



Planning & Zoning Meeting

AGENDA

Tuesday, September 17, 2019

5:30 PM

215 N Broad Street, Monroe, GA 30655

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **MINUTES OF PREVIOUS MEETING**

[1.](#) Minutes of Previous Meeting - August 20, 2019

IV. **REPORT FROM CODE ENFORCEMENT OFFICER**

V. **PUBLIC HEARINGS**

[1.](#) Request for Variance - 906 Alcovy Street

[2.](#) Request for Rezone from P to R2 - 123 Plaza Trace

[3.](#) Request for Rezone from P to R2 - 143 Plaza Trace

[4.](#) Request for COA - 2130 W Spring Street

VI. **RECOMMENDATIONS ON REQUESTS**

VII. **OLD BUSINESS**

VIII. **NEW BUSINESS**

[1.](#) Preliminary Plat Review - 1415 E Church Street

IX. **ADJOURNMENT**

**MONROE PLANNING COMMISSION
MINUTES
August 20, 2019**

Present: Randy Camp, Kyle Harrison, Rosalind Parks

Absent: David Butler, Mike Eckles

Staff: Debbie Adkinson – Code Dept Assistant
Darrell Stone – Director of Planning and Development
Logan Propes – City Administrator

Visitors: Jennifer Losurdo, Lee Dillard, Lee Rowell, Danny Shoemake, George Baker III

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

Acting Chairman Harrison asked for any changes, corrections or additions to the June 18, 2019 minutes. Hearing none he entertained a motion. Camp made a motion to approve. Parks seconded. Motion carried. Minutes approved.

Acting Chairman Harrison asked for the Code Enforcement report.
Stone: none

Public Hearing open 5:38 pm

The first item of business: is for petition #VAR-000020-2019 for a Variance at 206 South Hammond Drive. The applicant, First Christian Church, request a Variance to install a new digital sign.

Acting Chairman Harrison asked for a representative to speak to the request.

Lee Dillard a member of the church is asking to update the existing sign to move into the 21st Century. The old sign has been there for many years. They would like to replace this sign but keep the monument. The new sign would have a digital display with a banner above it with the First Christian Church name on it.

Acting Chairman Harrison informed Mr. Dillard that the upper part of the sign, the banner with name, could not be internally lit. This part would either have a goose neck lighting, halo or a ground lighting.

After more discussion and understanding of what would be allowed for the whole sign Acting Chairman Harrison entertained a motion.

Camp made a motion to approve the digital part of the sign with the condition the banner would not be internally lit but would have halo lighting or external lighting. Parks seconded. Motion Carried.

Public Hearing opened 5:36 pm

Old Business: none

New Business: Minor subdivision plat review for petition # PLAT-000022-2019 at 1125 N Broad Street. Acting Chairman Harrison asked for a representative for the plat review.

Jennifer Losurdo of Columbia Engineering spoke to the request. She explained that this was a minor plat review for 100± acres to be split into 3 lots. Lot # 1 is for the main development of the Monroe Pavilion. Lot # 2 and 3 will be used for other purposes.

Acting Chairman Harrison entertained a motion.

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

Acting Chairman Harrison entertained a motion to adjourn.

Motion to adjourn by Parks Seconded by Camp
Motion Carried – Meeting adjourned at 5:40 pm



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

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-000023-2019

Plan Type: Variance

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
Single Family Rezone or Variance Fee	\$100.00
Total:	\$100.00

Payments	Amt Paid
Total Fees	\$100.00
Check # 5879	\$100.00
Amount Due:	\$0.00

Condition Name

Description

Comments

Debbie Adkinson

Issued By: Debbie Adkinson

August 06, 2019

Date

8-6-19

Date

Plan_Signature_1

Plan_Signature_2

Date

Documents to be submitted with request:

- Recorded deed
- Survey plat
- Site plan to scale
- Proof of current tax status

Application Fees:

- \$100 Single Family
- \$300 Multi Family
- \$200 Commercial

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 above statements and accompanying materials are complete and accurate. Applicant hereby authorizes Code department personnel to enter upon and inspect the property for all purposes allowed and required by the zoning ordinance and the development regulations.

Signature *Ronald Smith* Date: 2-5-19
RONALD SMITH

**PUBLIC NOTICE WILL BE PLACED AND REMOVED BY THE CODE DEPARTMENT
SIGN WILL NOT BE REMOVED UNTIL AFTER THE COUNCIL MEETING.**

***Property owners signature if not the applicant**

Signature *Rodney West, Account Manager* Date: 2-5-19
Amy M Potter Date: 8-5-19
Notary Public
Commission Expires: _____



I hereby withdraw the above application: Signature _____ Date _____

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

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 7
LEGAL DESC 1.70AC
LOCATION 906 ALCOVY STREET
CURRENT YEAR TAXES NO TAX DUE

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

PAYMENT DUE NO TAX DUE
ON OR BEFORE NOVEMBER 15, 2018

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/DESCRIPTION	MAP/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	15800		15800	.0109050	37.92	172.30	
SCHOOL	15800		15800	.0186000		293.88	
SCH BOND	15800		15800	.0026000		41.08	
CITY TAX	15800		15800	.0052980	64.39	83.71	
CITY BOND	15800		15800	.0019790		31.27	
OTHR CHRGS						72.61	
TOTAL SCHOOL TAXES						334.96	
TOTAL COUNTY T						172.30	
TOTAL CITY T						114.98	

PAYMENTS

-694.85

THIS YEAR TAX NO TAX DUE

TOTAL TAX DUE NO TAX DUE

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

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

-----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 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 and/or (770) 266 1736

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	22.678
Reduction in mill rate due to rollback to taxpayers of sales tax proceeds this previous year	6.475
Actual mill rate set by local officials	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 ALCOVY STREET Council District 1 / 7 Map and Parcel # M8P4
Zoning R-1 Acreage 1.448 Proposed Use RESIDENTIAL Road Frontage 384.70 ft. / on
ALCOVY STREET (street or streets)

Applicant

Name ALCOVY SURVEYING & ENG.
Address 2205 Hwy. 815.
Phone # LOGANVILLE GA 30052
770 466 4002

Owner

Name ALCOVY BUILDERS INC.
Address P.O. BOX 1758
Phone # LOGANVILLE, GA. 30052

Request Type: (check one) Variance Conditional Use

Nature of proposed use, including without limitation the type of activity proposed, manner of operation, number of occupants and/or employees, hours of operation, number of vehicle trips, water and sewer use, and similar matters:

PROPOSED 4 RESIDENTIAL LOTS FOR SINGLE FAMILY HOUSING

State relationship of structure and/or use to existing structures and uses on adjacent lots;

EXISTING STRUCTURE TO BE DEMOLISHED, 4 NEW HOUSES BUILT

State reason for request and how it complies with the Zoning Ordinance section 1425.5(1)-(10) & 1430.6(1)-(8):

REDUCE MINIMUM FRONTAGE REQUIREMENT ON PROPOSED LOT 4 FROM 100' TO 84.70'. PROPOSED LOT WILL BE 5,000 SQ. FT. LARGER THAN THE MINIMUM LOT SIZE REQUIRED. NO

State area, dimensions and details of the proposed structure(s) or use(s), including without limitation, existing and proposed parking, landscaped areas, height and setbacks of any proposed buildings, and location and number of proposed parking/loading spaces and access ways:

4 SINGLE FAMILY HOUSES BUILT TO MEET THE CURRENT CITY OF MONROE REQUIREMENTS FOR R-1 ZONING.

State the particular hardship that would result from strict application of this Ordinance:

Check all that apply: Public Water: Well: Public Sewer: Septic: Electrical: Gas:

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 8 the district is required.

2-1
KB

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

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

Order No.: LOG-190564-PUR

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

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:

Raylene K. Lockman
Unofficial Witness
[Signature]

Claude T. Edmondson
Claude T. Edmondson

Mary F. Edmondson
Mary F. Edmondson

Notary Public

My Commission Expires 10-19-22



SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel of land and does not subdivide or create a new parcel or make changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-87.

Ronald Calvin Smith, Ga. R.L.S. no. 2921

NOTE: BEARINGS & ELEVATIONS SHOWN HEREON ARE BASED UPON GPS SURVEY USING CHAMPION TKO EQUIPMENT AND @GPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AS OF THE FIELD WORK DATE SHOWN.

NOTE: THE INITIAL CONTROL POINTS FOR THIS SURVEY WERE LOCATED UTILIZING GPS. THE EQUIPMENT USED WAS A CHAMPION TKO DUAL FREQUENCY RECEIVER WITH A SCEPTER TWO DATA COLLECTOR RUNNING CARLSON SURVACE SOFTWARE. NETWORK RTK CORRECTIONS WERE RECEIVED VIA A CELLULAR MODEM. THE TYPE OF SURVEY WAS NETWORK RTK UTILIZING TRIMBLE VRS REAL TIME NETWORK OPERATED BY @GPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE F.I.R.M. NO. 13297C 0138E DATED 12/8/2016

THIS BLOCK RESERVED FOR THE CLERK SUPERIOR COURT

NOTE: THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITIES NAMED HEREON. NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSON(S) OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS SURVEY WAS PREPARED WITH OUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT ARE NOT SHOWN HEREON.

ANY UNDERGROUND UTILITY SHOWN HEREON IS BASED ON UTILITY MARKINGS BY THE UTILITY OWNER, A PRIVATE UTILITY MARKING COMPANY, CONSTRUCTION AND ASBUILT DRAWINGS PROVIDED BY THE UTILITY PROVIDER OR PROPERTY OWNER. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. UNDERGROUND UTILITIES NOT OBSERVED DURING THE FIELD SURVEY PROCEDURE MAY EXIST BUT ARE NOT SHOWN ON THIS SURVEY. FURTHERMORE THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

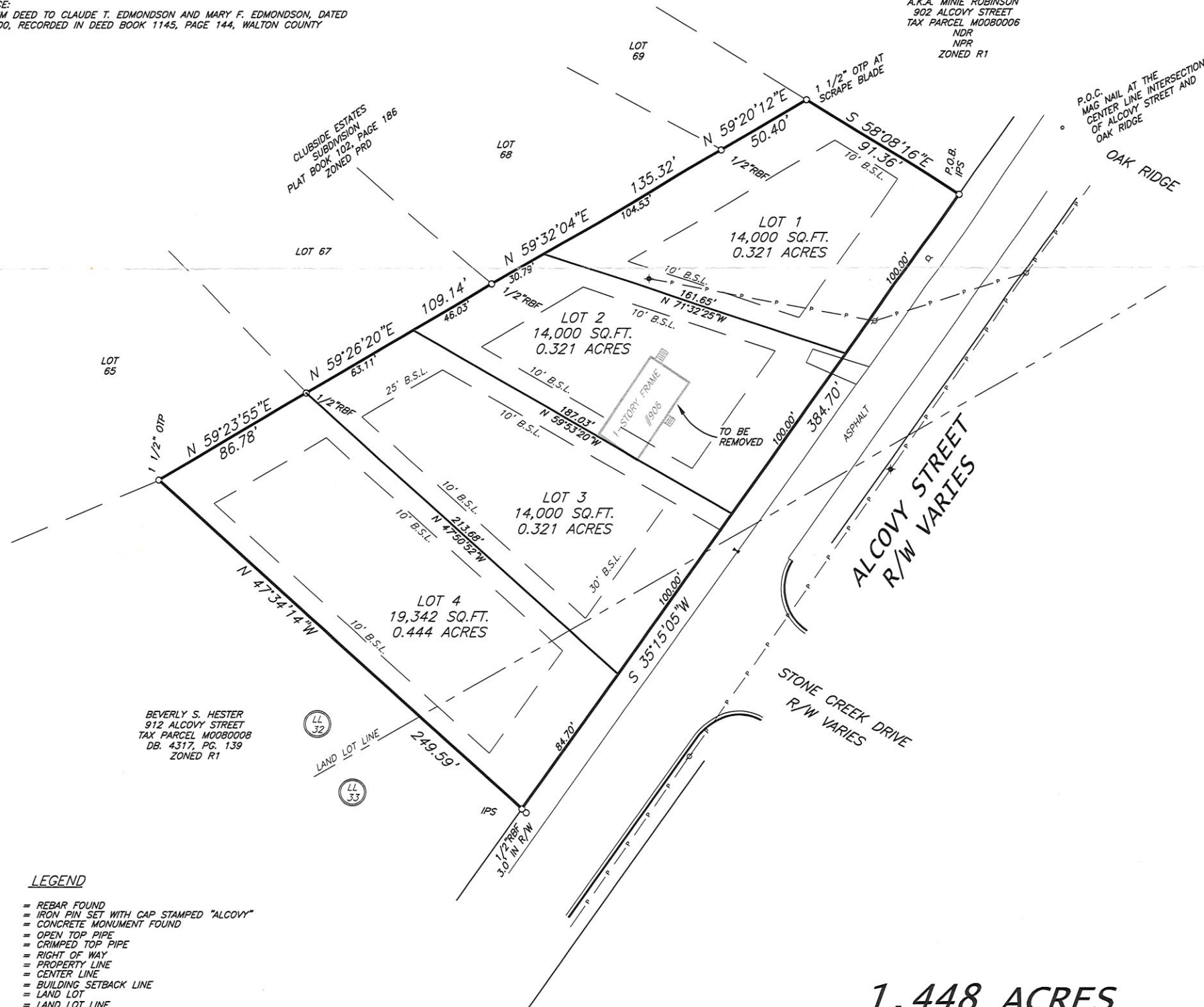
REFERENCE: QUIT CLAIM DEED TO CLAUDE T. EDMONDSON AND MARY F. EDMONDSON, DATED 11/2/2000, RECORDED IN DEED BOOK 1145, PAGE 144, WALTON COUNTY RECORDS.

