



Newnan City Council Meeting April 23, 2019 – 6:30 P.M.

AGENDA

CALL TO ORDER – Mayor Keith Brady

INVOCATION

READING OF MINUTES

- I Minutes from Regular Meeting on April 9, 2019..... Tab A

REPORTS OF BOARDS AND COMMISSION

- I 1 Appointment – Keep Newnan Beautiful – 3 Year Terms
- II 4 Appointments – Newnan Youth Activities Commission – 3 Year Terms
- III 3 Appointments – Urban Redevelopment Agency – 3 Year Terms
- IV Resignation – Leah Wylie – Keep Newnan Beautiful Commission Tab B

SPECIAL RECOGNITION

- I Newnan Youth Council – Graduating Seniors

REPORTS ON OPERATIONS BY CITY MANAGER

- I Pinning/Promotion to Lieutenant: Sgt. Phil Hines

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- I Consider lease agreement with Little Peoples Learning Center for a portion of the Verona Rosser on Pinson Street..... Tab C
- II Consider Intergovernmental Agreement between Coweta County, the Coweta County Board of Elections and Registration and the City of Newnan relating to Election Services Tab D

- III Consider a Professional Services Agreement (PSA) between the City of Newnan and the PATH Foundation, Inc., for LINC Segment C Tab E

- IV *Information Only* – Rezoning request by Walter Drake for 1.23± acres located off Ellis and Fair Streets from Heavy Commercial District (CHV) and Urban Neighborhood Commercial District (CUN) to Urban Residential Dwelling District-Historical and Infill (RU-I) – Planning Commission Tab F

- V Findings for consideration of applying for a Community Development Block Grant for FY 2020 Tab G

- VI Discussion of Council initiated rezoning of City owned lots Tab H

- VII Consider acceptance of 9.66 acres from REO Funding Solutions III, LLC for future use as a City Park Tab I

UNFINISHED BUSINESS

- I **Public Hearing** – Request by Dennis Drewyer on behalf of Ascension QOF Partners, LLP, to change the zoning on 24.47+ acres located on McIntosh Parkway from Urban Residential Single-Family Dwelling District (RU-7) to Mixed Use Development District (MXD)..... Tab J
 - *Ordinance to amend the zoning map for property located on McIntosh Parkway, Containing 24.47± acres in the Land Lots 23 and 42, of the Fifth Land District in the City of Newnan*

- II **Public Hearing** – Request by Dennis Drewyer on behalf of Cathryn and William Sullivan to annex 30.78+ acres located at 950 North Highway 29 into the city limits and zoning of RS-15 Suburban Residential Single Family Dwelling District-Medium Density to accommodate a future 40 lot residential subdivision Tab K
 - *Annexation Ordinance to annex 30.78± acres into the City*
 - *Ordinance to Amend Zoning Map to zone 30.78± acres RS-15*

- III **Public Hearing** – 11 Melson Street – Resolution to Repair or Demolish Tab L

- IV **Public Hearing** – 15 Elm Circle – Resolution to Repair or Demolish..... Tab M

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- I Foundation Christian Church request to use Greenville Street Park on Tuesdays during June on the 2nd, 9th, 16th and 23rd from 5 pm to 9 pm for Middle and high School Summer Community Events..... Tab N

EXECUTIVE SESSION – LEGAL, PERSONNEL AND REAL ESTATE

ADJOURNMENT

CITY OF NEWNAN, GEORGIA
REGULAR COUNCIL MEETING

APRIL 9, 2019

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, April 9, 2019 at 2:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

Mayor Brady called the meeting to order and delivered the invocation.

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose, Rhodes Shell; Dustin Koritko; Cynthia E. Jenkins; Paul Guillaume and George Alexander. Also present: City Manager, Cleatus Phillips; City Clerk, Della Hill; Planner, Dean Smith; Public Works Director, Michael Klahr; Assistant City Manager, Hasco Craver; City Attorney, Brad Sears and Police Chief Douglas "Buster" Meadows.

MINUTES – COUNCIL RETREAT MEETING – MARCH 26, 2019

Motion by Councilman Koritko, seconded by Councilman Alexander to dispense with the reading of the minutes of the Council Retreat meeting for March 26, 2019 and adopt them as presented.

MOTION CARRIED. (7 – 0)

MINUTES – REGULAR MEETING – MARCH 26, 2019

Motion by Councilman DuBose, seconded by Councilman Koritko to dispense with the reading of the minutes of the Regular Council meeting for March 26, 2019 and adopt them as presented.

MOTION CARRIED. (7 – 0)

APPOINTMENT – KEEP NEWNAN BEAUTIFUL

Mayor Brady asked the City Manager to place this appointment on the agenda for the next Council meeting.

APPOINTMENTS – NEWNAN YOUTH ACTIVITIES COMMISSION

Motion by Councilman Alexander, seconded by Councilman DuBose to re-appoint Roy Garner to the Newnan Youth Activities Commission for another three year term.

MOTION CARRIED. (7 – 0)

Mayor Brady asked the City Manager to place his and Mayor Pro Tem Jenkin's appointments to the Newnan Youth Activities Commission on the agenda for the next meeting.

APPOINTMENTS – URBAN REDEVELOPMENT AGENCY

Mayor Brady asked the City Manager to place his appointment, Councilman Alexander and Mayor Pro Tem Jenkins's appointments on the agenda for the next meeting to the Urban Redevelopment Agency.

APPOINTMENT – CAFI BOARD

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to appoint Charlotte Hollins to the CAFI Board.

MOTION CARRIED. (7 – 0)

SURPLUS PROPERTY DECLARATION AND DISPOSITION

Motion by Councilman Alexander, seconded by Councilman Koritko to approve the disposal of the City's surplus and or obsolete property and grant authorization for the disposal of such.

MOTION CARRIED. (7 – 0)

REQUEST – FOX RIDGE CAPITAL LLC – ACCEPT STREETS INTO THE CITY STREET SYSTEM

Motion by Councilman DuBose, seconded by Councilman Shell to approve the request to accept Collette Cove, Doolittle Court, Boyd Point and Tyson Court in Ashton Place, formerly Fox Ridge into the City Street system.

MOTION CARRIED. (7 – 0)

ORDINANCE – ADOPTING ANEW CODE OF ORDINANCE, CHAPTER 6, BUSINESSES, ARTICLE IX MISCELLANEOUS PROVISIONS, SECTION 6-176, MOVIE/TV/ADVERTISING/PRODUCTION COMPANY RELATED TO FILMING POLICY AND FEE SCHEDULE

Motion by Councilman DuBose, seconded by Councilman Shell to adopt anew City of Newnan Code of Ordinances, Chapter 6, Businesses, Article IX Miscellaneous Provisions, Section 6-176, Movie/TV/Advertising/Production Company Use of City Streets/Sidewalk and the consideration of related City of Newnan Filming Policy and Fee Schedule.

MOTION CARRIED. (7 – 0)

NEWNAN FILMING POLICY AND FEE SCHEDULE

Motion by Councilman Alexander, seconded by Councilman Shell to adopt the new Filming Policy and Fee Schedule as presented.

MOTION CARRIED. (7 – 0)

2nd AND FINAL READING – ORDINANCE – AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VI PURCHASING BY DELETING ARTICLE VI, PURCHASING AND ADOPTING NEW ARTICLE VI PURCHASING

Motion by Councilman DuBose, seconded by Councilman Koritko to adopt on 2nd and final reading an Ordinance to amend Chapter 2 Administration, Article VI Purchasing, of Ordinance by deleting Article VI Purchasing in its Entirety and adopting a New Article VI Purchasing.

MOTION CARRIED. (7 – 0)

2nd AND FINAL READING – ORDINANCE – AMEND ARTICLE VIII – PAWN BROKER OF CHAPTER 6, BUSINESSES – ADDING NEW SECTION 6-160, RECORDS AND INFORMATION TO BE RECORDED IN REQUIRED FORMAT

Motion by Councilman Alexander, seconded by Councilman Koritko to adopt on 2nd and final reading an Ordinance to amend Article VIII - Pawn Broker of Chapter 6 Businesses, by adding a New Section 6-160, Records and Information to be Recorded in the Required Format of Code.

MOTION CARRIED. (7 – 0)

HOUSING STATUS REPORTS- 10 BURCH AVENUE, 280 WEST WASHINGTON, 121 PINSON, 180 WEST WASHINGTON AND 17 RAY STREETS

<u>Property</u>	<u>Owner</u>	<u>Status</u>	<u>Resolution Deadline</u>
10 Burch Ave	Abdul Kader	Progress made	06/09/2019
280 W Washington St	Irvin Jones Estate	Progress made	04/06/2019
121 Pinson St	Marcus Beasley	Progress made	05/10/2019
180 W Washington	Render Godfrey	Progress made	09/07/2019
17 Ray St	Salome Realty	No progress	

These properties have been before Council with Public Hearings.

HOUSING REQUEST – EXTENSION 280 WEST WASHINGTON

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve the request for an extension on the substandard structure located at 280 West Washington Street for one hundred eighty (180) days.

MOTION CARRIED. (7 – 0)

REQUEST – SOUTHERN ARC DANCE – BLOCK OFF PARKING SPACES – GREENVILLE STREET PARK FOR FOOD TRUCKS

Motion by Councilman Koritko, seconded by Councilman Alexander to approve the request by Southern Arc Dance to block off parking spaces in front of Greenville Street Park to add food trucks to event on May 4, 2019 from 3:00 pm to 8:00 pm.

MOTION CARRIED. (7 – 0)

REQUEST – NATHAN THOMPSON – HOLD VETERAN’S DAY PARADE - SATURDAY NOVEMBER 9, 2019

Motion by Councilman Alexander, seconded by Councilman Koritko to approve the request by Nathan Thompson to hold Veteran's Day Parade on Saturday November 9, 2019 at 10:00 am after a "meet and greet" in City Hall Parking Lot.

MOTION CARRIED. (7 - 0)

PUBLIC SAFETY LUNCHEON

Ms. Norma Haynes thanked Council for all of their support for the Public Safety Luncheon. The luncheon will be April 25, 2019 at the Fair Grounds. She indicated we have the best Public Safety Department in Georgia. Mayor Brady thanked her for all of her support.

DONATION –PUBLIC SAFETY LUNCHEON

Motion by Councilman Shell, seconded by Councilman Alexander to approve a donation of \$1,000.00 for the Public Safety Luncheon.

MOTION CARRIED. (7 - 0)

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko that we now enter into closed session as allowed by O. C. G. A. §50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing real estate and legal issues and that we move, in

open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O. C. G. A. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 2:45 pm.

MOTION CARRIED. (7 – 0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the Council meeting was within the exceptions provided by O. C. G. A. §50-14-4(b).

MOTION CARRIED. (7 – 0)

ADJOURNMENT

Motion by Councilman Koritko, seconded by Councilman DuBose to adjourn the Council meeting at 3:43 pm.

MOTION CARRIED. (7 – 0)

Della Hill, City Clerk

Keith Brady, Mayor

CITY COUNCIL MEETING APRIL 23, 2019

RESIGNATION FROM KEEP NEWNAN BEAUTIFUL

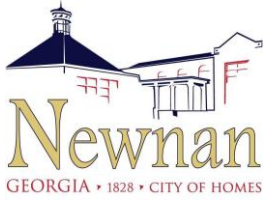
From: Leah Wylie
Sent: Thursday, April 11, 2019 9:59 AM
To: Page Beckwith
Subject: Resignation

Good morning Page,

I reaching out to let you know that I have been struggling with some medical issues for quite some time now. While these issues are not life threatening, they are serious and do require change and modifications with medication that will impact my ability to continue volunteer services with Keep Newnan Beautiful. I want to thank you for all that you do for our community. It has been an honor serving with you, and I'm disappointed to leave. I wish you and the team all the best.

Warmest regards,

Leah Wylie-Brown



City of Newnan, Georgia - Mayor and Council

Date: April 23, 2019

Agenda Item: Lease Agreement with Little Peoples Learning Center for a portion of the Verona Rosser Center located on Pinson Street as they are currently utilizing for their child care program

Prepared by: Cleatus Phillips

Purpose: Request approval for the City of Newnan to enter into agreement with Little Peoples Learning Center for a portion of the Verona Rosser Center

Background: Brenda Clark-The Little People's Learning Center, a non-profit corporation, has been utilizing a portion of the Verona Rosser for child care use for many years and would like to continue to do so. It is in the best interest of both parties to have in place a lease agreement with appropriate terms and conditions.

Funding: N/A

Recommendation: Approve agreement

Previous Discussion with Council: N/A

LEASE AGREEMENT

Georgia, Coweta County.

This Lease Agreement is made and entered into the ____ day of _____, 2019 by and between the CITY OF NEWNAN, GEORGIA, a municipal corporation of Coweta County, Georgia, whose address is City Hall, 25 LaGrange Street, Newnan, Georgia 30263, (hereinafter referred to as “Lessor”), and LITTLE PEOPLES LEARNING CENTER., a nonprofit corporation organized and existing under the laws of the state of Georgia (hereinafter referred to as “Lessee”).

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants herein contained, and the rents to be paid as hereinafter provided for, the Lessor does hereby demise and lease to lessee for such uses and purposes as may be consistent with the provisions of this lease, that certain premises located within a building known as The Verona Rosser Center in the City of Newnan, Coweta County, Georgia, and located on property more particularly described as: a portion of the Verona Rosser Center located on Pinson Street, Newnan, Coweta County, Georgia Tax Map No. N13006001 Coweta County Assessors Maps.

This Lease shall be subject to the terms and conditions as hereinafter set forth:

1. TERM.

The initial term of this Lease shall commence on the ____ day of _____, 2019 and extend through _____, _____. At the option and in the discretion of Lessor, Lessee shall have the opportunity to renew the terms of this lease for up to three successive one (1) year periods. Lessee shall notify Lessor, in writing, of its intent to renew at least sixty (60) days prior to the then expiring term. Lessor's consent to said election shall be required for each of the proposed one (1) year terms.

2. RENTAL

Lessee shall pay to Lessor, at 25 Lagrange Street, Newnan, GA 30263, or at such other place as Lessor may designate, rental in the amount of One Dollar (\$1.00) per year, or any portion thereof.

3. UTILITIES

Lessee shall pay all water, sewer, sewer service, gas, electricity, fuel, light, heat, power, internet, telephone, and garbage service bills for the premises throughout the term of this Lease. Lessee shall be responsible for providing such utilities throughout the term of this Lease.

4. USE OF PREMISES

Lessee shall use the demised premises in connection with the operation of the Lessee's children's day care program for disadvantaged youth based upon the Lessee's

certification or permit from the State of Georgia. Lessee shall not be permitted to use the premise for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the premises.

5. ABANDONMENT OF PREMISES

Lessee shall not abandon or vacate the premises during any term of this Lease.

6. PREMISES LEASED AS IS

Lessee understands and agrees that the premises will be leased "AS IS" and lessee has inspected the premises before this Lease is signed and understands the present condition of the premises and facilities. Occupancy of the premises by Lessee shall indicate acceptance of the premises in their existing condition.

7. REPAIRS AND ALTERATIONS TO PREMISES

- (a) Lessor covenants and agrees to be responsible for all maintenance and repairs to the roof and structural walls of the premises, including the foundation.
- (b) Lessee, at its expense, will be responsible for all repairs to the existing electrical, plumbing and heating and air conditioning components or systems and all improvements which have been made by Lessee or added by Lessee.

- (c) Lessee, at its expense, will keep the interior of the demised premises in a good repair, reasonable wear and tear excepted.
- (d) Lessee will replace any and all broken glass in said demised premises at its expense. Lessee, at its expense, will be responsible for all janitorial services, maintenance and repairs to the floors and all painting.
- (e) Lessee, at its expense, will make all arrangements with any other Lessee in the Premises for use and maintenance of the playground and basketball court.
- (f) Any signage Lessee may want at the premises must be permitted by the City and meet the requirements of the City's Sign ordinance.
- (g) Lessee shall not make any alterations to the premises which would change the external or internal appearance of the premises without first obtaining the written consent of Lessor. Such alterations as may be requested by Lessee and approved by Lessor shall be the responsibility of Lessee, and Lessor shall in no way be responsible for the same.

8. TAXES AND INSURANCE

- (a) Lessee shall be responsible for paying all ad valorem taxes which may be imposed on items of inventory or personal property or equipment which may be maintained on the property by Lessee.

(b) Lessee shall be responsible for insuring the contents of the premises for its own benefit, and Lessee shall make to claim against Lessor for any such damage.

(c) Additionally, Lessee shall carry general public liability insurance covering activities on the premises with policy limits of not less than \$_____ basic liability with \$_____ umbrella liability. This policy of insurance shall be issued by an insurance carrier acceptable to Lessor, which approval shall not be unreasonably withheld and the policy shall designate Lessor as an additional insured.

9. INDEMNITY

Lessee agrees to indemnify and hold Lessor harmless against any and all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Lessor because thereof, including, but not limited to, reasonable attorney fees and court costs.

10. DESTRUCTION OF OR DAMAGE TO PREMISES

If the premises are totally or substantially destroyed by storm, fire, lightning, earthquake or other casualty, either party shall have the option to declare this Lease to be null and void as of the date of such destruction. In the event that the premises are damaged, but not substantially destroyed by any such casualties, rental shall abate in such proportion as the use of the premises has been destroyed, and, if Lessor deems

it to be economically prudent, Lessor may restore the premises to substantially the same condition as before the damage was incurred as speedily as practicable, whereupon full rental shall recommence.

11. ASSIGNMENT AND SUBLETTING

Lessee, without the prior written consent of Lessor endorsed hereon, shall not be permitted to assign this Lease or any interest hereunder, or sublet the premises or any part thereof. In the event that Lessor should approve an assignment or sub-lease, such approval shall not affect the responsibility of Lessee or relieve Lessee from any liability under the terms of this Lease.

12. WAIVER OF LIABILITY

Lessor shall not be liable to Lessee for any damage or injury to lessee or lessee's property occasioned by the failure of Lessor to keep said premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing , electrical wiring, or of insulation thereof, gas pipes, water pipes, or from broken steps or walks, or from backing up of any sewer pipe or downspout, or from the bursting or leaking of any tank, wash stand, water closet or waste pipe, drain or any other pipe or tank in, upon or about the building or premises, nor for any damage or injury occasioned by water being upon or coming through the roof or any other place upon or near said premises, or otherwise, nor for any such damage or injury done or injury arising from the act, omission or contiguous property or of owners of

adjacent or contiguous property, all claims for any such damage or injury being hereby expressly waived by Lessee.

13. DEFAULT AND CANCELLATION OF LEASE BY LESSOR

It is mutually agreed, that, if lessee shall be in default in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Lessor, or if Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; or, if whether voluntarily or involuntarily, lessee takes advantage of any debtor relief proceeding under any present or future law, whereby the rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred; or if lessee's effects should be levied upon or attached under process against Lessee; then, in any of said event, Lessor at its option may at once, or at any time thereafter (but only during continuance of such default or condition) terminate the Lease. Any notice provided for in this Paragraph may be given by Lessor, and when so given, Lessee if default has not been cured in accordance herewith, will at once surrender possession of the premises to Lessor and remove all of lessee's effects in which Lessor claims no interest under this Lease. In such event, Lessor shall have the right forthwith to re-enter the premises and repossess itself

thereof, and remove all persons and effects there from, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

14. NO ESTATE IN LAND

This Lease shall create the relationship of Lessor and lessee between the parties thereto; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy, and assignable only as provided for above.

15. HOLDING OVER

If Lessee remains in possession of premises after expiration of the terms hereof, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a tenant-holding over at the rental rate in effect at the end of the lease; and there shall be no renewal of this Lease by operation of law.

16. SERVICE OF NOTICE

Lessee hereby appoints as Lessee's agent to receive service of all dispossession or other legal proceedings and notice hereunder, and all notices required under this Lease, the person in charge of the premises or occupying the premises at the time delivery or service of such notice.

17. MISCELLANEOUS

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive of those given by law. No failure of Lessor to exercise any power hereunder, or to insist upon strict compliance by lessee, and no custom or practice of parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof. "Lessee" shall include Lessee, its heirs, executors, administrators, representatives, and, if this Lease by validly assigned or sublet, shall also include Lessee's assignees, or sub-lessees, as to the premises covered by such assignment or sublease.

18. RETURN OF THE PREMISES

Upon termination or expiration of the term of this Lease, Lessee shall return the premises to Lessor in substantially the same condition, natural wear and tear excepted.

19. QUITE ENJOYMENT

In the event that Lessee pays the rent as provided for herein and otherwise performs all of the covenants and conditions to the performed by the Lessee, lessee shall have peaceful and quiet enjoyment of all the demised premises for the duration of the original term of and any renewal term of this Lease.

20. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreement, or otherwise, between the parties not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals or caused this instrument to be executed through authorized officials in their name, in duplicate, the day and year first above written.

Signed, sealed and delivered
this ___ day of _____,
2019, in the presence of:

LESSOR:
CITY OF NEWNAN, GEORGIA (SEAL)

By: Mayor

Unofficial Witness

L. Keith Brady

Notary Public
My Commission Expires:

Attest – Clerk

Signed sealed and delivered
This ___ day of _____
2019 in the presence of:

LESSEE:
LITTLE PEOPLES LEARNING CENTER

By: _____

Unofficial Witness

Attest: _____

Notary Public
My Commission Expires:

Address for Notice:



City of Newnan, Georgia - Mayor and Council

Date: April 23, 2019

Agenda Item: Intergovernmental Agreement between Coweta County, Georgia, the Coweta County Board of Elections and Registration and the City of Newnan, Georgia, Relating to Elections services

Prepared by: Cleatus Phillips

Purpose: Approval for the City of Newnan to enter into agreement with Coweta County Board of Commissioners and the Coweta County Board of Elections and Registration to properly conduct municipal elections

Background: In 2017, the Coweta County Board of Elections and the Coweta County Board of Registrars were dissolved and a single board created: *The Coweta County Board of Elections and Registration*. The City of Newnan and the previous two Coweta County boards were under agreement for election services which expired December 2017. 2018 was not an election year, however there was the need for a special election which took place in November 2018. Therefore, the new Intergovernmental Agreement has a commencement date of January 1, 2018 with automatic renewals for 49 successive years unless properly terminated by either party

Funding: N/A

Recommendation: Approve agreement

Previous Discussion with Council: N/A

**STATE OF GEORGIA
COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,
GEORGIA, THE COWETA COUNTY BOARD OF ELECTIONS AND
REGISTRATION AND THE CITY OF NEWNAN, GEORGIA, RELATING TO
ELECTIONS SERVICES**

WHEREAS, the Georgia General Assembly created the Coweta County Board of Elections having jurisdiction over the conduct of primaries and elections;

WHEREAS, in 2017, the Georgia General Assembly dissolved the Coweta County Board of Elections and the Coweta County Board of Registrars and created a single board, the Coweta County Board of Elections and Registration (hereinafter “Board”) having jurisdiction over the conduct of primaries and elections;

WHEREAS, the City has requested that the Coweta County Board of Commissioners (hereinafter “County”) and the Board enter into an Agreement with the City of Newnan, Georgia, (hereinafter “City”), for providing the services of the Board of Elections and Registration to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the corporate limits of the City of Newnan are located within Coweta County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Board is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b);

WHEREAS, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the City of to enter into an Agreement with the County and the Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County and the Board have validly adopted a resolution to authorize the County and the Board to enter into this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of January, 2018, and shall terminate on December 31, 2018. This Agreement shall automatically renew for forty-nine (49) successive annual terms, unless terminated as outlined in Section 3.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one hundred and eighty (180) days written notice. If notice to terminate is given, the Board will continue to provide the contracted services to the City through the one hundred and eighty (180) day period.

Section 4. Prerequisites to Performance. The City shall adopt an ordinance authorizing the Board to conduct elections, and the City may request the Board to perform any of the following:

- (a) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated; or
- (b) Perform all duties as Superintendent of Elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates.

Section 5. Scope of Services. After adopting the appropriate ordinances set forth in Section 4, the Board acting as the Superintendent of Elections directly or through its Elections Supervisor shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, including the following services:

- (a) Receiving and acting upon petitions, determining the sufficiency of nomination petitions of candidates, filing notice of their candidacy in accordance with state law, preparing and publishing all notices and advertisements relating to the conducting of elections, selecting and equipping polling places, securing and maintaining election equipment, appointing poll

officers to serve in primaries and elections, ensuring compliance with the State Election Board rules and general laws, instructing poll officers in their duties, receiving poll returns, certifying and announcing the results, and guaranteeing the secrecy of the ballot;

- (b) At a mutually agreed upon time, calling for an election, to be held in all applicable voting precincts in the City;
- (c) Setting the date of such election as provided by law, opening the polls of each election district of the City at 7:00 a.m. and closing at 7:00 p.m., insuring that the election is held in accordance with the election laws of the State of Georgia, and counting the votes of said election in the manner required by law;
- (d) Publishing the Notice of Election as authorized by law, and prior to the date of any election, appointing a proper Election Manager and Clerks to supervise and hold the municipal election;
- (e) In the event that a special unscheduled election is necessary, conferring with the City and reaching a mutually convenient date to conduct said election;
- (f) Providing for absentee ballots and designating the location to vote absentee; and
- (g) Performing any other duties required for the conduction of a municipal election as required by Georgia law.

Section 6. Compensation. The City shall reimburse the County all costs incurred in performing those functions which the municipality has requested the Board to perform, including, but not limited to, any and all usual, standard costs incurred by the County and the Board during a given election other than when the election is conducted on the same day as a County election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the City conduct an election on the same date, the City shall be responsible for costs incurred over and above the costs incurred to conduct that county election, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit reimbursement for all expenses and costs in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and costs.

Furthermore, in addition to these costs, the City shall pay the County a fee of \$100 per election conducted as further consideration for the performance of said services.

Section 7. Indemnity. The City shall indemnify and hold the County, the Board, and the Elections Supervisor and their respective employees, agents and assigns harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or the Board in connection with any election held pursuant to this Agreement.

- (a) All legal services and defenses of litigation required by the Board or the County or one acting on behalf of the Board or County, arising from the municipal election held pursuant to this contract shall be furnished by the County Attorney unless the Board and City agree that the City Attorney shall provide the required legal services. The expenses for any legal services provided referred to in this paragraph shall be borne by the City.

Section 8. Modification. The parties may modify this Agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Jurisdiction. The parties hereby agree to the jurisdiction and venue of the Coweta County Superior Court.

Section 11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below.

- (a) Coweta County – Chairman, Coweta County Board of Commissioners, 22 East Broad Street, Newnan, Georgia 30263.
- (b) City of Newnan – Mayor, City of Newnan, 25 LaGrange Street, Newnan, Georgia 30265.
- (c) Board of Elections and Registration and Elections Supervisor – Elections, 22 East Broad Street, Newnan, Georgia 30263.

All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this ____ day of _____, 2019.

COWETA COUNTY, GEORGIA

By: _____
Chairman

ATTEST: _____
Clerk
[SEAL]

BOARD OF ELECTIONS AND REGISTRATIOIN
OF COWETA COUNTY, GEORGIA

By: _____
Chairman

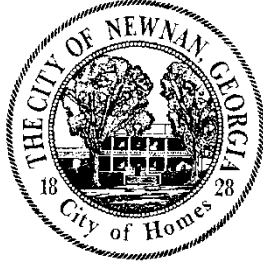
[SEAL]

CITY OF NEWNAN, GEORGIA
Acting by and through the Mayor
And Council

By: _____
L. Keith Brady, Mayor

ATTEST: _____
Della Hill, Clerk

[SEAL]



City of Newnan, Georgia - Mayor and Council

Date: April 16, 2019

Agenda Item: Consideration of Professional Services Agreement between the City of Newnan and the PATH Foundation for LINC Segment C

Prepared and Presented by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider a Professional Services Agreement (PSA) between the City of Newnan and the PATH Foundation, Inc. for LINC Segment C.

Background: Newnan City Council, at the March 26, 2019 City Council Retreat, while discussing future and potential public parks and recreation facilities, considered the design and construction of LINC Segment C (segment illustration may be found in the attached document).

Previously, the Newnan City Council considered and entered into a Professional Services Agreement with the PATH Foundation to provide design services for the implementation of the LINC Sections A, B, D, as well as the now-completed LINC Section at Summergrove/Newnan Centre.

The City of Newnan, in concert with the PATH Foundation and Kaizen Collaborative, is currently designing LINC Sections A, B, and D, which connects facilities from the current terminus point along Newnan Crossing Boulevard across Interstate 85 to a point near One Life Fitness at Ashley Park. Thereafter, the facility continues from a point near the recently completed round-a-bout along Grieson Trail west through CJ Smith Park to the Historic Train Depot in downtown Newnan.

The Professional Services Agreement includes the following scope of services:

- Surveying Services
- Design Development
- Construction Documents (Civil, Structural, Geotechnical)
- Permit Coordination
- Bid Assistance
- Contract Administration

LINC Segment C PSA Total Cost - \$189,300.00

Funding: SPLOST 2019

Please note that City of Newnan has allocated \$7M in SPLOST 2019 for LINC Sections A, B, and D; City staff recommends the allocation of additional SPLOST 2019 proceeds from the Park and Leisure Services Facilities project list as the source of funding for LINC Section C. Upon completion of design activities, City Staff will prepare and present a total project budget for Newnan City Council consideration.

Recommendation: Newnan City Council may authorize the execution of the Professional Services Agreement as presented.

Attachments:

1. Professional Services Agreement between the City of Newnan and the PATH Foundation, Inc. for LINC Segments C

Previous Discussions with Council: Newnan City Council began discussing items related to the Newnan LINC at the 2017 City Council Retreat. Over time, Newnan City Council has had numerous discussions related to the planning, funding and construction of the LINC.

PROFESSIONAL SERVICES AGREEMENT

Project Name: Newnan LINC – Segment C

Location: Newnan, Georgia

Client: City of Newnan
25 LaGrange Street
Newnan, GA 30263
P 770.253.2682
Contact: Hasco W. Craver IV, Assist. City Manager

Consultant: PATH Foundation
1601 W. Peachtree Street
Atlanta, Georgia 30309
P 404.875.7284 x1
Contact: Ed McBryer, Executive Director

Date: April 15, 2019

To assist in the implementation of the *Newnan LINC – Segment C*, PATH will provide full professional services for surveying, landscape architecture, engineering, permitting, and construction administration for the 8,000 LF, twelve-foot wide, concrete multi-use trail beginning at Segment B (approx. 1,000 LF southwest of Greison Trail) and ending at the intersection of Ashley Park Boulevard and McIntosh Parkway as shown on page 2.

SCOPE OF BASIC SERVICES:

The PATH Design Team for the project:

- A. Design Team Lead / Landscape Architecture (*KAIZEN Collaborative, LLC*)
- B. Civil Engineering and Flood Study (*Georgia & West, Inc.*)
- C. Structural Engineering (*Stability Engineering*)
- D. Survey Services (*Georgia & West, Inc.*)
- E. Geotechnical Engineering (*Chattahoochee Consulting Group, Inc.*)
- F. Environmental Permitting (*TerraBuild USA, Inc.*)

TASK I – Surveying Services:

The following site map outlines the survey corridor for Newnan LINC C based on the April 10, 2019 field walk. The City of Newnan shall review the concept alignment circulated on April 12, 2019 to initiate any property owner coordination prior to approving survey to begin.

Upon approval to proceed with survey, the surveying services will meet the PATH Foundation's standards for surveying trail corridors and include:

- property lines / right-of-ways
- streets, sidewalks, and intersections
- topography (2' contours)
- trees (12" dia. and above)

- proposed trail bridge crossing
- utility location survey (*All underground utilities identified on the ground by Georgia Utilities Protection Center (811) – we do not guarantee that any or all underground utilities will be identified by locate request nor do we guarantee the accuracy of the location.*)
- sanitary/storm sewers
- manholes/catch basins/drop inlets/curb inlets
- existing cut-ins for driveways
- all site elements
- 25' State Stream buffer



The PATH Team will conduct a wetland delineation for jurisdictional wetlands between the city/county site east of Greison Trail and the DR Horton Property using the Routine On-Site Determination Method during the *Task 1 – Surveying Services*. A GPS boundary survey of jurisdictional waters within the project site boundaries identified during the field delineation will be exported to the surveyor so that the jurisdictional areas will be included within the survey.

Deliverables:

The PATH Team will combine all survey data into one AutoCAD file for use during design for construction. Final deliverable will be a signed and certified digital copy of the combined survey in .pdf format, AutoCAD 2010 format, and one (1) paper print of the final survey if requested. The survey will conform to all regulations as set forth in the GA Plat Act found in OCGA 15-6-67 and Chapter 180-7-.07 of the rules of The GA State Board of Registration for Professional Engineers and Land Surveyors.

In addition, PATH agrees to coordinate with the City of Newnan all preliminary design for establishing the trail easements/acquisition required for the trail route along private property.

Acquisition plats and legal descriptions are not included within this contract. Upon approval of preliminary design/easement graphics, PATH will price each plat/legal required for the City's review/approval within a change order to this contract.

TASK II – Design Development:

Utilizing the field run survey, PATH will produce the preliminary alignment and grading design. PATH will confirm any roadway modifications, the length of bridges, box culverts, boardwalks, and walls. In addition to the specific services detailed within this proposal, PATH will coordinate the work and sub-consultants, monitor project schedule, and provide timely reporting of the project. PATH shall prepare Design Development Documents as described below:

- Preliminary Alignment and Conceptual Layout
- Rough Grading
- Permanent/temporary easement plans
- Location and lengths of bridges, box culverts, boardwalks, and walls.

The design development documents will be coordinated with the City for review, comment, and to assist in facilitating easement agreements with all property owners. PATH will assist the City of Newnan as needed with property owner meetings to help facilitate easement agreements.

TASK III – 50% Construction Documents:

The PATH Design Team agrees to prepare permit ready Construction Documents for the work as defined within this proposal. PATH will conduct on-going coordination with the City and submit progress reports as requested. Each report will include task accomplishments, status of deliverables, and expected upcoming activities. PATH will participate in monthly project meetings as requested to ensure clear and timely communication and to discuss key issues or opportunities that arise.

Based on the Design Development alignment and survey data, PATH shall prepare 50% Design Development Documents as described below:

- Project Cover Sheet/ Index/ General Notes
- Construction Plans (Layout, Preliminary Grading, Limits of Construction)
- Typical Sections
- Standard Trail Construction Details
- Initial Hydrology Analysis for no-rise determination

The 50% construction documents will be submitted to the City for review and comment. PATH will use the documents to finalize easements with property owners, obtain approval from stakeholders, clarify lengths of structures, and evaluate construction costs.

The PATH Design Team will review the culvert design by others for the trail to cross underneath Greison Trail and coordinate completion of the culvert design within the 100% Construction Documents. PATH will outline the geotechnical borings needed and coordinate with the geotechnical engineer to conduct the soil borings necessary for the structural elements and coordinate with the City for property owner approval for access.

PATH will clarify the Army Corp jurisdictional wetland impact within 50% construction documents and prepare an environmental permit. The environment permit application will be submitted prior to *TASK IV – 100% Construction Documents (if required)*.

Task/Meeting:

- City Review Meeting
- Monthly progress reports (as requested)
- Monthly project meeting (as requested)
- Consultant/City Team Meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)

TASK IV – 100% Construction Documents:

Based on the approved 50% Construction Documents, PATH shall prepare 100% Construction Documents for the project. The documents will further refine and articulate the project elements established in the 50% Construction Document phase.

Task/Meeting:

- Consultant/City Team Meeting – unlimited number of electronic messaging (i.e. web conference/ conference call)
- Design Review Meeting with City of Newnan
- Coordination Meetings with Stakeholders (as requested)

Deliverables:

PATH will prepare detailed construction drawings and specifications necessary for the layout and construction of the *Newnan LINC – Segment C* project as described herein.

- Project Cover Sheet/ Index/ General Notes
- Existing Conditions
- Tree Removal and Protection Plan
- Tree Replacement Plan
- Construction Plans (Layout, Staking and Grading)
- Stormwater Pipe Design and Profiles
- Structural Design and Details
- Signing and Marking Plans – includes coordination with trail signage
- Construction details for all trail related work within the scope of the project
- Phased Erosion, Sedimentation and Pollution Control Plans with a NPDES Comprehensive Monitoring Program (CMP)
- Flood Study throughout project limits to verify “no rise” effects from proposed trail design
- 100% Cost Estimate

TASK V – Permit Coordination:

As a part of the design for construction process, PATH will complete and submit applications necessary for the project to be approved by the City of Newnan, Army Corp., and other public agencies having jurisdiction.

This process is a negotiation with the municipalities to assure the City that the permitted set of drawings is constructible, value engineered, and not burdened with unnecessary comments and expense from the permitting authorities.

Task/Meeting:

- PATH shall coordinate a design team meeting to verify and review comments from the City, Army Corp., and public agencies having jurisdiction of the project and ensure comments are addressed and incorporated into the Issue for Bid Construction Document submittal.
- PATH shall revise the 100% Issue for Permit documents as per review comments.

TASK V – Bid Assistance:

PATH will assist the City of Newnan with the bidding process, providing a description of the scope of work for the City's advertisement purposes, attending one (1) prebid meeting, responding to questions during the bidding process, and preparing addenda as appropriate. PATH will assist the City in evaluating the contractor's submitted bidding documents and will provide a recommendation to the City for their consideration.

TASK VI – Contract Administration:

As a part of construction, the PATH Project Manager will assist the City of Newnan with construction administration. PATH Design Team services are included as a not to exceed allowance to be managed by the PATH Project Manager. The allowance could be authorized to include site visits, responses to RFIs, and change orders which will be billed at the design team's hourly rates. An eight-month construction period is anticipated.

Task/Meeting:

- Attend one (1) site visit to provide seven-day letter.
- Attend site visits as determined necessary to monitor compliance with the Contract Documents and to assist in the resolution of any construction issues, as related to the scope of service defined by this proposal.
- Attend one (1) final site visits to file required Notice of Termination with Georgia EPD

Deliverables:

- File Required Notice of Termination with Georgia EPD.
- Conduct final Site Visit as per NPDES requirement.

Scope Exclusions:

The following services are not included under this Agreement, and will be furnished by others or their agent, as noted:

- Off-site utility extension designs or local jurisdiction infrastructure upgrades
- Storm Water Detention / Water Quality BMP Design
- Services requiring FEMA approvals such as CLOMAR or LOMAR
- Georgia EPD Stream Buffer Variance
- Traffic studies and/or signal design
- Electrical design or engineering
- Sanitary sewer and/or water distribution system design
- Services associated with variances, waivers, modifications and/or any relief from local, state or federal regulations
- Services related to rezoning or annexation of property
- Services related to air, solid waste, and/or hazardous waste permits
- Services related to noise abatement or endangered species
- Water collections for water quality samples or submittals to NPDES for water quality monitoring reports
- Architectural design or site work associated with proposed facilities (i.e. architectural renderings, sketches, elevations, footings/ foundations, etc.)
- Permitting and/ or development related fees
- Additional drawings & specification revisions due to value engineering
- Improvements to any existing public right-of-ways or utilities that may be additional requirements by the city that have not been identified elsewhere in this scope and would not exclusively serve the development
- Variance or Special Use Permits for the development
- As-built surveys or construction staking
- Easement/Right of Way Plats and Legal Descriptions
- Revisions to the contract documents after approval by permitting authorities
- Revisions to the plans during construction due to unforeseen conditions
- Environmental assessment
- Revisions or updates to erosion, sediment, and pollution control plans during construction

PROJECT FEE:

Task I – Surveying Services	\$34,900.00
Task II – Design Development	\$19,800.00
Task III – 50% Construction Documents	\$25,750.00
Task IV – 100% Construction Documents	
Civil Engineering / E&S	\$28,500.00
Flood Study	\$12,200.00
Structural Engineering	\$30,750.00
Geotechnical Engineering	\$14,500.00
Task V – Permit Coordination	\$12,500.00
Task VI – Bid Assistance	\$5,200.00
Task VII – Contract Administration (<i>hourly not to exceed</i>)	\$5,200.00
Grand Total	\$189,300.00

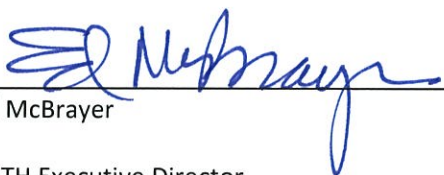
PATH Foundation shall receive the above project fee as compensation for the described responsibilities within this professional services agreement. Reimbursable expenses will be billed in addition to the project fee as incurred.

ACCEPTED:

The Client accepts the terms and conditions of this Professional Services Agreement.

PATH Foundation:

City of Newnan:


 Ed McBrayer

 Name

PATH Executive Director
 Title

 Title

4/15/19
 Date

 Date

TERMS AND CONDITIONS

PATH Foundation (PATH) shall perform the services outlined in this agreement for the stated fee arrangement.

1.0 Integration:

This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceability of such term(s) or provisions(s) tends to render the agreement commercially useless to either party, in which case the entire agreement shall become null and void.

2.0 Access to Site:

Unless otherwise stated, PATH will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently PATH is denied or delayed in performing our services, the associated cost may be viewed as an additional expense.

3.0 Billings/Payment:

Invoices for PATH services shall be submitted, at PATH's option, either upon completion of such services, on a project basis or on a monthly basis and are due when rendered. Client shall promptly review all invoices and provide any concerns in writing to PATH within seven (7) days of receipt.

4.0 Reimbursable Expenses:

Reimbursable expenses are in addition to the professional services and are expenses incurred as a necessary part of producing the work. These expenses include and shall not exceed \$5,000.00 within this contract:

- A. All printing, postage, shipping, and long distance phone charges necessary to perform the services listed herein.
- B. All travel cost (i.e., air fare, rental car, lodging, meals, etc.) necessary to perform the services listed herein.
- C. All expenses necessary to perform the Final Acceptance site observation listed herein.
- D. Automobile travel necessary to perform the work specified herein will be filled to OWNER at the established IRS allowances in effect at the time the mileage is incurred.
- E. Costs to complete electronic transfers of files will be billed on an hourly basis. This includes creating and e-mailing construction documents as PDF, TIFF, PLT, etc. to the Client or 3rd party, such as contractors or printing companies.

5.0 Additional Services:

Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, correction of discrepancies between copies of the Contract Documents and the electronic media after the 30-day acceptance period and other services that are not included under professional services. PATH will only perform additional services when authorized in writing by the Client or Client's representative. Hourly rates for this Agreement are as follows:

Project Manager	\$125.00/hour	Civil Engineer	\$130.00/hour
Professional Staff	\$105.00/hour	Structural Engineer	\$150.00/hour

6.0 Client Furnished Services:

Any services provided by the Client for PATH shall be deemed reliable and PATH shall be entitled to rely on the accuracy and completeness of any services and information furnished.

7.0 Indemnification:

To the extent permitted by law, each party shall indemnify and hold harmless the other party and all of its personnel from and against any claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the negligent performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the other party, anyone directly employed by the other party, or anyone for whose acts any of them may be liable.

8.0 Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and PATH, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, PATH's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any

cause or causes, shall not exceed total fee or \$50,000, whichever is less. Such causes include, but are not limited to, PATH negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

9.0 Standard of Care:

PATH shall perform Services for Client in a professional manner, using that degree of care and skill ordinarily expected of by and consistent with the standards of competent consultants practicing in the same or a similar locality as the Project.

10.0 Exchange of Electronic Media:

When exchange of data by electronic media is required by this agreement, the following shall apply:

10.1 Client to PATH

The Client shall deliver to PATH electronic files suitable for use in the format, specification, media and hardware platform (production system) stated in the agreement. PATH shall review the files and accept it within 5 days as being suitable for their use on the project. Within the acceptance period if the data is not determined suitable for use, PATH shall notify the Client in writing of the corrections required. The Client shall make the required corrections and return the files to PATH.

10.2 PATH to Client of Third Parties

PATH shall deliver to the Client contract document files for the production system stated in the agreement. These files are compatible only with the production system stated in the agreement and may not be compatible beyond the specified release of the above-stated production system. PATH agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed document will govern as the official delivered contract documents.

11.0 Termination of Services:

This agreement may be terminated by written notice by either the Client or PATH should the other fail to perform its obligations hereunder or for no cause. In the event of termination, the Client shall pay PATH for all services appropriately and completely rendered to the date of termination and all associated reasonable reimbursable expenses.

12.0 Ownership of Documents:

Unless otherwise agreed to in writing, all documents, including electronic media, produced by PATH under this agreement shall remain the property of PATH and may not be used by the Client for any reason without the written consent of PATH; such written consent not to be unreasonably withheld, conditioned or delayed. Any unauthorized use or distribution shall be a Client's and Recipient's sole risk and without liability to PATH. Client further agrees that documents produced by PATH pursuant to this agreement will not be used for any project not expressly provided for in this agreement without PATH's written approval; such written approval not to be unreasonably withheld, conditioned or delayed. Upon the expiration of the acceptance period for electronic media as stated below, the client will indemnify and save harmless PATH for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files, output generated from them, use beyond the specified release or reuse of files altered by Client or others.

13.0 Solicitation of Employees:

During the term of this Agreement, neither party will solicit, hire, or make an offer of employment to an employee of the other party without prior written consent of the other party.

14.0 Delays:

PATH is not responsible for delays caused by factors beyond PATH's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of PATH's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond PATH's reasonable control occur, the Client agrees PATH is not responsible for damages, nor shall PATH be deemed to be in default of this agreement.

15.0 Discovery of Unanticipated Hazardous Materials:

Hazardous materials may exist where there is no reason to believe they could or should be present. PATH and the Client agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services at the election of either party. PATH and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for PATH to take immediate measures to protect human health and safety, and/or the environment. PATH agrees to notify the Client as soon as practically possible should unanticipated

hazardous materials or suspected hazardous materials be encountered. The Client encourages PATH to take any and all prudent "first aid" measures that in PATH's professional opinion are justified to preserve and protect the health and safety of PATH's personnel and the public, and/or the environment, and the Client agrees to compensate PATH for reasonable additional expense of such work. The Client waives any claim against PATH, and agrees to indemnify, defend and hold PATH harmless from any claim or liability for injury or loss arising from PATH's encountering unanticipated hazardous materials. The Client also agrees to compensate PATH for any time reasonably spent and expenses incurred by PATH in defense of any such claim, with such compensation to be based upon PATH's prevailing fee schedule and expense reimbursement policy. The Client is fully responsible for and assumes all risks associated with such conditions which are properly disclosed and identified in a timely manner.

