



Community Development – Zoning Division

John Pederson – Division Manager

ZONING CASE

LUP-1-2025

SITE BACKGROUND

Applicant	The Giving Gardens, Inc.
Phone	770-779-5058
Email	community@ourgivinggarden.org
Representative Contact	Hilary Jensen
Phone	770-779-5058
Email	community@ourgivinggarden.org
Titleholder	The Giving Gardens, Inc.
Property Location	Located on the north side of Cooper Lake Road, and on the east side of Waits Drive
Address	79 Cooper Lake Road, 5288 Waits Drive
Access to Property	Cooper Lake Road, Waits Drive

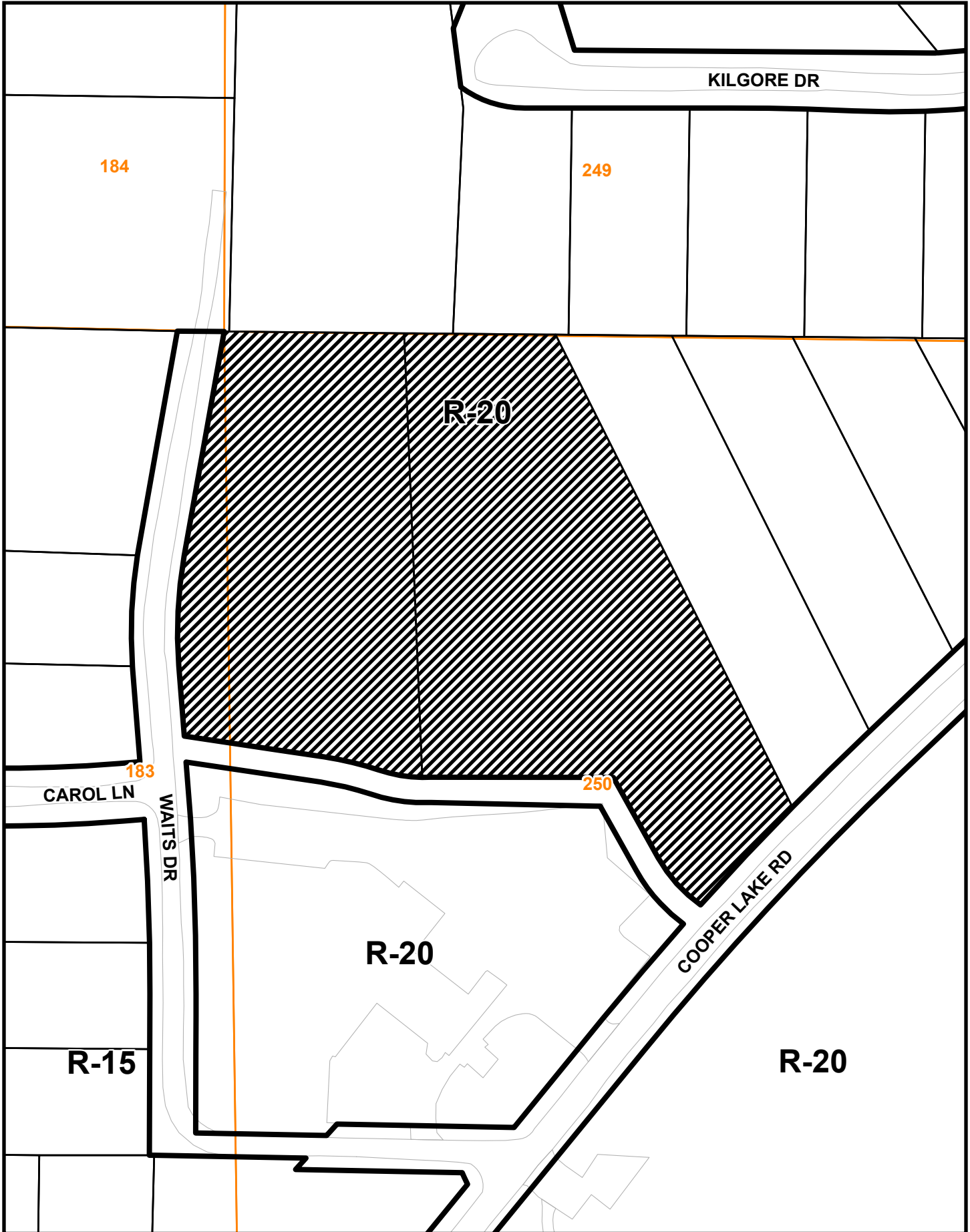
QUICK FACTS

Commission District	4 - Sheffield
Current Zoning	R-20
Current Use of Property	Community garden space including animal husbandry, education, mobile food service unit, food sales, and intern housing
Proposed Use	Community garden space including animal husbandry, education, mobile food service unit, food sales, and intern housing (LUP renewal)
Future Land Use	LDR
Site Acreage	3.2
District	17
Land Lot	183, 250
Parcel #	17025000020, 17025000110
Taxes Paid	Exempt

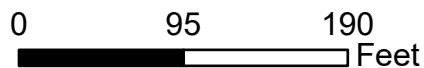
FINAL ZONING STAFF RECOMMENDATIONS



[Click here to enter text.](#)

LUP-1 2025 Map



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-  Zoning Boundary
-  City Boundary

LEGEND

- A) Existing garden 'furrow rows' with swale irrigation
- B) Existing wild space
- C) Existing and Proposed rain gardens
- D) Proposed Shade Trellis with Solar and Rainwater Harvesting
- E) Existing Dome - Approx. 40' diameter geodesic dome with steel supports and vinyl panels. Not fixed, no foundation.
- F) Proposed Deck - proposed wooden deck
- G) Existing Food Forest
- H) Greenhouse/Hoophouse - Proposed structure. Not fixed, no foundation.
- I) Hiccup and seating
- J) Existing Entry Plaza & Social Amenities
- K) Giving House - existing to remain.
- L) Proposed Restroom - single occupancy, composting toilet
- M) Proposed Dock - floating structure, approx. 100 sqft
- N) Existing Orchard
- O) Proposed Terraced Retaining Wall - approx. 4' total vertical height, individual terraces to be $\leq 30''$ ht.
- P) Proposed Reconfigured Fenceline
