

PLANNING COMMISSION MEETING
Stonecrest City Hall - 6:00 PM **In-Person Meeting**
February 7, 2023



A G E N D A

As set forth in the Americans with Disabilities Act of 1990, the City of Stonecrest will assist citizens with special needs given notice (7 working days) to participate in any open meetings of the City of Stonecrest. Please contact the City Clerk's Office via telephone (770-224-0200).

Citizens wishing to actively participate and make a comment during the public hearing portion of the meeting please submit their request to Keirston McMillan via email address keirston.mcmillan@stonecrestga.gov on the day of the hearing, February 7, 2023.

- I. Call to Order**
- II. Roll Call**
- III. Approval of the Agenda**
- IV. Presentations** - Presentation by Director Ray White and City Planner Keirston McMillan, Planning and Zoning Department on department activities and upcoming cases.
- V. Approval of Minutes** - Planning Commission Meeting Minutes Summary dated January 3, 2023
- VI. Old Business:**

LAND USE PETITION: SLU22-012
PETITIONER: Dionne Robinson
LOCATION: 7173 Covington Highway, Stonecrest, GA 30058
PROPOSED AMENDMENT: To seek a special land use permit to operate a late-night establishment.

Public Hearing(s):

LAND USE PETITION: TMOD-22-014
PETITIONER: Planning & Zoning Department
LOCATION: City Wide
PROPOSED AMENDMENT: To formalize the Community Planning Information Meeting (CPIM) as part of the zoning process.

LAND USE PETITION: TMOD-22-015
PETITIONER: Planning & Zoning Department
LOCATION: City Wide
PROPOSED AMENDMENT: To make amendments and updates to the Chapter 21 Sign Ordinance.

VII. New Business: None

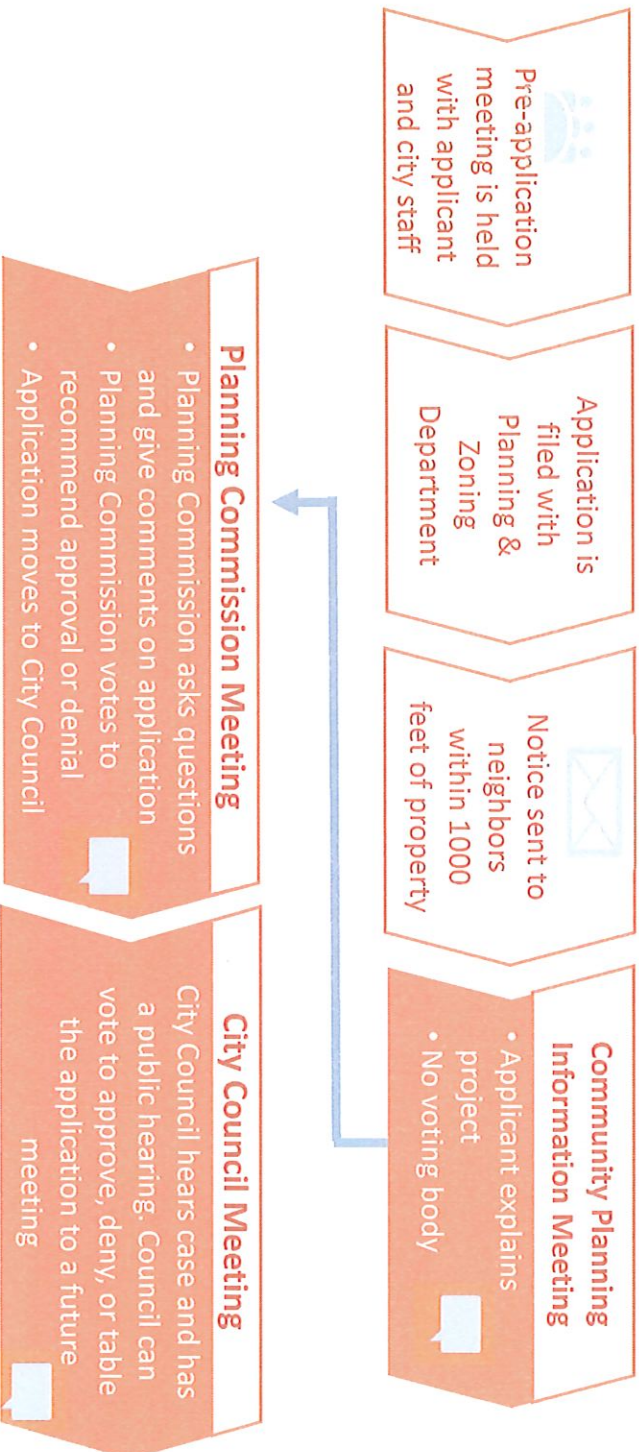
VIII. Adjournment



Planning Commission Meeting

February 7, 2023

Land Use Application Process



This symbol indicates where the public can comment or give input

Public meetings are broadcasted on the City's YouTube page: *Official City of Stonecrest Georgia*

The public can also reach out directly to their Planning Commission and City Council representatives



SLU-22-012

7173 Covington Rd (Parcel ID 16 121 03 009)

Petition Information

APPLICANT: Dionne Robinson

LOCATION: 7173 Covington Highway (Parcel ID 16 121 03 009)

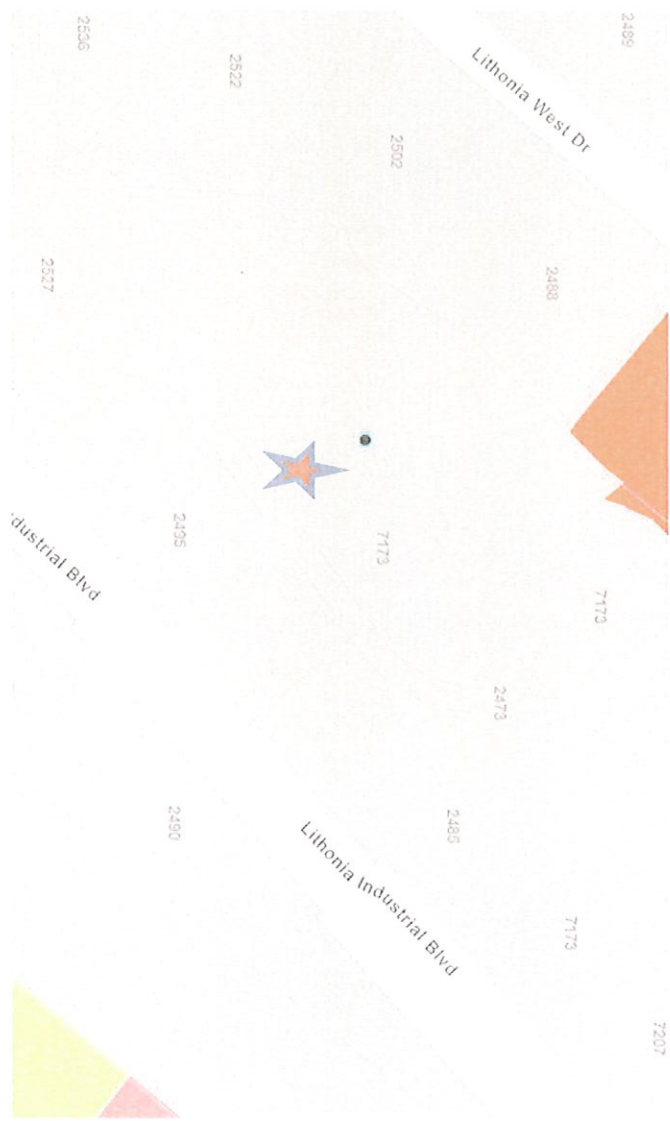
ZONING: Light Industrial (M)

ACREAGE: 1.6 acres

OWNER: George Grail

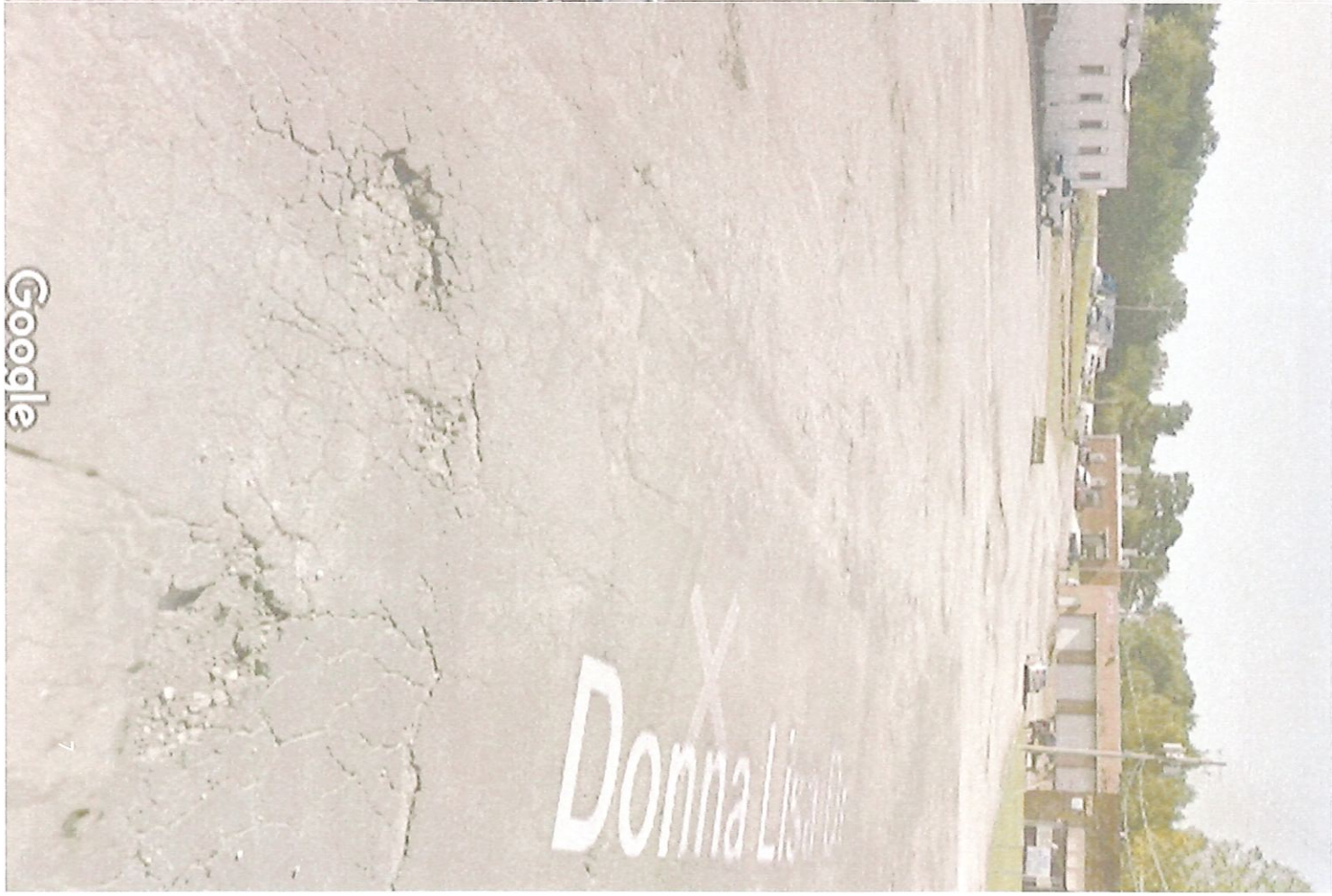
REQUEST: A Special Land Use Permit to be a late-night establishment

Location Map



The subject property and all surrounding parcels are zoned industrial either in the City of Stonecrest. The property to the south is General Commercial (C-2) while all the other parcels are zoned light industrial (M)







HAIR SALON
404.499.9975

CHILDREN'S HAIR SALON
\$50
STEP-W-STEP
404.499.9975

HAIR SALON
Grand Opening

1
SERVICES
1001
404.499.9975

MINI MALL
BANQUET HALL

Staff's Recommendation

Full Deferral to Planning Commission



TMOD-22-014

City of Stonecrest,

Community Planning Information Meeting

Petition Information

APPLICANT: Planning & Zoning Department

LOCATION: City-wide

REQUEST: To formalize the Community Planning Information Meeting into the zoning process

Sec. 7.2.4. - Public hearings.

A. Zoning decisions. The term "zoning decision" is defined in article 9 of this chapter by reference to the definition of "zoning decision" set forth in state law, O.C.G.A. § 36-66-3, as it now exists and may be amended hereafter.

