



Newnan City Council Meeting

SEPTEMBER 21, 2020

Newnan City Hall
Richard A. Bolin Council Chambers
25 LaGrange Street
6:30 PM

NO OFF-AGENDA ITEMS OR COMMENTS WILL BE CONSIDERED AT TONIGHT'S MEETING

CALL TO ORDER

INVOCATION

READING OF MINUTES

- A. Minutes from Regular Meeting on September 8, 2020

REPORTS OF BOARDS AND COMMISSIONS

- B. Annual Report- Keep Newnan Beautiful (Information Only)
- C. 1 Appointment- Urban Redevelopment Agency, interim appointment thru April 2021
- D. 1 Appointment- Newnan Youth Activities, 3 year term
- E. 1 Appointment- Convention Center Authority, 3 year term
- F. 1 Appointment- Board of Zoning Appeals, 3 year term
- G. 4 Appointments- Farmer Street Cemetery Commission, 3 year term
- H. 10 Appointments- Ethics Commission, 2 year term

REPORTS ON OPERATIONS BY CITY MANAGER

- I. Solicit Council's feedback on the potential reduction of distilled spirits license from \$5,000 to \$2,500

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- J. Consider Authorizing the Development of a 2021 Community Home Investment Program (CHIP) Grant Application
- K. Request to close North and South Court Square for Market Day; October 3rd, November 7th and December 5th
- L. Public Hearing- Request by owner to demolish structure that was built prior to 1940 (tax record attached), property address is 54 Roscoe Rd.
- M. Request for Memorandum of Agreement (MOA) between Coweta County and the City of Newnan regarding local watershed planning and management

UNFINISHED BUSINESS

- N. Public Hearing - Rezoning Request - RZ2020-02, InLine Communities, LLC for 22.007+/- acres located at McBride Street (Tax Parcel N58 0001 002), 90 Sprayberry Road (Tax Parcel N36 015), a portion of 92 Sprayberry Road (Tax Parcel N36 014), and Tax Parcel N58 0006 011 - Consideration of an Ordinance

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- O. Request from the Newnan Rotary Club to erect crosses with names of all citizens of Coweta County killed in combat from WWI to today to be displayed Memorial Day week
- P. Request from Avery Park neighborhood to place signs at entrance on Hwy 29 for garage sale on October 3rd, signs to be posted the day prior

MOTION TO ENTER INTO EXECUTIVE SESSION

- O. Motion to Enter into Executive Session

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, September 8, 2020 at 2:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

Mayor Brady called the meeting to order and delivered the invocation.

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose; George Alexander; Paul Guillaume and Dustin Koritko. Council members present by Zoom: Rhodes Shell and Cynthia E. Jenkins. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Della Hill; Public Works Director/Engineer, Michael Klahr; City Attorney, Brad Sears and Police Chief, Douglas "Buster" Meadows.

MINUTES – SPECIAL CALLED COUNCIL MEETING – AUGUST 20, 2020

Motion by Councilman Koritko, seconded by Councilman DuBose to dispense with the reading of the minutes of the Special Called Council meeting on August 20, 2020 and adopt them as amended.

MOTION CARRIED. (7 – 0)

MINUTES – REGULAR COUNCIL MEETING – AUGUST 25, 2020

Motion by Councilman Koritko, seconded by Mayor Pro Tem Alexander to dispense with the reading of the minutes of the Regular Council meeting on August 25, 2020 and adopt them as presented.

MOTION CARRIED. (7 – 0)

APPOINTMENT – NEWNAN YOUTH ACTIVITIES COMMISSION – 3 YEAR TERM

Mayor Brady asked the City Manager to place Councilman Koritko's appointment to the Newnan Youth Activities Commission on the agenda for the next meeting.

APPOINTMENT – CONVENTION CENTER AUTHORITY

Mayor Brady asked the City Manager to place Councilwoman Jenkin's appointment on the agenda for the next Council meeting to the Convention Center Authority.

APPOINTMENTS – BOARD OF ZONING APPEALS

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to reappoint Ken Parker to the Board of Zoning Appeals for another three year term.

MOTION CARRIED. (7 – 0)

Mayor Brady asked the City Manager to place Councilwoman Jenkins's appointment on the agenda for the next meeting for the Board of Zoning Appeals.

APPOINTMENTS – FARMER STREET CEMETERY COMMISSION

Mayor Brady asked the City Manager to place the appointments to the Farmer Street Cemetery Commission on the agenda for the next Council meeting.

APPOINTMENTS – ETHICS COMMISSION – 2 YEAR TERM

Motion by Councilman Koritko, seconded by Mayor Pro Tem Alexander to reappoint Carl Greene and Krista Frost to the Ethics Commission for another two year term.

MOTION CARRIED. (7 – 0)

Motion by Councilman Shell, seconded by Councilman Koritko to reappoint Thomas W. Barron to the Ethics Commission for another two year term.

MOTION CARRIED. (7 – 0)

Motion by Councilman Shell, seconded by Councilman Koritko to appoint Tom Freeman to the Ethics Commission for a two year term.

MOTION CARRIED. (7 – 0)

Mayor Brady asked the City Manager to place Mayor Pro Tem Alexander, Mayor Brady, Councilman DuBose, Councilman Guillaume and Councilwoman Jenkins's appointments on the agenda for the next meeting.

RESIGNATION – NEWNAN URBAN REDEVELOPMENT AGENCY – ANTOINE MARTIN – EXPIRES APRIL 2021

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to accept the letter of resignation for Antoine Martin from the Newnan Urban Redevelopment Agency term to expire April 2021.

MOTION CARRIED. (7 – 0)

Please place this appointment on the agenda for the next meeting.

REPORT – DOWNTOWN DEVELOPMENT AUTHORITY (INFORMATION ONLY)

Mayor Brady stated the report is in your agenda.

REPORTS AND COMMUNICATIONS - MAYOR

Mayor Brady informed Council and citizens there will be a LINC event on September 19, 2020.

He thanked Main Street and Downtown Development Authority for all of their hard work for the 3K/5K Run on Saturday. There were about 180 people in attendance.

PROCLAMATION – CONSTITUTION WEEK 2020

Mayor Brady read the Proclamation for Constitution Week which will be September 17 – 23, 2020.

**PUBLIC HEARING – ALCOHOL BEVERAGE LICENSE – RETAIL OFF PREMISE
(PACKAGE) SALES, MALT BEVERAGES AND WINE FOR FOUR A's PETROLEUM
LLC D/B/A DODSON FOOD**

Mayor Brady opened a public hearing on the application for a Retail Off Premise (Package) sales of Malt Beverages and Wine License for Four A's Petroleum LLC d/b/a Dodson Food located at 2 Dodson Street.

A representative of applicant was present for the hearing. No one spoke for or against the application. Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

Motion by Councilman Guillaume, seconded by Councilman Koritko to approve the application for a Retail Off Premise (Package) sales of Malt Beverages and Wine License for Four A's Petroleum LLC d/b/a Dodson Food located at 2 Dodson Street.

MOTION CARRIED. (7 – 0)

**PUBLIC HEARING - ALCOHOL BEVERAGE LICENSE – RETAIL ON PREMESE
(POURING) SALES DISTILLED SPIRITS, MALT BEVERAGES AND WINE FOR RED
LOBSTER LLC D/B/A RED LOBSTER #895**

Mayor Brady opened a public hearing on the application for a Retail On Premise (Pouring) sales of Distilled Spirits, Malt Beverages and Wine License to transfer License Representative for Red Lobster Restaurants, LLC d/b/a Red Lobster #895 located at 990 Bullsboro Drive.

A representative of applicant was present for the hearing. No one spoke for or against the application. Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

Motion by Councilman Guillaume, seconded by Councilman Koritko to approve the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine License to transfer License Representative for Red Lobster Restaurants, LLC d/b/a Red Lobster #895 located at 990 Bullsboro Drive.

