



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, February 21, 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, February 07, 2023

CONSENT AGENDA

2. Confirm Execution of an Intergovernmental Agreement with Fulton County Associated with Computer Aided Dispatch Services

SUPPLEMENTAL AND NON-AGENDA ITEMS

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

3. Public Hearing Regarding Petition # SUP 22-05 Filed by Norei Smith (Melange Weddings and Events) Requesting a Special Use Permit for Property Located at 3943 Tommy Lee Cook Road, Newnan - WITHDRAWN 2/14/2023 District 3

History:

01/19/23

Coweta County Board of Commissioners

PUBLIC HEARING SET

Next: 02/21/23

REGULAR SESSION**PUBLIC COMMENT (Items on the Agenda)****Recommendations from Community Development and/or the Board of Zoning Appeals**

4. Recommend Approval of Petition # VAR 22-69 Filed by Deborah Levich Requesting a Front Yard Setback Variance for Property Located at 35 East Haynes Street, Newnan District 2

History:

- 01/26/23 Board of Zoning Appeals PUBLIC HEARING CLOSED**
- 01/26/23 Board of Zoning Appeals RECOMMEND APPROVAL**

5. Recommend Approval of Petition # VAR 22-70 Filed by Lisa Shackelford Requesting a Road Frontage Variance for Property Located at 1090 Cedar Creek Road, Newnan District 3

History:

- 01/26/23 Board of Zoning Appeals PUBLIC HEARING CLOSED**
- 01/26/23 Board of Zoning Appeals RECOMMEND APPROVAL**

6. Request Acceptance of Roadways and Execution of a Deed of Open Space Restriction for Property Located in the Twelve Parks Subdivision, Phase E, Unit 2 - District 1
7. Request Acceptance of Roadway for Property Located in the Orchard Hills Business Park - District 2
8. Request Acceptance of Roadways and Execution of a Deed of Open Space Restriction for Property Located in Oak Hill Reserve - District 4
9. Public Hearing Regarding a New Package Beer and Wine License Filed by Brian Pimentel in Operation of Newnan Food Mart (Don King of Newnan, LLC) Located at 5 McCollum Station, Newnan - 4th District

UNFINISHED BUSINESS

10. Request Appointments to Various Boards/Authorities

NEW BUSINESS**Bids and Contracts**

11. Request Approval/Execution of the FY 2023 Transit Supplemental Agreement # 1 with the Georgia Department of Transportation
12. Request Approval/Execution of a Purchase and Sale Agreement Associated with Property Located Along Turkey Creek Road - 2nd District

Additional Action Items

13. Request Approval to Submit FY24 Accountability Court Grant Applications
14. Request Approval to Submit an Application Associated with Funding for Family Treatment Court
15. Request Approval/Execution of Quit Claim Deeds Associated with the Abandonment of Pearl Springs Trail - 2nd District

SUPPLEMENTAL/NON-AGENDA ITEMS**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.



Administration

To: Coweta County Board of Commissioners

From: Fran Collins, Deputy County Clerk

Date: 2/14/2023

RE: Intergovernmental Agreement with Fulton County Associated with Computer Aided Dispatch Services

Issue: Intergovernmental Agreement with Fulton County Associated with Computer Aided Dispatch Services

Discussion: At the Commission meeting held on June 21, 2022, the Board voted to execute an Intergovernmental Agreement (IGA) with Fulton County to allow both County's 911 centers to utilize the Tellus Hub Portal software to connect Computer Aided Dispatch (CAD) services, contingent upon final legal review.

Staff is in receipt of the final agreement outlining the terms, conditions, and responsibilities of all parties.

FINANCIAL IMPACT:

There is no financial impact for the agreement.

Recommendation: Staff recommends that the Board confirm execution of an Intergovernmental Agreement (IGA) with Fulton County associated with Computer Aided Dispatch (CAD) services.

**STATE OF GEORGIA
COUNTY OF COWETA**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN COWETA COUNTY, GEORGIA
AND FULTON COUNTY, GEORGIA
REGARDING EMERGENCY DISPATCHING**

THIS AGREEMENT (hereinafter “Agreement”), made and entered into this 21st day of June, 2022, by and between Coweta County, Georgia, a political subdivision of the State of Georgia (hereinafter “Coweta”) and Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter “Fulton”).

WHEREAS, Coweta and Fulton both maintain and operate a Public Safety Answering Point (hereinafter “PSAP”) for the purposes of 911 and emergency communications throughout their respective jurisdictions; and

WHEREAS, the municipal boundaries for the City of Palmetto (hereinafter “Palmetto”) are located in portions of Coweta and Fulton counties; and

WHEREAS, Fulton, through its Emergency Services Department provides 911 emergency communications for Palmetto; and

WHEREAS, in accordance with Coweta’s Service Delivery Strategy, Coweta Fire Rescue provides pre-hospital emergency medical services (hereinafter “EMS”) within the portion of Palmetto that lies in Coweta County; and

WHEREAS, Coweta and Fulton have each separately contracted with a Computer Aided Dispatch (hereinafter “CAD”) software vendor CentralSquare; and

WHEREAS, in addition to CAD, CentralSquare is capable of providing a seamless CAD-to-CAD solution between Coweta and Fulton through its Tellus product; and

WHEREAS, the Coweta and Fulton have determined that it is in furtherance of the health, safety, and welfare of the public for Coweta and Fulton to enter into this Agreement to enhance CAD services.

NOW THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each to the other as follows:

ARTICLE 1 – LEGAL AUTHORITY

Coweta and Fulton are authorized to enter into an intergovernmental agreement in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by implication.

ARTICLE 2 – DUTIES OF COWETA

- 2.1 Coweta will contract with CentralSquare to purchase and install the Tellus product for real-time CAD integration with Fulton 911.
- 2.2 Coweta will serve as the primary PSAP for EMS calls for service within the Coweta County portion of Palmetto.

ARTICLE 3 – DUTIES OF FULTON

- 3.1 Fulton will contract with CentralSquare to purchase and install the Tellus product for real-time CAD integration with Coweta 911.
- 3.2 Fulton will serve as the primary PSAP for all calls for service within the Fulton County portion of Palmetto.

ARTICLE 4 – DUTIES OF COWETA AND FULTON

- 4.1 Coweta and Fulton, through their respective 911 departments, shall each collaborate to implement and monitor activities for the handling of emergency 911 dispatch services in Palmetto.
- 4.2 Coweta and Fulton shall each be solely responsible for computer hardware and software maintenance and operations of its CAD system, including annual licensing, maintenance, and upgrades.
- 4.3 Coweta and Fulton shall each provide and maintain a point-to-point network connection to facilitate the implementation and use of CentralSquare's Tellus product. Each party shall be responsible for half of the point-to-point cost.

- 4.4 Coweta and Fulton shall each provide and maintain Geographic Information System (hereinafter “GIS”) data to facilitate the implementation and use of CentralSquare’s Tellus product.
- 4.5 Coweta and Fulton shall each be solely responsible for complying with all laws, rules, and regulations regarding the use of all licensed software and for the use of the Georgia Crime Information Center.
- 4.6 Coweta and Fulton shall each be solely responsible for its employees, officers, agents of the entity which hired them. Both Coweta and Fulton shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers’ compensation of each party’s employees. Each party shall not be liable for compensation or indemnity to another party’s employee for injury or sickness arising out of his or her employment.

ARTICLE 5 – TERMINATION

Either party may terminate this Agreement with ninety (90) days written notice.

ARTICLE 6 – TERM

This Agreement shall be effective upon execution and shall remain in effect until December 31, 2027, unless terminated earlier by either party in accordance with Article 5. This Agreement shall be automatically renewed for up to four (4) successive five (5) year terms beginning on January 1st following the then current term. In no event shall this Agreement exceed a period of twenty-five (25) years.

ARTICLE 7 – MISCELLANEOUS

- 7.1. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, then the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law; if fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity.

- 7.2. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective parties' successors and permitted assignees.
- 7.3. Governing Law. This Agreement shall be construed by the laws of the State of Georgia. The parties consent to the venue and jurisdiction of the Superior Court of Coweta County, Georgia.
- 7.4. Captions and Recitals. The captions and recitals of this Agreement are to be construed as part of this Agreement.
- 7.5. No Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted, nor shall a waiver by a party of any right hereunder at any given time be deemed a waiver thereof for any other time.
- 7.6. Notice. Any notice required to be given in this Agreement will be made to the address of other parties set forth below:

Coweta:

Coweta County Board of Commissioners
Attn: County Administrator
22 East Broad Street
Newnan, Georgia 30263

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

IN WITNESS WHEREOF, Coweta and Fulton have executed this Agreement as of the date first above written.

Coweta County, Georgia

Fulton County, Georgia

By: _____

By: _____

Bob Blackburn, Chairman

Robert L. Pitts, Chairman

Attest: _____

Attest: _____

Clerk (SEAL)

Tonya R. Grier, Clerk (SEAL)

Approved As To Form:

Approved As To Form:

Michael Terrell, Director

Soo Jo, County Attorney

Chris Sweigart, Director



Zoning

To: Coweta County Board of Commissioners

From: Angela White, Assistant Community Development Director

Date: 1/11/2023

RE: Petition # SUP 22-000005

Applicant: Norei Smith (Melange Weddings & Events)

**Requesting: RC (Rural Conservation) to RC-SUP (Special Use Permit) for
Wedding Venue/Events Center**

Location: 3943 Tommy Lee Cook Rd, Newnan (8.32± acres)

Tax ID # 081-8110-005

3rd District - Commissioner Blackburn

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

1. Per proffered explanation of events, the *Special Use Permit (SUP)* shall be limited to said activities including wedding/reception ceremonies, showers and rehearsal dinners, family and church gatherings, group therapy, book clubs, corporate and holiday events, yoga and fitness classes, photography shoots, adult continuing education classes, birthday and other life celebrations.
2. All events shall operate between the hours of 12:00 p.m. - 10:00 p.m. on Friday; 10:00 a.m. - 10:00 p.m. on Saturday and Sunday; 12:00 p.m. - 8:00 p.m. Monday - Thursday.
3. The subject site shall be limited to twenty-eight (28) parking spaces, and the venue shall be limited to a maximum occupancy of fifty-six (56) persons for any event.
4. The site must comply with *Federal ADA Standards* and the *Georgia Accessibility Code*.
5. No parking shall be allowed within the rights-of-way along Tommy Lee Cook Road.
6. The applicant shall widen the driveway to provide a minimum paving width of 24-feet for at least the first 50-feet of the driveway from Country Club Road. The portion of this work within the County rights-of-way shall be permitted through the Community Development Department or Public Works Department.
7. Access for emergency vehicles shall be provided and maintained throughout the duration of each event.
8. All applicable requirements of the Development Review, Public Works, Building, State Fire Marshal, and County Fire Marshall shall be met unless a variance is granted

through the normal procedures of the *Coweta County Zoning and Development Ordinance*.

9. Food service and restroom facilities shall meet the requirements of the Environmental Health Department.
10. All events shall provide an off-duty certified law enforcement officer on-site throughout the event.
11. Alcohol shall be permitted when provided through a licensed alcohol caterer or the applicant may apply for an alcohol license, provided all requirements are met and approved under the regulations of the *Coweta County Alcohol Ordinance*.
12. Lighting shall be established in such a manner that adjacent properties are not adversely affected and that no direct light is cast upon adjacent properties or roadways.
13. No use permitted shall exceed a noise level of 45 dBA, as measured at the property line.
14. Adequate refuse collection containers shall be provided.
15. All site and safety requirements shall be met and approved by the appropriate authorities prior to the beginning of any operations at this site including Certificate of Completion and a Business License.
16. Land disturbance of 1-acre or more will require a land disturbance permit for the project.
17. The applicant shall comply with *Coweta County Stormwater Management, Soil Erosion and Sedimentation Control, and Wetlands Protection Ordinances*.
18. A 50-foot buffer shall be planted along the eastern, northern, and western boundaries. The buffer plantings shall meet the requirements under *Article 25* unless and variance is granted through the normal procedures of the *Coweta County Zoning and Development Ordinance*.
19. There shall be no expansion of the event facility without submittal of development plans in accordance with the *Coweta County Zoning and Development Ordinance*.
20. The applicant shall work with the County in good faith to address any concerns or complaints related to odor, glare, noise, or similar objectionable features.

Request to Set Public Hearing on February 21, 2023

HISTORY:

01/19/23
Next: 02/21/23

Coweta County Board of Commissioners

PUBLIC HEARING SET

The Board voted to set a Public Hearing on February 21, 2023 at 6:00 p.m. regarding Petition # SUP 22-05 filed by Norei Smith (Melange Weddings and Events) requesting a *Special Use Permit (SUP)* for property located at 3943 Tommy Lee Cook Road, Newnan (Parcel # 081-8110-005).

RESULT:	PUBLIC HEARING SET [UNANIMOUS]	Next: 2/21/2023 6:00 PM
MOVER:	Bob Blackburn, District 3	
SECONDER:	Bill McKenzie, District 2	
AYES:	Reidelbach, Poole, McKenzie, Blackburn, Smith	

Petition #: SUP 22-000005, Norei Smith, Mélange
3943 Tommy Lee Cook Rd, Newnan, Ga 30263 · 404-808-9199 · smith.norei@gmail.com

February 14, 2023

Attn:

Lisa Eschman

Zoning Coordinator, Community Development

Zoning Division, Coweta County Government

Dear Ms. Eschman,

My name is Norei Smith I am writing to let you know that I would like to withdraw my application for a Special Use Permit, Petition #: SUP 22-000005. The application was submitted last fall, and was intended for the property located at 3949 Tommy Lee Cook Rd, Newnan Ga 30263. The hearing for this application is scheduled for February 21st, 2023.

Thank you for the time you have spent considering the application.

Sincerely,



Norei Smith, Mélange

Attachment: WITHDRAWAL LTR SUP 22-000005 (13595 : SUP 22-000005 Norei Smith (Melange Wedding & Events) - WITHDRAWN)

TO AMEND THE ZONING MAP OF COWETA COUNTY
SPECIAL USE PERMIT APPLICATION –
SPECIAL EVENTS, FESTIVALS, AND TOURISM ACTIVITIES

Name of Applicant: Norei C. Smith, Melange Design
Applicant Address: 3943 Tommy Lee Cook Rd, Newnan, Ga 30263
Applicant Email: smith.norei@gmail.com Phone #: 404-808-9199
Name of Property Owner(s): Norei C. Smith
Address (if applicable) and Legal Description of Proposed District: _____

Rural Conservative
Present Zoning Classification: _____ Requested Classification: Special Use
Present Use of Property and Any Structures There-On: Residential, Single Family
Stated Use of Property: Events

With each application for a Special Use Permit, the following documents shall be submitted to the Coweta County Planning Department:

- (1) Completed application signed and dated
- (2) If applicant is not owner of property, a notarized statement must be admitted from property owner(s) giving the applicant the right to file the rezoning application. The notarized statement must identify proposed district by acreage, land lot, land district, tax reference number and street location, zoning classification, and stated use.
- (3) Disclosure Form signed and dated from the applicant(s) and each property owner.
- (4) Written legal description providing the metes and bounds for the proposed Special Use District and the same for utility easements that will be used to access the district.
- (5) Copy of Warranty Deed for subject property.
- (6) Application Fee.
- (7) Conceptual Site Plan meeting the requirements for a Conceptual Site Plan as set forth in Article 29 of the Coweta County Zoning & Development Ordinance. One (1) copy and an electronic file of plan in PDF or JPEG format shall be submitted to the Planning Department. If alcohol is to be available at the facility, the location of alcohol service and related activities.
- (8) One (1) hard copy and an electronic version of a professional type rendering of structures existing or 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 use.
- (9) Corporate applicants shall submit the names and addresses of all members having ten percent or greater interest in the corporation.
- (10) A detailed narrative defining the following:
 - Frequency of operations, duration, intensity
 - Hours of operations
 - Waste Disposal plan
 - Parking
 - Security (Traffic & Property Management)
 - Restroom Facilities
 - Lighting – Exterior Plan including type & illumination
 - Noise Level Plan
 - Buffer location
- (11) Letter from Development & Engineering which identifies any traffic analysis requirements and actions needed to address these items.
- (12) Letter from Environmental Health Department advising of sewage disposal capacity and other Food Service requirements.

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.

Signed by: Norei C Smith Date: 10/18/22
Print Name: Norei C. Smith Title: Owner

Attachments:

Disclosure Form
Fee Schedule
Conceptual Site Plan Requirements – Article 29

Attachment: Special Event Application-New (13595 : SUP 22-000005 Norei Smith (Melange Wedding & Events) - WITHDRAWN)



To: Coweta County Board of Commissioners

From: Lisa J. Eschman, Zoning Coordinator

Date: January 13, 2022

Subject: Special Use Permit Request
 Applicant: Norei Smith dba Melange Weddings & Events
 Location: 3943 Tommy Lee Cook Rd, Newnan
 RC (Rural Conservation) to RC-SUP (Special Use Permit)
 Petition # SUP 22-000005
 Tax ID #: 081-8110-005
 "3rd" Commission District

The subject property has a total area of 8.32± acres and is located at 3943 Tommy Lee Cook Road, zoned **RC (Rural Conservation)**. The applicant is proposing to rezone the property from RC (Rural Conservation) to RC-SUP (Special Use Permit).

The applicant requests a Special Use Permit for "Melange Wedding & Events" to host wedding ceremonies & receptions; birthday & retirement parties; church, charitable & community events; and other events similar in nature.

The 8.32± acre tract has frontage along Tommy Lee Cook Road and includes an existing 2,034 sq ft residential dwelling. The rear yard of the property is consumed by two (2) ponds. These ponds shall adhere to the protective buffer requirements under the Stream Corridor Protection Corridor District, which limits the rear yard developable area.

The existing home and site will undergo both minor and major renovations for the proposed request. The minor renovations include painting, installing new lighting and flooring. Some of the major renovations include converting the garage into great room area, finishing out the basement for a storage room, a warming kitchen, two (2) ADA compliant restrooms, building a weight-bearing rooftop deck area over the garage, the installation of a 36" width ramp leading up to the rooftop deck, and a 12-ft driveway expansion to accommodate a turnaround area, gravel parking and two-way traffic flow.

According to the conceptual site plan, all events will take place within the existing residential dwelling. A total of twenty-eight (28) parking spaces are shown in the front yard facing towards Tommy Lee Cook Road. A 50-ft zoning buffer is indicated along the eastern, northern, and western property lines.

Attachment: Staff Report SUP 22-000005 - Melange (13595 : SUP 22-000005 Norei Smith (Melange Wedding & Events) - WITHDRAWN)

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

- 1) The proposed use is consistent with the Coweta County Commission's recognition of the importance of tourism through preserving, protecting, and promoting Coweta County's unique cultural and historic character and the resources that contribute to this character.
- 2) Based on staff comments and recommended conditions, the proposed use should not have any adverse effect on public facilities.
- 3) Conditions have been incorporated such that any impact to the adjacent properties should be mitigated and there is a provision in the Zoning and Development Ordinance to revoke the Special Use Permit if all conditions are not met.

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

- 1) Per proffered explanation of events, the Special Use Permit shall be limited to said activities including wedding/reception ceremonies, showers & rehearsal dinners, family & church gatherings, group therapy, book clubs, corporate & holiday events, yoga & fitness classes, photography shoots, adult continuing education classes, birthday, and other life celebrations.
- 2) All events shall operate between the hours of 12p – 10p on Friday; 10a – 10p on Saturday & Sundays; 12p - 8p on Monday – Thursday.
- 3) The subject site shall be limited to 28 parking spaces, and the venue shall be limited to a maximum occupancy of 56 persons for any event.
- 4) The site must comply with Federal ADA Standards and the Georgia Accessibility Code.
- 5) No parking shall be allowed within the right-of-way along Tommy Lee Cook Road.
- 6) The applicant shall widen the driveway to provide a minimum paving width of 24 feet for at least the first 50-feet of the driveway from Country Club Road. The portion of this work within the County ROW shall be permitted through the Community Development Department or Public Works Department.
- 7) Access for emergency vehicles shall be provided and maintained throughout the duration of each event.
- 8) All applicable requirements of the Development Review, Public Works, Building, State Fire Marshal & County Fire Marshal, shall be met unless a variance is granted through the normal procedures of the Coweta County Zoning and Development Ordinance.
- 9) Food service and restroom facilities shall meet the requirements of the Environmental Health Department.
- 10) All events shall provide an off-duty certified law enforcement officer on-site throughout the event.
- 11) Alcohol shall be permitted when provided through a licensed alcohol caterer or the applicant may apply for an alcohol license, provided all requirements are met and approved under the regulations of the Coweta County Alcohol Ordinance.
- 12) Lighting shall be established in such a manner that adjacent properties are not adversely affected and that no direct light is cast upon adjacent properties or roadways.
- 13) No use permitted shall exceed a noise level of 45 dBA, as measured at the property line.
- 14) Adequate refuse collection containers shall be provided.
- 15) All site and safety requirements shall be met and approved by the appropriate authorities prior to the beginning of any operations at this site including a Certificate of Completion and a Business License.
- 16) Land disturbance of 1 acre or more will require a land disturbance permit for the project.
- 17) The applicant shall comply with Coweta County Stormwater Management, Soil Erosion and Sedimentation Control and Wetlands Protection Ordinances.
- 18) A 50-ft buffer shall be planted along the eastern, northern, and western property boundaries. The buffer plantings shall meet the requirements under Article 25 unless a variance is granted through the normal procedures of the Coweta County Zoning and Development Ordinance.

- 19) No expansion of the event facility without submittal of development plans in accordance with the Zoning and Development Ordinance.
- 20) The applicant shall work in good faith with the county in to address any concerns or complaints related to odor, glare, noise, or similar objectionable features.

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

Public Safety

Fire:

We have no objections to this request. We have the following concerns from a fire code plan review:

1. Please show the location of the fire hydrants. A fire hydrant shall be provided within 500 feet (road travel) of all portions of the building.
2. A Fire Department access road shall be provided. The access road shall extend to a maximum of 100 feet from all portions of the building. The access road shall not be less than 20 feet in width with a vertical clearance of 14 feet. Access roads greater than 150 feet shall provide fire apparatus turnaround in accordance with IFC 2018 Appendix D.

Public Works

Engineering/Transportation:

In response to the request for a SUP for this property, this department does not object to the request but does offer the following recommended condition:

1. The applicant shall widen the driveway and gate to provide a minimum paving width of 24 feet for at least the first 50-feet of the driveway from Tommy Lee Cook Road. The portion of this work within the County ROW shall be permitted through the Community Development Department or Public Works Department.

Utilities

Environmental Health:

The CCEHD has no objection to the above referenced Special Use Permit request. An application for septic review will need to be submitted to determine the septic system requirements for intended use. Alterations or additions to the septic system may be required, depending on the results of the evaluation.

Coweta Water and Sewerage:

CCWSA has no objections to the request.

Community Development

Building Department:

All construction shall comply with the current adopted codes of Coweta County. The use of the structure may require compliance as an assembly occupancy thus additional plumbing facilities may be required.

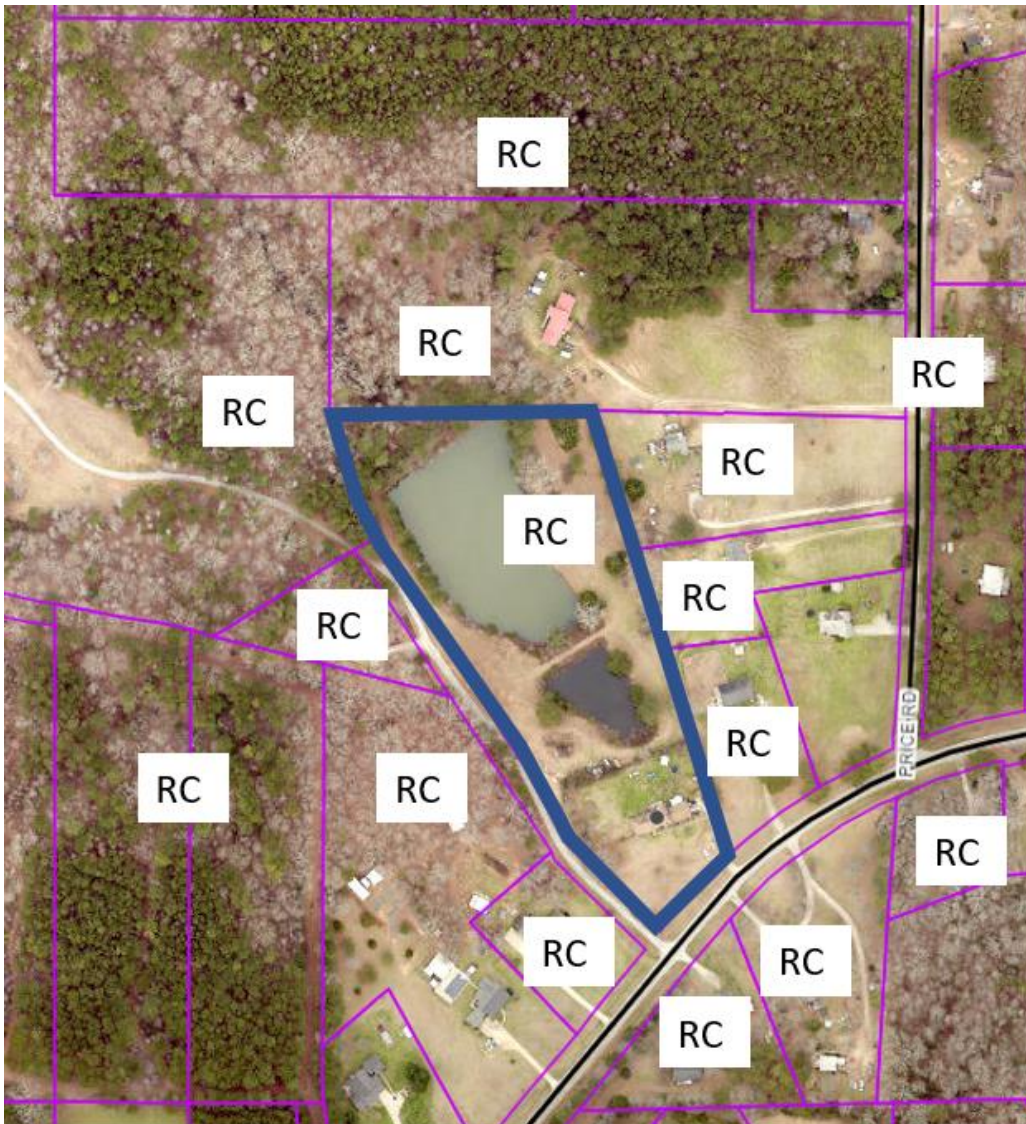
Development Review:

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

1. Stream Corridor Protection District buffers and setbacks should be applied to the ponds.
2. Buffer plantings are typically required on open areas within the delineated buffer on the SUP plan approved by the Board of Commissioners. On the conceptual site plan submitted to this office, the existing driveway encroaches into the buffer area and some areas are unplanted. The applicant should be aware that any area designated as buffer on the plan that is considered by the Board of Commissioners will have to be planted with approvable evergreen buffer plantings as required by Article 25 of the Zoning and Development Ordinance.

Business License:

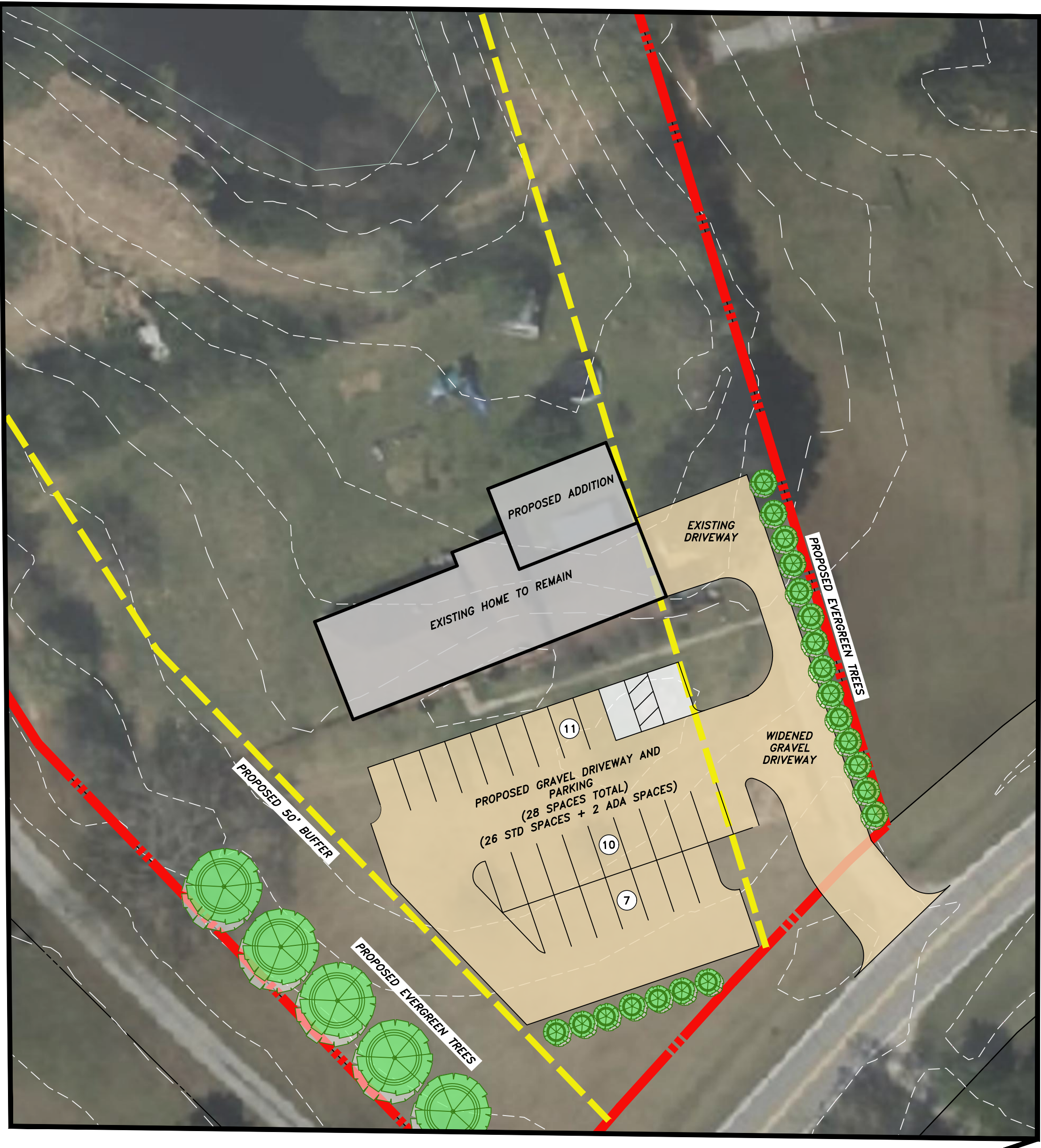
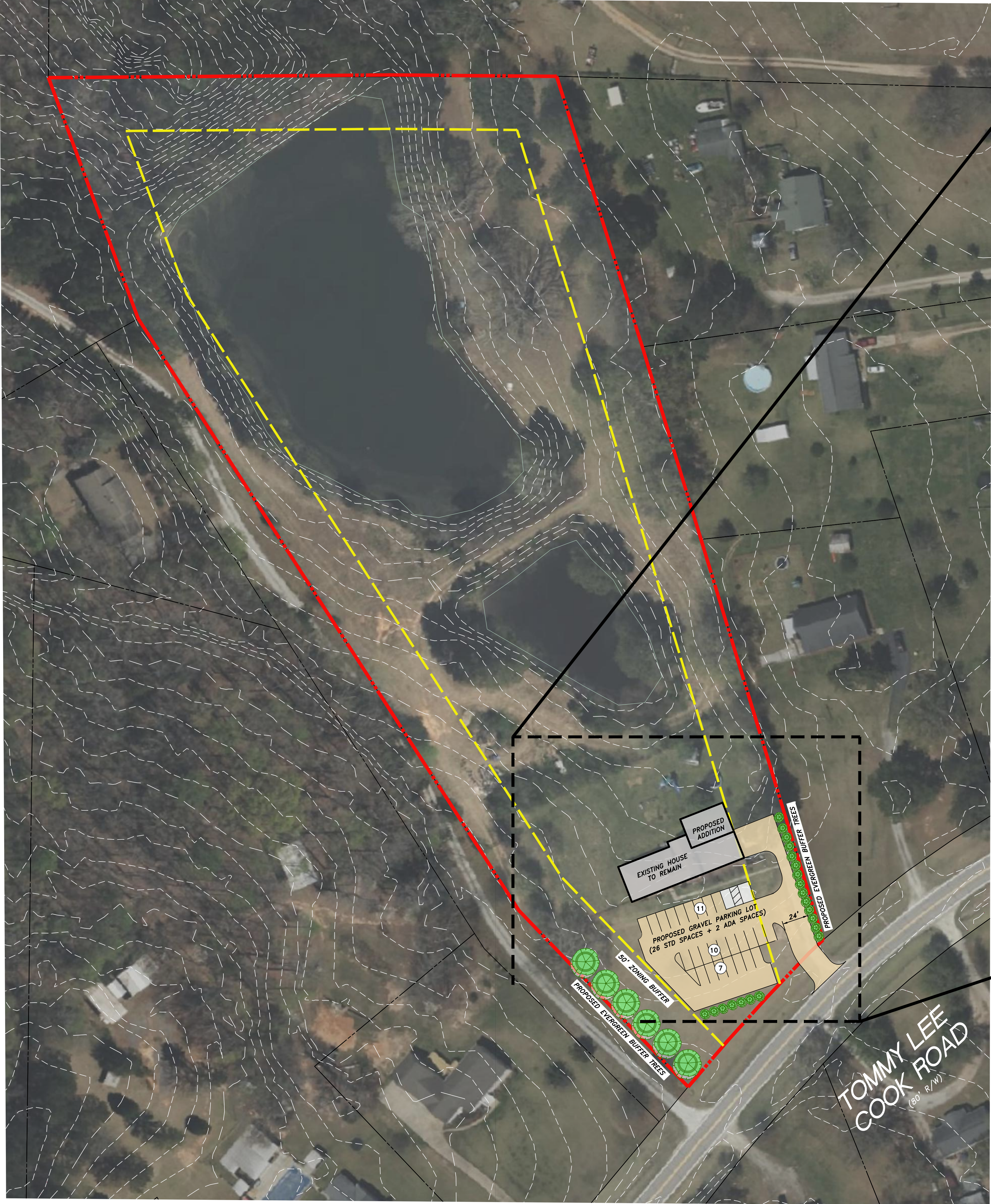
In reference to the above request, the Business Tax Department has no objection to the above request, provided the applicant understands and meets all the applicable requirements under the Coweta County Business Tax and Alcoholic Beverage Ordinances.

Planner:

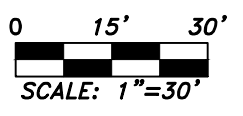
1.*	The existing land use pattern <i>The subject property along with the surrounding properties is zoned RC (Rural Conservation) and consists of an established residential community with lot sizes ranging from 1.0-acre up to 70-acres.</i>
2.*	The possible creation of an isolated district unrelated to adjacent and nearby districts <i>The underlying zoning classification is RC (Rural Conservation). The SUP will allow special events such as weddings and various social gatherings to blend within the existing grounds.</i>
3.*	The population density pattern and possible increase or overtaxing of the load on public facilities including, but not limited to, schools, utilities, and streets <i>No additional impact was noted by the various departments. Any related expenses due to traffic, etc. will be absorbed by the applicant.</i>
4.*	The cost of the County and other governmental entities in providing, improving, increasing, or maintaining public utilities, schools, streets, and other public safety measures <i>The applicant will be required to meet the current driveway standards for the existing access drives within the property.</i>
5.*	The possible impact on the environment, including but not limited to drainage, soil erosion and sedimentation, flooding, air quality and water quality <i>All requirements of the Stormwater, Floodplain, and Wetland Ordinances shall be required.</i>
6.*	Whether the proposed zoning map amendment would have an adverse impact on the value, use, enjoyment, or potential development of adjacent property <i>Conditions will be incorporated into the S.U.P. to mitigate any potential concerns.</i>
7.*	Whether there are substantial reasons why the property cannot be used in accordance with existing regulations <i>The subject property can be utilized as a single-family residence. However, the Special Use Permit was amended in recognition of the unique nature of certain activities such as weddings, etc.</i>
8.*	The aesthetic effect of existing and future use of the property as it relates to the surrounding area <i>The Special Events Ordinance was developed to allow public use of sites for special activities such as weddings, etc. provided a thorough review has been conducted to minimize impact to the surrounding areas.</i>
9.*	The possible effects of the proposed zoning map amendment on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community <i>The Special Use Permit will serve to provide for special events not “traditionally located” within a Commercial Corridor. The unique nature of these activities is reviewed specifically to allow an integration of events. Private gatherings, parties, or other similar type entertainment, hosted by a property owner in their own residential structures or land, without compensation do occur from time to time in residential zoned areas.</i>
10.*	The relation that the proposed zoning map amendment bears to the purpose of the overall zoning scheme, with due consideration given to whether the proposed change will help carry out the purposes of those zoning regulations <i>The zoning categorization will not change, the Special Use Permit will allow for special uses that are enhanced by the estate setting.</i>
11.*	The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great weight <i>Conditions shall be imposed to preserve the residential uses. In addition, revocation procedures are established in the Zoning and Development Ordinance for continued support of the area.</i>
12.*	In those instances, in which property fronts on a major thoroughfare and adjoins an established residential neighborhood, the factor or (of) preservation of the residential area shall be considered to carry great weight <i>The applicant’s request incorporates the entire 8.32± acre site. The property is surrounded by stream buffers and established hardwoods and evergreen trees throughout the site. The adjacent property to the east is located approximately 174-ft and the adjoining property to the west is approximately 197-ft.</i>
13.*	Any other factors relevant to the balancing of interests in promoting the public health, safety, morality, or general welfare against a right to unrestricted use of property <i>Conditions will be incorporated to provide these goals.</i>

14.*	Whether the proposed zoning map amendment is consistent or inconsistent with the County's comprehensive land use plan and the County's development goals and objectives <i>Whereas the wedding special events do not fit the standard model of commercial standards incorporated in the Comprehensive Plan, it does serve to preserve, protect, and promote Coweta County's unique cultural character.</i>
15.*	Whether or not quiet enjoyment of surrounding property will be adversely affected by the applicant's specified activities (including the intensity, frequency, and duration of those activities). <i>The applicant has been made aware by Arpeggio Acoustics, LLC the locations of the music placement to maintain the required 45 dBa at the property line. It shall be the responsibility of the applicant to ensure these measures are included to ensure this Ordinance requirement is met.</i>
16.*	Whether or not adequate provisions are made for waste disposal, parking, traffic, or security <i>The applicant has submitted a plan to address these needs.</i>
17.*	Whether or not the intensity of the use is appropriate considering the surrounding land uses and the nature of the property. <i>A condition so that lighting shall be established in such a manner that adjacent properties are not adversely affected and that no direct light is cast upon adjacent properties or roadways has been incorporated into the S.U.P.</i>
18.*	Whether the times and hours of operation will adversely affect the use of the adjoining properties. <i>Buffers, frequency hours, and conditions have been established under Special Use Permit to provide this consideration.</i>

The Public Hearing for this request is set for Tuesday, February 21, 2023.



SITE ENLARGEMENT



SITE AREA CALCULATIONS

LOT SIZE = 7.5+/- AC

ZONING

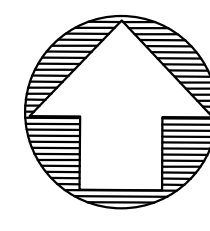
JURISDICTION COWETA COUNTY
R-C (RURAL CONSERVATION)

SETBACKS

FRONT YARD SETBACK 50'
SIDE YARD SETBACK 25'
REAR YARD SETBACK 50'
MAX. BUILDING HEIGHT 3-STORIES (40')
MAX. IMPERVIOUS AREA 15% (1.125 AC)

NOTE

BASE INFORMATION PROVIDED BY COWETA COUNTY GIS.



P.O. BOX 366411
ATLANTA, GA 30336
(205) 266-1648
darrell@jdmconsultantsllc.com
jdmconsultantsllc@gmail.com

CLIENT:

THIS DRAWING IS THE PROPERTY OF JDM CONSULTANTS, LLC. IT IS ONLY TO BE USED FOR THE PROJECT AND LOCATION IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM BY MEANS ELECTRONIC, MECHANICAL, PHOTOCOPYING OR OTHERWISE WITHOUT THE PRIOR PERMISSION OF JDM CONSULTANTS, LLC.

SEAL:

REVISIONS:

NO. DATE DESCRIPTION

PROJECT:

3943 TOMMY LEE
COOK ROAD
COWETA COUNTY
PID: 081 8110 005

SHEET TITLE:

**CONCEPT
PLAN**

DESIGNED BY: JDM
DRAWN BY: DJ
CHECKED BY: DJ
APPROVED BY: JDM

SCALE: AS SHOWN

DATE: 9-7-2022

PROJECT NO.:

SHEET:

1 OF 1



Attachment: Zoning Conceptual Site Plan (13595 : SUP 22-000005 Norel Smith (Melange Wedding & Events) - WITHDRAWN)

The Venue

Mélange Events is located in rural northeast Coweta County. The entire property is just over 8 acres, consisting of open grassy area with tall pine trees and two large ponds. With little added elements like a small treehouse and stables, Mélange is the perfect place to host intimate events. This will be a multi-functional space with a focus on upscale gatherings, wellness, and education.

The initial focus will be smaller event similar to book clubs, business meetings, and group therapy. Over time, Mélange will scale into hosting weddings and other events that require more logistics.

