

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Agenda

Thursday, July 23, 2026

6:30 PM

2nd Floor Conference Room

Zoning Board of Appeals

Michael Walsh, Chair

Bob Evely, Vice Chair

Naim Harrison

Taylor Walker

Eleanor Gilchrist

- A. **Call to Order**
- B. **Roll Call**
- C. **Presentation of previous meeting minutes for acceptance and acceptance of the agenda as presented for the scheduled meeting.**

Zoning Board of Appeals — Regular Meeting Minutes — June 25, 2026, 6:30 PM

- D. **Ongoing Business — None**

- E. **New Business**

- 1. **2026-267: Appeal of Community Development Director's Decision (2090 Beaver Ruin Road)**

The appellant is seeking to appeal the Community Development and Planning Director's decision regarding the interpretation that motor vehicle-related sales and service operations are not permitted as of right in the C2 General Business zoning district.

Attachments:

- 1. Staff Report
- 2. Rejection of Certificate of Occupancy
- 3. Request to Appeal
- 4. List of Terminated Licenses for 2090 Beaver Ruin Road
- 5. List of Active Licenses for 2900 Beaver Ruin Road
- 6. Fire Marshal Certificate of Occupancy
- 7. Lease Agreement

- 2. **2026-268: Appeal of Community Development Director's Decision (5386 Buford Highway)**

The appellant is seeking to appeal the Community Development and Planning Director's decision regarding the interpretation that motor vehicle-related sales and service operations are not legal nonconforming at 5386 Buford Highway.

Attachments:

- 1. Staff Report
- 2. Request to Appeal
- 3. Concept Plan Proposal
- 4. Active License for Auto Services
- 5. Proposed Building
- 6. Letter from the Community Development and Planning Director, Helen Balch

3. 2026-269: Appeal of Community Development Director's Decision (145 Autry Street)

The appellant is seeking to appeal the Community Development and Planning Director's decision regarding the interpretation that personal service uses such as a barbershop and beauty parlor are not legal nonconforming at 145 Autry Street.

Attachments:

1. Staff Report
2. Request to Appeal
3. Rejection of Certificate of Occupancy
4. Active Licenses

F. ADDITIONAL INPUT AND/OR DISCUSSION NOT OTHERWISE ADDRESSED BY THIS AGENDA**G. Adjourn**

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Minutes

Thursday, June 25, 2026

6:30 PM

2nd Floor Conference Room

Zoning Board of Appeals

Michael Walsh, Chair

Bob Evely, Vice Chair

Naim Harrison

Taylor Walker

Eleanor Gilchrist

A. Call to Order

The meeting was called to order at 6:30 PM by Chair Michael Walsh.

B. Roll Call

Attendee Name	Title	Status	Arrived
Michael Walsh	Chair	Present	
Bob Evelyn	Vice Chair	Present	
Naim Harrison	Board member	Present	
Eleanor Gilchrest	Board member	Present	
Taylor Walker	Board member	Not Present	

C. Presentation of previous meeting minutes for acceptance and acceptance of the agenda as presented for the scheduled meeting.

A motion to approve the May 28, 2026, Zoning Board of Appeals Meeting Minutes.

RESULT: APPROVED [UNANIMOUS] 4-0

MOVER: Michael Walsh, Chair

SECONDER: Naim Harrison, Board Member

AYES: Walsh, Gilchrest, Harrison, Evelyn

ABSENT: Taylor Walker, Board Member

D. Ongoing Business

1. 2026-168: ZBA2026-003

Staff Presentation

Staff presented the findings of the variance requested, which was a request for relief from Chapter 200 – Land Use and Zoning, Article 2 – Supplemental and Accessory Use Standards, Section 202-2.h.1.b, Supplemental Use Standards, requesting relief from the provision that no fence shall extend into or across the front yard of any residence in the National Historic District or Local Historic District.

Board Action / Motion

The Zoning Board of Appeals voted to approve the request with the following conditions, revising Condition No. 2 as stated below:

1. The variance granted shall allow a fence no taller than four (4') feet to be in the front yard of a property located within the National Historic District.
2. Fence shall be setback from the edge of the property line.
3. A fence permit shall be applied for with the Community Development Department prior to installation.
4. Materials shall be consistent with the renderings included in this analysis.

RESULT: APPROVED [UNANIMOUS] 4-0

MOVER: Michael Walsh, Chair

SECONDER: Bob Evelyn, Vice Chair

AYES: Walsh, Harrison, Evelyn, Gilchrest

ABSENT: Taylor Walker, Board Member

E. New Business

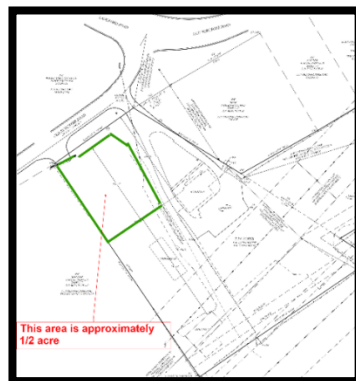
1. 2026-226: Appeal of Community Development Director's Decision

Item Summary

The above-styled appeal came before the Zoning Board of Appeals for the City of Norcross (the "ZBA") on June 25, 2026. This appeal sought to challenge the Director of Community Development's determination that Unified Development Ordinance (the "UDO") § 202-2(c)(4) precludes granting a variance from the screening and distance requirements for outdoor storage. The subject property is located at 5324 Old Norcross Road, Norcross, Georgia (PIN: 6241 010).

Having considered the evidence and arguments presented at the hearing, the following findings were presented:

- The Property is located within the City of Norcross's municipal limits and is zoned in the Light Industrial (M1) Zoning District. Outdoor storage uses are permitted in the M1 zoning district; however, UDO § 202-2(c) imposes additional screening and distance requirements for such a use, including that outdoor storage shall not be located within a front yard of such properties.
- This appeal concerns the Appellant's intent to use an approximately 0.5-acre area on the Property for outdoor storage, specifically the parking of fleet vehicles. The Appellant depicts the subject area accordingly:



- The UDO defines a front yard as the space extending the full width of the lot between a principal structure and the street. Thus, the intended outdoor storage use, although not directly between the principal building and the street, would be within the Property's front yard by a strict application of the UDO.
- The Property borders a residential home on Green Valley Drive located in unincorporated Gwinnett County.
- Section 202-2(c)(4) of the UDO provides that "there will be no variances to the screening and distance requirements when abutting residential uses." Accordingly, the Community Development Director concluded that a variance could not be obtained as it applied to this Property and the subject outdoor storage area.

Board Action/ Motion

Given the facts and arguments presented at the hearing and the provisions contained in the UDO, the Zoning Board of Appeals concluded that obtaining a variance to the supplemental standards applicable to outdoor storage is permitted because UDO § 202-2(c)(4) does not apply to the Property given its abutting uses.

As a result, the Zoning Board of Appeals voted to overrule Community Development's interpretation.

RESULT: APPROVED [UNANIMOUS] 4-0

MOVER: Michael Walsh, Chair

SECONDER: Naim Harrison, Board Member

AYES: Walsh, Harrison, Evely, Gilchrest

ABSENT: Taylor Walker

The Zoning Board of Appeals also voted to grant a concurrent variance to allow for outdoor storage when abutting a residential use.

RESULT: APPROVED 3-1

MOVER: Michael Walsh, Chair

SECONDER: Bob Evely, Vice Chair

AYES: Walsh, Harrison, Evely

NAYS: Eleanor Gilchrest, Board Member

ABSENT: Taylor Walker, Board Member

F. ADDITIONAL INPUT AND/OR DISCUSSION NOT OTHERWISE ADDRESSED BY THIS AGENDA

G. Adjourn

The meeting adjourned at 7:19 PM by Chair Michael Walsh, seconded by Naim Harrison. The vote was unanimous, 4-0.



Appeal Request

Case Number	Appeal of Community Development and Planning Director's Decision
Hearing Date	July 23, 2026
Appellant	Jose Argueta
Property Location	2090 Beaver Ruin Road
Current Zoning	C2, General Business
Proposed Zoning	N/A
Character Area	Character Area 12: I-85 Activity Center
Site Acreage	0.43 acres
District	6
Land Lot	213
Parcel #	6213 083
Taxes Paid	N/A
Historic District	N/A

Appeal Request: The appellant is seeking to appeal the Community Development and Planning Director's decision regarding the interpretation that motor vehicle-related sales and service operations are not permitted as of right in the C2 General Business zoning district. Staff received a request for a Certificate of Occupancy for 2090 Beaver Ruin Road, Suite 900. According to the Finance Department, the last active business license for auto repair was terminated by the property owner on August 26, 2025. The email correspondence is attached to this analysis. Motor vehicle service uses are considered both permitted as of right and special uses in the C2 General Business district. When there is a discrepancy in the code, the more restrictive provision prevails which means the applicant would need to file for a Special Use Permit. The other remedy could be to rezone the property, since the future land use supports auto-related businesses. However, both a rezoning and special use permit remedy require consideration from Mayor and Council.

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Findings:

1. The granting of the appeal may cause substantial detriment to the public good or impair the purpose and intent of the UDO.

Staff recommends **DENIAL** of the appeal request.

Appeal (2090 Beaver Ruin Road)

Variance Criteria:

Please see below for the staff interpretation of the variance criteria. The applicant has also prepared answers to the variance criteria that can be viewed in the application.

Factor: (1) Whether there are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.

Analysis: There are no known extraordinary and exceptional conditions pertaining to the particular property in question due to size, shape or topography.

Supports Requested Use: No

Factor: (2) Whether the application of the UDO to this particular piece of property would create unnecessary hardship.

Analysis: Application of the UDO to this particular piece of property would not create an unnecessary hardship. Economic considerations may be taken into consideration as a hardship but shall not, of themselves, be the sole criteria upon which the Zoning Board of Appeals may grant a variance.

Supports Requested Use: No

Factor: (3) Whether such conditions are peculiar to the particular piece of property involved.

Analysis: Nonconforming uses exist throughout the City of Norcross so such conditions are not considered peculiar to the particular piece of property involved. Pursuing a rezoning to the M1-Light Industry district or a special use permit for such use(s) in the C2, General Business district can remedy the non-conformity for this user, current and future users.

Supports Requested Use: No

Factor: (4) Whether such conditions are the result of any actions of the property owner.

Analysis: The conditions can be considered the result of the actions of the property owner and tenant. Per Unified Development Ordinance Code Section 206-3: Nonconforming Uses, a business can lose its nonconforming status if it fails to obtain a new occupational tax certificate within six months of the closure of the previous non-conforming use or renew an existing occupational tax certificate per the city's prescribed renewal schedule for existing occupational tax certificates. The Certificate of Occupancy for auto repair in suite 900 is not tied to any active business licenses on file, therefore staff denied the request because an interpretation was made that a special use permit would be required. Pursuing a rezoning to the M1-Light Industry district or a special use permit for such use(s) in the C2, General Business district can remedy the non-conformity for this user, current and future users.

Appeal (2090 Beaver Ruin Road)

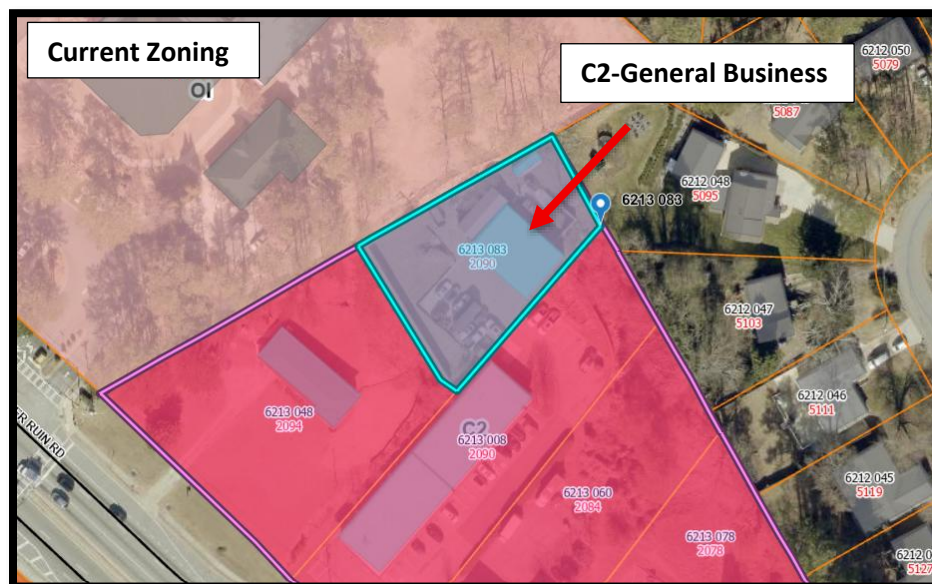
Supports Requested Use: No

Factor: (5) Whether the requested relief, if granted, would cause substantial detriment to the public good or impair the purpose and intent of the UDO.

