

GARVIS L. SAMS, JR.
JOEL L. LARKIN
PARKS F. HUFF

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP
SUITE 100
376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

770•422•7016
TELEPHONE
770•426•6583
FACSIMILE

March 10, 2021

VIA E-MAIL: sedwards@cityofpowdersprings.org

Ms. Shauna Wilson-Edwards
Zoning Administrator
City of Powder Springs
4488 Pineview Drive
Powder Springs, 30127

Re: Application of Smith Douglas Homes to Rezone a 4.3 ± Acre Tract from R-15 and MDR, to PUD-R, Land Lot 869, 19th District, 2nd Section, Powder Springs, Georgia

Application of Smith Douglas Homes to Rezone a 10.2 ± Acre Tract from R-20 and MDR, to PUD-R, Land Lots 869 and 870, 19th District, 2nd Section, Powder Springs, Georgia

Dear Ms. Wilson-Edwards:

Attached is a revised page from each of the above-described applications adding a variance to allow alternative compliance with the 50% brick or stone rule. Smith-Douglas Homes does not want to waive this requirement or the design requirement for articulation for the townhomes. These design requirements are designed to create both a quality product and architectural interest. Smith Douglas Homes proposes specific architecture and design elements to meet these goals but in a different manner. For example, the requirement that each townhome is staggered is required so each building does not have a flat uniform look. As the townhome product submitted with the application shows, Smith Douglas product is not flat or uniform. Each unit has distinct architecture and the front facades have articulation between each floor with different windows, roof pitches and dormer elements. The elements are further differentiated by having different building material on each unit and between each floor with the use of brick, stone, shake and lap board siding.

Similarly, the requirement for 50% brick is designed to ensure a quality product is built. Smith Douglas achieves this goal by providing homes with many different materials. All board siding is cementitious siding for ease of maintenance and longevity. To achieve 50% brick or stone siding it ties the hand of the architect in unintended ways. For example, on the side of a house to achieve 50% brick, the brick must go above any side windows which then creates an awkward brick height. There is a similar situation for the front elevation, especially if garage



VIA E-MAIL: sedwards@cityofpowdersprings.org

March 10, 2021

Page 2

doors and windows are not counted towards the 50%. This could lead to going with 100% brick facades but that can be monotonous if all the homes are 100% brick. This is especially true because the design element that is popular now is a farmhouse look using different lighter colored siding material. Brick and stone can look heavy and can create issues when coupled with dormer windows or other design elements that are designed for other materials. Based upon the foregoing, Smith Douglas Homes proposes approving specific house plans that will create attractive homes and flexibility for buyers to choose their own home style. Elements such as water tables and other elements will ensure an attractive overall appearance. As mentioned in the beginning of the letter, Smith Douglas Homes proposes to meet the goals of these two provisions with alternative measures and is open to a discussion on how best to achieve the mutual goal of attractive homes that are long lasting and will home their value.

Please do not hesitate to contact me should you have any questions regarding this application.

Sincerely,

SAMS, LARKIN & HUFF, LLP

Parks F. Huff

phuff@samslarkinhuff.com

PFH/jcc

Attachments



**city of
powder springs**
Rezoning Request
Notice of Intent

Applicant Information

Name Smith Douglas Homes	Phone (770) 422-7016
Mailing Address 110 Village Trail Suite 110, Woodstock, GA 30188	Email phuff@samslarkinbuff.com; jshank@smithdouglas.com

Notice of Intent

PART I. Please indicate the purpose of this application :

Smith Douglas proposes a neighborhood of 34 townhomes.

PART II. Please list all requested variances:

The code requires townhomes to have each unit staggered. The applicant requests to stagger each building, not each unit. Section 4-120 (e).

Amend 2-15 (h) to allow the approval of the attached renderings in lieu of 50% brick or stone.

Part III. Existing use of subject property:

Undeveloped

Part IV. Proposed use of subject property:

34 townhomes.

Part V. Other Pertinent Information (List or attach additional information if needed):

Applicant Signature

	Parks F. Huff, Attorney for Applicant	January 26, 2021
Signature of Applicant	Printed Name	Date



**city of
powder springs**
Rezoning Request
Notice of Intent

Applicant Information

Name Smith Douglas Homes	Phone (770) 422-7016
Mailing Address 110 Village Trail Suite 110, Woodstock, GA 30188	Email phuff@samslarkinuff.com; jshank@smithdouglas.com

Notice of Intent

PART I. Please indicate the purpose of this application :

A portion of the property was already zoned for 24 townhomes and is zoned MDR. The applicant is adding two addition properties create a larger development with a combination 35 single family homes and 28 townhomes.

PART II. Please list all requested variances:

The code requires townhomes to have each unit staggered. The applicant requests to stagger each building, not each unit. Section 4-120 UDC

Approve specific architecture as an alternative to 50% brick. Sec 2-15 (h)

Part III. Existing use of subject property:

Undeveloped

Part IV. Proposed use of subject property:

35 single family homes and 28 townhomes.