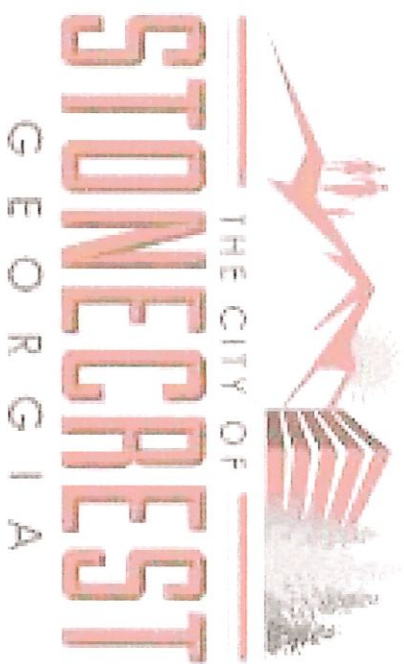
B. Zoning decisions initiated by the city. For any zoning decision initiated by the city at least 15 but not more than 45 days prior to the date of the public hearing before the city council, the city shall cause to be published within a newspaper of general circulation within the territorial boundaries of the city, a notice of the hearing. The notice shall state the time, place, and purpose of the hearing.

C. Zoning decisions, ~~appeals to the zoning board of appeals~~, ~~variances~~, extensions of special land use permits, and major modifications of conditions initiated by a party other than the city. For any zoning decision, appeal to the zoning board of appeals, variance, extension of special land use permits, or major modification of conditions initiated by a party other than the city, notice of the public hearing shall be provided as follows: 1. Written notice of each public hearing shall state the nature of the proposed change, and the date, time, and place of the public hearing before either the planning commission, zoning board of appeals or the city council and shall be mailed by first class mail by the director of planning to all owners of property within 1,000 [feet] of the boundaries adjoining the subject property, as such property owners are listed on the records of DeKalb tax commissioner, at least 15 days and not more than 45 days prior to said public hearing.

Proposed Language:

1. Written notice of each public hearing shall state the nature of the proposed change, and the date, time, and place of the public hearing **before** Prior to the Planning Commission public hearing, the rezoning, text amendment, comprehensive land use change and/or special use application shall be presented for public comment at a Community Zoning Information Meeting (CPIM). Either the CPIM, planning commission, ~~zoning board of appeals~~ or the city council and shall be mailed by first class mail by the director of planning to all owners of property within 1,000 [feet] of the boundaries adjoining the subject property, as such property owners are listed on the records of DeKalb tax commissioner, at least 15 days and not more than 45 days prior to said public hearing.

Questions? Comments!



TMOD-22-015

Sign Ordinance

Facts and Background

1. Our sign ordinance is outdated in terms of definitions and standards
2. Customers and staff have voiced misperception in regard to sign regulations
3. Our sign ordinance leads one to believe more than one sign can be placed on one wall.
4. It does not address construction signs in detail nor mentions regulations for political signs

Section

21.1 and

21.2

Sec. 21-1 - Purpose and findings.

(14) To prohibit all signs not expressly authorized by this chapter, to provide for the maintenance of signs, and to provide for the enforcement of the provisions of this chapter.

Sec. 21-2 - Definitions.

Parapet Wall: That integral part of a wall that extends above the top of a building.

Parapet Wall Sign: A sign attached parallel to but within 12 inches of a parapet wall, painted on a parapet wall, or erected and confined within a parapet wall, which is supported by said parapet wall and which displays only one sign face.

Shopping center: Three or more primary retail establishments planned, developed and managed as a unit and providing parking facilities in common on the site.

Sign means a device, structure or representation for visual communication which is used for the purpose of bringing the subject thereof to the attention of others. For the purposes of this chapter, the term "sign" shall include the structure upon which a sign face is located. Flags and banners shall be included within this definition only as provided elsewhere herein. Seasonal/holiday decorations shall not be included within the definition of the term "sign" and regulated as such.

Sign: Any device, fixture, placard, display, or structure visible to the general public that uses or is designed to use any color, form, graphic, illumination, symbol, writing, or visual presentation of any kind to advertise, announce, draw attention to, or identify a product, place, activity, person, institution, business, or other entity, or to communicate a message or information of any kind to the public. "Sign" shall include both "sign face" and "sign structure."

Sign Face: The portion of a sign on which the copy, message, or other visual image to be communicated is placed or is intended or designed to be placed.

Subdivision Entrance Sign: A sign installed at the entrance of a subdivision approved pursuant to the Land Subdivision Ordinance of the City of Atlanta.

Temporary Sign: A sign mounted on a stake or metal frame that is used for a limited time period, not to exceed 180 consecutive days, and without regard to message. Examples of use of temporary signs include, but are not limited to, campaigns, real estate, and construction in progress.

Section 21-23 and 21-28

Sec. 21-23. - Permits.

b) Existing signs which conform to the provisions of this chapter that would be required to obtain a permit under the regulations of this chapter must register with the **Chief Building Official** within 90 days of the effective date of the ordinance from which this chapter is derived if such signs do not have a valid permit pursuant to a previous ordinance and pay a permit fee. The information provided for registration will be the same information required in a permit application under [section 21-24](#). No permit fee will be required for the registration of existing signs which have a current valid permit under any previous ordinance regulating sign.

Sec. 21-28. - Enforcement and penalties.

a) The **Director of Code Enforcement** may issue a citation for violation of this chapter by any person, including if applicable, the owner, manager or tenant of the lot upon which a sign is located, for a sign erected, altered, maintained, converted, or used in violation of this chapter or in violation of any other applicable ordinance regulating signage, including, but not limited to, the building and electrical codes.

Section 21-61 and Section 21-62

Sec. 21-61. - Fees.

The cost of a sign permit shall be established by the city council and collected by the **Chief Building Official**.

Section 21-65

- (A) There shall be a maximum of two monument signs per entrance into any residential subdivision or real estate development in a residential district;
- ~~(2) Ground signs are prohibited, with the exception of monument signs;~~
- (B) No sign in any residentially zoned district may be illuminated, except for monument signs, subject to the provisions of section 21-76. No monument sign may be internally illuminated;
- (C) Monument signs shall not exceed 32 square feet of sign area and shall not exceed six feet in height;
- (D) Reserved; and
- (E) No electronic signs are allowed in any residential zoning district if that district is designated by city as an historic district. No electronic signs shall be allowed in any other residential zoning district except one electronic sign per property for a place of worship, private elementary, middle, or high school provided such sign meets all other requirements of this chapter.
- (F) Entrance wall signs.
 - (1) Single-family residential:

One maximum 32-square-foot entry wall or monument sign or two single-faced entry wall or monument signs not to exceed 16 square feet for each side of a platted single family subdivision entrance shall be permitted for each street on which the lot has frontage. Subdivisions with more than one identifiable section, as shown on an approved preliminary plat, may be allowed internal identification monument signs of 16 square feet on one side of the entrance to each section.
 - (2) Townhome and multifamily:

Monument signs. One maximum 32-square-foot entry wall or monument sign or two single-faced entrance wall or monument signs not to exceed 16 square feet for each side of the development's entrance shall be permitted for each street on which the multi-family property or property occupied with an institutional use has up to and including 500 linear feet of frontage. The sign shall have a maximum height of six feet (see exception), shall not be internally illuminated unless backlit illumination is used. Except for gas stations, changeable copy shall not be permitted. Notwithstanding the foregoing, monument signs on arterial streets may be ten feet in height
 - (g) Multifamily residential uses.
 - (1) Signs for multi-family residential uses zoned MR-1, MR-2, MR-3, HR-1, HR-2, HR-3 provisions per section 21-72 for nonresidential use sign regulations.

Section 21-69

- (a) Wall or projecting signs shall be securely fastened to the building surface.
 - (b) No wall sign greater than 180 square feet shall be placed below the 12th story of a building confined to the upper 30 feet of the facade.
 - (c) Projecting signs may project from the building up to two feet, provided that no projecting sign shall be maintained less than ten feet above the ground level when erected over pedestrian walkways or driveways and no less than 14 feet above vehicle access.
 - (d) No wall or projecting sign shall extend above the parapet wall.
 - (e) Only one wall sign shall be allowed on any side elevation of the building and further provided that no building shall contain more than one such sign per side elevation.
 - (f) Wall signs are subject to the prohibition against roof signs. Walls erected on the roof of a building regardless of whether such wall projects above its top are not parapet walls and no such wall may be used as a building signature sign or to support a building signature sign.
- (Ord. of 8-2017, s 21-69)

Section 21-70

(a) The height of any directional sign shall not be more than three feet above the ground.

~~(d) all ground signs in the MU-1-5 zoning districts shall be monument signs.~~

Table 21.72

	Monument Sign	Wall Sign	Directional Sign	Window Sign
Max. height	10'	N/A	3'	N/A
Max. width	20'	80 percent of the wall or canopy width	3'	N/A
Max. sq. ft.	80	4 sq. ft. per linear foot of the wall or canopy, up to a maximum of 150 sq. ft. for buildings under 12 stories and up to 500 sq. ft. for buildings 12 stories or more. (See SECTION 21-59(b))	6	30 10 percent of the window space for buildings under 50,000 sq. ft. 10 percent of the window area for buildings 50,000 sq. ft. or over
Max. number allowed	One per facade-street frontage	1 / primary facade on buildings less than 8 stories; 2 / and 1 secondary facade on buildings 8 stories or more	2 authorized curb cut	N/A
Required setback from electrical	10'	N/A	0'	N/A

Section 21- 82

~~Sec. 21-82. Wayfinding signage.~~ Directional Signs

Section 21-83

Temporary Signage During Construction: Temporary signage during construction shall be permitted as follows:

- (1)
In R-100 through R-5 and RNC zoning districts. Unilluminated signs are permitted in single-family, two-family, and multi-family-housing districts provided they are placed no earlier than the start of construction and removed within 30 days of issuance of a certificate of occupancy. Such signs shall be limited to one sign per dwelling not to exceed six square feet per contractor or subcontractor.
- (2)
All other zoning districts: In all other zoning districts, unilluminated signs are permitted provided they are placed no earlier than the start of construction and removed whenever a certificate of occupancy issued. Such signs shall be limited to one sign per job site not to exceed 16 square feet per contractor and six square feet per subcontractor.
- (3)
A temporary construction fence around an active construction site may be decorated with colors, graphics, symbols, writing, or other visual presentations. A temporary construction fence is permitted only if it is placed no earlier than the start of construction and removed whenever a certificate of occupancy is issued.

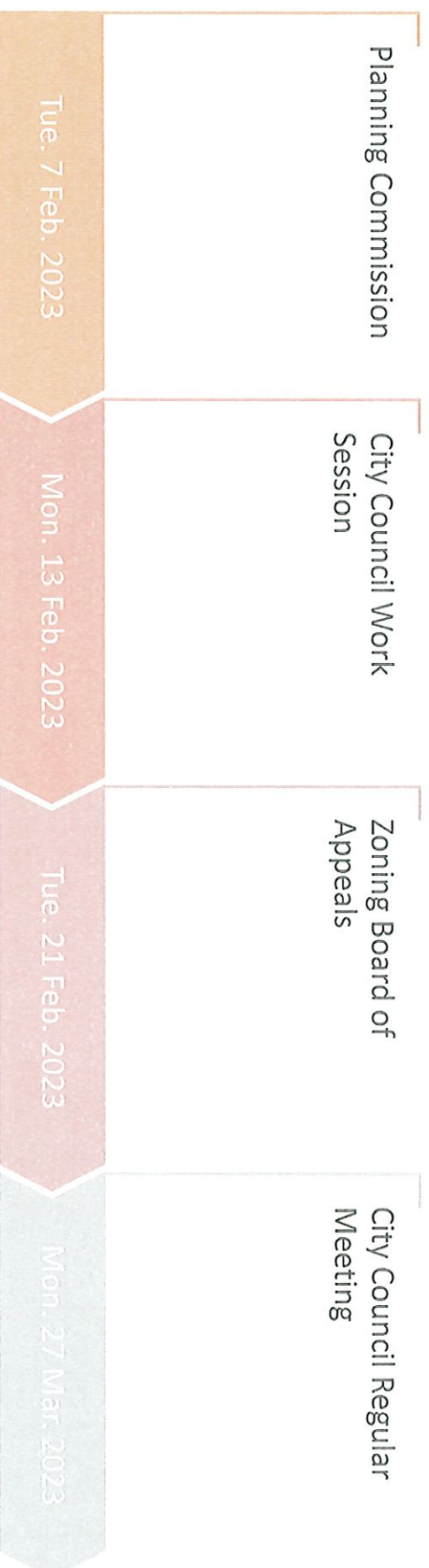
- **Section 21-85 Signs Not Requiring a Permit**
- Any sign inside a building provided that such signs otherwise comply with the requirements of this chapter.
- lights and decorations.
- **Political Signs.** A sign identifying or urging voter support for a particular election issue, political party, or candidate for public office. A political sign cannot exceed 32 square feet in area and 8 feet in height. Sign must be removed the day after election.



• Questions?
Comments!

