Coweta County Board of Commissioners

Public Hearing/Regular Session

~ Agenda ~

22 E Broad Street
Newnan, GA 30263
www.coweta.ga.us

Shannon Zerangue
770.254.2601

Tuesday, April 18, 2023 **6:00 PM** **Commission Chambers**

COWETA COUNTY BOARD OF COMMISSIONERS

Call to Order

Attendee Name	Present	Absent	Late	Arrived
District 4 - Chairman John Reidelbach	☐	☐	☐	
District 1 - Vice Chairman Paul Poole	☐	☐	☐	
District 2 Bill McKenzie	☐	☐	☐	
District 3 Bob Blackburn	☐	☐	☐	
District 5 Al Smith	☐	☐	☐	

Meeting Called to Order

Pledge of Allegiance

Invocation

Notification of Location of Rules

REGULAR SESSION

APPROVAL OF MINUTES

1. Tuesday, April 04, 2023

CONSENT AGENDA

2. Confirm Execution of a Proclamation Honoring Ms. Barbara Landreth
3. Confirm Execution of a Proclamation Designating "National Day of Prayer" in Coweta County

SUPPLEMENTAL AND NON-AGENDA ITEMS

PUBLIC HEARING (The Chairman will Call for Any Comments Regarding the Following Items After Each Item is Presented)

4. Public Hearing Regarding Petition # REZ 23-01 Filed by ATE Enterprises, LLC Requesting to Rezone Property Located at 1120 Hwy 16 East, Newnan - 2nd District District 2

History:

03/21/23 **Coweta County Board of Commissioners** **PUBLIC HEARING SET** **Next: 04/18/23**

REGULAR SESSION

PUBLIC COMMENT (Items on the Agenda)

Recommendations from Community Development and/or the Board of Zoning Appeals

5. Recommend Approval of Petition # CUP 23-01 Filed by Don Stephens Requesting a Conditional Use permit for Property Located at 4245 Happy Valley Circle, Newnan District 3

History:

03/30/23 Board of Zoning Appeals PUBLIC HEARING CLOSED

03/30/23 Board of Zoning Appeals RECOMMEND APPROVAL

6. Request Acceptance of Roadways and Execution of a Deed of Open Space Restriction for Property Located in Wellborn Subdivision - District 3
7. Request Acceptance of Roadways for Property Located in Deer Creek Subdivision, Phase 3 - District 2
8. Request to Set a Public Hearing on May 16, 2023 Regarding Petition # REZ 22-27 Filed by City of Hope (Benjamin Mays) Requesting to Rezone Property Located at SR 85, Senoia District 1

UNFINISHED BUSINESS

9. Request Approval to Close a Driveway Access to Shenandoah Boulevard - 4th District
10. Request Appointments to Various Boards/Authorities

NEW BUSINESS

Bids and Contracts

11. Request Approval to Purchase Wetland Credits Associated with the International Park Connector Project (RB19.7)
12. Bid Award Associated with Asphalt-Rubber Joint and Crack Seal on Various County Roads (RB23.10) - 2nd, 3rd 4th, and 5th Districts
13. Bid Award Associated with Resurfacing of Various County Roadways (RB23.8) - 1st, 2nd, 3rd, 4th, and 5th Districts

Additional Action Items

14. Request Approval/Execution of Resolution Associated with Right-of-Way Acquisition for the Sullivan Road Widening and Improvement Project (RB16.13) - 4th District
15. Request Approval of an Amendment to Chapter 10. Animals of the Coweta County Code of Ordinances
16. Request Approval of a Budget Amendment Associated with Purchase of a Mobile Command Truck
17. Request Approval to Submit an Application for a Juvenile Justice Incentive Grant
18. Request Approval to Hold Fourth of July Fireworks at the Fairgrounds
19. Request Appointment of the Chairman to the Joint Masterplanning Committee for Downtown Newnan
20. Request Approval to Surplus Voter Registration Filing Cabinets

SUPPLEMENTAL/NON-AGENDA ITEMS

21. Request Approval/Execution of a Lease with the State Properties Commission for Veterans Services
22. Request Approval to Perform a Sound Attenuation Study for the Historic Courthouse Courtroom

23. Request Approval to Utilize Cranford Hall at the Justice Center for the Annual Victims' Rights Blood Drive

PUBLIC COMMENT (Items Not on the Agenda)

EXECUTIVE SESSION - In accordance with O.C.G.A. 50-14-4

REGULAR SESSION

AFFIDAVIT

ADJOURNMENT

As set forth in the Americans with Disabilities Act of 1992, the Coweta County government does not discriminate on the basis of disability, and will assist citizens with special needs given proper notice (seven working days). For information, please call (770) 254-2608.

COWETA COUNTY

Administration

To: **Coweta County Board of Commissioners**

From: **Fran Collins, Deputy County Clerk**

Date: **3/15/2023**

RE: **Proclamation - Ms. Barbara Landreth**

Issue: Execution of a proclamation honoring Ms. Barbara Landreth

Discussion: Staff has received a request to honor Ms. Barbara Landreth, teacher at Newnan High School, for fifty-nine (59) years of service as an educator and becoming the longest serving teacher in the State of Georgia.

Recommendation: Staff recommends that the Board confirm execution of a proclamation honoring Ms. Barbara Landreth, teacher at Newnan High School, for her fifty-nine (59) years of service.

PROCLAMATION

Honoring Barbara Andrews Landreth

WHEREAS, in 2020, the Coweta County School System said goodbye to one of its most beloved and longest serving teachers, Ms. Barbara Andrews Landreth; and

WHEREAS, Ms. Landreth received her teaching degree from Troy State College and soon after began serving the Coweta County community at Newnan High School; and

WHEREAS, Ms. Landreth taught English and literature, in addition to serving as the yearbook advisor since 1964 as well as the English department chair; and

WHEREAS, Throughout her career as an educator, Ms. Landreth was recognized four times as a STAR Teacher and was instrumental in Newnan High School being selected as a Georgia School of Excellence three times; and

WHEREAS, Ms. Landreth's teachings on English literature and proper terminology have become staples among past and current students and will continue to live on in future generations; and

WHEREAS, For 59 years, Mrs. Landreth served the Coweta County community and helped thousands of students over the years and is now enjoying a well-deserved retirement.

NOW, THEREFORE, BE IT RESOLVED, that the Coweta County Board of Commissioners does hereby proclaim its appreciation for the dedication and hard work of Ms. Barbara Andrews Landreth and urges all citizens to thank her and wish her well in her next chapter.

Attachment: 2023 Barbara Andrews Landreth Proclamation_READ (13712 : Proclamation - Ms. Barbara Landreth)

COWETA COUNTY

Administration

To: **Coweta County Board of Commissioners**

From: **Shannon Zerangue, County Clerk**

Date: **4/14/2023**

RE: **Proclamation Designating "National Day of Prayer"**

Issue: Proclamation Designating "National Day of Prayer" in Coweta County

Discussion: Staff has received a request for the Board to designate May 4, 2023 as "National Day of Prayer" in Coweta County. The ceremony will be held on May 4th at noon at the Greenville Street Park in Newnan.

Recommendation: Staff recommends that the Board confirm execution of a proclamation designating May 4, 2023 as "National Day of Prayer" in Coweta County.

PROCLAMATION

2023 National Day of Prayer

WHEREAS, the National Day of Prayer was created in 1952; then in 1988 the law was unanimously amended by both the House and Senate and signed into law by President Ronald Reagan on Thursday, May 5, 1988 designating the first Thursday of May as a day of national prayer; and

WHEREAS, historically, Americans have relied on prayer for support and guidance in times of sorrow and celebrated with prayer in times of joy; and

WHEREAS, prayer brings communities together holding up a light across the miles and throughout the darkest hours of tragedy, expressing the unity of America and that we are of a common purpose; and

WHEREAS, we should give thanks for the freedom and prosperity which our nation, state, county, and city enjoys, and pray for the continued guidance and comfort that God has graciously bestowed upon this nation since inception; and

WHEREAS, on this important "National Day of Prayer", Americans of all religions are called upon to "Pray fervently in righteousness to avail much" according to James 5:16b, and local Coweta County residents are invited to join in two prayer services on May 14 at 12 p.m. and/or 6:00 p.m. at Greenville Street Park to worship and visit 10 different prayer service pop-up tents; and

NOW THEREFORE, the Coweta County Board of Commissioners does hereby proclaim Thursday, May 4, 2023 as a "National Day of Prayer" calling upon all citizens to gather together in their homes, churches, public meeting places, and various places of worship to offer extraordinary prayer in their own way for unity of the hearts of all Americans and all mankind, and with thanksgiving for the many blessings of living in Coweta County.

Attachment: National Day of Prayer 2023 - READ (13643 : Proclamation - National Day of Prayer)

COWETA COUNTY

Zoning

To: **Coweta County Board of Commissioners**

From: **Angela White, Assistant Community Development Director**

Date: **3/15/2023**

RE: **Petition # REZ 23-01**
Applicant: ATE Enterprises, LLC
Requesting: Rezoning from RC (Rural Conservation) to LM (Light Industrial)
Location: 1120 Hwy 16 East, Newnan (4.59± acres)
Tax I.D. # 100-2061-002
2nd District - Commissioner McKenzie

Should the Board of Commissioners choose to approve this request, the Community Development Department submits the following conditions for consideration:

1. The applicant shall meet all requirements of Development Review, Building, Fire, Environmental Health, and the Water and Sewerage Authority.
2. The exiting detention facility shall be maintained and enhanced to provide water quality for the new proposed impervious area.
3. The applicant shall confirm the existing facility, as installed, will prevent an increase in peak flows of the development.

Request to Set Public Hearing on April 18, 2023

HISTORY:

03/21/23 **Coweta County Board of Commissioners** **PUBLIC HEARING SET**
Next: 04/18/23

The Board voted to set a Public Hearing on April 18, 2023 at 6:00 p.m. regarding Petition # REZ 23-01 filed by ATE Enterprises, LLC requesting to rezone property located at 1120 Hwy 16 East, Newnan.

RESULT:	**PUBLIC HEARING SET [UNANIMOUS]**	**Next: 4/18/2023 6:00 PM**
MOVER:	Bill McKenzie, District 2	
SECONDER:	Bob Blackburn, District 3	
AYES:	Reidelbach, Poole, McKenzie, Blackburn, Smith	

Rezoning Application

To Amend the Zoning Map of Coweta County

A PRE-SUBMITTAL MEETING SHALL BE SCHEDULED NO LATER THAN ONE (1) WEEK PRIOR TO THE APPLICATION DEADLINE

Name of Applicant: ATE ENTERPRISES, LLC

Address: 140 Hardwood Lane, Albany, GA 31707

E-mail address: ernieculpepper@yahoo.com **Phone #:** 229-343-3674

Applicant's Representative: John Morgan **Phone #:** 770-375-7655

Name of Property Owner(s): Ernie Culpepper **Phone #:** 229-343-3674

Address: 140 Hardwood Lane, Albany, GA 31707

Address of property: 1120 Highway 16 East, Newnan, GA 30263

Parcel Identification #: 100 2061 002

Present Zoning Classification: RC **Requested Classification:** LM

Present Use of Property and Any Structures There-On: Storage Facility. 4 storage buildings exist on site.

Stated Use of Property: Storage Facility.

If requested zone change is to extend an existing adjacent zoning district over this property, explain why the proposed zoning change should be made.

If this application is not for extension of an existing district, explain why this property should be placed in a different zoning district than all adjoining property (how does it differ from adjoining property and why should it be subject to different restrictions than those applying to adjoining property?).

Property was originally permitted and developed under the M zoning classification as per the development plans on record. Four (4) of the six (6) storage buildings were built on the property. We were told that before we could build the remaining storage buildings we would have to rezone the property

(continued on back)

Attachment: Rezoning Application (13724 : REZ 23-01 ATE Enterprises, LLC)

The following documents shall be submitted to the Coweta County Planning Department with each rezoning application:

(1) Completed application signed and dated by all owners of subject property. X

(2) If applicant is not owner of property, a notarized statement must be submitted from property owner(s) giving the applicant the right to file rezoning application. Notarized Statement must identify proposed district by acreage, land lot, land district, tax reference number and street location. In addition, the statement must also mention what zoning classification the applicant is requesting and stated use. X

(3) Disclosure Form signed and dated form the applicant(s) and all property owner(s). X

(4) Written legal description providing the metes and bounds for the proposed district. X

(5) Copy of Warranty Deed for subject property. X

(6) Application Fee (see attached fee schedule). X

(7) Conceptual Site Plan meeting the requirements under *Article 29* of the *Coweta County Zoning and Development Ordinance*. One (1) copy and an electronic file of plan in PDF or JPEG format shall be submitted to the Planning Department.

(8) One (1) hard copy and an electronic version of a professional type rendering of structures to be placed on the site. The rendering shall depict the project in detail, sufficient for the public and the Commission to understand dimensions, location, nature and scope of the proposed development. There is no requirement that the rendering be in color or be drawn to exact scale.

(9) Corporate applicants shall submit the names and addresses of all members having ten percent or greater interest in the corporation. X

I certify that I own the property described in this application or authorized by the owner or owners to file this application on their behalf.

Date: 1·20·23 Signed By: X Ernie Culpepper

Print Name: X Ernie Culpepper

Date: 1·20·23 Signed By: X

Print Name: X

Date: 1·20·23

X Michael Anthony Davis

Attachment: Rezoning Application (13724 : REZ 23-01 ATE Enterprises, LLC)

COWETA COUNTY
COMMUNITY DEVELOPMENT

Jon Amason, P.E, Director
22 East Broad St.
Newnan, GA 30263
770-254-2635

To: Coweta County Board of Commissioners

From: Lisa J. Eschman, Zoning Coordinator

Date: March 17, 2023

Subject: Rezoning Request
Applicant: ATE Enterprises, LLC
Applicant Representative: John Morgan
Location: 1120 Hwy 16 E, Newnan – 4.21± acres
RC (Rural Conservation) to LM (Light Industrial)
Petition #: REZONE 23-001
Tax ID#: 100-2061-002
"2nd "Commission District

The subject property has a total area of 4.59± acres located at 1120 E Hwy 16, zoned **RC (Rural Conservation)**. A self-storage facility containing four (4) 30' x 200' buildings was originally constructed on the property in 1999 and has remained in operation since that time. Due to an error, the self-storage facility was permitted for development on property zoned RC (Rural Conservation).

The applicant is proposing to expand the business operations with the addition of two (2) 30' x 200' self-storage buildings; therefore, the property must be bought into the compliance with the permitted zoning. The applicant is proposing to rezone property from **RC (Rural Conservation)** to **LM (Light Industrial)**.

The site is established with all the required development standards such as parking and an existing stormwater management area. All surrounding properties are zoned **M (Industrial)**.

The Community Development Department submits the following highlighted Factors of Review for consideration:

1) The proposed request will not have any adverse impact on the surrounding industrial zoned area.
2) The subject site has been established and the self-storage business has been in operation for decades.
3) Based on staff comments and recommended conditions, any adverse effect on public facilities must be mitigated and the responsibility of the applicant.

Attachment: ATE Staff Report - REZ 23-001 (13724 : REZ 23-01 ATE Enterprises, LLC)

Should the Board of Commissioners choose to approve this request, the Community Development Department submits the following conditions for consideration:

1) The applicant shall meet all the requirements of Development Review, Building, Fire, Environmental Health, and Water and Sewerage Authority.
2) The existing detention facility shall be maintained and enhanced to provide water quality for the new proposed impervious area.
3) The applicant shall confirm the existing facility, as installed, will prevent an increase in peak flows of the development.

The Public Works, Georgia Department of Transportation, Fire, Building, Environmental Health, and Water and Sewerage Authority Divisions have reviewed the proposed rezoning request and have no objections.

A brief description of staff comments regarding this request are as follows:

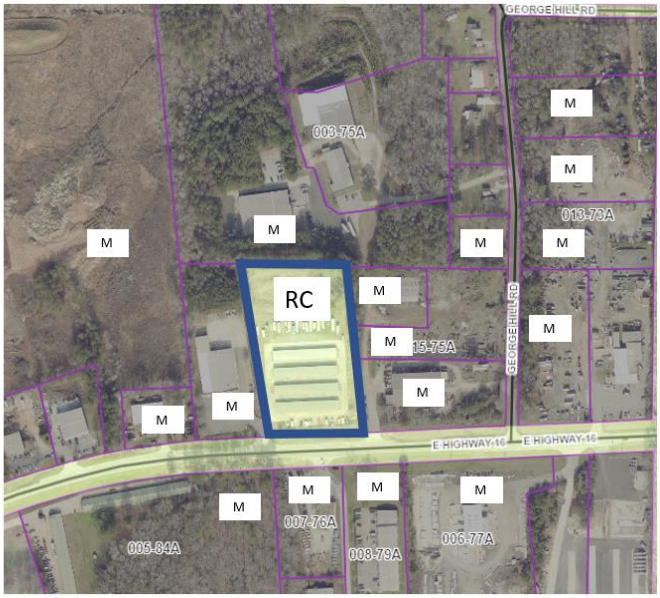
Community Development

Development Review:

After review of this application the Development office offers the following:

- The detention facility shall be maintained and enhanced to provide for water quality for any new proposed impervious areas. Additionally, a design professional must confirm that the facility, as installed, will prevent an increase in the peak flows of the development.

Planner:

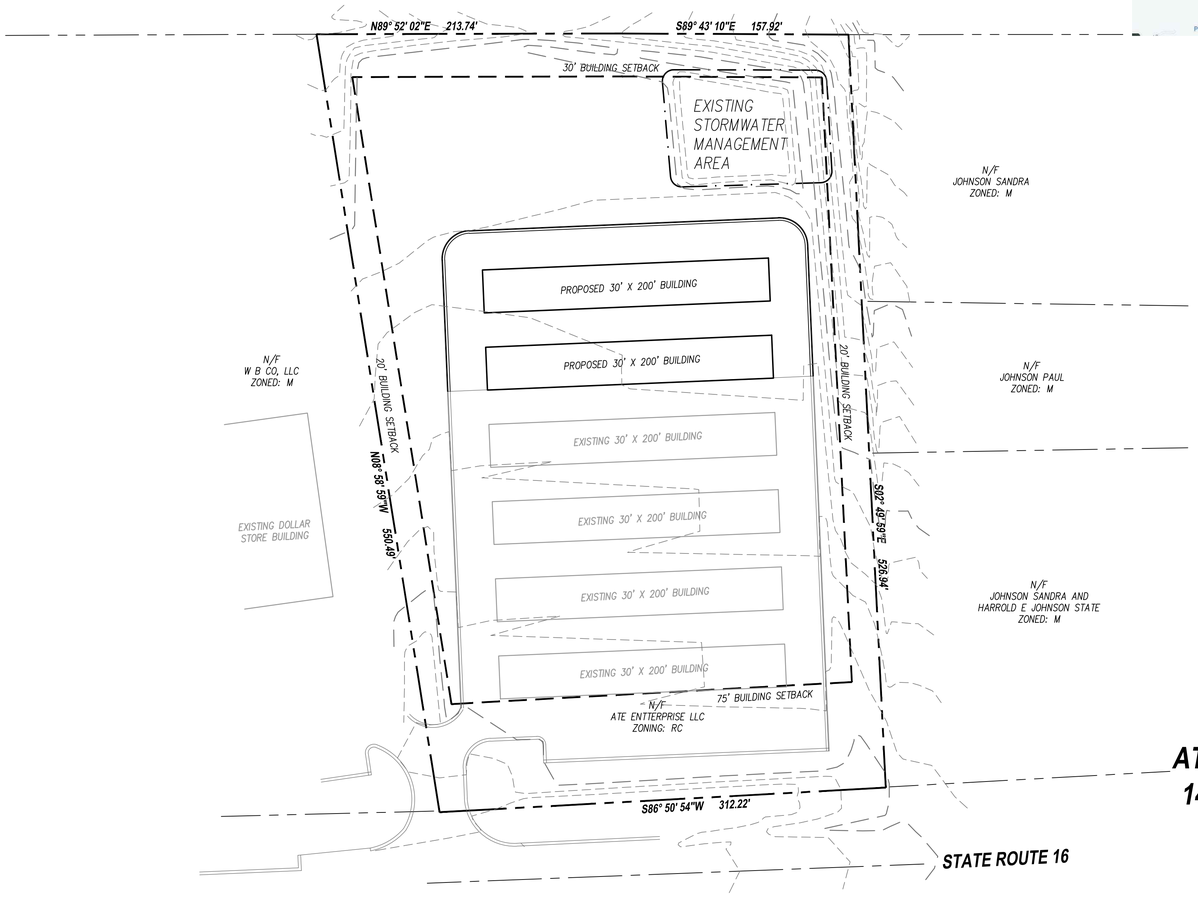


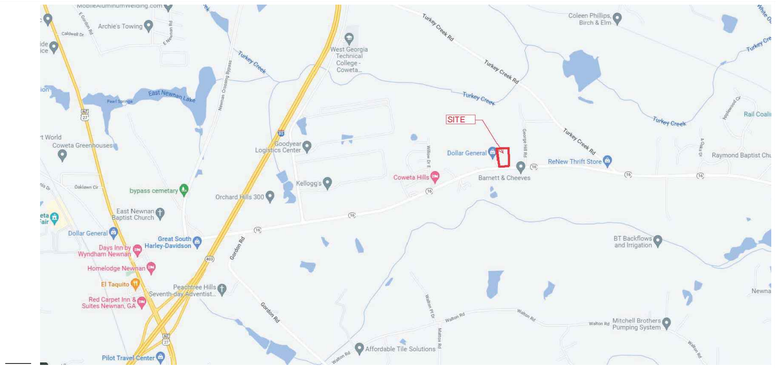
Subject Parcel

Since the rezoning is impacting a parcel that is presently surrounded by industrial zoning, there is no adverse impact anticipated for this rezoning.

The Public Hearing for this request is set for **Tuesday, April 18, 2023**

Attachment: ATE Staff Report - REZ 23-001 (13724 : REZ 23-01 ATE Enterprises, LLC)





LOCATION MAP
SCALE: NTS

EXISTING LAND USE
STORAGE FACILITY

PROPOSED LAND USE
STORAGE FACILITY

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	RC
PROPOSED ZONING	LM
AREA	
SITE AREA	4.21
SETBACKS	
FRONT	75 FEET
SIDE	20 FEET
REAR	30 FEET
PERIMETER	1,761 FEET
MINIMUM HOUSE SIZE	N/A
MAXIMUM BUILDING HEIGHT	34'-11"
MAXIMUM COVERAGE	90%

OWNER CONTACT:
ERNIE CULPEPPER
ATE ENTERPRISES, LLC
140 HARDWOOD LANE
ALBANY, GA 31707
229-343-3674

OWNER'S REPRESENTATIVE:
JOHN MORGAN
RIDGE PLANNING & ENGINEERING
770-375-7655

THIS TRACT OF LAND DOES LIE WITHIN THE 100 YEAR FLOOD ZONE AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOW ON FLOOD INSURANCE RATE MAP 130298 0230 B LAST REVISED SEPT. 8, 1999.

50 25 0 50 100
(IN FEET)
1 inch = 50 ft.

GEORGIA811
Utilities Protection Center, Inc.
Know what's **below.**
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RIDGE PLANNING AND ENGINEERING©
6234 OLD HIGHWAY 5
SUITE D9-250 · WOODSTOCK, GA 30188
OFFICE 770.938.9000

ZONING PLAN

COWETA STORAGE FACILITY

LAND LOT 61
2ND DISTRICT
COWETA COUNTY, GEORGIA

OWNER/DEVELOPER

ATE ENTERPRISES, LLC
140 HARDWOOD DRIVE
ALBANY, GA 31707

GEORGIA PROFESSIONAL 25838 ENGINEER JOHN ROBERT MORGAN

REVISIONS

ZONING PLAN

ZP1

22051 - LP1.DWG 01.23.2023

Copyright © 2022

Attachment: 22051 - 1120 E Hwy 16, Self Storage - Zoning Plan (13724 : REZ 23-01 ATE Enterprises, LLC)

EXHIBIT A
Legal Description

All those tracts or parcels of land lying and being in the Land Lot 61 of the Second Land District of Coweta County, Georgia, known and designated as Lots Two (2), Three (3), Four (4), and Five (5) of Block A of the Mansour Subdivision of Property as shown by Plat of T.Y. Mattox, C.S., of record in Deed Book 58, Page 423, Coweta County records, reference to which is had, containing 10.1 acres, more or less, and more particularly described as follows:

Beginning at the intersection of the northerly right of way of State Highway # 16, with the westerly right of way of a 40 foot unimproved county road, and run thence northerly along the westerly right of way of said county road 500 feet, more or less, to the northeast corner of Lot 5 Block A, thence westerly along the south line of Lot 6 Block A to the northwest corner of Lot 2 Block A a distance of 860 feet, more or less; thence southerly along the west line of Lot 2 Block A 547 feet, more or less, to the northerly right of way of State Highway #16; thence easterly along the northerly right of way of State Highway #16 a distance of 768 feet, more or less, to the point of beginning.

Bound on the east by county road; on the north by Lot 6 Block A; on the west by Lot 1 Block A; and on the south by State Highway #16. Subject to a deed to secure debt to Newnan Federal Savings and Loan Association of record in Deed Book 121, Page 203.

Less and Except:

All that tract or parcel of land containing 5.5158 acres lying and being in Land Lot 61 of the Second Land District of Coweta County, Georgia according to a survey by J. William Ozmore dated 7/8/75 recorded in Plat Book 20, Page 5 in Coweta County records which reference is made for the purpose of incorporating the same as a part herein and being more particularly described according to said plat as follows:

Begin at an aluminum pin located at the intersection of the west right of way of Hill Road with the north right of way of State Route # 16; thence from said point of intersection S 85°50' W along the north right of way of State Route #16 451.78 feet to an aluminum pin; thence N 2° 50' W 526.94 feet to an aluminum pin; thence S 89° 50' E 485.0 feet to an aluminum pin located on the west right of way of Hill Road; thence S 0° 54' W along west right of way of Hill Road 500.0 feet to the point of beginning.

Attachment: Legal Description (13724 : REZ 23-01 ATE Enterprises, LLC)

COMMISSIONER DISCLOSURE STATEMENT

Conflict of Interest in Zoning Actions Act
Disclosure of Financial Interests

Under State guidelines, please complete this form and submit it to the Planning Department at least seven (7) days prior to the Rezoning Hearing upon which you are authorized to vote.

Rezoning Petition Number:	REZ 23-01
Name of Owner or Applicant:	ATE Enterprises, LLC
Location of Property:	1120 Hwy. 16 East, Newnan Tax ID # 100-2061-002 (4.21± acres) Requesting from *RC* (*Rural Conservation*) to *LM* (*Light Industrial*) 2nd District

I, the undersigned, hereby certify that I and/or members of my family **[ ] DO** or **[ ] DO NOT** have an interest in the real property and/or the business entity involved in the rezoning petition listed above. Any interest, which I and/or a member of my family may have in said rezoning petition, has been described in the space provided below.

APRIL 4, 2023
Date

Paul Poole
Signature of Official

Commissioner - 1ST DISTRICT
Title

Explanation
(Please print or type)

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_____

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Attachment: Disclosure Forms REZ 23-01 (13724 : REZ 23-01 ATE Enterprises, LLC)

COMMISSIONER DISCLOSURE STATEMENT

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APRIL 4, 2023
Date

Bill McKenzie
Signature of Official

Commissioner - 2nd DISTRICT
Title

Explanation
(Please print or type)

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_____

_____

Attachment: Disclosure Forms REZ 23-01 (13724 : REZ 23-01 ATE Enterprises, LLC)

COMMISSIONER DISCLOSURE STATEMENT

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APRIL 4, 2023
Date

Bob Blackburn
Signature of Official

Commissioner - 3rd DISTRICT
Title

Explanation
(Please print or type)

_____

_____

_____

_____

_____

Attachment: Disclosure Forms REZ 23-01 (13724 : REZ 23-01 ATE Enterprises, LLC)

COMMISSIONER DISCLOSURE STATEMENT

Conflict of Interest in Zoning Actions Act
Disclosure of Financial Interests

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Requesting from *RC* (*Rural Conservation*) to *LM* (*Light Industrial*)
2nd District

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APRIL 4, 2023
Date

Signature of Official

Commissioner - District 4
Title

Explanation
(Please print or type)

_____

_____

_____

_____

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Attachment: Disclosure Forms REZ 23-01 (13724 : REZ 23-01 ATE Enterprises, LLC)

COMMISSIONER DISCLOSURE STATEMENT

Conflict of Interest in Zoning Actions Act
Disclosure of Financial Interests

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APRIL 4, 2023
Date

Signature of Official

Commissioner - 5th DISTRICT
Title

Explanation
(Please print or type)

_____

_____

_____

_____

_____

Attachment: Disclosure Forms REZ 23-01 (13724 : REZ 23-01 ATE Enterprises, LLC)

AFFP
79260-REZ-23-001 ATE Enterpris

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF COWETA } SS

C. Clayton Neely & Elizabeth C. Neely, being duly sworn, says:

That he is Co-Publishers of the Newnan Times-Herald, a daily newspaper of general circulation, printed and published in Newnan, Coweta County, Georgia; that the publication, a copy of which is attached hereto, was

March 29, 2023

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Co-Publishers

Subscribed to and sworn to me this 29th day of March 2023.

Payton Thompson, Notary, Coweta County, Georgia

My commission expires: May 10, 2025

02100746 00135078

Coweta County Community Development
22 E. Broad St
NEWNAN, GA 30263

Notice of Public Hearing

REZONING PETITION # 23-001 Applicant: ATE Enterprises, LLC Notice is hereby given that the Board of Commissioners of Coweta County, Georgia will conduct a Public Hearing on the 18 th day of April at 6:00 o'clock P.M. at the County Commissioner's Meeting Room, on the second floor above the Tax Assessors Office in the County Administration Building, 37 Perry Street, on the amendment of the Zoning Ordinance of Coweta County, Georgia to wit: Be it ordained by the Board of Commissioners of Coweta County, that the Zoning Ordinance and Zoning Map of said county be amended to change the following described property located at 1120 Hwy 16 E, Newnan (Tax ID #: 100-2061-002): Rezoning Request From: RC (Rural Conservation) To: LM (Light Industrial) For a Self-Storage Facility Expansion Legal Description of Subject Property All that certain tract or parcel of land situate in Land Lot 61 of the Second District of Coweta County, Georgia, and further identified as Lots 2, 3 of Block A of Mansour Subdivision, containing 10.1 acres more or less as recorded in Deed Book 5518 Pages 448-449, in the Office of the Clerk, Coweta Superior Court of Coweta County, Georgia. This ordinance shall take effect and be in force from and after its adoption, the public welfare demanding it. All ordinances and parts of ordinances in conflict herewith are repealed. This notice is given pursuant to Georgia Law. Board of Commissioners Coweta County, Georgia All individuals, who wish to speak for or against a rezoning matter, must complete and submit a Participation Disclosure Form to the County Clerk. Disclosure Forms and petition numbers may be obtained from the Community Development Department, 22 East Broad Street, Newnan, Georgia, (770) 254-2635. Copies of the proposed may be obtained at the Coweta County Community Development Department between the hours of 8:00 a.m. and 5:00 p.m., Monday thru Friday. As set forth in the Americans with Disabilities Act of 1990, the Coweta County Government does not discriminate on the basis of disability and will assist citizens with special needs given proper notice of 48 hours. For information, please call (770)254-2608.
No.79260-3-29

Attachment: Publishers Affidavit (13724 : REZ 23-01 ATE Enterprises, LLC)

COWETA COUNTY

Zoning

To: **Coweta County Board of Commissioners**

From: **Angela White, Assistant Community Development Director**

Date: **2/27/2023**

RE: **Petition # CUP 23-001**
Applicant: Don Stephens
Request: Conditional Use Permit (CUP) - Private Family Cemetery
Location: 4245 Happy Valley Circle, Newnan
Tax ID # 083-5171-007 (partial)
3rd District - Bob Blackburn

HISTORY:

03/30/23	**Board of Zoning Appeals**	**PUBLIC HEARING CLOSED**

The subject property is "Tract B" with a total area of 15-acres located at 4245 Happy Valley Circle, zoned RC (Rural Conservation).

The applicant requests a Conditional Use Permit for the placement of a private, family cemetery. The proposed cemetery will be located on a 0.10-acre tract within the front yard area along the eastern property line of the subject site adjoining the Redwine family cemetery.

The Community Development Department submits the following Factors for Consideration in reviewing the Conditional Use Request:

1. Based on staff comments and recommended conditions, the proposed use should not have any adverse impact on public facilities.

2. The Coweta County Zoning and Development Ordinance allows for churches and associated cemeteries as conditional uses within residential zoning districts so long as any adverse impact is addressed.

3. The proposed use should not have an adverse effect on the aesthetic value of the surrounding area.

Should the Board of Zoning Appeals recommend approval for the request, the Community Development Department is submitting the following conditions for consideration:

1. The cemetery shall not exceed the cemetery boundary as noted on the site plan.

2. The cemetery shall have the four (4) corners of the cemetery boundary marked with permanent stakes to ensure protection of the site.

3. The cemetery boundary depicted on survey by Christopher Brothers Land Surveying, Chris Robertson #3195, revised 2/1/2023, Drawing # 03018, shall be filed with the Clerk of Superior Court's Office.

4. The use of the cemetery shall be for family members only and not open as a public cemetery.

5. All interments shall include a public safety representative and funeral home staff to ensure safe usage of Happy Valley Circle during services.

There were no questions from the Board for Staff.

Applicant: Thank you to Ms. White and Ms. Eschman for their guidance through this process. The location on the property is a good place since there is an existing cemetery and it is the highest elevation on the property. It is a wooded, peaceful location.

The Chairman called for anyone who wished to speak in favor/opposition of this request. There were none.

On motion of Board member Williams, seconded by Board member Mitchum, passing unanimously, the Board voted to close the Public Hearing regarding CONDUSE-23-001.

RESULT:	**PUBLIC HEARING CLOSED [UNANIMOUS]**
MOVER:	Billy Cranford, District 4
SECONDER:	Lisa Mitchum, District 1 - Vice-Chairman
AYES:	Harper, Mitchum, Williams, Cranford, Crouch

03/30/23 **Board of Zoning Appeals** **RECOMMEND APPROVAL**

On motion of Board member Crouch, seconded by Board member Mitchum, passing unanimously, the Board voted to recommend that the Board of Commissioners grant the request of CONDUSE -23-001, subject to the following conditions:

1. The cemetery shall not exceed the cemetery boundary as noted on the site plan.

2. The cemetery shall have the four (4) corners of the cemetery boundary marked with permanent stakes to ensure protection of the site.

3. The cemetery boundary depicted on survey by Christopher Brothers Land Surveying, Chris Robertson #3195, revised 2/1/2023, Drawing # 03018, shall be filed with the Clerk of Superior Court's Office.

4. The use of the cemetery shall be for family members only and not open as a public cemetery.

5. All interments shall include a public safety representative and funeral home staff to ensure safe usage of Happy Valley Circle during services.

RESULT:	**RECOMMEND APPROVAL [UNANIMOUS]**	**Next: 4/18/2023 6:00 PM**
MOVER:	Delia Crouch, District 5	
SECONDER:	Lisa Mitchum, District 1 - Vice-Chairman	
AYES:	Harper, Mitchum, Williams, Cranford, Crouch	

CONDITIONAL USE PERMIT REQUEST APPLICATION

TO THE COWETA COUNTY BOARD OF ZONING APPEALS

Name of Applicant: Don Stephens

Address of Applicant: 4245 Happy Valley Circle, Newnan, GA 30263

Phone #: 678 469-7519 E-Mail Address: donshanestephens@gmail.com

Address of Location of Property: SAME

Tax I.D. #: N/A

Definition of Conditional Use: A use which may be permitted within a zoning district subject to meeting those conditions contained in this ordinance or required and approved by the Board of Commissioners. Please provide the following information with a Conditional Use Request:

A PRE-SUBMITTAL MEETING WITH ZONING STAFF SHALL BE SCHEDULED PRIOR TO THE APPLICATION DEADLINE.

(1) Ordinance listing for proposed use: Article _____ Section _____ Item _____

Brief description of requested use: Establish a family cemetery on our property

(2) If applicable, provide information such as:

Square feet of building: N/A Sanctuary sq. ft., if applicable: N/A
Total of distance from property lines in feet: _____
Acreage: _____ less than an acre
Total parking spaces: N/A
Septic system/Well locations: N/A
Staff or Student size: N/A
Maximum members: N/A
Number of animals: N/A
Exterior Building Materials: N/A

(3) Copy of Warranty Deed.
(4) Legal Description corresponding with district boundary area of Conceptual Site Plan.
(5) Plat of the property indicating the following (1 hard copy and an electronic file of plat in PDF or JPEG Format).
  (a) A correct scale and north arrow;
  (b) The proposed land use and building outline as it would appear should the Conditional-Use Permit application be approved;
  (c) The present zoning classification of all adjacent parcels;
  (d) The building outline and maximum proposed height of all buildings and distance from all property lines;
  (e) The proposed location of all driveways and entry/exit points for vehicular traffic, using arrows to depict direction of movement;
  (f) The location of all required off-street parking and loading areas, septic tank/drain field lines and well location if applicable;
  (g) Required yard setbacks appropriate dimensions;
  (h) The location and extent of required buffer areas, depicting extent of natural vegetation and type and location of additional vegetation if required;
  (i) The location of the 100-year floodplain, any water impoundments, detention ponds, and/or utility easement.
(6) Submit one (1) hard copy and an electronic version of professional renderings of structures to be placed on the site stating the exterior building materials. There is no requirement that the rendering be in color or be drawn to exact scale.
(7) If applicant is not owner of property, a notarized statement must be submitted from property owner(s) giving the applicant permission to file the Conditional Use Application.
(8) Application Fee (see attached Fee Schedule).

Date Filed: 2/1/23 Signed by: [signature]

Print Name: William Don Stephens

Attachment: Application (13682 : CUP 23-01 - Don Stephens - Private Cemetery)

COWETA COUNTY
COMMUNITY DEVELOPMENT

Jonathan Amason, P.E., Director
22 East Broad St.
Newnan, GA 30263
www.coweta.ga.us
770-254-2635

Attachment: Staff Report-CUP 23-001 (13682 : CUP 23-01 - Don Stephens - Private Cemetery)

To: Coweta County Board of Zoning Appeals

From: Lisa J Eschman, Zoning Coordinator

Re: Conditional Use Permit – *Article 7. Sec 75. Item 8. Cemeteries*
Applicant: Don Stephens
Location: 4245 Happy Valley Circle, Newnan
Petition # CUP 23-001
Tax ID #: 083-5171-007 (pt)
"3rd "Commission District

Date: March 24, 2023

The subject property is "Tract B" with a total area of 15-acres located at 4245 Happy Valley Circle, zoned **RC (Rural Conservation).**

The applicant requests a Conditional Use Permit for the placement of a private, family cemetery. The proposed cemetery will be located on a 0.10-acre tract within the front yard area along the eastern property line of the subject site adjoining the Redwine family cemetery.

No objection from Public Works, Fire, Water, Environmental Health, and Community Development divisions for the Conditional Use Permit request.

The consideration for a Conditional Use Request must be reviewed through the following eleven factors as provided under *Article 28. Section 284.1 of the Coweta County Zoning and Development Ordinance*.

1. Whether the conditional use will permit a use that is suitable in view of the use and development of adjacent and nearby property.

   Response: The subject property has a total area of 15+ acres located off Happy Valley Circle. The property is primarily surrounded by the Lake Redwine Development except for several individual tracts ranging in size from 5-acres to 14-acres. Adjoining the property to the east, is the Redwine family cemetery. All these properties are zoned ***RC (Rural Conservation)****.*

2. Whether the conditional use will adversely affect the existing use or usability of adjacent or nearby property.

   Response: The private family cemetery will be situated on a 0.10-acre tract within the front yard area along the eastern property line adjoining the Redwine family cemetery; therefore, the proposed use will blend with the rural character of the surrounding area.

3. Whether or not the special circumstances contribute to the request are peculiar to the particular property involved.

   Response: N/A

4. Whether the conditional use will result in a use, which will or could cause an excessive, or burdensome use of existing streets, transportation facilities, utilities, or schools.

   Response: N/A

5. Whether there is existing or changing conditions affecting the use and development of the property, which gives supportive grounds for either approval, or disapproval of the conditional use permit request.

   Response: The request will allow the applicant to create a private cemetery on their property, to provide a final resting place for family members.

6. Whether or not the situation for which the request if being made poses an unnecessary hardship for the applicant.

   Response: N/A

7. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this ordinance.

   Response: N/A

8. The available existing street system is adequate to efficiently and safety accommodate the traffic, which will be generated by the proposed use or development.

   Response: N/A

9. The existing public utilities, facilities and services are adequate to accommodate the proposed use or development.

   Response: N/A

10. The use or development does not generate or cause conditions such as noise, light, glare or odor, or similar objectionable features which would reduce the value, use of enjoyment of surrounding properties.

    Response: N/A

Attachment: Staff Report-CUP 23-001 (13682 : CUP 23-01 - Don Stephens - Private Cemetery)

11. The proposed building(s) are not out of character with the surrounding area and zoning district in terms of building construction and general aesthetic appearance to the extent that the proposed building will have a detrimental impact on the value of nearby homes, businesses, or other properties.

    Response: N/A

The Community Development Department submits the following Factors for Consideration in reviewing the Conditional Use Request:

1. Based on staff comments and recommended conditions, the proposed use should not have any adverse impact on public facilities.
2. The Coweta County Zoning and Development Ordinance allows for churches and associated cemeteries as conditional uses within residential zoning districts so long as any adverse impact is addressed.
3. The proposed use should not have an adverse effect on the aesthetic value of the surrounding area.

Should the Board of Zoning Appeals recommend approval for the request, the Community Development Department is submitting the following conditions for consideration:

1. The cemetery shall not exceed the cemetery boundary as noted on the site plan.
2. The cemetery shall have the four (4) corners of the cemetery boundary marked with permanent stakes to ensure protection of the site.
3. The cemetery boundary depicted on survey by Christopher Brothers Land Surveying, Chris Robertson #3195, revised 2/1/2023, Drawing # 03018, shall be filed with the Clerk of Superior Court's Office.
4. The use of the cemetery shall be for family members only and not open as a public cemetery.
5. All internments shall include a public safety representative and funeral home staff to ensure safe usage of Happy Valley Circle during services.

The Public Hearing for this request is scheduled for **Thursday, March 30, 2023,** at **6:00PM** in the Commission Chambers located at 37 Perry Street, Newnan, GA 30263.

Attendance of the Public Hearing is recommended for the applicant or his/her representative.

c: Don Stephens – donshanestephens@gmail.com

Attachment: Staff Report-CUP 23-001 (13682 : CUP 23-01 - Don Stephens - Private Cemetery)

SURVEYORS CERTIFICATION:

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 HERON. 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.

THIS PLAT DOES NOT CONSTITUTE A SUBDIVISION, AS CURRENTLY DEFINED BY COWETA COUNTY ZONING AND DEVELOPMENT ORDINANCE: THEREFORE, COWETA COUNTY AFFIRMS THAT FORMAL REVIEW AND PLAT APPROVAL IS NOT REQUIRED PRIOR TO RECORDING OF THIS SURVEY.

_____

ACKNOWLEDGEMENT SIGNATURE, COWETA COUNTY PLANNING DEPARTMENT DATE

Chi W. Robertson 10/17/2018

CHRIS W. ROBERTSON GA RLS #3195 DATE:

SURVEY DATA

E.O.C. Plat: 1' in 1,558,173 FEET

E.O.C. Field: 1' in 26,586 FEET

Angular Error: 2" per angle point

Adjusted By: Compass Rule

Equipment Used:

Geomax Zoom 80 Robotic Total Station

Topcon GTS-313 Total Station

REFERENCES:

Plat Book 83 Page 200
Plat Book 88 Page 175
Plat Book 89 Page 45
Plat Book 90 Page 43
Plat Book 96 Page 159

GENERAL NOTES:

1. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

2. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

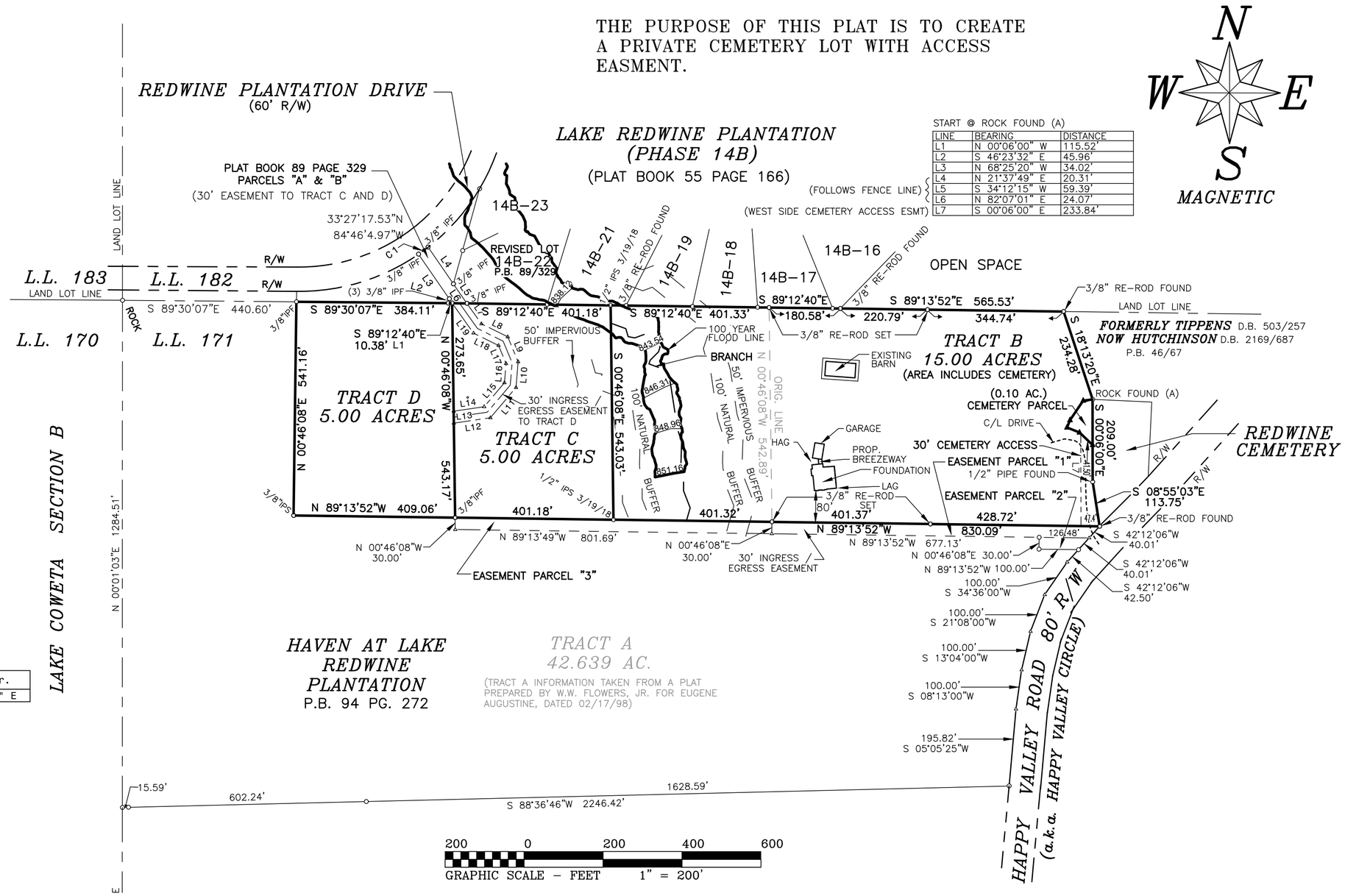
3. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE TITLE BLOCK AND OR THE CERTIFICATION. ANY USE BY OTHER PARITIES NOT NAMED IS AT THEIR OWN RISK.

4. THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL IN CONTRASTING INK.

5. IN MY OPINION, THIS PROPERTY IS NOT WITHIN A ZONE A SPECIAL FLOOD HAZARD AREA AS DEFINED BY F.E.M.A. FLOOD INSURANCE RATE MAPS (FIRM) #13077C0135D WITH EFFECTIVE DATES OF FEBRUARY 6, 2013. PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A ZONE X (SHADED) SPECIAL FLOOD HAZARD AREA. THE 100 YR. FLOOD LINE & BFEs ARE BASED ON A STUDY BY DEWBERRY FURNISHED TO THIS OFFICE BY THE COWETA COUNTY TRANSPORTATION AND ENGINEERING DEPARTMENT.

6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE; THEREFORE, THE UNDERSIGNED AND CHRISTOPHER BROTHERS LAND SURVEYING, LLC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS.

THE PURPOSE OF THIS PLAT IS TO CREATE A PRIVATE CEMETERY LOT WITH ACCESS EASMENT.



START @ ROCK FOUND (A)		
LINE	BEARING	DISTANCE
L1	N 00°06'00" W	115.52'
L2	S 46°23'32" E	45.96'
L3	N 68°25'20" W	34.02'
L4	N 21°37'49" E	20.31'
L5	S 34°12'15" W	59.39'
L6	N 82°07'01" E	24.07'
L7	S 00°06'00" E	233.84'

(FOLLOWS FENCE LINE)

(WEST SIDE CEMETERY ACCESS ESMT)

N
W E
S
MAGNETIC

LEGEND

L.L. = LAND LOT
R/W = RIGHT-OF-WAY
P-P-P = OVERHEAD POWER LINE
X-X-X = FENCE
W-W-W = WATER LINE
WM = WATER METER
WV = WATER VALVE
FH = FIRE HYDRANT
sq. ft. = SQUARE FEET
IPF = IRON PIN FOUND (RE-BAR)
IPS = IRON PIN SET (RE-BAR)
P.B. = PLAT BOOK
D.B. = DEED BOOK
N/F = NOW OR FORMERLY

Course	Bearing	Distance
L1	N 89°12'40" W	10.38'
L2	N 14°54'41" E	11.40'
L3	N 34°35'39" W	137.32'
L4	S 34°33'44" E	113.06'
L5	S 34°43'20" E	60.07'
L6	N 88°49'36" W	37.56'

Curve	Radius	Length	Chord	Chord Bear.
C1	530.00'	30.07'	30.07'	N 53°42'55" E

Course	Bearing	Distance
L7	S 35°28'41" E	63.61'
L8	S 63°41'47" E	74.35'
L9	S 22°35'47" E	68.20'
L10	S 04°41'09" W	65.69'
L11	S 40°19'47" W	100.38'
L12	S 81°33'57" W	93.55'
L13	N 00°46'08" W	30.27'
L14	N 81°33'57" E	78.23'
L15	N 40°19'47" E	79.45'
L16	N 04°41'09" E	48.76'
L17	N 22°35'47" W	49.67'
L18	N 63°41'47" W	70.64'
L19	N 35°28'45" W	93.12'

REVISIONS:

1. 5/24/07
2. 1/17/08
3. 3/09/09
4. 3/19/18 TO RECONFIGURE PARCELS
5. ELEVATION CERTIFICA 08/23/2018.
6. FOUNDATION LOCATIO 10/17/2018.
7. CREATE CEMETERY 02/01/2023.

RECONFIGURATION OF RECORD PARCELS FOR:

WILLIAM DON & BONITA SHANE STEPHENS

LOCATED IN LAND LOT 171, 5TH LAND DISTRICT, COWETA COUNTY, GEORGIA

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

GEORGIA REGISTERED No. 3195 LAND SURVEYOR CHRIS W. ROBERTSON

DRAWING DATE: 04/14/03

LAST FIELD WORK DATE 11/10/2016

DISK: N:

DRAWING #: 03018

SCALE: 1" = 200'

DRAWN BY: BLG/CWR

1 OF 1

Attachment: Site Plan (13682 : CUP 23-01 - Don Stephens - Private Cemetery)

Cemetery Parcel

ALL that tract or parcel of land lying and being in Land Lot 171 of the 5th District, Coweta County, Georgia, and being more particularly described as follows:

COMMENCING at a rock marking the northwest corner of land lot 171'; thence along the north line of land lot 171 the following 3 courses and distances:

thence S 89°30'07" E a distance of 824.71' to a 3/8" iron rebar found;
thence S 89°12'40" E a distance of 993.47' to a 3/8" iron rebar found;
thence S 89°13'52" E a distance of 565.53' to a 3/8" iron rebar found;
thence S 18°13'20" E a distance of 234.28' leaving said north line of land lot 171 to a rock found and the POINT OF BEGINNING;

thence S 00°06'00" E a distance of 115.52' to ;
thence N 46°23'32" W a distance of 45.96' to a ;
thence N 68°25'20" W a distance of 34.02' to a ;
thence N 21°37'49" E a distance of 20.31' along fence line to a point;
thence N 34°12'15" E a distance of 59.39' along fence line to a point;
thence N 82°07'01" E a distance of 24.07' along fence line to a point;
which is the point of beginning,
having an area of 4326.4 square feet, 0.10 acres

together with:

Ingress / Egress Easement

ALL that tract or parcel of land lying and being in Land Lot 171 of the 5th District, Coweta County, Georgia, and being more particularly described as follows:

COMMENCING at a rock marking the northwest corner of land lot 171'; thence along the north line of land lot 171 the following 3 courses and distances:

thence S 89°30'07" E a distance of 824.71' to a 3/8" iron rebar found;
thence S 89°12'40" E a distance of 993.47' to a 3/8" iron rebar found;
thence S 89°13'52" E a distance of 565.53' to a 3/8" iron rebar found;
thence S 18°13'20" E a distance of 234.28' leaving said north line of land lot 171 to a rock found:
thence S 00°06'00" E a distance of 115.52' to and the POINT OF BEGINNING;

thence S 00°06'00" E a distance of 93.48' to a point;
thence S 08°55'03" E a distance of 113.75' to a 3/8" iron rebar found on the northwesterly 80' right-of-way of Happy Valley Road;
thence S 42°12'06" W a distance of 40.01' along the said northwesterly 80' right-of-way of Happy Valley Road to a point;
thence N 89°13'52" W a distance of 20.51' leaving said northwesterly 80' right-of-way of Happy Valley Road to a point;
thence N 00°06'00" W a distance of 263.84' to a point;
thence S 46°23'32" E a distance of 41.50' to a point;
which is the point of beginning,

Attachment: Legal Description (13682 : CUP 23-01 - Don Stephens - Private Cemetery)

AFFP
79096- CUP 23-000001 - Stephen

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF COWETA } SS

C. Clayton Neely & Elizabeth C. Neely, being duly sworn, says:

That he is Co-Publishers of the Newnan Times-Herald, a daily newspaper of general circulation, printed and published in Newnan, Coweta County, Georgia; that the publication, a copy of which is attached hereto, was

February 22, 2023

Notice of Public Hearing

Notice is hereby given that the Coweta County Board of Zoning Appeals will hear an appeal filed by Mr. Don Stephens requesting a Conditional Use Permit under Article 7. Section 75. Item 8 for a private, family cemetery on the subject property located at 4245 Happy Valley Circle, Newnan, GA. Said meeting will be held on Thursday, March 30, 2023, at 6:00 P.M. in the Coweta County Commission Chambers, 37 Perry St., 2 nd Floor, Newnan GA. Copies of the proposed request may be obtained at the Coweta County Community Development Department, 22 E Broad St. Newnan, Georgia between the hours of 8:00 am and 5:00 pm Monday through Friday. All that tract or parcel of land situate, lying and being in Land Lot 171 of the Fifth Land District of Coweta County and having an area of 0.10 acres as shown on that certain plat of survey, prepared by Christopher Brothers Land Surveying, LLC dated 2/1/2023. As set forth in the Americans with Disabilities Act of 1990, the Coweta County Government does not discriminate on the basis of disability and will assist citizens with special needs given proper notice (48 hours). For assistance with special needs, please call (770) 254-2608. This being the 22 nd day of February 2023 Coweta County Community Development Department
No.79096-2-22

That said newspaper was regularly issued and circulated on those dates.
SIGNED: C. Clayton Neely
Elizabeth C. Neely
Co-Publishers

Subscribed to and sworn to me this 22nd day of February 2023.

PAYTON THOMPSON NOTARY EXPIRES GEORGIA MAY 10 2025 COWETA COUNTY

Payton Thompson, Notary, Coweta County, Georgia

My commission expires: May 10, 2025

02100746 00134800

Coweta County Community Development
22 E. Broad St
NEWNAN, GA 30263

Attachment: Affidavit of Publication (13682 : CUP 23-01 - Don Stephens - Private Cemetery)

COWETA COUNTY

Community Development

To: **Coweta County Board of Commissioners**

From: **Jonathan Amason, Community Development Director**

Date: **3/16/2023**

RE: **Acceptance of Roadways and a Deed of Open Space Restriction for Property Located in Wellborn Subdivision - 3rd District**

Issue: Acceptance of Roadways and Deed of Open Space Restriction for property located in Wellborn Subdivision

Discussion: Happy Valley Development Corporation submits the attached deed of open space restriction for acceptance by the Board of Commissioners.

The deed reflects the total Open Space of 27.52± acres total per the final plat of Wellborn Subdivision.

In addition, the grading, storm drainage, curb and gutter, and street base has been completed for the following streets in accordance with Coweta County regulations:

1. Wellborn Drive (1,352 LF)
2. Harmon Court (401 LF)
3. Reid Way (300 LF)

The developer has posted a maintenance bond in the following amount to cover any defects in materials or workmanship that may occur within three (3) years of acceptance:

1. Maintenance Bond $34,860.00

The County Attorney has reviewed and approved the legal documents prior to submittal to the Board of Commissioners.

Recommendation: Staff recommends that the Board execute a Deed of Open Space Restriction and associated drainage structures and right-of-way located in Wellborn Subdivision into the Coweta County Public Roads System and place the constructed improvements into a three (3) year maintenance period.

GENERAL NOTES:

1. OWNER/DEVELOPER:
   HAPPY VALLEY DEVELOPMENT CORPORATION
   P.O. BOX 1832
   NEWNAN, GA, 30264
   CONTACT: JIM MOTTOLA
   JIM@FOUNDATIONSREALTYGROUP.COM
   (770)253-7005

2. ENGINEER/SURVEYOR:
   INTEGRATED SCIENCE & ENGINEERING, INC.
   1039 SULLIVAN ROAD, STE. 200
   NEWNAN, GA 30265
   CONTACT: JASON WALLS, P.E
   JWALLS@INTSE.COM
   (678) 552-2106
   PHONE: (678) 552-2106

3. TAX PARCEL ID NUMBER: PORTION OF 070 5216 001

4. TOTAL SITE AREA = 56.67 AC.
   NET DEVELOPMENT AREA: TOTAL AREA = 54.21 AC.
   NET AREA = TOTAL AREA - FLOOD PLAIN/WETLANDS (0.84 AC.) AND 25% SLOPES (1.62 AC.)
   REQUIRED OPEN SPACE: 56.67 AC. X 0.35 = 19.83 AC.
   DENSITY CALCULATIONS: 54.21 AC. X 0.5 = 27.10 UNITS.

   GROSS OPEN SPACE PROVIDED: 27.52 AC.

   DETENTION & WATER QUALITY BASINS: 1.58 AC.
   75% OF FLOOD PLAIN: 0.63 AC.
   NET OPEN SPACE PROVIDED: 25.31 AC.

   OPEN SPACE WITHIN PRIMARY CONSERVATION = 8.50 AC.
   PRIMARY CONSERVATION AREAS ARE: FLOOD PLAIN, WETLANDS, 25% SLOPE OR GREATER AND STREAM BUFFERS.

   OPEN SPACE WITHIN SECONDARY CONSERVATION = 16.81 AC.
   TOTAL LOTS: 25

   ROAD RIGHTS OF WAY TOTAL AREA = 2.71 AC
   EQUIVALENT LENGTH OF STREETS FOR MAINTENANCE BOND = 2300 LINEAR FEET

5. RECORD TITLE: DEED BOOK 2829 PAGE 476

6. BOUNDARY SURVEY INFORMATION AS PROVIDED BY INTEGRATED SCIENCE & ENGINEERING, INC. DATED: 7/8/19. SEE SURVEYOR CERTIFICATION FOR SURVEY ERROR OF CLOSURE.

7. ZONING: RC, RURAL CONSERVATION
   DEVELOPMENT TYPE (RCSD-A)

   SETBACKS
   FRONT SETBACK - 50 FT (UNLESS OTHERWISE NOTED)
   SIDE SETBACK - 10 FT
   REAR SETBACK - 40 FT
   MIN HEATED FLOOR AREA: 1,725

   DIMENSIONAL REQUIREMENTS
   MAX IMPERVIOUS AREA: 25%
   MIN. LOT SIZE: 1 AC
   MIN. BUILDING LOT: 1 AC
   MIN. ROAD FRONTAGE: 90 FT (SUBDIVISION STREET), 30 FT (CUL-DE-SAC)
   MIN. LOT WIDTH AT FRONT SETBACK LINE: 130 FT
   MAX HEIGHT: 3 STORIES / 40 FT
   MIN. OPEN SPACE: [35% X 56.67 AC] = 19.83 AC MIN.
   GROSS OPEN SPACE PROVIDED = 27.52 AC = 49%

8. MAILBOX CLUSTER AREA TO MEET U.S. POSTAL SERVICE AND COWETA COUNTY REGULATIONS. SIDEWALKS AND MAILBOX CLUSTER AREA SHALL MEET 2010 ADA AND THE CURRENT GEORGIA ACCESSIBILITY CODE.