16.0 Site Operations:

PATH field personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that PATH may not identify all subsurface utility lines and man-made objects, and that the information upon which PATH relies may contain errors, may be incomplete, or insufficient. PATH is not responsible for any reasonably unforeseeable damage or loss due to undisclosed or unknown surface, subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost or demolition. Where the detailed investigation of such a condition is not authorized, PATH shall not be responsible for the condition of the existing structure and utilities. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

17.0 Construction Activities:

Unless specifically state otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

18.0 Governing Law:

Unless otherwise specified, this agreement shall be deemed to be executed in DeKalb County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in DeKalb County, Georgia.

19.0 Interpretation of Indemnification Provisions:

All of the Indemnification Provisions contained in the within Professional Services Agreement and under the Terms and Conditions will be subject to and interpreted under all existing Georgia State law.

20.0 Insurance:

Prior to beginning work, PATH shall obtain and furnish certificates to the City for the following minimum amounts of insurance:

- a) Workman's Compensation Insurance in accordance with the laws of the State of Georgia
- b) Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) for injuries, including those resulting in death to any person, and in an amount not less than One Million Dollars (\$1,000,000) on account of any one occurrence.
- c) Property Damage Insurance in an amount of not less than Fifty Thousand Dollars (\$50,000) from damages on account of any occurrence with an aggregate limit of One Hundred Thousand Dollars (\$100,000).
- d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by the Project.
- e) Professional Liability Insurance in an amount that correlates to the amount of this Agreement and nature of the Project.

By signing the attached proposal for professional services, the client agrees that they have fully read, understand and accept the Terms and Conditions as stated above.



City of Newnan, Georgia - Mayor and Council

Date: April 23, 2019

Agenda Item: Rezoning Request RZ2019-04, Walter Drake for 1.23 ± acres located off Ellis and Fair Streets (Tax Parcel #s N23 0001 005, N23 0001 004, N23 0002 003, N23 0002 005, N23 0005 004, N23 0005 003)

Prepared and Presented by: Tracy S. Dunnivant, Planning Director

Purpose: To inform the City Council that RZ2019-04 is before the Planning Commission for consideration and a recommendation on the requested zoning classification.

Background: Walter Drake has submitted an application for the rezoning of 1.23 ± acres located at 65, 66, 69, and 70 Fair Street and 5, 8 and 9 Ellis Street. The request is to rezone the properties from CHV (Heavy Commercial District) and CUN (Urban Neighborhood Commercial District) to RU-I (Urban Residential Dwelling District – Historical and Infill) for the purpose of eliminating an existing residential non-conforming use status for the houses and allowing the existing commercial building located at 9 Ellis Street to be used as a duplex with a special exception.

Current Zoning

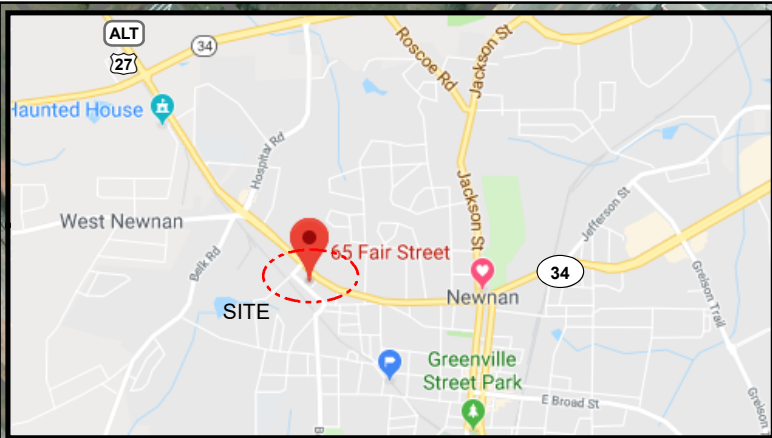
Tax Parcel #	Acres	Zoning	Units/Ac	Units
N23 0001 005	.32±	CHV	N/A	1 Residence and 1 Commercial
N23 0001 004	.16±	CHV	N/A	
N23 0002 003	.19±	CHV	N/A	1 Residence
N23 0002 005	.21±	CHV	N/A	1 Residence
N23 0005 004	.14±	CUN	N/A	1 Residence
N23 0005 003	.21±	CUN	N/A	1 Residence

Requested Zoning

Tax Parcel #	Acres	Zoning	Units/Ac	Units
N23 0001 004	.32±	RU-I	Varies	3
N23 0002 003	.16±	RU-I	Varies	1
N23 0002 005	.19±	RU-I	Varies	1
N23 0005 004	.21±	RU-I	Varies	1
N23 0005 003	.14±	RU-I	Varies	1
N23 0001 005	.21±	RU-I	Varies	1

Attachments: Application for Rezoning
 Location Map

Previous Discussions with Council: 9 Ellis/65 Fair Street (RZ2019-01) was previously submitted and withdrawn to expand the area of request.



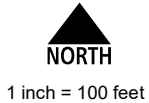
"The information on these maps were derived from digital databases from the City of Newnan GIS. Care was taken in the creation of these maps. No guarantee is given as to the accuracy or currency of any of the data. The City of Newnan shall not be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other action, arising out of or in connection with the use of the information herein provided. The data layers do not take place of a legal survey or any other primary source documentation. However, notification of any errors will be appreciated."



CITY OF NEWNAN | Project Location



CITY OF NEWNAN
 PLANNING DEPT.
 25 LAGRANGE STREET
 NEWNAN, GEORGIA 30263
www.ci.newnan.ga.us



LEGEND

- █ Project Location
- PARCELS
- - - CITY LIMITS

ADDRESS
 FAIR ST & ELLIS ST
 NEWNAN GA. 30263

W.H. DRAKE PROPERTIES LLC
8 Camilla Circle
Newnan GA 30263

March 25, 2019

City of Newnan
Attn: Tracy S. Dunnavant
Planning Director
25 LaGrange Street
Newnan GA 30263

RE: Rezoning (9 Ellis Street- 65 Fair Street)- 5 Ellis Street- 8 Ellis Street- 66 Fair Street-
69 Fair Street- 70 Fair Street

Dear Ms. Dunnavant:

I would like to have the properties listed above rezoned from CUN to ^{+CHV}RU-I. They are currently zoned for commercial use only. All the properties are currently grandfathered as residential homes, and the rezoning will allow them to become conforming uses.

Should you require any further information, please do not hesitate to contact me at 770.712.8881.

Sincerely,



Walter Drake



CITY OF NEWNAN, GEORGIA Planning & Zoning Department

25 LaGrange Street
Newnan, Georgia 30263
Office (770) 254-2354
Fax (770) 254-2361

APPLICATION TO AMEND ZONING MAP

Note to Applicant: Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline will not be accepted.

Name of Applicant WALTER DRAKE

Mailing Address 8 Camellia Circle Newnan 30263

Telephone 770-712-8881 Email: Walter.DRAKE@Covet Schools.net

Property Owner (Use back if multiple names) WALTER DRAKE

Mailing Address SAME

Telephone SAME

Address/Location of Property (9 Ellis St. - 65 Fair St) - 8 Ellis St. - 5 Ellis St. - 66 Fair St. - 69 Fair St.

Tax Parcel No.: N23 0001 005 - 65 Fair St N23 0002 005 - 66 Fair St 70 Fair St.

N23 0001 004 - 68 Fair St N23 0005 004 - 8 Fair St Land Lot

District/Section N23 0002 003 - 70 Fair St N23 0005 003 - 5 Ellis St. 1.23 Acres

Present Zoning Classification: CUN Proposed Zoning Classification: RU-1

Present Land Use: Residential

To the best of your ability, please answer the following questions regarding the application:

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable

9 Ellis is zoned Commercial and the house is grandfathered to residential but the extra building is not.

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made

I would like for 9 Ellis to be in conformity use as to all the other houses on the block to used for residential purpose

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions?

All the existing housing is grandfathered to residential but the building on 9 Ellis is not able to be used as a resident

Please attach all the following items to the completed application:

1. A letter of intent giving the details of the proposed use of the property which should include, at a minimum, the following information:
 - What the property is to be used for, if known.
 - The size of the parcel or tract.
 - The zoning classification requested and the existing classification at the filing of this application.
 - The number of units proposed.
 - For non-residential projects, provide the density of development in terms of floor area ratio (FAR).
 - Any proposed buffers and modification to existing buffers.
 - Availability of water and sewer facilities including existing distance to property.
2. Name and mailing addresses of all owners of all property within 250 feet of the subject property (available from the County Tax Assessor records). This is encouraged to be submitted in a mail merge Microsoft Word data file format.
3. Legal description of property. This description must establish a point of beginning; and from the point of beginning, give each dimension bounding the property that the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested. A copy of the deed may substitute for a separate description.
4. A certified plat (stamped and dated) drawn to scale by a registered engineer, architect, land planner, land surveyor, or landscape architect that shall include the following information:
 - ✓ Boundary survey showing property lines with lengths and bearings
 - ✓ Adjoining streets, existing and proposed, showing right-of-way
 - ✓ Locations of existing buildings dimensioned and to scale, paved areas, dedicated parking spaces, and other property improvements
 - ✓ North arrow and scale
 - ✓ Adjacent land ownership, zoning and current land use
 - ✓ Total and net acreage of property
 - ✓ Proposed building locations
 - ✓ Existing and proposed driveway(s)
 - ✓ Lakes, ponds, streams, and other watercourses
 - ✓ Floodplain, wetlands, and slopes equal to or greater than 20 percent
 - ✓ Cemeteries, burial grounds, and other historic or culturally significant features
 - ✓ Required and/or proposed setbacks and buffers
5. Submit one (1) copy in an 18" x 24" format and one copy in a pdf digital file format.
6. Completed Proffered Conditions form.
7. Completed Disclosure of Campaign Contributions and Gifts form.
8. If the applicant and the property owner are not the same, complete the Property Owner's Authorization form and/or the Authorization of Attorney form.
9. For multiple owners, a Property Owner's Authorization form shall be submitted for each owner.
10. A community impact study must be submitted if the development meets any of the following criteria:
 - Office proposals in excess of 200,000 gross square feet
 - Commercial proposals in excess of 250,000 gross square feet
 - Industrial proposals which would employ over 500 persons
 - Multi-Family proposals in excess of 150 units

- 11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.
- 12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:
 - Single-Family Application.....\$500.00/Plus \$15.00 Per Acre
 - Multi-Family Application.....\$500.00/Plus \$25.00 Per Acre
 - Office/Institutional Application.....\$500.00/Plus \$15.00 Per Acre
 - Commercial Application.....\$500.00/Plus \$25.00 Per Acre
 - Industrial Application.....\$500.00/Plus \$15.00 Per Acre
 - Mixed Use Application.....\$500.00/Plus Per Acre fee based upon proposed land use.
 - Planned Development Application.....\$500.00/Plus per Acre fee based upon proposed land use.
 - Overlay Zoning Application.....\$350.00

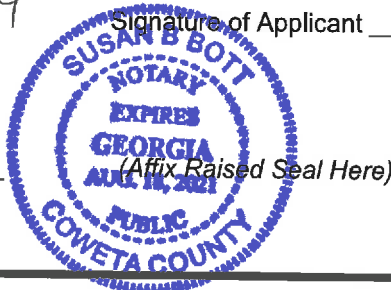
PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.

I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Sworn to and subscribed before me this 25th day of March, 2019

Signature of Applicant Walter Nham

Susan B. Bott
Notary Public



FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE: 03/25/19

RECEIVED BY: Tracy S. Dunnivant

DATE OF FILING: 03/25/19

FILING FEE RECEIVED: \$515

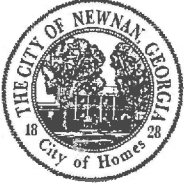
DATE OF NOTICE TO NEWSPAPER: 04/25/19

DATE OF PUBLIC HEARING: 05/14/19

PLANNING COMMISSION RECOMMENDATION (DATE): _____

DATE OF TRANSMITTAL TO CITY COUNCIL: _____

CITY COUNCIL DECISION (DATE): _____



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.
(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Signature of Notary Public

Date

(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on _____, 20__ for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

(9 Ellis St - 65 Fair St) 5 Ellis St - 8 Ellis St - 66 Fair St. -
69 Fair St - 70 Fair St

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

WALTER DRAKE

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
<u>No</u>	<u>No</u>	<u>No</u>

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

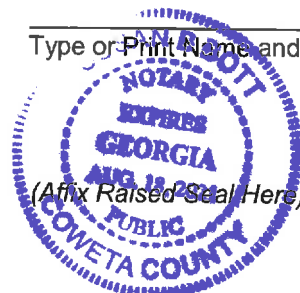

Signature of Applicant

WALTER DRAKE
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

 03-25-2019
Signature of Notary Public Date



¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment C
Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner _____

Telephone Number _____

Address of Subject Property _____

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

Signature of Property Owner

Personally appeared before me

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

Notary Public

(Affix Raised Seal Here)

Date



City of Newnan, Georgia
Attachment D
Attorney's Authorization

NOTE: *If an attorney-at-law has prepared this application, please fill out the information below:*

I swear as an attorney-at-law, I have been authorized by the owner(s) to file the attached application for a rezoning of property.

(Signature of Attorney)

Name of Attorney _____

Address _____

Telephone _____

Date _____



City of Newnan, Georgia
Attachment E
Rezoning Checklist

The following is a checklist of information required for the submittal of a rezoning application. The Planning & Zoning Department will not accept an incomplete application.

- Completed application form
- Letter of intent
- Names and addresses of all owners of all property within 250 feet of the subject property
- Legal description of property
- Certified plat
- N/A Completed Attachment A – Proffered Conditions (if applicable)
- Completed Attachment B – Disclosure of Campaign Contributions & Gifts (if applicable)
- Completed Attachment C – Property Owner’s Authorization (if applicable)
- N/A Completed Attachment D – Attorney’s Authorization (if applicable)
- N/A Community Impact Study (if applicable)
- Filing Fee in the form of a check payable to the **City of Newnan**

Note: Please attach this form to the filing application.

DOCH 004406
FILED IN OFFICE
3/16/2018 10:35 AM
BK:4675 PG:743-744
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$165.00

AFTER RECORDING RETURN TO:
WALTER W. ARNALL, LLC
75 JACKSON STREET
BUILDING 500
NEWNAN, GA 30263
FILE #180227

STATE OF GEORGIA
COUNTY OF COWETA

PT-61 038-2018-001178

EXECUTORS DEED

This indenture made and entered into this 8th day of March 2018, between **CHARLES ELLIOTT KELLEY, JR.**, the duly constituted and appointed Executor of the estate of **EMILY MARIE KELLEY A/K/A MARIE KELLEY**, deceased, late of said Coweta County, Georgia, of the first part, and **W.H. DRAKE PROPERTIES, LLC, A Georgia Limited Liability Company**, of the second part.

Now, therefore, in consideration of the premises, and in the further consideration of the sum of one dollar (\$1.00) purchase money in hand paid at and before the sealing and delivery of these presents receipt whereof is hereby acknowledged, the said party of the first part has sold, bargained, and conveyed, and by these presents does sell, bargain and convey, unto the said **W.H. DRAKE PROPERTIES, LLC, a Georgia Limited Liability Company**, its heirs and assigns:

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 38 OF THE FIFTH LAND DISTRICT AND BEING IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA AND BEING KNOWN AS 6 ELLIS STREET ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES NOW IN EFFECT IN SAID CITY AND BEING MORE PARTICULARLY IDENTIFIED AND DESCRIBED ACCORDING TO PLAT OF SURVEY FOR ELLIOTT KELLEY, SR., AND MARIE KELLEY DATED NOVEMBER 26, 1990 MADE BY JOHN R. CHRISTOPHER, REGISTERED LAND SURVEYOR, AS RECORDED IN PLAT BOOK 49, PAGE 302, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF COWETA COUNTY, GEORGIA TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR AND ACCURATE DESCRIPTION OF THE PROPERTY CONVEYED HEREIN.
PROPERTY KNOWN AS 5 ELLIS STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE 5TH LAND DISTRICT, COWETA COUNTY, GEORGIA, AND FACING WESTERLY ON ELLIS STREET IN THE CITY OF NEWNAN, AND BEING PARTS OF LOTS NUMBER 11 AND 12 OF BLOCK "D" OF THE COWETA FAIR ASSN. SUBDIVISION ACCORDING TO PLAT OF RECORD IN CLERK'S OFFICE, COWETA SUPERIOR COURT IN DEED BOOK 33, AT PAGES 592 AND 593 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF ELLIS STREET, SAID POINT BEING 50 FEET NORTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF ELLIS STREET WITH FAIR STREET AND FROM SAID POINT RUN IN AN EASTERLY DIRECTION PARALLEL WITH FAIR STREET 100 FEET, MORE OR LESS, TO THE WEST LINE OF LOT NO. 10, IN BLOCK "D", RUN THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT NO. 10, 50 FEET; THENCE IN A WESTERLY DIRECTION PARALLEL WITH FAIR STREET 100 FEET, MORE OR LESS, TO ELLIS STREET; THENCE IN A SOUTHERLY DIRECTION 50 FEET TO A POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY BEING A PORTION OF THE LAND DEED TO D.W. BOONE, SR., BY H.B. WALKER, AS DESCRIBED ON A DEED OF RECORD IN DEED BOOK 52, PAGE 238, IN THE CLERK'S OFFICE OF COWETA SUPERIOR COURT, REFERENCE TO WHICH IS MADE AND BEING THAT TRACT OF LAND ON WHICH IS LOCATED A 4 ROOM DWELLING HOUSE WHICH WAS CONSTRUCTED IN MAY OR JUNE OF 1948 AND IDENTIFIED AS NO. 8 ELLIS STREET IN THE CITY OF NEWNAN, GEORGIA.
PROPERTY KNOWN AS 8 ELLIS STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE FIFTH LAND DISTRICT OF COWETA COUNTY, GEORGIA, AND FULLY DESCRIBED AS FOLLOWS: LOT NOS. 1 AND 2 OF BLOCK "C" OF THE COWETA FAIR SUBDIVISION AS IS SHOWN IN PLAT OF RECORD IN DEED BOOK 33, PAGE 593, CLERK'S OFFICE, COWETA SUPERIOR COURT, REFERENCE TO WHICH IS HAD. SAID TRACT OF LAND IS BOUND AS FOLLOWS: SOUTH BY FAIR STREET, ON THE EAST BY ELLIS STREET ON THE WEST BY LOT NO. 3 IN BLOCK "C" ACCORDING TO PLAT, ON THE NORTH BY LOT NOS. 1 AND 2 OF BLOCK "B" OF SAID PLAT. THE TWO TRACTS HEREIN CONVEYED ARE ADJACENT AND FORM A TRACT OF LAND FRONTING FAIR STREET ONE HUNDRED TEN (110) FEET AND RUNNING BACK NORTH EQUAL WIDTH ONE HUNDRED TWENTY-FIVE (125) FEET.
PROPERTY KNOWN AS 65 FAIR STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN COWETA COUNTY, GEORGIA, AND BEING LOT NO. 11, BLOCK F OF THE COWETA FAIR SUBDIVISION PLAT AS RECORDED IN DEED BOOK 33, PAGE 593. SAID LOT FRONTS 55 FEET ON FAIR STREET AND EXTENDS BACK TO THE RIGHT OF WAY OF THE CENTRAL OF GEORGIA RAILWAY. REFERENCE IS MADE TO SAID PLAT FOR A MORE COMPLETE DESCRIPTION OF THE METES, COURSES AND DISTANCES OF SAID LOT.
PROPERTY KNOWN AS 66 FAIR STREET, NEWNAN, GEORGIA

218

ALSO CONVEYED:

ALL THAT TRACT OR PARCEL OF LAND SITUATED LYING AND BEING IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA AND BEING LOT 3, BLOCK "C" OF THE COWETA FAIR SUBDIVISION, AS SHOWN BY PLAT OF SURVEY MADE BY T.Y. MATTOX IN MAY, 1936, AND RECORDED IN DEED BOOK 33, PAGE 592, IN THE OFFICE OF CLERK OF THE SUPERIOR COURT OF COWETA COUNTY, GEORGIA TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE ACCURATE DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. BEGINNING AT A POINT ON THE NORTHERLY SIDE OF FAIR STREET 110 FEET NORTHWESTERLY FROM THE INTERSECTION MADE BY THE NORTHERLY SIDE OF FAIR STREET WITH THE WESTERLY SIDE OF ELLIS STREET AND RUNNING THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWESTERLY LINE OF LOT 2, BLOCK "C", OF SAID SUBDIVISION ONE HUNDRED TWENTY-FIVE (125) FEET; THENCE IN A NORTHWESTERLY DIRECTION FIFTY-FIVE (55) FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK "C", IN SAID SUBDIVISION; THENCE IN A SOUTHWESTERLY DIRECTION ONE HUNDRED TWENTY-FIVE (125) FEET TO THE NORTH SIDE OF FAIR STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERLY SIDE OF FAIR STREET FIFTY-FIVE (55) FEET TO THE BEGINNING POINT. PROPERTY KNOWN AS 69 FAIR STREET, NEWNAN, GEORGIA

together with all the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, to have and to hold the same to the said W.H. DRAKE PROPERTIES, LLC its heirs and assigns, in as full and ample a manner as the same was possessed or enjoyed by the said EMILY MARIE KELLEY A/K/A MARIE KELLEY, deceased, in her lifetime.

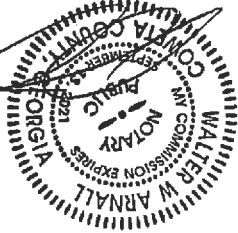
The undersigned hereby certifies that the debts of the estate are paid in full.

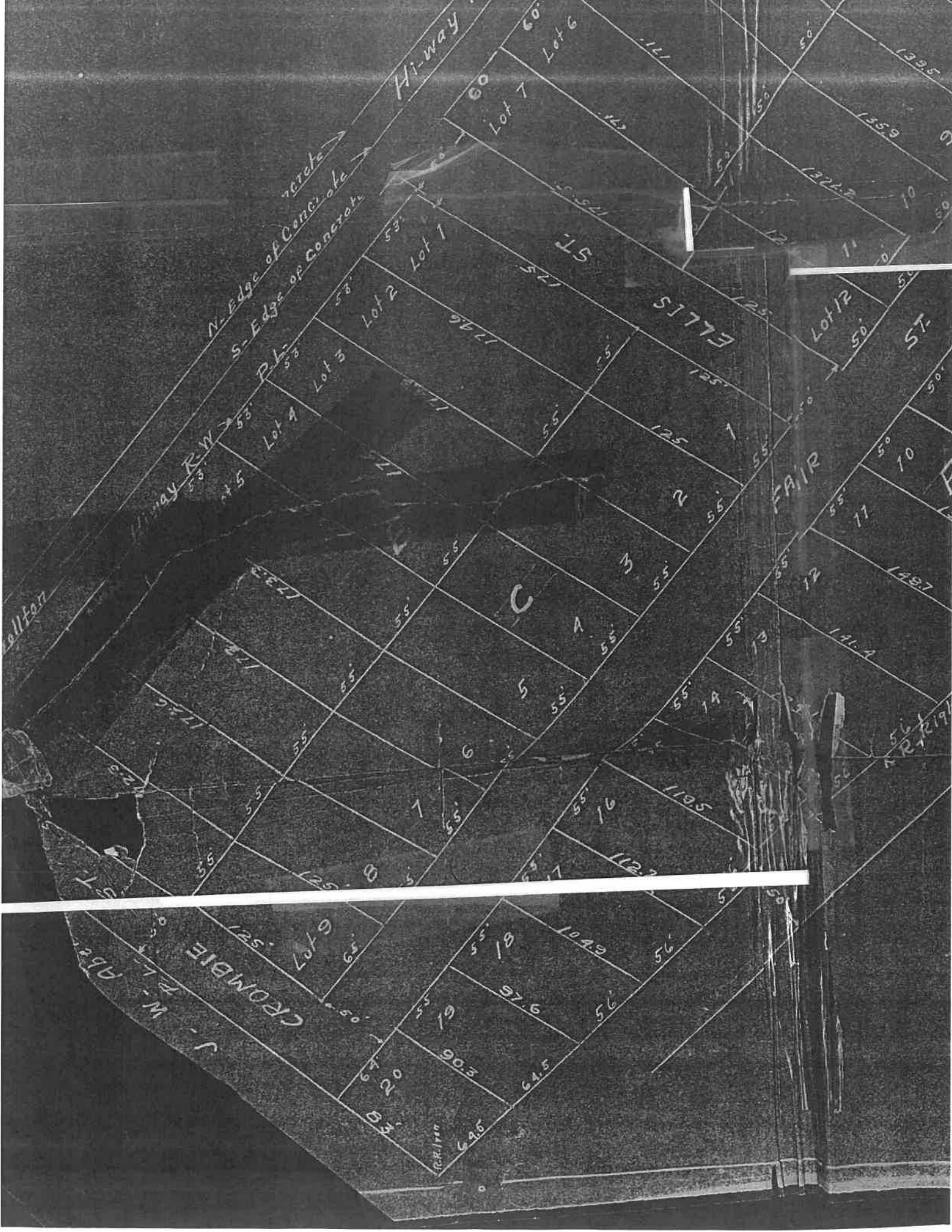
IN WITNESS WHEREOF, the said party of the first part has hereunto sets their hand and affixes their seal, the day and year first above written.

Signed, sealed and delivered in the presence of this: 8th day of March, 2018

Charles Elliott Kelley, Jr.
CHARLES ELLIOTT KELLEY, JR.
AS EXECUTOR OF THE ESTATE OF EMILY MARIE KELLEY A/K/A MARIE KELLEY

[Signature]
Witness

[Signature]
Notary Public




Hi-way R.W.

N. Edge of Concrete
S. Edge of Concrete

Hi-way R.W.

P.L.

Lot 1

Lot 2

Lot 3

Lot 4

Lot 6

Lot 7

Lot 12

ELLIS ST

ELLIS ST

FAIR ST

FAIR ST

C

A

B

5

6

7

8

9

10

11

12

CROMBIE ST

J. W. ABRAHAM

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DOC# 005902
FILED IN OFFICE
4/6/2018 01:53 PM
BK:4686 PG:226-226
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$18.50 ✓

PT-61 038-2018-001753

Return to:
Walter W. Arnall, LLC
75 Jackson Street
Building 500
Newnan, GA 30263
FILE #180336

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COWETA

THIS INDENTURE, Made this 4TH day of April, 2018 between CHARLES ELLIOTT KELLEY, JR., of the first part, and WH DRAKE PROPERTIES, LLC, A Georgia Limited Liability Company, of the State of Georgia and of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10,00) Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, the following property to-wit:

ALL THAT TRACT OR PARCEL OF LAND LOCATED ON THE SOUTHERLY SIDE OF FAIR STREET IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA FURTHER IDENTIFIED AS LOT NO. 13, OF BLOCK "F" OF THE COWETA FAIR SUBDIVISION, ACCORDING TO A PLAT RECORDED IN DEED BOOK 33, PAGE 593, COWETA COUNTY RECORDS, REFERENCE TO WHICH PLAT IS HEREBY HAD AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTHERLY SIDE OF FAIR STREET, WHICH POINT IS 110 FEET FROM THE SOUTHWEST INTERSECTION OF FAIR STREET AND ELLIS STREET, AS MEASURED ALONG THE SOUTHERLY SIDE OF FAIR STREET AND RUN THENCE ALONG THE SOUTHERLY SIDE OF FAIR STREET, NORTH 49 DEGREES 55 FEET; THENCE SOUTH 34 DEGREES 30 MINUTES WEST 134.1 FEET; THENCE SOUTHEASTERLY 56 FEET; THENCE NORTH 34 DEGREES 30 MINUTES WEST 141.5 FEET TO BEGINNING POINT.

PROPERTY KNOWN AS 70 FAIR STREET, NEWNAN, GA 30263

SUBJECT TO ALL RESTRICTIONS AND EASEMENTS OF RECORD.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the first part warrants the title to same against the lawful claims of all persons claiming by, through or under grantor, but not otherwise,

Whenever there is a reference to said party of first part and said party of the second part, the singular includes plural and the masculine include the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year above written. Signed, sealed and delivered in presence of:

[Signature]
WITNESS

Charles Elliott Kelley, Jr.
CHARLES ELLIOTT KELLEY, JR.

Sworn to and subscribed
before me this 4th day of
April, 2018

[Signature]
Notary Public



Y1000

ELLIS STREET

FILED IN OFFICE
CLERK SUPERIOR COURT
90 NOV 30 AM 10: 38
COWETA COUNTY, GA
DEBORAH GLOVER, CLERK

PLAT BOOK 49 PG. 302

NOTE THIS BEING A PORTION OF LOTS 6 & 7 BLOCK "A", LOTS 11 & 12 BLOCK "D" OF
COWETA FAIR ASSN. S/D (D.B. 33/593)

IN MY OPINION, THIS IS A TRUE
AND CORRECT REPRESENTATION
OF THE PLATTED PROPERTY AND
HAS BEEN PREPARED IN CON-
FORMITY WITH THE STANDARDS
AND REQUIREMENTS OF LAW



I HAVE THIS DAY EXAMINED THE
FIA OFFICIAL FLOOD HAZARD MAP
AND FOUND THAT THIS PROPERTY
~~IS~~ NOT LOCATED IN AN AREA
DESIGNATED AS A SPECIAL FLOOD
HAZARD AREA.

SURVEY FOR		
ELLIOTT KELLEY SR. & MARIE KELLEY		
SCALE: 1"=20'	APPROVED BY:	DRAWN BY TOMMY
DATE: 11/26/90		REVISED
LAND LOT 38 LAND DIST. 5 COWETA COUNTY, GEORGIA CITY OF NEWNAN		
SURVEY BY <i>John R. Christopher</i>		DRAWING NUMBER 79140

206



City of Newnan, Georgia
Planning & Zoning Department

MEMORANDUM

To: Cleatus Phillips, City Manager
From: Tracy S. Dunnivant, Planning Director
Re: Possible 2020 CDBG Application
Date: April 23, 2019

At your request, Staff has looked into the possibility of applying for a Community Development Block Grant (CDBG) for 2020. The proposed application would request funding for improvements within the Chalk Level area. As a multi-activity project, the maximum request would be \$1,000,000. A single- activity project, such as housing, has a maximum request of \$750,000. All funds would need to be spent within a 24 month period from the date of award. Cash match requirements are as follows: No match for amounts requested up to \$300,000 in CDBG funds; 5% for amounts requested between \$300,001 and \$750,000 in CDBG funds; and 10% for amounts requested between \$750,001 and \$1,000,000.

If the City decides to move forward with the CDBG application, there are several actions that must be taken for the application to be competitive. First, the City would need to update its Service Delivery Strategy (SDS) to show "housing" as a service. The City's current SDS does not have "housing" listed, so an update will be required in order for the application to be considered. Since the SDS is a multi-jurisdictional document, any revisions must be adopted by all jurisdictions within Coweta County and approved by the Department of Community Affairs.

In addition to listing "housing" as a service in the SDS, there was some discussion as to whether "grants" need to be listed as a funding source. Staff would recommend that if the City does pursue updating the SDS, "grants" should be added as a funding source under all pertinent categories (transportation, public works, water/sewer, etc.). This would prevent the need for future revisions to the SDS if this becomes a requirement for other State funding sources in the future.

Staff would also recommend developing a Revitalization Area Strategy (RAS). Although it is not required, an applicant can receive up to 20 extra points for having an RAS in place. The City already meets most of the requirements, so it should not be difficult to put together an application. In addition, communities with an RAS are allowed to submit for CDBG grants annually, even if they received a CDBG award in the previous year.

DCA is also requiring the local government to go through the procurement process for grant writing/administration as well as engineering/architectural services (preliminary reports, designs, etc) prior to submitting an application. If the City does decide to pursue a CDBG grant, Staff should begin the request for proposal process as soon as possible. There are a limited number of

consultants that specialize in CDBG grants and they seem to have a set number of clients that they work with each year.

In addition to the items listed above, the new requirements are heavily documentation centric. This means more maps, more attachments, and greater detail. They want to be certain that what the City is proposing is feasible and can be completed within the 2 year time frame. This extra documentation would be in addition to the required income survey to determine the percentage of low and moderate income residents benefitted by the project.

Having assessed all of the changes, the pertinent deadlines, and the lack of available consultants, Staff would suggest that if the Council would like to pursue a CDBG grant for 2020, the City begin taking the necessary steps to submit an application as soon as possible. At a minimum, some of the steps that must be taken to develop a competitive application will include the following:

- 1) Determine project type (multi vs single activity) and target area with greatest need
- 2) Solicit Grant Writer/Administrator and Engineering Firms
- 3) Work with the County and its jurisdictions on an SDS update
- 4) Complete RAS application and apply for designation
- 5) Work with the consultant on application development including an income survey
- 6) Hold required public hearing
- 7) Submit final CDBG application by April 1, 2020

If you have questions regarding this report or the CDBG process itself, please feel free to contact me.



City of Newnan, Georgia
Planning & Zoning Department

M E M O R A N D U M

To: Cleatus Phillips, City Manager
From: Tracy S. Dunnivant, Planning Director
Re: Council Initiated Rezoning
Date: April 23, 2019

At the March 26th City Council retreat, Staff was asked to look into possibly rezoning certain city owned lots that are currently zoned RU-7. The Council would like to allow smaller homes to be placed on these lots, since RU-7 has a 1,600 square foot minimum for principal living space. The suggested zoning was RU-I, which allows house size to be determined by either the average of the houses on the two adjacent lots or the average house size for the entire block.

In looking at the specific lots identified in the breakout sessions, Staff has some concerns which should be brought to Council's attention prior to advertising the rezoning. Staff's concerns are as follows:

- 1) Staff determined that some of the houses adjacent to the subject tracts were actually larger than the 1,600 square feet required by RU-7. By changing the zoning to RU-I, the owner would have to construct a house that would actually be larger than required in their current zoning designation.
- 2) For many of the tracts, the average block or adjacent house size is smaller than the 1,600 square feet requirement; however, in some cases an even smaller home would actually fit in with the majority of houses on the street. By using the administrative variance process in lieu of rezoning, Staff will have the ability to assess the lots on a case by case basis and reduce the house size to no less than 1,200 square feet if appropriate.
- 3) The Melson Street tract is currently zoned CUN. The other properties on the block also have this designation and appear to be grandfathered single-family homes. Staff would like to look at possibly rezoning these lots as well to avoid a spot zoning and to address the non-conformity. If Council is agreeable, Staff would use the notification process followed during the 2017 comprehensive zoning map adoption to ascertain owner interest.

In addition to the Melson Street tracts, Staff has been working with an individual whose property was inadvertently rezoned from residential to commercial during the 2000 comprehensive zoning ordinance rewrite and zoning map adoption. Staff would like to include this tract, if the property owner is agreeable, in order to remove the non-conforming status of the existing home.

In summary, Staff is suggesting that the administrative variance be used in lieu of initiating rezoning for the majority of the city owned lots to provide more flexibility through a case by case assessment. For the CUN zoned lots, Staff would recommend looking at rezoning the block as a whole and following the same notification process as was undertaken during the 2017 comprehensive zoning map amendment. Staff would also recommend adding the tract zoned commercial through a mapping error to the list of lots Council will be rezoning in order to alleviate the non-conforming status for the existing home.

If you have questions regarding this report, please feel free to contact me.



City of Newnan, Georgia – Mayor and Council

Date: April 23, 2019

Agenda Item: Land Dedication Request-Newnan Crossing East Development

Presented by: Tracy Dunnavant, Planning & Zoning Director

Submitted by: Dean Smith, Planner

Purpose:

To consider the acceptance of 9.66 acres from REO Funding Solutions III, LLC for future use as a City Park.

Background:

In 2017, David Edwards, on behalf of REO Funding Solutions III, LLC, received approval from City Council to rezone several pieces of property located south of Diplomat Parkway, west of Newnan Crossing Boulevard East and east of Interstate I-85 (Ordinance #2017-03, approved on March 14, 2017). As a condition of rezoning, REO Funding Solutions III, LLC agreed to dedicate land to the City for use as a community park. The property in question consists of 9.66 acres abutting Diplomat Parkway and Interstate I-85.(see exhibit attached).

The City and REO Funding Solutions III, LLC are ready to execute the necessary documents to acquire the property upon Council's directive to accept the aforementioned 9.66 acre tract.

A Phase 1 Environmental study has been performed and no issues have been reported. Stormwater detention ponds have been excised from the land dedication as the responsibility for the pond maintenance will remain with the developer and not the City.

Options:

1. Accept the proposed land donation.
2. Do not accept the proposed land donation.
3. Other direction from Council.

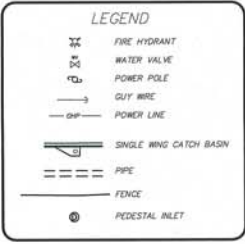
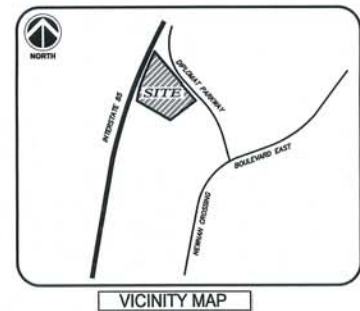
Recommendation:

Option 1.

Attachments:

Survey, rezoning exhibit, Certificate of Title, and Legal Description

TRAVERSE CLOSURE - OPEN TRAVERSE
 TOTAL ANGULAR ERROR - N/A
 ADJUSTMENT - NO ADJUSTMENT
 EQUIPMENT - TOPCON 303 TOTAL STATION
 PLAT CLOSURE - 1:267,218



L=544.09'
 CHD=543.87'
 BRG=N 22°12'37" E
 R=5579.58'

INTERSTATE 85
 R/W VARIES

PROPOSED
 PARK AREA

DIPLOMAT PARKWAY - R/W VARIES



APPROX. LAND LOT LINE

Concrete
 R/W Marker

APPROXIMATE LOCATION OF
 VARIABLE WIDTH SANITARY
 SEWER FORCE MAIN EASEMENT
 DB. 1314, PG. 623
 DB. 1314, PG. 632

LANDSCAPE EASEMENT 15'
 FROM AND PARALLEL TO R/W
 PB. 89, PG. 33

UTILITY EASEMENT 5'
 FROM AND PARALLEL TO R/W
 PB. 89, PG. 33

APPROXIMATE 30'
 DRAINAGE EASEMENT
 PB. 88, PG. 34

60" RCP
 INV. 882.5'

60" RCP
 INV. 878.6'

747.6' TO
 NEWMAN CROSSING
 BOULEVARD EAST
 120' R/W

Now or Formerly
 DIPLOMAT ONH
 HOTELS, LLC
 DB. 3271, PG. 42-43

TOTAL AREA
9.665 ACRES
 (420,996 sq. ft.)

CURRENT OWNER OF RECORD:
 REO FUNDING SOLUTIONS III, LLC
 PIN# 098 5052 001
 DB. 3880, PG. 726

THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THEREFORE ALL MATTERS OF TITLE ARE EXCEPTED. THERE MAYBE OTHER EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, ZONING REQUIREMENTS, AGREEMENTS, RESERVATIONS, RESTRICTIONS, OWNERSHIP ISSUES, OR SIMILAR MATTERS OF PUBLIC RECORD NOT DEPICTED HEREON.

INFORMATION REGARDING THE PRESENCE, LOCATION, AND SIZE OF UNDERGROUND UTILITIES AS SHOWN ON THIS SURVEY IS BASED ON THE ABOVE GROUND APPURTENANCES. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES HEREON. THERE MAY BE OTHER UTILITIES LOCATED ON THIS PROPERTY WHICH ARE NOT SHOWN ON THIS SURVEY. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE NOTIFIED PRIOR TO THE COMMENCEMENT OF ANY LAND DISTURBANCE ACTIVITY OF ANY NATURE.

THIS PROPERTY IS NOT LOCATED WITHIN A FEMA 100 YEAR FLOOD ZONE ACCORDING TO FEMA FIRM PANEL # 13077C0144D DATED: FEBRUARY 6, 2013.

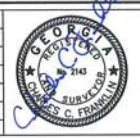
This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-57.

THIS DRAWING AND ANY COPIES THEREOF ARE THE PROPERTY OF CENTERLINE SURVEYING SYSTEMS, INC. AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART, OR OTHERWISE USED WITHOUT PERMISSION FROM CENTERLINE SURVEYING SYSTEMS, INC. NO WARRANTY, EXPRESSED OR IMPLIED, IS EXTENDED TO ANY UNPAID THIRD PARTY.

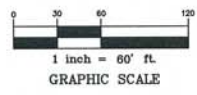
DATE OF PLAT: October 16, 2018

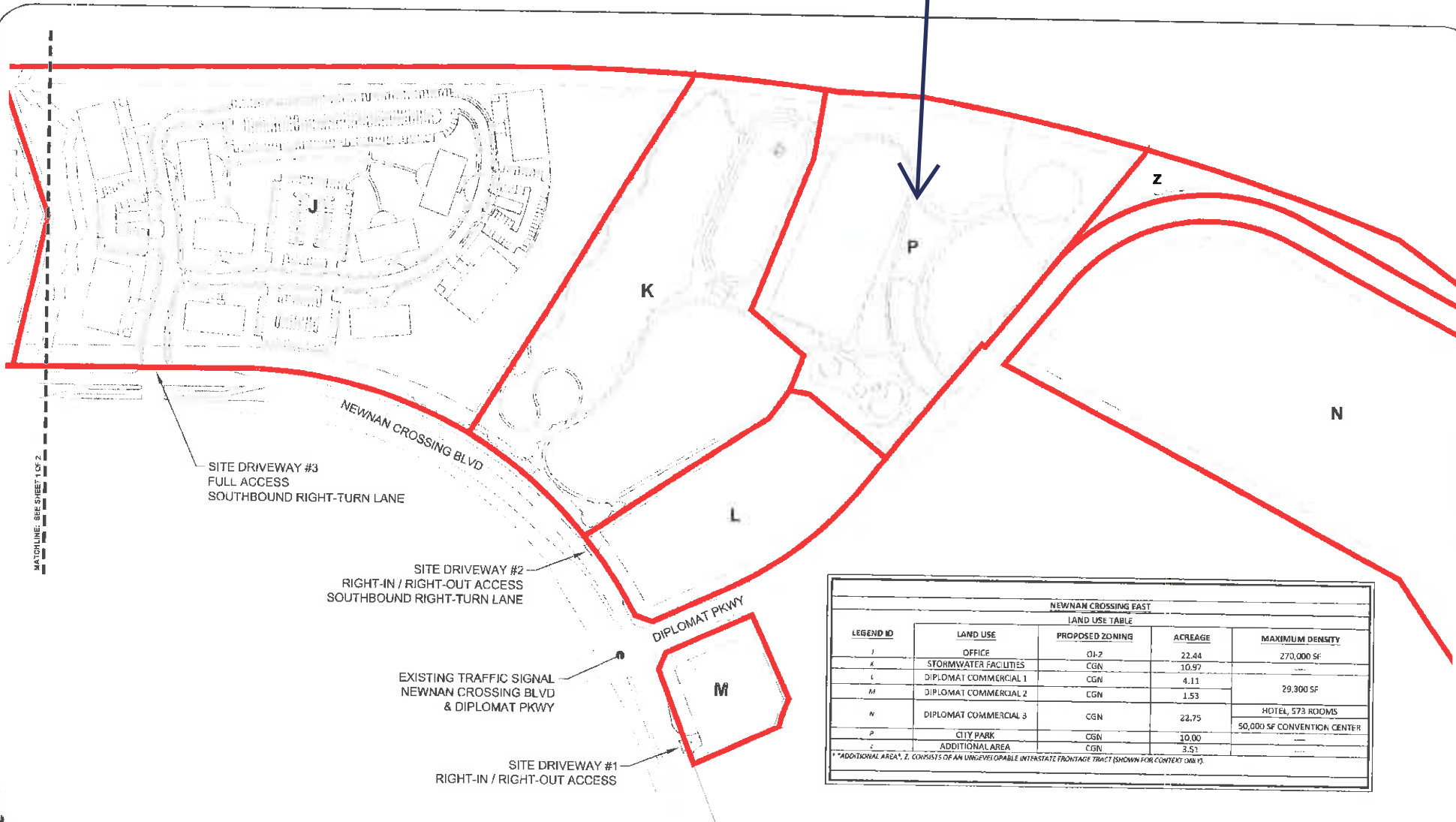
SURVEY FOR:
CITY OF NEWMAN
 LOCATED IN LAND LOTS 44 AND 53
 5TH DISTRICT
 IN THE CITY OF NEWMAN
 COWETA COUNTY, GEORGIA

No.	REVISIONS	Date
1	Re-label IPP's & R/W Marker	10-21-18
2	REVISED CURVE DATA	11-27-18



centerline
 Surveying and Land Planning, Inc.
 1301 SHILOH ROAD, SUITE 1210, KENNESAW, GA. 30144
 PHONE: (770) 424-0028 FAX: (770) 424-2399

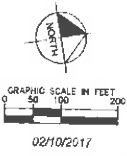




NEWMAN CROSSING EAST				
LAND USE TABLE				
LEGEND ID	LAND USE	PROPOSED ZONING	ACREAGE	MAXIMUM DENSITY
J	OFFICE	OU-2	22.44	270,000 SF
K	STORMWATER FACILITIES	CGN	10.97	---
L	DIPLOMAT COMMERCIAL 1	CGN	4.11	---
M	DIPLOMAT COMMERCIAL 2	CGN	1.53	29,300 SF
N	DIPLOMAT COMMERCIAL 3	CGN	23.75	HOTEL, 573 ROOMS 50,000 SF CONVENTION CENTER
P	CITY PARK	CGN	10.00	---
Z	ADDITIONAL AREA	CGN	3.51	---

** ADDITIONAL AREA, Z, CONSISTS OF AN UNDEVELOPABLE INTERSTATE FRONTAGE TRACT (SHOWN FOR CONTEXT ONLY).

LAND USE EXHIBIT (2 OF 2)
NEWMAN CROSSING EAST
(ALTERNATE 1)



02/10/2017
 Page 16 of 17



THIS DOCUMENT, TOGETHER WITH THE CONCEPT AND DESIGN DRAWINGS, IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. © 2017 KIMLEY-HORN AND ASSOCIATES, INC.

CALLOWAY TITLE AND ESCROW, LLC

4170 ASHFORD-DUNWOODY ROAD

SUITE 525

ATLANTA, GEORGIA 30319

TELEPHONE: (770) 698-7960

TELECOPIER: (770) 698-7999

November 26, 2018

CERTIFICATE OF TITLE

<p>PREPARED FOR AND LIMITED TO THE USE OF:</p> <p>City of Newnan Attention: Tracy S. Dunnavant c/o Debbie R. Whitley, Esquire Ganek PC 4170 Ashford Dunwoody Road Suite 525 Atlanta, Georgia 30319</p>	<p> RE: Land Lots 20, 21, et al; 5th District Coweta County, Georgia REO Funding Solutions III, LLC CT#2-28828/8260.328</p>
--	---

NOTE: All others who rely hereon do so at their own risk.