Analysis: The requested relief, if granted, may cause substantial detriment to the public good or impair the purpose and intent of the Unified Development Ordinance. Per UDO section 206-1.b. It is the intent of this UDO to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this UDO that nonconforming uses shall not be enlarged upon, expanded nor extended, nor be used as a basis for additional structures or uses prohibited elsewhere in the same district. An auto repair use also requires a minimum of two (2) acres, and the property is listed at .43 acres.

Supports Requested Use: No

Appeal (2090 Beaver Ruin Road)





Appeal (2090 Beaver Ruin Road)

Current zoning district for the property

The C2 general business district is established to provide adequate space in appropriate locations along major streets, thoroughfares and at intersections for various types of business and service uses. These uses should include the retailing of major goods and services, general office facilities, and public functions that would serve a community area of several neighborhoods. Development of uses in the district characteristically occupies a larger area than in the C1 neighborhood business district because it is intended to serve a greater population and to offer a wider range of goods and services. Orientation and expansion of this district should occur as an increase in depth at major intersections rather than as a strip-like extension along the street or thoroughfare.

Supplemental Use Standards for Motor Vehicle Related Uses

(u) *Motor vehicle related uses.*

- (1) No reductions in buffer requirements are allowed when adjacent to a residential use.
- (2) Shall have a minimum lot size of two acres for all automotive related uses including car wash, auto repair, auto sales and auto rental.
- (3) Indoor auto repair shall be permitted provided:
 - a. The gross-square-foot area of the business in the building is less than 3,000 square feet.
 - b. No auto repairs are conducted outside the building.
 - c. No car sales or auto brokerage except in the CAR zoning district.
 - d. No outdoor air compressors.
 - e. No outdoor incidental uses such as carwashes.
 - f. All work on vehicles to be completed inside the structure.
 - g. The sides and rear of the business will be screened from view of surrounding properties with an opaque eight-foot fence.
 - h. Customer and employee parking allowed in the front.
- (4) All vehicles in sales lots are always in operating condition.
- (5) Motor vehicles for sale shall be parked in marked, striped spaces only, and only in areas designated for the display of vehicles for sale.
- (6) Motor vehicles for sale or rent cannot be parked in areas reserved for customer or employee parking.

Auto-Related Permitted as of Right Uses in C2

(8) *Motor vehicle related sales and service operations.*

- a. Auto parts store—no on-premise installation.
- b. Emissions inspection station.
- c. Motor vehicle service and fuel station.

Auto-Related Special Use Permit Uses in C2

(6) *Motor vehicle related sales and service operations.*

- a. Automobile vehicle rental.
- b. Car wash.
- c. Motor vehicle repair and maintenance—including painting and bodywork.
- d. Motor vehicle repair and maintenance—not including substantial bodywork.
- e. Motor vehicle sales or rental—with repair and bodywork as an accessory use.
- f. Motor vehicle service and fuel station.

Appeal (2090 Beaver Ruin Road)

Definitions offered for Motor Vehicle Related Uses

Motor vehicle related retail means any retail facility that primarily sells parts, accessories, tools, equipment, oils, and fluids for the maintenance of automobiles, motorcycles, trucks, and trailers.

Motor vehicle related use refers to any use primarily involving motor vehicle related retail (see definition), vehicle repair, vehicle service, vehicle maintenance, or vehicle sales.

Motor vehicle repair means any building, structure, improvements, or land used for the repair, service, and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles, not including body work or vehicle painting.

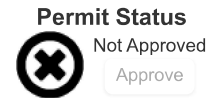
Motor vehicle sales means a facility that sells, rents, or leases new or used passenger vehicles, trucks, and other consumer motor vehicles such as motorcycles, boats, and recreational vehicles. Motor vehicle sales include auto broker businesses.



COO2026-033: Jose Argueta

2090 Beaver Ruin Rd, Suite 900

[Edit](#) [Renewal Notify](#)



Project Status : C Closed

Due Dates: [2026-04-27](#) [2026-05-14](#) [2026-06-05](#)

[Holds / Requirements \(4\)](#) [Details](#) [Open Files \(5\)](#) [Submittals \(1\)](#) [Communication](#) [Fees \(\\$0.00\)](#) [Inspections](#) [Other ▾](#)

Project Communication

Add general comments, site visit information, inspection information, meeting minutes, and emails to the project communicator. In order to add a new communication, select "New Comment". Select the appropriate comment type, and complete the information and submit.

[New Comment](#)

Scott, LeDarius

posted 2026-06-15 15:43:05 to

ARGU

The appeal request will be heard by the Zoning Board of Appeals on July 23, 2026. Full details have been sent to the appellant.

Scott, LeDarius

posted 2026-06-

The applicant stopped by to discuss his options, and he may file for an appeal.

Balch, Helen

posted 2026-06-10 19:52:03 to

ARGU

Hello,
The type of business you have submitted an application for is a Motor Vehicle related sales and service operations. Which require a Special Use Permit to be approved by the Planning and Zoning Board and Mayor and City Council through a public hearing that takes about three months. There is no records of any active business licenses for this type of use in 2026, therefore the use is not considered Existing Nonconforming.

For questions about the public hearing process, please email communitydevelopment@norcrossga.net.

Sec. 201-18(e)(6)

C2 special permit uses. The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental standards, as applicable.

(e) Motor vehicle related sales and service operations.

- Automobile vehicle rental.
- Car wash.
- Motor vehicle repair and maintenance?including painting and bodywork.
- Motor vehicle repair and maintenance?not including substantial bodywork.
- Motor vehicle sales or rental?with repair and bodywork as an accessory use.
- Motor vehicle service and fuel station.

This application will be closed out.

Thank you.

Balch, Helen

posted 2026-06-10 18:31:20 to

Scot



Scott, LeDarius

posted 2026-03-05 17:45:52 to

ARGU

Staff will need to verify the nonconforming status for an auto maintenance use in C2.

Displaying 1 to 5 of 5 Comments.

[New Comment](#)

[Print Details](#)

©2009 ePlan Solutions

EPS Version: 1.16.2 Build Date: 2025-03-10 00:39:23

Balch, Helen ([Administration Access](#))

[Generate Certificates](#)

Fw: (Coo2026-0033)

From Helen Balch <Helen.Balch@norcrossga.net>
Date Mon 6/15/2026 11:20 AM
To LeDarius Scott <LeDarius.Scott@norcrossga.net>



Helen Balch, AICP
Community Development & Planning Director

helen.balch@NorcrossGA.net

Office: 678.421.2003

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Jose Argueta <[REDACTED]>
Sent: Thursday, June 11, 2026 12:14 PM
To: Helen Balch <Helen.Balch@norcrossga.net>
Subject: (Coo2026-0033)

You don't often get email from [REDACTED] [Learn why this is important](#)

Caution: This email came from outside Norcross Networks. Do not open attachments or click on links if you do not recognize the sender.

Dear Helen,

I am writing to formally appeal the recent decision pertaining to the cancellation of the business license for the property situated at 2090 Beaver Ruin Road.

I wish to respectfully highlight the extensive operational history of this establishment. The repair shop located at this address has been an integral part of the community, operating continuously for over two decades. Furthermore, it is important to note that the business license in question was fully valid and active throughout the previous year.

My objective is to ensure the sustained operation of this long-standing business and to facilitate the retention of the license under my ownership.

I am confident that a comprehensive review of these circumstances will lead to a favorable reconsideration of the decision. Please advise if any additional documentation or information is required to support this appeal.

Thank you for your attention to this important matter.

[Sent from Yahoo Mail for iPhone](#)

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
--------	-------------	-------

RE: Business Check: 2090 Beaver Ruin Rd, Suite 900

From Jessica Stephens <Jessica.Stephens@norcrossga.net>

Date Mon 7/13/2026 4:27 PM

To LeDarius Scott <LeDarius.Scott@norcrossga.net>; Helen Balch <Helen.Balch@norcrossga.net>

Cc Business License <businesslicense@norcrossga.net>; Janneth Nidez <Janneth.Nidez@norcrossga.net>

Hey LeDarius,

Yes, all licenses were terminated by the owner. License 09990 - Electrical Voltage Contractor, was last active 2024 but terminated on **2/12/25**, license 09985 -Electrical Manufacturer, was renewed on 2/12/25 but terminated on **8/26/25**, license 05625 – Auto Repair Shop, was renewed on 1/29/25 and terminated on **8/26/25**. No other active license since then for STE 900. Let me know if you need anything further!

Regards,



Jessica Stephens

Tax & Revenue Supervisor

 Jessica.Stephens@NorcrossGA.net

 Office: 770.448.2122

 65 Lawrenceville St NW, Norcross, GA 30071

 www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: LeDarius Scott <LeDarius.Scott@norcrossga.net>

Sent: Monday, July 13, 2026 4:07 PM

To: Jessica Stephens <Jessica.Stephens@norcrossga.net>; Helen Balch <Helen.Balch@norcrossga.net>

Cc: Business License <businesslicense@norcrossga.net>; Janneth Nidez <Janneth.Nidez@norcrossga.net>

Subject: Re: Business Check: 2090 Beaver Ruin Rd, Suite 900

Hey Jessica,

For the auto repair use in Suite 900 at 2090 Beaver Ruin Road, did the previous tenant for auto repair terminate their own license? I'm assuming so but I wanted to be sure.

Thanks,

LeDarius Scott, AICP, CNU-A
Senior Planner
City of Norcross

Get [Outlook for iOS](#)

From: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Sent: Wednesday, 10 June 2026 14:14:50
To: Helen Balch <Helen.Balch@norcrossga.net>
Cc: LeDarius Scott <LeDarius.Scott@norcrossga.net>; Business License <businesslicense@norcrossga.net>; Janneth Nidez <Janneth.Nidez@norcrossga.net>
Subject: RE: Business Check: 2090 Beaver Ruin Rd, Suite 900

Helen,

The following were all located at STE 900,

05625 MASTER AUTO REPAIR – terminated 8/26/25 NAICS/76
09985 RELIABLE ELECTRICAL SOLUTIONS – terminated 8/26/25 – NAICS/36
09990 ELECTRICAL POWERFORCE MANGEMENT – terminated 2/12/25 – NAICS/238210

Regards,



Jessica Stephens

Tax & Revenue Supervisor

✉ Jessica.Stephens@NorcrossGA.net

☎ Office: 770.448.2122

📍 65 Lawrenceville St NW, Norcross, GA 30071

🌐 www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Helen Balch <Helen.Balch@norcrossga.net>
Sent: Wednesday, June 10, 2026 1:36 PM
To: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Cc: LeDarius Scott <LeDarius.Scott@norcrossga.net>; Business License <businesslicense@norcrossga.net>; Janneth Nidez <Janneth.Nidez@norcrossga.net>
Subject: Re: Business Check: 2090 Beaver Ruin Rd, Suite 900

Beaver Auto Service Inc is the new business wanting to go there.

I was wondering if there was a previous business license to determine if they are existing nonconforming.

Thank you,



Helen Balch, AICP

Community Development & Planning Director

helen.balch@NorcrossGA.net

Office: 678.421.2003

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Sent: Wednesday, June 10, 2026 1:34 PM
To: Helen Balch <Helen.Balch@norcrossga.net>
Cc: LeDarius Scott <LeDarius.Scott@norcrossga.net>; Business License <businesslicense@norcrossga.net>; Janneth Nidez <Janneth.Nidez@norcrossga.net>
Subject: RE: Business Check: 2090 Beaver Ruin Rd, Suite 900

Hi Helen,

What's the business name?

Regards,



Jessica Stephens
Tax & Revenue Supervisor

✉ Jessica.Stephens@NorcrossGA.net

 Office: 770.448.2122

 65 Lawrenceville St NW, Norcross, GA 30071

 www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Helen Balch <Helen.Balch@norcrossga.net>
Sent: Wednesday, June 10, 2026 12:38 PM
To: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Cc: LeDarius Scott <LeDarius.Scott@norcrossga.net>
Subject: Business Check: 2090 Beaver Ruin Rd, Suite 900

Hi Jessica, was there an active license for this address in 2025?

Thank you,



Helen Balch, AICP

Community Development & Planning Director

helen.balch@NorcrossGA.net

Office: 678.421.2003

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

Re: 2090 Beaver Ruin Road

From LeDarius Scott <LeDarius.Scott@norcrossga.net>
Date Wed 7/8/2026 12:20 PM
To Jessica Stephens <Jessica.Stephens@norcrossga.net>
Cc Helen Balch <Helen.Balch@norcrossga.net>

Thank you Jessica!



