



Newnan City Council Meeting
February 26, 2019 – 6:30 P.M.
A G E N D A

CALL TO ORDER – Mayor Keith Brady

INVOCATION

READING OF MINUTES

- I Minutes from Regular Council Meeting on February 12, 2019..... Tab A

REPORTS OF BOARDS AND COMMISSION

- I 1 Appointment – Tree Commission – 3 Year Term

- II 1 Appointment – CAFI Board of Trustees

- III 2 Appointments – Keep Newnan Beautiful – 3 Year Terms

- IV Development Authority Annual Report

- V Request from Keep Newnan Beautiful to place art structures sponsored by businesses and created by students around the square from 4/22/2019 through the week of 5/21/2019 that will bring attention to environmental issues Tab B

- VI Request from Newnan Cultural Arts Commission to host two Art Installations during 2019 – June 1 – July 1 “Non-motorized type imaginative wheeled device” pieces and as done previously, “Square Crows” from October 1–November 1..... Tab C

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- I Resolution for Participation in the “Certified City of Ethics” Program..... Tab D

- II Resolution Opposing House Bill 302, Preemption of Local Building Design Standards Tab E

- III Resolution Approving the Assignment of a Land Lease Agreement to Vertical Bridge Tab F

- IV Consideration of certain City-Sponsored Events to Exercise Ordinance
Amendment to Chapter 3, Alcoholic Beverages..... Tab G

- V Performance/Organizer Agreement with Courtenay Budd Caramico for the
“Friends of Wadsworth Concert performances on Saturday March 16th and 17th..... Tab H

- VI Request by D. R. Horton to accept extensions of Scenic Hills Drive, Brookview
Drive and Maple Hill Drive along with new street Pine Knoll Drive into the City’s
Street System Tab I

UNFINISHED BUSINESS

- I **Public Hearing** – 17 Ray Street – Resolution to repair or demolish Tab J

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- I Request from First Baptist Church to block a portion of Brown Street between W.
Washington and Madison Street from 8:00 am to 12:30 pm for safety during the
week of June 10th – 14th for Vacation Bible School Tab K

- II Request from Derrick Teagle, Empowered 4 Life to use the Wesley Street Gym
on Saturday April 20, 2019 from 7:00 pm to 10:00 pm for another Wrestling
Fundraiser..... Tab L

- III Request from Diann Alford to hold Annual Keesha Vessel Vasculitis Walk on
Saturday September 21, 2019 on their same route Tab M

EXECUTIVE SESSION – LEGAL, PERSONNEL AND REAL ESTATE

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, February 12, 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, George Alexander; Rhodes Shell; Dustin Koritko; Cynthia E. Jenkins and Paul Guillaume. Also present: City Manager, Cleatus Phillips; City Clerk, Della Hill; Assistant City Manager, Hasco Craver; City Attorney, Brad Sears and Lieutenant Lane Yearta.

MINUTES – REGULAR MEETING – JANUARY 22, 2019

Motion by Councilman DuBose, seconded by Councilman Koritko to dispense with the reading of the minutes of the Regular Council meeting for January 22, 2019 and adopt them as presented.

MOTION CARRIED. (7 – 0)

AMEND AGENDA

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to amend the agenda to include the BZA Annual Report.

MOTION CARRIED. (7 – 0)

APPOINTMENT – TREE COMMISSION

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

APPOINTMENT – CAFI BOARD OF TRUSTEES

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

RESIGNATION – KEEP NEWNAN BEAUTIFUL – CAROLE ANN FIELDS

Motion by Councilman Shell, seconded by Councilman Koritko to accept the resignation of Carole Ann Fields from Keep Newnan Beautiful with regrets.

MOTION CARRIED. (7 – 0)

RESIGNATION – KEEP NEWNAN BEAUTIFUL – CHRISTINA BOWERMAN

Motion by Councilman DuBose, seconded by Councilman Koritko to accept the resignation of Christina Bowerman from Keep Newnan Beautiful with regrets.

MOTION CARRIED. (7 – 0)

BZA ANNUAL REPORT

Ms. Sally Hensley, BZA Commission, presented the annual report for the BZA Commission. She stated the commission is a seven member board with diverse backgrounds. Their responsibilities are to review variances, special exceptions and administrative appeals from staff. They have a new tool for administrative variance position that goes to staff. They recommend citizens call staff before starting construction projects to save time.

TROLLEY – DOWNTOWN NEWNAN

The City Manager informed Council the Trolley will start this Thursday, February 14, 2019 from 1:00 pm until 8:00 pm running every 45 minutes from downtown to Ashley Park.

PUBLIC HEARING/ALCOHOL BEVERAGE LICENSE – CHIPOTLE MEXICAN GRILL

Mayor Brady opened a public hearing on the application for a Retail On Premise (Pouring) Sales, Distilled Spirits, Malt Beverages and Wine for Chipotle Mexican Grill of Colorado, LLC dba Chipotle Mexican Grill located at 1200 Bullsboro Drive.

A representative of the applicant was present for the hearing. No one spoke for or against the application. Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

Motion by Councilman Koritko, seconded by Councilman DuBose to approve the application for a Retail On Premise (Pouring) Sales, Distilled Spirits, Malt Beverages and Wine for Chipotle Mexican Grill of Colorado, LLC dba Chipotle Mexican Grill located at 1200 Bullsboro Drive.

MOTION CARRIED. (7 – 0)

DAVENPORT & COMPANY INVESTMENT POLICY PRESENTATION AND UPDATED CITY INVESTMENT MANAGEMENT PROGRAM

Mr. Ricardo Cornejo, Davenport & Company, Georgia Team indicated their purpose is to provide guidelines for decision making for City staff. Their responsibility is to establish the scope and key objectives for the Investment Management Program for safety return on investment to establish minimize risk. Establish permitted investments as defined under

Georgia Code. Council will receive a report that highlights the key characteristics of the existing portfolio. We are asking Council to formally adopt Investment Policy.

The City Manager indicated in the past we have been investing with banks and State Pool. With the banking regulations it is harder to match the rates. He noted it would be better to adopt an Investment Policy to insure best return yield and establish protection to minimize risk for fund balance.

Motion by Councilman DuBose, seconded by Councilman Alexander to adopt Investment Policy as presented by Davenport and Company in order for them to move forward with the next step.

MOTION CARRIED. (7 – 0)

RESOLUTION – COWETA COUNTY HAZARD MITIGATION PLAN UPDATE 2018 -2023

Motion by Councilman Alexander , seconded by Councilman Shell to adopt a Resolution approving the Coweta County Hazard Mitigation Plan Update; 2018 – 2023.

MOTION CARRIED. (7 – 0)

REVISED 2019 NEWNAN CENTRE BUDGET – EXPANSION PROJECT

Parks Avery is seeking Council approval for the revised 2019 Newnan Center Budget to create an outdoor wedding venue and expansion to the Pavilion concrete patio.

Motion by Councilman Alexander, seconded by Mayor Pro Tem Jenkins to approve the revised 2019 Newnan Centre Budget which includes the undertaking of an expansion project to create an outdoor wedding venue and an expansion to the Pavilion concrete patio.

MOTION CARRIED. (7 – 0)

REQUEST BY DENNIS DREWYER ON BEHALF OF ASCENSION QOF PARTNERS, LLC – REZONE 24.47± ACRES MCINTOSH PARKWAY FROM RU-7 (URBAN RESIDENTIAL SINGLE-FAMILY DWELLING DISTRICT-HIGH DENSITY) TO MXD (MIXED USE DISTRICT) – INFORMATION ONLY

REQUEST BY WALTER DRAKE – REZONE .32± ACRES LOCATED AT 9 ELLIS STREET/65 FAIR STREET FROM CHV (HEAVY COMMERCIAL DISTRICT) TO RU-1 (URBAN RESIDENTIAL DWELLING DISTRICT-HISTORICAL AND INFILL) – INFORMATION ONLY

REQUEST – DENNIS DREWYER ON BEHALF OF CATHRYN AND WILLIAM SULLIVAN – ANNEX 30.78± ACRES – 950 NORTH HIGHWAY 29 INTO NEWNAN CITY LIMITS- REFER TO PLANNING COMMISSION

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Shell to refer to the Planning Commission the request by Dennis Drewyer to annex 30.78± acres located at 950 North Highway 29 into the Newnan City Limits and bring back to Council with a recommendation.

MOTION CARRIED. (7 – 0)

REQUEST – HOUSING AUTHORITY OF NEWNAN WORKING WITH NEWNAN URBAN REDEVELOPMENT AGENCY PROPOSING USE OF CITY-OWNED PROPERTIES- 70 AND 79 SAVANNAH STREET AS NSP SITES FOR HOMES

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve the request by Housing Authority of Newnan working with the Newnan Urban Redevelopment Agency to use City-owned properties located at 70 and 79 Savannah Street as NSP sites for homes.

MOTION CARRIED. (7 – 0)

STATUS REPORTS – 10 BURCH AVENUE, 286 WEST WASHINGTON STREET, 121 PINSON STREET AND 180 WEST WASHINGTON STREET

<u>Property Address</u>	<u>Owner</u>	<u>Progress</u>	<u>Resolution Deadline</u>
10 Burch Avenue	Abdul S Kader	Progress made	06/09/2019
286 W Washington St	Irvin Jones Estate	Progress made	04/06/2019
121 Pinson Street	Marcus Beasley	Progress made	03/10/2019
180 W Washington St	Render Godfrey	No progress	03/10/2019

These properties have been before Council with public hearings. No action required.

REQUEST – JOSHUA AND KARA COLE – TRANSFER DEED OF PORTION OF ALLEY WHICH SERVES AS DRIVEWAY TO 10 BUCHANAN STREET

Motion by Councilman Shell, seconded by Mayor Pro Tem Jenkins to refer the request to staff and legal for recommendation on the entire alley and check with Newnan Utilities to find out if they are using any of the alley.

MOTION CARRIED. (7 – 0)

REMARKS

District Manager of Waste Management, Alan Owens, was in attendance for the Council meeting.

Mr. Terry Zoell, resident, has some concerns with the increasing of city taxes.

Councilman Shell stated he has had several requests for the City to allow chickens in the City. He asked staff to review the Animal Ordinance to allow chickens in the City.

Councilman Koritko indicated the Ribbon cutting for the LINC went very well. He also stated the filming has been put on hold to give staff a chance to review the process. No one was turned away nor denied.

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, ligation and personnel 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 3:04 pm.

MOTION CARRIED. (7 – 0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

Motion by Mayor Pro Tem Jenkins, seconded by Councilman DuBose 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 Alexander, seconded by Councilman Guillaume to adjourn the Council meeting at 3:45 pm.

MOTION CARRIED. (7 – 0)

Della Hill, City Clerk

Keith Brady, Mayor



February 18, 2019

Mr. Cleatus Phillips
City Manager
City of Newnan
25 Lagrange Street
Newnan, Georgia 30263

Dear Mr. Phillips,

Please accept this letter as a formal request to place the following agenda item on the Newnan City Council's February 26th Meeting Agenda:

The Keep Newnan Beautiful Commission is working on a placemaking project with the Leadership Coweta Class of 2019, Habitat for Humanity, and Lowes. The "April Showers Brings May Flowers" project was created to bring attention to the environmental issue of recycling, importance of proper disposal, and to help support environmental education within Coweta County Schools. These sculptures will be sponsored by businesses and created by students within the schools. We would like to display these art pieces around the square starting the week of Earth Day, April 22, 2019 and remove them the week of May 21, 2019. The project instructions and application are attached here in for your review.

Keep Newnan Beautiful believes this will be a fun event that will encourage pedestrian traffic in downtown Newnan while providing additional support for local schools, by creating partnerships between local businesses and individual schools. It will also bring attention to the work that KNB does concerning recycling, trash, and the impact we have on our environment.

Feel free to contact KNB Chairman, Scott Berta or myself.

Scott may be reached at 770-313-7299 or berta.scott@gmail.com.

Thank you in advance for your consideration.

Kind Regards,

Page Beckwith
Director, Keep Newnan Beautiful
City of Newnan
6 First Ave
Newnan, Ga 30263
678-673-5505 or 678-458-8009
pbeckwith@cityofnewnan.org



April Showers bring May Flowers

A unique partnership with Keep Newnan Beautiful, local businesses, and schools to help fund environmental education experiences.

This event is open to any school and business partnership in Coweta County. Each group will design and construct a flower or bouquet made out of recyclable materials that can fit within a stationary base. Bases will be provided by KNB with assistance from Habitat for Humanity, Lowes, and the Leadership Coweta class of 2019. The flowers will be on display in downtown Newnan from April 22th thru May 22th, 2019.

Winners will be chosen by a judging committee of community members with no affiliations with any of the participants. There will be prizes for the 1st place in the following categories: Most Colorful, Most Creative use of Materials, and Best Assembly.

KNB is requesting that schools(students) construct the flowers and the businesses sponsor the projects with a \$250 sponsorship fee. The money raised from this event will provide scholarships for environmental education experiences for participating schools in Coweta County.

Each sponsor will receive their business name or logo on all advertising and social media promotions, an invitation to the participant reception, signs on the square in front of their sponsored flower pot and recognition on the Keep Newnan Beautiful website.



April Showers bring May Flowers

Registration deadline is March 12nd, 2019

A unique partnership with Keep Newnan Beautiful, local businesses, and schools to help fund environmental education experiences.