This is to certify that we have carefully examined the title to the real property being **cross-hatched** as more particularly depicted on **EXHIBIT "A"**, attached hereto and by reference made a part hereof, as officially and correctly indexed in the public records of the county in which said property lies, and that good merchantable title in **FEE SIMPLE** is vested in **REO FUNDING SOLUTIONS III, LLC, A GEORGIA LIMITED LIABILITY COMPANY** by virtue of that certain Limited Warranty Deed from State Bank and Trust Company, a Georgia banking corporation to REO Funding Solutions III, LLC, a Georgia limited liability company, dated as of December 10, 2012, filed for record December 11, 2012 at 2:23 p.m., recorded in Deed Book [3880, Page 726](#), Records of Coweta County, Georgia; as affected by that certain Scrivener's Affidavit by S. Marcus Calloway, dated January 7, 2013, filed for record January 9, 2013 at 10:18 a.m., recorded in Deed Book [3892, Page 652](#), aforesaid Records.

Subject to those objections and exceptions set out in **EXHIBIT B** attached hereto and by reference made a part hereof and the following:

- (a) All matters of record subsequent to the date of this Certificate.
- (b) Matters affecting the title which are not of record, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner.
- (c) Such state of facts as would be disclosed by a current, accurate survey and careful visual inspection of the property.
- (d) Encroachments, except such as in our opinion do not materially affect the value of the property.
- (e) Title to that portion of the premises within the bounds of any public road.
- (f) The riparian rights of abutting owners on any stream running through the premises.
- (g) Rights or claims of parties in possession.
- (h) Any violation of all zoning laws, ordinances or regulations, municipal or county, and all Governmental regulations of the use and occupancy of premises described, including the regulations or condemnation of the land or any building or structure thereon.
- (i) Taxes not due and payable at the date of this Certificate, and taxes coming due and payable for all future times.
- (j) Unrecorded claims of liens for labor or material furnished for the improvements of said property.
- (k) Street improvement liens which have not been properly placed of record.
- (l) Past due utility bills, including but not limited to, water, sewerage, gas, sanitation or electricity, non-payment of which may deter the municipal authority or utility company from transferring meters or service until the bills have been paid.
- (m) Pay-as-you-enter water or sewer lines, which, while not technically liens, will be payable upon connection with such lines.
- (n) All governmental liens for the clean ups of toxic waste which are not filed in the public records of the county in which said property lies.

Certificate of Title
CT#2-28828/8260.328
November 26, 2018
Page 2

The effective date of this Certificate of Title is November 7, 2018 at 5:00 p.m.

CALLOWAY TITLE AND ESCROW, LLC



S. Marcus Calloway

G:\GA\ORDERS\28\2-28828\28828CRT1.DOCX

EXHIBIT "B"

1. All taxes for the year 2018 and subsequent years.

NOTE: State, County and City of Newnan [taxes](#) for the year 2018 are open in the amount of \$19,899.59, plus penalty and interest, if any, under Map Reference No. 086 5044 004 (Past due December 3, 2018).

There were no back taxes due.

NOTE: Subject property is a portion of Map Reference No. 086 5021 005.

2. No certification is made as to the exact amount of acreage contained in the property described herein.
3. Limitation of access and drainage rights (I-85) as contained in that certain Right of Way Deed (Limited Access) from Catherine Farmer and Millard Farmer to the State Highway Department of Georgia, dated August 25, 1966, filed for record September 1, 1966 at 9:00 a.m., recorded in Deed Book [133, Page 168](#), Records of Coweta County, Georgia. **(Affects Parcels A, B, C, F, G and H)**
4. Limitation of access and drainage rights (I-85) as contained in that certain Right of Way Deed (Limited Access) from Robert Burch Robinson to the State Highway Department of Georgia, dated September 20, 1967, filed for record October 5, 1967 at 9:00 a.m., recorded in Deed Book [144, Page 299](#), aforesaid Records.
5. Reservations as contained in that certain Warranty Deed from Mrs. Catherine M. Farmer, Individually and as Executrix under the Last Will and Testament of Millard C. Farmer, deceased to Millard C. Farmer, Jr. Catherine F. Bozeman and Elizabeth F. Crain, dated October 1, 1971, filed for record October 5, 1971 at 9:00 a.m., recorded in Deed Book [200, Page 400](#), aforesaid Records. **(Affects Parcels A, B, C, F, G and H)**
6. Easement from Newnan Crossing Partnership, a Georgia general partnership to City of Newnan, a municipal corporation, dated June 15, 1995, filed for record July 27, 1995 at 12:29 p.m., recorded in Deed Book [949, Page 23](#), aforesaid Records. **(Affects Parcels A, B, C, F, G and H)**
7. Easement from Newnan Crossing Partnership, a Georgia general partnership to Newnan Water Sewage and Light Commission and/or the City of Newnan, a municipality, dated July 20, 1998, filed for record November 4, 1998 at 1:02 p.m., recorded in Deed Book [1314, Page 623](#), aforesaid Records. **(Affects Parcels A, B, C, F, G and H)**
8. Easement from Newnan Crossing Partnership, a Georgia general partnership to Newnan Water Sewage and Light Commission and/or the City of Newnan, a municipality, undated, recorded in Deed Book [1314, Page 632](#), aforesaid Records. **(Affects Parcels A, B, C, F, G and H)**
9. Drainage easements and related access and maintenance rights only as contained in that certain Road Deed from JDN Development Company, Inc., a Georgia corporation, JDN Realty Corporation, a Maryland corporation and Newnan Crossing Partnership, a Georgia general partnership to The City of Newnan, a political subdivision of the State of Georgia, dated as of June 14, 2001, filed for record July 6, 2001 at 9:56 a.m., recorded in Deed Book [1699, Page 70](#), aforesaid Records. **(Affects Parcels A, B, C, F, G and H)**
10. Declaration of Easements by Newnan Crossing Partnership, a Georgia general partnership, dated June 19, 2003, filed for record June 20, 2003 at 2:53 p.m., recorded in Deed Book [2232, Page 632](#), aforesaid Records.
11. Declaration of Easements by Newnan Crossing Partnership, a Georgia general partnership, dated June 19, 2003, filed for record June 20, 2003 at 2:53 p.m., recorded in Deed Book [2232, Page 643](#), aforesaid Records.

12. Limited Warranty Deed (right of way purposes) from Diplomat ONH Hotels, LLC, a Georgia limited liability company to City of Newnan, a municipal corporation, dated as of December 18, 2007, filed for record December 20, 2007 at 10:23 a.m., recorded in Deed Book [3290, Page 419](#), aforesaid Records. **(Affects Parcels A, B, F and H)**
13. Easement from Diplomat ONH Hotels, LLC to BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a AT&T Georgia, dated March 4, 2009, filed for record July 17, 2009 at 1:01 p.m., recorded in Deed Book [3483, Page 359](#), aforesaid Records.
14. Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Newnan Crossing by REO Funding Solutions III, LLC, a Georgia limited liability company with the consent of CP Wags Central, LLC, a Georgia limited liability company, dated as of February 22, 2018, filed for record February 22, 2018 at 1:05 p.m., recorded in Deed Book [4666, Page 127](#), aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
15. All those matters as disclosed by that certain plat recorded in Plat Book [89, Page 33](#), aforesaid Records. **(As to adjacent lands)**
16. Those matters as disclosed by that certain survey entitled "ALTA/ACSM Land Title Survey For: REO Funding Solutions III, LLC, Calloway Title and Escrow, LLC, First American Title Insurance Co.", prepared by Chastain & Associates, P.C., bearing the seal and certification of Mark E. Chastain, Georgia Registered Land Surveyor No. 2718, dated November 29, 2012, last revised December 5, 2012, as follows:
 - (a) Sanitary sewer line crossing the northeasterly boundary line of subject property (Tract 1); and
 - (b) Fiber optic line crossing the westerly boundary line of subject property (Tract 4).
17. All matters as disclosed by that certain [survey](#) entitled "Survey For: City of Newnan", prepared by centerline Surveying and Land Planning, Inc., bearing the seal and certification of Charles C. Franklin, Georgia Registered Land Surveyor No. 2143, dated February 6, 2013, being designated as Project No. PARK.

LEGAL DESCRIPTION

NEWNAN CROSSING EAST (Park Property)

All that tract or parcel of land lying and being located in Land Lots 44 and 53, in the 5th District, in the city of Newnan, Coweta County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin set (#4 rebar w/cap) located on the southwesterly right-of-way of Diplomat Parkway (right-of-way varies), said iron pin being located 747.6 feet from the intersection of the said southwesterly right-of-way of Diplomat Parkway and the northwesterly right-of-way of Newnan Crossing Boulevard East (120' right-of-way) as measured in a northwesterly direction along and following the said northwesterly right-of-way of Diplomat Parkway, having thus established the **TRUE POINT OF BEGINNING** leaving said iron pin and right-of-way and running S53°05'39"W for a distance of 457.66 feet to an iron pin set (#4 rebar w/cap); thence running N59°40'50"W for a distance of 549.93 feet to an iron pin found (#5 rebar) located on the southeasterly right-of-way of Interstate-85 (right-of-way varies); thence running N12°28'34"E along the said southeasterly right-of-way of Interstate-85 for a distance of 195.49 feet to a concrete right-of-way marker; thence running in a northeasterly direction along the said southeasterly right-of-way of Interstate-85 and following the curvature thereof for an arc length of 544.09 feet (said arc being subtended by a chord of N22°12'37"E – 543.87 feet and having a radius of 5579.58 feet) to an iron pin found (#5 rebar); thence leaving said right-of-way and running S41°00'18"E for a distance of 359.04 feet to an iron pin found (#4 rebar) located on the said southwesterly right-of-way of Diplomat Parkway; thence running S40°59'18"E along the said southwesterly right-of-way of Diplomat Parkway for a distance of 235.16 feet to an iron pin found (#4 rebar); thence running S49°27'10"W along the said southwesterly right-of-way of Diplomat Parkway for a distance of 10.04 feet to an iron pin found (#4 rebar); thence running S41°01'03"E along the said southwesterly right-of-way of Diplomat Parkway for a distance of 320.99 feet to an iron pin set (#4 rebar w/cap) which is the **TRUE POINT OF BEGINNING**. Said tract contains 9.665 acres (420,996 sq. ft.).



City of Newnan, Georgia – Mayor and Council

Date: April 23, 2019

Application Number: RZ2019-02

Agenda Item: Rezoning Request – 24.47± acres on McIntosh Parkway (Tax Parcels N57-003A & N57-003B)

Prepared and Presented by: Dean Smith, Planner

Purpose:

Dennis Drewyer, on behalf of Ascension QOF Partners, LLP, is seeking to change the zoning on two separate land tracts with a total combined acreage of 24.47± acres. The subject properties are located on McIntosh Parkway and are more accurately identified as Tax Parcels N57-003A and N57-003B. The applicant is seeking to develop a blended condominium development consisting of office/commercial uses along McIntosh Parkway and residential uses throughout the remainder of the properties. Both properties are currently zoned Urban Residential Single-Family Dwelling District (RU-7) and the applicant is requesting an MXD (Mixed Use Development District) zoning designation.

Background

The subject properties are presently undeveloped, wooded tracts. The site abuts the newly completed McIntosh Parkway on the southern property line. The eastern property line abuts a multi-family residential development and an undeveloped commercial tract. On the western property line, the property abuts undeveloped property and to the north, the property abuts a residential, single-family subdivision.

Present Zoning District	RU-7
Proposed Land Use	MXD
Parcel Size	24.47± acres
Current Land Use	Undeveloped and vacant

Surrounding Zoning Classifications

North	RU-7
East	RML & PDC
South	RU-7
West	RU-8

Surrounding Land Use Pattern

North	Bullsboro Crossing – Single Family subdivision
East	Willows at Ashley Park apartments & undeveloped commercial
South	Madison Park – Single Family subdivision
West	Presently undeveloped. Future residential townhouse subdivision is in planning stage

Summary: Staff have analyzed the application based upon the following criteria.

Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The subject land is bordered by predominantly residential designations. The North, East and South property lines have current residential developments constructed. To the west, there is a previously approved townhouse neighborhood that is still in the planning stages. The proposed use would be suitable as most of the property will retain a residential designation with the commercial/office uses abutting McIntosh Parkway which would provide access from the public to those office and commercial uses, while the residences would be buffered from the road and the residential use would also provide a buffer between the northern residential subdivision and the road and future commercial uses to the south.

Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

In staff's opinion, the change in zoning will have minimal effect on nearby properties. There will be an increase in traffic, since the subject lands are currently undeveloped; however, the lands are currently zoned for a single-family development and the anticipated traffic from a development under the current zoning would be slightly less than the proposed development. The difference in the equation is the proposed commercial use along the southern property lines. Additionally, access to the development will be off two predetermined intersections on McIntosh Parkway. No new intersections will be allowed. McIntosh Parkway is a four-lane divided highway designed to accommodate additional trips that would occur as land is developed along the parkway.

Are their substantial reasons why the property cannot or should not be used as currently zoned?

The properties are zoned for residential development and Staff feels the properties could be used as currently zoned. The bulk land in this general vicinity is zoned residential, but there are other commercial tracts along McIntosh Parkway, so it is anticipated that some commercial uses in this area would be forthcoming.

Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police and fire protection?

A. Engineering:

Environmental Concerns:

1. The development plan shall follow and comply fully with the Georgia Storm Water Management Manual, latest edition. All storm water management facilities shall be located on open space.
2. All streams, wetlands and other environmentally sensitive areas such as, floodplain, and cemeteries shall be determined and located within open space to the extent practically possible.

Access, Layout, and Road Concerns:

1. ADA compliant five (5) foot sidewalks shall be provided on both sides of all streets within the community.
2. All open spaces shall be ADA compliant with sidewalk access and connectivity to the public street system.
3. The private connector street proposed shall meet public road standards as it pertains to typical section (SUB GRADE, BASE, and PAVING) to support the anticipated traffic volumes.
4. Open space area along the rear line as shown to be 50 feet minimum at narrowest point in width to allow for future LINC, Easements for LINC to be noted on the preliminary and final plats.

Trip Generation Existing Zoning:

This existing site is zoned for RU-7 containing a total of 24.47 acres. Trip generation from this site was calculated using ITE Trip Generation Manual, 9th edition.

Single-Family Detached Housing: 95 homes

- a. Weekday : $9.52/\text{unit} = 904 \text{ vpd}$
- b. Weekday peak AM hour: $.77/\text{unit} = 73 \text{ vph}$
- c. Weekday peak PM hour: $1.02 /\text{unit} = 97 \text{ vph}$
- d. Sunday: $8.62/\text{unit} = 819 \text{ vpd}$
- e. Saturday $9.91/ \text{unit} = 941 \text{ vpd}$

Trip Generation Proposed Zoning:

This proposed project will be mixed use including 95 detached residential homes, on 20.83 acres and medical office, professional office and storefront office outparcels on the remaining 3.64 acres. Anticipated trips generated from this project using ITE Trip Generation Manual, 9th edition.

Single-Family Detached Housing: 95 homes

- a. Weekday : $9.52/\text{unit} = 904 \text{ vpd}$
- b. Weekday peak AM hour: $.77/\text{unit} = 73 \text{ vph}$
- c. Weekday peak PM hour: $1.02 /\text{unit} = 97 \text{ vph}$
- d. Sunday: $8.62/\text{unit} = 819 \text{ vpd}$
- e. Saturday $9.91/ \text{unit} = 941 \text{ vpd}$

Office Park: 3.64 Acres

- a. Weekday: $195.11 /\text{ACRE} = 710 \text{ vpd}$
- b. Weekday peak AM hour: $25.65/\text{ACRE} = 93 \text{ vph}$
- c. Weekday peak PM hour: $28.28/\text{ACRE} = 103 \text{ vph}$
- d. Sunday: $13.69/\text{ACRE} = 51 \text{ vpd}$
- e. Saturday $29.33/\text{ACRE} = 107 \text{ vpd}$

TRAFFIC GENERATION SUMMARY

DAY	Existing Zoning Trips Estimate	Proposed Zoning Trips Estimate	Difference	% Increase
WEEKDAY (vpd)	904	1614	+710	78
WEEKDAY AM PEAK (vph)	73	166	+93	127
WEEKDAY PM PEAK (vph)	97	200	+103	106
SUNDAY (vpd)	819	870	+51	6
SATURDAY (vpd)	941	1048	+107	11

The anticipated traffic generation from this zoning change is an increase from 6 to 127 percent in traffic on all days. The overall trend would be more vehicular and pedestrian traffic on the adjacent transportation network. The site fronts on a 4-lane divided highway, McIntosh Parkway, which is designed for the anticipated traffic load. The entrances both are planned and existing as part of the McIntosh Parkway project.

B. School: Coweta County School Director of Facilities Ronnie Cheek expressed concern that the proposed rezoning may present challenges to planning for school enrollment and meeting student needs. He further stated that due to the high-density housing around the proposed site, school capacity is an ongoing concern. Many of the schools serving the proposed area are at or near capacity. Mr. Cheek requested that if the rezoning is approved, that the school system be provided with the following information for their planning purposes: What will be the construction schedule? What will be the proposed build-out timeline? Will the project be built in phases? Will there be a targeted market, e.g. senior citizens?

C. Police: Newnan Chief of Police Buster Meadows provided the following:

In reviewing historical information concerning the number of calls for service, response time and number of officers, the following is the impact the police department for the residential units that will occupy this site. The numbers are projected with 35 officers being used to determine calls per officers. These 35 officers are patrol officers who will normally be the first responders to any call for service.

Annual Calls For Service	Estimated Population	Calls per citizen	Calls per officer	Estimated occupants each new resident	Calls per additional resident	Additional calls per officer	Estimated time on each call	Response time
54,954	34,000	1.62	1,571	2.55	517	15	1 hour	5 min.

While these numbers may appear to be low in number, it does take an officer off the street longer than just taking information and filing a report. The Police department further reports that they would be able to service this development, but it would require a longer response time.

D. Fire: Newnan Fire Chief Stephen Brown has indicated that the Fire department has adequate personnel and equipment to service this location.

- E. **Newnan Utilities:** Scott Tolar has indicated that Newnan Utilities has ample capacity to serve the development with electrical, water and sewer. The developer will be responsible for all upgrade costs necessary to serve the property with water and sewer. Developer shall be responsible for providing Newnan Utilities with electrical design and complying with Newnan Utilities' requirements.

Is the proposed use compatible with the purpose and intent of the comprehensive plan?

The Future Land Use map illustrates the properties as a mixture of Office and Professional and Commercial-Mixed Use. The Commercial-Mixed Use component is on the southern portion of the property with the Office and Professional uses behind it. The proposed rezoning would be consistent with the future land use map; however, it would reverse the uses to have Office and Professional on the south side facing McIntosh Parkway with the residential mixed-use component behind the Office and Professional designation.

Will the use be consistent with the purpose and intent of the proposed zoning district?

The proposed use would be consistent with the purpose and intent of the proposed zoning as both residential (townhouse and detached structures) and office/professional use would be allowed in an MXD zoning designation.

Is the proposed use supported by new or changing conditions not anticipated by the comprehensive plan?

As specified above, the Future Land Use map shows this property as a blend of office/professional and commercial mixed use. This this designation was assigned in 2017, there are no new or changing conditions that would impact the designation shown in the Comprehensive Plan. The Council was aware of the impact the opening of McIntosh Parkway would have on properties along that corridor.

Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Staff feels the proposed use for the properties in question reflect a reasonable balance. The impact of the proposed development has been anticipated in the Comprehensive plan and future development. McIntosh Parkway has been designed to handle the anticipated traffic. The bulk of the properties will be residential in nature, with less intensity than if the sites are developed as an office/commercial park. There are two pre-determined ingress/egress points that were part of the McIntosh Parkway road design. This application does not seek to increase the number of ingress/egress points.

Applicant's Proffered Conditions:

The applicant the following as proffered conditions:

- Agreed to dedicate a 30 foot ± wide access easement/corridor for the Linc path system along the northern property line.
- Agreed to provide interconnectivity to the Linc path system and McIntosh Parkway with a central path and greenspace and sidewalk on one side of the proposed private road system.
- Agreed to develop the project consistent with all plans, profiles, elevations, pictures and other demonstrative materials submitted as part of the rezoning application.

Options:

- A. Recommend approval of the applicants' request to rezone the property to MXD
- B. Recommend approval of the rezoning request with conditions
- C. Recommend denial of the rezoning request

Planning Commission Recommendation:

After reviewing the application and rezoning criteria, Staff felt even with the increased impact of the proposed development that the proposed development was within scale of the overall impact of uses in the surrounding area. The office component of the development is predicted to generate more traffic than if the entire project was a residential subdivision. The residential component has been designed with an overall density of 4 units per acre. The RU-7 zoning in place on the properties now, also has a density factor of 4 units of acre; however, the constraints on the property, along with designing a traditional residential subdivision by the strict RU-7 requirements, makes it difficult to achieve this density factor. The density is slightly increased in this proposal by using condominium constructs shrinking the lot size and footprint of residential structures and private streets. The future land use for this area is a mixture of office/professional and commercial mixed use, so the application falls in accordance with what the Commission has previously foreseen for this area.

The additional developments near Newnan Crossing Bypass and McIntosh Parkway provide amenities and conveniences for future residential developments, so it is logical to conclude that the City will see more developments of this nature. In 2019, the City approved an MXD development which consisted of a 320-unit apartment complex with commercial tracts.

The overall purpose of the MXD was to allow and encourage flexibility and creativity in the design and development of a comprehensively planned, mixed-used center. The concept plan provided as a part of this application demonstrates this purpose and in concert with the future use of the properties.

At their March 12, 2019 meeting, the Commission held a public hearing and voted unanimously to recommend Option "B", approve the rezoning request with the following conditions:

1. The development of the property will be consistent with the concept plan, pictures, amenities, and supporting documentation that have been provided as part of this application.
2. The proposed entrance road and shared drives shown on the concept plan are to be private roads. All private roads are required to be constructed to meet City standards and pass inspection; however, private roads will be maintained in perpetuity by the applicant/owner.
3. The commercial uses shall be limited to uses permitted in the OI-1, OI-2, CCS and CGN zoning designations.
4. A consistent sign package will be used throughout the development to avoid a myriad of sign designs and types. Exposed neon tubing or anything that mimics exposed neon tubing shall not be permitted in any signs.
5. The applicant shall provide a 50-foot easement along the northern portion of the property for the LINC and that easement shall only be disturbed under the direction of the City of Newnan.
6. The landscaping design on the southern portion of the property along the parking lots shall be designed in such a way to screen headlight traffic that would affect the neighboring residential properties.

7. The architecture of the buildings would be reflective of the photographs that were provided in the back of the packet that consists of dormers, post and beam construction, etc.

Attachments:

Location Map
Rezoning Application
Concept Plan
Photos and Floor Plans

Previous discussion with Mayor and Council: February 12, 2019 – Presented as Information only

standards. Crain asked if we could contact the state and County and advise them of our traffic concerns. He suggested playing offense verses defense.

Commissioner Smith motioned to forward a recommendation of approval for the annexation request for 950 North Highway 29 conditioned on Staff's 9 conditions previously read and listed in the staff report and with the clarification that the architecture would reflect not only the style and design but the proportion of the primary masonry materials that are shown on the colored renderings provided as part of the application. Commissioner Coggin seconded the motion.

MOTION CARRIED (5-0)

Public Hearing – Rezoning Request – 24.47 +/- acres on McIntosh Parkway (Tax Parcels N57-003A & N57-003B): Dennis Drewyer on behalf of Ascension QOF Partners, LLP (RZ2019-02)

Chairman Gause opened the public hearing for the rezoning on McIntosh Parkway and asked anyone speaking in favor of the request to come forward. Dennis Drewyer came forward stating he is the applicant and representative for Ascension Partners Group, Jennifer & Budd Allen. Drewyer mentioned they had originally named the project McIntosh Village or Creek but will have to rename it due to concerns expressed by 911. He said the property is approximately 24.47 acres and is currently zoned RU-7 which allows 4 units per acre. Drewyer mentioned the revised plan having 3 acres for office/professional space on the front with approximately 21 acres of residential condominium ownership, including 28 attached villas and 28 cottages. Drewyer stated they originally proposed 125 total lots, which was excessively dense and did not reflect enough green space. He said they now show 95 total units which is a reduction of 25%. Drewyer said it is a concept similar to a new mill village using high-end materials in a coastal craftsman design that is all owned by a single owner. He said the development will have concierge services, a clubhouse with a leasing office, a pool and entertainment deck, a wifi café, a fitness area, private roads, and interconnected greenspace. Drewyer emphasized the 22% greenspace and added that they were providing a free easement at the back of the property for the LINC. Drewyer stated residential rental condos is a trend that is on fire throughout the southeast and seems to attract seniors and millennials. He concluded by asking the Commission for their consideration and requested the use of any remaining time for rebuttal.

Chairman Gause asked if anyone else would like to speak in favor of this request. With no one coming forward, he asked if anyone would like to speak in opposition. Kasheva Hill came forward stating she lives on Torero Trail, which backs up to the development. She said they bought the property because it backed up to the woods as they have three children. Hill said that every now and then they see turkeys or deer coming in to the yard. She said they have looked at it as a buffer to Ashley Park. Hill stated her concern is that with the development being rental properties there wouldn't be an investment by the residents and the crime level could go up. Chairman Gause asked if anyone else would like to come forward and speak in opposition. Roger Griffith came forward stating he is not sure if he is in opposition. He stated he owns a home on Cliffhaven Circle which is right next to McIntosh Parkway. Griffith said his first question is about the traffic increasing on McIntosh Parkway, which is an overwhelming number at 127%. He asked if the City expected traffic lights there. Dunnavant stated the traffic light would only be placed when warranted. She said when you are looking at the number of actual cars per day, there would only be roughly 93 cars am peak hour and 103 cars pm peak hour on a four-lane road. Dunnavant added McIntosh Parkway is a collector road that was built for high volumes. Griffith said the other thing is the buffer between the development and the road. He said his three bedrooms are on the back of the house and if they put lights up, he will have to shut the blinds. Griffith said he does not see that as a plus or selling point for future opportunities. He said he would like to see an increased buffer to help control the lighting. Griffith said his last question is what the OI-1, OI-2 and CGN uses are. Dean Smith explained the zoning designations. Chairman Gause asked if anyone else would like to speak in opposition. Marcellus Johnson came forward stated he lives on Torero Trail and grew up in Newnan off Hwy 29 North. He said as he went off to college, came back to

Bullsboro Crossing and chose the location because the back yard is wooded. He said he's about to lose it and wanted to know what type of buffer they will have. Dean Smith stated that Bullsboro Crossing has a 20-foot area of open space and added that the LINC will give an additional buffer from this neighborhood.

Chairman Gause asked if anyone else would like to speak. With no one coming forward, he asked Drewyer if he would like to address the comments. Drewyer came forward stating he would like to first address the resident on Torero Trail. He said the first thing that will happen on our side is a 30-foot easement for the LINC pathway system. He said they will have an additional 20-25 feet that won't be disturbed. Drewyer said you are going to have the natural trees and the kids can walk it or ride bikes on the LINC. He said they won't have a buffer on the front of the office park but they will have streetscaping. He explained the mixture of shrubs and trees would provide a new generation of landscaping. Griffith mentioned there are no trees in his backyard. Drewyer stated they must have been in the right-of-way. Sears provided information on the tree removal and stated that the city replaced the trees. Drewyer added that the rules require the development to have boxed/down lighting that does not shine in your face but down on the parking lot. Griffith asked if it would be mounted up front. Drewyer explained the light placement. Griffith stated he would take his objection back but felt he had to ask his questions. Chairman Gause closed the public hearing

Chairman Gause stated he was confused on the product. He asked if all of the units would be condominiums. Drewyer stated all cottages and attached villages would be owned by a single entity. Drewyer said in the future, 10-15 years from now, they may sell them individually. He said they will have higher rent and a higher qualification to live there. Drewyer mentioned how hard it is to get the rentals around town to mow the lawn or fix the roof. He said this won't happen here. Commissioner Smith asked if it would be lease to own. Drewyer stated no. Commissioner Crain asked if there is a time covenant regarding the condo specs, selling or buying, etc. Drewyer stated there will not be a grace period and they will build to single-family detach specs. He mentioned the different types of ownership and construction. Chairman Gause asked if there were any other questions. He then asked Dean Smith to provide his report.

Dean Smith reviewed the staff report by discussing the purpose of the request, background information, the surrounding areas, and the summary which outlined the following: if the proposed use is suitable in view of the zoning and development of adjacent and nearby property; if the proposed use will adversely affect the existing use or usability of adjacent or nearby property; if there are substantial reasons why the property cannot or should not be used as currently zoned; will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police and fire protection; engineering report; the traffic generation summary including the schools, police, fire, and Newnan Utilities; if the proposed use compatible with the purpose and intent of the comprehensive plan; if the use will be consistent with the purpose and intent of the proposed zoning district; if the proposed use is supported by new or changing conditions not anticipated by the comprehensive plan; and, if the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property. The applicant proffered the following conditions:

1. Agreed to dedicate a 30 foot +/- wide access easement/corridor for the LINC path system along the northern property line.
2. Agreed to provide interconnectivity to the LINC path system and McIntosh Parkway with a central path and greenspace and sidewalk on one side of the proposed private road system.
3. Agreed to develop the project consistent with all plans, profiles, elevations, pictures and other demonstrative materials submitted as part of the rezoning application.

In conclusion, Dean Smith recommended approval of the request with the following conditions:

1. The development of the property will be consistent with the concept plan, pictures, amenities, and supporting documentation that have been provided as part of this application.

2. The proposed entrance road and shared drives shown on the concept plan are to be private roads. All private roads are required to be constructed to meet City standards and pass inspection; however, private roads will be maintained in perpetuity by the applicant/owner.
3. The commercial uses shall be limited to uses permitted in the OI-1, OI-2, CCS and CGN zoning designations.
4. A consistent sign package will be used throughout the development to avoid a myriad of sign designs and types. Exposed neon tubing or anything that mimics exposed neon tubing shall not be permitted in any signs.

Chairman Gause asked if the intent was to have the office architecture be similar to that of the housing. Drewyer stated yes. Chairman Gause and Drewyer discussed the LINC connecting to the property and how they will control it. Commissioner Smith and Drewyer discussed where the buffer is for the LINC and Bullsboro Crossing. Dean Smith explained that Newnan Utilities asked them to have a 50-foot easement. He added what they do not need can be donated back. Commissioner Smith asked about the treatment of the easement. Drewyer stated they are going to field locate the path so they don't take trees down unless they have to. Commissioner Smith asked if they are going to disturb it. Drewyer stated the City would be the only ones to disturb that area. Commissioner Smith asked about the square footage for the commercial space. Drewyer stated that he anticipates a total of three buildings with 6,000 to 7,500 square feet each (though he only had the acreage at this point).

Commissioner Smith asked if landscaping is standard. Drewyer mentioned they made the landscape strip larger than was required. Commissioner Smith mentioned Griffith's point that if you are driving along McIntosh Parkway, you are looking at the back of the houses. He said in the design, you do not want to hide the commercial buildings, but landscaping needs to screen the headlights coming out of the development. Drewyer discussed having a mixture of shrubs and trees at headlight height. Commissioner Smith asked if he would stipulate that the landscaping be designed in such a way to mitigate the impact of lighting. Drewyer stated yes. Commissioner Smith discussed the photographs and elevations and that they differ on character. He explained a gap in the character of the photos and elevations and asked Drewyer if they would stipulate to use the photographs as the represented product. Drewyer stated yes.

Commissioner Smith motioned to approve the rezoning request for 24.47 acres on McIntosh Parkway subject to staff's full conditions mentioned in the report with the clarification that the applicant is also going to provide a 50-foot easement along the northern portion of the property for the LINC and that easement only be disturbed under the direction of the City of Newnan and that the landscaping design on the southern portion of the property along the parking lots be designed in such a way to screen headlight traffic that would affect the neighboring residential properties and that the architecture of the buildings would be reflective of the photographs that were provided in the back of the packet that consists of dormers, post and beam construction, etc. Commissioner Coggin seconded the motion.

MOTION CARRIED (5-0)

New Business

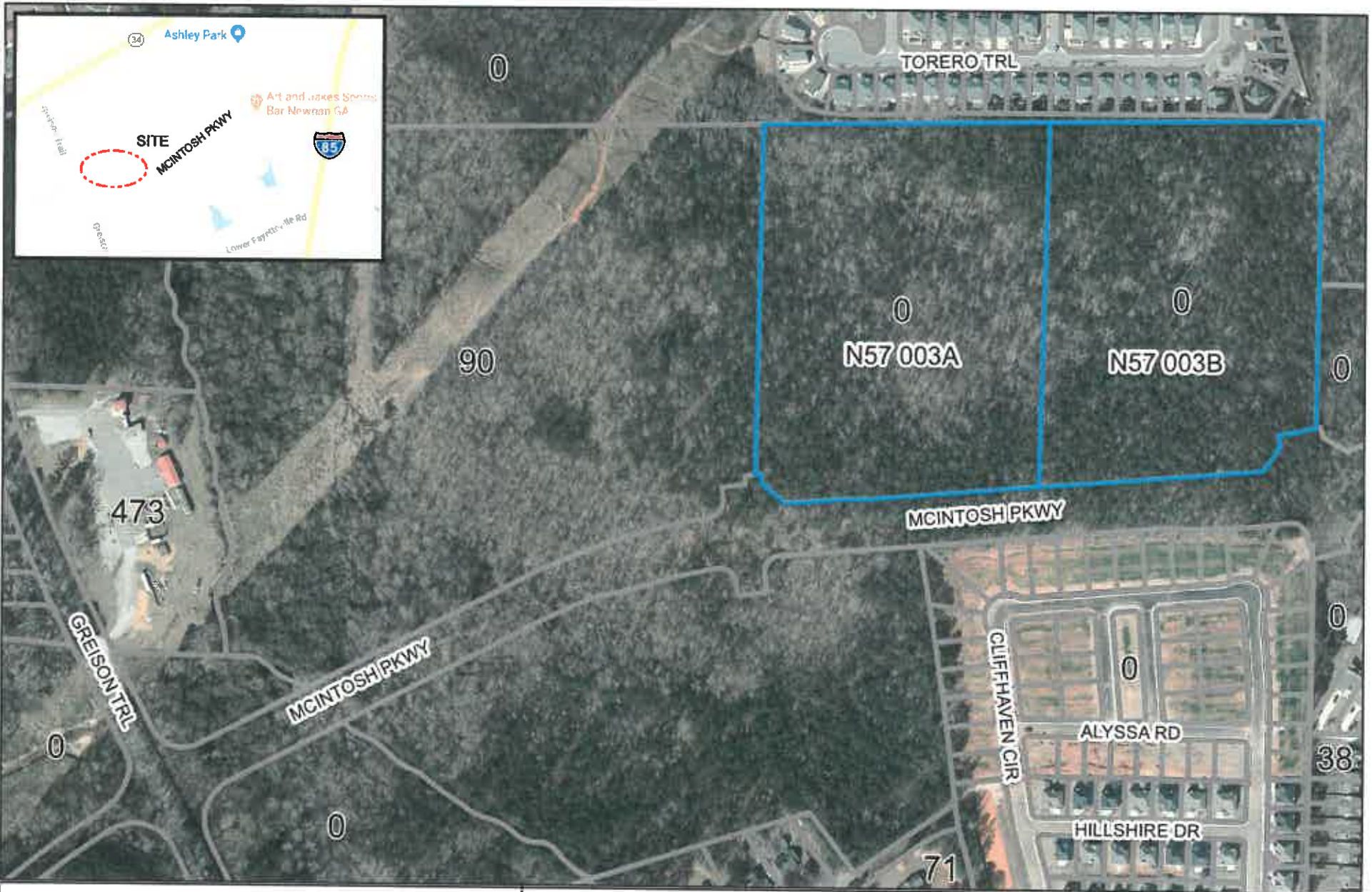
Dunnavant mentioned there will be an April meeting.

ADJOURN

With no further business, the meeting adjourned at 8:57 p.m. on a motion from Commissioner Hunt and seconded by Commissioner Coggin.

MOTION CARRIED (5-0)

Chairman Greg Gause





CITY OF NEWNAN | Project Location



CITY OF NEWNAN
 PLANNING DEPT.
 25 LAGRANGE STREET
 NEWNAN, GEORGIA 30263
www.ci.newnan.ga.us


 NORTH
 1 inch = 300 feet

LEGEND

-  Project Location
-  PARCELS
-  CITY LIMITS

ADDRESS

MCINTOSH PKWY
 NEWNAN GA. 30263

PLAT PURPOSE

THE PURPOSE OF THIS SURVEY AND PLAT IS TO EXTRAPOLATE THE BOUNDARIES AS DETERMINED BY THE FOLLOWING RECORD DOCUMENTS & COLLATED TO A SINGLE TRACT:

SUBJECT RECORD DOCUMENTS

DEED BOOK 4806 - PAGE 232 | TRACT 1 PLAT BOOK 21 - PAGE 186
DEED BOOK 4806 - PAGE 232 | TRACT 2 PLAT BOOK 21 - PAGE 186

Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear.
C1	855.00'	48.20'	26.32'	5°47'06"	8°42'05"	18.28'
C2	850.00'	31.81'	42.68'	2°35'22"	6°06'38"	42.02'
C3	1845.00'	17.85'	39.70'	1°14'37"	3°28'58"	38.70'

Course	Bearing	Distance
L1	S 15°17'18" E	25.12'
L2	S 34°41'22" W	67.80'
L3	S 83°27'05" W	495.80'
L4	S 83°27'05" W	187.37'
L5	S 88°12'22" W	28.25'
L6	S 88°27'05" W	144.21'
L7	S 81°00'13" W	87.24'
L8	N 02°18'50" W	26.04'

LEGEND

- P/L = PROPERTY LINE
- P.B. = PLAT BOOK
- DAL = DATED LOTS
- AC = ACRES
- SQ. FEET = SQUARE FEET
- SL = SECURITY LIGHT
- E.O.S. = END OF SURVEY
- N.T.S. = NOT TO SCALE
- M = MANHOLE
- P/L = PROPERTY LINE
- N/W = NOW OR FORMERLY
- DAL = DATED LOTS
- AC = ACRES
- SQ. FEET = SQUARE FEET
- SL = SECURITY LIGHT
- E.O.S. = END OF SURVEY
- N.T.S. = NOT TO SCALE
- M = MANHOLE
- PR = POWER POLE | P-P-P = OVERHEAD POWER LINE
- AM = WATER METER
- CMF = CONCRETE RIGHT-OF-WAY MONUMENT FOUND

SURVEY DATA

PLAT CLOSURE:

E.O.C. PLAT TRACT 1 1' IN 486,532 FEET
TRACT 2 1' IN 339,283

FIELD CLOSURE:

E.O.C. FIELD 1' IN 31,656 FEET
ANGULAR ERROR 3" PER ANGLE POINT
ADJUSTED BY NETWORK LEAST SQUARES

BOUNDARY LEGEND:

Openness Shows NO ROBOTS TOTAL STATION
Topness 075-312 TOTAL STATION

GENERAL NOTES:

- THE CERTIFICATION AS SHOWN HEREON IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON AVAILABLE INFORMATION AND BELIEF, AND DOES NOT EXPRESS FIELD VERIFICATION AND DOCUMENTATION UNLESS SO INDICATED. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- THIS SURVEY COMPLETES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (2015) 13-2-2 AS AMENDED BY HB 78 (2013), IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF THE BOARD SHALL PREVAIL.
- THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE TITLE BLOCK AND OR THE CERTIFICATION AND USE BY OTHER PARTIES MAY VIOLATE OR BE IN VIOLATION OF THE REGISTERED SEAL, IN CONTRAVENTION OF THE LAW.
- IN MY OPINION, THIS PROPERTY DOES NOT LIE WITHIN A ZONED AREA SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAPS (FIRM) #1507700440 WITH EFFECTIVE DATE OF FEBRUARY 8, 2013.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN AIRBORNE PHOTO, THEREFORE, THE BOUNDARIES AND DIMENSIONS SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION AND BELIEF, AND DOES NOT REPRESENT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- LOCATIONS OF ANY SURVEY SEWER EGRESS, TEMPORARY EGRESS EXISTENCE AND ACCESS EXISTENCE, SHOW HEREON ARE SELECTED FROM AN AIRBORNE PHOTO BEARING ATTACHED TO AN UNLAPSEDD TEMPORAL EGRESS AGREEMENT BETWEEN FRANCESCA ELLIS (LAWSON) AND JAMES D. ELLIS, AS EXECUTED BY THE DEPT. OF THE LEE ELLIS AND J.S. HORTON AND DATED 12/12/2018. SAID AGREEMENT DOES NOT PROVIDE PRECISE DESCRIPTIONS TO THE JOHN THE ENGINEER'S EXACT LOCATIONS.
- CURRENTLY ZONED RM-7.
- INFORMATION REGARDING THE REPORTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THIS IS NO GUARANTEE OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN WHOLE OR IN PART BEING THE RESPONSIBILITY OF THE CLIENT AND MANAGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES. SHOWN HEREON, MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE DISCOVERED BY THE CLIENT. THE CONSULTANT HAS CONDUCTED VISUAL AND SURFACE INVESTIGATIONS. CLIENTS SHALL HEREBY EXPRESSLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION, SHOW HEREON, AS TO SUCH UNDERGROUND INFORMATION.



UTILITY PROTECTION CENTER
CALL 811 FIRST
THREE WORKING DAYS BEFORE YOU DIG.

COMBINATION PLAT COMBINATION OF TAX PARCEL ID: N57 003A & N57 003B LAND LOT 23 & 42 OF THE 5TH DISTRICT CITY OF NEWNAN COWETA COUNTY, GEORGIA

Drainage Easement Note:

The final plat shall have the following note clearly and legibly printed. The owner of record, on behalf of himself (self) and of successors in interest specifically releases the City of Newnan from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or streams features shown herein. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the town from surface waters along all watercourses as established by the regulations of the City of Newnan. The Public Works Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of leaves and other debris, excavation, filling over the line, Director, in accordance with the regulations of the City of Newnan. Such emergency maintenance is, in the judgment of the Public Works Director, necessary to remedy a condition, which in the judgment of the Public Works Director, is potentially a hazard to life, property or the public peace or safety. Such emergency maintenance, conducted for the common good, shall not be considered as constituting a continuing maintenance obligation on the part of the City of Newnan nor an abatement of the city's right to seek reimbursement for expenses from the owner/s of the property/s of the lands that generated the condition.

Owner's Certification:

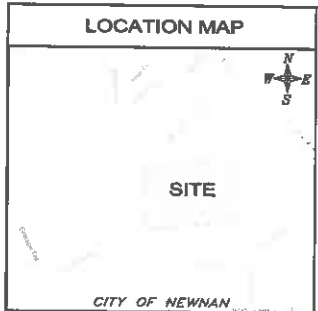
I, being the owner of this land shown on this plat, hereby certify that all other city and county laws or other requirements now due on this land have been paid; all streets, drainage ways and easements shown herein are dedicated to the use of the public and enforced by public safety officers; and that I will be responsible for the maintenance and repair of all improvements shown.

Director of Planning Department's Certification:

Present to the land subdivision regulations of the City of Newnan, Georgia, all requirements of approval having been fulfilled, this final plat was given my approval on _____ 20____.

Director of the Planning Department:

Date _____



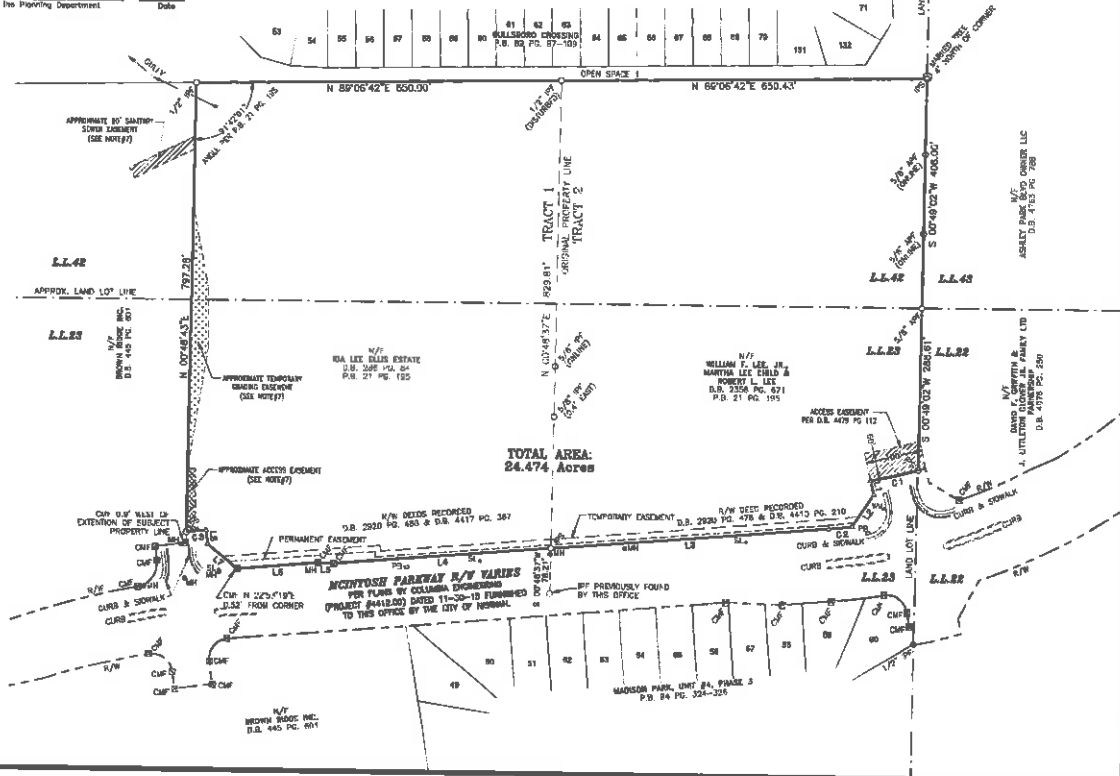
Surveyor's Certification:

As required by subsection (c) of O.C.G.A. Section 13-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as indicated by approval, certification, signature, stamp, or statements governmental bodies by any publisher or user of this plat or its intended use of any part. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 13-6-67.

Recorder's Certification:

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all requirements shown herein are fully met and that the location, size, type and nature are correctly shown and that all requirements of the local jurisdiction regulations of the City of Newnan, Georgia have been fully complied with.