MOTION CARRIED. (7 – 0)

REQUEST – INTERGOVERNMENTAL AGREEMENT – PROPERTY TAX BILLING WITH NEW COUNTY TAX COMMISSIONER

Motion by Councilman DuBose, seconded by Councilman Guillaume to approve the request for a new Intergovernmental Agreement for Property Tax Billing with the new County Tax Commissioner.

MOTION CARRIED. (7 – 0)

ORDINANCE – AMEND THE CODE OF ORDINANCES BY ADOPTING AN AMENDED ORDINANCE TO ESTABLISH TERMS FOR MEMBERS OF THE FARMER STREET CEMETERY COMMISSION

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Alexander to adopt an amended Ordinance to establish three year terms for Members of the Farmer Street Cemetery Commission.

MOTION CARRIED. (7 - 0)

PROPOSED FY2021 NEWNAN CENTRE BUDGET

It was extremely difficult to formulate this budget due to the uncertainty of how COVID will continue to affect our business. It is my professional opinion that 2021 will be a year of slow return to business for us.

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume to approve the proposed FY2021 Newnan Centre Budget as presented.

MOTION CARRIED. (7 – 0)

SUMMARY OF FINDINGS AND RECOMMENDATIONS FOR INTERSECTION OF WESLEY STREET AT JEFFERSON STREET (SR 14)

The Public Works Director/City Engineer stated at the August 11, 2020 meeting, staff was asked to look into a reported line of sight issue at the subject intersection. As this

intersection is under the jurisdiction of the Georgia Department of Transportation (Jefferson Street is State Route 14), we forwarded the concern to GDOT for their input.

GDOT offered 4 recommendations for mitigating the limited sight distance.

1. Remove on-street parking for approximately 90 feet (5 Parking stalls)
2. Remove pedestrian access at Wesley Street and move up the stop bar
3. Install a mirror outside the Right-of-Way across from Wesley Street
4. Convert Wesley Street to one-way, westbound

After discussing the four recommendations offered by Georgia Department of Transportation it was decided for Staff to gather more information on converting Wesley Street westbound to one way and present report to Council.

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume instructed Staff to proceed with the study and research on converting Wesley Street westbound to one way and present finding to Council for consideration.

MOTION CARRIED. (7 – 0)

AMENDMENT – INTERGOVERNMENT AGREEMENT BETWEEN THIRTEEN (13) LOCAL GOVERNMENT PARTIES WITHIN COWETA COUNTY TO CONDUCT A SERIES OF COMMUNITY FORUMS REGARDING RACE, EQUITY, INCLUSION AND JUSTICE (INCLUDING AGREEMENT AND SCOPE OF WORK FROM THE FANNING INSTITUTE)

The Assistant City Manager indicated this is an amendment to the Intergovernmental Agreement between thirteen (13) Local Government Parties within Coweta County to Conduct a Series of Community Forums Regarding Race, Equity, Inclusion and Justice including the revised scope of services from the Fanning Institute.

The Fanning Institute presented a manageable way to assist with getting what Council wanted from a company. They will identify a 12-15 person planning committee to guide the development of the plan including individuals from the partners group, nonprofits, religions leaders, and business. The Fanning team met with City representatives and other members of team to discuss finalize plan scope and timeline. They will collect data to gain better understanding of the current issues, challenges and will analyze and summarize all findings for action plan.

The City Manager stated the support from Coweta County and the School Board is not from the elected officials but Staff. We have received 4 or 5 executed copies in our office and have about 8 more to go. He indicated the first agreement did not have this proposal.

Motion by Mayor Pro Tem Alexander, seconded by Councilwoman Jenkins to approve the amendment to the Intergovernmental Agreement but not execute until we hear from the School Board and Coweta County Commissioners. If either of the 2 do not vote to move forward we may consider to revisit the issue and bring back to Council.

MOTION CARRIED. (7 – 0)

REPORT – CONDITIONS IN CONSIDERATION OF A DRAINAGE COMPLAINT – 29 DOMINECK STREET

The Public Works Director/Engineer informed Council the Street Department crews made improvements to the inlet-end of the pipe at Domineck Street, including the existing downstream pipe with a larger pipe. Following those improvements, no issues had been raised with the City until 2019. Inspectors for the City have also made it a point to monitor the performance of the ditch, from time to time. At no time was the ditch observed as running full or having been overtopped, nor has the downstream pipe been observed flowing full. It is our position that the two lots adjacent to the ditch are not adequately graded to drain. They are in effect, bowls that will fill up with stormwater until they can empty to the ditch, or over the curb to the street. In addition, the wetted perimeter of the ditch has been reduced by the property owner and the sides of the ditch raised constricting flow and drainage into the ditch.

The home owner, Public Works Director/Engineer and Council discussed the drainage issue. The home owner indicated there are not enough basins for the water to run into and she thinks this is the problem.

There is a grading issue around the owner's property and her neighbor's property, however the City cannot go against the Service Policy. Included in you packet is a cost estimate for drainage improvements proposal from Keck and Wood years ago.

Motion by Councilman Koritko, seconded by Mayor Pro Tem Alexander instructed Staff to conduct an update in-house study on 29 Domineck Street and present report back to Council.

MOTION CARRIED. (7 – 0)

PROPOSAL FOR SALE AND DEVELOPMENT OF RESIDENTIAL PROPERTY – HARPERS FARM

Mayor Brady recuse himself. There is an agent in his firm that has a relationship with the property owner of this project.

The meeting was turned over to Mayor Pro Tem Alexander.

The Assistant City Manager indicated in response to the February 24, 2020 RFP, the City of Newnan received one proposal from Neal Davis Homes, LLC. The proposal, as shown

in the document provides a detailed plan for acquisition and development including price, timeline, lot configuration, existing utilities, house plans and elevations. Staff has met with Neal Davis Homes, LLC to discuss the overall project plan and make certain all parties were in complete understanding of the proposed acquisition and development plan as well as the City Council's directives and desires.

Mr. Neal Davis, owner, gave an overview of the proposed residential property. He indicated the proposed floor plans are similar. The master will be on the main floor. The price will be around \$200,000. He is requesting that a new subdivision name be granted by the City of Newnan for the lots created by this project.

The City Attorney indicated he had not reviewed the RFP. He would like to review the RFP and draw up a contract to be presented to Council for consideration.

Motion by Councilman DuBose, seconded by Councilman Guillaume to instruct the City Attorney to proceed with a contract addressing items two (2), four (4) and five (5) for good faith on both parties and bring back to Council for their consideration for the residential development for property located at Harpers Farm. Recuse: Brady.

MOTION CARRIED. (6 – 0 -1)

REQUEST – NEWNAN JUNIOR SERVICE LEAGUE – HOLD 5K/10K AND FUN RUN

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to approve the request from Newnan Junior Service League to hold 5K/10K and Fun Run on March 13, 2021, same route as in previous years.

MOTION CARRIED. (7 – 0)

REQUEST – BY DIANN ALFORD AND THE VASCULITIS FOUNDATION – HOLD VASCULITIS WALK

Motion by Councilman DuBose, seconded by Councilman Koritko to approve the request by Diann Alford and the Vasculitis Foundation to hold Vasculitis Walk in downtown Newnan, September 19, 2020, same route as last year.

MOTION CARRIED. (7 – 0)

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko that we now enter into closed session as allowed by O.C.G.A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing real estate issues and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to

execute an affidavit in compliance with O.C.G.A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 3:45 pm.

MOTION CARRIED. (7 – 0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the Council was within the exceptions provided by O.C.G.A. Section 50-14-4(b).

MOTION CARRIED. (7 – 0)

NO ACTION TAKEN

ADJOURNMENT

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to adjourn the Council meeting at 4:11 pm.