Part V. Other Pertinent Information (List or attach additional information if needed):

Applicant Signature

	<u>Parks Huff</u>	<u>1/20/2021</u>
Signature of Applicant	Printed Name	Date



**city of
powder springs**
Rezoning Request
Application Form

Applicant Information

Name Smith Douglas Homes	Phone (770) 422-7016
Mailing Address 110 Village Trail Suite 110, Woodstock, GA 30188	Email phuff@samlarkinbuff.com; jshank@smithdouglas.com

Rezoning Request Property Information

Address Hopkins Road	Parcel ID / Lot# 19-086900-35-0	Acreage ± 4.3 acres
Present Zoning R-20	Proposed Zoning PUD-R	
Source of Water Supply Cobb	Source of Sewage Disposal Cobb	
Proposed Use Peak Hour Trips Generated 7 am-8 am 5 pm-6 pm	Source	


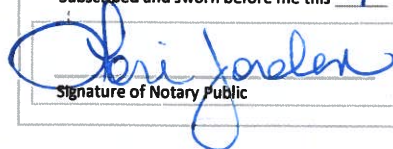
Additional Information, If Applicable

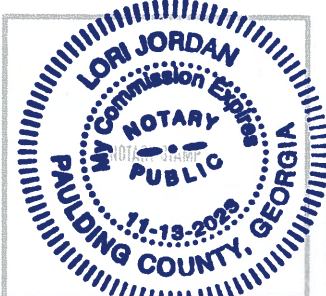
* data taken from Cobb County School District Enrollment Projection Study Annual Update May 2019

Elementary School and School's Capacity Compton Elementary 925	Middle School and School's Capacity Tapp Middle 1,137
High School and School's Capacity McEachern High School 2,362	

Notary Attestation

Executed in Marietta (City), Ga (State).

	Printed Name Parks F. Huff, Attorney for Applicant	Date 2/4/2021
Subscribed and sworn before me this <u>4</u> day of <u>Feb</u> month, 20 <u>21</u>		
	Name of Notary Public Lori Jordan	My Commission Expires 11/3/2023



For Official Use Only

PZ #	
Planning Commission Hearing	City Council Hearing
Withdrawal Date	Reason for Withdrawal



**city of
powder springs**

Rezoning Request

Notice of Intent

Applicant Information

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Mailing Address 110 Village Trail Suite 110, Woodstock, GA 30188	Email phuff@samlarkinhuff.com; jshank@smithdouglas.com

Notice of Intent

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Part IV. Proposed use of subject property:

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Part V. Other Pertinent Information (List or attach additional information if needed):

Applicant Signature

	Parks F. Huff, Attorney for Applicant	January 26, 2021
Signature of Applicant	Printed Name	Date



city of powder springs

Rezoning Request

Applicant's Written Analysis

Applicant Information

Name Smith Douglas Homes	Phone (770) 422-7016
Mailing Address 110 Village Trail Suite 110, Woodstock, GA 30188	Email phuff@samslarkinbuff.com; jshank@smithdouglas.com

Written Analysis In details please address these Rezoning Criteria:

Whether the proposed zoning district and uses within that district are compatible with the purpose and intent of the comprehensive plan. The future development map and the future land use plan map of the city's comprehensive plan shall be used in decision making relative to amendments to the official zoning map.

The property is a transition property containing both a Neighborhood Activity Center and LDR. The transition between the two categories makes the proposed density and use appropriate.

Whether the proposed zoning district and uses permitted within that district are suitable in view of the zoning and development of adjacent and nearby property.

The area is developed with a combination of LDR, MDR an assisted living facility and older commercial at the corner of Hopkins Road.

Whether the existing use or usability of adjacent or nearby property will be adversely affected by one or more uses permitted in the requested zoning district.

The proposed use will have a positive impact on existing development. It will create housing close to trails, downtown and work opportunities. It will create the appropriate transition from the commercial corner to the residential further down Hopkins Road

Whether there are substantial reasons why the property cannot or should not be used as currently zoned;

As zoned, the property has little utility. The lower density allowed under the current zoning would not support the cost of developing the land.

Whether public facilities such as roads, schools, water and sewer utilities, and police and fire protection will be adequate to serve the proposed zoning district and uses permitted.

The existing public infrastructure can support the proposed development. The proposal puts residents close to downtown and in close proximity to trails and other activities.


Whether the proposed zoning district and uses permitted within that zoning district are supported by new or changing conditions not anticipated by the comprehensive plan or reflected in the existing zoning on the property or surrounding properties.

The city has a goal to build an active and vibrant downtown. This goal needs residents close by to built the synergy needed to support new businesses. The goal is to make a walkable district extending out Marietta Street.

Whether the proposed zoning district and uses permitted within that zoning district reflect a reasonable balance between the promotion of the public health, safety, morality or general welfare and the right to unrestricted use of property.

The proposed development is designed to support the goals for Powder Springs and especially for the downtown development.

