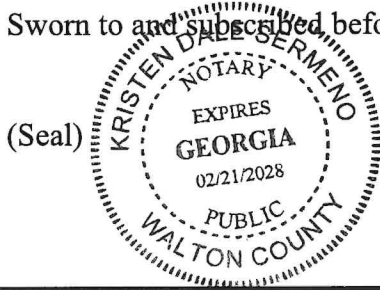
[Signature]
Applicant's Signature

3-4-26
Date

TIMOTHY PRATER - CEO PRATER CONSULTING LLC.

Print Name and Title

Sworn to and subscribed before me this 4th day of march, 2026



Kristen Dale Sermeno 2/21/28
Signature of Notary Public

Property Owner's Certification (complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

- a) the owner of record of property contained in this application, and/or
- b) X the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

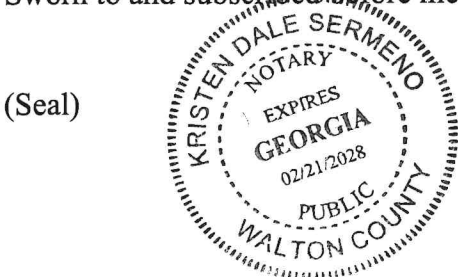
that all information contained in this application is complete and accurate to the best of their knowledge.

[Signature]
Owner's Signature

3-4-26
Date

Juan Ramon Owner
Print Name and Title

Sworn to and subscribed before me this 4th day of march, 2026



Kristen Dale Sermeno 2/21/28
Signature of Notary Public

APPLICANT'S RESPONSES TO EVALUATION CRITERIA (Zoning Variance)

In the space provided or in a separate attachment, provide responses to the following questions:

- 1. What extraordinary or exceptional conditions due to size, shape or topography are present on the property in question that support the request for relief?**

The Warehouse is for storage of material only and will not be open or accessible to the public.

- 2. What other conditions are unique to the property and adversely affect its reasonable use or usability as currently zoned?**

We are asking for a reasonable number of parking spaces for the use as stated in the scope of intent of the ordinance

- 3. How does the application of the requirements of the applicable ordinance to the property in question create an unnecessary hardship?**

The Ordinance is requiring unnecessary construction and expense in regards to the use of the property

- 4. Would the requested relief, if granted cause substantial detriment to the public good or impair the purpose and intent of the applicable ordinance?**

No

- 5. Does the relief requested grant a use of land or building or structure that is otherwise prohibited by the applicable ordinance?**

No

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 159 AND 160 OF THE 5TH DISTRICT, OF GWINNETT COUNTY, GEORGIA, THE BEARINGS BASE ON GEODETIC GRID SYSTEM (GEORGIA WEST ZONE) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING; COMMENCE AT A POINT ON THE SOUTH SIDE OF BRAND ROAD (80' RIGHT OF WAY) AND THE EAST SIDE OF OAK GROVE ROAD (80' RIGHT OF WAY) THENCE TRAVELING ALONG THE SOUTHEAST SIDE OF BRAND ROAD; A DISTANCE OF 421.78' TO AN IRON PIN SET (5/8 INCH REBAR); SAID POINT BEING THE TRUE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHEAST SIDE OF BRAND ROAD.

NORTH 45 DEGREES 36 MINUTES 48 SECONDS EAST; A DISTANCE OF 30.79 FEET,
NORTH 44 DEGREES 49 MINUTES 14 SECONDS EAST; A DISTANCE OF 42.36 FEET,
NORTH 44 DEGREES 15 MINUTES 55 SECONDS EAST; A DISTANCE OF 27.33 FEET,
NORTH 45 DEGREES 00 MINUTES 21 SECONDS EAST; A DISTANCE OF 34.36 FEET,
NORTH 47 DEGREES 06 MINUTES 28 SECONDS EAST; A DISTANCE OF 24.25 FEET,
NORTH 49 DEGREES 14 MINUTES 26 SECONDS EAST; A DISTANCE OF 43.64 FEET,
NORTH 53 DEGREES 10 MINUTES 40 SECONDS EAST; A DISTANCE OF 52.67 FEET,
NORTH 57 DEGREES 25 MINUTES 43 SECONDS EAST; A DISTANCE OF 53.61 FEET,
NORTH 63 DEGREES 03 MINUTES 08 SECONDS EAST; A DISTANCE OF 54.66 FEET,
NORTH 69 DEGREES 11 MINUTES 04 SECONDS EAST; A DISTANCE OF 30.62 FEET TO AN IRON PIN FOUND (#6 REBAR),

THENCE LEAVING SAID RIGHT OF WAY; SOUTH 40 DEGREES 14 MINUTES 34 SECONDS EAST; A DISTANCE OF 316.72 FEET TO AND IRON PIN FOUND (#4 REBAR),

THENCE SOUTH 46 DEGREES 48 MINUTES 18 SECONDS WEST; A DISTANCE OF 347.26 FEET TO AN IRON PIN FOUND (#4 REBAR),

THENCE NORTH 47 DEGREES 22 MINUTES 02 SECONDS WEST; A DISTANCE OF 156.00 FEET TO A POINT,

THENCE NORTH 47 DEGREES 00 MINUTES 28 SECONDS WEST; A DISTANCE OF 201.42 FEET TO AN IRON PIN FOUND AND BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.97 ACRES ACCORDING TO A RETRACEMENT SURVEY FOR JUAN RAMON, PREPARED BY MICHAEL A. HUGHES, GEORGIA R.L.S. NO. 2569 OF ACCESS CONSULTANTS, DATED JUNE 19, 2024.

LETTER OF INTENT FOR VARIANCE APPLICATION OF
RED LION ACQUISITIONS AND MANAGEMENT

Tim Prater/Prater Consulting LLC submits this Letter of Intent and the attached variance application (the “Application”) on behalf of Red Lion Acquisition and Management INC (the “Property Owner”), relative to an existing structure and warehouse storage building on approximately 2.97 +or- acres of land (the “Property”) located at 520 Brand Rd. The property is currently zoned LI (Light Industrial). The Applicant and Owner requests that the city grant relief from section 119-380 of the city code.

The Property’s location on Brand Rd. will serve as staff office space for an existing Roof Company. Office staff will consist of 5 people in total; the main customer clientele of the business is performed online or by telephone. The Applicant is proposing if granted to install 14 parking spaces including handicap parking which would be a reduction of more than allowed by an administrative variance.

As per the scope of the ordinance section that states “It is the intent of this article that all buildings, structures and uses of land shall provide off-street parking and loading space in an amount sufficient to meet the needs caused by the building or use of land and that such parking and loading spaces be so that they are in fact readily usable for such purposes”.

The proposed parking reduction is compatible with the business and the property use and is in line with the spirit, intent and the scope of the ordinance.

The Applicant and I welcome the opportunity to meet with staff of the City of Loganville Department of Planning and Development to answer any questions or to address any concerns related to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of the Application.

Respectfully submitted the 6th day of March, 2026

TIM PRATER

Representative of Applicant
PRATER CONSULTING
Building a Better Tomorrow One Zone at a Time



ABUTTING PROPERTY OWNERS

- ✓ **530 BRAND RD**
BRIGHT STONE LENDING LLC
1147 TRANQUIL BROOK DR
NAPLES FL. **34114**
- ✓ **540 BRAND RD**
BRIGHT STONE LENDING LLC
1147 TRANQUIL BROOK DR
NAPLES FL. **34114**
- ✓ **3900 OAK GROVE RD**
NSA 110 V JV PO LLC
8400 E PRENTICE AVE STE 900
GREENWOOD VILLAGE CO. 80111
- ✓ **R5160 183**
BRAND RD
CAMTEC PROPERTIES LLC
86 LAURELTON CIR
LAWRENCEVILLE GA 30044
- ✓ **3836 OAK GROVE RD**
HOLY CROSS ANGLICAN CHURCH INC
PO BOX 776 LOGANVILLE GA. 30052

SITE PLAN NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF LOGANVILLE REGULATIONS AND CODES AND D.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF SIDEWALKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY DRAINAGE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
4. THERE ARE EXISTING STRUCTURES TO BE REMOVED. CONTACT ENGINEER IF ANY STRUCTURES ARE FOUND NOT SHOWN ON THESE PLANS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
6. SITE IS CURRENTLY ZONED PLANNED UNIT DEVELOPMENT L-1.
7. SITE HAS NO EXISTING OR PREVIOUSLY EXISTING LANDFILLS AND NO PROPOSED ON-SITE BURIAL PITS.
8. THERE ARE NO CEMETERIES LOCATED ON THE SITE.
9. BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN SURVEY BY ACCESS CONSULTANTS, DATED JUNE 19, 2024.
10. WATER AND SEWER SERVICE PROVIDED BY CITY OF LOGANVILLE.
11. HANDICAP RAMPS REQUIRED AT ALL SIDEWALK CROSSINGS.
12. NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC SHALL BE PROVIDED AND MAINTAINED THROUGHOUT THE WIDENING OF AND CONSTRUCTION ON ROADS IN CITY OF LOGANVILLE. DOES NOT CONSTITUTE APPROVAL OF ANY CITY OF LOGANVILLE APPROVAL OF THESE PLANS BY GEORGIA DOT.
13. WORK OR DRIVEWAY LOCATION IN STATE RIGHTS-OF-WAY WITHOUT APPROVAL OF GEORGIA DOT.
14. WATER METER(S) MUST BE LOCATED WITHIN THE RIGHT-OF-WAY. A BACKFLOW PREVENTER DEVICE IS REQUIRED TO BE INSTALLED (IF NOT CURRENTLY EXISTING) ON EACH DOMESTIC OR FIRE SERVICE, AND ANY OTHER TYPE OF WATER SERVICE CONNECTION.
15. NO PRESSURE REDUCING VALVES ARE TO BE INSTALLED ON FIRELINES. ALL FIRELINES ARE TO BE INSPECTED PRIOR TO COVERING.
16. NO PRESSURE REDUCING VALVES ARE TO BE INSTALLED ON FIRELINES. ALL FIRELINES ARE TO BE INSPECTED PRIOR TO COVERING.
17. NO STREET/PARKING LOT LIGHTING BEING PROPOSED IN THE SCOPE OF THIS WORK. LIGHTING TO BE DESIGN AND INSTALL BY POWER PROVIDER.
18. MATERIALS FOR FACINGS, WITHIN ANY CH DISTRICT ALL BUILDING AND STRUCTURE FINISH MUST BE FINISHED WITH GLASS, METAL COMPOSITE MATERIALS, WOOD, CERAMICS, OR MASONRY EXCEPT FOR INCIDENTAL METAL TRIM (NON-MCM) AND MUST EXTEND DOWN EACH SIDE 20 FEET TOWARD THE REAR OF BUILDING.

NOTES:

1. ALL TREE PROTECTION AREAS TO BE PROTECTED FROM SEDIMENTATION.
2. ALL TREE PROTECTION FENCING TO BE INSPECTED DAILY AND REPLACED OR REPAIRED AS NEEDED.
3. ALL TREE PROTECTION DEVICES ARE TO BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED.
4. NO PARKING, STORAGE, OR OTHER CONSTRUCTION SITE ACTIVITIES ARE TO OCCUR WITHIN TREE PROTECTION AREAS.
5. ALL REQUIRED VEGETATION MUST BE MAINTAINED FOR ONE YEAR AFTER THE DATE OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.