MOTION CARRIED. (7 – 0)

Della Hill, City Clerk

Keith Brady, Mayor



Keep Newnan Beautiful (KNB) is an affiliate of Keep America Beautiful (2006) and a local affiliate of Keep Georgia Beautiful. We are a non-profit, city funded organization that is working to inspire and educate individuals and our community towards greater environmental stewardship.

BOARD MEMBERS:

Scott Berta, Chair

Alicia Bohannon

Bill Boyd

Matt Bryan

Brenda Jessel

Constance Jordan

Rachel Murrell

Paul Richardson

Tim Ross

Lynn Love-Stanier

Emmie Van Patten

Shalonda Vassar-West

Volunteers



VOLUNTEERS:
273

**6000 POUNDS OF LITTER AND
DEBRIS
COLLECTED BY OUR
VOLUNTEERS THIS YEAR.**

VOLUNTEER HOURS:
7234

Recycling

- 1629 HOUSEHOLD PARTICIPANTS
- 33,139 POUNDS OF PAPER SHREDDED
- 500 GALLONS USED MOTOR OIL AND ANTIFREEZE
- 2186 GALLONS OF PAINT RECYCLED IN 1ST HALF OF 2020- NEXT EVENT IS OCT 24, 2020.



55 Tons of tires recycled



ELECTRONICS EVENT WAS DELAYED DUE
TO COVID AND WILL BE HELD
OCTOBER 3, 2020



Education

Schools touched: Elm Street Elementary, Evans Middle
Moreland Elementary, East Coweta High, Newnan High School,
Ruth Hill Elementary, Stonebridge Early Learning Center.

Covid reduced our contact schedule especially during the spring semester when we focus most of our in person classes around Earth day. We were able to add some learning opportunities at some different places like the YMCA.



Keep Newnan Beautiful works closely with the CWET (Coweta Water Education Team) and the Coweta STEM Institute.

Electronic Billboard



We were able to incorporate PPE waste in our billboard on Bullsboro, to keep the don't be trashy message relative to the current environment.

TOTAL VOLUNTEER HOURS: 6234
VALUE OF VOLUNTEER TIME : \$152,733
IN KIND DONATIONS: \$3,484
PRIVATE/NON GOVERNMENT CASH CONTRIBUTIONS: \$1032
PRIVATE FOUNDATION GRANTS, KAB GRANTS: \$10,800
TOTAL PROGRAM BENEFITS: \$168,049

USING THE KEEP AMERICA BEAUTIFUL FORMULA, THE
KEEP NEWNAN BEAUTIFUL PROGRAM HAD A
COST/BENEFIT RATIO OF **\$10.56** FOR EVERY DOLLAR SPENT
BETWEEN JUNE 2019-JUNE 2020.

City of Newnan
Office of the City Manager



Cleatus Phillips, City Manager

MEMO

TO: Mayor and Council

FROM: Cleatus Phillips, City Manager

DATE: September 15, 2020

RE: Annual Licensing Fee for Retail Consumption Distilled Spirits

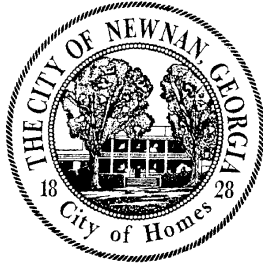
I have had some requests to consider a deferral of the annual alcohol licensing or to develop a payment schedule for the largest licensing fee, which is the Distilled Spirits Licensing in the annual amount of \$5,000.

Instead of a deferral or payment schedule, I would like to solicit feedback from Council to reduce the Distilled Spirits License to \$2,500. I would propose this as a permanent reduction and not a temporary reduction as a result of COVID-19. We currently have 35 restaurants that have a Distilled Spirits License and 19 that have a Beer/Wine License. The annual license fee for Beer and Wine is \$500. The reduction from \$5,000 to \$2,500 would obviously have a direct impact on the budget but that immediate loss of revenue may be overcome by supporting our restaurants.

If Council so desires to make such a change, staff will prepare an ordinance for your consideration at the October 13th Council meeting. Renewal notices have already been sent out to license holders and payment is due by December 11th. If a restaurant pays their renewal prior to consideration of the ordinance a refund would be issued if Council decides to pass the ordinance.

Megan Shea, Executive Assistant • Hasco Craver, Assistant City Manager

Newnan City Hall • P.O. Box 1193 • Newnan, GA 30264 • (P) 770-254-2358 • (F) 770-254-2353



City of Newnan, Mayor and Council

Date: September 21, 2020

Agenda Item: Consider Authorizing Application Development for a 2021
Community Home Investment Program (CHIP) Grant

Prepared and Presented by: Tracy S. Dunnavant, Planning Director

Purpose: To consider whether the City should pursue development of an application for a 2021 CHIP grant.

Background: As you are aware, the City was not selected for funding through the Department of Community Affairs 2020 CDBG grant program. Although the City could resubmit the project for FY 2021 funding, staff and the grant writer feel the better option would be to apply for CHIP funds. If received, the CHIP grant would allow the City to move forward with the housing portion of the project. In addition, the City would be eligible to apply for additional funds each year through the CHIP program if the project shows substantial progress in expending awarded funds.

The maximum grant award for CHIP is \$300,000. There is no cash match requirement (just in-kind and leverage); however, the City would be responsible for approximately \$7,000 for grant administration as well as a \$250 application fee. It is anticipated that the CHIP application will be due on January 31, 2021.

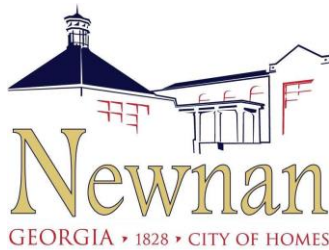
Options:

- A. Authorize staff to move forward in developing a FY 2021 CHIP application
- B. Instruct staff to resubmit its application for FY 2021 CDBG funding
- C. Other action as determined by Council

Recommendation: Staff recommends "Option A", move forward in developing a FY2021 CHIP application

Funding Source: General Fund

Previous Discussions with Council: None



Business Development Department
Abigail Strickland, Main Street Special Events Coordinator

Mr. Cleatus Phillips
City Manager,
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

September 11, 2020

Dear Mr. Phillips,

Please accept this letter as a formal request to place the following agenda item on the Newnan City Council's September 21st, 2020 Meeting Agenda:

Permission to close streets for the following Main Street Newnan event:

- **Market Day – Saturday, October 3rd, 2020**

Permission to close North and South Square between Jackson St/E Court Square and Jefferson St/W Court Square from 6am-4pm. See Attachment A.

- **Market Day – Saturday, November 7th, 2020**

Permission to close North and South Square between Jackson St/E Court Square and Jefferson St/W Court Square from 6am-4pm. See Attachment A.

- **Market Day – Saturday, December 5th, 2020**

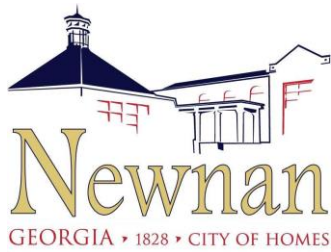
Permission to close North and South Square between Jackson St/E Court Square and Jefferson St/W Court Square from 6am-4pm. See Attachment A.

Attachments:

1. Proposed street closures shown in black.

The request is being made to ensure that proper social distancing is observed to provide more than 6ft of distance between market vendors and participants. If street vending is permitted, vendors will be spaced 6-10 feet apart, and lines will be able to sprawl at a 6ft distance between customers. Vendors will be required to wear face coverings and provide hand sanitizer. Vendors will not be permitted to provide “samples” or “tastes”. The market will operate at half capacity where no more than 30 vendors will be able to attend.

Thank you for your continued support of the Business Development Department and the Main Street Newnan program.