- *All displays will be free standing and must be contained in the "planter" provided.
- *Flower(s) should be created with recyclable materials and weather resistant.
- *They must be no taller than 5 feet and no wider than 3 feet.
- *Creators are responsible for keeping their bouquet in good viewing and picture taking condition for entire display period.
- *The KNB commission reserves the right to remove/refuse any displays that might be deemed inappropriate or are damaged.
- *Check in will be the weekend of April 20. Displays will be removed by May 23rd.

Winners will be chosen for the following categories:

Most Creative Use of Materials; Best Assembly; Most Colorful.

There are limited spaces for the flower pots, so spaces will be assigned on a first-come basis.

Register online www.keepnewnanbeautiful.org or
contact the Keep Newnan Beautiful Office
at 678-673-5505



Registration Form

School Name , Contact Name, Phone #, and Email

Business Name, Contact Name, Phone #, and Email

Check one school category

Elementary

Middle

High



City of Newnan, Georgia - Mayor and Council

Date: 2/15/19

Agenda Item: Newnan Cultural Arts Commission City Enhancement

Prepared by: Pamela Prange

Purpose: Art Installation: June 1-July 1, 2019 "Move it, roll it, push it, ride it, Reinvent the wheel"

October 1 -November ,1 2019 "Square Crows"

Background: The "Square Crows" were a tremendous hit and we would like to work toward 4 installations per year on the Square

Funding: Sponsorships and NCAC

Recommendation:

Previous Discussion with Council: N/A

NCCA Committee Meeting February 10, 2019

Attending Bob McKoon, Martha Ann Parks, Pamela Prange

It was decided at the meeting that since we could not go before Newnan City Council until February 28th? That we would scratch the March Spring Event and go to the Summer quarter event which would be June 1-July 1 and the Square Crows would be October 1-November 1 2019.

***It was decided that the Summer Event would be something along the lines of *Move it, roll it, push it, ride it, Reinvent the wheel* with the thought being to include any type of non-motorized type imaginative wheeled device made by the participants.**

For 2020 we decided the following schedule of events:

- 1. February 1-March 1 Snowmen on the Square**
- 2. April 1-May 1 Spring Fling**
- 3. July 1-August 1 Patriotic Theme**
- 4. Oct 1- Nov. 1 Square Crows**

To be Done:

- 1. Pamela Fill out new form to go before the City for Permission**
- 2. Dave to do Graphics for Events**
- 3. Katie to send out on Facebook and Instagram with info given to her by Dave**
- 4. Martha Ann to write press release to go to Katie for approval and to be sent out**
- 5. Dave to send out Entry Forms (or Katie) once know who is participating from the sign ups which Dave handled for Scarecrows. Need to find out from Dave how this was handled.**
- 6. Everyone to work to get \$ 250 Sponsorships**
- 7. Bob to contact Schools and Art Departments**
- 8. Ad to go in paper to announce event and list sponsors**
- 9. Judging by NCCA and Committee**
- 10. Request checks once know winners to be given out at Reception for participants and Commission**
- 11. Dave to handle signage once we know participates and names of their creation**
- 12. Sponsors given to Dave for Signs thanking them for Sponsorships**
- 13. Ad or article in paper to Thank sponsor and announce winners**

CITY OF NEWNAN RESOLUTION FOR PARTICIPATION
IN THE "CERTIFIED CITY OF ETHICS" PROGRAM

WHEREAS, the Board of Directors of the Georgia Municipal Association, has established a Certified City of Ethics program; and

WHEREAS, the City of Newnan has previously adopted an ethics ordinance and has become a Certified City of Ethics; and

WHEREAS, THE City of Newnan, Georgia wishes to be re-certified as a Certified City of Ethics under the GMA Program; and

WHEREAS, part of the re-certification process requires the mayor and council to re-subscribe to the ethics principles approved by the GMA Board;

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Newnan, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly.

- Serve Others, Not Ourselves
- Use Resources With Efficiency and Economy
- Treat All People Fairly
- Use The Power Of Our Position For The Well Being Of Our Constituents
- Create An Environment Of Honesty, Openness And Integrity

RESOLVED, this ____ day of _____, 2019

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

Cynthia E. Jenkins, Mayor Pro Tem

Reviewed as to form:

George M. Alexander, Councilmember

C. Bradford Sears, Jr. City Attorney

Ray DuBose, Councilmember

Rhodes Shell, Councilmember

Cleatus Phillips, City Manager

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

A RESOLUTION

Opposing House Bill 302, Preemption of Local Building Design Standards.

WHEREAS, HB 302 would prohibit local governments from regulating “building design elements” in single or double family dwellings, which could negatively impact economic development efforts and harm competitiveness; and

WHEREAS, appropriate local design standards and land use policies create a diverse, stable, profitable and sustainable residential development landscape; and

WHEREAS, HB 302 is a bill that would undermine self-determination of citizens to establish community standards as illustrated by the following:

- Municipal and county officials are elected in part to make decisions about the look and feel of their communities, which fosters economic development, preserves the character of communities; and
- Municipalities and counties use design standards to ensure that the property values of surrounding property owners remain protected from incompatible development; and
- HB 302 would severely erode the ability of all 538 Georgia cities and 159 counties to address unique and community-specific quality of life issues.

WHEREAS, county and municipal governments use building design standards to protect property values, attract high quality builders, and block incompatible development; and

WHEREAS, building design standards assure residents and business owners that their investments will be protected, and that others who come behind them will be equally committed to quality; and

WHEREAS, local governments spend a large amount of resources studying, surveying, crafting, and defining their vision and development strategies, and design standards are an integral part of those endeavors to attract residents, businesses, and the much-coveted trained workforce; and

WHEREAS, development and redevelopment efforts should reflect the community and its vision while simultaneously creating a sense of place; and

WHEREAS, county and municipal government officials are elected to make decisions about the look and feel of their communities, and HB 302 would transfer that power from duly-elected local leaders to outside groups with little to no stake in the future or success of Georgia’s municipalities, including real estate developers and homebuilders; and

WHEREAS, building design standards neither discourage nor favor affordable housing, nor prevent the availability of certain housing types, as supporters of HB 302 purport; and

WHEREAS, local governments should have the ability to provide more affordable housing options without sacrificing their unique character or threatening economic growth; and

WHEREAS, although historic districts are protected in HB 302, which indicates an understanding that standards do in fact make sense, downtown overlays or other similar special zoning districts are not; and

WHEREAS, local governments should be empowered to enforce building design standards to make today’s thriving downtown tomorrow’s historic district; and

WHEREAS, by limiting the ability of local governments to enforce building design standards in single or double family dwellings, HB 302 would negatively impact quality-of-life issues, including economic growth and the safety and welfare of Georgia citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NEWNAN that the this governing body voices its opposition to HB 302, Preemption of Local Building Design Standards.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to members of the City of Newnan local delegation, and made available for distribution to the public and the press.

ATTEST:

Della Hill, City Clerk

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

Ray F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin K. Koritko, Councilmember

Paul L. Guillaume, Councilmember

House Bill 302

By: Representatives Smith of the 133rd, Powell of the 32nd, Burns of the 159th, McCall of the 33rd, Frye of the 118th, and others

A BILL TO BE ENTITLED
AN ACT

1 To amend Title 8 and Title 36 of the Official Code of Georgia Annotated, relating to
2 buildings and housing and local government, respectively, so as to prohibit local
3 governments from adopting or enforcing ordinances or regulations relating to or regulating
4 building design elements as applied to one or two-family dwellings; to provide for
5 definitions; to provide for exceptions; to revise the term "zoning" as it relates to zoning
6 procedures; to provide for related matters; to repeal conflicting laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 **SECTION 1.**

9 Title 8 of the Official Code of Georgia Annotated, relating to buildings and housing, is
10 amended in Part 1 of Article 1 of Chapter 2, relating to buildings generally, by adding a new
11 Code section to read as follows:

12 "8-2-5.

13 (a) As used in this Code section, the term:

14 (1) 'Building design element' means, exclusively:

15 (A) Exterior building color;

16 (B) Type or style of exterior cladding material;

17 (C) Style or materials of roof structures or porches;

18 (D) Exterior nonstructural architectural ornamentation;

19 (E) Location or architectural styling of windows and doors, including garage doors;

20 (F) The number and types of rooms;

21 (G) The interior layout of rooms; and

22 (H) Types of foundation structures approved under state minimum standard codes.

23 (2) 'State minimum standard codes' means the following codes:

24 (A) International Building Code (ICC);

25 (B) National Electrical Code (NFPA);

- 26 (C) International Fuel Gas Code (ICC);
 27 (D) International Mechanical Code (ICC);
 28 (E) International Plumbing Code (ICC);
 29 (F) International Residential Code for One- and Two-Family Dwellings (ICC);
 30 (G) International Energy Conservation Code (ICC);
 31 (H) International Fire Code (ICC);
 32 (I) International Existing Building Code (ICC);
 33 (J) International Property Maintenance Code (ICC); and
 34 (K) Any other code deemed appropriate by the board for the safety and welfare of
 35 Georgia's citizens.
- 36 (3) 'Zoning decision' shall have the same meaning as provided in Code Section 36-66-3.
 37 (4) 'Zoning ordinance' shall have the same meaning as provided in Code Section 36-66-3.
- 38 (b) No county or municipal corporation shall adopt or enforce any ordinance or regulation
 39 relating to or regulating building design elements as applied to one or two-family dwellings
 40 except under one or more of the following circumstances:
- 41 (1) The structure is located in an area designated as a historic district pursuant to
 42 Article 2 of Chapter 10 of Title 44, the 'Georgia Historic Preservation Act';
 43 (2) The structure is located in an area designated as a historic district on the National
 44 Register of Historic Places;
 45 (3) The structure is individually designated as a local, state, or national historic
 46 landmark;
 47 (4) The ordinance or regulation is a requirement of applicable state minimum standard
 48 codes;
 49 (5) The ordinance or regulation is applied to manufactured homes in a manner consistent
 50 with Part 2 of Article 2 of this chapter, 'The Uniform Standards Code for Manufactured
 51 Homes Act,' and applicable federal law; or
 52 (6) The ordinance or regulation is adopted as a condition of participation in the National
 53 Flood Insurance Program.
- 54 (c) The provisions of subsection (b) of this Code section shall not be construed to:
 55 (1) Prohibit or impair the power of a county or municipal corporation to adopt or enforce
 56 any zoning ordinance or make any zoning decision; or
 57 (2) Affect the validity or enforceability of private covenants or other contractual
 58 agreements among property owners relating to building design elements."

59 **SECTION 2.**

60 Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended
 61 by revising paragraph (3) of Code Section 36-66-3, relating to definitions relative to zoning
 62 procedures, as follows:

63 "(3) 'Zoning' means the power of local governments to provide within their respective
 64 territorial boundaries for the zoning or districting of property for various uses and the
 65 prohibition of other or different uses within such zones or districts and for the regulation
 66 of development and the improvement of real estate, within their respective territorial
 67 boundaries, to divide property into separate zones or districts, and, in connection with
 68 such divisions, to regulate the following within ~~such~~ the zones or districts in accordance
 69 with the uses of property for which such zones or districts were established:

70 (A) Land use;

71 (B) The height, width, area, and size of buildings and other structures;

72 (C) The percentage of lots that may be occupied;

73 (D) The size of yards, courts, and other open spaces;

74 (E) The density of the population;

75 (F) The location and use of buildings, structures, and land;

76 (G) Lot coverage, lot width, lot area, and setbacks;

77 (H) Spacing between buildings and structures;

78 (I) Buffer zones;

79 (J) Parking requirements; and

80 (K) Landscaping requirements."

81 **SECTION 3.**

82 All laws and parts of laws in conflict with this Act are repealed.

RESOLUTION NO. _____
A RESOLUTION APPROVING THE ASSIGNMENT OF A
LAND LEASE AGREEMENT TO VERTICAL BRIDGE

WHEREAS, City of Newnan, a Georgia municipal corporation, (“**Lessor**”) is a party to a Land Lease Agreement (the “**Agreement**”), dated June 30, 2017, with SouthWestCo Wireless, Inc. d/b/a Verizon Wireless (“**Verizon Wireless**”) for property located in Coweta County, Georgia; and

WHEREAS, Verizon Wireless desires to assign the Agreement to Vertical Bridge Development, LLC, 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 (“**Assignee**”); an entity that is not Verizon Wireless’ principal, affiliate, subsidiary of its principal or an entity that is acquiring all or substantially all of its assets in the market defined by the Federal Communications Commission in which the Property is located by reason of merger, acquisition or other business reorganization; and

WHEREAS, the Lessor is willing to consent to the assignment of the Agreement to the Assignee effective upon the satisfaction of all terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the foregoing and the promises set forth herein, the Lessor resolves as follows:

1. Each of the foregoing recitals is hereby incorporated by reference.
2. The Lessor releases Verizon Wireless, effective upon the closing date of the transaction between Verizon Wireless and the Assignee (“Closing Date”), from all obligations and liabilities under the Agreement relating to the period after the Closing Date; and the Assignee shall be responsible for any obligations and liabilities under the Agreement relating to the period on and after the Closing Date.
3. Effective upon the date the following condition is satisfied, the Lessor consents to and approves the assignment of the Agreement to the Assignee:
 - a. Within ten (10) days after adoption of this Resolution by the Lessor, the Assignee shall deliver to the City: 1) a signed acceptance of this Resolution in the form attached hereto as Exhibit A and incorporated by reference.
4. In the event the transaction contemplated by this Resolution is not completed for any reason, or in the event the conditions specified herein are not satisfied, the City’s consent shall not be effective.