Upcoming Meetings

(All meetings are in-person and held at 6 or 6:30 PM)





PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012

Planning Commission February 7, 2023 / Mayor and City Council Meeting March 27, 2023

GENERAL INFORMATION

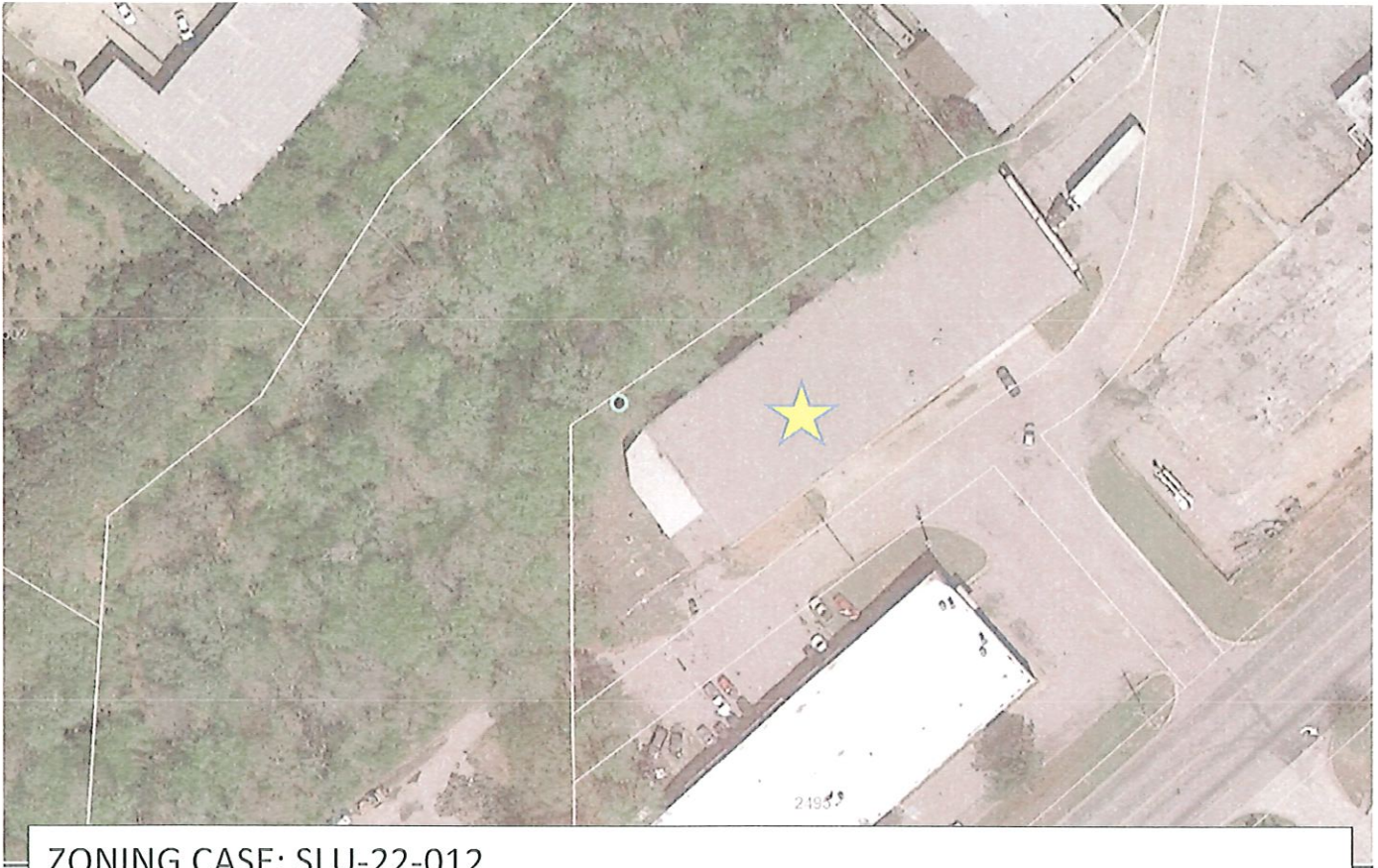
Petition Number:	SLUP-22-012
Applicant:	Dionne Robinson
Owner:	Dionne Robinson
Project Location:	7173 Covington Highway
District:	District 2
Acreage:	1.06 acres
Existing Zoning:	M (Light Industrial) District
Proposed Request:	Special Land Use Permit to operate as a late-night establishment.
Comprehensive Plan Community:	Light Industrial
Area Designation	Light Industrial
Staff Recommendations:	<i>Denial</i>
Planning Commission:	<i>January 3rd a recommendation of deferral to require applicant to go back before CPIM to allow more time to meet with the community and staff</i>
City Council:	<i>N/A</i>



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012

Aerial Map



ZONING CASE: SLU-22-012

ADDRESS: 7173 Covington Highway, STONECREST, GA 30058

PARCEL NUMBER: 16 121 03 009

CURRENT ZONING: M (Light Industrial)

FUTURE LAND USE: Light Industrial (LIND)



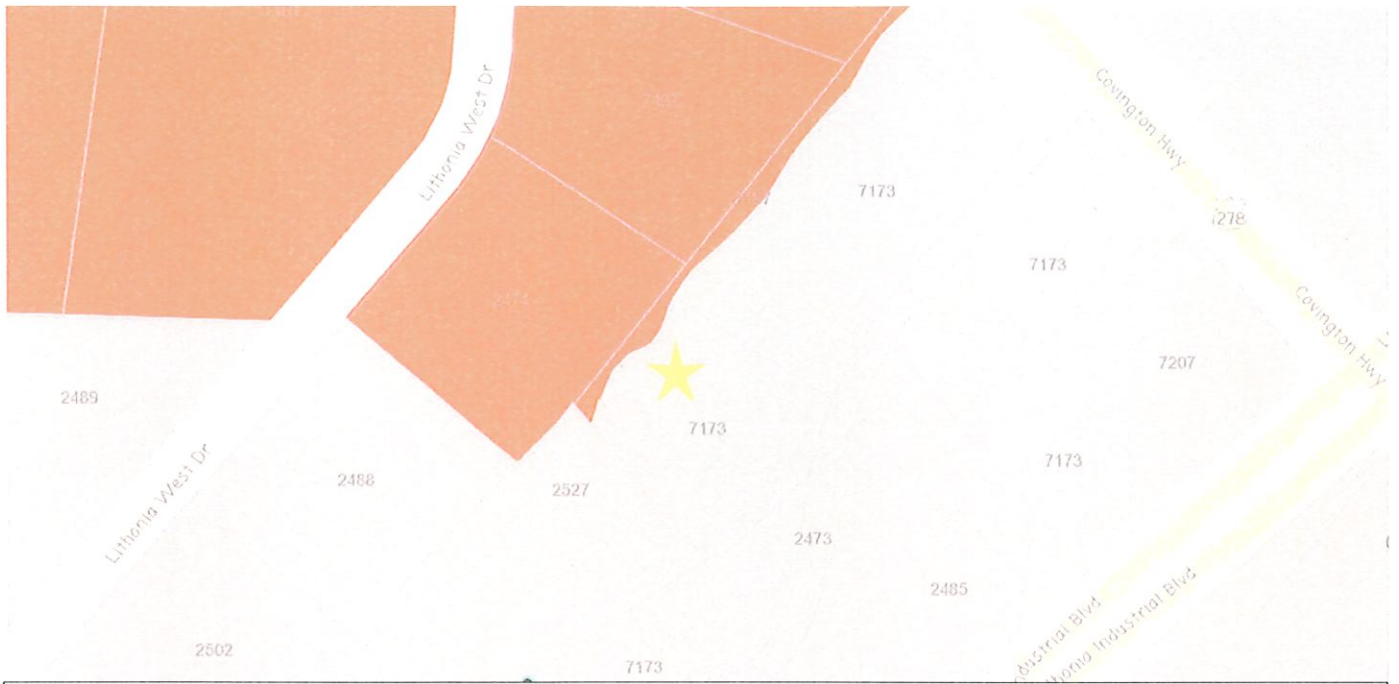
SUBJECT PROPERTY



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012

Zoning Map



ZONING CASE: SLU-22-007

ADDRESS: 7173 Covington Highway, STONECREST, GA 30058

PARCEL NUMBER: 16 121 03 009

CURRENT ZONING: M (Light Industrial)

FUTURE LAND USE: Light Industrial



SUBJECT PROPERTY



PROJECT OVERVIEW

Location

The subject property is located at 7173 Covington Highway in the Mini Mall Commercial Complex. The property is bounded by commercial, industrial and residential development on all sides.

Description and Background

The subject property was constructed in 1968 as a warehouse building.

The applicant received a business license for a Special Event facility on September 13, 2021. The intent of a Special Event Facility:

Special events facility means a building and/or premises used as a customary meeting or gathering place for personal social engagements or activities, where people assemble for parties, weddings, wedding receptions, reunions, birthday celebrations, other business purposes, or similar such uses for profit, in which food and beverages may be served to guests.

1.

The term "special events facility" shall not include places of worship.

2.

Small special event facility shall mean assembly and entertainment uses with a seating or occupant capacity of no more than 100 persons.

3.

Large special event facility shall mean assembly and entertainment uses with a seating or occupant capacity of more than 100

PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012

Interior Floor Plan

The Robinsons have been cited several times by the City of Stonecrest Code Enforcement for violation of the business license permit and operation after 12:30 in “club” like manners. There have been reports of DJs, alcohol being served (no record of an alcohol permit) and noise complaints. After various complaints, staff advised the applicant to obtain a Special Land Use Permit for a late-night establishment due to the manner in which they were operating.

Elevations



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012



16 121 03 009 11/20/2016



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012

Public Participation

Property owners within 1000 feet of subject property were mailed notices of the proposed rezoning on November 30th. The community meeting was held on December 13th, 2022, at 6:00 pm at via zoom.com. There were 25 public participants involved in the meeting. Seven (7) people spoke against the application. There were no community participants that spoke in favor. Many of the comments referenced intrusive loud music up until 6am, screeching tires, break-ins, vandalism, etc. Mrs. Robinson stated that she was “forced” by staff to become a late-night establishment and that she rather be a special event facility. Participants requested for staff to deny the request.

CRITERIA OF REVIEW

Section 7.4.6 of the Stonecrest Zoning Ordinance lists nineteen factors to be considered in a technical review of a special land use permit completed by the Community Development Department and Planning Commission. Each criterion is listed with staff analysis.

- A. Adequacy of the size of the site for the use contemplated and whether the adequate land area is available for the proposed use, including the provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.**

The subject property was formerly used as an industrial warehouse. DeKalb County Tax Assessor’s office is reporting the size as approximately 35,400 sf. This may or may not be accurate. The last permit pulled for this site was in July of 2014. This property is not adequate land use for a late-night establishment.

- B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.**

The proposed use of a late-night establishment is located adjacent to a residential, industrial, and commercial developments. The proposed use is not compatible with other properties and land uses in the district.

- C. Adequacy of public services, public facilities, and utilities to serve the proposed use.**

There are adequate public services, public facilities, and utilities to serve the proposed use.

- D. Adequacy of the public street on which the use is proposed to be located and whether there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.**

The proposed use can produce a traffic-carrying capacity that is not ideal for an industrial park. It has been reported at the Community Planning Information Meeting that the noise, unduly traffic increase and crime has increased since the applicant has come into the area.

- E. Whether existing land uses located along access routes to the site will be adversely affected by the vehicles' character or the volume of traffic generated by the proposed use.**



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012

The existing land use located along the access routes to the site can be adversely affected by the vehicles' character or the volume of traffic generated by the proposed use. The industrial park is designed to handle a low impact volume of traffic.

- F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of a fire or another emergency.**

The site's existing industrial structures are accessed by vehicles via a concrete apron cut with driveway on Covington Highway. Emergency vehicles can access the site from the existing driveway. There is another ingress/egress point from Lithonia Industrial Boulevard.

- G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.**

The proposed use has created an adverse impact upon adjacent residential land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use. As noted above, many residential adjacent property owners have reported noise to Code Enforcement.

- H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.**

The proposed use has created an adverse impact upon any adjoining land use because of the hours of operation. The property is in an existing industrial development.

- I. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.**

The proposed use will create an adverse impact upon any adjoining land use because of the manner of operation. The existing use is an unauthorized late-night establishment in an industrial park.

- J. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.**

Stonecrest Zoning Ordinance was adopted from DeKalb County and is currently undergoing updates. When adopted, a special event facility and late-night establishment were permitted uses in a light industrial zoning district. The intent of light industrial is to provide areas for the establishment of businesses engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment and the sale and distribution of such goods, merchandise or equipment in locations so designated in the comprehensive plan. Future uses should adhere to the intent of the zoning district. The proposed use is not consistent with the zoning district classification requirement in which the use is proposed to be located.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012

K. Whether the proposed use is consistent with the policies of the comprehensive plan.

The proposed use of late-night establishment is a use not consistent with the policies of the comprehensive plan. Located in the Suburban character area, the character area policy states residential dwelling as an appropriate land use.

L. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

The proposed use will not require a buffer zone and transitional buffer zone.

M. Whether there is adequate provision of refuse and service areas.

The owner/operator will provide an adequate refuse and service area.

N. Whether the length of time for which the special land use permit is granted should be limited in duration.

Staff believes there shall not be a grant of a special land use permit made due to the historical nature of this use in an industrial setting, adjacent to a residential community.

