

Council Meeting

AGENDA

Tuesday, October 08, 2019 6:00 PM City Hall

I. <u>CALL TO ORDER</u>

- 1. Invocation
- 2. Roll Call
- 3. Approval of Agenda
- 4. Approval of Consent Agenda
 - a. September 3, 2019 Council Minutes
 - b. September 10, 2019 Council Minutes
 - <u>c.</u> September 17, 2019 Utility Committee Minutes
 - d. September 17, 2019 Planning Commission Minutes
 - <u>e.</u> September 24, 2019 Historic Preservation Commission Minutes
 - f. August 8, 2019 Downtown Development Authority Minutes
 - g. August 8, 2019 Conventions and Visitors Bureau Minutes
 - Surplus Vehicles / Equipment Approval to surplus on GovDeals. (Recommended for Council approval by Public Works Committee October 1, 2019)
 - i. Materials for Spring Street Circuit Relocation Approval to purchase from Gresco & Anixter for \$37,648.40. (Recommended for Council approval by Utilities Committee October 1, 2019)

Labor for Spring Street Circuit Relocation - Approval for Service Electric Corp. for \$288,000.00. (Recommended for Council approval by Utilities Committee October 1, 2019)

II. PUBLIC PRESENTATIONS

1. Monroe - Walton Center for the Arts

III. PUBLIC FORUM

- 1. Public Comments
- 2. Public Hearing
 - <u>a.</u> Variance 906 Alcovy Street
 - b. Rezone 123 Plaza Trace
 - c. Rezone 143 Plaza Trace

IV. <u>NEW BUSINESS</u>

- 1. Variance 906 Alcovy Street
- 2. Rezone 123 Plaza Trace
- 3. Rezone 143 Plaza Trace
- 4. Application Beer & Wine Package Sales Chestnut Cupboard
- 5. Preliminary Plat Review 1415 East Church Street
- 6. Appointment Housing Authority
- 7. Resolution Georgia Outdoor Stewardship Program Grant
- 8. Approval Out of State Travel

V. ADJOURN TO EXECUTIVE SESSION

1. Legal Issue (s)

VI. ADJOURN

The Mayor and Council met for a called meeting.

Those Present: John Howard Mayor

Wayne Adcock Vice-Mayor Lee Malcom Council Member Myoshia Crawford Council Member Ross Bradley Council Member Larry Bradley Council Member Norman Garrett Council Member Nathan Little Council Member David Dickinson Council Member Logan Propes City Administrator

Debbie Kirk City Clerk
Paul Rosenthal City Attorney

Staff Present: Danny Smith, Chris Croy, R.V. Watts, Bill Owens, Beth Thompson, Rodney

Middlebrooks, Mike McGuire, Darrell Stone, Patrick Kelley, Sadie

Krawczyk, Chris Bailey, Beverly Harrison

Visitors: Andrew Kenneson, Sharon Swanepoel, Les Russell

I. CALL TO ORDER – JOHN HOWARD

1. Roll Call

Mayor Howard noted that all Council Members were present. There was a quorum.

2. City Administrator Update

City Administrator Logan Propes stated there's a lot of paving going on throughout the City, and thanked everyone for their patience. The striping has to be done of Alcovy Street, and there will be some intersection changes along the way. Signs will be posted with changes and dates, and notifications will be posted on social media. He stated the North Broad Streetscape Project is making progress.

3. Central Services Update

Mr. Chris Bailey stated the Phishing Fail percentage went down under Information Technology. The intern finished up her internship, and it was a good trial for the program. They have already talked with the University of Georgia about the possibility of continuing the program in 2020 with two interns. The design is 95% complete for the Police Department Building. The completed drawings will be sent out to Council around the middle of September. The construction bids will be brought to Council for approval in November, and construction should start around Thanksgiving.

II. COMMITTEE INFORMATION

1. Finance

a. Monthly Finance Report

Ms. Beth Thompson presented the monthly Finance Report. She stated all areas are trending as they should be based on budgeted revenues and expenses. The Utility Billing Staff, Brian

Thompson, and Mike McGuire visited the City of Douglas last week. They use both the Tyler Software system and Tantalus software, which is a remote meter reading software. She stated the site visit was very beneficial. Ms. Thompson explained they are implementing some of the new billing system features, such as, the robocall and email notification. The robocall will call customers to notify them their payment is past due; the calls will go out on Mondays for that week's cutoff cycle. Customers that have signed up for e-billing can also receive a past due email notice, unless they opt out of receiving it. She stated they are also looking into implementing budget billing, but that would require a rewrite in the policy.

Council Member Norman Garrett questioned issues with customers' bills not showing as paid.

Ms. Thompson stated the misapplied payments have been corrected. There was one issue with a payment that has not been found, and the customer did not have a receipt at the time.

City Administrator Logan Propes explained the issues will be addressed on an individual case-bycase basis.

b. Out of State Travel

Ms. Beth Thompson requested to travel to Nashville, Tennessee to attend the American Water Works Association Water Loss Conference from December 3-6, 2019. The conference is in regards to unaccounted for water loss. She stated water loss for the City has increased the last few years, and they have not been able to pin point the problem. The conference is only offered in the Southeast Region every four years. Ms. Thompson explained the estimated cost of \$1,659.00 will cover all expenses.

Council Member Nathan Little stated it is desperately needed. The water loss ratio for the City is too high and numerous things have been done trying to find the loss.

The committee recommends to Council approval for Beth Thompson to attend the American Water Works Association Water Loss Conference in Nashville, Tennessee, December 3-6, 2019.

Motion by Little, seconded by Malcom. Passed Unanimously.

2. Airport

a. Monthly Airport Report

Mr. Chris Bailey presented the monthly Airport Report. He stated August was a good month. The East and West Apron Projects are both complete. He explained all the paperwork has been submitted concerning the name change of the Airport.

3. Public Works

a. Monthly Solid Waste Report

Mr. Danny Smith presented the monthly Solid Waste Report. The Friday schedule will be extended again this month; the Transfer Station will stay open until 5:00 pm. The drainage project to redirect the surface water into the water treatment system is 90% complete. He explained they received a proposal from Osborn Contract Services, Inc. to repair the concrete tipping floor, but they are still discussing the pricing. An overlay material will be used instead of concrete, which will preserve the lifespan 10 to 15 years. The service date for the Automated Side Loader has been changed for more training, and so the public can be properly notified. He reviewed the schedule changes with the Labor Day Holiday.

b. Monthly Streets & Transportation Report

Mr. Chris Croy presented the monthly Streets & Transportation Report. He stated the paving is finished on Alcovy Street; the City worked along with Walton County on the project. There were approximately 23 people on site working each day, and they put out about 2,500 tons of asphalt. The sidewalk has been replaced and ADA features have been added at 202 East Spring Street, which is in front of LR Burger. He stated the crews are continuing to mow and pick up litter on the right-of-ways.

c. Purchase – Automated Leaf Vacuum Truck

Mr. Danny Smith requested approval to purchase a Pac Mac LV25 Series Vacuum Body with a 2020 Kenworth T370 chassis from Carolina Environmental Systems, for \$170,061.00. He explained the cost includes the additional \$20,061.00 to convert the unit to a right-handed cab. The automated leaf vacuum truck can be operated by a single person, instead of a three-man crew. It will be safer and reduce worker's comp injuries. The purchase uses the National Joint Powers Alliance bidding guidelines and is a budgeted CIP item.

Council and staff discussed the possible use of personnel and additional uses for the truck.

City Administrator Logan Propes explained the unit has a 250 to 280-day delivery time, because it must be built.

The committee recommends approval to purchase the automated leaf vacuum truck from Carolina Environmental Systems for the amount of \$170,061.00 to Council.

Motion by Little, seconded by Adcock. Passed Unanimously.

4. Utilities

a. Monthly Electric & Telecom Report

City Administrator Logan Propes discussed the new utility bills and customers questioning their bills being so high. He stated the City has not raised the rates; the same structure has been in place since 2012. The usage amount totals have been pulled and reviewed. It was over 90 degrees 24 times during the August billing cycle and seven of those days were over 95 degrees. He explained the more energy and water used, the higher the bill. It has been an extremely high month; there were 7 million residential kilowatt hours on the August billing. In comparison, there were 4.6 million kilowatt hours in May, 5.2 million in June, and 6.2 million in July. He explained from June to July the usage went up 20%, and then another 12% in August. The energy the City is selling and the energy the City is purchasing equal out. Mr. Propes stated the water usage went up 26% from the previous month's billing. The residential water usage was 42.5 million gallons, compared to the May usage of 33.7 million gallons. The bills are a direct correlation with the energy usage and the water usage. He explained the PCA changes some, but it is a small component on the power bill. It is a small rate which is added to meet the budget amount each month. Some months it goes up, and some months it goes down. It has been the same for over a year, without any deviation. The PCA is not a new charge, it just was not broken down to show it on the old bills.

Mr. Mike McGuire presented the monthly Electric & Telecom Report. The street light installation is moving forward on North Broad Street, about half of the lights and conduit have been installed. He discussed the over-the-top video platform from TruVista; the engineers are sending a test box

MAYOR AND COUNCIL MEETING SEPTEMBER 3, 2019 6:00 P.N

of their video offering. The over-the-top solution will be rolled out in fiber areas where cable services are not currently in place. Mr. McGuire discussed the benefits of the trip to the City of Douglas. He explained they have deployed a couple of the managed WiFi devices on the cable modem plant, and they used the monitoring system to remotely fix issues. They will be testing it further prior to offering it as an added service to the customers.

b. Monthly Water, Sewer, Gas, & Stormwater Report

Mr. Rodney Middlebrooks presented the monthly Water, Sewer, Gas, & Stormwater Report. He stated the 2020 CDBG kickoff meeting will be on September 17. The project will address some of the drainage issues on 3rd Street, 4th Street, Wilkins Street, Cherokee Street, Indian Creek, Felker Street, Colquitt Street, and Hubbard Street. The 4th Annual Stormwater Expo will be at GUTA on September 19.

c. Out of State Travel

Council Member Nathan Little stated the request is for Rodney Middlebrooks to attend the American Water Works Association Water Loss Conference in Nashville, Tennessee.

The committee recommends to Council approval for Rodney Middlebrooks to attend the American Water Works Association Water Loss Conference in Nashville, Tennessee, December 3-6, 2019.

Motion by L. Bradley, seconded by Adcock. Passed Unanimously.

5. Public Safety

a. Monthly Fire Report

Fire Chief Bill Owens presented the monthly Fire Report. He stated there were no significant fires in the City. The rescue tools purchased with grant funds have been placed on the new engine. A damaged shipping container was also purchased for the training center. Cotton Café hosted the Water for Coffee Event and provided a \$300.00 check for Community Risk Reduction Fire Prevention Education. He stated October is Fire Prevention Month.

b. Monthly Police Report

Police Chief R.V. Watts presented the monthly Police Report. He explained the Part 1 Crimes had an increase of 17% from this time last year, and the Part 2 Crimes are down 44%. The department participated in seven community events. He stated the Joint Ops Unit executed two search warrants in July.

c. Approval – Walton County School SRO Program Agreement

Police Chief R.V. Watts explained the contract is for the City to provide the School Resource Officer Program services for the Monroe Area High School. The program funding amount is \$55,000.00 and is completely reimbursed by the Walton County Board of Education.

The committee recommends approval of the SRO Program agreement with the Walton County Board of Education to provide school resource officers at the Monroe Area High School for the annual amount of \$55,000.00 to Council.

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d. Approval – Walton County School SRO Program Agreement for Foothills Charter Police Chief R.V. Watts explained the contract is for the City to provide the School Resource Officer Program services for the Foothills Education Charter High School. The Walton County Board of Education agrees to pay the City of Monroe the rate of \$150.00 per day, for 164 days, for a total of \$24,600.00.

The committee recommends to Council approval of the SRO Program agreement with the Walton County Board of Education to provide school resource officers at the Foothills Education Charter High School for the annual amount of \$24,600.00.

Motion by Malcom, seconded by R. Bradley. Passed Unanimously.

e. Approval – Taser Axon Camera System Yearly Contract

Police Chief R.V. Watts discussed the annual cost for the Axon Taser Body Cameras, which the officers wear. It is a five-year contract, with an annual cost of \$41,699.91. He stated it was approved during the budget cycle but needs approval because it is an annual cost.

City Administrator Logan Propes stated it was discussed during the CIP Meetings. It had to be moved under the operating budget as a maintenance agreement, because it is not a true capital improvement item.

Council Member Larry Bradley questioned whether the agreement or the invoice needs approval.

Mr. Propes answered both the agreement and the first payment need to be approved. He explained the annual contract refers to the master agreement; this is the quote based on the master agreement from Axon.

Council and staff further discussed the camera equipment, the master agreement, and the time frame of the agreement.

City Attorney Paul Rosenthal explained the master agreement was approved five years ago. This is the second five-year agreement, which is basically an extension of the prior agreement. He stated approval is being sought for both the agreement and the funds. Chief Watts is requesting approval to expend \$41,699.91 in this budget year and also approval of the five-year agreement from 2019 to 2024. He explained approving the contract will approve the payment, but it will not approve the future payments. It is essentially a licensing agreement, which has equipment attached to it. He explained that Council would be approving the City's obligations under an extension of the master agreement with new pricing terms. The pricing agreement goes through five payments, with the last being in 2023, but the agreement extends to July 2024.

The committee recommends approval of the five-year amendment to the contract for the Axon Camera System along with the 2019 payment of \$41,699.91 to Council.

Motion by R. Bradley, seconded by Malcom. Passed Unanimously.

MAYOR AND COUNCIL MEETING

SEPTEMBER 3, 2019

6:00 P.N 8

6. Planning & Code

a. Monthly Code Report

Mr. Patrick Kelley presented the monthly Code Report. He stated there were seven new businesses and 13 businesses closed out their licenses. There were no major projects permitted this month. The ongoing major projects are Silver Queen, the Main Street Apartment Complex, WOW Express, and LR Burger. He explained the Conestoga Trailer Park is still set for the services to be cut off on October 11, which would include the whole park.

7. Economic Development

a. Monthly Economic Development Report

Ms. Sadie Krawczyk presented the monthly Economic Development Report. Monroe received awards for Creative New Event and Downtown of the Year for Outstanding Community Transformation at the Georgia Downtown Conference. She discussed the Town Green Concert Plan for the 1st Friday Concert on September 6. As of September 1, the Georgia Department of Natural Resources has released the preapplication for two large grants on park development. That information will be brought to Council for approval as the grants are pursued. She discussed the concert parking plan; a map will be posted online showing locations for parking.

8. Parks

a. Monthly Parks Report

City Administrator Logan Propes stated there is no additional information to report at this time. He explained the park reconstruction order will be to work from the inside out; the general scheme would be the Town Green, Pilot Park, Childers Park, Hammond Park, Mathews Park, and Coker. He stated a more tailored chronological order can be established as the funding sources develop, with grants and SPLOST funds.

III.ITEMS OF DISCUSSION

- 1. Public Hearing Variance for Sign 206 South Hammond Drive
- 2. Approval Chamber of Commerce Contract
- 3. Appointments (2) Planning Commission

There was a general discussion on the above items. There was no action taken.

IV. ITEMS REQUIRING ACTION

1. 1st Reading – Wireless Facilities and Antennas Ordinance

City Attorney Paul Rosenthal presented the first reading of the ordinance.

MAYOR	CITY CLERK
	Motion by R. Bradley, seconded by Malcom Passed Unanimously.
V. ADJOURN	

MAYOR AND COUNCIL MEETING SEPTEMBER 10, 2019 6:00 P.M.

The Mayor and Council met for their regular meeting.

Those Present: John Howard Mayor

Wayne Adcock Vice-Mayor Council Member Lee Malcom Myoshia Crawford Council Member Ross Bradley Council Member Larry Bradley Council Member Norman Garrett Council Member Nathan Little Council Member David Dickinson Council Member City Administrator Logan Propes

Debbie Kirk City Clerk
Russell Preston City Attorney
Paul Rosenthal City Attorney
Jesse Couch City Attorney

Staff Present: Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson, Brian

Thompson, Patrick Kelley, Sadie Krawczyk, Chris Bailey

Visitors: Andrew Kenneson, Sharon Swanepoel, Les Russell, Cindy Little, Charlotte

Fox, David Fox, Rebecca Lowe, Jenny Lowe, Karen Barnes, Eula Mae White, Irene Bowles, Sandra Hall, Dottie Firster, Larry Firster, Joshua White, Samual Byron, Amber Tanner, Johnathan Cofield, Crystal Landrum, Rody Mitchell,

Carolina Ellis, Valerie Ellis, Pam Whitehead, Marc Hammes, Daniel

Hawkins, Todd Ware, Veronica Sanders, Charles Sanders, Whit Holder, Teri Smiley, Crista Carrell, Jr. Hogan, Wanda Davidson, Larry Farmer, Judith Farmer, Lee Dillard, Brenda Crooms, Cassaundra Hainsworth, Carol Queen, Chris Conner, Amy Leigh Dire, Terrie Giles, Lisa Anderson, Wesley Sisk,

Nan O'Kelley, Susan Sykes, Camille Garrison

I. CALL TO ORDER – JOHN HOWARD

1. Invocation

Council Member Larry Bradley gave the invocation.

2. Roll Call

Mayor Howard noted that all Council Members were present. There was a quorum.

3. Approval of Agenda

To approve the agenda as presented.

Motion by Malcom, seconded by R. Bradley. Passed Unanimously

4. Approval of Consent Agenda

- a. August 6, 2019 Council Minutes
- **b.** August 13, 2019 11:00 AM Council Minutes
- c. August 13, 2019 Council Minutes
- **d.** August 6, 2019 Executive Session Minutes
- e. August 20, 2019 Planning Commission Minutes

- **f.** August 27, 2019 Historic Preservation Commission Minutes
- g. Out of State Travel To allow Beth Thompson to attend the American Water Works Association Water Loss Conference in Nashville, Tennessee, December 3-6, 2019, for a cost of \$1,659.00. (Recommended for Council approval by Finance Committee September 3, 2019)
- **h.** Purchase Automated Leaf Vacuum Truck To purchase from Carolina Environmental Systems, Inc. for \$170,061.00. (Recommended for Council approval by Public Works Committee September 3, 2019)
- i. Out of State Travel To allow Rodney Middlebrooks to attend the American Water Works Association Water Loss Conference in Nashville, Tennessee, December 3-6, 2019, for a cost of \$1,559.00. (Recommended for Council approval by Utilities Committee September 3, 2019)
- **j.** Approval Walton County School SRO Program Agreement To approve contract for \$55,000.00. (Recommended for Council approval by Public Safety Committee September 3, 2019)
- **k.** Approval Walton County School SRO Program Agreement for Foothills Charter To approve contract for \$24,600.00. (Recommended for Council approval by Public Safety Committee September 3, 2019)
- **l.** Approval Taser Axon Camera System Yearly Contract To approve the five-year extension to the master agreement with the new pricing terms, along with the 2019 payment of \$41,699.91. (Recommended for Council approval by Public Safety Committee September 3, 2019)

To approve the consent agenda as presented.

Motion by Little, seconded by Adcock. Passed Unanimously

II. PUBLIC PRESENTATION

1. On Stage Walton

Mr. Marc Hammes stated he is the Artistic Director for On Stage Walton, the community theater in Monroe. He thanked the City of Monroe for funding their new roof and the beautifications of their grounds. He discussed the history of On Stage, which has been located in Monroe since 1971, and is a non-profit organization that is continuing to grow. They will be expanding from four main stage performances to six main stage performances. He stated the shows sell out and by expanding, the doors will stay open the entire year. Steel Magnolias will be showing in October. They are also adding a youth cast show, strictly for ages 8 to 18, which will be performing Oliver Twist in January. Mr. Hammes discussed their cabaret shows, education workshops, and their outreach to the schools.

No Action.

2. Walton County 4-H

Ms. Cassaundra Hainsworth stated she is the Walton County 4-H Agent and discussed their program. She explained the Walton County 4-H Program is part of the Cooperative Extension Service. There are three different program areas in their office that work within the County program. She discussed the Agriculture and Natural Resources Program, the Family and Consumer Science Program, and the 4-H Youth Development Program. 4-H collaborates with the State of Georgia, the UGA's Agriculture and Environmental Sciences, UGA's Family of Consumer Sciences, Fort Valley State University, the USDA, Walton County, Georgia 4-H Foundation, and the National 4-H Council to provide programming. Ms. Hainsworth discussed the history of 4-H, their expansion, and programming areas. She stated their mission is to develop

youth with the knowledge and skills necessary to become productive citizens. They are located at 100 North Broad Street in case anyone has questions or program suggestions.

No Action.

3. Downtown Development Authority Presentation

Ms. Sadie Krawczyk recognized the Downtown Development Authority Board Members for winning the award for Best Downtown of the Year. She stated the volunteers serve the City and help with all of the programs in Downtown. The DDA also received the award for Best Creative New Event from the Georgia Downtown Association for the Farm to Table Dinner. She explained the event raises money and funds the farmers market each year. Ms. Krawczyk invited the Farm to Table Planning Committee and the Downtown Development Authority Board Members to come up and have pictures taken with their awards.

Ms. Lisa Reynolds Anderson thanked the Council for their support.

No Action.

III.PUBLIC FORUM

1. Public Comments

Ms. Cindy Little, the Executive Director of FISH, spoke representing the churches and pastors. She stated they are in anguish by the conditions that their neighbors are living in at the Conestoga Trailer Park. They understand the need for marked improvements within the park and respect the City of Monroe's stance on the issue. She explained they are assisting the renters with relocating and will have moving Saturdays until the October 11 cutoff date. They are searching for lots to relocate the trailers that are owned by the individuals, but that is a challenge. The churches request the City to have mercy and grace for the trailers which are owned by individuals. She requested the utilities for these trailers to be allowed to remain on past the October 11 deadline. Ms. Little thanked Council for their kind consideration.

Ms. Rebecca Lowe stated she owns her mobile home, and it has been located in the Conestoga Mobile Home Park for 20 years. She stated that they don't blame the City in any way. Many of the residents own their homes but don't have anywhere to move them. She still owes a mortgage on her home and will be paying a mortgage on a home she can't live in. She requested law enforcement to help keep looters from stealing their property. She questioned why the City has not fixed their Code, why her cable has not been buried, what the Code violations are, what the residents can do to help with the violations, and whether the City wants the property for something. She stated her dog is a service dog for her seizures. It will be hard to find places that will allow them to keep their pets, which are part of their families. She questioned what will actually happen to them on October 11 and thanked Council for their time.

Ms. Pam Whitehead stated she is a missionary from the Appalachee Baptist Association. She and her husband started a Mission Church in the middle of Conestoga 15 years ago. It was a very dangerous park when they arrived, but the park and the people have been transformed. The park is 100% better and a safe place now. She discussed the widows, elderly, and disabled residents living there; they have the same visions and dreams as others. She stated maybe there's a way to get Conestoga to look the way Council wants it to and help the people there. The children will probably have to start over in another school; there are lots of variables. Ms. Whitehead said she has been hearing the City is going to close the park for the last 15 years; they have always had Code violations. She questioned why it has to happen now. The park has improved; the new owner has been working on the trailers and trying to make it better.

MAYOR AND COUNCIL MEETING SEPTEMBER 10, 2019 6:00 P.

Mr. Joshua White stated he moved into Conestoga about six months ago. Five or ten years ago ne would not have lived there, but it is a decent place to live now. He has been looking for a place to move since August when the Code Enforcement paper came out. He has two dogs which are guard dogs for his two-year-old daughter. It is hard for him to take care of his daughter, pay child support, and have all of this stress. He stated it is ridiculous why everyone can't come together as a community to help, and he doesn't ask for handouts. The residents are all here, because they don't want to move.

Ms. Brenda Crooms stated her mom is 84 years old and has lived in Conestoga for 22 years. Everyone is being displaced, and the owners are not communicating or answering any of their questions. The residents have gotten a letter for Notice of Disconnection of Utility Services that has Code Sections 18-67(b) and 98-7 on it, but none of them know what any of that means. She questioned whether anyone knows if there is a buyer. She stated that her mother will be displaced. They are on a waiting list at the Housing Authority, but it could take up to four years to get a one-bedroom home. Ms. Crooms discussed the extenuating circumstances and moving the trailers. She questioned who is responsible for answering their questions; they don't know where to get answers.

Mr. Todd Ware stated he is Pastor of the First Baptist Church in Monroe. The Trailer Park timeline of events states that on September 10, 2019 the City of Monroe is still willing to accept a serious detailed plan of action from the owner addressing all of the concerns stated in the letter from June 7, 2019. It is his understanding that someone has a serious interest in purchasing the property and willing to present a plan for bringing it up to Code. That would be a great way to move forward, if he were allowed to present a plan. It would show whether the plan is feasible to provide a nice place for these people to live.

Ms. Valerie Ellis thanked Council for considering the extension. She stated there are electricians, plumbers, and ditch diggers that have a wealth of training and experience; they are willing to help with the upkeep of the park. She stated the residents didn't have much of a notice and are in shock. They love their community and want to keep their community.

2. Public Hearing

a. Variance for Sign – 206 South Hammond Drive

Code Enforcement Officer Patrick Kelley presented the request for a sign variance from First Christian Church at 206 South Hammond Drive. The applicant wants a variance to allow modification of an existing nonconforming sign to a lower level of nonconformity, allowing their changeable copy portion to be changed to LED. The "First Christian Church" portion of the sign would remain internally illuminated. The Planning and Zoning Commission recommended approval. The Code Department recommends approval with the condition that the sign be made more conforming by using suitable materials, such as metal or wood and halo lighting.

The Mayor declared the meeting open for the purpose of public input.

Mr. Lee Dillard, representing the First Christian Church, spoke in favor of the sign variance. He explained the Church wants to update their sign. The current sign is very old, and they want to install a digital sign. Their plan was to install the new sign within the same brick framework; it would be the same size sign, only digital. The digital part would have to be illuminated internally, and the "First Christian Church" header can be illuminated however it needs to be.

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There were no other public comments; Mayor Thompson declared that portion of the meeting closed.

No Action.

IV. NEW BUSINESS

1. Variance for Sign – 206 South Hammond Drive

Council Member Ross Bradley questioned whether the statement is different from what is on the application, and whether they are willing to do halo lighting for the top portion of the sign.

Council Member Larry Bradley questioned the recommendations from the Planning and Zoning Committee, which would include the top lighting.

Code Enforcement Officer Patrick Kelley answered the recommendation is that the "First Christian Church" portion at the top of the sign be made from wood or metal and be either halo, ground lit, or goose neck lit.

Mr. Larry Bradley questioned whether the applicant agrees with the recommendation.

Mr. Dillard questioned the brick framework of the sign.

Mr. Kelley answered that the brick framework portion of the sign can remain exactly as it is currently, and LED is not considered to be internally illuminated. The banner portion at the top can be halo lit, ground lit, or goose neck lit.

Mr. Dillard stated that he agrees with the recommended conditions.

To approve the variance.

Motion by L. Bradley, seconded by Adcock. Passed Unanimously.

2. Approval – Chamber of Commerce Contract

Ms. Teri Smiley, from Chamber of Commerce, presented the new contract and gave an update. She stated they appreciate everyone that attends their events in Monroe. The Chamber is excited to be going to an annual Community Magazine next year. She discussed the network breakfast, which tripled in quantity from last year. Ms. Smiley discussed the upcoming events and programs in the City. She invited everyone to use the hashtag Walton Proud when posting about new business openings and events around the City. She discussed the Buy Local Discount cards and Young Gamechangers. She explained letters will be mailed out this week notifying about the City of Monroe Political Candidate Forum on October 9, at 6:30 pm.

Council Member Ross Bradley discussed the Downtown Development Authority working with the Chamber of Commerce to incorporate public parking areas on the map.

To approve the contract for the period of one year.

Motion by Dickinson, seconded by Little. Passed Unanimously.

MAYOR AND COUNCIL MEETING SEPTEMBER 10, 2019 6:00 P.

3. Appointments (2) – Planning Commission

To reappoint Kyle Harrison to a five (5) year term to expire September 1, 2024.

Motion by R. Bradley, seconded by Dickinson. Passed Unanimously.

To reappoint Rosalind Parks to a five (5) year term to expire September 1, 2024.

Motion by Dickinson, seconded by Malcom. Passed Unanimously.

4. 2nd Reading – Wireless Facilities and Antennas Ordinance

City Attorney Paul Rosenthal gave the second reading of the ordinance to amend Chapter 98, Utilities, by adding Article VIII – Wireless Facilities and Antennas, Section 98-227 through 98-231.

To approve the ordinance.

Motion by Little, seconded by Malcom. Passed Unanimously

5. Approval – Award CDBG No. 17p-x0147-2-6016 to IPR Southeast, LLC

City Administrator Logan Propes presented the recommendation from Hofstadter and Associates to award the CDBG 17p-x0147-2-6016 Project to IPR Southeast, LLC, the lowest bidder, for the amount of \$1,274,673.75. He explained the project consists of sanitary sewer improvements along South Madison Avenue, Stokes Street, Knight Street, Mears Street, Lawrence Street, and Pine Park Street.

To approve of the contract with IPR Southeast, LLC for the amount of \$1,274,673.75 for the CDBG 17p-x0147-2-6016 Project.

Motion by R. Bradley, seconded by Little. Passed Unanimously.

Council Member Larry Bradley commented that Council appreciates the citizens in attendance, and the City will continue to take their comments into consideration and continue looking for a better solution.

V. ADJOURN

	Motion by R. Bradley, seconded by Crawford. Passed Unanimously.
MAYOR	CITY CLERK

^{2.1} 15

Utility Commission Members Present: Nathan Little, Chairman

Wayne Adcock Larry Bradley

Those Absent: Myoshia Crawford

Staff Present: Logan Propes

Debbie Kirk

Rodney Middlebrooks

Beth Thompson

Visitors: Carl Hofstadter

John B. Fry, Jr.

I. CALL TO ORDER – Chairman Nathan Little

To approve the agenda as presented.

Motion by L. Bradley, seconded by Adcock. Passed Unanimously.

City Administrator Logan Propes thanked everyone for coming. He stated that we have a lot of utility matters coming up whether they are short, medium, or long-term projects. He noted that some of this will time just right to do a utility bond. The interest rate environment is unbelievably low right now and probably for the next six months at least. He wanted everyone to start thinking about if we are going to do all of the proposed projects and others, and how we are going to pay for it. Some of them are 20 to 30-year projects and some are immediate that may last 20 to 30 years. He noted that we would begin with the projects that are currently in progress. Hofstadter and Associates, Inc., consulting engineers, have been working with the City on all of these projects to get them ready whether for bid, or for engineering, or some phase of the project in which we are almost at the point to bring these to reality. Mr. Carl Hofstadter and Mr. John Fry, Jr., were present to update the status of each of the projects and to discuss the future of these projects and how they may expand and scope to serve this community for the next 50 to 100 years.

II. MATTERS BEFORE COMMITTEE

1. Loganville Water Transmission Line Update

Mr. Carl Hofstadter and Mr. John Fry with Hofstadter & Associates gave an update on the Loganville water transmission line project. Mr. Hofstadter stated the project consists of installing a 20" suction main from the City's pump station at the Alcovy River on US Hwy 78 up to Between, then installing a water booster pump station to pump the finished water up to the hydraulic grade line of Loganville, and installing a 16-inch discharge water main from the proposed pump station to Loganville. He explained that each pump operates via a variable frequency drive to allow pump turn-down for adjusting the flow or pressure to the actual demand. There will be a SCADA control system to connect the Water Treatment Plant, proposed booster pump station, and proposed delivery vault (water meter). The total station pumping capacity will range between 0.5 MGD to 3.0 MGD. The water meter will be located at US Highway 78 and Heritage Parkway. Loganville has requested one million gallons per day (MGD) of water but may need up to three MGD. Mr. Hofstadter presented a project

summary and description of each of the improvements needed for the Monroe-Loganvil interconnector project, along with an estimated construction cost of \$7 million to \$8 million (M) based on serving 1 MGD. He noted that the bid letting would be October 17, 2019. Proposed starting date is January 2020, with 300 days to complete construction to get a better price.

No Action.

2. Raw Water Line Upgrades

Mr. Carl Hofstadter and Mr. John Fry explained the future project to be able to provide more than 1 MGD to Loganville. Mr. Hofstadter stated that the City currently has two 10-inch water mains that will feed the proposed 20-inch main to Loganville. He noted that will not be enough water. Mr. Hofstadter explained that a 20-inch water main will carry six or seven times what a 10-inch water main will carry. If the City is going to be able to provide more than 1 MGD of water, a 20-inch water main will have to be installed all the way from the Alcovy River intake structure to the City's Water Treatment Plant (WTP) in order to furnish up to 3 MGD. The current agreement is to provide 1 MGD to Loganville. Any additional water supply will have to be in writing and the City has to agree to the request. The City has already designed a 20-inch water main from the Alcovy River raw water intake structure to the WTP.

For future needs and in order to provide additional capacity of water to Loganville or whomever, the City will need to build an additional 20" raw water main to the WTP, which will be installed parallel to the existing 20-inch raw water main from the Alcovy River intake structure to the WTP. Then another 20" finished water main line will be needed from the WTP to connect to the proposed 20" water main to Loganville. The estimated cost will be approximately \$8 million to upgrade the raw water lines in order to serve more than 1 MGD.

It was also noted that additional staff would be needed in order to run more efficiently. Rodney Middlebrooks stated that one additional staff member is proposed for approval in the 2020 Budget.

Mr. Propes proposed doing a Revenue Bond in early 2020 to pay for these projects and might be able to be partially funded out of the CIP.

No Action.

3. Social Circle Water Line

City Administrator Logan Propes stated that as part of their water talks, nothing has been drafted by the Development Authority, he thinks a recommendation will come eventually that the City needs to partner with Social Circle to provide about 1 MGD of water to assist with their major industry developments. It appears that the City of Monroe is the major player in county-wide water treatment and distribution.

Mr. Hofstadter discussed the cost to extend the 10" water line from GA Highway 11 South located at Criswell Road down to Simmons Road, approximately 4½ miles, at a cost of approximately \$2.5 million.

No Action.

4. Alcovy Sewer Line Update

Mr. Hofstadter presented the project summary for the Alcovy Sanitary Sewer to the Reliant Homes Pump Station via SR 138. He explained that the upstream end of the project will begin

on the north side of SR 138. He noted the sanitary sewer main will take the Great Oaks sewa lift station out of service. The downstream end of the project will terminate at the propos Reliant Sewage Pump Station, which is under separate contract that Reliant Homes will pay for the pump station and force main. This proposed sewer line update will allow undeveloped land bordered by the Alcovy River and/or SR 138 to be capable of development. He noted that a sanitary sewer main extension will extend upstream along the Alcovy River to the north side of the SR 138 bridge, which will require a GDOT permit to go under Hwy 138 bridge, to allow for future extension toward US Highway 78 and to pick up the Japanese restaurant, noting that the future sewer basin would include the hospital basin. Mr. Hofstadter explained the things to be done prior to construction, including wetlands having to be obtained so they will have to contact the Army Corp of Engineers, completed design, drilling for a profile of the rock where bluffs are prevalent, finite invert at Reliant and finite elevation at SR 138 to connect the two. The estimated cost will be approximately \$2.5 to \$3.5 million, noting that an exact amount is unknown due to the amount of rock removal, for the sanitary sewer line. He stated that the proposed bid letting would be December 2019. Proposed starting date is March 2020 and proposed construction close-out date would be March 2021. Reliant is expected to build 325 homes at approximately \$300,000+ value.

No Action.

5. Wastewater Treatment Plant

Mr. Hofstadter presented the project summary for the Jack Creek's Wastewater Treatment Plant (WWTP) Rehabilitation they have designed. The WWTP can currently treat 3.4 MGD. Future expansion is to upgrade to 5 MGD. He summarized the rehabs for the WWTP and stated that all these items are sized for 5 MGD, which includes demolishing the deteriorated headworks building; replace the two influent screens; install a new concrete structure with vortex grit removal system equipment to help with the primary clarifiers; install a new Waste Activated Sludge (WAS) Pump Station and force main to segregate the biological waste sludge from the primary sludge, by converting one of the anaerobic digesters to an aerobic digesters at this time and keep one anaerobic digester because we still have the primary clarifiers until the 5 MGD expansion is done; construct a new Solids Handling Building with belt filter press equipment; and, have a new on-site reuse water pump station for wash-down water needs. Mr. Middlebrooks, the operators, and Hofstadter personnel have visited other Illinois plants and these projects are recommended by them to rehab the WWTP. The estimated total construction cost is \$6,540,000.00, which will all be part of the 5 MGD upgrade. The proposed bid letting will be the 1st Quarter of 2020 and the proposed date to proceed is the 2nd Quarter of 2020.

Mr. Fry recommended putting aside \$1 million per year for upgrades to the City's WWTP because the equipment wears out so quickly.

Mr. Propes stated that \$2 million had been set aside from the sewer tap fees for reserve.

No Action.

Mr. Carl Hofstadter & Mr. John Fry, Jr., left the meeting at 7:30 pm.

6. Gas Line to Good Hope

Mr. Rodney Middlebrooks discussed the proposed natural gas expansion to the Good Hope area. He reviewed the City of Monroe's territory map with the committee. He stated that ER Snell has approached the City of Monroe again about supplying gas to their asphalt plant on GA Hwy 186. Because of changing the Pleasant Valley area to a low-pressure valve by dropping it from 100 to 30 to make the pipe safe, it gives the City extra gas to sell. The price

to extend the line to the asphalt plant is approximately \$1.9 million. He reported on the grow in the Good Hope area and the number of new homes being built, (i.e., a 92 five-acre subdivision right across from ER Snell, tracts of land along Hwy 186 have been divided up and are for sale, and 29 miles of various roads throughout the Good Hope area with new homes being built) and approximately 15 super chicken houses in that area that can be served with natural gas. To serve natural gas to the Good Hope area will be approximately \$3.3 million which includes material and contract labor. He noted that we will have the potential for instant customers, 15 super chicken houses, plus the asphalt plant, and all the new residential homes being built. This would expand the City of Monroe's territory and not allow another business to encroach on our territory forever, and put us in the position of basically taking over east of Walton County in perpetuity to serve them ourselves and to secure our territory.

No Action.

7. Other Potential Projects to Bond

a. Water Towers / Tanks

First, Rodney Middlebrooks reviewed the previous recommendations of the 1999-2000 Wiedeman & Singleton, Inc., Master Plan for the City's Water Distribution System Improvements which have been completed over the years except for the 1M gallon water storage tank at the Walton Road booster pump site. The land was purchased for the water storage tank and the booster pump station at the same time. At the time, the reason for the million-gallon storage tank was if the county continued to buy water from us.

Mr. Middlebrooks stated that Hofstadter & Associates' design of the Loganville water line includes one of the 10" water lines that feeds from the Cedar Ridge area that is coming off this pressure zone which will pull the water pressure down for the northwestern service area. To remedy this low-pressure area, the 1M gallon ground storage water tank will need to be constructed in this upper zone.

Second, Mr. Middlebrooks stated there is a need for a water tank at the Industrial Park. There have been some water pressure issues in that area. Elevation will determine whether a ground or an elevated tank can be used. He noted that if the elevation is high enough, which will be determined by an engineer, a ground storage tank can be constructed. Mr. Propes stated that a part of the county-wide water and sewer meeting discussions was "What do we need long range to support, not only current industry, but future industry". They will get the project engineered to determine the type of storage tank needed and get the costs.

No Action.

b. Fiber Monroe

Discussion was held regarding the study that is being done to replace all the coax with fiber in Monroe in our service territory. Without having the results of the study, they are estimating the cost to be from \$6 million to \$8 million. The discussion included whether the committee wanted to proceed with this as part of the bonding package or look at this later on, as a standalone, phasing-in project that we do year after year. While awaiting the final results of the study, the Committee was asked to think about how and whether they wanted to do this. They are hoping the study will convey what our primary core is.

