

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

June 9, 2021

**(STIPULATION LETTER; REVISED SITE PLAN, SURVEY & LEGAL DESCRIPTION; ARCHITECTURAL IMAGERY; AND, SAFETY PLAN)**

**VIA HAND DELIVERY & EMAIL**

Mr. John P. Pederson, AICP, Manager  
Cobb County Zoning Division  
Community Development Agency  
1150 Powder Springs Road, Suite 400  
Marietta, GA 30064

Re: Application of Streamline Development Partners to Rezone a 1.382 Acre Tract from Conditional NRC to NRC (No. Z-47 [2021])

Dear John:

This firm represents Streamline Development Partners (“SDP”) concerning the above-captioned Application for Rezoning. Currently, the application is scheduled to be heard and considered by the Cobb County Planning Commission on July 6, 2021. Thereafter, the application will be heard and considered for final action by the Cobb County Board of Commissioners on July 20, 2021.

The property at issue (“Subject Property”) consists of an approximate 1.382 acre tract of land which is located on the southwest side of Veterans Memorial Highway east of Hickory Trail (800 Veterans Memorial Highway). The Subject Property is in an area denominated as a Neighborhood Activity Center (“NAC”) under Cobb County’s Future Land Use Map (“FLUM”) which contemplates the type of uses proposed for this site.

The Subject Property was originally rezoned as a part of a 16.05 acre assemblage which formed the underlying basis of an Application for Rezoning (No. Z-71 [2016]) and a Special Land Use Permit (SLUP No. 10 [2016]) which were collectively approved by the Board of Commissioners on August 16, 2016. However, the granting of the Rezoning and SLUP were specifically for the purposes of a private school and attendant campus, including a building 96,495 square feet in size with associated parking, outside classroom areas, sports fields, et al. At the time it was anticipated that the private school would open in 2017 and that Phase I alone would constitute a project of approximately \$21M. However, notwithstanding the entitlements granted, the private school never closed on the assembled properties.

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Since the action taken by the Board of Commissioners in 2016, the Subject Property has lain idle and undeveloped; however, SDP is requesting a Rezoning for the purposes of the construction, build-out and development of an AutoZone store. In that regard, enclosed is the requisite number of copies of a revised site plan; a revised survey of the Subject Property; a revised legal description; renderings/elevations depicting the architectural style and composition of the building (which follows AutoZone's prototypical, industry-wide product). However, the architecture has been revised in order to take into consideration the Design Guidelines for both Mableton Parkway and Veterans Memorial Highway, as adopted by Cobb County in 2017.

In addition to the foregoing, also included is a copy of a conceptual plan of development for this quadrant of the intersection in order to provide a template going forward for additional development contiguous and to the west of the Subject Property. Of course, specifically with respect to the Subject Property, AutoZone's retail commercial business will consist of a one-story building approximately 7,381 square feet in size.

During the pendency of this application, we have established a dialogue with the County's professional staff and area business and property owners. Also, importantly, we have interfaced with the Zoning Committee of the Mableton Improvement Coalition ("MIC"). In that regard, this letter will serve as SDP's agreement to the following stipulations which shall become conditions and a part of the grant of the requested Rezoning and which shall be binding upon the Subject Property thereafter. The referenced stipulations are as follows, to wit:

1. The stipulations and conditions set forth herein, shall replace and supersede in full any and all prior stipulations and conditions in whatsoever from which are currently in place concerning property which constitutes the subject matter of the above-captioned Application.<sup>1</sup>
2. The approval of this Application shall be specifically and exclusively for the purposes of the construction and development of a new building in order to accommodate an AutoZone store with related offices and inventory within a fully enclosed building.
3. This Rezoning shall be in substantial conformity to that certain Revised Site Plan prepared by MASS Engineering and Consultants, LLC which is being submitted concurrently herewith.

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<sup>1</sup> Presently, in view of the fact that the Subject Property is specifically zoned and entitled for a private school, neither the Applicant, the Property Owner nor anyone other than the private school (built and located elsewhere) has a present entitlement to utilize or develop the property in any manner with the result being that the Subject Property is "frozen" in terms of acceptable and permissible land uses for which SDP has applied.

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4. The proposed hours of operation shall be Monday through Saturday from 7:30 a.m. until 9:00 p.m. and on Sundays from 9:00 a.m. until 9:00 p.m. Construction hours concerning the development of the building and related infrastructure on the Subject Property shall be from 8:00 a.m. until 6:00 p.m., Monday – Friday; from 9:00 a.m. until 4:00 p.m. on Saturdays; and, there shall be no construction on the Subject Property on Sundays.
5. The architectural style and composition of the building, as mentioned above, shall be similar to the AutoZone’s overall industry-wide prototype. However, said architecture has been modified in order to accommodate AutoZone and Cobb County and to ensure that the proposal is consistent with the Mableton Parkway and Veterans Memorial Highway Design Guidelines, adopted by Cobb County in 2017 and consistent with the architectural rendering/elevation being submitted concurrently herewith.

With respect to architectural considerations and construction, SDP agrees that said components shall be subject to review and approval by an Architectural Oversight Committee (“AOC”) consisting of a representative of SDP, a representative of MIC, a representative of the Community Development Agency and the District Commissioner who shall be the final arbiter in the event that an impasse is reached on issues regarding the architectural style and composition of the building.

6. There shall be no outside storage of vehicles nor other outside storage of any kind as defined by the Cobb County Zoning Ordinance. This includes but is not limited to vehicular parts, accessories or component thereof. This shall also extend to include a condition of the zoning prohibiting any work on vehicles whatsoever being done on site whether inside or outside of the building.

For purposes of emphasis and in keeping with the stipulations above, there shall be no “vehicles” stored outside; no loitering or gathering in the surface parking areas or otherwise; and, no vehicular work of any kind. In that regard, SDP is submitting a Safety Plan concurrently herewith.

7. Signage for the AutoZone shall be ground-based, monument-style and consistent with provisions of the Cobb County Sign Ordinance and any Design Guidelines under ones adopted by the County in 2017. Additionally, there shall be identification signage on the building as allowed by statute; however, signage shall be incorporated into the Landscape Plan for the AutoZone store and fully landscaped and irrigated at points of ingress/egress.
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8. Submission of a Landscape Plan during the Plan Review Process which shall be subject to review and approval by the County Arborist. Additionally, an agreement to form a Landscape Oversight Committee (“LOC”) consisting of a representative of SDP, a representative of MIC, a representative of the Community Development Agency and the District Commissioner who shall be the final arbiter in the event that an impasse is reached on issues regarding landscaping.
  9. Compliance with recommendations from the Cobb County Department of Transportation, as follows:
    - a. The installation of a deceleration lane with taper subject to review and approval by GDOT.
    - b. All work permitted in the right-of-way of Veterans Memorial Highway to be approved by GDOT.
    - c. Final location and design of the deceleration lane on Veterans Memorial to be approved in Plan Review.
    - d. Installation of a “Striped Bulb-Out Island”.
    - e. Final location of point of ingress/egress to be approved by GDOT.
    - f. Replacing any disturbed curb, gutter and sidewalk.
  10. Compliance with directives from the Cobb County Fire Marshal’s Office regarding Life, Safety and Fire Prevention issues, including the following:
    - a. Compliance with International Fire Code (“IFC No. 510”).
    - b. Ensuring internal maneuverability and accessibility within the site for purposes of Fire and Public Safety vehicles and related firefighting apparatus.
    - c. The submission of Reciprocal Easement Agreements (“REAs”) during the Plan Review Process in order to ensure the foregoing. A copy of a “Template REA” is being submitted concurrently herewith.
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- d. All construction and employee vehicles and equipment shall work from and remain on the site during the construction and build-out of the AutoZone store's infrastructure and there shall be no parking of such vehicles allowed on any of the adjacent public rights-of-way during the construction and build-out of the AutoZone.
11. The submission of a photometric plan which shall include details regarding the utilization and lighting of the site and the inclusion of low-intensity, environmental type lighting, the illumination of which shall be contained within the Subject Property. Security lighting in the form of wall-packs with full cutoff shields shall be allowed for security purposes on all around the building.
  12. Subject to recommendations from the Stormwater Management Division with respect to detention, hydrology, stormwater management, water quality and downstream considerations. This stipulation includes recommendations regarding the ultimate location and configuration of on-site detention and water quality.
  13. The District Commissioner shall have the authority to approve minor modifications as this development proposal proceeds through the Plan Review process and thereafter, except for those that:
    - a. Reduce the size of an approved buffer to property which is zoned the same or in a more restrictive Zoning District.
    - b. Relocate a structure closer to the property line of an adjacent property which is zoned in the same or more restrictive Zoning District.
    - c. Increase the height of a building adjacent which is zoned in the same or a more restrictive Zoning District.
    - d. Change access locations to a different right-of-way.
    - e. Violate the Cobb County Zoning Ordinance or will require additional Variances.
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The Subject Property has no present entitlements and no rights to utilize same for any purposes other than as a private school subject to stipulations/conditions imposed on the Subject Property in 2016. In that regard, SDP's proposal is consistent with the Future Land Use Map, the Comprehensive Land Use Plan, the Architectural Design Guidelines adopted in 2017 and policy considerations set forth by the Cobb County Board of Commissioners specifically applicable to this sub-area of the County.