SITE ANALYSIS

TOTAL BUILDING	7,492 S.F.
OFFICE	2,492 S.F.
WAREHOUSES	5,000 S.F.

ZONED	L-1
TOTAL AREA	2.97 AC.

PARKING CALCULATION

1 SP. / 200 S.F. / OFFICE	13 SPACES
PLUS 3 PER OPERATOR.	3 SPACES

4 SP. / 5,000 S.F. / WAREHOUSES	4 SPACES
---------------------------------	----------

1 SP. / EMPLOYEE X 8 EMPLOYEES	8 SPACES
--------------------------------	----------

TOTAL REQUIRED	28 SPACES
----------------	-----------

TOTAL PROVIDED	19 SPACES
----------------	-----------

H.C. SPACES REQ.	
------------------	--

1 H.C. SP. / 25 SP.	
H.C. SPACES REQUIRED	1 SPACES
H.C. SPACES PROVIDED	2 SPACES

SITE PLAN KEYED NOTES

- (A) AREA STRIPED WITH SWSL/4"ACMP @ 45° AT 2'-0" O.C.
- (B) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET.
- (C) ACCESSIBLE RAMP.
- (Da) 24" CONCRETE CURB AND GUTTER (TYPE A) TYPICAL. SEE DETAIL SHEER C-5.2
- (Db) 24" CONCRETE CURB AND GUTTER (TYPE B) TYPICAL. SEE DETAIL SHEER C-5.2
- (Dc) 8" X 30" X 14" DIMENSIONS CONCRETE CURB AND GUTTER.
- (E) PAINTED DIRECTIONAL ARROW (TYPICAL). SEE DETAIL SHEET.
- (F) CONCRETE DUMPSTER PAD.
- (G) 6" CONCRETE SIDEWALK
- (H) HANDICAP SIGN. SEE DETAIL SHEET.
- (I) 4" CONCRETE FLUME
- (J) 6" RIBBON CURB
- (K) TIE INTO EX. SIDEWALK
- (L) 5" CONCRETE SIDEWALK

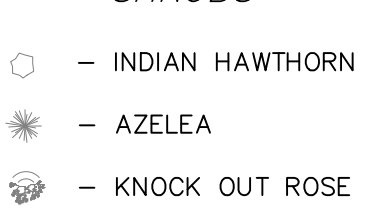
PLANT LIST

QTY.	COMMON NAME	SIZE	UNITS	TOTAL UNITS
3	WILLOW OAK	2" CALIPER	0.4	1.2
6	RED BUD	2" CALIPER	0.4	2.4
22	INDIAN HAWTHORN	3 GAL.		
6	KNOCK OUT ROSE	3 GAL.		
TOTAL UNITS				3.6

TREE LEGEND



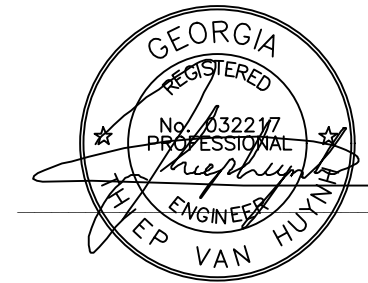
SHRUBS



PROPOSED TREES ARE NOT TO SCALE

SIGHT DISTANCE CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THE SIGHT DISTANCE FOR THE PROJECT IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROACHING MINOR THOROUGHFARE IS 35 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF 390 FEET TO THE LEFT, AND 390 FEET TO THE RIGHT. THE SIGHT DISTANCE SHALL PROVIDE CLEAR VISIBILITY OF AN OBJECT 4 FEET ABOVE THE INTERSECTING STREET VIEWED FROM THE CENTERLINE OF THE DRIVEWAY AT THE RIGHT-OF-WAY LINE OF THE INTERSECTING STREET, AT A HEIGHT OF 3.5 FEET ABOVE THE GROUND.



DATE: 11-03-25

Note: Any requests for an open road cut and/or lane closure shall need to begin with an email to DOTCommunityRelations@gwinnettcountry.com to initiate the process. Approval of either a road cut or lane closure will not be considered until a request has been sent to the email address shown above. For any questions, please send an email to the address above, or call the Gwinnett County Department of Transportation main number at 770.822.7400.

All traffic control signs that are removed or damaged must be reinstated or replaced. All signs must be reinstated to the standards in the Manual on Uniform Traffic Control Devices (MUTCD).

REQUIRED OPEN SPACE

FRONTAGE:

10' LANDSCAPE STRIP REQUIRED ALONG 238.04' OF FRONTAGE.

LESS 34.05' FOR ACCESS DRIVEWAY.

=203.99' X 10' = 2,039.9 S.F.

INTERIOR LANDSCAPING:

PROPOSED 27 PARKING SPACE AND DRIVEWAY

= 29,474 SF

REQUIRED 2% OF PARKING LOT BE LANDSCAPED

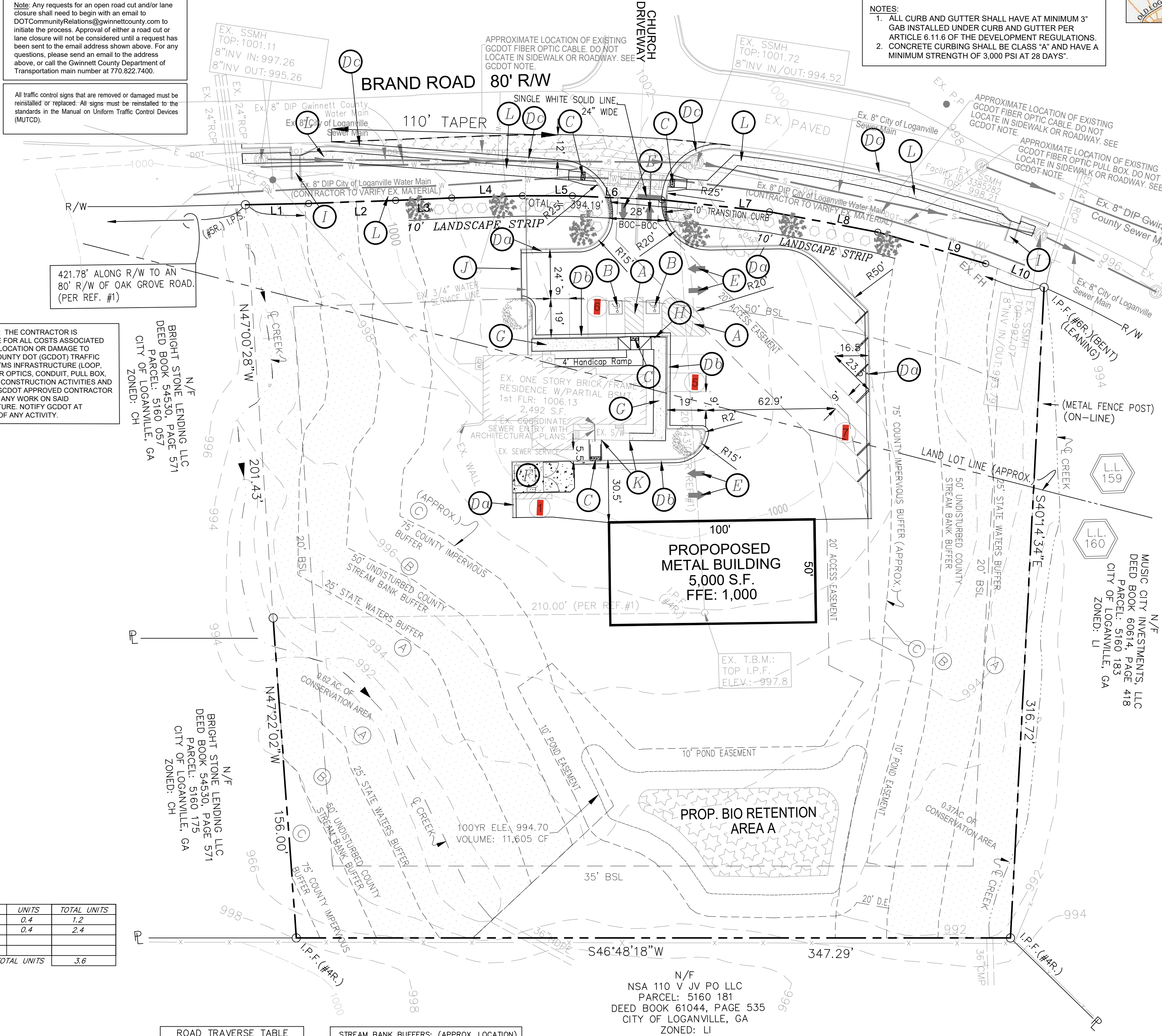
= 29,474SF X .02 = 589.48 SF

TOTAL OPEN SPACE REQUIRED = 2,629.38 S.F.

TOTAL OPEN SPACE PROVIDED = 88,183 SF

TOTAL TREES REQUIRED = 2,629.38 S.F. /500 TREE/SF= 5.26 TREES

TOTAL TREES PROVIDED = 9 TREES



COURSE	BEARING	DISTANCE
L1	N45°36'48"E	30.79'
L2	N44°49'14"E	42.26'
L3	N44°15'55"E	27.33'
L4	N45°00'21"E	34.36'
L5	N47°06'28"E	24.25'
L6	N49°14'26"E	43.64'
L7	N53°10'40"E	52.67'
L8	N57°25'43"E	53.61'
L9	N63°03'08"E	54.66'
L10	N69°11'04"E	30.62'

STREAM BANK BUFFERS: (APPROX. LOCATION)

(A) - 25' STATE WATERS BUFFER (FROM TOP OF BANK)

(B) - 50' UNDISTURBED COUNTY STREAM BANK BUFFER (FROM TOP OF BANK)

(C) - 75' COUNTY IMPERVIOUS BUFFER (FROM TOP OF BANK)

NOTE: BEFORE ANY PLANNING OR DESIGN OCCURS, THE TOP OF BOTH CREEK BANKS SHOULD TO BE LOCATED FOR DESIGN MAPPING AND MARKED ON THE GROUND. CENTERLINE CREEK LOCATIONS BASED ON FIELD OBSERVATIONS AND LIDAR TOPOGRAPHY.

REQUIRED OPEN SPACE

FRONTAGE:

10' LANDSCAPE STRIP REQUIRED ALONG 238.04' OF FRONTAGE.

LESS 34.05' FOR ACCESS DRIVEWAY.

=203.99' X 10' = 2,039.9 S.F.

INTERIOR LANDSCAPING:

PROPOSED 27 PARKING SPACE AND DRIVEWAY

= 29,474 SF

REQUIRED 2% OF PARKING LOT BE LANDSCAPED

= 29,474SF X .02 = 589.48 SF

TOTAL OPEN SPACE REQUIRED = 2,629.38 S.F.