Applicant Signature

	Parks F. Huff, Attorney for Applicant	1/20/2021
Signature of Applicant	Printed Name	Date



Rezoning Request

Campaign Contribution Disclosure

Applicant and Attorney Information

Applicant's Name Smith-Douglas Homes

Applicant's Address 110 Village Trail Suite 110, Woodstock, GA 30188

Applicant's Attorney Parks F. Huff

Attorney's Address 376 Powder Springs St., Suite 100
Marietta, GA 30064

Campaign Contribution Disclosure

The following information is provided in accordance with the Georgia Conflict of Interest in Zoning Actions Act, O.C.G.A. 36-67A-1 et seq.

The property that is the subject of the attached application is owned by:

- Individual(s)
 Corporation
 Partnership
 Limited Partnership
 Joint Venture

All persons, corporations, partners, limited partners, or joint ventures party to ownership of the property that is the subject of the attached application are listed below:

James Bresser

APPLICANT: Within the two years preceding the date of the attached application, the applicant has made campaign contributions or gifts aggregating \$250 or more to the Mayor, to members of the Powder Springs City Council, or to members of the Planning Commission, as follows:

Name of Official	Amount of Contribution or Gift	Date of Contribution or Gift

ATTORNEY: Within the two years preceding the date of the attached application, the attorney representing the applicant has made campaign contributions or gifts aggregating \$250 or more to the Mayor, to members of the Powder Springs City Council, or to members of the Planning Commission, as follows:

Name of Official	Amount of Contribution or Gift	Date of Contribution or Gift
Mayor Al Thurmond	\$500	08/19/2019
Patrick Bordelon	\$500	08/19/2019



city of powder springs

Rezoning Request

Owner's Authorization Form

Owner's Authorization

Applicant Name Smith-Douglas Homes

Applicant's Address 110 Village Trail Woodstock, GA 30188

Property Address Hopkins Rd. SW Powder Springs, GA

Property PIN 19086900350

This is to certify that I am or We are or I am the Authorized Representative of a Corporation that is the owner of a majority interest in the subject property of the attached application. By execution of this form, this is to authorize the person names as "applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following:

Check all that apply:

Rezoning <input checked="" type="checkbox"/>	Special Use <input type="checkbox"/>	Hardship Variance <input type="checkbox"/>
Special Exception <input type="checkbox"/>	Flood Protection Variance <input type="checkbox"/>	Appeal of Administrative Decision <input type="checkbox"/>

Signature of Property Owner(s)

James L. Bresser **Signature of Owner** James L. Bresser **Printed Name** 12-19-20 **Date**

State of GA, County of Cobb

This instrument was acknowledged before me this 19 day of Dec, month.

2020 by James L. Bresser name of signer Identification Presented: GA DL

Dixie Garner **Signature of Notary Public** Dixie Garner **Name of Notary Public** July 15, 2024 **My Commission Expires**



Signature of Owner _____ **Printed Name** _____ **Date** _____

State of _____, County of _____.

This instrument was acknowledged before me this _____ day of _____ month.

20 _____ by _____ name of signer Identification Presented: _____

Signature of Notary Public _____ **Name of Notary Public** _____ **My Commission Expires** _____



1100

STATE OF Georgia

COUNTY OF Cobb

DEED TO SECURE DEBT

THIS DEED TO SECURE DEBT, made this 16th day of October in the Year of Our Lord One Thousand Nine Hundred Ninety Two, between James L. Bressner

("Grantor") of the State of Georgia and County of Cobb, and Elizabeth H. Reece & M. R. Hendricks, C/O Elizabeth H. Reece (address below):

("Grantee") of the State of Georgia and County of Carroll, (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, the following described real property, hereinafter referred to as the "property," to wit: Grantees' Address: TRAIL
(2064 Old Draketown ~~Truss~~ Temple, Ga. 30179)

For legal description see Exhibit "A" attached hereto and made a part hereof by reference.

2917
GEORGIA DELINQUENT TAX PAID

212.00
OCT 29 1992
[Signature]
TAX COMMISSIONER
COBB COUNTY

[Signature]
COBB COUNTY CLERK

FILED AND RECORDED
92 OCT 29 PM 1:42

TO HAVE AND TO HOLD the property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple; and Grantor will warrant and forever defend the right and title to the property unto Grantee against the claims of all persons whomsoever, except as may be otherwise expressly stated herein.

This conveyance is made under the existing Code of the State of Georgia pertaining to conveyances to secure a debt, and is not a mortgage, and upon payment of the indebtedness secured hereby, this deed shall be cancelled and surrendered pursuant thereto. The indebtedness secured hereby, together with interest thereon, is evidenced by a promissory note (the "note") dated October 16, 1992, made by Grantor to the order of Grantee, in the principal amount of One Hundred Four Thousand and no/100 dollars

(\$ 104,000.00) DOLLARS, bearing interest as provided therein (the "note rate"), the terms and provisions of the note being incorporated herein by reference thereto. The final maturity date of the note is October 16, 2002. The indebtedness secured hereby includes any modification, extension or renewal of all or any part of the indebtedness evidenced by the note, together with other monetary obligations of Grantor set forth herein.