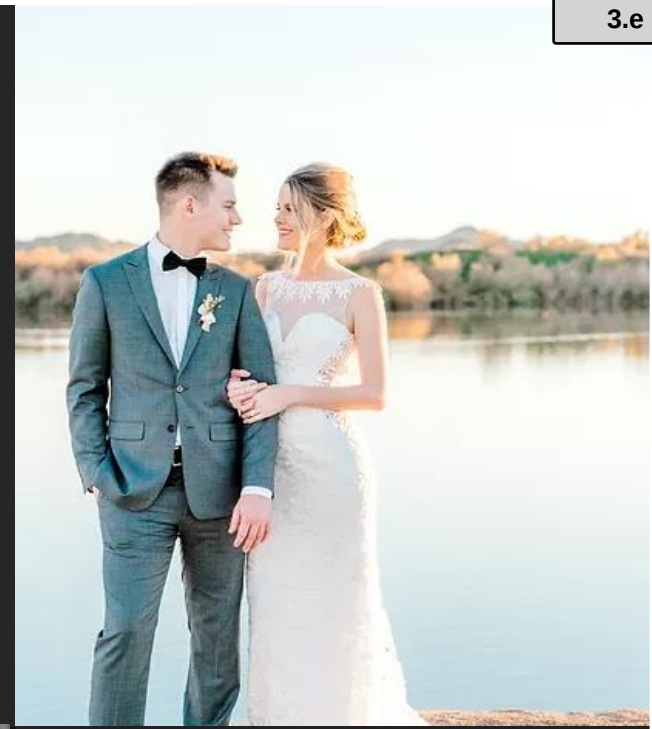
Owned and Operated By
Norei Smith (404) 808 9199

"I fell in love with this land the first time I laid eyes on it. When you're here, everything feels very light and peaceful. Plus, the views are just breathtaking. I am creating a beautiful space that seamlessly transitions from a space for learning or exercise to an elegant sunset dinner."

Norei Smith
Founder, Mélange Brands



3943 TOMMY LEE COOK RD
NEWNAN, GA 30263



MELANGE

Weddings & Events



Types of Events

Weddings/Receptions
 Rehearsal Dinners
 Bridal Showers
 Baby Showers
 Church Gatherings
 Holiday Dinners
 Corporate Meetings
 Yoga/Fitness Classes
 Photography Shoots
 Adult Continuing Education
 Group Therapy for Veterans

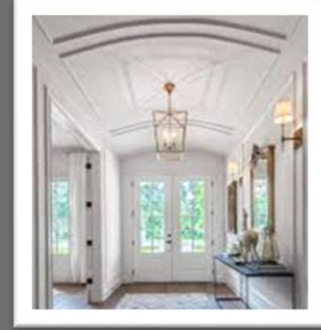


Included in Booking

- Use of Large Ballroom, Upstairs Patio, and the Flat Land Directly Behind the House for a 4-Hour Event
- 8 Hours Total Access to the Property for Planners, Decorators, and Caterers for Setup and Breakdown
- Choice of Round or Square Tables, Chairs, and Plain White Linens
- Restrooms Adjacent to the Ballroom
- Bridal/Dressing Suites (Weddings Only)
- Use of Warming Kitchen for Licensed Caterers
- On Site Parking for up to 28 Cars
- Complementary Coordinator to Assist with the Flow of Events

Additional Costs

- Extra Hours, Must Still Fit Within Hours of Operation
- Rented In-House Décor
- Throwing Rose Petals (Flower Girls Exempt)



Disclaimer: Listed Below are General Hours of Operation. The space will not be occupied during all these hours, any given day. These hours merely serve as time parameters for guest use. All events and tours are by appointment only.

Hours of Operation

M	12pm – 8pm
T	12pm – 8pm
W	12pm – 8pm
Th	12pm – 8pm
F	12pm – 10pm
Sa	10am – 10pm
Su	10am – 10pm

Rules

1. Guests Must Arrive and Depart During the Allotted Hours
2. All Vendors Relevant to the Venue Must Be Licensed Businesses (Except Those that Provide Minor Décor)
3. There is No Hanging Décor, Except by One of Mélange's Preferred Vendors
4. Guests are not to Throw Confetti, Rice, or Birdseed at Any Time
5. All Guests Consuming Alcohol Must be 21 Years or Older. Mélange Reserves the Right to Refuse Service to Anyone at Anytime
6. Any Guest with Behavior that is Deemed to be Inappropriate May be Asked to Leave by Staff
7. No Unaccompanied Minors Anywhere on the Property
8. No Unauthorized Use of Fire, Including Sparklers
9. No Guest is Allowed in or Around the Pond, Except for During Scheduled Events

Waste Removal

- Small Trash Receptacles will be Placed Throughout the Property for Guest Use
- GFL Will Provide Trash Removal Services for Mélange Weddings and Events. 5 Rolling GFL Trash Receptacles Will Be Stationed Out of Sight to Guests, then Brought to the Street on Collection Day.
- Waste Disposal Practices to Change over Time. Mélange is an Eco-Friendly Company, Moving Toward Operating at Zero Waste.

Safety and Security

- All Gatherings that are Large, Evening, or Serve Alcohol will Require an Off Duty Police Officer or a Verified Private Security Company on Premise
- Every Host Will Sign Contracts that Will Include Rules and Regulations. All Event Contractors Will Receive a Copy of these Rules. In Addition, upon RSVP, Each Guest Will Be Required to Sign an Agreement to Certain Conduct. A Staff Member Stationed at the Door Will Be Responsible to Ensure that All Guests Are Registered Before Entering the Event.

Parking

- Mélange Will Provide Parking in a Designated Parking Area, Compliant to Regulations
- ADA Parking Will Be Available Close to the Entrance and Ramp, per the Georgia Accessibility Code

MINOR TRAFFIC STUDY

Project: 3943 Tommy Lee Cook Road (SPUSE-22-000005)
Description: Special Events
Future Land Use Category: Rural Places
Zoning District Classification Proposed: RC-SUP
Size of Project: N/A
Number of Dwellings: N/A
Percent Capacity Consumed by Project Traffic: 0.51%
Major or Local Road Major
Minimum Level of Service D
Left Turn Bays NO

CURRENT TRAFFIC COUNTS	WEST	EAST	NORTH	SOUTH	TOTAL	CAPACITY	% CAPACITY
Tommy Lee Cook Rd	1063	1137			2200	11680	18.84%

Project Overview

The site is intended to be used as a small special events venue with parking for up to 28 vehicles. The maximum sized event will be for 84 people and is estimated to generate 60 trips in total per event. Events would include local business group meetings and could potentially handle small weddings. In addition, events are expected to be held during non-peak hours.

Tommy Lee Cook Road **Good Shape w/ only minor cracking**

Study Summary

The proposed special events venue will have minimal impact on the roadway network. Due to the limited size of events and expected off-peak hour use, no roadway network improvements are requested.

Recommendations

1. No improvements are requested.



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BPatrick@arpeggiollc.com

October 13, 2022

Norei Smith
Kaplan Management Group LLC
300 Colonial Center Parkway STE 100N
Roswell, GA, 30076

Re: Coweta County Zoning-Related Noise Study for 3943 Tommy Lee Cook Rd

Dear Norei:

We have completed our noise study of the proposed event venue at 3943 Tommy Lee Cook Rd, Coweta County, GA, assessing the expected noise impact of event activities on adjacent properties. This letter summarizes our analysis, which included reviewing the "Zoning Conceptual Site Plan.pdf" and "Floor Plans.pdf" documents you provided to us. The plans for the event space include converting and expanding an existing two car garage into a Ballroom space suitable for group gatherings and parties.

Background

Section 69.9.6d of the Coweta County Code of Ordinances provides the guidelines for noise levels for special events, festivals and tourism activities. It states that "no use permitted under this ordinance shall exceed a noise level of 45 dBA (A-weighted decibels), as measured at the property line; however, the decibel level may be otherwise set, based upon the uniqueness of the property or application specifics, through conditions attached to the special use permit by the board of commissioners." Noise levels due to venue activities should be limited so as to result in levels of 45 dBA or lower at the property line.

For the purposes of this study, it is assumed that for noise generated within an enclosed, temperature-controlled building such as the converted garage area of the residence, the exterior noise level will be attenuated by at least 33 dB compared to the interior noise level, due to the transmission loss of the walls and roof. For buildings that are poorly insulated or partially open to the air, the attenuation of noise is typically less than 20 dB, depending on the size of the openings and their position relative to the receiver (property line) of interest.

As we understand, the majority of the garage CMU walls will remain but new windows and doors will be added, one wall will be extended, the roof will be raised to improve ceiling height, and interior will be finished with furred out painted gypsum wall board (GWB) to create an enclosed, temperature-controlled space (heating and cooling). The walls and ceiling/roof are to be fully insulated. The concrete slab floor will be extended with the addition. It was discussed that absorptive materials and acoustic treatments may be added during the design process, which help reduce reverberant noise buildup within the space during events.

With doors and windows closed, the construction should provide at least 33 dB of sound attenuation of interior noise relative to the exterior of the building façade. This noise is attenuated



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further as it travels farther to the property line, with reduction of approximately 6 dB for every doubling of measured distance.

The proposed event venue will host social gatherings and corporate events; some activities may include relatively loud events such as corporate or wedding receptions with amplified speech or music from a disc jockey inside the Ballroom space. Other areas on the property will be accessible via walking path, including the pond closest to the house, but will not accommodate amplified sound systems.

It is assumed that noise levels of events inside the Ballroom will be set to allow for conversations between event attendees. A reasonable maximum noise level for site events such as wedding receptions can be characterized using an acoustic parameter called Speech Interference Level (SIL). SIL is the arithmetic average of the sound pressure levels in the 500, 1000, 2000 and 4000 Hz octave bands. SIL is defined by American National Standards Institute (ANSI) S12.65, "For Rating Noise with Respect to Speech Interference." SIL can be used to estimate the level of effort for speech communication with respect to a given noise level, as shown in Figure 1. The shaded area in Figure 1 reflects the tendency of individuals to raise their voice during conversation in noisy environments.

Given the planned events in the Ballroom, ambient sound should not impair conversational effort. The dBA levels in Figure 1 are approximations for SIL and sufficient for our estimation here. The arrows annotate noise levels of 95 and 85 dBA; at 95 dBA, elevated voice levels would be required to carry on a conversation when the distance from talker and listener is ~1 ft; therefore, 95 dBA may be used as a maximum level for which the sound system might be set at this event venue. For reference, at 85 dBA, the separation distance between talker and listener could be a more comfortable ~3'. We assume that these levels are at least 5' from any portable or installed sound system speakers.

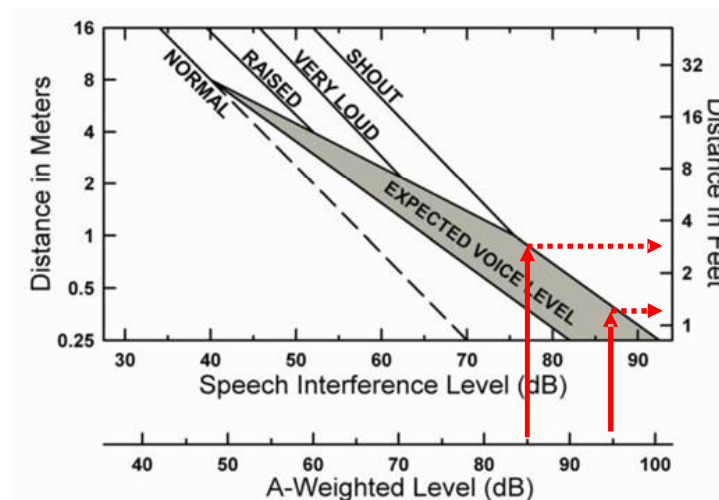


Figure 1 – Speech Interference Level (SIL): Min. conversational distances relative to ambient noise levels

We analyzed the noise levels due to events at gathering locations for the event venue, assuming a reasonable upper limit for noise levels of 95 dBA where large gatherings with the potential for amplified speech or music can be expected, limited to the Ballroom interior. At other locations



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where event levels of 95 dBA would result in noise levels exceeding 45 dBA at the property line, we have characterized potential noise levels from normal and elevated speech for group gatherings within acceptable limits. These limits are tabulated in Table 1 and justified in the remainder of this letter.

We visited your 8-acre property, located at 3943 Tommy Lee Cook Rd, on Wednesday, September 21, 2022. We toured the property to note the property lines and discuss the proposed event locations with you. Figure 2 shows the site overview, with the proposed event locations labeled and the property lines drawn in yellow. Proposed event locations include:

- i Ballroom Area A – existing garage structure to be renovated for use as an indoor, temperature-controlled event venue.
- i Pond Gathering Area B – outdoor event gathering location at pond



Figure 2 - Property Lines and Proposed Venue Locations

Ballroom and Rooftop Deck – Area A

The Ballroom is located 50 feet from the east property line, 180 feet from the west property line, and 125 feet from Tommy Lee Cook Rd to the south. It is an enclosed structure with planned renovations to include walls of CMU/ insulation/ interior GWB paneling with new windows and doors. The roof will be replaced with an insulated panel roof system supporting a rooftop deck. The topography of the site is relatively flat, but the Ballroom slab is at a lower elevation than residences to the east, west, and south, which will provide some reduction of interior event noise to adjacent properties. The existing residential portion of the structure provides ample shielding to the west property line.

During renovation, care should be taken to improve the sound isolation properties of this structure. All windows should be at minimum fully sealed double pane windows. Care should be taken to minimize wall openings for windows, doors, or other weak points on the east and north



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façade. It is understood that the existing garage roll-up door opening will be replaced with CMU wall. Exit doors to the north for access to the pond area will incorporate a vestibule and corridor with two sets of doors. If a door is required on the east side of the Ballroom, it must incorporate full perimeter seals and a vestibule is advised.

Buildings act as frequency-dependent filters, blocking the high-frequency component of sound more efficiently than low. So, while the total levels (time-averaged dBA) may comply with the ordinance, the presence of low-frequency sounds, such as thumping from drums or bass notes, may be more objectionable at the property line. If windows or doors are opened, the sound attenuation properties of the Ballroom will be greatly reduced, increasing the noise levels received at the property line. It is important that no doors or windows on the north or east façade be open during events, and that visitor entry doors to the north and east incorporate vestibules with door closers on the exterior doors or incorporate a buffer space of at least 10' with full height walls before entering the main Ballroom event area. Care should also be taken to address support systems, such as locations and ductwork for HVAC equipment, such that noise from those systems do not become intrusive.

With these renovations, it is expected that the Ballroom must provide at least 33 dB of sound attenuation indoor-to-outdoor, such that an indoor event with levels of 95 dBA will generate exterior levels of ~62 dBA or lower immediately outside and diminishing to 45 dBA at the property line. This can be achieved with a combination of window, door, and wall constructions that exhibit high levels of sound transmission loss. The overall sound reduction will be a composite of the sound insulating characteristics of those elements, where the weakest link, typically windows, must be carefully planned to achieve good results.

The rooftop deck is located above the Ballroom and is expected to be approximately level with, or slightly higher than, adjacent properties to the east and south. The upper floor of the existing attached residence will provide some noise shielding to properties located west of the site. Conversation levels in this location are expected to reach elevated levels often, despite their being no amplified music or speech in this area. Speech between individuals within an area holding a larger group can be expected in the range of approximately 65-70 dBA in order to carry on conversations within 3-5 feet of each other. If a group of 20-30 people are conversing at elevated vocal levels, the overall sound level at the edge of the rooftop deck is expected to reach 80-85 dBA. Without any sound barrier to the east, this will exceed acceptable limits. Therefore, the rooftop deck will need to incorporate a suitable sound barrier wall (not fencing or trees) of at least 7' in height on the east side of the structure and a portion of the north side. If the rooftop deck matches the dimensions of the Ballroom footprint, this will create 65' of sound barrier to the east and approximately 12' of additional barrier on the northeast side.

Pond Gathering - Area B

This area is located between 140' and 160' of the east and west property lines and is understood to be limited to small groups of event patrons during daylight hours without the use of sound amplification. Normal conversational voice levels for small groups of 4-8 people are expected not to exceed 72 dBA. If groups are limited in size for close, intimate discussions, elevated voice levels should not be expected in these areas. Shouting in these areas is not anticipated, and should be discouraged due to the proximity to neighboring property lines. Noise levels at the pond gathering area should be limited to 72 dBA, which is considered a normal voice level without amplification, but below elevated or shouting voice levels.



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Conclusion

Based on the expected activities in Areas A and B, and incorporating the construction elements described above, it is expected that noise levels at the nearest property line to the east will comply with the noise ordinance. See Table 1.

Table 1. Noise Limits estimated 5 ft from source

Event Venue	Noise Limit (dBA)
Area A - Ballroom interior	95
Area A - Rooftop Deck	85
Area B - Pond Gathering	72

Our analysis does not predict that activities at the venue will be inaudible at the nearby property line, but rather that the resulting sound levels are predicted to be under the 45 dBA ordinance limit. Also note that our analysis is based on reasonable assumptions related to sound levels that may be produced by sound equipment within the Ballroom as well as activities that may occur in the outdoor areas. It does not account for the potential for atypical sound propagation characteristics as may arise on occasion from wind gradients or nighttime temperature inversions in the atmosphere which may either increase or decrease the measured levels.

Note that if the Ballroom will host events where amplified music is played at levels above 95 dBA, such as for dance parties, then the building envelope construction around the Ballroom must provide the same relative improvement in sound attenuation.

Given that sound systems are not planned to be used at any location other than the interior of the climate-controlled Ballroom, the event noise from conversational voice levels at gathering locations are predicted to be under the 45 dBA ordinance limit at property lines with proper construction treatments as described herein.

Please feel free to contact me at 404-417-0100 if you have any questions or need additional information.

Sincerely,

Brian Patrick
Arpeggio

EXHIBIT A
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 110 OF THE 8TH DISTRICT OF COWETA COUNTY, GEORGIA, AS SHOWN AND DELINEATED ON A PLAT OF SURVEY PREPARED FOR WILBUR WASHINGTON AND ADREAN WASHINGTON BY ROBERT P. BRIGGS, REGISTERED LAND SURVEYOR, DATED NOVEMBER 4, 1994 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON PIN AT THE WEST RIGHT OF WAY OF PRICE ROAD AND THE NORTH RIGHT OF WAY OF TOMMY LEE COOK ROAD; THENCE SOUTH 59 DEGREES 01 MINUTES 30 SECONDS WEST, 374.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 55 MINUTES 00 SECONDS WEST 92.75 FEET TO A POINT; THENCE SOUTH 40 DEGREES 53 MINUTES 15 SECONDS WEST 97.46 FEET TO A POINT; THENCE NORTH 42 DEGREES 31 MINUTES 00 SECONDS WEST, 238 FEET TO A POINT; THENCE NORTH 31 DEGREES 59 MINUTES 00 SECONDS WEST, 598.75 FEET TO A POINT; THENCE NORTH 16 DEGREES 15 MINUTES 00 SECONDS WEST, 370 FEET TO A POINT; THENCE SOUTH 87 DEGREES 44 MINUTES 45 SECONDS EAST, 353.95 FEET TO A POINT; THENCE SOUTH 56 DEGREES 13 MINUTES 30 SECONDS EAST, 143.05 FEET TO A POINT; THENCE SOUTH 16 DEGREES 30 MINUTES 15 SECONDS EAST, 8.43 FEET TO A POINT, THENCE SOUTH 16 DEGREES 30 MINUTES 15 SECONDS EAST, 274.42 FEET TO A POINT; THENCE SOUTH 16 DEGREES 27 MINUTES 15 SECONDS EAST, 565.76 FEET TO A POINT OF BEGINNING, SAID TRACT CONTAINS 8.32 ACRES.

THIS BEING THE SAME PROPERTY CONVEYED TO WILLIAM H. GILHAM, IV AND TONYA GILHAM FROM FEDERAL HOME LOAN MORTGAGE CORPORATION BY VIRTUE OF SPECIAL LIMITED WARRANTY DEED DATED JUNE 19, 2012, RECORDED JUNE 22, 2012, IN DEED BOOK 3803, PAGE 572, COWETA COUNTY, GEORGIA RECORDS.

Attachment: Legal Description of Property (13595 : SUP 22-000005 Norei Smith (Melange Wedding & Events) - WITHDRAWN)



Zoning

To: Coweta County Board of Commissioners

From: Angela White, Assistant Community Development Director

Date: 1/11/2023

RE: Petition # VAR 22-69

Applicant: Deborah Levich

Requesting: Article 23. Front Yard Setback Reduction (from 40-feet to 30-feet)

Location: 35 East Haynes Street, Newnan

Tax ID # 087C-076

2nd District - Commissioner McKenzie

HISTORY:

01/26/23

Board of Zoning Appeals

PUBLIC HEARING CLOSED

The subject property has a total area of 0.64-acres located at 35 East Hayes Street. The subject site was originally recorded in 1955, as "Lot 69" and "Lot 70" of the Newnan Cotton Mills development. On February 18, 1986, the property was conditionally rezoned to the R-2 (multi-Family) zoning district for a duplex apartment.

Ms. Levich purchased the property in June 2021 and combined the lots into one individual parcel and is now proposing to construct a duplex. The proposed duplex will be a two-story structure with parking to the rear of the building.

The site does present some challenges due to the location of an underground sewer access point and overhead power lines; therefore, the applicant requests a reduction of 10-ft from the required 40-ft front building setback. The duplex structure will be located 30-ft from E. Haynes Street.

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

1. Based on staff comments and recommended conditions, the proposed request should not have impact on public facilities or on the surrounding area.

2. The proposed request will only impact the subject property and keeps with the current neighborhood setting.

3. The proposed setback reduction will allow placement of the structure without encroachment of the underground sewer access or the overhead power lines.

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

1. The front building setback shall be 30-ft from the right-of-way of East Haynes Street.

2. The applicant/developer shall require adequate parking within the subject property for the duplex. No parking will be allowed on the ROW (right-of-way) along E. Haynes Street.

3. The applicant shall meet all the requirements of the Building Department.

There were no questions from the Board for Staff.

Applicant: Deborah Levich: I appreciate all of Staff's help with this request.

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

Letters of support were provided by the following citizens:

Dan Lichty, 233 Gracie Ln. Niceville FL 32578

On motion of Board member Cranford, seconded by Board member Williams, with Board member Crouch being absent, the Board voted unanimously to close the Public Hearing regarding VARIANCE-22-000069.

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

01/26/23

Board of Zoning Appeals

RECOMMEND APPROVAL

On motion of Board member Cranford, seconded by Board member Williams, with Board member Crouch absent, the Board voted unanimously to recommend that the Board of Commissioners approve the request of VARIANCE-22-000069, subject to the following modified conditions:

~~1. The front building setback shall be 30-ft from the right-of-way of E. Haynes Street.~~

1. The front building setback shall be 30-ft from the northern property line along E. Haynes Street.

2. The applicant/developer shall require adequate parking within the subject property for the duplex. No parking will be allowed on the ROW (right-of-way) along E. Haynes Street.

3. The applicant shall meet all the requirements of the Building Department.

RESULT:	RECOMMEND APPROVAL [UNANIMOUS]	Next: 2/21/2023 6:00 PM
MOVER:	Billy Cranford, District 4	
SECONDER:	Royce Williams, District 2	
AYES:	George Harper, Lisa Mitchum, Royce Williams, Billy Cranford	
ABSENT:	Delia Crouch	

VARIANCE APPLICATION**TO THE COWETA COUNTY BOARD OF ZONING APPEALS**

Name of Applicant(s): DEBORAH LEVICH
 Address of Applicant(s): 563 BLALOCK LAKES DR
 Phone #: 404-384-5601 E-mail address: DEBORAH.LEVICH@gmail.com
 Address of Subject Property: 35 E. HAYNES ST
 Property Tax I.D. #: D12LNO: 2022-332849 MAP 087C 076

Definition of Variance: A variance is a relaxation of the terms of the ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As use in the ordinance, variance is authorized only for height, area, and size of yards, and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance be granted because of the presence of non-conformities in the zoning district or uses in an adjoining zoning district.

Ordinance listing for proposed use: Article 23 Section 222A Item DIMENSIONAL REQUIREMENTS
 Brief description of requested use: 2 STORY DUPLEX - RESIDENTIAL
3 BEDROOM 2 BATHROOM EACH FLOOR
1250 SQ FT EACH FLOOR (24'x50' INCL)
REQUEST FRONT SETBACK OF 30 FEET (6' FRONT PORCH)

Applicant's reason for not conforming to the Zoning Ordinance: CURRENT RD FRONT SETBACK IS 40 FT
THIS IS ONLY RD LOT IN NEIGHBORHOOD ZONED RC - BUT MILL VILLAGE LOTS .3 - .4 ACRES. SETBACK REQUIREMENT IS 15 FT.
ALL OTHER HOMES ON STREET ARE 15' SETBACK

What extraordinary conditions the property/structure/property, warrants a variance or variances? THERE IS A LARGE OAK TREE ON RIGHT PROPERTY LINE THAT WOULD BE AFFECTED
THERE IS A SEWER ACCESS ON OLD PROPERTY LINE THAT MUST BE AVOIDED. 30 FT SETBACK WOULD ALLOW SPACE FOR PARKING AT REAR OF BUILDING INSTEAD OF IN FRONT

Provide suggested mitigated measures, if any, to reduce the impact if the variance is granted. If no, mitigation is proposed, the request must include an explanation of why none is being proposed.

ATTRACTIVE FRONT YARD & ENTRANCE LANDSCAPE
PARKING RELOCATED TO REAR OF BUILDING
BUILDING SETBACK WOULD BE MORE IN KEEPING WITH OTHER HOMES ON STREET

Please provide the following information with the variance request:

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

- A copy of Warrant Deed.
- If the applicant is not the owner of the property, a notarized letter from the property owner giving applicant permission to file.
- Plat of the property indicating all existing and proposed structures in relation to the nearby streets, property lines, and driveways dimension: are to be accurate (1-copy, plus electronic file of plat in PDF or JPEG format).
- Total feet of encroachment/distance from property line.
- Application Fee (see attached Fee schedule).

Date Filed: 11/29/22

Signed by:

Print Name:

DEBORAH LEVICH

To: Coweta County Board of Zoning Appeals

From: Lisa J Eschman, Zoning Coordinator

Re: Variance Request – *Art. 23. Dimensional Requirements. Front Building Setback Reduction*
Applicant: Deborah Levich
Address: 35 E Haynes Street, Newnan
Petition: VARIANCE 22-000069
Tax ID #: 087C-076
"2nd" Commission District

Date: January 19, 2023

The subject property has a total area of 0.64-acres located at 35E Hayes Street. The subject site was originally recorded in 1955, as "Lot 69" and "Lot 70" of the Newnan Cotton Mills development. On February 18, 1986, the property was conditionally rezoned to the R-2 (multi-Family) zoning district for a duplex apartment.

Ms. Levich purchased the property in June 2021 and combined the lots into one individual parcel and is now proposing to construct a duplex. The proposed duplex will be a two-story structure with parking to the rear of the building.

The site does present some challenges due to the location of an underground sewer access point and overhead power lines; therefore, the applicant requests a reduction of 10-ft from the required 40-ft front building setback. The duplex structure will be located 30-ft from E. Haynes Street.

Brief descriptions of staff comments regarding this request are as follows:

Public Safety

Public Works:

Public Works would condition the variance to require adequate parking off the right of way for the proposed duplex.

Community Development

Development Review:

Since this property is zoned R-2 (Multi-Family District), it does not enjoy the setback reduction provisions of Article 6. We do think that the request is in keeping with the neighborhood setting, therefore, we do not object to the request.

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

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

*Response: The established lot has a total area of 0.64±-acres and is located within the Newnan Cotton Mill development, zoned **R-2c (multi-Family)** for a duplex. The surrounding properties are also part of the Cotton Mills community, zoned **RC (Rural Conservation)**.*

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

Response: The placement of the proposed duplex is located within the subject lot and keeps with the current neighborhood setting.

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

Response: Since this lot is zoned R-2 (multi-Family) it does not qualify for the setback exception under Article 6. This provision normally allows existing lots along the same street or block to be averaged to determine a minimum front building setback.

4. Whether the variance 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 variance.

Response: The applicant is proposing to construct a duplex which is a permitted use under the current R-2 zoning district. The proposed setback reduction will allow placement of the structure without encroachment of the underground sewer access and overhead power lines. Also, the proposed 30-ft front setback will complement the neighborhood setting of the established development.

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

Response: The request will allow the duplex to be located on site while avoiding the underground sewer access and overhead power lines.

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

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

1. Based on staff comments and recommended conditions, the proposed request should not have impact on public facilities or on the surrounding area.
2. The proposed request will only impact the subject property and keeps with the current neighborhood setting.
3. The proposed setback reduction will allow placement of the structure without encroachment of the underground sewer access or the overhead power lines.

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

1. The front building setback shall be 30-ft from the northern property line along E. Haynes Street.
2. The applicant/developer shall require adequate parking within the subject property for the duplex. No parking will be allowed on the ROW (right-of-way) along E. Haynes Street.
3. The applicant shall meet all the requirements of the Building Department.

The Public Hearing for this request is scheduled for **Thursday, January 26, 2023**, at 6:00PM in the Commission Chambers located at 37 Perry Street, Newnan, GA 30263.

The applicant or his/her designated representative's presence is recommended to attend the Public Hearing.

c: Deborah Levich – deborah.levich@gmail.com

COWETA COUNTY ZONING VERIFICATION REPORT

- No verification is required for lots located within an approved recorded subdivision.
- This form is for zoning purposes only. Approval does not supersede other regulations, nor does it guarantee that a permit will be issued.

Record Number: VERIFY-21-010039 **Date Submitted:** 10/29/2021

Application Data:

Applicant Name & Contact Info: Deborah Levich - deborah.levich@gmail.com - 4043845601
Proposed Use of Property: residential duplex
Sq. Ft. of Building (Heated): 2500
Water Service: Public Sewer Service: Public Sewer Driveway: Gravel Stories: Two Story

Staff Report Data:

Map No: 87c District: 2 Land Lot: 26 Parcel: 76
Street Name: E. Haynes St Street Classification: Local
Total Lot Acreage: 0.64 Developable Lot Acreage: 0.64

Environmental Districts, if applicable:

☐ CRCP ☐ Groundwater Recharge District ☐ Flood Zone ☐ Stream Corridor ☐ Potential Dam Breach Zone

Watershed Districts, if applicable:

☐ Cedar Creek ☐ Line Creek ☐ Sewell Mill ☐ White Oak Creek ☐ Keg Creek ☐ Sandy Creek ☐ Shoal Creek

Estimated Impervious Square Footage: _____

Current Zoning District: R-2 RD Homestead Lot Designation: _____

If the property was platted and recorded prior to 05/02/2007:

Prev. Zoning District: _____ Plat Book: 1 Page: 273 Plat Date: 01/01/0001

Dimensional Requirements:

Required Minimum Lot Width at Front Setback Line: 70 Required Minimum Floor Area: 1200 per unit (2400 total)

Minimum Setbacks:

Front: 15 40 Rear: 30 Side Interior: 10 Side Corner: n/a

Staff Notes:

1. Parcel was rezoned to R-2c for duplex on 2/18/1986.
2. Parcel qualifies for setback reduction to 15-feet per Sec 61.
3. Approval of this Zoning Verification does not imply rights to sewer service.

Verified By: _____

Verified By: 02/04/2022

Attachment: 10.4.2022Revised.zoning.verification&setbacks (13596 : VAR 22-000069 - Levich - Front Setback Variance)

PREPARED BY:
WOOD, ODOM & EDGE, P.A.
45 SPRING STREET
NEWNAN, GA 30263

WARRANTY DEED**T-15146A****GEORGIA, COWETA COUNTY**

For and in consideration of the sum of Other Valuable Consideration & Ten (\$10.00) ----- Dollars, in hand paid, the receipt of which is hereby acknowledged, Roderick S. Barnett, State of Georgia, does hereby give, grant, sell, alien and convey unto Deborah Levich, of County of Coweta, State of Georgia, HER heirs and assigns, the following property, to wit:

All that certain tract or parcel of land located in Coweta County, Georgia in the Village of East Newnan, on the south side of Hanes Street, and being Lot No. 69R according to plat made by J. William Ozmore, dated 3/15/60, and recorded in Plat Book 4, page 119, Coweta County, Georgia Records. Said property is more particularly described as follows:

Begin at a point on the south side of Hanes Street which point is 297 feet easterly from the east side of Main Street as measured along the southerly side of Hanes Street; run thence South 75 degrees 34 minutes East 70.68 feet to an iron pin; thence South 0 degrees 30 minutes East 158 feet; thence North 76 degrees 44 minutes West 83.8 feet; thence North 3 degrees 38 minutes West 162.25 feet to the beginning point.

Said property is bounded on the West by Lot No. 70 according to Map No. 3 of property of Newnan Cotton Mills, recorded in Plat Book 1, Page 273, Coweta County, Georgia Records, on the North by Hanes Street, on the east by property now owned by West Point Manufacturing Company, formerly Newnan Cotton Mills Foundation, and on the South by Lot 76R.

Also:

All that tract or parcel of land located in the village known as East Newnan in Coweta County, Georgia and known as 35 Haynes Street, R.F.D. #3, Newnan, Georgia, and more particularly described as follows:

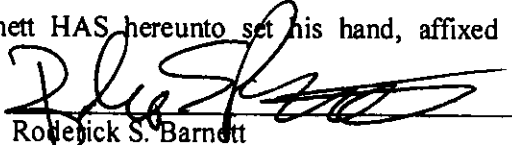
Lot No. 70 as shown by plat in the Office of the Clerk of the Coweta Superior Court, recorded in Plat Book 1, Page 273, which is by reference incorporated herein and made a part hereof for the purpose of a more complete description.

together with all privileges and appurtenances thereto in anywise belonging in fee simple.

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 said Grantee forever in FEE SIMPLE.

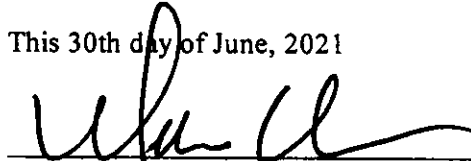
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, The said Roderick S. Barnett HAS hereunto set his hand, affixed his seal, and delivered these presents this 30th day of June, 2021.

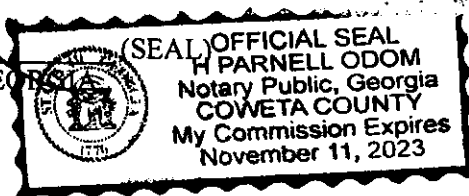

Roderick S. Barnett

Signed, sealed and delivered
in our presence:

This 30th day of June, 2021


WITNESS


NOTARY PUBLIC, STATE OF GEORGIA
County of COWETA



(T-15146A-REDT-15146A-4)

Packet Pg. 40

Attachment: 6.30.2021.signed.warranty.deed (13596 : VAR 22-000069 - Levich - Front Setback Variance)

AFFP

78765-Levich

Affidavit of PublicationSTATE OF GEORGIA }
COUNTY OF COWETA } SSC. 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

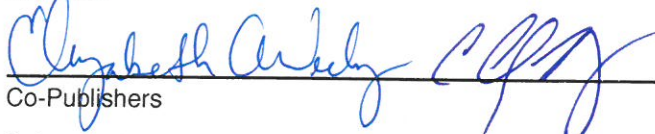
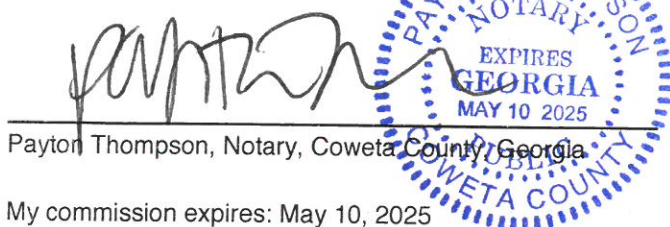
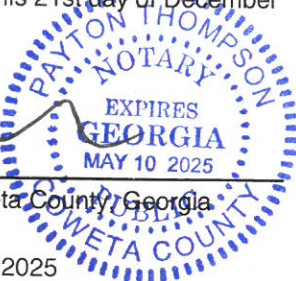
December 21, 2022

Notice of Public Hearing

Notice is hereby given that the Coweta County Board of Zoning Appeals will hear an appeal filed by Deborah Levich requesting a front building setback reduction variance from Article 23. Dimensional Requirements for property located at 35 E Haynes St., Newnan – Tax ID #: 087C-076 Said meeting will be held on Thursday, January 26, 2023, at the Commission Chambers, 37 Perry St, 2nd floor, Newnan, Georgia. Copies of the proposed may be obtained at the Coweta County Community Development Department 22 East Broad Street, Newnan, Georgia between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday with questions answered at (770) 254-2635. All that tract or parcel of land located in Coweta County, Georgia in the Village of East Newnan on the south side of Haynes Street, and being Lot 69R according to plat dated 3/15/60, and recorded Plat Book 4, Page 119, Coweta County, Georgia. As set forth in the Americans with Disabilities Act of 1990, the Coweta County Government does not discriminate based on disability and will assist citizens with special needs given proper notice (48 hours). For information, please call (770) 254-2608. This being the 21st day of December 2022 Coweta County Community Development Department
No.78765-12-21

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

SIGNED:


Co-Publishers
Subscribed to and sworn to me this 21st day of December
2022.

Payton Thompson, Notary, Coweta County, Georgia
My commission expires: May 10, 2025


02100746 00134240

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

Attachment: PUB AFF VAR 22-000069 (13596 : VAR 22-000069 - Levich - Front Setback Variance)



Zoning

To: Coweta County Board of Commissioners

From: Angela White, Assistant Community Development Director

Date: 1/11/2023

RE: Petition # VAR 22-70

Applicant: Lisa Shackelford

Requesting: Article 23. Road Frontage Reduction (from 220-feet to 110-feet)

Location: 1090 Cedar Creek Road, Newnan

Tax ID # 095-5205-008A

3rd District - Commissioner Blackburn

HISTORY:

01/26/23

Board of Zoning Appeals

PUBLIC HEARING CLOSED

The subject property is "Parcel 2" located at 1090 Cedar Creek Road, zoned RC (Rural Conservation). The site currently contains a single-family residence with a total area of 1.6± acres, created in 2005 from the division of "Parcel 1". At the time of division, the property owner was made aware of a road frontage deficiency. With that, a shared access easement drive was conveyed for both "Parcel 1" and "Parcel 2".

The adjoining property to the west "Parcel 1" was recently sold in October 2022. The applicant and the new property owner are proposing the reconfiguration of property lines. The proposed reconfiguration will provide "Parcel 2" with 110-ft of road frontage along Cedar Creek Road. However, the required road frontage is 220-ft; therefore, the applicant requests a 110-ft road frontage reduction to acquire its own road frontage.

According to the applicant, both properties will be accessed by the established easement, with no future installation of a new driveway.

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

1. The proposed request will allow "Parcel 2" to acquire 110-ft of road frontage along Cedar Creek Road.

2. Based recommended conditions, any burden on public streets will be mitigated.

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

1. The road frontage reduction for "Parcel 2" shall not exceed the requested 110-feet along Cedar Creek Road.
2. "Parcel 1" shall maintain the required 220-ft road frontage.
3. There shall be no future driveway permit issued for either lot.
4. When the new property configuration is recorded, the plat shall indicate a shared driveway easement at the current driveway location and a "No-access Easement" shall be labeled along the remaining road frontage.
5. "Parcel 1" and "Parcel 2" shall maintain the minimum acreage of 1.6+ acres after any property line reconfiguration.

Mr. Harper asked how the 1.6 acres will be maintained?

Ms. Eschman replied that it is Staff's understanding that the property line in the rear will also be moved to maintain the same acreage.

Applicant: Parents lived next door and property was maintained as if it were one tract. Now that her parents are deceased, she will be selling the properties to move closer to her children. Attempting to ensure that future property owners do not have any issues with the shared driveway and subsequent maintenance of what is two separate parcels.

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

On motion of Board member Cranford, seconded by Board member Williams, with Board member Crouch absent, the Board voted unanimously to close the Public Hearing regarding VARIANCE-22-000070.

RESULT:	PUBLIC HEARING CLOSED [UNANIMOUS]
MOVER:	Billy Cranford, District 4
SECONDER:	Royce Williams, District 2
AYES:	George Harper, Lisa Mitchum, Royce Williams, Billy Cranford
ABSENT:	Delia Crouch

01/26/23

Board of Zoning Appeals

RECOMMEND APPROVAL

On motion of Board member Mitchum, seconded by Board member Williams, with Board member Crouch absent, passing unanimously the Board voted to recommend that the Board of Commissioners approve the request of VARIANCE-22-000070, subject to the following conditions:

1. The road frontage reduction for "Parcel 2" shall not exceed the requested 110-feet along Cedar Creek Road.
2. "Parcel 1" shall maintain the required 220-ft road frontage.
3. There shall be no future driveway permit issued for either lot.

4. When the new property configuration is recorded, the plat shall indicate a shared driveway easement at the current driveway location and a "No-access Easement" shall be labeled along the remaining road frontage.
5. "Parcel 1" and "Parcel 2" shall maintain the minimum acreage of 1.6+ acres after any property line reconfiguration.

RESULT:	RECOMMEND APPROVAL [UNANIMOUS]	Next: 2/21/2023 6:00 PM
MOVER:	Lisa Mitchum, District 1 - Vice-Chairman	
SECONDER:	Royce Williams, District 2	
AYES:	George Harper, Lisa Mitchum, Royce Williams, Billy Cranford	
ABSENT:	Delia Crouch	

Variance Application
COWETA COUNTY BOARD OF ZONING APPEALS

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

Name of Applicant(s): Lisa Shackelford
 Address of Applicant(s): 1090 Cedar Creek Rd. Newnan GA.
 Phone #: 678-776-1366 E-mail address: hwshack@yahoo.com
 Address of Subject Property: 1090 Cedar Creek Rd.
 Property Tax I.D. #: 095-5205-008A

Definition of Variance: A variance is a relaxation of the terms of the ordinance where such variances will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As use in the ordinance, a variance is authorized only for height, area, and size of structure, or size of yards, and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of non-conformities in the zoning district or uses in an adjoining zoning district.

