

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Called Meeting

Agenda

Thursday, November 7, 2024 ♦ 10:00 AM

Putnam County Administration Building – Room 204

Opening

1. Call to Order
2. Pledge of Allegiance (SH)

Called Meeting

3. Discussion and possible action on Development Agreement between Putnam County, Georgia and Shaifer Partners LLC (staff-CA)

Closing

4. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

File Attachments for Item:

3. Discussion and possible action on Development Agreement between Putnam County, Georgia and Shaifer Partners LLC (staff-CA)

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between **Putnam County, Georgia**, by and through the Putnam County Board of Commissioners (“County”), as party of the first part, and **Shaifer Partners LLC**, a Georgia limited liability company (“Developer”), as party of the second part. (The parties hereto are each referred to herein as a “Party” and collectively as the “Parties”).

WHEREAS, Developer intends to develop certain real property located in Putnam County, Georgia and adjacent to a road known as “Mahaffey Drive” which is more particularly described on Exhibit A and shown on Exhibit B each of which attached hereto and made a part hereof (the “Road”); and

WHEREAS, Developer and the County each desires that the Road be improved between Highway 44 adjacent to the Road and an access road that will be built and installed by the Developer which is shown on the Site Plan attached hereto as Exhibit C and made a part hereof by this reference (the “New Road”) such that the Road and the New Road intersect and may be used in conjunction with each other;

WHEREAS, County agrees to cause the Road to be improved between the eastern right of way of Highway 44 and the easternmost right of way of the New Road in exchange for the conveyance of the Road to County and in exchange for certain other promises of the Developer set forth herein; and,

WHEREAS, the Parties freely and voluntarily enter into this Agreement and acknowledge that this Agreement is not made as a requirement attached to any County action approving or authorizing any other activity of the Developer;

NOW, THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Developer agree as follows:

1. Term and Effective Date.

This Agreement shall become effective upon execution of this Agreement by both Parties and shall last for a maximum of _____ years, unless the Parties complete performance of their respective obligations prior to the end of such term.

2. Obligations of Developer.

- a. Developer agrees simultaneously herewith to transfer, and/or deed to County fee simple title to the Road. The Road shall be conveyed subject to those matters which are described on Exhibit D attached hereto and made a part hereof by this reference.

- b. Developer agrees that if and when County actually causes the Road Improvements (as defined below) to be completed, it will reimburse County for the Road Improvement Costs (as defined below) within thirty (30) days of County delivering to Developer the Road Improvement Invoice (as defined below). Notwithstanding anything to the contrary contained herein, the obligation of Developer to reimburse the Road Improvement Costs shall be limited to an amount equal to 120% of the bid awarded pursuant to Section 3(a).

3. Obligations of County.

- a. County shall cause such improvements to the Road, including striping, signage, asphalt topcoat and other similar improvements as would be required if the Road were dedicated by a private party to County as a public road (the "Road Improvements"), to be completed as soon as practicable after the selection of the lowest reliable bidder according to the competitive sealed bidding process outlined in O.C.G.A. § 32-4-65, et seq..
- b. Upon completion of the Road Improvements, County shall provide an invoice to Developer for the costs of the Road Improvements which shall be limited to the amount of the invoice received by County from its contractor for the same (the "Road Improvement Invoice").

4. Miscellaneous Provisions:

- a. Entire Agreement, Amendments. This Agreement, together with and including Exhibits referred to herein constitute the entire agreement between the Parties as to the matters contemplated herein. There are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by a further agreement in writing duly executed by the Parties.
- b. Further Assurances. In addition to the acts recited in this Agreement, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability, responsibility, charge or expense, additional documentation as may be reasonably necessary to complete the intent of the parties contemplated hereby, including the execution and/or recordation of further instruments.
- c. Authority. By their execution hereof each person executing this Agreement hereby represents and warrants that they have full power and authority to bind any corporation, partnership, trust or other entity for which he or she purports to act hereunder.
- d. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the

same instrument. A facsimile, PDF or similar electronic transmission of a counterpart signed by a Party hereto shall be regarded as signed by such party for purposes hereof.

- e. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- f. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, are and shall be governed by, and construed in accordance with, the laws of the State of Georgia.
- g. Venue. Any legal suit, action, or proceeding arising out of, based upon, or relating to this Agreement shall be instituted in the Superior Court of Putnam County, and each party to this Agreement irrevocably submits to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding.
- h. No Waiver. Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of this Agreement. The Parties acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all Parties and their respective counsel and, accordingly, all Parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any Party hereto based on authorship nor more strictly construed against any one of the Parties hereto. The Parties acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- i. Captions. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement, nor in any way affect this Agreement.
- j. Recitals. The recitals at the beginning of this document are intended only to provide information about the basic background and purpose of this Agreement and do not control the operative portions or validity of this Agreement.
- k. Remedies. Subject to applicable Laws, each Party shall have full remedies for the other Party's failure to perform. All rights or remedies granted to each Party under this Agreement are cumulative and are not exclusive of any other rights or remedies provided hereunder, and may be pursued singularly, successively, or together, and may be exercised as often as the occasion shall arise. For avoidance of doubt, no Party shall

have the right to seek or collect punitive damages of any kind or character from any other Party.

