



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, January 10, 2023 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. PLANNING COMMISSION RECOMMENDATIONS

4.1. Denial of LU22090002 Character Area change from Suburban to Neighborhood Residential/Rezone and Z22080019 - Rezone 3.65 acres from A1 to B2 for self-storage climate controlled facility & variances - Applicant: Monroe Self Storage LLC/Owner: Judy D Cook - Property located at 5005 Ozora Church Rd and Hwy. 81/Map/Parcel C0360004 - District 1

4.2. Approval with conditions Z22100004 - Rezone 2.90 acres from A1 to B1 for a gas station & retail space - Applicant/Owner: Georgia Investment Group, LLC - Property located at 6495 Hwy 20/Rosebud Rd. - Map/Parcel C0020021 - District 2

Conditions: Add additional trees in buffer on the north and west side with number and species to be determined by Walton County Planning & Development

4.3. Withdrawal - CU22110002 - Event Facility and Variance to request event facility not located on an arterial or collector road as required - Applicant: Grace M. Tillman/Owner: Michel Jeannot - Property located at 390 Nunnally Farm Rd. -Map/Parcel C0770002A00 - District 5

4.4. Approval with conditions Z22100024 - Rezone 3.551 acres from A2 to B3 to allow retail establishment - Applicant: Split Silk Properties, LLC/Owner: Lyncia McCurdy - Property located on Hwy 78 - Map/Parcel C0430014 & 015 - District 1

Conditions: 1) Change the zoning to B2, 2) Applicant to look at shifting building to west, 3) Remove parking on the east, 4) Maintain 20 ft. buffer

5. PLANNING & DEVELOPMENT

- [5.1.](#) Acceptance of Right of Way - Joel's Landing
- [5.2.](#) Acceptance of Right of Way - The Fields at Alcovy Mountain, Phase II
- [5.3.](#) Acceptance of Right of Way - Red Oak Ridge Phase 1

6. FINANCE

- 6.1.** Presentation of FY 2022 Audit - Mauldin & Jenkins
- 6.2.** Request by Judge Ott to fund Associate Judge position for Probate Court retroactive to 11/10/2022

7. APPOINTMENTS

- 7.1.** County Clerk
- 7.2.** Assistant County Clerk
- [7.3.](#) County Attorney
- 7.4.** Vice Chairman

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

- [8.1.](#) Approval of December 6, 2022 Meeting Minutes
- [8.2.](#) Contracts & Budgeted Purchases of \$5000 or Greater
- [8.3.](#) Declaration of Surplus Property
- [8.4.](#) Encroachment Agreement - Ga. Power - CH Church Road Water Transmission Main
- [8.5.](#) IGA - WCWSA - Management of Recreation Area - HLC Reservoir
- [8.6.](#) 2023 Engagement Letter - Holland & Knight
- [8.7.](#) Agreement - Windstream State Fiscal Recovery Funds
- [8.8.](#) Resolution of JDA - Stanton Springs North Addition (for the record)
- [8.9.](#) Acceptance of P&R Atlanta Hawks Foundation Grant in the amount of \$2,380

9. RESOLUTIONS

[9.1.](#) Resolution - Setting time, dates and location of the regular monthly meetings of the Board of Commissioners for 2023

[9.2.](#) Resolution - FY23 Budget Amendments

10. HUMAN RESOURCES

[10.1.](#) Appointments - Personnel Advisory Board

11. CONTRACTS

[11.1.](#) Agreement - City of Monroe - 2023 Waste Disposal

12. ACCEPTANCE OF BIDS/PROPOSALS

[12.1.](#) Acceptance of Proposal - Microbac Laboratories - UCMR5 Testing - Water Department

13. DISCUSSION

13.1. County Manager's Report

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

15. ANNOUNCEMENTS

16. EXECUTIVE SESSION

17. ADJOURNMENT

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

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below 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.

<http://www.waltoncountyga.gov/Clerk/Public%20Comment%20Form.pdf>

For more information, please contact Rhonda Hawk.



Planning and Development Department Case Information

Case Number: LU22090002 & Z22080019

Meeting Dates: Planning Commission 10-06-2022–Tabled to: 11/3/2022 and Tabled to 12/1/2022
Board of Commissioners 01-10-2023

Current Zoning: A1

Request: Change Character Area from Suburban to Neighborhood Residential & Rezone to B2 for self-storage climate controlled facility; Variance request to reduce transitional buffer from 50' to 25' with a 6 ft. fence and Variances to allow 30 ft., 2 story structure.

Address: 5005 Ozora Church Road at Hwy 81

Map Number: C0360004

Site Area: 3.65

Character Area: Suburban

District 1: Commissioner – Bo Warren Planning Commission – Josh Ferguson

Applicant:
Monroe Self Storage, LLC
426 West Highland Avenue, Suite A
Monroe, Georgia 30655
(Nathan Purvis & John Powell)

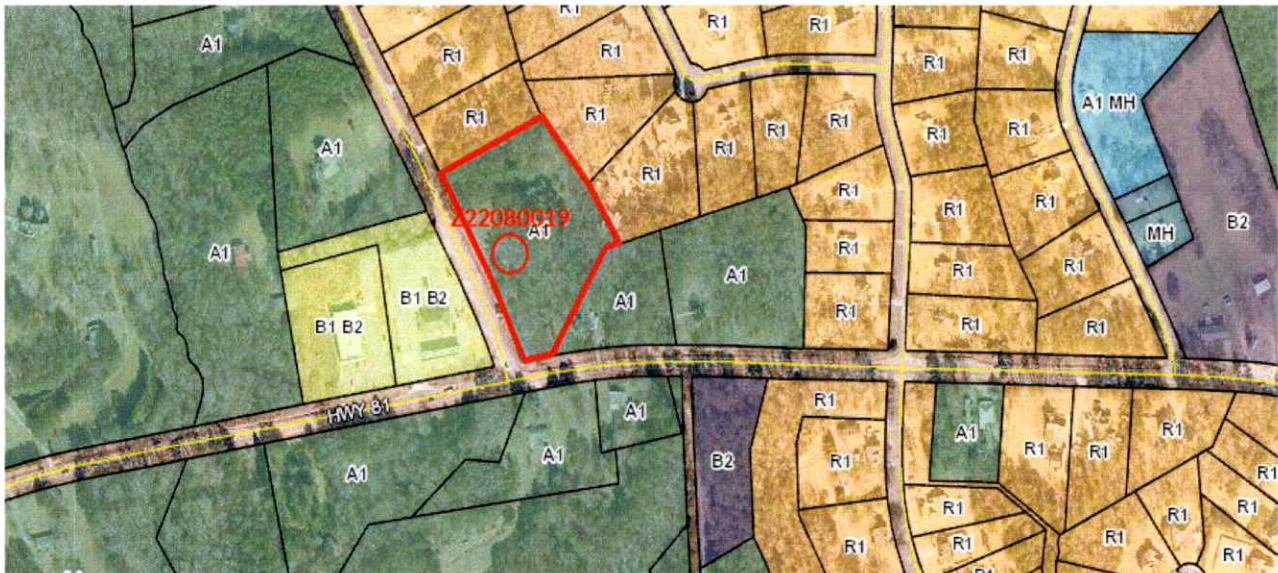
Owner:
Judy D Cook
5005 Ozora Church Road
Loganville, Georgia 30052



Existing Site Conditions: This is a 3.65 acre property.

The surrounding properties are zoned as follows:

North – N034A042 – Zoned R1 – Owner: Kimberley C Rodrigue
 North – N034A043 – Zoned R1 – Owner: Mikhail & Anna Khokhlan
 South – C0360002 – Zoned A1 – Owner: Raymond & Julie Boss
 South – C0360003 – Zoned B1 B2 – Owner: Brown Oil Properties LLC
 East – C0360005 – Zoned A1 – Owner: Marie Harrison, a/k/a Julia Marie Harrison
 East – C0360026 – Zoned A1 – Owner: Allen Douglas Harrison
 East – C0360027 – Zoned A1 – Owner: Allen D & Shelley F Harrison
 East – C0360028 – Zoned A1 – Owner: H T L Hwy 81 LLC
 West – N034A038 – Zoned R1 – Owner: Walter A Hernandez



Staff Comments/Concerns: Applicant plans to demo the existing house and buildings on 5005 Ozora Church Road/Highway 81 and construct a 2 story, 30 foot Self Storage Climate Controlled Facility with a solid, opaque fence or wall at least six feet in height. Applicant also plans to have one entrance off of Ozora Church Road.

History: No History

Comments and Recommendations from various Agencies:

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

Sheriffs' Department: No impact on the Sheriff's Department.

Water Authority: This area is served by an existing 6" water main along Ozora Church Road and Highway 81 (static pressure: 100 psi, Estimated fire flow available: 1,300 gpm @ 20 psi). **No system impacts anticipated.**

Fire Department: No comment received.

Fire Code Specialist: Shall comply with all current codes and ordinances set forth by NFPA, International Fire Code, and Walton County Ordinance. 26' fire access roads, fire hydrant within 500' of all points of building.

Board of Education: Will have no effect on the Walton County School System.

Development Inspector: No comment received.

DOT Comments: Will require coordination/inside DOT project. (They have already contacted DOT)

PC ACTION 10/06/2022:

- 1. LU22090002 – Character Area change from Suburban to Neighborhood Residential/Rezone – Z22080019 – Rezone 3.65 acres from A1 to B2 for self-storage climate controlled facility & Variances - Applicant: Monroe Self Storage LLC/ Owner: Judy D Cook -Property located on 5005 Ozora Church Rd at Hwy 81/Map/Parcel C0360004 – District 1.**

Presentation: Andrea Gray represented the case. Applicant would like to rezone property from A1 to B2 for a self-storage climate control facility with a variance to allow a 2-story facility and reduce the 50' buffer to 25' with the addition of a 6 ft. opaque fence as well as changing the land use from Suburban to Neighborhood Residential. Ms. Gray stated that this property is located toward the Gwinnett County side of Highway 81 and is across the street from a Dollar General and gas station. The property is at Highway

81 on Ozora Church Road. This area is moving toward commercial uses. This will be an upscale climate controlled facility. The building will have a brick façade that will be upscale to match the Dollar General and will be gated with an opaque fence abutting neighbors, which will help generate less noise. The building will be a 2-story, 30 ft. high structure and there will be a 25 ft. buffer. The entrance will be off Ozora Church Road and they got GDOT approval. GDOT will start the roundabout in 2024 and ½ acre will be shaved off this land for the roundabout. Ms. Gray also stated that studies show that a self-storage facility is normally visited 1 or 2 times a month with a facility this size only having approximately 10 vehicles a day, which is low traffic in comparison to a convenience store or Dollar General. The Rezone from A1 to B2 will be a low impact use and the variance of the 25 ft. is due to the layout of the lot. They are constrained due to GDOT taking some of the property for the roundabout. The land use change is to Neighborhood Residential.

Judy Cook, Landowner of the subject property spoke and stated that she has known Nathan Purvis since he was a little boy and he and his family are good and honest people and she feels comfortable with what he is doing. She feels that the storage facility will benefit the area. She stated so many people have moved in that were not there previously. She stated that she has been to the meetings and fought zonings here in the past but now feels that her property should be commercial. She loves her home but when you get older, you have to face things. She wants to sell to be closer to her children and grandchildren and she does not feel that this will be a problem for anybody. She stated that right now it is so congested that she cannot get out of her driveway. She stated that there were two wrecks there yesterday and one today.

Tim Hinton asked if there was GDOT documentation for the access being so close to the roundabout. Ms. Gray stated that GDOT is taking a ½ acre for the roundabout. Nathan Purvis stated that he has e-mail documentation. Tim Hinton verified that GDOT was consulted due to the close proximity to the proposed roundabout as the access would not be on Hwy 81 but rather on Ozora Church Road, which is a county road.

Brad Bettis asked would the entry to this self-storage be open at all hours and Ms. Gray stated that it would that it would be a keyed entry for access.

Speaking: Marie Harrison spoke and she lives next to the property proposed for this use and she has lived there for 50 years and she feels that this would be burdensome to the people that have lived in the vicinity for decades because it is rural atmosphere. There is a Dollar General and Store around there. She feels that the 30 ft. building would be a nuisance and hardship along with the extra bright lights that it would have. There would also be increase storm water and there would be no privacy with a building that height even with the 6 ft. fence. Security is also a concern with 24/7 access. There was a burglary and two dead bodies found in a storage facility in 2019. There is

a safety concern if this is allowed to be put there. The wildlife habitat will be disturbed if the trees are taken down – we need the trees and still need the 50 ft. buffer if this is approved. The change in the buffer and change in height is a major change. Tim Hinton asked Ms. Harrison if her home is fronting Highway 81 and Ms. Harrison stated she was.

Allen Harrison spoke. He lives across the street from this request. He stated that Judy Cook mentioned about traffic. He stated that today there was an accident at this property and the traffic was backed up for miles and miles. An accident happens on a daily basis and some comes in his yard all the time. He would like to see this request denied.

Jason Harrison spoke and he has lived in this area most of his life, he grew up there. He stated he does not understand why another storage unit needs to be built since there is another storage unit up the street that was recently approved. He stated that trailers pulling in and out would have an adverse effect on traffic. He stated that there was a stabbing at one of these places in Lawrenceville and he feels that these kind of facilities attract the wrong kind of people and they do not want this in their front yard.

Andrea Gray came back for rebuttal and stated that she is sympathetic with the people and change is difficult; change is hard. It is a busy intersection and as far as the traffic concerns the roundabout will eliminate these issues. Ms. Gray stated that the building would have a basement area due to the slope of the property so the 6 ft. privacy fence will provide a good screen. She stated this use would be better than another gas station. Tim Hinton asked if there would be security personnel on site and Ms. Gray stated that there would be management on site during the day for security but as far as at night she is not sure. Nathan Purvis stated that they will do whatever they need to but there are security cameras that will be monitoring 24/7.

Tim Hinton asked Allen Harrison if he has had any communication with the Applicant and he stated that he had not. Tim Hinton then asked Marie Harrison if she had and she stated that she had not.

Tim Hinton stated that there are concerns regarding the entrance of the facility being in close proximity to the roundabout at State Highway 81. This request would be changing the character area; and he is taking into consideration what the opposition says and what the applicant says. He would like the Applicant to get together with the neighbors to address their concerns.

Recommendation: Tim Hinton made a motion to table the case until next month to give the applicant and neighborhood a chance to meet with a second by John Pringle. The motion carried unanimously.

PC ACTION 11/03/2022:

1. LU22090002 – Character Area change from Suburban to Neighborhood Residential/Rezone – Z22080019 – Rezone 3.65 acres from A1 to B2 for self-storage climate controlled facility & Variances - Applicant: Monroe Self Storage LLC/
Owner: Judy D Cook -Property located on 5005 Ozora Church Rd at Hwy 81/Map/Parcel C0360004 – District 1.

Recommendation: Tim Hinton stated that the Applicant had sent a letter requesting that this case be tabled to the next Planning Commission Meeting on 12/1/2022 because they could not be here to represent the case. Josh Ferguson made a motion to table the case until next month with a second by Wesley Sisk. The motion carried unanimously.

PC ACTION 12/01/2022:

LU22090002 – Character Area change from Suburban to Neighborhood Residential/Rezone – Z22080019 – Rezone 3.65 acres from A1 to B2 for self-storage climate controlled facility & Variances - Applicant: Monroe Self Storage LLC/
Owner: Judy D Cook -Property located on 5005 Ozora Church Rd at Hwy 81/Map/Parcel C0360004 – District 1.

Presentation: Tim Hinton advised that since the Planning Commission heard from the applicant and the opposition at the last meeting on November 3, 2022 that the case is back before the Board only for a motion.

Speaking: No one

Josh Ferguson spoke and advised that he was not present for the public hearing on November 3, 2022 but he read the minutes and watched the recording of the proceedings. He also reviewed the correspondence between the applicant and the opposition. He stated the Walton County Comprehensive Plan, adopted in 2022, designates the subject site as within the Suburban Character area. The plan notes that this area can be classified as primarily residential and intended to accommodate the majority of the expected residential growth in the county. Identified appropriate land uses include Residential, Agriculture, Public, General Recreation, and Mixed Use, not Commercial. One of the arguments for the proposed development is the presence of the existing gas station and Dollar General, and because of those businesses, this site should be considered commercial. Mr. Ferguson advised he does not believe these developments provide an adequate comparison to the proposed development. Specifically: 1.) Standard buffer requirements were met when the neighboring commercial properties were

developed, whereas the applicant requests variance relief of the buffer requirement. 2.) Primary access and the majority of the site frontage of the Dollar General and gas station is located on Hwy 81 as opposed to the proposed development which has no access and virtually no site frontage on Hwy 81. 3.) The existing buildings were built as one-story commercial facilities that are more in line aesthetically with neighborhood serving businesses than the two-story facility proposed by the applicant. The current development patterns of the area are primarily residential and the proposed two-story storage development is not compatible in use or scale.

Recommendation: Josh Ferguson made a motion to deny with a second by John Pringle. The motion carried unanimously.

12/1/2022 Public Comment:

PUBLIC COMMENT – Judy Cook who owns the property at 5005 Ozora Church Road requested to speak. She said a lot of these people were not at the last meeting. She does not get it. She lives on a corner and she has fought commercial for 20 years and stopped a truck stop from being put there. She stated you cannot fight change. She sits on her front porch and sees all the commotion across the street and she cannot even get out of her driveway. The future roundabout is taking some of her property. She said she had someone to call her about buying her property for a truck stop because he has a trucking business. She feels like it is totally commercial and she has lived there a long time. She knows the Harrisons are fighting it. She just wants to sell and move to be with her family. She does not understand why she cannot do this.

Tim Hinton advised that he has thought about this case the last 3 weeks. He stated that he could almost say with certainty that what we have allowed from the Barrow County line up to Highway 20 that what has been approved had access off a highway and this retail site is in a more rural setting. It is a terrible intersection. He advised that this Board makes a recommendation and the decision is not binding until the Board of Commissioners votes on it.

Character Area Map Amendment

Application # LU 22090002

Planning Comm. Meeting Date 10-06-2022 at 6:00PM held at **WC Board of Comm. Meeting Room**
 Board of Comm. Meeting Date 11-01-2022 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 C0360004

Applicant Name/Address/Phone #

Monroe Self Storage, LLC
426 West Highland Ave Suite A
Monroe, Georgia 30655

Phone # 404-819-2520

E-mail Address: nathanepurvis@gmail.com

Property Owner Name/Address/Phone

Judy Cook
5005 Ozora Church Road
Loganville GA 30052
 (If more than one owner, attach Exhibit "A")

Phone # 678-725-6495

Location: 5005 Ozora Church Road, Loganville GA 30052 Acreage 3.65

Existing Character Area: Suburban

Proposed Character Area: Neighborhood Residential

Is this a Major or Minor amendment to the plan? Minor

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? No

Proposed Development: Single-family Multi-family Commercial Industrial

Proposed Zoning: B2 Number of Lots: _____ Minimum Lot Size: _____

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 9/1/2022

Fee Paid \$ 250.00

Rezone Application # Z22080019 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 10-6-2022 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**
Board of Comm Meeting Date 11-1-2022 at 6:00PM held at **WC Historical Court House**
You or your agent must be present at both meetings

Map/Parcel C0360004
Applicant Name/Address/Phone # Monroe Self Storage, LLC ^{Nathan Purvis} ~~John Powell~~
426 West Highland Ave Ste A ^{John}
Monroe, GA 30655
E-mail address: nathanepurvis@gmail.com
Phone # 404-819-2520
Location: 5005 Ozora Church Rd Hwy 81
Logansville, GA 30052 Requested Zoning B2 Acreage 3.65

Property Owner Name/Address/Phone
Judy D. Cook
5005 Ozora Church Road
Logansville, GA 30052
(If more than one owner, attach Exhibit "A") bsjuejue@yahoo.com
Phone # 678-725-6495

Existing Use of Property: residence

Existing Structures: single family home

The purpose of this rezone is To Allow for additional self storage climate controlled facility to serve the demand in community. We are requesting ability to add a second floor to produce economic return high enough to engage in projects

Property is serviced by the following:
Public Water: Provider: UCLWD 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 8/23/22 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 Surrounding Zoning: North R1 South A1/B1/B2
East A1 West A1
Comprehensive Land Use: Suburban **DRI Required?** Y _____ N
Commission District: 1-Bol Warren Watershed: Alcovy River W-A1 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: Monroe Self Storage, LLC

Address: 426 West Highland Ave, Suite A, Monroe GA 30655

Telephone: 404-819-2520

Location of Property: 5005 Ozora Church Road, Loganville GA 30052

Map/Parcel Number: C0360004

Current Zoning: A1 Requested Zoning: _____

[Handwritten Signature]
Property Owner Signature

Property Owner Signature

Print Name: Judy D Cook

Print Name: _____

Address: 5005 Ozora Church Rd
Loganville GA 30055

Address: _____

Phone #: 678-614-4476

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.

[Handwritten Signature]
Notary Public

8/26/2022
Date



Supplemental Responses to Application
and
Request for Building Height and Buffer Variances

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

- 1. Existing uses and zoning of nearby property;

The Subject Property is located at the busy intersection of Ozora Church Road and Highway 81 which is an ideal location for a low-traffic generating climate-controlled self-storage facility. There is a busy gas station across the street and a Dollar General next to the gas station. The gas station which is immediately to the west of the Subject Property is zoned B1, B2. The properties abutting the Subject Property to the north and east are zoned R1 and the property to the south is zoned A1.

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

The current A-1 zoning diminishes the property value in comparison to the uses allowed on immediately adjacent property. The area already has the feel of commercial activity if you consider the gas station, Dollar General and elevated activity. The single-family home as it sits is worth far less than if it is rezoned to B2 and is also out of character with the area.

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

There is a shortage of quality climate-controlled storage in the area. This will be quiet, hardly any traffic and new clean construction. As the population gets more dense and generally older, there is a need for clean climate-controlled storage. It will increase the value of the property itself and the properties in the area, and it will elevate the appearance of the intersection, especially when DOT adds the roundabout.

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

There is no hardship on the property owner, she is a willing participant and is getting more than the value of her single family home as compensation. If she does not sell to Monroe Self Storage, the next group in line is another gas station. They have offered more than we currently have offered. She prefers to sell to MSS out of consideration of her longtime neighbors.

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

This property is suitable for a B2 zoning because there is consistent with adjacent uses given that there is a gas station across the street and a Dollar General next to the gas station. There is already a feel of B2 at the busy intersection.

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 a single family home for many years. It is not vacant. This was considered to be “out in the country” when the owner first moved here. Population growth has caught up and the density is not what she prefers. There is more development coming to the area as the Atlanta suburbs continue to sprawl. It is no longer a desirable property for residential use.

B. Request for approval of two-story building

Applicant respectfully requests that its climate-controlled facility be approved as a two-story structure approximately 30-feet high to accommodate the site limitations which pose a hardship in developing the property. Pursuant to the Walton County Land Development Ordinance, Article 6 “Mini-Warehouses and Self-Storage Units”, a two-story facility may be approved by the board of commissioners. Here, the lot size is only 3.65 acres which is further encumbered by right-of-way improvements and impacted by a roundabout which GDOT plans to construct in the near future. GDOT will acquire 0.56 acres of the property for right-of-way associated with the roundabout. The two-story building will be a much more efficient use of the space, allow for enough units to make the business financially viable and provide a superior elevation view from the road. Allowance of these requests would not cause a detriment to the public good or impair the purposes and intent of the Walton County Development Ordinance. Strict application of the Ordinance would create an unnecessary hardship given the site limitations and given the language in the ordinance which contemplates approval of additional stories for self-storage facilities.

C. Buffer Variance Request- Opaque Fence

Applicant requests that it be permitted to use 25-foot transitional buffers. Applicant will construct an opaque fence at least 6 feet high along the transitional buffer areas. This will screen the majority of the building from adjoining properties and provide additional safety at the facility. Due to the small size of the lot, Applicant is unable to construct the proposed facility if 50-foot buffers are required. Requiring larger buffers, particularly given the upgraded fencing, would cause an unnecessary hardship on Applicant given the site limitations.

D. Request for change in character area

Applicant requests a change in the designated character area of Suburban to Neighborhood Residential to be consistent with the existing area including the developments across Ozora Church Road. The Neighborhood Residential Area allows for B2 zonings for commercial uses which support surrounding residential areas. The self-storage facility proposed would do just that. It is a low intensity use which draws little traffic, noise and provides a needed service to the local area. Self-storage is in high demand and the proposed facility constitutes a neighborhood-scale use ideally located within a large residential area. This use is also consistent with the gas station and Dollar General which are directly across the road from the property.



Andrea P. Gray LLC

Attorney at Law

September 1, 2022

Ms. Charna Parker
 Director
 Walton County Planning and Development
 303 S Hammond Drive
 Suite 98
 Monroe, GA 30655

Re: 5005 Ozora Church Road, Loganville GA
 Request to zone 3.65 acres from A1 to B2
 Transitional Buffer Variance with Opaque Fence
 Building Height Variance
 Change in Character Area

Dear Ms. Parker:

The Monroe Self Storage, LLC (“Applicant”) seeks to build a climate controlled, two-story self-storage facility on 3.65 acres at 5005 Ozora Church Road, Loganville, Georgia (the “Property”). The Property is well situated for this development given its location at the intersection of Hwy 81 and Ozora Church Road and close proximity to commercial development including a gas station and Dollar General. The Property is currently zoned A1 and borders B1 B2 property to its west (gas station) and A1 and R1 properties to its north, east and south. It is in the Suburban Character Area which Applicant is requesting be changed to Neighborhood Residential to be consistent with adjoining properties and the reality of transition in the area. The Georgia Department of Transportation will build a roundabout at the intersection of Hwy 81 and Ozora Church Road will directly impact the property, providing better access but also reducing its acreage.

Applicant requests to rezone the Property from A1 to B2 to accommodate its proposed facility. It also requests that the Board of Commissioners approve a two-story building with a height of approximately 30-feet. This accommodation is necessary given the site limitations. The Property is currently 3.65 acres, but GDOT has requested 0.56 acres in right of way to construct the roundabout. There is no room for horizontal expansion and thus Applicant requests an increase in height to build more units and receive a reasonable return on its investment. Additionally, Applicant requests that the transitional buffer be reduced to 25-feet for the same reasons. To mitigation for this reduction, Applicant will construct a 6-foot opaque fence around the transitional buffers to visually shield the adjoining properties and create added security for the facility.




300 E Church Street, Monroe, GA 30655
 (678) 364-2384 www.andreapgray.com

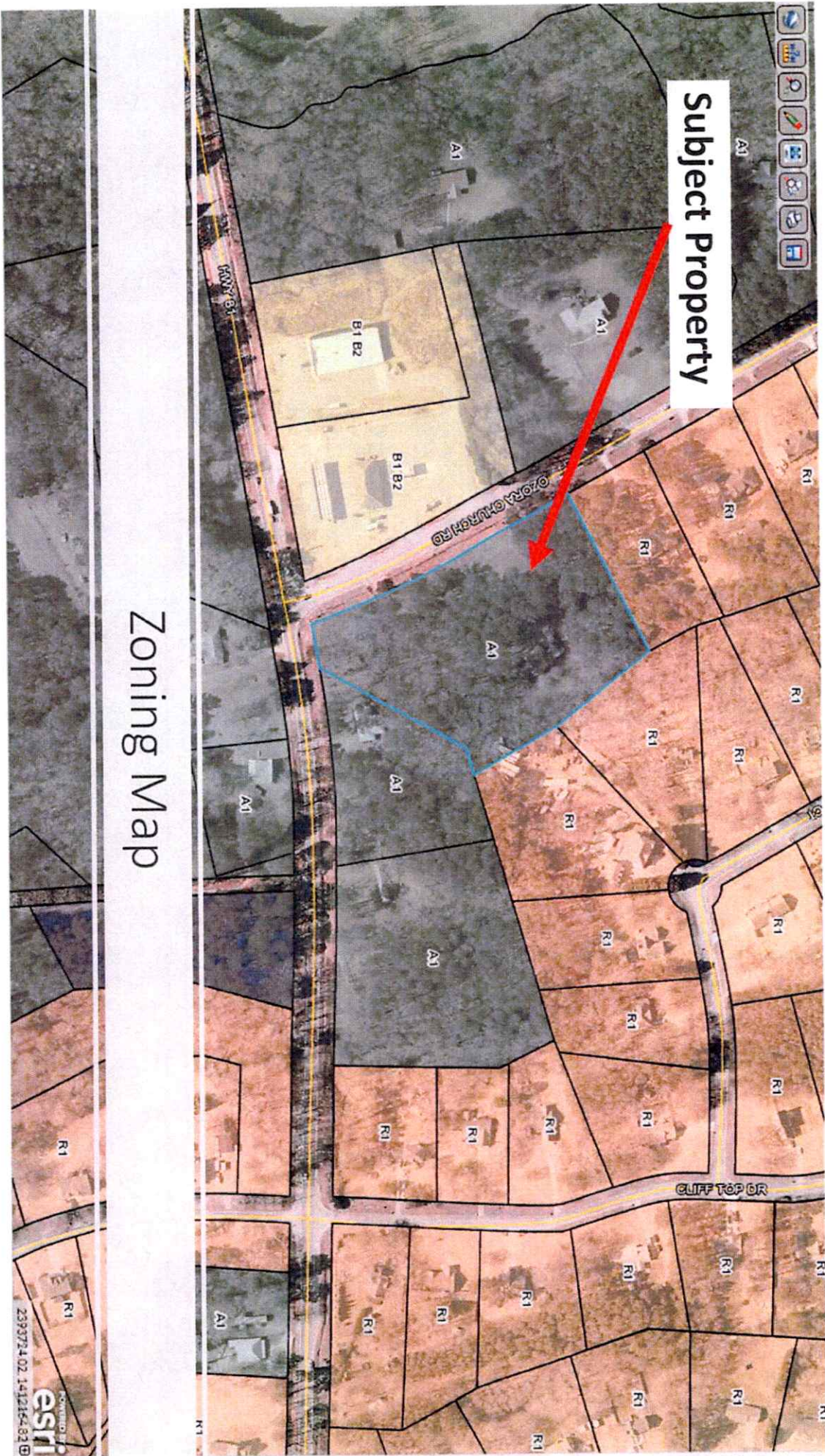
This facility will be an asset to the area given the high demand for climate-controlled storage and the low impact it will have as compared to other commercial uses which could seek to locate on the Property. Traffic generated from the facility will be very low compared to a gas station or other retail development. It is consistent with the Neighborhood Residential character area which promotes low-impact developments which provide needed services to nearby residents. Adequate safety measure will be in place including a gated entrance at each access point to outside entry units, opaque fencing and lighting. This area of the county is bustling with development and this use is consistent with the transition.

Applicant is an experienced self-storage facility developer and owner with a reputation for delivering a quality product which it intends to do at this location. This is a needed development in the community and the location is consistent with the transition of the area and existing commercial development.

Applicant respectfully requests: (1) that the 3.65-acres at 5005 Ozora Church Road be rezoned from A1 to B2 to allow for a climate-controlled self-storage facility consistent with the plans included herewith, (2) that the character area of the property be changed from Suburban to Neighborhood Residential, (3) a variance to allow for a two-story building, and (4) a variance to allow for 25-foot transitional buffers with an opaque fence. Please let me know if you have any questions.

Sincerely,

Andrea Gray
Applicant's Representative





Zoning Map

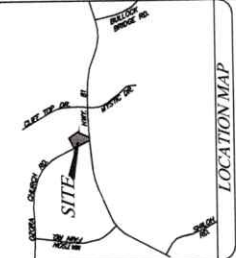


OZORA CHURCH SELF STORAGE

REZONE PLAN FOR WALTON COUNTY, GEORGIA

Sullins Engineering, LLC
 CIVIL ENGINEERS - LAND PLANNERS
 CONTACT: MATTHEW SULLINS
 302 WEST MAY STREET
 MONROE, GA 30666
 PHONE: (878) 837-8219

DATE	REVISION



OWNER:
 COOK LUDY D
 5005 OZORA ROAD
 LOGANVILLE, GA 30052

APPLICANT:
 NATHAN PURVIS
 426 WEST HIGHLAND AVE STE A
 MONROE, GA 30665
 PH: 404-819-2520
 nathanepurvis@gmail.com

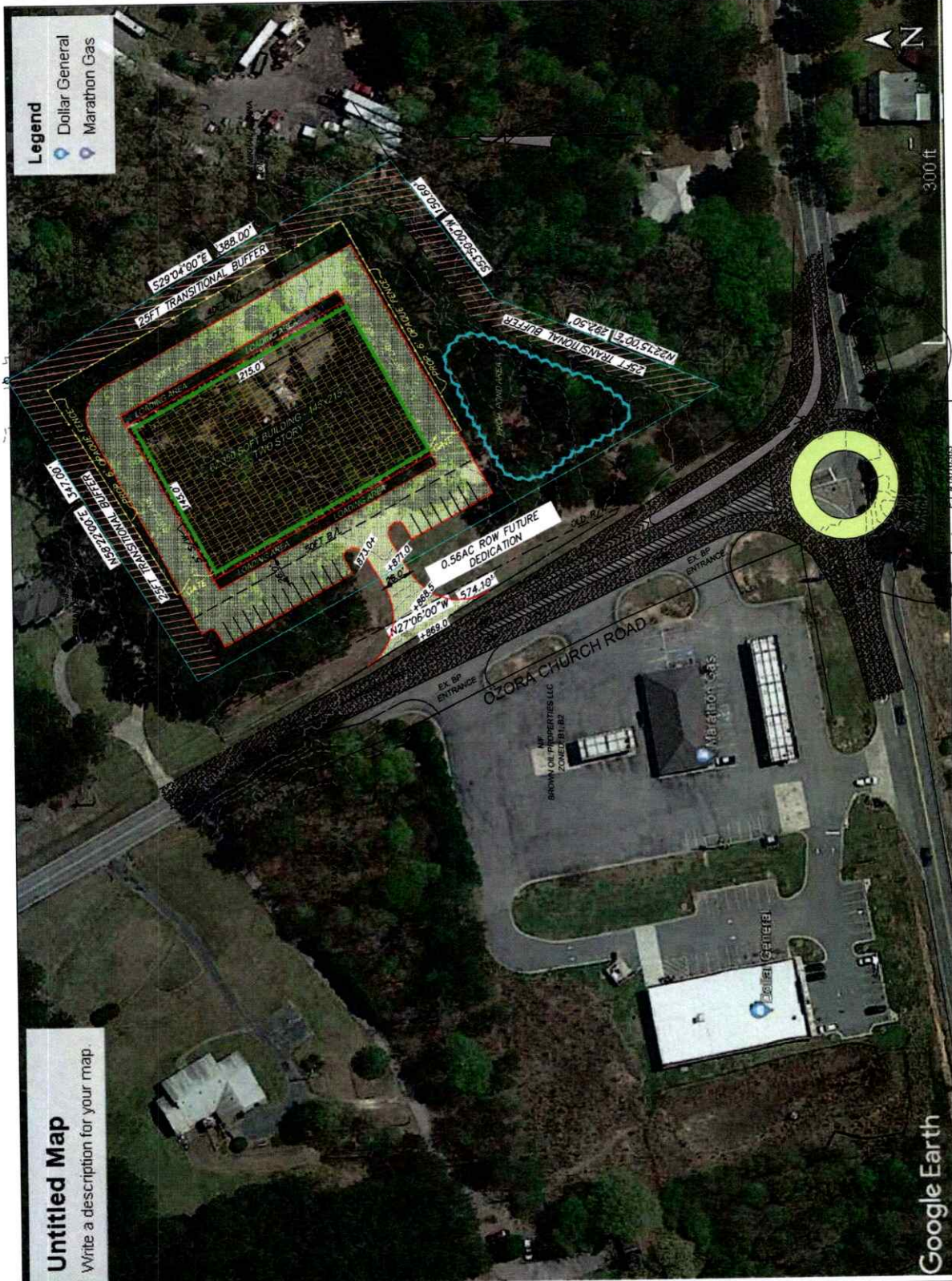
GENERAL NOTES
 - DOMESTIC WATER SUPPLY TO BE WALTON COUNTY
 - SANITARY SEWER TO BE INDIVIDUAL SEPTIC SYSTEMS
 - CURRENT ZONING: A1
 - TO BE REZONED: O1