O. Whether the size, scale, and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale, and massing of adjacent and nearby lots and buildings.

The proposed use will not change any exterior design of the existing building. The current building is the appropriate size for the subject property and in relation to the size, scale, and massing of the nearby houses.

P. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

This use will not adversely affect any historic buildings, sites, districts, or archaeological resources.

Q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permits.

The proposed use submitted to Staff has met all the requirements within the supplemental regulation Sec 4.2.58 set forth by the zoning ordinance.

R. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

The subject property is existing and does not exceed the height of nearby residential structures. The existing building would be similar to the building height abutting the property located in the immediate area. There may be negative impact on any adjoining lot.



PLANNING COMMISSION / MAYOR AND CITY COUNCIL STAFF REPORT

SLUP-22-012

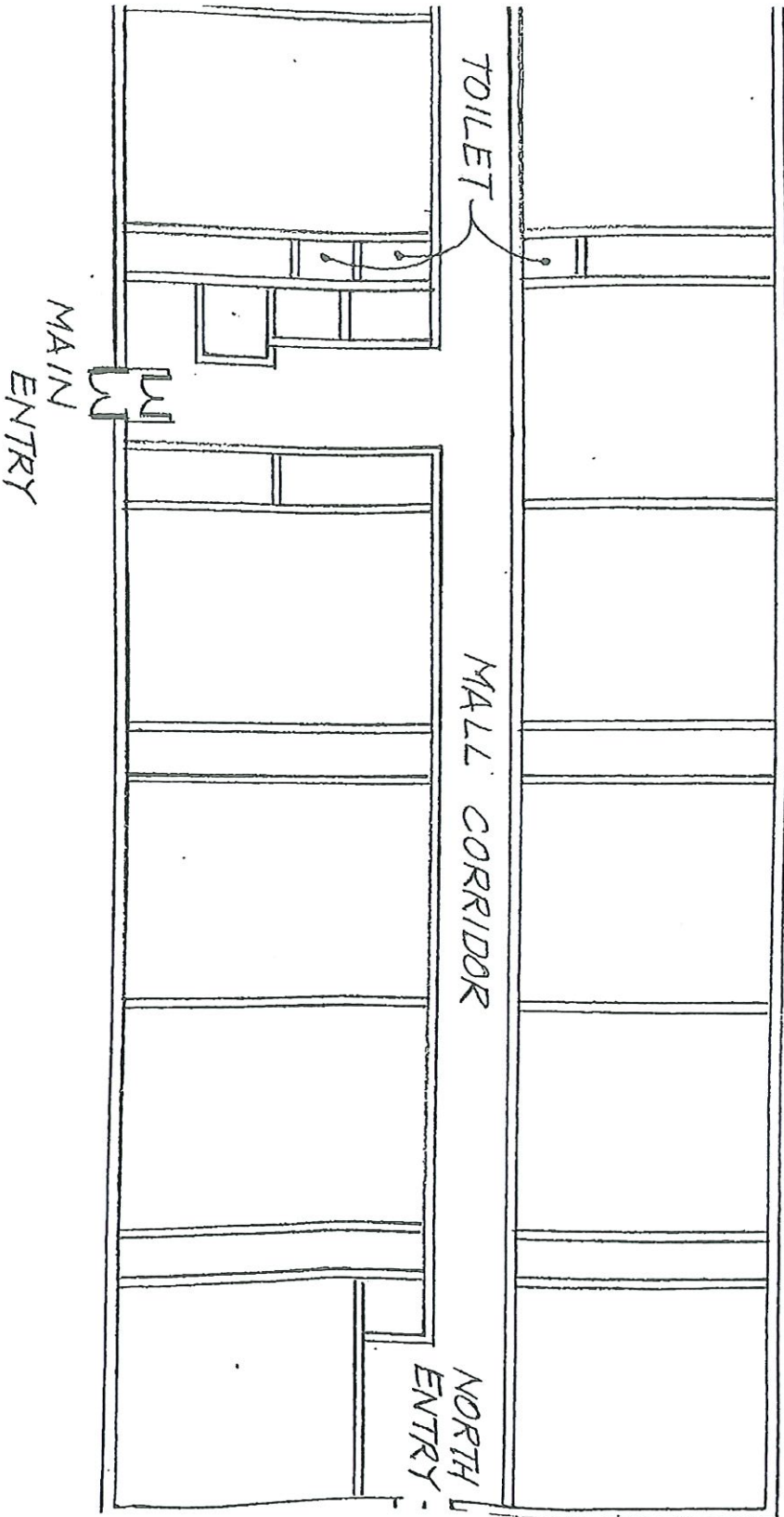
- S. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

The proposed use is not compatible with the surrounding area and would conflict with the overall objective of the comprehensive plan.

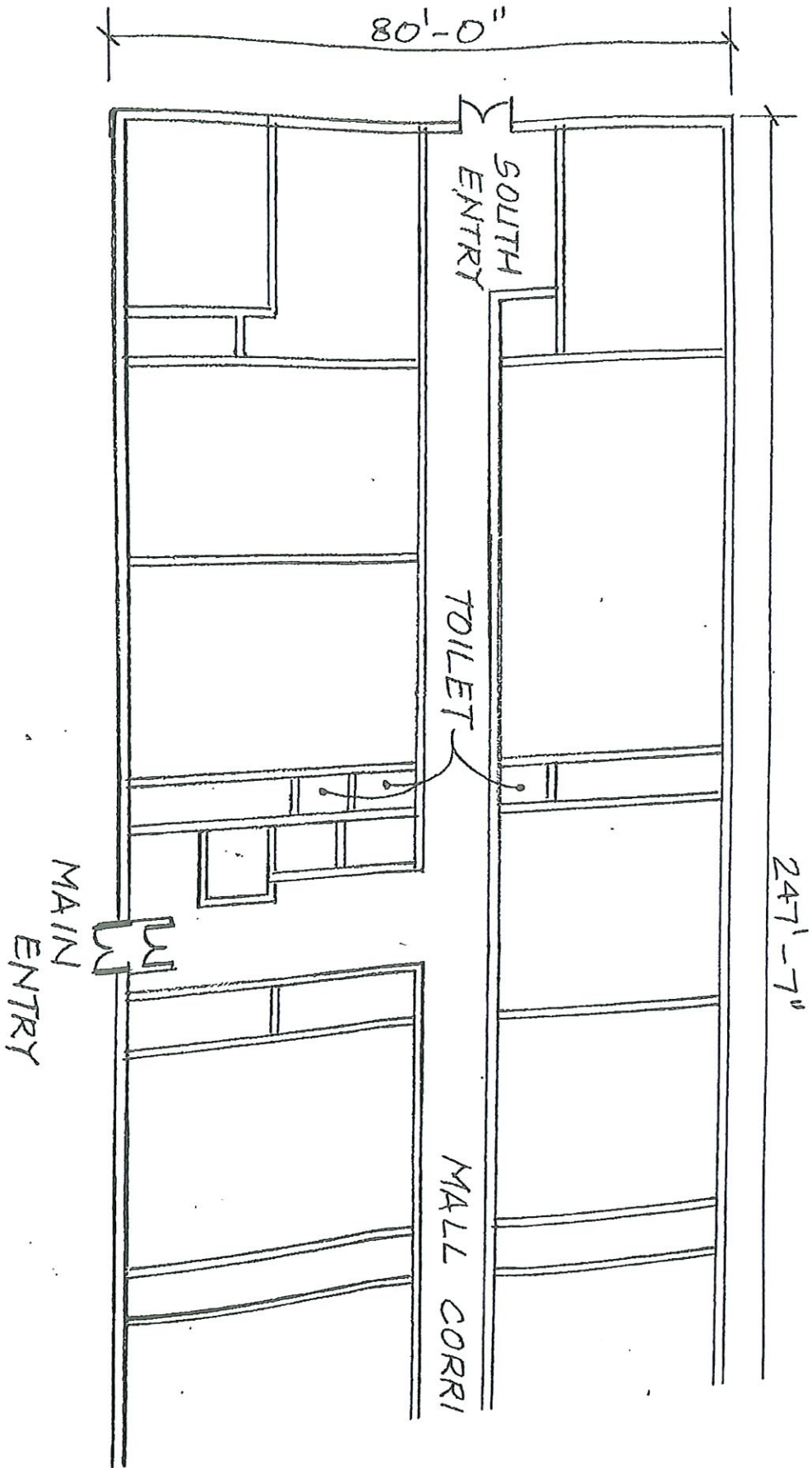
STAFF RECOMMENDATION

Staff recommends *A Full Deferral back to Planning Commission of SLUP-22-012.*

247'-7"



EXISTING FLOOR PLAN
SCALE: 1" = 20'



EXISTING FLOOR PLAN

SCALE: 1" = 20'

Letter of Intent

THIS LETTER OF INTENT (the "Document") made as of this 11th day of November, 2022
(the "Execution Date"),

BETWEEN:

Dionne Robinson of CHEF TONY'S EVENT CENTER

(the "Tenant")

AND

George Gray of SEEK FIRST LLC

(the "Landlord")

BACKGROUND:

A. The landlord is the owner of residential property that is available for lease.

B. The Tenant wishes to lease

This document will establish the basic terms used in a future lease agreement (the "Lease")

between the Landlord and the Tenant. The terms contained in this document are not

comprehensive and it is expected that added, and existing terms may be changed or deleted. The

basic terms are as follows:

Non-Binding

This document does not create a binding agreement between the Tenant and the Landlord

and will not be enforceable. Only the Lease, duly executed by the Tenant and the

Landlord, will be enforceable. The terms and conditions of the Lease will supersede any terms and conditions contained in this document. The Tenant and the Landlord are not prevented from entering into negotiations with third parties with regard to the subject matter of this document.

Transaction Description

The property that is the subject of this document (the "Property") is located at:

7173 Covington Hwy, Lithonia, GA 30058, USA

Rent and Term of Lease

The rent will be \$2,400 USD payable monthly in advance

This Document accurately reflects the understanding between the Landlord and the Tenant, signed on this 11th day of November, 2022.



Dionne Robinson (Tenant)



George Gray (Landlord)

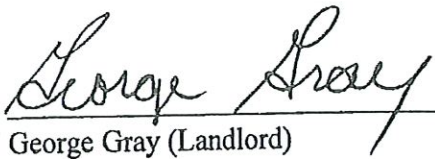
Letter to Use Property

Dionne Robinson
1705 Tuftstown Ct
Snellville, GA 30078
(404) 587-2576
dionnerobinson@gmail.com
November 11, 2022

Chef Tony's Event Center
7173 Covington Hwy
Lithonia, GA 30058

Respected Mr. Gray, I draft this letter to seek your official permission to use your property located at 7173 Covington Hwy for the business of Chef Tony's Event Center. Kindly furnish me with the permission to operate on your property. I can be reached via phone/email stated above.

Respectfully,
Dionne Robinson


George Gray (Landlord)

GENERAL NOTE
 THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT. THE SURVEYOR HAS REVIEWED THE DATA AND FOUND IT TO BE REASONABLY ACCURATE. THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE DATA.

NOTICE
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT. THE SURVEYOR HAS REVIEWED THE DATA AND FOUND IT TO BE REASONABLY ACCURATE. THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE DATA.

Site Address:
 1773 Covington Highway
 Marietta, GA
 Zipcode: 30067

The surveyor is not responsible to interpret or make conclusions regarding the suitability or accuracy of any information, data, diagrams, drawings, reports or maps prepared by others. This information is to be used only for the purposes stated herein. Copying, reproducing or otherwise using this information without the express written permission of the surveyor is strictly prohibited.