Business Development Department

Abigail Strickland, Main Street Special Events Coordinator

Best Regards,

Abigail Strickland

Special Events Coordinator

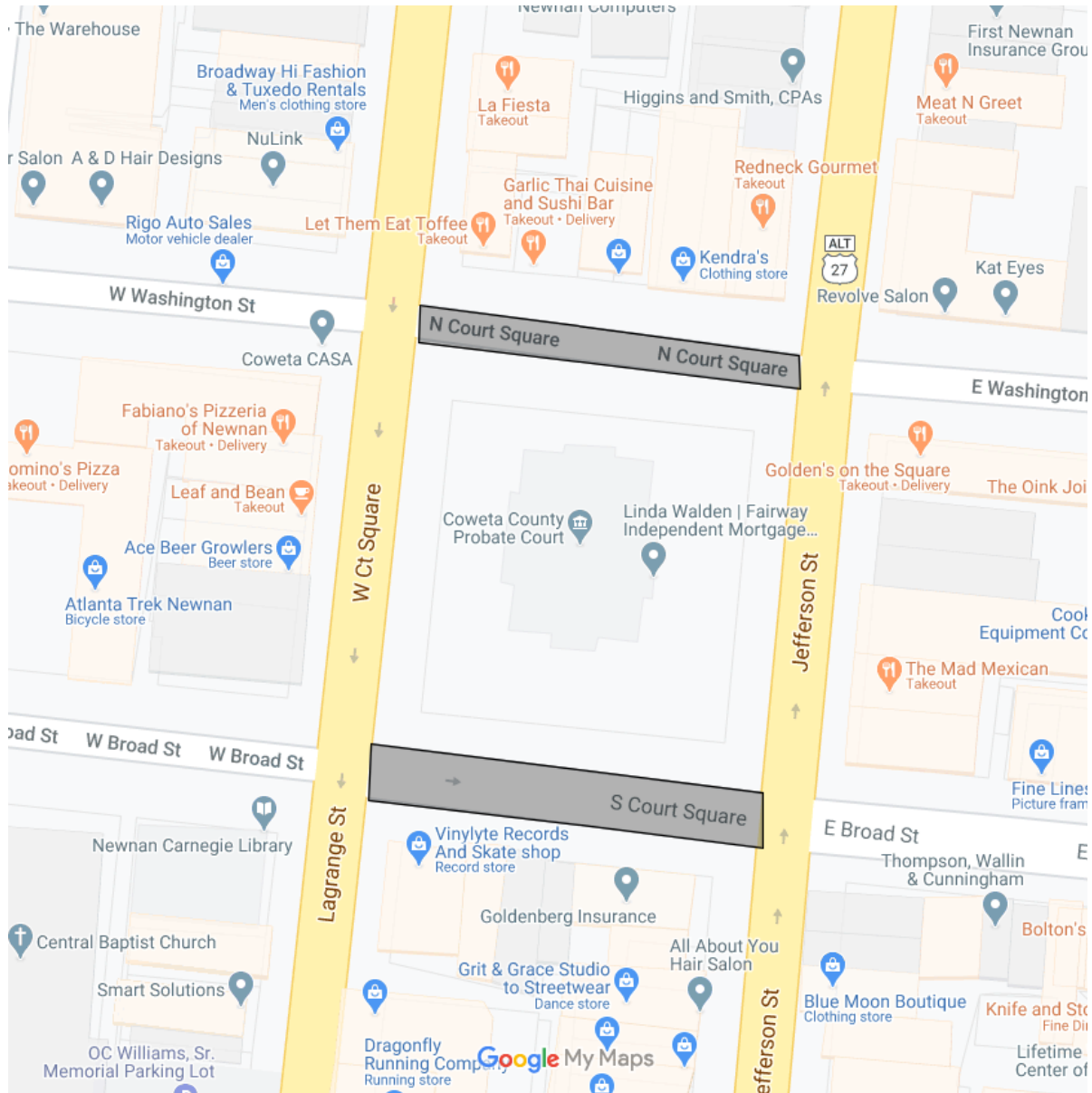
City of Newnan

770-253-8283 (x1)

678-943-0334 (cell)

Astrickland@cityofnewnan.org

Attachment A:





City of Newnan, Georgia - Mayor and Council

Date: September 21, 2020

Agenda Item: Public Hearing - Request Demolition of 54 Roscoe Rd.

Prepared by: Bill Stephenson, Chief Building Official

Purpose: Public Hearing - Request by owner to demolish structure that was built prior to 1940, (tax record attached). The property address is 54 Roscoe Rd.

Background: None

Funding: No funding requirements

Ordinance Considerations:

- a. **Historical significance:** This structure was not in a Historical District at the time the Historical Resources Map of the City of Newnan 1993 Survey was conducted, therefore it was not included in the survey.

Ms. Noelle Hagen-Atwood with the Newnan Coweta Historical Society checked their records and did not have any data in regards to the historical significance of this property.

- b. **Effect of demolition:** the property has adequate clear space in order to be demolished without disturbing other structures.
- c. **Reasonable preservation of structure, value vs. cost:** the cost of renovating the structure exceeds 50% of the assessed value, which meets ordinance eligibility criteria for the City's substandard housing rehab or demolish resolution (repair estimate attached, exhibit "A").
- d. **The property rights of the owner.**
- e. **Denying demolition hardship to owner.**

Previous Discussion with Council: None.



DEMOLITION PERMIT APPLICATION

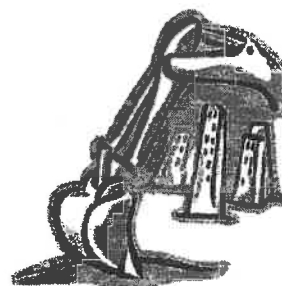
Building Department

25 LaGrange Street

Newnan, GA 30263

Ph. 770-254-2362 Fax 770-254-2361

Email - pstrickland@cityofnewnan.org



Date of Application:

July 9, 2020

Subject Property

Address:

54 ROSCOE RD.

Number and Street

Subdivision

Applicant Name and Contact #:

CAL WIMBERLY

Name

404-550-4625

Contact Phone Number

Owner Name and Contact #:

CLARICE / CAL WIMBERLY

Name

404-550-4625

Contact Phone Number



Interior demolition only



Complete structure -- constructed after 1940 and documentation showing such is attached

Signature of Applicant

[Signature]

Date Signed

July 9, 2020



This structure was constructed prior to 1940 -- Permit cannot be issued without Council approval in accordance with City Ordinance sec. 5-25.1. Please see next page.

Calwimberly@gmail.com

Notification to cut power, gas and water is the responsibility of the owner before demolition. Be sure to make the utility companies aware that the structure will be demolished and to terminate them at the street.

Process to comply with the City Ordinance sec. 5-25.1:

1. Is subject property in any Historical Boundaries as designated by the City of Newnan? (Historic maps can be found on the City of Newnan web site).

- ☐ Yes – Public hearing must be held at least 60 days after posting the property.
- ☒ No – Public hearing must be held at least 30 days after posting the property.

2. Obtain the date of the Council Meetings from our web site or City Manager's Office that assures the above time frame can be met, and in which you can be present. Take a copy of this page to the City Manager's Office and request to be placed on the City Council Agenda for the date you have selected. Note the date and time below – to be used on your posted sign and legal ad.

~~July 14 2020 2:30pm~~
Public Hearing Date and Time of Meeting

Aug 25 @ 6:30pm
Sept 21 @ 6:30 BHP.