   THE MAINTENANCE OF THE MAILBOX UNITS, AS WELL AS ANY ASSOCIATED SHELTERS, LIGHTING, PARKING, AND OTHER AMENITIES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS.

9. WETLAND DELINEATION AND STATE WATERS REVIEW PERFORMED BY ROYAL FOREST MANAGMENT AND DOCUMENTED IN THE REPORT DATED JULY 3, 2019.

10. STATE WATERS ARE PRESENT ON THIS PROJECT SITE AS INDICATED,HOWEVER ARE NOT AFFECTED BY THIS DEVELOPMENT.

11. NO WETLANDS WERE IDENTIFIED WITHIN THE PROPERTY BOUNDARIES.

12. THIS PROJECT LIES WITHIN THE SEWELL MILL WATERSHED PROTECTION DISTRICT.

13. THIS PROJECT IS WITHIN THE BROWNS CREEK WATERSHED.

14. ACCORDING TO F.I.R.M. 13077C0135D DATED FEBRUARY 6, 2013, PORTIONS OF THIS PROPERTY DO LIE WITHIN A SPECIAL FLOOD HAZARD AREA ZONE A, THE 100 YEAR FLOOD ZONE SHOWN IS FROM THE BROWN'S CREEK FLOOD PLAIN STUDY BY SCHNABEL ENGINEERING, DATED MARCH 22, 2019 AS REVISED SEPTEMBER 24, 2019

15. WATER SERVICE PROVIDED BY COWETA COUNTY WATER AND SEWERAGE AUTHORITY.

16. WASTEWATER TREATMENT TO BE PROVIDED ONSITE BY INDIVIDUAL SEPTIC SYSTEMS.

17. A 40' TEMPORARY SANITARY SEWER EASEMENT EXISTS ALONG THE FRONT AND REAR OF EACH LOT AND IF CONSTRUCTED, A 30' PERMANENT SANITARY SEWER EASEMENT SHALL REMAIN.

18. THIS SUBDIVISION IS AN "OPEN SPACE DEVELOPMENT". FURTHER DIVISION OF PROPERTY IS PROHIBITED.

19. SIDEWALKS AND RAMPS WILL BE REQUIRED TO BE CONSTRUCTED AS DESIGNED IN THE APPROVED SIDEWALK MASTER PLAN PAGE C202 WITHIN THE APPROVED CONSTRUCTION PLAN SET FOR THIS DEVELOPMENT BY EACH HOUSE BUILDER PRIOR TO A CERTIFICATE OF OCCUPANCY RELEASE.

    PER THE MASTER SIDEWALK PLAN (C202) THE FOLLOWING LOTS WILL REQUIRE THE BUILDER TO INSTALL SIDEWALKS ALONG THE LOT FRONTAGE: LOTS: 1-3 ; 7-11 ; 18-20

20. THE STORMWATER MANAGEMENT FACILITIES WITHIN THIS DEVELOPMENT ARE GOVERNED BY A RECORDED STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT. PER THE AGREEMENT, THE LANDOWNER, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY HOMEOWNER'S ASSOCIATION, SHALL ADEQUATELY MAINTAIN THE STORMWATER MANAGEMENT FACILITIES. THIS INCLUDES ALL PIPES, CHANNELS, OR OTHER CONVEYANCES BUILT TO CONVEY STORMWATER TO THE FACILITY, AS WELL AS ALL STRUCTURES, IMPROVEMENTS, AND VEGETATION PROVIDED TO CONTROL THE QUANTITY AND QUALITY OF THE STORMWATER.

21. "50% OR MORE OF THE NATURAL WOODLAND WITHIN THE RDOS WILL BE RETAINED."

LEGAL REQUIREMENTS FOR OPEN SPACE:

COVENANTS, EASEMENTS (INCLUDING "DEED OF OPEN SPACE RESTRICTION"), OR OTHER PROVISIONS LEGALLY SUFFICIENT, AS NOTES BELOW, SHALL BE REQUIRED
I. TO PERMANENTLY PROTECT THE OPENS SPACE FROM DEVELOPMENT OTHER THAN AS PROVIDED ON THE APPLICABLE COUNTY REGULATIONS;
II. TO ENSURE THE AVAILABILITY OF THE OPEN SPACE FOR COMMON USE BY ALL RESIDENTS OF THE DEVELOPMENT; AND
III. TO ENSURE THAT NO DAMAGE TO OR USE OF THE OPEN SPACE TO THE EXCLUSION OR DETRIMENT OF OTHER RESIDENTS OR THE DEVELOPMENT IS PERMITTED.

ADDITIONAL LEGAL PROVISION FOR THE OPEN SPACE:

1. THE OPEN SPACE IS PERMANENTLY PROTECTED FROM DEVELOPMENT OTHER THAN AS PROVIDED IN COVENANTS RECORDED IN "DEED OF OPEN SPACE RESTRICTION" IN FAVOR OF COWETA COUNTY, GEORGIA, AND AS PROVIDED IN THE COWETA COUNTY, GEORGIA ZONING AND DEVELOPMENT ORDINANCE, ARTICLE 24, SECTION 246.4, AND ANY AND ALL ADDENDUM'S OR AMENDMENTS THERETO.
2. THE OPEN SPACE IS AVAILABLE FOR COMMON USE BY ALL RESIDENTS OF WELLBORN SUBDIVISION, SUBJECT TO SUCH RULES AND REGULATIONS SET FORTH IN THE SUBDIVISION COVENANTS, IF ANY OR PROMULGATED BY THE HOMEOWNERS' ASSOCIATION .
3. NEITHER THE DEVELOPER NOR ANY PERSON CLAIMING BY OR THROUGH THE DEVELOPER SHALL CAUSE DAMAGE TO OR USE OPEN SPACE TO THE EXCLUSION OR DETRIMENT TO THE OTHER RESIDENTS OF WELLBORN SUBDIVISION OR IN VIOLATION OF THE "DEED OF OPEN SPACE RESTRICTION" REFERENCED IN PARAGRAPH (1) ABOVE.
4. PERMANENT CARE AND MAINTENANCE OF OPEN SPACE AREAS WILL BE BY THE HOMEOWNERS' ASSOCIATION.

TREE NOTES:

1. SINGLE FAMILY RESIDENTIAL DEVELOPMENT REQUIRED TO PROVIDE OPEN SPACE SHALL RETAIN FIFTY PERCENT (50%) OF ALL TREES LOCATED IN THE REQUIRED OPEN SPACE AREA OF THE DEVELOPMENT AND SHALL MAINTAIN OR EXCEED 12 CALIPER INCHES PER LOT IN THE FRONT YARD OF ALL RESIDENTIAL LOTS. EXISTING DECIDUOUS TREES ON THE LOT MAY BE PRESERVED TO MEET THE 12-INCH REQUIREMENT PER LOT. THE MINIMUM SIZE FOR NEW TREES USED TO MEET THIS REQUIREMENT MUST BE PLANTED IN THE FRONT YARD. PRIOR TO THE REQUEST FOR A CERTIFICATE OF OCCUPANCY, THE TREE USE IN MEETING THIS REQUIREMENT MUST BE CLEARLY IDENTIFIED IN THE FIELD WITH FLAGGING.

COWETA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT CERTIFICATE:

"Pursuant to the State Health requirements, a comprehensive soil analysis at a minimum DPH level three (3) soil survey was given final approval by the Coweta County Environmental Health Department on all of the conditions of approval having been completed, this document is hereby accepted."

Date: _____

_____
Coweta County Environmental Health Department Official

COWETA COUNTY WATER & SEWERAGE AUTHORITY APPROVAL

_____ _____ _____
Date Plan Reviewer

COMMUNITY DEVELOPMENT APPROVAL CERTIFICATE:

"Pursuant to the Coweta County Development Regulations, this plat has been given final approval by the Coweta County Development Review Committee. All of the conditions of approval having been completed, this document is hereby accepted and this approval granted under the authority of said regulations."

_____ _____
Date Plan Reviewer

OWNER'S ACKNOWLEDGMENT:

"The owner of the land shown on this plat whose name is subscribed thereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, certifies that all state and county or other assessments now due on this land have been paid, and dedicates to the use of the public forever, all streets, which comprise a total of 2.71 acres, for the purposes therein expressed."

Subdivider:_____ Date:_____

Owner:_____ Date:_____

SIGHT DISTANCE CERTIFICATION

I certify that AASHTO's sight distance requirements for both intersection and stopping sight distance is met for the entrance of this development as well as each internal intersection.

By: ISSUED FOR REVIEW ONLY - 1/17/23

Registered P.E. _____

Date: _____

FINAL PLAT ENGINEERING CERTIFICATE:

"I hereby certify that the accepted engineering procedures and design methods were used to establish the layout of this development; that the streets, drainage structures and any other design features have been constructed according to the development construction drawings and revisions approved by the Coweta County Subdivision Review Committee; and that all applicable engineering requirements of the "Land Subdivision Regulations" for residential, commercial and/or industrial subdivisions and all applicable requirements of the "Zoning Regulation" of Coweta county, Georgia, has been fulfilled, except as otherwise approved by the review committee."

By:_____ ISSUED FOR REVIEW ONLY - 1/17/23

Registered Professional Engineer NO_____

Date:_____

SOIL ANALYSIS CERTIFICATE:

"I hereby certify that this document is a true representation of the results of an actual comprehensive soil analysis at a minimum DPH level 3 soil survey by me or under my supervision and that areas are shown that are not acceptable sites for individual septic system as required by the local and/or State Health Department."

By Georgia Department of Public Health (DPH) certified soil classifier:

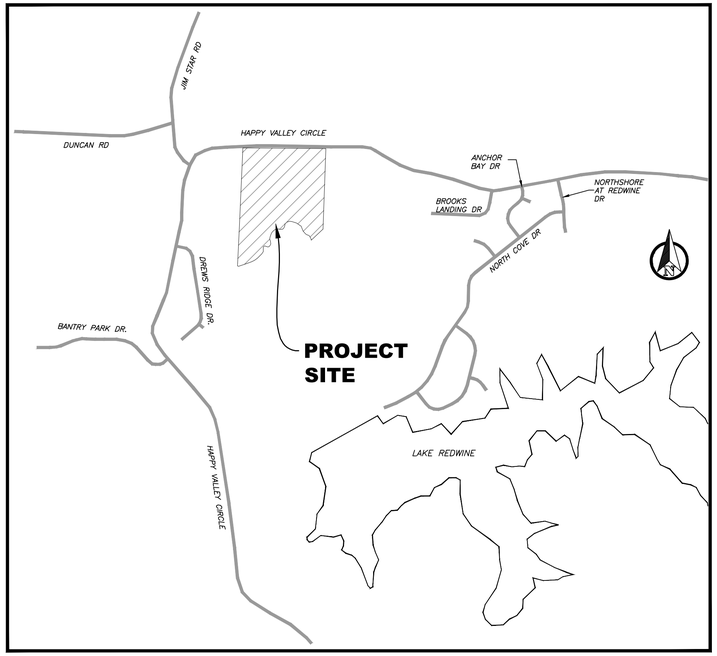
_____

Certification No.: 012170

Date: 1/17/23

FINAL PLAT
OF
WELLBORN SUBDIVISION

SITE LOCATION MAP (n.t.s.)



PRIVATE COVENANTS STATEMENT

This plat is subject to the covenants of Wellborn subdivision as set forth in the separate document(s) recorded and on file at the Coweta County Superior Court Clerk's Office.

_____
Recorded Date

FINAL PLAT SURVEYING CERTIFICATE:

"I hereby certify that this final plat is a true representation of the results of an actual survey by me or under my supervision, conforming to the normal standards of care of professional surveyors practicing in the state of Georgia and all monuments shown hereon actually exist or are marked 'future' and that the surveying requirements for final plats of the "Development Regulations" and 'Zoning Regulations' of Coweta county, Georgia, have been fulfilled. according to the state of Georgia safe dams act map for Coweta County, Georgia, I have determined this development does lie in a basin below a Category I dam."

ISSUED FOR REVIEW ONLY -1/17/23
LARRY J. SEABOLT P.L.S
REGISTERED LAND SURVEYOR NO: GA 2135
DATE:_____

SURVEYOR CERTIFICATION

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.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 22,953 FEET, AND AN ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. EQUIPMENT UTILIZED: LEICA TS12 P 3"

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,043,821 FEET.

ISSUED FOR REVIEW ONLY - 1/17/23
LARRY J SEABOLT, PLS GA 2135 DATE
INTEGRATED SCIENCE & ENGINEERING LSF000136 EXP. 06/30/2024

INTEGRATED Science & Engineering
1039 SULLIVAN ROAD, SUITE 200, NEWNAN, GEORGIA, 30265
(P) 678.552.2106 | (F) 678.552.2107
COA NO. LSFA002056 | EXP. 06/30/2024

GEORGIA REGISTERED NO. 2135 FOR REVIEW ONLY LAND SURVEYOR LARRY J SEABOLT

Rev.	Description	Date
2.	PER REVIEW COMMENTS	1/17/23
1.	PER REVIEW COMMENTS	8/31/22

Apr.

Date: 6/3/2022 | Drawn by: SG | Check by: LS
Project # 1456.1803

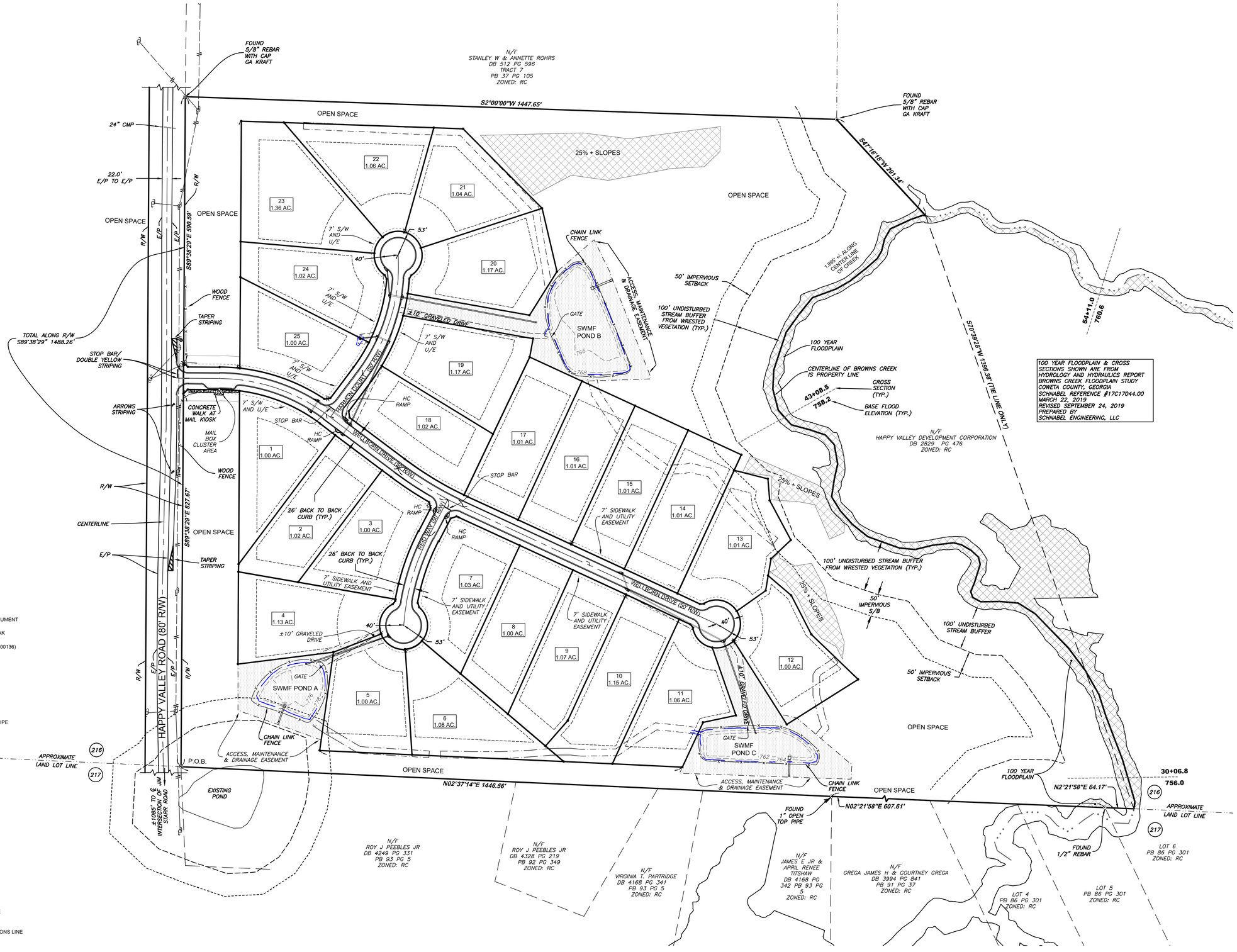
FINAL PLAT OF WELLBORN SUBDIVISION
LAND LOT 216 OF THE 5th DISTRICT, COWETA COUNTY, GEORGIA

COVER SHEET

SHEET 1 OF 5

Attachment: Wellborn FP (13711 : Roadway and Open Space Acceptance - Wellborn)

GRID (GA WEST ZONE) NAD83



LEGEND

*NOTE: NOT ALL SYMBOLS MAY APPEAR ON ALL DRAWINGS

- PROPERTY LINE
- ADJOINER LINE
- RIGHT-OF-WAY LINE
- STORM LINE
- SS SANITARY SEWER LINE
- X FENCE (TYPE)
- OVERHEAD POWER LINE
- T.B.M. TEMPORARY BENCHMARK
- CONCRETE RIGHT-OF-WAY MONUMENT
- IRON PIN FOUND AS NOTED
- PROPERTY CORNER / LINE BREAK
- RBR REBAR
- IPS IRON PIN SET (1/2" REBAR/CAP 000136)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- BSL BUILDING SETBACK LINE
- DE DRAINAGE EASEMENT
- SSE SANITARY SEWER EASEMENT
- N/F NOW OR FORMERLY
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- PVC PLASTIC PIPE
- CPP CORRUGATED PLASTIC PIPE
- HDPE HIGH DENSITY POLYETHYLINE PIPE
- OCS OUTLET CONTROL STRUCTURE
- ℄ CENTERLINE
- FIRE HYDRANT
- GAS METER
- GAS MANHOLE
- GAS VALVE
- WATER METER
- WATER VALVE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- OUTLET CONTROL STRUCTURE
- HEADWALL
- DROP INLET
- CURB INLET W/ GRATE
- COMMUNICATION MANHOLE
- CABLE BOX
- UTILITY BOX
- TELEPHONE MANHOLE
- TELEPHONE BOX
- POWER POLE
- GUY WIRE
- LIGHT STANDARD
- LIGHT POLE
- ELECTRIC HANDHOLD
- ELECTRIC METER
- EP EDGE OF PAVEMENT
- C&G CURB & GUTTER
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND GAS LINE
- UNDERGROUND WATER LINE
- UNDERGROUND COMMUNICATIONS LINE
- CATCH BASIN

INTEGRATED Science & Engineering
1039 Sullivan Road, Suite 200, Newnan, Georgia, 30265
(p) 678.552.2106 | (f) 678.552.2107
COA No. LSF001098 | Exp. 06/30/2024

GEORGIA REGISTERED NO. 2135 FOR REVIEW ONLY LAND SURVEYOR LARRY J. SEABOLT

Rev.	Description	Date
2.	PER REVIEW COMMENTS	1/17/23
1.	PER REVIEW COMMENTS	8/31/22

Date: 6/3/2022
Project #: 1436.1803
Drawn by: SG
Check by: LS
SCALE: 1" = 100'
100' 50' 0' 100'

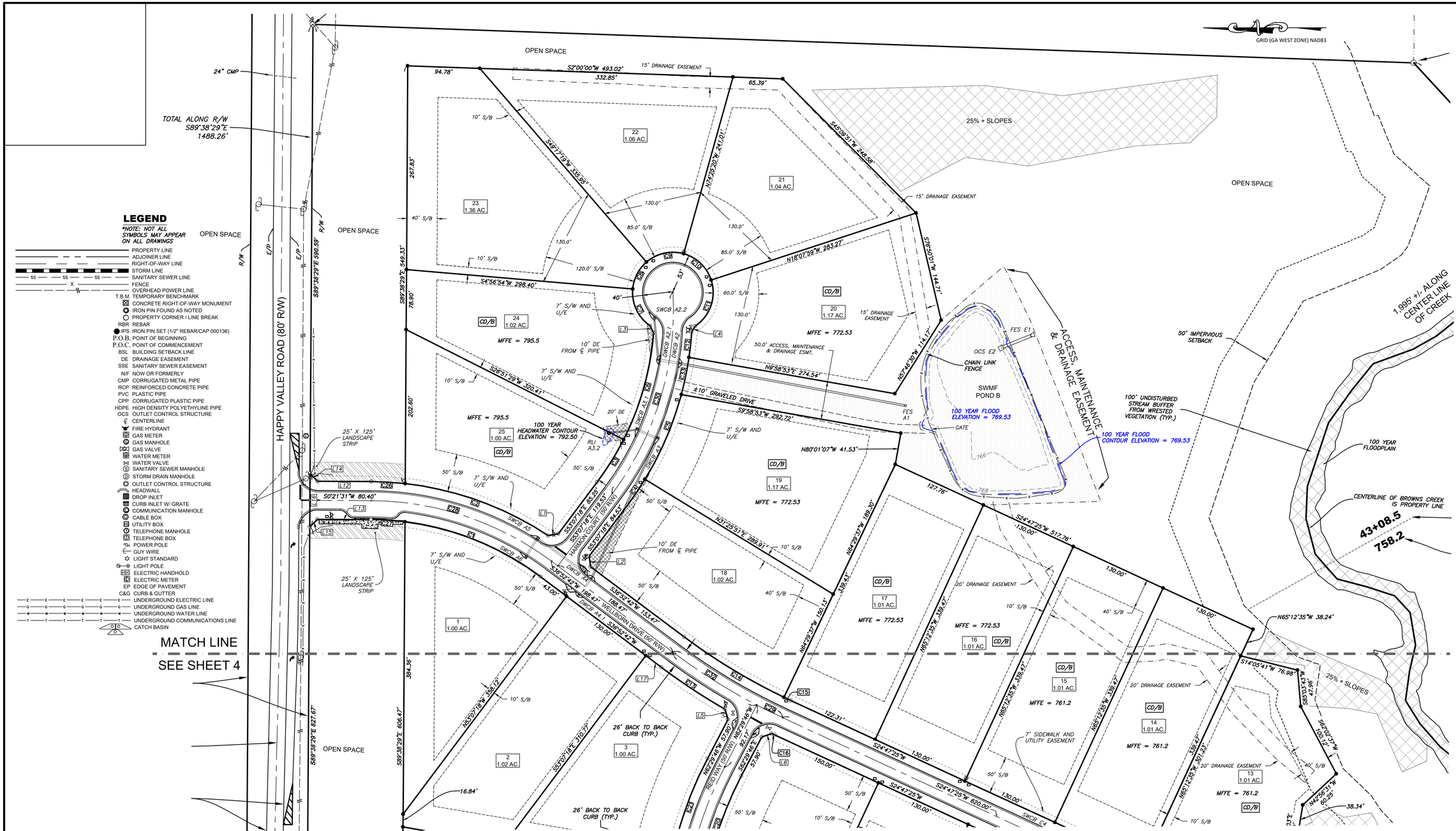
FINAL PLAT OF WELLBORN SUBDIVISION

LAND LOT 216 OF THE 5th DISTRICT, COWETA COUNTY, GEORGIA

BOUNDARY AND OVERALL LAYOUT

SHEET 2 OF 5

Attachment: Wellborn FP (13711 : Roadway and Open Space Acceptance - Wellborn)



LEGEND

*NOTE: NOT ALL SYMBOLS MAY APPEAR ON ALL DRAWINGS

- PROPERTY LINE
- ADJOINER LINE
- RIGHT-OF-WAY LINE
- STORM LINE
- SS — SANITARY SEWER LINE
- X — FENCE
- OVERHEAD POWER LINE
- T.B.M. TEMPORARY BENCHMARK
- CONCRETE RIGHT-OF-WAY MONUMENT
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- P.O.C. POINT OF COMMENCEMENT
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- DE DRAINAGE EASEMENT
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- C&G CURB & GUTTER
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- G G G G G G G — UNDERGROUND GAS LINE
- W W W W W W W — UNDERGROUND WATER LINE
- T T T T T T T — UNDERGROUND COMMUNICATIONS LINE
- CATCH BASIN

Curve Table				
Curve #	Radius	Length	Chord Direction	Chord Length
C1	375.00'	194.32'	S22°02'01"W	192.15'
C2	425.00'	201.77'	N19°58'58"E	199.88'
C3	375.00'	65.58'	N58°07'55"W	65.50'
C4	425.00'	40.41'	S55°50'44"E	40.39'
C5	425.00'	121.55'	S66°45'46"E	121.14'
C6	375.00'	146.78'	N74°21'18"W	145.84'
C7	53.00'	56.23'	S64°33'16"W	53.63'
C8	53.00'	41.02'	N62°52'54"W	40.00'
C9	53.00'	52.07'	N12°34'00"W	50.00'
C10	53.00'	52.07'	N43°43'21"E	50.00'
C11	53.00'	69.04'	S70°49'04"E	64.26'
C12	425.00'	33.57'	S83°57'59"E	33.56'
C13	825.00'	100.39'	S33°23'32"W	100.33'

Curve Table				
Curve #	Radius	Length	Chord Direction	Chord Length
C14	775.00'	153.82'	N31°11'32"E	153.56'
C15	775.00'	9.69'	N25°08'54"E	9.69'
C16	825.00'	4.48'	S24°56'45"W	4.48'
C17	53.00'	81.98'	N12°51'01"E	74.05'
C18	53.00'	71.12'	S84°23'53"E	65.90'
C19	53.00'	65.41'	S45°41'12"W	61.34'
C20	475.00'	145.22'	S71°15'16"E	144.65'
C21	525.00'	160.61'	N71°15'37"W	159.99'
C22	53.00'	83.10'	N85°28'55"E	74.84'
C23	53.00'	42.47'	S26°38'44"E	41.34'
C24	53.00'	67.45'	S32°46'01"W	62.99'
C25	53.00'	77.46'	N68°54'26"W	70.75'
C26	425.00'	44.68'	N3°22'13"E	44.66'

Curve Table				
Curve #	Radius	Length	Chord Direction	Chord Length
C27	375.00'	44.71'	N3°46'26"E	44.68'
C28	400.00'	254.96'	S18°37'06"W	250.66'
C29	800.00'	37.89'	S26°08'49"W	37.88'
C30	400.00'	281.40'	S73°16'31"E	275.63'
C31	500.00'	207.20'	N74°22'05"W	205.73'
C32	800.00'	130.89'	S32°11'28"W	130.75'
C33	425.00'	50.05'	S78°19'48"E	50.02'
C34	53.00'	52.07'	S17°48'45"E	50.00'

Parcel Line Table		
Line #	Direction	Length
L1	N9°46'09"W	13.73'
L2	N81°52'42"E	14.14'
L3	S64°17'47"W	10.04'
L4	S59°51'57"E	8.88'
L5	S73°42'18"W	13.84'
L6	S18°41'50"E	13.84'
L7	N53°44'09"W	8.99'
L8	N70°16'36"E	9.91'
L9	N80°13'46"W	3.76'

Parcel Line Table		
Line #	Direction	Length
L10	N3°20'07"W	9.43'
L11	S52°54'57"W	9.43'
L12	N0°21'31"E	70.40'
L13	S0°21'31"W	70.40'
L14	N45°21'31"E	14.14'
L15	S44°38'29"E	14.14'
L16	N89°38'29"W	70.00'
L17	S36°52'42"W	25.48'

DRAINAGE EASEMENT NOTE
THE INTENT OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT IS TO GIVE NOTICE THAT STORMWATER FLOWS WITHIN THIS GENERAL AREA ARE EXPECTED AND THE PROPERTY OWNERS SHALL NOT IMPEDE NOR REDIRECT IN A WAY THAT IS UNFAVORABLE OR IMPACTFUL TO OTHER'S PROPERTY. THIS DRAINAGE EASEMENT IS A GENERAL REPRESENTATION OF THE GENERAL FLOW PATH FOR A TYPICAL STORM EVENT. LARGER STORM EVENTS MAY CAUSE STORMWATER RUNOFF TO FLOW OUTSIDE THE LIMITS OF THIS EASEMENT.

INTEGRATED Science & Engineering
1039 Sullivan Road, Suite 200, Newnan, Georgia, 30265
(P) 678.552.2106 | (F) 678.552.2107
COA No. LSF001018 | Exp. 06/30/2024

GEORGIA REGISTERED NO. 2135 FOR REVIEW ONLY LAND SURVEYOR LARRY J. SEABOLT

Rev.	Description	Date
2.	PER REVIEW COMMENTS	1/17/23
1.	PER REVIEW COMMENTS	8/31/22

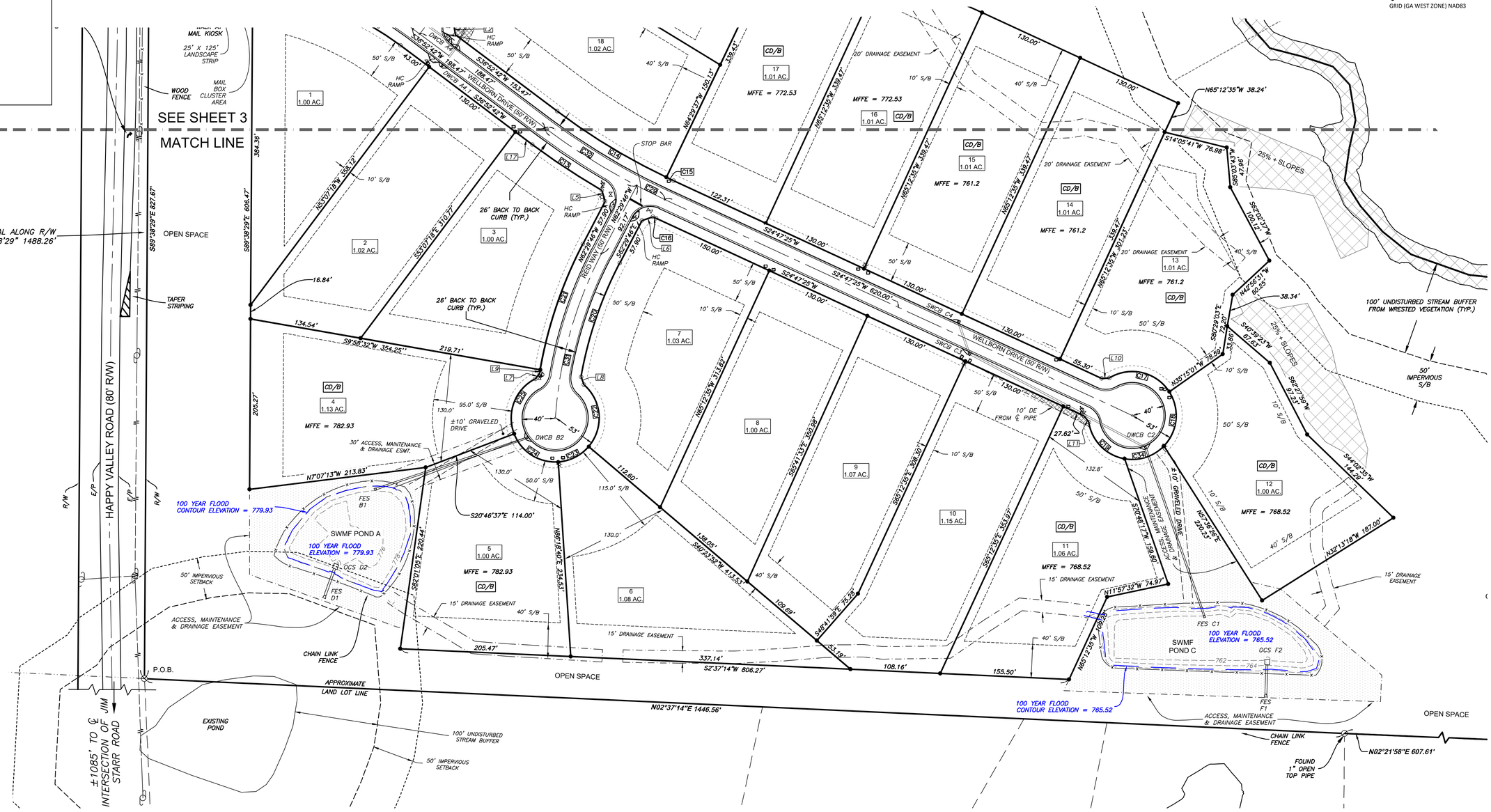
Drawn by: SG | Check by: LS | Date: 6/3/2022 | Project #: 1436.1803 | SCALE: 1" = 60' | 60' 30' 0' 60'

FINAL PLAT OF WELLBORN SUBDIVISION
LAND LOT 216 OF THE 5th DISTRICT, COWETA COUNTY, GEORGIA

LOT AND EASEMENT LAYOUT

SHEET 3 OF 5

Attachment: Wellborn FP (13711 : Roadway and Open Space Acceptance - Wellborn)



Curve Table				
Curve #	Radius	Length	Chord Direction	Chord Length
C1	375.00'	194.32'	S22°02'01"W	192.15'
C2	425.00'	201.77'	N19°58'58"E	199.88'
C3	375.00'	65.58'	N58°07'55"W	65.50'
C4	425.00'	40.41'	S55°50'44"E	40.39'
C5	425.00'	121.55'	S66°45'46"E	121.14'
C6	375.00'	146.78'	N74°21'18"W	145.84'
C7	53.00'	56.23'	S64°33'16"W	53.63'
C8	53.00'	41.02'	N62°52'54"W	40.00'
C9	53.00'	52.07'	N12°34'00"W	50.00'
C10	53.00'	52.07'	N43°43'21"E	50.00'
C11	53.00'	69.04'	S70°49'04"E	64.26'
C12	425.00'	33.57'	S83°57'59"E	33.56'
C13	825.00'	100.39'	S33°23'32"W	100.33'

Curve Table				
Curve #	Radius	Length	Chord Direction	Chord Length
C14	775.00'	153.82'	N31°11'32"E	153.56'
C15	775.00'	9.69'	N25°08'54"E	9.69'
C16	825.00'	4.48'	S24°56'45"W	4.48'
C17	53.00'	81.98'	N12°51'01"E	74.05'
C18	53.00'	71.12'	S84°23'53"E	65.90'
C19	53.00'	65.41'	S45°41'12"W	61.34'
C20	475.00'	145.22'	S71°15'16"E	144.65'
C21	525.00'	160.61'	N71°15'37"W	159.99'
C22	53.00'	83.10'	N85°28'55"E	74.84'
C23	53.00'	42.47'	S26°38'44"E	41.34'
C24	53.00'	67.45'	S32°46'01"W	62.99'
C25	53.00'	77.46'	N68°54'26"W	70.75'
C26	425.00'	44.68'	N3°22'13"E	44.66'

Curve Table				
Curve #	Radius	Length	Chord Direction	Chord Length
C27	375.00'	44.71'	N3°46'26"E	44.68'
C28	400.00'	254.96'	S18°37'06"W	250.66'
C29	800.00'	37.89'	S26°08'49"W	37.88'
C30	400.00'	281.40'	S73°16'31"E	275.63'
C31	500.00'	207.20'	N74°22'05"W	205.73'
C32	800.00'	130.89'	S32°11'28"W	130.75'
C33	425.00'	50.05'	S78°19'48"E	50.02'
C34	53.00'	52.07'	S17°48'45"E	50.00'

Parcel Line Table		
Line #	Direction	Length
L1	N9°46'09"W	13.73'
L2	N81°52'42"E	14.14'
L3	S64°17'47"W	10.04'
L4	S59°51'57"E	8.88'
L5	S73°42'18"W	13.84'
L6	S18°41'50"E	13.84'
L7	N53°44'09"W	8.99'
L8	N70°16'36"E	9.91'
L9	N80°13'46"W	3.76'

Parcel Line Table		
Line #	Direction	Length
L10	N3°20'07"W	9.43'
L11	S52°54'57"W	9.43'
L12	N0°21'31"E	70.40'
L13	S0°21'31"W	70.40'
L14	N45°21'31"E	14.14'
L15	S44°38'29"E	14.14'
L16	N89°38'29"W	70.00'
L17	S36°52'42"W	25.48'

DRAINAGE EASEMENT NOTE
THE INTENT OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT IS TO GIVE NOTICE THAT STORMWATER FLOWS WITHIN THIS GENERAL AREA ARE EXPECTED AND THE PROPERTY OWNERS SHALL NOT IMPEDE NOR REDIRECT IN A WAY THAT IS UNFAVORABLE OR IMPACTFUL TO OTHER'S PROPERTY. THIS DRAINAGE EASEMENT IS A GENERAL REPRESENTATION OF THE GENERAL FLOW PATH FOR A TYPICAL STORM EVENT. LARGER STORM EVENTS MAY CAUSE STORMWATER RUNOFF TO FLOW OUTSIDE THE LIMITS OF THIS EASEMENT.

LEGEND

- OCS = OUTLET CONTROL STRUCTURE
- ○ = PROPERTY CORNER / LINE BREAK
- ⊣⊢ = OVERHEAD POWER
- ☼ = STREET LAMP
- N/F = NOW OR FORMERLY
- PB = PLAT BOOK
- DB = DEED BOOK
- PG = PAGE
- MFFE = MINIMUM FINISHED FLOOR ELEVATION
- E/P = EDGE OF PAVING
- SWMF = STORM WATER MAINTENANCE FACILITY
- DE = DRAINAGE EASEMENT
- FES = FLARED END SECTION
- S/B = BUILDING SETBACK
- R/W = RIGHT-OF-WAY
- ● = SET 1/2" REBAR W/ CAP LSF 136
- S/W = SIDEWALK
- U/E = UTILITY EASEMENT
- H/C = HANDICAP
- ℄ = CENTERLINE

INTEGRATED Science & Engineering
1039 Sullivan Road, Suite 200, Newnan, Georgia 30265
(P) 678.552.2106 | (F) 678.552.2107
COA No. LSF000336 | Exp. 06/30/2024

GEORGIA
REGISTERED
NO. 2135
FOR REVIEW
ONLY
LAND SURVEYOR
LARRY J. SEABOLT

Rev.	Description	Date
2.	PER REVIEW COMMENTS	1/17/23
1.	PER REVIEW COMMENTS	8/31/22

Drawn by: SG | Check by: LS
Date: 6/3/2022
Project #: 1456.1803
SCALE: 1" = 60'

FINAL PLAT OF WELLBORN SUBDIVISION

LAND LOT 216 OF THE 5th DISTRICT, COWETA COUNTY, GEORGIA

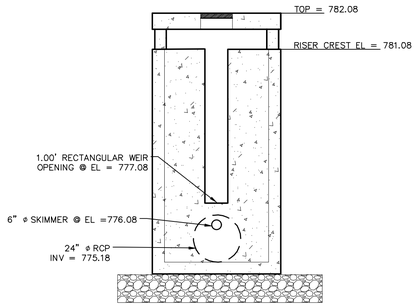
LOT AND EASEMENT LAYOUT

SHEET 4 OF 5

Attachment: Wellborn FP (13711 : Roadway and Open Space Acceptance - Wellborn)

NOTE: AT THE TIME OF THE AS-BUILT SURVEY, THE SKIMMER WAS STILL INSTALLED ON THE OUTLET CONTROL STRUCTURE. THE SKIMMER SHALL BE CUTOFF AND CAPPED AT THE STRUCTURE WITH A 3-INCH ORIFICE DRILLED INTO THE BOTTOM AT THE INVERT OF THE 6" PVC PIPE.

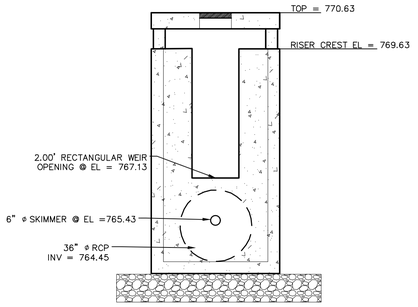
FRONT (SOUTHEAST)VIEW



OUTLET CONTROL STRUCTURE 5' SQUARE (OCS D2) - POND A
SCALE: N.T.S.

NOTE: AT THE TIME OF THE AS-BUILT SURVEY, THE SKIMMER WAS STILL INSTALLED ON THE OUTLET CONTROL STRUCTURE. THE SKIMMER SHALL BE CUTOFF AND CAPPED AT THE STRUCTURE WITH A 3-INCH ORIFICE DRILLED INTO THE BOTTOM AT THE INVERT OF THE 6" PVC PIPE.

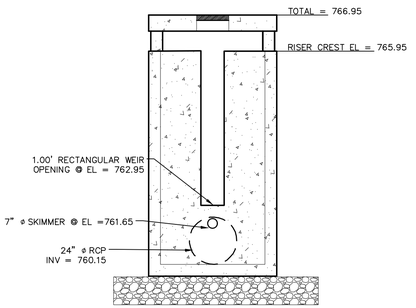
FRONT (NORTHWEST)VIEW



OUTLET CONTROL STRUCTURE 5' SQUARE (OCS E2) - POND B
SCALE: N.T.S.

NOTE: AT THE TIME OF THE AS-BUILT SURVEY, THE SKIMMER WAS STILL INSTALLED ON THE OUTLET CONTROL STRUCTURE. THE SKIMMER SHALL BE CUTOFF AND CAPPED AT THE STRUCTURE WITH A 3-INCH ORIFICE DRILLED INTO THE BOTTOM AT THE INVERT OF THE 7" PVC PIPE.

FRONT (EAST)VIEW



OUTLET CONTROL STRUCTURE 5' SQUARE (OCS F2) - POND C
SCALE: N.T.S.

STRUCTURE PIPE	TYPE	TOP ELEVATION			INVERT IN	INVERT OUT	LENGTH FEET	SLOPE
A1	FES					774.33		
A1-A2	24" RCP						298	2.63%
A2	DWCB	792.28			784.18	782.17		
A2-A3	24" RCP						103	2.09%
A3	SWCB	794.13			786.43	786.33		
A3-A4	18" CMP						197	4.90%
A4	DWCB	803.98			796.58	796.08		
A4-A5	18" RCP						84	1.20%
A5	SWCB	805.39			797.69	797.59		
A5-A6	18" RCP						26	1.12%
A6	SWCB	805.18				797.98		
A2	DWCB	792.28			783.98			
A2-A2.1	24" RCP						26	1.12%
A2.1	DWCB	792.32			784.72	784.27		
A2.1-A2.2	18" CMP						51	5.12%
A2.2	SWCB	793.13				787.33		
SWCB A3	SWCB	794.13			786.43			
A3-A3.1	18" RCP						26	2.31%
A3.1	SWCB	794.23			787.18	787.03		
A3.1-A3.2	18" CMP						32	3.44%
A3.2	RLI	793.38				788.28		
A4	DWCB	803.98			796.23			
A4-A4.1	18" RCP						26	4.12%
A4.1	DWCB	804.00				797.30		
B1	FES					776.45		
B1-B2	18" CMP						190	7.23%
B2	DWCB	796.98				790.18		
C1	FES					762.69		
C1-C2	18" CMP						211	10.00%
C2	DWCB	793.79			786.39	783.79		
C2-C3	18" RCP						236	2.38%
C3	SWCB	799.20			792.00	792.00		
C3-C4	18" RCP						38	1.97%
C4	SWCB	799.95				792.75		
D1	FES					774.96		
D1-D2	24" RCP						40	0.55%
D2	OCS	782.08				775.18		
E1	FES					763.27		
E1-E2	36" RCP						40	2.95%
E2	OCS	770.63				764.45		
F1	FES					759.83		
F1-F2	24" RCP						40	0.80%
F2	OCS	766.95				760.15		

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COA No. LSF001098 | Exp: 06/30/2024

GEORGIA REGISTERED NO. 2135 FOR REVIEW ONLY LAND SURVEYOR LARRY J. SEABOLT

Rev.	Description	Date	Apr.
2.	PER REVIEW COMMENTS	1/17/23	
1.	PER REVIEW COMMENTS	8/31/22	

Date: 6/3/2022
Project #: 1456.1803
Drawn by: SG
Check by: LS

FINAL PLAT
OF
WELLBORN SUBDIVISION

LAND LOT 216 OF THE 5th DISTRICT, CONWETA COUNTY, GEORGIA

STORM AS-BUILT

SHEET 5
OF 5

Attachment: Wellborn FP (13711 : Roadway and Open Space Acceptance - Wellborn)

Control Number : 23007782

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Wellborn Homeowners Association, Inc.
a **Domestic Nonprofit Corporation**

has been duly incorporated under the laws of the State of Georgia on **01/10/2023** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **01/12/2023**.

Brad Raffensperger
Secretary of State

Attachment: Art. of Inc HOA Wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 1/10/2023 2:09:28 PM

BUSINESS INFORMATION

CONTROL NUMBER	23007782
BUSINESS NAME	Wellborn Homeowners Association, Inc.
BUSINESS TYPE	Domestic Nonprofit Corporation
EFFECTIVE DATE	01/10/2023

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

PRINCIPAL OFFICE ADDRESS

ADDRESS	3651 Mars Hill Road, Suite 300, Watkinsville, GA, 30677, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Randy E. Connell	10 Brown Street, Newnan, GA, 30263, USA	Coweta

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Randy E. Connell	INCORPORATOR	10 Brown Street, Newnan, GA, 30263, USA

MEMBER INFORMATION

The corporation will have members.

OPTIONAL PROVISIONS

Article I. Duration. The Association shall have perpetual duration, unless terminated by due process of law. Article II. Applicable Statute. The Corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101, et seq. Article III. Purposes and Powers. A. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which it is formed are: 1. to be and constitute the Association to which reference is made in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Wellborn Subdivision (hereinafter the "Declaration"), to be recorded in the Records of the Clerk of Superior Court of Coweta County, Georgia, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration, in the Bylaws of the Association ("Bylaws") and as provided by law; 2. to be and constitute a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986; and 3. to provide an entity for the furtherance of the interests of the Owners in the development. B. In furtherance of its purposes, the Association shall have all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Georgia in effect from time to time, which, unless indicated otherwise in these Articles, the Declaration or the Bylaws, may be exercised by the board of directors. Article IV. Membership. The Association shall be a membership corporation without certificates or shares of stock. Each record owner of a Lot subject to the Declaration is a member and shall be entitled to vote as set forth herein, in the Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Article V. Board of Directors. The business and affairs of the Association shall be governed by a board of directors, the number, qualification, and method of election of which shall be as set forth in the Bylaws. Article VI. Indemnification. The Association shall indemnify to the fullest extent permitted by the Georgia Nonprofit Corporation Code any person who has been made, or is threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Association), by reason of the fact that the person is or was a director or officer of the Association. In addition, the Association shall pay for or reimburse any expenses incurred by such persons who are parties to such proceedings, in advance of the final disposition of such proceedings, to the full extent permitted by the Georgia Nonprofit Corporation Code. Article VII. Liability of Directors. To the fullest extent that the Georgia Nonprofit Corporation Code, as it exists on the date hereof or as it may hereafter by amended,

Attachment: Art. of Inc HOA Wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

permits the limitation or elimination of the liability of directors, no director of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Association with reference to any event or events preceding or state of facts existing at the time of such repeal or modification. Article VIII. Dissolution. The Association may be dissolved only upon a resolution duly adopted by the board of directors and the affirmative vote of members who are Owners of not less than two-thirds of the Lots and the consent of the Declarant. Article IX. Merger and Consolidation. The Association may merge or consolidate only upon a resolution duly adopted by the board of directors and the affirmative vote of members who are Owners of not less than two-thirds of the Lots and the consent of the Declarant. Article X. Amendments. These Articles may be amended only upon a resolution duly adopted by the board of directors and the affirmative vote of members who are Owners of not less than two-thirds of the Lots and the consent of the Declarant; provided however, no members shall be entitled to vote on any amendment to these Articles of Incorporation for the sole purpose of complying with the requirements of any governmental (including, without limitation, HUD or VA) or quasi-governmental entity or institutional lender authorized to fund, insure or guarantee Mortgages on individual Lots, as such requirements may exist from time to time, which amendments must be approved by a resolution duly adopted by the board of directors with the consent of the Declarant. Article XI. Rights of Declarant. Unless otherwise defined herein, the words used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration. Article XII. Definitions. Unless otherwise defined herein, the words used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration.

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Alan W. Jackson
AUTHORIZER TITLE	Attorney In Fact

Attachment: Art. of Inc HOA Wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

GLOVER & DAVIS, P.A.

Attorneys at Law
P.O. Drawer 1038
Newnan, Georgia 30264

TO: Coweta County

We wish to advise that we have investigated the records pertaining to the real estate of Coweta County, Georgia, as indexed to 8 o'clock AM on the 26th day of December, 2023 for a period of 50 years next proceeding the date of this certificate with reference to the following described property:

All that certain tract or parcel of land situate, lying and being in Land Lot 216 of the 5th Land District and being more particularly described and shown as those roads designated as "Harmon Court (50' RW)", "Wellborn Drive (50' R/W)", and "Reid Way (50' R/W)" on that certain final plat of Wellborn Subdivision prepared by Larry J. Seabolt, Registered Land Surveyor with Integrated Science and Engineering, said plat being of record at Plat Book _____, Pages _____ - _____, Coweta County, Georgia Records. Reference to said plat is hereby made for a more complete and accurate description of said roads.

According to said records a valid fee simple title to said property as of the time set out above is vested in **Happy Valley Development Corporation** by virtue of deed recorded in Deed Book 2829, Page 476, Coweta County, Georgia Records, subject to the following exceptions and encumbrances:

1. Rights of all tenants or persons in possession of said property.
2. Unrecorded claims of liens for labor and material furnished for the improvement of said property.
3. Such facts as an accurate survey of this or adjoining property might disclose.
4. All existing easements and right of ways.
5. All valid restrictions of record and zoning or building regulations of any governmental body.
6. Outstanding security deeds or mortgages as follows:

   Security Deed from Happy Valley Development Corporation to Colony Bank, of record at Deed Book 5290, Page 9, Coweta County, Georgia Records.

7. Outstanding and uncancelled judgments, lis pendens liens and taxes as follows:
   (a) State and County taxes for the year 2022_were paid in the amount of $8,511.22. (Parcel #070-5216-001)

8. Other exceptions or encumbrances as follows:

   None.

Glover & Davis, P.A.

By:
Randy E. Connell

H:\general\recnew\titlecert.wellborn

Attachment: Cert Title Wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WELLBORN SUBDIVISION

Attachment: covenants wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

DECLARATION OF PROTECTIVE COVENANTS; CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

WELLBORN SUBDIVISION

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

WELLBORN SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by

HAPPY VALLEY DEVELOPMENT CORPORATION, a Georgia Corporation
(hereinafter sometimes called "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" of this Declaration or, if not the owner, Declarant has the written consent of the owner to subject such property to the provisions of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" hereof is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to, the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Attachment: covenants wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

Article 1 - Definitions
The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 "Articles ofIncorporation" means the Articles of Incorporation of WELLBORN HOMEOWNERS
ASSOCIATION, INC. that Declarant will file with the Georgia Secretary of State and incol•porated herein by this reference as may be amended from time to time.

1.2 "Association"
Means WELLBORN HOMEOWNERS ASSOCIATION, INC., that Declarant will set up as a Georgia nonprofit corporation.

1.3 "Board ofDirectors" or "Board" means the appointed or elected body of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. 14-3-101 et seq.

1.4 "Bylaws" means the Bylaws effecting WELLBORN HOMEOWNERS ASSOCIATION, INC.. attached to this Declaration as Exhibit "B" and incorporated herein by this reference as may be amended from time to time.

1.5 "Common Property" means any and all real and personal propeny, including, without limitation, easements and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.6 "Community" refers to that certain real property described in Exhibit "A". attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.7 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community Wide Standard originally established by the Declarant.

1.8 "Declarant"
Means Happy Valley Development Corporation, a Georgia Corporation and its successors-in-title and assigns, provided in a recorded instrument, such successor-in-title

Attachment: covenants wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

or assignee is designated as the 'Declarant' hereunder by the prior "Declarant" hereunder-, provided, further, upon the effective date of the designation of a successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that there shall be only one "Declarant" hereunder at any one point in time.

1.9 "Lot" means any plot of land within the Community, whether or not improvements are constructed thereon which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interest of an Owner in the Common Property, as herein provided, together with membership in the Association.

1.10 "Mortgage' ,means any and all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.11 "Mortgagor' ,means the
holder of a Mortgage.

1.12 "Occupant" means any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.13 "Open Space,,

means the portion of the development that has been set aside for permanent protection and on which activities are restricted in perpetuity through the use of an approved legal instrument. All Open Space shall be designated as either primary conservation areas or secondary conservation areas and shall be configured to create or maintain a network of open space. "Primary conservations areas" for purposes of this Declaration shall mean shall include the following: (i) the 100-year floodplain; (ii)Stream buffers as required by the Coweta County Zoning and Development Ordinance Stream Corridor Protection district; (iii) Slopes greater than 25 percent occurring over a contiguous area of 5,000 square feet or more; (iv) Wetlands that meet the definition used by the Army Corps of Engineers pursuant to the Clean Water Act; (v) Populations of endangered or threatened species, or habitat for such species; and (vi) Archaeological sites, cemeteries and burial grounds. "Secondary conservation areas" for purposes of this Declaration shall mean

Attachment: covenants wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

shall be: (i) Undeveloped (unconstrained) but buildable land and protected (constrained) lands; and (ii) Impervious surface setbacks defined by Coweta County Zoning and Development Ordinance's stream corridor protection district, except that lots with area of less than one acre shall exclude these areas. Open Space is intended to preserve the desirable scenic, environmental, and aesthetic qualities of rural or natural landscapes in developing areas and to create new community-oriented spaces in areas of new development and in those places where there are no existing forms of spaces.

1.13 "Owner' ,means the record owner, whether one or more Persons, of the fee simple title to any Lot, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.14 "Person „ includes any individual, individual acting in a fiduciaw capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company, trust or other organization, whether or not recognized as separate legal entity.

1.15 "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.16 "'Total Association Vote" means the votes attributable to the entire membership of the Association (including votes of Declarant) as of the record date for such action, whether or not such members are present or represented at the meeting, where such votes are to be cast.

Article 2 Property Subject To This Declaration

2.1 Property Hereby Subjected To This Declaration.

The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Other Property.

Only the real property described in Exhibit "A 't is hereby made subject to this

Attachment: covenants wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Article 3 Association Membership and Voting Rights

3.1 Membership.

Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor office held (except for Declarant) for each Lot owned.

3.2 Voting.

Members shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the vote attributable to such Lot shall be suspended in the event more than one Person seeks to exercise it.

Article 4 Assessments

4.1 Purpose ofAssessments.

The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation ofthe Lien and Personal Obligation for Assessments.

Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments; (b) special assessments; and (c) specific assessments. All such assessments,

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together with late charges, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure. No Owner may waive or otherwise exempt such Owner from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 General Assessments.

It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each Lot for the following period to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. General assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance

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premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, landscape maintenance, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.4 Special Assessments.

The Association may levy a special assessment if approved by two-thirds (2/3) of the Total Association Vote and the Declarant. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.5 Specific Assessments.

The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses:

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.6 Subordination ofLiens to Mortgages.

The lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the Lot pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of his or her personal obligation to pay all

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assessments coming due at any time when he or she is the Owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagor or such Mortgagor's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such Lot to the Mortgagor or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or the then Owner of such Lot from liability for any assessment authorized hereunder become due after such sale and transfer.

4.7 Remedies of the Association.

Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments, due during the period of such suspension and shall not effect the permanent lien on such Lot in favor of the Association.

4.8 Date of Commencement ofAssessments.

Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the first to occur of the date that: (a) the Lot is first occupied for residential purposes; or (b) two year after the Lot was conveyed by Declarant. A Lot shall be occupied for residential purposes when it has been improved with a dwelling and has been conveyed

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to an owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of first occupancy. Assessments shall not apply to property still owned by Declarant.

4.9 Budget Deficits During Declarant Control.

For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

4.10 Estoppel Letter.

The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

Article 5 Maintenance; Conveyance of Common Property to Association

5.1 Association's Responsibility.

The Association shall maintain and keep in good repair the Common Propeny. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain (whether or not constituting Common Property):

(a) all Community entry features;

(b) Community landscaping originally installed by the Declarant, whether or not such landscaping is on a Lot, privately owned property or public right-of-way; (c) all ponds, lakes, dams and appurtenant structures, storm water detention/retention ponds and storm water drainage facilities serving the Community; and (d) all Community recreational facilities. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community and to enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event that the Association

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determines that the need for maintenance, repair, or replacement, which is the responsibility of the
Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof not paid for by insurance, shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

5.2 Owner's Responsibility.

Except for maintenance performed on a Lot by the Association pursuant to Section 5. l, if any, all maintenance of the Lot and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof; who shall maintain such Lot in a manner consistent with the Community Wide Standard and this Declaration. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the
Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

5.3 Conveyance of Conmon Property by Declarant to Association:

No Implied Rights. The Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefit of its members. The Declarant shall not be required to make any improvements whatsoever to property to bc convcycd and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners. The Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development

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for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant or the owner of such property to the Association or the Owners, as the case may be, by instrument recorded in the real estate records of the County where the property is listed.

5.4 Open Spaces. All Open Spaces shall be restricted from development other than as authorized in the Zoning and Development Ordinance of Coweta County, Georgia. Notwithstanding any other provision of this Declaration to the contrary: (i) all Open Spaces shall be owned and maintained by the Association in perpetuity; and (ii) this Section 5.4 may only be amended with prior written consent of Coweta County, Georgia.

Article 6 Architectural Standards

6.1 General.

No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, fence, exterior alteration of existing improvements, or change in the exterior color of any existing improvement), shall be commenced or placed upon any part of the Community, unless installed by the Declarant, an affiliate of Declarant, or approved in accordance with this Article, or otherwise expressly permitted in this Declaration. Any Owner may remodel, paint or redecorate the interior of structures on the Lot without approval. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Property by or on behalf of the Association. This Article may not be amended without the Declarant's written consent until (a) the Declarant no longer has the right to unilaterally annex additional property to the Community; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued.

6.2 Architectural Review Committee.

Except as provided in Section 6.1 above, no exterior construction, addition or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by an Architectural Review Committee. The Association may employ for the Architectural Review Committee architects, engineers, or other Persons as it deems necessary to enable the Architectural Review Committee to perform its review. Until (a) the Declarant no longer has the right to unilaterally annex additional property to the

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Community; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued, the Declarant shall have the right to appoint all members of the Architectural Review Committee. There shall be no surrender of this right except in a vwitten instrument in recordable form executed by Declarant and recorded in the land records of the Clerk of the Superior Court of the Coweta County where this Declaration is recorded. Upon expiration or earlier surrender in writing of such right, the Board of Directors shall appoint the members of the Architectural Review Committee.

6.3 Guidelines and Procedures.

The Architectural Review Committee may adopt written design and development guidelines and application and review procedures, which might provide for a review fee. The Architectural Review Committee shall have sole and final authority to prepare and to amend the architectural guidelines. The Architectural Review Committee shall make the architectural guidelines available to Owners and builders who seek to engage in construction upon all or any portion of the Community and such Owners and builders shall conduct their operations strictly in accordance therewith. If the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, such approval shall be deemed to have been given. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Architectural Review Committee, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Review Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Association may record in the appropriate land records a notice of violation hereunder naming the violating Owner. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Architectural Review Committee for reconsideration.

6.4 Limitation ofLiability.

Plans and specifications are not approved for engineering or structural design or quality of materials or compliance with any applicable code, federal, state or local, and by approving such plans and specifications neither the Declarant, the Architectural Review

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Committee, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Review Committee, the Board of Directors, nor the officers, directors, its employees and or agents of any of them shall be liable in damages to anyone. Every Person who submits plans specifications and every Owner agrees that such Person or Owner will not bring any law suit against Declarant, the Association, the Architectural Review Committee, The Board of Directors or the officers, directors, members, employees and agents of any them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection to any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.5 No Waiver.

The approval of the Architectural Review Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

66 Variances.

Notwithstanding anything to the contrary contained herein, the Architectural Review Committee shall be authorized to grant individual variances from any of the provisions of this Declaration and the architectural guidelines if it deten-nines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the Community. No variance shall effective unless (a) in writing, (b) that it is not inconsistent with the overall scheme of development for the Community, or (c) stop the Architectural Review Committee from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.7 Enforcement.

Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Architectural Review Committee, Owners shall, at their own cost and expense, remove such structure or

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improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Architectural Review Committee and its agents shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorneys fees, may be assessed against the Lot as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the architectural guidelines may be excluded by the Architectural Review Committee from the Community, subject to any applicable notice , and hearing procedures contained in the Bylaws. In such event, neither the Architectural Review Committee, the Association, its officers, or directors shall be held liable to any person for exercising the rights granted by this paragraph. In addition to the foregoing, the Association shall have the authority and standing to pursue all other remedies available at law and equity to enforce the provisions of this Article.

Article 7 Use Restrictions and Rules

7.1 Rules and Regulations.

The Board of Directors may, from time to time, without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Declarant.

7.2 Residential Use.

Each Lot shall be used for residential purposes exclusively. Leasing of a Lot for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing in the residence on a Lot may conduct business activities within the residence so long as the business activity:

(a) does not otherwise violate the provisions of the Declaration or Bylaws; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot;

(c) does not unduly increase traffic flow or parking congestion;

(d) conforms to all zoning requirements for the Community;

(e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage;

(f) is consistent with the residential character of the Community;

(g) does not constitute a nuisance or a hazardous or offensive use; and

(h) does not threaten the security or safety of other residents of the Community,

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and all as may be determined in each case in the sole discretion of the Board of Directors. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinalY, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. The Board of Directors may issue rules regarding permitted business activities.

