



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, April 01, 2025 at 6:00 PM

Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia

Phone: 770-267-1301 | Fax: 770-267-1400

AGENDA

1. PRESENTATIONS

2. MEETING OPENING

2.1. Pledge of Allegiance & Invocation

2.2. Call to Order

2.3. Roll Call

3. ADOPTION OF AGENDA

3.1. Additions/Deletions

4. DISCUSSION

4.1. County Manager's Report/Update

5. PLANNING & DEVELOPMENT

5.1. Z24-0067 - Rezone 6.63 acres from A1 to A to raise “show quality” poultry/fowl & parrots - Applicant/Owner: Igor Mitrovic - Property located at 2435 Daniel Cemetery Rd./Map/Parcel C1200177 - District 6

Planning Commission recommended approval with the following conditions: Approve the Variance requested for setbacks on existing buildings; number of birds not to go past the USDA minimum requirements of 1,650 and that the property be rezoned for the purpose requested only.

5.2. Z25-0028 - Rezone 2.60 acres from A2 to B1 for a martial arts studio - Applicant: Shield Sword, LLC/Owner: James William Burson, II located at 2069 Hwy. 11 & Mountain Creek Church Rd./Map/Parcel C0860040 - District 5

Planning Commission recommended approval as submitted.

5.3. LU25-0061/Z25-0056 - Land Use Change from Suburban to Highway Corridor & Rezone 0.63 acres from A2 to B2 for motor vehicle sales - Applicant: Nityanand Sankar/Owner: Jeremy Elrod - Property located at 2660 Gum Creek Church Rd. & Hwy. 81/Map/Parcel C0490025 - District 2

Planning Commission recommended denial.

- 5.4.** Z25-0064 - Rezone 52.57 acres from A1 to M1 for fabricated metal product manufacturing facility - Applicant: Henderson Fab Inc./Map/Parcel C0090017/Owners: Efren Jimenez & Amelia Catalan - 6342 Hwy 20/Map/Parcel C0090016 split/Owners: Gideon & Patricia Moon, Carolyn Moon (Deceased) & Steve Moon - 6327 Hwy. 20 & Center Hill Church Rd./Map/Parcel C0110007A00/Owners: Carolyn Moon (Deceased) and James Moon - Center Hill Church Rd. - District 2

Planning Commission recommended approval with the following conditions: Only for the purpose requested; all down lighting; no rental truck parking; and landscaping on Highway 20.

- 5.5.** Z25-0055 - Rezone 54.786 acres from A1 to A1OSC for a residential subdivision - Applicant: Ned Butler/Owner: MFT Land Investments, LLC - Property located on Double Springs Rd/Map/Parcel C0730043 - District 5

Planning Commission recommended approval.

6. ADMINISTRATIVE CONSENT AGENDA / All items listed below are voted on by the board in one motion unless otherwise specified by the Board

6.1. Approval of March 4, 2025 Meeting Minutes

6.2. Contracts & Budgeted Purchases of \$25,000 or Greater

7. RESOLUTIONS

7.1. Capital Improvements Element Annual Update and Transmittal Resolution

8. FINANCE

8.1. Resolution - FY25 Budget Amendment

8.2. Resolution - FY25 Budget Amendment and Project Length Budget - Deep Patching and Resurfacing Project

9. CONTRACTS

9.1. Purchase and Sales Agreement - Whitney Road, Tax Parcel C1400057

9.2. Purchase and Sales Agreement - H. D. Atha, Tax Parcel C0760047

10. ACCEPTANCE OF BIDS/PROPOSALS

10.1. Multi-Sport Athletic Flooring - Nowell Gym

10.2. 2025 Milling & Deep Patching - Public Works

11. PUBLIC COMMENT | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*

12. ANNOUNCEMENTS

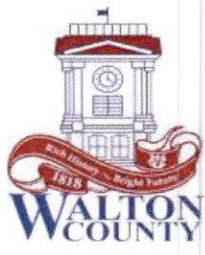
13. EXECUTIVE SESSION

14. ADJOURNMENT

If you are an individual with a disability and require special assistance at this meeting, please contact our office at 770-267-1301 at least 48 hours prior to the meeting and arrangements will be made.

People wanting to make a Public Comment before the Board of Commissioners must complete a Public Comment Form and return it to the County Clerk no later than 4:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form. The form may be found on our website at www.waltoncountyga.gov.

For more information, please contact Rhonda Hawk.



Planning and Development Department Case Information

Case Number: Z24-0067

Meeting Dates: Planning Commission 02-06-2025 – TABLED TO 03-06-2025
Board of Commissioners 04-01-2025

Applicant/Owner:
Igor Mitrovic
2435 Daniel Cemetery Road
Monroe, Georgia 30656

cCurrent Zoning: The current zoning is A1.

Request: Rezone 6.63 acres from A1 to A for a business license to raise “show quality” poultry/fowl and small pet parrots and requesting Variance for buildings on the right hand side to the property that houses animals.

Address: 2435 Daniel Cemetery Rd NW, Monroe, Georgia 30656

Map Number/Site Area: C1200177

Character Area: Suburban

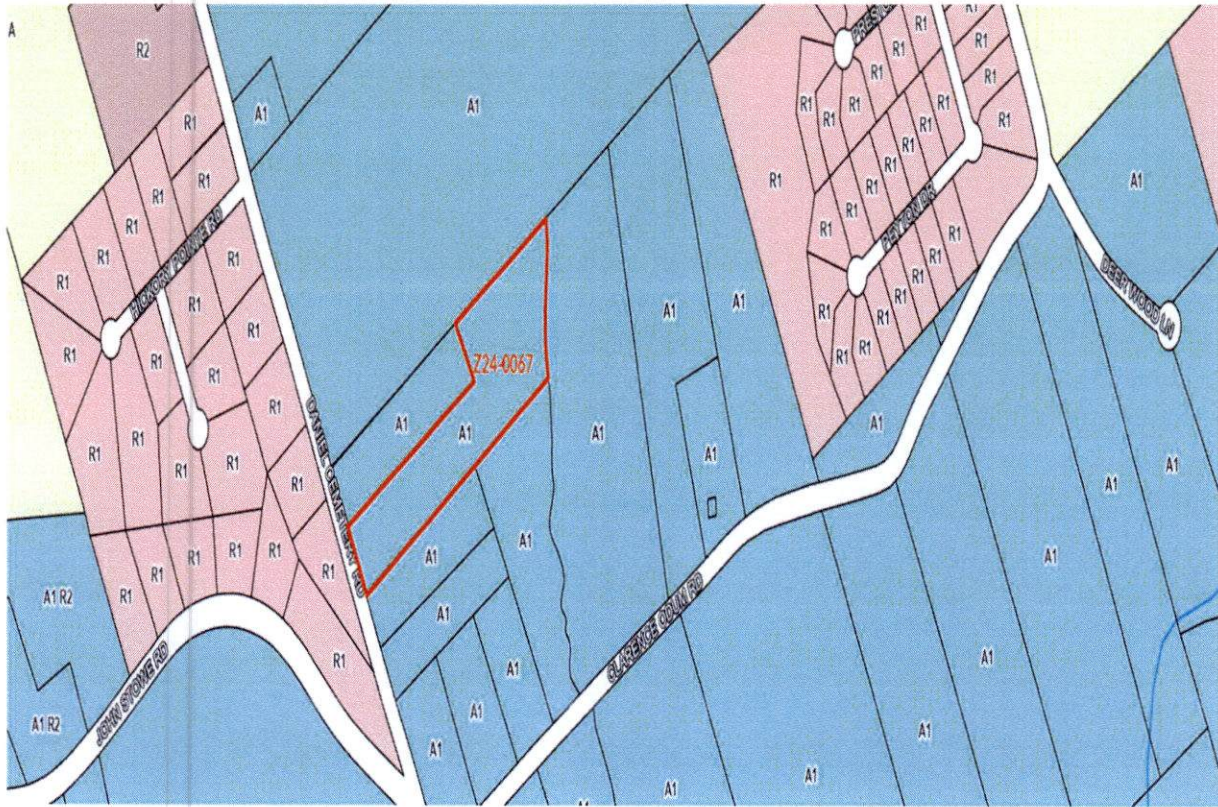
District 6 Commissioner-Kirklyn Dixon

Planning Commission–Timothy Kemp

Existing Site Conditions: Property consists of a house and 2 outbuildings.



The surrounding properties are zoned A1 and R1.

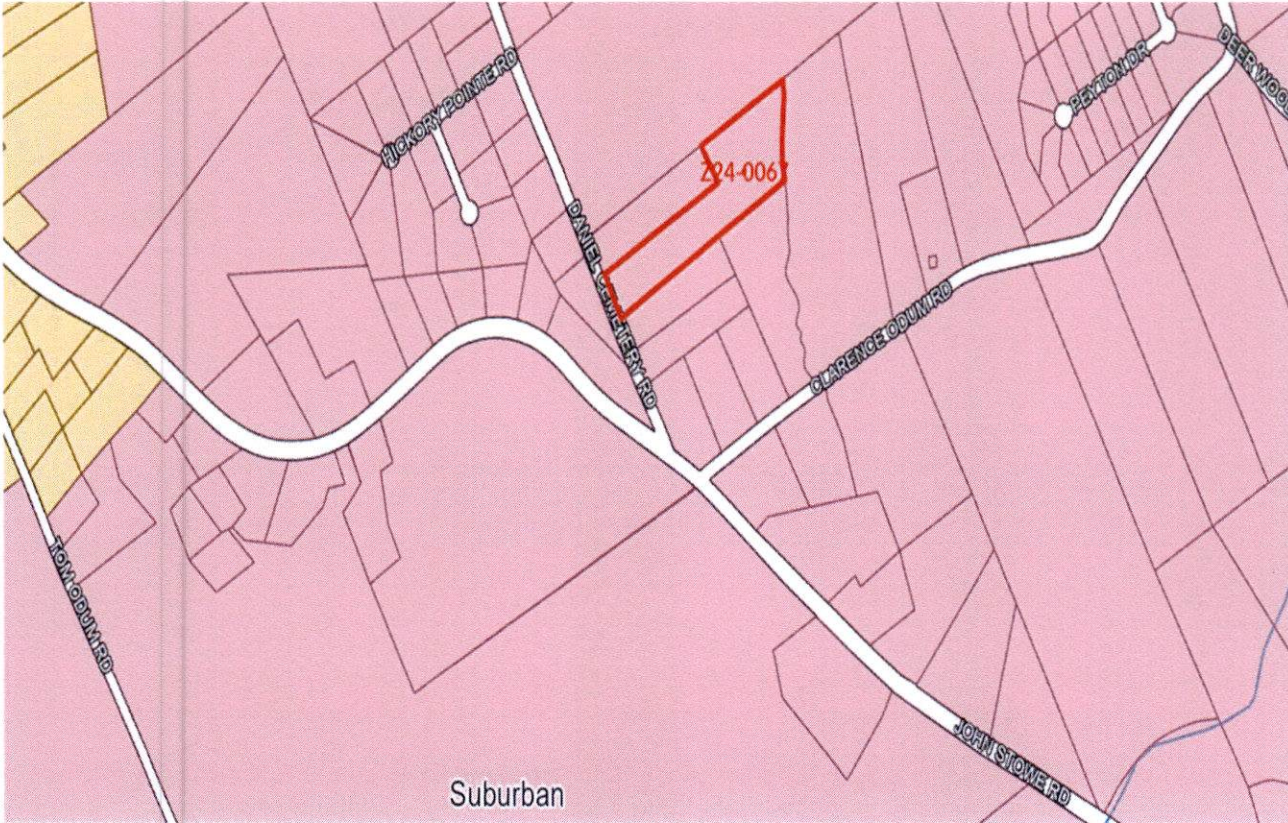


Subdivisions surrounding property:



The property is not in a Watershed.

The Future Land Use Map for this property is Suburban.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval of this request.

Sheriffs' Department: The Sheriff's Department has no concerns.

Water Authority: This area is served by an existing 6" diameter water main along Daniel Cemetery Rd. (static pressure: 85 psi, Estimate fire flow available: 1,450 gpm @ 20 psi). No system impacts anticipated.

Fire Marshal Review: No comments

Fire Department Review: No comments

Board of Education: Will have no affect on the Walton County Schools.

DOT Comments: Will not require GDOT coordination.

PC ACTION 2/6/2025:

1. **Z24-0067- Rezone 6.63 acres from A1 to A for business license to raise “show quality” poultry/fowl & small pet parrots-Applicant/Owner: Igor Mitrovic-Property located on 2435 Daniel Cemetery Rd/Map/Parcel C1200177-District 6.**

Presentation: Igor Mitrovic represented the case and stated that he lives at 2435 Daniel Cemetery Road and would like to rezone from A1 to A to raise chickens, turkeys and small pet parrots for the pet industry. He bought the property in March 2024 and the previous owner raised poultry and he would like to continue it and expand it a little.

Timothy Kemp asked how many birds and Mr. Mitrovic stated the main portion of his business is raising small parrots which he has about 800 birds’ total. He stated this is small in comparison to commercial breeders.

Timothy Kemp asked if these birds were already on site and what happens if there is an outbreak of a disease and Mr. Mitrovic stated that he has a USDA license, and he is inspected, and they drop in unannounced. He said that there is a veterinarian licensed with the State that comes to the house. He stated that the places where the birds are kept have roofs and there is no contamination from wild birds flying over. If there was an outbreak he would follow all USDA guidelines.

Mr. Kemp asked about waste management and how it is handled, and Mr. Mitrovic stated that there are no shavings, the cages have wired bottoms and there is paper underneath the cages and the paper is bagged up and it goes in the dumpster. Mr. Kemp stated that he is concerned about the smell. Mr. Mitrovic stated that he will be raising Sarama Chickens which are very small and there is no odor. Mr. Kemp asked if he had employees, and he stated that it was just him and he does not want employees.

Josh Ferguson asked if he was planning to add additional structures to the property and Mr. Mitrovic stated no additional structures, the 30x80 ft. building was the last one that was built on the property and there are 2 small pole barns behind the long open-air barn and it is enclosed to keep outside animals out.

Mr. Mitrovic stated that he had soil delivered and is planning on planting evergreen trees behind the building but will add no additional buildings.

Josh Ferguson asked about the turkey business and Mr. Mitrovic stated that he has those for grass control and insect control, and he has about 10 of them on his property.

Timothy Kemp asked so you are just breeding parrots and Mr. Mitrovic stated that was correct.

Tim Hinton asked if there was any signage posted for public safeguard as to traffic in the area and if there were safeguards in place. Mr. Mitrovic stated that there will be no sales on premises and that he delivers to the warehouse who takes to the stores, so he has no signage posted.

John Pringle stated that his paperwork says show poultry and how many of them. Mr. Mitrovic stated less than 20 but would like to increase and will not go above 40 chickens. He stated that regular chickens are very noisy, and Samara Chickens are very small and the roosters that he has that when they try to crow, they are not loud, and his parrots are noisier.

Speaking: Robert Connerly spoke, and he is there to represent his parents who live at 2565 Daniel Cemetery Road spoke. His folks have been here since 1995, and they strongly support people being able to do what they want with their property but his concern is the noise. He stated the applicant has several large birds on the property and he understands that they are his pets but they are loud and obnoxious. There is a structure behind the house that is lit up at night like a stadium and it did not use to be there. He stated that there is a larger building, but you can't see it from the house. He stated that if he doesn't grow any larger, he is not opposed but it is the smell. He stated that there was very small amount of noise and no smell but now there is noise and smell.

Mr. Mitrovic came back for rebuttal and stated he understands that noise is a concern, and he apologized for the lights. He stated that he has been out there at night building cages and the light helped him to see but soon the lights will be out, and he is totally happy to plant evergreens to buffer the noise. He stated that as far as noise that there are trees there and asked Mr. Connerly if they were the 40 acres and Mr. Mitrovic stated that he could plant evergreens but there are already trees there. He does have 4 emus, and they are not noisy, and they are his pets and are very sweet.

Tim Hinton asked if the buildings were on the righthand side of the property and Mr. Mitrovic stated that was correct. Mr. Hinton said that the gentleman that spoke in opposition's is on the left and is 300 to 400 feet away from this property and there is a pasture in between. Mr. Hinton stated that as far as lighting that they normally request down lighting.

Timothy Kemp asked about the lighting on the building and Mr. Mitrovic stated that there is a 9 ft. tall and 4 ft. tall section. There is a mesh window and there are lights inside and above the cages.

Mr. Mitrovic stated that the buildings are open air pole barn structures but enclosed on some parts to keep other animals out and he plans to put trees in the back. Mr. Mitrovic stated that he has 10 geese on site but won't have any more and is primarily going to do parrots.

Josh Ferguson asked if the previous owner had this type of operation and Mr. Mitrovic stated that she only had chickens, and he wasn't sure if she was selling them or not. Mr. Mitrovic stated that he purchased the property and continued the operation and brought in some small parrots. Mr. Ferguson asked him did he consult with Planning & Development and Mr. Mitrovic stated he did not, he thought he was continuing a use that was already established.

Recommendation: Timothy Kemp made a motion to recommend approval with a second by Chris Alexander. Josh Ferguson asked if they were not going to have any discussion to amend to include landscaping to minimize intrusiveness. Mr. Hinton said his buildings are on the right-hand side of the property and the person that is in opposition lives on the opposite side. Mr. Ferguson stated that he thinks the case should be tabled and the applicant and adjoining property owners should talk and come up with a solution. Mr. Ferguson stated that the Applicant should get with all property owners not just the person in opposition to put up less restrictive light and do screening.

It was stated that since there was a recommendation that it needed to be resolved or the recommendation needed to be removed.

Mr. Hinton asked Mr. Ferguson if he wanted the applicant to put plantings around the entire property and Mr. Ferguson stated that wasn't what he was saying.

Mr. Timothy Kemp removed his Motion for approval for the applicant and neighbors to discuss.

Wesley Sisk asked for the new building did he pour new concrete or was the concrete there already and Mr. Mitrovic stated that he poured the concrete. Mr. Sisk stated that he thinks the case should be tabled and the owner of the property and opposition come up with a suitable agreement with screening.

Since the buildings house animals Mr. Mitrovic would need a site plan showing how close the buildings are to the property line because he may need to ask for Variances.

There was discussion on what the applicant will need to have in hand for the next meeting.

Timothy Kemp changed his motion to table the case until the next meeting on March 6th for applicant to get with neighbors and to get a site plan to show encroachment with a second by Wesley Sisk. The Motion carried unanimously.

PC ACTION 3/6/2025:

2. Z24-0067- Rezone 6.63 acres from A1 to A to raise “show quality” poultry/fowl & parrots-Applicant/Owner: Igor Mitrovic-Property located on 2435 Daniel Cemetery Rd/Map/Parcel C1200177-District 6.

Presentation: Igor Mitrovic represented the case. He wants to rezone his property from A1 to A to raise pet parrots. He wants to do limited poultry, but his main focus will be pet parrots. There will be no changes to the front of the property and the property will remain residential. There will be no employees or customers visiting the property. He stated that the noise is equivalent to songbirds and the louder species are housed in one barn which is heavily shielded by bamboo thicket to minimize the sound. There is supplemental automated lighting, and this will be on until 8:00 p.m. at the latest. The bird enclosures are sheltered, dry and kept clean and there is no manure smell. The waste is minimal, a newspaper is put in the bottom of the cages and is changed out and is put in the trash which is equivalent to household trash. Mr. Mitrovic stated as far as neighboring property owners – Denise Joseph/Roy Kishun who live at 2455 Daniel Cemetery Road has no concerns regarding the rezone and has submitted a statement of approval. Shannon & Cassie Byron, who lives at 2415 Daniel Cemetery Road, which is 2 houses down from this property, has no concerns regarding rezone and has submitted a statement of approval. Michael Brooks, whose property abuts up to the rear of this property gave a verbal to the Applicant that he has no concerns regarding the rezone.

Andrew Hutchins, who lives at 2425 Daniel Cemetery Road, was at the last meeting and he was concerned about the smell of 1,000 chickens. The previous property owner housed chickens, but he is not having a chicken farm. Mr. Mitrovic stated he explained to Mr. Hutchins and Mr. Brooks about the show birds and they both went to the property to see the structures and where the birds are housed. Concerns were addressed and a statement of approval was submitted. Mr. Mitrovic stated that he was requested to get a survey done which he did, and he submitted a site plan showing the bird enclosures. He stated that the barns to the right of the property are requesting a Variance since the barns are close to the property line. There is a full barrier there, the windows have been modified so the light will not interfere with the neighbors and there is a privacy fence.

Timothy Kemp asked about the Variance and was the Variance for the barns close to the property line and Mr. Mitrovic stated that was correct. Mr. Kemp stated that Mr. Mitrovic had answered all the questions from the last meeting.

Tim Hinton asked about the privacy fence and how tall it was, and Mr. Mitrovic stated 6 ft. Mr. Hinton stated that there was a letter sent to the Board by Matthew Dietzel and there are accusations made in the letter, and we don't know if they are true or not because Mr. Dietzel is not here. Mr. Mitrovic stated he was not an adjacent property owner.

Tim Hinton asked what if there was a condition put on the rezone that the business doesn't grow any larger than the buildings that are now on the property.

Speaking: Robert Connerley, who lives at 2565 Daniel Cemetery Road spoke and stated that his property backs up to this property and is across the creek. A large part of his property touches this property. Mr. Connerley stated that he understands that Mr. Mitrovic has made adjustments to the property to help with the noise. Mr. Hinton stated that there is a building located along the property line and the Applicant is requesting a Variance. Mr. Hinton asked so the barn utilizes the property in between the two properties is that correct and Mr. Connerley stated that was correct. Mr. Hinton said as far as noise is concerned, the applicant has made effort to help this. Mr. Connerley would like to know how this will be regulated if approved. How can you be sure the business will not grow? It's like you say you have 10 dogs but really have 40 dogs. If the Applicant is doing this personally then he has no problem with that, but he wants to know who will check that.

Josh Ferguson asked Mr. Connerley whether he would be okay if there was a limitation and Mr. Connerley stated that it would be okay. Mr. Connerley went on to say that all the property is residential and not business. Mr. Hinton stated that Code Enforcement would go out and check on it if they got a complaint.

Timothy Kemp asked so these are show birds to sell and there is a certain amount that he can't go over. Again Mr. Connerley stated who will follow this to make sure this happens.

Rebuttal: Mr. Mitrovic came back for rebuttal. Tim Hinton asked if he had the current numbers of birds or animals that are in the buildings. Mr. Mitrovic stated he currently holds a license with the USDA, and he has to be in compliance with the USDA guidelines. He stated right now he has about 750. Mr. Mitrovic stated that as far as Mr. Connerley that they walked around the property to where the birds are and there is a pasture in between and once you go down the hill and down the creek you can't hear the birds. He has sufficient screening, and he cannot see Mr. Connerley's house. There is a bamboo thicket on the property and noise is not an issue.

Chris Alexander asked so this is USDA regulated, and Mr. Mitrovic stated yes, and Mr. Alexander asked if there was an amount, and Mr. Mitrovic stated their number is 1,650 and this is based on the amount at the facility. He will have no employees, and this is his personal business.

Timothy Kemp asked, so you said you have 750 and Mr. Mitrovic stated that in the summer there is more and in the winter there is less. The breeding season is 4 to 6 weeks, and he takes them to Pet Smart to sell.

Mr. Hinton asked about mating pairs and Mr. Mitrovic stated that there are usually 12 to 15 babies in a breeding season, which is February to the middle of the summer. Mr. Hinton asked does the 750 number includes clutches and Mr. Mitrovic stated that it is 8 weeks maximum but usually 6 weeks and they are in a controlled insulated building, and they do not go out of the building until they are taken to sell. Mr. Mitrovic stated that during the breeding season, which is about 2 months, the 1st patch is sold, and this does fluctuate during day to day. Today you were to walk in with all the breeding pairs you would see more than 750 but then you take the birds to Atlanta to be sold so that number will go back to the amount he has now.

Mr. Hinton stated that there is a lot of information to decipher. He stated that we have had a number of cases for home health care, and they are inspected and approved by the state with the number of residents that can be in a home. He said that as far as USDA compliance that the decision to move 1 way or another off of what USDA compliance will be over what we are asked about the use of the property.

Recommendation: Tim Kemp made a motion to approve the rezone and the Variance and not to go beyond the USDA minimum requirements for birds. Tim Hinton asked would it be okay if there was some discussion.

Mr. Hinton asked Timothy Kemp would it also be only for the proposed use requested and with the types of birds that are there now and no birds any larger or noisier than what is there already, and he feels that this will set better with the opposition. Mr. Alexander asked does the USDA allows any growth based on what he has there. He is regulated by USDA for having animals and they do have any amount based on what he has here. Their number is 1650 but he does expect to go over that. He does not intend to have any employees and it is his personal business and this is all he can handle. Mr. Kemp asked if he would be comfortable with 750 and Mr. Mitrovic asked if it could be a little more than that due to the breeding season. Mr. Hinton said you have mating pairs that he has so the 750 you have now are the breeding pairs and this does not include any other clutches and Mr. Hinton said that with doing to math you have half of what you have would be 350 times ten would be 3,500 and he said yes that is during the breeding season and this is spread out during the whole breeding season and they are taken and sold and once all sold then he is back down to the based number for six months.

Mr. Hinton asked if he wanted to make any modification to his Motion that he did in the beginning and Mr. Kemp stated that he would modify his motion to include the Variance, not to go past the USDA minimum requirements for birds, and for the purpose requested only and was seconded by Josh Ferguson. Motion carried 6 to 1 with Wesley Sisk opposing.

Rezone Application # Z24-0067 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 2-6-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 3-4-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C1200177

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Igor Mitrovic

same as applicant

2435 Daniel Cemetery Rd. NW

Monroe, GA 30656

E-mail address: igor.mitrovic@comcast.net

(If more than one owner, attach Exhibit "A")

Phone # 678-559-4954

Phone # _____

Location: 2435 Daniel Cemetery Rd. Requested Zoning A Acreage 10.63

Existing Use of Property: Residential

Existing Structures: Two outbuildings, 32x24 and 30x90.

The purpose of this rezone is to be able to obtain business license in order to raise show quality poultry/fowl and small pet parrots.

Property is serviced by the following:

Public Water: Provider: WCWD Well: NA

Public Sewer: NA Provider: NA Septic Tank:

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

Igor Mitrovic
Signature

12-30-2024
Date

\$ 300.00
Fee Paid

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North A1 South A1
East A1 West R1

Comprehensive Land Use: Suburban **DRI Required?** Y N

Commission District: 6-Kirklyn Dixon Watershed: TMP

I hereby withdraw the above application _____ Date _____

Article 4, Part 4, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;
 Surrounding properties are rural residential primarily zoned A1. Couple bordering properties have poultry and small farm animals/hookstock.

- 2. The extent to which property values are diminished by the particular zoning restrictions;
 No anticipated diminished property values. Property appearance, noise, or smell will not change. Will be no employees or customer traffic present.

- 3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
 No destruction of property values anticipated.

- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
 Rezoning will not outwardly affect the property or the surrounding public.

5. The suitability of the subject property for the zoned purposes; and

The property is suitably sized to house small farm animals/birds, adequately fenced and landscaped to provide buffer from neighboring properties.

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property

Property not/has not been vacant.

Rezoning Letter of Intent

January 1, 2025

Igor Mitrovic
2435 Daniel Cemetery Rd.
Monroe, GA 30656

To whom it may concern,

I am requesting a zoning change for my property at 2435 Daniel Cemetery Road, from the current A1 zoning, to A. I would like to obtain a business license for the agricultural related activities I am involved in and would like to pursue. For the last 25 years under the previous owner, the property has been used to raise many exhibition chickens and other poultry. Upon purchasing the property in March of 2024 from that dear friend, my goal is to partly continue raising show quality poultry, geese, and small pet parrots. In addition, I do contract work for a pet company in Atlanta (Sun Pet Ltd.) where they compensate me for raising small parrots for them. Essentially, they purchase several young birds from their vendors, I go pick them up, bring them home and hand raise for several weeks and return the birds to them once grown. In order to be able to do this properly and have a business license, I need to apply for rezoning to A.

In terms of how my activities would affect or change the property, I am anticipating very little to no change in the level of activity, noise, smell, or any adverse effect on my neighbors. The majority of my small parrots are kept indoors or within shelter, so their presence is little known. With just under 7 acres, adequate fencing and barrier landscaping, I ensure that my activities pertaining to animals are unobtrusive to my neighbors. I will have no employees or customers on site, or any additional traffic. All of my business is conducted off site, whether it be picking up or returning birds to my contract employer, or showing birds at exhibitions.

In summary, 2435 Daniel Cemetery Road would remain a residential property with very little change in activities from the last 25 years of use. I remain focused on improving the quality and value of the property, as well as visually appealing landscaping from a road side perspective. I am hopeful that you'll consider my rezoning request, and I welcome any questions or concerns you may have.

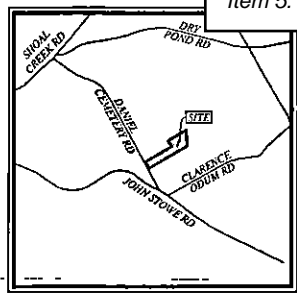
Igor Mitrovic

BK: 128 PG: 119-119
 Filed and Recorded
 03-05-2025 10:46 AM
 DOC# P2025-000047
Karen O. David
 KAREN P. DAVID
 CLERK OF SUPERIOR COURT
 WALTON COUNTY

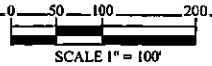
SURVEY NOTES
 1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 33,635 AND WAS UNADJUSTED.
 2. THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A LEICA TS16 SERIES TOTAL STATION.
 3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 306,525 FEET

LINE TABLE

LINE #	DIRECTION	DISTANCE
L1	N 27°31'17" W	200.06'
L2	S 23°14'35" E	23.81'
L3	S 18°11'18" E	31.09'
L4	S 08°48'41" E	35.73'
L5	S 27°09'13" E	25.53'
L6	S 10°35'11" E	25.97'
L7	S 19°29'28" E	12.13'
L8	S 10°25'32" E	39.18'
L9	S 20°06'17" E	35.82'
L10	S 19°42'15" E	78.23'
L11	S 15°16'41" E	39.23'
L12	N 53°53'13" E	80.07'
L13	N 27°56'48" W	126.38'



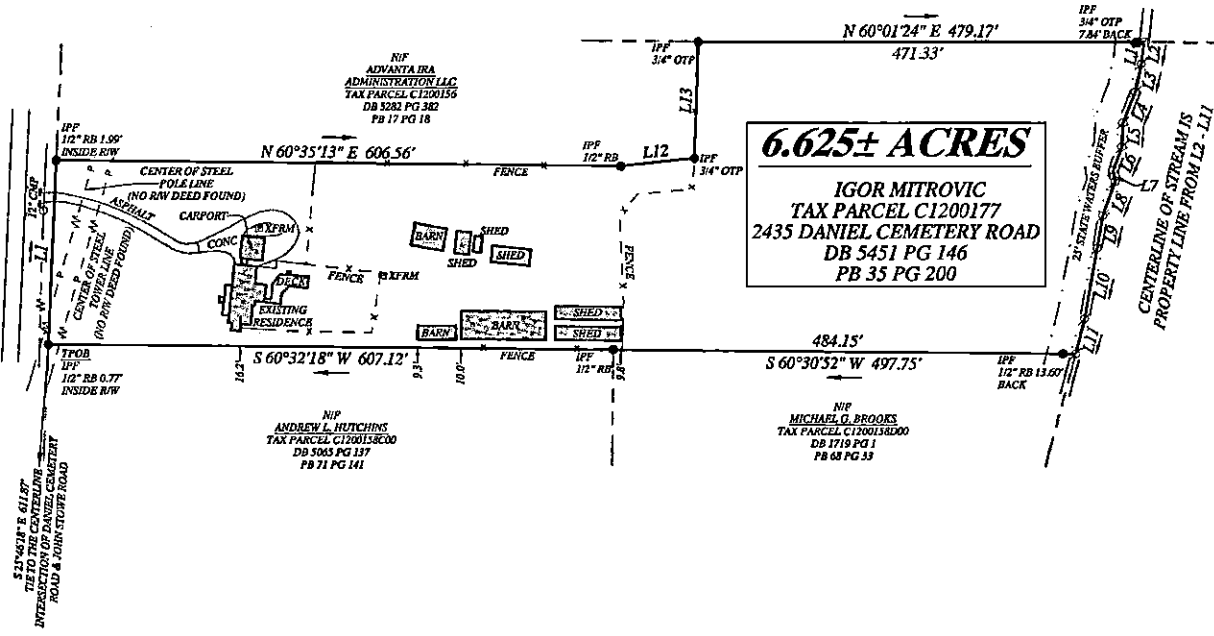
SPACE RESERVED FOR CLERK OF SUPERIOR COURT



NIP
 LUI H. CONNERLEY
 & HAROLD A. CONNERLEY
 TAX PARCEL C1200173
 DB 648 PG 55
 PB 23 PG 29

VICINITY MAP
 NOT TO SCALE

DANIEL CEMETERY ROAD
 (80' RIGHT-OF-WAY - 18" ASPHALT)



REFERENCES
 DB 5431 PG 146
 PB 35 PG 200
 PB 74 PG 33

- GENERAL NOTES**
- FIELD SURVEY WAS COMPLETED ON 2/26/2025.
 - OWNER OF RECORD FOR THE SUBJECT PROPERTY IS:
 IGOR MITROVIC
 2435 DANIEL CEMETERY RD
 MONROE, GA 30656
 - TITLE REFERENCES REGARDING ADJOINERS ARE SUBJECT TO INFORMATION PROVIDED BY LOCAL GOVERNMENT.
 - SUBJECT PROPERTY IS LOCATED WITHIN AREAS HAVING ZONE DESIGNATIONS OF "ZONE X", DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 13297C0130F WITH AN EFFECTIVE DATE OF 12/15/2022 FOR COMMUNITY NUMBER 130185, WALTON COUNTY, GEORGIA.
 - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT(S) OR RIGHT(S) OF WAY, WHETHER WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.
 - THIS SITE IS ZONED "A-1" (RURAL ESTATE DISTRICT).
 - NO VISIBLE EVIDENCE OF BURIAL GROUNDS WERE OBSERVED WITHIN THIS SITE NOR WERE ANY REPORTED TO THIS FIRM.
 - THIS PROPERTY MAY OR MAY NOT CONTAIN WETLANDS. NO WETLANDS WERE INVESTIGATED, IDENTIFIED, DELINEATED, LOCATED OR CONFIRMED FOR PURPOSES OF THIS SURVEY.
 - SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BOTH RECORDED AND UNRECORDED.
 - DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES BASED ON THE U.S. SURVEY FOOT.
 - THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE).