BOUNDARY SURVEY
 - BOUNDARY REFERENCED FROM PLAT PREPARED BY
 - SOURCE OF DATUM IS MEAN SEA LEVEL

FLOOD NOTE:
 - FLOOD HAZARD AREA DOES NOT EXIST ON SITE AS PER
 - FIRM COMMUNITY PANEL NO. 13870302E DATED 10/30/016

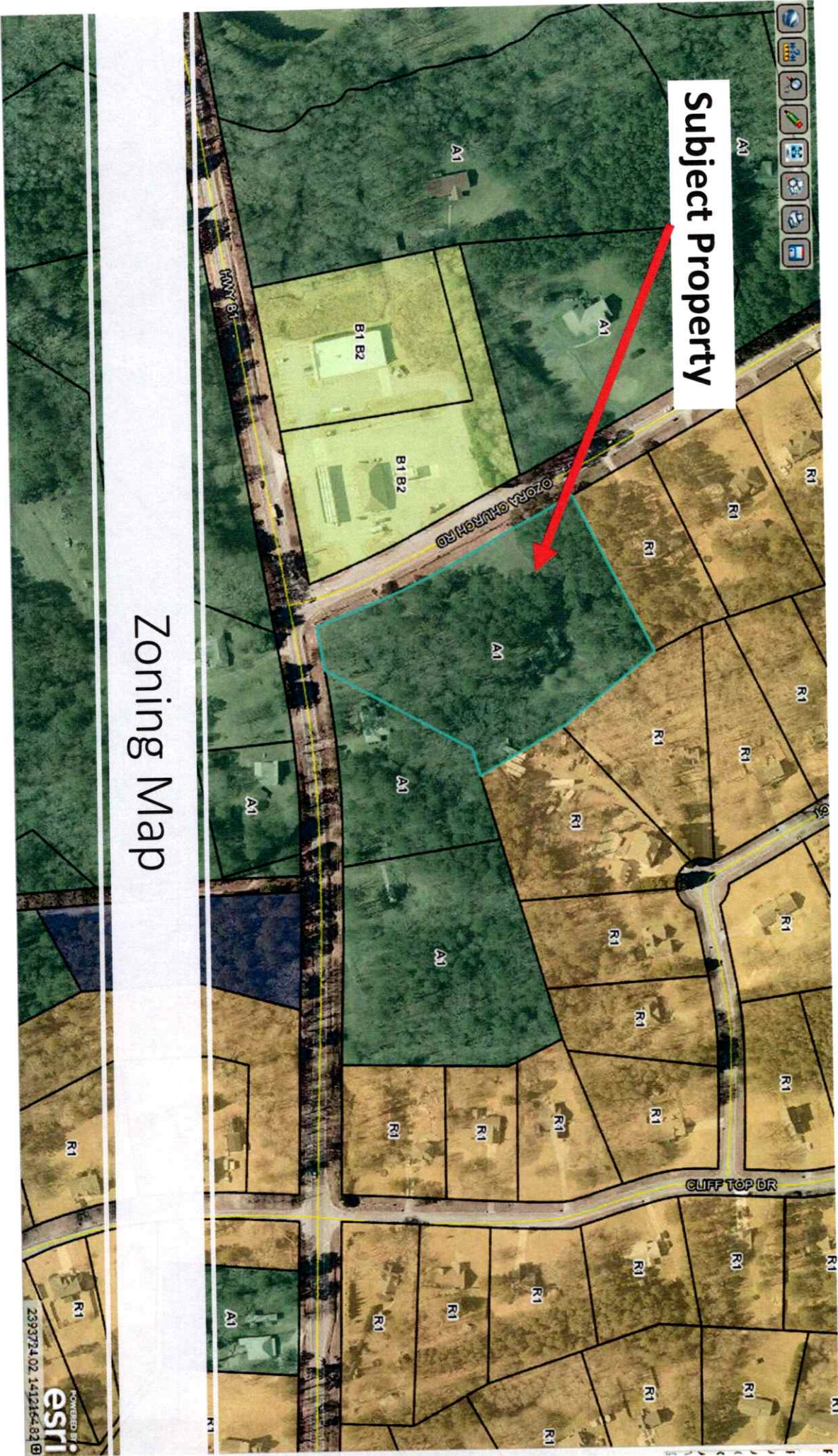
BUILDING SETBACKS R.L.:
 - FRONT: 50' FROM ROW OF ROADS
 - REAR: 40'

PARCEL - C0340004
 TOTAL AREA: 3.09 AC

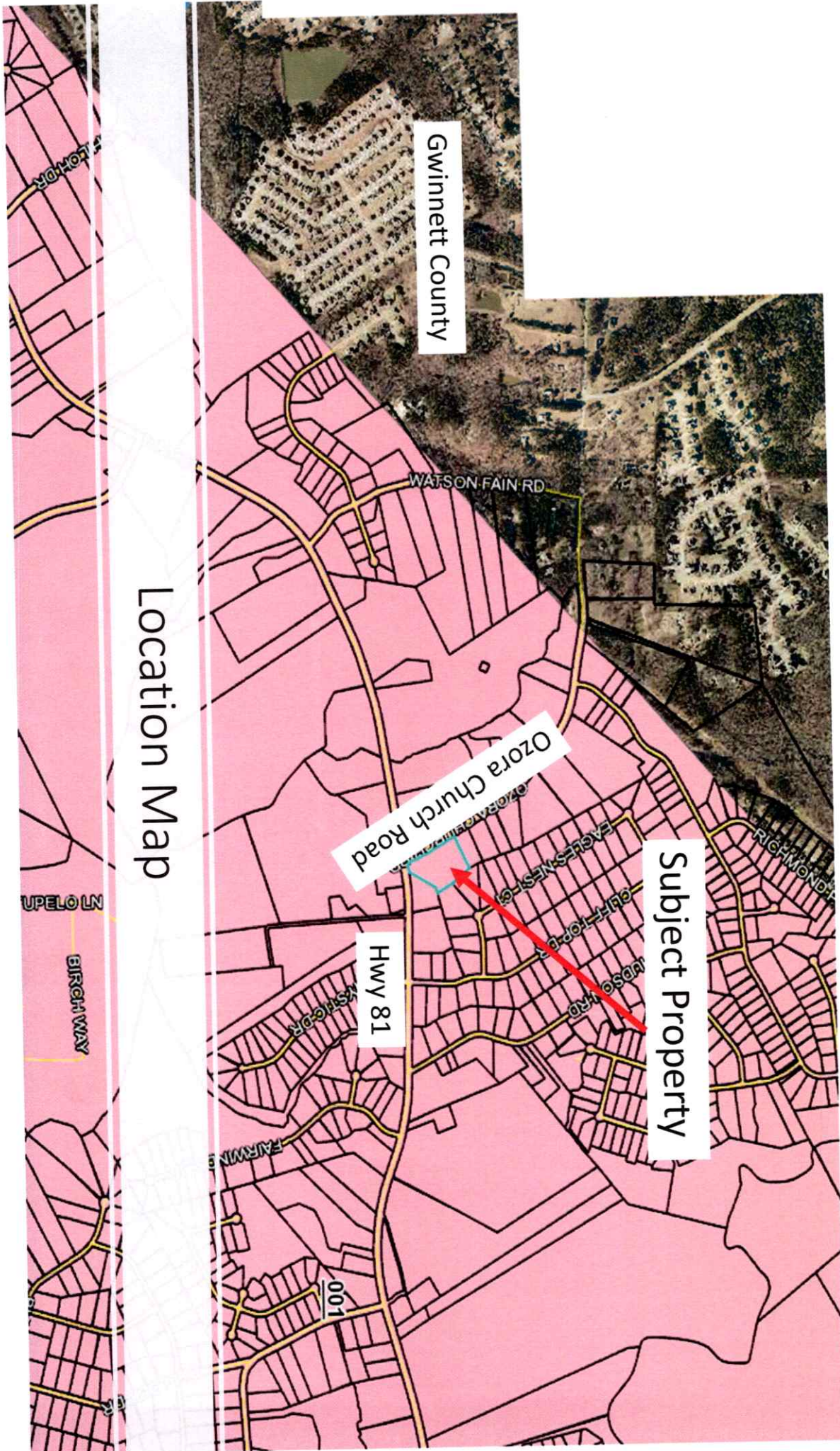


Untitled Map
 Write a description for your map.

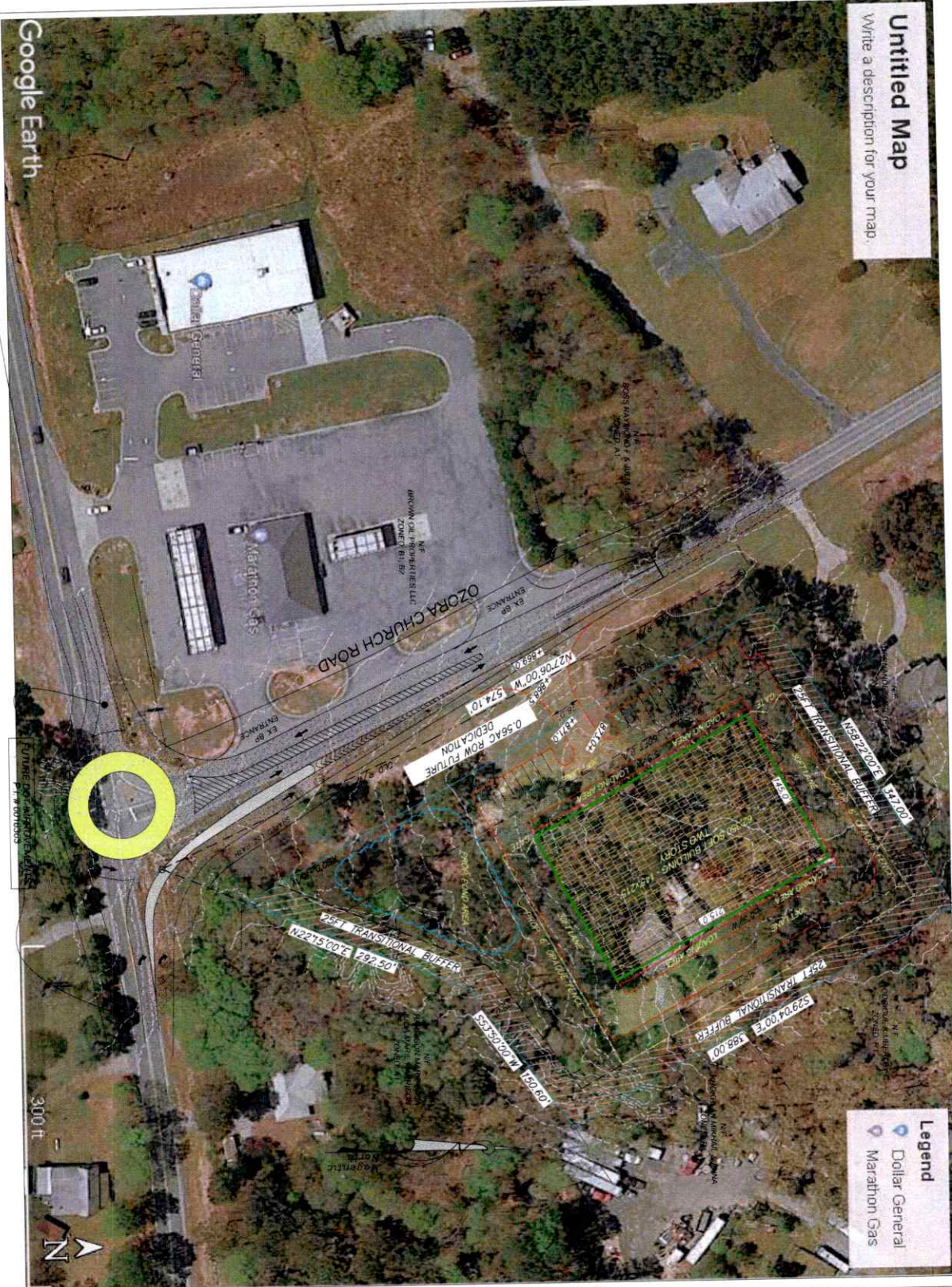
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Zoning Map



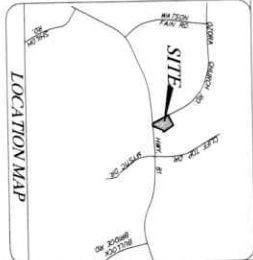
Untitled Map
Write a description for your map.



"NOT FOR RECORDING"

Legend

- Dollar General
- Marathon Gas



OWNER:
OZORA CHURCH
5005 OZORA ROAD
LOGANVILLE, GA 30052

APPLICANT:
NATHAN PURVIS
428 WEST HIGHLAND AVE STE A
MONROE, GA 30655
PH: 404-819-2520
nathpurvis@gmail.com

GENERAL NOTES:
1. THIS PLAN IS TO BE WALTON COUNTY SUBMITTED SEVERAL TO BE INDIVIDUAL SERVICE SYSTEMS - EQUIPMENT ZONING AT - TO BE REZONED AS ?

BOUNDARY SURVEY:
BOUNDARY HAS BEEN FINISHED FROM PLAT PREPARED BY S. R. FIELDS, DATED 11/2/27

EL ELEVATION:
FLOOD HAZARD AREA DOES NOT EXIST ON SITE AS PER 1:1 IN PLAT COMMUNITY PANEL NO. 12320000E, DATED 12/28/2016

PARCEL - CITYBLOCK
TOTAL AREA: 3.89 AC

CONCEPT PLAN
DATE: 10/20/2023
SHEET: 1

REZONE PLAN FOR
OZORA CHURCH SELF STORAGE
LOCATED IN
L.L. 257 - 58 DIST.
SMD, 1993
WALTON COUNTY, GEORGIA

Sullins Engineering, LLC
CONTACT: MATTHEW SULLINS
CIVIL ENGINEERS LAND PLANNERS

302 WEST MAY STREET
MONROE, GA 30655
PHONE: (678) 687-6219

DATE	REVISION



Planning and Development Department Case Information

Case Number: Z22100004

Meeting Dates: Planning Commission 11-03-2022 – Tabled to 12-01-2022
Board of Commissioners 01-10-2023

Current Zoning: A1

Request: Rezone 2.90 acres from A1 to B1 for a gas station & retail stores

Address: 6495 Highway 20/Rosebud Road

Map Number: C0020021

Site Area: 2.90 acres

Character Area: Village Center

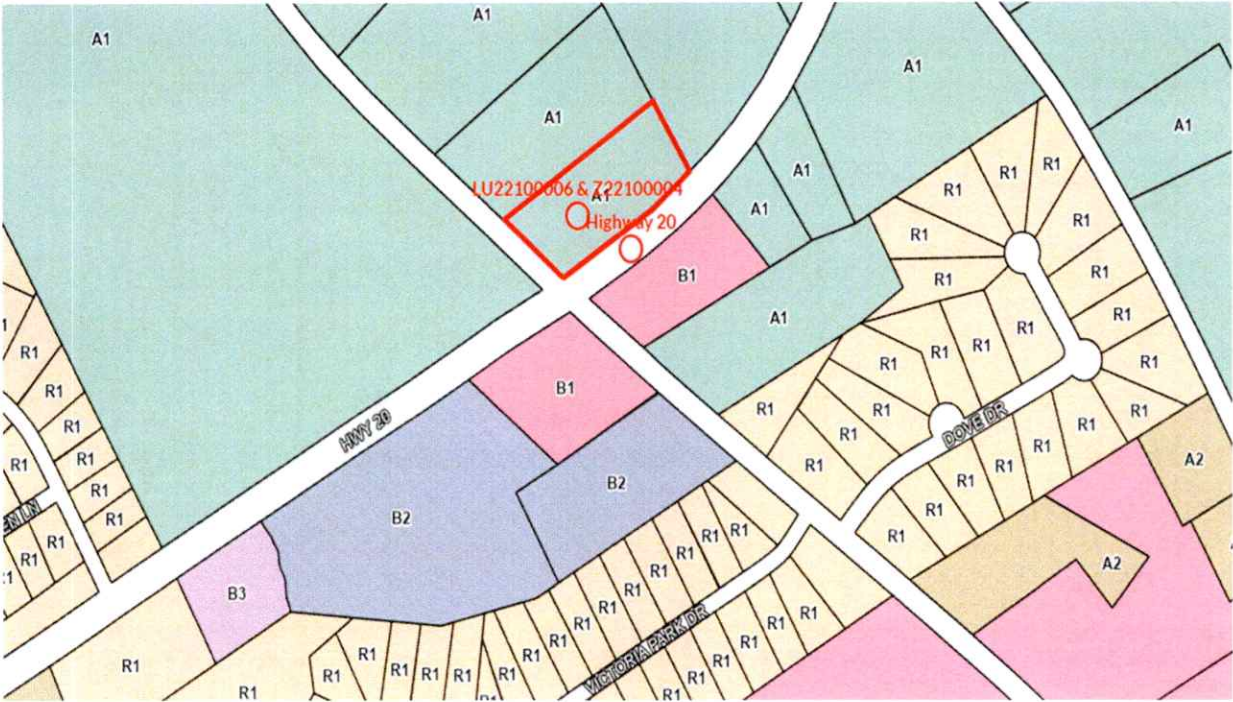
District 2: Commissioner – Mark Banks Planning Commission –Pete Myers

Applicant/Owner:
Georgia Investment Group LLC
3253 Bagley Passage
Duluth, Georgia 30097



Existing Site Conditions: This is a 2.90 acre property.

The surrounding properties are zoned A1 and B1.



Staff Comments/Concerns

History: No History

Comments and Recommendations from various Agencies:

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

11/11/2022 Comment: **Public Works Recommends the Site may need to Install a Centerturn Land and Proper Adequate A-cell and De-cell Tapers for safe Ingress/Egress to Proposed Location from Rosebud Rd.**

Sheriffs' Department: **Walton County Sheriff's Office regularly checks businesses on main corridors twice per shift. This addition will increase service demand.**

Water Authority: This area is currently served by a 6" water main along Highway 20 and Rosebud Road. (static pressure: 50 psi, Estimated fire flow available: 600 gpm @ 20 psi). No system impacts anticipated

Fire Department/Fire Marshall: Shall comply with all current codes and ordinances set forth by NFPA, International Fire Code, and Walton County Ordinances. 26' fire access roads, fire hydrant within 500' of all points of building.

Board of Education: Will have no effect on the Walton County School District.

Development Inspector: No comment received.

DOT Comments: Will require GDOT coordination (Believe they have already reached out.)

PC ACTION 11/3/2022:

1. **Land Use Change/Variance/Rezone – LU22100006 and Z22100004 – Land Use Change from Village Center to Highway Corridor; Rezone 2.90 acres from A1 to B3 for a gas station & retail space; Variance to reduce transitional buffer on north side from 50' to 5' for entrance– Applicant/Owner: Georiga Investment Group LLC -Property located on 6495 Hwy 20/Rosebud Rd-Map/Parcel C0020021 – District 2.**

Before the Applicant presented the case, Charna Parker as Director of Walton County Planning & Development, advised the Planning Commission that a convenience store and retail space is allowed in B1 and the Character Area would not have to change because B1 is allowed in Village Center. She also stated that an entrance in the transitional buffer is allowed by the code therefore the Variance is not needed but if the board so desires and the applicant agrees, they could request trees be planted along that entrance in the transitional buffer.

Presentation: Tip Huynh with Alcovy Consulting Engineering and Associates LLC represented the case. Tip stated that he is representing the owner and he went on to apologize about the zoning stating that it was a misunderstanding of his reading the Walton county Ordinance. They would like to rezone property from A1 to B1 and have an entrance on Rosebud and Hwy 20 if allowed by GDOT. Tip stated that they would be willing to landscape according to the need around the entrance.

Speaking: Lee Dennis states that he lives in Rockdale County about ¾ of a mile from the Walton County line. He shops at Publix, Kroger and Ingles all in Walton County.

He is a member of Corinth Christian Church. He has two children that live in Walton County. One has a business in Walton County and the other works at the Board of Education. He has worked 60 years as a mason and he is there to represent his daughter. He stated the Dollar General has a big area where you can turn a tractor-trailer around but at this proposed gas station when tractor-trailers are delivering gas where are they going to turn around. His daughter lives about 100 feet away from septic tank drain field and the storm water pond, which takes in three of the setbacks. He stated GDOT is going to widen Hwy 20 in this area and he asked them to call the Planning Commission because he talked to them about this proposal. The intersection improvements will be done but for Walton County to give them a permit to build a gas station, this will not work. There is no red light between Loganville and Highway 20. He does not feel they will get access. There have been many accidents at this intersection. He feels that this will be a health hazard to the environment with fumes from the gas and from the dumpster. He would like for the Board to table or deny it until we can find out something from GDOT.

Roy Richard Davis owns the 16.9 acres next door. He lived there for 40 years. Traffic is bad now, they can hardly get out of the driveway and they have animals. He has a grandson that lives there now and he has three young children. He stated that GDOT is already planning a roundabout and are going to take part of his right of way. He stated that it is not the time for a gas station to go there and wait until they put the roundabout in. He would like to Board to Table or deny it at this time. He stated that later on when they widen the highway things will change.

Joannie Yancey Maughon spoke and stated that she lives at Windermere Drive and there are 197 houses in Hidden Creek. There are no turn signals there and there have been accidents at Dollar General. She stated that when the Dollar General was put in that they were promised that the store would be taken care of. She stated that the Dollar General looks awful. She said there is a gas station across the highway and one ¼ mile down the road.

Tip Huynh came back for rebuttal and stated that he is very familiar with Corinth Christian Church. They would like to do the right thing and if GDOT wants them to do a left turn lane, they will do whatever for the GDOT. He said he will reach out to GDOT before the Board of Commissioners Meeting. He went on to state that the dumpster is more than 100 ft. from Roy Davis. He went on to state that the layout is better than the Dollar General Store. He stated that they would work with GDOT on the driveway. As far as the Detention Pond location, this is conceptual and there is room to maneuver around. He stated what is so good right now is you can move things around and get it designed appropriately. He knows that residents do not like commercial but commercial is there.

Tim Hinton asked Tip if any opposition has reached out and Tip said that there was one woman that called and he explained to her what their proposal was. Timothy Kemp asked had he reached out to the community, and why put the convenience store there. He wanted to know if there was a need for a gas station there.

Nahidul Khan is the owner and spoke and stated that the reason is that he knows that there about 90,000 people in the community and it will continue to grow in another 10 to 12 years. He stated that Rivian is coming and will bring in about 17 billion dollars. Think about the population growth. He stated that in the year 2027 there would be many people and many businesses. Economy is there to develop the property.

Timothy Kemp brought up about everything going green instead of fuel and this goes back to 1998.

Tip stated that they would have both – charging station and gas.

Mr. Khan stated that it is favorable for some areas for conventional cars and EV cars. In California, many automobile manufacturers are making EV cars. He stated that Rivian is going into that market. He stated that here in the South it may be another 30 years before everything goes EV.

Timothy Kemp stated that he does not think gas will go away.

Tip stated that the plan shows four charging stations and they have room for nine more if expansion is needed.

Tim Hinton stated that the State DOT is over any State Highway and that will outweigh anything. The job of this Board is to see if what is being asked for in regard to zoning is suitable for the property and that they cannot do anything about traffic. Mr. Hinton stated that he would strongly recommend having a community meeting. If the case is tabled then when they come back for the Planning Commission Meeting in December there will be no discussion from applicant or people against this – It will be just for the Board to make a recommendation.

Recommendation: Pete Myers made a motion to table the case until the next Planning Commission Meeting in December to give time for the community meeting to take place with a second by John Pringle. The motion carried unanimously.

PC ACTION 12/1/2022:

1. **Rezone - Z22100004 – Rezone 2.90 acres from A1 to B1 for a gas station & retail space– Applicant/Owner: Georiga Investment Group LLC -Property located on 6495 Hwy 20/Rosebud Rd-Map/Parcel C0020021 – District 2.**

Presentation: Tim Hinton advised that since the Planning Commission heard from the applicant and the opposition at the last meeting on November 3, 2022 and also received correspondence from Thiep Huynh with Alcovy Consulting Engineering that the case is back only for a recommendation.

Speaking: No one

Recommendation: Brad Bettis made a motion to approve with the following conditions: Add additional trees in buffer on the north and west side and the number and species to be determined by Walton County Planning & Development with a second by Timothy Kemp. The motion carried unanimously.

Rezone Application # 222100004

Planning Comm. Meeting Date 11-3-2022 at 6:00PM held at WC ^{Historical Courthouse} Board of Comm. Meeting Room.
 Board of Comm Meeting Date 12-6-2022 at 6:00PM held at WC Historical Court House
 You or your agent must be present at both meetings

Map/Parcel C0020021

Applicant Name/Address/Phone #
Georgia Investment Group LLC
GA INVESTMENT GROUP, LLC.
3253 Bagley Passage
Duluth, GA 30097

Property Owner Name/Address/Phone
GA INVESTMENT GROUP, LLC.
3253 Bagley Passage
Duluth, GA 30097
 (If more than one owner, attach Exhibit "A")

Phone # (770) 313-3755

Phone # (770) 313-3755

Location: 6495 Hwy 20 Loganville, GA 30052. Requested Zoning B-3 Acreage 2.90

Existing Use of Property: Residential Dwelling.

Existing Structures: Ex. house to be removed.

The purpose of this rezone is Requesting a change of zoning from A-1 to B-3 to allow for construction of a gas station and retail spaces.

Property is serviced by:

Public Water: X 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.

Nahidul Kher 10/04/2022 \$ 450.00
 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 B1
 East A1 West A1

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

Commission District: 2-Banks Watershed: Big Haynes-Walton W-P1

I hereby withdraw the above application _____ Date _____

PROJECT: 2.90 ACRES AT 6495 Hwy. 20 Loganville, GA 30052

ANALYSIS OF ZONING MAP AMENDMENT IMPACT

1. The existing uses and zoning of nearby property.

The existing uses of nearby property are General Business District (B-1, B-2 and B-3) to the South and southwest and A1 to the east, north and west of the subject property.

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

The owner cannot develop their land in a similar fashion as nearby properties which are currently zoned B1, B2, and B3.

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 land use change represents a fair balance. This area is emerging as a commercial/light industrial district, with surrounding tracts are already zoned B1, B2, B3, M1 and M2.

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 with the B3 zoning standard, which will create additional jobs, promote growth of this region, and better meet the demand for commercial services of this region. The property cannot reasonably be used as a rural estate due to increasing land prices. The property also doesn't have a reasonable economic use in comparison to nearby property that is zoned B-1, B-2, B3, M-1 and M2.

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

The proposed zoning is consistent with the trend of nearby property. If approved, this property will be used as gas station with retail and restaurant like the property directly southwest of the subject property.

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 being used as farm since 1963.

TO: Walton County Planning and Development
303 S Hammond Drive
Suite 98
Monroe, Georgia 30655

September 30, 2022

SUBJECT: Letter of Intent, 6495 Hwy 20 Loganville, GA 30052

To Whom It May Concern,

A change of existing zoning of A1 is requested for the subject property located at 6495 Hwy 20 Loganville, GA 30052. – Parcel number C0020002100 to B-3 to allow for the construction of a gas station and retail shops.

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 client's proposed business.

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

Sincerely,



Thiep Huynh
Consultant

A.C.E.
 ALCONY CONSULTING ENGINEERS, LLC
 1000 W. BROADWAY, SUITE 100
 WILMINGTON, DE 19801
 TEL: 302.438.1100
 FAX: 302.438.1101
 www.alcony.com



VARIANCE REQUEST

PROPOSED HWY 20 FOOD MART

PARCEL: 00020021
 LAND LOT: 278
 DISTRICT: 4TH
 6485 HWY 20
 WALTON COUNTY, GA

DATE: 10/1/2022
 SCALE: 1"=20'

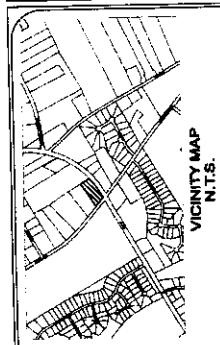
OWNER
 CHESTERMAN R. DENNIS &
 JAMES E. DENNIS, JR.
 144 W. GUNNERS CREEK RD
 MONROE, GA 30666

DEVELOPER/PRIMARY PERMITTEE
 GA INVESTMENT GROUP, LLC
 2000 BARLEY PASSAGE
 MARIETTA, GA 30067

24 HOUR EMERGENCY CONTACT
 770.426.1111 (Toll Free)
 www.gainvestgroup.com

NO.	DATE	DESCRIPTION

JOB NO. 22-087
 VR



VARIANCE REQUEST TO ALLOW FOR THE REDUCTION OF EXISTING 50' TRANSITIONAL BUFFER ALONG THE NORTH PROPERTY LINE TO 5' AS SHOWN ON THIS SITE PLAN.

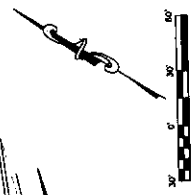
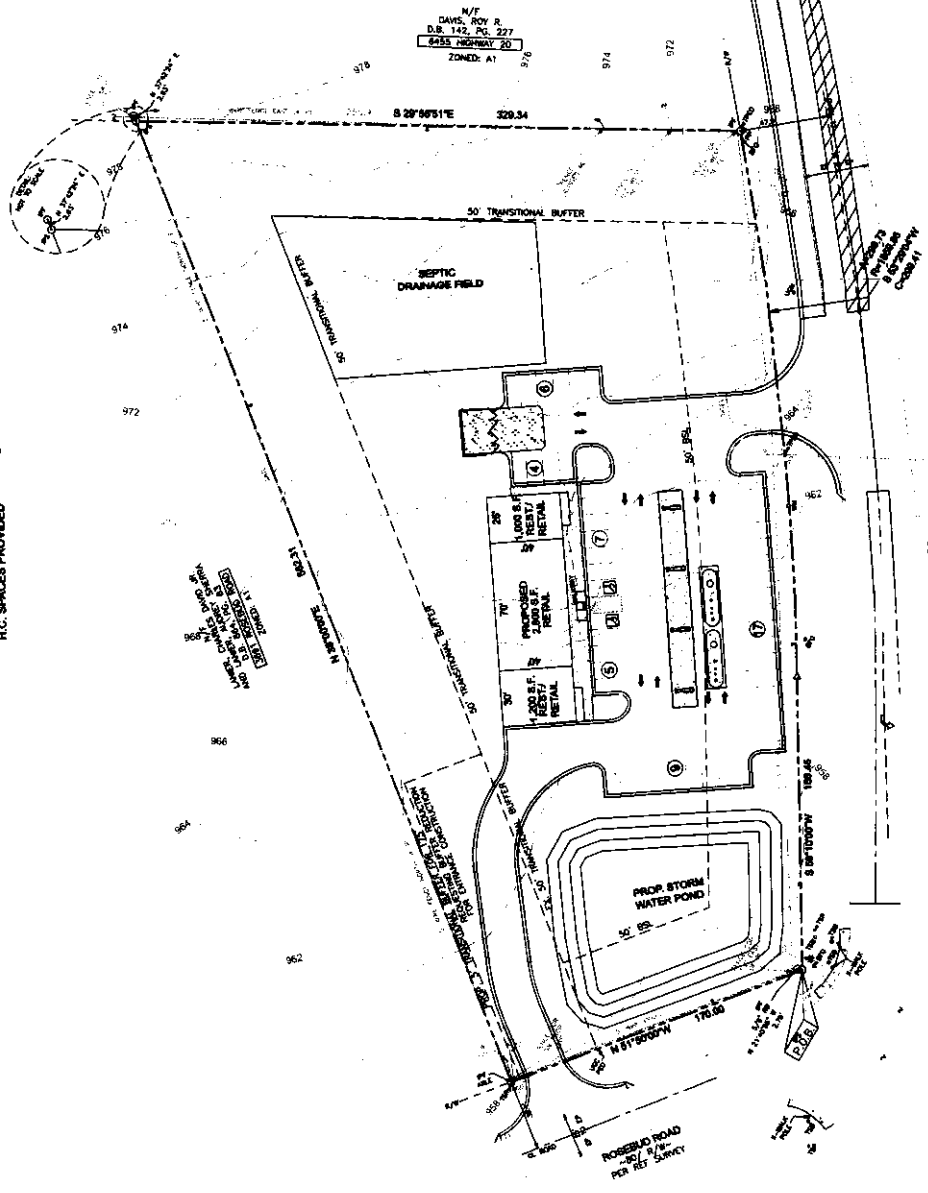
- NOTES:**
- BOUNDARY SURVEY INFORMATION TAKEN FROM A SURVEY BY ADAM AND LEE LAND SURVEYING DATED 04-14-21.
 - THERE ARE NO SWM WETLANDS ON THE SITE.
 - EXISTING TEMPORARY OF BIG HAWKES CREEK IS LOCATED APPROXIMATELY 3,507 FT. WEST OF THE SITE.
 - NO PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 131500008E DATED DEC. 8, 2016.
 - THERE ARE NO PEDESTRIAN OR BICYCLE PROPOSED WATER.
 - THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER.
 - THE PROJECT WILL BE SERVED BY SEPTIC SYSTEM.

TYPE	AREA (S.F.)	SPACES
TOTAL WITH PARKING	5,000 S.F.	21 SPACES
TOTAL RESTAURANT/RETAIL	2,800 S.F.	11 SPACES
TOTAL RESTAURANT/RETAIL	2,800 S.F.	33 SPACES
TOTAL AREA	2.2 AC.	2 SPACES

SITE ANALYSIS

TOTAL BUILDING	5,000 S.F.	21 SPACES
1 STORY	2,800 S.F.	11 SPACES
RESTAURANT	2,800 S.F.	33 SPACES
RETAIL	2,800 S.F.	2 SPACES
TOTAL AREA	2.2 AC.	2 SPACES

"NOT FOR FINAL RECORDING"
TOTAL AREA = 2.90 ACRES



GEORGIA811
 www.Georgia811.com

GA HIGHWAY 20
 PER REF SURVEY

Convenience Store with Gasoline Station (8)

- A. The use shall not exceed a gross leasable floor space of 5,000 square feet.
- B. The place of business shall not be within one hundred (100) yards of any school building, school grounds, or college campus or within one hundred (100) yards of an alcoholic treatment center owned and operated by this state or any county or municipal government therein. *Distances herein shall be measured along a straight line, which describes the shortest distance from the main customer entrance to the main entrance of the entrance of the establishments as listed above. (2-2-10)
- C. A gasoline service station/convenience store shall have a minimum frontage on the primary street of one hundred twenty (120) feet and a minimum lot area of twenty-five thousand five hundred (25,500) square feet. Canopies and gasoline pump islands shall be set back fifteen (15) feet from all right-of-way lines.
- D. Vehicular entrances or exists at a gasoline service station:
1. Shall contain an access width along the edge of the pavement of not more than forty (40) feet as measured parallel to the street at its narrowest point and shall not be located closer than ten feet to the adjoining property.
 2. Shall not have any two driveways any closer than twenty (20) feet at both the right-of-way line and the edge of the pavement along a single street.
- E. A Conditional Use Permit is required if three or more diesel fuel pumps are provided for a convenience store/ gasoline service station in the B2 or B3 zoning district. A convenience store/ gasoline service station with 3 or more diesel pumps shall be a use by right in the M1 and M2 zoning districts.
- F. Other Site Improvements. In addition to the above requirements, the following additional site improvements shall be adhered to:
1. A solid fence or wall six (6) feet in height shall be erected along the property lines which abut residential property.
 2. Exterior lighting with cut-off luminaries are required so that light it is directed away from adjacent properties.
- G. All flammable products shall be stored in compliance with State EPD regulations.



Planning and Development Department Case Information

Case Number: CU22110002

Meeting Dates: Planning Commission 12-01-2022
Board of Commissioners 01-10-2023

Current Zoning: A1

Request: Conditional Use for an event facility and a Variance to request event facility not located on an arterial or collector road as required by the Walton County Ordinance.

Address: 390 Nunnally Farm Road

Map Number: C0770002A00

Site Area: 6.57 acres

Character Area: Suburban

District 5: Commissioner – Jeremy Adams Planning Commission – Tim Hinton

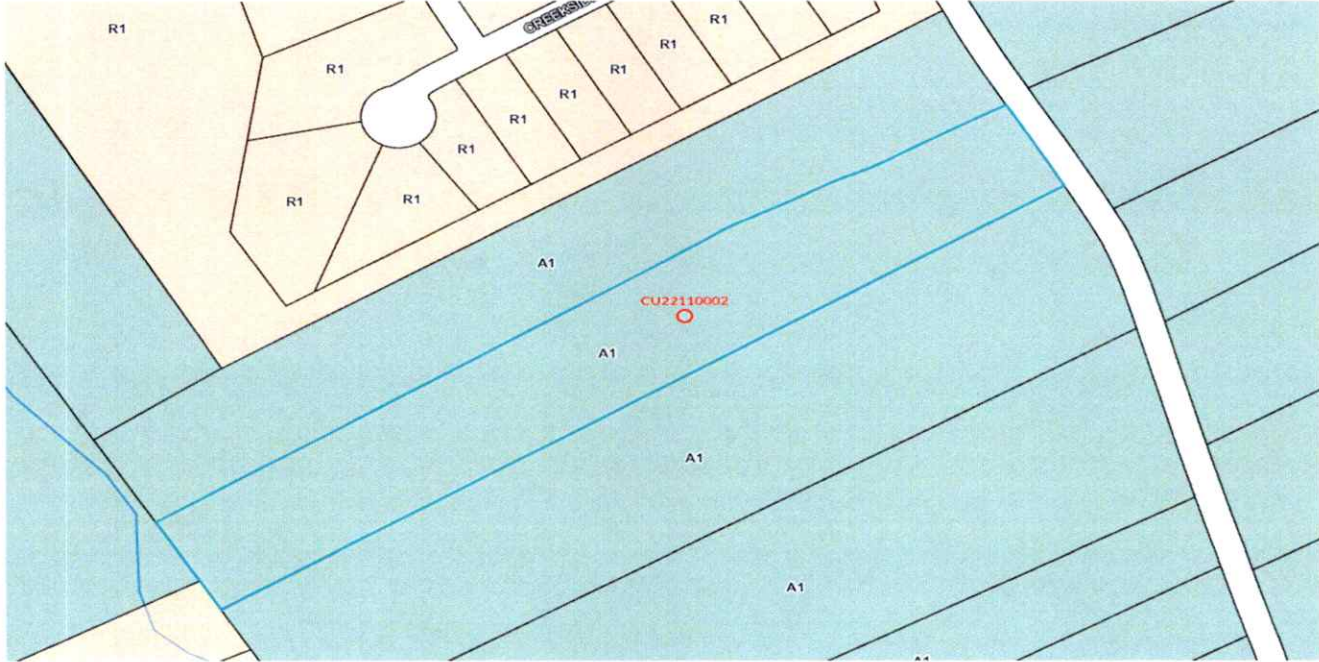
Applicant:
Grace M. Tillman
Attorney At Law
327 Dahlongea Street, Suite 401
Cumming, Georgia 30040

Owner:
Michel Jeannot
390 Nunnally Farm Road
Monroe, Georgia 30655



Existing Site Conditions: Property consists of 6.57 acres and contains a house, pool.