CL W. RAHNS
OWNS W. ROBERTSON GA RLS #2195



DATE: 1-29-19
REVISION: 01-25-2019 TO COMBINE PARCELS
RETRACTOR BOUNDARY & COMBINATION SURVEY FOR:
ASCENSION QOZ PARTNERS, LLP
LOCATED IN LAND LOT 23 & 42, 5TH LAND DISTRICT
NEWNAN, GA 31705
COWETA COUNTY, GEORGIA

Christopher Brothers
LAND SURVEYING, LLC
224 JOHNSON STREET
NEWNAN, GEORGIA 31705
(770)233-5185
LSF #32
christopherbrothersurveying.com

DRAWING DATE: 12/27/2018
LAST FIELD WORK DATE: 12/27/2018
DISK: 2018-JANUARY
DRAWING #D= 12042-PH-5-19
#SF=12042-BA-C
SCALE: 1" = 100'
DRAWN BY: CWR

SHEET:
1 OF 1

SITE LEGEND:

KEY	PROPOSED LAND USE	ACRES
A	MEDICAL-DENTAL OFFICE	± 1.24
B	PROFESSIONAL OFFICES	± 1.10
C	STOREFRONT OFFICE/LOBBY (RESIDENTIAL):	± 1.30 ± 3.64
D	LEASING OFFICE-CLUB AREA	
E	ATTACHED TOWNHOMES (28)	
F	COTTAGE LOTS & GREENSPACE (67)	
	POCKET PARKS & LINC SYST. @ APARTS/LOBBY OR 95 UNITS	± 20.83
	GREENSPACE WITH 560 ACS (22%)	
TOTAL ACREAGE:		24.474

RECORDS REQUEST FOR... MIXD "MCINTOSH VILLAGE" CITY OF NEWNAN COWETA COUNTY, GA.

OWNER: ASCENSION GOLF PARTNERS, LLP
c/o R.M. "BUD" ALLEN, MANAGING MEMBER
1790 VETERANS PARKWAY, B-100
COLUMBUS, GA. 31909 (706) 320-0011

APPLICANT/OWNER'S REP.: DENNIS G. DREWYER
LAND PLANNER/ZONING FACILITATOR
(770) 328-3222 • drewyer@gmail.org



RETRACEMENT BOUNDARY SURVEY FOR:
BUD ALLEN
LOCATED IN LAND LOT 23 & 42 | 5TH LAND DISTRICT
CITY OF NEWNAN
COWETA COUNTY, GEORGIA

Christopher Brothers
LAND SURVEYING, L.L.O.
24 JACKSON STREET
NEWNAN, GEORGIA 30263
(770) 253-5195
LSF #32
chrisbro@onmail.org
www.christophersurveying.com



DRAWING DATE:
12/27/2018
LAST FIELD WORK DATE:
12/27/2018
DISK:
2018-DECEMBER
DRAWING: #CF= 12042-BL-6-19
#SF= 12042-BA
SCALE: 1" = 100'
DRAWN BY: CWR

SHEET:
1 OF 1



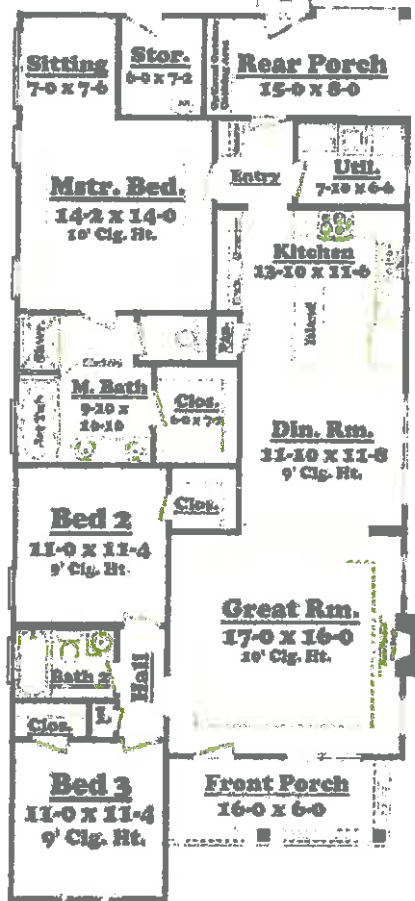
land plans
18 WOODRIDGE PLACE - NEWNAN, GA. 30265
(770) 328-3223 • drewyer@nmail.org

DENNIS GLENN DREWYER
REGISTERED LANDSCAPE ARCHITECT, GA. #332

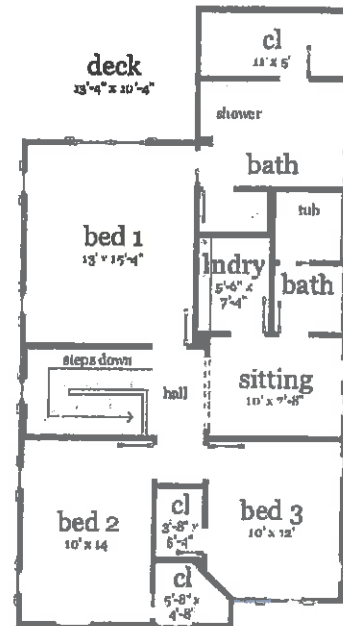
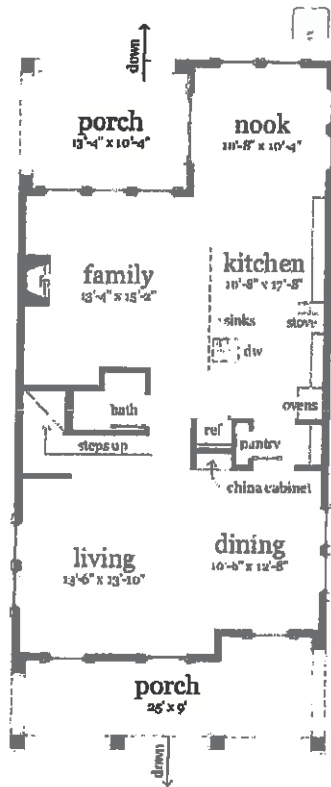


The Nuptse

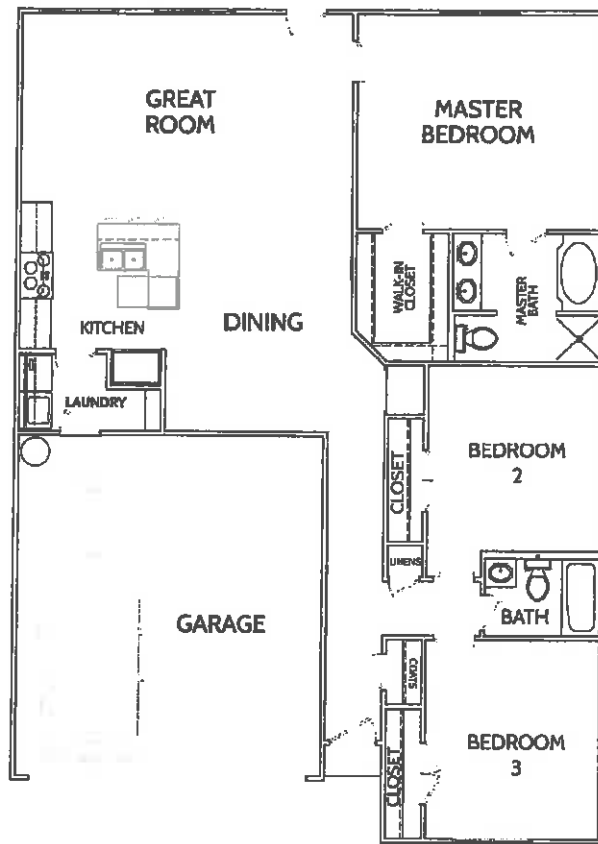
(detached garage)



The K2 (detached garage)

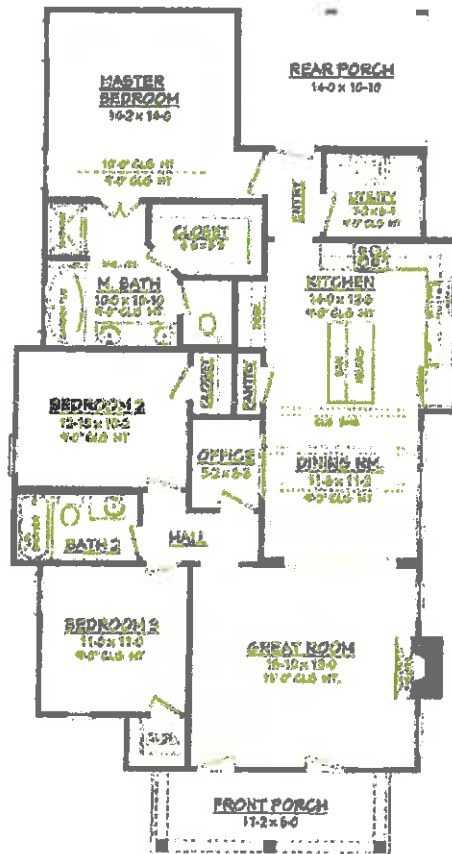


The McKinley



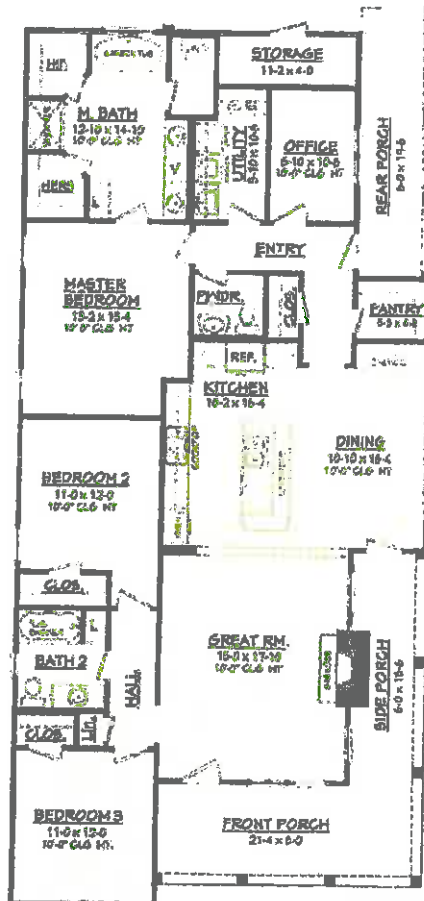
The Lhotse

(detached garage)

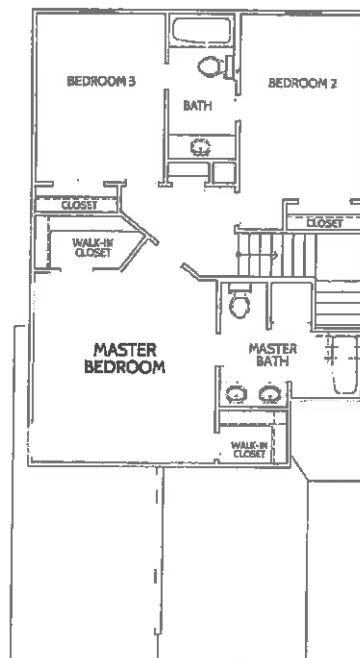
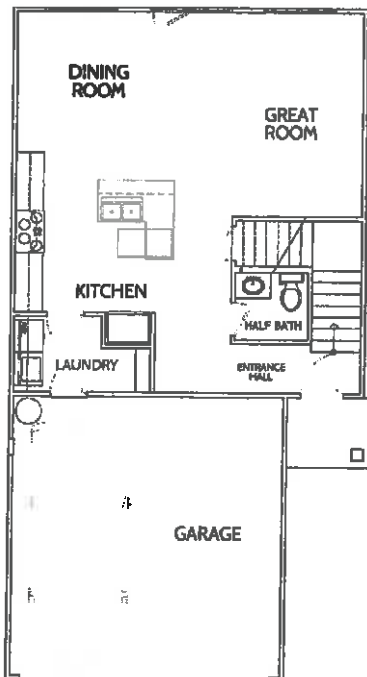


The Killimanjaro

(detached garage)



The Everest



Commercial Typical Elevations



McIntosh Creek Overview

Overall Site McIntosh Creek (project name subject to change) comprises 25 acres with MDX zoning proposed to allow 5 acres of office/professional uses abutting McIntosh Parkway and a residential community of approximately 18 townhomes adjacent the new D. R. Horton development to the north and 82 free standing homes located to the rear of the property.

Commercial Land The front five acres will be developed into ready to build pads for professional and office users. It is the developer's plan to sell those to end users. The property will be sold under a horizontal condominium form of ownership where the pads are owned individually and all parking, landscaping and additional property is owned by the condo association which will be responsible for all grounds and infrastructure maintenance. The developer will constitute the Architectural Control Committee typically for a period of 20 years after which the current condo owners of the commercial property will elect a new ACC.

Commercial Design The commercial offices will be required to be designed in the Carolina Coastal style with Hardie board plank staggered shake and lap siding, and brick accents; covered entry ways; standing seam roofs; and appropriate trim will round out the exterior finishes. All pad sales will require pre-approval of plan elevations by the Architectural Control Committee.

Residential Infrastructure The residential portion of the development will be developed in a uniform manner by the developer who will also build all the homes in order to maintain a harmonious feel. The site will be developed as a horizontal condominium with each home comprising an individual unit and an undivided interest in the improvements held in common. All streets will be private and designed with traffic and speed control measures in place and mountable curbs. There will be two gated entries and exits which can be remotely operated by the residents. Security cameras will monitor all entrance and exits.

Utilities will be underground, designed and built using best practices. It is anticipated that on-site storm water detention will be located at the low point on the property which is the northern rear corner. Land along the rear of the property has been set aside to accommodate the new Link project. Access for residents will be provided at one and possibly two locations. Homes that back up to link will have privacy fencing along rear property line with homeowner accessible gates for those desiring direct Link access. As a horizontal condominium, there are no internal lot lines. This allows the developer, within the required perimeter setbacks, the flexibility to group and stagger homes to best accommodate the topography and specimen tree cover. The Developer will utilize this design feature to grade and place streets with an eye to aesthetics and preservation of native features.

Where trees cannot be saved, the developer will exceed the tree requirements of Newnan and will have extensive landscaping that flows from home to home. All landscaping will be maintained by the Condominium Association.

Residential Features All freestanding homes and townhomes will be built in the Carolina Coastal style with Hardie board plank staggered shake and lap siding, and brick accents; shingle roofs; covered porches; and appropriate trim to the style. We will offer 5 to 7 floor plans with a mix of one and two story homes. The majority will have a two-car garage both attached and detached in keeping with the style. All homes will have at least 4 off-street parking places. Once started, the market will determine the floor plans that will be built and the developer will determine site placement to provide an aesthetically pleasing streetscape.

All homes will be built to Energy Smart standards with modern appliances and Smart home features like keyless entry and wi-fi connected thermostats and security systems. Every home will have top of the line finishes. All homes will have a private backyard with privacy fencing.

McIntosh Creek

Private Luxury Homes and Concierge Living

McIntosh Creek offers a new standard in living in the vibrant community of Newnan, Georgia. Our community will be a tastefully coordinated creation of detached condominium villas and townhomes in a private enclave setting. It starts the minute you drive into your new home community as you press the remote to open the gated entry into your access controlled enclave. Gated access, on-site courtesy officers and discrete camera systems at all entrances and exits ensures the privacy of residents and guests of McIntosh Creek. A place where you will free to let your kids ride their bikes on the speed controlled streets – just as you likely enjoyed as a child.

Developer planned and maintained landscaping and architecturally coordinated homes all maintained by the Home Owners Association insure that every home in your neighborhood always looks its best. As you pull into your garage there is no need to worry about your key, as part of the innovative design and smart home technology includes keyless entry.

You are home. Pet the cat, grab a cold drink and take a few minutes to sit outside on your private patio in your fenced back yard and play catch with the dog. McIntosh Creek is a pet friendly community. This is made much easier by the availability of fenced yards and private homes. Remind yourself again how glad you were to be able to call the office and get your home specialist to swing by and feed the puppy after you forgot – all part of the concierge living at McIntosh Creek.

You can feel comfortable in the knowledge that McIntosh Creek has no-compromise credit and background standards for everyone who chooses to call it home. Owning or leasing at McIntosh Park is a lifestyle choice for those who want the best, who want the privacy of their own home with the lock-and-leave convenience of maintenance-free concierge living. We understand that it is no longer possible to plan for every eventuality. Being locked into a mortgage or maintaining a home when your needs change is not a concern for our residents.

It is great to know that McIntosh Creek is all about community. The management wants every resident to feel a part of our community. Whether it is getting to know your neighbors at our occasional get-togethers, joining in the pumpkin carving contest, or any of the other many community activities, our goal is for the residents to know when they pull through that gate after a long hard day at work, they are home.

McIntosh Creek's Unique Benefits for The Citizens of Newnan

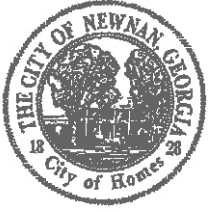
McIntosh Creek will bring a unique set of benefits to the citizens of Newnan.

A community where:

- Retirees and empty nesters can feel comfortable that their home is being cared for even when they are not there.
- Senior Citizens can continue to live independently with no home ownership worries.
- Physical Challenged Individuals to have a freestanding home uniquely suited to their needs with full maintenance provided.
- The neighborhood is centrally maintained and the residents never have to worry if their neighbor will take care of their home.
- Pets are welcome and everyone has a yard.
- There is flexibility to buy or lease and still enjoy the benefits of living in an upscale community.

867.05

Feb. 1, 2019
Cityoriginal



CITY OF NEWNAN, GEORGIA
Planning & Zoning Department
25 LaGrange Street
Newnan, Georgia 30263
Office (770) 254-2354
Fax (770) 254-2361

APPLICATION TO AMEND ZONING MAP

Note to Applicant: Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline will not be accepted.

Name of Applicant Dennis G. Drewyer

Mailing Address 15 Woodridge Place · Newnan, GA. 30265

Telephone 770/328.3222 Email: drewyer@numail.org

Property Owner (Use back if multiple names) Ascension QOF Partners, LLP

Mailing Address 7190 Veterans Parkway · B100 · Columbus, 31909

Telephone 706/320-0011

Address/Location of Property (Rt. 16) McIntosh Pkwy · East of Grieson Trail Roundabout

Tax Parcel No.: _____ Land Lot _____

District/Section _____ Size of Property (Square Feet or Acres) ± 24.47 acs.

Present Zoning Classification: RU-7 Proposed Zoning Classification: MDX

Present Land Use: Existing wooded tract w/2. new entrance aprons...

To the best of your ability, please answer the following questions regarding the application:

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable As a former land-locked parcel with high-density zoning/new road!

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made parcel located between existing RU-7 townhome district and commercial; ideal transition area, and..

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions? ...This property presents an opportunity to address a City desire for more flexible design and "Mixed-Use" solutions (Live-Work-Play-Shop).

- 11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance. \$ 867.05
- 12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:
 - Single-Family Application..... > \$500.00/Plus \$15.00 Per Acre
 - Multi-Family Application..... > \$500.00/Plus \$25.00 Per Acre
 - Office/Institutional Application..... > \$500.00/Plus \$15.00 Per Acre
 - Commercial Application..... > \$500.00/Plus \$25.00 Per Acre
 - Industrial Application..... > \$500.00/Plus \$15.00 Per Acre
 - Mixed Use Application..... > \$500.00/Plus Per Acre fee based upon proposed land use.
 - Planned Development Application..... \$500.00/Plus per Acre fee based upon proposed land use.
 - Overlay Zoning Application..... \$350.00

PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.

I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Sworn to and subscribed before me this

31 day of January, 2019

[Signature]
Notary Public

Signature of Applicant: [Signature]
 Signature of Notary: Denise G. Drayner
 Notary Seal: LESLIE R BAER, COMMISSION EXPIRES JANUARY 8, 2022, PUBLIC, GEORGIA, (Affix Here)

FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE: _____

RECEIVED BY: Dean Smith

DATE OF FILING: 2-1-19

FILING FEE RECEIVED: 2-1-19

DATE OF NOTICE TO NEWSPAPER: _____

DATE OF PUBLIC HEARING: _____

PLANNING COMMISSION RECOMMENDATION (DATE): _____

DATE OF TRANSMITTAL TO CITY COUNCIL: _____

CITY COUNCIL DECISION (DATE): _____



DENNIS GLENN DREWYER
REGISTERED LANDSCAPE ARCHITECT, GA. #382
15 WOODRIDGE PLACE • NEWNAN, GA. 30265
(770) 328-3222 • drewyer@nmail.org
LAND PLANNING • LANDSCAPE ARCHITECTURE • LAND MANAGEMENT & CONSULTATION

Name City of Newnan - Planning & Zoning Date Feb. 1, 2019
Address 25 LaGrange Street
Newnan, Georgia 30263 Job Site McIntosh Pkwy.

Atten: Mrs. Tracy Durnavant

Attached please find our application and all support materials for the re-zoning of the now recently purchased \pm 24.474 acres of land on McIntosh Parkway, as depicted within.

This 24+ acres is currently zoned RU-7, as a high density attached housing land use; we are asking to employ a relatively new "MDX" zoning application, providing medical and professional office spaces, some attached residences and mostly single-family "cottages". The proposed numbers are 20 attached "Villas", \pm 105 "cottages", and an overall site density of less than 5 units/acre (w/over 20% greenspace)!

We have shown three parcels for offices of different types none to exceed a FAR ratio to exceed .30, even if built as 2-story or lofts!

Thank you for your consideration of this innovative transition land use. It will be easily served by city water, sewer, sidewalks, all at the site; w/the new LINC system and "Live-Work-Play-Shop & Dine" location! DGD.

A REZONING REQUEST FOR...


"MCINTOSH VILLAGE"

CITY OF NEWNAN COWETA COUNTY, GA.

OWNER: ASCENSION QOF PARTNERS, LLP
 C/O R.M. "BUD" ALLEN, MANAGING MEMBER
 7790 VETERANS PARKWAY, B-100
 COLUMBUS, GA. 31909 (706) 320-0011

APPLICANT/OWNER'S REP.: DENNIS G. DREWYER
 LAND PLANNER/ZONING FACILITATOR
 (770) 328-3222 • drewyer@numail.org

SITE LEGEND:

KEY	PROPOSED LAND USE	ACRES
A	MEDICAL-DENTAL OFFICE	± 1.24
B	PROFESSIONAL OFFICES	± 1.10
C	STOREFRONT OFFICE/LOFTS	± 1.30
(RESIDENTIAL):		
D	LEASING OFFICE-CLUB AREA	
E	ATTACHED TOWNHOMES (20)	
F	COTTAGE LOTS & GREENSPACE (105)	
	POCKET PARKS & LINC SYST:	± 20.83
GREENSPACE @ 6 UNITS/AC. OR 125 UNITS		
WITH 5.60 ACS (22%)+		TOTAL ACREAGE: 24.474



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.
(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

- Applicant/owner agrees to dedicate ±30' wide access corridor for the City "LINC" path system; rear of property.
- Applicant/owner agrees to provide "interconnectivity to the "LINC" system and McIntosh Pkwy with a central path and greenspace... in discussion with city authorities for permission to employ sidewalks on one side of our private roads

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

Please refer the Color Concept Plan and sample photos depicting architectural details, materials, and "character" elements, landscape and greenspace provisions.

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.


Signature of Applicant



Dennis G. Dreyer
Type or Print Name and Title

n/a
Signature of Applicant's Representative

Type or Print Name and Title

 1-31-19
Signature of Notary Public Date

(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment C
Property Owner's Authorization


The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner Ascension QOF Partners, LLP

Telephone Number 706 -320-0011

Address of Subject Property McIntosh Parkway, Newnan Georgia

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



Signature of Property Owner
R.M. BUD ALLEN
MANAGING MEMBER

Personally appeared before me

R.M. Bud Allen

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

Randolph J. Schmidt
Notary Public

Date 1/28/19

(Affix Raised Seal Here)

Randolph J. Schmidt
Notary Public
Muscookee County, Georgia
My Comm. Expires May 15, 2021



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on _____, 20__ for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

"Macintosh Village" mixed-use zoning (MDX)

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

land plans... Dennis G. Drenyer, Applicant

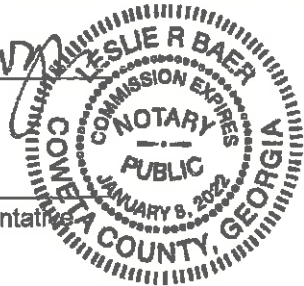
Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
<i>n/a</i>	<i>—</i>	<i>—</i>

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Dennis G. Drenyer
Signature of Applicant



Dennis G. Drenyer
Type or Print Name and Title
Applicant - Land Planner

n/a
Signature of Applicant's Representative

Type or Print Name and Title

Leslie R. Baer 1-31-19
Signature of Notary Public Date

(Affix Raised Seal Here)

¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.

ALL THAT TRACT OR PARCEL OF LAND situated, lying and being located in land lots 23 and 42 of the 5th Land District of Coweta County, Georgia, the same and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, First, Start at a 5/8" aluminum pipe found marking the common corner of land lots 22, 23, 42 and 43 and being the TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

thence S 00°49'02" W a distance of 288.61' along the east line of land lot 23 to a 7/2" iron rebar set on the northerly varying right-of-way of McIntosh Parkway;

(The following 10 courses and distances are along the northerly varying right-of-way of McIntosh Pkwy.)

1. thence with a curve turning to the right with an arc length of 86.32', with a radius of 855.00', with a chord bearing of S 77°10'19" W, with a chord length of 86.29';;
2. thence S 13°17'18" E a distance of 25.12';
3. thence S 34°01'22" W a distance of 67.80';
4. thence with a curve turning to the right with an arc length of 42.03', with a radius of 930.00', with a chord bearing of S 84°10'09" W, with a chord length of 42.03';;
5. thence S 85°27'50" W a distance of 882.97' to a concrete right-of-way monument found;
6. thence N 88°15'32" W a distance of 28.25' to a concrete right-of-way monument found;
7. thence S 85°27'50" W a distance of 144.21' to a point witnessed by a concrete right-of-way monument found 0.52' northeast of said point ;
8. thence N 51°01'12" W a distance of 67.76';
9. thence N 07°16'30" W a distance of 25.04';
10. thence with a curve turning to the left with an arc length of 35.70', with a radius of 1645.00', with a chord bearing of S 83°50'42" W, with a chord length of 35.70', to a 1/2" iron rebar set;

thence N 00°48'43" E a distance of 797.28' leaving said right-of-way of McIntosh Parkway to a 1/2" iron rebar found;

thence N 89°06'42" E a distance of 1300.43' to a 1/2" iron rebar set on the east line of land lot 42;

thence S 00°49'02" W a distance of 408.00' along the east line of land lot 42 to a 5/8" aluminum pipe found and the TRUE POINT OF BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.

Said property having an area of 24.474 acres.

AFTER RECORDING RETURN TO:
JAMES R. MOYE
POSEY, MOYE & CARTLEDGE, LLC
#1 Bradley Park Court, Suite D
Columbus, Georgia 31904

ADMINISTRATOR'S DEED OF SALE

STATE OF GEORGIA:
COUNTY OF COWETA:

THIS INDENTURE, made and entered into this the 15 day of January, in the year of our Lord Two Thousand and Nineteen, by and between FRANCES ELLIS LUNSFORD and JANET D. ELLIS, AS CO-ADMINISTRATORS WITH THE WILL ANNEXED OF THE ESTATE OF IDA LEE ELLIS, DECEASED, of the State of Georgia and County of Coweta, hereinafter in this indenture known and designated as Parties of the First Part, and ASCENSION QOF PARTNERS, LLP, a Georgia Limited Liability Partnership, of the State of Georgia and County of Muscogee, hereinafter in this indenture known and designated as Party of the Second Part;

WITNESSETH THAT:

WHEREAS, heretofore, to-wit, on February 25, 2006, Ida Lee Ellis, a resident of Coweta County, Georgia, died testate, owning the hereinafter conveyed property; and her Will was probated in solemn form by the Coweta County, Georgia Probate Court on March 16, 2006; and

WHEREAS, said Parties of the First Part filed a Petition for Letters of Administration with Will Annexed (Will Previously Probated) in the Probate Court of Coweta County, Georgia, and said Letters were granted to the said Parties of the First Part by Order of said Court on August 10, 2016; and

WHEREAS, under Item VIII of the Last Will and Testament of said Ida Lee Ellis, deceased, the Co-Administrators with the Will Annexed, as aforesaid, were granted the power to do all things and execute such instruments as may be deemed necessary or proper, including, but not limited to, the power to sell, exchange or otherwise dispose of any property at any time held or acquired under her Will, at public or private sale, for cash or on terms, without advertisement, and all of the above mentioned powers may be exercised without order or report being made to, or bond being set with any court; and

WHEREAS, said Co-Administrators with the Will Annexed ascertained and determined for purposes of administering said estate, of abating expenses, and of distribution of its assets that it was in the best interest of the estate to sell the herein conveyed real property and distribute the proceeds therefrom; and

WHEREAS, all of the debts of the said Ida Lee Ellis, deceased, and of her estate have been paid in full and those remaining unpaid, whether disputed or not, are amply provided for; and

WHEREAS, the valuation of non-probate and probate assets in said estate, together with inter vivos transfers during decedent's lifetime, were not large enough to incur any liability for Federal estate taxes to be due on said estate assets nor any estate tax liability to be incurred by said Parties of the First Part; and

WHEREAS, said Party of the Second Part has offered to purchase said property hereinafter described, from said Parties of the First Part and said Parties of the First Part deem the said offer of said Party of the Second Part to be fair and reasonable, and that said Parties of the First Part desire to accept the offer; and

NOW, THEREFORE, said Parties of the First Part, acting under and by virtue of said powers and authority granted to them in the aforementioned Court Order and Letters of Administration with the Will Annexed and in consideration of the sum of Nine Hundred Forty Five Thousand Five Hundred Sixty One and 80/100 Dollars (\$945,561.80), cash, the receipt of which is hereby acknowledged, has hereunto bargained, granted, sold and conveyed and does by these presents bargain, grant, sell and convey unto said Party of the Second Part, its successors and assigns, the following described property, to-wit:

All that tract and parcel of land situate, lying and being in the State of Georgia, County of Coweta and City of Newnan, and being Part of Land Lots 23 and 42 of the 5th Land District of said County, and being known and designated as ALL OF TRACT 1 as shown on a plat of the property for Wm F. Lee, Sr., dated November 22, 1976, made by John R. Christopher, Registered Land Surveyor, which is recorded in Plat Book 21, Page 195, in the office of the Clerk of the Superior Court of Coweta, Georgia, to which reference is hereby made for a more particular description and location of said tract.

LESS AND EXCEPT: the right-of-way conveyed to the City of Newnan by Right-of-Way deeds dated January 19, 2006, recorded in Deed Book 2920, page 486, Coweta County records, and dated August 12, 2016, recorded in Deed Book 4417, Page 367, Coweta County records.

Said property is conveyed subject to the easements granted in the aforereferenced right-of-way deeds, and also subject to and together with the easements granted in Reciprocal Easement Agreement dated December 12, 2018, by and between Frances Ellis Lunsford and Janet D. Ellis, as Executors of the Estate of Ida Lee Ellis, deceased, and D.R. Horton, Inc., which is recorded in the office of the Clerk of the Superior Court of Coweta County, Georgia.

TO HAVE AND TO HOLD the aforescribed property, together with all the rights, members and appurtenances thereunto belonging, or in any wise appertaining, unto said Party of the Second Part, Its successors and assigns, for its own proper use, benefit and behalf, FOREVER, IN FEE SIMPLE, in as full and ample a manner as the same was, or could have been, possessed or enjoyed by the said Parties of the First Part.

IN WITNESS WHEREOF, said Parties of the First Part have hereunto set their hands and seals and delivered these presents, in the capacity as aforesaid on the day and year first above written.

Signed, sealed and delivered in the presence of the undersigned on January 11th 2019:

[Signature]
Unofficial witness

[Signature]
Notary Public, Coweta County, Georgia

My commission expires: May 18, 2022

[Signature] (L.S.)
Frances Ellis Lunsford
As Co-Administrator with the Will Annexed
of the Estate of Ida Lee Ellis, deceased



Signed, sealed and delivered in the presence of the undersigned on January 11th 2019:

[Signature]
Unofficial witness

[Signature]
Notary Public, Coweta County, Georgia

My commission expires: May 18, 2022

[Signature] (L.S.)
Jane D. Ellis
As Co-Administrator with the Will Annexed
of the Estate of Ida Lee Ellis, deceased



AFTER RECORDING, PLEASE RETURN TO:

JAMES R. MOYE
POSEY, MOYE & CARTLEDGE, LLC
#1-D Bradley Park Court
Columbus, Georgia 31904

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COWETA

THIS INDENTURE, made and entered into this the 15 day of January, in the year of our Lord Two Thousand and Nineteen between WILLIAM F. LEE, JR. (owning a 40% undivided interest), ROBERT L. LEE (owning a 25% undivided interest) and MARTHA LEE CHILD (owning a 35% undivided interest), of the State of Georgia and County of Coweta, hereafter in this Indenture known and designated as Grantors, and ASCENSION QOF PARTNERS, LLP, a Georgia Limited Liability Partnership, of the State of Georgia and County of Muscogee, hereafter in this Indenture known and designated as Grantee:

WITNESSETH: That Grantors, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations to Grantors in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and do by these presents grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns, the following described real estate, to-wit:

All that tract and parcel of land situate, lying and being in the State of Georgia, County of Coweta and City of Newnan, and being Part of Land Lots 23 and 42 of the 5th Land District of said County, and being known and designated as ALL OF TRACT 2 as shown on a plat of the property for Wm F. Lee, Sr., dated November 22, 1976, made by John R. Christopher, Registered Land Surveyor, which is recorded in Plat Book 21, Page 195, in the office of the Clerk of the Superior Court of Coweta, Georgia, to which reference is hereby made for a more particular description and location of said tract.

LESS AND EXCEPT: the right-of-way conveyed to the City of Newnan by Right-of-Way deed dated January 20, 2006, recorded in Deed Book 2920, page 478, Coweta County records.

Said property is conveyed subject to Construction and Maintenance Easement dated August 1, 2016, from William F. Lee, Robert L. Lee and Martha Lee Child to City of Newnan, recorded in Deed Book 4410, Page 210, Coweta County records.

Said property is also conveyed subject to the easement agreement dated December 16, 2016, by and between William F. Lee, Jr., Robert L. Lee and Martha Lee Child with David F. Griffith and The J. Littleton Glover Jr. Family Limited Partnership, which is recorded in Deed Book 4479, Page 112, in the office of the Clerk of the Superior Court of Coweta County, Georgia.

TO HAVE AND TO HOLD, the said bargained premises unto Grantee, and Grantee's successors and assigns, together with all and singular the rights, members and appurtenances thereof to the same in any manner belonging, to the own proper use, benefit and behoof, of Grantee, and Grantee's successors and assigns, forever, **IN LEASEHOLD OR FEE SIMPLE**; subject, however, to all applicable easements, zoning regulations and enforceable restrictive covenants of record.

And the said Grantors hereby covenant with said Grantee that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land; that they hereby will forever warrant and defend the said premises against lawful claims of all persons owning, holding or claiming by, thru or under the said Grantors; and that said land is free of all encumbrances except easements and restrictions of record.

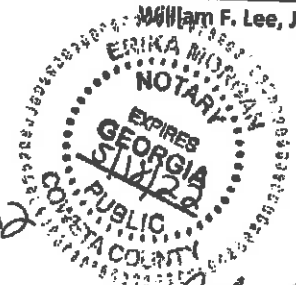
IN TESTIMONY WHEREOF, Grantors have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the presence of the undersigned on January 11th 2019.

[Signature]
Unofficial witness

[Signature]
Notary Public, Coweta County, Georgia
My commission expires: May 18, 2022

[Signature] (L.S.)
William F. Lee, Jr.



Signed, sealed and delivered in the presence of the undersigned on January 11th 2019.

[Signature]
Unofficial witness

[Signature]
Notary Public, Coweta County, Georgia
My commission expires: May 18, 2022

[Signature] (L.S.)
Robert L. Lee



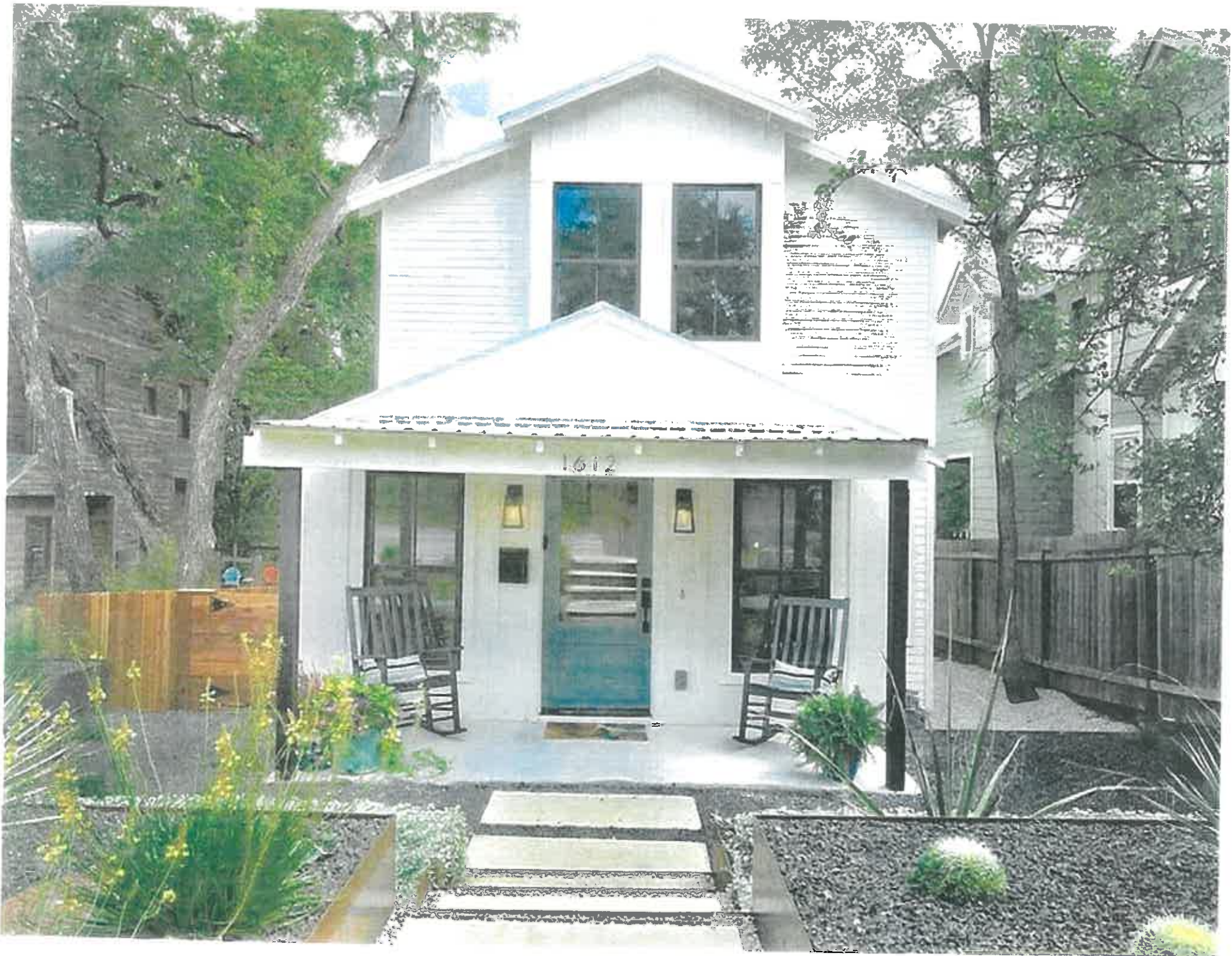
Signed, sealed and delivered in the presence of the undersigned on January 11th 2019.

[Signature]
Unofficial witness

[Signature]
Notary Public, Coweta County, Georgia
My commission expires: May 18, 2022

[Signature] (L.S.)
Martha Lee Child

























AFTER RECORDING, PLEASE RETURN TO:
JAMES R. MOYE
#1-D Bradley Park Court
Columbus, GA 31904

DECLARATION OF CONDOMINIUM

FOR

_____ CONDOMINIUM

1. NAME.

The name of the condominium is _____ Condominium (hereinafter sometimes called "Condominium", as further defined herein), which condominium is a commercial condominium. The condominium is hereby submitted to the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq., and to this Declaration.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

(a) Act means the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq., as may be amended.

(b) Architectural Control Committee or ACC means the committee established to exercise the architectural review powers set forth in Paragraph 14 hereof. The Board

shall act as the Architectural Control Committee; provided however, until Declarant has sold all units of the Condominium, Declarant shall be the ACC. If the Board is functioning as ACC, the Board may elect a subcommittee of itself to serve as ACC.

(c) Area of Common Responsibility means the Common Elements and Shared Amenities Elements, together with those areas, if any, which by the terms of this Declaration or by agreement with any other Person become the Association's responsibility.

(d) Articles or Articles of Incorporation mean the Articles of Incorporation of Summit Pointe Condominium Association, Inc., which have been filed with the Secretary of State of the State of Georgia.

(e) Association means Summit Pointe Condominium Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(f) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(g) Bylaws means the Bylaws of Summit Pointe Condominium Association, Inc.

(h) Common Elements and Shared Amenities Elements mean those portions of the property subject to this Declaration which are not included within the boundaries of a Unit, as more particularly described herein.

(i) Common Expenses mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Condominium, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Elements and Shared Amenities Elements and Area of Common Responsibility.

(j) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing within the Condominium. Such standard may be more specifically determined by the Board and the ACC.

(k) Condominium means all that property described in Exhibit "A", attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration.

(l) Condominium Instruments mean this Declaration and all exhibits hereto, including the Bylaws and the plats and plans, all as may be supplemented or amended.

(m) Declarant means _____, a Georgia Limited Liability Partnership or any successor or successor-in-title thereof who comes to stand in the same relation to the Condominium as did its predecessor, provided such successor or successor-in-title is designated in writing by its predecessor as a successor to the rights of such predecessor hereunder.

(n) Effective Date means the date that this Declaration is recorded in the office of the Clerk of the Superior Court of Muscogee County, Georgia.

(o) Limited Common Element(s) mean a portion of the Common Elements and Shared Amenities Elements reserved for the use of those entitled to occupy one (1) Unit, as more particularly set forth herein.

(p) Majority means those eligible votes, Owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total eligible number, as weighted.

(q) Occupant means any Person occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(r) Owner means the record title holder of a Unit, but shall not include a Mortgage Holder.

(s) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(t) Unit means that portion of the Condominium intended for individual ownership and use as more particularly described herein and shall include the undivided ownership in the Common Elements and Shared Amenities Elements assigned to the Unit hereunder. The Units presently shown on the condominium plat are designated as Units A through D.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The Condominium subject to this Declaration and the Act is located in Land Lot __, of the __8th District, _____County, Georgia, being more particularly described in Exhibit "A" hereto. A plat of survey relating to the Condominium, Phase I, has been filed in Condominium Plat Book 1, Page __, of the _____ County, Georgia records. Floor plans relating to the Condominium, Phase I, have been filed in the Condominium Floor Plan Book 1, Page _____, in the office of the Clerk of the Superior Court of Muscogee County, Georgia. The plat of survey and plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. UNITS AND BOUNDARIES.

The Condominium is divided into a Tower Unit, a Villa Unit, the Shared Amenities Elements, the Limited Common Element(s) and the Common Elements. The Villa Unit consists of an as yet undetermined number of detached apartment units and its appurtenant percentage of undivided interest in the Common Elements and Shared Amenities Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the plats of survey and the plans. Each Unit includes that part of the structure which lies within the following boundaries:

The vertical, lateral, perimeter boundaries of each Unit, for the purposes of this declaration, shall be and are the metes and bounds boundaries as shown upon that certain condominium plat recorded in Condominium Plat Book 1, Page __, in the office of the Clerk of the Superior Court of _____ County, Georgia, as provided in O.C.G.A. Section 44-3-75. The horizontal, upper and lower, boundaries of each Unit shall be the same as the upper and lower horizontal boundaries of any other parcel of land owned in fee simple in the State of Georgia.

In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and

bounds expressed in any deed or plan, regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements and the Shared Amenities Element attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

5. COMMON ELEMENTS and SHARED AMENITIES ELEMENTS.

The Common Elements and Shared Amenities Elements consist of all portions of the submitted property other than the Units.

Ownership of the Common Elements and Shared Amenities Elements shall be by the Unit Owners as tenants-in- common. The percentage of undivided interest in and to the Common Elements and Shared Amenities Elements attributable to each Unit is set forth on Exhibit "C" attached hereto. Such percentages may be altered only by an amendment hereto with the consent of all Owners and Mortgagees (or such lesser number as may be prescribed by the Act).

The Common Elements and Shared Amenities Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Element(s) or as otherwise provided herein, each Owner and the Association may use the Common Elements and Shared Amenities Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

6. LIMITED COMMON ELEMENT(S).

(a) The Limited Common Element(s) located on the Condominium and the Units to which they are assigned are those provided in O.C.G.A. Section 44-3-75 together with:

(i) the portion of the Common Elements and Shared Amenities Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as Limited Common Element to the Unit or Units so served; and

(ii) any water, gas or electric meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served.

(b) The Limited Common Element(s) hereby assigned shall not be reassigned, and no other Limited Common Element(s) shall be assigned.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All Unit Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit are members of Summit Pointe Condominium Association, Inc., and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which Association members are entitled to vote pursuant to the Condominium Instruments. Subject to the provisions of the Condominium Instruments, each Owner shall be entitled to vote on behalf of each Unit in which he or she holds the interest required for membership, which voting right shall be appurtenant to such Unit and shall be weighted in accordance with the percentage of undivided interest in the Common Elements and Shared Amenities Elements attributable to the Unit.

In the event that a majority vote cannot be obtained in any voting by the Association members/board/any other voting body relating to the condominium, then each Unit Owner/director is to select an arbitrator and the arbitrators, by weighted voting as with unit owners, shall make the decision by a majority vote and their decision shall be final and conclusive. If the arbitrators so selected are unable to reach a majority decision, then the arbitrators shall select a final arbitrator, and the decision of the final arbitrator on the issue submitted shall be final and conclusive.

The Declarant shall have the right to appoint and remove members of the Board of Directors of the Association. This right to appoint and remove may be relinquished voluntarily by Declarant by duly executed and recorded amendment to this Declaration,

for which no vote is necessary. Otherwise, this right to appoint and remove members of the Board of Directors expires upon the first to occur of: (i) the expiration of three (3) years after the date upon which this Declaration is recorded in the office of the Clerk of the Superior Court of Muscogee County, Georgia; or (ii) the date as of which units to which 80% of the undivided interests in the then existing Common Elements and Shared Amenities Elements appertain shall have been transferred by Declarant to Owners other than the Declarant.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Except as otherwise provided herein, each Unit is hereby allocated liability for Common Expenses apportioned in accordance with the percentage of undivided interest in the Common Elements and Shared Amenities Elements attributable to the Unit.

