

**STOCKBRIDGE
COMMUNITY ZONING
INFORMATION MEETING**

ADMINISTRATION

Ryan Anderson

Community Development Director

Vacant

Chief Planner

Linda Logan

Senior Planner, Secretary

Gordon Linton, Senior Planner

**Community Zoning
Information Meeting
Agenda
June 11, 2025 6:00 PM**



STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.stockbridgega.org

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COMMUNITY ZONING INFORMATION MEETING CITY OF STOCKBRIDGE

WEDNESDAY, JUNE 11, 2025 6:00 PM

- I. WELCOME**
- II. OVERVIEW OF THE ZONING PROCESS**
Overview of the Zoning Process--PowerPoint Slides
- III. ZONING CASE DISCUSSIONS**
ZONING MODIFICATION CASE #ZM-2025-01. (Property is located in Council District 5.)
Consideration of a request for a major zoning modification for Parcel #070-01022001 at the southwest corner of Highway 42 North and Tunis Road to provide for modifications to the zoning conditions comprising the Development Agreement for Rezoning Case #RZ-03-45-S. Purpose: To allow the development of a single-family detached residential subdivision. Property Owner: Henry Highway 42, LLC. Applicant: Shaker Reddy. The property is located in Land Lots 31 and 32 of District 7, and it contains 27.72 +/- acres.
- IV. OTHER BUSINESS**
- V. UPCOMING MEETINGS**
- VI. ADJOURNMENT**

OVERVIEW OF THE ZONING PROCESS

CITY OF STOCKBRIDGE

Community Development Department

OVERVIEW OF THE ZONING PROCESS—SLIDE #1

I. INITIAL ACTIONS BY THE PROPERTY OWNER OR DEVELOPER:

- A. Purchases a property or enters into a contract with the owner to purchase the property, pending zoning approval by the City of Stockbridge.
- B. Prepares a site plan for the proposed development project.
- C. Contacts the Planning & Zoning Staff to request a pre-application meeting, which is required before submitting zoning applications. The developer's proposal is discussed.
- D. Submits zoning applications to the City (after a pre-application meeting is held) to request various zoning actions to allow the proposed development.
 - ~ Applications include the application request, the survey of the property, the proposed site plan, various legal documents, a letter of intent, and a water/sewer availability letter.
 - ~ The applicant is usually the property owner or the developer.
 - ~ The applicant often hires an agent to handle the application process.
 - ~ An attorney often acts as the applicant or agent to represent the owner or developer.

OVERVIEW OF THE ZONING PROCESS—SLIDE #2

TYPES OF ZONING APPLICATIONS / CASES:

ANNEXATION – Allows a property in unincorporated Henry County to be brought into the Stockbridge City Limits.

COMPREHENSIVE PLAN AMENDMENT – Changes the “future land use designation” of the property from what the Future Land Use Map shows within the City’s Comprehensive Plan, to another future land use designation which 1) allows for the proposed types of use; 2) allows the requested zoning; and 3) allows the proposed residential density.

REZONING – Changes the base zoning of the property to allow for the proposed types of uses, and to disallow the uses under the existing zoning. Any overlay zoning district would not change.

VARIANCE – Allows the applicant to deviate from a required site design standard, such as a building setback requirement, or to be exempt from meeting a certain requirement.

SPECIAL USE PERMIT – Is required for special types of uses that are identified as being possibly allowed in a zoning district. Examples: churches, liquor stores, personal care homes, and gas stations.

ZONING MODIFICATION – Is required when a developer wants to deviate from what City Council approved for a rezoning case. Examples: building according to a completely different site plan (major modification) or seeking relief from a required zoning condition (minor zoning modification).

OVERVIEW OF THE ZONING PROCESS—SLIDE #3

II. ACTIONS BY THE CITY OF STOCKBRIDGE'S COMMUNITY DEVELOPMENT DEPARTMENT:

A. Conducts a pre-application meeting with the owner/applicant.

- ~ Includes the Planning & Zoning Staff, City Engineer, City Fire Marshall, and the City Building Official.
- ~ Purpose of meeting is to assess the merits of the proposed development and its compliance with applicable zoning and other regulations.

B. Processes incoming zoning applications by assessing their completeness and assigning case numbers.

C. Takes various actions to meet the legal advertising requirements.

- ~ Sends legal ads to the newspaper.
- ~ Lists zoning cases on agendas for upcoming public meetings.
- ~ Prepares a draft letter for applicants to mail to owners of neighboring properties within 500 feet.
- ~ For annexation cases, sends copies of all of the applications to Henry County officials for review.
- ~ Posts zoning signs on the property.

OVERVIEW OF THE ZONING PROCESS—SLIDE #4

D. Prepares a Staff Report:

- ~ **Assesses the merits of each zoning case.**
- ~ **Assesses the compliance with the Comprehensive Development Plan and Unified Development Code (UDC).**
- ~ **Makes recommendations, including zoning conditions of approval.**

E. Prepares a PowerPoint presentation for use in presenting each zoning case at public meetings.

OVERVIEW OF THE ZONING PROCESS—SLIDE #5

III. PUBLIC MEETINGS (All held in the Council Chamber at City Hall):

A. C.Z.I.M. Meeting (Community Zoning and Information Meeting)—This is an informal meeting to allow the public a chance to hear an overview of proposed zoning cases and to ask questions of the applicant/developer. No actions are taken at this meeting.

B. Planning Commission Meeting:

- ~ This is a public hearing that is conducted by the Stockbridge Planning Commission Board members.
- ~ Board members hear the staff's presentation of cases, allow the applicant to speak, hold a public hearing for citizens to speak, ask questions of the staff and developer, have a discussion, and vote to approve, approve with conditions, deny, or defer each case to another meeting.
- ~ Board members' votes become recommendations to City Council.

C. City Council Meeting:

- ~ Follows a similar format as Planning Commission meetings.
- ~ Council members' votes become final, and they become law.