Please do not hesitate to contact me should you have any questions or need any additional documentation or information prior to this application being heard and considered by the Planning Commission and the Board of Commissioners next month and/or prior to the formulation of your Zoning Analysis and Staff Recommendations.

With kind regards, I am

Very truly yours,

SAMS, LARKIN & HUFF, LLP



Garvis L. Sams, Jr.  
[gsams@samslarkinhuff.com](mailto:gsams@samslarkinhuff.com)

GLS, Jr./jac

cc: Members, Cobb County Board of Commissioners (via email w/attachments)  
Members, Cobb County Planning Commission (via email w/attachments)  
Dr. Jackie McMorris, County Manager (via email w/attachments)  
BOC Commission Assistants (via email w/attachments)  
Ms. Jessica Guinn, AICP, Director, Community Development (via email w/attachments)  
Mr. Jason Gaines, AICP, Manager (via email w/attachments)  
Mr. Phil Westbrook, Planner III (via email w/attachments)  
Ms. Jeannie Peyton, Senior Planner (via email w/attachments)  
Mr. Terry Martin, Planner III (via email w/attachments)  
Mr. Donald Wells, Planner I (via email w/attachments)

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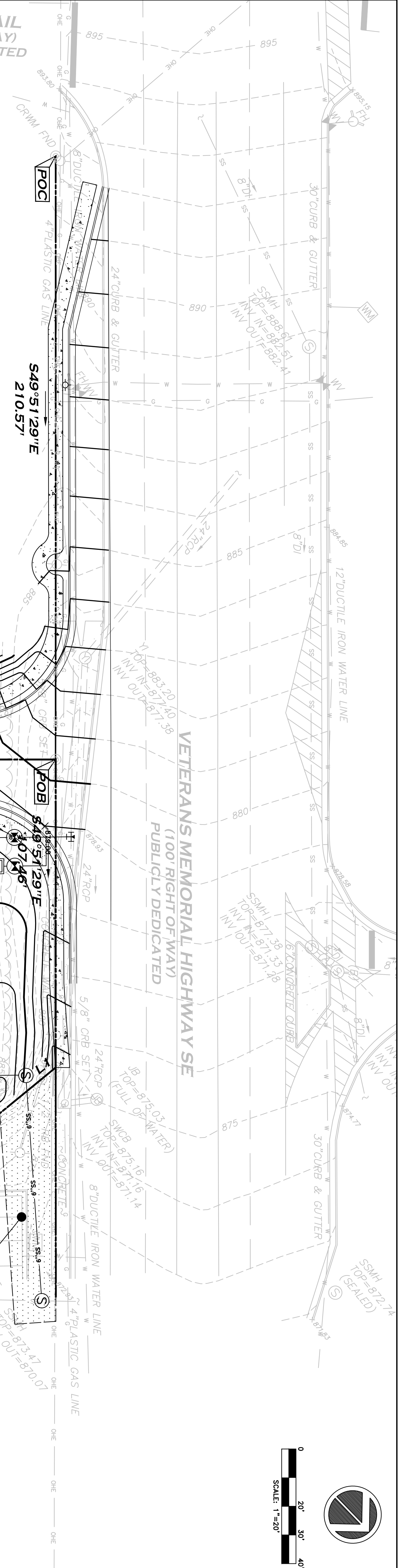
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Ms. Margie Vazquez, Planner I (via email w/attachments)  
Ms. Pamela Mabry, County Clerk (via email w/attachments)  
Ms. Robin Stone, Deputy County Clerk (via email w/attachments)  
Ms. Leila Washington, Deputy County Clerk (via email w/attachments)  
Capt. Josh Davis, Fire Marshal's Office (via email w/attachments)  
Mr. David Breaden, P.E., Stormwater Management Division (via email w/attachments)  
Mr. Carl Carver, P.E., Stormwater Management Division (via email w/attachments)  
Ms. Amy Diaz, P.E., Cobb DOT (via email w/attachments)  
Ms. Abby Rettig, P.E., Cobb DOT (via email w/attachments)  
Mr. Tim Davidson, Water System (via email w/attachments)  
Ms. Robin Meyer, Zoning Committee, MIC (via email w/attachments)  
Mr. Joe Pegram, Streamline Development Partners (via email w/attachments)  
Mr. Joe Schneider, Streamline Development Partners (via email w/attachments)  
Mr. Jeffrey P. Masisak, P.E., MASS Engineering and Consultants, LLC (via email w/attachments)