7.3 Signs.

No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Declarant or the Architectural Review Committee. Notwithstanding the foregoing, the Board and the Declarant shall shave the right to erect reasonable and appropriate signs. "For Sale" and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Mortgagor in possession due to foreclosure of a first Mortgage or as guarantee to any deed in lieu of such foreclosure.

7.4 Vehicles - Parking

Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated areas, if any. No on-street parking, other than connection with special events as approved by the Board of Directors, shall be permitted within the Community. All parking shall be subject to such rules and regulations as the Board may adopt. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas" shall refer to the number of garage parking spaces and the spaces located in the driveway of each Lot: All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. No vehicle may be left upon any portion of the Community, except in a garage or other area on a Lot approved by the Architectural Review Committee, for a period longer than five days if it is unlicensed or if it is in a condition such that it is incapable of being operated on the public highways. After such five-day period, such vehicle shall be considered a nuisance and may be removed from the Community by the Association. Any towed vehicle, boat, recreational vehicle, motor home, trailer; motorcycle, mini-bike, scooter, go-cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area on the Lot approved by the Architectural Review Committee, for periods longer than 24 hours each shall be considered a nuisance and may be removed from the Community by the Association. Trucks with mounted campers which are used as a primary means of

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transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

7.5 Leasing.

Lots may be leased for residential purposes. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association. The lease shall also obligate the Occupants to comply with the foregoing.

7.6 Animals and Pets.

No animals, livestock or poult1Y of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets. No animals shall be kept, bred or maintained for any commercial purpose. No exterior pens shall be erected or maintained on any Lot without the prior written consent of the Architectural Review Committee. The Board of Directors shall have the right to approve the type of pets and the reasonable number 'thereof which may be maintained on a Lot. The Board of Directors shall have the right at its sole and absolute discretion to issue rules and regulations applicable to the keeping of household pets within the Community.

7.7 Nuisance.

It shall be the responsibility of each Owner and Occupant to event the development of any unclean, unhealthy, unsightly or unkempt condition on it. No property within the Community shall be used, in whole or in part, for the forage of any property or thing that will cause such Lot to appear to be in an unclean or damaged condition or that will be obnoxious to the eye; nor shall any substance, or thing will be kept that will emit foul or obnoxious odors or that will cause any noise or condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot.

7.8 Unsightly or Unkempt Conditions.

The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other

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mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

7.9 Antennas.

No exterior antennas, receiving dishes or similar apparatus of any kind for receiving or transmitting of radio or television signals shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Review Committee; provided, however, the Architecture Review Committee shall approve one television satellite receiving dish not larger than 24 inches in diameter which is mounted to the main dwelling so as not to be visible from the street in front of the Lot.

7.10 Tree Removal.

No trees that are more than four inches in diameter at a point 12 inches above the ground shall be removed without the prior written consent of the Architectural Review Committee. However, no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherlY trees or apple trees, regardless of diameter, shall be removed without the prior written consent of the Architectural Review Committee. Owners shall also comply with any local ordinance applicable to free removal. In the event of a conflict between the provisions of this Section and any local ordinance, the more restrictive provision shall govern. This provision shall not apply to the Declarant.

7.11 Drainage.

Catch basins, retention ponds, detention ponds and drainage easement areas are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without the prior written consent of the Architectural Review Committee.

7.12 Sight Distance at Intersections.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board, it would create an unsafe condition.

7.13 Garbage Cans, Woodpiles, Etc.

All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from view from

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neighboring streets and property. All lubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate.

7.14 Subdivision ofLot.

No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Lot(s) with the consent of the Owner of the effected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property or creating a public or private street over any Lot or property that was formerly a Lot, without the consent of any Person, other than the Owner(s) of such Lot(s).

7.15. Fences.

No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without the prior written consent of the Architectural Review Committee. Chain link fencing must be black vinyl coated and not visible from any street (other than a chain link fence erected by Declarant surrounding the detention areas or other areas designated by Declarant). All fencing visible from any street shall be consfructed of either wood, finished masonry, or vinyl. No fence maybe erected on the front corners of the house. No fence may be higher than six feet. Placement of fences on corner lots will be determined by the Architectural Review Committee. The Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Community as may be deemed appropriate by the Board of Directors or as necessary to satisfy the requirements of any law, regulation or government entity or for health and safety of residents.

7.16 Utility Lines.

Except as may be permitted by the Declarant or the Architectural Review Committee, no overhead utility lines, including lines for cable television, shall be permitted within the Community.

7.17 Air-Conditioning Units.

No window air conditioning units may be installed.

7.18 Lighting.

Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the Community; (d)

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seasonal decorative lights; or (e) other lighting approved by the Architectural Review Committee.

7.19 Energy Conservation Equipment.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee.

7.20 Swimming Pools.

No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the Architectural Review Committee and in no event shall any above-ground swimming pool be permitted.

7.21 Gardens Play Equipment and Pools.

No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals) or pool to be erected on any Lot may be located other than between the rear dwelling line and the rear lot line, without the prior written consent of the Architectural Review Committee.

7.22 Mailboxes.

No mailbox may be placed on a Lot unless the design of same shall first be approved by the Architectural Review Committee. Identical replacement mailboxes may be installed without further approval; but no modification to or change in mailboxes may be made without the approval in writing of the Architectural Review Committee. Furthermore, no mailbox may be placed on a Lot in violation of any ordinance of Coweta County, Georgia. Title to the Mailbox Cluster Area as shown on the final plat of Wellborn Subdivision shall be conveyed to the Association, and said area shall be maintained by the Association.

7.23 Clotheslines.

No exterior clotheslines of any type shall be permitted upon any Lot.

7.24 Entry Features.

Owners shall not alter, remove or add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Architectural Review Committee.

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7.25 Hazardous Materials.

No hazardous materials may be used, generated, stored, disposed of discharged or released on, above, or under the Community, except in compliance with all applicable laws, regulations, ordinances and permits. "Hazardous materials" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, petroleum, oil, or any petroleum by-product as defined as a hazardous substance under any applicable federal, state, or local laws, regulations or ordinances whether existing as of the date of this Declaration, previously enforced or subsequently enacted. Each Owner shall:

(a) disclose to the Board or its designee all hazardous materials proposed to be stored, used or generated in the Community; and

(b) permit inspection by the Board or its designee of those portions of a Lot where hazardous materials are stored, used or generated.

Article 8 Insurance and Casualty Losses

8.1 Insurance on Common Property.

The Association shall obtain insurance coverage, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury' caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least Onc Million ($1 000,000.00) Dollars. Policies may contain a reasonable deductible as determined by the Board of Directors. All such insurance coverage shall be written in the name of the Association and shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized and licensed to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, no Mortgagee

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having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

In addition to the other insurance required by this Section, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the directors' best business judgment, and, if available, shall at least equal three (3) months' total assessments plus reserves on hand. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, not renewed or substantially modified without at least thirty (30) days' prior written notice to the Association.

8.2 Individual Insurance.

By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

8.3 Damage and Destruction Insured by Association.

Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casually, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 60

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days after the casualty, a proposal not to repair or reconsttuct such property is approved by at least 75% of the Total Association Vote and or approved by the Declarant. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed 60 days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destluction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

8.4 Damage and Destruction — Insured by Owner

Owners who suffer a damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within 75 days after such damage or destruction or, where repairs cannot be completed within 75 days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within 75 days after such damage or destruction.

Article 9 Condemnation

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Property, unless within 60 days after such taking, an alternative plan is approved by at least 75% of the Total Association Vote and the consent of Declarant. The provisions hereof applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

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Article 10 Annexation of Additional Property

10.1 Unilateral Annexation By Declarant.

As the owner thereof or, if not the owner, with the consent of the owner thereof, and with the approval of Coweta County, Georgia, Declarant shall have the unilateral right, privilege, and option from time to time at any time until ten (10) years after the recording of this Declaration to subject additional real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being subjected. Declarant reserves the to right to annex hereto any property that may be contained in Declarant's land plan for the development as amended from time to time as long as such annexations do not affect the Development' s compliance with the Coweta County, Georgia Zoning and Development Ordinances. However, inclusion of property in Declarant's land plan shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land plan bar Declarant from subjecting such property to the Declaration. Any annexation shall be effective upon the filing for record of a Supplementmy Declaration unless a later effective date is provided therein. If any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

10.2 Other Annexation.

Upon the written consent of: (a) the owners thereof; (b) the Declarant; and (c) the Owners of at least two-thirds of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary' Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the owner of the property being annexed and the President of the Association whose signature shall be attested by the Secretary of the Association and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

10.3 Withdrawal Q/Property.

The Declarant reserves the right to amend this Declaration unilaterally at any time without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Community from the provisions of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by the Declarant, provided such withdrawal is not

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unequivocally contrary to the overall, uniform scheme of development for the Community in the sole opinion of Declarant.

Article Il Mortgage Provisions

11.1 Notices ofAction.

An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; and

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

11.2 No Priority.

No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of a Mortgagor of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

11.3 Notice to Association.

Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mongage encumbering such Owner's Lot.

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Article 12 Easements

12.1 Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of Persons who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

(ii) the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the Community recreational facilities, if any, for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds of the Lots and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property;

(iv) the right of the Association to dedicate or grant licenses, permits, easements or rights-of-way over, under and through the Common Property to government entities, any quasi-governmental agency or to any utility company or cable television company;

(v) the right of the Association to dedicate, sell or transfer all or any portion of the Common Property upon the approval of the Owners of at least two-thirds of the Lots and the Declarant;

(vi) all other rights of the Association, the Declarant, Owners and Occupants set forth in this Declaration or in any deed conveying Common Property to the Association; and

(vii) all encumbrances and other matters shown by the public records affecting the Common Property.

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(b) Any Owner shall be deemed to have made a delegation of such Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the Occupants of such Owner's Lot and the Owner and Occupants may further delegate such rights to their guests.

12.2 Easements for Utilities.

There is hereby reserved to the Declarant and granted to the Association a blanket, nonexclusive, transferable, and perpetual easement upon, across, above and under all property within the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community, including, without limitation, such easements as may be shown on the recorded subdivision plats for the Community. Declarant or the Association may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any utility or service.

123 Easement for Emergency Entry.

The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, Bylaws, and rules, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of afire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Association, but shall not authorize entry into any single family detached dwelling without permission of the Owner.

12.4 Easement for Maintenance.

Declarant hereby grants to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary for the perfonnance of the maintenance obligations of the Association required herein. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable

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steps shall be taken to protect such property and damage shall be repaired by the Association or its contractors at their sole expense.

12.5 Easementfor Entry Features and Streetscapes.

There is hereby reserved to the Declarant and granted to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Lot containing such entw features or streetscapes as may be more fully described on the recorded subdivision plats for the community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

12.6 Easementfor Drainage.

There is hereby reserved to the Declarant and granted to the Association an easement for creating and maintaining satisfactory drainage across Lots in the Community, over and across an area five feet wide along each side Lot line and ten feet wide along each rear Lot line; provided however such easement area shall not include any portion of a Lot upon which the foundation of a dwelling is located.

12.7 Easement During Construction and Sale Period.

Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, architectural guidelines, and amendments thereto, Declarant reserves an easement across the Community for Declarant and any builder approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's and such builder's development; construction and sales activities related to property hereby and hereafter subjected to this Declaration or nearby property being developed by Declarant or such builders, including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and consfruction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to grant easements over, under, in or on the Community, including without limitation

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the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; the right to construct recreational facilities, utilities and other improvements on Common Property; the right to cany on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant and any such builder may use residences, offices or other buildings owned or leased by Declarant or such builder as model residences and sales offices and may also use Community recreational facilities as a sales office without charge. This Section shall not be amended without the Declarant's written consent until the Declarant's rights hereunder have terminated as hereinabove provided.

12.8 Open Space Easements/Deed of Open Space Restriction.

The Property described as Open Space, as per the Final Plat of WELLBORN Subdivision recorded in Plat Book Pages _____ Coweta County, Georgia records which plat is by reference incorporated herein and made a part hereof, together with any property identified as "Open Space" on any subsequent plats for additional phases of WELLBORN Subdivision , shall be encumbered by those restrictions, easements and covenants as contained in a Deed of Open Space Restriction which shall lun with the title to the Property and shall forever be binding upon all persons having any right, title, or any interest in the Property, their respective legal heirs, legal representatives, successors-in-title and assigns. This Property constitutes Open Space as that term is defined in the Coweta County Zoning and Development Ordinance. The terms of the Coweta County Zoning Ordinance, Watershed Protection Ordinance, and Final Plat are incorporated herein by reference.

Declarant hereby grants unto Coweta County, Georgia, a political subdivision of the State of Georgia, a perpetual easement over the Property for the purposes described in the Coweta County Zoning and Development Ordinance and Deed of Open Space Restriction as necessary to preserve the Open Space for its original purpose. The easement granted to Coweta County is solely for the purposes of preserving the Open Space in accordance to the terms of the Coweta County Zoning and Development Ordinance and the Deed of Open Space Restriction. Coweta County, Georgia assumes no responsibility for maintenance of any fixtures or amenities located on the Property. Declarant accepts any and all risk of loss, damage and injury associated with the preservation and use of the Open Space. Declarant waives any and all right to assert any and all present and future claims against Coweta County, whether known or unknown, for any harm, loss or damage, including with limitation personal injury, death, property damage, and loss of use by reason of, arising out of, or related to the Open Space. Declarant indemnifies, holds hannless and

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defends Coweta County and its officers, agents and employees from and against any and all claims, losses, costs and damages, including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of, relating to, or resulting from the preservation and use of the Open Space. Declarant intends and agrees on its behalf, its successors and assigns, that the covenants contained herein shall be binding on Declarant successors, assigns, licensees, invitees, lessees, sublessees, sub-lessees, tenants and subtenants.

Notwithstanding the aforementioned easement, the Property shall be owned and maintained by WELLBORN HOMEOWNERS ASSOCIATION, INC. Subject to the additional terms and conditions of the Coweta County Zoning and Development Ordinance and The Final Plat, the Property may be used and improvements may be constructed thereon.

13.1 Enforcement.

Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plats for the Community and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association, the Declarant or an aggrieved Owner. All costs and expenses, including, without limitation, reasonable attorney's fees and court costs incurred by the Declarant or the Association in connection with the enforcement of a violation of the within and foregoing covenants, conditions, restrictions and easements shall be paid by the Owner found to be violating same other than Declarant and shall constitute a lien against the Lot of such violating Owner. Failure by the Declarant, the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing. The Declarant shall not be liable to any Person for any violations of the provisions of this Declaration, the Articles of Incorporation, Bylaws, rules and regulations and use restrictions and Declarant does not warrant to anyone that such provisions will be enforced as to any property to which this Declaration is applicable. The initiation of enforcement action from time to time by the Declarant will be for its sole benefit and Declarant specifically disavows any obligation, implied or otherwise, to maintain or enforce such provisions.

13.2 Occupants Bound.

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All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and design guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and design guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

13.3 Self-Help

In addition to any other remedies provided for herein, the Association, the Declarant, the Architectural Review Committee or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the violating Lot Owner shall be given ten days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

13.4 Duration.

The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provisions shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by law.

13.5 Termination ofRights ofDeclarant.

The rights of Declarant to take, approve or consent to actions hereunder and under the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date

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that the Declarant no longer owns any property in the Community for development and sale and no longer has the right to unilaterally annex additional property to the Community as provided herein and a certificate of occupancy has been issued for a dwelling on each Lot in the Community; or (b) the date of recording by Declarant in the real estate records of the county where the Community is located of a written instrument terminating all of Declarant's rights hereunder.

13.6 Amendment.

This Declaration may be amended unilaterally at any time and from time to time by Declarant

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith;

(b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration;

(c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or

(d) if such amendment is necessary to enable any govemmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee

Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing.

Further, Declarant may unilaterally amend this Declaration for any purpose he deem necessary and this right will stay in effect till Declarant no longer has any property rights or owns any property within the community. The notice of Declarant's amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein.

13.7 Partition.

The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the Community. This provision does not apply to Declarant and he may divide any common property.

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13.8 Gender and Grammar.

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

13.9 Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

13.10 Captions.

The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be consfiued as defining, limiting, extending or othepvvise modifying or adding to the particular Article or Section to which they refer.

13.11 Preparer.

This Declaration was prepared Glover & Davis, P.A., 10 Brown Street, Newnan, Georgia 30263.

13.12 Notices.

Notices provided for in this Declaration or the Articles or Bylaws shall be in writing, and shall be addressed to any Owner at the address of the Lot and to the Declarant or the Association at the address of their respective registered agent in the State of Georgia. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices addressed as above shall be deemed delivered three business days after mailing by United States Registered or Certified Mail, postpaid, or upon delivery when delivered in person, including delivery by Federal Express or other reputable courier service.

13.13 Perpetuities.

If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth Il, Queen of England.

13.14 Indemnification.

To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer,

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director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incun•ed by any officcr, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

13.15 Inspection Q/Books and Records.

This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the costs of reproducing copies of documents. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

13.16 Financial Statements.

Financial statements for the Association shall be prepared annually on such accounting basis as may be required by the Board of Directors; provided, however, after having received the financial statements, the Owners, by a majority of the Total Association Vote and the consent of Declarant, may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such

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holder shall be entitled to receive a copy of audited financial statements within 90 days of the date of the request.

13.17 Notice of Sale, Lease or Acquisition.
Prior to the sale or lease of a Lot, the Owner shall provide the Association with written notice of the name of the purchaser or lessee, as the case may be, and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall provide the Association with written notice of the name and mailing address of the Owner and such other information as the Board may reasonably require.

13.18 Variances.
Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

13.19 Litigation.
No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least 75% of the Total Association Vote and or unless approved by the Declarant. This Section shall not apply to
(a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein,
(c) actions brought by the Declarant

(d) proceedings involving challenges to act under claims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal, this day of January, 2023.

DECLARANT:

HAPPY VALLEY DEVELOPMENT CORPORATION

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By: _____ (SEAL)
James Van S. Mottola,
President

Signed, sealed and delivered
in the presence of:

Witness:

Notary Public (SEAL)

EXHIBIT "A"

All that certain tract or parcel of land situate, lying and being in Land Lot 216 of the 5th Land District of Coweta County, Georgia and being more particularly described as Lots 1 through 25, inclusive, of Wellborn Subdivision and those parcels described and shown as "Open Space" all as depicted on that certain final plat of Wellborn Subdivision of record at Plat Book_____, Page _____, Coweta County, Georgia Records, reference to which is hereby made.

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EXHIBIT "B"

BYLAWS FOR WELLBORN HOMEOWNERS ASSOCIATION, INC.

Article I - Name Membershi A licabilit and Definitions

1.1 Name. 'The name of the corporation shall be designated by the Declarant (hereinafter sometimes referred to as the " Association").

1.2 Mgm_bgEhip. The Association shall have one class of membership, as is more fully set forth in that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for WELLBORN Subdivision (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article 2 - Association: Meetin s uorum. Votin Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

2.2 Annual Meetin s. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special

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meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least 25% of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Lot of each member (as shown in the records of the Association as of the record date) a notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and if and to the extent required by the Georgia Nonprofit Corporation Code (O.C.GA Section 14-3-101, et seq.) or other applicable law (the "Governing Law"), the purpose(s) thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than first class or registered mail, thirty (30) days) nor more than sixty (60) days before the meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. however, a new record date is or must be fixed under the Governing Law notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, signed by the member, waive notice of any meeting of the members, either before or after such meeting, Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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2.8 Membershi List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney at the Association's principal office or at such other reasonable place as may be specified in the notice. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9 Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, dated, and filed with the Secretmy before the appointed time of each meeting. Evely proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretaw of the death or judicially declared incompetence of a member; (b) receipt by the Secretary of written revocation signed by the member; (c) receipt by the Secretary of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of 1 1 months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least 25% of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action Without A Formal Meetin . Any action required or permitted to be approved by the members may be approved without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed and dated by membcrs (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within 70 days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of members filed in the permanent records of the Association.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if

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approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association. The ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3 Board of Directors: Number, Powers, Meetings

3 . [1] G.Q-ygming-B-Q-dy-;-Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are 18 years of age or older. Except as provided in Section 3.2, each director must reside in the Community and be a member or the spouse of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner or Occupant of such Person's Lot.

3.2 Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of ten (10) years after the date of the recording of the Declaration; (b) the date on which all of the Lots planned by Declarant to be a part of the Community shall have been improved with a dwelling and conveyed to an Owner for occupancy as a residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The directors appointed by the Declarant need not be Owners or residents in the Community. The Lots planned by Declarant for the Community shall initially be the number of Lots shown on the

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Declarant's land use plan for the development as it may be amended from time to time. Inclusion of property on the land use plan shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land use plan bar Declarant from subjecting such property to the Declaration. The final total number of Lots planned for the Community shall be the actually number of Lots shown on the recorded subdivision plats) for the Community regardless of any different number of Lots shown from time to time on the land use plan. The Declarant shall notify the Association when the final subdivision plat for the Community has been recorded.

3.3 Number of Directors. The Board shall initially consist of three members. This number may be expanded to five by the association after Declarant's rights to appoint and remove board members expires.

3.4 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.5 Election and Term of Office. After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting (or take action under Section 2.1 1 or Section 2.12 in lieu of a meeting) and the members shall elect three directors. The members of the Board of Directors shall hold office for one year and shall continue in office until their respective successors shall have been elected and take office. At annual meetings of the membership thereafter (or pursuant to Section 2.11 or Section 2.12 in lieu of a meeting), directors shall be elected. The three candidates receiving the most votes shall be elected.

3.6 Removal of Directors. At any annual, regular or special meeting of the Association, any one or more of the members of the Board of Directors elected by the members may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than 30 days may be removed by a majority vote of the remaining directors. Declarant may remove any director with or without cause, and does not need the approval of the association or other board members.

3.7 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by

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a vote of the majority of the remaining directors. Each Person so selected shall serve the unexpired portion of the ten-n.

3.8 Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten days after the election at such time and place as the directors may conveniently assemble.

3.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that, after the right of Declarant to appoint the directors terminates, at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four days before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least two days before the day set for the meeting.

3.11 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such.

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3.14 Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.15 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.16 Action Without A Formal Meetin . Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

3.17 Telephonic Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four days before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least two days before the day set for the meeting.

3.18 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, Articles, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each member to the common expenses;

(b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

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(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) keeping books with detailed accounts payable, receivables and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorization of contracts on behalf of the Association.

3.19 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one year and shall be subject to tennination by either party, without cause and without penalty, upon 90 days' written notice..

3.20 Borowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent of the annual budget of the Association.

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3.21 Fining or Suspension Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) or suspend an member's right to vote or to use any part of the Common Property unless and until the following procedure is followed:

(a) Notice. Written notice shall be delivered to the member by first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(i) the nature of the violation, the fine or suspension to be imposed and the date, not less than 15 days from the date of the notice, that the fine or suspension will take effect;

(ii) that the violator may, within ten days from the date of the notice, request a hearing regarding the fine or suspension imposed;

(iii) the name, address and telephone numbers of a person to contact to challenge the fine or suspension;

(iv) that any statements, evidence, , and witnesses may be produced by the violator at the hearing; and

(v) that all rights to have the fine or suspension reconsidered are waived if a hearing is not requested within ten days of the date of the notice.

(b) Hearing . If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine or suspension shall be imposed prior to the date that is five days after the date of the hearing.

Article 4 - Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

4.2 Election. Term of Office and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Section 3.2 of these Bylaws, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation,

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removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the tens.

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Except for officers appointed by the Declarant, any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretaw. The Secretary[r] shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perfonn the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. rhe Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of

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the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article 5 - Committees

Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Georgia Nonprofit Corporation Code.

Farm

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

6.4 Amendment. These Bylaws may be amended by the Board of Directors with the consent of the Declarant if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any

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title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) required to enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Lots subject to the Declaration; or (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration. In addition, these Bylaws may be amended upon the affirmative vote of at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant. Declarant may amend these Bylaws at anytime without the affirmative vote of two thirds of the total association, and this right will continue until

Declarant has no ownership in the community, or relinquishes that right in writing.

H:\general\recnew\wellbornsubcovenants

Attachment: covenants wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

Coweta County
Community Development
22 East Broad St.
Newnan, Ga. 30263

STATE OF GEORGIA
COUNTY OF COWETA

DEED OF OPEN SPACE RESTRICTION

THIS DEED OF OPEN SPACE RESTRICTION (herein referred to as this "Deed of Open Space Restriction") is made this 18 day of January, 2023, by and between Happy Valley Development Corporation, a Georgia Corporation, its representatives, beneficiaries, successors, and assigns, having an address at P. O. Box 1832, Newnan, Georgia 30264 ("Grantor"), in favor of COWETA COUNTY, GEORGIA, its successors and assigns, a political subdivision of the State of Georgia, ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property in Coweta County, Georgia identified as "Open Space" for the WELLBORN SUBDIVISION (also referred to as the "Development") and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, (the "Property"); and

WHEREAS, the Property possesses significant natural, aesthetic, watershed, wildlife, forest, open space, and plant habitat features (collectively the "Open Space values") and has been designated as Open Space as that term is defined under the Coweta County Zoning and Development Ordinance and therefore, the Property may only be used for open space purposes as set forth the Coweta County Zoning and Development Ordinance, the applicable portions of which are attached hereto as Exhibit "B"; and

WHEREAS, Grantor intends that the Open Space restrictions of the Property be preserved and maintained as designated on the Development's development plans approved by Coweta County, Georgia ; and

WHEREAS, Grantor further intends to convey to Grantee the right to preserve and protect the Open Space of the Property, in perpetuity, in accordance with the development plans approved by Coweta County, Georgia; and

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

WHEREAS, by this Open Space Deed Restriction, Grantor and Grantee mutually intend that the Property be preserved in perpetuity in for the limited uses allowed by the Zoning and Development Ordinance of Coweta County, Georgia and in accordance with the development plans approved by Coweta County, Georgia; and

WHEREAS, Grantee agrees, by accepting this Deed of Open Space Restriction, to honor the intentions of Grantor stated herein and to preserve and protect, in perpetuity, the natural state of the property, subject to certain uses, of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, as an absolute charitable gift of no monetary' consideration but in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors, and assigns, forever in perpetuity, this Deed of Open Space Easement of the nature and character hereafter set forth together with the right to preserve and protect the Open Space values of the Property as set forth the Coweta County Zoning and Development Ordinance. Grantor has freely and voluntarily granted, bargained, aliened, conveyed, and confirmed, and by these presents does freely and voluntarily grant, bargain, alien, convey, and confirm, unto Grantee and its successors and assigns, a perpetual, irrevocable Deed of Open Space Restriction over, across, and through the Property for the Purpose hereinafter set forth. Grantee, by its execution hereof, accepts the foregoing grant of the Deed of Open Space Restriction, and the recordation of this deed shall constitute a "recordation of the acceptance" by Grantee. Upon the recordation hereof, Grantee shall be entitled to enforce the Deed of Open Space Restriction pursuant to the Coweta County Zoning and Development Ordinance.

1. Purpose. "Open Space" for purposes of this deed, is the portion of the development that has been set aside for permanent protection and on which activities are restricted in perpetuity through the use of an approved legal instrument. All Open Space shall be designated as either primary conservation areas or secondary conservation areas and shall be configured to create or maintain a network of open space. "Primary conservations areas" for purposes of this Deed shall include the following: (i) the 100-year floodplain; (ii)Stream buffers as required by the Coweta County Zoning and Development Ordinance Stream Corridor Protection district; (iii) Slopes greater than 25 percent occurring over a contiguous area of 5,000 square feet or more; (iv) Wetlands that meet the definition used by the Army Corps of Engineers pursuant to the Clean Water Act; (v) Populations of endangered or threatened species, or habitat for such species; and (vi) Archaeological sites, cemeteries and burial grounds. "Secondary conservation areas" for purposes of this Deed shall mean shall be: (i) Undeveloped (unconstrained) but buildable land and protected (constrained) lands; and (ii) Impervious surface setbacks defined by Coweta

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

2. County Zoning and Development Ordinance's stream corridor protection district, except that lots with area of less than one acre shall exclude these areas. Open Space is intended to preserve the desirable scenic, environmental, and aesthetic qualities of rural or natural landscapes in developing areas and to create new community-oriented spaces in areas of new development and in those places where there are no existing forms of spaces.

3. Rights of Grantee. To accomplish the Purpose of this Deed of Open Space Restriction the following rights are conveyed to Grantee by the Grantor:

(a) Generally. To preserve and protect the Open Space values of the Property.

(b) Monitoring. To enter upon the Property at reasonable times in order to monitor and defend Grantor's compliance with and otherwise enforce the terms of this Deed of Open Space Restriction. Grantee's entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property and shall be upon prior reasonable notice to Grantor, except in emergency cases where the Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Deed of Open Space Restriction.

(c) Conservation. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Deed of Open Space Restriction and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use as set out below.

4. Permitted Uses of Open Space: Uses of open space may include the following:

a. Conservation of natural, archeological or historical resources;

b. Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;

c. Important historic sites;

d. Existing healthy, native forests of at least one acre contiguous area;

e. Other significant natural features and scenic viewsheds such as ridgelines, peaks and rock outcroppings, particularly those that can be seen from public roads;

f. Walking or bicycle trails;

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

g. Passive recreation areas, such as open fields;

h. Active noncommercial recreation areas, provided that they are limited to no more than ten percent of the total open space and are not located within primary conservation areas. Active recreation areas may include impervious surfaces. Active recreation areas in excess of this limit must be located outside of the protected open space. (Less than one-half or five percent, not within 100 feet of abutting property and parking (gravel, unlighted, and less than ten spaces)).

i. Prime agricultural lands of at least five acres contiguous area as recommended by the American Farmland Trust (A.F.T);

j. Agriculture, horticulture, silviculture or pasture uses/equestrian facilities, provided that all applicable best management practices are used to minimize environmental impacts, and such activities are not conducted within primary conservation areas; livestock facilities that cause routine offensive odors, dust, and insect problems are prohibited.

k. Landscaped stormwater management facilities (such as, but not limited to water quality features), community wastewater disposal systems and individual wastewater disposal systems located on soils particularly suited to such uses, and water supply. Such facilities shall be located outside of primary conservation areas except where topography dictates; areas devoted to traditional detention/retention facilities shall be prohibited from counting towards the open space requirements.

l. Easements for drainage, access, and underground utility line right-of-way.

m. Parks or plazas;

n. Lakes;

o. Bridle paths, provided that adequate provisions are made to minimize conflict with and ensure safety of pedestrians;

p. Environmentally sensitive areas, provided that the natural function of such areas is protected;

q. Significant structures. Structures of historic, architectural, or cultural significance existing prior to development may be retained, provided that the structure and proposed use are compatible with these regulations and nearby

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

residential uses. Easements to enter or cross open space for the purpose of vehicular access to such uses may be permitted, subject to review and approval of planning department;

r. Open Space may also include planted areas, fountains, parks, cluster mailbox

stations, plazas, trails and paths, the landscaped portions of streets, hardscape elements related to sidewalks and plazas, and similar features

s. Above ground utility rights-of-way and small areas of impervious surface may be included within the protected open space but cannot be counted towards the minimum area requirement (exception: historic structures and existing trails may be counted). Large areas of impervious surface shall be excluded from the open space.

4. Prohibited Uses of Open Space:

a. Golf courses, except when certified under the Audubon International Signature Program Certification (bronze, silver or gold). Parking and driving ranges or miniature golf shall not be included;

b. Roads, parking lots and impervious surfaces, except as specifically authorized in the Development plans approved by Coweta County, Georgia;

c. Alteration of views by removing trees or placing buildings or other structures on highly visible hilltops and ridges or blocking unique views by placing structures in inappropriate locations, except as approved by Coweta County Planning Department, that adverse aesthetic and economic impacts on the rest of the open space development and on the surrounding community are minimized;

d. Any use that fails to preserve the desirable aesthetic, environmental, and cultural qualities of rural or natural landscapes, because a tract has insignificant levels of such qualities (for example, because the tract is too small or has undergone harvesting of timber) or such qualities would be significantly diminished by development;

e. The exploration for, or extraction of, oil, gas or other minerals, hydrocarbons, soils or other materials on or below the surface of the Property is prohibited.

f. The dumping or other disposal of trash and garbage whatsoever on the Property is prohibited, except for biodegradable material generated on the Property.

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

g. Any use or activity that causes or presents a risk of causing soil erosion or significant water pollution, including without limitation, excavation, land filling, dredging, and mining, is prohibited, except as described in Paragraph 7 and as otherwise expressly permitted herein.

h. Display of billboards, signs, or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying the Open Space values of the Property and/or identifying the Grantor as owner of the Property, directional signs, informational signs advertising on-site permitted activities, or signs advertising the Property for sale or rent provided that these signs are no larger than 25 square feet.

i. Utilities are permitted as long as such utilities comply with the Coweta County Zoning Development Ordinance. Detention ponds designated on the Final Plat of WELLBORN SUBDIVISION and approved by Grantee are permitted.

j. No commercial antennas, radio towers or the like shall be installed on Property.

5. Use Limitations. Any activity on, or use of, the Property which is inconsistent with the Purpose of this Deed of Open Space Restriction is prohibited. It is mutually agreed and understood, however, that this Deed of Open Space Restriction permits Grantor and its successors-in-interest to use the Property for all purposes, present and future, not inconsistent with the Purpose of this Deed of Open Space Restriction. In the event the party responsible for maintenance of the open space fails to maintain all or any portion in reasonable order and condition, the county may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such corrective action and/or maintenance may be charged to the property owner, homeowners' association, or to the individual property owners that make up the homeowners' association and may include administrative costs and penalties. Such costs shall become a lien on all properties within the development.

6. Improvements. The construction or maintenance on the Property of any buildings, structures (including mobile homes), or other improvements, other than the amenities shown on the final plat of WELLBORN SUBDIVISION approved by Coweta County, Georgia, is prohibited, except as described in Paragraph 7 and as otherwise expressly permitted herein. Maintenance, repair or replacement of any allowable improvements shall be the sole responsibility of the Grantor.

7. Reserved Rights. Grantor reserves to themselves, and to their personal representatives, beneficiaries, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Deed of Open Space Restriction. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) Public Health and Safety, Erosion. Grantor reserves the right to take action reasonably necessary to prevent erosion on the Property or to protect public health or safety.

(b) Limited Agriculture and Forest Management. Forestry and timber harvesting is prohibited on the Property, except as provided in this Paragraph 7(b). For the maintenance and improvement of the health of the Property, Grantor reserves the right to cut, burn, or remove from the Property only (i) nuisance exotic or non-native species and plants, (ii) vegetation specified with Grantee's prior written consent, and (iii) damage caused by storms, insects and other animals, acts of God, disease, fire, unauthorized acts of third-parties, and other causes beyond the reasonable control of Grantor. Grantor will avoid planting with invasive exotic species, such as privet or autumn olive.

(c) Compliance with Laws & Best Management Practices. All land management activities on the Property shall be carried out in accordance with all applicable local, state, and federal laws and regulations, including the then-current, scientifically-based practices, including best management practices, generally recommended by the State of Georgia Cooperative Extension, the United States Natural Resource Conservation Service, or other government, private, or non-profit natural resource conservation and management agencies then active.

(d) Recreational Activities. Grantor reserves the right of its members, guests, and invitees to engage in outdoor recreational activities, including hunting, fishing, hiking and horse-back riding consistent with the Open Space values protected herein. The Property will not be used as a commercial all-terrain vehicle (ATV) facility. ATVs will be permitted provided that they are only operated on roads and are not operated in a manner so as to cause significant erosion, soil loss, or compromise the ecological integrity of the Property.

(e) Roads and Trails. Grantor reserves the right to maintain, using primarily permeable materials, roads, and trails now existing on the Property. Grantor reserves the right to use roads and trails for all activities permitted under this Deed of Open Space Restriction, Grantor reserves the right to construct and maintain footpaths for walking on the Property, provided that such paths are not in locations or in sufficient number to adversely impact or impair the Open Space values of the Property.

(f) Grantor's Exclusive Access and Use. Except as expressly provided herein, Grantor retains exclusive access to and use of the Property.

(g) Grantor's Fee Ownership Rights. Except as limited in this Deed of Open Space Restriction, Grantor reserves all rights as fee owner of the Property, including, without limitation, the right to use the Property for all purposes not inconsistent herewith.

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8. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Deed of Open Space Restriction.

9. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Deed of Open Space Restriction or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Deed of Open Space Restriction, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed of Open Space Restriction. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Open Space values, then Grantee may pursue its remedies under this section after its good faith efforts to provide emergency notice to Grantor and without waiting for the period provided for cure to expire. Grantee may seek to enjoin the violation by temporary or permanent injunction and to recover any damages to which it may be entitled upon violation of the terms of this Deed of Open Space Restriction or injury to any Open Space values herein protected, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Deed of Open Space Restriction, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Deed of Open Space Restriction are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Deed of Open Space Restriction, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

10. Mediation. If a dispute arises between the parties concerning any proposed use or activity on the Property, Grantor agrees not to proceed with the use or activity pending resolution of the dispute, and the parties shall first seek resolution through mediation. Both Grantor and Grantee will select the mediator. If Grantor and Grantee cannot agree on a mediator, their proposed mediators will appoint a third mediator who will mediate the dispute. Mediation is not required if Grantee determines there has been a breach by Grantor of the terms of this Deed of Open Space Restriction or Grantee determines that immediate action is required to prevent or mitigate significant damage to the Open Space values.

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11. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Deed of Open Space Restriction against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Deed of Open Space Restriction shall be borne by the fee simple landowner.

12. Grantee's Forbearance. Any forbearance by Grantee to exercise its rights under this Deed of Open Space Restriction in the event of any breach of any term of this Deed of Open Space Restriction by Grantor shall not be deemed or construed to be a waiver by Grantee of any subsequent breach of the same or any other term of this Deed of Open Space Restriction or of any of Grantee's rights under this Deed of Open Space Restriction. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

13. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Acts Beyond Grantor's Control. Nothing contained in this Deed of Open Space Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's reasonable control, including without limitation fire, flood, storm, and earth movement; acts of third parties; wildlife, insects and disease of plant; or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

15. Access. No right of access by the general public to any portion of the Property is conveyed by this Deed of Open Space Restriction.

16. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

17. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by appropriate authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Deed of Open Space Restriction, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have no liability for the payment of Taxes, if any, levied upon or assessed against this Deed of Open Space Restriction.

18. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors; and assigns of each of them (collectively the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

on or about the Property, regardless of cause; and (2) the existence or administration of this Deed of Open Space Restriction.

19. Assignment. This Deed of Open Space Restriction is transferable. As a condition precedent to any such transfer, Grantee shall require its successors and assigns to enter into a specific written agreement to be bound by this Deed of Open Space Restriction, which written agreement shall state that the Purpose this Deed of Open Space Restriction is intended to advance shall continue to be carried out by such transferee. A copy of each such assumption shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors, or assigns of Grantor.

20. Subsequent Transfers. Grantor agrees to incorporate the terms of this Deed of Open Space Restriction in any deed or other legal instrument by which Grantor divest themselves of any interest in all or a portion of the Property, including without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Deed of Open Space Restriction or limit its enforceability in any way.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party desires, or is required, to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight, courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph:

To Grantor: HAPPY VALLEY DEVELOPMENT CORPORATION
PO. Box 1832
Newnan, Georgia 30264

To Grantee: Coweta County, Georgia
Attention: County Administrator
22 East Broad Street
Newnan, Georgia 30263

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivelY if personally served or if delivered by nationally recognized, overnight, courier service, or on the date indicated on the return receipt if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

22. Recordation. Grantor and Grantee agree that this Deed of Open Space Restriction shall be promptly recorded in the official records of Coweta County, Georgia. Grantee also retains

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

the right to re-record this Deed of Open Space Restriction, and any amendments hereto, at any time as may be required to preserve its rights in this Deed of Open Space Restriction.

23. Amendment. If circumstances arise under which an amendment to or modification of this Deed of Open Space Restriction would be appropriate, Grantor and Grantee are free to jointly amend this Deed of Open Space Restriction, provided that no amendment shall be allowed that will affect the qualification of this Deed of Open Space Restriction or the status of Grantee. Any amendment shall be consistent with the Purpose of this Deed of Open Space Restriction, shall not affect its perpetual duration, and shall provide protection equal to or greater than this Deed of Open Space Restriction. Any such amendment shall be recorded and cross referenced to this Deed of Open Space Restriction in the official records of Coweta County, Georgia.

24. General Provisions.

(a) Controlling Law. The interpretation and performance of this Deed of Open Space Restriction shall be governed by the laws of the State of Georgia.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed of Open Space Restriction shall be liberally construed in favor of the grant to effect the Purpose of this Deed of Open Space Restriction.

(c) Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Deed of Open Space Restriction and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein. No alteration or variation of this installment shall be valid or binding unless contained in an Amendment that complies with the provisions of this Deed of Open Space Restriction.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Joint Obligation. The obligations imposed by this Deed of Open Space Restriction upon Grantor shall be joint and several.

(g) Successors and Assigns: Covenants, Etc. Run With Land. The covenants, terms, conditions and restrictions of this Deed of Open Space Restriction shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as an easement and servitude running with the Property in perpetuity and enforceable against Grantor and all present and future owners, tenants and other holders of any interest in the Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with the Assignment provision of this Deed of Open Space Restriction. The terms "Grantor" and

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

"Grantee," when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors and assigns.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Deed of Open Space Restriction terminate upon transfer of the party's interest pursuant to the terms of this Deed of Open Space Restriction, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) Grantor's Representations and Warranties. Grantor hereby represents and warrants the following: that it is seized of the Property in fee simple and has the right to grant and convey this Deed of Open Space Restriction; that the Property is free and clear of any and all encumbrances, except for those listed in the title investigation report on file at the office of the Grantee, and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Deed of Open Space Restriction.

(l) Environmental Representations. Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property.

(m) The individual signing below, James Van S. Mottola signing on behalf of HAPPY VALLEY DEVELOPMENT CORPORATION represents and warrants that she has the requisite authority to bind the entities on whose behalf he is signing.

27. List of Attached Exhibits.

Exhibit A: A legal description of the Property.
Exhibit B: Coweta County Zoning and Development Ordinance

TO HAVE AND TO HOLD this Deed of Open Space Restriction unto Grantee and its successors and assigns, together with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use and benefit of Grantee forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon Grantor but also its personal representatives, heirs, executors, administrators, successors, and assigns, and shall continue as an easement and servitude running in perpetuity with the Property.

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

IN WITNESS WHEREOF, the Grantor and the Grantee have executed and sealed this document the day and year written below.

Entered into this 18 day of JANUARY, 2023.

Signed, sealed and delivered in the presence of:

GRANTOR:
HAPPY VALLEY DEVELOPMENT CORPORATION

Unofficial Witness

By: _____

Notary Public

RANDY E CONNELL NOTARY PUBLIC COWETA COUNTY GEORGIA EXPIRES JULY 13, 2023

JAMES VAN MATTHEWS
Print Name

My Commission Expires:

CORPORATE SEAL

GRANTEE:
COWETA COUNTY GEORGIA

Signed, sealed and delivered in the presence of:

By: _____

Unofficial Witness

Print Name

Notary Public

My Commission Expires:

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

EXHIBIT "A"

All that certain tract or parcel of land situate lying and being in Land Lot 216 of the 15th Land District of Coweta County, Georgia, and being more particularly described and shown as those parcels designated as "Open Space" on that certain Final Plat for Wellborn Subdivision, said plat having been prepared by Larry J. Seabolt of Integrated Science &Engineering and being of record at Plat Book _____Pages _____-_____, Coweta County, Georgia Records. Reference to said plat is hereby made for a more complete and accurate description of said Parcels.

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

EXHIBIT "B"

COWETA COUNTY, GEORGIA
ZONING AND DEVELOPMENT ORDINANCE
ARTICLE 24. DEVELOPMENT REGULATIONS

Sec. 246.4. - Open space.

246.4.1. Purpose and intent.

1. Open space, as described herein, is intended to preserve the desirable scenic, environmental, and aesthetic qualities of rural or natural landscapes in developing areas and to create new community-oriented spaces in areas of new development and in those places where there are no existing forms of spaces.
2. It is the purpose and intent of this ordinance to insure preservation of open space within developments; create new community open spaces in areas where no existing community open spaces exist; provide flexibility to allow for creativity in developments; minimize the environmental and visual impacts of new development on critical natural resources and historically and culturally significant sites and structures; provide an interconnected network of permanent open space; encourage a more efficient form of development that consumes less open land and conforms to existing topography and natural features; reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation; enhance the community character; permit clustering of houses and structures which will reduce the amount of infrastructure, including paved surfaces and utility lines; encourage street design that controls traffic speeds and creates street interconnectivity; and promote construction of convenient and accessible walking trails and bike paths to reduce reliance on automobiles.

246.42. General requirements.

1. Definition of open space: Open space is the portion of the development that has been set aside for permanent protection and on which activities are restricted in perpetuity through the use of an approved legal instrument. However, in the case of multifamily developments, any area meeting the open space definition in article 3 of this ordinance shall also be included. All open space shall be designated as either primary conservation areas or secondary conservation areas and shall be configured to create or maintain a network of open space.
   a. Primary conservation areas. Active recreation areas are prohibited in primary conservation areas unless approved by the county planning director. Primary conservation areas, as defined by this ordinance, include the following, unless the applicant demonstrates that this provision would constitute an unusual hardship and be counter to the purposes of this article:
      i The 100-year floodplain;
      ii Stream buffers as required by article 21 , stream corridor protection district;
      iii Slopes greater than 25 percent occurring over a contiguous area of 5,000 square feet or more;
      iv Wetlands that meet the definition used by the Army Corps of Engineers pursuant to the Clean Water Act;
      v Populations of endangered or threatened species, or habitat for such species; and vi.
      Archaeological sites, cemeteries and burial grounds,

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

b. Secondary conservation areas.

i. Undeveloped (unconstrained) but buildable land and protected (constrained) lands; and

ii. Impervious surface setbacks defined by article 21, stream corridor protection district, except that lots with area of less than one acre shall exclude these areas.

2. Uses of open space may include the following:

a. Conservation of natural, archeological or historical resources;

b, Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation oriented areas;

C. Important historic sites;

d. Existing healthy, native forests of at least one acre contiguous area;

e. Other significant natural features and scenic viewsheds such as ridgelines, peaks and rock outcroppings, particularly those that can be seen from public roads;

f. Walking or bicycle trails;

g. Passive recreation areas, such as open fields;

h. Active noncommercial recreation areas, provided that they are limited to no more than ten percent of the total open space and are not located within primary conservation areas. Active recreation areas may include impervious surfaces. Active recreation areas in excess of this limit must be located outside of the protected open space. (Less than one-half or five percent. not within 100 feet of abutting property and parking (gravel, unlighted, and less than ten spaces));

i.Prime agricultural lands of at least five acres contiguous area as recommended by the American Farmland Trust (A.F.T);

j.Agriculture, horticulture, silviculture or pasture uses/equestrian facilities, provided that all applicable best management practices are used to minimize environmental impacts, and such activities are not conducted within primary conservation areas; livestock facilities that cause routine offensive odors, dust, and insect problems are prohibited.

k. Landscaped stormwater management facilities (such as, but not limited to water quality features), community wastewater disposal systems and individual wastewater disposal systems located on soils particularly suited to such uses, and water supply. Such facilities shall be located outside of primary conservation areas except where topography dictates; areas devoted to traditional detention/retention facilities shall be prohibited from counting towards the open space requirements.

l.Easements for drainage, access, and underground utility line right-of-way;

m. Other conservation-oriented uses compatible with the purposes of this ordinance;

n. Parks or plazas;

o. Lakes;

p. Bridle paths, provided that adequate provisions are made to minimize conflict with and ensure safety of pedestrians;

q. Environmentally sensitive areas, provided that the natural function of such areas is protected;

r. Significant structures. Structures of historic, architectural, or cultural significance existing prior to development may be retained, provided that the structure and proposed use are compatible with these regulations and nearby residential uses. Easements to enter or cross

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

open space for the purpose of vehicular access to such uses may be permitted, subject to review and approval of planning department;

s. Open space may also include planted areas; fountains; parks; plazas; trails and paths; the landscaped portions of streets; hardscape elements related to sidewalks, cluster mailbox stations, and plazas; and similar features.

t. Aboveground utility rights-of-way and small areas of impervious surface may be included within the protected open space but cannot be counted towards the minimum area requirement (exception: historic structures and existing trails may be counted). Large areas of impervious surface shall be excluded from the open space.

3. Prohibited uses of open space:

a. Golf courses, except when certified under the Audubon International Signature Program Certification (bronze, silver or gold). Parking and driving ranges or miniature golf shall not be included;

b. Roads, parking lots and impervious surfaces, except as specifically authorized in the previous sections;

c. Alteration of views by removing trees or placing buildings or other structures on highly visible hilltops and ridges or blocking unique views by placing structures in inappropriate locations, except as approved by planning department that adverse aesthetic and economic impacts on the rest of the open space development and on the surrounding community are minimized. Particularly important views should be available from areas accessible to all residents of the open space development;

d. Unsuitable open space that fails to preserve the desirable aesthetic, environmental, and cultural qualities of rural or natural landscapes, because a tract has insignificant levels of such qualities (for example, because the tract is too small or has undergone harvesting of timber) or such qualities would be significantly diminished by development;

e. Other activities as determined by the applicant and recorded on the legal instrument providing for permanent protection.

4. Implementation and maintenance.

a. All open space including buffers, setbacks, sidewalk clear zones, sidewalk zones and open spaces shall be fully implemented prior to occupancy and if not completed, the occupancy permit shall not be issued.

b. A property owner or homeowners association representing residents of the development shall own the open space. Membership in the association shall be mandatory and automatic for all homeowners of the subdivision and their successors. The homeowners' association shall have lien authority to ensure the collection of dues from all members. The responsibility for maintaining the open space and any facilities located thereon shall be borne by the property owner or homeowner's association.

c. In the event the party responsible for maintenance of the open space fails to maintain all or any portion in reasonable order and condition, the county may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such corrective action and/or maintenance may be charged to the property owner, homeowners' association, or to the individual property owners that make up the homeowners' association, and may include administrative costs and penalties. Such costs shall become a lien on all properties within the development.

5. Legal provisions for the open space.

a. Covenants, easements (including conservation easements), or other provisions legally sufficient as noted below, shall be required:

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

i.To permanently protect the open space from development other than as provided in these regulations;

ii. To ensure the availability of the open space for common use by all residents of the development; and

iii. To ensure that no damage to or use of the open space to the exclusion or detriment of other residents of the development is permitted.

b. Open space shall be approved subject to the submission of a legal instrument, setting forth a plan for the permanent care and maintenance of such open space recreation areas and communally owned facilities. Such instrument shall be approved by the county attorney as to legal form and effect. This instrument shall be placed on the open space concurrent with the final plat approval.

c. Covenants or other legal arrangements shall specify ownership of the open space; method of and responsibility for maintenance; taxes and insurance; compulsory membership and assessment provisions; and shall be incorporated into legal instruments sufficient to ensure that the open space criteria are maintained.

d. Multifamily developments shall be exempt from these legal provisions for the open space, unless such development is classified as a condominium.

24614.3. Additional requirements for single-family residential uses.

1. Design requirements.

a. At least 75 percent of the open space shall be contiguous. The open space shall adjoin any other neighboring areas of open space, other protected areas, and nonprotected natural areas that would be candidates for inclusion as part of a future area of protected open space. Parcels that qualify toward the minimum open space requirements generally shall have a length to width ratio of 4:1 and a width of at least 50 feet. Exceptions will be made for entrances to trails and particular other uses as deemed appropriate by the planning department.

b. The open space shall be directly accessible to the largest practicable number of lots within the development. Non-adjoining lots shall be provided with safe, convenient access to the open space.

c. Access to open space. Access to open space shall meet the following requirements:

i Minimum width. Walkways or "fingers" of open space created to provide access from individual lots to a larger expanse of open space or to provide for connection of noncontiguous tracts of open space shall have a minimum width sufficient to accommodate a path or multi-use trail, given the existing terrain, the center of which path or multi-use trail is at least 25 feet from any property line. Said paths or multi-use trails shall be no more than 12 feet in width, and shall be constructed so as to minimize soil erosion or damage to trees or other natural features.

2. Legal instrument requirements.

a. Open space shall be protected in perpetuity from further development by a binding legal instrument that is recorded with the deed. If the common areas are to be controlled by an association of property owners, then membership in such association shall be mandatory for all property owners within the project.

b. The instrument protecting the open space from further development shall be one of the following:

i, A permanent conservation easement in favor of either:

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

(A) A land trust or similar conservation-oriented, non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence, and the conveyance instruments shall contain an appropriate provision for transfer in the event the organization becomes unable to carry out its functions; or

(B) A governmental entity with an interest in pursuing goals compatible with the purposes of this zoning and development ordinance; if the entity accepting the easement is not the county, then a third right of enforcement favoring the county shall be included in the easement.

i As set forth in O.C.G.A. S 44-5-60(c) as hereinafter may be amended, a permanent restrictive covenant for conservation purposes in favor of a governmental entity; or

ii An equivalent legal tool that provides permanent protection, if approved by the county.

c. The instrument for permanent protection shall incorporate restrictions on the use of the open space including:

i i.Restrictions to permanently protect the open space from development other than is provided in these regulations;

ii Restrictions to ensure the availability of the open space for common use by all residents of the development; and

iii Restrictions to ensure that no damage to or use of the open space to the exclusion or detriment of other residents of the development; and

iv As well as any further restrictions, as approved by the Coweta County Board of Commissioners.

d. Where common areas are controlled by an association of owners, the association covenants shall specify ownership of open space; method of and responsibility of maintenance; taxes and insurance; assessment provisions; and shall be incorporated into legal instruments sufficient to ensure that the open space criteria are maintained.

246.4.4. Additional requirements for multifamily residential uses.

1. Design requirements.

a. Multifamily developments shall incorporate recreational amenities from the list below in the following amounts:

i. Developments with less than 25 dwelling units: One amenity.

ii. Developments with 25 to 150 dwelling units: Two amenities.

iii. Developments with more than 150 dwelling units: Three amenities.

b, Allowable recreational amenities are:

i Swimming pool;

ii Resident clubhouse;

iii Two tot lots with a minimum size of 500 square feet per lot;

iv Basketball, volleyball, or other sport court;

v Two picnic areas with a minimum of two picnic tables and one barbeque grill/pit per area; and vi. Other amenity, if approved by the planning director.

c. No active recreational areas should be located within 60 feet of any adjacent property zoned or used for single-family dwellings.

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

246.4.5. Additional requirements for all uses except for single-family residential.

1. Required yards, sidewalks and buffers which are constructed on private property may be counted towards this requirement. Areas devoted to public or private vehicular access shall be prohibited from counting towards this requirement.
2. Open space may also include balconies, roof-top terraces, front yards, planted areas, fountains, parks, plazas, trails and paths, the landscaped portions of streets, hardscape elements related to sidewalks and plazas, and similar features which are located on private property.

(Ord. No. 025-09, 8-18-09; Ord. No. 025-14, 7-15-14)

Attachment: deed os rest wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

PT-61 (Rev. 2/18) To be filed in **COWETA COUNTY** PT-61 038-2023-000366

SECTION A – SELLER'S INFORMATION (Do not use agent's information)		SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Happy Valley Development Corporation		Exempt Code If no exempt code enter NONE	Deed of Gift
MAILING ADDRESS (STREET & NUMBER) P. O. Box 1832		1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Newnan, GA 30264 USA	DATE OF SALE 1/12/2023	1A. Estimated fair market value of Real and Personal property	$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)		2. Fair market value of Personal Property only	$0.00
BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME Wellborn Homeowners Association, Inc.		3. Amount of liens and encumbrances not removed by transfer	$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) P, O. Box 1832		4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Newnan, GA 30264 USA	Check Buyers Intended Use (X) Residential ( ) Commercial ( ) Agricultural ( ) Industrial	5. TAX DUE at .10 per $100 or fraction thereof (Minimum $1.00)	$0.00

SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)	PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION				SUITE NUMBER
COUNTY COWETA	CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 070 5216 001		ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 5th	ACRES	LAND LOT 216	SUB LOT & BLOCK

SECTION E – RECORDING INFORMATION (Official Use Only)				
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS
None

Attachment: pt61 os wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

Attachment: easement wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

STATE OF GEORGIA

COUNTY OF COWETA

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made this the _____ day of _____, 2023, by HAPPY VALLEY DEVELOPMENT CORPORATION, a Georgia Corporation (hereinafter the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of Tract 1 containing 27.564 acres as shown on the survey at Plat Book 36, Page 251, Coweta County, Georgia Records; and

WHEREAS, Developer owns certain property which lies north of Tract 1 and south of the creek and west of the creek, and which adjoins the northerly boundary of the aforesaid Tract 1 (hereinafter the "Benefited Parcel");

WHEREAS, Developer desires to provide for the owners of the Benefited Parcel from time to time to have a non-exclusive easement over a portion of Tract 1 so as to provide for access, ingress, and egress

to the Benefited Parcel;

NOW, THEREFORE, the undersigned hereby declares, grants and conveys for the benefit of Developer and all future owners of the Benefited Parcel, from time to time, a non-exclusive perpetual easement for vehicular and pedestrian access, ingress and egress, over, across, and through the following described property:

All that certain tract or parcel of land situate, lying and being in Land Lot 201 of the 5th Land District of Coweta County, Georgia, being a portion of Tract 1 as shown on the survey of record at Plat Book 36, Page 251, Coweta County, Georgia Records and being more particularly described as follows: BEGIN at the southwesterly corner of Tract 1 as shown on the survey of record at Plat Book 36, Page 251, Coweta County, Georgia Records; thence run along the southerly boundary of Tract 1 north 88 degrees 54 minutes 58 seconds east 250 feet; thence run due north 398 feet, more or less, to the northerly boundary of said Tract 1; thence run along the northerly boundary of Tract 1 south 88 degrees 54 minutes 59 seconds west 250 feet, more or less, to the northwesterly corner of said Tract 1; thence run along the westerly boundary of said Tract 1 south 0 degrees 54 minutes, 06 seconds east 398 feet to the southwesterly corner of said Tract 1 and the point of beginning.

TOGETHER WITH the right to construct, pave and/or gravel a driveway on said easement area, along with the right to maintain and make repairs thereto.

TOGETHER WITH the non-exclusive right to use all easement rights conveyed to Developer in that certain Warranty Deed executed by John Walker Moody, Jr. of record at Deed Book 1475, Pages 47-48, Coweta

Attachment: easement wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

County, Georgia Records.

Developer hereby reserves the right to also use all easement rights conveyed to Developer in that certain Warranty Deed executed by John Walker Moody, Jr. of record at Deed Book 1475, Pages 47-48, Coweta County, Georgia Records.

The above and foregoing easements shall be binding on the undersigned, its successors and assigns, and shall inure to the benefit of the owner of the Benefited Parcel from time to time, their successors and assigns.

IN WITNESS WHEREOF, Happy Valley Development Corporation has caused this Declaration to be executed in its name by and through its duly authorized officer on the day and year set forth above.

Happy Valley Development Corporation

By: _____
James Van S. Mottola, President

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires:
[SEAL]

LISA TEEL NOTARY PUBLIC COWETA COUNTY EXPIRES GEORGIA JULY 10, 2026

H:\general\recnew\hvdc.easement

Attachment: easement wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

PT-61 (Rev. 2/18) To be filed in **COWETA COUNTY** PT-61 038-2023-000117

SECTION A – SELLER'S INFORMATION (Do not use agent's information)		SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Happy Valley Development Corporation		Exempt Code If no exempt code enter NONE	Public Road Acquisition
MAILING ADDRESS (STREET & NUMBER) P. O. Box 1832		1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Newnan, GA 30264 USA	DATE OF SALE 1/12/2023	1A. Estimated fair market value of Real and Personal property	$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)		2. Fair market value of Personal Property only	$0.00
BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME Coweta County		3. Amount of liens and encumbrances not removed by transfer	$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 22 Perry Street		4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Newnan, GA 30263 USA	Check Buyers Intended Use (X) Residential ( ) Commercial ( ) Agricultural ( ) Industrial	5. TAX DUE at .10 per $100 or fraction thereof (Minimum $1.00)	$0.00

SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)	PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION				SUITE NUMBER
COUNTY COWETA	CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 070 5216 001		ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 5th	ACRES	LAND LOT 216	SUB LOT & BLOCK

SECTION E – RECORDING INFORMATION (Official Use Only)				
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS
None

Attachment: pt61 rw wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

Coweta County
Community Development
22 East Broad St.
Newnan, Ga. 30263

QUIT CLAIM DEED

STATE OF GEORGIA,
COWETA COUNTY.

IN CONSIDERATION OF TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, **Colony Bank**, first party, does hereby remise, release, and forever quit-claim to **Happy Valley Development Corporation**, a Georgia Corporation, its successors and assigns, all of the rights, title, interest and equity first party owns or has in and to the following described property, to-wit:

All that certain tract or parcel of land situate, lying and being in Land Lot 216 of the 5th Land District and being more particularly described and shown as those roads designated as ' 'Harmon Court (50' R/W)", "Wellborn Drive (50' R/W)" and "Reid Way (50' R/W)" and the areas designated as "Open Space" on that certain final plat of Wellborn Subdivision prepared by Larry J. Seabolt, Registered Land Surveyor with Integrated Science and Engineering, said plat being of record at Plat Book _____Pages _____ Coweta County, Georgia Records. Reference to said plat is hereby made for a more complete and accurate description of said roads.