NIP
 MATTHEW S. DIETZEL &
 STEPHANIE DIETZEL
 TAX PARCEL C1200159
 DB 479 PG 68

- SURVEY LEGEND**
- IPF IRON PIN FOUND
 - IPS IRON PIN SET
 - RB REBAR
 - MNF MAG NAIL FOUND
 - OTF OPEN TOP PIPE
 - CTF CRUMPLED TOP PIPE
 - CMF CONCRETE MONUMENT FOUND
 - PB PLAT BOOK
 - DB DEED BOOK
 - RAW RIGHT-OF-WAY
 - TPOB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - WPAR POWER TRANSFORMER
 - PROPERTY CORNER FOUND
 - PROPERTY CORNER SET
 - COMPUTED POINT
 - OVERHEAD POWER
 - UTILITY POLE

SURVEYOR'S CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY 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 15-6-67.

John F. Arner
 JOHN F. ARNER, III RL542905

2/28/2025
 DATE

W&A ENGINEERING
 335 Oneta Street, Ste. 0100
 Atlanta, GA 30301
 P: (770) 533-6400
 www.waengineering.com | info@waengineering.com

DATE	REVISIONS
02/28/2025	

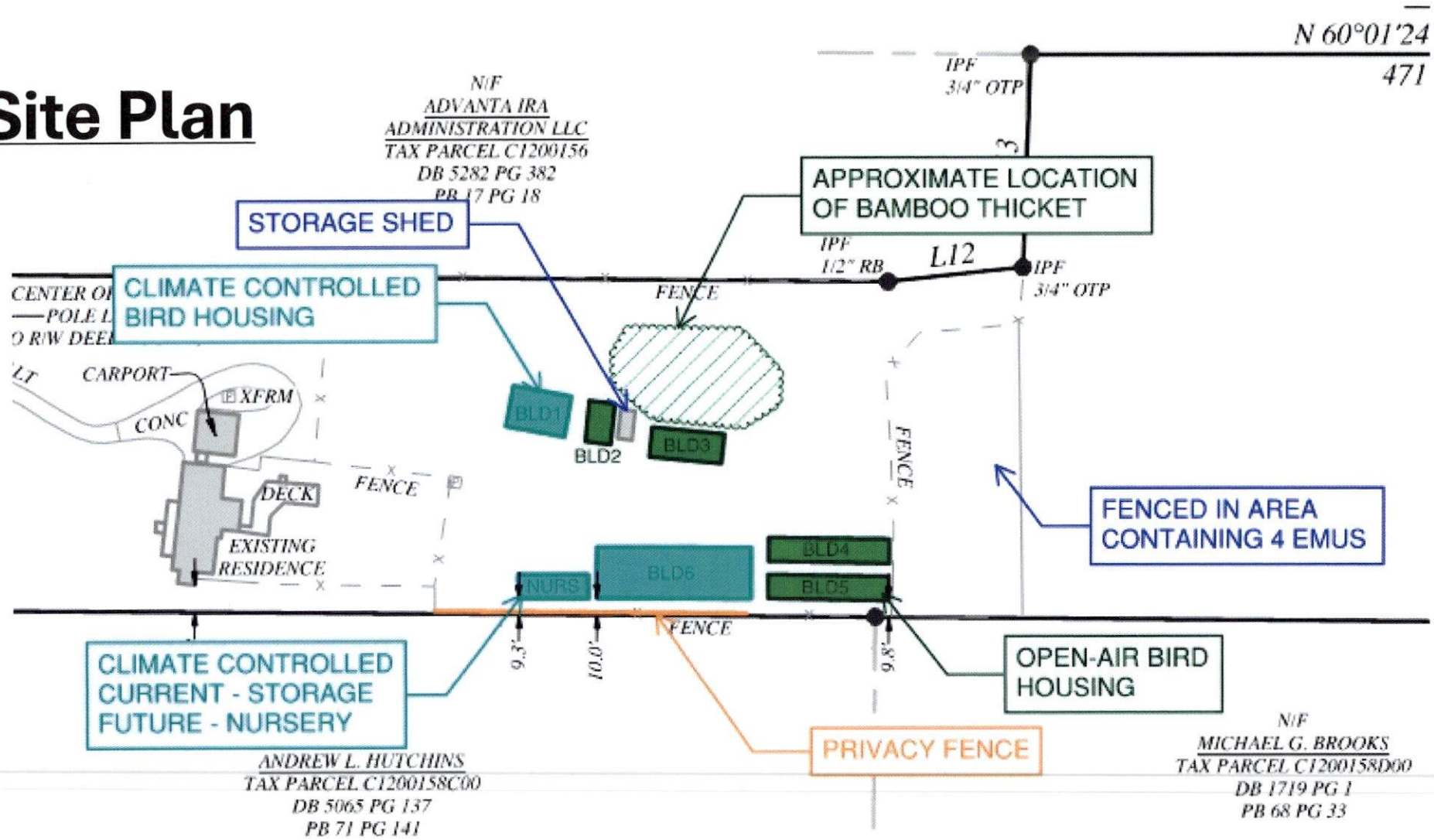
RETRACEMENT SURVEY FOR:
IGOR MITROVIC
 2435 DANIEL CEMETERY ROAD
 MONROE, GEORGIA 30655
 WALTON COUNTY
 LAND LOT 146 - 3RD LAND DISTRICT - 250TH G.M.D.



JOB NUMBER	25-00090
DRAFTED BY:	CL
REVIEWED BY:	JB
SHEET 1 OF 1	



Site Plan



Request to Rezone from A1 to A

2435 Daniel Cemetery Road

To raise small pet parrots and small poultry for sale/exhibition



Proposed Use

- No changes to front of property, remains residential.
 - No employees.
 - No customer visits on property.
 - Noise equivalent to songbirds. Louder species housed in one barn, heavily shielded by bamboo thicket to minimize sound.
 - Supplemental lighting automated and off by 8:00pm.
 - Bird enclosures sheltered, dry, and kept clean. No smells. Waste is minimal and equivalent to household trash; paper, spent dry seed hulls.
-

Neighboring Properties

Denise Joseph/Roy Kishun – 2455 Daniel Cemetery Rd.

-No concerns regarding rezone. Submitted statement of approval.

Shannon & Cassie Byron – 2415 Daniel Cemetery Rd.

-No concerns regarding rezone. Submitted statement of approval.

Michael Brooks – 1816 Clarence Odum Rd.

-No concerns regarding rezone. Gave verbal approval.

Andrew Hutchins – 2425 Daniel Cemetery Rd.

-Concerned about the smells of the ~1000 chickens the previous property owner housed. Explained/showed my birds and how the property looks now. Concerns addressed and statement of approval submitted.



Planning and Development Department Case Information

Case Number: Z25-0028

Meeting Dates: Planning Commission 03-06-2025

Board of Commissioners 04-01-2025

Applicant:
Shield Sword LLC
1155 Jim Daws Road
Monroe, Georgia 30656

Owner:
James William Burson II
2069 Highway 11 NW
Monroe, Georgia 30656

Current Zoning: A2

Request: Request zoning from A2 to B1 for martial arts studio.

Address: 2069 Highway 11 NW/Mountain Creek Church Road, Monroe, Georgia 30656

Map Number/Site Area: C0860040

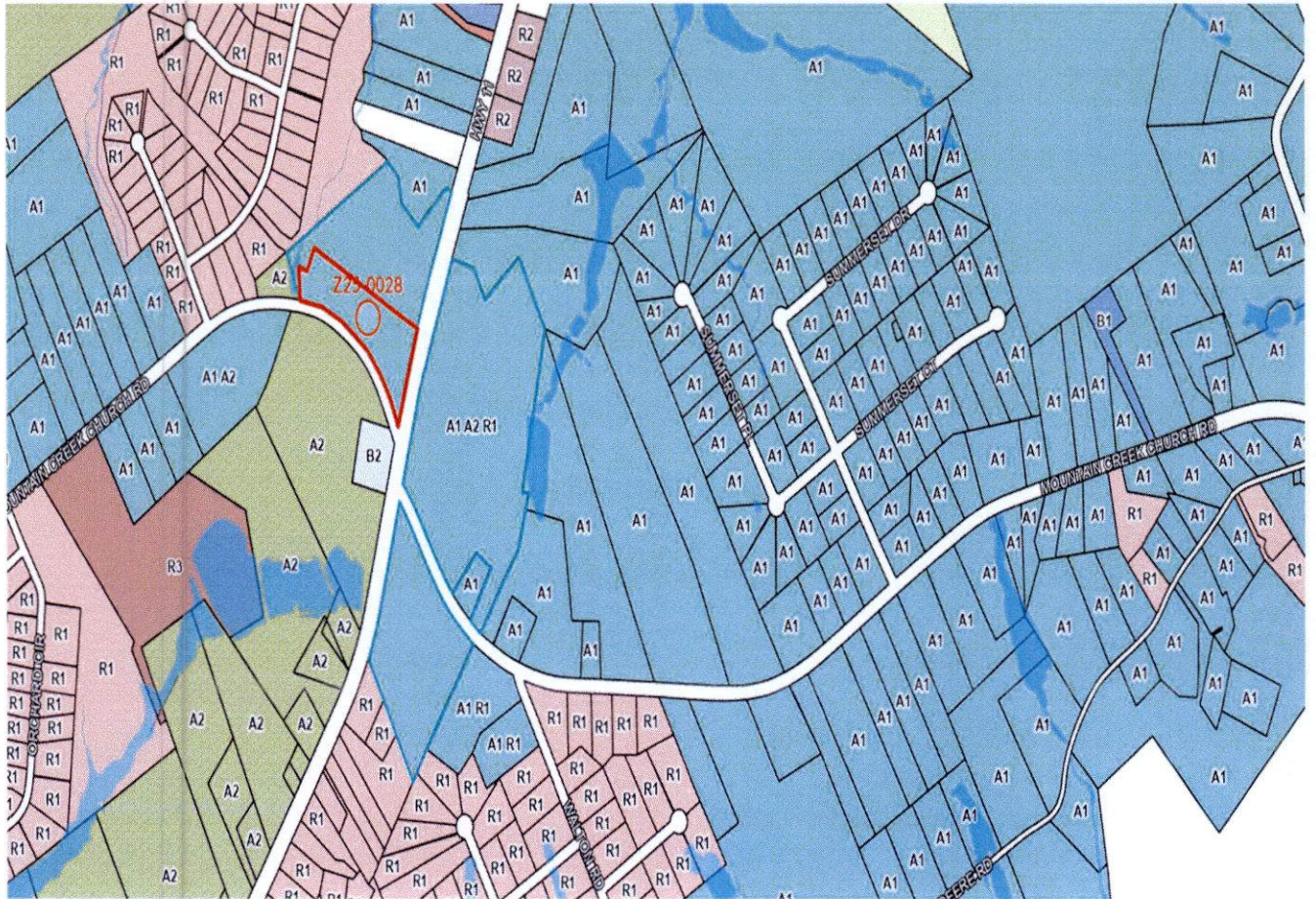
Character Area: Employment Center

District 5 Commissioner-Jeremy Adams Planning Commission-Tim Hinton

Existing Site Conditions: Property consists of 48.58 acres but only 2.6 is in the request for the rezone.



The surrounding properties are zoned A1, A2, R1 and B2.

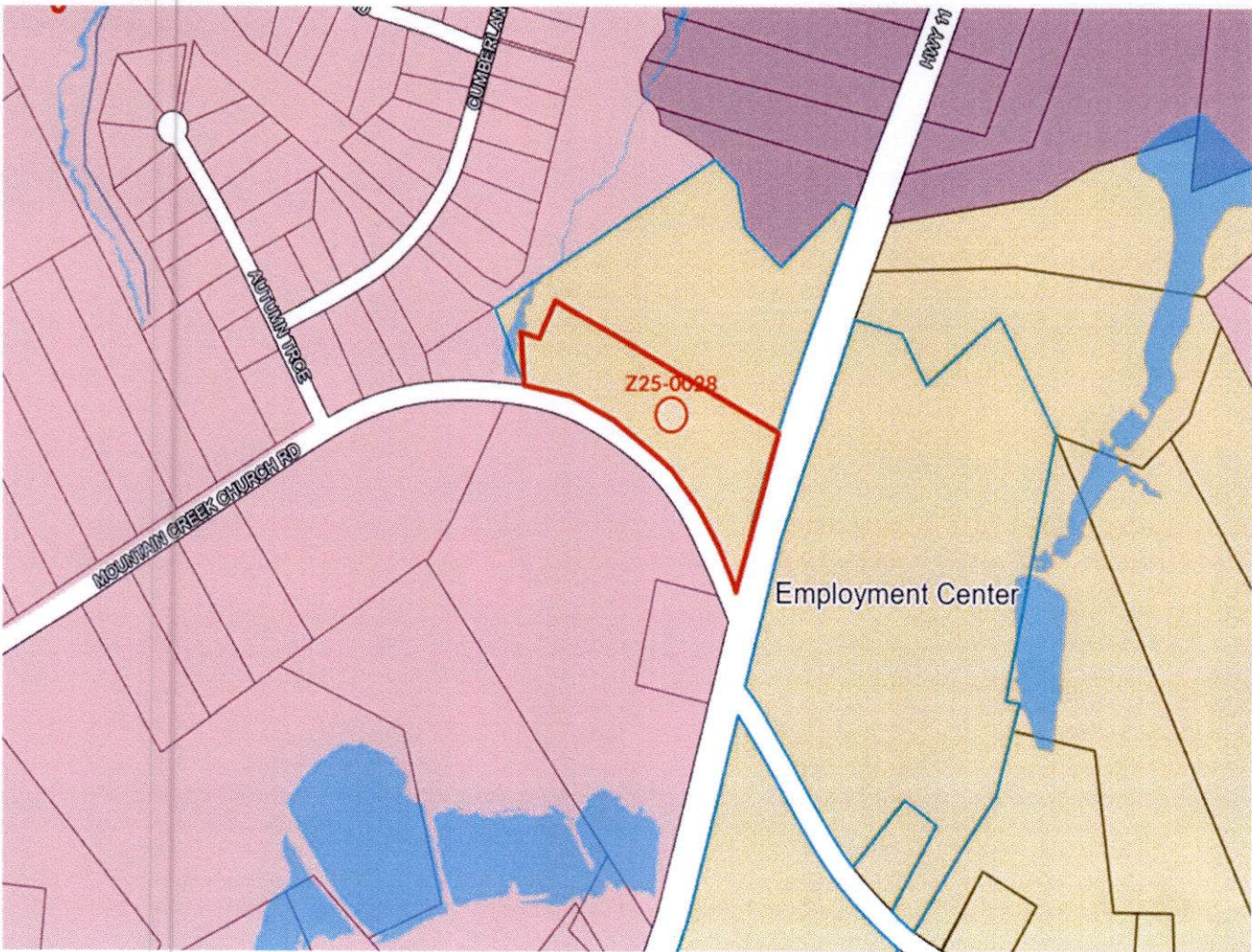


Subdivisions surrounding property:



The property is not located in a Watershed.

The Future Land Use Map for this property is Employment Center.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a commercial driveway and possibly may need to install a deceleration lane.

Sheriffs' Department: No comment received.

Water Authority: This property is located within the City of Monroe Service Area.

Fire Marshal Review: Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: Impacts can include increased fire and emergency medical response. The intersection of Hwy 11 and Mt. Creek could cause more accidents with a commercial development.

Board of Education: No comment received.

DOT Comments: Will require coordination with Georgia DOT for any encroachment onto R/W. Driveway will need to come from the side road since side road access is deemed as reasonable access.

City of Monroe: No comment received.

PC ACTION 3/6/2025:

1. Z25-0028- Rezone 2.60 acres from A2 to B1 for a martial arts studio-Applicant: Shield Sword LLC/Owner: James William Burson II located on 2069 Hwy 11 & Mountain Creek Church Rd/Map/Parcel C0860040-District 5.

Presentation: Jeremy White represented the case. He owns a martial arts studio at 758 West Spring Street, Monroe, Georgia. They have been voted the best martial arts studio in Walton County 2 years in a row. He would like to expand to allow growth because they are outgrowing the space that they have. He would like to rezone 2.60 acres to B1. We found it to be an ideal location.

Tim Hinton asked if this was at the intersection of Mountain Creek Church Road and Highway 11, and he stated that it was correct and there is already an established use on the corner. Mr. White was asked how many clients or classes you intend to have on site at a time and Mr. White stated that he usually has 20 to 40 students there at a time and he currently has 220 members. As far as the new location he would have 40 to 70 students at once and, but the parking lot will have 48 spots. Mr. Hinton asked if he was affiliated with the school system, and he stated that he is with all the elementary

schools and he buses children from the schools and has partnered with some schools such as Country Day School and classes are from 4:00 to 6:00 p.m. for after schoolers.

Speaking: Billy Mitchell, who represents Bill Burson spoke for it and stated that the martial arts studio is a good fit for the area. It is on Highway Corridor north and more businesses will infiltrate over time in the area, and it is across from Dr. Adams office and feels that this is a good wholesome use for this location.

Recommendation: Tim Hinton made a motion to recommend approval as submitted and was seconded by Chris Alexander. The Motion carried unanimously.

Rezone Application # 225-0028 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 3-6-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 4-8-2025 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0860040

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

SHIELD SWORD LLC

BURSON JAMES WILLIAM II

1155 JIM DAWS RD

2069 HIGHWAY 11 NW

MONROE, GA 30656

MONROE, GA 30656

E-mail address: motivatemartialarts@icloud.com

(If more than one owner, attach Exhibit "A")

Phone # 770-558-7990

Phone # 770-639-2653

Location: 2069 Highway 11 Requested Zoning B-1 Acreage +/-2.6 AC

Existing Use of Property: Residential / Agricultural

Existing Structures: House, Barn, Utility Building (2)

The purpose of this rezone is to rezone a 2.6-acre portion of the 48.5-acre parcel to B-1 to allow the construction of a 6,000 square foot martial arts studio and required site improvements (parking, stormwater, wastewater, access).

Property is serviced by the following:

Public Water: Provider: Walton County Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

Signature [Signature] Date 1/10/2025 Fee Paid \$ 450.00

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1/B1 (A2)

Surrounding Zoning: North A1 South A2/B2
East R1/A2 West A1/A2 R1

Comprehensive Land Use: Employment Center **DRI Required?** Y _____ N

Commission District: 5-Jeremy Adams Watershed: _____ TMP _____

I hereby withdraw the above application _____ Date _____

Article 4, Part 4, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;
The existing zoning of nearby properties is generally made up of R1, R2, A1, and A2 with OI, B3, and B2 scattered throughout. Uses include residential, agricultural, and institutional.

- 2. The extent to which property values are diminished by the particular zoning restrictions;
The existing A2 zoning limits the allowed uses to agricultural and larger acreage, sparse residential. The current zoning does not align with the Future Land Use Plan designation of "Employment Center" and as a consequence limits the potential for the subject and surrounding properties.

- 3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
The limitations of the existing A2 zoning restrict the opportunity for neighborhood services or other potential retail / commercial development on this site. The public may benefit from this due to the site remaining undeveloped or unchanged for the foreseeable future.

- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
The limitations of the existing A2 zoning restrict the opportunity for neighborhood services or other potential retail / commercial development on this site. The public may benefit from this due to the site remaining undeveloped or unchanged for the foreseeable future, as the site would remain an agricultural use.

5. The suitability of the subject property for the zoned purposes; and
The proposed zoning to B-1 would allow for light retail and service
businesses, which are a benefit to small residential areas. The
location near a major intersection allows for convenient access from
all directions. The site design would meet or exceed all requirements
of the Walton County Land Development Ordinance, to ensure the
health, safety, and welfare of the public.

6. The length of time the property has been vacant as zoned, considered in
the context of land development in the area in the vicinity of the property
The portion of the subject property requested to be rezoned has
never been developed.

BURSON

**AUTHORIZATION
BY PROPERTY OWNER**

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Shield Sword LLC

Address: 1155 Jim Daws Road Monroe Ga 30656

Telephone: 770-558-7990

Location of Property: 2069 Highway 11
Monroe, GA 30656

Map/Parcel Number: C0860040

Current Zoning: A-2 Requested Zoning: B-1

James W. Burson II
Property Owner Signature _____ Property Owner Signature _____

Print Name: JAMES W. BURSON II Print Name: _____

Address: 2069 Hwy 11 Address: _____
Monroe, Ga. 30656

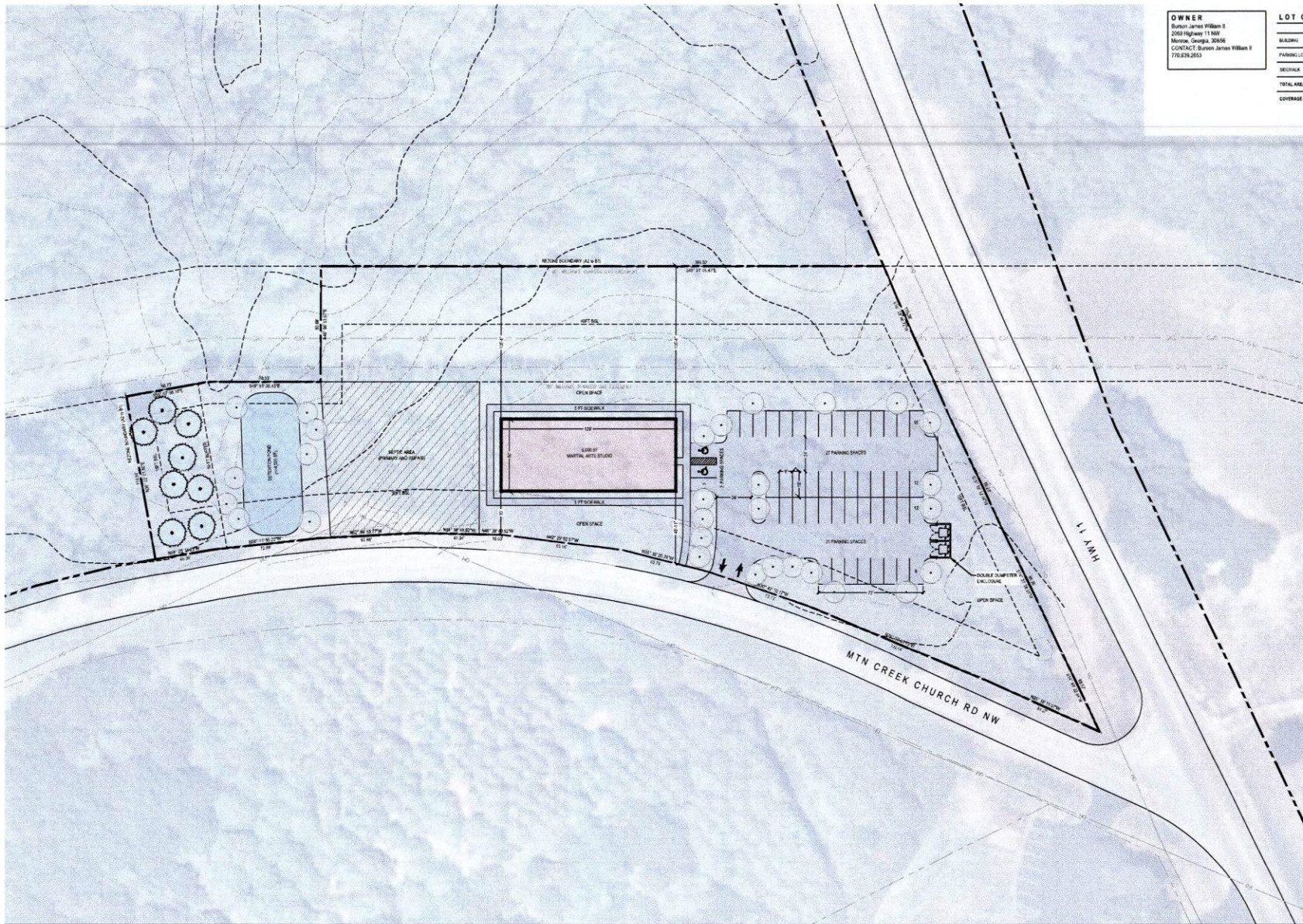
Phone #: 770-639-2653 Phone #: _____

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.

Kimberly K. McCord 1/21/25
Notary Public _____ Date



n



OWNER
 Burton James Wilham II
 2009 Highway 11 NW
 Marietta, Georgia 30066
 CONTACT: Burton James Wilham II
 770.679.2653

LOT COVERAGE - ALLOWED 75.8%

	EXISTING AC	EXISTING SF	PROPOSED AC	PROPOSED SF
BUILDING	0.00	0	0.54 AC	3,600 SF
PARKING LOT	0.00	0	0.66 AC	4,548 SF
DRIVEWAY	0.00	0	0.08 AC	528 SF
TOTAL AREA	1.00 AC	0 SF	1.28 AC	8,676 SF
COVERAGE %			12.7%	

PARKING

	REQUIRED (AS PER USE SF, HEALTHY GOLF)	PROVIDED (AS PER 1,000 SF)
MARTIAL ARTS STUDIO	0 SPACES	36 SPACES
ADJ. SPACES	2	7
TOTAL	27 (INC. 2 ADA)	50 (INC. 3 ADA)

UTILITY DATA

WATER SUPPLY	WELTON COUNTY
SEWERAGE SYSTEM	PRIVATE
ROAD WASTE	PRIVATE CONTRACT
PROPOSED UTILITIES	ALL UTILITIES ARE TO BE INSTALLED UNDER GRADE. UTILITIES WILL BE COORDINATED WITH PROPOSED EASEMENTS.

PROJECT INFORMATION

ADDRESS	2009 HIGHWAY 11 NW
PARCEL NUMBER	00000000
ACREAGE	1.0 AC
EXISTING ZONING	AG
PROPOSED ZONING	RF
EXISTING USE	VACANT
PROPOSED USE	COMMERCIAL
FIRM FLOOD	NO PORTION OF THIS SITE LIES WITHIN A FLOOD HAZARD ACCORDING TO THE MAP NUMBER 1302-C-0001-DATED 05/2006. THERE ARE NO SUBSTANTIAL WETLANDS OR ADJACENT TO THIS SITE.
SEWER	NO SEWER USE PROPOSED AT THIS TIME. A SEWERAGE PERMIT WILL BE FILED FOR THIS SITE.
SURVEY INFO	BOUNDARY AND INFORMATION FOR SITE LIES WITHIN RECORD PLATS AND GIS INFORMATION AVAILABLE ONLINE.
CONTRACTOR	SEWER/WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH COUNTY ORDINANCES AND REGULATIONS.
PARKING	THIS PROJECT IS TO BE CONSTRUCTED IN A SMALL FINAL SURVEYING OF AN APPROX. OF ALL REQUIRED PERMITS AND AFTER OBTAINING ALL REQUIRED PERMITS.

NOTE:
 REFERENCE ARTICLE 8, SECTION 8-4-103 B AND BOUNDARIES IN SHELBY DISTRICT 88 IN THE WELTON COUNTY LAND DEVELOPMENT CODE FOR PERMITTED LAND USES AND DEVELOPMENT STANDARDS.



Motivate Martial Arts

Monroe, Georgia
Walton County

Rezone Concept Plan

01/24/25

Sheet Index	
Sheet No.	Description
RZ-00	Cover
RZ-10	Overall Site
RZ-20	Concept Plan

Project Team

Owner
Simon James William II
2069 Highway 11 NW
Monroe, Georgia, 30656
Contact: Simon James William II
sljtw@protonmail.com
770.632.2655

Developer
Sheed Shield LLC
185 Jim Davis Road
Monroe, Georgia, 30656
Contact: Sheed Shield LLC
Motivatemartialarts@icloud.com
770.658.7990

Contractor
TBD

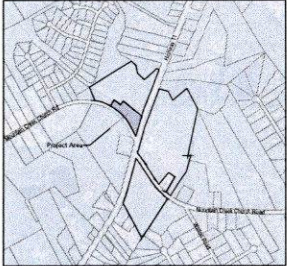
Contact: ----

Architect
TBD

Contact: ----

Planner / Engineer / Landscape Architect
SPG Planners + Engineers, LLC
1725 Electric Avenue, STE 200
Wakarusa, GA 30077
Contact: Ed Lane, PE
ed@spgeng.com
706.769.9535

Land Surveyor
SPG Land Surveyors
236 W Franklin St
Hartwell, GA 30643
Contact: Aaron Blomberg
aaron@spg.com
706.769.9535



Vicinity Map
Not to Scale

Project Data

Project Description
This project involves rezoning a 2.6-acre portion of a larger parcel from A2 to B1, facilitating the establishment of a martial arts studio. The site is currently undeveloped and will require land clearing. The commercial development will also necessitate the installation of infrastructure, including storm drain structures, piping, curbing, a stormwater detention basin, waterlines, and a private septic system.

Project Address / Parcel
Parcel(s) C0860040
2069 Highway 11 NW
Monroe, Georgia

Project Zoning
A2
Total Project Area (Parcel)
2.6 AC

Total Proposed Add'l Impervious Area
0.55 AC (22.7%)

24 Hour Erosion Control Contact:
TBD

Project Land Use
Commercial
Total Disturbed Area
1.82 AC (70%)



FEMA Firm Map
Not to Scale



Project Info:
Motivate Martial Arts
2069 Highway 11 NW
Monroe, Georgia
County

Sheet Issue: 01/24/25 Project No.: 22-3499

Firm Info:
Planners + Engineers
SPG Planners + Engineers
1725 Electric Avenue, STE 200
Wakarusa, GA 30077
706.769.9535
www.spgeng.com

Sheet Title:
Cover

RZ-00





SPG Planners + Engineers
1725 Electric Avenue
Suite 320
Watkinsville, GA 30677

T: 706 769 9515
E: hello@onespg.com
onespg.com

January 24, 2025

Letter of Intent - Rezone
2069 Highway 11 NW
Monroe, GA 30656
Parcel C0860040

Introduction

The property referenced as Tax Parcel C0860040 is currently owned by James William Burson II. The potential developer, Sword Shield LLC, is under contract to purchase a 2.6-acre portion of the overall property, pending approval of this rezone request. The property is currently zoned A2, and the developer is requesting the 2.6-acre portion to be rezoned to B1 to allow the construction of a 6,000 SF martial arts studio.

Site

The site is located off Highway 11 in Walton County, Georgia. The property is comprised of approximately 48.58 acres. Existing structures include a residence, barn, pool, and utility building, to remain.

Adjacent property zoning includes A2 to the south and southwest, R1 to the northwest, A1 to the north, and A1 to the east.

There is an existing 80 FT Williams Transco pipeline easement within a portion of the proposed rezone area.

Development

The developer proposes to construct a 6,000 SF martial arts studio with vehicular access, parking, infrastructure, stormwater management system, and pedestrian sidewalks, that meets or exceeds the requirements of the Walton County Land Development Ordinance. The proposed development includes approximately 0.59 acres of impervious surface, or 22.7% percent of the total site area. This is well below the 75%, or 1.95 acres, allowed within the B1 zoning classification. There are no improvements proposed within the adjacent Williams Transco pipeline easement.



Access

The site will be accessed from Mountain Creek Church Road and include a 24-FT, two-way drive aisle to serve the martial arts studio. There is not a proposed connection to Highway 11 N.

Setbacks

Per the Walton County Land Development Ordinance, the building setbacks for property zoned B1 are defined as: Front: (40) FT, Side: (15) FT, and Rear: (40) FT.

Traffic

The proposed martial arts studio will have a minimal impact on the traffic along Mountain Creek Church Road. Per the latest edition of the ITE Manual, the estimated Weekday PM Peak Hour is 24 total trips. GDOT has determined that this development is unlikely to trigger improvements to the Mountain Creek Church Road intersection or a deceleration lane for access.

Water Supply

The water supply for this development is anticipated to be from Walton County.

Sewage Disposal

Sewage disposal will be provided by a private septic system. A Level 3 soil survey was conducted to confirm site feasibility and is enclosed with this submission. The soil in the general area of the proposed septic field appears to be suitable for a conventional septic system.

Utilities

All necessary site utilities are proposed to be underground. All utility connections are anticipated to be from Mountain Creek Church Road.

Solid Waste

Garbage and recycling will be collected in two 8-yard containers and picked up by a private company.

Type of Ownership

Upon approval of the rezone, the 2.6-acre parcel will be subdivided from the main parcel. The new parcel plus all improvements shall be owned by Sword Shield LLC.

Conclusion

The applicant and design team thank you for the opportunity to submit this rezone application. Please contact the applicant or SPG Planners + Engineers with any questions or comments.

Motivate Martial Arts

Monroe, Georgia
Walton County

Rezone Concept Plan

01/24/25



Sheet No.	Description
RZ-00	Cover
RZ-01	Overall Site
RZ-02	Concept Plan

Project Team

Owner
Name: James Wilton II
2569 Highway 11 NW
Monroe, Georgia, 30666
Contact: Justin James Wilton II
j213862@hotmail.com
770.639.2653

Developer
Sword Circle LLC
1705 1st Bank Road
Monroe, Georgia 30666
Contact: Sword Circle LLC
Mfuss@mswordcirclellc.com
770.558.7922

Contractor
TBC
P.O. Box 111
Florida, FL
33408

Architect
TBC
P.O. Box 111
Florida, FL
33408

**Planner / Engineer /
Landscape Architect**
SPG Planners + Engineers, LLC
1705 Electric Avenue, STE 300
Wakiville, GA 30077
Contact: Ed Lane, PE
ed@spg.com
770.769.9635

Land Surveyor
SPG Land Surveys
226 W. Franklin St.
Hartwell, GA 30633
Contact: Aaron Eisenberg
Aaron@spg.com
770.769.9635



Vicinity Map
Not to Scale

Project Data

Project Description
The project involves rezoning a 2.6-acre portion of a larger parcel from A2 to B1 to allow the establishment of a martial arts studio. This rezoning is subject to a site plan and requires land clearing. The proposed development will also necessitate the installation of infrastructure, including stormwater control, parking, signage, a stormwater detention basin, waterlines, and a private septic system.