- Q) Existing Mobile Food Kitchen
- R) Existing Fence and Gates



PLAN PREPARED BY CHRIS MOORE, P.L.A.
404-433-2700



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 COBB COUNTY ZONING

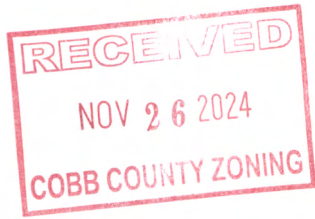
LUP-1 2025 Aerial Map



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-  Zoning Boundary
-  City Boundary



Application #: _____

PC Hearing Date: _____

BOC Hearing Date: _____

TEMPORARY LAND USE PERMIT WORKSHEET (FOR BUSINESS USE OR FOR A USE NOT PERMITTED)

1. Type of business, or request? Nonprofit farm and education center
2. Number of employees? 2
3. Days of operation? 5
4. Hours of operation? varies
5. Number of clients, customers, or sales persons coming to the house per day? _____ ; Per week? _____
6. Where do clients, customers and/or employees park? parking lot of neighboring church
Driveway: _____ ; Street: _____ ; Other (Explain): _____

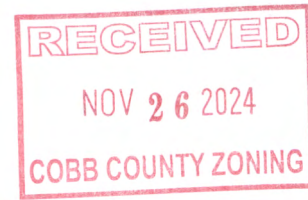
7. Signs? No: _____ ; Yes: X. (If yes, then how many, size, and location): a metal "community garden" next to street entrance and canvas sign (approx 5x3) at entrance to property
8. Number of vehicles related to this request? (Please also state type of vehicle, i.e. dump truck, bobcat, trailer, etc.): 1 Ford F350

9. Deliveries? No _____ ; Yes X (If yes, then how many per day or week, and is the delivery via semi-truck, USPS, Fedex, UPS, etc.)
Approx 1 delivery per week via Amazon

10. Does the applicant live in the house? Yes _____ ; No X
11. Any outdoor storage? No _____ ; Yes X (If yes, please state what is kept outside): Small shed is used for tool storage, miscellaneous supplies, and education and event program supplies. Animal feed, and supplies is kept in small shed in animal enclosure
12. Length of time requested (24 months maximum): 24 months
13. Is this application a result of a Code Enforcement action? No X ; Yes _____ (If yes, attach a copy of the Notice of Violation and/or tickets to this form).
14. Any additional information? (Please attach additional information if needed):

Applicant signature: [Signature] Date: 11/20/24

Applicant name (printed): The Giving Gardens, Inc.