HICKORY TRAIL  
(50' RIGHT OF WAY)  
PUBLICLY DEDICATED



**REZONING INFORMATION**

PROPOSED PROPERTY AREA: 1.382 ACRES

PROPOSED BUILDINGS: 1

PROPOSED BUILDING SQUARE FOOTAGE: 7,381 SF

REQUIRED PARKING SPACES: 37

ONE SPACE PER 200 SF OF FLOORSPACE

PROVIDED PARKING SPACES: 35

EXISTING ZONING: CONDITIONAL NRC

PROPOSED ZONING: NRC

EXISTING IMPERVIOUS AREA: 0.00 ACRES

PROPOSED IMPERVIOUS AREA: 0.70 ACRES

EXISTING GRASSED AREA: 1.10 ACRES

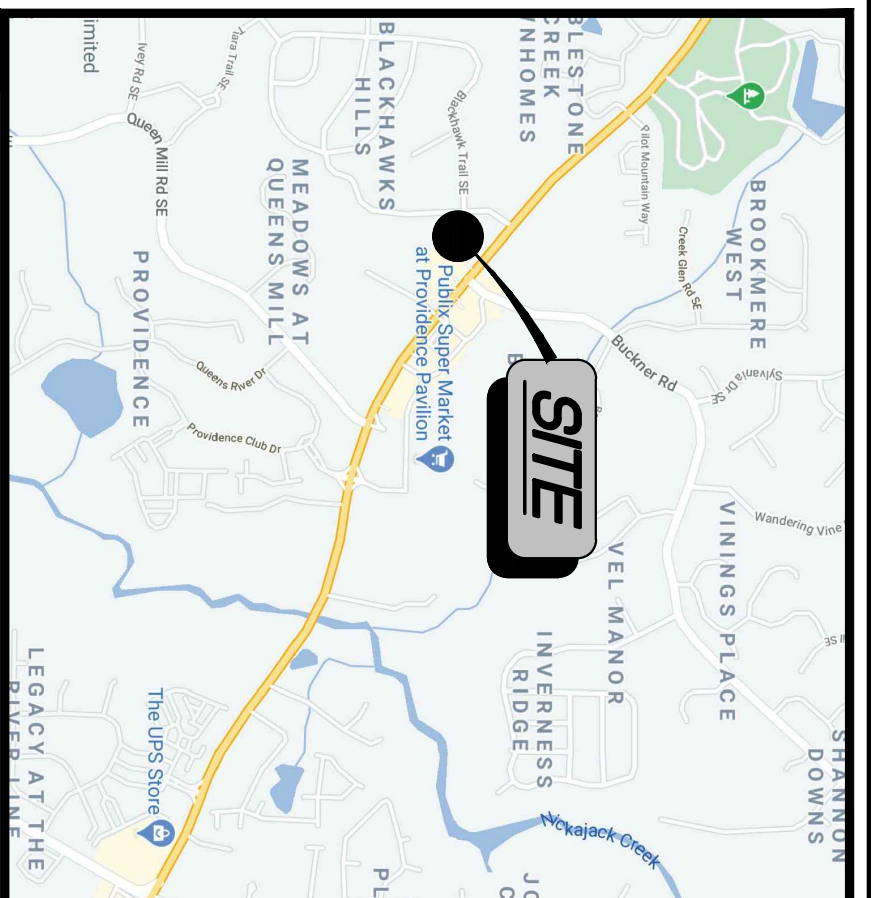
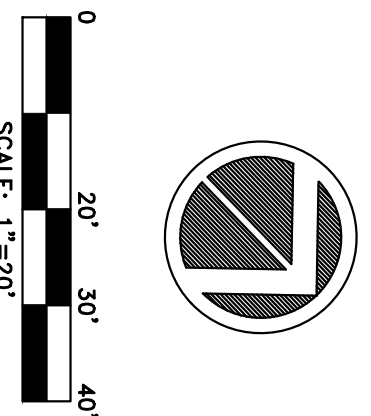
PROPOSED GRASSED AREA: 0.40 ACRES

PERCENT IMPERVIOUS: 63.6%

**811**

Know what's below.  
Call before you dig.  
Dial 811

LINE	BEARING	DISTANCE
1	S00°34'37\"/>	



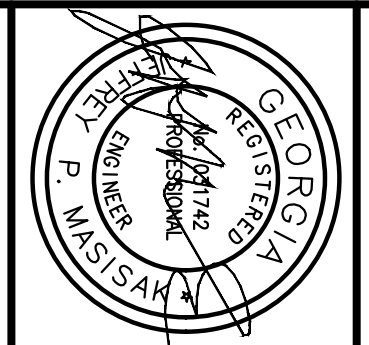
**SITE LEGEND**

	PROPERTY LINE
	EASEMENT LINE
	SETBACK LINE
	WOODEN FENCE
	CHAIN LINK FENCE
	CONCRETE SIDEWALK (SEE DETAIL)
	CONCRETE CURB AND GUTTER (SEE DETAIL)
	CONCRETE CURB (SEE DETAIL)
	STOP BAR (PAVEMENT MARKING)
	TRAFFIC FLOW ARROW (PAVEMENT MARKING)
	"NO PARKING FINE LINE" SIGN
	"YIELD" (PAVEMENT MARKING)
	DIRECTIONAL ARROWS (PAVEMENT MARKING)
	"ONLY" DIRECTIONAL ARROW (PAVEMENT MARKING)
	"STOP" SIGN (81-1)
	VAN HANDICAP SIGN AND DESIGNATED VAN STALL
	WHEEL STOP
	ADA, STD HANDICAP RAMP
	RELOCATED LIGHT POLE
	GROUP OF FOUR GUARD POSTS
	RETAINING WALL (LENGTH AT STABD) BY OTHERS
	HEAVY DUTY PAVING
	CONCRETE DUMPSTER PAD LOCATION (6\"/>

PROJECT NUMBER:	21-0019
DATE:	FEBRUARY 19, 2021
C-04	

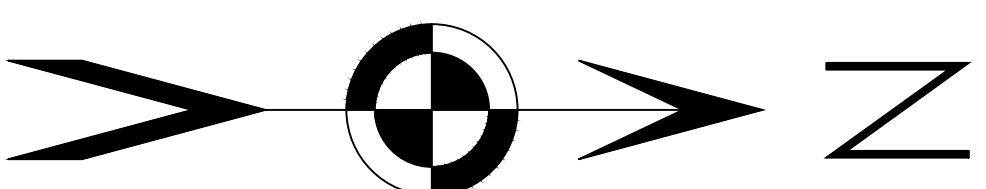


MASS ENGINEERING AND CONSULTANTS, LLC.  
3459 ACWORTH DUE WEST ROAD, SUITE 565  
ACWORTH, GEORGIA 30101  
PHONE: 404.850.7790 EXT. 901  
WWW.MASS-ENG.COM  
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**AUTOZONE DEVELOPMENT**  
830 VETERANS MEMORIAL HIGHWAY, MABELTON, GA 30126  
PREPARED FOR:  
**STREAMLINE DEVELOPMENT PARTNERS**  
PARCEL NO.: 18016500240  
LAND LOTS: 68 AND 165, 18TH DISTRICT, 2ND SECTION  
COBB COUNTY, GA





GRID NORTH  
GA WEST  
SURVEY NOTE 6

GRAPHIC SCALE



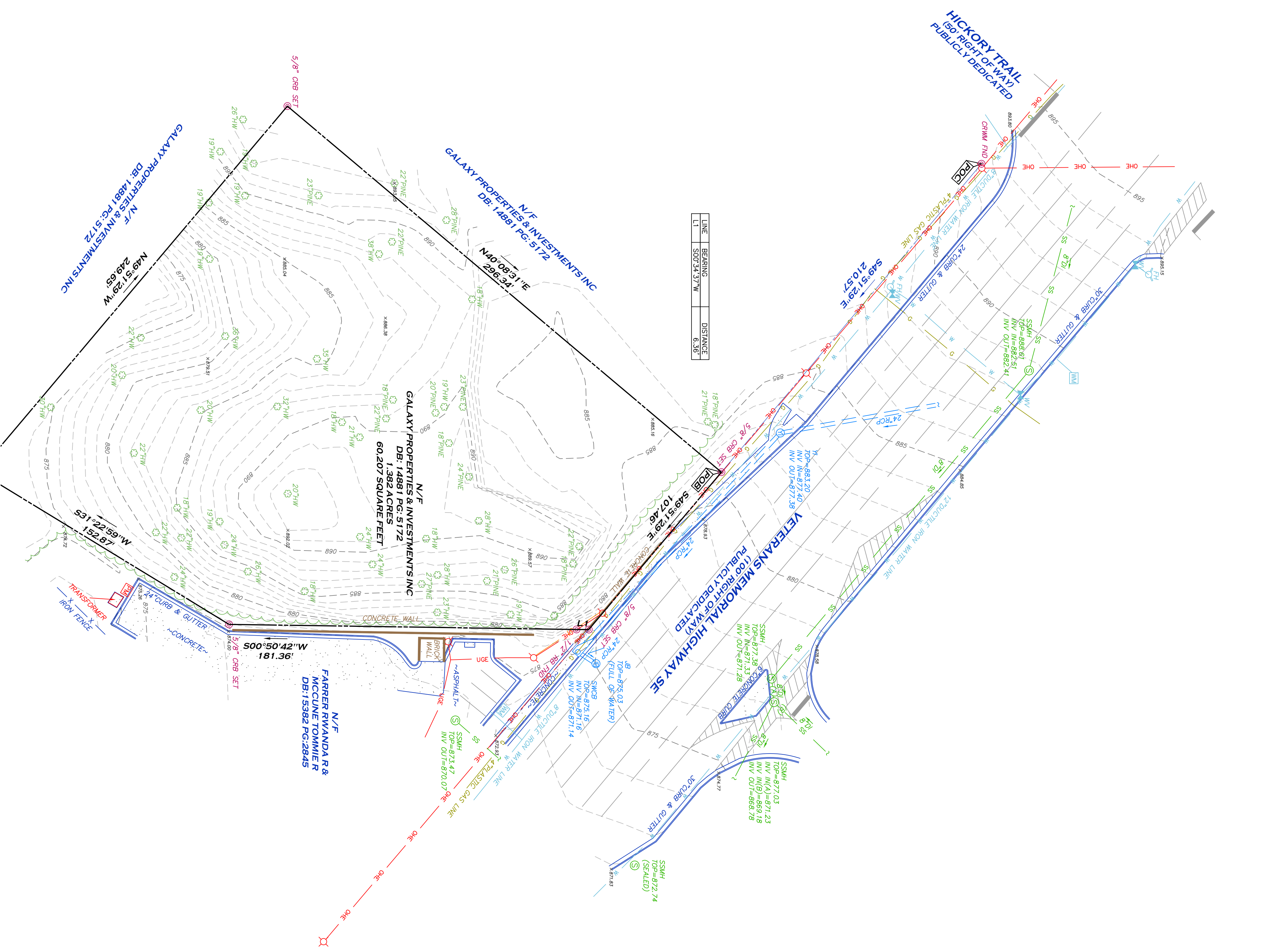
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 165 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A 1/4 CONCRETE RIGHT OF WAY HORIZONTAL EASMENT AND A 100-FOOT PUBLICLY DEDICATED RIGHT OF WAY OR HIGHWAY (HAVING A 50-FOOT PUBLICLY DEDICATED RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY OF VETERANS MEMORIAL HIGHWAY (HAVING A 100-FOOT PUBLICLY DEDICATED RIGHT OF WAY), THENCE LEAVING SAID INTERSECTION AND CONTINUING SOUTH 81°36' WEST TO A 5/8-INCH CARPED REAR SET, DISTANCE OF 210.97 FEET TO A 5/8-INCH CARPED REAR SET SAID REAR BEING THE TRUE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID RIGHT OF WAY OF VETERANS MEMORIAL HIGHWAY SOUTH 49 DEGREES 51 MINUTES 29 SECONDS EAST A DISTANCE OF 107.46 FEET TO A 5/8-INCH CARPED REAR SET, THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS WEST A DISTANCE OF 6.36 FEET TO A 1/2-INCH REAR FOU... (text continues with bearings and distances)

