



Jordan Company
Investment & Commercial Real Estate



Available
41 Vacant Developed Townhome Lots
James Creek Community
Unincorporated Forsyth County, Georgia



Presented by:
The Jordan Company
Rob Jordan/David Walmsley
4200 Northside Parkway
Office: 404.237.2900 x 107
Building 3, STE A
Atlanta GA 30327

The information contained herein is derived from a variety of sources including the owner, public records and other sources the Jordan Company deems to be reliable. The Jordan Company has no reason to doubt, but does not guarantee the accuracy of this information.

Location: Subject property is located in unincorporated South Forsyth County along Windermere Parkway, North-East of Georgia Highway 141 and South-West of Georgia Highway 20. Subject Property is located 4 miles East of GA 400, 6.5 miles South of Cumming, and 28 miles North of I-285.

On-Site: Subject Property consists of 41 developed townhome lots within the larger master-planned community of James Creek, consisting of 855 lots. Approximately 60% of the total lots in all of James Creek have been built and sold. The townhome portion of the James Creek is approximately 30% built and sold.

Lot Conditions: - All lots are graded and fully developed,
- Water, sewer, power, and telecommunications are on site,
- Seven lots are basement lots, six lots have slabs already poured.

Lot Sizes: 21' x 44' – 11 lots (rear alley entry) Lots 706-711 and 773-777
26' x 54' – 30 lots (front entry) Lots 657-769 and 618-624

Zoning: PUD-C (Conditions Attached)

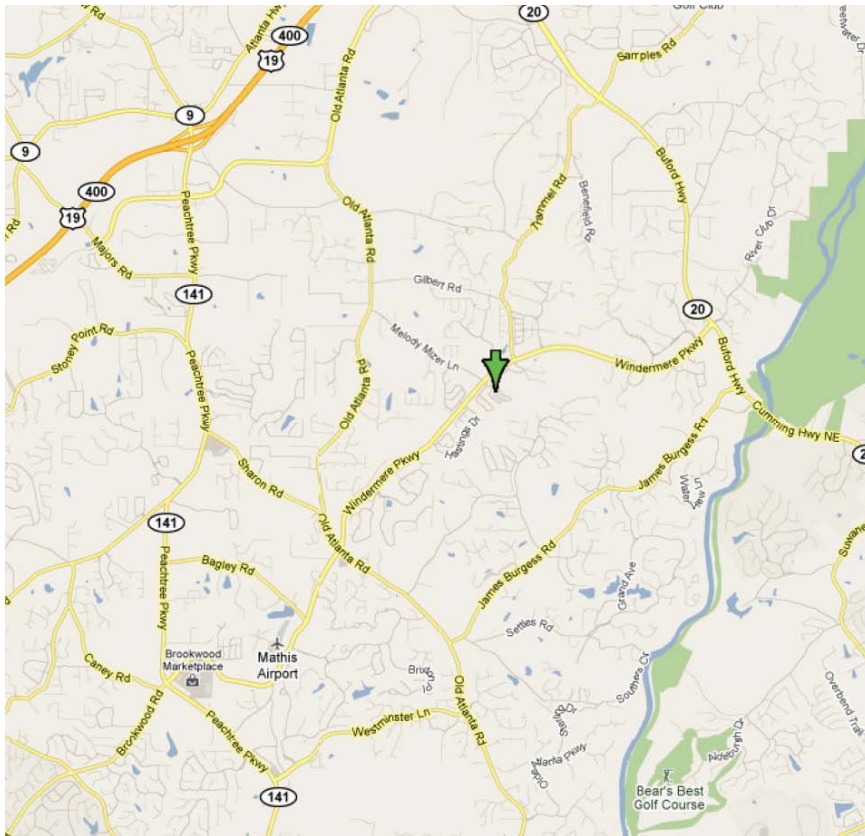
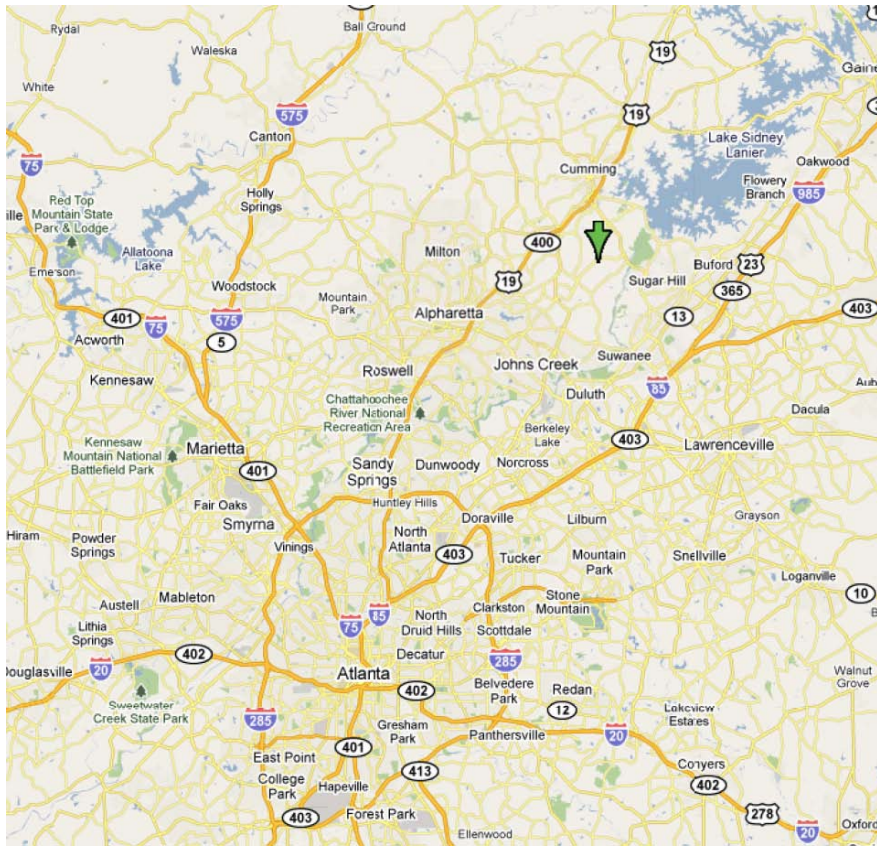
Amenities: Swim, tennis, pro shop, fitness center, clubhouse, playground, nature trails, and jogging trails. www.jamescreektenniscenter.com . Pedestrian underpass across Windermere Parkway from subject townhome location to amenities.

Schools: Elementary: Dave's Creek Elementary
Middle: South Forsyth Middle School
High: South Forsyth High School – 2009 Newsweek: "America's Best Public Schools Award"