Ordinance listing for proposed use: Article 23 Section — Item —
 Brief description of requested use: Road Reduction Frontage for alteration of property

Applicant's reason for not conforming to the Zoning Ordinance: Road Frontage is not vested

What extraordinary conditions concerning the property/structure/property, warrants a variance or variances?
Has had current road frontage since 2005

Provide suggested mitigated measures, if any, to reduce the impact if the variance is granted. If no, mitigation is proposed, the request must include an explanation of why none is being proposed.
No mitigation measures required

Please provide the following information with the variance request:

- ☒ A copy of Warranty Deed.
- ☒ If the applicant is not the owner of the property, submit a notarized letter from the property owner giving applicant permission to file.
- ☒ Plat of the property indicating all existing and proposed structures in relation to the nearby streets, property lines, and driveways; dimensions are to be accurate (1 copy and an electronic file of plat in PDF or JPEG format).
- ☒ Total feet of encroachment/distance from property line.
- ☒ Application Fee (see attached Fee Schedule). \$500.00

Date filed: _____ Signed by: Lisa Shackelford
 Print name: Lisa Shackelford

Attachment: App (13598 : VAR 22-000070 - Lisa Shackelford Road Frontage Variance)

Jon Amason,
22 East Broad St.
Newnan, GA 30263
www.coweta.ga.us
770-254-2635

To: Coweta County Board of Zoning Appeals

From: Lisa J Eschman, Zoning Coordinator

Re: Variance Request – *Art. 23. Dimensional Requirements. Road Frontage*
Applicant: Lisa Shackelford
Location: 1090 Cedar Creek Rd, Newnan, GA
Petition # VARIANCE 22-000070
Tax ID #: 095-5205-008A
“3rd” “Commission District

Date: January 19, 2023

The subject property is “Parcel 2” located at 1090 Cedar Creek Road, zoned **RC (Rural Conservation)**. The site currently contains a single-family residence with a total area of 1.6± acres, created in 2005 from the division of “Parcel 1”. At the time of division, the property owner was made aware of a road frontage deficiency. With that, a shared access easement drive was conveyed for both “Parcel 1” and “Parcel 2”.

The adjoining property to the west “Parcel 1” was recently sold in October 2022. The applicant and the new property owner are proposing the reconfiguration of property lines. The proposed reconfiguration will provide “Parcel 2” with 110-ft of road frontage along Cedar Creek Road. However, the required road frontage is 220-ft; therefore, the applicant requests a 110-ft road frontage reduction to acquire its own road frontage.

According to the applicant, both properties will be accessed by the established easement, with no future installation of a new driveway.

Brief descriptions of staff comments regarding this request are as follows:

Public Safety

Engineering & Transportation:

Public Works has no issues with the variance. However, if the driveway location changes, sight distance will need to be evaluated.

Fire:

No objections to the request.

Community Development

Development Review:

When this property was subdivided in 2005, it did not have adequate road frontage. The property owners, at the time of the division, leveraged a loophole that allowed access via an easement to “Parcel 2”, with “Parcel 1” having the required 220-ft road frontage. After a site inspection our office is concerned that sight distance may be inadequate for a new driveway.

If the Board chooses to grant this variance, we submit the following condition for consideration:

- No new driveway permit shall be issued for either lot.
- When the new property configuration is recorded the plat shall indicate a shared driveway easement at the present driveway’s location. No-access easement shall be placed along the remaining road frontage.

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

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

Response: The 1.60 ± acre tract, is a lot of record established in August 2005. The surrounding properties to the east, south and west are established residential communities, zoned RC (Rural Conservation). Across Cedar Creek Road to the north are established residential communities, zoned CC (Cedar Creek).

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

Response: The usability of the adjoining parcels would not be impacted since the request is only associated with “Parcel 2”. The adjoining property owner to the west “Parcel 1” has given support for the variance request.

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

Response: There is not sufficient road frontage to conform to the current 220-ft requirements. This request will support “Parcel 2” by acquiring 110-ft of road frontage along Cedar Creek Road.

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

Response: Due to inadequate sight distance along Cedar Creek Road, there shall be no new driveway permitted for either “Parcel 1” or “Parcel 2” which will mitigate any burden on the public street.

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 variance.

Response: The request will provide 110-ft of road frontage for "Parcel 2" which was established over eighteen years ago. However, the applicant or any future property owner(s) should be aware that a new driveway would not be allowed along Cedar Creek Road.

6. Whether or not the situation for which the request is 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

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

1. The proposed request will allow "Parcel 2" to acquire 110-ft of road frontage along Cedar Creek Road.
2. Based recommended conditions, any burden on public streets will be mitigated.

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

1. The road frontage reduction for "Parcel 2" shall not exceed the requested 110-feet along Cedar Creek Road.
2. "Parcel 1" shall maintain the required 220-ft road frontage.
3. There shall be no future driveway permit issued for either lot.
4. When the new property configuration is recorded, the plat shall indicate a shared driveway easement at the current driveway location and a "No-access Easement" shall be labeled along the remaining road frontage.
5. "Parcel 1" and "Parcel 2" shall maintain the minimum acreage of 1.6+ acres after any property line reconfiguration.

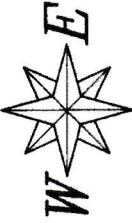
The Public Hearing for this request is scheduled for **Tuesday, January 26, 2023**, at 6:00PM in the Commission Chambers located at 37 Perry Street, Newnan, GA 30263.

The applicant or his/her designated representative's presence is recommended to attend the Public Hearing.

c: Lisa Shackelford – hwshack@yahoo.com

DUCH 000000
FILED IN OFFICE
08/30/2005 03:48 PM

CHRISTOPHER B. BROWN
CLERK OF SUPERIOR COURT
COMETA COUNTY



MAGNETIC

CHRISTOPHER BROTHERS SURVEYORS
24 JACKSON STREET
NEWMAN, GEORGIA 30063
JOHN R. CHRISTOPHER
REGISTERED LAND SURVEYOR NO. 1766
PHONE (770) 255-5185
FAX (770) 255-7661
E-MAIL: CHRISBROS@YAHOO.COM

THE FIELD DATA UPON WHICH THIS MAP OR
PLAT IS BASED HAS A CLOSURE PRECISION
OF ONE FOOT IN 20,000 FEET AND AN
ANGLE PRECISION OF ONE SECOND OF AN
ANGLE. THE PLAT HAS BEEN ADJUSTED USING
THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR
CLOSURE AND IS FOUND TO BE ACCURATE
TO WITHIN ONE FOOT IN 100,000 FEET.

ANGULAR AND LINEAR MEASUREMENTS WERE
OBTAINED BY USING A TOPCON GTS-313
TOTAL STATION.



IN MY OPINION, THIS IS A TRUE
AND CORRECT REPRESENTATION
OF THE PLAT PREPARED IN CON-
FORMITY WITH THE STANDARDS
AND REQUIREMENTS OF LAW.

JOHN R. CHRISTOPHER
GEORGIA R.L.S. #1766

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE
TITLE BLOCK AND OR THE CERTIFICATION. ANY USE BY OTHER PARTIES
NOT NAMED IS AT THEIR OWN RISK.
THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE
OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

"A" TO "B"
S 66°20'00"E 65.00'
S 51°13'00"E 65.00'
S 48°53'00"E 90.00'
S 48°53'00"E 10.00'
S 48°26'36"E 98.05'

"C" TO "D"
S 48°53'00"E 30.95'
S 48°26'36"E 99.05'

NOTE:
3/8" RE-RODS SET ON ALL CORNERS
UNLESS OTHERWISE NOTED.

NOTE: THIS PROPERTY IS LOCATED WITHIN THE SEWELL MILL WATERSHED
PROTECTION DISTRICT. PER USGS MADRAS QUAD SHEET, THERE ARE
NO PERENNIAL STREAMS LOCATED ON SUBJECT PROPERTY. THE
BOUNDARY OF THE SUBJECT PROPERTY IS GREATER THAN 150 FEET
FROM PERENNIAL STREAMS AS SHOWN ON USGS MADRAS QUAD SHEET.
EXISTING OR FUTURE WATERSHED RESERVOIR.
PRESENT ZONING: RR (RURAL RESERVE)
REQUESTED ZONING: R-160

PLAT BOOK 34 PG 88

SEE REFERENCE PLATS PREPARED BY
MELVIN D. COLLINS DATED 07/19/78.

SURVEY FOR: COMETA COUNTY &
PARCEL 1 = JIM BRIDGES
PARCEL 2 = WAYNE SHACKELFORD

SCALE: 1" = 100' DISK: 2005 - 85

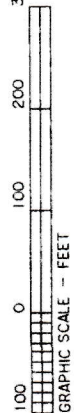
DRAWING DATE: 08/23/05 LAST FIELD: 08/18/05

WORK DATE: 08/18/05

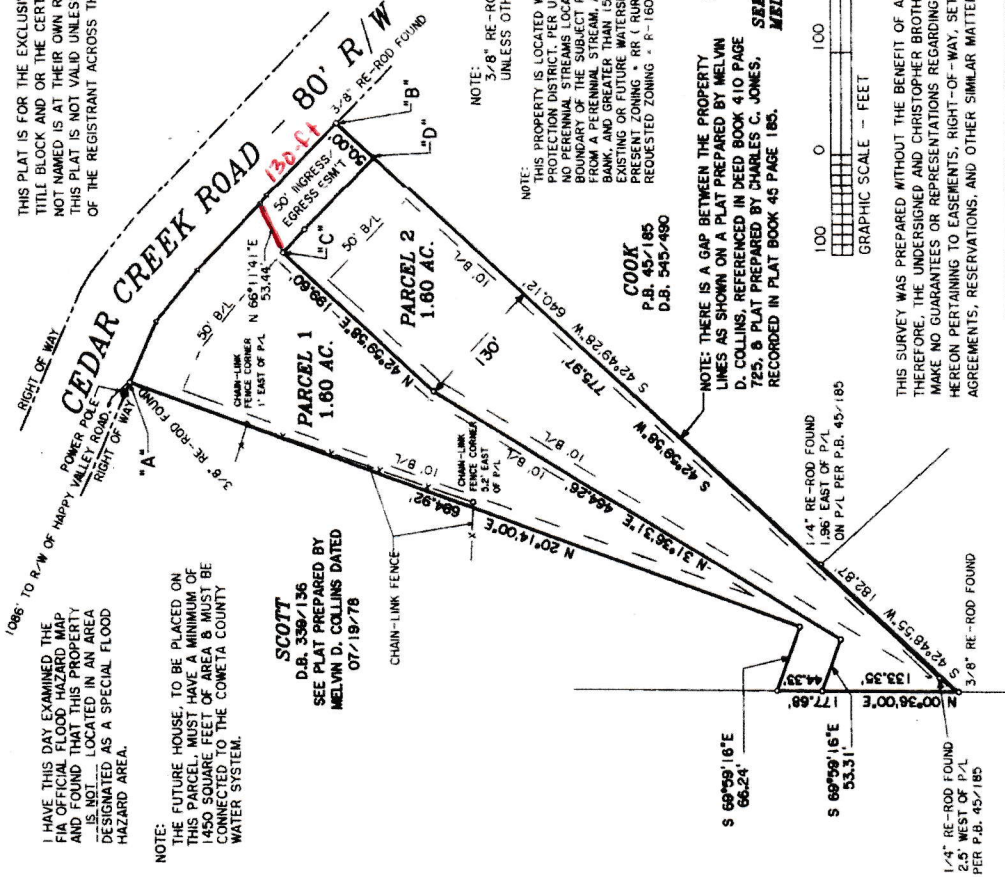
LAND LOT 206, LAND DISTRICT 5, COMETA COUNTY, GEORGIA

SURVEY BY: [Signature]

DRAWING NUMBER
CF 00039
CF 00038A



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



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

NOTE: FUTURE HOUSE TO BE PLACED ON
THIS PLAT MUST HAVE A MINIMUM OF
1450 SQUARE FEET OF AREA & MUST BE
CONNECTED TO THE COMETA COUNTY
WATER SYSTEM.

SCOTT
D.B. 336/136
SEE PLAT PREPARED BY
MELVIN D. COLLINS DATED
07/19/78

NOTE: THERE IS A GAP BETWEEN THE PROPERTY
LINES AS SHOWN ON A PLAT PREPARED BY MELVIN
D. COLLINS, REFERENCED IN DEED BOOK 410 PAGE
725, & PLAT PREPARED BY CHARLES C. JONES,
RECORDED IN PLAT BOOK 45 PAGE 185.

COOK
P.B. 45/185
D.B. 545/490

BK=4562 PG=668

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 205 OF THE 5TH DISTRICT OF COWETA COUNTY, GEORGIA CONTAINING 1.6 ACRES AND BEING MORE PARTICULARLY SHOWN AND DESCRIBED AS PARCEL 2 ON THAT CERTAIN SURVEY PREPARED BY JOHN R. CHRISTOPHER OF RECORD AT PLAT BOOK 84, PAGE 88, COWETA COUNTY, GEORGIA RECORDS. THE DESCRIPTION OF SAID PARCEL AS SHOWN ON SAID PLAT IS BY THIS REFERENCE, SPECIFICALLY INCORPORATED HEREIN.

ALSO CONVEYED HEREIN IS A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, AND EGRESS TO AND FROM THE ABOVE-DESCRIBED PROPERTY AND CEDAR CREEK ROAD, AND AN EASEMENT TO INSTALL UTILITIES TO PROVIDE UTILITY SERVICE TO SAID PARCEL 2. SAID EASEMENT IS OVER, ACROSS, AND THROUGH A PORTION OF THE PROPERTY DESIGNATED AS PARCEL 1 ON THE ABOVE SURVEY, THE EXACT PROPERTY OVER WHICH THIS EASEMENT IS CONVEYED BEING SHOWN AS "50' INGRESS/EGRESS ESM'T" ON THAT CERTAIN SURVEY OF RECORD AT PLAT BOOK 84, PAGE 88, COWETA COUNTY, GEORGIA RECORDS. REFERENCE TO SAID PLAT IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION OF THE PROPERTY OVER WHICH THIS EASEMENT IS CONVEYED.

SITUATE IN THE COUNTY OF COWETA, STATE OF GEORGIA.

AFFP

78766-Shackelford

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF COWETA }

SS

Notice of Public Hearing

Notice is hereby given that the Coweta County Board of Zoning Appeals will hear an appeal filed by Lisa Shackelford requesting variance for a road frontage reduction. Said property is located at 1090 Cedar Creek Road, Newnan, GA (Tax ID #: 095-5205-008A) The meeting will be held on Thursday, January 26, 2023, at 6:00 P.M. in the Commission Chambers, 37 Perry St, 2nd Flr, 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 205 of the Fifth Land District, Coweta County, Georgia, containing 1.6 acres and being more particularly shown and described as Parcel 2 with said plat of record in Plat Book 84, Page 88 in the Office of the Clerk of Superior Court, Coweta County Superior Court. 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. For questions regarding the public hearing, please contact the Community Development Zoning Division (770) 254-2635. This being the 21st day of December 2022 Coweta County Community Development
No.78766-12-21

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

December 21, 2022

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

SIGNED:


Co-Publishers

Subscribed to and sworn to me this 21st day of December 2022.


Payton Thompson, Notary, Coweta County, Georgia

My commission expires: May 10, 2025

02100746 00134241

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

Attachment: PUB AFF 22-000070 (13598 : VAR 22-000070 - Lisa Shackelford Road Frontage Variance)



Community Development

To: Coweta County Board of Commissioners

From: Jonathan Amason, Community Development Director

Date: 2/3/2023

RE: Acceptance of Roadways and a Deed of Open Space Restriction for Property Located in Twelve Parks Subdivision, Phase E, Unit 2 - 1st District

Issue: Acceptance of Roadways and Deed of Open Space Restriction for property located in Twelve Parks Subdivision, Phase E, Unit 2

Discussion: Twelve Parks Phase 5, LLC submits the attached deed of open space restriction for acceptance by the Board of Commissioners.

The deed reflects 16.41± acres total, being shown as Park #4 0.92± acres, Open Space #1 2.92± acres, Park #6 1.48± acres, Open Space #2 11.09± acres per the final plat of Twelve Parks Subdivision, Phase E Unit 2.

In addition, the grading, storm drainage, curb and gutter, and street base in Twelve Parks Subdivision, Phase 5 Unit 2 has been completed for the following streets in accordance with Coweta County regulations:

1. Black Rock Ridge (1,405 LF)
2. Tallulah Trail (extension - 884 LF)
3. Long Branch Trail (1,255 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 \$57,825.00

The developer has posted a performance bond for the incomplete asphalt topping.

1. Asphalt Topping Performance Bond \$175,605.00

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 accept Black Rock Ridge (1,405 LF), Tallulah Trail (extension - 884 LF), Long Branch Trail (1,255 LF), associated drainage structures and right-of-way located in Twelve Parks Subdivision, Phase E, Unit 2 into the Coweta County Public Roads System, and place the constructed improvements into a three (3) year maintenance period.

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: **TWELVE PARKS PHASE E UNIT 2**

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 **TWELVE PARKS PHASE 5 LLC**

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 affecting the title which are not of record, or which, if they are of record are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner;
- 3.) Zoning law, ordinances and regulations concerning the use, occupancy, possession and retention of captioned 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 affecting 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 captioned 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 relating 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 SOUTH STATE BANK, NATIONAL ASSOCIATION recorded in Deed Book 5459 Pages 453-468 COWETA County, Georgia Records. This security deed shall be released prior to recordation of final plat of TWELVE PARKS PHASE E UNIT 2.
- 16.) This is a limited title search.
- 17.) Encroachments, overlaps, boundary line disputes and any matters which a correct survey and

- 18). inspection of the land would disclose, and which are not shown by the public record
All taxes for the year 2022 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:

2021 State and County are currently paid

The effective date of this Certificate of Title is 7/15/2022.

Lawson, Beck & Sandlin, LLC

By: Gary C. Lawson Attorney At Law

EXHIBIT "A"

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOTS 121 & 152 OF THE 1ST DISTRICT, OF COWETA COUNTY, GEORGIA, BEING THOSE CERTAIN ROAD RIGHT-OF-WAYS KNOWN AS "BLACK ROCK RIDGE 36 foot R/W" & "LONG BRANCH TRAIL 36 foot R/W" & "TALLULAH TRAIL 36 foot R/W" AS PER FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK _____, PAGE _____ RECORDS OF COWETA COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

AND ALSO

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOTS 121 & 152 OF THE 1ST DISTRICT, OF COWETA COUNTY, GEORGIA being shown as:
"Open Space #1 2.92 AC" & "Open Space #2 11.09 AC" & "PARK 5 0.92 AC" & "PARK 6 1.48 AC" AS PER THE FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK _____, PAGES _____, COWETA COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HERE AND MADE A PART HEREOF.

Attachment: Cert of Title Twelve Parks PEU2 (13617 : Roadway and Open Space Acceptance - Twelve Parks Phase E Unit 2)

After recording, return to:

LAWSON, BECK & SANDLIN, LLC
1125 COMMERCE DRIVE, SUITE 300
PEACHTREE CITY, GEORGIA 30269

INDEXING NOTE: **Please index Grantor Index under:
Twelve Parks Phase 1 LLC & Twelve Parks Phase 5 LLC**

**Please also cross-reference to Declaration
Recorded in Deed Book 4933, pages 23-73
COWETA County, Georgia Records**

CONSENT AND JOINDER

Twelve Parks Phase 1 LLC is the Declarant and Twelve Parks Phase 5 LLC is the Owner of Real property in Coweta County (both are hereinafter referred to as "the Undersigned") now known or to be known as Twelve Parks Phase E Unit 2. This Phase is part of a larger developed subdivision Twelve Parks and Phase E Unit 1 consists of a total of 68 residential lots.

The undersigned hereby consent to and join in subjecting the above property described more particularly as follows:

**ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOTS 121 & 152 OF THE 1ST DISTRICT OF COWETA COUNTY, GEORGIA, BEING LOTS
112,113,114,115,116,117,118,119,120,121,122,123,124,125,126,127,128,129,130,131,132,133,
134,135,136,137,138,139,140,141,142,143,144,145,146,147,148,149,150,151,152,153,154,155,
156,157,158,159,160,161,162,163,164,165,166,167,168,169,170,171,172,173,174,175,176,177,
178 & 179**

OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION AS PER FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK ____, PAGES _____ RECORDS OF COWETA COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

And also

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOTS 121 & 152 OF THE 1ST DISTRICT, OF COWETA COUNTY, GEORGIA being shown as: "Open Space #1 2.92 AC" & "Open Space #2 11.09 AC" & "PARK 4 0.92 AC" & "PARK 6 1.48 AC" AS PER THE FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK ____, PAGES _____, COWETA COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HERE AND MADE A PART HEREOF.

To the Declaration of Covenants, Restrictions and Easements for TWELVE PARKS recorded at deed book 4933 pages 23-73 in the office of the Clerk of Superior Court of Coweta County. It being the intent of this Consent and Joinder that all rights and obligations created pursuant to said declaration apply to the above-described property and the Declaration shall apply in full force and effect to any successors or assigns of title to the property

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officer or officers and its seal to be affixed this 20 day OF December, 2022.

Signed, sealed and delivered in presence of:

TWELVE PARKS PHASE 5 LLC

Patricia Pansy

Unofficial Witness

David Lindsey

By: **DAVID LINDSEY,**
MANAGER

Michelle Thill

Notary Public



AFTER RECORDING RETURN TO:
Lawson, Beck & Sandlin, LLC
 1125 COMMERCE DRIVE, SUITE 300
 PEACHTREE CITY, GEORGIA 30269

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 20 day of December, 2022, by and between TWELVE PARKS PHASE 5 LLC, their representatives, beneficiaries, successors, and assigns, having an address at 140 VILLAGE CIRCLE, SENOIA, GA 30276 ("Grantor"), in favor of COWETA COUNTY, GEORGIA, its successors and assigns, a political subdivision of the State of Georgia, ("Grantee").

WITNESSETH:

WHEREAS, Grantor are the owners in fee simple of certain real property in Coweta County, Georgia identified as "Open Space" for TWELVE PARKS PHASE E UNIT 2 (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

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 conservation 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 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.

2. 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.

3. 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;
- 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 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.

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 TWELVE PARKS PHASE E UNIT 2 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 TWELVE PARKS PHASE E UNIT 2 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 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.

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.

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 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: Twelve Parks PHASE 5 LLC
140 VILLAGE CIRCLE,
Senoia, Georgia 30276

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 delivery 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 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 "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, DAVID LINDSEY signing on behalf of TWELVE PARKS PHASE 5 LLC 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: 246.4 Open Space, 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.

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

Entered into this 20 day of December, 2022.

Signed, sealed and delivered
in the presence of:

Patricia Pamy
Unofficial Witness

Michelle Davis
Notary Public

My Commission Expires: October 11, 2025

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

GRANTOR:

TWELVE PARKS PHASE 5 LLC

By: David Lindsey
DAVID LINDSEY, MANAGER

GRANTEE:

COWETA COUNTY GEORGIA

By: _____

EXHIBIT "A"

ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOTS 121 & 152 OF THE 1ST DISTRICT, OF COWETA COUNTY, GEORGIA being shown as:

"Open Space #1 2.92 AC" & "Open Space #2 11.09 AC" & "PARK 4 0.92 AC" & "PARK 6 1.48 AC" AS PER THE FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK _____, PAGES _____, COWETA COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HERE AND MADE A PART HEREOF.

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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.

246.4.2. *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.
 - 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 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:
 - 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.

246.4.3. *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:
 - (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.

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

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 20 day of December, 2022, between **SOUTH STATE BANK, NATIONAL ASSOCIATION**, as party or parties of the first part, hereinafter called Grantor, and **TWELVE PARKS PHASE 5 LLC A GEORGIA LIMITED LIABILITY COMPANY**, 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 LOTS 121 & 152 OF THE 1ST DISTRICT, OF COWETA COUNTY, GEORGIA, BEING THOSE CERTAIN ROAD RIGHT-OF-WAYS KNOWN AS "BLACK ROCK RIDGE 36' R/W" & "LONG BRANCH TRAIL 36' R/W" & "TALLULAH TRAIL 36' R/W" AS PER FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK _____, PAGE _____ RECORDS OF COWETA COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

AND ALSO

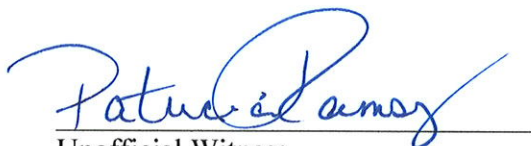
ALL THOSE TRACTS OR PARCELS OF LAND LYING AND BEING IN LAND LOTS 121 & 152 OF THE 1ST DISTRICT, OF COWETA COUNTY, GEORGIA being shown as:
"Open Space #1 2.92 AC" & "Open Space #2 11.09 AC" & "PARK 4 0.92 AC" & "PARK 6 1.48 AC" AS PER THE FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK _____, PAGES _____, COWETA COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HERE 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 11/4/2021 and recorded in Deed Book 5459 pages 453-468 and any modifications if any of record of said security deed COWETA 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.

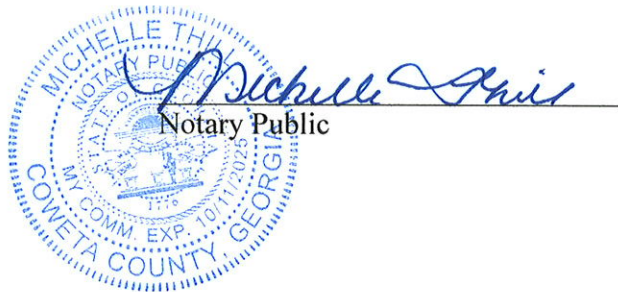
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in
the presence of:


Unofficial Witness

**SOUTH STATE BANK,
NATIONAL ASSOCIATION**

By: 
Name: David A London
Title: Managing Member



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 20 day of December, 2022, between

TWELVE PARKS PHASE 5 LLC
A GEORGIA LIMITED LIABILITY COMPANY

as party or parties of the first part, hereinafter called Grantor, and

TWELVE PARKS HOA INC.

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 LOTS 121 & 152 OF THE 1ST DISTRICT, OF COWETA COUNTY, GEORGIA being shown as:

"Open Space #1 2.92 AC" & "Open Space #2 11.09 AC" & "PARK 4 0.92 AC" & "PARK 6 1.48 AC" AS PER THE FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK _____, PAGES _____, COWETA COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HERE AND MADE A PART HEREOF.

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.

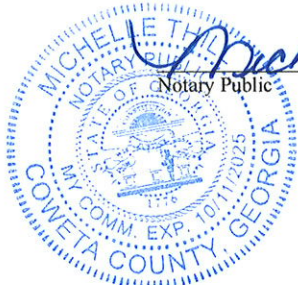
Signed, sealed and delivered in presence of:

TWELVE PARKS PHASE 5 LLC

Unofficial Witness

By: DAVID LINDSEY, MANAGER

Notary Public



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 20 day of December, 2022, between

TWELVE PARKS PHASE 5 LLC
A GEORGIA LIMITED LIABILITY COMPANY

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 LOTS 121 & 152 OF THE 1ST DISTRICT, OF COWETA COUNTY, GEORGIA, BEING THOSE CERTAIN ROAD RIGHT-OF-WAYS KNOWN AS "BLACK ROCK RIDGE 36' R/W" & "LONG BRANCH TRAIL 36' R/W" & "TALLULAH TRAIL 36' R/W" AS PER FINAL PLAT OF TWELVE PARKS PHASE E UNIT 2 SUBDIVISION 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.

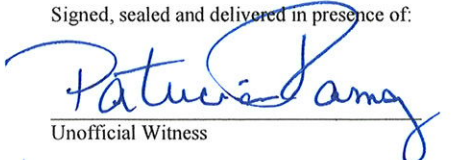
SUBJECT to restrictive covenants and general utility easements of record.

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

 Notary Public

TWELVE PARKS PHASE 5 LLC


 By: DAVID LINDSEY, MANAGER

To be filed in **COWETA COUNTY****PT-61 038-2023-000271**

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Twelve Parks Phase 5 LLC				Exempt Code If no exempt code enter NONE	Deed of Gift
MAILING ADDRESS (STREET & NUMBER) 140 Village Circle				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Senoia, GA 30276 USA		DATE OF SALE 2/21/2023		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
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Twelve Parks HOA 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) 140 Village Circle				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Senoia, GA 30276 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 part of 135-1121-002		ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 1st	ACRES	LAND LOT 121 and 152	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK		DEED PAGE		PLAT BOOK PLAT PAGE

ADDITIONAL BUYERS

None

Attachment: Open Space PT-61 (13617 : Roadway and Open Space Acceptance - Twelve Parks Phase E Unit 2)

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Twelve Parks Phase 5 LLC				Exempt Code If no exempt code enter NONE	Public Road Acquisition
MAILING ADDRESS (STREET & NUMBER) 140 Village Circle				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Senoia, GA 30276 USA		DATE OF SALE 2/21/2023		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
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Coweta County, State of Georgia				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 East Broad 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 part of 135-1121-002	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 1st	ACRES	LAND LOT 121 and 152	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK		DEED PAGE		PLAT BOOK PLAT PAGE

ADDITIONAL BUYERS

None

Attachment: ROW PT-61 (13617 : Roadway and Open Space Acceptance - Twelve Parks Phase E Unit 2)

FINAL PLAT FOR:

TWELVE PARKS

PHASE E ~ UNIT II

LAND LOTS 121 & 152; DISTRICT 1

COWETA COUNTY, GEORGIA

TAX PARCEL #135-1121-002

AS REQUIRED BY SUBSECTION (c) OF O.G.C.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.G.C.A. SECTION 15-6-67.

10-12-2022
DATECLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

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 THAT 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 NOT LIE IN A BASIN BELOW CATEGORY II, I AM:

BY: JASON A. HOPKINS

GA. REGISTERED LAND SURVEYOR NO.: 3215

DATE: 10-12-2022

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, HAVE BEEN FULFILLED, EXCEPT AS OTHERWISE APPROVED BY THE REVIEW COMMITTEE.

BY: JASON A. HOPKINS

REGISTERED PROFESSIONAL ENGINEER NO.: 26674

DATE: 10/12/22

OWNER'S ACKNOWLEDGEMENT:

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 A STATE AND COUNTY TAX MAP ASSESSMENTS NOW DONE ON THIS LAND HAVE BEEN PAID, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS WHICH COMPRISE A TOTAL OF (R/W AREA) = 3.11 ACRES, FOR THE PURPOSES THEREIN EXPRESSED.

SUBDIVIDER: CAMIE K. WIGGINS OWNER: JASON A. HOPKINS
DATE: 12-2-2022 DATE: 12-2-2022

FINAL PLAT APPROVAL CERTIFICATES:

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: 10/12/22, ALL OF THE CONDITIONS OF APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED AND THIS APPROVAL GRANTED UNDER THE AUTHORITY OF SAID REGULATIONS.

PLAN REVIEW ASSOCIATE: DATE: _____
COWETA COUNTY WATER AND SEWER AUTHORITY: DATE: _____

I CERTIFY THAT A SURETY BOND OR CERTIFIED CHECK IN THE AMOUNT OF \$ _____ HAS BEEN RECEIVED TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN THE SUBDIVISION PLAT ATTACHED HERETO IN THE EVENT OF DEFAULT BY THE DEVELOPER.

CHAIRMAN, COUNTY COMMISSIONERS, COWETA COUNTY, GEORGIA: DATE: _____

WETLANDS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SITE CONTAINS AREAS OF JURISDICTIONAL WATERS. THESE AREAS HAVE BEEN IDENTIFIED IN ACCORDANCE WITH THE PROCEDURES AND CRITERIA OUTLINED BY THE U.S. ARMY CORPS OF ENGINEERS WETLAND Delineation MANUAL.

BY: JASON A. HOPKINS DATE: 12/5/22

CERTIFICATION NO.: N/A

GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83. VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION OF THE STARTING POINTS FOR THIS SURVEY WERE OBTAINED UTILIZING A TRIMBLE 5800 GPS RECEIVER WITH A TRIMBLE TS22 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM THE EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.

WHILE THIS PROPERTY DOES NOT LIE IN A F.E.M.A. FLOOD HAZARD AREA PER F.E.M.A. MAPS OF COWETA COUNTY, GA. F.I.R.M. PANEL NOS. 1307700280D & 1307700257D, EFFECTIVE DATE: FEBRUARY 6, 2013, PORTIONS OF THIS PROPERTY DO LIE WITHIN THE 100-YEAR FLOOD AREA PER THE DEMBERRY FLOOD STUDY.

THIS SITE CONTAINS AREAS WITHIN THE 100-YR FLOOD HAZARD ZONE. FLOOD BOUNDARIES AND ELEVATIONS WERE PROVIDED BY COWETA COUNTY AND ARE BASED ON A FLOOD STUDY PERFORMED BY DEMBERRY.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER. LINEAR PRECISION OF TRAVERSE: 1/44,151. ANGULAR ERROR: 2" PER POINT. THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/337,005. MATTERS OF TITLE ARE EXCEPTED.

ZONING CONDITIONS RELEVANT TO HOME CONSTRUCTION:

(FROM PETITION 003-08 FILED BY POH TWELVE PARKS, LLC TO REZONE 450.86 ACRES FROM RC (RURAL CONSERVATION) TO R-B (SINGLE FAMILY RESIDENTIAL INFILL DISTRICT, AND LATER MODIFIED BY PETITION 006-21 TO REMOVE NUMBER 2)

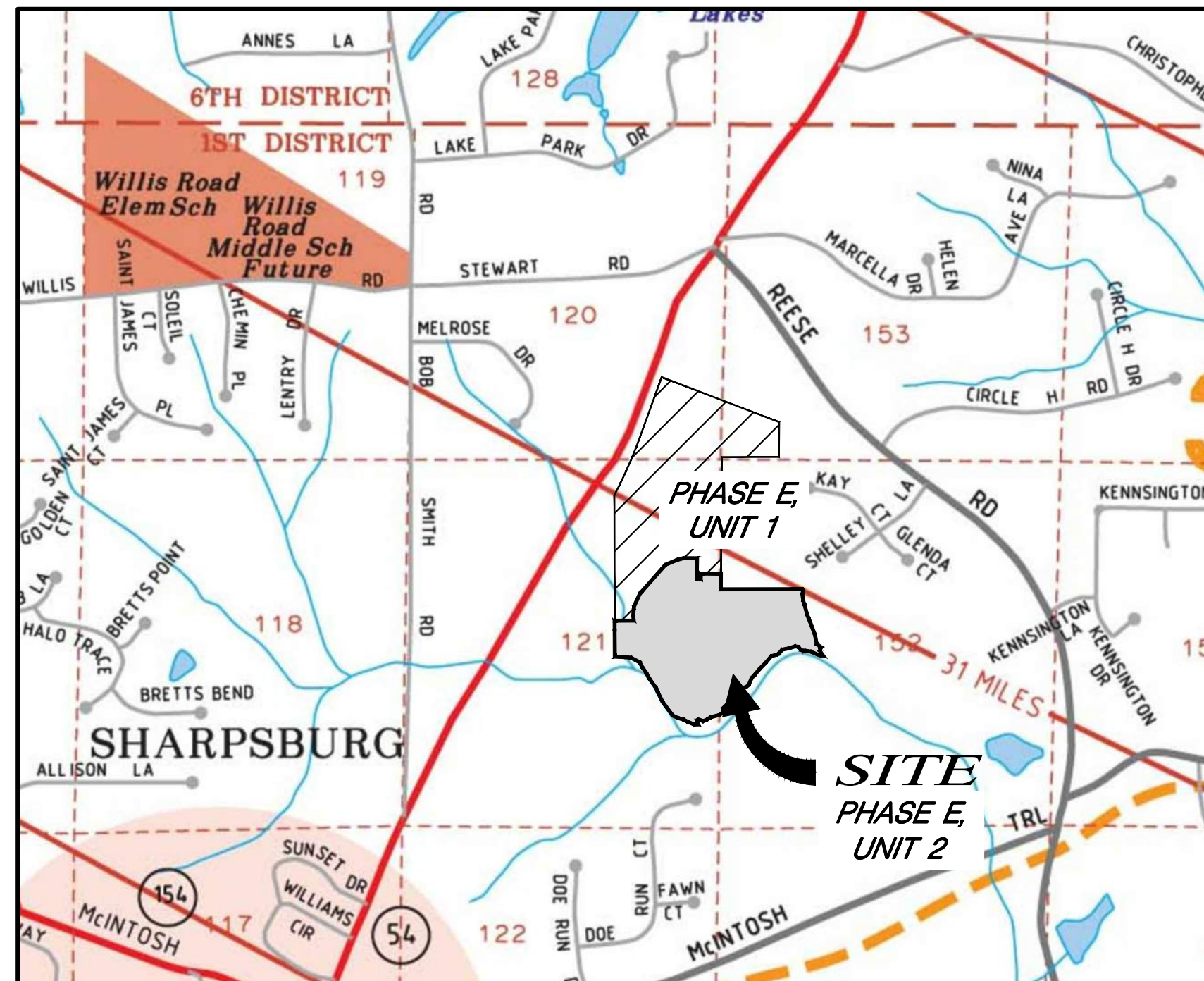
3. ALL GARAGE DOORS SHALL HAVE A CARRIAGE-TYPE APPEARANCE WITH ARCHED OPENINGS, GLASS INSERTS AND DECORATIVE HARDWARE. ADDITIONALLY, THE COLOR SHALL BE CONSISTENT WITH THE PREDOMINANT COLOR OF THE HOME.

20. ALL HOMES SHALL BE CONSTRUCTED HAVING EXTERIOR FINISHED OF BRICK, STONE, STUCCO, CEMENT BASED SIDING (HARD PLANK OR EQUAL), OR WOOD PRODUCTS SUCH AS CEDAR OR TIMBER FRAME. NO VINYL WILL BE USED ON THE EXTERIOR OF ANY HOMES EXCEPT FOR SOFFIT CONSTRUCTION.

21. A WIDE VARIETY OF HOUSE PLANS, ENSURING NO MASS REPETITIONS SHALL BE UTILIZED WITHIN THE DEVELOPMENT.

22. ALL ROOFS OF THE MAIN BODY OF THE HOUSES SHALL HAVE A MINIMUM ROOF PITCH OF 8:12.

LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L3	S41°49'38"W	12.77'	L33	N61°42'40"W	42.71'
L4	N07°07'59"W	23.05'	L34	S87°44'37"W	38.00'
L5	N37°07'07"W	5.93'	L35	S16°31'34"E	40.55'
L6	S38°29'58"E	6.14'	L36	S57°30'27"W	14.52'
L7	N31°54'36"W	10.23'	L37	N69°47'34"W	48.27'
L8	N62°48'17"W	24.72'	L38	S66°36'56"W	39.60'
L9	N28°10'08"W	9.97'	L39	S57°29'11"W	39.02'
L10	N28°10'08"W	10.88'	L40	S53°52'53"W	38.33'
L11	N63°02'41"W	15.20'	L41	S02°25'20"W	38.46'
L12	N34°01'28"W	35.09'	L42	S53°47'16"W	38.20'
L13	N37°30'17"W	19.88'	L43	S74°25'24"W	45.51'
L14	S06°46'08"E	8.43'	L44	S43°32'09"W	44.30'
L15	N41°49'38"E	31.43'	L45	S48°52'41"W	32.97'
L16	N37°30'51"W	35.39'	L46	S60°54'36"W	20.80'
L17	N00°51'51"E	17.82'	L47	S38°00'14"W	45.97'
L18	S07°11'57"E	21.01'	L49	N80°31'20"W	32.21'
L21	S14°43'51"E	101.70'	L50	N36°10'19"W	31.26'
L22	S19°07'52"E	33.57'	L51	N66°47'10"W	30.50'
L23	S04°22'14"E	37.59'	L52	S78°08'26"W	13.89'
L24	S12°20'24"E	27.57'	L53	N 83°25' W	35.98'
L25	S15°16'39"W	33.20'	L54	S11°58'05"W	15.90'
L26	S32°51'19"E	14.64'	L55	S31°51'45"W	19.65'
L28	N83°39'12"W	54.26'	L56	S24°08'48"E	31.40'
L29	N28°49'18"W	58.32'	L57	S14°43'51"E	16.43'
L30	N27°34'57"W	58.37'	L64	N12°16'14"E	29.39'
L31	N23°42'28"W	46.96'	L65	N30°30'54"W	3.36'
L32	N74°48'57"W	49.55'	L66	S37°30'17"E	19.88'
			L67	S33°20'13"E	49.35'



LOCATION MAP - N.T.S.

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.