LeDarius Scott, AICP
Senior Planner

ledarius.scott@NorcrossGA.net

Office: 770.449.4062

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Sent: Wednesday, July 8, 2026 12:19 PM
To: LeDarius Scott <LeDarius.Scott@norcrossga.net>
Cc: Helen Balch <Helen.Balch@norcrossga.net>
Subject: RE: 2090 Beaver Ruin Road

Hey Team,

The following are active for this location;

License Management - (View)

File
Edit
Options
Functions
Consoles
Help
Chat

License
10452

Period
2026 Calendar Year

Issued To
CLEVER DENTAL SUPPLY

License Code
423450
MEDICAL EQUIPMENT SUPPLIER

General
Fees
Information
Comments
History
Footprint

Licensee Information

Attention

Address
2090 BEAVER RUIN RD
#800
NORCROSS, GA 30071-0000

Business Information

Business Class
G
GENERAL BUSINESS

Report Code
73
SERVICES - BUSINESS

Contractor

Manager
Same

Property Address
2090 BEAVER RUIN RD

City Limits
☒ Inside
☐ Outside

Exceptions

License Details

Active - Paid

Origination Date
6/15/2023

Effective Date
1/01/2026

Expiration Date
12/31/2026

Termination

Renewed Date

Printed Date
12/18/2025

Balance
0.00

Pending Activity
0.00

OWNER

FTE
8

☐ Edit This Record

Clear

View
jessica.step

License Management - (View)

File
Edit
Options
Functions
Consoles
Help
Chat

License
11297

Period
2026 Calendar Year

Issued To
DIANA'S HAIR STUDIO LLC

License Code
812112
BEAUTY CARE / BEAUTY SALON

General
Fees
Information
Comments
History
Footprint

Licensee Information

Attention

Address
2090 BEAVER RUIN RD
STE 100
NORCROSS, GA 30071-0000

Business Information

Business Class
G
GENERAL BUSINESS

Report Code
812112
BEAUTY CARE / BEAUT

Contractor

Manager
DIANA'S HAIR STUDIO LLC
Same

Property Address
2090 BEAVER RUIN RD 100

City Limits
☒ Inside
☐ Outside

Exceptions

License Details

Active - Paid

Origination Date
11/07/2025

Effective Date
1/01/2026

Expiration Date
12/31/2026

Termination

Renewed Date

Printed Date
11/21/2025

Balance
0.00

Pending Activity
0.00

OWNER
DIANA DEL CID

FTE
2

☐ Edit This Record

Clear

View
jessica.stan

License Management - (View)
File Edit Options Functions Consoles Help Chat

License
11015

Period
2026 Calendar Year

Issued To
DBA TRAVEL AGENCY

License Code
561510
TRAVEL AGENCIES

General Fees Information Comments History Footprint

Licensee Information

Attention
MONTES DE OCA TRAVEL AGENCY

Address
2090 BEAVER RUIN RD
STE 300
NORCROSS, GA 30071-0000

Business Information

Business Class
G
GENERAL BUSINESS

Report Code
561510
TRAVEL AGENCIES

Contractor

Manager
DBA TRAVEL AGENCY
Same

Property Address
2090 BEAVER RUIN RD 300

City Limits
☒ Inside ☐ Outside

Exceptions

License Details

Active - Paid

Origination Date
2/25/2025

Effective Date
1/01/2026

Expiration Date
12/31/2026

Termination

Renewed Date

Printed Date
12/05/2025

Balance
0.00

Pending Activity
0.00

OWNER
YUDIESKI MONTES DE OCA

FTE
2

☐ Edit This Record
Clear

View
jessica.step

License Management - (View)

File
Edit
Options
Functions
Consoles
Help
Chat

License
09716

Period
2026 Calendar Year

Issued To
CL NORCROSS LLC

License Code
524210
INSURANCE AGENCY & BROKERAGE

General
Fees
Information
Comments
History
Footprint

Licensee Information

Attention

Address
2090 BEAVER RUIN RD
#400
NORCROSS, GA 30071-0000

Business Information

Business Class
G
GENERAL BUSINESS

Report Code
524210
INSURANCE AGENCY&

Contractor

Manager
BELTRAN, ANGELA
Same

Property Address
2090 BEAVER RUIN RD 400

City Limits
☒ Inside
☐ Outside

Exceptions

License Details

Active - Paid

Origination Date
12/17/2020

Effective Date
1/01/2026

Expiration Date
12/31/2026

Termination

Renewed Date

Printed Date
1/08/2026

Balance
0.00

Pending Activity
0.00

OWNER

FTE
4

☐ Edit This Record

Clear

View
jessica.step

License Management - (View)

File
Edit
Options
Functions
Consoles
Help
Chat

License
08699

Period
2026 Calendar Year

Issued To
FLORAL MASTERS CO.

License Code
59

General
Fees
Information
Comments
History
Footprint

Licensee Information

Attention

Address
2090 BEAVER RUIN RD
NORCROSS, GA 30071-0000

Business Information

Business Class
G
GENERAL BUSINESS

Report Code
59
RETAIL TRADE-OTHER

Contractor

Manager
Same

Property Address
2090 BEAVER RUIN RD 700

City Limits
☒ Inside
☐ Outside

Exceptions

License Details

Active - Paid

Origination Date
1/23/2017

Effective Date
1/01/2026

Expiration Date
12/31/2026

Termination

Renewed Date

Printed Date
11/07/2025

Balance
0.00

Pending Activity
0.00

OWNER
ASHRAF ABOKURA

FTE
1

☐ Edit This Record

Clear

View
jessica.step

Page 29 of 76

License Management - (View)

File Edit Options Functions Consoles Help Chat

License 03182 Issued To GWINNETT CO DUI & DEFENSIVE

Period 2026 Calendar Year License Code 73 SERVICES-BUSINESS

General Fees Information Comments History Footprint

Licensee Information

Attention

Address 2090 BEAVER RUIN ROAD STE 200
NORCROSS, GA 30071-0000

Business Information

Business Class G GENERAL BUSINESS

Report Code 73 SERVICES - BUSINESS

Contractor

Manager CORPORATION Same

Property Address 2090 BEAVER RUIN ROAD STE

City Limits ☒ Inside ☐ Outside

Exceptions

License Details

Active - Paid

Origination Date 6/29/1999

Effective Date 1/01/2026

Expiration Date 12/31/2026

Termination

Renewed Date

Printed Date 2/24/2026

Balance 0.00

Pending Activity 0.00

OWNER CORPORATION

FTE 1

☐ Edit This Record

View jessica.step Clear



Jessica Stephens

Tax & Revenue Supervisor

✉ Jessica.Stephens@NorcrossGA.net

📞 Office: 770.448.2122

📍 65 Lawrenceville St NW, Norcross, GA 30071

🌐 www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Helen Balch <Helen.Balch@norcrossga.net>

Sent: Wednesday, July 8, 2026 11:18 AM

To: Jessica Stephens <Jessica.Stephens@norcrossga.net>; LeDarius Scott <LeDarius.Scott@norcrossga.net>
Subject: Re: 2090 Beaver Ruin Road

In that case, please continue with the list. We do not have records of other businesses being at that location.

Thank you.



Helen Balch, AICP

Community Development & Planning Director

helen.balch@NorcrossGA.net

Office: 678.421.2003

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Jessica Stephens <Jessica.Stephens@norcrossga.net>

Sent: Wednesday, July 8, 2026 10:20 AM

To: LeDarius Scott <LeDarius.Scott@norcrossga.net>

Cc: Helen Balch <Helen.Balch@norcrossga.net>

Subject: RE: 2090 Beaver Ruin Road

Hello LeDarius,

OK, let me know for sure. I was just finalizing the list which has 6 total for active licenses.

Regards,



Jessica Stephens

Tax & Revenue Supervisor

✉ Jessica.Stephens@NorcrossGA.net

📞 Office: 770.448.2122

📍 65 Lawrenceville St NW, Norcross, GA 30071

🌐 www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: LeDarius Scott <LeDarius.Scott@norcrossga.net>
Sent: Wednesday, July 8, 2026 10:08 AM
To: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Cc: Helen Balch <Helen.Balch@norcrossga.net>
Subject: Re: 2090 Beaver Ruin Road

Disregard Jessica, I have what I need.



LeDarius Scott, AICP

Senior Planner

ledarius.scott@NorcrossGA.net

Office: 770.449.4062

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: LeDarius Scott
Sent: Wednesday, July 8, 2026 9:15 AM
To: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Cc: Helen Balch <Helen.Balch@norcrossga.net>
Subject: 2090 Beaver Ruin Road

Good morning Jessica,

I hope all is well. If you could please provide me with all of the active business licenses on file for 2090 Beaver Ruin Road, I have an appeal coming up at the end of the month that I am preparing for.

I attached the parcel since there are two 2090 Beaver Ruin Road parcels.

Please let me know if you have any questions.

Thanks,



LeDarius Scott, AICP

Senior Planner

ledarius.scott@NorcrossGA.net

Office: 770.449.4062

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena



GWINNETT COUNTY

CERTIFICATE OF OCCUPANCY

PERMIT NUMBER: TNC2026-00621



BUILDING ADDRESS: 2090 BEAVER RUIN RD 900, NORCROSS, GA 30071

CITY NORCROSS

ZIP CODE: 30071

PARCEL NUMBER: 6213 083

BUILDING NUMBER:

SUITE NUMBER: 900

BUILDING/TENANT AREA: 2400

TYPE OF WORK: Tenant Change

BUILDING/TENANT KNOWN AS: BEAVER AUTO SERVICE INC

OFFICE OF THE FIRE MARSHAL

Department of Fire and Emergency Services

NFPA OCCUPANCY CLASSIFICATION: Industrial - General Industrial Occupancy

ADDITIONAL COMMENTS:

OCCUPANT LOAD: 20

This certifies that the premises described herein conforms substantially to the approved plans and specifications and to the requirements of the applicable laws, rules and regulations, codes, standards and ordinances for the uses and occupancy specified. This Certificate of Occupancy shall be made null and void if change of use, occupancy, or physical alterations, additions, renovations, or a fire or destructive event of serious consequence, or other hazard(s) identified. This document shall be available for inspection at the building at all reasonable times.

The Fire Marshal is authorized to, in writing, suspend or revoke this Certificate of Occupancy under the provisions of the Gwinnett County Code of Ordinances, Chapter 42, when it is determined that the premises described herein or portion thereof is in violation of any applicable law, rules and regulations, codes, standards, and ordinances or any provision thereof.

This inspection or permitting of any building, structure or plan under the requirements of the codes shall not be construed in any court as a warranty of the physical condition of such building or the adequacy of such plan. No jurisdiction nor any employee thereof shall be liable in court for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, nor for any failures of any component of such building, which may occur subsequent to such inspection or permitting.

ISSUED BY: FRANDERSON

DATE ISSUED: 6/18/2026

TITLE: Inspector

SIGNATURE: FRANDERSON

408 Hurricane Shoals Road, Lawrenceville, Ga 30045
Office: (678) 518-4980, Fax: (678) 518-4901, Inspection Request: (678) 518-6277
www.gwinnettfiremarshal.com

POST IN A CONSPICUOUS PLACE AT THE MAIN ENTRANCE TO THE PREMISES

COMMERCIAL LEASE AGREEMENT

(Single-Tenant Facilities)



2007 Printing

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Lease is entered into this 01 day of January, 2026 between the undersigned landlord (hereinafter "Landlord"), and the undersigned tenant (hereinafter "Tenant"), Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows: all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract generally known as 2090 Beaver Run Rd #900 Norcross together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as "Property." The full legal description of Property is the same as more particularly described in Exhibit "A" or if no Exhibit "A" is attached, then as described in Deed Book N/A, Page N/A and/or Plat Book N/A, Page N/A, with the Clerk of the Superior Court of N/A County, Georgia and is made a part of this Agreement by reference.

1. **Term.** The initial term of this Lease shall be for 1 year beginning on the earlier of the completion of the work described in any attached Work letter or the 01 day of January, 2026 ("Commencement Date"), through and including the 31 day of December, 2026.
2. **Possession.** If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within 14 days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.
3. **Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of \$ 2000⁰⁰ Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: Two thousand exactly / 1,000 Sf garage
2090 Beaver Run Rd #900 Norcross Ga 30071 (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.
4. **Late Payment; Service Charge For Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of \$ 500 and, if applicable, a service charge for any returned check of \$ 50. Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.
5. **Security Deposit.**
 - A. **Security Deposit to be Held by Landlord or Broker:** [Check one. The section not marked shall not be a part of this Agreement]
☒ **Landlord Holding Security Deposit.**
 - (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of \$ 0 NO DEPOSIT Dollars in ☐ cash, ☐ money order and/or ☐ check ("Security Deposit").
 - (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
 - (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
 - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
 - (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.
 - (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of Property reasonably necessary due to the negligence, carelessness,

accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

☐ **Broker Holding Security Deposit.**

- (1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") \$ N/A Dollars in N/A
☐ cash, ☐ money order and/or ☐ check.
- (2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five banking days from the Binding Agreement Date.
- (3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit, to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker shall give all parties 15 days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the 15-day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit:

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within 30 days after Property is vacated if:
- (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
 - (b) All monies due under this Lease by Tenant have been paid;
 - (c) Property is not damaged and is left in its original condition, normal wear and tear excepted;
 - (d) All keys have been returned; and
 - (e) Tenant is not in default under any of the terms of this Lease.