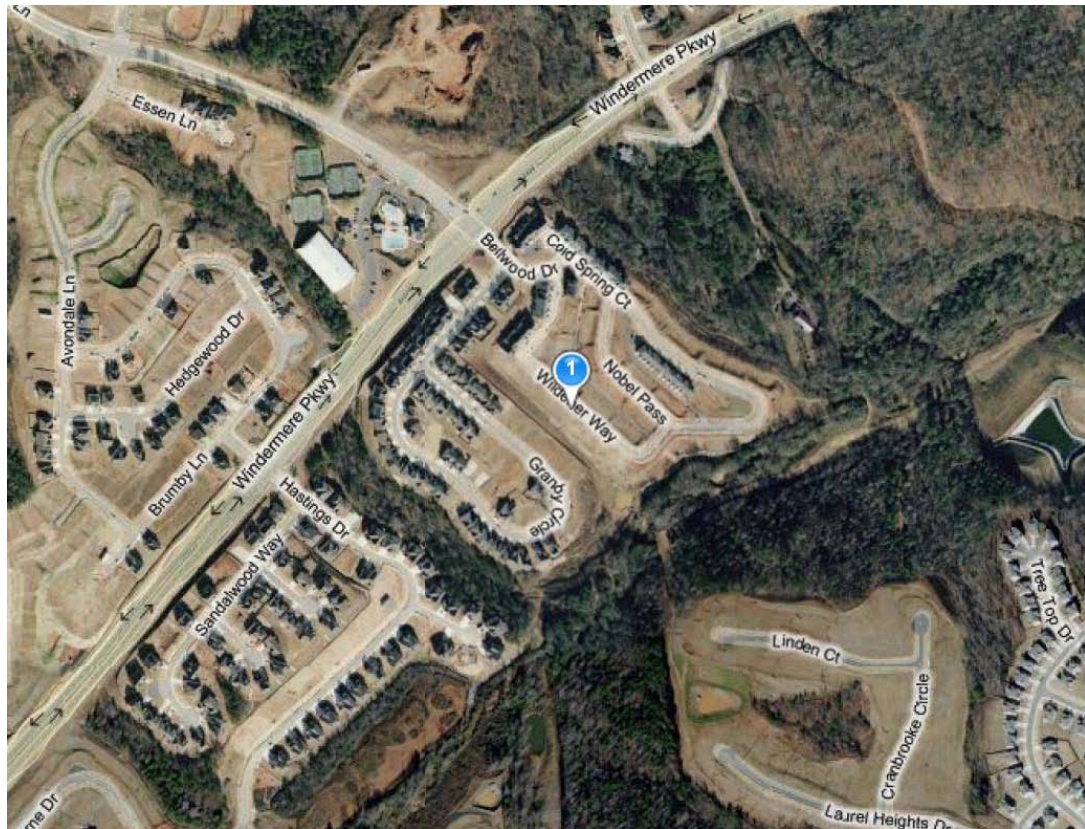
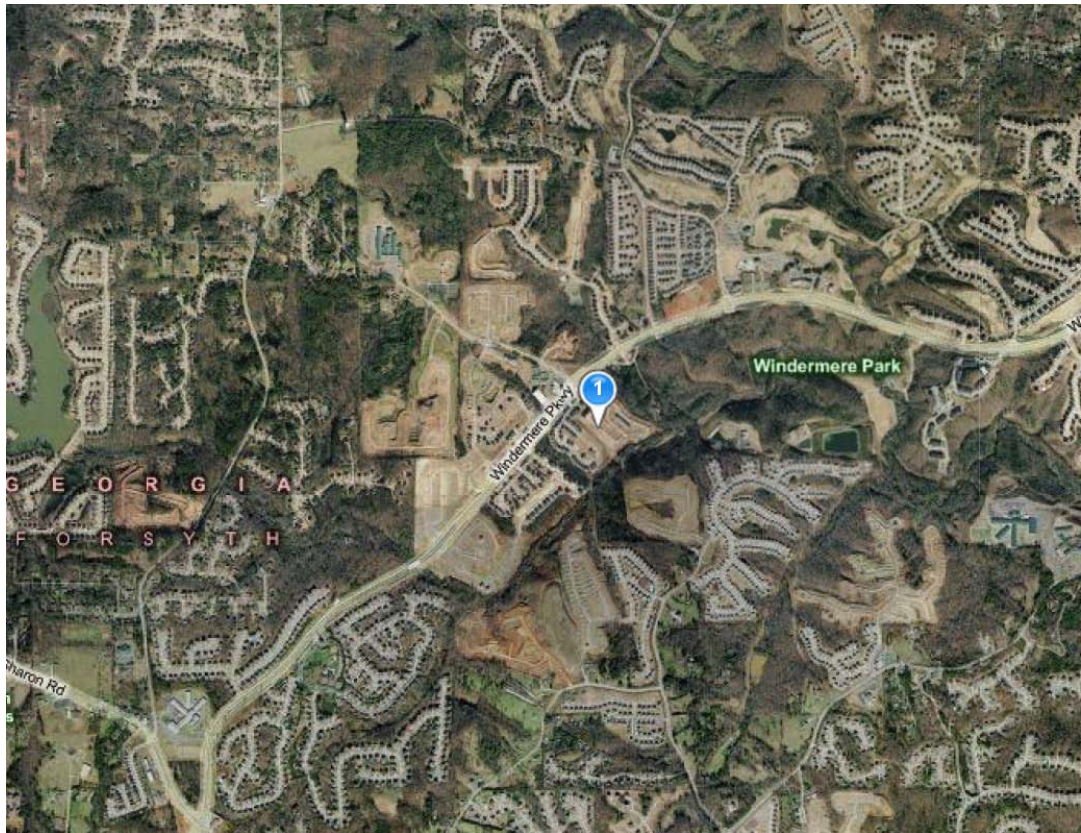
HOA Dues: \$1,534 annual dues plus \$700 initiation fee at closing.

Price: \$25,000 per lot. Price *includes* sewer tap fees of \$5,130 per lot.

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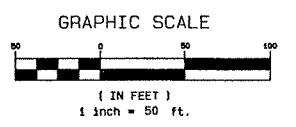
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James Creek Community Master Plan



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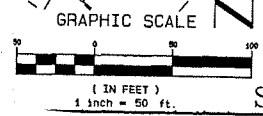
- 21' Rear entry lots
- 26' Front entry lots



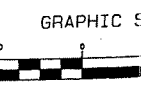
7 Basement Lots

Rear alley entry lots

6 Slabs already poured



SANITARY SEWER ASBUILT



Townhome Façade

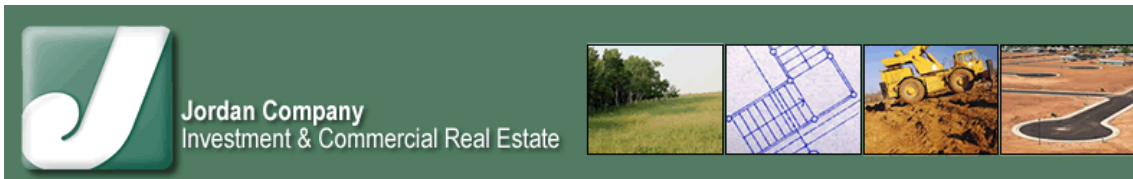


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Tennis Facilities – Indoor and Outdoor Courts



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Memorandum of Understanding

Agreement between private sewer owner and Forsyth County providing adequate sewer and water service for the townhome lots.

ORIGINAL

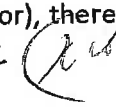
MEMORANDUM OF AGREEMENT FOR SETTLEMENT REGARDING THE
JAMES CREEK WRF BETWEEN FORSYTH COUNTY, GEORGIA AND
WATERSCAPE SERVICES, LLC


The following substantive and material terms shall form the basis of a comprehensive Settlement Agreement between Forsyth County Georgia, and its officers, agents and employees, and Waterscape Services, LLC and its officers, agents and employees:

1. Forsyth County will pay ^{2.0}~~\$2.2~~ million for all off-site easements, contracts, accounts receivable, rights to future expansion of the service area, and all other James Creek WRF rights that Waterscape Services, LLC has via quit claim deed or other appropriate vesting instrument;
 - a. Prior to closing, Forsyth County shall require that Waterscape secure an appraisal (business and/or infrastructure) confirming the value of the items identified above is at or near ~~\$2.2~~ million;
 - b. The payments related to the contract for sewer capacity for the Overlook at James Creek subdivision shall be made to and for Waterscape Services;
2. Waterscape will donate the James Creek WRF plus the plant site to Forsyth County, with marketable, fee-simple title to all real estate, installed membranes, fixtures, equipment, permits, plans, designs, appurtenances, choses in action, and all interests whatsoever comprising any part of the James Creek WRF, with Forsyth County to assume no outstanding liabilities (save to honor existing sewer contracts except as noted in 2.a);
3. Waterscape will satisfy all outstanding debts that Forsyth County may have at the Hampton WRF (currently in excess of \$400,000), and prior to closing will secure written confirmation from Hampton that Forsyth County has no outstanding balances of any kind at Hampton, save for any then-current monthly operating charges, to include a commitment by Waterscape Utility and/or Settingdown Utility to no longer bill Forsyth County for electricity charges at the Hampton WRF pertaining to pump stations that are not part of the County system;
4. Ken Curren, individually, shall agree to resign his position as managing member of the Hampton WRF and further agrees to the fullest extent allowed by law to have no further involvement either directly or indirectly with the James Creek WRF, the Hampton WRF [except that Curren and any member of the Curren household shall be allowed to retain their minority ownership interests in Waterscape Utility, LLC and/or Settingdown Utility, LLC – but shall not actively participate in either entity] or any other sewer plant in Forsyth County, this includes but is not limited to any customers, staff, pertinent regulatory agencies, and users of such plants, it being further agreed that this provision is a substantial and material part of the consideration of this agreement, and the parties agree that a demonstrated breach of this obligation shall result in liquidated damages of \$100,000 in favor of Forsyth County.