C/L CURVE DATA	
NO.	DATA
①	$\Delta = 48^{\circ}34'52''$ $R = 200.00'$ $L = 169.58'$ $T = 90.26'$
②	$\Delta = 80^{\circ}19'37''$ $R = 200.00'$ $L = 280.39'$ $T = 168.79'$
③	$\Delta = 06^{\circ}33'35''$ $R = 1000.00'$ $L = 114.49'$ $T = 57.31'$
④	$\Delta = 05^{\circ}33'53''$ $R = 800.00'$ $L = 48.56'$ $T = 24.30'$
⑤	$\Delta = 57^{\circ}32'14''$ $R = 100.00'$ $L = 100.42'$ $T = 54.90'$
⑥	$\Delta = 37^{\circ}40'24''$ $R = 100.00'$ $L = 65.75'$ $T = 34.11'$
⑦	$\Delta = 56^{\circ}32'44''$ $R = 175.00'$ $L = 172.71'$ $T = 94.12'$
⑧	$\Delta = 90^{\circ}06'20''$ $R = 100.00'$ $L = 157.26'$ $T = 100.18'$

GENERAL NOTES:

- THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE TITLE BLOCK AND OR THE CERTIFICATION. ANY USE BY OTHER PARTIES NOT NAMED IS AT THEIR OWN RISK.
- THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL IN CONTRASTING INK.
- 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.
- 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 (O.C.G.A.) 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.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THE UNDERSIGNED AND GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS.
- WATER SERVICE TO BE PROVIDED BY COWETA COUNTY WATER AND SEWAGE AUTHORITY.
- SEWER SERVICE TO BE PROVIDED BY COWETA COUNTY WATER AND SEWAGE AUTHORITY.
- ALL DRAINAGE EASEMENTS TO CONFORM TO ACTUAL LOCATION OF DRAINAGE STRUCTURES AND STREAMS.
- 1/2" IRON PINS SET ON ALL LOT CORNERS UNLESS OTHERWISE NOTED. PERMANENT MONUMENTS ARE 1/2" REBAR SET IN CONCRETE.
- A 12' SIDEWALK EASEMENT AND UTILITY EASEMENT WILL BE PROVIDED OUTSIDE OF THE RIGHT-OF-WAY ON BOTH SIDES OF ALL ROADS.
- EACH HOUSE DRIVEWAY SHALL BE CONSTRUCTED TO DRAIN TOWARDS STREET GUTTER AT A MINIMUM 6 INCH FALL IN 12 FEET FROM THE RIGHT-OF-WAY TOWARDS THE STREET GUTTER.
- FOR THIS DEVELOPMENT, SIDEWALKS ARE REQUIRED ON BOTH SIDES OF EVERY STREET AND ALONG THE EXISTING ROADWAY. SIDEWALK LOCATIONS ARE PURSUANT TO THE VARIANCE APPROVAL (ZA 051-19), 4' SIDEWALK, LOCATED 5' BACK OF CURB ON BOTH SIDES OF STREET, WITHIN A SIDEWALK AND UTILITY EASEMENT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIDEWALKS.
- THERE ARE WETLANDS LOCATED ON THIS SITE AS SHOWN. THE SITE DOES INCLUDE STATE WATERS. THE BUFFERS HAVE BEEN SHOWN ON THIS FINAL PLAT.
- THIS SITE IS WITHIN THE KEG CREEK WATERSHED PROTECTION DISTRICT.
- BASIS OF BEARINGS AS SHOWN HEREON IS GRID NORTH (STATE PLANE GA. WEST ZONE). HORIZONTAL DATUM = STATE PLANE COORDINATE SYSTEM OF THE GEORGIA WEST ZONE. SEE NOTES IN LOWER LEFT CORNER.
- THIS SUBDIVISION IS AN "OPEN SPACE DEVELOPMENT". FURTHER DIVISION OF PROPERTY IS PROHIBITED.
- THIS PLAT IS SUBJECT TO THE COVENANTS FOR TWELVE PARKS SUBDIVISION AS SET FORTH IN THE SEPARATE DOCUMENT(S) RECORDED AND ON FILE AT THE COWETA COUNTY SUPERIOR COURT CLERK'S OFFICE.
- THE 100 YEAR PONDING ELEVATIONS FOR STORM WATER PONDS F2 AND H2 WERE PROVIDED TO THIS OFFICE BY NORDIA ENGINEERING, INC.
- 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. FOR LOTS OF THIS SIZE, THE CALIPER INCHES MAY BE MET ANYWHERE ON THE LOT. 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 SHALL BE 3 CALIPER INCHES; AND THE TREES MUST BE DECIDUOUS. ALL NEWLY PLANTED TREES USED TO MEET THIS REQUIREMENT MUST BE PLANTED PRIOR TO A REQUEST FOR CERTIFICATE OF OCCUPANCY. THE TREES USED IN MEETING THIS REQUIREMENT MUST BE CLEARLY IDENTIFIED IN THE FIELD WITH FLAGGING.
- "THE CERTIFICATE(S) OF OCCUPANCY FOR INDIVIDUAL LOTS SHALL BE HELD UNTIL ASSOCIATED SIDEWALK IMPROVEMENTS THEREON ARE COMPLETE."
- THIS DEVELOPMENT WILL RECEIVE MAIL BY CENTRAL DELIVERY VIA A CLUSTER MAILBOX STATION. MAINTENANCE AND ASSIGNS, INCLUDING ANY HOMEOWNERS ASSOCIATION, SHALL BE RESPONSIBLE FOR MAINTAINING THE SIDEWALK 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 STORMWATER.
- BOUNDARY INFORMATION BASED ON A BOUNDARY SURVEY BY GASKINS, DATED 05-21-2021.
- GRAVEL ACCESS DRIVES TO DETENTION PONDS ARE TO REMAIN AND BE MAINTAINED BY THE HOA.

STORMWATER MANAGEMENT FACILITY NOTE:

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 HOMEOWNERS ASSOCIATION, SHALL BE RESPONSIBLE FOR MAINTAINING 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 STORMWATER.

ADDITIONAL LEGAL PROVISION FOR OPEN SPACE:

- THE OPEN SPACE IS PERMANENTLY PROTECTED FROM DEVELOPMENT OTHER THAN AS PROVIDED IN COVENANTS RECORDED IN A "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 ADDENDUMS OR AMENDMENTS THERETO.
- THE OPEN SPACE IS AVAILABLE FOR COMMON USE BY ALL RESIDENTS OF (TWELVE PARKS) SUBDIVISION, SUBJECT TO SUCH RULES AND REGULATIONS SET FORTH IN THE SUBDIVISION COVENANTS, IF ANY OR PROMULGATED BY THE HOMEOWNER'S ASSOCIATION.
- 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 (TWELVE PARKS) SUBDIVISION OR IN VIOLATION OF THE "DEED OF OPEN SPACE RESTRICTION" REFERENCED IN PARAGRAPH (1) ABOVE.
- PERMANENT CARE AND MAINTENANCE OF OPEN SPACE AREAS WILL BE BY THE HOMEOWNER'S ASSOCIATION.

LEGAL REQUIREMENTS FOR OPEN SPACE:

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

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED _____, WHICH HEREBY BECOMES A PART OF THIS PLAT, RECORDED _____ (DATE) _____.

10-FOOT WIDE GRAVEL STABILIZED ACCESS ROADS TO EACH POND SHALL BE MAINTAINED IN PERPETUITY BY THE H.O.A.

FIRE NOTE
PROPERTY SHOULD BE ADDRESSED PER THE REQUIREMENTS OF ARTICLE 24 SECT. 246.1.2.

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES STATED ON THE FACE OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

DRAINAGE EASEMENT NOTE:

THE DRAINAGE EASEMENTS AS DEPICTED ON THIS FINAL PLAT ARE TO SIGNIFY THE INTENDED STORMWATER DRAINAGE PATHS FOR INTENTION AND PROTECTION FROM INTERRUPTIONS. EACH PROPERTY OWNER SHALL MAINTAIN THESE STORMWATER DRAINAGE EASEMENTS WITH THE INTENT TO KEEP THE STORMWATER FLOWING AS INTENDED WITHOUT OBSTRUCTION.

DRAWN BY: JES

CHECKED BY: JAH

FILE: N:LINDSEY COMM.

FIELD DATE: 6/28/22

OFFICE DATE: 11/04/22

SCALE: AS SHOWN

REVISIONS

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FINAL PLAT FOR:

**TWELVE PARKS PHASE E
UNIT 2**

LOCATED IN L.L. 121 & 152
1st DISTRICT,
COWETA COUNTY, GA. SHEET 1 OF 6

STRUCTURES LEGEND	
	HEADWALL
	FLARED END SECTION (D.O.T.)
	SINGLE-WING CATCH BASIN
	DOUBLE-WING CATCH BASIN
	WEIR INLET
	JUNCTION BOX
	GRATE INLET
	FIRE HYDRANT
	WATER VALVE
	W.M. - WATER METER
---W---	WATER LINE
	SANITARY SEWER MANHOLE
---SS---	WATER LINE
o C.O.	SEWER CLEAN OUT
NOTE: ALL STORM DRAINS ARE BITUMINUS COATED OR TYPE II ALUMINIZED CORRUGATED METAL PIPE (CMP) UNLESS OTHERWISE NOTED.	

PROPERTY CORNER LEGEND	
	RBS- REINFORCING BAR SET
	RBF- REINFORCING BAR FOUND
	CTF- CRIMP TOP PIPE FOUND
	OTF- OPEN TOP PIPE FOUND
	RWM- RIGHT-OF-WAY MONUMENT
NOTE: #4 REBAR SET ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.	
ABBREVIATIONS LEGEND	
ABBR.	DEFINITION
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
A.E.	ACCESS EASEMENT
W.L.E.	WATER LINE EASEMENT
F.M.E.	FORCE MAIN EASEMENT

PROJECT INFORMATION	
CURRENT ZONING - RI-B (SINGLE FAMILY RESIDENTIAL)	
TAX PARCEL - #135-1121-002	
AREA OF OVERALL DEVELOPMENT, PHASE E = 79.45 AC	
TOTAL LOTS OVERALL, PHASE E = 129	
AREA OF PHASE E, UNIT 2 = 38.28 AC	
TOTAL LOTS, PHASE E, UNIT 2 = 68	
TOTAL AREA OF LOTS, UNIT 2 = 18.76 AC	
TOTAL RIGHT-OF-WAY AREA, UNIT 2 = 3.11 AC	
OPEN SPACE & PARK AREA, UNIT 2 = 16.41 AC	
DIMENSIONAL REQUIREMENTS:	
FRONT YARD = 42'	
SIDE YARD = 5'	
REAR YARD = 20'	
MIN. STREET FRONTAGE = 70' (LOCAL) / 30' (CUL-DE-SAC)	
MIN. LOT WIDTH AT FRONT SETBACK LINE = 70' (PER BOARD VARIANCE ZA 017-08A)	
MIN. FLOOR AREA OF HOUSE = 1,725 S.F.	
MAX. HEIGHT OF STRUCTURE = 40' (3 STORIES)	

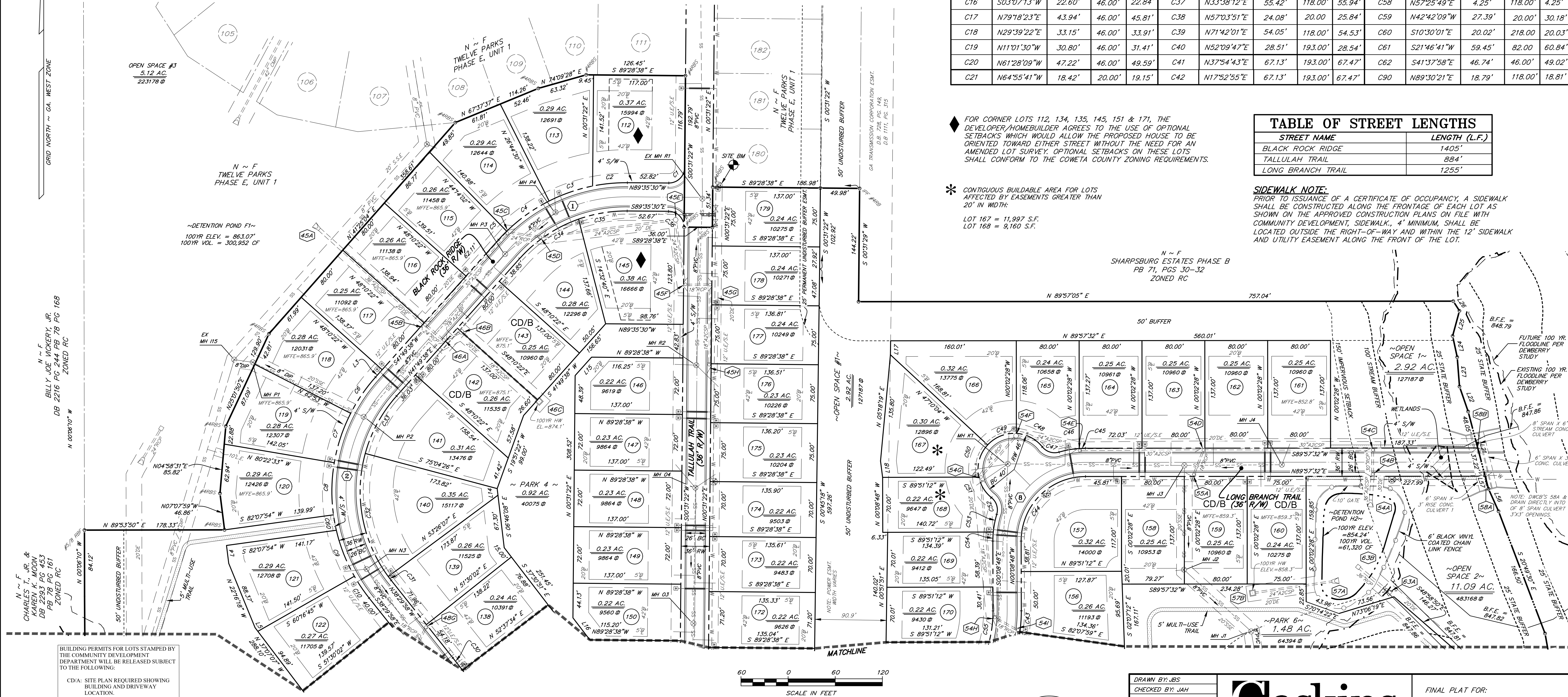
CURVE TABLE					CURVE TABLE					CURVE TABLE				
CURVE #	BEARING	DISTANCE	RADIUS	ARC	CURVE #	BEARING	DISTANCE	RADIUS	ARC	CURVE #	BEARING	DISTANCE	RADIUS	ARC
C1	S45°27'56"W	28.26'	20.00'	31.38'	C22	N37°17'03"W	3.71'	482.00'	3.71'	C43	N03°51'37"E	26.97'	193.00'	26.99'
C2	S84°33'20"W	44.46'	218.00'	44.54'	C23	N34°30'07"W	43.09'	482.00'	43.10'	C44	N44°54'22"E	116.07'	82.00'	128.96'
C3	S70°58'50"W	58.58'	218.00'	58.76'	C24	N13°03'36"E	28.28'	20.00'	31.42'	C45	S88°01'20"W	7.98'	118.00'	7.98'
C4	S54°30'44"W	66.30'	218.00'	66.56'	C25	N52°38'20"E	22.30'	118.00'	22.33'	C46	S79°44'42"W	26.06'	118.00'	26.12'
C5	S43°47'48"W	14.98'	218.00'	14.99'	C26	S50°32'48"W	21.44'	82.00'	21.51'	C47	N72°39'34"W	22.33'	20.00'	23.69'
C6	S34°28'19"W	55.82'	218.00'	55.97'	C27	N76°56'24"W	28.28'	20.00'	31.42'	C48	N62°35'38"W	37.23'	46.00'	38.33'
C7	S18°22'13"W	66.30'	218.00'	66.56'	C28	N32°37'51"W	24.55'	1018.00'	24.55'	C49	S68°11'01"W	39.39'	46.00'	40.71'
C8	S00°52'41"W	66.30'	218.00'	66.56'	C29	N35°20'52"W	71.98'	1018.00'	72.00'	C50	S15°19'34"W	42.49'	46.00'	44.17'
C9	S21°25'35"E	62.90'	218.00'	63.12'	C30	N37°56'12"W	20.00'	1018.00'	20.00'	C51	S31°42'35"E	30.76'	46.00'	31.36'
C10	S34°06'36"E	33.37'	218.00'	33.40'	C31	N37°31'55"W	6.15'	182.00'	6.15'	C52	S17°18'12"E	22.33'	20.00'	23.69'
C11	S36°07'16"E	81.50'	982.00'	81.53'	C32	N10°35'13"W	159.44'	182.00'	165.04'	C53	S11°03'56"W	22.89'	118.00'	22.93'
C12	S32°50'29"E	30.90'	982.00'	30.90'	C33	N28°36'32"E	83.23'	182.00'	83.98'	C54	S02°40'33"W	11.62'	118.00'	11.63'
C13	S33°21'26"E	25.62'	518.00'	25.63'	C34	N56°10'58"E	90.25'	182.00'	91.20'	C55	S07°09'19"W	39.91'	157.00'	40.02'
C14	S36°08'22"E	24.68'	518.00'	24.68'	C35	N80°28'24"E	62.80'	182.00'	63.12'	C56	S35°25'41"W	112.38'	157.00'	114.93'
C15	S10°04'52"E	18.42'	20.00'	19.15'	C36	S44°32'04"E	28.31'	20.00'	31.46'	C57	S75°14'08"W	52.95'	82.00'	53.92'
C16	S03°07'13"W	22.60'	46.00'	22.84'	C37	N33°38'12"E	55.42'	118.00'	55.94'	C58	N57°25'49"E	4.25'	118.00'	4.25'
C17	N79°18'23"E	43.94'	46.00'	45.81'	C38	N57°03'51"E	24.08'	20.00'	25.84'	C59	N42°42'09"W	27.39'	20.00'	30.18'
C18	N29°39'22"E	33.15'	46.00'	33.91'	C39	N71°42'01"E	54.05'	118.00'	54.53'	C60	S10°30'01"E	20.02'	218.00'	20.03'
C19	N11°01'30"W	30.80'	46.00'	31.41'	C40	N52°09'47"E	28.51'	193.00'	28.54'	C61	S21°46'41"W	59.45'	82.00'	60.84'
C20	N61°28'09"W	47.22'	46.00'	49.59'	C41	N37°54'43"E	67.13'	193.00'	67.47'	C62	S41°37'58"E	46.74'	46.00'	49.02'
C21	N64°55'41"W	18.42'	20.00'	19.15'	C42	N17°52'55"E	67.13'	193.00'	67.47'	C90	N89°30'21"E	18.79'	118.00'	18.81'

TABLE OF STREET LENGTHS	
STREET NAME	LENGTH (L.F.)
BLACK ROCK RIDGE	1405'
TALLULAH TRAIL	884'
LONG BRANCH TRAIL	1255'

◆ FOR CORNER LOTS 112, 134, 135, 145, 151 & 171, THE DEVELOPER/HOMEBUILDER AGREES TO THE USE OF OPTIONAL SETBACKS WHICH WOULD ALLOW THE PROPOSED HOUSE TO BE ORIENTED TOWARD EITHER STREET WITHOUT THE NEED FOR AN AMENDED LOT SURVEY. OPTIONAL SETBACKS ON THESE LOTS SHALL CONFORM TO THE COWETA COUNTY ZONING REQUIREMENTS.

* CONTIGUOUS BUILDABLE AREA FOR LOTS AFFECTED BY EASEMENTS GREATER THAN 20' IN WIDTH:
LOT 167 = 11,997 S.F.
LOT 168 = 9,160 S.F.

SIDEWALK NOTE:
PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, A SIDEWALK SHALL BE CONSTRUCTED ALONG THE FRONTAGE OF EACH LOT AS SHOWN ON THE APPROVED CONSTRUCTION PLANS ON FILE WITH COMMUNITY DEVELOPMENT. SIDEWALK, 4' MINIMUM, SHALL BE LOCATED OUTSIDE THE RIGHT-OF-WAY AND WITHIN THE 12' SIDEWALK AND UTILITY EASEMENT ALONG THE FRONT OF THE LOT.



DRAWN BY: JES
CHECKED BY: JAH
FILE: N:LINDSEY COMM.
FIELD DATE: 6/28/22
OFFICE DATE: 11/04/22
SCALE: AS SHOWN



FINAL PLAT FOR:
**TWELVE PARKS PHASE E
UNIT 2**

LOCATED IN L.L. 121 & 152
1st DISTRICT,
COWETA COUNTY, GA.

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 CONFORMED 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.



OWNER/DEVELOPER:
TWELVE PARKS PHASE 5 LLC
140 VILLAGE CIRCLE
SENOIA, GA 30276
CONTACT PERSON: MR. STUART WIGGINS
(770)596-2105

BENCHMARK: TOP OF FH
ELEV. = 879.34'
LOCATED EAST R/W OF TALLULAH TRAIL
AT LOTS 179-180

- 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.

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

GRID NORTH ~ GA. WEST ZONE

BILLY JOE WICKERY, JR.
DB 2216 PG 244 PB 78 PG 168
ZONED RC

CHARLES T. JR. &
KAREN K. MOON
DB 2258 PG 143
PPE PG 161
ZONED RC

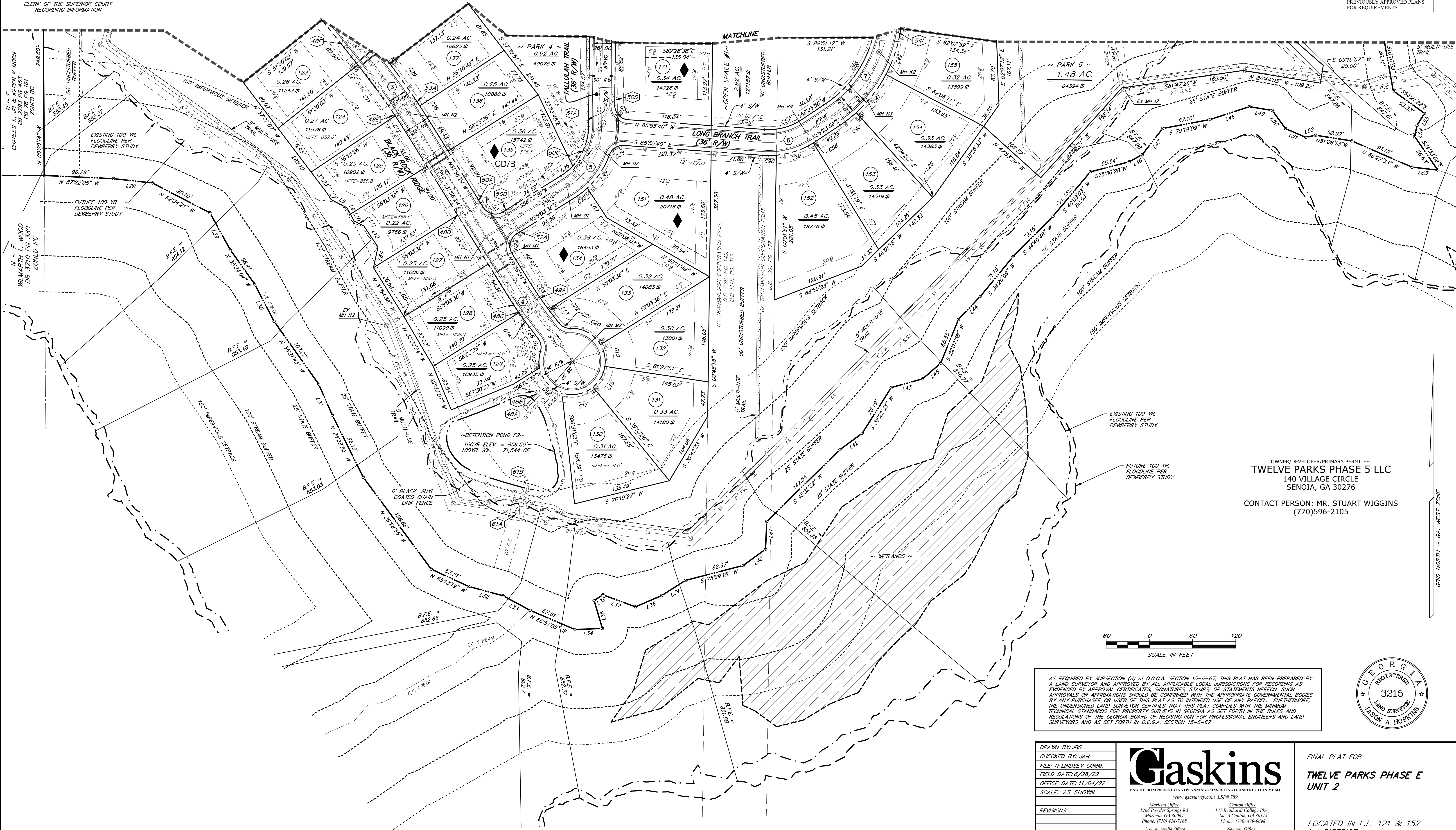
IMPERVIOUS SETBACK NOTE:
150' IMPERVIOUS SETBACK SHOWN ALONG ALL
STREAMS IS TO BE A NO STRUCTURE SETBACK.

SIDEWALK NOTE:
PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, A SIDEWALK
SHALL BE CONSTRUCTED ALONG THE FRONTAGE OF EACH LOT AS
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LOCATED OUTSIDE THE RIGHT-OF-WAY AND WITHIN THE 12' SIDEWALK
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- BUILDING PERMITS FOR LOTS STAMPED BY
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- 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.

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION



OWNER/DEVELOPER/PRIMARY PERMITEE:
TWELVE PARKS PHASE 5 LLC
140 VILLAGE CIRCLE
SENOIA, GA 30276

CONTACT PERSON: MR. STUART WIGGINS
(770)596-2105



AS REQUIRED BY SUBSECTION (c) OF O.G.C.A. SECTION 15-6-67, THIS PLAN HAS BEEN PREPARED BY
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BY ANY PURCHASER OR USER OF THIS PLAN AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE,
THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAN 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.G.C.A. SECTION 15-6-67.



DRAWN BY: JES
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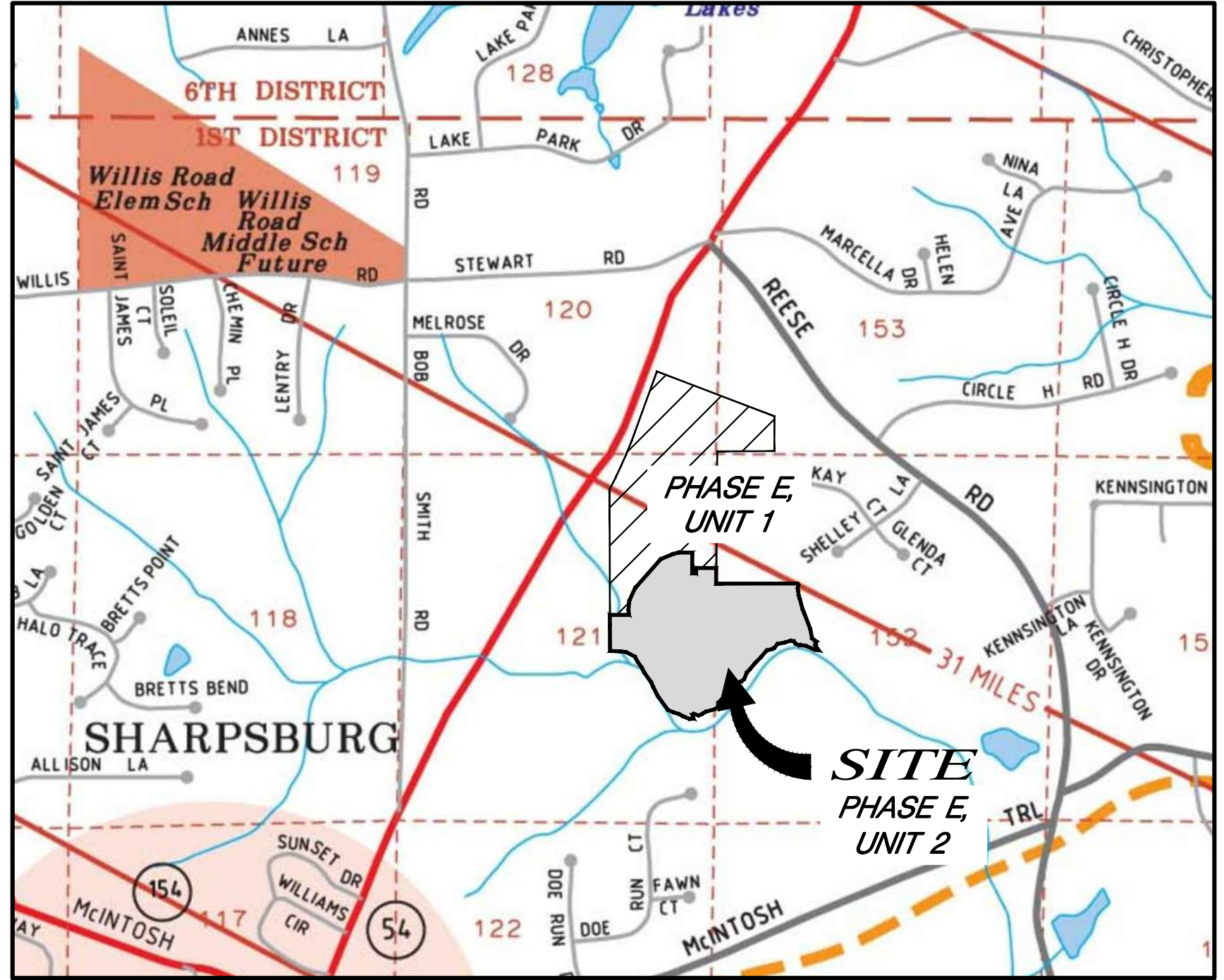
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FINAL PLAT FOR:
**TWELVE PARKS PHASE E
UNIT 2**

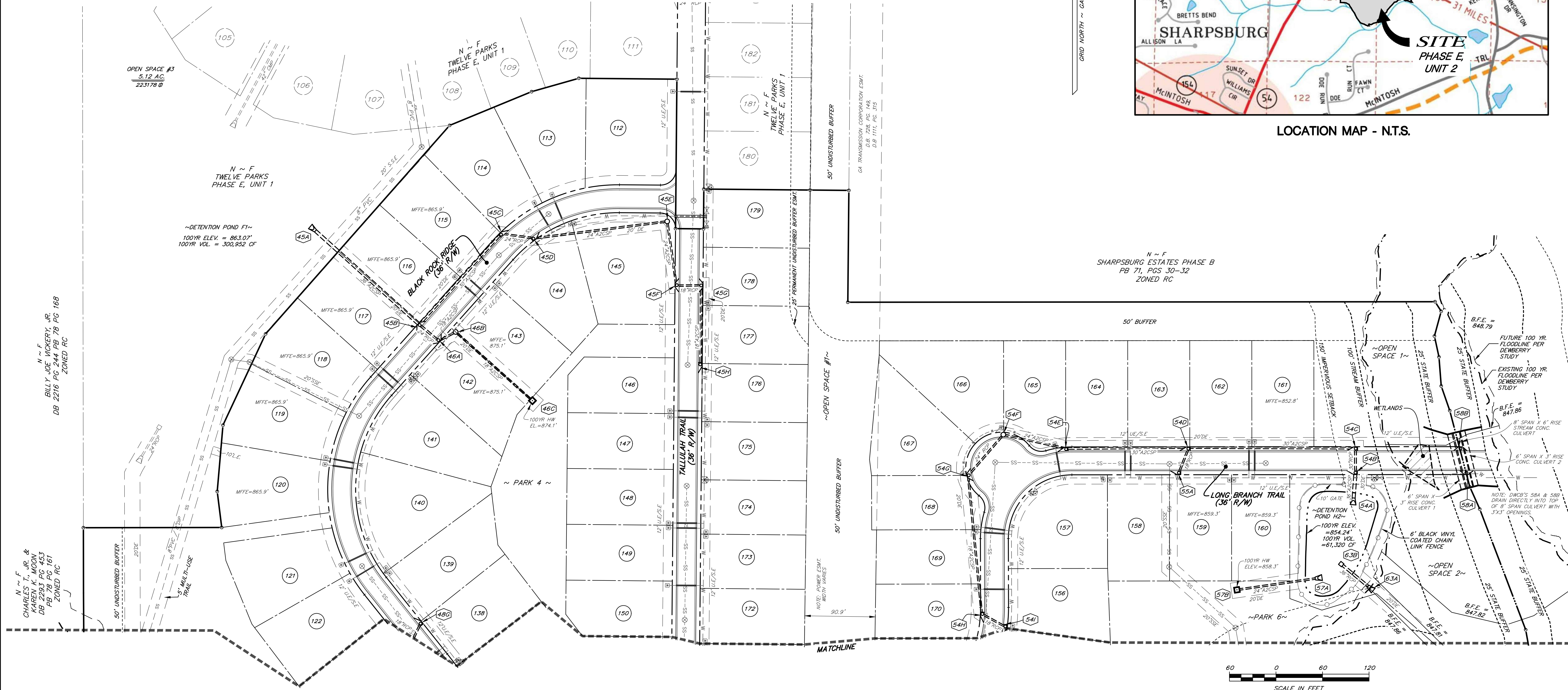
LOCATED IN L.L. 121 & 152
1st DISTRICT,
COWETA COUNTY, GA. SHEET 3 OF 6

STORM DRAIN LEGEND	
HEADWALL	D
FLARED END SECTION	D
DROP INLET	D
SINGLE WING CATCH BASIN	D
DOUBLE WING CATCH BASIN	D
JUNCTION BOX	D
WEIR-SQUARE STRUCTURE	D
WEIR-ROUND STRUCTURE	D
HOODED GRATE INLET	D
EXISTING STORM DRAIN	D
NEW STORM DRAIN	D

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION



LOCATION MAP - N.T.S.



OWNER/DEVELOPER:
TWELVE PARKS PHASE 5 LLC
140 VILLAGE CIRCLE
SENOIA, GA 30276

CONTACT PERSON: MR. STUART WIGGINS
(770)596-2105

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REVISIONS

1. 11/04/22

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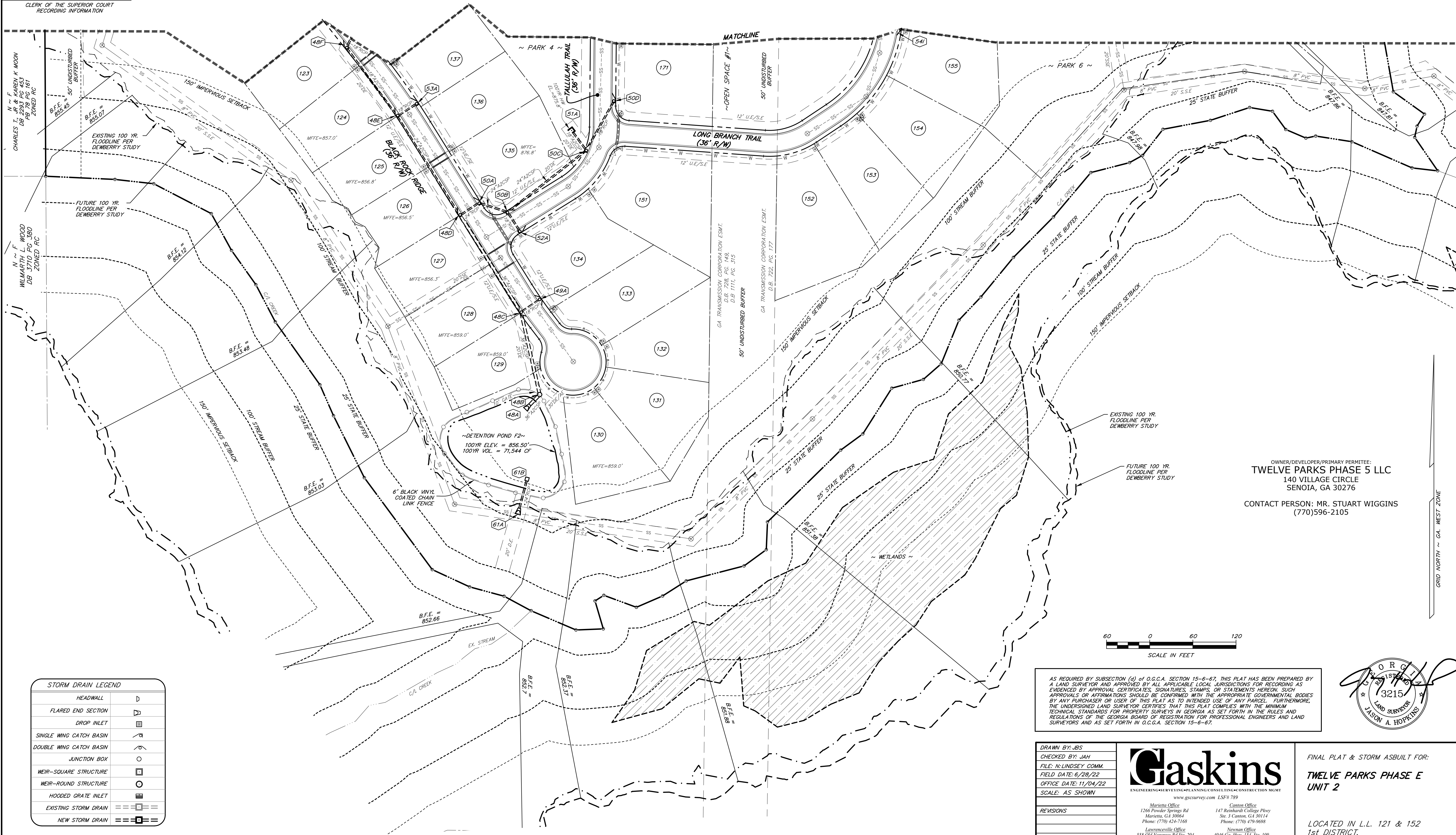
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FINAL PLAT & STORM ASBUILT FOR:
**TWELVE PARKS PHASE E
UNIT 2**

LOCATED IN L.L. 121 & 152
1st DISTRICT,
COWETA COUNTY, GA.