Project Address / Parcel
Parcel ID: 150303040
2569 Highway 11 NW
Monroe, Georgia

Project Zoning
A2

Total Project Area (Parcel)
2.6 AC

Total Proposed Add'l Impervious Area
0.99 AC (38.7%)

24 Hour Erosion Control Contact:
TBC

Project Land Use
Commercial

Total Disturbed Area
1.66 AC (75%)



FEMA Firm Map
Not to Scale

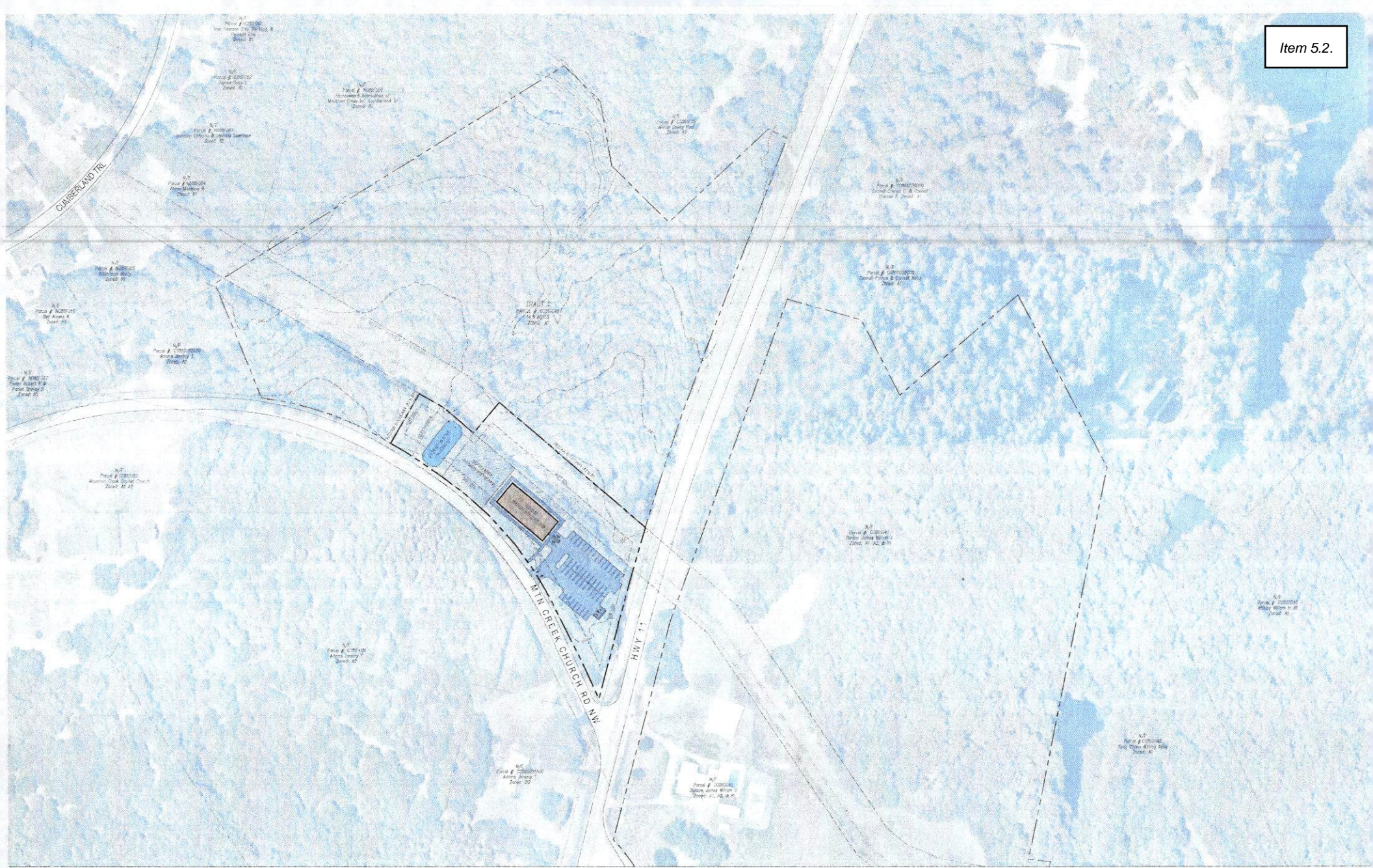


Project Info:
Motivate Martial Arts
2569 Highway 11 NW
Monroe, Georgia
County:

Sheet Issue: 01/24/25 Project No: 22-0303

Firm Info:
SPG Planners + Engineers
1705 Electric Avenue, STE 300
Wakiville, GA 30077
770.769.9635
www.spg.com

Sheet Title:
Cover



OWNER
 Susan James Wilson
 2500 Highway 17 NW
 Marietta, Georgia 30066
 CONTACT: Susan James Wilson |
 770.576.2555

LOT COVERAGE - ALLOWED		SCHEDULE	
TYPE	COEFFICIENT	MINIMUM	MAXIMUM
BUILDING	1.00	0	0
TRUCKING LOT	1.00	0	0
SPECIAL	1.00	0	0
TOTAL AREA	1.00 AC	0.00 AC	0.00 AC
COVERAGE %		0.0%	0.0%

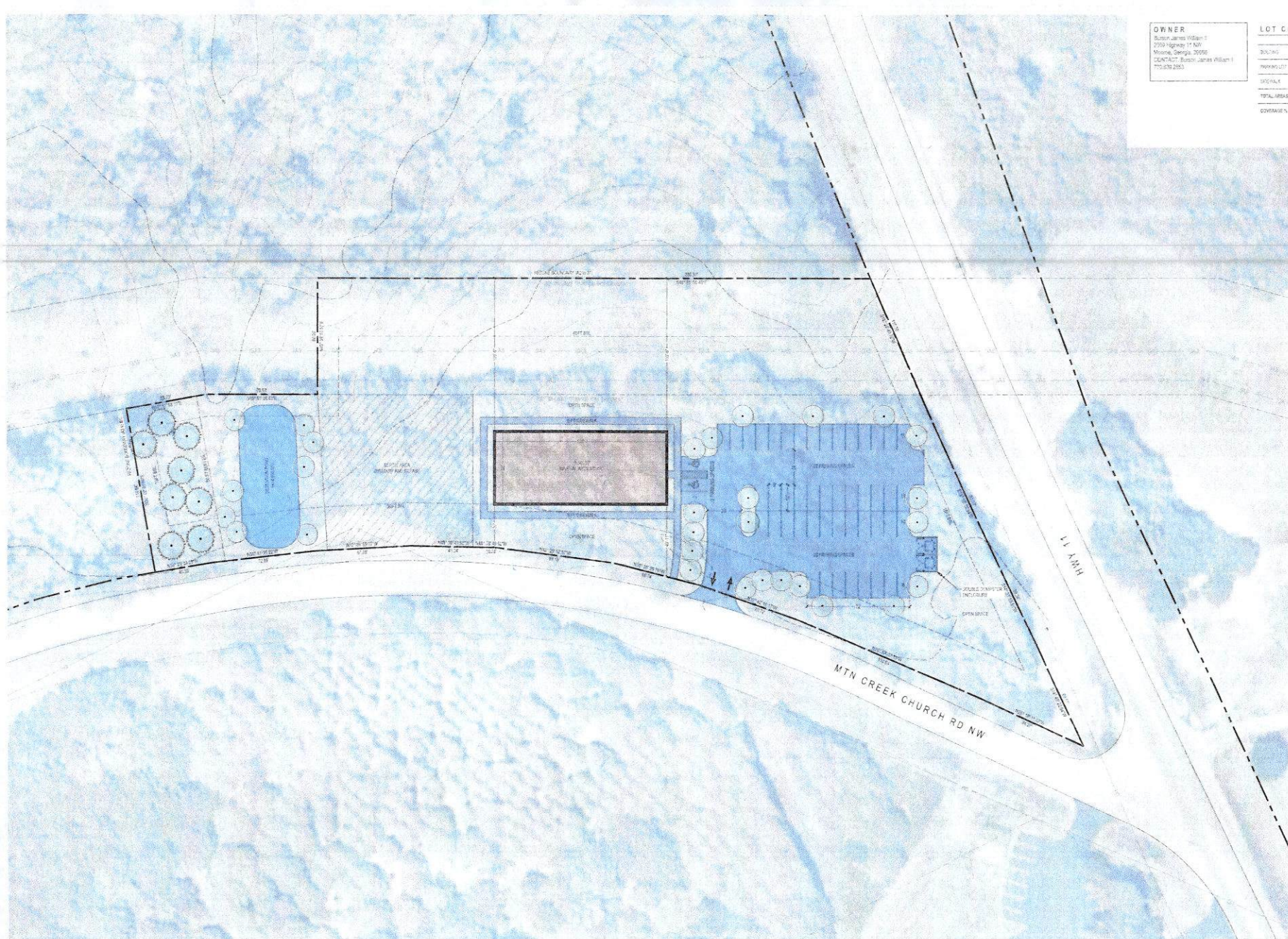
Item 5.2.

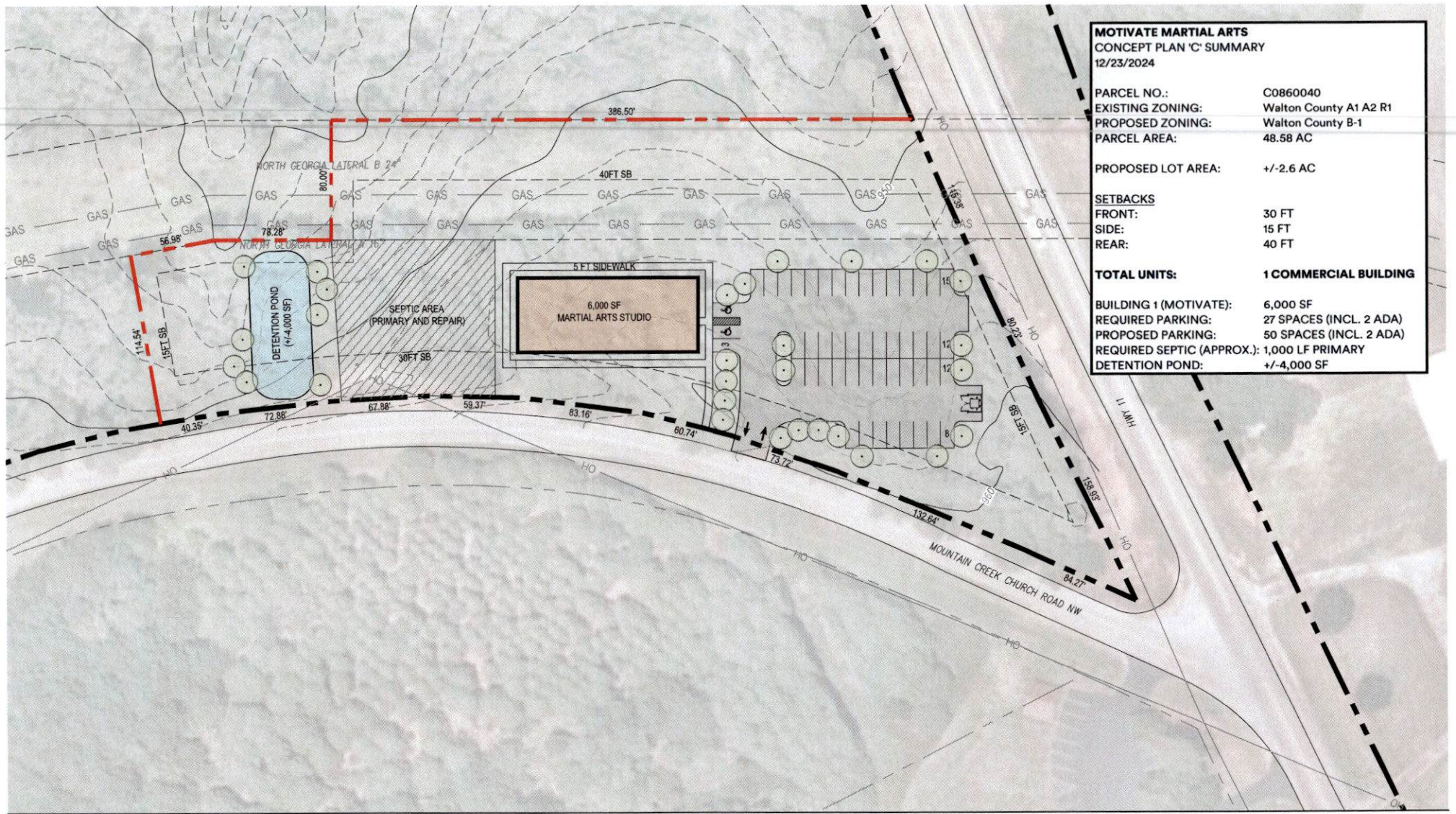
INITIAL ARTS STUDIO (HEALTH CLUB)	PARKING	
	REQUIRED	PROVIDED
27 SPACES	27 SPACES	27 SPACES
ADA SPACES: 2	2	2
TOTAL	27 (INC. 2 ADA)	27 (INC. 2 ADA)

UTILITY DATA	
WATER SUPPLY	MULTI-COUNTY
SEWERAGE DISPOSAL	PRIVATE
SEWER WASTE	PRIVATE CONTRACT
POWER/UTILITIES	ALL UTILITIES ARE TO BE INSTALLED UNDER SEPARATE UTILITIES PERmits CONTRACTS WITH DESIGNATED AGREEMENTS

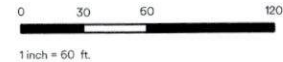
PROJECT INFORMATION	
ADDRESS	2500 HIGHWAY 17 NW
PARCEL NUMBER	00000000
AREAS	2.8 AC
EXISTING ZONING	A2
PROPOSED ZONING	B1
PROPOSED USE	USPAC
PROPOSED USE	COMMERCIAL
FLOOD FLOOD	NO FLOODING THIS SITE WITHIN A FLOODPLAIN ACCORDING TO FLOOD MAP NUMBER 13010001000100010001 THERE ARE NO ENVIRONMENTAL SENSITIVE AREAS ON THIS SITE
SHADE	NO SHADES PROPOSED AT THIS TIME. A SHADING STUDY WILL BE REQUIRED FOR SUBMITTAL.
DRIVEWAY	BOUNDARY AND INSULATION FOR DRIVEWAY FROM CURB PLATS AND USE APPROVED BY LOCAL AGENCIES
DECK/PAVING	CONCRETE PAVING SHALL BE IN ACCORDANCE WITH COUNTY ORDINANCES AND REGULATIONS
PAVING	RESURFACING TO BE CONDUCTED IN A SINGLE PHASE TO BE COMPLETED WITHIN 90 DAYS OF THE COMMENCEMENT OF CONSTRUCTION PERMITS

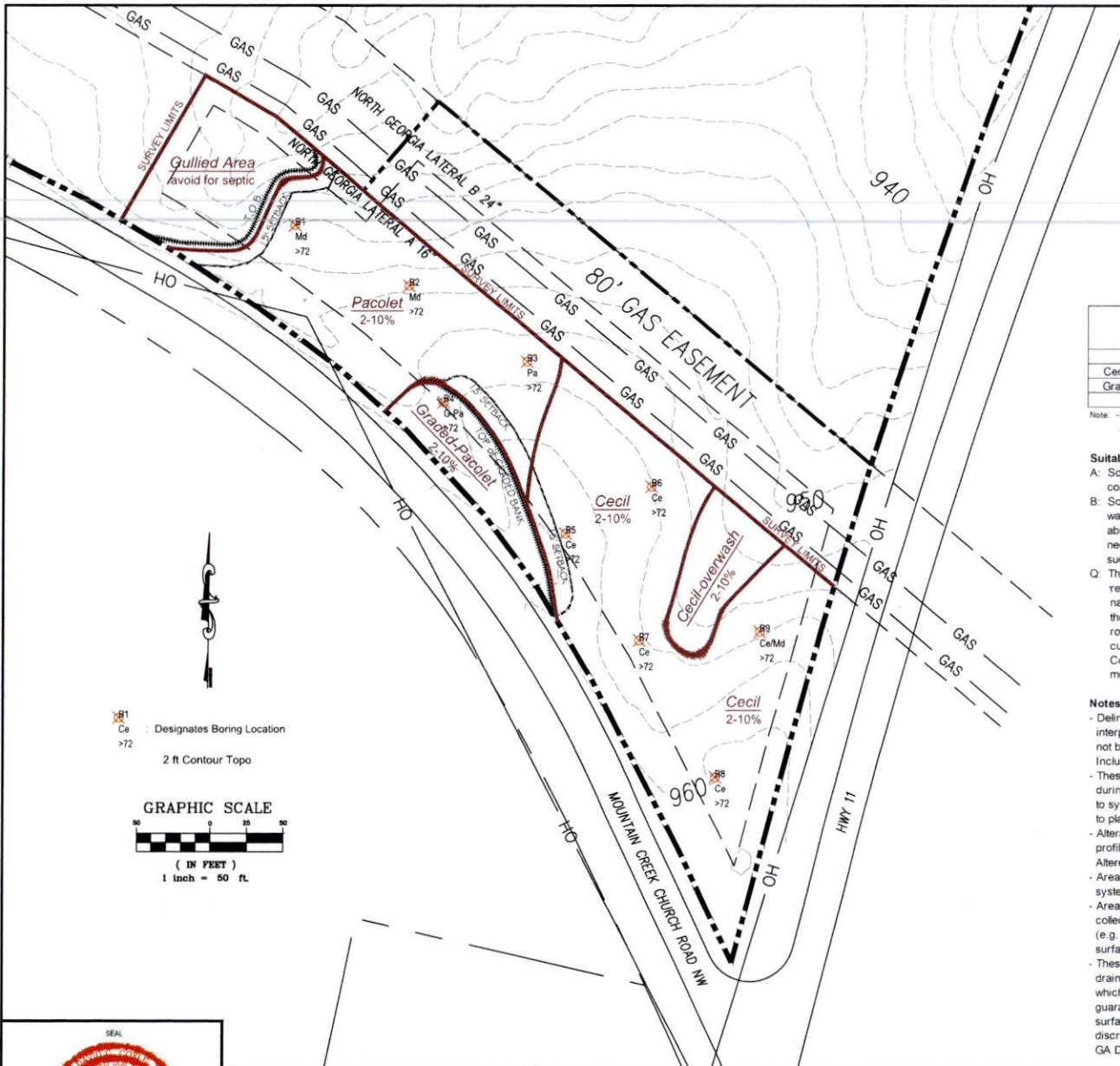
NOTES
 REFERENCE ARTICLE 4, SECTION 6.1.1.00 REGARDING MINIMUM REQUIREMENTS FOR DEVELOPMENT PERMITS AND DEVELOPMENT STANDARDS.





MOTIVATE MARTIAL ARTS CONCEPT PLAN 'C' SUMMARY 12/23/2024	
PARCEL NO.:	C0860040
EXISTING ZONING:	Walton County A1 A2 R1
PROPOSED ZONING:	Walton County B-1
PARCEL AREA:	48.58 AC
PROPOSED LOT AREA:	+/- 2.6 AC
SETBACKS	
FRONT:	30 FT
SIDE:	15 FT
REAR:	40 FT
TOTAL UNITS:	1 COMMERCIAL BUILDING
BUILDING 1 (MOTIVATE):	6,000 SF
REQUIRED PARKING:	27 SPACES (INCL. 2 ADA)
PROPOSED PARKING:	50 SPACES (INCL. 2 ADA)
REQUIRED SEPTIC (APPROX.):	1,000 LF PRIMARY
DETENTION POND:	+/- 4,000 SF





SOIL DATA & SUITABILITY TABLE
 Division of Parcel C0860040; Mountain Creek Church Rd; Walton Co.
 for: SPG Planners + Engineers
 Tract Area: 2.6 ac; Area Surveyed: 1.8 ac

NRCS SERIES	SLOPE RANGES (%)	DEPTH TO ROCK (inches)	DEPTH TO WATER TABLE (inches)	TRENCH DEPTH (inches)	ESTIMATED PERC RATE (min/in)	SUITABILITY CODES
Cecil	2-8	>72	>72	24-36	60	A
Cecil-overwash	2-8	>72	>72	24-36	75	B
Graded-Pacolet	2-8	>72	>72	see code	see code	Q
Pacolet	2-8	>72	>72	24-36	50	A

Note: - Hard rock is defined as material that is consolidated, non-fractured and is impenetrable with a hand auger
 - Depth to water is defined as the depth to first indication of seasonal saturation

Suitability Codes:

A: Soils are well drained and free of significant limitations. These soils should have ability to accommodate conventional on-site systems with proper design, installation, and maintenance.

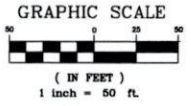
B: Soils are well drained but reside in a concave landscape position that is subject to surface and subsurface water flow during and after storm events. These soils should provide adequate permeability to support conventional absorption fields providing that transient water flow is addressed during planning and system design. Where necessary, mechanisms should be installed upslope from the system to prevent inundation by transient water, such as surface water diversions (berms & swales) and subsurface water interceptors (curtain drains).

Q: This unit presents as an abandoned road bed containing uneven and acute topography. The area has reforested and stabilized. The soils were originally Pacolet series with as much as 3 ft removed from the natural profile. The remaining soils are well drained and suitable for conventional absorption fields; however, the topography is not conducive to drain field installation along the contour and surface drainage will need to be routed away from the area. Site modification, such as minor grading to blend the vertical face of the road cut into the surrounding contours to produce a smoother surface, may be considered with these soils. Consult the soil scientist for recommendations. Trench depths would need to be determined once modifications are complete.

Notes & Comments:

- Delineation of soil unit boundaries were derived from soil characteristics observed at specific boring locations and interpolated through relationships in landscape position. Lines delineating soil unit boundaries on soil map should not be considered precise. They should be considered as transitional areas dividing soils with different utilizations. Inclusions of dissimilar soils may exist within these units which are too small to delineate at this survey intensity.
- These soils rely heavily on soil structure for hydraulic conductivity. Soil structure can be damaged and sealed up during system installation if soils are too moist or trench bottoms are subjected to heavy foot traffic, which can lead to system failure. Systems should be installed under dry conditions. Surfaces of trenches should be scarified prior to placement of drain field product and closure of trenches if sidewalls and bottom appear smeared or packed.
- Alterations, during construction or prior to drain field installation, that result in significant changes to the natural soil profile render the specifications of those soils inapplicable and may render them unusable for drain field application. Altered soils should be reevaluated to determine suitability prior to system design and installation.
- Areas outside of lines labeled SURVEY LIMITS on soil map were not studied and should not be considered for on-site system application without a more extensive survey.
- Areas that reside in concave landscape positions or are subject to natural or man-made surface and subsurface water collection should not be considered for drain field application without the use of water diversion mechanisms (e.g. curtain drains, berms, etc.) to divert water away from drain field area. Drainage from downslopes, impervious surfaces, or features that channel storm water should be routed away from all on-site system components.
- These recommendations, including perc rates, trench depths, and suitability, are based on typical gravel and pipe drain field systems. Other products are available, including chamber, multi-pipe, and synthetic media systems, which may not conform to the same standards as gravel and pipe systems. Solum Soils & Water does not guarantee the performance of any on-site wastewater system, particularly those that incorporate length and surface area reductions based on product selection. The system type, size, and overall design is at the discretion of the property owner and their system designer / installer. All permitting decisions are subject to GA DPH and local environmental health department review and approval.

ⓧ^{R1}
Ce
>72
Designates Boring Location
2 ft Contour Topo



DATE: 1/16/25
 SHEET: 1 OF 1
 PRINT SCALE: 18x24 @ 1:50
 DRAWING SCALE: 1"=50'
 Area Surveyed: +/- 1.8 ac

DIVISION OF PARCEL C0860040
 MOUNTAIN CHURCH RD & HWY 11
 MONROE, GA
 WALTON COUNTY
 for
SPG PLANNERS + ENGINEERS

LEVEL III SOIL SURVEY
 for permitting of on-site wastewater systems

REVIS.	DATE	DESCRIPTION

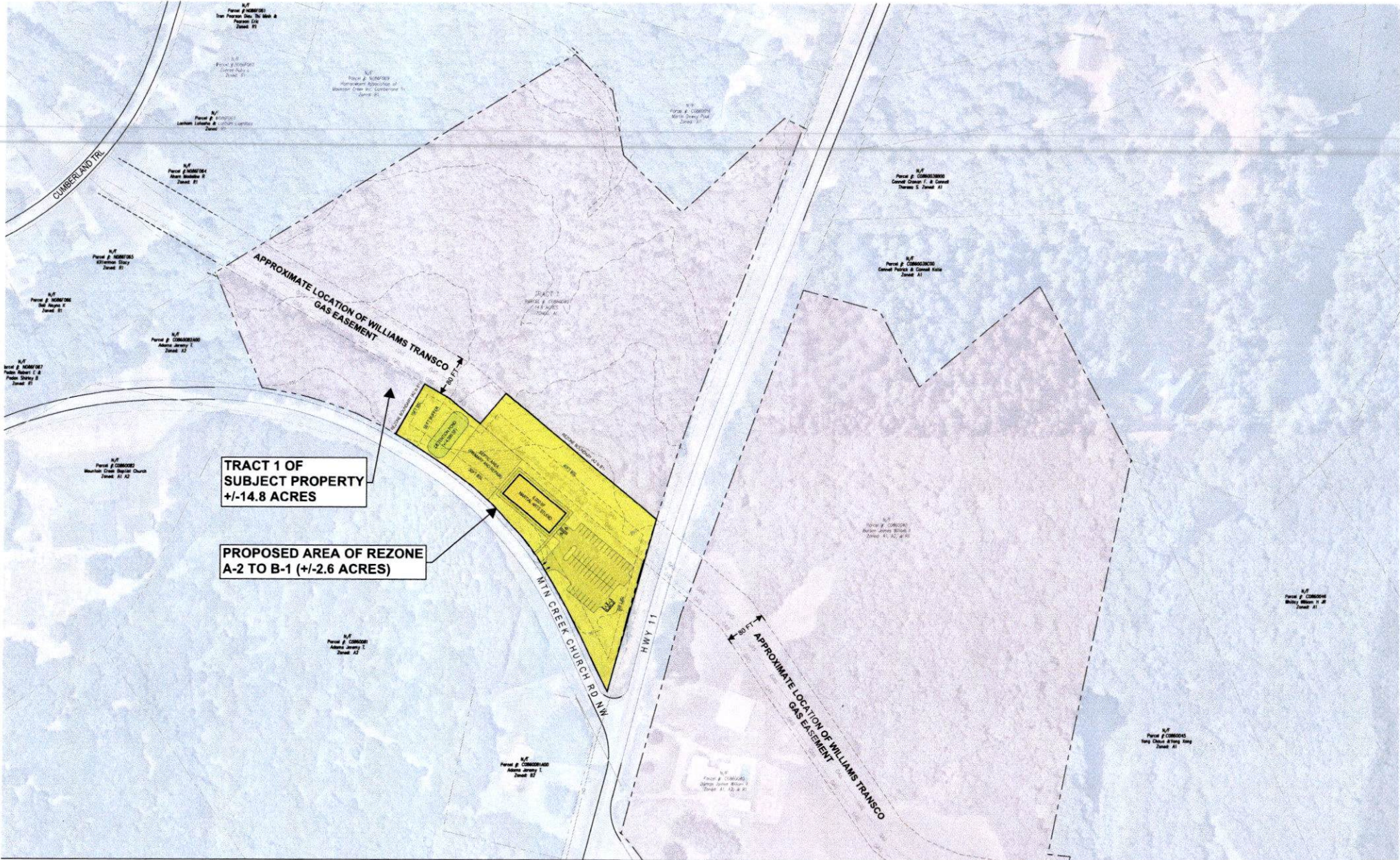
PO BOX 1746 WATKINSVILLE, GEORGIA 30677

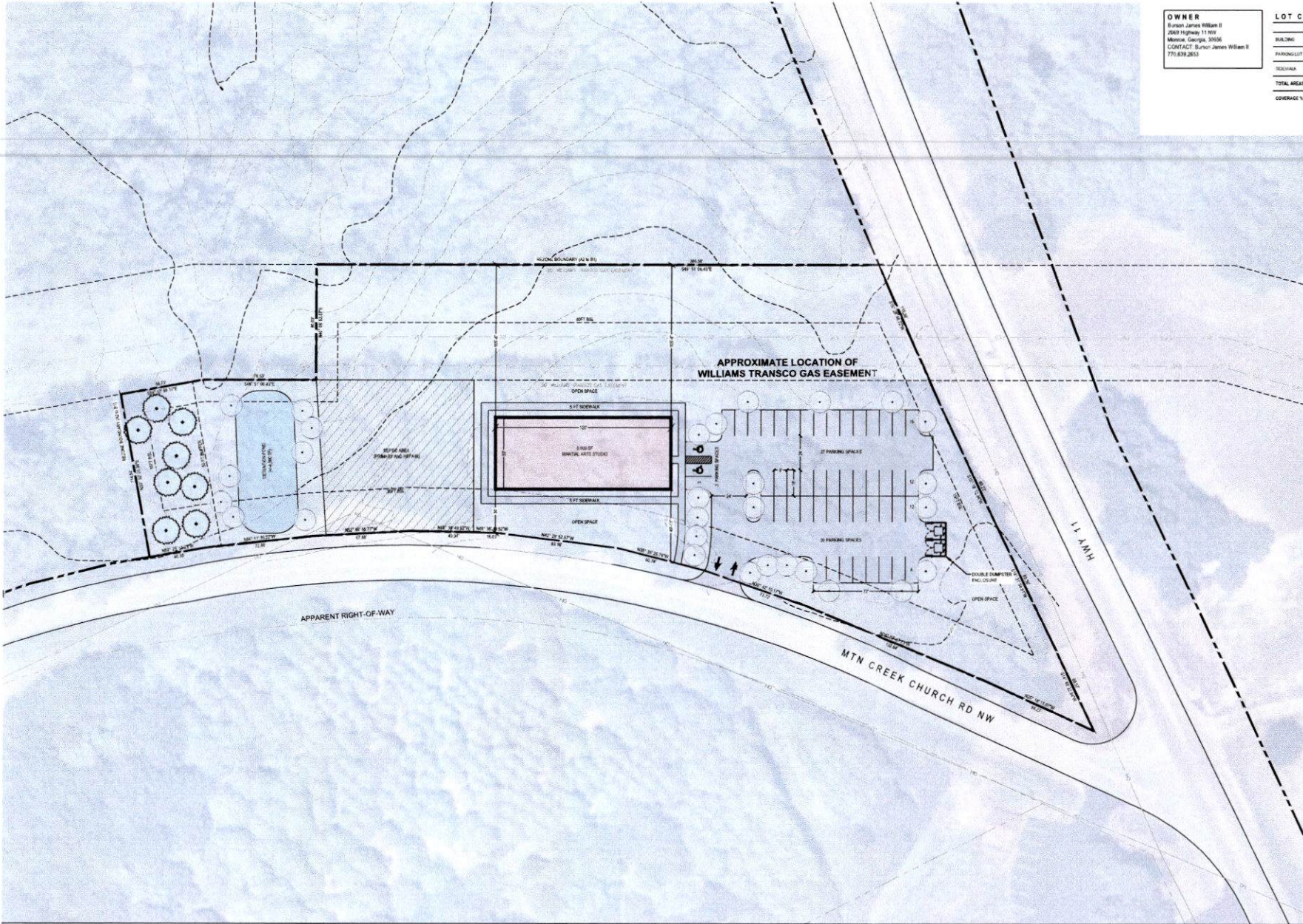
786.714.8278 • service@solumsoilsandwater.com

GENERAL NOTES:

ALL RIGHTS RESERVED
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BASE MAP SOURCE
 Base map (boundary and topo) provided by SPG Planners + Engineers (Watkinsville, GA). Borings and features located with submeter GPS receiver.





OWNER
 Gordon James Wilman II
 2049 Highway 11 NW
 Marietta, Georgia 30066
 CONTACT: Buford James Wilman II
 770.639.2653

LOT COVERAGE - ALLOWED 75.5%

	EASTING AC	EASTING SF	PROPOSED AC	PROPOSED SF
BUILDING	0.00	0	0.56 AC	4,898 SF
PARKING LOT	0.00	0	1,460 AC	12,708 SF
ROADWAY	0.00	0	0.00 AC	0 SF
TOTAL AREA	0.00 AC	0 SF	0.56 AC	4,898 SF
COVERAGE %	0%		22.7%	

PARKING

	REQUIRED (A3 PER 1,000 SF) HEALTH CLUB	PROPOSED (A3 PER 1,000 SF)
MANUAL WASTE STATION HEALTH CLUB	27 SPACES	00 SPACES
COM SPACES	2	2
TOTAL	27 SPACES (A3)	00 SPACES (A3)

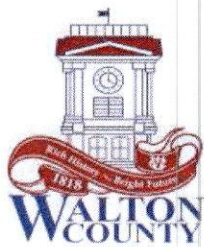
UTILITY DATA

UTILITY SUPPLY	WALTON COUNTY
SEWERAGE	PRIVATE
ELECTRIC	PRIVATE - CONTRACT
WATER SUPPLY	PRIVATE - CONTRACT
PROPOSED UTILITIES:	ALL UTILITIES ARE TO BE INSTALLED UNDER GROUND. UTILITIES WILL BE COORDINATED WITH THE NEIGHBORHOOD LAYOUTS.

PROJECT INFORMATION

ADDRESS	2049 HIGHWAY 11 NW
PARCEL NUMBER	COM096
ACRES	0.00 AC
DISTRICT	A3
PROPOSED ZONING	B1
EXISTING USE	VACANT
PROPOSED USE	COMMERCIAL
FEMA FLOOD	NO FURTHER OF THIS SITE LIES WITHIN A FLOOD PLAIN ACCORDING TO FEMA MAP NUMBER 53087C-047 DATED 12/20/02 THERE ARE NO ENVIRONMENTAL AREAS ON OR ADJACENT TO THIS SITE.
SHORELINE	NO SHORELINE PROPOSED AT THIS TIME. A SHORELINE PERMITS WILL BE FILED FOR THIS SITE.
SHADE INFO:	BOUNDARY AND INFORMATION FOR SITE SHOWN FROM RECORD PLATS AND GIS INFORMATION AVAILABLE ONLINE.
UTILITY NOTES:	UTILITY SERVICE MANAGEMENT SHALL BE IN ACCORDANCE WITH LOCALITY ORDINANCES AND REGULATIONS.
PAVING	THIS PROJECT IS TO BE CONSTRUCTED IN A SINGLE PHASE. REQUIREMENT FOR APPROVAL OF ALL REQUIRED PLANS AND PERMITS IS CONTAINED IN ALL REQUIRED PERMITS.

