

**APPLICATION FOR ZONING AMENDMENT  
TO THE CITY OF SMYRNA**

*Please Type or Print Clearly*

(To be completed by City)

Ward: 7

Application No: Z19-001

Hearing Date: 1/22/19

**APPLICANT:** Taylor Morrison of Georgia, LLC

Name: Brandon Richardson  
(Representative's name, printed)

Address: 4400 North Point Parkway Suite 295 Alpharetta GA 30022

Business Phone: 678-449-6388 Cell Phone: 678-449-6388 Fax Number: \_\_\_\_\_

E-Mail Address: BRichardson@Taylormorrison.com

Signature of Representative: 


**TITLEHOLDER:**

Name: Taylor Morrison of Georgia, LLC  
(Titleholder's name, printed)

Address: 4400 North Point Parkway Suite 295 Alpharetta GA 30022

Business Phone: 678-449-6388 Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address: BRichardson@Taylormorrison.com

Signature of Titleholder:   
(Attach additional signatures, if needed)

(To be completed by City)

Received: 12/14/18

Heard by P&Z Board: N/A

P&Z Recommendation: N/A

Advertised: 1/4/19 - MDJ

Posted: 12/28/18

Approved/Denied: \_\_\_\_\_

**ZONING:**

RM-12

Present Zoning

**LAND USE:**

Townhomes

Present Land Use

For the Purpose of Townhomes

Size of Tract 17.77 Acres

Location Brookside Lake Manor (Neighborhood) Veterans Memorial Highway

(Street address is required. If not applicable, please provide nearest intersection, etc.)

Land Lot (s) 168 / 178

District 18th

We have investigated the site as to the existence of archaeological and/or architectural landmarks. I hereby certify that there are no x there are      such assets. If any, they are as follows:

N/A

**DESCRIPTION OF PROPOSED ZONING AMENDMENT:**

The applicant proposes a zoning amendment to the zoning stipulation letter associated with the project site (Zoning Petition Z-149 of 2006). The proposed ~~zoning amendment would waive the requirement that new development on the~~ site provide an attached, two-car garage with two driveway spaces per townhome unit (stipulation 5). This waiver would facilitate the development of ~~the proposed site plan, which features a mixture of townhomes with both one~~ and two-car garages, thereby creating a varied streetscape.

**CONTIGUOUS ZONING**

**North:** Cobb - RA-4

**East:** Smyrna - LI, GC, RAD Cobb - R-20

**South:** Cobb - LI

**West:** Cobb - LI

**CONTIGUOUS LAND USE**

**North:** Single-family detached homes

**East:** Townhomes, single-family detached homes, automobile-oriented uses

**South:** Wholesale Facility

**West:** Wholesale Facility

**INFRASTRUCTURE**

**WATER AND SEWER**

A letter from Scott Stokes, Director of Public Works Department is required stating that water is available and the supply is adequate for this project.

A letter from Scott Stokes, Director of Public Works Department is required stating that sewer is available and the capacity is adequate for this project.

- If it is Cobb County Water, Cobb County must then furnish these letters.

Comments:

All infrastructure installed. Development under vertical construction

Final Plat recorded 4/12/2017, 6/11/2018 (phase 1 and 2)

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**TRANSPORTATION**

Access to Property? \_\_\_\_\_

Primary access to the site consists of one entrance along Veterans Memorial Highway.

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Improvements proposed by developer? \_\_\_\_\_

The developer is not proposing any transportation improvements at this time, with the exception of a new crosswalk that will be provided across the aforementioned entrance to the site along Veterans memorial Highway.

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Comments:

All streets within the development have been constructed.

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**ZONING DISCLOSURE REPORT**

Has the applicant\* made, within two years immediately preceding the filing of this application for zoning amendment, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to the Mayor or any member of the City Council who will consider this application?

No

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If so, the applicant\* and the attorney representing the applicant\* must file a disclosure report with the Mayor and City Council of the City of Smyrna, within 10 days after this application is filed.

**Please supply the following information, which will be considered as the required disclosure:**

The name of the Mayor or member of the City Council to whom the campaign contribution or gift was made:

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The dollar amount of each campaign contribution made by the applicant\* to the Mayor or any member of the City Council during the two years immediately preceding the filing of this application, and the date of each such contribution:

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**N/A**

An enumeration and description of each gift having a value of \$250 or more by the applicant\* to the Mayor and any member of the City Council during the two years immediately preceding the filing of this application:

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Does the Mayor or any member of the City Council have a property interest (direct or indirect ownership including any percentage of ownership less than total) in the subject property?