3. Post a sign on the subject property in a conspicuous location, the sign is to be no smaller than 6 square feet in area (2'x3'), and shall contain the following information:
- Applicants name
 - Property owners name
 - Subject property address
 - The statement "A demolition permit has been applied for and a public hearing will be held at City Hall, 25 Lagrange St., Newnan, GA regarding this application on (date and time of public hearing from #2 above)."
4. Place an ad in the legal organ of Coweta County at least 2 times, the earliest of which shall not be published more than 15 days prior to the hearing, and containing the same information as the posted sign in #3 above. Clip these out after they run and have the issue dates prepared for the council meeting.
5. Give personal notice of application to demolish to all persons owning property within 250 feet of the subject property. Such notice can be hand delivered to the property owners, or by Certified or Registered Mail. This must be accomplished no later than 15 days prior to the public hearing date. The notice must contain the information shown in #3 above.
6. In deciding whether to grant or deny the demolition, removal or relocation permit, the Mayor and Council shall consider the following factors:
- The historic, scenic or architectural significance of the structure;
 - The effect of the demolition, removal or relocation and subsequent use of the property, and whether such would result in substantial detriment to neighboring property owners or the public good;
 - Whether reasonable measures can be utilized to preserve the structures, taking into account the value of the structure and the cost to repair the structure;
 - The property rights of the applicant; and
 - Whether denying the permit application would create great practical difficulty or an unnecessary hardship on the applicant or property owner.
7. The decision of the City Council shall be final.
8. If Mayor and Council grant the request, the Chief Building Official will cause the permit to be issued.



Magoba, LLC - 6280 Oakwood Circle, Norcross, Ga 30096

June 30, 2020

RE: **Asbestos Abatement at Single Home Property**
54 Roscoe Rd.
Newnan, Georgia 30263

Magoba, LLC hereby certifies that it has completed abatement of the containing materials at the referenced property as agreed upon in the proposed Scope of Work, including all change orders (if applicable).

Our abatement crew, consisting of trained and certified asbestos workers and supervisors, completed removal identified asbestos materials (Kitchen drywall joint compound and kitchen ceiling drywall joint compound) from the referenced property, and visually cleared of asbestos materials by Magoba's Asbestos Supervisor (Competent Person).

In compliance with State regulations, the asbestos containing materials were packed into 6-mil double plastic bags and disposed of in a landfill authorized to accept asbestos waste. Waste manifest will be forwarded once received from the landfill.

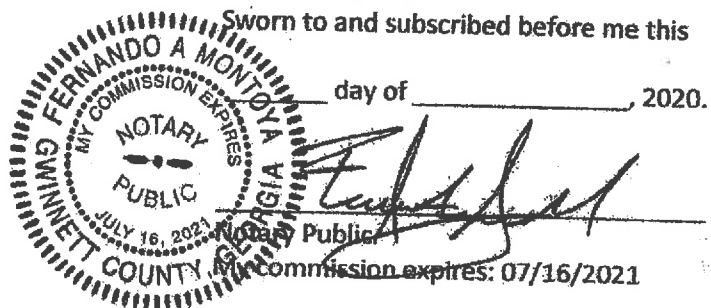
Please accept this letter as confirmation of completion of the project listed above.

Please contact me at 404-271-8239 if you have any questions.

Sincerely,



Martin Gomez
President



Commitment to Excellence!!



***Coweta-Fayette
Electric Membership Corporation***

807 Collinsworth Road • Palmetto, Georgia 30268-9442 • Phone 770-502-0226 • www.utility.org

May 21, 2020

Re: 54 Roscoe Rd.

To whom it may concern

The service to the house being demolished down has been disconnected

If you have any further questions, please call me @ 770-252-7423

Sincerely,

Kenny Hinesley
Staking Technician
770-252-7423



May 27, 2020

Newnan Utilities
Jeff Pecce
70 Sewell Road
Newnan, GA 30263

Mr. Cal Wimberly

REF: WATER SERVICE REMOVED AT 54 ROSCOE ROAD, NEWNAN GEORGIA

Dear Mr. Wimberly

I am writing to per your request to confirm that Newnan Utilities has removed the water service at the above address. The meter was removed on May 18, 2020.

Please let me know if you have any further questions.

Sincerely,

Jeff M. Pecce
Utility System Manager
Office: 770-683-6198
Email: Jeff@Newnanutilities.org

70 Sewell Road
Newnan, GA 30263
770-683-5516
770-683-0292 fax
www.NewnanUtilities.org



Demolition Letter 6/1/2020

Atlanta Gas Light

To Whom It May Concern,

The gas services at 54 Roscoe Rd, Newnan, Ga 30263 has been cut and capped at street as of 5/29/2020.

If you any further questions, please call David Adams Ops Foreman @ 678-621-62416-12020

David Adams

Atlanta Gas Light

Exhibit "A"

The structure has been vacant for several years and has mold and mildew on interior surfaces and peeling paint throughout, including the siding. All major components listed below are in significant disrepair or woefully inadequate. These costs represent conservative ball park figures for complete renovation of the structure.

Cost of repairs

Roof	8,000
HVAC system	10,000
Electrical	7,500
Plumbing	8,000
Foundation/subfloor repairs	15,000
Siding/sheathing	8,000
Interior repairs and paint	7,500
Insulation	5,000
Flooring repairs and refinish	7,000
Front and rear porch repairs	4,500
Windows	4,000
Total	\$84,500
Tax assessed value	\$15,320

Renovation is approximately 515% of assessed value (structure only).

It is unknown whether this structure has been evaluated for asbestos or lead based paint.

Exhibit "A"



Overview



Legend

-  Parcels
-  Roads

Parcel ID N62 0006 009
Class Code Residential
Taxing District NEWNAN 02
Acres 0.25

Owner ROSSER JUANITA
 54 ROSCOE RD
 NEWNAN GA 30263
Physical Address 54 ROSCOE RD
Assessed Value Value \$82820

Last 2 Sales

Date	Price	Reason	Qual
4/30/2020	\$60000	FM	Q
10/18/2007	0	04	U

(Note: Not to be used on legal documents)

Date created: 7/13/2020

Last Data Uploaded: 7/13/2020 12:59:15 AM

Developed by  **Schneider**
 GEOSPATIAL



Online Appeal

Would you like to submit an appeal to the Board of Assessors? [Click Here](#) for more information.

Appeal to Board of Assessors

Summary

Parcel Number N62 0006 009
Location Address 54 ROSCOE RD
Legal Description H/L 54 ROSCOE RD
 (Note: Not to be used on legal documents)
Class R3-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District NEWNAN 02 (District 02)
Millage Rate 30.039
Acres 0.25
Neighborhood UL-Newnan HS-Newnan City (224041)
Homestead Exemption Yes (LC)
Landlot/District 0 / 0

[View Map](#)

Owner

WIMBERLY CLARICE A
 67 DOC PERRY RD
 NEWNAN, GA 30263

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	Res-Newnan City	Acres	9,350	0	0	0.25	1

Residential Improvement Information

Style 1 Family (Detached)
Heated Square Feet 1052
Interior Walls Sheetrock
Exterior Walls Other
Foundation Crawl/Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1910
Roof Type Asphalt Shingle
Flooring Type Carpet/Vinyl
Heating Type Baseboard
Number Of Rooms 0
Number Of Bedrooms 3
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$15,320
Condition Average
House Address 54 ROSCOE

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homestead Imp: 3 Avg	2017	0x0 / 1	1	\$5,000

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/30/2020	5043 224	1 119	\$60,000	QUALIFIED IMPROVED	ROSSER JUANITA	WIMBERLY CLARICE A
10/18/2007	3266 478	1 119	\$0	UNQUALIFIED IMPROVED	ROSSER RUTH PARKS	ROSSER JUANITA
10/18/2007	3266 476	1 119	\$0	UNQUALIFIED IMPROVED	ROSSER RUTH PARKS	ROSSER RUTH PARKS
4/17/2003	MB122 237		\$0	UNQUALIFIED IMPROVED	PARKS ONETER	ROSSER RUTH PARKS
	00		\$0	UNKNOWN STATUS		PARKS ONETER