NOTE: REFERENCE ARTICLE 11.4, SECTION 4-1-100 NEIGHBORHOOD BUSINESS DISTRICT 200 IN THE WALTON COUNTY LAND DEVELOPMENT CODE FOR PERMITTED LAND USES AND DEVELOPMENT STANDARDS.



Planning and Development Department Case Information

Case Number: LU25-0061 and Z25-0056

Meeting Dates: Planning Commission 03-06-2025
Board of Commissioners 04-01-2025

Applicant:
Nityanand Sankar
1014 Country Lane
Loganville, Georgia 30052

Owner:
Jeremy D Elrod
2660 Gum Creek Church Road
Loganville, Georgia 30052

Current Zoning: A2

Request: Land Use Change from Suburban to Highway Corridor and Rezone 0.63 acres from A2 to B2 for motor vehicle sales

Address: 2660 Gum Creek Church Road & Highway 81, Loganville, Georgia 30052

Map Number: C0490025

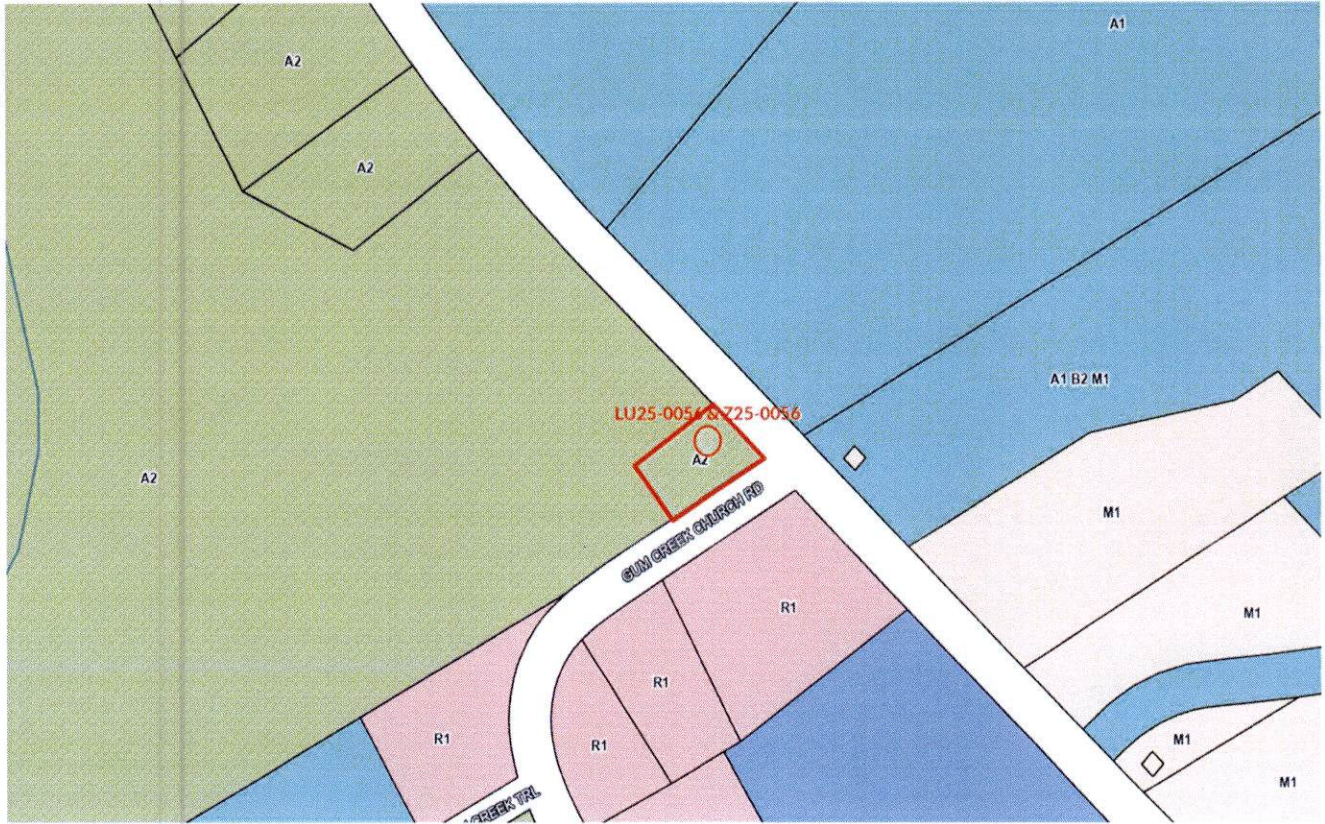
Character Area: Suburban

District 2: Commissioner–Pete Myers Planning Commission –Chris Alexander



Existing Site Conditions: Property consists of .063 acres and contains a house and an accessory building.

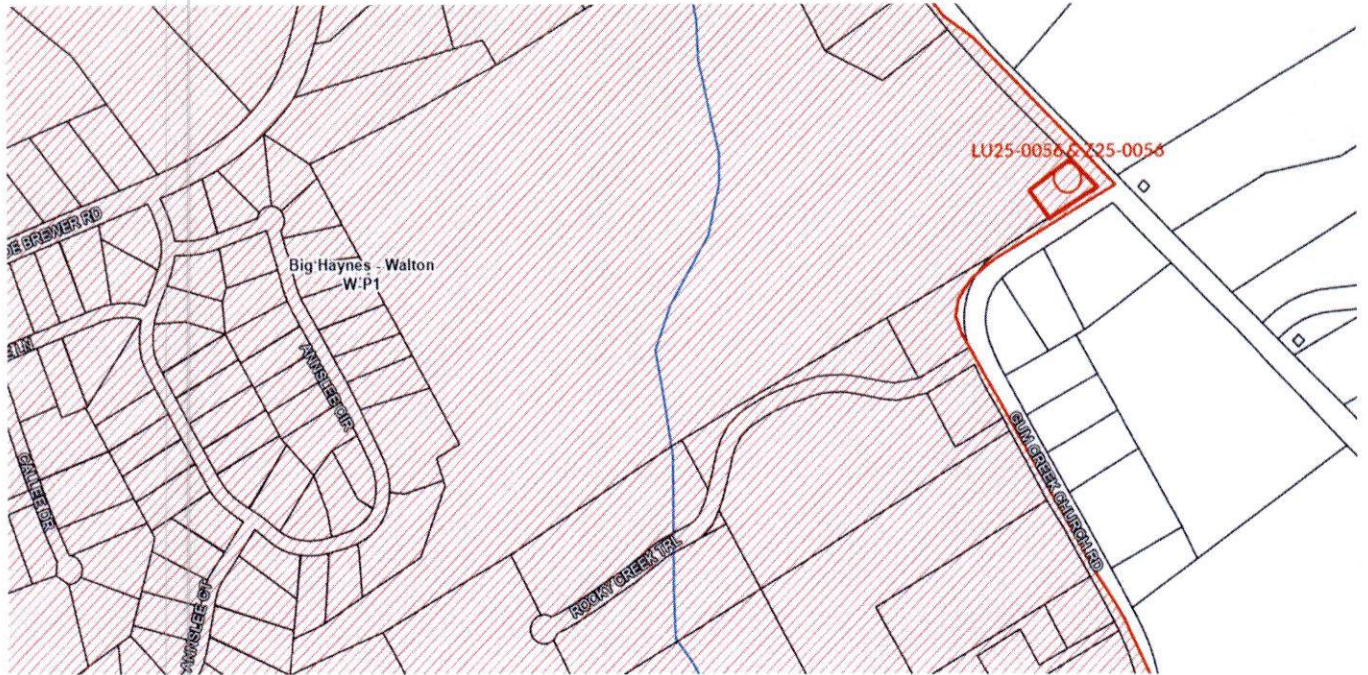
The surrounding properties are zoned A, A2 and R1.



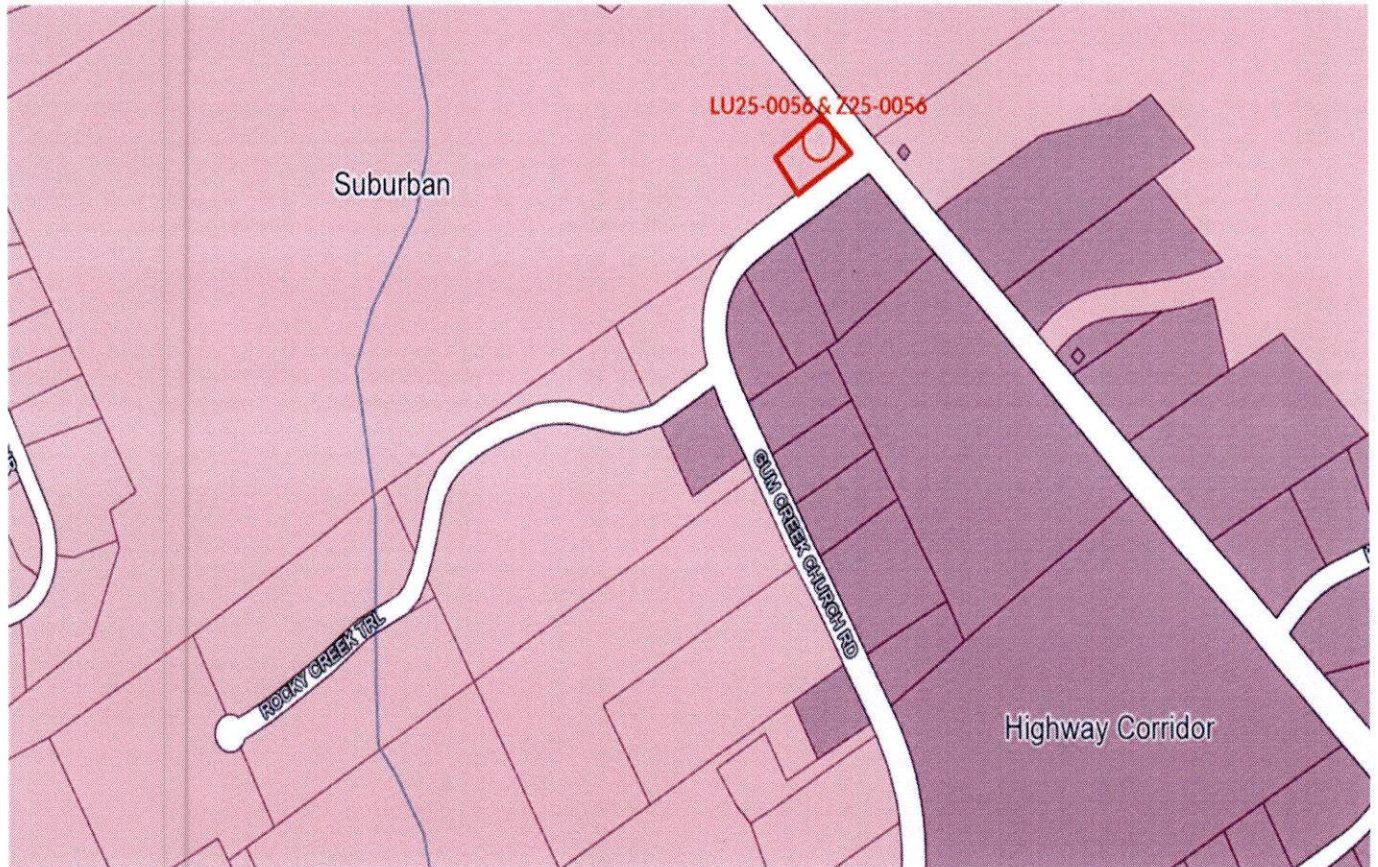
Subdivisions surrounding property:



The property is the Big Haynes Watershed.



The Future Land Use Map for this property is Suburban. The applicant is requesting this be changed to Highway Corridor.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a commercial driveway and possibly may need to install a deceleration lane.

Sheriffs' Department: No comment received

Water Authority: This area is served by an existing 6" diameter water main along Gum Creek Church Road and 12" water main along Highway 81. (static pressure: 60 psi, Estimated fire Flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Marshal Review: Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: Impacts can include increased fire and emergency medical response.

Board of Education: No comment received.

DOT Comments: Will require coordination with GDOT.

PC ACTION 3/6/2025:

1. LU25-0061/Z25-0056-Land Use Change from Suburban to Highway Corridor & Rezone 0.63 acres from A2 to B2 for motor vehicle sales-Applicant: Nityanand Sankar/Owner: Jeremy Elrod-Property located on 2660 Gum Creek Church Rd & Hwy 81/Map/Parcel C0490025-District 2.

Presentation: Nityanand Sankar represented the case. He lives at 1014 Country Lane, Loganville, Georgia. He would like to have this property rezoned from residential to B2 commercial to sell automobiles. He said that he has a car lot at 4330

Lawrenceville Road, Loganville and wants to expand to give a more variety and to move a car lot to this location.

Chris Alexander asked about the entrance and Mr. Sankar stated he would keep the entrance on Gum Creek Church Road. Mr. Alexander asked if you are going to be doing repairs here and he stated no repairs. Mr. Alexander asked about how many cars he will have on this property and Mr. Sankar said about 15 cars and he will put down asphalt and will use the house as an office and there is a barn he will be using as a detailing shop. He stated he is not a big dealer, that this is something he likes to do, and it will be for sales only and not repairs. He stated that the engineer recommends entrance at the existing location.

Tim Hinton asked so this will be for selling cars and no repair shop and Mr. Sankar stated that was correct. Tim Hinton asked about side thoroughfares and Mr. Sankar stated he looked into that, and Precision Planning did the site plan, and they have recommended that he have the entrance on Gum Creek Church Road. He does intend to put an entrance on Highway 81.

Speaking: Keith Allgood who lives at 2560 Gum Creek Church Road spoke. He stated that he read the comprehensive plan dated 2022 and the goals and policies. He stated Mr. Sankar answered his question as to how many cars and the house will remain and not be taken down. He said he hasn't ever seen any car lot that didn't have a garage. He asked about a turning lane on Highway 81 and asked that it be required. He said that 3 or 4 generations have watched this property grow from dirt to pavement. He does not think a car lot on the corner should be there and if so, it should have a turning lane off of Highway 81 that would continue past this property especially with the ball fields coming there. He also says that it should be used for that purpose and that purpose only if approved and it should be B1 and a turning lane needs to be put in place before he is open to the public. He went on to state that a young 17-year-old coming out of the residential culvert there to try out a car and tries to turn off Highway 81 on to Gum Creek Road or a young person taking a test drive will be dangerous due to the traffic. The traffic is heaviest at 4 or 5 in the afternoon. He also wanted to know if the car lot cars remain on the property. He stated that there is a property for sale sign on the property now and why does it still have the for-sale sign there. He does not know what the future holds for this property. He feels that a B1 zoning would be a better fit for this property.

Tim Hinton stated that he appreciates the comments but wanted to go ahead and let everyone know that the county has no control over traffic and also the county has no control over state highways that the State GDOT does that. He went on to say that a traffic study will be part of the application when a project is turned in for development. We can't mandate anyone to put a turning lane on a highway. He stated that there is a Dollar General on Highway 78 and you would think they would have been able to get a curb cut on the highway and the State said no that they could not have an entrance off of Highway 78 and this is out of our control and we have nothing to do with State Highways.

Jeff Monk who lives at 2480 Gum Creek Church Road spoke. He reviewed the regulations for Motor Vehicles Sales, and it says that they cannot use the right of way, and the cars cannot be parked in the right of way. There are farms around and this property is in the Big Haynes Creek watershed. He is also a coach at Loganville Christian Academy which is over 500 students. He recently pulled up a satellite photo of the auto garage that the applicant owns now and there is a garage as part of the same property, and they offer service at that place. He is concerned about noise and pollution and also stated that 4 out of 10 offices with used car lots get broken into. He is concerned about crime moving into his rural neighborhood. He does not want to see people buying cars and looking at cars late in the evening and also car alarms going off at night.

Daniel Lehr, who lives at 4007 Rocky Creek Trail spoke. He does not know what the best use of property is but said don't we have enough used car lots in Walton County. He said something will be there and he gets it, but we don't need a used car lot.

Dana Callihan who lives at 530 Gower Lane which is in the Windward Estate Subdivision. She stated that she was representing her subdivision, which has 12 homes, and Mr. Hinton asked if she had a signed petition, and she stated no but she could get one and he stated that she could speak for herself. She said she would like the Board to deny the application for many reasons which are safety, traffic, impact on the property values, agriculture all around, noise and this will be unsightly on the corner. Gum Creek Church Road is a very narrow road. Congestion is a concern with 2 schools and all the homeowners do not want this there and it is not a good fit for the area. She stated that she could get petitions of opposition and Mr. Hinton stated since you made the comment about petition and you can get that and you will be at that meeting he would encourage her to do so and bring a copy to each one of the Board of Commissioners at the Board of Commissioners Meeting on April 1st.

Thomas Melton who lives at 1812 Ashton Walk inside the Falls at Rocky Branch Subdivision. He knows that people have mentioned traffic and Mr. Hinton again stated that we do not govern traffic and went on to ask who are driving the cars, people are and where are the people coming from there are people moving in and there is labor and delivery and the county is going to continue to grow. What he wants to bring up is the accidents that have happened at Gum Creek Church Road. Mr. Melton says he doesn't know what the best use for the property is. Mr. Hinton stated that we are here to hear concerns and at the same time we are appointed by the commissioners to make the best decisions for the county.

Tim Kemp said someone asked about what Public Works has said, and Mr. Hinton said that they recommend a commercial driveway and possibly will need to install a DeCell Lane. We send these to the different Departments, and they send back their comments.

Mark Myers, Myers Team Realty, who lives at 2130 Highway 81, spoke in favor of the applicant. He stated that the property across from this property is going to eventually be commercial and since all properties on the highway and does the County have a future land use plan and Kristi Parr with Walton County Planning and Development stated it is highway corridor. Mr. Myers stated there will be more businesses coming to this area and more people who are residents are planning to sell their property for commercial purposes. Mr. Myers asked would you like the car lot there or a convenience store and they said neither.

Rebuttal: Applicant stated that the business will be a car lot but there will be no automotive repair shop on the property that he already has an existing shop. He stated that the picture someone brought up was taken in 2018 and this property has been completely renovated, and the garage is on the car lot next door, and he has no control over that property.

Tim Hinton stated that the applicant stated, and it is on record that there will be no auto repair shop on the property.

Timothy Kemp asked so this is a hobby of yours and the Applicant stated that it was.

Recommendation: Chris Alexander recommended approval with conditions of no auto repair shop and use for this purpose only as a car lot. There was no second. Tim Hinton asked if there was an alternate motion and Mr. Josh Ferguson recommended denial, and Wesley Sisk seconded it. The motion for approval failed and the motion to deny passed 4 to 2.

Motor Vehicle Sales (8)

All vehicle sale lots or vehicle lots that are increasing in acreage must comply with the following. Within the districts permitting vehicle sale lots, the following requirements shall apply:

- A. Exterior lighting shall be arranged so that it is deflected away from adjacent properties.
- B. Parking areas shall be hard surfaces with concrete or asphalt and grass must be maintained on the remainder of the lot.
- C. Each vehicle parking space shall be no less than 180 sq. ft., excluding area for egress and ingress and maneuverability of vehicles.
- D. Vehicle sales and storage activity is not permitted on public rights of way or in any parking area that is needed to satisfy the off-street parking requirements of this ordinance.

Character Area Map Amendment

Application # LU 25-0061

Planning Comm. Meeting Date 3-6-2025 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm. Meeting Date 4-8-2025 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0490025

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>RITYANAND SANKAR</u>	<u>Jeremy D. Elrod</u>
<u>1014 COUNTRY LANE</u>	<u>2660 GUM CREEK CHURCH RD</u>
<u>LOGANVILLE GA 30052</u>	<u>LOGANVILLE GA 30052</u>
	(If more than one owner, attach Exhibit "A")
Phone # <u>678-758-0439</u>	Phone # _____
E-mail Address: <u>RSANKAR0624@YAHOO.COM</u>	<u>0.63</u>
Location: <u>2660 GUM CREEK CHURCH RD</u> <u>HWY 81</u> Acreage <u>0.63</u>	
Existing Character Area: <u>Suburban</u>	
Proposed Character Area: <u>AUTOMOBILE SALE - Highway Corridor</u>	
Is this a Major or Minor amendment to the plan? <u>Minor</u>	
Note: Major amendments to the plan DO NOT become effective until approved by RDC and DCA	
Is the property located within a watershed protection overlay district? _____	
Proposed Development: <input type="checkbox"/> Single-family <input type="checkbox"/> Multi-family <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial	
Proposed Zoning: <u>B2</u> Number of Lots: _____ Minimum Lot Size: _____	
Public Sewer: _____ Provider: _____ Septic Tank: <input checked="" type="checkbox"/>	
The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.	
<u>[Signature]</u>	<u>01/30/2025</u> Fee Paid <u>\$250.00</u>
Signature	Date Fee Paid

Rezone Application # Z 25-0056 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 3-6-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 4-8-2025 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C0490025

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>RITYANAND SANKAR.</u>	<u>Jeremy D. Elrod</u>
<u>2014 COUNTRY LANE.</u>	<u>2660 GUM CREEK CHURCH RD.</u>
<u>LOGANVILLE GA 30052</u>	<u>LOGANVILLE, GA 30052.</u>
E-mail address: <u>RSANKAR0624@yahoo.com</u> (If more than one owner, attach Exhibit "A")	
Phone # <u>678-758-0439.</u>	Phone # _____
Location: <u>2660 Gum Creek Ch. Rd. Hwy 81</u>	Requested Zoning <u>B2</u> Acreage <u>0.63</u>
Existing Use of Property: <u>RESIDENTIAL.</u>	
Existing Structures: _____	
The purpose of this rezone is <u>AUTOMOBILE SALE</u>	

Property is serviced by the following:

Public Water: Provider: WALTON COUNTY'S Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

Signature [Signature] Date _____ Fee Paid \$ 450.00

Public Notice sign will be placed and removed by P&D Office
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A2 Surrounding Zoning: North A1 South A2
East A1 West A2

Comprehensive Land Use: Suburban **DRI Required?** Y _____ N

Commission District: 2-Pete Myers Watershed: Big Haynes Walton TMP
W-P1

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: NETYANAND SANKAR

Address: 1014 COUNTRY LANE LOGANVILLE GA 30052

Telephone: 678-758-0439

Location of Property: 2660 Gum Creek Church Road

LOGANVILLE, GA 30052

Map/Parcel Number: C0490025

Current Zoning: A2 Requested Zoning: B2

Jeremy Elrod
Property Owner Signature

Property Owner Signature

Print Name: Jeremy Elrod

Print Name: _____

Address: 2660 Gum Creek Church Rd. Loganville GA, 30052

Address: _____

Phone #: 404-771-5584

Phone #: _____

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.

Mandy Andrews
Notary Public

2-3-25
Date



Article 4, Part 4, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

- 1. Existing uses and zoning of nearby property;
RESIDENTIAL AND RECREATIONAL

- 2. The extent to which property values are diminished by the particular zoning restrictions;
NONE

- 3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;
NONE

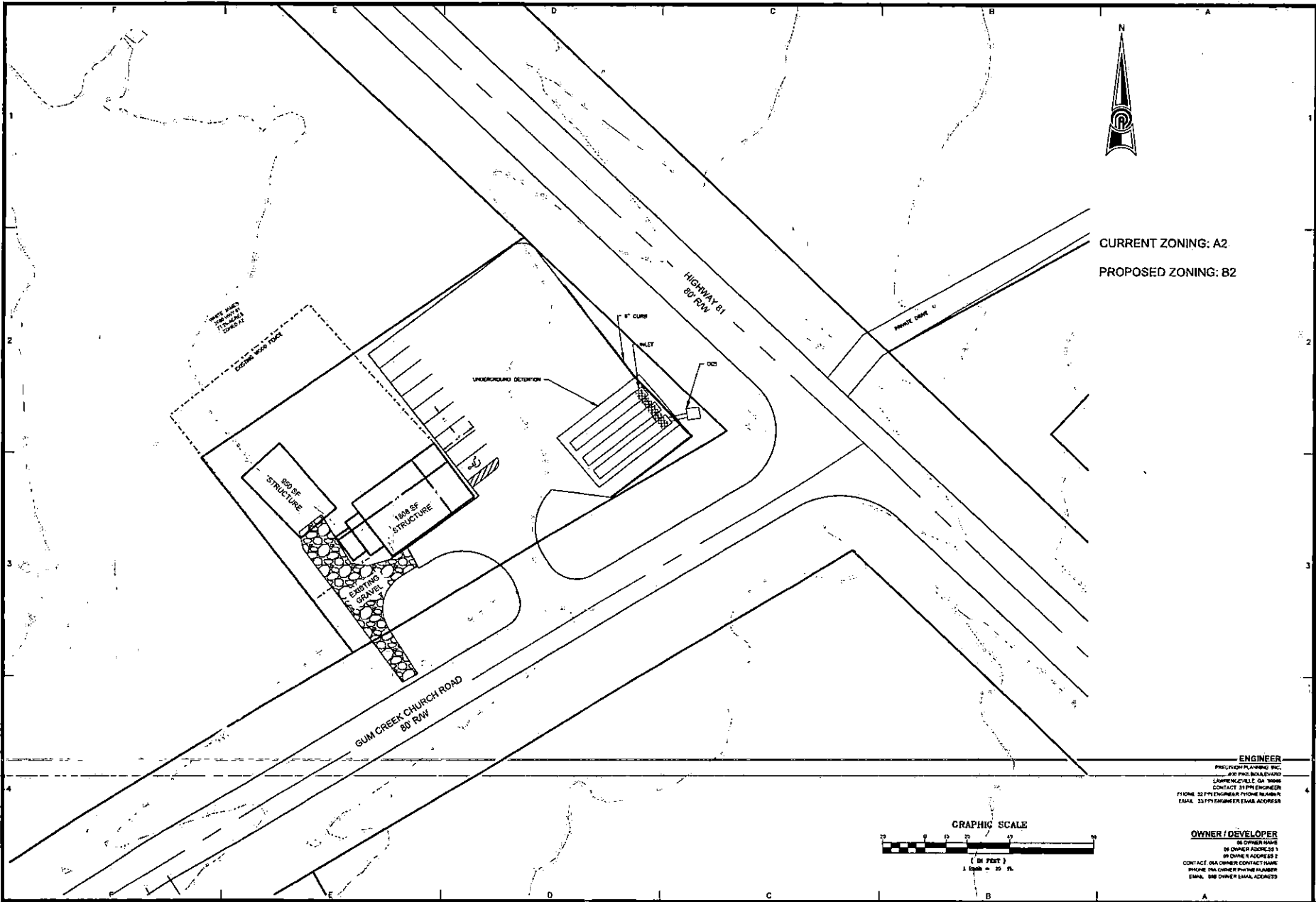
- 4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
NONE

5. The suitability of the subject property for the zoned purposes; and

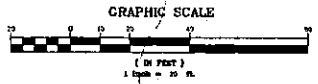
YES.

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property

NONE.



CURRENT ZONING: A2
 PROPOSED ZONING: B2



ENGINEER
 PRECISION PLANNING INC.
 400 PINE BOULEVARD
 LAWRENCEVILLE, GA 30046
 CONTACT: STAFF ENGINEER
 PHONE: 333 PM ENGINEER PHONE NUMBER
 EMAIL: 333 PM ENGINEER EMAIL ADDRESS

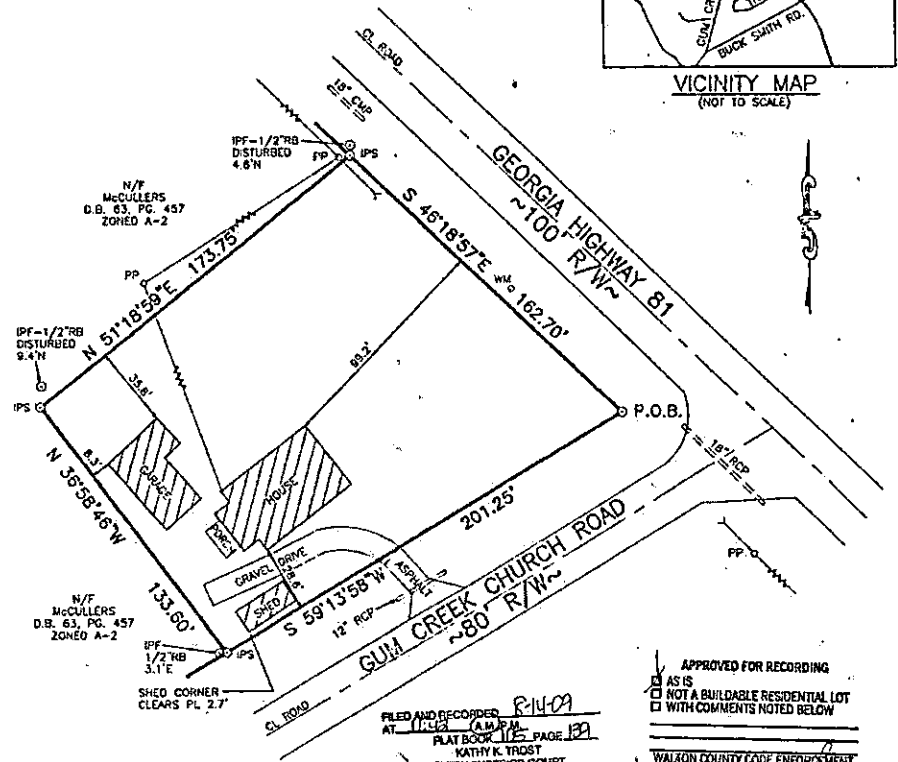
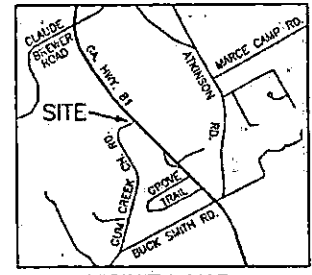
OWNER / DEVELOPER
 OR OWNER NAME
 OR OWNER ADDRESS 1
 OR OWNER ADDRESS 2
 CONTACT: ORA OWNER CONTACT NAME
 PHONE: ORA OWNER PHONE NUMBER
 EMAIL: ORA OWNER EMAIL ADDRESS

<p>PRECISION PLANNING INC. 400 PINE BOULEVARD LAWRENCEVILLE, GA 30046 CONTACT: STAFF ENGINEER PHONE: 333 PM ENGINEER PHONE NUMBER EMAIL: 333 PM ENGINEER EMAIL ADDRESS</p>	<p>PROVIDER: NOT FOR PUBLIC USE, OFFICIAL RECORD OF CONSTRUCTION</p>	<p>PRECISION Planning Inc. planners • engineers • architects • surveyors Georgia Engineering Firm COV # PC100278 400 Pine Boulevard, Lawrenceville, GA 30046 (770) 962-7800</p>	<p>STAMP</p>
<p>GUM CREEK CHURCH ROAD COLLING HILL RD. LAWRENCEVILLE, GA</p>		<p>CONCEPT PLAN</p>	
<p>SHEET TITLE</p>		<p>DATE</p>	
<p>1/24/25</p>		<p>25-011</p>	
<p>PROJECT NO</p>		<p>1 OF 2</p>	

CERTIFICATE OF APPROVAL FOR RECORDING:

I HEREBY CERTIFY THAT THE SUBMISSION PLAT SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF WALTON COUNTY, GEORGIA.

DIRECTOR, WALTON COUNTY PLANNING & DEVELOPMENT _____ DATE _____



AREA = 27,374 SQ. FT. = 0.628 ACRES

APPROVED FOR RECORDING
 AS IS
 NOT A BUILDABLE RESIDENTIAL LOT
 WITH COMMENTS NOTED BELOW

WALTON COUNTY CODE ENFORCEMENT
 DATE: 8/11/09 NAME: [Signature]

FILED AND RECORDED 8/14/09
 AT [Signature] CLERK OF SUPERIOR COURT
 KATHY K. TRIST
 CLERK SUPERIOR COURT
 WALTON COUNTY, GEORGIA

NOTES:

FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED WITH A 3 SECOND THEODOLITE AND AN ELECTRONIC DISTANCE METER.
 THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 24,228 FEET AND AN ANGULAR ERROR OF 15 SECOND PER ANGLE POINT AND WAS ADJUSTED BY LEAST SQUARES.
 THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 3,723,364 FEET.

ALL ISSUES OF TITLE ARE EXCEPTED ON THIS SURVEY UNLESS NOTED.
 THIS PROPERTY DOES NOT LIE WITHIN A FEDERAL FLOOD HAZARD AREA AS PER PANEL NO. 13297C0100 D DATED FEBRUARY 16, 1990
 LOT IS ZONED A-2. FRONT 50' REAR 40' SIDE 15'

OWNER:
 MAKHYAL FAROOQI
 4870 GA. HWY. 20
 LOGANVILLE, GEORGIA 30052

SCALE: 1" = 40'

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW



SURVEY FOR: MAKHYAL FAROOQI	
2660 GUM CREEK RD., LOGANVILLE, GA PARCEL ID C0490-025-000 D.B. 2432, PG. 127 P.B. 13, PG. 180	COUNTY: WALTON LAND LOT: 158 DISTRICT: 4TH SECTION: BUNCOMBE G.M.D. 417 SCALE: 1"=40' FIELD: 8-29-07 BY: TF OFFICE: 11-16-07 BY: GSG REVISED:
ADAM & LEE LAND SURVEYING 5640 GA HWY. 20 S. LOGANVILLE, GA. 30052 (770) 554-8995	07197



Planning and Development Department Case Information

Case Number: Z25-0064

Meeting Dates: Planning Commission 03-06-2025
Board of Commissioners 04-01-2025

Applicant:
Henderson Fab Inc
4003 Booth Road NE
Conyers, Georgia 30012

Owners:
Efren Jimenez & Amelia Catalan
6342 Hwy 20
Loganville, Georgia 30052

Gidean & Patricia Moon
Carolyn Moon (Deceased) & Steve Moon
2429 St Martin Way
Monroe, Georgia 30655

6327 Hwy 20
Loganville, Georgia 30052

Carolyn Moon (Deceased) & James Moon
3779 Highland Park Way
Statham, Georgia 30666

Current Zoning: A1

Request: Request to rezone 48.66 acres from A1 to M1 for fabricated metal product manufacturing facility.

Addresses: 6342 Hwy 20 & 6327 Hwy 20 & Center Hill Church Road, Loganville, Georgia 30052

Map Numbers/Site Areas: C0090017-2.00 acres; C0090016-58.17 acres and C0110007A00-2.82 acres.