- 6. Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected Property and that it is fit for its stated use. Tenant agrees that no representations regarding Property or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Landlord, Broker, or their agents unless specified in this Lease. The following shall be kept in good working order and repair, normal wear and tear expected, by either the Landlord or Tenant as follows [Check all that apply. The sections not marked shall not be a part of this Agreement]:

	TENANT	LANDLORD		TENANT	LANDLORD
Heating system	☒	☐	Elevators	☒	☐
Plumbing system	☐	☒	Air conditioning system	☒	☐
Parking area	☒	☐	Electrical system/fixtures	☐	☒
Driveway	☒	☐	Exterior walkways	☒	☐
Building Exteriors	☒	☐	Interior hallways	☒	☐
Smoke detector	☒	☐	Lobby	☒	☐
Terrace/patio	☒	☐	Loading Area	☒	☐
Restrooms	☒	☐	Trash Facilities	☒	☐
Stairs	☒	☐	Landscaping	☒	☐
Exterior windows	☒	☐	Other <u>n/a</u>	☐	☐
Security Alarm	☒	☐	Other <u>n/a</u>	☐	☐

Any item not mentioned herein but existing on Property (other than furniture, fixtures and equipment of Tenant) shall be maintained by Landlord ☐ OR Tenant ☐ [Check one. The box not marked shall not be a part of this Agreement]

Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or facilities or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. Services. Landlord shall provide, at Landlord's expense the following services [Check all that apply. The sections not marked shall not be a part of this Agreement]:

- ☐ General cleaning and janitorial service of the interior of Property _____ times per week
- ☐ Concierge service as follows: _____
- ☐ Parking attendant as follows: _____
- ☐ Property monitor as follows: _____
- ☐ Trash collection service _____ times per week
- ☐ Soap, paper towels, and toilet tissue for rest rooms _____ times per week
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- ☐ Other _____

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

8. Utilities. The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows: [Check all that apply. The sections not marked shall not be a part of this Agreement]

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	☐	☒	Sewer	☐	☒
Electricity	☐	☒	Natural Gas	☒	☐
Garbage	☐	☒	Cable Television	☒	☐
Telephone	☒	☐	Digital Subscriber Line	☒	☐
Other <u>n/a</u>	☐	☐	Other <u>n/a</u>	☐	☐

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

9. Renewal Term. Either party may terminate this Lease at the end of the term by giving the other party 60 days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant 60 days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon 60 days written notice to Landlord and Landlord may terminate this Lease upon 60 days written notice to Tenant.

10. Sublet and Assignment. Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

11. Right of Access, Signage.

- A. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$_____ as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
- B. Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition

and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

12. Use. Property shall only be used for the purposes set out as follows:

mechanical shop only

no paint allowed.

Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

13. Property Loss. Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

14. Default.

A. If Tenant defaults under any term, condition or provision of this Lease, including, but not limited to, failure to pay rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall have the right to terminate this Lease by giving written notice to Tenant and accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable 15 days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for Property and credit any amounts received to the Tenant, less the following:

- (1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;
- (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and
- (3) the costs of altering, dividing, painting, repairing, and replacing Property to accommodate a new tenant.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.

B. If Tenant abandons Property or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease, each and any such breach shall constitute a default under this Lease. If any such default continues for ten calendar days after Landlord delivers written notice of said default to Tenant, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant and pursue the remedy described herein.

C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

15. Rules and Regulations.

- A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of \$ 500.
- B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.
- C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).
- D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.
- E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.
- F. Landlord shall provide heating and air conditioning to Property between 8 a.m. and 6 p.m., Monday to Friday (excluding public holidays); between 8 a.m. and 6 p.m., Saturday; and between 8 a.m. and 6 p.m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.
- G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.
- H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.

16. Abandonment. If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.

17. Estoppel Certificate. Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of

its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

18. **Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.

19. **Destruction of Property.**

- A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have 60 days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant within 30 days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
- B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
- C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.

20. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for [Check all that apply. The sections not marked shall not be a part of this Agreement]:

- ☒ A. **General Commercial Liability Insurance (or reasonable equivalent thereto):** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than \$1,000,000 Dollars (\$ 1,000,000) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
- ☒ B. **Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance shall coverage shall be in an amount equal to not less than \$1,000,000 percent (%) of full replacement cost as updated from time to time during the term of the Lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
- ☒ C. **Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.
- ☒ D. **Contractors Insurance (or reasonable equivalent thereto):** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than \$1,000,000 Dollars (\$ 1,000,000) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after 30 days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements, or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all

costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.

21. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in Property. [Check one. The section not marked shall not be a part of this Agreement]:

- ☒ **A. Landlord Pays All Property Taxes:** Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.
- ☐ **B. Tenant Pays Increases in Property Taxes:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent the amount by which all property taxes on Property for each tax year exceed taxes on Property for the tax year _____. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within 90 days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant: (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within 30 days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within 30 days after delivery of those statements. If the Lease commences on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

22. **Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

23. **Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

24. **Agency and Brokerage.**

A. Agency Disclosure: In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship.** Tenant and Owner/Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Owner/Landlord is identified on the signature page as the "Listing Broker"; and said Broker is ☐ **OR**, is NOT ☐ representing Owner/Landlord;
3. **Leasing Broker.** Broker working with Tenant is identified on the signature page as "Leasing Broker"; and said Broker is ☐ **OR**, is NOT ☐ representing Tenant; and
4. **Dual Agency or Designated Agency.** If Tenant and Owner/Landlord are both being represented by the same Broker, a relationship of either designated agency ☐ **OR**, dual agency ☐ shall exist.
 - a. **Dual Agency Disclosure.** [Applicable only if dual agency has been selected above] Tenant and Owner/Landlord are

aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Owner/Landlord have been advised that:

- (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) As dual agent, Broker will disclose all known adverse, material facts relevant to the transaction to all parties in the transaction, except for information made confidential by request or instructions from either client, and which is not otherwise required to be disclosed by law;
- (3) Tenant and Owner/Landlord do not have to consent to dual agency and, the consent of the Tenant and Owner/Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements; and
- (4) Notwithstanding any provision to the contrary contained herein, Tenant and Owner/Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information, which could materially and adversely affect its negotiating position.

b. Designated Agency Assignment: *[Applicable only if the designated agency has been selected above]*

Broker has assigned _____ to work exclusively with Tenant as Tenant's designated agent and _____ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. Material Relationship Disclosure: The Broker and/or affiliated licensees have no material relationship with either client except as follows:

(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

C. Brokerage: The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of *[Check one. The section not marked shall not be a part of this Agreement]:*

- ☐ \$ _____ or _____ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.
- ☐ \$ _____ or _____ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive _____ percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive _____ percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

25. Other Provisions.

- A. Time of Essence:** Time is of the essence of this Lease.
- B. No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- C. Definitions:** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease. "Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property or any legal or equitable interest of Landlord in Property, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.
- D. Entire Agreement:** This Lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.
- E. Attorney's Fees and Costs of Collection:** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.
- F. Indemnification:** Tenant agrees to indemnify and hold harmless Landlord and Broker against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or to Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (c) Tenant's failure to comply with any requirements

imposed by any governmental authority; (d) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker) and Tenant covenants not to sue Landlord or Broker with respect to any of these matters. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees and employees.

G. No Partnership: Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

H. No Recordation: Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

I. Notices:

1. All Notices Must Be In Writing. All notices, including, but not limited to, offers, counteroffers, acceptances, amendments, notices to terminate and demands, required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered either: (a) in person, (b) by an overnight delivery service, prepaid, (c) by facsimile transmission (FAX); or (d) by the United States Postal Service, postage prepaid, registered or certified return receipt requested.

☐ (Check here if Broker can accept notice for Landlord. If this box is not checked the paragraph below shall not be a part of this Lease.)

2. When Notice to Broker is Notice to Client. Except in transactions where Broker is practicing designated agency, notice to Broker shall for all purposes be deemed to be notice to the party being represented by Broker as a client. In transactions where Broker is practicing designated agency, notice to the designated agent shall be deemed to be notice to the party being represented by the designated agent. All FAX notices to Listing Broker or Leasing Broker shall be sent to their respective FAX numbers identified on the signature page of this Lease. FAX notices to the designated agent for Tenant shall be sent to the FAX number of Leasing Broker. FAX notices to the designated agent for Landlord shall be sent to the FAX number of Listing Broker. Notice to Broker shall not be deemed to be Notice to any party who is only a customer of Broker.

3. Where Notices Should be Sent. All FAX notices to Tenant or Landlord shall be sent to the following facsimile numbers: Unrepresented Tenant: _____; Unrepresented Landlord: _____.

Notices other than by FAX shall be sent to Tenant at the address of Property and to Landlord at the address set forth below, or such other address as may be specified by Landlord in a notice to Tenant:

4. Miscellaneous. Except as may be provided below, notices shall be deemed to be given as of the date and time they are received. The notice requirements referenced herein shall be strictly construed. Notice sent by FAX shall be deemed to be given and received as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and time of the transmission and the telephone number reference herein to which the notice should have been sent. Any notice sent by FAX shall be sent to such other Fax number as the receiving party may from time to time specify by notice to the party sending the FAX. Any party sending notice by FAX shall send an original copy of the notice if so requested by the other party. A faxed signature of a party shall constitute an original signature binding upon the party.

J. Governing Law: This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

26. Sale of Property To Tenant: Landlord shall pay Leasing Broker a commission in the amount of _____ percent (%) and Listing Broker a commission in the amount of _____ percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: a) Owner enters into a contract to sell Property; or b) Owner closes on the sale of Property to another.

27. Exhibits. All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

Parking only 8 vehicles max in the property

☐ Mark box if additional stipulations are attached.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Leasing Broker

MLS Office Code

Brokerage Firm License Number

Broker's Phone#

& FAX#

By:

Broker or Brokers Affiliated Licensee

Print or Type Name

Leasing Agent's Georgia Real Estate License Number

Multiple Listing Number

Listing Broker

MLS Office Code

Brokerage Firm License Number

Broker's Phone#

& FAX#

By:

Broker or Brokers Affiliated Licensee

Print or Type Name

Listing Agent's Georgia Real Estate License Number

Tenant's Signature

Print or Type Name

Tenant's Signature

Print or Type Name

Landlord's Signature

Print or Type Name

Landlord's Signature

Print or Type Name

Exhibit A - Legal Description of Property

Tenant's Initials

Landlord's Initials

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
--------	-------------	-------



Appeal Request

Case Number	Appeal of Community Development and Planning Director's Decision
Hearing Date	July 23, 2026
Appellant	Sal Madanat
Property Location	5386 Buford Highway
Current Zoning	BH, Buford Highway
Proposed Zoning	N/A
Character Area	Character Area 9: Summerour
Site Acreage	0.65 acres
District	6
Land Lot	241
Parcel #	6241 011A
Taxes Paid	N/A
Historic District	N/A

Appeal Request: The appellant is seeking to appeal the Community Development and Planning Director's decision regarding the interpretation that motor vehicle-related sales and service operations are not legal nonconforming at 5386 Buford Highway. Motor Vehicle Repair and Maintenance is not a permitted as of right use in the BH, Buford Highway district. The appellant is seeking to do a glass auto repair facility. There is an active auto service business license on file for the subject property, which is attached to this analysis. Staff's interpretation is per the Unified Development Ordinance Section 206-3 (a)(5), The lawful use of any building or structure or land existing at the time of the enactment or amendment of this article may be continued, even though such use does not conform with the provisions of this article, except that the nonconforming use shall not be: changed to another nonconforming use.

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Findings:

1. The granting of the appeal may cause substantial detriment to the public good or impair the purpose and intent of the UDO.

After further review, Staff finds that this is not a change to another nonconforming use since both the prior and proposed use are considered motor vehicle repair and maintenance uses, however a new building and site plan is not supported by the Unified Development Ordinance Section 206-3(a)1-3 Nonconforming Uses:

Appeal (5386 Buford Highway)

The lawful use of any building or structure or land existing at the time of the enactment or amendment of this article may be continued, even though such use does not conform with the provisions of this article, except that the nonconforming use shall not be:

1. Extended to occupy a greater area of land.
2. The nonconforming use must continue in the original building, structure or on land area that was originally occupied by the nonconforming use.
3. No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption of this UDO.

Appeal (5386 Buford Highway)

Variance Criteria:

Please see below for the staff interpretation of the variance criteria. The applicant has also prepared answers to the variance criteria that can be viewed in the application.

Factor: (1) Whether there are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.

Analysis: There are no known extraordinary and exceptional conditions pertaining to the particular property in question due to size, shape or topography.

Supports Requested Use: No

Factor: (2) Whether the application of the UDO to this particular piece of property would create unnecessary hardship.

Analysis: Application of the UDO to this particular piece of property would not create an unnecessary hardship. Economic considerations may be taken into consideration as a hardship but shall not, of themselves, be the sole criteria upon which the Zoning Board of Appeals may grant a variance.

Supports Requested Use: No

Factor: (3) Whether such conditions are peculiar to the particular piece of property involved.

Analysis: Nonconforming uses exist throughout the City of Norcross, so such conditions are not considered peculiar to the particular piece of property involved. Pursuing a special use permit for such uses in the BH, Buford Highway district can remedy the non-conformity for this user, current and future users.