Together with all rights, privileges and appurtenances thereto belonging in fee simple.

This Deed is executed by Grantor to release the above-described property from [he lien of' that certain Deed 10 Secure Debt of record at Deed Book 5290, Page 9, Coweta County, Georgia Records, and all amendments and modifications thereto.

TO HAVE AND TO HOLD said property, so that neither first party, nor successors, or assigns, nor any other person holding under first party, shall have any right, title or interest or equity in same.

Attachment: qc os rw wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

IN WITNESS WHEREOF, the said first party has hereunto set its hand and seal this the 31st day of January, 2023.

Signed, sealed and delivered in the presence of:

Colony Bank

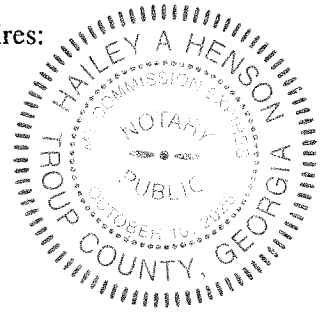
Unofficial Witness

By: _____

Notary Public

Ben Keller VP
Print Name & Title

My Commission Expires:



Attachment: qc os rw wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

Coweta County
Community Development
22 East Broad St.
Newnan, Ga. 30263

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COWETA

IN CONSIDERATION OF TEN AND 00/100'S ($10.00) Dollars, the receipt whereof is hereby acknowledged, **Happy Valley Development Corporation**, a Georgia Corporation (hereinafter called Grantor) does hereby give, grant, sell, alien, and convey unto **Wellborn Homeowners Association, Inc., a Georgia Non-Profit Corporation,** (hereinafter called Grantee), its successors and assigns, the following property, to wit:

All that certain tract or parcel of land situate, lying and being in Land Lot 216 of the 5th Land District and being more particularly described and shown as the areas designated as "Open Space" on that certain final plat of Wellborn Subdivision prepared by Larry J. Seabolt, Registered Land Surveyor with Integrated Science and Engineering, said plat being of record at Plat Book _____, Pages _____ - _____, Coweta County, Georgia Records. Reference to said plat is hereby made for a more complete and accurate description of said roads.

The above-described Property is conveyed subject to all covenants and restrictions of record.

IN WITNESS WHEREOF, the said Happy Valley Development Corporation has hereunto caused its name and seal to be affixed by its duly authorized officer this the 12th day of January, 2023.

Signed, sealed and delivered in the presence of:

Witness

Notary Public, State of Georgia

My Commission Expires:

RANDY E. CONNELL NOTARY PUBLIC COWETA COUNTY EXPIRES GEORGIA JULY 13, 2023 (SEAL)

Happy Valley Development Corporation,
A Georgia Corporation

By: _____ (Seal)

James Van S. Mottola, President

CORPORATE SEAL

Attachment: wd os wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

Coweta County
Community Development
22 East Broad St.
Newnan, Ga. 30263

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COWETA

IN CONSIDERATION OF TEN AND 00/100[t]s ($10.00) Dollars, the receipt whereof is hereby acknowledged, Happy Valley Development Corporation, a Georgia Corporation (hereinafter called Grantor) does hereby give, grant, sell, alien, and convey unto Coweta County, (hereinafter called Grantee), its successors and assigns, the following property, to wit:

All that certain tract or parcel of land situate, lying and being in Land Lot 216 of the 5th Land District and being more particularly described and shown as those roads designated as "Harmon Court (50' R/W)", "Wellborn Drive (50' R/W)", and "Reid Way (50' R/W)" on that certain final plat of Wellborn Subdivision prepared by Larry J. Seabolt, Registered Land Surveyor with Integrated Science and Engineering, said plat being of record at Plat Book _____ Pages _____ Coweta County, Georgia Records. Reference to said plat is hereby made for a more complete and accurate description of said roads.

The within Deed is being executed so as to convey the above roads into the public road system of Coweta County, Georgia, and so as to dedicate same to public use.

And the said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Happy Valley Development Corporation has hereunto caused its name and seal to be affixed by its duly authorized officer this the 12 day of January 2023.

Happy Valley Development Corporation
A Georgia Corporation

Signed, sealed and delivered
in the presence of:

By: James Van S. Mottola

Unofficial Witness

James Van S. Mottola
Print Name & Title President

Notary Public
My Commission Expires:

SANDY L. O'CONNELL NOTARY PUBLIC COWETA COUNTY GEORGIA EXPIRES JULY 13, 2023

Attachment: wd rw wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

SUBDIVISION STATUS REPORT

Project: Wellborn

Location: Happy Valley Circle

Street Names and number of lots: Wellborn Drive, Harmon Court, Reid Way
25 Lots

Formal recommendation to accept these roads is made to the Coweta County Commission. The following items have been inspected and satisfactorily completed in accordance with county development regulations:

A. On-site inspections and testing

1. Grading and Drainage
   Approved by: Stacy Burnham Date: NOV 2021
2. Soil Density Test (When required)
   Approved by: Dane Beckstenbough Date: March 2022
3. Subgrade
   a) Curb and Gutter
   Approved by: Stacy Burnham Date: NOV 2021
   b) Roadway
   Approved by: Stacy Burnham Date: NOV 2021
4. Graded Aggregate Base
   Approved by: Stacy Burnham Date: NOV 2021
5. Pavement (See plans for design)
   a) Binder
   Approved by: Stacy Burnham Date: Jan 2022
   b) Topping
   Approved by: Stacy Burnham Date: Feb 2022
   c) Core Samples
   Approved by: Dane Beckstenbough Date: Dec 2021

B. Final Inspection

1. Punch List Complete
   Approved by: Stacy Date: Feb 2023
2. Items Requiring Performance Bond: _____

C. Comments:

Attachment: status report wellborn (13711 : Roadway and Open Space Acceptance - Wellborn)

COWETA COUNTY

Community Development

To: **Coweta County Board of Commissioners**

From: **Jonathan Amason, Community Development Director**

Date: **4/13/2023**

RE: **Acceptance of Roadways for Property Located in Deer Creek Subdivision, Phase 3 - 2nd district**

Issue: Acceptance of Roadways in Deer Creek Subdivision Phase 3

Discussion: Trademark Quality Homes, Inc. submits the attached deeds for acceptance by the Board of Commissioners.

This phase of the subdivision is vested as R-160 development that was approved by the Board of Commissioners at their October 17, 2017 meeting.

In addition, the grading, storm drainage, curb and gutter, and street base and paving has been completed for the following streets in accordance with Coweta County regulations:

1. Deer Creek Run (Extension 1,036.24 LF)
2. Deer Creek Court (Extension 281.61 LF)

The developer has posted a maintenance bond in the following amount to cover any defects in materials or workmanship that may occur within three (3) years of acceptance:

1. Maintenance Bond $21,420.00

A performance bond has been posted to ensure the future installation of the Asphalt topping.

1. Performance Bond $97,658.00

The County Attorney has reviewed and approved the legal documents prior to submittal to the Board of Commissioners.

Recommendation: Staff recommends that the Board accept the associated drainage

structures and right-of-way located in Deer Creek Subdivision Phase 3 into the Coweta County Public Roads System and place the constructed improvements into a three (3) year maintenance period.

Attachment: covenants deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

After Recording Return To;
Lawson, Beck & Sandlin, LLC
1125 COMMERCE DRIVE, SUITE 300
PEACHTREE CITY, GEORGIA 30269

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER CREEK SUBDIVISION PHASE 3

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS is made this _____ day of _____, 2023 TRADEMARK QUALITY HOMES, INC. the hereinafter collectively ("Declarant") of all lots in **DEER CREEK SUBDIVISION PHASE 3** .

W I T N E S S E T H

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration;
NOW, THEREFORE, the Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Restrictions, and Conditions, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Covenants, Restrictions, and Conditions set forth herein shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part hereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees successors and assigns.

RESTRICTIVE COVENANTS

Article 1 Architectural Standards

1.1 General.

No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, fence, exterior alteration of existing improvements, or change in the exterior color of any existing improvement), shall be commenced or placed upon any part of the Community, unless installed by the Declarant, an affiliate of Declarant, or approved in accordance with this Article, or otherwise expressly permitted in this Declaration. This restrictions applies to but is not limited to houses, barns and structures of any type.
Any Owner may remodel, paint or redecorate the interior of structures on the Lot without approval. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Property by or on behalf of the Association. This Article may not be amended without the Declarant's written consent until each Lot has been improved with a dwelling for which a certificate of occupancy has been issued

1.2 Architectural Review Committee.

Except as provided in Section 6.1 above, no exterior construction, addition or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by an Architectural Review Committee. The Declarant may employ for the Architectural Review Committee architects, engineers, or other Persons as it deems necessary to enable the Architectural Review Committee to perform its review. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant and recorded in the land records of the Clerk of the Superior Court of the Coweta County where this Declaration is recorded. . The initial Architectural Review Committee shall be David Todd Freeman & Cam Freeman

1.3 Guidelines and Procedures.

The Architectural Review Committee may adopt written design and development guidelines and application and review procedures, which might provide for a review fee. The Architectural Review Committee shall have sole and final authority to prepare and to amend the architectural guidelines. The Architectural Review Committee shall make the architectural guidelines available to Owners and builders who seek to engage in construction upon all or any portion of the Community and such Owners and builders shall conduct their operations strictly in accordance therewith. If the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, such approval shall be deemed to have been given. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successorsininterest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the

Attachment: covenants deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

discretion of the Architectural Review Committee, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successorsininterest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Review Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Architectural Review Committee for reconsideration.

1.4 Limitation of Liability.

Plans and specifications are not approved for engineering or structural design or quality of materials or compliance with any applicable code, federal, state or local, and by approving such plans and specifications neither the Declarant, the Architectural Review Committee, the members thereof do not assume liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Architectural Review Committee, or agents of any of them shall be liable in damages to anyone. Every Person who submits plans specifications and every Owner agrees that such Person or Owner will not bring any law suit against Declarant the Architectural Review Committee, members, employees and agents of any them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection to any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

1.5 No Waiver.

The approval of the Architectural Review Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

1.6 Variances.

Notwithstanding anything to the contrary contained herein, the Architectural Review Committee shall be authorized to grant individual variances from any of the provisions of this Declaration and the architectural guidelines if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the

Attachment: covenants deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

Community. No variance shall effective unless (a) in writing, (b) that it is not inconsistent with the overall scheme of development for the Community, or (c) stop the Architectural Review Committee from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.7 Enforcement.

Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Architectural Review Committee, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Architectural Review Committee and its agents shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorney's fees, may be assessed against the Lot as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the architectural guidelines may be excluded by the Architectural Review Committee from the Community,. In such event, neither the Architectural Review Committee, shall be held liable to any person for exercising the rights granted by this paragraph. In addition to the foregoing, the Declarant shall have the authority and standing to pursue all other remedies available at law and equity to enforce the provisions of this Article.

Article 2 Use Restrictions

1) The minimum size of any dwelling on a lot is 1,800 square feet of heated and cooled living space.
2) MOBILE HOMES AND TEMPORARY STRUCTURES: No singlewide trailers, doublewide trailers, mobile homes, shell homes, campers, tents, shacks or temporary buildings shall be erected on this tract, with the exception of garages and storage buildings which are integral part of the residence.
3) No Structures of any type shall be constructed IN FRONT OF THE HOME without the written approval of Declarant and Coweta County if applicable.
4) No barn, outbuilding, or other structure shall be built between the house and the street without the written approval of Declarant
5) NUISANCES: No noxious, illegal, offensive or detrimental activity shall be carried on upon any tract, nor shall said property be used for any purposes that, as a matter of common experience, tend to create a nuisance or annoyance.
6) Subject Property may not be subdivided without the express written consent of the Declarant herein and approval of Coweta County.
7) No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without the prior written consent of the Architectural Review Committee. All fencing must be approved by the Architectural Review Committee, however white PVC and all chain link fences are prohibited. The Declarant may erect any type of fence on the Common Property (IF ANY) or elsewhere within the

Attachment: covenants deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

Community as may be deemed appropriate by the Declarant or as necessary to satisfy the requirements of any law, regulation or government entity or for health and safety of residents.

8) No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets.. No animals shall be kept, bred or maintained for any commercial purpose. No exterior pens shall be erected or maintained on any Lot without the prior written consent of the Architectural Review Committee.

9) These restrictions are a Covenant that run with the land and shall expire 10 years from the date of this Declaration. At the end of 10 years declarant may elect to renew these Covenants for additional 10 year periods. Declarant may at any time surrender and quitclaim all of their Declarant rights by recording a written instrument to be recorded in the office of the superior court of Coweta County.

10) Declarant may transfer his Declarant rights to any individual or entity at any time with a recorded written instrument to be recorded in the office of the superior court of Coweta County.

11) In the event that Declarant surrenders and releases it's Declarant rights at any point in the future then the property that is subject to these covenants shall only be subject to any building and use requirements and restrictions of Coweta County, Georgia and the laws of the State of Georgia.

12) Invalidation of any of these restrictions or any part thereof, by judgment or court order, shall in no way affect any of the other restrictions, which shall in full force and effect.

13) The failure of Declarant or its successors or assigns to enforce any covenant, condition, or restriction shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other covenant, condition, or restriction.

14) Every person who now or hereafter owns or acquires any right, title, estate, or interest in the land or portion of the land is and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said land or any potion of land.

15) Declarant shall not be liable to any person whomsoever for any violation of these restrictions, and Declarant does not warrant to any present or future owner that these restrictions will be enforced with regard to this property. The initiation and enforcement from time to time by Declarant of the above restrictions is for its sole benefit and control and Declarant specifically disavows any obligations, implied or otherwise, to maintain these restrictions.

Attachment: covenants deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

DECLARANT: TRADEMARK QUALITY HOMES, INC.

By: _____
JOHN DAVID CHAPMAN. JR
PRESIDENT

Signed, sealed and delivered

in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC
My Commission Expires: 7-1-23



Attachment: covenants deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

EXHIBIT "A"
TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DEER CREEK SUBDIVISION PHASE 3

All those Tracts or parcels of land lying and being in Land Lot 230 of the 2ND District of Coweta County, Georgia, being lots 3-1,3-2,3-3,3-4,3-5,3-6,3-7,3-8,3-9,3-10,3-11,3-12,3-13,3-14,3-15,3-16,3-17 & 3-18 of DEER CREEK SUBDIVISION PHASE 3 , as shown on that certain plat of said subdivision recorded in Plat Book _____, Pages _____, Coweta County, Georgia records, said plat being incorporated herein and made a part hereof by reference.

Attachment: covenants deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

RECORD AND RETURN TO:
Lawson, Beck & Sandlin, LLC
1125 Commerce Drive, Suite 300
Peachtree City, GA 30269

Attachment: ema deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

MUTUAL PRIVATE ROAD ACCESS EASEMENT AGREEMENT AND MUTUAL MAINTENANCE AGREEMENT

STATE OF GEORGIA
COUNTY OF COWETA

ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023, between **TRADEMARK QUALITY HOMES, INC.** (including their respective heirs, successors and/or assigns where the context hereof requires or permits).

WHEREAS, **TRADEMARK QUALITY HOMES, INC.** are the owners of that certain property in **Coweta** County, Georgia, more particularly described as follows:

ALL THOSE Tracts or parcels of land lying and being in Land Lot 230 of the 2nd District of Coweta County, Georgia, being Lots 3-14 and 3-15 of Deer Creek Subdivision-Phase 3 as shown on that certain plat recorded in Plat Book ___, Pages _____, Coweta County, Georgia records, said plat being incorporated herein and made a part hereof by reference.

WHEREAS located within the above described parcels is a 30 foot wide private right-of-way/access & utility easement more particularly shown as "30' Lot Access Esmnt." (hereinafter "the Easement") on plat at Plat Book ___, Pages _____, records of Coweta County, Georgia, which plat is by reference incorporated herein and made a part hereof.

WHEREAS the owners of Lots 3-14 and 3-15 wish to grant to the owners of Lots 3-14 and 3-15 a perpetual easement for ingress/egress and for utility installation and maintenance across any portion of the easement (if any) that is located within the property of any of the parties.

This Easement shall apply to, inure to the benefit of and be binding upon all parties and the property above recited and the heirs, successors, successors-in-title, lessees, executors, legal representatives and assigns of both parties and shall run with the land. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Georgia.

MUTUAL MAINTENANCE AGREEMENT

WHEREAS located within the above described parcels is a 30 foot wide private right-of-way/access & utility easement more particularly shown as "30' Lot Access Esmnt." (hereinafter "the Easement") on plat at Plat Book ___, Pages _____, records of Coweta County, Georgia, which plat is by reference incorporated herein and made a part hereof.

WHEREAS the owners of Lots 3-14 and 3-15 agree that they shall have the obligation to periodically maintain and repair the driveway located within this easement and keep it in good condition and repair and to keep the same in sightly condition. All parties agree that the obligation to maintain and repair the driveway located within this easement shall run with the land and be binding upon the heirs, successors, successors-in-title, executors, legal representatives and assigns of all parties. Each lot owner is responsible for fifty percent of the maintenance and repair for ordinary wear and tear of the driveway for each lot that the party owns that is served by the easement. Each party agrees that the cost of extraordinary wear and tear (for example due to construction) shall be borne by the responsible party.

This Easement and Maintenance Agreement shall apply to, inure to the benefit of and be binding upon the property of all parties above recited and the heirs, successors, successors-in-title, lessees, executors, legal representatives and assigns of all parties and shall run with the land. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Georgia.

Attachment: ema deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

IN WITNESS WHEREOF said parties have hereunto set their hands and seals, this 14th Day of March, 2023.

Trademark Quality Homes, Inc.

BY: John David Chapman, Jr

Unofficial Witness

Notary Public

KRISTIN NICOLE WYROSDICK NOTARY PUBLIC MERIWETHER COUNTY GEORGIA EXPIRES JULY 1, 2023

Attachment: ema deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

AFTER RECORDING RETURN TO:
Lawson, Beck & Sandlin, LLC
1125 COMMERCE DRIVE, SUITE 300
PEACHTREE CITY, GEORGIA 30269

Quitclaim Deed

STATE OF GEORGIA

COUNTY OF FAYETTE

THIS INDENTURE, made the 14th **day of March, 2023,** between **RENANSANT BANK**, as party or parties of the first part, hereinafter called Grantor, and **TRADEMARK QUALITY HOMES, INC. A GEORGIA CORPORATION** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee,

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 230 OF THE 2nd DISTRICT, OF COWETA COUNTY, GEORGIA, BEING THOSE CERTAIN ROAD RIGHT-OF-WAYS KNOWN AS "DEER CREEK RUN (50' R/W)" & "DEER CREEK COURT (50" R/W)" AS PER FINAL PLAT OF DEER CREEK SUBDIVISION PHASE 3 RECORDED IN PLAT BOOK ____ , PAGE _____ RECORDS OF COWETA COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

The purpose of this quitclaim deed is to release the above-described property from that certain security deed between the parties hereto dated 3/4/2021 , and recorded in Deed Book 4764 pages 202-207 AS MODIFIED AT BOOK 5549 PAGE 475 AND BOOK 5603 PAGE 881COWETA County, Georgia Records. All other terms and conditions of said security deed shall remain in full force and effect as to the remaining property secured thereunder, if any.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

Attachment: qc rw deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

AMBER E BUTTERFIELD
NOTARY PUBLIC
COBB COUNTY, GA
MY COMMISSION EXPIRES
APRIL 18 2026

RENASNAT BANK

By:

Name: Andy Robertson

Title: E.V.P.

Attachment: qc rw deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

Record and Return to:
Lawson , Beck & Sandlin, LLC
1125 COMMERCE DRIVE, SUITE 300
PEACHTREE CITY, GEORGIA 30269

WARRANTY DEED

STATE OF **GEORGIA**

COUNTY OF **COWETA**

THIS INDENTURE, Made the _____**day of** _____ **, 2023**, between

TRADEMARK QUALITY HOMES, INC.
A GEORGIA CORPORATION

as party or parties of the first part, hereinafter called Grantor, and

COWETA COUNTY, STATE OF GEORGIA

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 230 OF THE 2nd DISTRICT, OF COWETA COUNTY, GEORGIA, BEING THOSE CERTAIN ROAD RIGHT-OF-WAYS KNOWN AS "DEER CREEK RUN (50' R/W)" & "DEER CREEK COURT (50' R/W)" AS PER FINAL PLAT OF DEER CREEK SUBDIVISION PHASE 3 RECORDED IN PLAT BOOK _____ , PAGE _____ RECORDS OF COWETA COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

THIS DEED IS EXECUTED FOR THE SOLE PURPOSE OF DEDICATING AND CONVEYING TO THE PUBLIC AND IN PARTICULAR COWETA COUNTY, GEORGIA, FOREVER IN FEE SIMPLE, ALL STREETS, RIGHTS OF WAY FOR STREETS.

SUBJECT to restrictive covenants and general utility easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

Unofficial Witness

TRADEMARK QUALITY HOMES, INC.

By: JOHN DAVID CHAPMAN, JR., PRESIDENT

Notary Public

KRISTIN NICOLE WYROSDICK NOTARY PUBLIC MERIWETHER COUNTY GEORGIA EXPIRES JULY 1, 2023

Attachment: wd rw deer creek p3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

Lawson, Beck & Sandlin, LLC
1125 Commerce Drive, Suite 300
Peachtree City, GA 30269
770-486-8949 Phone
770-486-8950Fax

CERTIFICATE OF TITLE

Prepared for and limited to the use of: COWETA COUNTY STATE OF GEORGIA
Re: **DEER CREEK SUBDIVISION PHASE 3**
This is to certify that on behalf of the firm of Lawson, Beck & Sandlin, LLC, the undersigned, in accordance with Title Standards of the State of Georgia (as approved June 2, 1972), has examined the title to the real property described in Exhibit "A" attached hereto and incorporated herein, as officially and correctly indexed in the public records of the county in which said property lies, and that, as a result of a 50 year search, that merchantable title in Fee Simple is vested in **TRADEMARK QUALITY HOMES, INC.**

LIMITATIONS, LIENS AND OBJECTS

Subject to those objections and exceptions set out as follows:

1.) All matters of record subsequent to the date of this certificate;
2.) Matters affection the title which are not of record, or which, if they are of record are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner;
3.) Zoning law, ordinances and regulations concerning the use, occupancy, possession and retention of caption property;
4.) Unrecorded statutory liens for the improvement of captioned property;
5.) Street and sanitary liens not properly placed on record;
6.) Matters respecting personal property situated or affixed to captioned property;
7.) Bankruptcy proceedings affection captioned property;
8.) Such state of facts as would be disclosed from a competent civil engineer's accurate survey of said captioned property;
9.) Title to that portion of the premises within the bounds of any public road;
10.) The riparian rights of abutting land owners in and to the waters of any stream traversing caption property;
11.) Rights and adverse claims of tenants in possession;
12.) Past due utility bills, which deter the municipal authority or utility company from transferring meters or service until bills have been paid;
13.) Filings relation to personal property or fixtures not readily indexed in the deed records;
14.) Taxes not yet due and payable and taxes becoming due and payable subsequent to the date of this certificate, as well as, past taxes becoming due in the future, as a result of unapproved tax digests.
15) Security deed in favor of RENASANT BANK dated 3/4/2021, and recorded in Deed Book 5302 pages 611-627 AS MODIFIED AT BOOK 5549 PAGE 475 AND BOOK 5603 PAGE 881 COWETA County, Georgia Records This security deed and modifications shall be released prior to recordation of final plat of DEER CREEK SUBDIVISION PHASE 3 .
16.) This is a limited title search.

Attachment: Cert of Title Deer Creek Ph. 3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

17.) Encroachments, overlaps, boundary line disputes and any matters which a correct survey and inspection of the land would disclose, and which are not shown by the public record

18). All taxes for the year 2023 and subsequent years not yet due and payable, and any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustments, re-appraisals, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.

FOR INFORMATIONAL PURPOSES:

2022 State and County are currently paid

The effective date of this Certificate of Title is 2/15/2023.

Lawson, Beck & Sandlin , LLC

By: Gary G. Lawson Attorney At Law

Attachment: Cert of Title Deer Creek Ph. 3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

EXHIBIT "A"

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOT 230 OF THE 2nd DISTRICT, OF COWETA COUNTY, GEORGIA, BEING THOSE CERTAIN ROAD RIGHT-OF-WAYS KNOWN AS "DEER CREEK RUN 50 foot R/W" & "DEER CREEK COURT 50 foot R/W" AS PER FINAL PLAT OF DEER CREEK SUBDIVISION PHASE 3 RECORDED IN PLAT BOOK ____, PAGE _____ RECORDS OF COWETA COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

Attachment: Cert of Title Deer Creek Ph. 3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

SUBDIVISION STATUS REPORT

Project: Deer Creek Ph. 3

Location:

Street Names and number of lots: Deer Creek Run (ext.), Deer Creek Ct. (ext.)
18 Lots

Formal recommendation to accept these roads is made to the Coweta County Commission. The following items have been inspected and satisfactorily completed in accordance with county development regulations:

A. On-site inspections and testing

1. Grading and Drainage
   Approved by: Stacy Burnham Date: May 2022
2. Soil Density Test (When required)
   Approved by: Stacy Burnham Date: Jun 2022
3. Subgrade
   a) Curb and Gutter
   Approved by: Stacy Burnham Date: Jul 2022
   b) Roadway
   Approved by: Stacy Burnham Date: Jun 2022
4. Graded Aggregate Base
   Approved by: Stacy Burnham Date: Sept 2022
5. Pavement (See plans for design)
   a) Binder 2"
   Approved by: Stacy Burnham Date: Sept 2022
   b) Topping 2"
   Approved by: _____ Date: _____
   c) Core Samples
   Approved by: _____ Date: _____

B. Final Inspection

1. Punch List Complete
   Approved by: Stacy Burnham Date: Mar 2023
2. Items Requiring Performance Bond: Topping

C. Comments:

Cores will be required prior to bond release.

Attachment: status report deer creek ph. 3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

PT-61 (Rev. 2/18) To be filed in **COWETA COUNTY** **PT-61 038-2023-001453**

SECTION A – SELLER'S INFORMATION (Do not use agent's information)

SELLER'S BUSINESS / ORGANIZATION / OTHER NAME	
Trademark Quality Homes, Inc.	
MAILING ADDRESS (STREET & NUMBER)	
PO Box 926	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY	DATE OF SALE
Greenville, GA 30222 USA	4/18/2023

SECTION B – BUYER'S INFORMATION (Do not use agent's information)

BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME	
Coweta County, State of Georgia	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes)	
22 East Broad Street	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY	Check Buyers Intended Use (X) Residential ( ) Commercial ( ) Agricultural ( ) Industrial
Newnan, GA 30263 USA	

SECTION C – TAX COMPUTATION

Exempt Code If no exempt code enter NONE	Public Roa Acquisiti
1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	$0.(
1A. Estimated fair market value of Real and Personal property	$0.(
2. Fair market value of Personal Property only	$0.(
3. Amount of liens and encumbrances not removed by transfer	$0.(
4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	$0.(
5. TAX DUE at .10 per $100 or fraction thereof (Minimum $1.00)	$0.(

SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))

HOUSE NUMBER & EXTENSION (ex 265A)	PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION		SUITE NUMBER
COUNTY	**CITY (IF APPLICABLE)**	**MAP & PARCEL NUMBER**	**ACCOUNT NUMBER**
COWETA		part of 0922230001B	

TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK

SECTION E – RECORDING INFORMATION (Official Use Only)

DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS

None

Attachment: PT-61 Deer Creek Ph. 3 (13768 : Roadway Acceptance - Deer Creek Ph. 3)

This block is reserved for the Clerk of the Superior Court.

FINAL PLAT SURVEYING CERTIFICATE:

"I hereby certify that this final plat is a true representation of the results of an actualsurvey by me or under my supervision, conforming to the normal standards of careof professional surveyors practicing in the State of Georgia and that all monumentsshown hereon actually exist or is marked "future" and that the surveying requirements for final plats of the "Development Regulations" and the "ZoningRegulations" of Coweta County, Georgia, has been fulfilled. According to the State of Georgia Safe Dams Act Map for Coweta County, Georgia, I have determined this development does not lie in a basin below a Category II Dam."

By: Jason D. Turner

Registered Land Surveyor No. 2795

Date: 03-03-2023

GEORGIA REGISTERED NO. 2795 LAND SURVEYOR JASON D. TURNER

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,674 FEET OR BETTER AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND HAS BEEN ADJUSTED USING THE LEAST SQUARES RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 109,325 FEET OR BETTER.

ANGULAR AND LINEAR MEASUREMENTS WERE OBTAINED BY USING A GEOMAX ZOOM 35 PRO TOTAL STATION.

BASIS OF ELEVATIONS AND NORTH ORIENTATION OBTAINED BY USING A LEICA GS-16 GPS ROVER UTILIZING THE EGPS SOLUTIONS, INC. REFERENCE NETWORK.

FINAL PLAT ENGINEERING CERTIFICATE:

"I hereby certify that the accepted engineering procedures and design methods were used to establish the layout of this development; that the streets, drainage structures and any other design features have been constructed according to the development construction drawings and revisions approved by the Coweta County Subdivision Review Committee; and that all applicable engineering requirements of the "Land Subdivision Regulations" for residential, commercial and/or industrial subdivisions and all applicable requirements of the "Zoning Regulation" of Coweta County, Georgia, has been fulfilled, except as otherwise approved by the Review Committee.

By: Neal Spradlin

Registered Professional Engineer No. 19147

Date: 03-03-2023

GEORGIA REGISTERED No. 23386 PROFESSIONAL ENGINEER NEAL SPRADLIN

COWETA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT CERTIFICATE:

"Pursuant to the State Health requirements, a comprehensive soil analysis at a minimum DPH level three (3) soil survey was given final approval by the Coweta County Environmental Health Department on, _____ all of the conditions of approval having been completed, this document is hereby accepted."

Date _____ _____ Coweta County Health Department Official

COMMUNITY DEVELOPMENT APPROVAL CERTIFICATE:

"Pursuant to the Coweta County Development Regulations, this plat was given final approval by the Coweta County Development Review Committee at the meeting held on _____, _____. All of the conditions of approval having been completed, this document is hereby accepted and this approval granted under the authority of said regulations.

_____ Date _____ Plan Reviewer

OWNERS' ACKNOWLEDGMENT:

"The owner of the land shown on this plat whose name is subscribed thereto, and in person of through a duly authorized agent, acknowledges that this plat was made from an actual survey, certifies that all state and county or other assessments now due on this land have been paid, and dedicates to the use of the public forever, all streets which comprise a total of 1.731 ACRES, for the purposes therein expressed.

Subdivider DAVID CHAPMAN Owner DAVID CHAPMAN

Date 03-03-2023 Date 03-03-2023

SOIL ANALYSIS CERTIFICATE:

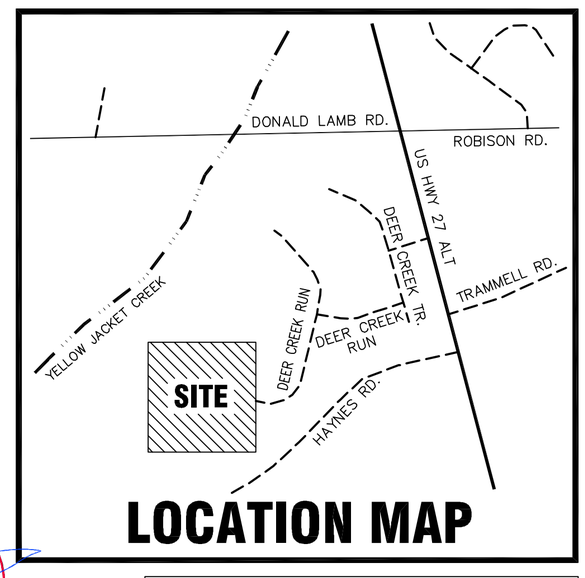
I hereby certify that this document is a true representation of the results of an actual comprehensive soil analysis at minimum DHR level three (3) soil survey by me or under my supervision and that areas are shown that are not acceptable sites for individual septic system as required by the local and/or State Health Department.

ERIC A. HAMILTON - APPLIED ENVIRONMENTAL SCIENCES

By Georgia Department of Human Resources (DHR) certified soil classifier:

SIGNATURE.: _____ NO. #224 Date: 03-03-2023

ERIC A. HAMILTON CERTIFIED SOIL CLASSIFIER STATE OF GEORGIA CERTIFICATION NUMBER #224



LOCATION MAP

CURRENT PROPERTY OWNER AND PROJECT DEVELOPER/PRIMARY PERMITTEE

Trademark Quality Homes
PO Box 926
Greenville, GA 30222

Contact Person: David Chapman
(706) 656-1008
trademarkqualityhomes@yahoo.com

DEVELOPMENT GENERAL NOTES:

1. SUBJECT PROPERTY IS TAX PARCEL NUMBER 092 2230 001B.
2. 18 LOTS AND STREET RIGHT-OF-WAY COMPRISING OF A TOTAL OF 35.667 ACRES.
3. ALL DRAINAGE EASEMENTS TO CONFORM TO ACTUAL LOCATION OF DRAINAGE STRUCTURES AND STREAMS.
4. 1/2" IRON PINS SET ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
5. THIS SITE CONTAINS STATE WATERS AS DELINEATED BY GEORGIA FORESTRY CONSULTING.
6. BASIS OF BEARINGS AS SHOWN HEREON IS GRID NORTH (STATE PLANE GA. WEST ZONE).
7. THIS SUBDIVISION IS PART OF A VESTED R-160 DEVELOPMENT. (ZONED RC)
8. "THIS PLAT IS SUBJECT TO THE CONVENANTS FOR THE DEER CREEK SUBDIVISION - PHASE 3 AS SET FORTH IN THE SEPARATE DOCUMENT(S) RECORDED AND ON FILE AT THE COWETA COUNTY SUPERIOR COURT CLERK'S OFFICE.
9. THE 100 YEAR PONDING ELEVATIONS FOR STORMWATER PONDS 6 & 7 WERE PROVIDED TO THIS OFFICE BY NEIL SPRADLIN, GA. P.E. # 23386, (CAPSTONE ENGINEERING INC.) AS WAS 100 YEAR HEADWATER ELEVATIONS.
10. THIS DEVELOPMENT WILL RECEIVE MAIL BY CENTRAL DELIVERY VIA A CLUSTER MAILBOX STATION. MAINTENANCE OF THE MAILBOX UNIT, AS WELL AS ANY ASSOCIATED SHELTERS, LIGHTING, PARKING AND OTHER RELATED AMENITIES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER ASSOCIATION.
11. PROPERTIES SHOULD BE ADDRESSED PER THE REQUIREMENTS OF ARTICLE 24 SECTION 246.1.2.
12. ALL DRIVEWAYS TO BE CONSTRUCTED HAVING 6 INCHES OF FALL WITHIN THE FIRST 12 FEET BEHIND THE CURB SLOPING BACK TOWARDS THE GUTTER.
13. THE STORMWATER MANAGEMENT FACILITIES WITHIN THIS DEVELOPMENT ARE GOVERNED BY A RECORDED STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT. PER THE AGREEMENT, THE LANDOWNER, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY HOMEOWNER'S ASSOCIATION, SHALL ADEQUATELY MAINTAIN THE STORMWATER MANAGEMENT FACILITIES. THIS INCLUDES ALL PIPES, CHANNELS, OR OTHER CONVEYANCES BUILT TO CONVEY STORMWATER TO THE FACILITY, AS WELL AS ALL STRUCTURES, IMPROVEMENTS, AND VEGETATION PROVIDED TO CONTROL THE QUANTITY AND QUALITY OF THE STORMWATER.
14. BOUNDARY SURVEY WAS PERFORMED ON MARCH 09, 2022 BY JASON D. TURNER RLS#2795.
15. THIS PROPERTY (*DOES NOT LIE*) WITHIN A DESIGNATED WATERSHED PROTECTION DISTRICT PER COWETA COUNTY GA. RIVER CORRIDOR, WATERSHED AND RECHARGE DISTRICTS MAP.
16. THERE IS A TEMPORARY 40 FOOT WIDE SANITARY SEWER CONSTRUCTION EASEMENT AND A PERMANENT 30 FOOT WIDE SANITARY SEWER EASEMENT ALONG THE FRONT AND REAR OF EACH LOT RESERVED FOR FUTURE USE IF REQUIRED.

WETLANDS AND JURISDICTIONAL WATERS CERTIFICATE:

I hereby certify that this site does contain areas of wetlands or jurisdictional waters. This site has been evaluated in accordance with the procedures and criteria outlined in the 1987 United States Army Corps of Engineers wetland delineation manual.

Signed: _____
SCOTT BERTA
GEORGIA FORESTRY CONSULTING

GEORGIA REGISTERED NO. RF002683 FORESTER SCOTT BERTA

CURVE TABLE

Curve	Radius	Length	Chord	Chord Bear.
C2	325.00'	87.33'	87.07'	N 59°28'05" W
C3	325.00'	150.53'	149.19'	N 80°26'06" W
C4	275.00'	46.34'	46.29'	N 88°52'36" W
C5	275.00'	293.72'	279.96'	N 53°27'03" W
C6	275.00'	33.28'	33.26'	N 19°23'09" W
C7	25.00'	22.14'	21.42'	N 09°26'53" E
C8	54.00'	28.24'	27.92'	N 19°50'10" E
C9	54.00'	74.50'	68.73'	N 34°40'08" W
C10	54.00'	60.37'	57.27'	S 73°46'43" W
C11	54.00'	51.31'	49.40'	S 14°31'46" W
C12	54.00'	50.86'	49.00'	S 39°40'24" E
C13	25.00'	22.14'	21.42'	S 41°17'12" E
C14	325.00'	7.16'	7.16'	S 16°33'02" E
C15	325.00'	137.49'	136.47'	S 29°18'05" E
C16	325.00'	169.93'	168.00'	S 56°24'00" E
C17	325.00'	111.74'	111.19'	S 81°13'41" E
C18	105.00'	92.01'	89.10'	S 21°24'04" W
C19	54.00'	55.10'	52.74'	S 17°16'26" W
C20	54.00'	49.69'	47.95'	S 38°19'06" E
C21	54.00'	42.60'	41.51'	S 87°16'50" E
C22	54.00'	93.48'	82.24'	N 20°31'28" E
C23	25.00'	29.95'	28.19'	N 05°14'52" E
C24	155.00'	117.05'	114.29'	N 17°55'48" E
C25	275.00'	92.40'	91.97'	S 84°04'42" E
C26	275.00'	108.87'	108.16'	S 63°06'40" E
C27	350.00'	46.37'	46.34'	S 55°34'31" E
C28	350.00'	8.66'	8.66'	N 60°03'40" W

CALL TABLE

Course	Bearing	Distance
L1	N 51°37'39" W	147.07'
L2	S 86°17'46" W	109.68'
L3	N 15°55'09" W	64.46'
L4	S 15°55'09" E	64.46'
L5	S 47°49'54" E	14.36'
L6	S 03°42'14" E	14.97'
L7	S 46°30'22" W	54.75'
L8	N 03°42'14" W	14.93'
L9	N 41°17'46" E	14.14'
L10	N 86°17'46" E	54.58'
L11	S 51°37'39" E	45.66'
L12	S 51°37'39" E	101.42'
L13	S 11°57'56" E	35.00'
L14	S 11°57'56" E	2.09'
L15	S 11°57'56" E	34.26'

CENTERLINE CURVE DATA CURVE TABLE

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
CURVE #1	300.00'	114.96'	219.57'	41°56'03"	19°05'55"	214.70'	N 72°44'13" W
CURVE #2	300.00'	242.00'	407.28'	77°47'05"	19°05'55"	376.72'	N 54°48'42" W
CURVE #3	130.00'	60.91'	113.92'	50°12'36"	44°04'25"	110.31'	S 21°24'04" W
CURVE #4	325.00'	14.27'	28.53'	5°01'45"	17°37'46"	28.52'	N 54°17'38" W

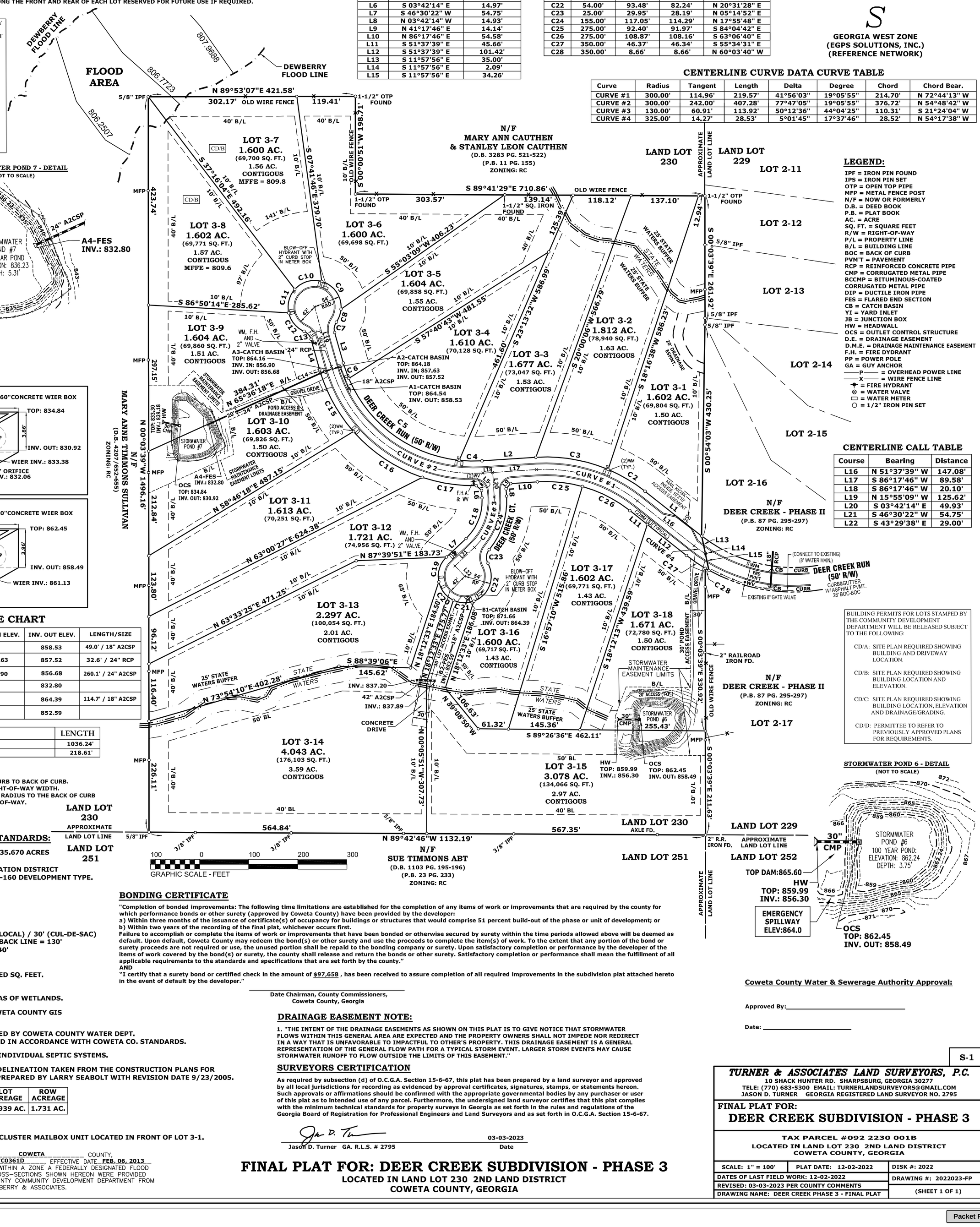
BUILDING PERMITS FOR LOTS STAMPED BY THE COMMUNITY DEVELOPMENT DEPARTMENT WILL BE RELEASED SUBJECT TO THE FOLLOWING:

CD/A: SITE PLAN REQUIRED SHOWING BUILDING AND DRIVEWAY LOCATION.

CD/B: SITE PLAN REQUIRED SHOWING BUILDING LOCATION AND ELEVATION.

CD/C: SITE PLAN REQUIRED SHOWING BUILDING LOCATION, ELEVATION AND DRAINAGE/GRADING.

CD/D: PERMITTEE TO REFER TO PREVIOUSLY APPROVED PLANS FOR REQUIREMENTS.



LEGEND:

IPF = IRON PIN FOUND
IPS = IRON PIN SET
OTP = OPEN TOP PIPE
MFP = METAL FENCE POST
N/F = NOW OR FORMERLY
D.B. = DEED BOOK
P.B. = PLAT BOOK
AC. = ACRE
SQ. FT. = SQUARE FEET
R/W = RIGHT-OF-WAY
P/L = PROPERTY LINE
B/L = BUILDING LINE
BOC = BACK OF CURB
PVM'T = PAVEMENT
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
BCCMP = BITUMINOUS-COATED CORRUGATED METAL PIPE
DIP = DUCTILE IRON PIPE
FES = FLARED END SECTION
CB = CATCH BASIN
YI = YARD INLET
JB = JUNCTION BOX
HW = HEADWALL
OCS = OUTLET CONTROL STRUCTURE
D.E. = DRAINAGE EASEMENT
D.M.E. = DRAINAGE MAINTENANCE EASEMENT
F.H. = FIRE DYDRANT
PP = POWER POLE
GA = GUY ANCHOR
—P— = OVERHEAD POWER LINE
—X— = WIRE FENCE LINE
= FIRE HYDRANT
= WATER VALVE
= WATER METER
= 1/2" IRON PIN SET

GRID NORTH

N W E S

GEORGIA WEST ZONE
(EGPS SOLUTIONS, INC.)
(REFERENCE NETWORK)

CENTERLINE CALL TABLE

Course	Bearing	Distance
L16	N 51°37'39" W	147.08'
L17	S 86°17'46" W	89.58'
L18	S 86°17'46" W	20.10'
L19	N 15°55'09" W	125.62'
L20	S 03°42'14" E	49.93'
L21	S 46°30'22" W	54.75'
L22	S 43°29'38" E	29.00'

BUILDING PERMITS FOR LOTS STAMPED BY THE COMMUNITY DEVELOPMENT DEPARTMENT WILL BE RELEASED SUBJECT TO THE FOLLOWING:

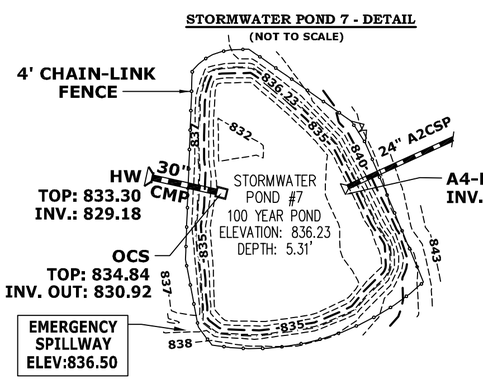
CD/A: SITE PLAN REQUIRED SHOWING BUILDING AND DRIVEWAY LOCATION.

CD/B: SITE PLAN REQUIRED SHOWING BUILDING LOCATION AND ELEVATION.

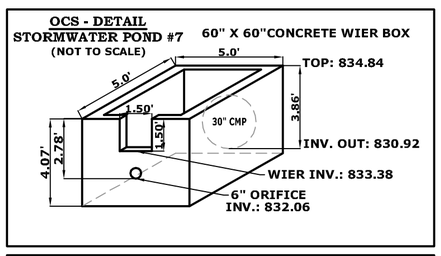
CD/C: SITE PLAN REQUIRED SHOWING BUILDING LOCATION, ELEVATION AND DRAINAGE/GRADING.

CD/D: PERMITTEE TO REFER TO PREVIOUSLY APPROVED PLANS FOR REQUIREMENTS.

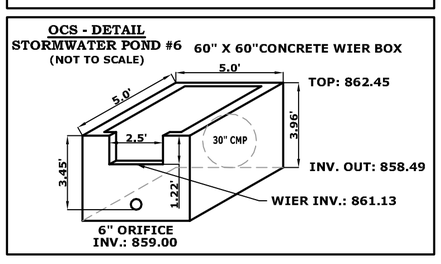
STORMWATER POND 7 - DETAIL
(NOT TO SCALE)



OCS - DETAIL
STORMWATER POND #7 60" X 60"CONCRETE WIER BOX
(NOT TO SCALE)



OCS - DETAIL
STORMWATER POND #6 60" X 60"CONCRETE WIER BOX
(NOT TO SCALE)



PIPE CHART

STORM STRUCTURE	TOP ELEV.	INV. IN ELEV.	INV. OUT ELEV.	LENGTH/SIZE
A1 - CB	864.54		858.53	49.0' / 18" A2CSP
A2 - CB	864.18	857.63	857.52	32.6' / 24" RCP
A3 - CB	864.16	856.90	856.68	260.1' / 24" A2CSP
A4 - FES			832.80	
B1 - CB	871.66		864.39	114.7' / 18" A2CSP
B2 - FES			852.59	

STREET NAME	LENGTH
DEER CREEK RUN	1036.24'
DEER CREEK COURT	218.61'

STREET NOTES:

1. STREETS ARE 26' FROM BACK OF CURB TO BACK OF CURB.
2. ALL STREETS HAVE A 50-FOOT RIGHT-OF-WAY WIDTH.
3. ALL CUL-DE-SACS HAVE A 42-FOOT RADIUS TO THE BACK OF CURB & A 54-FOOT RADIUS TO THE RIGHT-OF-WAY.

STORMWATER POND 6 - DETAIL
(NOT TO SCALE)

DEVELOPMENT DESIGN STANDARDS:

TOTAL AREA OF DEVELOPMENT: 35.670 ACRES
TAX PARCEL: 092 2230 001B
ZONING: RC = RURAL CONSERVATION DISTRICT
THE TRACT IS VESTED TO THE R-160 DEVELOPMENT TYPE.

DIMENSIONAL REQUIREMENTS:

MIN. LOT SIZE = 1.6 ACRES
FRONT YARD = 50'
SIDE YARD = 10'
REAR YARD = 40'
MIN. STREET FRONTAGE = 90' (LOCAL) / 30' (CUL-DE-SAC)
MIN. LOT WIDTH AT FRONT SETBACK LINE = 130'
MAX. HEIGHT OF STRUCTURE = 40'
MAX. NUMBER OF STORIES = 3
MAX. IMPERVIOUS AREA = 25%
MIN. HOUSE SIZE = 1,725 HEATED SQ. FEET.

WETLANDS:

THIS PROPERTY INCLUDES AREAS OF WETLANDS.

SOURCE OF TOPOGRAPHY: COWETA COUNTY GIS
DATUM: MEAN SEA LEVEL

WATER SERVICE TO BE PROVIDED BY COWETA COUNTY WATER DEPT.
WATER SYSTEM TO BE DESIGNED IN ACCORDANCE WITH COWETA CO. STANDARDS.

SEWER SERVICE PROVIDED BY INDIVIDUAL SEPTIC SYSTEMS.

STATE WATERS AND WETLAND DELINEATION TAKEN FROM THE CONSTRUCTION PLANS FOR DEER CREEK FARMS PHASE III PREPARED BY LARRY SEABOLT WITH REVISION DATE 9/23/2005.

TOTAL PROJECT ACREAGE	NUMBER LOTS	LOT ACREAGE	ROW ACREAGE
35.670 AC.	18	33.939 AC.	1.731 AC.

USPS MAIL DELIVERY:

MAIL DELIVERY WILL BE VIA A CLUSTER MAILBOX UNIT LOCATED IN FRONT OF LOT 3-1.

AS PER F.I.R.M. FLOOD MAPS FOR COWETA COUNTY, GEORGIA ; MAP NUMBER 13077C0361D, EFFECTIVE DATE FEB. 06, 2013 A PORTION OF THIS PROPERTY LIES WITHIN A ZONE A FEDERALLY DESIGNATED FLOOD HAZARD AREA. FLOOD LINES AND CROSS-SECTIONS SHOWN HEREON WERE PROVIDED TO THIS OFFICE BY THE COWETA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT FROM A FLOOD STUDY PERFORMED BY DEWBERRY & ASSOCIATES.

BONDING CERTIFICATE

"Completion of bonded improvements: The following time limitations are established for the completion of any items of work or improvements that are required by the county for which performance bonds or other surety (approved by Coweta County) have been provided by the developer:
a) Within three months of the issuance of certificate(s) of occupancy for buildings or structures that would comprise 51 percent build-out of the phase or unit of development; or
b) Within two years of the recording of the final plat, whichever occurs first.
Failure to accomplish or complete the items of work or improvements that have been bonded or otherwise secured by surety within the time periods allowed above will be deemed as default. Upon default, Coweta County may redeem the bond(s) or other surety and use the proceeds to complete the item(s) of work. To the extent that any portion of the bond or surety proceeds are not required or use, the unused portion shall be repaid to the bonding company or surety. Upon satisfactory completion or performance by the developer of the items of work covered by the bond(s) or surety, the county shall release and return the bonds or other surety. Satisfactory completion or performance shall mean the fulfillment of all applicable requirements to the standards and specifications that are set forth by the county."
AND
"I certify that a surety bond or certified check in the amount of $97,658 , has been received to assure completion of all required improvements in the subdivision plat attached hereto in the event of default by the developer."

_____
Date Chairman, County Commissioners,
Coweta County, Georgia

DRAINAGE EASEMENT NOTE:

1. "THE INTENT OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT IS TO GIVE NOTICE THAT STORMWATER FLOWS WITHIN THIS GENERAL AREA ARE EXPECTED AND THE PROPERTY OWNERS SHALL NOT IMPEDE NOR REDIRECT IN A WAY THAT IS UNFAVORABLE TO IMPACTFUL TO OTHER'S PROPERTY. THIS DRAINAGE EASEMENT IS A GENERAL REPRESENTATION OF THE GENERAL FLOW PATH FOR A TYPICAL STORM EVENT. LARGER STORM EVENTS MAY CAUSE STORMWATER RUNOFF TO FLOW OUTSIDE THE LIMITS OF THIS EASEMENT."

SURVEYORS CERTIFICATION

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 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.

Jason D. Turner GA. R.L.S. # 2795 — 03-03-2023 Date

Coweta County Water & Sewerage Authority Approval:

Approved By: _____

Date: _____

S-1

TURNER & ASSOCIATES LAND SURVEYORS, P.C.
10 SHACK HUNTER RD. SHARPSBURG, GEORGIA 30277
TELE: (770) 683-5300 EMAIL: TURNERLANDSURVEYORS@GMAIL.COM
JASON D. TURNER GEORGIA REGISTERED LAND SURVEYOR NO. 2795

FINAL PLAT FOR: DEER CREEK SUBDIVISION - PHASE 3

TAX PARCEL #092 2230 001B
LOCATED IN LAND LOT 230 2ND LAND DISTRICT
COWETA COUNTY, GEORGIA

SCALE: 1" = 100'	PLAT DATE: 12-02-2022	DISK #: 2022
DATES OF LAST FIELD WORK: 12-02-2022		DRAWING #: 2022023-FP
REVISED: 03-03-2023 PER COUNTY COMMENTS		(SHEET 1 OF 1)
DRAWING NAME: DEER CREEK PHASE 3 - FINAL PLAT		

FINAL PLAT FOR: DEER CREEK SUBDIVISION - PHASE 3

LOCATED IN LAND LOT 230 2ND LAND DISTRICT
COWETA COUNTY, GEORGIA

Attachment: Deer Creek Ph. 3 FP (13768 : Roadway Acceptance - Deer Creek Ph. 3)

COWETA COUNTY

Zoning

To: **Coweta County Board of Commissioners**

From: **Angela White, Assistant Community Development Director**

Date: **4/12/2023**

RE: **Petition # REZONE 22-27**
Applicant: City of Hope (Benjamin Mays)
Requesting: Rezoning from RC (Rural Conservation) to C-4 (Commercial Service)
Location: SR 85, Senoia (4.13± acres)
Tax I.D. # 167-1315-001
1st District - Commissioner Poole

Request to Set Public Hearing on May 16, 2023

Rezoning Application
To Amend the Zoning Map of Coweta County

A PRE-SUBMITTAL MEETING SHALL BE SCHEDULEDNO LATER THAN ONE (1) WEEK PRIOR TO THE APPLICATION DEADLINE

Name of Application: Benjamin Mays

Address: 78 Crevest Court Sharpsburg Ga 30277

E-mail Address: Cityofhope01@gmail.com Phone #: 678 215 4497

Applicant's Representative: Same Phone #

Name of Property Owner(s) Philip G Swords, Matthew G Swords Lambert IV Living Trust Phone # 404 918 2573

Address: 195 Newhaven Dr Fayetteville GA 30215

Address of Property: Hwy 85 Senoia GA

Parcel Identification #: 167 1315 001

Present Zoning Classification: RRCC Requested Classification C-4

Present Use of Property and Structures Any There-On: Vacant land

Stated Use of Property: proposed funeral home

If requested zone change is to extend an existing adjacent zoning district over this property, explain why the proposed zoning change be made:

If this application is not for extension of an existing district, explain why this property should be placed in a different zoning district than all adjoining property (how does it differ from adjoining property and why should it be subject to different restrictions than those applying to adjoining property?)

Attachment: application (2) (13793 : REZ 22-27 City of Hope (Benjamin Mays))

The following documents shall be submitted to the Coweta County Community Development Department with each rezoning application. Pre-submittal meeting with zoning staff shall be scheduled prior to the application deadline:

(1) Completed applications signed and dated by all owners of subject property.
(2) If the applicant is not owner of property, a notarized statement must be submitted from property owner(s) giving the applicant the right to file rezoning application. Notarized Statement must identify proposed district by acreage, land district, tax reference number and street location. In addition, the statement must also mention what zoning classification the applicant is requesting and stated use.
(3) Disclosure Form signed and dated form the applicant(s) and all property owners(s).
(4) Written legal description providing the metes and bounds for the proposed district.
(5) Copy of Warranty Deed for subject property.
(6) Application Fee (see attached fee schedule).
(7) Conceptual Site Plan meeting the requirements under *Article 29* of the *Coweta County Zoning and Development Ordinance*. One (1) copy and an electronic file of plan in PDF or JPEG format shall be submitted to the Community Development.
(8) One (1) hard copy and an electronic version of a professional type rendering of structures to be placed on the site. The rendering shall depict the project in detail, sufficient for the public and the Commission to understand dimensions, location, nature and scope of the proposed development. There is no requirement that the rendering be in color or be drawn to exact scale.
(9) Corporate applicants shall submit the names and addresses of all members having ten percent or greater interest in the corporation.

I certify that I own the property described in this application or authorized by the owner or owners to file this application on their behalf:

Date: June 1, 2022 Signed By: _____
Print Name: BENJAMIN L. MAYS JR

Date: _____ Signed By: _____
Print Name: _____

Attachment: application (2) (13793 : REZ 22-27 City of Hope (Benjamin Mays))

COWETA COUNTY
COMMUNITY DEVELOPMENT

22 East Broad St.
Newnan, GA 30263
www.coweta.ga.us
770-254-2635

To: Coweta County Board of Commissioners

From: Lisa J. Eschman, Zoning Coordinator

Date: April 14, 2023

Subject: Rezoning Request
Applicant: Benjamin Mays (City of Hope)
Location: Hwy 85, Senoia
RC (Rural Conservation) to C-4 (Commercial Service District)
Petition #: REZONE 22-000027
Tax ID #: 167-1315-001
"1st "Commission District

The subject property has a total area of 4.13± acres located off SR 85, Senoia. The applicant requests to rezone the property from **RC (Rural Conservation)** to **C-4 (Commercial Service Retail)** for a funeral home facility with no crematory.

A funeral home is not a permitted use under the C-4 district; however, the use can be allowed with a conditional use permit. A conditional use permit has been filed under Petition # CONDUSE 22-007 and is scheduled for Board of Zoning Appeals Public Hearing on April 27, 2023.

The subject property is located along SR 85 which is classified as a minor arterial roadway in Coweta County and is a major transportation corridor for citizens traveling between Coweta and Fayette counties. The undeveloped site is situated among a primarily residential area except for an existing pocket of commercially zoned tracts which no longer have operable business operations or were never developed. The small commercial tracts adjoin the subject property to the south and consist of the **C-2 (Neighborhood Business)**, **C-3 (Commercial Retail District)**, and **C (Old Commercial)** zoning districts. Across SR 85 to the northwest, is a large, undeveloped tract located within the city limits of Senoia. The adjacent property to the north is the Peachtree Baptist Church campus, zoned **RC-CUP**. All other surrounding properties contain large tracts ranging from 5± to 100± acres, zoned **RC (Rural Conservation)**.

The conceptual site plan shows a 6,768 sq ft funeral home centrally located on the subject property. Stormwater detention is situated in the side yard at the northeast corner of the property. A total of seventy-six (76) parking spaces are proposed around the perimeter of the building. According to the rendering submitted with the application, the exterior building materials will be comprised of brick with stone accent, and wood columns.

Attachment: Staff Report REZONE 22-027 (13793 : REZ 22-27 City of Hope (Benjamin Mays))

The Community Development Zoning Department submits the following highlighted Factors of Review for consideration:

1. The subject property is located entirely within the Priority Development Character Area; therefore, the proposed land use is not generally consistent with the Comprehensive Plan.
2. The Priority Development Character Area focuses on residential uses with limited commercial services while supporting nearby neighborhood commercial activities outside this Character Area.
3. This proposed use is unique, and is in a location where commercial use is limited within the Priority Development Area.
4. The proposed C-4 zoning district does allow more intense uses and conditional uses than the intent of the Priority Development Character area.
5. Based on staff comments and recommended conditions, any adverse effect on public facilities must be mitigated and the responsibility of the developer/applicant.