Tract 1 - 2.00 acres - parcel: C0090017
Tract 2 - 2.82 acres - parcel: C0110007A00
Tract 3 – approximately 43.84 acres - part of parcel C0090016

Total - **48.66 acres rezone request**

Excluded from parcel C0090016 is:

Out Parcel 1 - 2.01 acres

Out Parcel 2 - 2.00 acres

Out Parcel 3 - 2.00 acres

Assumed Ex. Out Parcels across the road - 8.32 acres

Total - 14.33 acres

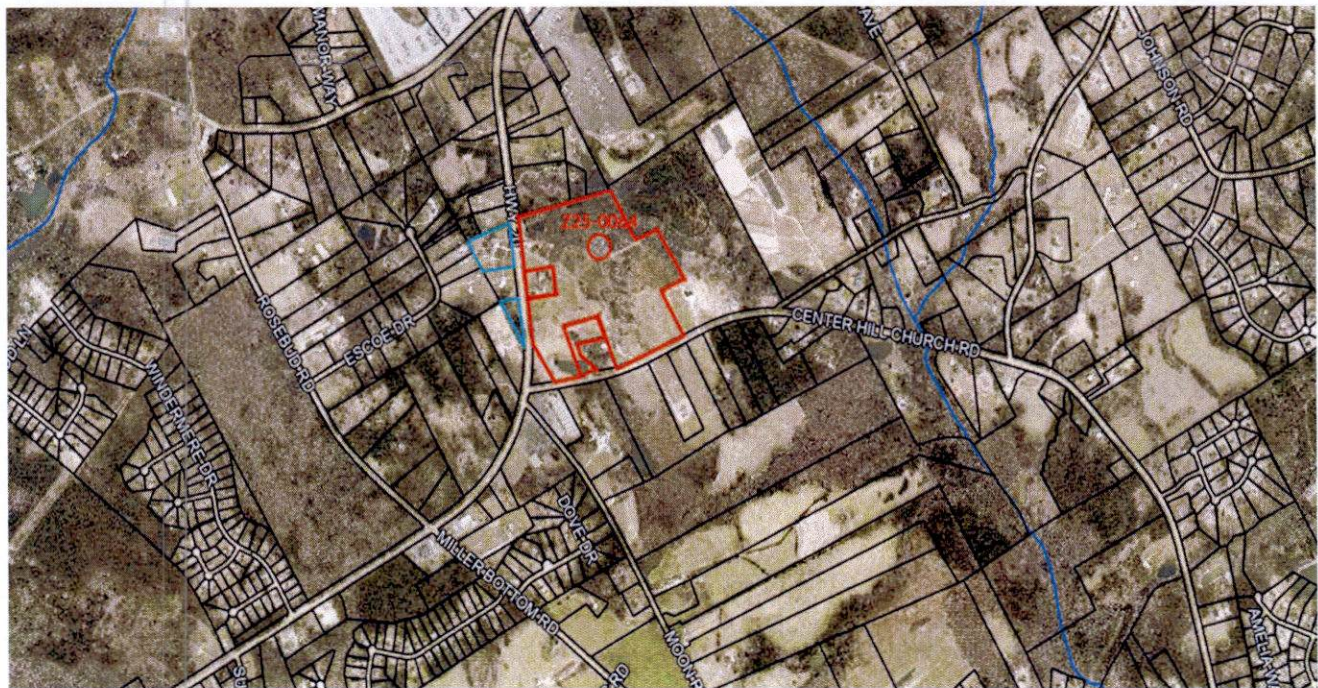
Total - **58.17 acres**

Character Area: Highway Corridor

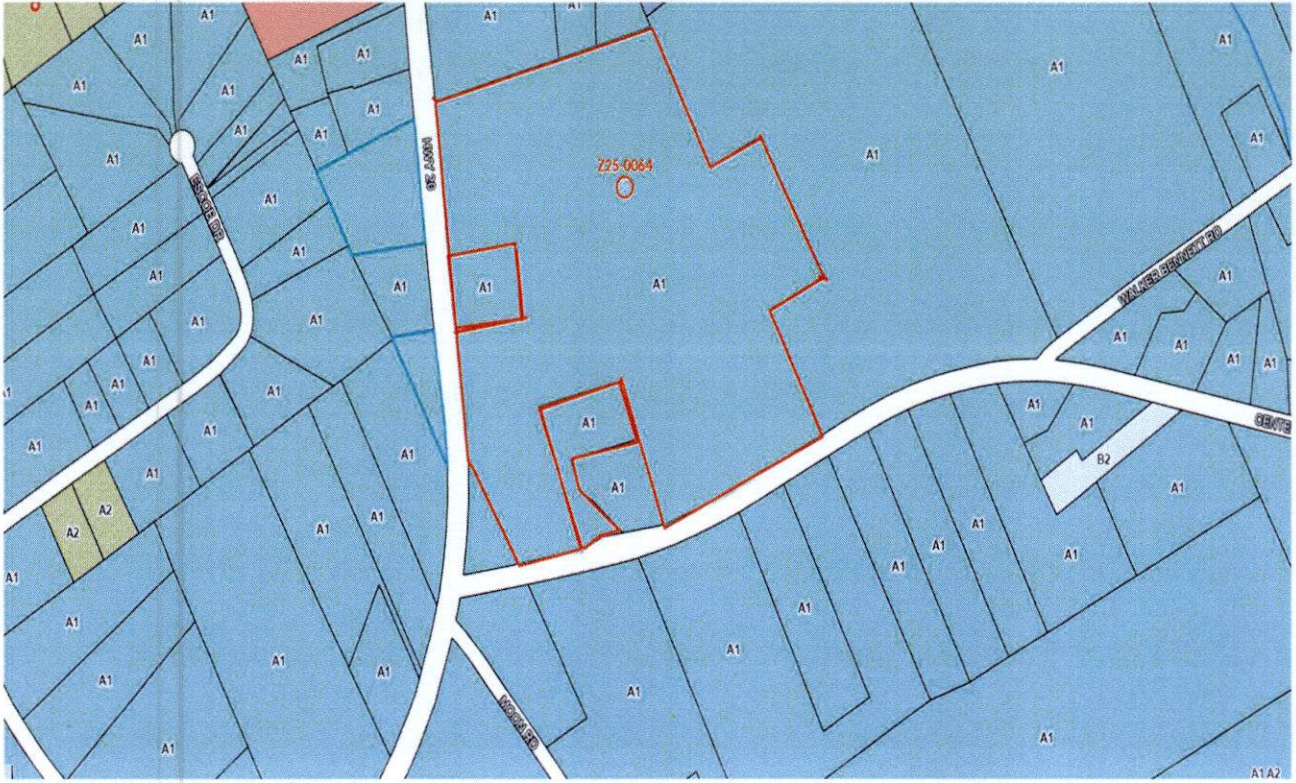
District 2 Commissioner-Pete Myers

Planning Commission–Chris Alexander

Existing Site Conditions: Property at 6342 Hwy 20 consists of a house and pool; property at 6327 Hwy 20 consists of a house, green house and accessory buildings; property at Center Hill Church Road is vacant land.



The surrounding properties are zoned A1.



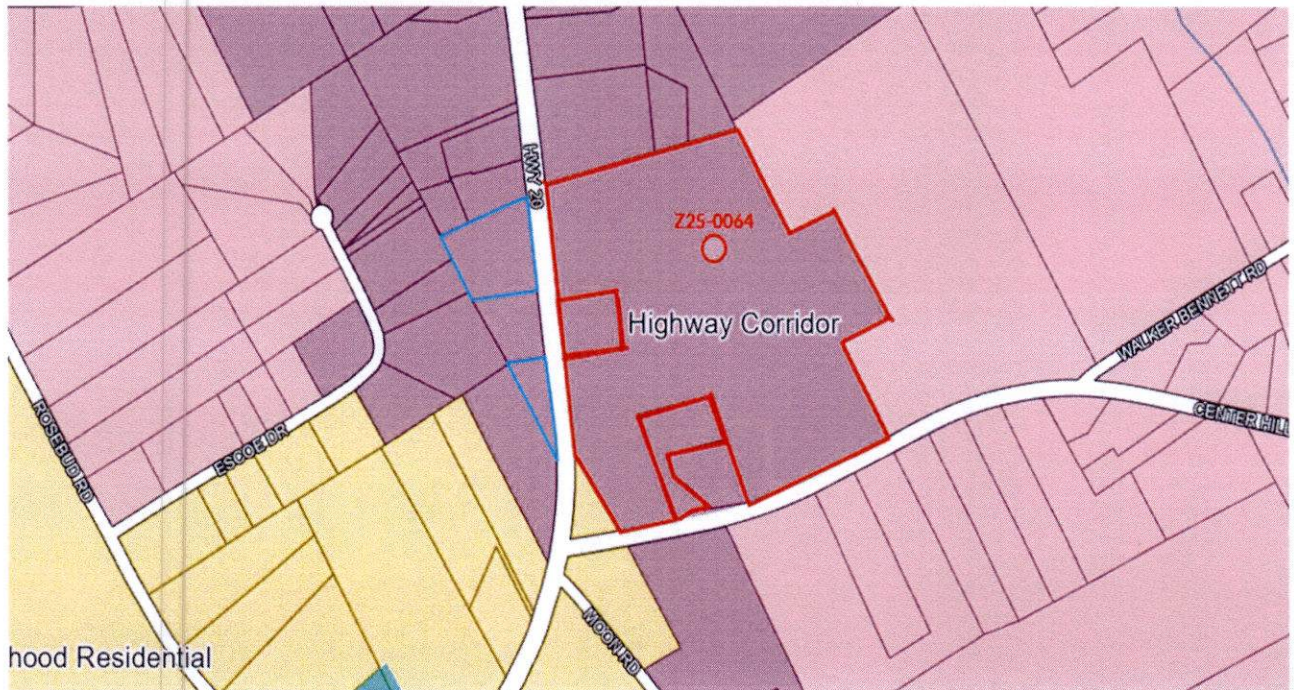
Subdivisions surrounding property:



The property is in the Big Haynes Watershed.



The Future Land Use Map for this property is Highway Corridor.



History: No History

Staff Comments/Concerns:**Comments and Recommendations from various Agencies:**

Public Works: Public Works has no issue with approval of the proposed design submitted.

Sheriffs' Department: No comment received.

Water Authority: This area is served by an existing 8" diameter water main along Highway 20 and Center Hill Church Road. (static pressure: 50 psi, Estimated fire flow available: 1,050 gpm @ psi). No system impacts anticipated.

Fire Marshal Review: Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: Impacts can include increased fire and emergency medical response.

Board of Education: No comment received.

DOT Comments: Will require coordination with Georgia DOT. Driveway will need to come from the side of the road since side road access is deemed as reasonable access. Appears to be inside PI0016386 construction limits, project coordination required. The project proposes to construct a roundabout at the intersection of SR20 and Center Hill Church Road.

PC ACTION 3/6/2025:

1. Z25-0064 – Rezone 52.57 acres from A1 to M1 for fabricated metal product manufacturing facility-Applicant: Henderson Fab Inc/Map/Parcel C0090017/Owners: Efren Jimenez & Amelia Catalan – 6342 Hwy 20/Map/Parcel C0090016 split/Owners: Gidean & Patricia Moon, Carolyn Moon (Deceased) & Steve Moon-6327 Hwy 20 & Center Hill Church Rd/Map/Parcel C0110007A00/Owners: Carolyn Moon (Deceased) and James Moon-Center Hill Church Rd-District 2.

Presentation: Tip with Alcovy Consulting Engineer represented the case. Jimmy Henderson, who lives at 4812 Highway 20, spoke. This is a family-owned company and the map on the screen is not completely accurate and stated that the 2 parcels to the left are not included. He stated that they own a facility less than a mile down the road that does fabrication of structural steel. He stated that they hire local people and he and his father have lived here all their lives. Tip stated that there is a revised drawing that was sent to the county, and the board members should have a copy of it. The new revised plan shows 48.66 acres including a house and they will use the house for an office. They are taking out 2 acres to leave as A1 and the corridor on Center Hill Road will remain A1. This property is in Watershed Protection. Also on Highway 20 is a B3 truck parking business and there are other businesses on the highway, and you have Copart further up the highway. Tip stated that they propose to build a 62,000 sq. ft. building including offices. He stated that the property was previously a tree farm. On Highway 20 where the trucks will be coming there may be a DeCell lane, and they have contacted GDOT but have not heard back from them. The hours of operation will be 7:00 a.m. to 5:30 p.m. They have heard some complaints from Mr. McCart about the property located on Center Hill Church Road. After talking to the Board of Commissioner Pete Myers and the Planning Commission Member Chris Alexander, they decided to keep the property on Center Hill Church Road as residential and there will be no access on Center Hill Church Road and there will also be buffers. The main truck entrance will be north of the house, and they will need to improve it to make it truck accessible. There are a large number of rocks in this area and a pond and with the property being rocky they have very limited amount of soil for septic purposes, and they will not be generating much traffic going in and out. Where they would like to put the business is the only flat area without rock and they have tried to move it away from Center Hill Church Road as much as possible.

Josh Ferguson asked was the house a part of it and Mr. Henderson stated that it was.

Timothy Kemp asked if the barn was a part of this and Mr. Henderson stated it was and the north of the house is where the office staff will come from, and the north entrance will be for the trucks because none of that land is usable. He stated that in the area between the road and the building there will be an open slab, and the steel will be placed there and then will be moved inside the building for fabrication.

Chris Alexander asked about noise, and will there be cranes and Mr. Henderson stated that there will be cranes but what they mainly use is diesel forklift handlers on each side of the building and as to the manufacturing the cutting and fabrication will be done inside the building.

Timothy Kemp asked would the trucks be parked on the property or will they come and go. Mr. Henderson stated that the semi-trucks will come in and unload and most leave on semi-trucks about 40 to 50 feet. Some days they will not have trucks coming out but usually it will be 2 or 3 trucks going out.

Speaking: Susan Mayer, who lives at 6450 Dove Drive spoke. Mr. Hinton asked where this in relation to the property and she is said 2 streets down. She said she understands that Tip, who is the engineer, is easy for him to look at things, but it is not for her. She asked about the revised plan and Mr. Hinton stated that they did have the revised plan. The point he made was that some of the properties on Center Hill Church Road will stay residential, but the facility will still affect the traffic. She said she opposes any commercial going down a county road.

Tim Hinton stated residential properties do backup to this property but what the Board needs to look at is the frontage on the highway.

Ms. Mayer stated her property is on Center Hill Church Road which goes down and she is concerned about the future of where she lives and the county allowing residential going commercial. The land will back up to her neighbors and the buffers do not mean anything. Mr. Hinton told Ms. Mayer that they were there to see if the use will be appropriate and that they did just say that they are not coming down Center Hill Church Road. Ms. Mayer said she talked to Tip about storage and parking of trucks, and this is going to set a precedence of commercial going down county road in residential neighborhoods. These types of businesses are scattered all over Highway 20 and people are selling off their land and they don't need any more commercial around there. There is a growing trend of truck parking going down Highway 20. The owner has moved the tree farm to Washington, Georgia. Please don't allow current residents to be affected by people selling off their property for commercial purposes. Ms. Mayer went on to say that she appreciates Charna Parker and Tracie Malcom always talking to her when she calls Walton County Planning & Development. She said she does not have any comments from GDOT, but Mr. Hinton said that he believes that Tip has contacted GDOT but has not heard anything back. They will have to reply to Tip, but they have not.

Fred Beinke, who lives at 6451 Doug Drive, is concerned with the property values and the ecological impact that this may have with the heavy metals and with the septic. Mr. Hinton stated that with the zoning the property is now that on the 48 acres you can do 24 homes, but they are only going to be putting 2 buildings on the property. Mr. Beinke stated that he feels that fabricating metals is polluting.

Jeremy Hurst who lives at Lilburn, Georgia is he is vice president of operation at Henderson Fabricating. He stated Mr. Henderson has built and continues to build his company and he has earned his way up the ladder. He said that this is a trade industry. They are not producing heavy metal because the metal will be shipped to them. They work with high schoolers and college students teaching them a trade. The property at 2624 Ivory Road last year they did 1.1 to 1.5 million dollars. The trade will be putting money back into the community. As far as noise levels are concerned, that is monitored by the insurance company. They have 20 employees, and some earn 50,000 to 100,000 a year. There will be no trailers or trucks parked on the property overnight. Mr. Hurst is in favor of this, and he looks forward to continuing to work alongside the Henderson's and work with people in the area to show them the trade. This will be a good opportunity for jobs in the future.

William Daniel, who lives at 6404 Escoe Drive is neither for nor against the rezone. He feels that the front of the property on Highway 20 should look good, and the landscape should be set back off from Highway 20, so you don't see the metal.

Lance McCart stated that he heard the hours of operation but didn't hear if it was Monday- Friday. The 2-acre tracts are not listed on the property. Will they still be owned by Moon? Will any overhead lighting be toward Center Hill Church Road where the property line is drawn, and will the fence line be there as well?

Rebuttal: Tip stated that as to Susan Mayer's concern that there is no isolated zoning and all up and down Highway 20 is B3 and some M1 zonings and they are not creating a precedence. As to the proposed fencing on the property side, the pond and the open space will be left open and the rest of the land on Center Hill Church Road will be left residential. The 2 lots that the Moons own on Center Hill Church Road will own that. The house on Highway 20 will be used as an office and they will be building a building. We want to be clear where things are. They will do the parking as allowed by the ordinance. There will be an 8 ft. privacy fence and a 25 ft. buffer.

Tim Hinton asked about the fencing on Highway 20. Tip stated he is not requiring setbacks on Highway 20, and they will be doing the design for the building and will do landscaping. The landscaping around the house will not change or the trees around the pond. Where the property is at the roundabout, they will use a bush hog to cut the grass and there will be no large trees coming down. He went on to state that the County Ordinance does require landscaping. As to Mr. Banks and his concern about the value of property and the ecological site, they will be creating a storm water detention pond and will treat them as far as soil management. Mr. Henderson stated that as far as the days of work that they do work on Saturdays sometimes and also that the lighting will be on the north side and the lighting will be shining down.

Tim Hinton stated that they usually recommend all down lighting and asked Mr. Henderson if he had a problem with all down lighting and Mr. Henderson stated that he did not have a problem with that.

Tip said that the pond will remain and all the property on Center Hill Church Road will remain residential, and this was discussed with Chris Alexander and Pete Myers.

Josh Ferguson asked about truck parking and if they would rent out truck parking and Mr. Henderson stated that this is not part of the business and there will be no trailers on the property except for the ones that you unhook and unload the steel. They will have 2 trucks at the facility delivering but they will be parked at Ivory Road. The trailer will be on pads and that is where they will unload until they take the metal into the warehouse for fabrication.

Recommendation: Chris Alexander made a motion to recommend approval only for the purpose requesting; all down lighting; no rental truck parking; and landscaping on Highway 20 and was seconded by Michelle Trammel. The Motion carried unanimously.

Rezone Application # Z25-0064

Planning Comm. Meeting Date 3-6-2025 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm Meeting Date 4-8-2025 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>HENDERSON FAB. INC.</u>	<u>PATRICIA MOON</u>
<u>4003 BOOTH RD. NE</u>	<u>2695 SHARON RD.</u>
<u>CONYERS, GA 30012</u>	<u>WASHINGTON, GA 30673</u>
	<small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>(678) 977-7813</u>	Phone # <u>(770) 318-8683</u>

Location: 6342 HWY 20, Requested Zoning M-1 Acreage 52.67 *(See attached)*

Existing Use of Property: TREE FARM.

Existing Structures: OLD BARN AND SILOS

The purpose of this rezone is Requesting a change of zoning from A-1 to M-1 to allow for construction of a fabricated metal product manufacturing facility.

Property is serviced by:

Public Water: Provider: Walton County Water Department Well: _____

Public Sewer: _____ Provider: _____ Septic Tank:

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

Signature _____ Date 2-3-25 Fee Paid \$ 850.00

Public Notice sign will be placed and removed by P&D Office
 Signs will not be removed until after Board of Commissioners meeting

Office Use Only:
 Existing Zoning A1 Surrounding Zoning: North A1 South A1
 East A1 West A1
 Comprehensive Land Use: Highway Corridor DRI Required? Y _____ N
 Commission District: 2-Pete Myers Watershed: Big Haynes

I hereby withdraw the above application _____ Date _____

Parcel #C0090017 – 6342 Highway 20

Property Owners: Efren Jimenez & Amelia Camarillo Catalan

2.00 acres Zoned A1

Parcel #C0090016 – 6327 Highway 20 & Center Hill Church Road

Property Owners: Gideon &, Patricia Moon, Carolyn Moon (Deceased) & Steve Moon

58.17 acres Zoned A1

Parcel #C0110007A00 – Center Hill Church Road

Property Owners: Carolyn Moon (Deceased) & James Moon

2.82 acres Zone A1

Exhibit "A"

James Moon
3779 Highland Park Way Statham, GA
770-527-6164

Steve Moon
2429 Saint Martin Way, Monroe Georgia 30656
678-687-2113

AUTHORIZATION BY PROPERTY OWNER

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Henderson Fab Inc.
Address: 4003 Booth Road NE, Conyers, Georgia 30017
Telephone: 678-977-7813

Location of Property: 6342 Hwy 20, 6327 Highway 20,
Center Hill Church Rd. Loganville, GA. 30052

Map/Parcel Number: C0090-017, C0090016, C0110007A00

Current Zoning: RESIDENTIAL Requested Zoning: M1

Efren Jimenez
Property Owner Signature

NA
Property Owner Signature

Print Name: EFREN JIMENEZ

Print Name: NA

Address: 6342 HIGHWAY 20, LOGANVILLE GA 30052

Address: NA

Phone #: 678-409-8506

Phone #: NA

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.

[Signature]
Notary Public

02/15/25
Date

JARED POLIDURA
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Oct. 23, 2027

AUTHORIZATION BY PROPERTY OWNER

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Henderson Fab Inc.

Address: 4003 Booth Road NE, Conyers, Georgia 30013

Telephone: 678-977-7813

Location of Property: 6342 Hwy 20, 6327 Hwy 20J

Center Hill Church Rd, Loganville, GA. 30052

Map/Parcel Number: C0090-017, C0090014, C0110007A00

Current Zoning: RESIDENTIAL Requested Zoning: M1

Amelia Camarillo Catalan
Property Owner Signature

N/A
Property Owner Signature

Print Name: AMELIA CAMARILLO CATALAN

Print Name: N/A

Address: 6342 HIGHWAY 20, LOGANVILLE GA 30052

Address: N/A

Phone #: 678-409-8506

Phone #: N/A

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.


Notary Public

02/15/25
Date

JARED POLIDURA
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Oct. 23, 2027

**AUTHORIZATION
BY PROPERTY OWNER**

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: Henderson Fab, LLC, Johnny Henderson

Address: 2624 Ivory Rd, Loganville, GA 30052

Telephone: 404-317-8362

Location of Property: 6327 Highway 20, Loganville, Georgia 30052

Map/Parcel Number: C0090-016 (see attached, part of property not to be rezoned, Identified in _RED_)

Current Zoning: A1 Requested Zoning: M1

[Signature]
Property Owner Signature

[Signature]
Property Owner Signature

Print Name: James Moon

Print Name: Steve Moon

Address: 3779 Highland Parkway
St. Louis GA 30666

Address: 2429 St. Martin Way
Monroe, GA 30656

Phone #: 770-507-6164

Phone #: 678-687-2113

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.

[Signature]
Notary Public

1/21/21
Date



Probate Court Return Mailing Address:

Deed Doc: BSTD
Recorded 12/27/2023 12:39PM
Georgia Transfer Tax Paid : \$0.00
Genia Grimaud
Clerk Superior Court, Wilkes County, Ga.
Bk 00411 Pg 0206-0210
Penalty:

(Above space to be used for filing in Superior Court Clerk's Office of Deeds and Records)

IN THE PROBATE COURT OF WILKES COUNTY
STATE OF GEORGIA

IN RE:)
)
GIDEON LYNN MOON,) ESTATE NO. 23-76
DECEASED)

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
(Pursuant to O.C.G.A. § 53-3-11)

DATE ORDER GRANTED: December 27, 2023

GRANTOR: [Name of decedent] GIDEON LYNN MOON

GRANTEE: [Full name of each person awarded year's support. The surviving spouse and/or all minor child(ren) of the decedent]

PATRICIA A. MOON

ADDRESS OF GRANTEE:

2695 Sharon Road, Washington, GA 30673

Last Will and Testament of

Carolyn M. Moon

STATE OF GEORGIA

COUNTY OF FORSYTH

I, **Carolyn M. Moon**, a resident of Walton County, Georgia, being of sound mind and memory, do make and publish this my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me.

ITEM I

At the time of executing this Will I have been predeceased by my husband, Norman John Moon, and we have two children, **Steven N. Moon** and **James L. Moon**.

ITEM II

All of my due and payable debts shall be paid out of my estate by my Personal Representative hereinafter named and appointed as soon as practicable.

ITEM III

3.1 I may leave a list of bequests of tangible personal property with my Will. In the event I do leave such a list, it is my desire and request (but I recognize that this is not legally binding and that such a list is not a part of this Will) that my Personal Representative distribute the personal property so listed in accordance with my wishes as set forth in said list, and I specifically request the persons named or described in this ITEM respect my wishes as set forth in said list.

The Last Will and Testament of
Carolyn M. Moon
Page 1 of 4

C.M.

Emily Taylor Merritt

REALTOR®

The Hester Group

Harry Norman, REALTORS® - Alpharetta

Emily.Taylor@MattHesterHomes.com

PROJECT: 54.67 ACRES AT 6342 HWY 20

ANALYSIS OF ZONING MAP AMENDMENT IMPACT

1. The existing uses and zoning of nearby property.

The existing uses of nearby property are Rural Estate to the North, east, and south of the subject project. There are property with B2 and B3 and M1 and M2 zoning designation located north east of the site.

2. The extent to which the destruction of property values are diminished by the particular zoning restrictions.

The owner cannot develop their land to meet their current business demand.

3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals and general welfare of the public;

The proposed facility on the property will be similar to existing business currently in operations approximately 2900' north of the proposed site.

4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.

If rezoned, the property will be developed in accordance to the M1 zoning standard, which will create additional jobs, promote growth of this region, and better meet the demand for commercial services of this region.

5. The suitability of the subject property for the zoned purposes; and

The proposed zoning is consistent with the current usage of nearby properties.

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.

The property has been in its current state, which is a tree farm, for the past 32 years.

TO: Walton County Planning and Development
Suite 98
126 Court St.
Monroe, GA 30655

February 3, 2025

SUBJECT: Letter of Intent, 6342 Hwy 20 JB Steel Rezoning

To Whom It May Concern,

A rezone of 54.67 acres is requested for the subject project, for the purpose of rezoning the properties. The subject properties are 2.0 acres, 2.82 acres, and 47.85 acres respectively and they are currently shown as Parcels C0090017, C0110007A00, and Part of C0090016 on the Walton County Tax Records.

The property is currently zoned A-1. The proposed rezoning request is for M-1 to allow for the manufacturing of steel structures.

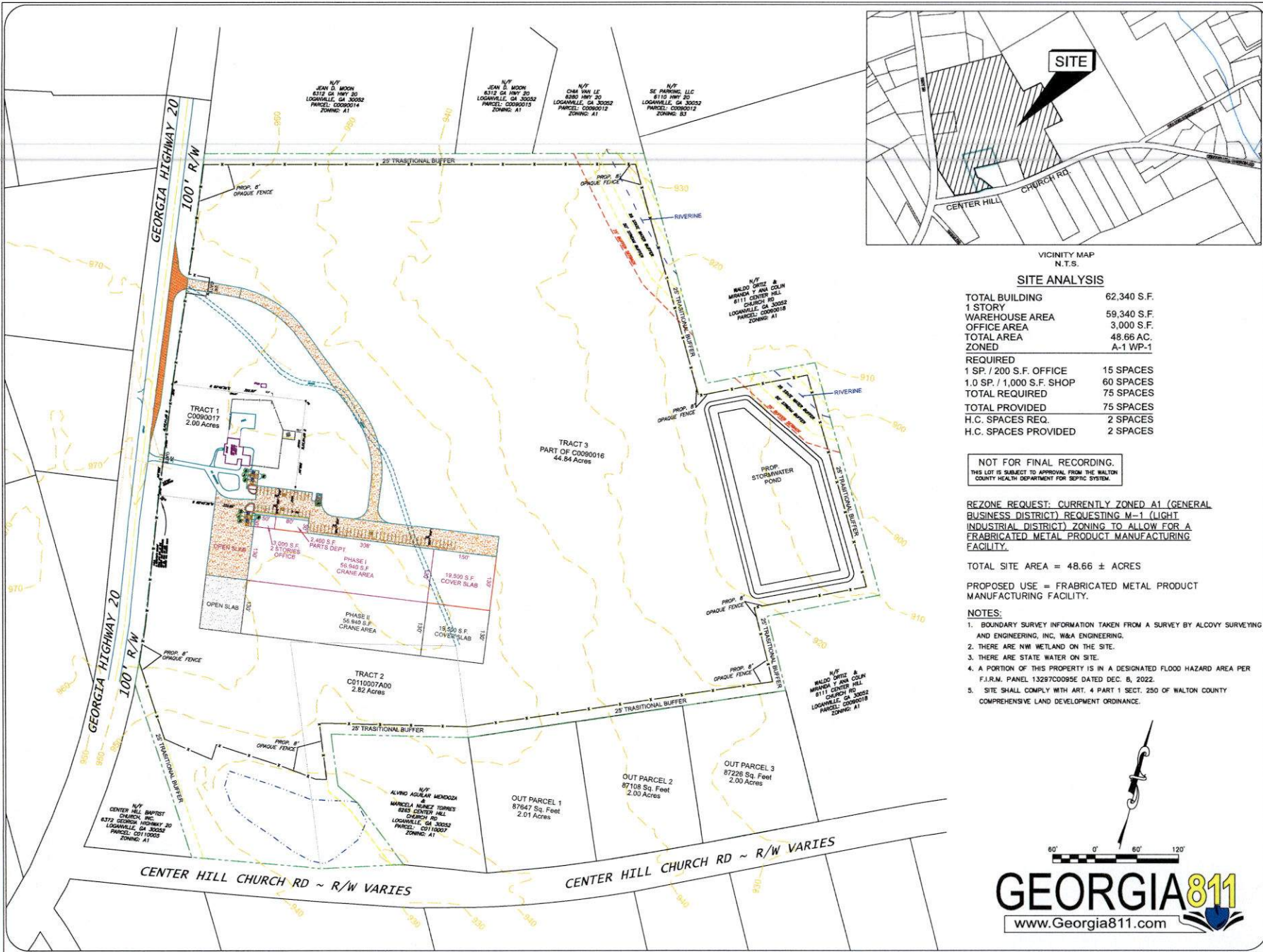
We look forward to developing this project in Walton County, as we feel it fits with the current development patterns in the area and will complement the needs of both Walton County and our proposed business.

For questions or further information please contact me at 770-466-4002.

Sincerely,



Thiep Huynh, PE
Consultant



VICINITY MAP
N.T.S.

SITE ANALYSIS

TOTAL BUILDING	62,340 S.F.
1 STORY	
WAREHOUSE AREA	59,340 S.F.
OFFICE AREA	3,000 S.F.
TOTAL AREA	48.66 AC.
ZONED	A-1 WP-1
REQUIRED	
1 SP. / 200 S.F. OFFICE	15 SPACES
1.0 SP. / 1,000 S.F. SHOP	60 SPACES
TOTAL REQUIRED	75 SPACES
TOTAL PROVIDED	75 SPACES
H.C. SPACES REQ.	2 SPACES
H.C. SPACES PROVIDED	2 SPACES

NOT FOR FINAL RECORDING.
THIS LOT IS SUBJECT TO APPROVAL FROM THE WALTON COUNTY HEALTH DEPARTMENT FOR SEPTIC SYSTEM.

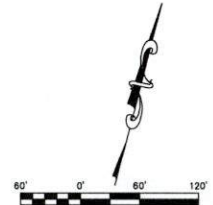
REZONE REQUEST: CURRENTLY ZONED A1 (GENERAL BUSINESS DISTRICT) REQUESTING M-1 (LIGHT INDUSTRIAL DISTRICT) ZONING TO ALLOW FOR A FABRICATED METAL PRODUCT MANUFACTURING FACILITY.

TOTAL SITE AREA = 48.66 ± ACRES

PROPOSED USE = FABRICATED METAL PRODUCT MANUFACTURING FACILITY.

NOTES:

- BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY ALCOVY SURVEYING AND ENGINEERS, INC. W&A ENGINEERING.
- THERE ARE NW WETLAND ON THE SITE.
- THERE ARE STATE WATER ON SITE.
- A PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13257C0095E DATED DEC. 8, 2022.
- SITE SHALL COMPLY WITH ART. 4 PART 1 SECT. 250 OF WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE.



GEORGIA811
www.Georgia811.com

A.C.E.
ALCOVY CONSULTING ENGINEERING AND ASSOCIATES, LLC.
P.O.C. TIP HUYNH, P.E.
485 Edwards Rd
Oxford, Georgia 30054
Phone: 770-466-4002
tipacell@gmail.com
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SITE PLAN

JB STEEL & PRECAST, INC. LOGANVILLE FACILITY EXPANSION MOON'S SITE

C0090017
C0110007A00
PARCEL PART OF C0090016
LAND LOT: 248
DISTRICT: 4TH
6342 HWY 20
WALTON COUNTY, GA

DATE: 1/30/2025
SCALE: 1"=60'

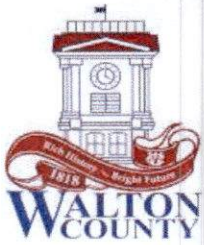
OWNER
PATRICIA MOON
2695 SHARON RD.
WASHINGTON, GA 30673

DEVELOPER
HENDERSON FAB, INC.
4003 BOOTH RD. NE
CONYERS, GA 30012
24 HOUR - EMERGENCY CONTACT
JOHNNY HENDERSON
PHONE: 404-317-8382
JOHNNYHENDERSON@JBSTEEL.US

REVISIONS

NO.	DATE	DESCRIPTION
1	2/20/25	REMOVE 4.01 AC ALONG CENTER HILL CHURCH RD

JOB No. #24-050
RZ



Planning and Development Department Case Information

Case Number: Z25-0055

Meeting Dates: Planning Commission 03-06-2025

Board of Commissioners 04-01-2025

Applicant:
Ned Butler

P.O. Box 2655
Loganville, Georgia 30052

Owner:
MFT Land Investments LLC

P.O. Box 2655
Loganville, Georgia 30052

Current Zoning: A1

Request: Request zoning from A1 to A1OSC for a 26 lot subdivision.