- l. Prevailing Party Attorneys' Fees and Costs. In the event of litigation arising under this Agreement, or in the event any Party finds it necessary to institute any proceedings or litigation for the purpose of enforcing its rights under this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party or parties, in addition to any damages otherwise due, reasonable attorneys' fees, paralegals' fees and expert fees whether incurred at trial, on appeal, or in bankruptcy proceedings.
- m. Time of the Essence. Time shall be of the essence for each and every provision hereof. Any time period provided for this Agreement which ends on Saturday, Sunday or a legal holiday in the State of Georgia shall extend to 6:00 p.m. on the next full business day. A "business day" means any day, other than a Saturday, Sunday or legal holiday in the State of Georgia.
- n. Force Majeure. As used herein, "Force Majeure" means unavoidable delays caused by Acts of God, strikes, governmental restrictions, fire, explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, acts of terrorism, war, labor disputes, hurricane, tropical storm or tornado, and inclement weather, acts of the public enemy or other events beyond the control of the party required to act. Force Majeure does not include the failure or inability to pay money. For the purpose of determining a performance, or default, of this Agreement, the time periods for performance shall be extended by the number of days lost to that Party by Force Majeure. If any Party is actually delayed or prevented from performing any of its obligations by reason of Force Majeure, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligations by such Party, provided, however, that in order for such Party to be entitled to the benefit of the provisions of this Section, such Party must give written notice to the other Parties within seven (7) days following the commencement of such Force Majeure describing such event with reasonable particularity and identifying the obligation(s) which such Party is unable to perform as a result of such Force Majeure event. The Parties agree to take such steps as may be reasonably necessary to shorten such delay as much as is commercially reasonable under the circumstances.
- o. Assignment; Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, successors and permitted assigns and the legal representatives of their estates, as the case may be.
- p. Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement shall be in writing, shall be signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt

requested, or upon being deposited with FedEx or another reliable overnight courier service, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at such address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response, if given hereunder, shall be addressed as follows:

If to County: Paul Van Haute
Putnam County
117 Putnam Drive
Eatonton, Georgia 31024

with a copy to (which shall not constitute notice): The Nelson Law Group
7004 Evans Town Center Blvd., Suite 300
Post Office Box 2208
Evans, Georgia 30809
Email: anelson@nelsonlawgroup.com

If to Developer: Shaifer Partners LLC
5170 Peachtree Road
Suite 100
Chamblee, GA 30341
Attn: Jerry A. Shaifer
jshaifer@piedmontwater.com

With a copy to: Brunstad Law LLC
860 Johnson Ferry Road
Unit 140 Suite 342
Atlanta, GA 30342
Attn: William Brunstad
Email; bill.brunstad@brunstad-law.com

- q. Number and Gender. Whenever required by the context, the singular number shall include the plural and the masculine gender shall include the feminine and neuter.

- r. No Third-Party Beneficiaries. This Agreement is made for the sole benefit of the Parties and their respective successors and assigns and no other person shall have any right, remedy or legal interest of any kind by reason of this Agreement.
- s. Recordation. This Agreement or a memorandum hereof may not be recorded in the public real estate records without the consent of both parties.
- t. Exhibits. The following list of exhibits attached hereto are incorporated herein by reference and made a part hereof:

<u>Exhibit "A"</u>	Road Legal Description
<u>Exhibit "B"</u>	Road Survey
<u>Exhibit "C"</u>	Site Plan showing intersection of Road and New Road
<u>Exhibit "D"</u>	Title Exceptions for Road

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement and affixed their corporate seal as of the date indicated below.

PUTNAM COUNTY, GEORGIA a political
subdivision of the State of Georgia

By: _____
Print Name: _____
Title: _____

Date of Execution by County: _____,
2024

[Signatures continued on next page]

[Signatures continued from prior page]

SHAIFER PARTNERS, LLC, a Georgia
limited liability company

By: Shaifer Holdings LLC, its manager

By: _____

Print Name: _____

Title: _____

Date of Execution: _____, 2024

EXHIBIT A

SURVEY LEGAL DESCRIPTION (MAHAFFEY DRIVE)

All that tract or parcel of land lying and being in Land Lot 353 of G.M.D. 389, 3rd District, Putnam County, Georgia, being Parcel "A" and a portion of Parcel "B" as per plat filed in Plat Book 27, Page 69, Putnam County, Georgia records, and being more particularly described as follows:

BEGINNING at a 1/2" Rebar Set on the Eastern 100' right of way of Lake Oconee Parkway (A.K.A. GA Highway 44 and Greensboro Road) at Grid North Georgia West Zone Coordinates: Northing:1246301.199 Easting:2571121.859 (said point being located a distance of 2076.41 feet Southerly along said right of way from the Southern 60' right of way line of Lakeview Drive), thence leaving said right of way South 73 Degrees 22 Minutes 11 Seconds East a distance of 10.00 feet to a 1/2" Rebar Found Capped 'Oconee', thence South 73 Degrees 22 Minutes 11 Seconds East a distance of 556.37 feet to a 1/2" Rebar Found Capped 'Oconee', thence South 73 Degrees 21 Minutes 08 Seconds East a distance of 258.78 feet to a 1/2" Rebar Found Capped 'Oconee', thence South 23 Degrees 02 Minutes 09 Seconds West a distance of 65.41 feet to a 1/2" Rebar Set, thence North 73 Degrees 22 Minutes 47 Seconds West a distance of 251.29 feet to a 1/2" Rebar Found Capped 'Chivers', thence North 73 Degrees 21 Minutes 21 Seconds West a distance of 574.04 feet to a 1/2" Rebar Found Capped 'Jordon' on said Eastern right of way of Lake Oconee Parkway, thence along said right of way North 23 Degrees 11 Minutes 45 Seconds East a distance of 65.41 feet to the POINT OF BEGINNING.

Having an area of 53,688 Sq. Ft., 1.233 Acres, as shown and described as Mahaffey Drive on Survey by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, being referenced as Job Number 205036, dated 6/5/24, and last revised 9/24/24.