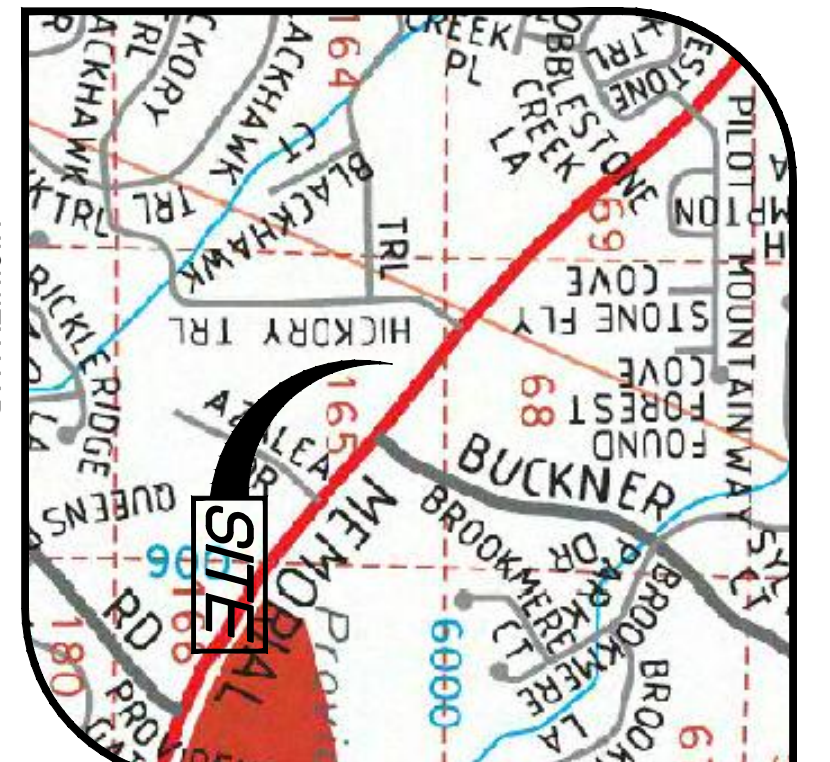
SURVEYOR'S CERTIFICATION

THIS PLAT IS A REITRACEMEN OF AN EXISTING PARCEL OR PARCELS AND HAS BEEN MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED SURVEYOR IN THE STATE OF GEORGIA. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS OR OTHER INSTRUMENTS WHICH CREATED THIS PLAT DOES NOT MEAN APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR THE REVISIONS THEREOF. THE UNDERSIGNED AND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETS WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN O.C.G.A. SECTION 44-1-1. THE SURVEYOR IS NOT PROVIDING PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 44-1-1.

Signature of W. F. Lowery  
Georgia Registered Professional Land Surveyor  
No. 3109  
W. F. Lowery  
Georgia RLS 3109  
Registered Professional Land Surveyor



LINE	BEARING	DISTANCE
LT	S03°54'31"W	6.36



SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED APRIL 28, 2021.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 41,368" WITH AN ANGULAR ERROR OF 3.3 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A NIKON NPL-322 TOTAL STATION, TOPCON HIRER SR GPS RECEIVER AND GARMIN SURVEYOR DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 538,933.6".
- 5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 13067C0218R AND 13067C0217A, WITH A DATE OF COMMUNITY NUMBER 130652. IN COBB COUNTY STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TOPCON HIRER SR GPS RECEIVER UTILIZING NETWORK OPERATING SYSTEM PROVIDED BY THE FEDERAL BUREAU OF SURVEYING, NATIONAL STANDARD FOR GEOSPATIAL DATA COMMITTEE PART 3: NATIONAL STANDARD FOR GEOSPATIAL DATA, HORIZONTAL AND 3D FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) UTILITIES SHOWN PER MARKINGS PLACED BY UTILITIES-MARKING, LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN GENERAL WARRANTY DEED RECORDED IN DEED BOOK 14881, PAGE 5172, COBB COUNTY RECORDS.
- 9) SUBJECT PROPERTY HAS DIRECT ACCESS TO VETERANS MEMORIAL HIGHWAY SE, BEING A PUBLICLY DEDICATED RIGHT OF WAY.
- 10) SUBJECT PROPERTY IS CONTIGUOUS TO ALL ADJACENT PROPERTIES AND RIGHTS OF WAY NO GAPS, GOMES, OR OVERLAPS ARE KNOWN TO EXIST.