The surrounding properties are zoned A1 and R1.



Staff Comments/Concerns

Outdoor Recreation Facilities (Private) (18)
1-7-2020

Outdoor Recreation Facilities are allowed by conditional use in the A, A1, A2, R1, R2 R3, MHP, and by right in the B1, B2, B3, TC and MUBP zoning. The uses allowed include wedding venues, event venues, fishing lakes, swimming pools, and golf courses or driving ranges, or other recreational developments. A detailed site plan must be approved by the Department.

- A. Only accessory services and parking related exclusively to the recreational operations shall be allowed.
- B. Total floor area of all buildings shall be a maximum of 5,000 square feet. The building[s] shall be located at least 50 feet from all residentially zoned property.
- C. The site shall be at least two (2) acres in size.
- D. The site must have direct access to a collector or arterial road.
- E. All activities shall take place at least 50 feet from any property line adjacent to a residential zone or use.
- F. Outdoor activity areas shall be sufficiently screened and insulated so as to protect adjacent property from noise and other disturbances.
- G. No outdoor storage shall be allowed.

H. The outdoor use of the site adjacent to residentially zoned property after 10:00 p.m. shall be prohibited with the exception of special holidays as determined by the Planning and Development director.

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works recommends a commercial driveway for safe ingress/egress at location.

Sheriffs' Department: No comment received for the 12/1/2022 Planning Commission Meeting. However, the Sheriff's Department provided comments on 12/7/2022: Normally this would not impact the Walton County Sheriff's Department, however this is rural congested area where depending on the number of guests/vehicle traffic on Nunnally Farm Rd. could adversely affect the area.

Water Authority: This area is currently served by an 8" water main along Nunnally Farm Road. (static pressure: 110 psi, Estimated fire flow available: 2,500 gpm @ 20 psi). No system impacts anticipated.

Fire Department/Fire Marshall: Shall comply with all current codes and ordinances set forth by NFPA, International Fire Code, and Walton County Ordinance. Fire Dept. access road shall be provided to event center, Dead end turnaround shall be provided to comply with 2018 International Fire Code Appendix D for this information, and Fire Hydrant within 500' will be required for commercial buildings.

Board of Education: Will have no effect on the Walton County School District.

Development Inspector: No comment received.

DOT Comments: Grace Tillman would not need to coordinate with the Department.

PC ACTION 12/1/2022:

- 1. Conditional Use & Variance CU22110002 – Event Facility and Variance to request event facility not located on an arterial or collector road as required – Applicant: Grace M. Tillman/Owner: Michel Jeannot -Property located on 390 Nunnally Farm Rd-Map/Parcel C0770002A00 – District 5.**

Presentation: Tim Hinton advised that the Applicant has requested that this case be withdrawn from the agenda.

Speaking: No one

Recommendation: Tim Hinton made a motion to accept the request for a withdrawal with a second by Josh Ferguson. The motion carried unanimously.

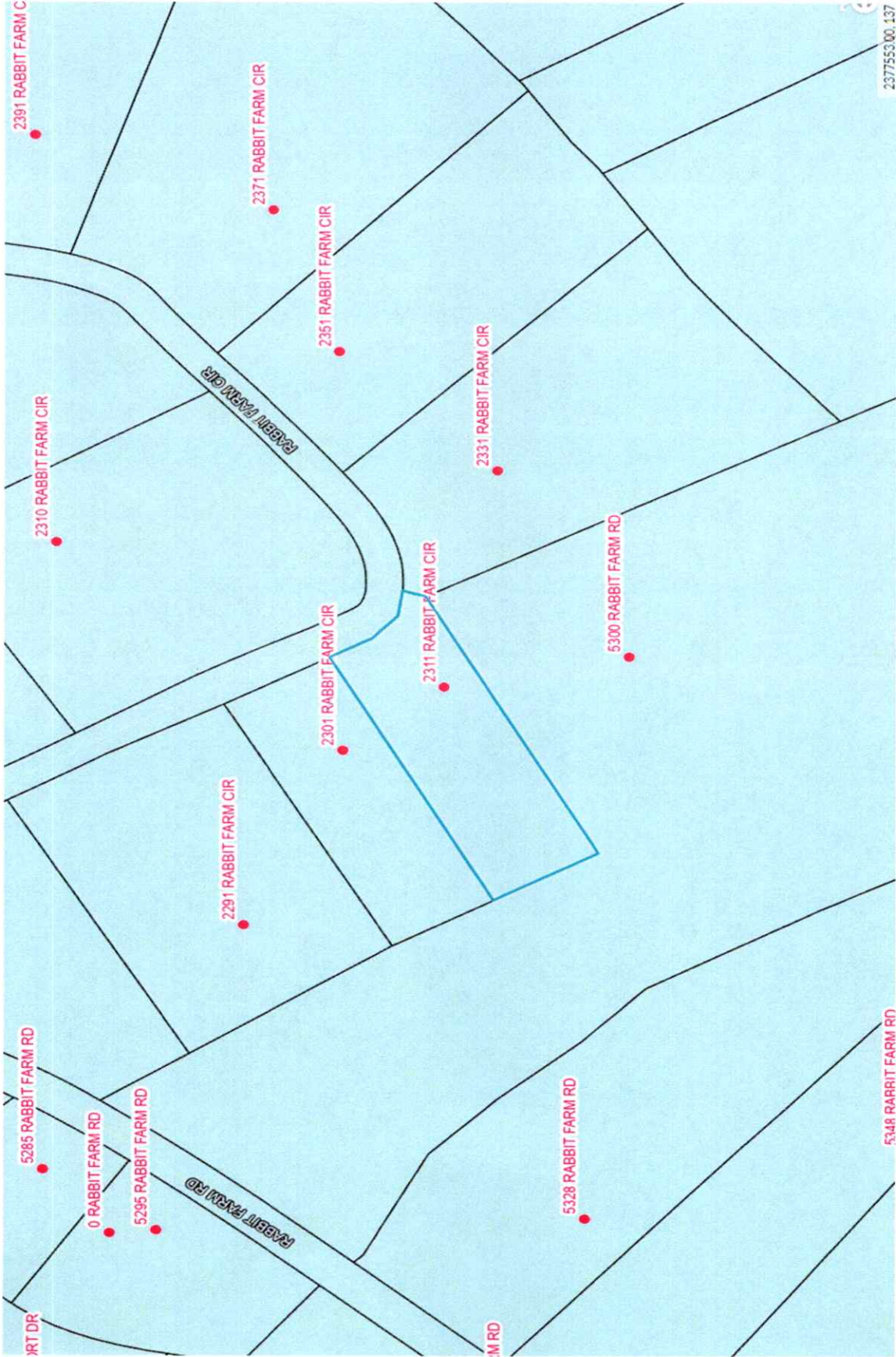
V22120003 – 2311 Rabbit Farm Circle



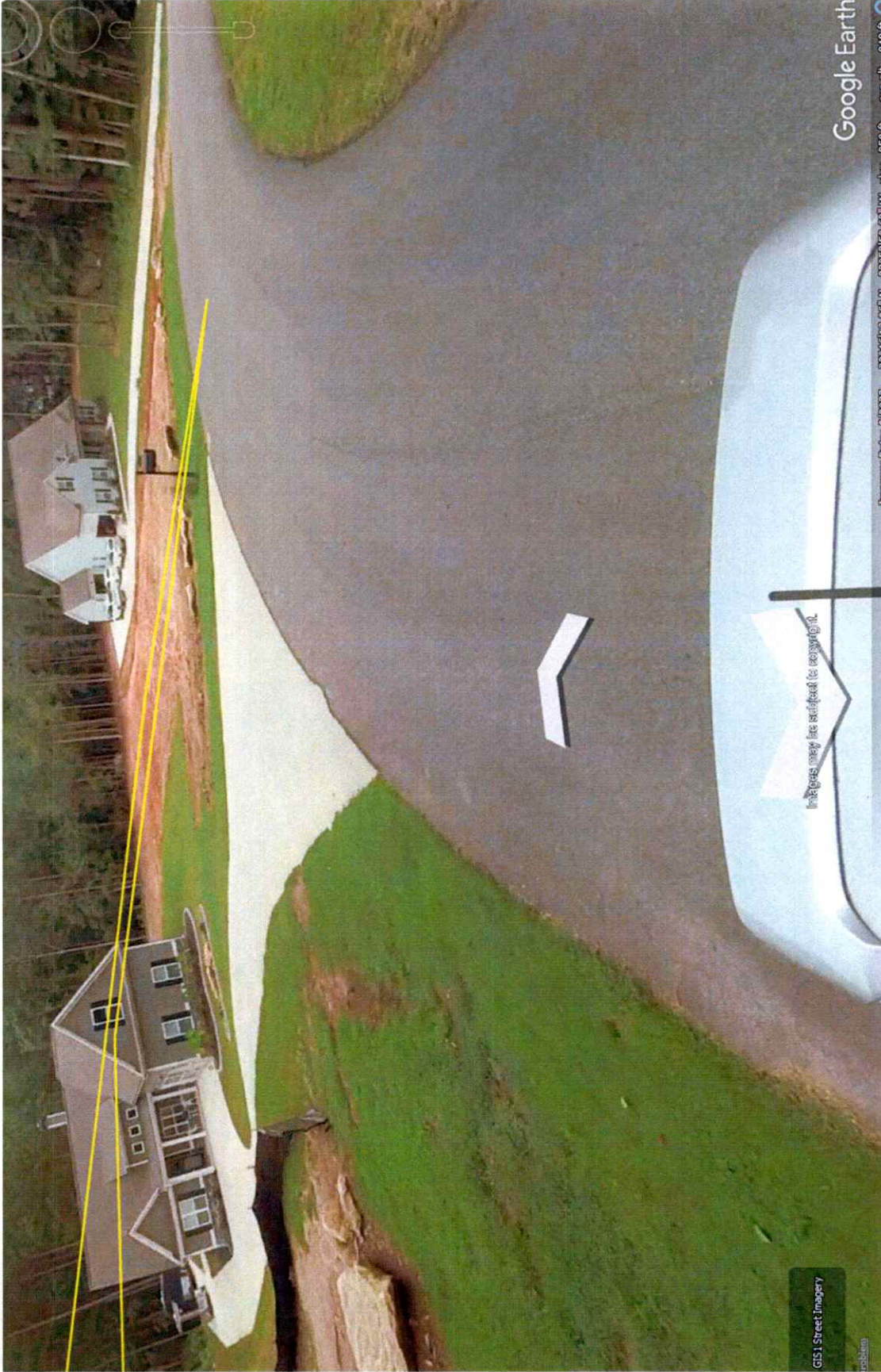
V22120003 – 2311 Rabbit Farm Circle



V22120003 – 2311 Rabbit Farm Circle



V22120003 – 2311 Rabbit Farm Circle



Conditional Use Application # CU 22/1002

Planning Comm. Meeting Date 12-1-22 at 6:00PM held at **WC Board of Comm. Meeting Room**
Board of Comm Meeting Date 1-10-23 at 6:00PM held at **WC Historical Court House**
You or a representative must be present at both meetings

Please Type or Print Legibly

Map/Parcel C0770002A00

Applicant Name/Address/Phone #	Property Owner Name/Address/Phone
<u>Grace M. Tillman</u>	<u>Michel Jeannot</u>
<u>Oberman Law Firm</u>	<u>390 Nunnally Farm Road</u>
<u>327 Dahlonga Street, Suite 401</u>	<u>Monroe, GA 30655</u>
<u>Cumming, GA 30040</u>	<small>(If more than one owner, attach Exhibit "A")</small>
Phone # <u>770-886-2400</u>	Phone # <u>917-482-0819</u>
Location <u>390 Nunnally Farm Road</u>	Present Zoning <u>A1</u> Acreage <u>6.57</u>
Existing Use of Property: <u>Residential</u>	
Existing Structures: <u>Single Family Home</u>	
Property is serviced by:	
Public Water: <input checked="" type="checkbox"/>	Provider: <u>Walton Water</u> Well: _____
Public Sewer: _____	Provider: _____ Septic Tank: <input checked="" type="checkbox"/>
The purpose of this conditional use is: <u>Small special events primarily utilizing outdoor space</u> <u>temporary tents and portable restroom facilities - Variance requested</u> <u>to allow event facility not located on a collector or arterial road.</u>	
<small>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.</small>	
Signature <u>[Signature]</u>	Date <u>11-1-2022</u> \$ <u>350.00</u> Fee Paid <input checked="" type="checkbox"/>
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 <u>A1</u>	Surrounding Zoning: North <u>A1</u> South <u>A1/R1</u> East <u>A1</u> West <u>A1</u>
Comprehensive Land Use: <u>Suburban</u>	
Commission District: <u>5-Adams</u>	Watershed: <u>/</u>

I hereby withdraw the above application _____ Date: _____



Standard Review Questions:

Provide a written, documented, detailed analysis of the impact of the proposed zoning map amendment or conditional use with respect to each of the standards and factors specified in Section 160 listed below:

Conditional Use Permit Criteria

1. Adequate provision is made such as setbacks, fences, etc., to protect adjacent properties from possible adverse influence of the proposed use, such as noise, dust vibration, glare, odor, electrical disturbances, and similar factors.
 - R1. *The property is heavily wooded on both sides, providing sufficient visual buffers between the proposed wedding venue and adjacent properties.*
2. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered.
 - R2. *Nunnally Farm Road is a rural 35 MPH with minimal daily traffic. The applicant does not anticipate any impacts to vehicle and pedestrian traffic. The applicant anticipates only a few events per calendar year.*
3. Off-street parking and loading and the entrances to and exits from such parking and loading will be adequate in terms of location, amount and design to serve the use.
 - R3. *The grass pasture that makes up the area in the front of the parcel will serve as the parking lot for the events. The pasture will accommodate approximately 90 vehicles, which will be more than sufficient for the small venue. A cart path will be provided to shuttle guests to and from the parking lot area. Two handicap parking spaces will be provided and located within close proximity to the venue area.*
4. Public facilities and utilities are capable of adequately serving the proposed use.
 - R4. *Porta Potty's will be provided during the duration of all events and will be cleaned and serviced regularly.*
5. The proposed use will not adversely affect the level of property values or general character of the area.
 - R5. *Extensive wooded areas will provide sufficient buffers to adjacent parcels. With only periodic small events, the applicant does not anticipate any degradation of property values in the area.*

**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: Grace M. Tillman, Oberman Law Firm

Address: 327 Dahlonega Street, Suite 401, Cumming, GA 30040

Telephone: 770-886-2400

Location of Property: 390 Nunnally Farm Road, Monroe ,GA 30655

Map/Parcel Number: C0770002A00

Current Zoning: A1 Requested Zoning: A1 -- Event Conditional Use Permit


Property Owner Signature

Property Owner Signature

Print Name: Michel Jeannot

Print Name: _____


Address: 390 Nunnally Farm Road,
Monroe ,GA 30655

Address: _____

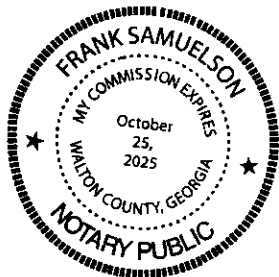
Phone #: 917-482-0819

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

10/27/2022
Date



OBERMAN LAW FIRM*A Professional Corporation*

www.obermanlaw.com

Stuart J. Oberman (GA)
 Lauren A. Mansour (GA & SC)
 Grace M. Tillman (GA & TN)
 Justin J. Weaver (GA, IL, MI,
 MO, NJ, PA, TN, VT & WV)
 Tamara A. Feuer (GA, FL & NJ)
 Danielle McBride (OH)
 Hortencia Torres (*of Counsel*)
 Joshua Bishop (TX)

Ronald E. Dobelstein (Retired)

Reply To:

CORPORATE OFFICE:
 327 Dahlenega Street
 Suite 401
 Cumming, GA 30040
 Phone: (770) 886-2400
 Facsimile: (770) 888-9300

November 2, 2022

SENT VIA HAND DELIVERY

Ms. Charna Parker, Director
 Walton County Planning and Development
 303 S Hammond Drive, Suite 98
 Monroe, GA 30655

Re: Conditional Use Application for Limited Outdoor
 Recreational Events
 Michel Jeannot, MD Owner
 390 Nunnally Farm Road, Monroe, GA 30655
 Letter of Intent

Dear Ms. Parker:

Please be advised that our office has been retained to assist Dr. Michel Jeannot as owner of the Property located at 390 Nunnally Farm Road, Monroe, GA 30655 with Map/Parcel ID C0770002A00 ("Property") in obtaining a Conditional Use Permit. Our firm is acting as the Applicant on behalf of Dr. Jeannot.

Specifically, Dr. Jeannot requests that a Conditional Use Permit be issued to allow him to occasionally use the Property for small special events to primarily be hosted as outdoor events. It is Dr. Jeannot's intention to host the events outdoors and/or erect temporary tents to accommodate the guests. Temporary portable restrooms will be brought in to be utilized during the events, as needed. Such events will be held to fewer than seventy-five guests in total.

As is more fully explained on the supporting documentation prepared by the engineers at Precision Planning, the Property can easily accommodate the proposed conditional use and such conditional use does not adversely affect the surrounding properties.

The property will have four areas of use: Lakeside Event Area A, Basement Event Area B, Outdoor Event Area C, and Outdoor Patio Area D. Each of these areas are more specifically described in the letter from the Mr. Brian Patrick on behalf of the Sound Engineer Arpeggio. Additionally, a copy of this image is included in the application under the proposed site plans.

Letter of Intent for
Walton County Planning and Development
November 2, 2022
Page 2 of 3

The Property is 6.57 acres, zoned A1, and located in a residential area in which most of the single-family homes are also large acreage lots. The Property has as a small lake as its natural buffer to the rear. While there is currently natural and added landscaping features, it is the intent of Dr. Jeannot to continue to develop and improve the Property with additional landscaping.

In support of Dr. Jeannot's application the following additional documents are provided:

- An analysis of the proposed conditional use using the Standard Review Questions from Section 160 of the Walton County, Georgia Comprehensive Land Development Ordinances prepared by Precision Planning, Inc. (Civil Engineers retained by Dr. Jeannot for assistance in evaluating his application for conditional use.)
- An analysis showing the proposed conditional use would not, with proper precautions, cause the Property to be out of compliance with the Noise Ordinances of Walton County or otherwise negatively affect the noise levels experienced by the surrounding properties prepared by Arpeggio (Sound Engineers retained by Dr. Jeannot for assistance in evaluating his application for conditional use.) Please note that if approved, Dr. Jeannot intends to erect the suitable sound barrier walls or earthen berms as provided in Arpeggio's letter. To further reduce any noise burdens, Dr. Jeannot is committed to providing any sound amplification to his guests with specific instructions on its use to minimize the impact on his neighbors.
- A report by Auri Lee, an associate real estate broker with Harry Norman Realtors, familiar with the Property who has provided a written report stating that the proposed conditional use will not have a negative impact on the values of surrounding properties.
- The Concept Plan for the site as prepared by Mr. Jimmy Parker, Engineer with Precision Planning
- Photos of the Proposed Site and Site Plans
- A copy of the recorded deed for the Property
- A copy of the recorded plat for the Property
- A copy of the receipt showing the 2021 Property Taxes have been paid in full. The 2022 Property Taxes are not due until November 15, 2022.

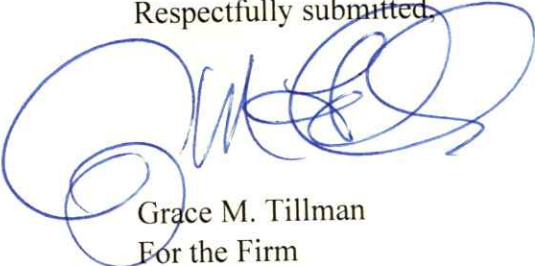
Letter of Intent for
Walton County Planning and Development
November 2, 2022
Page 3 of 3

- The notarized Property Owner’s Authorization
- The Disclosure of Campaign Contributions form for the Applicant and Owner

The requested conditional use will not adversely affect the surrounding properties and thus, Dr. Jeannot respectfully requests that his application be granted. The approval of the application will allow Dr. Jeannot to share his beautiful Property by hosting small intimate events. Dr. Jeannot is committed to working with his neighbors to ensure that his use will not affect them and will address any concerns which may be raised.

Your consideration of this matter is sincerely appreciated. Should you have any questions, or require anything further from our office, please do not hesitate to contact me directly at 770-886-2400 or grace@obermanlaw.com.

Respectfully submitted,



Grace M. Tillman
For the Firm



Arpeggio
1947 Aspen Drive, NE
Atlanta, Georgia 30345
404.417.0100
BPatrick@arpeggiollc.com

Item 4.3.

October 18, 2022

Grace Tillman
Senior Corporate and Litigation Counsel
Oberman Law Firm
327 Dahlonga Street, Suite 401
Cumming, GA 30040

Re: Walton County Zoning-Related Noise Study for 390 Nunnally Farm Road

Dear Grace:

We have completed our noise study of the proposed event venue at 390 Nunnally Farm Road, Monroe, GA, assessing the expected noise impact of event activities on adjacent properties. This letter summarizes our analysis, which included reviewing the site Concept Plan drawing C1.0 for 390 Nunnally Farm Road prepared by Precision Planning, Inc. dated August 8, 2022, requirements stated within the Walton County Planning and Development Submittal Checklist for Conditional Use Application, Comprehensive Land Development Ordinance and Subdivision Regulations for Walton County, GA rev. 05-03-2022.

Background

Table 100-1 in Part 7, Section 100 within the Walton County Comprehensive Land Development Ordinance provides maximum permissible noise level limits for conditional and permitted commercial use relative to zoning districts. We understand the 390 Nunnally Farm Road property is zoned A1 - Rural Estate District zoning. In accordance with Table 100-1, A1 properties have an established maximum permitted, A-weighted decibel limit of 45 dBA during the night (7pm - 7am) and 55 dBA during the day (7am - 7pm) at adjacent residential property lines.

We visited the 6.5-acre property, located at 390 Nunnally Farm Road, on Wednesday, September 21, 2022. We toured the property to note the property lines and discuss the proposed event locations with the property owner, Michel Jeannot. Figure 1 shows the site overview, with the proposed event locations labeled in blue and the property lines drawn in yellow.

Proposed event locations include:

- Lakeside Event Area A - Flat, grassy section to serve as primary outdoor event area for weddings and other gatherings
- Basement Event Area B - Indoor finished basement area with bar
- Outdoor Event Area C - Section adjacent to basement for gatherings, possibly covered with an awning or similar cover
- Outdoor Patio Area D - 2-Tier patio and pool area for cocktails and casual gathering space

An earthen berm, shown in green, separates the elevation of Area A from higher elevation Areas B, C, and the upper portion of Area D by approximately 20'.

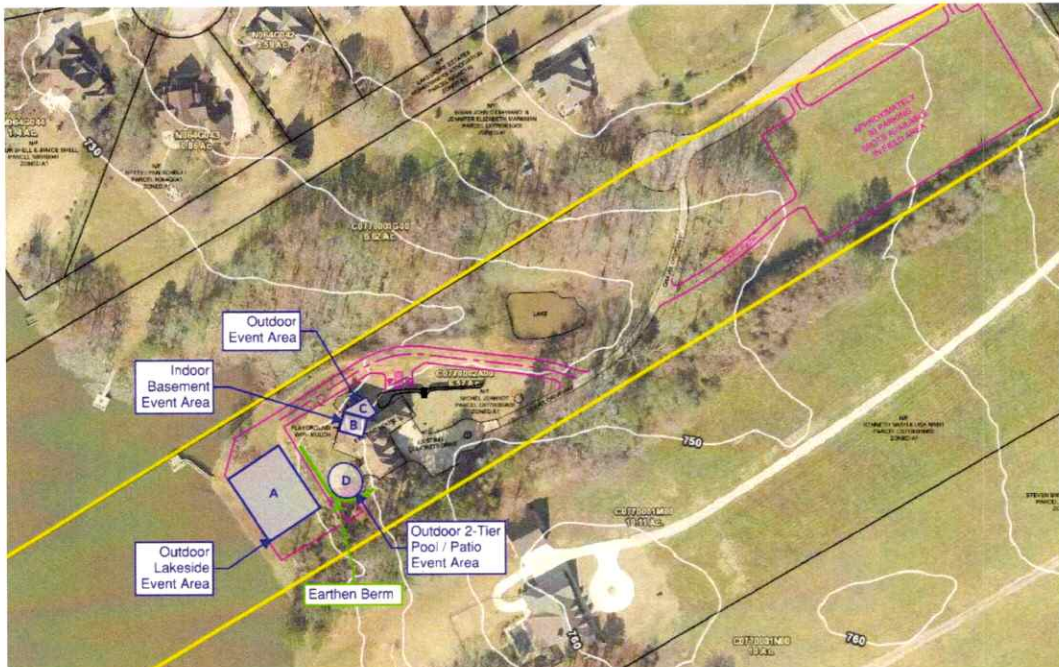


Figure 1 - Property Lines and Proposed Venue Locations

The primary event venue location is Area A, which is suitable for hosting social gatherings such as outdoor weddings or corporate events with or without seating. It is understood that this area may incorporate amplified sound systems for speech reinforcement and light music. Area B is a finished basement space that may be used as backup space for area A or as supplemental event space, also supporting amplified music. Outdoor Areas C and D may also be available for outdoor events as gathering areas, however, we understand that the existing swimming pool in Area D will be off limits to event guests. While on site, the owner suggested that Area C may incorporate an awning or other permanent or temporary cover to shield patrons from rain or sun. The owner also requested an analysis of Area C with regard to amplified sound systems for background music.

It is assumed that noise levels of events that may incorporate sound systems will be set to allow for conversations between event attendees. A reasonable maximum noise level for site events such as wedding receptions can be characterized using an acoustic parameter called Speech Interference Level (SIL). SIL is the arithmetic average of the sound pressure levels in the 500, 1000, 2000 and 4000 Hz octave bands. SIL is defined by American National Standards Institute (ANSI) S12.65, "For Rating Noise with Respect to Speech Interference." SIL can be used to estimate the level of effort for speech communication with respect to a given noise level, as shown in Figure 2. The shaded area in Figure 2 reflects the tendency of individuals to raise their voice during conversation in noisy environments.

Given the planned events for the proposed event venue, ambient sound should not impair conversational effort. The dBA levels in Figure 2 are approximations for SIL and sufficient for our estimation here. The arrows annotate noise levels of 95 and 85 dBA; at 95 dBA, elevated voice levels would be required to hold a conversation when the distance from talker and listener is ~1'; therefore, 95 dBA may be used as a maximum level for which the sound system might be set at this event venue. For reference, at 85 dBA, the separation distance between talker and listener could be a more comfortable ~3'. We assume that these levels are at least 5' from any portable or installed sound system speakers.

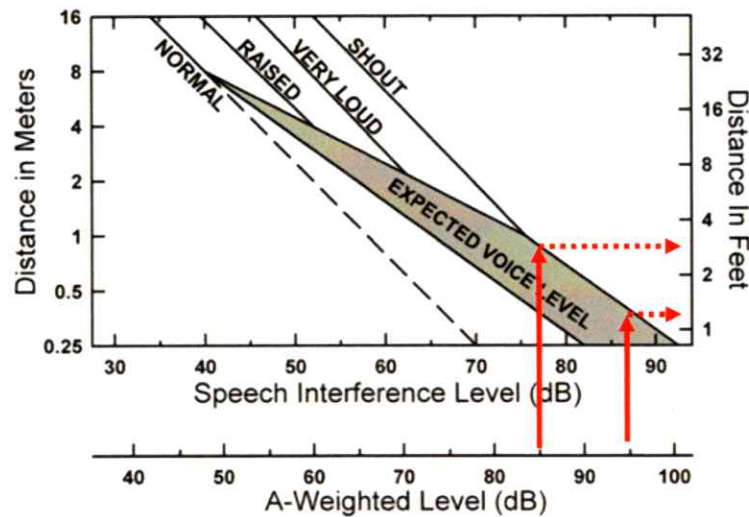


Figure 2 – Speech Interference Level (SIL): Min. conversational distances relative to ambient noise levels

Sound levels from event noise sources, whether from human voices or amplified speech or music using electronic sound systems, will be attenuated by facilities such as the enclosed Basement Area B or by sound barriers such as earthen berms or erected sound barrier walls of sufficient height. Noise is attenuated further as it travels farther from the source to the property line, with reduction of approximately 6 dB for every doubling of measured distance.

We analyzed the noise levels due to events at gathering locations on site, assuming a reasonable upper limit for noise levels of 95 dBA where indoor gatherings with the potential for amplified speech or music can be expected, limited to the Basement Area B interior. Likewise, for outdoor gatherings, we assumed a reasonable upper limit for noise levels due to elevated conversational speech or amplified sound system levels to be 85 dBA, limited to Lakeside Area A. At other locations where event levels of 85-95 dBA would result in noise levels exceeding 45 dBA at the property line, we have identified general parameters for noise control mitigation measures that must be employed to attenuate noise from event activities to within acceptable limits. These limits are tabulated in Table 1 and described in the remainder of this letter.

Lakeside Event Area A

The primary large group gathering Area A is approximately level in elevation with the western sides of adjacent properties to the north and south. The earthen berm between this area and the property's existing residence to the east will provide some noise shielding to residences located

northeast and east of Area A. However, we understand that it is desirable to maximize the event area footprint for Area A, positioning it just over 50' from the adjacent property line(s) as allowed by the ordinance. The elevation at adjoining properties is essentially flat and sound will propagate with little additional reduction from existing landscaping to property lines and the back yards of A1 zoned residential neighbors.

Conversation in this location is expected to reach elevated levels often, regardless of amplified music or speech being used in this area. Speech between individuals within an area holding a larger group can be expected in the range of approximately 65-70 dBA in order to carry on conversations within 3-5 feet of each other. If a group of 20-30 people are conversing at elevated vocal levels, the overall sound level at the edge of the Area A footprint is expected to reach 80-85 dBA. Without a significant sound barrier to the south or north, this will exceed the acceptable daytime limit of 55 dBA at the property line. We estimate that in order to comply with the limits stated in Table 100-1 of the county ordinance, noise levels in Area A must be kept below 76 dBA and 66 dBA for daytime and nighttime hours (55 dBA and 45 dBA limits), respectively.

Therefore, Area A will need to incorporate a suitable sound barrier wall or earthen berm (not wood fencing, shrubs, or trees) of at least 7' in height on the south and north sides of the venue space at Area A. Openings for walking paths from the north and access to proposed temporary toilet facilities to the southeast can be added, provided that a setback portion of barrier wall is included to prevent line of sight (and a direct path for sound to travel) from the interior of Area A to adjacent property lines. See Figure 3 for an example of barrier walls, shown in blue, with passage openings. The eastern sides of barrier walls on the north and south should connect with the berm, and any barrier wall construction should be designed or approved by a qualified engineer.

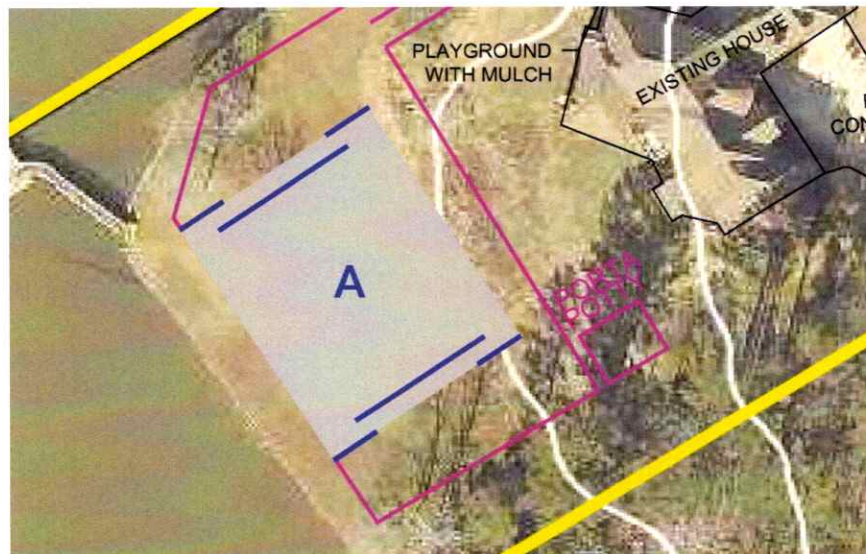


Figure 3 – Example Barrier Wall Layout, not to scale

If sound systems are supported in this area for events, it is advised that the owner provide a “house” sound system for all events which incorporates features such as volume limiting on audio processing or mixing equipment to control maximum sound levels when in use. Monitoring of sound levels near property lines during events could be performed to ensure amplified sound levels are controlled. Loudspeakers should be positioned within Area A (at least 10' from the edge of Big Flat Creek) at an elevation at least 18” below the top of the sound barrier wall, aimed inward and



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Atlanta, Georgia 30345
404.417.0100

toward the earthen berm to the east. There should be no line of sight from the front face of loudspeakers to adjacent properties at roughly the same elevation. Using loudspeakers with higher directivity, as opposed to wide coverage patterns, is advised.

The upper limit of sound levels in Area A will be determined by the performance of the barrier wall and the operation of amplified sound systems, if allowed during events. It is estimated that the upper limit of sound levels in this area will range between 87 dBA and 92 dBA, in order to meet acceptable levels at the property line. Given that people have a tendency to speak louder when background noise sources are present, it may be necessary to further limit or disallow the use of amplified music at Area A after 7 pm, when the ordinance's acceptable limits at property lines changes from 55 dBA to 45 dBA.

Basement Event Area B

The basement is located about 55' from the north property line. It is an enclosed area with walls of exterior brick/ insulation/ interior GWB paneling with several double hung windows and glazed exterior doors. The topography of the site is elevated slightly higher than the adjacent property to the north. The existing residential portion of the structure provides ample shielding to the southern property line.

Buildings act as frequency-dependent filters, blocking the high-frequency component of sound more efficiently than low. So, while the total levels (time-averaged dBA) may comply with the ordinance, the presence of low-frequency sounds, such as thumping from drums or bass notes, may be more objectionable at the property line. If windows or doors are opened, the sound attenuation properties of the Basement will be greatly reduced, increasing the noise levels received at the property line. It is important that no doors or windows on the north façade be left open during events, and that exterior entry doors incorporate door closers.

Despite these considerations, we predict that the Basement would need to provide at least 33 dB of sound attenuation indoor-to-outdoor, such that an indoor event with levels of 95 dBA (including amplified music) will generate exterior levels of ~62 dBA or lower immediately outside and diminishing to 45 dBA at the property line. For the purposes of this study, it is estimated that for noise generated within the basement, the exterior noise level will be attenuated by around 25 dB compared to the interior noise level, due to the composite transmission loss of the walls, doors, and windows. Therefore, noise levels generated within the basement must be kept below approximately 88 dBA, with doors and windows closed, in order to comply with the ordinance. This is a reasonable limit for indoor events hosting groups with light ambient music, but a limit of 95 dBA is more realistic. To better accommodate this, modifications to the basement could be made or an additional sound barrier wall could be added between the basement and the north property line, which is discussed in the following section.

Outdoor Event Area C

This area was proposed by the owner as a potential covered or open space for gatherings of small to medium sized groups. It is located close to the north property line, assumed to be up to 50' away, and it immediately adjacent to, and can be accessed from, Basement Area B. The addition of sound systems in this area was discussed, but like the Lakeside Event Area A, the proximity to



a property line without a noise buffer will result in sound levels that exceed the ordinance with or without amplification for speech or music.

A suitable solution to hosting groups in Area C is to incorporate a sound barrier wall of at least 7' in height, completely enclosing area C and tying into the northwest corner of the basement as well as the north/northwest façade of the residence that faces the property to the north. This would also have the added benefit of further reducing sound levels from the Basement Area B before reaching the property to the north. By enclosing Area C with a sound barrier wall, elevated speech levels from groups and light background music levels up to 85 dBA could reasonably be accommodated to bring noise levels within acceptable limits. If portable or permanent loudspeakers are incorporated in Area C, they must be positioned at least 18" lower than the top of the barrier wall.

Outdoor Patio Event Area D

This area is located up to 50' from the property line to the south. However, due to the placement of the swimming pool there is limited area for gathering space on this side of the property. Sound amplification will not be employed, and normal conversational voice levels for small groups of 4-6 people are expected not to exceed 70 dBA. If groups are limited in size for close, intimate discussions, elevated voice levels should not be expected in these areas. Shouting in these areas is not anticipated, and should be discouraged due to the proximity to neighboring property lines. Noise levels at the patio should be limited to 70 dBA, which is considered a normal voice level without amplification, but below elevated or shouting voice levels.