This Resolution shall take effect as provided herein and, continue and remain in effect, from and after the date of its passage, approval, and adoption.

A motion to approve the foregoing Resolution No. _____ was made by City Council Member _____ and duly seconded by Council Member _____.

The following City Members voted in the affirmative:

The following City Council Members voted in the negative:

Passed and adopted by the City of Newnan, Georgia this 26th day of February 2019.

ATTEST:

Della Hill, City Clerk

Keith Brady, Mayor

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cynthia Jenkins, Mayor Pro-Tem

Cleatus Phillips, City Manager

George Alexander, Councilmember

Ray DuBose, Councilmember

Rhodes Shell, Councilmember

Dustin Koritko,, Councilmember

Paul Guillaume, Councilmember

EXHIBIT A

ACCEPTANCE AGREEMENT

VERTICAL BRIDGE DEVELOPMENT, LLC, 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, hereby acknowledges the City of NEWNAN, GEORGIA Resolution No. _____ (“Resolution”) and hereby accepts each and every term, provision and recital of the Resolution and agrees that, VERTICAL BRIDGE DEVELOPMENT, LLC, 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 shall be bound by the terms and provisions of the Land Lease Agreement (Site Name: Greison Trail Plat of Survey) in accordance with the Resolution.

Dated: _____, 2019

VERTICAL BRIDGE DEVELOPMENT, LLC

By: _____

Its: _____

Address: 750 Park of Commerce Drive,
Suite 200
Boca Raton, Florida 33487

SWORN TO BEFORE ME this

_____ day of _____, 2019

NOTARY PUBLIC

LAND LEASE AGREEMENT

This Agreement, made this 30th day of June, 2017 between CITY OF NEWNAN a Georgia municipal corporation, with its principal offices located at 25 LaGrange Street, Newnan, Georgia 30263, hereinafter designated LESSOR and SOUTHWESTCO WIRELESS, INC., a Delaware corporation, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

For and in consideration of the sum of \$10.00 cash in hand paid, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. PREMISES. LESSOR hereby leases and demises to LESSEE and LESSEE hereby leases and accepts from LESSOR a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 40 Roberts Road, Newnan, Coweta County, Georgia, and being described as a 100' by 100' parcel containing approximately 10,000 square feet (the "Land Space"), together with the non-exclusive easement (the "Easement") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a 30' wide easement extending from the nearest public right-of-way, Roberts Road, to the Land Space, and for the purpose of the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along one or more easements from the Land Space, said Land Space and Easement (hereinafter collectively referred to as the "Premises") being substantially as described on Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the County of Coweta as Tax Parcel Number N55 004 and is further described in (i) Deed Book 33 at Page 83; (ii) Deed Book 33 at Page 87; (iii) Deed Book 33 at Page 95; and (iv) Deed Book 33 at Page 152, as recorded in the Office of the Clerk of the Superior Court of Coweta County, Georgia.

In the event any public utility is unable to use the Easement, LESSOR hereby agrees to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Thousand and No/100 Dollars (\$20,000.00) to be paid annually on each anniversary of the Commencement Date, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least

thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the first annual rental payment by February 13.

In addition to the annual rental, LESSEE shall pay to LESSOR an amount equal to twenty percent (20%) of the gross rentals per year that LESSEE receives from tower lessees ("Sublessees") (the payment, "Sublease Fee"). To the extent applicable, the Sublease Fee shall be paid annually in one (1) lump sum within thirty (30) days of the anniversary of the Commencement Date. If any payment required by this Agreement is not actually received by LESSOR on or before the applicable date fixed in this Agreement, LESSEE shall pay interest thereon, from the due date to the date paid at a rate of one percent (1%) per month. LESSOR shall have the right to annually inspect the books and records of LESSEE or its assigns to verify the amount of LESSEE's gross rentals per year. Should LESSOR exercise its right to inspect LESSEE's books and records, said inspection shall occur at LESSEE's principal office as listed herein.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of Nine Thousand Six Hundred Thirty and No/100 Dollars (\$9,630.00), which shall be considered as "additional rent" for the Premises for the period beginning on the date of this Agreement until the Commencement Date, which shall be paid within forty-five (45) days from the date of full execution of this Agreement by the Parties. LESSOR recognizes that Section 3(a) of this Agreement governs the Commencement Date and that this Section 3(b) of this Agreement does not impact whether or not LESSEE chooses to commence the Term.

c. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. Throughout the Term, the annual rental shall increase on the first anniversary of the Commencement Date and on each annual anniversary thereafter (including any extension terms) such that the annual rental shall equal 103% of the annual rental paid immediately preceding such anniversary.

6. INTENTIONALLY DELETED.

7. TAXES. LESSEE shall be responsible for all taxes levied upon LESSEE's leasehold improvements (including LESSEE's equipment building and tower) on the Premises.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility not greater than 150 feet in height and uses incidental thereto. A security fence consisting of material approved by LESSOR consistent with LESSOR's ordinances or regulations shall be placed around the perimeter of the Premises (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. Following the initial installation of the communications facility, LESSEE shall not add equipment that alters the size or quantity of its equipment, without first submitting to LESSOR a written proposal regarding the proposed configuration and obtaining the written consent of LESSOR, which shall not be unreasonably withheld, conditioned or delayed. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for LESSEE's use; (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations and warranties made by each Party to the other hereunder, and except to the extent of the indemnities

made by LESSEE to LESSOR hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

10. INSURANCE. LESSEE will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a limit of liability of Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury (including death) or property damage per occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by LESSEE's commercial general liability insurance shall include LESSOR as an additional insured as its interest may appear under this Agreement.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR pursuant to paragraph 23. Upon such termination, LESSEE shall pay LESSOR, along with the notice of annual termination, a one-time lump sum termination fee equal to six (6) months of the rent in effect in the month immediately preceding the effective date of termination.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property is completed. LESSOR hereby waives any statutory or landlord's lien that may otherwise attach to LESSEE's equipment.

15. INTENTIONALLY DELETED.

16. INTENTIONALLY DELETED.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants and agrees that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE

in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Newnan, Georgia
c/o City Manager
City Hall
25 LaGrange Street
Newnan, Georgia 30263

LESSEE: Southwestco Wireless, Inc.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or Easement; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage encumbering all or part of the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights to remain in occupancy of and to have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest, and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a memorandum of this Agreement (the "Memorandum of Lease") in substantially the form attached hereto as Exhibit "C" and by this reference made a part hereof, which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not

maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party. In addition to other available remedies, either Party seeking to enforce rights or obligations pursuant to this Agreement may recover reasonable attorneys' fees actually incurred from the other party upon completion of any litigation. LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any

way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. Such captions shall not affect or be utilized in the construction or interpretation of this Agreement.

36. LESSEE acknowledges that the authority of a municipality in the State of Georgia to enter into a long term lease is unsettled. LESSEE and LESSOR have made a diligent and good faith effort to the comply with the laws governing the leasing of LESSOR's Property. In the event that LESSEE and LESSOR are found by a court of appropriate and competent jurisdiction to have failed to comply with the laws governing the leasing of LESSOR's Property and this Agreement is found to be invalid, LESSEE agrees, for itself and its successors and assigns, that LESSEE shall not seek to recover any costs, fees or damages from LESSOR or its officers, agents, clerks, council members or other elected officials arising from any losses LESSEE may incur as a result of such invalidity. LESSOR may condition its consent to any assignment or subleasing upon any assignee or sublessee agreeing to be bound by the waiver contained in this Section.

37. LESSEE, on behalf of itself, its employees, contractors, subcontractors or assigns, agrees that in the use of the Easement, it will not damage or interfere with LESSOR's utility service to LESSOR's existing facilities or the guy wire crossing the Easement servicing the LESSOR's existing facilities. In the event either the utility service, guy wire or the existing facilities are damaged or interfered with in any way, LESSEE agrees to reimburse LESSOR for all expenses incurred by LESSOR in correcting or repairing the damages incurred by the utility services, the guy wire or LESSOR's existing facilities.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF NEWNAN,
a Georgia municipal corporation

By: [Signature]

Its: Mayor

Date: 4-25-2017

[Signature]
WITNESS

LESSEE:

SOUTHWESTCO WIRELESS, INC.,
a Delaware corporation
d/b/a Verizon Wireless

By: [Signature]

Jim Blake
Director - Network Field Engineering

Date: 4.30.17

[Signature]
WITNESS

Exhibit "A"

(Legal Description of Premises)

Land Space

All that tract of land, lying and being in Land Lot 24, 5th Land District, City of Newnan, Coweta County, Georgia, being more particularly described as follows:

To find the point of beginning, commence at the centerline intersection of Bennett Street (having a 50-foot right-of-way) and Robert Road (having a 50-foot right-of-way); thence running along a tie line, South 11°24'19" West, 757.67 feet to a point on the easterly right-of-way line of Robert Road; thence leaving said right-of-way line and running, North 83°57'00" East, 324.44 feet to a point; thence, North 31°32'24" East, 87.59 feet to a point; thence, North 65°48'20" West, 50.00 feet to a point and the true POINT OF BEGINNING; Thence running, North 24°11'40" East, 100.00 feet to a point; Thence, South 65°48'20" East, 100.00 feet to a point; Thence, South 24°11'40" West, 100.00 feet to a point; Thence, North 65°48'20" West, 100.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet) more or less, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC dated March 12, 2015 and last revised March 18, 2015.

Easement

Together with a 30-foot wide ingress-egress and utility easement, lying and being in Land Lot 24, 5th Land District, City of Newnan, Coweta County, Georgia, being more particularly described by the following centerline data:

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As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC dated March 12, 2015 and last revised March 18, 2015.

Exhibit "B"
Survey of Premises
See attached

Exhibit "C"

Upon Recording, Return to:
Idrissa Morgan, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308-2216

Cross Reference:
Deed Book 33, Page 83
Deed Book 33, Page 87
Deed Book 33, Page 95
Deed Book 33, Page 152

Coweta County, Georgia Records

STATE OF GEORGIA)
)
COUNTY OF COWETA)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement (the "Memorandum") is made this _____ day of _____, 20__, between CITY OF NEWNAN, a Georgia municipal corporation, with a mailing address of 25 LaGrange Street, Newnan, Georgia 30263, hereinafter collectively referred to as "LESSOR", and SOUTHWESTCO WIRELESS, INC., d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920-1097, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on _____, 20__ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for successive five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.
2. LESSOR hereby leases and demises to LESSEE and LESSEE hereby leases and accepts from LESSOR a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 40 Roberts Road, Newnan, Coweta County, Georgia, and being described as a 100' x 100' parcel containing approximately 10,000 square feet, as shown on the Tax Map of the County of Coweta, Georgia as a portion of Tax Parcel No. N55 004, and being part of that real property further described in (i) Deed Book 33 at Page 83; (ii) Deed Book 33 at Page 87; (iii) Deed Book 33 at Page 95; and Deed Book 33 at Page 152, as recorded in the Office of the Clerk of Superior Court of Coweta County, Georgia, together with the non-exclusive easement for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and an exclusive easement for the purpose of the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along a thirty foot (30') wide easement extending from the nearest public right-of-way, Roberts Road, to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit "A" attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit "B". In the event any public utility is unable to use the aforementioned easement, LESSOR has agreed to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is _____.
4. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an

interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

5. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or Easement; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in favor of LESSEE in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and to have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest, and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
6. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed under seal on the date first written hereinabove.

<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>Witness</p> <p>_____</p> <p>Notary Public My Commission Expires: _____</p> <p>(NOTARIAL SEAL)</p>	<p>LESSOR:</p> <p>CITY OF NEWNAN, a Georgia municipal corporation</p> <p>BY: _____</p> <p>NAME: _____</p> <p>ITS: _____</p> <p>DATE: _____</p>
<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>Witness</p> <p>_____</p> <p>Notary Public My Commission Expires: _____</p> <p>(NOTARIAL SEAL)</p>	<p>LESSEE:</p> <p>SOUTHWESTCO WIRELESS, INC., a Delaware corporation, d/b/a Verizon Wireless</p> <p>BY: _____</p> <p>DATE: _____</p>

EXHIBIT A

WRITTEN METES AND BOUNDS OF THE PREMISES

Land Space

All that tract of land, lying and being in Land Lot 24, 5th Land District, City of Newnan, Coweta County, Georgia, being more particularly described as follows:

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Said tract contains 0.2296 acres (10,000 square feet) more or less, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC dated March 12, 2015 and last revised March 18, 2015.

Easement

Together with a 30-foot wide ingress-egress and utility easement, lying and being in Land Lot 24, 5th Land District, City of Newnan, Coweta County, Georgia, being more particularly described by the following centerline data:

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As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC dated March 12, 2015 and last revised March 18, 2015.

EXHIBIT B

BOUNDARY SURVEY OF THE PREMISES

See attached.