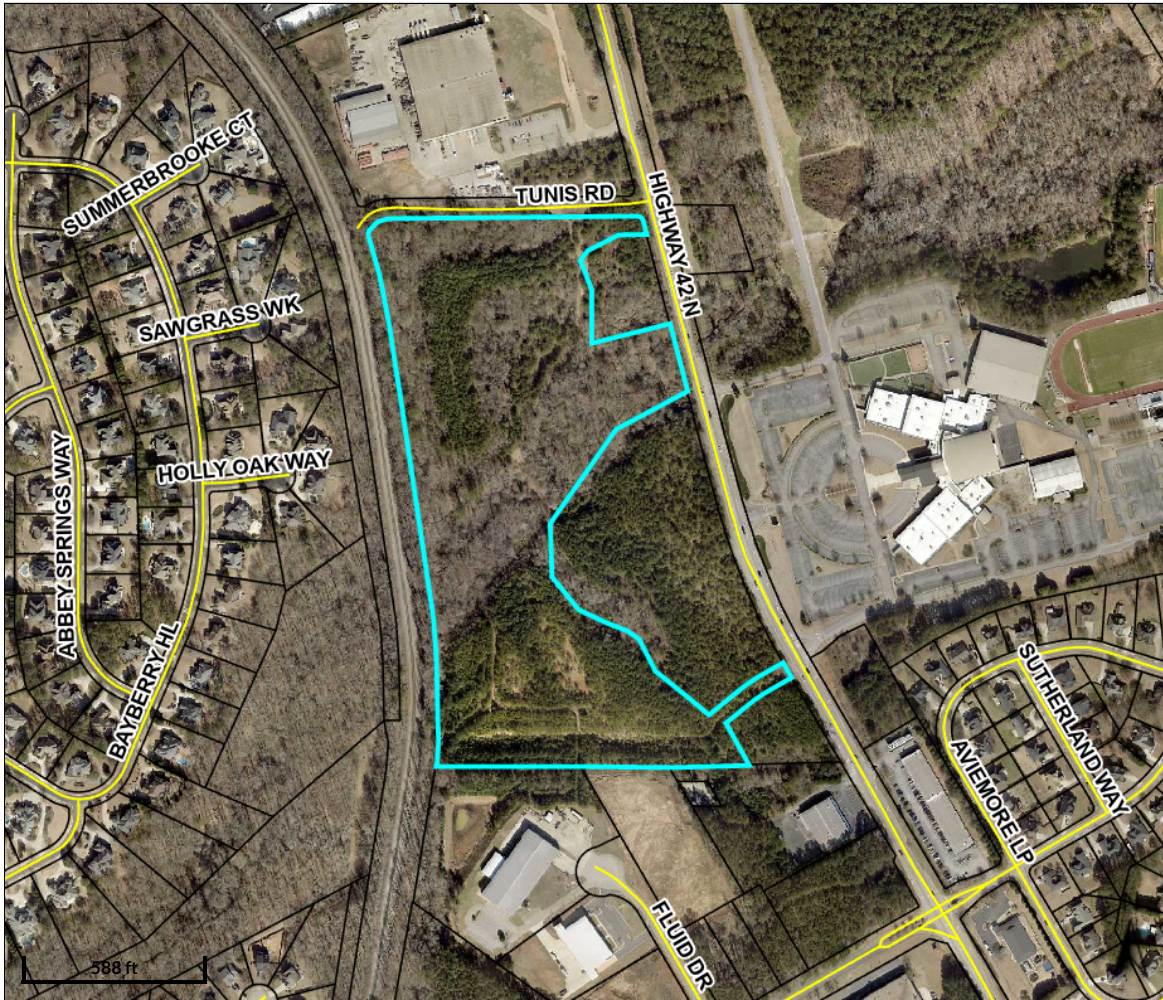
OVERVIEW OF THE ZONING PROCESS—SLIDE #6

IV. PERMITTING REVIEWS:

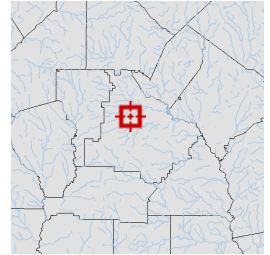
- A. Developer submits land disturbance and building permit applications to the Permitting Staff.
- B. Permit applications are reviewed by the Planning & Zoning Staff (and others) to ensure that all zoning requirements and all zoning conditions (if any) from approved zoning cases are met.
- C. When all requirements are met, permits are issued:
 - ~ Land Disturbance Permit—Allows the developer to clear the land, install streets and sidewalks, install utilities, and build amenities.
 - ~ Building Permit—Allows the developer to build each residential unit and each other type of building on the property.



Henry County, GA



Overview



Legend

- Parcels
- Roads

Parcel ID Property Address District	070-01022001	Class	Industrial	Owner	HENRY HIGHWAY	Land	\$1,194,200				
		Acreage	27.72	Address	42 LLC	Value:					
					3200	Building	\$0	Last 2 Sales			
	City/Stockbridge				PRESIDENTIAL DR	Value:		Date	Price	Reason	Qual
	SSD				ATLANTA, GA	Misc	\$0	8/31/2010	\$0	VH	U
					30340	Value:		5/8/2008	\$3,211,536	UE	U
						Total	\$1,196,400				
						Value:					