Valuation

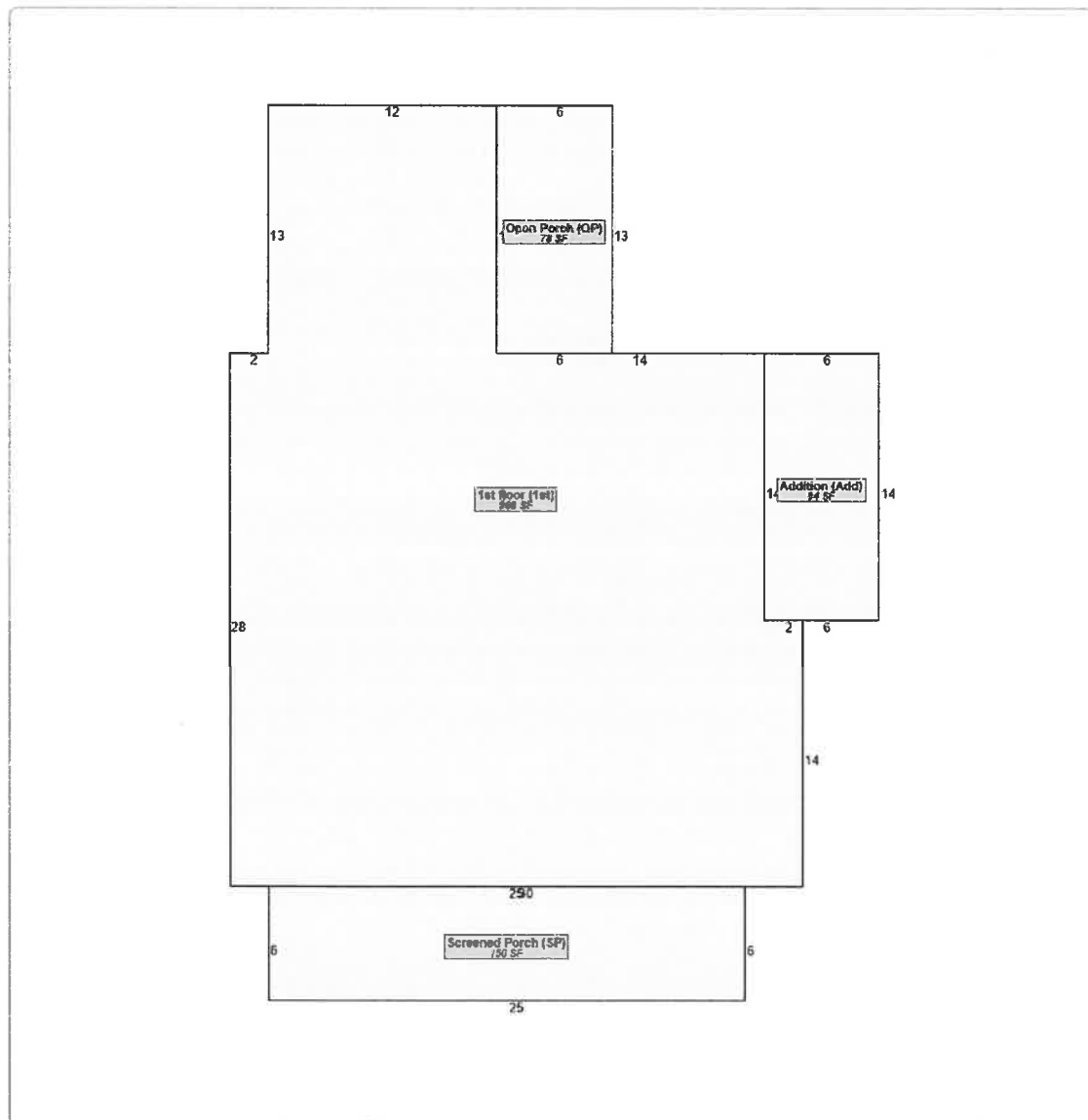
	2020	2019	2018	2017	2016
Previous Value	\$47,244	\$47,244	\$47,244	\$47,244	\$47,244
Land Value	\$62,500	\$32,426	\$32,426	\$32,426	\$32,426
+ Improvement Value	\$15,320	\$14,818	\$14,818	\$14,818	\$14,818
+ Accessory Value	\$5,000	\$0	\$0	\$0	\$0
= Current Value	\$82,820	\$47,244	\$47,244	\$47,244	\$47,244

Assessment Notices 2019

37285

Assessment Notices 2020

2020



No data available for the following modules: Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Septic Drawings, Photos.

The Coweta County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 7/13/2020, 12:59:15 AM

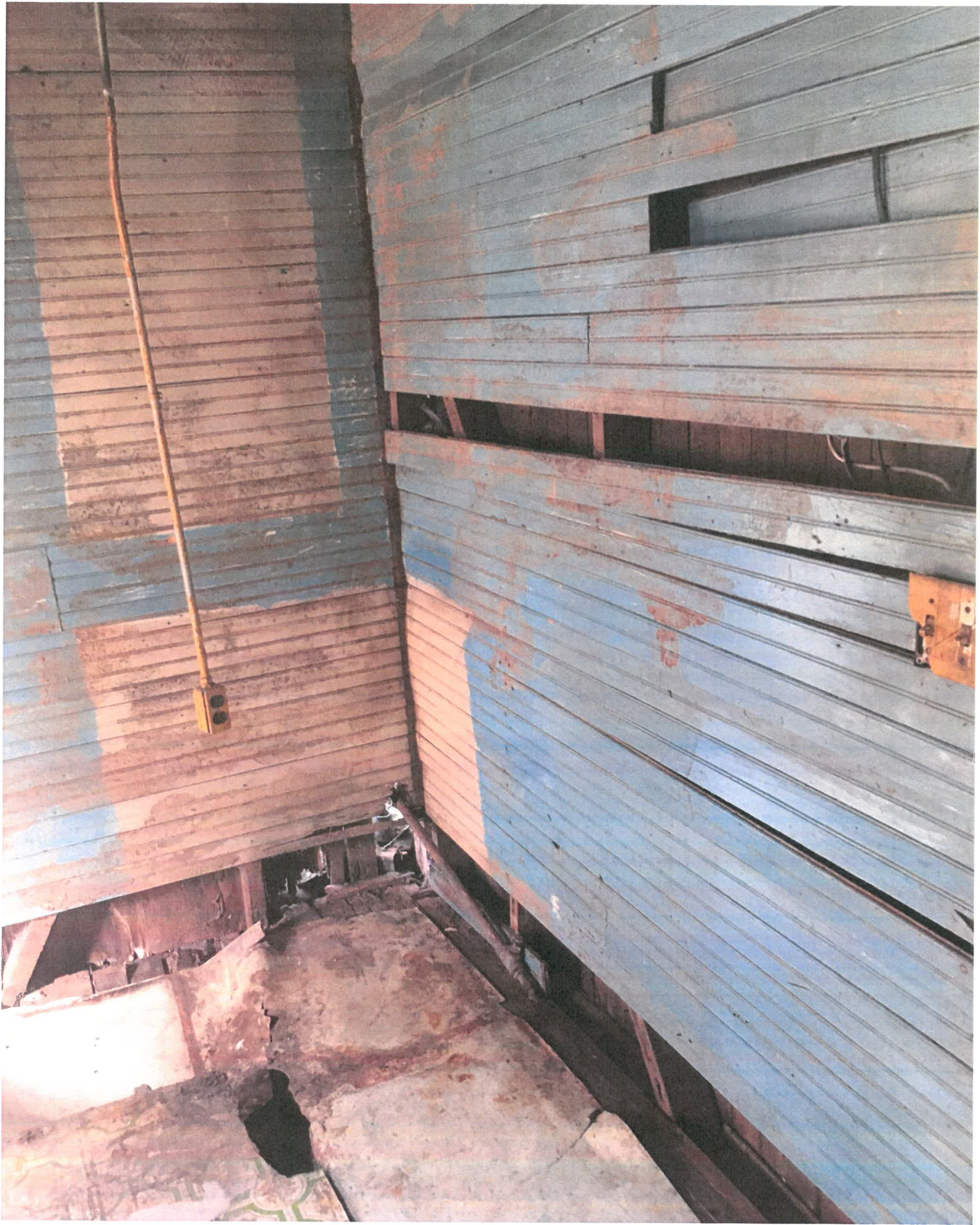


Version 2.3.69



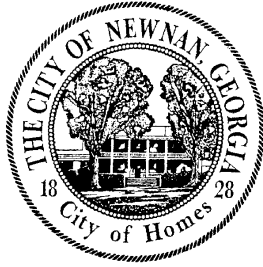












City of Newnan, Georgia - Mayor and City Council

Date: September 21, 2020

Agenda Item: Memorandum of Agreement (MOA) between Coweta County and the City of Newnan regarding local watershed planning and management

Prepared by: Michael Klahr, Public Works Director/ City Engineer

Purpose: This *MOA* provides for reciprocal rights of exchange of information between the County and City in order to more efficiently and effectively meet requirements and report findings to the Georgia Environmental Protection Division (EPD) and the Metropolitan North Georgia Water Planning District (District), pertaining to local watershed planning and management.