Should the Board of Commissioners choose to approve this request, the Community Development Department submits the following conditions consideration:

1) The subject property shall be conditionally zoned to **C-4 (Commercial Service District)** for a funeral home facility with no crematory pending the approval of a Conditional Use Permit Request (CONDUSE 22-007).
2) The applicant should design a decel lane for this development and provide a sight distance profile for the potential access point. The proposed access must meet the sight distance profile distance looking left and GDOT access spacing for the posted speed limit of 55 MPH (350').
3) All applicable requirements of Development Review, Public Works/Engineering, Building, Fire Environmental Health and Water and Sewerage Authority shall be met.
4) The entire site shall be meet the all the requirements under Article 26. Quality Development Corridor District of the Coweta County Zoning and Development Ordinance.
5) The applicant shall comply with Coweta County Stormwater Management, Soil Erosion and Sedimentation Control and Wetlands Protection Ordinances. Runoff reduction practices meeting the current stormwater manual and Chapter 30, Article IV of the code of ordinances are required for this development and shall not be allowed in the bottom of the detention/retention pond.
6) A 50-ft buffer shall be planted along the northern and eastern property boundaries adjoining the RC zoning district and shall incorporate the landscape requirements under Article 25 & 26. A landscape plan shall be submitted and approved by the Community Development Department to ensure existing and/or planted materials provide appropriate screening and buffer of sound.
7) The applicant shall obtain a land disturbance permit within a 12-month period beginning the next business day following approval by the Board. If the applicant fails to do so, the Board may initiate rezoning of the property.
8) Lighting shall incorporate full cutoff fixtures so adjacent residential properties and roadways are not adversely affected, and to preclude glare onto or direct illumination of adjacent properties and streets.
9) Any signage must be reviewed and approved by the Community Development Department in accordance with the Coweta County Sign Ordinance.
10) Any business activity shall agree to work with the county in good faith to address any concerns, complaints related to odor, glare, noise, or similar objectionable features.

Attachment: Staff Report REZONE 22-027 (13793 : REZ 22-27 City of Hope (Benjamin Mays))

A brief description of staff comments regarding this request are as follows:

Public Safety

Fire:
Our division has no objection to granting this request.

Public Works

Engineering/Transportation:
If the rezoning is approved by the Board, Public Works would recommend the following condition:

1. The applicant shall comply with all requirements set by GDOT prior to issuance of a Certificate of Occupancy.

Georgia Department of Transportation:
The applicant should design a decel lane for this development and provide a sight distance profile for the potential access point. The proposed access must meet the sight distance profile distance looking left and GDOT access spacing for the posted speed limit of 55 MPH (350').

Utilities

Coweta Water and Sewerage:
Our division has no objections to granting this request.

Environmental Health:
No objection to the rezoning request. If sewer is not available an onsite wastewater permit will be required.

Community Development

Building Department:
Our division has no objection to granting this request.

Development Review:
After review of this application, conceptual site plan and elevations the Development office offers the following:

- The property to the east and north are currently zoned RC but appear to be owned by a church. Nevertheless, the change in zoning will require that a 50-ft buffer be established along those property lines. The conceptual site plan submitted with this application proposed parking within the easterly buffer.
- The building photo submitted with this application is not of a resolution that gives the detail needed to determine the exact materials proposed, however it appears to propose the architectural finish products, brick and stone which are both of a higher grade and at a higher percentage than what is required by the "commercial" architectural standards of Article 24.

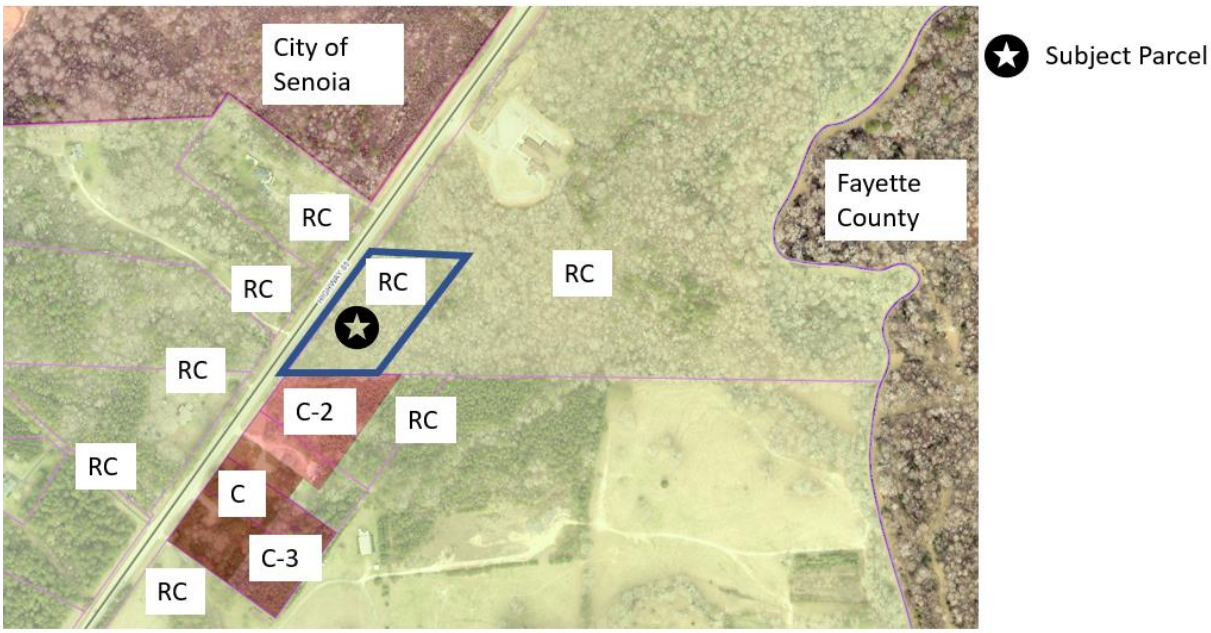
  If the Board should choose to approve the request, we would ask that they consider the following condition:

Attachment: Staff Report REZONE 22-027 (13793 : REZ 22-27 City of Hope (Benjamin Mays))

1. Runoff Reduction practices meeting the current stormwater manual and Article IV are required for this development but shall not be allowed in the bottom of the detention/retention pond.
2. The building design requirements of Section 246.1.5 of the Coweta County Development and Zoning Ordinance, the building's exterior finish design shall be substantially similar to the rendering submitted with the application as verified by the Community Development Director, including, roof pitch, and roof material, and the usage of individually laid brick and stone materials as cladding materials. (If the Board should choose to place QDCD conditions on this site that requirement can supersede this proposed condition)

Planner:

Zoning Map



The requested rezoning to a C-4 Conditional Use is not generally consistent with the Comprehensive Plan. The subject parcel is in the Priority Development character area where commercial use is limited; the character focuses on residential use and neighborhood commercial while supporting nearby commercial services outside the Priority Development Area.

The Comprehensive Plan lists neighborhood commercial in the predominant land use and Commercial Limited Services in the corresponding zoning. However, the proposed use is unique in that it is similar to local services seen in neighborhood commercial. Currently, the subject location is bordered by an existing pocket of commercial development to the south and civic use to its north.

Attachment: Staff Report REZONE 22-027 (13793 : REZ 22-27 City of Hope (Benjamin Mays))

If approved, discussion for the following items is encouraged:

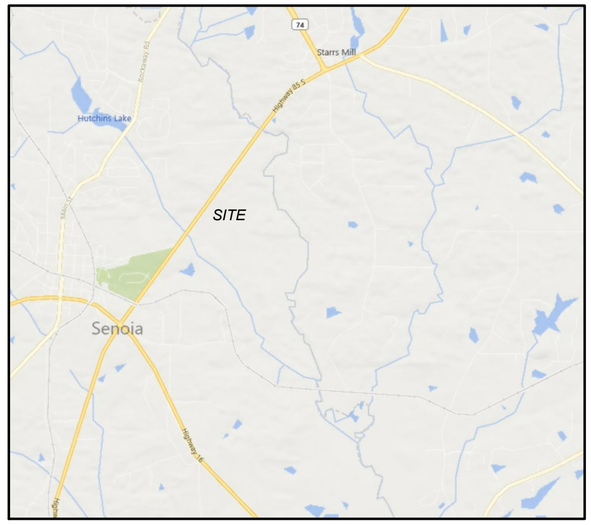
Ensure the conditional use only allows the proposed funeral home. This is due to the C-4 zoning allowing more intense uses and conditional uses than the intent of the Priority Development Character area.

The subject parcel is located entirely within the Priority Development character area defined in the Comprehensive Plan and the Character Area Map.

Priority Development residential areas are relatively compact, walkable places. Homes are oriented to the street, situated on smaller lots with shallow setbacks. In some cases, Priority Development Residential neighborhoods may be master-planned communities, such as Planned Development Projects (PDPs). These planned communities are meant to allow for innovative designs that may not fit within the confines of established zoning districts. PDP approvals are tied to project site plans, allowing for greater flexibility and administrative discretion. PDPs often integrate a mixture of housing types and sizes and limited commercial uses, open space, and recreation facilities.

The Public Hearing for this request is set for **Tuesday, May 16, 2023**.

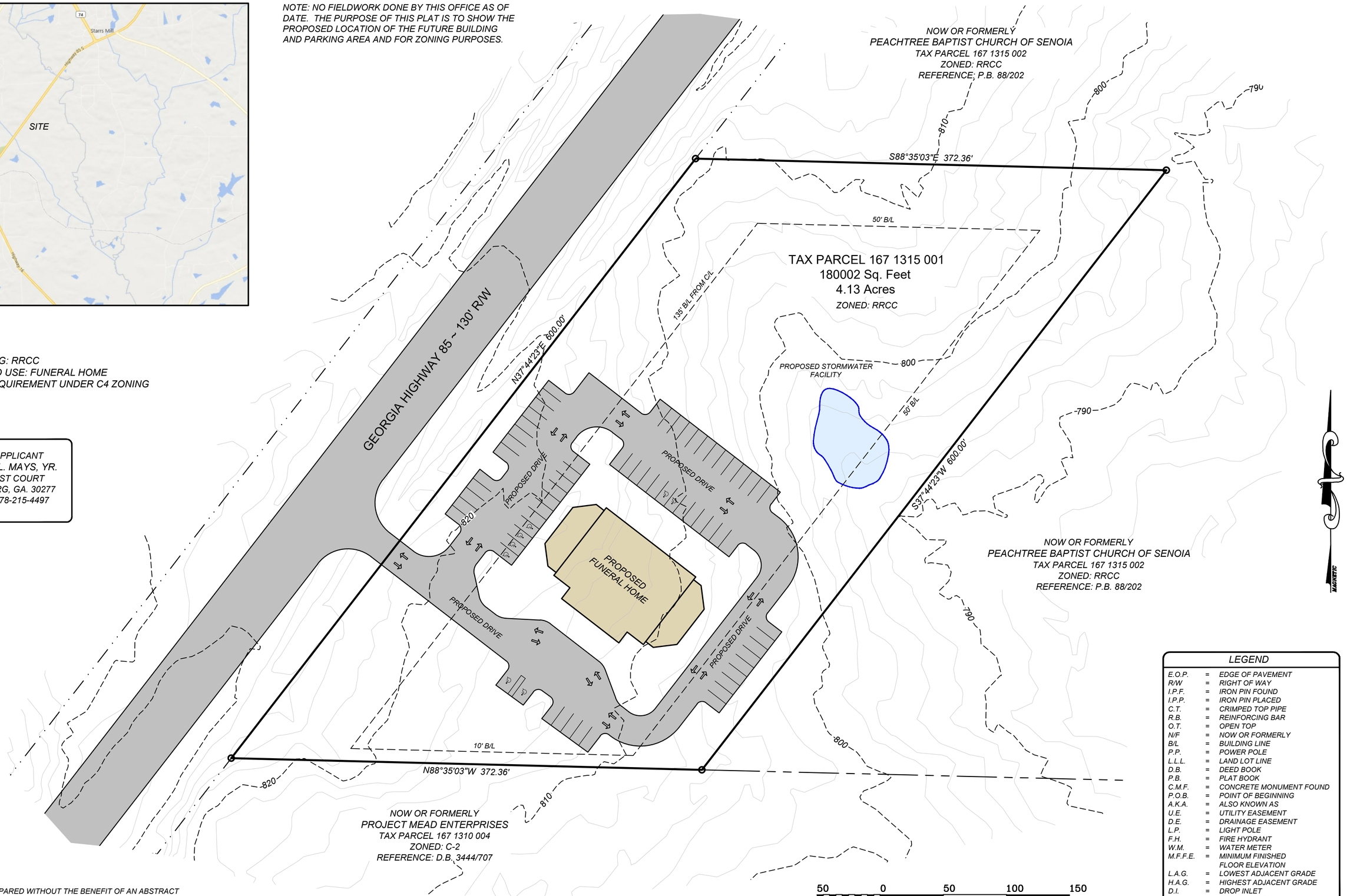
Attachment: Staff Report REZONE 22-027 (13793 : REZ 22-27 City of Hope (Benjamin Mays))



NOTE: NO FIELDWORK DONE BY THIS OFFICE AS OF DATE. THE PURPOSE OF THIS PLAT IS TO SHOW THE PROPOSED LOCATION OF THE FUTURE BUILDING AND PARKING AREA AND FOR ZONING PURPOSES.

CURRENT ZONING: RRCC
PROPOSED LAND USE: FUNERAL HOME
SPECIAL USE REQUIREMENT UNDER C4 ZONING

OWNER/APPLICANT
BENJAMIN L. MAYS, YR.
78 CREVEST COURT
SHARPSBURG, GA. 30277
PHONE # 678-215-4497



50 0 50 100 150
GRAPHIC SCALE – 1"=50'

LEGEND		
E.O.P.	=	EDGE OF PAVEMENT
R/W	=	RIGHT OF WAY
I.P.F.	=	IRON PIN FOUND
I.P.P.	=	IRON PIN PLACED
C.T.	=	CRIMPED TOP PIPE
R.B.	=	REINFORCING BAR
O.T.	=	OPEN TOP
N/F	=	NOW OR FORMERLY
B/L	=	BUILDING LINE
P.P.	=	POWER POLE
L.L.L.	=	LAND LOT LINE
D.B.	=	DEED BOOK
P.B.	=	PLAT BOOK
C.M.F.	=	CONCRETE MONUMENT FOUND
P.O.B.	=	POINT OF BEGINNING
A.K.A.	=	ALSO KNOWN AS
U.E.	=	UTILITY EASEMENT
D.E.	=	DRAINAGE EASEMENT
L.P.	=	LIGHT POLE
F.H.	=	FIRE HYDRANT
W.M.	=	WATER METER
M.F.F.E.	=	MINIMUM FINISHED FLOOR ELEVATION
L.A.G.	=	LOWEST ADJACENT GRADE
H.A.G.	=	HIGHEST ADJACENT GRADE
D.I.	=	DROP INLET
J.B.	=	JUNCTION BOX
C.B.	=	CATCH BASIN
T.B.M.	=	TEMPORARY BENCHMARK

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE; THEREFORE, THE UNDERSIGNED AND MCLAIN SURVEYING, INC., MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS.

DATE: MAY 10, 2022	ISSUE		
SCALE: 1"=50'	No.	DESCRIPTION	DATE
ACREAGE:			
CITY:			
DRAWN: TM			
CHECKED: RM			
PROJECT #: 22-173			

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

RANDY MCLAIN
GEORGIA R.L.S. #2703

CONCEPTUAL SITE PLAN FOR:

BENJAMIN L. MAYS, JR.

TAX PARCEL 167 1315 001
LAND LOT 311 - 1ST. DISTRICT
COWETA COUNTY, GEORGIA

GEORGIA REGISTERED No. 2703 LAND SURVEYOR RANDY McLAIN

McLAIN SURVEYING, INC.
LAND SURVEYING - LAND PLANNING - LAND DEVELOPMENT
6 MADISON STREET
NEWNAN, GEORGIA 30263
PHONE: 770-251-8523 - EMAIL: tmclain339@numail.org

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Attachment: Ga Highway 85 - Site Plan (13793 : REZ 22-27 City of Hope (Benjamin Mays))



Attachment: Hwy 85 building (13793 : REZ 22-27 City of Hope (Benjamin Mays))

EXHIBIT A

BK:4504 PG:629

(Land more commonly referred to as: 3867 Highway 85, Senoia, GA 30276; Map Code: 167 1315 001)

All that tract or parcel of land lying and being in Land Lot 311 of the 1st District, Coweta County, Georgia and being more particularly described as follows:
To find the TRUE POINT OF BEGINNING, being at 1 inch iron pipe found at the intersection of the easterly right-of-way line of Georgia Highway #85 (130 foot right-of-way) with the southern Land Lot line of Land Lot 311 said pipe being the TRUE POINT OF BEGINNING; run thence North 37 degrees 44 minutes 23 seconds East a distance of 600.00 feet to an iron pin set; run thence South 88 degrees 35 minutes 03 seconds East a distance of 372.36 feet to an iron pin set; run thence South 37 degrees 44 minutes 23 seconds West a distance of 600.00 feet to an iron pin set; run thence North 88 degrees 35 minutes 03 seconds West a distance of 372.36 feet to 1 inch iron pipe found and the TRUE POINT OF BEGINNING.
Said tract or parcel of land containing 4.132 and being identified as "out" on that certain plat of survey prepared by John R. Christopher, registered land surveyor, for Peachtree Baptist Church of Senoia, Inc., dated 05/10/2007 and revised 03/25/11, a copy of which is attached hereto as Exhibit "A-1" and incorporated herein by this reference.

Attachment: Hwy 85 legal (13793 : REZ 22-27 City of Hope (Benjamin Mays))

COWETA COUNTY

Transportation & Engineering

To: **Coweta County Board of Commissioners**

From: **Tod Handley, Public Works Director**

Date: **3/14/2023**

RE: **Closure of Driveway Access to Shenandoah Boulevard - 4th District**

Issue: Closure of Driveway Access to Shenandoah Boulevard

Discussion: The commercial properties that are located south of SR 34 between Shenandoah Boulevard and White Oak Creek are served by multiple driveways on SR 34 and one (1) driveway on Shenandoah Boulevard. The driveway that provides access to these properties from Shenandoah Boulevard has deteriorated significantly in several locations to the point that several large potholes have formed.

Public Works, Community Development, and Administration receive numerous calls concerning the driveway condition. The size and depth of the potholes causes drivers attempting to avoid the potholes to travel into the opposing travel lane. Drivers who do not recognize the presence of the potholes and hit them risk damage to their vehicles.

Notification letters have been sent to the property owners whose businesses are served by the driveway, and while an earlier effort at repairs was made, the condition of the driveway continues to deteriorate.

Until such time that the owners of the commercial developments that use this driveway can come together and make the necessary repairs, it is staff's recommendation that the driveway be closed at the Shenandoah Boulevard end.

Recommendation: Staff recommends that the driveway from Shenandoah Boulevard serving the commercial properties on the south side of SR 34 and east of Shenandoah Boulevard be closed at Shenandoah Boulevard until such time that the property owners make the necessary repairs to the driveway pavement structure.

COWETA COUNTY
BOARD OF COMMISSIONERS

Chairman, John Reidelbach, District 4
Paul Poole, District 1
Bill McKenzie, District 2
Bob Blackburn, District 3
Al Smith, District 5
Michael D. Fouts, County Administrator

February 6, 2023

<Property Owner>
<Address>
<City, State, ZIP>

RE: Private Ingress-Egress Easement

Dear Property Owner:

On behalf of the Coweta County Board of Commissioners, we are writing you to inform you that the private ingress-egress easement ("Easement") located off Shenandoah Boulevard adjacent to your property is currently unsafe and requires immediate maintenance. More specifically, the 40-foot Easement contains numerous severe cracks and potholes, presenting a hazard to the traveling public and causing unnecessary damage to vehicles.

In accordance with the Grant of Easement Rights recorded in the Coweta County Superior Court Records (Deed Book 984, Page 590), the parties shall be responsible for all maintenance of the Easement situated and lying on each party's respective real estate parcel. A copy of the recorded deed, plat, and an aerial photo illustrating the location of the access drive are enclosed for your reference.

Unless repairs are made immediately to address the current safety concerns, the Board of Commissioners will consider permanently barricading access to this ingress-egress easement from Shenandoah Boulevard at our Board meeting on March 21, 2023 at 6pm. The meeting is open to the public and will be held in the Commission Chambers located at 37 Perry Street, Newnan, Georgia 30263.

Thank you for your attention and assistance regarding this matter. Please contact the County Administrator, Michael Fouts, via email at mfouts@coweta.ga.us or by phone at 770.254.2601 if you have any questions.

Sincerely,

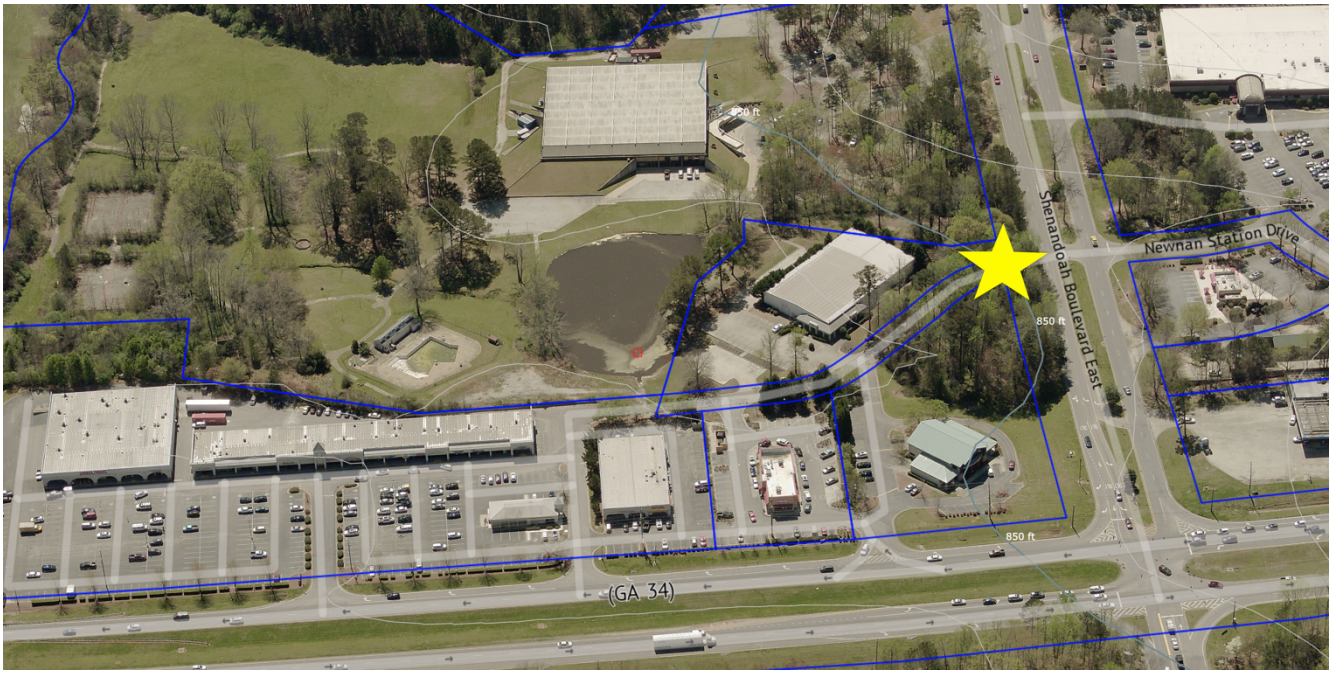
Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to

John Reidelbach
Chairman

Enclosures

Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to

40-Foot Private Ingress-Egress Easement – Aerial



Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to

BOOK 984 PAGE 588

FILED IN OFFICE
CLERK SUPERIOR COURT
95 DEC 14 PM 4:22
COWETA COUNTY, GA
DEBORAH GLOVER, CLERK

BOOK 984 PAGE 590

STATE OF GEORGIA

COUNTY OF COWETA

GRANT OF EASEMENT RIGHTS

This Agreement made and entered into this 14TH day of DECEMBER, 1995, by and between HOWARD P. PARKS, JR., JAMES VAN S. MOTTOLA, FORTUNA DINERS ENTERPRISE, INC., MAWAL, INC., THE MARVIN WILLIAMS CO., WALDROP & ASSOCIATES, INC. and MARVIN E. WILLIAMS;

WHEREAS, the Parties to this Agreement own parcels of real estate located in Coweta County, Georgia lying and being as shown on that certain plat recorded in Plat Book 61, page 86, Coweta County Superior Court Records; and

WHEREAS, said parcels have in common an INGRESS-EGRESS EASEMENT which crosses them connecting Georgia Highway #34 to the "WHITE OAK CENTER" as depicted on the aforesaid plat; and

WHEREAS, said INGRESS-EGRESS EASEMENT is designed for the common use and benefit of all of said parcels of real estate; and

WHEREAS, the Parties hereto desire to establish certain easement rights and other matters relating to said INGRESS-EGRESS EASEMENT;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), each paid to the other Parties hereto, the receipt and sufficiency of which is hereby acknowledged, and for other good and value consideration, including the mutual covenants herein contained, the Parties do hereby agreement as follows:

1.

Each Party to this Agreement hereby grants, conveys and assigns unto each and every other Party to this Agreement a non-exclusive, perpetual easement for the purpose of ingress and egress over, across and through the following described property, to wit:

Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to

~~BOOK 984 PAGE 589~~

All that tract or parcel of land lying and being in Land Lots 78 and 79 of the 5th District of Coweta County, Georgia and being that property shown and depicted as an Ingress-Egress Easement, consisting of Area "A", Area "B", Area "C" and Area "D", on that certain plat dated October 27, 1995, prepared by Larry J. Seabolt, Registered Land Surveyor, which plat is recorded at Plat Book 61, page 86, Coweta County Superior Court Records, which plat is made a part hereof by reference.

BOOK 984 PAGE 591

2.

The easement rights herein conveyed are for the benefit of the Parties to this Agreement, their customers, clients, guests and invitees, their heirs, successors and assigns, and such rights shall run with the title to the land as to all of said parcels of real estate.

3.

The Parties hereto agree that each party shall be responsible for all maintenance, including the costs thereof, to that portion of the **INGRESS-EGRESS EASEMENT** area situated and lying on each Party's respective real estate parcel as depicted on the aforesaid plat.

4.

Each Party hereto shall maintain, in full force and effect, for the benefit of every other Party hereto, liability insurance on its/his respective real estate parcel in an amount of coverage not less than $1,000,000.00.

5.

Each Party hereto shall timely pay all ad valorem taxes that become due on its/his respective real estate parcel.

6.

This Agreement contains the entire understanding of the Parties and nothing herein contained shall be modified without the written consent of all Parties hereto.

7.

This Agreement shall be governed by the laws of the State of Georgia.

Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to

~~BOOK 984 PAGE 590~~

BOOK 984 PAGE 592

WITNESS the hands and seals of the undersigned the date and year first above written.

Witness

Notary Public

HOWARD P. PARKS, JR.

Witness

Notary Public

JAMES VAN S. MOTTOLA

Witness

Notary Public

FORTUNA DINERS ENTERPRISE, INC.

BY:

Witness

Notary Public

My Commission Expires March 17, 1997

MAWAL, INC.

BY:

Witness

Notary Public

My Comm Expires 11/27/98

THE MARVIN WILLIAMS CO.

BY:

Witness

Notary Public

My Comm Expires 11/27/98

WALDROP & ASSOCIATES, INC.

BY:

Witness

Notary Public

My Comm Expires 11/27/98

Witness

Notary Public

My Comm Expires 11/27/98

MARVIN E. WILLIAMS

BOOK 984 PAGE 591

Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to

~~BOOK 984 PAGE 591~~

BOOK 984 PAGE 593

FILED IN OFFICE
CLERK SUPERIOR COURT
95 DEC 14 PM 4:23
COWETA COUNTY, GA
DEBORAH GLOVER, CLERK

CONSENT OF LIEN HOLDER

As to Area "A" as described in the foregoing, the undersigned secured Party hereby consents to the within and foregoing GRANT OF APPURTENANT RIGHTS and by its execution hereof, does hereby subordinate the lien of its Deed to Secure Debt of record in Deed Book 429, page 483, Coweta County Records, to said easement rights.

BANK OF COWETA
NEWNAN, GEORGIA

Witness

BY: _____ (SEAL)
Donald C. Phillips, President

ATTEST: _____
Theresa L. Davis,
Assistant Secretary

Notary Public

Notary Public, Coweta County, Georgia
My Commission Expires Dec. 3, 1999

Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to

BOOK ~~984 PAGE 594~~

BOOK 984 PAGE 594

FILED IN OFFICE
CLERK SUPERIOR COURT
95 DEC 14 PM 4:24
COWETA COUNTY, GA
DEBORAH GLOVER, CLERK

CONSENT OF LIEN HOLDER

As to Area "D" as described in the foregoing, the undersigned secured Party hereby consents to the within and foregoing GRANT OF APPURTENANT RIGHTS and by its execution hereof, does hereby subordinate the lien of its Deed to Secure Debt of record in Deed Book 526, page 540, Coweta County Records, to said easement rights.

AMERICAN FAMILY LIFE
ASSURANCE COMPANY OF
COLUMBUS, GEORGIA

Witness

BY: _____ (SEAL)

Notary Public

MY COMMISSION EXPIRES
OCTOBER 29, 1996

Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to

GEORGIA HWY. # 34 (R/W VARIES)

SHENANDOAH BLVD. (150' R/W)

BUFFER AREA

R/W

℄

SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY 10' B/W EASEMENT D.B. 511, PG. 439

EXIST. C&G

EXISTING DRIVEWAY

CONC ISL.

N85°36'56"E — 235.00'

155.00'

35.00'

16" D.I.P. WATER MAIN

APPROXIMATE LOCATION

20' COWETA COUNTY WATER LINE EASEMENT

30' POWER LINE / UTILITY EASEMENT

N45°11'42"W CH=68.70' ARC=72.39' R=65.00'

INGRESS EGRESS EASEMENT AREA 'A' 1867 S.F.

78

79

APPROX. L.L.L.

N85°45'30"E — 296.77'

S58°49'46"E-CH=22.43' ARC=23.26'-R=25.00'

157.00'

EXIST. C&G

PARKING

N85°45'30"E

188.72'

S04°18'34"E

24.00'

END OF EXISTING PAVING

AREA 'B' 2847 S.F.

EXISTING PAVING

157.00'

S85°45'30"W

CONCRETE PATIO

EXISTING BUILDING (UNDER CONSTRUCTION) (FLOWER DRUM RESTAURANT)

PLANTER AREA

EXIST. C&G

10.1'

N/F MOTTOLA, INC. PARKS & PG. 472 D.B. 429, PG. 86 P.B. 42,

N04°16'34"W — 287.81'

235.81'

N/F FORTUNA DINERS ENTERPRISE, INC. D.B. 924, PG. 354

N04°16'34"E — 264.54'

212.54'

EDGE OF PAVING

EXIST. C&G

139.77'

N45°56'48"E CH=15.62' ARC=16.43' R=15.00'

PARKING

PP

266.48'

127.78'

AREA 'C' - 3428 S.F.

EGRESS EASEMENT

FUTURE PAVING

127.75'

284.75'

N54°26'33"W — CH=15.62' ARC=16.43' — R=15.00'

PROPOSED BUILDING (SITE-WORK) (UNDER CONSTRUCTION)

N/F MAWAL, INC. AND THE MARVIN WILLIAMS CO. D.B. 635, PG. 62

EXISTING DRIVEWAY

EXIST. C&G

N85°45'30"E

28.00'

AREA 'D' 1599 S.F.

82.00'

44.00'

18.00'

DRIVEWAY

EXISTING

EXISTING BANK

S66°13'52"W

29.77'

S04°15'24"E — 237.93'

175.93'

30' POWER LINE / UTILITY EASEMENT

APPROXIMATE LOCATION

20' COWETA COUNTY WATER LINE EASEMENT

MAGNETIC

"WHITE OAK CENTER" N/F WALDROP & ASSOCIATES, INC. AND MARVIN E. WILLIAMS D.B. 750, PG. 146 D.B. 628, PG. 105

S74°11'21"W CH=86.64' ARC=87.13' R=306.86'

S80°31'00"W — 51.65'

20.61'

S82°36'15"W — 150.17'

150.68'

40' DRIVE EASEMENT

Conc. Flume

S22°16'52"W CH=21.71' ARC=22.27' R=26.59'

EXISTING BUILDING

NOTES

1. The purpose of this plat is to locate and define for the subject sites the inter-parcel access between the two existing D.O.T. approved driveway entrances onto Ga. Hwy. # 34.
   The Ingress-Egress Easement is shown where driveway is actually constructed or is under construction and will vary from the intended location shown on various previous plats.
2. Only construction work completed or proposed that is pertinent to the Ingress-Egress Easement has been shown on this plat. Other work has been completed or is under construction but is not shown for the purposes of this plat. Underground utility service lines exist and cross the Ingress-Egress Easement, but are not shown.
3. Overhead power / utility lines and the water main along Hwy. # 34 have been relocated due to recent construction, and are shown in the approximate current location

LEGEND

N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY
EXIST.	EXISTING
C & G	CURB AND GUTTER
S.F.	SQUARE FEET
AC.	ACRES
—W—	WATER LINE
—P—	POWER LINE
PP℄	POWER POLE
L.L.L.	LAND LOT LINE
IPF	IRON PIN FOUND
IPS	IRON PIN SET (1/2" REBAR)

GEORGIA REGISTERED NO. 2135 LAND SURVEYOR LARRY J. SEABOLT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF AT LEAST ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF ___ SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

FIELD INFORMATION WAS OBTAINED WITH ELECTRONIC EQUIPMENT, STEEL TAPE, AND THEODOLITE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN ____ FEET.

LARRY J. SEABOLT GEORGIA REGISTERED LAND SURVEYOR # 2135

NO.	REVISION	DATE

20' 10' 0' 20' 40' 60'

SCALE IN FEET

PLAT BOOK 61 PG. 86

INGRESS - EGRESS EASEMENT PLAT FOR

HOWARD P. PARKS, JR. AND JAMES VAN S. MOTTOLA
FORTUNA DINERS ENTERPRISE, INC.
MAWAL, INC. AND THE MARVIN WILLIAMS COMPANY
WALDROP & ASSOCIATES, INC. AND MARVIN E. WILLIAMS

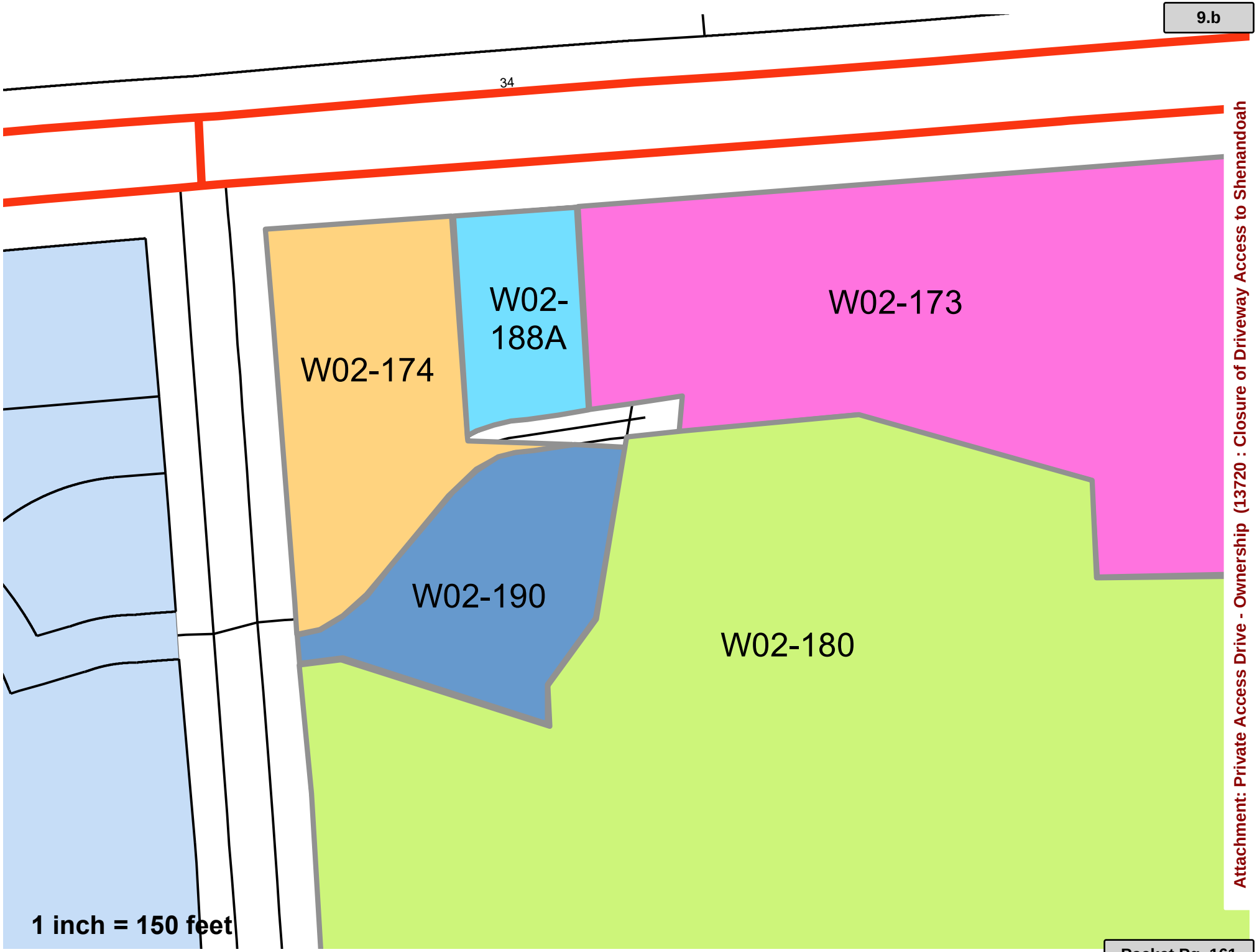
LOCATED IN LAND LOTS 78 & 79 - 5TH. DISTRICT CONVETA COUNTY, GEORGIA

DATE: OCTOBER 27, 1995 SCALE: 1" = 20'

SEABOLT & COMPANY, INC.
602 NORTH GLYNN STREET
FAYETTEVILLE, GEORGIA 30214
(404) 461-8969

FILED IN OFFICE
CLERK SUPERIOR COURT
95 NOV 17 AM 9:20
COWETA COUNTY, GA
DEBORAH GLOVER, CLERK

Attachment: 2023 Letter to Property Owners regarding Private Drive (Draft with Enclosures) (13720 : Closure of Driveway Access to Shenandoah Boulevard)



Attachment: Private Access Drive - Ownership (13720 : Closure of Driveway Access to Shenandoah

COWETA COUNTY

Administration

To: **Coweta County Board of Commissioners**

From: **Shannon Zerangue, County Clerk**

Date: **4/5/2023**

RE: **Request Appointments to Various Boards/Authorities**

Issue: Miscellaneous Board/Authority Appointments

Discussion: There are several Boards and Authorities that need appointments.

Recommendation: Staff recommends that the Board consider nominations and appointments to various boards/authorities.

COWETA COUNTY
BOARD OF COMMISSIONERS

TO: Michael Fouts

FROM: Shannon Zerangue

DATE: April 5, 2023

SUBJECT: Appointments to Boards/Authorities by District

The following is a list of expired or expiring appointments to various County Boards/Authorities:

1st District	- Development Authority of Coweta County	Rob Brass	04/03/2023
	- Public Facilities Authority	Ted Meeker	06/14/2023
5th District	- Department of Family and Children Services board of Directors	Cathryn Patterson	06/30/2023
At-Large	- Board of Trustees for the Salary Deferral Plan and Employee Matching Plan	Citizen Member # 2 (Vacant)	12/31/2023
	- Community Action for Improvement	Curtis Connally	06/30/2017 (resigned)
	- Department of Behavioral Health and Development Disabilities	Chandra Moore	06/30/2019 (final term)
	- Department of Family and Children Services Board of Directors	Steve Cothran Yolanda Colton	06/30/2022 06/30/2022

Transit:

- Coweta County Transit Technical Coordinating Committee (TTCC)
  Voting members:
  - One (1) representative from the Citizen Advisory Committee (CAC)

  Non-voting members:
  - One (1) representative from the Department of Human Services (DHS)

- Citizens Advisory Committee (CAC) (*for the 5311 Transit Program*)
  - One (1) representative from continuing education
  - One (1) representative from health care services
  - One (1) representative from industry

Attachment: Expiring Appointments.2023Apr05 (13776 : Board/Authority Appointments)

COWETA COUNTY

Transportation & Engineering

To: **Coweta County Board of Commissioners**

From: **Tod Handley, Public Works Director**

Date: **4/3/2023**

RE: **Purchase of Wetland Credits Associated with the International Park Connector Project (RB19.7)**

Issue: Purchase of Wetland Credits for the International Connector (RB19.7)

Discussion: The International Connector project will construct a new location roadway between International Park and the extension of Hollz Parkway, providing an alternate ingress/egress point to the Creekside Industrial Park and the Coweta County 911 Center. Currently, this industrial park has one point of access, and the roadway is susceptible to flooding during and immediately after heavy storm events. When roadway flooding occurs, access into and out of the industrial park is blocked.

The International Connector will provide an alternate route to access all of the properties within the industrial park and upon the extension of Hollz Parkway and the future Amlajack Interchange, will provide another access point to and from Interstate 85, relieving a portion of the truck traffic from SR 34.

The construction of the Connector will cross White Oak Creek using a bottomless arch culvert and will include the placement of fill into areas that have been identified as wetlands on the approaches to the creek crossing. A permit application for this crossing is being submitted to the US Army Corps of Engineers. The Corps of Engineers' permit process requires that the project owner purchase mitigation credits for any streams or wetlands that are impacted by the proposed project.

Staff solicited quotations from three (3) mitigation banks for the wetlands credits that are required for this project. Two (2) of the firms that were contacted provided quotations.

Mitigation Bank	Quoted Credit Price	Number of Credits Required	Total Cost
Magnolia Swamp	$ 70,000	3.3	$231,000

Flint River Mitigation	$150,000	3.28	$492,000

FINANCIAL IMPACT:

The purchase of the wetland credits will be funded from SPLOST

04/18/23 123456 · SPLOST ($231,000.00)

Recommendation: Staff recommends that the Board approve the purchase of 3.3 wetland credits from Magnolia Swamp Mitigation Bank at a total cost of $231,000 for the wetland impacts associated with the construction of the International Park Connector (RB19.7).

Magnolia Swamp, LLC
P.O. Box 746
Mt. Pleasant, South Carolina 29465-0746
Phone 843/388-6585 FAX 843/388-6580

MEMORANDUM

Date: **March 31, 2023**

To: **Mr. Thomas Handley, Coweta County Public Works**

From: **Ken Hance**

Re: **Mitigation Credits for International Park Connector**
Coweta County, GA

This is to confirm the current availability of 3.3 wetland credits in the Magnolia Swamp Mitigation Bank for compensatory mitigation associated with the above referenced project. Documentation of the purchase of mitigation credits will be provided upon receipt of a check in the amount of two hundred thirty one thousand ($231,000.00) dollars ($70,000.00 per wetland credit), payable to Magnolia Swamp, LLC, P.O. Box 746, Mt. Pleasant, SC 29465.

Please note that credits in the bank cannot be reserved, as credits are sold on a first come, first serve basis. Credit prices can be relied upon for a period of six months from the date of this correspondence.

Delivery Address:

1887 Clements Ferry Road
Charleston, South Carolina 29492

Attachment: Wetland Credit Quote 1 (13769 : Purchase of Wetland Credits for International Park Connector (RB19.7))

MITIGATION CREDIT SALES
5423 NORTH LAKE DRIVE
LAKE CITY, GA 30260

March 23, 2023

Tod Handley
70 Selt Road
Newnan, GA 30263

Project Name: International Park Connector
Subject: Wetland Credits Quote

Date of Quote	March 23,2023
Permitee USACE File No.	SAS-202X-XXXXX
Permitee	Tod Handley
County	Coweta
Watershed of Impact	Upper Flint, HUC 03130005
Stream Credits Needed	0
Price per stream credit	**$0.00**
Wetland Credits Needed	3.28
Price per wetland credit	**$150,000.00**
Total due if accepted	**$492,000.00**
Mitigation Bank	Flint River Mitigation, File# 200011730

Please contact me with any questions.

Kind regards,

Jennifer Miller

Jennifer Miller
Mitigation Credit Sales
5423 North Lake Drive
Lake City, GA 30260
jmiller@kabobs.com
678-794-1515

Attachment: Wetland Credit Quote 2 (13769 : Purchase of Wetland Credits for International Park Connector (RB19.7))

COWETA COUNTY

Transportation & Engineering

To: **Coweta County Board of Commissioners**

From: **Tod Handley, Public Works Director**

Date: **4/11/2023**

RE: **Bid Award Associated with Asphalt-Rubber Joint and Crack Seal on Various County Roads (RB23.10) - 2nd, 3rd, 4th, and 5th Districts**

Issue: Bid Award for 2023 Asphalt-Rubber Joint and Crack Seal on Various County Roads (RB23.10)

Discussion: Bids were solicited for the performance of Asphalt-Rubber Joint and Crack Seal on various County roadways (50.8± miles). This work includes filling and sealing cracks in existing pavements with a rubber asphalt mixture.

Bids were received from the following Contractors:

Remac, Inc.	$286,134.00
Deep South Industrial Services, Inc.	$346,422.81
~~LATE - Gordon Company, Inc.~~	~~$399,946.60~~

The bid from Gordon Company, Inc was received late and therefore excluded from consideration. Based upon the bids received, Remac provided the lowest and best bid in the amount of $286,134.00.

FINANCIAL IMPACT:

The project will be funded from SPLOST.

04/18/23 123456 · SPLOST **($286,134.00)**

Recommendation: Staff recommends that the Board retain Remac, Inc. to perform Asphalt-Rubber Joint and Crack Seal on various County roadways (RB23.10) at a total cost of $286,134.00.

2023 Ashpalt-Rubber Joint and Crack Seal on Various County Roads (RB23.10)				REMAC, INC.		DEEP SOUTH IND SER, INC.		GORDON COMPANY, INC.	
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
150-1000	TRAFFIC CONTROL	LS	1	22000	$ 22,000.00	25500	$ 25,500.00	20000	$ 20,000.00
407-0010	ASPHALT-RUBBER JOINT AND CRACK SEAL TYPE M	CLM	50.795	5200	$ 264,134.00	6318	$ 320,922.81	7480	$ 379,946.60
			TOTAL:		$ 286,134.00		$ 346,422.81		$ 399,946.60
			TOTAL/MILE:		$ 5,633.11		$ 6,820.02		$ 7,873.74

Attachment: 2023 Asphalt Rubber Joint Crack Seal Bid Summary (RB23.10) (13786 : 2023 Asphalt-Rubber

2023 West Side Crack Sealing Road List

Road Name	From	To	Length (Miles)	LF of Cracks Est For Roadway	Cracks per CL Mile (Estimated)	MAP
Local Roads						
COGGIN RD	Mt Carmel Road	Dead End	1.10	6,002	5,456	1
GLOVER CIR	Welcome Road	Welcome Road	0.53	3,731	7,040	2
GRIFFIN DR	Thigpen Road	Cul-de-sac	0.12	824	6,864	3
HOLBROOK RD	Smokey Road	Old Corinth Road	3.50	30,800	8,800	4
MARGARITA TRL	Mt Carmel Road	Dead End	0.54	3,707	6,864	5
MARTIN GIRLS RD	Thomas Powers Road	County Line	2.22	13,675	6,160	1
MCKOY RD	Welcome Road	Summers McKoy Road	1.00	4,752	4,752	6
MIKE POWERS RD	W Grantville Road	Beavers Road	1.80	11,405	6,336	7
MOODY FARM RD	Millard Farmer Road	Cul-de-sac	0.57	2,809	4,928	8
NORTH INDUSTRIAL RD	Weldon Road	Cul-de-sac	0.20	1,056	5,280	9
OLIVER POTTS RD	Hwy 70	Adcock Road	0.94	4,632	4,928	10
SMITH RD Section 2	Newton Road	Dead End	0.50	2,816	5,632	11
WALT CARMICHAEL RD	Sewell Mill Road	Hwy 70	1.70	14,212	8,360	10
Major Roads						
BETHLEHEM CHURCH RD	Allen Road	West Grantville Road	2.50	7,040	2,816	12
BOONE RD	Payton Road	Wagers Mill Road	1.42	14,245	10,032	5
BOONE RD	Wagers Mill Road	Welcome Sargent Road	1.90	12,038	6,336	5
BRIMER RD	SR 70	Jim Starr Road	2.50	19,580	7,832	10
COUNTRY CLUB RD	SR 70	US 29	2.43	30,219	12,426	13
SEWELL MILL ROAD	Old Carrolton Rd	SR 70	4.38	33,148	7,568	14
FRANK COOK RD	East Happy Valley Road	Edgeworth Road	0.50	6,556	13,112	15
JIM STARR RD	Happy Valley Circle	SR 70	2.50	19,580	7,832	16
MILLARD FARMER RD	Corinth Road	Old Corinth Road	2.75	18,876	6,864	17
PAYTON RD	Mt Carmel Road	Cliff Payton Cir	1.00	7,568	7,568	18
PAYTON RD	Cliff Payton Circle	Gravel Road Section	1.71	9,029	5,280	18
SMOKEY RD	Fire Station	Chandler Road	1.63	13,196	8,096	19
SMOKEY RD	Lamar Potts Road	Corinth Road	1.11	11,175	10,067	20
W GRANTVILLE RD	Corinth Road	Beavers Road	1.68	16,262	9,680	21
WELCOME RD	SR 34	Welcome-Sargent Road	2.49	24,103	9,680	22
WELCOME RD	Welcome-Sargent Road	Summers McCoy Road	3.04	25,682	8,448	23
WELCOME TO SARGENT RD	Welcome Road	Boone Road	1.61	14,194	8,800	24
FLAT ROCK RD	Bud Davis Road	Chattahoochee Bend St. Pk.	0.92	6,023	6,547	25
		Totals	50.795	388,936	7,657	

Attachment: 2023 Asphalt Rubber Joint Crack Seal Road List (RB23.10) (13786 : 2023 Asphalt-Rubber Joint & Crack Seal (RB23.10))

COWETA COUNTY

Transportation & Engineering

To: **Coweta County Board of Commissioners**

From: **Tod Handley, Public Works Director**

Date: **4/11/2023**

RE: **Bid Award Associated with 2023 Resurfacing of Various County Roadways (RB23.8) - 1st, 2nd, 3rd, 4th, and 5th Districts**

Issue: Bid award for pavement resurfacing via mill and inlay on various subdivision streets within the County

Discussion: Staff solicited bids for pavement resurfacing via mill and inlay on various subdivision streets (25.90± miles) within the county. Bids were received from the following two (2) Contractors:

CONTRACTOR	TOTAL BID
Summit Construction and Development, LLC	$7,456,194.60
C.W. Matthews Contracting Co., Inc.	$7,644,459.00

After review of the bids, Summit Construction and Development, LLC did not follow the bid package requirements and was subsequently rejected; therefore, C.W. Matthews Contracting Co., Inc. provided the only responsive bid for the project. Staff had estimated the project at $7.5 million and feels that C.W. Matthews' bid is in line with current market prices.

FINANCIAL IMPACT:

SPLOST budget will be reduced by $7,644,459.00

04/18/23 123456 · SPLOST **($7,644,459.00)**

Recommendation: Staff recommends that the Board retain C.W. Matthews Co., Inc. to perform mill and inlay resurfacing on various County roadways (RB23.8) at a total cost of $7,644,459.00.

	District	Road name	SUBDIVISION	From	To	Road Length		ESTIMATED PATCHING (TONS)	MAP
						Mile	LF		
METHOD 1	1	LAKE PARK CT	LAKE PARK	Lake Park Dr	Cul-de-sac	0.35	1,848	12	1
	1	ROCKLAND CT	ROCKY SHOALS	Rockland Dr	Cul-de-sac	0.24	1,267	13	2
	3	FENDLEY TRCE	MAPLE CREEK PLANTATION	Kory Dr	Cul-de-sac	0.12	634	0	30
	3	GREENFIELD WAY	MAPLE CREEK PLANTATION	Kory Dr	Cul-de-sac	0.25	1,320	0	30
	3	HARRIS TRL	MAPLE CREEK PLANTATION	Kory Dr	Cul-de-sac	0.2	1,056	7	30
	3	KENDALL ST	MAPLE CREEK PLANTATION	Maple Creek Dr	Cul-de-sac	0.5	2,640	0	30
	3	KORY DR	MAPLE CREEK PLANTATION	Buddy West Rd	Cul-de-sac	1.2	6,336	109	30
	3	MAGGIE PL	MAPLE CREEK PLANTATION	Maple Creek Dr	Cul-de-sac	0.2	1,056	0	30
	3	MAPLE CREEK DR	MAPLE CREEK PLANTATION	Buddy West Rd	Cul-de-sac	0.5	2,640	18	30
	3	SEALY LN	MAPLE CREEK PLANTATION	Greenfield Way	Cul-de-sac	0.08	422	0	30
	3	YATES CT	MAPLE CREEK PLANTATION	Kory Dr	Cul-de-sac	0.1	528	0	30
	4	HOUNDSTOOTH CT	CHESTERFIELD MANOR	Yorkshire Pl	Cul-de-sac	0.048	253	2	3
	4	MARLBORO CT	CHESTERFIELD MANOR	Yorkshire Pl	Cul-de-sac	0.057	301	2	3
	4	FIRST MANNASSAS WAY WEST	FALLING WATERS	Grand Junction	Cul-de-sac	0.1	528	11	4
	4	VICKSBURG TURN	FALLING WATERS	First Mannassas Way West	Cul-de-sac	0.1	528	8	4
	4	GRAND JUNCTION	FALLING WATERS	Andrew Bailey Rd	Cul-de-sac	0.6	3,168	12	4
	4	HELENA CT	FALLING WATERS	Grand Junction	Cul-de-sac	0.1	528	31	4
	4	FRONTIER RD	FRENCH VILLAGE	French Blvd	Cul-de-sac	0.4	2,112	7	5
	4	GASTON SQ	FRENCH VILLAGE	Frontier Rd	Cul-de-sac	0.053	280	0	5
	4	HARTFORD CT	FRENCH VILLAGE	Portage Ln	Cul-de-sac	0.026	137	3	5
	4	PARLOR CIR	FRENCH VILLAGE	Frontier Rd	Cul-de-sac	0.07	370	10	5
	4	PORTAGE LN	FRENCH VILLAGE	French Village Blvd	Cul-de-sac	0.16	845	0	5
	4	TOMAHAWK CT	INDIAN BLUFF	Tomahawk Dr	Cul-de-sac	0.056	296	0	6
	4	RETOUR WAY	LE PARADIS	Montpelier Pl	Cul-de-sac	0.03	158	0	7
	4	CRABAPPLE CT	PEACHTREE FARMS	Peachtree Lake Dr	Cul-de-sac	0.116	612	6	8
	4	PINE PL	PEACHTREE FARMS	Peachtree Lake Dr	Cul-de-sac	0.02	106	0	8
	4	PEACHTREE CT	PEACHTREE PLANTATION	Cul-de-sac	Cul-de-sac	0.2	1,056	12	9
	4	JEB STUART DR	WIDEWATER	Cul-de-sac	Dead End	0.435	2,297	11	10
	4	WOODS FORD RD	WOODS CROSSING	Minix Rd	Cul-de-sac	0.2	1,056	24	11
					Total Length =	**6.51**			
METHOD 2	1	LAKE PARK DR	LAKE PARK	Bob Smith Rd	Cul-de-sac	0.6	3,168	35	1
	1	OAKRIDGE DR	OAK RIDGE	Marion Beavers Rd	Cul-de-sac	0.648	3,421	0	12
	1	ROCKLAND TRL	ROCKY SHOALS	Rockland Dr	Cul-de-sac	0.4	2,112	0	2
	1	ROCKLAND WAY	ROCKY SHOALS	Rockland Trl	Cul-de-sac	0.16	845	8	2
	2	BOB O LINK DR	SMOKEY ACRES	Sweet Briar Rd	Briar Ridge Rd	0.2	1,056	3	14
	2	BRIAR RIDGE RD	SMOKEY ACRES	Smokey Rd	Sweet Briar Dr	0.36	1,901	4	14
	2	FESTIVA DR	SMOKEY ACRES	Briar Ridge Rd	Sweet Briar Dr	0.45	2,376	13	14
	2	MEADOW SWEET LN	SMOKEY ACRES	Smokey Rd	Briar Ridge Rd	0.23	1,214	7	14
	2	SWEETBRIAR RD	SMOKEY ACRES	Smokey Rd	Dead End	0.28	1,478	2	14
	2	VALLEY STREAM LN	SMOKEY ACRES	Briar Ridge Dr	Cul-de-sac	0.17	898	2	14
	2	FOREST PL	WOOD SMOKE	Smokey Rd	Cul-de-sac	0.28	1,478	5	15
	3	WOODCLIFF CT	ARBOR SPRINGS	Greenridge Way	Cul-de-sac	0.35	1,848	13	16
	3	SHEPARD WAY	LOCAL	Bagley Road	Dead End	0.3	1,584	33	17
	3	NORTH LAKE DR	POINTE NORTH	Cook Ln	Cul-de-sac	0.15	792	18	18
	3	COOK LN	POINTE NORTH	Tommy Lee Cook Rd	Dead End	0.15	792	0	18
	3	DRIFTWOOD CT	POINTE NORTH	Lake Ridge Rd	Cul-de-sac	0.15	792	0	18
	3	LAKE RIDGE RD	POINTE NORTH	Tommy Lee Cook Rd	Cul-de-sac	0.35	1,848	8	18
	3	FERNWOOD CT	TIMBERIDGE	Hillbrook Chase	Cul-de-sac	0.22	1,162	7	19
	3	HILLBROOK CHASE	TIMBERIDGE	Brittan Way	Cul-de-sac	0.53	2,798	11	19
	3	TIMBERIDGE DR	TIMBERIDGE	Hwy 29	Cul-de-sac	0.63	3,326	0	19
	4	WILLINGTON WAY	CHESTERFIELD MANOR	Lora Smith Rd	Cul-de-sac	0.433	2,286	25	3
	4	YORKSHIRE PL	CHESTERFIELD MANOR	Chesterfield Dr	Cul-de-sac	0.495	2,614	45	3
	4	COBBLESTONE CV	COBBLESTONE	Fischer Rd	Cul-de-sac	0.486	2,566	0	20
	4	CHICKASAW CIR	FALLING WATERS	Grand Junction	Cul-de-sac	0.2	1,056	0	4
	4	FIRST MANNASSAS WAY EAST	FALLING WATERS	Grand Junction	Cul-de-sac	0.3	1,584	12	4
	4	HOLLY SPRINGS	FALLING WATERS	Grand Junction	Cul-de-sac	0.2	1,056	7	4
	4	OXFORD PL	FALLING WATERS	Chickasaw Cir	Cul-de-sac	0.01	53	0	4
	4	SHILOH CT	FALLING WATERS	Holly Springs Rd	Cul-de-sac	0.01	53	4	4
	4	BRANDON LN	HOMESTEAD	Vaughn Rd	Cul-de-sac	0.5	2,640	17	21
	4	HAYDEN LN	HOMESTEAD	Vaughn Rd	Cul-de-sac	0.35	1,848	17	21
	4	BLACKFOOT TRL	INDIAN BLUFF	Tomahawk Dr	Tomahawk Dr	0.284	1,500	2	6
	4	CHEROKEE CT	INDIAN BLUFF	Indian Bluff	Cul-de-sac	0.067	354	1	6
	4	INDIAN BLUFF DR	INDIAN BLUFF	Fischer Rd	Cul-de-sac	0.516	2,724	0	6
	4	NAVAHO LN	INDIAN BLUFF	Indian Bluff	Tomahawk Dr	0.153	808	0	6
	4	TOMAHAWK DR	INDIAN BLUFF	Navaho Ct	Cul-de-sac	0.656	3,464	17	6
	4	MONTPELIER PL	LE PARADIS	Rosignol Dr	Cul-de-sac	0.083	438	0	7
	4	PETITE RUE	LE PARADIS	LaParadis Blvd	Cul-de-sac	0.08	422	0	7
	4	RENEE CIR	LE PARADIS	LaParadis Blvd	Cul-de-sac	0.05	264	2	7
	4	ROSIGNOL DR	LE PARADIS	LeParadis Blvd	Cul-de-sac	0.2	1,056	0	7
	4	RUISSEAU TURN	LE PARADIS	LaParadis Blvd	Cul-de-sac	0.1	528	0	7
	4	BUCK TRL	LEGACY ESTATES	Noah Dr	Cul-de-sac	0.21	1,109	0	22
	4	MARMAR LN	LEGACY ESTATES	Mary Lynn Ln	Cul-de-sac	0.13	686	4	22
	4	COTTONWOOD CIR	PEACHTREE FARMS	Peachtree Lake Dr	Cul-de-sac	0.05	264	2	8
	4	MAPLE TRL	PEACHTREE FARMS	Peachtree Lake Dr	Cul-de-sac	0.1	528	6	8
	4	PEACHTREE LAKE DR	PEACHTREE FARMS	Andrew Bailey Rd	Dead End	1.036	5,470	41	8
	4	SWEETBRIAR CT	PEACHTREE FARMS	Peachtree Lake Dr	Cul-de-sac	0.24	1,267	0	8
	4	DAISY PL	POINTE COMFORT	Baker Rd	Cul-de-sac	0.613	3,237	5	23
	4	HIGHLAND DR	TRAVIS ESTATES	Hwy 34	Cul-de-sac	0.305	1,610	7	24
	4	NORTHCREST	WHITE OAK	White Oak Dr	Cul-de-sac	0.755	3,986	26	25
	4	BLUE RDG	WIDEWATER	Widewater Dr	Jeb Stuart Dr	0.256	1,352	50	10
	4	GENERAL LEE	WIDEWATER	Widewater Dr	Jeb Stuart Dr	0.259	1,368	6	10
	4	NORTH WOODS RD	WOODS CROSSING	Woods Ford Rd	Cul-de-sac	0.3	1,584	33	11
	5	IRONWOOD CT	BUCKTHORN	Buckthorn Dr	Cul-de-sac	0.067	354	11	26
	5	LOG CT	BUCKTHORN	Logwood Ln	Cul-de-sac	0.053	280	3	26
	5	CEDAR LN N	PINE HILL ESTATES	Pine Knot Dr	Red Oak Dr	0.19	1,003	46	27
	5	PINE KNOT DR	PINE HILL ESTATES	Smokey Rd	Cedar Ln	0.12	634	0	27
	5	RED OAK DR	PINE HILL ESTATES	Cedar Ln	Willow Ct	0.12	634	0	27
	5	WILLOW CT	PINE HILL ESTATES	Red Oak Dr	Cul-de-sac	0.06	317	14	27
	5	BEECH ST	RED ACRES	Mulberry St	Walnut Dr	0.33	1,742	8	28
	5	MULBERRY ST	RED ACRES	Bittersweet Ln	R/R @ Hwy 16	0.35	1,848	12	28
	5	WALNUT DR	RED ACRES	Bittersweet Ln	Dead End	0.13	686	0	28
						17.46			
METHOD 3	1	MANOR CIR	OAK MANOR	Lassetter Rd	Lassetter Rd	0.478	2,524	22	29
	4	LAFAYETTE CT	HOMESTEAD	Andrew Bailey Rd	Cul-de-sac	0.121	639	0	21
	5	BUCKTHORN DR	BUCKTHORN	Forest Rd	Cul-de-sac	0.235	1,241	5	26
	5	LOGWOOD LN	BUCKTHORN	Forest Rd	Buckthorn Dr	0.147	776	2	26
	5	BLACK OAK DR	PINE HILL ESTATES	Willow Ct	Cedar Ln	0.12	634	7	27
	5	CEDAR LN E	PINE HILL ESTATES	Cedar Ln N	Cul-de-sac	0.1	528	0	27
	5	OAK CT	PINE HILL ESTATES	Black Oak Dr	Cul-de-sac	0.1	528	0	27
	5	BITTERSWEET LN	RED ACRES	Walnut Dr	Mulberry St	0.35	1,848	2	28
	5	LOBLOLLY DR	RED ACRES	Hwy 34	Dead End	0.28	1,478	0	28
						1.93			
TOTALS:						**25.90**			

Attachment: 2023 Mill and Inlay_RB23.8_Road List (13785 : 2023 Mill and Inlay (RB23.8))

2023 MILL AND INLAY ON VARIOUS ROADS (RB23.8)				SUMMIT		C.W. MATTHEWS	
Item Number	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
150-1000	TRAFFIC CONTROL	LS	1	$ 577,400.60	$ 577,400.60	$ 1,561,152.81	$ 1,561,152.81
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	309,709	$ 2.50	$ 774,272.50	$ 3.26	$ 1,009,651.34
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	1,019	$ 180.00	$ 183,420.00	$ 342.59	$ 349,099.21
402-3100	RECYCLED ASPH CONC 9.5MM S.P. @ 110 LB/SY, TYPE 1, INCL BITUM MATL & H LIME	TN	13,609	$ 138.00	$ 1,878,042.00	$ 109.83	$ 1,494,676.47
402-3130	RECYCLED ASPH CONC 12.5MM S.P. @ 165 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2,378	$ 135.00	$ 321,030.00	$ 109.09	$ 259,416.02
402-3130	RECYCLED ASPH CONC 12.5MM S.P. @ 220 LB/SY GP 2 ONLY, INCL BITUM MATL & H LIME	TN	11,240	$ 135.00	$ 1,517,400.00	$ 107.77	$ 1,211,334.80
402-3131	PERMA FLEX ASPHALTIC CONCRETE	TN	13,609	$ 145.00	$ 1,973,305.00	$ 115.14	$ 1,566,940.26
413-1000	TACK COAT	GL	22,707	$ 6.50	$ 147,595.50	$ 2.87	$ 65,169.09
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	3,326	$ 2.00	$ 6,652.00	$ 2.00	$ 6,652.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	3,326	$ 2.00	$ 6,652.00	$ 2.00	$ 6,652.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	1,575	$ 15.00	$ 23,625.00	$ 15.00	$ 23,625.00
611-8050	ADJUST MANHOLE TO GRADE	EA	34	$ 1,200.00	$ 40,800.00	$ 1,556.00	$ 52,904.00
610-0339	REPLACE CURB AND GUTTER	LF	100	$ 60.00	$ 6,000.00	$ 371.86	$ 37,186.00
					$ 7,456,194.60		$ 7,644,459.00

PRICE/MILE: $ 295,187.05

Attachment: 2023 Mill and Inlay_RB23.8_Bid Summary (13785 : 2023 Mill and Inlay (RB23.8))

COWETA COUNTY

Transportation & Engineering

To: **Coweta County Board of Commissioners**

From: **Tod Handley, Public Works Director**

Date: **4/12/2023**

RE: **Resolution Associated with Right-of-Way Acquisition for the Sullivan Road Widening and Improvement Project (RB16.13) - 4th District**

Issue: Right-of-Way Acquisition for Sullivan Road Widening and Improvement Project

Discussion: Right-of-way acquisition for the Sullivan Road Widening and Improvement Project is nearing completion. Acquisition of the necessary right-of-way and/or easements from the following parcel has not been completed because of unsuccessful negotiations or contact efforts with the property owner:

- Parcel 3: Winston (ROW area=95.37 square ft, Temp Easement = 188.15 square feet)

Condemnation of this parcel will be necessary in order for the project to move into the construction phase without additional delay.

