

19-BDA-05-05

**CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION**

Name of Applicant The Dogwood / Michael Rabb
Mailing Address 573 N Central Ave Hapeville, GA 30354
Telephone _____ Mobile # _____ Email _____
Property Owner (s) Michael Rabb
Mailing Address 573 N Central Ave Hapeville, GA 30354
Telephone 404-254-1004 Mobile # _____
Property Address/Location: 3409 Dogwood Dr. Hapeville, GA 30354
Parcel I.D. # (INFORMATION MUST BE PROVIDED): 14 009800170179
Square Foot of Property 30,000 sqft Building Size 4600 sqft Zoning C2-UV
Present Land Use Vacant
Variance Requested Parking - off site parking
Applicable Code Section 93-23-12

I hereby make application to the City of Hapeville, Georgia for the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the City of Hapeville, Georgia, reserves the right to enforce any and all ordinances regardless of any action or approval on this application. I further understand that it is my/our responsibility to conform with all of City of Hapeville's Ordinances in full. I hereby acknowledge that all requirements of the City of Hapeville shall be adhered to. I can read and write the English language and/or this document has been read and explained to me and I have full and voluntarily completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville, Georgia pursuant to O.C.G.A. 16-10-20 and I may be prosecuted for a violation thereof.

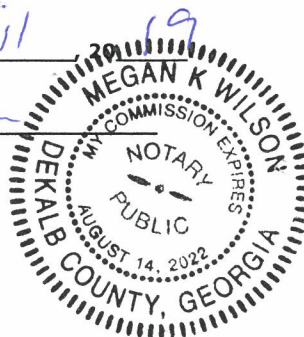
Applicant's signature _____

Date: 4/24/19

Sworn to and subscribed before me.

This 24th day of April

Meghan K. Wilson
Notary Public



**CITY OF HAPEVILLE
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WRITTEN SUMMARY

In detail, explain any extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that would qualify for a variance.

We Would like to provide a beautiful Garden Space and event Center for the City of Hapeville.

There is a parking agreement already in place with a neighboring business - please See Attached Copy of parking lease.

Explain how the application of the ordinance to this particular piece of property would create an unnecessary hardship.

We would not be able to move forward with creating the gardens.

Explain how these conditions are peculiar to the particular piece of property involved.

Without the ability to create the gardens we will not be able to have the event space.

What, if any, detriment to the public good would the proposed project have if a variance was granted?

None

**CITY OF HAPEVILLE
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AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

3409 Dogwood Dr. 30354

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF A VARIANCE FOR THE PROPERTY.

Name of Applicant

Michael Rabb

Address of Applicant

573 N Central Ave Hapeville, GA 30354

Telephone of Applicant

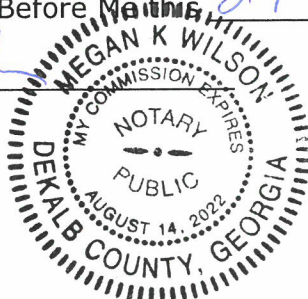



Signature of Owner

Michael Rabb
Print Name of Owner

Personally Appeared Before Me this 24th day of APRIL, 2019.

Megan K Wilson
Notary Public



Gross Area = 4,633 SF
 Occupancy Type: Assembly - 7A-2 (Banquet Hall)
 Occupancy Count: 283 (142 Female & 142 Male)
 IBC Required: Provided