TOTAL OPEN SPACE PROVIDED = 88,183 SF

TOTAL TREES REQUIRED = 2,629.38 S.F. /500 TREE/SF= 5.26 TREES

TOTAL TREES PROVIDED = 9 TREES

TOTAL SITE AREA = 2.97 ACRES

TOTAL DISTURBED AREA = 1.68 ACRES

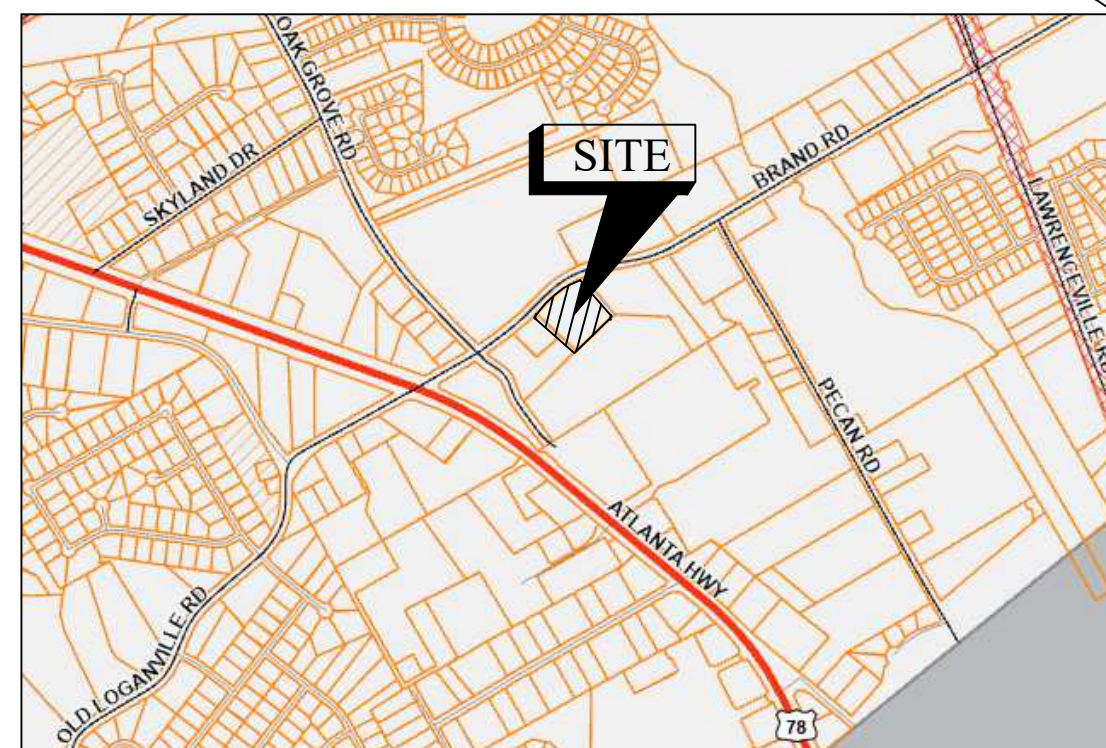
THERE ARE STATE WATERS ON OR WITHIN 200' OF THIS SITE.

THERE ARE NWI WETLAND ON SITE. LIMIT SHOWN

NOTES: NO PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13150C0132F, DATE SEPT. 29, 2006. LIMIT SHOWN

NOTES:

1. ALL CURB AND GUTTER SHALL HAVE AT MINIMUM 3" GAB INSTALLED UNDER CURB AND GUTTER PER ARTICLE 6.11.6 OF THE DEVELOPMENT REGULATIONS.
2. CONCRETE CURBING SHALL BE CLASS "A" AND HAVE A MINIMUM STRENGTH OF 3,000 PSI AT 28 DAYS".

VICINITY MAP
N.T.S.

PAVEMENT LEGEND

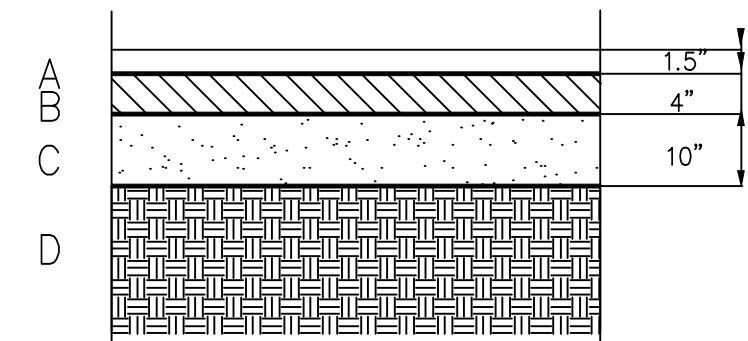
- TYPE I PAVEMENT
- TYPE II PAVEMENT
- 4" CONCRETE

A. 1.5 INCH TYPE II 9.5MM SUPERPAVE

B. 4 INCH OF 25MM SUPERPAVE

C. 10.0 INCHES OF G.A.B.

D. STABILIZED SUBGRADE
RAW SUBGRADE SOIL (IN SITU OR COMPACTED FILL)
COMPACTED TO A MINIMUM OF 95%
OF ASTM D 698 DENSITY



TYPE I PAVEMENT

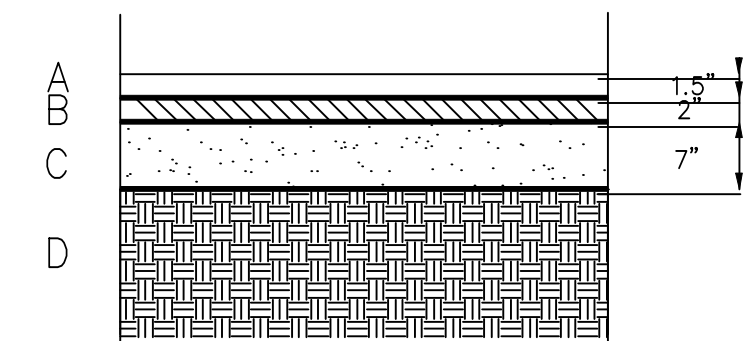
NO SCALE

A. 1.5" SUPERPAVE WEARING COURSE

B. 2" 19MM SUPERPAVE

C. 7.0 INCHES OF GRAVEL AGGREGATE BASE

D. STABILIZED SUBGRADE
RAW SUBGRADE SOIL (IN SITU OR COMPACTED FILL)
COMPACTED TO A MINIMUM OF 95%
OF ASTM D 698 DENSITY



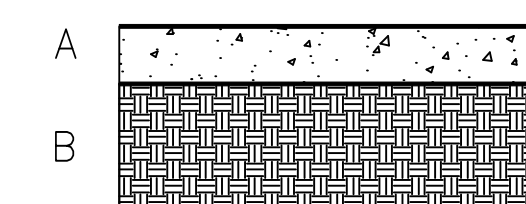
TYPE II PAVEMENT

(FOR INTERIOR DRIVEWAY)

NO SCALE

A. 4.0 INCH CONCRETE W/ FIBER MESH

B. STABILIZED SUBGRADE
RAW SUBGRADE SOIL (IN SITU OR COMPACTED FILL)
COMPACTED TO A MINIMUM OF 100% STD. PROCTOR



CONCRETE

NO SCALE



A.C.E.

ALCOVY CONSULTING ENGINEERING
AND ASSOCIATES, LLC.

P.O.C. TIP HUYNH, P.E.

485 Edwards Rd.

Oxford, Georgia 30054

Phone: 770-466-4002

tipacell@gmail.com

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SITE/LANDSCAPE
PLANPROPOSED
EMPIRE ROOFING
& RESTORATION
LOGANVILLE
FACILITY

PARCEL: R5160 059

LAND LOT: 159 & 160

DISTRICT: 6TH

520 BRAND RD.

CITY OF LOGANVILLE, GA 30052

DATE: 04/10/2025

SCALE: 1" = 30'

OWNER/PERMITTEE

EMPIRE ROOFING
& RESTORATION

3476 PALMER DR.

LOGANVILLE, GA 30052

JUAN RAMON

678-462-5182

juan@myempireroofing.com

24 HOUR - EMERGENCY CONTACT

JUAN RAMON

678-462-5182

juan@myempireroofing.com

REVISIONS

NO.	DATE	DESCRIPTION
2	9/22/25	CITY COMMENTS
3	1/22/26	CITY AND COUNTY COMMENTS
4	3/4/26	CITY COMMENTS
5	3/26/26	REVISE WATER SERV FOR METAL BLDG

Job No. 25-002

C-1.3

GEORGIA811

www.Georgia811.com

STAFF APPLICATION ANALYSIS REPORT

ZONING CASE #: V26-002

LANDOWNERS: Red Lion Acquisition & Management

APPLICANT: Timothy Prater / Prater Consulting LLC

PROPERTY ADDRESS: 520 Brand Road

MAP/PARCEL #: R5160 059

PARCEL DESCRIPTION: Single family home converted to commercial building with plans to add a warehouse on backside of property.

AREA: 2.97 acres

EXISTING ZONING: LI

PROPOSED ZONING: No Change

FUTURE LAND USE MAP: This property was annexed into the City in November 2024 and the City of Loganville has not yet incorporated it into the Future Land Use map. Gwinnett County had the property labeled Community Mixed Use in their 2040 Future Land Use map.

REASON FOR REQUEST: Seeking relief from the City of Loganville Code of Ordinances 119-380 Minimum Off-Street Parking and Loading Requirements. Specifically, the applicant wants to reduce the total number of parking spaces required for their project.

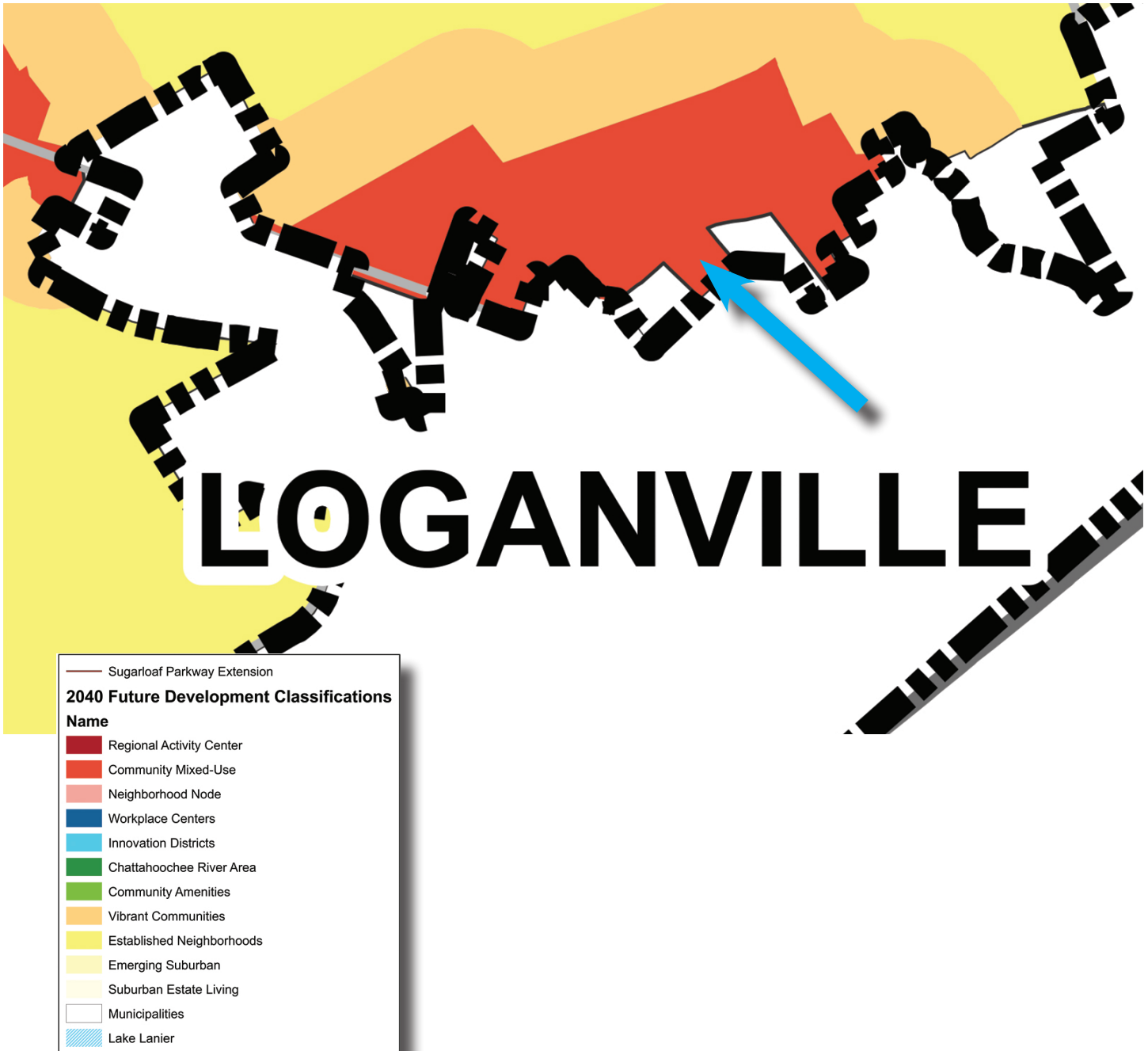
PLANNING COMMISSION HEARING: April 23, 2026