Recommendation: Staff recommends that the Board execute a Condemnation Resolution for Parcel 3 associated with the Sullivan Road Widening and Improvement Project (RB16.13).

ORDER AND RESOLUTION
OF THE
BOARD OF COMMISSIONERS OF
COWETA COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Coweta County, Georgia has determined to construct certain road improvements on a part of the county road system of Coweta County, known and designated as the Sullivan Road Widening and Improvement Project, Project No. RB16.13; and

WHEREAS, in order to maintain the projected schedule of road construction of the county, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project;

Required R/W:	Parcel "3" 95.37 +/- square feet, Required R/W, Fee Title Acquisition and 188.15 +/- square feet, Required Temporary Easement as shown on plans attached hereto.
Attachments:	Appendix "A-1"
Owner(s):	Michael C. Winston
Secured interest holder(s):	Cardinal Financial Company, Limited Partnership

NOW, THEREFORE, it is found by the Board of Commissioners that the circumstances are such that it is necessary that the right of way, easements and access rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Board of Commissioners, through the Chairman and County Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the County Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Chairman of the Board of Commissioners is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

Attachment: CondemnationResolution.041223 (13792 : Right-of-Way Acquisition - Sullivan Road Widening and Improvement Project (RB16.13))

SO ORDERED AND RESOLVED in lawfully assembled open session, this 18th day of April, 2023.

_____
Chairman

_____

_____

_____

_____

Attest:

_____
Clerk

Attachment: CondemnationResolution.041223 (13792 : Right-of-Way Acquisition - Sullivan Road Widening and Improvement Project (RB16.13))

EXHIBIT "A"

IN THE SUPERIOR COURT OF COWETA COUNTY

STATE OF GEORGIA

COWETA COUNTY, GEORGIA	:	DOCKET NO. _____
	:	IN REM: CONDEMNATION
	:	
Petitioner	:	
vs.	:	95.37 +/- SQUARE FEET LYING AND
	:	BEING IN LAND LOT 17 OF
95.37 +/- SQUARE FEET OF LAND,	:	THE 5TH LAND DISTRICT, COWETA
FEE TITLE ACQUISITION AND 188.15	:	COUNTY, GEORGIA MORE
+/- TEMPORARY EASEMENTS and	:	PARTICULARLY DESCRIBED ON
MICHAEL C. WINSTON,	:	RIGHT OF WAY PLANS ENTITLED
and MORTGAGE ELECTRONIC	:	"PROPOSED RIGHT OF WAY PLAN
REGISTRATION SYSTEMS, INC, and	:	FOR SULLIVAN ROAD," PROJECT
CARDINAL FINANCIAL COMPANY,	:	NO. RB16.13 COWETA COUNTY,
LIMITED PARTNERSHIP	:	AS PARCEL 3, AND REQUIRED
and COWETA COUNTY TAX	:	TEMPORARY EASEMENTS DATED
COMMISSIONER, INDIVIDUALLY,	:	FEBRUARY 11, 2019 PREPARED BY
	:	AMERICAN ENGINEERS, INC. WHICH
Defendants	:	BY REFERENCE IS INCORPORATED
	:	HEREIN

DECLARATION OF TAKING

WHEREAS, the Board of Commissioners of Coweta County, Georgia has made and entered an order and resolution finding that the circumstances in connection with acquiring right of way to perform the "Sullivan Road Widening and Improvement Project" Project No. RB16.13 Coweta County are such that it is necessary to acquire the title, estate or interest in the lands as fully described in said order and resolution, a certified copy of which is attached to this Declaration identified as Appendix "A" to this Exhibit "A" and made a part hereof, under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19; and

Attachment: Declaration.041323 (13792 : Right-of-Way Acquisition - Sullivan Road Widening and Improvement Project (RB16.13))

WHEREAS, said right of way, easements and access rights, if any, are for public road purposes upon, across and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix "B" to the Exhibit "A" and made a part hereof; and

WHEREAS, the Board of Commissioners of Coweta County, Georgia has caused an investigation and report to be made by a competent land appraiser, upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the right of way, easements and access rights, if any, above referred to, a copy of the appraiser's sworn statement being attached hereto identified as Appendix "C" to this Exhibit "A" and made part hereof; and

WHEREAS, in consequence of the sworn statement, attached hereto as Appendix "C" to this Exhibit "A," the Board of Commissioners of Coweta County, Georgia estimate $700.00 as the just and adequate compensation to be paid for said right of way, easements and access rights, if any, as fully described in Appendix "A-1" of Appendix "A" of Exhibit "A" attached hereto, and now deposit said sum in the Court, to the use of the persons entitled hereto;

NOW, THEREFORE, the premises considered, the Board of Commissioners of Coweta County, Georgia under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the property or interest therein as described in Appendix "A-1" of Appendix "A" of Exhibit "A" attached to and a part of this Declaration, is taken for public road purposes.

This the 18th day of April, 2023.

_____

John Reidelbach
Chairman, Board of Commissioners
Coweta County, Georgia

Attachment: Declaration.041323 (13792 : Right-of-Way Acquisition - Sullivan Road Widening and Improvement Project (RB16.13))

COWETA COUNTY

Administration

To: **Coweta County Board of Commissioners**

From: **Michael Fouts, County Administrator**

Date: **4/14/2023**

RE: **Proposed Amendment to Chapter 10 Animal ordinance**

Issue: Proposed Amendments to Chapter 10. Animals of the Coweta County Code of Ordinances

Discussion: Chapter 10 of the Coweta County Code of Ordinances contains regulations regarding animals. The Animal ordinance was originally established in 2010 and amended in 2012 to comply with State law (Responsible Dog Owner Act).

Staff is recommending that the Board consider amending Chapter 10 – Animals to expand and clarify the regulations in accordance with State law and local operations.

A draft of the Animal ordinance amendment is attached for reference.

Recommendation: Staff is seeking the Board's direction regarding the proposed amendments to the Animal ordinance.

Chapter 10 ANIMAL SERVICES

ARTICLE I. IN GENERAL

Sec. 10-1. Short title.

This chapter may be cited as the "Coweta County Animal Services Ordinance."

Sec. 10-2. Purpose.

The purpose of the provisions of this chapter is to alleviate the potential for health hazards as they relate to the keeping of animals, and to provide a healthy atmosphere in which the citizens of the county may enjoy their prospective pursuits and rights in their individual properties.

Sec. 10-3. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means deserting or intending to give up absolutely any animal without providing adequate food, water, or sanitary shelter for 24 hours or longer.

Aggressive animal means an animal that attacks or fights with another animal excluding wild and exotic animals, outside of the property of the owner/keeper of the animal and causes severe injury or death to the other animal. An animal which is defending itself or its owner/keeper from attack shall not constitute an aggressive animal.

Animal means any description of vertebrate, excluding Homo Sapiens.

Animal services means the county animal services division or an animal services officer.

Animal establishment means any pet shop, kennel, grooming shop, auction, performing animal exhibition; any facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society or other nonprofit organization for the purpose of providing for and promoting the welfare, protection and humane treatment of animals; or other facility engaged in the handling of animals, excluding licensed veterinarians and veterinary clinics and hospitals.

Animal Services officer means an individual selected by a local government pursuant to the provisions of O.C.G.A. § 4-8-22(b) to aid in the administration and enforcement of the provisions of this chapter.

Animal shelter means any facility operated by any government entity for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

At large means any animal not lawfully on the owner/keeper's property or not under the immediate control of a competent person by way of leash or other similar restraining device. Voice command or use of audible signals or hand signals is not deemed to be sufficient control.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. Individual sales of animals by owners are not auctions.

Breeder means any person owning unaltered animals with the intent of selling the animal's offspring.

Cat means all members of the domestic feline family.

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

Commercial kennel means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals, excluding veterinarians, veterinary clinics and veterinary hospitals.

Community cat means an unowned, free-roaming cat that has been spayed or neutered, vaccinated and marked by surgical ear-tip pursuant to the community cat program. A community cat shall not be classified as a stray animal or stray cat.

Community cat program means a comprehensive process whereby unowned free-roaming cats are captured humanely, transported to a veterinarian for evaluation, spay/neuter surgery, rabies vaccination and marking by surgical ear-tip, and returned to the area or location where the cat was captured.

Cruelty means every act, omission or neglect whereby unjustifiable pain, suffering, maiming or death may be caused or permitted to any animal.

Dangerous dog means any dog that, according to the records of an appropriate authority:

(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this definition; or

(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this definition; or

(3) While off the owner's property, kills a pet animal; provided, however, that this definition shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Dog means any member of the canine genus.

Dog control. See *Animal Services officer*.

Domestic animal means any normal household pet, such as but not limited to, dogs, cats, nonnative birds, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish, small nonvenomous reptiles or nonvenomous snakes.

Feral cat means an abandoned, lost or unowned cat, other than a community cat, left to fend for itself and the offspring of such cat.

Free roaming cat means any feral, stray or unowned cat.

Fowl means any warm-blooded, feathered, flying or non-flying animal.

Health officer means the department of public health of the county or their authorized representative.

Humane manner means care of an animal to include, but not be limited to, adequate heat, ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

Humane euthanasia means the destruction of an animal by a method which causes the animal a minimal pain and suffering and is approved by the American Veterinary Medical Association.

Humane society means any nonprofit organization duly registered with the Department of Agriculture existing for the purpose of prevention of cruelty to animals.

Keeper means any person who:

1. Has temporarily accepted and been temporarily provided by the owner of an animal right of property in that animal or
2. Agrees to temporarily keep or harbor an animal for the owner or temporarily agree to have the animal in his or her care for the owner.

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

Licensing authority means the agency or department of the county, or any designated representative thereof charged with administering the issuance and/or revocation of permits and licenses under the provisions of this chapter.

Livestock means any animal that has hooves.

Neutered means any male that has been surgically sterilized.

Nuisance means an animal shall be considered a nuisance if it:

1. Damages, soils, defiles or defecates on private property (other than the property of the owner of the animal), or public property and recreational areas;
2. Causes unsanitary, dangerous, or offensive conditions;
3. Causes a disturbance by excessive barking or other noise making;
4. Attacks or interferes with persons on public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or responsible person; or
5. Chases vehicles or attacks other animals.

Owner means any natural person or any legal entity including, but not limited to, a corporation, partnership, firm or trust owning, possessing, harboring, keeping, or having custody or control of an animal or fowl within this state. An animal shall be deemed to be harbored if it is fed and/or sheltered for three (3) consecutive days or more. In the case of an animal owned by a minor, the term 'owner' includes the parents or person in custody of the minor. The term owner shall also include a custodian as defined in O.C.G.A. § 4-8-4.

Performing animal exhibition means any spectacle, display, act, or event other than circuses in which performing animals are used.

Pet means any domestic animal kept for companionship, excluding livestock.

Private kennel means any person, excluding commercial kennels, pet shops, and veterinary clinics or hospitals, who keeps, harbors, or knowingly permits to remain on or about his premises more than five dogs or five cats or more than a combination of five dogs and cats over four months of age.

Proper enclosure means any enclosure for keeping an aggressive animal, dangerous dog, or vicious dog while on the owner's property. The dog shall be securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide the dog protection from the elements.

Public place means any place where the conduct involved may reasonably be expected to be viewed by people other than members of the actor's family or household.

Rabies Certificate means a certificate issued at the time of vaccination of a dog, cat, or ferret, which certificate shall bear thereon the signature of a licensed veterinarian; the license number; the name, color, breed, and sex of the dog or cat; the name and address of the dog's or cat's owner; and the date of the vaccination.

Rabies Vaccination means the injection by an authorized person of a specified dose of anti-rabic (rabies) vaccine into the body of a dog, cat, or ferret which vaccine shall have the U.S. government license number approval stamp on the label of the vaccine container.

Records of an appropriate authority mean the records of any state, county, or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; records of any federal, state or local court; or records of an Animal Services Officer provided for in this chapter.

Rescue groups. See *Humane society.*

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

Responsible Dog Ownership Law as provided for in O.C.G.A. § 4-8-20 et seq. and in article VII of this chapter.

Responsible person means any accountable human being.

Restraint. See *Under control*.

Sanitary Conditions mean any animal living space, shelter, or exercise area that is not contaminated by health hazards, irritants, pollutants, dangerous items, or conditions that endanger or pose a risk to an animal's health,

Serious injury means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death.

Service Animal means any canine that is trained to perform a task related to a person's disability, it is a service animal under the ADA. For example:

1. If the canine has been trained to sense that an anxiety attack is about to happen and take a specific action to help avoid the attack or lessen its impact, the canine is a service animal.
2. If the canine's mere presence provides comfort (emotional support), it is not a service animal under the ADA

Spayed means any female which has been surgically sterilized.

Stray cat means any cat at large, other than a community cat, whether lost by its owner or otherwise, that may be in or on the common areas of apartments, condominiums, trailer parks or other multi-residential premises, any single-family residential property, or any other property or public area without being controlled by its owner, and that does not have an identification tag or microchip, or otherwise has no identifiable owner.

Under control means any animal shall be considered under control if it is confined by fence, pen, cage, trolley system, or secure enclosure on the premises of its owner or is secured by a leash when not confined or off the premises of the owner. When secured by leash, the animal must be under the direct control of a person of sufficient size and maturity to restrain the animal from trespassing or causing injury, death, or damage to property.

Unowned cat means a cat, other than a community cat, that is found on the property of a natural person or legal entity disclaiming ownership of the cat, and the cat has no microchip or other traceable form of identification.

Veterinarian means any person who holds a license to practice the profession of veterinary medicine in the state.

Veterinary clinic or hospital means a clinic or hospital operated by a licensed veterinarian.

Vicious animal means ~~a~~ny animal that:

1. Bites or attempts to bite indiscriminately;
2. Has been involved in more than one biting incident; or
3. Is, in the opinion of an agent of the Animal Services Authority, a potential danger to persons or property

Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

Wild and exotic animals mean any untamed animal living in its natural habitat. Wild and exotic animals are not regulated by this code of ordinances.

Sec. 10-5. Adoption of chapter by municipalities within county boundaries.

In accordance with state law, Coweta County may enter into agreements with the municipalities located within the territorial limits of the county to provide animal control services within the corporate limits of such municipality.

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

Pursuant to such agreement, any municipality in the county may adopt this chapter. Any municipality adopting this chapter must authorize enforcement by the Coweta County Animal Services. Municipal ordinances must provide that the incorporated areas shall be subject to the fees charged by animal services and that all fees charged by the Coweta County Animal Services shall be retained by the county to defray the costs.

Secs. 10-6.—10-30. Reserved.

ARTICLE II. ANIMAL CONTROL GENERALLY

Sec. 10-31. Enforcement responsibility.

The animal services operate under the Coweta County Board of Commissioners and is under the direction of the director of the corrections division or their designee and shall be responsible for:

1. Ensuring that all animals in the county or city that has adopted the county ordinance and has a signed agreement with the county for animal services are duly licensed and are inoculated against rabies as required by this chapter.

2. Cooperating with the county health officer or the Georgia Department of Agriculture, animal protection investigators in the enforcement of the laws of the state with regards to animals, the vaccinations of dogs and cats against rabies, and the disposition of animals found to be kept in violation of this article or the laws of the State of Georgia or federal law.

3. Investigating all complaints with regard to dogs, cats and other animals based upon written and signed complaint by a person willing to testify in cases that may be heard in the appropriate court. In case of animal cruelty the animal control officer may investigate based upon what he feels is reliable anonymous information without requiring a written complaint from the person reporting the alleged animal cruelty.

4. Obtaining a search warrant to enter any premises upon which there is probable cause to believe that a violation of this chapter exists. With the search warrant, the animal control officer may enter the premises to examine and take custody of animals whenever the animal control officer determines that the action is appropriate to achieve the purpose of this chapter.

5. Pursuit of animals. In exigent circumstances the animal control officer shall be authorized to follow and enter upon any enclosure or lot, public or private, within the county when the animal control officer has probable cause to believe that an animal is rabid, abused, neglected, aggressive, dangerous, vicious, or an imminent threat to the health, welfare or safety of the general public, and to take custody of the animal, when appropriate, to achieve the purpose of this chapter.

6. Health and animal protection regulations incorporated. All rules and regulations of the county board of health and the Georgia Department of Human Resources and the Georgia Department of Agriculture - Animal Protection Division presently existing or as adopted in the future are incorporated herein by reference as though fully set forth herein.

Sec. 10-32. Interference.

No person shall interfere with, hinder, or prevent animal services or any other officer in the performance of his or her duty or to seek to release any animal in the custody of animal services, except as otherwise specifically provided in this chapter.

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

Sec. 10-33. Right of entry.

(a) The animal services officers and other enforcement officers of the county are hereby authorized to enter upon any private premises or parcel of land for the purpose of investigating, impounding, inspecting, or seizing any animal found to be in violation of this chapter.

(b) Animal services may use any force necessary to remove any animal locked in a closed vehicle. The operator of the vehicle may be charged with cruelty to animals. No injunction or action may be placed against animal services or its officers for this action.

Sec. 10-34. Equipment.

Animal services is authorized to employ any equipment it deems necessary to enforce the provisions of this chapter, including, but not limited to, humane wire box traps; and animal services may, subject to conditions it may determine, lend such traps or other equipment to private persons for the purpose of preventing nuisances resulting from animals running at large.

Sec. 10-35. Wildlife.

All complaints and matters concerning wild animals not of a domestic nature and complaints involving game animals or protected species and/or hunting, shall be forwarded to the Georgia Department of Natural Resources, Game and Fish Division or the U.S. Department of Agriculture, Law Enforcement Division, for proper disposition, i.e., compliance, apprehension, control and/or enforcement, as may be necessary and as provided by state and federal rules and regulations.

Sec. 10-36. Dead animals.

(a) Animal services officers are authorized to remove dead animals from public property.

(b) Carcasses on private property must be disposed of by the animal or property owner or keeper in accordance with state laws and regulations. The animal or property owner or keeper shall not allow under any circumstances, a dead animal to remain outdoors on their property for more than 24 hours unless buried. It shall be unlawful for any person to dispose of a dead animal, its parts, or blood on the land of another without the permission of the owner of the land. It shall be unlawful for any person to dispose of a dead animal in a well or open pit of any kind, on private or public land. All dead livestock, including horses, cattle and any other large animal must be disposed of by the animal owner or property owner/possessor in accordance with state and local regulations.

Sec. 10-37. Animals or fowl as prizes forbidden.

It shall be unlawful to offer as a prize or give away any live animal or fowl in any contest, raffle, lottery, or as enticement for fund raising or for entry into any place of business.

Sec. 10-38. Penalties for violations.

Any person who violates any provision of this chapter shall be guilty of a misdemeanor and punished as provided in Section 1-15. - General Penalty of the Code of Ordinances. Each violation of the provisions of this chapter shall constitute a separate offense.

Sec. 10-39. Summons.

Animal Services Officers, Code Enforcement Officers, and Deputies of the county Sheriff's office are hereby authorized to issue a summons to any person for violations of any provision of this chapter. This summons shall be in a form approved by the county magistrate court, shall designate the offense charged, and shall require the

person so charged to appear before the county magistrate court on a date certain to answer the charges therein contained.

Secs. 10-40.—10-55. Reserved.

ARTICLE III. RABIES VACCINATION

Sec. 10-56. Rabies vaccination required.

No person shall own, keep, or harbor any dog, cat, or ferret within the county unless such dog, cat, or ferret is vaccinated against rabies.

Sec. 10-57. Rabies vaccination.

(a) All dogs, cats, and ferrets over three (3) months of age within the county shall be vaccinated against rabies by a licensed veterinarian, who will issue to the owner a durable metal tag and a certificate of vaccination.

(b) A dog, cat, or ferret less than three (3) months of age shall not be required to be vaccinated as is otherwise required by subsection (a) of this section, but such dog, cat, or ferret must be confined to its owner's premises until it has been vaccinated.

(c) It shall be the duty of all persons owning or having charge of any dog, cat, or ferret brought into the county from outside the county to have the animal vaccinated and to obtain a vaccination certificate and metal tag within fourteen (14) days from the date of entry; however, when the owner or person having charge of such a dog, cat, or ferret produces evidence satisfactory to the county's animal services officer that the ~~dog~~ animal has been vaccinated by a person duly licensed to practice veterinary medicine, the ~~dog or cat~~ animal shall not be required to be vaccinated again until the most recent vaccination expires.

(e) All animals required to be vaccinated under this section shall be vaccinated only by a licensed veterinarian using rabies vaccine approved by the applicable state agencies. An owner or person having charge of such animal may request a three-year vaccination be administered. In the judgment of the veterinarian, the animal may be vaccinated with a one-year or three-year vaccine. The rabies vaccination certificate issued by the veterinarian must state the expiration of the vaccination period. The rabies certificate issued will reflect the expiration year certified by the veterinarian but in no case shall this be more than three (3) years from the date of vaccination.

(f) Animal services may adopt such other rabies control regulations as it deems necessary for the protection of the public health and safety.

Sec. 10-58. Vaccination clinics.

The county department of public health may conduct clinics for the vaccination of dogs and cats against rabies, when an epidemic of rabies has been declared by the state department of epidemiology. A notice of the place and time thereof shall be posted prior to the event. In addition to the place and time, the notice shall state:

"All dogs and cats not previously vaccinated during the year will, if brought to the vaccination clinics, be vaccinated against rabies and a suitably numbered tag and certificate furnished, at a cost per dog or cat, the tag to be attached to the dog's or cat's collar or harness and a certificate given the owner or custodian of the dog or cat. Any owner or custodian of any dog or cat not previously vaccinated by an authorized veterinarian who does not bring his/her dog or cat to be vaccinated against rabies at the clinic held for such purpose shall be subject to have the animal impounded and to be prosecuted for violation of law."

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Sec. 10-59. Health regulations incorporated.

All rules and regulations of the county board of health and the state department of human resources presently existing or as adopted in the future pertaining to rabies control and vaccination are incorporated in this article by reference as though fully set forth herein.

Sec. 10-60. Misuse of tag.

It shall be unlawful for any person to attach a vaccination or license tag to any dog, cat, or ferret for which it is not issued, or to remove a vaccination or license tag or collar from any dog, cat, or ferret without the consent of its owner or custodian.

Sec. 10-61. Rabies vaccination required for reclaim of an animal.

An owner reclaiming an animal ~~four (4)~~ three (3) months of age or older from the animal shelter shall present proof of a current rabies vaccination at time of reclaim. If proof is unavailable, owner will provide proof within seven (7) days of reclaim or a citation shall be issued for violation of this section.

Sec. 10-62. Rabid animals or animals suspected of having rabies.

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(a) Every veterinarian shall report promptly to the department of public health and animal services all cases of rabies in animals treated by such veterinarian, giving the names and addresses of the owner of any animals bitten by such rabid animal, so far as known.

(b) Any person who knows that an animal, domestic or wild, is rabid or suspects an animal of having rabies, or knows that an animal has been bitten by a rabid animal, shall promptly report such information to the department of public health and animal services.

(c) It shall be the duty of the owner, the department of public health, physicians, hospitals, or other persons or agencies gaining information that any domestic animal or person has been bitten or is probably infected with rabies to notify animal services, which will impound the animal where the animal shall be held for observation for such period of time as may be reasonably necessary to determine whether the animal is infected with rabies.

Sec. 10-63. Heads of rabid animals to be submitted for examination.

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The heads of all animals having had rabies, or which were suspected of having had rabies at the time of their deaths shall be submitted to the department of public health for examination. These specimens will be collected and delivered to the proper authorities by the department of public health.

Secs. 10-64—10-80. Reserved

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ARTICLE IV. CONFINEMENT AND RESTRAINT

Sec. 10-81. Confinement of animals generally.

(a) *Confinement of dogs generally.* An owner of a dog shall confine such dog:

1. Within an adequate fence or enclosure of sufficient height and construction to prevent the dog from escaping by jumping, digging or any other means, provided such fence or enclosure shall be at least twice as high as the dog measured from the ground to the top of the dog's head when standing on all paws but not more than six (6) feet in height;

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2. Within a house, garage, or other building, with adequate ventilation and fresh air to avoid overheating or cold;
3. On a running cable line or trolley system and only one animal may be attached to each running cable or trolley system; no animal may be attached to a running cable line or trolley system for more than four (4) hours in a 24-hour period. No animal may be attached to a running cable line or trolley system between the hours of 10:00 p.m. and 6:00 a.m. Dogs on running cables must have access to adequate shelter, food, and water as required in this chapter;
4. It shall be unlawful for the owner or person in control of a dog to restrain any dog by means of a tether, chain, cable, rope, leash, or cord which is attached to a fixed object or staked to the ground.

(b) *Control of dogs when off owner's premises.* When a dog is off the premises of the owner, the dog must be controlled by means of a leash. The leash shall not be more than six (6) feet in length and the dog shall be under the immediate control of a competent person, who must be at least 14 years of age, of sufficient size and strength to maintain control of the dog.

(c) *Preventing animals from becoming a danger or from trespassing.* An owner of an animal, whether vaccinated or not vaccinated, shall prevent such dog or cat from becoming a danger to persons or property at any location or trespassing upon another person's property.

(d) *Preventing animals from running at large.* An owner of an animal, whether vaccinated or not vaccinated, shall prevent such dog from running at large upon the streets, sidewalks, alleys, parks, or public places in the county or on the property of another.

(e) *Impoundment/confinement of animals which attack without provocation.* An animal, whether vaccinated or not vaccinated, not under control as provided in this chapter which attacks or attempts to attack, without provocation, a human being or domestic animal is hereby declared a nuisance and may be impounded pursuant to the provisions of this chapter by animal services pending court order.

(g) *Confinement of female dogs or cats in heat.* Every female dog or cat in heat shall be kept confined in a building or secure enclosure or in a veterinary clinic or hospital or in a kennel in such a manner that such female dog or cat cannot come into contact with another dog or cat. An exception to this requirement is authorized for intentional breeding purposes but only with a permit issued by animal services as required by section 10-87 of this chapter.

(h) *Entrance into food establishment prohibited; exception.* It shall be unlawful for any owner to allow such owner's animal to enter any food store, restaurant, or place where food is exhibited for sale except those animals certified as a service animal or law enforcement animals.

(i) *Fowl, livestock, etc., prohibited from running at large.* It shall be unlawful for any owner of any fowl, livestock, or any other type of animal within the county to permit such animal to run at large or be a menace or nuisance to such person's neighbors or the public in general.

Sec. 10-82. Breeding of animals.

(a) The board of commissioners deems it in the best interest of the county to encourage pet owners to spay and neuter their pets to control the production of unwanted animals, to encourage the adoption of available animals from the county's shelter and to promote the health and wellbeing of our citizens and their pets.

(b) The animal owner must comply with all state laws regulating animal breeding.

Moved up [1]: Sec. 10-82. Rabid animals or ar suspected of having rabies.¶
(a) Every veterinarian shall report promptly to t department of public health and animal services of rabies in animals treated by such veterinarian the names and addresses of the owner of any ar bitten by such rabid animal, so far as known. ¶
(b) Any person who knows that an animal, dom wild, is rabid or suspects an animal of having rab knows that an animal has been bitten by a rabid shall promptly report such information to the department of public health and animal services
(c) It shall be the duty of the owner, the depart public health, physicians, hospitals, or other pers agencies gaining information that any domestic or person has been bitten or is probably infected rabies to notify animal services, which will impou animal where the animal shall be held for obser for such period of time as may be reasonably ne to determine whether the animal is infected wit
Sec. 10-83. Heads of rabid animals to be submit examination.¶
The heads of all animals having had rabies, or wh were suspected of having had rabies at the time deaths shall be submitted to the department of health for examination. These specimens will be collected and delivered to the proper authorities department of public health. ¶

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Secs. 10-83—10-90. Reserved.

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ARTICLE V. NUISANCE

Sec. 10-91. Nuisance animals.

All persons owning or controlling or in possession of an animal within the county shall keep the animal in such a manner so as to not create a nuisance as defined in this chapter. The owner or keeper, or if no owner or keeper can be found, the responsible person or the custodian exercising care and control.

Sec. 10-92. Animal noise.

No person shall keep or maintain a dog or any other animal that barks, howls, or otherwise makes or causes noise in an excessive, continuous, or untimely fashion. Excessive shall mean noise that is discernable and can be heard inside a neighboring residential dwelling by persons of ordinary sensibilities. The court shall consider untimely fashion in individual cases and in general, consider hours that persons are at rest.

Sec. 10-93. Animal waste.

An owner or keeper walking, exercising or otherwise having an animal outside the confines of their own property, whether public or private, shall carry a means to pick up and dispose of excreta deposited by the animal by way of, but not limited to, a scoop and a bag. The excreta shall be placed in a proper receptacle for disposal. No animal excreta shall be placed on public or private property that will cause a public or private nuisance.

Secs. 10-94—10-100. Reserved.

ARTICLE VI. IMPOUNDMENT AND ADOPTION

Sec. 10-101. Impoundment authorized.

Any owner or potential owner of any animal impounded in the county animal shelter must show identification to animal services l prior to release showing the individual's photograph, full name and current address. Animal services shall photocopy this identification and attach it to the impoundment/adoption certificate for further reference. All animals adopted from the shelter shall be accomplished by an adult of at least the age of 18 years. If a person is considered a renter or tenant in a property owned by other parties such as an apartment or mobile home park, the written approval of the landlord or tenant representative must be obtained and presented to animal services prior to adoption.

(a) Any animal at large or otherwise in violation of the provisions of this chapter may be impounded in the animal shelter. The animal must be claimed by the owner or their representative within three (3) business days, excluding Sunday's and county holidays.

(b) The following animals in the unincorporated areas of the county and those incorporated areas which have a written agreement with the county for the enforcement of this chapter may be impounded, but are not limited solely to the following:

(1) Animals running at large.

(2) Animals, the ownership of which is unknown.

(3) Aggressive, Dangerous or Vicious dogs.

(4) Female dogs/cats in heat and off the premises of their owners.

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(5) Animals which have bitten a person or another animal.

(6) Dogs, cats, and ferrets not vaccinated for rabies within the preceding 12 months.

(7) Animals which have strayed from the premises of their owners.

(8) Dogs, cats, and ferrets suspected of having rabies.

(9) Unconfined animals in quarantine areas.

(c) An animal impounded that has not been reclaimed by its owner or their representative within three (3) business days, excluding Sunday's and county holidays in accordance with the provisions of this chapter, such animal shall become the absolute property of animal services, which may convey ownership of such animal to any responsible person on such conditions as the animal services may prescribe or animal services may humanely euthanize the animal.

Sec. 10-102. Notice to owner.

Animal services shall make a reasonable effort to notify the owner of any animal impounded in the animal shelter. The notice shall include how the animal may be reclaimed, that the animal shall become the property of animal services and be adopted out, and that the animal may be humanely euthanized.

Sec. 10-103. Notice of Humane Euthanasia

Following impoundment of an animal found at large with its owner's address, and prior to its euthanasia, animal services shall provide the owner with written notice at least five (5) business days prior to the proposed euthanasia.

Sec. 10-104. Holding animals due to quarantine or evidence of criminal prosecution.

Notwithstanding any provision of this chapter to the contrary, animal services may refuse to release any animal impounded in the animal shelter for rabies or contagious disease quarantine or for the use as evidence of criminal prosecution for such time period as animal services may determine.

Sec. 10-105. Euthanasia of animals due to disease or likelihood of danger or injury to humans or other animals.

Notwithstanding any provision of this chapter to the contrary, animal services may humanely euthanize any animal impounded in the animal shelter when animal services reasonably believes that euthanasia of the animal is necessary to prevent disease or injury to other animals or to humans, the presence or threatened presence of contagious disease, the likelihood of danger or injury to humans or animals, or any other condition.

Sec. 10-106. Euthanasia of animals at the animal shelter due to overcrowding.

Notwithstanding any provision of this chapter to the contrary, animal services will humanely euthanize animals to ensure compliance with state law regulations and prevent overcrowding at the animal shelter. Once the animal shelter exceeds 90% of its capacity, animal services will generate a list of animals that will be humanely euthanized after ten (10) business days if they are not adopted or rescued. The list of animals shall be selected based various factors, with the priority being length of impoundment.

Sec. 10-107. Reclaiming impounded animals.

The owner of an animal impounded in the animal shelter may claim the animal, upon presenting evidence satisfactory to animal services of compliance with all provisions of this chapter and upon payment of fees and charges as provided in this section, such fees and charges shall not be in lieu of any fine or penalty otherwise

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provided by law. The owner must show identification to animal services personnel prior to release showing the individual's photograph, full name, and current address. Animal services personnel shall photocopy this identification and attach it to the reclaim agreement for further reference. All animals reclaimed from the shelter shall be accomplished by an adult of at least the age of 18 years.

(a) Fees for reclaiming impounded animals shall be as follows:

(1) *Vaccinated dogs or cats:*

a.	First offense	$50.00
b.	Second offense	$100.00
c.	Third offense	$200.00
d.	Subsequent offense	$300.00

(2) *Unvaccinated dogs or cats:*

a.	First offense	$100.00
b.	Second offense	$200.00
c.	Third offense	$300.00
d.	Subsequent offense	$400.00

(3) An *additional fee of $100.00 applies to an a*nimal being reclaimed from the shelter which has not been spayed or neutered if the animal is impounded for a second time, plus the animal will be spayed or neutered at the owner's expense. If the animal is impounded for a third time, the owner will be subject to an additional $200.00, provided that any registered breeding animal that is impounded will be returned to the owner without being spayed or neutered but will be subject to the additional fee as described above.

(4) Rabbits, poultry, birds, and other animals each offense $50.00

(5) Livestock shall be assessed in accordance with State law

(6) In addition to the foregoing fees, the owner of an impounded animal shall pay a kennel fee of $25.00 per day for each day the animal is boarded at the shelter.

(b) The owner of an animal impounded at the animal shelter will be liable for the foregoing fees and charges notwithstanding the euthanasia or adoption of the animal.

(c) Animal services personnel are authorized to waive up to $100.00 of these fees conditioned upon the owner having the pet spayed or neutered. The owner must agree to sign an affidavit and provide proof of completion of the spay/neutering within ten (10) days of reclaiming the pet. Failure to provide the required proof is a violation of this section and will be issued a citation.

(d) It will be at the animal services officer's discretion to return any animal in violation of this section to its owner/keeper provided that the owner/keeper is present and is able to safely and humanely confine/restrain the animal provided that the animal services officer is still in the vicinity of the owner/keeper location.

(e) Animal Services personnel are authorized to waive impound, boarding, and medical fees with approval from the director.

Sec. 10-108. Microchip implant of dogs and cats impounded for running at large, etc.

(a) When claimed by the owner, any dog or cat that was impounded for being at large shall have a microchip identifier implanted and the owner's contact information recorded by animal services before the dog or cat is released to the owner. The cost of the microchip implanting shall be paid by the owner before the animal is released. The microchip implant will facilitate the return of the animal to its owner should the animal be

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impounded again. If the animal already has a microchip that is readable by animal services with existing technology, the owner's information shall be updated to facilitate the future return of the animal to the owner.

(b) Animal services shall enter the owner's contact information and the identification number of the microchip implanted into the animal into an animal recovery database so that the owner can be located should the animal be impounded again by animal services.

(c) In addition to dogs impounded for running at large, any dog impounded for an unprovoked attack, bite dogs and vicious dogs, shall likewise have a microchip implanted at the owner's expense when the dog is reclaimed by the owner.

(d) Any animal that has had a microchip implanted pursuant to this section that is later sold, adopted, traded, or otherwise released to new owners, persons, kennels, or any other businesses or shelters shall be reported by the original registered owner to animal services within ten days of such sale or release excluding vicious dog.

(e) Any facility operated, owned, or maintained by a duly incorporated humane society, animal welfare society, or other nonprofit organization for the purposes of providing and promoting the welfare, protection, and humane treatment of animals shall be exempt from this provision.

Sec. 10-109. Microchip of dogs at owner's request.

(a) The owner of any dog may request animal services to microchip and record the owner's name and contact information to facilitate the return of the pet to the owner at the owner's expense.

(b) Animal services shall charge a fee for this service.

Sec. 10-110. Adoption.

(a) Except for dogs which have been involved in bite cases or declared aggressive, dangerous, or vicious, animal services may permit adoption or rescue of any animal which has become the property of animal services. The adoption will be subject to such conditions as may be prescribed by animal services.

(b) Animal services may develop rules for the adoption of animals that will encourage spay or neutering of pets, vaccination against rabies and examination by a veterinarian and such other rules for the protection of the public and the safe operation of unit.

(c) Animal services is authorized to waive a portion of any adoption fees to offset the cost of spay/neutering and vaccination upon satisfactory evidence of completion of the same.

(d) Generally, an adoption fee may be charged for the adoption of any animal.

(e) All animals adopted from the shelter shall be accomplished by an adult of at least the age of 18 years and must show identification to animal shelter personnel prior to adopting, showing the individual's photograph, full name, and current address. Animal shelter personnel shall photocopy this identification and attach it to the adoption agreement for further reference. Any person adopting an animal from an animal shelter shall be required to sign an adoption agreement and abide by its provisions.

(f) Animal services officers may impound any animal adopted from the shelter for failure to comply with the adoption agreement.

(g) Humane Societies and Rescue Groups are required to provide proof of current shelter license received from the Department of Agriculture annually and also an original Department of Agriculture Agency Transfer forms.

(h) Individuals failing to comply with the above requirements will be revoked from being allowed to adopt any animals from the shelter and may be charged for failure to comply by the issuance of citations and prosecution in magistrate court.

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Sec. 10-111. Limiting adoptions.

(a) Animal services reserves the right to refuse to allow any person to adopt an animal in its custody or control.

(b) No person shall adopt more than four (4) animals in a 12-month period from animal services. Any person who adopts an animal from the shelter and does not complete the requirements of the adoption may be prohibited from adopting any further animals from the shelter unless the person can show cause as to why the animal adoption agreement could not be completed.

(c) Any person convicted of a violation of this ordinance will be prohibited from adopting from the animal shelter for a three (3) year period.

Sec. 10-112. Records required to be kept.

It shall be the duty of the animal services division to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into its custody.

Sec. 10-113. Unlawful to remove microchip.

(a) It shall be unlawful for anyone to remove a microchip placed by animal services.

(b) When medically necessary for the wellbeing of the dog, a licensed veterinarian may remove the microchip. In such a case, the registered owner must provide written documentation from the veterinarian to animal services with one week from the removal of the microchip.

Sec. 10-114. Owner surrendered animals.

Except for approval from the director or court order, it shall be unlawful for the owner of an animal to surrender an animal to the custody of animal services.

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Secs. 10-115.—10-125. Reserved.

ARTICLE VII. QUARANTINE

Sec. 10-126. Desegregation of quarantine area; confinement of animals.

Where rabies has been found to exist in any warm-blooded animal or where its existence is suspected, the animal services officer may designate an area within which the quarantine of all such animals shall be maintained and all such animals shall thereupon be immediately confined to the premises designated by the animal services officer, in a manner approved by the animal services officer, whether or not the animal has been vaccinated against rabies.

Sec. 10-127. Movement into or out of quarantine area.

No animal shall be removed from or brought into a quarantined area or premises without written approval of the animal services officer.

Sec. 10-128. Duration.

A quarantine ordered by the animal services officer shall be maintained for such a period of time as the animal services officer deems necessary to protect public health.

Sec. 10-129. Notice to be given by signs on affected areas.

Quarantine areas or premises and areas where rabid animals or animals suspected of rabies remain at large may be posted by the animal services officer with signs which read as follows: "Rabies suspected," or "Rabies—keep away from animals." Such signs shall be conspicuously displayed in a place designated by the animal services officer and shall not be defaced or removed except by the animal services officer. Signs furnished and approved by the animal services officer shall be used.

Secs. 10-130.—10-145. Reserved.

ARTICLE VIII. DANGEROUS AND VICIOUS DOG CONTROL

Sec. 10-146. Title and purpose.

(a) The purpose of this article shall be to implement the provisions of O.C.G.A. § 4-8-1, et seq. (the "Act"), relating to dangerous and vicious dog control, and in some instances, to strengthen the requirements of the Act in furtherance of a community that is safe and secure from the harms of dangerous and vicious dogs. Nothing contained in this article shall be deemed to amend or supersede any other ordinances relating to animal services. Violations of this article shall be punishable as provided in this chapter and in the Act.

(1) Any dog classified prior to July 1, 2012 as a potentially dangerous dog in Georgia shall on and after that date be classified as a dangerous dog under this article.

(2) Any dog classified prior to July 1, 2012 as a dangerous dog or vicious dog in Georgia shall on and after that date be classified as a vicious dog under this article.

(b) The owner of any dog referred to in subsection (b) of this section shall come into compliance with all current provisions of this article by January 1, 2013.

Sec. 10-147. Appointment of dog control officer.

The board of commissioners hereby designates the animal services officers, as dog control officers to aid in the administration and enforcement of the provisions of Georgia's 'Responsible Dog Ownership Law,' O.C.G.A. § 4-8-20 et seq.

Sec. 10-148. Prohibition of dogs causing harm or damage.

It shall be unlawful for the owner, possessor, guardian, or custodian in control of a dog, either by commission or omission, to:

(1) Allow a dog to bite, attack, or otherwise directly cause any harm to a person; or

(2) Allow a dog to bite, attack, or otherwise directly cause any harm to a domestic animal or livestock; or

(3) Allow a dog to cause damage to real property or to damage or to destroy personal property belonging to someone other than the dog's owner.

Sec. 10-149. Exceptions.

A dog that inflicts an injury upon a person shall be exempt from the meaning of a dangerous or vicious dog as defined in this chapter in the following instances:

(1) A law enforcement officer carrying out the law enforcement officer's official duties; or

(2) A dog used for agricultural purposes while herding livestock; or

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(3) If the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime; or

(4) If the injury inflicted by the dog was sustained by a domestic animal or livestock which was trespassing on the property of the dog's owner or the property of person who was in control of the dog.

Sec. 10-150. Animal services board.

(a) The board of commissioners shall appoint a board known as the animal services board, to hold hearings provided for in O.C.G.A. § 4-8-33. The board so designated is authorized and shall have jurisdiction to conduct hearings and determine matters provided for in O.C.G.A. § 4-8-33.

(b) The animal services board shall consist of five (5) members who shall serve a term consisting of four (4) years. The terms shall be staggered so that the term of office of three members shall expire together, and the remaining two members' terms shall expire in a subsequent year. Members may serve consecutive terms. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members may be removed for cause by the board of commissioners.

(1) The animal services board shall elect a chairman, vice-chairman, and secretary from its members who shall serve for one year or until reelected or their successors are seated.

(2) The chairman shall call meetings of the board, decide upon points of order and procedure, administer oaths, and command the appearances of witnesses. The vice-chairman shall, in the absence of the chairman, administer the office of the chairman. The board shall keep minutes of its proceedings showing the vote of each member upon each question and shall keep records of its examinations and other official actions, all of which shall be immediately filed as a record of the board and shall be public record. Animal services shall maintain the files of the animal services board and shall be the records custodian of all such records.

(c) The animal services board will conduct hearings as provided by O.C.G.A. § 4-8-23 and section 10-139 of this Code. All meetings shall be open to the public and be governed by Georgia's Open Meeting law, as enumerated in Chapter 14 of Title 50 of the Official Code of Georgia.

(d) The animal services board shall meet as often as it deems necessary but not fewer than once per quarter. The board shall meet, set its meeting schedule for the upcoming calendar year no later than December 31st of each calendar year, and notify the board of commissioners in writing of said schedule.

Sec. 10-151. Investigations and Inspections.

Upon receiving a report of a dog believed to be subject to classification as a dangerous or vicious dog within the county, an animal services officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous or vicious dog. The animal services officer may make such investigations and inquiries as may be necessary to identify dangerous and vicious dogs and their respective owners within the unincorporated areas of the county and those incorporated areas which have an agreement with the county for the enforcement of this article.

Sec. 10-152. Classification of dangerous or a vicious dog; notice to owner.

(a) When an animal services officer classifies any dog as a dangerous or a vicious dog under this article, the animal services officer shall notify the dog's owner within 72-hours of such classification. The notice to the owner shall meet the following requirements:

(1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address.

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(2) The notice shall include a summary of the animal ~~control~~ services officer's determination of the dog's classification as a dangerous or a vicious dog.

(3) The notice shall be dated and shall state that the owner has a right to request a hearing on the classification within seven (7) days after the date shown on the notice.

(4) The notice shall state that the animal ~~control~~ services board shall conduct the hearing.

(5) The notice shall state that if the owner does not request such a hearing within the allotted time, the classification of the dog as a dangerous or vicious dog shall become effective for all purposes under this article.

(6) The notice shall include a form to request a hearing before the animal services board and shall provide specific instructions on mailing or delivering such a request.

(7) The notice shall include the requirements for possession and confinement of a dangerous or vicious dog in accordance with state and local laws, which may be amended from time to time.

(b) A dog that is found, after notice and opportunity for hearing as provided in this section, to have caused serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012 shall count for purposes of this subsection.

Sec. 10-153. Hearing.

When the animal services board receives a request for a hearing from an owner, it shall schedule such a hearing within thirty (30) days of receipt of the request, provided that such hearing may be continued by the animal services board for good cause shown. The animal services board shall notify the owner in writing by certified mail or statutory overnight delivery of the date, time, and place of the hearing; such notice shall be made to the owner at least ten (10) days prior to the date of the hearing. At the hearing, the owner shall be given the opportunity to testify and to present evidence.

The animal services board shall also receive such other evidence and hear such other testimony as it may find reasonably necessary to make a determination to sustain or overrule the classification of the dog by the animal services officer. Within ten (10) days of the date of the hearing, the animal services board shall notify the owner in writing, by certified mail or statutory overnight delivery, of its determination on the matter. If the determination is made that the dog is a dangerous or vicious dog, the notice shall specify the date upon which that determination is effective. If the determination is that the dog is to be euthanized pursuant to this article, the notice shall specify the date by which the euthanasia shall occur. Unless the board determines that a later date is appropriate in a particular case, the effective date of the determination shall be the date of the animal services officer's classification.

Sec. 10-154. Requirements for possession and confinement of a dangerous or vicious dog.

(a) Any owner, possessor, guardian, or custodian of a dangerous or vicious dog shall be jointly and severally responsible with all other owners, possessors, guardians, or custodians of such dog for compliance with the requirements of this chapter: i) within thirty (30) days from the date of the dog being declared, or ii) within thirty (30) days from the animal services hearing.

(b) No person shall own, possess, keep, harbor, be issued a certificate of registration for, or have custody or control of a dangerous dog or vicious dog except in compliance with all the following requirements:

(1) In addition to the requirements set forth in Sec. 10-81, owners, possessors, guardians, or custodians who maintain their dangerous or vicious dog out-of-doors shall install or maintain a perimeter fence no less than six (6) feet in height above ground on their property. Within this perimeter fence, the dangerous or vicious dog must be humanely confined inside a pen or kennel consisting of the minimum dimensions of ten (10) feet by ten (10 feet and at least six (6) feet in height above ground). The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two (2) feet into the

Deleted: a portion of

Deleted: or area

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ground or sunken into a concrete pad. The gate to the kennel shall be inward-opening and shall be kept locked, except when tending to the animal's needs such as providing food and water or cleaning the kennel.

(2) It shall be unlawful for the owner, possessor, guardian, or custodian of a dangerous or vicious dog to allow the dog to be outside of its Proper Enclosure as provided for in Sec. 10-81 and subsection (b)(1), above, unless the dog is properly muzzled by a muzzle or device constructed so as to prevent the animal from biting, and the dog is attended by the owner, possessor, guardian, or custodian, and the dog is restrained by a secure collar and leash of sufficient strength to prevent escape and under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary. The leash shall be no longer than six (6) feet in length and the animal must be kept at least fifteen (15) feet within the perimeter boundaries of the property unless the perimeter boundary is securely fenced. It shall be unlawful for the owner of a dangerous or vicious dog to permit the dog to be unattended with minors.

(3) The premises where a dangerous dog or vicious dog is kept shall be posted with clearly visible signs purchased from animal services as follows:

(a) Driveway entrance signs. These signs shall be conspicuously displayed at all driveway entrances to the premises where the dog is kept.

(b) Residential ingress/egress. These signs shall be displayed at each ingress/egress where the dog is being kept.

(c) Perimeter fence signs. These signs shall be displayed every fifty (50) feet, with a minimum of two (2) signs, as well as a sign on each ingress and egress point.

(d) Kennel/Pen signs. These signs shall be displayed on each side of the enclosure with a minimum of four signs as well as a sign on each ingress and egress point to the enclosure.

Deleted: Enclosure/kennel signs

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(4) The owner of a dangerous or a vicious dog shall maintain a policy of general or specific liability insurance in a minimum amount of $1,000,000.00 insuring the owner of the dangerous or vicious dog against liability for any bodily injury or property damage caused by the dog, which policy shall be issued by an insurer authorized to transact business in the state.

(5) Animal services officers shall have the right to inspect randomly and without notice a dangerous or a vicious dog which is required to be confined pursuant to this chapter.

(6) The owner of a dangerous or vicious dog shall have a microchip containing an identification number and capable of being scanned and injected under the skin between the shoulder blades of the dog.

(7) The owner of a dangerous or vicious dog shall register the animal annually with animal services. The annual fee for registration shall be $500.00.

Sec. 10-155. Registration of dangerous and vicious dogs.

(a) No dangerous or vicious dog shall be permitted to remain within the county without a certificate of registration issued in accordance with the provisions of this section. The owner of a dangerous or vicious dog shall pay an annual registration fee and shall register such dog as a dangerous or vicious dog according to the classification and determination previously made under this article. No dangerous or vicious dog shall be registered unless the owner can provide sufficient evidence that all the applicable provisions of this article have been and are being met.

(b) Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile. The registration shall be renewed annually or upon the earlier transfer of ownership or possession of a dangerous dog or a change in the location of the dangerous dog's primary habitat. At the time of renewal of a certificate of registration for a vicious dog, the animal services officer shall verify that the owner is continuing to comply with the

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provisions of this article. Failure to renew a certificate of registration within ten (10) days of the renewal date or initial classification date shall constitute a violation of this article.

(c) The owner of a classified dog who moves from one jurisdiction within the State of Georgia to the county shall register the classified dog with the county within ten (10) days of becoming a county resident and notify the animal services of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into the county from another state shall register the dog as required by this article within thirty (30) days of becoming a county resident.

(d) Issuance of a certificate of registration, or the renewal of a certificate of registration by the county, does not warrant or guarantee that the requirements of this article are maintained by the owner of a dangerous dog or vicious dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.

(e) No certificate of registration shall be issued to any person who has been convicted of two or more violations of the Act.

(f) No person shall be the owner of more than one classified dog.

(g) No certificate of registration for a vicious dog shall be issued to any person (or to any person residing with such person) who has been convicted (from the time of conviction until two years after completion of his or her sentence) of:

(1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;

(2) The felony of dogfighting as provided for in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or

(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. § 16-13-31.1.

Sec. 10-156. Transfer of ownership or possession.

(a) Upon the transfer of ownership or possession of any dangerous dog, the transferor shall provide animal services officer with the name, address, and telephone numbers of the new owner of the dog and of the effective date of the transfer. It shall be unlawful to transfer ownership or possession of any dangerous dog to any transferee residing in Coweta County, Georgia.

(b) Any transferee of a dangerous dog shall be presumed to have notice of the dog's classification as such.

(c) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

Sec. 10-157. Notice to animal services.

The owner of a dangerous or vicious dog shall notify animal services in writing within 24 hours of the occurrence of any one of the following events:

(1) The dog has escaped or has otherwise ceased to be in the custody of the owner for any reason, unless the owner knows such dog to be physically secured and restrained or confined in the custody of another competent adult.

(2) Such dog has attacked a human being or other animal.

(3) Such dog has been sold, given, or otherwise transferred to the ownership or possession of another person.

(4) The dog has died or has been euthanized.

(5) The dog is leaving Coweta County.

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

Sec. 10-158. Confiscation and disposition of dogs.

(a) Animal services shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.

(b) A dangerous or vicious dog shall be immediately confiscated by any animal services officer in the case of any violation of this article. A refusal to surrender a dog subject to confiscation shall be a violation of this article.

(c) The owner of any dog that has been confiscated pursuant to this article may recover such dog upon payment of reasonable confiscation and housing costs and proof of compliance with the provisions of this article. All fees and charges for services shall be paid prior to owner recovering the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.

(d) In the event the owner has not complied with the provisions of this article within fourteen (14) days of the date the dog was confiscated, such dog shall be humanely euthanized in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

(e) The provisions of this section shall govern, as to dangerous or vicious dogs, over any contrary provisions of this chapter.

Sec. 10-159. Report to district attorney and solicitor.

(a) Animal services shall report to the district attorney the conduct of any owner which the animal services officer believes may constitute a felony under the Act.

(b) Animal services shall report to the solicitor the conduct of any owner that the animal services officer reasonably believes may constitute a misdemeanor under the Act.

Sec. 10-160. Penalties for violations.

In addition to any other penalty that is available under this chapter, the owner, possessor, guardian, or custodian of a dangerous or vicious dog who violates this article shall be subject, at a minimum, to the penalties as set forth in the Act, as such may be amended from time to time.

Secs.10-161—10-164. Reserved.

ARTICLE IV. AGGRESSIVE ANIMALS

Sec. 10-165. Aggressive animal ownership.

The owner or keeper, or if no owner or keeper can be found, the responsible person or the custodian exercising care and control over, any animal which causes severe injury or death to another animal shall be in violation of this Code section.

Sec. 10-166. Classification of aggressive animals.

Animal Services has the authority to order the confiscation and holding of any animals that, in the opinion of the animal services officer, constitute an aggressive animal. The animal services officers' decision to confiscate an animal may be appealed within two (2) business days of the confiscation to the county warden, who shall set a hearing within three (3) business days of the written notice of the appeal. The county warden shall investigate the circumstances surrounding the confiscation prior to the hearing and, at the hearing, shall hear evidence from the owners, possessors, guardians, or custodians. At the conclusion of the hearing, the warden shall confirm or reverse the animal services officers' decision to confiscate and hold the animal.

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

(a) Upon finding that an animal is an aggressive animal by the magistrate court, the animal's owner, keeper, responsible person, or custodian shall be required within thirty (30) days to:

(1) In addition to the requirements set forth in Sec. 10-160, owners, possessors, guardians, or custodians who maintain their aggressive animal out-of-doors shall fence a portion of their property. Within this perimeter or area fence, the aggressive animal must be humanely confined inside a pen or kennel of adequate size. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two (2) feet into the ground or sunken into a concrete pad. The gate to the kennel shall be inward-opening and shall be kept locked, except when tending to the animal's needs, such as providing food and water or cleaning the kennel.

(2) It shall be unlawful for the owner, possessor, guardian, or custodian of an aggressive animal to allow the animal to be outside of its proper enclosure as provided for in Sec. 10-160 unless the animal is on a leash. The leash shall be no longer than six (6) feet in length, and the animal must be kept at least fifteen (15) feet within the perimeter boundaries of the property unless the perimeter boundary is securely fenced.

(3) The premises where an aggressive animal is kept shall be posted with clearly visible signs purchased from animal services, warning that there is a dog on the premises that presents a danger to other animals. Such signs shall include a symbol sufficient to convey without words the message that there is a dog on the premises which presents a danger to human beings. The signs shall be conspicuously displayed as outlined in Section 10-154 (3) of this Article. The signs shall be a minimum of ten (18) inches high and fourteen (12) inches long.

(4) Register the animal with the animal services office. The annual fee for registration shall be $500.00. The animal shall be registered annually. At any time of registration, an animal services officer shall require evidence from the owner and make an investigation as may be necessary to verify that the aggressive animal is continuing to be confined in a proper kennel and that the owners, possessors, guardians, or custodians is continuing to comply with the provisions of the section.