As further security for the payment of the indebtedness secured hereby, Grantor hereby sells, assigns, sets over and transfers to Grantee all of the rent which shall hereafter become due or be paid for the use of the property, reserving only the right to Grantor to collect the rent so long as there is no default in the obligations of Grantor under this deed or in payment of the indebtedness secured hereby. In the event of such default, Grantee may enter upon the property and collect the rent therefrom and Grantee is hereby constituted and appointed as Grantor's agent and attorney-in-fact to collect such rent by any appropriate proceedings, and Grantee may direct tenants of the property, as agent for Grantor, to pay rent to Grantee. Grantee shall be authorized to deduct and pay from rent so collected, if any, actual costs of collection including reasonable attorneys fees plus reasonable real estate commission or fees to a rental or real estate agent or agents, the net amount of such rent following such deductions, however, to be applied toward payment, or reimbursement to Grantee for payment, of the indebtedness secured hereby, the application thereof to be toward portions of the indebtedness designated by Grantee in Grantee's discretion.

Grantor hereby covenants, for so long as the indebtedness secured hereby, or any part thereof, shall remain unpaid, to keep the property in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy or remove any permanent structure now or hereafter existing thereon or make any alteration thereto which would constitute a structural change without the express prior written consent of Grantee; to pay all real property ad valorem taxes and assessments that may be liens upon the property, as they become due; and to keep the property and improvements thereon insured by an insurance company or companies acceptable to Grantee against loss by fire or other hazards, plus general public liability insurance, as may, from time to time, be required by Grantee in amounts of no less than shall be designated by Grantee, with loss, if any, payable to Grantee, and shall deliver the policies of insurance to Grantee; and that any such tax, assessment or premium of insurance not paid when due by Grantor, may be paid by Grantee and any amount so paid shall bear interest from the time of payment at the note rate, and shall, with such interest, be covered by the security of this deed. Should Grantee receive any money for damages covered by such insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either in full or in part, to Grantor to enable Grantor to repair or replace improvements, or for any other purpose, without affecting the lien and priority of this deed for the full amount secured hereby before such damage or such payment occurred.

Time being of the essence of this contract, Grantee shall have the right to accelerate the maturity of the indebtedness secured hereby, by declaring the entire indebtedness to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note, or upon failure of Grantor to perform any other obligation or to make any other payment required of Grantor by the terms of this deed.

In the event of default in the payment of the indebtedness secured hereby, either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the other obligations required of the Grantor by the terms of this deed, Grantee shall be entitled to have a receiver appointed for the property, in connection with or as part of any proceeding to foreclose this deed or to enforce any of its terms or the collection of all or any part of the indebtedness, and Grantor agrees to the appointment of such receiver without regard to the value of the property or to proof of insolvency or other statutory grounds, and hereby appoints Grantee as its attorney-in-fact with authority to consent for Grantor to the appointment of such receiver.

The title, interest, rights and powers granted herein by Grantor to Grantee, and in particular the power of sale herein granted, shall inure to the benefit of any party to whom or to which Grantee may assign the indebtedness secured hereby or convey the property, as well as to the heirs, successors, assigns and legal representatives of Grantee.

In case the indebtedness secured hereby or any part thereof shall not be paid when it becomes due by maturity in due course, or by reason of any other default as herein provided, Grantor hereby grants to Grantee the following irrevocable power of attorney: to sell all or any part of the property at auction, at the usual place for conducting sales at the Courthouse in the County where the property or any part thereof lies, in the State of Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the property or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of the property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar all equity of redemption of Grantor in and to the property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with interest thereon from date of payment at the note rate, together with all costs and expenses of sale and fifteen (15%) percent of the aggregate amount due for attorneys fees, shall pay any over-plus to Grantor as provided by law.

BK 6946 PG 0099

Grantor further covenants that in case of a sale as hereinabove provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of the indebtedness secured hereby as provided by law.

This deed is to be construed in all respects and enforced according to the laws of the State of Georgia.

EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED HEREIN, THIS DEED IS MADE, EXECUTED, SEALED AND DELIVERED BY GRANTOR AS A FIRST-IN-PRIORITY DEED TO SECURE DEBT ON THE PROPERTY. GRANTOR AND GRANTEE AGREE THAT GRANTEE SHALL BE SUBROGATED TO THE CLAIMS AND LIENS OF ALL PARTIES WHOSE CLAIMS OR LIENS AGAINST THE PROPERTY ARE DISCHARGED OR PAID WITH THE PROCEEDS OF THE LOAN SECURED HEREBY.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Thomas B. Kimber (SEAL)
Unofficial Witness

James L. Bresner (SEAL)
James L. Bresner

[Signature] (SEAL)
Notary Public

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

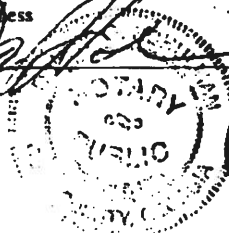
 N.P. SEAL

Exhibit "A"