EXHIBIT B

SURVEY LEGAL DESCRIPTION (MAHAFFEY DRIVE)

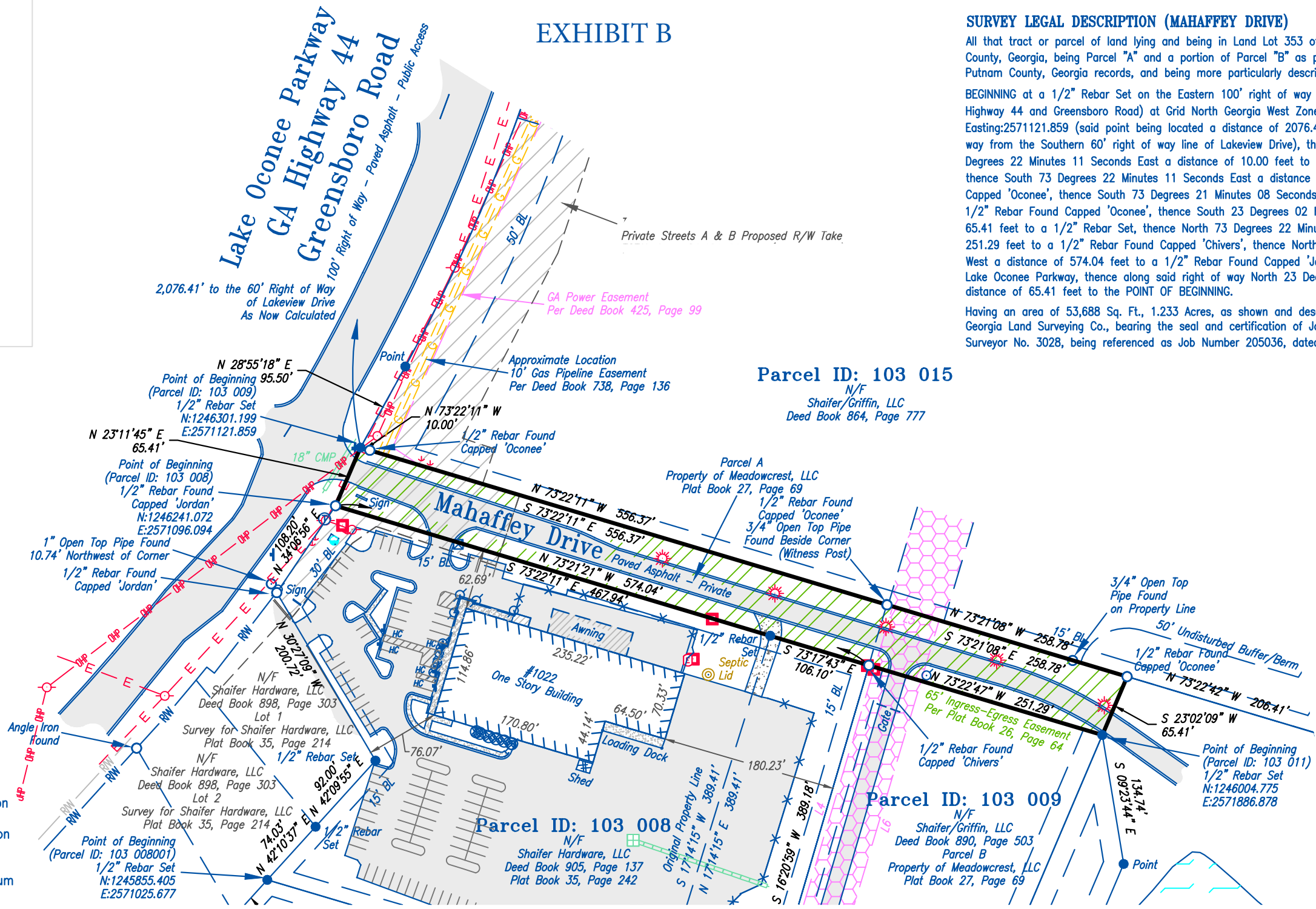
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Having an area of 53,688 Sq. Ft., 1.233 Acres, as shown and described as Mahaffey Drive on Survey by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, being referenced as Job Number 205036, dated 6/5/24, and last revised 9/24/24.

MAHAFFEY DRIVE DETAIL AND LEGAL

4° 35' Declination
Grid North
GA West Zone
Reading Held



- ### SURVEY NOTES
- Equipment used: Leica TS12 robotic total station and Carlson Surveyor 2 data collector.
 - Software used: Carlson Survey 2023 and Carlson SurvCE.
 - The coordinate values shown are based on Georgia West Zone coordinate system. The datum for this coordinate system is NAD83 (2011).



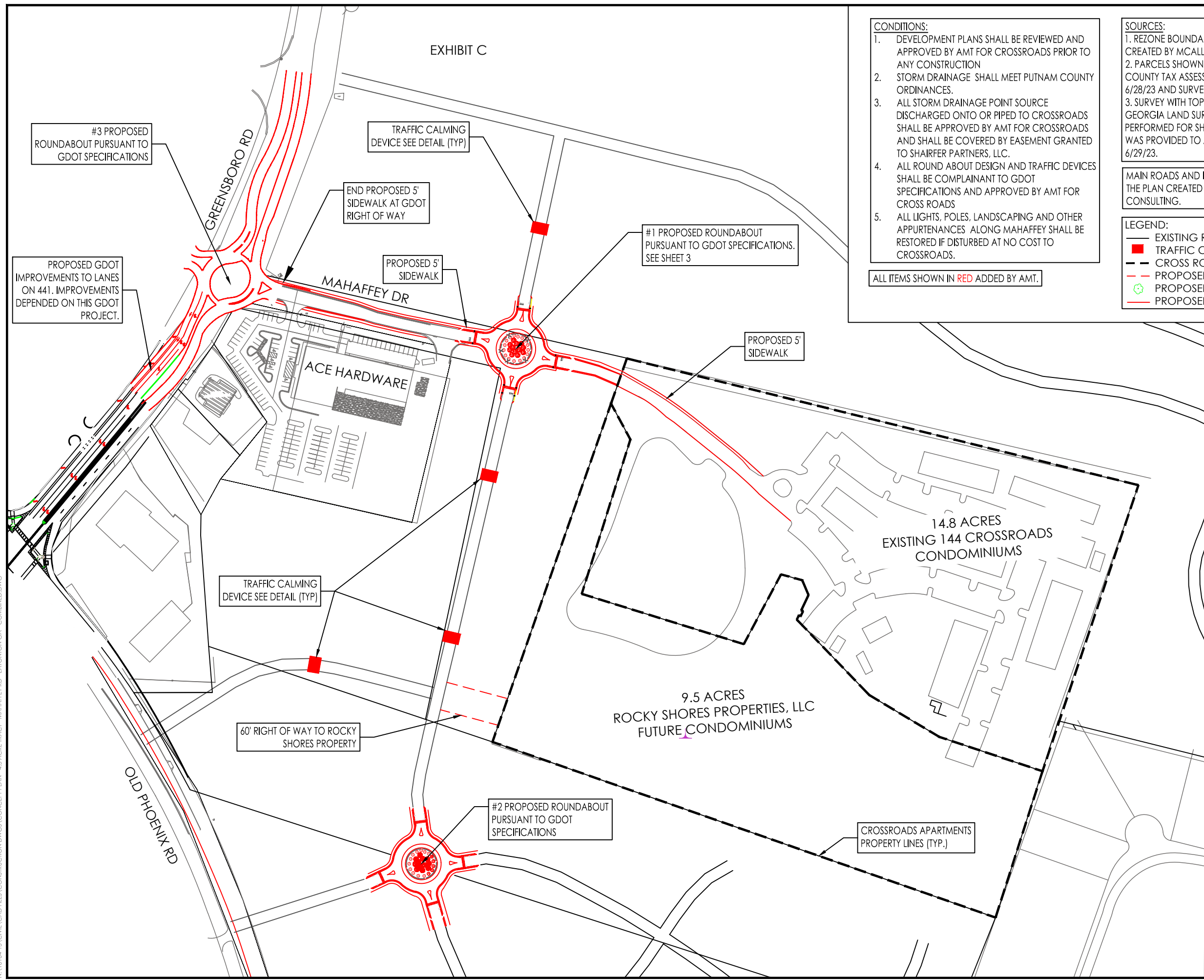
155 CLIFTWOOD DRIVE - ATLANTA, GEORGIA 30328 - TELEPHONE: (404) 255-4671 - FAX: (404) 255-6607 - WWW.GEORGIALANDSURVEYING.COM