(5) Animal services officers shall have the right to inspect randomly and without notice an aggressive dog which is required to be confined pursuant to this chapter.

(6) The owner of an aggressive dog shall have a microchip containing an identification number capable of being scanned and injected under the skin between the shoulder blades of the dog.

(7) Failure to renew a certificate of registration within ten (10) days of the renewal date or initial classification date shall constitute a violation of this article.

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enclosure for each fifty (50) feet of enclosure, w
minimum of two (2) signs, as well as a sign on ea
ingress and egress point to the enclosure.

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Sec. 10-167. Transfer or ownership or possession

(a) Upon the transfer of ownership or possession of any aggressive animal, the transferor shall provide the animal services officer with the name, address, and telephone numbers of the new owner of the dog and of the effective date of the transfer. It shall be unlawful to transfer ownership or possession of any aggressive animal to any transferee residing in Coweta County, Georgia.

(b) Any transferee of an aggressive animal shall be presumed to have notice of the dog's classification as such.

Sec. 10-168 Notice to animal services

The owner of an aggressive animal shall notify animal services in writing within 24 hours of the occurrence of any one of the following events:

(1) The dog has escaped or has otherwise ceased to be in the custody of the owner for any reason, unless the owner knows such dog to be physically secured and restrained or confined in the custody of another competent adult.

(2) Such dog has attacked a human being or other animal.

(3) Such dog has been sold, given, or otherwise transferred to the ownership or possession of another person.

(4) The dog has died or has been euthanized.

(5) The dog is leaving Coweta County.

Sec. 10-169. Confiscation and disposition of dogs.

(a) Animal services shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.

(b) An aggressive animal shall be immediately confiscated by any animal services officer in the case of any violation of this article. A refusal to surrender a dog subject to confiscation shall be a violation of this article.

(c) The owner of any dog that has been confiscated pursuant to this article may recover such dog upon payment of reasonable confiscation and housing costs and proof of compliance with the provisions of this article. All fees and charges for services shall be paid prior to owner recovering the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.

(d) In the event the owner has not complied with the provisions of this article within fourteen (14) days of the date the dog was confiscated, such dog shall be humanely euthanized in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

(e) The provisions of this section shall govern, as to aggressive animals, over any contrary provisions of this chapter.

Secs.10-170—10-175. Reserved.

ARTICLE X. CRUELTY

Sec. 10-176. Prohibited treatment.

It shall be unlawful for any person, either by commission or omission:

(1) To confine an animal in a vehicle in an inhumane manner such that the animal becomes overheated or lacks adequate ventilation or is otherwise harmed.

(2) For any owner to fail to provide any animal under his control with adequate proper food, adequate fresh water, or veterinary care. For the purpose of this subsection, owner shall mean any person, legal entity, corporation, partnership, firm, or trust owning, possessing, or having custody and control of the premises where the animal is located. For the purpose of this subsection, adequate food shall mean food of a sufficient quantity of non-contaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age and health of the animal, or at the direction of a licensed veterinarian; which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid, or contaminated food is not adequate food. Adequate water means clean, fresh, potable water sufficient to prevent dehydration and properly sustain health presented in a clean dish, free from contamination. Examples of inadequate water include, but are not limited to, snow, ice and rancid or contaminated water.

(3) To fail to provide any animal under his care with access to adequate shelter to protect it from all types of weather, 24 hours daily. For the purpose of this subsection adequate shelter means a protective covering for a domestic animal that provides adequate space and protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health.

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

Adequate shelter shall consist of a completely enclosed structure with four sides, a constructed floor, and a roof with a door opening. It must be maintained clean, dry and compatible with current weather conditions, in addition to age, size, species and condition of the animal. The structure must be of sufficient size to allow the animal to stand, turn around, lie down, and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying, such as hay or pine straw, must be provided to maintain comfortable temperatures within the structure during times when the ambient, outside temperature is below freezing. The shelter shall be raised at least two inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, pet carriers, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

(4) To abandon any animal.

(5) To allow an animal under his control to be kept in unsanitary conditions.

(6) To keep or confine an animal under his control in other than a humane manner.

(7) To allow any animal to be transported in any moving vehicle without the vehicle being enclosed or the animal confined so that it may not jump or fall out or be injured in any manner.

(8) To unjustifiably cause death or physical pain or suffering to any animal.

Sec. 10-177. Exemption.

This section does not apply to [working animals] or the killing of animals raised for the purpose of providing food, nor does it apply to any person who hunts wild animals in compliance with the laws of this state, or the killing or injuring of any animal for humane purposes or any other circumstance exempted by O.C.G.A. § 16-12-4(e) or (f).

Sec. 10-178. Animal fighting and training.

(1) No person shall instigate, cause to, attend, or permit any dogfight, cockfight, or any other fighting between animals or between animals and humans.

(2) No person shall train, have equipment to train, or permit the training of, any animal to attack, fight, or cause injury to any domestic animal or human on any property, public or private within the county or within any city so contracted to have animal services provided by the county. Examples of training include, but are not limited to:

(a) Any activity designed to torment, badger, or bait any animal for purpose of encouraging animals to fight.

(b) The use of any weights on the animal, on the animal's tethering device, or on any kind of pulling structure.

(c) The use of any other animals for blood sport training.

(d) Any other activity that the primary purpose is to train animals to be aggressive or vicious. This does not apply to animals used for law enforcement purposes.

Secs.10-179—10-190. Reserved.

ARTICLE XI. ANIMAL ESTABLISHMENTS

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

Sec. 10-191. Businesses and prohibited activity.

(a) *Required.* All animal establishments located in unincorporated Coweta County must comply with the code of ordinances regarding businesses.

(b) *Selling, bartering, or gratuitously distributing animals prohibited; exception.* It shall be unlawful for any person to sell, barter or gratuitously distribute any animal, fowl, or reptile in a public place without a business license as set forth in this article. This prohibition shall include but shall not be limited to such distribution in commercial areas and along public roadways. Nothing in this section shall be construed to prohibit the gratuitous distribution of pets from private residential areas.

Sec. 10-192. Compliance.

(a) An animal establishment shall not sell, trade, or give away any dog or cat over three months of age unless the dog or cat has been vaccinated as required by this chapter.

(b) Animal services shall be permitted to inspect all animals and the premises where such animals are kept at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.

Sec. 10-193. Standards for commercial kennels, pet shops, and private kennels.

All commercial kennels shall comply with the Georgia Department of Agriculture rules and regulations.

Sec. 10-194. Standards for humane societies or nonprofit organizations.

Any facility operated by a duly incorporated humane society, animal welfare society, or nonprofit organization for the purpose of providing for and promoting the welfare, protection and humane treatment of animals shall, in addition to the other requirements of this article, comply with the Department of Agriculture rules and regulations.

Secs. 10-195.—10-200. Reserved.

ARTICLE XII. COMMUNITY CAT PROGRAM

Sec. 10-201. Purpose.

The county board of commissioners finds that control of the feral cat population in the county can best be managed through a program of trap-neuter-return. The alternative program of trap and euthanize, has failed to adequately address the problem as the removed cats are replaced by reproduction. The American Society for the Prevention of Cruelty to Animals (ASPCA) has found that trap-neuter-return programs are the more cost effective, practical, and humane way to address the problem of unsocialized feral cats within a community.

Sec. 10-202. Community cat program.

(a) Any healthy free roaming cat that is impounded or surrender to animal services, may be placed into the community cat program.

(b) Cats selected for the program shall be taken to a veterinarian to be spayed/neutered, vaccinated for rabies, and ear-tipped for identification. The community cat shall then be returned to the neighborhood where it was trapped.

(c) A community cat may be impounded and released to any qualified rescue or euthanized for any of the following conditions:

(1) The community cat is found to be un-healthy; or

(2) The community cat damages the personal or private property of a person or legal entity that seeks its impoundment; or

(3) The community cat creates unsanitary conditions, or offensive or objectionable odors and a citizen has complained to the county and seeks its impoundment; or

(4) Any other condition that in the opinion of animal services warrants removal of the community cat from the program.

Secs. 10-203.—10-299. Reserved.

Attachment: Chapter 10 Animals (04142023 draft) (13779 : Proposed Amendments to the Animal Control Ordinance)

COWETA COUNTY

E-911

To: **Coweta County Board of Commissioners**

From: **Michael Terrell, 911/EMA Director**

Date: **4/12/2023**

RE: **Budget Amendment Associated with Purchase of a Mobile Command Truck**

Issue: Budget Amendment Associated with Purchase of a Mobile Command Truck

Discussion: Staff is in receipt of an updated proposal associated with purchase of a Mobile Command Truck. The proposal includes a change from an International chassis to a Western Star chassis with the Cummings X15 engine. The proposal shows the increase of $20,000 which is a 50/50 split with Nomad GCS from the total price increase of $40,000. The decision to change to the Western Star chassis is a result of supply chain issues with International units not being available in 2023. This change is projected to allow delivery of the truck in late 2023 or early first quarter 2024.

FINANCIAL IMPACT:

$20,000 Increase in cost for the selection of different truck chassis

04/18/23 ARPA Fund **$20,000.00**

Recommendation: Staff recommends approval of a budget amendment in the amount of $20,000 associated with purchase of a Mobile Command Truck with a Western Star chassis instead of an International chassis.

// BID LETTER

September 12, 2022

Coweta County 911 / EMA
Attn: Nic Burgess
22 East Broad Street
Newnan, GA 30263

Subject: 804190 Multi-Agency Command Vehicle

Mr. Burgess,

Nomad Global Communications Solutions, Inc. is pleased to provide you with the following quote for one (1) Multi-Agency Command Vehicle to meet your solicitation requirements.

Item	Description	Quantity	Item Price	Total Price
1	**Multi-Agency Command Vehicle** - **35' Custom, Purpose Built Command Shelter** - **2023 International HX620 SBA Chassis – 500hp** - Meets or exceeds specification requirements - Nomad Total Command (NTC) Vehicle Automation System - Nomad Standard 12 Year Warranty - Delivery & Training Included **Customer requested requirements included in base price:** *Please see the following pages for detailed specifications.* - Hydraulic Leveling System - Backup Camera System - Avigilon Card Entry System - Four (4) Flat Floor Slide Outs - Three (3) Exterior Workstations - Custom Paint (Silver) and Graphics Package - LED Scene Lights - Emergency Lights - One (1) 42' Pneumatic Masts - Two (2) Automatic Horizontal Arm Awnings - Orion Weather Station - Solid Surface Countertops - Galley - 50' 50A Shore Power Cord - 20KW Generator - Four (4) 15k BTU HVACs - Gold Communication System - Platinum AV System - 65" TV/Monitor - 55" TV/Monitor - Eight (8) Interior Workstations - Eight (8) Workstation / Desk Phones - One (1) Conference Phone - Sixteen (16) 34" Ultra-Wide Workstation Monitors - Apple-TV - Tereo 1281 Dual 2.0MP IP Color Camera	1	$975,356.92	$975,356.92
			SUBTOTAL BEFORE OPTIONS	***$975,356.92***
	RECOMMENDED OPTIONS			
001	360-Degree Camera System	OPT	$10,000.00	TBD
002	Mast Lighting (2x LED Mast Lights)	OPT	$2,495.00	TBD

Attachment: Nomad GCS Proposal 9-1-22 (13795 : Mobile Command Truck - Budget Amendment)

003	Satellite Internet System	OPT	$42,500.00	TBD
004	Printer Cabinet	OPT	$650.00	TBD
005	Multifunction Color Printer	OPT	$2,000.00	TBD
006	Additional 42' Pneumatic Mast	OPT	$19,500.00	TBD
007	Additional Automatic Horizontal Arm Awning (front street side)	OPT	$7,500.00	TBD
			TOTAL WITH OPTIONS	**TBD**

Technical Notes/Clarifications:

- Delivery 90 – 140 calendar days after receipt of International chassis to Nomad GCS. 12 – 14 month delivery ARO or sooner.
- Any purchases resulting from this quotation must reference this quotation or in some other way invoke the terms and conditions expressed in this quote.
- All pricing and specifications are proprietary and confidential to Nomad. No public distribution or dissemination is allowed without prior written permission from Nomad.
- Local and State sales taxes are not included in proposed pricing, unless otherwise required in the contract terms.
- 2% rebate available for prepayment in full.
- All projects are subject to availability.
- All projects are subject to a payment schedule of 25/25/25/25, unless otherwise specified in the contract.
    - 25% of payment at receipt of purchase order – 100% refundable (subject to chassis availability)
    - 25% of payment up delivery of chassis to Nomad GCS
    - 25% upon superstructure completion
    - 25% upon completion
- The project must be paid in full upon final acceptance before keys and title can be transferred.
- Invoices are due on receipt date. Finance charges will be added at a periodic rate of 1.5% per month applied to balances over 30 days old from invoice date.
- All quotes are valid for 30 days.
- 5% fee applies to credit card charges.

Thank you very much for your time and for considering Nomad for your Specialty Vehicle needs. The information that I have provided you is a small sample of the type of products and services that Nomad can provide. If you have any specific operational goals you need to meet that these specifications do not consider, we would be pleased to work up some additional information for your review.

Please do not hesitate to call or email me if you have any questions or concerns. I look forward to hearing from you in the near future.

Sincerely,



Stephanie L Dale
Inside Sales Specialist
Nomad Global Communication Solutions, Inc.
stephanie.dale@nomadgcs.com
PO Box 865
Kalispell, MT 59903
Office: 406.755.1721
Direct: 406.863.6200
Fax: 406.755.1731

Attachment: Nomad GCS Proposal 9-1-22 (13795 : Mobile Command Truck - Budget Amendment)

NOMAD GCS COMPANY PROPOSAL

COWETA COUNTY 911 / EMA
MULTI-AGENCY COMMAND VEHICLE

MODIFICATION 03/22/2023

WHEN EVERY MINUTE MATTERS

Attachment: Nomad GCS Proposal 4-1-23 (13795 : Mobile Command Truck - Budget Amendment)

// BID LETTER

March 22, 2023

Coweta County 911 / EMA
Attn: Nic Burgess
22 East Broad Street
Newnan, GA 30263

Subject: 804190 Multi-Agency Command Vehicle

Mr. Burgess,

Nomad Global Communications Solutions, Inc. is pleased to provide you with the following quote for one (1) Multi-Agency Command Vehicle to meet your solicitation requirements.

Item	Description	Quantity	Item Price	Total Price
1	**Multi-Agency Command Vehicle** - **35' Custom, Purpose Built Command Shelter** - **2024 Western Star 49X Chassis – 500hp** - Meets or exceeds specification requirements - Nomad Total Command (NTC) Vehicle Automation System - Nomad Standard 12 Year Warranty - Delivery & Training Included **Customer requested requirements included in base price:** *Please see the following pages for detailed specifications.* - Hydraulic Leveling System - Backup Camera System - Avigilon Card Entry System - Four (4) Flat Floor Slide Outs - Three (3) Exterior Workstations - Custom Paint (Silver) and Graphics Package - LED Scene Lights - Emergency Lights - One (1) 42' Pneumatic Masts - Two (2) Automatic Horizontal Arm Awnings - Orion Weather Station - Solid Surface Countertops - Galley - 50' 50A Shore Power Cord - 20KW Generator - Four (4) 15k BTU HVACs - Gold Communication System - Platinum AV System - 65" TV/Monitor - 55" TV/Monitor - Eight (8) Interior Workstations - Eight (8) Workstation / Desk Phones - One (1) Conference Phone - Sixteen (16) 34" Ultra-Wide Workstation Monitors - Apple-TV - Tereo 1281 Dual 2.0MP IP Color Camera	1	$995,356.92	$995,356.92
			SUBTOTAL BEFORE OPTIONS	***$995,356.92***
	RECOMMENDED OPTIONS			
~~001~~	~~360 Degree Camera System~~	~~OPT~~	~~$10,000.00~~	~~TBD~~
~~002~~	~~Mast Lighting (2x LED Mast Lights)~~	~~OPT~~	~~$2,495.00~~	~~TBD~~

Attachment: Nomad GCS Proposal 4-1-23 (13795 : Mobile Command Truck - Budget Amendment)

~~003~~	~~Satellite Internet System~~	~~OPT~~	~~$42,500.00~~	~~TBD~~
~~004~~	~~Printer Cabinet~~	~~OPT~~	~~$650.00~~	~~TBD~~
~~005~~	~~Multifunction Color Printer~~	~~OPT~~	~~$2,000.00~~	~~TBD~~
~~006~~	~~Additional 42' Pneumatic Mast~~	~~OPT~~	~~$19,500.00~~	~~TBD~~
~~007~~	~~Additional Automatic Horizontal Arm Awning (front street side)~~	~~OPT~~	~~$7,500.00~~	~~TBD~~
			TOTAL WITH OPTIONS	**TBD**

Technical Notes/Clarifications:

- Delivery 150 calendar days after receipt of Western Star chassis to Nomad GCS.
- Any purchases resulting from this quotation must reference this quotation or in some other way invoke the terms and conditions expressed in this quote.
- All pricing and specifications are proprietary and confidential to Nomad. No public distribution or dissemination is allowed without prior written permission from Nomad.
- Local and State sales taxes are not included in proposed pricing, unless otherwise required in the contract terms.
- 2% rebate available for prepayment in full.
- All projects are subject to availability.
- All projects are subject to a payment schedule of 50/25/25, unless otherwise specified in the contract.
    - 25% of payment at receipt of purchase order – 100% refundable (subject to chassis availability)
    - 25% of payment up delivery of chassis to Nomad GCS
    - 25% upon superstructure completion
    - 25% upon completion
- The project must be paid in full upon final acceptance before keys and title can be transferred.
- Invoices are due on receipt date. Finance charges will be added at a periodic rate of 1.5% per month applied to balances over 30 days old from invoice date.
- All quotes are valid for 30 days.
- 5% fee applies to credit card charges.

Thank you very much for your time and for considering Nomad for your Specialty Vehicle needs. The information that I have provided you is a small sample of the type of products and services that Nomad can provide. If you have any specific operational goals you need to meet that these specifications do not take into account, we would be pleased to work up some additional information for your review.

Please do not hesitate to call or email me if you have any questions or concerns. I look forward to hearing from you in the near future.

Sincerely,

Sam (Douw G.) Steyn
Solution Sales Manager
Nomad Global Communication Solutions
Office : 406.755.1721
Mobile: 406.885.2905
www.nomadgcs.com

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// SOLUTION SPECS

Coweta County Multi-Agency Command Vehicle (MACV)

Every Nomad Vehicle is a highly integrated “system of systems”, engineered from the ground up specifically to ensure users maintain connectivity and operability when missions are critical.

To ensure command, control and communication integrity, every project undergoes a comprehensive design-engineering-manufacturing-integration process. All systems will be fully configured, integrated and operational prior to customer delivery.

Nomad Vehicles are controlled and managed through a secure (NIST compliant) vehicle automation system called Nomad Total Command (NTC), focused on integrating all vehicle systems into a single, simple, and scalable ‘single pane of glass’ control interface to ensure the safest, most reliable mission operations possible.

1. CHASSIS

~~A. 2023 or Newer International HX620 SBA~~

~~1. Custom communications console in cab for mounting radios and controllers~~

~~2. GVWR: Up to 66,000 lbs.~~

~~3. Engine: Cummins CUM X15 500 V 5~~

~~4. Transmission: Allison~~

~~5. Horsepower: 500 hp~~

~~6. Color: Silver~~

B. 2024 Western Star 49X Chassis

1. Custom communications console in cab for mounting radios and controllers
2. GVWR: 56,000 lbs
3. Engine: Cummins X15 500HP
4. Transmission: Allison
5. Horsepower: 500 HP
6. Air Ride Suspension
7. Dual Rear Axles
8. Color: Silver Metallic Elite

2. CHASSIS CONSTRUCTION

A. General Body Specifications

1. Shelter Design: Aluminum superstructure / steel substructure.
    a. Engineering: Design, Engineering and Manufacturing certified by 3rd party Engineering firm.
        i. Engineered, manufactured, and certified to applicable NATM, RVIA, NFPA, OSHA, FVMSS and Mil-STD guidelines.
    b. The main frame of the shelter is comprised of the following features, and purposefully engineered to minimize weight while maximizing payload.
        i. Long sills of 3”x6”x.125” HSS A36/A500 tube
        ii. Cross members of 2”x3”x0.125” HSS A36/A500 tube
            i. Standard build is 16” O.C. framing.
        iii. Full perimeter frame of 2”x3”x0.125” HSS A36/A500 tube at outside perimeter of cross members.
        iv. Fully welded joints to ensure maximum strength and longevity.
        v. Fully undercoated to maximize resistance to corrosion.
2. Capacity:
    a. ~56,000 lbs.
3. Dimensions:
    a. Exterior:
        i. Standard Lengths: ~46’

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ii. Width: 8’6”
iii. Height: 13’6”

b. Interior:
i. Length: 35’
ii. Width: 7’6”
iii. Height: 7’ Standard

4. DOT lighting to meet or exceed FMVSS 108 will be included.
a. Stop/Turn/Tail, Reverse Lamps, Side Marker Lamps, Clearance Lamps, and Identification Lamps will be LED and meet applicable SAE lens coding requirements.
5. Four (4) point automatic hydraulic leveling system will be installed and integrated to the vehicle automation system.
6. Collision Mitigation Systems:
a. Back up camera system will be installed and integrated to vehicle automation system.

3. SHELTER CONSTRUCTION

A. Shelter Wall Structure
1. The Shelter of the vehicle will be fabricated from 2”x2”x0.125” aluminum tube framing on 16” centers.
a. Sidewalls will be rivetless and be sheeted with a minimum of .090” thick aluminum sheet; butted together and chemically adhered to the aluminum frame with structural adhesive.
b. Walls are structurally fastened to the sub-frame.
c. Joints and seams will be fully welded, sealed, or weather proofed.
2. Each entrance door and operational compartment will be equipped with drip molding.
3. Wall reinforcement has been engineered and installed, as applicable, where external wall mounted equipment is located.

B. Shelter Roof Structure
1. Roof bows will be fabricated from 2”x2”x0.125” 6000 series aluminum tubular beams.
a. Roof bows are crowned to facilitate rainwater runoff.
2. The roof will be skinned with a single sheet of .040” aluminum that will be chemically adhered to the roof bows.
a. Standard roof skins are chemically adhered with structural adhesive to each roof bow and finally sealed with UV-stabilized Dicor lap sealant to ensure a watertight seal.
b. All equipment mount roof penetration screw locations and seams will be sealed with UV-stabilized Dicor lap sealant.
c. The aluminum roof will be finished with no less than three (3) coats of highly flexible UV-reflective elastomeric roof coating.
3. The roof is engineered and constructed to support a live load of 25 psf.
4. Roof sections reinforcement has been engineered and installed where air conditioning units or other roof mounted equipment is located.

C. Entrance Door(s) & Step(s)
1. One (1) 32” x 80” standard size entry door will be installed on the curbside of the shelter.
a. Card reader entry security will be included.
b. The card entry system installed will be Avigilon.
2. Entrance door will include a pneumatic strut to keep the door open or closed as required.
3. Entrance door will have an automotive grade seal to provide watertight access.
4. Entrance door will be equipped with a 20% smoked grey tempered safety glass window.
5. Entrance door will be equipped with an interior grab rail to securely close the door from the inside.
6. Entrance door (standard width only) will be equipped with a manually deployed external step system (Options dependent on skirt selection).
7. The entrance door will be equipped with an exterior grab rail or handrail.

D. Exterior Compartments
1. Incident Command vehicles are equipped with a commensurate amount of under chassis storage.
a. One (1) generator compartment will be provided.
b. One (1) battery compartment will be provided.

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c. Three (3) storage compartments will be provided.
    i. Additional storage compartments will be included if final design allows for this.
    ii. Final number of storage compartments will be determined by engineering and location determined at the external design review.
d. Compartment door will have an automotive grade seal to provide watertight storage.
e. Door status (open/closed) are integrated to the vehicle automation system.
f. Some area of the compartment(s) may be occupied by selected optional accessories.

E. Paint / Graphics
1. Standard shelter paint schemes will be single color SILVER to match chassis.
2. All paint applications will conform to the paint manufacturers requirements and recommendations.
3. Custom basic graphics package will be included. Package to include agency logo and "Mobile Command Vehicle" text on curbside, streetside and rear of the vehicle.

4. EXTERIOR ACCESSORIES

A. Roof Access Ladder
1. Flip Down Ladder Steps will be installed on the rear of the shelter for roof access.

B. Exterior Workstation(s)
1. Three (3) integrated weather resistant exterior workstations will be installed.
    a. Two (2) integrated weather resistant exterior workstations will be installed on the curbside of the shelter.
    b. One (1) integrated weather resistant exterior workstation will be installed on the street side of the shelter in the front slide out.
    c. Each exterior workstation will include the following:
        i. One (1) 50" monitor
        ii. One (1) HDMI
        iii. Two (2) CAT6
        iv. One (1) duplex 110V AC outlet with two (2) USB charging ports
        v. Fold-out worktop

C. Exterior Perimeter Lights
1. Ten (10) LED scene lights will be installed on the exterior of the shelter to improve safety during nighttime operations. -
    a. Two (2) lights will be located on the front, and two (2) lights will be located on the rear of the shelter.
    b. Three (3) lights will be located on the curbside and three (3) lights will be located on the street side of the shelter.
    c. Integrated to vehicle automation system

D. Exterior Emergency / Warning Lights
    a. Ten (10) exterior LED emergency lights will be installed.
    b. Colors will be Red, Blue, and White
    c. Two (2) lights will be located on the front, and two (2) lights will be located on the rear of the shelter.
    d. Three (3) lights will be located on the curbside and three (3) lights will be located on the street side of the shelter.
    e. Integrated to vehicle automation system

E. Pneumatic Mast
1. One (1) 42' Will-Burt (or equivalent) masts will be installed on the curbside at the rear of the shelter.
    a. Mast will have an approximate height of 42' and can lift 200 - 300 pound head capacity depending on the mast selected. Actual payload will be less due to nycoil and other factors.
    b. Mast will include 1-1/4" ID Nycoil for routing of power and data to mast head.
    c. Mast integrations include a mast head engineered to be a camera / antenna mounting platform
    d. All controls and pneumatic supply to operate mast are integrated into vehicle automation system along with manual back up controls.

F. Awnings

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1. Two (2) automatic, electric horizontal arm awnings will be installed on the curbside of the vehicle spanning the entire length. The goal of Coweta County is to have the passenger side in its entirety to be covered by awnings.
    a. All controls to operate awning are integrated into vehicle automation system along with manual back up controls.
    b. Integrated auto-retract systems are installed to protect the awning, occupants, and shelter from high wind damage.
    c. LED lighting run along length of extended awning.

G. Slide Out(s)
1. Four (4) 10' to 12' flat floor slide outs will be included.
    a. Two (2) slide outs will be located on the street side of the shelter
    b. Two (2) slide out will be located on the curbside of the shelter
2. The 12' slide outs are subject to engineering approval and the location will be determined at the external design review.

H. Weather Station(s)
1. One (1) Orion weather stations will be included.

5. SHELTER INTERIOR

A. Layout – See Drawings
1. The shelter will include three (3) separate areas separated by midwall with one (1) pocket door.
    a. Work Area at the front of the shelter
        i. Three (3) workstations installed and integrated in the front curbside slide out.
        ii. Three (3) workstations installed and integrated in the front street side slide out.
        iii. Each workstation will contain the following:
            i. One (1) duplex 110V AC outlet with two (2) USB charging ports
            ii. Three (3) CAT6
            iii. One (1)-black rolling task chair with armrest and travel mounts
            iv. Overhead cabinets will be installed above each workstation
        iv. Two (2) 34" horizontally stacked Ultra-wide monitors
        v. One (1) HDMI will be provided in each slide out location and connected to the Matrix Switch system.
        vi. One (1) corded mic at each workstation for radios.
        vii. One (1) 55" TV/Monitor installed on the front wall of the shelter.
    b. Entry / Electronics Area of the shelter
        i. One (1) Galley
        ii. Storage Closet
        iii. Data Rack
        iv. Electrical Cabinet
    c. Conference Area at the rear of the shelter
        i. One (1) conference table with two (2) laptop connection points with each having the following:
            i. Two (2) 110VAC plugs
            ii. Two (2) USB charging ports
            iii. Three (3) CAT6
            iv. One (1) HDMI connected to matrix switch system
            v. Eight (8) black rolling task chairs with armrests and travel mounts
        ii. One (1) 65" TV/Monitor installed on the rear wall of the shelter
        iii. Two (2) workstations will be installed with one (1) in each slide out containing the following:
            i. One (1) duplex 110V AC outlet with two (2) USB charging ports
            ii. Three (3) CAT6
            iii. One (1) black rolling task chair with armrest and travel mounts.
            iv. Overhead cabinets will be installed above each workstation
            v. Two (2) 34" horizontally stacked Ultra-wide monitors

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vi. The workstation will be facing towards the rear of the shelter (see drawings). NOTE: These rear facing workstations may be too wide to fit in the slide out, and final layout will be determined at the external design review.

iv. Two (2) full height cabinets
   i. One in each slide out – see interior drawing for location with final location to be determined at the external design review.

v. Two (2) 36”x48” whiteboards will be installed in the slide outs.
   i. One (1) whiteboard will be installed in the curbside slide out, and one (1) whiteboards will be installed in the street side slide out. (see drawing for location)

vi. A full width countertop will be installed under the rear TV, behind the conference table.

B. Finishes
1. Interior walls will be fabricated from 3/8” plywood screwed to the vertical support structure.
2. Sub-wall to be applied with flush head mechanical fasteners spaced on a maximum of 16” centers.
3. The wall covering will be finished with commercial grade sound dampening fabric throughout.
4. Insulation:
   a. Walls and ceilings will be insulated with a closed cell polystyrene architectural grade, moisture resistant rigid foam. Insulation will have a thickness between 1-1/2” to 2” based on calculations, and a nominal density of 1/5 lb./ft^3. Additional C-shaped insulation with a thickness of 1/2” will be installed over the majority of aluminum wall frame to limit thermal bridging.
5. All vehicle sub flooring will be constructed using 1-1/8” TIG plywood.
   a. The floor will be finished with black commercial grade Lonseal Loncoin. Flooring will be continuous, with all exposed edges capped.
6. Critical wiring can be accessed through wiring chase’s running the full length of the curb and street sides of the vehicle in the ceiling. All wiring chase covers will be fabricated from 3/8” plywood covered with commercial grade fabric to match other interior fabric.
7. Interior ceiling will be fabricated from 3/8” plywood wrapped with commercial grade fabric as removable panels for future access and ease of wiring runs and expansion.

C. Cabinet Construction
1. All cabinetry will be fabricated from aluminum and coated light gray.
2. Cabinets will have white dry-erase fronts.
3. Aluminum panels will be 5000-series alloy, extrusions will be 6000-series alloy, with principal walls no less than .090” thick.
4. Cabinet latches are powder coated.
5. Hinges are continuous extruded aluminum and shelf brackets are zinc plated.
   a. Overhead aluminum cabinets designed to fit standard 3- ring binders with construction as described above and illustrated in drawings.

D. Workstations / Worktables
1. Workstations / Work-Conference Tables will be equipped with the following:
   a. Work surface:
      i. Fabricated from ¾” plywood and ½” MDF with solid surface countertops will be installed in the interior of the shelter.
   b. Workstation Supports:
      i. Brushed finish 0.190” thick aluminum wall brackets for extended lengths
      ii. Black wrinkle powder coated 1”x1”x1/16” continuously welded tubular vertical supports for extended lengths.
   c. Network/Power Communication Ports
      i. Up to three (3) data ports.
      ii. One (1) duplex 110V AC outlet with two (2) USB charging ports

E. Lighting
1. Interior lighting is low-profile surface mount LED.

F. Galley
1. Galley will be installed in the entry section on the curbside of the shelter and will include the following:

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a. Microwave
b. Coffee Maker
c. Mini Refrigerator

G. Safety Equipment
1. All individual spaces will be equipped with a smoke / CO detector.
2. All individual spaces will be equipped with a fire extinguisher (sized for vehicle).
3. Activation of vehicle reverse will activate an audible OSHA approved back-up alarm.

6. ELECTRICAL DISTRIBUTION SYSTEM

A. AC Power Distribution
1. The AC power distribution panel will be installed and equipped with single-phase, three-wire service and be configured with thermal magnetic circuit breakers sized for 125% of the anticipated load.
a. AC electrical panel includes red letter multimeter.
i. OLED digital multimeter.
2. Outlets:
a. 120V 20A duplex outlets will be installed throughout vehicle.
i. Outlets will be installed adjacent to respective equipment
ii. One (1) duplex outlet with integrated USB power ports at each workstation
iii. Duplex outlets as appropriate on exposed walls.
b. Two (2) 120V 20A GFCI protected duplex outlets installed on the exterior.
3. Shore / Incoming Power:
a. One (1) Marinco 50A 120/240V shore power inlet will be installed on the streetside.
b. One (1) 50’ Marinco 50A shore power cord
c. One (1) 50A to 30A pigtail adaptor.
d. Kussmaul Auto Eject
i. One (1) Kussmaul Auto Eject 15A outlet will also be installed on the streetside for charging of the battery system.

B. Generator
1. One (1) 20KW Cummins Onan Commercial Mobile AC diesel engine generator will be mounted in a compartment engineered for thermal and sound reduction.
2. Generator function is integrated and controlled via the vehicle automated control system. The system also includes a remote start panel for manual backup.
3. Fuel supply will be plumbed into vehicle fuel tank where applicable.
a. Fuel supply will be sized to insure no less than 24 hours of uninterrupted operation at full load before refueling.
b. Fuel levels are displayed on the vehicle automation system along with a physical fuel gauge at the vehicle control center.
4. Exhaust:
a. Exhaust is ported away from entrances, windows, and slide outs (where applicable), extending beyond the edge of the side wall skirt.

C. DC Power Distribution
1. One 12V Distribution panel will be installed
a. Electrical panel includes red letter multimeter.
i. OLED digital multimeter.
b. All 12V circuit breakers will be resettable and appropriately sized 125% of anticipated load.
c. One (1) 12V main disconnect switch will be installed in the vehicle control center.
2. Two (2) Group-31 12V deep cycle lead acid auxiliary batteries will be provided.
3. At least one (1) PFC 85A converter will be directly connected to the system to provide sufficient power to all vehicle based 12V systems. This converter will also provide charging to the auxiliary batteries.
4. One (1) 12V manual master disconnect switch will be installed in the vehicle battery compartment.

D. Wiring Standards

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1. All electrical circuits and appliances will be UL listed and conform to applicable national electric codes, NEC and FMVSS regulations.
2. Main supply lines will be a minimum of 2-gauge copper multi-stranded battery cable.
3. The vehicle will be wired for both AC and 12VDC.
4. All wiring will be separated in relation to application and will feature separate and distinct AC and DC control panels and circuit breakers.
5. All wiring will be run behind vehicle walls with access points clearly marked and engineered for ease of replacement or additions.
6. All wiring will be bundled, tied, trimmed, and numbered or lettered at terminal ends and protected from chafing and abrasion.
7. Where wire passes through a bulkhead, body member or sheet metal, it will be protected by plastic or rubber grommets or conduit. All wires and looms will be routed to assure that they do not abrade or be damaged by any part of the chassis, engine, or body.
8. Cabling will be supported on minimum 16" centers.

7. HVAC

Standard heating, ventilation, and air conditioning (HVAC) system will be engineered to keep interior temperatures between 68F and 74F when exterior temperatures are between +10F and +110F. Systems are controlled by the vehicle automation system and engineered for redundancy.

A. Cooling
   1. Four (4) standard systems utilize roof mounted HVAC units with a cooling capacity output of 15,000 BTU/h per unit. These roof mounted units are readily available as commercial off the shelf (COTS) products for ease of repair or replacement as necessary. The use of multiple rooftop units provides built in redundancy.
      a. Contain a 1500W de-icing coil.
      b. Controlled via the vehicle automation system.

B. Heating
   1. Four (4) 1500W-1900W fan-forced wall mounted heaters will be installed throughout the vehicle controlled by wall mounted thermostats.
      a. Controlled via the vehicle automation system.

C. Fan Ventilation / Circulation
   1. Three (3) powered roof vents will be installed. See drawings for locations.

D. HVAC Distribution
   1. Standard air handling is done through direct discharge from the HVAC units to maximize air flow and limit the time to temperature change.

8. COMMUNICATIONS NETWORK INFRASTRUCTURE

A. Data Infrastructure
   1. Network Rack
      a. One (1) commercial grade 40U, 26" deep electronics rack (other heights / depths available) with removable side panels will be installed in the middle of the vehicle. Rack design and equipment installation will facilitate passive thermal management.
      b. Rack(s) will be structurally fastened to the floor but provide standard vibration isolation for equipment protection.
         i. Four (4) low-profile high dampened silicone elastomer failsafe mounts are bolted to the base of the rack.
         ii. Dampeners provide 3-axis protection for rack equipment.
      c. A powder-coated finish will be applied to the rack for durability and scratch resistant.
      d. Panduit Patch Panels - Cat6 patch panels will be installed in the communications rack to route data communications.
      e. Wireminders – Rackmount wireminders with covers will be installed to assist in cable management in the electronics data rack.

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2. Network Power:
    a. 120V AC Power:
        i. One (1) double-conversion 3KVa UPS will be included and installed
            i. Power to the UPS units is controlled via the vehicle automation system as well as via back up on/off switches on the UPS units.
            ii. The double-conversion UPS provides substantial improvement in equipment protection over standard UPS technologies.
            iii. UPS units have been tested to ensure full operability with generator power.
            iv. Rack will contain two (2) 120VAC PDU power strip(s).
        ii. 12VDC:
            i. 100 amps of thermally protected 12V DC power is provided via a 20x8-32 hot sub bar adjacent to the electronics rack.
3. Network Distribution
    a. Wiring/Cabling:
        i. The shelter will be pre-wired for data, voice, and video.
            i. Wiring and cables will be run through chase ways. Chase ways are covered with color-matched fabric to blend into the wall paneling and provide separation between AC/DC power cabling, radio, voice, data, and AV cabling.
            ii. All data communication cabling and accessories will be Cat6.
    b. Patching:
        i. Panduit Patch Panels – One (1) modular 48-port Cat6 patch panel(s) will be installed in the communications rack to route data communications.
        ii. Wireminders – Rackmount wireminders with covers will be installed to assist in cable management in the electronics data rack.
        iii. Modules are fabricated from aluminum and include engraved cover plates to clearly identify each port and its purpose. Port labels directly correspond with respective cabling and ports in the data racks' patch panels.
    c. Network Interface / IO Panel:
        i. One (1) 2-panel (up to 16 ports total) modular network interface panel will be installed on the streetside and fabricated from 0.125" (minimum) aluminum and integrated through the shelter to facilitate hardwired distribution of audio, data, and video signals.
            i. The network interface panel door will include an automotive grade seal to maintain weather integrity.
            ii. The network interface panel is engineered to allow the panel door to be closed and locked with most cables remaining connected to the module ports.
            iii. The interior of the panel is equipped with a 12V LED light for nighttime operations, facilitating port identification and connections.
    d. External Shelter Pass-Through Access:
        i. One (1) key locking pass-through with weatherproof door will be fabricated from 0.125" (minimum) aluminum and be installed to permit cables to pass through from the exterior to the interior of the shelter and routed to the electronics rack.
            i. The pass-through clear opening is no less than 2.25" to accommodate large cable bundles / plugs.

B. Antenna Mounting / Ground Plane Systems
1. Modular Antenna Mounting System:
    a. Static antenna mounting will be 0.090" formed aluminum with machined NMO mounting spaced at 16" in groups of four (4).
2. Wiring/Cabling:
    a. Nomad standards are LMR-240.
        i. LMR-240 coax runs will be routed from the radio rails to the radio installations in the electronics rack or cab of the vehicle.

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9. **COMMUNICATION SYSTEMS**

Every Nomad mobile operations center is equipped with Intelligent Routing Technology (IRT) to ensure users maintain mission connectivity.

IRT looks at available networks, grades them on speed/throughput, jitter and latency, and other user-defined criteria (Ex: Cost), then automatically selects and connects to the best one. These optimizations happen behind the scenes, without human intervention, several times per second.

A. Intelligent Routing Technology (IRT)
   1. Logic : Incoming Wide Area Network (WAN) Internet connections are automatically catalogued and graded by the unit's Nomad Total Command (NTC) system. Quality grades are assigned to each connection. IRT selects the one with the highest score (scores can be manually weighted if desired) and utilizes it until circumstances (ex: cell tower overload) result in a scoring change. IRT then switches to the new WAN connection as soon as any current voice traffic is complete (in-progress calls will not be interrupted)
   2. Technology: Cisco routing (wired and wireless) and Gigabit switching.
   3. IRT Packages:
      a. Gold Communication Package
         i. Gold Communication System
            i. Routing - One (1) Cisco 4331 with Voice
            ii. Switching - One (1) Cisco 2960x GB-POE-24
            iii. Cell Bonding Router - (1) Dejero M6E6F with 3-year blending services
               1. Dejero Blending Services
                  a. Dejero Cloud Update and Blending Service
                  b. Dejero network management services
                  c. Cloud management from Dejero Control
            iv. Wi-Fi - One (1) Ubiquiti Cloud Key with One (1) Access-Point
            v. VoIP - Eight (8) Cisco Desk Phones and one (1) Cisco Conference Phone
               1. One (1) phone will be at each workstation, and one (1) conference phone will be at the conference table
               2. An alternative location can be determined at the external design review.
            vi. UPS - One (1) Staco Double Conversion UPS up to 3kVa
            vii. Data - One (1) year VoIP & Cellular Data services included
               1. VoIP Service
                  a. Four (4) Concurrent Voice Calls over shared IP circuit
                  b. Unlimited minutes usage plan
                  c. Four (4) Direct inward Dial (DiD) telephone numbers with local area codes
                     i. Additional DIDs available upon request
               2. Cellular Data Plan
                  a. Unlimited Data
                  b. ATT, T-Mobile, & Verizon Cell Carriers
            viii. Installed and Configured

B. Design Documentation and Testing
   1. System Design Documentation to include:
      a. Network Diagrams detailing the full integration of all equipment will include:
         i. IP Network
            i. Wired, wireless and MESH configurations
         ii. Radio Interoperability
         iii. IRT System
         iv. Video Broadcast System (if applicable)
         v. Remote Access and Systems Management
         vi. Vehicle Automation Systems
   2. Integration Certifications to include:

Attachment: Nomad GCS Proposal 4-1-23 (13795 : Mobile Command Truck - Budget Amendment)

a. Cisco Partner Certification
b. Cisco Certified Network Engineering (or proof of 10+ years of network engineering experience)
c. Cisco Certified Network Administration (CCNA)
d. Cisco Certified Network Administration – Voice
e. Rajant / Silvus Partner Certification
f. Vehicle Automation Systems Engineering Certification

10. AUDIO VIDEO SYSTEMS:

Every Nomad mobile operations center is equipped with an Audio Video Distribution System to ensure users and stake holders maintain mission awareness.

A. Packages
   1. All equipment is Non-TAA Compliant
   2. Eight (8) KVM for Dispatch Workstations
   3. Apple-TV for Screen Casting from Apple Devices
   4. Platinum AV System
      a. One (1) 16x16 HDMI Matrix, 4k, rack switchable
      b. Two (2) 10" Control Screens
      c. Custom AV Programming
      d. Eight (8) HDMI runs
      e. Eight (16) HDMI Runs with Binary Extenders
      f. Eight (16) Monitors up to 32" with Mount
      g. One (1) Monitor up to 50" with mount
      h. One (1) 50" External Monitor with mount
      i. One (1) Lift & Lay direct tv HD dish
      j. Two (2) DirectTV receivers mounted in rack
      k. One (1) digital tv antenna
      l. One (1) digital tv receiver mounted in rack
      m. Installed & Configured

B. Scene Surveillance Systems
   1. Camera(s)
      a. One (1) Tereo 1281 Dual 2.0MP IP Color Camera
         i. 500-meter Laser IR, 33X Optical, PTZ, IP Controller, IP66
         ii. Mast Mount
         iii. Ambrella Chipset
         iv. NDAA Compliant
         v. One (1) Arteco NVR with Dell Server, 4TB SSD Storage
         vi. Six (6) 8mp Situational Awareness Cameras
         vii. One (1) Digital Barriers Streaming Device
         viii. Installed and configured

11. Customer Required Items

A. Thor Guard lightning detection system will be included
   1. Sensor and strobe will be installed on the roof top
   2. The Thor Guard monitor will be located in the conference room at one of the workstations. Location will be determined at the external design review.

12. Nomad Total Command (NTC) Training, Safety & Automation System

NTC is a fully custom Nomad designed and developed automated vehicle control system. This system is designed to safely deploy a vehicle to a complete operational state, as well as safely stow a vehicle at the completion of the mission.

A. One (1) integrated intelligent touchscreen tablet with a 7.8” minimum viewable screen size will be used as the control screen. Integrated mounting system within truck cab for use while in transit. Removable for remote use exterior to vehicle

Attachment: Nomad GCS Proposal 4-1-23 (13795 : Mobile Command Truck - Budget Amendment)

or within rear command body.

B. One (1) integrated intelligent touchscreen with a 7.8" minimum viewable screen size will be used as the control screen, permanently mounted in the rear command body.

C. Dashboards are available to customize both information and controls onto a single user dashboard screen.

D. NTC is NIST 800-171 compliant for Access-Control, Logging, Identification / Authentication, etc.



E. Integrated Deployment Wizard works like a trainer that deploys with the vehicle on each deployment to provide step-by-step prompts within NTC to ensure proper setup and shutdown of all critical systems, reducing training time and increasing consistency, effectiveness, and safety of deployments.

1. The Deployment Wizard further assists to ensure that the order of deployment is correct for every deployment, regardless of who is operating the vehicle.
2. Deployment Wizards can be customized and redesigned to allow for multiple deployments, including but not limited to maintenance deployments, training exercises and regular operations.

F. Analytics & Reporting System tracks and reports on asset and system usage. For instance, how many times the awning was deployed, and how many seconds are on the awning motor.

1. Analytics can also tell you about your last deployment(s), how long they were, what systems were used, and how much fuel or consumables you used.
2. Analytics will use predictive A.I. to help predict when your next maintenance will be due based on historical usage of the system, allowing the user to schedule more effectively.
3. When used in conjunction with the notification module, it will tell you, "At current fuel consumption you will need to refuel within the next X minutes." This can greatly simplify the management of logistics for your deployment.
4. When used with Intelligent Routing (IRT), analytics can tell you how much bandwidth you used, on what internet connection, and you can use this data to purchase the correct internet plans for your command vehicle. This will help to guide you in allocating funds where your team needs resources the most while reducing costs in areas where they are not being used.

G. Maintenance System tracks the manufacturer recommended maintenance cycles of the various vehicle systems and then logs and tracks that those maintenance items have been completed, and by who.

1. Maintenance Wizard allows a user to walk through a step-by-step wizard that helps you do the maintenance required. It will show pictures of the thing you should be looking at, tools required, etc., and at the end will log that the maintenance was done, by who, and how long it took. Completing a maintenance wizard will reset maintenance warnings and send appropriate notifications to contacts that are setup in the notification system. This will ensure that all necessary maintenance is done on time and properly.
2. Users can add their own maintenance notifications to the list such as: Windows updates on all workstations, recharge the fire extinguishers, or resupply consumables, etc.

H. Notifications allows a user to setup notifications to be sent via text or email about things they care to know about.

1. Sample Notifications include:
    a. Time to bingo fuel
    b. When maintenance items are upcoming, due, or completed
    c. When temperature goes above or below a threshold
    d. When a door opens
2. User can set whether notifications should be repeated or not
3. Users can set certain times that the system can send notifications
    a. For example, you can set to only be alerted of a door opening in the middle of the night rather than during daytime use when openings are expected.
4. Unauthorized system access or repeated unauthorized attempts to access.

I. NTC offers the following language features:

1. All common functionality of NTC is offered in multiple languages
    a. English
    b. Spanish
    c. Arabic
    d. We will add more languages at the customer's request.
2. Ability to set language preference per user

Attachment: Nomad GCS Proposal 4-1-23 (13795 : Mobile Command Truck - Budget Amendment)

3. Note* Logs that are important to NTC internals are in English only.

J. Document & Media Storage
   1. NTC will store and display important documents for your vehicle.
      a. User Manuals
      b. Construction Pictures
      c. CAD Drawings
      d. Wiring Diagrams
      e. Etc.

K. When connected NTC will permit personnel with the proper authority to be able to control the vehicle's systems with wireless web-enabled devices as applicable.

L. Integrated system deployments are fully controlled through the tablet's touchscreen interface.
   1. Automatic incoming AC power management
      a. Touchscreen display shows incoming line voltage and frequency.
      b. NTC will detect reverse polarity from shore or generator inputs and will not permit power to be received from that source until polarity is corrected.
      c. System will assess if incoming power is safe for system and will only switch over to shore or generator if it passes diagnostic tests of system.
      d. System includes manual controls to switch between shore and generator power sources.
   2. Generator
      a. Touchscreen controls to START and STOP Generator.
      b. System includes secondary, manual controls for backup/emergency START and STOP of the Generator.
   3. Auto-Leveling System
      a. Touchscreen controls provide Auto-level and Auto-Retract control of leveling system.
      b. Includes integrated level sensors.
      c. Includes secondary, manual controls for backup/emergency operation of the leveling system.
   4. HVAC System
      a. Touchscreen controls provide heating and cooling from roof mounted AC unit and heating from an electric forced air heater.
   5. VSAT Antenna (if applicable)
      a. Touchscreen controls deploy and stow the VSAT antenna (if applicable).
      b. System includes secondary, manual controls for backup/emergency operation of the VSAT antenna.
   6. UPS (if applicable)
      a. Touchscreen controls turn on and off the UPS system when there is Power to the UPS.
      b. Touchscreen display shows incoming line voltage, battery life in minutes.
   7. Battery Monitor
      a. Touchscreen display shows battery voltage, and amp meter.
      b. Physical display shows same information.
   8. Awning
      a. Touchscreen controls extend and retract the awning.
      b. System includes secondary, manual controls for backup/emergency operation of the awning.
   9. Pneumatic Mast
      a. Touchscreen controls extend and retract functions of the mast.
      b. System includes secondary, manual controls for backup/emergency operation of the mast.
   10. Exterior Scene Lights
      a. Touchscreen controls turn exterior scene lights on and off.
      b. System includes secondary, manual controls for backup/emergency operation of the scene lights.
   11. Exterior Ground Lighting (if applicable)
      a. Touchscreen controls turn exterior ground lights on and off.
      b. System includes secondary, manual controls for backup/emergency operation of the ground lights.
   12. Interior Lighting
      a. Touchscreen controls turn interior lights off by room.
      b. System includes secondary, manual controls for back-up/emergency operation of interior lights.

Attachment: Nomad GCS Proposal 4-1-23 (13795 : Mobile Command Truck - Budget Amendment)

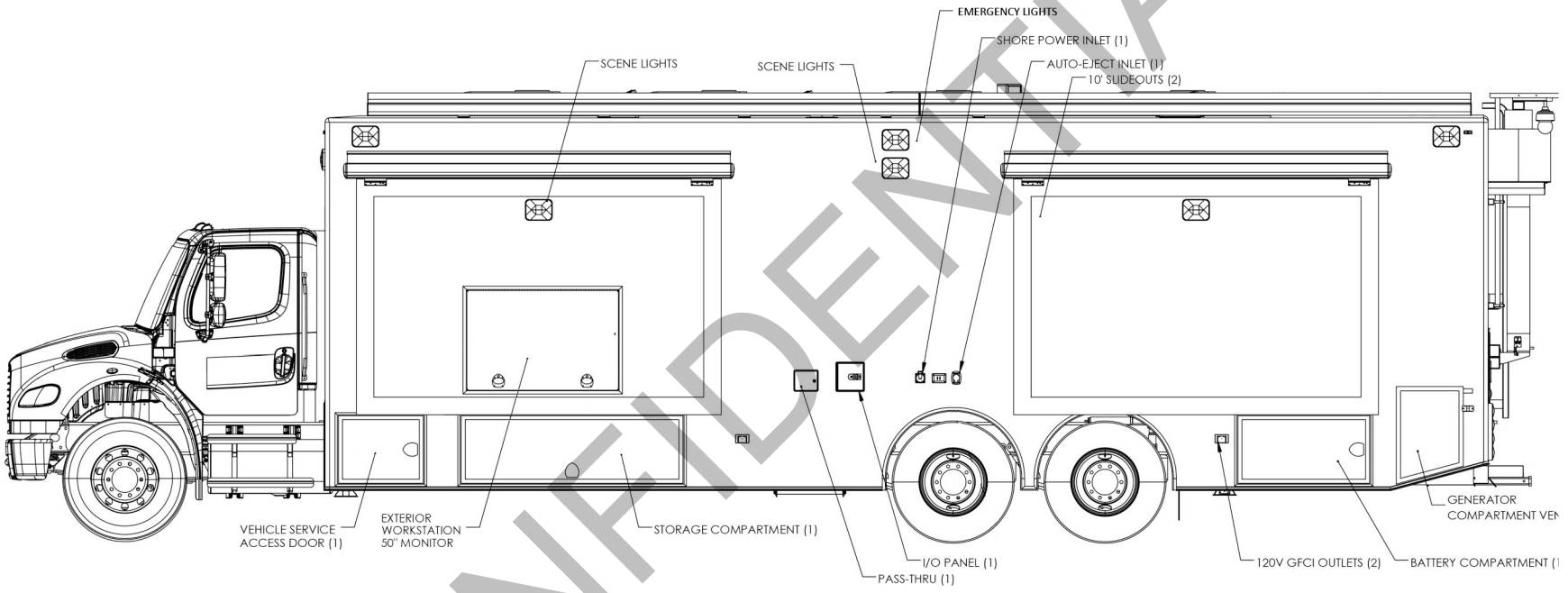
13. Interlocks
    a. System will have interlocks on applicable systems to prevent the truck from starting if interlocks are not "safe."
        i. Mast
        ii. Awning
        iii. Doors
        iv. Leveling Legs
        v. VSAT

13. DELIVERY & TRAINING

A. Delivery
    1. Delivery will be 365 calendar days after receipt of order (ARO)
    2. Delivery of MACV will be to Coweta County 911 / EMA

B. Training
    1. Onsite training will consist of a minimum of eight (8) hours and will include but limited to:
        a. Demonstration of vehicle equipment
        b. Training of vehicle setup
        c. Clarification of any questions

Attachment: Nomad GCS Proposal 4-1-23 (13795 : Mobile Command Truck - Budget Amendment)



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ENGINEER		
Q.A.		
MFG APPR.		

NOMAD GCS

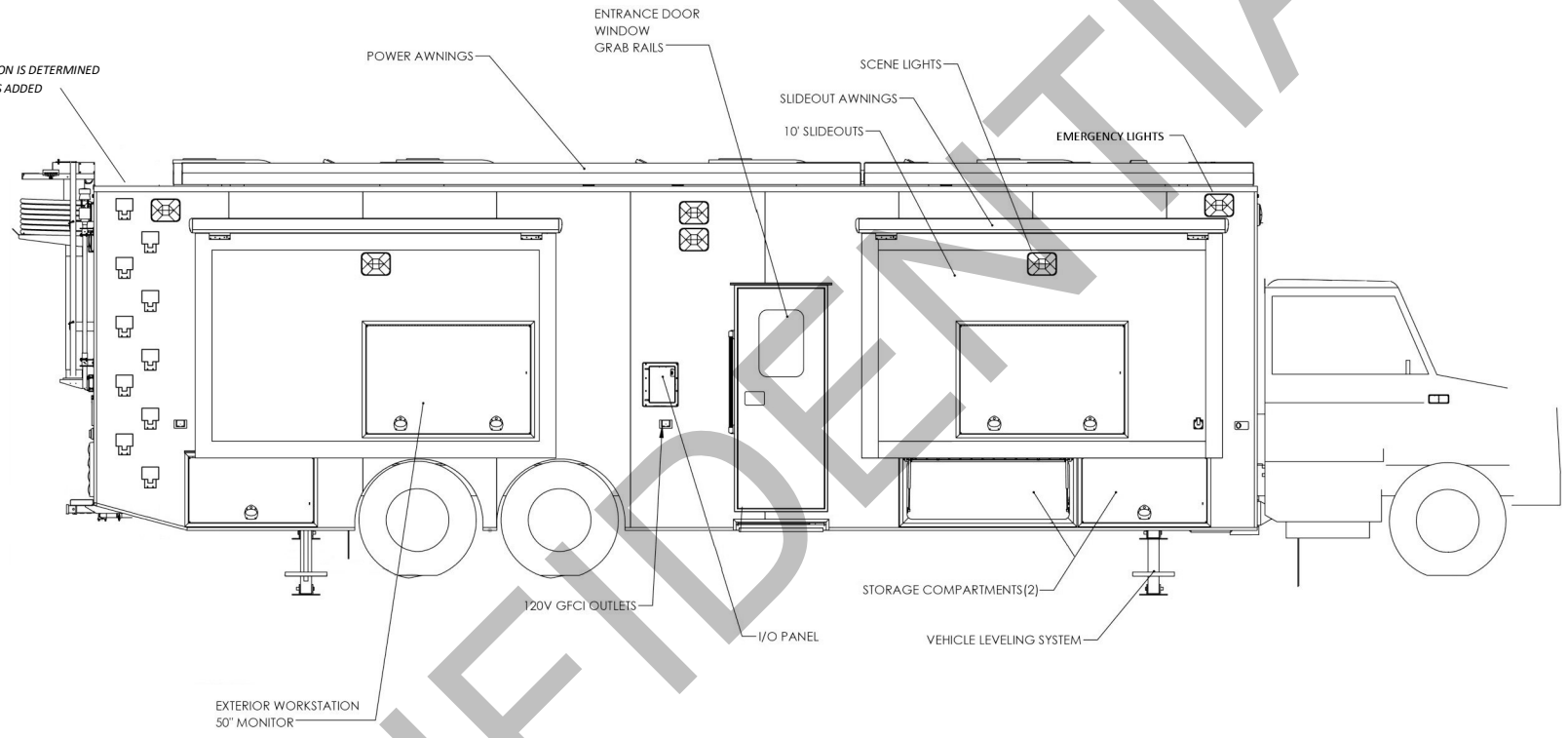
TITLE:
COWETA COUNTY MACV

STREET SIDE EXTERIOR DETAIL

DWG. NO. | REV.