Discussion also included the potential of serving various areas in Walton County. Mr. Propes noted that fiber will be dropped in the Loganville water line to serve that area, noting that the high costs involved are for labor and trenching. Whenever it is feasible to coordinate with the water and sewer crews to place fiber in any of the City's upgrades or new construction areas,

No Action.

8. GIS Update and Potential Utility Master Planning

City Administrator Logan Propes informed the Committee that they are still going through the full GIS update with Carter & Sloope to get real models of our systems.

Rodney Middlebrooks discussed the Utility Master Planning. He has the Natural Gas Master Plan included in the CIP for next year. He noted that he would like to do another one on the water and sewer, noting that the last one was done in 1998-99. The natural gas model is estimated to cost \$150,000.00 or maybe cheaper. When the GIS update is done, he would like to do a water model to help identify problem areas (i.e. bottlenecks) that affects the system. Mr. Propes stated this modernizes what we have so we can keep our engineers updated with maps, files, etc. This is critical for future knowledge of our underground utility systems.

The committee discussed the possibility of serving power to all of the City's pump stations instead of using Walton EMC for these facilities.

No Action.

9. Other Business

Mr. Propes stated when they receive some definitive prices on some of these projects which will all be bonded, he'll start looking. The consensus was for Mr. Propes to start scouting to see what the bond market is looking like for a \$50 million to \$60 million Revenue Bond for all these projects and come up with some sort of draft on it.

No Action.

III. ADJOURN

Motion by L. Bradley, seconded by Adcock. Passed Unanimously.

The meeting adjourned at 8:45 pm.

MONROE PLANNING COMMISSION MINUTES September 17, 2019

Present: Randy Camp, Kyle Harrison, Rosalind Parks, David Butler, Mike

Eckles

Absent:

Staff: Debbie Adkinson – Code Dept Assistant

Darrell Stone - Director of Planning and Development

Pat Kelley - Director of Planning and Code

Visitors: Robert Barclift, Randy Crosby, Ron Smith, Debra Smith, Mike Birnbrey, Steve Lee, George Baker III, Ram Ready

CALL TO ORDER by CHAIRMAN MIKE ECKLES at 5:30 pm

Chairman Eckles asked for any changes, corrections or additions to the August 20, 2019 minutes. Hearing none he entertained a motion. Harrison made a motion to approve. Camp seconded. Motion carried. Minutes approved.

Chairman Eckles

Public Hearing open 5:31 pm

<u>The first item of business:</u> is for petition #VAR-000023-2019 for a Variance at 906 Alcovy Street. The applicant, Alcovy Surveying & Engineering Inc. wants to vary Article VII, Section 700.1, Table 11 for lot frontage on lot #4.

Code Officer Report: Kelley stated the applicant is requesting a variance on frontage of one lot that has approximately 386 linear feet of road frontage. They need 400 ft of frontage to subdivide this lot into 4 separate lots with the minimum lot frontage of 100 ft.

Ron Smith of Alcovy Surveying and Engineering spoke to the request. He thanked the commission for their service. The lot that needs the variance is the largest in size but has less frontage.

Harrison: The minimum lot size is 14,000 sq. ft? Kelley: yes, and this lot has over 5000 sq. ft more than required.

Chairman Eckles asked for any other questions. He asked for any opposition. There was none.

Public Hearing Closed at 5:33 Chairman Eckles entertained a motion.

Camp made a motion to approve. Parks seconded. Motion Carried.

Public Hearing opened 5:34 pm

The Second & Third Items of business: are for petition # ZONE-000025-2019 for 123 Plaza Trace and ZONE-000024-2019 for 143 Plaza Trace. The applicant, Monroe Family LTD is asking for a rezone of these properties from "P" Professional to "R2" Multi Family Residential.

Code Officer Report: Kelley stated this is a rezone to show on financing documents that shows the use that is there and not an existing non-conforming use.

Randy Crosby with Monroe Family LTD spoke to the request. He stated they are preparing a package for the Department of Community Affairs to get rehab funding. They require the property to show it is zoned for its use.

Chairman Eckles asked for any opposition. There was none. PH closed at 5:36 pm

Chairman Eckles entertained a motion.

Harrison made a motion to approve. Parks Seconded. Motion Carried.

Public Hearing opened at 5:37 pm

<u>The fourth item of business:</u> is a request for a COA at 2130 West Spring Street. The applicant Southbound Monroe LLC is requesting a COA for a 7500 sq. ft. retail strip center with 4 tenants.

Code Officer report: Kelley mentioned on the recommendation be tabled or denied due to not having all information needed regarding the impervious surface calculations and the reduction requested by suppling pervious pavers. No response since August 8th but if they have that information now it can be considered. If the information is not available it is recommended to deny or table until that information is received.

Mike Birnbrey, owner of the property and Robert Barclift of Kimberly Horne spoke to the request. The presented more information on the pavers and the 50% reduction. There was more discussion on the type of pavers or surface that would need to be used. Also, the landscaping plan and the need for one was discussed along with the sidewalk that would not be placed there but paid to put someplace else in the City.

Chairman Eckles asked for any opposition. There was none.

Public Hearing closed at 5:49 pm

Chairman Eckles entertained a motion.

Harrison made a motion to approve with Conditions the landscaping plan and pervious Paver infiltration data be submitted. Camp Seconded. Motion Carried. COA granted

Old Business: none

New Business: Preliminary Plat Review for petition # PLAT-000028-2019 at 1415 East Church Street.

Kelley: Mentioned the previous submittal of a plan which has since been revised to accommodate the 6 out of 7 items requested by the City. #7 was not a required item so therefore was not accommodated. Recommendation is to approve.

Steve Lee of Terrastone Development spoke to the request for plat review. He stated this would be an 86-lot development of R1 Single Family Residence.

Kelley also stated the required and indicate a sewer easement. They have done but all required parties have not signed off on this. If recommended by Commission for approval it should be with the condition this is in place before Council hears it.

Lee stated this easement is in two conservation with several members and trustees involved. They have a verbal indication there will be no problem.

Chairman Eckles asked if there was any opposition. There was none.

Chairman Eckles entertained a motion.

Camp made a motion to approve with the condition the sanitary sewer easement be submitted before Council Meeting. Butler Seconded. Motion Passed

Chairman Eckles entertained a motion to adjourn.

Motion to adjourn by Parks Motion Carried – Meeting adjourned at 5:56 pm

Historic Preservation Commission Meeting Minutes September 24, 2019

Present: Crista Carrell, Mitch Alligood, Susan Brown, Marc Hammes

Absent: Fay Brassie

Staff: Debbie Adkinson, Code Department Assistant

Patrick Kelley, Director of Code & Development Darrell Stone, Director of Planning & Development

Visitors: Stephanie Cannon, Dara Buczynsky

Meeting called to order at 6:00 P.M.

Chairman Alligood entertained a motion for approval of the minutes from August 27, 2019. Hammes made a motion to approve. Brown seconded. Motion Carried. Minutes approved.

<u>The first item of business</u> is an application for COA for petition # HP-000030-2019 at 133 S Broad St to make changes to the façade by removing the plywood over the front windows and replacing with glass windows, building a removable façade constructed from a smooth textured Hardie Board painted white with trim work details in black hand painted by a local artist, to add down lighting above the above the faux façade and to change the door to a vintage wooden door.

Chairman Alligood asked for a representative to speak.

The business owner, Dara Buczynsky spoke to the request. She stated she owns a store in Athens GA called Epiphany. She would like to open this location here because she feels this town is such a welcoming town. She asked Stephanie Cannon to speak to the façade changes. Stephanie explained the façade would be anchored to the building to withstand winds and keep it from falling. She stated the painting would be black and white.

Carrell asked if the commission needed to ask for specifics on lighting? Kelley stated the goose neck lighting is acceptable. He stated the façade would need to be attached to withstand a 90-mph wind.

Chairman Alligood entertained a motion.

Brown made the motion to approve. Carrell seconded Motion carried. COA Granted.

Old Business: None New Business: None

Chairman Alligood entertained a motion to adjourn.

Hammes made a motion to adjourn. Motion Carried Meeting Adjourned at 6:09 pm.



Downtown Development Authority

MINUTES

Thursday, August 08, 2019 8:00 AM City Hall

CALL TO ORDER

Meeting called to order at 8:04 am.

ROLL CALL

PRESENT
Chairman Lisa Anderson
Vice Chair Meredith Malcom
Secretary Andrea Gray
Board Member Mike Gray
Board Member Wesley Sisk
Board Member Charles Sanders

ABSENT

Board Member Whit Holder City Council Representative Ross Bradley

CITY STAFF Sadie Krawczyk Leigh Ann Walker Les Russell Sam Tippett

COUNTY STAFF
Patrice Broughton

APPROVAL OF PREVIOUS MEETING MINUTES

July DDA Minutes

Approved - Motion made by Secretary Gray, Seconded by Board Member Gray. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray, Board Member Sisk, Board Member Sanders

June DDA Planning Retreat Minutes

Approved - Motion made by Secretary Gray, Seconded by Board Member Sisk. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray, Board Member Sisk, Board Member Sanders

APPROVAL OF FINANCIAL STATEMENTS

June DDA Financials

Approved - Motion made by Board Member Gray, Seconded by Board Member Sanders. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray, Board Member Sisk, Board Member Sanders

PUBLIC FORUM

None.

COUNTY UPDATE

Patrice Broughton mentioned that the county and cities were still working together to finalize T-SPLOST projects. She also encouraged everyone to attend the Young Gamechangers Final Community Presentation this Friday, August 9th, at 2 pm.

CITY UPDATE

City Council reviewed and adopted a parks master plan during committee work sessions this week. Full adoption will take place at the next council meeting. The future Town Green park and Childers were two downtown parks featured in the plan. The city will pursue grant funding this fall for the town green development.

COMMUNITY WORK PLAN &REPORTS

2019-2020 Community Work Plan

Approved - Motion made by Board Member Sanders, Seconded by Vice Chair Malcom. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray, Board Member Sisk, Board Member Sanders

DDA Budget vs. Actual to date 2019

The board will discuss this further in September.

Parking

New parking map is being revised.

Infill Development

LR Burger is behind schedule on construction, which has moved their projected opening date to September 2019. In light of this, they have requested to defer the start date of their payments.

Motion made by Board Member Gray, Seconded by Board Member Sisk to extend the deferment of payment to the sooner of 90 days or closing date and to accrue and collect interest starting August 27, 2019, until said time.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray, Board Member Sisk, Board Member Sanders

New Entertainment Draws

Public Works Department will begin putting together holiday light displays soon for the 12 Days of Christmas set up in Childers Park.

PROGRAMS

Events

August 2nd concert was largest to date; August 16th is the next one; the September concert will take place on the town green.

Downtown Design

Leigh Ann mentioned that any design ideas would be welcome for creating new downtown banners.

Farmers Market

operating on schedule

FUNDING

SPONSORSHIP - \$36,075 collected

FACADE GRANTS

Sanders Consign & Design Facade Grant Application - 124 W. Spring Street

Approved for \$1500 facade grant - Motion made by Secretary Gray, Seconded by Vice Chair Malcom.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray,

Board Member Sisk

Voting Abstaining: Board Member Sanders

COMMUNITY EVENT GRANTS

MATM Community Event Grant Application

Approved for \$250 community event grant - (Andrea Gray recused herself from this vote) Motion made by Board Member Sisk, Seconded by Vice Chair Malcom.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Gray, Board Member Sisk, Board Member Sanders

Voting Abstaining: Secretary Gray

Georgia Writers Project Community Event Grant Application

Approved for \$250 community event grant - Motion made by Board Member Gray, Seconded by Board Member Sisk.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray, Board Member Sisk, Board Member Sanders

NEW BUSINESS

ANNOUNCEMENTS:

Next meeting scheduled, September 12th, at 8:00 am at Monroe City Hall.

Young Gamechangers Community Presentation, Friday, August 9th, 2:00 pm at the Engine Room

ADJOURN

Motion made by Board Member Sanders, Seconded by Board Member Sisk.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Gray,

Board Member Sisk, Board Member Sanders



Convention and Visitors Bureau

MINUTES

Thursday, August 08, 2019 9:00 AM City Hall

CALL TO ORDER

meeting called to order at 8:42 am.

ROLL CALL

PRESENT
Chairman Lisa Anderson
Vice Chairman Meredith Malcom
Secretary Andrea Gray
Board member Mike Gray
Board Member Charles Sanders

Board Member Wesley Sisk

ABSENT

Board Member Whit Holder City Council Representative Ross Bradley

CITY STAFF Sadie Krawczyk Leigh Ann Walker Sam Tippett Les Russell

APPROVAL OF EXCUSED ABSENCES

APPROVAL OF MINUTES FROM PREVIOUS MEETING

July CVB Minutes

Approved - Motion made by Board Member Sanders, Seconded by Board Member Sisk. Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board member Gray, Board Member Sanders, Board Member Sisk

APPROVAL OF CURRENT FINANCIAL STATEMENTS

June CVB Financials

Approved - Motion made by Board member Gray, Seconded by Board Member Sisk. Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board member Gray, Board Member Sanders, Board Member Sisk

CVB Budget vs. Actual to date

Board will discuss this further at the September board meeting.

Chairman's Report

None.

Director's Report

Antiques Capital of Georgia rack cards mailed to all state/regional visitors centers.

HHTA guarterly luncheon was held in Monroe; 30 in attendance.

OLD BUSINESS

Delay in parking map edits due to death in the family.

Lisa suggested we host another social media class for downtown businesses. The first one was well attended and really helpful content.

NEW BUSINESS

GA Historic Trust Expedition - June 13, 2020

ANNOUNCEMENTS

Next meeting will be September 12, 2019 at Monroe City Hall

ADJOURN

Motion made by Board member Gray, Seconded by Secretary Gray.

Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board member Gray, Board Member Sanders, Board Member Sisk

Since 1821



To: Mayor and Council

From: Danielle M. Dills, Administrative Assistant

Department: Streets and Transportation

Date: 09/23/2019

Subject: Surplus Vehicles/Equipment

Budget Account/Project Name:

Funding Source:

Budget Allocation: \$0.00

Budget Available: \$0.00

Requested Expense: \$0.00 Company of Purchase:

Description:

Attached is a list of units that need to be placed on Gov Deals.

Background:

It is the practice of the city to surplus vehicles/equipment when the useful life of said unit is no longer a feasible asset to the city.

Attachment(s):

October 2019 Gov Deals

GOV Deals:

City Hall -

2000 Chevy Impala - 2G1WF55K5Y9380771-mileage unknown

Fire -

1996 Chevrolet Suburban - 3GNFK16R4TG171244 - 183,263 miles

Police -

1994 Ford F150 - 1FTEF15NORNB57574 - mileage unknown 2002 Mercury Sable - 1MEFM50U62A644208 - 176,692 miles 1997 Chevy Tahoe - 1GNEC13R2VJ306641 - 205,720 miles

Meter readers -

1996 Chevrolet Blazer S-10 - 1GNDT13W1T2105810 - 217,454 miles

Gas/Electric –

2001 Dodge 1500 Quad Pickup - 3B7HF13Z71G771540 – mileage unknown 1993 Ford F250 Pickup - 1FTHX26H9PKB53496 – mileage unknown

Water/Sewer –

Vermeer V3550A – 1764 hours Case 580 Super E – 17431713 – unknown hours 1988 Ford F800 dump truck - 1FDPK84A8JVA06770 – 178,676 miles 1986 Ford F800 dump truck - 1FDPK87UXGVA47349 – 232,663 miles

Street -

1997 Shop Forklift – Hyster 530XL - B010B2159E – unknown hours 1998 Club car golf cart - AG9842-705873 – unknown hours 1991 Ford 6610 Tractor – 3941 hours Forklift – 329 hours 1996 Ford F-477 Bucket truck - 2FDLF47MOPCB07122 – mileage unknown

Solid Waste -

1996 Mack MR688S Front loader garbage truck - 1M2K195C6TM007685 – 18,589 hours/50,904 miles 1994 Ford Ln7000 Knuckleboom truck - IFDNR72C6RVA52496 – 270,743 miles 1990 Ford L8000 rolloff truck - 1FDYW82A4LVA14170 – 196,969 miles 1997 Ford R72 Tymco Sweeper truck - 1FDXR72C2VVA04061 – 83,632 miles Horizontal Wood Grinder – 2345 hours Magnum ED120 yard dog - T1E4L1COSC1A1119 – 9264 hours 1988 Spotting Tractor yard dog - T1A4L2C00C1A02474 – mileage unknown

Since 1821



To: City Council

From: Brian Thompson

Department: Electric

Date: 10/01/2019

Subject: Materials for Spring Street Circuit Relocation

Budget Account/Project Name: Spring St Relocation

Funding Source: CIP

Budget Allocation: \$291,000

Budget Available: \$291,000

Requested Expense: \$37,648.40 Company of Purchase: Gresco & Anixter

Description:

Material to replace conductors from Highland to Breedlove.

Background:

The material for the rebuilding of W Spring St double circuit.

Attachment(s):

Material Bids:

Gresco – 3 pages

Anixter – 4 pages

Irby – 4 pages

Tri State – 1 page



Quote Order

Quote	1012763 35					
Page	1					
Date	09/11/19					

Sold To: CITY OF MONROE, UTILITIES DEPT

ATTN: Accounts Payable

Po Box 1249

Monroe, GA 30655-1249

Ship To: City of Monroe, Utilities Dept

420 N Broad St

Monroe, GA 30655

					Reference						
Customer PO West Spring St Project Item Number / Description		Warehouse	Warehouse		Terms			Ship Via			
		Gresco-Forsyth, GA			Net 30 Days		Gresco Truck				
		April 100-i	Quantity		UM	Price	Per	Extension			
1	ASO-398-1N CLAMP DE STRAIGHT STRAIN 6-2/0 A	SO398-1N		25	EA	6.30	EA	157.50			
3	3 ASO-858-1N CLAMP DE STRAIGHT STRAIN 4-556.5 ASO858-1N MACLEA			80	EA	14.75	EA	1180.0			
5	5 CPG15-100A-110-CN-10KA CUTOUT NON-LB 100A 15KV ALUMA FORM Customer Prod: E0112			9	each	57.00	each	513.00			
6	3/8HSGUY250 WIRE GUY 3/8" HS 250'COI 250'COIL G	SALV HI STR (RE		250	FT	0.34	FT	85.0			
7	ZCS2323 GRIP PRI CABLE SUPPORT 1.25"-1.5"	SINGLE EYE /		6	EA	21.00	EA	126.0			
8 DA3000096E2B7X2 CROSSARM HEAVY DUTY 8' DEADEND FIBERGLASS			1	EA	260.00	EA	260.0				
9	ZHP010-0000000 ARR POLY DIST 10KV ZHP HD MOV (7	695)		36	EA	30.00	EA	1080.0			
10	J1300 CLEVIS SQ D RIGID WIDE BASE J-10			50	EA	5.80	EA	290.0			
11	HPI-53-2 INS POLY SPOOL 3" 56 STD PKG/2464 Customer Prod: E0163	PALLET		56	EA	1.15	EA	64.4			
12	MERLIN5695-FT-G COND ACSR 336.4 18/1 MER 5695FT/2	080# BARE 902057		28475	FT	0.74	FT	21071.5			
C	Continued	Vi									

Thank you for the opportunity to serve you!



Quote Order

Quote 1012763 36

Page 2

Date 09/11/19

Sold To: CITY OF MONROE, UTILITIES DEPT

ATTN: Accounts Payable

Po Box 1249

Monroe, GA 30655-1249

Ship To: City of Monroe, Utilities Dept

420 N Broad St

Monroe, GA 30655

				Reference						
Customer PO		Warehouse		SLSP		Terms		Ship Via		
West Spring St Project Gresco-Forsyth, Item Number / Description		GA		Net 30 Days		Gresco Truck				
		Qu		ntity	UM	Price	Per	Extension		
3	2-7ST.CU25 WIRE CU #2-7 STR SD SPL 25# BARE 125			200	LB	4.10	LB	820.0		
4 F1CA-MV-A12-S1 BRACKET SINGLE PHASE STAND OFF ALUMAFORM			6	EA	25.00	EA	150.0			
6	ASC1000 STIRRUP CONNECTOR ALUM 2-EYEBOLTS 350AAC-1000MC 336.4 ACSR - 954 MCM BAIL DIA385""			21	EA	25.00	EA	525.0		
7	SPL-1360-P TIE SPOOL 336.4 W/PAD SPL-1360-P #336	3.4 PREFOR		50	EA	3.95	EA	197.5		
8	WTJ-0421 TIE WRAPLOCK 336.4 J-NE WTJ-0421 #33	36.4		100	EA	9.70	EA	970.0		
9	J6823 WASHER SQ CURVE 3X3X1/4" J6823			150	EA	0.86	EA	129.0		
0	J8822 BOLT MACHINE 5/8X22"			150	eA	3.90	eA	585.0		
1	J8828 Bolt machine 5/8 x 28" Joslyn			100	EA	6.90	EA	690.		
2	GCC15-12R2-OS INS GUY STRAIN 12"C-C 2R CLEVIS-C 15	000#FCC1512R2		25	EA	14.00	EA	350.		
23	W588/615883 ROD GRD 5/8X8 CU NON-SEC 6258G13/6 Interchange Prod: W588	15883/588RUS		16	EA	11.00	EA	176.		
	Continued									

Thank you for the opportunity to serve you!



Quote Order

Quote 1012763 37

Page 3

Date 09/11/19

Sold To: CITY OF MONROE, UTILITIES DEPT

ATTN: Accounts Payable

Po Box 1249

Monroe, GA 30655-1249

Ship To: City of Monroe, Utilities Dept

420 N Broad St Monroe, GA 30655

onice, an occor

		Reference						
Customer PO	Warehouse		SLSP		Terms		Ship Via	
West Spring St Project	Gresco-Forsyth	, GA		Net	30 Days	G	Gresco Truck	
Item Number / Description	n	Qua	ntity	UM	Price	Per	Extension	
24 F1CS-HV-A21-BVP-2L BRACKET VERT STANDOFF 1-3/8"L[O LONGER PIN		108	each	58.50	each	6318.00	
25 HPI55-4 INS POLY PIN 15KV F-NECK 1" R GR			108	EA	5.25	EA	567.00	
26 DEI-28 INS POLY SUSP DE 25KV SILICONE			82	EA	9.75	EA	799.50	
27 J2840 ADAPTER INS PIN 1" 5" LONG 5/8" B	OLT		25	EA	6.90	EA	172.5	
28 G3MA013613DD BRACKET 3PH C0/ARR 0'STA 36" X	12" 1.5" DIA		1	each	158.50	each	158.5	
25 Lines Total Qty Shipped Total	al 30130			Total	e Total		37435.40 37435.40	
							,	
Last Page							1	

Thank you for the opportunity to serve you!

www.anixterpowersolutions.com

Phone: 404.691.2605 Fax: 770.798.1309

Quotation: U00600573.00

To:

MONROE WATER LIGHT & GAS

420 N BROAD STREET MONROE, GA 30655

Attn:

Phone:

Fax:

Issued Date:

Expiration Date: Oct 13, 2019

Sales Contact:

Daniel Brown

(P) (F)

daniel.brown@anixter.com

10	0 41 1					
Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		ASO-398-1-N CLAMP DE STRAIGHT BLTD AL .198"447" 1-U BOLT STD PKG: 25	4	6.900	EA	27.60
		DEL: STOCK				
2		ASO-858-2-N CLAMP DE STRAIGHT BLTD AL .502"888" 2-U BOLT STD PKG: 10	66 🗸	20.650	EA	1,362.90
		DEL: 2-4 WEEKS		/		
3		Y2JCBNQA12 CUTOUT LB 15/27KV 100A 16KA SG 7/8" C HD BRKT STD PKG: 24	9 🗸	118.200	EA	1,063.80
		DEL: STOCK		/		
4		38UGGSA250C WIRE GUY GALV STEEL 3/8 IN 7 STR UTL GR STD PKG: 250	250 🗸	0.410	FT	102.50
		DEL: STOCK		/		
5		KELLUM GRIP KELLUM GRIP FOR 1/0 UG PRIMARY	6		EA	No Quote
6		HDB096N12242 CROSSARM DEADEND 8' HVY DUTY BRKT ASSY FBRGL GR	7 🗸	180.000	EA	1,260.00
		DEL: STOCK				
7		ZHP010-0000100 ARR DIST 10KV HD POLY 10KA W/BIRD CAP NO BRKT STD PKG: 128	36	31.000	EA	1,116.00
		DEL: STOCK				





www.anixterpowersolutions.com

Phone: 404.691.2605 Fax: 770.798.1309

Quotation: U00600573.00

BRKT C/O & ARR 18" 1.5"D 3-POS HDWR/SLOT IRON STD PKG: 10 DEL: STOCK 14 HLS-795-LD-E CLAMP HL STIRRUP 336.4- 795 STD PKG: 10 DEL: 2-4 WEEKS 15 SPT-0327 SPOOL TIE FOR 336.4 ACSR 16 IN LINE TIE IN-LINE TIE FOR 336.4 17 J6823 WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50 EA No Quote 165 0.880 EA 145.20	Item	CustLine	Product and Description	Quantity Price	Unit	Extended
DEL: STOCK HPI-53-2	8			44 5.600	EA	246.40
9			STD PKG: 25			
1			DEL: STOCK			
DEL: STOCK MERLIN2077R	9		INSU SPOOL 3" POLY	44 1.250	EA	55.00
10 MERLIN2077R WIRE 336.4 18/1STR ACSR 2077LB NRR STD PKG: 2080 DEL: STOCK 11 2CU7STRSDB25LBS WIRE #2 CU 7STR BARE 25# SPOOL SD STD PKG: 25 DEL: 2 WEEKS 12 G1MDA112ADB BRACKET FBRGLS CO/ARR DEL: 8-10 WEEKS 13 G3MA024818DDB BRKT C/O & ARR 18" 1.5"D 3-POS HDWR/SLOT IRON STD PKG: 10 DEL: STOCK 14 HLS-795-LD-E CLAMP HL STIRRUP 336.4-795 STD PKG: 10 DEL: 2-4 WEEKS 15 SPT-0327 SPOOL TIE FOR 336.4 ACSR 16 IN LINE TIE IN-LINE TIE FOR 336.4 17 J6823 WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50				/		
11	10		MERLIN2077R WIRE 336.4 18/1STR ACSR 2077LB NRR	26000 / 1.750	LB	45,500.00
### ACU STR BARE 25# SPOOL SD ### STD PKG: 25 DEL: 2 WEEKS 12			DEL: STOCK	/ -		
12	11		WIRE #2 CU 7STR BARE 25# SPOOL SD	976 3.750	LB	3,660.00
BRACKET FBRGLS CO/ARR DEL: 8-10 WEEKS 13			DEL: 2 WEEKS	/		
13	12			6 / 49.900	EA	299.40
BRKT C/O & ARR 18" 1.5"D 3-POS HDWR/SLOT IRON STD PKG: 10 DEL: STOCK 14 HLS-795-LD-E CLAMP HL STIRRUP 336.4- 795 STD PKG: 10 DEL: 2-4 WEEKS 15 SPT-0327 SPOOL TIE FOR 336.4 ACSR 16 IN LINE TIE IN-LINE TIE FOR 336.4 17 J6823 WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50 EA No Quote 165 0.880 EA 145.20			DEL: 8-10 WEEKS			
14 HLS-795-LD-E CLAMP HL STIRRUP 336.4- 795 STD PKG: 10 DEL: 2-4 WEEKS 15 SPT-0327 SPOOL TIE FOR 336.4 ACSR 16 IN LINE TIE IN-LINE TIE FOR 336.4 17 J6823 WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50 EA 480.90 LEA 480.90 EA 480.90 LEA 480.90 LEA No Quote 18 LINE TIE 108 LINE TIE 10	13		BRKT C/O & ARR 18" 1.5"D 3-POS HDWR/SLOT IRON	1 128.000	EA	128.00
CLAMP HL STIRRUP 336.4- 795 STD PKG: 10 DEL: 2-4 WEEKS 15 SPT-0327 SPOOL TIE FOR 336.4 ACSR 16 IN LINE TIE IN-LINE TIE FOR 336.4 17 J6823 WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50			DEL: STOCK			
DEL: 2-4 WEEKS 15	14		CLAMP HL STIRRUP 336.4- 795	21 22.900	EA	480.90
15 SPT-0327 SPOOL TIE FOR 336.4 ACSR 16 IN LINE TIE IN-LINE TIE FOR 336.4 17 J6823 WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50						
SPOOL TIE FOR 336.4 ACSR 16 IN LINE TIE			DEL: 2-4 WEEKS			
17 J6823 WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50	15			18	EA	No Quote
WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50	16			108 /	EA	No Quote
WASHER SQ CURVED 3" FOR 3/4" BOLT STD PKG: 50					A	145.20
	17		WASHER SQ CURVED 3" FOR 3/4" BOLT	165 🗸 0.880	EA	145.20
			DEL: STOCK			



www.anixterpowersolutions.com

6525 BEST FRIEND RD SUITE 100 NORCROSS, GA 30071

Phone: 404.691.2605 Fax: 770.798.1309

770.798.1309 Quotation: U00600573.00

18	EA EA EA	315.00 445.25 No Quote 127.80 127.80
19	EA EA	No Quote
BOLT MACH 5/8" X 28" DEL: 2-4 WEEKS 20	EA EA	No Quote
BOLT OVALEYE 5/8" X 22" 21	EA	127.80
BOLT OVALEYE 5/8" X 22" 21	EA	127.80
BOLT OVALEYE 5/8" X 28" 22	EA	127.80 \$21
BOLT DA 5/8" X 36" W/4 SQ NUT STD PKG: 10 DEL: 2-4 WEEKS 23 GCC15-12R2 INSU GUY STRAIN SILI 15000# 12" CLV-CLV 2R STD PKG: 10		\$21
BOLT DA 5/8" X 36" W/4 SQ NUT STD PKG: 10 DEL: 2-4 WEEKS 23 GCC15-12R2 INSU GUY STRAIN SILI 15000# 12" CLV-CLV 2R STD PKG: 10		\$21
STD PKG: 10 DEL: 2-4 WEEKS 23 GCC15-12R2 INSU GUY STRAIN SILI 15000# 12" CLV-CLV 2R STD PKG: 10	EA	P
INSU GUY STRAIN SILI 15000# 12" CLV-CLV 2R STD PKG: 10	EA	357.50
24 615883 16 13.000 ROD GROUND 5/8 X 8 FT CU 13MIL REA NON-TH YEL STD PKG: 100	EA	208.00
DEL: STOCK		
25 G1HDR124AS1 108 67.300 POLE TOP PIN FIBERGLASS 24"	EA	7,268.40
DEL: 10-12 WEEKS		
26 HPI-55-4 108 5.410 INSU PIN 15KV F-NECK POLYE GRY	EA	584.28
STD PKG: 18		
DEL: STOCK 27 dei-28 82 11.100	EA	910.20
INSU DE SUSP 28KV SIL IRON END FTGS STD PKG: 15		
DEL: STOCK		



6525 BEST FRIEND RD SUITE 100 NORCROSS, GA 30071

SPRING STRE 41

www.anixterpowersolutions.com

Phone: 404.691.2605 Fax: 770.798.1309

Quotation: U00600573.00

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
28		G1HDA424DV4 BRKT FBRGLS 1PH F PIN 1-3/8"X24" STANDOFF STD PKG: 2	12	65.250	EA	783.00
		DEL: 5 IN STOCK // BALANCE: 10-12 WEEKS IF NONE ON ORDER				
			SECTION	TOTAL:		\$66,447.13
			QUOTE	E TOTAL:		\$66,447.13

Special Notes

1) All items are In Stock unless otherwise noted.

2) All item pricing on this quote is valid for thirty days unless otherwise specified.

3) All applicable taxes apply.

For the latest terms & conditions please visit: https://www.anixterpowersolutions.com/site/legal/purchase-terms.html

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



STUART C IRBY BR743 KENNESAW 1025-A COBB INTERNATIONAL PLACE SUITE A KENNESAW GA 30152 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
09/06/19	S011542726
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741 ATLANTA GA 30384	1

SOLD TO:

CITY OF MONROE

ATTN: ACCOUNTS PAYABLE

PO BOX 1249

MONROE, GA 30655-1249

SHIP TO:

CITY OF MONROE, UTILITIES DEPT. 420 NORTH BROAD STREET

MONROE, GA

30655

770-266-5406

CUSTOMER NUM	RER	CUSTOMER ORDER NUMBER		JOB/RI	ELEASE NUMBER	OUTSIDE SALESPERSON		
COSTOPIER NOTE	DLK	COSTONER ONDER NOMBER						
12935	3					Jordan D Fe	rnie	
INSIDE SALESPE	RSON			REQD DATE	FRGHT ALLWD	SHIP VIA		
Todd E H	orto		11 142	09/06/19	Yes			
ORDER QTY		LINE	_	DESCRIPTION		Prc/UOM	Ext Amt	
25EA		1	MACL ASO-398-1- CLAMP	-N #6 - 2	/0 AL DE	6.950EA	173.7	
			STANDARD PACKA	GE = 25				
80EA		2	MACL ASO-858-11	N DEADEND	CLAMP	14.350EA	1148.0	
	,		STANDARD PACKA	GE = 20				
9EA		3	MACL 89031R10D 14.4KV 100A UL HEAD POLE-TOP; CONNECTORS	TRA-HEAVY	-DUTY OVER	75.000EA	675.0	
250FT 6EA	1		GUY 3/8 UG CLS *SLING ZCS1918			340.000M 12.650EA	85.0 75.9	
25EA		6	OFFSET EYE MACL PX08LD003	-2E 8' SM	PROFILE D/	153.250EA	3831.2	
			STANDARD PACKA	GE = 25				
36EA 50EA		7 8	MACL ZHP010-00 MACL J1300 CLE		V SRG ARST	33.250EA 5.550EA	1197.0 277.5	
			STANDARD PACKA	GE = 25				
50EA		9	*РОНА Р532G Р5	3-2G POWE	R LINE	0.660EA	33.0	
			STANDARD PACKA	GE = 50				
***	Continued	on	Next Page ***					
	,							

^{**} Reprint ** Reprint ** Reprint **



STUART C IRBY BR743 KENNESAW
1025-A COBB INTERNATIONAL PLACE
SUITE A
KENNESAW GA 30152
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
09/06/19	S011542726
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 74: ATLANTA GA 30384	2

SOLD TO:

CITY OF MONROE

ATTN: ACCOUNTS PAYABLE

PO BOX 1249

MONROE, GA 30655-1249

SHIP TO:

CITY OF MONROE, UTILITIES DEPT.

420 NORTH BROAD STREET

MONROE, GA

30655

770-266-5406

ORDERED BY:

OUTSIDE SALESPERSON			ELEASE NUMBER	STOMER NUMBER CUSTOMER ORDER NUMBER JOB/RELEASE NUMBER		CUSTOMER NUM			
e	Jordan D Fernie		FRONT ALLER	DEOD DATE			74	129353 INSIDE SALESPERSON	
47	/IA	SHIP V	FRGHT ALLWD	REQD DATE	, ' ·			KSUN	NOTUE SALESPE
			Yes	09/06/19			0	orto	odd E H
	Ext Ar	Prc/UOM		DESCRIPTION		LINE	IIP QTY		ORDER QTY
368.0	1736	167.000C	2080LB REEL	.4 MERLIN	COND ACSR 336	10			10400LB
				5695FT	2080LB REEL =				
790.0	79	395.000C		E 7STR 25LI	UTBC 2 SD BARE (10686412)	11			200LB
		х.			25LB SPOOL = 1				
461.50	46	46.150EA		CUTOUT & A	MACL G1MDA112A SINGLE PHASE O BRACKET	12			10EA
		V			STANDARD PACK				
465.00	146	146.500EA	BRACKET	512.7	MACL G3MA01361 GPB3-0-568M-36 3-PHASE CUTOUT	13	ie.		10EA
		1		AGE = 10	STANDARD PACKA				
120.00	42	21.000EA		MP STIRRUP	BLAC SCN50 COM FOR 336ACSR	14			20EA
				AGE = 20	STANDARD PACKA				
								<u>\$3</u>	
					Next Page ***	on	inued	Cont.	***
		. 3			,				
		. ,	BRACKET	512.7 F/ARRESTER AGE = 10 MP STIRRUP	GPB3-0-568M-36 3-PHASE CUTOUT	14	inued	i i	20EA

^{**} Reprint ** Reprint ** Reprint **

Quotation

44



STUART C IRBY BR743 KENNESAW 1025-A COBB INTERNATIONAL PLACE SUITE A KENNESAW GA 30152 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
09/06/19	S011542726
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741 ATLANTA GA 30384	3

SOLD TO:

CITY OF MONROE

ATTN: ACCOUNTS PAYABLE

PO BOX 1249

MONROE, GA 30655-1249

SHIP TO:

CITY OF MONROE, UTILITIES DEPT.

420 NORTH BROAD STREET

MONROE, GA 30655

770-266-5406

ORDERED BY:

CUSTOMER NUI	MRFR	CUSTOMER ORDER NUMBER		100 /B	ONDERED BI	OUTCIDE OU FORFOCK		
COSTONER NO	OMER NUMBER CUSTOMER ORDER NUMBER JOB/RELEASE NUMBER		ELEASE NUMBER	OUTSIDE S	ALESPERSON			
12935	53					Jordan D E	Ternie	
INSIDE SALESPI	ERSON			REQD DATE	FRGHT ALLWD	SHIP V		
Todd E H		T		09/06/19	Yes			
ORDER QTY 50EA	SHIP QTY	LINE		DESCRIPTION		Prc/UOM	Ext Amt	
SUEA	7	15	*HELI HSPT-033	3 SPOOL TI 1/0 W/AROD	E FOR 336.4	5.250EA	262.50	
			STANDARD PACKA	AGE = 50				
108EA 200EA		16 17	*HELI HDTF-033 *POHA P113 WAS	BHER CURVE	336.4 ACSR D 3X3 5/8"	4.850EA 0.740EA	523.80 148.00	
,0			STANDARD PACKA	AGE = 50				
100EA 75EA		18 19	MACL J8822 5/8 MACL J8828 BOI	BX22 MACHIN LT MACH5/82	NE BOLT K28	3.900EA 6.850EA		
	.6		STANDARD PACKA LEAD TIME = 18					
15EA		20	MACL J9138 BOI	T DA 7/8 >	ζ 38	44.250EA	663.75	
			STANDARD PACKA	AGE = 5				
30EA		21	MACL GCC15-12R	R2 15M-12IN	N INS	19.000EA	570.00	
			STANDARD PACKA	AGE = 10				
16EA 108EA	l .	22 23	GALV 6258 5/8X MACL G1HDR124A TOP PIN	8 CU CTD 6 S1 GRP-558	GND ROD BH-24 POLE	10.750EA 62.200EA	172.00 6717.60	
108EA		24	*POHA P55-4GR	PIN TYPE I	INSULATOR	3.950EA	426.60	
***	Continued	on	Next Page ***					
							9	

^{**} Reprint ** Reprint ** Reprint **

39887.90

** Reprint ** Reprint ** Reprint **



STUART C IRBY BR743 KENNESAW
1025-A COBB INTERNATIONAL PLACE
SUITE A
KENNESAW GA 30152
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
09/06/19	S011542726
REMIT TO:	PAGE NO.
STUART C IRBY CO	
POST OFFICE BOX 741	1001
ATLANTA GA 30384	4

SOLD TO:

CITY OF MONROE

ATTN: ACCOUNTS PAYABLE

PO BOX 1249

MONROE, GA 30655-1249

For Terms and Conditions, Please See our website.

SHIP TO:

CITY OF MONROE, UTILITIES DEPT.

