

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
<u>K2P Land Partners, LLC</u>	<u>Kook-Ja Lee, Been Chuan Lee, and Main Di Chang</u>
<u>390 Brogdon Road</u>	<u>4979 Young Arthur Terrace</u>
<u>Suwanee, Georgia 30024</u>	<u>Peachtree Corners, GA 30097</u>
Phone <u>[REDACTED]</u>	Phone _____
Email Address <u>mphelps@bfhcompany.com</u>	Email Address _____
Proposed Use <u>Light-Industrial Development - Change in Zoning Conditions</u>	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
<u>Steven P. Gilliam, Attorney for Applicant</u>	<input type="checkbox"/> Owner	Existing Zoning: <u>I-1</u>
<u>340 Jesse Jewel Parkway, Suite 300</u>	<input checked="" type="checkbox"/> Option to Purchase	Rezone to: <u>I-1 - Change in Zoning Condition</u>
<u>Gainesville, Georgia 30501</u>	<input type="checkbox"/> Area Resident	Fee:\$ _____
Phone <u>770-536-3381</u>	<input type="checkbox"/> Other	Receipt #: _____
Email Address <u>sgilliam@sgwmfirm.com</u>		Check #: _____
Tax Parcel Number <u>15039A000007</u>	Acreage <u>194.108 +/- Acres</u>	
Location Address <u>5401 Old Winder Highway, Braselton GA 30517</u>		

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: 12/5/2025

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____
 Tentative Planning Commission Date: _____ Tentative County Commission Date: _____
 County Commission District: _____

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Kook-Ja Lee, Been Chuan Lee, & Joyce Mei-Jen Chang

Address 4979 Young Arthur Terrace
Peachtree Corners, GA 30097

Phone Number [REDACTED]

Name of applicant(s) K2P Land Partners, LLC

Address 390 Brogdon Road
Suwanee, GA 30024

Phone Number [REDACTED] (Reiner Rietig)

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s) *[Handwritten Signature]* *on behalf of*
Been Chuan Lee & Joyce Mei-Jen Chang
Attorney-at-Law
+389801

Personally appeared before me
Gregory D. Jay
Georgia Bar No. 389801

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Ginger Adams
Notary Public

**Ginger Adams
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 05/07/2028**

12-8-2025
Date

**OPERATING AGREEMENT OF
K2P LAND PARTNERS, LLC**

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-9 (13) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

This operating agreement (this “Agreement”) of **K2P LAND PARTNERS, LLC**, a Georgia limited liability company (the “Company”), is entered into as of **March 1, 2022**, by and among **THOMAS M. PHELPS, JR.**, an individual in the State of Georgia, and **CLIFFORD KENNEDY**, an individual in the State of Georgia.

Statement of Background

The parties to this Agreement have caused to be formed the Company as a limited liability company under the Georgia Limited Liability Company Act and desire to make this agreement which shall be the “operating agreement” as that term is used in the Georgia Limited Liability Company Act. The parties to this Agreement are to be “members” of the limited liability company as that term is used in the Georgia Limited Liability Company Act and are hereinafter collectively referred to as the “Members”.

Statement of Agreement

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

**Article I
Defined Terms**

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

“*Act*” means the Georgia Limited Liability Company Act (O.C.G.A. Section 14-11-100 et seq.), as amended from time to time.

Holder in the current and future periods shall be equal to the net amount of items that would have been allocated to each such Interest Holder if the allocations in Sections 4.3.1, 4.3.2, and 4.3.6 had not occurred.

4.4. *Liquidation and Dissolution.*

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders pursuant to the provisions of Section 4.2.3 above.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. *General.*

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Manager.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders at the time the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary non-recurring items of the Company.

4.5.4. The Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect the economic interest of the Interest Holder without the Interest Holder's prior written consent.

Article V
Management: Rights, Powers, and Duties

5.1. *Management.*

5.1.1. *Managers.* In accordance with O.C.G.A. Section 14-11-304, the Company shall be managed by one or more managers, referred to herein as the Manager, each of whom may,

but need not, be a Member. The Manager shall be elected by the Members in accordance with their respective Percentages. All decisions not specifically reserved to the Members under the Act or this Agreement shall be delegated to the Manager. Upon execution of this Agreement, and without further action, Thomas M. Phelps, Jr., Clifford Kennedy, and Reiner Rietig shall be elected as the Managers of the Company, to serve until succeeded in accordance with the terms of this Agreement.

5.1.2. *General Powers.* The Managers (and any one of them acting alone) shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

5.1.2.4. enter into agreements and contracts, execute any instrument, checks, drafts, notes and other negotiable instruments, and to give receipts, releases, and discharges;

5.1.2.5. purchase liability and other insurance to protect the Company's properties and business;

5.1.2.6. execute or modify leases with respect to any part or all of the assets of the Company;

5.1.2.7. prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust that may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals, or modifications of such mortgages or deeds of trust;

5.1.2.8. execute any and all other instruments and documents that may be necessary or in the opinion of the Managers desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

5.1.2.9. make any and all expenditures that the Managers, in their sole discretion, deem necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of their obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company;

5.1.2.10. enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

5.1.2.11. invest and reinvest Company reserves in short-term instruments or money market funds; and

5.1.2.12 undertake any expenditure or become bound by any obligation which has been expressly approved in annual operating budget adopted and approved pursuant to the provisions of Section 5.1.3 below.