- (11) *
- a. Forsyth County will not honor any refund or repurchase agreements that may be contained in contracts entered into by Waterscape and its customers

except for the James Creek S/D contract

5. The representation and warranties of Waterscape Services, LLC attached as Exhibits A and B, are adopted as material affirmations of the current condition of the James Creek WRF;
6. At closing Forsyth County shall receive all remaining capacity in the James Creek WRF and may sell that capacity at its then-current established rates - except for the 45 ERU reserved for Gilbert Road, LLC for which the rate is \$5,130 per ERU or tap until April 1, 2012 at which time the rate may change to the then-current rate. Using a flow per day per single family home of 250 gallons per day (the historical maximum flow per tap experienced in the past four years of 189 gallons per day plus a 33% safety factor), there are approximately 1,030 taps with a present value of approximately \$5.28M. * 
7. Forsyth County shall be entitled at closing to collect no less than \$100,000 in outstanding accounts receivable;
8. Within five (5) business days of execution of this memorandum of understanding, Forsyth County shall tender the purchase price into a mutually acceptable escrow account, and Waterscape shall immediately relinquish possession of the James Creek WRF to Forsyth County and Forsyth County shall immediately be obligated to commence operations and be entitled to receive all monthly sewer treatment fees for service beginning on October 1, 2010 (the current billing period); provided that if closing in hereunder shall not occur on or before the final day provided for closing in Paragraph 10 below, then any time thereafter and within five (5) business days after receipt of written notice from Waterscape Services of its intent to resume possession and operation of the James Creek WRF, Forsyth County shall surrender possession of the James Creek WRF to Waterscape Services and Forsyth County shall be obligated to account to Waterscape Services for any sewer treatment fees received by it that accrued during a period of operational control by Waterscape Services, and provided further that notwithstanding any other agreement to the contrary including the terms and provisions of this Memorandum of Agreement, Forsyth County's relinquishment of possession as contemplated above shall not be used by Waterscape or any other person or entity before any court or tribunal as a basis to assert or allege that Forsyth County has acquiesced or acknowledged in any manner Waterscape's right to possession of the James Creek WRF, as both parties shall retain the full right and authority to vindicate completely their alleged lawful right and entitlement to the James Creek WRF in any court with jurisdiction over same, to specifically include the Lumpkin County Superior Court action 06-CV-949, with it being further acknowledged that Forsyth County does specifically dispute Waterscape's right to possession and operational control of the James Creek WRF;
9. Forsyth County shall have a reasonable due diligence period prior to closing of no more than forty five (45) days, and in no event shall closing occur later than December 17, 2010 and Forsyth County shall close unless material deficiencies are found and are not remedied by Waterscape;
10. The Lumpkin County Superior Court litigation between Forsyth County and Waterscape, 06-CV-949 shall remain pending until closing, after which the parties shall jointly submit a

 At closing Forsyth County shall receive all remaining capacity in the James Creek WRF, which is no less than 740 taps based on the County's assumption of 270 GPD, comprised of 543 taps that the county may sell at a price that the county establishes and 197 taps under contract (but not yet paid) that have a contractually guaranteed tap price of \$5,130.

mutual petition for dismissal based upon settlement with the parties to bear their own attorney's fees and costs and with no further litigation to occur between the parties related to the James Creek WRF;

11. The parties shall enter into a mutual non-disparagement agreement and the terms of the final settlement agreement, to the extent allowed by law, shall remain confidential;
12. Waterscape will work in good faith with Forsyth County to coordinate a seamless transition, and will ensure that the plant operator and Ken Curren will deliver to Forsyth county all records, documents, contracts, plats, maps, or data of any kind, be it hard copy or electronic, associated with the James Creek WRF.

*K

Additional, miscellaneous terms

The future settlement agreement(s) will oblige Waterscape Services, LLC and Ken Y. Curren to withdraw all appeals or challenges to any County permits or permit applications of any kind lodged prior to the date of execution of the settlement agreement(s). The settlement agreement(s) will also, to the fullest extent allowed by law, obligate Waterscape services, LLC and Ken Y. Curren to refrain from commenting upon, challenging, resisting, or appealing County permits and permit application of any kind.

It is anticipated that the Settlement Agreement(s) shall include terms additional to those set forth in this proposed memorandum of understanding but shall not material alter the spirit of this memorandum. Prior to commencing negotiations of such terms the parties will agree that all negotiations will be conducted in good faith.

Memorandum accepted:

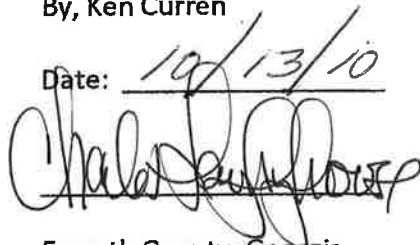


Waterscape Services, LLC
By, Ken Curren

Date:

10/13/10

Memorandum accepted:



Forsyth County, Georgia
By, Charlie Laughinghouse

Date:

10/19/10

*K

13. Forsyth County shall retain the right to conduct a public hearing regarding the terms of this settlement agreement prior to the closing.

EXHIBIT A

JAMES CREEK WRF ERU 10/01/10

<u>RESIDENTIAL</u> (with contract date)		Occupied (Approx.)	Percent Occupied
James Creek subdivision ZA2643 - 8/17/04	882	429	49%
Riverbrooke subdivision- 5/4/04	583	429	74%
Brandon Hall subdivision - 9/18/04	285	228	80%
Nichols Landing subdivision - 3/4/05	271	271	100%
Champions Run subdivision Phase I - 12/29/04	172	89	52%
<i>Champions Run subdivision Phase II (Unpaid)</i>	197	0	0%
Overlook subdivision Phase I - 11/4/04	76	0	0%
<i>Overlook subdivision Phase II (Unpaid)</i>	74	0	0%
Turnberry subdivision - 12/12/05	98	20	20%
Nichols View subdivision - 9/6/06	90	0	0%
Copper Creek subdivision - 5/11/07	86	0	0%
Brandon Park proposed subdivision - 5/3/07	72	0	0%
Laurel Heights subdivision - 5/18/05	57	0	0%
Enclave at Twin Creeks subdivision - 4/20/07	23	0	0%
Jeff Jafari single family home - 10/25/07	1	1	100%
	<u>2,967</u>	<u>1,467</u>	

<u>NON RESIDENTIAL</u> (with contract date)		
Lambert High School - 1/18/07	119	119
Daves Creek Elementary - (no contract)	49	49
James Ballard Industrial ZA #3115 - 6/20/07	15	0
Shirdi Sai Temple - 10/18/07	7	7
St. Colombo Episcopal Church - (no contract)	4	4
	<u>194</u>	<u>179</u>

GRAND TOTAL ERU UNDER CONTRACT= 3,161
GRAND TOTAL OCCUPIED = 1,646 52.1%
Max month flow = 0.238 MGD (10/2009)

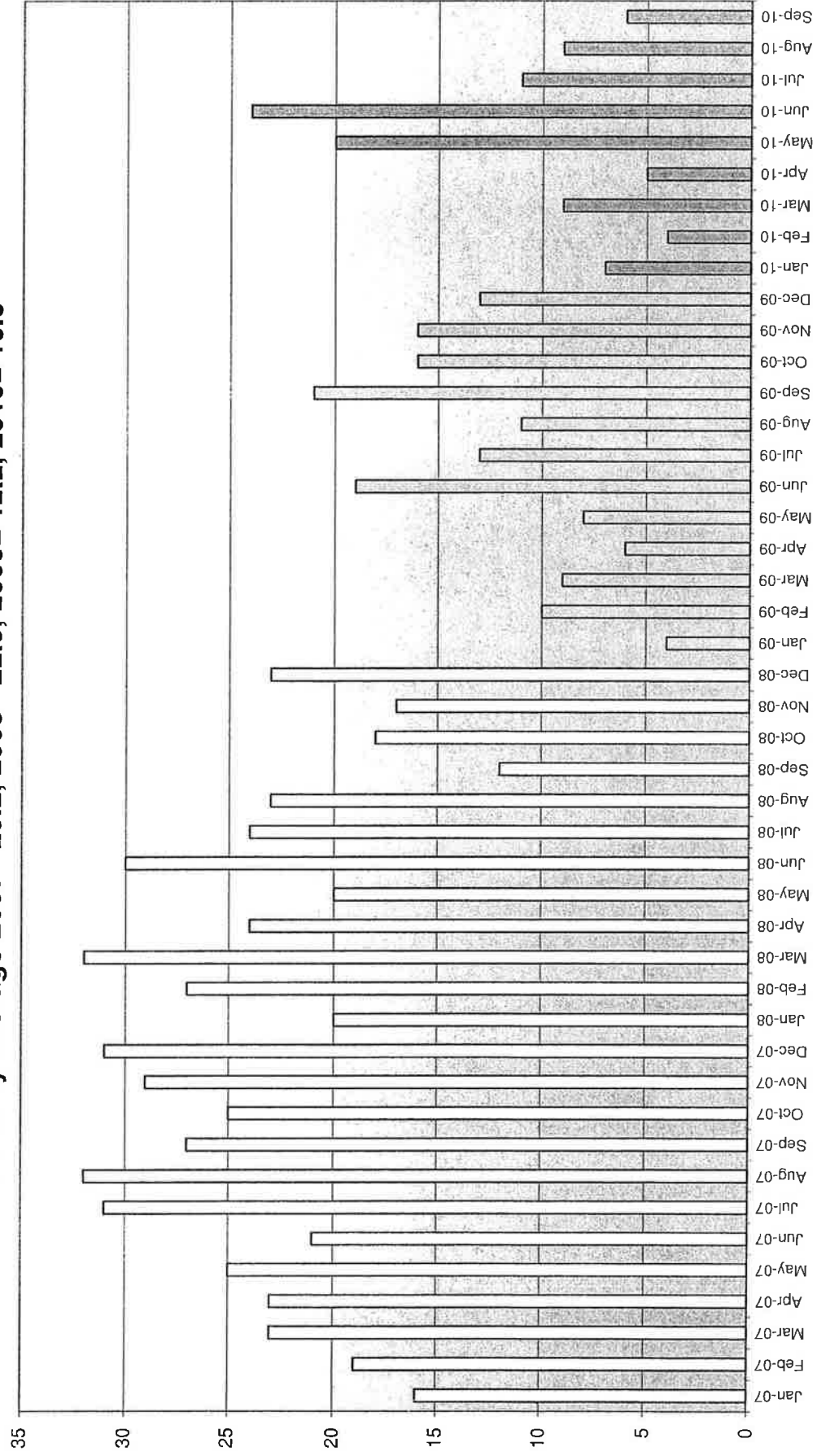
ERU ZONED BUT NOT PAID

Marty Grogan - ZA 3294	50
<i>Gilbert Road LLC (reserved until 4/1/2012)</i>	45
James Creek Comm ** AZ100005	40
Metropolitan Church of God ** - ZA 3337	13
TOTAL ZONED ERU NOT PAID =	148