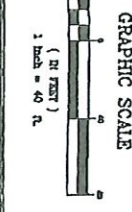
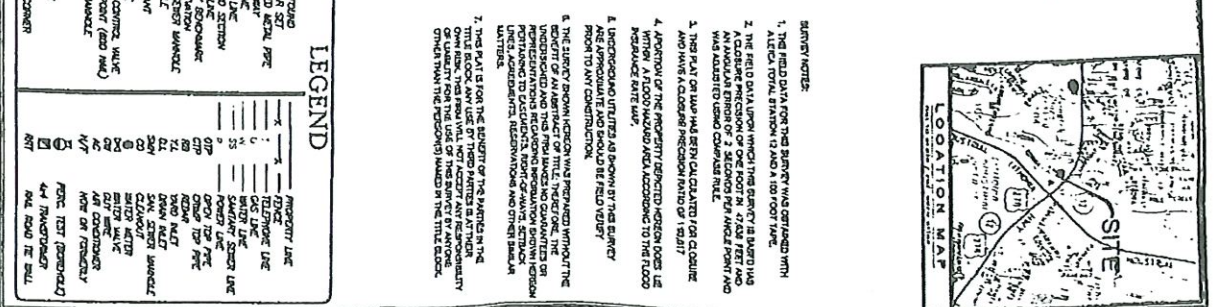
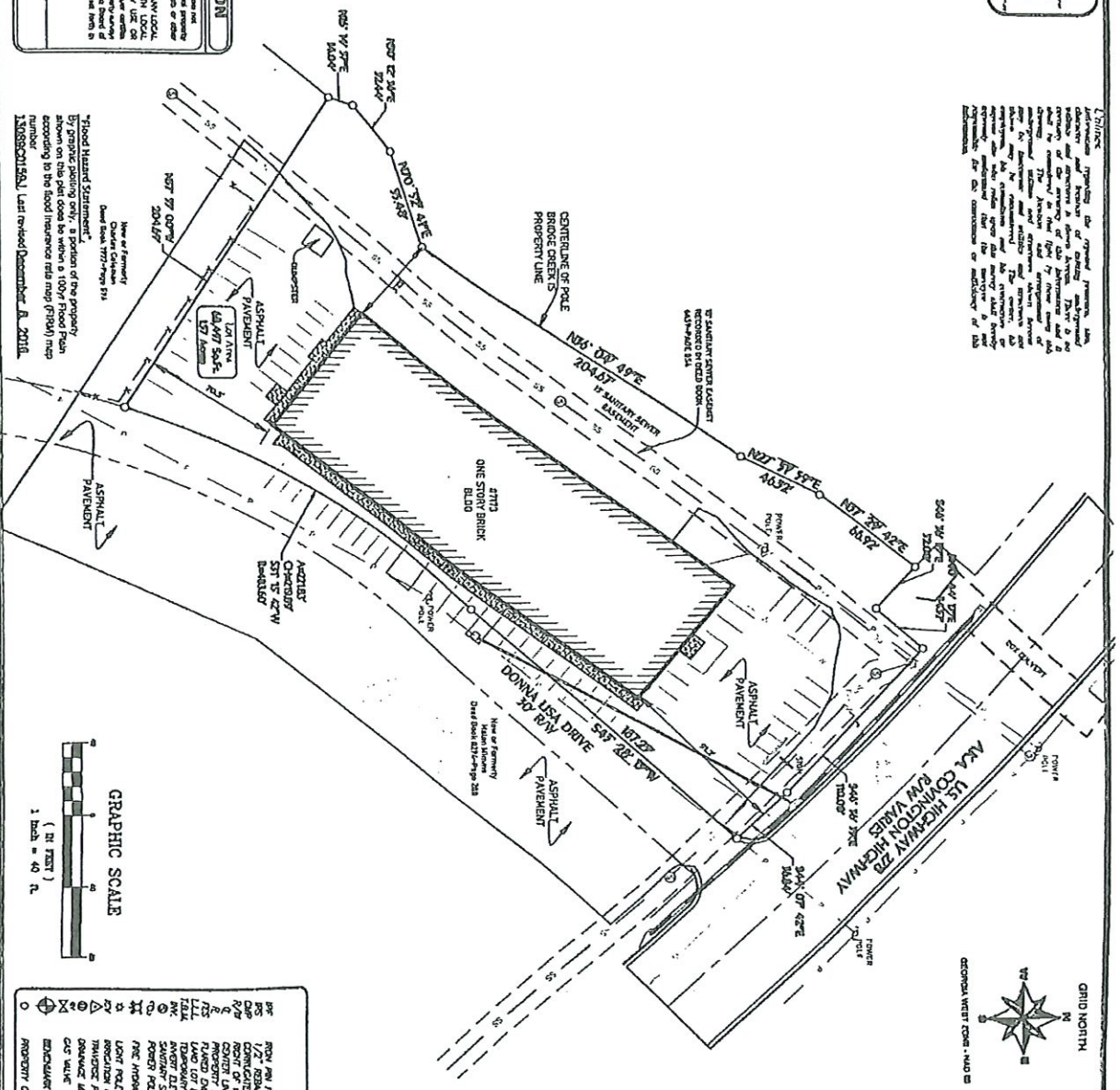
Area Surveyed: 1.57 acres
Survey Reference:
 Survey Reference: 2008-040-000-000-000-000
 Recordation: 2008-040-000-000-000-000



SURVEYORS CERTIFICATION

This is to certify that I, the undersigned, am a duly licensed and qualified Surveyor in the State of Georgia and that I have personally supervised and conducted this survey. I am duly licensed and qualified under the provisions of the Georgia Surveying Act. I am duly licensed and qualified under the provisions of the Georgia Surveying Act.

Surveyor's Name: W.L.B. Associates, Inc.
Date: Dec 21, 2023



SYMBOL	DESCRIPTION
...	...
...	...

LEGEND

1. THE FIELD DATA FOR THIS SURVEY WAS OBTAINED WITH A TOTAL STATION AND A GPS RECEIVER.

2. THE FIELD DATA WHICH THIS SURVEY IS BASED UPON HAS A CLOSEST APPROXIMATION OF ONE FOOT IN 100,000 FEET AND AN ASSUMED 2000 PER HORIZONTAL POINT AND AN ASSUMED 2000 PER VERTICAL POINT.

3. THIS PLAN IS BASED ON THE FIELD DATA FOR THIS SURVEY AND HAS A CLOSEST APPROXIMATION OF ONE FOOT IN 100,000 FEET AND AN ASSUMED 2000 PER HORIZONTAL POINT AND AN ASSUMED 2000 PER VERTICAL POINT.

4. ADJUSTMENT OF THE SURVEY DATA WAS MADE TO THE FLOOD HAZARD MAP.

5. UNDERGROUND UTILITIES AS SHOWN BY THE SURVEY ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.

6. THE SURVEY BOUNDARIES WERE PREPARED WITHOUT THE ASSISTANCE OF A PROFESSIONAL SURVEYOR AND ARE NOT TO BE USED FOR ANY PURPOSES REQUIRING PROFESSIONAL SURVEYING SERVICES. ANY CONSTRUCTION OR CONSTRUCTION THEREON AT THE SURVEYOR'S RISK AND WITHOUT THE ASSISTANCE OF A PROFESSIONAL SURVEYOR.

7. THIS PLAN IS FOR THE SURVEYOR'S USE ONLY. THE TITLE BLOCK, ANY USE OF THIS PLAN, OR ANY PART THEREOF, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR, IS STRICTLY PROHIBITED.

W.L.B. ASSOCIATES, INC.
 349 CHERRY COURT
 JONESBORO, GA 30218
 LAND SURVEYORS & SITE PLANNING
 LAND DEVELOPMENT
 OFFICE (404) 764-4633
 FAX (404) 764-4633
 WWW.WLBASSOCIATES.COM

REVISIONS

DATE	DESCRIPTION	SCALE
12/21/2023

W.L.B.

1773 COVINGTON HIGHWAY
 SEEK FIRST, LLC
 FOR

**DEED TO SECURE DEBT,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Security Instrument") dated as of February 10, 2017, is executed by Seek First, L.L.C., a Georgia limited liability company, as grantor ("Borrower"), to and for the benefit of Cherrywood Commercial Lending, LLC, a limited liability company organized and existing under the laws of the State of Delaware, as grantee ("Lender").

Borrower, in consideration of (i) the loan in the original principal amount of Seven Hundred Eighty Five Thousand and 00/100 Dollars (\$785,000.00) (the "Mortgage Loan") evidenced by that certain Promissory Note dated as of the date of this Security Instrument, executed by Borrower and made payable to the order of Lender maturing on February 1, 2042 (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Note"), (ii) that certain Loan and Security Agreement dated as of the date of this Security Instrument, executed by and between Borrower and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and (iii) the security title created and transferred to Lender by this Security Instrument, and to secure to Lender the repayment of the Indebtedness (as defined in this Security Instrument), and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents (as defined in the Loan Agreement), excluding the Environmental Indemnity Agreement (as defined in this Security Instrument), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, irrevocably and unconditionally grants, warrants, conveys, bargains, sells, and assigns to and for the benefit of Lender, with power of sale and right of entry and possession, the Mortgaged Property (as defined in this Security Instrument), including the real property located in DeKalb County, State of Georgia, and described in Exhibit A attached to this Security Instrument and incorporated herein by reference (the "Land"), to have and to hold such Mortgaged Property unto Lender and Lender's successors and assigns, forever; Borrower hereby releasing, relinquishing and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the Property Jurisdiction (as defined in this Security Instrument), if applicable.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, warrant, convey, bargain, sell, and assign the Mortgaged Property, and that the Mortgaged Property is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument). Borrower covenants that Borrower will warrant and defend the title to the Mortgaged Property against all claims and demands other than Permitted Encumbrances.

Borrower and (by its acceptance hereof) Lender covenants and agrees as follows:

1. **Defined Terms.**

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement. All terms used and not specifically defined herein, but which are otherwise defined by the UCC, shall have the meanings assigned to them by the UCC. The following terms, when used in this Security Instrument, shall have the following meanings:

“**Condemnation Action**” means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

“**Enforcement Costs**” means all expenses and costs, including reasonable attorneys’ fees and expenses, fees and out-of-pocket expenses of expert witnesses and costs of investigation, incurred by Lender as a result of any Event of Default under the Loan Agreement or in connection with efforts to collect any amount due under the Loan Documents, or to enforce the provisions of the Loan Agreement or any of the other Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy or insolvency proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding or Foreclosure Event) or judicial or non-judicial foreclosure proceeding, to the extent permitted by law.

“**Environmental Indemnity Agreement**” means that certain Environmental Indemnity Agreement dated as of the date of this Security Instrument, executed by Borrower to and for the benefit of Lender, as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time.

“**Environmental Laws**” has the meaning set forth in the Environmental Indemnity Agreement.

“**Event of Default**” has the meaning set forth in the Loan Agreement.

“**Fixtures**” means all Goods that are so attached or affixed to the Land or the Improvements as to constitute a fixture under the laws of the Property Jurisdiction.

“**Goods**” means all of Borrower’s present and hereafter acquired right, title and interest in all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain

rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements.

"Imposition Deposits" means deposits in an amount sufficient to accumulate with Lender the entire sum required to pay the Impositions when due.

"Impositions" means

(a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property;

(b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance and such other insurance as Lender may require under the Loan Agreement;

(c) Taxes; and

(d) amounts for other charges and expenses assessed against the Mortgaged Property which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender's interests, all as reasonably determined from time to time by Lender.

"Improvements" means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements, facilities, and additions and other construction on the Land.

"Indebtedness" means the principal of, interest on, and all other amounts due at any time under the Note, the Loan Agreement, this Security Instrument or any other Loan Document (other than the Environmental Indemnity Agreement and Guaranty), including Prepayment Premiums, late charges, interest charged at the Default Rate, and accrued interest as provided in the Loan Agreement and this Security Instrument, advances, costs and expenses to perform the obligations of Borrower or to protect the Mortgaged Property or the security of this Security Instrument, all other monetary obligations of Borrower under the Loan Documents (other than the Environmental Indemnity Agreement), including amounts due as a result of any indemnification obligations, and any Enforcement Costs.

"Land" means the real property described in Exhibit A.

"Leases" means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or

occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals thereof.

"Lien" means any claim or charge against property for payment of a debt or an amount owed for services rendered, including any mortgage, deed of trust, deed to secure debt, security interest, tax lien, any materialman's or mechanic's lien, or any lien of a Governmental Authority, including any lien in connection with the payment of utilities, or any other encumbrance.

"Mortgaged Property" means all of Borrower's present and hereafter acquired right, title and interest, if any, in and to all of the following:

- (a) the Land;
- (b) the Improvements;
- (c) the Personalty;
- (d) current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (e) insurance policies relating to the Mortgaged Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirements;
- (f) awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation Action, or (3) the total or partial taking of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (g) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (h) Leases and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents;

(i) earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Mortgage Loan and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(j) Imposition Deposits;

(k) refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(l) tenant security deposits;

(m) names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;

(n) Collateral Accounts and all Collateral Account Funds;

(o) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

(p) all of Borrower's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

"Permitted Encumbrance" means only the easements, restrictions and other matters listed in a schedule of exceptions to coverage in the Title Policy and Taxes for the current tax year that are not yet due and payable.

"Personalty" means all of Borrower's present and hereafter acquired right, title and interest in all Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

"Prepayment Premium" has the meaning set forth in the Loan Agreement.

"Property Jurisdiction" means the jurisdiction in which the Land is located.

"Rents" means all rents (whether from residential or non-residential space), revenues and other income from the Land or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and tenant security deposits.

"Software" means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include any computer program that is included in the definition of Goods.

"Taxes" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, may become a lien, on the Land or the Improvements or any taxes upon any Loan Document.

"Title Policy" has the meaning set forth in the Loan Agreement.

"UCC" means the Uniform Commercial Code in effect in the Property Jurisdiction, as amended from time to time.

"UCC Collateral" means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Borrower has any present or hereafter acquired right, title or interest.