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If so, describe the nature and extent of such interest: \_\_\_\_\_

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**ZONING DISCLOSURE REPORT (CONTINUED)**

Does the Mayor or any member of the City Council have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is 10% or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

If so, describe the nature and extent of such interest:

Does the Mayor or any member of the City Council have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

**N/A**

If so, describe the relationship and the nature and extent of such interest:

If the answer to any of the above is "Yes", then the Mayor or the member of the City Council must immediately disclose the nature and extent of such interest, in writing, to the Mayor and City Council of the City of Smyrna. A copy should be filed with this application\*\*. Such disclosures shall be public record and available for public inspection any time during normal working hours.

We certify that the foregoing information is true and correct, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



(Applicant's Signature)

(Attorney's Signature, if applicable)

Notes

\* Applicant is defined as any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association or trust) applying for zoning action.

\*\* Copy to be filed with the City of Smyrna Zoning Department and City Clerk along with a copy of the zoning application including a copy of the legal description of the property.

**ZONING AMENDMENT ANALYSIS**

Section 1508 of the Smyrna Zoning Code details nine zoning review factors which must be evaluated by the Mayor and Council when considering a zoning amendment request. Please provide responses to the following using additional pages as necessary. **This section must be filled out by the applicant prior to submittal of the zoning amendment request.**

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Yes. The zoning proposal is an amendment to the stipulation letter (dated October 11, 2006) that was associated with the rezoning of the property that took place in 2006 (Z-149). The proposed amendment would not alter the use of the property (which has already been approved for, and developed as townhome units), but would waive stipulation 5, which requires that each new unit provide an attached, two-car garage.

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2. Whether the zoning proposal or the use proposed will adversely affect the existing use or usability of adjacent or nearby property.

No, the zoning proposal will not adversely affect the existing use or usability of nearby properties. The proposed amendment will result in a small architectural change (permitting both one- and two-car garages) to townhome units that are otherwise permitted by the RM-12 zoning of the site.

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3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The proposed amendment to the stipulations will not change the RM-12 zoning of the property, which already permits townhome units. The proposed zoning amendment will waive the requirement that each unit provide an attached, two-car garage, which will make the townhomes more accessible to a more diverse demographic of homeowners.

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**ZONING AMENDMENT ANALYSIS (CONTINUED)**

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

Existing streets, transportation facilities, utilities, and schools will not be affected by the proposed zoning amendment, as the proposed development is already permitted under the current zoning. The proposed amendment will remove the requirement for each townhome to provide a two-car garage, but each townhome will be built with a minimum one-car garage, and a two-car driveway. The proposed development will also include off-street parking, which would eliminate any additional parking burden created by guests.

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5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan.

The proposed zoning amendment is in conformity with the policy and intent of the land use plan. The proposed amendment will waive the requirement for a minimum garage size, but will not affect the development of townhomes that are otherwise permitted by the existing RM-12 zoning district.

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6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The property was rezoned to RM-12 in 2006 in accordance with the future land use plan. The property is currently being developed with townhome units, which are permitted as-of-right under the RM-12 zoning district. The proposed amendment is a minor revision to the stipulations that were approved with the rezoning in 2006, which will waive the requirement for each townhome to have an attached, two-car garage. This amendment will facilitate the development of a varied townhome community that is accessible to a variety of household types.

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**ZONING AMENDMENT ANALYSIS (CONTINUED)**

7. Whether the development of the property under the zoning proposal will conform to, be a detriment to or enhance the architectural standards, open space requirements and aesthetics of the general neighborhood, considering the current, historical and planned uses in the area.

The proposed amendment will alter a minor architectural stipulation of the previous rezoning. The architectural changes being proposed will not change the overall look or feel of the development, ~~as the townhomes affected will adhere to the aesthetic architectural requirements (i.e., materials) that were established by the 2006 rezoning.~~ The amendment will waive the requirement that each home have a two-car garage, which will create an attractive, varied streetscape that will enhance the overall development.

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8. Under any proposed zoning classification, whether the use proposed may create a nuisance or is incompatible with existing uses in the area.