** Defaulted on signed contract

EXHIBIT B

James Creek WRF Single Family Home Closings in 2007, 2008, 2009 & 2010
Monthly Average 2007 = 25.2, 2008 = 22.5, 2009 = 12.2, 2010 = 10.6



172

**Addendum to Memorandum of Agreement for Settlement
Regarding the James Creek WRF between Forsyth County,
Georgia and Waterscape Services, LLC**

This addendum shall work to modify only paragraphs 9 and 11 of the Memorandum of Agreement. Paragraph 9 is modified by striking same in its entirety and replacing same with the following:

9. Forsyth County shall have a reasonable due diligence period prior to closing of no more than sixty (60) days, and in no event shall closing occur later than December 17, 2010, except that prior to closing Forsyth shall have the right to terminate the agreement for convenience upon the payment of \$20,000 to Waterscape; and further that prior to closing Forsyth County shall have the right to terminate for cause without payment to Waterscape – with cause defined as a material deficiency being found and not remedied by Waterscape prior to closing;

Paragraph 11 is modified by striking same in its entirety and replacing same with the following:

11. The parties shall enter into a mutual non-disparagement agreement that shall survive in perpetuity;

Addendum approved:

Waterscape Services, LLC
By, Ken Curren

Forsyth County, Georgia
By, Charlie Laughinghouse

**Addendum to Memorandum of Agreement for Settlement
Regarding the James Creek WRF between Forsyth County,
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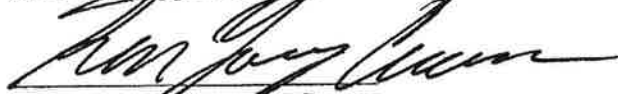
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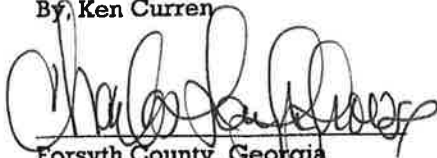
Addendum approved:



10/18/10

Waterscape Services, LLC

By, Ken Curren



Forsyth County, Georgia

By, Charlie Laughinghouse



Jordan Company
Investment & Commercial Real Estate



Zoning

CHAPTER 20A. PLANNED UNIT DEVELOPMENT DISTRICT*

***Editor's note:** Amendment to Ord. No. 87, adopted Dec. 20, 2004, redesignated chapter 20 as chapter 20(A).

Cross references: Planning, ch. 58.

(Amended 3-26-2001)

ARTICLE I. PURPOSE AND INTENT AND APPLICABILITY

20A-1.1. Purpose and intent.

The provisions of this chapter are intended to establish a zoning district that will:

- (a) Encourage and allow the development of tracts of land as planned neighborhoods or communities according to designs that coordinate building forms that are interrelated and architecturally harmonious;
- (b) Encourage and allow unique, flexible, creative, and imaginative arrangements and mixes of land use in site planning and development, consistent with the Comprehensive Plan of Forsyth County;
- (c) Encourage a broader mix of residential housing types, including detached and attached dwellings, than would normally be constructed in conventional subdivisions;
- (d) Preserve the natural amenities of the land through maintenance of conservation areas and open spaces within developments, provide amenities, and provide where needed the civic and semi-public uses (e.g., schools, playgrounds, meeting halls, etc.) that help to make up a community;
- (e) Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lower development and housing costs; and
- (f) Provide an environment of stable character compatible with surrounding residential areas;
- (g) Establish application requirements that are more rigorous than the requirements for rezoning to other zoning districts but no more onerous than is necessary to enable thorough analyses;
- (h) Provide for slightly higher gross and net development densities and intensities as an inducement to develop in a manner consistent with the purposes of this chapter.

(Amd. of 12-20-2004)

20A-1.2. Development as a unit.

The land within an approved planned unit development district is intended to be planned and developed by a single developer or group as a single, entire unit of land. Land within a planned unit development district shall not be subdivided and sold to others prior to completion of the installation of required improvements.

(Amd. of 12-20-2004)

ARTICLE II. USES PERMITTED WITHIN PLANNED UNIT DEVELOPMENT DISTRICTS

20A-2.1. Generally.

It is the intent of the planned unit development district to provide maximum flexibility with regard to the mixture of land uses. Within a planned unit development district, any land use, may be permitted if such use or uses can be shown to provide an orderly relation and function to other uses in the development and to existing land uses, as well as with due regard to the Comprehensive Plan of Forsyth County. The permitted use or uses of property located in the planned unit development shall be determined at the time the zoning district and development plan is approved, and development within the district shall be limited to those uses specifically requested as part of the application and approved by the board of commissioners, unless otherwise specifically noted in the board's approval of the planned unit development zoning district.

(Amd. of 12-20-2004)

20A-2.2. Recommendations.

The following principles for proposing and mixing land uses are recommended:

- (a) Uses should be predominantly residential in accordance with the use recommendations of the comprehensive plan;
- (b) Where appropriate, the planned unit development should provide for more than just one type of dwelling unit, such as townhouses, duplexes, and multi-family dwellings;
- (c) Multi-family dwellings should not comprise more than 25 percent of the total dwelling units within the proposed development;
- (d) Sites for churches, schools, community or club buildings, and similar civic or semi-public facilities are encouraged to be provided, where appropriate;
- (e) Commercial and offices uses, if proposed, should be located in careful relation to other land uses within and outside of the development; they should be scaled so that they primarily serve the occupants of the planned unit development; they should be designed and oriented to face the interior of the planned unit development rather than oriented toward passer-by traffic exterior to the planned unit development; In residential districts, the amount of land in a planned unit development devoted to commercial and office uses should not exceed 15 percent of the unit of land within the planned unit development unless it can be shown that a greater percentage of land devoted to such uses is more conducive to the mix of uses.
- (f) Industrial uses are not typically considered to be appropriate for inclusion within planned unit developments; however, such uses are not prohibited and may be proposed and approved in larger (e.g., twenty acres or more) planned unit developments where living and working areas need to be proximate to one another, subject to separation and screening requirements to avoid nuisances.

(Amd. of 12-20-2004)

ARTICLE III. PERFORMANCE STANDARDS

20A-3.1. Minimum acreage.

A planned unit development district must contain a minimum area of 20 contiguous acres.

(Amd. of 12-20-2004)

20A-3.2. Dimensional requirements.

There shall be no requirements for minimum lot size, minimum lot width, lot coverage, yards and building setbacks, or height requirements that apply to planned unit developments.

Dimensional requirements shall be as proposed by the applicant of the planned unit development and as approved by the planning commission and board of commissioners via a letter of intent and detailed site plan approved during the rezoning process, and as may be subsequently shown on the sketch plat approved by the planning commission.

(Amd. of 12-20-2004)

20A-3.3. Residential density.

The maximum number of dwelling units per acre in residential areas of the planned unit development should not exceed 1.2 times the gross density recommended by the future land use map of the comprehensive plan for the unit of land unless such density is found the board of commissioners to be justified to achieve the goals of the land use plan. For purposes of this section, density shall be interpreted as the number of dwelling units per gross area devoted to residential development, and, in addition to land area and parcels used primarily for residential purposes, all open spaces including private lakes reserved for common usage within the planned unit development. Gross acreage for residential development shall exclude areas of dedicated street rights-of-way existing prior to development, and all lands devoted to non-residential uses.

(Amd. of 12-20-2004)

20A-3.4. Recommendations for design.

(a) Unless topographical or other barriers protect the privacy of existing adjoining uses, structures or buildings located at the perimeter of the planned unit development should be setback a distance of at least 100 feet to protect the privacy and amenities of adjacent, existing uses.

(b) Structures or buildings located at the perimeter of the development should be permanently screened in a manner that sufficiently protects the privacy and amenities of the adjacent, existing uses.

(c) Portions of the development containing commercial and office uses are specifically encouraged to conform to the general site development and design regulations for commercial and office zoning districts as specified in chapter 12, article X of this Code.

(d) Planned unit developments of sufficient size are specifically encouraged to conform to the design guidelines for activity centers provided in chapter 13 of this Code, as may be considered appropriate to the specific land development context.

(e) Residential portions of planned unit developments that are intended to be subdivided are specifically encouraged to conform to provisions for conservation subdivisions as specified in chapter 19 of this Code, as may be considered appropriate to the specific land development context.