Supports Requested Use: No

Factor: (4) Whether such conditions are the result of any actions of the property owner.

Analysis: The conditions can be considered the result of the actions of the property owner and tenant. Per Unified Development Ordinance Code Section 206-3 (a)(5): states that a nonconforming use shall not be "changed to another nonconforming use". The current business license on file is for Bolton's Service Station which is classified as auto services business.

Supports Requested Use: No

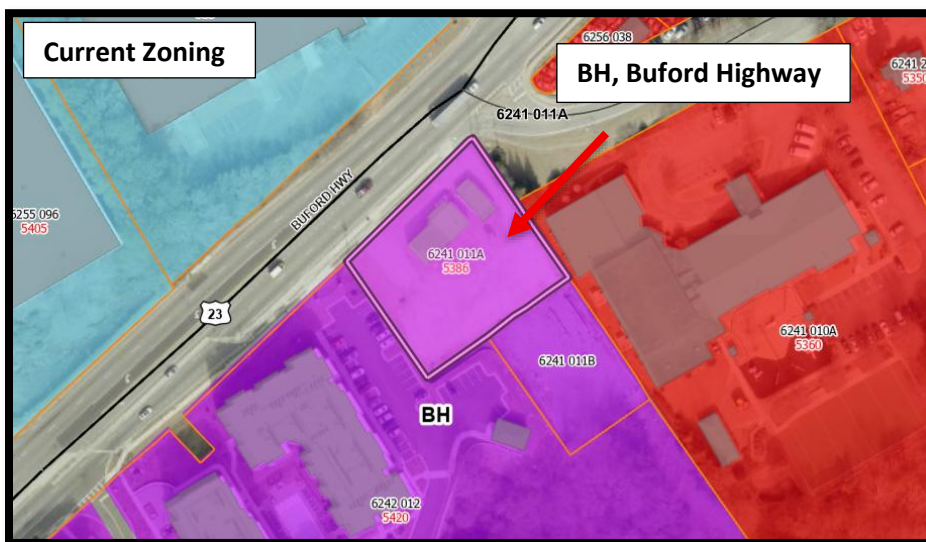
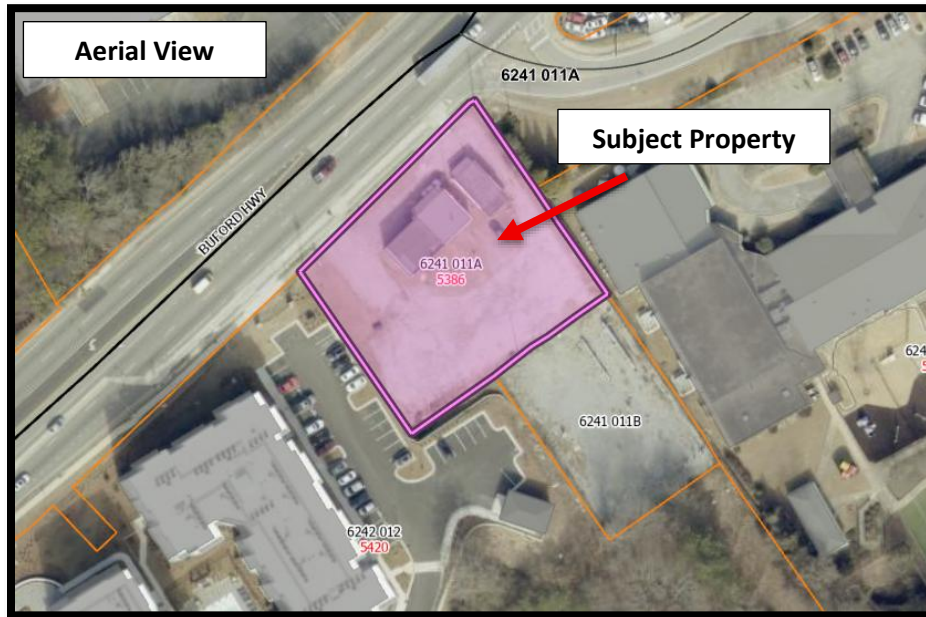
Appeal (5386 Buford Highway)

Factor: (5) Whether the requested relief, if granted, would cause substantial detriment to the public good or impair the purpose and intent of the UDO.

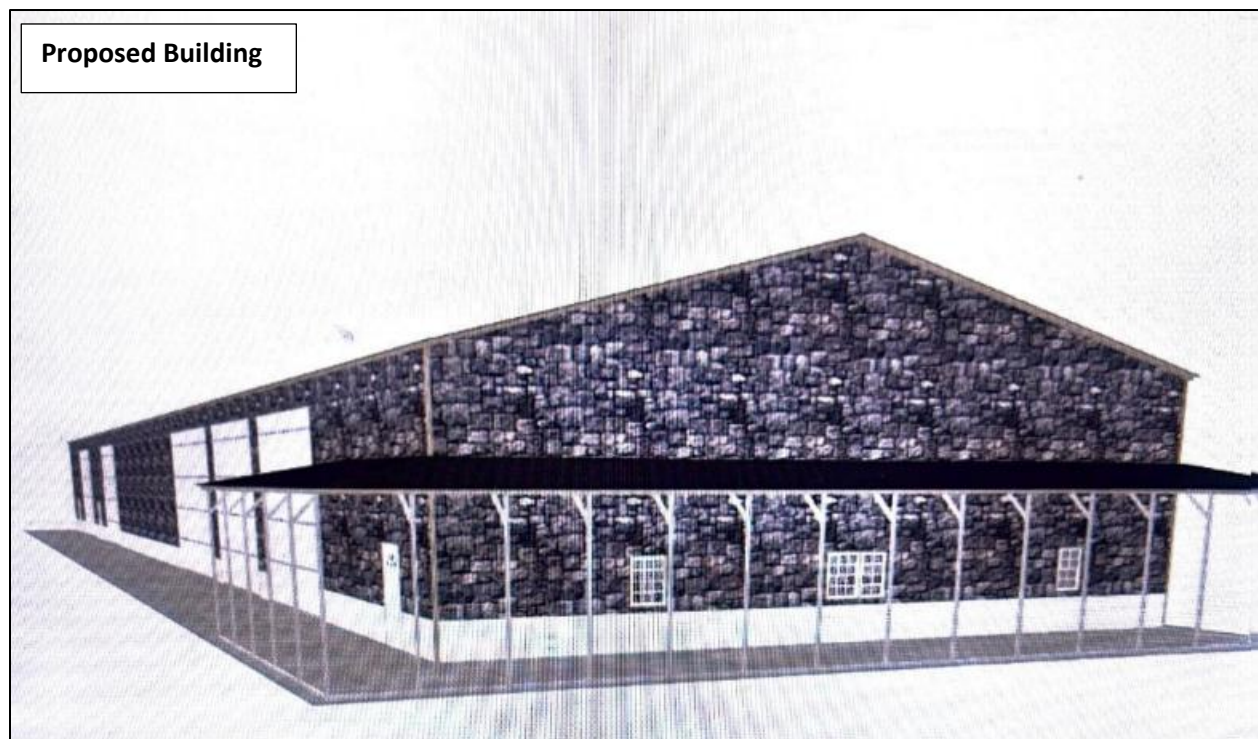
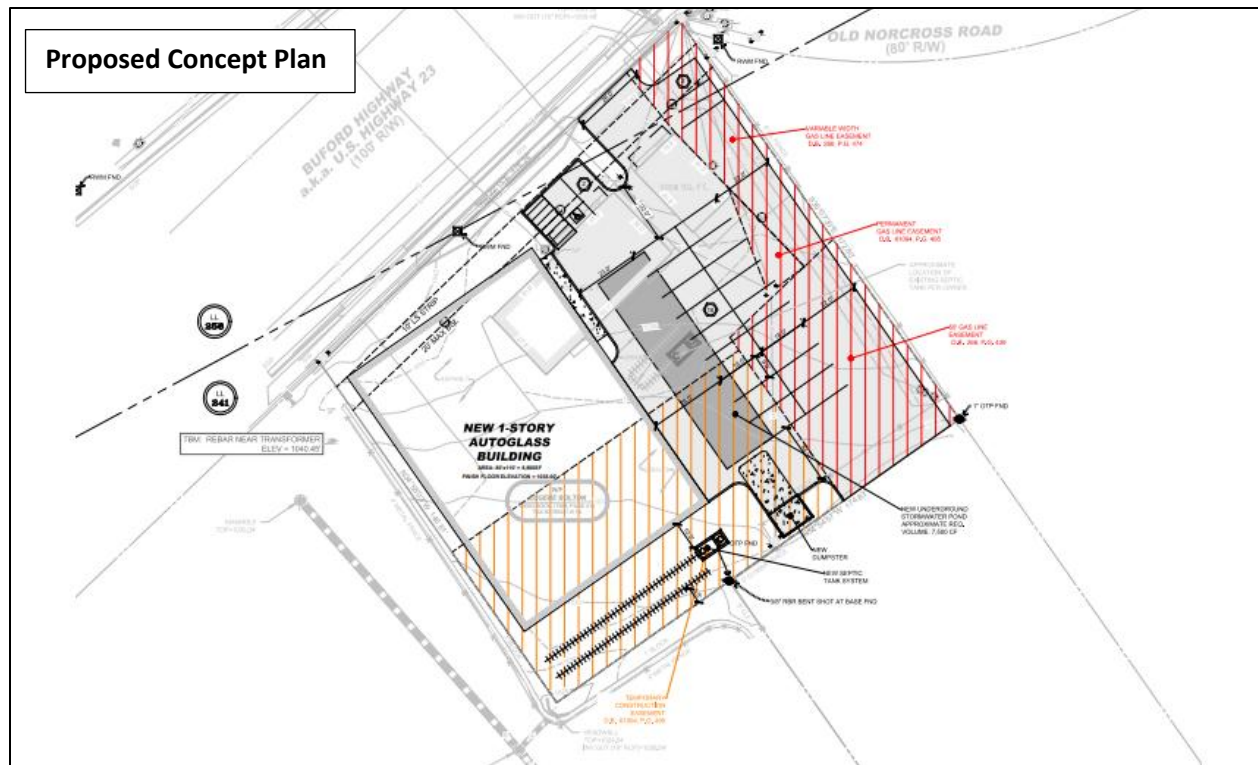
Analysis: As part of the adoption of the BH zoning district in 2019, motor vehicle related uses, including motor vehicle related retail, motor vehicle repair, motor vehicle service, and motor vehicle sales, were removed as permitted uses along the Buford Highway Corridor. The requested relief, if granted, may cause substantial detriment to the public good or impair the purpose and intent of the Unified Development Ordinance. Per UDO section 206-1.b. It is the intent of this UDO to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this UDO that nonconforming uses shall not be enlarged upon, expanded nor extended, nor be used as a basis for additional structures or uses prohibited elsewhere in the same district. Attached to this analysis is a proposed site plan and building plan, which will require consideration from Mayor and Council through a public hearing process. An auto repair use also requires a minimum of two (2) acres, and the property is listed at .65 acres.

Supports Requested Use: No

Appeal (5386 Buford Highway)



Appeal (5386 Buford Highway)



Appeal (5386 Buford Highway)

Current zoning district for the property

The Buford Highway district is intended to encourage the redevelopment of Buford Highway in conformance with the vision for the corridor in the city's comprehensive plan and the Buford Highway Master Plan as a mixed-use and multimodal corridor. The district utilizes design standards and land use controls that will provide the necessary transition from the industrial and commercial character into the historic areas of the city, while maintaining opportunity for growth and economic vibrancy. To this end, in order to promote the vision of the city, any multifamily project within the district shall present, for administrative approval by the Mayor and Council at a regularly scheduled meeting, a plan for the mix of uses proposed for any site before moving beyond preliminary design review and approval of staff and the Architectural Review Board.

Supplemental Use Standards for Motor Vehicle Related Uses

(u) *Motor vehicle related uses.*

- (1) No reductions in buffer requirements are allowed when adjacent to a residential use.
- (2) Shall have a minimum lot size of two acres for all automotive related uses including car wash, auto repair, auto sales and auto rental.
- (3) Indoor auto repair shall be permitted provided:
 - a. The gross-square-foot area of the business in the building is less than 3,000 square feet.
 - b. No auto repairs are conducted outside the building.
 - c. No car sales or auto brokerage except in the CAR zoning district.
 - d. No outdoor air compressors.
 - e. No outdoor incidental uses such as carwashes.
 - f. All work on vehicles to be completed inside the structure.
 - g. The sides and rear of the business will be screened from view of surrounding properties with an opaque eight-foot fence.
 - h. Customer and employee parking allowed in the front.
- (4) All vehicles in sales lots are always in operating condition.
- (5) Motor vehicles for sale shall be parked in marked, striped spaces only, and only in areas designated for the display of vehicles for sale.
- (6) Motor vehicles for sale or rent cannot be parked in areas reserved for customer or employee parking.