GRID NORTH GA. WEST ZONE



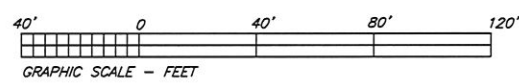
MRS. M.R. SPIVEY
A.K.A. MINIE ROBINSON
902 ALCOVY STREET
TAX PARCEL M00B0006
NDR
NPR
ZONED R1

P.O.C. MAG NAIL AT THE CENTER LINE INTERSECTION OF ALCOVY STREET AND OAK RIDGE



BEVERLY S. HESTER
912 ALCOVY STREET
TAX PARCEL M00B0008
DB. 4317, PG. 139
ZONED R1

1.448 ACRES



LEGEND

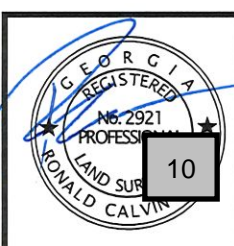
- R.B.F. = REBAR FOUND
- I.P.S. = IRON PIN SET WITH CAP STAMPED "ALCOVY"
- C.M.F. = CONCRETE MONUMENT FOUND
- O.T.P. = OPEN TOP PIPE
- C.T.P. = CRIMPED TOP PIPE
- R/W = RIGHT OF WAY
- P.L. = PROPERTY LINE
- C.L. = CENTER LINE
- B.S.L. = BUILDING SETBACK LINE
- L.L. = LAND LOT
- L.L.L. = LAND LOT LINE
- G.M.D. = GEORGIA MILITIA DISTRICT
- T.B.M. = TEMPORARY BENCH MARK
- R. = RADIUS
- CH. = CHORD
- TAN. = TANGENT
- N/F. = NOW OR FORMERLY
- D.B. = DEED BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- D.E. = DRAINAGE EASEMENT
- S.S.E. = SANITARY SEWER EASEMENT
- F.F.E. = FINISHED FLOOR ELEVATION
- (MH) = MANHOLE
- (DRAIN INLET)
- (FIRE HYDRANT)
- (LIGHT POLE)
- (POWER POLE)
- (POWER LINE)
- (FENCE LINE)
- (WATER LINE)
- (GAS LINE)
- (VALVE)
- (W) = WELL
- (DISTANCE) = DEED OR PLAT CALL
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING

A TOPCON 225 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 186,033 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 150,879 FEET.

PER CURRENT TAX INFORMATION
OWNER:
CLAUDE T. EDMONDSON
MARY EDMONDSON
3710 PILOT ROAD
COVINGTON, GA. 30041



RETRACEMENT BOUNDARY SURVEY FOR:	
ALCOVY BUILDERS, INC.	
TAX PARCEL M00B0007, ZONED R1	
FIELD WORK DATE: 7/8/19	DATE OF PLAT PREPARATION: 7/9/19
LAND LOT(S) 32 & 33	3rd DISTRICT WALTON COUNTY, GEORGIA
ALCOVY SURVEYING AND ENGINEERING, INC.	
2205 HWY. 81 S., LOGANVILLE, GA. 30052 Phone 770-466-4002 - LSF #000759	
SCALE: 1" = 40' JOB NO. 19-135	

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.

C. T. E.
M. F. 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

Requested Expense: \$NA

Company of Purchase: 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-000025-2019

Plan Type: Rezone

Work Classification: Map Amendment

Plan Status: In Review

Apply Date: 08/07/2019

Expiration:

Location Address

123 PLAZA TRCE, MONROE, GA 30655

Contacts

Monroe Family LTD Applicant
 P.O. BOX 2285, Valdosta, GA 31604

Description: REQUEST FOR REZONE FROM P TO R2 - 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
Multifamily Rezone or Variance Fee	\$300.00
Total:	\$300.00

Payments	Amt Paid
Total Fees	\$300.00
Credit Card	\$300.00
Amount Due:	\$0.00

Condition Name Description Comments

Publicy Oik...

Issued By:

August 07, 2019

Date

7/4 H. Chy

Plan_Signature_1

Aug. 7-2019

Date

Plan_Signature_2

Date

REZONE APPLICATION FORM

PERMIT NUMBER _____

I. LOCATION 123
688 PLAZA TRALE
COUNCIL DISTRICT 3 & 7
MAPNUMBER NM06C
PARCEL NUMBER 12

II. PRESENT ZONING P REQUESTED ZONING MULTI-FAMILY

III. ACREAGE 2.94 AC PROPOSED USE MULTI-FAMILY

IV. OWNER OF RECORD MONNIE FAMILY LTD
ADDRESS 314 N. PATTERSON ST. VILVOSTA CA. 91601

PHONE NUMBER 229-242-7759

The following 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, #5, 17, 18, 19, 20, 21 DIRECTLY ACROSS FROM SUBJECT PROPERTY ARE ZONED R-2. THERE ARE 3 MULTI-FAMILY PROPERTIES WITHIN 1/4 MILE. TWO ARE DIRECTLY ADJACENT.
2. Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification N/A
3. The existing value of the property contained in the petition for rezoning under the existing zoning classification 535,000 PER 2018 AD VALOREM TAX NOTICE, WALTON COUNTY
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
EXISTENT MULTI-FAMILY PROPERTY SINCE 1989
6. A description of the suitability of the subject property under the proposed zoning classification of the property
EXISTENT M/F PROPERTY SINCE 1989

7. A description of any existing use of property including a description of all structures presently occupying the property EXISTING 48 UNIT A/F PROPERTY
8. The length of time the property has been vacant or unused as currently zoned N/A
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 N/A

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 ATTACHED

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 T. Johnson
Address 314 N. Patterson St, Valdosta, GA 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 L.P. for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Livia Okuma Tatum _____ 8/7/2019 (Date)

My Commission Expires July 28, 2020 _____



What method of sewage disposal is planned for the subject property?

EXISTING Sanitary Sewer _____ Septic Tank
STATE 1989

The following information must be included in the application material requesting an annexation or zoning change from *V* to *MONROE FAMILY* located at *686 PLAZA TRAIL*, containing *2.94* acre(s), property owner being *MONROE FAMILY LTD.* filed on *8-7-19*.

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 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:

For any application for P, B-1, B-2, B-3 or M-1 districts the site plan shall identify: (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

For any application 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
- ___ ___yes___no 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 applicant requesting consideration of a variance to any provision of the zoning ordinance as shown on the required 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 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 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.
- ___ 6. 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 Application

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

REZONE APPLICATION ATTACHMENTS
COUNTRY GROVE APPTS
686 PLAZA TRACE
MONROE



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:

1. Number of units per acre - 13 per acre
2. Set Backs - 25' from r/w
3. 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

BILL NUMB. 2018 24957
ACCT NUMB. 499140 010
TAXPAYER MONROE FAMILY LTD
MAP NUMBER NM06C 11
LEGAL DESC #11&PT#10 MONROE WEST 1.8
LOCATION 143 PLAZA TRACE
CURRENT YEAR TAXES 7,859.08

RETURN SERVICE REQUESTED

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

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

RECEIVED AUG 20 2018

MONROE FAMILY LTD 24957PT
PO BOX 1767 106
VALDOSTA GA 31603-1767 38299

WALTON CO. TAX COMM. 2018
303 S. HAMMOND DRIVE CO.PT.
SUITE 100 24957
MONROE, GA. 30655

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	199560		199560	.0109050	478.94	2,176.20
SCHOOL	199560		199560	.0186000		3,711.82
SCH BOND	199560		199560	.0026000		518.86
CITY TAX	199560		199560	.0052980	813.21	1,057.27
CITY BOND	199560		199560	.0019790		394.93

TOTAL SCHOOL TAXES 4,230.68
TOTAL COUNTY TAXES 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.



-----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 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 and/or (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:	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
---	---	---------------------------

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

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

BILL NUMB. 2018 24958
ACCT NUMB. 499160 010
TAXPAYER MONROE FAMILY LTD
MAP NUMBER NM06C 12
LEGAL DESC MONROE WEST 2.94AC
LOCATION 123 PLAZA TRACE
CURRENT YEAR TAXES 8,427.75

RETURN SERVICE REQUESTED

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

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

RECEIVED AUG 20 2018 

MONROE FAMILY LTD 24958PT
PO BOX 1767 106
VALDOSTA GA 31603-1767 38300

WALTON CO. TAX COMM. 2018
303 S. HAMMOND DRIVE CO. PT.
SUITE 100 24958
MONROE, GA. 30655

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	024958	499160 010	1	MONROE WEST 2.94AC	NM06C 12	535,000
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE
COUNTY	214000		214000	.0109050	513.60	2,333.67
SCHOOL	214000		214000	.0186000		3,980.40
SCH BOND	214000		214000	.0026000		556.40
CITY TAX	214000		214000	.0052980	872.05	1,133.77
CITY BOND	214000		214000	.0019790		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

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

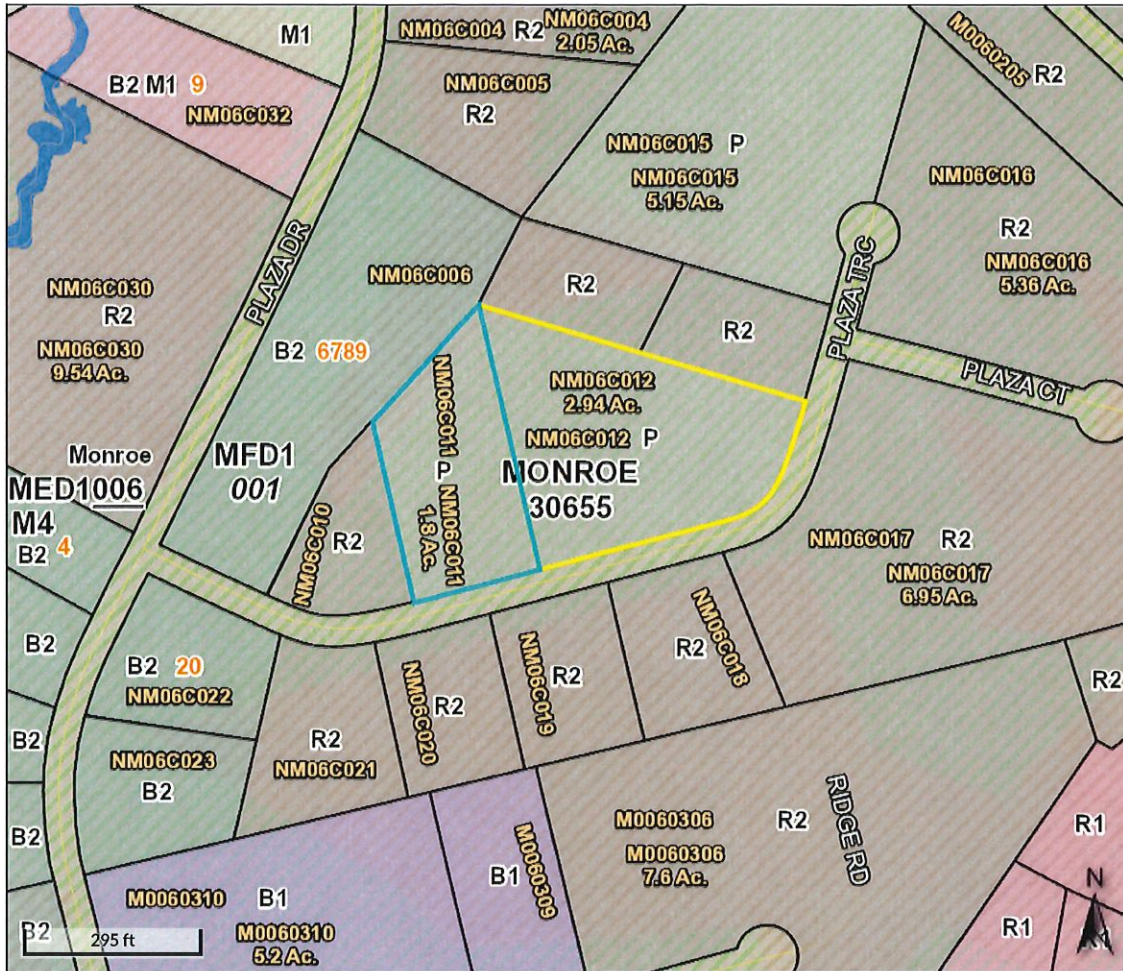
This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company. We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



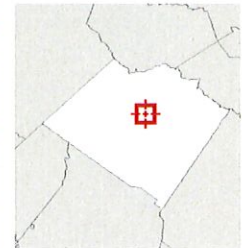
-----PLEASE READ, THIS IS AN IMPORTANT PART OF YOUR TAX BILL-----

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 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 and/or (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:	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
--	--	---------------------------



Overview



Legend

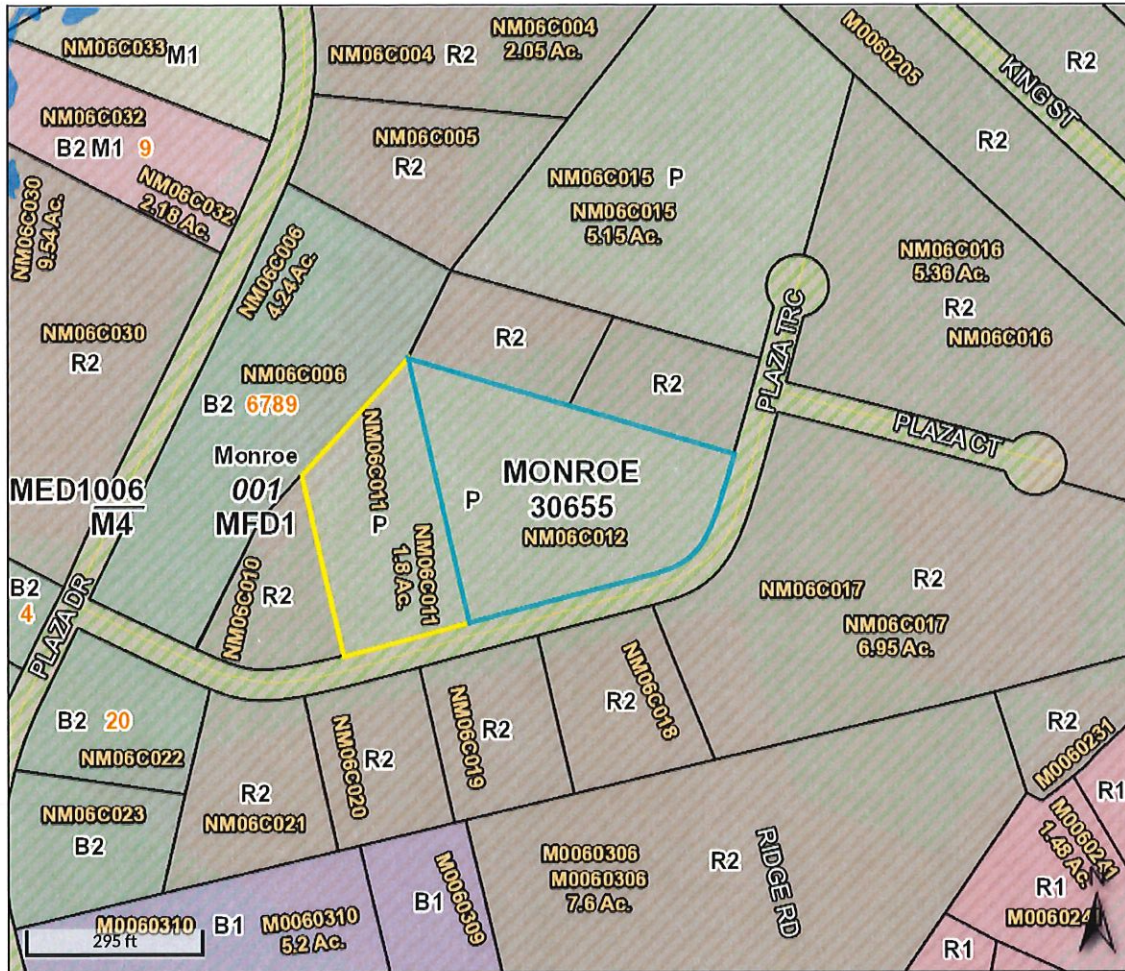
-  Parcels
-  Parcel Numbers
-  Parcel Numbers + Acreage
- Trees**
-  Estimated Agricultural Land
-  Estimated Tree Coverage