The proposed zoning amendment will not change the existing RM-12 zoning or the uses permitted within that district. The development that is underway is compatible with the surrounding context and uses which primarily consist of townhome developments. The proposed amendment will waive an architectural stipulation that will not adversely affect surrounding developments.

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9. Whether due to the size of the proposed use, in either land area or building height, the proposed use would affect the adjoining property, general neighborhood and other uses in the area positively or negatively.

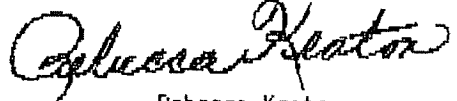
The townhome development is already permitted under the existing RM-12 zoning district. The proposed zoning amendment would reduce the minimum required garage size from two-car to one-car. Each townhome unit will have a two-car driveway, and guest parking will also be provided within the development, which will eliminate any spill-over concerns. Because of this, surrounding neighborhoods will be completely unaffected by this change.

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Deed Book 15443 Pg 275  
Filed and Recorded May-17-2017 04:09PM  
2017-0054976  
Real Estate Transfer Tax \$2,470.00  
0332017010935

  
Rebecca Keaton  
Clerk of Superior Court Cobb Cty. Ga.

The Abram Law Group, LLC  
1200 Ashwood Parkway, Suite 560  
Atlanta, GA 30338  
770/349-0120  
File #17-0112

### LIMITED WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF COBB

THIS INDENTURE made as of the 11<sup>th</sup> day of May, in the year two thousand and seventeen,  
between

**J&A CONSTRUCTION & HOMEBUILDERS, LLC**  
a Georgia limited liability company

as party or parties of the first part, hereinafter called Grantor, and

**TAYLOR MORRISON OF GEORGIA, LLC**  
a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey unto the said Grantee, the following described real property to-wit:

ALL THAT TRACT or parcel of land being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference for a complete legal description.

This conveyance is made subject to those matters shown on **Exhibit "B"** attached hereto.



TO HAVE AND TO HOLD the said bargained property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever IN FEE SIMPLE.

And the said Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons, claiming by, through, or under said Grantor.

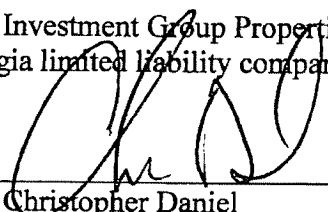
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

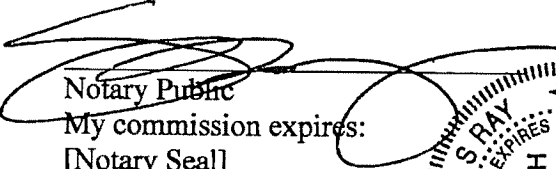
Signed, sealed and delivered  
in the presence of:

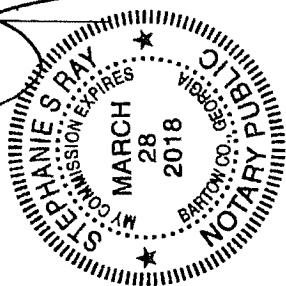
J&A Construction & Homebuilders, LLC  
a Georgia limited liability company  
by its Sole Member:

Daniel Investment Group Properties, LLC  
a Georgia limited liability company

  
\_\_\_\_\_  
Witness

BY:  (SEAL)  
Name: Christopher Daniel  
Title: Sole Member

  
Notary Public  
My commission expires:  
[Notary Seal]



**EXHIBIT "A"**

ALL THAT TRACT or parcel of land lying and being in Land Lot 178 of the 18<sup>th</sup> District, 2<sup>nd</sup> Section, City of Smyrna, Cobb County, Georgia, being **Lots 1 through 52, inclusive**, of Brookside Lake Manor Subdivision, Phase One, as per plat recorded in Plat Book 276, Pages 405, et. seq., Cobb County Records, said plat by this reference being incorporated herein and made a part hereof for a complete legal description.