CITY COUNCIL HEARING: May 11, 2026

ZONING MAP



FUTURE LAND USE MAP



Applicant's Request

The applicant is seeking a variance to reduce the number of parking spots required for this project under Sec. 119-380.

Existing Conditions

Gwinnett County records indicate that the parcel is home to a 3,214-gross-square-foot single family residence that was built in 1977. The heated square footage is 2,798. It maintained its single family residence status until 2024, when it was annexed into the City of Loganville with the Light Industrial zoning.

The applicant has been transitioning the house to a commercial use and is currently under plan review for the addition of a 5,000-square-foot metal storage building on the property.

Under current zoning criteria, the project would require 28 parking spaces. This includes one for each 200 square feet of office space plus three per operator for the main office, which would equal 16 parking spaces. The warehouse would require four spaces for the first 5,000 square feet of space plus one space for each fulltime employee, which would equal 12 additional parking spots for the warehouse.

Impact Analysis / Recommendation

What extraordinary or exceptional conditions due to size, shape or topography are present on the property in question that support the request for relief? None.

What other conditions are unique to the property and adversely affect its reasonable use or usability as currently zoned? None.

How does the application of the requirements of the applicable ordinance to the property in question create an unnecessary hardship? The City's parking ordinance is overly simplified in that it is not designed for hybrid projects such as this case. At issue is also the fact that parking standards are designed mostly for projects with a visiting customer base. This company is proposing very limited public interaction, but consideration should be given to the next owner and use of the property.

Would the requested relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the applicable ordinance? No.

Recommended action: The applicant has asked for what equals to a 50 percent reduction in the parking requirements. While staff agrees the parking requirement might seem too much, but the future growth of this company as well as potential future users of this property should be taken into consideration. The staff recommendation is to approve this variance but only for a reduction in 9 parking spaces.

Planning Commission Recommended Conditions

City Council Conditions

Monroe Media Inc
121 South Broad St.
PO Box 808
Monroe, GA 30655
7702678371

INVOICE

The Walton Tribune

Invoice #: MMI-76085

Invoice Date: 03/04/26

Amount Due: \$30.00

Bill To:

CITY OF LOGANVILLE-LEGAL
Acct. Payable
P.O. BOX 39
LOGANVILLE, GA 30052
United States

REQ12100

Due Date	Terms
03/04/26	Due upon receipt

Item	Description	Quantity	Price	Amount
Legals*	1374-PubNotice-V26-001	1	\$30.00	\$30.00

Subtotal: \$30.00

Sales Tax: **\$0.00**

Total: \$30.00

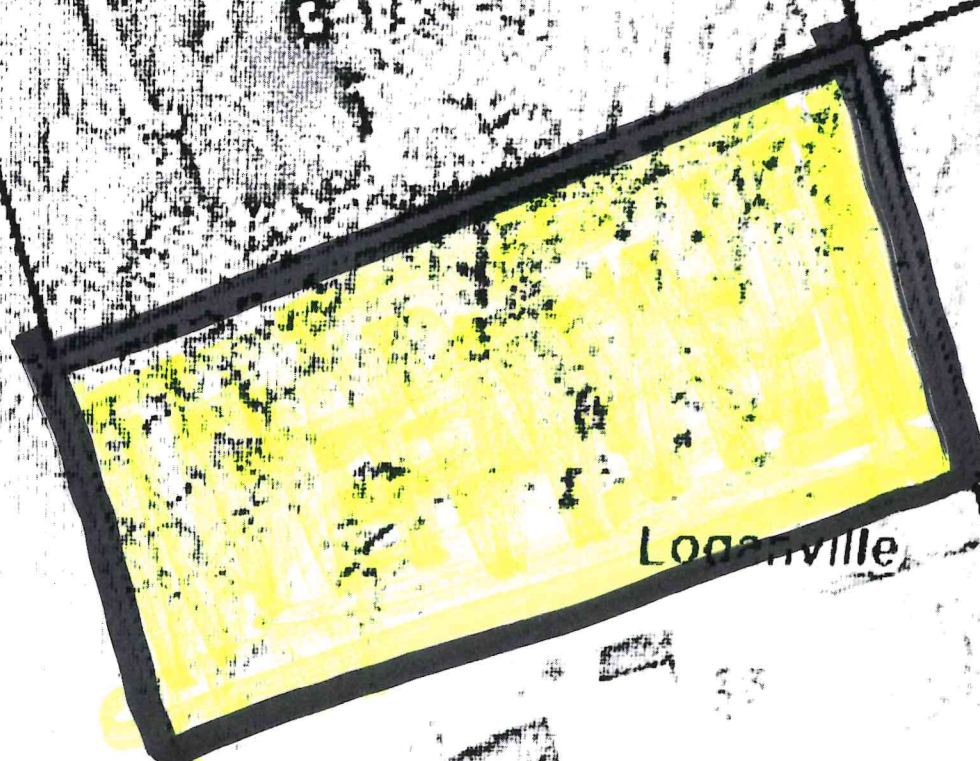
Payments: \$0.00

Amount Due: \$30.00

Thank you for your business!

To pay online, go to <https://app01.us.bill.com/p/monroemedia>

road



Loganville

Maintenance Agreement

WHEREAS, the Property Owner _____ recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called, _____, located in Land Lot(s) _____, District(s) _____, of _____ County, Georgia; and,

WHEREAS, the Property Owner is the owner of real property more particularly described on the attached Exhibit A (hereinafter referred to as "the Property"), and,

WHEREAS, City of Loganville (hereinafter referred to as "the City") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1.

The facility or facilities shall be constructed by the Property Owner in accordance with the plans and specifications for the development.

SECTION 2.

The Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

SECTION 3.

The Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of The City of Loganville to allow the City to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

SECTION 4.

In the event the Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 5.

In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the facility or facilities.

SECTION 6.

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

SECTION 7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

SECTION 8.

The Property Owner shall provide the City with a bond providing for the maintenance of the facility or facilities pursuant to the City's Development Regulations concerning Maintenance Agreements.

SECTION 9.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit D and by this reference made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

SECTION 10.

The Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the

Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 11.

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Walton/Gwinnett County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

SECTION 12.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

SECTION 13.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

Attachments: Exhibit A (Plat and Legal Description)

Exhibit B (Maintenance and Inspection Schedules)

Exhibit C (Access Easement)

Exhibit D (Standard Operation and Maintenance Inspection Report)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

BY: _____
Signature

Attest: _____
Signature of Witness

Typed or Printed Name

Typed or Printed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____ .

**PROPERTY OWNER
PARTNERSHIP**

Name of Partnership: _____, A Georgia General
Printed or Typed Name Partnership Corporation

BY: _____ (Seal) Attest: _____
Signature Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
General Partner

Title: _____ (Seal)
Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____,
Printed or Typed Name

BY: _____
Signature

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
Managing Person

Title: _____ (Seal)
Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____, 20____

**PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

By: _____ Attest: _____
Signature of Owner Signature of Witness

Printed or Typed Name Printed or Typed Name

_____(Seal)
Notary Public

CITY OF LOGANVILLE, GEORGIA.

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

EXHIBIT "B"

PERMANENT STORM WATER DETENTION FACILITY

MAINTENANCE AND INSPECTION SCHEDULE

The Property Owner agrees to maintain the Storm Water Detention Facility in a manner that will render the facility able to perform as designed. Grass will be cut as necessary but no less than every two weeks during the grass growing season and no less than monthly at other times. Ordinary trash and litter will be removed as needed to maintain pond effectiveness on a regular basis but no less than monthly.

The Property Owner agrees to perform an inspection of the Storm Water Detention Facility, using the form that is a part of this agreement as Exhibit D, on a quarterly basis. The person performing will be qualified to perform the inspection in a qualitative manner and a copy of the report will be submitted to the Planning & Development Department of the City of Loganville.

EXHIBIT 'C'

**PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT
AGREEMENT**

STATE OF GEORGIA

COUNTY OF WALTON/GWINNETT

THIS EASEMENT granted this ____ day of _____, 20__

between the property owner _____ as party of the first part, hereinafter referred to as Grantor, and CITY OF LOGANVILLE, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Maintenance Agreement, as shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the City of Loganville Department of Public Utilities. This easement is required by the provisions of the Maintenance Agreement executed by and between the Grantor and Grantee.