(f) Land uses proposed to be a part of a planned unit development that have Code provisions specifically pertaining to such uses, as specified in chapter 16 of this Code, will typically be expected to comply with the applicable requirements of chapter 16, unless specific reasons can be shown why such requirements should not apply.

(Amd. of 12-20-2004)

ARTICLE IV. APPLICATION REQUIREMENTS AND PROCEDURES

20A-4.1. Revisions.

Amendments to approved planned unit developments shall be permitted but governed by the modification process established in article IX of chapter 8 of this Code.

ARTICLE V. PERMITS AND CERTIFICATES

20A-5.1. Building permits.

The planning and development department shall issue building permits for buildings and structures in the area covered by the approved sketch plan for a planned unit development if they are in substantial conformity with the approved planned unit development, in accordance with the development schedule, after improvements are installed in accordance with applicable improvement requirements in accordance with approved construction plans for said improvements, and if found to be in conformance with all other applicable regulations.
(Amd. of 12-20-2004)

20A-5.2. Certificate of occupancy.

The planning and development department shall issue a certificate of occupancy for any completed building or structure located in the area covered by the planned unit development if it conforms to the requirements of the approved planned unit development and all other applicable regulations.
(Amd. of 12-20-2004)

20A-5.3. Other permits or certificates.

No work, including, but not limited to, grading and other land disturbing activities, which requires permits or certificates, shall be commenced in a planned unit development until all permits or certificates required under other provisions of this Code are obtained.
(Amd. of 12-20-2004)

20A-5.4. Control of area following completion.

After completion of a planned unit development, the use of land and construction, modification or alteration of any buildings or structures within the area covered by the planned unit development shall be regulated by the planned unit development and approved sketch plat and construction plans as well as other applicable provisions of this Code.
(Amd. of 12-20-2004)



Jordan Company
Investment & Commercial Real Estate



Zoning Conditions

A RESOLUTION
BY
THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA

WHEREAS, A REQUEST HAS BEEN RECEIVED THAT THIS BOARD FURTHER AMEND THE UNIFIED DEVELOPMENT CODE OF FORSYTH COUNTY, GEORGIA, ADOPTED MAY 22, 2000, AS AMENDED, TOGETHER WITH THE ZONING MAPS LIKEWISE DULY ADOPTED AND AMENDED; AND
WHEREAS, ZONING APPLICATION NUMBER 2643 (THE RYLAND GROUP, INC.) WAS PRESENTED TO THE DEPARTMENT OF PLANNING & DEVELOPMENT, WHICH CAUSED TO BE PUBLISHED IN THE FORSYTH COUNTY NEWS, A NEWSPAPER OF GENERAL CIRCULATION IN FORSYTH COUNTY IN WHICH SHERIFF'S ADVERTISEMENTS ARE PUBLISHED, A NOTICE OF HEARING; AND
WHEREAS, THE FORESAID NOTICE OF PUBLIC HEARINGS (A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE) WAS PUBLISHED MORE THAN 15 DAYS PRIOR TO THE PUBLIC HEARING; AND
WHEREAS, THE PLANNING COMMISSION HELD A PUBLIC HEARING AT THE TIME AND PLACE SET FORTH IN THE NOTICE THEREOF PURSUANT TO THE AUTHORITY DELEGATED BY THE BOARD; AND
WHEREAS, THE REPORT AND RECOMMENDATION OF THE PLANNING COMMISSION (ATTACHED HERETO AS EXHIBIT "B" AND INCORPORATED HEREIN BY REFERENCE) HAS BEEN RECEIVED REGARDING THE SUBJECT PROPERTY DESCRIBED ON EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND
WHEREAS, THIS BOARD HAS CONSIDERED THE PROPOSED AMENDMENT IN LIGHT OF THE MASTER PLAN AS ADOPTED AND INTERPRETED BY THE PLANNING COMMISSION; AND, HAS EXAMINED THE VIEWS EXPRESSED AT THE PUBLIC HEARING, THE SUBJECT PARCEL AND SURROUNDING AREA, THE STATUTORY ZONING CRITERIA AND THE NEED TO MODIFY THE EXERCISE OF THE POLICE POWER WITH REGARD TO THIS PARTICULAR PARCEL AS SUCH EXERCISE RELATES TO THE COMPREHENSIVE EXERCISE OF THAT POWER THROUGHOUT THE UNINCORPORATED AREA OF FORSYTH COUNTY, GEORGIA; AND THEREFORE BE IT RESOLVED, THAT THE PARCEL DESCRIBED ON EXHIBIT "C" SHOULD BE AND HEREBY IS, DECLARED TO BE ZONED AS A PLANNED (MUT DEVELOPMENT (PUD) USE DISTRICT; AND
BE IT FURTHER RESOLVED, THAT THE UNIFIED DEVELOPMENT CODE OF FORSYTH COUNTY, GEORGIA, ADOPTED MAY 22, 2000, AS AMENDED, AND THE ZONING MAPS LIKEWISE ADOPTED AND AMENDED, ARE HEREBY FURTHER AMENDED TO AFFECT THE ABOVE ZONING ON THE SUBJECT PARCEL; AND
BE IT FURTHER RESOLVED, THAT THE REZONING OF THE PARCEL DESCRIBED ON EXHIBIT "C" IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. APPLICANT/DEVELOPER SHALL SUBMIT A NEW SITE PLAN TO THE BOARD OF COMMISSIONERS FOR APPROVAL DATED 3-24-2003 AND SIGNED BY THE DISTRICT FIVE COMMISSIONER.
2. APPLICANT/DEVELOPER SHALL SUBMIT A FINAL COMMERCIAL PUD SITE PLAN TO THE BOARD OF COMMISSIONERS FOR APPROVAL PRIOR TO THE SITE DEVELOPMENT PERMIT BEING ISSUED FOR THE COMMERCIAL PUD.
3. THE ONLY PERMITTED USES FOR THE COMMERCIAL DEVELOPMENT AND PERFORMANCE STANDARDS ARE THOSE LIST IN EITHER NS, UV, CBD OR OR.
4. PROHIBITED BUSINESS: THERE SHALL BE NO 24-HOUR BUSINESS, GASOLINE OR SERVICE STATIONS, OIL-CHANGING FACILITIES, CAR WASHES, OR FAST FOOD RESTAURANTS WITH DRIVE-THROUGH.
5. DUMPSTERS SHALL BE PLACED IN REAR OF COMMERCIAL SPACE IT IS DESIGNED TO SERVE. DUMPSTERS SHALL BE ENCLOSED ON 3 SIDES WITH MATERIAL CONSISTENT WITH OTHER ASPECTS OF DEVELOPMENT. ACCESS GATE SHALL BE ON WOOD AND SELF-CLOSING AND ENTIRE HEIGHT OF ENCLOSURE SHALL BE 12 INCHES HIGHER THAN THE DUMPSTER.
6. ALL PARKING LOT LIGHTING SHALL BE DESIGNED TO BE COMPATIBLE WITH THE OVERALL DEVELOPMENT. LIGHTING SHALL BE LIMITED IN HEIGHT NOT TO EXCEED THE HEIGHT OF THE TALLEST BUILDING OF COMMERCIAL PODS. NO FLOODLIGHTS OF ANY TYPE ARE PERMITTED. ALL OVERHEAD LIGHTS MUST BE LOCATED ONLY IN DEVELOPED AREAS. ALL OVERHEAD LIGHTS SHALL BE DESIGNED TO AVOID ISSUE OF LIGHT POLLUTION.
7. COMMERCIAL PODS TO MEET THE PERFORMANCE STANDARDS, I.E. BUFFERS, SETBACKS, OPEN SPACE, ETC. OF THE APPROPRIATE ZONING DISTRICT AS DESIGNATED IN WRITING BY THE APPLICANT TO THE PLANNING DEPARTMENT.
8. CONSERVATION EASEMENTS IN FAVOR OF THE COUNTY TO BE PLACED ON THE PROPERTY IDENTIFIED AS "OPEN SPACE." THE CONSERVATION EASEMENT SHALL BE RECORDED PRIOR TO THE LAST FINAL PLAT FOR THE RESIDENTIAL DEVELOPMENT BEING RECORDED.
9. THE LANDSCAPE STRIP FOR PROPERTIES ABUTTING WINDERMERE PARKWAY EXTENSION SHALL BE PLANTED TO COMPLY WITH THE FORSYTH COUNTY BUFFER STANDARDS.
10. MINIMUM EXTERIOR SETBACK SHALL BE 100 FEET.
11. SETBACKS FOR EACH POD ARE THOSE SHOWN ON THE SITE PLAN DATED 03/24/03.
12. MASS CLEARING AND GRADING SHALL NOT BE PERMITTED FOR ANY RESIDENTIAL POD WITH A MINIMUM LOT SIZE OF 10,000 SQ. FT. OR GREATER.
13. WALKING TRAILS TO BE PERVIOUS AND LOCATED OUTSIDE OF RIPARIAN BUFFERS. THE WIDTH OF THE WALKING TRAILS SHALL BE NO GREATER THAN (8) FEET.
14. WETLANDS SHALL ONLY BE DISTURBED AS PERMITTED IN COUNTY ORDINANCE 14.
15. AMENITIES AREA TO BE PROVIDED ON BOTH SIDES OF WINDERMERE PARKWAY.
16. SANITARY SEWER SHALL SERVE THE DEVELOPMENT. THIS SEWER SERVICE IS TO BE DETERMINED BY FORSYTH COUNTY WATER AND SEWER MASTER PLAN.
17. ANY GRAVITY SEWER LINES INSTALLED TO SERVE THIS DEVELOPMENT SHALL BE SIZED TO SERVE THE BASIN. IN AREAS OF THE PROJECT WHERE PUBLIC SEWER IS NOT INSTALLED, THE DEVELOPER SHALL PROVIDE A SEPARATE SEWER EASEMENT (PERMANENT AND CONSTRUCTION EASEMENT) FOR FUTURE INSTALLATION OF PUBLIC SEWER, IN ALL AREAS DESIGNATED BY THE DEPARTMENT OR BY THE FORSYTH COUNTY SEWER MASTER PLAN. FORSYTH COUNTY SHALL REIMBURSE DEVELOPER FOR ANY UPSIZING OF THE LINE BY THE COUNTY BEYOND WHAT WOULD BE REQUIRED.
18. ALL OF THE CONDITIONS IDENTIFIED IN THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY REPORT SHALL APPLY TO THE SUBJECT PROPERTY.
19. ALL OF THE RECOMMENDATIONS, EXCEPT FOR #1 AND #4, IDENTIFIED IN THE GEORGIA MOUNTAINS REGIONAL DEVELOPMENT CENTER REPORT APPLY TO THE SUBJECT PROPERTY.