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION



STORM DRAIN LEGEND	
HEADWALL	D
FLARED END SECTION	▽
DROP INLET	■
SINGLE WING CATCH BASIN	⌒
DOUBLE WING CATCH BASIN	⌒
JUNCTION BOX	○
WEIR-SQUARE STRUCTURE	■
WEIR-ROUND STRUCTURE	○
HOODED GRATE INLET	■
EXISTING STORM DRAIN	==■==
NEW STORM DRAIN	==■==

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FINAL PLAT & STORM ASBUILT FOR:
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UNIT 2**

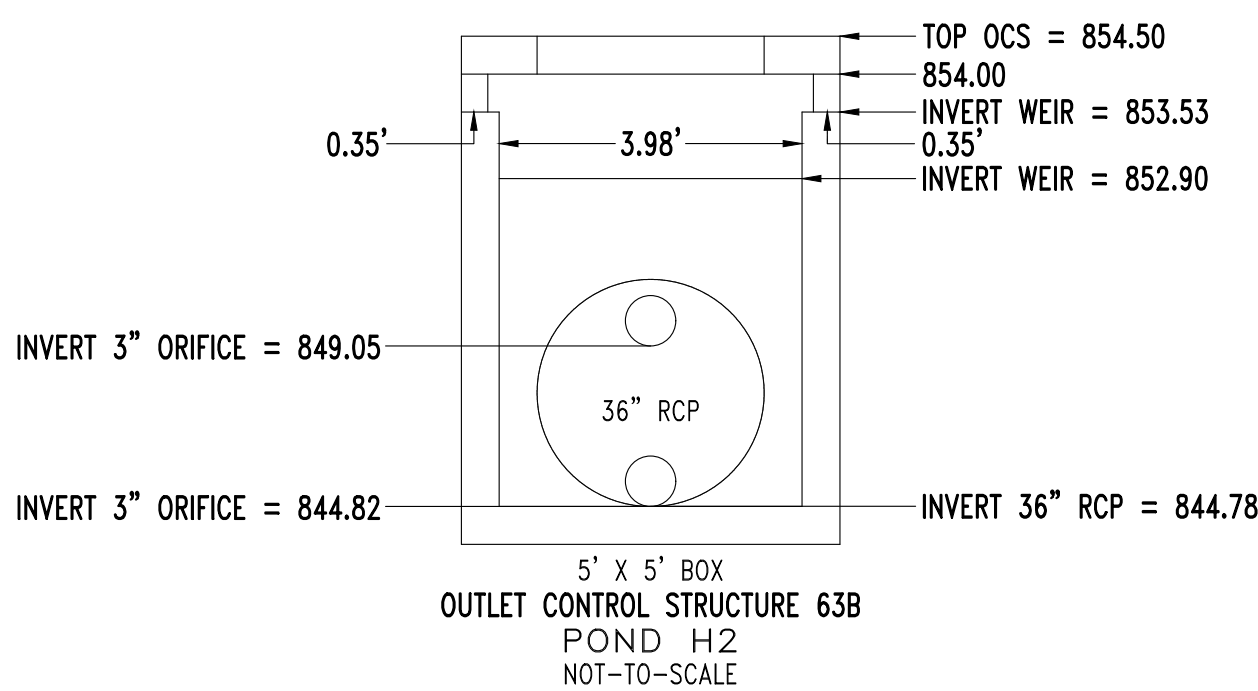
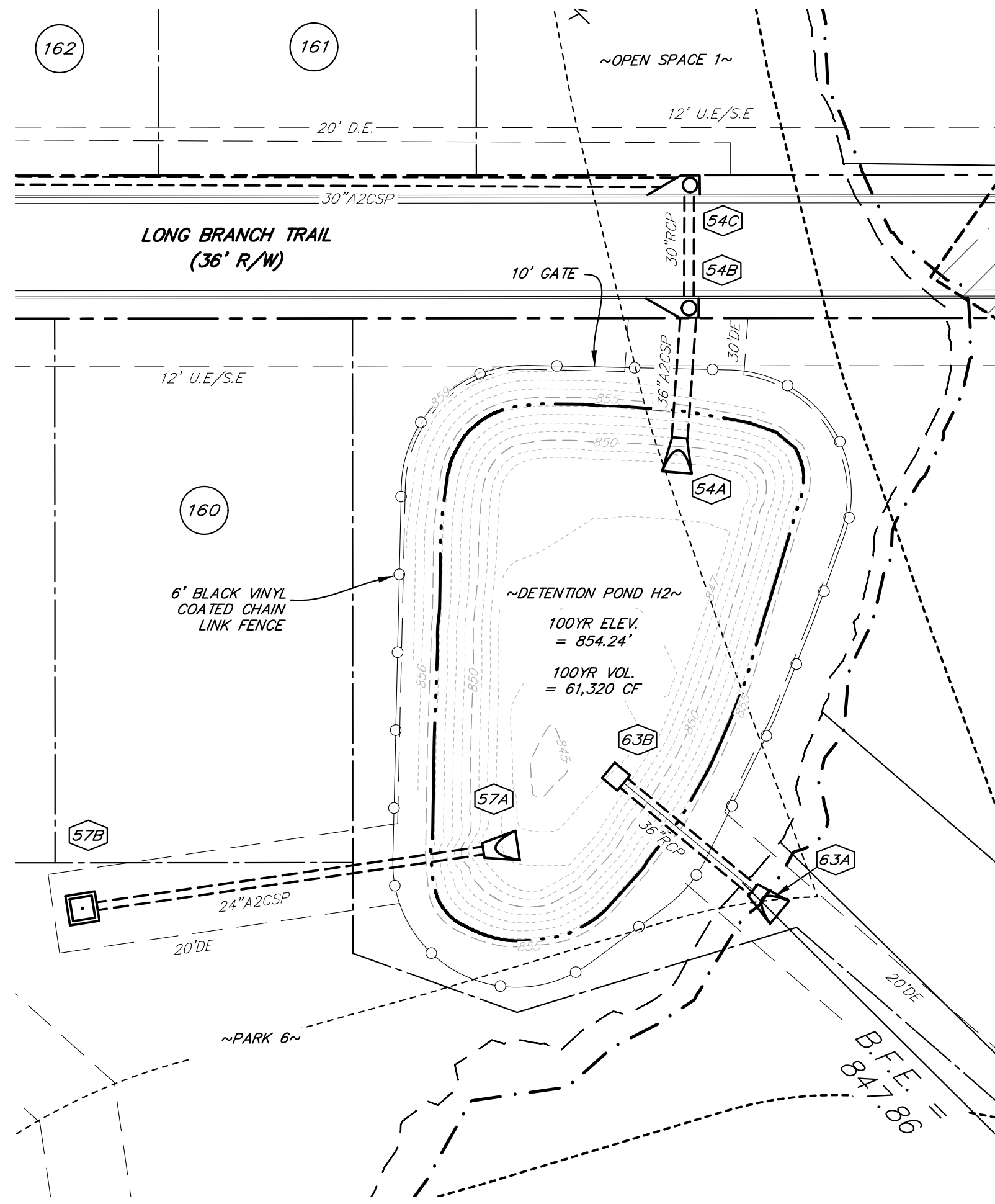
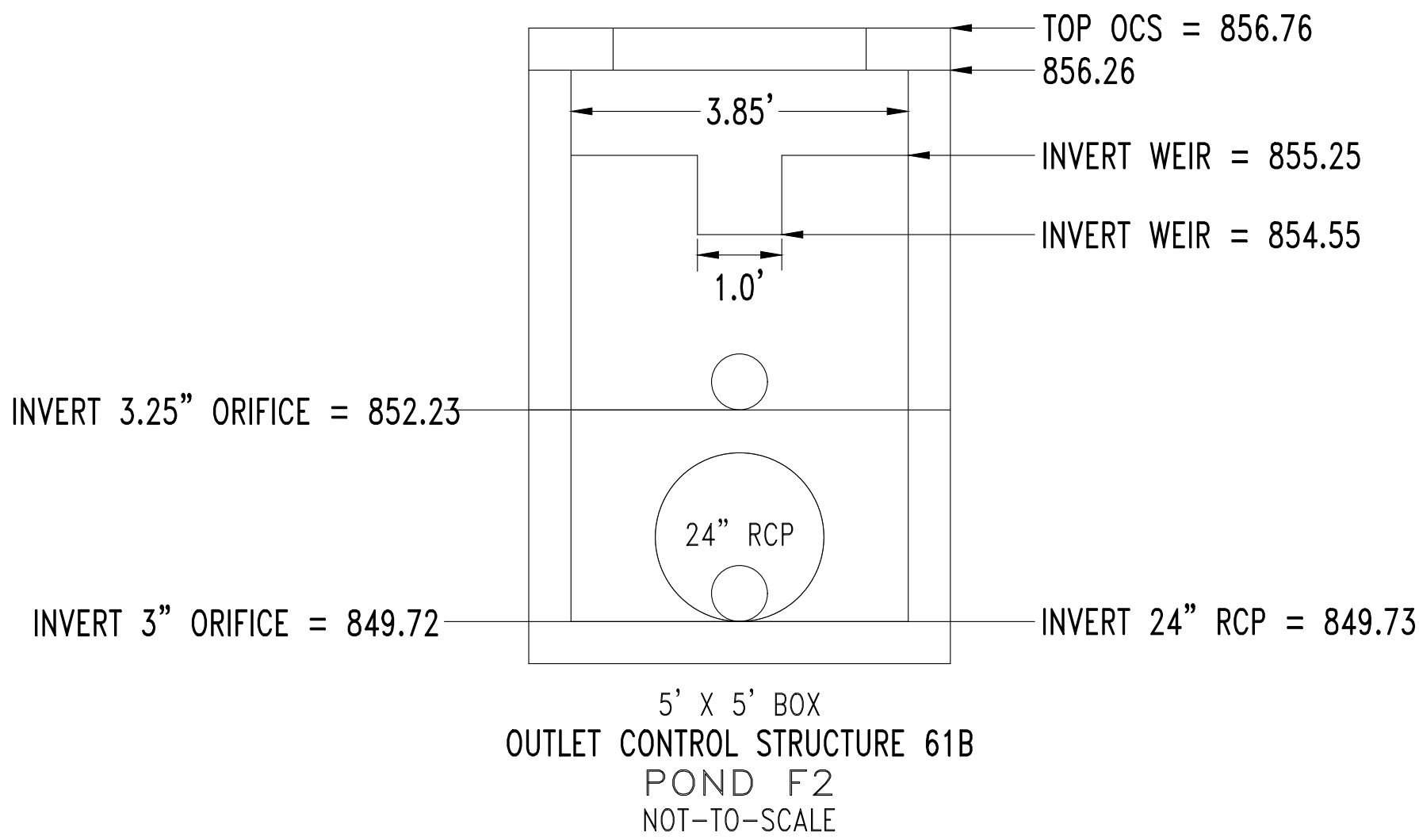
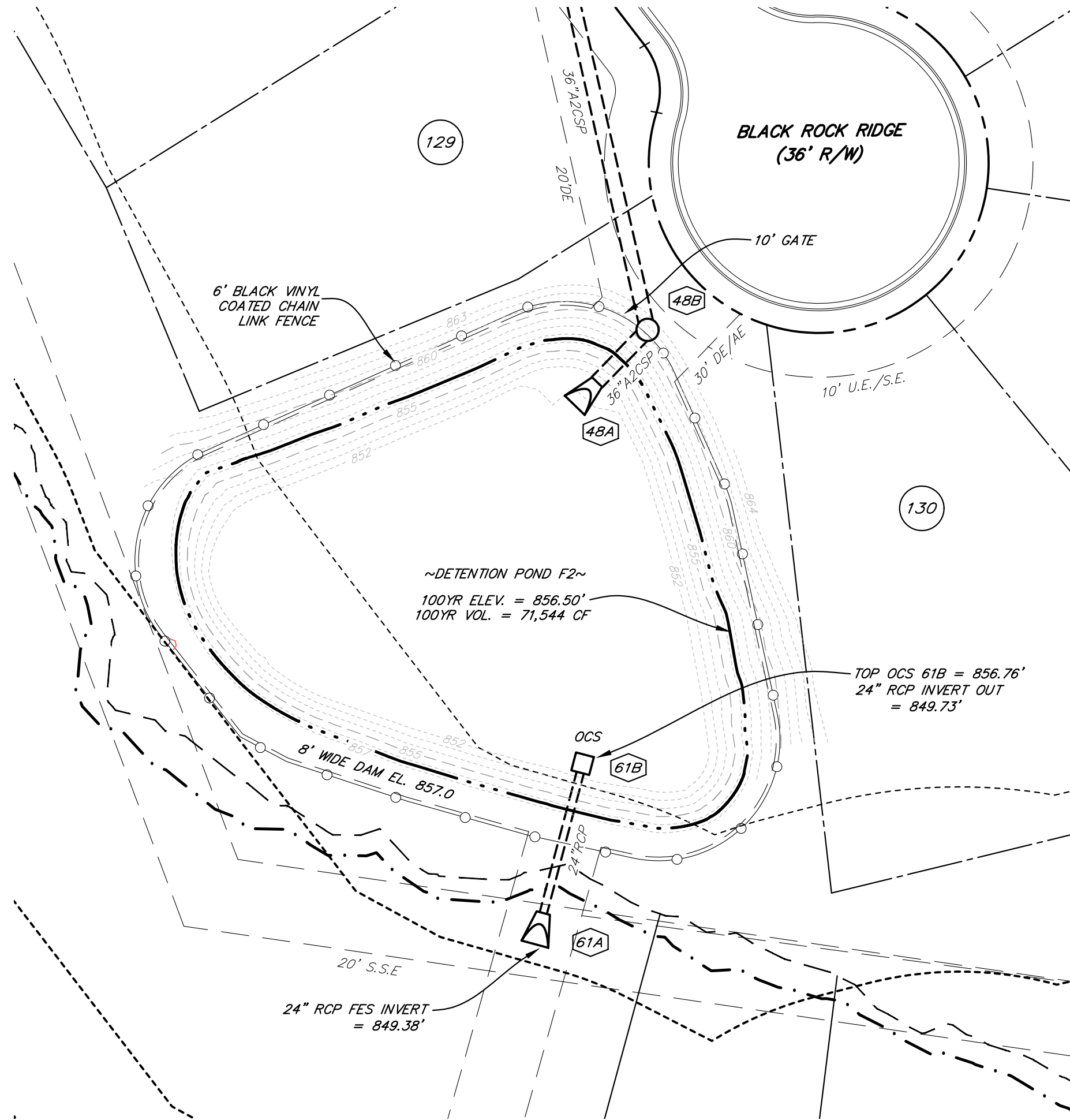
LOCATED IN L.L. 121 & 152
1st DISTRICT,
COWETA COUNTY, GA.

SHEET 5 OF 6



CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

STORM DRAIN PIPE CHART				
STORM STRUCTURE	TOP ELEV.	INV. IN ELEV.	INV. OUT ELEV.	LENGTH / SIZE
FES 45A	863.19	860.19	860.19	180' - 36" A2CSP
DWCB 45B	869.98	862.52	862.06	157' - 30" A2CSP
SWCB 45C	871.88	864.78	864.42	44' - 24" RCP
SWCB 45D	872.46	865.43	865.32	172' - 24" A2CSP
JB 45E	876.6	867.26	867.10	84' - 24" A2CSP
DWCB 45F	875.43	868.73	868.13	32' - 18" RCP
DWCB 45G	875.43	869.23	869.08	102' - 18" A2CSP
SWCB 45H	876.38		870.28	
DWCB 45B	870.11	863.63	862.19	26' - 24" RCP
DWCB 46A	870.06	864.05	863.65	25' - 18" A2CSP
JB 46B	871.28	864.46	864.21	133' - 18" A2CSP
DI 46C	874.69		868.35	
FES 48A	855.08	852.08	852.08	17' - 36" A2CSP
JB 48B	863.33	852.33	852.23	117' - 36" A2CSP
DWCB 48C	863.26	854.53	854.31	156' - 36" A2CSP
SWCB 48D	864.89	856.92	855.93	163' - 24" A2CSP
SWCB 48E	867.3	860.53	860.00	119' - 18" A2CSP
SWCB 48F	868.93	862.58	862.53	36' - 18" RCP
SWCB 48G	869.2		863.50	
DWCB 48C	863.04	855.62	854.14	32' - 18" RCP
DWCB 49A	863.02		857.00	
SWCB 48D	864.89	856.92	855.93	32' - 24" RCP
SWCB 50A	864.76	857.52	857.38	42' - 24" A2CSP
SWCB 50B	865.21	848.47	858.41	139' - 24" A2CSP
SWCB 50C	873.37	866.39	865.97	79' - 18" RCP
SWCB 50D	878.05		871.63	
SWCB 48E	867.3	860.66	860.00	33' - 18" RCP
SWCB 53A	867.18		861.48	
SWCB 50B	865.21	858.86	858.41	32' - 18" RCP
SWCB 52A	865.25		859.35	
SWCB 50C	873.37	866.30	865.97	34' - 18" A2CSP
DI 51A	876.56		870.88	
FES 54A	850.8	847.80	847.80	33' - 36" A2CSP
SWCB 54B	856.4	848.43	848.09	32' - 30" RCP
SWCB 54C	856.34	849.72	849.64	215' - 30" A2CSP
SWCB 54D	864.24	857.84	857.54	159' - 30" A2CSP
SWCB 54E	867.51	859.84	859.84	83' - 24" A2CSP
JB 54F	869.41	861.67	861.43	70' - 24" RCP
DWCB 54G	869.16	862.94	862.69	179' - 18" A2CSP
SWCB 54H	872.55	866.41	866.33	35' - 18" RCP
SWCB 54I	872.71		866.77	
SWCB 54D	864.24	857.80	857.54	36' - 18" RCP
SWCB 55A	864.53		858.30	
FES 57A	848.54	846.54	846.54	102' - 24" A2CSP
DI 57B	858.91		847.57	
FES 61A	851.38	849.38	849.38	39' - 24" RCP
OCS 61B (POND F2)	856.76		849.73	
FES 63A	847.55	844.55	844.55	42' - 36" RCP
OCS 63B (POND H2)	854.5		844.78	



STORM DRAIN LEGEND	
HEADWALL	D
FLARED END SECTION	D
DROP INLET	D
SINGLE WING CATCH BASIN	D
DOUBLE WING CATCH BASIN	D
JUNCTION BOX	O
WEIR-SQUARE STRUCTURE	D
WEIR-ROUND STRUCTURE	O
HOODED GRATE INLET	D
EXISTING STORM DRAIN	==
NEW STORM DRAIN	==

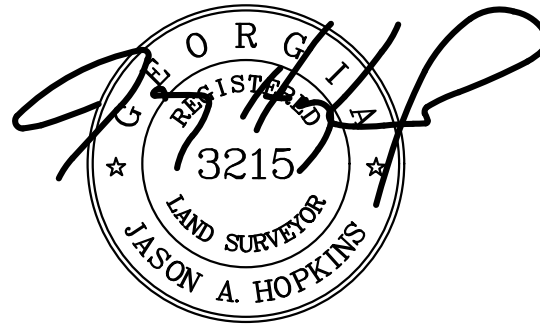
OWNER/DEVELOPER/PRIMARY PERMITEE:
TWELVE PARKS PHASE 5 LLC
140 VILLAGE CIRCLE
SENOIA, GA 30276

CONTACT PERSON: MR. STUART WIGGINS
(770)596-2105

FINAL PLAT & POND ASBUILT FOR:
**TWELVE PARKS PHASE E
UNIT 2**

LOCATED IN L.L. 121 & 152
1st DISTRICT,
COWETA COUNTY, GA.

AS REQUIRED BY SUBSECTION (d) OF O.G.C.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.G.C.A. SECTION 15-6-67.



DRAWN BY: JES
CHECKED BY: JAH
FILE: N:LINDSEY COMM.
FIELD DATE: 6/28/22
OFFICE DATE: 11/04/22
SCALE: AS SHOWN
REVISIONS

Gaskins
ENGINEERING-SURVEYING-PLANNING-CONSULTING-CONSTRUCTION MGMT
www.gcsurvey.com LSP# 789

Marietta Office
1266 Powder Springs Rd
Marietta, GA 30064
Phone: (770) 424-7168

Lawrenceville Office
558 Old Norcross Rd Ste. 204
Lawrenceville, GA 30046
Phone: (770) 299-1083

Canton Office
147 Reinhardt College Pkwy
Ste. 3 Canton, GA 30114
Phone: (770) 479-9698

Newman Office
4046 Ga. Hwy. 154, Ste. 109
Newman, GA 30263
Phone: (770) 424-7168

GRID NORTH ~ GA WEST ZONE

SUBDIVISION STATUS REPORT

Project: Twelve Parks Ph. E Unit 2

Location: SR 54

Street Names and number of lots: Black Rock Ridge, Tallulah Trail (ext),
Long Branch Trail
68 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 BurnhamDate: Oct 2021

2. Soil Density Test (When required)

Approved by: Stacy BurnhamDate: Feb 2022

3. Subgrade

a) Curb and Gutter

Approved by: Stacy BurnhamDate: Dec 2021

b) Roadway

Approved by: Stacy BurnhamDate: Jan 2022

4. Graded Aggregate Base

Approved by: Stacy BurnhamDate: Jan/Feb 2022

5. Pavement (See plans for design)

a) Binder

Approved by: Stacy BurnhamDate: May 2022

b) Topping

Approved by: Bonded

Date: _____

c) Core Samples Binder

Approved by: _____

Date: _____

B. Final Inspection

1. Punch List Complete

Approved by: Stacy BurnhamDate: Nov 20222. Items Requiring Performance Bond: Topping**C. Comments:**



Community Development

To: Coweta County Board of Commissioners

From: Jonathan Amason, Community Development Director

Date: 2/3/2023

RE: Acceptance of Roadway for Property Located in Orchard Hills Business Park - Campus Drive - 2nd District

Issue: Acceptance of Roadway for property located in Orchard Hills Business Park.

Discussion: Orchard Hills Land, LLC submits the attached warranty deed for acceptance by the Board of Commissioners.

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. Campus Drive (5,246.27 LF)

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

- | | |
|---------------------|---------------------------------|
| 1. Maintenance Bond | \$95,044.00 |
| 2. Maintenance Bond | \$12,795.00 (Six (6) year term) |

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 roadway and associated drainage structures and right-of-way into the Coweta County Public Roads System and place the constructed improvements into a three (3) year maintenance period.

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, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Orchard Hills Owners Association, Inc.
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/12/2018** 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 **03/14/2018**.



Brian P. Kemp
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 3/12/2018 1:42:56 PM

BUSINESS INFORMATION

CONTROL NUMBER 18031062
BUSINESS NAME Orchard Hills Owners Association, Inc.
BUSINESS TYPE Domestic Nonprofit Corporation
EFFECTIVE DATE 03/12/2018

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

PRINCIPAL OFFICE ADDRESS

ADDRESS 6255 Barfield Road, Suite 140, Atlanta, GA, 30328, USA

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
David N. Dorough, Jr.	160 Clairemont Avenue, Suite 650, Decatur, GA, 30030, USA

INCORPORATOR(S)

NAME	TITLE	ADDRESS
David N. Dorough, Jr.	INCORPORATOR	160 Clairemont Avenue, Suite 650, Decatur, GA, 30030, USA

MEMBER INFORMATION

The corporation will have members.

OPTIONAL PROVISIONS

I. Purposes and Powers. A. Orchard Hills Owners Association, Inc. ("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, Reservations and Easements for Orchard Hills Industrial Park (hereinafter the "Declaration"), recorded or 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; and 2. to provide an entity for the furtherance of the interests of the Owners in the Community. 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. II. Membership. The Association shall be a membership corporation without certificates or shares of stock. Each record Owner of a Site 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 Site. III. 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. IV.

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. V. 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 be amended, 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.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE David N. Dorough, Jr.

AUTHORIZER TITLE Incorporator



Ownership and Encumbrance Report

First American Issuing Office: First American Title Insurance Company
National Commercial Services
3455 Peachtree Road NE, Suite 1700
Atlanta, Georgia 30326

Prepared for: First American Title Insurance Company
National Commercial Services
1380 17th Street
Denver, CO 80202

First American File No.: NCS 1159175

Parameters of Search:

This examination was limited to the determination of the current owner, open security instruments of record, taxes, and liens/judgments encumbering the property described in Exhibit A attached hereto for reference. No examination was made to reveal easements, agreements, covenants, or any other matters of record except for those noted above.

This examination was limited to a search of the property described in Exhibit A (attached hereto for reference) from January 5, 2015 to December 7, 2022, the current Effective Date for the Coweta County, Georgia Clerk of Superior Court.

Owner of Record:

Fee interest in the land described is **vested in: Orchard Hills Land, LLC, a Georgia limited liability company** by virtue of the following:

Limited Warranty Deed from Woods Hill Newnan LLC, a Georgia limited liability company, dated January 5, 2015, and recorded January 7, 2015 in Deed [Book 4169, Page 518](#), Coweta County, Georgia Records; and

Quitclaim Deed from Woods Hill Newnan LLC, a Georgia limited liability company, dated January 5, 2015, and recorded January 7, 2015 in Deed [Book 4169, Page 522](#), aforesaid records.

Legal Description of the Subject Property:

See Exhibit A.

Attachment: Cert of Title (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)



Ownership and Encumbrance Report

Matters found of Record:

Matters found in the Deed Indices during the search period:

No items found during the search period.

Matters found in the Lien Indices during the search period:

1. Notice of Commencement against Orchard Hills Land LLC in favor of Catamount Constructors, Inc., dated October 26, 2022, and recorded October 26, 2022 in Lien Book 256, Page 207, aforesaid records.

Matters found in the Superior Court Suits docket during the search period

No items found during the search period.

Matters found in the Georgia Centralized UCC Index:

No items found during the search period.

Taxes:

The 2022 State and Coweta County, Georgia taxes were paid in the amount of \$1,370.78 for Tax Map Reference No. 088 2059 001.



Ownership and Encumbrance Report

Note: All of the recording information contained herein refers to the Public Records of Coweta County, Georgia, unless otherwise indicated. Any reference to a Book and Page or Instrument Number is a reference to the Official Records of said county, unless indicated to the contrary.

This Ownership and Encumbrance Report is a search limited to the records of the Clerk of Superior Court for Coweta County, Georgia and to the parameters recited above, from January 5, 2015 to the **current Effective Date of December 7, 2022**. Liability for any incorrect information contained in this Report is limited (1) to the person to whom the Report is directed, and (2) to a maximum of \$150.00. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance.

First American Title Insurance Company

By: William Ogden

Dated: December 20, 2022

Attachment: Cert of Title (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)



Ownership and Encumbrance Report

Exhibit A

Orchard Hills Campus Drive - ROW (2022) Legal Descriptions

Commencing at a point, a concrete right of way marker found monumenting the northeast intersection of right of ways for I-85 & S.R.16 as shown on State right of way plans for project I-85-1(51)41 dated March 1, 1966, thence N 82°42'47" E, 2,038.60 feet to a point, said point being the POINT OF BEGINNING;

thence N 22°23'53" E, 62.51 feet
 thence N 8°25'30" W, 2388.27 feet
 thence along an arc 389.66 feet, having a radius of 545.00 feet the chord of which is N 12°03'28" E, 381.42 feet
 thence N 32°32'25" E, 1689.31 feet
 thence along an arc 618.91 feet, having a radius of 2854.61 feet the chord of which is N 26°19'45" E, 617.69 feet
 thence N 20°07'05" E, 242.82 feet
 thence S 2°04'42" E, 238.23 feet
 thence S 20°07'05" W, 22.24 feet
 thence along an arc 638.42 feet, having a radius of 2944.61 feet the chord of which is S 26°19'45" W, 637.17 feet
 thence S 32°32'25" W, 1689.31 feet
 thence along an arc 325.32 feet, having a radius of 455.00 feet the chord of which is S 12°03'28" W, 318.43 feet
 thence S 8°25'30" E, 2388.29 feet
 thence S 39°30'17" E, 62.98 feet
 thence S 81°35'10" W, 190.00 feet and the POINT OF BEGINNING.

The above described parcel contains 10.90 acres

Attachment: Cert of Title (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)

Please record and return to:
 Coweta County
 Community Development
 22 East Broad St.
 Newnan, Ga. 30263

Tax Parcel Numbers(s): Portion of 088 2059 001

STATE OF GEORGIA)

) ss:

COUNTY OF COWETA)

LIMITED WARRANTY DEED

[Georgia]

THIS INDENTURE, made as of this 21 day of February, 2023, between ORCHARD HILLS LAND, LLC, a Georgia limited liability company (herein, "Grantor"), whose address is PO Box 76550 Sandy Springs GA, and COWETA COUNTY, a political subdivision of the State of Georgia ("Grantee"), whose address is 22 E Broad St. Newnan, GA (herein, "Grantor"; the words "Grantor" and "Grantee" to include its respective heirs, successors and assigns where the context requires or permits);

WITNESSETH That:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged by the parties, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto said Grantee, fee simple title to all that tract or parcel of land lying and being a portion of Land Lot 59, 2nd District in Coweta County, Georgia, being more particularly described on Exhibit A, attached hereto and by this reference made a part hereof (hereinafter, the "Property").

TO HAVE AND TO HOLD said Property, 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 said Grantee, forever, in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the Property unto said Grantee against the claims of all persons and entities whomsoever claiming by, through or under Grantor (but not otherwise) subject to those matters set forth hereinabove.

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed as of the date and year first above written.

GRANTOR:

ORCHARD HILLS LAND, LLC,
a Georgia limited liability company

By: *John T. Bourbonnais*
Name: JOHN T. BOURBONNAIS
Title: MEMBER

Signed, sealed and delivered
this 1 day of Feb
2023 in the presence of:

Matthew
Unofficial Witness

STATE OF Georgia
CITY/COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 1st day of February, 2023, by JOHN BOURBONNAIS who personally appeared before me and who signed the above referenced instrument in my presence, as MEMBER of Orchard Hills Land, LLC, a Georgia limited liability company, on behalf of said limited liability company.

Jennifer Leah Milush
Notary Public

(NOTARY SEAL)

My Commission Expires:
8/24/2024



Attachment: WD RW OHBP Campus Dr (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)

Exhibit A
Orchard Hills
Campus Drive - ROW
(2022) Legal Descriptions

All that tract or parcel of land lying and being in Land Lot 59 of the 2nd Land District, Coweta County, Georgia, and being more particularly described as follows:

Commencing at a point, a concrete right of way marker found monumenting the northeast intersection of right of ways for I-85 & S.R.16 as shown on State right of way plans for project I-85-1(51)41 dated March 1, 1966, thence N 82°42'47" E, 2,038.60 feet to a point, said point being the **POINT OF BEGINNING**;

thence N 22°23'53" E, 62.51 feet
thence N 8°25'30" W, 2388.27 feet
thence along an arc 389.66 feet, having a radius of 545.00 feet the chord of which is N 12°03'28" E, 381.42 feet
thence N 32°32'25" E, 1689.31 feet
thence along an arc 618.91 feet, having a radius of 2854.61 feet the chord of which is N 26°19'45" E, 617.69 feet
thence N 20°07'05" E, 242.82 feet
thence S 2°04'42" E, 238.23 feet
thence S 20°07'05" W, 22.24 feet
thence along an arc 638.42 feet, having a radius of 2944.61 feet the chord of which is S 26°19'45" W, 637.17 feet
thence S 32°32'25" W, 1689.31 feet
thence along an arc 325.32 feet, having a radius of 455.00 feet the chord of which is S 12°03'28" W, 318.43 feet
thence S 8°25'30" E, 2388.29 feet
thence S 39°30'17" E, 62.98 feet
thence S 81°35'10" W, 190.00 feet and the POINT OF BEGINNING.

The above-described parcel contains 10.90 acres

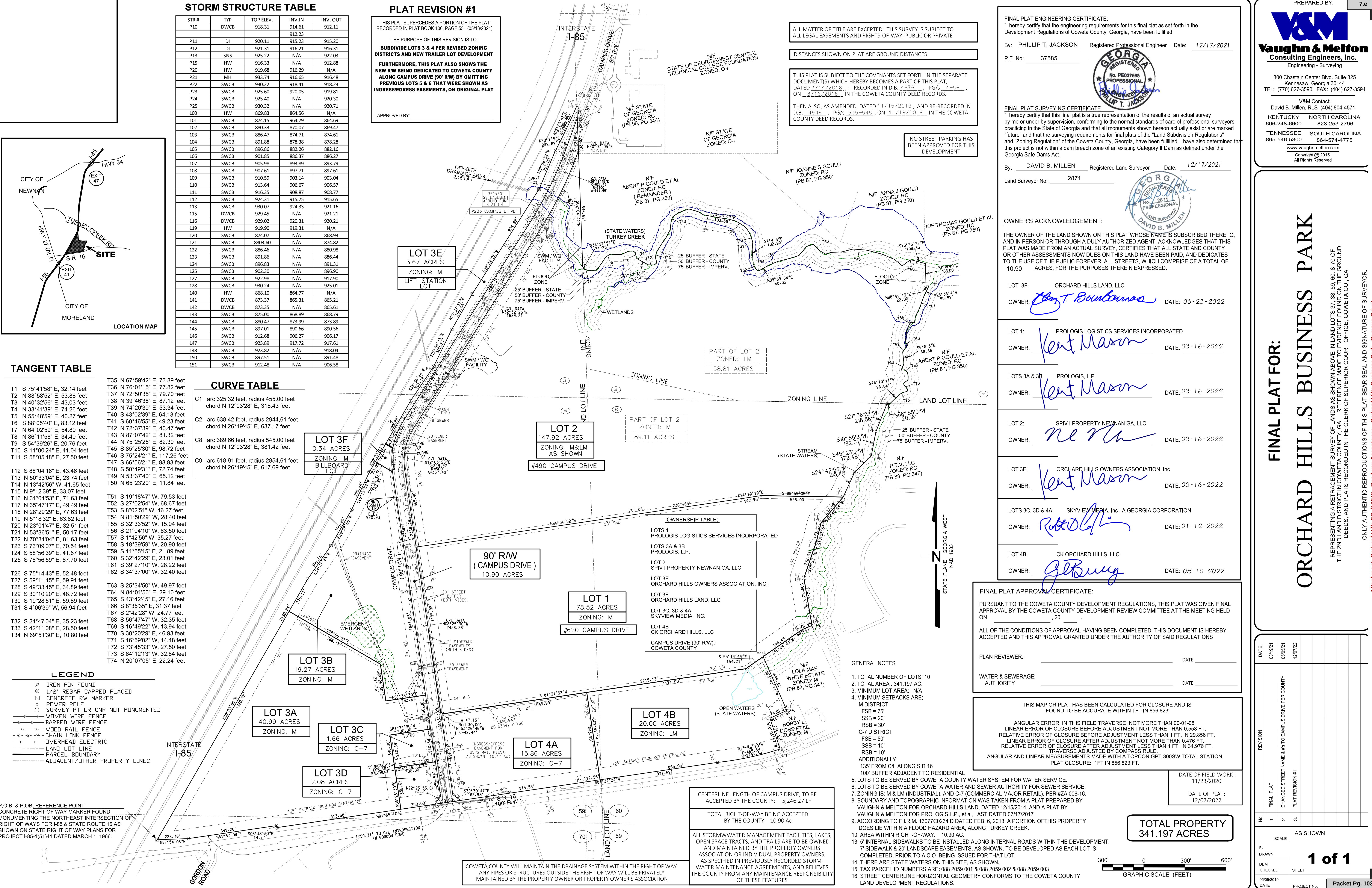
Attachment: WD RW OHBP Campus Dr (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Orchard Hills Land, LLC				Exempt Code If no exempt code enter NONE	Deed of Gift
MAILING ADDRESS (STREET & NUMBER) 6255 Barfield Rd. Ste. 140				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30328 USA		DATE OF SALE 2/21/2023		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
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Coweta County, Georgia				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 East Broad St.				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 () Residential () Commercial () Agricultural (x) 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 Campus Drive			SUITE NUMBER
COUNTY COWETA		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 088-2059-001	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 2	ACRES	LAND LOT 59	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 (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)



SUBDIVISION STATUS REPORT

Project: Orchard Hill Business Park

Location: SR 16

Street Names and number of lots: Campus Drive
10 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 BurnhamDate: Jan - Oct 2020

2. Soil Density Test (When required)

Approved by: Stacy BurnhamDate: Dec 2020

3. Subgrade

a) Curb and Gutter

Approved by: Stacy BurnhamDate: Nov 2020

b) Roadway

Approved by: Stacy BurnhamDate: Dec 2020

4. Graded Aggregate Base

Approved by: Stacy BurnhamDate: Dec 2020

5. Pavement (See plans for design)

a) Binder

Approved by: Stacy BurnhamDate: Feb 2021

b) Topping

Approved by: Stacy BurnhamDate: Apr 2021

c) Core Samples

Approved by: Dane BeatenboughDate: APR 2021**B. Final Inspection**

1. Punch List Complete

Approved by: Stacy BurnhamDate: Nov 20222. Items Requiring Performance Bond: Side walks**C. Comments:**



Community Development

To: Coweta County Board of Commissioners

From: Jonathan Amason, Community Development Director

Date: 2/3/2023

RE: Acceptance of Roadways and a Deed of Open Space Restriction for Property Located in Oak Hill Reserve - 4th District

Issue: Acceptance of Roadways and Deed of Open Space Restriction for property located in Oak Hill Reserve

Discussion: KH Oak Hill LLC submits the attached deed of open space restriction for acceptance by the Board of Commissioners.

The deed reflects 5.159± acres total, being shown as Open Space #1 0.069± acres, Open Space #2 0.200± acres, Open Space #3 0.735± acres and Open Space #4 4.155± acres per the final plat of Oak Hill Reserve.

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. Oak Hill Court (extension 443 LF)
2. Oakside Drive (496 LF)
3. Birchfield Court (836 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 | \$29,002.50 |
|---------------------|-------------|

The developer has posted a performance bond for the incomplete asphalt topping.

1. Asphalt Topping Performance Bond \$95,637.50

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 accept Oak Hill Court (extension 443 LF), Oakside Drive (496 LF), Birchfield Court (836 LF), associated drainage structures and right-of-way located in Oak Hill Reserve into the Coweta County Public Roads System and place the constructed improvements into a three (3) year maintenance period.

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

Oak Hill Reserve Community Association, Inc.
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/30/2022** 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 **04/06/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 3/30/2022 9:33:35 AM

BUSINESS INFORMATION

CONTROL NUMBER 22076751
BUSINESS NAME Oak Hill Reserve Community Association, Inc.
BUSINESS TYPE Domestic Nonprofit Corporation
EFFECTIVE DATE 03/30/2022

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

PRINCIPAL OFFICE ADDRESS

ADDRESS 105 NE 1st St., Delray Beach, FL, 33444, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
NowackHoward, LLC.	3500 Lenox Road, Suite 1650, Atlanta, GA, 30326, USA	Fulton

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Rebecca Drube	INCORPORATOR	3500 Lenox Road, Suite 1650, Atlanta, GA, 30326, USA

MEMBER INFORMATION

The corporation will not have members.

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Rebecca Drube
AUTHORIZER TITLE Incorporator

Attachment: Art of Inc HOA Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

NAME RESERVATION CONFIRMATION

Entity Name: Oak Hill Reserve Community Association,

Effective Date: 03/18/2022

Name Reservation Number: 22712654

Filer Name: Michelle Westmoreland

Filer Address: One Alliance Center, 3500 Lenox Road, Suite 1650, Atlanta, GA, 30326, USA.

Amount Paid: \$275.00

Approved by: Linneth Souza

The above name has been reserved. To use the name reservation number when filing entity formation documents, use the exact entity name as it appears on this confirmation receipt.

Name reservations are valid for 30 days.



Brad Raffensperger

Brad Raffensperger
Secretary of State

**THE ABRAM LAW GROUP, LLC
ATTORNEYS AT LAW**

CERTIFICATE OF TITLE

Property of

KH OAK HILL LLC
a Florida limited liability company

Made for

COWETA COUNTY, GEORGIA

and its successors and assigns

CAPTION:

ALL THAT TRACT or parcel of land lying and being in Land Lot 5 of the 6th District, Coweta County, Georgia, and being those certain named right-of-ways designated as Oak Hill Court, Oakside Drive and Birchfield Court per that certain Final Subdivision Plat for Oak Hill Reserve, recorded in Plat Book _____, Page _____, Coweta County Superior Court Records, said plat by this reference being incorporated herein and made a part hereof for a more complete legal description.

THE ABRAM LAW GROUP, LLC

ATTORNEYS AT LAW

ATTORNEY'S OPINION AND PRELIMINARY CERTIFICATE OF TITLE

WE HEREBY CERTIFY that we have carefully examined the public records of Coweta County, Georgia, as they relate to the title to the real estate described in the Caption, and find, according to said records as officially and correctly indexed, that effective through December 4, 2022, said title is vested in FEE SIMPLE in **KH Oak Hill, LLC, a Florida limited liability company** and that said title is in good and merchantable condition and free from all objections, liens, charges, and encumbrances, EXCEPT the following:

1. The standard exceptions a through h inclusive set forth below:
 - a. Matters affecting the title which are not of record, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner.
 - b. The exact location of boundary lines, unrecorded easements, possible encroachments and other facts or conditions which would be disclosed by an accurate survey and inspection of the property and such state of facts as would be disclosed from a competent civil engineer's accurate survey of said property.
 - c. Possible liens of architects, laborers and materialmen for improvement of the property, not filed for record at the date of this certificate.
 - d. Rights, if any, of persons who may be in possession under claims not appearing of record.
 - e. All zoning laws, ordinances or regulations municipal or county, and all Governmental regulations of the use and occupancy of premises described including the regulations or condemnation of the land or any building or structure thereof.
 - f. Any consumer protection, "truth-in-lending" or similar laws.
 - g. No certification is provided as to the presence or absence of any hazardous waste on or within the property, nor is certification provided as to whether a violation exists regarding hazardous waste under any and all Federal and State environmental protection laws, rules or regulations.
 - h. Subdivision restrictive covenants and matters revealed therein inclusive of any Homeowners association dues or like charges or easements reflected therein as may affect the subject property.
2. All matters affecting subject property as shown on the Final Subdivision Plat for Oak Hill Reserve, recorded in Plat Book _____, Pages _____, et. seq., Coweta County Records.
3. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable (parcel # 109-6005-032).

4. All matters as shown on those certain plats recorded in aforesaid records as follows:
 - (i) Plat Book 98, Page 123;
 - (ii) Plat Book 90, Page 30-31;
 - (iii) Plat Book 56, Page 62;
 - (iv) Plat Book 16, Page 217.
5. Stormwater Management Facility Maintenance Agreement dated December 23, 2008 with Coweta County as recorded in Deed Book 3428, Page 727, aforesaid records.
6. Temporary Construction Easement as recorded in Deed Book 4985, Page 213, aforesaid records.
7. Memorandum of Agreement between Oak Hill Professional Park, Inc. and Kolter Group Acquisitions LLC, dated August 30, 2021 and recorded at Deed Book 5404, Page 553, aforesaid records.
8. Development and Cost Sharing Agreement and Grant of Easements as recorded in Deed Book 5511, Page 176, aforesaid records.
9. The following matters shown on that certain Survey prepared by Rochester & Associated dated December 28, 2021:
 - 14.3' fence encroachment from adjacent property into SW corner of Lot 12 (lies within drainage easement to Coweta County).
 - Ditch located along the Northern boundary line of subject property.
 - Ongoing Construction Area located in Northeastern corner of subject property and any matters contained therein.
 - 18" Corrugated Metal Pipe originating off of Oak Hill Court.
10. Right of Way Deed as recorded in Deed Book 3439, Page 43, Coweta County, aforesaid records.
11. Declaration of Covenants, Conditions, and Restrictions for Oak Hill Reserve by KH Oak Hill, LLC, a Florida limited liability company, dated 03/15/2022, filed 03/18/2022, and recorded in Deed Book 5536, Page 326, aforesaid records, and as may be amended, supplemented and assigned from time to time; and Collateral Assignment of Declarant Rights by KH Oak Hill, LLC, a Florida limited liability company, for the benefit of Regions Bank, its successors and/or assigns to Oak Hill Reserve Community Association, Inc. a Georgia nonprofit corporation, dated 06/29/2022, filed 07/06/2022, and recorded in Deed Book 5591, Page 410, aforesaid records.

In addition to the above we hereby certify that Andrew Hitch, acting alone, as Authorized Signatory of KH Oak Hill LLC, is duly authorized to execute the Warranty Deed and bind KH Oak Hill LLC.