Address: Double Springs Road, Monroe, Georgia 30656

Map Number/Site Area: C0730043

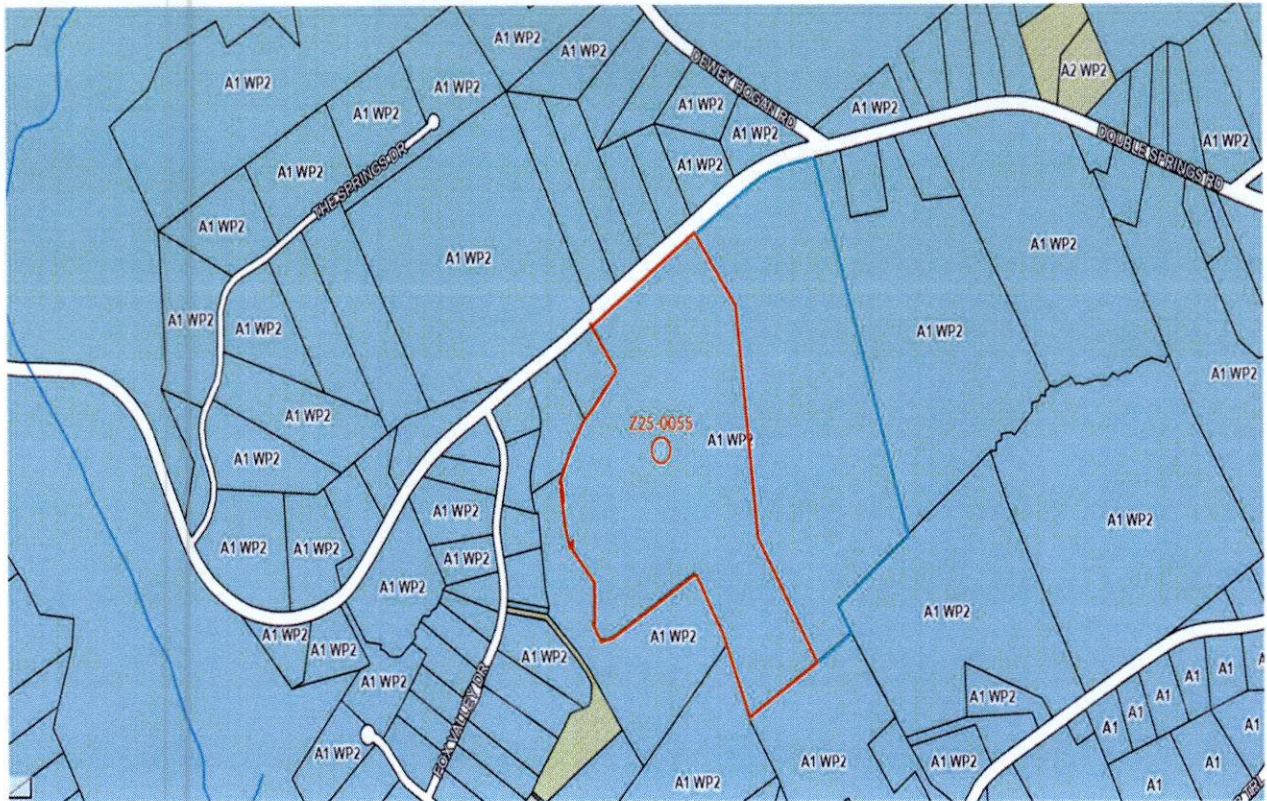
Character Area: Conservation

District 5 Commissioner-Jeremy Adams Planning Commission-Tim Hinton

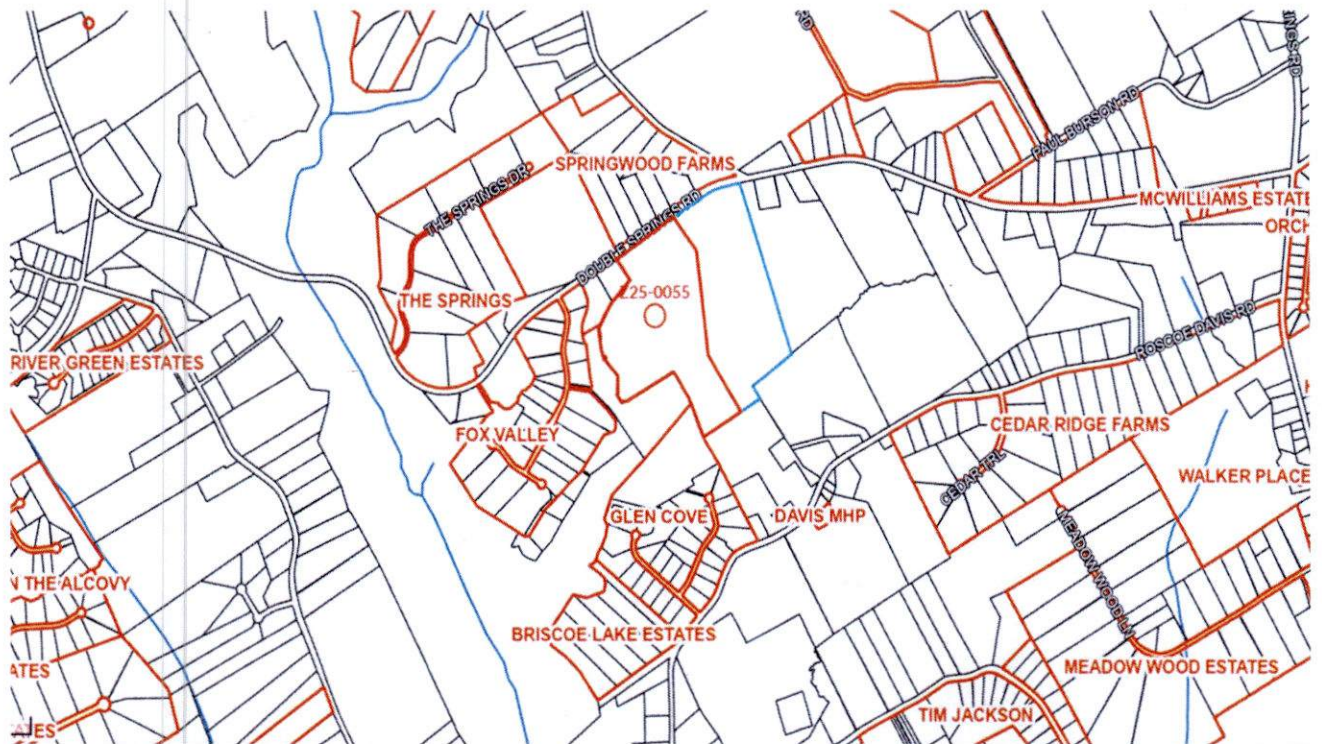
Existing Site Conditions: Property consists of 54.786 and is vacant land.



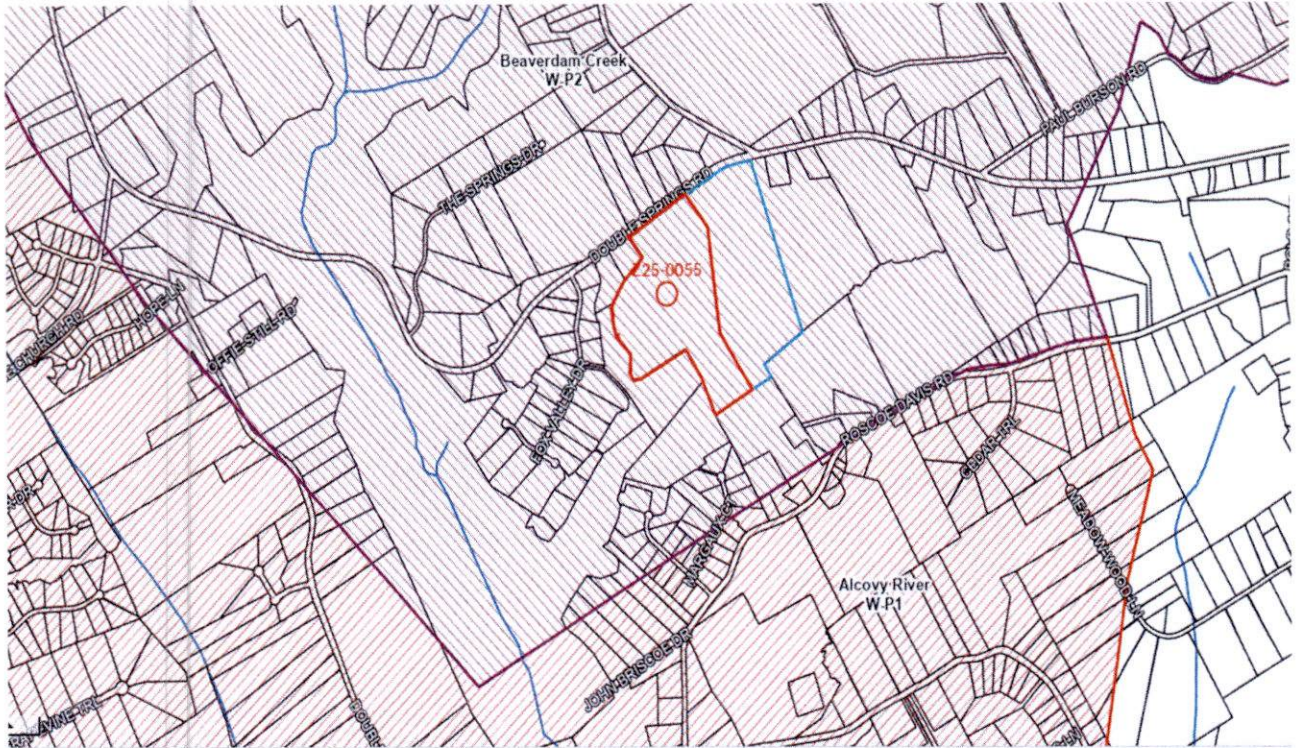
The surrounding properties are zoned A1.



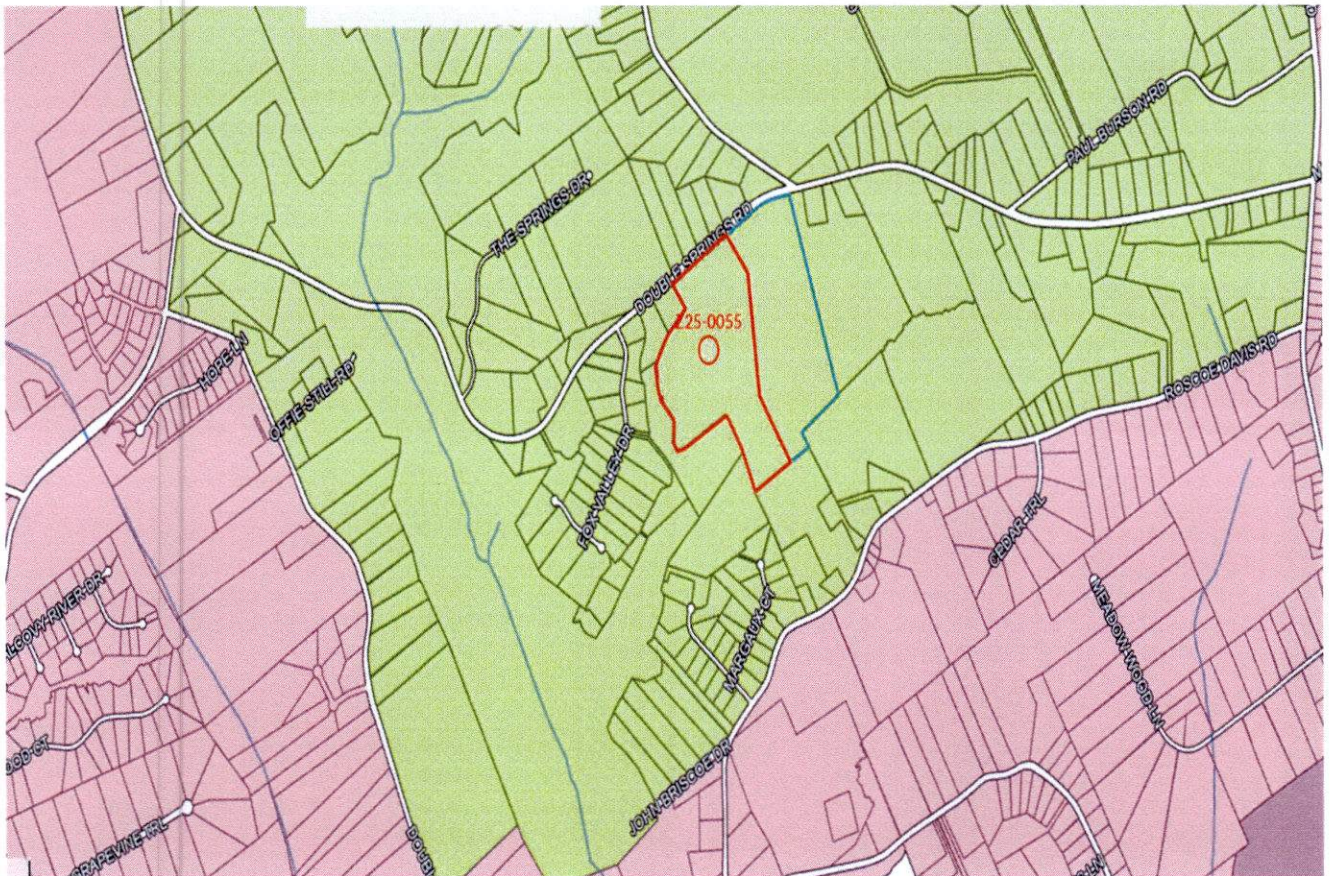
Subdivisions surrounding property:



The property is in the Beaverdam Creek Watershed.



The Future Land Use Map for this property is Conservation.



History: No History

Staff Comments/Concerns:

Comments and Recommendations from various Agencies:

Public Works: Public Works has no issue with approval of the proposed plan design submitted.

Sheriffs' Department: No comment received.

Water Authority: This property is located within the City of Monroe Service Area.

Fire Marshal Review: Project shall comply with all codes set forth by the Office of Commissioner of Insurance State Fire Marshal Rules and Regulations, Walton County Ordinances, Life Safety Code and International Fire Code.

Fire Department Review: Impacts can include increased fire and emergency medial response.

Board of Education: No comment received.

DOT Comments: Will not require coordination with Georgia DOT.

City of Monroe: The county will need to enforce the proper setbacks for those rear lots. It drains to creek that feeds the small lake before entering the city reservoir. Careful attention should also be paid to the septic drain fields in context to those lots that are nearest the creek.

PC ACTION 3/6/2025:

1. **Z25-0055- Rezone 54.786 acres from A1 to A1OSC for a residential subdivision- Applicant: Ned Butler/Owner: MFT Land Investments LLC-Property located on Double Springs Rd/Map/Parcel C0730043-District 5.**

Presentation: Ned Butler whose address is 574 Conyers Road represented the case. He is a representative for MFT Land Investments. This property is 92 acres, but they are going to have a 36-acre tract and a 54-acre tract, and they are asking to develop a 26-lot subdivision. They are requesting an A1 OSC overlay which will be 1 acre lots. The gray area on the site plan is open space and it is around the entire project. The county requires 13 acres of open space, but they will be providing 22 acres of open space. They will be providing normal products with houses being 1,800 sq. ft. for one story homes and 2,000 sq. ft. for two story.

Speaking: Lea Cornelius who lives at 2530 Dewey Hogan Road spoke. She is concerned about the distance of this subdivision to her home. Tim Hinton asked what the distance is, and it was stated about a ¼ mile. She said she has horses and other farm animals in the area, and they can't handle 50 or more cars on the road. The road is already congested, and she was a victim of a home invasion during the day. She is concerned about more crime in the area, and she does not want this to be another Gwinnett.

Lou Hall, who lives at 563 Roscoe Drive, spoke. Her property is on the back side of this property. She said she is afraid with the subdivision that there will be an overflow of children and the children thinking that her backyard is their playground. She stated that there is also wildlife on the property and the construction will interfere with the wildlife.

Rebuttal: Ned Butler said as he said before that the large gray area on the site plan is open space and it also shows it at Roscoe Davis Road. There are wetlands and it will take a long time for children to go back to the creek. They are doing 1 lot for every 2 acres, and this is not what you see in Gwinnett. They are having smaller lots to give extra green space.

Tim Hinton said the OSC zoning's purpose is the density of the land and what it creates is open space and whole creeks will be there. This is the best thing that has been

developed, and he feels that this is a great use of the property which is 1 home to every 2 acres.

Recommendation: Tim Hinton made a motion to recommend approval and was seconded by Wesley Sisk. The Motion carried unanimously.

Rezone Application # 225-0055 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 3-6-2025 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 4-8-2025 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C0730043

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Reliant Homes GA LLC</u>	<u>MFT Land Investments LLC</u>
<u>PO Box 2655</u>	<u>PO Box 2655</u>
<u>Loganville, GA 30052</u>	<u>Loganville, GA 30052</u>
E-mail address: <u>nbutler@relianthomes.com</u> (If more than one owner, attach Exhibit "A")	
Phone # <u>678-373-0536</u>	Phone # <u>678-373-0536</u>
Location: <u>Double Springs Road</u> Requested Zoning <u>A1 OSC WP2</u> Acreage <u>54.786</u>	
Existing Use of Property: <u>Vacant land</u>	
Existing Structures: <u>None</u>	
The purpose of this rezone is _____ <u>Request rezone to develop a 26 lot OSC subdivision.</u>	

Property is serviced by the following:

Public Water: Yes Provider: Walton County Water Department Well: _____

Public Sewer: _____ Provider: _____ Septic Tank: X

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

[Signature] 1-31-2025 \$ 550.00

Signature _____ Date _____ Fee Paid _____

Public Notice sign will be placed and removed by P&D Office
Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1 Surrounding Zoning: North A1 South A1
East A1 West A1

Comprehensive Land Use: Conservation **DRI Required?** Y _____ N /

Commission District: 5-Jeremy Adams Watershed: Beavodam Creek TMP /

I hereby withdraw the above application _____ Date _____

AUTHORIZATION BY PROPERTY OWNER

I swear that I am the property owner of the property which is the subject matter of the attached Petition for Rezoning/Conditional Use Application, as is shown in the records of Walton County, Georgia.

I authorize the named below to act as Applicant in the pursuit of a Petition for Rezoning/Conditional Use Application.

Name of Applicant: MFT Land Investments LLC

Address: PO Box 2655 Loganville GA 30052

Telephone: 678-373-0536

Location of Property: Double Springs Road

Map/Parcel Number: C0730043

Current Zoning: A1 WP2 Requested Zoning: R1 WP2


Property Owner Signature

Property Owner Signature

Print Name: Ned Butler

Print Name: _____

PO Box 2655

Address: Loganville GA 30052

Address: _____

Phone #: 678-373-0536

Phone #: _____

Personally appeared before me and who swears that the information contained in this authorization is true and correct to the best of his/her knowledge.


Notary Public

4/31/2025
Date



Article 4, Part 4, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

A1 subdivisions to the South and West along with a few large tracts, to the East are large tracts, North are A1 properties ranging from 2 acres up to large tracts

2. The extent to which property values are diminished by the particular zoning restrictions;

Property values are not anticipated to be diminished by the proposed zoning.

3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;

The proposed zoning will provide additional housing for the local area with no anticipated destruction of surrounding property values.

4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;

The proposed zoning will provide additional housing and tax basis to the public.

5. **The suitability of the subject property for the zoned purposes; and**

The proposed use is for a residential use that coincides with the surrounding uses. The proposed use also follows along with the Land Use Map of a Conservation character.

6. **The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property**

The property has been owned by the owner and vacant since August 2024. The property appears have been vacant for many years.

RIH

January 31, 2025

Walton County Planning Department
Attention: Charna Parker
126 Court St.
Monroe, GA 30655

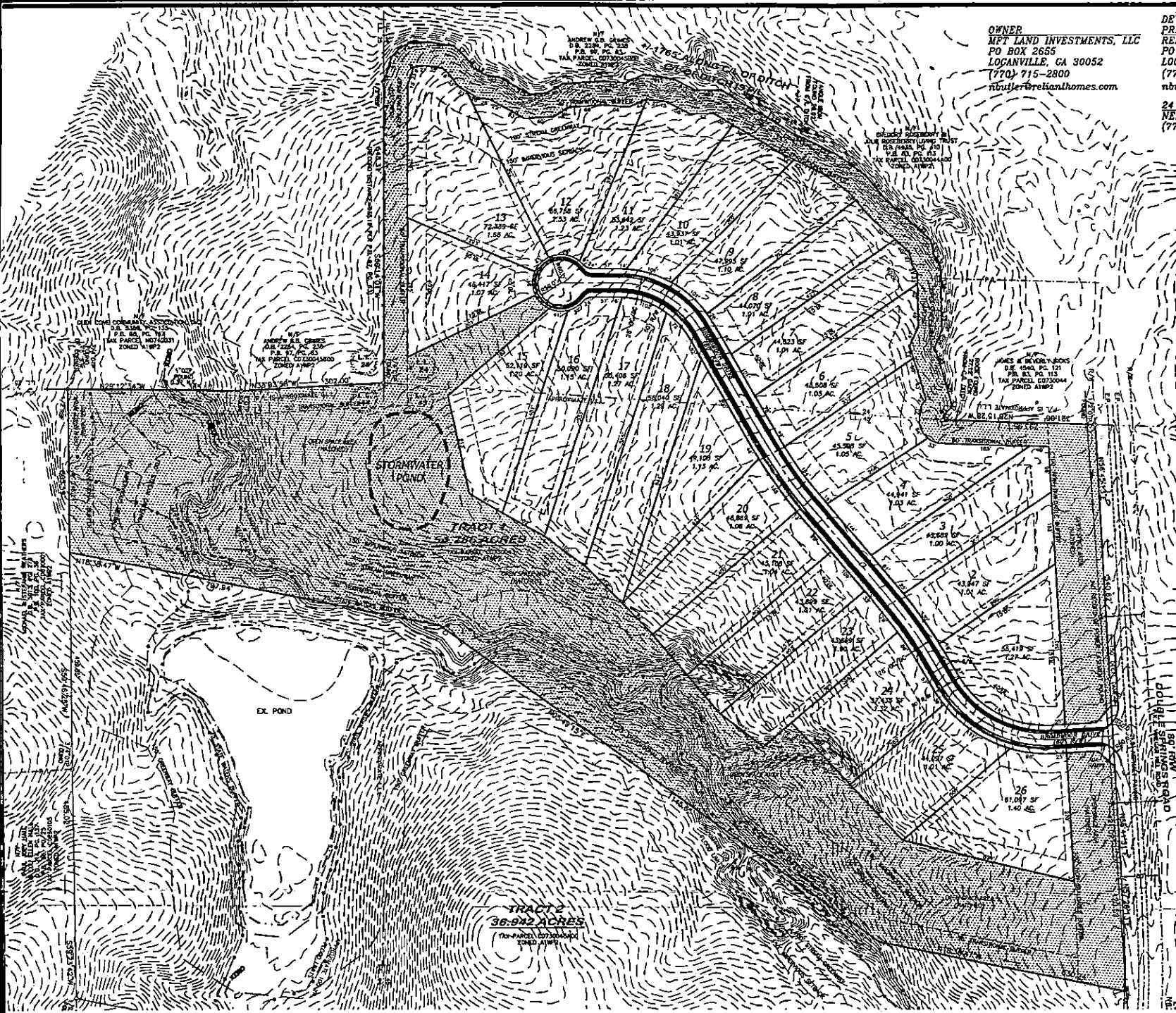
Mrs. Parker,

Reliant Homes GA, LLC is requesting a rezone of parcel numbers C0730043 located on Double Springs Road in Monroe, GA Walton County. The request is to rezone the 54.786 acres to A1-OSC WP2 from A1 WP2 for development of a 26 lot subdivision.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'Ned Butler' with a small 'VP' monogram at the end.

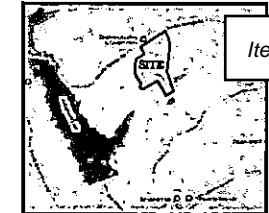
Ned Butler
Vice President
Reliant Homes GA, LLC



OWNER
MPT LAND INVESTMENTS, LLC
 PO BOX 2655
 LOGANVILLE, GA 30052
 (770) 715-2800
 nbutter@relianthomes.com

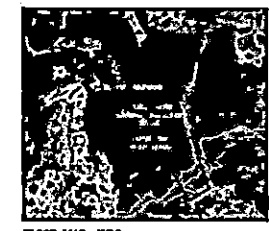
DEVELOPER
PRIMARY PERMITEE
RELIANT HOMES CA, LLC
 PO BOX 2655
 LOGANVILLE, GA 30052
 (770) 715-2800
 nbutter@relianthomes.com

24 HOUR CONTACT
NED BUTLER
 (770) 715-2800

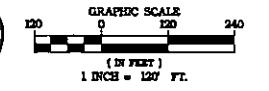


Item 5.5.

VICINITY MAP N.T.S.
 THE GPS LOCATION OF THE CONSTRUCTION EXIT IS: 33.8439 NORTH, -83.7824 WEST.



FLOOD MAP N.T.S.
 A PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP NO. 132870110F, EFFECTIVE DATE DECEMBER 15, 2002.



REFERENCE WALTON COUNTY COMPREHENSIVE LAND DEVELOPMENT ORDINANCE ZONING: ARTICLE 4 SECTION 4-1-120 A1 BASE ZONING, & ARTICLE 4 SECTION 4-2-120 OSC SUBDIVISION.

GENERAL SITE NOTES:

1. SITE DESCRIBED LOCATED AT THE CORNER OF DOUBLE SPRINGS RD. NEAR THE INTERSECTION WITH DEWEY HOGAN ROAD, IN WALTON COUNTY, GEORGIA.
2. TOTAL SITE AREA IS = 54,786 AC.
3. PROJECT SITE ZONED A1 IN THE BEAVER DAM (NP-7) WATERFED OVERLAY. PROPOSED USE: RESIDENTIAL LOTS.
4. TOTAL LOTS PROPOSED = 29.
 LOT DENSITY = 28 UNITS / 24,728 ACRES = 0.48 UNITS/AC.
 PROPOSED USE: RESIDENTIAL LOTS.
5. BUILDING SETBACKS IN A1 W/ OSC OVERLAY (NP-7):
 FRONT = 10 FT
 SIDE = 10 FT
 REAR = 20 FT OR 25 FT AS REQUIRED BY THE L.O.O.
 50' MIN. SIDEWALK BUFFER ALONG ADJACENT SIDEWAYS
 50' MIN. SIDEWALK BUFFER ALONG ADJACENT ALLEYS NOT IN THE DISTRICT
 TOTAL OPEN SPACE AREA PROPOSED IS 41.18 AC. (2233/54.78)
6. SMALLEST LOT SIZE SHOWN = 43,560 S.F.
7. MIN. LOT SIZE REQUIRED = 43,560 S.F.
8. MIN. HOUSE SIZE = 1,800 S.F. FOR 1 STORY & 2,000 S.F. FOR 2 STORY
9. TOPOGRAPHIC INFORMATION SHOWN WAS TAKEN FROM NEIPE SUBDIVISION PLAT PREPARED BY HORTONLAND SURVEYING, LLC DATED 01/23/2004.
10. TOPOGRAPHIC INFORMATION SHOWN WAS TAKEN FROM ROMA CA ONE DEED LEAD FOR WALTON COUNTY, GEORGIA.
11. THE NATIONAL WETLANDS INVENTORY MAP WAS CONSULTED AND THERE ARE NO WETLANDS IDENTIFIED ON-SITE.
12. DEVELOPER: RELIANT HOMES CA, LLC
 LOGANVILLE, GEORGIA 30052
 PHONE: (770) 715-2800
 24 HR. CONTACT: NED BUTLER
13. SURVEYOR: NORTHEAST LAND SURVEYING, INC.
 1000 W. 10TH ST.
 BRANFORD, GA 30011
 PHONE: (770) 486-7720
 SURVEY CONTACT: ROBIN GARDNER
14. ENGINEER: DAY DESIGN GROUP, INC.
 P.O. BOX 849
 BRANFORD, GEORGIA 30018
 PHONE: (770) 715-2800
 ENGINEER CONTACT: CHA M. DAY, P.E.
15. SEPTIC SYSTEMS SHALL BE PROVIDED FOR EACH LOT ON AN INDIVIDUAL LOT BY LOT BASIS. THE BURDEN FOR EACH LOT IS RESPONSIBLE FOR THE SEPTIC DESIGN APPROVAL. THE BURDEN FOR THE SEPTIC DESIGN APPROVAL SHALL BE THE RESPONSIBILITY OF THE SYSTEM PER THE WALTON COUNTY HEALTH DEPARTMENT'S REGULATIONS.

THIS PLAT IS NOT FOR FINAL RECORDING
ALL INDIVIDUAL LOTS ARE SUBJECT TO APPROVAL BY THE WALTON COUNTY HEALTH DEPARTMENT FOR SEPTIC SYSTEMS

PHURSIANT TO THE COMPREHENSIVE LAND DEVELOPMENT ORDINANCE OF WALTON COUNTY, GEORGIA, ALL THE REQUIREMENTS OF OSC CONCEPT PLAN APPROVAL HAVING BEEN FULFILLED, THIS OSC CONCEPT PLAN HAS BEEN APPROVED. THE FINAL PLAT MUST BE RECORDED ON A DEVELOPMENT PERMIT MUST BE ISSUED WITHIN 6 MONTHS OF THE APPROVAL BY THE OSC CONCEPT PLAN OR THE APPROVAL WILL EXPIRE AND BE NULL AND VOID.

DIRECTOR: WALTON COUNTY PLANNING & DEVELOPMENT DATE: _____

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 SITE PLANNING
 DAY DESIGN GROUP, INC.
 RELIANT HOMES
 CONCEPTUAL ZONING PLAN FOR BROADMOOR SUBDIVISION
 DATE: 01/11/2023
 DRAWN BY: JAM
 JOB NO.: 24-1
 SHEET: 1
 TOTAL DATE OF PLANS: 1

March 4, 2025

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, March 4, 2025, at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Pete Myers, Timmy Shelnett, Lee Bradford and Kirklyn Dixon, County Clerk Rhonda Hawk, County Manager John Ward, Planning Director Charna Parker, and County Attorney Chip Ferguson. Commissioner Adams was not present at the meeting. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

PRESENTATIONS

A presentation was given by Tishia Feen of the Walton Youth Advocacy Board. County Manager John Ward recognized Maurice Hubbard of Keep Walton Beautiful and Doug Brown of Walton Fire Rescue, congratulating them on their retirement. Public Works Director John Allman recognized Tara Gutierrez and Tyler Pannel for their achievements with the Georgia Public Works Association.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:18 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Dixon made a motion, seconded by Commissioner Bradford to adopt the agenda. All voted in favor.

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update on county matters to the Board and stated that all HB581 documents had been submitted and accepted by the State.

PLANNING COMMISSION

Planning and Development Director Charna Parker presented the Planning Commission recommendations.

Z24-0059 - Rezone 9.00 acres from OI/R1 to B2 for office buildings with associated storage for commercial purposes, lease - Applicant/Owner: FIZCO Limited, Property located at 6285 Hwy. 20/Map/Parcel C0010018-District 2

Planning Commission recommended approval as submitted.

Chairman Thompson opened the public hearing on the matter. Andrea Gray spoke in favor on behalf of the applicant. She stated that this is to be an upscale retail/office space and that the plan abides by all requirements with substantial green space and planted buffers. It meets 100-year flood plain guidelines and storm water management. There would be no outside storage. Tony Smith suggested the county look into underground detention ponds. Jeremy Hartzog stated he was not particularly opposed to the development but would like to ask that flooding from the property to the back of his property be addressed. Andrea Gray stated that the design will address the condition of flooding. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Myers made a motion to approve with the condition that everything presented tonight would be included in the development. Commissioner Shelnut seconded the motion; voted and carried unanimously.*

Z24-0065 - Rezone 9.05 acres to B3 for a tree service and auto repair shop - Applicant/Owner: Jose Alexander Lemus - Property located on Hwy. 78/Map/Parcel C0750160A00 - District 5

Planning Commission recommended approval as submitted.

Chairman Thompson opened the public hearing on the matter. Tiep Huynh with Alcovy Consulting Engineering spoke on behalf of the applicant Jose Lemus. Mr. Huynh stated this would be for a tree service and auto repair shop with the building being approximately 4500 sq. ft on 9.05 acres and that they have worked out the entrance with DOT. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Warren made a motion, seconded by Commissioner Shelnut to approve the rezone. All voted in favor.*

Z25-0001 - Rezone 2.22 acres from R1 to A with a Conditional Use for short term rental (and variance to waive ADA requirements for short term rental) and conditional use for an event facility - Applicant: Ben Myers - Owner: Table Ventures LLC - Property located at 4850 Center Hill Church Rd./Map/Parcel C0290086 - District 3

Planning Commission recommended approval of rezone and approval of conditional use for short term rental, waiving the ADA requirements for the short-term rental and approved withdrawal of the conditional use for event facility.

Chairman Thompson opened the public hearing on the matter. Applicant Ben Myers and his wife Kylie stated this would be for a short-term rental and they were asking to waive ADA requirements so as not to alter the historic home. There was no one to speak in opposition. Chairman Thompson closed the public hearing on the matter.

Motion: *Commissioner Shelnut made a motion to approve the conditional use, waiving the ADA requirements and accepting the withdrawal for an event facility. Commissioner Dixon seconded the motion; voted and carried unanimously.*

ADMINISTRATIVE CONSENT AGENDA

1. Approval of February 11, 2025 Meeting Minutes
2. Contracts & Budgeted Purchases of \$25,000 or Greater
3. Declaration of Surplus
4. City of Loganville IGA - Library Construction Amendment (Amending the date for additional agreement concerning substantially all matters relating to the operations of the New Library.)
5. Approval of Burton Merchant Application - Onboarding TrueFiling - Probate Court

Motion: Commissioner Shelnett made a motion, seconded by Commissioner Dixon to approve the Administrative Consent Agenda. All voted in favor.