Upon Recording, Return to:
Alaina Shamp, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308-2216

Cross Reference:
Deed Book 33, Page 83
Deed Book 33, Page 87
Deed Book 33, Page 95
Deed Book 33, Page 152

Coweta County, Georgia Records

STATE OF GEORGIA)
)
COUNTY OF COWETA)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement (the "Memorandum") is made this 30th day of June, 2017, between CITY OF NEWNAN, a Georgia municipal corporation, with a mailing address of 25 LaGrange Street, Newnan, Georgia 30263, hereinafter collectively referred to as "LESSOR", and SOUTHWESTCO WIRELESS, INC., d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920-1097, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on June 30, 2017 for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

2. LESSOR hereby leases and demises to LESSEE and LESSEE hereby leases and accepts from LESSOR a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 40 Roberts Road, Newnan, Coweta County, Georgia, and being described as a 100' x 100' parcel containing approximately 10,000 square feet (the "Land Space"), as shown on the Tax Map of the County of Coweta, Georgia as a portion of Tax Parcel No. N55 004, and being part of that real property further described in (i) Deed Book 33 at Page 83; (ii) Deed Book 33 at Page 87; (iii) Deed Book 33 at Page 95; and Deed Book 33 at Page 152, as recorded in the Office of the Clerk of Superior Court of Coweta County, Georgia, together with the non exclusive easement (the "Easement") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, over or along a 30' wide easement extending from the nearest public right of way, Roberts Road, to the Land Space, and for the purpose of the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along one or more easements from the nearest public right of

way, Roberts Road, to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit "A" attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit "B". In the event any public utility is unable to use the aforementioned easement, LESSOR has agreed to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is _____.

4. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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<p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> Witness</p> <p><u>Della Hill</u> Notary Public My Commission Expires: <u>8-27-19</u></p> <p>(NOTARIAL SEAL)</p>	<p>LESSOR:</p> <p>CITY OF NEWNAN, a Georgia municipal corporation</p> <p>BY: <u>[Signature]</u> NAME: <u>Keith Brady</u> ITS: <u>Mayor</u> DATE: <u>4-25-2017</u></p>
<p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> Witness</p> <p><u>[Signature]</u> Notary Public My Commission Expires: <u>3/20/2019</u></p> <p>(NOTARIAL SEAL)</p>	<p>LESSEE:</p> <p>SOUTHWESTCO WIRELESS, INC., a Delaware corporation d/b/a Verizon Wireless</p> <p>BY: <u>[Signature]</u> <u>Jim Blake</u> Director - Network Field Engineering DATE: <u>6-20-17</u></p>

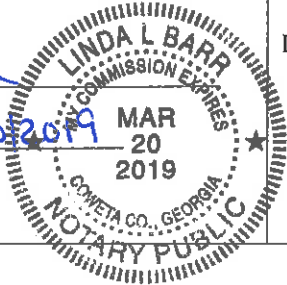


EXHIBIT A

Land Space

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As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC dated March 12, 2015 and last revised March 18, 2015.

EXHIBIT B

(See attached)



City of Newnan, Georgia - Mayor and Council

Date: February 13, 2019

Agenda Item: Consideration of Certain City-Sponsored Events to Exercise Ordinance Amendment to Chapter 3, Alcoholic Beverages

Prepared by: Abigail Strickland, Main Street Newnan Special Events Coordinator

Purpose: Newnan City Council may consider allowing for the possession and consumption of alcoholic beverages on public streets and sidewalks located within a defined location with the Downtown Development Authority District during the following events and in accordance with the Code of Ordinances of the City of Newnan, Chapter 3, Alcoholic Beverages:

- **Spring Art Walk – Friday, March 29, 2019**
- **Summer Wined Up – Friday, June 7, 2019**
- **Summer NewnaNights- Thursday, June 13, 2019, July 11, 2019, & August 8, 2019**
- **Fall Art Walk – Friday, September 20, 2019**
- **Oktoberfest Craft Beer Tasting – Friday, October 4, 2019**
- **Tucked Away Music Festival—Saturday, October 26, 2019**
- **Holiday Sip-and-See – Friday, November 15, 2019**

Background: In accordance with the amended Code of Ordinances, Chapter 3, Alcoholic Beverages, Section 3-27 (b), City Staff is providing a map of a defined location for the possession and consumption of alcoholic beverages beginning 30 minutes prior to the beginning of the event, during the event, and up to 30 minutes after the end of the event.

Funding: N/A

Recommendation: City Staff, on behalf of the Newnan Downtown Development Authority, recommends approval of the request to exercise the Code of Ordinances of the City of Newnan, Chapter 3, Alcoholic Beverages, as amended, to allow for the possession and consumption of alcoholic beverages on public streets and sidewalks during city-sponsored events in a defined location within the Downtown Development Authority District.

- A request to allow for possession and open consumption for city sponsored event series Summer NewnaNIGHTS on:
 - Thursday, June 13, 2019,
 - Thursday, July 11, 2019, &
 - Thursday, August 8, 2019in Greenville Street Park. (*Please see Attachment A*).
- A request to allow for possession and open consumption for city sponsored events:
 - Spring Art Walk – Friday, March 29, 2019
 - Summer Wined Up – Friday, June 7, 2019
 - Fall Art Walk – Friday, September 20, 2019
 - Oktoberfest Craft Beer Tasting – Friday, October 4, 2019
 - Tucked Away Music Festival—Saturday, October 26, 2019
 - Holiday Sip-and-See – Friday, November 15, 2019

In the area bounded by: Wesley St, Jefferson St, Madison St, Perry St, Spring St, Brown St, Madison St, Jackson St. (*Please see Attachment B*).

Attachments:

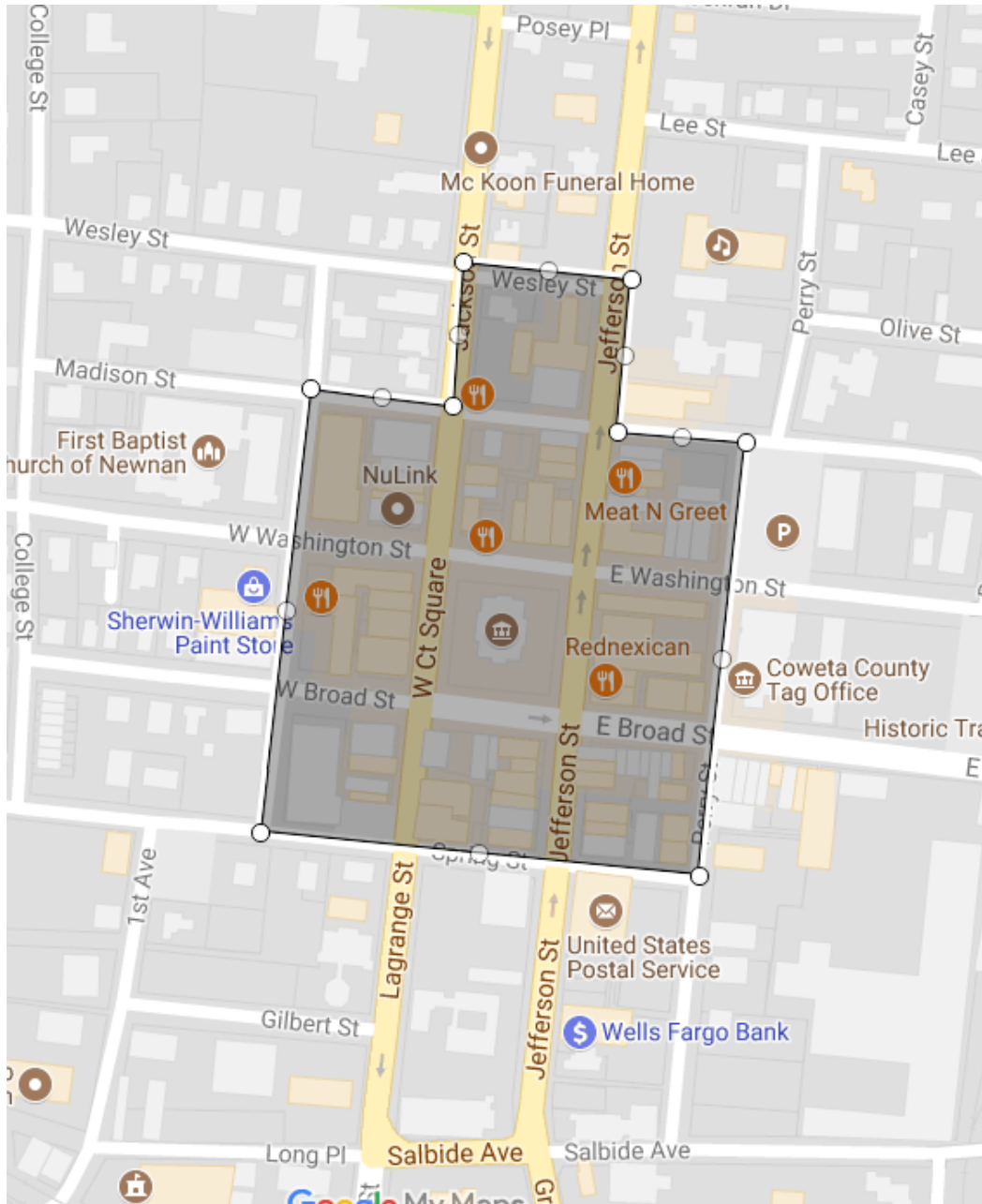
1. Proposed map for SummerNewnanights (Attachment A), and
2. Proposed map for all events within the current open container district (Attachment B).

Previous Discussions with Council: Newnan City Council adopted an Ordinance to Amend Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Newnan, Georgia at the March 28, 2017 meeting.

Attachment A:



Attachment B:



THIS PERFORMANCE/ORGANIZER AGREEMENT is made and entered into as of this _____ day of _____, 2019, by and between The **City of Newnan, Georgia** (hereinafter "Presenter") and the musical performer/organizer **Courtenay Budd Caramico** (hereinafter "Caramico"), whose address is 51 Adriance Avenue / Poughkeepsie, New York 12601.

In consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Caramico and Presenter hereby mutually agree as follows:

1. ENGAGEMENT. Presenter hereby engages Caramico to render two (2) musical performances that shall be known as the "**Friends of Wadsworth Concert**" on **Saturday, March 16**, and the "**Friends of Wadsworth Young People's Concert**" on **Sunday, March 17** (hereinafter the "Performances") presented under the auspices of the City of Newnan Cultural Arts Commission ("NCAC"), and Caramico hereby agrees to render such Performances, under the terms and conditions specified herein.

2. INDIVIDUALS TO PERFORM. Caramico shall organize the attendance of five (5) other-musical performers named on Exhibit "A" to accompany her at the Performances and shall contract directly with each Performer for all performance fees, master class fees and travel allowances. Caramico's obligation to perform hereunder is subject to her unavailability as a result of sickness, accidents, acts of God, and other reasons beyond Caramico's control. Unavailability of other performers shall not effect Caramico's obligation to perform.

3. LOCATION OF PERFORMANCES. The Performance will take place at the following venue:

Name:	The Charles Wadsworth Auditorium
Street Address:	25 Jefferson Street
City/State/Zip:	Newnan, Georgia 30263
Telephone:	770-254-2358

Presenter shall supply sound system, lights, and break music, any necessary security, and necessary door personnel at the venue.

4. DATE AND TIME OF PERFORMANCES. The day and date of the Performances shall be **Saturday, March 16 at 7:00 p.m. and Sunday, March 17 at 3:00 p.m.**

5. PAYMENT. In full consideration for all services rendered by Caramico as the musical performer/organizer, Presenter agrees to pay to Caramico a fee of **\$14,000** to compensate herself and the other performers for the "Friends of Wadsworth" performances on Saturday, March 16, and Sunday, March 17. Presenter shall also provide Caramico **\$1,000** to compensate the performers conducting the master class on Thursday, March 14. In addition, the Presenter shall provide Caramico an additional **\$1,500** for Caramico to provide five (5) air travel allowances of \$300/performer to the 2019 Friends of Wadsworth performers. The total fee paid to Caramico shall be **\$16,500**.

Presenter agrees to provide the following services on Performer's behalf: I) Presenter shall pay all expenses and costs associated with renting a Steinway "D" concert piano and bench for Performers use in the Performance (said costs not to exceed \$2,000); II) Presenter shall pay for piano tuning services (said cost not to exceed \$550); III) Presenter shall pay for an airline ticket for the transportation of any cello accompanying Performer, if required, in the Performances (said cost not to exceed \$300); IV) Presenter shall engage a page turner to assist the Piano Musicians at the Performances (said cost not to exceed \$400); V) provide an extra piano bench (at no extra cost) and VI) Presenter shall provide accommodations for Performers at the Home2 Suites by Hilton, 4501 McIntosh Parkway, Newnan, Georgia 30263 or similar hotel, said accommodations not to exceed five (5) nights for any of the Performers. Presenter shall compensate Caramico as follows:

a) PAYMENT. Caramico shall pay each individual performer a Performance Fee, Travel Allowance (if required) and Master Class fee (if applicable) from the Performer/Organizer fee paid by the Presenter to Caramico.

6. MASTER CLASS. Caramico shall coordinate and facilitate a master class on Thursday, March 14, from 9:30am-12:00 (noon) at the Centre for Performing & Visual Arts. The purpose of the master class shall be the education and training of Coweta County School System students. Upon completion of the master class, Caramico shall be responsible for compensating the two master class performers for the services rendered from the performance/organizer fee paid by the Presenter to Caramico.

7. MERCHANDISE. At Caramico's option, Caramico and any other Performer may offer CDs, tapes, and other items for sale at the Performances. Performer will retain all proceeds from such sales. To facilitate such merchandising, Presenter will provide a table and chairs set up in an easily accessible and visible area of the venue.

8. CANCELLATION. Presenter shall have no liability to Caramico or the performers hereunder for cancellation.

9. NO RECORDING OF PERFORMANCE. Presenter will not, nor will Presenter allow any others to tape, record, reproduce, or transmit in or from the premises in any manner or by any means, the Performances without the written approval of Caramico and the other performers.