Background: This *MOA* is an extension of a similar agreement entered into between Coweta County and the City of Newnan in 2013.

This agreement is mandated by the State of Georgia for jurisdictions within the District, and will become effective upon execution by both parties and will terminate December 31, 2025, but will automatically renew for four (4) additional one year terms unless terminated by either party by written notice given on or before December 31 of the preceding year.

Options:

- A. Enter into the *MOA*, as presented
- B. Other action as directed by Council

Recommendation: Option A

Attachments: *Memorandum of Agreement between Coweta County, Georgia and the City of Newnan Regarding Local Watershed Planning and Management*

**STATE OF GEORGIA
COUNTY OF COWETA**

**MEMORANDUM OF AGREEMENT
BETWEEN COWETA COUNTY, GEORGIA AND THE
CITY OF NEWNAN
REGARDING LOCAL WATERSHED PLANNING AND MANAGEMENT**

WHEREAS, effective local watershed planning and management cannot take place without full participation of government entities and other entities and stakeholders within and surrounding Coweta County; and

WHEREAS, Coweta County, Georgia and the City of Newnan, Georgia are committed to responsible watershed planning and management within and around Coweta County; and

WHEREAS, the State of Georgia mandates that local governments enter into memorandums of agreement for watershed planning and management purposes.

NOW, THEREFORE, in consideration of the mutual promises and benefits pursuant to this Agreement, Coweta County, Georgia (“County”) and the City of Newnan, Georgia (“City”), referred to individually as “Party” or collectively as “Parties, hereby agree as follows:

I. PURPOSE

The purposes of this memorandum are to promote local government cooperation, facilitate increased communication, and establish an efficient and effective process for meeting Georgia Environmental Protection Division (“EPD”) and the Metropolitan North Georgia Water Planning District (“District”) requirements as they pertain to local watershed planning and management.

This agreement provides for reciprocal rights for exchange of information between the County and the City of data, assessments, studies, analyses, and other resources and capabilities. The County and the City have specific, unique, and mutually beneficial resources that can be shared to further their individual program efforts.

Accordingly, this Memorandum of Agreement (“MOA”) establishes:

- a) Participant responsibilities for information exchange and coordination of activities,
- b) Liaison points of contact for each Party.

II. AUTHORITY

The County and the City have authority to enter into this MOA pursuant to powers vested to each Party by the General Assembly of the State of Georgia and the Constitution of the State of Georgia, including by not limited to, Article 9, § 3, ¶ 1.

III. GOVERNMENTS' SCOPE OF WORK & RESPONSIBILITIES

A. Duties of County within the jurisdictional boundaries of Coweta County:

The County agrees to perform the following duties in accordance with this MOA:

- (1) Provide a designated staff person in the Coweta County Public Works Department that will serve as a liaison for purposes of fulfilling the requirements set forth in this MOA;
- (2) Conduct water quality monitoring at one long-term monitoring station per District monitoring requirements and in coordination with local Watershed Protection Plans;
- (3) Develop a joint City/County TMDL monitoring and implementation plan for 303(d) listed stream segments and conduct monitoring according to the approved plan;
- (4) Upon request, provide any applicable data or reports to the City.

B. Duties of City within the jurisdictional boundaries of the City:

The City agrees to perform the following duties in accordance with this MOA:

- (1) Provide a designated staff person in the City's Public Works Department that will serve as a liaison for purposes of fulfilling the requirements set forth in this MOA.
- (2) Assist with the development of a joint City/County TMDL monitoring and implementation plan for 303(d) listed stream segments and conduct monitoring according to the approved plan;
- (3) Upon request, provide any applicable data or reports to the County.

IV. ANNUAL REVIEW

Each year a review of this Memorandum of Agreement will be conducted between the Parties. The purposes of the review will be to:

- a) Reaffirm organizational commitment to this Memorandum of Agreement

- b) Review the previous year's actual participation and share any mutually agreed upon and accepted revisions.

V. TERM

This agreement shall commence upon execution by both Parties and shall terminate December 31, 2025, but shall be automatically renewed for four (4) additional one year terms unless terminated by either Party by written notice given on or before December 31 of the preceding year.

VI. MODIFICATION

This Memorandum of Agreement may be modified or amended only by subsequent written document, signed by representatives of all signatories, expressly stating the intention to amend this Memorandum of Agreement.

VII. ACKNOWLEDGEMENT OF LEGAL RIGHTS AND INTERESTS.

The process and programs described in this Memorandum of Agreement are intended to result in the cooperative planning and management of watersheds on a local scale. The Parties agree that participation in the planning and management of any local watersheds shall not abrogate the legal rights or reserved interests of any member, except where an obligation has been accepted in writing pursuant to this Memorandum of Agreement or any other previously signed Agreement(s).

VIII. GENERAL PROVISIONS.

a) The validity, interpretation and performance of this agreement and each of the promises and covenants set forth herein shall be governed by and interpreted and constructed in all respects under the laws of the State of Georgia.

b) This agreement may be amended or modified only by written instruments signed by authorized representatives of each party hereto.

c) This agreement constitutes, the full and complete agreement between the parties hereto as to the subject matter hereof. All promises, representations, terms, conditions, agreements or other understandings, either verbal or written, related to the subjects addressed in this agreement are hereby merged into and are set forth in this agreement.

d) If any of this agreement is held to be unenforceable by any court for any reason, the balance of this agreement shall continue in full force and effect and bind the parties hereto.

IX. EFFECTIVE DATE

This Memorandum of Agreement shall become effective and commence upon execution of the Memorandum of Agreement by the initiating Government Parties.

IN WITNESS WHEREOF, the parties hereto have made and entered this agreement as of the date shown below.

COWETA COUNTY, GEORGIA

By: _____
Chairman

Date: _____

Attest: _____
Clerk

CITY OF NEWNAN, GEORGIA

By: _____
Mayor

Date: _____

Attest: _____
Clerk



City of Newnan, Georgia – Mayor and City Council

Date: September 21, 2020

Agenda Item: Rezoning Request – RZ2020-02
22.007+/- acres located at McBride Street (Tax Parcel N58 0001 002), 90 Sprayberry Road (Tax Parcel N36 015), a portion of 92 Sprayberry Road (Tax Parcel N36 014), and Tax Parcel N58 0006 011

Prepared and Presented by: Chris Cole, Planner

Purpose:

InLine Communities, LLC has applied for the rezoning of 22.007± acres located on McBride Street (Tax Parcel N58 0001 002), 90 Sprayberry Road (Tax Parcel N36 015), a portion of 92 Sprayberry Road (Tax Parcel N36 014), and Tax Parcel N58 0006 011. The request is to rezone the subject property from IHV (Heavy Industrial District) and RU-7 (Urban Residential Single-Family Dwelling District – High Density District) to RML (Residential Multiple-Family Dwelling – Lower Density District) for the purpose of constructing 103 townhouse-style condominium units.