THE ABRAM LAW GROUP, LLC

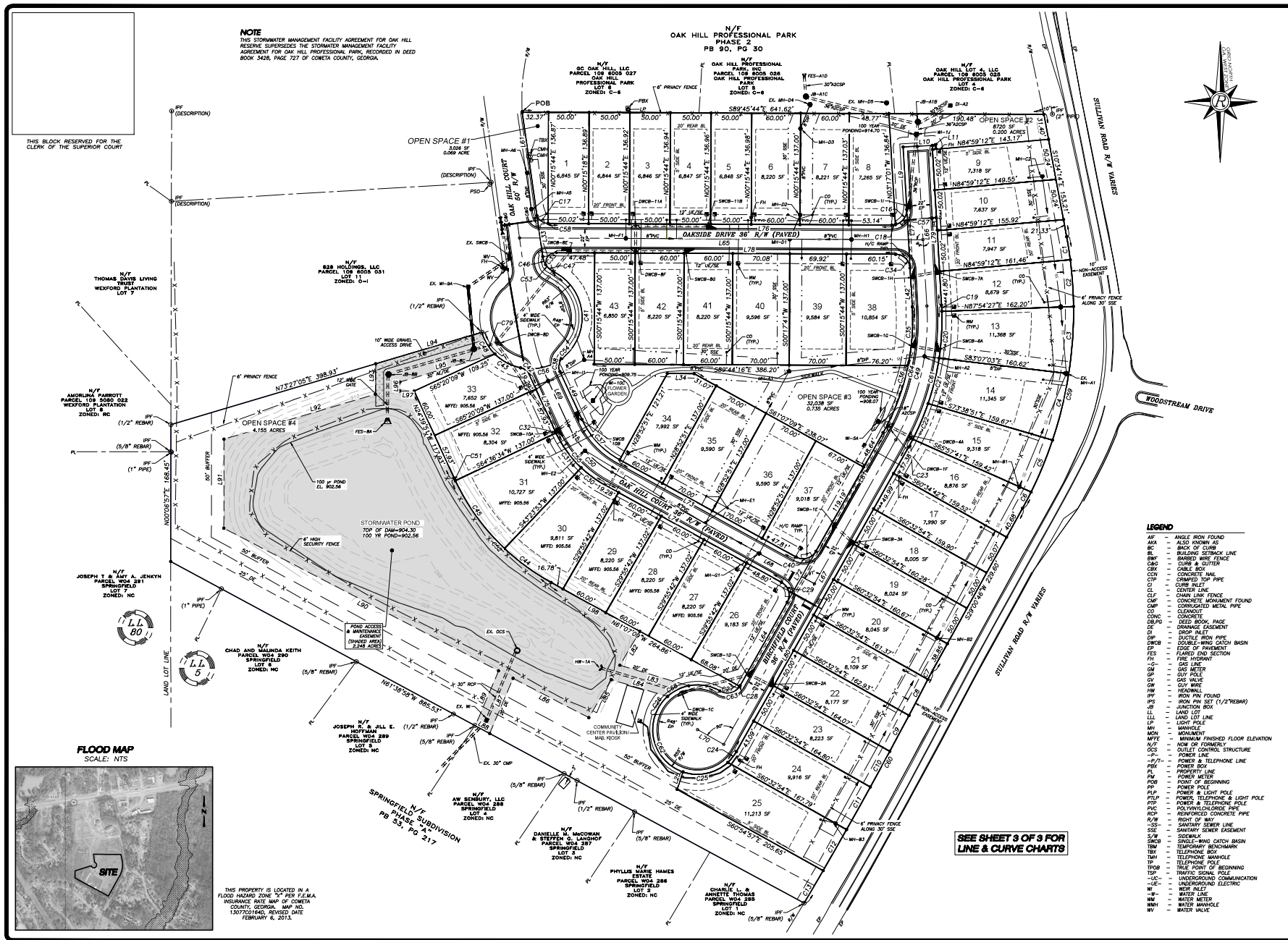
Dated: December 27, 2022

By: _____

Alex L. Orlansky

ROCHESTER\OAKHILLRESERVEPhase2\CertificateofTitle

Attachment: Cert of Title Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)



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 ____ day of _____, 20____, by and between **OAK HILL RESERVE COMMUNITY ASSOCIATION, INC., a Georgia non-profit corporation**, their representatives, beneficiaries, successors, and assigns, having an address at 105 NE 1st Street, Delray Beach, FL 33444 ("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 sole owner in fee simple of certain real property in Coweta County, Georgia identified as "Open Space" for Oak Hill Reserve 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 Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

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 conservation 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 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.

2. 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.

3. 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;
- 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 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.

(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 Subdivision Plat of Oak Hill Reserve 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 subdivision plat of Oak Hill Reserve 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 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.

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.

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 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: Oak Hill Reserve Community Association, Inc.
Attention: Andrew Hitch
105 NE 1st Street
Delray Beach, FL 33444

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 delivery 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 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 "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, Andrew Hitch as Declarant signing on behalf

of Oak Hill Reserve Community Association, Inc., a Georgia non-profit corporation represents and warrants that he has the requisite authority to bind the entity on whose behalf he is signing.

27. List of Attached Exhibits.

Exhibit A: A legal description of the Property.
 Exhibit B: 246.4 Open Space, 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.

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

Entered into this 25th day of January, 2023.

Signed, sealed and delivered
in the presence of:

CL All BL
Unofficial Witness

GRANTOR:

Oak Hill Reserve Community Association, Inc.

By: Andrew Hitch (SEAL)

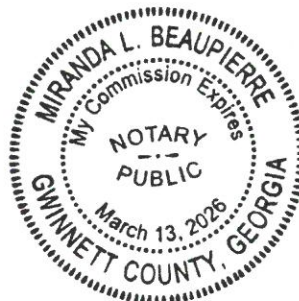
Name: Andrew Hitch

Title: Declarant

Miranda L. Beaupierre

Notary Public

My Commission Expires: March 13, 2026



Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

GRANTEE:

COWETA COUNTY GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6TH DISTRICT OF COWETA COUNTY, GEORGIA being shown as:

"OPEN SPACE #1, OPEN SPACE #2, OPEN SPACE #3 and OPEN SPACE #4", AS PER THE FINAL SUBDIVISION PLAT OF OAK HILL RESERVE SUBDIVISION RECORDED IN PLAT BOOK ____, PAGE ____, COWETA COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPORATED HERE AND MADE A PART HEREOF.

Attachment: Deed OS Rest Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

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.

246.4.2. *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.
 - 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 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:
 - 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.

246.4.3. 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:
 - (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.

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

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 Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

PT-61 (Rev. 2/18)

To be filed in **COWETA COUNTY**

PT-61 038-2023-000309

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME KH Oak Hill LLC				Exempt Code If no exempt code enter NONE	Govt/NonProfit Public Corp
MAILING ADDRESS (STREET & NUMBER) 1015 NE 1st Street				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Delray Beach, FL 33444 USA		DATE OF SALE 1/26/2023		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 Oak Hill Reserve Community 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) 105 NE 1st Street				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Delray Beach, FL 33444 USA		Check Buyers Intended Use () 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 portion of 109-6005-032	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 6th	ACRES 5.159	LAND LOT 5	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 HOA OS (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

PT-61 (Rev. 2/18)

To be filed in COWETA COUNTY

PT-61 038-2023-000311

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME KH Oak Hill LLC				Exempt Code If no exempt code enter NONE	Govt/NonProfit Public Corp
MAILING ADDRESS (STREET & NUMBER) 105 1st Sgreet				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Delray Beach, FL 33444 USA		DATE OF SALE 1/26/2023		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, State of Georgia				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 72 Greenville 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 () 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 Portion of 109-6005-032	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 6th	ACRES	LAND LOT 5	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 RW Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

The Abram Law Group, LLC
 1200 Ashwood Parkway, Suite 560
 Atlanta, GA 30338
 22-0488

QUIT-CLAIM DEED OF PARTIAL RELEASE

STATE OF GEORGIA
 COUNTY OF FAYETTE

THIS INDENTURE, made the 26 day of January, in the year two thousand and twenty three between

REGIONS BANK

as party or parties of the first part, hereinafter called Grantor, and

KH OAK HILL LLC, a Florida limited liability company

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 AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit-claim to Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in the following described real property, to-wit:

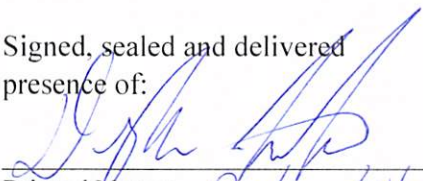
ALL THAT TRACT or parcel of land lying and being in Land Lot 5 of the 6th District, Coweta County, Georgia, and being: (i) those certain Right-of-Ways shown as Oak Hill Court, Oakside Drive and Birchfield Court; and (ii) Open Space #1 consisting of 0.069 acres; Open Space #2 consisting of 0.200 acres; Open Space #3 consisting of 0.735 acres and Open Space #4 consisting of 4.155 acres, all as more particularly described on the Final Subdivision Plat for Oak Hill Reserve, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein for a complete legal description.

This deed is given to release any interest Grantor herein may have to the above referenced property pursuant to that certain Deed to Secure Debt, Security Agreement, Assignment of Leases and Rents and Fixture Filing, in favor of Regions Bank dated 06/29/2022, recorded in **Deed Book 5591, Page 381**, et. seq., Coweta County Records, as modified by Amendment to Deed to Secure Debt, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated 11/14/2022, recorded in **Deed Book 5611, Page 873**, aforesaid records.

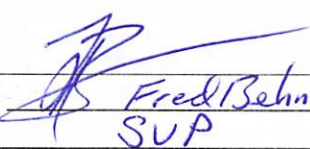
TO HAVE AND TO HOLD the said described premises unto the Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

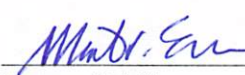
Signed, sealed and delivered in the Regions Bank
presence of:


Printed Name: Dylan Wtze

Witness

BY:  (SEAL)

Printed Name: Fred Behnke
Printed Title: SUP


Notary Public

My commission expires:

[Notary Seal]



MARTHA V. EVANS
Commission # HH 019880
Expires July 23, 2024
Bonded Thru Budget Notary Services

ROCHESTER\OAKHILLRESERVE\ROW\QCD.REGIONs

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 5 of the 6th land district, Coweta County, Georgia and being more particularly described as follows:

RIGHT-OF-WAYS: **OAK HILL COURT**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 08°05'16" EAST, A DISTANCE OF 179.51 FEET TO A POINT; THENCE 24.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 35°46'07" EAST, 23.23 FEET TO A POINT; THENCE 127.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 05°22'35" EAST, 106.95 FEET TO A POINT ON THE NORTHEASTERN RIGHT-OF-WAY OF SAID OAK HILL COURT AND THE **TRUE POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 17.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°30'37" WEST, 16.42 FEET TO A POINT; THENCE SOUTH 24°39'51" EAST, A DISTANCE OF 64.94 FEET TO A POINT; THENCE 68.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 107.00 FEET AND A CHORD BEARING AND DISTANCE SOUTH 42°53'30" EAST, 66.94 FEET TO A POINT; THENCE SOUTH 61°07'09" EAST, A DISTANCE OF 247.81 FEET TO A POINT; THENCE 28.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 74°09'58" EAST, 25.33 FEET TO A POINT ON THE NORTHWESTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 29°27'03" WEST, A DISTANCE OF 72.00 FEET TO A POINT ON THE SOUTHWESTERN RIGHT-OF-WAY OF SAID OAK HILL COURT; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 28.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 15°50'02" WEST, 25.58 FEET TO A POINT; THENCE NORTH 61°07'09" WEST, A DISTANCE OF 248.08 FEET TO A POINT; THENCE 90.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 143.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 42°54'11" WEST, 89.40 FEET TO A POINT; THENCE NORTH 24°39'51" WEST, A DISTANCE OF 77.22 FEET TO A POINT; THENCE 14.13 FEET ALONG

THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.55 AND A CHORD BEARING AND DISTANCE OF NORTH 51°22'20" WEST, 13.65 FEET TO A POINT; THENCE 53.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77°11'32" EAST, 52.23 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 0.356 ACRE OR 15,494 SQUARE FEET.

OAKSIDE DRIVE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 08°05'16" EAST, A DISTANCE OF 128.84 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF OAKSIDE DRIVE (36' R/W) AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID RIGHT-OF-WAY, 17.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55°44'08" EAST, 16.78 FEET TO A POINT; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 422.89 FEET TO A POINT; THENCE 29.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 43°29'21" EAST, 26.23 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 03°17'01" EAST, A DISTANCE OF 72.14 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE SOUTHERN RIGHT-OF-WAY OF SAID OAKSIDE DRIVE, 27.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 46°30'39" WEST, 24.66 FEET TO A POINT; THENCE NORTH 89°44'16" WEST, A DISTANCE OF 417.63 TO A POINT; THENCE 22.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 12.18 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 39°00'18" WEST, 19.48 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF SAID OAK HILL COURT; THENCE ALONG SAID RIGHT-OF-WAY, 11.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 AND A CHORD BEARING AND DISTANCE OF NORTH 21°02'45" WEST, 11.22 FEET TO A POINT; THENCE NORTH 08°05'16" WEST, A DISTANCE OF 50.67 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 0.380 ACRE OR 16,553 SQUARE FEET.

BIRCHFIELD COURT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 08°05'16" EAST, A DISTANCE OF 128.84 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF OAKSIDE DRIVE (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY, 17.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55°44'08" EAST, 16.78 FEET TO A POINT; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 423.14 FEET TO A POINT; THENCE 29.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 43°29'21" EAST, 26.23 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W) AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 03°17'01" WEST, A DISTANCE OF 77.06 FEET TO A POINT; THENCE NORTH 86°42'59" EAST, A DISTANCE OF 36.00 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF SAID BIRCHFIELD COURT; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 03°17'01" EAST, A DISTANCE OF 197.00 FEET TO A POINT; THENCE 181.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 318.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 13°05'02" WEST, 179.22 FEET TO A POINT; THENCE SOUTH 29°27'06" WEST, A DISTANCE OF 430.46 FEET TO A POINT; THENCE 259.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 15°09'20" WEST, 77.25 FEET TO A POINT; THENCE 28.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 74°50'39" EAST, 25.63 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF SAID BIRCHFIELD COURT; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 29°27'06" EAST, A DISTANCE OF 117.64 FEET TO A POINT; THENCE NORTH 29°27'03" EAST, A DISTANCE OF 72.00 FEET TO A POINT; THENCE NORTH 29°27'06" EAST, A DISTANCE OF 167.82 FEET TO A POINT; THENCE 161.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 282.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 13°05'02" EAST, 158.93 FEET TO A POINT; THENCE NORTH 03°17'01" WEST, A DISTANCE OF 119.94 FEET TO THE **TRUE POINT OF BEGINNING**.
SAID TRACT OR PARCEL CONTAINS 0.849 ACRE OR 37,003 SQUARE FEET.

OPEN SPACE #1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK

HILL, LLC, SOUTH 89°45'44" EAST, A DISTANCE OF 32.37 FEET TO A POINT; THENCE SOUTH 00°15'44" WEST, A DISTANCE OF 136.87 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF OAKSIDE DRIVE (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY, 17.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°44'08" WEST, 16.78 FEET TO A POINT ON SAID OAK HILL COURT; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 08°05'16" WEST, A DISTANCE OF 128.84 FEET TO THE **POINT OF BEGINNING**. SAID TRACT OR PARCEL CONTAINS 0.069 ACRE OR 3,026 SQUARE FEET.

OPEN SPACE #2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 89°45'44" EAST, A DISTANCE OF 451.14 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°45'44" EAST, A DISTANCE OF 190.48 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF SULLIVAN ROAD (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 10°34'14" EAST, A DISTANCE OF 31.40 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF SAID KH OAK HILL, LLC, SOUTH 84°59'12" WEST, A DISTANCE OF 143.17 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 03°17'01" WEST, A DISTANCE OF 5.13 FEET TO A POINT; THENCE SOUTH 86°42'59" WEST, A DISTANCE OF 36.00 FEET TO A POINT; THENCE SOUTH 03°17'01" EAST, A DISTANCE OF 77.06 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF OAKSIDE DRIVE (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY, 29.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 43°29'21" WEST, 26.23 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF SAID KH OAK HILL, LLC, NORTH 03°17'01" WEST, A DISTANCE OF 136.84 FEET TO THE **TRUE POINT OF BEGINNING**. SAID TRACT OR PARCEL CONTAINS 0.200 ACRE OR 8,720 SQUARE FEET.

OPEN SPACE #3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE

Attachment: QC OS RW Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

ALONG SAID RIGHT-OF-WAY, SOUTH 08°05'16" EAST, A DISTANCE OF 179.51 FEET TO A POINT; THENCE 11.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 21°02'45" EAST, 11.22 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF OAKSIDE DRIVE (36' R/W) AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID RIGHT-OF-WAY 22.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 12.18 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 39°00'18" EAST, 19.48 FEET TO A POINT; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 47.48 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 00°15'44" WEST, A DISTANCE OF 137.00 FEET TO A POINT; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 386.20 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY 88.35

FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 282.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 20°28'34" WEST, 87.99 FEET TO A POINT; THENCE SOUTH 29°27'06" WEST, A DISTANCE OF 48.64 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF SAID KH OAK HILL, LLC, NORTH 61°07'09" WEST, A DISTANCE OF 238.07 FEET TO A POINT; THENCE NORTH 89°44'16" WEST, A DISTANCE OF 32.96 FEET TO A POINT; THENCE SOUTH 28°52'51" WEST, A DISTANCE OF 121.21 FEET TO A POINT ON THE NORTHEASTERN RIGHT-OF-WAY OF SAID OAK HILL COURT; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 68.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 107.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 42°53'30" WEST, 66.94 FEET TO A POINT; THENCE NORTH 24°39'51" WEST, A DISTANCE OF 64.94 FEET TO A POINT; THENCE 17.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08°30'37" EAST, 16.42 FEET TO A POINT; THENCE 127.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05°22'35" WEST, 106.95 FEET TO A POINT; THENCE 12.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48°44'02" WEST, 12.71 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 0.735 ACRE OR 32,038 SQUARE FEET.

OPEN SPACE #4

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE

SOUTH 10°23'45" WEST, A DISTANCE OF 275.43 FEET TO AN IRON PIN FOUND (1/2" REBAR) ON THE WESTERN RIGHT-OF-WAY OF SAID OAK HILL COURT AND THE **TRUE POINT OF**

BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY 31.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30°56'55" EAST, 31.28 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 65°20'09" WEST, A DISTANCE OF 109.25 FEET TO A POINT; THENCE SOUTH 24°39'51" EAST, A DISTANCE OF 117.93 FEET TO A POINT; THENCE 178.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 42°53'30" EAST, 175.16 FEET TO A POINT; THENCE SOUTH 61°07'09" EAST, A DISTANCE OF 264.86 FEET TO A POINT ON THE NORTHWESTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY 27.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 76°44'17" WEST, 24.78 FEET TO A POINT; THENCE 183.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°33'49" WEST, 109.46 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 18°53'25" WEST, A DISTANCE OF 22.65 FEET TO A POINT; THENCE SOUTH 60°54'57" EAST, A DISTANCE OF 205.65 FEET TO A POINT ON SULLIVAN ROAD (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY, 46.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 6040.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30°11'37" WEST, 46.40 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, AND ALONG THE PROPERTY NOW OR FORMERLY OF SPRINGFIELD SUBDIVISION PHASE "A", NORTH 61°38'58" WEST, A DISTANCE OF 885.53 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF SAID SPRINGFIELD SUBDIVISION PHASE "A", AND THE PROPERTY NOW OR FORMERLY OF WEXFORD PLANTATION, NORTH 00°06'57" EAST, A DISTANCE OF 168.45 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF 828 HOLDINGS, LLC, NORTH 73°37'05" EAST, A DISTANCE OF 398.93 FEET TO THE **TRUE POINT OF BEGINNING.**
SAID TRACT OR PARCEL CONTAINS 4.155 ACRES.

Attachment: QC OS RW Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

The Abram Law Group, LLC
 1200 Ashwood Parkway, Suite 560
 Atlanta, GA 30338
 770/349-0120 File
 #22-0488

LIMITED WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF COWETA

THIS INDENTURE made as of the 25th day of January, in the year two thousand and twenty-three, between

KH OAK HILL LLC
 a Florida limited liability company

as party or parties of the first part, hereinafter called Grantor, and

OAK HILL RESERVE COMMUNITY ASSOCIATION, INC.
 a Georgia non-profit 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 TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey unto the said Grantee, the following described real property to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 5 of the 6th District, Coweta County, Georgia, and being shown as Open Space #1 consisting of 0.069 acres, Open Space #2 consisting of 0.200 acres, Open Space #3 consisting of 0.735 acres and Open Space #4 consisting of 4.155 acres, as more particularly described on the Final Subdivision Plat for Oak Hill Reserve, described on **Exhibit "A"** recorded hereto and being incorporated herein and made a part hereof for a more complete legal description.

Attachment: WD OS Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

TO HAVE AND TO HOLD the said bargained property, 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, 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 lawful claims of all persons, claiming by, through, or under said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in KH Oak Hill, LLC
the presence of:

CL Hill BL
Witness

BY: Andrew D Hitch (SEAL)
Name: Andrew Hitch
Title: Authorized Signatory

Miranda L. Beaupierre
Notary Public
My commission expires: March 13, 2026
[Notary Seal]



Attachment: WD OS Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

EXHIBIT "A"**OPEN SPACE #1**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 89°45'44" EAST, A DISTANCE OF 32.37 FEET TO A POINT; THENCE SOUTH 00°15'44" WEST, A DISTANCE OF 136.87 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF OAKSIDE DRIVE (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY, 17.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°44'08" WEST, 16.78 FEET TO A POINT ON SAID OAK HILL COURT; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 08°05'16" WEST, A DISTANCE OF 128.84 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 0.069 ACRE OR 3,026 SQUARE FEET.

OPEN SPACE #2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 89°45'44" EAST, A DISTANCE OF 451.14 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°45'44" EAST, A DISTANCE OF 190.48 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF SULLIVAN ROAD (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 10°34'14" EAST, A DISTANCE OF 31.40 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF SAID KH OAK HILL, LLC, SOUTH 84°59'12" WEST, A DISTANCE OF 143.17 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 03°17'01" WEST, A DISTANCE OF 5.13 FEET TO A POINT; THENCE SOUTH 86°42'59" WEST, A DISTANCE OF 36.00 FEET TO A POINT; THENCE SOUTH 03°17'01" EAST, A DISTANCE OF 77.06 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF OAKSIDE DRIVE (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY, 29.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 43°29'21" WEST, 26.23 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF SAID KH OAK HILL, LLC, NORTH 03°17'01" WEST, A DISTANCE OF 136.84 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 0.200 ACRE OR 8,720 SQUARE FEET.

OPEN SPACE #3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 08°05'16" EAST, A DISTANCE OF 179.51 FEET TO A POINT; THENCE 11.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 21°02'45" EAST, 11.22 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF OAKSIDE DRIVE (36' R/W) AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID RIGHT-OF-WAY 22.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 12.18 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 39°00'18" EAST, 19.48 FEET TO A POINT; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 47.48 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 00°15'44" WEST, A DISTANCE OF 137.00 FEET TO A POINT; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 386.20 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY 88.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 282.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 20°28'34" WEST, 87.99 FEET TO A POINT; THENCE SOUTH 29°27'06" WEST, A DISTANCE OF 48.64 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF SAID KH OAK HILL, LLC, NORTH 61°07'09" WEST, A DISTANCE OF 238.07 FEET TO A POINT; THENCE NORTH 89°44'16" WEST, A DISTANCE OF 32.96 FEET TO A POINT; THENCE SOUTH 28°52'51" WEST, A DISTANCE OF 121.21 FEET TO A POINT ON THE NORTHEASTERN RIGHT-OF-WAY OF SAID OAK HILL COURT; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: 68.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 107.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 42°53'30" WEST, 66.94 FEET TO A POINT; THENCE NORTH 24°39'51" WEST, A DISTANCE OF 64.94 FEET TO A POINT; THENCE 17.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08°30'37" EAST, 16.42 FEET TO A POINT; THENCE 127.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05°22'35" WEST, 106.95 FEET TO A POINT; THENCE 12.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48°44'02" WEST, 12.71 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 0.735 ACRE OR 32,038 SQUARE FEET.

Attachment: WD OS Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

OPEN SPACE #4

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 5 OF THE 6th DISTRICT, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY OF OAK HILL COURT (50' R/W) AND THE SOUTHERN LINE OF LOT 6 OF OAK HILL PROFESSIONAL PARK; THENCE SOUTH 10°23'45" WEST, A DISTANCE OF 275.43 FEET TO AN IRON PIN FOUND (1/2" REBAR) ON THE WESTERN RIGHT-OF-WAY OF SAID OAK HILL COURT AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID RIGHT-OF-WAY 31.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30°56'55" EAST, 31.28 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 65°20'09" WEST, A DISTANCE OF 109.25 FEET TO A POINT; THENCE SOUTH 24°39'51" EAST, A DISTANCE OF 117.93 FEET TO A POINT; THENCE 178.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 42°53'30" EAST, 175.16 FEET TO A POINT; THENCE SOUTH 61°07'09" EAST, A DISTANCE OF 264.86 FEET TO A POINT ON THE NORTHWESTERN RIGHT-OF-WAY OF BIRCHFIELD COURT (36' R/W); THENCE ALONG SAID RIGHT-OF-WAY 27.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 76°44'17" WEST, 24.78 FEET TO A POINT; THENCE 183.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°33'49" WEST, 109.46 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, SOUTH 18°53'25" WEST, A DISTANCE OF 22.65 FEET TO A POINT; THENCE SOUTH 60°54'57" EAST, A DISTANCE OF 205.65 FEET TO A POINT ON SULLIVAN ROAD (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY, 46.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 6040.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 30°11'37" WEST, 46.40 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF KH OAK HILL, LLC, AND ALONG THE PROPERTY NOW OR FORMERLY OF SPRINGFIELD SUBDIVISION PHASE "A", NORTH 61°38'58" WEST, A DISTANCE OF 885.53 FEET TO A POINT; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF SAID SPRINGFIELD SUBDIVISION PHASE "A", AND THE PROPERTY NOW OR FORMERLY OF WEXFORD PLANTATION, NORTH 00°06'57" EAST, A DISTANCE OF 168.45 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF 828 HOLDINGS, LLC, NORTH 73°37'05" EAST, A DISTANCE OF 398.93 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINS 4.155 ACRES.

Attachment: WD OS Oak Hill Reserve (13630 : Roadway and Open Space Acceptance - Oak Hill Reserve)

The Abram Law Group, LLC
 1200 Ashwood Parkway, Suite 560
 Atlanta, GA 30338 16-0608

STATE OF GEORGIA COUNTY
 OF COWETA

WARRANTY DEED

THIS INDENTURE is made as of 25th day of January, two thousand and twenty -
four, between

KH OAK HILL LLC
 a Florida limited liability company

(hereinafter referred to as "Grantor") and

COWETA COUNTY, STATE OF GEORGIA

(hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, the following described real property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 5 of the 6th District, Coweta County, Georgia, and being those certain named right-of-ways designated as Oak Hill Court, Oakside Drive and Birchfield Court per that certain Final Subdivision Plat for Oak Hill Reserve, recorded in Plat Book _____, Page _____, Coweta County Superior Court Records, said plat by this reference being incorporated herein and made a part hereof for a more complete legal description.

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, RIGHT OF WAYS FOR STREETS.

TO HAVE AND TO HOLD the said bargained premises, 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, 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.

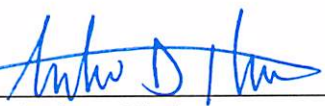
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in
the presence of:

KH Oak Hill LLC

CLARK B L L

Printed Name: CHARLES ALLEN BRAUNTON
Unofficial Witness

BY:  (SEAL)

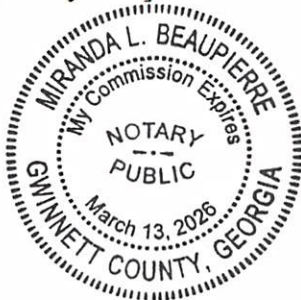
Name: Andrew Hitch
Title: Authorized Signatory

Miranda L. Beaupiere

Notary Public

My commission expires: march 13, 2024

[Notary Seal]



SUBDIVISION STATUS REPORT

Project: Oak Hill Reserve

Location: Oak Hill Business Park

Street Names and number of lots: Oak Hill Court, Oakside Drive, Birchfield Court
43 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 BurnhamDate: Jul / 2022

2. Soil Density Test (When required)

Approved by: Stacy BurnhamDate: Sept / 2022

3. Subgrade

a) Curb and Gutter

Approved by: Stacy BurnhamDate: Sept / 2022

b) Roadway

Approved by: Stacy BurnhamDate: aug / 2022

4. Graded Aggregate Base

Approved by: Stacy BurnhamDate: Sept / 2022

5. Pavement (See plans for design)

a) Binder

Approved by: Stacy BurnhamDate: Sept / 2022b) Topping \$95,637.50 Bond Provided

Approved by: _____

Date: _____

c) Core Samples Cores at topping

Approved by: _____

Date: _____

B. Final Inspection

1. Punch List Complete

Approved by: Stacy BurnhamDate: Jan / 20232. Items Requiring Performance Bond: Topping**C. Comments:**



Business License

To: Coweta County Board of Commissioners

From: Joy Thompson, Business License Associate

Date: 2/1/2023

RE: New Package Beer and Wine License Filed by Brian Pimentel in Operation of Newnan Food Mart (Don King of Newnan, LLC) Located at 5 McCollum Station, Newnan - 4th District

Issue: New Package Beer and Wine License Application filed by Brian Pimentel in operation of Newnan Food Mart (Don King of Newnan, LLC) Located at 5 McCollum Station, Newnan

Discussion: Brian Pimentel, license representative and sole owner of Newnan Food Mart (Don King of Newnan, LLC) Located at 5 McCollum Station, Newnan, has applied for a 2023 Package Beer and Wine license. This is an established location that served alcohol in the past twelve (12) months therefore a survey is not required. The Business Tax Department has reviewed the application and finds that it is in order, meets the applicable requirements and should be considered by the Board of Commissioners in accordance with *Chapter 6 of the Coweta County Code of Ordinances*. The required background checks (GCIC) and fingerprint reports (GBI) for Mr. Pimentel as applicant for license representative of the establishment, are complete and show that he meets the requirements set forth in the *Alcohol Ordinance* to be the license representative.

Recommendation: Staff recommends that the Board of Commissioners consider the application in accordance with standards provided in Section 6-54 of the Coweta County Ordinances. In making the determination whether the license should be granted, the Board shall consider the following:

1. If the license representative or any individual listed on the application or partner has ever violated any federal, state, or county law or regulation regarding alcoholic beverages and illegal drugs, their sale, consumption, distribution or manufacture.
2. The manner in which the license representative or any individual listed on the application or partner has conducted any business within the county as to the necessity for unusual law enforcement observation and inspection in order to prevent

the violation of any law, regulation or ordinance or as to the necessity for county action to compel the applicant's and/or licensee's adherence to any county law, regulation or ordinance;

3. The location for which the license is sought as to traffic congestion, public safety, the general character of the neighborhood and the effect of such an operation on surrounding property values; and
4. Whether the license representative or any individual listed on the application or partner has ever had an alcoholic beverage or business license suspended or revoked by the state or any political subdivision thereof.

Set a Public Hearing for the Alcohol License on March 7, 2023.



Administration

To: Coweta County Board of Commissioners

From: Fran Collins, Deputy County Clerk

Date: 2/15/2023

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: Fran Collins

DATE: February 8, 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	- Department of Family and Children Services Board of Directors	Tippie Conner	06/30/2026 (resigned)
At-Large	- Board of Trustees for the Salary Deferral Plan and Employee Matching Plan	Citizen Member # 2	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



Administration

To: Coweta County Board of Commissioners

From: Kelly Mickle, Assistant Administrator

Date: 2/10/2023

RE: FY 2023 Transit Supplemental Agreement #1 with the Georgia Department of Transportation - T007218

Issue: FY 2023 Transit Supplemental Agreement # 1 with the Georgia Department of Transportation (GDOT)

Discussion: On July 26, 2022, the Board approved the FY 2023 Transit Agreement with GDOT. This agreement included grant funding for operation of the transit program. Staff is now in receipt of a FY 2023 Transit Supplemental Agreement #1 related to grant funding for small capital items in the amount of \$5,500. Capital items requested include replacement tablets and cameras for the transit buses. The local match requirement is \$550, or 10%.

FINANCIAL IMPACT:

Local Match of \$550

Recommendation: Staff recommends that the Board execute the FY 2023 5311 Transit Supplemental Agreement #1 with the Georgia Department of Transportation related to grant funding for small capital items.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

February 2, 2023

The Honorable John Reidlebach, Chairman
Coweta County Board of Commissioners
22 East Broad Street
Newnan, GA 30263

In Re: FTA 5311 – FY2023 Transit Operating, Small and Large Capital, and Mobility Management
Project Number – T007218
SA#1 – (\$4,950.00) Time and Capital Assistance

Dear Chairman Reidlebach:

Enclosed for execution by Coweta County Board of Commissioners is an electronic supplemental agreement for FY2023 to assist with the operation of your public transit system under the FTA's 5311 Rural Assistance Program. The project contains 80% federal capital funds in the amount of \$4,400.00, 10% state funds in the amount of \$550.00, and 10% local match of in the amount of \$550.00.

Instructions on how to complete the electronic supplemental agreement have been attached for your convenience. Please refer to these instructions as needed to complete the electronic process.

After the supplemental agreement has been fully executed, the Department will issue an electronic notification indicating the supplemental agreement process has been completed along with a copy of the executed supplemental agreement. The supplemental agreement is not valid until your agency receives a written "Notice to Proceed" from GDOT's Intermodal office. *Coweta County Board of Commissioners must comply with all applicable FTA regulations, policies, procedures and directives, specifically CFR 4220.1F as it relates to third-party contracting and procurement.*

If you have further questions, please do not hesitate to contact your District PTS/Planner Carrie Anderson, at (706) 646-7570 or caanderseron@dot.ga.gov.

Sincerely,

A handwritten signature in black ink that reads "Patricia Smith".

Patricia Smith
Transit Program Manager

PS:LC
Enclosures

Attachment: 2023 Supplemental Agreement #1 - Small Capital (13655 : FY 2023 Transit Supplemental Agreement # 1 with GDOT - T007218)

ELECTRONIC CONTRACT PROCESSING INSTRUCTIONS
Transit Program Subrecipient Contracts

Step 1

The Department will send via email the electronic contract to [Reviewer #1] for review. Once [Reviewer #1] has reviewed the document, the contract will automatically forward to the Chairperson, Mayor, Executive Director, Sole Commissioner, or City Manager's office for signature & county/city seal. Once the authorized official's signature & seal has been loaded onto the pages, the system will prompt to select **"adopt and sign"** then **"finish"**. The system will automatically send the contract to the designated witness for signature.

Step 2

Once the designated witness has signed, the system will then automatically send the contract to the Notary to upload his/her signature and notary seal to complete the agreement. The signature and seal will have to be on a single line. **NOTE: To save the signature and seal, take a white sheet of paper, sign it and affix the seal adjacent to the signature. Scan the signature and seal and save to the desktop or take a picture of the signature and seal using a cell phone camera and send to email to save on desktop. The County/City "Seal" is required on this document.**

NOTE: PLEASE REMEMBER TO CROP SIGNATURE WITH SEAL

Step 3

Next, the system will give an option to **"upload"** the signature and the county/city "Seal." The signature and county/city seal have to be uploaded together, as one document, and will need to be in a **.jpeg** or **.bmp** format. **A .pdf format is not acceptable.** Once the signature and seal have been uploaded successfully, the system will prompt to select **"adopt and sign"** then **"finish."**

To assist you further, there is also an instructional video on how to upload the County/City Seal. Please use this link to view: <http://www.dot.ga.gov/GDOT/Pages/ElectronicContractstraining.aspx>

Scroll down to Guides Resources, Electronic Contracts and click on plus (+). Click on "See Guide Resources" and you should be able to view the Electronic Contracts User Training Guides and Videos.

Step 4

Once the signatures and seals have been successfully uploaded, the contract will be electronically returned to GDOT to complete the execution process.

If there are any questions or if clarification is needed, please call our office **BEFORE selecting "Adopt and Sign." There is a "Cancel" button to select that will allow the contract to be saved for later. Selecting "Adopt and Sign" before the signature and seal is attached will cause the contract to be "rejected" and the entire electronic contract signing process will have to be started again from the beginning.**

SUPPLEMENTAL AGREEMENT #1
FOR
SECTION 5311 – TRANSIT OPERATING, SMALL AND LARGE CAPITAL, AND
MOBILITY MANAGEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
COWETA COUNTY BOARD OF COMMISSIONERS

PROJECT ID NUMBER – **T007218**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO THE AGREEMENT (the “Supplemental Agreement No. 1”) is made and entered into on _____ (the “Supplemental Agreement No. 1 Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and **COWETA COUNTY BOARD OF COMMISSIONERS**, hereinafter called the "SPONSOR" (collectively called the “PARTIES”).

WHEREAS, the DEPARTMENT and the SPONSOR entered into an Agreement on **AUGUST 21, 2022**, hereinafter called the "ORIGINAL CONTRACT", whereby the DEPARTMENT agreed to participate in the SPONSOR'S desire to accomplish the required operating assistance and capital improvements to be used in modernizing and improving mass transportation services to the public in the service area; and

WHEREAS, the DEPARTMENT **seeks to provide additional time and capital assistance funds to SPONSOR through this Supplemental Agreement No. 1 to carry out the full scope of work as identified in ARTICLE I, SCOPE AND PROCEDURES in the ORIGINAL CONTRACT dated AUGUST 21, 2022;** and

NOW THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each other to the other, the ORIGINAL CONTRACT dated AUGUST 21, 2022, is hereby modified as follows:

- I. The Parties agree to amend **Article I (Scope and Procedure), Paragraph B (Capital Expenditures), Section (a) (Acquisition of Vehicles and Equipment) of Subsection (3) of this Agreement as follows:**

- (3) The DEPARTMENT shall participate in the purchase of small capital items or service by the SPONSOR of:

SMALL CAPITAL ITEMS/PLANNING/MOBILITY MANAGEMENT

Quantity	Description
2	BUS/FACILITY/SURV/CAMERAS
2	BUS, COMMUNICATION MISC. -TABLETS

- II. The parties agree to amend ARTICLE VIII, COMPENSATION as follows:

Paragraph's B (Capital Assistance), C (Mobility Management Activities), and D (Departmental Obligations) are hereby deleted in their entirety, and the following new sections for Paragraph's B (Capital Acquisitions), C (Mobility Management Activities), and D (Departmental Obligations) shall be substituted in lieu thereof:

B. Capital Acquisitions

- (a) It is understood and agreed that the total estimated eligible net Capital project cost is FIVE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$5,500.00), as shown, if any, in EXHIBIT A– Section 2 and EXHIBIT A-Section 3, which is attached and incorporated as if fully set out herein. It is further understood the SPONSOR's local share of the project is FIVE HUNDRED FIFTY and 00/100 Dollars (\$550.00). The DEPARTMENT'S participation in the acquisition cost of said improvements shall be FOUR THOUSAND NINE HUNDRED FIFTY and 00/100 Dollars (\$4,950.00), which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT, which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.
- (b) The period of performance for eligible capital projects (VEHICLES ONLY) will begin **July 1, 2022 and end December 31, 2024** (the "Capital Expenditures Period").

- (c) The period of performance for eligible capital projects (SMALL CAPITAL ONLY) will begin **July 1, 2022 and end on December 31, 2023** (the “Capital Projects Period”).
- (d) It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of FOUR THOUSAND NINE HUNDRED FIFTY and 00/100 Dollars (\$4,950.00). However, if the sum total of the actual cost in acquiring the improvements shall be less than FIVE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$5,500.00), the DEPARTMENT shall be obligated to pay ninety percent (90%) of the actual cost.

C. Mobility Management Activities

- (a) It is understood and agreed that the total eligible net for the SPONSOR's Transit mobility management activities is ZERO and 00/100 Dollars (\$0.00), as shown in EXHIBIT A- Section 4. The DEPARTMENT'S maximum participation in Transit mobility management activities costs is ZERO and 00/100 Dollars (\$0.00) comprised of FTA funding in the amount of eighty percent (80%) of the estimated Transit mobility management portion of the PROJECT cost, and DEPARTMENT funding not to exceed ten percent (10%) of the estimated Transit mobility management portion of the PROJECT cost.
- (b) The SPONSOR's actual Transit mobility management activities cost is less than ZERO and 00/100 Dollars (\$0.00) the DEPARTMENT shall be obligated to pay only ninety percent (90%) of the actual cost. The period of performance for eligible mobility management projects will begin **July 1, 2022 and end on December 31, 2023** (“Mobility Management Activities Period”).

D. Departmental Obligations

The DEPARTMENT'S maximum obligation, \$311,634.00 as set forth above is funded by the FTA and the State. No entity of the State other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This Agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices

will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the PROJECT, the DEPARTMENT's payment obligations shall not exceed the availability of such FTA funds, and the DEPARTMENT shall have the right at its sole discretion to terminate this Agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

III. ARTICLE XVI (Term) is hereby deleted in its entirety and replaced as follows:

ARTICLE XVI

TERM

This Agreement shall be effective as of the Effective Date of the Original Contract and shall terminate upon the expiration of the Capital Expenditures Period, unless terminated earlier under Article XIII of this Agreement (the "Term").

IV. EXHIBIT A - PROJECT SUMMARY is hereby deleted in its entirety and a new EXHIBIT A – PROJECT SUMMARY is substituted in lieu thereof.