10. W-9 AND AFFIDAVIT VERIFYING STATUS FOR CITY OF NEWNAN PUBLIC BENEFIT. Performer agrees to execute the attached W-9 and Affidavit Verifying Status For City of Newnan Public Benefit

11. MISCELLANEOUS. This Performance/Organizer Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance/Organizer Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Presenter and Caramico arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Performer / Organizer and Presenter have each caused this Performance/Organizer Agreement to be signed by its duly authorized representative.

_____**PRESENTER/CITY OF NEWNAN**

_____**PERFORMER/ORGANIZER**_____

BY: _____

BY: _____

TITLE:_____

TITLE: _____

EXHIBIT A

2019 Friends of Wadsworth Concert Performers

Saturday, March 16 & Sunday, March 17

Courtenay Budd Caramico	Vocalist
Yves Dharamraj	Cello
Chee-Yun Kim	Violin
Todd Palmer	Clarinet
Erika Switzer	Piano
Indra Thomas*	Vocalist

***Sunday only**

City of Newnan, Georgia – Mayor and Council



Date: February 26, 2019

Agenda Item: Street Acceptance –Extension of Scenic Hills Drive, Brookview Drive and Maple Hill Drive, along with a new street, Pine Knoll Drive in the Heritage Ridge Subdivision.

Presented by: Tracy Dunnivant, Planning & Zoning Director

Submitted by: Dean Smith, Planner

Purpose:

A request by D.R. Horton to accept extensions of Scenic Hills Drive, Brookview Drive and Maple Hill Drive, along with a new street Pine Knoll Drive.

Background:

Heritage Ridge subdivision is located off of Lower Fayetteville Road. The applicant is requesting that the City accept recently built streets and rights-of-way.

Scenic Hills Drive: Length: 173 L.F. Acreage: 0.15 AC.
Sidewalk: Length: 306 L.F. Acreage: 0.03 AC.

Brookview Drive: Length: 2334 L.F. Acreage: 2.83 AC
Sidewalk: Length: 4327 L.F. Acreage: 0.52 AC

Maple Hill Drive: Length: 1122 L.F. Acreage: 1.29 AC
Sidewalk: Length: 2158 L.F. Acreage: 0.25 AC

Pine Knoll Drive: Length: 290 L.F. Acreage: 0.23 AC
Sidewalk: Length: 572 L.F. Acreage: 0.04 AC

The final plat drawing has been approved by the City's Planning & Zoning Department and Engineering Department. The Engineering Department has conducted their inspections for completeness and has deemed the infrastructure to be in accordance with the City's standards, and street lights have been installed.

Options:

1. Accept this section of street into the City's street system.
2. Deny acceptance of this section of street into the City's street system.
3. Other direction from Council.

Recommendation:

Option 1.

Attachments:

Plat showing street sections requesting to be accepted.

OWNER / DEVELOPER:
D.R. HORTON, INC
 1371 DOGWOOD DR SW
 CONYERS, GA 30012
 (678) 209-8051

24 HR CONTACT:
PAUL REED
 (404) 597-6756

ENGINEER / SURVEYOR:
FALCON DESIGN CONSULTANTS, LLC
 235 CORP. CTR. DR., SUITE 200
 STOCKBRIDGE, GA 30281
 (770) 389-8666

FINAL PLAT FOR:
HERITAGE RIDGE
 PHASE 3, UNIT D
 LAND LOT 2, 6TH DISTRICT
 COWETA COUNTY, GEORGIA
 CITY OF NEWNAN

PART OF
 TAX PARCEL NO. SG8-008

CITY OF NEWNAN CERTIFICATE

THE CITY OF NEWNAN HEREBY ACCEPTS ALL STREET RIGHT-OF-WAYS AND THE IMPROVEMENTS THEREIN AND ANY CATCH BASINS, JUNCTION BOXES, STORM DRAINAGE PIPE, EASEMENTS, OR OTHER STRUCTURES OR AREAS OUTSIDE OF SAID RIGHT-OF-WAY (EXCLUDING DITCHES AND OTHER OPEN DRAINAGE WAYS) WHICH ARE SPECIFICALLY INDICATED ON THIS PLAT AS BEING DEDICATED TO PUBLIC USE; HOWEVER, THIS CERTIFICATION DOES NOT OBLIGATE THE CITY TO MAINTAIN THE ABOVE STATED INFRASTRUCTURE UNTIL EXPIRATION OF THE MAINTENANCE PERIOD.

CITY MANAGER DATE
DIRECTOR OF THE PLANNING DEPARTMENT'S CERTIFICATE

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF NEWNAN, GEORGIA, ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL ON _____, 20____.

DIRECTOR OF THE PLANNING DEPARTMENT DATE
OWNER'S CERTIFICATE

STATE OF GEORGIA, COUNTY OF COWETA

I, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT, HEREBY CERTIFY THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, ALL STREETS, DRAINAGE WAYS AND EASEMENTS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC AND ENFORCEMENT BY PUBLIC SAFETY OFFICIALS FOR EVER, AND THAT I WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL INFRASTRUCTURE ASSOCIATED WITH THIS DEVELOPMENT UNTIL EXPIRATION OF THE MAINTENANCE PERIOD.

PROPERTY OWNER DATE

DEVELOPER'S NOTE

IF AT ANY TIME, PRIOR TO ANY LOT OBTAINING A CERTIFICATE OF OCCUPANCY, THE WATER SERVICE, WATER MAIN, SANITARY SEWER MAIN, OR SANITARY SEWER LATERAL SERVICE BECOMES DAMAGED, MISSING, OR UNUSABLE, IT WILL BE THE RESPONSIBILITY OF THE OWNER AND/OR BUILDER TO REPAIR OR REPLACE THE SERVICE/MAIN ACCORDING TO THE UTILITIES SPECIFICATIONS, DETAILS AND UNDER NEWNAN UTILITIES DEPARTMENT. ALSO, THE OWNER/BUILDER WILL HAVE TO COORDINATE WITH NEWNAN UTILITIES PRIOR TO REPAIRING OR REPLACING ANY SERVICE/MAIN. PLEASE NOTE, THAT THE REPAIR OF ANY SERVICE LATERAL MAY INCLUDE THE TAP ASSOCIATED WITH THAT SERVICE AS WELL AS DAMAGE TO THE MAIN ASSOCIATED WITH THE TAP.

DEVELOPER/OWNER DATE

CITY OF NEWNAN NOTES

1. NO STREAMS ARE WITHIN 200 FEET OF THE SITE.
2. NO WETLAND ARE WITHIN 200 FEET OF THE SITE.
3. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RIDGE RECORDED IN DEED BOOK 1792, PAGES 548-581 AND AMENDED IN DEED BOOK 2389, PAGES 186-190, COWETA COUNTY, GEORGIA RECORDS.
4. ALL PROPERTY CORNERS SET AT TIME OF RECORDING PER REQUEST OF CITY ENGINEERING DEPARTMENT.

DRAINAGE EASEMENT NOTE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL 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 DRAINAGE FEATURES SHOWN HEREIN. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF 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 TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGMENT OF THE PUBLIC WORKS DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY OR THE PUBLIC ROADS OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF NEWNAN NOR AN ABROGATION OF THE CITY'S RIGHTS TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OR THE PROPERTY/IES OF THE LANDS THAT GENERATED THE CONDITIONS.

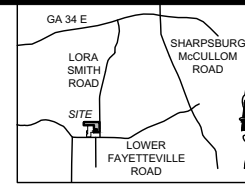
SURVEYOR'S CERTIFICATE

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 MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS OF THE LAND SUBDIVISION REGULATIONS OF THE CITY OF NEWNAN, GEORGIA HAVE BEEN FULLY COMPLIED WITH.

KMB
 KEVIN M. BROWN
 REGISTERED LAND SURVEYOR #2960
 1/16/2019
 DATE

DEVELOPMENT DATA

1. DEVELOPER:
 D. R. HORTON, INC.
 1371 DOGWOOD DR SW
 CONYERS, GA 30012
 TELEPHONE NUMBER: 678-209-8051
2. ENGINEER/SURVEYOR:
 FALCON DESIGN CONSULTANTS, INC.
 235 CORPORATE CENTER DR., STE 200
 STOCKBRIDGE, GA 30281
 TELEPHONE NUMBER: 770-389-8666
3. SUBDIVISION CONFIGURATION:
 A. SOURCE OF DATA: BOUNDARY SURVEY PERFORMED BY FALCON DESIGN CONSULTANTS, INC.
 B. LOCATION: CITY OF NEWNAN, COWETA COUNTY, GEORGIA
 PART OF TAX PARCEL ID # SG8 008
 C. PROJECT AREA: 39.24 ACRES = 26.89 ACRES (PHASE 3 UNIT D)
 OPEN SPACE = 7.55 ACRES (19%) 5.45 ACRES (PHASE 3 UNIT D)
 R/W AREA = 6.45 ACRES 4.50 ACRES (PHASE 3 UNIT D)
 LOT AREA = 24.29 ACRES 16.94 ACRES (PHASE 3 UNIT D)
 D. DENSITY: 95 LOTS / 26.89 AC. = 3.53 GROSS (PHASE 3 UNIT D)
 95 LOTS / 16.94 AC. = 5.60 NET (PHASE 3 UNIT D)
 E. CURRENT ZONING: PDR
 F. TYPE OF SUBDIVISION: SINGLE FAMILY RESIDENTIAL
 G. TOTAL NUMBER OF LOTS IN THE PROJECT - 141 LOTS (95-PHASE 3 UNIT D)
 H. MINIMUM LOT SIZE: 6,000 SQUARE FEET
 I. STREET LENGTH: 3919 L.F.
 SCENIC HILLS DRIVE=173 L.F.
 BROOKVIEW DRIVE=2334 L.F.
 MAPLE HILL DRIVE=129 ACRES
 PINE KNOLL DRIVE=1122 L.F.
 PINE KNOLL DRIVE=290 L.F.



LOCATION MAP

- A. TYPE OF STREETS: PUBLIC
- J. R/W WIDTH: 60'
- K. TOTAL R/W ACREAGE: 4.50 ACRES
 SCENIC HILLS DRIVE= 0.15 ACRES
 BROOKVIEW DRIVE= 2.83 ACRES
 MAPLE HILL DRIVE= 1.29 ACRES
 PINE KNOLL DRIVE= 0.23 ACRES
- L. STREET MAINTENANCE: CITY OF NEWNAN, COWETA COUNTY
 M. SIDEWALK LENGTH: TOTAL 7363 L.F. (0.84 ACRES)
 SCENIC HILLS DRIVE=306 L.F. - 0.03 ACRES
 BROOKVIEW DRIVE=4,327 L.F. - 0.52 ACRES
 MAPLE HILL DRIVE=2,158 L.F. - 0.25 ACRES
 PINE KNOLL DRIVE=572 L.F. - 0.04 ACRES
- N. BUILDING SETBACKS:
 FRONT - 15' (ZONING)
 19' (FRONT ENTRY GARAGE)
 REAR - 20'
 SIDE - 5'
4. UTILITIES:
 A. WATER AND SEWER: PUBLIC (CITY OF NEWNAN)
 B. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF NEWNAN STANDARDS.

SURVEY NOTES

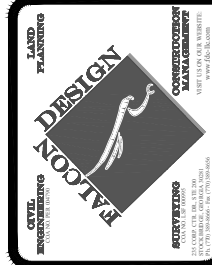
1. THE FIELDWORK FOR THIS PROJECT WAS COMPLETED MAY 26, 2018. LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A SPECTRA PRECISION FOCUS 30 ROBOTIC TOTAL STATION & CHAMPION TKO ROVER GPS UNIT.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 32,320 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING THE LEAST SQUARES METHOD.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 4,368,762 FEET BASED ON BEARINGS AND DISTANCES SHOWN.
4. NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATE A 1/2" REBAR PLACED WITH CAP LABELED "FDC LSF000095" UNLESS OTHERWISE NOTED.
6. FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN M. BROWN DO NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
7. THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 (2011)) FOR THE HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 PER THE VIRTUAL REFERENCE SYSTEM CORRECTIONS PROVIDED BY eGPS SOLUTIONS.
8. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
9. UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

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 15-6-67.

KMB
 KEVIN M. BROWN
 REGISTERED LAND SURVEYOR #2960
 1/16/2019
 DATE



FINAL PLAT FOR:
HERITAGE RIDGE
 PHASE 3, UNIT D
 CITY OF NEWNAN
 COWETA COUNTY, GEORGIA
 LAND LOT 2 - 6TH DISTRICT

REVIEWS	1-14-19
1. ADDRESS CITY COMMENTS	
2. ADDED AREA OF SIDEWALK TO COVER 1-15-19	
3. REVISED WATER EASEMENT LOCATION	1-16-19
4.	

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY IDENTIFIED HEREON. THIS CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS REPERMITSATION FROM THE SURVEYOR NAMED SAID PERSON.