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: _____
Signature of Owner

Attest: _____
Witness

Printed or Typed Name

Printed or Typed Name

By: _____
Signature of Owner

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

By: _____
Signature of Owner

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

(Seal) _____
Notary Public

CITY SEAL

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____ By: _____
Utilities Director, City of Loganville, Georgia Stormwater Foreman, City of Loganville, Georgia

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: _____, A Georgia Corporation
Printed or Typed Name

By: _____
Signature

Attest: _____
Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____
(President or Vice President)

Title: _____
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
PARTNERSHIP**

Name of Partnership: _____, A Georgia Corporation
Printed or Typed Name

By: _____ (Seal) Attest: _____
Signature Signature of Witness

Printed or Typed Name

Printed or Typed Name

Title: _____ (Seal)
General Partner Notary Public

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this _____ day of _____, 20____.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: _____,
Printed or Typed Name

By: _____
Signature

Printed or Typed Name

Attest: _____
Signature of Witness

Printed or Typed Name

Title: _____
Managing Person

_____(Seal)
Notary Public

Attachments: Exhibit 1 (Plat of Easement)

CITY OF LOGANVILLE, GEORGIA

By: _____
City Manager, City of Loganville, Georgia

By: _____
Utilities Director, City of Loganville, Georgia

(CITY SEAL)

EXHIBIT 'D'

CITY OF LOGANVILLE

BMP Facility Operation and Maintenance Inspection Report for Pond Facilities

Inspector Name _____ Community _____

Inspection Date _____ Address _____

Type of BMP _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
Upstream					
Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Funct.					
7. Seeps/Leaks on Downstream Face.					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary					
b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

SUMMARY

1. Inspector's Remarks: _____

2. Overall Condition of Facility (Check One) Acceptable _____

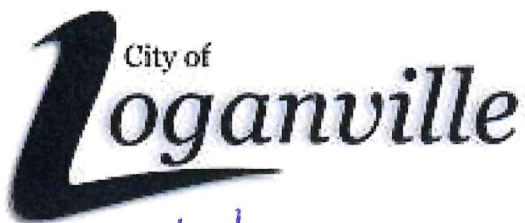
Unacceptable _____

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: _____
Engineer

Print: _____
Engineer

Date: _____



CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633 • 770.466.3240 • Fax 770.554.5556

RECEIVED
6/5/26
MR

Date: 6/5/26

Application # V 26003

APPLICATION FOR MAJOR VARIANCE

Planning
Brand Road

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Kelly Hiett, on behalf of GBT Realty Corporation</u>	NAME: <u>Samuel Cordos / Bright Stone Lending LLC</u>
ADDRESS: <u>9010 Overlook Boulevard</u>	ADDRESS: <u>1147 Tranquil Brook Dr</u>
CITY: <u>Brentwood</u>	CITY: <u>Naples</u>
STATE: <u>TN</u> Zip: <u>37027</u>	STATE: <u>FL</u> Zip: <u>34114</u>
PHONE: <u>(248) 701-3307</u>	PHONE: <u>239-358-1660</u>
(*attach additional pages if necessary to list all owners)	
Applicant is: ☐ Property Owner ☐ Contract Purchaser ☒ Agent ☐ Attorney	
CONTACT PERSON: <u>Kelly Hiett</u> PHONE: <u>(248) 701-3307</u>	
EMAIL: <u>khiett@gbtrealty.com</u> FAX: _____	
PROPERTY INFORMATION	
MAP & PARCEL # <u>5160 057 & 5160 175</u> PRESENT ZONING: <u>CH</u> ACREAGE: <u>3.61</u>	
ADDRESS: <u>530 & 540 Brand Road SW</u> COUNTY: <u>Gwinnett</u>	
Ordinance and Section from Which Relief is Sought: <u>Landscape Buffer Requirements (Public Right-of-Way)</u>	
Description of Request: <u>Reduction of required 10-foot landscape buffer along Brand Road frontage; minor encroachments at select locations.</u>	

You must attach: ☒ Application Fee ☒ Legal Description ☒ Plat of Property ☒ Letter of Intent
☒ Site Plan ☐ Names/Addresses of Abutting Property Owners ☒ Justification Analysis

Pre-Application Conference Date: 5/13/2026

Accepted by Planning & Development: Mary Pook DATE: 6/5/26 FEE PAID: \$500.00

CHECK # 00003 RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: 6/29/26 NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☐ Approve ☐ Approve w/conditions ☒ Deny ☐ No Recommendation

Commission Chairman: Michael Jager DATE: 23 July 2026

CITY COUNCIL ACTION: ☐ Approved ☐ Approved w/conditions ☒ Denied ☐ Tabled to _____
☐ Referred Back to Planning Commission ☐ Withdrawn

Paul Wilby
Mayor

[Signature]
City Clerk

8/13/26
Date



CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: 6/5/26

RECEIVED
6/5/26
MR

Application # V 26004

APPLICATION FOR MAJOR VARIANCE

Planning
Oak Grove Buffer

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Kelly Hiatt, on behalf of GBT Realty Corporation</u>	NAME: <u>Samuel Cordos / Bright Stone Lending LLC</u>
ADDRESS: <u>9010 Overlook Boulevard</u>	ADDRESS: <u>1147 Tranquil Brook Dr</u>
CITY: <u>Brentwood</u>	CITY: <u>Naples</u>
STATE: <u>TN</u> Zip: <u>37027</u>	STATE: <u>FL</u> Zip: <u>34114</u>
PHONE: <u>(248) 701-3307</u>	PHONE: <u>239-358-1660</u>
(*attach additional pages if necessary to list all owners)	
Applicant is: ☐ Property Owner ☐ Contract Purchaser ☒ Agent ☐ Attorney	
CONTACT PERSON: <u>Kelly Hiatt</u> PHONE: <u>(248) 701-3307</u>	
EMAIL: <u>khiatt@gbtrealty.com</u> FAX: _____	
PROPERTY INFORMATION	
MAP & PARCEL # <u>5160 057 & 5160 175</u> PRESENT ZONING: <u>CH</u> ACREAGE: <u>3.61</u>	
ADDRESS: <u>530 & 540 Brand Road SW</u> COUNTY: <u>Gwinnett</u>	
Ordinance and Section from Which Relief is Sought: <u>Landscape Buffer Requirements (Public Right-of-Way)</u>	
Description of Request: <u>Removal of required 10-foot landscape buffer along Oak Grove Road frontage.</u>	

You must attach: ☒ Application Fee ☒ Legal Description ☒ Plat of Property ☒ Letter of Intent
☒ Site Plan ☒ Names/Addresses of Abutting Property Owners ☒ Justification Analysis

Pre-Application Conference Date: 5/13/2026

Accepted by Planning & Development: [Signature] DATE: 6/5/26 FEE PAID: \$500.00

CHECK # 103 RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: _____ NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☐ Approve ☐ Approve w/conditions ☒ Deny ☐ No Recommendation

Commission Chairman: [Signature] DATE: 23 July 2026

CITY COUNCIL ACTION: ☐ Approved ☐ Approved w/conditions ☒ Denied ☐ Tabled to _____
☐ Referred Back to Planning Commission ☐ Withdrawn

[Signature]
Mayor

[Signature]
City Clerk

8/26/26
Date



CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: _____

Application # V

26-005

RECEIVED

6/12/26
MR

APPLICATION FOR MAJOR VARIANCE

Stormwater
50' Buffer

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Kelly Hiatt, on behalf of GBT Realty Corporation	NAME: Samuel Cordos / Bright Stone Lending LLC
ADDRESS: 9010 Overlook Boulevard	ADDRESS: 1147 Tranquil Brook Dr
CITY: Brentwood	CITY: Naples
STATE: TN Zip: 37027	STATE: FL Zip: 34114
PHONE: (248) 701-3307	PHONE: 239-358-1660
	(*attach additional pages if necessary to list all owners)
Applicant is: ☐ Property Owner ☐ Contract Purchaser ☒ Agent ☐ Attorney	
CONTACT PERSON: Kelly Hiatt PHONE: (248) 701-3307	
EMAIL: khiatt@gbtrealty.com FAX: _____	
PROPERTY INFORMATION	
MAP & PARCEL # 5160 057 & 5160 175 PRESENT ZONING: CH ACREAGE: 3.61	
ADDRESS: 530 & 540 Brand Road SW COUNTY: Gwinnett	
Ordinance and Section from Which Relief is Sought: 50-Foot Undisturbed Stream Buffer	
Description of Request: Encroachment into the City of Loganville 50-foot undisturbed stream buffer along Big Flat Creek.	

You must attach: ☒ Application Fee ☒ Legal Description ☒ Plat of Property ☒ Letter of Intent
☒ Site Plan ☒ Names/Addresses of Abutting Property Owners ☒ Justification Analysis

Pre-Application Conference Date: 5/13/2026

Accepted by Planning & Development:

DATE:

4/15/26

FEE PAID: \$500.00

CHECK # 103

RECEIPT #

TAKEN BY:

DATE OF LEGAL NOTICE:

NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☒ Approve ☐ Approve w/conditions ☐ Deny ☐ No Recommendation

Commission Chairman:

Michael James

DATE:

23 July 2026

CITY COUNCIL ACTION:

☐ Approved ☐ Approved w/conditions
☐ Referred Back to Planning Commission

☒ Denied ☐ Tabled to
☐ Withdrawn

Mayor

City Clerk

Date



CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: _____

RECEIVED
6/15/26
mjb

Application # V

26006

APPLICATION FOR MAJOR VARIANCE

Stormwater
25' Buffer

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Kelly Hiatt, on behalf of GBT Realty Corporation	NAME: Samuel Cordos / Bright Stone Lending LLC
ADDRESS: 9010 Overlook Boulevard	ADDRESS: 1147 Tranquil Brook Dr
CITY: Brentwood	CITY: Naples
STATE: TN Zip: 37027	STATE: FL Zip: 34114
PHONE: (248) 701-3307	PHONE: 239-358-1660
	(*attach additional pages if necessary to list all owners)
Applicant is: ☐ Property Owner ☐ Contract Purchaser ☒ Agent ☐ Attorney	
CONTACT PERSON: Kelly Hiatt PHONE: (248) 701-3307	
EMAIL: khiatt@gbtrealty.com FAX: _____	
PROPERTY INFORMATION	
MAP & PARCEL # 5160 057 & 5160 175 PRESENT ZONING: CH ACREAGE: 3.61	
ADDRESS: 530 & 540 Brand Road SW COUNTY: Gwinnett	
Ordinance and Section from Which Relief is Sought: 25-Foot Non-impervious Setback Beyond 50-Foot Buffer	
Description of Request: Removal of the 25-foot non-impervious setback beyond the City of Loganville 50-foot undisturbed stream buffer.	

You must attach: ☒ Application Fee ☒ Legal Description ☒ Plat of Property ☒ Letter of Intent
☒ Site Plan ☒ Names/Addresses of Abutting Property Owners ☒ Justification Analysis

Pre-Application Conference Date: 5/13/2026

Accepted by Planning & Development: Manya Broderick

DATE: 6/15/26

FEE PAID: \$500.00

CHECK # 1180 RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: _____ NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☐ Approve ☐ Approve w/conditions ☒ Deny ☐ No Recommendation

Commission Chairman: Michael Jaymes

DATE: 23 July 2024

CITY COUNCIL ACTION:

☐ Approved ☐ Approved w/conditions ☒ Denied ☐ Tabled to _____
☐ Referred Back to Planning Commission ☐ Withdrawn

Mayor

City Clerk

Date

8/13/26



CITY OF LOGANVILLE
Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052
770.466.2633 • 770.466.3240 • Fax 770.554.5556

Date: _____

Application # V

26-007

RECEIVED
DISPATCH
ONE

APPLICATION FOR MAJOR VARIANCE

Public Works

Parking Size

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Kelly Hiatt, on behalf of GBT Realty Corporation</u> ADDRESS: <u>9010 Overlook Boulevard</u> CITY: <u>Brentwood</u> STATE: <u>TN</u> Zip: <u>37027</u> PHONE: <u>(248) 701-3307</u>	NAME: <u>Samuel Cordos / Bright Stone Lending LLC</u> ADDRESS: <u>1147 Tranquil Brook Dr</u> CITY: <u>Naples</u> STATE: <u>FL</u> Zip: <u>34114</u> PHONE: <u>239-358-1660</u> (*attach additional pages if necessary to list all owners)
Applicant is: ☐ Property Owner ☐ Contract Purchaser ☒ Agent ☐ Attorney	
CONTACT PERSON: <u>Kelly Hiatt</u> PHONE: <u>(248) 701-3307</u> EMAIL: <u>khiatt@gbtrealty.com</u> FAX: _____	
PROPERTY INFORMATION	
MAP & PARCEL # <u>5160 057 & 5160 175</u> PRESENT ZONING: <u>CH</u> ACREAGE: <u>3.61</u> ADDRESS: <u>530 & 540 Brand Road SW</u> COUNTY: <u>Gwinnett</u>	
Ordinance and Section from Which Relief is Sought: <u>City of Loganville Zoning Ordinance - Off-Street Parking Regulations</u>	
Description of Request: <u>Reduction of required parking space length from 19 feet to 18 feet throughout the parking field.</u>	