Our Giving Garden was established by The Giving Garden, Inc. as a community garden at 79 Cooper Lake Road (the “Property”) in 2016. Since then, this volunteer-based nonprofit organization has worked to interrupt poverty through growing and donating food, hosting events and camps, collecting and donating household items and clothing, and teaching community members about nutrition and sustainability. Recently, with the support of Sustainable Design Collaborative Atlanta (SDCA), the Garden prepared a vision for improvements to the Property to enhance and achieve its public-focused mission.

The purpose of this application for a Temporary Land Use Permit is to allow the Garden to pursue certain mission-driven uses and improvements to the Property that were identified through the SCDA plan and other organizational planning efforts. These specific uses are not expressly permitted in the R-20 District:

- Outdoor forest school (M-F, 9am – 1pm) and educational day camps (*Note: The forest school is operated by a separate business entity*);
- Animal husbandry (goats, chickens, and donkeys);
- Mobile Food Service Unit (as defined in the Georgia Department of Health Rules and Regulations, Chapter 511-6-1), or “food trailer” to allow the Garden to host nutrition classes, cooking demonstrations, and potential food sales;
- “Base of Operation” (kitchen and cleaning area) serving the Mobile Food Service Unit;
- Food sales (seasonal farmers markets);
- Temporary housing for interns (in RVs/trailers); and
- Enclosed outdoor comfort station/shower.

With the exception of the comfort station, all of these uses can, and will, be accommodated in the existing improvements located at the Property. Parking in support of these uses is provided at the adjacent property, Vinings Lake Church, pursuant to an agreement with the Church, a copy of which is enclosed with the application. The Church parking lot contains 122 parking spaces. As depicted in the enclosed site plan, future improvements may include a trellis (potentially including solar panels), a deck surrounding the existing geodesic dome, and other structures to support public events. These permanent structures are not contemplated in this application for a Temporary Land Use Permit.

The proposed low-impact uses will allow Our Giving Garden to expand its mission and provide more food and educational services in service of community members. The Garden has held meetings and events at the Property in the summer, during which these proposed uses were discussed with neighbors and members of the broader public. As evidenced by the enclosed signed petitions, there is overwhelming support in the community for these uses in support of the Garden’s mission.

Front view of Property and paved parking area for residents



Mobile Food Service Unit (trailer)



View of parking lot (Vinings Lake Church) – looking North



View of parking lot (Vinings Lake Church) – looking South

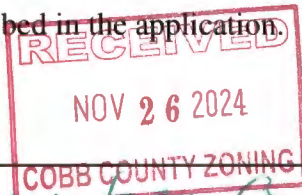


TO ACCOMPANY APPLICATION FOR LAND USE PERMIT

By signature, it is hereby acknowledged that I give my consent/or have no objection that _____

_____ intends to make an application for a Land Use Permit for the purpose of

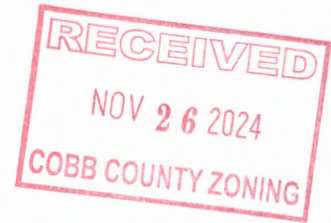
_____ on the premises described in the application.