JOB NUMBER 205036:3	DRAWING NUMBER 6055	SURVEY PLAT FOR: 1024 Lake Oconee Parkway, Eatonton Georgia 31024		DATE: 6/5/24	SCALE: 120'	
		SHAIFER PARTNERS, LLC				
		LAND LOT: 353	(G.M.D. 389) 3rd DISTRICT	SECTION	Putnam COUNTY, GA	
		LOT:	BLOCK:	UNIT:	PHASE:	
		SUBDIVISION:				
PLAT BOOK 27	, PAGE 69	DRAFTER: BMS	REVISION DATE: 9/24/24			
DEED BOOK 890	, PAGE 503	PARTY CHIEF: JJ	FIELD DATE: 9/28/21	SHEET 1 OF 1		

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67..

By:
Josh Lewis IV, Registered Land Survey Number 3028

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED



- CONDITIONS:**
1. DEVELOPMENT PLANS SHALL BE REVIEWED AND APPROVED BY AMT FOR CROSSROADS PRIOR TO ANY CONSTRUCTION
 2. STORM DRAINAGE SHALL MEET PUTNAM COUNTY ORDINANCES.
 3. ALL STORM DRAINAGE POINT SOURCE DISCHARGED ONTO OR PIPED TO CROSSROADS SHALL BE APPROVED BY AMT FOR CROSSROADS AND SHALL BE COVERED BY EASEMENT GRANTED TO SHAIRFER PARTNERS, LLC.
 4. ALL ROUND ABOUT DESIGN AND TRAFFIC DEVICES SHALL BE COMPLAINTANT TO GDOT SPECIFICATIONS AND APPROVED BY AMT FOR CROSS ROADS
 5. ALL LIGHTS, POLES, LANDSCAPING AND OTHER APPURTENANCES ALONG MAHAFFEY SHALL BE RESTORED IF DISTURBED AT NO COST TO CROSSROADS.

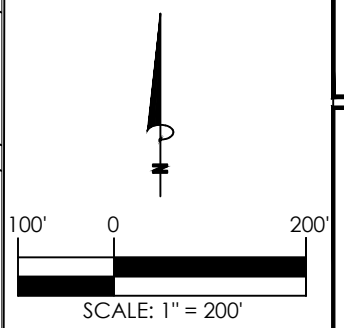
SOURCES:

1. REZONE BOUNDARY SHOWN BASED ON PLAN CREATED BY MCALLISTER SITE CONSULTING, LLC.
2. PARCELS SHOWN HERE TAKEN FROM PUTNAM COUNTY TAX ASSESSOR WEBSITE BY AMT ON 6/28/23 AND SURVEY OF PARCEL.
3. SURVEY WITH TOPOGRAPHY PROVIDED BY GEORGIA LAND SURVEYING CO. DATED 8/6/21. PERFORMED FOR SHAIFER PARTNERS, LLC. SURVEY WAS PROVIDED TO AMT BY RICK MCALLISTER ON 6/29/23.

MAIN ROADS AND INTERIOR ROADS SHOWN PER THE PLAN CREATED BY MCALLISTER SITE CONSULTING.

- LEGEND:**
- EXISTING ROADS
 - TRAFFIC CALMING DEVICE
 - CROSS ROADS PROPERTY BOUNDARY
 - PROPOSED RIGHT OF WAY
 - PROPOSED LANDSCAPING
 - PROPOSED ROADS

ALL ITEMS SHOWN IN RED ADDED BY AMT.