420 NORTH BROAD STREET

MONROE, GA 30655

770-266-5406

ORDERED BY:

ices firm for acc bject to change d thorized in writin	eptance within 30 aily. Quotation	is is a quotation of days with the exceptions of the composite com	on of commodity	prices which are be used unless	Subtotal S&H CHGS Sales Tax	39887.90 0.00 0.00	
100EA	26	MACL J25247.1 5/8 X 1-3/4" STANDARD PACK		POST STUD	3.200EA	320.0	
90EA	25	MACL DS-28M STANDARD PACK	JSP INSULA	TOR	Prc/UOM 13.100EA	1179.0	
Codd E Hort	SHIP QTY LINE		09/06/19 DESCRIPTION	Yes		8	
INSIDE SALESPERSON		REQD DATE FRGHT ALLWD		SHIP VIA			
129353	9353					Jordan D Fernie	
COSTONER MONDER	CUSTOMER NUMBER CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON		

ĭ	ring Street M aterial List							•
Line	e Item Descript ion	Manufacturer Part #	Quantity	Quantity Need	Unit of	Price	Availability	Total Price
Item			Needed	Based on Std	Measure			
#				Package Sizes				
_	6 - 2/0 Side Open Deadend Clamp	AS03981N	4 Std Pack 25	25	Each	8.12	In Stock, SPS	\$203.00
0	2/0 - 556.5 Side Open Deadend Clamp	AS0-858-1-N	66	66	Each	16.74	1-2 weeks	\$1,104.84
w	100 AMP Cutout	89031R10-D	9	9	Each	58.00	In Stock, SPS	\$522.
4	3/8" Guy Wire, Utility Grade		250		Feet	NB		
S)	Kellum Grip for 1/0 UG Primary		6	6	Each	15.00	In Stock, SPS	\$90.00
n	Fiberglass Deadend Arm, 8' x 3-5/8" x 4-5/8"	PX08LD003-2E	7		Each	NB		
7	Distribution Surge Arrest er	ZHPOI0-0000000	36	36	Each	25.75	In Stock, SPS	\$927.00
00	Neutral Clevis	J1300	44 Std Pack 15	45	Each	6.90	In Stock, SPS	\$310.50
9	3" Neutral Spool	53-2	44 Std Pack 50	50	Each	0.66	In Stock, SPS	\$33.00
10	(4)	MERLIN - 1 reel = 2077LB, 5695	26,000' = 9482 LBs	9,482	Feet	1.76/LB	1-2 weeks	\$16,688.32
	2 AWI	25# Spool = 122	976' = 200LBs	200	Feet	3.96/LB	In Stock, SPS	\$792.00
12	T-Br	G1MDA112ADB	6	6	Each	33.00	1-2 weeks	\$198.00
13			1 Std Pack 5	5	Each	166.00	10-11 weeks	\$830.00
14			21 Std Pack 20	20	Each	22.50	In Stock, SPS	\$450
15	S		18 Std Pack 50	50	Each	3.98	1-2 weeks	\$199.00
16			108 Std Pack 50	100	Each	8.20	2-3 weeks	\$820
17			165 Std Pack 50	200	Each	0.86	In Stock, SPS	\$172
200			100	100	Each	4.25	1-2 weeks	\$425.00
19			65 Std Pack 15	75	Each	6.50	1-2 weeks	\$487.50
20			50 Std Pack 40	80	Each	11.25	1-2 weeks	\$900.00
21			10	10	Each	NB		
22	2 5/8" x 38" Double Arming Bolt		12	12	Each	NB		
23		GCC15-12R2	25 Std Pack 10	30	Each	12.10	1-2 weeks	\$363
24	Copper Gro und Rod 5/8" x 8"		16 Std Pack 50	50	Each	10.50	In Stock, SPS	\$525
25	Fibe	G1HDR124AS1	108	108	Each	54.25	7-8 weeks	\$5,859.00
26		55-4	108	108	Each	4.60	2-3 weeks	\$496
27	Suspension Insulat or, 25kv	DEI-28	82 Std Pack 15	00	Each	12.15	In Stock, SPS	\$000.00
-				2	TI COL	35 00	2000 0000	900000

Thank you for considering Tri-State Utility Products For questions please contact Dan Dobras - 770-590-2857

Stud Mounting F-Post Insulator

\$34,389.46

Since 1821



To: City Council

From: Brian Thompson

Department: Electric

Date: 10/01/2019

Subject: Labor for Spring Street Circuit Relocation

Budget Account/Project Name: Spring St Relocation

Funding Source: CIP

Budget Allocation: \$350,000

Budget Available: \$272,031

Requested Expense: \$288,000 Company of Purchase: Service Electric

Description:

Labor to replace conductors from Highland to Breedlove.

Background:

The relocation of our two circuits on W Spring St sealed bid was responded to and won by Service Electric Corp. The project was officially turned down by Pike, U-Tec, and Marble & Pirkle due to lack of labor and equipment or the complexity of the project. The cost while above our budgeted amounts still comparable with current labor cost. This project is listed in our 2018 CIP and we will need to pull funds from the 2019 CIP to make up the difference. 2019 Primary rebuild has a budget of \$291,000.

Attachment(s):

Bid tally sheet

CITY OF MONROE ELECTRIC DIVISION ELECTRIC RELOCATION – W. SPRING STREET

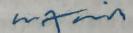
LUMP SUM BID TO PROVIDE LABOR, TOOLS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE ELECTRIC RELOCATION FOR THE WEST SPRING STREET PROJECT, MONROE, GA 30655 IN ACCORDANCE WITH BID DOCUMENTS, SPECIFICATIONS AND DRAWINGS.

\$ 288,000.00 (Two Hundred Eighty Eight Thousand Dollars)

GUARANTEED DATE FOR COMPLETION:	60 Days after Start Date

DATE, TITLE & SIGNATURE OF PERSON PREPARING BID:

9/13/2019 Chris Froehlich, Vice President



NAME, ADDRESS, EMAIL ADDRESS, PHONE & FAX NUMBER OF BIDDING ORGANIZATION:

Service Electric Company 1631 East 25th Street Chattanooga, TN 37404

PH (423) 265-3161

Fax (423) 490-7524



To:

Planning and Zoning / City Council

From:

Patrick Kelley

Department:

Planning, Zoning, Code and Development

Date:

08-16-19

Description:

Lot frontage variance to subdivide 906 Alcovy St.

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation:

NA

Budget Available:

NA

Requested Expense:

\$NA

Company of Purchase: NA

Since 182

Recommendation: Approval

Background: The owner wishes to subdivide this previously derelict property into 4 lots. They have 384.7 feet of frontage and would like to have a variance for one lot frontage to 84.7 feet. The lot with the varied frontage will have square footage greater than the requisite 14,000 for an R1 zoned lot.

Attachment(s):



City of Monroe

215 N. Broad Street Monroe, GA 30655 (770)207-4674

Plan Report

Plan NO.: VAR-000023

Plan Type: Variance

50

Work Classification: New Construction

Plan Status: In Review

Apply Date: 08/06/2019

Expiration:

Location Address	Parcel Number		
906 ALCOVY ST, MONROE, GA 30655 M0080007			
Contacts			
ALCOVY BUILDERS, INC PO BOX 1758, LOGANVILLE, GA 30052	Alcovy Surveying & Engineering Inc 2205 Highway 81 S, Loganville, GA 30052 (770)466-4002		

Description: REQUEST FOR VARIANCE OF LOT FRONTAGE ON LOT 4 - P&Z MTG 9/17/19 @ 5:30 PM - COUNCIL MTG 10/8/19 @ 6:00 PM 215 N BROAD ST

Valuation:	\$0.00	
Total Sq Feet:	0.00	

\$100.00 \$100.00 \$0.00

Fees	Amount	Payments
Single Family Rezone or Variance Fee	\$100.00	Total Fees
Total:	\$100.00	Check # 5879
	STATE OF THE PLANT AND ADDRESS.	Amount Due:

<u>Condition Name</u> <u>Description</u> <u>Comments</u>

Abbre adkinin		August 06, 2019
Issued By: Debbie Adkinson	-	Date
Life		8-6-19
Plan_Signature_1	-	Date
Plan_Signature_2	-	Date

Documents to be submitted with request:	
Recorded deed	Application Fees:
Survey plat	\$100 Single Family
Site plan to scale	\$300 Multi Family
Proof of current tax status	\$200 Commercial
Each applicant has the duty of filing a disclosure report w	ith the City if a contribution or gift totaling two hundred and
fifty dollars (\$250.00) or more has been given to an official	al of the City of Monroe within the last two (2) years.
The above statements and accompanying materials are of	omplete and accurate. Applicant hereby authorizes Code
department personnel to enter upon and inspect the pro	perty for all purposes allowed and required by the zoning
ordinance and the development regulations.	
Signature Date:	2-5-19
(PRONAND SMITH	
PUBLIC NOTICE WILL BE PLACED AN	ID REMOVED BY THE CODE DEPARTMENT
SIGN WILL NOT BE REMOVED U	JNTIL AFTER THE COUNCIL MEETING.
*Property owners signature if not the applicant	M PON
	A DE LOS DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DE
Signature	Date: 2-5-19
Rodney West, Account Bugget	Almic
any 1 four	Date: 8-5-19 Date: 8-5-19
Notary Public	
Commission Expires:	COUNT
•	
I hereby withdraw the above application: Signature	Date

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

52

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

BILL NUMB. 2018 11079

ACCT NUMB. 221580 010
TAXPAYER EDMONDSON CLAUDE T &

MAP NUMBER M 8

LEGAL DESC 1.70AC

LOCATION 906 ALCOVY STREET CURRENT YEAR TAXES NO TAX DUE

PAYMENT DUE

NO TAX DUE

ON OR BEFORE NOVEMBER 15, 2018

If paying by check or money order, please include your tax bill number.

> EDMONDSON CLAUDE T & EDMONDSON MARY 3710 PILOT ROAD COVINGTON GA 30014

11079PT

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

2018 CO.PT. 11079

MONROE, GA. 30655

Please return this portion of your bill with your payment

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	R DI LOCATION/DESCRIPTION		MZ	AP/PARCEL	FAIR MARKET VALUE
2018 011079	221580 010 1	1.70AC		M 8	7	39,500
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX CITY BOND OTHR CHRGS	15800 15800 15800 15800 15800		15800 15800 15800 15800 15800	.0109050 .0186000 .0026000 .0052980 .0019790	37.92 64.39	172.30 293.88 41.08 83.71 31.27 72.61
					CHOOL TAXES OTAL COUNTY T TOTAL CITY T	334.96 172.30 114.98
PAYMENTS						-694.85

PAYMENTS

THIS YEAR TAX NO TAX DUE

NO TAX DUE CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY

EDMONDSON CLAUDE T & EDMONDSON MARY 3710 PILOT ROAD GA 30014 COVINGTON

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

YOUR CANCELLED CHECK IS YOUR RECEIPT MONROE, GA. 30655

------PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL-------

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 266 1736 If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should next year's taxes. Information on filing a return can be obtained from the County Tax Office at 303 S. HAMMOND DRIVE

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax
Act and another part of your bill shows the dollar amount of
reduction of local property taxes which you have received.
The law now requires the following additional information to
be provided to each taxpayer:

LOCAL TAX LEVY:
Mill rate required to produce local budget
Reduction in mill rate due to rollback to taxpayers
of sales tax proceeds this previous year
Actual mill rate set by local officials

22.678 6.475 16.203



Variance/Conditional Use Application

Application must be submitted to the Code Department 45 days prior to the Planning & Zoning Meeting of: _____

Your representative must be present at the meeting

Street address 906 Account Street Zoning 12-1 Acreage 1.448 Proposed Use Account Street or streets)	Council District / / 7 Map and Parcel # M8 P4 se Read Frontage 384.70 ft. / on
Applicant Name Acory Silvey Los EAC. Address 2205 Huy. 815. Phone # Logard 112 GA 30052 770 + 66 4007 Request Type: (check one) Variance Conditional Use	Owner Name ALLONY POULTERS INC. Address P.O. POX 1758 Phone # LOGANIII, GA. 30052
	be type of activity proposed, manner of operation, number of ber of vehicle trips, water and sewer use, and similar matters:
State relationship of structure and/or use to existing str	ructures and uses on adjacent lots;
REDUCE MINIMUM FRONTAGE REQUIRED TO 84.70'. PROPOSEN LOT WILL BE LOT SIZE REQUIRED. No State area, dimensions and details of the proposed strue	n R-1 Zonino.
	ublic Sewer: Septic: Electrical: Gas:
For any application for an overlay district, a Certificate of Preservation Commission or the Corridor Design Commi	of Appropriateness or a letter of support from the Historic ission for the district is required.

2-1 KB

After Recording Return To: McMichael & Gray, P.C. 574 Conyers Road, Suite 100 Loganville, GA 30052

Order No.: LOG-190564-PUR

Property Appraiser's Parcel I.D. Number: M0080007

BK: 4410 PG: 329-330 Filed and Recorded Jul-09-2019 03:46:28PM DOC#: D2019-007824 Real Estate Transfer Tax Paid \$67.00 1472019002434

Karen P. David CLERK OF SUPERIOR COURT Walton County GA.

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 2nd day of July, 2019, between

Claude T. Edmondson and Mary F. Edmondson

of the County of Walton, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

Alcovy Builders, 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 No/100 Dollars (\$10.00) and other good and 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, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

SUBJECT to all zoning ordinances, easements and restrictions of record affecting said premises.

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 owning, holding or claiming by, through or under the said Grantor.

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:

Unofficial Witness

Notary Public

My Commission Expires 10-19-22

Many F. I

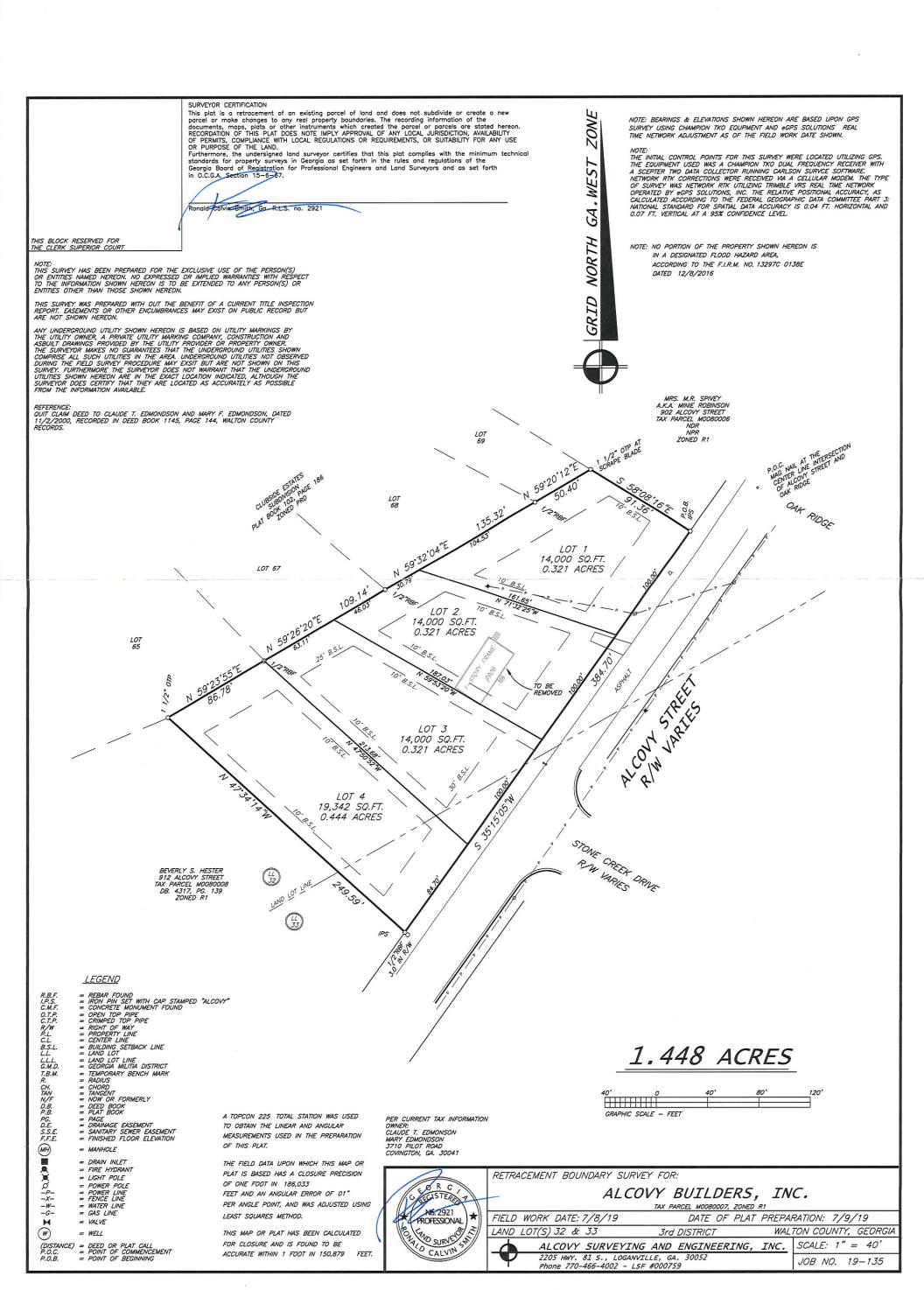


EXHIBIT A

All that tract or parcel of land, together with all improvements thereon situate, lying and being in the City of Monroe, County of Walton, State of Georgia, 419th District, G.M., and being improved property described as follows: Beginning at an iron pin on the Northwest side of the Jersey Road, at the Eastern corner of Elmer Mitchell property line adjacent to property conveyed herein, and running along said Jersey Road North 34 degrees East 392.00 feet to an Iron pin; thence North 59 degrees West 106.24 feet to an Iron pin; thence south 58.3/4 degrees West 382.1 feet to an iron pin; thence in a Southeasterly direction along the line of Elmer Mitchell property 272 feet back to the point of beginning. BOUNDED Now or formerly as follows: Northwest and North by J.B. Williams, Northeast by Minnie Robertson, East and Southeast by Jersey Road, Southwest and West by Elmer Mitchell, and being 1.55 acres, more or less. Said tract being all of the land conveyed to Mrs. P.D. Allen and Violet Allen by W.F. Reeves by deed recorded in Book 29, page 367, Record of Deeds for Walton County, Georgia, less 1.15 acres deeded to Elmer Mitchell by deed recorded in Book 29, page 520, Record of Deeds for Walton County, Georgia, reference to said deeds and the record thereof being hereby made.

CIT, E.

NOTICE TO THE PUBLIC CITY OF MONROE

The City of Monroe has received a request for a variance of section 700.1 Table 11 lot frontage of the Zoning Ordinance for 906 Alcovy Street. A public hearing will be held on September 17, 2019 before the Planning & Zoning Commission, at 5:30 P. M.

The City of Monroe has received a request for a variance of section 700.1 Table 11 lot frontage of the Zoning Ordinance for 906 Alcovy Street. A public hearing will be held on October 8, 2019 before the Mayor and Council, at 6:00 pm.

The meeting will be held in City Hall Meeting Room, 215 North Broad Street. All those having an interest should be present.

Please run on the following date:

September 1, 2019



To:

Planning and Zoning / City Council

From:

Patrick Kelley

Department:

Planning, Zoning, Code and Development

Date:

08-16-19

Description:

Rezone request for 123 Plaza Trace from Professional to R2 Multifamily

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation:

NA

Budget Available:

NA

Company of Purchase: NA

Since 182

Requested Expense:

\$NA

Recommendation: Approval

Background: This property is an apartment complex which is currently and existing non-conforming use in professional zoning. The applicant wishes to have the property rezoned to match the use pursuant to funding for renovations and upgrades or refinancing.

Attachment(s):



City of Monroe 215 N. Broad Street Monroe, GA 30655 (770)207-4674

Plan Report

Plan NO.: **ZONE-000025**

Plan Type: Rezone

59

Work Classification: Map Amendment

Plan Status: In Review

Apply Date: 08/07/2019

Expiration:

Location Address			y	
123 PLAZA TRCE, MONROE,	GA 30655			
Contacts				
Monroe Family LTD P.O. BOX 2285, Valdosta, GA	31604	Applicant		
Description: REQUEST FOR REZO COUNCIL MTG 10/8/19 @ 6:00		ИТG 9/17/19 @ 5:30 PM -	Valuation: Total Sq Feet:	\$0.00
Fees Multifamily Rezone or Variance Fee Total:	\$300.00 \$300.00	Payments Total Fees Credit Card Amount Due:	Amt Paid \$300.00 \$300.00 \$0.00	
Condition Name	<u>Description</u>		Comments	
(Oelolie)	alken	سمد		August 07, 2019
7/4 H	ssued By:	<u>-</u>	A	Date 6. 7 - 20/5
Plan	Signature_1			Date

Plan_Signature_2

Date

REZONE APPLICATION FORM

PERM	II NUMBER
I.	LOCATION TOST PLAZA TRACE
	COUNCIL DISTRICT 3 4 7
	MAPNUMBER NM 06C
	PARCEL NUMBER /2
II.	PRESENT ZONING REQUESTED ZONING MVVII- FAMILY
III	ACREAGE 2. 94 AC PROPOSED USE MNLTE-FARELY
IV	ADDRESS 3/4 N. PATTERSON ST. VALUESTA LA. 3/601
PF	HONE NUMBER 229-242-7759
The fo	llowing information must be supplied by the applicant. (attach additional pages if needed)
V	. ANALYSIS:
1.	5 LOTS, H'S, 17, 18, 18, 20, 21 DELECTY NEWS FROM SUBJECT PROPERTY NO ZONEN K-2. THERE ALE 3 MULTE-FAMILY PROPERTES WITHEN 1/4 MILE. TWO
2.	HAVE WIRECTLY MOSKEEM.
3.	The existing value of the property contained in the petition for rezoning under the existing zoning classification 535,000 PEN 2018 ADVALOREY TAX NOTTIE,
4.	The value of the property contained in the application for rezoning under the proposed zoning Classification
5.	A description of the suitability of the subject property under the existing zoning classification EXESTER MULTIL-FRANKLY PLANKLY STACK 1989
6.	A description of the suitability of the subject property under the proposed zoning classification of the property Existing Filosophica 1989

Rezoning Application	n
Page Two (2)	

7.	A description of any existing use of property including a description of all structures presently occupying the property FYISTER 48 WATE MIF PROPERTY
8.	The length of time the property has been vacant or unused as currently zoned
9.	A detailed description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning classification

Applications found to be incomplete or incorrect will be rejected. See the attached calendar for deadline dates. It is the responsibility of the applicant and not the staff to ensure that a complete and accurate application is submitted.

LEGAL DESCRIPTION OF PROPERTY

SEE. HTTHELED

Rezoning Application Page Three (3)
Wherefore, applicant prays that the procedures incident to the presentation of this petition be taken, and the property be rezoned accordingly.
Owner of property (signature) Mary 1 Allows Address 314 N. Patterson St. Valdosta, G.A. 3160) Phone Number 229-316-2232
Attorney/Agent (signature) Address Phone Number
Personally appeared before me the above applicant named Mary T. Johnson who on oath says that he/she is the General Partner of the LP. for the foregoing, and that all the above statements are true to the best of his/her knowledge.
My Commission Expires Guly 28, 2000 25 2020 (Date)
My Commission Expires July 28 2000 35 2020

Rezoning Application Page Four (4)			
What method of sewage dis	posal is planned for the subj	ect property?	
EXISTER	nust be included in the appl	Septic ication material requesting Frank TMALE, co	an annexation or zoning
	CHECK LIST - APPLIC	CATION MATERIAL	
(\$300 (\$200.0	00 Application Fee Single F .00 Application Fee Multi F 00 Application Fee Commentication fee For Annexation	amily Rezoning) reial Rezoning)	
Special Conditions made Legal Description abutting property abutting proper the zoning of all the current zoni Development Plan Site plan of the proper the proposed us internal circulated landscaping mine grading lighting drainage (storm amenities (located buildings (maximum description) amenities (located buildings (maximum description)	outting property ng of the subject property (two full siz ty at an appropriate scale	cation request nces and: e and one 11x17) number of parking spaces) ndscaped area and height of structures)	nt Officer:
Monroe Utilities Netwo Application Material-Sectio the site plan:		inance outlines the specific	e items to be included on

Rezoning Application

Page five (5)

	fy: (circle the appropriate district applied for)
	the maximum gross square footage of building area the maximum lot coverage of building area the minimum square footage of landscaped area the maximum height of any structure the minimum square footage of parking and drive areas the proposed number of parking spaces
	plication for the R-1, R-1A, R-2 or MH districts the site plan shall additionally identify: (circle the district applied for)
——————————————————————————————————————	the maximum number of residential dwelling units the minimum square footage of heated floor area for any residential dwelling unit the maximum height of any structure
	the minimum square footage of landscaped area the maximum lot coverage of building area
_	the proposed number of parking spaces
-	on all rezoning applications a revised site plan to be approved at a later date by the Mayor and City Council may be required
-	yesno Applicant site plan indicates a variance requested for any application for multi-family residential uses, the site plan shall also identify the
	maximum height of any structure, location of amenities, and buffer areas: and,
-	any other information as may be reasonably required by the Code Enforcement Officer.
the required	ant requesting consideration of a variance to any provision of the zoning ordinance as shown on d site plan shall identify the variance(s) and identify for each variance shown the following a which shall confirm that the following condition(s) exist:
1.	Any information which identifies that there are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography
<u>2.</u>	that are not applicable to other lands or structures in the same district. Any information whereby a literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.
3.	Any information supporting that granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.
4.	Information clearly showing that the requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.
5. 6.	Information that the special circumstances are not the result of the actions of the applicant.
o.	A description of how the variance requested is the minimum variance that will make possible the legal use of the land, building, or structure in the use district proposed.
7.	Information indicating the variance is not a request to permit a use of land, buildings, or structures, which are not permitted by right in the district involved.
Rezoning A	Application

Page six (6)					
COMMENTS					
Disclosure of Campaign Contributions and/or gifts: Each applicant has the duty of filing a disclosure report with the City if a contribution or gift totaling two hundred and fifty dollars (\$250.00) or more has been given to an official of the City of Monroe within the last two (2) years. The filing shall be within ten (10) days after the application is made, and in the case of a supporter or opponent, filing shall be at least five (5) days before the first public hearing.					
I hereby withdraw the above application: Signature: Date:					

NOTICE TO THE PUBLIC CITY OF MONROE

A petition has been filed with the
City of Monroe requesting the
property at 143 Plaza Trace to
be rezoned from P to R2
A public hearing will be held before
the Monroe Planning and Zoning
Commission at City Hall Auditorium at
215 N. Broad Street on September 17, 2019
at 5:30 P.M. All those having an
interest should be present to voice
their interest.

A petition has been filed with the
City of Monroe requesting the
property at 143 Plaza Trace to
be rezoned from P to R2
A public hearing will be held before
The Mayor and City Council
at the City Hall Auditorium at
215 N. Broad Street on October 8, 2019
at 6:00 P.M. All those having an
interest should be present to voice
their interest.

PLEASE RUN ON THE FOLLOWING DATE:

September 1, 2019



CODE DEPARTMENT

August 2, 2019

Randy Crosby TISHCO Development Inc 314 North Patterson St Valdosta, GA 31601

RE: Country Grove LLC, 686 Plaza Trace, map & parcel NM06C11 & NM06C12, Monroe GA 30655, Zoning Verification

Dear Mr. Crosby

Per your request for a Zoning Verification for the properties at map and parcels NM06C11 and NM06C12, both of the parcels mentioned are zoned "P" for professional and the use of apartments on these parcels are an existing non-conforming use.

If we can be of further assistance, please contact me.

Sincerely,

Debbie Adkinson

Code Department Assistant



CITY OF MONROE

Post Office Box 1249 Monroe, Georgia 30655 (404) 267-7536

Ralph B. Taylor, Jr., Mayor . Rosemary B. Mathews, Vice Mayor

May 27, 1987

Mrs. Tish Johnson General Partner Monroe Family, LTD. P.O. Box 2295 31604 Valdosta, Georgia

Re: Monroe Family, Ltd.

Dear Mrs. Johnson:

The property located in Monroe West Business Park, Phase B, is zoned professional - multi-family. Construction of multi-family apartments is allowed in this area. The zoning restrictions that will apply to your suggested development are:

Number of units per acre - 13 per acre

Set Backs - 25' from r/w Etcetera - min. floor area 600 sq. ft.

Sincerely,

Harvey McClendon Code Officer

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

RETURN SERVICE REQUESTED

If paying by check or money order, please include your tax bill number.

յովը|կումլկովը|կՈւրվիՄնեի|կ|կոՄիրիկ|իրը|կիու

MONROE FAMILY LTD PO BOX 1767

24957PT

VALDOSTA

GA 31603-1767

38299

BILL NUMB. 2018 24957 ACCT NUMB. 499140 010

MONROE FAMILY LTD TAXPAYER

MAP NUMBER NM06C 11

LEGAL DESC #11&PT#10 MONROE WEST 1.8 143 PLAZA TRACE LOCATION

7,859.08 CURRENT YEAR TAXES

PAY THIS AMOUNT---->7,859.08 ON OR BEFORE NOVEMBER 15, 2018

RECEIVED AUG 2 0 2018

WALTON CO. TAX COMM 303 S. HAMMOND DRIVE SUITE 100

MONROE, GA. 30655

2018 CO.PT. 24957

Please return this portion of your bill with your payment in the enclosed envelope

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPT	ION	MA	P/PARCEL	FAIR MARKET VALUE
2018 024957			ROE WEST 1.8	NM06C	11	498,900
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX CITY BOND	199560 199560 199560 199560 199560		199560 199560 199560 199560 199560	.0109050 .0186000 .0026000 .0052980 .0019790	478.94 813.21	2,176.20 3,711.82 518.86 1,057.27 394.93

TOTAL SCHOOL TAXES TOTAL COUNTY TAXES 4,230.68 2,176.20 TOTAL CITY TAXES 1,452.20

TOTAL TAX DUE

WALTON CO. TAX COMM.

7,859.08 CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY

MONROE FAMILY LTD PO BOX 1767 VALDOSTA

GA 31603-1767

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018 YOUR CANCELLED CHECK IS YOUR RECEIPT

303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company. We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352
If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value not later than 4/01/2019 in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at 303 S. HAMMOND DRIVE

1. COLD TOWN SALES TAY CREATE.

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax
Act and another part of your bill shows the dollar amount of
reduction of local property taxes which you have received.
The law now requires the following additional information to
be provided to each taxpayer:

LOCAL TAX LEVY:
Mill rate required to produce local budget
Reduction in mill rate due to rollback to taxpayers
of sales tax proceeds this previous year
Actual mill rate set by local officials

22.678

6.475

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

RETURN SERVICE REQUESTED

If paying by check or money order, please include your tax bill number.

թգիթակինիակինորդիրությանների

MONROE FAMILY LTD PO BOX 1767

VALDOSTA

GA 31603-1767

38300

BILL NUMB. 2018 24958 ACCT NUMB. 499160 010

TAXPAYER MONROE FAMILY LTD MAP NUMBER NM06C 12 LEGAL DESC MONROE WEST 2.94AC 123 PLAZA TRACE LOCATION

CURRENT YEAR TAXES

8,427.75

PAY THIS AMOUNT ---->8,427.75 ON OR BEFORE NOVEMBER 15, 2018

RECEIVED AUG 2 0 2018

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

MONROE, GA. 30655

2018 CO.PT.

Please return this portion of your bill with your payment in the enclosed envelope

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPT	ION	MA	P/PARCEL	FAIR MARKET VALUE
2018 024958	499160 010 1	MONROE WEST 2	.94AC	NM06C	12	535,000
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX CITY BOND	214000 214000 214000 214000 214000		214000 214000 214000 214000 214000	.0109050 .0186000 .0026000 .0052980 .0019790	513.60 872.05	2,333.67 3,980.40 556.40 1,133.77 423.51

TOTAL SCHOOL TAXES 4,536.80 TOTAL COUNTY TAXES 2,333.67 TOTAL CITY TAXES 1,557.28

TOTAL TAX DUE

8,427.75 CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY

MONROE FAMILY LTD PO BOX 1767

VALDOSTA

GA 31603-1767

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018 YOUR CANCELLED CHECK IS YOUR RECEIPT 303 S. HAMMOND DRIVE SUITE 100

WALTON CO. TAX COMM.

MONROE, GA. 30655

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company.
We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



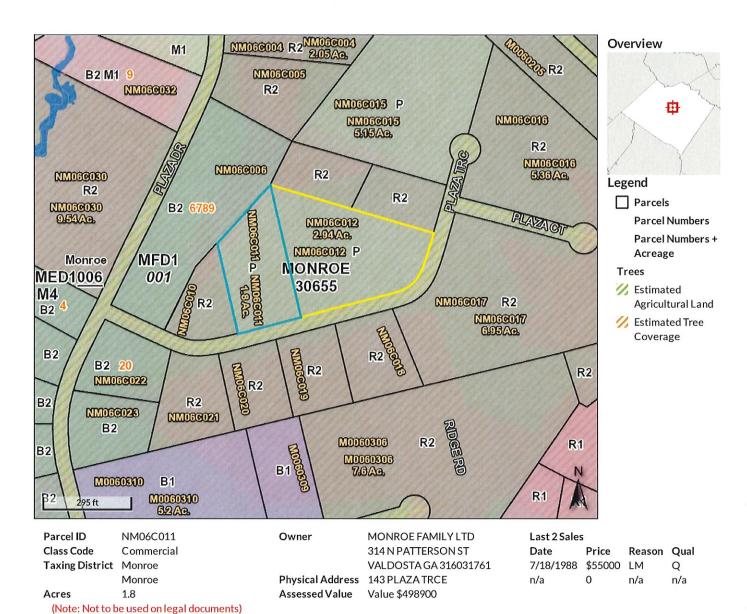
22.678 6.475

------PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL------Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352
If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should next year's taxes. Information on filing a return can be obtained from the County Tax Office at 303 S. HAMMOND DRIVE

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax
Act and another part of your bill shows the dollar amount of
reduction of local property taxes which you have received.
The law now requires the following additional information to
be provided to each taxpayer:

LOCAL TAX LEVY:
Mill rate required to produce local budget
Reduction in mill rate due to rollback to taxpayers
of sales tax proceeds this previous year
Actual mill rate set by local officials

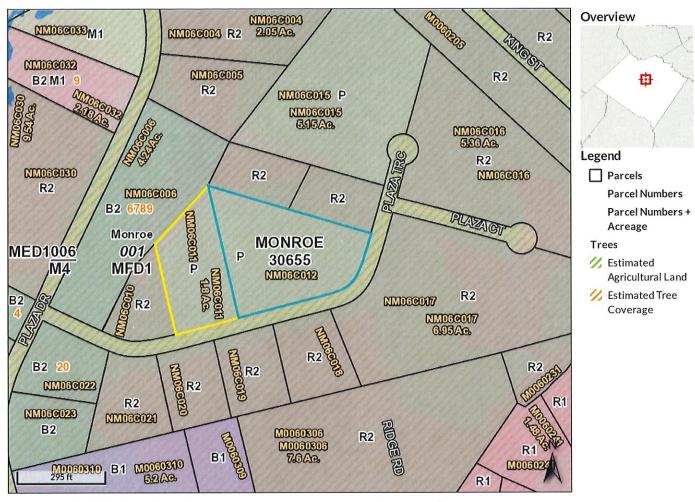
QPublic.net Walton County, GA



Date created: 8/2/2019 Last Data Uploaded: 8/2/2019 8:10:35 AM



QPublic.net™ Walton County, GA



Parcel ID NM06C012
Class Code Commercial
Taxing District Monroe

Monroe

Acres 2.94

(Note: Not to be used on legal documents)

Owner

MONROE FAMILY LTD 314 N PATTERSON ST

VALDOSTA GA 316031767

Physical Address 123 PLAZA TRCE Assessed Value Value \$535000 Last 2 Sales

 Date
 Price
 Reason
 Qual

 7/18/1988
 \$55000
 LM
 Q

 n/a
 0
 n/a
 n/a

Date created: 8/2/2019 Last Data Uploaded: 8/2/2019 8:10:35 AM



Tax Information

2018 Property Tax Statement

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

MONROE FAMILY LTD P O BOX 1767

VALDOSTA, GA 316031761

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Current Prior Back Bill No. **Due Date** *Total Due* Due Payment Taxes Paid 2018-24957 11/15/2018 \$0.00 \$7859.08 \$0.00 11/05/2018

Map: NM06C-00000-011-000 Location: 143 PLAZA TRACE Account No: 499140 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416



Tax Payer: MONROE FAMILY LTD Map Code: NM06C-00000-011-000

Description: #11&PT#10 MONROE WEST 1.8

Location: 143 PLAZA TRACE Bill No: 2018-24957

Building V	alue	Land	Value	Acres	Fair M	Iarket Va	alue	Due D	ate	Billin	g Date	Pa	yment Good through	Exe	mptions
0.00		0.0	00	0.0000	\$4	98,900.00	į.	11/15/2	2018	08/08	8/2018				
Entity	Adjus FM			let sment	Exemp	tions	Taxa Val			lage ate	Gross '	Гах	Credit	Ne	et Tax
CITY BOND	\$	0.00	\$199	9,560.00		\$0.00	\$199	560.00	1	0.002	\$39	4.93	\$0.00		\$394.93
CITY TAX	\$	0.00	\$199	9,560.00		\$0.00	\$199	560.00		0.005	\$1,87	0.48	-\$813.21	\$	1,057.27
COUNTY	\$	00.0	\$199	9,560.00		\$0.00	\$199	560.00	1	0.011	\$2,65	5.14	-\$478.94	\$2	2,176.20
SCH BOND	\$	0.00	\$199	,560.00		\$0.00	\$199,	560.00	(0.003	\$51	8.86	\$0.00		\$518.86
SCHOOL	\$	0.00	\$199	,560.00		\$0.00	\$199,	560.00	(0.019	\$3,71	1.82	\$0.00	\$3	3,711.82
TOTALS									0	.039	\$9,15	1.23	-\$1,292.15	\$7	,859.08
State law red	•														
January 1st.	II prop	erty ha	s been	sold, plea	se contac	t our offic	e.			C	urrent L)ue		\$7	,859.08
This bill is no										D	iscount				\$0.00
account, plea							mpany			P	enalty				\$0.00
We encourage you to pay by mail or on our website at							Τ	Technologia				10 nn			

www.waltoncountypay.com

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition, certain elderly persons are entitled to additional homestead exemptions. Applications must be filed by April

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

Current Due	\$7,859.08
Discount	\$0.00
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$7,859.08
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	11/05/2018

\$0.00

\$0.00

\$8,427.75

\$0.00

11/05/2018

2018 Property Tax Statement

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

MONROE FAMILY LTD P O BOX 1767

VALDOSTA, GA 316031767

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Current Prior Back Bill No. Due Date *Total Due* Due Payment Taxes Paid 2018-24958 11/15/2018 \$0.00 \$8427.75 \$0.00 11/05/2018

Map: NM06C-00000-012-000 Location: 123 PLAZA TRACE Account No: 499160 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416



Tax Payer: MONROE FAMILY LTD Map Code: NM06C-00000-012-000 Description: MONROE WEST 2.94AC Location: 123 PLAZA TRACE

Bill No: 2018-24958

Other Fees

Back Taxes

Paid Date

Total Due

Previous Payments

Building V	alue La	and Value	Acres	Fair Market Va	lue Due I	Date Billi	ng Date P	ayment Good through	Exemptions	
0.00		0.00	0.0000	\$535,000.00	11/15/	2018 08/0	08/2018			
Entity	Adjuste FMV		Vet Ssment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
CITY BOND	\$0.	00 \$21	4,000.00	\$0.00	\$214,000.00	0.002	\$423.51	\$0.00	\$423.51	
CITY TAX	\$0.	00 \$21	4,000.00	\$0.00	\$214,000.00	0.005	\$2,005.82	-\$872.05	\$1,133.77	
COUNTY	\$0.	00 \$21	4,000.00	\$0.00	\$214,000.00	0.011	\$2,847.27	-\$513,60	\$2,333.67	
SCH BOND	\$0.	00 \$21	4,000.00	\$0.00	\$214,000.00	0.003	\$556.40	\$0.00	\$556.40	
SCHOOL	\$0.	00 \$21	4,000.00	\$0.00	\$214,000.00	0.019	\$3,980.40	\$0.00	\$3,980.40	
TOTALS						0.039	\$9,813.40	-\$1,385.65	\$8,427.75	
				to the owner of reco se contact our office						
January 13t.	ii properi	у наз веен	soid, piea	ise contact our office	s.	(Current Due		\$8,427.75	
This bill is no	ot sent to	your mortg	age comp	any. If you have an e	escrow	I	Discount		\$0.00	
account, please forward a copy of this bill to your mortgage company. We encourage you to pay by mail or on our website at *0.** Penalty \$0.**					\$0.00					
www.walton			or our out.	wensite at		I	nterest		\$0.00	

www.waltoncountypay.com

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition, certain elderly persons are entitled to additional homestead exemptions. Applications must be filed by April

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

Start Over (/start.html)

(1)

ONLINE PAYMENTS - PROPERTY TAXES

PROPERTY TAX SEARCH RESULTS

Back taxes must be paid with selected bill(s), so all older bills with a balance due will be automatically added to the cart. Click on a Bill # to view the bill.