(a) Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the above allocation of liability for Common Expenses.

(b) The Board shall have the power to assess specially pursuant to this Paragraph and to Section 44-3-80 of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility under the Condominium Instruments (other than Limited Common Element(s), if maintained by the Association), any Common Expenses benefitting less than all of the Units or significantly disproportionately benefitting all Units may be specially assessed equitably among all of the Units which are benefitted according to the benefit received.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit(s) may be specially assessed against such Unit(s).

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

In addition to and not in limitation of all other rights it may have, the Association, acting through the Board, shall have the right:

(a) of access in accordance with Section 44-3-105 of the Act. Except in an emergency situation, entry into Units shall be only during reasonable hours and after reasonable notice to the Unit Owner or Occupant. This right of entry shall include the Association's right to enter upon a Unit or into the improvements located on a Unit to cure any condition which may increase the possibility of a fire or other hazard in the Condominium in the event an Owner fails or refuses to cure the condition upon request by the Board. Upon the Association's request, each Unit Owner shall supply to the Association security keys, codes or other keys for access to the improvements located on a Unit.;

(b) to make and to enforce reasonable rules and regulations governing the use of the Condominium, including the Units, Limited Common Element(s), and Common Elements and Shared Amenities Elements;

(c) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act, as amended (which shall not be construed as limiting any other legal means of enforcement);

(d) to grant permits, licenses, utility easements, and other easements; over and through the Common Elements and Shared Amenities Elements;

(e) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility;

(f) to deal with the Condominium in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of the Act and this Declaration;

(g) to represent the Owners in dealing with governmental entities with respect to the Area of Common Responsibility;

(h) to acquire, hold, and dispose of tangible and intangible personal property and real property;

(i) to perform all acts and do all things necessary or appropriate to administer the affairs of the Association and to operate the Condominium, unless otherwise prohibited by law or the Condominium Instruments.

10. ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy and collect assessments, both annual and special, for Common Expenses as provided herein and in the Act.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, including Declarant for each Unit owned by Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges allocated between the Units in accordance with the percentage of undivided interest in the Common Elements and Shared Amenities Elements attributable to each Unit; (ii) special assessments, as provided for herein; and (iii) specific assessments against any particular Unit, established pursuant to this Declaration, including but not limited to reasonable fines imposed hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at

the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements and Shared Amenities Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(i) If any monthly installment of annual assessments or any part thereof is not paid in full by the tenth (10th) day of the month or if any other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of 10% shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then, to: (1) in order, late charges, interest, delinquent assessments and current assessments which are not the subject matter of a lawsuit, and then (2), in order, to late charges, interest, delinquent assessments, and current assessments which are the subject matter of a lawsuit.

(iii) If assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then the Board may accelerate and declare immediately due all of that Owner's or

Units unpaid installments of the annual assessment and of any special assessment not less than ten (10) days after the date of written notice to the Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(iv) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after they become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law and utilize all other collection remedies allowed by O.C.G.A. Section 44-3-76 including temporary suspension of voting rights. However, the Board may not limit vehicular or pedestrian ingress, egress or parking rights of a Unit Owner or such Owner's patients, employees, customers or other invitees, nor any medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Unit or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped owners or occupants protected by the Fair Housing Amendments Act of 1988. Prior to suspending voting privileges, the Association shall provide the delinquent Owner or Occupant written notice of its intention to do so, sent by certified mail not less than ten (10) days prior to the date of such suspension.

(d) Computation of Operating Budget and Assessment. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Condominium during the coming year. As each Unit is represented on the Board, the budget, as established by the Board, is the effective Association budget without the necessity of any other Association vote. The budget shall reflect general Common Expenses and any expenses to be incurred for one or more but less than all the Units pursuant to Paragraph 8 of this Declaration and the Act ("Limited Common Expenses"). The budget may include as separate line items, as applicable, an amount to be placed in a reserve account for capital repairs and replacements of those assets whose repair or replacement would be a general Common expense and for those assets whose repair or replacement would be Limited Common Expense.

If the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

The Board may propose and establish a new budget at any time during the year.

(e) Special Assessments. In addition to the annual assessment provided for in subparagraph (b) above, the Board may at any time levy a special assessment against all Owners, notice of which shall be sent to all Owners, for unanticipated Common Expenses or if the annual assessment otherwise proved inadequate. Any such special assessment shall be levied in accordance with the allocation of interest in the Common Elements and Shared Amenities Elements, as described in Exhibit "B". Additionally, the special assessment may be against the Units which are responsible for the additional expense, as appropriate. Notice of any special assessment must be sent to the Owners at least 30 days prior to the due date thereof. Except as otherwise provided in the Act, any special assessment which would cause the aggregate total of special assessments (exclusive of any special assessment for Limited Common Expenses) levied in one fiscal year to exceed \$2,000.00 per unit shall be subject to the approval of Owners holding two-thirds (2/3) of the total Association vote by percentage.

(f) Utility Bills. Each Unit Owner shall pay their own utility bills.

(g) Capital Budget and Contribution. The Board may prepare an annual capital budget or evaluation which takes into account the number and nature of replaceable assets which are currently part of the Common Elements and Shared Amenities Elements, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the Association's projected capital needs both as to amount and timing by equal annual assessments over the period of the budget. Any required capital contribution shall be included within the budget and assessment as provided in subparagraph (d) of this Paragraph.

(h) Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

(i) Surplus Funds and Common Profits. Pursuant to Section 44-3-108 of the Act, common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining thereafter shall, at the Board's option, either be distributed to the Owners or credited to the Owners' next chargeable assessment in proportion to the liability for Common Expenses attributable to each Unit, or added to the Association's reserve account.

(j) Reciprocal Easement Agreement. All expenses and other obligations which Declarant might incur by virtue of being a party to that certain Reciprocal Easement Agreement and Construction Agreement, dated _____, between Declarant and others, which is recorded in _____, in the office of the Clerk of the Superior Court of _____ County, Georgia, shall be borne by the Association as a common expense. This Declaration is subject to said Reciprocal Easement Agreement.

11. COMMON ELEMENT AND SHARED AMENITIES INSURANCE.

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein.

All insurance purchased by the Association pursuant to this Paragraph shall run to the benefit of the Association, the Board, officers, all agents and employees of the Association, the Unit Owners, and their respective Mortgagees, and all other persons entitled to occupy any Unit, as their interests may appear. The Association's insurance policy, may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property. The Association's insurance shall not include the Unit Owners' property.

The Board shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs, and each Owner shall have the right to obtain additional coverage at his or her own expense.

All Association insurance coverage shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees, if any. At least every two (2) years the Board shall conduct an insurance review to determine if the policy in force is adequate to meet the Association's needs and to satisfy Section 44-3-107 of the Act. Such responsibility shall be deemed reasonably performed by the Board requesting the Association's insurance agent to so verify.

(a) The Board shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles of all improvements located on the Common Elements and Shared Amenities Elements. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

(i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;

(ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;

(iii) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board and all Mortgagees of Units;

(v) an agreed value endorsement and an inflation guard endorsement; and

(vi) the deductible amount per occurrence for coverage required by the Act shall not exceed two thousand five hundred (\$2,500.00) dollars.

(b) All policies of insurance shall be written with a company licensed to do business in the State of Georgia. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees. Each Owner shall notify the Board of all structural improvements made by the Owner to his or her Unit. Each Owner shall file a copy of its individual policy or policies with the Board within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify the Board in writing in the event such policy is canceled.

(e) In addition to the insurance required above, the Board shall obtain as a Common Expense:

(i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;

(ii) public liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, and officers' and directors' liability insurance in such amounts as the Board may determine. The public liability insurance shall contain a cross liability endorsement;

(iii) such other insurance, including fidelity bonds or dishonesty insurance, covering persons who handle or are responsible for handling Association funds, as the Board may determine to be necessary.

(f) Insurance carried by the Association as a Common Expense shall not include public liability insurance for the individual Owners for liability arising within the Unit.

(g) Every Owner shall be obligated to obtain and maintain at all times insurance covering of his or her Unit. The Owner shall furnish a copy of such insurance policy or policies to the Association.

(h) Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance.

If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner pursuant to Paragraph 8 hereof. If, however, the deductible is for insurance required under the Act, the Owner shall not be assigned more than the highest amount authorized by the Act, should the Act contain any limitation, as the cost of the deductible for any one occurrence.

12. UNIT INSURANCE.

Each Unit Owner shall be responsible for insuring its own Unit and any and all improvements constructed or installed for or by such Unit Owner on or within such Unit which comprise a part of such Unit, including, but not limited to, the foundation, floors, walls, roofs, interior painting, wallpaper, wall coverings, ceiling coverings and finishes, interior doors, interior and exterior lighting fixtures, plumbing fixtures, flooring, cabinets and hardware, counter tops, mirrors, appliances, heating and air conditioning systems, hot water heaters, trim, door framing, security systems, awnings, window treatments, and the like. Each individual Unit Owner shall further be responsible for insuring through his own "contents policy" such items as his own furniture, furnishings, equipment, and all other personal property and personal effects. The Unit policies shall show the Association as an additional insured.

13. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Element as casualty, unless all of the Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its agent shall arrange for and supervise the prompt repair and restoration.

(a) Cost Estimates. Promptly after a fire or other casualty causing damage to the Common Element, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed all Owners. This assessment shall not be considered a special assessment as discussed in Paragraph 10(e). If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

14. ARCHITECTURAL CONTROLS.

(a) Architectural Standards. Except as provided herein, no Owner, Occupant, or any other person may make any encroachment onto the Common Elements and Shared Amenities Elements or Limited Common Element(s), or make any exterior change, alteration, or construction (including painting and landscaping), nor erect, place or post any object, sign (except as allowed in section 15 (i) of this Declaration), antenna, light, storm door or window, door knob or knocker, artificial vegetation, exterior sculpture, fountains, flags, or thing on the exterior of the buildings (except for reasonable seasonal decorations displayed between Thanksgiving and January 15), in any windows, on any Limited Common Element(s), or on any other Common Elements and Shared Amenities Elements, without first obtaining the written approval of the Architectural Control Committee. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography. Notwithstanding anything contained herein to the contrary, all existing improvements in or on the Units and the Common Elements and Shared Amenities Elements are hereby approved.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. The ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the ACC may publish written architectural standards for Exterior and Common Element alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Units and the location in relation to surrounding structures and topography of the vicinity. The ACC or the Board may allow such encroachments on the Common Elements and Shared Amenities Elements and Limited Common Element(s) as it deems acceptable.

If the ACC or its designated representative fails to approve or to disapprove such application within forty-five (45) days after the application and all

information as the ACC may reasonably require have been submitted, its approval will not be required and this subparagraph (a) will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the rules and regulations.

(b) Architectural Control Committee. The ACC shall consist of the Board, or an elected subcommittee of itself.

(c) Condition of Approval. As a condition of approval for a requested architectural change, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration. In the Board's or ACCs discretion, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner. The Board or ACC also may establish such other conditions of approval as it determines necessary or appropriate, including reasonable construction commencement and completion times.

(d) Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including solely the basis of aesthetic considerations only, and neither the Board nor the ACC shall bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member thereof shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

(e) No Waiver of Future Approvals. Each Owner acknowledges that the Board and ACC members will change, from time to time and that the interpretation, application and enforcement of the architectural standards, may vary accordingly. Board or ACC approval hereunder shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications,

drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(f) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to do so, the Board or its designees shall have the right to enter the property and do so. All costs thereof, including reasonable attorney's fees, shall be an assessment and lien against such Unit.

In addition, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its or the ACC's decisions.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Elements and Shared Amenities Elements in violation hereof, he or she does so at his or her sole risk and expense, and subject to possible removal by the Board at any time. The Board may require that the change, alteration or construction remain on the Common Elements and Shared Amenities Elements without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction.

15. USE RESTRICTIONS.

Each Owner shall be responsible for ensuring that the Owner's employees, guests, tenants, and Occupants comply with all provisions of the Condominium Instruments and the Association's rules and regulations. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's employees, guests, tenants or Occupants, as a result of such person's violation of the Condominium Instruments, the Association may take action

hereunder against the Owner as if the Owner committed the violation in conjunction with the Owner's employees, guests, tenants or Occupants.

In addition to the following use restrictions, the Board may adopt rules and regulations in accordance with the terms hereof and of the Bylaws.

(a) Use of Units. Units may be used for professional, commercial and business purposes. Unless the Owner receives prior written approval from the Board of Directors, Units may not be used for adult bookstores and/or video stores; and abortion clinics/family planning clinics advocating abortion. No residential use is permitted.

(b) Alteration of Units. Subject to the other provisions of this Declaration, Unit Owners may make alterations to the interiors of their Units and subdivide them into multiple rental spaces, so long as there is no change to the exterior appearance.

(i) Subdivision of Units. An Owner may subdivide his Unit only in accordance with the provisions of Section 44-3-92 of the Act and this Declaration.

(c) Outbuildings. No structure of a temporary character such as tents, portable storage units, or other outbuilding shall be erected by any Owner or Occupant on any portion of the Condominium, at any time, other than by Declarant.

(d) Use of Common Elements and Shared Amenities Elements. There shall be no obstruction of the Common Elements and Shared Amenities Elements, nor shall anything be kept on, permanently parked on, stored on or removed from any part of the Common Elements and Shared Amenities Elements without prior written Board consent.

(e) Prohibition of Damage, Nuisance and Noise. Without prior written Board consent, nothing shall be done or kept on the Condominium which would increase the rate of insurance on the Condominium or any Unit, which would be in violation of any statute, rule, ordinance, regulation, permit or other governmental requirements, or which would increase the Common Expenses.

Noxious, destructive or offensive activity shall not be carried on upon the Condominium. No Unit Owner or Occupant may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Condominium or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Condominium, without the prior written consent of all Association members and their Mortgagees.

No damage to or waste of the Common Elements and Shared Amenities Elements, or any part thereof, shall be permitted by any Owner or employee or invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, its employees, guests, invitees, or Occupants of the Unit.

(f) Pets. No owner may keep any animals or birds on any portion of the Condominium. An aquarium is permitted inside a Unit.

(g) Parking.

Disabled and stored vehicles are prohibited from being parked on the Condominium. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium for fourteen (14) consecutive days or longer without prior written Board permission. Boats, trailers, and recreational vehicles (RV's and motor homes) are prohibited from being parked on the Condominium without prior Board permission.

If any vehicle is parked on any portion of the Condominium in violation hereof or in violation of the Association's rules, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Condominium stating the name and telephone number of the person or entity which will do the towing. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner or Occupant's Unit, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, is parking in a handicapped space without proper tag/decal/hanger, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

Parking of vehicles shall be restricted to those paved surfaces which are clearly marked for parking or otherwise designed for such purpose by the Board. Parking in those areas shall be on a "first come, first serve" basis, subject to such regulations as the Board may promulgate. The Board may, by regulation designate specific parking spaces for visitor and handicapped parking, and in such event, the spaces so designated shall be reserved for such users. The Board may also adopt reasonable regulations limiting the size of vehicles which may be operated and parked on the Condominium property, and regulating the direction of traffic flow.

(h) Abandoned Personal Property. Personal property, other than an automobile as provided for in Paragraph 14(g), is prohibited from being stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements and Shared Amenities Elements, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property promptly after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(i) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six inches (6") by six inches (6") in size may be displayed from within a Unit, one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two (2') feet by two (2') feet in size may be displayed from within a Unit being offered for sale or for lease and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed four (4') feet by eight (8') feet in size may be displayed within five (5) feet of each right of way bordering the Condominium. The Board shall have the right to elect reasonable and appropriate signs on behalf of the Association. The Association may erect common signage along Old Moon Road as well as common signage along Veterans Parkway to indicate occupancy

in the Condominium, and such signage shall be maintained by the Association as a common area expense.

(j) Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for transmission of television, radio, satellite or other signals shall be placed, allowed, or maintained on any portion of the Common Elements and Shared Amenities Elements or any Unit except with the prior written permission of the Board or its designee.

(k) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements and Shared Amenities Elements or Limited Common Element(s) outside the Unit, temporarily or otherwise, except in the common refuse container. Cardboard boxes shall be broken down before deposit into the container.

(l) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Condominium.

(m) Window Treatments. Unless otherwise approved in writing by the Board, all Unit windows shall have window treatments and any portion thereof visible from outside the Unit shall be white or off-white in color.

16. LEASING.

(a) Compliance With Declaration, Bylaws, and Rules and Regulations, Use of Common Elements and Shared Amenities Elements and Liability for Assessments. Each Owner and each lessee, by occupancy of a Unit or a portion of a Unit covenants and agrees that any lease for a Unit shall contain the following language and agrees that if such language is not expressly contained therein; then such language shall be incorporated into the lease by existence of this covenant on the Unit;

(i) Compliance With Declaration, Bylaws, and Rules and Regulations.

The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or lessee's employee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with Article V, Section 2 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Elements and Shared Amenities Elements.

The Owner transfers and assigns to the lessee, for the term of the lease, rights and privileges that the Owner has to use the Condominium Common Elements and Shared

Amenities Elements in proportion to the square footage leased divided by the total square footage in the Unit available to lease.

(iii) Liability for Assessments. When a Unit Owner who is leasing all or a part of his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee(s) during the period of delinquency, and, upon request by the Board, lessee(s) shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee(s). However, lessee(s) need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee(s) shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If a lessee fails to comply herewith, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(b) If a unit is leased by Owner, Owner shall provide the Board with a copy of the lease, together with an address and telephone number where Owner may be contacted.

17. SALE OF UNITS.

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Unit and the Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

18. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. The Owner of each Unit shall have the obligation to maintain and keep in good repair all portions of his/her Unit and all Limited Common Element(s) (landings and walkways, stairwells, heating and air conditioning equipment, utility meters) assigned to his or her Unit. This maintenance responsibility shall include particularly, for the benefit of the Condominium, all visible exterior surfaces. Without limiting the generality of the foregoing, the Unit Owner shall maintain, repair and replace (i) the structure, walls, foundation and roof of any structure installed, constructed or located by the Unit Owner on a Unit; (ii) all appliances, including, but not limited to, the hot water heater and heating and air conditioning system which are a part of the Unit, and all conduits, piping, and wiring to transfer gas, water, and electricity and heated and cooled air; (iii) the windows, screens and doors which are a part of the Unit. Each Unit Owner shall perform his responsibilities in such a manner so as not to unreasonably disturb other persons in the adjoining Unit, and shall keep any balcony, deck, stairs, walkway, or breezeway, adjoining or included in his Unit in a neat and clean condition. Each Unit Owner shall promptly report to the Association or its agent, any defect or need for repairs for which the Association is responsible. The Association shall have the right, but shall not be obligated, to make any repair or replacement or to do any cleaning or maintenance which is the responsibility of the Unit Owner if the Unit Owner fails or refuses to do so, and in such event, the Unit Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Unit Owner shall also be obligated to pay for the cost of repairing, replacing or the cleaning of any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Unit Owner or any of his occupants, invitees or tenants or occupants or invitees of such tenant. The cost of any such repair, replacement, maintenance or cleaning shall be treated as a special assessment as to such Unit.

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes all Common Elements and Shared Amenities Elements. The Area of Common Responsibility shall include, but not be limited to the following: lawn and landscaping; entrance sign, sprinkler systems (lawn), paving. Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss and except as otherwise provided herein, the Association shall not be responsible for any maintenance or repair to any Unit.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements and Shared Amenities Elements by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements and Shared Amenities Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements and Shared Amenities Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, or employee, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements and Shared Amenities Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or employee for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association.

In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board.

(c) Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner, or Occupant or their employees, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Unit, shall become a lien against the Unit, and shall be collected as provided herein for the collection of assessments,

(d) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance

standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

19. MORTGAGEE'S RIGHTS.

(a) Where the Mortgagee holding a first Mortgage or purchase money second mortgage (provided that neither the grantee or successor grantee on the Mortgage is a seller of the Unit) of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the such first Mortgage or purchase money second mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(b) Any holder of a first or second Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting. Further, any mortgage and other persons entitled per O.C.G.A. Section 44-3-109 shall be entitled to information concerning past due assessments.

(c) Notwithstanding anything to the contrary herein contained, the provisions of Paragraphs 16 and 17 governing sales and leases shall not apply to impair the right of any first or second Mortgagee to: (i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

20. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each Owner, for, himself or herself and his or her employees, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Unit Owner. Neither the Declarant or the Association shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

(b) Dispute Resolution. Prior to filing a lawsuit against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner or Occupant must request and attend a hearing with the Board. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if, any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

(c) No Discrimination. No action shall be taken by the Association or the Board which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap, or on any other basis prohibited by law or ordinance of any governing body or jurisdiction.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

21. EMINENT DOMAIN.

In the event of condemnation of any Unit or any Common Elements and Shared Amenities Elements, the provisions of O.C.G.A. Section 44-3-97 shall govern and control the rights and duties of the Unit Owners and Association.

22. EASEMENTS.

(a) Use and Enjoyment. Each Unit Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements and Shared Amenities Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Element(s) assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements and Shared Amenities Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting privileges as provided herein. Every portion of a Unit and all Limited Common Element(s) contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. All portions of the Condominium also shall be subject to easements of encroachment as provided in the Act.

Declarant also grants to the Association and each Owner an easement over the Common Elements and Shared Amenities Elements for the installation, maintenance and repair of utilities to serve any or al of the Owners and occupants of Units as well as perpetual, non-exclusive easements upon, across, over and under al of the Condominium, including the Units, to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, maintaining, and operating cable television systems and other devices for sending or receiving data and/or other electronic signals; security and similar systems; walkways and pathways; drainage systems; irrigation systems, street lights and signage; and all utilities, including but not limited to water, sewers, telephone, cable TV, gas, electricity, and utility meters. Declarant also grants

to utility providers and easement for ingress, egress, installation reading, replacing, repairing and maintaining their utility system.

(b) Declarant Easements. So long as Declarant owns any Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, representatives, agents, and employees shall have: (1) an easement for the maintenance of signs, a sales office, a business office, promotional facilities and model Units on the Condominium, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Unit, and (2) a transferable easement on, over, through, under and across the Common Elements and Shared Amenities Elements for the purpose of making only those improvements which are contemplated by the Condominium Instruments on the Condominium or any portion thereof, for the purpose of installing, replacing, repairing and maintaining all utilities serving the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

23. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration or by the Act, such as during any period of time that there exists an unexpired option to add additional property to the Condominium, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Muscogee County, Georgia land records. No vote is necessary if the purpose of amendment is the subdivision of a unit as allowed by this Declaration; or if the purpose of amendment is expansion of the Condominium as allowed by this Declaration.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

24. EXPANSION OF THE CONDOMINIUM.

This Condominium is an expandable condominium, but does not contain any convertible space.

Declarant reserves the option to expand the condominium by adding to the condominium all or any part of the additional property described on Exhibit "D" on one or more occasions. Except for zoning and other governmental restrictions, there are no limitations as to the locations of improvements and units on the additional property. The additional property may be added in portions at different times. There are no limitations fixing the boundaries of any portion of the additional property which may be submitted to the Declaration, and there are no limitations regulating the order in which portions of the additional property may be submitted to this Declaration, and there are no limitations on how many units may be within additional property which is submitted. This option shall expire at the date that Declarant has sold and transferred all Units upon the then submitted property to third party entities which are not owned by R. M. Bud Allen and family; alternatively stated, when no unit is owned by an entity which is owned by R. M. Bud Allen or family. The additional property shall be subject to the use restrictions set forth herein when it is added to the condominium. The Declarant shall have the right to assign Limited Common Element(s) on the additional property in accordance with the provisions hereof. The undivided interest in the Common Elements and Shared Amenities Elements shall be reallocated among the condominium units on the submitted property, including the additionally submitted property, as a fraction, the numerator of which is the square footage of the unit and the denominator of which is the square footage of all units. Any expansion under this paragraph shall be effected by Declarant's executing and recording the amendments to this Declaration, the plats and the plans required by the Act, at Declarant's sole expense.

25. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

26. PREPARER.

This Declaration was prepared by James R. Moye, Posey, Moye & Cartledge, LLP, #1 Bradley Park Court, Suite D, Columbus, Georgia 31904.

IN WITNESS WHEREOF, the undersigned partners of Declarant have executed this Declaration this _____ day of _____, 20__.

DECLARANT:

a Georgia Limited Liability Partnership

By: _____
– Partner

By: _____
– Partner

Sworn to and subscribed to before me,
this _____, 20__.

Witness

Notary Public, _____ County, GA

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EXHIBIT "A"

Description of submitted Property

EXHIBIT "C"

Percentage Undivided Interest in and to the Common Elements and Shared Amenities Elements

Unit Number	Approximate Square Feet	Ownership Percentage and Interest in Common Elements and Shared Amenities Elements
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ASCENSION QOF PARTNERS, LLP ET AL
24.47± acres, located on McIntosh Parkway
Land Lots 23 and 42, 5th Land District,
Coweta County, Georgia
Tax Parcels #N57-003A; N57-003B

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY
LOCATED ON McINTOSH PARKWAY, CONTAINING 24.47± ACRES IN LAND
LOTS 23 and 42, OF THE FIFTH LAND DISTRICT, IN THE CITY OF
NEWMAN, GEORGIA**

WHEREAS, the owners have filed an application for rezoning of the property described on Exhibit "A" attached hereto and by reference made a part hereof from RU-7 (Urban Residential Single-Family Dwelling District (High Density) to MXD (Mixed Use Development District) with proffered conditions; and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 23rd day of April, 2019; and

WHEREAS, after the above-referenced public hearing, the City Council has determined the re-zoning of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised as follows:

Section I. That the property described on Exhibit "A" attached hereto and by reference made a part hereof containing 24.47± acres be rezoned as MXD (Mixed Use Development District) subject to the conditions which follow:

1. The development of the property will be consistent with the concept plan, pictures, amenities, and supporting documentation that have been provided as part of this application and also as attached hereto as Exhibit "B".

2. The proposed entrance road and shared drives shown on the concept plan are to be private roads. All private roads are required to be constructed to meet City standards and pass inspection; however, private roads will be maintained in perpetuity by the applicant/owner.

3. The commercial uses shall be limited to uses permitted in the OI-1, OI-2, CCS and CGN zoning designations.

4. A consistent sign package will be used throughout the development to avoid a myriad of sign designs and types. Exposed neon tubing or anything that mimics exposed neon tubing shall not be permitted in any signs.

5. The applicant shall provide a 50-foot easement along the northern portion of the property for the LINC and that easement shall only be disturbed under the direction of the City of Newnan.

6. The landscaping design on the southern portion of the property along the parking lots shall be designed in such a way to screen headlight traffic that would affect the neighboring residential properties.

7. The architecture of the buildings would be reflective of the photographs that were provided in the back of the packet that consists of dormers post and beam construction, etc and also as attached hereto as Exhibit "B".

Section II. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section III. This ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the _____ day of _____, 2019 in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

ALL THAT TRACT OR PARCEL OF LAND situated, lying and being located in land lots 23 and 42 of the 5th Land District of Coweta County, Georgia, the same and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, First, Start at a 5/8" aluminum pipe found marking the common corner of land lots 22, 23, 42 and 43 and being the TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

thence S 00°49'02" W a distance of 288.61' along the east line of land lot 23 to a 7/2" iron rebar set on the northerly varying right-of-way of McIntosh Parkway;

(The following 10 courses and distances are along the northerly varying right-of-way of McIntosh Pkwy.)

1. thence with a curve turning to the right with an arc length of 86.32', with a radius of 855.00', with a chord bearing of S 77°10'19" W, with a chord length of 86.29',;
2. thence S 13°17'18" E a distance of 25.12';
3. thence S 34°01'22" W a distance of 67.80';
4. thence with a curve turning to the right with an arc length of 42.03', with a radius of 930.00', with a chord bearing of S 84°10'09" W, with a chord length of 42.03',;
5. thence S 85°27'50" W a distance of 882.97' to a concrete right-of-way monument found;
6. thence N 88°15'32" W a distance of 28.25' to a concrete right-of-way monument found;
7. thence S 85°27'50" W a distance of 144.21' to a point witnessed by a concrete right-of-way monument found 0.52' northeast of said point ;
8. thence N 51°01'12" W a distance of 67.76';
9. thence N 07°16'30" W a distance of 25.04';
10. thence with a curve turning to the left with an arc length of 35.70', with a radius of 1645.00', with a chord bearing of S 83°50'42" W, with a chord length of 35.70', to a 1/2" iron rebar set;

thence N 00°48'43" E a distance of 797.28' leaving said right-of-way of McIntosh Parkway to a 1/2" iron rebar found;

thence N 89°06'42" E a distance of 1300.43' to a 1/2" iron rebar set on the east line of land lot 42;

thence S 00°49'02" W a distance of 408.00' along the east line of land lot 42 to a 5/8" aluminum pipe found and the TRUE POINT OF BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.

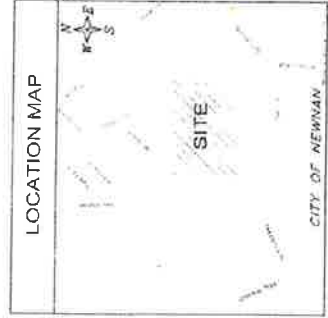
Said property having an area of 24.474 acres.

**COMBINATION PLAT
COMBINATION OF TAX PARCEL ID: N57 003A & N57 003B
LAND LOT 23 & 42 OF THE 5TH DISTRICT
CITY OF NEWNAN
COWETA COUNTY, GEORGIA**

PLAT DETAILS:
THE NUMBER OF THIS SURVEY AND PLAT IS TO REFLECT THE COMBINATION OF THE FOLLOWING REFUSED DOCUMENTS:
COMBINATION OF TAX PARCEL ID: N57 003A & N57 003B
LAND LOT 23 & 42 OF THE 5TH DISTRICT
CITY OF NEWNAN
COWETA COUNTY, GEORGIA

84-97 PG-149-148
PARTICIPANT ID
P2019000066
DATE: 08/20/2019
TIME: 10:00 AM
DRAWN BY: J. THOMAS

Area	Acres	Length	Width	Area	Area
1	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00
6	0.00	0.00	0.00	0.00	0.00
7	0.00	0.00	0.00	0.00	0.00
8	0.00	0.00	0.00	0.00	0.00
9	0.00	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00	0.00
13	0.00	0.00	0.00	0.00	0.00
14	0.00	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00
16	0.00	0.00	0.00	0.00	0.00
17	0.00	0.00	0.00	0.00	0.00
18	0.00	0.00	0.00	0.00	0.00
19	0.00	0.00	0.00	0.00	0.00
20	0.00	0.00	0.00	0.00	0.00
21	0.00	0.00	0.00	0.00	0.00
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42	0.00	0.00	0.00	0.00	0.00
43	0.00	0.00	0.00	0.00	0.00
44	0.00	0.00	0.00	0.00	0.00
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46	0.00	0.00	0.00	0.00	0.00
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73	0.00	0.00	0.00	0.00	0.00
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75	0.00	0.00	0.00	0.00	0.00
76	0.00	0.00	0.00	0.00	0.00
77	0.00	0.00	0.00	0.00	0.00
78	0.00	0.00	0.00	0.00	0.00
79	0.00	0.00	0.00	0.00	0.00
80	0.00	0.00	0.00	0.00	0.00
81	0.00	0.00	0.00	0.00	0.00
82	0.00	0.00	0.00	0.00	0.00
83	0.00	0.00	0.00	0.00	0.00
84	0.00	0.00	0.00	0.00	0.00
85	0.00	0.00	0.00	0.00	0.00
86	0.00	0.00	0.00	0.00	0.00
87	0.00	0.00	0.00	0.00	0.00
88	0.00	0.00	0.00	0.00	0.00
89	0.00	0.00	0.00	0.00	0.00
90	0.00	0.00	0.00	0.00	0.00
91	0.00	0.00	0.00	0.00	0.00
92	0.00	0.00	0.00	0.00	0.00
93	0.00	0.00	0.00	0.00	0.00
94	0.00	0.00	0.00	0.00	0.00
95	0.00	0.00	0.00	0.00	0.00
96	0.00	0.00	0.00	0.00	0.00
97	0.00	0.00	0.00	0.00	0.00
98	0.00	0.00	0.00	0.00	0.00
99	0.00	0.00	0.00	0.00	0.00
100	0.00	0.00	0.00	0.00	0.00



Surveyor's Declaration
I, the undersigned, being a duly licensed Professional Surveyor in the State of Georgia, do hereby certify that I am the author of the foregoing plat and that the same is a true and correct representation of the facts as shown to me by the parties to the same and as the same appear on the records of the County Clerk of Coweta County, Georgia.

Director of the Planning Department's Declaration
I, the undersigned, being a duly licensed Professional Surveyor in the State of Georgia, do hereby certify that I am the author of the foregoing plat and that the same is a true and correct representation of the facts as shown to me by the parties to the same and as the same appear on the records of the County Clerk of Coweta County, Georgia.

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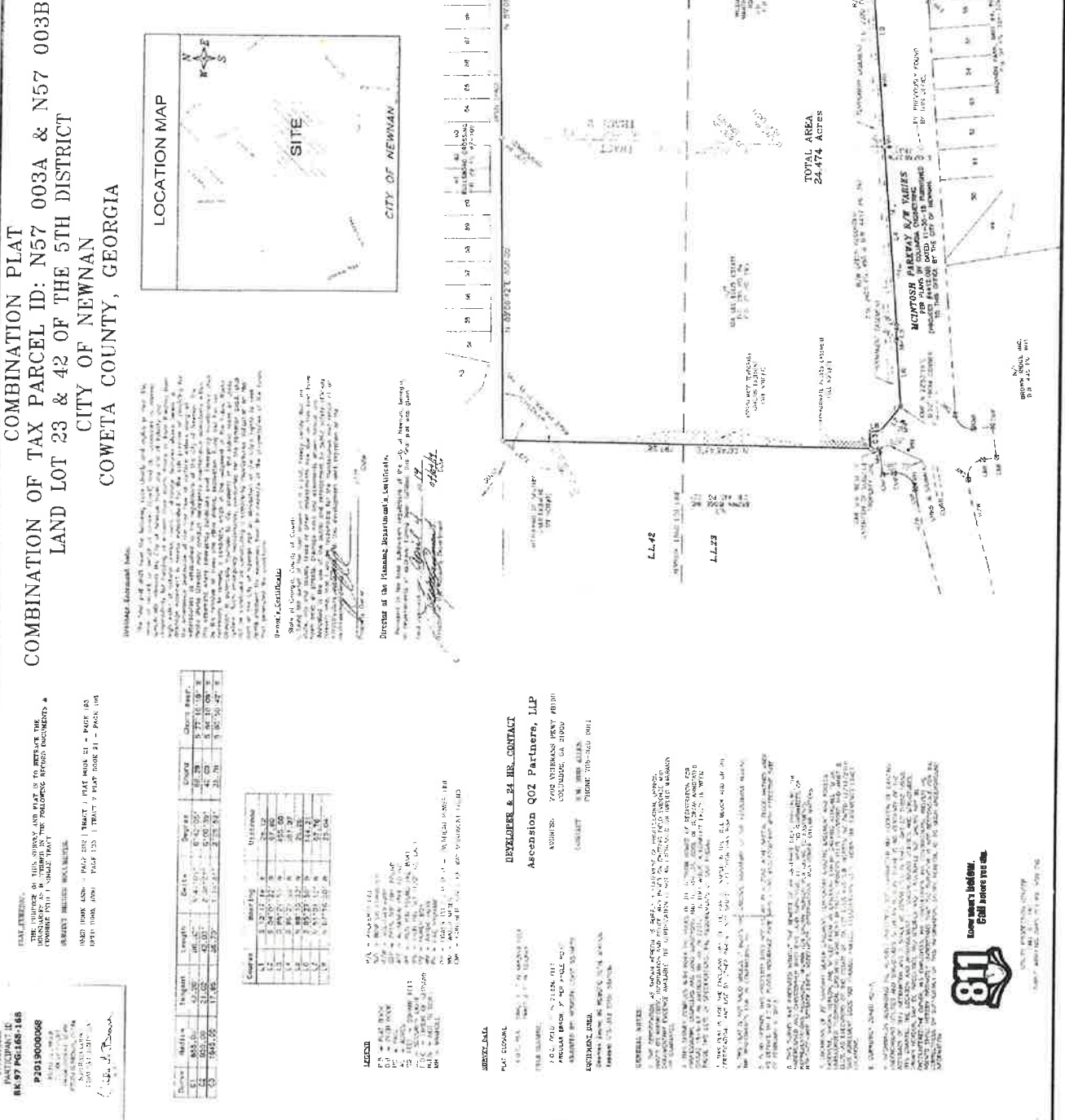


EXHIBIT A
PAGE 2 OF 2

Christopher Brothers
LAND SURVEYING, LLC
24 JACKSON STREET
NEWNAN, GEORGIA 30263
(770) 253-5198
www.christopherbrothersurveying.com

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181
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84-97 PG-149-148

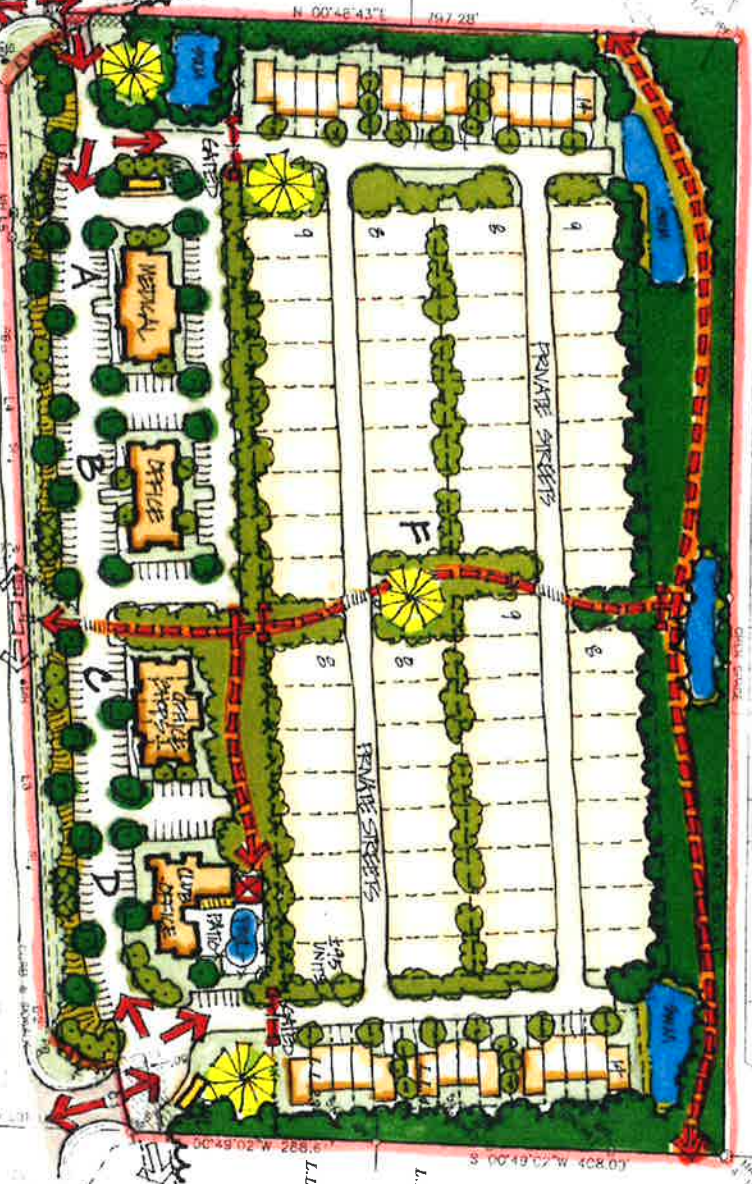
SITE LEGEND:

KEY	PROPOSED LAND USE	AREAS
A	MECHANICAL DENTAL OFFICES	41.24
B	PROFESSIONAL OFFICES	51.10
C	STREETFRONT OFFICE LOTS (RESIDENTIAL)	11.30
D	LEASING OFFICE COLLEAS AREA	13.64
E	ATTACHED TOWNHOMES (28) CONDO LOTS & GREENHOUSE (67)	120.89
F	POCKET PARKS & LINK SYSTEMS	120.89
G	APPROXIMATE TOTAL AREA	244.74

"MCINTOSH VILLAGE"
CITY OF NEWNAN, COWETA COUNTY, GA.

OWNER: ASCENSION OPPORTUNIS, L.P.
C/O R. M. BUD ALLEN, MANAGING MEMBER
1790 VETERANS PARKWAY, B-100
COLUMBUS, GA 31909 (706) 322-0211

APPLICANT/OWNER'S REP: DENNIS G. DRENNER
LAND SURVEYOR/BOUNDARY FACULTY (770) 328-3222 d.drenner@numail.org



MCINTOSH PARKWAY R/W VARIES
PER PLANS BY CIVIL ENGINEERING
PROJECT #441100 DATED 11-30-15 FURNISHED
TO THIS OFFICE BY THE CITY OF NEWNAN

VANISHON PARK UNIT #4, PHASE 3
211 321 00 251 340



land plans

15 WOODSIDE PLACE, NEWNAN, GA 30265
(770) 328 5222 DDRENNER@NUMAIL.ORG

DENNIS GLENN DRENNER
REGISTERED LANDSCAPE ARCHITECT, GA #362



Christopher Brothers
LAND SURVEYING, L.L.C.
24 JACKSON STREET
NEWNAN, GEORGIA 30263
(770)253-5195
LSF #32
chrisbros@numail.org
www.christophersurveying.com

RETRACEMENT BOUNDARY SURVEY FOR:
BUD ALLEN
LOCATED IN LAND LOT 23 & 42 | 5TH LAND DISTRICT
CITY OF NEWNAN
COWETA COUNTY, GEORGIA

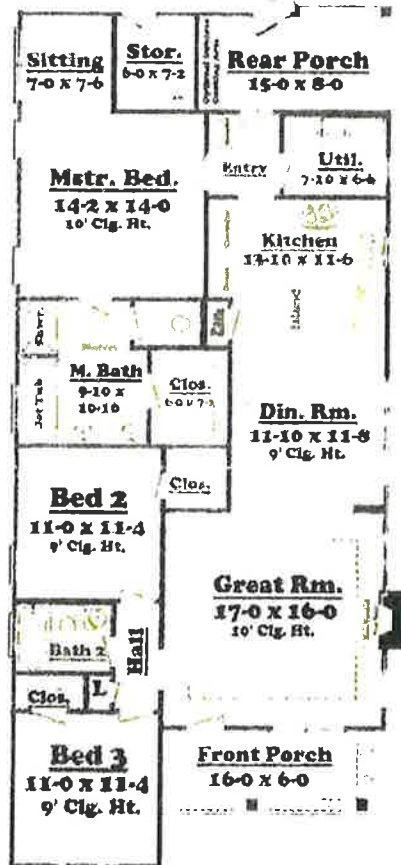
Commercial Typical Elevations

EXHIBIT B
PAGE 2 OF 19

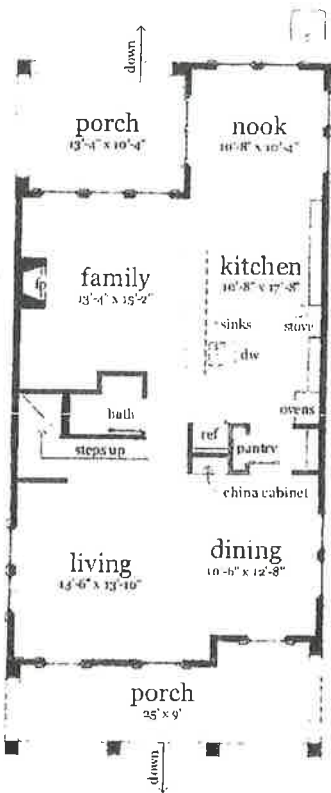


The Nuptse
(detached garage)

EXHIBIT B
PAGE 3 OF 18

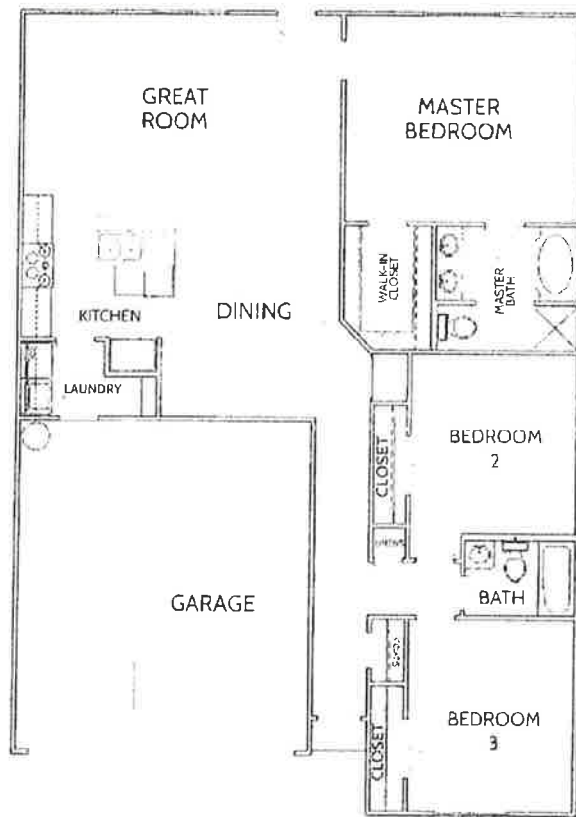


The K2 (detached garage)



The McKinley

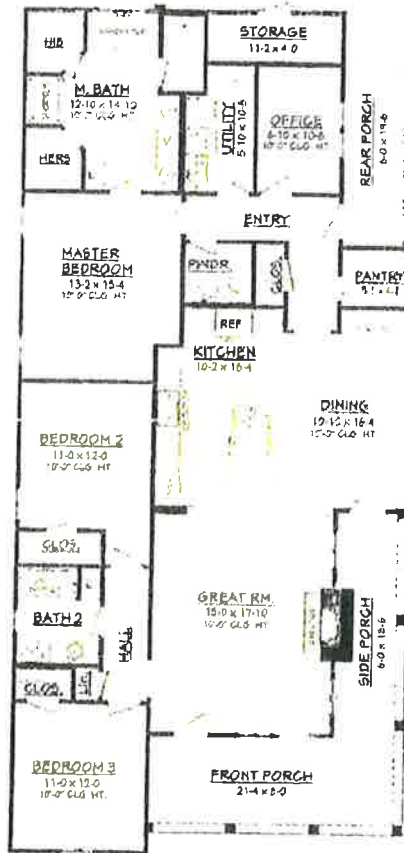
EXHIBIT B
PAGE 5 OF 19



The Killimanjaro

(detached garage)

EXHIBIT B
PAGE 7 OF 19



The Everest



EXHIBIT B
PAGE 9 OF 19





EXHIBIT B
PAGE 11 OF 19



EXHIBIT _____
PAGE _____ OF _____



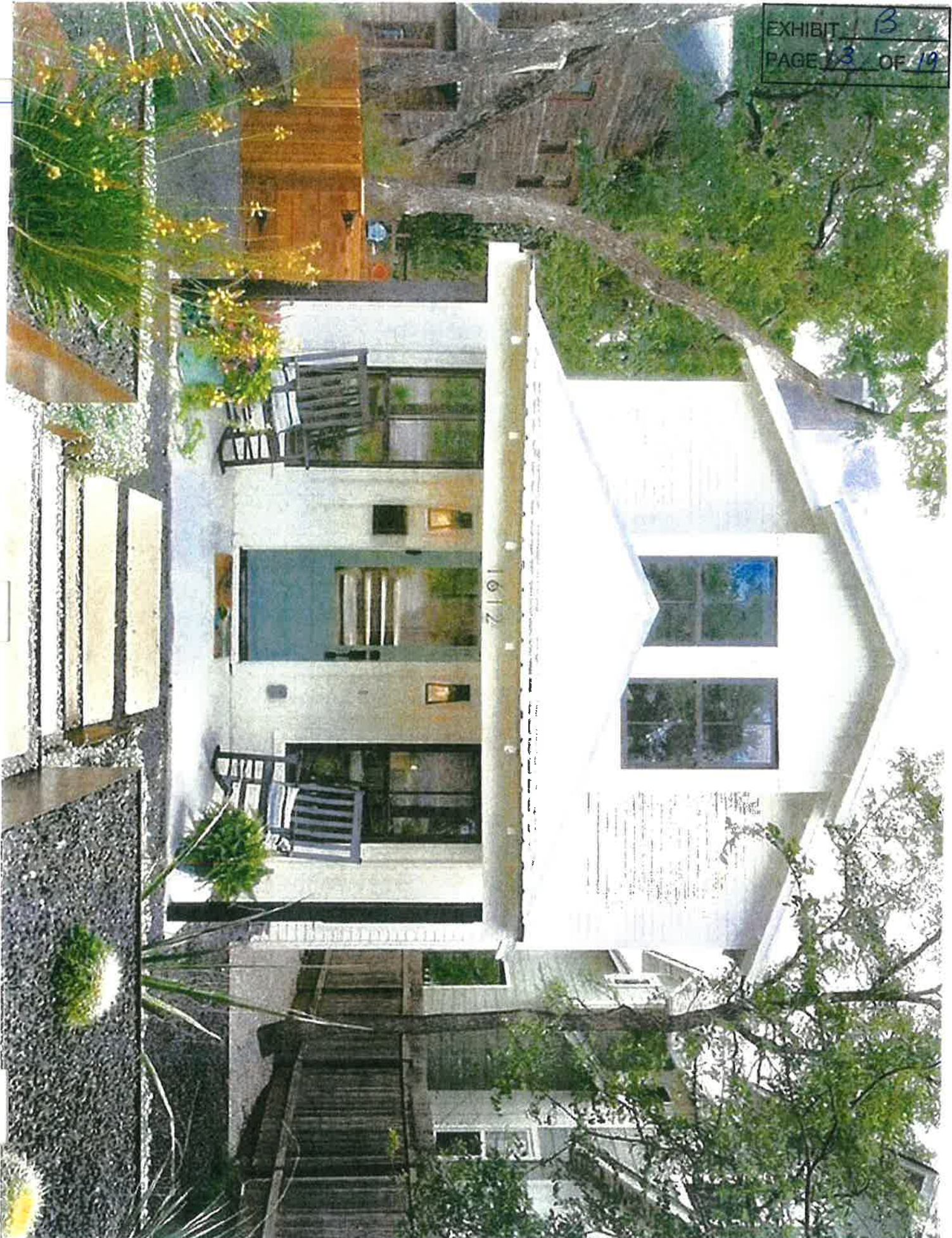












EXHIBIT *B*
PAGE *19*





City of Newnan, Georgia – Mayor and City Council

Annexation Review Form

Date: April 23, 2019

Agenda Item: Annexation Request - Annex2019-01
30.78 ± acres located at 950 North Highway 29
By Dennis Drewyer on behalf of Cathryn and William Sullivan

Prepared and Presented by: Tracy S. Dunnavant, Planning Director

Purpose: A request by Dennis Drewyer on behalf of Cathryn and William Sullivan to annex tax parcel # 073 5088 022 located at 950 North Highway 29 into the City limits.