Parcel ID	NM06C011	Owner	MONROE FAMILY LTD	Last 2 Sales			
Class Code	Commercial		314 N PATTERSON ST	Date	Price	Reason	Qual
Taxing District	Monroe		VALDOSTA GA 316031761	7/18/1988	\$55000	LM	Q
	Monroe	Physical Address	143 PLAZA TRCE	n/a	0	n/a	n/a
Acres	1.8	Assessed Value	Value \$498900				

(Note: Not to be used on legal documents)

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



Developed by  Schneider GEOSPATIAL



Overview



Legend

- Parcels
- Parcel Numbers
- Parcel Numbers + Acreage
- Trees
 -  Estimated Agricultural Land
 -  Estimated Tree Coverage

Parcel ID	NM06C012	Owner	MONROE FAMILY LTD	Last 2 Sales			
Class Code	Commercial		314 N PATTERSON ST	Date	Price	Reason	Qual
Taxing District	Monroe		VALDOSTA GA 316031767	7/18/1988	\$55000	LM	Q
	Monroe	Physical Address	123 PLAZA TRCE	n/a	0	n/a	n/a
Acres	2.94	Assessed Value	Value \$535000				

(Note: Not to be used on legal documents)

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

Developed by  **Schneider**
 GEOSPATIAL

Tax Information

Print 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)

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 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

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions	
0.00	0.00	0.0000	\$498,900.00	11/15/2018	08/08/2018			
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$199,560.00	\$0.00	\$199,560.00	0.002	\$394.93	\$0.00	\$394.93
CITY TAX	\$0.00	\$199,560.00	\$0.00	\$199,560.00	0.005	\$1,870.48	-\$813.21	\$1,057.27
COUNTY	\$0.00	\$199,560.00	\$0.00	\$199,560.00	0.011	\$2,655.14	-\$478.94	\$2,176.20
SCH BOND	\$0.00	\$199,560.00	\$0.00	\$199,560.00	0.003	\$518.86	\$0.00	\$518.86
SCHOOL	\$0.00	\$199,560.00	\$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.

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

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.

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

Parcel 12

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)

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

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions	
0.00	0.00	0.0000	\$535,000.00	11/15/2018	08/08/2018			
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$214,000.00	\$0.00	\$214,000.00	0.002	\$423.51	\$0.00	\$423.51
CITY TAX	\$0.00	\$214,000.00	\$0.00	\$214,000.00	0.005	\$2,005.82	-\$872.05	\$1,133.77
COUNTY	\$0.00	\$214,000.00	\$0.00	\$214,000.00	0.011	\$2,847.27	-\$513.60	\$2,333.67
SCH BOND	\$0.00	\$214,000.00	\$0.00	\$214,000.00	0.003	\$556.40	\$0.00	\$556.40
SCHOOL	\$0.00	\$214,000.00	\$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

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.

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

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.

Current Due	\$8,427.75
Discount	\$0.00
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$8,427.75
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	11/05/2018

NOTE: Our office will not be able to process tag and title transactions after 3:00 p.m., Thursday, May 23 through Tuesday, May 28 at 12:00 p.m. in preparation for our new DRIVES system. May birthdays should plan to renew early.

Start Over (/start.html)



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	Bill #	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
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
(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/tbziyqq1S8P2)

Fax
770-267-1416

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

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

* = Required



Vesting Deeds

Ab 277/577

notice 293-235 10 277/ 577

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, 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~~ 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 18 1988
FILED 4:35pm
TIME
RECORDED JUL 19 1988
BOOK 212 PAGE
KATHY K. KEESEE
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA

WALTON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 110.00
DATE JUL 18 1988
Kathy K. Keesee
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 heirs and assigns, forever, in Fee Simple.

AND THE SAID part Y of the first part, for its successors and assigns 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 all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set its hand and seal ^{of corporate}, the day and year above written.

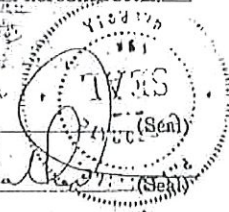
Signed, sealed and delivered in presence of:

Linda A. Peters
Notary Public

PHIJTT, INC.

BY: *David H. Hall*
President

ATTEST: *James W. Mitchell*
Secretary



Notary Public, Walton County, Georgia
My Commission Expires March 5, 1991
Executed on 1/22/88

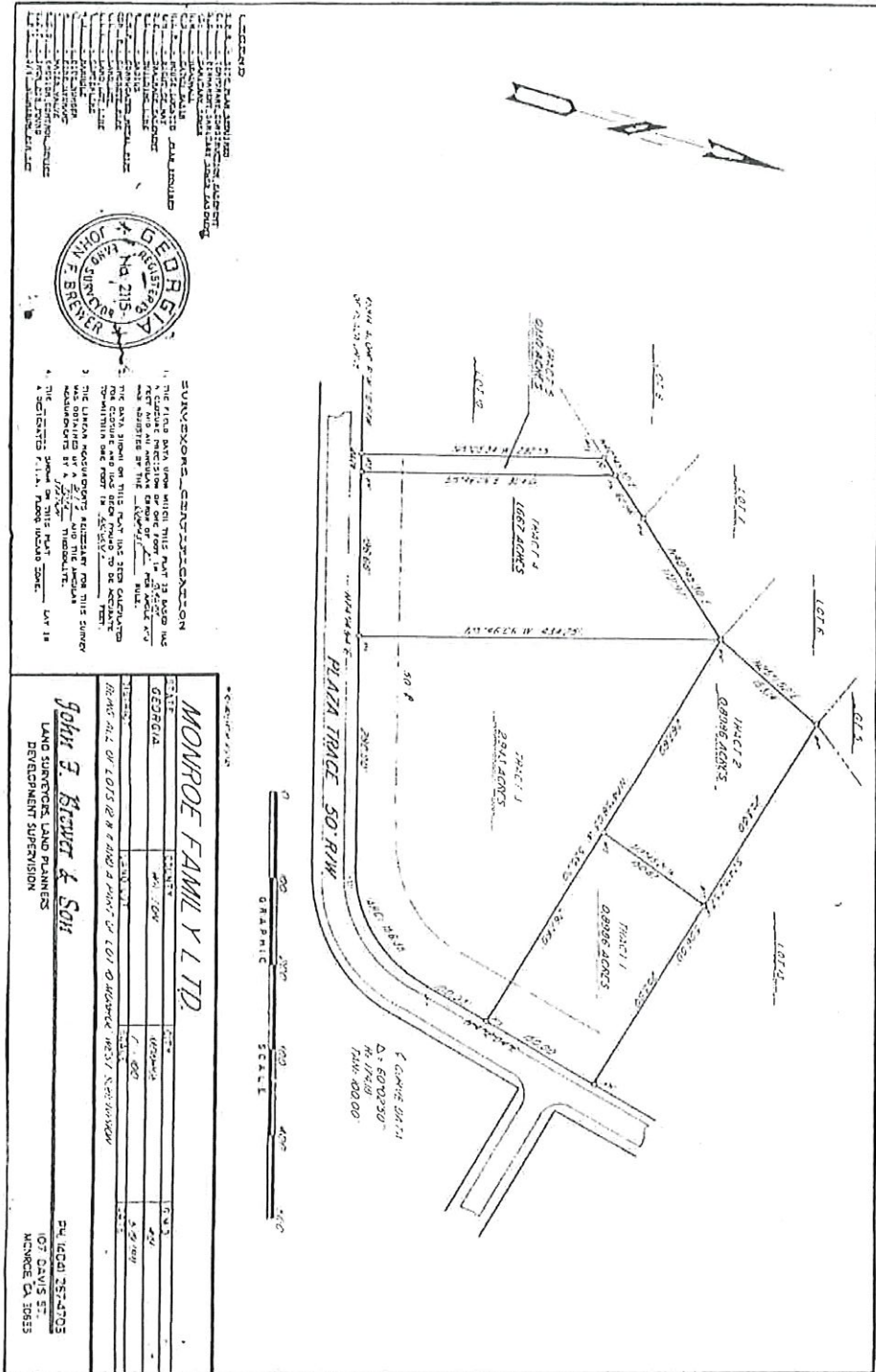
11455

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

FORM NO. 214 IVAN ALLEN CO

Exception

11



Exception

12

RIGHT OF WAY AGREEMENT

STATE OF GEORGIA

COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS; That the undersigned _____

Mrs. Paul N. Launius (hereinafter 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 CITY 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 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 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 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 8th, 1960.

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, 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 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 Grantor 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 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 Grantee 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; 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 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 lands, 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.

It is agreed that this grant 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, 28th day of June, 1963

Signed, sealed and delivered in the presence of:

Andrew Banks

H. G. Adams

Mrs. Paul Launius (SEAL)

(SEAL)

Notary Public, Walton Co., Ga.

Recorded: June 28, 1963

Frank Lou Barrett, Clerk

Exception

13

db 58/82

PARCEL NO. :
LANDS KNOWN AS

RIGHT OF WAY AGREEMENT

STATE OF GEORGIA
COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS; That the undersigned Mrs. Paul N. Launius
(hereinafter 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 CITY 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 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 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 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 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, 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 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 Grantor 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, en-
danger 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 Grantee 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; 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 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 lands, 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.

It is agreed that this grant 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 1st
day of July, 1965
Signed, sealed and delivered in the presence of:

Mrs. Paul Launius (SEAL)

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

(SEAL)

Exception

14

5/21/2019

GSCCCA.org - Image Index

db3432/159

H-1
Fedor
Cov

Deodar Properties
2409 Rehuiss Rd.
Valdosta, GA 31602
Att: Barbara Tomlinson

Deed Doc: COVE Rec# 208301
Recorded 09/26/2012 12:49PM

KATHY E. TROST IIB-3-3560
CLERK SUPERIOR COURT, WALTON COUNTY
BK 03432 Pg 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, delivered 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 by 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 and 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 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: 9/24/2012

By: *Mary T. Johnson*

Name: Mary T. Johnson

Title: President

WITNESS/ATTEST:

W. J. Foss

Barbara J. Tomlinson
NOTARY



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

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

Position 5

FILED IN OFFICE
RECORDED AUG - 9 1989
BOOK 299 PG

DEED TO SECURE DEBT FOR GEORGIA

THIS DEED TO SECURE DEBT is made and entered into by the undersigned MONROE FAMILY LTD
L.P., A GEORGIA LIMITED PARTNERSHIP

KATHY K. KEESEE
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA.

residing in LOWNDES 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
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
(CONTINUED)

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 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, 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)

- (6) 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 to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without 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.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike 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 or 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 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, selling, 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 covenants 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 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 named as Borrower be discharged in bankruptcy 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 reasonable 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 (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 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 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 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.

(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 parcels 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 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 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 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.

MONROE FAMILY, LTD., L.P., A Georgia Limited Partnership

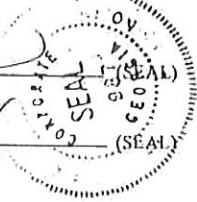
BY: MORTGAGE GROUP SOUTH CORPORATION, Only General Partner

BY: MARY T. JOHNSON, President

ATTEST: JAMES R. DEWAR, JR., Secretary

Signed, Sealed, and Delivered in the presence of:

Notary Public signature and name: Barbara W. Scarborough



Grantees Address is: Farmers Home Administration District Office 355 E. Hancock Ave., Box 1 Athens, Georgia 30601

Notary Public, Walton County, Georgia My Commission Expires March 5, 1991 Executed on 8/9/89

(CONTINUED)

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.

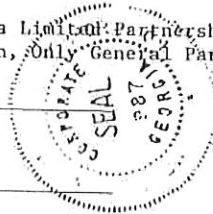
(28) This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of July 21, 1989, which is hereby incorporated herein by reference.

(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 Limited Partnership
By: Mortgage Group South Corporation, Only General Partner

BY: Mary T. Johnson
Mary T. Johnson, President

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





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

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-000024-2019

Plan Type: Rezone

Work Classification: Map Amendment

Plan Status: In Review

Apply Date: 08/07/2019

Expiration:

Location Address

143 PLAZA TRCE, MONROE, GA 30655

Contacts

Monroe Family LTD **Applicant**
 P.O. BOX 2285, Valdosta, GA 31604

Description: REQUEST FOR REZONE FROM P TO R2 - 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
Multifamily Rezone or Variance Fee	\$300.00
Total:	\$300.00

Payments	Amt Paid
Total Fees	\$300.00
Credit Card	\$300.00
Amount Due:	\$0.00

Condition Name Description Comments

Public Adkins

Issued By:

[Signature]

Plan_Signature_1

Plan_Signature_2

August 07, 2019

Date

Aug. 7-19

Date

Date

REZONE APPLICATION FORM

PERMIT NUMBER 0800 143

I. LOCATION ~~#13~~ PLAZA TRACE

COUNCIL DISTRICT 3 & 7

MAPNUMBER NM06C A

PARCEL NUMBER 11

II. PRESENT ZONING P REQUESTED ZONING R-2 MULTI-FAMILY

III. ACREAGE 1.8AC PROPOSED USE EXISTING MULTI-FAMILY

IV. OWNER OF RECORD MONROE FAMILY LTD

ADDRESS 314 N. PATTERSON ST. WATSONIA MO. 64578

PHONE NUMBER 229-242-7759

The following 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 DIRECTLY ACROSS FROM SUBJECT PROPERTY ARE CURRENTLY ZONED R-2. THERE ARE 3 M/F PROPERTIES WITHIN 1/4 MILE OF SUBJECT PROPERTY.

2. Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification N/A

3. The existing value of the property contained in the petition for rezoning under the existing zoning classification \$498,900 PER 2018 AD VALOREM TAX NOTICE, WATSON COUNTY - SEE ATTACHED

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

EXISTING MULTI-FAMILY PROPERTY SINCE 1989

6. A description of the suitability of the subject property under the proposed zoning classification of the property

EXISTING MULTI-FAMILY PROPERTY SINCE 1989

7. A description of any existing use of property including a description of all structures presently occupying the property EXISTING 48 UNITS MULTI-FAMILY RESIDENTIAL
8. The length of time the property has been vacant or unused as currently zoned N/A
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 N/A

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 ATTACHED.

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 T. Johnson
Address 314 N. Patterson St, Valdosta, GA 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 L.P. for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Livia Okuma Tatum _____ 8/7/2019 (Date)

My Commission Expires July 23, 2020 _____



What method of sewage disposal is planned for the subject property?

EXISTING Sanitary Sewer Septic Tank

The following information must be included in the application material requesting an annexation or zoning change from P to R-2 located at 686 PLAZA TRACE, containing 1.8 acre(s), property owner being MONROE FAMILY LTD filed on 8-7-19.

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 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:

For any application for P, B-1, B-2, B-3 or M-1 districts the site plan shall identify: (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

For any application 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
- ___ yes no 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 applicant requesting consideration of a variance to any provision of the zoning ordinance as shown on the required 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 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 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.
- ___ 6. 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 Application

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

REZONE APPLICATION ATTACHMENTS
COUNTRY GROVE APPTS
686 PLAZA TRACE
MONROE



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,

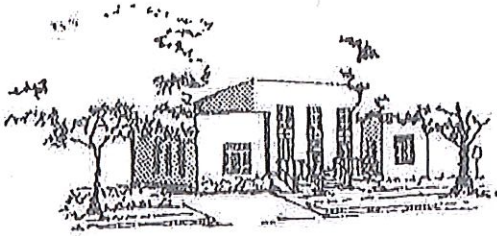
Per your request for a Zoning Verification for the properties at map and parcels NM06C11 and NM06C12, both of the parcels mentioned are zoned "P" for professional and the use of apartments on these parcels are an existing non-conforming use.

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:

1. Number of units per acre - 13 per acre
2. Set Backs - 25' from r/w
3. 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

BILL NUMB. 2018 24957
ACCT NUMB. 499140 010
TAXPAYER MONROE FAMILY LTD
MAP NUMBER NM06C 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

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

RECEIVED AUG 20 2018

MONROE FAMILY LTD 24957PT
PO BOX 1767 106
VALDOSTA GA 31603-1767 38299

WALTON CO. TAX COMM. 2018
303 S. HAMMOND DRIVE CO. PT.
SUITE 100 24957
MONROE, GA. 30655

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	199560		199560	.0109050	478.94	2,176.20	
SCHOOL	199560		199560	.0186000		3,711.82	
SCH BOND	199560		199560	.0026000		518.86	
CITY TAX	199560		199560	.0052980	813.21	1,057.27	
CITY BOND	199560		199560	.0019790		394.93	

TOTAL SCHOOL TAXES 4,230.68
TOTAL COUNTY TAXES 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.



-----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 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 and/or (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:

LOCAL TAX LEVY:	
Mill rate required to produce local budget	22.670
Reduction in mill rate due to rollback to taxpayers of sales tax proceeds this previous year	6.475
Actual mill rate set by local officials	16.203

2018 ADVALOREM TAX NOTICE FOR THE COUNTY OF WALTON

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

BILL NUMB. 2018 24958
ACCT NUMB. 499160 010
TAXPAYER MONROE FAMILY LTD
MAP NUMBER NM06C 12
LEGAL DESC MONROE WEST 2.94AC
LOCATION 123 PLAZA TRACE
CURRENT YEAR TAXES 8,427.75

RETURN SERVICE REQUESTED

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

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

RECEIVED AUG 20 2018 *BS.*

MONROE FAMILY LTD 24958PT
PO BOX 1767 106
VALDOSTA GA 31603-1767 38300

WALTON CO. TAX COMM. 2018
303 S. HAMMOND DRIVE CO. PT.
SUITE 100 24958
MONROE, GA. 30655

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	024958	499160 010	1	MONROE WEST 2.94AC	NM06C	12	535,000
TAXING ENTITY	ASSESSMENT	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	CREDITS	TAXES DUE	
COUNTY	214000		214000	.0109050	513.60	2,333.67	
SCHOOL	214000		214000	.0186000		3,980.40	
SCH BOND	214000		214000	.0026000		556.40	
CITY TAX	214000		214000	.0052980	872.05	1,133.77	
CITY BOND	214000		214000	.0019790		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

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

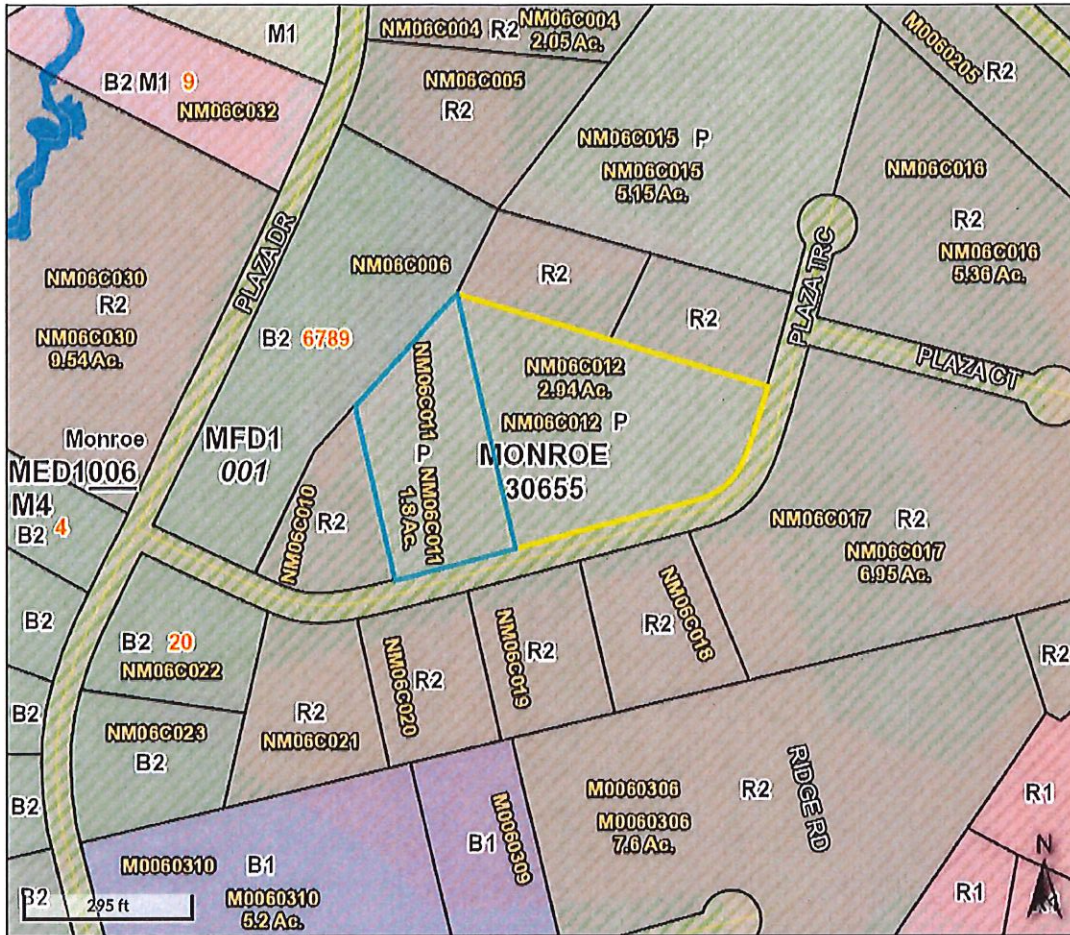
This bill is not sent to your mortgage company. If you have an escrow account, please forward a copy to your mortgage company. We encourage you to pay by mail, on the web at www.waltoncountypay.com or by phone 800.279.7450.



-----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 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 and/or (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:	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
--	--	---------------------------



Overview



Legend

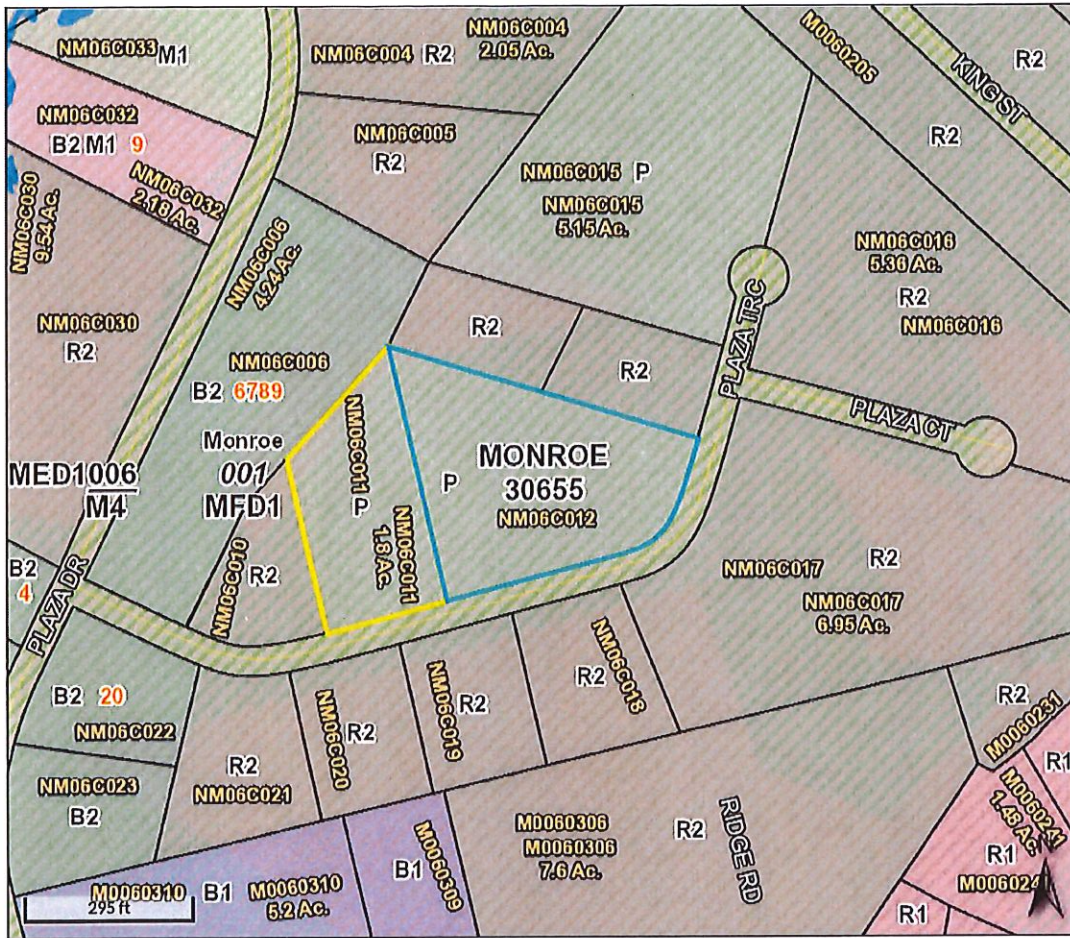
-  Parcels
-  Parcel Numbers
-  Parcel Numbers + Acreage
- Trees**
-  Estimated Agricultural Land
-  Estimated Tree Coverage



Parcel ID	NM06C011	Owner	MONROE FAMILY LTD	Last 2 Sales			
Class Code	Commercial		314 N PATTERSON ST	Date	Price	Reason	Qual
Taxing District	Monroe		VALDOSTA GA 316031761	7/18/1988	\$55000	LM	Q
	Monroe	Physical Address	143 PLAZA TRCE	n/a	0	n/a	n/a
Acres	1.8	Assessed Value	Value \$498900				

(Note: Not to be used on legal documents)

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

Developed by  **Schneider**
 GEOSPATIAL



- Legend**
- Parcels
 - Parcel Numbers
 - Parcel Numbers + Acreage
 - Trees**
 -  Estimated Agricultural Land
 -  Estimated Tree Coverage

Parcel ID	NM06C012	Owner	MONROE FAMILY LTD	Last 2 Sales			
Class Code	Commercial		314 N PATTERSON ST	Date	Price	Reason	Qual
Taxing District	Monroe		VALDOSTA GA 316031767	7/18/1988	\$55000	LM	Q
	Monroe	Physical Address	123 PLAZA TRCE	n/a	0	n/a	n/a
Acres	2.94	Assessed Value	Value \$535000				

(Note: Not to be used on legal documents)

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

Developed by  **Schneider**
 GEOSPATIAL

Tax Information

Parcel 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)

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 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

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions	
0.00	0.00	0.0000	\$498,900.00	11/15/2018	08/08/2018			
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$199,560.00	\$0.00	\$199,560.00	0.002	\$394.93	\$0.00	\$394.93
CITY TAX	\$0.00	\$199,560.00	\$0.00	\$199,560.00	0.005	\$1,870.48	-\$813.21	\$1,057.27
COUNTY	\$0.00	\$199,560.00	\$0.00	\$199,560.00	0.011	\$2,655.14	-\$478.94	\$2,176.20
SCH BOND	\$0.00	\$199,560.00	\$0.00	\$199,560.00	0.003	\$518.86	\$0.00	\$518.86
SCHOOL	\$0.00	\$199,560.00	\$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.

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

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.

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

Parcel 112

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)

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

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions	
0.00	0.00	0.0000	\$535,000.00	11/15/2018	08/08/2018			
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CITY BOND	\$0.00	\$214,000.00	\$0.00	\$214,000.00	0.002	\$423.51	\$0.00	\$423.51
CITY TAX	\$0.00	\$214,000.00	\$0.00	\$214,000.00	0.005	\$2,005.82	-\$872.05	\$1,133.77
COUNTY	\$0.00	\$214,000.00	\$0.00	\$214,000.00	0.011	\$2,847.27	-\$513.60	\$2,333.67
SCH BOND	\$0.00	\$214,000.00	\$0.00	\$214,000.00	0.003	\$556.40	\$0.00	\$556.40
SCHOOL	\$0.00	\$214,000.00	\$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

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.

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

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 Assessor's office at 770-267-1352.