JLB

All that tract or parcel of land lying and being in Land Lot 869 of the 19th District, 2nd Section, Cobb County, Georgia, being 4.27 acres, more or less, as per that survey for Jim L. Bressner, dated October 13, 1992, by George Willis Crusselle, GRLS # 1373, which survey is incorporated herein by reference, and more particularly described as follows:

Beginning at an iron pin set on the northerly right of way of Powder Springs Road (100' right of way), which point is located North 87 degrees 28 minutes 32 seconds East 200.00 feet from the intersection of the northerly right of way of Powder Springs Road with the easterly right of way of Hopkins Road (undisclosed right of way), as measured along the northerly right of way of Powder Springs Road; run thence North 00 degrees 31 minutes 18 seconds West 400.00 feet to an iron pin set; run thence South 87 degrees 28 minutes 23 seconds West 200.00 feet to an iron pin set on the easterly right of way of Hopkins Road; run thence along the easterly right of way of Hopkins Road North 00 degrees 13 minutes 19 seconds East 280.10 feet to a 3/4" crimped top pipe found on the easterly right of way of Hopkins Road; run thence North 89 degrees 53 minutes 08 seconds East 200.27 feet to a 1/2" open top pipe found; run thence North 89 degrees 58 minutes 16 seconds East 189.03 feet to a 1/2" rod found; run thence South 01 degree 07 minutes 48 seconds East 663.07 feet to a 1/2" rod found on the northerly right of way of Powder Springs Road; run thence along the northerly right of way of Powder Springs Road South 87 degrees 28 minutes 32 seconds West 200.21 feet to an iron pin set on the northerly right of way of Powder Springs Road and the point of beginning.

BK6946PG0101

WARRANTY DEED — STATE OF GEORGIA, COUNTY OF COBB

THIS INDENTURE made this 16th day of October in the Year of our Lord One Thousand Nine Hundred and Ninety Two, Between

Elizabeth H. Reece, also known as Nancy Elizabeth Curtis

and M.R. Hendricks a/k/a M. Ralph Hendricks

as Grantor, and

James L. Bressner

the Grantee.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural, and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE, the following described property:

For legal description see Exhibit "A" attached hereto and made a part hereof by reference.

130.00

Cobb County Georgia Real Estate Transfer Tax Paid 130.00 Date 10-29-92 by J. Bressner Clerk of Superior Court

COMPTROLLER OF THE COURT CLERK J.C. Spivey

92 OCT 29 PM 1:42

FILED AND RECORDED

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE, his heirs and assigns, forever, in Fee Simple.

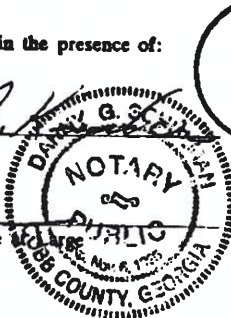
AND THE SAID GRANTOR, for himself, his heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property, unto the said GRANTEE, his heirs and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Thomas B. [Signature] Unofficial Witness

[Signature] Notary Public, Georgia, State



Elizabeth H. Reece (Seal)

M.R. Hendricks (Seal)

(Seal)