LEGEND

(BEARING/DISTANCE)	PROPERTY LINE
B.S.L.	RECORD CALLS
(DASHED LINE)	BUILDING SETBACK LINE
(DOTTED LINE)	INDEX CONTOUR
(DASHED LINE)	MINOR CONTOUR
(DOTTED LINE)	WATER LINE
(DOTTED LINE)	SPOT ELEVATION
(DOTTED LINE)	OVERHEAD UTILITY LINE
(DOTTED LINE)	GAS LINE
(DOTTED LINE)	SANITARY SEWER LINE
(DOTTED LINE)	UNDERGROUND ELECTRIC LINE
(DOTTED LINE)	FENCE LINE
(DOTTED LINE)	STORM DRAIN PIPE
(DOTTED LINE)	WATER VALVE
(DOTTED LINE)	WATER METER
(DOTTED LINE)	PAVE HIGHWAY
(DOTTED LINE)	GAS METER
(DOTTED LINE)	POWER METER
(DOTTED LINE)	SANITARY SINKER MANHOLE
(DOTTED LINE)	DRAIN INLET
(DOTTED LINE)	SINGLE-WING CATCOW BASIN
(DOTTED LINE)	JUNCTION BOX
(DOTTED LINE)	CAPPED REAR
(DOTTED LINE)	FOUND
(DOTTED LINE)	MONITORING WELL
(DOTTED LINE)	LIGHT POLE
(DOTTED LINE)	SIGN
(DOTTED LINE)	TREE

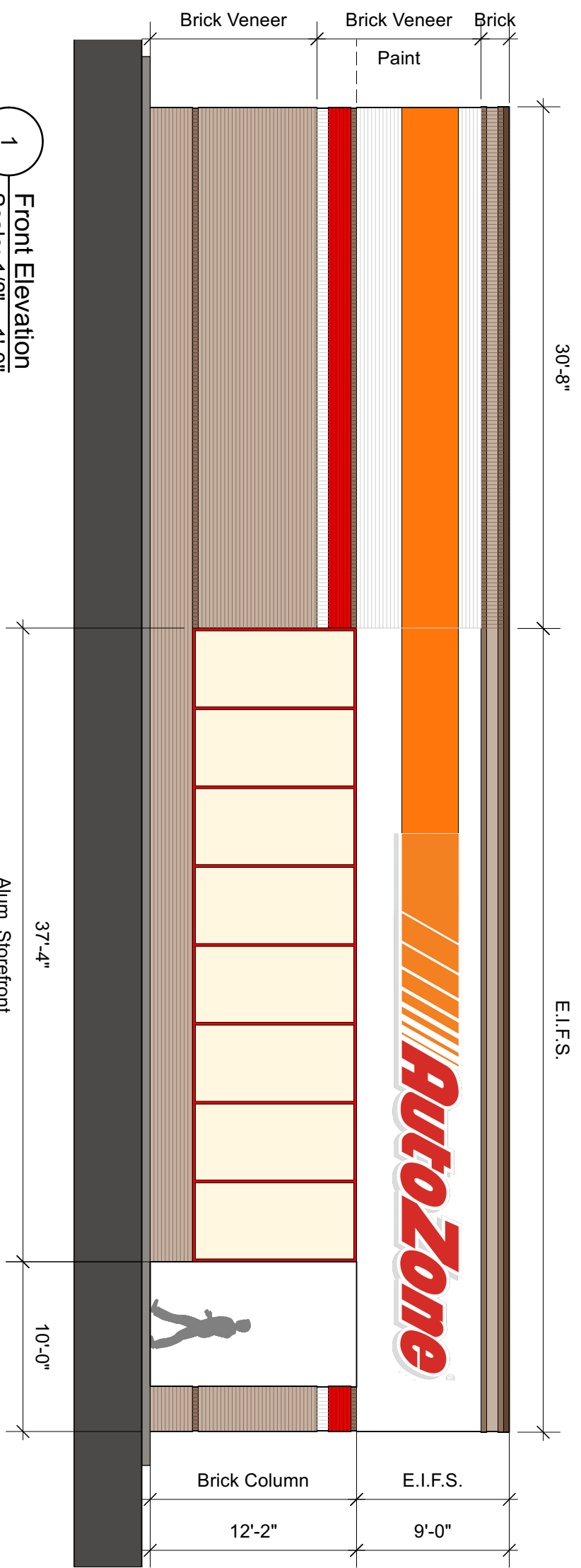
	BOUNDARY & TOPOGRAPHIC SURVEY OF: 830 VETERANS MEMORIAL HIGHWAY SE MABLETON GA, 30126	PREPARED FOR: STREAMLINE DEVELOPMENT PARTNERS	LOWERY & ASSOCIATES LAND SURVEYING, LLC 317 GRASSDALE ROAD CARTERSVILLE, GA 30121 770-334-8186 WWW.LOWERYLANDSURVEYS.COM INFO@LOWERYLANDSURVEYS.COM GEORGIA C.O.A.: LSF-00102	
	DATE: MAY 3, 2021	STATE: GEORGIA		COUNTY: COBB
	JOB #: 21262 SCALE: 1"=30'	LAND LOT: 165		DISTRICT: 18

All that tract or parcel of land lying in and being in Land Lot 165 of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

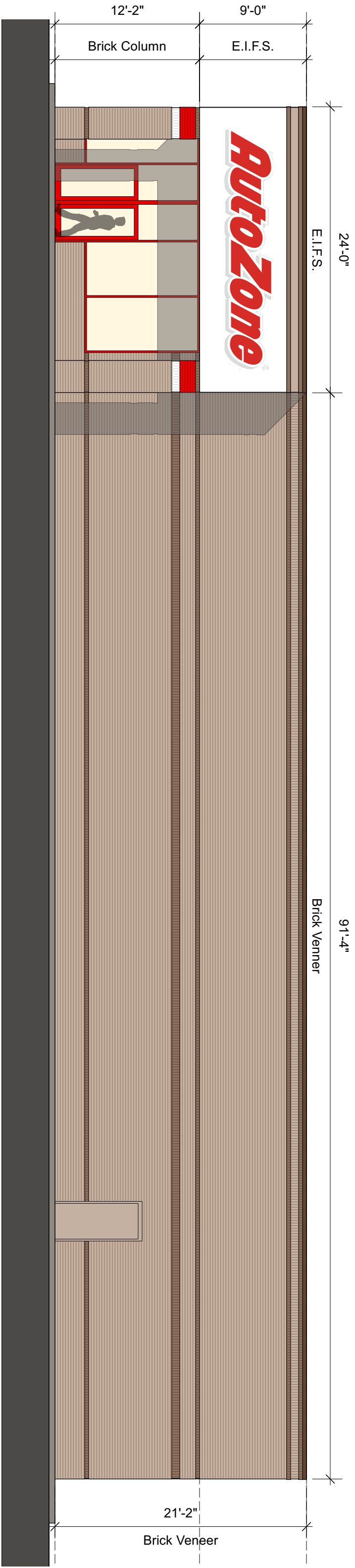
Commencing at a concrete right of way monument found at the intersection of the southeasterly right of way of Hickory Trail (having a 50-foot publicly dedicated right of way) and the southwesterly right of way of Veterans Memorial Highway (having a 100-foot publicly dedicated right of way), thence leaving said intersection and continuing along said right of way of Veterans Memorial Highway South 49 degrees 51 minutes 29 seconds East a distance of 210.57 feet to a 5/8-inch capped rebar set, said rebar being the TRUE POINT OF BEGINNING.

Thence continuing along said right of way of Veterans Memorial Highway South 49 degrees 51 minutes 29 seconds East a distance of 107.46 feet to a 5/8-inch capped rebar set; Thence leaving said right of way of Veterans Memorial Highway South 00 degrees 34 minutes 37 seconds West a distance of 6.36 feet to a 1/2-inch rebar found; Thence South 00 degrees 50 minutes 42 seconds West a distance of 181.36 feet to a 5/8-inch capped rebar set; Thence South 31 degrees 22 minutes 59 seconds West a distance of 152.87 feet to a 5/8-inch capped rebar set; Thence North 49 degrees 51 minutes 29 seconds West a distance of 249.65 feet to a 5/8-inch capped rebar set; Thence North 40 degrees 08 minutes 31 seconds East a distance of 296.34 feet to a 5/8-inch capped rebar set on said right of way of Veterans Memorial Highway, said rebar being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.382 acres (60,207 square feet).



