

Lanier Golf Course
ZA #3370
Current Proposal

1. Lanier Golf Course agrees to gift to Forsyth County 110 to 115 acres, subject to survey, for usage as greenspace or a golf course. This includes all of the course south of the power lines, the 12th and 13th hole, the 2nd hole and the lake. This will provide a suitable tax write-off against any capital gains on the sale of the front of the property.
2. The front of the property, approximately 60-65 acres, subject to survey, would be zoned MPD. The MPD will include a 300 bed continuing care facility, a 50 bed hospice, a 150 bed skilled nursing care facility and 126 cottages. Of these cottages, 33 will be lost due to the gifting and the Seller will retain the right to retain those units/density and reposition them within the existing footprint of the MPD.
3. This transaction would be subject to Lanier Golf Course selling the remaining property, approximately 60 to 65 acres, subject to survey in order to satisfy all debts and to gift the property free of all encumbrances.
4. Donation in fee of the proposed donated property shall be made to the county contemporaneous with the closing of a sale of the remaining MPD/CCRC property to a third party. Pending a sale of the MPD/CCRC property to a third party, the proposed donated property shall remain undeveloped and shall continue its use as a golf course or as green space. For purposes of clarification and to further manifest the collective intent of the parties, in no event may the MPD/CCRC property be developed by any party, conveyed, sold, licensed or leased without such action triggering an immediate and irrevocable donation of the proposed donated property to the county.
5. The gift to the County would be subject to strict covenants that would bind the use of the donated land as either and only greenspace or a golf course in perpetuity.
6. The agreement is contingent on the release by the 128 homeowners for suits against the developer to in any way impede the development

of the MPD zone. This will be achieved via a document provided by the Seller, for signature by the homeowners. The agreement will be written in a manner that will survive both changes in the Board of Commissioners and any financial eventualities that could be contemplated, such as, but not limited to, a foreclosure.

7. All entrances from the MPD zoned area onto Fairway Drive will be eliminated with the exception of a back entrance secured by a gate with a "Knox" box which will allow emergency vehicles access.
8. The lands currently used as Holes 14 and 17 will be forever restricted to use as a part of a golf course or as green space. Parking lots, vehicular traffic or access are expressly prohibited.
9. The developer shall provide a traffic study prior to issuance of a land disturbance permit to determine if signalization is warranted for the entrance on Buford Dam Road. If warranted, a traffic signal shall be designed and installed by the developer as required by the Department of Engineering.
10. The MPD and continuing care facility would be subject to a conditional use permit requiring that 90% of the occupied units be inhabited by at least one person 55 years or older.
11. There will be a 150 foot undisturbed buffer between the MPD and adjacent property owners. LGC agreed to 50 feet, but will mitigate any runoff on the MPD, per zoning conditions – see item #12.
[Note: There was a comment about adding the buffer to the green space. Please consider that setbacks, density and other performance standards could change if the 150 buffer is added to the property identified for donation.]
12. Mitigation of stormwater runoff using BMPs and techniques including but not limited to usage of berms and channeling of water.
John Cunard's comment: Our ordinances address stormwater runoff and best management practices (BMP's) required for all developments. You really don't need a condition for compliance with these things. I am not sure what their intent is but our ordinances I believe will be more than adequate in addressing any issues relating to stormwater runoff and BMP's.

13. The developer will leave landscaping, landscaping walls and irrigation that the homeowners have built over the years to prevent ongoing problems related to kudzu and runoff.
[Note: Identify specific improvements or cut this condition. The current wording is unenforceable.]
14. The developer will incorporate a pedestrian path along the buffer to allow access between Buford Dam Road and the green space consistent with existing golf path.
[Note: Suggest clarification on the path. What is consistent with a golf path, the location or the materials?]
15. The developer will cooperate, if possible, to allow adjacent property owners to tap into City of Cumming sewer system.
16. Exterior building materials on all commercial structures shall consist of brick, natural or pre-cast stone, and/or glass.
17. Exterior building materials on residential structures to be at least 60% brick.
18. Truck delivery is limited to the hours of 7 am to 7 pm.
19. Exterior lighting for the commercial development shall be designed to integrate with the overall development character.
20. Exterior lighting shall be architecturally integrated with the style, material, and color of on-site structures.
21. Exterior lighting shall be unobtrusive and refrain from adverse impact of adjacent properties and public right-of-ways.
22. Exposed neon and fluorescent lighting is prohibited.
23. Exterior lighting for drive-under canopies the luminaries shall be recessed into the canopy ceiling so that the bottom of the luminaries does not extend below the ceiling.
24. Freestanding sign structure/base materials shall match the principal

building material.

25. Wall signs shall not cover architectural features or details, and not extend beyond the roof line or outer edges of the building.
26. Where there is more than one sign on a site, signs shall be complementary to each other in shape and related components and type of construction materials.
27. Any exterior light source shall be completely shielded and directed solely on the sign and not upon any other object or adjacent properties.
28. Signage shall be permitted as a Pedestrian Orientated Project.
29. Green space will be mowed regularly. Area around the retaining ponds and ditches will be included in a regular maintenance schedule.
30. Green space exterior lighting will be limited to solar lighting.
31. Green space will not be advertised as open to the public until parking, usage signs, and entry points are clearly identified as per agreement by adjacent property owners.
32. Green space will be patrolled regularly, as per other parks within Forsyth County.
33. Within the green space, no new roadways will be created as extensions of current existing subdivision roads.
34. No vehicular entry point to the green space will be created via Nuckolls Road.
35. Dogs will not be prohibited from the green space.
36. If the county determines that fencing of the green space is necessary, fencing will first be presented for approval to adjacent property owners to ensure that property values and views are not adversely compromised.

37. If greenspace reverts back to a golf course, no modifications (i.e. parking lots, clubhouse) are to be made without written consent of adjacent property owners.

ADDED FOR INCLUSION – NOT YET AGREED TO BY COUNTY or LGC
7/07 –

38. The existing golf course adds significant value to the adjacent properties. Its conversion to any other use including green space will result in a significant loss in adjacent properties values. If lands are donated to the county, the county has expressed no interest in operating the property as a golf course. The county will have no public funds involved. They should be able to accept the property with a covenant that the land be leased to the adjacent property owners (a corporation to be formed) for say \$1 per year. The county would have no obligation for any aspect of the golf course reconfiguration, improvement or operation. Under the lease the lessee would have the right to operate the land as a public golf course and have the right to reconfigure the course or improve the property as needed for golf course use. All costs of improvement and operation of the golf course will be the sole responsibility of the lessee. The lessee would have the right to operate the golf course or sublet to another golf course operator. In the event the lessee determines that continued golf course use is not financially feasible the lease will continue and the lessee will allow the land to revert to a natural state, to be maintained by Forsyth County Parks and Rec at no cost to lessee.
39. If LGC presses expects only standard 50 foot buffers/setbacks, then we request additional lands to be donated; A portion of hole #1 along the lake and Fairway Dr., all of hole #8 and the maintenance barn. These lands are either low lying or partially encumbered by a utility easement and add minimal value to the proposed CCRC but are critical to any possible executive golf course.