DATE:	12-7-2018
SCALE:	N/A
FILE NUMBER:	HERITAGE
DRAWN BY:	PC
REVIEWED BY:	K. BROWN



THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER
1 of 5

RESERVED FOR CLERK OF COURT

SEWER PIPE TABLE

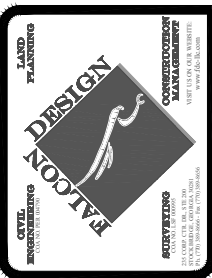
Description	Slope	Length	Start Structure	Start Invert El.	End Structure	End Invert El.
8" PVC	0.94%	220'	SSMH A-9	857.850'	SSMH A-8	855.770'
8" PVC	0.90%	280'	SSMH A-8	855.670'	SSMH A-7	853.140'
8" PVC	0.99%	301'	SSMH A-7	853.110'	SSMH A-6	850.120'
8" PVC	1.24%	104'	SSMH A-6	850.090'	SSMH A-5	848.800'
8" PVC	0.99%	300'	SSMH A-5	848.760'	SSMH A-4	845.780'
8" PVC	1.15%	300'	SSMH A-4	845.640'	SSMH A-3	842.190'
8" PVC	0.96%	269'	SSMH A-3	842.160'	SSMH A-2	839.580'
8" PVC	0.86%	299'	SSMH A-2	839.460'	SSMH A-1	836.880'
8" PVC	1.59%	64'	SSMH B-7	857.690'	SSMH B-6	856.670'
8" PVC	1.57%	200'	SSMH B-6	856.630'	SSMH B-5	853.490'
8" PVC	1.32%	230'	SSMH B-5	853.400'	SSMH B-4	850.360'
8" PVC	0.98%	145'	SSMH B-4	850.250'	SSMH B-3	848.830'
8" PVC	0.79%	289'	SSMH B-3	848.760'	SSMH B-2	846.470'
8" PVC	0.98%	165'	SSMH B-2	846.440'	SSMH B-1	844.830'
8" PVC	0.89%	292'	SSMH B-1	844.800'	SSMH A-3	842.210'
8" PVC	0.97%	300'	SSMH C-2	851.340'	SSMH C-1	848.440'
8" PVC	1.17%	300'	SSMH C-1	848.390'	SSMH B-1	844.880'
8" PVC	1.00%	258'	SSMH E-2	856.100'	SSMH E-1	853.530'
8" PVC	1.56%	300'	SSMH E-1	853.470'	SSMH B-3	848.780'

STORM PIPE CHART

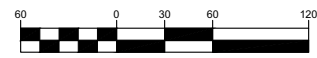
Description	Slope	Length	Start Structure	Start Invert El.	End Structure	End Invert El.
18" RCP	0.83%	29.06'	DWCB U-8	861.360'	DWCB U-7	861.120'
18" HDPE	1.07%	167.921'	DWCB U-7	861.030'	JB U-6	859.240'
18" HDPE	1.11%	177.252'	JB U-6	859.140'	SWCB U-5	857.180'
18" HDPE	2.00%	239.465'	SWCB U-5	857.070'	SWCB U-4	852.280'
24" RCP	1.16%	29.427'	SWCB U-4	852.010'	SWCB U-3	851.670'
30" HDPE	0.88%	215.949'	SWCB U-3	850.870'	JB U-2	848.980'
18" RCP	2.37%	41.369'	SWCB U-5.1	858.370'	SWCB U-5	857.390'
18" HDPE	1.46%	180.049'	WI T-2	856.590'	WI T-1	853.960'
18" HDPE	1.02%	103.651'	WI T-1	853.410'	SWCB U-4	852.350'
18" HDPE	1.21%	62.727'	HW T-1.1	854.560'	WI T-1	853.800'
18" RCP	1.29%	58.248'	SWCB U-3.4	854.020'	SWCB U-3.3	853.270'
18" RCP	1.15%	29.569'	SWCB U-3.3	853.230'	U-3.2	852.890'
18" HDPE	0.86%	37.066'	U-3.2	852.690'	SWCB U-3.2	852.370'
18" HDPE	1.13%	94.955'	SWCB U-3.2	852.130'	SWCB U-3	851.060'
18" RCP	1.23%	47.809'	SWCB V-6	860.080'	SWCB V-5	859.490'
18" HDPE	1.17%	186.181'	SWCB V-5	859.210'	SWCB V-4	857.040'
30" RCP	1.03%	29.039'	SWCB V-3	850.160'	SWCB V-2	849.860'
30" HDPE	1.67%	23.338'	SWCB V-2	849.780'	JB V-1	849.390'
30" HDPE	0.82%	100.700'	JB V-1	849.350'	JB U-2	848.520'
18" RCP	2.45%	41.221'	SWCB V-4.1	858.210'	SWCB V-4	857.200'
36" HDPE	1.20%	58.364'	JB U-2	848.360'	HW U-1	847.660'
18" HDPE	3.67%	178.664'	SWCB V-4	856.990'	SWCB V-3	850.440'
18" HDPE	1.11%	129.371'	DI S-1	852.560'	SWCB V-3	851.120'
18" HDPE	0.86%	185.633'	WI S-3	855.520'	WI S-2	853.930'
18" HDPE	0.65%	179.261'	WI S-2	853.830'	DI S-1	852.660'

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF COWETA COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 13077C0164D EFFECTIVE DATE FEBRUARY 6, 2013, THIS PROPERTY IS NOT LOCATED IN A FEMA FLOOD HAZARD ZONE.



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

RESERVED FOR CLERK OF COURT

(GA WEST ZONE)
GRID NORTH



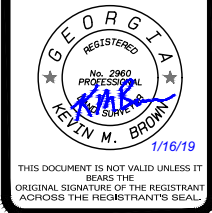
- LEGEND**
- DB DEED BOOK
 - PB PLAT BOOK
 - PG PAGE
 - LI LAND LOT
 - OT OPEN TOP PIPE
 - RB REBAR
 - IP IRON PIN FOUND
 - PS IRON PIN SET
 - CT CRIMP TOP PIPE
 - BOC BACK OF CURB
 - C&G CURB & GUTTER
 - EOP EDGE OF PAVEMENT
 - NIF NOW OR FORMERLY
 - E OVERHEAD POWER LINE
 - sq ft SQUARE FOOT
 - A.E ACCESS EASEMENT
 - CMF CONCRETE MONUMENT FOUND
 - RCP REINFORCED CONCRETE PIPE
 - CD CHORD DIRECTION
 - RW RIGHT-OF-WAY
 - PL PROPERTY LINE
 - DE CENTERLINE
 - DE DRAINAGE EASEMENT
 - FH FIRE HYDRANT
 - CO SEWER CLEAN OUT
 - SSE SANITARY SEWER EASEMENT
 - 123 ADDRESS
 - IP IRON PIN FOUND
 - IP IRON PIN SET
 - CP CALCULATED POINT
 - FI FIRE HYDRANT
 - WV WATER VALVE
 - WM WATER METER
 - JB JUNCTION BOX
 - SM SANITARY SEWER MANHOLE
 - DI DROP INLET
 - CMF CONCRETE MONUMENT FOUND
 - SW SINGLE WING CATCH BASIN
 - DWB DOUBLE WING CATCH BASIN
 - CI CURB INLET
 - HW HEADWALL
 - FE FLARED END SECTION
 - GM GAS METER
 - GV GAS VALVE
 - ET ELECTRIC TRANSFORMER
 - TP TELEPHONE PEDestal
 - LP LIGHT POST

FINAL PLAT
FOR:
HERITAGE RIDGE
PHASE 3, UNIT D
CITY OF NEWNAN
COWETA COUNTY, GEORGIA
LAND LOT 2 - 6TH DISTRICT

REVISED	CITY COMMENTS	DATE
1.	ADDED ADDRESS OF SIDEWALK TO COVER 1-15-19	1-16-19
2.	ADDED ADDRESS OF SIDEWALK TO COVER 1-15-19	1-16-19
3.	REVISED WATER ESMAT LOCATION	1-16-19
4.		

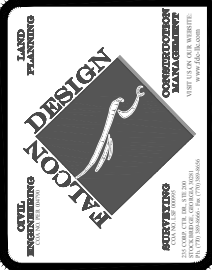
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY WHOSE NAME IS ON THE SURVEY. THIS CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECITAL OF THE NAME OF THE SAID PERSON.

DATE: 12-7-18
SCALE: 1" = 60'
FILE NUMBER: HERITAGE
DRAWN BY: PC
REVIEWED BY: K. BROWN

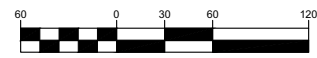


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SHEET NUMBER
2 of 5



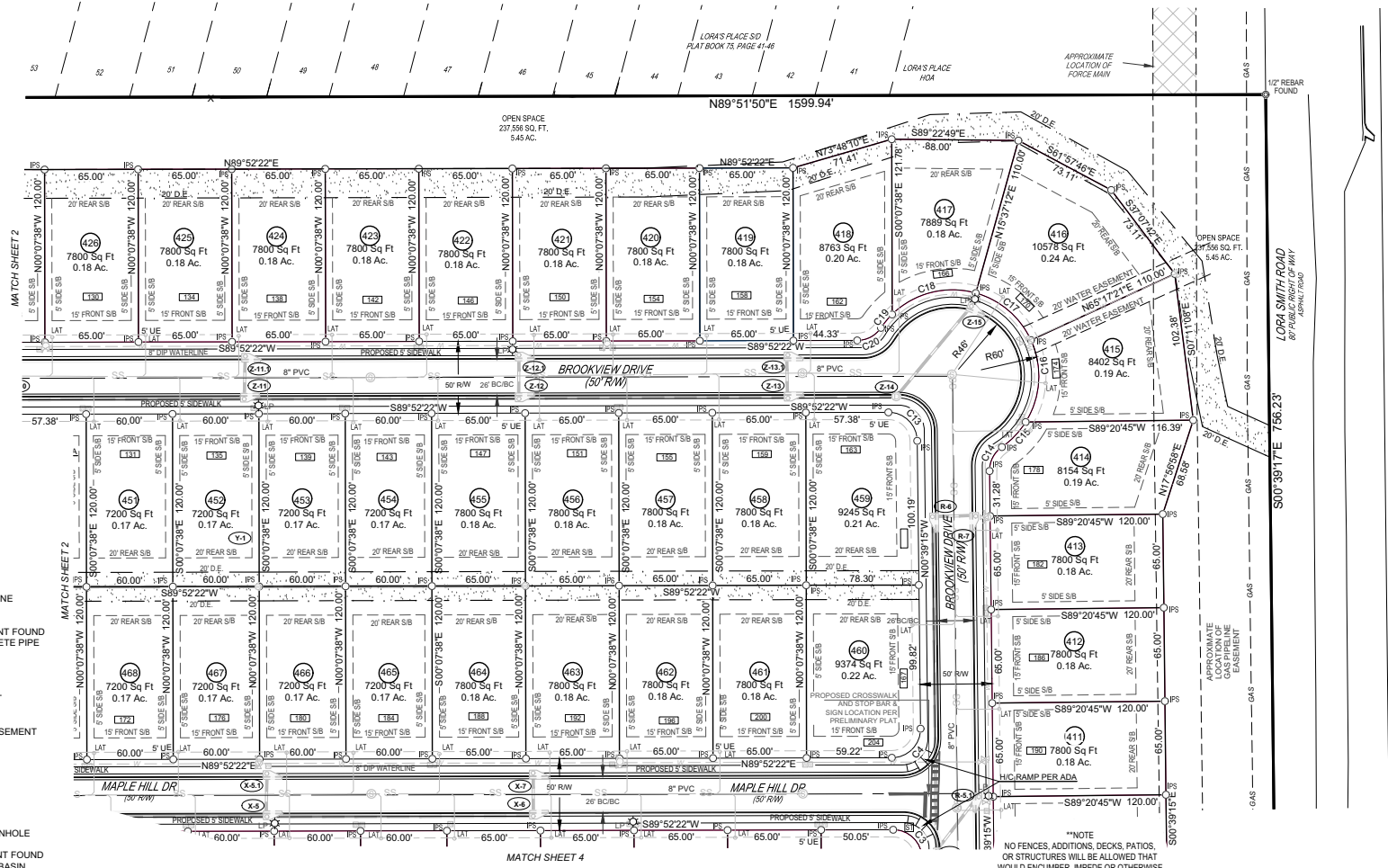
GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

RESERVED FOR CLERK OF COURT

(GA WEST ZONE) GRID NORTH



- LEGEND**
- DB DEED BOOK
 - PB PLAT BOOK
 - PG PAGE
 - LI LAND LOT
 - OT OPEN TOP PIPE
 - RB REBAR
 - IP IRON PIN FOUND
 - IF IRON PIN SET
 - CP CRIMP TOP PIPE
 - BOC BACK OF CURB
 - C&G CURB & GUTTER
 - EOP EDGE OF PAVEMENT
 - NF NOW OR FORMERLY
 - E OVERHEAD POWER LINE
 - sq ft SQUARE FOOT
 - A.E. ACCESS EASEMENT
 - CMF CONCRETE MONUMENT FOUND
 - RPC REINFORCED CONCRETE PIPE
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 - DE DRAINAGE EASEMENT
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 - CO SEWER CLEAN OUT
 - SSE SANITARY SEWER EASEMENT
 - 123 ADDRESS
 - IP IRON PIN FOUND
 - IP IRON PIN SET
 - CP CALCULATED POINT
 - CP FIRE HYDRANT
 - CP WATER VALVE
 - CP WATER METER
 - CP JUNCTION BOX
 - CP SANITARY SEWER MANHOLE
 - CP DROP INLET
 - CP CONCRETE MONUMENT FOUND
 - CP SINGLE WING CATCH BASIN
 - CP DOUBLE WING CATCH BASIN
 - CP CURB INLET
 - CP HEADWALL
 - CP FLARED END SECTION
 - CP GAS METER
 - CP GAS VALVE
 - CP ELECTRIC TRANSFORMER
 - CP TELEPHONE PEDESTAL
 - CP LIGHT POST

*NOTE
NO FENCES, ADDITIONS, DECKS, PATIOS,
OR STRUCTURES WILL BE ALLOWED THAT
WOULD ENCUMBER, IMPEDE OR OTHERWISE
BLOCK THE DRAINAGE AND POND ACCESS
EASEMENT ON LOTS 404 & 405 AND THE
WATER EASEMENT ON LOTS 415 & 416.