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

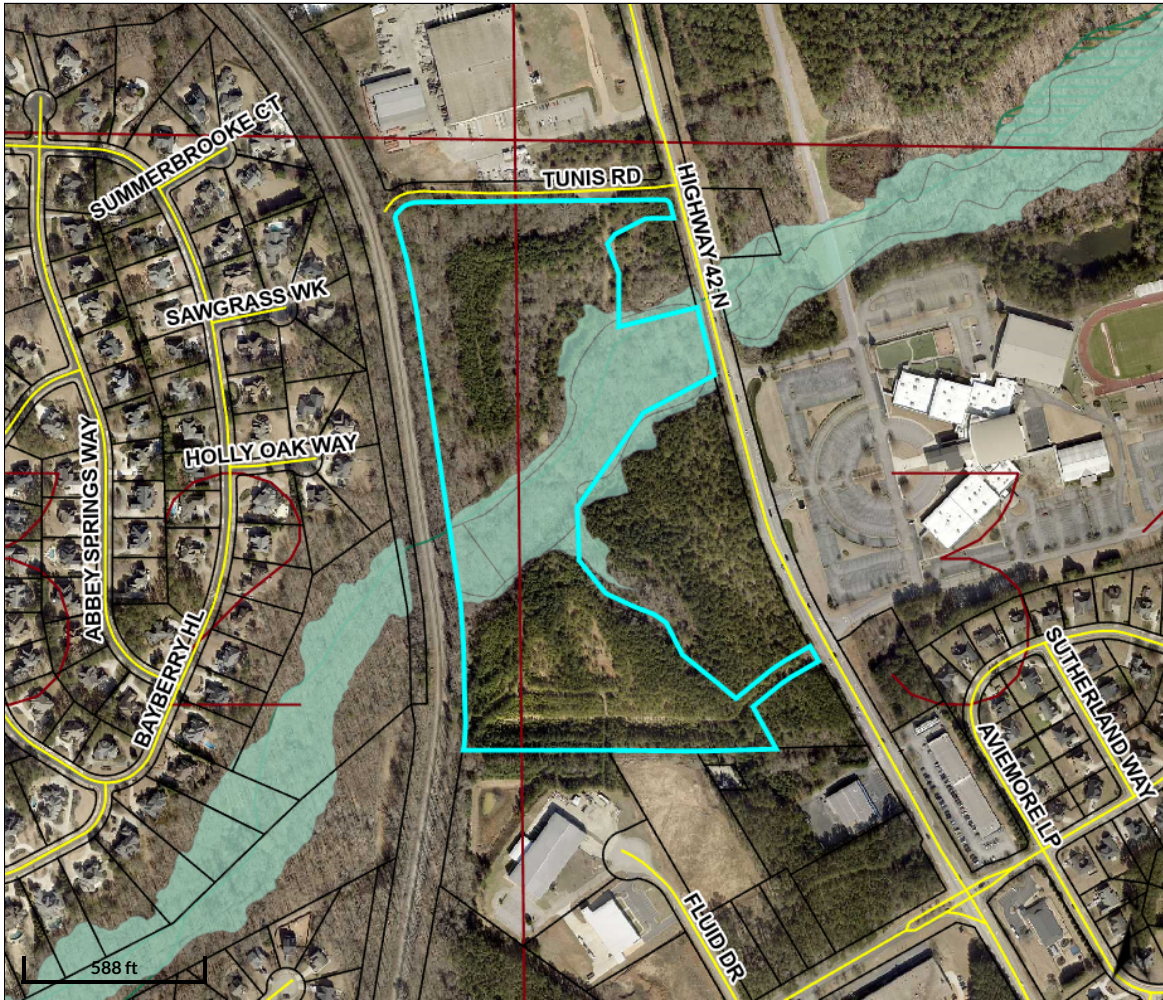
Date created: 5/28/2025

Last Data Uploaded: 5/28/2025 2:32:15 AM

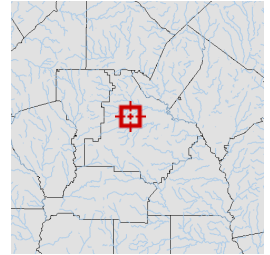
Developed by SCHNEIDER
GEOSPATIAL



Henry County, GA



Overview



Legend

County Outlines

Parcel ID Property Address District	070-01022001	Class	Industrial	Owner	HENRY HIGHWAY	Land	\$1,194,200				
		Acreage	27.72	Address	42 LLC	Value:					
					3200	Building	\$0	Last 2 Sales			
	City/Stockbridge				PRESIDENTIAL DR	Value:		Date	Price	Reason	Qual
	SSD				ATLANTA, GA	Misc	\$0	8/31/2010	\$0	VH	U
					30340	Value:		5/8/2008	\$3,211,536	UE	U
						Total	\$1,196,400				
					Value:						

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 5/29/2025

Last Data Uploaded: 5/29/2025 1:30:35 AM

Developed by SCHNEIDER
GEOSPATIAL

Project/Case #

ZMOD-2025.05.0536

Parcel Number(s):

070-01022001

Location Details:

Gadsons Crossing, Highway 42 N, McDonough, GA 30253

City of Stockbridge**APPLICATION FOR ADMINISTRATIVE OR ZONING MODIFICATIONS**

Zoning Case Number: RZ-03-45-S

Ordinance Case Number:

The undersigned, having an interest in the property herein described respectfully request:

SECTION I

☐ **A. Administrative Modification:** Minor changes are those which implement only slight alterations to the approved site design layout; which are made necessary by actual field conditions at the time of development; or which do not alter the impact of the development on nearby properties, nor the intent or integrity of the conditions as they were originally imposed. Any request for a minor change of the master development plan shall be made in written form to the Director. Furthermore, the request for a minor change shall be accompanied by copies of the revised master development plan. This does not require a public hearing, but an administrative decision by the Director of Community Development. Section 9.2.3

☒ **B. Zoning Modification (Major):** Major modifications to zoning conditions include any changes to allowable uses, maximum density, maximum intensity, or compatibility requirements attached to the zoning approval as conditions of approval. This requires a public hearing by the City of Stockbridge. Section 9.2.4

List previous case number: #M RZ-03-45-S

SECTION II

1. Planner to be assigned during review cycle.

2. Identify the specific condition(s) being modified. State the condition number(s) and letter(s) (e.g. 2-b, 2-e)

2 (C) 1-5

3. Petition number of the Zoning or Use Permit to which this application applies RZ-03-45-S

4. Attach a copy of Legal Description [must be metes and bounds], or complete the following information if the property is within a recorded subdivision.

Is the property within a recorded subdivision? ☒ Yes ☐ No

Subdivision Name:

GADSON'S CROSSING

Lot Number:

Block Designation:

Land Lot(s): 31 & 32

District / Section: District 5

Recorded in Plat Book:

Page:

Road Name:		HIGHWAY 42	
SECTION III: Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application for a Modification.			
Name of Owner:	First Shaker	Last Reddy	
Mailing Address:	3100 Presidential Dr		
City: Atlanta	State: Georgia	Zip: 30340	
Phone #: 6783588722	Email: shakerjcreddy@gmail.com		
Shaker Reddy			
Owner Signature			
SECTION IV: Applicant, if different from the owner, states under oath that:			
1. ☐ The applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach a copy of Power-of-Attorney and type name of Owner as indicated in Section III; or 2. ☐ The applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach a copy of the contract and type of name of Owner as indicated in Section III; or 3. ☐ The applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of the lease and type name of the Owner as indicated in Section III.			
Name of Applicant:	First Shaker	Last Reddy	
Applicant's Address:	3100 Presidential Dr		
City: Atlanta	State: Georgia	Zip: 30340	
Phone: 6783588722	Email: shakerjcreddy@gmail.com		
Shaker Reddy			
Applicant Signature			
SECTION V: Attorney or Agent, if different from the applicant and/or owner			
Attorney/Agent Name:	First 	Last 	Check One: ☐ Attorney ☐ Agent
Address:			
City:	State:	Zip:	
Phone #:	Email:		



APPLICATION FOR ADMINISTRATIVE OR ZONING MODIFICATIONS

The undersigned, having an interest in the property herein described respectfully request:

SECTION I

MODIFICATION #: _____
(To be assigned by the City of Stockbridge)

☐ A. **ADMINISTRATIVE MODIFICATION:** A modification of a condition(s) of zoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Community Development Services.

☒ B. **ZONING MODIFICATION:** A modification of a condition(s) of zoning or Use Permit where public interest has been determined. This requires a public hearing by the City of Stockbridge Councilmembers.

If "A" was denied, list previous case number: #M _____

SECTION II

- 1) The planner assigned to work on the Modification: _____
- 2) Identify the specific condition(s) being modified. State the condition number(s) and letter(s) (e.g. 2-b, 2-e)

- 3) Petition number of the Zoning or Use Permit to which this application applies _____
Current zoning district _____
- 4) Attach a copy of Legal Description [must be metes and bounds], or complete the following information if the property is within a recorded subdivision.
- 5) An official survey of the property.
- 6) Copies of pertinent rezoning cases and zoning conditions, with case numbers.
- 7) Copies of any approved development agreements or shared parking agreements.
- 8) Copies of any approved subdivision plats or recombination plats.
- 9) Copies of any approved variances, conditional uses, or administrative waivers, with case numbers.
- 10) Copy of a recently-completed zoning compliance letter.

SUBDIVISION NAME: Gadsons Crossing UNIT/PHASE: _____

LOT NUMBER: _____ BLOCK DESIGNATION: _____ LAND LOT(S): 31 & 32

DISTRICT/SECTION: 7th / _____ RECORDED IN PLAT BOOK: _____ PAGE: _____

ROAD NAME: Hwy 42

NOTICE: Sections III or IV below **MUST** be signed and notarized when the application is submitted. If Section III is signed and notarized, the applicant need only complete Section IV as "Applicant", notarization of Section IV is not necessary.

SECTION III: Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application for a Modification.

Henry Highway 42, LLC

TYPE OR PRINT OWNER'S NAME
3200 Presidential Parkway

ADDRESS
Atlanta, GA 30340

CITY & STATE ZIP CODE

J. Shaker Reddy
OWNER OF PROPERTY (SIGNATURE)
678-358-8532

PHONE NUMBER
shakerjcreddy@gmail.com

EMAIL ADDRESS

Sworn to and subscribed before me this
1st day of *April* 20*25*

Yolanda M. Chief
NOTARY PUBLIC



In Process

SECTION IV: Applicant, if different from the Owner, states under oath that:

- 1) The applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach a copy of Power-of-Attorney and type name of Owner as indicated in Section III; or
- 2) The applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach a copy of the contract and type name of Owner as indicated in Section III; or
- 3) The applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of the lease and type name of the Owner as indicated in Section III.