Current Due	\$8,427.75
Discount	\$0.00
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$8,427.75
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	11/05/2018

NOTE: Our office will not be able to process tag and title transactions after 3:00 p.m., Thursday, May 23 through Tuesday, May 28 at 12:00 p.m. in preparation for our new DRIVES system. May birthdays should plan to renew early.

[Start Over \(/start.html\)](#)

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	Bill #	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
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=9157652D373846G840287673Q20)	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
(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/Abzlyqq1S8P2>)

Fax
770-267-1416

Phone
Tag: 770-267-1395
Tax: 770-266-1736

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

* = Required



Vesting Deeds

dy 271/577

noticed 293-235-10 271/ 577

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, ha... granted, bargained, sold and conveyed, and by these presents do... grant, bargain, sell and convey unto the said part Y of the second part, its successors here 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 18 1988
FILED 4:35pm
TIME 4:35pm
RECORDED JUL 19 1988
BOOK 272 PAGE 272
KATHY K. KEESSE
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA

WALTON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 110.00
DATE JUL 18 1988
Kathy K. Keesse
CLERK OF SUPERIOR COURT

(CONTINUED)

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 heirs and assigns, forever, in Fee Simple.

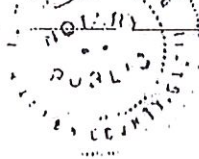
AND THE SAID part Y of the first part, for its successors and assigns heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said part Y of the second part, its heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in presence of:

Linda A. Peters
Notary Public

Notary Public

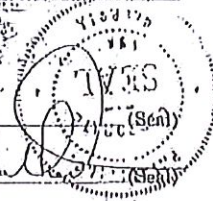


Notary Public, Walton County, Georgia
My Commission Expires March 5, 1991
Executed on 7/12/88

PHIJTT, INC.

BY *David R. Pitt*
President

ATTEST: *Samuel W. Mitchell*
Secretary



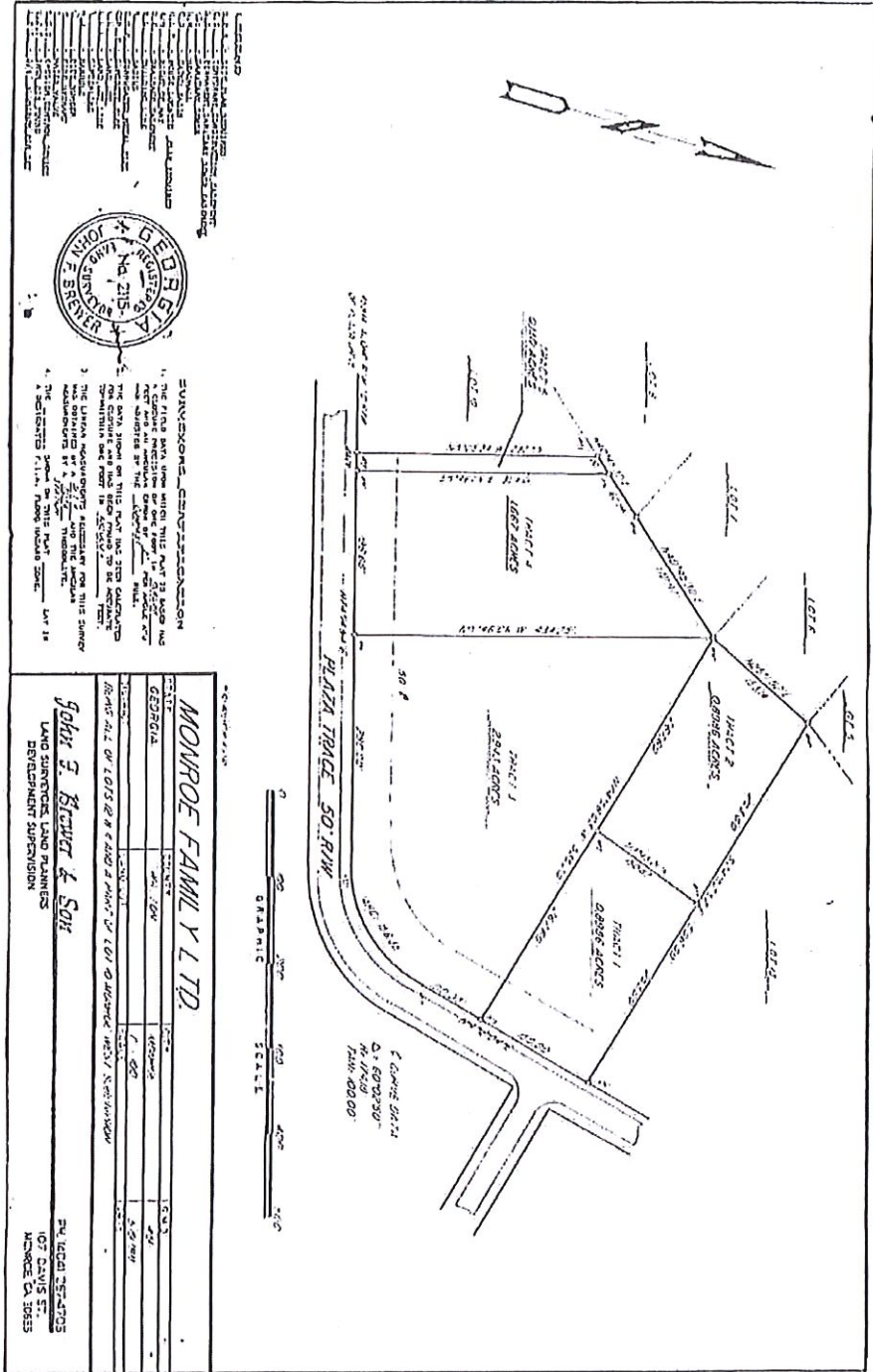
11450

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

FORM NO. 214 JUAN ALLEN CO

Exception

11



17

Exception

12

RIGHT OF WAY AGREEMENT

STATE OF GEORGIA

COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS; That the undersigned _____

Mrs. Paul N. Launius (hereinafter 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 CITY 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 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 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 Colored Housing Project, a gully, and Erastus Gulbreath, 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 8th, 1960.

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, 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 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 Grantor 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 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 Grantor 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; 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 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 lands, but no change in ownership of said lands shall be binding upon Grantee until the moment 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 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 28th

day of June, 1963

Signed, sealed and delivered in the presence of:

Andrew Banks _____

H. G. Adams _____

Notary Public, Walton Co., Ga.

Mrs. Paul Launius _____ (SEAL)

_____ (SEAL)

Recorded: June 28, 1963

Emile Lee Usatay, Clerk

Exception

13

db 58/82

PARCEL NO. :
LANDS KNOWN AS ..

RIGHT OF WAY AGREEMENT

STATE OF GEORGIA

COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS; That the undersigned Mrs. Paul N. Launius
(hereinafter called Grantor whether one or more) for and in
Consideration of One Dollar (\$1.00) cash in hand, receipt of which is
heroby acknowledged, does hereby grant, bargain, sell and convey unto CITY 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 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 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 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 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, 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 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 Grantor 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, en-
danger 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 Grantee 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; 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 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 lands, 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.

It is agreed that this grant 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 1st
day of July, 1965

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

 (SEAL)

Louise D. McKissack

Notary Public, Walton Co., Ga.

Recorded: JULY 1, 1965 79

Exception

14

5/21/2019

Handwritten: 1/10 Federal Ex

Handwritten: Deodar Properties
2409 Richards Rd.
Valdosta, GA 31605
19th: Barbara Tomlinson

GSCCCA.org - Image Index



Deed Doc: COVE Rec#: 200801
Recorded 09/26/2012 12:49PM

Handwritten: db3432/159

KATHY K. TROST HB-3-3560
CLERK SUPERIOR COURT, WALTON COUNTY
bk 03432 Pg 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, delivered 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 by 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 and 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 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: 9/24/2012

By: Mary T. Johnson

Name: Mary T. Johnson

Title: President

WITNESS/ATTEST:

W. J. Foss
Barbara J. Henderson
NOTARY



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

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

Position 5

FILED IN OFFICE
RECORDED AUG - 9 1989
BOOK 299 PG

DEED TO SECURE DEBT FOR GEORGIA

THIS DEED TO SECURE DEBT is made and entered into by the undersigned MONROE FAMILY, LTD.
L.P., A GEORGIA LIMITED PARTNERSHIP

KATHY K. REESE
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA.

residing in LOWNDES 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
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"
(CONTINUED) 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 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, 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)

- (6) 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 to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without 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.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike 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 or 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 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, selling, 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 mortgage 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 covenants 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 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 named as Borrower be discharged in bankruptcy 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 reasonable 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 (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 the benefit of any such State laws.

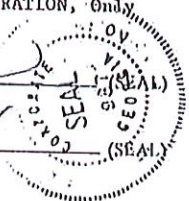
(CONTINUED)

- (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 erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart C, 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).
 - (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 parcels 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 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 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 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.

MONROE FAMILY, LTD., L.P., A Georgia Limited Partnership
 BY: MORTGAGE GROUP SOUTH CORPORATION, Only General Partner
 BY: Mary S. Johnson
 MARY S. JOHNSON, President
 ATTEST: James R. Dewar, Jr.
 JAMES R. DEWAR, JR., Secretary

Signed, Sealed, and Delivered in the presence of:
 NOTARY PUBLIC
Robert W. Scarborough
James R. Dewar, Jr.
 (Notary Public)



Grantees Address is: Farmers Home Administration
 District Office
 355 E. Hancock Ave., Box 1
 Athens, Georgia 30601

Notary Public, Walton County, Georgia
 My Commission Expires March 5, 1991
 Executed on 8/9/89

(CONTINUED)

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.

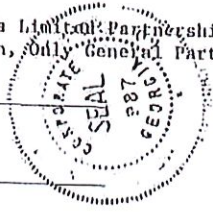
(28) This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of July 21, 1989, which is hereby incorporated herein by reference.

(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 Limited Partnership
By: Mortgage Group South Corporation, Only General Partner

BY: *Mary T. Johnson*
Mary T. Johnson, President

ATTEST: *James R. Dewar, Jr.*
James R. Dewar, Jr., Secretary





To: Planning and Zoning / City Council
From: Patrick Kelley
Department: Planning, Zoning, Code and Development
Date: 08-23-19
Description: Certificate of Appropriateness request 2130 West Spring St.

Budget Account/Project Name: NA

Funding Source: 2019 NA

Budget Allocation: NA

Budget Available: NA

Requested Expense: \$NA **Company of Purchase:** NA

Recommendation: *Table or deny pending requested information regarding landscaping plan, pervious paver infiltration data for claimed reduction, irrigation plan and tenant information for calculation of parking required and allowed. If provided prior to the meeting approve or deny based on the information if complete.*

Background: This is an outparcel near the Home Depot development to the east of Arby's which fronts on W. Spring St.

The owner wishes to build a 7500Square foot retail strip center.

Attachment(s):



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

Plan Report

Plan NO.: PCOM-000026-2019

Plan Type: Planning Commission

Work Classification: Certificate of Appropriateness

Plan Status: In Review

Apply Date: 08/14/2019

Expiration:

Location Address

2130 W SPRING ST, MONROE, GA 30655

Contacts

SOUTHBOUND MONROE, LLC **Applicant**
 300 GALLERIA PKW 12TH FLOOR, ATLANTA, GA 30339

Description: REQUEST FOR COA FOR NEW BUILDING - P&Z MTG 9/17/19 @ 5:30 PM 215 N BROAD ST

Valuation: \$0.00
 Total Sq Feet: 0.00

Fees	Amount
Planning Commission Regular Meeting (COA)	\$50.00
Total:	\$50.00

Payments	Amt Paid
Total Fees	\$50.00
Check # 1009	\$50.00
Amount Due:	\$0.00

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

Debbie Adkinson

Issued By: Debbie Adkinson

August 14, 2019

Date

Plan_Signature_1

Date

Plan_Signature_2

Date

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
MONROE PLANNING COMMISSION

Please read the Zoning Ordinance (Corridor Sections 643-1 through 643A.6). In addition, please consult with the Code Office to determine if any other Monroe ordinances apply, and if applicable, read those ordinances.

DATE: 8/7/2019

APPLICANT: Southbound Monroe, LLC

APPLICANT'S ADDRESS: 300 Galleria Pkwy 12th Floor Atlanta, GA 30339

TELEPHONE NUMBER: 404-987-2402

PROPERTY OWNER: Southbound Monroe, LLC

OWNER'S ADDRESS: 300 Galleria Pkwy 12th Floor Atlanta, GA 30339

TELEPHONE NUMBER: 404-987-2402

PROJECT ADDRESS: 2130 West Spring Street Monroe, GA

Brief description of project: 7,500 square foot retail strip center with 4 tenants.

(Continue on separate sheet, if necessary.)

Attach photograph(s) of existing condition of property necessary to show all areas affected.

Attach plans, sketches, drawings, and diagrams of the project and detail the materials that will be used.

5. The erection, alteration, restoration, or removal of any building or other structure within a corridor district, including walls, fences, steps and pavements, or other appurtenant features.

[Sec 643.4(4) (a)]

“Exterior architectural features” means the architectural style, general design, and general arrangement of the exterior of a building or other structure, including but not limited to, the kind or texture of the building material and the type and style of all windows, doors, signs, and other appurtenant architectural fixtures, features, details, or elements relative to the foregoing [Sec. 210(65)].

“Landscaping/landscape area” means a portion of lot or land area, either natural or modified for aesthetic or functional purposes through grading and planting, consisting of vegetation including but not limited to trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch and other similar materials. [Sec. 210(86)].