FINAL PLAT
FOR:
HERITAGE RIDGE
PHASE 3, UNIT D
CITY OF NEWNAN
COWETA COUNTY, GEORGIA
LAND LOT 2 - 6TH DISTRICT

REVISED CITY COMMENTS	1-4-19
1. ADDED ADDRESSES OF SIDEWALK TO COVER 1-15-19	1-16-19
2. ADDED ADDRESSES OF SIDEWALK TO COVER 1-15-19	1-16-19
3. REVISED WATER EASEMENT LOCATION	1-16-19
4.	

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DRAWN BY:	PC
REVIEWED BY:	K. BROWN



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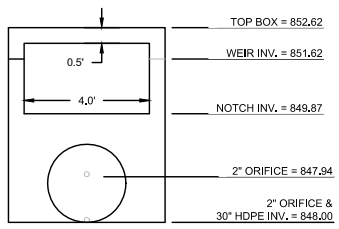
SHEET NUMBER
3 of 5

RESERVED FOR CLERK OF COURT

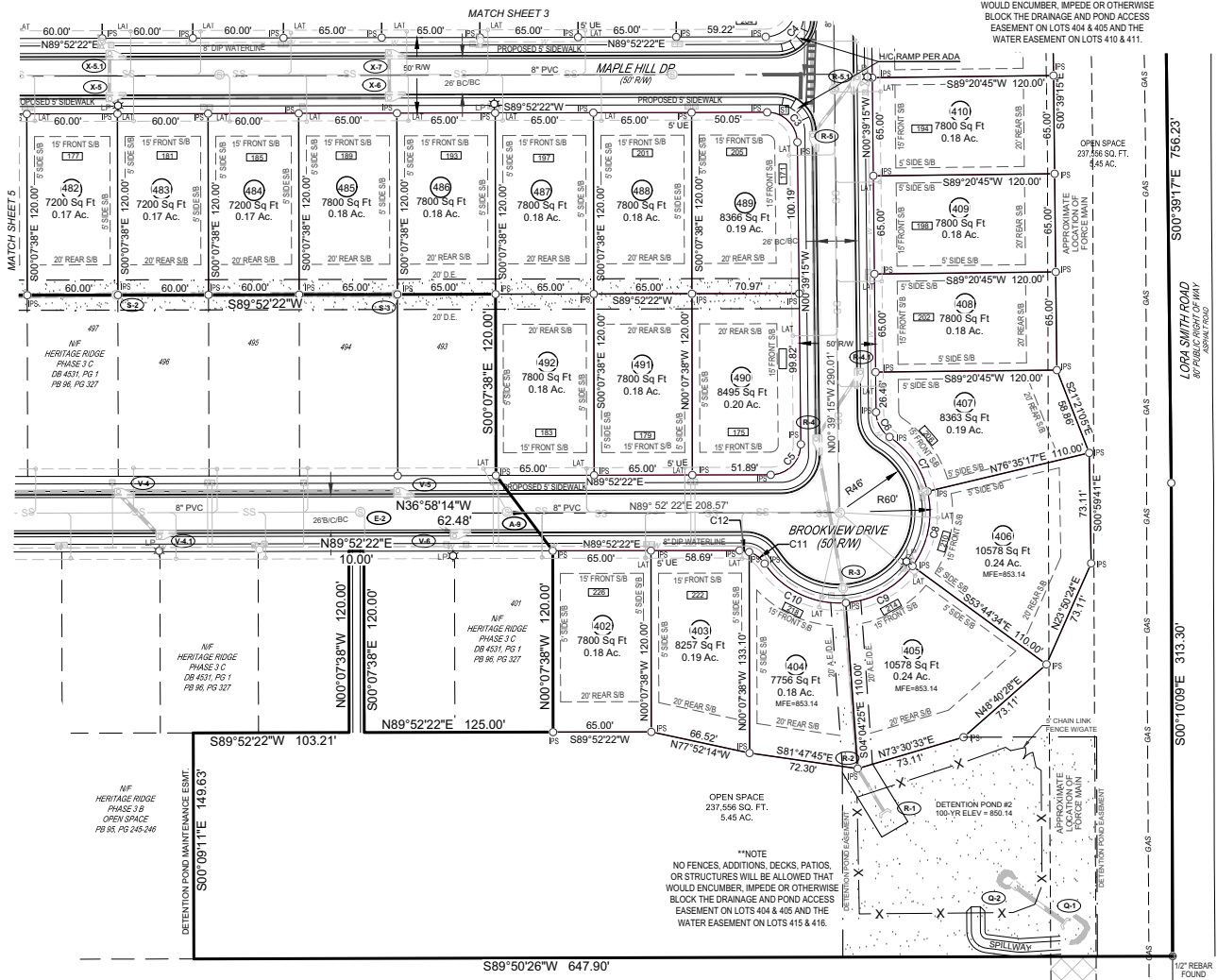
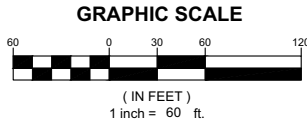
(GA WEST ZONE)
GRID NORTH

LEGEND

- DB DEED BOOK
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- OTP OPEN TOP PIPE
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- SW SINGLE WING CATCH BASIN
- DWC DOUBLE WING CATCH BASIN
- CI CURB INLET
- HW HEADWALL
- FE FLARED END SECTION
- GM GAS METER
- GV GAS VALVE
- ET ELECTRIC TRANSFORMER
- TP TELEPHONE PEDESTAL
- LP LIGHT POST



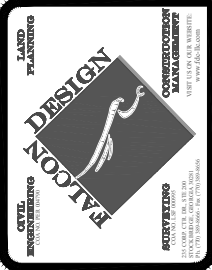
**POND #2
OUTLET CONTROL STRUCTURE**
5x5 SQUARE (N.T.S.)



****NOTE**
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NF
TROUTMAN COTTAGES
66 COTTAGE DR
TAX ID: S02 001
D.B. 1631 PG. 421

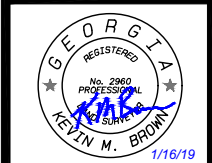


FINAL PLAT
FOR:
**HERITAGE RIDGE
PHASE 3, UNIT D
CITY OF NEWNAN
COWETA COUNTY, GEORGIA
LAND LOT 2 - 6TH DISTRICT**

REVISONS	DATE
1. ADDRESSED CITY COMMENTS	1-4-19
2. ADDED AREAS OF SIDEWALK TO COVER 1-15-19	1-15-19
3. REVISED WATER EASMT LOCATION	1-15-19
4.	

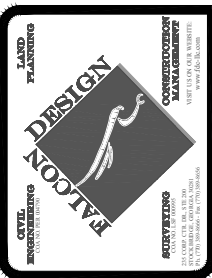
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DATE:	12-7-2018
SCALE:	1" = 60'
FILE NUMBER:	HERITAGE
DRAWN BY:	PC
REVIEWED BY:	K. BROWN

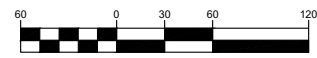


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SHEET NUMBER
4 of 5



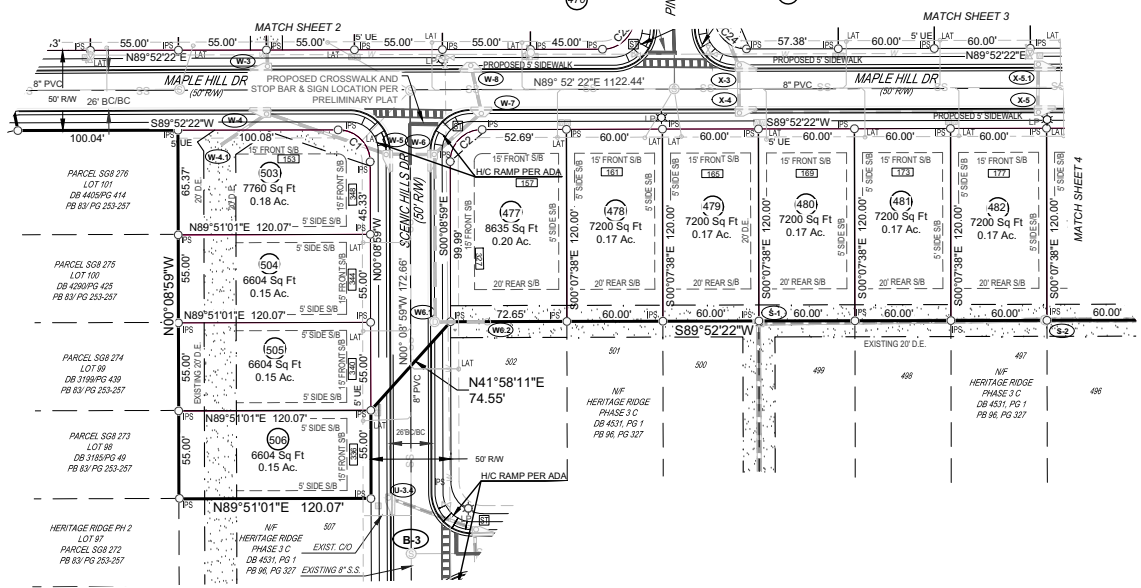
GRAPHIC SCALE



(IN FEET)
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RESERVED FOR CLERK OF COURT

GA WEST ZONE GRID NORTH



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 - PG PAGE
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 - CD CHORD DIRECTION
 - RD RIGHT-OF-WAY
 - P PROPERTY LINE
 - S/B BUILDING SETBACK
 - DE DRAINAGE EASEMENT
 - FH FIRE HYDRANT
 - COO SEWER CLEAN OUT
 - SSE SANITARY SEWER EASEMENT
 - ADDRESS
 - STOP SIGN
 - IRON PIN FOUND
 - IRON PIN SET
 - CALCULATED POINT
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER
 - JUNCTION BOX
 - SANITARY SEWER MANHOLE
 - DROP INLET
 - CONCRETE MONUMENT FOUND
 - SINGLE WING CATCH BASIN
 - DOUBLE WING CATCH BASIN
 - CURB INLET
 - HEADWALL
 - FLARED END SECTION
 - GAS METER
 - GAS VALVE
 - ELECTRIC TRANSFORMER
 - TELEPHONE PEDESTAL
 - LIGHT POST

Curve Table				
Curve #	Arc Length	Radius	Chord	Length
C1	31.41'	20.00'	N45° 08' 18"W	28.28'
C2	31.42'	20.00'	S44° 51' 42"W	28.29'
C3	31.23'	20.00'	N45° 23' 27"W	28.15'
C4	31.60'	20.00'	N44° 36' 33"E	28.41'
C5	31.60'	20.00'	N44° 36' 33"E	28.41'
C6	19.47'	20.00'	S28° 32' 24"E	18.71'
C7	45.04'	60.00'	N34° 55' 07"W	43.99'
C8	52.01'	60.00'	N11° 25' 22"E	50.40'
C9	52.01'	60.00'	N61° 05' 31"E	50.40'
C10	62.54'	60.00'	S64° 12' 53"E	59.74'
C11	13.05'	20.00'	N53° 03' 10"W	12.82'
C12	6.41'	20.00'	N80° 56' 18"W	6.39'
C13	31.23'	20.00'	N45° 23' 27"W	28.15'
C14	19.47'	20.00'	S27° 13' 53"W	18.71'

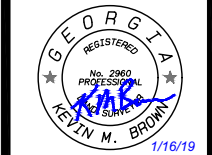
Curve Table				
Curve #	Arc Length	Radius	Chord	Length
C15	24.15'	60.00'	N43° 35' 06"E	23.99'
C16	59.44'	60.00'	N3° 40' 16"E	57.04'
C17	52.01'	60.00'	N49° 32' 44"W	50.40'
C18	62.81'	60.00'	S75° 37' 47"W	59.98'
C19	12.08'	60.00'	S39° 52' 14"W	12.06'
C20	19.47'	20.00'	N61° 59' 14"E	18.71'
C21	31.42'	20.00'	S44° 52' 22"W	28.28'
C22	31.42'	20.00'	N45° 07' 38"W	28.28'
C23	31.42'	20.00'	N44° 52' 22"E	28.28'
C24	31.42'	20.00'	S45° 07' 38"E	28.28'
C25	31.70'	20.00'	S44° 36' 21"W	28.48'

FINAL PLAT
FOR:
**HERITAGE RIDGE
PHASE 3, UNIT D
CITY OF NEWNAN
COWETA COUNTY, GEORGIA
LAND LOT 2 - 6TH DISTRICT**

REVISIONS	COMMENTS	DATE
1.	ADDRESSED CITY COMMENTS	1-4-19
2.	ADDED ADRES OF SIDEWALK TO COVER 1-15-19	1-15-19
3.	REVISED WATER ESMT LOCATION	1-16-19
4.		

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DATE:	12-7-2018
SCALE:	1" = 60'
FILE NUMBER:	HERITAGE
DRAWN BY:	PC
REVIEWED BY:	K. BROWN



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SHEET NUMBER
5 of 5

City of Newnan, Georgia - Mayor and Council



Date: February 26, 2019
Agenda Item: 17 Ray 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 17 Ray St., Newnan, Ga 30263

Background: Owner: Salome Realty, LLC

Date Sub-Standard housing file was opened: April 18, 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 October 29, 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:

December 18, 2018 – Council informed of conditions.