	Year	BIII#	Deed Name	Property Address	Map Code	Due Date	Prior Payment	Amount Due	Add to Cart	
	2018	0000024957 (/pay_bill.html? bill_id=335897D322198094G4120349219Q0)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2018	\$7,859.08	\$0.00	Paid 11/05/2018	
	2018	0000024958 (/pay_bill.html? bill_id=8467702DG7Q661972803039160248)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2018	\$8,427.75	\$0.00	Paid 11/05/2018	
î	2017	0000024953 (/pay_bill.html? bill_id=22DG41765532523047P04128544)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2017	\$7,595.53	\$0.00	Paid 11/06/2017	
;	2017	0000024954 (/pay_bill.html? bill_id=79425078D6G0125002495943P764)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2017	\$8,044.29	\$0.00	Paid 11/06/2017	
:	2016	0000024651 (/pay_bill.html? bill_id=9157552D373846G84028767673Q20)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2016	\$7,843.03	\$0.00	Paid 11/08/2016	
2	2016	0000024652 (/pay_bill.html? bill_id=631314D98717G9890198359P1408)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2016	\$8,306.42	\$0,00	Paid 11/08/2016	
		***************************************	MONROE	143	NM06C-				.	٠

Results are limited to first 100 records. If your record is not found, go back and try a more specific search.

Back to Search

View Cart (0)

Walton County, Georgia



Mr. Derry M. Boyd
Tax Commissioner
Tax Questions
(mailto:WCTC@co.walton.ga.us?
Subject=Walton County tax
question)

Physical Address 303 S.Hammond Dr. Suite 100 Monroe, GA 30655 View Map (https://goo.gl/maps/lbziyqq1S8P2)

> Fax 770-267-1416

Phone Tag: 770-267-1335 Tax: 770-266-1736

Office Hours 8:30-5:00 Mon-Fri

* = Required



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Vesting Deeds

そろうとは大松の大田の田であるは中からは、大田の日の日の日の日の日本では大田の

STATE OF GEORGIA, County of WALTON
THIS INDENTURE, Made this 18th day of July in the Year of Our Lord One Thousand Nine Hundred and Eighty Eight between
PHIJTT, INC.
of the State of Georgia and County of Walton of the first part, and MONROE FAMILY, LTD., a Georgia limited partnership
of the State of Georgia and County ofLowndes of the second part
WITNESSETH: That the said part_Yof the first part, for and in consideration of the
sum of Other Valuable Consideration and Ten(\$10.00) Dollars
in hand paid, at and before the sealing and delivery of these presents, the receipt of which is
hereby acknowledged, ha_s granted, bargained, sold and conveyed, and by these presents
do es grant, bargain, sell and convey unto the said part Y of the second part, its successors and assigns, all that tract or parcel of land
All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of plat and survey entitled, "Survey for Monroe Family Ltd.", dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, Surveyor No. 2115, recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.
Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bounded as follows: On the south by Plaza Trace; On the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the east by Lot One and Plaza Trace.
This is part of the same property conveyed to BUILTY THE Last last

July 22, 1985, and recorded in Deed Book 212, pages 243-248, Walton County

JUL 1 8 1988

Records.

RECORDED III. 1.9.1988

BOOK A. A. PAGE

KATHY K. KEESEE

CLERK SUPERIOR COURT

WALTON COUNTY, GEORGIA

WALTON COUNTY, GEORGIA REAL ESTATE TRANSFER VX KALLY "K." KALAS CLERK OF SUPERIOR COUNT

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 part.Y...... of the second part, <u>its</u> successors have and assigns, forever, in Fee Simple.

AND THE SAID part y of the first part, for heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said part y of the second part, its heirs and assigns, against the claims of CITESTICLE (NOTE OUT OF CA) all persons whomsoever.

IN WITNESS WHEREOF, the said part_y_____ of the first part ha_hand and sediporate, the day and year above written.

Signed, sealed and delivered in presence of:

PHIJTT, INC.

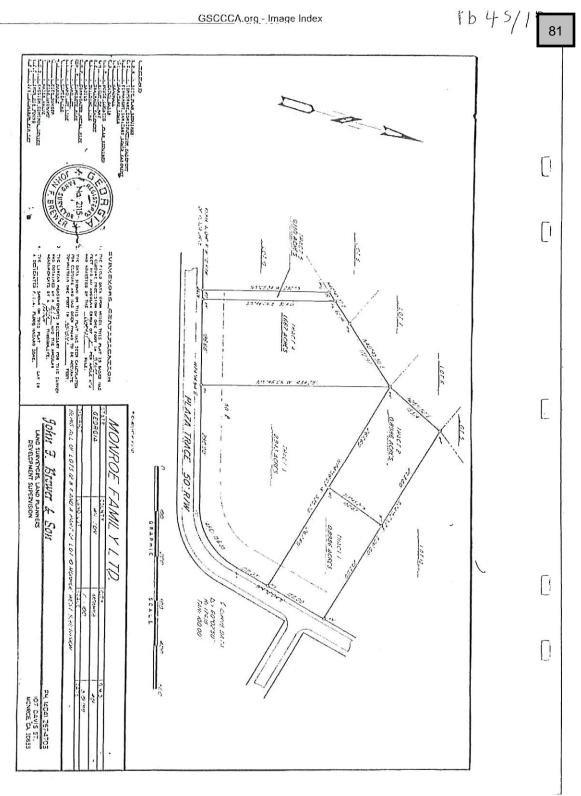
President

ATTEST: Secretary

Notary Public, Walton County, Georgia My Commission Expires March 5, 1991 Executed on

WARRANTY DEED (Long Form)	FROM	GEORGIA, County of	Recorded in Deed BookFolio	Gerk
---------------------------	------	--------------------	----------------------------	------

Exception 11



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Exception 12

DANDS KICHE AS

RIGHT OF WAY AGREEMENT

STATE OF GEORGIA COUNTY OF WALTON

KNOW ALL MEN BY THESE (REWEITS; That the undersigned Mrs. Paul N. Launius (hereinafter called Granter whether one or more), for and in Consideration of One Dollar (\$1.00) ----- cash in hand, receipt of which to hereby acknowledged, does hereby grant, bargain, sell and convey unto CITY OF MONROE, municipal corporation of the County of Walton and State of Coorgia, ita successors and assigns, (hereinafter called GRANTEE), a right of way and agreement for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing sewer lines (with valves, regulators, manholes and appurtenant facilities), the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor, situated in the County of Walter, State of Georgia, described as follows:

Bounded on the North by old Monroe and Atlanta Road (abandoned), City of Monroe Slaughter Pen, Carver Street, Monroe Colored Housing Project, a gully, and Erastus Culbreath, on the East by a branch from the vicinity of Perry Street running South to U. S. Highway No. 78, on the South by U. S. Highway No. 78, on the West by H. B. Launius Sub-division, a meandering branch being the line, and Nathan Whitley. This description from a plat prepared by H. L. Dunahoo, Surveyor, September 849, 1960.

Provided, however, that the right of way and easement hereunder shall not exceed

feet in width, there is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe, for sever purposes, approximately resulted with the first sever line laid by Grantee hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the seme to, the free and full right of ingress and egress over and across said lands and other lands of the "rantor to and from said right of way and essement, and the right from time to time to cut all trees, undergrowth and other obstinctions that may injure, endanger or interfere with the construction, operation, maintenance and repair of said sewer lines. The Grantee shall have the right to assign this in whole or in part.

TO HAVE ALD TO HOLD said Right of way and essement unto said Grantee, its successors, and assigns, until such first sewer line be constructed and so long thereafter as a sewer line is maintained thereon; and the understgned hereby bind themselves, their helrs, executors and administrators (and successors and assigns) to warrant and forever

heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every resson whomsoever lawfully claiming or to chalm the same or any part

thereof.

The Grantoe agrees to pay for any damage to fonces, improvements, growing crops and timber which may arise from laying, constructing, altering repairing, removing, changing the size of and replacing space sever lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Granton, its nuccessors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Any payment nereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by deposite the same in Bank, at the joint credit of Grantor, said bank, and the successors, being breely destinated as the depository for such purpose, irrespective of any ruture change in the comerants of the lands hereinabove described. Should there be any change in the ownership of the said lands, then such deposit may be made in the aircessid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the munisent of title by which such change becomes effective has been placed of record in the County wherein such lands are located and certified copy thereof delivered to Grantee. thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no representation or statements, vortal or written, have been made, madifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this, 28th day of June ,19 63

Signed, soaled and delivered in the presence of:

Andrew Banks		Mrs. Paul Launius (SEAL)
H. G. Adams		(SEAL)
Volume Dublie Malton	Co. Co.	

Recorded: June 28, 1963 Enme Low Tonetar, Clark nde General en en jari

Exception 13

db 58/82

PARCEL NO. . LANDS ENOWN AS

RIGHT OF WAL AGREDMENT

STATE OF GEORGIA COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS; That the undersigned Mrs. Paul N. Launius (hereinefter called Grantor whether one or more) for and in Consideration of One Dollar (\$1.00) cash in hand, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto (.. If OF MONROE, municipal corporation of the County of Walton and State of Georgia, its successors and assigns, (hereinafter called GRANTEE), a right of way and agreement for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing sower lines (with valves, regulators, manholes and appurtenant facilities), the Grantee to have the right to select the route, under, ucon, over, through and across the lands of Grantor, situated in the County of Walton, State of Georgia, described as follows: Bounded on the North by old Monroe and Atlanta Road (abandoned), City of Monroe Slaughter Pen, Carver Street, Monroe and Atlanta Road (abandoned), City of Monroe Slaughter Pen, Carver Street, Monroe Colored Housing Project, a gully, and Erastus Culbreath, on the East by a branch from the vicinity of Perry Street running South to U. S. Highway No. 78, on the South by U. S. Highway No. 78, on the West by H. B. Launius Sub-division, a meandering branch being the line, and Nathan Whitley. This description from a plat prepared by H. L. Dunahoo, Surveyor, September 8-9, 1960.

Frovided, however, that the right of way and easement hereunder shall not exceed

Provided, however, that the right of way and easement hereunder shall not exceed 30 feet in width.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, romove, change the size of, and replace one or more additional lines of pipe, for sewer purposes, approximately parallel with the first sewer line laid by Grantee hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across said lands and other lands of the Trantor to and from said right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endenger or interfere with the construction, operation, maintenance and repair of said sewer lines. The Grantee shall have the right to assign this in whole or in part.

TO HAVE AND TO HOLD said Right of way and easement unto said Grantee, its successors, and assigns, until such first sewer line be constructed and so long thereafter as a sewer line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Average of the right of the part for any denses to fence a tappage of the part of the part for any denses to fence a tappage of the part of the part.

against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Trantee agrees to pay for any damage to fences, improvements, growing crops and timber which may arise from laying, constructing, altering repairing, removing, changing the size of and replacing such sewer lines; and damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Any payment hereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by depositing the same in Bank, at to the joint credit of Grantor, said bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of the said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said lends, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and certified copy thereof delivered to Grantee. thereof delivered to Grantee.

It is agreed that this grent covers all the agreements between the parties and no representation or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this lst day of July ,1965

Signed, sealed and delivered in the presence of:

	Mrs.	Paul	Launius	(SEAL)
				7
). McKissick				(SEAL)

Exception 14

Delucar Properties 2409 Beniss Rd. Valdosta, GA 31603 19th: Barbane Torlinsa GSCCCA.org - Image Index

Deed Doc: COVE

Rec#. 200301 Recorded 09/26/2012 12:49PM

HB-3-3560 KATHY K. TROST CLERK SUPERIOR COURT, WALTON COUNTY

Br 03432 Pr 0159-0162

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560,662(b) (6)) - Page 1

WHEREAS, Monroe Family, LTD L.P., "Owner, or a predecessor in interest, received a loan from the United States of America, acting through the Rural Housing Service in Rural Development "Agency", U.S. Department of Agriculture which was evidenced by a promissory note or assumption agreement dated August 9, 1989, in the original amount of \$1,480,200.00 and secured by a certain Deed of Trust or Mortgage dated August 9, 1989, and recorded in the land records for the City of Monroe, County of Walton, Georgia, for the purpose of providing housing in accordance with Section 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and Title V of the Housing Act of 1949, as amended "Program"; and

- (1) Term. The period of the restriction will be for 20 years from the date this Restrictive Use Covenant was signed.
- (2) Use Requirement. The Owner, and any successors in interest, agree to use the Property in compliance with 42 U.S.C. § 1484 or § 1485, whichever is applicable, and 7 CFR part 3560, and any other applicable regulations and amendments, for the purpose of housing program eligible very low-, low-, or moderate-income tenants.
- (3) Enforcement. The Agency and program eligible tenants or applicants may enforce these restrictions as long as the Agency has not terminated the Restrictive Use Agreement pursuant to paragraph 7 below.
- (4) Displacement Prohibition. The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy solely because any tenant or prospective tenant is the recipient of housing assistance from the Agency or any other Federal Agency.
- (5) Owner's Responsibilities. The Owner agrees to: set rents, other charges, and conditions of occupancy in a manner to meet the restrictions required in this Restrictive Use Covenant; post an Agency approved notice of these restrictions for the tenants of the Property; to adhere to applicable local, state, and Federal laws; and to obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.
- (6) Civil Rights Requirements. The Owner will comply with the provisions of any applicable Federal, State or local laws prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Fair Housing Act, Executive Order 11063, and all requirements imposed by or pursuant to the Agency regulations implementing these authorities, including, but not limited to, 7 CFR 3560.104.
- (7) Release of Obligation. The Owner will be released from these obligations before the termination period set in paragraph 1 only when the Agency determines that there is no longer a need for the housing or that HUD Section 8 Vouchers provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the Owner.
- (8) Violations; the Agency's Remedies. The parties further agree that upon any default under this covenant, the Agency may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against violation of this covenant or for such other equitable relief as may be appropriate, since the injury to the Agency arising from a violation under any of the terms of this covenant would be irreparable and the amount of damage would be difficult to ascertain.

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560.662(b) (6)) - Page 2

- (9) Covenants to Run with Land. The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this covenant. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property throughout the term. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, deliver and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions restrictions. The Agency hereby agrees that, upon the request of the Owner made on or after the term of this covenant, the Agency shall execute a recordable instrument approved the Agency for purposes of releasing this covenant of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.
- (10) Superiority. The document hereto constitutes a restrictive covenant that is filed of record, with all other Deeds of Trusts or Mortgages, and that notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.
- (11) Subsequent Modifications and Statutory Amendments. The Agency may implement modifications necessitated by any subsequent statutory amendment without the consent of any other party, including those having the right of enforcement, to require that any third-party obtain prior Agency approval for any enforcement action concerning preexisting or future violations of this covenant.
- (12) Other Agreements. The Owner represents and warrants that it has not an will not execute any other agreements with provisions contradictory or in opposition to the provisions of this covenant and that, in any event, the provisions of this covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other conflicting requirements.
- (13) Binding Effect. Upon conveyance of the Property during the term, the Owner shall require its successor or assignee to assume its obligations under this covenant. In any event, this covenant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.
- (14) Amendment. This covenant may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
- (15) Severability. Notwithstanding anything herein contained, if any one or more of the provisions of this covenant shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this covenant, but this covenant shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.
- (16) Headings. The headings and titles to the sections of this covenant are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions begon
- (17) Governing Law. This covenant shall be governed by all applicable Federal laws.

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560.662(b) (6)) - Page 3

IN WITNESS WHEREOF, the parties hereto have caused this Restrictive Use Covenant to be executed and made effective as of the date first above written.

> OWNER: Monroe Family, LTD L.P., By: Mortgage Group South Corp.,

> > Date:

WITNESS/ATTEST:

Jordinan APR. 3, 2015

SEAL AFFIXED

EXPIRES

GEORGIA

EXHIBIT A LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of Plaza Trace, and being more particularly described according to plat and survey entitled "Survey for Monroe Family Ltd." dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, surveyor No. 2115, and recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.

Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bound as follows: On the south by Plaza Trace; on the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the west by Lot One and Plaza Trace.

Subject, however, to all valid outstanding easements, rights of way, mineral leases, mineral reservation, and mineral conveyances of record.

Exception 15

Position 5 USDA-FmHA FILED IN OFFICE Form FmHA 427-1 GA RECORDED AUG - 9 1999 (Rev. 3-88) DEED TO SECURE DEBT FOR GEORGIA THIS DEED TO SECURE DEBT is made and entered into by the undersigned MONROE L.P., A GEORGIA LIMITED PARTNERSHIP CLERK OF SUPERIOR COURT WALTON COURTY, GA. LOWNDES residing in _ County, Georgia, whose post office address is P. O. BOX 2295, VALDOSTA , Georgia __31604 herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government": WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows: Annual Rate Due Date of Final Date of Instrument Principal Amount of Interest Installment AUGUST 9, 1989 \$1,480,200.00 9.00%

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in NOW, ITEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, harmain early coverns and expenditures the Covernment with general watership the following promptly situated in the State burgain, sell, convey, and assign unto the Government, with general warranty, the following property situated in the State

WALTON of Georgia, County(ies) of _

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of Plaza Trace, and

"CONTINUED ON PAGE TWO"

FmHA 427-1 GA (Rev. 3-88)

AUGUST 9, 2039

being more particularly described according to plat and survey entitled "Survey for Monroe Family Ltd.", dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, Surveyor No. 2115, and recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.

Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bounded as follows: On the south by Plaza Trace; On the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the west by Lot One and Plaza Trace.

Subject, however, to all valid outstanding easements, rights-of-way, mineral leases, mineral reservations, and mineral conveyances of record.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dyrers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except:

NONE

AND COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government. ment, as collection agent for the holder.
- (2) To pay to the Gov Farmers Home Administration. To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest
- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Govern-

(CONTINUED)

To use the loan evidenced by the note solely for purposes authorized by the Government.

To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good andthusbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government/from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening on impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11). To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any surplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising isolling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the coverants and agreements contained herein or in any supplementary agreement are being performed.

enants and agreements contained nergin or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument, Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument; or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such

other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptey or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay teasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (c) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the navgent of (a) costs and avenues.

herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property. (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of the property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly crodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration at Athens, Georgia 30610, and in the case of Borrower to Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

- istration Finance Office records (which normally will be the same as the post office address shown in the Farmers Home Admin(24) Upon Default by Borrower as aforesaid, the Government, its agents and its assigns may, with or without taking
 possession of the property, foreclose this deed by selling the property as a whole or in purcels at public sale (which need not
 be on a legal sales day) before the courthouse door in the county where the property lies to the highest bidder for cash, after
 advertising the time, place, and terms of such sale once a week for four weeks immediately preceding such sale (but without
 regard to the number of days) in a newspaper in which the Sheriff's advertisements for such county are published, and if the
 land lies in more than one county, in a newspaper in which the Sheriff's advertisement for any one of such counties are
 published, all other notice being liereby waived by Borrower, and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of the premises in fee simple, which conveyance shall contain recitals as to the
 happening of the default upon which the execution of the power of sale herein granted depends, and Borrower hereby constitutes and appoints the Government the agent and attorney-in-fact of Borrower to make such recitals, and hereby covenants
 and agrees that the recitals so made by the Government, or assigns, shall be binding and conclusive upon Borrower, and that
 the conveyance thereby made by the Government, or assigns, shall be binding and conclusive upon Borrower and effectual
 to bar all equity of redemption of Borrower in and to the premises; the power and agency hereby granted are coupled with an
 interest and are irrevocable by death or otherwise.

 (25) This instrument is a deed and absolute conveyance passing title pursuant to the laws of the State of Government
- (25) This instrument is a deed and absolute conveyance passing title pursuant to the laws of the State of Georgia governing loan or security deeds and is not a mortgage.
- (26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

SEE ADDITIONAL PROVISIONS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, Borrower has hereunto:	set Borrower's hand(s) and seal(s) this 9TH day
of AUGUST .	, 19_89_,
Signed: Shaled, and Molivered in the presence of: Contract Advances Address is: Farmers Home Adm District Office 355 E. Hancock Ave., Box 1	MONROE FAMILY, LTD., L.P., A Georgia Limited Partnership BY: MORTGAGE GROUP SOUTH CORPORATION, Ondy, General Partner BY: Mary MARY P GOHNSON, President ATTEST: JAMES R. DEWAR, JR., Secretary ministration (SEAL)
Athens, Georgia 3060 Notary Public, Walton Cou My Commission Expires Me Executed on	nly, Georgia 《GONTTINCEEEF

EXHIBIT "A"

ADDITIONAL PROVISIONS CONTINUED:

- (27) The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.
- (28) This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of July 21, 1989, which is hereby incorporated herein by reference.
- (29) The Borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in section 515 of Title V of the Housing Act of 1949 and FmHA regulations then extant during this 20 year period beginning August 9, 1989. No person occupying the housing shall be required to vacate prior to the close of such 20 year period because of early repayment. The borrower understands that should an unsubsidized project be converted to subsidized within 15 years from the date the last loan on the project is closed, that the period will be increased by 5 years. The borrower will be released during such period from these obligations only when the Government determines that there is no longer a need for such housing or that Federal or other financial assistance provided to the residents of such housing will no longer be provided. A tenant may seek enforcement of this provision as well as the Government.

Monroe Family, Ltd., L. P., A Georgia Limitan Partnership
By: Mortgage Group South Corporation, Only General Partner
BY: Mary T. Johnson, President

ATTEST: May Leval
James R. Dewar, Jr., Secretary

ì



To:

Planning and Zoning / City Council

From:

Patrick Kelley

Department:

Planning, Zoning, Code and Development

Date:

08-16-19

Description:

Rezone request for 143 Plaza Trace from Professional to R2 Multifamily

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation:

NA

Budget Available:

NA

Requested Expense:

\$NA

Company of Purchase: NA

Since 182

Recommendation: Approval

Background: This property is an apartment complex which is currently and existing non-conforming use in professional zoning. The applicant wishes to have the property rezoned to match the use pursuant to funding for renovations and upgrades or refinancing.

Attachment(s):



City of Monroe 215 N. Broad Street Monroe, GA 30655

(770)207-4674

Plan Report

Plan NO.: **ZONE-000024**

Plan Type: Rezone

98

Work Classification: Map Amendment

Plan Status: In Review

Apply Date: 08/07/2019

Expiration:

	CARACTER AND	
Location Address		
143 PLAZA TRCE, MONROE, GA 30655	. 2	
Contacts		
Monroe Family LTD P.O. BOX 2285, Valdosta, GA 31604	Applicant	
Description: REQUEST FOR REZONE FROM P TO R2 - F COUNCIL MTG 10/8/19 @ 6:00 PM 215 N BROAD ST	&Z MTG 9/17/19 @ 5:30 PM -	Valuation: \$0.00 Total Sq Feet: 0.00
Fees Amour	Barra and a	Aug Polit
		Amt Paid
Multifamily Rezone or Variance Fee \$300.00		\$300.00
Total: \$300.00	Credit Card	\$300.00
	Amount Due:	\$0.00
Condition Name <u>Description</u>		Comments
pleblie albens		August 07, 2019
/Issued By:		Date
Vy H Ula		AVG. 7-19
Plan_Signature_1		Date
rian_digitature_1		Date
Plan_Signature_2		Date

REZONE APPLICATION FORM

PEK	UMII N	UMBER
	I.	LOCATION #3- PLAZA TRACE
		COUNCIL DISTRICT 3 & 7
		MAPNUMBER NM 06 C A
		PARCEL NUMBER
	II.	PRESENT ZONING P - REQUESTED ZONING R-2 MILIT - FAMILY
	III.	PRESENT ZONING P REQUESTED ZONING R-2 MILIT - FAMILY ACREAGE 1.84 PROPOSED USE EXISTED MULTIT FAMILY
	IV.	OWNER OF RECORD MANNE FAMILY LTD ADDRESS 3/4 N. PATERSON ST. VYLOSSY M. 3/60)
	PHON	E NUMBER 229-242-7759
The	follow	ing information must be supplied by the applicant. (attach additional pages if needed)
	V.	ANALYSIS:
	1.	A description of all existing uses and zoning of nearby property 5 LOTS, #'S 17, 18, 19, 20, 21 DEALUTY ACRES FROM SVAJECT PROPERTY ANE CARRENTY ZONES R-2. THERE ARE 3 M/F MOPENTES WITHEN 14 MILE OF SVAJECT
	2.	Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification
	3.	The existing value of the property contained in the petition for rezoning under the existing zoning classification 498,900 PER 2018 ADVALOREM THE NOTTHE, WASTON COUNTY - SEE ATTREED
	4. Th	e value of the property contained in the application for rezoning under the proposed zoning Classification
	5. A	description of the suitability of the subject property under the existing zoning classification Extend MULTE FAMILY FRANKY SINE 1989
		description of the suitability of the subject property under the proposed zoning classification of property Exercise Marie Marie Marie Marie 1989

Rezoning Application
Page Two (2)

7.	A description of any existing use of property including a description of all structures presently occupying the property Existrate 48 unto moving Planting
8.	The length of time the property has been vacant or unused as currently zoned
9.	A detailed description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning classification

Applications found to be incomplete or incorrect will be rejected. See the attached calendar for deadline dates. It is the responsibility of the applicant and not the staff to ensure that a complete and accurate application is submitted.

LEGAL DESCRIPTION OF PROPERTY

SER ATTACHEO.

Rezoning Application Page Three (3)
Wherefore, applicant prays that the procedures incident to the presentation of this petition be taken, and the property be rezoned accordingly.
Owner of property (signature) Mary 1 Allows Address 314 N. Patterson St. Valdosta, G.A. 31601 Phone Number 229-316-2232
Attorney/Agent (signature) Address Phone Number
Personally appeared before me the above applicant named Mary T. Johnson who on oath says that he/he is the General Partner of the LP. for the foregoing, and that all the above statements are true to the best of his/her knowledge.
My Commission Expires Guly 28, 2000 15 2020 (Date)
WAS CHANGE

Rezoning Application Page Four (4)							
What method of sewage disposal is planned for the subject property?							
Existing Sanitary Sewer	Septic Tank						
The following information must be included in change from to located a property owner being Market France	in the application material requesting an annexation or zoning at 686 PUTLA THALE, containing 1.8 acre(s), filed on 8-7-19						
CHECK LIST	T - APPLICATION MATERIAL						
Application Fee (\$100.00 Application Fee Single Family Rezoning) (\$300.00 Application Fee Multi Family Rezoning) (\$200.00 Application Fee Commercial Rezoning) (Application fee For Annexation is the same as a Rezone)							
(Application fee For Annexation is the same as a Rezone) The completed application form (one original with original signatures) Special Conditions made part of the rezoning/annexation request Legal Description Survey plat of property showing bearings and distances and: abutting property owners the zoning of abutting property the current zoning of the subject property Development Plan (two full size and one 11x17) Site plan of the property at an appropriate scale the proposed use internal circulation and parking (proposed number of parking spaces) landscaping minimum square footage of landscaped area grading lighting drainage (storm water retention structures) amenities (location of amenities) buildings (maximum gross square footage and height of structures) buffers Additional information that may be required by the Code Enforcement Officer:							
Monroe Utilities Network Availability Letter Application Material-Section 1421.4 of the Zoning Ordinance outlines the specific items to be included on the site plan:							
Rezoning Application							

Page five (5)
East and and	alication for D. D. 1. D. 2. D. 2 or M. I districts the site plan
	olication for P, B-1, B-2, B-3 or M-l districts the site plan fy: (circle the appropriate district applied for)
shan identi.	ry. (circle the appropriate district applied for)
	the maximum gross square footage of building area
	the maximum lot coverage of building area
_	the minimum square footage of landscaped area
	the maximum height of any structure
-	the minimum square footage of parking and drive areas
	the proposed number of parking spaces
	the proposed named of paraming spaces
For any apr	plication for the R-1, R-1A, R-2 or MH districts the site plan shall additionally identify: (circle the
	district applied for)
Trr-	the maximum number of residential dwelling units
	the minimum square footage of heated floor area for any residential dwelling unit
	the maximum height of any structure
	the minimum square footage of landscaped area
-	the maximum lot coverage of building area
	the proposed number of parking spaces
	on all rezoning applications a revised site plan to be approved at a later date by the Mayor and
	City Council may be required
	yesno Applicant site plan indicates a variance requested
	for any application for multi-family residential uses, the site plan shall also identify the
	maximum height of any structure, location of amenities, and buffer areas: and,
N 	any other information as may be reasonably required by the Code Enforcement Officer.
Any applic	ant requesting consideration of a variance to any provision of the zoning ordinance as shown on
	d site plan shall identify the variance(s) and identify for each variance shown the following
information	which shall confirm that the following condition(s) exist:
1	Any information which identifies that there are extraordinary and exceptional conditions
1.	pertaining to the particular piece of property in question because of its size, shape or topography
	that are not applicable to other lands or structures in the same district.
2.	Any information whereby a literal interpretation of the provisions of this Ordinance would
2.	deprive the applicant of rights commonly enjoyed by other properties of the district in which the
	property is located.
3.	Any information supporting that granting the variance requested will not confer upon the
	property of the applicant any special privileges that are denied to other properties of the district
	in which the applicant's property is located.
4.	Information clearly showing that the requested variance will be in harmony with the purpose and
	intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.
5.	Information that the special circumstances are not the result of the actions of the applicant.
$\frac{-1}{6}$.	A description of how the variance requested is the minimum variance that will make possible the
0.	legal use of the land, building, or structure in the use district proposed.
7.	Information indicating the variance is not a request to permit a use of land, buildings, or
	structures, which are not permitted by right in the district involved.
Rezoning A	Application
0	**

Page six (6)				
COMMENTS				
Disclosure of Campaign Contributions and/or gifts: Each applicant has the duty of filing a disclosure report with the City if a contribution or gift totaling two hundred and fifty dollars (\$250.00) or more has been given to an official of the City of Monroe within the last two (2) years. The filing shall be within ten (10) days after the application is made, and in the case of a supporter or opponent, filing shall be at least five (5) days before the first public hearing.				
I hereby withdraw the above application: Signature: Date:				

NOTICE TO THE PUBLIC CITY OF MONROE

A petition has been filed with the
City of Monroe requesting the
property at 123 Plaza Trace to
be rezoned from P to R2
A public hearing will be held before
the Monroe Planning and Zoning
Commission at City Hall Auditorium at
215 N. Broad Street on September 17, 2019
at 5:30 P.M. All those having an
interest should be present to voice
their interest.

A petition has been filed with the
City of Monroe requesting the
property at 123 Plaza Trace to
be rezoned from P to R2
A public hearing will be held before
The Mayor and City Council
at the City Hall Auditorium at
215 N. Broad Street on October 8, 2019
at 6:00 P.M. All those having an
interest should be present to voice
their interest.

PLEASE RUN ON THE FOLLOWING DATE:

September 1, 2019

CODE DEPARTMENT

August 2, 2019

Randy Crosby TISHCO Development Inc 314 North Patterson St Valdosta, GA 31601

RE: Country Grove LLC, 686 Plaza Trace, map & parcel NM06C11 & NM06C12, Monroe GA 30655, Zoning Verification

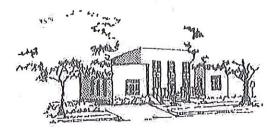
Dear Mr. Crosby,

Per your request for a Zoning Verification for the properties at map and parcels NM06C11 and NM06C12, both of the parcels mentioned are zoned "P" for professional and the use of apartments on these parcels are an existing non-conforming use.

If we can be of further assistance, please contact me.

Sincerely,

Debbie Adkinson Code Department Assistant



CITY OF MONROE

Post Office Box 1249 Monroe, Georgia 30655 (404) 267-7536

Ralph B. Taylor, Jr., Mayor • Rosemary B. Mathews, Vice Mayor

May 27, 1987

Mrs. Tish Johnson General Partner Monroe Family, LTD. P.O. Box 2295 Valdosta, Georgia 31604

Re: Monroe Family, Ltd.

Dear Mrs. Johnson:

The property located in Monroe West Business Park, Phase B, is zoned professional - multi-family. Construction of multi-family apartments is allowed in this area. The zoning restrictions that will apply to your suggested development are:

Number of units per acre - 13 per acre
 Set Backs - 25' from r/w
 Etcetera - min. floor area 600 sq. ft.

Sincerely, Wary M. Clardon

Harvey McClendon Code Officer

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

RETURN SERVICE REQUESTED

If paying by check or money order, please include your tax bill number.

ըվթիկումիաիվիկնգիյնննիկինկերինիորիա։ 24957PT MONROE FAMILY LTD

PO BOX 1767 VALDOSTA

GA 31603-1767

38299

BILL NUMB. 2018 24957 ACCT NUMB. 499140 010

MONROE FAMILY LTD TAXPAYER

MAP NUMBER NMO6C 11 LEGAL DESC #11&PT#10 MONROE WEST 1.8 LOCATION 143 PLAZA TRACE

LOCATION

CURRENT YEAR TAXES 7,859.08

PAY THIS AMOUNT---->7,859.08 ON OR BEFORE NOVEMBER 15, 2018

RECEIVED AUG 2 0 2018

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

2018 CO.PT. 24957

Please return this portion of your bill with your payment in the enclosed envelope

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPTION	MAP/PARCEL	FAIR MARKET VALUE			
2018 024957	499140 010 1	#11&PT#10 MONROE WEST 1.8	NM06C 11	498,900			
TAXING ENTITY	ASSESSMENT	EXEMPTION TAXABLE VALUE	MILLAGE RATE CREDITS	TAXES DUE			
COUNTY SCHOOL SCH BOND CITY TAX	199560 199560 199560 199560	199560 199560 199560 199560	.0109050 478.94 .0186000 .0026000 .0052980 813.21	3,711.82 518.86 1,057.27			
CITY BOND	199560	199560	.0019790	394.93			

TOTAL SCHOOL TAXES TOTAL COUNTY TAXES 4,230.68 2,176.20 TOTAL CITY TAXES 1,452.20

> 7,859.08 TOTAL TAX DUE

CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY

MONROE FAMILY LTD PO BOX 1767 VALDOSTA

GA 31603-1767

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018 YOUR CANCELLED CHECK IS YOUR RECEIPT WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

MONROE, GA. 30655

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company. We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/0/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352 If you feel that your property has been assigned too high a value for tax purposes by the board of Tax Assessors, you should file a tax return reducing the value not later than 4/01/2019 in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at 103 S. HAMMOND DRIVE

LOCAL OPTION SALES TAX CREDIT:

The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer:

22.678

6.475

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

RETURN SERVICE REQUESTED

If paying by check or money order, please include your tax bill number.

բբվիայիսիվովիոկիիթորգինեններիեւերվիի 24958PT

MONROE FAMILY LTD PO BOX 1767 VALDOSTA

GA 31603-1767

38300

BILL NUMB. 2018 24958 ACCT NUMB. 499160 010 MONROE FAMILY LTD TAXPAYER MAP NUMBER NM06C 12 LEGAL DESC MONROE WEST 2.94AC

LOCATION 123 PLAZA TRACE CURRENT YEAR TAXES 8,4 8,427.75

PAY THIS AMOUNT ---->8,427.75 ON OR BEFORE NOVEMBER 15, 2018

RECEIVED AUG 2 0 2018

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

2018 CO.PT.

please return this portion of your bill with your payment in the enclosed envelope

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPT	ION	MA	P/PARCEL	FAIR MARKET VALUE
2018 024958	499160 010 1	MONROE WEST 2	.94AC	NM06C	12	535,000
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX CITY BOND	214000 214000 214000 214000 214000		214000 214000 214000 214000 214000	.0109050 .0186000 .0026000 .0052980 .0019790	513.60 872.05	2,333.67 3,980.40 556.40 1,133.77 423.51

TOTAL SCHOOL TAXES TOTAL COUNTY TAXES TOTAL CITY TAXES 4,536.80 2,333.67 1,557.28

TOTAL TAX DUE

8,427.75

MONROE FAMILY LTD PO BOX 1767 VALDOSTA

GA 31603-1767

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018 YOUR CANCELLED CHECK IS YOUR RECEIPT

CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY WALTON CO. TAX COMM.
ORE 303 S. HAMMOND DRIVE SUITE 100

MONROE, GA. 30655

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company. We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.