Signature	Printed name	Address
<i>Hillary Jerson</i>	Hillary Jerson	671 Shannon Creek Ave
<i>Elizabeth Landt</i>	Elizabeth Landt	784 Walnut Cir SW, Marietta
<i>Wyatt Landt</i>	Wyatt Landt	784 Walnut Cir SW, Marietta
<i>Jean Hanson</i>	Jean Hanson	133 Eddie Ln SW Mableton 30126
<i>Andrew F Eulau</i>	Andrew F Eulau	34 Priskell Ave SW Mableton GA 30126
<i>Holly Leuze</i>	HOLLY LEUZE	67 Cooper Lake Rd 30126
<i>Jennie Leigh</i>	Jean [unclear]	79 Cooper Lake Rd 30126
<i>Abby Redmond</i>	Abby Redmond	4591 Gann King Smyrna, Ga 3008
<i>Amanda Edmunds</i>	Amanda Edmunds	28 Bellemere Ct NW Marietta 30064
<i>Lauren Howard</i>	Lauren Howard	4001 Gold Mill Rdg Canton 30114
<i>Matthew Doherty</i>	Matthew Doherty	710 South Park Dr. Westmont NJ 0884
<i>Jennifer Fletcher</i>	Jennifer Fletcher	1785 Sterling Trl SW Marietta 30126
<i>Gemma Fletcher</i>	Gemma Fletcher	17-85 Sterling Trl SW Marietta 30126
<i>Katerina Salabova</i>	Katerina Salabova	632 Clover St. SW, Atl. GA 30310
<i>Tina Schwerke</i>	Tina Schwerke	6064 Dodgen Rd Mableton GA 30126
<i>Victoria DellBono</i>	Victoria DellBono	4491 Kinvarra Circle Mableton GA 30126
<i>Julie Rickerson</i>	Julie Rickerson	290 Angla Drive Smyrna, GA 30082
<i>Alison A. Hoch</i>	Alison Hoch	47 Charlotte Dr. Mableton
<i>Kristin Lemmerman</i>	Kristin Lemmerman	25 Anita Pl. Mableton 30126
<i>Heather Houstader</i>	HEATHER HOUSTADER	2605 Davis Cir Austell GA 30108
<i>Meghan Thomas</i>	Meghan Thomas	3790 N. COOPER LAKE RD Smyrna 30082
<i>Ella Thomas</i>	Ella Thomas	11

(Attach additional pages if necessary)

Revised October 1, 2009



PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the "Agreement") is made effective this 30 day of September, 2022 (the "Effective Date") between Vinings Lake Church, Inc., a Georgia nonprofit corporation, as "Owner" and The Giving Gardens, Inc., a Georgia nonprofit corporation, as "Licensee."

WHEREAS, Owner is the owner of that certain parking lot (the "Parking Lot") located on the property at 75 Cooper Lake Rd SE, Mableton, GA 30126 shown on Exhibit "A" (hereinafter referred to as the "Property"); and

WHEREAS, Licensee has requested and Owner has agreed to allow Licensee the limited use of the Parking Lot for use for parking by Licensee.

NOW THEREFORE, for and in consideration of the payment of Ten and No/100 Dollars and other good and valuable consideration paid each unto the other the receipt and sufficiency of which are hereby confessed, Owner and Licensee hereby agree as follows:

1. Subject to the terms, covenants and conditions of this Agreement, Owner hereby grants to Licensee a temporary license for use of the Parking Lot, together with the non-exclusive use of rights of the drive aisles and walkways located on the Property as may be necessary or required for vehicular and pedestrian, respectively, ingress and egress to the Parking Lot.
2. The term of this Agreement shall commence on the Effective Date and shall continue on a month-to-month basis from the Effective Date until this License is terminated in accordance with the provisions herein. Either party may terminate this Agreement upon thirty (30) days' written notice to the respective addresses listed below.
3. Licensee may use the Parking Lot on any day of week, at any time, unless there is an event planned previously by the owner of the parking lot, or the owner requests that the parking lot not be used on a specific date. Owner's use of the Parking Lot shall take priority over the Licensee's right of use.
4. Licensee agrees that it will abide by all laws and ordinances and will pay all costs and expenses associated with or applicable to its use of the Parking Lot.
5. Licensee may allow its employees, guests and invitees on the Parking Lot.

6. Licensee is responsible for any damage done to the Parking Lot or Property and shall reimburse Owner for Owner's cost in repairing any such damage, including damage to any fences, gates and signs.
7. Licensee has inspected the Parking Lot and accepts the condition thereof, in its "AS IS" condition. Licensee and its guests and invitees agree to assume all risks associated with their temporary use of the Parking Lot and agree that Owner is not liable for any injuries or damages related to such use.
8. Licensee agrees to indemnify and hold Owner harmless from and against, and to reimburse Owner with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including attorneys' fees and court costs) asserted against or incurred by Owner by reason of or arising out of the Licensee's use of the Parking Lot.
9. Licensee agrees to provide Owner a certificate of insurance naming Owner as additional insured under Licensee's commercial general liability insurance policy, with a limit of liability reasonably acceptable to Owner.