Ordinary maintenance or repair of any exterior architectural feature in or on a corridor property that does not involve a material change in design, material, or outer appearance is excluded from review. [Sec. 643.4(3) (b)]

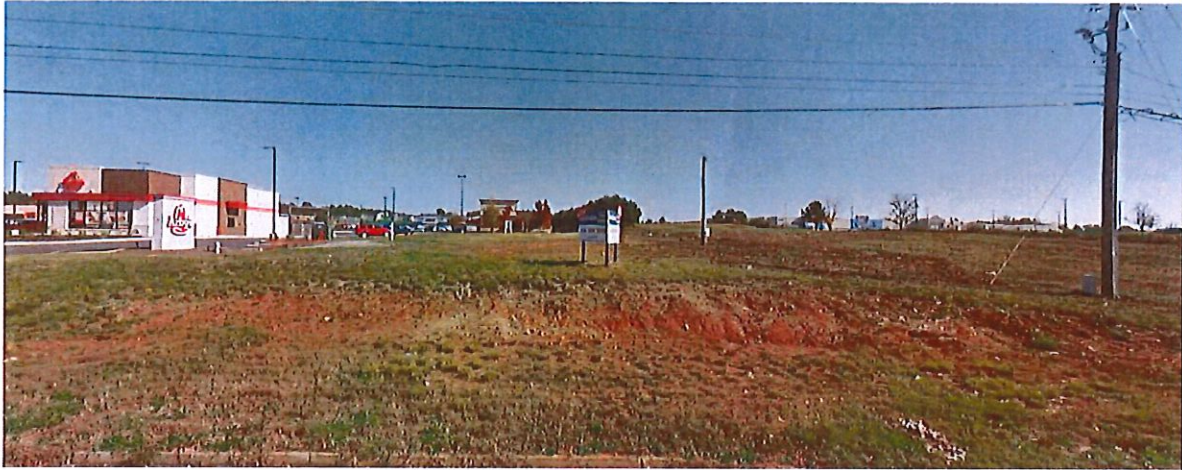
Michael Birnbrey

Applicant

Date: 8/7/2019

Effective July 1, 2014

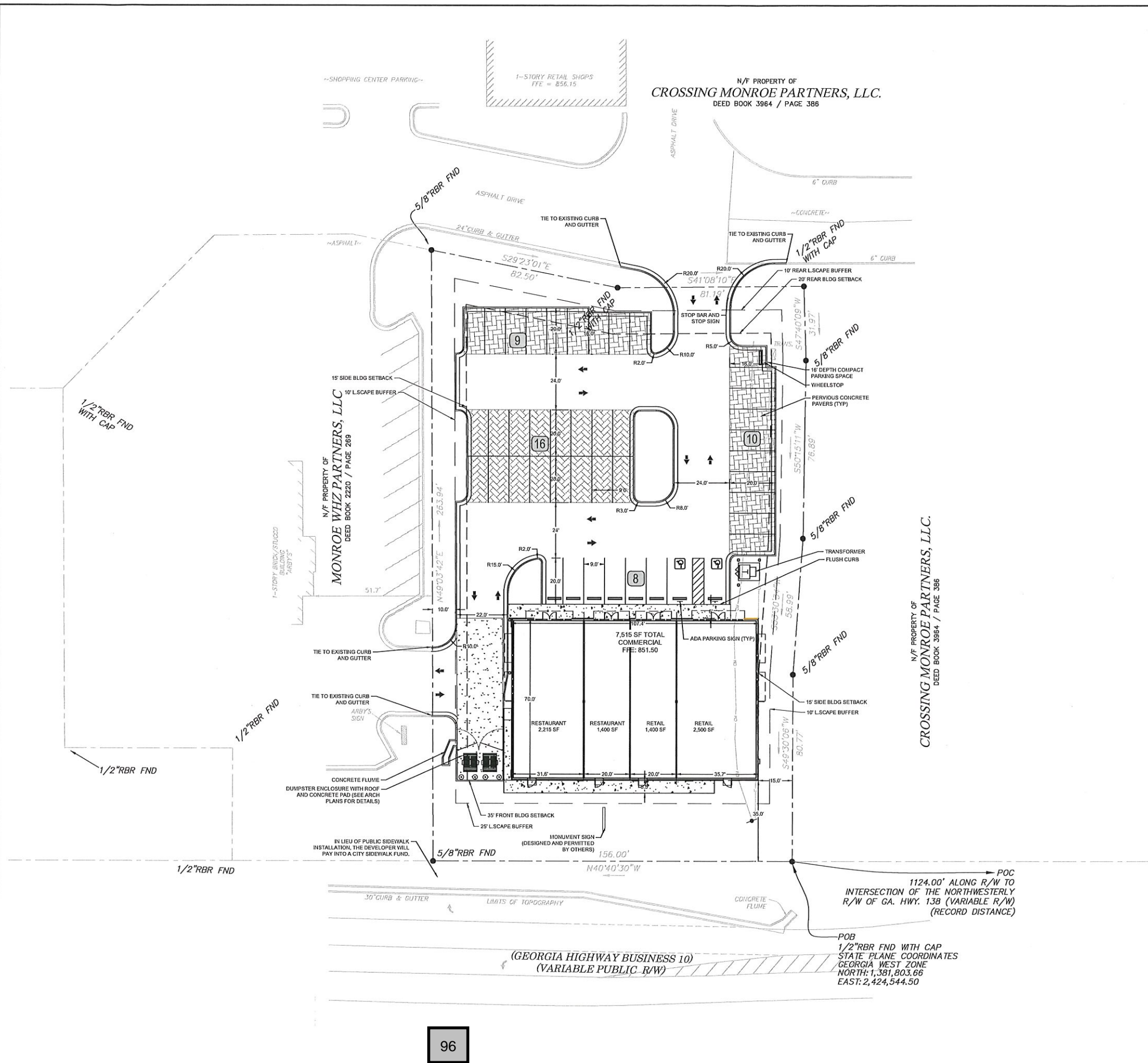
View from West Spring St



View from back of Property



Drawing name: K:\ATL_Civil\014023009_Monroe_GACAD\PlumSheets\C2-00 - SITE PLAN.dwg C2-00 SITE PLAN Aug 05, 2019 7:37pm by: david.woodson



SITE NOTES:

- | | |
|------------|-------------------------------|
| ZONING: | B-3 - HIGHWAY COMMERCIAL |
| OVERLAY: | CDO (CORRIDOR DESIGN OVERLAY) |
| SITE AREA: | 0.92 ACRES |
-
- | | |
|----------------------|-----------------|
| LOT COVERAGE | |
| TOTAL | 40,191 SF |
| IMPERVIOUS | 23,606 SF (59%) |
| PERVIOUS | 16,585 SF (41%) |
| PAVERS | 6,246 SF |
| PAVER ADJUSTED (50%) | 3,123 SF |
| LANDSCAPE | 13,462 SF |
-
- | | | |
|-------------------|-------------|-------|
| BUILDING SETBACK: | FRONT YARD: | 35 FT |
| | SIDE YARD: | 15 FT |
| | REAR YARD: | 20 FT |
-
- | | | |
|-------------------|-------|-------|
| LANDSCAPE BUFFER: | FRONT | 25 FT |
| | SIDE | 10 FT |
| | REAR | 10 FT |
- THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY ARIE KOHN ARCHITECTS DATED 5/8/19 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
 - ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
 - ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
 - REFERENCE LANDSCAPE PLANS FOR ALL LANDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.

SITE PLAN LEGEND:

- PROPERTY LINE
- BUILDING SETBACK LINE
- LANDSCAPE BUFFER LINE
- STANDARD DUTY CONCRETE SIDEWALK
- STANDARD DUTY PAVEMENT
- HEAVY DUTY CONCRETE HATCH
- CONCRETE PERVIOUS PAVERS
- PARKING COUNT

PARKING SUMMARY:

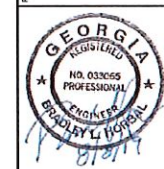
PROPOSED USE:	
RETAIL	3,900 SF
RESTAURANT	3,400 SF
PARKING PROVIDED:	
STANDARD	43 TOTAL SPACES
ADA	2 SPACES

Kimley»Horn
 PREPARED BY
 2810 KIMLEY-HORN AND ASSOCIATES, INC.
 3830 EAST JONES BRIDGE ROAD, SUITE 350
 PEACHTREE CITY, GEORGIA 30082
 TEL: (404) 987-1700
 WWW.KIMLEY-HORN.COM

SOUTHBOUND DEVELOPMENT GROUP
 PREPARED FOR
 3542 VANET ROAD,
 ATLANTA, GA 30341
 PHONE: (404) 987-2402

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

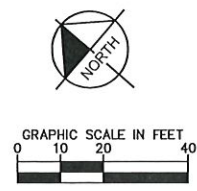
PROJECT
 SPRING STREET EXCHANGE
 MONROE OUTPARCEL
 2130 WEST SPRING STREET, MONROE, GA 30666
 LAND LOT 6, 3 DISTRICT



GSWCC NO. (LEVEL II)	0000022363
DRAWN BY	DEW
DESIGNED BY	RWB
REVIEWED BY	BLH
DATE	08/08/2019
PROJECT NO.	014023009

TITLE
 SITE PLAN
SHEET NUMBER
 C2-00

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



This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

DATE	RELEASE
08.13.2019	PROPOSED EXTERIOR ELEVATIONS

CHECKED BY: AK
 DRAWN BY: CY/GWA

NOTE:
 THESE DRAWINGS ARE THE PROPERTY OF ARIE KOHN ARCHITECTS, P.C. AND SHALL NOT BE USED, REPRODUCED, AND/OR MODIFIED WITHOUT WRITTEN CONSENT FROM ARIE KOHN ARCHITECTS, P.C.

DRAWINGS FOR:
SOUTHBOUND DEVELOPMENT GROUP
MIKE BIRNBREY
300 GALLERIA PARKWAY
12TH FLOOR
ATLANTA, GA 30339
404.987.2402

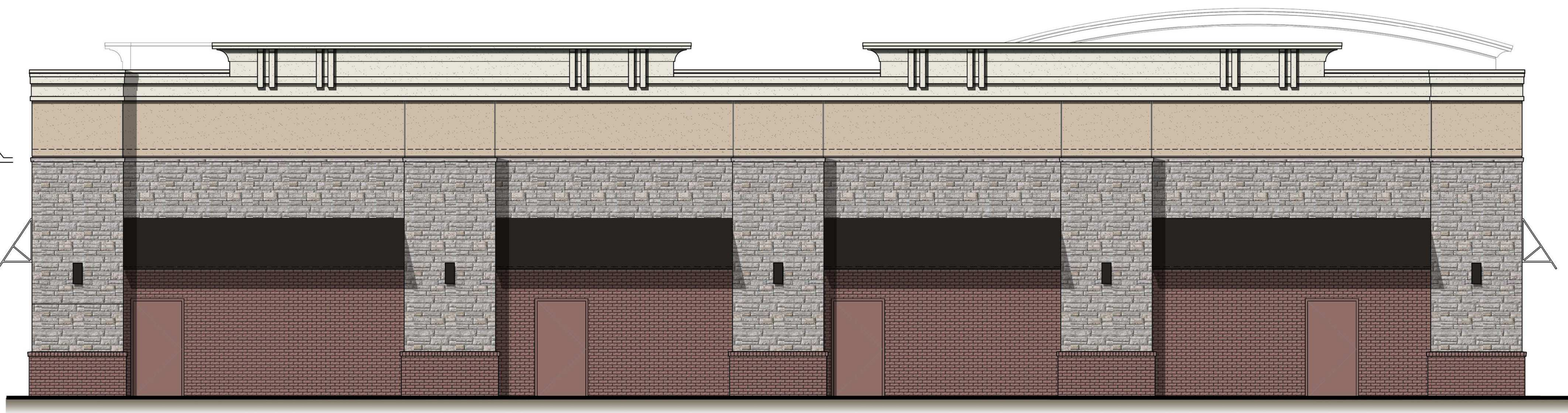
ARIE KOHN ARCHITECTS, PC
 74 WOODSTOCK ROAD, ROSWELL, GA. 30075
 TEL. (770) 642-9030 FAX. (770) 642-3755
 EMAIL: arie@kohnarch.com

PROJECT: 01814
 DATE: 08.07.2019

2130 WEST SPRING ST.
 MONROE, GA 30656

RETAIL
NEW CONSTRUCTION
A-3.0

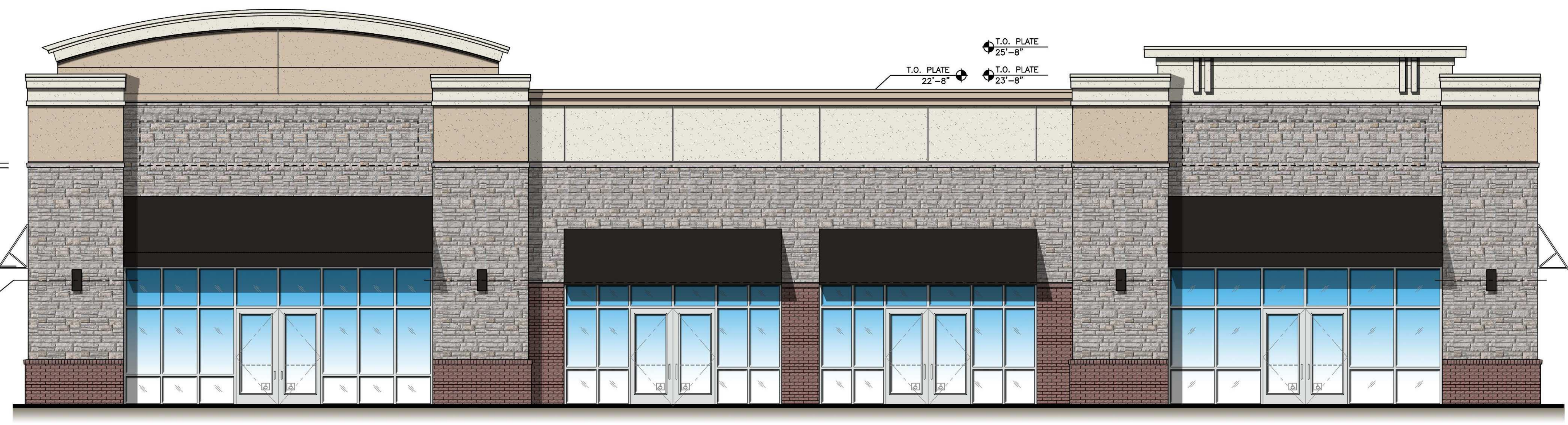
- ◆ T.O. PLATE
25'-8"
- ◆ T.O. PLATE
23'-8"
- ◆ T.O. SILL
17'-4"
- ◆ T.O. STONE PILASTER
17'-0"
- ◆ T.O. BRICK SILL
9'-6"
- ◆ B.O. REAR CANOPY
9'-4"
- ◆ T.O. SILL
3'-4"
- ◆ T.O. BLOCK
3'-0"
- ◆ T.O. SLAB
0'-0"



2 REAR ELEVATION
 SCALE: 1/4" = 1'-0"

- ◆ T.O. ARCH
VARIES, 28'-2"
● CENTER
- ◆ T.O. PLATE
23'-8"
- ◆ T.O. SILL
17'-4"
- ◆ T.O. STONE PILASTER
17'-0"
- ◆ B.O. CANOPY/
T.O. STOREFRONT
10'-0"
- ◆ CENTER OF LIGHT
FIXTURES
9'-0"
- ◆ T.O. SILL
3'-4"
- ◆ T.O. SLAB
0'-0"