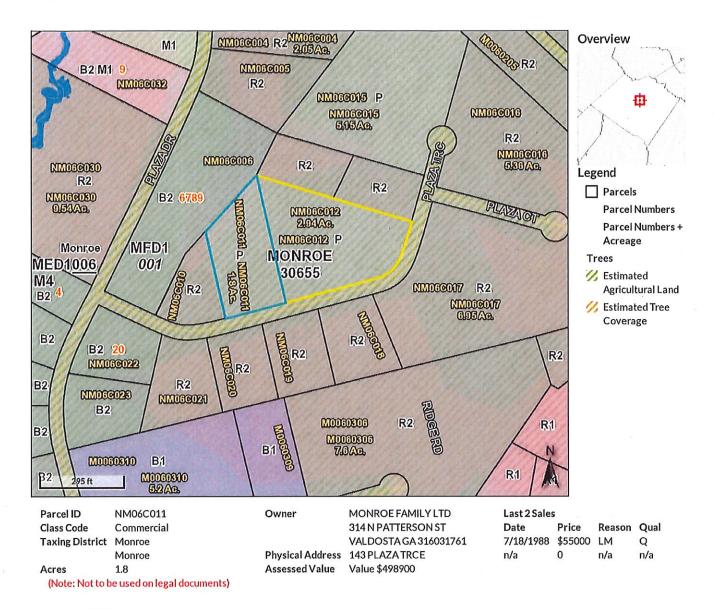


------PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL-------Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the Country Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352 in order to have an opportunity to have this value lowered for each year's taxes. Information on filing a return can be obtained from the Country Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax
Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received.
The law now requires the following additional information to be provided to each taxpayer:

22.678

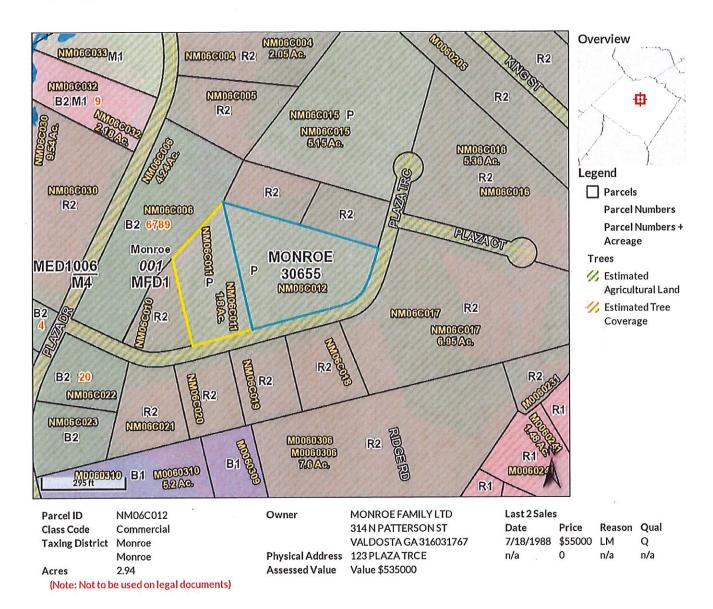
qPublic.net™ Walton County, GA



Date created: 8/2/2019 Last Data Uploaded: 8/2/2019 8:10:35 AM



qPublic.net™ Walton County, GA



Date created: 8/2/2019 Last Data Uploaded: 8/2/2019 8:10:35 AM



Tax Information

farial 11

2018 Property Tax Statement

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

MONROE FAMILY LTD P O BOX 1767

VALDOSTA, GA 316031761

RETURN THIS PORTION WITH PAYMENT (Interest will be added per month if not paid by due date)

Prior Back Current Bill No. *Total Due* **Due Date** Taxes **Payment** Due Paid 2018-24957 11/15/2018 \$0.00 \$7859.08 \$0.00 11/05/2018

Map: NM06C-00000-011-000 Location: 143 PLAZA TRACE Account No: 499140 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416



Tax Payer: MONROE FAMILY LTD Map Code: NM06C-00000-011-000 Description: #11&PT#10 MONROE WEST 1.8

Location: 143 PLAZA TRACE

Bill No: 2018-24957

Total Due

Paid Date

\$0.00

11/05/2018

Building \	/alue La	nd Value	Acres	Fair Market Va	due Due I	Date	Billin	ng Date P	ayment Good through	Exemptions
0.00		0.00	0.0000	\$498,900.00	11/15/	2018	08/0	8/2018		7
Entity	Adjusted FMV	20	let sment	Exemptions	Taxable Value	Mill: Ra		Gross Tax	Credit	Net Tax
CITY BOND	\$0.0	00 \$19	9,560.00	\$0.00	\$199,560.00	0	0.002	\$394.93	\$0.00	\$394.93
CITY TAX	\$0.0	00 \$19	9,560.00	\$0.00	\$199,560.00	0	.005	\$1,870.48	-\$813.21	\$1,057.27
COUNTY	\$0.0	00 \$199	9,560.00	\$0.00	\$199,560.00	0	0.011	\$2,655.14	-\$478.94	\$2,176.20
SCH BOND	\$0.0	00 \$199	9,560.00	\$0.00	\$199,560.00	0	.003	\$518.86	\$0.00	\$518.86
SCHOOL	\$0.0	00 \$199	9,560.00	\$0.00	\$199,560.00	0	.019	\$3,711.82	\$0.00	\$3,711.82
TOTALS						0.	.039	\$9,151.23	-\$1,292.15	\$7,859.08
				to the owner of rec						
January 1st.	ii properi	y nas neen	soiu, pied	se contact our offic	е,			urrent Due		\$7,859.08
				any. If you have an				discount		\$0.00
We encoura				to your mortgage co website at	mpany.			enalty		\$0.00
www.waltor			0. 0 0				-	nterest		\$0.00
0-1-1					C			ther Fees		\$0.00
				nestead exemptions ly persons are entit				revious Payr	nents	\$7,859.08
				ions must be filed b			В	lack Taxes		\$0.00

additional homestead exemptions. Applications must be filed by April

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

2018 Prope	y Tax S	tatement
------------	---------	----------

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

MONROE FAMILY LTD P O BOX 1767

VALDOSTA, GA 316031767

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

Current Prior Back Bill No. Due Date *Total Due* Due **Payment** Taxes Paid 2018-24958 11/15/2018 \$0.00 \$8427.75 \$0.00 11/05/2018

Map: NM06C-00000-012-000 Location: 123 PLAZA TRACE Account No: 499160 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our office.

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416



Tax Payer: MONROE FAMILY LTD Map Code: NM06C-00000-012-000 Description: MONROE WEST 2.94AC Location: 123 PLAZA TRACE Bill No: 2018-24958

Total Due

Paid Date

\$0.00

11/05/2018

Building Va	lue	Land '	Value	Acres	Fair N	Aarket Va	alue	Due D	ate	Billi	ing Date	P	ayment Good through	Exemp	tions
0.00		0.0	00	0.0000	\$5	35,000.00)	11/15/2	2018	08/	08/2018				
Entity	Adju FM			et sment	Exemp	tions	Tax: Va			lage ate	Gross '	Гах	Credit	Net I	`ax
CITY BOND		\$0.00	\$214	1,000.00		\$0.00	\$214	,000.00		0.002	\$42	3.51	\$0.00	\$42	23.51
CITY TAX		\$0.00	\$214	1,000.00		\$0.00	\$214	,000.00		0.005	\$2,00	5.82	-\$872.05	\$1,13	33.77
COUNTY		\$0.00	\$214	00.000,1		\$0.00	\$214	,000.00		0.011	\$2,84	7.27	-\$513,60	\$2,33	33.67
SCH BOND		\$0.00	\$214	00.000,1		\$0.00	\$214	,000.00		0.003	\$55	6.40	\$0.00	\$55	56.40
SCHOOL		\$0.00	\$214	,000.00		\$0,00	\$214	,000.00		0.019	\$3,98	0.40	\$0.00	\$3,98	30.40
TOTALS									C	0.039	\$9,81	3.40	-\$1,385.65	\$8,42	7.75
State law requ January 1st, If															
January 15t, 11	i brot	erty nas	o neem	soid, piea	se comac	t our offic	.e.				Current I)ue		\$8,42	7.75
This bill is not										8 2	Discount			\$	0.00
account, pleas							ompany	' .		27	Penalty			\$	0.00
We encourage www.waltonco				or on our	website	11					Interest			\$	0.00
										0	Other Fee	s		\$	0.00
Certain person								ad			Previous :	Payn	ients	\$8,42	7.75
valorem taxati additional hon										:	Back Taxe	es		\$	0.00
		ad oroni	Perono	· · · · · · · · · · · · · · · · · · ·	V.19 11149	~o mod n	Japan					~		1 -	

Start Over (/start.html)

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ONLINE PAYMENTS - PROPERTY TAXES

PROPERTY TAX SEARCH RESULTS

Back taxes must be paid with selected bill(s), so all older bills with a balance due will be automatically added to the cart. Click on a Bill # to view the bill.

Year	BIII #	Deed Name	Property Address	Map Code	Due Date	Prior Payment	Amount Due	Add to Carl	
2018	0000024957 (/pay_bill.hlml? bill_id=335897D322198094G4120349219Q0)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2018	\$7,859.08	\$0.00	Paid 11/05/2018	
2018	0000024958 (/pay_bill hlml? bill_id=8467702DG7Q661972803039160248)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2018	\$8,427.75	\$0.00	Paid 11/05/2018	
2017	0000024953 (/pay_bill.html? bill_ld=22DG41765532523047P04128544)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2017	\$7,595.53	\$0.00	Paid 11/06/2017	
2017	0000024954 (/pay_blll.html? blll_id=79425078D6G0125002495943P764)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2017	\$8,044.29	\$0.00	Paid 11/06/2017	
2016	0000024651 (/pay_bill.html? bill_id=9157552D373846G84028767673Q20)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2016	\$7,843.03	\$0.00	Paid 11/08/2016	
2016	0000024652 (/pay_bill.html? bill_id=631314D98717G9890198359P1408)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2016	\$8,306.42	\$0,00	Paid 11/08/2016	
	Parulle are limited to first 100 cases	MONROE	143	NM06C-					•

Results are limited to first 100 records. If your record is not found, go back and try a more specific search.

Back to Search

View Cart (0)

Walton County, Georgia



Mr. Derry M. Boyd
Tax Commissioner
Tax Quesilons
(maillo:WCTC@co.wallon.ga.us?
Subject=Wallon County lax
quesilon)

Physical Address 303 S.Hammond Dr. Suite 100 Monroe, GA 30655 View Map (https://goo.gl/maps/ibziyqq1S8P2)

> Fax 770-267-1416

Phone Tag: 770-267-1335 Tax: 770-266-1736

Office Hours 8:30-5:00 Mon-Fri

* = Raquirad



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Vesting Deeds

The Control

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Records.

STATE OF GEORGIA, County of WALTON
THIS INDENTURE, Made this 18th day of July in the
Year of Our Lord One Thousand Nine Hundred and Eighty Eight. between
PHIJTT, INC.
of the State of Georgia and County of Walton of the first part, and MONROE FAMILY, LTD., a Georgia limited partnership
of the State of Georgia and County of Lowndes of the second part.
WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of Other Valuable Consideration and Ten(\$10.00) Dollars,
in hand paid, at and before the sealing and delivery of these presents, the receipt of which is
hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
do.es_ grant, bargain, sell and convey unto the said partY of the second part,its
All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of plat and survey entitled, "Survey for Monroe Family Ltd.", dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, Surveyor No. 2115, recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.
Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bounded as follows: On the south by Plaza Trace; On the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the east by Lot One and Plaza Trace.
This is part of the same property conveyed to PHIJTT, INC. by deeds dated July 22, 1985, and recorded in Deed Book 212, pages 243-248, Walton County

JUL 1 8 1988

FILED J. 35000

RECORDED III. 1.9.1988...
BOOK A. PAGE...
KATHY K. KEESEE
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA

WALTON COUNTY, GEORGIA REAL ESTATE JIANSFER JAX PAID 0 JUL 18 1988

CLERK OF SUPERIOR COURT

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 part.Y........... of the second part, __its successors being and assigns, forever, in Fee Simple.

President

AND THE SAID part y of the first part, for heirs and assigns shows, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said part y of the second part, its heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part ha increments set its hand and semporate the day and year above written.

Signed, sealed and delivered in presence of:

Not and Public Many works

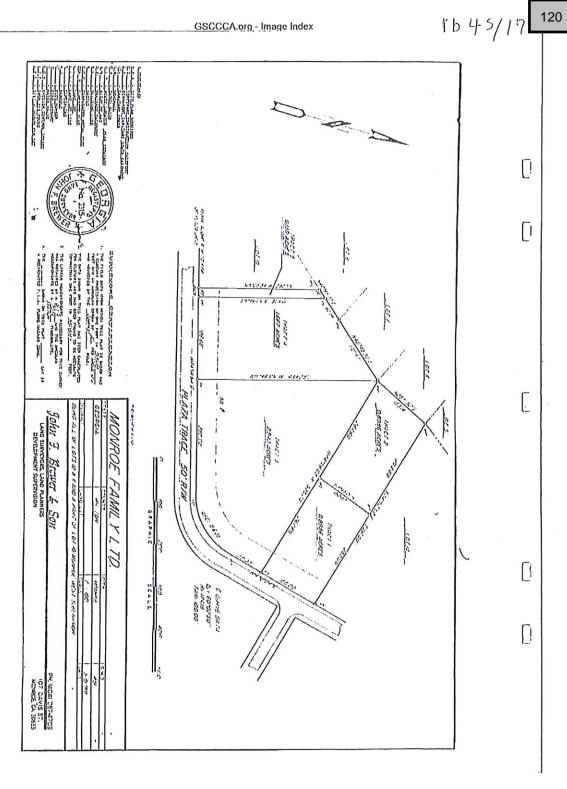
PHIJIT, INC.

ATTEST: Zon Lw. Mtolul

Notary Public, Walton County, Georgia My Commission Expires March 5, 1991 Executed on

WARRANTY DEED (Long Form) FROM	GEORGIA, County of Clerk's Office, Superior Court Filed for Record at o'clock M. Recorded in Deed Book Folio """, 19 """, 19 """, 19 """, 19 """, 19 """, 19 """, 19	
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Exception 11



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Exception 12

RIGHT OF WAY AGRESCHALT

STATE OF GEORGIA COUNTY OF WALTON

KNOW ALL MEN BY THESE (REWEITE; That the undoratgoed_ Mrs. Paul N. Launius (hereinafter called Granter whether one or more), for and in Consideration of One Dollar (\$1.00) ----- cash in hand, receipt of which to heraby acknowledged, does heraby grant, bargain, soll and convey unto CITY OF MONROK, municipal corporation of the County of Walton and State of Goorgie, its successors and assigns, (hereinafter called GRANTEE), a right of way and agreement for the purpose of laying, constructing, maintaining, operating, repairing, altering, roplacing and removing sewer lines (with valves, regulators, manholes and appartenant facilities), the Grantes to have the right to select the route, under, upon, over, through and across the lands of Grantor, situated in the County of Walter, State of Canrula, described as follows:

Bounded on the North by old Monroe and Atlanta Road (abandoned), City of Monroe Slaughter Pen, Carver Street, Monroe Colored Housing Project, a gully, and Erastus Culbreath, on the East by a branch from the vicinity of Perry Street running South to U. S. Highway No. 78, on the South by U. S. Highway No. 78, on the West by H. B. Launius Sub-division, a meandering branch being the line, and Nathan Whitley. This description from a plat prepared by H. L. Dunahoo, Surveyor, September 849, 1960.

Provided, however, that the right of way and essement hereunder shall not exceed feet in width.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe, for sever purposes, approximately parallel with two first sever line laid by Grantee hereunder.

sever line loid by Grantee hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the seme to, the free and full right of ingress and egrees over and across said lands and other lands of the "ranter to and from said right of way and essement, and the right from time to time to cut all trees, undergrowth and other obstructions that say injure, et danger or interfere with the construction, operation, maintenance and regain of said sawer lines. The Grantee shall have the right to assign this in whole or in fart.

TO "ANU: AND TO HOLD said Right of way and essement unto said Grantee, its successors, and assigns, until such first sower line be constructed and so long thereafter us a sewer line is maintained thereon; and the undersigned hereby bind thouselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomseever lawfully claiming or to claim the same or any part thereof.

against every person whomsever lawfully claiming or to claim the same or any part thereof.

The Transport agrees to pay for any damage to fonces, improvements, growing crops and timber which may arise from laying, constructing, altering, repairing, removing, changing the size of and replacing much sewer lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, he irs or easigns; one by the Granton, its nucessors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of thom, shall be final and conclusive.

Any payment are under muy be made direct to the Grantor, or, at the option of Granton, such payment may be made by derivating the same in hank, at the dipository for much purpose, irrespective of any ruture change in the concranity of the lands hereinabove described Should there be any change in the concranity of the lands hereinabove described Should there be any change in the ownership of the said lands, then such daposit may be made in the aforesaid depository to the credit of the said lands, then such daposit may be made in the aforesaid depository to the credit of these acquiring said lands, but no change in ownership of said lands shall be binding upon Granton until the municent of title by which such change becomes circuity has been placed of record in the County wherein such lands are located and certified copy thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no

It is agreed that this grant covers all the agreements between the parties and no representation or statements, vertal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Granter herein has executed this conveyance this, 28th day of June ,19 63

Signed, acaled and dell	vored in the pr	
Andrew Banks	•	Mrs. Paul Launius (SEAL)
H. G. Adams		(SEAL)
Notary Public, Walton	Co., Gn.	

Recorded: June 28, 1963 Rome Lou benetar, Clark The second

Exception 13

db 58/82

PARCEL NO. ; LANDS SOIGHN AS

DIGHT OF WAL AGRICULTUTE

STATE OF GEORGIA COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS; That the undersigned Mrs., Paul N. Launius (hereinefter called Grantor whether one or more) for and in Consideration of One Dollar (\$1.00) eash in hand, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto (.. Pr OF MONNOE, municipal corporation of the County of Walton and State of Georgia, its successors and assigns, (hereinafter called GRANTEE), a right of way and agreement for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing sower lines (with valves, regulators, manholes and appurtenant facilities), the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor, situated in the County of Walton, State of Georgia, described as follows: Bounded on the North by old Monroe and Atlanta Road (abandoned), Gity of Monroe Slaughter Pen, Carver Street, Monroe Colored Housing Project, a gully, and Erastus Culbreath, on the East by a branch from the vicinity of Perry Street running South to U. S. Highway No. 78, on the South by U. S. Highway No. 78, on the West by H. B. Launius Sub-division, a meandering branch being the line, and Nathan Whitley. This description from a plat prepared by H. L. Dunahoo, Surveyor, September 8-9, 1960.

Provided, however, that the right of way and easement herounder shall not exceed 30 feet in width,
there is included in this grant the right, from time to time, to lay, construct, maintein, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe, for sewer purposes, approximately parallel with the first sewer line laid by Grantee herounder.

sewer line laid by Grantoe hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the seme to, the free and full right of ingress and egress over and across said lands and other lands of the 'rantor to and from said right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions tant may injure, endenger or interfere with the construction, operation, maintenance and repair of said sower lines. The Grantee shall have the right to assign this in whole or in fart.

TO HAVE AND TO HOLD said Right of way and easement unto said Grantee, its successors, and assigns, until such first sewer line be constructed and so long thereofter as a sewer line is maintained thereon; and the undersigned hereby bind themselves, their holrs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomseever lawfully claiming or to claim the same or any part thereof.

against every person whomsoever lawfully claiming or to claim the same or any part thoroof.

The transee agrees to pay for any damage to fencea, improvements, growing crops and timber which may arise from laying, constructing, altering repairing, removing, changing the size of and replacing such sower lines; and damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantoe, its successors or assigns; and the third by the two persons aforeatid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Any payment hereundar may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by deponiting the same in Bank, at to the joint credit of Grantor, said bank, and its successors, being hereby designated as the deponitory for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of the said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said lends, but no change in ownership of anid lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and certified copy thereof dolivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no

It is agreed that this grant covers all the agreements between the parties and no representation or statements, verbel or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this lst day of July ,1965
Signed, scaled and delivered in the presence of:

signou, souled and delivered in the presence of:	Mrs. Paul Launius (SEAL)
Louise O. McKisnick	(SEAL)
Notary Public, Walton Co., On,	

Exception 14

Dewar Properties 2409 Beniss id. Valdosm, GA 316031 19141: Barbane Tollinsa GSCCCA.org - Image Index Kec#. 200301 Recorded 09/26/2012 12:49PM

HB-3-3560 KATHY K. TROST CLERK SUPERIOR COURT, WALTON COUNTY nr 03432 - Pr 0159-0162

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560,662(b) (6)) - Page 1

WHEREAS, Monroe Family, LTD L.P., "Owner, or a predecessor in interest, received a loan from the United States of America, acting through the Rural Housing Service in Rural Development "Agency", U.S. Department of Agriculture which was evidenced by a promissory note or assumption agreement dated August 9, 1989, in the original amount of \$1,480,200.00 and secured by a certain Deed of Trust or Mortgage dated August 9, 1989, and recorded in the land records for the City of Monroe, County of Whiton, Georgia, for the purpose of providing housing in accordance with Section 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and Title V of the Housing Act of 1949, as amended "Program"; and

(1) Term. The period of the restriction will be for 20 years from the date this Restrictive Use Covenant was signed.

(2) Use Requirement. The Owner, and any successors in interest, agree to use the Property in compliance with 42 U.S.C. § 1484 or § 1485, whichever is applicable, and 7 CFR part 3560, and any other applicable regulations and amendments, for the purpose of housing program eligible very low-, low-, or moderate-income tenants.

(3) Enforcement. The Agency and program eligible tenants or applicants may enforce these restrictions as long as the Agency has not terminated the Restrictive Use Agreement pursuant to paragraph 7 below.

(4) Displacement Prohibition. The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy solely because any tenant or prospective tenant is the

recipient of housing assistance from the Agency or any other Federal Agency.

(5) Owner's Responsibilities. The Owner agrees to: set rents, other charges, and conditions of occupancy in a manner to meet the restrictions required in this Restrictive Use Covenant; post an Agency approved notice of these restrictions for the tenants of the Property; to adhere to applicable local, state, and Federal laws; and to obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.

(6) Civil Rights Requirements. The Owner will comply with the provisions of any applicable Federal, State or local laws prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Pair Housing Act, Executive Order 11063, and all requirements imposed by or pursuant to the Agency regulations implementing these authorities, including, but not limited to, 7 CFR 3560.104.

(7) Release of Obligation. The Owner will be released from these obligations before the termination period set in paragraph 1 only when the Agency determines that there is no longer a need for the housing or that HUD Section 8 Vouchers provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the Owner.

(8) Violations; the Agency's Remedies. The parties further agree that upon any default under this covenant, the Agency may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against violation of this covenant or for such other equitable relief as may be appropriate, since the injury to the Agency arising from a violation under any of the terms of this covenant would be irreparable and the amount of damage would be difficult to ascertain.

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560.662(b) (6)) - Page 2

(9) Covenants to Run with Land. The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this covenant. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property throughout the term. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, deliver and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Agency hereby agrees that, upon the request of the Owner made on or after the term of this covenant, the Agency shall execute a recordable instrument approved the Agency for purposes of releasing this covenant of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.

(10) Superiority. The document hereto constitutes a restrictive covenant that is filed of record, with all other Deeds of Trusts or Mortgages, and that notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full

force and effect.

(11) Subsequent Modifications and Statutory Amendments. The Agency may implement modifications necessitated by any subsequent statutory amendment without the consent of any other party, including those having the right of enforcement, to require that any third-party obtain prior Agency approval for any enforcement action concerning preexisting or future violations of this covenant.

(12) Other Agreements. The Owner represents and warrants that it has not an will not execute any other agreements with provisions contradictory or in opposition to the provisions of this covenant and that, in any event, the provisions of this covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other conflicting requirements.

(13) Binding Effect. Upon conveyance of the Property during the term, the Owner shall require its successor or assignee to assume its obligations under this covenant. In any event, this covenant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

(14) Amendment. This covenant may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.

(15) Severability. Notwithstanding anything herein contained, if any one or more of the provisions of this covenant shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this covenant, but this covenant shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

(16) Hendings. The headings and titles to the sections of this covenant are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

(17) Governing Law. This covenant shall be governed by all applicable Federal laws.

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560,662(b) (6)) - Page 3

IN WITNESS WHEREOF, the parties hereto have caused this Restrictive Use Covenant to be executed and made effective as of the date first above written.

OWNER: Monroe Family, LTD L.P., By: Mortgage Group South Corp.,

Date: 9/24/2017

Name: NAACU TI TYONSON

Title: Prontaint

GEORGIA

WITNESS/ATTEST:

APR. 3, 2016

APR. 3, 2016

APR. 3, 2016

SEAL AFFIXED

EXHIBIT A LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of Plaza Trace, and being more particularly described according to plat and survey entitled "Survey for Monroe Family Ltd." dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, surveyor No. 2115, and recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.

Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bound as follows: On the south by Plaza Trace; on the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the west by Lot One and Plaza Trace.

Subject, however, to all valid outstanding easements, rights of way, mineral leases, mineral reservation, and mineral conveyances of record.

Exception 15

Position 5 (USDA-FmHA FILED IN OFFICE Form FmHA 427-1 GA (Rev. 3-88) DEED TO SECURE DEBT FOR GEORGIA THIS DEED TO SECURE DEBT is made and entered into by the undersigned MONROF L.P., A GEORGIA LIMITED PARTNERSHIP NK OF SUPERIOR COU WALTON COUNTY. GA. LOWNDES residing in . County, Georgia, whose post office address is P. O. BOX 2295, VALDOSTA , Georgia __31604 herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government": WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows: Annual Rate Due Date of Final Date of Instrument Principal Amount of Interest Installment AUGUST 9, 1989 \$1,480,200.00 9.00% AUGUST 9, 2039

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, and assign unto the Government, with general warranty, the following property situated in the State

of Georgia, County(ies) of

All that tract or parcel of land lying and being in the State of Georgia,
County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract
No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4),
containing 1.667 acres, more or less, and Tract No. Five (5), containing
0.130 acre, more or less, located on the north side of Plaza Trace, and

"CONTINUED ON PAGE TWO" FmHA 427-1 GA (Rev. 3-88)

being more particularly described according to plat and survey entitled "Survey for Monroe Family Ltd.", dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, Surveyor No. 2115, and recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.

...

Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bounded as follows: On the south by Plaza Trace; On the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the west by Lot One and Plaza Trace.

Subject, however, to all valid outstanding easements, rights-of-way, mineral leases, mineral reservations, and mineral conveyances of record.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan finds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest there-in-all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee slipple.

BORROWER for Boπower's self, Borrower's heirs, executors, administrators, successors and assigns WARRAN'TS THE

TITLE to the property to the Government against all lawful claims and demands whatsoever except:

NONE

AND COVENANT'S AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(CONTINUED)

To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

its request, to deniver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and bushput manner; comply with such farm conservation practices and farm and home management plans at the Government/from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening on impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or least any timber, gravel, pil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10). To comply with all laws, ordinances, and regulations affecting the properly.

(11), To pay of relimburse the Government for expenses reasonably necessary or incidental to the protection of the line and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising isolling, and convoying the property.

of advertising, iselling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgaged hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covernants and agreements contained herein or in any supplementary agreement are being performed.

chants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbentance by the Government-whether once or often-in exercising any right or remedy under this instrument; or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

by applicable law, shall not be a waiver of of precide the exercise of any such right or temedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or office responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time. Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties agreed as Borrower be discharged in bankruptey or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government licreby secured immediately due and payable, (b) for the account of Borrower incur and pay by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to see so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government; in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of the property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bonn filde offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or dany the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower dwelling relating to race, color, religion, sex or national origin, and the light of the sale of the s

(21) Borrower further agrees that the lonn(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity; as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration at Athens, Georgia 30610, and in the case of Borrower to Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(24) Upon Default by Borrower as aforesaid, the Government, its agents and its assigns may, with or without taking possession of the property, foreclose this deed by selling the property as a whole or in purcels at public sale (which need not be or a legal sales day) before the courthouse door in the county where the property lies to the highest bidder for cash, after advertising the time, place, and terms of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which the Sheriff's advertisements for such county are published, and if the number of days) in a newspaper in which the Sheriff's advertisement for any one of such counties are published, all other notice being hereby waived by Borrower, and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of the premises in fee simple, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Borrower hereby constitutes and appoints the Government the agent and attorney-in-fact of Borrower to make such recitals, and hereby covenants and agrees that the recitals so made by the Government, or assigns, shall be binding and conclusive upon Borrower, and that the recitals as nade by the Government, or assigns, shall be binding and conclusive upon Borrower and effectual to bar all equity of redemption of Borrower in and to the premises; the po

(25) This instrument is a deed and absolute conveyance passing title pursuant to the laws of the State of Georgia governing loan or security deeds and is not a mortgage.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

SEE ADDITIONAL PROVISIONS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, Borrower has hereunto ofAUGUST	set Borrower's hand(s) and seal(s) this 9TH day day 19_89.
Signed: Scaled, midd) elivered in the presence of: (Notary Public) Grantees Address is: Farmers Home Adm District Office 355 E. Hancock Ave., Box 1 Athens, Georgia 3060 Notary Public, Walton Coumy Commission Expires Microscopic Commission Expire	CONTINUES

EXHIBIT "A"

ADDITIONAL PROVISIONS CONTINUED:

- (27) The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.
- (28) This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of July 21, 1989, which is hereby incorporated herein by reference.
- (29) The Borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in section 515 of Title V of the Housing Act of 1949 and FmHA regulations then extant during this 20 year period beginning August 9, 1989. No person occupying the housing shall be required to vacate prior to the close of such 20 year period because of early repayment. The borrower understands that should an unsubsidized project be converted to subsidized within 15 years from the date the last loan on the project is closed, that the period will be increased by 5 years. The borrower will be released during such period from these obligations only when the Government determines that there is no longer a need for such housing or that Federal or other financial assistance provided to the residents of such housing will no longer be provided. A tenant may seek enforcement of this provision as well as the Government.

Monroe Family, Ltd., L. P., A Georgia Limit of Payring ship
By: Mortgage Group South Corporation, Only General Partner
BY: Many T. Johnson, President

ATTEST: Many June 18, Secretary

!



To:

Planning and Zoning / City Council

From:

Patrick Kelley

Department:

Planning, Zoning, Code and Development

Date:

08-16-19

Description:

Lot frontage variance to subdivide 906 Alcovy St.

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation:

NA

Budget Available:

NA

Requested Expense:

\$NA

Company of Purchase: NA

Since 182

Recommendation: Approval

Background: The owner wishes to subdivide this previously derelict property into 4 lots. They have 384.7 feet of frontage and would like to have a variance for one lot frontage to 84.7 feet. The lot with the varied frontage will have square footage greater than the requisite 14,000 for an R1 zoned lot.

Attachment(s):



City of Monroe

215 N. Broad Street Monroe, GA 30655 (770)207-4674

Plan Report

Plan NO.: VAR-00002

Plan Type: Variance

137

Work Classification: New Construction

Plan Status: In Review

Apply Date: 08/06/2019

Expiration:

Location Address		Parcel Number	
906 ALCOVY ST, MONROE, GA 30655		M0080007	
Contacts			
ALCOVY BUILDERS, INC PO BOX 1758, LOGANVILLE, GA 30052	Owner	Alcovy Surveying & Engineering Inc 2205 Highway 81 S, Loganville, GA 30052 (770)466-4002	Applicant

Description: REQUEST FOR VARIANCE OF LOT FRONTAGE ON LOT 4 - P&Z MTG 9/17/19 @ 5:30 PM - COUNCIL MTG 10/8/19 @ 6:00 PM 215 N BROAD ST

Valuation:	\$0.00	
Total Sq Feet:	0.00	

Fees	Amount	Payments
Single Family Rezone or Variance Fee	\$100.00	Total Fees
Total:	\$100.00	Check # 5879
	A THE REST OF THE PARTY OF THE	Amount Due

 Payments
 Amt Paid

 Total Fees
 \$100.00

 Check # 5879
 \$100.00

 Amount Due:
 \$0.00

Condition Name

Description

Comments

Abbre adkinin	August 06, 2019
Issued By: Debbie Adkinson	Date
fle	2-6-19
Plan_Signature_1	Date
Plan_Signature_2	Date

	Documents to be submitted with request:		
	Recorded deed	Application Fees:	
	Survey plat	\$100 Single Family	
	Site plan to scale	\$300 Multi Family	
	Proof of current tax status	\$200 Commercial	
	Each applicant has the duty of filing a disclosure report w	vith the City if a contribution or a	gift totaling two hundred and
	fifty dollars (\$250.00) or more has been given to an office	ial of the City of Monroe within	the last two (2) years.
	The above statements and accompanying materials are of	complete and accurate. Applican	t hereby authorizes Code
	department personnel to enter upon and inspect the pro-	perty for all purposes allowed a	nd required by the zoning
	ordinance and the development regulations.		
	Signature Date:	2-5-19	
	PUBLIC NOTICE WILL BE PLACED A	ND REMOVED BY THE CODE DE	PARTMENT
		UNTIL AFTER THE COUNCIL MEE	
	*Property owners signature if not the applicant		MY M PO
	Signature	Date: 2-5-19	NOTA A
Roo	Iney Mast, Account Burgage	Date: <u>8-5-19</u> Date: <u>8-5-19</u>	Pinic
	any Mount	Date: <u></u>	Z O BLIO
	Notary Public		ON CONTRACTOR
	Commission Expires:	_	Sesses and
	I hereby withdraw the above application: Signature		Date

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

139

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

BILL NUMB. 2018 11079

ACCT NUMB. 221580 010
TAXPAYER EDMONDSON CLAUDE T &

MAP NUMBER M 8

LEGAL DESC 1.70AC

LOCATION 906 ALCOVY STREET CURRENT YEAR TAXES NO TAX DUE

PAYMENT DUE

NO TAX DUE

ON OR BEFORE NOVEMBER 15, 2018

If paying by check or money order, please include your tax bill number.

> EDMONDSON CLAUDE T & EDMONDSON MARY 3710 PILOT ROAD COVINGTON GA 30014

11079PT

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

2018 CO.PT. 11079

Please return this portion of your bill with your payment

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPTI	ION	MA	AP/PARCEL	FAIR MARKET VALUE
2018 011079	221580 010 1	1.70AC		M 8	7	39,500
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX CITY BOND OTHR CHRGS	15800 15800 15800 15800 15800		15800 15800 15800 15800 15800	.0109050 .0186000 .0026000 .0052980 .0019790	37.92 64.39	172.30 293.88 41.08 83.71 31.27 72.61
					CCHOOL TAXES COTAL COUNTY T TOTAL CITY T	334.96 172.30 114.98
D 3 TIMES IM C						604 95

PAYMENTS

-694.85

THIS YEAR TAX NO TAX DUE

NO TAX DUE CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY

EDMONDSON CLAUDE T & EDMONDSON MARY 3710 PILOT ROAD GA 30014 COVINGTON

PAYMENT MUST BE MADE ON OR BEFORE

NOVEMBER 15, 2018

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

YOUR CANCELLED CHECK IS YOUR RECEIPT MONROE, GA. 30655

------PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL-------

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 266 1736 If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should next year's taxes. Information on filing a return can be obtained from the County Tax Office at 303 S. HAMMOND DRIVE

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax
Act and another part of your bill shows the dollar amount of
reduction of local property taxes which you have received.
The law now requires the following additional information to
be provided to each taxpayer:

LOCAL TAX LEVY:
Mill rate required to produce local budget
Reduction in mill rate due to rollback to taxpayers
of sales tax proceeds this previous year
Actual mill rate set by local officials

22.678 6.475 16.203



Variance/Conditional Use Application

Application must be submitted to the Code Department 45 days prior to the Planning & Zoning Meeting of: _____

Tour representative must be present at the meeting	representative must be present a	t the meeting
--	----------------------------------	---------------

	500
Street address 906 Decovy Street Counc	cil District// Map and Parcel #
Zoning 72-1 Acreage 1.448 Proposed Use 72-5	Road Frontage 384.70 ft. / on
ALONY STREET (street or streets)	
Applicant	Owner
Name ALONY SIEVEY ME & EAG.	Name ALLONY BUILDERS INC.
Address 2205 Hwy. 215.	Address P.O. POUX 1758 Phone # LOGONINILE, GA. 30052
Phone # LOGALUITE GA 30057	Phone # Lo Gm, 116, Gr. 30052
Request Type: (check one) Variance Conditional Use	
Nature of proposed use, including without limitation the type of	
occupants and/or employees, hours of operation, number of vel	nicle trips, water and sewer use, and similar matters:
PROPOSED 4 RESIDENTIAL LOTS FOR S	PHOLE FAMILY HOUSING
State relationship of structure and/or use to existing structures a	
EXISTING STRUCTURE TO BE DEMOLISHED,	4 New Houses Poully
· ·	
State reason for request and how it complies with the Zoning Or	dinance section 1425.5(1)-(10) & 1430.6(1)-(8):
REDUCE MINIMUM FRONTAGE REQUIREMEN	17 ON PROPOSED LOT 4, FROM 100
TO 84.70'. PROPOSEN LOT WILL BE 5,000	SO.FT. LARGON THAN THE MINIMUM
LUZ SIZE REQUIRED. No	
State area, dimensions and details of the proposed structure(s) o	or use(s), including without limitation, existing and
proposed parking, landscaped areas, height and setbacks of any	
proposed parking/loading spaces and access ways:	
4 SINGLE FAMILY HUSES PULL TO	MEET THE COURTON T CITY
OF MONDE REQUIREMENTS FOR R-	
State the particular hardship that would result from strict applica	ation of this Ordinance:
,	
Check all that apply: Public Water:Well: Public Sew	ver: Sentic: Flectrical: V Gas: 1
	das
For any application for an overlay district, a Certificate of Approx	oriateness or a letter of support from the Historic

For any application for an overlay district, a Certificate of Appropriateness or a letter of support from the Historic Preservation Commission or the Corridor Design Commission for the district is required.

2-1 KB

After Recording Return To: McMichael & Gray, P.C. 574 Conyers Road, Suite 100 Loganville, GA 30052

Order No.: LOG-190564-PUR

Property Appraiser's Parcel I.D. Number: M0080007

BK: 4410 PG: 329-330 Filed and Recorded Jul-09-2019 03:46:28PM DOC#: D2019-007824 Real Estate Transfer Tax Paid \$67.00 1472019002434

Karen P. David CLERK OF SUPERIOR COURT Walton County GA.

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 2nd day of July, 2019, between

Claude T. Edmondson and Mary F. Edmondson

of the County of Walton, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

Alcovy Builders, 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 No/100 Dollars (\$10.00) and other good and 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, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

SUBJECT to all zoning ordinances, easements and restrictions of record affecting said premises.

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 owning, holding or claiming by, through or under the said Grantor.

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:

Unofficial Witness

.

Notary Public

My Commission Expires 10-19-27

Mary F. Edmondson

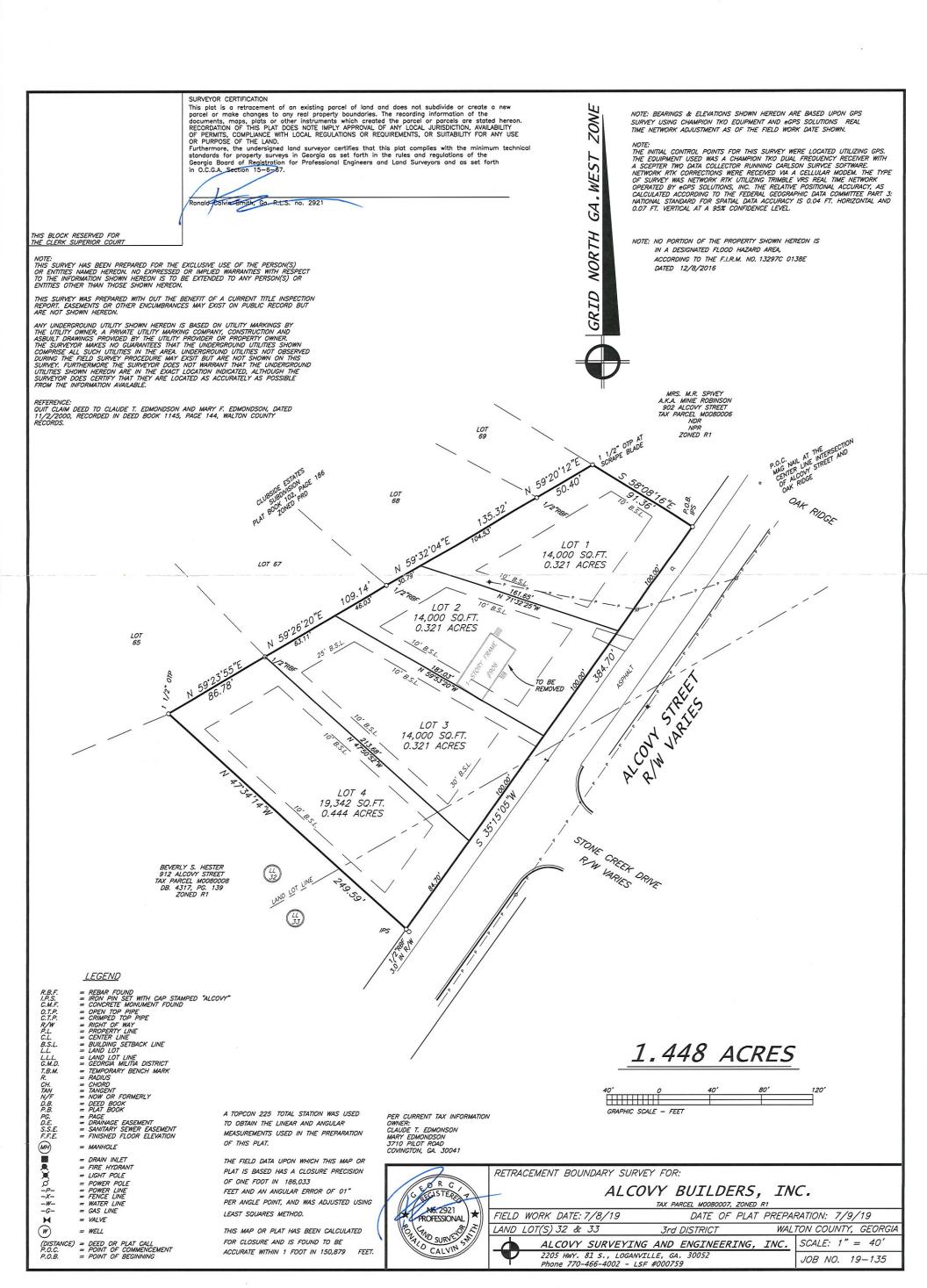


EXHIBIT A

All that tract or parcel of land, together with all improvements thereon situate, lying and being in the City of Monroe, County of Walton, State of Georgia, 419th District, G.M., and being improved property described as follows: Beginning at an iron pin on the Northwest side of the Jersey Road, at the Eastern corner of Elmer Mitchell property line adjacent to property conveyed herein, and running along said Jersey Road North 34 degrees East 392.00 feet to an Iron pin; thence North 59 degrees West 106.24 feet to an Iron pin; thence south 58.3/4 degrees West 382.1 feet to an iron pin; thence in a Southeasterly direction along the line of Elmer Mitchell property 272 feet back to the point of beginning. BOUNDED Now or formerly as follows: Northwest and North by J.B. Williams, Northeast by Minnie Robertson, East and Southeast by Jersey Road, Southwest and West by Elmer Mitchell, and being 1.55 acres, more or less. Said tract being all of the land conveyed to Mrs. P.D. Allen and Violet Allen by W.F. Reeves by deed recorded in Book 29, page 367, Record of Deeds for Walton County, Georgia, less 1.15 acres deeded to Elmer Mitchell by deed recorded in Book 29, page 520, Record of Deeds for Walton County, Georgia, reference to said deeds and the record thereof being hereby made.