NO.	DATE	DESCRIPTION
1	02/20/23	PLAN CREATED
2	07/26/23	PLAN REVISED

DESIGNED: CSA	CITY
DRAWN: MBT	MBT
CHECKED:	APPROVED:

OURBROOK CORPORATE CAMPUS
330 RESEARCH DRIVE, SUITE A340
ATHENS, GEORGIA USA 30605-2760
PHONE: (706) 548-8211
FAX: (706) 548-1814
www.amtinc.com

amt
ENGINEERS
ARCHITECTS
PLANNERS
Armentrout • Matheny • Thurmond

CROSSROADS CONDOMINIUMS
EATONTON, GA

AMT/PC# 16164-15

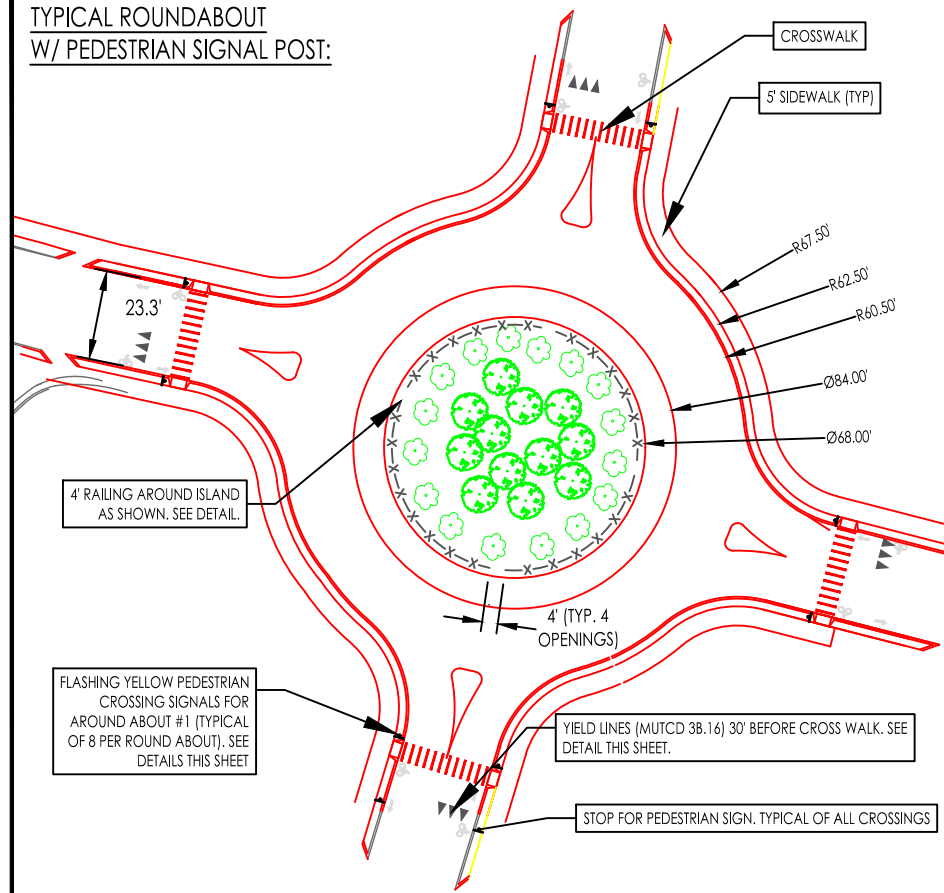
SHEET 1 OF 3

PLAN REVISED 7/26/23

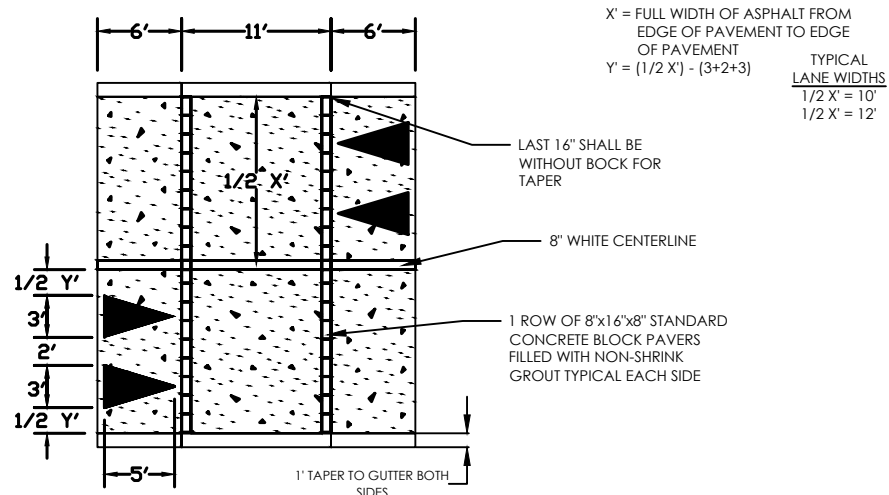
N:\16164-15\CIVIL\CAD FILES\CONSTRUCTION DWGS\CONCEPT PLAN - 4.5 ACRE TRACT - MAHAFFEY DR - EATONTON GA - COMBINED.DWG

NOTE: THIS DRAWING IS COPYRIGHT PROTECTED. ANY ALTERATIONS OR REPRODUCTIONS MUST BE AUTHORIZED IN WRITING BY ARMENTROUT MATHENY THURMOND.

TYPICAL ROUNDABOUT W/ PEDESTRIAN SIGNAL POST:



- NOTE:
- TYPICAL ROUND ABOUT DESIGN SHOWN HERE. FINAL ROUND ABOUT SHALL BE DESIGNED PER GDOT MANUALS AND APPROVED BY AMT FOR CROSSROADS
 - LANDSCAPE FOR ROUND ABOUT 1 AND 3 SHALL BE APPROVED BY AMT FOR CROSS ROADS.
 - RAILING REQUIRED FOR ROUND ABOUT #1 ONLY



- NOTES:
- TAPER ASPHALTIC CONCRETE MIX DOWN TO EDGE OF GUTTER LINE, OR 12" PAST EDGE OF PAVEMENT
 - SECURE BLOCK PAVERS TO EXISTING PAVEMENT WITH TACK
 - SPEED HUMP LOCATIONS SHALL BE DETERMINED BY THE ENGINEER.
 - ON STREET PARKING IS NOT TO BE INCLUDED IN THE WIDTH OF ASPHALT FOR TRIANGLES
 - ALL PAVEMENT MARKINGS AND STRIPING SHALL BE 90MIL THERMO PLASTIC WITH GLASS SPHERES IN ACCORDANCE WITH GDOT SPECIFICATIONS.