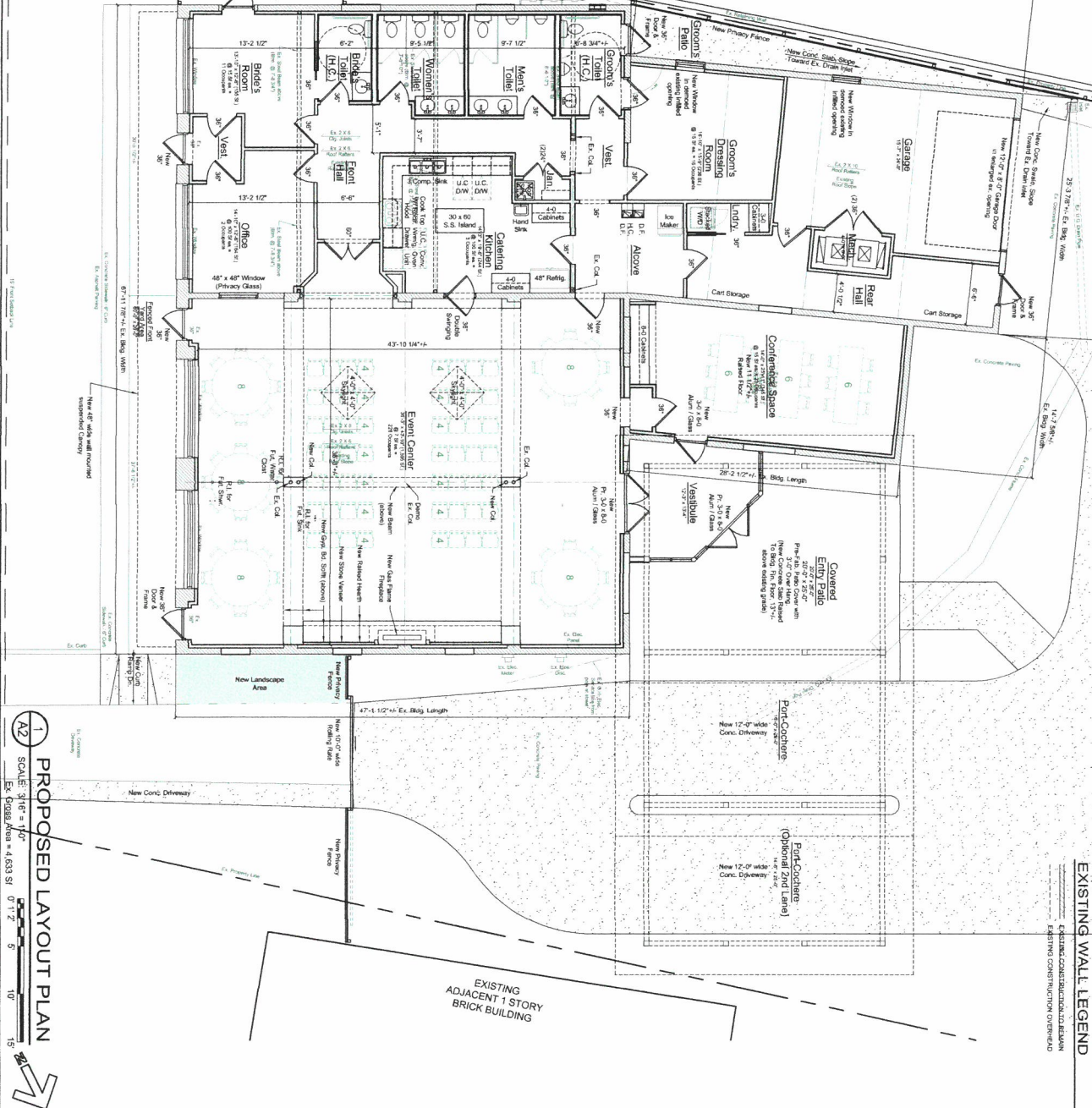
Water Closets
 1 per 40
 4

Lavatories
 1 per 40
 4

F = 1 per 75
 3

Drinking Fountain
 1

Utility Sink
 1



PROPOSED LAYOUT PLAN
 SCALE: 3/16" = 1'-0"
 EX. GROSS AREA = 4,633 SF

EXISTING WALL LEGEND
 EXISTING CONSTRUCTION TO REMAIN
 EXISTING CONSTRUCTION OVERHEAD

CHINN

CHINN ASSOCIATES, INC.
 706-435-4595 FAX 706-435-4596
 chinn@chinnllc.com

REVISIONS
 No. Date
 1 10/1/18
 2 10/1/18

PROJECT
 DOGWOOD
 Event Center
 3409 DOGWOOD DRIVE
 HAYESVILLE, GA 30554

SHEET NUMBER
 A2

Parking Space Lease Agreement

This Agreement is entered into and made effective as of the date set forth at the end of this document by and between New Hope LLC [name],
3421 Dogwood Drive Hapeville, GA 30354 [address]
("Lessor") and The Dogwood Event Center, Inc. ("Dogwood"), 355 Brooks Avenue, Atlanta, GA 30307.

WHEREAS, Dogwood wishes to rent parking spaces from Lessor as needed for overflow parking; and

WHEREAS, Lessor wishes to offer parking spaces for rent,

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

Parking Availability and Leasing

During the term of this Agreement, Lessor agrees to make available a minimum of 60 spaces for overflow parking in Lessor's existing parking lot located at 3421 DOgwood Drive Hapeville, GA 30354 (the "Parking Space"). Dogwood agrees to rent the Parking Space during the term of this Agreement.

Duration of Lease

The lease begins on the date of this Agreement, continues for a period of five years, and shall automatically renew for additional 5 year term. Either party can terminate this agreement with a 60 day written notice.

Price

Dogwood agrees to pay and Lessor agrees to accept the following amount:

\$ 75.00, per event, during which Dogwood uses the Parking Space for overflow parking.

Payment

The Lease Price will be paid within 21 days after the end of each month in which Dogwood used the Parking Space.

Limitation of Liability

Neither party will be responsible for any damage to vehicles. Nor will either party be liable for any special, indirect, consequential or punitive damages arising out of or relating to this Agreement in any way.

Attendants

The parking lot will not be supervised by attendants. ***Any valet service hired will carry their own liability insurance.**

General Provisions

Amendments: This Agreement may only be amended in writing signed by both Parties.

No Waiver: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

Severability: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

Counterparts: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

Notices Electronic Communications Permitted: Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or priority mail to the address of the party set out at the head of this Agreement.

Dated: 4/17/2019

Lessor:

New Hope LLC

Signature

Printed Name

Lessee:

The Dogwood Event Center, Inc

By:





Image capture: Oct 2018 © 2019 Google

Hapeville, Georgia



Street View - Oct 2018