- ◆ T.O. PLATE
25'-8"
- ◆ T.O. PLATE
22'-8"
- ◆ T.O. PLATE
23'-8"



1 FRONT ELEVATION
 SCALE: 1/4" = 1'-0"

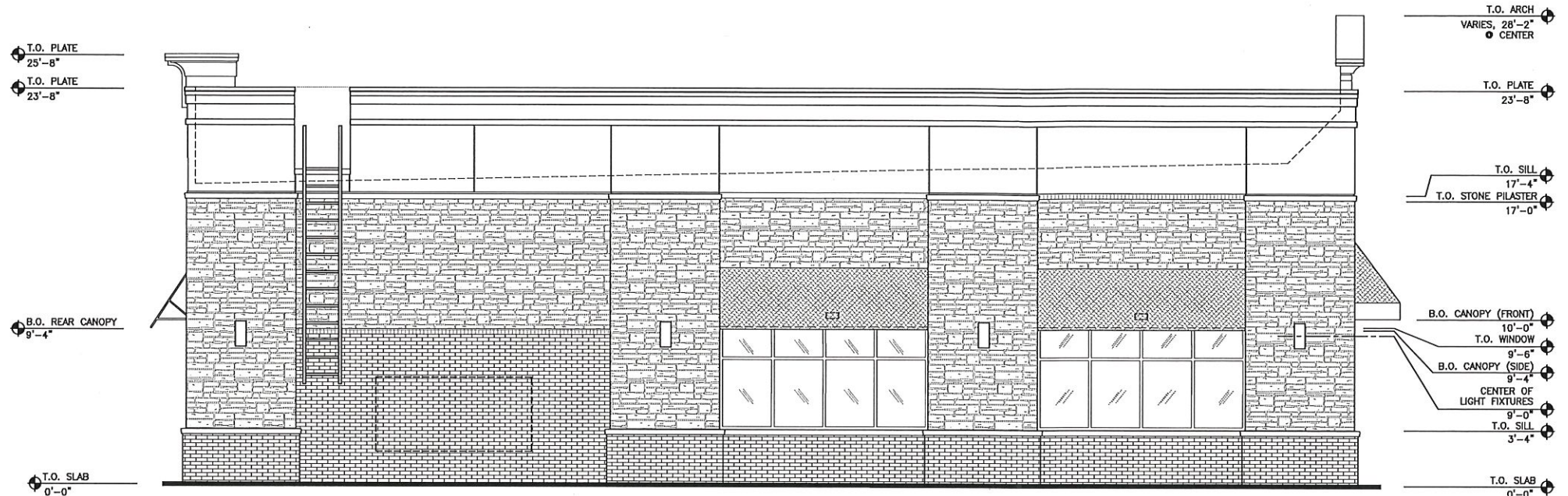
01814

DATE	RELEASE
08.13.2019	PROPOSED EXTERIOR ELEVATIONS

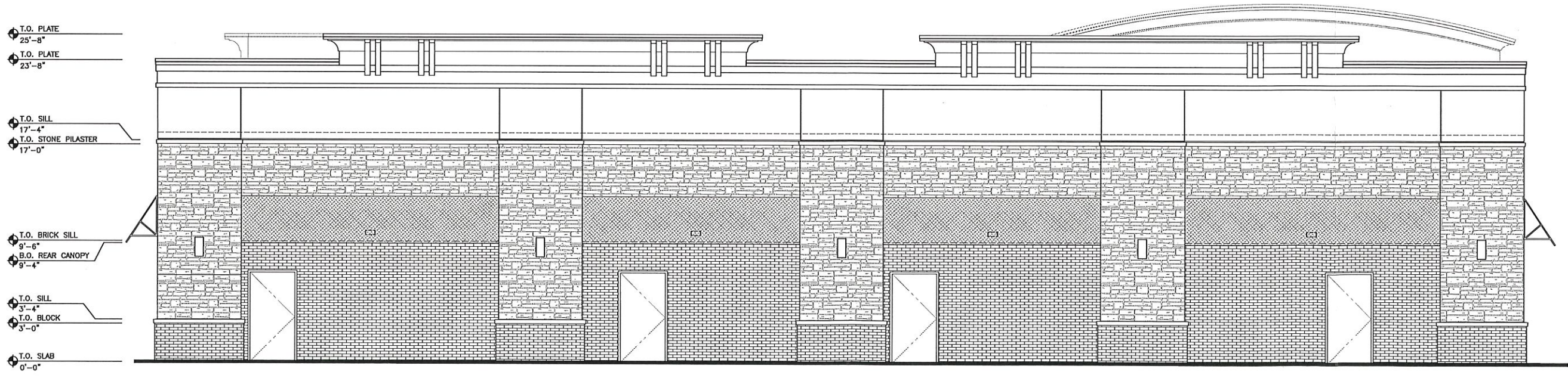
CHECKED BY: AK
DRAWN BY: CY/GWA

NOTE:
THESE DRAWINGS ARE THE PROPERTY OF ARIE KOHN ARCHITECTS, P.C. AND SHALL NOT BE USED, REPRODUCED, AND/OR MODIFIED WITHOUT WRITTEN CONSENT FROM ARIE KOHN ARCHITECTS, P.C.

DRAWINGS FOR:
 SOUTHBOUND DEVELOPMENT GROUP
 MIKE BIRNBREY
 300 GALLERIA PARKWAY
 12TH FLOOR
 ATLANTA, GA 30339
 404.987.2402



2 LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1 REAR ELEVATION
SCALE: 1/4" = 1'-0"

ARIE KOHN ARCHITECTS, P.C.
 74 WOODSTOCK ROAD, ROSWELL, GA. 30075
 TEL: (770) 642-9030 FAX: (770) 642-3755
 EMAIL: arie@akohinarch.com



PROJECT: 01814
DATE: 08.07.2019
RETAIL
NEW CONSTRUCTION
A-3.1

01814 - MONROE GA

DATE	RELEASE
08.13.2019	PROPOSED EXTERIOR ELEVATIONS

CHECKED BY: AK
DRAWN BY: CY/GWA

NOTE: THESE DRAWINGS ARE THE PROPERTY OF ARE KOHN ARCHITECTS, P.C. AND SHALL NOT BE USED, REPRODUCED, AND/OR MODIFIED WITHOUT WRITTEN CONSENT FROM ARE KOHN ARCHITECTS, P.C.

DRAWINGS FOR:
SOUTHBOND DEVELOPMENT GROUP
MIKE BIRNBREY
300 GALLERIA PARKWAY
12TH FLOOR
ATLANTA, GA 30339
404.987.2402

ARE KOHN ARCHITECTS, P.C.
74 WOODSTOCK ROAD, ROSWELL, GA. 30075
TEL. (770) 642-9930 FAX. (770) 642-3755
EMAIL: are@akohmarch.com

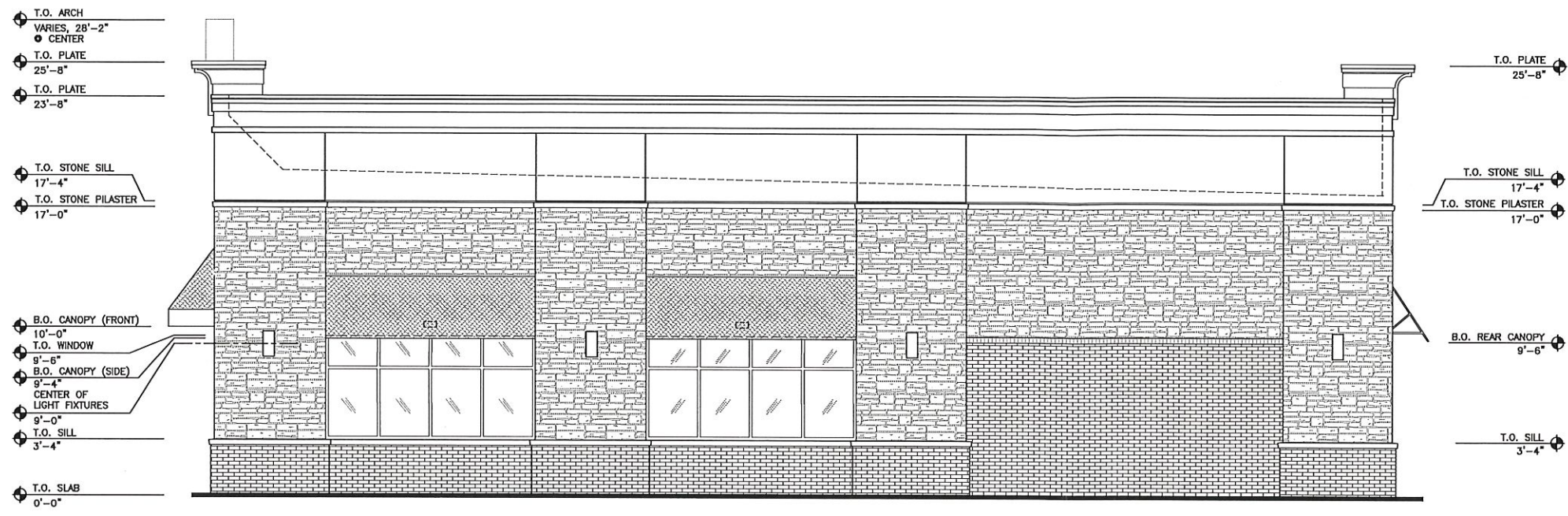


PROJECT: 01814
DATE: 08.07.2019

2130 WEST SPRING ST.
MONROE, GA 30656

RETAIL
NEW CONSTRUCTION

A-3.0



2 RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

01814 - MONROE GA

**NOTICE TO THE PUBLIC
CITY OF MONROE**

The City of Monroe has received a request for a Certificate of Appropriateness. A public hearing will be held on September 17, 2019 before the Planning & Zoning Commission, at 5:30 P. M. for a retail complex at 2130 W Spring Street.

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: 08-21-19
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

Recommendation: 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-000028-2019

Plan Type: Subdivision Plat

Work Classification: Preliminary Plat

Plan Status: In Review

Apply Date: 08/16/2019

Expiration:

Location Address

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@terrastonedev.com


Description: PRELIMINARY PLAT REVIEW 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
Preliminary Subdivision Plat Fee	\$1,740.00
Total:	\$1,740.00

Payments	Amt Paid
Total Fees	\$1,740.00
Check # 1001	\$1,740.00
Amount Due:	\$0.00

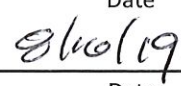
Condition Name Description Comments



 Issued By:


 Plan_Signature_1

August 16, 2019

 Date


 Date

_____ Date

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 MEADOWS FARM

Project Location 1415 E CHURCH ST

Proposed Use RESIDENTIAL SUBDIVISION Map/Parcel MO240106

Acreage 52.13 #S/D Lots 87 # Multifamily Units _____ # Bldgs _____

Water(provider) CITY OF MONROE Sewer(provider) CITY OF MONROE

Property Owner MARK & MARIA MEADOWS Phone# 770-316-7772

Address 1340 BENT CREEK RD City KATKINSVILLE State GA Zip 30677

Developer LOAKMEAD PARTNERS, LLC Phone# 678-779-0363

Address 3245 PEACHTREE PKWY, SUITE D278 City SWANEE State GA Zip 30024

Designer DAY DESIGN GROUP Phone# 770-271-4676

Address PO BOX 849 City BUFORD State GA Zip 30515

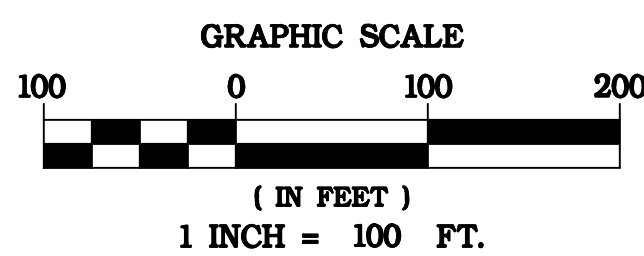
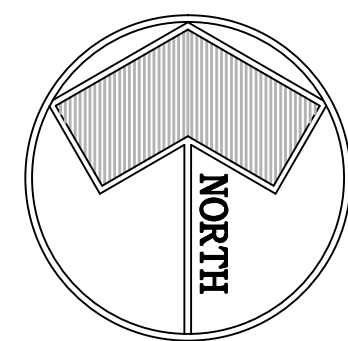
Site Contractor _____ Phone# _____

Address _____ City _____ State _____ Zip _____

The applicant shall be responsible from the date of the permit, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work, whether for basic services or additional services, to persons or property. The applicant shall exonerate, indemnify and save harmless the City from and against all claims or actions, and all expenses incidental to the defense (including death) to persons or property caused or sustained in connection with the performance of this permit or by conditions created thereby or arising out of or anyway connected with the work performed under the permit or for any and all claims for damages under the laws of the United States or of Georgia arising out of or in any way connected with the acquisition of and construction under the permit and shall assume and pay for, without cost to the City, the defense of any and all claims, litigation, and actions, suffered through any act or omission of the applicant or any subcontractor or anyone directly or indirectly employed under the supervision of any of them.

I HEREBY CERTIFY THAT I HAVE EXAMINED AND UNDERSTAND ALL INFORMATION ON THIS APPLICATION AND THAT THE ABOVE STATEMENTS AND INFORMATION SUPPLIED BY ME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING WORK TO BE PERFORMED SHALL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT.

SIGNATURE OF APPLICANT:  DATE: 8/16/19



OWNER/DEVELOPER
LARKMEAD PARTNERS, LLC
MR. STEVE LEE
3245 PEACHTREE PARKWAY
SUITE D275
SUWANEE, GA 30024
678-779-0363

ENGINEER
DAY DESIGN GROUP, INC.
P.O. BOX 848
BUFORD, GA 30515
770-271-4676

SURVEYOR
JOHN F. BREWER & ASSOCIATES
1002 S. BROAD STREET
MONROE, GA 30655
770-267-4703



Lot Number	Lot Area, SF	Lot Number	Lot Area, SF	Lot Number	Lot Area, SF
1	14003	31	14103	61	15041
2	14000	32	14551	62	14469
3	20192	33	14316	63	14280
4	27264	34	14039	64	14280
5	16277	35	14456	65	14280
6	14200	36	14000	66	14280
7	14200	37	14000	67	14280
8	14200	38	14000	68	14280
9	14200	39	14000	69	14280
10	14200	40	14000	70	14280
11	14200	41	14000	71	14911
12	14200	42	14484	72	14603
13	14000	43	15046	73	14603
14	14390	44	14783	74	14603
15	21348	45	14000	75	16599
16	32144	46	14000	76	16344
17	17657	47	14000	77	29883
18	14544	48	14000	78	33606
19	15083	49	14000	79	16183
20	15000	50	14000	80	15434
21	15000	51	14000	81	20794
22	15000	52	14331	82	20241
23	15000	53	14420	83	14341
24	15000	54	14840	84	14000
25	15000	55	14840	85	14000
26	68169	56	14840	86	14005
27	15275	57	14840	Open Space 1	139801
28	17448	58	14840	Open Space 2	184160
29	14611	59	14840	Open Space 3	6657
30	16022	60	14840	Open Space 4	257784

NOTE:
 ALL AREAS LABELLED "OPEN SPACE" ARE TO BE HOA PROPERTY.