CONTRACTS

Change Proposals - Walnut Grove Park

#18 - CMU Control Joints on Buildings C & L, 25 - Additional Rock Removal, 27 - Roll Up Doors at Maintenance Bldg, #28 - Bldg. C & F Rigid Insulation Add, #29 - Sewer Lines Material Change, #30 - Softball Backstop Pole redesign (credit)

County Manager John Ward presented the Change Proposals for Walnut Grove Park. CP#18 + 4,435.38, CP#25 + 783,273.60, CP#27 + 4,694.04, CP#28 + 9371.21, CP#29 + 13,774.59, CP#30 credit (10,000.00). Commissioner Dixon voiced his concerns over the additional rock needing to be removed. After some discussion, County Manager John Ward stated that the additional rock would not be removed from the property but would be crushed and reused on site.

Motion: Commissioner Shelnett made a motion, seconded by Commissioner Myers to approve the change proposals. Chairman Thompson, Commissioners Warren, Myers, Shelnett and Dixon voted in favor with Commissioner Bradford abstaining. The motion carried 5-1.

ACCEPTANCE OF BIDS/PROPOSALS

Facilities Director Hank Shirley presented the proposals for the roofing of six fire stations.

Acceptance of Proposal - Fire Station Roofing (Six Fire Stations)

Motion: Chairman Thompson made a motion to accept the proposal from Tyber Group, LLC in the amount of \$260,000.00. Commissioner Warren seconded the motion; voted and carried unanimously.

PUBLIC COMMENT

Alan Terry, Jonathan Ordway, Katy Ordway, Jeff Reagan, Buddy Granger and Randall Laseter voiced their concerns over the noise issue being created by the 4-H Shooting Range at Criswell Park.

EXECUTIVE SESSION

Motion: At 7:33 p.m., Commissioner Shelnutt made a motion to enter into Executive Session to discuss the future acquisition of real estate as provided by O.C.G.A. §§ 50-15-2 (1). Commissioner Dixon seconded the motion and all voted in favor.

Motion: At 7:41 p.m., Commissioner Dixon made a motion, seconded by Commissioner Shelnutt, to return to regular session. All voted in favor. There were no votes taken during the Executive Session.

ADJOURNMENT

Motion: Commissioner Dixon made a motion, seconded by Commissioner Warren, to adjourn the meeting. The motion carried and the meeting was adjourned at 7:42 p.m.

All documents of record for this meeting are on file in either the addendum book or auxiliary file under this meeting date.

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

Walton County Board of Commissioners
Purchases \$25,000.00
Meeting

April 1, 2025

Department	Fund	Description	Payee	Amount
Budget Year FY 25				
	100	Premium for April 2025- For the Record	One America	\$ 36,580.04
	Various	Replenish Funds in Health Benefits- For the Record	Walton Co Health Benefits Trust	\$ 500,000.00
	Various	Replenish Funds In Workers Comp- For the Record	Walton Co BOC	\$ 27,407.00
Board of Commissioners				
	1110 100	Meridian Park Pickleball Ct- For the Record	Precision Planning Inc	\$ 1,890.00
Law				
	1530 100	General Legal Fees-Feb- For the Record	Atkinson/Ferguson	\$ 26,293.29
GIS				
	1537 100	2024 Flight EV	Pictometry International Corp	\$ 34,563.75
Tax Assessors				
	1552 100	Postage 2025 Assessment- For the Record	Diversified Companies, LLC	\$ 26,196.00
General Gov BLDGs				
	1565 100	Annex 6-EMS Front parking lot	All About Asphalt Inc	\$ 38,620.00
	1565 100	Annex 6-EMS Back parking lot	All About Asphalt Inc	\$ 78,545.00
Public Defender				
	2800 100	Contract Attorney Cases	S. Brett Mizerak, P.C.	\$ 25,500.00
Jail				
	3325 100	200 Taser 10 Bundle Project	Axon Enterprise Inc	\$ 250,000.00
	3325 100	Inmate Medical-May 2025	Correct Health	\$ 184,305.01
	3325 100	Emergency Work-Boiler blew up	HVH Mechanical Partners	\$ 33,053.49
	3325 100	Housed Out Inmates-Dec	Barrow Co BOC	\$ 60,335.00
	3325 100	Housed Out Inmates-Jan	Barrow Co BOC	\$ 57,040.00
	3325 100	Housed Out Inmates-Feb	Barrow Co BOC	\$ 47,850.00
	3325 100	Housed Out Inmates-Feb	Washington Co BOC	\$ 41,415.00

Department	Fund	Description	Payee	Amount
	3325 100	Inmate Meals-Feb	Kimble's Food By Design	\$ 79,428.47
Splost 2013				
	3325.13 322	Jail Access Road- For the Record	Precision Planning Inc	\$ 4,292.43
	3325.13 322	Public Safety Complex-Dec 24- For the Record	Precision Planning Inc	\$ 103,402.26
	3325.13 322	Public Safety Complex-Jan 25- For the Record	Precision Planning Inc	\$ 220,108.61
Jail Bond 2021				
	3325.22 315	Construction Cost- For the Record	Comprehensive Program Services	\$ 60,000.00
	3325.22 315	Gas Extension to New Jail- For the Record	City of Monroe	\$ 1,500,000.00
	3325.22 315	Shelving, Ga State Contract-WCPSC	Spacesaver Storage Systems Inc	\$ 485,195.53
Roadways & Walkways				
	4220 100	Pavement Preservation Treatment-Crestview Subdivision	Holbrook Asphalt, LLC	\$ 37,755.60
	4220 100	Pavement Preservation Treatment-Sandy Creek Cove Subdivision	Holbrook Asphalt, LLC	\$ 41,017.76
	4220 100	Pavement Preservation Treatment-Zach's Creek Subdivision	Holbrook Asphalt, LLC	\$ 36,839.76
	4220 100	30' Gooseneck Trailer	Country Boy Trailers	\$ 46,493.69
RDS & Bridges Splost 2019				
	4220.19 323	Resurfacing Project-Bullock Ridge Rd	E.R. Snell Contractor Inc	\$ 284,523.75
	4220.19 323	Resurfacing Project-Giles Rd	E.R. Snell Contractor Inc	\$ 105,328.50
	4220.19 323	Resurfacing Project-Centerhill Church Rd	E.R. Snell Contractor Inc	\$ 550,564.50
	4220.19 323	Resurfacing Project-Pleaseant Valley Rd	E.R. Snell Contractor Inc	\$ 382,714.25
	4220.19 323	Resurfacing Project-Thompson Mill Rd	E.R. Snell Contractor Inc	\$ 131,621.25
	4220.19 323	Resurfacing Project-Youth Jersey Rd	E.R. Snell Contractor Inc	\$ 288,059.75
Water				
	4446 507	Water and Testing - For the Record	Cornish Creek Water Fund	\$ 181,369.00
	4446 507	Supplies for Meter Installs & Repairs	Delta Municipal Supply Co, Inc.	\$ 35,643.00
Solid Waste Disposal				
	4530 540	Tipping Fees-February	City of Monroe Public Works	\$ 25,119.17
DFACS Building				
	5461 201	DFACS Flooring	John Michael Mobley	\$ 40,177.50

Department	Fund	Description	Payee	Amount
Park Areas				
	6220 100	Parking Lot Clean, Sealcoat, Restriping-Felker Park	Medders Sealcoating & Striping	\$ 41,502.55
	6220 100	Parking Lot Clean, Sealcoat, Restriping-South Walton Park	Medders Sealcoating & Striping	\$ 32,577.30
Parks & Rec Splot 2019				
	6220.19 323	Meters, Curb Stops, Coupes, Check Vavles, etc.	Delta Municipal Supply Co, Inc.	\$ 25,006.40
	6220.19 323	Ayers Park Pickleball Fencing	Dans Fence Co.	\$ 48,800.00
	6220.19 323	Ayers Park Pickleball Court Resurfacing	Playworx Playsets, LLC	\$ 41,186.00
The Grove 2023				
	6220.23 338	Construction Phase Feb 25-For the Record	Ascension Program Management, LLC	\$ 7,020.00
	6220.23 338	Professional Engineering Feb-For the Record	Matrix Engineering Group, Inc.	\$ 10,035.00
	6220.23 338	Construction Services for Feb-For the Record	Reeves Young LLC	\$ 3,690,995.08
HLC Water Treatment Facility				
	504	Professional Engineering-For the Record	Archer Western Construction	\$ 3,017,855.50
	504	Appraisal Reports on 6 Parcels-For the Record	BM&K Inc	\$ 9,300.00
	504	Professional Engineering-For the Record	Engineering Strategies Inc	\$ 5,407.00
	504	Professional Engineering - For the Record	Jacob's Engineering	\$ 27,227.55
	504	HLC Management-For the Record	Precision Planning Inc.	\$ 17,884.88
Hard Labor Creek				
	4405 508	Daily monitoring of traps & removal of animals-For the Record	Alan D Barton	\$ 2,250.00
	4405 508	HLC O&M-For the Record	Precision Planning Inc.	\$ 4,446.28
	4405 508	HLC Water Quality Sampling Station-For the Record	Zile Technology, Inc.	\$ 27,672.00
	508	HLC Management-For the Record	Precision Planning Inc.	\$ 608.92
				\$13,119,022.82

Walton County Department Agenda Request

Department Name: **Walton County Planning and Development**

Department Head/Representative: **Kristi Parr**

Meeting Date Request: **April 1, 2025**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **Capital Improvements Element Annual Update and Transmittal Resoultion (Public Hearing)**

Wording For Agenda: **Capital Improvements Element Annual Update and Transmittal Resoultion (Public Hearing)**

This Request: Informational Purposes Only Needs Action by Commissioners* **YES**

*What action are you seeking from the Commissioners? **Approval so it can be sent to DCA for their approval**

Department Comments/Recommendation: **Approval**

Additional Documentation Attached?

Is review of this request or accompanying documentation by the County Attorney required? **No**

If so, has a copy of the documentation been forwarded to County Attorney? **N/A**

Date forwarded to County Attorney: **N/A**

Has the County Attorney review been completed? **N/A**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget? **N/A**

Budget information attached? **N/A**

Comments: **N/A**

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Georgia, Walton County

Transmittal Resolution

Capital Improvements Element Annual Update

Walton County, Georgia

WHEREAS, Walton County adopted a Capital Improvements Element as an amendment to the *Walton County Comprehensive Plan*; and

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on April 1, 2025, at 6:00 P.M.

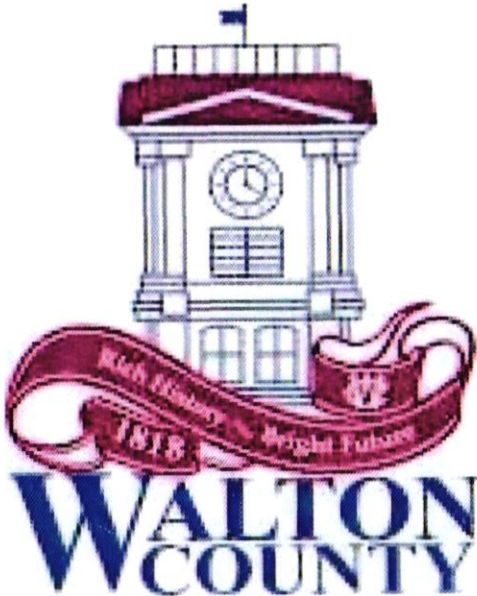
BE IT THEREFORE RESOLVED, that the Board of Commissioners of Walton County does hereby submit the Capital Improvements Element Annual Update to the Northeast Georgia Regional Development Center for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 1nd day of April 2025.

BY: _____

ATTEST: _____

Walton County, Georgia



Capital Improvements Element

2025 Annual Update: Financial Report & Short Term Work Program

March 25,2025 Draft

Introduction

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) documents Development Impact Fee Compliance Requirements and Standards and Procedures Local Comprehensive Planning. These documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

"must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revision previously listed CIE projects including alterations in project costs proposed changes in funding sources, construction schedules, or project scope."
(Chapter 110-12-2-.03(2)(c))

The Annual Update itself is based on the amended Walton County Capital

Improvements Element, as adopted by the County on July 7, 2020.

Financial Report

The Financial Report included in this document is based on DIFA, specifically:

"As part of its annual audit process, a municipality or county shall prepare and annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area." *(O.C.G.A. 36-71-8(d)(1))*

The County's fiscal year runs from July 1 to June 30. Thus, these financial reports are based on the audits prepared for FY 2025. The required financial information for each public facility appears in the main financial tables.

Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements-a community work program

(CWP)- as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must "upgrade their entire Short Term [i.e., Community] Work Program annually."¹

According to DCA's requirements,² the Community Work Program must include:

Introduction

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document.

¹ Note the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and

Procedures for Local Comprehensive Planning The correct current description of a STWP is found at Chapter 110-12-1-.03(3) Chapter 110-12-1-.03(3)

WALTON COUNTY Annual Impact Fee Financial Report - Fiscal Year 2024

Public Facility	Libraries	Fire Protection	County Jail	Sheriff's Office	Emergency Commun-ications	EMS	Parks & Recreation	Animal Control*	CIE Prep**	Admin-istrati on	TOTAL
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide	County-wide			
Impact Fee Fund Balance June 30, 2023	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.85	\$34,028.75	\$59,070.69	\$1,310,343.19	\$0.00	\$17,249.30	\$64,719.89	\$2,469,086.73
Impact Fees Collected July 1, 2023 through June 30, 2024	\$102,316.50	\$172,167.69	\$42,504.17	\$40,011.87	\$4,043.98	\$7,127.54	\$278,368.22	\$0.00	\$4,205.43	\$19,374.76	\$670,120.16
Subtotal: Fee Accounts	\$510,073.34	\$429,065.99	\$247,646.09	\$153,889.72	\$38,072.73	\$66,198.23	\$1,588,711.41	\$0.00	\$21,454.73	\$84,094.65	\$3,139,206.89
Accrued Interest	\$2,891.09	\$2,431.94	\$1,403.65	\$872.24	\$215.80	\$375.21	\$9,004.79	\$0.00	\$121.61	\$476.65	\$17,792.98
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Expenditures	-\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$57,161.75	-\$117,161.75
Impact Fee Fund Balance June 30, 2024	\$452,964.43	\$431,497.93	\$249,049.74	\$154,761.96	\$38,288.53	\$66,573.44	\$1,597,716.20	\$0.00	\$21,576.34	\$27,409.55	\$3,039,838.12
Impact Fees Encumbered	\$452,964.43	\$431,497.93	\$249,049.74	\$154,761.96	\$38,288.53	\$66,573.44	\$1,597,716.20	\$0.00			\$2,990,852.23

*The adopted fee schedule currently does not include "Animal Control" thus no impact fees are being collected for this public facility.

**CIE Prep is the recoupment of the cost to complete the original impact fee study and create the impact fee program.

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WALTON COUNTY Annual Impact Fee Financial Report - Fiscal Year 2024

Public Facility	Libraries	Fire Protection	County Jail	Sheriff's Office	Emergency Commun-ications	EMS	Parks & Recreation	CIE Prep*	Admin-istration	TOTAL
Service Area	County-wide	Unincorporated County plus Between, Good Hope and Walnut Grove	County-wide	County-wide excluding Loganville and Monroe	County-wide	County-wide	County-wide			
Impact Fee Fund Balance July 1, 2023	\$407,756.84	\$256,898.30	\$205,141.92	\$113,877.85	\$34,028.75	\$59,070.69	\$1,310,343.19	\$17,249.30	\$64,719.90	\$2,469,086.74
July Collections	\$11,368.50	\$19,432.27	\$4,796.84	\$4,516.63	\$456.39	\$804.36	\$30,929.80	\$470.86	\$2,169.32	\$74,944.97
August Collections	\$11,988.60	\$18,806.12	\$4,645.80	\$4,367.56	\$442.00	\$779.07	\$32,616.88	\$479.60	\$2,209.58	\$76,335.21
September Collections	\$8,681.40	\$12,027.85	\$2,974.24	\$2,790.46	\$282.97	\$498.77	\$23,619.13	\$326.29	\$1,503.31	\$52,704.42
October Collections	\$11,988.60	\$16,024.75	\$3,965.11	\$3,715.24	\$377.23	\$664.95	\$32,616.90	\$451.63	\$2,080.77	\$71,885.18
November Collections	\$4,134.00	\$14,843.45	\$3,647.62	\$3,466.39	\$347.09	\$611.60	\$11,247.22	\$249.43	\$1,148.98	\$39,695.78
December Collections	\$5,374.20	\$9,475.78	\$2,338.46	\$2,203.06	\$222.48	\$392.14	\$14,621.36	\$225.50	\$1,038.90	\$35,891.88
January Collections	\$8,681.40	\$11,200.14	\$2,772.42	\$2,595.60	\$263.76	\$464.94	\$23,619.12	\$322.98	\$1,488.06	\$51,408.42
February Collections	\$5,374.20	\$6,933.42	\$1,716.26	\$1,606.80	\$163.28	\$287.82	\$14,621.36	\$199.94	\$921.18	\$31,824.26
March Collections	\$9,508.20	\$12,266.82	\$3,036.46	\$2,842.80	\$288.88	\$509.22	\$25,868.56	\$353.74	\$1,629.78	\$56,304.46
April Collections	\$7,854.60	\$25,122.44	\$6,176.67	\$5,863.76	\$587.73	\$1,035.66	\$21,369.68	\$442.95	\$2,040.46	\$70,493.95
May Collections	\$9,301.50	\$13,471.46	\$3,330.52	\$3,126.07	\$316.87	\$558.52	\$25,306.19	\$360.85	\$1,662.48	\$57,434.46
June Collections	\$8,061.30	\$12,563.19	\$3,103.77	\$2,917.50	\$295.30	\$520.49	\$21,932.02	\$321.66	\$1,481.94	\$51,197.17
Subtotal: Fee Accounts	\$510,073.34	\$429,065.99	\$247,646.09	\$153,889.72	\$38,072.73	\$66,198.23	\$1,588,711.41	\$21,454.73	\$84,094.66	\$3,139,206.90
Accrued Interest	\$2,891.09	\$2,431.94	\$1,403.65	\$872.24	\$215.80	\$375.21	\$9,004.79	\$121.61	\$476.65	\$17,792.97
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(July Expenditures)										\$0.00
(August Expenditures)										\$0.00
(Sept Expenditures)										\$0.00
(October Expenditures)	(\$60,000.00)									(\$60,000.00)
(November Expenditures)									(\$49,050.00)	(\$49,050.00)
(December Expenditures)										\$0.00
(January Expenditures)										\$0.00
(February Expenditures)										\$0.00
(March Expenditures)										\$0.00
(April Expenditures)									(\$6,979.50)	(\$6,979.50)
(May Expenditures)										\$0.00
(June Expenditures)									(\$1,132.25)	(\$1,132.25)
Subtotal Expenditures	(\$60,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$57,161.75)	(\$117,161.75)
Impact Fee Fund Balance June 30, 2024	\$452,964.43	\$431,497.93	\$249,049.74	\$154,761.96	\$38,288.53	\$66,573.44	\$1,597,716.20	\$21,576.34	\$27,409.56	\$3,039,838.12

ZA
Library Books
P&Z Software
P&Z Publication
P&Z Credit Card Equipment
Balance at end of June 2024

**COMMUNITY WORK PROGRAM (CWP) – WALTON COUNTY, GA¹
20²⁵ – 2029**

Category ²	Action/Item	2025	2026	2027	2028	2029	Responsible Party	Cost Estimate	Funding Source*	Notes
Library Services	Collection Materials Purchase	<input checked="" type="checkbox"/>					Monroe-Walton County Library System Board	\$69,234.06	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase		<input checked="" type="checkbox"/>				Monroe-Walton County Library System Board	\$69,682.90	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase			<input checked="" type="checkbox"/>			Monroe-Walton County Library System Board	\$69,795.11	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase				<input checked="" type="checkbox"/>		Monroe-Walton County Library System Board	\$69,795.11	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	Collection Materials Purchase					<input checked="" type="checkbox"/>	Monroe-Walton County Library System Board	\$70,019.53	95.15% impact fees (net), 4.85% Local Taxation Sources	On-going annual purchases
Library Services	O'Kelly Replacement		<input checked="" type="checkbox"/>				Monroe-Walton County Library System Board	\$4,402,000	54.57% impact fees (net), 45.43% Local Taxation Sources	Cost includes \$2,000,000 State participation. The County's maximum participation is 70.92% of the impact fee eligible portion of the project cost

¹ CWP is based on the amended Capital Improvements Element that was adopted on July 7, 2020.

² CWP excludes Animal Services because no impact fee projects are anticipated between 2025 and 2029.

³ Emergency Communications projects are planned beyond 5-year time horizon in the CIE

Category ²	Action/Item	2	2	2	2	2	Responsible Party	Cost Estimate	Funding Source*	Notes
		0	0	0	0	0				
		2	2	2	2	2				
		5	6	7	8	9				
Parks and Recreation	Between Park New Playground	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Parks and Recreation Department	\$406,473	91.14% impact fees (net), 8.86% Local Taxation Sources	
Parks and Recreation	South Walton New Batting Cage Building	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				Parks and Recreation Department	\$171,649	99.98% impact fees (net), 0.02% Local Taxation Sources	2,880 sf facility
Parks and Recreation	Walnut Grove New Community Center		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$7,180,600	58.12% impact fees (net), 41.88% Local Taxation Sources	20,342 sf of 35,000 sf impact fee eligible
Parks and Recreation	Walnut Grove New Concession Building		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$291,805	99.99% impact fees (net), 0.01% Local Taxation Sources	1,200 sf facility
Parks and Recreation	Walnut Grove New Maintenance Building		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$33,008	99.97% impact fees (net), 0.03% Local Taxation Sources	1,100 sf facility
Parks and Recreation	Walnut Grove New Dugouts		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$94,709	99.95% impact fees (net), 0.05% Local Taxation Sources	1,914 sf facility
Parks and Recreation	Walnut Grove New Basketball Court		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$106,787	88.5% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Parking Lot		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$565,528	99.92% impact fees (net), 0.08% Local Taxation Sources	250 spaces
Parks and Recreation	Walnut Grove New Baseball Fields (5)		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$1,767,217	92.2% impact fees (net), 7.8% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Multi-Purpose Fields (4)		<input checked="" type="checkbox"/>				Parks and Recreation Department	\$1,272,396	88.50% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Expansion of West Walton Park (Portion of 574 projected spaces)	<input checked="" type="checkbox"/>					Parks and Recreation Department	\$160,000	37.50% Donation, 62.42% impact fees, 0.08% Local Taxation Sources	150 spaces

Category ²	Action/Item	2	2	2	2	Responsible Party	Cost Estimate	Funding Source*	Notes
		0	0	0	0				
		2	2	2	2				
		6	6	7	8				
		5							
Parks and Recreation	Walnut Grove New Picnic Pavilions (4)	<input checked="" type="checkbox"/>				Parks and Recreation Department	\$355,027	88.50% impact fees (net), 11.5% Local Taxation Sources	
Parks and Recreation	Walnut Grove New Splash Pad	<input checked="" type="checkbox"/>				Parks and Recreation Department	\$1,396,348	35.43% impact fees (net), 64.57% Local Taxation Sources	
Law Enforcement	New Jail	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sheriff's Office	\$12,228,771	4% impact fees (net), 96% Local Taxation Sources	Cost estimate is based on proposed building size (84,900 square feet). Percentage of impact fees as a funding source (i.e., impact fee eligibility) is based on the increase in size (3,400 sq.ft.) from the existing jail (81,500 sq.ft.) to the proposed new facility.
Fire Protection	New Fire Station (81 N.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Fire Rescue Department	\$2,242,422	100% Impact Fees	7,000 sf facility
Fire Protection	New Fire Station (Oasis)		<input checked="" type="checkbox"/>			Fire Rescue Department	\$2,242,422	100% Impact Fees	7,000 sf facility
Fire Protection	New Support Vehicles (2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			Fire Rescue Department	\$106,524	100% Impact Fees	One per year
Fire Protection	New Platform or Ladder Fire Truck	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			Fire Rescue Department	\$2,200,000	100% Impact Fees	
Fire Protection	New Pumper Fire Truck	<input checked="" type="checkbox"/>				Fire Rescue Department	\$485,484	100% Impact Fees	
Fire Protection	Support Vehicle (1)		<input checked="" type="checkbox"/>			Fire Rescue Department	\$53,262	100% Impact Fees	

Category ²	Action/Item	2	2	2	2	2	Responsible Party	Cost Estimate	Funding Source*	Notes
		0	0	0	0	0				
		2	2	2	2	2				
		5	6	7	8	9				
Emergency Medical Services	New Ambulances (5)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Emergency Medical Services Department	\$828,413	100% Impact Fees	One per year
Emergency Medical Services	Education Facility (2,500 sf)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				Emergency Medical Services Department	\$830,045	100% Impact Fees	
Emergency Communications	Nothing planned in 5-year time horizon									

* Local Taxation Sources include but are not limited to the County General Fund, the Capital Projects Fund or other County taxation source, as determined during the annual budget adoption process, SPLOST or separate funds of the Monroe-Walton Library System.

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2025 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 4, 2024, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2025 budget to make changes to the Fiscal Year 2025 budget as presented in the attached summary schedule.

Adopted this 1st day of April, 2025

Chairman, David G. Thompson

Attest:

County Clerk Rhonda R. Hawk

AMENDMENT SUMMARY
April 2025 Agenda

1. **Sheriff 3300:** Budget amendment to increase revenue (38.3000 Damaged Property) by \$ 74,344.54 and increase expenditures for Vehicles (54.2200) in the amount of \$ 74,344.54. This request results from vehicles being totaled. This would have no effect on fund balance.
2. **Animal Control 3910:** Budget amendment to increase expenditures for R & M Service Agreement (52.2240) in the amount of \$ 26,300.00. This is for creating a website and hosting for 3 years. This would result in a decrease in fund balance.
3. **E-911 3800:** Budget amendment to increase expenditures for R & M Service Agreement (52.2240) in the amount of \$ 92,707.04. This request results from a change to the original contract and was approved during February 11th board meeting. This would result in a decrease in fund balance.
4. **PF Authority – WG Park 6220.23:** Budget amendment to increase expenditures for Buildings (54.1300) in the amount of \$ 1,344,992.28. This request results in change orders approved at prior board meetings. The amendment would result in a decrease in the fund balance.
5. **Law Enforcement Admin. 3310:** Budget amendment to increase expenditures for personnel in the amount of \$ 10,972.64. This request results from a Temporary Deputy Sheriff position in Uniform Patrol (3322) being moved to Law Enforcement Admin. (3310). This would have no effect on fund balance.
6. **Criminal Investigation 3320:** Budget amendment to increase expenditures for personnel in the amount of \$ 57,241.46. This request results from 2 Senior Deputy Sheriff positions in Jail (3325) being moved to Criminal Investigation (3320). This would have no effect on fund balance.
7. **Criminal Investigation 3320:** Budget amendment to increase expenditures for personnel in the amount of \$ 52,181.92. This request results from a Sheriff Investigator position in Law Enforcement Admin. (3310) being moved to Criminal Investigation (3320) and a Sheriff Sergeant in Law Enforcement Admin. (3310) being moved to Criminal Investigation (3320). This would have no effect on fund balance.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE PROJECT LENGTH BUDGET FOR THE DEEP PATCHING AND RESURFACING PROJECT, AND TO AMEND THE FISCAL YEAR 2025 BUDGET

WHEREAS, on November 6, 2018, the Walton County, Georgia SPLOST 2019 (“SPLOST IV”) was approved by voter referendum; and

WHEREAS, 911 radio communication project, transportation projects, parks and recreation projects, construction of new fire station and fire station improvements, building projects, water and sewer system improvements, and vehicle and major equipment acquisition are designated SPLOST IV projects; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for Fiscal Year 2025 on June 4, 2024; and

WHEREAS, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for Fiscal Year 2025.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budgets for the Deep Patching and Resurfacing Project which is attached hereto as a schedule and incorporated herein by reference, are adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for Fiscal Year 2025 be amended to incorporate fiscal year 2025 for the Deep Patching and Resurfacing Project.

SO RESOLVED THIS 1st DAY OF April, 2025:

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

[COUNTY SEAL]

WALTON COUNTY PUBLIC WORKS DEEP PATCHING & RESURFACING PROJECT BUDGET

DATE: 3/21/2025

PROJECT: 2025 LMIG & SPLOST RESURFACING PROJECTS

SPLOST IV Resurfacing projects include deep patching, resurfacing, building shoulders, seed & straw, and traffic signs and/or striping. LMIG covers 70% of the cost of the LMIG Projects listed. SPLOST IV Funds to cover the required 30% match.

Description	Unit Measure	Totals
Centerhill Church Road (LMIG)	3.60 miles	\$630,000
Grapevine Trail	0.70 miles	\$122,500
Gum Creek Lane	0.60 miles	\$105,000
Kirk Road	0.60 miles	\$105,000
McGarity Road	1.80 miles	\$315,000
Mill Road	0.40 miles	\$ 70,000
Pleasant Valley Road (LMIG)	2.00 miles	\$350,000
<i>-From Old Monroe Madison Hwy to City of Good Hope</i>		
Meredith Lake Subdivision	0.60 miles	\$105,000
<i>-S/D Roads: Fisher Drive & Meredith Drive</i>		

Total Resurfacing Cost: \$1,802,500

Modifications

Total Modification Cost:

Renovations

Total Renovations Costs:

Site Development/Improvements Costs

Description	Unit Meas.	Unit Cost	Totals
-------------	------------	-----------	--------

Total Site Dev. Costs:

Project Contingency

Total Project Contingency Costs:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made and entered into this 25 day of March, 2025 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser") and **CHARLIE FRANKLIN JOHNSTON** ("Seller").

BACKGROUND:

Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the following described improved tract or parcel of land. In connection therewith, the parties desire to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. The Property. The property which is the subject of this Agreement is comprised of the following:

1.1 All that certain lot, tract or parcel of improved real property in Walton County, Georgia, containing approximately 1.0 acres and being Tax Parcel C1400057, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein together with all trees, shrubbery, and plants located thereon, together with all easements, rights of way, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of such land, including, without limitation, all right and title (if any) to all land underlying roadways adjacent to such land, and all mineral and other subsurface rights and all access, drainage, utility, signage, landscape and other easements inuring to the benefit of said land (collectively, the "Land");

1.2 All buildings, structures, and other improvements of any and every nature located on the Land (if any), and all fixtures attached or affixed thereto or other improvements, all refrigerating, heating, ventilating and air conditioning apparatus and equipment, pipes, wires and plumbing located on the Land (collectively, the "Improvements");

The Land and the Improvements are hereinafter collectively referred to as the "Property".

Purchase Price. The purchase price for the Property shall be Seventy-Seven Thousand One Hundred and No/100ths Dollars (\$77,100.00) (the "Purchase Price"). On the Closing Date (hereinafter defined), Purchaser shall pay the Purchase Price to the Seller in cash or other immediately available funds.

Section 3. Earnest Money.

Earnest Money

Within five (5) business days of the Effective Date, Purchaser shall deposit in escrow with Atkinson Ferguson, LLC, 118 Court Street, Monroe, Georgia 30655 (the "Escrow Agent") the sum of Three Thousand and No/100 Dollars (\$3,000.00), said sum, together with any interest earned thereon, shall

herein be referred to as the "Earnest Money". Escrow Agent shall deposit the Earnest Money in a IOLTA/trust account and shall disburse or apply the Earnest Money as provided in this Agreement.

Independent Consideration

. Contemporaneous with Purchaser's execution and delivery of this Agreement, Purchaser has delivered to Seller and Seller hereby acknowledges the receipt of \$10.00 (the "Independent Consideration"), which amount the parties bargained for and agreed as consideration for Purchaser's right to inspect and purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement

Section 4. Survey. Purchaser may cause to be prepared and completed, at Purchaser's expense, a survey of the Property (the "Survey") by a surveyor registered under the laws of the State of Georgia, which Survey shall be prepared in accordance with the minimum requirements of the State of Georgia. Purchaser shall deliver a copy of such Survey and a legally sufficient description of the metes and bounds of the Property based upon such survey to Seller for Seller's information. Such Survey shall then become a part of this Agreement without necessity of any further action by either of the parties hereto and shall replace and supercede the description of the Land attached hereto as Exhibit "A". The legal description of the Property appearing in the Limited Warranty Deed used to consummate this sale shall be drawn in conformity with the Survey obtained by Purchaser pursuant to this Section.

Section 5. Title.

Title Objections

. Promptly following the Effective Date, Purchaser may obtain, from a title insurance company selected by Purchaser, a current title commitment for an owner's title insurance policy with such endorsements as Purchaser may deem necessary (the "Title Commitment"). On or before expiration of the Inspection Period (such period herein referred to as the "Objection Period"), Purchaser or Purchaser's attorney shall deliver to Seller and/or Seller's attorney, written notice of Purchaser's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Title Commitment other than liens for ad valorem taxes not yet due and payable (collectively the "Permitted Exceptions"). If Purchaser does not deliver any such objection notice within the Objection Period, Purchaser shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or Survey (and the same shall not constitute Title Objections and shall be deemed Permitted Exceptions).

Seller's Response Notice

. Seller shall have five (5) days from receipt of Purchaser's Title Objections to provide Purchaser with written notice ("Seller's Response Notice") setting forth what Title Objections, if any, Seller shall cure. In the event Seller's Response Notice notifies Purchaser that Seller is unable or unwilling to cure some or any of such Title Objections, then Purchaser shall have the following options: if such defects or objections shall arise for any reason, (1) Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller, whereupon Escrow Agent shall immediately return to Purchaser the Earnest Money and this Agreement shall terminate, and except as expressly provided to the contrary in this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement, or (2) Purchaser shall have the right to accept title to the Property subject to such Title Objection with no reduction in the Purchase Price. In the event Purchaser fails to notify Seller of

Purchaser's elected option from the foregoing within five (5) days following receipt of Seller's Response Notice, then Purchaser shall be deemed to have elected to close the transaction contemplated hereunder, subject to such Title Objections without any reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall be obligated to remove or bond over to the satisfaction of the Title Company all security deeds, security interests or mortgages, mechanics' liens and all judgment liens affecting the Property, which were caused, directly or indirectly, or created by Seller.

Section 6. Inspection Period.