1 Front Elevation  
Scale: 1/8" = 1'-0"

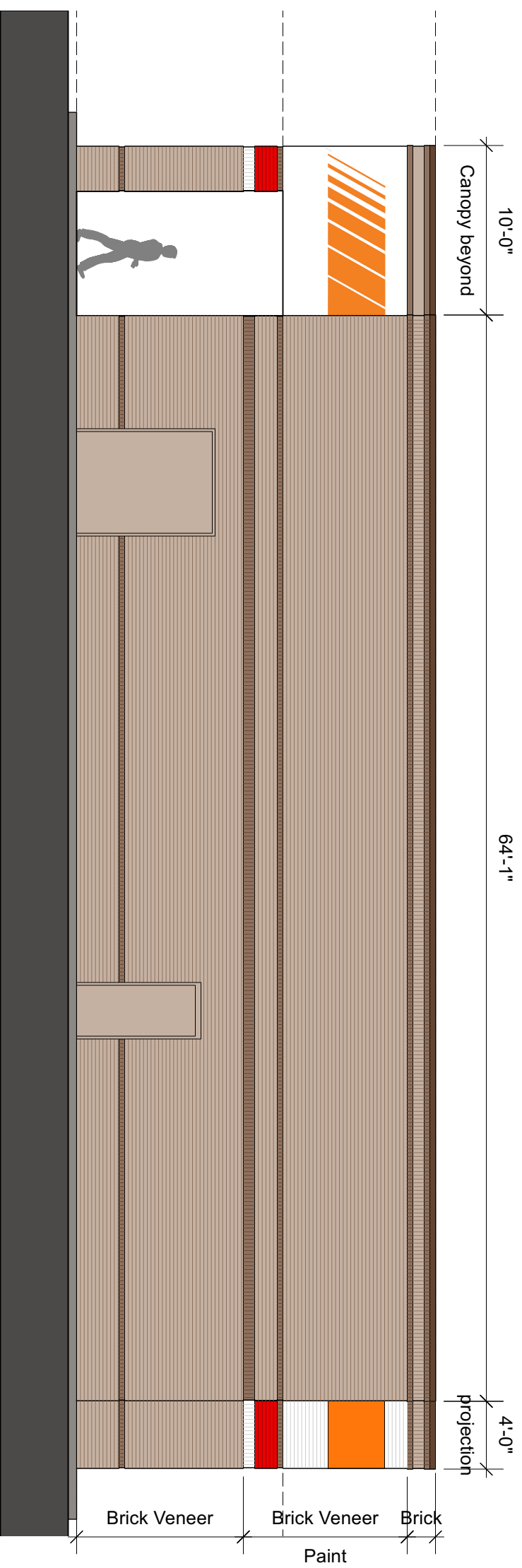


2 Side Elevation  
Scale: 1/8" = 1'-0"

Schematic Exterior Elevations  
06/07/21

AutoZone  
Mableton, Georgia

BLACKMON ROGERS  
ARCHITECTS LLC

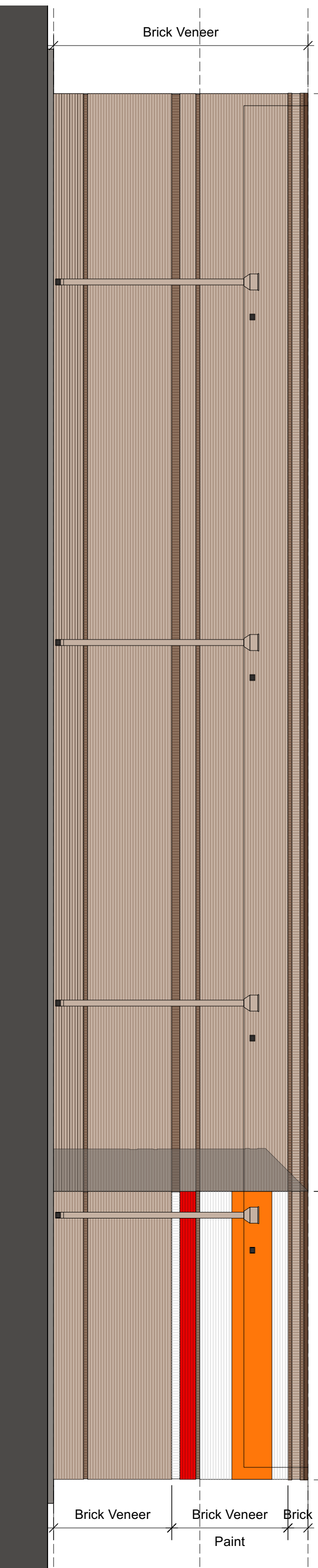


1 Rear Elevation  
Scale: 1/8" = 1'-0"

91'-4"

24'-0"