APPLICANT (SIGNATURE)
Henry Highway 42, LLC

TYPE/PRINT NAME OF APPLICANT

ADDRESS
Atlanta, GA 30340

CITY & STATE ZIP CODE
678-358-8532

PHONE NUMBER
shakerjcreddy@gmail.com

EMAIL ADDRESS

Sworn to and subscribed before me this

____ day of ____ 20____

NOTARY PUBLIC

Indicate which of the above is applicable: 1 2 or 3

SECTION V: Attorney or Agent, if different from the applicant and/or owner

SIGNATURE OF ATTORNEY/AGENT _____

CHECK ONE: [] ATTORNEY [] AGENT

ADDRESS _____

CITY & STATE _____ ZIP CODE _____

PHONE NUMBER _____

FOR OFFICIAL USE:

Total Amount Paid \$ _____ Check # _____ Received by: _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____ Map Number(s): _____

Pre-application meeting: _____ Date: _____

Zoning Advisory Board Decision: _____

BOC Decision: _____

Planning Staff Signature: _____ Date: _____

STATE OF GEORGIA

COUNTY OF HENRY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 14th day of June, 2004, by and between the **CITY OF STOCKBRIDGE, GEORGIA**, a municipal corporation chartered under the laws of the State of Georgia (hereinafter "City"), **KILLEARN PROPERTIES, INC. OF GA** (hereinafter "Owner"), and **CHARRETTE DEVELOPMENT GROUP** (hereinafter "Developer"). The Property encumbered by this Agreement consists of two separate tracts of land more particularly described in **Exhibit "A"**, which is incorporated herein by reference (the "Property").

P R E A M B L E :

WHEREAS, the Property consists of two separate tracts of property lying in Land Lots 31 & 32 of the 7th Land District, Henry County, Georgia, said property being located on State Route 42;

WHEREAS, the Owner has requested a rezoning of the Property from Light Manufacturing (M-1) to Multi-Family Residence District - Townhouses (RM-2);

WHEREAS, the City has determined that the Property should be developed with single-family homes under Medium/High Density Single-Family Residential District (R-3) as depicted in the attached **Exhibit "B"** (the "Projects");

WHEREAS, the parties hereto wish to receive assurances from the other that certain essential elements will occur in order to facilitate the development of the Property; to insure that the Property will be developed pursuant to the Zoning Ordinance, the zoning conditions imposed by the City, and this Agreement and any amendments thereto; to preclude litigation; and to coordinate

development efforts;

WHEREAS, the State of Georgia has enacted The Georgia Development Impact Fee Act, codified at O.C.G.A. §§ 36-71-1, *et seq.*, which provides that impact fees may be imposed by counties and municipalities;

WHEREAS, the City currently has an ordinance which provides for collection of sewer impact fees and is investigating and considering the enactment of other impact fee ordinances;

WHEREAS, the City has not represented, nor can it guarantee that its infrastructure and existing public facilities as defined by O.C.G.A. § 36-71-2, are sufficient to accommodate the proposed Project;

WHEREAS, the Zoning Ordinance permits property zoned R-3 to feature a maximum number of residential dwelling units per acre provided they are in compliance with the impervious requirements of the Stockbridge Zoning Ordinance;

WHEREAS, entry into this Development Agreement is a condition of rezoning; and

WHEREAS, the City and Owner are willing to execute this Agreement to verify and achieve all of said purposes.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated and for the sum of ONE AND 00/100 DOLLARS (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged and undisputed, the parties enter into the following Agreement:

A G R E E M E N T

1.

Rezoning Application

The City has found that the application filed for the rezoning of the Property is not consistent with zoning policies and goals of the City. The City approved the zoning of the property from M-1 to R-3 subject to this Agreement and its conditions stated herein. All parties agree that said conditions shall be made a part of the ordinance rezoning the Property.

Said zoning shall become effective after the City Council passes the Rezoning Ordinance and the parties execute this Agreement. Failure to so execute this Agreement within thirty (30) days from the date of the zoning hearing will cause the Property to automatically revert back to its previous zoning classification of M-1.

2.

Zoning Requirements of the Property

The parties hereby acknowledge that the Property has been rezoned to R-3 subject to the conditions stated herein. The parties also acknowledge that the net density restrictions imposed by the Zoning Ordinance are applicable to the Project and that the Property shall feature no more than three and six-tenths (3.6) single-family detached dwelling units per net usable acre as allowed hereunder.

- A) **Rezoning.** The Property consists of two separate tracts which are described in **Exhibit "A"**.
- B) **Requirements Generally.** Owner shall comply with all applicable rules, regulations, and conditions of the Zoning Ordinance of the City, except where specifically

excluded herein, in the development of the Property. In addition to said Zoning Ordinance, the Owner shall comply with the conditions contained in this Agreement. If there is a conflict between the Zoning Ordinances and this Agreement, the terms of this Agreement shall control. A copy of the R-3 Ordinance Number 03-59 as adopted on March 10, 2003, is attached hereto and incorporated herein as **Exhibit "D"**.

C) **Development Conditions.** The following conditions shall apply to the development of the Property.

- 1) The Applicant shall submit, to the City Clerk and City Attorney, an updated legal description and plat (11"x17"), certified by an engineer or surveyor licensed in the State of Georgia, of the Property that fully describes the Property and verifies that all conditions of the Zoning Ordinance and this Agreement have been complied with.
- 2) That the Projects shall feature no more than a total of sixty-nine (69) single-family detached homes.
- 3) The lot size shall be no less than 10,500 square feet.
- 4) One-third (1/3) of the one-story homes shall have a minimum of 2,000 square feet of heated space, excluding basement areas. One-third (1/3) of the one-story homes shall have a minimum of 2,200 square feet of heated space, excluding basement areas. The remainder of the one-story homes shall have a minimum of 2,500 square feet of heated space for one story homes, excluding basement areas. All two-story homes shall have a minimum of 2,200 square feet of heated space, excluding basement areas.
- 5) Revise site plan to adhere to all R-3 ordinance requirements, unless otherwise specified herein.
- 6) The Developer shall have the following options for the exterior of the homes: The exterior of the homes shall be either a minimum of three-sided brick or stone or any combination thereof, except for the soffits and gables, and the remaining side shall be constructed of stucco, hardi-plank or wood or any combination thereof. Or, a minimum of seventy-five percent (75%) of the exterior of the home shall be brick or stone or any combination thereof, except for the soffits and gables, and the remaining side may be constructed of stucco, hardiplank or other masonry siding, wood or any combination thereof. For all homes, the soffits and gables may be constructed of brick, stone, stucco, hardi-plank, masonry siding, wood, or vinyl with a minimum grade of 0.048 of an inch in thickness, or any combination thereof. In no case shall any structure of the development have siding consisting of vinyl or

aluminum.