Inspection

. Purchaser's obligations under this Agreement are expressly subject to and conditioned upon Purchaser's determination, in its sole discretion, on or before 5:00p.m. eastern on that date which is ninety (90) days following the Effective Date, that the Property, and its proposed acquisition, ownership, operation and use are satisfactory to Purchaser in its sole and absolute discretion (such period herein the "Inspection Period"). Such due diligence by Purchaser may include, without limitation, an appraisal, geotechnical and environmental inspections, surveys, title examinations and inspections of any Improvements.

Termination

. In the event Purchaser determines in its sole and absolute discretion, prior to the Inspection Date, not to proceed with the purchase of the Property (for any reason or for no reason) then Purchaser shall have the right to terminate this Agreement by delivering to Seller written notice of termination and, subject to any provisions of this Agreement which expressly survive the termination of this Agreement, (i) all further rights and obligations of the parties under this Agreement shall terminate, and (ii) Escrow Agent shall immediately return the Earnest Money to Purchaser. If, prior to the Inspection Date, Purchaser fails to provide written notice to the Seller of Purchaser's termination of this Agreement, then upon expiration of the Inspection Period, the Earnest Money shall remain applicable to the Purchase Price and (a) the Earnest Money shall be nonrefundable but for Seller's default hereunder or as otherwise expressly set forth herein.

6.3 **Submission of Reports.** In order to aid Purchaser in its evaluation of the Property, within three (3) days following the Effective Date, Seller shall deliver to Purchaser, correct and complete copies of all documents in Seller's possession relating to the Property, including, without limitation, the following: all title policies, commitments and examinations, soils reports and hazardous materials reports, surveys of the Property, all utility bills for the 12 months preceding the Effective Date, and architectural and engineering reports and plans.

Access

. From and after the Effective Date and throughout the term of this Agreement, Purchaser shall have the right and privilege of going upon the Property during normal business hours with Purchaser's agents, representatives, or designees to inspect, examine, survey, and make test borings, soil bearing tests, pest inspections, roof inspections, and perform a Phase I Environmental Assessment and any other soil, engineering, or any other type of tests or surveys which Purchaser may deem necessary.

Closing

. The purchase and sale of the Property (the "Closing") shall be at the offices of Escrow Agent via escrowed funds and fully executed documents on or before that date which is thirty (30) days following the expiration of the Inspection Period (the "Closing Date").

Closing Procedure

. The Closing shall occur through an escrow with the Escrow Agent on terms acceptable to the parties and customary for similar closings in the State of Georgia, it being understood that neither Purchaser nor Seller nor their respective counsel need be physically present at the Closing so long as (i) all documents described in Section 8 or elsewhere herein that are required to be delivered at Closing are fully executed, delivered in escrow and available on the date of Closing, (ii) any authorized signatory of the affected party is available either in person or by telephone and email at Closing, and (iii) all necessary Closing funds have been wire transferred to the Escrow Agent on or prior to Closing. On the Closing Date, the Closing shall occur as follows, subject to satisfaction of all terms and conditions of this Agreement:

Purchaser's Closing Deliveries

. On or before the Closing Date, Purchaser shall execute, deliver and provide to Escrow Agent the following:

(i) *Purchase Price.* The Purchase Price in immediately available funds, less a credit for any portion of the Earnest Money designated as applicable to the Purchase Price.

(ii) *Additional Documents.* Any additional documents as may be reasonably required by Escrow Agent to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement.

Seller's Closing Deliveries

. On or before the Closing Date, Seller shall execute, deliver and provide to Escrow Agent the following:

(i) *Limited Warranty Deed.* A limited warranty deed in recordable form executed and acknowledged by Seller conveying fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) *Reserved.*

(iii) *Additional Documents.* Any additional documents as may be reasonably required by Purchaser's counsel to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement, quitclaim deed (if Seller's record title legal description varies from the Survey), owner's affidavit (as to matters of title in form acceptable to Purchaser and Escrow Agent), foreign investment in real property affidavit (FIRPTA), affidavit of residency, lien satisfactions/releases and such other instruments as Purchaser or Escrow Agent may reasonably require in order to properly vest good title in Purchaser as to the Property.

(iv) *Possession.* Seller shall deliver possession of the Property to Purchaser, subject only to those claiming by, through or under the Permitted Exceptions, together with all keys and combinations to the Property and Improvements thereon.

Closing Costs

. Seller shall pay all costs of: (i) Seller's attorney's fees, if any, and (ii) all corrective and release instruments. Purchaser shall pay all costs of: (a) title examination and related charges, (b) Survey, (c) all costs for Purchaser's inspections, (d) Purchaser's attorney's fees, (e) recording costs, (f) Georgia transfer tax (if applicable), and (g) all other closing costs incurred by Purchaser.

Taxes

8.4 . All ad valorem property taxes (real and personal) or any other assessments affecting the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller, as of the Closing Date, with Purchaser receiving a credit for Seller's share of such taxes and assessments. In the event that the bill for ad valorem taxes is not available at the time of the Closing, the proration shall be based upon the tax bill for the immediately preceding year. Seller shall be obligated to pay, at Closing, any past due or delinquent taxes applicable to the Property (real and personal) for any periods prior to the year of Closing.

Section 9. Notice. Unless otherwise provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth next to each party's signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by e-mail, with written confirmation by a nationally recognized overnight courier sent no later than the two (2) business days following the email, in which case notice shall be deemed delivered upon the date of the email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by e-mail or personal delivery and delivered after 5:00 p.m. central time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or e-mail address shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Any notice to any party may be given by such party's counsel.

Representations and Warranties of Seller

. Seller covenants, represents and warrants to Purchaser as follows:

10.1 As of the Effective Date and at Closing, Seller shall have good, marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions, and Seller agrees to convey the Property as provided herein.

10.2 Seller has the right, power and authority to enter into this Agreement and to consummate the sale in accordance with the terms and conditions hereof, Seller is of majority age and competent to execute, deliver and perform this Agreement, and shall give such evidence thereof as may be reasonably required by Escrow Agent.

10.3 The Property is not subject to any leases or claims of parties in possession. At the time of Closing, the Property will be free of any leases, tenants, occupants, liens, security interests, encumbrances or other restrictions except for the Permitted Exceptions.

10.4 Seller shall not subsequently sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any part thereof or any interest or estate therein), or consent to any of the foregoing, or enter into, apply for or consent to any zoning, land use, or development restriction relating to the Property or any part thereof except as approved in writing by Purchaser, such approval to be granted or withheld in Purchaser's sole and absolute discretion.

10.5 To the best of Seller's knowledge, no areas on the Property exist where hazardous substances or waste have been generated, disposed of, released or found, and Seller has no knowledge of the existence of any areas for the storage or disposal of any hazardous substance or waste on the Property. Seller has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no knowledge of any such violations. To the best of Seller's knowledge, there are no storage tanks located on the Property, either above or below ground, and the Property previously has not been used as a landfill or as a dump for garbage or refuse.

10.6 No person, firm or entity, except as set forth herein, has any rights in or to acquire the Property or any part thereof, and, with the exception of this Agreement, there is no agreement of any kind or nature affecting the Property. Seller shall not remove, nor permit the removal, of any timber from the Property.

10.7 Seller covenants and agrees that Seller will not cause any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date.

Section 11. Operations, Casualty and Condemnation.

Ongoing Operations

. From the Effective Date through and including the Closing Date, Seller agrees to operate and maintain the Property in the normal course of business, and shall maintain the Improvements in good condition and repair, subject to ordinary wear and tear.

Utilities

. Utilities, including water, sewer, electric, and gas, based upon the last reading of meters prior to the Closing shall be prorated. Seller shall pay at Closing the bills therefore for the Closing Date and the period to the day preceding the Closing, and Purchaser shall pay the bills therefore for the period subsequent thereto.

New Contracts

. So long as this Agreement remains in force, Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing Date without the Purchaser's prior written consent (which may be withheld in Purchaser's sole and absolute discretion).

Insurance

. So long as this Agreement remains in force, Seller shall maintain in full force and effect the liability and casualty insurance policies currently in effect with respect to the Property, or policies providing similar coverage, subject to customary exceptions at the time of renewal or issuance, and shall deliver to Purchaser, upon request, reasonable evidence of same, including certificate of said insurance.

Casualty.

Risk of material loss to the Property due to fire, flood or any other cause before the Closing, shall remain with Seller. If before the Closing the Property or any portion thereof shall be materially damaged, then Purchaser may terminate this Agreement by written notice to Seller given within ten (10) days after Seller delivers written notice to Purchaser of the damage, and all further rights and obligations of the parties under this Agreement shall terminate. If the Closing Date is within the aforesaid ten (10) day period, then Closing shall be extended to the next business day following the end of said ten (10) day period. If no such election is made, and in any event if the damage is not material, this Agreement shall remain in full force and effect and the purchase contemplated herein shall be effected with no further adjustment, and upon the Closing, Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may thereafter be made for such damage or destruction giving Purchaser a credit at Closing for any deductible under such policies. For the purposes of this Section, the phrases "material damage" and "materially damaged" mean damage reasonably exceeding \$50,000.00.

11.6 Notice of Casualty. Seller shall notify Purchaser in writing immediately upon Seller's receiving written notice or obtaining actual knowledge of the occurrence or existence of any damage or destruction affecting the Property and provide to Purchaser any information as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided in Section 11.5 above.

Section 12. Assignment. Purchaser may not assign this Agreement without Seller's prior approval, not to be unreasonably withheld.

Section 13. Brokerage.

No Brokers

. Purchaser and Seller represent to each other that neither party has engaged or used a real estate broker in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This provision shall survive the Closing or any termination of this Agreement.

Section 14. Default.

Purchaser's Default

. If the transaction contemplated herein is not consummated because of a default of Purchaser under the terms of this Agreement, Seller shall be entitled to the Earnest Money as liquidated damages and in full settlement of any claims or damages. It is hereby agreed that, without resale, Seller's damages may be difficult to ascertain and that the applicable portion of the Earnest Money constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

Seller's Default

. If the transaction contemplated herein is not consummated because of a default on the part of Seller, the Earnest Money shall be refunded to Purchaser by Escrow Agent upon demand, without prejudice to any other rights or remedies of Purchaser at law or in equity, including without limitation, the right to seek specific performance of this Agreement. The provisions of this Section 14.2 shall survive the termination hereof.

General Provisions

.

Time of Essence

. Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. eastern of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. eastern of the next full business day. All periods of time shall be based on calendar days.

Governing Law

. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

Entire Agreement; Modification

. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement.

Captions

. All captions, headings, Section, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

Counterparts

. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

Survival of Provisions

. Unless otherwise expressly set forth herein, all covenants, warranties and agreements set forth in this Agreement shall survive.

Severability

. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or

the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 16. Escrow Agent. The parties hereto agree that Escrow Agent shall hold the Earnest Money in escrow in accordance with the terms hereof; provided, however, that Escrow Agent shall not be liable in any way to Seller or Purchaser for any action taken in good faith pursuant to the terms hereof, and further provided that Seller and Purchaser shall hold Escrow Agent harmless from and against all costs, penalties, expenses, liabilities and charges, including reasonable attorney's fees incurred by Escrow Agent or imposed upon him in connection with any proceeding in which he may become a party, or in which he may become involved by reason of his holding the Earnest Money except in such cases in which Escrow Agent is found by a court or law to have been guilty of bad faith in executing the terms hereof, and provided further that in the event of controversy concerning the delivery of the Earnest Money pursuant to this Agreement, Escrow Agent shall be entitled to turn over the Earnest Money to the Superior Court of Walton County, Georgia and Escrow Agent shall thereafter be discharged from all responsibilities as Escrow Agent under this Agreement. Notwithstanding its duties as escrow agent, Escrow Agent named herein shall have the right to represent the Purchaser in connection with this Agreement, including, without limitation, the right to represent the Purchaser in any litigation arising in connection herewith.

Reserved

.

Section 18. Offer; BOC Approval. This Agreement shall constitute an offer by Purchaser to Seller open for acceptance by Seller until 5:00 P.M. EST on the 17th day of March, 2025, by which time two (2) unaltered PDF counterparts of this Agreement duly executed by Seller, must have been actually received by Purchaser. If such written acceptance is not so received, this Agreement, unless the period for acceptance is extended in writing by Purchaser, shall be deemed withdrawn and of no further force and effect. Further, Purchaser's obligations under this Agreement are expressly subject to and conditioned upon formal approval of this Agreement by the Board of Commissioners of Walton County, Georgia at a duly called meeting.

Section 19. Additional Matters.

19.1 **Release of Earnest Money.** Escrow Agent is authorized to release the Earnest Money to Seller within thirty (30) days prior to Closing. Such sum shall remain Earnest Money under this Agreement, notwithstanding any release to Seller, and shall remain refundable as set forth herein and applicable to Purchase Price at Closing.

19.2 Reserved.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement.

Address of Purchaser for notices:

Walton County, Georgia
Attn: County Manager
111 S. Broad Street
Monroe, Georgia 30655
Email: john.ward@co.walton.ga.us

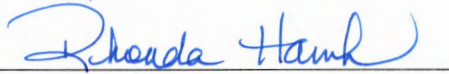
With a copy to:

Charles M. Ferguson, Jr., Esq.
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655
Email: cferguson@atkinsonferguson.com

PURCHASER:

WATLON COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Board of Commissioners of Walton County, Georgia

By: 
David Thompson
Chairman

Attest: 
Rhonda Hawk
County Clerk

[COUNTY SEAL]

Date: March 25, 2025

Address of Seller for notices:

Charlie Franklin Johnston
2680 Whitney Road
Monroe, Georgia 30655
Email:

SELLER:

 (Seal)
CHARLIE FRANKLIN JOHNSTON

Date Mar. 26, 2025

Exhibit "A"

Legal Description of Property

All that tract or parcel of land, lying and being in County of Walton, State of Georgia and in Whatleys District, G.M., located on the Northerly side of the public road which leads from the Monroe-Social Circle Road (State Highway No. 11) Easterly past Whatleys precinct and being fully shown by a survey dated September 14, 1962, and made by J.M. Williams, Surveyor, the survey being recorded in Plat Book 10, Page 104, Clerks Office, Walton Superior Court, reference to said survey and the record thereof being hereby made.

Said property is more particularly described in that certain Quitclaim Deed from Rhonda K. Chester to Charlie Franklin Johnston dated June 22, 2018, recorded June 26, 2018, in Deed Book 4246, Page 239, Records of the Walton County Clerk of Court, Superior Court of Walton County, Georgia.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser") and **JOHNIE H. ROBINSON, III and MELISSA NICOLE BARTON** (collectively, "Seller").

BACKGROUND:

Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the following described improved tract or parcel of land. In connection therewith, the parties desire to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. The Property. The property which is the subject of this Agreement is comprised of the following:

1.1 All that certain lot, tract or parcel of improved real property in Walton County, Georgia, containing approximately 1.773 acres and being a portion of Tax Parcel C0760047, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein together with all trees, shrubbery, and plants located thereon, together with all easements, rights of way, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of such land, including, without limitation, all right and title (if any) to all land underlying roadways adjacent to such land, and all mineral and other subsurface rights and all access, drainage, utility, signage, landscape and other easements inuring to the benefit of said land (collectively, the "Land"). The Land is a portion of a 6.99 acre parcel of land owned by Seller, being Tax Parcel C0760047 (the "Overall Parcel");

1.2 All buildings, structures, and other improvements of any and every nature located on the Land (if any), and all fixtures attached or affixed thereto or other improvements, all refrigerating, heating, ventilating and air conditioning apparatus and equipment, pipes, wires and plumbing located on the Land (collectively, the "Improvements");

The Land and the Improvements are hereinafter collectively referred to as the "Property".

Section 2. Purchase Price. The purchase price for the Property shall be Two Hundred Seventy Thousand and No/100ths Dollars (\$270,000.00) (the "Purchase Price"). On the Closing Date (hereinafter defined), Purchaser shall pay the Purchase Price to the Seller in cash or other immediately available funds.

Section 3. Earnest Money.

3.1 **Earnest Money.** Within five (5) business days of the Effective Date, Purchaser shall deposit in escrow with Atkinson Ferguson, LLC, 118 Court Street, Monroe, Georgia 30655 (the "Escrow Agent") the sum of One Thousand and No/100 Dollars (\$1,000.00), said sum, together with any interest earned thereon, shall herein be referred to as the "Earnest Money". Escrow Agent shall deposit the Earnest Money in a IOLTA/trust account and shall disburse or apply the Earnest Money as provided in this Agreement.

3.2 Independent Consideration. Contemporaneous with Purchaser's execution and delivery of this Agreement, Purchaser has delivered to Seller and Seller hereby acknowledges the receipt of \$10.00 (the "Independent Consideration"), which amount the parties bargained for and agreed as consideration for Purchaser's right to inspect and purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement

Section 4. Survey. Purchaser may cause to be prepared and completed, at Purchaser's expense, a survey of the Property (the "Survey") by a surveyor registered under the laws of the State of Georgia, which Survey shall be prepared in accordance with the minimum requirements of the State of Georgia. Purchaser shall deliver a copy of such Survey and a legally sufficient description of the metes and bounds of the Property based upon such survey to Seller for Seller's information. Such Survey shall then become a part of this Agreement without necessity of any further action by either of the parties hereto and shall replace and supercede the description of the Land attached hereto as Exhibit "A". Such Survey shall either serve as a subdivision plat or the basis of a subdivision plat for the subdivision of the Property from the Overall Parcel. The legal description of the Property appearing in the Limited Warranty Deed used to consummate this sale shall be drawn in conformity with the Survey obtained by Purchaser pursuant to this Section.

Section 5. Title.

5.1 Title Objections. Promptly following the Effective Date, Purchaser may obtain, from a title insurance company selected by Purchaser, a current title commitment for an owner's title insurance policy with such endorsements as Purchaser may deem necessary (the "Title Commitment"). On or before expiration of the Inspection Period (such period herein referred to as the "Objection Period"), Purchaser or Purchaser's attorney shall deliver to Seller and/or Seller's attorney, written notice of Purchaser's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Title Commitment other than liens for ad valorem taxes not yet due and payable (collectively the "Permitted Exceptions"). If Purchaser does not deliver any such objection notice within the Objection Period, Purchaser shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or Survey (and the same shall not constitute Title Objections and shall be deemed Permitted Exceptions).

5.2 Seller's Response Notice. Seller shall have five (5) days from receipt of Purchaser's Title Objections to provide Purchaser with written notice ("Seller's Response Notice") setting forth what Title Objections, if any, Seller shall cure. In the event Seller's Response Notice notifies Purchaser that Seller is unable or unwilling to cure some or any of such Title Objections, then Purchaser shall have the following options: if such defects or objections shall arise for any reason, (1) Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller, whereupon Escrow Agent shall immediately return to Purchaser the Earnest Money and this Agreement shall terminate, and except as expressly provided to the contrary in this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement, or (2) Purchaser shall have the right to accept title to the Property subject to such Title Objection with no reduction in the Purchase Price. In the event Purchaser fails to notify Seller of Purchaser's elected option from the foregoing within five (5) days following receipt of Seller's Response Notice, then Purchaser shall be deemed to have elected to close the transaction contemplated hereunder, subject to such Title Objections without any reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall be obligated to remove or bond over to the satisfaction of the Title Company all security deeds, security interests or mortgages, mechanics' liens and all judgment liens affecting the Property, which were caused, directly or indirectly, or created by Seller.

Section 6. **Inspection Period.**

6.1 Inspection. Purchaser's obligations under this Agreement are expressly subject to and conditioned upon Purchaser's determination, in its sole discretion, on or before 5:00p.m. eastern on that date which is ninety (90) days following the Effective Date, that the Property, and its proposed acquisition, ownership, operation and use are satisfactory to Purchaser in its sole and absolute discretion (such period herein the "Inspection Period"). Such due diligence by Purchaser may include, without limitation, an appraisal, geotechnical and environmental inspections, surveys, title examinations and inspections of any Improvements.

6.2 Termination. In the event Purchaser determines in its sole and absolute discretion, prior to the Inspection Date, not to proceed with the purchase of the Property (for any reason or for no reason) then Purchaser shall have the right to terminate this Agreement by delivering to Seller written notice of termination and, subject to any provisions of this Agreement which expressly survive the termination of this Agreement, (i) all further rights and obligations of the parties under this Agreement shall terminate, and (ii) Escrow Agent shall immediately return the Earnest Money to Purchaser. If, prior to the Inspection Date, Purchaser fails to provide written notice to the Seller of Purchaser's termination of this Agreement, then upon expiration of the Inspection Period, the Earnest Money shall remain applicable to the Purchase Price and (a) the Earnest Money shall be nonrefundable but for Seller's default hereunder or as otherwise expressly set forth herein.

6.3 Submission of Reports. In order to aid Purchaser in its evaluation of the Property, within three (3) days following the Effective Date, Seller shall deliver to Purchaser, correct and complete copies of all documents in Seller's possession relating to the Property, including, without limitation, the following: all title policies, commitments and examinations, soils reports and hazardous materials reports, surveys of the Property, all utility bills for the 12 months preceding the Effective Date, and architectural and engineering reports and plans.

Section 7. **Access.** From and after the Effective Date and throughout the term of this Agreement, Purchaser shall have the right and privilege of going upon the Property during normal business hours with Purchaser's agents, representatives, or designees to inspect, examine, survey, and make test borings, soil bearing tests, pest inspections, roof inspections, and perform a Phase I Environmental Assessment and any other soil, engineering, or any other type of tests or surveys which Purchaser may deem necessary.

Section 8. **Closing.** The purchase and sale of the Property (the "Closing") shall be at the offices of Escrow Agent via escrowed funds and fully executed documents on or before that date which is thirty (30) days following the expiration of the Inspection Period (the "Closing Date").

8.1 Closing Procedure. The Closing shall occur through an escrow with the Escrow Agent on terms acceptable to the parties and customary for similar closings in the State of Georgia, it being understood that neither Purchaser nor Seller nor their respective counsel need be physically present at the Closing so long as (i) all documents described in Section 8 or elsewhere herein that are required to be delivered at Closing are fully executed, delivered in escrow and available on the date of Closing, (ii) any authorized signatory of the affected party is available either in person or by telephone and email at Closing, and (iii) all necessary Closing funds have been wire transferred to the Escrow Agent on or prior to Closing. On the Closing Date, the Closing shall occur as follows, subject to satisfaction of all terms and conditions of this Agreement:

- (a) *Purchaser's Closing Deliveries.* On or before the Closing Date, Purchaser shall execute, deliver and provide to Escrow Agent the following:

(i) *Purchase Price.* The Purchase Price in immediately available funds, less a credit for any portion of the Earnest Money designated as applicable to the Purchase Price.

(ii) *Additional Documents.* Any additional documents as may be reasonably required by Escrow Agent to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement.

(b) *Seller's Closing Deliveries.* On or before the Closing Date, Seller shall execute, deliver and provide to Escrow Agent the following:

(i) *Limited Warranty Deed.* A limited warranty deed in recordable form executed and acknowledged by Seller conveying fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) *Reserved.*

(iii) *Additional Documents.* Any additional documents as may be reasonably required by Purchaser's counsel to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement, owner's affidavit (as to matters of title in form acceptable to Purchaser and Escrow Agent), foreign investment in real property affidavit (FIRPTA), affidavit of residency, lien satisfactions/releases and such other instruments as Purchaser or Escrow Agent may reasonably require in order to properly vest good title in Purchaser as to the Property.

(iv) *Possession.* Seller shall deliver possession of the Property to Purchaser, subject only to those claiming by, through or under the Permitted Exceptions, together with all keys and combinations to the Property and Improvements thereon.

8.2 Closing Costs. Seller shall pay all costs of: (i) Seller's attorney's fees, if any, and (ii) all corrective and release instruments. Purchaser shall pay all costs of: (a) title examination and related charges, (b) Survey, (c) all costs for Purchaser's inspections, (d) Purchaser's attorney's fees, (e) recording costs, (f) Georgia transfer tax (if applicable), and (g) all other closing costs incurred by Purchaser.

8.3 Taxes. All ad valorem property taxes (real and personal) or any other assessments affecting the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller, as of the Closing Date, with Purchaser receiving a credit for Seller's share of such taxes and assessments. In the event that the bill for ad valorem taxes is not available at the time of the Closing, the proration shall be based upon the tax bill for the immediately preceding year. Seller shall be obligated to pay, at Closing, any past due or delinquent taxes applicable to the Property (real and personal) for any periods prior to the year of Closing.

Section 9. Notice. Unless otherwise provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth next to each party's signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by e-mail, with written confirmation by a nationally recognized overnight courier sent no later than the two (2) business days following the email, in which case notice shall be deemed delivered upon the date of the email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by e-mail or personal delivery and delivered after 5:00 p.m. central time shall be deemed received on the next business day. A party's address may be changed by written

notice to the other party; provided, however, that no notice of a change of address or e-mail address shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Any notice to any party may be given by such party's counsel.

Section 10. Representations and Warranties of Seller. Seller covenants, represents and warrants to Purchaser as follows:

10.1 As of the Effective Date and at Closing, Seller shall have good, marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions, and Seller agrees to convey the Property as provided herein.

10.2 Seller has the right, power and authority to enter into this Agreement and to consummate the sale in accordance with the terms and conditions hereof, Seller is of majority age and competent to execute, deliver and perform this Agreement, and shall give such evidence thereof as may be reasonably required by Escrow Agent.

10.3 The Property is not subject to any leases or claims of parties in possession. At the time of Closing, the Property will be free of any leases, tenants, occupants, liens, security interests, encumbrances or other restrictions except for the Permitted Exceptions.

10.4 Seller shall not subsequently sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any part thereof or any interest or estate therein), or consent to any of the foregoing, or enter into, apply for or consent to any zoning, land use, or development restriction relating to the Property or any part thereof except as approved in writing by Purchaser, such approval to be granted or withheld in Purchaser's sole and absolute discretion.

10.5 To the best of Seller's knowledge, no areas on the Property exist where hazardous substances or waste have been generated, disposed of, released or found, and Seller has no knowledge of the existence of any areas for the storage or disposal of any hazardous substance or waste on the Property. Seller has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no knowledge of any such violations. To the best of Seller's knowledge, there are no storage tanks located on the Property, either above or below ground, and the Property previously has not been used as a landfill or as a dump for garbage or refuse.

10.6 No person, firm or entity, except as set forth herein, has any rights in or to acquire the Property or any part thereof, and, with the exception of this Agreement, there is no agreement of any kind or nature affecting the Property. Seller shall not remove, nor permit the removal, of any timber from the Property.

10.7 Seller covenants and agrees that Seller will not cause any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date.

Section 11. Operations, Casualty and Condemnation.

11.1 Ongoing Operations. From the Effective Date through and including the Closing Date, Seller agrees to operate and maintain the Property in the normal course of business, and shall maintain the Improvements in good condition and repair, subject to ordinary wear and tear.

11.2 Utilities. Utilities, including water, sewer, electric, and gas, based upon the last reading of meters prior to the Closing shall be prorated. Seller shall pay at Closing the bills therefore for the Closing Date and the period to the day preceding the Closing, and Purchaser shall pay the bills therefore for the period subsequent thereto.

11.3 New Contracts. So long as this Agreement remains in force, Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing Date without the Purchaser's prior written consent (which may be withheld in Purchaser's sole and absolute discretion).

11.4 Insurance. So long as this Agreement remains in force, Seller shall maintain in full force and effect the liability and casualty insurance policies currently in effect with respect to the Property, or policies providing similar coverage, subject to customary exceptions at the time of renewal or issuance, and shall deliver to Purchaser, upon request, reasonable evidence of same, including certificate of said insurance.

11.5 Casualty. Risk of material loss to the Property due to fire, flood or any other cause before the Closing, shall remain with Seller. If before the Closing the Property or any portion thereof shall be materially damaged, then Purchaser may terminate this Agreement by written notice to Seller given within ten (10) days after Seller delivers written notice to Purchaser of the damage, and all further rights and obligations of the parties under this Agreement shall terminate. If the Closing Date is within the aforesaid ten (10) day period, then Closing shall be extended to the next business day following the end of said ten (10) day period. If no such election is made, and in any event if the damage is not material, this Agreement shall remain in full force and effect and the purchase contemplated herein shall be effected with no further adjustment, and upon the Closing, Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may thereafter be made for such damage or destruction giving Purchaser a credit at Closing for any deductible under such policies. For the purposes of this Section, the phrases "material damage" and "materially damaged" mean damage reasonably exceeding \$50,000.00.

11.6 Notice of Casualty. Seller shall notify Purchaser in writing immediately upon Seller's receiving written notice or obtaining actual knowledge of the occurrence or existence of any damage or destruction affecting the Property and provide to Purchaser any information as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided in Section 11.5 above.

Section 12. Assignment. Purchaser may not assign this Agreement without Seller's prior approval, not to be unreasonably withheld.

Section 13. Brokerage.

13.1 No Brokers. Purchaser and Seller represent to each other that neither party has engaged or used a real estate broker in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This provision shall survive the Closing or any termination of this Agreement.

Section 14. Default.

14.1 Purchaser's Default. If the transaction contemplated herein is not consummated because of a default of Purchaser under the terms of this Agreement, Seller shall be entitled to the Earnest Money as liquidated damages and in full settlement of any claims or damages. It is hereby agreed that,

without resale, Seller's damages may be difficult to ascertain and that the applicable portion of the Earnest Money constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

14.2 Seller's Default. If the transaction contemplated herein is not consummated because of a default on the part of Seller, the Earnest Money shall be refunded to Purchaser by Escrow Agent upon demand, without prejudice to any other rights or remedies of Purchaser at law or in equity, including without limitation, the right to seek specific performance of this Agreement. The provisions of this Section 14.2 shall survive the termination hereof.

Section 15. General Provisions.

15.1 Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. eastern of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. eastern of the next full business day. All periods of time shall be based on calendar days.

15.2 Governing Law. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

15.3 Entire Agreement; Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement.

15.4 Captions. All captions, headings, Section, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

15.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15.6 Survival of Provisions. Unless otherwise expressly set forth herein, all covenants, warranties and agreements set forth in this Agreement shall survive.

15.7 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 16. Escrow Agent. The parties hereto agree that Escrow Agent shall hold the Earnest Money in escrow in accordance with the terms hereof; provided, however, that Escrow Agent shall not be liable in any way to Seller or Purchaser for any action taken in good faith pursuant to the terms hereof, and further provided that Seller and Purchaser shall hold Escrow Agent harmless from and against all costs, penalties, expenses, liabilities and charges, including reasonable attorney's fees incurred by Escrow Agent or imposed upon him in connection with any proceeding in which he may become a party, or in which he

may become involved by reason of his holding the Earnest Money except in such cases in which Escrow Agent is found by a court or law to have been guilty of bad faith in executing the terms hereof, and provided further that in the event of controversy concerning the delivery of the Earnest Money pursuant to this Agreement, Escrow Agent shall be entitled to turn over the Earnest Money to the Superior Court of Walton County, Georgia and Escrow Agent shall thereafter be discharged from all responsibilities as Escrow Agent under this Agreement. Notwithstanding its duties as escrow agent, Escrow Agent named herein shall have the right to represent the Purchaser in connection with this Agreement, including, without limitation, the right to represent the Purchaser in any litigation arising in connection herewith.

Section 17. **Reserved.**

Section 18. **Offer; BOC Approval.** This Agreement shall constitute an offer by Purchaser to Seller open for acceptance by Seller until 5:00 P.M. EST on the ____ day of _____, 2025, by which time two (2) unaltered PDF counterparts of this Agreement duly executed by Seller, must have been actually received by Purchaser. If such written acceptance is not so received, this Agreement, unless the period for acceptance is extended in writing by Purchaser, shall be deemed withdrawn and of no further force and effect. Further, Purchaser's obligations under this Agreement are expressly subject to and conditioned upon formal approval of this Agreement by the Board of Commissioners of Walton County, Georgia at a duly called meeting.

Section 19. **Additional Matters.**

- 19.1 Reserved.
- 19.2 Reserved.
- 19.3 Reserved.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement.

Address of Purchaser for notices:

Walton County, Georgia
Attn: County Manager
111 S. Broad Street
Monroe, Georgia 30655
Email: john.ward@co.walton.ga.us

With a copy to:

Charles M. Ferguson, Jr., Esq.
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655
Email: cferguson@atkinsonferguson.com

PURCHASER:

WATLON COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Board of Commissioners of Walton County, Georgia

By: _____
David Thompson
Chairman

Attest: _____
Rhonda Hawk
County Clerk

[COUNTY SEAL]

Date: _____, 2025

Address of Seller for notices:

c/o Johnie H. Robinson, III
2189 Monroe Jersey Road SE
Monroe, Georgia 30655
Email:

SELLER:

_____(Seal)
JOHNIE H. ROBINSON, III

_____(Seal)
MELISSA NICOLE BARTON

Date _____, 2025

Exhibit "A"

Legal Description of Property



Walton County Board of Commissioners Facilities/Risk Mgmt. Dept.

Item 10.1.

303 South Hammond Dr.
Suite 97
Monroe, GA 30655
(770) 267-1401

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: April 1, 2025

RE: Nowell Recreation Center Gym – Multi-Sport Athletic Floor System #2025-03

Ms. Hawk,

In accordance with the Walton Country Purchasing Policy, we have advertised a Request for Proposal Nowell Recreation Center Gym – Multi-Sport Athletic Floor System #2025-03. This proposal is to furnish and install a Court Flooring System in two gyms for 5 new pickle courts at Nowell Gym 201 West Spring Street, Monroe, GA 30655.

We received four proposals. The Facilities Department has reviewed all the acceptable proposals and has determined that the proposal provided by Southern Flooring best meets the RFP requirements. The Facilities Department has verified Southern Floorings experience and qualifications to our satisfaction.

It is my recommendation that the Board of Commissioners **accept the proposal by Southern Flooring in the amount of \$127,764.**

Hank Shirley, Director
Facilities/Risk Mgmt. Dept.



Walton County Public Works

1407 South Madison Avenue
Monroe, Georgia 30655
Telephone (770) 267-1350
Fax (770) 267-1310

John Allman
Director of Public Works

Ray Johnson
Asst. Director of Public Works

March 25, 2025

To: Board of Commissioners
From: John Allman, Public Works Director
RE: Recommendation to Accept Bid

The Public Works Department recommends that Walton County Board of Commissioners accepts the low bidder, Pittman Construction, for the 2025 Milling & Deep Patching Contact for the low bid of \$159.65 per ton.

Please feel free to contact me if you have any questions.

Thank you,

A handwritten signature in blue ink, appearing to read "John Allman", is written over the typed name.

John Allman