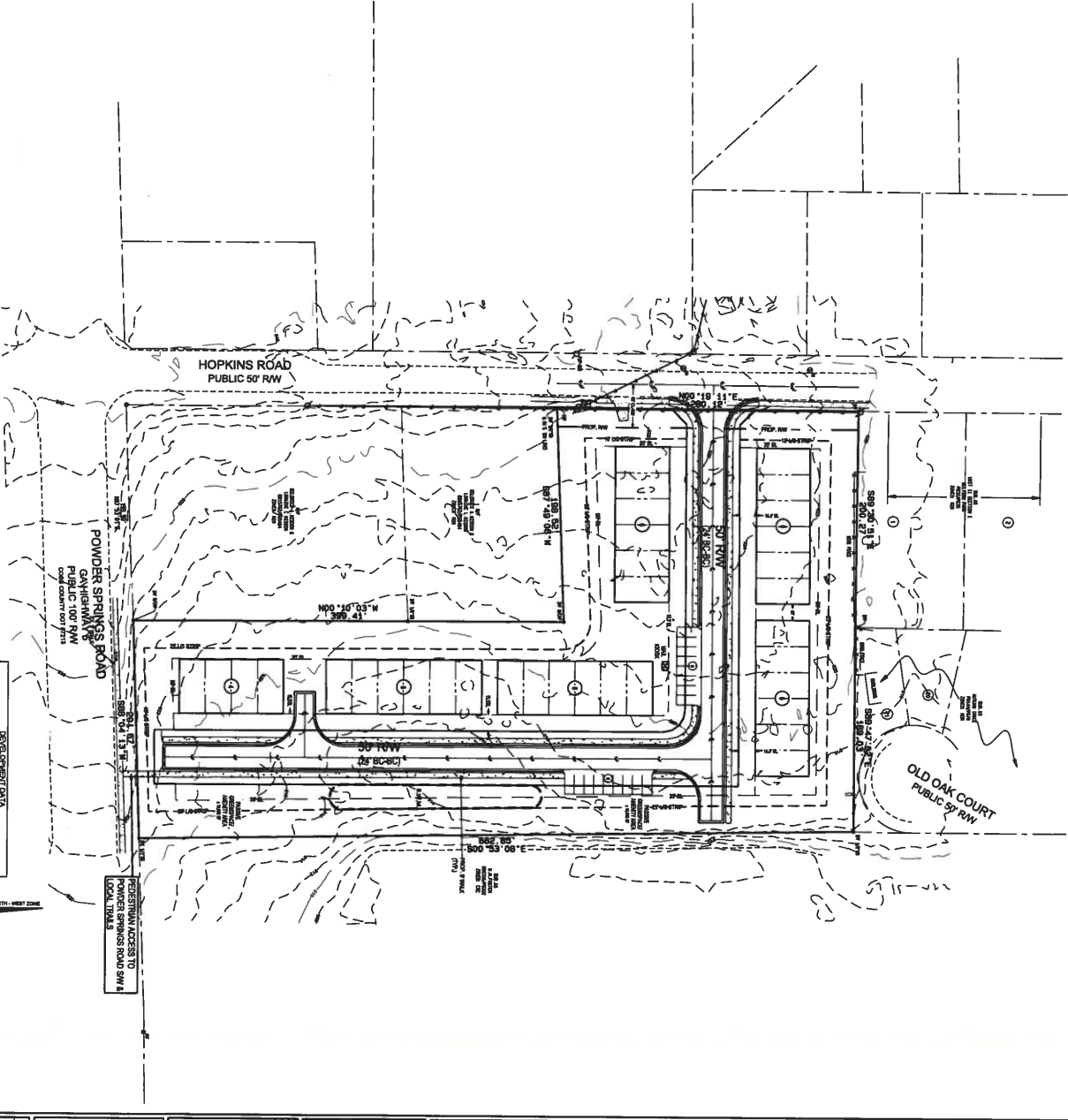
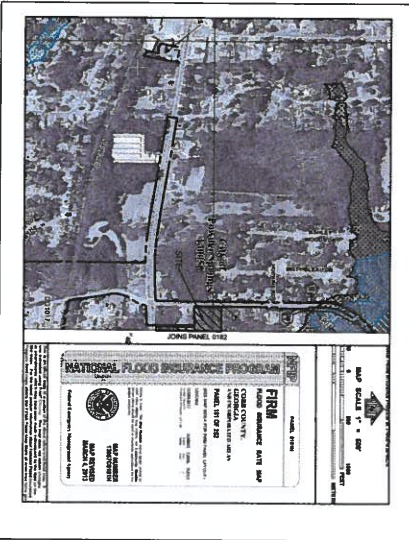
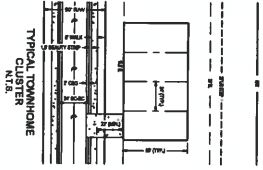
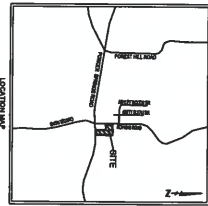
Exhibit "A"