You must attach: ☒ Application Fee ☒ Legal Description ☒ Plat of Property ☒ Letter of Intent
☐ Site Plan ☐ Names/Addresses of Abutting Property Owners ☐ Justification Analysis

Pre-Application Conference Date: 5/13/2026

Accepted by Planning & Development: [Signature]

DATE: 10/5/26 FEE PAID: \$500.00

CHECK # 1180 RECEIPT # _____ TAKEN BY: _____ DATE OF LEGAL NOTICE: _____ NEWSPAPER: THE WALTON TRIBUNE

PLANNING COMMISSION RECOMMENDATION: ☒ Approve ☐ Approve w/conditions ☐ Deny ☐ No Recommendation

Commission Chairman: Michael Taylor

DATE: 23 July 2026

CITY COUNCIL ACTION: ☐ Approved ☐ Approved w/conditions ☒ Denied ☐ Tabled to _____
☐ Referred Back to Planning Commission ☐ Withdrawn

Mayor

City Clerk

Date

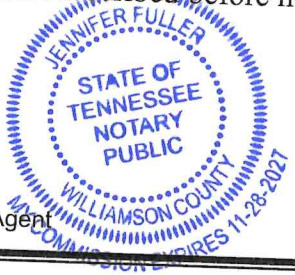
Applicant's Certification

The undersigned hereby certifies that they are authorized by the property owner(s) to make this application and that all information contained herein is complete and accurate, to the best of their knowledge.

Kelly Hiett
Applicant's Signature
5/27/2026
Date

Kelly Hiett Development Manager
Print Name and Title

Sworn to and subscribed before me this 27th day of May, 2026.

(Seal) 
[Signature]
Signature of Notary Public
Kelly Hiett, Agent

Property Owner's Certification
(complete a separate form for each owner)

The undersigned hereby certifies that they are: (check all that apply)

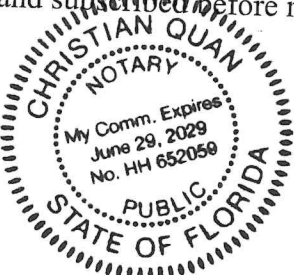
- a) ☐ the owner of record of property contained in this application, and/or
- b) ☐ the Chief Executive of a corporation or other business entity with ownership interest in the property and is duly authorized to make this application, and

that all information contained in this application is complete and accurate to the best of their knowledge.

[Signature]
Owner's Signature
5-29-26
Date

Samuel Cordus Owner
Print Name and Title

Sworn to and subscribed before me this 29th day of May, 2026.

(Seal) 
[Signature]
Signature of Notary Public

RECORD LEGAL DESCRIPTION

TRACT I:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 160 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, CONTAINING

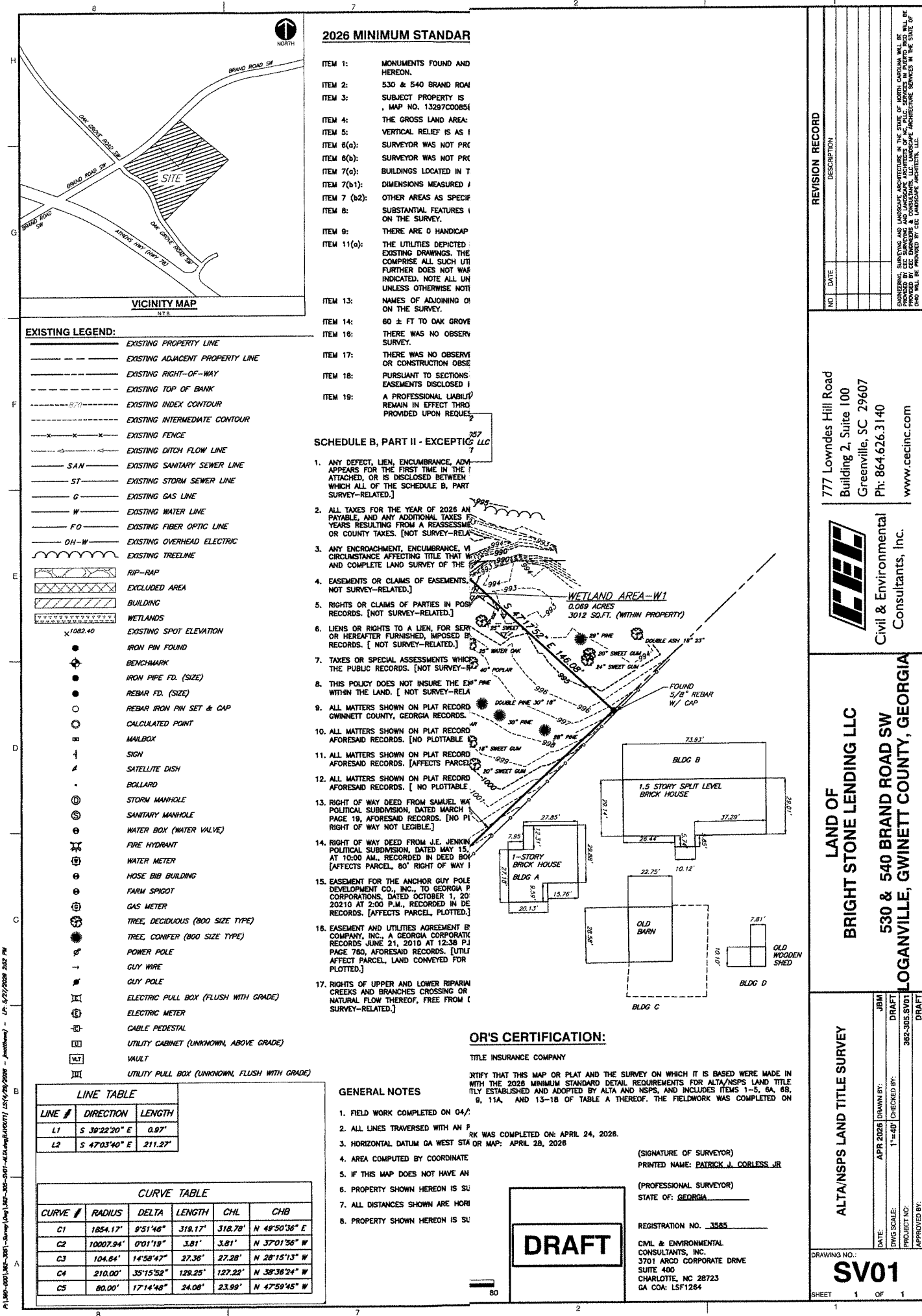
2.808 ACRES, MORE OR LESS, LOCATED ON OAK GROVE ROAD AND DESCRIBED IN A PLAT OF SURVEY ENTITLED "SURVEYOR FOR OSCAR C. GRIFFETH", AS PREPARED BY VON ITTER & ASSOCIATES, INC., DATED 11/27/96 AND RECORDED IN PLAT BOOK 72, PAGE 228 , GWINNETT COUNTY RECORDS, WHICH PLAT IS HEREBY REFERRED TO AND MADE A PART OF THIS DESCRIPTION. LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN DISTRICT 5 LAND LOT 160, LOGANVILLE, GEORGIA, CONTAINING 0.207 ACRES OF LAND, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY MARGIN OF THE 80 FOOT RIGHT-OF-WAY OF OAK GROVE ROAD AND THE EASTERLY MARGIN OF THE 80 FOOT RIGHT-OF-WAY OF BRAND ROAD, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 38 DEGREES 21 MINUTES 20 SECONDS EAST, 0.97 FEET TO A POINT; THENCE 24.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CHORD BEARING OF SOUTH 46 DEGREES 58 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 23.99 FEET TO A POINT; THENCE SOUTH 55 DEGREES 13 MINUTES 19 SECONDS EAST, 103.41 FEET TO A POINT; THENCE 129.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 35 MINUTES 24 SECONDS EAST, AND A CHORD DISTANCE OF 127.22 FEET TO A POINT; THENCE SOUTH 19 DEGREES 57 MINUTES 31 SECONDS EAST, 110.82 FEET TO A POINT; THENCE 27.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 104.84 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 14 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 27.28 FEET TO A POINT; THENCE 382.90 FEET ALONG AN ARC OF THE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 9177.14 FEET, A CHORD BEARING OF NORTH 37 DEGREES 06 MINUTES 31 SECONDS WEST, AND A CHORD DISTANCE OF 382.87 FEET TO THE TRUE POINT OF BEGINNING.

TRACT II:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 159 AND 160 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A PLAT OF SURVEY PREPARED BY B. J. GOBLE, JR., SURVEYOR DATED MAY 2, 1973 AND RECORDED IN PLAT BOOK Z, PAGE 81-A , GWINNETT COUNTY RECORDS, WHICH PLAT IS HEREBY REFERRED TO AND MADE A PART OF THIS DESCRIPTION.





June 17, 2026

City of Loganville

Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052

Re: Letter of Intent for Major Variances
530 & 540 Brand Road SW, Loganville, GA 30052

Dear Members of the Planning Commission:

GBT Realty Corporation respectfully submits this Letter of Intent in support of five Major Variance applications for the proposed Sprouts Farmers Market shopping center at 530 and 540 Brand Road SW (Parcels 5160 057 and 5160 175), a 3.61-acre CH-zoned site. Each variance is the minimum relief necessary to achieve a functional, commercially viable development given the physical limitations described above.

1. Reduction of Parking Space Length from 19 Feet to 18 Feet

We request a reduction in the required parking stall length from 19 feet to 18 feet throughout the parking field. The irregular geometry of the site, combined with the mandated setbacks from both road frontages and the stream buffer corridor running across the northern portion of the property, significantly compresses the usable development envelope. Maintaining 19-foot stall depths would require either an unacceptable reduction in the total number of parking stalls or additional encroachment into the stream buffer corridor. An 18-foot stall length meets the functional needs of modern vehicles and is consistent with parking standards accepted in both Gwinnett and Walton Counties. The one-foot reduction is the minimum relief necessary to achieve a workable parking configuration within the physical limits of the buildable area.

2. Removal of the 10-Foot Landscape Buffer Along Oak Grove Road

We request full relief from the 10-foot landscape buffer requirement along the Oak Grove Road frontage. Oak Grove Road carries an 80-foot public right-of-way that itself contains substantial existing greenspace providing visual separation between the roadway and the development equivalent to or greater than an on-site buffer. Requiring an additional 10-foot on-site buffer along Oak Grove Road would push the building and parking field further north, deeper into the stream buffer impact zone. Relieving this buffer requirement allows the development footprint to be positioned as far south as possible, maximizing separation from the stream corridor.