January 8, 2019 – Public Hearing was requested.



After recording please return to:
Della Hill, City of Newnan
25 LaGrange Street
Newnan, GA 30263

RESOLUTION

IN RE:	Salome Realty, LLC	Lien Holders:
	17 Ray Street	Coweta County Tax Commissioner
	Newnan, GA 30263	City of Newnan
	Deed Book 4660 Page 205	Angel Oak Prime Bridge LLC
	Deed Book 4660 Page 207	Deed Book 4660 Pg 207
		Deed Book 4793 Pg 330
		Deed Book 4802 Pg 571

WHEREAS, the property of Salome Realty LLC located at 17 Ray 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 Salome Realty located at 17 Ray 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:

C. Bradford Sears, Jr., City Attorney

Cleatus Phillips, City Manager

L. Keith Brady, Mayor

Cynthia E. Jenkins, Mayor Pro-Tem

George M. Alexander, Councilmember

Ray DuBose, Councilmember

Rhodes Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

IN RE: Salome Realty, LLC
17 Ray Street
Newnan, GA 30263
Deed Book 4660 page 205
Deed Book 4660 page 207

Lien Holders:
Coweta County tax Commissioner
City of Newnan
Angel Oak Prime Bridge LLC

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 17 Ray 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]

February 11, 2019

Dear Mayor and City Council,

I am submitting this request to you on behalf of First Baptist Church of Newnan.

We will be having Vacation Bible School from 8:30 am to 12 noon the week of June 10th to June 14th. We will begin registering children each morning at 8:00am. Due to the safety of the children attending Vacation Bible School and then being picked up from Vacation Bible School, we would like to obtain permission to block Brown Street from the intersection of Brown Street/West Washington Street to the intersection of Brown Street/Madison Street from the time of 8:00 am until 12:30 pm each day during the week of June 10th-14th.

We are grateful for your consideration in this endeavor and look forward to hearing from you. If you have any questions, please contact me by the information listed below or on my cell phone at 678-633-7731.

Sincerely,

Susan Hester
Children's Director
First Baptist Church
15 West Washington St.
Newnan, GA 30263
770-253-0797
www.fbcnewnan.org

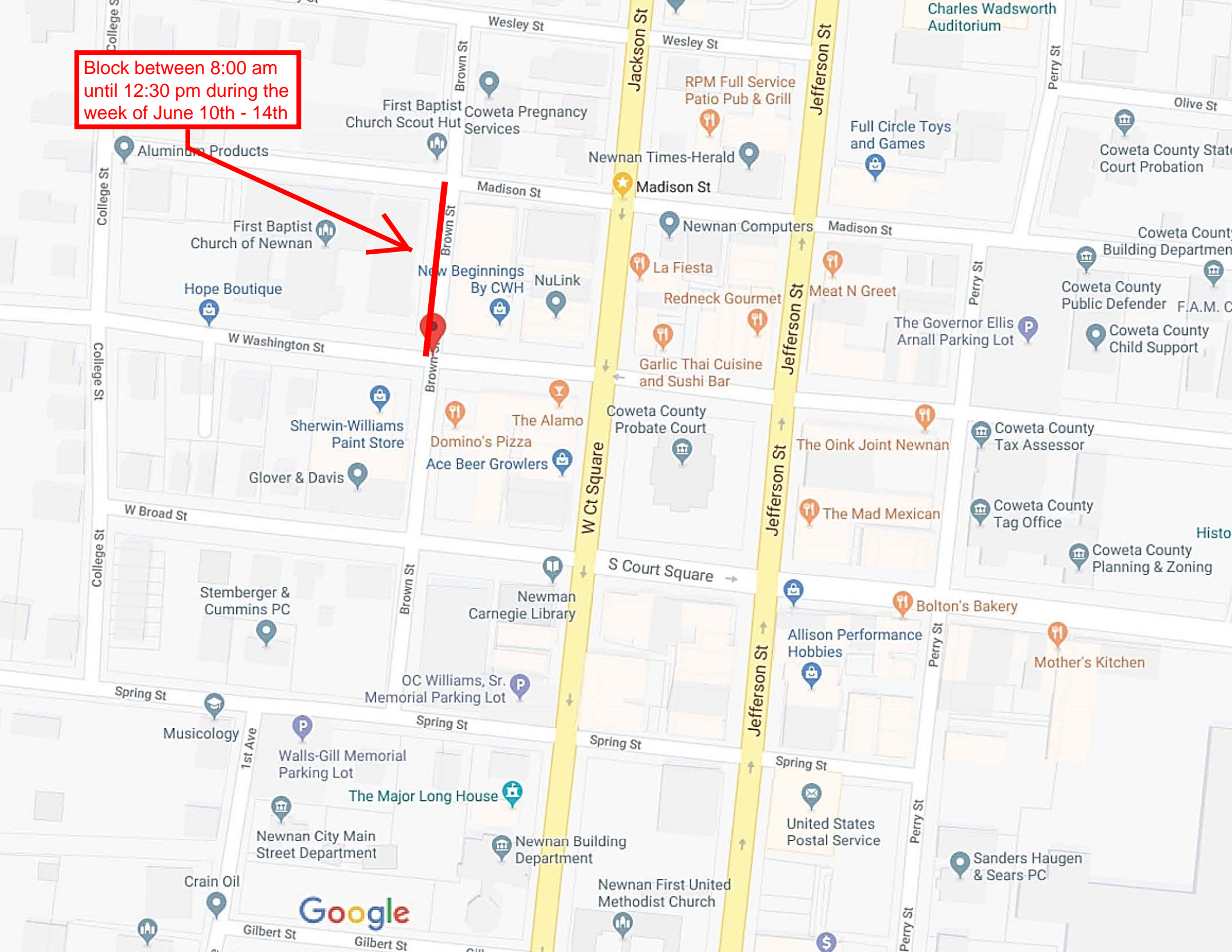


FIRST BAPTIST
Newnan

15 W. Washington Street | Newnan, Georgia 30263

www.fbcnewnan.org

Block between 8:00 am until 12:30 pm during the week of June 10th - 14th



**CITY COUNCIL MEETING FEBRUARY 26, 2019
DERRICK TEAGLE / EMPOWERED 4 LIFE**

From: Derrick Teagle
Sent: Monday, February 18, 2019 5:23 PM
To: Libby Winn
Subject: Wrestling Fundraiser

Good afternoon.

Empowered 4 Life would like to do another **Wrestling Fundraiser on Saturday April 20th**. E4L have done a few fundraisers before at the Wesley Street Gym. E4L will be using the same Wrestling company so the entire set up will be the same. E4L will be utilizing the funds to help support our yearly banquet in which we will be honoring our senior students. The event will start at 7:00 and will be over at 10:00pm.

Thank you

Derrick A Teagle
678-953-2092

Sent from my iPhone



GUIDELINES FOR USING THE DOWNTOWN NEWMAN SQUARE OR ANY CITY STREETS

NAME OF AGENCY	Celebrating a Life Keesha Yessell Vasculitis
NAME OF PERSON IN CHARGE OF EVENT	Diann Alford Walk
ADDRESS OF PERSON IN CHARGE	51 E Wedgewood Ct Newman
CELL PHONE NUMBER OF PERSON IN CHARGE	678-416-9155
TYPE OF EVENT	2 mile walk
PURPOSE OF EVENT	raise \$ & awareness of vasculitis
DATE OF EVENT	Sept 21, 2019
TIME OF EVENT	7-10 AM

CONDITIONS OF PERMIT

If permit is for any type utilizing streets of the city other than just the square area, a map shall be submitted to indicate routes of the event. If road race, walk or similar event, a fee will be charged based on number of police officers required to provide safety for the event; and all events of this type should be scheduled to end by 10:00 AM. If officers are required for other events, a fee will be charged based on number of officers requested by agency sponsoring event.

Applicants for permits for the square area only which require the setting of booths or selling goods should be aware that homegrown or handmade goods are preferred and that other goods sold should not be in conflict with goods that merchants on the square have for sale, excluding restaurant style prepared food items. Personal information from those attending the event should not be solicited. Subscription based businesses, home improvement companies, insurance companies, etc., that approach those attending the event for solicitation for future services are not allowed. It is recommended that a 10x10 booth space be assigned to each participant with the participants name written in chalk at each sidewalk location. Permanent marking on the square is not allowed. You must provide your own tent, chairs and tables. If your event requires electricity, it must be requested in advance. If it is used from the light poles, then the cover must be put back on after the event. If a cover is lost the event coordinator and vendor are liable for the cost of replacing the lost cover. All cords must be duct taped down to the sidewalks to prevent accidents.

Form updated October 12, 2018

EVENT STAFFING

The coordinator of the event on the square must remain on site throughout the set up and clean up of the event. The event coordinator must make sure that the square is returned to normal after the event is over.

GARBAGE

Additional rolling trash cans by CLM need to be around the court square. Contact CLM to coordinate. We recommend that you cover the permanent cans surrounding the square and use the rolling cans. If the decorative cans are overflowing at the end of the event, they should be emptied into the rolling cans.

PUBLIC NOTICE SIGNAGE

The coordinator of the event is responsible for obtaining and displaying Special Event Notice signs as provided by City staff. Public notice along/near the event location shall be provided at least 72 hours in advance of the event.

BATHROOMS

A portable restroom, or more depending on the size of the event, must be provided for the public to use. Downtown shops only allow restroom facilities to be used by paying customers. Main Street can assist with contact information on a Main Street member that provides port-a-potties for a fee. We recommend these be placed on the side of NuLink on West Washington Street.

PARKING

Vendors can park on the square to unload, but once unloaded they will need to move their vehicles to a city lot. Parking on the square or in front of stores is prohibited. This includes on side streets. Parking is for customers and event attendees.

AGREEMENT

 agree to these guidelines for use of the Newnan Square and/or city streets.

SIGNED 

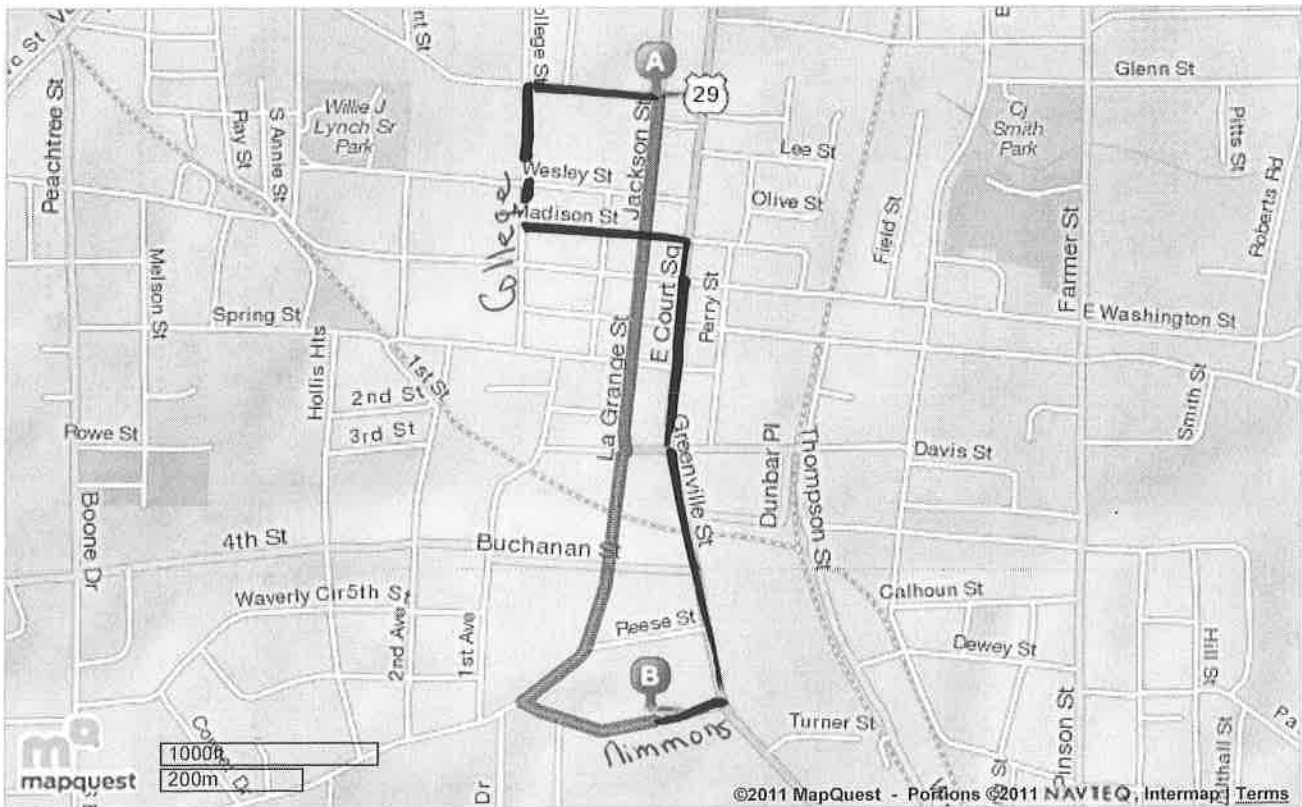
DATE 01-04-2019

EVENT - 100.00.34.2901 – Event Activity Fees

Form updated October 12, 2018

Notes

Start at Temple Avenue Veterans Park.
Up Jackson Street, through town.
Left on Nimmons Street.
Left on Greenville Street, through town.
Left Madison Street.
Right on College Street.
Right on Temple Avenue, end back at Park.



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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).