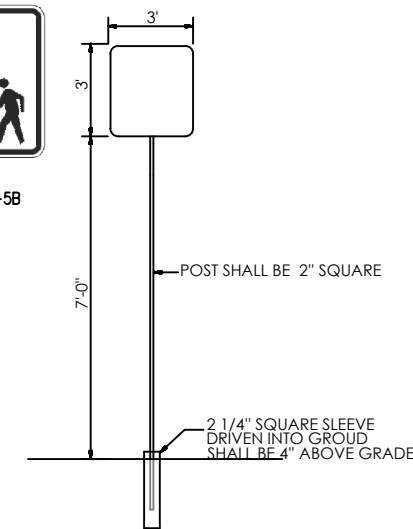
TRAFFIC CALMING DEVICE CONSTRUCTION AND MARKING TYPICAL DETAIL

DATE:	APPROVED BY:	DRAWING BY:
DRAWING #:	SCALE: NONE	SHEET #:

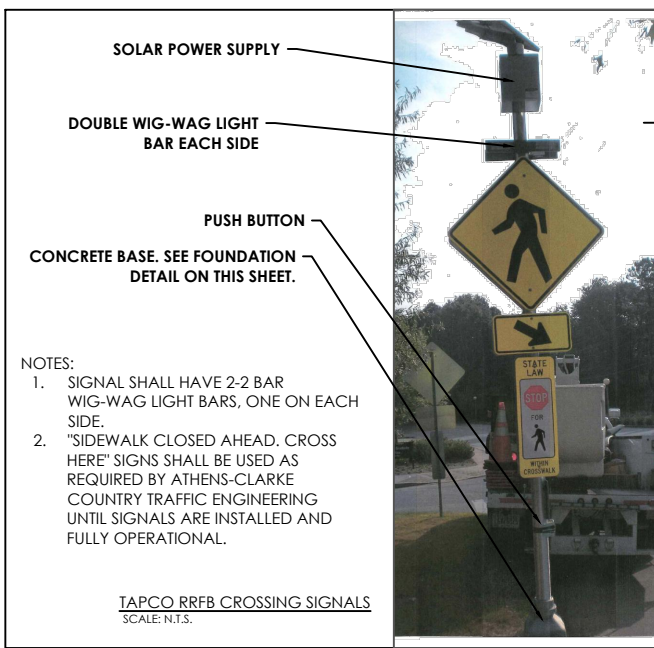
DETAIL AS MODIFIED BY AMT



MUTCD R1-5B

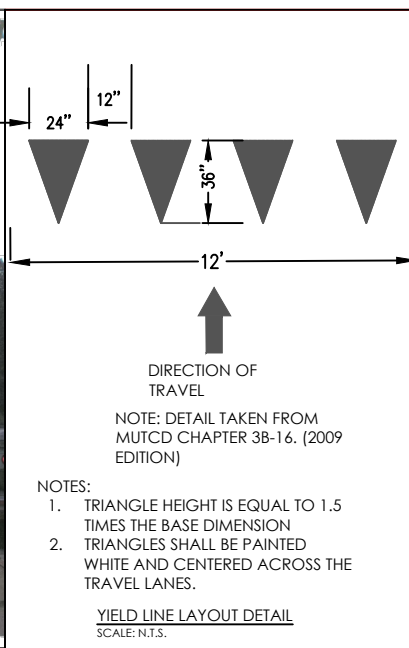


PEDESTRIAN CROSSING SIGN SCALE: N.T.S.



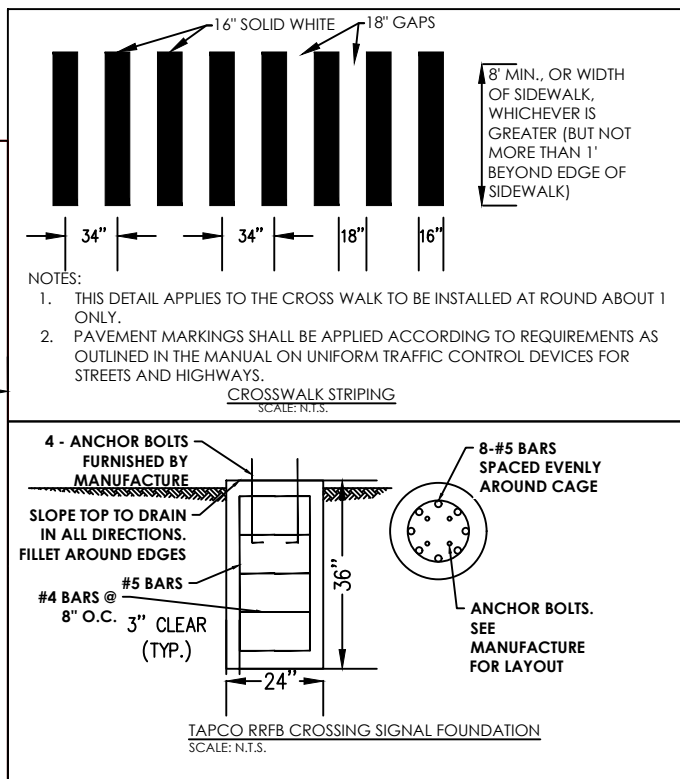
- NOTES:
- SIGNAL SHALL HAVE 2-2 BAR WIG-WAG LIGHT BARS, ONE ON EACH SIDE.
 - "SIDEWALK CLOSED AHEAD. CROSS HERE" SIGNS SHALL BE USED AS REQUIRED BY ATHENS-CLARKE COUNTRY TRAFFIC ENGINEERING UNTIL SIGNALS ARE INSTALLED AND FULLY OPERATIONAL.

TAPCO RRFB CROSSING SIGNALS SCALE: N.T.S.



- NOTES:
- TRIANGLE HEIGHT IS EQUAL TO 1.5 TIMES THE BASE DIMENSION
 - TRIANGLES SHALL BE PAINTED WHITE AND CENTERED ACROSS THE TRAVEL LANES.

YIELD LINE LAYOUT DETAIL SCALE: N.T.S.



- NOTES:
- THIS DETAIL APPLIES TO THE CROSS WALK TO BE INSTALLED AT ROUND ABOUT 1 ONLY.
 - PAVEMENT MARKINGS SHALL BE APPLIED ACCORDING TO REQUIREMENTS AS OUTLINED IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.