Except as modified, changed, or amended, all the terms and conditions of the **ORIGINAL CONTRACT dated AUGUST 21, 2022**, shall remain in full force and effect. The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals
the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION

SPONSOR: COWETA COUNTY BOARD
OF COMMISSIONERS

BY: _____
Commissioner

BY: _____ (SEAL)

Name: _____

Title: _____

ATTEST: _____
Treasurer

IN THE PRESENCE OF:

Witness

Name: _____

Title: _____

Federal Employment Identification

Number: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

Attachment: 2023 Supplemental Agreement #1 - Small Capital (13655 : FY 2023 Transit Supplemental Agreement # 1 with GDOT - T007218)

**EXHIBIT A
PROJECT SUMMARY
COWETA COUNTY BOARD OF COMMISSIONERS**

**FY2023 FTA 5311 Rural Transit Operating Assistance
Period of Eligible Expenses - July 1, 2022 - June 30, 2023**

SECTION 1							
Item	Description	Scope/Suffix	FTA ALI Code	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	Operating Assistance up to 50% Federal Share	300-A6	300901	\$613,368.00	\$306,684.00		\$306,684.00
	Total Admin & Operating Cost			\$613,368.00	\$306,684.00		\$306,684.00

Funding Distribution	Fund Sources	
Federal (50%)	\$306,684.00	212JA
State (0%)		
Local (50%)	\$306,684.00	452JA
Total Estimated Operating Cost	\$613,368.00	

FTA FAIN Number:	GA-2022-010-00
FTA Project:	GA-2022-010-01-00
FTA PO:	GA-18-X040
Federal Award Date:	05/20/2022

**FY2023 FTA 5311 Rural Capital Vehicles Purchases ONLY Period
of Eligible Expenses – July 1, 2022 – December 31, 2024**

SECTION 2									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Capital					\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution	Fund Sources	
Federal (80%)	\$0.00	N/A
State (10%)	\$0.00	N/A
Local (10%) Deposited at GDOT	\$0.00	N/A
Total Project Cost	\$0.00	

FTA FAIN Number:	N/A
FTA Project:	N/A
FTA PO:	N/A
Federal Award Date:	N/A

Attachment: 2023 Supplemental Agreement #1 - Small Capital (13655 : FY 2023 Transit Supplemental

FY2023 FTA 5311 Rural Capital Purchases Other Than Vehicles
Period of Eligible Expenses – July 1, 2022 – December 31, 2023
(Revised February 2, 2023)

SECTION 3									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	Bus/Facility/Surv/Cameras	114-A2	11.42.09	2	\$2,000.00	\$4,000.00	\$3,200.00	\$400.00	\$400.00
2	Bus, Communication Misc. – Tablets	116-A4	11.62.20	2	\$750.00	\$1,500.00	\$1,200.00	\$150.00	\$150.00
	Total Capital					\$5,500.00	\$4,400.00	\$550.00	\$550.00

Funding Distribution		Fund Sources
Federal (80%)	\$4,400.00	212JA
State (10%)	\$550.00	022JC
Local (10%)	\$550.00	452JA
Total Project Cost	\$5,500.00	

FTA FAIN Number:	GA-2022-010-00
FTA Project:	GA-2022-010-01-00
FTA PO:	GA-18-X040
Federal Award Date:	05/20/2022

FY2023 FTA 5311 Rural Transit Mobility Management
Period of Eligible Expenses – July 1, 2022 – December 31, 2023

SECTION 4									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Total /Mobility Management					\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution		Fund Sources
Federal (80%)	\$0.00	NA
State (10%)	\$0.00	NA
Local (10%)	\$0.00	NA
Total Project Cost	\$0.00	

FTA FAIN Number:	NA
FTA Project:	NA
FTA PO:	NA
Federal Award Date:	NA

Project Summary PI#: T007218	Amount
Total Federal Cost - Operating, Capital Rolling Stock, Other Capital, & Mobility Management	\$311,084.00
Total State Cost - Capital Rolling Stock, Other Capital, & Mobility Management	\$550.00
Total Local Cost - Operating	\$306,684.00
Total Local Cost - Capital Rolling Stock, Other Capital, & Mobility Management	\$550.00
Total Project Cost	\$618,868.00

CFDA:	20.509
DUNS#	060654159
SAM ID:	FXRJWWPQNN59

INDIRECT COST RATE		
Approved ICR	Yes	
De minimis CR	X	10% Fixed

Certificate Of Completion

Envelope Id: 3D1A32D90C8145E6AA8D93A2181A81ED

Status: Sent

Subject: 48400-294-IGOIP2300235/COWETA COUNTY

Source Envelope:

Document Pages: 10

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

GDOT DocuSign Admin

AutoNav: Enabled

600 W Peachtree St, NW

Envelopel Stamping: Enabled

Atlanta, GA 30308

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

gdot_contracts@dot.ga.gov

IP Address: 143.100.53.12

Record Tracking

Status: Original

Holder: GDOT DocuSign Admin

Location: DocuSign

2/3/2023 10:34:06 AM

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Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Georgia Department of Transportation

Location: DocuSign

Signer Events**Signature****Timestamp**

John Reidelbach

Sent: 2/10/2023 9:06:13 AM

jreidelbach@coweta.ga.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Shannon Zerangue

szerangue@coweta.ga.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 5/10/2017 4:46:14 PM
ID: 9e6ced16-066e-474d-a056-5b2b31748977

Frances Collins

fcollins@coweta.ga.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 6/17/2021 8:09:32 AM
ID: b0692210-aa73-4358-b5aa-2fc734a103da

Russell R McMurry

catscommissioner@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:
Accepted: 7/26/2021 12:44:29 PM
ID: 300af4e1-68da-47c5-887e-c649aaedd680

Angela O. Whitworth

catstreasurerattest@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Kelly Mickle

kmickle@coweta.ga.us

Security Level: Email, Account Authentication
(None)**VIEWED**

Using IP Address: 216.130.147.196

Sent: 2/3/2023 1:10:39 PM

Resent: 2/10/2023 7:23:48 AM

Viewed: 2/10/2023 9:06:12 AM

Electronic Record and Signature Disclosure:

Accepted: 2/10/2023 9:06:12 AM

ID: 79146334-3a59-44d7-b321-5a3b734be595

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

2/3/2023 1:10:39 PM

Envelope Updated

Security Checked

2/3/2023 1:15:33 PM

Envelope Updated

Security Checked

2/3/2023 1:15:33 PM

Envelope Updated

Security Checked

2/7/2023 9:08:52 AM

Envelope Updated

Security Checked

2/7/2023 9:08:52 AM

Envelope Updated

Security Checked

2/7/2023 9:08:52 AM

Envelope Updated

Security Checked

2/7/2023 9:08:52 AM

Envelope Updated

Security Checked

2/7/2023 9:08:53 AM

Envelope Updated

Security Checked

2/7/2023 9:08:53 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.



Administration

To: Coweta County Board of Commissioners

From: Michael Fouts, County Administrator

Date: 2/17/2023

RE: Purchase and Sale Agreement Associated with Property Located Along Turkey Creek Road (Wood Tract) - 2nd District

Issue: Purchase and Sale Agreement for Property Located along Turkey Creek Road

Discussion: Staff is seeking the Board's approval of a Purchase and Sale Agreement associated with 17.504± acres of undeveloped land located along Turkey Creek Road for County operations.

As outlined in the Purchase and Sale Agreement, the County shall pay \$2,000,000 for the property. The closing shall occur within 30-days following a 30-day due diligence period.

This purchase will be funded from the General Fund – Fund Balance.

FINANCIAL IMPACT:

General Fund, Fund Balance (\$2,000,000)

Recommendation: Staff recommends that the Board execute a Purchase and Sale Agreement with CWM Newnan Properties LLC in the amount of \$2,000,000 associated with 17.504± acres located along Turkey Creek Road (General Fund, Fund Balance).

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the “Agreement”) is made and entered into as of the 21st day of February, 2023 by and between **CWM Newnan Properties LLC**, (“Seller”), and **COWETA COUNTY, GEORGIA**, a Georgia county, and political subdivision organized and existing under the laws of the State of Georgia (hereinafter referred to as “Purchaser”). The Seller and Purchaser shall be collectively referred to herein as the “Parties”.

RECITALS

A. Seller is the owner in fee simple of that certain property located in Coweta County, Georgia being 17.504± acres of land located on Land Lot 27 of the 2nd Land District in Coweta County, Georgia, Tax Parcel 087 2027 008 (the “Property”), as more particularly shown on the survey incorporated herein by reference and attached as “Exhibit A” and described on the legal description incorporated and attached as “Exhibit B.”

B. Purchaser desires to purchase the Property from Seller and Seller desires to sell, transfer and assign the same to Purchaser.

NOW, THEREFORE, for and in consideration of the recitals, the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Purchase and Sale, Time Limit of Offer, and Effective Date

1.1 Purchase and Sale. The purchase price for the Property shall be **TWO MILLION DOLLARS (\$2,000,000.00)** (the “Purchase Price”). The Purchase Price shall be payable in cash at closing, by wire or by other means acceptable to the Seller.

1.2 Time Limit of Offer. This Agreement and the terms set forth herein shall constitute only an offer by Purchaser which shall expire at 5:00 pm EST on Friday, March 31, 2023 (the “Time Limit”) unless this Agreement is fully executed by both Parties prior to the Time Limit.

1.3 Binding Effective Date. The binding effective date (“Effective Date”) of this Agreement shall be the date when the last one of the Purchaser or Seller has executed this Agreement.

1.4 Earnest Money. Within five (5) business days of the Effective Date of this Agreement by all Parties, Purchaser shall pay to **GLOVER & DAVIS, P.A.**, (the “Holder”) the sum of **TEN THOUSAND DOLLARS and NO CENTS (\$10,000.00)** as earnest money (the “Earnest Money”), which Glover & Davis, P.A. shall acknowledge the receipt thereof. The Parties agree that, within three (3) days of acceptance of this Agreement by all Parties and not before, the Earnest Money shall be deposited and held in the Holder’s IOLTA escrow account. The Parties agree that the Earnest Money when deposited with the Purchaser’s attorney of record, shall be held and disbursed as follows: (a) attorney shall deposit the Earnest Money in its escrow account; and

(b) upon the closing of this Agreement, the Earnest Money shall be applied to and credited against the Purchase Price of the Property.

The Parties agree that the Earnest Money when deposited with the Purchaser's attorney shall be held and disbursed as follows: (a) Holder shall deposit the Earnest Money in its escrow account; and (b) upon the closing of this Agreement, the Earnest Money shall be applied to and credited against the Purchase Price of the Property. Nothing herein shall require the Holder to deposit the Earnest Money in an interest-bearing account or to refund or give credit to the Purchaser for any interest earned on said Earnest Money. In the event Purchaser timely exercises its right to terminate this Agreement in accordance with Paragraph 4.2 herein, then Holder shall refund said Earnest Money to Purchaser within three (3) days of receipt of notice of Purchaser's election.

Earnest money shall be credited at closing.

In the event the purchase and sale contemplated hereunder is not consummated because of Seller's default, at Purchaser's election the Earnest Money shall be returned to the Purchaser and thereafter Purchaser shall have all rights available to it under the laws of the State of Georgia including specific performance of this contract.

In the event the purchase and sale contemplated hereunder does not close due to Purchaser's inability, failure or refusal to perform Purchaser's obligations hereunder, the Parties do hereby declare and determine that Seller's damages would be difficult if not impossible to determine, and the Earnest Money and all interest earned thereon (if any) shall be delivered to Seller as Seller's full liquidated damages, and thereafter no party shall have any further rights, claims, obligations or liabilities hereunder.

ARTICLE II Closing

2.1 Closing. Subject to the conditions set forth in this Agreement and any rights of any party to extend the Closing Date, the closing of the purchase and sale and conveyance of the Property (the "**Closing**") shall be held on or before thirty (30) days after the Due Diligence Period, as hereinafter defined (the "**Closing Date**"). The Closing shall take place at the office of Glover & Davis, P.A., unless otherwise agreed by the Parties (the "**Closing Office**").

2.2 Seller's Closing Deliveries. Seller shall provide the following to Purchaser and/or Escrow Agent at Closing and the delivery of such shall be a condition precedent to Purchaser's obligation to perform under this Agreement:

2.2.1 Possession. Full, complete and actual possession of the Property to Purchaser on the Closing Date, subject only to the Special Stipulations provided in Section 14.13 hereto;

2.2.2 Deed. A limited warranty deed in recordable form duly executed by Seller conveying good and marketable title to Purchaser of the Property, subject only to the Permitted Exceptions;

2.2.3 Seller's Affidavit. A seller's affidavit in the form prescribed by the Title Agent.

2.2.4 A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto.

2.2.5 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S.

2.2.6 The execution and delivery at Closing of an affidavit complying with the requirements of O.C.G.A. § 48-7-128, Buyer may withhold and pay to the Georgia Department of Revenue out of the net proceeds payable to Seller at Closing all amounts required to be withheld pursuant to said Georgia law.

2.2.7 Title insurance policies, title exceptions documents, surveys, plats, site plans, topographical maps and engineering studies.

2.2.8 Any and all environmental reports relating to the Property.

2.2.9 Copies of all debt instruments, leases, contracts, agreements and other commitments or obligations affecting the Property.

2.2.10 Other Consents, Approvals, Etc. Such other documents, including, without limitation, lien waivers, consents, approvals, affidavits, estoppel certificates and other instruments and documents as may be reasonably required by Purchaser or the Title Agent (as defined herein) prior to Closing, including, without limitation, a closing statement evidencing the proceeds delivered to Seller and other parties after giving effect to any prorations or other credits required by this Agreement (the "**Closing Statement**").

2.2.11 Survey Quit-Claim. If a Survey (defined below) is performed, an executed deed in recordable form acceptable to the Title Agent as to the as to the metes and bounds and/or recorded plat of Survey.

2.2.12 Any and all information related to this Property deemed reasonably necessary for closing as determine by Purchaser.

2.3 Purchaser's Closing Deliveries. Purchaser agrees to provide the following to Seller at Closing:

2.3.1 Purchase Price. The balance of the Purchase Price, as adjusted pursuant to the terms hereof; and

2.3.2 Closing Statement. The Closing Statement, as counter-signed by the Purchaser.

ARTICLE III Closing Costs and Conditions

All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted as follows:

3.1 Taxes. Purchaser is exempt from *ad valorem* taxes. Any taxes due or owing shall be paid by Purchaser.

3.2 Closing Costs. Purchaser shall pay the Georgia transfer tax and the filing fees to record the deed. (This transaction is exempt from Georgia transfer tax pursuant to O.C.G.A Section 48-6-2(a)(3).) Purchaser shall pay the title premium for the owner's policy of title insurance and title search and examination fees, and all costs of any extended coverage premium and the cost of any title endorsements requested by Purchaser. Each party shall be responsible for its own attorney's fees. Seller shall pay all other customary expenses incurred by a seller of real estate due or incurred in connection with the transaction. Purchaser shall pay all other customary expenses incurred by a purchaser of real estate due or incurred in connection with the transaction.

3.3 Closing Conditions.

(a) Execution of definitive documents in form and substance satisfactory to Purchaser, Seller and their counsel.

(b) Issuance of any owner's policy of title insurance in the amount of the purchase price subject to no exceptions or exclusions other than those approved by Purchaser in accordance with Article V below.

(c) Release of the Property from any and all mortgages, deeds of trust or deeds to secure debt and other liens, or claims thereof, securing debt obligations.

(d) No litigation or other proceedings, or the threat thereof, for the taking of all or any portion of the Property by eminent domain or condemnation.

ARTICLE IV Purchaser's Right of Inspection; Due Diligence Period

4.1 Purchaser's Right of Inspection. Purchaser shall have until the end of thirty (30) days following the Effective Date of this Agreement to perform its due diligence inspection of the Property (the "**Due Diligence Period**"). Purchaser and/or its designees shall have the right, upon reasonable notice to Seller, at its own risk, cost and expense to enter, or cause its agents or representatives to enter upon the Property for the purpose of making surveys, engineering or other tests, test borings, physical inspections, investigations, architectural, structural, economic, financial, environmental and other studies of the Property as Purchaser may deem desirable to evaluate the Property. In addition, Purchaser shall further have complete access to all documentation, agreements and other information in the possession of Seller related to the ownership, use and operation of the Property, and shall have the right to make copies of such documentation. Purchaser shall indemnify and hold Seller harmless for all reasonable costs and

expenses incurred by Seller in connection with any loss or damage (including any property damage or personal injury) to the Property resulting from Purchaser's entry onto the Property. Purchaser shall only be liable for actual damages and shall not be liable for any punitive, speculative or consequential damages.

4.2 Right of Termination. Purchaser shall have until expiration of the Due Diligence Period to, in Purchaser's sole, absolute and nonreviewable discretion, terminate this Agreement, for any or no reason, by giving written notice thereof to Seller (the "**Termination Notice**"). If Purchaser gives the Termination Notice, then this Agreement shall terminate, the Earnest Money shall be returned to Purchaser, and this Agreement shall be of no further force and effect and neither party shall have further liability to the other under this Agreement, except for Purchaser's obligation to indemnify Seller under Section 4.1 hereof. In the event Purchaser does not terminate this Agreement as provided in this Article 4 during the Due Diligence Period, Purchaser and/or its designees shall have the continued right through the Closing Date to examine and review all such data, inspect the Property, survey the Property and make other tests and analyses as it deems necessary or desirable, subject to the indemnity provisions of Section 4.1 above.

4.3 Due Diligence Materials. To the extent not already delivered to Purchaser, Seller shall procure and deliver to Purchaser promptly (but no more than seven (7) business days) after the Effective Date, to the extent in the possession or control of Seller, (a) copies of the most current title reports and policy, (b) all recorded instruments and exceptions referred to in said title material, and (c) a copy of Seller's most current survey for the Property. In addition, Seller shall provide Purchaser with such other documentation, agreements and other information in the possession of Seller related to the ownership, use and operation of the Property as Purchaser requests.

ARTICLE V Title

5.1 Title. Title to the Land and Improvements shall, as a condition of Closing, be indefeasible, merchantable and marketable, good of record and in fact, and insurable without exception at standard rates by a licensed title insurance company (the "**Title Company**"), free of all encumbrances, liens, judgments, tenancies and covenants, except as otherwise may be agreed to by Purchaser (the "**Permitted Exceptions**").

5.2 Commitment. Purchaser shall promptly order an A.L.T.A. title insurance commitment (the "**Commitment**") from an appropriate title and abstract company of its choosing (the "**Title Agent**") which shall commit to issue to Purchaser upon recording of the Deed, an owner's policy of title insurance ("**Title Policy**") in the amount of the Purchase Price subject only to the Permitted Exceptions. Said Commitment shall agree to insure the proposed title of the Purchaser to the Property, without any exception for creditors' rights, to the extent as allowed to be exempted from a Georgia title insurance policy.

5.3 Survey. Promptly after execution of this Agreement by both parties, Purchaser may order a current survey of the Property ("**Survey**") prepared by a surveyor selected by Purchaser (the "**Surveyor**"), with respect to the Property.

5.4 Title and Survey Defects. Within twenty (20) days after the Effective Date (“**Title Objection Date**”), Purchaser shall have the right to notify Seller in writing as to those title exceptions listed in the Commitment or shown on the Survey as to which it objects (the “**Objections Notice**”). Notwithstanding the foregoing, Seller shall remove any mechanic’s liens, judgment liens or deeds of trust or other financing or monetary liens (collectively, “**Monetary Liens**”) affecting the Property, and shall remove any matter first appearing after the effective date of the Title Commitment. Seller shall satisfy the matters listed in Purchaser’s Objections Notice or indicate whether it elects to attempt to cure any such objections, other than Monetary Liens which shall be removed by Seller in accordance with the immediately preceding sentence. If Seller elects not to cure any matters objected to by Purchaser, or if Seller is unable to effect a cure prior to the Closing Date for any matter it had previously elected to cure, then Purchaser shall have the option (the “**Title Election**”) to either (i) terminate this Agreement, the Earnest Money shall be returned to Purchaser, whereupon the Parties hereto shall have no further obligations hereunder (except as set forth below and for obligations which expressly survive the termination of this Agreement), or (ii) proceed with Closing, in which event the Purchase Price shall be reduced by an amount equal to the amount required to cure any such objection and Purchaser shall be deemed to have waived any objection to any other matters identified in the Objections Notice. If Seller notifies Purchaser that Seller does not intend to attempt to cure any title objection, or if, having commenced attempts to cure any objection, Seller later notifies Purchaser that Seller will be unable to effect a cure thereof, Purchaser shall, within two (2) days after such notice has been received, notify Seller in writing whether Purchaser elects to accept the conveyance under clause (ii) above or to terminate this Agreement under clause (i) above (it being understood, however, that in the event Purchaser does not notify Seller at all within such two (2) day period, this Agreement shall be terminated under clause (i) above).

ARTICLE VI Representations and Warranties of Seller

Seller hereby represents and warrants to Purchaser that the following are true and correct in all material respects as of the Effective Date:

6.1 Authority. Seller has full and absolute power and authority to enter into this Agreement and all ancillary documents delivered pursuant hereto, and to assume and perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by the Seller of its obligations hereunder has been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of the Seller. The execution and delivery of this Agreement and all documents required under this Agreement by Seller, and the consummation of the transactions described herein, are and will be binding on Seller and do not and will not cause Seller to be in violation of any law, ordinance, order or requirement or of any agreement or contract to which Seller is a party. No additional signatures, waivers or consents are required from any third party in order to consummate the transactions under this Agreement with Purchaser.

6.2 Legal Action Against Seller. There are no judgments, orders, or decrees of any kind against Seller unpaid or unsatisfied of record, nor, to the best of Seller’s knowledge, is there any legal action, suit or other legal or administrative proceeding pending before any court or

administrative agency relating to the Property which would adversely affect the Property for its present use.

6.3 Foreign Person. Seller is not a “foreign person” as that term is defined in the Internal Revenue Code of 1954, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Internal Revenue Code Section 1445 to withhold and pay over to the Internal Revenue Service any part of the “amount realized” by the Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under Internal Revenue Code Section 1445).

6.4 Compliance with Existing Law. Seller has not received any notice of any violation of any law, municipal or other governmental ordinances, including, without limitation, zoning ordinances, building, fire or safety codes, or environmental laws, or of any restrictive covenants against or affecting the Property, or any part thereof, nor does Seller have knowledge of any facts which constitute such a violation. Seller has not proffered any improvements or alterations to the Property to any governmental authority, nor has Seller entered into any other form of building commitment relating to the Property with any governmental authority.

6.5 Pending Condemnation. There are no pending condemnation proceedings affecting the Property or any part thereof, nor is Seller aware of any such contemplated proceedings. Seller has not made any commitment to any board, bureau, commission, department or body of any municipal, county, state or federal governmental unit or any subdivision thereof, having jurisdiction over the Property or the use or improvement thereto or to any homeowner or homeowners’ association, or to any third party to dedicate or grant any portion of the Property for roads, easements, rights-of-way, park lands or for any other public purposes, to construct any recreational facilities, to impose any restrictions or incur any other expense or obligation relating to the Property.

6.6 Liens. There are no mechanics’ liens against the Property; no claims for labor, services, profit or material furnished for constructing, repairing or improving the same, nor does Seller anticipate any such claims, except in the normal course of Seller’s business, which will be paid as of the Closing Date; no liens or conditional sales contracts have been filed; and no petitions, actions or suits to establish or enforce any such liens have been filed, nor has Seller received any notice of any intention to do so.

6.7 Environmental Matters. Seller has neither ordered, received nor possesses any environmental reports relating to the Property, nor does Seller have any such environmental reports in its possession. Seller has received no notification that any Governmental Authority, quasi-governmental authority or other person has determined or alleged that there are any violations of or unresolved liabilities under any environmental laws, statutes, ordinances, regulations, common law provisions, permits, orders, agreements, or other legally binding requirements at, related to, or otherwise associated with the Property or the operations conducted at or related to the Property relating to Hazardous Substances (as hereinafter defined), any environmental medium, natural resources, or health and safety, and, to the best of Seller’s knowledge, no such violations or liabilities exist. To the best of Seller’s knowledge, (i) no Hazardous Substances have been generated, disposed, handled, released, found or exist in, on or under the Property and (ii) no underground storage tanks currently exist, have ever existed or are located at the Property. As used

herein, "**Hazardous Substances**" means all hazardous or toxic materials, chemicals, substances, wastes, pollutants, contaminants, petroleum products, petroleum-contaminated materials or wastes, polychlorinated biphenyls, asbestos, or any other material regulated by or the presence of which could lead to investigation obligations, remediation duties, or other liabilities under any environmental law, including, without limitation, any material currently identified as a hazardous substance, extremely hazardous substance, hazardous waste, or hazardous chemical pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (commonly known as "**CERCLA**"), the Superfund Amendments and Reauthorization Act (commonly known as "**SARA**"), the Emergency Planning and Community Right-To-Know Act, the Resource Conservation and Recovery Act (commonly known as "**RCRA**"), the Occupational Safety and Health Act, or any other federal, state, or local law, ordinance or regulation applicable to the Property

6.8 No Agreements. There are no leases, service contracts, management agreements, or other agreements or instruments in force or effect that grant to any person whomsoever or any entity whatsoever any right, title, interest, or benefit in or to all or any part of the Property or any rights relating to the use, operation, management, maintenance, or repair of all or any part of the Property.

6.9 Licenses and Permits. There are no licenses, permits authorizations or certificates of occupancy for the property.

6.10 Taxes. Seller has received no notice that the Property is subject to any special taxes, assessments or benefit charges, nor has Seller received notice of the intention of any governmental authority to impose any such special taxes, assessments or benefit charges. There are no pending tax appeals affecting the Property.

ARTICLE VII Covenants of the Seller

Seller hereby covenants and agrees that during the period between the Effective Date and the Closing Date, Seller shall perform and observe the following covenants and obligations:

7.1 Bills and Claims. All bills and claims for labor performed and materials furnished to Seller for the benefit of the Property during the period preceding the Closing Date shall be paid in full at or prior to Closing, and there shall be no mechanics' or materialmen's liens (whether or not perfected) or any other monetary liens on or affecting Seller's interest in the Property at the Closing Date.

7.2 Creation of Encumbrances. Seller shall not hereafter create or consent to the imposition of any lien, lease, easement, restriction, covenant, condition or other encumbrance upon the Property which would be binding upon Purchaser or the Property following the Closing without, in each instance, the prior written consent of Purchaser, which may be withheld in Purchaser's sole discretion.

7.3 Notice to Purchaser. Seller shall notify Purchaser promptly of the occurrence of any of (i) receipt of notice of eminent domain proceedings or condemnation of or affecting the Property, or any portion thereof; or (ii) receipt of notice from any governmental authority or quasi-

governmental agency relating to any violations of, or the condition, use or occupancy of the Property, or any portion thereof.

ARTICLE VIII Conditions Precedent

8.1 Conditions Precedent. The obligation of Purchaser to purchase the Property and to perform the other covenants and obligations to be performed by it on the Closing Date shall be subject to the following conditions:

8.1.1 Covenants. Seller shall have performed all of its covenants, agreements and obligations under this Agreement.

8.1.2 Representations and Warranties. All of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date.

8.1.3 Title. There shall be no exceptions to title to the Property other than the Permitted Exceptions, and the Title Company shall be unconditionally prepared to issue a title policy (subject only to the payment of the premium) consistent with the requirements of Section 5 of this Agreement, and showing no exceptions except as disclosed in the Title Commitment not objected to by Purchaser pursuant to the provisions of Section 5 above. There shall be no tenants, leases, or any other rights of occupancy or possession of the Property.

8.1.4 Condition of the Property. No material adverse change in the condition of the Property subsequent to the expiration of the Due Diligence Period shall have occurred or exist, nor shall there have occurred any change of any law, rule or regulatory requirement which would materially and adversely affect the zoning entitlements and/or development rights attendant to the Property or the construction of any improvements, including without limitation the imposition of any restrictions on the uses or maximum available developable rights at the Property.

8.1.5 Closing Deliveries. Seller shall have performed its obligation to deliver the documents set forth in Section 2.2 above.

8.2 Failure of Conditions Precedent. In the event all of the foregoing conditions precedent are not satisfied as of the Closing Date, Purchaser shall have the right to either (i) waive in writing such unsatisfied condition(s) precedent and proceed to Closing (which waiver shall not constitute a waiver of any breach by Seller of inaccuracy of Seller's representations or warranties), (ii) direct Seller to satisfy such conditions if there is an obligation for Seller to do so, and defer the Closing Date until so satisfied, or (iii) terminate this Agreement in accordance with Section 12 below. Notwithstanding the foregoing, nothing in this Section 8.2 shall serve to modify Seller's obligations in the event of Seller's breach or default as provided in Section 12 below.

ARTICLE IX Representations and Warranties of Purchaser

Purchaser warrants and represent to Seller that the following are true and correct in all material respects as of the Effective Date:

9.1 Authority. Purchaser is a public body and instrumentality of State of Georgia. Purchaser has full and absolute power and authority to enter into this Agreement and all ancillary documents delivered pursuant hereto, and to assume and perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by the Purchaser of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of the Purchaser. The execution and delivery of this Agreement and all documents required under this Agreement by Purchaser, and the consummation of the transaction described herein, are and will be binding on Purchaser and do not and will not cause Purchaser to be in violation of any law, ordinance, order or requirement or of any agreement or contract to which Purchaser is a party. No additional signatures are required to bind Purchaser.

9.2 Legal Action Against Purchaser. To Purchaser's knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record which would adversely affect the Closing hereunder, nor any legal action, suit or other legal or administrative proceeding pending before any court or administrative agency.

ARTICLE X

Risk of Loss

10.1 Risk of Loss. Until recordation of the Deed, the risk of loss or damage to the Property or any portion thereof shall be assumed by Seller who will promptly notify Purchaser in writing as to the occurrence, extent and estimated cost of repair of the damage. In the event of damage to the Property by fire or other casualty, act of God or any other event, Purchaser, at its sole option exercised within twenty-one (21) days of receiving notice of such event or within three (3) business days after the outside date for the Closing, if sooner, shall have the right to (a) terminate this Agreement, and upon such termination, the Deposit shall be refunded to Purchaser; or (b) close, in which event, the insurance proceeds as well as any deductible amount and any unpaid claims or rights in connection with such casualty, shall be assigned to Purchaser at the Closing or, if paid to Seller prior to Closing, shall be credited at the Closing against the Purchase Price. Purchaser shall have the right to participate in the negotiations and settlement of any casualty-related claim in the event Purchaser elects to proceed with Closing. No settlement of insurance proceeds shall occur without Purchaser's consent.

ARTICLE XI

Condemnation

11.1 Condemnation. Seller agrees to give Purchaser written notice of any action or proceeding instituted or pending, in eminent domain or for condemnation affecting any part of the Property, promptly after Seller's receipt thereof. If, prior to the Closing Date, all or any part of the Property is taken by condemnation or eminent domain proceeding or other transfer in lieu thereof, this Agreement may be terminated at the option of Purchaser by written notice to Seller given within ten (10) days after Seller gives Purchaser the notice of such condemnation, and upon such termination, the Deposit shall be refunded to Purchaser. If Purchaser elects not to terminate this Agreement, then this Agreement shall remain in full force and effect, and Seller shall at Closing: (i) to the extent the condemnation is consummated prior to Closing, credit the Purchase Price in the amount of any condemnation award received by Seller prior to Closing; or (ii) to the

extent the condemnation is not consummated prior to closing, assign to Purchaser all rights of Seller to the condemnation award, and there shall be no reduction in the Purchase Price.

ARTICLE XII

Default

12.1 Purchaser's Default. If Purchaser, through no action, inaction or fault of Seller, fails to consummate the purchase and sale contemplated herein after all conditions precedent to Purchaser's obligation to consummate such transactions have been satisfied or waived by Purchaser, this Agreement shall terminate, and neither party shall have any further obligations or liabilities to any other party, except for Purchaser's obligation to indemnify Seller under Section 4.1 hereof.

12.2 Seller's Default. If Seller, through no action, inaction or fault of Purchaser, has failed, refused, or is unable to consummate the purchase and sale contemplated herein by the Closing Date, or if Seller has breached a representation, warranty, covenant or other agreement herein, Purchaser may (i) terminate this Agreement, (ii) avail itself of any legal or equitable rights (including, without limitation, the right of specific performance and/or money damages which Purchaser may have at law or in equity or under this Agreement), or (iii) without waiving its rights, proceed to Closing. Seller acknowledges and agrees that the remedy of specific performance is an appropriate remedy as provided for hereunder.

ARTICLE XIII

Broker

13.1 Broker. The Parties hereto agree and represent to each other that no broker, agent, or finder (each, a "**Broker**") has been engaged by Purchaser or Seller. To the extent permitted by law, Purchaser agrees to indemnify, defend, and hold harmless Seller from and against the claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with Purchaser and relating to the purchase and sale of the Property or this Agreement. Seller agrees to indemnify, defend, and hold harmless Purchaser from and against the claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with Seller and relating to the purchase and sale of the Property or this Agreement. The provisions of this Section shall survive Closing or any cancellation or termination of this Agreement.

ARTICLE XIV

Miscellaneous

14.1 Notices. All notices, demands and all other communications that may be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person or sent by email with a hard-copy to follow by U.S. mail or by a nationally recognized overnight courier service, to the addresses set forth below. Such addresses subsequently may be amended by written notice to the other parties. For purposes of this Agreement, the time of actual delivery, if made in person or by overnight courier, or three (3) business days after the date of postmark, if by mail, shall be deemed the date of notice, demand or other communication.

To Seller: CWM Newnan Properties LLC
P.O. Box 1715
Newnan, Georgia 30264

With a copy to:

To Purchaser: Coweta County, Georgia
Attn: County Administrator
22 East Broad Street
Newnan, Georgia 30263

With a copy to: Nathan T. Lee, Esq.
Glover & Davis, P.A.
10 Brown Street
Newnan, Georgia 30263

14.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (but not including the choice of law rules thereof). Any and all disputes arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Coweta County and the Parties expressly consent to venue and jurisdiction therein.

14.3 Business Days. As used herein, the term "business day" shall mean any calendar date except Saturday, Sunday or a legal banking holiday in the State of Georgia. All other "days" shall mean and refer to all calendar dates without regard to weekend or holiday dates. Any reference to an hour of the day shall mean and refer to the official time maintained by the State of Georgia.

14.4 Counterpart Copies. The parties hereto agree that Purchaser and Seller may use facsimile copies of this Agreement in order to bind the parties to its terms and conditions and, in such event, receipt of same shall be confirmed by electronic or telephonic confirmation. Within two (2) days of the resulting Effective Date, the parties agree to cooperate with each other to provide each other an original signed counterpart, each of which shall constitute one and the same instrument.

14.5 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

14.6 Assignment. This Agreement shall not be assignable by either party without the express written consent of the other party.

14.7 Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions statements,

warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

14.8 Survival. The provisions of this Agreement and the representations and warranties herein shall survive after the conveyance of title and payment of the Purchase Price for a period of one (1) year after Closing and shall not be merged therein.

14.9 Agreement Not to Market. Seller agrees that from and after the Effective Date, and prior to any termination or settlement hereunder, Seller shall take the Property off the market and not solicit or accept any offers nor engage in any discussions concerning the sale of the Property or any interest therein or in the Seller, other than the transaction contemplated herein.

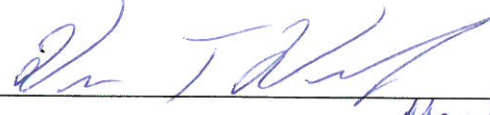
14.10 Waiver of Trial by Jury. The respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

14.11 Prevailing Party. Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing) or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction.

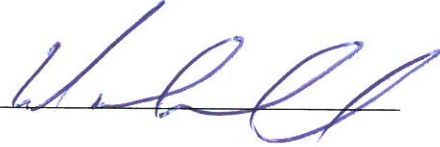
14.12 Current Title to Property. The parties hereto understand that the Property is currently owned by the Seller and it is contemplated that on the Closing Date the Seller will transfer the Property to the Purchaser in order to consummate the Closing under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

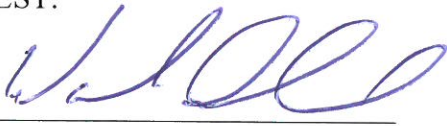
[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

SELLER:**CWM NEWNAN PROPERTIES LLC**By: 
MemberDate/Time: 2/7/23

ATTEST:

By: 
MemberDate/Time: 2/7/2023

ATTEST:



[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

PURCHASER:

COWETA COUNTY, GEORGIA

By: _____
Chairman

Date/Time: _____

ATTEST:

[SEAL]

EXHIBIT A
SURVEY

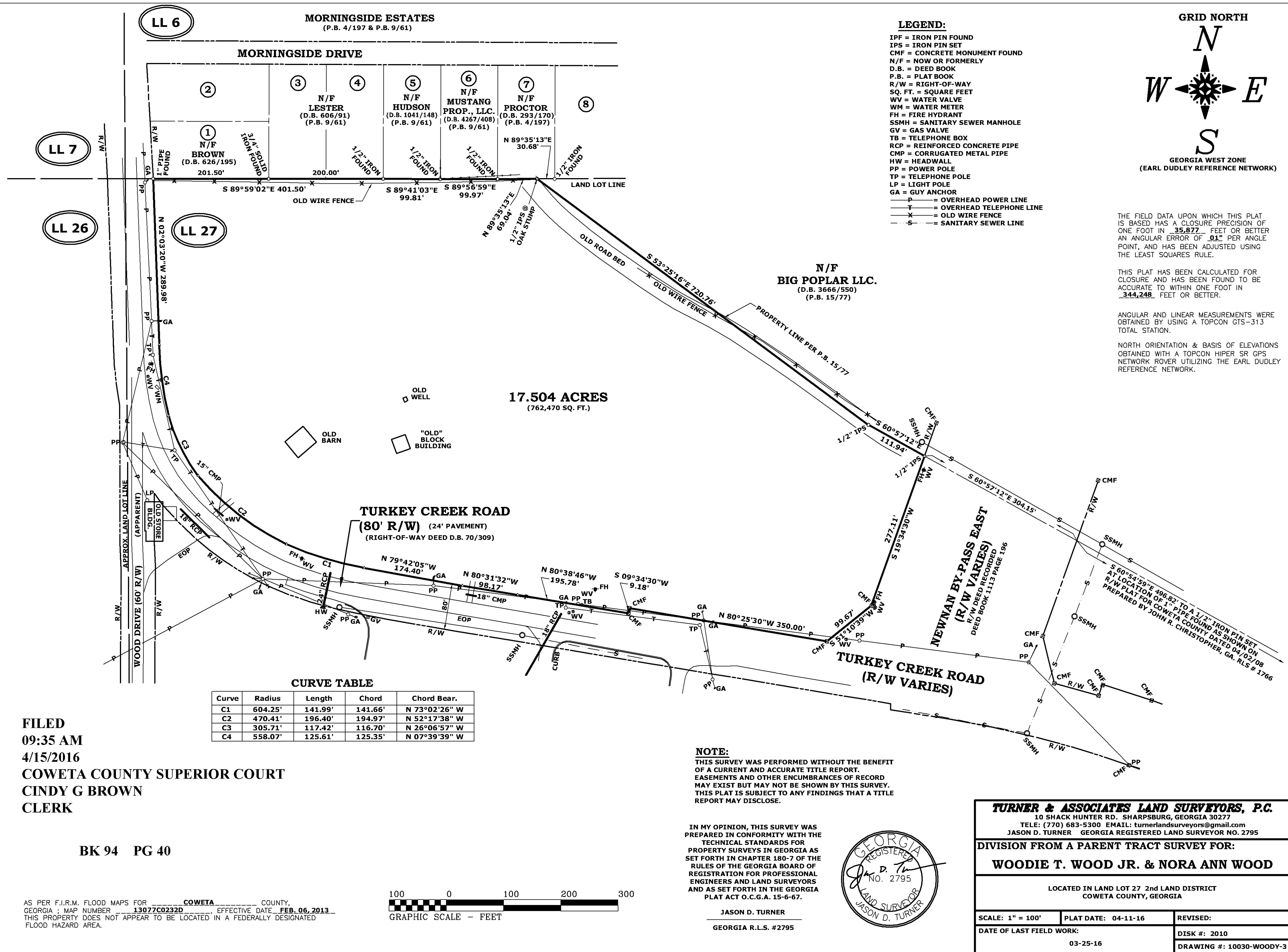


EXHIBIT B
LEGAL DESCRIPTION

All that tract or parcel of land situate, lying and being in Land Lot 27 of the 2nd Land District of Coweta County, Georgia, shown as 17.504 acres as shown on plat of survey for WOODIE T. WOOD, JR. and NORA ANN WOOD made by Turner & Associates Land Surveyors, P.C., Registered Land Surveyors, as recorded in Plat Book 94, Page 40, Office of the Clerk, Coweta County, Georgia Superior Court, reference to which plat is hereby made for a more particular and accurate description of the property conveyed herein.

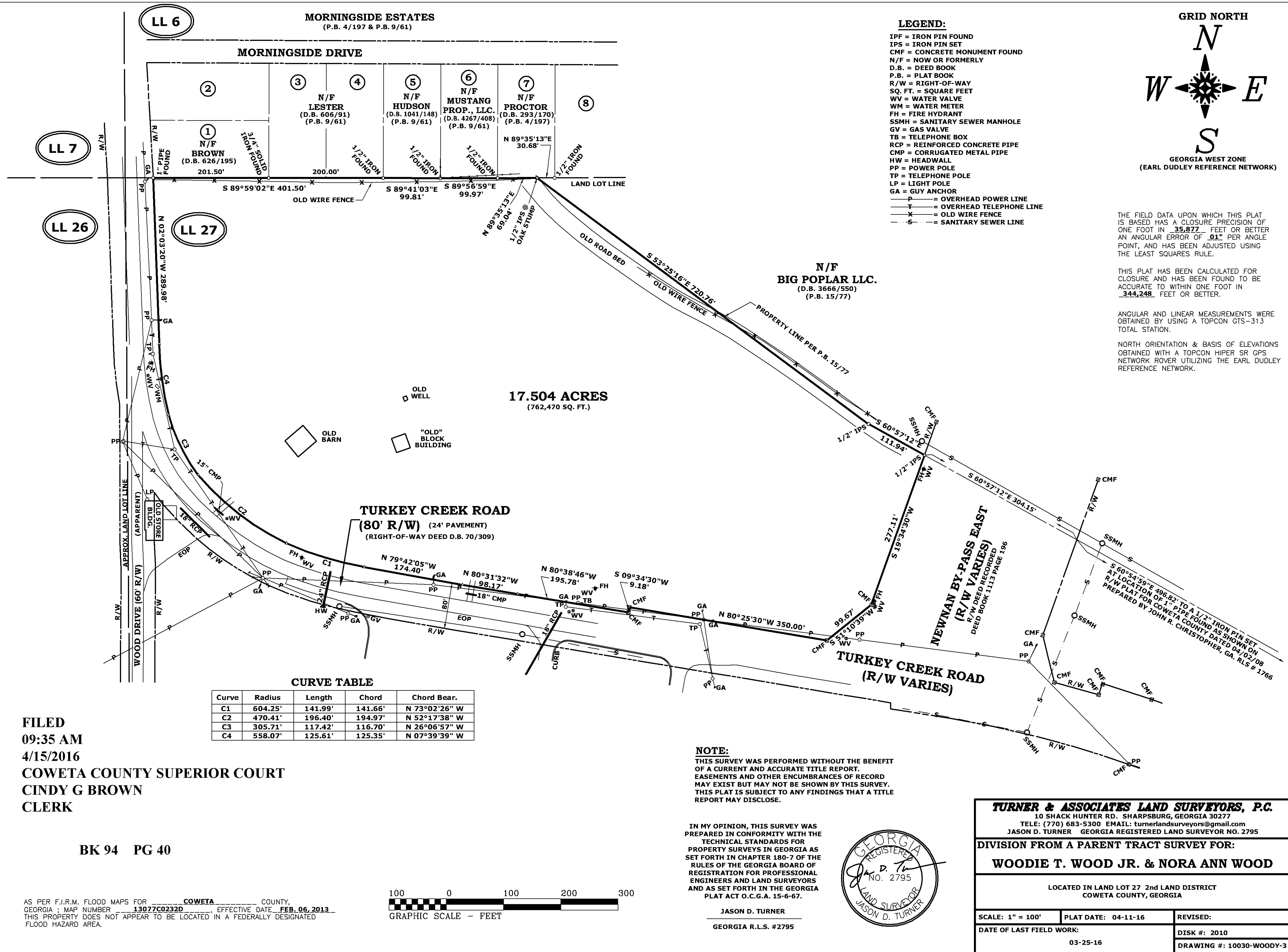


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Attachment: Exhibit B - Legal Description (13647 : Purchase and Sale Agreement for Turkey Creek Road Property (Wood Tract))



Accountability Courts

To: Coweta County Board of Commissioners

From: Jennifer Barnett, Accountability Courts Coordinator

Date: 2/10/2023

RE: FY24 CJCC Accountability Court Grant Applications

Issue: Grant applications for the Accountability Court programs (Drug Court, Veterans Court, DUI Court)

Discussion: The Coweta County Accountability Courts request approval to apply for FY24 grants through the Criminal Justice Coordinating Council (CJCC). These grants fund basic operations including personnel, therapy services, drug testing and basic supplies. Grant applicants are as follows:

- Drug Court: Application totals \$213,000 with a match requirement of 12% (\$29,045). Match will be covered by participant fees.
- Veterans Court: Application totals \$150,199 with a match requirement of 12% (\$19,240). Match will be covered by participant fees.
- DUI Court: Application totals \$197,737 with a match requirement of 12% (\$26,964). Match will be covered by participant fees and DATE funds.