4'-0" projection

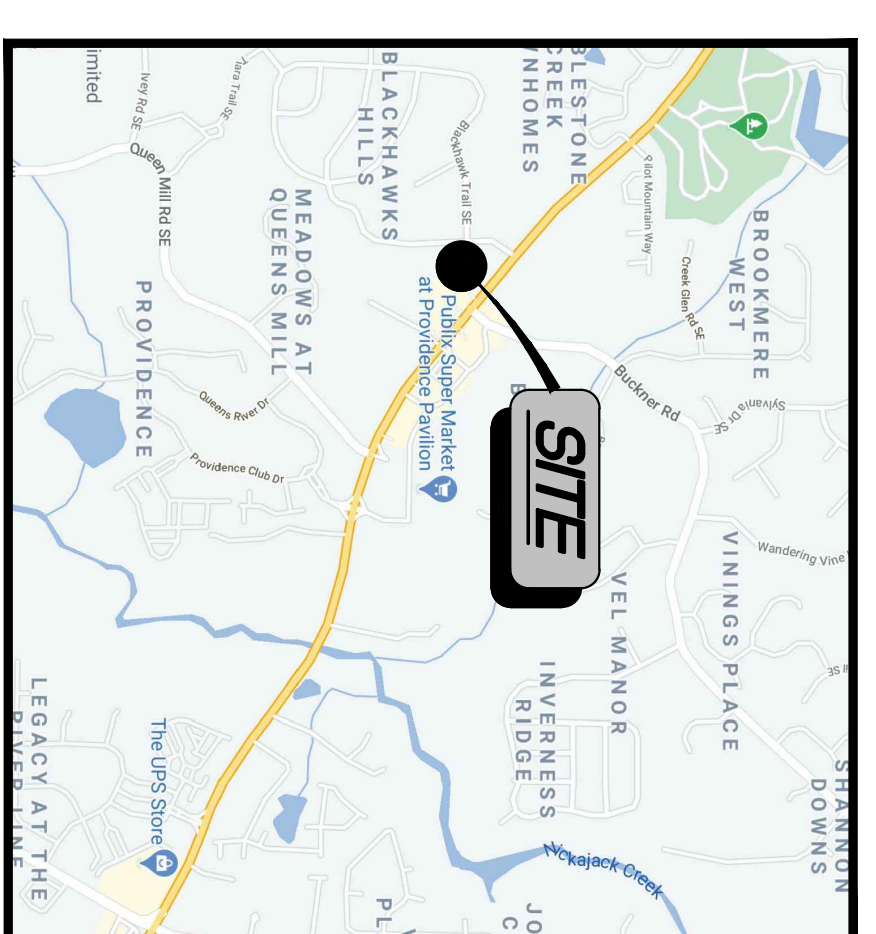
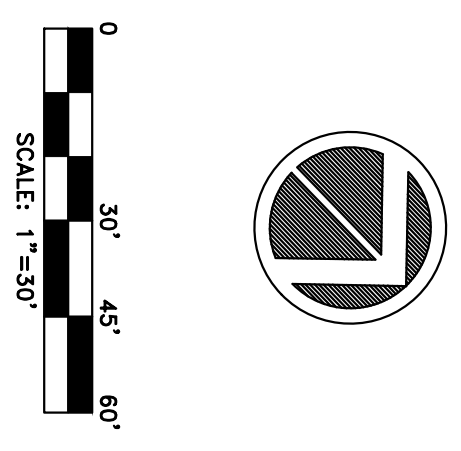
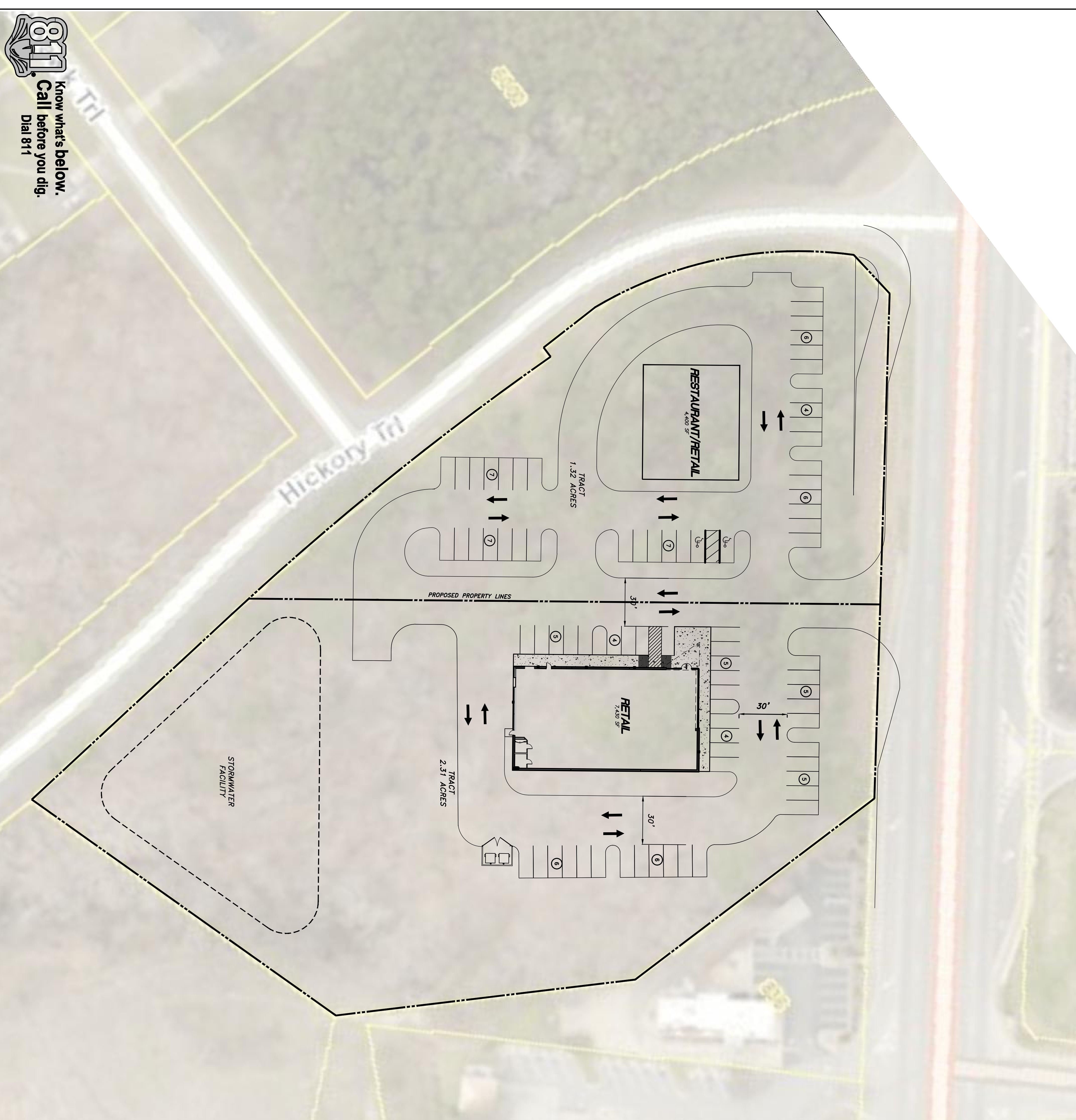


2 Side Elevation  
Scale: 1/8" = 1'-0"

Schematic Exterior Elevations  
06/07/21

AutoZone  
Mableton, Georgia

BLACKMON ROGERS  
ARCHITECTS LLC



**PARKING RATIO**

	BUILDING SQ FT	REQ SPACES	PROVIDED SPACES
AUTOZONE	7,450	37	40
RETAIL	2,200	11	13
RESTAURANT	2,200	22	24
TOTAL	11,850	70	77

- SITE LEGEND**
- PROPERTY LINE
  - EASEMENT LINE
  - SETBACK LINE
  - WOODEN FENCE
  - CHAIN LINK FENCE
  - CONCRETE SIDEWALK (SEE DETAIL)
  - CONCRETE CURB AND GUTTER (SEE DETAIL)
  - CONCRETE CURB (SEE DETAIL)
  - STOP BAR (PAVEMENT MARKING)
  - TRAFFIC FLOW ARROW (PAVEMENT MARKING)
  - "NO PARKING FIRE LANE" SIGN
  - "YIELD" (PAVEMENT MARKING)
  - DIRECTIONAL ARROWS (PAVEMENT MARKING)
  - "ONLY" DIRECTIONAL ARROW (PAVEMENT MARKING)
  - "STOP" SIGN (R1-1)
  - VAN HANDICAP STALL AND DESIGNATED VAN STALL
  - WHEEL STOP
  - A.D.A. STD HANDICAP RAMP
  - RELOCATED LIGHT POLE
  - GROUP OF FOUR GUARD POSTS
  - RETAINING WALL (LENGTH AT SWRB) BY OTHERS
  - HEAVY DUTY PAVING
  - CONCRETE DUMPSTER PAD LOCATION (6" THICK)
  - PARKING SPACE COUNT 9'x18'
  - COMPACT PARKING SPACE 8'x18' & 8'x16'
  - STORM SEWER GATE
  - SITE LIGHTING FIXTURES
  - RIGHT-OF-WAY TO BE DEDICATED

THIS CONCEPTUAL DESIGN SHOULD BE UTILIZED AS A GRAPHICAL REPRESENTATION OF A POSSIBLE DESIGN CHOICE. THE INFORMATION ON THIS PLAN WAS DESIGNED FROM LIMITED MATERIAL AND HAS ITS INACCURACIES THEREFORE IT NEEDED HAS BEEN REVIEWED AND INCORPORATED.

**COBB COUNTY  
STATE OF GEORGIA**

**AUTOZONE SAFETY PLAN**

**(Z-47 [2021])**

This Safety Plan is being submitted to Cobb County's District 4 Commissioner pursuant to stipulations/conditions regarding a Rezoning Application which will be considered by the Cobb County Board of Commissioners ("BOC") on July 20, 2021 (No. Z-47 [2021]). The Safety Plan addresses the security and response-management needs associated with the proposed construction and development of an AutoZone Store.

**I. ON-SITE MANAGEMENT**

The day-to-day operations of the AutoZone Store will be managed by a Property Manager ("Manager") who has specific expertise in security and response-management needs within the Industry within which AutoZone operates. Additionally, the Manager, management and maintenance staff will maintain 24-hour emergency on-call protocols and be available to address security and/or other issues.

- After-hours contact information, which includes the phone number and other contact information for the Manager will be posted on the AutoZone Store's website upon completion of the construction and the issuance of the appropriate permits. Additionally, to the extent permitted by the Sign Ordinance, a visible sign will be installed near the entrance of the AutoZone Store which will include the name of the Manager, contact information and an after-hours telephone contact number for emergencies.
- The Manager and the on-site management team shall keep a log of comments or complaints received, the date and nature of the comments or complaints and how they were addressed from a security and response-management perspective. The AutoZone Store's Manager shall make the log available for review by the District Commissioner, the BOC and County Staff during normal business hours upon advance request.

As part of their respective employment, each employee will review and sign an acknowledgement of the security rules and regulations which are designed to acquaint employees with the community and the AutoZone Store and in order to define policies and procedures. The Manager and the property management staff shall be responsible for enforcing rules and regulations and for the physical management of the property, including regular maintenance and emergency repairs and the updating of security components as needed or as necessary.