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*ENW
MRA*

BK6946PG0097



QUESTIONS/REQUIREMENTS
 REFERENCED BY SPECIFICATIONS - AS APPLICABLE
 OR OTHERWISE INDICATED BY SYMBOLS

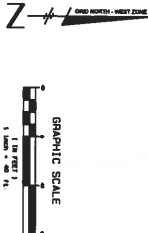
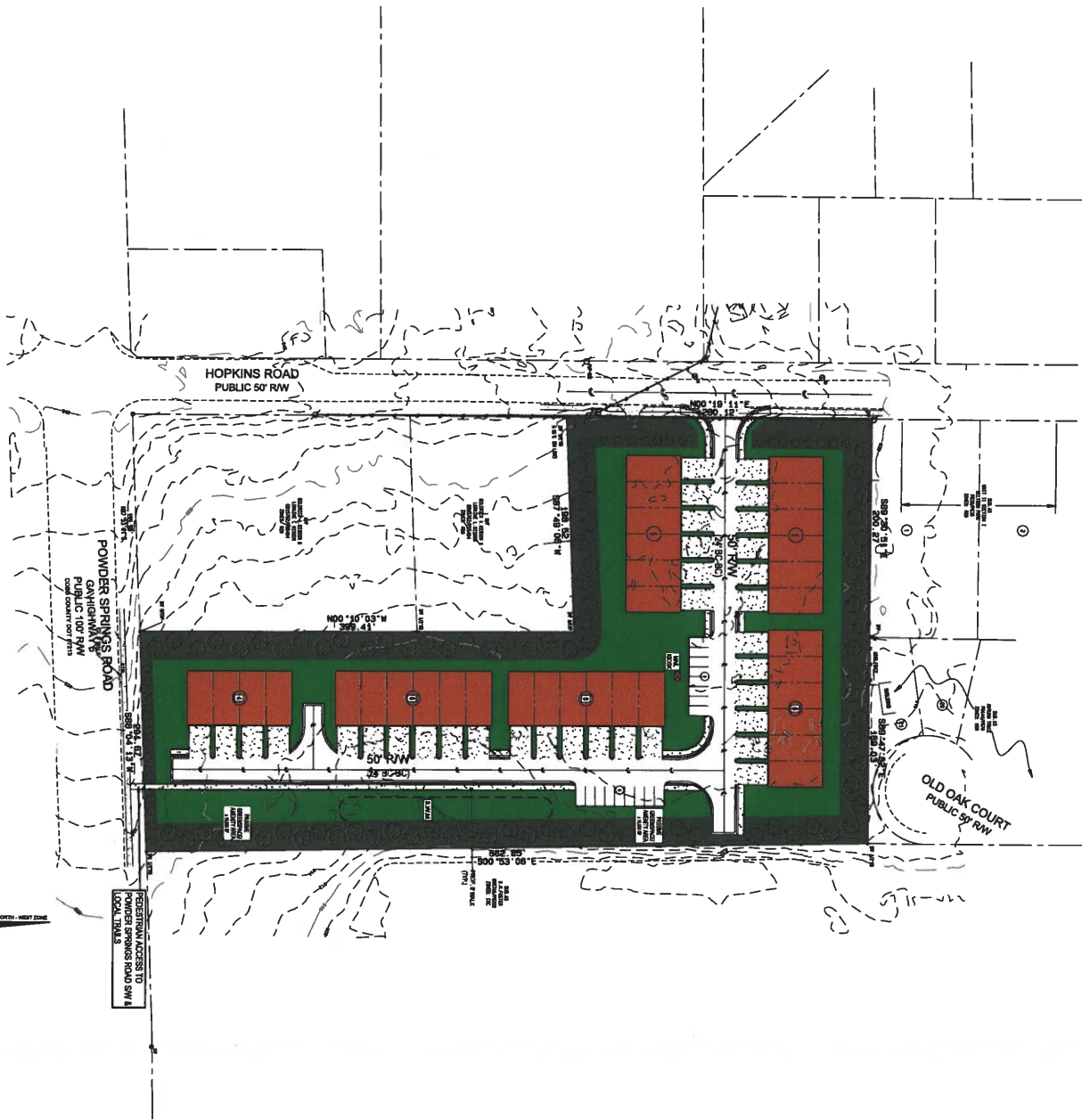
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 CONTRACTS: 2.1.4.0
 PERMITS/CONTRACTS: 2.1.4.0
 PERMITS/CONTRACTS: 2.1.4.0
 PERMITS/CONTRACTS: 2.1.4.0



W&B
 WATSON & BROWN
 CIVIL ENGINEERS & ARCHITECTS
 1000 W. WALKER BLVD., SUITE 200
 POWDER SPRINGS, GA 30127
 PHONE: 770-488-3434
 FAX: 770-488-3435
 LICENSE: 27000

PROPOSED
 ZONING EXHIBIT
 FOR
 POWDER SPRINGS ROAD
 AT HOPKINS ROAD
 LAND LOT 868 - DISTRICT 19TH - 2ND SECTION
 CITY OF POWDER SPRINGS,
 COBB COUNTY, GEORGIA

ZONING EXHIBIT
 FOR
POWDER SPRINGS ROAD
AT HOPKINS ROAD
 LAND LOT 868 - DISTRICT 19TH - 2ND SECTION
 CITY OF POWDER SPRINGS,
 COBB COUNTY, GEORGIA



WALB

WALB ENGINEERING & ARCHITECTURE, INC.
 1000 W. BENTLEY AVENUE, SUITE 100
 KENNESAW, GEORGIA 30144
 PHONE: 770-426-1234
 FAX: 770-426-1235
 WWW.WALB.COM