20. THE DEVELOPER SHALL PROVIDE A COPY OF RESTRICTIVE COVENANTS TO THE PLANNING DEPARTMENT PRIOR TO ANY FINAL PLAT BEING APPROVED. THE COVENANTS SHALL REFLECT THE REQUIRED LANGUAGE IN THE GEORGIA MOUNTAINS REGIONAL DEVELOPMENT CENTER REPORT CONCERNING THE USE OF PESTICIDES.

21. THE DEVELOPMENT MUST MEET FIRE FLOWS OF 1500 GPM, OR IRRIGATION DEMANDS, WHICHEVER IS GREATER. ALL IMPROVEMENTS TO THE COUNTY WATER SYSTEM THAT ARE REQUIRED TO SERVE THIS DEVELOPMENT, AS DETERMINED BY FORSYTH COUNTY WATER & SEWER DEPARTMENT, SHALL BE DESIGNED AND CONSTRUCTED AT THE EXPENSE OF THE DEVELOPER.

22. IF ROAD WIDENING IS REQUIRED AS PART OF THE PROJECT, SUCH AS ADDITION OF A LEFT TURN LANE OR DECELERATION LANE, ANY NECESSARY WATER MAIN RELOCATION (AS DETERMINED BY FORSYTH COUNTY) SHALL BE DONE AT THE DEVELOPER'S EXPENSE.

23. ALL IMPROVEMENTS SHALL CONFORM TO FORSYTH COUNTY CONSTRUCTION STANDARDS AND SPECIFICATIONS, LATEST EDITION.

24. MAXIMUM NUMBER OF UNITS SHALL NOT EXCEED 939 UNITS.

25. DEVELOPER TO DEDICATE UP TO 140-FOOT RIGHT-OF-WAY FOR THE NORTH-SOUTH PARKWAY DEVELOPMENT SHALL MAKE A CONTRIBUTION UP TO A \$2,000,000 TOWARD THE CONSTRUCTION OF THE PARKWAY. PER AGREEMENT WITH THE COUNTY, THE DEVELOPER SHALL CONTROL THE CONSTRUCTION OF THE PARKWAY WHILE PERMITTING IS TO BE DONE BY THE COUNTY. THE ORIGINAL ALIGNMENT FOR THE PARKWAY SHALL BE USED FOR ROAD DESIGN BY FORSYTH COUNTY ENGINEERING.

26. DEVELOPER TO DEDICATE ADDITIONAL RIGHT-OF-WAY ON TRAMMEL ROAD

27. DEVELOPER TO DEDICATE ANY DRAINAGE OR CONSTRUCTION EASEMENTS REQUIRED FOR CONSTRUCTION OF NORTH-SOUTH PARKWAY.

28. DEVELOPER SHALL PROVIDE THE TRAFFIC STUDY APPROVED BY GRTA.

29. ESTABLISH FLOOD ELEVATION FOR ALL ZONE A FLOODPLAIN AND SUBMIT TO FEMA FOR MAP REVISION.

30. STREAM BUFFER ENCROACHMENTS ARE PERMITTED FOR ROAD AND UTILITY CROSSINGS ONLY. ANY ADDITIONAL STREAM BUFFER DISTURBANCE SHALL REQUIRE A VARIANCE FROM EFD. A FIFTY (50) FOOT STREAM BUFFER SHALL APPLY TO ALL THE STREAMS.

31. APPLICANT/DEVELOPER TO DONATE (2) ACRES TO FORSYTH COUNTY FOR PUBLIC SAFETY PURPOSES. THIS DONATION SHALL BE COMPLETED PRIOR TO THE FIRST FINAL PLAT BEING RECORDED. DEVELOPER SHALL ALSO GRADE SITE AND BRING UTILITIES TO THE SITE.

32. THE RIPARIAN BUFFERS, WETLANDS BUFFERS, AND OPEN SPACE SHALL BE UNDISTURBED EXCEPT AS SHOWN ON THE SITE PLAN AND PERMITTED AS REQUIRED.

33. A LIST OF RECOMMENDED AND PROHIBITED FERTILIZERS AND PESTICIDES FOR LAWN CARE SHOULD BE INCLUDED IN THE HOMEOWNER'S ASSOCIATION COVENANTS AND RESTRICTIONS TO PREVENT AND REDUCE THE AMOUNT OF NUTRIENTS AND OTHER NON-POINT SOURCE POLLUTION THAT COULD POSSIBLY AND EVENTUALLY FLOW INTO ANY TRIBUTARIES ON SITE.

34. ALL DEVELOPMENT SHALL BE PHASED TO MINIMIZE THE LEVEL OF LAND DISTURBANCE.

35. DEVELOPER SHALL NOT BRIDGE JAMES CREEK FOR VEHICULAR TRAFFIC FROM ANY POD OF THE DEVELOPMENT TO POD A AND THIS SHALL BE A DEED RESTRICTION.

36. DEVELOPER SHALL DEED OPEN SPACE TO A CONSERVATION TRUST OR TO FORSYTH COUNTY.

37. POD A SHALL NOT EXCEED 32 HOMES.

38. DEVELOPER SHALL PROVIDE A FIFTY (50) FOOT BUFFER ALONG THE PROPERTY LINE OF PHILLIP KING, MYRTLE WEBB, ALBERT GARDNER AND JERRY MCDANIEL.

39. HOMES IN POD A HAVING ACCESS TO NICHOLS ROAD SHALL HAVE A MINIMUM SQUARE FOOTAGE OF 2,000 SQUARE FEET WITH FACADES CONSISTING OF BRICK, STONE, STUCCO, SHAKE CEMENT BASED COVERING OR ANY COMBINATION THEREOF.

40. DEVELOPER SHALL EXTEND SEWER LINE TO A COMMON PROPERTY LINE WITH DAVES CREEK ELEMENTARY SCHOOL.

41. DEVELOPER SHALL GRANT A TEN (10) FOOT ACCESS EASEMENT FROM DAVES CREEK ELEMENTARY PROPERTY LINE TO CLOSEST STREET.

42. THE CONNECTION OF THE WINDERMERE PARKWAY TO THE THREE CHIMNEYS PARKWAY SHALL NOT BE MADE FOR A MINIMUM OF THREE (3) YEARS.

43. THE DEVELOPER SHALL INFORM ANY POTENTIAL PURCHASERS AND PURCHASERS OF THESE RESIDENCES THAT THERE IS A POTENTIAL OF THE NORTHERN ARC COMING THROUGH AND A DESCRIPTION OF IT UNLESS AND UNTIL WE GET AN ANSWER FROM THE COUNTY'S REQUEST FROM THE STATE TELLING US THAT THE NORTHERN ARC SHALL NOT BE BUILT.

44. DEVELOPER AGREES TO PUT IN AN ESCROW FUND \$50,000 FOR THE BENEFIT OF THREE CHIMNEYS SUBDIVISION. THESE FUNDS ARE TO GO TOWARD THE USE OF A FEASIBILITY STUDY AND OR ENGINEERING/CONSTRUCTION FOR A SAFE ROAD CROSSING ON THE PARKWAY. THE ESCROW FUND SHALL HAVE AN EXPIRATION OF ONE YEAR FROM THE DATE OF THE ZONING APPROVAL.