Background:

Zoning District	County – Rural Conservation (RC)
Requested Zoning	RS-15
Current Land Use	Vacant
Parcel Sizes	A total of 30.78 ± acres

Dennis Drewyer, on behalf of Cathryn and William Sullivan, is requesting the annexation of a total of 30.78 ± acres located at 950 North Highway 29 into the city limits. The requested zoning is RS-15 (Suburban Residential Single Family Dwelling District – Medium Density) to accommodate a future 40 lot residential subdivision.

RS-15 is a district designed for “low density single-family residential dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly, convenient, and attractive residential area.” The zoning ordinance specifies that new RS-15 districts are “most appropriately located adjacent to existing RS-15 districts, in areas in transition between denser residential neighborhoods and less dense neighborhoods, or in areas where the future land use map indicates would be appropriate for low density single-family residential uses”.

Surrounding Zoning Classifications

The tract to be annexed is adjacent to the following:

- North:** RC (County Rural Conservation – residences, church and vacant land)
- East:** RC (County Rural Conservation – residence and vacant land)
- South:** R/W – Highway 29, R-U7 (Future Subdivision) and RC (County Rural Conservation – residence [Lake Ridge Subdivision], vacant land and mobile homes)
- West:** PDR (Avery Park) RC (County Rural Conservation – residences and vacant land)

Surrounding Land Use Pattern

The subject tract is primarily surrounded by a mixture of residential uses and vacant land. There is an existing church across Old Atlanta Highway and some mobile homes across Highway 29. Lot size allowed on the adjacent tracts will vary depending upon whether you are in the City or the County. Across Old Atlanta Highway, there is a Planned Development (Avery Park) with lots as small as 6,000 square feet. To the west, the property is zoned RU-7 which will allow 7,500 square foot lots. To the east and south, the lots must be a minimum of 1 acre per residential unit.

Summary:

Staff analyzed the following criteria prior to formulating a recommendation.

Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The applicant is seeking to annex the property into the City with the intention of developing it for residential purposes. The majority of the surrounding properties are zoned RC (Rural Conservation) in the County with residential homes, mobile homes or vacant land. The adjacent properties in the City are all residential with either a PDR or RU-7 zoning. Staff feels the proposed use of the property as a residential subdivision is an acceptable designation given the surrounding zonings and uses of the neighboring properties.

The RS-15 zoning allows a maximum of 2.5 units per acre while the County's RC zoning allows a maximum of .625 units per acre. Maximum density in the County could yield 19 total lots with implementation of bonus density provisions and a minimum of 35% open space. The maximum density yield in the City would be 76 total units. It should be noted that while these are maximum densities, they may not be obtainable as land dedicated to street right-of-way, buffers, and stormwater ponds must be taken into consideration. In addition, the developer will be required to provide a minimum of 1,000 square feet of open space per lot per City regulations.

Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

If approved, the subject property would be denser than adjacent County zoned properties; however, it would still be a single-family development. There will be additional traffic, but the Engineering Department will make sure that all warranted street improvements will be made to address any traffic concerns including line of sight issues. Also, the applicant has agreed to have both entrances to the property on Old Atlanta Highway with the Highway 29 drive being gated and used for emergency access only.

Are their substantial reasons why the property cannot or should not be used as currently zoned?

The property is currently zoned RC rural conservation in the County. That particular zoning district permits agriculture, forestry, and low density single-family residential land uses. As the petitioner is requesting a residential zoning designation, the property could be used as currently zoned; however only 19 lots would be allowed. Since the petitioner is seeking a total of 40 lots,

they must seek annexation and rezoning as the development would not be permitted under the County's current regulations.

Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

In an effort to ascertain impact, Staff conducted a fiscal impact analysis and sought comments from pertinent departments/agencies, which have been included in this report.

Fiscal Impact Analysis

Methodology:

- Total # of proposed households – 40
- Average # of people per household based on 2017 census projections for Newnan – 2.54
- Total new people added for the subdivision: $40 \times 2.54 = 101$ new persons
- Total 2017 Population based on census projections for Newnan – 36,792
- Total 2015 Daytime Population (*Total resident population (+) Total workers working in area (-) Total workers living in area*) – 56,150

Annual General Fund Expenditures per Operating Category based on 2019 Budget:

- General Government: $\$3,932,085 / (36,792 + 56,150) = \42.31 per person;
 $\$42.31 \times 101 = \mathbf{\$4,273.31}$
- Public Safety: $\$14,731,555 / (36,792 + 56,150) = \158.50 per person; $\$158.50 \times 101 = \mathbf{\$16,008.50}$
- Public Works: $\$3,550,681 / (36,792 + 56,150) = \38.20 per person;
 $\$38.20 \times 101 = \mathbf{\$3,858.20}$
- Sanitation Fund Transfer: $\$140,000 / (36,792 + 56,150) = \$$ = $\$1.51$ per person;
 $\$1.51 \times 101 = \mathbf{\$ 152.51}$
- Street Fund Transfer: $\$200,000 / (36,792 + 56,150) = \$$ = $\$2.15$ per person;
 $\$2.15 \times 101 = \mathbf{\$ 217.15}$
- Community Development: $\$2,926,377 / (36,792 + 56,150) = \31.49 ;
 $\$31.49 \times 101 = \mathbf{\$3,180.49}$
- Other Services (Main Street, Business Development, Carnegie Building): $\$822,202 / (36,792 + 56,150) = \8.85 per person; $\$8.85 \times 101 = \mathbf{\$893.85}$

Projected Annual Expenditures: **\$28,584.01**

Annual Revenues based on 2019 Budget

- Property Taxes: Based on $\$350,000$ home with a 4.0 millage rate = $\$560.00$;
 $\$560.00 \times 40 = \mathbf{\$22,400.00}$
- Sales Tax Generated: $\$7,000,000$ budgeted / $(36,792 + 56,150) = \$75.32$ per person;
 $\$75.32 \times 101 = \mathbf{\$7,607.32}$
- Inspections and Permits: $\$680,000 / (36,792 + 56,150) = \7.32 per person;
 $\$7.32 \times 101 = \mathbf{\$739.32}$

Projected Annual Revenues for the Subdivision: **\$30,746.64**

Up Front Revenues during Construction

- Impact Fees: 40 x \$1,136.07 (residential fee) = **\$45,442.80**
- Permits and Inspections: (2,000 square foot house at \$350,000) \$1,200 x 40 = **\$48,000**

Projected up front revenues for the subdivision: **\$93,442.80**

The fiscal impact analysis shows that the development will result in **\$2,162.63** more in revenues vs. expenditures annually. It should be noted that this figure is an estimate and does not include the upfront revenues from impact fees nor does it take into consideration other funding sources such as home occupation licenses, an increase in LMIG (Local Maintenance and Improvement Grant) funding which is based on population and road miles, and impact on the City's portion of the local option sales tax which is based upon the City's overall percentage of population within the County. These revenue sources are based on "unknowns" which can only be determined when the subdivision is developed.

Fire: Fire Chief Stephen Brown indicated that the City of Newnan Fire Department would be able to service this property. There is also a mutual aid agreement with the County in place if needed.

Police: Police Chief Buster Meadows stated this will result in an increase on calls for service. He stated they can handle the call volume, but it will cut into the response times.

Water and Sewer: According to Scott Tolar, Newnan Utilities will be able to provide water and sewer to the property. The developer will be responsible for all upgrade costs necessary to serve the development.

Engineering: The City Engineer cited the following issues that would need to be addressed during the development phase:

Environmental Concerns:

- The development plan shall follow and comply fully with the Georgia Storm Water Management Manual, latest edition. All storm water management facilities shall be located on open space.
- All streams, wetlands and other environmentally sensitive areas such as, floodplain, and cemeteries shall be determined and located within open space to the extent practically possible. City stream buffers will be 50' undisturbed with an additional 25' impervious surface setback.

Access, Layout, and Road Concerns:

1. The Georgia DOT will have review and permit authority for any work proposed to access Hwy 29 N
2. ADA compliant five (5) foot sidewalks shall be provided on both sides of all streets within the community.

3. All open spaces shall be ADA compliant with sidewalk access and connectivity to the public street system.

Trip Generation Existing Zoning:

This existing site is zoned for RC and is located with Coweta County with **19** single family homes possible. Trip generation from this site was calculated using ITE Trip Generation Manual, 9th edition.

Single-Family Detached Housing: 19 homes

- a. Weekday : 9.52/unit = 181 vpd
- b. Weekday peak AM hour: .77/unit = 15 vph
- c. Weekday peak PM hour: 1.02 /unit = 19 vph
- d. Sunday: 8.62/unit = 164 vpd
- e. Saturday 9.91/ unit = 188 vpd

Trip Generation Proposed Zoning:

This proposed project includes 40 single family residential homes on 30.78 acres. Anticipated trips generated from this project using ITE Trip Generation Manual, 9th edition.

Single-Family Detached Housing: 40 homes

- f. Weekday : 9.52/unit = 381 vpd
- g. Weekday peak AM hour: .77/unit = 31 vph
- h. Weekday peak PM hour: 1.02 /unit = 41 vph
- i. Sunday: 8.62/unit = 345 vpd
- j. Saturday 9.91/ unit = 396 vpd

TRAFFIC GENERATION SUMMARY

DAY	EXISTING TRIPS	PROPOSED TRIPS	DIFFERENCE	% INCREASE
WEEKDAY (vpd)	181	381	+200	110
WEEKDAY AM PEAK (vph)	15	31	+16	107
WEEKDAY PM PEAK (vph)	19	41	+22	115
SUNDAY (vpd)	164	345	+181	110
SATURDAY (vpd)	188	396	+208	111

The anticipated traffic generation from this zoning change is an **increase** on all days of the week. The overall trend would be **more** vehicular traffic onto local roads as a result of this rezoning. The traffic will increase above the existing zoning trips by 111% on average.

The level of increase in traffic will likely result in the need for both left turn lanes and right turn lanes for entrances and will involve coordination with the County Engineering department as it will affect a County maintained section of Old Atlanta Road. The intersection of Howard Hughes and the main entrance may also be made safer with the use of a roundabout. An engineering study will be required to determine best solution for this intersection and will need to be approved in conjunction with Coweta County.

School System: Ronnie Cheek has indicated that school capacity is always an ongoing concern. If approved, the developer would need to provide advance notice of a schedule, proposed build-out time, number of phases, and target market for construction and planning purposes. With the development being limited to 40 units, it is anticipated that the subdivision would generate roughly 88 more school aged children according to national statistics from the 2015 census.

Is the proposed use compatible with the purpose and intent of the comprehensive plan?

The City of Newnan's Comprehensive Plan does not address these particular parcels, as they are presently in the County. However, the Comprehensive Plan in general does identify the lack of available land for future development as a potential issue.

The County staff report specifies that both the Coweta County Future Development Map (2016-2036) and Comprehensive Land Use Plan recommends rural land uses, estate lots and low density single-family residential developments where the County adjoins the city limits. They further state that "while the subdivision as proposed will be denser than what is permitted in the county, the existing vegetation and the ponds adjoining Highway 29 will be preserved which will assist in maintaining the scenic and rural feel of this important transportation corridor."

Will the use be consistent with the purpose and intent of the proposed zoning district?

The applicant is proposing a future residential development; therefore, RS-15 would be an appropriate zoning designation.

Is the proposed use supported by new or changing conditions not anticipated by the comprehensive plan?

As this property is in the County, it is not addressed by the City of Newnan Comprehensive Plan; however, the County Comprehensive Land Use Plan shows that the property would be consistent as a residential subdivision.

Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Staff does feel the proposed use as a residential subdivision reflects a reasonable balance with the conditions recommended in the report and any traffic concerns being mitigated during the plan review phase.

Coweta County Response to the Annexation:

The Coweta County Board of Commissioners was provided information on the annexation and considered the request at their March 12, 2019 meeting. At that time, the Commission voted

not to object to the annexation, but they did ask that the City consider the following if the property is annexed:

1. If the subject annexation is approved, the portion of Old Atlanta Hwy south of Howard Hughes Road along the subject property will be entirely within the City of Newnan's jurisdiction.
2. Since the functional classification of Old Atlanta Highway is a "local" road, the County Engineer recommends that the proposed subdivision's primary entrance on the inside of the curve at Howard Hughes Road would have limited sight distance. Howard Hughes Road is also slightly skewed at its intersection with Old Atlanta Highway, making the proposed entrance at this location less desirable for the County. If the developer and the City desire an entrance aligning with Howard Hughes Road, then widening and geometric improvements would be necessary on each approach.
3. The City of Newnan shall ensure that any impacts to U.S. and State jurisdictional waters on or along the subject property are properly permitted.
4. Stormwater management should meet the requirements of the Metropolitan North Georgia Water Planning District.

Conditions Proffered as Part of the Annexation:

1. Property (as zoned RS-15) shall be limited to a maximum yield of RS-20 density (1.5 units per acre, but designed, approved and developed by RS-15 regulations/lot size.
2. The lots fronting on Old Atlanta Highway shall be provided with a parallel (private) access drive with two (2) entries.
3. The existing driveway to Highway 29 North shall be repaired to emergency vehicle capacity, then gated for access in case of emergency situations where other access is blocked.
4. Photos of front elevations, character, details, and building materials presented as part of the application.
5. Minimum square feet of living space shall be proffered at 2,000 square feet with approximately 60% of space "down" to prohibit a 1,000 square feet over 1,000 square feet box unit.
6. Garages shall face front or side entry, but must utilize carriage house doors with complimentary colors.

Options:

- A. Recommend approval of the applicants' request to annex the subject properties into the corporate limits of Newnan and rezone the property to RS-15
- B. Recommend approval of the annexation and rezoning request with conditions
- C. Recommend denial of the annexation and rezoning request

Planning Commission Recommendation:

Staff has reviewed the application and agrees that the site is appropriate for a residential subdivision. The project is consistent with the Comprehensive Plan's identified need to address the lack of available land within the city limits and it provides a larger lot option with the RS-15 zoning that rarely is sought for annexations and rezonings. In addition, while it is denser than the current zoning allowed in the county, the existing vegetation and ponds will be preserved which will assist in maintaining the scenic and rural feel of the Highway 29 North corridor. Also, both of the subdivision's entrance will be located on Old Atlanta Highway, so there will be no access off Highway 29 except for emergency purposes.

In terms of the proposed housing product, elevations have been provided to show the type of house that will be built. The applicant is willing to proffer a 2,000 square foot home and has indicated that the price point will begin at \$350,000. In addition, the homes will be constructed using a combination of masonry and hardie board with architectural shingles.

The Planning Commission at their March 12, 2019 meeting held a public hearing regarding the rezoning request and voted unanimously to recommend Option "B"; approve the annexation/rezoning request with the following conditions:

1. The development will be consistent with the information and elevations that were provided as part of the annexation application.
2. The development shall be limited to a maximum of 40 lots.
3. Homes will be constructed using masonry products (brick, stone, rock, and cultured stone), hardie board, and architectural shingles. Use of vinyl siding shall be limited to trim work only.
4. An engineering study will be required to determine the best solution for the development's intersection with Howard Hughes Road which will need to be approved in conjunction with Coweta County.
5. Amenities shall consist of pocket parks, pathways, and open space areas to feature the two existing ponds as depicted on the proposed concept plan.
6. The lots fronting on Old Atlanta Highway shall be provided with a parallel (private) access drive with two (2) entries. All private drives shall be developed to city street standards and shall be maintained in perpetuity by the developer/home owner's association.
7. The existing driveway to Highway 29 North shall be repaired to emergency vehicle capacity, then gated for access in case of emergency situations where other access is blocked.
8. Minimum square feet of living space shall be proffered at 2,000 square feet with approximately 60% of space "down" to prohibit a 1,000 square feet over 1,000 square feet box unit.
9. Garages shall face front or side entry, but must utilize carriage house doors with complimentary colors.

10. The architecture shall reflect not only the style and design but the proportion of the primary masonry materials that are shown on the colored renderings provided as part of the application.

Attachments:

- Letter from Applicant
- Annexation Application
- Elevations and Concept Drawings
- Survey
- Location Map
- Service Provider Comments
- Coweta County Staff Report

Previous Discussions with Council: February 12, 2019



ADDRESS
 27 Stones Throw Lane
 Coweta County

- Project Location
- PARCELS
- CITY LIMITS

LEGEND

CITY OF NEWNAN | Project Location

CITY OF NEWNAN
 PLANNING DEPT.
 25 LAGRANGE STREET
 NEWNAN, GEORGIA 30263
www.ci.newnan.ga.us



1 inch = 300 feet



Applicant-owners' Representative:

DENNIS GLENN DREWYER

REGISTERED LANDSCAPE ARCHITECT, GA. #382

15 WOODRIDGE PLACE • NEWNAN, GA. 30265

(770) 328-3222 • drewyer@nmail.org

LAND PLANNING • LANDSCAPE ARCHITECTURE • LAND MANAGEMENT & CONSULTATION

Name City of Newnan. Planning & Zoning

Date Tue Feb. 1, 2019

Address 25 LaGrange Street. 2nd Floor

Old Atlanta Hwy &

Newnan, Georgia. 30263

Job Site Hwy 29 North

Attn: Mrs. Tracy Duvavant, Director

Attached please find my request for Annexation into the City of Newnan... for approx. 32 acres of land and ponds former known as the "Pike" home.

Now owned by direct heirs known as Sullivan's, we would like to be re-zoned as RS-15, accepted into the City Limits, and developed under your codes as a high-end single-family community, with sidewalks, trails, ponds and parks (over 5 times the required Common Area greenspace).

Currently and abandoned but gated house and outbuildings, we would be removing them for the new concept plan, developed under the codes for RS-15. However, we have proffered to only create a maxim number of units allowed in (the lower density) RS-20 and probably even less at 1.25 lots/acre (RS-15 is 2.5 lots/acre!).

Further proffered conditions will provide our entrance on Old Atlanta Hwy, gated emergency only "driveway" on Hwy. 29, and projected home plans & materials that will meet and exceed the city request for quality growth & lifestyle!!

#1,080.00

January 31, 2019



CITY OF NEWNAN, GEORGIA Planning and Zoning Department

25 LaGrange Street
Newnan, Georgia 30263
Office (770) 254-2354
Fax (770) 254-2361

APPLICATION FOR ANNEXATION

The purpose of the Annexation Zoning Policy is to provide a mechanism whereby land, which is subject to annexation by the City of Newnan, shall be evaluated and a zoning district be decided upon to apply to said land upon the annexation becoming final.

Name of Applicant Dennis G. Drewyer

Mailing Address 15 Woodridge Place, Newnan, Ga. 30265

Telephone 770/328-3222 Email: drewyer@numail.org

Property Owner (Use back if multiple names) Cathryn J. Sullivan/William C. Sullivan

Mailing Address 950 Hwy 29 North, Newnan, Ga. 30263

Telephone 678/673-9453 Cathryn Fax 678/590-9554 CAMP

Address/Location of Property #950 Hwy. 29 North, Newnan, Ga. 30263

County Zoning Classification RC Requested Zoning Classification RS-15

Present Land Use Woods, pasture, ponds w/abandoned house & bldgs.

Upon receipt of this application for annexation of property to the City, such application shall be placed on an agenda of the City Council meeting within 60 days of the filing of such application. The City Council shall evaluate the application, and if it is decided that the City will pursue annexation, the zoning request for the property is forwarded to the Planning Commission for a zoning recommendation.

Petitioners for annexation must present to the Planning & Zoning Department the following information:

- A petition for annexation into the City of Newnan, Georgia, which shall be in the form of a letter and include:
 - Petitioner 's Name
 - Mailing Address
 - Contact Telephone Number
 - Address or Tax Map Number of the property(s) proposed for annexation
 - County Zoning Classification(s)
 - Requested Zoning Classification(s)
 - Present Land Use of the property(s)
 - Proposed Land Use of the property(s)
- A completed property owners authorization form (attachment A). If multiple properties are being requested a separate application shall be submitted.
- A legal description of the property(s) and a legal description for each zoning classification being requested.
(same, RS-15)

✓ A survey by a licensed and registered land surveyor (which shall show, at a minimum, the extents of the property, size in acres, adjacent property owners, and the existing city limits line). One paper plat 18" x 24" minimum size and a digital copy in pdf format.

✓ A check in the amount of \$600.00/Plus fees per acre as determined by the requested zoning classification payable to the City of Newnan. $\$600 + 32 \text{ ACS.} \times 15 (\$480) = \$1,080.00$

- Single-Family Zoning Classification.....\$15.00 Per Acre ✓
- Multi-Family Zoning Classification.....\$25.00 Per Acre
- Office/Institutional Zoning Classification.....\$15.00 Per Acre
- Commercial Zoning Classification.....\$25.00 Per Acre
- Industrial Zoning Classification.....\$15.00 Per Acre

✓ A list of all property owners with addresses within 250 feet of the property(s) being annexed.

The City Council may reject the application or refer it to the Planning Commission to consider zoning and other relevant planning issues including whether the proposed annexation meets the intent of the Comprehensive Plan and whether the property should be annexed. If the annexation is to be passed to the Planning Commission, the City shall notify Coweta County of intent to annex within 5 business days of receipt of the request for annexation. This notification shall include all relevant data pertaining to the proposed land use of the area to be annexed. Upon receiving a recommendation from the Planning Commission, the City Council may choose to proceed with annexation of the property. The annexation shall be effective on the last day of the calendar quarter during which the annexation occurred.

The procedure for rezoning of the property is identical to that of a conventional rezoning except the hearing before the Council shall be conducted prior to the annexation of the subject property into the City.

The zoning classification approved by the City following the hearing shall become effective on the later of:

- The date the zoning is approved by the Council, and
- The date the annexation becomes effective pursuant to O.C.G.A. §30-30-4

All annexation into the City of Newnan shall meet all of the requirements for resolution of land use conflicts as required by State House Bill 489 (refer to Article 10, §10-4 of the Newnan Zoning Ordinance).

I do hereby certify that the information provided herein is both complete and accurate to the best of my knowledge, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Ann K. Newmyer
Applicant's Signature

January 31, 2019
Date

FOR OFFICIAL USE ONLY	
DATE RECEIVED	<u>2-1-19</u>
RECEIVED BY	<u>Dean Smith</u>

#930.00

Jan. 31, 2019



CITY OF NEWNAN, GEORGIA Planning & Zoning Department

25 LaGrange Street
Newnan, Georgia 30263
Office (770) 254-2354
Fax (770) 254-2361

APPLICATION TO AMEND ZONING MAP

Note to Applicant: Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline will not be accepted.

Name of Applicant Dennis G. Drewyer

Mailing Address 15 Woodridge Place, Newnan, Ga. 30265

Telephone 770/328-3222 Email: drewyer@numail.org

Property Owner (Use back if multiple names) Cathryn J. Sullivan/William C. Sullivan

Mailing Address 950 Hwy. 29 North, Newnan, Ga. 30263

Telephone 678/673-9453 Cathryn / 678/590-9594 Camp (twins)

Address/Location of Property #950 Hwy. 29 North, Newnan, Georgia 30263

Tax Parcel No.: 073 5088 002 Land Lot 88 & 105

District/Section 5th Size of Property (Square Feet or Acres) ± 32 acs.

Present Zoning Classification: RC (county) Proposed Zoning Classification: RS-15 (city)

Present Land Use: woods, pasture, ponds; abandoned house, out bldgs.

To the best of your ability, please answer the following questions regarding the application:

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable. We hereby request annexation/zoning into the City... which now abuts the property on two sides, with sewer services.

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made. While this site abuts other single-family zonings in the City, we wish to provide a less dense, but "high end" Village as a transition zoning between "Rural"...

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions? Both existing City zonings which abut this property are zoned for high density, as "PD" and "conditional" zonings. We wish to build high-end homes on 35' lots, with only 1.25 units per acre & green-space!

Please attach all the following items to the completed application:

1. A letter of intent giving the details of the proposed use of the property which should include, at a minimum, the following information:
 - What the property is to be used for, if known.
 - The size of the parcel or tract.
 - The zoning classification requested and the existing classification at the filing of this application.
 - The number of units proposed.
 - For non-residential projects, provide the density of development in terms of floor area ratio (FAR).
 - Any proposed buffers and modification to existing buffers.
 - Availability of water and sewer facilities including existing distance to property.
2. Name and mailing addresses of all owners of all property within 250 feet of the subject property (available from the County Tax Assessor records). This is encouraged to be submitted in a mail merge Microsoft Word data file format. *email...copy*
3. Legal description of property. This description must establish a point of beginning; and from the point of beginning, give each dimension bounding the property that the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested. A copy of the deed may substitute for a separate description.
4. A certified plat (stamped and dated) drawn to scale by a registered engineer, architect, land planner, land surveyor, or landscape architect that shall include the following information: *Christopher Bros.*
 - ✓ Boundary survey showing property lines with lengths and bearings
 - ✓ Adjoining streets, existing and proposed, showing right-of-way
 - ✓ Locations of existing buildings dimensioned and to scale, paved areas, dedicated parking spaces, and other property improvements
 - ✓ North arrow and scale
 - ✓ Adjacent land ownership, zoning and current land use
 - ✓ Total and net acreage of property
 - ✓ Proposed building locations
 - ✓ Existing and proposed driveway(s)
 - ✓ Lakes, ponds, streams, and other watercourses
 - ✓ Floodplain, wetlands, and slopes equal to or greater than 20 percent
 - ✓ Cemeteries, burial grounds, and other historic or culturally significant features
 - ✓ Required and/or proposed setbacks and buffers
5. ✓ Submit one (1) copy in an 18" x 24" format and one copy in a pdf digital file format.
6. ✓ Completed Proffered Conditions form.
7. ✓ Completed Disclosure of Campaign Contributions and Gifts form.
8. ✓ If the applicant and the property owner are not the same, complete the Property Owner's Authorization form and/or the Authorization of Attorney form.
9. ✓ For multiple owners, a Property Owner's Authorization form shall be submitted for each owner.
10. *n/a* A community impact study must be submitted if the development meets any of the following criteria:
 - Office proposals in excess of 200,000 gross square feet
 - Commercial proposals in excess of 250,000 gross square feet
 - Industrial proposals which would employ over 500 persons
 - Multi-Family proposals in excess of 150 units

11. *n/a* A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.

12. *✓* Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:

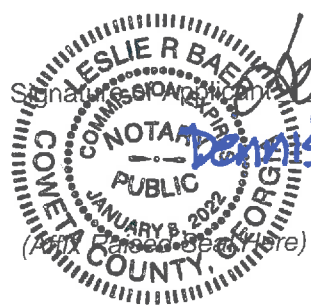
- Single-Family Application..... *# 980.00 (PS.15) >* \$500.00/Plus \$15.00 Per Acre *x32*
- Multi-Family Application..... \$500.00/Plus \$25.00 Per Acre
- Office/Institutional Application..... \$500.00/Plus \$15.00 Per Acre
- Commercial Application..... \$500.00/Plus \$25.00 Per Acre
- Industrial Application..... \$500.00/Plus \$15.00 Per Acre
- Mixed Use Application..... \$500.00/Plus Per Acre fee based upon proposed land use.
- Planned Development Application..... \$500.00/Plus per Acre fee based upon proposed land use.
- Overlay Zoning Application..... \$350.00

PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.

I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Sworn to and subscribed before me this 31 day of January, 2019

Leslie R. Bae...
Notary Public



Dennis G. Drenyer, Planner

FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE: _____

RECEIVED BY: Tracy S. Dunnivant

DATE OF FILING: 02/01/19

FILING FEE RECEIVED: \$1,080.00

DATE OF NOTICE TO NEWSPAPER: _____

DATE OF PUBLIC HEARING: _____

PLANNING COMMISSION RECOMMENDATION (DATE): _____

DATE OF TRANSMITTAL TO CITY COUNCIL: _____

CITY COUNCIL DECISION (DATE): _____

PAYMENT DATE
 02/04/2019
COLLECTION STATION
 Comm Dev
RECEIVED FROM
 Dennis G. Drewyer
DESCRIPTION
 Annexation Application - 950 Hwy 29 North

City of Newnan
 25 LaGrange Street
 PO Box 1193
 Newnan, Georgia 30264

BATCH NO.
 2019-02000049
RECEIPT NO.
 2019-00000870
CASHIER
 Tina Fronebarger

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																														
REZN	Rezoning/Annexation Fee Annexation Application - 950 Hwy 29 North 100.11.1111 Cash \$1,080.00 100.00.32.2215 Planning & Zoning Regulatory Fees \$1,080.00 Payments: <table border="1" data-bbox="467 655 1185 1012"> <thead> <tr> <th>Type</th> <th>Detail</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Check</td> <td>2759</td> <td>\$1,080.00</td> </tr> <tr> <td colspan="2">Total Cash</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Check</td> <td>\$1,080.00</td> </tr> <tr> <td colspan="2">Total Charge</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Wire</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Other</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Remitted</td> <td>\$1,080.00</td> </tr> <tr> <td colspan="2">Change</td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Total Received</td> <td>\$1,080.00</td> </tr> </tbody> </table>	Type	Detail	Amount	Check	2759	\$1,080.00	Total Cash		\$0.00	Total Check		\$1,080.00	Total Charge		\$0.00	Total Wire		\$0.00	Total Other		\$0.00	Total Remitted		\$1,080.00	Change		\$0.00	Total Received		\$1,080.00	\$1,080.00
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Total Remitted		\$1,080.00																														
Change		\$0.00																														
Total Received		\$1,080.00																														
Total Amount:		\$1,080.00																														

Customer Copy

ALL THAT TRACT OR PARCEL OF LAND situated, lying and being located in land lots 88 and 105 of the 5th Land District, Coweta County, Georgia, the same and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, First, Start at the intersection formed by the centerline of Lake Ridge Way and the centerline of U.S. Highway 29; thence N 34°34'21" E a distance of 282.46' to a point on the westerly 20' offset line from U.S. Hwy 29 centerline; thence N 39°01'30" E a distance of 26.22' along said 20' offset line; thence N 39°01'30" E a distance of 251.78' along said 20' offset line to a ½" iron rebar found in concrete and the TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

thence N 84°31'06" W a distance of 576.22' leaving said westerly 20' offset line of U.S. Highway 29 to a ½" iron rebar found ;

thence S 82°02'10" W a distance of 254.00' to a ½" iron rebar found;

thence S 01°15'16" E a distance of 250.00' a ½" iron rebar found on the City Limits of Newnan;

thence S 88°44'44" W a distance of 194.33' along said City Limits Line to a iron rebar set;

thence N 18°56'38" W a distance of 332.26' along said City Limits Line to a iron rebar set;

thence S 89°10'45" W a distance of 120.28' along said City Limits Line to a concrete monument found on the easterly apparent 80' right-of-way of Old Atlanta Highway;

(The following 5 courses and distances are alone the easterly apparent 80' right-of-way of Old Atlanta Highway)

1. thence with a curve turning to the right with an arc length of 346.30', with a radius of 20215.68', with a chord bearing of N 20°27'14" E, with a chord length of 346.30';
2. thence N 21°14'45" E a distance of 313.36';
3. thence with a curve turning to the right with an arc length of 329.51', with a radius of 1244.36', with a chord bearing of N 29°11'53" E, with a chord length of 328.55';
4. thence with a compound curve turning to the right with an arc length of 384.85', with a radius of 15660.42', with a chord bearing of N 37°25'03" E, with a chord length of 384.84';
5. thence N 38°03'55" E a distance of 104.95' to a ½" iron rebar set;

thence S 44°57'05" E a distance of 1167.15' to a ½" iron rebar set;

thence S 03°06'13" E a distance of 190.45' to a point on the westerly 20' offset line from the centerline of U.S. Highway 29;

thence S 38°59'08" W a distance of 454.95' along said westerly 20' offset line to a ½" iron rebar found in concrete and the TRUE POINT OF BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.

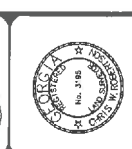
Property contains 30.78 acres

NO.	REVISIONS	DATE

GRAPHIC SCALE - FEET 1" = 100'

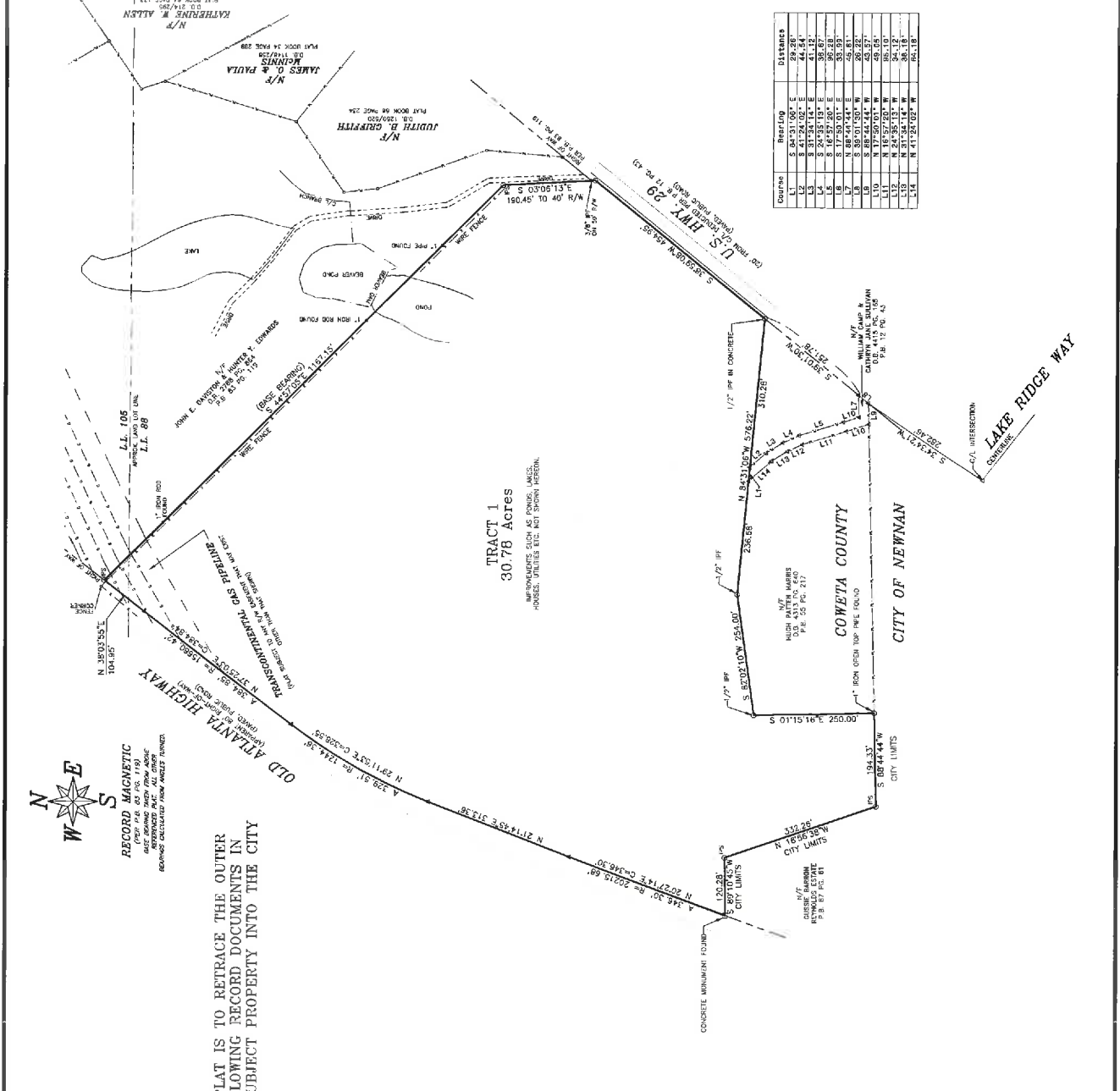
RETRACTMENT BOUNDARY SURVEY FOR:
WILLIAM CAMP & CATRYN JANE SULLIVAN
 LOCATED IN LAND LOT 86 & 105 5TH LAND DISTRICT
 COWETA COUNTY, GEORGIA

Christopher Brothers
 LAND SURVEYORS, LLC
 24 JACKSON STREET
 NEWMAN, GEORGIA 30263
 LSF #32
 (770)253-5195
 www.christophersurveying.com



DRAWING DATE: 02/07/2019
 LAST FIELD WORK DATE: 01/21/2019
 DRAWING: 2019-FEBRUARY
 DISK: P5P-R6089.DWG
 SCALE: 1" = 100'
 DRAWN BY: CAMP

SHEET: 1 OF 1



ANNEXATION AND RE-ZONING PLAT:

THE PURPOSE OF THIS SURVEY AND PLAT IS TO RETRACE THE OUTER BOUNDARIES AS DESCRIBED IN THE FOLLOWING RECORD DOCUMENTS IN ORDER TO RE-ZONE AND ANNEX THE SUBJECT PROPERTY INTO THE CITY OF NEWMAN:

SUBJECT RECORD DOCUMENTS:
 DEED BOOK 4415 - PAGE 165
 PORTIONS OF PLAT BOOK 12 PAGE 43

LEGEND

1/4" = PROPERTY LINE
 1/8" = FENCE
 1/2" = RIGHT-OF-WAY FENCE
 3/4" = ALUMINUM PIPE FENCE
 1" = IRON PIPE FENCE
 1 1/2" = IRON PIPE FENCE
 2" = IRON PIPE FENCE
 3" = IRON PIPE FENCE
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 24" = IRON PIPE FENCE
 30" = IRON PIPE FENCE
 36" = IRON PIPE FENCE
 42" = IRON PIPE FENCE
 48" = IRON PIPE FENCE
 54" = IRON PIPE FENCE
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 72" = IRON PIPE FENCE
 84" = IRON PIPE FENCE
 96" = IRON PIPE FENCE
 108" = IRON PIPE FENCE
 120" = IRON PIPE FENCE
 144" = IRON PIPE FENCE
 168" = IRON PIPE FENCE
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 3552" = IRON PIPE FENCE
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 4224" = IRON PIPE FENCE
 4320" = IRON PIPE FENCE
 4416" = IRON PIPE FENCE
 4512" = IRON PIPE FENCE
 4608" = IRON PIPE FENCE
 4704" = IRON PIPE FENCE
 4800" = IRON PIPE FENCE
 4896" = IRON PIPE FENCE
 4992" = IRON PIPE FENCE
 5088" = IRON PIPE FENCE
 5184" = IRON PIPE FENCE
 5280" = IRON PIPE FENCE
 5376" = IRON PIPE FENCE
 5472" = IRON PIPE FENCE
 5568" = IRON PIPE FENCE
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 18624" = IRON PIPE FENCE
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 19488" = IRON PIPE FENCE
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 19776" = IRON PIPE FENCE
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 3

FORMER FIRE PROPERTY:

SIGNED / NOTARIZED



City of Newnan, Georgia
Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner (S) Cathryn J. Sullivan William C. Sullivan

Telephone Number 678-673-9453 (Cathryn) 678-590-9554 (Camp)

Address of Subject Property 950 Hwy 29N

Newnan, GA 30263

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

Cathryn J. Sullivan
Signature of Property Owner (S)

William C. Sullivan

Personally appeared before me

Cathryn J. Sullivan and
William C. Sullivan

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

Dianne M. Ferrell
Notary Public



(Affix Raised Seal Here)

2/1/2019
Date



City of Newnan, Georgia

Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on Feb. 1st, 2019 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

"HILLTOP" ... single-family ±40 lots on Rte. 29 N. (RS-15)

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

land plans... Dennis G. Drenyer, Applicant

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
<u>n/a</u>	<u>—</u>	<u>—</u>

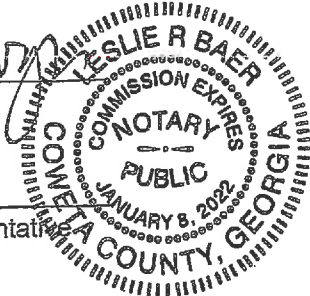
I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Dennis G. Drenyer
Signature of Applicant

Dennis G. Drenyer
Type or Print Name and Title
Applicant - Land Planner

n/a
Signature of Applicant's Representative

Type or Print Name and Title



[Signature]
Signature of Notary Public Date

(Affix Raised Seal Here)

¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.
(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

- Property (as zoned RS-15) shall be limited to a maximum yield of RS-20 density (1.5 units/ac.) but designed, approved, and developed by RS-15 regulations/lot size.
- The lots fronting Old Atlanta Hwy shall be provided with a parallel (private) access drive with two (2) entries.
- The existing driveway to Hwy. 29 North shall be repaired to emergency vehicle capacity, then gated for access in case of emergency situations where other access is blocked.

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

- Photos of front elevations, character, details, and building materials are presented for consideration...
- Minimum square feet of Living Space shall be proffered at 2000sqft, with approx. 60% of space "down". (This prohibits the 1,000sqft over 1,000sqft square box unit!)
- Garages shall face front or side entry - but must utilize "carriage house" doors w/complimentary colors.