- 7) Each home shall have an attached two car garage which is defined in section 14 of this Agreement.
- 8) Cars shall not be allowed to park on the public street or within the setback areas, except on the paved driveway.
- 9) Front, side and rear yards will be sodded.
- 10) Developer shall install hardwood street trees along all streets to be placed between the sidewalk and the front property lines with a minimum two & half inch (2.5") caliper (d.b.h.), shall have a minimum twenty-four square foot (24 sq. ft.) planting area and shall be spaced an average of forty-five feet (45') apart. No more than one third (1/3) of the trees can be Bradford Pears or any hybrid pear variety.
- 11) The Building Department shall not issue a building permit until such a time as the City Manager has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
- 12) Developer shall install concrete sidewalks of at least four feet (4') in width and four inches (4") in depth and at least four feet (4') from the curb along State Route 42 and on both side of the roads throughout the development. The area between the curb and the sidewalk shall be sodded.
- 13) A streetscape plan shall be submitted to and be approved by the City Manager and to include sidewalks, street trees, landscaping, street lighting and street furniture prior to the issuance of any permits.
- 14) The Applicant must present its architectural and façade design for any structures on the Property to the City Council for approval prior to the issuance of a building permit.

3.

Variances

The City approves the following variance:

- 1) The minimum lot size can be reduced from 12,000 square feet to no less than 10,500 square feet.
- 2) Minimum lot width shall be reduced from seventy-five feet (75') at building line to sixty feet (60') at building line.

- 3) No other variances shall apply to this Project.

4.

Impact on Services

In conjunction with the development of the Property, the person or entity seeking to make such improvements shall satisfy the following requirements:

A) Submission of Plans and Specifications.

Developer shall submit plans and specifications for development of the Property and construction of any and all improvements thereon in conformance with all applicable rules, regulations, and laws of the State of Georgia, and with all applicable rules, regulations, and ordinances of the City and this Agreement.

B) Traffic and Road Improvements

The Developer shall pay for road improvement costs or complete road improvements as follows:

Those road improvements required by Henry County Department of Transportation or the City after review of Plans referenced in subparagraph 4.A. above.

C) Water and Sewerage Improvements.

- 1) The Developer shall extend and expand, if necessary, the existing water main to the Property.
- 2) The Developer shall extend and expand, if necessary, any additional sewage outfall lines needed to service the Project.
- 3) The Developer shall be responsible for the development of all water and

sewer lines located within the Property in accordance to the public entity having control thereof.

- 4) Developer shall relocate the existing sanitary sewer line on the Property so that they do not run under or within twenty feet (20') of any structure.

5.

Impact Fees and Credits

A) Traffic and Road Impact Fees

If the Owner is assessed at any time in the future traffic and road impact fees by the City, the Owner will be given credit against such impact fees as an amount equal to:

- 1) The installation of any and all acceleration and deceleration lanes as required in section 4.B.1.; and
- 2) All funds expended by the Owner for the improvement of roads.

B) Water and Sewerage Impact Fees

All water and sewer impact fees will be paid to the public entity having control thereof.

6.

Covenants Running With the Land

The terms and conditions of this Agreement shall be binding upon each party and its successors in title and shall run with the title to the Property. Notice of this Agreement shall be filed of record in office of the Clerk of the Superior Court of Henry County, as shown on **Exhibit "E"** hereto attached. Any modifications agreed to by the parties also shall be subject to this notice of filing requirement.

7.

Date of Effectiveness of this Agreement

This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.

8.

Date of Effectiveness of Rezoning

The rezoning set forth in this Agreement shall take effect upon: (i) approval of the rezoning ordinance by the City Council; and (ii) the execution of this Agreement.

9.

Relation to Zoning

The terms of this Agreement shall be incorporated into and made a part of any Zoning Ordinance of the City rezoning the Property. The zoning classifications set forth herein shall be conditioned on the terms of this Agreement and binding on the Owner's successors and assigns. If these terms are modified pursuant to Paragraph 11 of this Agreement, such modifications shall be likewise binding on Owner's successors and assigns.

10.

Previous Written and Oral Statements

All previously written or transcribed plans, documents, letters, notes, minutes, and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties. The parties agree that time shall be of the essence of this Agreement. This Agreement may be executed in counterparts, and each

counterpart, and all counterparts together, shall constitute the original Agreement.

11.

Amendment and Modification of Agreement

This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Owner, or the Owner's assigns and successors in title.

12.

Binding Effect

This Agreement shall be binding upon the undersigned and their agents, heirs, administrators, executors, successors, and assigns. This Agreement shall be binding on any person or entity that develops or uses the Property under the zoning classifications granted herein. The parties expressly stipulate that there are no third party beneficiaries to this Agreement.

13.

Future Changes in Development Standards

All development regulations, guidelines, standards, rules, and conditions of the City in effect as of the date of this Agreement and the regulations, guidelines, standards, rules, and conditions of this Agreement shall control over any future changes in the City regulations, guidelines, standards, rules, and conditions.

14.

Captions and Definitions

Captions, the description headings of the separate articles, sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or

construction of any of the provisions hereof.

"Owner" includes Killearn Properties, Inc. of GA and any developer, builder or other person who seeks land disturbance permits for the Property. "Owner" also includes any assignee or successor in interest to the Property.

"Residential garage" shall mean an enclosed structure attached to or part of the principal dwelling used for housing at least two (2) vehicles. All garages shall have the following minimum dimensions: vehicular entrance height, seven feet (7'); vehicular entrance width, sixteen feet (16'); garage interior height, eight feet four inches (8' 4"); and overall garage width and depth no less than twenty feet by twenty-two feet (20' x 22'), respectively. The floor shall be constructed of concrete. Concrete floors shall be reinforced, where appropriate, and a minimum of four inches (4") in thickness with appropriate fill and base. Residential garages shall not be enclosed for living space, storage purposes or any other purpose without first obtaining a variance from the City and constructing an attached residential garage to the main residential structure. The residential garage shall be kept clear so that a minimum of one (1) vehicle may be parked in the garage at all times.

All other terms used in this Agreement which are not otherwise defined herein shall be defined in the manner prescribed by the Zoning Ordinance or R-3 Ordinance in effect as of the date Owner executes this Agreement.

15.

Severability

The invalidity or unenforceability of any provision of this Agreement shall not effect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof and it should not be construed in favor or against either party by a court of competent jurisdiction.

16.

Applicable Law

The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement or the Property without regard to conflicts of laws principles.

17.

Rights Cumulative

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

In the event that Owner, its successors, or its assignees fail to comply with the terms of this Agreement, the City shall be authorized to refuse occupancy permits, construction permits,

development permits, and to terminate construction and development of the Property. If Owner, its successors, or its assignees bring an action of any nature or description under this Agreement, or if it becomes necessary for the City to bring such an action, Owner, its successors, or its assignees shall be responsible for reimbursing the City for all costs and expenses, including attorneys fees, incurred in connection with such a proceeding.

18.

Stipulation and Waiver

Owner knowingly and voluntarily waives any right to challenge the validity of this Agreement, in whole or in part, in a court of competent jurisdiction or to seek monetary relief, including but not limited to damages, costs, sanctions, or fees, from the City in connection with this agreement, the zoning of the Property or the development of the Property. Each party agrees to execute this Agreement and any other documents necessary to encumber the Property so as to bind all successors in interest in a similar manner.

19.