CROSSWALK STRIPING SCALE: N.T.S.

TAPCO RRFB CROSSING SIGNAL FOUNDATION SCALE: N.T.S.

SUBMIT FENCE DESIGN AND CONTRACTOR FOR APPROVAL TO AMT FOR CROSSROADS

PICKET DETAIL

OPTIONAL POST CAPS

SPECIFICATIONS

TUBE COMPOSITION - POSTS, RAILS & PICKETS

- ALLIED FLO-COAT® Triple Coated Cold Form Tubing
- Cold Formed and Quenched for High Yield and Tensile Strength
- Interior Coating Including Weld Seam with 90% Organic Zinc
- Exterior Coating Including Weld Seam with 90% Pure Zinc
- Passivation of Tube with a Chromate Conversion Coating
- Protective Sealer / Primer with Clear Organic Polymer

MATERIAL DIMENSIONS

PICKETS	3/4" x 3/4" (19mm x 19mm) 18 GA
RAILS	1-1/4" x 1-1/4" (32mm x 32mm) 16 GA
POSTS	2" x 2" (51mm x 51mm) 14 GA
OPTIONAL POSTS(1)	2" x 2" (51mm x 51mm) 11 GA
OPTIONAL POSTS(2)	2-1/2" x 2-1/2" (64mm x 64mm) 14 GA

WELDS Stainless Steel Mig Weld

FITTINGS 14 Gauge Stamp Forged Finish as below

FITTING FASTENERS J51000 Plated Finish as below

OPTIONAL FASTENER Tamper Proof Nuts

FINISH Super Durable Polyester Powder Coat

GRADE Zinc Rich Epoxy Powder Coat

STANDARD COLOUR Gloss Black

OTHER COLOURS Green, Brown, White, Antique Silver

CUSTOM COLOURS Per Specifications

STANDARD HEIGHTS	48" / 1219mm
STANDARD GATES	Passage, Double Entry, Canallerver

TYPICAL METAL FENCE DETAIL

SCALE: N.T.S.

REVISIONS

NO.	BY	DESCRIPTION

DESIGNED: CSA
DRAWN: CTZ
CHECKED: MBT
APPROVED:

AMT PROJECT INFORMATION

PROJECT NO. 16164-15
PROJECT NAME CROSSROADS CONDOMINIUMS
PROJECT LOCATION EATONTON, GA
PROJECT DATE 7/26/23
PROJECT STATUS IN PROGRESS
PROJECT MANAGER MATHENY