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

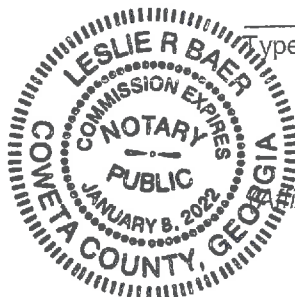
Dennis G. Tremyer
Signature of Applicant

Dennis G. Tremyer
Type or Print Name and Title

n/a
Signature of Applicant's Representative

Type or Print Name and Title

Leslie R. Baer 1-31-19
Signature of Notary Public Date



(X Raised Seal Here)

"HILLTOP" RESIDENTIAL VILLAGE

±40 LOT SUBDIVISION TO BE ZONED RS.15...
ANNEXATION INTO CITY OF NEWNAN (±32 ACS.)
(MAXIMUM DENSITY 1.5 LOT/AC; 15,000 # LOTS)

SITE STANDARDS:

- MINIMUM LOT SIZE: 15,000 SQ'. (85'x180')
- MAXIMUM DENSITY: 2.5/ACRE (80 LOTS)
- PROPOSED DENSITY: 1.25/ACRE (40 LOTS)
- BLDG. SETBACKS: 30' FRONT, BLDG. LINE
12'-SIDE; 35'-REAR, 30' SIDE STREET
- MINIMUM LOT WIDTH: 85' WIDE FRONT/BLDG.
ON CUL DE SAC: 35' FRONTAGE R/W
- PRINCIPAL LIVING SPACE: 1,800 SF+
- OPEN SPACE REQUIRED: 1,000 SQ'/LOT
OPEN SPACE SHOWN: 5,000 SQ'/LOT (5X)

APPLICANT/OWNERS' REP:

DENNIS G. DREWYER, GA. REG. #382
LANDPLANNER/ZONING FACILITATOR
15 WOODRIDGE PLACE · NEWNAN · 30265
770/328-3222 drewyer@numail.org

DOC# 014606
FILED IN OFFICE
8/15/2016 09:04 AM
BK:4415 PG:165-166
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$0.00 ✓

PT-61 038-2016-004617

Return to:
George C. Rosenzweig
Rosenzweig, Jones, Home & Griffis, P.C.
P.O. Box 220
Newnan, Georgia 30263

ASSENT TO DEVISE

STATE OF GEORGIA
COUNTY OF COWETA

WHEREAS, **BETTY JANE P. PIKE** died a resident of Coweta County, Georgia, on the 2nd day of March, 2016, leaving a Will which has been probated in solemn form in said County at the regular term of the Court of Probate thereof; and

WHEREAS, under the terms of said Will the following described property was devised to **WILLIAM CAMP SULLIVAN** and **CATHRYN JANE SULLIVAN**;

A certain tract or parcel of land, with improvements thereon, containing 32 acres, more or less, situate, lying and being in Land Lots 88 and 105, Fifth Land District, Coweta County, Georgia, described more particularly as follows:

Begin at the point of intersection of the North line of the Reynolds Property, with the Westerly side of the right of way of U.S. Highway 29, and run thence South 88 degrees West 41 feet to an iron pipe; thence Northwesterly along the Westerly side of a Twenty (20) foot driveway 280 feet; thence North 85 degrees 25 minutes West 237 feet; thence South 81 degrees 52 minutes West 254 feet to an iron; thence South 2 degrees East 250 feet to an iron on the North line of the property of Reynolds; thence South 88 degrees West 195 feet; thence North 20 degrees West 333 feet; thence South 89 degrees West to the Easterly side of the Right of Way of the Old Atlanta Road; thence Northerly along the Westerly side of said Old Atlanta Road to the South line of the property of Hancock; thence South 45 degrees East 1215 feet, more or less, to a Railroad iron; thence South 2 degrees East to a fence corner on the Westerly side of the Right of way of U. S. Highway 29; thence Southwesterly along the Westerly side of the Right of Way of said U. S. Highway 29 to a point 278 feet North 38 degrees 05 minutes East from the beginning point; thence North 85 degrees 25 minutes West 313 feet to the Easterly side of said Twenty (20) foot Driveway; thence Southeasterly along the Easterly

side of said Twenty (20) foot Driveway 255 feet; thence North 88 degrees East 40 feet to the Westerly side of the Right of way of U. S. Highway 29; thence South 38 degrees 05 minutes West along the Westerly side of said Right of Way to the point of beginning.

This being a part of the property shown on a plat of survey of the property of R. L. Moncrief made by T. Y. Maddox, Surveyor, dated February 3, 1931, revised July 10, 1939, amended March 15, 1948, of record in Plat Book 12, Page 43 and the Driveway shown on the plat made by T. Y. Maddox, Surveyor, dated February 3, 1969, and of record in Plat Book 12, Page 43, both in the Office of the Clerk, Coweta Superior Court, reference to which plats are hereby made for the metes, bounds, courses and distances of said tract.

Said property is conveyed subject to all existing easements and right of ways.

WHEREAS, the undersigned duly qualified as Executor of the Estate of the said BETTY JANE P. PIKE and is now administering the Estate under the terms of said Will; and it has been determined that all debts and claims against the Estate have been fully paid and/or sufficient assets remain in the Estate to pay those claims.

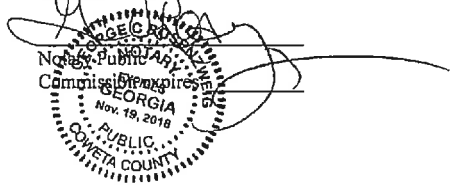
NOW, THEREFORE, the undersigned, as Executor of the Will of the said BETTY JANE P. PIKE hereby assents to the devise of said property under the terms of said Will, so that title thereto is vested in the said WILLIAM CAMP SULLIVAN and CATHRYN JANE SULLIVAN as provided in said Will.

WITNESS my hand and seal this 12 day of August, 2016.

Signed, sealed and delivered
this 12 day of August 2016

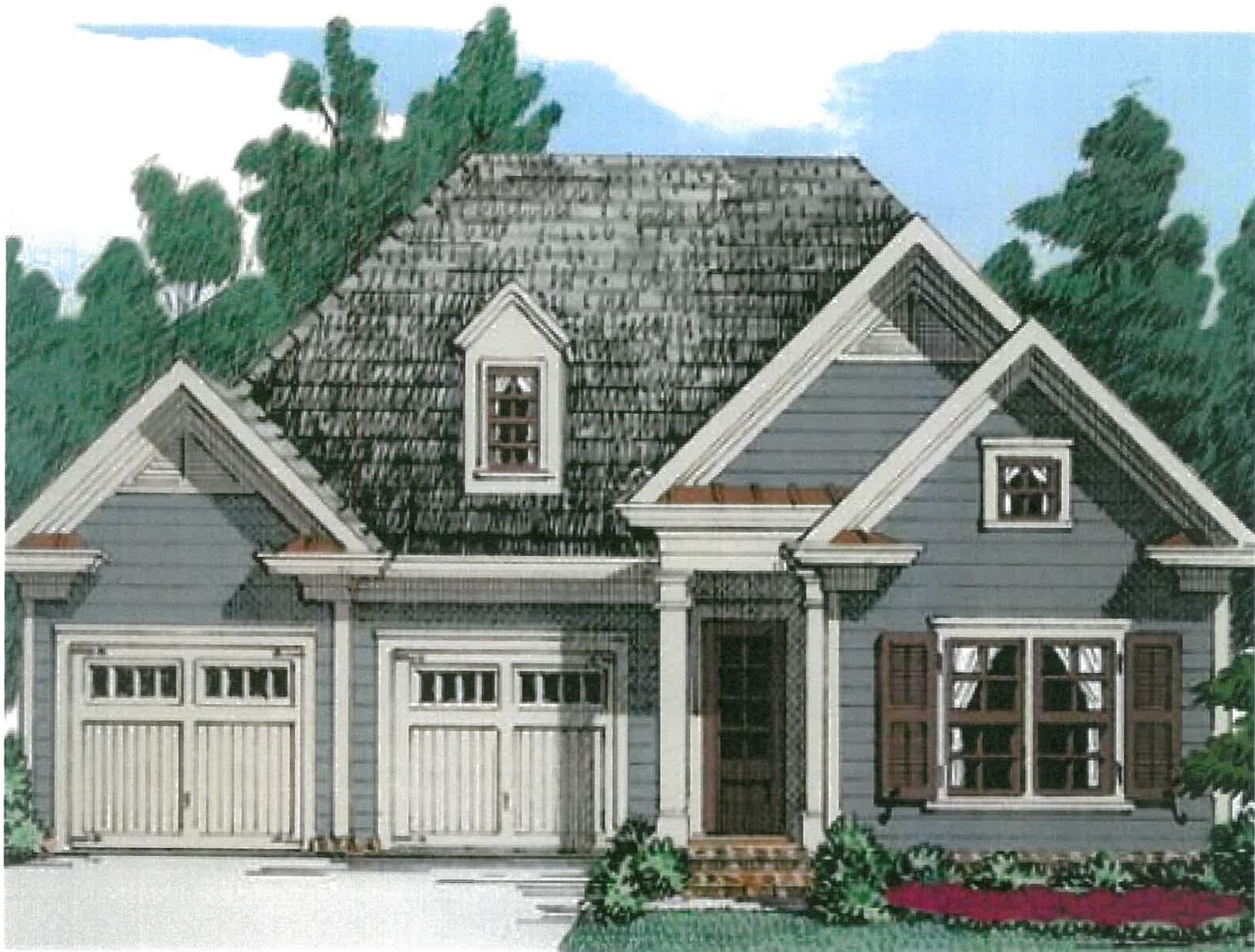
Ginger Groce (SEAL)
GINGER GROCE,
Executor Under the Last Will and Testament
of BETTY JANE P. PIKE, Deceased

Marcy K. Williams
Witness



Ferry





Igar Hill

1 SL-1904





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Frank Betz Associates



Fritz Kepraw
2018



Copyright © 2018
Frank Betz Associates





Copyright © 2018
Frank Betz Associates



"HILLTOP" RESIDENTIAL VILLAGE

140 LOT SUBMISSION TO BE ZONED RS-15
ANNEXATION INTO CITY OF NEWMAN (432 AC)
(MAXIMUM DENSITY 15 LOT/AC, 15,000 PLOTS)

SITE STANDARDS:

- MINIMUM LOT SIZE: 15,000 SQ' (85'x180')
- MAXIMUM DENSITY: 25/ACRE (80 LOTS)
- PROPOSED DENSITY: 125/ACRE (40 LOTS)
- BLDG. SETBACKS: 30' FRONT, BLDG. LINE 12' SIDE, 35' REAR, 30' SIDE STREET
- MINIMUM LOT WIDTH: 85' WIDE FRONT/BLDG. ON CUL-DE-SAC: 35' FRONTAGE R/W
- PRINCIPAL LIVING SPACE: 1,000 SQ'
- OPEN SPACE REQUIRED: 1,000 SQ' LOT
- OPEN SPACE SHOWN: 5,000 SQ' LOT (5%)

land.plans

15 WOODBRIDGE PLACE - NEWMAN, GA 30266
(770) 928-9222 - DENVER@LANDPLANS.COM

DENNIS GLENN DREWYER
REGISTERED LANDSCAPE ARCHITECT, GA #392
APPLICANT - OWNERS' REPRESENTATIVE
LAND PLANNING - LANDSCAPE ARCHITECTURE - LAND MANAGEMENT & SITE SERVICES



GRID NORTH
(FOR WEST ZONE)

File Property @ Hwy 29

1:1000 Scale
1 inch = 100 feet

DATE: 11/15/2011
PROJECT: HILLTOP RESIDENTIAL VILLAGE
SUBMITTER: DENNIS GLENN DREWYER
REVISIONS:
1. 11/15/2011: INITIAL SUBMISSION
2. 11/15/2011: REVISIONS TO SITE STANDARDS
3. 11/15/2011: REVISIONS TO LOT LAYOUT
4. 11/15/2011: REVISIONS TO ROAD LAYOUT
5. 11/15/2011: REVISIONS TO UTILITIES
6. 11/15/2011: REVISIONS TO LANDSCAPE
7. 11/15/2011: REVISIONS TO SITE PLAN
8. 11/15/2011: REVISIONS TO SITE PLAN
9. 11/15/2011: REVISIONS TO SITE PLAN
10. 11/15/2011: REVISIONS TO SITE PLAN



HOWARD HUGHES ROAD

BALEWIN COURT

OLD ATLANTA HWY.

N. HWY. 29

LAKE RISE WAY



± 1,980 LIN. FT. ROAD (+ DITCH CROSSING)
± 400' EXIST. DRIVEWAY RESTORE
± 850' NEW ALLEYS DRIVE (20' WIDE)



The City of Newnan, Georgia

Public Works Department

2/28/2019

Engineering Department Review

Annexation and Rezoning Request:

- 073 5088 002
- 30.78 acres
- 40 lots proposed

Environmental Concerns:

1. The development plan shall follow and comply fully with the Georgia Storm Water Management Manual, latest edition. All storm water management facilities shall be located on open space.
2. All streams, wetlands and other environmentally sensitive areas such as, floodplain, and cemeteries shall be determined and located within open space to the extent practically possible. City stream buffers will be 50' undisturbed with an additional 25' impervious surface setback.

Access, Layout, and Road Concerns:

1. The Georgia DOT will have review and permit authority for any work proposed to access Hwy 29 N
2. ADA compliant five (5) foot sidewalks shall be provided on both sides of all streets within the community.
3. All open spaces shall be ADA compliant with sidewalk access and connectivity to the public street system.

Trip Generation Existing Zoning:

This existing site is zoned for RC and is located with Coweta County with **19** single family homes possible. Trip generation from this site was calculated using ITE Trip Generation Manual, 9th edition.

Single-Family Detached Housing: 19 homes

- a. Weekday : $9.52/\text{unit} = 181 \text{ vpd}$

- b. Weekday peak AM hour: .77/unit = 15 vph
- c. Weekday peak PM hour: 1.02 /unit = 19 vph
- d. Sunday: 8.62/unit = 164 vpd
- e. Saturday 9.91/ unit = 188 vpd

Trip Generation Proposed Zoning:

This proposed project includes 40 single family residential homes on 30.78 acres. Anticipated trips generated from this project using ITE Trip Generation Manual, 9th edition.

Single-Family Detached Housing: 40 homes

- f. Weekday : 9.52/unit = 381 vpd
- g. Weekday peak AM hour: .77/unit = 31 vph
- h. Weekday peak PM hour: 1.02 /unit = 41 vph
- i. Sunday: 8.62/unit = 345 vpd
- j. Saturday 9.91/ unit = 396 vpd

TRAFFIC GENERATION SUMMARY

DAY	EXISTING TRIPS	PROPOSED TRIPS	DIFFERENCE	% INCREASE
WEEKDAY (vpd)	181	381	+200	110
WEEKDAY AM PEAK (vph)	15	31	+16	107
WEEKDAY PM PEAK (vph)	19	41	+22	115
SUNDAY (vpd)	164	345	+181	110
SATURDAY (vpd)	188	396	+208	111

The anticipated traffic generation from this zoning change is an **increase** on all days of the week. The overall trend would be **more** vehicular traffic onto local roads as a result of this rezoning. The traffic will increase above the existing zoning trips by 111% on average.

The level of increase in traffic will likely result in the need for both left turn lanes and right turn lanes for entrances and will involve coordination with the County Engineering department as it will affect a County maintained section of Old Atlanta road. The intersection of Howard Hughes and the main entrance may also be made safer with the use of a roundabout. An engineering study will be required to determine best solution for this intersection and will need to be approved in conjunction with Coweta County.



**NEWNAN POLICE DEPARTMENT
CITY OF NEWNAN**

1 Joseph Hannah Blvd
P.O. Box 1193
Newnan, GA 30264
770-254-2355
FAX: 678-423-4130

February 22, 2019

**To: Tracy Dunnavant
Planning and Zoning Director**

Reference: Annex2019-01

Dear Mrs. Dunnavant,

In reviewing historical information concerning number of calls for service, response time, and number of officers, following is the impact to the police department services for the 40 single-family units that will occupy this site.

The numbers are projected with 35 Officers being used to determine calls per officers. These 35 officers are patrol officers who will normally be the first responders to any call for service.

Annual Calls for service	Estimated Population	Calls per citizen	Calls per Officer	Estimated occupants each new resident	Calls per additional resident	Additional calls per Officer	Estimated time on each call	Response time
54,954	34,000	1.62	1,571	2.55	166	5	1 hour	5 min.

While these numbers may appear to be low in number, it does take an officer off the street longer than just taking information, and filing a report.

We would be able to service this development, but it would require a longer response time.

Respectfully,

**Douglas L. Meadows
Chief of Police**

February 26, 2019

Attn: Tracy S. Dunnavant
Planning & Zoning Director
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

REF: Proposed Annexation Request – Annex 2019-01

Dear Ms. Dunnavant,

I am writing per your request to confirm that Newnan Utilities will be the water and sewer service provider for the above referenced project. At this time, Newnan Utilities also has ample capacity to serve this proposed facility, based on the following information:

1. Parcel Number 073 5088 002
2. 30.78 Acres
3. Sanitary Sewer:
 - a. Developer shall connect to Newnan Utilities Sanitary Sewer System.
 - b. Developer is responsible for all upgrade cost necessary to serve said property, but not limited to:
 - i. Design and Construction of development sanitary sewer system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.
 - iii. Cost for analyzing existing sanitary sewer system by an engineer firm approved by Newnan Utilities.
 - iv. Existing sanitary sewer upgrades to handle proposed development. This is to include any lift station upgrades, gravity sanitary sewer upgrades, sanitary sewer force main upgrades, and any other upgrades deemed necessary by Newnan Utilities.
 - v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.
 - vi. Sanitary Sewer Impact fees associated with connection to Newnan Utilities Sanitary Sewer System.

4. Water:

- a. Developer shall connect to Newnan Utilities Water System.
- b. Developer is responsible for all upgrade cost necessary to serve said property, but not limited to:
 - i. Construction of development water system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Water System.
 - iii. Cost for analyzing existing water sewer system by an engineer firm approved by Newnan Utilities.
 - iv. Existing water upgrades to handle proposed development. This is to include water system upgrades, fire protection upgrades, and any other upgrades deemed necessary by Newnan Utilities.
 - v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.

Please let me know if you have any questions or need additional information.

Sincerely,



Scott Tolar, P.E.
Newnan Utilities
(770) 301-0245



NEWNAN FIRE DEPARTMENT

23 JEFFERSON STREET • NEWNAN, GA 30263
770-253-1851 (P) • 770-638-8678 (F)



Stephen R. Brown, Fire Chief

February 21, 2019

To: Tracy Dunnavant

Ref: Annexation Request
Annex 2019-01
Parcel # 073 5088 002

Dear Tracy,

I have reviewed your request on concerning the Annexation Request of, Parcel # 073 5088 002.

And I have determined that we have the adequate personnel and equipment to service this location.

Thank you,

Chief Stephen Brown

Newnan Fire Department

Coweta County School System

170 Werz Industrial Blvd.
Newnan, GA 30263
Phone: 770-254-2750

March 1, 2019

Tracy Dunnavant
Planning Director
City of Newnan
25 LaGrange Street
Newnan, GA 30263

Re: Annexation Request Annex 2019-01

Ms. Dunnavant,

We have reviewed the annexation request referenced above and offer the following comments based on the information provided:

This application request annexation of 30.78 acres from Coweta County into the City of Newnan. If approved, this request would create a higher density zoning designation than the current zoning for this parcel. This may present challenges when planning for school enrollment and meeting student needs. Due to the higher density housing in the area of the proposal, school capacity is an ongoing concern. Many of the schools serving that area are at or near capacity. If approved, we would request that the developer provide us advanced notice of the following information for our planning purposes:

What is the construction schedule for the project?

What is the proposed build-out timeline

Will the project be built in phases?

Will there be a targeted market, e.g., senior citizens?

Thank you for the opportunity to provide feedback.

Sincerely,

Ronnie Cheek

Ronald C. Cheek
Director of Facilities
Coweta County Schools
(770)254-2750 x203
ronnie.cheek@cowetaschools.net

cc: Vince Bass

Inter-Office Memorandum to: Board of Commissioners

From: Angela B. White, Asst Dir/Community Development

Date: March 5, 2019

Re: Proposed Annexation, City of Newnan
HB 2 Annexation Procedures
Applicant: Sullivan, Cathryn & William
30.78 acres located at 950 N. Hwy 29, Newnan
Tax ID# 073 5088 002
Petition # AN 001-19
3rd Commission District

The City of Newnan is proposing the annexation of 30.786± acres located at 950 N. Hwy 29, Newnan. The applicants, Cathryn & William Sullivan are requesting the City of Newnan's zoning of RS-15 (Suburban Residential Single-Family Dwelling District – Medium Density) to accommodate a proposed 40-unit single-family residential subdivision with access off Old Atlanta Highway.

Various county departments have reviewed the annexation proposal and specifically identified their comments as follows:

Building Department

The Building Department does not have any concerns regarding this proposed annexation.

Emergency Management/ E-911

The Office of Emergency Management / 911 has no concerns with this request.

Water and Sewage Authority

No comment

Fire Department

The Fire Marshal's Office has no objections to this request.

Environmental Health

The CCEHD has no objection to the above referenced request. Project will be served by municipal water and sewer. If you have any questions, please contact our office.

Public Works/Transportation

The City of Newnan is proposing to annex approximately 30.789 acres located at 950 N. Hwy 29. The subject property is proposed to be rezoned from Coweta County's RC (Rural Conservation) zoning district to the city's RS-15 (Suburban Residential Single-Family Dwelling-Medium Density) zoning district. The applicant proposes to develop a 40-unit single-family residential subdivision with primary access off of Old Atlanta Highway. An existing driveway off of US 29 is proposed for "emergency vehicle access".

If the subject property were developed under Coweta County's RC zoning, it could yield a maximum of 19 single family lots/units. This would be 21 less units than what is proposed under the city's RS-15 zoning (*Source: County Planner*).

Below are trip generation estimates using the ITE *Trip Generation* Manual, 8th Edition for **Single-Family Detached Housing (Land Use 210)** showing a comparison of trips by allowable number of detached units per the city's and county's regulations:

Land Use (ITE Code)	Unit of Measure	Weekday (#Enter & Exit)*	AM Peak (#Enter & Exit)*	PM Peak (#Enter & Exit)*	Saturday (#Enter & Exit)*	Sunday (#Enter & Exit)*
Single Family Detached (210) -- Newnan	40 units	382 (191/191)	31 (8/23)	40 (26/14)	404 (202/202)	350 (175/175)
Single Family Detached (210) -- Coweta	19 units	182 (91/91)	15 (4/11)	19 (12/7)	192 (96/96)	166 (83/83)
Difference	21 units	200	16	37	212	184

**Weekday AM Peak Hour varies between 7:00 a.m.-9:00 a.m. and PM Peak Hour varies between 4:00 p.m. - 6:00 p.m.*

The trip estimates show that 200 additional weekday trips, 16 additional AM Peak trips, 37 additional PM Peak trips, 212 additional Saturday trips, and 184 additional Sunday trips would be generated under the city's RS-15 zoning versus the county's RC zoning.

Per the Coweta County Functional Classification Thoroughfare Plan map, Old Atlanta Highway is classified as a "Local" roadway and US 29 is classified as a "Minor Arterial" roadway.

The following are a list of road improvement projects in the vicinity of the subject property that are either planned or programmed for construction:

- **None**

The following additional comments are offered for the city’s consideration:

- 1) If the subject annexation is approved, the portion of Old Atlanta Hwy south of Howard Hughes Road along the subject property will be entirely within the City of Newnan’s jurisdiction.
- 2) Since the functional classification of Old Atlanta Highway is a “Local” road, the County Engineer recommends that the proposed subdivision’s primary entrance align with Mumford Drive and include full left-turn lanes in each direction to serve both subdivisions. Given the horizontal curvature of Old Atlanta Hwy, the proposed entrance on the inside of the curve at Howard Hughes Road would have limited sight distance. Howard Hughes Rd is also slightly skewed at its intersection with Old Atlanta Hwy, making the proposed entrance at this location less desirable for the County. If the developer and the City desire an entrance aligning with Howard Hughes Rd, then widening and geometric improvements would be necessary on each approach.
- 3) Any improvements to the existing driveway off of US 29 proposed for “emergency vehicle access” will require approval by the Georgia D.O.T.
- 4) The City of Newnan shall ensure that any impacts to U.S. and State jurisdictional waters on or along the subject property are properly permitted.
- 5) Stormwater management should meet the requirements of the Metropolitan North Georgia Water Planning District.

Planner

Annexation Review Procedures include the following comparisons as valid grounds for land use objections:

1. Differences in intensity between the current unincorporated zoning districts and the proposed municipal zoning districts; and,
2. The consistency of proposed zoning with the recommendation of the Coweta County Comprehensive Land Use Plan and Future Development Map.

Analysis of adjoining properties

The subject tract adjoins an undeveloped parcel to the south and the Avery Park subdivision to the west, both of which are in the city limits of Newnan. An undeveloped parcel adjoins the northern property boundary, while Highway 29 borders the eastern property boundary. Access to the site is currently provided via a gravel drive off Highway 29. The Applicant is proposing to modify that entrance to serve as emergency access only and provide access to the subdivision off of Old Atlanta Highway directly across from Howard Hughes Road.

Existing development in the general vicinity of the property includes low to medium density and estate residential with agricultural uses in the unincorporated county, with medium to high density residential in the city of Newnan. The property is also located within 2,000 LF of the Newnan Country Club.

Direction	Location	Acreage	Zoning	Future Development Map/ Land Use	Current Use
North	Coweta County	+/- 2.0	RC Rural Conservation	Infill Neighborhood Low Density	Residential

North	Coweta County	+/- 4.0	RC Rural Conservation	Infill Neighborhood Low Density	Institutional (Church)
North	Coweta County	+/- 1.0	RC Rural Conservation	Infill Neighborhood Low Density	Residential
North	Coweta County	+/- 20.07	RC Rural Conservation	Infill Neighborhood Low Density	Undeveloped
East	Coweta County	+/- 4.50	RC Rural Conservation	Infill Neighborhood Low Density	Undeveloped
East	Coweta County	+/- 2.29	RC Rural Conservation	Infill Neighborhood Low Density	Residential
South	Coweta County	+/- 4.33	RC Rural Conservation	Infill Neighborhood Low Density	Residential (Lake Ridge s/d)
South	City of Newnan	+/- 18.62	RU-7 Residential	Undeveloped	Undeveloped
South	City of Newnan	+/- 0.70	RU-7 Residential	Undeveloped	Undeveloped
East	City of Newnan	+/- 0.30	PDR Planned Development	Single Family	Residential (Avery Park s/d)
East	City of Newnan	+/- 0.30	PDR Planned Development	Single Family	Residential (Avery Park s/d)
East	City of Newnan	+/- 0.30	PDR Planned Development	Single Family	Residential (Avery Park s/d)
East	City of Newnan	+/- 0.30	PDR Planned Development	Single Family	Residential (Avery Park s/d)
East	City of Newnan	+/- 0.30	PDR Planned Development	Single Family	Residential (Avery Park s/d)
East	City of Newnan	+/- 0.30	PDR Planned Development	Single Family	Residential (Avery Park s/d)
East	City of Newnan	+/- 0.34	PDR Planned Development	Single Family	Residential (Avery Park s/d)
East	City of Newnan	+/- 5.00	PDR Planned Development	Parks and Conservation	Open Space (Avery Park s/d)

Zoning - overview

The RC Rural Conservation zoning district is intended for agricultural and/ or forestry uses and for estate or low-density single-family detached residential uses. The district requires a minimum lot size of one acre and a maximum density of 0.625 units per acre subject to the implementation of bonus density provisions.

The Applicant is seeking a zoning designation of RS-15 Suburban Residential Single-Family Dwelling District which permits a minimum lot size of 15,000 SF and a maximum density of 2.5 units per acre. Within their application to the City of Newnan, the Applicant has proffered to establish the maximum number of units permitted within the RS-20 zoning (40 lots) at a density of +/- 1.25 units per acre.

Land Use - overview

The subject tract, along with the adjoining tracts within the unincorporated county, are located within the Infill Neighborhood Low Density Character Area as identified on the Future Development Map. This character area recommends residential neighborhoods comprised primarily of single-family detached homes in two density classifications – with or without public sewer. The property is designated as “low density” due to the fact sanitary sewer is not available.

The Coweta County Community Plan 2016-2036 (adopted October 20, 2016) includes the following policies which are intended to guide development within the Infill Neighborhood Low Density character area:

- *Encourage residential infill development within areas that are accessible to existing public utilities and services and Interstate-85.*
- * Increase the housing choices available for Coweta County residents.*
- * New residential areas should be built in areas with adequate transportation access, environmental suitability, and availability of public utilities and services.*
- * Foster contiguous and connected development. Avoid “leapfrog” development.*
- * The density of residential subdivisions should be in accordance with the level of transportation access, environmental suitability, availability of public water and sewer, and other public facilities. Residential developments should be planned in a compact, walkable pattern that integrates them with open space, schools, parks, recreation, retail services, and other amenities.*

Density comparison

Gross acreage = total acreage of a tract of land.
= 30.78 acres

Net Development Acreage = gross acreage minus the 100-year floodplain, cemeteries, wetlands, habitat of endangered species, or areas characterized by a slope of 25 percent or greater.

= gross acreage – open space
= 30.78 acres – 0.00*
= 30.78 acres

** It does not appear there are any floodplains, cemeteries, wetlands, etc. on this tract of land.*

Within the RC district (RCSD-A) – Coweta County

Design option	= RCSD-A
Open space (minimum)	= 35% of the development tract = 30.78 acres x 0.35 = 10.77 acres
Base density yield	= Net Developable Acreage x 0.5 units/ acre = 30.78 acres x 0.5 units/ acre = 15 lots
Maximum density yield	= Net Developable Acreage x 0.625 units/ acre** = 30.78 acres x 0.625 units/ acre = 19 lots

***with implementation of bonus density provisions and the provision of no less than 35% open space*

Minimum lot size = 43,560 SF***

****must be served by an individual septic tank and conventional drain field*

The maximum density within the county would yield no more than 19 lots. However, it should be noted these numbers do not include street rights-of-way, stormwater ponds, or the buffers required adjacent to Highway 29, Old Atlanta Highway or the adjoining properties. They also do not take into account the minimum depth of open space required within the RC district which must average no less than 125', with no measurement less than 100' between the right-of-way and the boundary of a lot.

RS-15 district – City of Newnan

Maximum density	= Net Developable Acreage x 2.5 units/ acre = 30.78 acres x 2.5 units/ acre = 76 units/ acre
Minimum lot size:	15,000 SF
Minimum open space:	76,000 SF (1,000 SF per lot or 1.74 acres)

It should be noted these numbers (as well) do not include street rights-of-way, stormwater ponds, or any buffers the city might require adjacent to Highway 29, Old Atlanta Highway or the adjoining properties.

Impact to adjacent Land Use Designations in unincorporated Coweta County

The city's RS-15, PDR and PDC zoning districts allow more density than what is permitted within the unincorporated county, primarily because of the proximity to sanitary sewer. Other than the parcels immediately south and north of the subject tract, most of the property within the general area are developed as low to medium density or estate residential.

The parcels within the unincorporated county will remain zoned RC Rural Conservation and continue to be designated as Infill Neighborhood Low Density Character Area on the Future Development Map.

Consistency of zoning with the Coweta County Comprehensive Land Use Plan

Both the Coweta County Comprehensive Land Use Plan and Future Development Map recommend rural land uses, estate and low density single-family residential development adjoining the Newnan city limits. While the subdivision as proposed will be more dense than what is permitted in the county, the existing vegetation and the ponds adjoining Highway 29 will be preserved which will assist in maintaining the scenic and rural feel of this important transportation corridor.

Policies adopted as a part of this planning process that support the annexation and zoning as proposed include:

Sense of Place

- SP-1: Promote efficient use of land by encouraging well-designed, pedestrian-oriented developments that include a mix of uses and creative use of land.
- SP-6: Integrate recreation areas and greenspace throughout our community; within neighborhoods, along streets, in parking lots, and within commercial and industrial developments.
- SP-10: Enact clear design guidelines so that streets, buildings, and public spaces work together to create a “sense of place.”
- SP-12: Promote development that is sensitive to the land and gives consideration to adjoining, existing and planned development, as well as the overall community.
- Preserve the rural character of Coweta County and promote opportunities for agricultural and forestry activities to remain a vital part of our community.
 - Develop a recognizable transition from the urban to the rural areas of our community.
 - Guide appropriate residential and nonresidential infill development and redevelopment in a way that complements surrounding areas.
 - Discourage “leapfrog” development across undeveloped areas.
- SP-36: Encourage new development to incorporate building scale and architecture that enhances and draws from Coweta’s historical architecture and rural and urban heritage.

Transportation

- TR-8: Require sidewalks in all new developments.
- TR-9: Address the location, vehicular/pedestrian/open space design, landscaping, and furnishing of residential and non-residential streets as one of the community’s most important components contributing to the character, structure, and development pattern of the community.
- TR-10: Support transportation and greenway corridors through the community standards of aesthetics, urban design, and environmental stewardship.
- TR-11: Encourage and promote the design and engineering of roads and other facilities to fit topography and other site conditions.
- TR-13: Promote and support the provision of bicycle and pedestrian ways.
- TR-14: Ensure that new developments will be designed to be conducive to walking and biking.

TR-28: Manage access along collector and arterial streets.

TR-32: Seek to reduce the number of curb cuts into arterial streets and roadways to mitigate traffic congestion.

Housing

H-1: Accommodate our diverse population by providing developments that are a harmonious mixture of housing types and uses.

H-2: Plan for a variety of housing types, styles, and price points, including affordable and high-end products, toward the goal of creating “lifecycle” housing in the community.

H-3: Maintain and enhance the integrity and nature of existing residential neighborhoods.

H-4: Achieve a level of quality in safety, maintenance, and arrangement of the residential environment; which will lead to improved living conditions for all residents of Coweta County.

H-5: Protect residential areas from encroachment of incompatible uses including odor, light, and noise.

H-7: Ensure that quality housing is available for residents at all stages of their lives. Provide for “lifecycle” housing.

H-8: Create affordable housing opportunities to ensure that all those who work in the community have a viable choice or option to live in the community.

H-9: Encourage home ownership by increasing opportunities for low-to-moderate income families to move into affordable owner-occupied housing.

H-13: View each component of neighborhoods, schools, parks, residences, and businesses, as part of the greater community; and facilitate access among land uses through planned connections of walkways, bike paths, roads, and public transportation.

H-15: Encourage appropriate infill housing development in existing neighborhoods.

H-16: Encourage walkable, safe neighborhoods with efficient urban residential densities and pleasant, accessible public gathering places.

H-17: Encourage residential development to place parks and community facilities as focal points in neighborhoods.

H-18: Provide adequate space for recreational use in all neighborhoods.

H-19: Work to calm traffic through existing neighborhoods.

Natural Resources

NR-2: Protect ground and surface water sources and water supply intakes to ensure adequate supplies of quality water.

- Support strict enforcement of regulations for use and quality of Coweta County's water resources.
- Assure that adequate erosion and sedimentation control measures are taken in watershed areas to protect County water supplies.
- Ensure that all land disturbing activities are carried out in such a way as to sufficiently protect the public drinking water supply reservoirs and intakes.
- Encourage and support the development and implementation of water and sewer improvement programs in order to protect sensitive water resources.

NR-4: Promote and pursue the preservation of scenic and environmentally sensitive areas (streams, rock out-cropping, meadow, steep slope) for their ecological and aesthetic value, and for common enjoyment.

NR-7: Encourage the preservation and planting of trees and other vegetation that enhance community livability and appearance.

NR-11: The protection and conservation of our community's resources will play an important role in the land use decision-making process.

- Develop land development regulations and/or incentives to help direct development away from environmentally sensitive areas.
- Institute limitation on land disturbance and clear cutting for development purposes to reduce impacts on natural topography and existing vegetation
- Strongly discourage any structural development in the County's floodplains.

NR-13: Require that adequate and appropriate drainage systems be constructed and maintained as part of all development activities.

NR-14: Encourage construction practices that minimize soil erosion and sedimentation.

- Require erosion control during and revegetation immediately after development.

Community Facilities and Services

CFS-21: Promote and encourage the use of underground utilities wherever possible in developing areas.

CFS-24: Provide removal and treatment of sewerage in the most environmentally-safe, economical and efficient manner.

- Seek state and federal funding to implement a phased sewer improvements program.
- Discourage use of septic tanks and settling ponds for all but low- density residential development.

COMMUNITY DEVELOPMENT

The county governing authority may by majority vote to object to the annexation because of a material increase in burden upon the county directly related to **any one or more of the following:**

1. Substantial change in zoning or land use
2. Substantial increase in density
3. Substantial infrastructure demands related to the proposed change in zoning or land use

In order for an objection to be valid, the proposed change in zoning or land use must result in:

1. A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; **OR**
2. A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project; **AND**
3. Differ substantially from the existing uses suggested for the property pursuant to the county's zoning ordinance or its land use ordinances.

While the City's RS-15 is at a higher density than the existing RC zoning of the property, it is consistent with the County's Future Development Map for this location. In addition, it will have no impact on the infrastructure or capital outlay.

Therefore, based upon the above staff comments and the HB 2 Annexation Procedures for Objection, the Coweta County Planning Department recommends that **no objection** be filed to the annexation due to the constraints of the law.

However, the Coweta County Planning Department submits the following area of concern that we request the City of Newnan incorporate during the annexation process:

- 1) If the subject annexation is approved, the portion of Old Atlanta Hwy south of Howard Hughes Road along the subject property will be entirely within the City of Newnan's jurisdiction.
- 2) Since the functional classification of Old Atlanta Highway is a "Local" road, the County Engineer recommends that the proposed subdivision's primary entrance align with Mumford Drive and include full left-turn lanes in each direction to serve both subdivisions. Given the horizontal curvature of Old Atlanta Hwy, the proposed entrance on the inside of the curve at Howard Hughes Road would have limited sight distance. Howard Hughes Rd is also slightly skewed at its intersection with Old Atlanta Hwy, making the proposed entrance at this location less desirable for the County. If the developer and the City desire an entrance aligning with Howard Hughes Rd, then widening and geometric improvements would be necessary on each approach.
- 3) Any improvements to the existing driveway off of US 29 proposed for "emergency vehicle access" will require approval by the Georgia D.O.T.

- 4) The City of Newnan shall ensure that any impacts to U.S. and State jurisdictional waters on or along the subject property are properly permitted.
- 5) Stormwater management should meet the requirements of the Metropolitan North Georgia Water Planning District.

Cc: Michael Fouts, County Administrator
Jon Amason, Community Development Director
Jerry Ann Conner, County Attorney
City of Newnan – Tracy Dunnavant, City Planner



22 East Broad St.
Newnan, GA 30263
Email: awhite@coweta.ga.us
770-254-2635

March 14, 2019

Tracy S. Dunnavant
Planning Director
City of Newnan
P.O. Box 1193
Newnan, GA 30264

RE: Annexation– HB2 - City of Newnan

Applicant: Sullivan, Cathryn & William
30.78 ±acres
Property Located at 950 N. Hwy 29, Newnan
Tax ID# 073 5088 002
Petition # AN 001-19

Dear Ms. Dunnavant,

The Coweta County Board of Commissioners voted on March 12, 2019 to file no objection to the above referenced annexation petition. However, the Board of Commissioners request your consideration and incorporation of the following 5 areas of concern:

- 1) If the subject annexation is approved, the portion of Old Atlanta Hwy south of Howard Hughes Road along the subject property will be entirely within the City of Newnan's jurisdiction.
- 2) Since the functional classification of Old Atlanta Highway is a "Local" road, the County Engineer recommends that the proposed subdivision's primary entrance align with Mumford Drive and include full left-turn lanes in each direction to serve both subdivisions. Given the horizontal curvature of Old Atlanta Hwy, the proposed entrance on the inside of the curve at Howard Hughes Road would have limited sight distance. Howard Hughes Rd is also slightly skewed at its intersection with Old Atlanta Hwy, making the proposed entrance at this location less desirable for the County. If the developer and the City desire an entrance aligning with Howard Hughes Rd, then widening and geometric improvements would be necessary on each approach.
- 3) Any improvements to the existing driveway off of US 29 proposed for "emergency vehicle access" will require approval by the Georgia D.O.T.
- 4) The City of Newnan shall ensure that any impacts to U.S. and State jurisdictional waters on or along the subject property are properly permitted.
- 5) Stormwater management should meet the requirements of the Metropolitan North Georgia Water Planning District.

A copy of the report that was submitted to the BOC for their review is attached for your files. A copy of the official minutes will be forwarded to you when finalized and approved at the March 26, 2019 meeting.

Please forward a copy of your official minutes in which you formalize the annexation so that we may have that for our records.

If we can be of further assistance, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angela B. White".

Angela B. White
Assistant Director,
Community Development

C: Michael Fouts, County Administrator
Cleatus Phillips, City Manager
Brad Sears, City Attorney
Jerry Ann Conner, County Attorney

CATHRYN JANE SULLIVAN AND
WILLIAM CAMP SULLIVAN
30.78 ± acres, located at 950 North Highway 29
Land Lots 88 and 105, 5th Land District,
Coweta County, Georgia
Tax Parcel # 073 5088 022

**ORDINANCE TO ANNEX TO THE EXISTING CORPORATE LIMITS OF THE CITY OF
NEWNAN, GEORGIA CERTAIN UNINCORPORATED LAND ADJOINING THE
EXISTING CORPORATE LIMITS OF SAID CITY IN ACCORDANCE WITH SECTION
36-36-21 OF THE OFFICIAL CODE OF GEORGIA, AND FOR OTHER PURPOSES**

BE IT ORDAINED, by the Mayor and City Council of the City of Newnan, and it is hereby ordained by authority of the same and by the authority granted to the governing authority of the City of Newnan by Section 36-36-21, Official Code of Georgia, annotated, that the following described property is hereby annexed and shall hereinafter be treated and considered as a part of the corporate limits of the City of Newnan, Georgia, to-wit:

All that tract or parcel of land lying and being in Land Lots 88 and 105 of the 5th Land District of Coweta County, Georgia, containing 30.78± acres and being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

BE IT FURTHER ORDAINED, that said property is annexed into the corporate limits of the City of Newnan subject to the following conditions:

1. The development will be consistent with the information and elevations that were provided as part of the annexation application and also as shown on Exhibit "B" attached hereto.
2. The development shall be limited to a maximum of 40 lots.
3. Homes will be constructed using masonry products (Brick, stone, rock, and cultured stone), hardie board, and architectural shingles. Use of vinyl siding shall be limited to trim work only.
4. An engineering study will be required to determine the best solution for the development's intersection with Howard Hughes Road which will need to be approved in conjunction with Coweta County.

5. Amenities shall consist of pocket parks, pathways and open space areas to feature the two existing ponds as depicted on the proposed concept plan.
6. The lots fronting on Old Atlanta Highway shall be provided with a parallel (private) access drive with two (2) entries. All private drives shall be developed to city street standards and shall be maintained in perpetuity by the developer/home owner's association.
7. The existing driveway to Highway 29 North shall be repaired to emergency vehicle capacity, then gated for access in case of emergency situations where other access is blocked.
8. Minimum square feet of living space shall be proffered at 2,000 square feet with approximately 60% of space "down" to prohibit a 1,000 square feet over 1,000 square feet box unit.
9. Garages shall face front or side entry, but must utilize carriage house doors with complimentary colors.
10. The architecture shall reflect not only the style and design but the proportion of the primary masonry materials that are shown on the colored renderings provided as part of the application and also as shown on Exhibit "B" attached hereto.

BE IT FURTHER ORDAINED that said property annexed be zoned RS 15 (Suburban Residential Single-Family Dwelling District-Medium Density) subject to the conditions set out herein above and as provided in the separate rezoning ordinance adopted in connection herewith.

BE IT FURTHER ORDAINED that said property is hereby incorporated into the City of Newnan's Election District 2.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon adoption and as provided in O.C.G.A. §36-36-2.

DONE, RATIFIED AND PASSED by the City Council of the City of Newnan, Georgia, this ____ day of _____, 2019 in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

DOC# 014606
FILED IN OFFICE
8/15/2016 09:04 AM
BK:4415 PG:165-166
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$0.00 ✓

PT-61 038-2016-004617

Return to:
George C. Rosenzweig
Rosenzweig, Jones, Home & Griffin, P.C.
P.O. Box 220
Newman, Georgia 30263

ASSENT TO DEVISE

STATE OF GEORGIA
COUNTY OF COWETA

WHEREAS, BETTY JANE P. PIKE died a resident of Coweta County, Georgia, on the 2nd day of March, 2016, leaving a Will which has been probated in solemn form in said County at the regular term of the Court of Probate thereof; and

WHEREAS, under the terms of said Will the following described property was devised to WILLIAM CAMP SULLIVAN and CATHRYN JANE SULLIVAN:

A certain tract or parcel of land, with improvements thereon, containing 32 acres, more or less, situate, lying and being in Land Lots 88 and 105, Fifth Land District, Coweta County, Georgia, described more particularly as follows:

Begin at the point of intersection of the North line of the Reynolds Property, with the Westerly side of the right of way of U.S. Highway 29, and run thence South 88 degrees West 41 feet to an iron pipe; thence Northwesterly along the Westerly side of a Twenty (20) foot driveway 280 feet; thence North 85 degrees 25 minutes West 237 feet; thence South 81 degrees 52 minutes West 254 feet to an iron; thence South 2 degrees East 250 feet to an iron on the North line of the property of Reynolds; thence South 88 degrees West 195 feet; thence North 20 degrees West 333 feet; thence South 89 degrees West to the Easterly side of the Right of Way of the Old Atlanta Road; thence Northerly along the Westerly side of said Old Atlanta Road to the South line of the property of Hancock; thence South 45 degrees East 1215 feet, more or less, to a Railroad iron; thence South 2 degrees East to a fence corner on the Westerly side of the Right of way of U. S. Highway 29; thence Southwesterly along the Westerly side of the Right of Way of said U. S. Highway 29 to a point 278 feet North 38 degrees 05 minutes East from the beginning point; thence North 85 degrees 25 minutes West 313 feet to the Easterly side of said Twenty (20) foot Driveway; thence Southeasterly along the Easterly

2/12
CB

side of said Twenty (20) foot Driveway 255 feet; thence North 88 degrees East 40 feet to the Westerly side of the Right of way of U. S. Highway 29; thence South 38 degrees 05 minutes West along the Westerly side of said Right of Way to the point of beginning.

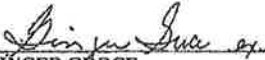
This being a part of the property shown on a plat of survey of the property of R. L. Moncrief made by T. Y. Maddox, Surveyor, dated February 3, 1931, revised July 10, 1939, amended March 15, 1948, of record in Plat Book 12, Page 43 and the Driveway shown on the plat made by T. Y. Maddox, Surveyor, dated February 3, 1969, and of record in Plat Book 12, Page 43, both in the Office of the Clerk, Coweta Superior Court, reference to which plats are hereby made for the metes, bounds, courses and distances of said tract.

Said property is conveyed subject to all existing easements and right of ways. WHEREAS, the undersigned duly qualified as Executor of the Estate of the said BETTY JANE P. PIKE and is now administering the Estate under the terms of said Will; and it has been determined that all debts and claims against the Estate have been fully paid and/or sufficient assets remain in the Estate to pay those claims.

NOW, THEREFORE, the undersigned, as Executor of the Will of the said BETTY JANE P. PIKE hereby assents to the devise of said property under the terms of said Will, so that title thereto is vested in the said WILLIAM CAMP SULLIVAN and CATHRYN JANE SULLIVAN as provided in said Will.