CIT, E.

NOTICE TO THE PUBLIC CITY OF MONROE

The City of Monroe has received a request for a variance of section 700.1 Table 11 lot frontage of the Zoning Ordinance for 906 Alcovy Street. A public hearing will be held on September 17, 2019 before the Planning & Zoning Commission, at 5:30 P. M.

The City of Monroe has received a request for a variance of section 700.1 Table 11 lot frontage of the Zoning Ordinance for 906 Alcovy Street. A public hearing will be held on October 8, 2019 before the Mayor and Council, at 6:00 pm.

The meeting will be held in City Hall Meeting Room, 215 North Broad Street. All those having an interest should be present.

Please run on the following date:

September 1, 2019



To:

Planning and Zoning / City Council

From:

Patrick Kelley

Department:

Planning, Zoning, Code and Development

Date:

08-16-19

Description:

Rezone request for 123 Plaza Trace from Professional to R2 Multifamily

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation:

NA

Budget Available:

NA

Since 182
Company of Purchase: NA

Requested Expense:

\$NA

Recommendation: Approval

Background: This property is an apartment complex which is currently and existing non-conforming use in professional zoning. The applicant wishes to have the property rezoned to match the use pursuant to funding for renovations and upgrades or refinancing.

Attachment(s):



City of Monroe 215 N. Broad Street Monroe, GA 30655 (770)207-4674

Plan Report

Plan NO.: **ZONE-00002**

146

Plan Type: Rezone

Work Classification: Map Amendment

Plan Status: In Review

Apply Date: 08/07/2019

Expiration:

Location Address			y	
123 PLAZA TRCE, MONROE,	GA 30655			
Contacts				
Monroe Family LTD P.O. BOX 2285, Valdosta, GA	31604	Applicant		
Description: REQUEST FOR REZO COUNCIL MTG 10/8/19 @ 6:00		ИТG 9/17/19 @ 5:30 PM -	Valuation: Total Sq Feet:	\$0.00
Fees Multifamily Rezone or Variance Fee Total:	\$300.00 \$300.00	Payments Total Fees Credit Card Amount Due:	Amt Paid \$300.00 \$300.00 \$0.00	
Condition Name	<u>Description</u>		Comments	
(Oelolie)	alken	سمد		August 07, 2019
7/4 H	ssued By:	<u>-</u>	A	Date 6. 7 - 20/5
Plan	Signature_1			Date

Plan_Signature_2

Date

REZONE APPLICATION FORM

PERM	II NUMBER
I.	LOCATION TOST PLAZA TRACE
	COUNCIL DISTRICT 3 4 7
	MAPNUMBER NM 06C
	PARCEL NUMBER /2
II.	PRESENT ZONING REQUESTED ZONING MVVII- FAMILY
III	ACREAGE 2. 94 AC PROPOSED USE MNLTE-FARELY
IV	ADDRESS 3/4 N. PATTENSON ST. VALUESTA LA. 3/601
PF	HONE NUMBER 229-242-7759
The fo	llowing information must be supplied by the applicant. (attach additional pages if needed)
V	. ANALYSIS:
1.	5 LOTS, H'S, 17, 18, 18, 20, 21 DELECTY NEWS FROM SUBJECT PROPERTY NO ZONEN K-2. THERE ALE 3 MULTE-FAMILY PROPERTES WITHEN 1/4 MILE. TWO
2.	HAVE WIRECTLY MOSKEEN.
3.	The existing value of the property contained in the petition for rezoning under the existing zoning classification 535,000 PEN 2018 ADVALOREY TAX NOTTIE,
4.	The value of the property contained in the application for rezoning under the proposed zoning Classification
5.	A description of the suitability of the subject property under the existing zoning classification EXESTER MULTIL-FRANKLY PLANKLY STACK 1989
6.	A description of the suitability of the subject property under the proposed zoning classification of the property Existing Filosophica 1989

Rezoning	Application
Page Two	(2)

7.	A description of any existing use of property including a description of all structures presently occupying the property FYISTEN 48 UNIT 1/F PROPERTY
8.	The length of time the property has been vacant or unused as currently zoned
9.	A detailed description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning classification

Applications found to be incomplete or incorrect will be rejected. See the attached calendar for deadline dates. It is the responsibility of the applicant and not the staff to ensure that a complete and accurate application is submitted.

LEGAL DESCRIPTION OF PROPERTY

SEE. HTTHELED

Rezoning Application Page Three (3)
Wherefore, applicant prays that the procedures incident to the presentation of this petition be taken, and the property be rezoned accordingly.
Owner of property (signature) Mary 1 Allows Address 314 N. Patterson St. Valdosta, G.A. 31601 Phone Number 229-316-2232
Attorney/Agent (signature) Address Phone Number
Personally appeared before me the above applicant named Mary T. Johnson who on oath says that he/she is the General Partner of the LP. for the foregoing, and that all the above statements are true to the best of his/her knowledge.
My Commission Expires Guly 28, 2000 25 2020 (Date)
My Commission Expires July 28 2000 35 2020

Rezoning Application Page Four (4)
What method of sewage disposal is planned for the subject property?
EXISTIAL Sanitary Sewer Septic Tank
The following information must be included in the application material requesting an annexation or zoning change from $\frac{V}{V}$ to $\frac{MMF-MW}{V}$ ocated at $\frac{OSC}{V+AM}$ $\frac{MW}{V}$, containing $\frac{1.94}{V}$ acre(s), property owner being $\frac{MONME}{V+MCV}$ $\frac{V+V}{V+V}$ $\frac{V+V}{V+V}$. filed on $\frac{V-V-V}{V+V}$
CHECK LIST - APPLICATION MATERIAL
Application Fee (\$100.00 Application Fee Single Family Rezoning) (\$300.00 Application Fee Multi Family Rezoning)
(\$200.00 Application Fee Commercial Rezoning)
(Application fee For Annexation is the same as a Rezone)
The completed application form (one original with original signatures)
Special Conditions made part of the rezoning/annexation requestLegal Description
Legal Description Survey plat of property showing bearings and distances and:
abutting property owners
the zoning of abutting property
the current zoning of the subject property
Development Plan (two full size and one 11x17)
Site plan of the property at an appropriate scale
the proposed use
internal circulation and parking (proposed number of parking spaces)
<pre>landscaping minimum square footage of landscaped area grading</pre>
lighting
drainage (storm water retention structures)
amenities (location of amenities)
buildings (maximum gross square footage and height of structures)
buffers
Additional information that may be required by the Code Enforcement Officer:
Monroe Utilities Network Availability Letter
Application Material-Section 1421.4 of the Zoning Ordinance outlines the specific items to be included on the site plan:
Rezoning Application

Page five (5)

	fy: (circle the appropriate district applied for)
	the maximum gross square footage of building area the maximum lot coverage of building area the minimum square footage of landscaped area the maximum height of any structure the minimum square footage of parking and drive areas the proposed number of parking spaces
	plication for the R-1, R-1A, R-2 or MH districts the site plan shall additionally identify: (circle the
appropriate	district applied for) the maximum number of residential dwelling units
-	the minimum square footage of heated floor area for any residential dwelling unit
	the maximum height of any structure
	the minimum square footage of landscaped area
	the maximum lot coverage of building area
	the proposed number of parking spaces
_	on all rezoning applications a revised site plan to be approved at a later date by the Mayor and City Council may be required
	yesno Applicant site plan indicates a variance requested
-	for any application for multi-family residential uses, the site plan shall also identify the maximum height of any structure, location of amenities, and buffer areas: and,
	any other information as may be reasonably required by the Code Enforcement Officer.
-	any other information as may so reasonately required by the code Emercement extrem.
the required	ant requesting consideration of a variance to any provision of the zoning ordinance as shown on a site plan shall identify the variance(s) and identify for each variance shown the following which shall confirm that the following condition(s) exist:
1.	Any information which identifies that there are extraordinary and exceptional conditions
3,100,000	pertaining to the particular piece of property in question because of its size, shape or topography
	that are not applicable to other lands or structures in the same district.
2.	Any information whereby a literal interpretation of the provisions of this Ordinance would
	deprive the applicant of rights commonly enjoyed by other properties of the district in which the
3.	property is located. Any information supporting that granting the variance requested will not confer upon the
	property of the applicant any special privileges that are denied to other properties of the district
	in which the applicant's property is located.
4.	Information clearly showing that the requested variance will be in harmony with the purpose and
	intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.
5.	Information that the special circumstances are not the result of the actions of the applicant.
6.	A description of how the variance requested is the minimum variance that will make possible the
7.	legal use of the land, building, or structure in the use district proposed. Information indicating the variance is not a request to permit a use of land, buildings, or
<i>— '</i> ·	structures, which are not permitted by right in the district involved.
Rezoning A	

Page six (6)
COMMENTS
Disclosure of Campaign Contributions and/or gifts: Each applicant has the duty of filing a disclosure report with the City if a contribution or gift totaling two hundred and fifty dollars (\$250.00) or more has been given to an official of the City of Monroe within the last two (2) years. The filing shall be within ten (10) days after the application is made, and in the case of a supporter or opponent, filing shall be at least five (5) days before the first public hearing.
I hereby withdraw the above application: Signature: Date:

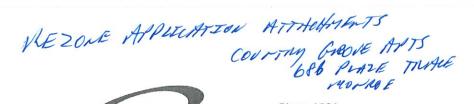
NOTICE TO THE PUBLIC CITY OF MONROE

A petition has been filed with the
City of Monroe requesting the
property at 143 Plaza Trace to
be rezoned from P to R2
A public hearing will be held before
the Monroe Planning and Zoning
Commission at City Hall Auditorium at
215 N. Broad Street on September 17, 2019
at 5:30 P.M. All those having an
interest should be present to voice
their interest.

A petition has been filed with the
City of Monroe requesting the
property at 143 Plaza Trace to
be rezoned from P to R2
A public hearing will be held before
The Mayor and City Council
at the City Hall Auditorium at
215 N. Broad Street on October 8, 2019
at 6:00 P.M. All those having an
interest should be present to voice
their interest.

PLEASE RUN ON THE FOLLOWING DATE:

September 1, 2019



Civionroe

CODE DEPARTMENT

August 2, 2019

Randy Crosby TISHCO Development Inc 314 North Patterson St Valdosta, GA 31601

RE: Country Grove LLC, 686 Plaza Trace, map & parcel NM06C11 & NM06C12, Monroe GA 30655, Zoning Verification

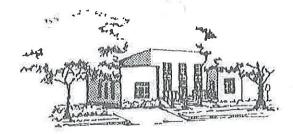
Dear Mr. Crosby

Per your request for a Zoning Verification for the properties at map and parcels NM06C11 and NM06C12, both of the parcels mentioned are zoned "P" for professional and the use of apartments on these parcels are an existing non-conforming use.

If we can be of further assistance, please contact me.

Sincerely,

Debbie Adkinson Code Department Assistant



CITY OF MONROE

Post Office Box 1249 Monroe, Georgia 30655 (404) 267-7536

Ralph B. Taylor, Jr., Mayor . Rosemary B. Mathews, Vice Mayor

May 27, 1987

Mrs. Tish Johnson General Partner Monroe Family, LTD. P.O. Box 2295 31604 Valdosta, Georgia

Re: Monroe Family, Ltd.

Dear Mrs. Johnson:

The property located in Monroe West Business Park, Phase B, is zoned professional - multi-family. Construction of multi-family apartments is allowed in this area. The zoning restrictions that will apply to your suggested development are:

Number of units per acre - 13 per acre

Set Backs - 25' from r/w Etcetera - min. floor area 600 sq. ft.

Sincerely,

Harvey McClendon Code Officer

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

RETURN SERVICE REQUESTED

If paying by check or money order, please include your tax bill number.

յովը|կումլկովը|կՈւրվիՄնեի|կ|կոՄիրիկ|իրը|կիու

MONROE FAMILY LTD PO BOX 1767

24957PT

VALDOSTA

GA 31603-1767

38299

BILL NUMB. 2018 24957 ACCT NUMB. 499140 010

MONROE FAMILY LTD TAXPAYER

MAP NUMBER NM06C 11

LEGAL DESC #11&PT#10 MONROE WEST 1.8 143 PLAZA TRACE

LOCATION 7,859.08 CURRENT YEAR TAXES

PAY THIS AMOUNT---->7,859.08 ON OR BEFORE NOVEMBER 15, 2018

RECEIVED AUG 2 0 2018

WALTON CO. TAX COMM 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

2018 CO.PT. 24957

Please return this portion of your bill with your payment in the enclosed envelope

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPTIO	ON	MAI	P/PARCEL	FAIR MARKET VALUE
2018 024957		#11&PT#10 MONR	OE WEST 1.8	NM06C	11	498,900
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX CITY BOND	199560 199560 199560 199560 199560		199560 199560 199560 199560 199560	.0109050 .0186000 .0026000 .0052980 .0019790	478.94 813.21	2,176.20 3,711.82 518.86 1,057.27 394.93

TOTAL SCHOOL TAXES TOTAL COUNTY TAXES 4,230.68 2,176.20 TOTAL CITY TAXES 1,452.20

7,859.08 TOTAL TAX DUE CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY

MONROE FAMILY LTD PO BOX 1767 VALDOSTA

GA 31603-1767

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018

YOUR CANCELLED CHECK IS YOUR RECEIPT

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

MONROE, GA. 30655

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company. We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352
If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value not later than 4/01/2019 in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at 303 S. HAMMOND DRIVE

1. COLD TOWN SALES TAY CREATE.

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax
Act and another part of your bill shows the dollar amount of
reduction of local property taxes which you have received.
The law now requires the following additional information to
be provided to each taxpayer:

LOCAL TAX LEVY:
Mill rate required to produce local budget
Reduction in mill rate due to rollback to taxpayers
of sales tax proceeds this previous year
Actual mill rate set by local officials

22.678

6.475

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

RETURN SERVICE REQUESTED

If paying by check or money order, please include your tax bill number.

թգիթակինիակինորդիրորդինակիններիի

MONROE FAMILY LTD PO BOX 1767

VALDOSTA

GA 31603-1767

38300

BILL NUMB. 2018 24958 ACCT NUMB. 499160 010

TAXPAYER MONROE FAMILY LTD MAP NUMBER NM06C 12 LEGAL DESC MONROE WEST 2.94AC 123 PLAZA TRACE LOCATION

CURRENT YEAR TAXES 8,427.75

PAY THIS AMOUNT ---->8,427.75 ON OR BEFORE NOVEMBER 15, 2018

RECEIVED AUG 2 0 2018

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

2018 CO.PT.

Please return this portion of your bill with your payment in the enclosed envelope

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPT	ION	MA	P/PARCEL	FAIR MARKET VALUE
2018 024958	499160 010 1	MONROE WEST 2	.94AC	NM06C	12	535,000
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX CITY BOND	214000 214000 214000 214000 214000		214000 214000 214000 214000 214000	.0109050 .0186000 .0026000 .0052980	513.60 872.05	2,333.67 3,980.40 556.40 1,133.77 423.51

TOTAL SCHOOL TAXES 4,536.80 TOTAL COUNTY TAXES 2,333.67 TOTAL CITY TAXES 1,557.28

TOTAL TAX DUE

8,427.75 CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY

MONROE FAMILY LTD PO BOX 1767 VALDOSTA

GA 31603-1767

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018 YOUR CANCELLED CHECK IS YOUR RECEIPT WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

MONROE, GA. 30655

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company.
We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



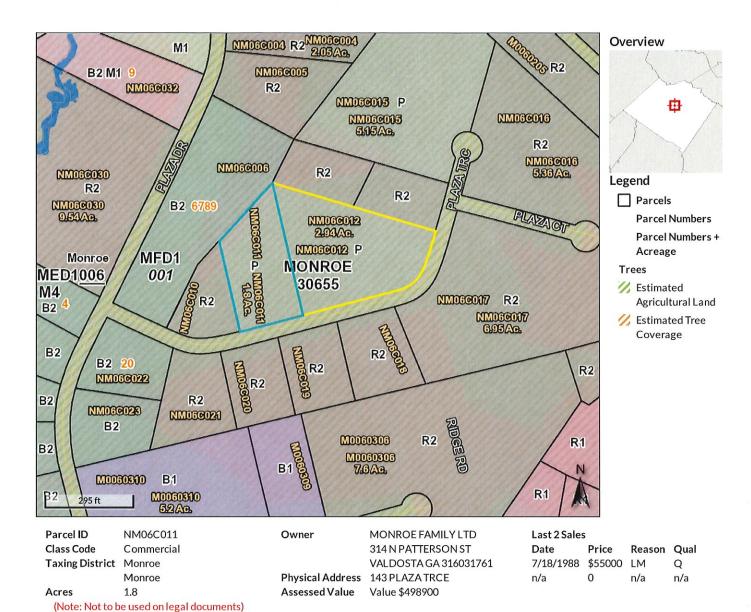
------PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL------Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352
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LOCAL TAX LEVY:
Mill rate required to produce local budget
Reduction in mill rate due to rollback to taxpayers
of sales tax proceeds this previous year
Actual mill rate set by local officials

22.678 6.475

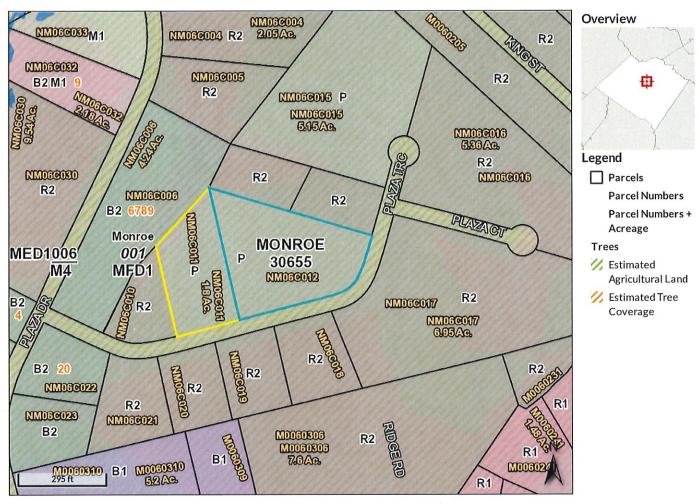
QPublic.net™ Walton County, GA



Date created: 8/2/2019 Last Data Uploaded: 8/2/2019 8:10:35 AM



QPublic.net[™] Walton County, GA



Parcel ID NM06C012 Class Code Commercial Taxing District Monroe

Monroe

2.94 Acres

(Note: Not to be used on legal documents)

Owner

MONROE FAMILY LTD 314 N PATTERSON ST

VALDOSTA GA 316031767

Physical Address 123 PLAZA TRCE Assessed Value

Value \$535000

Last 2 Sales

Price Date Reason Qual 7/18/1988 \$55000 LM Q n/a 0 n/a n/a

Date created: 8/2/2019 Last Data Uploaded: 8/2/2019 8:10:35 AM



Tax Information

AUTO LIGHTLY THE DIRECTIVE	2018	Proper	ty Tax	Statement
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Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

MONROE FAMILY LTD P O BOX 1767

VALDOSTA, GA 316031761

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

Current Prior Back Bill No. **Due Date** *Total Due* Due Payment Taxes Paid 2018-24957 11/15/2018 \$0.00 \$7859.08 \$0.00 11/05/2018

Map: NM06C-00000-011-000 Location: 143 PLAZA TRACE Account No: 499140 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our office.

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416



Tax Payer: MONROE FAMILY LTD Map Code: NM06C-00000-011-000

Description: #11&PT#10 MONROE WEST 1.8

Location: 143 PLAZA TRACE Bill No: 2018-24957

Paid Date

11/05/2018

Building Value	Land Value	Acres	Fair Market Va	lue Due D	ate Billi	ng Date P	ayment Good through	Exemptions
0.00	0.00	0.0000	\$498,900.00	11/15/2	2018 08/0	8/2018		
		Net essment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CITY BOND	\$0.00 \$1	99,560.00	\$0.00	\$199,560.00	0.002	\$394.93	\$0.00	\$394.93
CITY TAX	\$0.00 \$19	99,560.00	\$0.00	\$199,560.00	0.005	\$1,870.48	-\$813.21	\$1,057.27
COUNTY	\$0.00 \$19	99,560.00	\$0.00	\$199,560.00	0.011	\$2,655.14	-\$478.94	\$2,176.20
SCH BOND	\$0.00 \$19	99,560.00	\$0.00	\$199,560.00	0.003	\$518.86	\$0.00	\$518.86
SCHOOL	\$0.00 \$19	99,560.00	\$0.00	\$199,560.00	0.019	\$3,711.82	\$0.00	\$3,711.82
TOTALS					0.039	\$9,151.23	-\$1,292.15	\$7,859.08
State law requires all tax bills to be mailed to the owner of record on January 1st. If property has been sold, please contact our office. Current Due This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy of this bill to your mortgage company. We encourage you to pay by mail or on our website at www.waltoncountypay.com Other Fees							\$7,859.08 \$0.00 \$0.00 \$0.00	
Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition, certain elderly persons are entitled to additional homestead exemptions. Applications must be filed by April 1st.					F	Previous Payn Back Taxes Fotal Due		\$7,859.08 \$0.00 \$ 0.00

2018 Property Tax Statement Current Prior Back Bill No. Due Date *Total Due* Due Payment Taxes Tax Commissioner Paid 2018-24958 11/15/2018 \$0.00 \$8427.75 \$0.00 303 South Hammond Drive STE 100 11/05/2018 Walton County Government Building Monroe, Georgia 30655

Map: NM06C-00000-012-000
Ph: 770-266-1736, Fax: 770-267-1416
Location: 123 PLAZA TRACE
Account No: 499160 010
MONROE FAMILY LTD

P O BOX 1767

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

RETURN THIS PORTION WITH PAYMENT
(Interest will be added per month if not paid by due date)

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our office.

.....

Walton County Government Building Monroe, Georgia 30655

Tax Commissioner

Ph: 770-266-1736, Fax: 770-267-1416

303 South Hammond Drive STE 100



Tax Payer: MONROE FAMILY LTD Map Code: NM06C-00000-012-000 Description: MONROE WEST 2.94AC Location: 123 PLAZA TRACE

Previous Payments

Back Taxes

Paid Date

Total Due

\$8,427.75

\$0.00

11/05/2018

\$0.00

Bill No: 2018-24958

Building Va	lue Lan	d Value	Acres	Fair Market Va	ilue I	Due Dat	te Billin	ıg Date I	ayment Good through	Exemptions
0.00		0.00	0.0000	\$535,000.00	1	1/15/20	18 08/0	8/2018		
Entity	Adjusted FMV		let ssment	Exemptions	Taxabl Value	7000	Millage Rate	Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$21	4,000.00	\$0.00	\$214,00	00.00	0.002	\$423.51	\$0.00	\$423.51
CITY TAX	\$0.00	\$21	4,000.00	\$0.00	\$214,00	00.00	0.005	\$2,005.82	-\$872.05	\$1,133.77
COUNTY	\$0.00	\$21	4,000.00	\$0.00	\$214,00	0.00	0.011	\$2,847.27	-\$513,60	\$2,333.67
SCH BOND	\$0.00	\$214	4,000.00	\$0.00	\$214,00	0.00	0.003	\$556.40	\$0.00	\$556.40
SCHOOL	\$0.00	\$214	1,000.00	\$0.00	\$214,00	0.00	0.019	\$3,980.40	\$0.00	\$3,980.40
TOTALS							0.039	\$9,813.40	-\$1,385.65	\$8,427.75
				to the owner of rec se contact our office						
Junuary 13c. 11	property	ida Deeii	soid, piea	se contact our offici	е.		C	urrent Due		\$8,427.75
This bill is not	sent to yo	ur mortg	age comp	any. If you have an	escrow		D	iscount		\$0.00
account, please forward a copy of this bill to your mortgage company. We encourage you to pay by mail or on our website at							P	enalty		\$0.00
www.waltonco			or on our	website at			Iı	iterest		\$0.00
	, r - j · -						O	ther Fees		\$0.00

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition, certain elderly persons are entitled to additional homestead exemptions. Applications must be filed by April 1st.

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

Start Over (/start.html)

(1)

ONLINE PAYMENTS - PROPERTY TAXES

PROPERTY TAX SEARCH RESULTS

Back taxes must be paid with selected bill(s), so all older bills with a balance due will be automatically added to the cart. Click on a Bill # to view the bill.

Year	BIII #	Deed Name	Property Address	Map Code	Due Date	Prior Payment	Amount Due	Add to Cart	
2018	0000024957 (/pay_bill.hlml? bill_id=335897D322198094G4120349219Q0)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2018	\$7,859.08	\$0.00	Paid 11/05/2018	
2018	0000024958 (/pay_bill.html? bill_id=8467702DG7Q661972803039160248)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2018	\$8,427.75	\$0.00	Paid 11/05/2018	
2017	0000024953 (/pay_bill.html? bill_id=22DG41765532523047P04128544)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2017	\$7,595.53	\$0.00	Paid 11/06/2017	
2017	0000024954 (/pay_bill.html? bill_id=79425078D6G0125002495943P764)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2017	\$8,044.29	\$0.00	Paid 11/06/2017	
2016	0000024651 (/pay_bill.html? bill_id=9157552D373846G84028767673Q20)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2016	\$7,843.03	\$0.00	Paid 11/08/2016	
2016	0000024652 (/pay_bill.html? bill_id=631314D98717G9890198359P1408)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2016	\$8,306.42	\$0,00	Paid 11/08/2016	
	**************************************	MONROE	143	NM06C-					•

Results are limited to first 100 records. If your record is not found, go back and try a more specific search.

Back to Search

View Cart (0)

Walton County, Georgia



Mr. Derry M. Boyd
Tax Commissioner
Tax Questions
(maillo:WCTC@co.walton.ga.us?
Subject=Walton County tax
question)

Physical Address 303 S.Hammond Dr. Suite 100 Monroe, GA 30655 View Map (https://goo.gl/maps/lbziyqq1S8P2)

> Fax 770-267-1416

Phone Tag: 770-267-1335 Tax: 770-266-1736

Office Hours 8:30-5:00 Mon-Fri

* = Required



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Vesting Deeds

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STATE OF GEORGIA, County of WALTON
THIS INDENTURE, Made this 18th day of July in the
Year of Our Lord One Thousand Nine Hundred and Eighty Eight between PHIJTT, INC.
of the State of Georgia and County of Walton of the first part, and
of the State of Georgia and County of Lowndes of the second part
WITNESSETH: That the said part_Yof the first part, for and in consideration of the sum of Other Valuable Consideration and Ten(\$10.00)Dollars
in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, ha_s granted, bargained, sold and conveyed, and by these presents
do es grant, bargain, sell and convey unto the said part. Y of the second part, its successors and assigns, all that tract or parcel of land
All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of plat and survey entitled, "Survey for Monroe Family Ltd.", dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, Surveyor No. 2115, recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.
Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bounded as follows: On the south by Plaza Trace; On the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the east by Lot One and Plaza Trace.
This is part of the same property conveyed to PHIJTT, INC. by deeds dated July 22, 1985, and recorded in Deed Book 212, pages 243-248, Walton County Records.

JUL 1 8 1988

FILED 4 35 M RECORDED JUL 1. 9. 1988
BOOK A 1. A. PAGE
KATHY K. KEESEE
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA

WALTON COUNTY, GEORGIA REAL ESTATE TRANSFER 12X PAID 9 JUL 1 8 1988 KHAP K. Keess CLERK OF SUPERIOR COURT

Contractive Contra

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 part.Y........... of the second part, <u>its</u> successors thereof, in Fee Simple.

AND THE SAID part y of the first part, for heres, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said part y of the second part, its heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part ha hereunta set its hand and semporate, the day and year above written.

Signed, sealed and delivered in presence of:

Fully (Liffet US)

Notary Public Mary porse

PHIJTT, INC.

BY: Jan X.

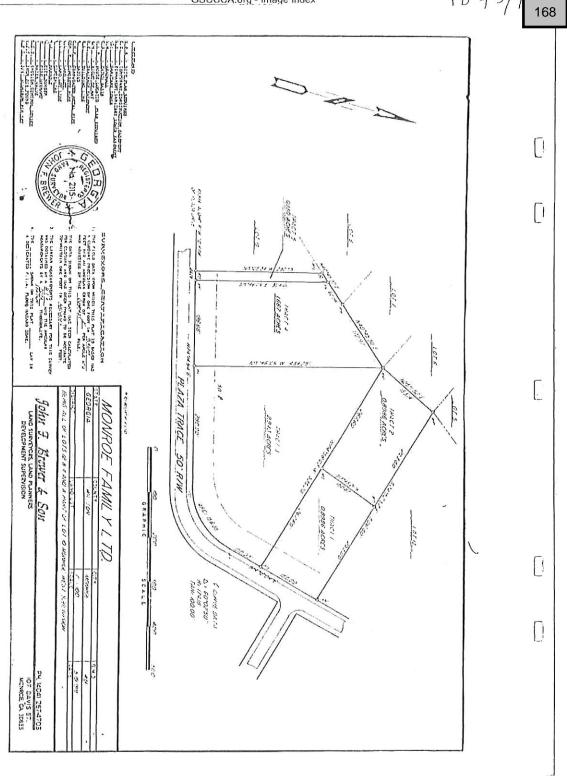
ATTEST: Secretary

Notary Public, Walton County, Georgia My Commission Expires March 5, 1991 Executed on

					М.	lio 6	Clerk	
	IY DEED Form)	W.		7 ofSuperior Cour	o'clock	Book Folio.		
X	ARRAN' (Long	FROM	OT	, County	r Record at	in Deed		
Ü	A		*	GEORGIA Clerk'	Filed for	Recorded		

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Exception 11



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Exception 12

DANDS KICHE AS

RIGHT OF WAY AGREEMENT

STATE OF GEORGIA COUNTY OF WALTON

KNOW ALL MEN BY THESE (REWEITS; That the undersigned Mrs. Paul N. Launius (hereinafter called Granter whether one or more), for and in Consideration of One Dollar (\$1.00) ----- cash in hand, receipt of which to hereby acknowledged, does hereby grant, bargain, sell and convey unto CITY OF MONROE, municipal corporation of the County of Walton and State of Coorgia, ita successors and assigns, (hereinafter called GRANTEE), a right of way and agreement for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing sewer lines (with valves, regulators, manholes and appurtenant facilities), the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor, situated in the County of Walter, State of Georgia, described as follows:

Bounded on the North by old Monroe and Atlanta Road (abandoned), City of Monroe Slaughter Pen, Carver Street, Monroe Colored Housing Project, a gully, and Erastus Culbreath, on the East by a branch from the vicinity of Perry Street running South to U. S. Highway No. 78, on the South by U. S. Highway No. 78, on the West by H. B. Launius Sub-division, a meandering branch being the line, and Nathan Whitley. This description from a plat prepared by H. L. Dunahoo, Surveyor, September 849, 1960.

Provided, however, that the right of way and easement hereunder shall not exceed

feet in width, there is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe, for sever purposes, approximately resulted with the first sever line laid by Grantee hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the seme to, the free and full right of ingress and egress over and across said lands and other lands of the "ranter to and from said right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance and repair of said sewer lines. The Grantee shall have the right to assign this in whole or in part.

TO MAY: And TO HOLD said Right of way and easement unto said Grantee, its successors, and assigns, until such first sewer line be constructed and so long thereafter as a sewer line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever

heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every resson whomsoever lawfully claiming or to chalm the same or any part

thereof.

The Granton agrees to pay for any damage to fonces, improvements, growing crops and timber which may arise from laying, constructing, altering repairing, removing, changing the size of and replacing such sewer lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Granton, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Any payment hereunder may be made direct to the Grantor, or, at the option of Granton, such payment have be made by derpositivative same in Bank, at the depository for such purpose, irrespective of any future change in the comparant of the lands hereinabove described Should there be any change in the comparant said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said londs shall be binding upon Grantoc until the munisant of title by which such change becomes effective has been placed of record in the County wherein such lands are located and certified copy thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no

It is agreed that this grant covers all the agreements between the parties and no representation or statements, vorbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this, 28th day of June 1963

Signed, socied and delivered in the presence of:

organia de de de	a northered in one precentes of	Mrc. Paul Launius (SEAL)	
Andrew Banks		(SEAL)	
H. G. Adams		(UEAL)	

Notary Public, Walton Co., Ga.

> Recorded: June 28, 1963 Rome Low Tonetar, Clark in a francis

Exception 13

db 58/82

PARCEL NO. . LANDS KNOWN AS

RIGHT OF WAL AGREDMENT

STATE OF GEORGIA COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS; That the undersigned Mrs. Paul N. Launius (hereinefter called Grantor whether one or more) for and in Consideration of One Dollar (\$1.00) cash in hand, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto (.. If OF MONROE, municipal corporation of the County of Walton and State of Georgia, its successors and assigns, (hereinafter called GRANTEE), a right of way and agreement for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing sower lines (with valves, regulators, manholes and appurtenant facilities), the Grantee to have the right to select the route, under, ucon, over, through and across the lands of Grantor, situated in the County of Walton, State of Georgia, described as follows: Bounded on the North by old Monroe and Atlanta Road (abandoned), City of Monroe Slaughter Pen, Carver Street, Monroe and Atlanta Road (abandoned), City of Monroe Slaughter Pen, Carver Street, Monroe Colored Housing Project, a gully, and Erastus Culbreath, on the East by a branch from the vicinity of Perry Street running South to U. S. Highway No. 78, on the South by U. S. Highway No. 78, on the West by H. B. Launius Sub-division, a meandering branch being the line, and Nathan Whitley. This description from a plat prepared by H. L. Dunahoo, Surveyor, September 8-9, 1960.

Frovided, however, that the right of way and easement hereunder shall not exceed

Provided, however, that the right of way and easement hereunder shall not exceed 30 feet in width.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, romove, change the size of, and replace one or more additional lines of pipe, for sewer purposes, approximately parallel with the first sewer line laid by Grantee hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across said lands and other lands of the Trantor to and from said right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endenger or interfere with the construction, operation, maintenance and repair of said sewer lines. The Grantee shall have the right to assign this in whole or in part.

TO HAVE AND TO HOLD said Right of way and easement unto said Grantee, its successors, and assigns, until such first sewer line be constructed and so long thereafter as a sewer line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Trantee agrees to pay for any damage to fences, improvements, growing crops and timber which may arise from laying, constructing, altering repairing, removing, changing the size of and replacing such sewer lines; and damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Any payment hereunder may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by depositing the same in Bank, at to the joint credit of Grantor, said bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of the said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said lends, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and certified copy thereof delivered to Grantee. thereof delivered to Grantee.

It is agreed that this grent covers all the agreements between the parties and no representation or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this lst day of July ,1965

Signed, sealed and delivered in the presence of: Mrs. Paul Launius

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 	(SEAL

Louise O. McKissick Notary Public, Walton Co., Ca.

Exception 14

Fellot Delical Imperties 2409 Echiciss Id. Valdosta, GA 31603 1940: Barbara Torlinsa GSCCCA.org - Image Index

Deed Doc: COVE

Deed Doc: COVE Rec#. 203301 Recorded 09/26/2012 12:49PM

KATHY K. TROST HB-3-3560 CLERK SUPERIOR COURT, WALTON COUNTY BE 03432 Pt 0159-0162

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560,662(b) (6)) - Page 1

WHEREAS, Monroe Family, LTD L.P., "Owner, or a predecessor in interest, received a loan from the United States of America, acting through the Rural Housing Service in Rural Development "Agency", U.S. Department of Agriculture which was evidenced by a promissory note or assumption agreement dated August 9, 1989, in the original amount of \$1,480,200.00 and secured by a certain Deed of Trust or Mortgage dated August 9, 1989, and recorded in the land records for the City of Monroe, County of Walton, Georgia, for the purpose of providing housing in accordance with Section 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and Title V of the Housing Act of 1949, as amended "Program"; and

- (1) Term. The period of the restriction will be for 20 years from the date this Restrictive Use Covenant was signed.
- (2) Use Requirement. The Owner, and any successors in interest, agree to use the Property in compliance with 42 U.S.C. § 1484 or § 1485, whichever is applicable, and 7 CFR part 3560, and any other applicable regulations and amendments, for the purpose of housing program eligible very low-, or moderate-income tenants.
- (3) Enforcement. The Agency and program eligible tenants or applicants may enforce these restrictions as long as the Agency has not terminated the Restrictive Use Agreement pursuant to paragraph 7 below.
- (4) Displacement Prohibition. The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy solely because any tenant or prospective tenant is the recipient of housing assistance from the Agency or any other Federal Agency.
- (5) Owner's Responsibilities. The Owner agrees to: set rents, other charges, and conditions of occupancy in a manner to meet the restrictions required in this Restrictive Use Covenant; post an Agency approved notice of these restrictions for the tenants of the Property; to adhere to applicable local, state, and Federal laws; and to obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.
- (6) Civil Rights Requirements. The Owner will comply with the provisions of any applicable Federal, State or local laws prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Fair Housing Act, Executive Order 11063, and all requirements imposed by or pursuant to the Agency regulations implementing these authorities, including, but not limited to, 7 CFR 3560.104.
- (7) Release of Obligation. The Owner will be released from these obligations before the termination period set in paragraph 1 only when the Agency determines that there is no longer a need for the housing or that HUD Section 8 Vouchers provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the Owner.
- (8) Violations; the Agency's Remedies. The parties further agree that upon any default under this covenant, the Agency may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against violation of this covenant or for such other equitable relief as may be appropriate, since the injury to the Agency arising from a violation under any of the terms of this covenant would be irreparable and the amount of damage would be difficult to ascertain.

db3432/174

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560.662(b) (6)) - Page 2

- (9) Covenants to Run with Land. The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this covenant. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property throughout the term. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, deliver and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions restrictions. The Agency hereby agrees that, upon the request of the Owner made on or after the term of this covenant, the Agency shall execute a recordable instrument approved the Agency for purposes of releasing this covenant of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.
- (10) Superiority. The document hereto constitutes a restrictive covenant that is filed of record, with all other Deeds of Trusts or Mortgages, and that notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.
- (11) Subsequent Modifications and Statutory Amendments. The Agency may implement modifications necessitated by any subsequent statutory amendment without the consent of any other party, including those having the right of enforcement, to require that any third-party obtain prior Agency approval for any enforcement action concerning preexisting or future violations of this covenant.
- (12) Other Agreements. The Owner represents and warrants that it has not an will not execute any other agreements with provisions contradictory or in opposition to the provisions of this covenant and that, in any event, the provisions of this covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other conflicting requirements.
- (13) Binding Effect. Upon conveyance of the Property during the term, the Owner shall require its successor or assignee to assume its obligations under this covenant. In any event, this covenant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.
- (14) Amendment. This covenant may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
- (15) Severability. Notwithstanding anything herein contained, if any one or more of the provisions of this covenant shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this covenant, but this covenant shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.
- (16) Headings. The headings and titles to the sections of this covenant are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions begon
- (17) Governing Law. This covenant shall be governed by all applicable Federal laws.

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560.662(b) (6)) - Page 3

IN WITNESS WHEREOF, the parties hereto have caused this Restrictive Use Covenant to be executed and made effective as of the date first above written.