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TITLE: COWETA COUNTY MACV
CURBSIDE EXTERIOR DETAIL

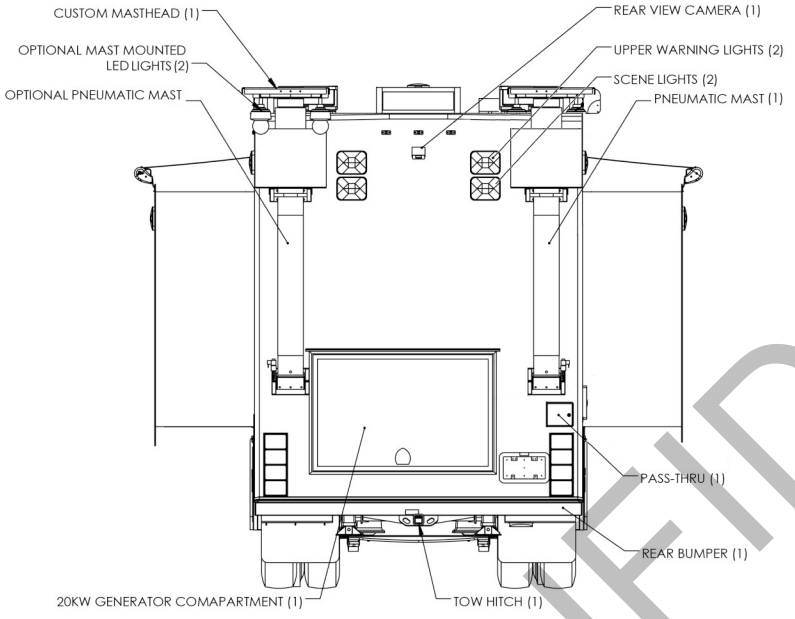
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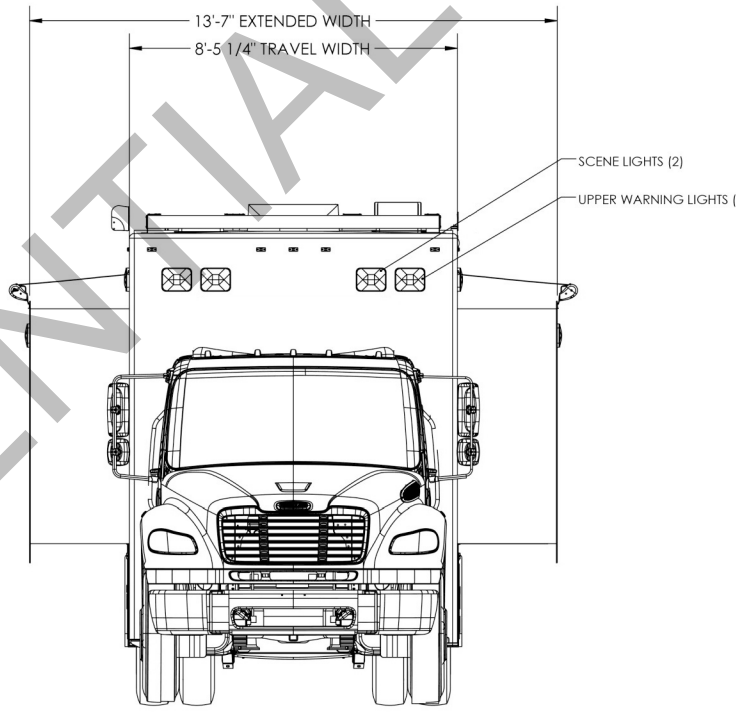
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NOMAD GCS

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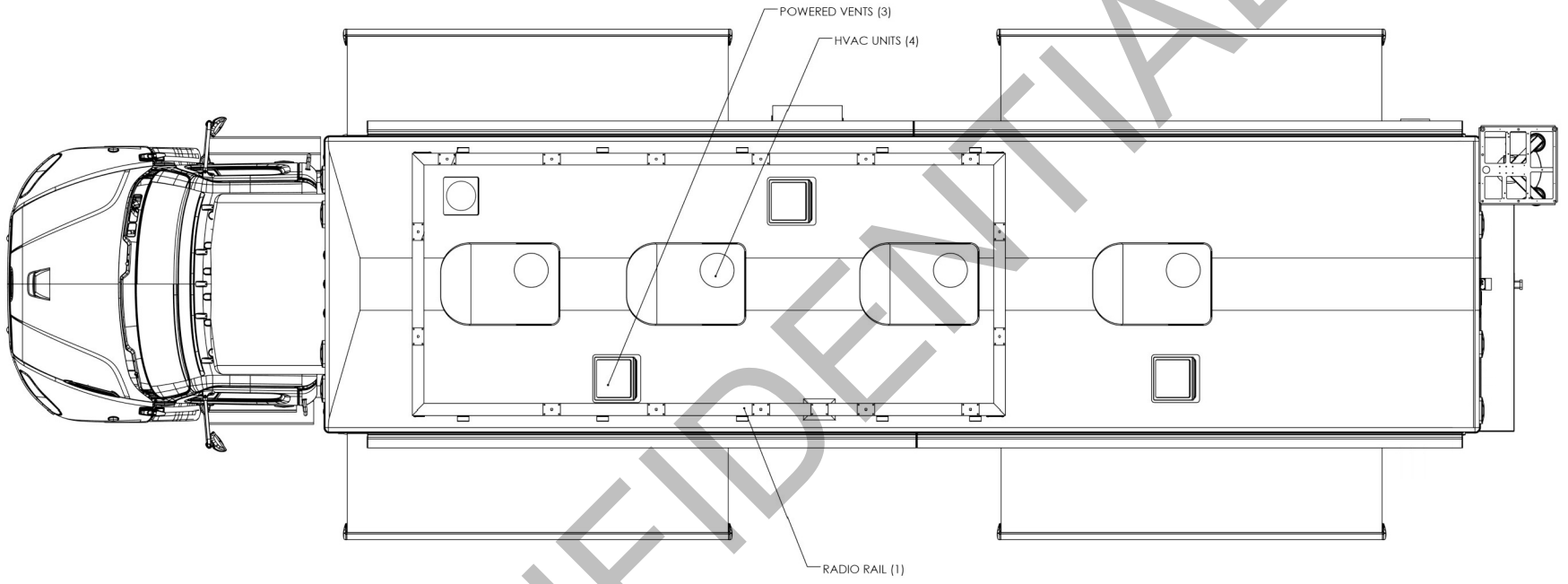
COWETA COUNTY MACV

FRONT & REAR EXTERIOR DETAIL

DWG. NO. REV.

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Attachment: Nomad GCS Proposal 4-1-23 (13795 : Mobile Command Truck -



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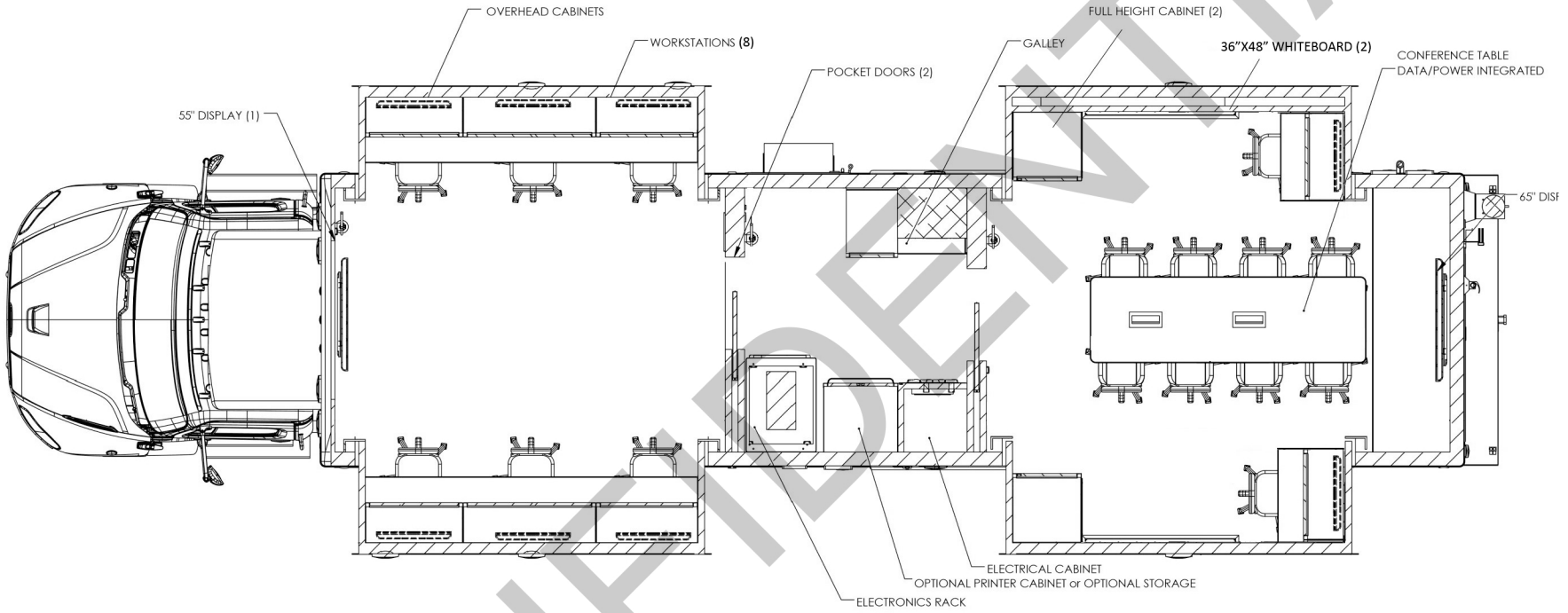
COWETA COUNTY MACV

ROOF DETAIL

DWG. NO.

REV.

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TITLE:
COWETA COUNTY MACV

INTERIOR LAYOUT DETAIL

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COWETA COUNTY

Juvenile Court

To: **Coweta County Board of Commissioners**

From: **Joe Wyant, Judge**

Date: **4/12/2023**

RE: **Submission of an Application for a Juvenile Justice Incentive Grant (No Matching Funds Required)**

Issue: Juvenile Justice Incentive Grant Application (No Matching Funds Required)

Discussion: The Coweta County Juvenile Court is requesting approval to apply for the Juvenile Justice Incentive Grant in the total amount of $92,044.80 through the Criminal Justice Coordinating Council (CJCC). The purpose of this grant is to reduce the number of youths placed in short term programs and commitments to the Department of Juvenile Justice by providing evidence-based services to the youth in the community. The requested funds would provide Functional Family Therapy to sixteen (16) families. Coweta County Juvenile Court requests that the Board also approve an MOU with Evidence Based Associates (EBA) to provide the therapy services.

Recommendation: Staff recommends that the Board approve submission of a grant application for the Coweta County Juvenile Court in the total amount of $92,044.80.00 through the Criminal Justice Coordinating Council (CJCC), along with an MOU with EBA to provide the therapy services. Staff also recommends that the Board designate the County Administrator as the "Authorized Official" to execute any related documents.

Required Application Document	Applicant Checklist (Y/N)
Proposal Narrative:	
A. Statement of Need/Summary	
B. Administration	
C. Target Population	
D. Methods and Procedures	
E. Goals, Objectives, and Evaluation	
F. Sustainability	
G. Previous Accomplishments	
Application Attachments: A-1 Application Face Sheet A-2 Program Timeline A-3 Grant Subagreements/Contracts A-4 Job Descriptions A-5 Budget Detail Worksheet A-6 Budget Narrative A-7 Juvenile Justice Incentive Grant Mileage Log Sample (only submit if receiving funding for transportation services).	

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

JUVENILE JUSTICE INCENTIVE GRANT PROGRAM FY2024 REQUEST FOR PROPOSALS (RFP) - COWETA COUNTY

Proposal Narrative

1. Statement of Need/Summary

a. Statement of the community problem.

Coweta County is seeking funding to reduce the number of youth who are currently at risk of involvement in or who are already part of the juvenile justice system, including approximately:

- At-risk population: **33,192**
- New instances of secure detention (RYDC): **48**
- Cases resulting in commitment to DJJ: **5**
- New instances of confinement in secure juvenile correctional facilities (YDC): **3**
- Adjudicated Offense: **133**
- PDRA Scores: **145 (2 or higher)**
- Gender: **41 Female, 104 Male**
- Age: **13-18 years old**
- Race/Ethnicity: **35 White, 50 Black, 60 Other**

b. A description of how the problem relates to the mission of the implementing agency.

The Coweta County Juvenile Court aspires to achieve excellence in its rehabilitation efforts by providing high quality, evidence-based services to promote the positive development of youth who come into contact with the Court, leading to better outcomes for youth, family, and community.

c. Overview of the target population to be served.

The target population as described above in part 1a includes an at-risk population of 33,192 youth. Any youth that is at risk of out of home placement with a PDRA score of 2 or higher with preference given to those with higher PDRA scores. The proposed treatment model can serve youth 11-18 years old.

d. Name and description of the chosen evidence-based intervention(s) for proposal and reason for selection. Please include why this particular program was chosen and how it will benefit your community.

The Coweta County Juvenile Court will continue its partnership with Evidence-Based Associates to provide Functional Family Therapy (FFT) as a top-tier, evidence-based diversionary service for medium to high-risk youth who are at risk of commitment to the custody of DJJ. FFT will be provided with the goals being the reduction of felony, STP and

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

total commitments to DJJ as well as reducing new instances of secure detention admissions. This intervention was chosen as it matches the needs of the current at-risk population and has been effective in reducing delinquency in the County. Improved family functioning, flexible meeting times, and in-home sessions of FFT have resulted in very high engagement rates.

e. Brief description of the activities requiring CJCC funds.

The Coweta County Juvenile Court is requesting funds to serve 16 youth and families in the Functional Family Therapy (FFT) program. FFT consists of five major components: engagement, motivation, relational assessment, behavior change and generalization. Each of these components has its own goals, focus and intervention strategies, and techniques that target problem behaviors such as delinquency, substance abuse and violence. It is a short-term treatment strategy that is built on a foundation of respect for individuals, families and cultures that includes effective treatment strategies that pave the way for motivating individuals and families to become more adaptive and successful in their functioning. Goals include increasing family engagement, reducing negative peer association, increasing prosocial activities, and leveraging the support of the community. Over thirty years of rigorous research nationally, including several randomized clinical trials that have been published in peer-reviewed journals, document the success of the FFT program with a wide array of youth and families.

2. Administration

a. Name and brief description of the implementing agency. Name the applicant and fiscal agents if these agencies are different from the implementing agency. The fiscal agent must be a county commission/board of commissioners.

Coweta County Juvenile Court is the implementing agency, and Coweta County Government is the fiscal agent. Coweta County government manages more than a $140 million annual budget with $445,507 in grant funding. Grant funds are maintained separately from other sources of revenue/funding with annual independent auditing to ensure grant funds are utilized for authorized purposes.

b. List the agency's qualifications and experience with managing grants.

The Coweta County Juvenile Court has been administering funding and programs associated with the CJCC supported Juvenile Justice Incentive Grant Program since its inception, beginning in fiscal year (FY) 2013-14 and continuing through the current FY23.

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

During each of the previous years, the Coweta County Juvenile Court has successfully partnered with Evidence-Based Associates to serve as Managing Entity.

Funding for Coweta County was awarded in FY2023 to provide Functional Family Therapy to 16 youth and their families. As of February 2023, 11 youth and their families received or were receiving FFT with the projected 16 to be served by the end of the fiscal year. Funding to provide FFT to 16 youth and families is therefore being requested again for FY2024.

c. List the community partners and their description and contribution, if any, to the proposed program.

The Department of Children and Family Services (DCFS) will assist in identifying eligible families if youth are served by both DJJ and DCFS. Other community partners will include the Court, Coweta County Schools, local law enforcement agencies, mental health, and substance abuse providers as well as EBA and Grace Harbour, Inc.

For the past two decades, EBA has been actively helping states and other public systems on these transformational activities – namely, to identify, adopt, and implement high-quality (i.e., Well-Supported) EBPs for children, youth, young adults, and families at highest risk of serious system consequences such as child removal or incarceration (i.e., in the juvenile or criminal justice systems). Utilizing its scientifically grounded implementation support tools and resources, EBA guides states and large systems through stages of exploration, preparation, implementation, and sustainability that address barriers to achieving optimal program quality, clinical and programmatic fidelity, and positive outcomes. By focusing exclusively on implementation support (i.e., not engaging simultaneously in the delivery of clinical services), EBA is able to focus on the key systemic factors that drive successful and high-fidelity EBP implementation.

EBA and Grace Harbour are currently serving our youth and families today and are prepared to continue for the next fiscal year with no interruption if awarded a new contract.

d. After the initial allotment, this grant will transition to a reimbursement-only grant. Does the fiscal agent have the ability to maintain a positive cash-flow once reimbursements are provided on a quarterly or monthly basis?

Yes, the Coweta County Juvenile Court and the Coweta County Government will be able to maintain a positive cash flow once reimbursements are provided by CJCC on a quarterly basis.

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

3. Target Population

a. Target group/age range:

Both middle and high school aged youth

b. How and why target population was selected:

In accordance with the intent of the Juvenile Justice Incentive Grant Program, the Coweta County Juvenile Court will continue to prioritize the target population of youth who present a PDRA (Pre-disposition Risk Assessment) score of two (2) or higher and who are considered to be at risk of commitment due to a felony or STP admission. Reducing reliance on residential placement for this priority population is consistent with the Court's dual mission to both safeguard long-term public safety and to achieve positive youth development outcomes. Additionally, our approach offers the highest return on investment as measured in reduced delinquent or criminal behavior and impact on criminogenic factors (e.g., improved functioning of the family unit).

c. Number of projected youth to be served:

Coweta County projects 16 youth and families to be served.

d. Gender:

Both male and female youth

e. County or counties to be served (please only apply for counties you are able to serve):

Coweta County, Meriwether County, Heard County

f. Other demographics, including at-risk population(s):

The demographics and referral behaviors of youth served in FFT are likely to reflect similar demographics as youth who have a PDRA of 2 or higher:

- **24% White, 35% Black, 41% other**
- **Majority 13–18-year-olds**
- **Delinquency and related at-risk behaviors that may include substance abuse, truancy, negative peer groups, youth and family involvement in child welfare and mental health systems and lacking effective parental control.**

g. List assessment instruments to be used for selected target population and how they will be used to screen youth:

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

All youth determined to be eligible for consideration in Functional Family Therapy will be assessed using the PDRA risk assessment instrument and *only* those scoring medium to high risk will be considered eligible for referral.

4. Methods and Procedures

a. Service Delivery

State the proposed primary curriculum or evidence-based interventions that will be employed during this grant period. Describe how this will be implemented. State and describe any other developmental activities program participants will receive in addition to the curriculum or intervention listed above. Explain how each of these developmental activities will be implemented.

Coweta County plans to continue current interventions of Functional Family Therapy (FFT) in FY 2024.

FFT focuses on treating youth aged 11-18 ranging from at-risk preadolescents to youth with very serious problems such as conduct disorder, violent acting-out, and substance abuse. Few youth are ineligible for FFT services other than primarily youth with severe mental or physical handicaps. The FFT clinical model identifies specific treatment phases that organize the intervention in a coherent manner so that clinicians maintain focus in the context of family and individual disruption.

FFT will be implemented in-person or virtually using telecommunication technologies.

b. Describe the overall format and design of the program, addressing the following:

- Program type (i.e., Youth Reporting Center, community-based, school-based, or other); Include the name of the selected evidence-based program. Please list materials associated with the program (i.e. for ART® – Third Edition, Glick & Gibbs, 2011);
- If applicable, number of cohorts expected during the grant year. Please include a detailed program schedule that includes specific dates (see Appendix B) and reflects appropriate dosage according to the selected evidence-based program:

The Court will continue to partner with EBA and Grace Harbour, Inc. to continue providing FFT for youth and families deemed to be at-risk of commitment to DJJ and or STP, or short-term program admission.

FFT focuses on treating youth aged 11-18 with very serious problems such as conduct disorder, violent acting-out, and substance abuse. The FFT clinical model identifies specific treatment phases that organize the intervention in a coherent manner so that clinicians maintain focus in the context of family and individual disruption. FFT belief is that the motivation of a family is to a great extent the responsibility of the therapist, not just the

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

family. The intervention is home-based. The frequency of contacts between the therapist and the family depends on the stage of treatment, with more frequent contacts in the beginning of the intervention. Techniques and strategies often include evidence-based cognitive-behavioral strategies for addressing family functioning and referral problems. Phase activities are focused on modeling and prompting positive behavior, providing directives and information, developing creative programs to change behavior, all while remaining sensitive to family member abilities and interpersonal needs.

The FFT clinician serves between 8-12 youth and families at one time. Interventions range from 15-20 1-hour, intensive therapy sessions for mild cases to up to 30 sessions for more difficult families. Treatment duration is approximately 1-3 sessions per week for 3-4 months and scheduled when convenient for families. During the pandemic, telehealth has been utilized and, although the average duration of sessions decreased, frequency of sessions increased.

A projected total of 16 youth and their families will be served in FFT during FY2024.

Program Policy: N/A

c. Complete the Program Timeline (Attachment A-2).

Please see Attachment A-2

d. List the specific site(s) where programming will occur (i.e., the site name and the street address including the zip code; in-person or virtual).

Functional Family Therapy will be provided in the homes of youth and families admitted to the program when deemed safe to do so.

e. Please list any transportation services or assistance needed.

No, Coweta does not request transportation assistance.

f. Fully describe the intake and referral process. List the criteria to determine which individuals will be offered program services. Applicants must provide a detailed description of how the DJJ's DAI and PDRA will be utilized to ensure consistency and uniformity in decision-making.

Coweta County will administer the Pre-disposition Assessment Instrument (PDRA) on all youth referred to the Court for a delinquent/criminal offense. Only those youth scoring medium or higher on this validated risk assessment instrument will be considered for referral and enrollment in Functional Family Therapy.

g. State which entities (e.g., service providers, contractors) will provide these services.

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

• Attach any Memorandum(s) of Understanding for sites not under the jurisdiction of the applying or implementing agency (Attachment A-3)

Coweta County will contract with Evidence Based Associates (EBA) for the role of Managing Entity, and EBA will sub-contract with Grace Harbour, Inc. to deliver FFT services.

Please see Attachment A-3

h. Describe policies that ensure appropriate relationships between youth and adults, including any mandated reporting requirements.

EBA's Maintaining Appropriate Professional Relationships Policy provides guidance and expectations to EBA employees and contracted service provider agency employees regarding appropriate and professional relationships between adults and clients. The primary responsibility of all persons involved with serving clients is to respect their dignity and promote the welfare of clients.

i. Staffing

• Describe the primary roles and responsibilities for each grant-funded position. Attach a job description for each position discussed (Attachment A-4).

Not Applicable - this is a contract

• Explain training history for staff associated with service delivery.

All assigned staff will receive required ongoing training in FFT from FFT, LLC, the national FFT dissemination organization, to ensure all components of FFT to Coweta County youth and families are delivered in accordance with all required fidelity measures.

All Grace Harbour, Inc. FFT program therapists and supervisors will continue to receive all required initial training (for any new therapists) and ongoing training (for incumbent therapists) from the national dissemination organization, FFT, LLC. to ensure model adherence. EBA will continue to broker this training and engage with Grace Harbour, Inc. in providing readiness, addressing any concerns, providing technical assistance and on-going support services for effectiveness.

• Explain the plan for orientation and training of grant-funded staff.

Not Applicable - this is a contract

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

5. Goals, Objectives, and Evaluation

a. List the required program goals as outlined in the RFP. List any additional program goals in a clearly defined and measurable manner.

1. **Reduce felony commitments to DJJ and STP admissions in the target county.**
2. **Increase the use of evidence-based practices in Georgia's juvenile justice system by initiating community-based juvenile justice programs.**
3. **Reduce the recidivism rate of youth involved with Georgia's juvenile justice system.**
4. **Reduce annual secure detention rate of target county.**
5. **Reduce annual secure confinement rate of target county.**
6. **Demonstrate a cost-savings to Georgia citizens through provision of research-informed services to youth in juvenile justice system.**

b. List the required program objectives as outlined in the RFP. List any additional program objectives in a clearly defined and measurable manner.

1. **The DAI and PDRA will be used on all youth considered for grant funding with all scores reported in JTS or the Juvenile Data Exchange (JDEX). Additionally, when available, grantees are encouraged to use the Juvenile Needs Assessment (JNA) on all youth considered for grant funding.**
2. **All participants will score medium to high on the PDRA.**
3. **At least 75% of participants will complete program requirements.**
4. **At least 55% of youth completing services will not re-offend as calculated using this recidivism definition below:**
5. **A new charge (within three years of the initial post-adjudication community placement) which results in a juvenile court delinquency adjudication OR adult criminal court conviction.**
6. **Each project will report cost-savings per youth by calculating average cost to provide targeted intervention subtracted from average cost to detain youth. (Selected projects will be provided with a marginal cost rate in order to perform this calculation).**

c. Explain fully how all stated goals and objectives will be reached and evaluated.

Coweta County Juvenile Court will continue to collaborate with Evidence Based Associates in ensuring the state goals and objectives of the Juvenile Justice Incentive Grant Program are met and exceeded. EBA will utilize two of its proprietary management systems: EBAnalytics™ and EBAccountability™. The EBAccountability™ system complements the analytics system by providing the Court with a structured, field proven project management system, including evaluation tools, template and procedures for actually using collected data to develop improvement plans to address poor performance and stakeholder concerns. EBA regularly provides information from this system to:

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

- **Conduct a comprehensive evaluation of treatment and case outcomes on an agency, team, and therapist level**
- **Develop written improvement plans for all agencies to address areas of concern**

d. Explain how they currently collect data on youth served and how they plan to expand this collection to include source of referral information.

EBAnalytics™ is a system of web-based dashboards, data and information management systems and performance applications that support collection, analysis and sharing of case model adherence, clinical and public safety measures. By having this system in place, EBA, Grace Harbour, Inc and the County Juvenile Court will be able to:

- **Identify program strengths and weaknesses to make data-driven decisions on how to improve policies, practices and systems that promote improved treatment outcomes;**
- **Monitor referral, utilization, treatment time, model fidelity and case outcomes in real time and troubleshoot and remediate any identified weaknesses; and,**
- **Enable EBA to be held accountable to the County Juvenile Court for maintaining full transparency through regular sharing of data and outcomes with all key stakeholders.**

6. Sustainability

a. Describe the specific activities that will take place during this upcoming grant period to ensure sustainability, including any barriers for the program and how the organization intends to address said issues:

Sustainability efforts will be largely driven by the collaboration with the Coweta County Juvenile Court and local community providers that are capable of continuing to provide FFT and adjunct support services, such as mental health, addiction, life skills, educational, vocational, and mentoring needs of the youth and family members. Coweta County and the Juvenile Court will continue to ensure FFT provides an overall net benefit to the citizens of Coweta County, illustrating an overall reduction in costs of confinement through reduced criminal activity in the community and at a greatly reduced cost to taxpayers.

b. List the current juvenile related funding sources (state, federal, and/or private) and amount of funding for your organization.

Coweta County Juvenile Court receives 100% of its funding through appropriations approved by the Coweta County Board of Commissioners. The Coweta County Juvenile Courts annual budget during the current fiscal year(2022-2023) is $945,982.

c. Identify potential state, federal, and/or private funding streams for program support.

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

The Coweta County Juvenile Court continues to research any and all funding opportunities. Support from the Criminal Justice Coordinating Council will be utilized if and when such funds become available. Federal grant opportunities will be diligently monitored by the court direction. There are multiple other potential funding streams that will continue to be explored by Coweta County staff. Notably, many of the youth and families to be served in this program are also likely to be 'cross-over youth' involved with other public systems such as child welfare (Department of Families and Children) as well as the Juvenile Court.

d. Identify any staff or volunteers that have assigned, dedicated efforts towards sustainability.

A court officer with the Coweta County Juvenile Court will work with county-wide community providers to ensure program sustainability. The Court has undertaken a vigorous community awareness effort engaging key stakeholders. As a result, there has been an enhanced understanding among local support systems of the value of evidence-based programming for youth and families coming to the attention of the Coweta County Juvenile Court and of the value of sustaining efforts that produce positive outcomes.

e. Identify potential ways to increase current evidence-based service capacity for target population.

Ongoing training of Coweta County Juvenile Court staff will increase capacity for referrals as will seeking out alternative local, state, and federal funding sources in order to provide program stability. The Coweta County Juvenile Court continues to explore options that can lead to expansion and permanence of evidence-based programs to youth and families served by the Court. Most significantly, several top-tier, evidence-based model programs have been approved as 'Medicaid eligible', meaning a long-term sustainable funding base can be assured for several programs.

f. Describe any local actions taken to specifically support evidence-based services.

Collaboration from several youth and family service organizations has increased significantly in Coweta County. On-going local committees, such as LIPT, CHINS, and DJJ Court staffing, have been utilized to increase and expand awareness and support for evidence-based programs for additional youth and families of Coweta County.

7. Previous Accomplishments

a. Provide a detailed description of any previously successful interventions or grant funding received for similar programs. Applicants who received an Incentive Grant in previous years should include their accomplishments from this program. Applicants must include a detailed summary of activities:

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

Since the inception of the grant in FY2014, the success rate for families being served via the funding provided by the incentive grant has exceeded the target with an average of 77% for Coweta County families receiving FFT services. The percentage of successful discharges from FFT has averaged 80% during the current fiscal year.

Also note the Scorecard provided below which demonstrates that recidivism and commitments remain significantly lower than expected.

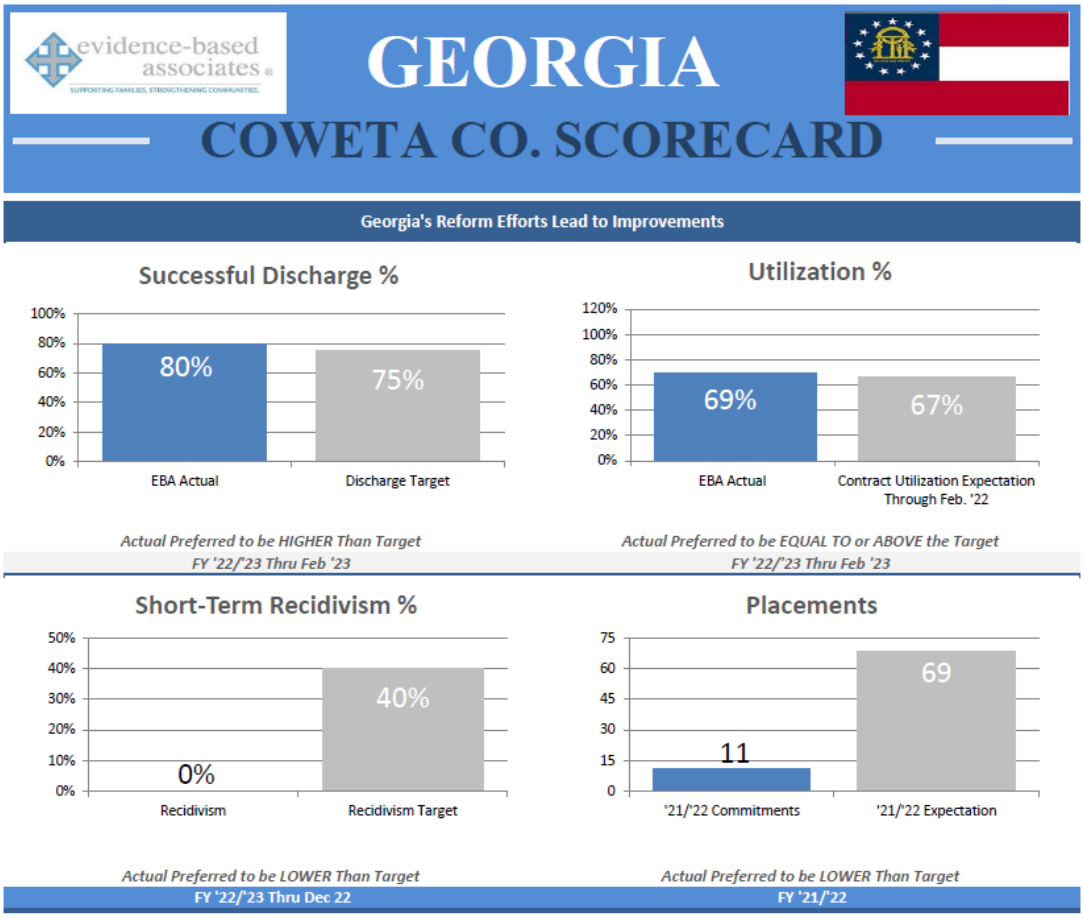
- FY23 projected youth served compared to final number/percent of youth served to-date.
  As of Feb 2023, total youth served is 11; expected prorated utilization is 11 or 100% of target.

- FY22 Adjudications completed compared to PDRAs completed with score of 2 or higher.
  FY22 adjudications: 133
  PDRAs: 145

- Supporting data to demonstrate whether or not the project objectives and goals were met.

  See below Coweta's Scorecard for a graphical representation of the outcomes attained during the 2022-2023 Juvenile Justice Incentive Grant program in the County.

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)



B. If problems were encountered in previous grants or objectives were not fully achieved, please provide a full description detailing both the issues and corrective action(s) taken. This information is an essential component of all applications.

Coweta is on track to serve the funded number of youth and their families (16) this contract year. Successful completions are currently at 80% and on target to meet or exceed the goal of 75%.

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

Attachment A-2

State of Georgia – Criminal Justice Coordinating Council
Juvenile Justice Incentive Grant Program

Program Timeline

Applicant Agency: Coweta County Juvenile Court

Month	Grant Activities
Jul 2023	● **Implement an evidence-based program plan for Coweta County** ● **Identify any new key jurisdiction stakeholders and implement stakeholder education and training plan** ● **Renew contract with Grace Harbour as the preferred qualified service provider to continue serving youth and families with the FFT program** ● **Ensure referral eligibility criteria and process for new and ongoing services are in place** ● **Support staff member to assist county personnel in the administration of the Juvenile Justice Incentive Grant Program**
Aug 2023	● **Finalize service contract with Grace Harbour with outcome, service, organizational, and accountability provisions; conduct comprehensive readiness assessments; and implement EBAssets™ solutions to help providers establish required policies, structures, and procedures needed to implement selected programs with fidelity** ● **Coordinate with model dissemination organizations to arrange for licensure of providers, training for staff, supervisors, and ongoing consultation with the provider to ensure fidelity to proven program models** ● **Provide ongoing training on selected evidence-based programs to probation and other case stakeholders, and develop joint case policies and collaboration structures** ● **Finalize EBA administrative structures, and stakeholder data-sharing agreements, and implement EBAnalytics™**

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

Sep 2023	● **Continue established referral protocols** ● **Closely monitor initial cases to ensure appropriate and sufficient referrals; stakeholder buy-in; and model fidelity** ● **Produce and disseminate first quarter outcome report summarizing qualitative and quantitative progress towards expected outcomes** ● **Review TYPE report for FFT**
Oct 2023	● **Continuously monitor and support stakeholder engagement to ensure service utilization and satisfaction, and implement remediation strategies as needed** ● **Rigorously monitor and manage provider model fidelity, utilization, service, and public safety outcomes, and implement improvement plans, peer learning and mentoring, and accountability measures as part of the EBAccountability™ oversight package.** ● **Continuously monitor and adjust initiative policies and procedures, referral criteria, stakeholder engagement and system barrier remediation strategies, outcome targets, and service management as needed to produce expected outcomes**
Nov 2023	● **Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed** ● **Produce and disseminate second-quarter report, conduct semi-annual process and outcome evaluation of progress to date; convene stakeholders; meet with FFT program provider to share findings and identify strengths and weaknesses; adjust service, referral, and systems strategies to stay on track to meet or exceed outcome target**
Dec 2023	● **Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed** ● **Develop funding sustainability and program expansion plan, and implement action steps**

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

Jan 2024	● **Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed** ● **Administer file review of open and closed files to ensure contract compliance as part of EBAccountability™ package.** ● **Conduct on-site supervisor observation and evaluation in support of FFT programs fidelity monitoring.** ● **Review TYPE report for FFT**
Feb 2024	● **Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed** ● **Produce and disseminate third quarter outcome report summarizing qualitative and quantitative progress towards expected outcomes**
March 2024	● **Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed**
April 2024	● **Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed**
May 2024	● **Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed** ● **Review TYPE report**
June 2024	● **Conduct year-end process and outcome evaluation to determine progress towards meeting final target benchmarks including service, diversion, and cost savings; convene stakeholders as well as meet with provider directors to share findings; identify project successes, challenges, and lessons learned; and implement an improvement plan for the next year assuming continued funding**

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

A-5 Budget Detail Worksheet

See separate worksheet submitted.

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

A-6 Budget Narrative

Coweta County will continue its contractual relationship with Evidence-Based Associates to serve as the Managing Entity for the provision of Functional Family Therapy (FFT) to serve 16 youth and families in FY24 at a case rate of $5,752.80 per youth and family. EBA intends to sub-contract again with Grace Harbour, Inc. as direct service provider of FFT in Coweta County.

Coweta County's total grant request for direct services is $92,044.80.

Below is the case rate breakdown:

EBA FFT Case Rate Breakdown		
	Case Rate	%
County	**$5,752.80**	
Subcontracted Provider Agency (Grace Harbour)	$4,142.02	72%
FFT Training and Licensing	$287.64	5%
FFT Quality Assurance	$287.64	5%
Project Management	$460.16	8%
Travel	$230.08	4%
Project Administrative	$345.27	6%
Total	**$5,752.80**	**100%**

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

Grace Harbour FFT		
	Case Rate	%
Case Rate	$4,142.02	
Direct Clinical Services	$2,940.83	71%
Admin & Related Expenses	$372.78	9%
Therapist Travel (Mileage Reimburse)	$828.41	20%
Total	$4,142.02	**100%**

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

A-7 Juvenile Justice Incentive Grant Mileage Log Sample

Not applicable

Attachment: FY24 JJIG RFP (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

CJCC Budget Detail Worksheet

Agency Name:	Coweta County
Project Name:	FFT

Purpose: This Budget Detail Worksheet is used to verify all Subgrant Expenditure Requests (SERs) and to determine whether costs are allowable, reasonable and justified. Please fill it out completely with the Subgrant Adjustment Request (SAR) #1 in your award packet and for each subsequent SAR that requires a budget change. All required information must be present in the budget narrative, regardless of format.

NOTE - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

A (1). Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
				PERSONNEL TOTAL		$0

A (2). Fringe-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a pecentage of	% Time to Project	Cost
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					FRINGE TOTAL	$0.00

PERSONNEL GRAND TOTAL	$0.00

B. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at $X airfare, $X lodging, $X meals/ incidentals). **If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs.** Please note that the maximum reimbursement rate is $0.565 per mile, but if your agency's reimbursement rate is lower you must use that rate instead.

Trainings and Conferences ***All trainings and conferences must be pre-approved by submitting an agenda to your Grant Specialist.*

Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00

Attachment: FY24 DETAIL BUDGET WORKSHEET (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

							$0.00
							$0.00

Mileage

Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			TRAVEL TOTAL		**$0.00**

C. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least $5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT TOTAL	**$0.00**

D. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter $100 for cost per unit; "month" for define unit; 12 for # units, and Office Palooza for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUPPLY TOTAL	**$0.00**

E. Printing-- List items by type (e.g. letterhead/envelopes, business cards, training materials). Show budget calculation. For example, where an item is business cards, enter $15 for cost per unit; "box" for define unit; 2 for # units, and Print Mania for Vendor. Leave "define unit" blank if it is not applicable.

Item	Cost per unit	# Units	Vendor	Cost
				$0.00
				$0.00
				$0.00
				$0.00
			PRINTING TOTAL	**$0.00**

F. (1) Other Costs-- List items by type (e.g. real property lease, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services, public relations, communication services - indicate if DOAS is provider). Show budget calculation. For example, provide the office space square footage and the lease rate or provide the monthly lease amount and the number of months leased. For unit enter time period as applicable (i.e., "month" for utility costs) or leave blank for items such as registration that require a one-time fee.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				F. (1) Subtotal	**$0.00**

F. (2) Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost
Evidence-Based Associates	Implementation Support for FFT Services	$5,752.80	Youth	16.00	$92,044.80
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			F. (2)Subtotal		**$92,044.80**

F. (3) Contracts: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of $100,000.

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			F. (2)Subtotal		**$0.00**

F. OTHER TOTAL	**$92,045**

Budget Summary--When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount
A. Personnel and Fringe	$0
B. Travel	$0
C. Equipment	$0
D. Supplies	$0
E. Printing	$0
F. Other	$92,045
TOTAL PROJECT COSTS	$92,045

Attachment: FY24 DETAIL BUDGET WORKSHEET (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed by and between Evidence Based Associates, LLC, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as "EBA"), and the ***Coweta County*** Board of Commissioners, a local governmental entity, (hereinafter referred to as "County").

EBA is an experienced and successful partner with many governmental entities across the United States. EBA serves as a managing entity on behalf of these governmental agencies to analyze the current investment in services for youth involved in or at risk of involvement in the juvenile justice system. EBA serves as the entity for the delivery of therapeutic services to juveniles and their families with the result of significantly reducing recidivism while optimizing governmental resources.

To this end, EBA and ***the County*** have agreed to work together in assembling a proposal to obtain grants for the implementation of juvenile justice system reforms. EBA brings to this effort a vast delivery of services, web-based performance tracking tools, grant writing resources, an array of evidence-based service options, valuable performance metrics, and a validated risk assessment tool that will result in a well designed, and well-implemented program thereby significantly increasing ***the County's*** chances of the successful selection as a recipient of grant funds.

Based upon ***the County's*** ability and willingness to follow key EBA recommendations regarding program selection, service delivery procurement and contracting, and staffing, EBA will also collaborate closely with county juvenile court officials in meeting the goals of the Juvenile Justice Incentive Grant Program.

Upon receipt of grant funds, it is the intent of ***the County*** to move forward with EBA as a partner to implement evidence-based programs with EBA serving as the managing entity. EBA will assist with the selection and oversight of service providers, manage the training and quality assurance of the direct service providers, provide reports showing the results of the programs, and meet the goals established by the State and the County for the performance and delivery of services to the families.

Upon selection of grant recipients, EBA and ***the County*** will execute a contract for Managing Entity Services and immediately commence management of the Grant to meet grant deadlines and provision of services.

Attachment: EBA MOU Coweta 2023 (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

Executed this 16 day of March 2023.

Evidence Based Associates, LLC	Coweta County Board of Commissioners
As its: Authorized Agent	As its: Chairman

Attachment: EBA MOU Coweta 2023 (13791 : Juvenile Justice Incentive Grant Application for Grant Funding)

COWETA COUNTY

Event Services

To: **Coweta County Board of Commissioners**

From: **Kelly Mickle, Assistant Administrator**

Date: **4/14/2023**

RE: **Request to Hold Fourth of July Fireworks at the Fairgrounds**

Issue: Request to utilize the Coweta County Fairgrounds for the Fourth of July Fireworks

Discussion: For many years, the Newnan Rotary Club hosted the Fourth of July Fireworks show at Drake Stadium on the campus of Newnan High School. In 2022, however, the high school was not available because of the construction taking place to rebuild the school following the tornado.

The Rotary Club looked at several different locations to hold the event last year and decided the best option is the midway area at the Fairgrounds and the Board of Commissioners approved the use of the Fairgrounds facility for the event in 2022.

Because of the continued construction at the school, the Rotary Club is again requesting use of the Fairgrounds for the fireworks event scheduled for Tuesday, July 4, 2023.

If approved, Coweta County staff (fairgrounds, public safety/EMS, Sheriff's Office, Fire Department etc.) will work closely with the Rotary Club to put together a plan to ensure a smooth and safe event for the citizens.

Gates will open at 5 p.m. on July 4th with the fireworks show beginning at approximately 9:30 and lasting for 30 minutes. There will be concessions, food trucks and other family activities throughout the afternoon and evening.

Those in attendance will gather on the midway to watch the show and all of the firework's equipment will be located in a self-contained area away from the public.

Due to the proximity of the Fairgrounds to the Newnan-Coweta Airport, the Airport Manager has recommended issuance of a Notice to Airmen regarding the closure of runway 15 from 9 – 10 p.m. that evening.

Recommendation: Staff recommends that the Board consider a request from the Newnan Rotary Club to utilize the Fairgrounds for the annual Fourth of July Fireworks event on Tuesday, July 4, 2023.

COWETA COUNTY

Administration

To: **Coweta County Board of Commissioners**

From: **Shannon Zerangue, County Clerk**

Date: **4/13/2023**

RE: **Appointment of the Chairman to the Joint Masterplanning Committee for Downtown Newnan**

Issue: Appointment of the Chairman to the Joint Masterplanning Committee for Downtown Newnan

Discussion: At the Commission meeting held on June 15, 2021, the Board voted to execute an Intergovernmental Agreement (IGA) with the City of Newnan associated with masterplanning and redevelopment efforts on and around properties owned by the City/County in downtown Newnan which includes the block that houses the Administration Building and the former Caldwell Tanks property. As proposed in the IGA, a Joint Planning Committee was created consisting of two (2) elected officials from the City, two (2) elected officials from the County, and one (1) staff member from each.

Also at the June 15, 2021 Commission meeting, the Board voted to appoint then Commission Chairman Bob Blackburn and Commissioner Al Smith to serve as members of the joint committee.

Commissioner Smith has agreed to continue to serve on the committee and Commissioner Blackburn has asked to step down to allow Chairman John Reidelbach to serve as the second elected official from Coweta County.

Recommendation: Staff recommends that the Board appoint Chairman John Reidelbach to serve as the County's second elected official on the joint planning committee associated with masterplanning and redevelopment efforts in and around properties owned by the City/County in downtown Newnan.

COWETA COUNTY

Administration

To: **Coweta County Board of Commissioners**

From: **Kelly Mickle, Assistant Administrator**

Date: **4/14/2023**

RE: **Surplus Voter Registration Filing Cabinets**

Issue: Surplus Voter Registration Filing Cabinets

Discussion: The new Elections and Voter Registration Office at Shenandoah includes new filing cabinets for voter registration cards and the old filing cabinets are no longer needed. The elections offices for Meriwether County and Troup County have expressed interest and a need because this size filing cabinet is currently difficult to obtain. Staff requests that the Board surplus approximately 136 two-drawer filing cabinets and allow staff to donate them to Meriwether County and/or Troup County, as needed.

Recommendation: Staff recommends that the Board surplus approximately 136 voter registration card filing cabinets and allow staff to donate them to Meriwether County and/or Troup County, as needed.

COWETA COUNTY

Administration

To: **Coweta County Board of Commissioners**

From: **Kelly Mickle, Assistant Administrator**

Date: **4/18/2023**

RE: **Lease with the State Properties Commission for Veterans Services**

Issue: Lease with the State Properties Commission for Veterans Services

Discussion: Staff has worked with the State Properties Commission (SPC) and the Department of Veterans Services on an updated lease agreement in consideration of the move of Veterans Services from the Administration Building, 22 East Broad Street, to Coweta County at Shenandoah, 87 Newnan Station Drive. This move is anticipated to take place in April. The effective date of the lease is April 24, 2023 and expires on June 30, 2023 with five (5) additional one year renewal term options. The County provides the space for free, including utilities, trash removal, janitorial services, etc.

Recommendation: Staff recommends the Board execute an updated lease with the State Properties Commission (SPC) in consideration of the move of Veterans Services from the Administration Building, 22 East Broad Street, to Coweta County at Shenandoah, 87 Newnan Station Drive, effective April 24, 2023.

STATE OF GEORGIA
COUNTY OF FULTON

Lease # 9261

RENTAL AGREEMENT BETWEEN THE COWETA COUNTY, GEORGIA AND STATE PROPERTIES COMMISSION

This **RENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into this ____ day of _____, 20____, by and between **COWETA COUNTY, GEORGIA** (hereinafter "Landlord"), whose address is 22 East Broad Street, Newnan, Georgia 30263-1973, the **STATE PROPERTIES COMMISSION** (hereinafter "Tenant"), whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, on behalf of **DEPARTMENT OF VETERANS SERVICE** ("Occupying Agency"), whose address is 2 M.L.K. Jr. Drive SE, Suite E-970, Atlanta, Georgia 30334. The Landlord, Tenant, and Occupying Agency shall collectively be referred to as the "Parties."

1. PREMISES

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, on behalf of the Occupying Agency, **929 square feet** of office space located at **87 Newnan Station Drive, Suite 200, Newnan, Georgia 30265** (hereinafter the "Premises"). The Premises are more clearly identified on the drawing attached hereto as "Exhibit A" and incorporated herein by reference.

2. RENT/UTILITIES

In consideration for providing the Premises and the Occupying Agency's provision of services to Landlord's citizens, Tenant shall cause the Occupying Agency to pay **One Dollar ($1.00) per year** to Landlord for occupying the Premises (hereinafter "Rent"). Tenant shall cause Occupying Agency to be responsible for all telecommunication services, and Landlord shall be responsible for all other expenses for the Premises, including, but not limited to trash removal; and utilities, such as water, electricity, gas, light, and heat.

3. USE OF PREMISES

Landlord and Occupying Agency agree the Premises shall be used solely for the purpose of carrying out the Occupying Agency's day-to-day services, and the Premises shall only be occupied during Landlord's normal operating hours.

Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

4. TERM

This Agreement shall be for an initial term commencing on the **24th of April, 2023** and ending on the **30th day of June, 2023**, (hereinafter the "Initial Term") unless the Agreement is terminated during the Initial Term or Renewal Term period. If Tenant or Occupying Agency is not in default on any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for **five (5)** successive, one (1) year, renewal period(s) (hereinafter "Renewal Term(s)"), provided that Tenant's written notice of its election to exercise its renewal option shall be given to Landlord either forty-five (45) days prior to the expiration of the of the Initial Term or then current Renewal Term or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant's notice be given to Landlord later than the day prior to the commencement date of the Renewal Term. The Renewal Term shall begin upon expiration of the Initial Term or then current Renewal Term. All of the terms, covenants and provisions of this Agreement shall be applicable for any effective Renewal Term. The Initial Term and all effective Renewal Terms are collectively referred to as the "Term."

5. REPAIRS

During the Term, Landlord at its sole cost and expense, shall be responsible for servicing, replacing, keeping and maintaining, in good order and repair, all aspects of the Premises, except that Tenant shall reimburse Landlord upon demand for reasonable costs of replacements, maintenance, or repairs necessitated by the willful misconduct of Tenant. Services, replacements, or repairs made by the Tenant or its Occupying Agency to the Premises, shall not be construed as a waiver of Landlord's obligation under this provision.

6. JANITORIAL SERVICES

Landlord, at its sole cost and expense shall furnish and pay for all janitorial services for the Premises.

7. INSURANCE

Neither Tenant nor Occupying Agency shall use the Premises for any purpose other than that stated in "Paragraph 3" hereof. The Tenant and Occupying Agency are prohibited from any use of the Premises or acts on the Premises that may cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant and Occupying Agency further agree not to sell, or permit to be kept for use on the Premises, any article(s) which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall cause the Occupying Agency to maintain an insurance policy or, through a program of self-insurance, insurance coverage for Occupying Agency's fixtures, furnishings, equipment and personal property located in the

Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

Premises. Occupying Agency shall carry a policy with an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks.

8. CANCELLATION FOR CONVENIENCE

The Parties reserve the right to cancel this Agreement for convenience by giving at least one hundred twenty (120) days prior written notice of such cancellation to the non-cancelling Parties.

9. ABANDONMENT

The Parties agree that this Agreement will terminate, and the Premises will revert to the Landlord, in the event that the Premises are abandoned by the Tenant or the Occupying Agency.

10. REMOVAL OF FIXTURES

At any time before the expiration, or earlier termination, of this Agreement, or upon a reasonable time thereafter, either Tenant or Occupying Agency shall have the right and privilege to remove all fixtures, furnishings, equipment, and personal property either Tenant or Occupying Agency has placed in or upon the Premises.

11. NOTICES

All notices, requests, demands and other communications provided for hereunder shall be in writing, mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS or Federal Express), or personally delivered to the applicable party at the addresses as stipulated in "Paragraph 1", or at such other address as a party may designate. All parties reserve the right, by written notice, to name a different person or title, and to change the address where notices shall be given.

12. SURRENDER OF PREMISES

In the event of cancellation or early termination of this Agreement, the Tenant shall cause the Occupying Agency to surrender the Premises to Landlord in good order and condition; ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord are excepted.

Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

13. ENTRY FOR INSPECTION BY LANDLORD

The Tenant and Occupying Agency shall permit the Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs, alterations, or additions to necessary portion of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's or Occupying Agency's business functions.

14. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT

Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior written notice. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

15. RIDER

A Rider, identified as "EXHIBIT B," is attached hereto and incorporated herein sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

16. ENTIRE AGREEMENT

This Agreement, including any attached exhibits, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

(Signatures begin on next page and remainder of page is intentionally blank)

Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

IN WITNESS WHEREOF, the Parties have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered
as to Landlord in the presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LANDLORD:

COWETA COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

Signed, sealed and delivered
as to Tenant in the presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:

STATE PROPERTIES COMMISSION

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Occupying Agency in the presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

OCCUPYING AGENCY:

DEPARTMENT OF VETERANS SERVICE

By: _____

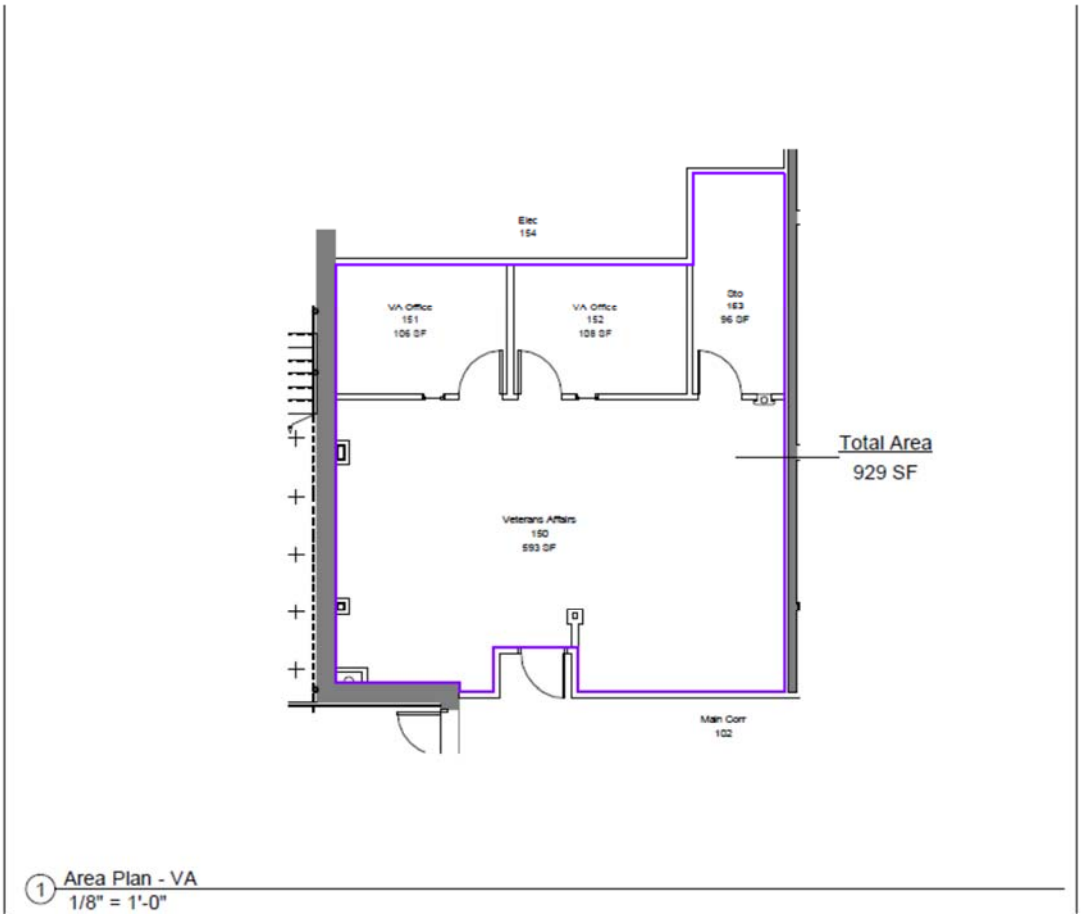
Name: _____

Title: _____

Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

EXHIBIT A

[Floor Plans to Be Attached]



Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

EXHIBIT B

This Rider shall be a part of the foregoing Lease Agreement (the "Agreement") by and between **COWETA COUNTY, GEORGIA** as "Landlord," and the **STATE PROPERTIES COMMISSION** as "Tenant." In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement's Exhibits.

SIGNAGE RIGHTS:	Should Tenant require a signage change in, on, or around the building during the term of the lease, Tenant, at Tenant's expense, shall be permitted a one-time right to update signage. All signage shall be subject to local ordinances and all government or association approvals.
ANNUAL FIRE EXTINGUISHER INSPECTION:	Landlord shall ensure that all fire extinguishers in the premises are current and shall provide and pay for annual inspection and update.

Attachment: 9261 DVS (Newnan) FY23 Lease DRAFT- Final (13748 : Lease with State Properties Commission for Veterans Services)

COWETA COUNTY

Facilities Management

To: **Coweta County Board of Commissioners**

From: **Mike Johnson, Director of Facilities Management**

Date: **4/18/2023**

RE: **Sound Attenuation Study for the Historic Courthouse Courtroom**

Issue: Sound Attenuation Study for the Historic Courthouse Courtroom

Discussion: The Historic Courthouse was renovated in 2011 with period correct interior finishes. The courtroom is currently utilized by the Probate Court for hearings and associated Probate functions. Because of updates in technology including remote presence audio and video systems, the courtroom acoustics are causing difficulties in accurate sound amplification and reproduction. Staff requested a recommendation and proposal from the architect of record, Mr. Jack Pyburn of Lord Aeck Sargent, to address the ongoing sound attenuation issues in the courtroom. A proposal was received in the amount of $25,275 to conduct a laser scan, acoustical analysis, and recommendation for historically appropriate sound attenuation (single sourced from Lord Aeck Sargent, architect of record).

FINANCIAL IMPACT:

$25,275

05/02/23 12345 · General Fund **($25,275.00)**

Recommendation: Staff recommends that the Board approve performance of a sound attenuation study by Lord Aeck Sargent, architect of record, for the courtroom at the Historic Courthouse in the amount of $25,275.

LORD AECK SARGENT

Proposal

To	Mr. Eddie Whitlock
From	Jack Pyburn, FAIA, Principal
Date	29 March 2023
Project	Coweta County Courthouse Courtroom Acoustics
Subject	Professional Services for the Design of Courtroom Acoustical Treatments

Thank you for the opportunity to submit this proposal for the assessment of acoustical conditions and design of treatments to improve courtroom acoustics for the spoken word.

Team

The team for this project includes Lord Aeck Sargent, Planning and Design, Inc., historic preservation architects (LAS) who restored the historic courthouse, and Arpeggio, Acoustics and Audio- Visual Consultants. Arpeggio worked with Solutionz, Inc, the County's AV consultant in an initial assessment of the current courtroom acoustics.

Approach

LAS will manage the project and support the work of Arpeggio to avoid or minimize any negative impact on the historic Coweta County Courthouse courtroom. Arpeggio will assess the acoustics of the courtroom and, based on their findings and analysis, develop a specifications package for both acoustical treatment and AV augmentation. LAS will prepare drawings, in coordination with Arpeggio, locating acoustical treatments to historic surfaces and, if applicable, specifications for the application of acoustical treatments to be submitted to the County for bidding and construction. It is assumed in this proposal that the County will retain Solutionz, Inc to perform the construction phase of the project. LAS and Arpeggio will provide strategic construction related services as described below.

Scope of Professional Services

The scope of services will include:

- **Repro Graphics Laser Scanning**
  - A laser scan will be performed in the courtroom to produce sufficiently accurate graphic and dimensional information for the conduct of the acoustical model of the room and to develop the background and construction documents for issuance by the County to a vendor.
- **Lord Aeck Sargent**
  - Prepare digital background documents from laser scan to support acoustical and AV analysis and documentation of the location of acoustical treatments.
  - Prepare digital drawings, as necessary, to identify the location of acoustical and AV treatments visible in the courtroom.

1175 Peachtree Street NE, Suite 2400
Atlanta, GA 30361
877-929-1400
LordAeckSargent.com

Attachment: CowetaCoCH.CourtroomAcousticsProposal (13804 : Historic Courthouse Courtroom Sound Attenuation Study)

- Provide details, if necessary to be appropriate for the historic courtroom space and if different from manufacturer's specification, for attachment of acoustical treatments to courtroom surfaces.
- Provide specifications, if necessary to be appropriate for the historic courtroom space and if different from manufacturer's specifications, for attachment of acoustical treatments to courtroom surfaces.
- Provide notes related to repair and finish of conditions disturbed by the installation of acoustical and/or AF features in the courtroom under this agreement.
- Provide two site visits, one at the kickoff of the project with Arpeggio to discuss conditions and treatment alternatives and a second to assess substantial completion.
- Review submittals for the visual impact only of contractor treatments on the courtroom.
- Answer architectural related questions during construction.

- **Arpeggio**
  - Make a site visit with LAS to discuss courtroom acoustical and historically significant architectural conditions in the courtroom.
  - Conduct the necessary acoustical analysis to inform the consideration of design alternatives, as appropriate.
  - Develop recommendations for the quantity, finish and, in consultation with LAS, location of acoustical materials.
  - Develop recommendations for AV systems for the courtroom that are coordinated with the acoustical treatment recommendations.
  - Prepare specifications and other appropriate guidance for the selection and installation of acoustical treatments and AV system configuration.
  - Prepare specifications and other appropriate guidance for the selection and installation of AV system upgrades in the courtroom.
  - Arpeggio will make two site visits during the project, one at the start of the project and one at the punch list stage of the project.

Products

- **Laser Scan:** A digital laser scan of the courtroom in RCP format
- **Technical Acoustical/AV Memorandum**: Arpeggio will prepare a technical memorandum presenting its findings and recommendations for acoustical treatment and AV system configuration. The contents of this memorandum will include the information in a format appropriate for transfer to bid documents assembled by LAS.
- **Bid Documents in Drawing Sheet Format:** LAS will prepare a bid document in drawing sheet format that will include annotated plans and elevations identifying the location of acoustical treatments, details as necessary and if different from manufacturer's specifications, for attachment of acoustical treatments to historically significant surfaces, Arpeggio provided specifications, drawings as appropriate and other guidance related to the selection of acoustical materials.
- **AV Specification Memorandum:** Arpeggio will prepare a memorandum with specifications for AV upgrades in the courtroom to be submitted to the County for issuance to its design/build AV consultant for pricing and construction.

Exclusions

For clarity, this proposal does not include:

- Engineering or other services related to AV equipment design and installation.
- Project cost estimating
- Bid assistance or Owner/Contractor agreement development and/or review.
- Pay request review.

Attachment: CowetaCoCH.CourtroomAcousticsProposal (13804 : Historic Courthouse Courtroom Sound Attenuation Study)

Schedule

- A period of 3 months from the execution of an agreement between the owner and architect is appropriate to expect for the completion of the scope of services presented above.

Fee

- The lump sum fee, including labor and non-labor expenses, for the services presented above is:

• Repro Graphics	$ 1,700
• LAS	$12,775
• Arpeggio	$10,800
Total Lump Sum Fee	**$25,275**

Attachment: CowetaCoCH.CourtroomAcousticsProposal (13804 : Historic Courthouse Courtroom Sound Attenuation Study)

COWETA COUNTY

Administration

To: **Coweta County Board of Commissioners**

From: **Shannon Zerangue, County Clerk**

Date: **4/18/2023**

RE: **Use of Cranford Hall at the Justice Center for a Blood Drive**

Issue: Use of Cranford Hall at the Justice Center for the ninth Annual Victims' Rights Blood Drive

Discussion: Staff has received a request from Coweta County District Attorney John H. Cranford Jr. to utilize Cranford Hall at the Justice Center on Thursday, May 4, 2023, from 10:00 a.m. – 4:00 p.m. to host the tenth annual Victims' Rights Blood Drive.

Cranford Hall is available, and the blood drive will not pose a disruption to the daily activities of the courthouse. In addition, Superior Court Clerk Niki Sewell, Head of Courthouse Security Major John Lewis, and Maintenance Supervisor Matt Gramling have given their approval.

Recommendation: Staff recommends that the Board approve a request from the District Attorney's Office to utilize Cranford Hall at the Justice Center on Thursday, May 4, 2023, from 10:00 a.m. – 4:00 p.m. to host the tenth annual Victims' Rights Blood Drive.