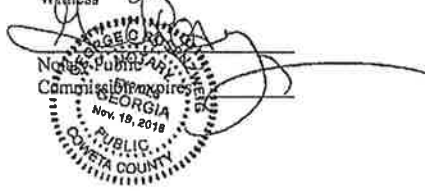
WITNESS my hand and seal this 12 day of August, 2016.

Signed, sealed and delivered
this 12 day of August 2016


GINGER GROCE,
Executor Under the Last Will and Testament
of BETTY JANE P. PIKE, Deceased

Witness





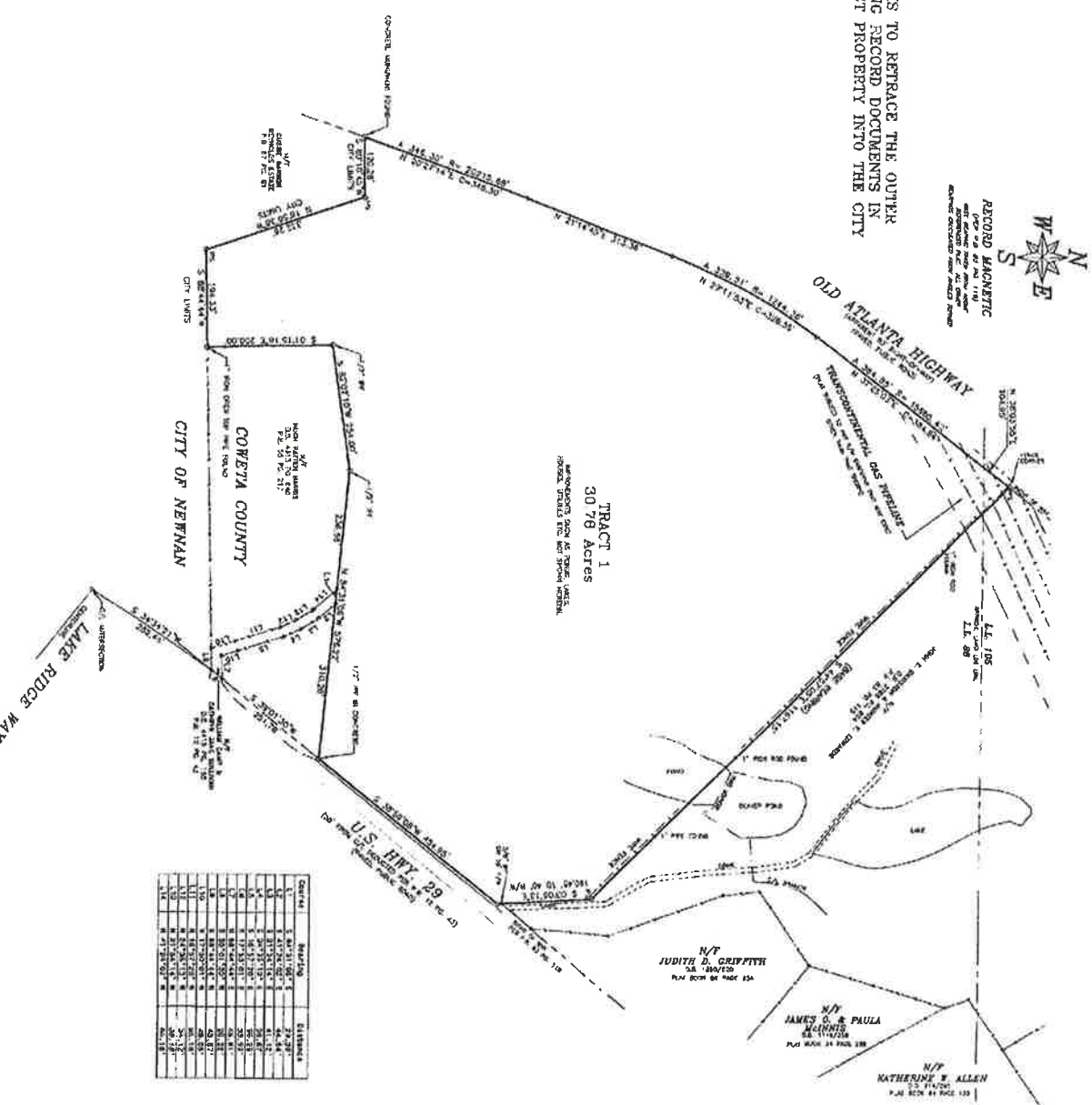
REVEKATION AND RE-ZONING PLAT:
 PURPOSE OF THIS SURVEY AND PLAT IS TO RETRACE THE OTHER
 BOUNDARIES AS DESCRIBED IN THE FOLLOWING RECORD DOCUMENTS IN
 ORDER TO RE-ZONE AND ANNEX THE SUBJECT PROPERTY INTO THE CITY
 OF NEWMAN:

SUBJECT RECORD DOCUMENTS:
 DEED BOOK 4413 - PAGE 165
 PORTIONS OF PLAT BOOK 12 PAGE 43

LEGEND:
 P.A. - PLAT BOOK
 P.B. - DEED BOOK
 P.C. - DEED BOOK
 P.D. - DEED BOOK
 P.E. - DEED BOOK
 P.F. - DEED BOOK
 P.G. - DEED BOOK
 P.H. - DEED BOOK
 P.I. - DEED BOOK
 P.J. - DEED BOOK
 P.K. - DEED BOOK
 P.L. - DEED BOOK
 P.M. - DEED BOOK
 P.N. - DEED BOOK
 P.O. - DEED BOOK
 P.P. - DEED BOOK
 P.Q. - DEED BOOK
 P.R. - DEED BOOK
 P.S. - DEED BOOK
 P.T. - DEED BOOK
 P.U. - DEED BOOK
 P.V. - DEED BOOK
 P.W. - DEED BOOK
 P.X. - DEED BOOK
 P.Y. - DEED BOOK
 P.Z. - DEED BOOK

ADDITIONAL NOTES:
 1. THE SURVEYOR HAS REVIEWED THE RECORD DOCUMENTS REFERENCED IN THE PURPOSE OF THIS SURVEY AND PLAT AND HAS FOUND THEM TO BE CORRECT AND ACCURATE.
 2. THE SURVEYOR HAS REVIEWED THE RECORD DOCUMENTS REFERENCED IN THE PURPOSE OF THIS SURVEY AND PLAT AND HAS FOUND THEM TO BE CORRECT AND ACCURATE.
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GENERAL NOTES:
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 10. THE SURVEYOR HAS REVIEWED THE RECORD DOCUMENTS REFERENCED IN THE PURPOSE OF THIS SURVEY AND PLAT AND HAS FOUND THEM TO BE CORRECT AND ACCURATE.



Christopher Brothers
 LAND SURVEYING, LLC
 24 JACKSON STREET
 NEWMAN, GEORGIA 30263
 (770)253-5195
 L.S. #52
 christbro@surnoll.org
 www.christophersurveying.com

RETRACEMENT BOUNDARY SURVEY FOR:
WILLIAM CAMP & CATHRYN JANE SULLIVAN
 LOCATED IN LAND LOT 66 & 105 | 5TH LAND DISTRICT
COWETA COUNTY, GEORGIA

NO.	REVISION	DATE

1" = 100'
 GRAPHIC SCALE - FEET

DRAWN DATE: 02/07/2018
 DATE: 02/07/2018
 SCALE: 1" = 100'
 SHEETS: 1 OF 1

2018 - FURNISHED
 DRAWING: 174 - 0300
 830 - 18000 DW
 DRAWN BY: CWP

10F1



"HILLTOP" residential village
 240 LOT SUBDIVISION TO BE ZONED RS-15
 ANNEXATION INTO CITY OF LAWRENCE (S2 105)
 (MINIMUM PLOT AREA 10,000 SQ. FT.)

- SITE STANDARDS:**
- MINIMUM LOT SIZE: 10,000 sq. ft. (existing)
 - MAXIMUM TRACT: 25% ACRE (60 ACRE)
 - PROPOSED TRACT: 25% ACRE (60 ACRE)
 - MINIMUM LOT WIDTH: 50' FRONT BACK SIDE
 - MINIMUM LOT WIDTH: 35' FRONT SIDE STREET
 - MINIMUM LOT WIDTH: 35' FRONT SIDE STREET
 - ON-CALL SERVICE: 35' FRONT SIDE STREET
 - FRONT SERVICE: 35' FRONT SIDE STREET
 - OPEN SPACE REQUIRED: 10,000 sq. ft. per lot
 - OPEN SPACE SUBM: 5,000 sq. ft. per lot

land plans

DENNIS GLENN DRENNER
 REGISTERED PROFESSIONAL ENGINEER, No. 4582
 STATE OF GEORGIA
 ATTORNEY: DANIEL S. REYNOLDS
 1100 N. W. 10TH AVENUE, SUITE 1000
 MIAMI, FL 33136
 305.571.1100



Pike Property @ Hwy 29

1 inch = 100 feet

0 100 200



DATE: 08/20/18
 SHEET: 1 OF 10
 PROJECT: PIKE PROPERTY @ HWY 29
 CLIENT: DANIEL S. REYNOLDS
 DRAWN BY: D.G. DRENNER
 CHECKED BY: D.G. DRENNER
 APPROVED BY: D.G. DRENNER



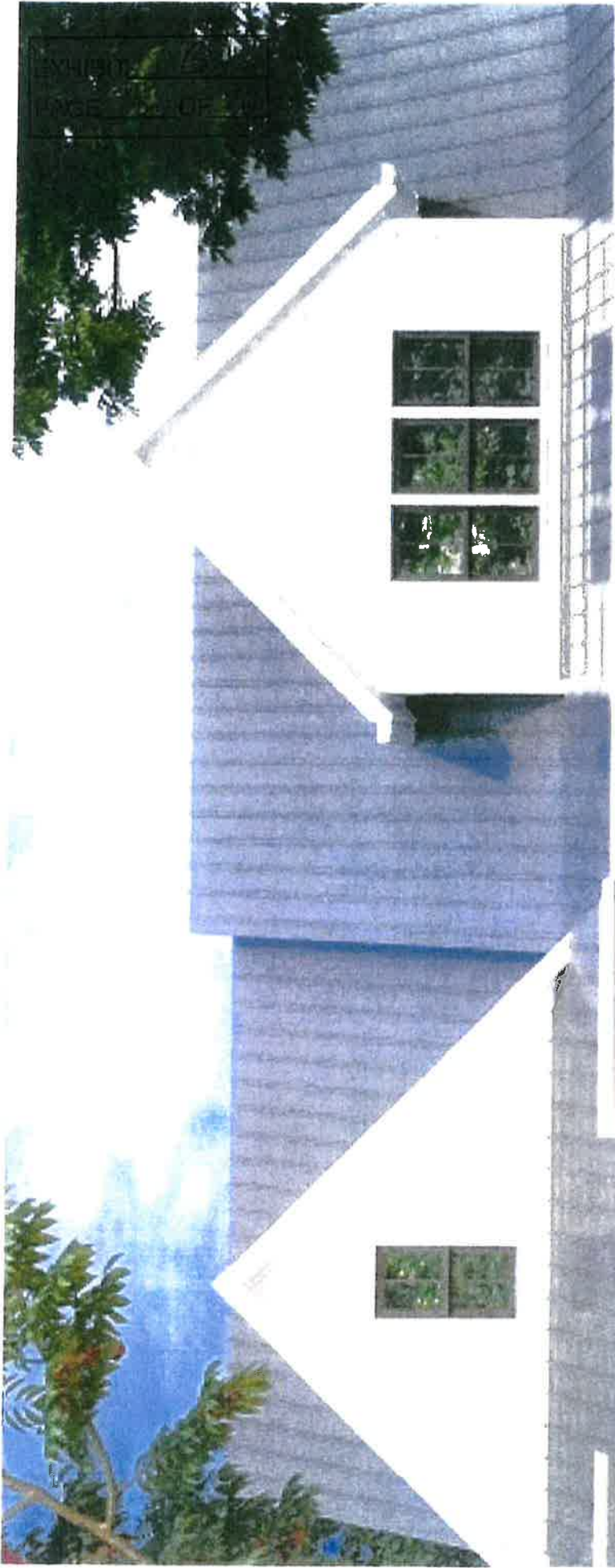
erry

EXHIBIT B
PAGE 3 OF 70



Igar Hill
SL-1904





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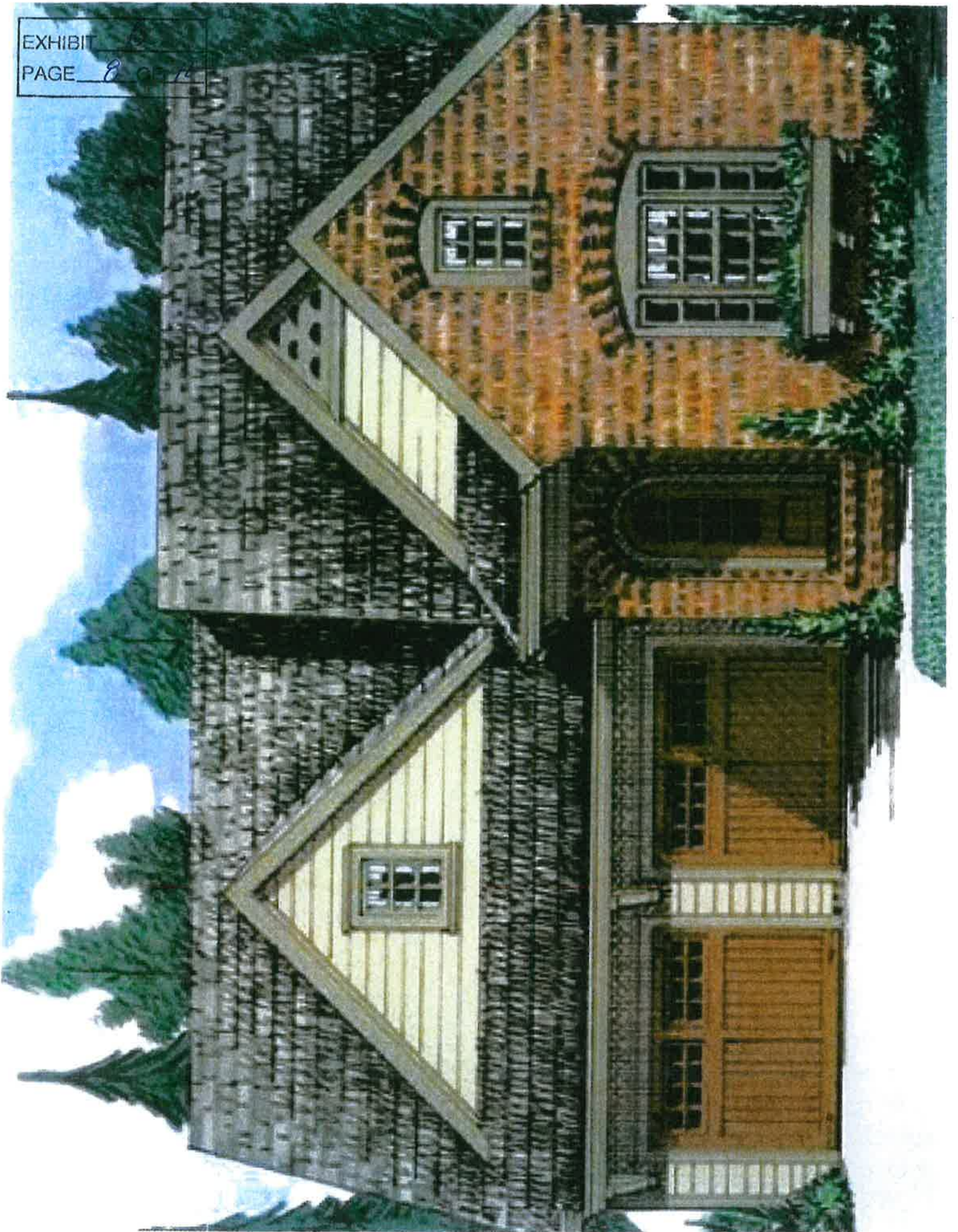
Frank Bletz Associates



Patricia Kaplan
2018



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Frank Betz Associates





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Frank Betz Associates



CATHRYN JANE SULLIVAN AND
WILLIAM CAMP SULLIVAN
30.78 ± acres, located at 950 North Highway 29
Land Lots 88 and 105, 5th Land District,
Coweta County, Georgia
Tax Parcel # 073 5088 022

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY
LOCATED AT 950 NORTH HIGHWAY 29, CONTAINING 30.78± ACRES IN
LAND LOTS 88 AND 105, OF THE FIFTH LAND DISTRICT, IN THE CITY OF
NEWNAN, GEORGIA**

WHEREAS, the owner has filed an application for rezoning of the property described on Exhibit "A" attached hereto and by reference made a part hereof from the Coweta County Zoning Classification RC (Rural Conservation District) to RS 15 (Suburban Residential Single-Family Dwelling District-Medium Density) following annexation into the corporate limits of the City of Newnan; and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 23rd day of April, 2019; and

WHEREAS, after the above-referenced public hearing, the City Council has annexed the property and has determined the re-zoning of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised as follows:

Section I. That the property described on Exhibit "A" attached hereto and by reference made a part hereof containing 30.78± acres be rezoned as RS 15 (Suburban Residential Single-Family Dwelling District-Medium Density) subject to the conditions which follow.

1. The development will be consistent with the information and elevations that were provided as part of the annexation application and also as shown on Exhibit "B" attached hereto.
2. the development shall be limited to a maximum of 40 lots.
3. Homes will be constructed using masonry products (Brick, stone, rock, and cultured stone), hardie board, and architectural shingles. Use of vinyl siding shall be limited to trim work only.
4. An engineering study will be required to determine the best solution for the development's intersection with Howard Hughes Road which will need to be approved in conjunction with Coweta County.
5. Amenities shall consist of pocket parks, pathways and open space areas to feature the two existing ponds as depicted on the proposed concept plan.
6. The lots fronting on Old Atlanta Highway shall be provided with a parallel (private) access drive with two (2) entries. All private drives shall be developed to city street standards and shall be maintained in perpetuity by the developer/home owner's association.
7. The existing driveway to Highway 29 North shall be repaired to emergency vehicle capacity, then gated for access in case of emergency situations where other access is blocked.
8. Minimum square feet of living space shall be proffered at 2,000 square feet with approximately 60% of space "down" to prohibit a 1,000 square feet over 1,000 square feet box unit.
9. Garages shall face front or side entry, but must utilize carriage house doors with complimentary colors.
10. The architecture shall reflect not only the style and design but the proportion of the primary masonry materials that are shown on the colored renderings provided as part of the application and as also shown on Exhibit "B" attached hereto.

Section II. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section III. This ordinance shall be effective upon adoption;

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the _____ day of _____, 2019 in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

DOC# 014606
FILED IN OFFICE
8/15/2016 09:04 AM
BK:4415 PG:165-166
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$0.00 ✓

PT-61 038-2016-004617

Return to:
George C. Rosenzweig
Rosenzweig, Jones, Home & Griffin, P.C.
P.O. Box 220
Newnan, Georgia 30263

ASSENT TO DEVISE

STATE OF GEORGIA
COUNTY OF COWETA

WHEREAS, BETTY JANE P. PIKE died a resident of Coweta County, Georgia, on the 2nd day of March, 2016, leaving a Will which has been probated in solemn form in said County at the regular term of the Court of Probate thereof; and

WHEREAS, under the terms of said Will the following described property was devised to WILLIAM CAMP SULLIVAN and CATHRYN JANE SULLIVAN:

A certain tract or parcel of land, with improvements thereon, containing 32 acres, more or less, situate, lying and being in Land Lots 88 and 105, Fifth Land District, Coweta County, Georgia, described more particularly as follows:

Begin at the point of intersection of the North line of the Reynolds Property, with the Westerly side of the right of way of U.S. Highway 29, and run thence South 88 degrees West 41 feet to an iron pipe; thence Northwesterly along the Westerly side of a Twenty (20) foot driveway 280 feet; thence North 85 degrees 25 minutes West 237 feet; thence South 81 degrees 52 minutes West 254 feet to an iron; thence South 2 degrees East 250 feet to an iron on the North line of the property of Reynolds; thence South 88 degrees West 195 feet; thence North 20 degrees West 333 feet; thence South 89 degrees West to the Easterly side of the Right of Way of the Old Atlanta Road; thence Northerly along the Westerly side of said Old Atlanta Road to the South line of the property of Hancock; thence South 45 degrees East 1215 feet, more or less, to a Railroad iron; thence South 2 degrees East to a fence corner on the Westerly side of the Right of way of U. S. Highway 29; thence Southwesterly along the Westerly side of the Right of Way of said U. S. Highway 29 to a point 278 feet North 38 degrees 05 minutes East from the beginning point; thence North 85 degrees 25 minutes West 313 feet to the Easterly side of said Twenty (20) foot Driveway; thence Southeasterly along the Easterly

2/2
[Handwritten initials]

side of said Twenty (20) foot Driveway 255 feet; thence North 88 degrees East 40 feet to the Westerly side of the Right of way of U. S. Highway 29; thence South 38 degrees 05 minutes West along the Westerly side of said Right of Way to the point of beginning.

This being a part of the property shown on a plat of survey of the property of R. L. Moncrief made by T. Y. Maddox, Surveyor, dated February 3, 1931, revised July 10, 1939, amended March 15, 1948, of record in Plat Book 12, Page 43 and the Driveway shown on the plat made by T. Y. Maddox, Surveyor, dated February 3, 1969, and of record in Plat Book 12, Page 43, both in the Office of the Clerk, Coweta Superior Court, reference to which plats are hereby made for the metes, bounds, courses and distances of said tract.


Said property is conveyed subject to all existing easements and right of ways.

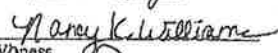
WHEREAS, the undersigned duly qualified as Executor of the Estate of the said BETTY JANE P. PIKE and is now administering the Estate under the terms of said Will; and it has been determined that all debts and claims against the Estate have been fully paid and/or sufficient assets remain in the Estate to pay those claims.

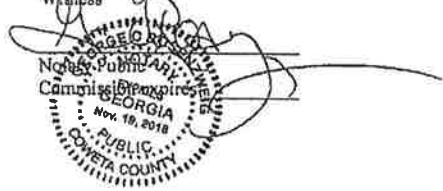
NOW, THEREFORE, the undersigned, as Executor of the Will of the said BETTY JANE P. PIKE hereby assents to the devise of said property under the terms of said Will, so that title thereto is vested in the said WILLIAM CAMP SULLIVAN and CATHRYN JANE SULLIVAN as provided in said Will.

WITNESS my hand and seal this 12 day of August, 2016.

Signed, sealed and delivered
this 12 day of August 2016


GINGER GROCE, (SEAL)
Executor Under the Last Will and Testament
of BETTY JANE P. PIKE, Deceased


Witness



RETRACEMENT AND RE-ZONING PLAT:
THE PURPOSE OF THIS SURVEY AND PLAT IS TO RETRACE THE OUTER BOUNDARIES AS DESCRIBED IN THE FOLLOWING RECORDED DOCUMENTS IN ORDER TO RE-ZONE AND ANNEX THE SUBJECT PROPERTY INTO THE CITY OF NEWMAN:
SUBJECT RECORDED DOCUMENTS:
DEED BOOK 4415 - PAGE 185
PORTIONS OF PLAT BOOK 12 PAGE 43

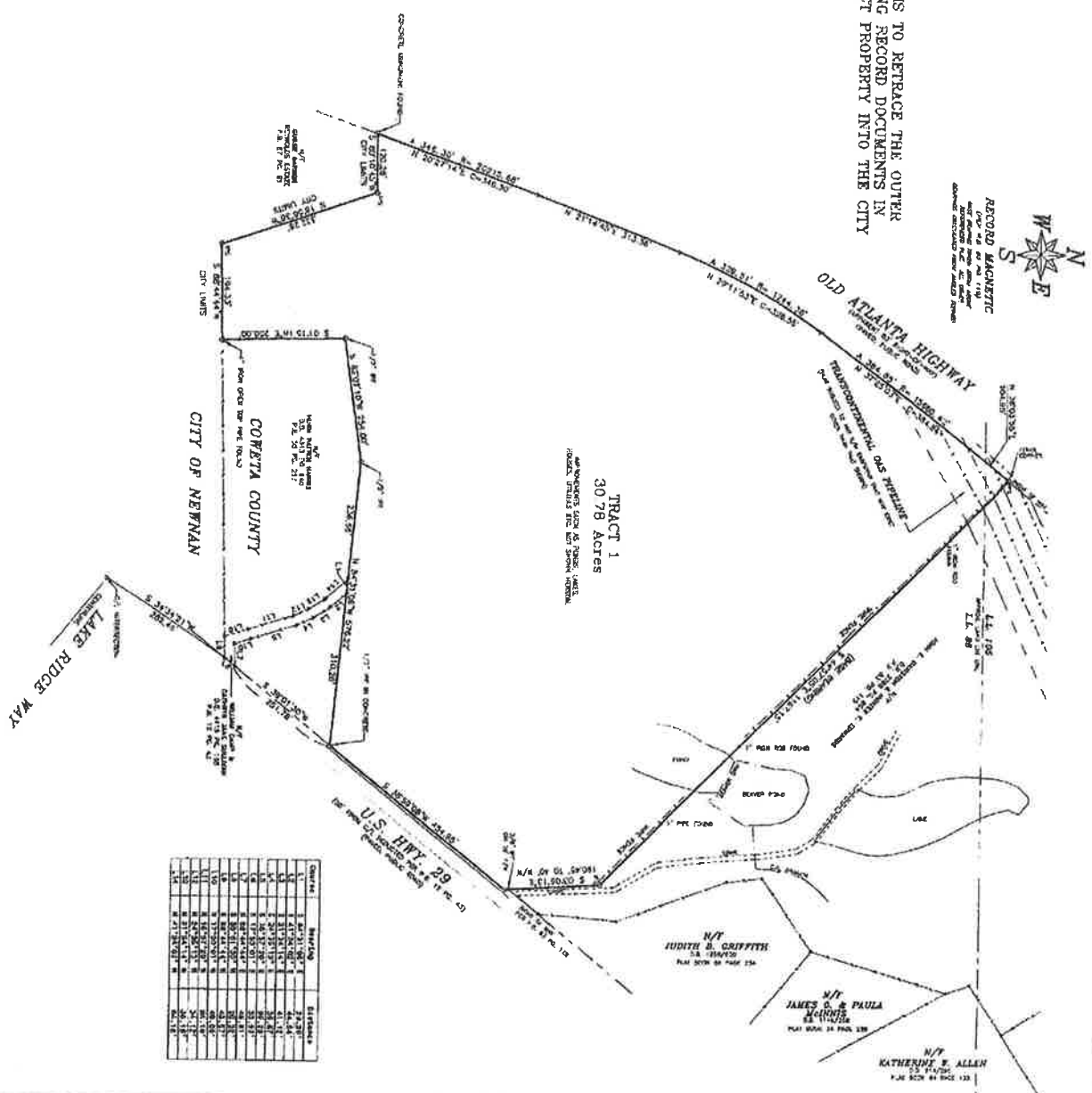


LEGEND
 P.S. = PLAT BOOK
 D.B. = DEED BOOK
 P.P. = PLAT PORTION
 S.P. = SURVEY PORTION
 S.S. = SECTION NUMBER
 T.T. = TOWNSHIP
 R.R. = RANGE
 C.C. = COUNTY CORNER
 C.P. = COUNTY PLAT
 C.S. = COUNTY SURVEY
 C.D. = COUNTY DEED
 C.F. = COUNTY FILE
 C.N. = COUNTY NUMBER
 C.A. = COUNTY AREA
 C.V. = COUNTY VOLUME
 C.P. = COUNTY PLAT
 C.S. = COUNTY SURVEY
 C.D. = COUNTY DEED
 C.F. = COUNTY FILE
 C.N. = COUNTY NUMBER
 C.A. = COUNTY AREA
 C.V. = COUNTY VOLUME

PROPERTY DATA
 PLAT NUMBER: 12-43
 DEED NUMBER: 4415-185
 SURVEY NUMBER: 12-43
 SECTION: 36
 TOWNSHIP: 12N
 RANGE: 43E
 COUNTY: COWETA

THESE BOUNDARIES
 HAVE BEEN RE-TRACED AND FOUND TO BE THE SAME AS THOSE SHOWN ON THE PLAT AND DEED REFERENCED ABOVE. THE BOUNDARIES HAVE BEEN RE-TRACED AND FOUND TO BE THE SAME AS THOSE SHOWN ON THE PLAT AND DEED REFERENCED ABOVE. THE BOUNDARIES HAVE BEEN RE-TRACED AND FOUND TO BE THE SAME AS THOSE SHOWN ON THE PLAT AND DEED REFERENCED ABOVE.

GENERAL NOTES
 1. THE BOUNDARIES SHOWN ON THIS PLAT ARE THE RESULT OF A SURVEY MADE BY CHRISTOPHER BROTHERS SURVEYING, L.L.C. ON 01/21/2018.
 2. THE BOUNDARIES SHOWN ON THIS PLAT ARE THE RESULT OF A SURVEY MADE BY CHRISTOPHER BROTHERS SURVEYING, L.L.C. ON 01/21/2018.
 3. THE BOUNDARIES SHOWN ON THIS PLAT ARE THE RESULT OF A SURVEY MADE BY CHRISTOPHER BROTHERS SURVEYING, L.L.C. ON 01/21/2018.
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CHAINS	BEARING	DISTANCE
1	N 89° 15' 00" E	24.31
2	S 89° 15' 00" W	41.17
3	N 89° 15' 00" E	41.17
4	S 89° 15' 00" W	24.31
5	N 89° 15' 00" E	41.17
6	S 89° 15' 00" W	24.31
7	N 89° 15' 00" E	41.17
8	S 89° 15' 00" W	24.31
9	N 89° 15' 00" E	41.17
10	S 89° 15' 00" W	24.31
11	N 89° 15' 00" E	41.17
12	S 89° 15' 00" W	24.31
13	N 89° 15' 00" E	41.17
14	S 89° 15' 00" W	24.31
15	N 89° 15' 00" E	41.17
16	S 89° 15' 00" W	24.31
17	N 89° 15' 00" E	41.17
18	S 89° 15' 00" W	24.31
19	N 89° 15' 00" E	41.17
20	S 89° 15' 00" W	24.31

DRAWING DATE: 02/01/2018
 LAST FIELD WORK DATE: 01/21/2018
 SURV: 2018-780404
 DRAWING BY: JAC
 CHECKED BY: JAC
 SHEET: 1 OF 1



Christopher Brothers
 LAND SURVEYING, L.L.C.
 24 JACKSON STREET
 NEWMAN, GEORGIA 30263
 (770) 253-5195
 LSP #32
 christbro@naimail.org
 www.christophersurveying.com

RETRACEMENT BOUNDARY SURVEY FOR:
WILLIAM CAMP & CATHRYN JANE SULLIVAN
 LOCATED IN LAND LOT 86 & 105 | 5TH LAND DISTRICT
COWETA COUNTY, GEORGIA

NO.	REVISION	DATE

GRAPHIC SCALE - 1" = 100'



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EXHIBIT B
PAGE 3 OF 10



EXHIBIT B
PAGE 4 OF 10

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1 SL-1904



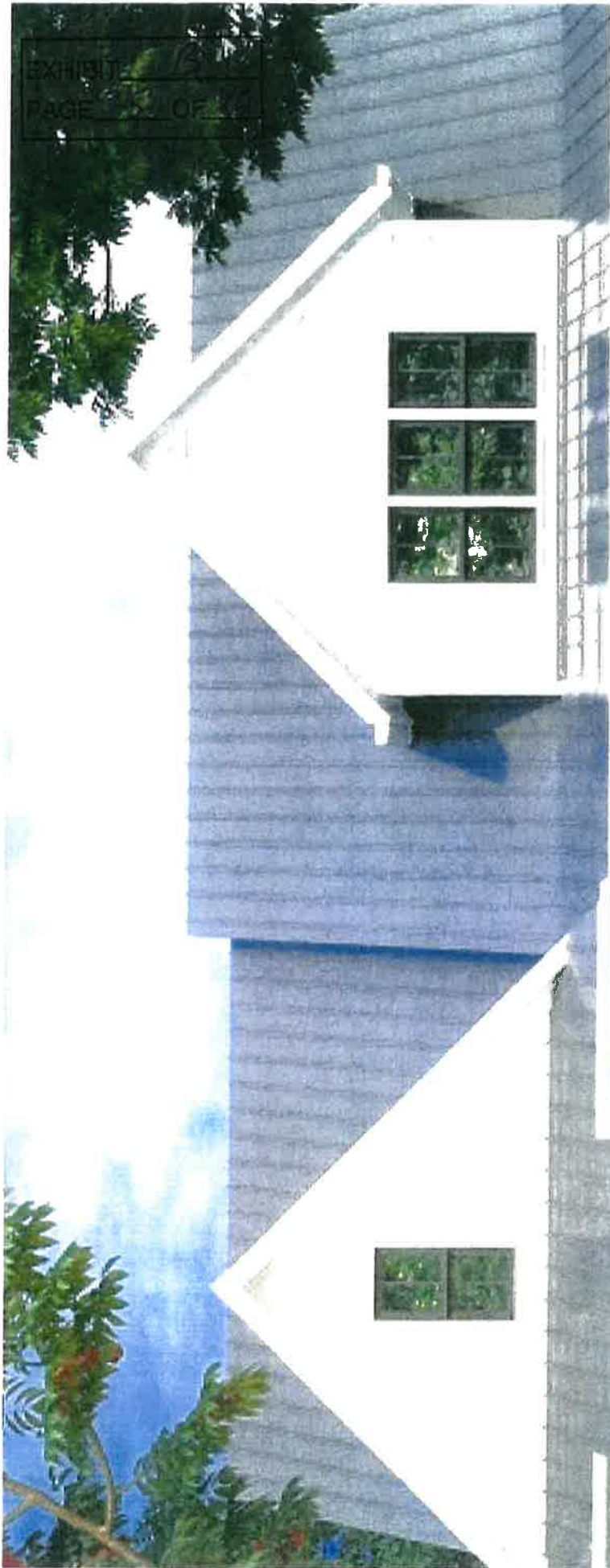


EXHIBIT
PAGE 2 OF 2



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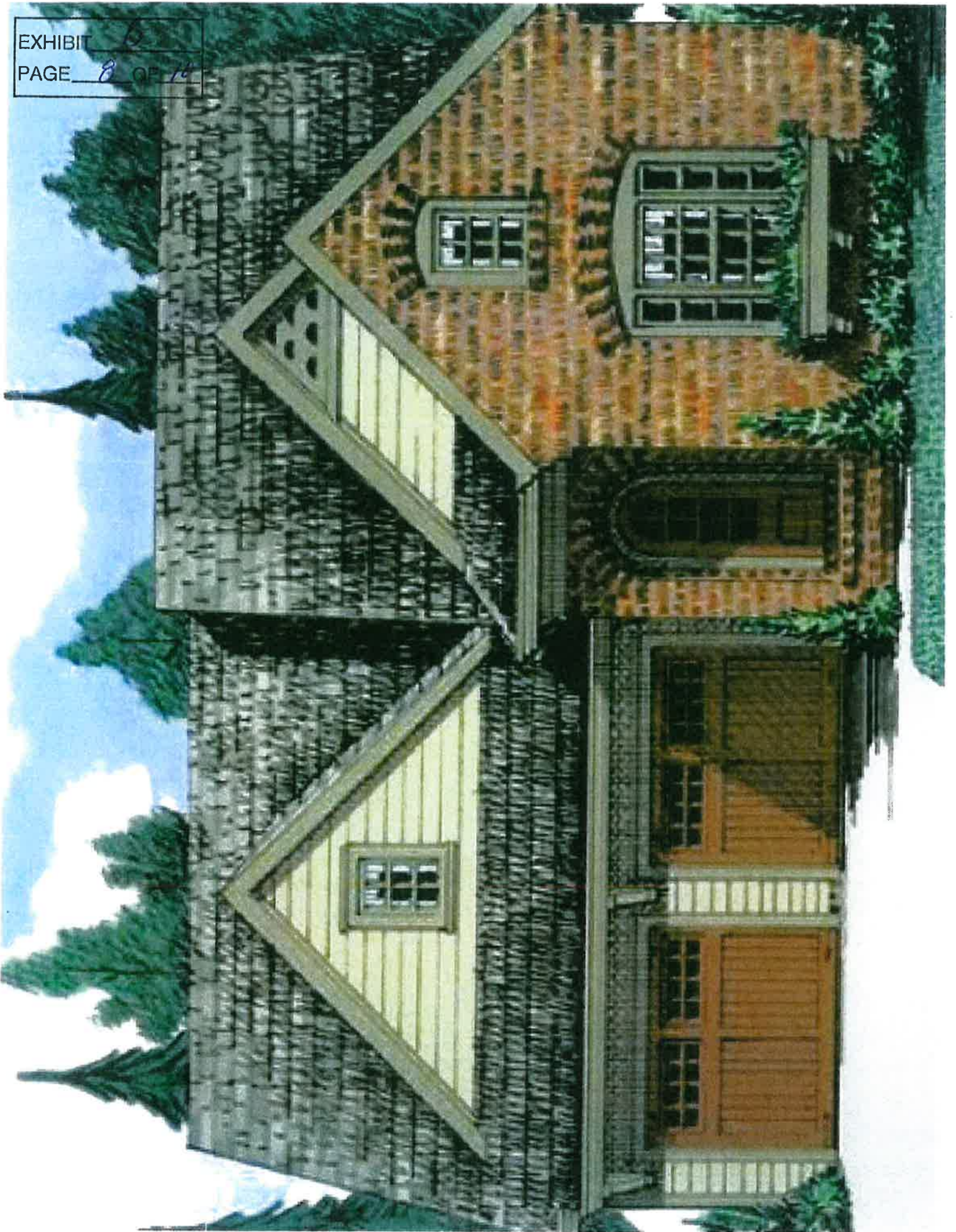
EXHIBIT PAGE 2018



Britt Kaplan
2018



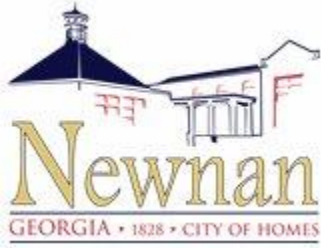
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City of Newnan, Georgia - Mayor and Council



Date: April 23, 2019
Agenda Item: 11 Melson St., Newnan, Ga 30263
Prepared and Presented by:
Matt Murray, Code Enforcement Officer
Submitted by: Bill Stephenson, Chief Building Official

Purpose: To conduct a public hearing concerning the dilapidated structure located at 11 Melson St., Newnan, Ga 30263

Background: Owner: Cassandra D. Richardson

Date Sub-Standard housing file was opened: October 2, 2014.
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On November 28, 2018 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

Options:

1. Adopt a resolution directing the property owner to either repair or demolish the structure within forty five (45) days.
2. Other direction from Council.

Funding: Not Applicable

Recommendation: Staff is requesting Council's approval to proceed with Option 1.

Previous Discussions with Council:

February 20, 2019 – Council informed of conditions.

March 11, 2019 – Public Hearing was requested.





After recording please return to:
Della Hill, City of Newnan
25 LaGrange Street
Newnan, GA 30263

RESOLUTION

IN RE:	Cassandra D. Richardson 11 Melson Street Newnan, GA 30263 Deed Book 4478 page 838	Lien Holders: Coweta County Tax Commissioner City of Newnan
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WHEREAS, the property of Cassandra D. Richardson located at 11 Melson Street, Newnan, Georgia 30263, in the City of Newnan was alleged by the Building Official of the City to be an unsafe building, as defined by an Ordinance adopted by the Mayor and Council on October 10, 1977; and,

WHEREAS, a hearing was set for the Mayor and Council to determine in accordance with the provisions of such Ordinance whether such building was in fact an unsafe building, as defined in such Ordinance and/or that the same was unsafe to the extent that it should be demolished or repaired; and,

WHEREAS, notice of such hearing was given to the owner, lien holder and tenant, if any, as required by such Ordinance, and all other provisions of the Ordinance have been complied with;

NOW THEREFORE, the Mayor and Council of the City of Newnan, after hearing evidence upon the question of whether such building is an unsafe building as defined by the Ordinance of the City of Newnan, do hereby determine that the building of Cassandra D. Richardson located at 11 Melson Street Newnan, Georgia 30263, should be repaired or demolished, and the owner thereof is given _____ (_____) days within which to repair or demolish and remove the same;

RESOLVED FURTHER, that in the event the owner shall fail to repair or demolish and remove the same within the period of _____ (_____) days herein fixed, the Building Official of the City of Newnan is hereby ordered to repair or demolish and remove the same, and to prepare an itemization of the cost of such repair or demolition and removal, and deliver such itemization to the Clerk of the City of Newnan, who is ordered to issue an execution against the owner for the total cost of such repair or demolition and removal, which execution shall constitute a lien against such real estate as of the date of this resolution - all in accordance with the Ordinances of the City of Newnan.

ADOPTED AND APPROVED by the Mayor and Council of the City of Newnan this
___ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cleatus Phillips, City Manager

L. Keith Brady, Mayor

Cynthia E. Jenkins, Mayor Pro-Tem

George M. Alexander, Councilmember

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

IN RE: Cassandra D. Richardson
11 Melson Street
Newnan, GA 30263
Deed Book 4478 Page 838

Lien Holders:
Coweta County Tax Commissioner
City of Newnan

GEORGIA, COWETA COUNTY:

The requirements of the resolution of the Mayor and Council of the City of Newnan adopted on the ____ day of _____, 2019 and recorded in Deed Book _____, Page _____ of the Deed Records of Coweta County, Georgia relating to property located at 11 Melson Street in the City of Newnan, Georgia having been complied with, the Clerk of Superior Court is authorized to enter this satisfaction thereof of record.

This ____ day of _____, 2019.

CITY OF NEWNAN

By: _____
Building Official

Attest: _____
Clerk

[SEAL]

City of Newnan, Georgia - Mayor and Council



Date: April 23, 2019
Agenda Item: 15 Elm Cir, Newnan, Ga 30263
Prepared and Presented by:
Matt Murray, Code Enforcement Officer
Submitted by: Bill Stephenson, Chief Building Official

Purpose: To conduct a public hearing concerning the dilapidated structure located at 15 Elm Cir, Newnan, Ga 30263

Background: Owner: Mary Jean Payne Estate c/o Jeffrey Donald Payne Executor

Date Sub-Standard housing file was opened: July 12, 2018.
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On November 28, 2018 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

Options:

1. Adopt a resolution directing the property owner to either repair or demolish the structure within forty five (45) days.
2. Other direction from Council.

Funding: Not Applicable

Recommendation: Staff is requesting Council's approval to proceed with Option 1.

Previous Discussions with Council:

February 20, 2019 – Council informed of conditions.

March 11, 2019 – Public Hearing was requested.







After recording please return to:
Della Hill, City of Newnan
25 LaGrange Street
Newnan, GA 30263

RESOLUTION

IN RE: Mary Jean Avery Payne Estate
c/o Jeffrey Donald Payne, Executor
15 Elm Circle
Newnan, Georgia 30263
Deed Book 322 page 290

Lien Holders:
Coweta County Tax Commissioner
City of Newnan

WHEREAS, the property of Mary Jean Avery Payne Estate, c/o Jeffrey Donald Payne, Executor located at 15 Elm Circle, Newnan, Georgia 30263, in the City of Newnan was alleged by the Building Official of the City to be an unsafe building, as defined by an Ordinance adopted by the Mayor and Council on October 10, 1977; and,

WHEREAS, a hearing was set for the Mayor and Council to determine in accordance with the provisions of such Ordinance whether such building was in fact an unsafe building, as defined in such Ordinance and/or that the same was unsafe to the extent that it should be demolished or repaired; and,

WHEREAS, notice of such hearing was given to the owner, lien holder and tenant, if any, as required by such Ordinance, and all other provisions of the Ordinance have been complied with;

NOW THEREFORE, the Mayor and Council of the City of Newnan, after hearing evidence upon the question of whether such building is an unsafe building as defined by the Ordinance of the City of Newnan, do hereby determine that the building of Mary Jean Avery Payne Estate, c/o Jeffrey Donald Payne, Executor located at 15 Elm Circle, Newnan, Georgia 30263, should be repaired or demolished, and the owner thereof is given _____ (_____) days within which to repair or demolish and remove the same;

RESOLVED FURTHER, that in the event the owner shall fail to repair or demolish and remove the same within the period of _____ (_____) days herein fixed, the Building Official of the City of Newnan is hereby ordered to repair or demolish and remove the same, and to prepare an itemization of the cost of such repair or demolition and removal, and deliver such itemization to the Clerk of the City of Newnan, who is ordered to issue an execution against the owner for the total cost of such repair or demolition and removal, which execution shall constitute a lien against such real estate as of the date of this resolution - all in accordance with the Ordinances of the City of Newnan.

ADOPTED AND APPROVED by the Mayor and Council of the City of Newnan this
___ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Cynthia E. Jenkins, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

IN RE: Mary Jean Avery Payne Estate
c/o Jeffrey Donald Payne, Executor
15 Elm Circle
Newnan, Georgia 30263
Deed Book 322 page 290

Lien Holders:
Coweta County Tax Commissioner
City of Newnan

GEORGIA, COWETA COUNTY:

The requirements of the resolution of the Mayor and Council of the City of Newnan adopted on the ____ day of _____, 2019 and recorded in Deed Book _____, Page _____ of the Deed Records of Coweta County, Georgia relating to property located at 15 Elm Circle in the City of Newnan, Georgia having been complied with, the Clerk of Superior Court is authorized to enter this satisfaction thereof of record.

This ____ day of _____, 2019.

CITY OF NEWNAN

By: _____
Building Official

Attest: _____
Clerk

[SEAL]



City of Newnan, Georgia - Mayor and Council

Date: 4/15/19

Agenda Item: Request to use Greenville Street Park – Foundations Christian Church – Middle and High School Summer Community Events

Prepared by: Adam Pollard/Katie Mosley

Purpose: Foundations Christian Church is requesting to use Greenville Street Park on June 2nd, June 9th, June 16th, and June 23rd from 5:00pm – 9:00pm for Middle and High School Summer Community Events.

Background: We want to plan four summer community events that will be fun, safe and build the character of middle and high school students in Newnan. At these events there will be food, tailgate style yard games and a character-based lesson. All of which will take place under the supervision of volunteer adults.

Funding: None

Recommendation: Approve with staff working on details with renter. Staff has confirmed there are no conflicts with this request.

Previous Discussion with Council: N/A

Motion to Enter into Executive Session

I move that we now enter into closed session as allowed by O.C.G.A. §50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing

And that we, in open session, adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law.

Motion to Adopt Resolution after Adjourning Back into Regular Session

I move that we adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the council meeting was within the exceptions provided by O.C.G.A. §50-14-4(b).