*A*

**EXHIBIT "B"**

1. Taxes and assessments for the year 2017 and subsequent years, which are liens not yet due and payable.
2. All matters as shown on plat for Brookside Lake Manor Subdivision, Phase One, recorded in Plat Book 276, Pages 405, et. seq., Cobb County Records.
3. Easement from Brookside Development Company, Inc. to Georgia Power Company dated 06/07/1972, recorded in Deed Book 1373, Page 207.
4. Right of Way Easement from Brookside Development Company, Inc. to Southern Bell Telephone & Telegraph Company dated 06/27/1973, recorded in Deed Book 1442, Page 465, aforesaid records.
5. Underground Easement from Westside Bank to Georgia Power Company dated 12/29/2016, recorded in Deed Book 15416, Page 5695, aforesaid records.
6. Declaration of Protective Covenants, Conditions and Restrictions by J&A Construction & Homebuilders, LLC dated 05/\_\_\_/2017, to be recorded in aforesaid records.

*OK*

Deed Book 15561 Pg 6169  
Filed and Recorded Aug-08-2018 02:35pm  
2018-0102459  
Real Estate Transfer Tax \$2,416.80  
0332018018931

*Rebecca Keaton*  
Rebecca Keaton  
Clerk of Superior Court Cobb Cty. Ga.

2

The Abram Law Group, LLC  
1200 Ashwood Parkway, Suite 560  
Atlanta, GA 30338  
770/349-0120  
File #18-0293

**LIMITED WARRANTY DEED**

STATE OF GEORGIA,  
COUNTY OF COBB

THIS INDENTURE made as of the 26<sup>th</sup> day of July, in the year two thousand and eighteen,  
between

**J&A CONSTRUCTION & HOMEBUILDERS, LLC**  
a Georgia limited liability company

as party or parties of the first part, hereinafter called Grantor, and

**TAYLOR MORRISON OF GEORGIA, LLC**  
a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee, (the words "Grantor" and "Grantee" to  
include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00)  
AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of  
these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed,  
and by these presents, does grant, bargain, sell and convey unto the said Grantee, the following described  
real property to-wit:

ALL THAT TRACT or parcel of land being more particularly described on Exhibit "A"  
attached hereto and incorporated herein by reference for a complete legal description.

This conveyance is made subject to those matters shown on Exhibit "B" attached hereto.

*A*

TO HAVE AND TO HOLD the said bargained property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever IN FEE SIMPLE.

And the said Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons, claiming by, through, or under said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered  
in the presence of:

J&A Construction & Homebuilders, LLC  
a Georgia limited liability company  
by its Sole Member:

Daniel Investment Group Properties, LLC  
a Georgia limited liability company

BY: [Signature] (SEAL)  
Name: Christopher Daniel  
Title: Sole Member

[Signature]  
Witness  
[Signature]

Notary Public  
My commission expires:  
[Notary Seal]



**EXHIBIT "A"**

ALL THAT TRACT or parcel of land lying and being in Land Lot 178 of the 18<sup>th</sup> District, 2<sup>nd</sup> Section, City of Smyrna, Cobb County, Georgia, being Lots 53 through 68, inclusive, of Brookside Lake Manor Subdivision, Phase One, as per plat recorded in Plat Book 276, Pages 405, et. seq., Cobb County Records, said plat by this reference being incorporated herein and made a part hereof for a complete legal description.

AND

ALL THAT TRACT or parcel of land lying and being in Land Lots 168 and 178 of the 18<sup>th</sup> District, 2<sup>nd</sup> Section, City of Smyrna, Cobb County, Georgia, being Lots 69 through 89, inclusive, and Lots 145 through 155, inclusive, of Brookside Lake Manor Subdivision, Phase Two, as per plat recorded in Plat Book 277, Pages 451, et. seq., Cobb County Records, said plat by this reference being incorporated herein and made a part hereof for a complete legal description.