45. DEVELOPER AGREES TO ESCROW \$50,000 FOR THE COUNTY TO USE TOWARDS ENGINEERING, DESIGN, AND CONSTRUCTION OF THE WINDERMERE PARKWAY EXTENSION ADJACENT TO THE NEWTON HISTORICAL AND NATURE PRESERVE. FUNDS ARE TO BE USED TO MITIGATE ANY INCREASED COSTS THAT THE COUNTY INCURS OFFSETTING IMPACTS TO THE NEWTON PROPERTY. THESE FUNDS SHALL HAVE AN EXPIRATION DATE OF FIVE (5) YEARS FROM THE DATE OF ZONING APPROVAL.

46. THE DEVELOPER OF THE PROPERTY SHALL BE RESPONSIBLE FOR CORRECTING ANY SEDIMENTATION RUNOFF ISSUES INTO ANY CREEKS OR STREAMS CAUSED BY THE DEVELOPER ON HIS PROPERTY AS WELL AS ANY ADJOINING PROPERTIES AND BE REQUIRED TO RESTORE IT TO ITS ORIGINAL STATE

SO RESOLVED, THIS 24TH DAY OF MARCH, 2003

Jack Conway
Jack Conway, Chairman

Applicant: The Ryland Group, Inc.

Marvin Kreger
Marvin Kreger, Vice-Chairman

Charles L. Laughlinhouse
Charles L. Laughlinhouse, Secretary

David "AJ" Fritchett
David "AJ" Fritchett, Member

Eddie Taylor
Eddie Taylor, Member

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 24,871 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 232,555 FEET.

A LEICA TC 800 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

PART V CRITERIA DOES NOT APPLY TO THIS PROJECT.

WATER AND SEWER NOTES:

1. UPON RECORDING OF THIS PLAT, ALL SANITARY SEWER EASEMENTS ARE DEDICATED TO FORSYTH COUNTY WATER & SEWER.
2. SANITARY SEWER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER.
3. STRUCTURES OR FENCES WILL NOT BE ALLOWED IN SANITARY SEWER EASEMENT OR UTILITY EASEMENT.

OVERALL STORMWATER MANAGEMENT FOR THE SITE IS IN COMPLIANCE WITH THE APPROVED STORMWATER MANAGEMENT ENTITLED "STORMWATER MANAGEMENT FOR WASHBURN TRACT DATED 05/07/03 BY JOAN WOODWARD. IN ACCORDANCE WITH THIS REPORT THE SITE STORMWATER MANAGEMENT CONSISTS OF WATER QUALITY ONLY. NO PEAK ATTENUATION FOR THE 5, 10, 25, 50, AND 100 YEAR STORMS ARE PROPOSED SINCE THE SITE BASIN IS 8% OF THE OVERALL WATERSHED.

WALKING TRAIL NOTES:

PROPOSED WALKING TRAIL WILL BE INSTALLED PER ZONING CONDITION #13. ACTUAL LOCATION OF WALKING TRAILS WILL BE FIELD DETERMINED TO DECREASE ENVIRONMENTAL IMPACT ON EXISTING CONDITIONS.

SIDEWALKS CAN NOT BE INSTALLED OVER THE WATER MAIN AND DRIVEWAYS OR PARKING PADS CAN NOT BE INSTALLED OVER THE WATER METERS OR SEWER CLEAN-OUTS/LATERALS.

FOR ALL LOTS LABELED WITH "LDP": A LAND DISTURBANCE PERMIT IS REQUIRED FOR EACH LOT LABELED WITH "LDP" CONTACT FORSYTH COUNTY PLANNING AND DEVELOPMENT FOR DETAILS 770-781-2115.

ALL STRUCTURES WILL BE REQUIRED TO CONFORM TO THE STANDARD BUILDING CODE'S HORIZONTAL SEPARATION STANDARDS. APPROVAL OF THIS PLAT WILL NOT JUSTIFY ANY DEVIATION IN HORIZONTAL SEPARATION STANDARDS AS ADOPTED AND AMENDED BY THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.

SCALE: N/A
DATE SURVEYED: 05/05/03
DATE UPDATED: N/A
SURVEYED BY: B. PURYEAR
DATE DRAFTED: 11/05/05
UPDATE DRAFTED: N/A
DRAWN BY: T. BATTLE
CHECKED BY: MHI
FIELD BOOK #: 2163
JOB NUMBER: 020505
FOLDER NUMBER: 020505
COSO FILE: 673-WASHPROP
DISC FILE: G:\FINALS\020505\FINALS
COUNTY/LD/S: FORSYTH/24/2ND/1ST
PLAT FILE: B
SHEET: 2 OF 10

W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
5582 PEACHTREE ROAD
ATLANTA, GEORGIA 30341-4953
PHONE: (770) 451-7453
FAX: (770) 455-3955
WWW.WBENG.COM

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	03/05/06	THE	ADDRESS COUNTY COMMENTS.
2	04/19/06	THE	ADDRESS COUNTY COMMENTS.



FINAL PLAT OF
POD F-2
JAMES CREEK
LOCATED IN
LAND LOTS 727, 728 & 786
2ND DISTRICT ~ 1ST SECTION
FORSYTH COUNTY, GEORGIA
TAX ID #156-043, 177-011, 177-016

Demographics

Population	1-mi.	3-mi.	5-mi.
2009 Male Population	2,261	16,070	40,968
2009 Female Population	2,273	16,062	39,910
% 2009 Male Population	49.87%	50.01%	50.65%
% 2009 Female Population	50.13%	49.99%	49.35%
2009 Total Adult Population	3,272	23,294	58,330
2009 Total Daytime Population	3,487	38,636	73,919
2009 Total Daytime Work Population	1,706	19,856	36,051
2009 Median Age Total Population	35	33	32
2009 Median Age Adult Population	42	40	40
2009 Age 0-5	478	3,420	9,049
2009 Age 6-13	577	3,950	9,854
2009 Age 14-17	207	1,468	3,645
2009 Age 18-20	131	1,051	2,676
2009 Age 21-24	148	1,467	3,939
2009 Age 25-29	254	2,399	6,388
2009 Age 30-34	347	2,774	7,504
2009 Age 35-39	465	3,124	7,879
2009 Age 40-44	451	2,869	7,182
2009 Age 45-49	366	2,278	5,763
2009 Age 50-54	342	1,988	4,701
2009 Age 55-59	269	1,569	3,746
2009 Age 60-64	166	1,056	2,630
2009 Age 65-69	130	838	1,954
2009 Age 70-74	97	650	1,423
2009 Age 75-79	59	491	1,101
2009 Age 80-84	26	321	701
2009 Age 85+	20	417	741
% 2009 Age 0-5	10.54%	10.64%	11.19%
% 2009 Age 6-13	12.73%	12.29%	12.18%
% 2009 Age 14-17	4.57%	4.57%	4.51%
% 2009 Age 18-20	2.89%	3.27%	3.31%
% 2009 Age 21-24	3.26%	4.57%	4.87%
% 2009 Age 25-29	5.60%	7.47%	7.90%
% 2009 Age 30-34	7.65%	8.63%	9.28%
% 2009 Age 35-39	10.26%	9.72%	9.74%
% 2009 Age 40-44	9.95%	8.93%	8.88%
% 2009 Age 45-49	8.07%	7.09%	7.13%
% 2009 Age 50-54	7.54%	6.19%	5.81%
% 2009 Age 55-59	5.93%	4.88%	4.63%
% 2009 Age 60-64	3.66%	3.29%	3.25%
% 2009 Age 65-69	2.87%	2.61%	2.42%
% 2009 Age 70-74	2.14%	2.02%	1.76%
% 2009 Age 75-79	1.30%	1.53%	1.36%

Population	1-mi.	3-mi.	5-mi.
% 2009 Age 80-84	0.57%	1.00%	0.87%
% 2009 Age 85+	0.44%	1.30%	0.92%
2009 White Population	4,082	27,238	67,599
2009 Black Population	131	1,278	3,743
2009 Asian/Hawaiian/Pacific Islander	117	985	3,069
2009 American Indian/Alaska Native	12	113	279
2009 Other Population (Incl 2+ Races)	193	2,519	6,188
2009 Hispanic Population	268	3,843	10,168
2009 Non-Hispanic Population	4,266	28,289	70,710
% 2009 White Population	90.01%	84.77%	83.58%
% 2009 Black Population	2.89%	3.98%	4.63%
% 2009 Asian/Hawaiian/Pacific Islander	2.58%	3.07%	3.79%
% 2009 American Indian/Alaska Native	0.26%	0.35%	0.34%
% 2009 Other Population (Incl 2+ Races)	4.26%	7.84%	7.65%
% 2009 Hispanic Population	5.91%	11.96%	12.57%
% 2009 Non-Hispanic Population	94.09%	88.04%	87.43%
2000 Non-Hispanic White	2,636	14,641	36,511
2000 Non-Hispanic Black	12	61	231
2000 Non-Hispanic Amer Indian/Alaska Native	7	72	193
2000 Non-Hispanic Asian	6	64	311
2000 Non-Hispanic Hawaiian/Pacific Islander	n/a	n/a	n/a
2000 Non-Hispanic Some Other Race	n/a	5	46
2000 Non-Hispanic Two or More Races	22	112	257
% 2000 Non-Hispanic White	98.25%	97.90%	97.24%
% 2000 Non-Hispanic Black	0.45%	0.41%	0.62%
% 2000 Non-Hispanic Amer Indian/Alaska Native	0.26%	0.48%	0.51%
% 2000 Non-Hispanic Asian	0.22%	0.43%	0.83%
% 2000 Non-Hispanic Hawaiian/Pacific Islander	0.00%	0.00%	0.00%
% 2000 Non-Hispanic Some Other Race	0.00%	0.03%	0.12%
% 2000 Non-Hispanic Two or More Races	0.82%	0.75%	0.68%