Noise levels from small groups speaking at conversational voice levels should comply with acceptable daytime levels. Portions of the patio closest to the south property line may need to be roped off or otherwise planned to limit groups from gathering after 7 pm in order to comply with acceptable levels in the ordinance.

Conclusion

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

Table 1. Noise Limits estimated 5 ft from source

Event Venue Location	Sound Barrier Wall Required	Noise Limit (dBA)
Area A - Lakeside	Yes	87 - 92
Area B - Basement	No	88
Area B - Basement	Yes	95
Area C - Outdoor Gathering	Yes	85
Area D - Patio Gathering	No	70



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404.417.0100

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

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

With considerations made for careful placement and operation of amplified sound systems, as well as controlling the size of groups gathered in event areas, the event noise from conversational voice levels at gathering locations are predicted to be under the 45 dBA ordinance limit at property lines with proper construction treatments as described herein.

Sincerely,

Brian Patrick
Arpeggio



- Legend**
- Parcels
 - Parcel Numbers + Acreage
 - Roads

Parcel ID	C0770002A00	Owner	JEANNOT MICHEL	Last 2 Sales			
Class Code	Residential		390 NUNNALLY FARM ROAD	Date	Price	Reason	Qual
Taxing District	Walton County		MONROE, GA 30655	4/22/2011	\$155000	LM	Q
Acres	6.57	Physical Address	390 NUNNALLY FARM RD	4/7/2010	\$200000	LM	Q
		Appraised Value	Value \$1065700				

(Note: Not to be used on legal documents)



Planning and Development Department Case Information

Case Number: Z22100024

Meeting Dates: Planning Commission 12-01-2022
Board of Commissioners 01-10-2023

Current Zoning: MH – (A2)

Request: Rezone property from MH (A2) to B3 for a retail establishment

Address: Highway 78

Map Number: C0430015 & 0014

Site Area: 3.551 acres

Character Area: Highway Corridor

District 1: Commissioner – Bo Warren

Planning Commission – Josh Ferguson

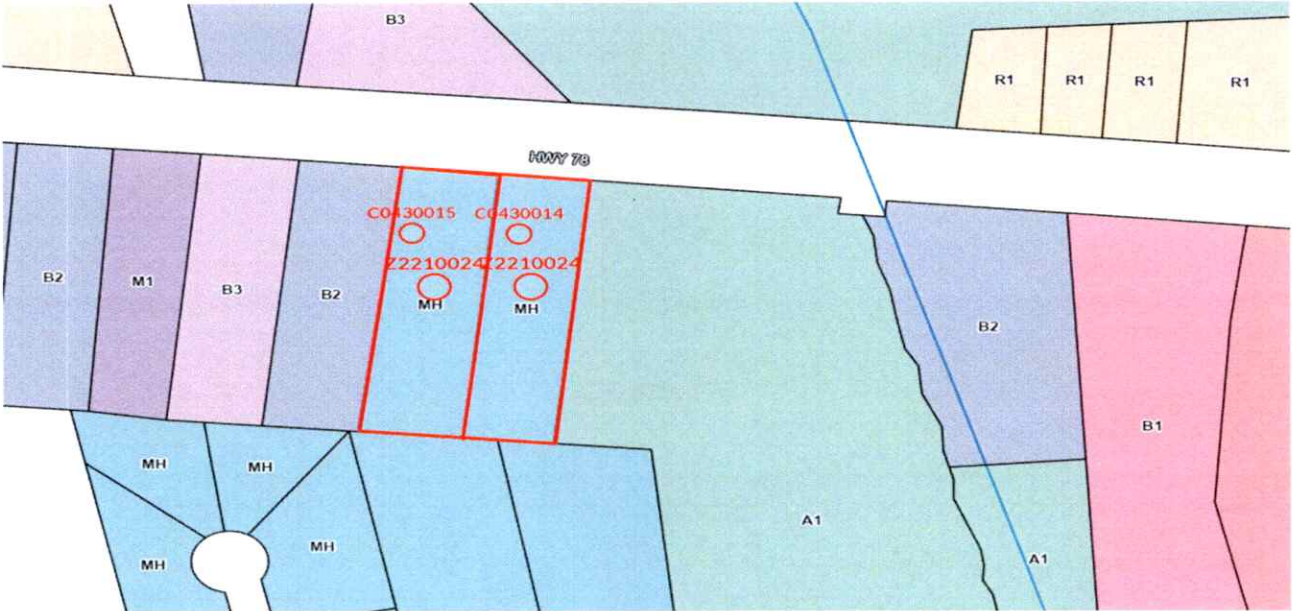
Applicant:
Split Silk Properties LLC
P.O. Box 1725
Loganville, Georgia 30052

Owner:
Lyncia McCurdy
3044 Highway 78
Loganville, Georgia 30052



Existing Site Conditions: Property consists of 2 parcels: C0430015 is 1.81 acres and C0430014 is 1.81 acres. Both parcels are vacant.

The surrounding properties are zoned A1, A2, B2 and B3.



Staff Comments/Concerns

History: No History

Comments and Recommendations from various Agencies:

Public Works: Public Works has No Issue with Approval of this Request.

Sheriffs' Department: No comment received for the PC on 12/1/2022. However, comments were received from the Sheriff's Department on 12/7/2022 – The Walton County Sheriff's Office routinely checks businesses on main thoroughfares twice per shift when applicable or where access is granted. This would be an additional 730 checks per year.

Water Authority: This area is currently served by a 10" water main along Highway 78. (static pressure: 80 psi, Estimated fire flow available: 2,000 gpm @ 20 psi). No system impacts anticipated.

Fire Department/Fire Marshal: Shall comply with all current codes and ordinances set forth by NFPA, International Fire Code, and Walton County Ordinances. 26' fire access roads and turnarounds to comply with 2018 International Fire Code Appendix D, fire hydrant within 500' of all points of building.

Board of Education: Will have no effect on the Walton County School District.

Development Inspector: No comment received.

DOT Comments: Will need to coordinate with the Department.

PC ACTION 12/1/2022:

1. **Rezone – Z22100024 – Rezone 3.551 acres from A2 to B3 to allow retail establishment – Applicant: Split Silk Properties LLC/Owner: Lyncia McCurdy -Property located on Hwy 78-Map/Parcel C0430014 & 015 – District 1.**

Presentation: Jeff Timler is with Split Silk Properties and he is representing the owner. The owner has requested the 3.551 acres be rezoned from MH to B3. She is currently a business owner in the county. She has been in business for 4 years and has done very well. She buys items from Big Box Returns and re-sales them. She has four employees. There will not be a lot of traffic and the construction will be consistent to the Comprehensive Land Development Plan. They are also asking for a buffer reduction due to flood plain. This is retail development and will increase the tax base.

Josh Ferguson asked would they consider a B2 zoning because what they would like to do is allowed in B2. As far as the buffer, reduction for parking and drive that it looks like building could be shifted to the left. Parking is over what is required. Could they remove the parking on eastern boundary?

Mr. Timler came back for rebuttal and stated that they were fine with the B2 and with the parking and he is sure the building cannot be shifted. He advised that they were looking at a 40,000 sq. ft. 2-story building and now they are looking at a 20,000 sq. ft. 1 story building.

Speaking: No opposition

Recommendation: Josh Ferguson made a motion to approve with the following conditions:
1.) Change the zoning to B2; 2.) Applicant to look at shifting building to west; 3.) Remove parking on the east; 4.) Maintain 20 ft. buffer with a second by Timothy Kemp. The motion carried unanimously.

Rezone Application # Z22100024 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 12-1-2022 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 01-10-2023 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel C0430015, C0430014

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Split Silk Properties, LLC

Lyncia McCurdy

P.O. Box 1725

3044 Hwy 78

Loganville, GA 30052

Loganville, GA 30052

E-mail address: splitsilkproperties@gmail.com

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

Phone # 678-439-1776

Phone # 404-396-4177

Location: Hwy 78 Requested Zoning B3 Acreage 3.551

Existing Use of Property: Vacant

Existing Structures: None

The purpose of this rezone is To allow for a retail establishment. Owner buys return items from big box retailers in bulk and then sells again.

Property is serviced by the following:

Public Water: Yes Provider: Walton County Well: No

Public Sewer: No Provider: Loganville Septic Tank: Yes

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] 10/28/2022 \$ 450.00
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 MH-A2 Surrounding Zoning: North B3 South MH/A2
East A1 West B2

Comprehensive Land Use: Highway Corridor **DRI Required?** Y N

Commission District: 1-Warren 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;

Most of the surrounding properties are zoned or being used as commercial.
Property behind subject is zoned MH, however comprehensive plan mentions
that properties within 1000 feet are suitable for commercial.

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

The property is currently zoned MH in which there is no feasible economic
use. Allowing the requested zoning would increase the property value as
well as adjacent 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;

There will be no destruction of property values and only an increase (see below)
as this development will be similar and in many cases nicer than existing
commercial developments.

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

The County will see a considerable increase in property taxes. Currently
assessed at \$93,600, however after development should be valued in excess of
\$2,000,000 or a 2,000% increase. The demand in services and infrastructure
will not be commensurate with the increase in value as utilities and public
infrastructure are already in place and will rely on existing traffic counts.

5. The suitability of the subject property for the zoned purposes; and
The property is located in a commercial corridor, surrounded by similar uses, with infrastructure such as curb cut and public and private utilities in place.
New mobile homes on highway 78, as zoned, is not suitable in view of the existing commercial property and heavy traffic counts.

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 former owner bought this property as zoned MH in 2007. Commercial developments have continued to expand down 78 from Loganville for the last 20 years while Mobile Home zoning has seemed to be scaled back and have moved to less commercial commercial and more rural areas.

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application?

_____ yes X no

If the answer is yes, you must file a disclosure report with the governing authority of Walton County showing:

1. The name and official position of the local governing authority in Walton County to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and the date of each such contribution was made.

This disclosure must be filed when the application is submitted.



 Signature of Applicant/Date

Check one: Owner _____ Agent X

This instrument was signed and acknowledged before me, the undersigned Notary Public
 On this 28 day of October, 2022
 by Jeffrey Timler
 Lisa M Cooper
 Notary Public



**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: Split Silk Properties, LLC / Jeff Timler

Address: PO Box 1725 Loganville, GA 30052

Telephone: 678-439-1776

Location of Property: Hwy 78, no address exists because there is no building and is wooded.
See below.

Map/Parcel Number: C0430014 & C0430015

Current Zoning: MH Requested Zoning: B3

L M C Curdy
Property Owner Signature

Property Owner Signature

Print Name: Lyncia McCurdy

Print Name: _____

Address: 3044 Hwy 78 Loganville, GA 30052 Address: _____

Phone #: 404-396-4177 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.

Lisa M Cooper
Notary Public

10/28/2022
Date



SPLIT SILK PROPERTIES, LLC.
P.O. BOX 1725
LOGANVILLE, GA 30052

October 28, 2022

Mrs. Charna Parker
303 S Hammond Drive
Monroe, GA 30655

RE: Letter of Intent for rezoning, Tax Parcel C 0430014 & C 0430015 (3.551 acres zoned MH)

Dear Mrs. Parker:

The undersigned (the applicant) is representing Lyncia McCurdy (the owner), who is seeking rezoning for the subject property which was purchased 9/2/2022. Prior to this acquisition, the property was last purchased in 2007 and has remained undeveloped and zoned MH. The intent of this application is to rezone the 3.551 acres to B3 for a retail/wholesale business.

The proposed zoning would allow the owner to develop and build a 20,000 SF retail establishment consistent with many of the properties in the area. The owner has been in business since 2018 and currently operates out of 3044 Highway 78 as Lisa Liquidators, LLC. As currently zoned, the subject property has little economic value and does not add to the aesthetics of the area. Since most of the infrastructure like water and roads (decel lane) are in place, there would be little if any additional impact upon County infrastructure demands. Traffic congestion is always a concern; however, most commercial businesses are built because of the existing market and existing traffic counts. The County's tax base would also increase over 2,000 percent as the current assessed value is \$93,600 and the anticipated development would be around \$2,000,000.00. We are also requesting a buffer reduction from 50' to 0' from the property to the east that is currently zoned A1. Most of the adjoining property is in the flood plain and it fronts Hwy 78. If it were to develop, it is logical to assume it would be for commercial purposes and not Agricultural. Lastly, the 2022 Comprehensive Plan indicates this property to be in the Highway Corridor and B3 is as zoning consistent with this designation. Clearly this request is consistent with adjacent and nearby properties uses and meets the comprehensive plan intent.

We feel that the proposed rezoning and subsequent development will be a great asset to the community and consistent with the corridor. Thank you for your time and consideration and please do not hesitate to contact me should you have any questions, comments, or concerns.

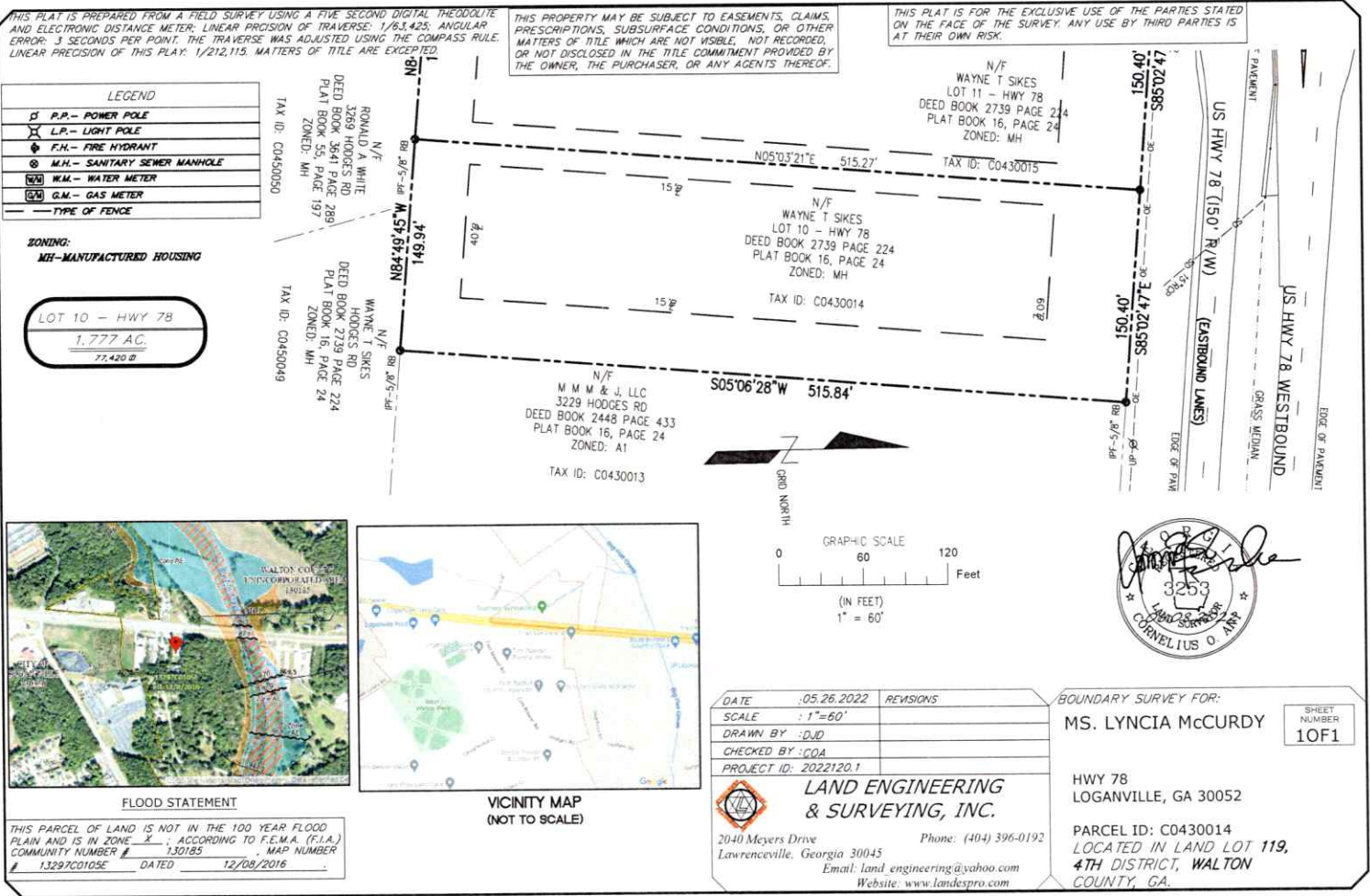
Sincerely,



Jeff Timler

Split Silk Properties, LLC

PO Box 1725 Loganville, GA 30052 678-439-1776, splitsilkproperties@gmail.com



A.C.E.
ALCOY CONSULTING ENGINEERING
AND ASSOCIATES, LLC
 448 Gwynn Rd
 Oxford Georgia 30056
 Phone: 770-845-0088
 hannah@ace-llc.com

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SITE PLAN

PROPOSED HWY 78 COMMERCIAL

PARCEL: CD430014 & CD430015
 LAND LOT 119
 DISTRICT 4TH
 HWY 78
 WALTON COUNTY GA

DATE: 10/27/2022
 SCALE: 1" = 40'

OWNER/DEVELOPER

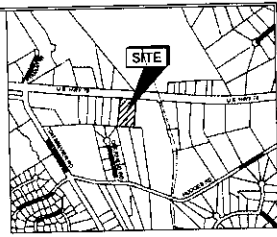
WAYNE T. SHIRES &
 ELIZABETH S. SHIRES
 1095 BRIDGEWATER WALK
 SNELLVILLE, GA 30078

24 HOUR - EMERGENCY CONTACT
 USA MOBILE
 PHONE: 404-388-9127
 hannah@ace-llc.com

REVISIONS

NO.	DATE	DESCRIPTION

JOB No. 4 22 068
 C-1



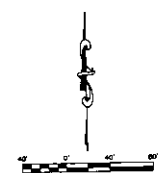
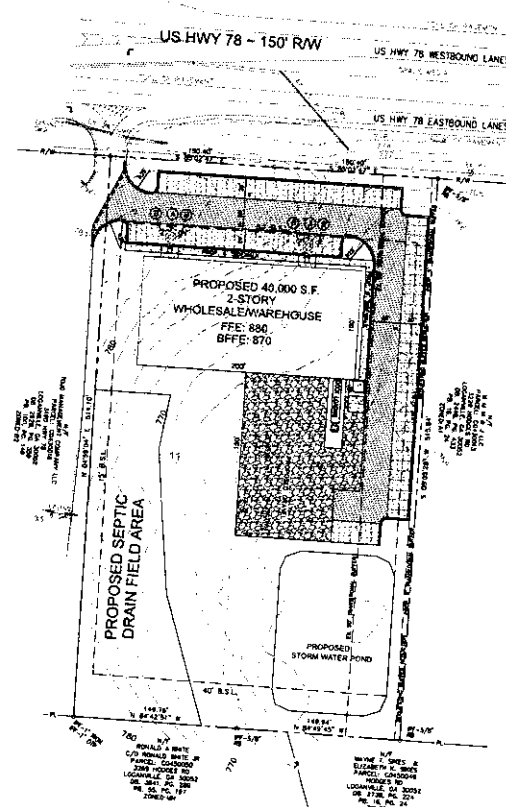
SITE ANALYSIS

PROP WHOLESALE/WAREHOUSE	40,000 S.F.
WHOLESALE	10,000 S.F.
WAREHOUSE	30,000 S.F.
TOTAL AREA	355 AC.
ZONED	M-1

REQUIRED	
1.0 SF / 200 SF WHOLESALE	50 SPACES
1.0 SF / 1,000 SF WAREHOUSE	30 SPACES
TOTAL REQUIRED	80 SPACES
TOTAL PROVIDED	81 SPACES
M.C. SPACES REQ	3 SPACES
M.C. SPACES PROVIDED	4 SPACES

SEIZING FROM M-1 TO M-1
 TOTAL SITE AREA = 3.55 ± ACRES
 PROPOSED USE = WHOLESALE/WAREHOUSE
 MINIMUM LOT SIZE = 25,500 S.F.
 MAXIMUM IMPERVIOUS SURFACE = 75%
 APPLICABLE ORDINANCE: ARTICLE 4 - PART 1 SECTION 200
 MINIMUM FLOOR AREA = 900 S.F.

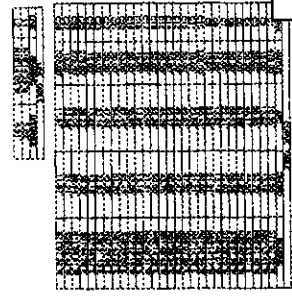
- NOTES:**
- BOUNDARY SURVEY INFORMATION TAKEN FROM SURVEYS BY LAND ENGINEERING AND SURVEYING, INC. DATED 08-28-22
 - THERE ARE NO SWM WETLAND ON THE SITE
 - LOW-HAZARD TRIBUTARY OF BIG FLAT CREEK IS LOCATED APPROXIMATELY 355 FT. EAST OF THE SITE.
 - NO PORTION OF THIS PROPERTY IS IN A DESIGNATED FLOOD HAZARD AREA FOR F.I.R.M. PANEL 13150C105E DATED DEC. 8, 2016.
 - THERE ARE NO PEDESTRIAN OR BIKE TRAIL PROPOSED.
 - THE PROJECT WILL BE SERVED BY WALTON COUNTY WATER.
 - THE PROJECT WILL BE SERVED BY SEPTIC SYSTEM.



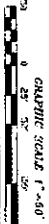
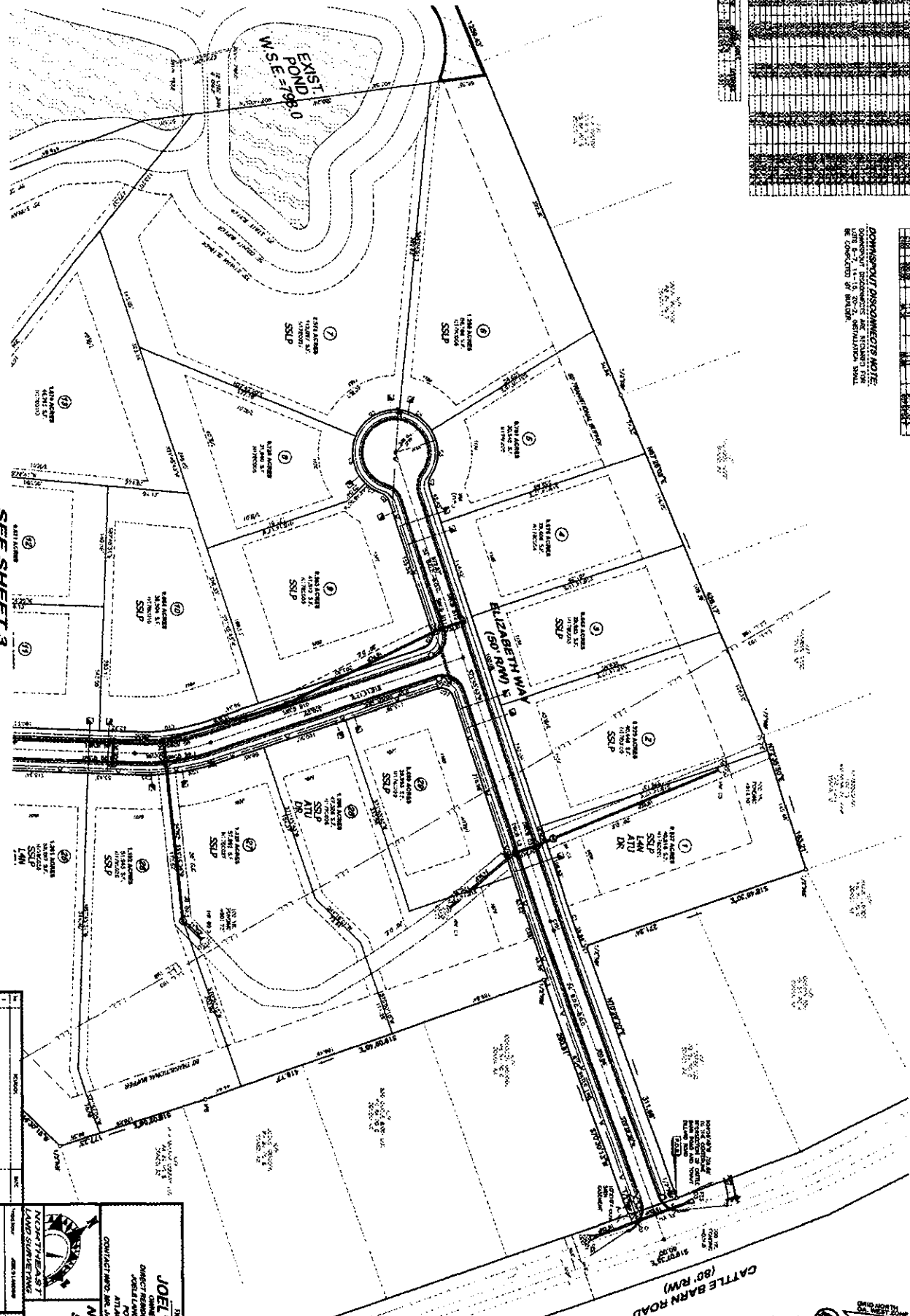
"NOT FOR FINAL RECORDING"
 TOTAL AREA = 3.55 ACRES

GEORGIA811
 www.Georgia811.com

SEE SHEET 3

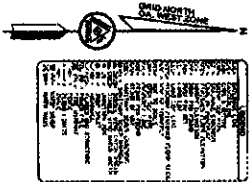


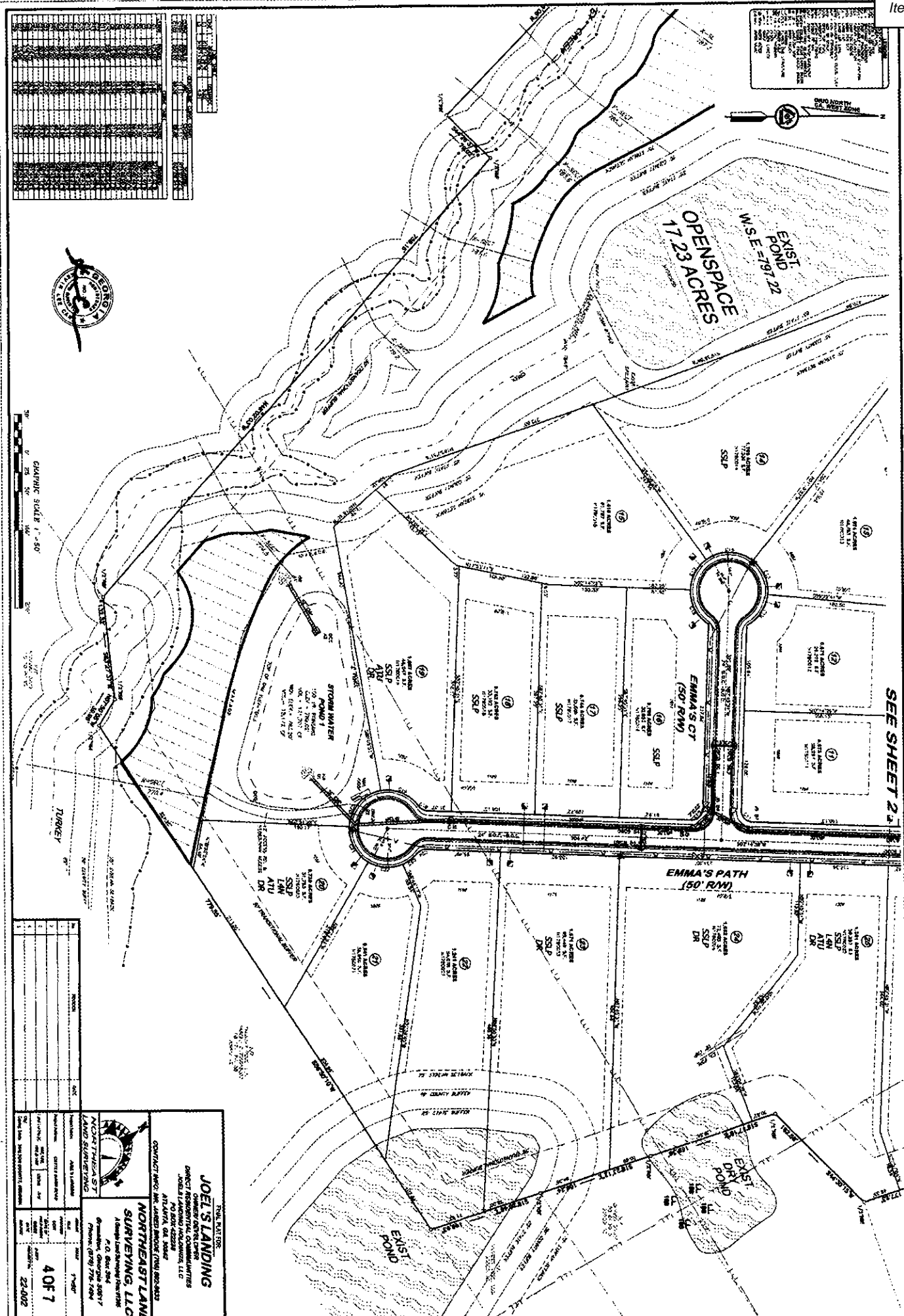
CONNECTION DISCONNECTS NOTE:
 ALL DISCONNECTS SHALL BE COMPLETED BY THE CONTRACTOR.
 ALL DISCONNECTS SHALL BE COMPLETED BY THE CONTRACTOR.



SEE SHEET 3

<p>JOEL'S LANDING DIRECT RESIDENTIAL COMMUNITIES JOEL'S LANDING PHASE ONE, LLC ATLANTA, GA 30338</p>		<p>NORTHEASTLAND SURVEYING, LLC P.O. Box 2007 Raleigh, NC 27602 Phone: (771) 778-0001</p>	
<p>CONTRACT NO.: NC LAM01 2006 0701 000-000 DATE: 07/11/06</p>		<p>PROJECT NO.: 20F 7 DATE: 07/11/06</p>	
<p>PROJECT: JOEL'S LANDING PHASE ONE, DIRECT RESIDENTIAL COMMUNITIES</p>		<p>SCALE: AS SHOWN SHEET: 20F 7 DATE: 07/11/06</p>	





SEE SHEET 2.

<p>JOEL'S LANDING DIRECT RESIDENTIAL COMMUNITIES 1000 ATLANTA ST ATLANTA, GA 30329 PH: 404-525-4229</p>		<p>NORTHEASTLAND SURVEYING, LLC 1000 ATLANTA ST ATLANTA, GA 30329 PH: 404-525-4229</p>	
<p>PROJECT NO: 22-002</p>		<p>DATE: 7/2017</p>	
<p>SCALE: 1" = 50'</p>		<p>SHEET: 4 OF 7</p>	



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GRAPHIC SCALE 1" = 50'

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	11/15/17
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JOEL'S LANDING
DIRECT RESIDENTIAL COMMUNITIES
JOEL'S LANDING HOUSING LLC
ATLANTA, GA 30344

NORTHEAST LAND SURVEYING, LLC
F.O. BOYD, III
1400 Peachtree Street, N.E.
Atlanta, GA 30309
Phone: (404) 725-2844

CONTACT NAME: MR. JAMES BRIDGES (770) 366-4444
ATLANTA, GA 30344

NORTHEAST LAND SURVEYING, LLC
7 OF 7
22-002

SEE SHEET 5

11/16/22

THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

FINAL PLAT FOR: THE FIELDS AT ALCOVY MOUNTAIN PHASE TWO

LOCATED IN LAND LOT 2, 26 & 27, 1ST DISTRICT
WALTON COUNTY, GEORGIA
PARENT TAX PARCELS C1390006 & C1390008A00

SLP - STRUCTURE LOCATION PLAN

1. STRUCTURE LOCATIONS SHOWN ON THIS PLAN ARE TO BE PLACED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

OWNER'S ACKNOWLEDGEMENT OF INDICATION OF PUBLIC UTILITIES

I, the undersigned, hereby acknowledge that I have read and understand the contents of this plat and the location of all public utilities shown thereon. I hereby agree to indemnify and hold harmless the Surveyor and the State of Georgia from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, that may be asserted against or incurred by the Surveyor or the State of Georgia as a result of the location of any public utility shown on this plat, whether or not such claim, damage, loss, or expense is caused in whole or in part by the negligence of the Surveyor or the State of Georgia.

GENERAL NOTE

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS SHALL BE FROM THE CENTERLINE OF THE ROAD.
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ENVIRONMENTAL HEALTH DEPARTMENT LICENSE

1. THIS SUBMISSION IS BEING MADE BASED ON THE ASSUMPTION THAT THE SUBMITTER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

2. THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

3. THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

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5. THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

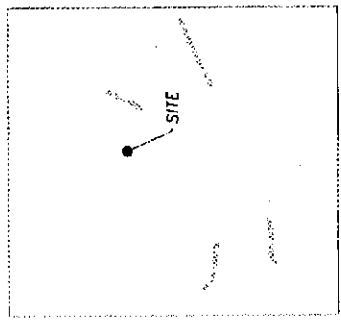
6. THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

7. THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

8. THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

9. THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.

10. THE SUBMITTER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF STATE AND FEDERAL GOVERNMENT.



VICINITY MAP N.T.S.

CERTIFICATE OF WALTON COUNTY FIRE DEPARTMENT
THE WATER SYSTEM HAS BEEN INSTALLED. THE PERMITS HAVE BEEN OBTAINED
ACCORDING TO COUNTY REGULATIONS.

DATE: 11-16-22

CERTIFICATE OF WATER PROVIDER
THE WATER SYSTEM HAS BEEN INSTALLED. THE PERMITS HAVE BEEN OBTAINED
ACCORDING TO COUNTY REGULATIONS.

DATE: 11-16-22

OWNER'S ACKNOWLEDGEMENT OF INDICATION OF PUBLIC UTILITIES
STATE OF GEORGIA COUNTY OF WALTON

I, the undersigned, hereby acknowledge that I have read and understand the contents of this plat and the location of all public utilities shown thereon. I hereby agree to indemnify and hold harmless the Surveyor and the State of Georgia from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, that may be asserted against or incurred by the Surveyor or the State of Georgia as a result of the location of any public utility shown on this plat, whether or not such claim, damage, loss, or expense is caused in whole or in part by the negligence of the Surveyor or the State of Georgia.

DATE: 11-16-2022

CERTIFICATION OF APPROVAL FOR RECORDING

I, the undersigned, hereby certify that the foregoing plat shows the location of all public utilities shown thereon. I hereby agree to indemnify and hold harmless the Surveyor and the State of Georgia from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, that may be asserted against or incurred by the Surveyor or the State of Georgia as a result of the location of any public utility shown on this plat, whether or not such claim, damage, loss, or expense is caused in whole or in part by the negligence of the Surveyor or the State of Georgia.

DATE: 11-17-2022



FINAL SURVEYOR'S CERTIFICATE

I, the undersigned, hereby certify that I am a duly licensed and qualified surveyor in the State of Georgia. I have read and understand the contents of this plat and the location of all public utilities shown thereon. I hereby agree to indemnify and hold harmless the Surveyor and the State of Georgia from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, that may be asserted against or incurred by the Surveyor or the State of Georgia as a result of the location of any public utility shown on this plat, whether or not such claim, damage, loss, or expense is caused in whole or in part by the negligence of the Surveyor or the State of Georgia.