3. Minor Encroachments into the 10-Foot Landscape Buffer Along Brand Road

We request approval of limited encroachments into the 10-foot landscape buffer along the Brand Road frontage. The Brand Road frontage is geometrically irregular relative to the rectangular building footprint due to the angular intersection with Oak Grove Road. This angular relationship creates isolated locations where achieving a consistent parking layout with uniform aisle widths, standard stall orientations, and adequate turning radii results in nominal incursions into the 10-foot buffer. In all other areas along the Brand Road frontage, the 10-foot buffer is maintained or exceeded. The Brand Road right-of-way contains existing greenspace that supplements on-site buffering and preserves the functional intent of the buffer standard. The encroachments are the minimum necessary for a geometrically coherent and safe circulation layout and do not eliminate the buffer in any continuous stretch along the frontage.

4. Encroachment into the City of Loganville 50-Foot Undisturbed Stream Buffer

We request approval of minor, limited encroachments into the City's 50-foot undisturbed stream buffer along Big Flat Creek. Georgia EPD mandates a 25-foot undisturbed natural vegetative buffer from the wrested vegetation line. The City of Loganville imposes a more restrictive 50-foot undisturbed buffer. The proposed encroachments are confined to the outer portion of the City's buffer and are specifically limited to locations where: (a) disturbance does not extend into the Georgia EPD 25-foot buffer, which will be maintained in full; (b) the encroachment is confined to the outermost edge of the City buffer, away from the stream bank; and (c) the encroachment is the minimum necessary to achieve a functional development layout. The most critical near-stream vegetative protection will remain fully intact.

5. Removal of the 25-Foot Non-Imperious Setback Beyond the 50-Foot Buffer

We request relief from the City's requirement for an additional 25-foot non-imperious setback beyond the 50-foot undisturbed stream buffer. The combined effect of the Georgia EPD 25-foot buffer, the City's 50-foot buffer, and this 25-foot non-imperious setback creates a 75-foot total protected corridor measured from the wrested vegetation line/top of bank. Applied to a 3.61-acre parcel with dual road frontage setbacks, this corridor consumes a disproportionate share of the total parcel area in a manner uniquely severe on this tract. Strict enforcement of all these requirements would effectively preclude any anchor retail development on the property.

Conclusion

GBT Realty Corporation respectfully requests that the Planning Commission recommend approval of the variances described herein and in the accompanying applications. Each variance is the minimum relief necessary to achieve a functional, commercially viable development on a parcel whose physical and topographic conditions create genuine, site-specific hardships. The proposed development will bring a quality grocery retail anchor to the Loganville community while implementing modern stormwater controls that directly address the identified water quality concerns associated with Big Flat Creek.

We appreciate the Commission's consideration and welcome the opportunity to discuss these requests further.

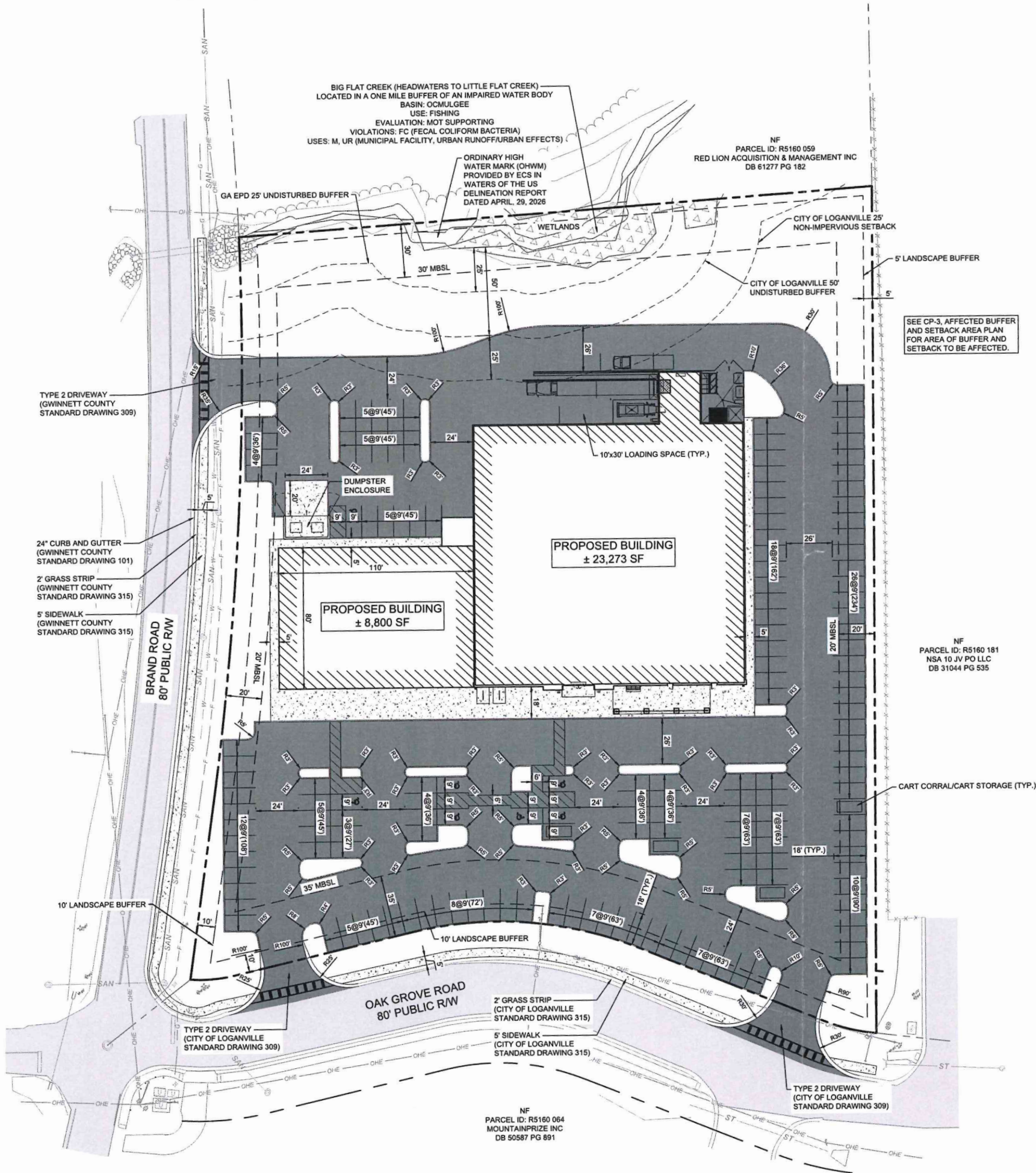
Respectfully submitted,



Kelly Hiatt P.E.
Development Manager, Retail
GBT Realty Corporation
9010 Overlook Blvd, Brentwood, TN 37027
(248) 701-3307
khiatt@gbtrealty.com

Attachments:

1. Applications for Major Variances (5 applications)
2. Check for Application Fees
3. Legal Description of Property
4. Stream Delineation Map
5. Plat of Property (ALTA/NSPS Land Title Survey, Draft, April 2026)
6. Concept Site Plan (Sprouts Loganville, dated June 3, 2026)
7. Alternative Concept Plan (Sprouts Loganville, dated June 3, 2026)
8. Affected Buffer Area Plan
9. Names and Addresses of Abutting Property Owners



STORMWATER DETENTION REQUIREMENTS WILL BE SATISFIED THROUGH THE USE OF AN UNDERGROUND DETENTION SYSTEM IN LIEU OF A SURFACE DETENTION POND. THE UNDERGROUND DETENTION FACILITY WILL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF LOGANVILLE AND GEORGIA STORMWATER MANAGEMENT MANUAL REQUIREMENTS. FINAL SIZING, ROUTING CALCULATIONS, OUTLET CONTROL STRUCTURES, AND CONSTRUCTION DETAILS WILL BE PROVIDED WITH THE LAND DISTURBANCE PERMIT.

LEGEND

---	PROPERTY LINE
---	EXISTING BUILDING
---	EXISTING FENCE
---	EXISTING CURB
---	EXISTING CURB & GUTTER
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	EXISTING WATER LINE
---	EXISTING SANITARY SEWER
---	EXISTING NATURAL GAS LINE
---	EXISTING STORM SEWER
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING UNDERGROUND ELECTRIC
---	PROPERTY SETBACK LINE
---	PROPOSED BUILDING LINE
---	PROPOSED CURB
---	EXISTING PAVEMENT
---	HEAVY DUTY ASPHALT PAVEMENT
---	CONCRETE SIDEWALK

SITE DATA TABLE

PROJECT NAME:	SPROUTS
PARCEL ID:	5160 057 & 5160 175
PARCEL ADDRESS:	530 & 540 BRAND ROAD, LOGANVILLE, GA 30052
SITE ACREAGE:	3.61 AC. ±
JURISDICTION:	LOGANVILLE
COUNTY:	WINNETT
EXISTING USE:	RESIDENCE
EXISTING ZONING:	CH (COMMERCIAL HIGHWAY)
PROPOSED USE:	SHOPPING CENTER

ZONING STANDARDS

BUILDING HEIGHT NOT TO EXCEED 6 STORIES
FRONT YARD SETBACK: 35 FT (OAK GROVE ROAD - MINOR COLLECTOR STREET)
SIDE YARD SETBACK: 20 FT
REAR YARD SETBACK: 30 FT
LANDSCAPE BUFFER: 10 FT ALONG PUBLIC RIGHT-OF-WAY (VARIANCE)
5 FT ALONG NON-PUBLIC RIGHT-OF-WAY

STREAM BUFFER AND SETBACK REQUIREMENTS

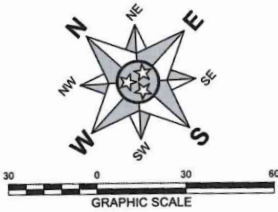
STATE OF GEORGIA: 25 FT UNDISTURBED NATURAL VEGETATIVE BUFFER
CITY OF LOGANVILLE: 50 FT UNDISTURBED NATURAL VEGETATIVE BUFFER AND AN ADDITIONAL 25 FT SETBACK BEYOND THE UNDISTURBED VEGETATIVE BUFFER IN WHICH ALL IMPERVIOUS COVER SHALL BE PROHIBITED (VARIANCE)

OFF-STREET PARKING REQUIREMENTS

SHOPPING CENTER: 1 SPACE PER 200 SF
TOTAL PARKING REQUIRED: 32,073 SF / 200 SF = 161 SPACES
TOTAL PARKING PROVIDED = 153 SPACES (7 ADA SPACES) (VARIANCE)
PARKING SPACE DIMENSIONS REQUIRED = 9' x 19'
PARKING SPACE DIMENSIONS PROVIDED = 9' x 18' (VARIANCE)
LOADING SPACES REQUIRED: RETAIL AND SHOPPING CENTER - 1/ FIRST 5,000 SF PLUS 1/ ADDITIONAL 30,000 SF OR FRACTION THEREOF (2 LOADING SPACES REQUIRED). SUPERMARKET AND FOOD STORE - 2/ FIRST 10,000 SF AND EACH ADDITIONAL 20,000 SF (3 LOADING SPACES REQUIRED). 5 TOTAL LOADING SPACES REQUIRED
LOADING SPACES PROVIDED: 3 SPACES (VARIANCE)

FEMA FLOOD MAP: MAP NUMBER 13135C0132F EFFECTIVE 12/8/2016
SITE IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD

BASED ON INFORMATION TAKEN FROM SURVEY PROVIDED BY CEC. DATED 08/28/2025



DRAFT

CONCEPT PLAN FOR:

SPROUTS
530 & 540 BRAND ROAD
LOGANVILLE
WINNETT COUNTY, GEORGIA

M2 GROUP
P.O. BOX 2543
BRISTOL, TN 37624-2543
615-686-0257 / M2GROUP@GMAIL.COM

CONCEPT PLAN

SHEET NUMBER:





Re: Application for Major Variance - Abutting Property Owners
530 & 540 Brand Road SW, Loganville, GA 30052

Abutting Property Owners

Property Address	Owner Name	Mailing Address	Mailing City	Mailing State	Mailing Zip Code
520 BRAND ROAD	RED LION ACQUISITION & MANAGEMENT INC	2382 PRO TEC WAY STE A	LOGANVILLE	GA	30052-3683
3900 OAK GROVE RD	NSA 110 V JV PO LLC	8400 E PRENTICE AVE STE 900	GREENWOOD VILLAGE	CO	80111-2921

Property Owners Across Public Right-of-Way

Property Address	Owner Name	Mailing Address	Mailing City	Mailing State	Mailing Zip Code
59 ATHENS HWY	MOUNTAINPRIZE INC	C/O SILVER OAK ADVISORS	SMYRNA	GA	30081-2437
3836 OAK GROVE RD	HOLY CROSS ANGLICAN CHURCH INC	PO BOX 776	LOGANVILLE	GA	30052-0776
506 HOKE O'KELLY MILL RD	ATLANTA MOTOR SALES LLC	3413 DIVERSIFIED DR	LOGANVILLE	GA	30052-2408



June 4, 2026

City of Loganville

Department of Planning & Development
P.O. Box 39 • 4303 Lawrenceville Road
Loganville, GA 30052

Re: Application for Major Variances
530 & 540 Brand Road SW, Loganville, GA 30052

Dear Members of the Planning Commission:

On behalf of GBT Realty Corporation, we respectfully submit this package of applications for Major Variances in connection with the proposed development of a retail shopping center anchored by Sprouts Farmers Market at 530 and 540 Brand Road SW, Loganville, Georgia (Parcel IDs: 5160 057 and 5160 175). The subject property totals approximately 3.61 acres and is zoned CH (Commercial Highway). The proposed development consists of an approximately 23,273 square-foot anchor grocery store and an approximately 8,800 square-foot in-line retail building.

The site presents a combination of geometric constraints, stream and wetland features, and competing regulatory setback requirements that, taken together, render strict compliance with certain development standards impractical without material sacrifice of the property's reasonable usability. Each variance requested below is grounded in site-specific physical and topographic conditions unique to this parcel.

Variances Requested and Justification

Reduction of Parking Space Length from 19 Feet to 18 Feet

The applicant requests that the standard 19-foot parking stall length be reduced to 18 feet. This reduction is necessitated by the irregular geometry of the site, which is bounded on the north by Big Flat Creek and associated stream buffers and wetlands, on the west by Brand Road (80-foot public right-of-way), and on the south by Oak Grove Road (80-foot public right-of-way). The parcel's acutely angled corner at the Brand Road/Oak Grove Road intersection, combined with the mandated setbacks from both roadways and the stream buffer corridor running across the northern portion of the site, significantly compresses the usable development envelope.

Maintaining 19-foot stall depths within the constrained development footprint would require either an unacceptable reduction in the number of stalls or encroachment further into the stream buffer corridor. An 18-foot stall length meets the functional needs of modern vehicles and is consistent with standards accepted in both Gwinnett and Walton Counties. The one-foot reduction is the minimum relief necessary to achieve a workable parking configuration within the physical limits of the buildable area.

Removal of the 10-Foot Landscape Buffer Along Oak Grove Road

The applicant requests relief from the 10-foot landscape buffer requirement along the Oak Grove Road frontage. Oak Grove Road carries an 80-foot public right-of-way that itself contains substantial existing greenspace providing visual separation between the roadway and development equivalent to or greater than an on-site buffer.

Critically, the northern boundary is constrained by Big Flat Creek, associated wetlands and buffers. These overlapping requirements substantially reduce the usable depth of the site from north to south. Requiring a 10-foot landscape buffer on the Oak Grove Road frontage would push the building and parking field further north, deeper into the stream buffer impact zone. Relieving the Oak Grove Road landscape buffer allows the development footprint to be positioned as far south as possible, maximizing separation from the stream corridor.

Encroachments into the 10-Foot Landscape Buffer Along Brand Road

The applicant requests approval of limited encroachments into the 10-foot landscape buffer along the Brand Road frontage. The Brand Road frontage is geometrically irregular relative to the rectangular building footprint because of the angular intersection with Oak Grove Road. This angular relationship creates isolated locations where achieving a consistent parking layout, with uniform aisle widths, standard stall orientations, and adequate turning radii, results in nominal incursions into the 10-foot buffer. In all other areas along the Brand Road frontage, the 10-foot buffer is maintained or exceeded.

The Brand Road right-of-way contains existing greenspace that supplements on-site buffering and preserves the functional intent of the buffer standard. The encroachments are the minimum necessary for a geometrically coherent and safe circulation layout and do not eliminate the buffer in any continuous stretch along the frontage.

Encroachment into the City of Loganville 50-Foot Undisturbed Stream Buffer

Big Flat Creek and associated wetlands traverse the northern portion of the subject property. The Georgia EPD mandates a 25-foot undisturbed natural vegetative buffer from the wrested vegetation. The City of Loganville imposes a 50-foot undisturbed buffer. The applicant proposes minor, limited encroachments into the City's 50-foot buffer in locations where: (a) disturbance does not extend into the Georgia EPD 25-foot buffer, which will be maintained in full; (b) encroachment is confined to the outermost edge of the City buffer, away from the stream bank; and (c) the encroachment is the minimum necessary to achieve a functional development layout.

The hardship unique to this site is the simultaneous imposition of overlapping state and local buffer requirements across a 3.61-acre parcel that also carries two public street frontage setbacks. The cumulative effect reduces the net buildable area to a degree not ordinarily encountered on similarly-zoned commercial parcels that do not have regulated streams transecting them. The proposed encroachments are specifically limited to areas where the EPD 25-foot buffer immediately adjacent to the stream will remain fully undisturbed, preserving the most critical near-stream vegetative protection.

Removal of the City of Loganville 25-Foot Non-Impervious Setback Beyond the 50-Foot Buffer

The City requires an additional 25-foot setback beyond the 50-foot undisturbed buffer from which all impervious cover is prohibited. The combined effect of the Georgia EPD 25-foot buffer, the City's 50-foot buffer, and this 25-foot non-impervious setback creates a 75-foot total protected corridor measured from wrested vegetation/top of bank. Applied to a 3.61-acre parcel with dual road frontage setbacks, this corridor consumes a disproportionate share of the total parcel area in a manner uniquely severe on this tract.

Big Flat Creek is identified as impaired due to fecal coliform bacteria from municipal facility and urban runoff sources. The proposed development will include engineered stormwater management infrastructure designed to treat site runoff before discharge to the creek, directly addressing the documented impairment mechanism. Preserving a non-impervious setback in addition to all other buffers, on a parcel where the cumulative regulatory envelope already prevents viable commercial development, creates a hardship unique to this parcel's geometry and stream proximity. The stormwater controls to be implemented provide protection to the stream that is functionally superior to the withholding of a 25-foot non-impervious margin on this site.

Applicant's Responses to Evaluation Criteria

1. Extraordinary or Exceptional Conditions Due to Size, Shape, or Topography

The subject property is a 3.61-acre parcel bounded on two sides by public rights-of-way that meet at an acute angle at the southwestern corner, creating an irregular, wedge-influenced parcel shape rather than a standard rectangular development lot. The northern portion is bisected by Big Flat Creek and its riparian corridor, including jurisdictional wetlands and stacked multi-jurisdictional stream buffers. The topography descends toward the creek from the south, limiting the area of suitable, gradeable impervious surface. The convergence of an angular street intersection, dual road frontage setbacks, and a regulated stream corridor with overlapping buffer requirements compresses the usable development envelope in a manner not typical of other CH-zoned commercial parcels and creates extraordinary site-specific constraints not of the applicant's making.

2. Other Unique Conditions Adversely Affecting Reasonable Use

The simultaneous application of Georgia EPD stream buffer rules, City of Loganville stream buffer and non-impervious setback requirements, dual public street frontage landscape buffers, and standard zoning setbacks leaves a development footprint that, if all standards are applied strictly, cannot accommodate a shopping center of a scale consistent with the CH zoning designation. The CH zone expressly permits shopping centers; yet the physical constraints of this parcel make the standard development parameters unworkable without variance relief. No comparable CH-zoned parcel without a regulated stream transecting it would face the same degree of constrained buildable area.

3. How Strict Application Creates an Unnecessary Hardship

Strict enforcement of all landscape buffers, stream buffers, the non-impervious setback, and parking standards as applied to this parcel would effectively preclude development of any anchor retail use on the property. The stacking of the City's 50-foot undisturbed buffer plus a 25-foot non-impervious setback, plus dual 10-foot street landscape buffers, plus the 35-foot front setback, in combination with the angular intersection geometry, reduces the impervious development area to a dimension that cannot support a viable retail building and parking field. This hardship is not self-created; it arises from the natural presence of Big Flat Creek and its topographic corridor on the parcel, a condition that existed prior to and independent of the development proposal.

4. Whether the Requested Relief Causes Substantial Detriment to the Public Good

The requested variances will not cause substantial detriment to the public good. The Georgia EPD 25-foot undisturbed buffer will be maintained in full along the entirety of the stream and wetland frontage. Engineered stormwater management will treat runoff before it reaches the creek, directly addressing the identified fecal coliform impairment from diffuse urban runoff. Landscape buffer variances along Brand Road and Oak Grove Road are mitigated by existing right-of-way greenspace that preserves the visual and functional intent of the buffer standard. The 2-space parking reduction and 1-foot stall length reduction are de minimis in impact on traffic function or public safety. None of the variances authorize a use not otherwise permitted in the CH zone.

5. Whether the Relief Grants an Otherwise Prohibited Use

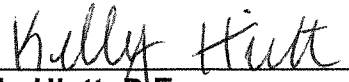
No. The variances requested are dimensional and buffer variances only. A retail shopping center with a grocery anchor is a permitted use in the CH (Commercial Highway) zoning district. None of the variances authorize a use, activity, or structure otherwise prohibited by the applicable ordinance. The relief sought pertains solely to the physical standards governing setbacks, buffers, and parking dimensions, not to the category of use proposed.

Conclusion

GBT Realty Corporation respectfully requests that the Planning Commission recommend approval of the variances described herein. Each variance is the minimum relief necessary to achieve a functional, commercially viable development on a parcel whose physical and topographic conditions create genuine, site-specific hardships. The proposed development will bring a quality grocery retail anchor to the Loganville community while implementing modern stormwater controls that directly address the identified water quality concerns associated with Big Flat Creek.

We appreciate the Commission's consideration and are available to discuss these requests at your convenience.

Respectfully submitted,



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Attachments:

1. Applications for Major Variances
2. Check for Application Fees
3. Legal Description of Property
4. Stream Delineation Map
5. Plat of Property i.e. ALTA/NSPS Land Title Survey (Draft, April 2026)
6. Concept Site Plan (Sprouts Loganville, dated June 3, 2026)
7. Alternative Concept Plan (Sprouts Loganville, dated June 3, 2026)
8. Affected Buffer Area Plan
9. Names and Addresses of Abutting Property Owners