AMT PROJECT INFORMATION

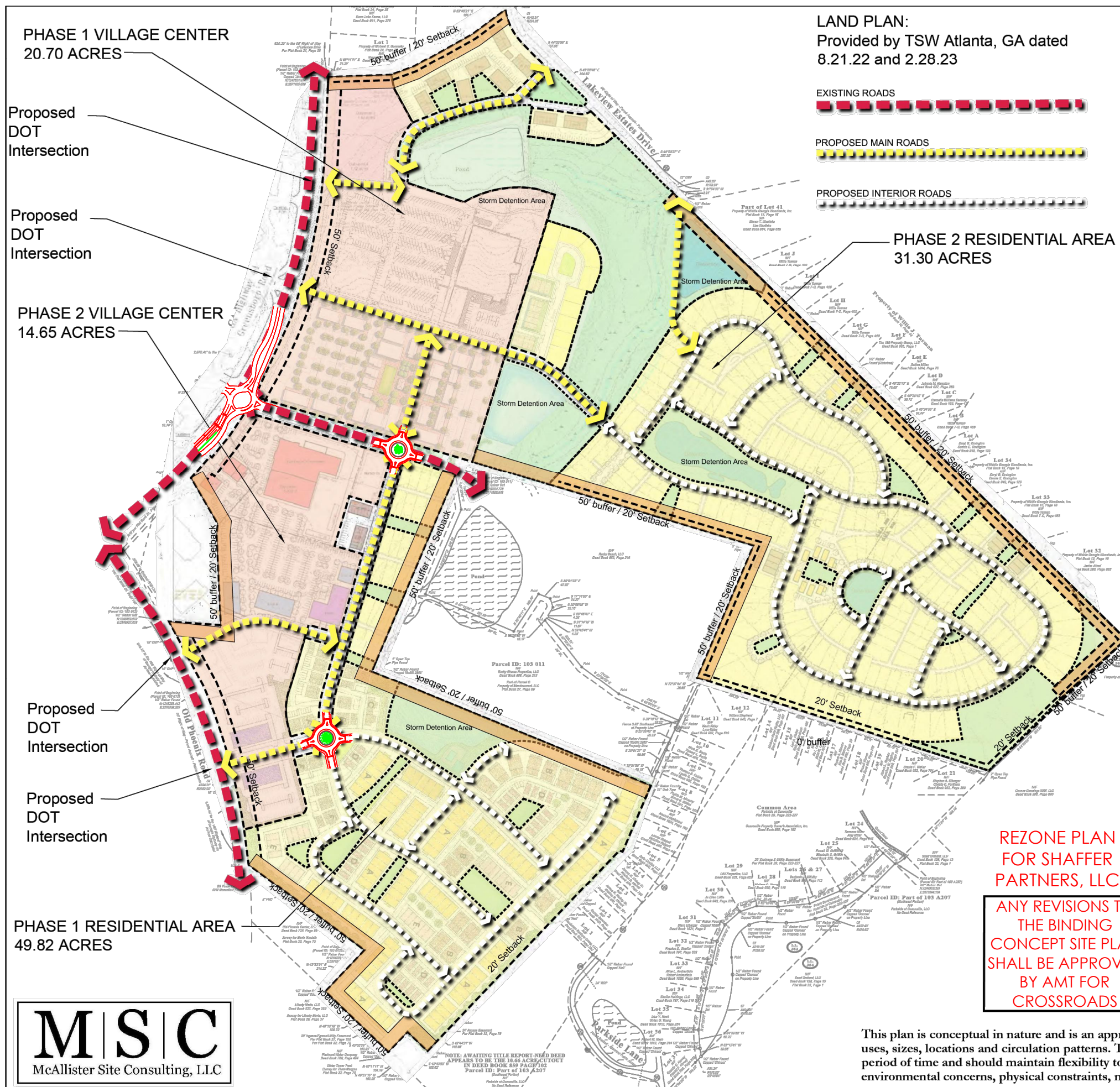
AMT PROJECT INFORMATION

ENGINEERS ARCHITECTS PLANNERS
amt
Armentrout • Matheny • Thurmond

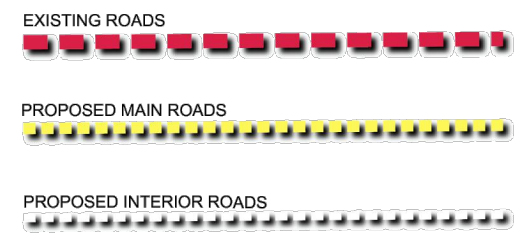
AMTDC# 16164-15
CROSSROADS CONDOMINIUMS
EATONTON, GA
SHEET 2 OF 3

N:\16164-15\CIVIL\CAD FILES\CONSTRUCTION DWGS\CONCEPT PLAN - 4.5 ACRE TRACT - MAHAFFEY RD - EATONTON, GA - COMBINED.DWG

NOTE: THIS DRAWING IS COPYRIGHT PROTECTED. ANY ALTERATIONS OR REPRODUCTIONS MUST BE AUTHORIZED IN WRITING BY ARMENTROUT MATHENY THURMOND.



LAND PLAN:
 Provided by TSW Atlanta, GA dated
 8.21.22 and 2.28.23



NET DEVELOPMENT SUMMARY				
COMMERCIAL LAND USE		USE IN SF (APPROXIMATE)	GROSS AREA IN ACRES (APPROXIMATE)	SUMMARY OF LAND USE
Phase 1 Village Center (North of Mahaffey Drive)	20.7	144,000	20.7	Office - Retail - Dining Grocery, Retail, Service Specialty Office - Retail - Bank, Hotel
Phase 2 Village Center (South of Mahaffey Drive)	14.65	120,000	14.65	Hardware Quick Service Dining - Specialty Retail
Sub Total		264,000	35.35	COMMERCIAL LAND USE = 25.1% TOTAL LAND USE
RESIDENTIAL LAND USE		UNITS (APPROXIMATE)	GROSS AREA IN ACRES (APPROXIMATE)	SUMMARY OF LAND USE
Phase 1 Residential (South of Mahaffey Drive)		250	49.8	Single Family Lots, Paired Homes Townhouse, Cottage
Phase 2 Residential (North of Mahaffey Drive)		361	31.3	
Sub Total		611	81.1	RESIDENTIAL LAND USE = 59.1% TOTAL LAND USE
Sub Total			81.1	RESIDENTIAL DENSITY = 7.5 UNITS / AC
MISC LAND USE			GROSS AREA IN ACRES (APPROXIMATE)	SUMMARY OF LAND USE
Misc Land Use			20.69	Main road corridor Right of way Easements, Common Open Space etc.
TOTAL		611 UNITS	137.14 ACRES	

RESIDENTIAL LAND USE DETAIL SUMMARY	AREAS IN ACRES (APPROXIMATE)
Phase 1 Residential (South of Mahaffey Drive)	49.8
Phase 1 Right of Way, Paved areas and easements	-16.3
Phase 2 Residential (North of Mahaffey Drive)	31.3
Phase 2 Right of Way, Paved areas and easements	-9.3
Net Total	55.5

COMBINATION OF PARCELS SUMMARY	
PARCEL	AREA IN ACS
103-006	0.42
103-007	0.48
103-008	3.81
103-008001	5.35
103-009	4.96
103-012	11.66
103-013	20.40
103-013001	2.19
103-015	87.87
Total Area IN ACRES	137.14

COMMON OPEN SPACE LAND USE SUMMARY	AREAS IN ACRES (APPROXIMATE)	SUMMARY OF LAND USE
Common Open Space	16.03	Multi- Purpose Trails, Play grounds, Parks Open Space, Active and Passive recreation
Integrated in Phase 1 Residential area	4.18	
Integrated in Phase 2 Residential area	7.46	
Existing Pond	-0.56	
Total	27.11	

Requirements:
 20% Gross Residential Area
 Less Right of way, easements and paved surfaces
 Gross residential area less ROW, Easements and Paved areas = 55.5 Acres
 20% x 55.5 acres = 11.1 acres

REZONE PLAN FOR SHAFFER PARTNERS, LLC

ANY REVISIONS TO THE BINDING CONCEPT SITE PLAN SHALL BE APPROVED BY AMT FOR CROSSROADS

PUTNAM DEVELOPMENT CONCEPTUAL SITE PLAN

MARCH 17, 2023

PLAN MODIFIED BY AMT 7/26/2023

SHEET 3 OF 3



This plan is conceptual in nature and is an approximate representation of potential land uses, sizes, locations and circulation patterns. The plan is intended to be developed over a period of time and should maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters.

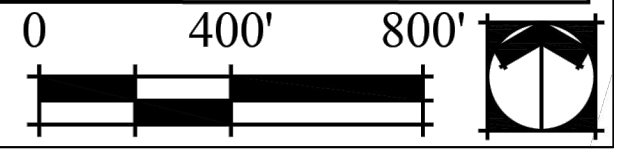


EXHIBIT D
EXCEPTIONS FOR THE ROAD

1. Ad Valorem Taxes for the year 2024, and subsequent years, which are a lien but not yet due and payable.
2. 65 Foot easement and other matters shown on Plat recorded in Plat Book 24 Page 104, Putnam County, Georgia records
3. Easement granted in Quitclaim Deed, dated January 16, 2002 between Meadowcrest Construction LLC and Oconee Investment Associates LLC, recorded in Deed Book 359 Page 184, Putnam County, Georgia records.
4. Other matters which appear of record in the Putnam County, Georgia records.
NN