- PROJECT INFORMATION:**
- TOTAL SITE AREA = 52.125 ACRES
 - ZONED R1
 - PROPOSED USE: SINGLE FAMILY SUBDIVISION
 - TOTAL LOTS PROPOSED = 86
 - PROPOSED DENSITY = 1.65 LOTS/ACRE
 - SETBACKS: FRONT: 30', SIDE: 10', REAR: 25'
 - MINIMUM LOT AREA: 14,000 SF
 - MINIMUM LOT WIDTH: 100'
 - MINIMUM LOT FRONTAGE: 75'
 - THE SMALLEST LOT SIZE PROPOSED IS 14,000 SF. LOTS PROPOSED OF THIS SIZE ARE LOT NUMBERS: 2, 13, 36-41, 45-51, 76, 84 AND 85.
 - TOTAL OPEN SPACE SHOWN: 13.5 ACRES
 - PROPOSED WATER AND SEWER SUPPLY BY CITY OF MONROE. PROPOSED SEWER TO BE GRAVITY SEWER PIPE.

AUTHORIZATION STATEMENT

I HEREBY SUBMIT THIS PRELIMINARY PLAT AS AUTHORIZED AGENT/OWNER OF ALL PROPERTY SHOWN THEREON, AND CERTIFY THAT ALL CONTIGUOUS PROPERTY UNDER MY OWNERSHIP OR CONTROL IS INCLUDED WITHIN THE BOUNDARIES OF THIS PRELIMINARY PLAT, AS REQUIRED BY THE DEVELOPMENT REGULATIONS.

SIGNATURE OF AUTHORIZED AGENT/OWNER _____ DATE _____

CERTIFICATE OF APPROVAL BY THE CODE ENFORCEMENT OFFICE:

THIS PRELIMINARY PLAT HAS BEEN REVIEWED AND APPROVED FOR GENERAL COMPLIANCE WITH THE ZONING ORDINANCE AND DEVELOPMENT REGULATIONS OF THE CITY OF MONROE.

CODE ENFORCEMENT OFFICER _____ DATE _____

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION:

THE PRELIMINARY PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE ZONING ORDINANCE AND THE DEVELOPMENT REGULATIONS OF THE CITY OF MONROE AND IS HEREBY GIVEN PRELIMINARY APPROVAL BY THE CITY OF MONROE PLANNING COMMISSION. THIS PRELIMINARY APPROVAL DOES NOT CONSTITUTE APPROVAL OF A FINAL PLAT. THIS CERTIFICATE OF APPROVAL SHALL EXPIRE AND BE NULL AND VOID ONE (1) YEAR FROM THE DATE OF THIS CERTIFICATE OF APPROVAL.

DATED THIS _____ DAY OF _____, 19/20____
 BY: _____, CHAIRMAN
 BY: _____, SECRETARY

CERTIFICATE OF APPROVAL BY MONROE WATER LIGHT AND GAS COMMISSION:

THE LOTS SHOWN HEREON AND PLANS FOR WATER AND SEWAGE COLLECTION AND DISPOSAL HAVE BEEN REVIEWED AND APPROVED BY THE CITY OF MONROE HEALTH DEPARTMENT, AND WITH THE EXCEPTION OF LOTS ARE APPROVED FOR DEVELOPMENT.

DATED THIS _____ DAY OF _____, 19/20____
 BY: _____
 TITLE: _____

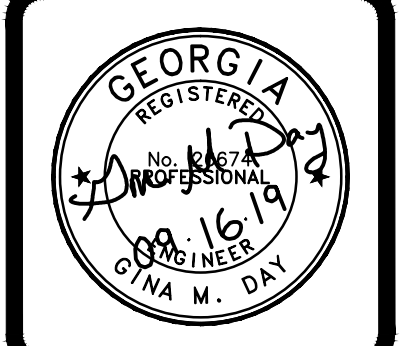
CERTIFICATE OF APPROVAL BY MAYOR AND COUNCIL:

THE PRELIMINARY PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE ZONING ORDINANCE AND THE DEVELOPMENT REGULATIONS OF THE CITY OF MONROE AND IS HEREBY GIVEN PRELIMINARY APPROVAL BY THE CITY OF MONROE MAYOR AND COUNCIL. THIS PRELIMINARY APPROVAL DOES NOT CONSTITUTE APPROVAL OF A FINAL PLAT. THIS CERTIFICATE OF APPROVAL SHALL EXPIRE AND BE NULL AND VOID ONE (1) YEAR FROM THE DATE OF THIS CERTIFICATE OF APPROVAL.

DATED THIS _____ DAY OF _____, 19/20____
 BY: _____, MAYOR
 BY: _____, CITY CLERK



VICINITY MAP N.T.S.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SITE PLANNING
 P.O. BOX 848
 BUFORD, GA 30515
 (770) 271-4676
 (706) 389-8868
 www.daydesigngroup.com

DAY DESIGN GROUP, Inc.

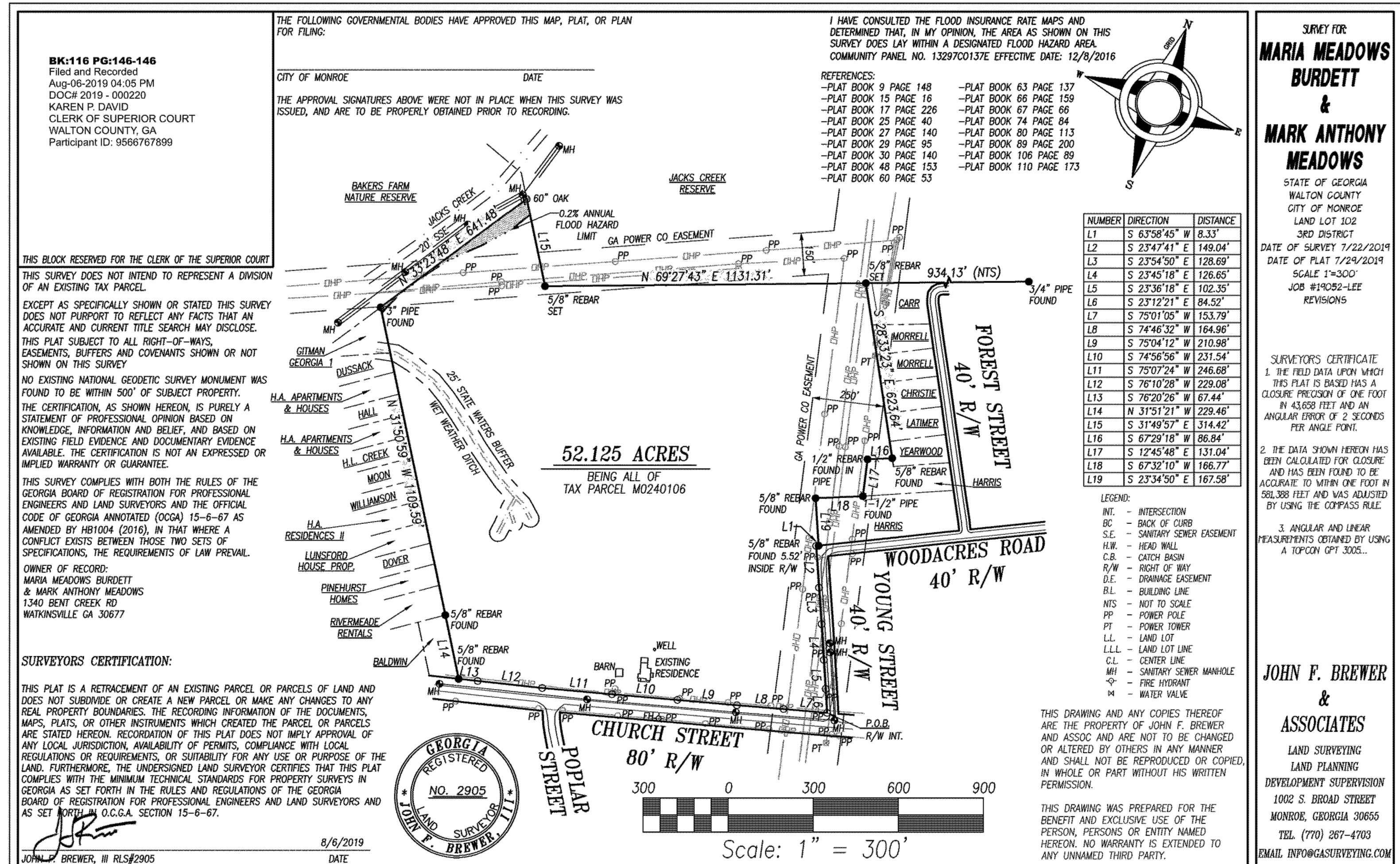
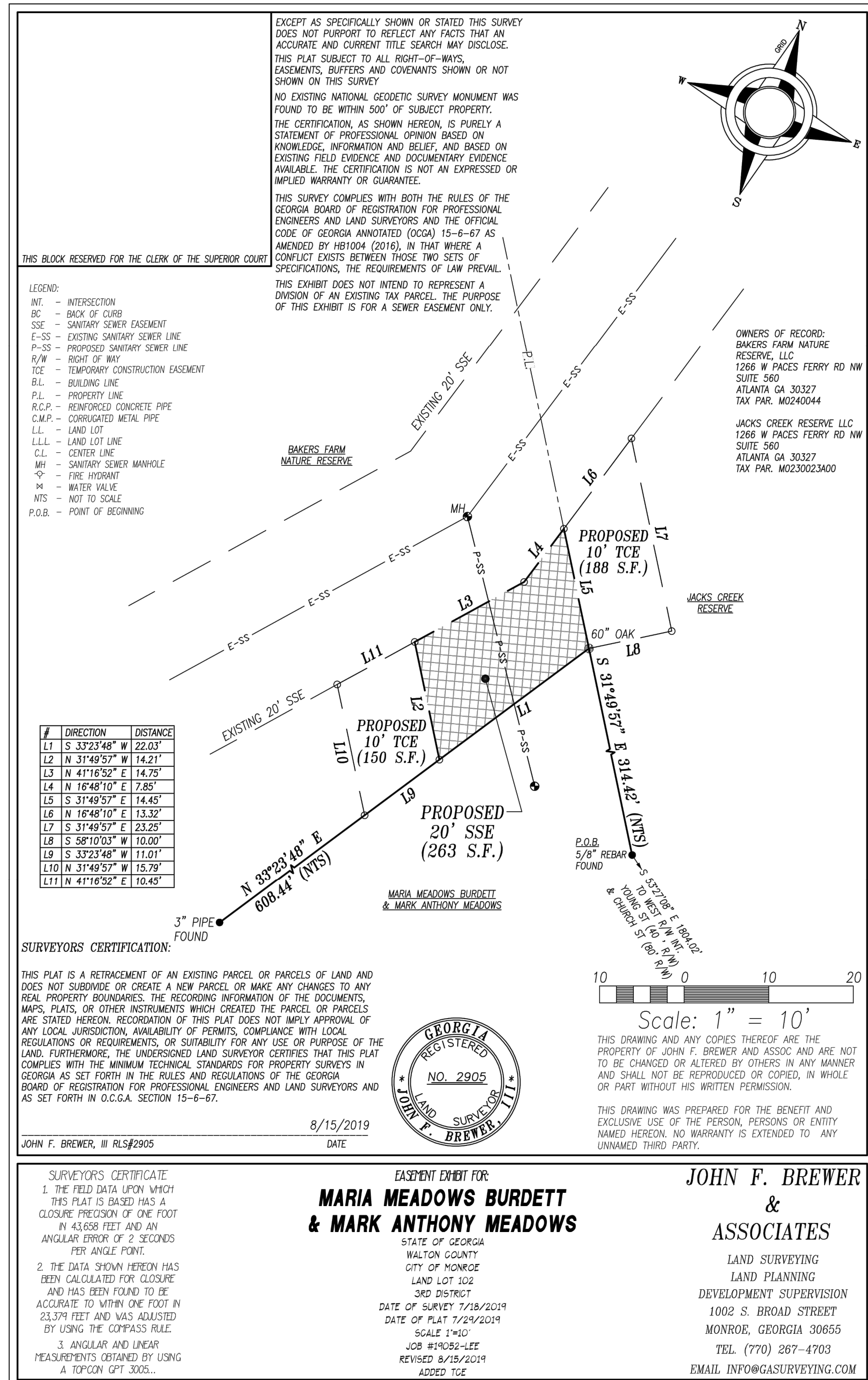
PRELIMINARY PLAT FOR
MEADOWS FARM
 PROPOSED RESIDENTIAL DEVELOPMENT
 LOCATED IN DISTRICT
 LAND LOT 102, 3RD
 CITY OF MONROE, WALTON COUNTY, GEORGIA

NO.	DATE	REVISIONS PER CITY COMMENTS.	REVISIONS PER CITY COMMENTS.	DESCRIPTION	REVISIONS
2	09/16/19				
1	09/09/19				

DATE: 08/16/19
 DRAWN BY: GMD
 JOB NO.: 19-122

SHEET 1 OF 2

REFERENCE SURVEYS



CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 SITE PLANNING

P.O. BOX 845
 BUFORD, GA 30515

Ph: (770) 271-4676
 Fax: (706) 389-8868
 www.doydesigngroup.com

DOY DESIGN GROUP, Inc.

REFERENCE SURVEY FOR
MEADOWS FARM
 PROPOSED RESIDENTIAL DEVELOPMENT

LOCATED IN LAND LOT 102, 3RD DISTRICT, CITY OF MONROE, WALTON COUNTY, GEORGIA

NO.	DATE	REVISIONS PER CITY COMMENTS.	DESCRIPTION
1	09/09/19		

DATE: 08/16/19
 DRAWN BY: GMD
 JOB NO.: 19-122