DATE: 11/16/22

REGISTERED GEORGIA LAND SURVEYOR

FINAL PLAT FOR:
**THE FIELDS AT ALCOVY MOUNTAIN
PHASE 2**

OWNER/DEVELOPER:
RELIANT HOMES GA, LLC
P.O. BOX 265
LOGANVILLE, GA 30052
PROJECT: THE FIELDS AT ALCOVY MOUNTAIN
CONTACT: ROB BUTLER

DATE: 11/16/22
SCALE: 1" = 100'
DATE OF DEED: 11/16/22
DATE OF RECORDING: 11/16/22

DRILLED PILES
THIS BLOCK RESERVED FOR THE CLIENT OF THE SUBSEQUENT CONTRACT

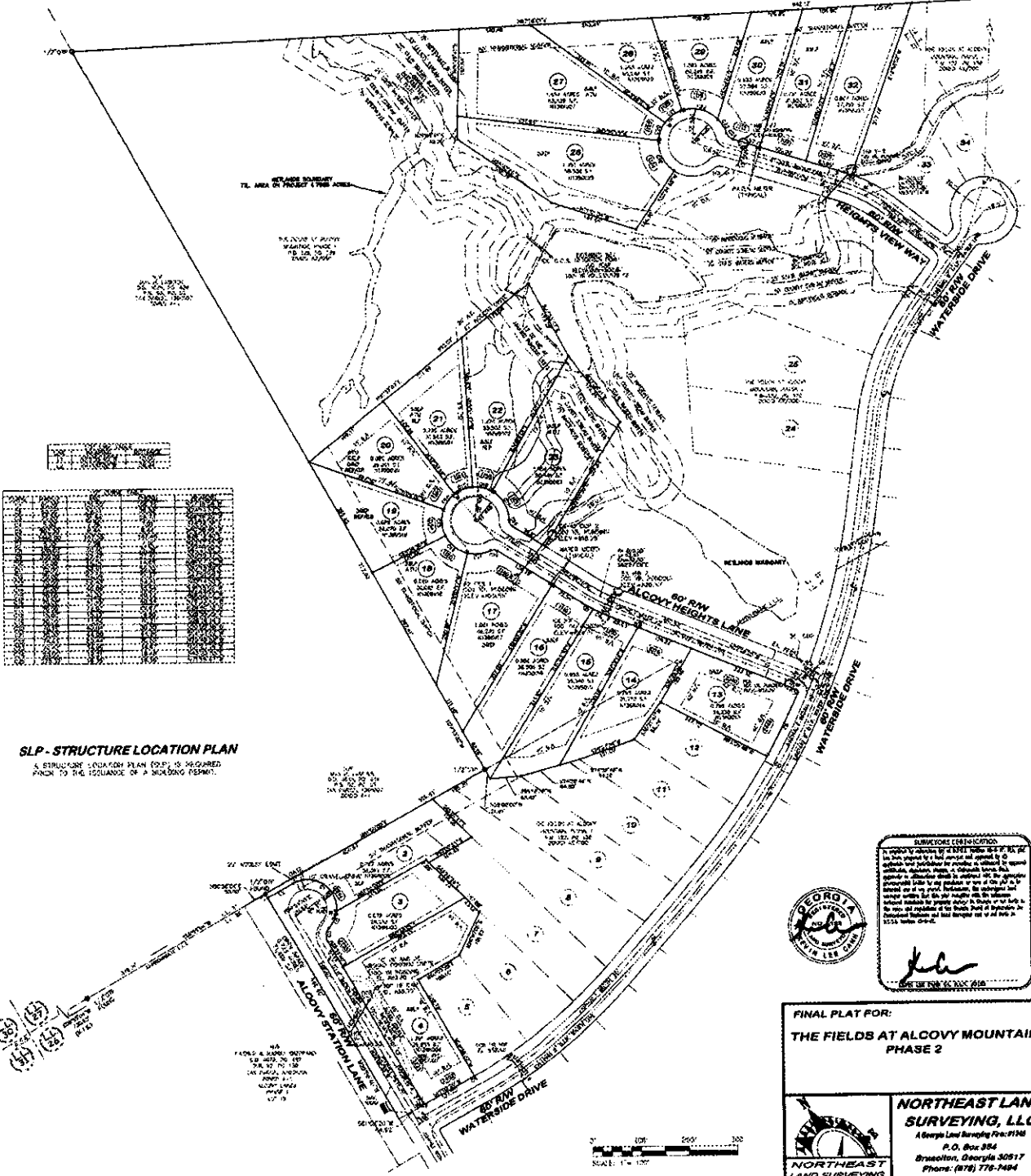
DRIVEWAY PIPE SIZING
MINIMUM PIPE SIZES FOR DRIVEWAYS

FOR DRIVEWAY WIDTH	MINIMUM PIPE SIZE	MINIMUM PIPE SIZE	MINIMUM PIPE SIZE	MINIMUM PIPE SIZE	MINIMUM PIPE SIZE	MINIMUM PIPE SIZE	MINIMUM PIPE SIZE
10-12	12"	12"	12"	12"	12"	12"	12"
12-14	14"	14"	14"	14"	14"	14"	14"
14-16	16"	16"	16"	16"	16"	16"	16"
16-18	18"	18"	18"	18"	18"	18"	18"
18-20	20"	20"	20"	20"	20"	20"	20"
20-22	22"	22"	22"	22"	22"	22"	22"
22-24	24"	24"	24"	24"	24"	24"	24"
24-26	26"	26"	26"	26"	26"	26"	26"
26-28	28"	28"	28"	28"	28"	28"	28"
28-30	30"	30"	30"	30"	30"	30"	30"
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32-34	34"	34"	34"	34"	34"	34"	34"
34-36	36"	36"	36"	36"	36"	36"	36"
36-38	38"	38"	38"	38"	38"	38"	38"
38-40	40"	40"	40"	40"	40"	40"	40"
40-42	42"	42"	42"	42"	42"	42"	42"
42-44	44"	44"	44"	44"	44"	44"	44"
44-46	46"	46"	46"	46"	46"	46"	46"
46-48	48"	48"	48"	48"	48"	48"	48"
48-50	50"	50"	50"	50"	50"	50"	50"
50-52	52"	52"	52"	52"	52"	52"	52"
52-54	54"	54"	54"	54"	54"	54"	54"
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70-72	72"	72"	72"	72"	72"	72"	72"
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82-84	84"	84"	84"	84"	84"	84"	84"
84-86	86"	86"	86"	86"	86"	86"	86"
86-88	88"	88"	88"	88"	88"	88"	88"
88-90	90"	90"	90"	90"	90"	90"	90"
90-92	92"	92"	92"	92"	92"	92"	92"
92-94	94"	94"	94"	94"	94"	94"	94"
94-96	96"	96"	96"	96"	96"	96"	96"
96-98	98"	98"	98"	98"	98"	98"	98"
98-100	100"	100"	100"	100"	100"	100"	100"

STRUCTURE 13: 047 1E 10 1042 37E
 ROW 14-1 1/2" 308.00 107000
 25 6-2 850.00 N/A 187400
 27 100 1-1/2" 850.00 187400
 28 100 1-1/2" 850.00 187400
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LEGEND

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- 99. DRIVEWAY
- 100. DRIVEWAY



SLP - STRUCTURE LOCATION PLAN
 A STRUCTURE LOCATION PLAN (SLP) IS PREPARED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

STRUCTURE SCHEDULE

NO.	TYPE	DESCRIPTION	DATE
1	DRIVEWAY	12" DIA. CONC. PIPE	10/1/14
2	DRIVEWAY	14" DIA. CONC. PIPE	10/1/14
3	DRIVEWAY	16" DIA. CONC. PIPE	10/1/14
4	DRIVEWAY	18" DIA. CONC. PIPE	10/1/14
5	DRIVEWAY	20" DIA. CONC. PIPE	10/1/14
6	DRIVEWAY	22" DIA. CONC. PIPE	10/1/14
7	DRIVEWAY	24" DIA. CONC. PIPE	10/1/14
8	DRIVEWAY	26" DIA. CONC. PIPE	10/1/14
9	DRIVEWAY	28" DIA. CONC. PIPE	10/1/14
10	DRIVEWAY	30" DIA. CONC. PIPE	10/1/14
11	DRIVEWAY	32" DIA. CONC. PIPE	10/1/14
12	DRIVEWAY	34" DIA. CONC. PIPE	10/1/14
13	DRIVEWAY	36" DIA. CONC. PIPE	10/1/14
14	DRIVEWAY	38" DIA. CONC. PIPE	10/1/14
15	DRIVEWAY	40" DIA. CONC. PIPE	10/1/14
16	DRIVEWAY	42" DIA. CONC. PIPE	10/1/14
17	DRIVEWAY	44" DIA. CONC. PIPE	10/1/14
18	DRIVEWAY	46" DIA. CONC. PIPE	10/1/14
19	DRIVEWAY	48" DIA. CONC. PIPE	10/1/14
20	DRIVEWAY	50" DIA. CONC. PIPE	10/1/14
21	DRIVEWAY	52" DIA. CONC. PIPE	10/1/14
22	DRIVEWAY	54" DIA. CONC. PIPE	10/1/14
23	DRIVEWAY	56" DIA. CONC. PIPE	10/1/14
24	DRIVEWAY	58" DIA. CONC. PIPE	10/1/14
25	DRIVEWAY	60" DIA. CONC. PIPE	10/1/14
26	DRIVEWAY	62" DIA. CONC. PIPE	10/1/14
27	DRIVEWAY	64" DIA. CONC. PIPE	10/1/14
28	DRIVEWAY	66" DIA. CONC. PIPE	10/1/14
29	DRIVEWAY	68" DIA. CONC. PIPE	10/1/14
30	DRIVEWAY	70" DIA. CONC. PIPE	10/1/14
31	DRIVEWAY	72" DIA. CONC. PIPE	10/1/14
32	DRIVEWAY	74" DIA. CONC. PIPE	10/1/14
33	DRIVEWAY	76" DIA. CONC. PIPE	10/1/14
34	DRIVEWAY	78" DIA. CONC. PIPE	10/1/14
35	DRIVEWAY	80" DIA. CONC. PIPE	10/1/14
36	DRIVEWAY	82" DIA. CONC. PIPE	10/1/14
37	DRIVEWAY	84" DIA. CONC. PIPE	10/1/14
38	DRIVEWAY	86" DIA. CONC. PIPE	10/1/14
39	DRIVEWAY	88" DIA. CONC. PIPE	10/1/14
40	DRIVEWAY	90" DIA. CONC. PIPE	10/1/14
41	DRIVEWAY	92" DIA. CONC. PIPE	10/1/14
42	DRIVEWAY	94" DIA. CONC. PIPE	10/1/14
43	DRIVEWAY	96" DIA. CONC. PIPE	10/1/14
44	DRIVEWAY	98" DIA. CONC. PIPE	10/1/14
45	DRIVEWAY	100" DIA. CONC. PIPE	10/1/14

SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly licensed Surveyor in the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations upon which this plan is based, and that the same conform to the requirements of the Georgia Surveying Act of 1917, as amended.

[Signature]

DATE OF THIS CERTIFICATE: 10/1/14

GEORGIA
 SURVEYOR
[Seal]

FINAL PLAN FOR:
THE FIELDS AT ALCOY MOUNTAIN
PHASE 2

NORTHEAST LAND SURVEYING, LLC
 A Georgia Land Surveying Firm: #1148
 P.O. Box 384
 Braselton, Georgia 30517
 Phone: (878) 776-7494

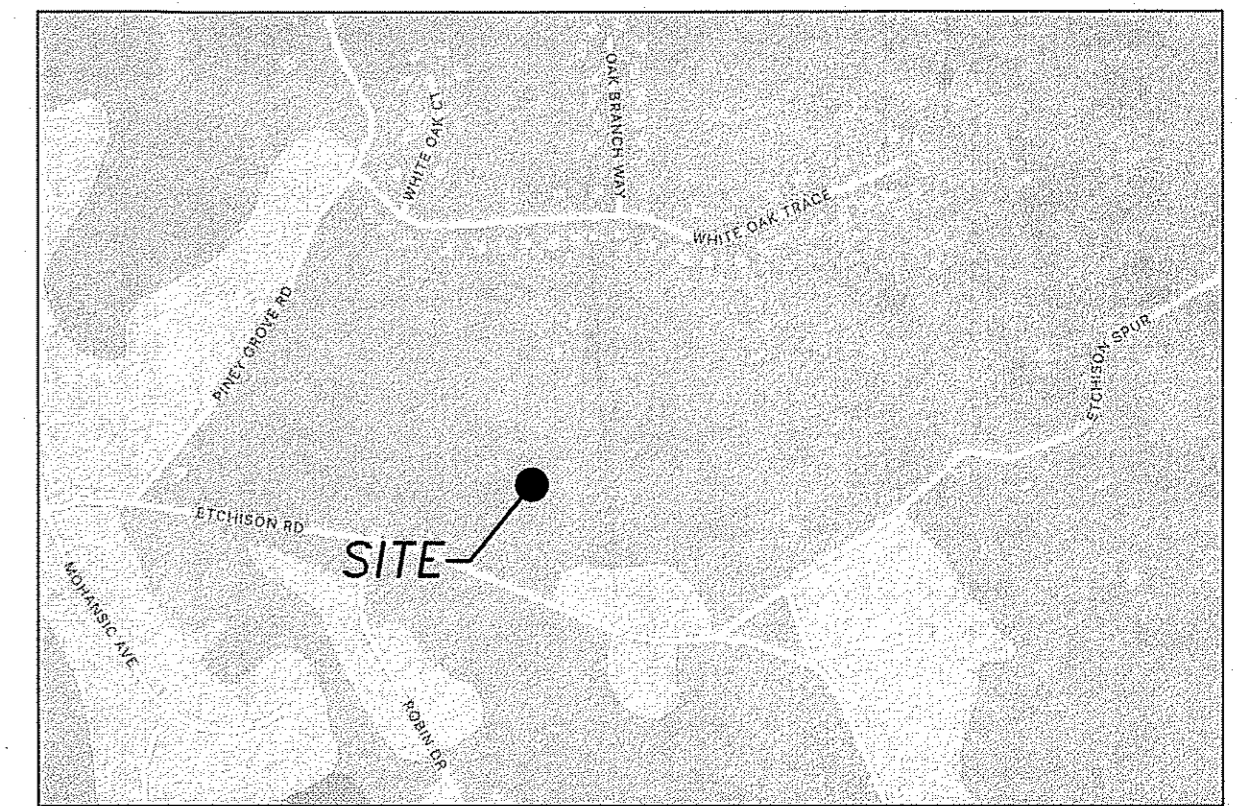
NORTHEAST LAND SURVEYING

NO.	REVISION	DATE	BY	CHKD.	SCALE
1	ISSUED AT ALCOY MOUNTAIN	10/1/14	JLS	MS	1"=100'
2	REVISED				
3					
4					

2 OF 3
 21026

FINAL PLAT FOR: RED OAK RIDGE PHASE 1

LOCATED IN LAND LOTS 31 & 38 OF THE
4TH DISTRICT, WALTON COUNTY, GEORGIA
PARENT TAX PARCELS C0600073C00, C0600024 & C0600028
OVERALL VIEW (N.T.S.)

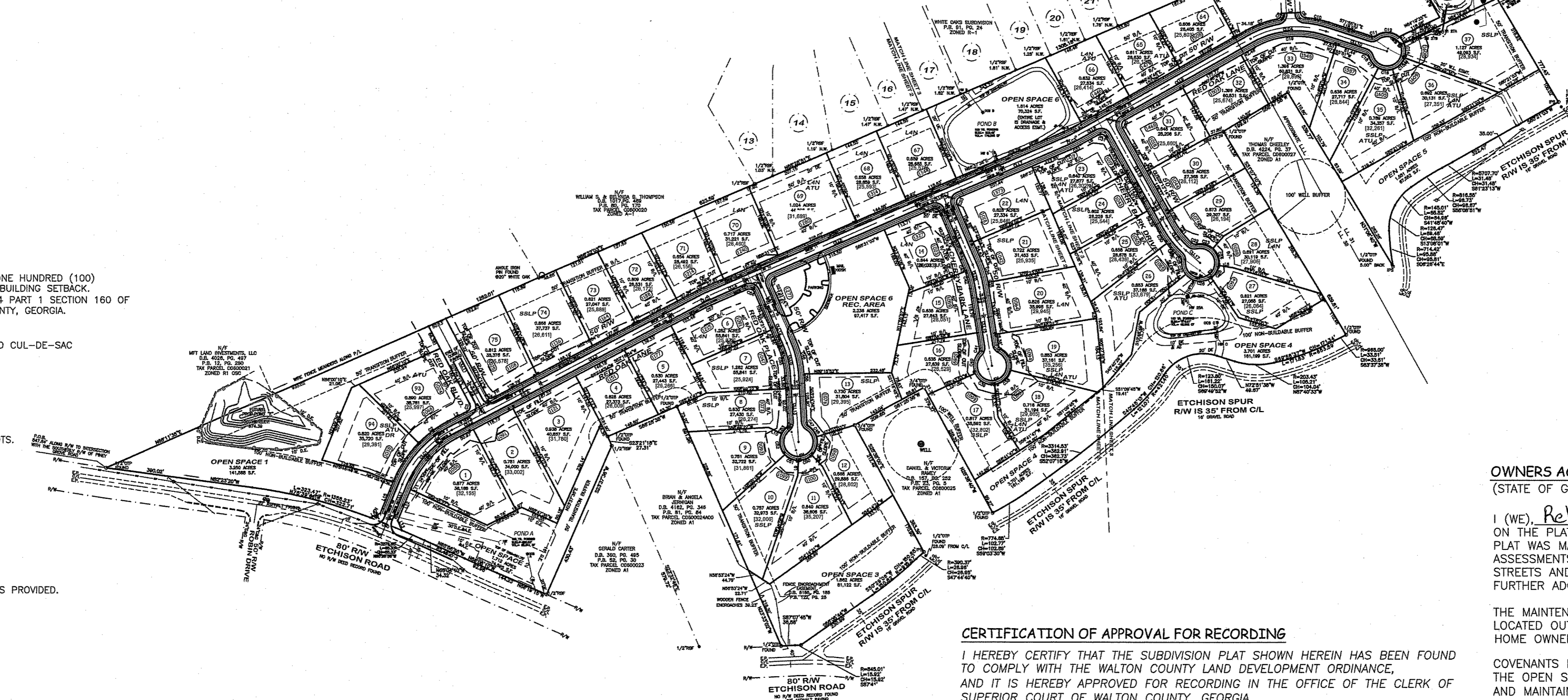


VICINITY MAP
N.T.S.

LEGEND

CL=	BUILDING LINE
CL-1	CENTERLINE
CL-2	CORNER & OFFSET
CL-3	CONCRETE FOUNDATION
CL-4	CONCRETE FOUNDATION
CL-5	CONCRETE FOUNDATION
CL-6	CONCRETE FOUNDATION
CL-7	CONCRETE FOUNDATION
CL-8	CONCRETE FOUNDATION
CL-9	CONCRETE FOUNDATION
CL-10	CONCRETE FOUNDATION
CL-11	CONCRETE FOUNDATION
CL-12	CONCRETE FOUNDATION
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CL-96	CONCRETE FOUNDATION
CL-97	CONCRETE FOUNDATION
CL-98	CONCRETE FOUNDATION
CL-99	CONCRETE FOUNDATION
CL-100	CONCRETE FOUNDATION

- GENERAL NOTES:**
- DEVELOPMENT TO BE SINGLE FAMILY RESIDENCE WITH A MINIMUM LOT SIZE = 25,500 S.F.
 - MINIMUM FLOOR AREA = 1800 S.F.
 - WATER TO BE PROVIDED BY WALTON COUNTY WATER DEPT.
 - SEWAGE DISPOSAL BY INDIVIDUAL SEPTIC TANK SYSTEMS DESIGNED TO MEET THE MIN. SPECS. OF THE STATE DEPT. OF HEALTH. SANITARY SEWER IS NOT AVAILABLE.
 - ELECTRICITY PROVIDED BY WALTON E.M.C.
 - MAXIMUM BUILDING HEIGHT = 35 FT.
 - MINIMUM FRONTAGE SHALL BE NOT LESS THAN ONE HUNDRED (100) FEET, EXCEPT LOTS LOCATED ENTIRELY ON A TURNAROUND AREA AT THE END OF A CUL-DE-SAC SHALL HAVE A MINIMUM OF FORTY (40) FEET OF STREET FRONTAGE. THE WIDTH OF THE LOT SHALL BE AT LEAST ONE HUNDRED (100) FEET. EXCEPT CUL-DE-SAC LOTS SHALL HAVE A LOT WIDTH OF FIFTY (50) FEET AT THE REQUIRED BUILDING SETBACK.
 - PROPERTY IS ZONED R-1/OSDC WP-1 OVERLAY PER ARTICLE 4, PART 2, SECTION 120 AND ARTICLE 4 PART 1 SECTION 160 OF THE COMPREHENSIVE LAND DEVELOPMENT ORDINANCE AND SUBDIVISION REGULATIONS FOR WALTON COUNTY, GEORGIA. PROPERTY WAS REZONED PER CASE # Z04100012, WITH THE FOLLOWING CONDITIONS:
 - DEVELOPMENT SHALL HAVE A COMMERCIAL QUALITY PLAYGROUND
 - IF THE DEVELOPMENT HAS AN ENTRANCE OFF ETCHISON SPUR, THAT IT COME OUT OF THE SECOND CUL-DE-SAC
 - BRICK OR ROCK ACCENTS ON HOUSES
 - ALL INDIVIDUAL LOTS ARE SUBJECT TO THE APPROVAL FROM THE ENVIRONMENTAL HEALTH DEPARTMENT FOR SEPTIC SYSTEMS.
 - 1/2" REAR PINS SET AT ALL PROPERTY CORNERS, UNLESS OTHERWISE NOTED HEREON.
 - NO EXISTING OR PROPOSED INERT WASTE BURY PITS ARE LOCATED ON THE SITE.
 - EXCEPT AS SHOWN HEREON, THERE ARE NO KNOWN WELLS WITHIN 100' OF THE PROPERTY LINES.
 - SETBACKS: 40' FRONT, 10' SIDE, 40' REAR, 50' TRANSITIONAL BUFFER ALONG REAR OF EXTERIOR LOTS.
 - BOUNDARY SURVEY PREPARED BY NORTHEAST LAND SURVEYING, LLC, DATED 11/15/21.
 - THERE ARE NO KNOWN CEMETERIES OR OTHER SIGNIFICANT OR HISTORICAL AREAS ON THE SITE.
 - STREET LIGHTS ARE PROPOSED FOR THIS PROJECT.
 - A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY F.I.R.M. PANEL NO. 13297C 0105 E DATED 12/08/16.
 - HANDICAP RAMP REQUIRED AT ALL SIDEWALK CROSSINGS.
 - SIDEWALKS ARE TO BE INSTALLED ALONG BOTH SIDES OF INTERIOR STREETS.
 - THE RECEIVING WATERS FOR THIS SITE IS ALCOVY RIVER, MAPLE CREEK AND BAY CREEK.
 - ALL STREAM BUFFERS AND GREENWAYS ARE DELINEATED FROM THE TOP OF BANKS.
 - NO WETLANDS HAVE BEEN DELINEATED ON THIS PROPERTY.
 - 10' DRAINAGE EASEMENT ALONG ALL PROPERTY LINES.
 - INDIVIDUAL LOT BUILDERS ARE RESPONSIBLE FOR DIRECTING LOT RUNOFF TO THE DRAINAGE FACILITIES PROVIDED.
 - INSPECTIONS OF THE FUNCTIONALITY OF THE STORMWATER MANAGEMENT FACILITIES ARE THE RESPONSIBILITY OF THE HOMEOWNERS/PROPERTY OWNER'S ASSOCIATION PER THE STORMWATER BMP MAINTENANCE AGREEMENT.
 - TOTAL ACREAGE = 61.042 ACRES
 - TOTAL NUMBER OF LOTS = 51
 - DENSITY = 1.20 ACRE/LOTS
 - OPEN SPACE REQUIRED = 15 AC.
 - OPEN SPACE PROVIDED = 15.926 AC.
 - MINIMUM LOT AREA 25,500 S.F.
 - 20' DRAINAGE EASEMENT ALONG ALL NATURAL DRAINS AND SWALES.
 - IT WILL BE THE RESPONSIBILITY OF THE MANDATORY HOMEOWNER'S ASSOCIATION TO MAINTAIN STORM WATER MANAGEMENT SYSTEMS NOT IN THE RIGHT-OF-WAY (DETENTION FACILITIES, STORM DRAINS, DITCHES, ETC.), OPEN SPACES AND OTHER COMMON AREAS.
 - THE SUBJECT PROPERTY IS LOCATED IN ALCOVY RIVER WP-1.



CERTIFICATE OF WATER PROVIDER
THE WATER SYSTEM HAS BEEN INSTALLED TO OUR CURRENT STANDARDS AND WILL BE MAINTAINED BY OUR EMPLOYEES.

[Signature] 12/8/22
CHAIRMAN, WALTON COUNTY WATER AND SEWER AUTHORITY DATE

OWNERS ACKNOWLEDGEMENT OF DEDICATION OF PUBLIC STREETS
(STATE OF GEORGIA) (COUNTY OF WALTON)

I (WE), Reliant Homes GA, LLC, THE OWNER(S) OF THE LAND SHOWN ON THE PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND THAT ALL COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID. I (WE) HEREBY CONVEY ALL STREETS AND RIGHTS-OF-WAY SHOWN HEREON IN FEE SIMPLE TO WALTON COUNTY AND FURTHER ADOPT THIS PLAN OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING SETBACKS.

THE MAINTENANCE OF ALL STORM WATER MANAGEMENT AND DRAINAGE FACILITIES LOCATED OUTSIDE OF THE DEDICATED RIGHTS-OF-WAY WILL BE THE RESPONSIBILITY OF THE HOME OWNER'S ASSOCIATION.

COVENANTS FOR THIS SUBDIVISION HAVE BEEN RECORDED IN DEED BOOK 5081 PAGE 413-469 THE OPEN SPACE AND ANY OTHER COMMON AREAS OF THIS SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

STORM WATER MAINTENANCE AGREEMENT RECORDED IN DEED BOOK 5108 PAGE 149-151

[Signature] 12-6-2022
OWNER DATE

CERTIFICATION OF APPROVAL FOR RECORDING

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

[Signature] 12-17-22
DIRECTOR, WALTON COUNTY PLANNING & DEVELOPMENT DEPT.

FINAL SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST OR ARE MARKED AS "FUTURE", AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN, AND THAT THE VERTICAL AND HORIZONTAL ALIGNMENT OF THE ROAD OR ROADS SHOWN HEREON ARE IN COMPLIANCE WITH THE WALTON COUNTY LAND DEVELOPMENT ORDINANCE.

[Signature]
REGISTERED GEORGIA LAND SURVEYOR

REG. NO.: 3123 DATE OF EXPIRATION: 12-31-22

CERTIFICATE OF WALTON COUNTY FIRE DEPARTMENT
THE WATER SYSTEM HAS BEEN INSTALLED. FIRE HYDRANTS HAVE BEEN INSTALLED ACCORDING TO COUNTY REGULATIONS.

[Signature] 12-8-22
WALTON COUNTY FIRE DEPARTMENT DATE

CERTIFICATION OF HEALTH DEPARTMENT

THE LOTS SHOWN HEREON HAVE BEEN REVIEWED BY THE WALTON COUNTY HEALTH DEPARTMENT AS NOTED ON EACH LOT OF THE PLAT AND PLAT LEGEND. THIS REVIEW WAS PERFORMED BASED ON INFORMATION SUBMITTED BY OTHER PROFESSIONALS AND ANY SUPPLEMENTARY INFORMATION PROVIDED THEREIN. EACH LOT MUST BE REVIEWED AND APPROVED FOR ON-SITE SEWAGE MANAGEMENT SYSTEM PLACEMENT PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT.

DATED THIS 7 DAY OF DECEMBER, 2022

TITLE ETCHISON
BY [Signature]

SIGHT CERTIFICATION

I, the undersigned, hereby certify that the proposed street(s) for the RED OAK RIDGE PHASE 1 project is/are designed with adequate corner sight distance for each street which approaches a street in an equal or higher street category. The regulated speed limit is 45 mph. The sight distance is 450 feet in the NORTHERLY direction and 450 feet in the SOUTHERLY direction. The minimum corner sight distance from the approaching street is equal to or exceeds 10 times the regulated speed of the intersection street, as measured from the center of the approaching street in both directions along the right of way line of the intersecting street. The sight distance provides clear visibility of an object 4.25 feet above the intersecting street viewed from the centerline of the approaching street measured 10 feet from the edge of pavement of the intersecting street, at a height of 3.5 feet above the ground.

Interior street are designed with adequate corner sight distance for local streets (25 mph). Sight distance exceeds 250 feet for interior streets in each direction.

[Signature]
Signed and sealed

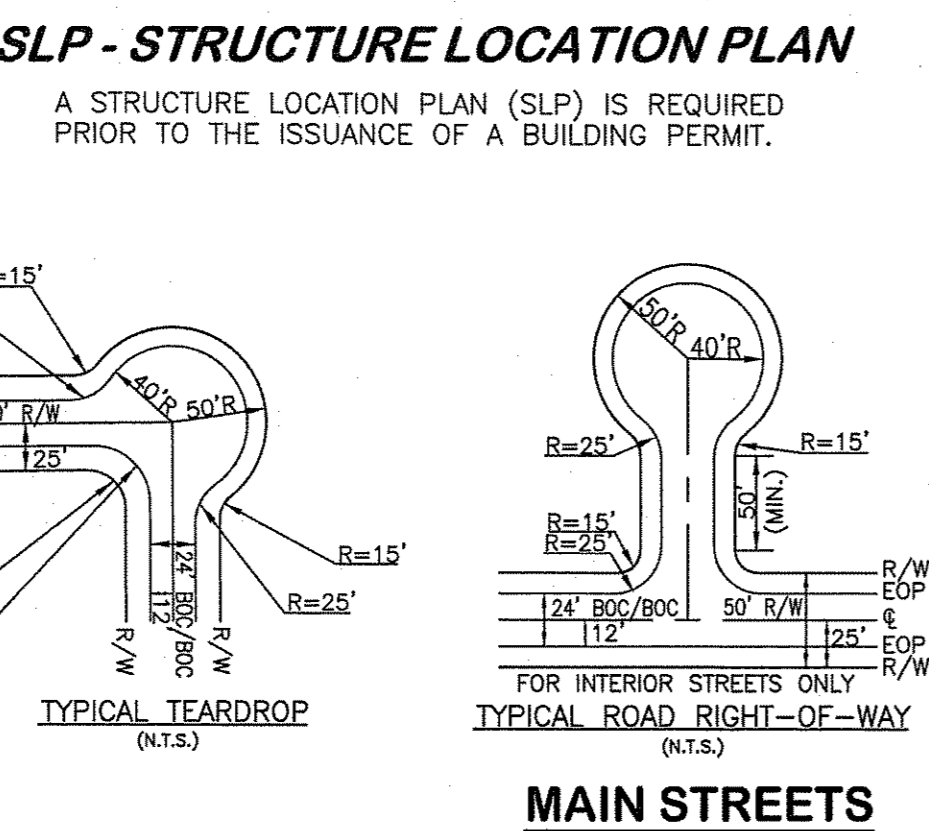
ENVIRONMENTAL HEALTH DEPARTMENT LEGEND:

SSLP "SEPTIC SYSTEM LOCATION PLAN" - A SEPTIC SYSTEM LOCATION PLAN DRAWN IN ACCORDANCE WITH THE REQUIREMENTS GIVEN IN THE "SEPTIC SYSTEM LOCATION PLAN CHECKLIST" IS NEEDED FOR THIS LOT. SSLP'S ARE REQUIRED DUE TO SPATIAL CONSTRAINTS.

ATU "AEROBIC TREATMENT UNIT" - AN AEROBIC TREATMENT UNIT OR OTHER MECHANISM TO PROVIDE FOR CLASS I EFFLUENT SYSTEM MAY BE REQUIRED IF DEPTH TO IMPERVIOUS LAYER IS LESS THAN 24 INCHES.

DR "DRIP EMITTER SYSTEM" - A DRIP EMITTER SYSTEM MAY BE REQUIRED ON THIS LOT ALONG WITH ALL PERTINENT INFORMATION SPECIFIC TO DRIP SYSTEMS

L4N "LEVEL IV SOIL REPORT NEEDED" - A LEVEL IV SOIL REPORT WILL BE NEEDED PRIOR TO ISSUANCE OF A SEPTIC PERMIT ON THIS LOT.



ENGINEER'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS SUBDIVISION HAS BEEN CONSTRUCTED ACCORDING TO THE CONSTRUCTION PLANS AND SPECIFICATIONS APPROVED BY WALTON COUNTY, INCLUDING THE ENTIRE STORM WATER DRAINAGE SYSTEM (STORM DRAIN PIPES AND STRUCTURES, DETENTION FACILITIES, PONDS, DAMS, DITCHES, ETC.).

[Signature]
REGISTERED GEORGIA PROFESSIONAL ENGINEER

REG. NO.: 28445 DATE OF EXPIRATION:

OWNER/DEVELOPER:
RELIANT HOMES GA, LLC
P.O. BOX 2655
LOGANVILLE, GA 30052
PHONE: (770) 715-2800
CONTACT: NED BUTLER

ENGINEER:
SULLINS ENGINEERING, LLC
1380 IVYWOOD DRIVE
ATHENS, GEORGIA 30606
PHONE: (678) 687-6219
CONTACT: MATT SULLINS

CLOSURE STATEMENT

A TRIANGLE SB ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 30,102 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,000,000+ FEET.



SURVEYORS CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 16-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 16-6-67.

[Signature]
KEVIN LEE CANN GA, R.L.S. #9188

FINAL PLAT FOR:

RED OAK RIDGE PHASE 1

NORTHEAST LAND SURVEYING, LLC
A Georgia Land Surveying Firm: #1240
P.O. Box 384
Braselton, Georgia 30517
Phone: (678) 776-7494

NORTHEAST LAND SURVEYING

No.	REVISION	DATE
1		
2		
3		
4		
5		

Project Name: **RED OAK RIDGE PHASE 1**
Project Address: **ETCHISON ROAD**
Land Lot No(s): **31 & 38** District: **4TH**
City: **WALTON, GEORGIA** State: **WALTON, GEORGIA**

DRAWN: **CDN**
CHECKED: **KLC**
DATE OF FIELD WORK: **05/09/22**
DATE: **11/18/22**

SCALE: **1"=100'**
SHEET: **1 OF 3**
PROJECT NO.: **20122**

1. THE HEALTH DEPARTMENT REVIEW WAS BASED ON TYPICAL 3 OR 4 BEDROOM HOMES WITH AVERAGE APPURTENANCES AND A FOOTPRINT OF 2400 SQUARE FEET OR LESS (HEATED AND UNHEATED SPACE). IF THE HOME IS TO BE LARGER, OR IF EXCESSIVE GRADING OR FILLING IS REQUIRED TO FORM THE HOME FOUNDATION, ADDITIONAL INFORMATION WILL BE REQUIRED AND A LARGER LOT SIZE MAY BE REQUIRED.

All that tract or parcel of land lying and being in Land Lots 31 and 38, 4th District, Walton County, Georgia, and being designated as the 50' R/W of Red Oak Lane, Red Oak Place, Cherry Bark Lane, and Cherry Bark Drive and the R/W of any cul-de-sac attached thereto, of Red Oak Ridge Subdivision, Phase 1, as per plat recorded at Plat Book_, pages __, Walton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

ALSO;

All that tract or parcel of land lying and being in Land Lots 31 and 38, 4th District, Walton County, Georgia and designated as "Etchison Spur R/W being 35' From C/L" on that recorded Final Plat for Red Oak Ridge Subdivision, Phase 1, recorded in Plat Book_, Pages _____, Walton County, Georgia records, said plat being incorporated herein by this reference and made a part of this description.



Charles M. Ferguson, Jr.
Email: cferguson@atkinsonferguson.com

ATTORNEYS AT LAW
118 COURT STREET
MONROE, GA 30655

p (770) 267-3000
atkinsonferguson.com

January 9, 2023

VIA HAND DELIVERY

David Thompson, Chairman
Walton County Board of Commissioners
111 S. Broad Street
Monroe, GA 30655

**Re: Renewal of Legal Services Agreement between Atkinson Ferguson, LLC and
Walton County Board of Commissioners**

Dear Chairman Thompson:

Per our recent conversations, this letter is intended to serve as a renewal of the Legal Services Agreement ("Agreement") between our firm and the Walton County Board of Commissioners. This Agreement is intended to govern the period from January 1, 2023 through December 31, 2023. The terms of this Agreement shall be the same as those set forth in our letter dated January 27, 2021, which letter is incorporated herein by reference. We understand that this Agreement will be presented to the Board of Commissioners for approval in connection with our firm's reappointment as County Attorney at the January 10, 2023 meeting.

Thank you and the Board of Commissioners for the continued opportunity to serve the County.

Best regards,

ATKINSON | FERGUSON, LLC

A handwritten signature in blue ink that reads "Charles M. Ferguson, Jr." in a cursive script.

Charles M. Ferguson, Jr.

Agreed to by:

Walton County Board of Commissioners

By: _____
David Thompson
Chairman

Attest: _____
Rhonda Hawk
County Clerk

[COUNTY SEAL]

December 6, 2022

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, December 6, 2022 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, Planning Director Charna Parker, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Banks made a motion to adopt the agenda. Commissioner Shelnett seconded the motion. The motion carried unanimously.

FINANCE

Request for Joint Funding - Gang/Violent Crime Prosecutor

District Attorney Randy McGinley presented the Board with a request to partially fund a Gang/Violet Crime Prosecutor. The position is to be shared with Newton County, the City of Covington and the City of Monroe. The County’s portion would be 25% or approximately \$30,000.

Motion: Commissioner Dixon made a motion, seconded by Commissioner Bradford to approve the request contingent upon all entities agreeing to the funding. All voted in favor.

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendation.

Approval with conditions - Z22090001 - Rezone 92.012 acres from A1 to R1OSC - Applicant/Owner: Reliant Homes GA LLC - Property located at Broadnax Mill Rd./Marce Camp Rd. - Map/Parcel C0480050 & 0053–District 1 (tabled on 11/1/2022)

Chairman Thompson opened the public hearing on the matter. Ned Butler of Reliant Homes spoke in favor of the rezone. He stated that the site plan was revised by moving the entrance and adding additional landscape buffers. Carole Billue of Marce Camp Road expressed traffic concerns in the area. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Warren made a motion to approve the Planning Commission recommendation with the amended site plan. Commissioner Banks seconded the motion. Commissioners Warren, Banks, Bradford, Adams and Dixon voted in favor. Commissioner Shelnuttt abstained from voting. The motion carried 5-1.

Approval of Z22100002 - 3.79 acres from A1 to R1 to create a 1.2 acre buildable lot - Applicant/Owner: Mary Alexander - Property located at 2057 Bomac Ct. - Map/Parcel C0510123 - District 2

Chairman Thompson opened the public hearing on the matter. Mary Alexander spoke in favor of the rezone. There was no opposition present. Chairman Thompson closed the public hearing on the matter.

Motion: Commissioner Banks made a motion, seconded by Commissioner Shelnuttt to approve the rezone. All voted in favor.