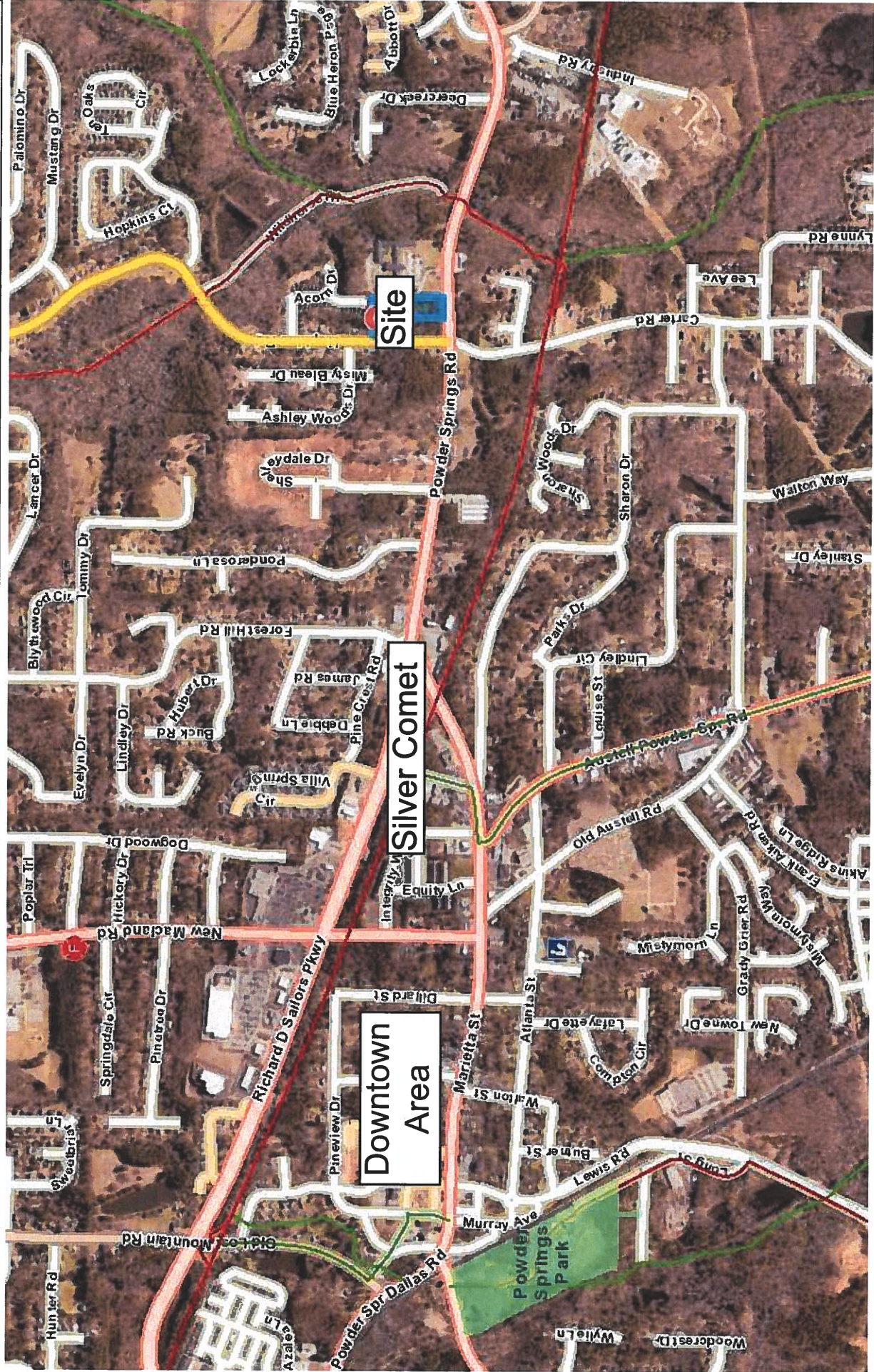
DATE: 11-14-11
 DRAWN BY: DMS
 CHECKED BY: JFT
 SCALE: AS SHOWN
 SHEET NUMBER: 2011002
 PROJECT NUMBER: 2011002

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

EXHIBIT
 FOR
POWDER SPRINGS ROAD
AT HOPKINS ROAD
 LAND LOT 869 - DISTRICT 19TH - 2ND SECTION
 CITY OF POWDER SPRINGS,
 COBB COUNTY, GEORGIA



Hopkins Road



3,009.3

1,504.66

3,009.3 Feet

Map Notes:

WGS_1984_Web_Mercator_Auxiliary_Sphere
 © Cobb County Georgia

1: 18,056



THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map is a user generated static output from an
 internet mapping service for reference only. Data
 layers that appear on this map may not be
 accurate, current, or otherwise reliable.

TO THE CITY OF POWDER SPRINGS
COBB COUNTY, GEORGIA

CONSTITUTIONAL CHALLENGE

COMES NOW SMITH DOUGLAS HOMES, hereinafter referred to as the
"Applicant", and asserts the following, to wit:

1.

By application to which this exhibit relates, the Applicant has applied for a rezoning of certain real property lying and being within the City of Powder Springs, Cobb County, Georgia, a more particular description and delineation of the subject property, hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Zoning of the property seeks a rezoning from the existing categories of MDR and R-15, as established by the governing authority of Powder Springs, Cobb County, Georgia to the zoning category of Planned Unit Development-Residential ("PUD-R").

3.

The current MDR & R-15 zoning classification(s) of the properties and all intervening classifications between same are unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The zoning classification(s) MDR & R-15 and all intervening classifications between same as they presently exist violate the Applicant's right to the unfettered use of the property in that the existing zoning classification does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The City of Powder Springs' Unified Development Code is further unconstitutional in that the procedures contained therein pertaining to the public hearings held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

Respectfully submitted, this the 26th day of January, 2021.

SAMS, LARKIN & HUFF, LLP

By: 

PARKS F. HUFF
Attorney for Applicant
Ga. Bar No. 375010

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COBB COUNTY, GEORGIA

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