Definitions offered for Motor Vehicle Related Uses

Motor vehicle related retail means any retail facility that primarily sells parts, accessories, tools, equipment, oils, and fluids for the maintenance of automobiles, motorcycles, trucks, and trailers.

Motor vehicle related use refers to any use primarily involving motor vehicle related retail (see definition), vehicle repair, vehicle service, vehicle maintenance, or vehicle sales.

Motor vehicle repair means any building, structure, improvements, or land used for the repair, service, and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles, not including body work or vehicle painting.

Motor vehicle sales means a facility that sells, rents, or leases new or used passenger vehicles, trucks, and other consumer motor vehicles such as motorcycles, boats, and recreational vehicles. Motor vehicle sales include auto broker businesses.

Re: Proposal for Low Price Auto Glass Property Use and Site Plan

From Helen Balch <Helen.Balch@norcrossga.net>

Date Thu 5/28/2026 9:47 AM

To PHILIP MCCLURE <[REDACTED]>

Hi Philip,

Thank you for your email. I realized I didn't have it. This is what I sent to Mr. Madanat:

Mr. Sal Madanat,

The next step is to write a letter stating that you wish to appeal the director's decision. There is no fee for this. I will then send you a confirmation email that we received the appeal and will list the date that you will be required to attend the meeting to state your case.

Thank you,

He sent an email yesterday after hours. I have not had a chance to review and respond. I will make sure to copy you in future correspondence.



Helen Balch, AICP

Community Development & Planning Director

helen.balch@NorcrossGA.net

Office: 678.421.2003

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: PHILIP MCCLURE <[REDACTED]>

Sent: Thursday, May 28, 2026 9:31 AM

To: Helen Balch <Helen.Balch@norcrossga.net>

Subject: Fwd: Proposal for Low Price Auto Glass Property Use and Site Plan

Caution: This email came from outside Norcross Networks. Do not open attachments or click on links if you do not recognize the sender.

Hi Helen,

In response to your rejection email below and a follow up to my voicemail from yesterday, can you please provide us direction on everything we need to do to get on the schedule of the Zoning Board of Appeals meeting. Please let us know if there are any forms that need to be filled out or information that needs to be submitted and how we can ensure getting on the schedule of the next meeting.

Thanks in advance,

Philip McClure
JL Dell Construction
[REDACTED]

Begin forwarded message:

----- Forwarded message -----

From: **Helen Balch** <Helen.Balch@norcrossga.net>
Date: Wed, May 27, 2026 at 12:09 PM
Subject: Re: Proposal for Low Price Auto Glass Property Use and Site Plan
To: Low Price Auto Glass Norcross <[REDACTED]>

Hi Mr. Madanat,
Thank you for your patience. Attached is my response to your request.

If you are aggrieved by the determination from the Department, you may appeal the Director's decision to the Zoning Board of Appeals. You will have 30 days from this letter to appeal, and the department will add it to the next available Zoning Board of Appeals scheduled meeting.

I'll be happy to answer any question.



Helen Balch, AICP
Community Development & Planning Director

helen.balch@NorcrossGA.net

Office: 678.421.2003

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Low Price Auto Glass Norcross <[REDACTED]>

Sent: Wednesday, May 20, 2026 12:04 PM

To: Helen Balch <Helen.Balch@norcrossga.net>

Subject: Proposal for Low Price Auto Glass Property Use and Site Plan

You don't often get email from [REDACTED] [Learn why this is important](#)

Caution: This email came from outside Norcross Networks. Do not open attachments or click on links if you do not recognize the sender.

Dear Ms. Balch,

I hope you are doing well.

Attached is our proposed site plan for the property. We would like to formally present our vision for utilizing this location as a Low Price Auto Glass facility and explain why we believe this use is highly compatible with the property and surrounding area.

As you may know, there is an easement on the property associated with Atlanta Gas Light. We understand the importance of complying with all easement requirements and restrictions, and we are fully committed to working cooperatively with Atlanta Gas Light to ensure there are no conflicts or interference with their access, operations, or infrastructure. In fact, due to the nature of our business operations, we believe Low Price Auto Glass is uniquely suited for this property compared to many other potential commercial uses. Our business does not require heavy structural development, large-scale industrial activity, or operations that would negatively impact the easement area. We are confident that our use of the property can coexist responsibly and efficiently with the existing utility easement. Additionally, we are committed to maintaining a professional, clean, and well-kept appearance for the property. Our goal is to contribute positively to the Buford Highway corridor and the Norcross community overall. We take pride in operating respectable businesses that enhance the surrounding area rather than create negative impacts. We appreciate your time and consideration and would welcome the opportunity to discuss the proposal further or answer any questions you may have.

Thank you again for your consideration.

Sincerely,

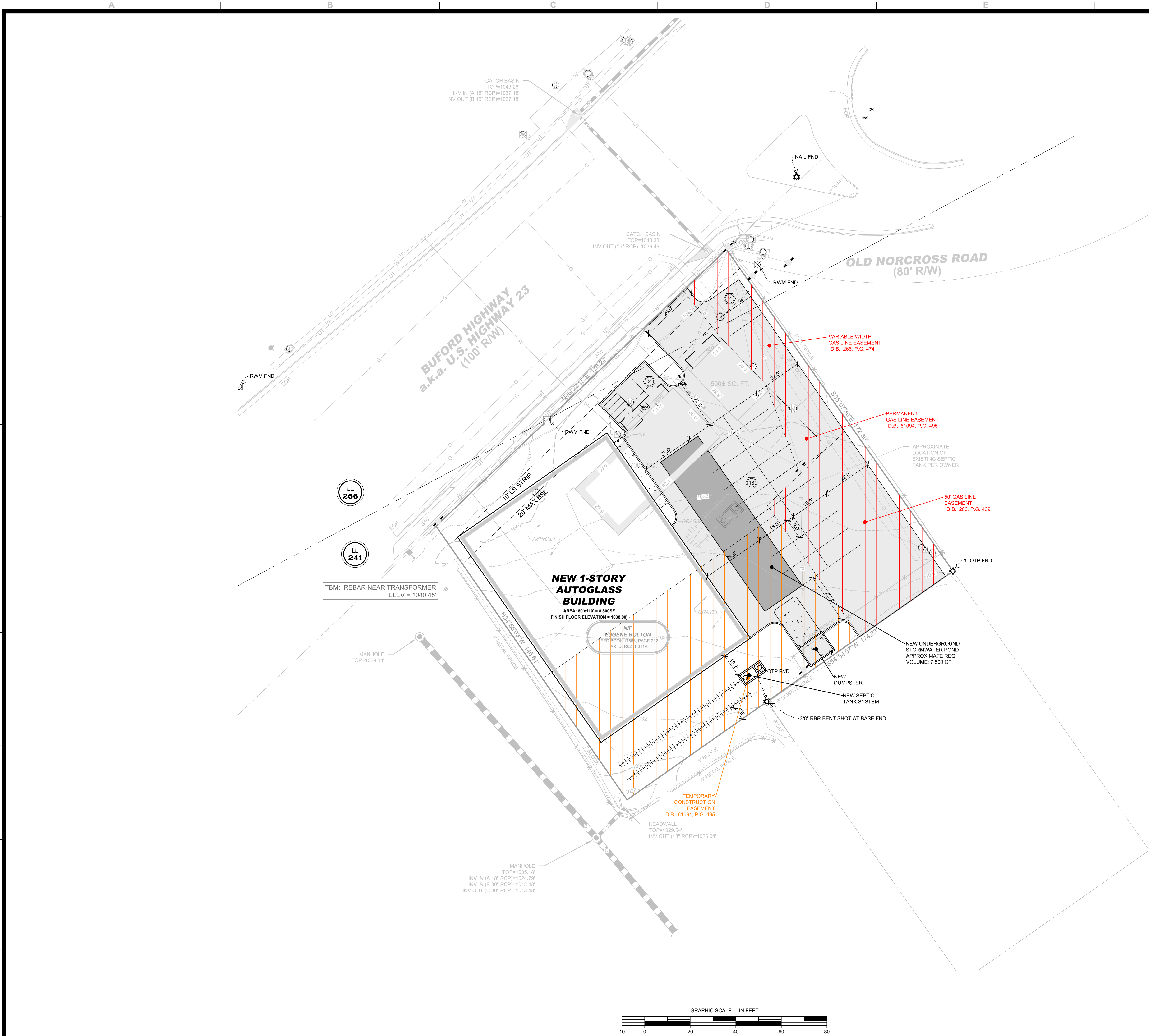
Sal Madanat

[REDACTED]
Low Price Auto Glass

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
--------	-------------	-------



SITE ZONING: BH			
SITE AREA: 0.64 ACRES			
DISTURBED AREA: ±0.64 ACRES			
TAX PARCEL ID: R6241 011A			
BUILDING SETBACK LINES:			
FRONT YARD: 20 FT. (MAX)			
REAR YARD: 0 FT.			
SIDE YARD: 0 FT.			
BUILDING SUMMARY:			
1-STORY			
BUILDING FOOT PRINT: 6,400 SQ.FT.			
BUILDING HEIGHT: 20 FT.			
PARKING SUMMARY			
DESCRIPTION	MIN.*	MAX.**	PROVIDED
REGULAR PARKING:	21	27	21
ADA ACCESSIBLE PARKING:	1	1	1
TOTAL PARKING SPACES:	22	28	22
*ONE SPACE PER 400 SQUARE FEET OF GROSS FLOOR AREA.			
**ONE SPACE PER 320 SQUARE FEET OF GROSS FLOOR AREA.			

ADDITIONAL NOTES:
EXISTING CONDITIONS:
OVERVIEW:
THE SITE IS A 0.64-ACRE COMMERCIAL SITE AT THE INTERSECTION OF BUFORD HWY AND OLD NORCROSS WAY. THE SITE IS BOUNDED BY BUFORD HWY THE NORTH AND WEST, OLD NORCROSS ROAD TO THE NORTH, COMMERCIAL SITES TO THE EAST AND SOUTH, AND AN ATLANTA GAS LIGHT LOT TO THE SOUTHEAST. THE SITE CONSISTS OF TWO EXISTING AUTO SHOP BUILDINGS AND ASSOCIATED DRIVEWAY AND PARKING FOR THE INTENDED USE. AN EXISTING THROUGH EASEMENT DEDICATED TO ATLANTA GAS LIGHT MAKES UP 0.138 ACRES OF THE SITE. ADDITIONALLY, AN EXISTING TEMPORARY CONSTRUCTION EASEMENT DEDICATED TO INSTALLATION OF NEW ATLANTA GAS LIGHT INFRASTRUCTURE MAKES UP 0.186 ACRES OF THE SITE. IT IS UNCLEAR IF THIS TEMPORARY EASEMENT HAS EXPIRED. THE SITE HAS TWO DRIVEWAY CONNECTIONS TO BUFORD HWY.

UTILITY CONNECTIONS:
THE EXISTING BUILDING IS SERVED BY GWINNETT DWR COUNTY WATER. A DOMESTIC WATER LINE CONNECTING THE BUILDING TO 10" CAST IRON WATER MAIN ALONG NORTHERN ROW OF BUFORD HWY. AN EXISTING 16" DIP WATER MAIN ALSO RUNS ALONG THE SOUTHERN ROW OF BUFORD HWY. NO ONSITE EXISTING SEWER WAS SHOWN ON THE SURVEY. THE NEAREST SANITARY SEWER PER GWINNETT COUNTY GIS, IS AN EXISTING 8-INCH DIP SANITARY SEWER LINE THAT LIES APPROXIMATELY 280' SOUTH OF THE SOUTHERN CORNER OF THE SUBJECT PROPERTY. THIS CONNECTION WOULD REQUIRE A NEW SEWER EASEMENT THROUGH THE ADJACENT SOUTHERN PROPERTY. ALTERNATIVELY, ANOTHER SANITARY MANHOLE THAT LIES 350' SOUTHWEST OF THE SOUTHWESTERN PROPERTY CORNER CAN BE TIED INTO, BUT WILL REQUIRE WORK IN THE ROW OF BUFORD HWY.

SITE DRAINAGE:
IN GENERAL, THE SITE DRAINS FROM NORTH TO SOUTH AND TIES INTO AN EXISTING STORM SEWER SYSTEM AT A HEADWALL LOCATED AT THE SOUTHERN PROPERTY CORNER. THERE IS NO EXISTING STORMWATER DETENTION FOR THIS SITE PROVIDED.

VEGETATION:
THERE ARE NO EXISTING TREES ONSITE.

DUMPSTER PAD:
A DUMPSTER PAD IS REQUIRED FOR THIS SITE.

PLANNING & ZONING:

LAND USE:
AUTO GLASS REPAIR

ZONING:
THE SITE IS ZONED BH. ONE ADJACENT SITE TO THE NORTH IS ZONED C-2, THE REMAINING ADJACENT SITES ARE ZONED BH. NO ZONING BUFFERS REQUIRED.
AUTO GLASS REPAIR IS NOT A PERMITTED USE IN THIS ZONING DISTRICT. THE CLOSEST USE WOULD BE SERVICES - OFFICE, CLERICAL, REPAIR, RESEARCH AND PERSONAL - NOT PRIMARILY RELATED TO THE SALE OF GOODS OR MERCHANDISE. THIS USE REQUIRES A SPECIAL USE PERMIT.