PLANNING & DEVELOPMENT

Annexations – City of Loganville

- 1) Applicant Split Silk Properties, LLC - 5.84 acres located at 4900 Hwy. 78, Loganville, 2) Applicant Mark Myers - 2.5+/- acres located at 4706 Hwy. 81, Loganville 3) Applicant Mark Myers - 10.0+/- acres located at 4746 Hwy. 81, Loganville

Motion: Commissioner Warren made a motion, seconded by Commissioner Banks to approve the annexations. All voted in favor.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of November 1, 2022 and November 8, 2022 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$5000 or Greater
- 3. Declaration of Surplus Property
- 4. Acceptance of Funding - VOCA Grants
- 5. Proposed FY24 Budget Calendar
- 6. Acceptance of Donation - Barrelle Roofing - Community Night Out
- 7. Agreement - Southeast Corrections, LLC - Magistrate Court
- 8. Agreement - Southeast Corrections, LLC - Probate Court
- 9. Acceptance of Right of Way - Bearden Road and Frank Camp Road

Motion: Commissioner Adams made a motion to approve the Administrative Consent Agenda. Commissioner Dixon seconded the motion and all voted in favor.

HUMAN RESOURCES

Recommendation from Condrey & Associates

The Board discussed the recommendation from Condrey & Associates to adjust the County employee pay scale by 6% in addition to tier increases and in the future look at increases based on needs for certain positions that are not being filled.

Motion: Chairman Thompson made a motion to approve the recommended 6% increase to the pay scale with tier increases of 1-2 tiers for the department heads based on years of service. Commissioner Banks seconded the motion. Commissioner Dixon questioned if this would apply to the County Manager since he is under contract. Chairman Thompson stated that he would be included. Chairman Thompson, Commissioners Banks, Shelnutt, Bradford, Adams and Dixon voted in favor. Commissioner Warren opposed the motion. The motion carried 6-1.

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update on county matters to the Board.

Changing Enabling Legislation:

- 1) Changes to Part-time Chairman - Salary - Vehicle
- 2) Change Authority to Purchase/Contract to \$25,000 (currently \$5000)

Motion: Chairman Thompson made a motion to request a change to the enabling legislation for a part-time Chairman with an annual salary of \$30,000, with no vehicle, effective in 2025 and to change the authority to purchase from \$5000 to \$25,000. He also motioned for counsel to draw up the new language to be presented to our legislative representative for approval. Commissioner Warren seconded the motion. Chairman Thompson, Commissioners Warren, Banks, Shelnutt, Adams and Dixon voted in favor. Commissioner Bradford opposed the motion. The motion carried 6-1.

Walton Co. Ethics Policy and Code of Conduct

Motion: Commissioner Banks made a motion to adopt the Walton County Ethics Policy and Code of Conduct. Commissioner Shelnutt seconded the motion; voted and carried unanimously.

Possible acceptance of LOST Agreement and Resolution

Chairman Thompson announced that an agreement had been reached with the cities for the County to receive 70% and the Cities to receive 30% of LOST funds. He requested approval and authority to sign the certificate and resolution.

Motion: Commissioner Banks made a motion to adopt the Resolution and approve the 70/30 agreement giving the Chairman the authority to sign the necessary documents. Commissioner Adams seconded the motion and all voted in favor.

ADJOURNMENT

Motion: Commissioner Adams made a motion, seconded by Commissioner Banks, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:53 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

Department	Fund	Description	Payee	Amount
Budget Year FY 23				

Various

Various		Replenish Funds in Worker's Comp Trust - November 2022 - For the Record	Walton County BOC	\$14,654.00
Various		Replenish Funds in Worker's Comp Trust - January 2023 - For the Record	Walton County BOC	\$208,600.00

Other Finance

9610	610	Monthly Guarantee Fee - December 2022 - For the Record	Veracity Benefits	\$6,984.00
	610	Replenish Funds in Health Benefits Trust - For the Record	Walton County Health Benefits Trust	\$500,000.00

Board of Commissioners

1110	100	Annual Renewal for CiviPlus Subscription	CivicPlus, LLC	\$8,244.77
	100	Lobbying Services - December 2022	Holland & Knight, LLP	\$17,500.00

Elections

1401	100	Ryder and Penske Truck Rental - 11/6/2022 for General Election	Synovus	\$5,753.95
	100	Ryder and Penske Truck Rental - 12/6/2022 Runoff Election - For the Record	Synovus	\$5,658.79
	100	Temp Payroll & Saturday Voting Payroll 12/6/2022 - General Runoff	Chase Staffing	\$5,073.18
	100	Blank Ballot Stock	Dominion Voting	\$10,017.84
	100	Temp and Early Voting Payroll 12/4/22 and General Runoff 12/6/2022	Chase Staffing	\$29,727.59
	100	Temp and Election Day Payroll 12/6/2022 General Runoff	Chase Staffing	\$41,081.59
	100	Absentee/Emergency/Provisional Ballots - 12/06/2022 Runoff	Tattnall Ballot Solutions	\$6,032.04

Finance Administration

1510	100	GASB 75 Report OPEB Plan Ending 06/30/2022	CBIZ Inc	\$10,600.00
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Data Processing/MIS

1535	100	Laserfiche Annual Renewal 1/29/2023 - 1/28/2024	MCCI	\$16,885.85
	100	Central Square Annual Renewal	SHI International Corp	\$43,612.45
	100	Sonicwall TZ370 (15)	Sourthern Computer Warehouse, Inc	\$8,892.60
	100	Desktop PC Value H610M (20)	Byte Speed LLC	\$16,500.00
Data Processing/MIS - SPLOST				
1535.19	100	HPE Proliant DL360 Servers (4)	SHI International Corp	\$29,538.00
	100	HPE Proliant DL360 Server Memory (88)	SHI International Corp	\$9,162.56
GIS				
1537	100	Consulting and Parcel maintenance with CUVA/FLPA	GIS1, LLC	\$6,763.00
Risk Management				
1555	100	Claim#23-22 S.O. Hill-Mowell	Sky Collision	\$6,025.30
	100	Claim#23-36 S.O. Frazier-Bostwick	Sky Collision	\$10,440.76
Gen Gov BLDGS				
1565	100	Materials for the Social Circle Senior Center	Home Depot	\$5,000.00
Judicial BLDG - SPLOST 2013				
1565.13	322	Sidewalk job for the Employee Health Clinic	Atlanta's Best Concrete, Inc.	\$48,985.00
Jail				
3325	100	Monitoring and Activation for Ankle Monitoring -November 2022	Joe Ray Bonding	\$12,940.50
	100	Inmate Meals 11/6/2022 - 11/30/2022	Kimbles Food's	\$61,878.63
	100	Inmate Medical - February 2023	Correct Health	\$111,298.55
	100	Inmate Medical (Labor Variance) - July 2022	Correct Health	\$55,882.78
	100	Inmate Medical (Labor Variance) - August 2022	Correct Health	\$33,360.79
	100	Specialty Care Expense Overage for Inmate Medical	Correct Health	\$36,818.31
	100	Specialty Care Expense Overage for Inmate Medical Specialty Care Expense Overage for Inmate Medical	Correct Health	\$36,818.31
	100	Housed out Inmates - October & November 2022	Washington County BOC	\$21,945.00

Sheriff

	3300	100	Physicals for Employment	Piedmont Healthcare, Inc	\$6,030.00
		100	Viewboard 4k Ultra HD for 86 inch - Range Training Building	SHI International Corp	\$5,395.02
		100	Service Agreements for Software 4/1/2023 - 3/31/2024	Power DMS, Inc.	\$13,219.82
Sheriff Youth Program Fund					
	3332	252	Champ T-Shirts - Drug Education Grant	Render Ad Service, LLC	\$6,343.16
Fire					
	3520.270	270	Annual Subscription for Fire Package, CAD Link & Google Maps	ESO Solutions	\$9,810.00
EMS					
	3610	531	Ambulance Billing -November 2022	Emergency Billing, LLC	\$21,340.96
Roadways & Walkways					
	4220	100	Hanson Gab Crusher Run - Various Roads	Hanson Aggregates	\$30,000.00
Traffic Engineering					
	4270	100	Restriped County Roads	Peek Pavement Markings	\$58,853.10
		100	Guardrail Repair - Centerville/Rosebud Rd	Martin Robbins Fence	\$9,654.00
		100	Guardrail Repair - Ammons Bridge	Martin Robbins Fence	\$9,654.00
Traffic Engineering - SPLOST					
	4270.19	323	Paved New Road - Bearden Rd.	Peek Pavement Markings	\$9,510.00
		323	Paved New Road - Sandy Creek Rd	Peek Pavement Markings	\$12,215.80
		323	Restriped County Roads (Various)	Peek Pavement Markings	\$29,983.23
Hard Labor Creek					
	4405	508	Professional Services - November 1, 2022 thru November 30, 2022 - <i>For the Record</i>	Atkinson Ferguson, LLC	\$1,145.00
		508	Professional Services - O&M - <i>For the Record</i>	Precision Planning	\$1,486.25
		508	Professional Services - O&M - <i>For the Record</i>	Nelson Environmental	\$2,066.25
		508	Professional Services - O&M - <i>For the Record</i>	Nelson Environmental	\$8,776.25
		508	Professional Services - O&M - <i>For the Record</i>	Nelson Environmental	\$8,330.00
		508	Professional Services - O&M - <i>For the Record</i>	U.S. Geological Survey	\$15,100.00
		508	Professional Services - O&M - <i>For the Record</i>	Southern Land Clearing, LLC	\$26,890.00
HLC Water Treatment Facility					
	4430	504	Professional Engineering Services - Bill thru November 30, 2022 - <i>For the Record</i>	Precision Planning, Inc	\$8,497.50

	504	Professional Engineering Services - October 1, 2022 - October 28, 2022 - For the Record	Jacobs Engineering	\$8,921.60
	504	Public Notice - For the Record	The Walton Tribune	\$30.00
	504	Professional Engineering Services - November 1, 2022 thru November 25, 2022 - For the Record	Jacobs Engineering	\$4,350.25
	504	Professional Engineering Services - October 29,2022 thru November 25, 2022 - For the Record	Jacobs Engineering	\$5,932.57
Water				
	4446	507 Gasoline & Diesesl Purchases	Stephens OilCompany,	\$5,510.22
		507 Water Testing Fees - UCMR5 Testing Proposal	Microbac Laboratories, Inc	\$6,822.00
		507 Gasoline & Diesesl Purchases	Stephens OilCompany,	\$8,086.64
		507 Outsourcing and Postage for Bills	Arista Information Systems, Inc	\$9,814.55
		507 Water, Testing	Cornish Creek Water Fund	202,612.00
		507 Tank Service for Various County Roads	Utility Service Co	11,003.77
		507 Intergovernmental Agreement for Sewerage Fees	City of Walnut Grove	5,864.69
Solid Waste				
	4530	540 Tipping Fees - November	City of Monroe Public Works	\$12,785.44
Heavy Equip - SPLOST 2019				
	4900.19	323 Installation of Harrington 3 ton Crane	Engineered Systems, Inc.	\$10,927.00
Recreation Programs				
	6130	100 Baseball/Softball/T-Ball Jersey's Spring 2023 (1500)	Scotteez Spiritwear & Graphics	\$20,250.00
		100 Replica Hats (1870)	Scotteez Spiritwear & Graphics	\$15,427.50
		100 Soccer Uniforms (400)	Go Sports USA, Inc.	\$11,000.00
Park Areas - SPLOST				
	6220.19	323 2023 Chevrolet Truck Silverado 2500HD (2) - For the Record	Rick Hendrick Chevrolet	\$120,726.00
Planning & Zoning				
	7400	100 Construction Consultant - Rivian	Martin Construction Consulting	\$9,870.00
				\$2,206,910.71

Walton County Department Agenda Request

Department Name: **Facilities/Risk Mgmt.**

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **January 10, 2023**

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

If so, When?

TOPIC: **Surplus**

Wording For Agenda: **Declaration of Surplus property**

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

*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value.**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

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?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

EXHIBIT A

GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # _____
APPLICATION # 192145SUBJECT: **EAST SOCIAL CIRCLE – SNELLVILLE PRIMARY 230 KV TRANSMISSION LINE RIGHT-OF-WAY**

The **GEORGIA POWER COMPANY**, hereinafter called the "Power Company," hereby consents for **WALTON COUNTY BOARD OF COMMISSIONERS**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being **125 feet in width** and extending in part through Land Lot(s) 194, 4TH District/GMD, of **WALTON County, Georgia**, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way are shown on plat attached hereto and made a part hereof as **Exhibit A**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **16" ductile iron pipe water transmission main** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.
7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in **Atlanta, Georgia**, Phone: 470-898-4645, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.
8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost

of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. *A planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent, and has by Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company on request), authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the **1st of November, 2022**, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20__.

**UNDERSIGNED
WALTON COUNTY BOARD OF COMMISSIONERS**

WITNESS: _____

BY: _____

NOTARY PUBLIC: _____

NAME: _____

TITLE: _____

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20__.

GEORGIA POWER COMPANY

WITNESS: _____

BY: _____

NOTARY PUBLIC: _____

NAME: **Katherine Giometti**

TITLE: **Area Transmission Maintenance Supervisor**

EXHIBIT A
TO GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

Power Company
Initials: _____
Undersigned Initials: _____

Exhibit A

N/F
N051E005
SINGH SHANINE & JONES
KIMBERLEE
100' R/W PB 36 PG 101 CENTER HILL

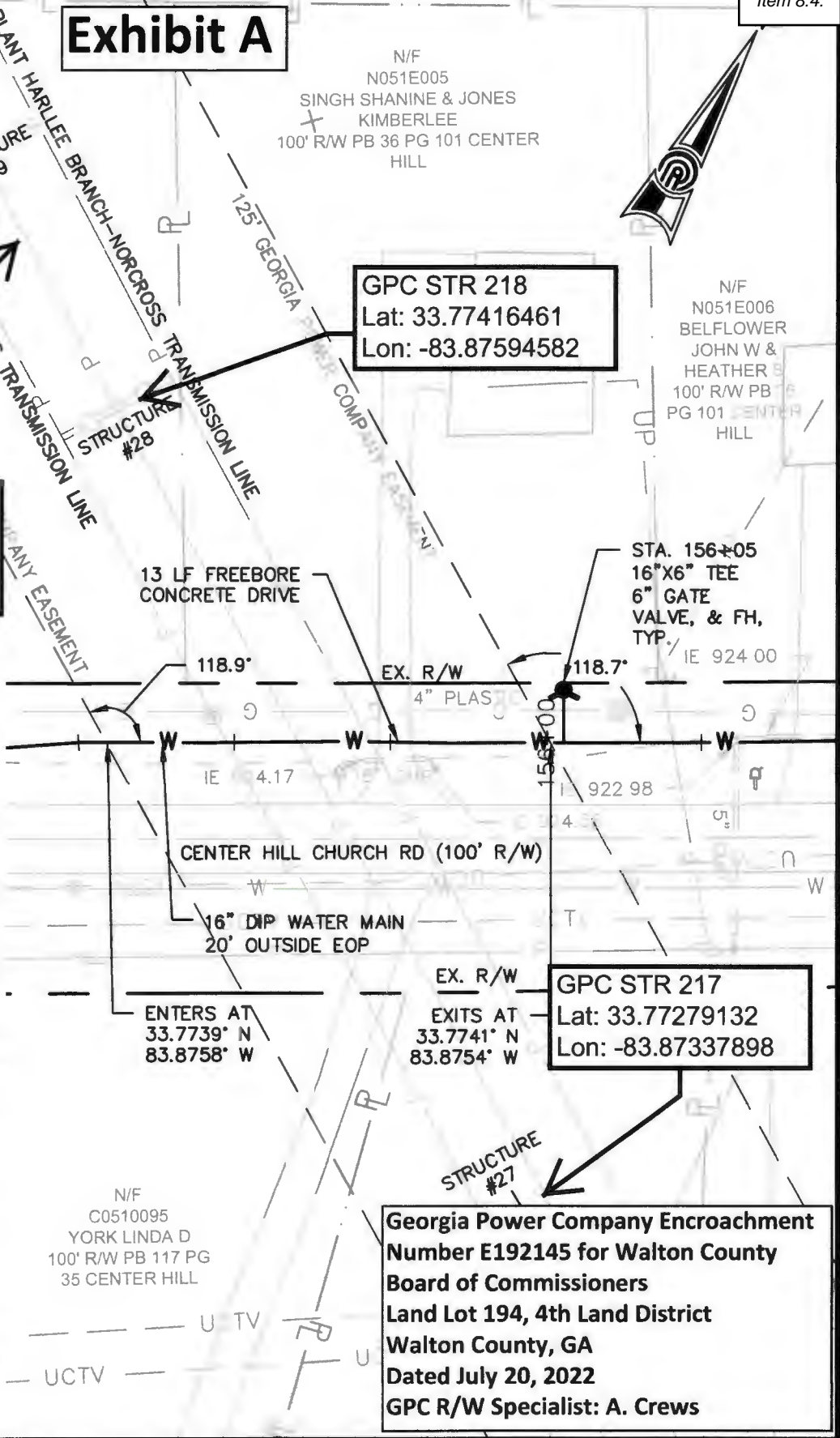


GPC STR 218
Lat: 33.77416461
Lon: -83.87594582

N/F
N051E006
BELFLOWER
JOHN W &
HEATHER B
100' R/W PB 36 PG 101 CENTER HILL

**East Social Circle - Snellville
Primary 230 kV
Transmission Line, 125'
Georgia Power Right-of-Way**

1. U/G UTILITY CROSSINGS SHALL NOT ENCR OACH WITHIN 25' OF THE TRANSMISSION STRUCTURES, STRUCTURE LEGS, AND/OR ATTACHMENTS IF ANY (GUY ANCHORS/WIRES)
2. ALL UNDERGROUND FACILITIES AND ASSOCIATED LINE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES AND/OR STRENGTH TO WITHSTAND THE PASSAGE OF HEAVY CONSTRUCTION AND MAINTENANCE VEHICLES AND EQUIPMENT IN ACCORDANCE WITH GDOT STANDARDS FOR HS-20 LOADS AND SHALL BE CLEARLY MARKED WITH MARKER POSTS, WHERE APPLICABLE, IN ACCORDANCE WITH EXHIBIT MP-1.
3. ALL UNDERGROUND LINES SHALL BE CLEARLY MARKED WITH A CONTINUOUS RIBBON OF BURIED CABLE WARNING TAPE BURIED 12-18 INCHES ABOVE THE FACILITIES.
4. ADEQUATE MEASURES SHALL BE INSTALLED TO PROTECT UNDERGROUND FACILITIES FROM INDUCED VOLTAGE WITHIN THE RIGHT-OF-WAY. IT'S THE UNDERSIGNED SOLE DISCRETION TO DETERMINE IF ADEQUATE MEASURES SHALL BE INSTALLED TO PROTECT ITS UNDERGROUND FACILITIES FROM INDUCED VOLTAGE WITHIN THE RIGHT-OF-WAY.



STA. 156+05
16"X6" TEE
6" GATE
VALVE, & FH,
TYP.
IE 924 00

GPC STR 217
Lat: 33.77279132
Lon: -83.87337898

**Georgia Power Company Encroachment
Number E192145 for Walton County
Board of Commissioners
Land Lot 194, 4th Land District
Walton County, GA
Dated July 20, 2022
GPC R/W Specialist: A. Crews**

CENTER HILL CHURCH RD WATER TRANSMISSION MAIN

ENCROACHMENT PERMIT		
Land lot: 195	District: 4	Date: 6/06/22
County: WALTON		EXHIBIT A
Drawn By: ARS	Field By:	
Checked By: KMM		
Job #: E21133	Scale: 1"=50'	

**PRECISION
Planning Inc.**
planners • engineers • architects • surveyors
400 Pike Boulevard, Lawrenceville, Ga 30046
770.338.8000 • www.ppi.us

INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE RECREATION AREA AT THE HARD LABOR CREEK RESERVOIR

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) BETWEEN THE BOARD OF COMMISSIONERS OF WALTON COUNTY (hereinafter the “County”) AND THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY (hereinafter the “AUTHORITY” and, along with the COUNTY, the “Parties,” and each a “Party”) IS ENTERED INTO THIS 13TH DAY OF DECEMBER, 2022.

WITNESSETH:

WHEREAS, the Parties are political subdivisions of the State of Georgia;

WHEREAS, the Authority owns and operates the Hard Labor Creek Reservoir (hereinafter “Reservoir”) and adjacent property in Walton County, Georgia;

WHEREAS, the property owned by the Authority adjacent to the Reservoir includes a boat ramp providing access into the Reservoir and other adjacent land as depicted on Exhibit 1 hereto (“Subject Property”);

WHEREAS, certain recreation activities for the use and enjoyment of the public are planned for the Subject Property;

WHEREAS the operation of any recreation activities has heretofore been within the formal responsibility of the Authority;

WHEREAS, the Parties desire to establish a park area on the Subject Property for the use and enjoyment of the public;

WHEREAS, the Parties desire for the County to operate said recreation activities on the Subject Property and to establish and operate said park area upon the Subject Property, including the installation of hiking trails;

WHEREAS, the Parties desire for the Authority to lease the Subject Property to the County;
and

WHEREAS, the Parties desire to enter into this IGA to implement said objectives;

NOW WHEREFORE, in exchange for valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Lease.** The Authority shall and does hereby lease to the County, and the County shall and does hereby lease from the Authority, the Subject Property on the terms provided herein.

- 2. **Term.** The term of this IGA shall commence on the date hereof and shall remain in effect until terminated upon sixty (60) days written notice given by either party to the other. In no event shall this IGA remain in effect for more than fifty (50) years.
- 3. **Park Area to be Established.** The County shall establish a park area, to include walking trails, on the Subject Property in the area depicted on Exhibit I hereto.
- 4. **Management of Recreational Activities Transferred.** The responsibility for the management of recreation activities upon the Subject Property, including the operation of the boat ramp, is hereby transferred from the Authority to the County.
- 5. **County to Manage Recreation Activities.** The County shall at its own expense, during the term of this IGA, manage the recreation activities upon the Subject Property, to include collection and retention of any applicable fees from the public. The County shall also be responsible for the upkeep and maintenance of the Subject Property including, but not limited to, mowing, trash removal, and the cleaning of the restroom facilities and pavilions, if any.
- 6. **Installation of Park Area and Operation of Recreational Activities to Comply with Law, Rules and Regulations.** The County's installation of a park area and walking trails upon the Subject Property, and the recreation activities upon the Subject Property to be managed by the County, shall comply with all applicable laws, rules, and regulations including, without limitation, the rules and regulations of the Georgia Environmental Protection Division and the United States Army Corps of Engineers.
- 7. **County May Clear and Otherwise Improve Subject Property.** The County at its own expense may clear underbrush from, and engage in other clearing activities upon, the Subject Property and construct whatever structures it deems appropriate for recreation purposes, provided that the same comply with all applicable laws, rules, and regulations including, without limitation, the rules and regulations of the Georgia Environmental Protection Division and the United States Army Corps of Engineers.
- 8. **County's Enforcement Duties Unaffected.** Walton County's duty and authority to enforce applicable laws, rules and regulations upon the Subject Property, the Reservoir and other adjacent land shall not be affected by this IGA.
- 9. **Choice of Law.** This IGA shall be governed by Georgia law.
- 10. **Notices.** Notices given by one Party to another shall be sent by certified mail, return receipt requested, and shall be effective upon receipt or refusal by the addressee. The addresses of the Parties for notices shall be as follows:

For notices to be given to the County:
Board of Commissioners of Walton County, Georgia
111 S. Broad Street
Monroe, Georgia 30655

Attention: Chairman

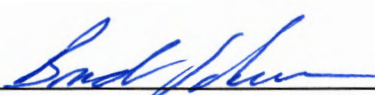
For notices to be given to the Authority:

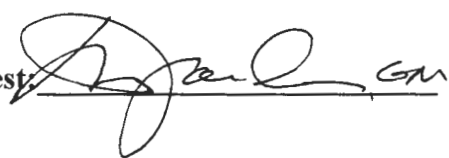
Walton County Water and Sewerage Authority
2171 Highway 81
Loganville, Georgia 30052
Attention: Chairman

- 11. **Headings.** The Section headings herein are provided for convenience only and are not intended to convey substantive meaning with respect to the terms hereof.
- 12. **Counterparts.** This IGA may be signed in multiple counterparts, each of which shall be deemed an original, but both of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized officials, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

WALTON COUNTY WATER AND SEWERAGE AUTHORITY


 By: BRAD JOHNSON
 Title: CHAIRMAN
 Date: 12-13-22

Attest: 

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
 Title: _____
 Date: _____

Attest: _____

Holland & Knight

1180 West Peachtree Street, Suite 1800 | Atlanta, GA 30309 | T | F 404.881.0470
Holland & Knight LLP | www.hklaw.com

Marci Rubensohn
+1 404-817-8552
Marci.Rubensohn@hklaw.com

December 12, 2022

Via E-mail (davidg.thompson@co.walton.ga.us)

David Thompson
Chairman
Walton County Commission
111 South Broad Street
Monroe, GA 30655

Re: Holland & Knight LLP Representation

Dear Chairman Thompson:

Thank you for retaining Holland & Knight LLP to represent Walton County, Georgia concerning Georgia state legislative services. Our engagement begins on January 1, 2023. We appreciate the opportunity to work with you on this matter.

The purpose of this letter is to confirm our engagement as counsel for this matter. The fees and costs incurred by Holland & Knight LLP in handling this matter will be paid by you and will be billed in accordance with the standard billing and collection policies which have previously been negotiated and agreed upon between you and Holland & Knight LLP. In this case, we have determined that \$7,500 per month is appropriate. Our federal engagement will end on December 31, 2022.

We look forward to working with you.

Sincerely yours,

HOLLAND & KNIGHT LLP



Marci Rubensohn

MR:cap

BUILD AGREEMENT

This Build Agreement is made this 15th day of January 2023, by and between Windstream Georgia Communications, LLC, a Georgia limited liability company (“WIN”), and Walton County (the “County”).

In consideration of the mutual covenants and agreements, the parties hereto do mutually covenant and agree as follows:

INTRODUCTION

- 1. **Purpose.** The County has agreed to utilize a maximum of \$2,872,225 in Georgia State and Local Fiscal Recovery Fund grants (the “Funds”) to enable WIN to develop valuable telecommunications facilities for community residents, particularly the increased availability of telemedicine services, distance learning, and telework.
- 2. **Need for Fiber Optic System.** Both WIN and the County recognize the need for installation of certain telecommunications facilities/broadband services within the County to meet the increasing capacity demand of residents by increasing speeds available to all residents of the County and especially to those residents located in areas of the County which may be considered unserved or underserved.
- 3. **Project Funding.** The parties agree that the County will provide WIN the Funds to design, construct, and install the Project, as described below, within the limits of the County pursuant to the terms and conditions of this Agreement. After all Funds have been paid to WIN, the remaining costs of constructing the Project, including the costs to acquire any necessary right-of-way and other property interests, will be paid by WIN. County acknowledges that WIN is receiving the Funds in consideration of its decision to install broadband infrastructure in the area covered by the Project.

THE PROJECT

- 4. **Project.** The Project entails WIN constructing fiber as generally shown on the drawing attached hereto as **Attachment A** in order to expand high-speed internet services to approximately 3,713 households within the County. The household count is based upon internal address data WIN obtained from multiple vendors. Upon completion of the Project, WIN will be able to offer and will offer broadband service to each residence within the Project area utilizing the facilities constructed as part of the Project, which newly constructed facilities may be connected to existing facilities. Additionally, as part of the Project WIN will upgrade the electronics within this area, if necessary, in order to provide broadband speeds of at least 1 gigabit download and upload to the households within the County as shown on **Attachment A**. Certain Multiple Dwelling Units within the Project area may require internal wiring upgrades beyond the scope of the Project in order to receive broadband speeds of at least 1 gigabit download and upload. Any commercial properties within the Project area may require additional wiring/cabling inside the premises that will be the property owner’s responsibility.

5. **Project Costs and Use of Project Revenues.** The Funds will be used solely for costs incurred to complete the aspects of the Project described in **Attachment B** and for no other purpose. Upon completion of the Project, WIN will be responsible for invoicing those customers subscribing to broadband service provided through the Project assets and will retain all amounts paid by such customers.
6. **Funds.** The Funds shall be disbursed to WIN via wire transfer or check. County will use its best efforts to submit all requests for any disbursements of Funds at the earliest opportunity that County would be entitled to such disbursement. Monthly WIN will provide to County such documentation that is necessary for County to seek reimbursement from the Georgia State and Local Fiscal Recovery Fund (the “Reimbursement Documentation”). County commits to request reimbursement from the Georgia State and Local Fiscal Recovery Fund within ten (10) days of receiving the Reimbursement Documentation. County further commits to pay to WIN any portion of the Funds distributed to County within ten (10) days of receipt, unless a longer or shorter timeframe is required by the Terms and Conditions, as that term is defined below.
7. **Political Activity.** No portion of the Funds will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
8. **Prohibition Against Payment of Bonus or Commissions.** No portion of the Funds will be used in payment of any bonus or commission for the purpose of obtaining any approval or concurrence under this Agreement.
9. **Reporting.** County agrees to prepare and submit all reporting required in connection with its receipt of the Funds (the “State Reporting”), including financial reports, performance (technical) reports, and annual reports. On a quarterly basis, or more frequently if required by the State Reporting standards, WIN will provide County, in a timely manner, with information within its possession necessary for County to fulfill its State Reporting obligations. County agrees that it will not alter any information provided to it by WIN to be used for State Reporting or other purposes, without first obtaining WIN’s written consent. To the extent possible, County will arrange for WIN to have access to any State Reporting electronic portals, but County will still be responsible for completing and submitting all State Reporting. WIN agrees that it will provide County with such assistance as is reasonably necessary to allow County to comply with the American Rescue Plan Act State Fiscal Recovery Fund Broadband Infrastructure Award Terms and Conditions, including those terms listed in Exhibit B thereto, as executed by the County on April 8, 2022 (the “Terms and Conditions”) and that it will comply with such portions of the Terms and Conditions that are directly applicable to WIN as a for profit sub-recipient.

CONSTRUCTION

10. **WIN Responsibilities.**

- a. All work on the Project will conform to the plans described in **Attachment(s) A and B.**

- b. The Project shall be performed in a workman like fashion in keeping with the prevailing industry standards.
- c. Upon completion of the Project, WIN shall notify the County.
- d. WIN shall be responsible for Project Costs that exceed the amount of the Funds.

11. **Completion Date.** The parties agree to use commercially reasonable efforts to have the Project completed on or before December 31, 2024.

LEGAL INTERESTS/RIGHTS IN CONSTRUCTED PROJECT

12. **Project Ownership.** The County will have no ownership right or interest in any part of the Project and hereby irrevocably grants, sells, transfers, conveys, sets over, and assigns any interest that it may have or may in the future obtain in the Project to WIN. WIN retains full legal and/or beneficial title, to any and all components of the Project, including during construction, and the components will be utilized as part of the WIN network. Additionally, WIN will manage the Project’s assets for their most efficient use, consistent with current management practices of the WIN network, including transferring title to, or allowing use by, other parties.

GENERAL TERMS & CONDITIONS

13. **Term.** This Agreement shall become effective upon its execution and shall expire upon completion of the Project.

14. **Relationship of Parties.** Each party shall perform its duties under this Agreement and neither party has the authority to create binding obligations or liabilities on the part of the other party through the first party’s actions.

15. **Warranties.** Each party represents and warrants that the entry and performance of this Agreement are within the powers of the respective party; have been duly authorized by all necessary actions; have received all necessary approvals; do not contravene any law, regulation, decree, or any contractual obligations; and will be the legal and binding obligations of the party.

16. **Successors and Assigns.**

(a) **Generally.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(b) **Exceptions.** Notwithstanding the foregoing,

(i) WIN may assign this Agreement without the consent of the County to any WIN affiliate, to the surviving entity into which WIN may merge or consolidate, or to

any entity to which WIN transfers all, or substantially all, of its business and assets or its stock or all or a substantial portion of its assets located within the limits of the County;

- (ii) WIN may, at any time, transfer its ownership interest in any of the Project components to any WIN affiliate without the consent of County; and
- (iii) WIN shall also have the right, without the consent of the County, to assign or otherwise transfer this Agreement as collateral to any lender to WIN (or lender to any successor or assign of WIN); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement.

17. **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, and shall be deemed to have been duly given (a) on the date of personal delivery, (b) on the date of delivery to a nationally recognized overnight delivery service, or (c) on the date of deposit in the U. S. mails, postage prepaid, by certified mail, return receipt requested, in each case addressed as follows, or to such other addresses as shall be designated from time-to-time by the parties:

If to WIN to:

Windstream Georgia Communications, LLC
 4001 North Rodney Parham
 Mailstop KINETIC #1207
 Little Rock, AR 72212
 Attention: Staff Manager – Government Programs

With a copy to:

Windstream Georgia Communications, LLC
 4001 North Rodney Parham
 Mailstop: B1F03-71A
 Little Rock, AR 72212
 Attention: Legal Department

If to the County:

Board of Commissioners of Walton County
 100 N. Broad Street
 Monroe, GA 30655
 Attn: Chairman

With a copy to:

Charles M. Ferguson, Jr., Esq.
 Atkinson Ferguson, LLC
 118 Court Street
 Monroe, GA 30655

- 18. Force Majeure.** In the event WIN or the County is delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts of civil or military authority, fires, floods or earthquakes, fiber cuts, inability to procure necessary supplies due to global or national supply chain shortages, impacts or effects of pandemics or epidemics on labor needs or goods and services, or other causes beyond the reasonable control of the party delayed, then such delay or nonperformance shall be excused. If any such delay or nonperformance due to the foregoing causes or events occurs or is anticipated, the party affected shall promptly notify the other party in writing of such event or expected event and the cause and estimated duration of such event. The party affected by such event shall, at no cost to the other party, exercise due diligence to shorten or avoid the delay or nonperformance and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay or nonperformance.
- 19. Limitation of Liability.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
- 20. Disclaimer.** THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 21. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same document.
- 22. Expenses.** Except as otherwise expressly provided herein, each party shall bear the costs and expenses incurred by it in negotiating, entering into, and performing any of its obligations under this Agreement.
- 23. Headings.** The headings of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

24. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia applicable to contracts made and to be performed entirely in that state, without regard to the conflicts of laws rules of that state. The parties agree that the proper venue for a matter brought by either party shall be in a state or federal court located within the State of Georgia.

25. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. If this Agreement shall be held to be unenforceable against either party, the enforceability of such agreement against the other party hereto shall not in any way be affected or impaired thereby.

26. **Binding Agreement.** This Agreement, including the attachments, embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous oral or written agreements between the parties, and once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.

27. **Right-of-Way Agreements.** To the extent possible, the County will assist WIN in securing any easements or right-of-way agreements necessary for the Project in an efficient and timely manner, and at a commercially reasonable cost. However, County shall not be obligated to pay for the cost of acquiring any of said easements or rights-of-way, except to the extent of any available Funds. County hereby grants to WIN the right to enter upon any County rights-of-way or easements necessary to complete the Project.

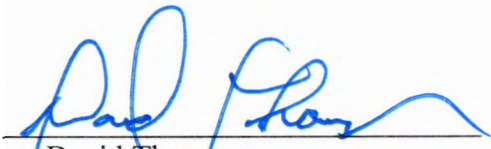
28. **Compliance with Applicable Regulatory Provisions.** WIN shall comply with provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, and regulations promulgated thereunder, to the extent applicable to WIN.

29. **Limitation of Obligation.** The County's sole and total financial obligation under this agreement shall be limited to the amount of the Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

COUNTY of WALTON

WINDSTREAM GEORGIA
COMMUNICATIONS, LLC

By: 
Name: David Thompson
Title: Chairman, Walton County
Board of Commissioners

By: _____
Name: _____
Title: _____

ATTACHMENT B

Planning, Fiber Engineering, and Equipment Engineering: The construction planning phase of the project will include the preparation of preliminary layouts, detailed design and construction plans, and cost estimates. Project specifics will be entered into the company Jobtrac system to monitor construction status and ensure a smooth workflow during each step from startup to project completion. A site survey will be conducted, and equipment engineering will place orders for materials within the company supply and warehouse system.

Fiber Construction: The construction work will include placement and splicing of fiber. Internal and/or contractor resource options will be utilized as needed to meet completion targets. Any needed right of ways or permits will be obtained. Project status will be monitored on a regular basis. A video inspection team will schedule and conduct testing.

Testing, Activation, Speed Qualification Updates: As fiber lines are completed, work on equipment installation, testing and turn up will get underway. Needed Central Office wiring and assignments will be completed. Once site testing is completed and equipment activated, location records will be updated reflecting the speeds available at specific addresses, and the new locations readied for service.