OWNER: Monroe Family, LTD L.P., By: Mortgage Group South Corp.,

Date: 9/24/2012

By: Mary J. J. Johnson

Title: Provident

WITNESS/ATTEST:

Jordinan

Manual Ma

SEAL AFFIXED

EXPIRES

GEORGIA APR. 3, 2015

EXHIBIT A LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of Plaza Trace, and being more particularly described according to plat and survey entitled "Survey for Monroe Family Ltd." dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, surveyor No. 2115, and recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.

Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bound as follows: On the south by Plaza Trace; on the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the west by Lot One and Plaza Trace.

Subject, however, to all valid outstanding easements, rights of way, mineral leases, mineral reservation, and mineral conveyances of record.

Exception 15

Position 5 USDA-FmHA FILED IN OFFICE Form FmHA 427-1 GA RECORDED AUG - 9 1999 (Rev. 3-88) DEED TO SECURE DEBT FOR GEORGIA THIS DEED TO SECURE DEBT is made and entered into by the undersigned MONROE L.P., A GEORGIA LIMITED PARTNERSHIP CLERK OF SUPERIOR COURT WALTON COURTY, GA. LOWNDES residing in _ County, Georgia, whose post office address is P. O. BOX 2295, VALDOSTA , Georgia __31604 herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government": WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows: Annual Rate Due Date of Final Date of Instrument Principal Amount of Interest Installment AUGUST 9, 1989 \$1,480,200.00 9.00% AUGUST 9, 2039

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, and assign unto the Government, with general warranty, the following property situated in the State

of Georgia, County(ies) of ____WALTON

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of Plaza Trace, and

(CONTINUED) ON PAGE TWO"

FmHA 427-1 GA (Rev. 3-88)

being more particularly described according to plat and survey entitled "Survey for Monroe Family Ltd.", dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, Surveyor No. 2115, and recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.

Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bounded as follows: On the south by Plaza Trace; On the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the west by Lot One and Plaza Trace.

Subject, however, to all valid outstanding easements, rights-of-way, mineral leases, mineral reservations, and mineral conveyances of record.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dyrers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except:

NONE

AND COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government. ment, as collection agent for the holder.
- (2) To pay to the Gov Farmers Home Administration. To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest
- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Govern-

(CONTINUED)

To use the loan evidenced by the note solely for purposes authorized by the Government.

To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good andthusbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government/from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening on impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(10) To compty with an laws, ordinances, and regulations affecting the property.

(11), To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising isoling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the coverants and agreements contained herein or in any supplementary agreement are being performed.

enants and agreements contained nergin or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument, Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument; or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such

other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptey or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay teasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (c) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the navgent of (a) costs and avenues.

herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property. (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of the property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) Borrower further agrees that the lonn(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly crodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration at Athens, Georgia 30610, and in the case of Borrower to Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

- istration Finance Office records (which normally will be the same as the post office address shown in the Farmers Home Admin(24) Upon Default by Borrower as aforesaid, the Government, its agents and its assigns may, with or without taking
 possession of the property, foreclose this deed by selling the property as a whole or in purcels at public sale (which need not
 be on a legal sales day) before the courthouse door in the county where the property lies to the highest bidder for cash, after
 advertising the time, place, and terms of such sale once a week for four weeks immediately preceding such sale (but without
 regard to the number of days) in a newspaper in which the Sheriff's advertisements for such county are published, and if the
 land lies in more than one county, in a newspaper in which the Sheriff's advertisement for any one of such counties are
 published, all other notice being liereby waived by Borrower, and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of the premises in fee simple, which conveyance shall contain recitals as to the
 happening of the default upon which the execution of the power of sale herein granted depends, and Borrower hereby constitutes and appoints the Government the agent and attorney-in-fact of Borrower to make such recitals, and hereby covenants
 and agrees that the recitals so made by the Government, or assigns, shall be binding and conclusive upon Borrower, and that
 the conveyance thereby made by the Government, or assigns, shall be binding and conclusive upon Borrower and effectual
 to bar all equity of redemption of Borrower in and to the premises; the power and agency hereby granted are coupled with an
 interest and are irrevocable by death or otherwise.

 (25) This instrument is a deed and absolute conveyance passing title pursuant to the laws of the State of Governine
- (25) This instrument is a deed and absolute conveyance passing title pursuant to the laws of the State of Georgia governing loan or security deeds and is not a mortgage.
- (26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

SEE ADDITIONAL PROVISIONS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, Borrower has hereunto	set Borrower's hand(s) and seal(s) this 9TH day
ofAUGUST	
Signed Scaled, and Melivered in the presence of: Contain Management of the Contained of th	MONROE FAMILY, LTD., L.P., A Georgia Limited Partnership BY: MORTGACE GROUP SOUTH CORPORATION, Only, General Partner BY: Mary MARY P GOHNSON, President ATTEST: JAMES R. DEWAR, JR., Secretary ministration (CONTINUE OF 1991)

EXHIBIT "A"

ADDITIONAL PROVISIONS CONTINUED:

- (27) The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.
- (28) This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of July 21, 1989, which is hereby incorporated herein by reference.
- (29) The Borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in section 515 of Title V of the Housing Act of 1949 and FmHA regulations then extant during this 20 year period beginning August 9, 1989. No person occupying the housing shall be required to vacate prior to the close of such 20 year period because of early repayment. The borrower understands that should an unsubsidized project be converted to subsidized within 15 years from the date the last loan on the project is closed, that the period will be increased by 5 years. The borrower will be released during such period from these obligations only when the Government determines that there is no longer a need for such housing or that Federal or other financial assistance provided to the residents of such housing will no longer be provided. A tenant may seek enforcement of this provision as well as the Government.

Monroe Family, Ltd., L. P., A Georgia Limital Partnership
By: Mortgage Group South Corporation, Only General Partner
BY: Mary T. Johnson, President

ATTEST MW LMM
James R. Dewar, Jr., Secretary

Ì



To:

Planning and Zoning / City Council

From:

Patrick Kelley

Department:

Planning, Zoning, Code and Development

Date:

08-16-19

Description:

Rezone request for 143 Plaza Trace from Professional to R2 Multifamily

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation:

NA

Budget Available:

NA

Requested Expense:

\$NA

Company of Purchase: NA

Since 182

Recommendation: Approval

Background: This property is an apartment complex which is currently and existing non-conforming use in professional zoning. The applicant wishes to have the property rezoned to match the use pursuant to funding for renovations and upgrades or refinancing.

Attachment(s):



City of Monroe 215 N. Broad Street

Monroe, GA 30655 (770)207-4674

Plan NO.: **ZONE-0000**2

185

Plan Type: Rezone Work Classification: Map Amendment

Plan Status: In Review

Apply Date: 08/07/2019

Expiration:

			AND THE PROPERTY OF THE PROPER
Location Address			
143 PLAZA TRCE, MONROE, GA 30655	. 2		
Contacts			
Monroe Family LTD P.O. BOX 2285, Valdosta, GA 31604	Applicant		
Description: REQUEST FOR REZONE FROM P TO R2 - P&Z N COUNCIL MTG 10/8/19 @ 6:00 PM 215 N BROAD ST	ЛТG 9/17/19 @ 5:30 PM -		.00
FeesAmountMultifamily Rezone or Variance Fee\$300.00Total:\$300.00	Payments Total Fees Credit Card Amount Due:	Amt Paid \$300.00 \$300.00 \$0.00	
<u>Condition Name</u> <u>Description</u>		Comments	
pleblie adbensi		Assessed 6	7 2010
Issued By:		August C	
Vy H elg		AVG. 7	
Plan_Signature_1		Dat	e

Plan_Signature_2

Date

REZONE APPLICATION FORM

PEK	UMII N	UMBER
	I.	LOCATION #3- PLAZA TRACE
		COUNCIL DISTRICT 3 & 7
		MAPNUMBER NM 06 C A
		PARCEL NUMBER
	II.	PRESENT ZONING P - REQUESTED ZONING R-2 MILIT - FAMILY
	III.	PRESENT ZONING P REQUESTED ZONING R-2 MILIT - FAMILY ACREAGE 1.84 PROPOSED USE EXISTED MULTIT FAMILY
	IV.	OWNER OF RECORD MANNE FAMILY LTD ADDRESS 3/4 N. PATERSON ST. VYLOSSY M. 3/60)
	PHON	E NUMBER 229-242-7759
The	follow	ing information must be supplied by the applicant. (attach additional pages if needed)
	V.	ANALYSIS:
	1.	A description of all existing uses and zoning of nearby property 5 LOTS, #'S 17, 18, 19, 20, 21 DEALUTY ACRES FROM SVAJECT PROPERTY ANE CARGINY ZONES R-2. THERE ARE 3 M/F MOPENTES WITHEN 14 MILE OF SVAJECT
	2.	Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification
	3.	The existing value of the property contained in the petition for rezoning under the existing zoning classification 498,900 PER 2018 ADVALOREM THE NOTTHE, WASTON COUNTY - SEE ATTREED
	4. Th	e value of the property contained in the application for rezoning under the proposed zoning Classification
	5. A	description of the suitability of the subject property under the existing zoning classification Extend MULTE FAMILY FRANKY SINE 1989
		description of the suitability of the subject property under the proposed zoning classification of property Exercise Marie Marie Marie Marie 1989

Rezoning Application	1
Page Two (2)	

7.	A description of any existing use of property including a description of all structures presently occupying the property Existrate 48 unto moving Planting
8.	The length of time the property has been vacant or unused as currently zoned
9.	A detailed description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning classification

Applications found to be incomplete or incorrect will be rejected. See the attached calendar for deadline dates. It is the responsibility of the applicant and not the staff to ensure that a complete and accurate application is submitted.

LEGAL DESCRIPTION OF PROPERTY

SER ATTACHEO.

Rezoning Application Page Three (3)
Wherefore, applicant prays that the procedures incident to the presentation of this petition be taken, and the property be rezoned accordingly.
Owner of property (signature) Mary 1 Allows Address 314 N. Patterson St. Valdosta, G.A. 31601 Phone Number 229-316-2232
Attorney/Agent (signature) Address Phone Number
Personally appeared before me the above applicant named Mary T. Johnson who on oath says that he/he is the General Partner of the LP. for the foregoing, and that all the above statements are true to the best of his/her knowledge.
My Commission Expires Guly 28, 2000 15 2020 (Date)
PURLIC STATE

Rezoning Application Page Four (4)	
What method of sewage disposal is planned for the subject pr	operty?
ExistiveSanitary Sewer	Septic Tank
The following information must be included in the application change from to located at	n material requesting an annexation or zoning 7 THALE, containing 1.8 acre(s), filed on 8-7-19.
CHECK LIST - APPLICATION	ON MATERIAL
Application Fee (\$100.00 Application Fee Single Family (\$300.00 Application Fee Multi Family (\$200.00 Application Fee Commercial R (Application fee For Annexation is the	Rezoning)
The completed application form (one original with origin Special Conditions made part of the rezoning/annexation Legal Description Survey plat of property showing bearings and distances a abutting property owners the zoning of abutting property the current zoning of the subject property Development Plan (two full size and Site plan of the property at an appropriate scale the proposed use internal circulation and parking (proposed number landscaping minimum square footage of landscaping grading lighting drainage (storm water retention structures) amenities (location of amenities) buildings (maximum gross square footage and he buffers Additional information that may be required by the	eight of structures)
Monroe Utilities Network Availability Letter Application Material-Section 1421.4 of the Zoning Ordinance the site plan:	e outlines the specific items to be included on
Rezoning Application	

Page five (5)	
	ation for P, B-1, B-2, B-3 or M-l districts the site plan (circle the appropriate district applied for)
the the the the	e maximum gross square footage of building area e maximum lot coverage of building area e minimum square footage of landscaped area e maximum height of any structure e minimum square footage of parking and drive areas e proposed number of parking spaces
appropriate dis the the the the the on for	ation for the R-1, R-1A, R-2 or MH districts the site plan shall additionally identify: (circle the trict applied for) e maximum number of residential dwelling units e minimum square footage of heated floor area for any residential dwelling unit e maximum height of any structure e minimum square footage of landscaped area e maximum lot coverage of building area e proposed number of parking spaces all rezoning applications a revised site plan to be approved at a later date by the Mayor and City Council may be required yesno Applicant site plan indicates a variance requested r any application for multi-family residential uses, the site plan shall also identify the eximum height of any structure, location of amenities, and buffer areas: and, y other information as may be reasonably required by the Code Enforcement Officer.
the required sit	requesting consideration of a variance to any provision of the zoning ordinance as shown on the plan shall identify the variance(s) and identify for each variance shown the following mich shall confirm that the following condition(s) exist:
pe tha 2. Ar de	ny information which identifies that there are extraordinary and exceptional conditions rtaining to the particular piece of property in question because of its size, shape or topography at are not applicable to other lands or structures in the same district. ny information whereby a literal interpretation of the provisions of this Ordinance would prive the applicant of rights commonly enjoyed by other properties of the district in which the
3. Ar	operty is located. ny information supporting that granting the variance requested will not confer upon the operty of the applicant any special privileges that are denied to other properties of the district which the applicant's property is located.
int	formation clearly showing that the requested variance will be in harmony with the purpose and tent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.
6. A	formation that the special circumstances are not the result of the actions of the applicant. description of how the variance requested is the minimum variance that will make possible the
7. Int	gal use of the land, building, or structure in the use district proposed. formation indicating the variance is not a request to permit a use of land, buildings, or ructures, which are not permitted by right in the district involved.
Rezoning App	lication

Page six (6)	
COMMENTS	
	0
	,
	3
	a.
Disclosure of Campaign Contributions and/or gifts:	
Each applicant has the duty of filing a disclosure report with the City if a conhundred and fifty dollars (\$250.00) or more has been given to an official of the last two (2) years. The filing shall be within ten (10) days after the application a supporter or opponent, filing shall be at least five (5) days before the first property of the property of the first property of	ne City of Monroe within the n is made, and in the case of
I hereby withdraw the above application: Signature:	Date:

NOTICE TO THE PUBLIC CITY OF MONROE

A petition has been filed with the
City of Monroe requesting the
property at 123 Plaza Trace to
be rezoned from P to R2
A public hearing will be held before
the Monroe Planning and Zoning
Commission at City Hall Auditorium at
215 N. Broad Street on September 17, 2019
at 5:30 P.M. All those having an
interest should be present to voice
their interest.

A petition has been filed with the
City of Monroe requesting the
property at 123 Plaza Trace to
be rezoned from P to R2
A public hearing will be held before
The Mayor and City Council
at the City Hall Auditorium at
215 N. Broad Street on October 8, 2019
at 6:00 P.M. All those having an
interest should be present to voice
their interest.

PLEASE RUN ON THE FOLLOWING DATE:

September 1, 2019

CODE DEPARTMENT

August 2, 2019

Randy Crosby TISHCO Development Inc 314 North Patterson St Valdosta, GA 31601

RE: Country Grove LLC, 686 Plaza Trace, map & parcel NM06C11 & NM06C12, Monroe GA 30655, Zoning Verification

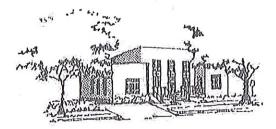
Dear Mr. Crosby,

Per your request for a Zoning Verification for the properties at map and parcels NM06C11 and NM06C12, both of the parcels mentioned are zoned "P" for professional and the use of apartments on these parcels are an existing non-conforming use.

If we can be of further assistance, please contact me.

Sincerely,

Debbie Adkinson Code Department Assistant



CITY OF MONROE

Post Office Box 1249 Monroe, Georgia 30655 (404) 267-7536

Ralph B. Taylor, Jr., Mayor • Rosemary B. Mathews, Vice Mayor

May 27, 1987

Mrs. Tish Johnson General Partner Monroe Family, LTD. P.O. Box 2295 Valdosta, Georgia 31604

Re: Monroe Family, Ltd.

Dear Mrs. Johnson:

The property located in Monroe West Business Park, Phase B, is zoned professional - multi-family. Construction of multi-family apartments is allowed in this area. The zoning restrictions that will apply to your suggested development are:

Number of units per acre - 13 per acre
 Set Backs - 25' from r/w
 Etcetera - min. floor area 600 sq. ft.

Sincerely, Wary M. Clardon

Harvey McClendon Code Officer

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

RETURN SERVICE REQUESTED

If paying by check or money order, please include your tax bill number.

ըվթիկումիալիկիկինիկինիկինիայիիալ 24957PT MONROE FAMILY LTD

PO BOX 1767 VALDOSTA

GA 31603-1767

38299

BILL NUMB. 2018 24957 ACCT NUMB. 499140 010

MONROE FAMILY LTD TAXPAYER

MAP NUMBER NMO6C 11 LEGAL DESC #11&PT#10 MONROE WEST 1.8

LOCATION 143 PLAZA TRACE CURRENT YEAR TAXES 7,859.08

PAY THIS AMOUNT---->7,859.08 ON OR BEFORE NOVEMBER 15, 2018

RECEIVED AUG 2 0 2018

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

2018 CO.PT. 24957

Please return this portion of your bill with your payment in the enclosed envelope

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPT	ION	MA	P/PARCEL	FAIR MARKET VALUE
2018 024957	499140 010 1		ROE WEST 1.8	NM06C	11	498,900
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX CITY BOND	199560 199560 199560 199560 199560		199560 199560 199560 199560 199560	.0109050 .0186000 .0026000 .0052980 .0019790	478.94 813.21	2,176.20 3,711.82 518.86 1,057.27 394.93

TOTAL SCHOOL TAXES TOTAL COUNTY TAXES 4,230.68 2,176.20 TOTAL CITY TAXES 1,452.20

TOTAL TAX DUE

7,859.08

MONROE FAMILY LTD PO BOX 1767 VALDOSTA

GA 31603-1767

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018 YOUR CANCELLED CHECK IS YOUR RECEIPT

CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

MONROE, GA. 30655

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company. We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/0/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the County Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352 If you feel that your property has been assigned too high a value for tax purposes by the board of Tax Assessors, you should file a tax return reducing the value not later than 4/01/2019 in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at 103 S. HAMMOND DRIVE

LOCAL OPTION SALES TAX CREDIT:

The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer:

22.678

6.475

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

RETURN SERVICE REQUESTED

If paying by check or money order, please include your tax bill number.

բբվիայիսիվովիոկիիթորգինեններիեւերվիի 24958PT

MONROE FAMILY LTD PO BOX 1767 VALDOSTA

GA 31603-1767

38300

BILL NUMB. 2018 24958 ACCT NUMB. 499160 010

MONROE FAMILY LTD TAXPAYER

MAP NUMBER NM06C 12 LEGAL DESC MONROE WEST 2.94AC LOCATION 123 PLAZA TRACE CURRENT YEAR TAXES 8,4 8,427.75

PAY THIS AMOUNT ---->8,427.75 ON OR BEFORE NOVEMBER 15, 2018

RECEIVED AUG 2 0 2018

WALTON CO. TAX COMM. 303 S. HAMMOND DRIVE SUITE 100

MONROE, GA. 30655

2018 CO.PT.

please return this portion of your bill with your payment in the enclosed envelope

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

YEAR BILL NUM	ACCOUNT NUMBER DI	LOCATION/DESCRIPT	TON	MA	P/PARCEL	FAIR MARKET VALUE
2018 024958	499160 010 1	MONROE WEST 2	.94AC	NM06C	12	535,000
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY SCHOOL SCH BOND CITY TAX	214000 214000 214000 214000		214000 214000 214000 214000	.0109050 .0186000 .0026000	513.60 872.05	2,333.67 3,980.40 556.40 1,133.77
CITY BOND	214000		214000	.0019790		423.51

TOTAL SCHOOL TAXES TOTAL COUNTY TAXES TOTAL CITY TAXES 4,536.80 2,333.67 1,557.28

TOTAL TAX DUE

MONROE FAMILY LTD PO BOX 1767

VALDOSTA

GA 31603-1767

PAYMENT MUST BE MADE ON OR BEFORE NOVEMBER 15, 2018 YOUR CANCELLED CHECK IS YOUR RECEIPT

CREDITS ARE LISTED FOR INFORMATION PURPOSES ONLY WALTON CO. TAX COMM.
ORE 303 S. HAMMOND DRIVE SUITE 100 MONROE, GA. 30655

This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company. We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



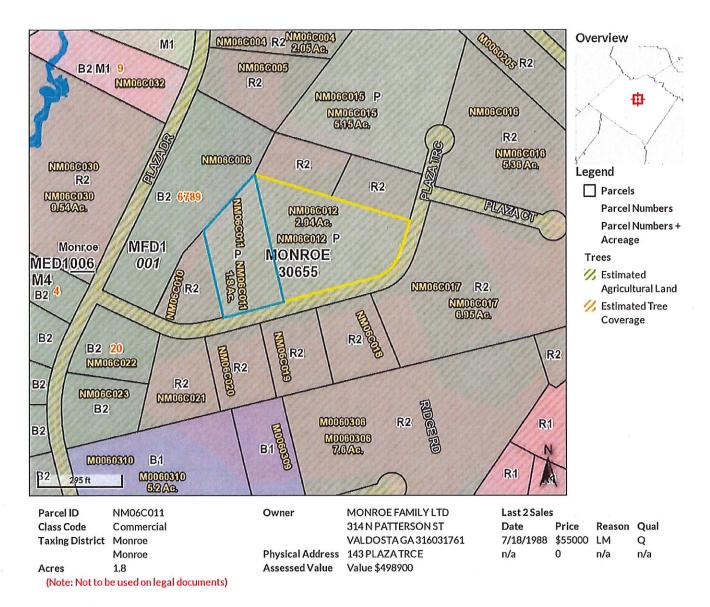
8,427.75

------PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL------Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of the exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than 4/01/2019 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the Country Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352 in order to have an opportunity to have this value lowered for each year's taxes. Information on filing a return can be obtained from the Country Tax Office at 303 S. HAMMOND DRIVE (770) 267-1352

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax
Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received.
The law now requires the following additional information to be provided to each taxpayer:

22.678

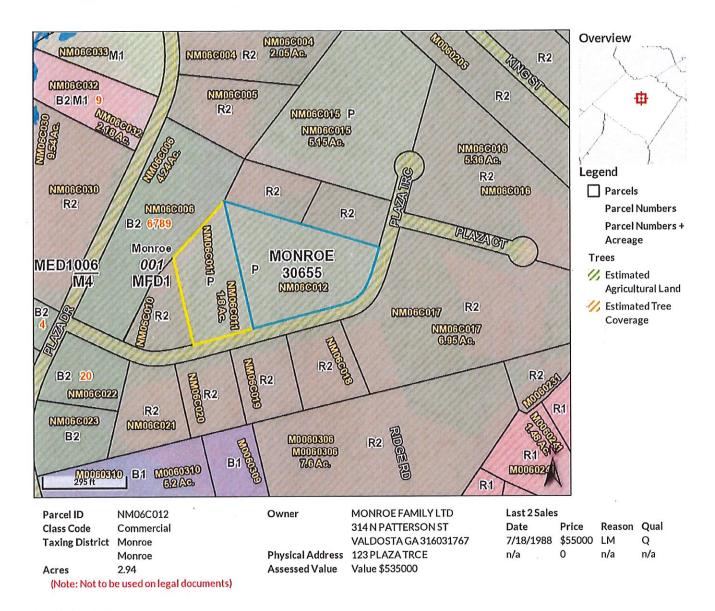
QPublic.net™ Walton County, GA



Date created: 8/2/2019 Last Data Uploaded: 8/2/2019 8:10:35 AM



qPublic.net™ Walton County, GA



Date created: 8/2/2019 Last Data Uploaded: 8/2/2019 8:10:35 AM



Tax Information

Parcia 11

11/05/2018

2010	Property	Tron Ct.	Jamant
2010	KIOBCILV	10% 316	atement.

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

MONROE FAMILY LTD P O BOX 1767

VALDOSTA, GA 316031761

RETURN THIS PORTION WITH PAYMENT (Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2018-24957	11/15/2018	\$0.00	\$7859.08	\$0.00	Paid 11/05/2018

Map: NM06C-00000-011-000 Location: 143 PLAZA TRACE Account No: 499140 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.



Tax Payer: MONROE FAMILY LTD Map Code: NM06C-00000-011-000

Description: #11&PT#10 MONROE WEST 1.8

Location: 143 PLAZA TRACE Bill No: 2018-24957

Paid Date

Building \	/alue Lan	d Value	Acres	Fair Market	Value	Due D	ate	Billir	g Date	Payment Good through	Exemptions
0.00	(0.00	0.0000	\$498,900	.00	11/15/2	018	08/0	8/2018		7
Entity	Adjusted FMV		et sment	Exemptions		able lue	Mill: Ra		Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$199	,560.00	\$0.00	\$199	,560.00	0	.002	\$394.9	3 \$0.00	\$394.93
CITY TAX	\$0.00	\$199	,560.00	\$0.00	\$199	,560.00	0	.005	\$1,870.4	8 -\$813.21	\$1,057.27
COUNTY	\$0.00	\$199	,560.00	\$0.00	\$199	,560.00	0	.011	\$2,655.1	4 -\$478.94	\$2,176.20
SCH BOND	\$0.00	\$199	,560.00	\$0.00	\$199	,560.00	0	.003	\$518.8	6 \$0.00	\$518.86
SCHOOL	\$0.00	\$199	,560.00	\$0.00	\$199	,560.00	0	.019	\$3,711.8	2 \$0.00	\$3,711.82
TOTALS							0.	.039	\$9,151.2	3 -\$1,292.15	\$7,859.08
State law requires all tax bills to be mailed to the owner of record on January 1st. If property has been sold, please contact our office. \$7.859.08											
This bill is n	ont cont to yo	ur mortas	ido comp	any. If you have	an accros	IAT			discount		\$7,859.08 \$0.00
account, ple	ease forward	a copy of	this bill t	to your mortgage					enalty		\$0.00
	ge you to pay scountypay.c		or on our	website at				I	nterest		\$0.00
www.watco	icountypay.c	om.						C	ther Fees		\$0.00
Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition, certain elderly persons are entitled to Rock Taxos.							ments	\$7,859.08			
				iy persons are en ions must be file				-	ack Taxes		\$0.00
1st.					, , ,			7	otal Du	e	\$0.00

2018 Prope	y Tax S	tatement
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Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416

MONROE FAMILY LTD P O BOX 1767

VALDOSTA, GA 316031767

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

For eligibility requirements regarding exemptions or questions about your value, contact the Tax Assessors office at 770-267-1352.

Current Prior Back Bill No. Due Date *Total Due* Due **Payment** Taxes Paid 2018-24958 11/15/2018 \$0.00 \$8427.75 \$0.00 11/05/2018

Map: NM06C-00000-012-000 Location: 123 PLAZA TRACE Account No: 499160 010

The Tax Commissioner is the tax collector and is not responsible for values nor for rates. If you feel the assessed fair market value of your property is incorrect, please contact the Tax Assessors office at 770-267-1352.

Payments made after the due date are subject to interest and penalties governed by Georgia Code. State law requires all tax bills to be mailed to owner of record on January 1st. If property has been sold, please contact our office.

Tax Commissioner 303 South Hammond Drive STE 100 Walton County Government Building Monroe, Georgia 30655

Ph: 770-266-1736, Fax: 770-267-1416



Tax Payor: MONROE FAMILY LTD Map Code: NM06C-00000-012-000 Description: MONROE WEST 2.94AC Location: 123 PLAZA TRACE Bill No: 2018-24958

Paid Date

11/05/2018

Building V	alue Land	l Value	Acres	Fair Ma	rket Value	Due D	ate	Billin	g Date	Payment Good through	Exemptions
0.00	0	.00	0.0000	\$535,	00.00	11/15/2	018	08/08	8/2018		
Entity	Adjusted FMV	Ne Assess		Exemptio	ne	xable alue	Milla Rat		Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$214	,000.00	\$	0.00 \$21	4,000.00	0.	.002	\$423.5	1 \$0.00	\$423.51
CITY TAX	\$0.00	\$214	,000.00	\$	0.00 \$21	4,000.00	0.	.005	\$2,005.8	2 -\$872.05	\$1,133.77
COUNTY	\$0.00	\$214	,000.00	\$	0,00 \$21	4,000.00	0.	011	\$2,847.2	7 -\$513,60	\$2,333.67
SCH BOND	\$0.00	\$214	,000.00	\$1	0.00 \$21	4,000.00	0.	003	\$556.4	0 \$0.00	\$556.40
SCHOOL	\$0.00	\$214	,000.00	\$1	0.00 \$21	4,000.00	0.	019	\$3,980.4	0 \$0.00	\$3,980.40
TOTALS							0.0	039	\$9,813.4	0 -\$1,385.65	\$8,427.75
State law requires all tax bills to be mailed to the owner of record on January 1st. If property has been sold, please contact our office.											
									urrent Due		\$8,427.75
This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy of this bill to your mortgage company. Penalty							\$0.00				
We encoura	ge you to pay	by mail o	this bill t	website at	jage compa	ny.			enalty		\$0.00
	countypay.co								iterest		\$0.00
Cortain para	one ere eligib	olo fam ao	etain ham	antond aver	antiana fra-			70	ther Fees revious Pay		\$0.00
Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition, certain elderly persons are entitled to								B	\$8,427.75		
additional he	omestead exe								\$0.00		
1st.								.1	otal Du	e	\$0.00

Start Over (/start.html)

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ONLINE PAYMENTS - PROPERTY TAXES

PROPERTY TAX SEARCH RESULTS

Back taxes must be paid with selected bill(s), so all older bills with a balance due will be automatically added to the cart. Click on a Bill # to view the bill.

Year	BIII #	Deed Name	Property Address	Map Code	Due Date	Prior Payment	Amount Due	Add to Carl	
2018	0000024957 (/pay_bill.hlml? bill_id=335897D322198094G4120349219Q0)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2018	\$7,859.08	\$0.00	Paid 11/05/2018	
2018	0000024958 (/pay_bill hlml? bill_id=8467702DG7Q661972803039160248)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2018	\$8,427.75	\$0.00	Paid 11/05/2018	
2017	0000024953 (/pay_bill.html? bill_ld=22DG41765532523047P04128544)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2017	\$7,595.53	\$0.00	Paid 11/06/2017	
2017	0000024954 (/pay_blll.html? blll_id=79425078D6G0125002495943P764)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2017	\$8,044.29	\$0.00	Paid 11/06/2017	
2016	0000024651 (/pay_bill.html? bill_id=9157552D373846G84028767673Q20)	MONROE FAMILY LTD	143 PLAZA TRACE	NM06C- 00000- 011-000	11/15/2016	\$7,843.03	\$0.00	Paid 11/08/2016	
2016	0000024652 (/pay_bill.html? bill_id=631314D98717G9890198359P1408)	MONROE FAMILY LTD	123 PLAZA TRACE	NM06C- 00000- 012-000	11/15/2016	\$8,306.42	\$0,00	Paid 11/08/2016	
	Parulle are limited to first 100 cases	MONROE	143	NM06C-			100		•

Results are limited to first 100 records. If your record is not found, go back and try a more specific search.

Back to Search V

View Cart (0)

Walton County, Georgia



Mr. Derry M. Boyd
Tax Commissioner
Tax Quesilons
(maillo:WCTC@co.wallon.ga.us?
Subject=Wallon County lax
quesilon)

Physical Address 303 S.Hammond Dr. Suite 100 Monroe, GA 30655 View Map (https://goo.gl/maps/ibziyqq1S8P2)

> Fax 770-267-1416

Phone Tag: 770-267-1335 Tax: 770-266-1736

Office Hours 8:30-5:00 Mon-Fri

* = Raquired



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Vesting Deeds

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Records.

STATE OF GEORGIA, County of WALTON
THIS INDENTURE, Made this 18th day of July in the
Year of Our Lord One Thousand Nine Hundred and Eighty Eight. between
PHIJTT, INC.
of the State of Georgia and County of Walton of the first part, and MONROE FAMILY, LTD., a Georgia limited partnership
of the State of Georgia and County of Lowndes of the second part.
WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of Other Valuable Consideration and Ten(\$10.00) Dollars,
in hand paid, at and before the sealing and delivery of these presents, the receipt of which is
hereby acknowledged, has. granted, bargained, sold and conveyed, and by these presents
do.es_ grant, bargain, sell and convey unto the said partY of the second part,its
All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of plat and survey entitled, "Survey for Monroe Family Ltd.", dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, Surveyor No. 2115, recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.
Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bounded as follows: On the south by Plaza Trace; On the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the east by Lot One and Plaza Trace.
This is part of the same property conveyed to PHIJTT, INC. by deeds dated July 22, 1985, and recorded in Deed Book 212, pages 243-248, Walton County

JUL 1 8 1988

FILED J. 35000

RECORDED III. 1.9.1988...
BOOK A. PAGE...
KATHY K. KEESEE
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA

WALTON COUNTY, GEORGIA REAL ESTATE JIMASFER JAX PAID 0 JUL 18 1988

CLERK OF SUPERIOR COURT

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 apportaining, to the only proper use, benefit and behoof of the said part.Y.______ of the second part, __its_successors being and assigns, forever, in Fee Simple.

AND THE SAID part y of the first part, for heirs and assigns shows, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said part y of the second part, its heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part ha be liereunth set its hand and semporate the day and year above written.

Signed, sealed and delivered in presence of:

Notary Public Many worse

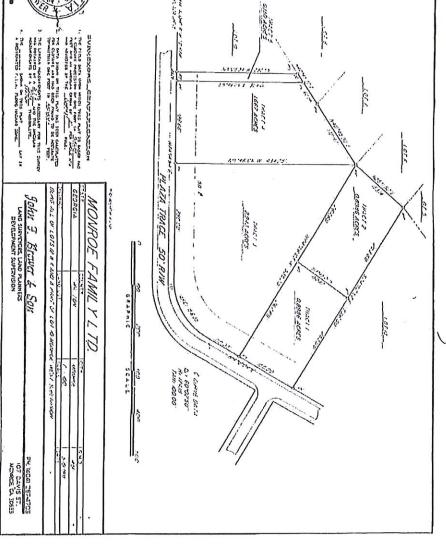
PHIJTT, INC.

ATTEST: Zanku. Mtalulfapi)

Notary Public, Walton County, Georgia My Commission Expires Maych 5, 1991 Executed on

WARRANTY DEED (Long Form) FROM	GEORGIA, County of Clerk's Office, Superior Court Filed for Record at o'clock M. Recorded in Deed Book Folio	
2.5 W 3.0 C 3.5 C		

Exception 11



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Exception 12

RIGHT OF WAY AGRESCHALT

STATE OF GEORGIA COUNTY OF WALTON

KNOW ALL MEN BY THESE (REWEITE; That the undoratgoed_ Mrs. Paul N. Launius (hereinafter called Granter whether one or more), for and in Consideration of One Dollar (\$1.00) ----- cash in hand, receipt of which to heraby acknowledged, does heraby grant, bargain, soll and convey unto CITY OF MONROK, municipal corporation of the County of Walton and State of Goorgie, its successors and assigns, (hereinafter called ORANTEE), a right of way and agreement for the purpose of laying, constructing, maintaining, operating, repairing, altering, roplacing and removing sewer lines (with valves, regulators, manholes and appartenant facilities), the Grantes to have the right to select the route, under, upon, over, through and across the lands of Grantor, situated in the County of Walter, State of Carrita, described as follows:

Bounded on the North by old Monroe and Atlanta Road (abandoned), City of Monroe Slaughter Pen, Carver Street, Monroe Colored Housing Project, a gully, and Erastus Culbreath, on the East by a branch from the vicinity of Perry Street running South to U. S. Highway No. 78, on the South by U. S. Highway No. 78, on the West by H. B. Launius Sub-division, a meandering branch being the line, and Nathan Whitley. This description from a plat prepared by H. L. Dunahoo, Surveyor, September 849, 1960.

Provided, however, that the right of way and essement hereunder shall not exceed feet in width.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe, for sever purposes, approximately parallel with two first sever line laid by Grantee hereunder.

sever line loid by Grantee hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the seme to, the free and full right of ingress and egrees over and across said lands and other lands of the "ranter to and from said right of way and essement, and the right from time to time to cut all trees, undergrowth and other obstructions that say injure, et danger or interfere with the construction, operation, maintenance and regain of said sawer lines. The Grantee shall have the right to assign this in whole or in fart.

TO "ANU: AND TO HOLD said Right of way and essement unto said Grantee, its successors, and assigns, until such first sower line be constructed and so long thereafter us a sewer line is maintained thereon; and the undersigned hereby bind thouselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomseever lawfully claiming or to claim the same or any part thereof.

against every person whomsever lawfully claiming or to claim the same or any part thereof.

The Transport agrees to pay for any damage to fonces, improvements, growing crops and timber which may arise from laying, constructing, altering, repairing, removing, changing the size of and replacing much sewer lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, he irs or easigns; one by the Granton, its nucessors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of thom, shall be final and conclusive.

Any payment are under muy be made direct to the Grantor, or, at the option of Granton, such payment may be made by derivating the same in hank, at the dipository for much purpose, irrespective of any ruture change in the concranity of the lands hereinabove described Should there be any change in the concranity of the lands hereinabove described Should there be any change in the ownership of the said lands, then such daposit may be made in the aforesaid depository to the credit of the said lands, then such daposit may be made in the aforesaid depository to the credit of these acquiring said lands, but no change in ownership of said lands shall be binding upon Granton until the municent of title by which such change becomes circuity has been placed of record in the County wherein such lands are located and certified copy thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no

It is agreed that this grant covers all the agreements between the parties and no representation or statements, vertal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Granter herein has expected this conveyance this, 28th day of June 19 63

Signed, soaled and deliv	ored in the presence	of:
Andrew Banks	•	Mrs. Paul Launius (SEAL)
H. G. Adams		(SEAL)
Notary Public, Walton	Co., Ga.	

Recorded: June 28, 1963 Rome Lou benetar, Clark The second

Exception 13

db 58/82

PARCEL NO. ; LANDS SOIGHN AS

DIGHT OF WAL AGRICULTUTE

STATE OF GEORGIA COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS; That the undersigned Mrs., Paul N. Launius (hereinefter called Grantor whether one or more) for and in Consideration of One Dollar (\$1.00) eash in hand, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto (.. F) OF MONROE, municipal corporation of the County of Walton and State of Usongia, its successors and assigns, (hereinafter called GRANTEE), a right of way and agreement for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing sower lines (with valves, regulators, manholes and appurtenant facilities), the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantor, situated in the County of Walton, State of Georgia, described as follows: Bounded on the North by old Monroe and Atlanta Road (abandoned), Gity of Monroe Slaughter Pen, Carver Street, Monroe Colored Housing Project, a gully, and Erastus Culbreath, on the East by a branch from the vicinity of Perry Street running South to U. S. Highway No. 78, on the South by U. S. Highway No. 78, on the West by H. B. Launius Sub-division, a meandering branch being the line, and Nathan Whitley. This description from a plat prepared by H. L. Dunahoo, Surveyor, September 8-9, 1960.

Provided, however, that the right of way and easement herounder shall not exceed 30 feet in width,
there is included in this grant the right, from time to time, to lay, construct, maintein, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe, for sewer purposes, approximately parallel with the first sewer line laid by Grantee herounder.

sewer line laid by Grantoe hereunder.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the seme to, the free and full right of ingress and egress over and across said lands and other lands of the 'rantor to and from said right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions tant may injure, endenger or interfere with the construction, operation, maintenance and repair of said sewer lines. The Grantee shall have the right to assign this in whole or in fart.

TO HAVE AND TO HOLD said Right of way and easement unto said Grantee, its successors, and assigns, until such first sewer line be constructed and so long thereofter as a sewer line is maintained thereon; and the undersigned hereby bind themselves, their holrs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomseever lawfully claiming or to claim the same or any part thereof.

against every person whomsoever lawfully claiming or to claim the same or any part thoroof.