SITE DESIGN INFORMATION:

IMPERVIOUS COVER:
MAXIMUM IMPERVIOUS ALLOWED 90%
IMPERVIOUS COVERAGE PROPOSED (INCLUDING BUILDING ADDITION) 80.0%.

PARKING:
MINIMUM SPACES REQUIRED: 16 SPACES (UP TO 25% REDUCTION ALLOWED TO THE MIN. WITH ADMIN VARIANCE)
ONE (1) SPACE FOR EACH 400 SQUARE FEET OF GROSS FLOOR SPACE
PROVIDED SPACES (INCLUDING BUILDING ADDITION): 19 SPACES
DIMENSIONS:
STANDARD 9'X17.5'
COMPACT (UP TO 40%) 8'X15' (REQUIRES ADMIN. VARIANCE)

BUILDING SETBACKS:
FRONT: 20' MAX FROM BUFORD HWY
SIDE: 0'
REAR: 0'

LANDSCAPE STRIPS:
10' WIDE FROM BUFORD HWY

LANDSCAPE REQUIREMENTS:
16 TDU PER ACRE

NOTE: ALL CURB RADII ARE 5 FT., UNLESS OTHERWISE NOTED.

NOTE: ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING, OR CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED.

© Copyright 2026
Travis Pruitt & Associates, Inc.

THESE DRAWINGS AND THEIR REPRODUCTIONS ARE THE PROPERTY OF THE ENGINEER AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS ENGINEER.

4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com
CONTACT PERSON: ALBERT UKRAINSKIY
e-mail: alukrainskiy@travispruitt.com



CONCEPT PLAN
BUFORD HWY AUTO GLASS
5386 BUFORD HWY, LAND LOT 241, 6TH DISTRICT, CITY OF NORCROSS, GWINNETT COUNTY, GEORGIA

For The Firm
Travis Pruitt & Associates, Inc.
DATE: 05-06-2026
SCALE: 1" = 20'
CN: 260179CP1
JN: 1-26-0179
FN: 176-D-009
SHEET NO: 1 OF 1

Re: 5386 Buford Highway

From Helen Balch <Helen.Balch@norcrossga.net>
Date Tue 5/19/2026 3:59 PM
To Jessica Stephens <Jessica.Stephens@norcrossga.net>
Cc Business License <businesslicense@norcrossga.net>

Thank you! I appreciate it.



Helen Balch, AICP
Community Development & Planning Director

helen.balch@NorcrossGA.net

Office: 678.421.2003

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Sent: Tuesday, May 19, 2026 3:56 PM
To: Helen Balch <Helen.Balch@norcrossga.net>
Cc: Business License <businesslicense@norcrossga.net>
Subject: RE: 5386 Buford Highway

Please see below

POST IN A CONSPICUOUS PLACE	
CITY OF NORCROSS  TAX CERTIFICATE	BUSINESS PROPERTY ADDRESS 5386 BUFORD HWY NORTH
Professional -- Occupational -- Regulatory	
In consideration of which the City of Norcross, Georgia, has granted a certificate for carrying on the business of	
This Certificate Expires	SERVICES-BUSINESS 12/31/2026
Amount Paid: 100.00	
Witness my hand with day and year above written Jon Robinson FINANCE DEPARTMENT	
BOLTON'S SERVICE STATION 5386 N BUFORD HWY NORCROSS GA 30071	Certificate No.: 01240 Date of Issue: 01/01/2026 Owner: TAXPAYER
<i>This Certificate is not transferable and is subject to be revoked if abused.</i>	

Regards,



Jessica Stephens

Tax & Revenue Supervisor

✉ Jessica.Stephens@NorcrossGA.net

📞 Office: 770.448.2122

📍 65 Lawrenceville St NW, Norcross, GA 30071

🌐 www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: Helen Balch <Helen.Balch@norcrossga.net>
Sent: Tuesday, May 19, 2026 11:48 AM
To: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Subject: 5386 Buford Highway

Hi Jessica,
Does 5386 Buford Highway have an active business license?

If they do not, when was the last time they renewed?



Helen Balch, AICP

Community Development & Planning Director

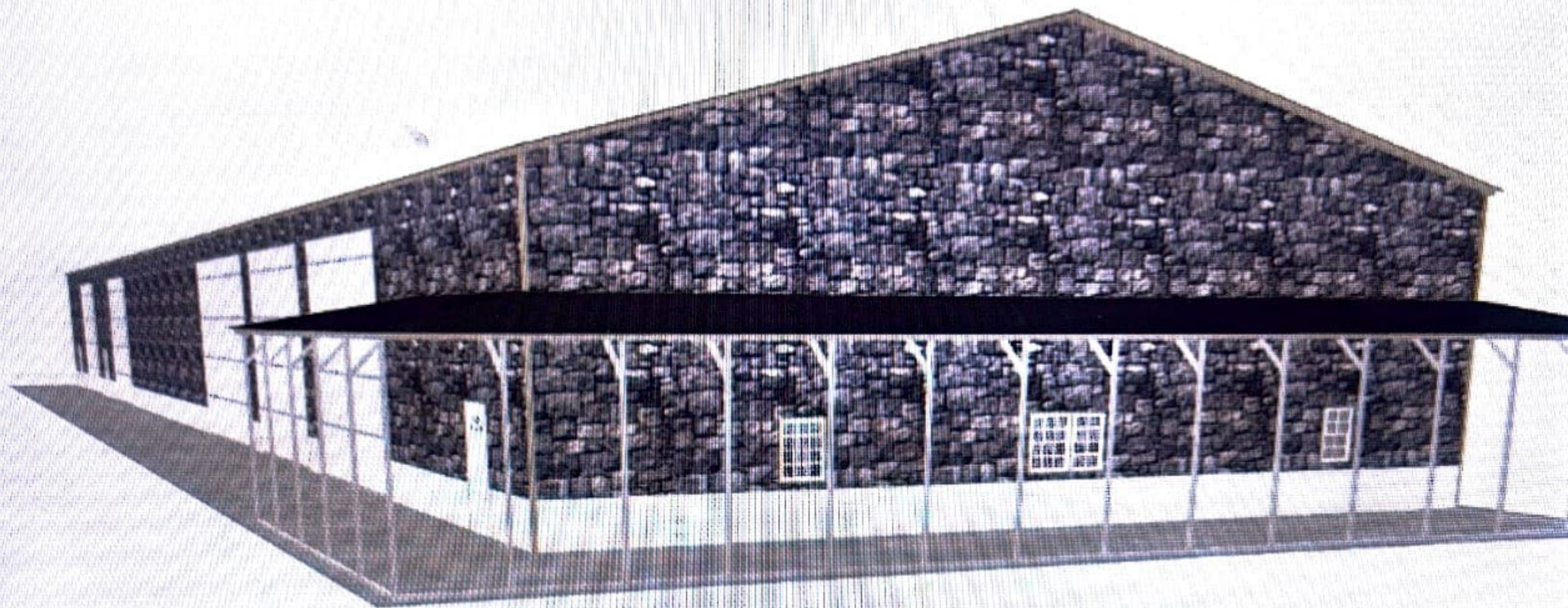
helen.balch@NorcrossGA.net

Office: 678.421.2003

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena



70' W x 200' L x 18'/10' H
Approximate peak height: 25'8"



HOME



SCENE



LEFT



RIGHT



IN



OUT



UNDO



RESET



70' W x 200' L x 18'/10' H
Approximate peak height: 25'8"





Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

May 27, 2026

Mr. Sal Madanat

RE: 5386 Buford Highway

Thank you for your patience regarding your inquiry for 5386 Buford Highway.

The subject property is currently zoned BH (Buford Highway). The purpose of the BH zoning district is to encourage the redevelopment of Buford Highway in conformance with the vision for the corridor in the city's comprehensive plan and the Buford Highway Master Plan as a mixed-use and multimodal corridor. The district utilizes design standards and land use controls that will provide the necessary transition from the industrial and commercial character into the historic areas of the city, while maintaining opportunity for growth and economic vibrancy.

As part of the adoption of the BH zoning district in 2019, motor vehicle related uses, including motor vehicle related retail, motor vehicle repair, motor vehicle service, and motor vehicle sales, were removed as permitted uses within the district.

Any motor vehicle related uses currently operating within the BH zoning district are permitted to continue only as lawful nonconforming uses pursuant to Article VI of the Unified Development Ordinance. Section 206-3(a)(5) states that a nonconforming use shall not be "changed to another nonconforming use."

City records indicate the current lawful nonconforming use at this location is auto repair use. The proposed use, an auto glass replacement facility, is considered a different motor vehicle related use classification. Although both uses are vehicle-related, they are classified separately under the North American Industry Classification System (NAICS) and are not considered the same use for purposes of continuing a lawful nonconforming use.

Because the proposed use is not considered a continuation of the existing nonconforming auto repair use, the proposed auto glass replacement facility would not be permitted at 5386 Buford Highway.

Thank you,


Helen Balch

Community Development & Planning Director



Appeal Request

Case Number	Appeal of Community Development and Planning Director's Decision
Hearing Date	July 23, 2026
Appellant	Ms. Philamenia Rivers
Property Location	145 Autry Street (6254 007)
Current Zoning	M1 (Light Industry) since 1972
Proposed Zoning	N/A
Character Area	Character Area 5: Hopewell Woods
Site Acreage	3.95
District	6
Land Lot	254
Parcel #	6254 007
Taxes Paid	N/A
Historic District	N/A

Appeal Request: The appellant is seeking to appeal the Community Development and Planning Director's decision regarding the interpretation that personal service uses such as a barbershop and beauty parlor are not legal nonconforming at 145 Autry Street. Staff received a request for two Certificate of Occupancies for 145 Autry Street, Suites one (1) and two (2), which house both barbers and cosmetologists. Personal service uses, which include barbers and cosmetologists, are not permitted as of right uses in the M1-Light Industry district. According to the Finance Department, the last active license on file for a barber/beauty shop use was 2015 for 145 Autry Street. The email correspondence is attached to this analysis. Per Unified Development Ordinance Code Section 206-3: Nonconforming Uses, a business can lose its nonconforming status if it fails to obtain a new occupational tax certificate within six months of the closure of the previous non-conforming use or renew an existing occupational tax certificate per the city's prescribed renewal schedule for existing occupational tax certificates. The Certificate of Occupancies for both suites one (1) and two (2), are not tied to any active business licenses on file, therefore staff denied the two requests since the nonconforming status was lost. Pursuing a special use permit for such uses in the M1-Light Industry district can remedy the non-conformity for this user, current and future users.

Staff will grant a temporary Certificate of Occupancy for 120 days which gives the applicant adequate time to pursue a special use permit for both the barber and cosmetology uses in Suites one (1) and two (2). The appellant believes her business license was renewed and paid for at least through 2022, but those supporting documents are not available.

The landowner, Hopewell Missionary Baptist Church, can pursue a special use permit for the subject parcel, which can rectify the existing nonconforming uses operating at 145 Autry Street.

Appeal (145 Autry Street)

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Findings:

1. The granting of the appeal may cause substantial detriment to the public good or impair the purpose and intent of the UDO.

Staff recommends **DENIAL** of the appeal request.

Appeal (145 Autry Street)

Variance Criteria:

Please see below for the staff interpretation of the variance criteria. The applicant has also prepared answers to the variance criteria that can be viewed in the application.

Factor: (1) Whether there are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.

Analysis: There are no known extraordinary and exceptional conditions pertaining to the particular property in question due to size, shape or topography.

Supports Requested Use: No

Factor: (2) Whether the application of the UDO to this particular piece of property would create unnecessary hardship.

Analysis: Application of the UDO to this particular piece of property would not create an unnecessary hardship. Economic considerations may be taken into consideration as a hardship but shall not, of themselves, be the sole criteria upon which the Zoning Board of Appeals may grant a variance.

Supports Requested Use: No

Factor: (3) Whether such conditions are peculiar to the particular piece of property involved.

Analysis: Nonconforming uses exist throughout the City of Norcross so such conditions are not considered peculiar to the particular piece of property involved. Pursuing a special use permit for such uses in the M1-Light Industry district can remedy the non-conformity for this user, current and future users.

Supports Requested Use: No

Factor: (4) Whether such conditions are the result of any actions of the property owner.

Analysis: The conditions can be considered as the result of the actions of the property owner and tenant. Hopewell Baptist Church owns the subject parcel which houses the Christianomics Mall and Training Center, Child Development Center, Ministry House, and a Fitness Center. Per Unified Development Ordinance Code Section 206-3: Nonconforming Uses, a business can lose its nonconforming status if it fails to obtain a new occupational tax certificate within six months of the closure of the previous non-conforming use or renew an existing occupational tax certificate per the city's prescribed renewal schedule for existing occupational tax certificates. The Certificate of Occupancies for both suites one (1) and two (2), are not tied to any active business licenses on file, therefore staff denied the two requests since the nonconforming status was lost. Pursuing a special use permit for such uses in the M1-Light Industry district can remedy the non-conformity for this user, current and future users.