Reimbursement of Expenses

The Owner and Developer, both jointly and severally, hereby agree to reimburse the City for all legal fees incurred by the City regarding the preparation of this Agreement which sums shall not exceed \$1,000.00. The Owner and Developer, both jointly and severally, agree to reimburse the City for preparations of any amendments to this Agreement and any litigation expenses incurred by the City in any civil action or administrative action regarding this Agreement whether same is filed by the City, Owner, Developer or third person or entity. The Owner shall remit payment of all said legal fees and costs to the City within ten (10) days of receipt of an invoice for same.

20.

Amenities

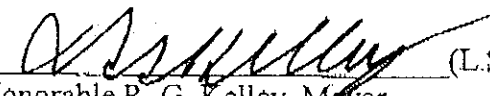
There shall be two amenity areas as depicted in Exhibit "B". The area depicted as floodplain shall remain green space and include a walking trail, at least two thousand (2,000) linear feet and a minimum of four feet (4') in width, connecting Tract 1 and Tract 2 as depicted in the site plan attached hereto. Furthermore, each amenity area shall contain the following:

- A pavilion measuring a minimum of forty feet by sixty feet (40'x60') equipped with outdoor benches and picnic tables to seat no less than fifty (50) people, three permanently mounted steel grills, and two permanent outdoor trash receptacles;
- A bathhouse with two (2) toilets and two (2) showering facilities;
- A playground equipped for children ranging in age from one through twelve. Each playground area shall be separated into two parts in order for children ages one through six to have a separate and distinct portion for their age group and one separate and distinct portion for children ages seven through twelve separate and apart from each other;
- A swimming pool measuring no less than eighteen feet by thirty-six feet (18'x36') with varying depths to accommodate children from the age of one to adults; and
- Adequate parking for each of the amenity area.

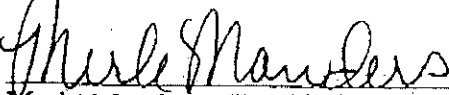
IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this 14th day of June, 2004.

CITY:

CITY OF STOCKBRIDGE, GEORGIA

By:  (L.S.)
Honorable R. G. Kelley, Mayor

ATTEST:

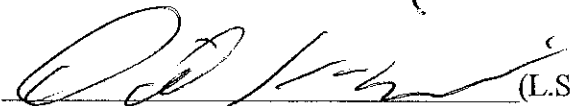

Merle Manders, City Clerk
[Seal]

Version 4

Signatures on following page

OWNER:

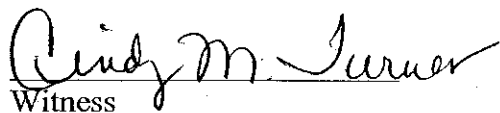
KILLEARN PROPERTIES, INC. OF GA

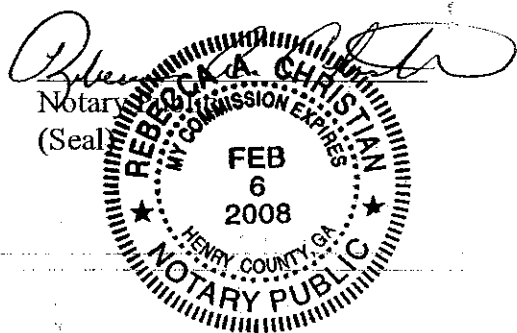
By:  (L.S.)

David H. Williams, Managing Member

Signed, sealed and delivered
before me this 14 day of

June, 2004.


Witness



DEVELOPER:

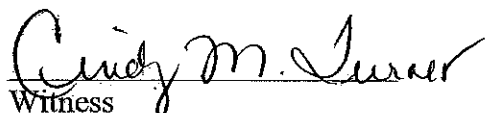
CHARRETTE DEVELOPMENT GROUP

By:  (L.S.)

E. H. Woodall III, Managing Member

Signed, sealed and delivered
before me this 14 day of

June, 2004.


Witness

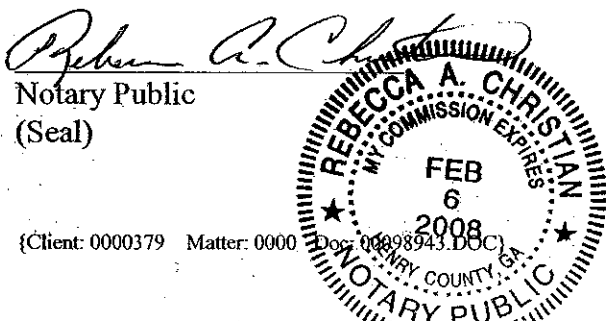


EXHIBIT "A"