2. Security Agreement; Fixture Filing.

(a) To secure to Lender, the repayment of the Indebtedness, and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower hereby pledges, assigns, and grants to Lender a continuing security interest in the UCC Collateral. This Security Instrument constitutes a security agreement and a financing statement under the UCC. This Security Instrument also constitutes a financing statement pursuant to the terms of the UCC with respect to any part of the Mortgaged Property that is or may become a Fixture under applicable law, and will be recorded as a "fixture filing" in accordance with the UCC. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Borrower. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Security Instrument and in any Loan Document. Lender may exercise any or all of its remedies against the UCC Collateral separately or together, and in any order,

without in any way affecting the availability or validity of Lender's other remedies. For purposes of the UCC, the debtor is Borrower and the secured party is Lender. The name and address of the debtor and secured party are set forth after Borrower's signature below which are the addresses from which information on the security interest may be obtained.

(b) Borrower represents and warrants that: (1) Borrower maintains its chief executive office at the location set forth after Borrower's signature below, and Borrower will notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Borrower is the record owner of the Mortgaged Property; (3) Borrower's state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (4) Borrower's exact legal name is as set forth on Page 1 of this Security Instrument; (5) Borrower's organizational identification number, if applicable, is as set forth after Borrower's signature below; (6) Borrower is the owner of the UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (7) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and (8) no financing statement covering any of the UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

(c) All property of every kind acquired by Borrower after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Borrower and without further conveyance or assignment become subject to the lien and security interest created by this Security Instrument. Nevertheless, Borrower shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further deeds of trust, deeds to secure debt, security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

3. Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Leases and Rents. It is the intention of Borrower to establish present, absolute and irrevocable transfers and assignments to Lender of all Leases and Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Borrower and Lender intend the assignments of Leases and Rents to be effective immediately and to constitute absolute present assignments, and not assignments for additional security only. Only for purposes of giving effect to these absolute assignments of Leases and Rents, and for no other purpose, the Leases and Rents shall not be deemed to be a part of the Mortgaged Property. However, if these present, absolute and unconditional assignments of Leases and Rents are not enforceable by their terms under the laws of the Property Jurisdiction, then each of the Leases and Rents shall be included as part of the Mortgaged Property, and it is the intention of Borrower, in such circumstance, that this Security

Instrument create and perfect a lien on each of the Leases and Rents in favor of Lender, which liens shall be effective as of the date of this Security Instrument.

(b) Until an Event of Default has occurred and is continuing, but subject to the limitations set forth in the Loan Documents, Borrower shall have a revocable license to exercise all rights, power and authority granted to Borrower under the Leases (including the right, power and authority to modify the terms of any Lease, extend or terminate any Lease, or enter into new Leases, subject to the limitations set forth in the Loan Documents), and to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender, and to apply all Rents to pay the Monthly Debt Service Payments and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities and Impositions (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing (and no event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing), the Rents remaining after application pursuant to the preceding sentence may be retained and distributed by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Security Instrument.

(c) If an Event of Default has occurred and is continuing, without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, the revocable license granted to Borrower pursuant to Section 3(b) shall automatically terminate, and Lender shall immediately have all rights, powers and authority granted to Borrower under any Lease (including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease) and, without notice, Lender shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. During the continuance of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Borrower shall, upon Borrower's receipt of any Rents from any sources, pay the total amount of such receipts to Lender. Although the foregoing rights of Lender are self-effecting, at any time during the continuance of an Event of Default, Lender may make demand for all Rents, and Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts that are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower, and even in the absence of waste, enter upon, take and maintain full control of the Mortgaged Property, and may exclude Borrower and its agents and employees therefrom, in order to perform all acts that Lender, in its discretion,

determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents (including through use of a lockbox, at Lender's election), the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing this assignment of Rents, protecting the Mortgaged Property or the security of this Security Instrument and the Mortgage Loan, or for such other purposes as Lender in its discretion may deem necessary or desirable.

(e) Notwithstanding any other right provided Lender under this Security Instrument or any other Loan Document, if an Event of Default has occurred and is continuing, and regardless of the adequacy of Lender's security or Borrower's solvency, and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in Section 3. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*, if permitted by applicable law. Borrower consents to shortened time consideration of a motion to appoint a receiver. Lender or the receiver, as applicable, shall be entitled to receive a reasonable fee for managing the Mortgaged Property and such fee shall become an additional part of the Indebtedness. Immediately upon appointment of a receiver or Lender's entry upon and taking possession and control of the Mortgaged Property, possession of the Mortgaged Property and all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property, and all security deposits and prepaid Rents, shall be surrendered to Lender or the receiver, as applicable. If Lender or receiver takes possession and control of the Mortgaged Property, Lender or receiver may exclude Borrower and its representatives from the Mortgaged Property.

(f) The acceptance by Lender of the assignments of the Leases and Rents pursuant to this Section 3 shall not at any time or in any event obligate Lender to take any action under any Loan Document or to expend any money or to incur any expense. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in, on or about the Mortgaged Property. Prior to Lender's actual entry upon and taking possession and control of the Land and Improvements, Lender shall not be:

- (1) obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease);
- (2) obligated to appear in or defend any action or proceeding relating to any Lease or the Mortgaged Property; or
- (3) responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property.

Any amounts so disbursed or paid by Lender shall be added to, and become part of, the principal balance of the Indebtedness, be immediately due and payable and bear interest at the Default Rate from the date of disbursement until fully paid. The provisions of this Section 4 shall not be deemed to obligate or require Lender to incur any expense or take any action.

5. Default; Acceleration; Remedies.

(a) If an Event of Default has occurred and is continuing, Lender, at its option, may declare the Indebtedness to be immediately due and payable without further demand, and may either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (1) to enforce payment of the Mortgage Loan; (2) to foreclose this Security Instrument judicially or non-judicially by the power of sale granted herein; (3) to enforce or exercise any right under any Loan Document; and (4) to pursue any one (1) or more other remedies provided in this Security Instrument or in any other Loan Document or otherwise afforded by applicable law. Each right and remedy provided in this Security Instrument or any other Loan Document is distinct from all other rights or remedies under this Security Instrument or any other Loan Document or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order. Borrower has the right to bring an action to assert the nonexistence of an Event of Default or any other defense of Borrower to acceleration and sale.

(b) Borrower acknowledges that the power of sale granted in this Security Instrument may be exercised or directed by Lender without prior judicial hearing and hereby appoints Lender as Borrower's agent and attorney-in-fact to exercise such power of sale in the name and on behalf of Borrower. In the event Lender invokes the power of sale:

(1) Borrower hereby authorizes and empowers Lender to take possession of the Mortgaged Property, or any part thereof, and hereby grants to Lender a power of sale and authorizes and empowers Lender to sell (or, in the case of the default of any purchaser, to resell) the Mortgaged Property or any part thereof, in compliance with applicable law, including compliance with any and all notice and timing requirements for such sale;

(2) Lender may sell and dispose of the Mortgaged Property at public auction, at the usual place for conducting sales at the courthouse in the county where all or any part of the Mortgaged Property is located, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice of sale once a week for four (4) consecutive weeks (without regard to the actual number of days) in a newspaper in which serves as the official publication of legal notices and advertisements in such county, all other notice being waived by Borrower; and Lender may thereupon execute and deliver to the purchaser a sufficient instrument of conveyance of the Mortgaged Property, which may contain recitals as to the happening of the Event of Default upon which the execution of the power of sale granted by this Section 5 depends. The recitals in the instrument of conveyance shall be presumptive evidence that Lender duly complied with all preliminary acts prerequisite to the sale and instrument of conveyance. Borrower constitutes and

appoints Lender as Borrower's agent and attorney-in-fact to make such recitals, sale and conveyance;

(3) the power and agency granted in this Section 5 are coupled with an interest, are irrevocable by death or otherwise, and are in addition to the remedies for collection of the Indebtedness as provided by law. Borrower ratifies all of Lender's acts, as such attorney-in-fact, and Borrower agrees that such recitals shall be binding and conclusive upon Borrower and that the conveyance to be made by Lender (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy, and all other exemptions of Borrower, or its successors in interest, in and to the Mortgaged Property; and

(4) the Mortgaged Property may be sold in one (1) parcel and as an entirety, or in such parcels, manner or order as Lender, in its discretion, may elect, and one (1) or more exercises of the powers granted in this Section 5 shall not extinguish or exhaust the power unless the entire Mortgaged Property is sold or the Indebtedness is paid in full, and Lender shall collect the proceeds of such sale, applying such proceeds as provided in this Section 5. In the event of a deficiency, Borrower shall immediately on demand from Lender pay such deficiency to Lender, subject to the provisions of the Note limiting Borrower's personal liability for payment of the Indebtedness. Borrower waives all rights, claims, and defenses with respect to Lender's ability to obtain a deficiency judgment. Borrower acknowledges that Lender may bid for and purchase the Mortgaged Property at any foreclosure sale and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price.

(c) If the Mortgaged Property is sold pursuant to this Section 5, Borrower, or any person holding possession of the Mortgaged Property through Borrower, shall surrender possession of the Mortgaged Property to the purchaser at such sale on demand. If possession is not surrendered on demand, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Georgia law.

(d) Borrower covenants and agrees that Lender shall apply the proceeds of any sale in the following order:

(1) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs associated with title evidence and the reasonable cost of such other professionals who provided services in connection with the sale or establishing a deficiency, if any;

(2) to the Indebtedness in such order as Lender, in Lender's discretion, directs;
and

(3) the excess, if any, to the person or persons legally entitled to the excess.

(e) In connection with the exercise of Lender's rights and remedies under this Security Instrument and any other Loan Document, there shall be allowed and included as Indebtedness: (1) all expenditures and expenses authorized by applicable law and all other expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication costs; (2) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by Lender incurred in preparation for, contemplation of or in connection with the exercise of Lender's rights and remedies under the Loan Documents; and (3) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Lender's rights and remedies under the Loan Documents) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Lender's rights and remedies under the Loan Documents. All expenditures and expenses of the nature mentioned in this Section 5 and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Security Instrument, the Note, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any Foreclosure Event, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate until paid.

(f) Any action taken by Lender pursuant to the provisions of this Section 5 shall comply with the laws of the Property Jurisdiction. Such applicable laws shall take precedence over the provisions of this Section 5, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable law. If any provision of this Security Instrument shall grant to Lender (including Lender acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Security Instrument any powers, rights or remedies prior to, upon, during the continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable law in the absence of said provision, such party shall be vested with the powers, rights, and remedies granted in such applicable law to the full extent permitted by law.

6. Waiver of Statute of Limitations and Marshaling.

Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Security Instrument or to any action brought to enforce any Loan Document. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order

in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Security Instrument and/or any other Loan Document or by applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower, for itself and all who may claim by, through, or under it, and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Security Instrument waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels (at the same time or different times) in connection with the exercise of any of the remedies provided in this Security Instrument or any other Loan Document, or afforded by applicable law.

7. Waiver of Redemption; Rights of Tenants.

(a) Subject, in any event, to Section 11(c) hereof, Borrower hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisal, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:

(1) Borrower for itself and all Persons who may claim by, through, or under Borrower, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws," and all rights of reinstatement and redemption of Borrower and of all other Persons claiming by, through, or under Borrower are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law;

(2) Borrower shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(3) if Borrower is a trust, Borrower represents that the provisions of this Section 7 (including the waiver of reinstatement and redemption rights) were made at the express direction of Borrower's beneficiaries and the persons having the power of direction over Borrower, and are made on behalf of the trust estate of Borrower and all beneficiaries of Borrower, as well as all other persons mentioned above.

(b) Lender shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale

of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

8. Notice.

(a) All notices under this Security Instrument shall be:

(1) in writing, and shall be (A) delivered, in person, (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested, or (C) sent by overnight express courier;

(2) addressed to the intended recipient at its respective address set forth at the end of this Security Instrument; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

(b) Any party to this Security Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 8.

(c) Any required notice under this Security Instrument which does not specify how notices are to be given shall be given in accordance with this Section 8.

9. Mortgagee-in-Possession.

Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred in this Security Instrument shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

10. Release and Reconveyance.

Upon payment in full of the Indebtedness, Lender shall cause the release of this Security Instrument and the reconveyance of the Mortgaged Property to Borrower, and Borrower shall pay Lender's costs incurred in connection with such release and reconveyance.

11. Georgia State Specific Provisions.

(a) To the fullest extent permitted by law, Borrower agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any present or future law providing for any appraisal, valuation, stay, extension or redemption, homestead, moratorium, reinstatement, marshaling or forbearance, and Borrower, for Borrower, Borrower's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the fullest extent permitted by law, waives and releases all rights of redemption, valuation, appraisal, stay of execution, reinstatement (including all rights under O.C.G.A. Section 44-14-85), notice of intention to mature or declare due the whole of the Indebtedness, and all rights to a marshaling of assets of Borrower, including the Mortgaged Property.

(b) This Security Instrument secures future advances.