The transee agrees to pay for any damage to fencea, improvements, growing crops and timber which may arise from laying, constructing, altering repairing, removing, changing the size of and replacing such sower lines; and damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantoe, its successors or assigns; and the third by the two persons aforeatid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Any payment hereundar may be made direct to the Grantor, or, at the option of Grantee, such payment may be made by deponiting the same in Bank, at to the joint credit of Grantor, said bank, and its successors, being hereby designated as the deponitory for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of the said lands, then such deposit may be made in the aforesaid depository to the credit of those acquiring said lends, but no change in ownership of anid lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and certified copy thereof dolivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no

It is agreed that this grent covers all the agreements between the parties and no representation or statements, verbel or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this lst day of July 1965.

Signed, sealed and delivered in the presence of:

Mra.	Paul	Launius	(SEAL)
		7	,
			(SEAL)

Louise O. McKissick Notary Public, Walton Co., Ca.

Exception 14

Dewar Properties 2409 Beniss id. Valdosm, GA 316031 19141: Barbane Tollinsa GSCCCA.org - Image Index

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Recorded 09/26/2012 12:49PM

HB-3-3560 KATHY K. TROST CLERK SUPERIOR COURT, WALTON COUNTY nr 03432 - Pr 0159-0162

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560,662(b) (6)) - Page 1

WHEREAS, Monroe Family, LTD L.P., "Owner, or a predecessor in interest, received a loan from the United States of America, acting through the Rural Housing Service in Rural Development "Agency", U.S. Department of Agriculture which was evidenced by a promissory note or assumption agreement dated August 9, 1989, in the original amount of \$1,480,200.00 and secured by a certain Deed of Trust or Mortgage dated August 9, 1989, and recorded in the land records for the City of Monroe, County of Whiton, Georgia, for the purpose of providing housing in accordance with Section 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and Title V of the Housing Act of 1949, as amended "Program"; and

(1) Term. The period of the restriction will be for 20 years from the date this Restrictive Use Covenant was signed.

(2) Use Requirement. The Owner, and any successors in interest, agree to use the Property in compliance with 42 U.S.C. § 1484 or § 1485, whichever is applicable, and 7 CFR part 3560, and any other applicable regulations and amendments, for the purpose of housing program eligible very low-, low-, or moderate-income tenants.

(3) Enforcement. The Agency and program eligible tenants or applicants may enforce these restrictions as long as the Agency has not terminated the Restrictive Use Agreement pursuant to paragraph 7 below.

(4) Displacement Prohibition. The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy solely because any tenant or prospective tenant is the

recipient of housing assistance from the Agency or any other Federal Agency.

(5) Owner's Responsibilities. The Owner agrees to: set rents, other charges, and conditions of occupancy in a manner to meet the restrictions required in this Restrictive Use Covenant; post an Agency approved notice of these restrictions for the tenants of the Property; to adhere to applicable local, state, and Federal laws; and to obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.

(6) Civil Rights Requirements. The Owner will comply with the provisions of any applicable Federal, State or local laws prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Pair Housing Act, Executive Order 11063, and all requirements imposed by or pursuant to the Agency regulations implementing these authorities, including, but not limited to, 7 CFR 3560.104.

(7) Release of Obligation. The Owner will be released from these obligations before the termination period set in paragraph 1 only when the Agency determines that there is no longer a need for the housing or that HUD Section 8 Vouchers provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the Owner.

(8) Violations; the Agency's Remedies. The parties further agree that upon any default under this covenant, the Agency may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against violation of this covenant or for such other equitable relief as may be appropriate, since the injury to the Agency arising from a violation under any of the terms of this covenant would be irreparable and the amount of damage would be difficult to ascertain.

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560.662(b) (6)) - Page 2

(9) Covenants to Run with Land. The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this covenant. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property throughout the term. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, deliver and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Agency hereby agrees that, upon the request of the Owner made on or after the term of this covenant, the Agency shall execute a recordable instrument approved the Agency for purposes of releasing this covenant of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.

(10) Superiority. The document hereto constitutes a restrictive covenant that is filed of record, with all other Deeds of Trusts or Mortgages, and that notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full

force and effect.

(11) Subsequent Modifications and Statutory Amendments. The Agency may implement modifications necessitated by any subsequent statutory amendment without the consent of any other party, including those having the right of enforcement, to require that any third-party obtain prior Agency approval for any enforcement action concerning preexisting or future violations of this covenant.

(12) Other Agreements. The Owner represents and warrants that it has not an will not execute any other agreements with provisions contradictory or in opposition to the provisions of this covenant and that, in any event, the provisions of this covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other conflicting requirements.

(13) Binding Effect. Upon conveyance of the Property during the term, the Owner shall require its successor or assignee to assume its obligations under this covenant. In any event, this covenant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

(14) Amendment. This covenant may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.

(15) Severability. Notwithstanding anything herein contained, if any one or more of the provisions of this covenant shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this covenant, but this covenant shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

(16) Hendings. The headings and titles to the sections of this covenant are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

(17) Governing Law. This covenant shall be governed by all applicable Federal laws.

RESTRICTIVE-USE COVENANT - 20-YEAR Use in all Other Cases (§3560,662(b) (6)) - Page 3

IN WITNESS WHEREOF, the parties hereto have caused this Restrictive Use Covenant to be executed and made effective as of the date first above written.

OWNER: Monroe Family, LTD L.P., By: Mortgage Group South Corp.,

.

Ву:

Title:

WITNESS/ATTEST:

THE REAL PROPERTY.

SEAL AFFIXED

GEORGIA APR. 3, 2015

EXHIBIT A LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4), containing 1.667 acres, more or less, and Tract No. Five (5), containing 0.130 acre, more or less, located on the north side of Plaza Trace, and being more particularly described according to plat and survey entitled "Survey for Monroe Family Ltd." dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, surveyor No. 2115, and recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.

Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bound as follows: On the south by Plaza Trace; on the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the west by Lot One and Plaza Trace.

Subject, however, to all valid outstanding easements, rights of way, mineral leases, mineral reservation, and mineral conveyances of record.

Exception 15

Position 5 (USDA-FmHA FILED III OFFICE Form FmHA 427-1 GA (Rev. 3-88) DEED TO SECURE DEBT FOR GEORGIA THIS DEED TO SECURE DEBT is made and entered into by the undersigned MONROF L.P., A GEORGIA LIMITED PARTNERSHIP NK OF SUPERIOR COU WALTON COUNTY. GA. LOWNDES residing in . County, Georgia, whose post office address is P. O. BOX 2295, VALDOSTA , Georgia __31604 herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government": WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows: Annual Rate Due Date of Final Date of Instrument Principal Amount of Interest Installment AUGUST 9, 1989 \$1,480,200.00 9.00% AUGUST 9, 2039

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, and assign unto the Government, with general warranty, the following property situated in the State

of Georgia, County(ies) of

All that tract or parcel of land lying and being in the State of Georgia,
County of Walton, in the 419th G.M.D., in the City of Monroe, being Tract
No. Three (3), containing 2.951 acres, more or less, Tract No. Four (4),
containing 1.667 acres, more or less, and Tract No. Five (5), containing
0.130 acre, more or less, located on the north side of Plaza Trace, and

(CONTINUED ON PAGE TWO"

FmHA 427-1 GA (Rev. 3-88)

being more particularly described according to plat and survey entitled "Survey for Monroe Family Ltd.", dated May 19, 1988, prepared by John F. Brewer & Son, certified by John F. Brewer, Surveyor No. 2115, and recorded in Plat Book 45, page 17, Clerk's Office, Walton County Records, reference to which record is hereby made for more complete description.

...

Said property, in the aggregate contains a total of 4.748 acres, more or less, and is bounded as follows: On the south by Plaza Trace; On the west by Lot Ten; On the north by Lots Two, Six, Seven and Eight; and on the west by Lot One and Plaza Trace.

Subject, however, to all valid outstanding easements, rights-of-way, mineral leases, mineral reservations, and mineral conveyances of record.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan finds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest there-in-all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee slipple.

BORROWER for Boπower's self, Borrower's heirs, executors, administrators, successors and assigns WARRAN'TS THE

TITLE to the property to the Government against all lawful claims and demands whatsoever except:

NONE

AND COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(CONTINUED)

To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

its request, to deniver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and bushput manner; comply with such farm conservation practices and farm and home management plans at the Government/from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening on impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or least any timber, gravel, pil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10). To comply with all laws, ordinances, and regulations affecting the properly.

(11), To pay of relimburse the Government for expenses reasonably necessary or incidental to the protection of the line and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising isolling, and convoying the property.

of advertising, iselling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgaged hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covernants and agreements contained herein or in any supplementary agreement are being performed.

chants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbentance by the Government-whether once or often-in exercising any right or remedy under this instrument; or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

by applicable law, shall not be a waiver of of precide the exercise of any such right or temedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or office responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time. Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties agreed as Borrower be discharged in bankruptey or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government licreby secured immediately due and payable, (b) for the account of Borrower incur and pay by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to see so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government; in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of the property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bonn filde offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or dany the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower dwelling relating to race, color, religion, sex or national origin, and the light of the sale of the s

(21) Borrower further agrees that the lonn(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity; as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration at Athens, Georgia 30610, and in the case of Borrower to Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(24) Upon Default by Borrower as aforesaid, the Government, its agents and its assigns may, with or without taking be on a legal sales day) before the courthouse door in the county where the property lies to the highest bidder for cash, after advertising the time, place, and terms of such sale once a week for four weeks immediately preceding such sale (but without legal to the number of days) in a newspaper in which the Sheriff's advertisements for such county are published, and if the hundles in more than one county, in a newspaper in which the Sheriff's advertisements for any one of such counties are published, all other notice being hereby waived by Borrower, and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of the premises in fee simple, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Borrower hereby constitutes and appoints the Government the agent and attorney-in-fact of Borrower to make such recitals, and hereby covenants and agrees that the recitals so made by the Government, or assigns, shall be binding and conclusive upon Borrower, and that the contains and agrees that the recitals so made by the Government, or assigns, shall be binding and conclusive upon Borrower, and that the contains and are irrevocable by death or otherwise.

(25) This instrument is a deed and absolute conveyance passing title pursuant to the laws of the State of Georgia governing loan or security deeds and is not a mortgage.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

SEE ADDITIONAL PROVISIONS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, Borrower has hereunto s	tet Borrower's hand(s) and seal(s) this 9TH day day 1989
Signed Shaled, midd) elivered in the presence of: (Notary Public) Grantees Address is: Farmers Home Adm District Office 355 E. Hancock Ave., Box 1 Athens, Georgia 3060 Notary Public, Walton Cour My Commission Expires the Executed on 1	or comin (CONTRACETS)

EXHIBIT "A"

ADDITIONAL PROVISIONS CONTINUED:

- (27) The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.
- (28) This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of July 21, 1989, which is hereby incorporated herein by reference.
- (29) The Borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in section 515 of Title V of the Housing Act of 1949 and FmHA regulations then extant during this 20 year period beginning August 9, 1989. No person occupying the housing shall be required to vacate prior to the close of such 20 year period because of early repayment. The borrower understands that should an unsubsidized project be converted to subsidized within 15 years from the date the last loan on the project is closed, that the period will be increased by 5 years. The borrower will be released during such period from these obligations only when the Government determines that there is no longer a need for such housing or that Federal or other financial assistance provided to the residents of such housing will no longer be provided. A tenant may seek enforcement of this provision as well as the Government.

Monroe Family, Ltd., L. P., A Georgia Limital Partnership
By: Mortgage Group South Corporation, Only General Partner
BY: Many T. Johnson, President

ATTEST: Many June 18. Secretary

!



P.O. Box 1249 • Monroe, Georgia 30655
Attn: Business License
(770) 207-4674

<u>DChambers@MonroeGA.Gov</u>

OCCUPATION TAX APPLICATION

BUSINESS NAME Chestnut Cupboard TELEPHONE (678) 408-1703
ADDRESS 1135 & Church St., Monroe, GA 30655 Type of Business
MAILING ADDRESS Same as Physical Gas-Station with convenience
EMAIL ADDRESS <u>eastmonroe foodmart @gmail.com</u>
OWNER'S NAME Shabana (alan) TELEPHONE (658 678-408-1704
EMERGENCY CONTACT PERSON: Ncha Lalani
TELEPHONE () 678-908-1700
PROPERTY OWNER'S NAME: Amin Ratesh
TELEPHONE ()
**NUMBER OF EMPLOYEES: FULL TIME 3 PART TIME 1 **(Including Owners & Family Members)
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR ARE YOU DISQUALIFIED TO RECEIVE A LICENSE
BY REASON OF ANY MATTER OR THING CONTAINED IN THE LAWS OF THIS STATE, OR THIS CIYT? YES NO
WILL A SIGN BE INSTALLED ON THE BUILDING OR PROPERTY? YES NO
A PERMIT IS REQUIRED FOR ALL SIGNS!!
I hereby certify that I will not violate any of the laws of this State of Georgia or of the United States. I further agree to comply with any and all ordinances of the City of Monroe in conducting business in the City.
Signature: Date 08 / 13 / 19
Notice: All businesses located in the City of Monroe are subject to inspection by City Code and Fire Officials

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE APPLICATION

INSTRUCTIONS: PLEASE PRINT OR TYPE APPLICATION AND ANSWER ALL QUESTIONS.

Please fill out entire application leaving no sections blank; please mark sections that do not apply N/A

Please check the licenses that you are applying for.

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE FEES

CONSUMPTION ON PREMISE:	LICENSE FEE:	
BEER/WINE NON PROFIT PRIVATE CLUB SUNDAY SALES-PRIVATE CLUBS ONLY BEER/WINE AMENITIES LICENSE	\$1000.00 \$600.00 \$150.00 \$100.00	
DISTILLED SPIRITS NON PROFIT PRIVATE CLUB-ONLY SUNDAY SALES	\$3000.00 \$600.00 \$150.00	
PACKAGE:	LICENSE FEE:	•
BEER/WINE HOTEL/MOTEL IN ROOM SERVICE GROWLERS	\$2000.00 \\ \$250.00 \\ \$2000.00 \\ align*	
MANUFACTURER	LICENSE FEE: 1 FEE ONLY	
DISTILLERIES OR MICRO-DISTILLERIES BREWERY OR MICRO-BREWERIES	\$1500.00 \$1000.00	····
RRFWPI IR	\$750.00	

WHOLESALE DEALERS:	LICENSE FEE:			
PRINCIPAL PLACE OF BUSINESS - CITY BEER/WINE DISTILLED SPIRITS	\$1500.00 \$2000.00			
PRINCIPAL PLACE OF BUSINESS - NOT IN CITY	\$100.00			
TEMPORARY LICENSE:	LICENSE FEE:			
NON PROFIT ORGANIZATIONS FOR PROFIT ORGANIZATIONS	\$25.00 PER DAY \$150.00 PER DAY			
SPECIAL EVENT VENUES REGISTRATION	\$300.00			
There is a \$250,00 non-refundable administrative/investigative fee for all licenses except for a Beer/Wine Amenities License which the fee is \$200.00. There is no application fee for wholesale dealers. 1. Full Name of Business East Morroe Food Mart Inc				
Under what name is the Business to operate? <u>Chrestnut</u> Cupboard				
Is the business a proprietorship, partnership or corporation? Domestic or foreign? (orporation - Domestic				
2. Address: a) Physical: 1135 E (horch	St. Monroe, GIA 30655			
b) Mailing: Sarrie as f	physica)			
3. Phone 678-908-1700 Beginning Date	e of Business in City of Monroe			
4 New Business				
If change of ownership, enclose a copy of the sa	les contract and closing statement.			
5. Federal Tax ID Numbe	eorgia Sales Tax Numbe			
6. Is business within the designated distance of an	y of the following:			

CHURCH, SCHOOL GROUNDS, COLLEGE CAMPUS (See Land Survey Requirements) Beer and Wine 100 Yards Yes No Liquor 100 Yards (Church) or 200 Yards (School) Yes _____ No ____ 7. Full name of Applicant <u>Shabana</u> Lalani Full Name of Spouse, if Married Are you a Citizen of the United States or Alien Lawful Permanent Resident? (thizer) Birthplace India Current Address 2275 Summit oaks it city Lawrengeille St 6A Zip 30043 Home Telephone 678 - 908 - 1704 Number of Years at present address Previous address (If living at current address less than 2 yrs). Number of years at previous address ______ 8. If new business, date business will begin in Monroe If transfer or change of ownership, effective date of this change August 19 2019 If transfer or change of ownership, enclose a copy of the sales contract, closing statement, -and check. -Previous applicant & D/B/A _____ What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business? List address, occupation, phone number, and employer_ Neha Lalani - 2275 Summit oaks ct (aurinaville GA

30043. 678-908-1700 - East Monice Food Mart.

10. Has the person, firm, limited liability company, corporation, applicant, owner/owners, partner, shareholder, manager or officer been arrested, convicted or entered a plea of nolo contendere within ten (10) years immediately prior to the filing of this application for any felony or misdemeanor of any state or of the United States, or any municipal ordinance involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime. If yes, describe in detail and give dates.
No
11. Has the applicant been convicted under any federal, state or local law of any felony, within fifteen (15) years prior to the filing of application of such license?
12. Do you own the land and building on which this business is to be operated? 13. Does this establishment have a patio/open area intended to be used for consumption of alcoholic beverages? [] yes or no 14. If operating as a corporation, state name and address of corporation, when and where incorporated, and the names and addresses of the officers and directors and the office held by each.
East Monroe Food Mart, Inc - 1135 E thurch st., Monroe, GA 30655 - Gr on 6/27/2019 officer - Shabana Calani - 2275 Summil oaks d. Lawrenaville, GA 30043
15. If operating as a corporation, list the stockholders (20% or more) complete addresses, area code and telephone numbers, residential and business, and the amount of interest of each stockholder.
Shabana Lalani - 100% - 2275 Summit oaks ct, Lawrenaville, GA 30043. 678-908-1704.

16. If operating as a partnership, list the partners with complete addresses, area code and telephone numbers, residential and business, and the amount of interest or percent of ownership of each partner.
N/A
17. If partnership or individual, state names of any persons or firms owning any interest or receiving a funds from the corporation. $\frac{1}{N} / A$
18. Does applicant receive any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? If yes, explain. NC
19. Does the applicant have any financial interest in any manufacturer or wholesaler of alcoholic beverages? If yes, please explain.
20. State whether or not applicant, partner, corporation officer, or stockholder holds any alcoholic beverage license in other iurisdiction or has ever applied for a license and been denied. (Submit full details)
21. Does you or your spouse or any of the other owners, partners or stockholders have any interest in any liquor store or wholesale liquor business?
22. If a retail grocery business in existence for more than six (6) months: A statement from the applicant with documentary evidence provided that the business has had or will have gross sales of merchandise, other than malt beverages and wine, of more than three thousand dollars (\$3000.00) per month average for six (6) successive months preceding the filing of the application for this license or renewal thereof.
If a retail grocery business in existence for less than six (6) months: A statement from the applicant with documentary evidence provided, that the business has had o will have gross sales of merchandise, other than malt beverages and wine, of more than three

thousand dollars (\$3000.00) per month average for six (6) successive months from its inception; and

within ten (10) days upon completion of six (6) months' verifying the statement required herein; and upon failure to provide such verification as prescribed herein, the license shall be suspended until such verification is made.

- 23. If a club, a statement that the club has been organized or chartered for at least one (1) year; a statement that during the past year the club has held regular monthly meetings; and a statement that the club has at least fifty (50) members.
- 24. Character References: (For the applicant)

1	Mohammed	Ai	Abridi		
	Name 725 Cricket	Hill T	r L		
	Address Lawrenceville	(SiA	30044	404-933-3852
	City	S	tate	Zip	Telephone
2.	Rasheed V	irani			
	Name (173 Govern	(rick	Ж	SW)	
	Address Novaosi	61 A		30047	678-612-5616
	City		tate	Zip	Telephone
3.	Michael	simo			
	Name 5960 North	. , , , , , , , , , , , , , , , , , , ,	Parki	way	
	Address Alpharettu	49	1	30022	404-735-6553
	City	S	tate	Zip	Telephone
Tł	nis the day	of Sept			
	That		(Signature Applic	ant)
	OWNER		(Title <i>i.e</i>	. Partner, Gener	al Partner, Manager, Owner, etc.)
_	Shalana La	Jani	(Prir	nt Name)	
Oı				_(Signature of Co	orporate Officer)
			4.	_(Printed Name	and Title of Corporate Officer)
Się	gned, sealed and deliv	vered in the	presence o	of: Oclo	res Chambre
No	otary Public:			- CHA	7-01-202-8
	ecuted: $9-4$	-19		A TO LOTA	
				AVEN	



To: Planning and Zoning / City Council

From: Patrick Kelley

Department: Planning, Zoning, Code and Development

Date: 08-21-19

Description: Preliminary plat review 1415 E. Church Street

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation: NA

Budget Available: NA

Requested Expense: \$NA Company of Purchase: NA

Recomm<mark>endati</mark>on: Table for further information and plan revision

- 1. Remove unnecessary "eyebrow cul-de-sacs" utilized to increase lot yield.
- 2. Reconfigure radial lot lines on curves and cul-de-sacs
- 3. Define the mail kiosk space as common space or a lot.
- 4. Indicate and define an association to own common spaces once defined.
- 5. Desirable secondary access and interconnectivity to the neighborhood are not provided.
- 6. Show a left turn lane on Church street as has been required by recent adjacent neighborhoods.
- 7. Acquire and indicate a sewer access easement.

Background: This is a 52 AC. +/- R1 zoned parcel which has been designed to be developed as a single family residential neighborhood.

Attachment(s):

- preliminary plat
- Reviewed preliminary plat with notes



City of Monroe 215 N. Broad Street Monroe, GA 30655 (770)207-4674

Plan Report

Plan NO.: PLAT-00002

Plan Type: Subdivision Plat

Work Classification: Preliminary Plat

Plan Status: In Review

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Apply Date: 08/16/2019

Expiration:

1	ocation	Addrag	c

Parcel Number

1415 E CHURCH ST, MONROE, GA 30655

M0240106

Contacts

LARKMEAD PARTNERS, LLC

Applicant

3245 PEACHTREE PKWY STE 0278, SUWANEE, GA 30024 (678)779-0363 slee@terra

slee@terrastonedev.com

 $\textbf{Description:} \ \mathsf{PRELIMINARY} \ \mathsf{PLAT} \ \mathsf{REVIEW} \ \mathsf{P\&Z} \ \mathsf{MTG} \ \mathsf{9/17/19} \ \textit{\textcircled{a}} \ \mathsf{5:30} \ \mathsf{PM} \ \mathsf{-} \ \mathsf{COUNCIL} \ \mathsf{MTG}$

10/8/19 @ 6:00 PM 215 N BROAD ST

Valuation: \$0.00

Total Sq Feet: 0.00

Amount
\$1,740.00
\$1,740.00

Payments	Amt Paid
Total Fees	\$1,740.00
Check # 1001	\$1,740.00
Amount Due:	\$0.00

Condition Name

Description

Comments

Deblie Calsenin	August 16, 2019
Issued By:	Date 8 140 (19
Plan_Signature_1	Date
Plan_Signature_2	Date

- 1

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CITY OF MONROE

DEVELOPMENT PERMIT AND PRELIMINARY SUBDIVISION PLAT APPLICATION

Application fees: Preliminary Subdivision Plats - \$20 per lot

Non-residential Projects – 50% of BP

NPDES fees: \$40/disturbed acre to EPD and \$40/disturbed acre to City of Monroe

Shall be paid prior to issuance of permit.

Three copies of the site development plans including erosion, sediment & pollution control plan and two copies of the stormwater management study or two copies of the preliminary subdivision plat. Also required on all developments... Two copies of the hydraulic calculations with water line design must accompany all applications.

THIS FORM MUST BE COMPLETELY FILLED OUT.

Project Name MEADOUS FARM	
Project Location 415 E CHURCH ST	
Proposed Use PESIDEHTIAL SUBDIVISION Map/Parcel	MO240106
Acreage 52.13 #S/D Lots 67 # Multifamily Units	# Bldgs
Water(provider) CITY OF MOHPOR Sewer(provider) CITY O	FMONFOE
Property Owner Mark & Maria Meapows . Phone	770,316-7772
Address 13 40 BEHT CREEK RD City WATKINSY	1UE State GA Zip 30677
Developer LARLINEAD PARTHERS, UC Phone	# 678-779-0363
Address 3245 PENCHIPER PKNY Suite D278 City Suwanie	State 4 Zip 30024
Designer Day DESIGH Capage Phon	
Address Po Bot 848 City Busper	State <u>64</u> Zip <u>30515</u>
Site Contractor Phot	ne#
AddressCity	StateZip
The applicant shall be responsible from the date of the permit, or from the time of the beginning of the first w	and the set of the set
injury or damage of any kind resulting from this work, whether for basic services or additional services, to persons or property cased or sustained in connection with the performance of this permit or by conditions or connected with the work performed under the permit or for any and all claims for damages under the laws or of or in any way connected with the acquisition of and construction under the permit and shall assume and property and all claims, litigation, and actions, suffered through any act or omission of the applicant or any subtemployed under the supervision of any of them.	cidental to the defense (including death) to eated thereby or arising out of or anyway f the United States or of Georgia arising out bay for, without cost to the City, the defense



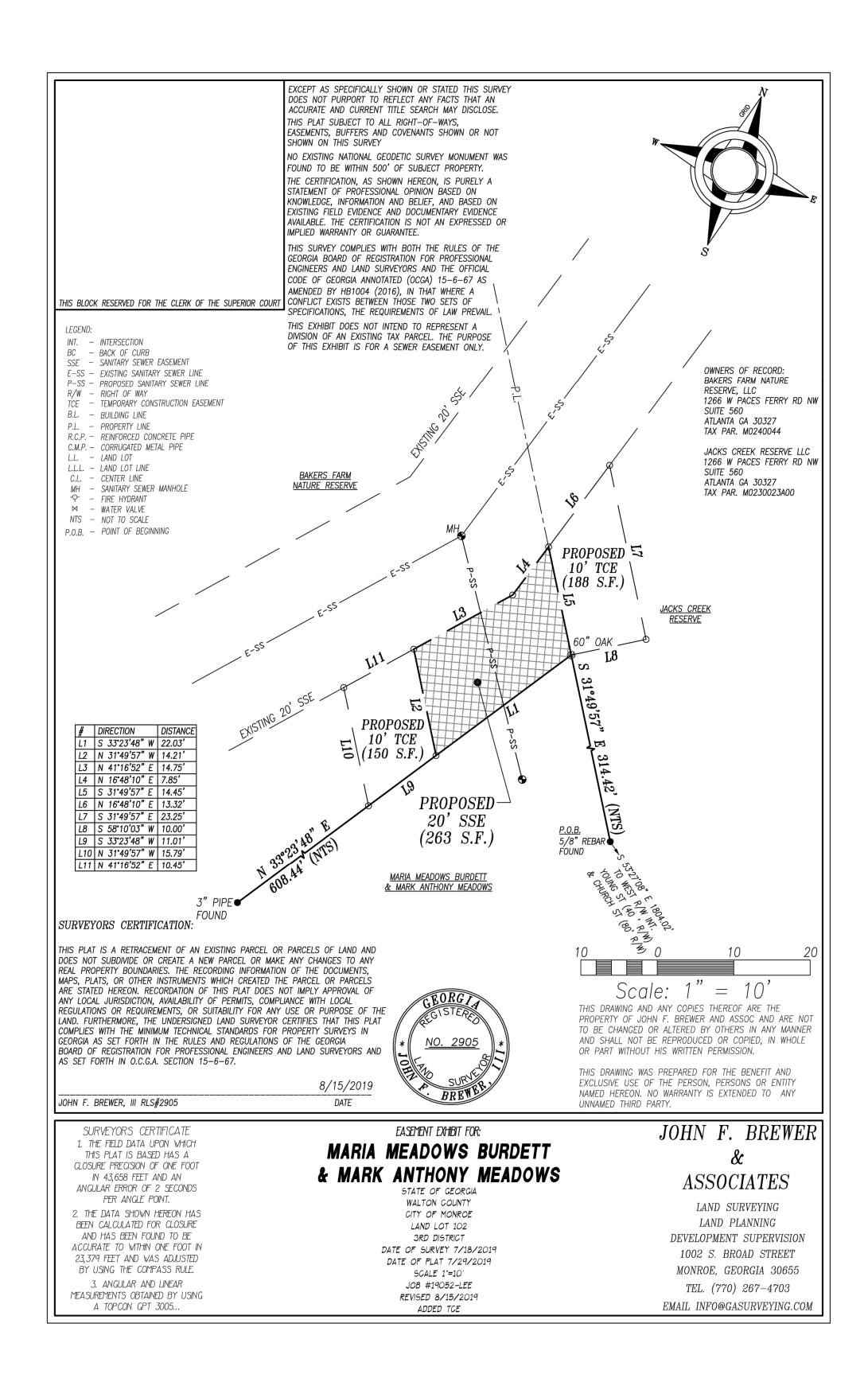
MEADOWS

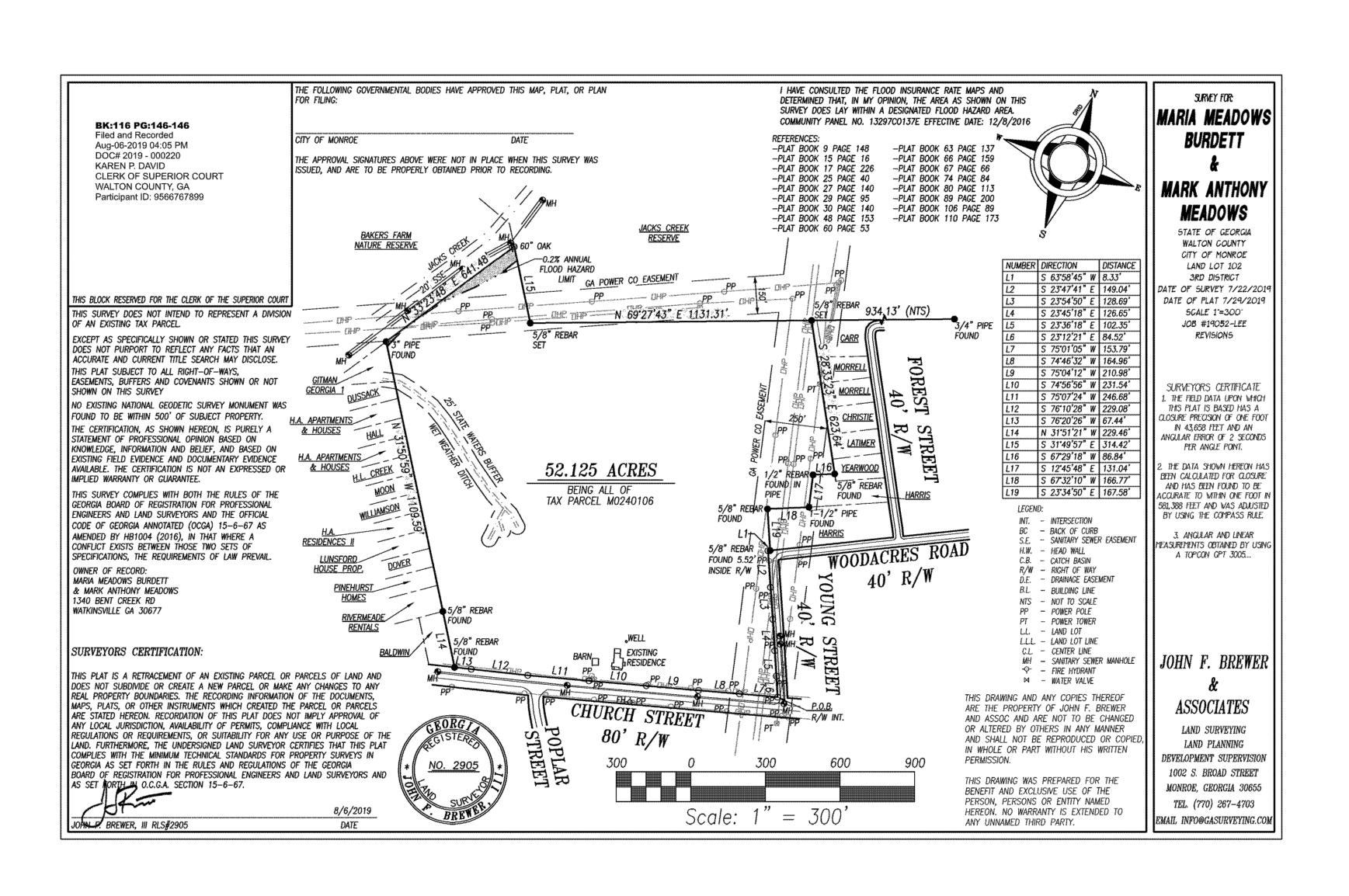
POSED RESIDENTIAL

LOCATED IN

DATE: 08/16/19 DRAWN BY: GMD JOB NO.: 19-122

REFERENCE SURVEYS





NNING 770) 271–4676 ph. 706) 389–8568 fax Iroup.com

ANDSCAPE ARCHITECTU
SITE PLANNING

BOX 848

(770) 271-467
ORD, GA 30515
(706) 389-856

P.O. BOX 848

BUFORD, GA 30515

(7)

ddg@daydesigngraww.daydesigngra

ESIGN GROUP, Inc.

TV.

SURVEY

09/19 REVISIONS PER CITY COMMENTS.

ATE DESCRIPTION

REVISIONS

DATE: 08/16/19 DRAWN BY: GMD JOB NO.: 19-122

SHEET 2

APPOINTMENTS Updated

September 10, 2019

Appointed Term Expires

HOUSING AUTHORITY (Five-year term)

Meketa Swords	October 14, 2014	October 6, 2019
Ruby Cooper	October 13, 2015	October 6, 2020
Stacey Favors	October 11, 2016	October 6, 2021
Lynn Hill	November 14, 2017	October 6, 2022
Mary Kate Watson Echols	September 11, 2018	October 6, 2023

Beverly Harrison

From: gapha193@aol.com

Sent: Tuesday, September 17, 2019 8:07 AM

To: Beverly Harrison **Subject:** Meketa Swords

Hi Beverly,

I spoke with Commissioner Swords and she confirmed that she would love to be reappointed for another term.

Her contact information is the same, however for your convenience I am providing it below.

Thanks, Kevin

Meketa Swords 118 Oak Ridge Monroe, GA 30655 770-267-7212 home 678-425-4711 cell



Appointed Board Member Biography

Name: Meketa Swords

Profession / Business: Business Owner Position: Set Up Installers/Fixtures
Business Address: 118 Oak Ridge, Monroe, GA 30655
Phone number: (770) 267-7212 Fax number: (770) 267-7212
Email address: Meketa1@aol.com
Home Address: 118 Oak Ridge, Monroe, GA 30655
Home Phone number: (770) 267-7212 Mobile Phone number: (678) 425-4711
(Please indicate address where you prefer to receive your mail)
Birthday: 12/23/1961 Birthplace: Newton County
Education: Degree in Biblical Studies/Spirit Vision Bible College/Gainesville, GA
Hobbies: Woodworking, painting, crocheting, and hang gliding
Membership in Service Clubs: Non-active CASA Volunteer/Court appointed Special Advoc.
Social Clubs: None
Membership / Offices Held / Other Agency Boards:
Previous: Monroe-Walton Football League/PTO Offices (when kids were in school), Housing Authority (Walton County)
Civic Appointments: None
Political Offices: None
Reason for wanting to serve on Housing Authority Board
I have served for many years. I enjoy serving and doing my part for Walton County and the Housing Authority.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, GEORGIA TO SUPPORT DEVELOPMENT OF THE PROPOSED TOWN GREEN AND RAILROAD CORRIDOR PEDESTRIAN TRAIL

WHEREAS, the City of Monroe, Georgia seeks to enhance the development of the City and provide more outdoor recreation areas for its citizenry; and,

WHEREAS, said development in large part centers around the increase in use and enjoyment of the outdoors and open spaces available in the City of Monroe; and,

WHEREAS, the City aims to increase the walkability and public park presence in the City of Monroe; and,

WHEREAS, the creation, development and installation of a Town Green and pedestrian trail for use and enjoyment by the citizens of and visitors to the City of Monroe, Georgia assists in fulfilling this goal; and,

WHEREAS, the City is engaged in the development of the Town Green and pedestrian trail, and is taking full advantage of all available grants and funds to accomplish such; and,

WHEREAS, the City is engaged in the pre-application process of seeking a grant from the Georgia Department of Natural Resources (the "DNR") Georgia Outdoor Stewardship Program (the "GOSP"); and,

WHEREAS, said grant will be used for the development of the Town Green area, and a small portion of the railroad corridor of the Great Walton Railroad Company's 10-mile Monroe-Social Circle line, being more particularly the portion of the railroad corridor consisting of approximately 1.5 miles extending from the Town Green area of the City at the intersection of Davis Street and the railroad corridor to the north, and terminating to the south at its intersection at Vine Street, also known as the Rail to Trail Project; and,

WHEREAS, the City intends to enter into a twenty-five (25) year lease agreement, with renewals, for the use of said railroad corridor upon the awarding of said grant; and,

WHEREAS, the City intends to create a pedestrian trail with the Rail to Trail Project for public use by the citizens of and visitors to Monroe to engage in a multitude of activities, including walking, running, biking, walking pets, etc., and allow for said activities to occur in and around the Town Green and railroad corridor; and,

WHEREAS, the City agrees that in the event the pre-application is recommended for funding by the Board of Trustees of the GOSP and DNR, the City certifies and assures it has the ability and intention to finance the project elements that will be submitted for reimbursement, as

well as the thirty percent (30%) total project match to be submitted, and will move forward with due diligence to prepare appropriate documentation required for a second-level GOSP application;

NOW, THEREFORE, be it RESOLVED by the Mayor and Council that the City of Monroe, Georgia fully supports the undertaking of procuring the above-referenced grant and to continue the City's goal of development of the Town Green and railroad corridor into a pedestrian trail for public use and enjoyment through the GOSP and all other available means.

SO RESOLVED on this day of	, 2019.
CITY OF MONROE, GEORGIA	
By: John S. Howard, Mayor	(SEAL)
Attest:	(SEAL)

Since 1821



To: Public Safety Committee, City Council

From: R.V. Watts, Chief of Police

Department: Police

Date: 10/8/2019

Subject: Approval – Out of State Travel

Budget Account/Project Name: Out of Sate Training

Funding Source: Training & Education 100-3200-523700

Budget Allocation: \$20,000.00

Budget Available: \$8,882.74

Requested Expense: \$790.00 Company of Purchase: N/A

Description:

2019 National Law Enforcement Retreat, October 21-23, 2019

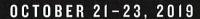
Recommend Council APPROVE out of state training for two couples to the 2019 National Law Enforcement Retreat at The Cove in Ashville, North Carolina

Expenses:

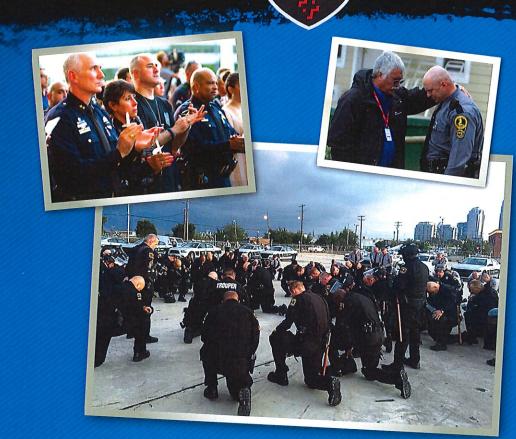
Registration Fee: \$395 x 2 - \$790.00 (includes lodging, food, sessions, and materials)

Attachment(s):

National Law Enforcement Retreat Brochure







"He guards the paths of justice, and preserves the way of His saints."

-PROVERBS 2:8, NKJV

NATIONAL LAW ENFORCEMENT RETREAT





Get away and be refreshed at the Billy Graham Rapid Response Team's National Law Enforcement Retreat. Bring your spouse and be encouraged by speakers who will discuss the unique issues faced by officers' families and share insights from God's Word.

Location: The Cove, Asheville, North Carolina **\$225/individual • \$395/married couple**(includes operate logging food sessions and materials)

(includes on-site lodging, food, sessions, and materials)

For more information or to register today, visit **BillyGraham.org/NLEM**.



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