LEGAL DESCRIPTION AND PLAT OF THE PROPERTY

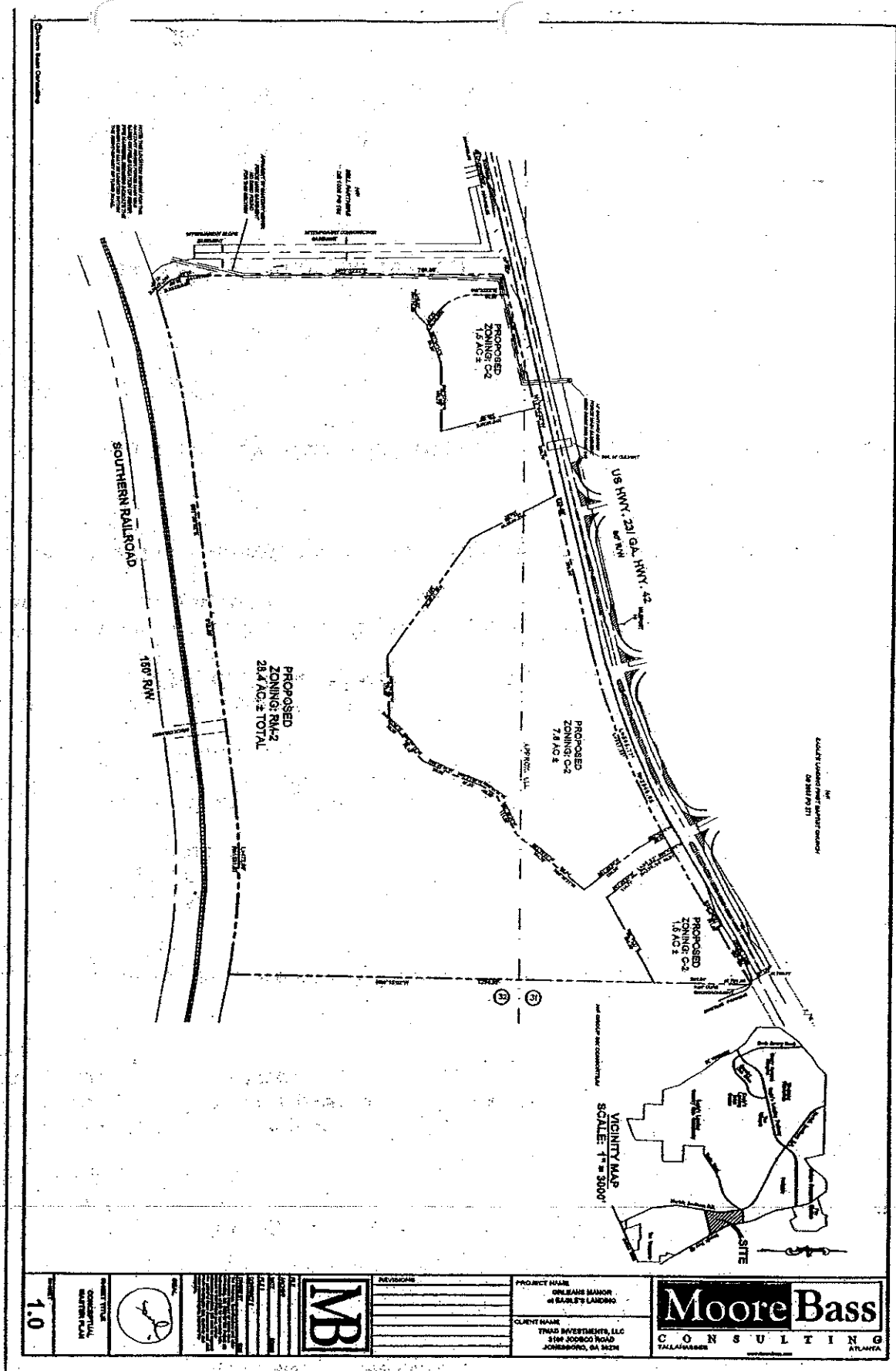


EXHIBIT "B"

SITE PLAN

TRACT 1

-SITE DATA-

TOTAL SITE AREA: 14.16 AC.
LESS FLOODPLAIN: 2.55 AC.
LESS RIGHT-OF-WAY: 1.61 AC.
NET RESIDENTIAL AREA: 9.90 AC.
x 3.6 U/AC

36 TOTAL UNITS ALLOWED

29 TOTAL UNITS PROPOSED
2.9 U/AC. NET DENSITY

TRACT 2

-SITE DATA-

TOTAL SITE AREA: 13.57 AC.
LESS FLOODPLAIN: 2.90 AC.
LESS RIGHT-OF-WAY: 1.59 AC.
NET RESIDENTIAL AREA: 9.08 AC.
x 3.6 U/AC

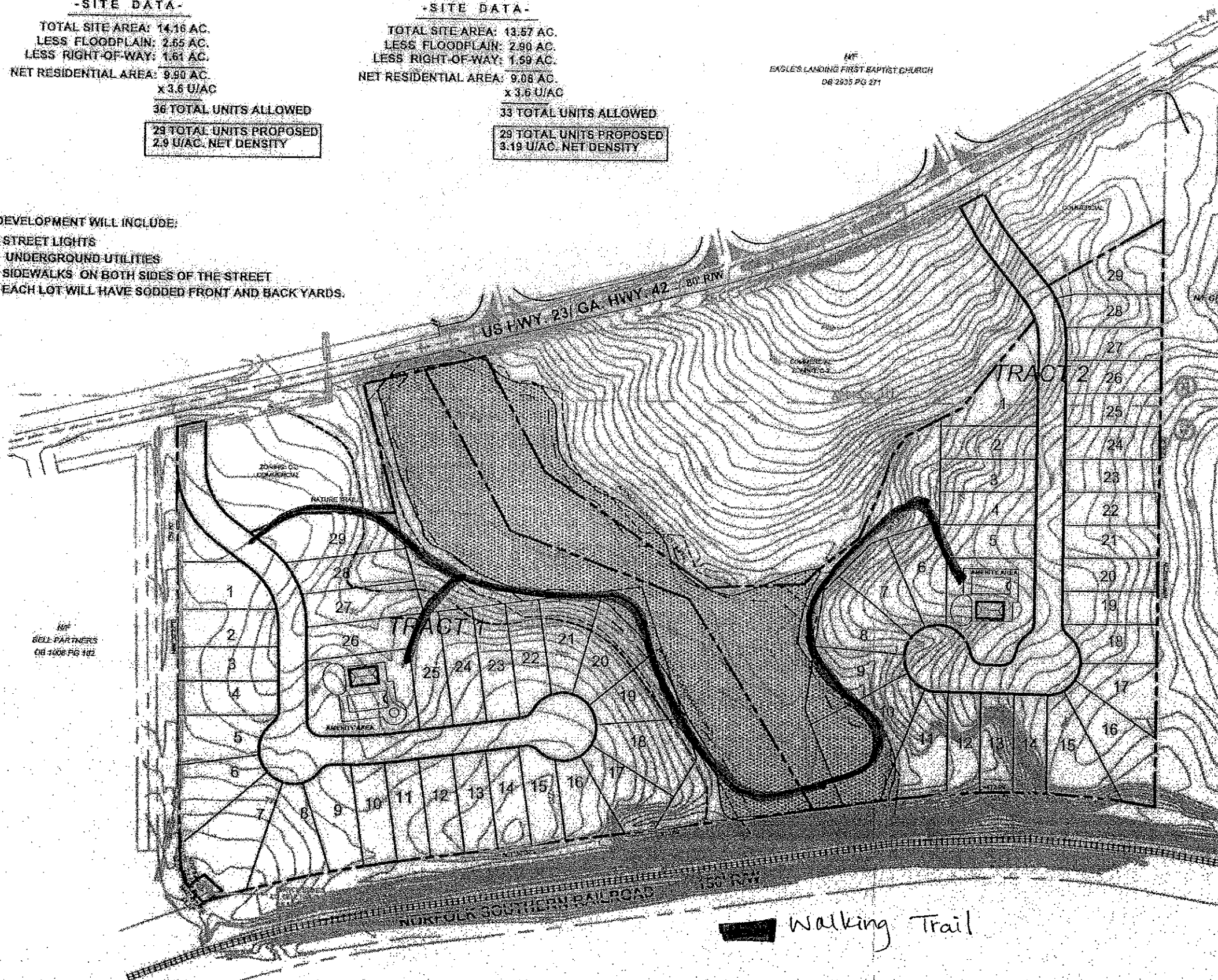
33 TOTAL UNITS ALLOWED

29 TOTAL UNITS PROPOSED
3.19 U/AC. NET DENSITY

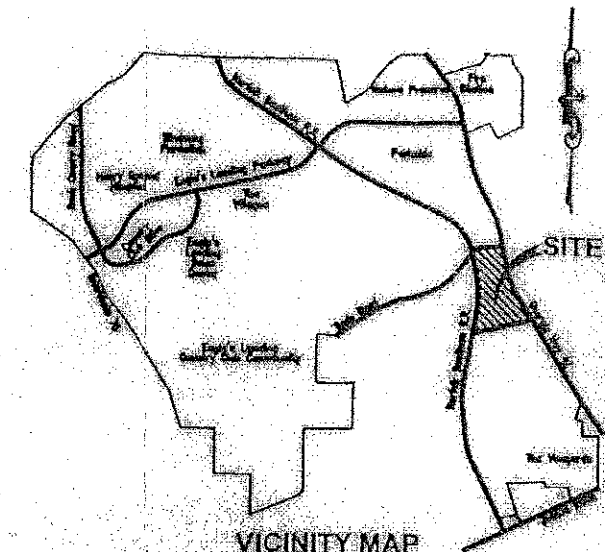
MF
EAGLE'S LANDING FIRST BAPTIST CHURCH
DB 2335 PG 271

DEVELOPMENT WILL INCLUDE:

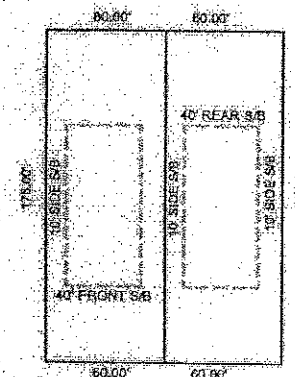
- * STREET LIGHTS
- * UNDERGROUND UTILITIES
- * SIDEWALKS ON BOTH SIDES OF THE STREET
- * EACH LOT WILL HAVE SODDED FRONT AND BACK YARDS.