(c) This conveyance is intended to and shall constitute and be construed as (1) a deed passing fee title to the Mortgaged Property to Lender, and is made under those provisions of the existing laws of the State of Georgia (O.C.G.A. Section 44-14-60 *et seq.*) relating to conveyances and deeds to secure debt (a/k/a "security deed"), and not a mortgage, and is given to secure the payment and performance of the Indebtedness, and (2) a security agreement pursuant to the provisions of the Uniform Commercial Code of Georgia, Title 11 of the Official Code of Georgia. Moreover, use of the terms "Mortgaged Property" or "Mortgage Loan," whether in this Security Instrument or in any other Loan Document, shall not be construed to mean that this Security Instrument is a mortgage.

(d) Lender's acceptance, if any, of an assumption of the obligations of this Security Instrument and the Note, and the release of Borrower pursuant to the Loan Agreement, shall not constitute a novation and shall not affect the priority of the lien created by this Security Instrument.

(e) The interest of Lender under this Security Instrument and the liability and obligation of Borrower for the Indebtedness arise from a "commercial transaction" within the meaning of O.C.G.A. Section 44-14-260(1). Accordingly, pursuant to O.C.G.A. Section 44-14-263, Borrower waives any and all rights which Borrower may have to notice (other than as may be expressly provided for herein) prior to seizure by Lender of any interest in personal property of Borrower which constitutes part of the Mortgaged Property, whether such seizure is by writ of possession or otherwise.

(f) In all events where Borrower may be obligated to pay all reasonable costs, expenses and attorneys' fees incurred by Lender in connection with the Loan Documents, "reasonable attorneys' fees" or words of similar import shall in all events mean reasonable attorneys' fees, actually incurred, without the application of the statutory presumption established by the O.C.G.A. Section 13-1-11.

(g) Pursuant to O.C.G.A. Section 44-14-80, the parties to this Security Instrument intend to establish and do hereby establish a perpetual or indefinite security interest in the Mortgaged Property.

(h) Wherever the word "lien" is used with respect to the encumbrance effected by this Security Instrument, such as in the phrase "the lien of this Security Instrument," or words of similar import, such word shall mean and be a reference to the "lien and security title" of this Security Instrument.

12. Governing Law; Consent to Jurisdiction and Venue.

This Security Instrument shall be governed by the laws of the Property Jurisdiction without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Borrower agrees that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies that arise under or in relation to any security for the Indebtedness. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

13. Miscellaneous Provisions.

(a) This Security Instrument shall bind, and the rights granted by this Security Instrument shall benefit, the successors and assigns of Lender. This Security Instrument shall bind, and the obligations granted by this Security Instrument shall inure to, any permitted successors and assigns of Borrower under the Loan Agreement. If more than one (1) person or entity signs this Security Instrument as Borrower, the obligations of such persons and entities shall be joint and several. The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Security Instrument shall create any other relationship between Lender and Borrower. No creditor of any party to this Security Instrument and no other person shall be a third party beneficiary of this Security Instrument or any other Loan Document.

(b) The invalidity or unenforceability of any provision of this Security Instrument or any other Loan Document shall not affect the validity or enforceability of any other provision of this Security Instrument or of any other Loan Document, all of which shall remain in full force and effect. This Security Instrument contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Security Instrument. This Security Instrument may not be amended or modified except by written agreement signed by the parties hereto.

(c) The following rules of construction shall apply to this Security Instrument:

(1) The captions and headings of the sections of this Security Instrument are for convenience only and shall be disregarded in construing this Security Instrument.

(2) Any reference in this Security Instrument to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Security Instrument or to a Section or Article of this Security Instrument.

(3) Any reference in this Security Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(4) Use of the singular in this Security Instrument includes the plural and use of the plural includes the singular.

(5) As used in this Security Instrument, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only, and not a limitation.

(6) Whenever Borrower's knowledge is implicated in this Security Instrument or the phrase "to Borrower's knowledge" or a similar phrase is used in this Security Instrument, Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of Borrower's knowledge after reasonable and diligent inquiry and investigation.

(7) Unless otherwise provided in this Security Instrument, if Lender's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(8) All references in this Security Instrument to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(9) "Lender may" shall mean at Lender's discretion, but shall not be an obligation.

14. Time is of the Essence.

Borrower agrees that, with respect to each and every obligation and covenant contained in this Security Instrument and the other Loan Documents, time is of the essence.

15. WAIVER OF TRIAL BY JURY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) (A) COVENANTS AND

AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS SECURITY INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH OF BORROWER AND LENDER, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ATTACHED EXHIBITS. The following Exhibits are attached to this Security Instrument and incorporated fully herein by reference:

Exhibit A Description of the Land

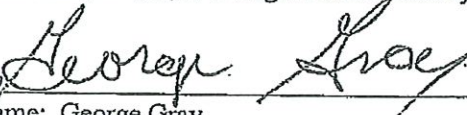
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IN WITNESS WHEREOF, Borrower has signed and delivered this Security Instrument under seal (where applicable) or has caused this Security Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, Borrower intends that this Security Instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

Signed, sealed and delivered in the presence of: Seek First, L.L.C., A Georgia limited liability company

Unofficial Witness:

By: 
Name: George Gray
Title: Sole Member and Manager

The name, chief executive office and organizational identification number of Borrower (as Debtor under any applicable Uniform Commercial Code) are:

Debtor Name/Record Owner: Seek First, L.L.C.

Debtor Chief Executive Office Address:

5075 Golfbrook Dr.

Stone Mountain, GA 30088

The name and chief executive office of Lender (as Secured Party) are:

Secured Party Name: Cherrywood Commercial Lending, LLC

Secured Party Chief Executive Office Address:

20955 Pathfinder Road, #370

Diamond Bar, CA 91765



PLANNING & ZONING STAFF REPORT

MEETING DATE: January 9, 2023

GENERAL INFORMATION

Petition Number: TMOD-22-014

Applicant: Stonecrest Planning and Zoning Department

Project Location: City-Wide

Proposed amendment: Amendment to Stonecrest Zoning Ordinance, Chapter 27, Article 7, Administration , Division 2, General Administration, Section 7.2.2, Applications, to address the requirement of attending the Community Planning Information Meeting

- A. *Applications for city action that require a public hearing.* Applications for city action that require a public hearing shall be filed with the director of planning, along with a fee as set by the city council and the campaign disclosure required by O.C.G.A. § 36-67A-3. Applications and procedures shall be made available to the public in the offices of the planning department.
- B. *Processing of said applications.* The processing of said applications shall be based upon an annual calendar adopted by the city council. This calendar shall be made available to the public in the offices of the planning department.
 - 1. The director of planning shall be authorized to establish application submittal requirements necessary to obtain sufficient information to allow for a compliance review of the application as well as forms and instructions for each application type or petition.
 - 2. No application shall be processed by the planning and zoning director unless it complies with the procedural requirements of this division and is found to be a complete application.
 - 3. A change to a site plan or proposed condition of zoning associated with an application, which change has been accepted and allowed to be part of the application by the director of planning, may be deferred by the city council for a full-cycle review if the city council determines such review is reasonably necessary as a result of the change. The amended application shall be treated as if it were a new application, for the purposes of publication, review, notice and hearings, as required under this article, including review by the planning commission. An amendment to an application shall not change the original filing date of that application. An amended application shall not require a new application fee. However, in the case of a deferral requested by the applicant, the applicant shall pay a required re-advertising fee.
- C. *Application fees.* The application fees for special land use permits, amendments to the official zoning map and comprehensive plan map amendments shall be as established by the city council.



PLANNING & ZONING STAFF REPORT

- D. *Site plan preparation.* The director of planning shall publish a checklist of requirements for site plans submitted pursuant to this zoning ordinance. All site plans submitted pursuant to this zoning ordinance shall be submitted with the applications to which they apply and shall comply with the checklist requirements.
- E. *Notice of applications filed.* The secretary of the planning commission shall provide the city council with a list of all applications and amendments filed. The listing of applications shall be reasonably made available to the public.
- F. *Prior to the Planning Commission and City Council public hearing the text amendment shall be presented for public comment at a Community Planning Information Meeting (CPIM).*
- F.G. *Withdrawal of application by applicant.* Applications may not be withdrawn without permission of the city council after they have been filed for advertising for public hearing, except as otherwise provided herein.
- G.H. *City clerk to provide signed copy of final actions taken by the city council to director of planning to be noted on official zoning maps.* The clerk shall, after any final action taken by the city council, provide to the director of planning a signed, certified copy of each such action. The director of planning shall cause all relevant documents to be amended accordingly to reflect the final action approved by the city council.

FACTS AND ISSUES:

RECOMMENDED ACTION: Recommend Approval to the City Council

ATTACHMENTS:

1. Proposed Changes to Article 7 – Administration, Division 2, Section 7.2.2

TMOD-22-015
STONECREST ZONING ORDINANCE UPDATE
Revisions to the Sign Ordinance, Chapter 21

Sec. 21-1. - Purpose and findings.

(14) To prohibit all signs not expressly authorized by this chapter, to provide for the maintenance of signs, and to provide for the enforcement of the provisions of this chapter.

Sec. 21-2. - Definitions.

Parapet Wall: That integral part of a wall that extends above the top of a building.

Parapet Wall Sign: A sign attached parallel to but within 12 inches of a parapet wall, painted on a parapet wall, or erected and confined within a parapet wall, which is supported by said parapet wall and which displays only one sign face.

Shopping center: Three or more primary retail establishments planned, developed and managed as a unit and providing parking facilities in common on the site.

~~Sign means a device, structure or representation for visual communication which is used for the purpose of bringing the subject thereof to the attention of others. For the purposes of this chapter, the term "sign" shall include the structure upon which a sign face is located. Flags and banners shall be included within this definition only as provided elsewhere herein. Seasonal holiday decorations shall not be included within the definition of the term "sign" and regulated as such.~~

Sign: Any device, fixture, placard, display, or structure visible to the general public that uses or is designed to use any color, form, graphic, illumination, symbol, writing, or visual presentation of any kind to advertise, announce, draw attention to, or identify a product, place, activity, person, institution, business, or other entity, or to communicate a message or information of any kind to the public. "Sign" shall include both "sign face" and "sign structure."

Sign Face: The portion of a sign on which the copy, message, or other visual image to be communicated is placed or is intended or designed to be placed.

Subdivision Entrance Sign: A sign installed at the entrance of a subdivision approved pursuant to the Land Subdivision Ordinance of the City of [StonecrestAtlanta](#).

Temporary Sign: A sign mounted on a stake or metal frame that is used for a limited time period, ~~not to exceed 180 consecutive days~~, and without regard to message. Examples of use of temporary signs include, but are not limited to, campaigns, real estate, and construction in progress.

Wayfinding Directional sign means signage used to assist the public in navigating and locating parking, individual tenants, activity centers, ingress/egress points, and other features internal to a mixed-use development and that is not visible from public rights-of-way.

Sec. 21-23. - Permits.

b) Existing signs which conform to the provisions of this chapter that would be required to obtain a permit under the regulations of this chapter must register with the **Director of Planning** within 90 days of the effective date of the ordinance from which this chapter is derived if such signs do not have a valid permit pursuant to a previous ordinance and pay a permit fee. The information provided for registration will be the same information required in a permit application under [section 21-24](#). No permit fee will be required for the registration of existing signs which have a current valid permit under any previous ordinance regulating sign.

Sec. 21-28. - Enforcement and penalties.

a) The **Director of Code EnforcementPlanning** may issue a citation for violation of this chapter by any person, including if applicable, the owner, manager or tenant of the lot upon which a sign is located, for a sign erected, altered, maintained, converted, or used in violation of this chapter or in violation of any other applicable ordinance regulating signage, including, but not limited to, the building and electrical codes.

Sec. 21-61. - Fees.

The cost of a sign permit shall be established by the city council and collected by the **Director of Planning**.

Sec. 21-62. - Prohibited signs.

(21) Human signs

(22) Billboard signs

Sec. 21-65. - Restrictions in residential zoning districts.

2)

~~Ground signs are prohibited, with the exception of monument signs;~~

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~~(A1) There shall be a maximum of two monument signs per entrance into any residential subdivision or real estate development in a residential district;~~

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~~(2) Ground signs are prohibited, with the exception of monument signs;~~

~~(3B) No sign in any residentially zoned district may be illuminated, except for monument signs, subject to the provisions of section 21-76. No monument sign may be internally illuminated;~~

~~(4C) Monument signs shall not exceed 32 square feet of sign area and shall not exceed six feet in height;~~

~~(5D) Reserved; and~~

~~(6E) No electronic signs are allowed in any residential zoning district if that district is designated by city as an historic district. No electronic signs shall be allowed in any other residential zoning district except one electronic sign per property for a place of worship, private elementary, middle, or high school provided such sign meets all other requirements of this chapter.~~

~~(F) Entrance wall signs.~~

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~~(1) Single-family residential:~~

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~~One maximum 32-square-foot entry wall or monument sign or two single-faced entry wall or monument signs not to exceed 16 square feet for each side of a platted single family subdivision entrance shall be permitted for each street on which the lot has frontage. Subdivisions with more than one identifiable section, as shown on an approved preliminary plat, may be allowed internal identification monument signs of 16 square feet on one side of the entrance to each section.~~

~~(2) Townhome and multifamily:~~

~~Monument signs. One maximum 32-square-foot entry wall or monument sign or two single-faced entrance wall or monument signs not to exceed 16 square feet for each side of the development's entrance shall be permitted for each street on which the multi-family property or property occupied with an institutional use has up to and including 500 linear feet of frontage. The sign shall have a maximum height of six feet (see exception), shall not be~~

internally illuminated unless backlit illumination is used. Except for gas stations, changeable copy shall not be permitted. Notwithstanding the foregoing, monument signs on arterial streets may be ten feet in height

(g) Multifamily residential uses.