Recommendation: Staff recommends that the Board approve submission of applications for the following FY24 CJCC state grant for each of the Coweta County Accountability Courts and approve the related matching funds:

- Drug Court: \$213,000, Match: \$29,045
- Veterans Court: \$150,199, Match: \$19,240
- DUI Court: \$197,737, Match: \$26,964

Staff also recommends that the Board designate the County Administrator as the Authorized Official to execute any related documents.



Juvenile Court

To: Coweta County Board of Commissioners

From: Joe Wyant, Judge

Date: 2/14/2023

RE: Family Treatment Court Grant

Issue: Family Treatment Court Grant with Matching Funds

Discussion: Coweta County Juvenile Court is requesting permission to apply for \$217,411.72 with a matching requirement of \$29,647.00 to continue operation of the Family Treatment Court. Participant fees paid to the county will help cover the matching funds requirement. The Family Treatment Court is a voluntary 18-month outpatient substance abuse treatment program with Judicial oversight. It is the mission of the Family Treatment Court to reduce foster care stays, promote family reunification, and provide treatment to parents with substance abuse issues. The grant is funded through the Criminal Justice Coordinating Council (CJCC), and is designed to fund personnel, therapy services, drug testing, and basic supplies.

Recommendation: Staff recommends that the Board approve submission of a grant application for the Coweta County Juvenile Court in the total amount of \$217,411.72 with matching funds of \$29,647.00 through the Criminal Justice Coordinating Council and designate the County Administrator as the "Authorized Official" to execute any related documents.



CACJ

14.02.2023

Welcome to the Council of Accountability Court Judges (CAJC), FY24 Grant Application. The CACJ only will accept grant applications through this electronic survey. Your court should complete this document by March 2nd to apply for state funds. **How to navigate, saving and submitting the application:** Please note the 'Previous' and 'Next' buttons at the bottom of each page. These will help you to navigate within the application. If you need to update any question at any time, you can go back to it using the previous button. All information filled in one page will be saved in our repository after you hit the 'Next' button. You do not need to answer the whole survey at once. You can save the information already provided (clicking 'Next') and come back later. The application will be submitted when you click next at the end of the survey. Please, do not click to submit the application if you have not completed it or had not downloaded the PDF Report. **To submit the application, please enter the validation code provided to you in the FY24 Accountability Court Grant Application User email.** The PDF Report that was downloaded from the online survey and other applicable attachments must be uploaded to CACJ. **The completed application packet must be uploaded by the due date of 3/4 at 5pm.** If you have questions about the grant completion or submission process, please contact Kimberly Howard, Assistant Director at CACJ at kimberly.howard@georgiacourts.gov.

Calculations: This document is arranged so that the only information you need to enter is the amount you are requesting, the units, and the number of units. The survey does the rest of the work for you. Do not worry about calculating totals. If you find a mistake in the calculations, please contact Rafael Soares, Research Analyst at CJCC, at rafael.soares@cjcc.ga.gov. All of the budget sections are summed and presented in aggregate on the report that will be sent by e-mail. **A summary of the total requested funds is also available at the end of the grant application survey.**

Narrative: On the 'Narrative' pages, please describe your court program, sustainability plan, and need for transportation costs. The Budget narrative should thoroughly and clearly describe every category of expense listed. Proposed budgets are expected to be complete, reasonable and allowable, cost-effective, and necessary for project activities. The explanation should be mathematically sound and correspond with the information and figures provided in the Budget **Request**. The explanation should explain how all costs were estimated and calculated and how they are relevant to the program.

Name of persons filling out this form

Marlowe Dix

Please enter a valid Email Address. (Note: Your application summary report will be sent out to the Email Address entered below.)

mdix@coweta.ga.us

Email Address: Please re-enter your Email Address

mdix@coweta.ga.us

Phone(xxx-xxx-xxxx):

770-254-3730

On April 24-25, 2023 who will be available to answer questions on this grant, if the committee shall have any?

Marlowe Dix



CACJ

Please provide a phone number for this person(xxx-xxx-xxxx):

770-254-3730

Please select your court name. If you are submitting a budget for an implementation court, please select 'Implementation Court' also. To select 'Implementation Court' go to the end of the court name list. To make multiple selections from the Court Name list, click the checkbox next to each court name.

☒ Coweta County Family Treatment Court

Please enter your implementation court's name:

Please select the Judicial Circuit in which your court is operating

☐ Coweta

Please select the primary program your accountability court offers

☐ Family Dependency Treatment Court

Please select the secondary program (if any) that your accountability court offers

Please select your court level

☐ Juvenile

Total Funds Requested

Please note, the Requested Funds and Total Budgeted Amount will automatically calculate and populate based on your entries in other sections. You will need to indicate the Matched Funds manually. **Please note, the required match amount for FY24 is 12%. If you do not have matching funds for one of the categories then enter 0.**

	RequestFunds	Matched Funds	
Personnel	125755	17148	142903
Contract Services	52320	7135	59455
Drug Testing Supplies	26460	3608	30068
Other Costs	2500	341	2841
Equipment	0	0	0
Training and Travel	6476.72	883	7359.72
Transportation	3900	532	4432
Total CACJ funds	217411.72	29647	

Other Funds Sources

ALL Other Funds Sources - Upcoming Fiscal Year (FY24)



CACJ

Please enter in this section the total amount your court received from other fund sources **that are not State/CJCC funds** for direct programming expenses in the **NEXT STATE Fiscal Year** (From July 1, 2023 to June 30, 2024). Make sure to select all applicable options. Please indicate whether the fund source is an annual fund source. If it is not, please provide the end date in the form mm/dd/yyyy.

Please answer all the boxes per funding sources. For 'Yes' annual fund source, please enter '01/01/2023' for 'If not annual fund source, when is the end date question'. If you do not receive funding from a source then please enter 0 for Total Funds.

	Total Other Funds	How funds are Used?								Is this an annual fund source?	If not annual fund source, when is the end date?	Status
		Drug Testing	Equipment	Evaluation	Office Supplies	Personnel	Travel Training	Treatment	Other			
Byrne-JAG Funding	0	☐	☐	☐	☐	☐	☐	☐	☐			
Community Service Boards	0	☐	☐	☐	☐	☐	☐	☐	☐			
Date Fund	0	☐	☐	☐	☐	☐	☐	☐	☐			
Financial Donations	0	☐	☐	☐	☐	☐	☐	☐	☐			
Governors Office of Highway Safety	0	☐	☐	☐	☐	☐	☐	☐	☐			
Independent 501(c)3	1000	☒	☐	☐	☒	☐	☐	☒	☐	Yes	1/1/2022 12:00:00 am	Already Approved
Juvenile Justice Incentive Grant	0	☐	☐	☐	☐	☐	☐	☐	☐			
Local Government (Municipal or County)	0	☐	☐	☐	☐	☐	☐	☐	☐			
Competitive BJA Grant	0	☐	☐	☐	☐	☐	☐	☐	☐			
Participants Fees	15260	☒	☐	☐	☒	☐	☐	☒	☐	Yes	1/1/2022 12:00:00 am	Pending
Private Foundation Grant	0	☐	☐	☐	☐	☐	☐	☐	☐			
Revenue from Lab	0	☐	☐	☐	☐	☐	☐	☐	☐			



CACJ

SAMHSA	0	☐	☐	☐	☐	☐	☐	☐	☐			
All other non-CACJ Funds	0	☐	☐	☐	☐	☐	☐	☐	☐			

Please use the provided space to provide any additional details regarding All Other Funding Sources. If you selected 'other' as an option on this section of the grant, please indicate what 'other' is.

na

Other Funds Sources

ALL Other Funds Sources - Current Fiscal Year (FY23)

The next two sections are meant to provide CACJ with a sense of how sustainable your court program is. Please enter in this section the total amount your court received from other fund sources **that are not State/CJCC funds** for direct programming expenses in the **CURRENT STATE Fiscal Year** (from July 1, 2022 to June 30, 2023). Make sure to select all applicable options. Please indicate whether the fund source is an annual fund source. If it is not, please provide the end date in the form mm/dd/yyyy.

Please answer all the boxes per funding sources. For 'Yes' annual fund source, please enter '01/01/2022' for 'If not annual fund source, when is the end date question'. If you do not receive funding from a source then please enter 0 for Total Funds.

	Total Other Funds	How funds are Used?								Is this an annual fund source?	If not annual fund source, when is the end date?
		Drug Testing	Equipment	Evaluation	Office Supplies	Personnel	Travel Training	Treatment	Other		
Byrne-JAG Funding	0	☐	☐	☐	☐	☐	☐	☐	☐		
Community Service Boards	0	☐	☐	☐	☐	☐	☐	☐	☐		
Date Fund	0	☐	☐	☐	☐	☐	☐	☐	☐		
Financial Donations	0	☐	☐	☐	☐	☐	☐	☐	☐		
Governors Office of Highway Safety	0	☐	☐	☐	☐	☐	☐	☐	☐		
Independent 501(c)3	1000	☒	☐	☐	☒	☐	☐	☒	☐	Yes	1/1/2022 12:00:00 am
Juvenile Justice Incentive Grant	0	☐	☐	☐	☐	☐	☐	☐	☐		



CACJ

Local Government (Municipal or County)	0	☐	☐	☐	☐	☐	☐	☐	☐		
Competitive BJA Grant	0	☐	☐	☐	☐	☐	☐	☐	☐		
Participants Fees	10400	☒	☐	☐	☒	☐	☐	☒	☐	Yes	1/1/2022 12:00:00 am
Private Foundation Grant	0	☐	☐	☐	☐	☐	☐	☐	☐		
Revenue from Lab	0	☐	☐	☐	☐	☐	☐	☐	☐		
SAMHSA	0	☐	☐	☐	☐	☐	☐	☐	☐		
All other non-CACJ Funds	0	☐	☐	☐	☐	☐	☐	☐	☐		

Please use the provided space to provide any additional details regarding All Other Funding Sources. If you selected 'other' as an option on this section of the grant, please indicate what 'other' is.

The Coweta County Family Treatment has been in operation for five years. The program receives \$20/week from each participant and has the ability to utilize DATE funding as approved. Our 501 (c)(3) has increased over the years due to the fundraising events that all four accountability courts have held to promote the Accountability Courts. Alone, Family Treatment has raised over \$13,000 to support the non-profit in the past few years. Our strong partnership with DFCS, local CSB, local churches, businesses and civic organizations, other non-profits within the community create an important working relationship between Family Treatment Court and our sponsors to ensure future sustainability of our growing program. Many of our local non-profits have provided housing/food/hygiene assistance to several of our participants in need

How many years of service does the coordinator position have as of March 31st of 2023? Please, use 0 (zero) if the coordinator has less of one year of service

5

Will the certified court coordinator program be completed by March 31st of 2023?

☒ Yes

Every court should strive to have the ability to continue operations in the event of a loss or significant reduction in state funds. It is the CACJ's objective to encourage courts to be sustainable in the event state funds are reduced. The CACJ wants to invest in sustainable programs. How would your program maintain operations in the event state funds were lost and your state grant were reduced or eliminated?

The Coweta County Family Treatment has been in operation for six years. The program receives \$20/week from each participant and has received a total of \$63810. Our 501 (c)(3) has increased over the years due to the fundraising events that all four accountability courts have held to promote the Accountability Courts. Alone, Family Treatment has raised over \$15,000 to support the non-profit over the years. Our strong partnership with DFCS, local CSB, local churches, businesses and civic organizations, other non-profits within the community create an important working relationship between Family Treatment Court and our sponsors to ensure future sustainability



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of our growing program. Many of our local non-profits have provided housing/food/hygiene assistance to several of our participants in need. The program will explore other funding options through state and national grants.

How much local funding has your court requested? How much has been approved?

We are very fortunate to have the support of our county administrators. The county provides Family Treatment Court a space in the Juvenile courthouse, utilities, phone and IT services therefore cutting costs dramatically. We are also provided a county vehicle that is shared among the other Accountability Courts. The county pays for fuel and maintenance for the vehicle. The county also provides copiers, paper and other office supplies, as needed.

Have you experienced any barriers in obtaining local funds from the counties within your circuit? If so, what are they?

We have not had any issues.

Instructions: Please report the Weeks and Hours worked only for the percentage of time that you are requesting. That is, if a staff member is full time, but you are only requesting a portion of their salary, report only the hours and weeks for which you are requesting funds. Additionally, please indicate whether the selected position is new. Benefits will be calculated based on the salary amount requested. If a position title is not available in the drop down list, this is not an allowable position with CACJ grant funds. Please remember to update your Matched Funds on the General Information page to represent Total Personnel Funding for your court. **Please answer the first row for the following question.**

Position Title	Hours per Week	Hourly Rate	Weeks Requested	New Position	
Program Coordinator	40	26	52	☐	54080
Clinical Case Manager	10	26	52	☐	13520
Lab Technician/Drug Screen Collector	10	24	52	☐	12480
Program Case Manager	29	17	52	☐	25636

Please detail what the personnel funds requested will be used for in the box below. What will the positions requested be doing? How will they work with your court?

Coweta County houses four Accountability Courts and have found it most cost effective to share specific staff members across the programs to better serve our participants needs. The coordinator is needed for handling all administrative/financial duties and make sure the program is operating to the State's standards. A part time case manager is able to focus on not only program requirements, but also assist the participants with housing, education assistance, and any other needs of participants that are in need of immediate assistance. The clinical case manager (shared) plays a vital role in crisis intervention, assessing high risk/high needs individuals needing immediate attention/assistance. This position has been proven critical to our participants with mental health needs or those in active addiction. The lab technician (shared) is needed to operate the in-house drug testing facility and perform required maintenance of the equipment.

Instructions: Please report the type of fringe benefits that you are requesting per personnel along with the amount requested per benefit requested. The 'Total Anticipated Cost' will be calculated based on the 'Benefit Amount(s)' requested. **Note: 2023 FICA tax rate is 7.65%.** Please use this percentage when calculating 'Benefit Amount' for FICA. Please remember to update your Matched Funds on the General Information page to represent Total Personnel Funding for your court. **Please answer the first row for the following question.**

The total anticipated cost for each position title should match the total salary request from Personnel Request Page. The following salary requested amount for each position is provided for your reference. Position 1: 54



CACJ

Position 2: 13520 Position 3: 12480 Position 4: 25636 Position 5: 0 Position 6: 0 Position 7: 0 Position 8: 0 Position 9: 0
Position 10: 0

	Benefit 1	Amount 1	Benefit 2	Amount 2	Benefit 3	Amount 3	Benefit 4	Amount 4	
Position 1:	FICA	3353	Health Insurance	0	401K/Pension	3245	Life Insurance	122	6720
Position 2:	FICA	838	Health Insurance	4250	401K/Pension	811	Life Insurance	30	5929
Position 3:	FICA	774	Health Insurance	4250	401K/Pension	749	Life Insurance	28	5801
Position 4:	FICA	1589	Health Insurance		401K/Pension		Life Insurance		1589

Please use the provided space to provide any additional details regarding fringe benefits requested.

N/A

Instructions: Contracts and MOUs are those for whom you are not paying fringe benefits. These may be treatment providers, surveillance personnel, life skills programming providers or other professionals. Only include the number of hours or units you are asking the CACJ to fund. Please remember to update your Matched Funds on the General Information page to represent Total Contracts and MOUs Funding for your court. **Please answer the first row for the following grid question.**

A program case manager's duty may include preparing court orders, data collection, preparing documentation for staffing sessions/court, and assisting with other administrative duties in support of the court. A treatment case manager may perform individual counseling, program assessment and/or reassessment, and facilitates participant linkage to ancillary services.

Position Title	Rate Unit	Rate Per Unit	Total Units Requested	Anticipated Number of Participants able to serve per rate	Provider Type	Total Requested Cost
Treatment Provider	Per month	250	12	20	CSB	3000
Law Enforcement Surveillance Officer	Per hour	42	260	20	Sheriff's Department	10920
Treatment Provider	Per month	3200	12	20	Non-CSB	38400

County Drug Testing Lab Contract

Rate Per Test	Number of Panels Tested per Rate	Number of Tests Requested	Total
8	10	3120	24960

Please describe how your contract with the county for drug lab services breaks down the cost per test in terms of personnel, testing supplies, and reagents.

The Accountability Court Manager and the Lab Technician created a spreadsheet that accounts for cups, reagent cost per test, water for Siemens system, gloves, labels, ink, etc. Reagent cost per test ranges from \$.65-.95. We periodically test full panel with all 16 reagents, which costs the lab \$10.86 for reagents alone. If we add in water, cup, gloves, labels, ink, etc., that increases the cost by \$.61 per test, creating a full panel drug screen that costs \$11.47 (including synthetics). We have reduced lab costs, by testing on 6-10 panels for half of the drug screen.



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Averaged out, the drug screens will cost \$8 per screen per participant. All of the Accountability Courts utilize the same lab, so this is effective for all four courts. Confirmation tests are needed to allow participants the option to re-test a positive drug screen when they deny any drug/alcohol use. With the new drug trends, we often purchase dip sticks that range from \$1.50 per test to \$4.95 to test for designer drugs.

Please use the provided space below to describe how the Contracts and MOUs requested will be work with your court program.

Pathways (CSB) has provided all treatment needs of the participants from the beginning, but due to recent staffing issues, RBM Inc has agreed to assist with the majority of services for a flat fee of \$3200/month. Pathways will still provide some services, but RBM will be the primary treatment provider. They will conduct evidence based-groups, individual counseling, parenting, and other requirements of the program. Law enforcement/Surveillance has been proven the best way to maintain accountability after participants complete their daily assignments. All four Coweta Accountability Courts share four surveillance officers who rotate the patrols on their off-time averaging about five hours a week per court. This has been proven cost effective and we are able to monitor more participants weekly.

Does your Court utilize or Operate a Local Lab?

☒ County Run Lab

Consumables

Consumables Options	Unit	Cost Per Unit	Total Units Requested	Total Amount Requested
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Monitoring Equipment

Monitoring Equipment Options	Unit	Cost Per Unit	Total Units Requested	Total Amount Requested
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Confirmation or Lab Test

Confirmation or Lab Test Options	Average Cost Per Test	No. Tests Requested	Total Amount Requested
Redwood	75	20	1500

Onsite Devices (Instant Tests)

Onsite Devices Options	Company Used	Panels Tested	Cost per Unit	Units	Total Units Requested	Total Amount Requested
------------------------	--------------	---------------	---------------	-------	-----------------------	------------------------

Please use the provided space to provide any additional details regarding drug testing supplies. If you selected 'other' as an option on this section of the grant, please indicate what 'other' is.

Confirmation tests are needed to allow participant an option to re-test a positive drug screen when they deny any alcohol/drug usage. With the rise in designer drugs and synthetics such as Kratom, Delta 8, and Fentanyl confirmation tests allow drug lab to send off to further test the sample.

Please include all other cost that is less than \$5,000 here. Other cost may include medication for participants, housing/relocation assistance, rent, teleconference cost, internet, etc. Please remember to update your Matched Funds on the General Information page to represent Total All Non-Drug Testing Supplies Funding for your court.

Please answer the first row for the following grid question.

Other Costs Type	Cost per Unit	Total Units Requested	Total Requested Amount
housing assistance	500	5	2500
			750



CACJ

		750
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Please use the provided space to provide any additional details regarding the supplies and other costs you are requesting.

Stability is imperative for the success of our participants. Housing has been a real challenge in Coweta County over the last couple of years due to the pandemic and an EF-4 tornado that demolished a major section of the county. The average rent cost in Coweta is \$1400. Funding would help participants with initial start up deposits on a case by case basis. Most rentals in the area require first, last and current month's rent. Funding would also help to provide with emergency housing situations that have come about due to inflation and higher cost of living.

Instructions: The 20223 CACJ Annual Training Conference travel costs will calculate based on the conference location (the Classic Center - Athens, GA). Your court is allowed up to 8 attendees, per court (Family Treatment Courts can request up to 10 attendees due to court team makeup). Mileage should be calculated from your court's location to the conference location. Mileage expenses will automatically calculate when the number of miles is entered. Please enter the number of team members attending the conference and please note that the total per diem requested automatically populates within the total anticipated costs. Next, please enter the number of nights your team will stay in a hotel (this number will be 2 or 3 only). Then enter the number of hotel rooms needed to accommodate your team members. Please note that the total anticipated costs increases when you enter the number of hotel rooms. Expenses for the hotel and mileage will be calculated in accordance with the State of Georgia Statewide Travel Regulations. Further, the 2023 CACJ Annual Training Conference requests should include no more than three nights of lodging per/person, if your courts is located more than 51 miles or more from the conference venue; mileage expenses (\$0.655/mile) for attendees to and from the conference venue, if your court is located less than 51 miles from the conference venue; and per diem expenses for meals if your court is located 51 miles from the conference venue. Attendees are expected to carpool when able. The CACJ will provide breakfast and lunch to conference attendees. The total per diem/per person is \$108.00, which takes into account the meals provided. Fully describe your matched funds (to include calculations) in the narrative section below. Please remember to update your Matched Funds on the General Information page to represent Total Training and Travel Funding for your court. Other In-State Training and Travel Requests should be requested in accordance with the State of Georgia Statewide Travel Regulations. **Please answer the first row for the following grid question. If you are not asking for hotel rooms please enter 0 in the respective fields.**

Court Team Name	Mileage (roundtrip) Total	No. Team Members	Total Hotel nights per room	No. Hotel Rooms	TotalRequest
coweta county family treatment court	224	10	3	10	6476.72

Please use the provided space to provide any additional details regarding your court's request for funding to attend the CACJ Annual Conference

N/A

Instructions: If you are requesting funds to intra-circuit mileage or mileage for other training opportunities in the state, please use the grid below. Courts may request funds for in-state ONLY evidence-based training or other applicable accountability court training (virtual, in-person, or asynchronous opportunities). NOTE: Mileage costs will automatically calculate. Include the roundtrip mileage for a SINGLE trip and then the number of trips you intend to make. If the court is not requesting funds for training or mileage, enter 0 (zero) in the respective column. **Please answer the first row for the following grid question.**

Court Staff/Contractor Name	Training Cost	Mileage (roundtrip)	Number of Trips	TotalRequest
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Please use the provided space to provide any additional details regarding mileage use or training requests. Please indicate the curriculum training requested, the cost of training, and how the training is conducted (asynchronous, in-



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person, virtual, etc). If you are requesting mileage between counties, please list the distance between those counties and how many participants were served in each of those counties.

N/A

If you are applying for multiple courts, please list the courts.

How many participants do you anticipate will participate in your proposed transportation project (from July 1, 2023 - June 30, 2024)? If you are applying for multiple courts, please list the court name then the number of participants.

20

How many new participants will your court add if the proposed transportation project is funded? If you are applying for multiple courts, please list the court name and then the number of participants.

5

Please fully describe your proposed transportation project. Include why the project is needed and cannot be funded by other sources.

Transportation has been an issue with potential participants wanting to participate in the Family Treatment Court and those that are currently in the program. Coweta County is a fairly large county with an abundance of rural area's where many of our participants reside. We have found that Lyft/Uber has been effective in our transportation plan. Because of inflation, the average Lyft ride is \$12.60 one way totaling \$25.20 round trip. This instant service has been effective for the participants that need to get to appointments that extend beyond the limits of the County. It has also been a reliable resource for participants that either don't have working transportation or a valid drivers license that need to make it to groups, therapy and random drug screening in a timely manner

If there are additional items regarding your transportation program, please include them in the space below.

If you are requesting ANY transportation funding, you are required to complete the Transportation Narrative. If you do not complete this information, your transportation request may not be considered. Please remember to update your Matched Funds on the General Information page to represent Total Transportation Funding for your court.

Please answer the first row for the following grid question.

	Rate Unit	Rate per Unit	Total Units	Under Contract?	TotalRequest
Private Transportation (Uber/Taxi)	per Trip	13	300	No	3900

In the budget priority column, select the budget priority level for each section. In the box provided, give us a brief rationale for your prioritization choice. Please do not select the same level twice.

Budget Priority							Priority Reasoning
First	Second	Third	Fourth	Fifth	Sixth	Seventh	



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Personnel	☒	☐	☐	☐	☐	☐	☐	staff is crucial to the daily operations of the program.
Contract Services	☐	☒	☐	☐	☐	☐	☐	treatment providers are vital to the participants success in their recovery process.
Drug Testing Supplies	☐	☐	☒	☐	☐	☐	☐	drug testing is the key to holding the participants accountable.
Other Costs	☐	☐	☐	☐	☐	☒	☐	n/a
Equipment	☐	☐	☐	☐	☐	☐	☒	n/a
Training and Travel	☐	☐	☐	☐	☒	☐	☐	training and travel are necessary to the staff and ftc team to stay educated on the latest drug trends and research.
Transportation	☐	☐	☐	☒	☐	☐	☐	transportation provides participants greater opportunities and allows access to

Please describe in detail how state grant funds are budgeted and this funding source works together with the court's other funding sources to create a comprehensive program.

Coweta County Family Treatment Court has access to multiple funding sources, including grant funding. Participant fees, and our 501(c)(3) are available to provide additional funding that is not included in the yearly grant. Participant fees are utilized to purchase graduation supplies, office supplies, and other items that are necessary to operate the program. Our 501(c)(3) is available when funding is needed for participant scholarships, such as dental work (dentures), work related items (steel toe boots), and even incentives handed out during court hearings. Over the past few years, our participants have raised over \$15,000 that was invested into the non-profit. Family Treatment Court also shares resources with the other three Accountability Courts in the county and has been proven to be cost effective.

What resources does your court share with other accountability court programs or agencies within your circuit? When applicable, CACJ strongly encourages the sharing of resources between accountability court programs and/or other agencies.

☒	Drug Lab
☒	Drug Tests
☒	Surveillance Officer Time
☒	Case manager(s)
☒	Lab Technicians

If you are not using a CSB, please explain why.

We utilized our CSB ever since the program started in 2017. However, due to frequent staff turnover and lack of trained personnel, we are shifting over to a more reliable and fully trained treatment provider, RBM, Inc. for most services offered for the Family Treatment Court. We would like to continue to utilize our CSB for assessments, medicine management, and psychiatric services, but all evidence-based groups and individual counseling will be done through RBM.

Please explain your court's current drug testing methods and why your court chose those methods.

The Accountability Courts use an on-site drug testing lab that is equipped with the most up to date drug testing supplies. Each participant is assigned a color depending on which phase they are in. The color changes as they phase up in the program. They are required to call the drug testing hotline daily after 0530 and testing hours are from 0600-0930. The colors are chosen randomly from Connexis, therefore holding the participants accountable.



CACJ

The lab tests on weekends and holidays, as well. The staff is fully trained and is in compliance with the Standards for Georgia Accountability Courts drug screening process.

CACJ encourages well-written and reasonable applications for state funding. If your court is requesting an increase of 10% or more than the total amount of state funds awarded in the fiscal year 2023, please detail the need for additional funds. CACJ will prioritize requests based on an increase in participant census.

We do have a significant increase in funding this year because we have had an issue with our local CSB and needed to find a more reliable treatment provider. Although utilizing the CSB was cost-efficient, the quality of services was not meeting expectations. There was frequent staff turnover which led to providers not being trained on the core evidence-based curriculum used in the program. We also had issues with the CSB going to CACJ funded trainings because of the MOU stating that they would have to pay for the training if they left within 2 years. We have contracted with RBM, Inc who will charge a flat rate of \$3200/month and provide all services to include groups, individual counseling, treatment plans, assessments, and all other services needed. All of the RBM, Inc staff are licensed and certified for all the evidence-based curriculums offered in FTC.

If your court has de-obligated state funds within the past two fiscal years, please explain the circumstances and the plan to prevent a de-obligation from occurring in the future.

**

If your court received a note/comment from the CACJ Funding Committee on your fiscal year 2023 grant award, please describe how your court addressed the Committee's note/comment.

Coweta County Family Treatment Court (FTC) has been in operation since October 2016. Since implementation, it has been a priority to establish partnerships with local community agencies and organizations that help support the needs of families in the FTC. FTC collects participant fees in the amount of \$20/week and collected a total of \$63,120. Funding is used for items that are not covered in the grant such as graduation and office supplies. Our 501(c)3 continues to increase due to fundraising events. FTC participants have contributed over \$15,000 from community projects over the years. Coweta County provides FTC a space in the Juvenile courthouse, utilities, phone and IT services therefore cutting costs dramatically. We are also provided a county vehicle that is shared with the other Accountability Courts. The county pays for fuel and maintenance for the vehicle. The county also provides copiers, paper and other office supplies. FTC will explore other funding options through state and national grants.

Please provide any additional information below.

Coweta County Family Treatment Court has survived two years of the Global Pandemic. We have had to learn how successfully operate in uncharted waters. It hasn't been easy, but it's still working. This court utilizes the 10 key components of drug courts, and has incorporated best practices as outlined by the National Association of Drug Court Professionals. Adherence to the ten evidence based principles has produced desirable results and we will continue to adhere to the principles. We have graduated 33 participants in the six years FTC has been operating. All resources are under one roof: including parenting classes, individual and group therapy, anger management, trauma, and domestic violence counseling. By having a full time coordinator, part-time case manager, and clinical case manager, we will be able to better serve the needs of our participants.

Initials

MD



CACJ

Passcode

9977

How much did your court collect in participant fees in the previous fiscal year? If not applicable enter 0.

8640

Please explain why your court does or does not collect participant fees.

Coweta County Family Treatment Court does collect participant fees. We have found that because the program is voluntary, there needed to be a buy in so the participants were held accountable. The participants are aware that the services and treatment that they receive are well above \$20 a week, so they don't have an issue paying \$20/week.

If participants fees are collected, how do those fees support the operations of the court? If it is not applicable, please enter NA.

The Coweta County Family Treatment Court charges a \$20/week fee. The money goes into a general fund and is used to buy graduation supplies, office supplies, special events held for participants and their children within the community and additional drug testing supplies if needed.

Are you requesting funds for personnel? (NOTE: If you are providing personnel funding as MATCH ONLY, click NO).

☒ Yes

Are you requesting funding for Contracts and MOUs? (NOTE: If you are providing Contracts and MOUs funding as MATCH ONLY, click NO).

☒ Yes

Are you requesting funds for Drug Testing supplies? (NOTE: If you are providing drug testing supplies funding as MATCH ONLY, click NO).

☒ Yes

Do you have a fixed-rate per test contract with a county drug lab for which you are requesting funds?

☒ Yes

Are you requesting funds for reagents? (NOTE: If you are providing reagent funding as MATCH ONLY, click NO).

☒ No

Are you requesting funds for supplies? (Supplies are durable items that cost less than \$5,000). (NOTE: If you are providing supplies funding as MATCH ONLY, click NO).



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☐ Yes

Are you requesting funds for Equipment? (Equipment funds are for durable goods that cost more than \$5,000.). (NOTE: If you are providing equipment funding as MATCH ONLY, click NO).

☐ No

Are you requesting funds to attend the CACJ Annual Training Conference? (NOTE: If you are providing CACJ conference travel funding as MATCH ONLY, click NO).

☐ Yes

Are you requesting additional funds for mileage and training for your court? (NOTE: If you are providing mileage funding as MATCH ONLY, click NO).

☐ Yes

Are you requesting funds to assist participants with transportation needs? (NOTE: If you are providing transportation funding as MATCH ONLY, click NO).

☐ Yes

Click on the link below to download your responses to verify your entries and ensure that your totals are consistent with your calculations. If you notice discrepancies, click the Previous button and correct your entries in the corresponding categories. If the totals from the downloaded pdf file are consistent with your calculations, click the Next button to submit your application. **The PDF report downloaded from this page must be submitted to CACJ as part of the application package.** You may keep the summary file for your records, and this will serve as a receipt confirming your CACJ has been submitted to the Criminal Justice Coordinating Council.

[DOWNLOAD PDF REPORT](#)

Remember, you will not be allowed to re-open the application and make changes. Once you submit the submission is final. Please make sure that your application is correct and complete before you move forward. If you made any corrections on your entries, please be sure that you downloaded the most updated PDF report to be submitted with the application package.

Please Click Next to Submit your Application

CACJ recognizes the need for courts to provide individualized treatment plans for participants. Further, CACJ expects that courts provide a range of services that include evidence-based curricula and ancillary services. Courts should continue to provide an adequate dosage of services.

Which evidence-based curricula does your court offer? Please, select **ALL** that apply from the list below.

☒	Anger Management
☒	Celebrating Families
☒	Cognitive Behavioral Therapy (CBT)
☒	Cognitive-Behavioral Interventions for Substance Abuse (CBI-SA)
☒	Individual Therapy/Counseling
☒	Individual-Trauma
☒	Living in Balance (LIB)
☒	Matrix Early Recovery Skills and Relapse Prevention



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☒	Moral Reconciliation Therapy (MRT)
☒	MRT - Winning the Invisible War
☒	Prime for Life
☒	Relapse Prevention Therapy (RPT)
☒	Seeking Safety
☒	Strengthening Families
☒	Thinking for a Change (T4C)
☒	Trauma Recovery and Enhancement Model (TREM)

Which ancillary services do you court provides? Please, select **ALL** that apply from the list below.

☒	Resume's Writing Assistance
☒	Job Interviewing Preparation
☒	Vocational Training Program
☒	SAT and/or GER preparation
☒	Life Skills Course
☒	Accountability Court Mentor/Mentee Program
☒	Accountability Court Alumni Program
☒	Other

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CACJ



Administration

To: Coweta County Board of Commissioners

From: Michael Fouts, County Administrator

Date: 2/17/2023

RE: Quit Claim Deeds Associated with the Abandonment of Pearl Springs Trail - 2nd District

Issue: Quit Claim Deeds Associated with the Abandonment of Pearl Springs Trail

Discussion: At a Public Hearing conducted on October 4, 2022, the Board voted to abandon Pearl Springs Trail because the layout and design of the Cresswind at Spring Haven subdivision includes and overlays properties on both sides of the roadway rendering the current alignment of the road unusable for the development.

The developer also requested that the right-of-way for the road be deeded for the use of the development.

Staff is in receipt of the Quit Claim Deeds necessary to convey the abandoned roadway and associated right-of-way.

Recommendation: Staff recommends that the Board execute Quit Claim Deeds associated with conveyance of right-of-way associated with the abandonment of Pearl Springs Trail.

Please return to:

STATE OF GEORGIA
COUNTY OF COWETA

QUITCLAIM DEED

THIS INDENTURE made this ____ day of _____, 2023 between

Coweta County, Georgia

as party or parties of the first part, hereinafter called Grantor, and

Pearl Lake LLC

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 DOLLARS and other good and valuable consideration (\$10.00) 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, the following described property:

All that tract or parcel of land lying and being in Land Lots 39, 40, and 58 of the 2nd District of Coweta County, Georgia, being shown as "Right of Way Parcel 1 Area 0.287 Acres" and "Right of Way Parcel 3 Area 1.825 Acres" as shown on Right of Way Abandonment Survey for Pearl Springs Trail and a Portion of East Gordon Road prepared by Rochester & Associates, Inc. GRLS # 003135 dated 12/2/2022 and recorded in Plat Book 101, Page 293, Coweta County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

The purpose of this deed is to convey the abandoned right of way to the adjoining landowner.

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 to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written. Signed, Sealed and delivered in the presence of:

Unofficial Witness

Notary Public

Coweta County, Georgia

By: _____ (Seal)
John Reidelbach, Chairman

Attachment: Pearl Springs Deeds (13646 : Quit Claim Deeds Regarding Pearl Springs Trail)

Please return to:

STATE OF GEORGIA
COUNTY OF COWETA

QUITCLAIM DEED

THIS INDENTURE made this ____ day of _____, 2023 between

Coweta County, Georgia

as party or parties of the first part, hereinafter called Grantor, and

East Newnan Baptist Church, Inc.

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 DOLLARS and other good and valuable consideration (\$10.00) 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, the following described property:

All that tract or parcel of land lying and being in Land Lot 58 of the 2nd District of Coweta County, Georgia, being shown as "Right of Way Parcel 4 Area 0.313 Acres" as shown on Right of Way Abandonment Survey for Pearl Springs Trail and a Portion of East Gordon Road prepared by Rochester & Associates, Inc. GRLS # 003135 dated 12/2/2022 and recorded in Plat Book 101, Page 293, Coweta County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

The purpose of this deed is to convey the abandoned right of way to the adjoining landowner.

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 to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, Sealed and delivered in the presence of:

Coweta County, Georgia

Unofficial Witness

By: _____ (Seal)
John Reidelbach, Chairman

Notary Public

Attachment: Pearl Springs Deeds (13646 : Quit Claim Deeds Regarding Pearl Springs Trail)

Please return to:

STATE OF GEORGIA
COUNTY OF COWETA

QUITCLAIM DEED

THIS INDENTURE made this ____ day of _____, 2023 between

Coweta County, Georgia

as party or parties of the first part, hereinafter called Grantor, and

KH Cresswind Spring Haven LLC

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 DOLLARS and other good and valuable consideration (\$10.00) 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, the following described property:

All that tract or parcel of land lying and being in Land Lot 58 of the 2nd District of Coweta County, Georgia, being shown as "Right of Way Parcel 5 Area 1.638 Acres" as shown on Right of Way Abandonment Survey for Pearl Springs Trail and a Portion of East Gordon Road prepared by Rochester & Associates, Inc. GRLS # 003135 dated 12/2/2022 and recorded in Plat Book 101, Page 293, Coweta County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

The purpose of this deed is to convey the abandoned right of way to the adjoining landowner.

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 to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, Sealed and delivered in the presence of:

Coweta County, Georgia

Unofficial Witness

By: _____ (Seal)
John Reidelbach, Chairman

Notary Public

Attachment: Pearl Springs Deeds (13646 : Quit Claim Deeds Regarding Pearl Springs Trail)

Please return to:

STATE OF GEORGIA
COUNTY OF COWETA

QUITCLAIM DEED

THIS INDENTURE made this ____ day of _____, 2023 between

Coweta County, Georgia

as party or parties of the first part, hereinafter called Grantor, and

John Walker Moody and Virginia Moody Holland

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 DOLLARS and other good and valuable consideration (\$10.00) 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, the following described property:

All that tract or parcel of land lying and being in Land Lot 58 of the 2nd District of Coweta County, Georgia, being shown as "Right of Way Parcel 6 Area 0.230 Acres" as shown on Right of Way Abandonment Survey for Pearl Springs Trail and a Portion of East Gordon Road prepared by Rochester & Associates, Inc. GRLS # 003135 dated 12/2/2022 and recorded in Plat Book 101, Page 293, Coweta County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

The purpose of this deed is to convey the abandoned right of way to the adjoining landowner.

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 to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, Sealed and delivered in the presence of:

Coweta County, Georgia

Unofficial Witness

By: _____ (Seal)
John Reidelbach, Chairman

Notary Public

Attachment: Pearl Springs Deeds (13646 : Quit Claim Deeds Regarding Pearl Springs Trail)

Please return to:

STATE OF GEORGIA
COUNTY OF COWETA

QUITCLAIM DEED

THIS INDENTURE made this ____ day of _____, 2023 between

Coweta County, Georgia

as party or parties of the first part, hereinafter called Grantor, and

STG East Newnan Lake, LLC

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 DOLLARS and other good and valuable consideration (\$10.00) 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, the following described property:

All that tract or parcel of land lying and being in Land Lots 39, 40, and 58 of the 2nd District of Coweta County, Georgia, being shown as "Right of Way Parcel 7 Area 0.287 Acres" and "Right of Way Parcel 8 Area 0.347 Acres" as shown on Right of Way Abandonment Survey for Pearl Springs Trail and a Portion of East Gordon Road prepared by Rochester & Associates, Inc. GRLS # 003135 dated 12/2/2022 and recorded in Plat Book 101, Page 293, Coweta County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

The purpose of this deed is to convey the abandoned right of way to the adjoining landowner.

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 to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, Sealed and delivered in the presence of:

Coweta County, Georgia

Unofficial Witness

By: _____ (Seal)
John Reidelbach, Chairman

Notary Public

Attachment: Pearl Springs Deeds (13646 : Quit Claim Deeds Regarding Pearl Springs Trail)