MF
SELL PARTNERS
DB 1006 PG 182



VICINITY MAP
SCALE: 1" = 3000'



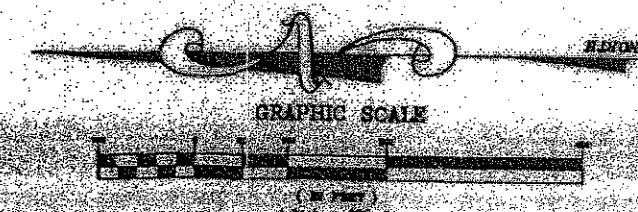
50' R/W

TYPICAL LOT DETAIL

GENERAL DATA

- LAND LOTS 4 AND 7 - DISTRICT 7
CITY OF STOCKBRIDGE HENRY COUNTY, GA
1. OWNER: KILLAM PROPERTIES, INC.
100 NORTH PARK TRAIL
STOCKBRIDGE, GA 30281
PHONE: 770-964-3484
 2. DEVELOPER: CHARIETTE DEVELOPMENT GROUP
120 OCHARD PARK DRIVE
MCDONOUGH, GA 30253
PHONE: 770-954-3485
 3. ENGINEER: MOORE BASS CONSULTING, INC.
1420 ROCK CHURCH ROAD
STOCKBRIDGE, GA 30281
PHONE: 770-964-3484
 4. DEVELOPMENT CONFIGURATION
A. TOTAL SITE AREA: 13.57 ACRES
B. TOTAL ACREAGE: 13.57 ACRES

NOTE:
THE ACTUAL LOT CORNER MAY CHANGE
DUE TO THE ENGINEERING PLANS ARE
COMPLETE.



Moore Bass
CONSULTING
TALLAHASSEE
ATLANTA

PROJECT NAME: HWY 42 SINGLE FAMILY PROJECT
CLIENT NAME: CHARIETTE DEVELOPMENT GROUP
120 OCHARD PARK DRIVE
MCDONOUGH, GA 30253

REVISIONS	DATE	BY	CHKD



DATE: 1/2/06
BY: [Signature]
CHKD: [Signature]
PROJECT: [Signature]
SHEET: 10

SHEET TITLE:
CONCEPTUAL MASTER PLAN

SHEET: 10

TOTAL LOT YIELD HAS INCREASED BY 9 LOTS ABOVE THE MAXIMUM ALLOWABLE BY FOLLOWING R-3 STANDARDS.

MB Consulting

Development Agreement between the City of Stockbridge
and Killearn Properties, Inc. of GA dated June, 2004

EXHIBIT "C"

HENRY COUNTY REZONING EVALUATION REPORT



HENRY COUNTY PLANNING & ZONING

Rezoning Evaluation Report Stockbridge City Council

RZ-03-45-S

Commission District: City of Stockbridge
Planning Board Member: Ray McDonald (770) 474-8654

Applicant: Triad Investments
3108 Jodeco Road
Jonesboro, GA 30236

Location: The property is located in Land Lots 1 & 2 of the 7th District, on Highway 42 South of Brannan Road.

Request: Rezoning from M-1 (Light Manufacturing) to RM-2 (Townhouses).

Proposed Use /Purpose: To develop the property for a Single-Family Townhouse Development.

Sign Posted: September 23, 2003

P&Z Meeting: October 9, 2003

City Meeting: June 14, 2004
November 10, 2003-Postponed

Lot Size: 28.4 +/- acres.

Access Road: Highway 42 (major arterial), South of Brannan Road.

Public Facilities: Water and Wastewater Treatment Availability – water and sewer (at owner's expense).

Zoning History:

The proposed development is currently zoned M-1 (Light Manufacturing). The property was zoned prior to the adoption of the Official Henry County Zoning Map on June 3, 1986. Herein is the zoning for the adjacent properties:

- **North** – M-1 (Light Manufacturing)
- **South** – M-1 (Light Manufacturing)
- **West** – Southern Railroad and R-2 (Single-Family Residence)
- **East** – RM (Multi-Family Residence)

Current Land Use: Vacant and Heavily wooded
Future Land Use: Industrial and Wholesale

Henry Highway 42, LLC
3200 Presidential Parkway
Atlanta, GA 30340

April 18, 2025

City of Stockbridge
Community Development Director
4640 N Henry Blvd
Stockbridge, GA 30281

Subject: Request for Zoning Modification to Development Agreement for RZ-03-45-S

Dear Ryan Anderson,

On behalf of Henry Highway 42, LLC, I am submitting this letter of intent to formally request a modification to the existing development agreement between our entity and the City of Stockbridge. We appreciate the City's commitment to responsible growth and development, and we seek to amend the agreement to better align with our evolving project needs while maintaining compliance with the City's zoning objectives. Our intent is to develop the community within the same guidelines as in the successful Winding Creek community along Campground Road in the City of Stockbridge.

Henry Highway 42, LLC respectfully requests the following modifications to 2. (C) Development Conditions:

1. (4) 1/3 of single-story homes shall be a minimum of 2,400 sq. ft. rather than 2,500 sq. ft.;

2. (6) Front of home shall be a mixture of 50% brick or stone and hardi-plank or Cementous fiber siding with a brick or stone water table on the two sides of the homes;
3. (10) Hardwood Street trees shall only be required along Highway 23/42;
4. (12) Landscape strip between curb and 4-foot sidewalk shall be a minimum of 24 inches along all public streets;
5. (14) Home Plan approval shall be issued by director of Community Planning or other staff prior to issuance of approval of final plat.

We appreciate your time and consideration of this request and look forward to working collaboratively with the City of Stockbridge. Please feel free to contact me at your earliest convenience to discuss the next steps.

Sincerely,
Shaker Reddy

A handwritten signature in blue ink that reads "J. Shaker Reddy". The signature is written in a cursive, flowing style.

Henry Highway 42, LLC



2 Story Front



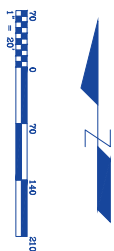
Street Scene



Clubhouse



Mailbox Bank



DRAWN BY CHECKED BY DATE SCALE JOB NO. SHEET NUMBER	J.E. ZH 08/29/2025 1" = 70' GADSON 1	GADSON SUBDIVISION SITE PLAN LAND LOTS 31 & 32, 7TH DISTRICT CITY OF STOCKBRIDGE, HENRY COUNTY, GEORGIA SITE ADDRESS: XXXX XXXX XX, STOCKBRIDGE, GA 3XXX	 ACCURA ENGINEERING AND CONSULTING SERVICES, INC. 3200 PRESIDENTIAL DRIVE • ATLANTA, GA 30340 OFFICE: 404-241-8722 • ACCURA.COM
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