**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY**

**RE: Stanton Springs North Addition of
1,943 acres**

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, hereinafter the “Authority”, was duly formed under the Development Authorities Law, O.C.G.A. §36-62-1 *et seq.*; and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1,528-acre site south of Interstate 20, which site is located in Morgan, Newton, and Walton Counties and which site has been expanded to now total approximately 1,635 acres, all in order to further the development of a research park known as Stanton Springs (“Stanton Springs”); and

WHEREAS, the Authority secured three industrial tenants, Takeda, Morning Hornet and Baymare, which tenants currently utilize the majority of property in Stanton Springs; and

WHEREAS, the Authority continued its mission of bringing jobs and tax revenues to the region by purchasing approximately 666 acres north of Interstate 20 and establishing it as the first property in a sister development park known as Stanton Springs North by Resolution dated June 22, 2021; and

WHEREAS, by the June 22, 2021, Resolution, the Authority designated the approx. 666 acres as being located in Stanton Springs North for purposes of the land being subject to certain intergovernmental agreements; and

WHEREAS, the Authority entered into an Intergovernmental Contract with eighteen other parties, the last version of which is dated November 16, 2021, which addresses how revenues generated from Stanton Springs and Stanton Springs North are assessed, collected and distributed (the “Revenue Sharing Agreement”); and

WHEREAS, the Revenue Sharing Agreement, in Section 3(o) thereof, also specifically contemplates and allows the Authority to expand the boundaries of Stanton Springs North by adopting a Resolution which specifies the property and includes a legal description thereof; and

WHEREAS, in May through August of 2022, the Authority purchased approximately 1,277 acres north of Interstate 20 which adjoins the approximately 666 acres it purchased in 2021 which properties total approximately 1,943 acres (the “Property”); and

WHEREAS, on September 2, 2022, the Authority conveyed the entire Property to the State

controls over the Property; and

WHEREAS, pursuant to Section 3(o) of the November 16, 2021 Revenue Sharing Agreement the Authority desires to deem the Property to be within Stanton Springs North.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Authority, as follows:

1. The Property described in Exhibits "A" and "C" and depicted on Exhibits "B" and "D" consisting of approximately 1,943 acres bounded by Interstate 20 to the South and Hwy 278 to the West is hereby deemed to be within Stanton Springs North.
2. The Property has been consolidated into three parcels in Walton County and two Parcels in Morgan County. The individual tax identification numbers for all the Property prior to consolidation are attached hereto as Exhibit "A".
3. The survey of the Property is attached hereto as Exhibit "B".
4. The legal description of the Property is attached hereto as Exhibit "C".
5. The recorded combination plats are attached hereto as Exhibit "D".
6. The Property shall be governed by all Intergovernmental Agreements currently in existence or adopted hereafter which pertain to Stanton Springs North unless otherwise specified therein.
7. A copy of this Resolution with Exhibits shall be provided to the City of Social Circle, each of the four member Counties and all other parties to the Revenue Sharing Agreement.

SO RESOLVED this 22nd day of November 2022.

The Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County

By: Jerry Silvio
Jerry Silvio, Chairman

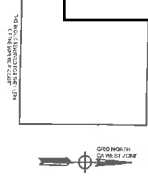
Attest: David Thompson
David Thompson, Secretary



Exhibit "A"

Parcel Identification Numbers prior to combination plat

	<u>Parcel No</u>	<u>County</u>
1	13016	Morgan
2	013018B	Morgan
3	013 017	Morgan
4	013018C	Morgan
5	013018D	Morgan
6	013018E	Morgan
7	013018A	Morgan
8	13018	Morgan
9	013003C	Morgan
10	013003E	Morgan
11	013 011 B	Morgan
12	013 011 C	Morgan
13	013003A	Morgan
14	013003B	Morgan
15	C1730001	Walton
16	C1730007	Walton
17	C1730006	Walton
18	C1740004	Walton
19	013 007	Morgan
20	C1740005	Walton
21	013 009	Morgan
22	C1740006	Walton
23	013 0009A	Morgan
24	C1740003	Walton
25	C17300035	Walton
26	C1730005A	Walton
27	C1730002	Walton
28	C1730003	Walton
29	C1730009	Walton
30	C1730008	Walton
31	013011A	Morgan
32	13003	Morgan
33	013003D	Morgan
34	13011	Morgan
35	C173 0010	Walton
36	13005	Morgan
37	C1743004	Walton
38	13012	Morgan
39	13013	Morgan
40	13026	Morgan
41	13026C	Morgan
42	1590001	Walton
43	13019	Morgan
44	13020	Morgan



ACREAGE CHART
 TRACT 1 - 1,839 AC.
 TRACT 2 - 1,387,204 AC.
TOTAL ACREAGE - 1,389,043 AC.

1. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF TEXAS FOR THE PURPOSES OF THE STATE LAND OFFICE.
 2. THE STATE OF TEXAS SHALL BE RESPONSIBLE FOR THE COSTS OF SURVEYING AND RECORDING THIS CHART.
 3. THE STATE OF TEXAS SHALL BE RESPONSIBLE FOR THE COSTS OF THE STATE LAND OFFICE TO CONVEY THE LAND TO THE STATE OF TEXAS.



THIS CHART IS A REPRODUCTION OF THE ORIGINAL CHART AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF WARDEN, TEXAS, ON 08/21/2013. THE ORIGINAL CHART IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF WARDEN, TEXAS, UNDER BOOK 10, PAGE 10.

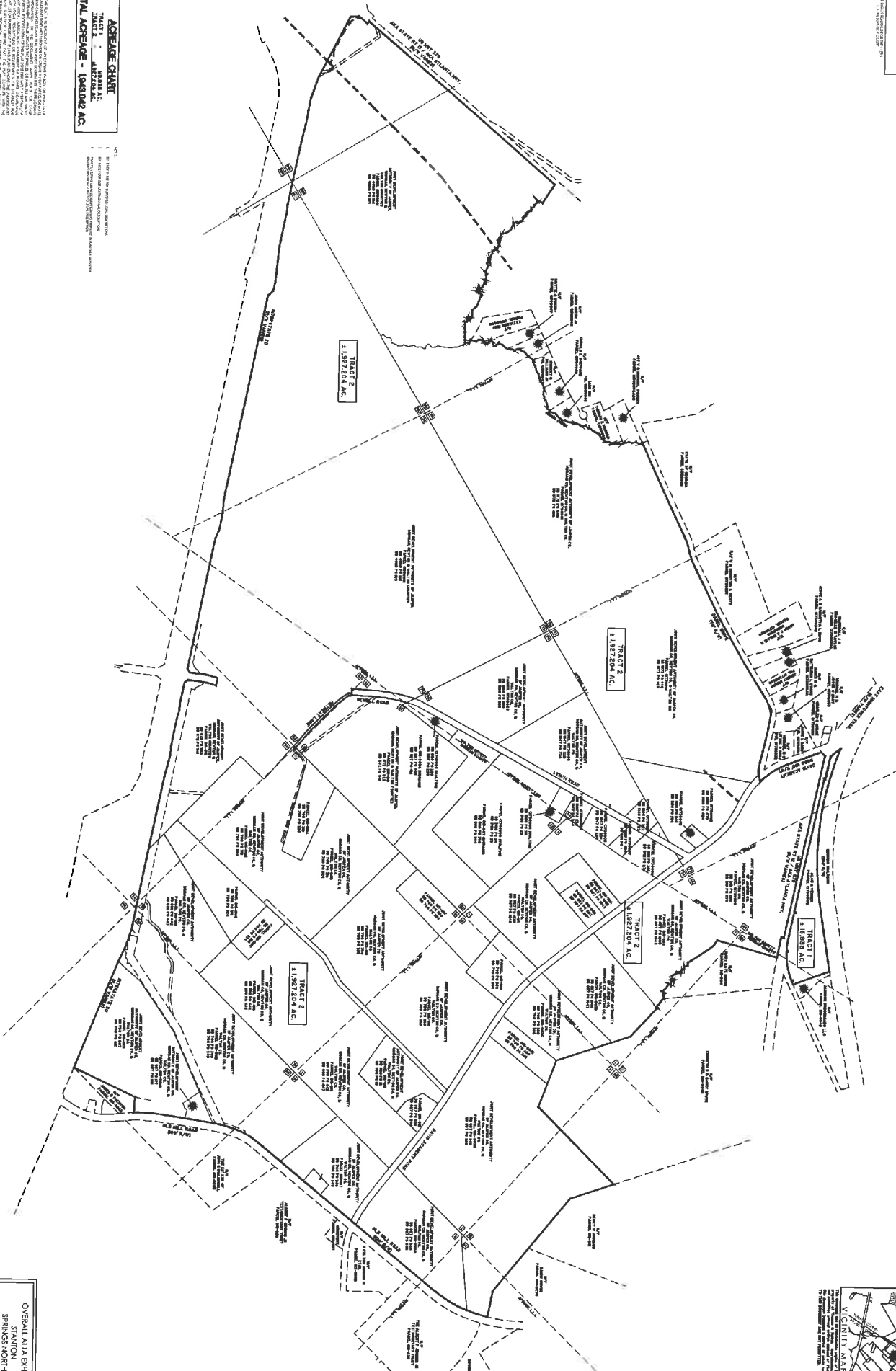


Exhibit "B"



OVERALL A124 EXHIBIT
 STATION
 SPRINGS-NORTH
 WARDEN COUNTY, TEXAS
 PREPARED FOR
 JAY DEVOR
 NEWTON & WARDEN CO.
 WARDEN COUNTY, TEXAS

Exhibit "C"

BK:5204 PG:220

LEGAL DESCRIPTION OF THE LANDTract One:

All that tract or parcel of land lying and being in Land Lots 44 and 73 of the 1st District, Walton County, and in Land Lot 16 of the 20th District, Morgan County, Georgia and being more particularly described as follows:

Beginning at a 1/2 inch rebar found at the intersection of the northwestern right-of-way line of Old Atlanta Highway (60' R/W) and the northeastern right of way line of U.S. Highway 278 (R/W varies), also known as Atlanta Highway, said rebar being THE TRUE POINT OF BEGINNING;

THENCE traveling along said right-of-way line U.S. Highway 278, with the arc of a curve turning to the right, having an arc length of 608.91 feet, a radius of 924.93 feet, a chord length of 597.97 feet, and a chord bearing South 83 degrees 01 minutes 54 seconds West to a 1/2 inch rebar set;

THENCE North 78 degrees 06 minutes 32 seconds West a distance of 2126.13 feet to a 1/2 inch rebar set;

THENCE North 11 degrees 32 minutes 45 seconds East a distance of 10.00 feet to a 1/2 inch rebar set;

THENCE North 78 degrees 07 minutes 15 seconds West a distance of 297.92 feet to a 1/2 inch rebar set on the northeastern right-of-way line of East Hightower Trail (R/W varies);

THENCE traveling along said right-of-way line of East Hightower Trail North 38 degrees 42 minutes 20 seconds West a distance of 168.52 feet to a 1/2 inch rebar set on the southern right-of-way line of Georgia Railroad (200' R/W);

THENCE traveling along said right-of-way line of Georgia Railroad, with the arc of a curve turning to the left, having an arc length of 2090.23 feet, a radius of 3907.67 feet, a chord length of 2065.40 feet, and a chord bearing South 83 degrees 39 minutes 14 seconds East to a 1/2 inch rebar set;

THENCE North 81 degrees 01 minutes 20 seconds East a distance of 854.20 feet to a 1/2 inch rebar found;

THENCE leaving Georgia Railroad and proceeding South 20 degrees 01 minutes 41 seconds East a distance of 503.64 feet to a 1/2 inch rebar found, said 1/2 inch rebar found being THE TRUE POINT OF BEGINNING.

The above described tract contains 15.838 acres.

Tract Two:

All that tract or parcel of land lying and being in the 1st Land District, GMD 418, Land Lots 44, 73, 74, 75, 76, 101, 102, and 106, Walton County, Georgia, also lying and being in the 19th Land District, GMD 282, Land Lots 1, 2, 3, 14, 15, 16, 30, 31, 32, 33, and 34, Morgan County, Georgia, and being more particularly described as follows:

Beginning a 1/2" rebar set at the northeasternmost intersection of the northeastern right-of-way line of Davis Academy Road (80' R/W), and the southern right-of-way line of US Hwy. 278 (R/W varies), said rebar being THE TRUE POINT OF BEGINNING;

THENCE traveling southeasterly along the right-of-way of US Hwy. 278, South 78 degrees 06 minutes 32 seconds East a distance of 2417.38 feet to a point;

THENCE South 11 degrees 47 minutes 19 seconds West a distance of 35.00 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 271.71 feet, a radius of 11524.16 feet, a chord length of 271.71 feet, and a chord bearing South 78 degrees 53 minutes 13 seconds East to a rebar set;

THENCE leaving said right-of-way line of US Hwy. 278, South 15 degrees 27 minutes 13 seconds West a distance of 802.53 feet to a point, said point being located in the centerline of a creek;

THENCE traveling southeasterly along the centerline of said creek, South 56 degrees 15 minutes 16 seconds East a distance of 87.24 feet to a point;

THENCE South 36 degrees 34 minutes 26 seconds East a distance of 86.69 feet to a point;

THENCE South 34 degrees 09 minutes 59 seconds East a distance of 158.20 feet to a point;

THENCE South 32 degrees 14 minutes 07 seconds East a distance of 106.72 feet to a point;

THENCE South 30 degrees 40 minutes 40 seconds East a distance of 41.74 feet to a point;

THENCE South 81 degrees 07 minutes 36 seconds East a distance of 43.85 feet to a point;

THENCE South 13 degrees 42 minutes 45 seconds East a distance of 41.58 feet to a point;

THENCE South 85 degrees 48 minutes 46 seconds East a distance of 19.06 feet to a point;

THENCE South 45 degrees 33 minutes 04 seconds East a distance of 49.38 feet to a point;

THENCE South 79 degrees 14 minutes 52 seconds East a distance of 17.74 feet to a point;

THENCE South 27 degrees 05 minutes 10 seconds East a distance of 12.28 feet to a point;

THENCE South 31 degrees 41 minutes 03 seconds West a distance of 14.80 feet to a point;

THENCE South 04 degrees 27 minutes 06 seconds East a distance of 29.00 feet to a point;

THENCE South 52 degrees 15 minutes 51 seconds East a distance of 42.06 feet to a point;

THENCE South 11 degrees 59 minutes 55 seconds East a distance of 19.58 feet to a point;

THENCE South 54 degrees 33 minutes 17 seconds East a distance of 29.63 feet to a point;

THENCE South 87 degrees 11 minutes 44 seconds East a distance of 32.86 feet to a point;

THENCE North 49 degrees 40 minutes 27 seconds East a distance of 11.12 feet to a point;

THENCE North 07 degrees 58 minutes 31 seconds East a distance of 13.04 feet to a point;

THENCE South 86 degrees 36 minutes 52 seconds East a distance of 16.85 feet to a point;

THENCE South 03 degrees 28 minutes 34 seconds West a distance of 12.98 feet to a point;
THENCE South 43 degrees 40 minutes 28 seconds East a distance of 21.27 feet to a point;
THENCE South 78 degrees 45 minutes 21 seconds East a distance of 35.70 feet to a point;
THENCE South 30 degrees 19 minutes 43 seconds West a distance of 26.43 feet to a point;
THENCE South 57 degrees 26 minutes 10 seconds East a distance of 63.82 feet to a point;
THENCE South 44 degrees 01 minutes 43 seconds East a distance of 63.59 feet to a point;
THENCE North 39 degrees 57 minutes 44 seconds East a distance of 41.31 feet to a point;
THENCE South 66 degrees 01 minutes 00 seconds East a distance of 38.96 feet to a point;
THENCE North 82 degrees 21 minutes 05 seconds East a distance of 16.47 feet to a point;
THENCE South 56 degrees 21 minutes 26 seconds East a distance of 80.80 feet to a point;
THENCE South 56 degrees 03 minutes 05 seconds East a distance of 24.83 feet to a point;
THENCE South 39 degrees 31 minutes 32 seconds East a distance of 25.54 feet to a point;
THENCE South 64 degrees 55 minutes 33 seconds East a distance of 27.28 feet to a point;
THENCE leaving said creek centerline, North 49 degrees 01 minutes 33 seconds East a distance of 11.46 feet to a point;
THENCE South 48 degrees 00 minutes 21 seconds East a distance of 503.25 feet to a 1/2" rebar found;
THENCE South 18 degrees 47 minutes 05 seconds East a distance of 249.51 feet to a 1/2" rebar found;
THENCE South 18 degrees 47 minutes 35 seconds East a distance of 755.39 feet to a 3/4" open top pipe found;
THENCE South 69 degrees 33 minutes 26 seconds East a distance of 645.53 feet to a 1" angle-iron found;
THENCE North 44 degrees 53 minutes 38 seconds East a distance of 1410.76 feet to a 1/2" rebar found;
THENCE South 18 degrees 49 minutes 37 seconds East a distance of 595.29 feet to a 3/4" x 1-1/4" iron bar found;
THENCE South 50 degrees 55 minutes 50 seconds East a distance of 870.59 feet to a 1" rod found;
THENCE South 51 degrees 02 minutes 44 seconds East a distance of 695.87 feet to a rock found;
THENCE South 79 degrees 32 minutes 58 seconds East a distance of 344.74 feet to a 1/2" open top pipe found, said pipe being located on the western right-of-way line of Old Mill Road (100' R/W);
THENCE traveling southwesterly along the western right-of-way line of Old Mill Road, with the arc of a curve turning to the right, having an arc length of 281.83 feet, a radius of 2057.39 feet, a chord length of 281.61 feet, and a chord bearing South 17 degrees 16 minutes 07 seconds West to a 1/2" open top pipe found;

THENCE with a compound curve turning to the right, having an arc length of 413.42 feet, a radius of 1520.09 feet, a chord length of 412.15 feet, and a chord bearing South 29 degrees 06 minutes 14 seconds West to a point;

THENCE with a compound curve turning to the right, having an arc length of 239.73 feet, a radius of 5844.41 feet, a chord length of 239.71 feet, and a chord bearing South 38 degrees 04 minutes 45 seconds West to a point;

THENCE South 39 degrees 27 minutes 30 seconds West a distance of 671.84 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 137.75 feet, a radius of 14647.86 feet, a chord length of 137.75 feet, and a chord bearing South 39 degrees 43 minutes 40 seconds West to a point;

THENCE South 40 degrees 01 minutes 54 seconds West a distance of 356.54 feet to a 1/2" rebar found;

THENCE South 39 degrees 57 minutes 23 seconds West a distance of 82.80 feet to a point;

THENCE South 39 degrees 23 minutes 46 seconds West a distance of 522.08 feet to a 5/8" rebar found;

THENCE South 39 degrees 24 minutes 11 seconds West a distance of 284.25 feet to a 5/8" rebar found;

THENCE South 39 degrees 24 minutes 03 seconds West a distance of 390.67 feet to a 5/8" rebar found;

THENCE South 39 degrees 52 minutes 20 seconds West a distance of 205.23 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 247.91 feet, a radius of 4371.90 feet, a chord length of 247.88 feet, and a chord bearing South 38 degrees 14 minutes 52 seconds West to a point;

THENCE with a compound curve turning to the left, having an arc length of 255.97 feet, a radius of 857.89 feet, a chord length of 255.02 feet, and a chord bearing South 28 degrees 04 minutes 32 seconds West to a point;

THENCE with a compound curve turning to the left, having an arc length of 315.76 feet, a radius of 1810.97 feet, a chord length of 315.36 feet, and a chord bearing South 14 degrees 37 minutes 17 seconds West to a 1/2" rebar found;

THENCE with a compound curve turning to the left, having an arc length of 65.68 feet, a radius of 4551.96 feet, a chord length of 65.68 feet, and a chord bearing South 09 degrees 40 minutes 32 seconds West to a point;

THENCE South 08 degrees 44 minutes 10 seconds West a distance of 302.35 feet to a 1/2" rebar found;

THENCE South 08 degrees 26 minutes 39 seconds West a distance of 381.80 feet to a point;

THENCE South 03 degrees 28 minutes 49 seconds West a distance of 236.82 feet to a point;

THENCE South 03 degrees 01 minutes 11 seconds East a distance of 47.07 feet to a 1/2" rebar found;

THENCE leaving said right-of-way line of Old Mill Road, North 87 degrees 22 minutes 46 seconds West a distance of 202.61 feet to a 1/2" rebar found;

THENCE South 25 degrees 08 minutes 38 seconds West a distance of 877.99 feet to a 1/2" open top pipe found, said pipe being located on the northern right-of-way line of Interstate 20 (R/W varies);

THENCE traveling westerly along the northern right-of-way line of Interstate 20, North 68 degrees 24 minutes 57 seconds West a distance of 413.31 feet to a point;

THENCE North 68 degrees 20 minutes 15 seconds West a distance of 1073.81 feet to a T-post found;

THENCE North 64 degrees 56 minutes 11 seconds West a distance of 236.40 feet to a point;

THENCE North 72 degrees 56 minutes 37 seconds West a distance of 237.38 feet to a point;

THENCE North 79 degrees 03 minutes 07 seconds West a distance of 1041.22 feet to a point;

THENCE North 78 degrees 53 minutes 36 seconds West a distance of 942.93 feet to a point;

THENCE North 76 degrees 05 minutes 18 seconds West a distance of 300.67 feet to a point;

THENCE North 82 degrees 58 minutes 42 seconds West a distance of 200.34 feet to a concrete monument found;

THENCE North 78 degrees 52 minutes 54 seconds West a distance of 299.87 feet to a concrete monument found;

THENCE North 73 degrees 13 minutes 55 seconds West a distance of 100.39 feet to a point;

THENCE North 84 degrees 34 minutes 56 seconds West a distance of 100.70 feet to a point;

THENCE North 78 degrees 53 minutes 06 seconds West a distance of 275.11 feet to a concrete monument found;

THENCE North 35 degrees 37 minutes 55 seconds West a distance of 54.20 feet to a point;

THENCE North 06 degrees 21 minutes 05 seconds East a distance of 149.30 feet to a point;

THENCE North 08 degrees 43 minutes 08 seconds East a distance of 68.28 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 155.16 feet, a radius of 904.95 feet, a chord length of 154.97 feet, and a chord bearing North 15 degrees 47 minutes 35 seconds East to a point;

THENCE North 79 degrees 37 minutes 03 seconds West a distance of 101.40 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 229.64 feet, a radius of 1004.95 feet, a chord length of 229.14 feet, and a chord bearing South 13 degrees 11 minutes 01 seconds West to a point;

THENCE South 06 degrees 08 minutes 16 seconds West a distance of 141.70 feet to a point;

THENCE South 57 degrees 18 minutes 14 seconds West a distance of 55.99 feet to a point;

THENCE North 78 degrees 52 minutes 45 seconds West a distance of 578.74 feet to a point;

THENCE North 78 degrees 49 minutes 10 seconds West a distance of 1147.76 feet to a point;

THENCE North 67 degrees 29 minutes 56 seconds West a distance of 127.48 feet to a point;

THENCE North 78 degrees 48 minutes 32 seconds West a distance of 195.43 feet to a point;

THENCE North 85 degrees 52 minutes 51 seconds West a distance of 200.30 feet to a concrete monument found;

THENCE North 78 degrees 52 minutes 01 seconds West a distance of 2291.20 feet to a concrete monument found;

THENCE North 78 degrees 46 minutes 48 seconds West a distance of 410.20 feet to a point;

THENCE North 42 degrees 44 minutes 25 seconds West a distance of 91.18 feet to a point;

THENCE North 78 degrees 42 minutes 42 seconds West a distance of 125.57 feet to a point;

THENCE North 84 degrees 29 minutes 42 seconds West a distance of 452.80 feet to a concrete monument found;

THENCE North 78 degrees 57 minutes 42 seconds West a distance of 448.32 feet to a point;

THENCE North 84 degrees 34 minutes 20 seconds West a distance of 100.60 feet to a point;

THENCE North 78 degrees 52 minutes 20 seconds West a distance of 317.10 feet to a concrete monument found;

THENCE North 78 degrees 49 minutes 20 seconds West a distance of 532.70 feet to a concrete monument found;

THENCE North 76 degrees 36 minutes 20 seconds West a distance of 250.20 feet to a point;

THENCE North 80 degrees 40 minutes 20 seconds West a distance of 311.20 feet to a concrete monument found;

THENCE North 71 degrees 04 minutes 54 seconds West a distance of 285.87 feet to a concrete monument found;

THENCE North 63 degrees 23 minutes 58 seconds West a distance of 889.91 feet to a point;

THENCE North 06 degrees 11 minutes 49 seconds West a distance of 106.67 feet to a point, said point being located on the southeastern right-of-way line of US Highway 278 (R/W varies);

THENCE traveling northeasterly along the southeastern right-of-way line of US Highway 278, North 40 degrees 37 minutes 50 seconds East a distance of 145.93 feet to a point;

THENCE North 48 degrees 38 minutes 19 seconds West a distance of 35.00 feet to a point,

THENCE North 40 degrees 33 minutes 37 seconds East a distance of 1423.58 feet to a point;

THENCE North 40 degrees 35 minutes 16 seconds East a distance of 1787.70 feet to a 1/2" open top pipe found;

THENCE leaving said right-of-way line of US Highway 278, South 56 degrees 51 minutes 20 seconds East a distance of 167.22 feet to a 1/2" rebar found;

THENCE South 56 degrees 51 minutes 20 seconds East a distance of 117.52 feet to a point;
THENCE South 28 degrees 01 minutes 16 seconds West a distance of 87.05 feet to a point, said point being in the centerline of a creek;
THENCE traveling along the centerline of said creek, North 65 degrees 01 minutes 25 seconds East a distance of 34.59 feet to a point;
THENCE South 32 degrees 59 minutes 59 seconds East a distance of 20.89 feet to a point;
THENCE South 50 degrees 05 minutes 45 seconds East a distance of 28.09 feet to a point;
THENCE South 28 degrees 17 minutes 42 seconds East a distance of 11.70 feet to a point;
THENCE South 72 degrees 01 minutes 12 seconds East a distance of 28.76 feet to a point;
THENCE South 17 degrees 37 minutes 27 seconds East a distance of 31.87 feet to a point;
THENCE South 86 degrees 46 minutes 37 seconds East a distance of 32.79 feet to a point;
THENCE South 17 degrees 24 minutes 35 seconds East a distance of 11.34 feet to a point;
THENCE South 40 degrees 33 minutes 54 seconds East a distance of 36.92 feet to a point;
THENCE South 09 degrees 28 minutes 56 seconds West a distance of 6.53 feet to a point;
THENCE South 39 degrees 01 minutes 31 seconds East a distance of 24.61 feet to a point;
THENCE South 84 degrees 51 minutes 45 seconds East a distance of 23.53 feet to a point;
THENCE South 18 degrees 33 minutes 15 seconds East a distance of 18.94 feet to a point;
THENCE South 66 degrees 30 minutes 09 seconds East a distance of 61.55 feet to a point;
THENCE South 37 degrees 30 minutes 26 seconds East a distance of 22.97 feet to a point;
THENCE South 04 degrees 40 minutes 47 seconds West a distance of 10.52 feet to a point;
THENCE South 45 degrees 12 minutes 56 seconds East a distance of 25.92 feet to a point;
THENCE South 01 degrees 42 minutes 31 seconds East a distance of 20.00 feet to a point;
THENCE South 47 degrees 37 minutes 45 seconds West a distance of 12.04 feet to a point;
THENCE South 17 degrees 42 minutes 18 seconds East a distance of 41.44 feet to a point;
THENCE North 84 degrees 42 minutes 29 seconds East a distance of 18.68 feet to a point;
THENCE South 46 degrees 16 minutes 05 seconds East a distance of 17.26 feet to a point;
THENCE South 64 degrees 42 minutes 48 seconds East a distance of 70.17 feet to a point;
THENCE South 36 degrees 08 minutes 46 seconds East a distance of 54.12 feet to a point;
THENCE South 17 degrees 47 minutes 05 seconds East a distance of 71.23 feet to a point;
THENCE South 55 degrees 04 minutes 53 seconds East a distance of 24.53 feet to a point;

THENCE South 76 degrees 52 minutes 02 seconds East a distance of 18.10 feet to a point;
THENCE South 87 degrees 22 minutes 56 seconds East a distance of 16.80 feet to a point;
THENCE South 15 degrees 08 minutes 27 seconds East a distance of 16.01 feet to a point;
THENCE South 68 degrees 37 minutes 42 seconds East a distance of 30.28 feet to a point;
THENCE North 82 degrees 32 minutes 47 seconds East a distance of 32.93 feet to a point;
THENCE North 64 degrees 25 minutes 16 seconds East a distance of 13.19 feet to a point;
THENCE South 71 degrees 47 minutes 58 seconds East a distance of 24.10 feet to a point;
THENCE South 48 degrees 15 minutes 16 seconds East a distance of 82.88 feet to a point;
THENCE South 14 degrees 15 minutes 23 seconds East a distance of 19.14 feet to a point;
THENCE South 89 degrees 37 minutes 57 seconds East a distance of 27.22 feet to a point;
THENCE South 60 degrees 25 minutes 01 seconds East a distance of 73.11 feet to a point;
THENCE North 80 degrees 21 minutes 21 seconds East a distance of 19.63 feet to a point;
THENCE South 36 degrees 54 minutes 10 seconds East a distance of 16.44 feet to a point;
THENCE North 74 degrees 57 minutes 01 seconds East a distance of 19.03 feet to a point;
THENCE South 47 degrees 03 minutes 33 seconds East a distance of 32.39 feet to a point;
THENCE North 58 degrees 34 minutes 25 seconds East a distance of 31.27 feet to a point;
THENCE South 61 degrees 57 minutes 35 seconds East a distance of 91.81 feet to a point;
THENCE North 49 degrees 41 minutes 36 seconds East a distance of 22.33 feet to a point;
THENCE South 81 degrees 00 minutes 43 seconds East a distance of 9.06 feet to a point;
THENCE South 69 degrees 33 minutes 50 seconds East a distance of 7.89 feet to a point;
THENCE North 84 degrees 05 minutes 47 seconds East a distance of 45.37 feet to a point;
THENCE South 57 degrees 07 minutes 29 seconds East a distance of 26.13 feet to a point;
THENCE North 27 degrees 05 minutes 10 seconds East a distance of 13.92 feet to a point;
THENCE South 81 degrees 40 minutes 48 seconds East a distance of 49.86 feet to a point;
THENCE South 14 degrees 54 minutes 08 seconds East a distance of 17.23 feet to a point;
THENCE South 60 degrees 00 minutes 21 seconds East a distance of 40.94 feet to a point;
THENCE South 25 degrees 18 minutes 29 seconds East a distance of 28.39 feet to a point;
THENCE North 66 degrees 52 minutes 49 seconds East a distance of 13.91 feet to a point;
THENCE South 33 degrees 28 minutes 20 seconds East a distance of 8.94 feet to a point;

THENCE South 20 degrees 38 minutes 33 seconds West a distance of 26.66 feet to a point;
THENCE South 65 degrees 33 minutes 40 seconds East a distance of 12.88 feet to a point;
THENCE South 42 degrees 39 minutes 16 seconds East a distance of 12.64 feet to a point;
THENCE North 81 degrees 53 minutes 19 seconds East a distance of 14.92 feet to a point;
THENCE North 12 degrees 40 minutes 16 seconds East a distance of 20.54 feet to a point;
THENCE North 59 degrees 27 minutes 50 seconds East a distance of 22.88 feet to a point;
THENCE North 42 degrees 25 minutes 16 seconds East a distance of 13.48 feet to a point;
THENCE North 52 degrees 18 minutes 55 seconds East a distance of 9.25 feet to a point;
THENCE South 86 degrees 38 minutes 40 seconds East a distance of 28.41 feet to a point;
THENCE South 66 degrees 58 minutes 01 seconds East a distance of 42.66 feet to a point;
THENCE South 70 degrees 38 minutes 25 seconds East a distance of 91.46 feet to a point;
THENCE South 39 degrees 17 minutes 23 seconds East a distance of 74.29 feet to a point;
THENCE South 89 degrees 30 minutes 19 seconds East a distance of 85.16 feet to a point;
THENCE South 55 degrees 14 minutes 21 seconds East a distance of 46.75 feet to a point;
THENCE South 05 degrees 38 minutes 06 seconds West a distance of 9.81 feet to a point;
THENCE South 85 degrees 00 minutes 08 seconds West a distance of 18.34 feet to a point;
THENCE South 10 degrees 22 minutes 27 seconds West a distance of 20.51 feet to a point;
THENCE South 62 degrees 22 minutes 45 seconds East a distance of 21.26 feet to a point;
THENCE North 56 degrees 43 minutes 47 seconds East a distance of 27.88 feet to a point;
THENCE South 37 degrees 17 minutes 00 seconds East a distance of 24.90 feet to a point;
THENCE South 07 degrees 12 minutes 59 seconds West a distance of 16.21 feet to a point;
THENCE South 86 degrees 35 minutes 12 seconds East a distance of 89.06 feet to a point;
THENCE North 66 degrees 25 minutes 50 seconds East a distance of 13.29 feet to a point;
THENCE South 82 degrees 53 minutes 18 seconds East a distance of 27.03 feet to a point;
THENCE North 84 degrees 23 minutes 28 seconds East a distance of 49.40 feet to a point;
THENCE South 66 degrees 09 minutes 40 seconds East a distance of 15.74 feet to a point;
THENCE North 71 degrees 54 minutes 52 seconds East a distance of 43.78 feet to a point;
THENCE South 46 degrees 39 minutes 09 seconds East a distance of 11.40 feet to a point;
THENCE North 85 degrees 52 minutes 28 seconds East a distance of 28.70 feet to a point;

THENCE South 76 degrees 29 minutes 08 seconds East a distance of 12.79 feet to a point, said point being located at the centerline of Dennis Creek;

THENCE traveling northeasterly along the centerline of Dennis Creek, North 29 degrees 00 minutes 50 seconds West a distance of 4.90 feet to a point;

THENCE North 21 degrees 59 minutes 57 seconds West a distance of 28.11 feet to a point;

THENCE North 15 degrees 58 minutes 58 seconds West a distance of 32.10 feet to a point;

THENCE North 72 degrees 07 minutes 09 seconds West a distance of 10.56 feet to a point;

THENCE North 45 degrees 44 minutes 36 seconds West a distance of 19.12 feet to a point;

THENCE North 06 degrees 29 minutes 49 seconds East a distance of 25.78 feet to a point;

THENCE North 19 degrees 01 minutes 16 seconds East a distance of 44.39 feet to a point;

THENCE North 38 degrees 56 minutes 02 seconds West a distance of 30.14 feet to a point;

THENCE North 04 degrees 38 minutes 46 seconds West a distance of 66.96 feet to a point;

THENCE North 60 degrees 08 minutes 24 seconds East a distance of 20.34 feet to a point;

THENCE North 77 degrees 54 minutes 46 seconds East a distance of 16.98 feet to a point;

THENCE North 40 degrees 04 minutes 28 seconds East a distance of 14.05 feet to a point;

THENCE North 06 degrees 39 minutes 02 seconds East a distance of 17.17 feet to a point;

THENCE North 28 degrees 08 minutes 16 seconds West a distance of 40.41 feet to a point;

THENCE North 54 degrees 29 minutes 56 seconds West a distance of 16.31 feet to a point;

THENCE North 12 degrees 04 minutes 53 seconds West a distance of 17.63 feet to a point;

THENCE North 42 degrees 04 minutes 43 seconds East a distance of 18.41 feet to a point;

THENCE North 68 degrees 23 minutes 52 seconds East a distance of 41.33 feet to a point;

THENCE North 45 degrees 26 minutes 29 seconds East a distance of 26.80 feet to a point;

THENCE North 06 degrees 24 minutes 31 seconds West a distance of 11.88 feet to a point;

THENCE North 49 degrees 05 minutes 28 seconds West a distance of 38.52 feet to a point;

THENCE North 44 degrees 08 minutes 56 seconds West a distance of 11.03 feet to a point;

THENCE North 21 degrees 50 minutes 14 seconds East a distance of 60.27 feet to a point;

THENCE North 41 degrees 34 minutes 48 seconds East a distance of 47.12 feet to a point;

THENCE North 26 degrees 28 minutes 41 seconds East a distance of 46.74 feet to a point;

THENCE North 06 degrees 53 minutes 04 seconds East a distance of 37.88 feet to a point;

THENCE North 10 degrees 54 minutes 55 seconds East a distance of 18.30 feet to a point;

THENCE North 39 degrees 21 minutes 36 seconds East a distance of 23.16 feet to a point;
THENCE North 29 degrees 28 minutes 11 seconds West a distance of 40.32 feet to a point;
THENCE North 03 degrees 49 minutes 25 seconds West a distance of 22.40 feet to a point;
THENCE North 21 degrees 14 minutes 22 seconds East a distance of 45.35 feet to a point;
THENCE North 27 degrees 31 minutes 10 seconds East a distance of 50.16 feet to a point;
THENCE North 52 degrees 38 minutes 38 seconds East a distance of 44.38 feet to a point;
THENCE North 42 degrees 32 minutes 07 seconds East a distance of 29.49 feet to a point;
THENCE North 28 degrees 53 minutes 58 seconds East a distance of 39.56 feet to a point;
THENCE North 37 degrees 36 minutes 51 seconds East a distance of 40.16 feet to a point;
THENCE North 72 degrees 16 minutes 24 seconds East a distance of 25.91 feet to a point;
THENCE South 66 degrees 37 minutes 16 seconds East a distance of 17.55 feet to a point;
THENCE North 72 degrees 21 minutes 27 seconds East a distance of 14.97 feet to a point;
THENCE North 55 degrees 17 minutes 42 seconds East a distance of 28.88 feet to a point;
THENCE North 72 degrees 11 minutes 29 seconds East a distance of 62.06 feet to a point;
THENCE North 57 degrees 44 minutes 49 seconds East a distance of 47.27 feet to a point;
THENCE North 73 degrees 02 minutes 35 seconds East a distance of 48.28 feet to a point;
THENCE North 77 degrees 52 minutes 42 seconds East a distance of 58.08 feet to a point;
THENCE North 38 degrees 07 minutes 33 seconds East a distance of 33.45 feet to a point;
THENCE North 68 degrees 52 minutes 28 seconds East a distance of 33.33 feet to a point;
THENCE North 75 degrees 18 minutes 49 seconds East a distance of 19.56 feet to a point;
THENCE North 70 degrees 07 minutes 55 seconds East a distance of 23.32 feet to a point;
THENCE South 78 degrees 44 minutes 39 seconds East a distance of 67.52 feet to a point;
THENCE North 67 degrees 06 minutes 12 seconds East a distance of 39.17 feet to a point;
THENCE South 84 degrees 38 minutes 51 seconds East a distance of 16.19 feet to a point;
THENCE North 53 degrees 10 minutes 19 seconds East a distance of 47.11 feet to a point;
THENCE North 74 degrees 06 minutes 33 seconds East a distance of 33.15 feet to a point;
THENCE North 72 degrees 10 minutes 19 seconds East a distance of 35.09 feet to a point;
THENCE South 85 degrees 33 minutes 44 seconds East a distance of 30.03 feet to a point;
THENCE North 49 degrees 20 minutes 17 seconds East a distance of 17.54 feet to a point;