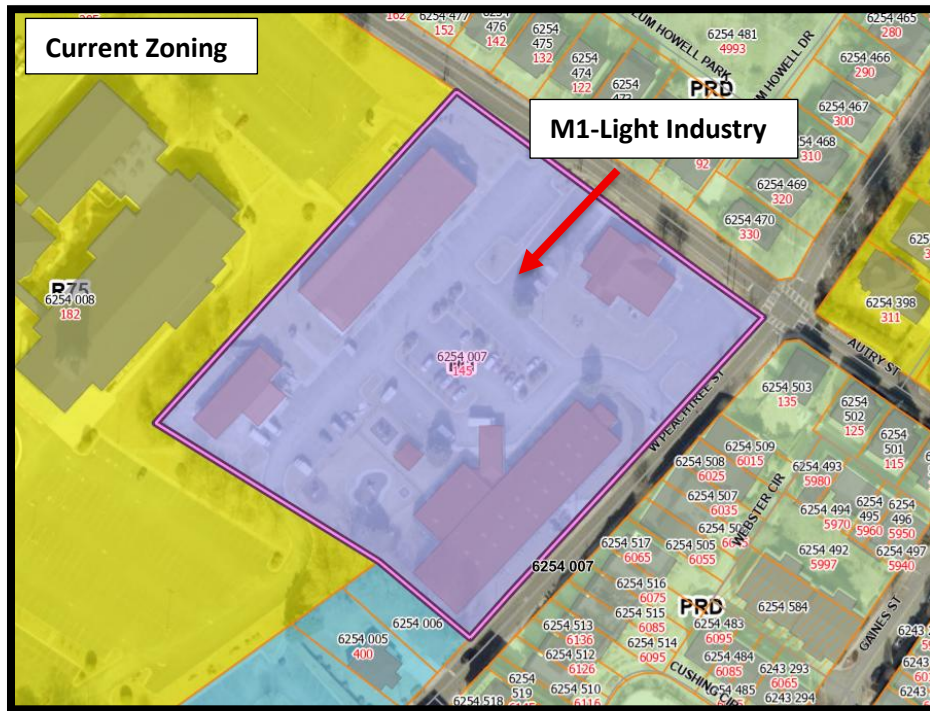
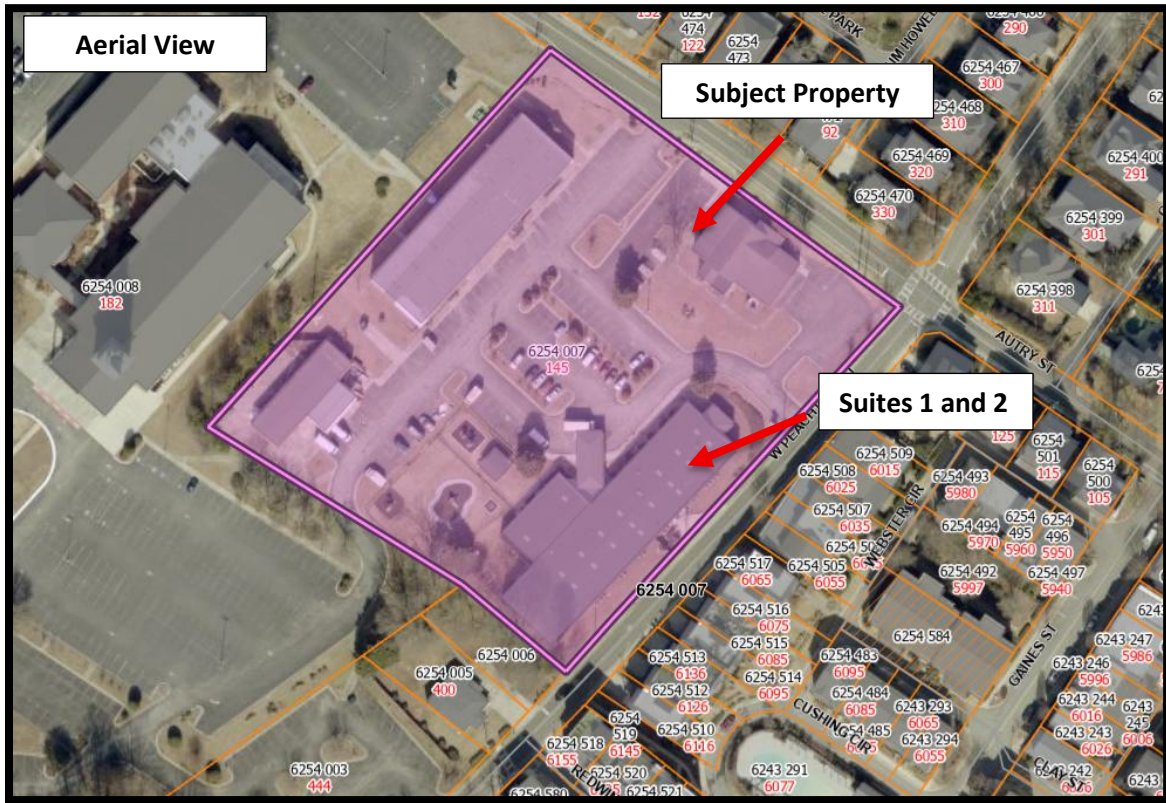
Appeal (145 Autry Street)

Supports Requested Use: No

Factor: (5) Whether the requested relief, if granted, would cause substantial detriment to the public good or impair the purpose and intent of the UDO.

Analysis: The requested relief, if granted, may cause substantial detriment to the public good or impair the purpose and intent of the Unified Development Ordinance. Per UDO section 206-1.b. It is the intent of this UDO to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this UDO that nonconforming uses shall not be enlarged upon, expanded nor extended, nor be used as a basis for additional structures or uses prohibited elsewhere in the same district.

Supports Requested Use: No



Appeal (145 Autry Street)

Christianomics Mall where Suites 1 and 2 are located



Current zoning district for the property

The M1 light industry district is comprised of lands that are located on, or have ready access to, a major street or state highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions. The subject parcel has been zoned M1 since 1972, the year the first official zoning map of Norcross was adopted.

PHILS Barber & Style

From Philamenia Rivers <[REDACTED]>

Date Wed 6/17/2026 12:31 AM

To Helen Balch <Helen.Balch@norcrossga.net>

Cc LeDarius Scott <LeDarius.Scott@norcrossga.net>

You don't often get email from [REDACTED] [Learn why this is important](#)

Caution: This email came from outside Norcross Networks. Do not open attachments or click on links if you do not recognize the sender.

Dear Ms. Balch,

My name is Philamenia Kelly Rivers, owner/operator of Phil's Barber and Style Shop, Suite #2, in Norcross, Georgia.

I am respectfully requesting an opportunity to meet with you and discuss a decision made by the City of Norcross that resulted in our business being prevented from serving our customers on June 16, 2026. I would also like to be placed on the agenda to appeal this matter before the appropriate board at its next scheduled meeting on July 23, 2026.

The events of June 16, 2026, have had a significant impact on our business, our licensed professionals, and the customers who rely on our services. After serving the community for more than 20 years, it was devastating to have our operations interrupted without prior notice.

On that day, customers were unable to receive services, and licensed barbers and stylists were unable to perform scheduled appointments. Some professionals were even prevented from accessing their tools and equipment needed to serve clients who had appointments scheduled days in advance.

Because this matter is extremely important and has caused substantial hardship, I would greatly appreciate the opportunity to speak with you prior to the July 23 meeting. An email cannot fully convey the impact this action has had on our business, licensed professionals, and customers.

Thank you for your time and consideration. I look forward to hearing from you and hope to arrange a meeting or phone conversation at your earliest convenience.

Respectfully,

Philamenia Kelly Rivers
Phil's Barber and Style Shop, Suite #2
Norcross, Georgia



Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

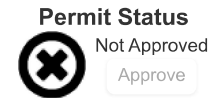
Reason	Description	Pages
--------	-------------	-------



COO2026-088: Phil's Barber and Styles Suite 2

Business license for Salon in suite 2

[Edit](#) [Renewal Notify](#)



Project Status : C Closed

Due Dates: [2026-05-26](#) [2026-07-13](#)

[Holds / Requirements \(4\)](#) [Details](#) [Open Files \(3\)](#) [Submittals \(1\)](#) [Communication](#) [Fees \(\\$0.00\)](#) [Inspections](#) [Other ▾](#)

Project Communication

Add general comments, site visit information, inspection information, meeting minutes, and emails to the project communicator. In order to add a new communication, select "New Comment". Select the appropriate comment type, and complete the information and submit.

[New Comment](#)

Balch, Helen

posted 2026-06-10 13:52:40 to

Smoke, Phillip

Scoi

Personal service is not allowed by right in M1 zoning district.

Personal service means any non-medical, for profit enterprise which primarily offers services to the general public including, but not limited to, shoe repair, **barbers beauty parlor**, health club, self-serve laundromat facility, nail salon, tailor or tanning salon. These uses may also include accessory retail sales of products related services provided.

A personal service would need a Special Use Permit to be approved by the Planning and Zoning Board and Mayor and City Council through a public hearing. The takes about three months and approval is not guaranteed. For more information on the process and fees, please email communitydevelopment@norcrossga.net.

Per code section 201-26 (e)(2):

- (e) *M1 special permit uses*. The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article supplemental use standards, as applicable.
 - (2) *Services?office, clerical, repair, research and personal?not primarily related to the sale of goods or merchandise.*
 - a. **Any service establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.**

Thank you.

This request will be failed and closed.

Killings, Jalia

posted 2026-05-13 20:11:04 to

Community Developm

Address is 350 W Peachtree St, but according to Gwinnett GIS, the address is 145 Autry under Parcel ID 6254 007

Killings, Jalia

posted 2026-05-13 14:21:04 to

Community Developm

COO2026-087 and COO2026-088 was originally completed by Philip Smoke.

Staff Member Killings changed the COO2026-088 Applicant and Project owner to Philamenia Rivers, who is a business partner to Philip Smoke and in the next suite t barbershop.

COO2026-087 is for the barbershop in Suite/Unit 1 is under Philip Smoke; and COO2026-088 is for the salon in Suite/Unit 2 is under Philamenia Rivers

[Print Details](#)

©2009 ePlan Solutions

EPS Version: 1.16.2 Build Date: 2025-03-10 00:39:23

Balch, Helen ([Administration Access](#))

[Generate Certificates](#)

RE: List of Active Licenses for 145 Autry Street

From Jessica Stephens <Jessica.Stephens@norcrossga.net>

Date Wed 7/8/2026 4:03 PM

To LeDarius Scott <LeDarius.Scott@norcrossga.net>

Cc Helen Balch <Helen.Balch@norcrossga.net>; Janneth Nidez <Janneth.Nidez@norcrossga.net>; Jon Robinson <Jon.Robinson@norcrossga.net>

Team,

The only active license we have for the church is 08063 – ALPHA PREPARATORY ACADEMY but the listed address is 350 W PEACHTREE. Businesses for this church have also used, 182 AUTRY ST. The last paid/active license for any Barber/Beauty salon was year 2015. It looks like most businesses were listed under the church owner “PHIL” but partnered with others that are the real owners. No business license found for the church. Let me know if you need further clarification.

Regards,



Jessica Stephens

Tax & Revenue Supervisor

 Jessica.Stephens@NorcrossGA.net

 Office: 770.448.2122

 65 Lawrenceville St NW, Norcross, GA 30071

 www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: LeDarius Scott <LeDarius.Scott@norcrossga.net>

Sent: Wednesday, July 8, 2026 12:55 PM

To: Jessica Stephens <Jessica.Stephens@norcrossga.net>

Cc: Helen Balch <Helen.Balch@norcrossga.net>

Subject: Re: List of Active Licenses for 145 Autry Street

And more specifically, the last business license we have on file for Barbershop/Cosmetology use.



LeDarius Scott, AICP

Senior Planner

ledarius.scott@NorcrossGA.net

Office: 770.449.4062

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena

From: LeDarius Scott
Sent: Wednesday, July 8, 2026 12:25 PM
To: Jessica Stephens <Jessica.Stephens@norcrossga.net>
Cc: Helen Balch <Helen.Balch@norcrossga.net>
Subject: List of Active Licenses for 145 Autry Street

Jessica,

My last request is for a list of active licenses for 145 Autry Street which is a parcel owned by Hopewell Baptist Church.

Thanks,



LeDarius Scott, AICP

Senior Planner

ledarius.scott@NorcrossGA.net

Office: 770.449.4062

65 Lawrenceville St NW, Norcross, GA 30071

www.NorcrossGA.net

NOTE: Email is provided to employees for the administrative needs of the city. Email correspondence to/from a city email account is considered public information and subject to release under Georgia laws or pursuant to subpoena