5.1.3. *Extraordinary Transactions.*

5.1.3.1. Notwithstanding anything to the contrary in this Agreement, the Manager shall not undertake any of the following without the approval of the Members:

5.1.3.1.1. any Capital Transaction;

5.1.3.1.2. the Company's lending or borrowing more than \$25,000.00 on any one occasion or in the aggregate more than \$50,000.00 in any one calendar year;

5.1.3.1.3. the admission of additional Members to the Company;

5.1.3.1.4. the Company's engaging in business in any jurisdiction that does not provide for the registration of limited liability companies;

5.1.3.1.5 mortgage, pledge, hypothecate, create a lien or security interest against, or further encumber (or contract for, commit to or suffer or permit any of the foregoing) assets of the Company;

5.1.3.1.6 transfer, sell, convey or assign all or substantially all of the assets of the Company, or any interest therein or any title thereto (or contract for or suffer or permit any of the foregoing), including, without limitation, options to purchase and so called "installment sales contracts," "land contracts," or "contracts for deed");

(j) selling, exchanging, or otherwise transferring or disposing of the Property, to third parties, including without limitation the granting of title encumbrances or leases, except (i) lot sales in the ordinary course of business and in accordance with the Development Budget or any Annual Operating Budget and (ii) grants of utility, roadway and other easements that the Manager reasonably deems necessary or appropriate and in the ordinary course of business;

5.1.3.1.8 do any action in contravention of or in excess of the scope of this Agreement;

5.1.3.1.9 possess property of the Company, or assign rights in specific property of the Company, for other than Company purposes;

5.1.3.1.10 file a voluntary petition or otherwise initiate proceedings (i) to have the Company adjudicated insolvent or, (ii) seeking an order for relief of the Company as debtor under the United States Bankruptcy Code (11 U.S.C. §§ 101 *et seq.*); file any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the Property, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due, or declare or effect a moratorium on the Company's debt or take any action in furtherance of any proscribed action;

5.1.3.1.11 amend this Agreement except as otherwise specifically authorized herein;

5.1.3.1.12 adopt and approve the annual operating budget of the Company;

5.1.3.1.13 enter into any transaction, the value of which exceeds \$50,000.00; or

5.1.3.1.14 make any distribution of Cash Flow or Capital Proceeds.

(c) any merger or consolidation of the Company pursuant to Section 14-11-903 of the Act;

(d) the dissolution of the Company;

(e) the execution of any agreement or other arrangement for the furnishing to or by the Company of goods or services or entering into any contract for sale of lots or otherwise with RCP or any Person who is an Affiliate of RCP;

(f) the execution of any leasing, commission, brokerage, listing or other similar contracts which are for more than six (6) months and not terminable on thirty (30) days notice thereafter;

(h) the decision to adjust, settle, compromise or pay any claim, obligation, debt, demand, suit, litigation or judgment against the Company unless (i) the same is fully covered by insurance or (ii) such action does not involve an amount in excess of \$2,000 in any particular instance;

(n) Expend funds other than in accordance with the Development Budget or alter or

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

THE COMPANY:

K2P LAND PARTNERS, LLC a Georgia limited liability company

By: Thomas M. Phelps, Jr (SEAL)
Thomas M. Phelps, Jr., Manager

By: Clifford Kennedy (SEAL)
Clifford Kennedy, Manager

This is a signature page to, and may be attached to a master counterpart of, that certain Operating Agreement of K2P LAND PARTNERS, LLC dated as of March, 1, 2022

THE MEMBERS:

Thomas M. Phelps, Jr _____ (SEAL)
THOMAS M. PHELPS, JR.

Clifford Kennedy _____ (SEAL)
CLIFFORD KENNEDY

This is a signature page to, and may be attached to a master counterpart of, that certain Operating Agreement of K2P LAND PARTNERS, LLC dated as of March 1, 2022

EXHIBIT A
List of Members, Capital and Percentages

<u>Name Address, and Taxpayer I.D. Number</u>	<u>Initial Cash Capital Contribution</u>	<u>Percentages</u>
Thomas M. Phelps, Jr. 390 Brogdon Road Suwanee, Georgia 30024 [REDACTED]	\$100.00	50.00%
Clifford Kennedy 390 Brogdon Road Suwanee, Georgia 30024	\$100.00	50.00%

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MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6609 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____

I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature:

Date: 12-8-25

Georgia Bar No. 389801

Applicant's/Owner's Name (Printed): Ben Chun Lee & Joyce Mei-Jen Cheng

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

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(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

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I hereby certify that I have read the above and that:

I have** _____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 12/11/25

Applicant's/Owner's Name (Printed): Mike Phelps, K2P Land Partners, LLC