Population Change	1-mi.	3-mi.	5-mi.
Total Employees	n/a	n/a	n/a
Total Establishments	n/a	n/a	n/a
2009 Total Population	4,534	32,132	80,878
2009 Total Households	1,494	11,069	27,874
Population Change 1990-2009	3,191	23,749	60,855
Household Change 1990-2009	1,014	8,042	20,677
% Population Change 1990-2009	237.60%	283.30%	303.93%
% Household Change 1990-2009	211.25%	265.68%	287.30%
Population Change 2000-2009	1,721	15,807	39,902
Household Change 2000-2009	540	5,355	13,459
% Population Change 2000-2009	61.18%	96.83%	97.38%
% Households Change 2000-2009	56.60%	93.72%	93.37%

Housing	1-mi.	3-mi.	5-mi.
2000 Total Housing Units	986	6,058	15,243
2000 Occupied Housing Units	938	5,738	14,524
2000 Owner Occupied Housing Units	851	4,845	12,412
2000 Renter Occupied Housing Units	87	893	2,112
2000 Vacant Housing Units	49	320	720
% 2000 Occupied Housing Units	95.13%	94.72%	95.28%
% 2000 Owner Occupied Housing Units	86.22%	79.98%	81.42%
% 2000 Renter Occupied Housing Units	8.81%	14.74%	13.85%
% 2000 Vacant Housing Units	4.96%	5.28%	4.72%

Income	1-mi.	3-mi.	5-mi.
2009 Median Household Income	\$81,673	\$68,350	\$66,573
2009 Per Capita Income	\$32,182	\$27,929	\$29,379
2009 Average Household Income	\$97,666	\$81,074	\$85,244
2009 Household Income < \$10,000	34	477	1,081
2009 Household Income \$10,000-\$14,999	15	410	937
2009 Household Income \$15,000-\$19,999	35	430	847
2009 Household Income \$20,000-\$24,999	24	353	843
2009 Household Income \$25,000-\$29,999	17	330	816
2009 Household Income \$30,000-\$34,999	39	339	747
2009 Household Income \$35,000-\$39,999	14	354	769
2009 Household Income \$40,000-\$44,999	29	409	1,021
2009 Household Income \$45,000-\$49,999	25	508	1,461
2009 Household Income \$50,000-\$59,999	57	928	3,271
2009 Household Income \$60,000-\$74,999	297	1,790	4,892
2009 Household Income \$75,000-\$99,999	605	3,118	6,234
2009 Household Income \$100,000-\$124,999	158	847	2,361
2009 Household Income \$125,000-\$149,999	80	435	1,496
2009 Household Income \$150,000-\$199,999	40	198	592
2009 Household Income \$200,000-\$249,999	7	29	111
2009 Household Income \$250,000-\$499,999	19	114	386
2009 Household Income \$500,000+	n/a	n/a	9
2009 Household Income \$200,000+	26	143	507
% 2009 Household Income < \$10,000	2.27%	4.31%	3.88%
% 2009 Household Income \$10,000-\$14,999	1.00%	3.70%	3.36%
% 2009 Household Income \$15,000-\$19,999	2.34%	3.88%	3.04%
% 2009 Household Income \$20,000-\$24,999	1.61%	3.19%	3.02%
% 2009 Household Income \$25,000-\$29,999	1.14%	2.98%	2.93%
% 2009 Household Income \$30,000-\$34,999	2.61%	3.06%	2.68%
% 2009 Household Income \$35,000-\$39,999	0.94%	3.20%	2.76%
% 2009 Household Income \$40,000-\$44,999	1.94%	3.70%	3.66%
% 2009 Household Income \$45,000-\$49,999	1.67%	4.59%	5.24%
% 2009 Household Income \$50,000-\$59,999	3.81%	8.38%	11.73%
% 2009 Household Income \$60,000-\$74,999	19.87%	16.17%	17.55%
% 2009 Household Income \$75,000-\$99,999	40.47%	28.17%	22.36%

Income	1-mi.	3-mi.	5-mi.
% 2009 Household Income \$100,000-\$124,999	10.57%	7.65%	8.47%
% 2009 Household Income \$125,000-\$149,999	5.35%	3.93%	5.37%
% 2009 Household Income \$150,000-\$199,999	2.68%	1.79%	2.12%
% 2009 Household Income \$200,000-\$249,999	0.47%	0.26%	0.40%
% 2009 Household Income \$250,000-\$499,999	1.27%	1.03%	1.38%
% 2009 Household Income \$500,000+	0.00%	0.00%	0.03%
% 2009 Household Income \$200,000+	1.74%	1.29%	1.82%

Retail Sales Volume	1-mi.	3-mi.	5-mi.
2009 Children/Infants Clothing Stores	\$848,937	\$5,083,516	\$12,680,132
2009 Jewelry Stores	\$646,600	\$3,863,287	\$9,523,562
2009 Mens Clothing Stores	\$1,219,972	\$7,430,218	\$18,315,494
2009 Shoe Stores	\$1,108,467	\$6,743,602	\$16,825,796
2009 Womens Clothing Stores	\$2,049,456	\$12,681,253	\$31,032,684
2009 Automobile Dealers	\$13,833,897	\$83,165,435	\$207,758,294
2009 Automotive Parts/Acc/Repair Stores	\$1,772,327	\$10,717,858	\$26,581,675
2009 Other Motor Vehicle Dealers	\$545,166	\$3,312,208	\$8,242,583
2009 Tire Dealers	\$492,685	\$2,959,111	\$7,299,261
2009 Hardware Stores	\$233,047	\$1,361,387	\$3,991,754
2009 Home Centers	\$1,215,626	\$7,557,267	\$19,493,832
2009 Nursery/Garden Centers	\$522,852	\$3,116,442	\$7,717,021
2009 Outdoor Power Equipment Stores	\$141,985	\$849,410	\$2,163,339
2009 Paint/Wallpaper Stores	\$45,791	\$284,086	\$717,694
2009 Appliance/TV/Other Electronics Stores	\$1,433,574	\$8,674,837	\$21,379,331
2009 Camera/Photographic Supplies Stores	\$219,714	\$1,334,939	\$3,334,609
2009 Computer/Software Stores	\$639,191	\$3,927,534	\$9,735,271
2009 Beer/Wine/Liquor Stores	\$905,264	\$5,442,979	\$13,597,581
2009 Convenience/Specialty Food Stores	\$1,216,512	\$8,263,202	\$27,143,619
2009 Restaurant Expenditures	\$7,023,633	\$47,893,038	\$158,925,725
2009 Supermarkets/Other Grocery excl Conv	\$9,472,471	\$57,616,390	\$143,966,685
2009 Furniture Stores	\$1,398,637	\$8,470,678	\$21,010,384
2009 Home Furnishings Stores	\$949,517	\$5,726,296	\$14,284,810
2009 Gen Merch/Appliance/Furniture Stores	\$12,408,814	\$75,434,672	\$187,066,138
2009 Gasoline Stations w/ Convenience Stores	\$7,415,332	\$46,600,044	\$121,566,763
2009 Other Gasoline Stations	\$6,198,820	\$38,336,843	\$94,423,144
2009 Department Stores excl Leased Depts	\$13,842,388	\$84,109,509	\$208,445,468
2009 General Merchandise Stores	\$11,010,178	\$66,963,995	\$166,055,754
2009 Other Health/Personal Care Stores	\$876,436	\$5,306,016	\$13,234,987
2009 Pharmacies/Drug Stores	\$4,547,039	\$27,675,653	\$68,984,120
2009 Pet/Pet Supplies Stores	\$628,843	\$3,877,287	\$9,671,058
2009 Book/Periodical/Music Stores	\$222,992	\$1,506,134	\$3,392,255
2009 Hobby/Toy/Game Stores	\$117,578	\$774,218	\$2,098,083
2009 Musical Instrument/Supplies Stores	\$126,413	\$762,019	\$1,894,312
2009 Sewing/Needlework/Piece Goods Stores	\$40,207	\$259,029	\$626,363
2009 Sporting Goods Stores	\$999,942	\$5,928,189	\$14,768,341