(1) Signs for multi-family residential uses zoned MR-1, MR-2, MR-3, HR-1, HR-2, HR-3 provisions per section 21-72 for nonresidential use sign regulations.

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(Ord. of 8-2017, § 21-65)

• Sec. 21-69. - Wall or projecting signs.

(a)

Wall or projecting signs shall be securely fastened to the building surface.

(b)

No wall sign greater than 180 square feet shall be placed below the 12th story of a building confined to the upper 30 feet of the façade.

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(c)

Projecting signs may project from the building up to two feet, provided that no projecting sign shall be maintained less than ten feet above the ground level when erected over pedestrian walkways or driveways and no less than 14 feet above vehicle access.

(d)

No wall or projecting sign shall extend above the parapet wall.

(e)

Only one wall sign shall be allowed on any side elevation of the building and further provided that no building shall contain more than one such sign per side elevation.

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(f)

Wall signs are subject to the prohibition against roof signs. Walls erected on the roof of a building regardless of whether such wall projects above its top are not parapet walls and no such wall may be used as a building signature sign or to support a building signature sign.

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(Ord. of 8-2017, § 21-69)

Sec. 21-70. - ~~Ground~~ ~~Ground~~ signs Monument Signs

(a) ~~The height of any directional sign shall not be more than three feet above the ground.~~

(d) ~~all ground signs in the MU-1-5 zoning districts shall be monument signs.~~

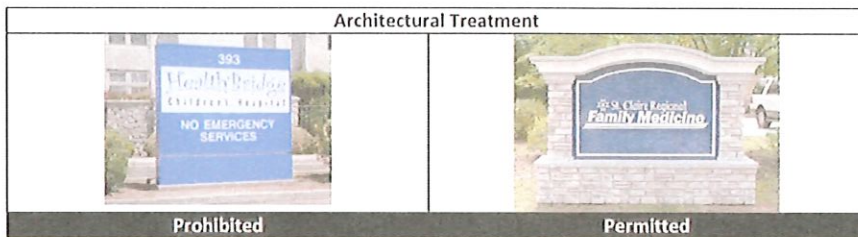


Table 21.72

	Monument Sign	Wall Sign	Directional Sign	Window Sign
Max. height	10'	N/A	3'	N/A
Max. width	20'	80 percent of the wall or canopy width	3'	N/A
Max. sq. ft.	80	4 sq. ft. per linear foot of the wall or canopy, up to a maximum of 150 sq. ft. for buildings under 12 stories and up to 500 sq. ft. for buildings 12 stories or more. (See section 21-69(b))	6	30 10 percent of the window space for buildings under 50,000 sq. ft. 10 percent of the window area for buildings 50,000 sq. ft. or over
Max. number allowed	One per facade street frontage	1-1/2 primary facade on buildings less than 8 stories	2 authorized curb cut	N/A

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		2/ and 1 secondary facade facade on buildings 8 stories or more		
Required setback from electrical transmission lines	10'	N/A	0zero'	N/A

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(b)

In lieu of the sign regulations of Table 21-72(a) above, a lot developed as a planned commercial center shall be allowed the following:

TABLE 21-72(b)

EXPAND

	Monument Sign	Wall Sign	Directional Sign	
Max. height	10'; for properties over 40 acres. 12'	N/A	3'	N/A
Max. width	20'	80% of the wall or canopy width	3'	N/A
Max. sq. ft.	80	4 sq. ft. per linear foot of the wall, up to a maximum of 150 sq. ft. for buildings 3 stories or less and up to a maximum of 300 square feet for buildings between 4 and 7 stories. Buildings 8 stories or more shall be permitted a maximum sign area of 5% of the total wall area not to exceed 800 square feet. (See section 21-69(b))	6	30% of the window space for buildings under 50,000 sq. ft. 10% of the window area for buildings 50,000 sq. ft. or over
Max. number allowed	1/street frontage	1/facade buildings less than eight stories; 2/facade	2/authorized curb cut	N/A

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	<u>Monument Sign</u>	<u>Wall Sign</u>	<u>Directional Sign</u>	
		<u>on buildings eight stories or more</u>		
<u>Max. projection from structure</u>	<u>N/A</u>	<u>6'</u>	<u>N/A</u>	<u>N/A</u>
<u>Required setback from electrical transmission lines</u>	<u>10'</u>	<u>N/A</u>	<u>0'</u>	<u>N/A</u>

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(c)

No property zoned for nonresidential use may have more than one ground sign that is oriented towards travelers along the same street.

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Sec. 21-82. - ~~Wayfinding signage.~~ Directional Signs

(a)

Location. ~~Wayfinding~~ Directional signs shall not be affixed or otherwise attached to trees, traffic signals, benches, street signs, or fencing, and shall be subject to the following regulations:

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(1)

Signs must allow for a minimum five-foot-wide clear pedestrian pathway to and from all building entrances and exits.

(2)

Signs for courtyard entries shall be limited to one sign for all businesses located within the courtyard, utilizing the same common entry. Signs shall be located within ten feet of the courtyard entrance.

(b)

Size. ~~Wayfinding~~ Directional signs shall be a maximum of 16 square feet in area and ten feet in height.

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(c)

Design. Wayfinding Directional signs shall have a compatible design, be constructed of durable materials with a substantial base and landscape plantings, and colors that complement the existing allowable signage for the center subject to the approval of the director or his designee.

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(d)

Miscellaneous.

(1)

Signs shall not be internally illuminated;

(2)

A sign permit is required for the wayfinding directional package for a mixed-use development.

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Sec. 21-83 Temporary Construction Signs

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Temporary Signage During Construction: Temporary signage during construction shall be permitted as follows:

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(1)

In R-100 through R-5 and RNC zoning districts. Unilluminated signs are permitted in single-family, two-family, and multi-family-housing districts provided they are placed no earlier than the start of construction and removed within 30 days of issuance of a certificate of occupancy. Such signs shall be limited to one sign per dwelling not to exceed six square feet per contractor or subcontractor.

(2)

All other zoning districts: In all other zoning districts, unilluminated signs are permitted provided they are placed no earlier than the start of construction and removed whenever a certificate of occupancy issued. Such signs shall be limited to one sign per job site not to exceed 16 square feet per contractor and six square feet per subcontractor.

(3)

A temporary construction fence around an active construction site may be decorated with colors, graphics, symbols, writing, or other visual presentations. A temporary construction fence is permitted only if it is placed no earlier than the start of construction and removed whenever a certificate of occupancy is issued.

Sec. 21-84 Temporary Signs

Temporary Sign Permit Required. The following temporary signs are permitted following issuance of a temporary sign permit.

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1.

Promotional Signs. A temporary sign or attention getting device used to advertise a temporary special event.

a.

Air- or gas-filled balloons or other devices that have a capacity for air or gas that does not exceed 3 cubic feet.

b.

Flags, signs, pennants, streamers and banners, a maximum size of 32 square feet, except official government flags.

c.

Promotional signs can be used for a period not exceeding 10 consecutive days.

d.

No temporary sign permit for a promotional sign will be issued for the same premises more than 80 days per year.

e.

No business will be issued a promotional sign for more than one sign or device per street frontage to be located on the premises at any one time. Each individual establishment within a multi-tenant center is considered to have one street frontage.

f.

No sign can be located within the public right-of-way.

2.

Yard/Garage Sale Sign. A temporary sign used to advertise a yard/garage sale.

a.

No sign can be located within the public right-of-way.

b.

Signs must be on private property with the property owner's consent.

c.

No sign is allowed on a telephone pole, tree or traffic sign.

d.

The maximum size of a sign is 4 square feet per sign.

e.

Signs are permitted 2 days prior to sale and must be removed the day after the sale.

f.

The temporary sign permit must be displayed upon the request of any municipal officer or citizen requesting identification or proof of permission for the yard/garage sale.

g.

A maximum of 6 signs per yard/garage sale are allowed.

h.

The temporary sign permit is valid only for family use and may not exceed 3 per year.

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3.

Grand Opening Signs. A temporary sign used to advertise a grand opening or final closing sale.

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a.

On-premises temporary signs relating to the initial opening or final closing of a business or service are allowed, provided each sign does not exceed 32 square feet each and is not located in the public right-of-way.

b.

The Director of Planning & Zoning can approve signs for a maximum period of 2 weeks for initial opening signs and 4 weeks for final closing signs, after which all signs must be removed.

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5.

Off-Site Real Estate Directional Signs. A temporary sign erected by the owner, or their agent, conveying the route to real property, but not located on the property itself.

a.

Signs are allowed for a maximum period of 2 consecutive days in any one week.

b.

A maximum of 3 signs per house/lot are allowed.

c.

Signs must be located within 2 miles of the property to which they refer, as measured along existing streets.

d.

No sign can be located within the public right-of-way.

e.

Signs cannot exceed a maximum area of 4 square feet per sign.

f.

Not more than 1 sign is allowed at any "T" intersection and no more than 2 signs are allowed at any 4-way intersection.

g.

Signs cannot have any balloons, streamers, and pennants attached to them.

h.

Such signs cannot be illuminated.

i.

Signs can only be placed on property with the owner's express written permission.

6.

On-Site Real Estate Signs. A temporary sign erected by the owner, or their agent, advertising the real property upon which the sign is located for rent, lease, or for sale.

a.

Single-Family Residential District.

i.

Only one sign is permitted per lot or home for sale.

ii.

The sign cannot be illuminated.

iii.

The sign cannot exceed 6 square feet in area.

iv.

Signs must be removed within 10 days after the lot or building is leased, or sold.

b.

All Other Districts.

i.

Only 1 sign is permitted per parcel for sale or lease, except that corner lots may have 1 sign per frontage, separated by not less than 50 feet.

ii.

Once the building is occupied, no on-site real estate signs are allowed on the ground; they must be located on a panel on an existing monument sign or placed in the window of an empty tenant space.

iii.

The sign cannot be illuminated.

iv.

Each sign cannot exceed 32 square feet in area and 10 feet in height.

v.

Signs must be removed within 10 days after the lot or building is leased, or sold.

vi.

Signs cannot be located within the public right-of-way

7. Temporary Signs Not Requiring a Permit. The following temporary signs are allowed without the issuance of a temporary sign permit, provided they meet the specified standards below.

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1.

Political Signs. A sign identifying or urging voter support for a particular election issue, political party, or candidate for public office. A political sign cannot exceed 32 square feet in area and 8 feet in height. Sign must removed the day after election.

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2.

Civic or Educational Institutions. Temporary signs not exceeding 4 feet in area pertaining to drives or events of civic, philanthropic, educational, religious organizations are

allowed, provided signs are posted not more than 2 days before the event and removed the day after the event.

Section 21-85 Signs Not Requiring a Permit

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Supplemental Information

REZONING, SPECIAL LAND USE, COMPREHENSIVE LAND USE CHANGE ZONING CALENDAR FOR 2023

MEETS EVERY 1ST TUESDAY OF THE MONTH

Meeting starts at 6:00p in the City Council Chambers

3120 Stonecrest Boulevard, Stonecrest, GA 30038

PRE-APPLICATION MTG DEADLINE	SUBMITTAL DEADLINE	COMMUNITY PLANNING INFORMATION MEETING	PLANNING COMMISSION MEETING	CITY COUNCIL MEETING
10/18/2022	11/1/2022	12/8/2022	1/3/2023	2/27/2023
11/15/2022	12/6/2022	1/19/2023	2/7/2023	3/27/2023
12/20/2022	1/3/2023	02/9/2023	3/7/2023	4/24/2023
01/17/2023	02/02/2023	03/9/2023	4/4/2023	05/22/2023
02/14/2023	03/02/2023	04/13/2023	05/02/2023	06/26/2023
03/21/2023	04/04/2023	05/11/2023	06/06/2023	07/24/2023
04/18/2023	05/02/2023	06/08/2023	*TBA	08/28/2023
05/16/2023	06/06/2023	07/13/2023	08/01/2023	09/25/2023
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06/20/2023	*07/11/2023	08/10/2023	09/05/2023	10/23/2023
07/18/2023	08/02/2023	09/14/2023	10/03/2023	11/27/2023
08/15/2023	09/05/2023	10/12/2023	11/07/2023	TBD
09/19/2023	10/03/2023	11/09/2023	12/05/2023	TBD
10/17/2023	11/07/2023	12/14/2023	01/02/2024	TBD
11/21/2023	12/05/2023	01/11/2024	02/06/2024	TBD

Planning-zoning@stonecrestga.gov