THENCE North 31 degrees 28 minutes 05 seconds East a distance of 29.51 feet to a point;
THENCE North 53 degrees 46 minutes 49 seconds East a distance of 23.13 feet to a point;
THENCE North 19 degrees 13 minutes 58 seconds East a distance of 16.26 feet to a point;
THENCE North 16 degrees 57 minutes 30 seconds East a distance of 44.95 feet to a point;
THENCE North 52 degrees 14 minutes 17 seconds East a distance of 45.42 feet to a point;
THENCE North 36 degrees 42 minutes 44 seconds East a distance of 87.41 feet to a point;
THENCE North 09 degrees 43 minutes 00 seconds West a distance of 22.52 feet to a point;
THENCE North 28 degrees 19 minutes 36 seconds East a distance of 46.28 feet to a point;
THENCE North 09 degrees 55 minutes 36 seconds East a distance of 53.12 feet to a point;
THENCE North 37 degrees 09 minutes 25 seconds East a distance of 30.40 feet to a point;
THENCE North 18 degrees 18 minutes 57 seconds West a distance of 38.37 feet to a point;
THENCE North 37 degrees 32 minutes 46 seconds East a distance of 26.53 feet to a point;
THENCE North 19 degrees 06 minutes 31 seconds East a distance of 20.52 feet to a point;
THENCE North 44 degrees 46 minutes 14 seconds East a distance of 20.86 feet to a point;
THENCE North 07 degrees 27 minutes 31 seconds West a distance of 65.52 feet to a point;
THENCE North 48 degrees 50 minutes 44 seconds East a distance of 44.51 feet to a point;
THENCE North 18 degrees 04 minutes 36 seconds East a distance of 39.45 feet to a point;
THENCE North 36 degrees 49 minutes 41 seconds East a distance of 42.55 feet to a point;
THENCE North 28 degrees 36 minutes 35 seconds East a distance of 60.11 feet to a point;
THENCE North 23 degrees 09 minutes 33 seconds East a distance of 20.93 feet to a point;
THENCE North 57 degrees 53 minutes 04 seconds East a distance of 75.79 feet to a point;
THENCE North 37 degrees 40 minutes 00 seconds East a distance of 60.89 feet to a point;
THENCE North 05 degrees 19 minutes 41 seconds East a distance of 27.33 feet to a point;
THENCE North 06 degrees 13 minutes 40 seconds East a distance of 20.95 feet to a point;
THENCE North 25 degrees 33 minutes 37 seconds East a distance of 34.21 feet to a point;
THENCE North 09 degrees 03 minutes 07 seconds West a distance of 16.13 feet to a point;
THENCE North 25 degrees 22 minutes 26 seconds West a distance of 15.59 feet to a point;
THENCE North 07 degrees 25 minutes 56 seconds East a distance of 28.09 feet to a point;
THENCE North 14 degrees 51 minutes 39 seconds West a distance of 22.00 feet to a point;

THENCE North 22 degrees 09 minutes 18 seconds East a distance of 34.74 feet to a point;
THENCE North 02 degrees 27 minutes 53 seconds East a distance of 21.60 feet to a point;
THENCE North 36 degrees 56 minutes 20 seconds West a distance of 21.20 feet to a point;
THENCE North 04 degrees 01 minutes 12 seconds West a distance of 45.53 feet to a point;
THENCE North 12 degrees 36 minutes 08 seconds West a distance of 26.77 feet to a point;
THENCE North 13 degrees 17 minutes 31 seconds East a distance of 41.31 feet to a point;
THENCE North 14 degrees 31 minutes 55 seconds West a distance of 53.79 feet to a point;
THENCE North 33 degrees 40 minutes 44 seconds East a distance of 41.73 feet to a point;
THENCE North 09 degrees 29 minutes 31 seconds West a distance of 26.51 feet to a point;
THENCE North 17 degrees 49 minutes 23 seconds West a distance of 22.12 feet to a point, said point being located on the southern right-of-way line of Darel Drive (70' R/W);
THENCE traveling northeasterly along the right-of-way line of Darel Drive, North 66 degrees 07 minutes 39 seconds East a distance of 150.00 feet to a point;
THENCE North 65 degrees 37 minutes 53 seconds East a distance of 150.00 feet to a point;
THENCE North 65 degrees 13 minutes 22 seconds East a distance of 150.01 feet to a point;
THENCE North 64 degrees 54 minutes 00 seconds East a distance of 150.01 feet to a point;
THENCE North 64 degrees 38 minutes 56 seconds East a distance of 150.01 feet to a point;
THENCE North 64 degrees 53 minutes 45 seconds East a distance of 150.00 feet to a point;
THENCE North 64 degrees 58 minutes 35 seconds East a distance of 150.00 feet to a point;
THENCE North 64 degrees 46 minutes 49 seconds East a distance of 322.56 feet to a point;
THENCE with the arc of a curve turning to the right, having an arc length of 127.93 feet, a radius of 556.00 feet, a chord length of 127.65 feet, and a chord bearing North 71 degrees 22 minutes 19 seconds East to a point;
THENCE with a reverse curve turning to the left, having an arc length of 248.08 feet, a radius of 968.77 feet, a chord length of 247.40 feet, and a chord bearing North 70 degrees 37 minutes 39 seconds East to a point;
THENCE North 63 degrees 17 minutes 29 seconds East a distance of 636.35 feet to a point;
THENCE with the arc of a curve turning to the left, having an arc length of 79.90 feet, a radius of 2000.00 feet, a chord length of 79.89 feet, and a chord bearing North 62 degrees 08 minutes 49 seconds East to a point;
THENCE North 61 degrees 00 minutes 09 seconds East a distance of 358.02 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 389.49 feet, a radius of 5794.87 feet, a chord length of 389.42 feet, and a chord bearing North 59 degrees 59 minutes 44 seconds East to a point;

THENCE North 58 degrees 04 minutes 12 seconds East a distance of 283.44 feet to a point;

THENCE North 58 degrees 14 minutes 36 seconds East a distance of 198.62 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 143.70 feet, a radius of 518.45 feet, a chord length of 143.24 feet, and a chord bearing North 66 degrees 11 minutes 02 seconds East to a point;

THENCE with a compound curve turning to the right, having an arc length of 65.72 feet, a radius of 250.00 feet, a chord length of 65.53 feet, and a chord bearing North 81 degrees 39 minutes 21 seconds East to a point;

THENCE with a compound curve turning to the right, having an arc length of 71.13 feet, a radius of 360.44 feet, a chord length of 71.02 feet, and a chord bearing South 85 degrees 09 minutes 33 seconds East to a point;

THENCE South 79 degrees 30 minutes 20 seconds East a distance of 166.21 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 138.10 feet, a radius of 3000.00 feet, a chord length of 138.09 feet, and a chord bearing South 78 degrees 11 minutes 13 seconds East to a point;

THENCE South 76 degrees 52 minutes 05 seconds East a distance of 280.80 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 139.74 feet, a radius of 362.00 feet, a chord length of 138.87 feet, and a chord bearing South 87 degrees 55 minutes 36 seconds East to a point;

THENCE North 81 degrees 00 minutes 53 seconds East a distance of 100.83 feet to a point, said point being located on the eastern right-of-way line of Davis Academy Road (80' R/W);

THENCE traveling northwesterly along the right-of-way line of Davis Academy Road, North 45 degrees 46 minutes 45 seconds West a distance of 12.21 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 403.63 feet, a radius of 914.93 feet, a chord length of 400.37 feet, and a chord bearing North 33 degrees 08 minutes 26 seconds West to a point;

THENCE North 20 degrees 30 minutes 08 seconds West a distance of 453.47 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 27.98 feet, a radius of 875.09 feet, a chord length of 27.97 feet, and a chord bearing North 19 degrees 35 minutes 11 seconds West to a 1/2" rebar set;

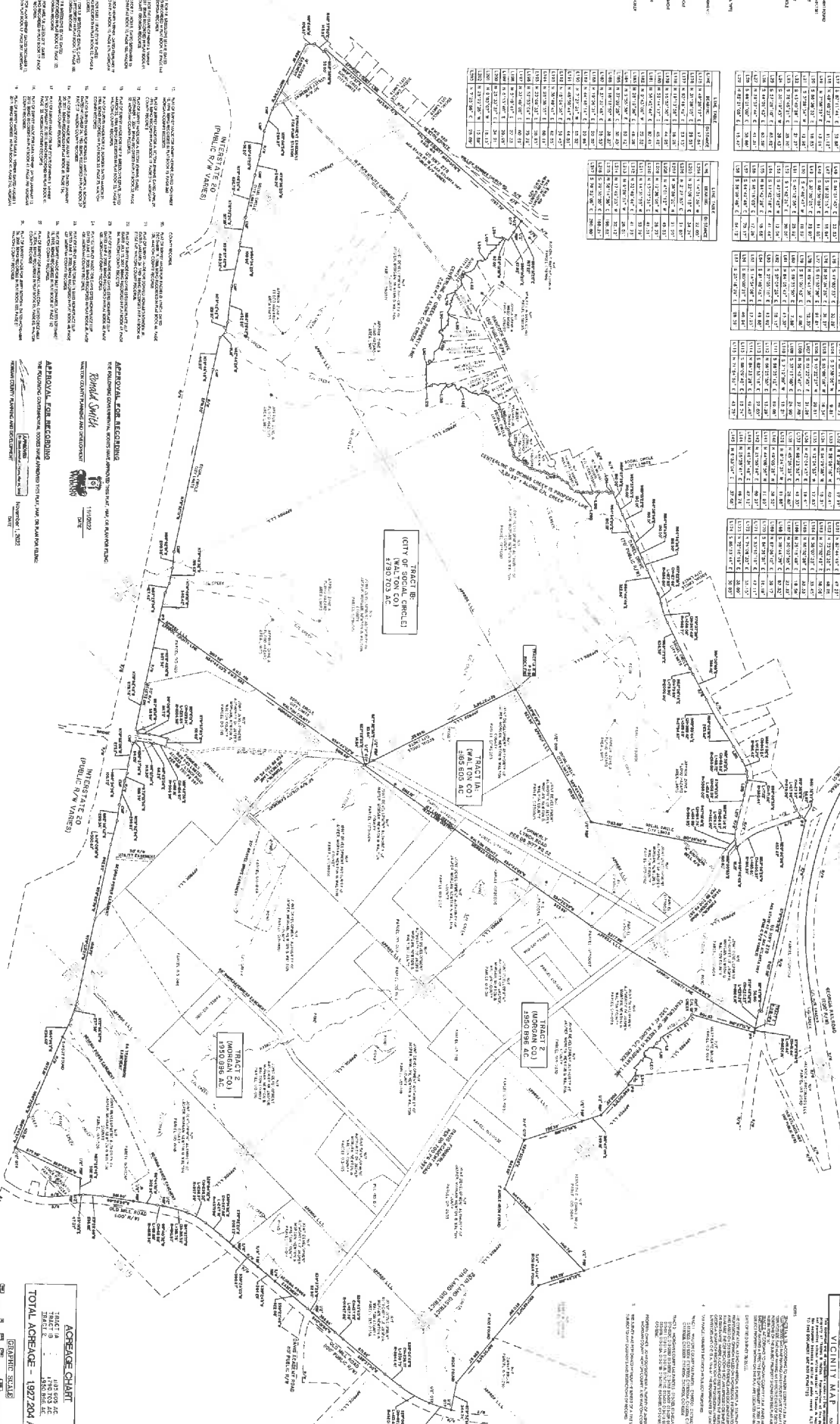
THENCE North 45 degrees 32 minutes 57 seconds East a distance of 68.97 feet to a 1/2" rebar set, said rebar being THE TRUE POINT OF BEGINNING.

The above described tract contains 1,927.204 acres.

PROVIDER'S NOTES:
 1. THE INFORMATION SHOWN ON THIS MAP IS THE PROPERTY OF THE PROVIDER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE PROVIDER.
 2. THE PROVIDER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION SHOWN ON THIS MAP FOR ANY PARTICULAR PURPOSE.
 3. THE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS MAP.

TRACT 1A

Lot	Area	Area	Area	Area
1	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00
10	1.00	1.00	1.00	1.00
11	1.00	1.00	1.00	1.00
12	1.00	1.00	1.00	1.00
13	1.00	1.00	1.00	1.00
14	1.00	1.00	1.00	1.00
15	1.00	1.00	1.00	1.00
16	1.00	1.00	1.00	1.00
17	1.00	1.00	1.00	1.00
18	1.00	1.00	1.00	1.00
19	1.00	1.00	1.00	1.00
20	1.00	1.00	1.00	1.00
21	1.00	1.00	1.00	1.00
22	1.00	1.00	1.00	1.00
23	1.00	1.00	1.00	1.00
24	1.00	1.00	1.00	1.00
25	1.00	1.00	1.00	1.00
26	1.00	1.00	1.00	1.00
27	1.00	1.00	1.00	1.00
28	1.00	1.00	1.00	1.00
29	1.00	1.00	1.00	1.00
30	1.00	1.00	1.00	1.00
31	1.00	1.00	1.00	1.00
32	1.00	1.00	1.00	1.00
33	1.00	1.00	1.00	1.00
34	1.00	1.00	1.00	1.00
35	1.00	1.00	1.00	1.00
36	1.00	1.00	1.00	1.00
37	1.00	1.00	1.00	1.00
38	1.00	1.00	1.00	1.00
39	1.00	1.00	1.00	1.00
40	1.00	1.00	1.00	1.00
41	1.00	1.00	1.00	1.00
42	1.00	1.00	1.00	1.00
43	1.00	1.00	1.00	1.00
44	1.00	1.00	1.00	1.00
45	1.00	1.00	1.00	1.00
46	1.00	1.00	1.00	1.00
47	1.00	1.00	1.00	1.00
48	1.00	1.00	1.00	1.00
49	1.00	1.00	1.00	1.00
50	1.00	1.00	1.00	1.00
51	1.00	1.00	1.00	1.00
52	1.00	1.00	1.00	1.00
53	1.00	1.00	1.00	1.00
54	1.00	1.00	1.00	1.00
55	1.00	1.00	1.00	1.00
56	1.00	1.00	1.00	1.00
57	1.00	1.00	1.00	1.00
58	1.00	1.00	1.00	1.00
59	1.00	1.00	1.00	1.00
60	1.00	1.00	1.00	1.00
61	1.00	1.00	1.00	1.00
62	1.00	1.00	1.00	1.00
63	1.00	1.00	1.00	1.00
64	1.00	1.00	1.00	1.00
65	1.00	1.00	1.00	1.00
66	1.00	1.00	1.00	1.00
67	1.00	1.00	1.00	1.00
68	1.00	1.00	1.00	1.00
69	1.00	1.00	1.00	1.00
70	1.00	1.00	1.00	1.00
71	1.00	1.00	1.00	1.00
72	1.00	1.00	1.00	1.00
73	1.00	1.00	1.00	1.00
74	1.00	1.00	1.00	1.00
75	1.00	1.00	1.00	1.00
76	1.00	1.00	1.00	1.00
77	1.00	1.00	1.00	1.00
78	1.00	1.00	1.00	1.00
79	1.00	1.00	1.00	1.00
80	1.00	1.00	1.00	1.00
81	1.00	1.00	1.00	1.00
82	1.00	1.00	1.00	1.00
83	1.00	1.00	1.00	1.00
84	1.00	1.00	1.00	1.00
85	1.00	1.00	1.00	1.00
86	1.00	1.00	1.00	1.00
87	1.00	1.00	1.00	1.00
88	1.00	1.00	1.00	1.00
89	1.00	1.00	1.00	1.00
90	1.00	1.00	1.00	1.00
91	1.00	1.00	1.00	1.00
92	1.00	1.00	1.00	1.00
93	1.00	1.00	1.00	1.00
94	1.00	1.00	1.00	1.00
95	1.00	1.00	1.00	1.00
96	1.00	1.00	1.00	1.00
97	1.00	1.00	1.00	1.00
98	1.00	1.00	1.00	1.00
99	1.00	1.00	1.00	1.00
100	1.00	1.00	1.00	1.00



RECORDED
 THE INFORMATION SHOWN ON THIS MAP IS THE PROPERTY OF THE PROVIDER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE PROVIDER.
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TASK:
 COMBINATION PLAT

APPROVAL, SIGN & RECORDING:
 [Signature] 11/20/23

APPROVAL, SIGN & RECORDING:
 [Signature] 11/20/23

PROJECT:
 STANTON SPRINGS NORTH

**LAND LOTS 1, 2, 3, 14, 15, 16, 30, 31, 32, 33, & 34
 G.M.D. 282 - 17TH & 20TH DISTRICT - MORGAN COUNTY - GEORGIA**

**LAND LOTS 44, 73, 74, 75, 76, 101, 102, & 106
 SOCIAL CIRCLE G.M.D. 418 - 131 DISTRICT - WALTON COUNTY - GEORGIA**

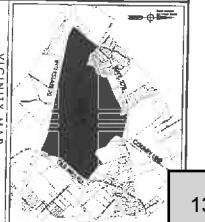
PREPARED FOR:
 THE JOINT DEVELOPMENT
 AUTHORITY OF JASPER COUNTY,
 MORGAN COUNTY, NEWTON
 COUNTY, AND WALTON COUNTY

CONTRACT:
 ANDREA GAY ATTORNEY AT LAW
 (770) 335-1083
 andrea@andreaattorney.com

THOMAS HUTTON
 8076 Bedfordshire Way - Suite A
 Marietta, GA 30067 - 770-971-5266
 www.thomashutton.com

AGEPAGE CHART:
 SHEET 0
 1 OF 3
 JASPER CO. G.M.D. 282
 TOTAL ACREAGE - 1927.204 AC

Exhibit D-2





GRPA in partnership with the Atlanta Hawks and the Hawks Foundation are offering GRPA member agencies funding, resources and opportunities across the state to help serve your communities through Youth Basketball Leagues, Camps, Clinics, Basketball Tournaments, Youth Fitness Programs, Virtual Classes, Esports/Gaming Programs, Special Needs and Adaptive Sports. Each agency can apply for up to \$2,380 (6 agencies per district will be awarded) for needs-based scholarships, supplies, and offerings for your community.

All GRPA affiliated youth basketball leagues are encouraged to register their respective organization as a Jr NBA affiliate. Membership is FREE and qualifies each organization for Jr NBA member benefits, Jr NBA resources, Jr NBA contests and awards programs. <http://jrnba.leagueapps.com/registration>

The Atlanta Hawks offer the GRPA community access to youth focused workout videos, coaching resources and "live" programs via the "Hawks at Home" virtual platform. www.hawks.com/hawksathome

Submit your completed form to: grpa@grpa.org. DEADLINE TO SUBMIT IS FRIDAY September 16th by 5:00PM. You will be notified by Wednesday October 5th if you received funding.

1. Agency name: Walton County Parks & Recreation Department

2. GRPA District: 6th

3. Agency contact information

- a. Contact Person: Jody Johnson
- b. Contact email: jejohnson@co.walton.ga.us
- c. Contact phone number: 770-266-1680
- d. Mailing address for funds: Walton Co. Parks & Rec 303 South Hammond Dr., Dept 455 Monroe, Georgia 30655
- e. Is your agency interested in receiving additional information from the Hawks organization including: Jr. Hawks Adidas uniform vendor program (all kids receive FREE Hawks tickets w/league uniform); info on fan experiences/group ticket offers: YES NO

4. Funding request (up to \$2,380): \$ 2,380.00 Can request multiple events but CANNOT exceed \$2,380 maximum; fill out separate for if requesting multiple programs

5. Current cost for requesting program: \$ 95.00

6. Will funds be used to lower overall registration fees (if so how much)? Will funds be used to completely "scholarship" children whose families are unable to pay (anticipated number affected):

The funds would be used to fund partial scholarships as well as full scholarships depending on the needs of the families who are unable to pay.

7. Scholarship/Special Needs justification/anticipated impact:

The impact of this grant will be seen in those families that would otherwise not sign their children up for the Winter Basketball program. Outside of player scholarships, the grant money would be used for additional tools, training and resources for the volunteer coaches in our program.

8. Is this a new offering for your community due in part of the Hawks funding opportunity? (Please explain)

No

9. Provide most recent participation numbers (BY AGE GROUP). You will be REQUIRED to fill out a post program report indicating updated numbers

a. Male:

6U - 100, 8U - 143, 10U - 125, 12U - 103, 14U - 55, 18U - 65.....591 Total Boys

b. Female:

6U - 37, 8U - 59, 10U - 39, 13U - 33.....168

10. Is your basketball operation in-house or association based? In-House

11. How many volunteer coaches are associated with your proposed activity? 100

If awarded, once your program is over you will be asked to fill out a report form indicating the success of the program. This information is vital to ensure a continuing partnership with the Hawks.Foundation. By filling out and returning this application you agree to all reporting requested.

Resolution 2023 -1

A Resolution to set the time, date and place of the regular meeting of the Board of Commissioners each month,

WHEREAS, Act 917 Section II was passed on March 22, 1990,

WHEREAS, Act 917 Section II amended the Act creating the Board of Commissioners of Walton County, which was approved August 1, 1929, (Ga. Laws 1929 p. 747) as amended,

WHEREAS, the Board of Commissioners pursuant to Act 917 Section II does hereby set the time, date and place of the regular scheduled meetings of the Board of Commissioners as follows: To be held at **6 o'clock p.m.** on the **1st Tuesday of each month with the exception of July and September which will be held on the 2nd Tuesday**. Said meetings shall be held in the Historic Walton County Courthouse, Walton County Government Building or any of the Walton County Courthouse Annexes.

The Board will hold any additional meetings as shall be deemed necessary pursuant to the 1929 creative act as amended.

WHEREFORE, the Board of Commissioners directs the Clerk to publish a copy of this Resolution in the legal organ once a week for two weeks immediately following the passage of this Resolution.

Passed and approved by the Board of Commissioners of Walton County, Georgia, at the first monthly meeting held in **2023** on **January 10, 2023**.

Board of Commissioners of Walton County, Georgia

By: _____
David G. Thompson
Chairman

Attest: _____
Rhonda R. Hawk
County Clerk

Walton County Board of Commissioners

2023 Meeting Calendar

MEETING DATE

AGENDA DEADLINE (12:00 p.m.)

Tuesday, January 10
Tuesday, February 7
Tuesday, March 7
Tuesday, April 4
Tuesday, May 2
Tuesday, June 6
Tuesday, July 11
Tuesday, August 1
Tuesday, September 12
Tuesday, October 3
Tuesday, November 7
Tuesday, December 5

Tuesday, January 3
Tuesday, January 31
Tuesday, February 28
Tuesday, March 28
Tuesday, April 25
Tuesday, May 30
Wednesday, July 5
Tuesday, July 25
Tuesday, September 5
Tuesday, September 26
Tuesday, October 31
Monday, November 29

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2023 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 7, 2022, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81-3, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2023 budget to make changes to the Fiscal Year 2023 budget as presented in the attached summary schedule.

Adopted this 10th day of January, 2023

Chairman, David G. Thompson

Attest:

County Clerk, Rhonda R. Hawk

AMENDMENT SUMMARY
January 2023 Agenda

1. **SPLOST IV 6220.19**: FY 2023 Proposed SPLOST IV/Parks and Rec amendment to increase budgeted expenditures (54.2500) by \$38,185. Due to inflation the original cost to replace HVAC units at three parks has increased by this total amount. The amendment would result in a decrease in overall fund balance.
2. **SPLOST IV 3920.19**: FY 2023 Proposed SPLOST IV/EMA amendment to increase budgeted expenditures (54.2500) by \$4000. Again due to inflation the original cost of the budgeted generator has increased by this amount. The amendment would result in a decrease in overall fund balance.
3. **SPLOST IV 4220.19**: FY 2023 Proposed SPLOST IV/Public Works amendment to increase budgeted expenditures (54.2500) by \$26,000. Again due to inflation the original cost of the budgeted generator has increased by this amount. The amendment would result in a decrease in overall fund balance.
4. **SPLOST IV 3800.19**: FY 2023 Proposed SPLOST IV/E-911 amendment to increase budgeted expenditures (54.2500) by \$4,212. Again due to inflation the original cost of the budgeted HVAC has increased by this amount. The amendment would result in a decrease in overall fund balance.
5. **SPLOST III 1565.13**: FY 2023 Proposed SPLOST III/Government Buildings amendment to increase budgeted expenditures (54.2500) by \$54,604. Again due to inflation the original cost of the budgeted Fire Station and Towable Generators has increased by this amount. The amendment would result in a decrease in overall fund balance.
6. **Sheriff 3300**: FY 2023 Proposed amendment to increase (\$250) budgeted revenues (37.1530 Donations) in reference to a donation from Community Night Out. This will result in an increase in fund balance.
7. **Fire 3510.19 and 3520.19**: FY 2023 Proposed SPLOST IV/Fire amendment to increase budgeted expenditures (54.2200) by \$9111. Originally 3 F-150s were budgeted, but due to lack of availability 3 Chevrolet 1500s will be purchased. This represents the cost difference and will result in a decrease in overall fund balance.
8. **Sheriff 3300**: FY 2023 Proposed amendment to increase budgeted expenditures (52.2240 R&M Service agreement) by 73,750 for ½ year of the O & M costs of 50 FLOCK Falcon Safety Scanners as discussed and approved at the October 2022 Board meeting. This amendment would result in a decrease in fund balance.
9. **Public Works and SPLOST IV/Equipment Shop 4220/4900.19**: FY 2023 Proposed budget transfer to increase budgeted expenditures (54.2500 in 4900.19) by transferring budgeted but unused funds from 52.2280 in 4220. This resulted from an increase (\$12,271) in cost for installation of the Jib Crane. This transfer would neither increase nor decrease fund balance.
10. **Solid Waste and SPLOST IV/Solid Waste**: FY 2023 Proposed budget transfer to increase budgeted expenditures (54.2200 in 4530.19) by transferring budgeted but unused funds from 52.3850 and 53.1600 in 4530. This resulted from an increase (\$5300) in cost for the Mack roll off quoted price. This transfer would neither increase nor decrease fund balance.



Walton County Board of Commissioners

Human Resources

137 E. Washington Street Monroe, GA 30655
Office: (770) 267-1329
Melissia Rusk, Human Resources Director

To: Walton County Board of Commissioners

From: Melissia Rusk, Human Resources Director

Reference: Reappointment Requests - Personnel Advisory Board

This request is for reappointment of the following members to the **Personnel Advisory Board** for **Term January 1, 2023 – December 31, 2026:**

Mickey Lankford

Jacqueline McClendon

Charles (Doug) Hawkins



WASTE DISPOSAL AGREEMENT

This agreement (this "Agreement") is made as of the _____, 20__ by and between **The City of Monroe, Georgia**, a Georgia Municipal Corporation (hereinafter referred to as the "City"), and _____, a Georgia Corporation (hereinafter referred to as "_____").

WHEREAS, the City owns and operates a solid waste transfer station permitted by the Environmental Protection Division of the Georgia Department of Natural Resources to receive municipal solid waste (hereinafter referred to as "MSW");

WHEREAS, _____ is in need of disposal services for MSW;

NOW THEREFORE, in consideration of these recitals and other good and valuable consideration the sufficiency of which is hereby acknowledged, it is agreed as follows:

ITEM 1. Hours of operation of the Transfer Station (unless otherwise reasonably adjusted by the City) shall be 5 a.m. to 4:00 p.m. Monday through Friday, excluding the following holidays: New Years Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and (2 Days) Christmas (unless Christmas is on a Saturday or Sunday).

ITEM 2. The effective date of this Agreement shall be _____, 20__ (hereinafter referred to as the "Effective Date"). This Agreement shall be in effect for an initial period commencing on the Effective Date and ending one (1) year thereafter unless terminated pursuant to the terms of this Agreement. This Agreement may be renewed for additional one-year terms of up to three (3) additional terms. This Agreement shall automatically be renewed for an additional one-year term upon expiration of each then expiring period unless the City or _____ gives thirty (30) days prior written notice of its intention to terminate this Agreement at the end of the then expiring term.

ITEM 3. For its services hereunder, the City will be paid as follows:
 \$67.65 per ton when MSW received is less than 50 tons per month.
 \$65.01 per ton when MSW received is less than 300 tons, but greater than 50 tons per month.
 \$63.24 per ton when MSW received is less than 500 tons, but greater than 300 tons per month.
 \$61.46 per ton when MSW received is less than 1,000 tons, but greater than 500 tons per month.
 \$59.67 per ton when MSW received is greater than 1,000 tons per month.

ITEM 4. The City shall invoice _____ once per month and _____ will pay the City within thirty (30) days of receipt of the invoice. The City shall use the scale at the Transfer Station to weigh the MSW of _____ for invoicing purposes. Both the City and _____ shall have the right to test such scale at such testing party's cost to verify the accuracy thereof at any time during the term of this Agreement.

ITEM 5. The City, and _____ represent and agree that, in all matters relating to the collection and disposal of MSW hereunder, each party is currently in compliance and will comply in the future with all applicable federal, state and local laws, regulations, rules and orders relating to such activities, has and will maintain all required permits and licenses necessary to perform hereunder, and will immediately notify the other parties, and provide copies of all future citations, notices of violations, or other similar notifications during the term of this Agreement.

ITEM 6. Only MSW shall be acceptable for disposal at the Transfer Station. The City shall have the right to refuse to accept for disposal materials not meeting the definition of MSW.

For purposes of this Agreement, the term "**MSW**" shall mean solid waste, garbage, trash, and other types of waste material that is permitted by the permits and licenses held by the City at the Transfer Station, pursuant to present or future State and Federal laws, rules and regulations; provided, however, in no event shall MSW include any Hazardous Waste, Special Waste or Yard Waste which are each defined below.

"Hazardous Waste" shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other applicable federal agency or by the Georgia Department of Environmental Protection or any agency or division having jurisdiction or any other governmental entity having jurisdiction to be "hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous or toxic" as those terms are defined by or pursuant to Federal or State law so as to prohibit said waste from being disposed of at facilities of the same type and character as the City Transfer Station.

"Special Waste" shall mean any waste which requires special processing, handling, or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by the City in accordance with normal waste industry standards. Examples of such Special Waste types include, but are not limited to: mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup of a spill. **"Yard Waste"** shall mean grass clippings, tree trimmings, shrubs, leaves, tree trunks, or any other organic material commonly found as material removed from one's yard whether residential or commercial.

ITEM 7. This Agreement constitutes the entire understanding between the parties and shall be binding upon all parties hereto, their successors, heirs, representative and assigns. The City shall have the right to terminate this agreement with or without cause by providing thirty days (30) written notice to _____.

ITEM 8. Whenever written notice is required for any purpose of this Agreement, such notice shall be delivered in person or sent by registered or certified mail to the addresses set forth below, which address may be changed upon proper notice to the other party. If a notice is delivered in person, it shall be deemed received as of the date delivered to the addressee. If a notice is sent by registered or certified mail, it shall be deemed received as of the earlier of three (3) days after the date on which the notice was deposited in the United States mail, properly addressed, with sufficient postage affixed thereto to insure delivery.

a. Notice to the City:

Logan Propes, City Administrator
City of Monroe
P.O. Box 1249
Monroe, Georgia 30655

b. Notice to _____

_____ (Name)

_____ (Title)

_____ (Address)

_____ (Phone Number)

In witness whereof, the parties hereto have caused their respective names to be signed by their duly authorized officers and representatives as of the day and year below written.

WALTON COUNTY, GEORGIA

CITY OF MONROE, GEORGIA

BY: _____
NAME: _____
TITLE: _____

BY: _____
John Howard
Mayor

WITNESS:

ATTEST:

BY: _____
NAME: _____

BY: _____
Logan Propes
City Administrator



MICROBAC SERVICE PROPOSAL

Walton County Water

CUSTOMER CONTACT

Name Morris Jordan

Address PO BOX 880 / Loganville, GA 30052

Email morris.jordan@co.walton.ga.us

Phone o (770) 267-1409

LABORATORY CONTACT (Ship Samples Here)

Name Alicia Walker

Address 158 Starlite Drive / Marietta, OH 45750

Email Alicia.Walker@Microbac.com

Phone o 800.373.4071

PROJECT DETAILS

Project Name: UCMR5 GA2970008 L.2

Anticipated Date: 06/01/2024

Analysis	Method	Matrix	Note	TAT	Quantity	Cost	Total
Lithium UCMR5 ICP-AES	EPA 200.7, Rv. 4.4 (1994)	Drinking Water		15	12	\$30.00	\$360.00
PFAS UCMR5 HPLC-MS-MS	EPA 537.1	Drinking Water		15	12	\$230.00	\$2,760.00
Comment: A FRB (Field Reagent Blank) must be collected at each entry point. Analysis is required if there is a detection in the entry point sample.							
PFAS UCMR5 HPLC-MS-MS	EPA 533	Drinking Water		15	12	\$305.00	\$3,660.00
Comment: A FRB (Field Reagent Blank) must be collected at each entry point. Analysis is required if there is a detection in the entry point sample.							

Additional Costs

	Quantity	Cost	Total
Environmental Sustainability Fee per Sample	12	\$3.50	\$42.00
EPA 537.1 FRB Analysis (if required)	0	\$230.00	\$0.00
EPA 533 FRB Analysis (if required)	0	\$305.00	\$0.00

Estimated Total **\$6,822.00**

ENVIRONMENTAL SUPPLEMENTAL COSTS



SAMPLING SUPPLIES

Sample containers, bottleware, sample labels and sample chain of custodies are included in unit cost. There is no charge for sample kits with 3 business day notification to proceed. Expedited kits are available, but any overnight shipping fees incurred are billable.



EXPEDITED TAT SURCHARGES

The following surcharge rates will be applied for expedited result requests. Results will be due at the end of business on the due date.

TAT	1 business day	2 business days	3 business days	4-5 business
Surcharge	+ 100%	+ 75%	+ 50%	+ 25%

ENVIRONMENTAL ADDITIONAL POLICIES



FINAL REPORT DELIVERABLES

Level I
Standard Excel



RETAIN POLICY

Most samples are held for 30 days.



OTHER COMMENTS

Kits include cooler, prelabelled and preserved bottles, FRBs, prefilled chain of custody, ice packs, sampling and shipping guidelines, and prepaid return shipping label. UCMR5 kits not returned to the lab within 90 days may be subject to a \$50.00 charge.

CUSTOMER AGREEMENT

Please countersign and return a copy of this proposal as acceptance of offer . Otherwise, samples received at the lab will be considered acceptance of all aspects of this proposal as written.

ACCEPTANCE OF TERMS

This Proposal expires thirty (30) days from the issue date unless signed and returned to Joe Sloan at joe.sloan@microbac.com.

Pricing contained in this proposal will remain in effect for one year from the date signed . Standard Terms & Conditions can be found at: <https://www.microbac.com/standard-terms-conditions>

PROPOSAL AUTHORIZED BY

Signature	_____
Printed Name	Joe Sloan
Title	Business Development Specialist
Date	12/16/2022

PROPOSAL ACCEPTED BY

Signature	_____
Printed Name	_____
Title	_____
Date	_____



Walton County Water

The Safe Drinking Water Act (SDWA) requires that once every five years EPA issue a list of unregulated contaminants to be monitored by public water systems (PWSs). The emphasis for UCMR5 is for PFAS and PFOS chemicals.

The fifth Unregulated Contaminant Monitoring Rule (UCMR 5) was published on December 27, 2021. UCMR 5 requires sample collection for 30 chemical contaminants between 2023 and 2025 using analytical methods developed by EPA and consensus organizations. This action provides EPA and other interested parties with scientifically valid data on the national occurrence of these contaminants in drinking water.

HDRM5 requires that the testing be conducted by an EPA approved lab. We solicited bids and the lowest priced proposal came from Microbac Laboratories. This is the same lab we used for HDRM4 which has just been completed. We are requesting the approval of the proposal from Microbac to conduct the quarterly testing requirements with the proposal estimating the total to be \$6,822. The proposal will cover the 5 quarterly samples required at each of the connection points with three primary systems that supply Walton County water. We will be billed quarterly for the sampling and testing.

This testing is required by the SDWA and must be performed in order to stay in compliance.