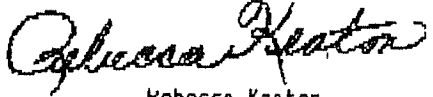



**EXHIBIT "B"**

1. Taxes and assessments for the year 2018 and subsequent years, which are liens not yet due and payable.
2. Deed to Secure Debt from J&A Construction & Homebuilders, LLC to Westside Bank dated 08/14/2017, recorded in Deed Book 15469, Page 9, Cobb County Records, in the original principal amount of \$2,550,000.00; UCC Financing Statement recorded in Deed Book 15469, Page 22, aforesaid records and UCC Financing Statement #033-2016-002002.
3. Declaration of Protective Covenants, Conditions, Restrictions and Easements with Assessments for Brookside Lake Manor by J&A Construcion & Homebuilders, LLC dated 05/11/2017, recorded in Deed Book 15443, Page 213, aforesaid records.
4. All matters as shown on plat for Brookside Lake Manor Subdivision, Phase One, recorded in Plat Book 276, Pages 405, et. seq., Cobb County Records and for Brookside Lake Manor Subdivision, Phase Two, recorded in Plat Book 277, Pages 453, et. seq., aforesaid records.
5. Easement from Brookside Development Company, Inc. to Georgia Power Company dated 06/07/1972, recorded in Deed Book 1373, Page 207.
6. Right of Way Easement from Brookside Development Company, Inc. to Southern Bell Telephone & Telegraph Company dated 06/27/1973, recorded in Deed Book 1442, Page 465, aforesaid records.
7. Underground Easement from Westside Bank to Georgia Power Company dated 12/29/2016, recorded in Deed Book 15416, Page 5695, aforesaid records.
8. Underground Easement from J&A Construction & Homebuilders, LLC to Georgia Power Company dated 03/16/2018, recorded in Deed Book 15532, Page 5644, aforesaid records.
9. Reservation of Easements contained in Limited Warranty Deed from Westside Bank to J&A Construction & Homebuilders, LLC dated 05/14/2017, recorded in Deed Book 15443, Page 210, aforesaid records.
10. Reservation of Easements contained in Limited Warranty Deed from J&A Construction & Homebuilders, LLC to Brookside Lake Manor Community Association, Inc. dated 05/11/2017, recorded in Deed Book 15443, Page 272, aforesaid records (Common Area for Phase One).



Deed Book 15561 Pg 6173  
Filed and Recorded Aug-08-2018 02:35pm  
2018-0102460  
Real Estate Transfer Tax \$0.00  
0332018018933

  
Rebecca Keaton  
Clerk of Superior Court Cobb Cty. Ga.

  
The Abram Law Group, LLC  
1200 Ashwood Parkway, Suite 560  
Atlanta, GA 30338  
770/349-0120  
File #18-0293

**LIMITED WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF COBB

THIS INDENTURE made as of the 26<sup>th</sup> day of July, in the year two thousand and eighteen,  
between

**J&A CONSTRUCTION & HOMEBUILDERS, LLC**  
a Georgia limited liability company


as party or parties of the first part, hereinafter called Grantor, and

**BROOKSIDE LAKE MANOR COMMUNITY ASSOCIATION, INC.**  
a Georgia corporation

as party or parties of the second part, hereinafter called Grantee, (the words "Grantor" and "Grantee" to  
include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00)  
AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of  
these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed,  
and by these presents, does grant, bargain, sell and convey unto the said Grantee, the following described  
real property to-wit:

ALL THAT TRACT or parcel of land being more particularly described on Exhibit "A"  
attached hereto and incorporated herein by reference for a complete legal description.



TO HAVE AND TO HOLD the said bargained property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever IN FEE SIMPLE.

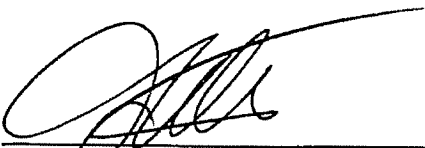
And the said Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons, claiming by, through, or under said Grantor.

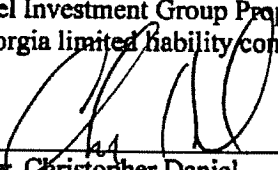
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.


Signed, sealed and delivered in the presence of:

J&A Construction & Homebuilders, LLC  
a Georgia limited liability company  
by its Sole Member:

Daniel Investment Group Properties, LLC  
a Georgia limited liability company

  
\_\_\_\_\_  
Witness

BY:  (SEAL)  
Name: Christopher Daniel  
Title: Sole Member

  
\_\_\_\_\_  
Notary Public  
My commission expires  
[Notary Seal]



**EXHIBIT "A"**

**ALL THAT TRACT or parcel of land lying and being in Land Lots 168 and 178 of the 18<sup>th</sup> District, 2<sup>nd</sup> Section, City of Smyrna, Cobb County, Georgia, being all of the property of Brookside Lake Manor Subdivision, Phase Two, as per plat recorded in Plat Book 277, Pages 451, et. seq., Cobb County Records, said plat by this reference being incorporated herein and made a part hereof for a complete legal description **LESS AND EXCEPT** all Lots shown on said plat.**