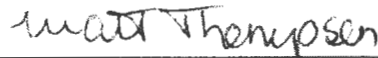
EXECUTED on the dates set forth below, effective the date first set forth above.

Address:

OWNER

75 Cooper Lake Road
Mableton Ga, 30126

Vinings Lake Church, Inc.
a Georgia nonprofit corporation

By: 
Printed Name: Matt Thompson
Title: Operations Director
Date: 10-4-2022

Address:

LICENSEE

79 Cooper Lake Road
Mableton Ga 30126

The Giving Gardens, Inc.
a Georgia nonprofit corporation


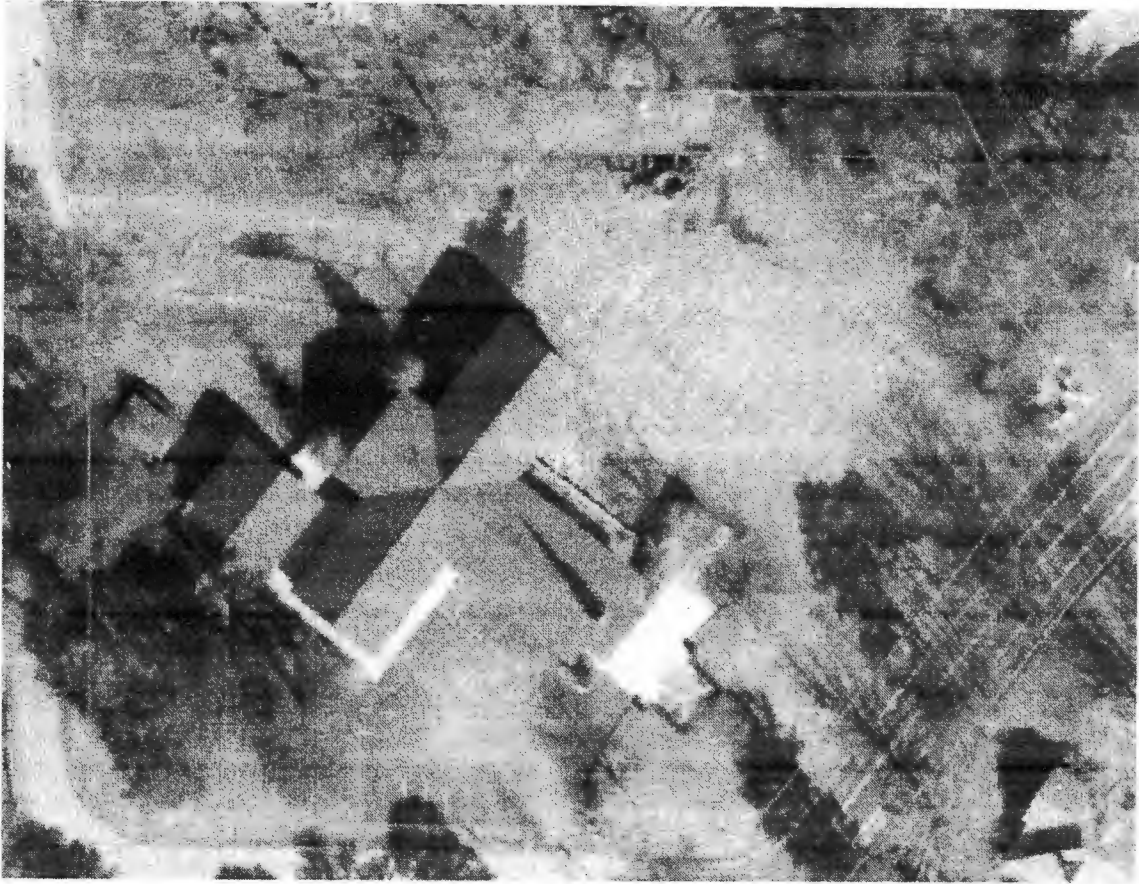
By: 
Printed Name: Hillary Jensen
Title: Executive Director
Date: 9/30/2022

EXHIBIT "A"



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