# AUTOZONE

## Safety Plan

The AutoZone Store and its Manager shall provide the staff and employees with appropriate training and consult with law enforcement agencies regarding available training programs which are offered. An Emergency Preparedness and Disaster Recovery Plan for the AutoZone Store will be created and each member of the property management team and/or employees will be trained on how to respond in an emergency, a disaster or during the potential commission of a crime.

### II. SECURITY

The AutoZone Store's management and maintenance staff will maintain 24-hour emergency on-call protocols, with the Manager being available to respond to emergency calls. The Manager and management staff will conduct crime prevention and awareness programs covering security in commercial buildings, common areas and parking lots. If and when crime incidents occur, the Manager, on-site management and maintenance staff and individual employees will be alerted with a formal electronic communication via texts and/or emails from the Manager.

Strategically positioned video surveillance cameras and associated signage will be installed on and within the AutoZone Store to deter improper activity. Selected entrances and the vehicular points of ingress/egress will have camera surveillance to record when people enter and exit the property/building. There will also be security cameras around and within the AutoZone Store in places to provide visual surveillance and coverage of parking and canopy/fuel dispensing areas.

The parking lot area, landscaped areas and other components of the Subject Property will be maximally lighted in accordance with applicable Codes. The Manager and the management staff will regularly inspect the property to ensure that all lights are in working condition.

### III. PARKING

Parking on the property will be permitted by authorized employees and staff and, of course, customers. To the extent permitted by applicable law, parking enforcement and fines will be assessed to violators to cover the cost of enforcing the rules and to prevent the storage and/or abandonment of non-compliant and/or nonoperational vehicles on the property. Customers and employees of the AutoZone Store shall be required to park their vehicles on the property but not in the adjacent developments, properties or within rights-of-way.

### IV. OPERATING PARAMETERS

The AutoZone will institute and enforce operating hours for the AutoZone Store to ensure a safe and secure environment for all employees and customers. The hours of operation shall be Monday through Saturday from 7:30 a.m. until 9:00 p.m. and on Sundays from 9:00 a.m. until 9:00 p.m. Said time frame may be adjusted to address needs which may arise during the operations of the AutoZone Store.

V. PROPERTY RULES

- The AutoZone Store on the Subject Property shall be a smoke-free environment.
- Gatherings within the parking areas and landscaped areas as well as loitering within and outside of the AutoZone Store shall be strictly prohibited.
- To the extent not in conflict with State and Local Laws, the improper use of guns or weapons shall be prohibited.
- No posting or hanging of materials on interior/exterior surfaces without approval of the Manager.
- All trash and recyclables are to be disposed of in the proper containers which shall be emptied regularly and completely.
- Windows, doors and entry ways shall not be obstructed.

VI. PROHIBITED ITEMS

- Firearms or other weapons (real or fake).
- Drugs and drug paraphernalia.
- Solicitations.
- Hazardous chemicals, fireworks, and illegal substances of any kind.
- Those items or uses incorporated into the Rezoning of the Subject Property.

Respectfully submitted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SAMS, LARKIN & HUFF, LLP

By: \_\_\_\_\_

GARVIS L. SAMS, JR.  
Attorney for Applicant



Exhibit B  
Reciprocal Easement Agreement

Prepared by and when recorded  
return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECIPROCAL EASEMENT AGREEMENT  
WITH COVENANTS AND RESTRICTIONS**

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "A"), and \_\_\_\_\_ (hereinafter referred to as "B").

**WITNESSETH:**

WHEREAS, A is the owner of that certain tract or parcel of land lying and being in \_\_\_\_\_ County, \_\_\_\_\_, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "A Tract"); and

WHEREAS, B is the owner of that certain tract or parcel of land contiguous to the A Tract and lying and being in \_\_\_\_\_ County, \_\_\_\_\_, and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter referred to as the "B Tract"; the A Tract and the B Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, A and B desire to establish certain easements and rights benefiting and burdening Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, A and B do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in this Agreement shall be for the benefit of the Tracts and their owners, and shall run with the land and be binding upon the Tracts and their owners. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

1. Easements. A hereby grants and conveys to B, for the benefit of and as an appurtenance to the B Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the easement area identified in Exhibit "C" attached hereto (the "Easement Area") and located on the A Tract for the purposes of pedestrian and vehicular access, ingress and egress, together with the obligation, of maintaining and repairing that portion of the Easement Area located on the A Tract. B hereby grants and conveys to A, for the benefit of and as an appurtenance to the A Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the Easement Area located on the B Tract for the purposes of pedestrian and vehicular access, ingress and egress, together with the obligation, of maintaining and repairing that portion of the Easement Area located on the B Tract. In no event shall the Easement Area be altered or changed in any manner without the written consent of the parties hereto.

Each of A and B hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, those portions of the Easement Area located on its respective Tract, including any driveways, curbing, paving and lighting located therein. In the event that either party defaults in its obligation to so maintain the portions of the Easement Area lying on its Tract, then the non-defaulting owner shall have a temporary easement to enter upon the defaulting owner's property and the right to perform such maintenance upon ten (10) days advance written notice on behalf of the defaulting owner and the defaulting owner shall reimburse the non-defaulting owner within ten (10) days of receipt of invoice for same. If the defaulting owner fails to reimburse the amount owed to the non-defaulting owner for said repairs performed by the non-defaulting owner within thirty (30) days following the date of written demand for reimbursement (the "Demand"), then the amount, together with interest thereon at the lesser of twelve percent (12%) per annum from date of invoice or demand, or the maximum interest rate allowed under applicable law, and other costs of collection thereof, (including, without limitation, reasonable attorneys' fees and expenses actually incurred), which Demand, upon recordation in the real estate records of Cobb County, Georgia, shall become a continuing lien on property owned by such defaulting owner, enforceable by the repairing owner in accordance with applicable law. Upon payment of the amount of the Demand, the non-defaulting party shall record in the real estate records of Paulding County, Georgia a full release of any recorded Demand. All rights granted in this Section 2 shall also be deemed granted to each Tract owners' successors, assigns and tenants/lessees.

A and B do further agree that no party hereto shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the A Tract and the B Tract or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein. This Agreement does not dedicate the easements created herein to the general public, nor does this Agreement restrict the use and development of the A Tract or the B Tract except as stated herein. It is the intent of this Agreement to grant reciprocal easements over the Easement Area without limiting the right of A and of B to alter, demolish, redevelop or, subject to the provisions of this Paragraph 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

2. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

3. Insurance and Indemnification. Each of A and B shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Georgia. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. A shall indemnify and hold B harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by B in connection with the exercise by A of the easements and rights created herein, except to the extent caused by the negligence or willful act of B, its employees, tenants, contractors, agents or licensees. B shall indemnify and hold A harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by A in connection with the exercise by B of its easements and rights created herein, except to the extent caused by the negligence or willful act of A, its employees, tenants, contractors, agents or licensees.

4. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, A and B hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. A and B agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time.

Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

5. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

6. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Georgia. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, affiliates, assigns or assignees is leasing the property. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, A and B have set their hands and seals as of the day, month and year first above written.

[Insert correct Notary Acknowledgement for State in which Tracts are located]

A: DocuSigned by:  
Mohammed Ilyas  
0DC6C6C20E594B9...

a \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

B: DocuSigned by:  
Joe Pegram 4/8/2021  
8763B3C5B2A74FF...

a JDP \_\_\_\_\_

By: Joe Pegram \_\_\_\_\_

Title: Manager \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)



EXHIBIT "A-1"

Legal Description of A Tract

EXHIBIT "B-1"

Legal Description of B Tract

EXHIBIT "C"

Site Plan



DS  
M

Seller's Initials \_\_\_\_\_  
03642096

DS  
JDP  
Purchaser's Initials \_\_\_\_\_