Background:

In accordance with the Zoning Procedures Law, staff has completed a rezoning assessment that provides background information, an overview of the request, and an evaluation of the application in terms of the standards for rezoning. The Assessment is as follows:

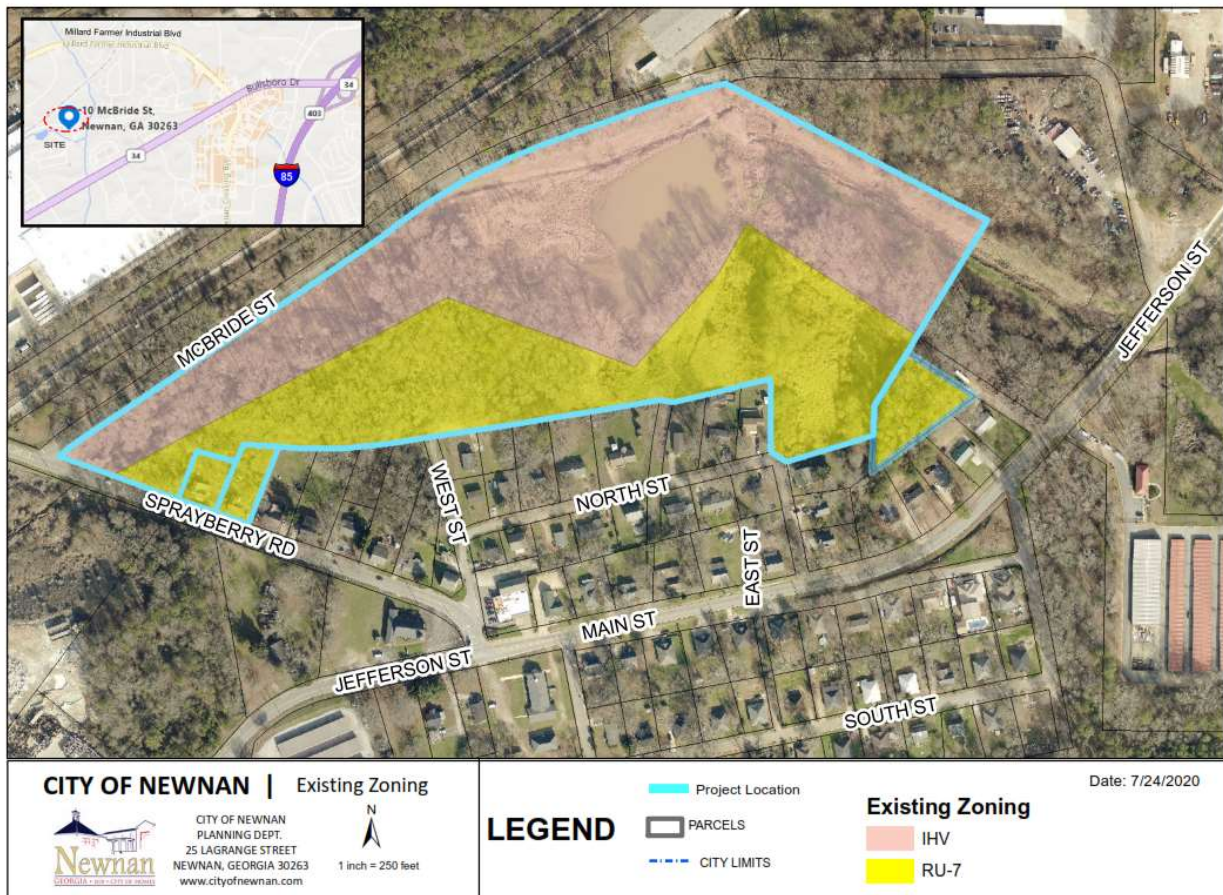
REZONING ASSESSMENT

Applicant Information:

InLine Communities, LLC
1776 Peachtree Street, NW Suite 100
Atlanta, GA 30309

Site Information:

The subject property (consisting of the four tracts totaling 22.007± acres) is located at the intersection of McBride Street and Sprayberry Road. The proposed rezoning site plan has been included as part of the application and shows the layout of the buildings (as well as the buffers and setbacks that will be required for the site). The following is an overview of the four tracts that make up the subject property (please see the Existing Zoning Map on Page 2 of this staff report for a visual representation):



Tax Parcel N58 0001 002 – As shown on the Existing Zoning Map above with a “0” address, this 21.293-acre+/- tract is vacant and contains two zoning designations, IHV and RU-7. The tract fronts on McBride Street and Sprayberry Road, but the applicant has indicated that all access will come off Sprayberry Road and a future extension to Jefferson Street. The following is an overview of the Engineering Department’s comments on this tract: There is a 50-foot undisturbed stream buffer with a 75-foot impervious setback on this tract. This tract also has significant floodplain and future floodplain, along with a lake and possible wetlands. The rezoning site plan shows proposed improvements in the future floodplain and the 75’ impervious surface setback. Regarding these issues, any reduction of the buffers or impervious surface will require a variance from the Board of Development Appeals. Appropriate buffers will be required between Tax Parcel N58 0001 002 and the adjoining properties according to the City’s Tree Protection and Landscape Ordinance.

90 Sprayberry Road (Tax Parcel N36 015) – This 0.27-acre+/- tract is zoned RU-7 and contains an existing single-family home that will be razed in order to proceed with the development if the rezoning is approved. A 25-foot densely planted buffer will be required between 90 Sprayberry Road and the remaining portion of 92 Sprayberry Road according to the City’s Tree Protection and Landscape Ordinance.

Portion of 92 Sprayberry Road (Tax Parcel N36 014) – This 0.35-acre+/- tract is zoned RU-7 and contains a single-family home. Only the back portion of this tract is part of the rezoning request as indicated on the rezoning site plan (see Lot 72-A on southwest corner of rezoning site plan – this demonstrates where the back portion of the tract is proposed to be split). The existing single-family home will remain as part of the remaining existing tract. A 25-foot densely planted buffer will be required between the portion of 92 Sprayberry Road being split off and the remaining portion of 92 Sprayberry Road according to the City’s Tree Protection and Landscape Ordinance. When splitting this tract, the applicant should be mindful to not turn the remaining tract (containing the house) into a nonconforming tract in terms of the setback

requirements, minimum lot size requirements, and other dimensional requirements for RU-7 zoning.

Tax Parcel N58 0006 011 – This 0.87-acre+/- tract is zoned RU-7 and is vacant. A 25-foot densely planted buffer will be required between this tract and the adjacent properties on Jefferson Street and East Street according to the City's Tree Protection and Landscape Ordinance.

The tracts at 90 Sprayberry Road, 92 Sprayberry Road, Tax Parcel N58 0006 011, and the portion of the larger tract (Tax Parcel N58 0001 002) zoned RU-7 also fall into the City's Urban Redevelopment Boundary. Properties within this boundary are included in the City's efforts to revitalize older neighborhoods. The Urban Redevelopment Plan, which includes the Urban Redevelopment Boundary Map, was adopted in 2010. Staff and the Newnan Urban Redevelopment Agency work to be proactive in terms of creating housing opportunities in the redevelopment area.

The subject property is located approximately 0.138 miles from an RML-zoned development, Jefferson Grove (constructed in 2018), and approximately 0.59 miles from two other RML-zoned developments that are adjacent to each other, Preston Mill Apartment Homes (constructed in the late 1990s) and Jefferson Point Apartment Homes (constructed in the early 1990s). All three of these nearby properties are on Jefferson Street and are zoned RML.

Staff has also been made aware that it appears that there are at least two properties that are along the existing Marathon Street whose access could be affected by the proposed development. Public Works Director Michael Klahr confirmed Marathon Street is a public street. On the rezoning site plan, Marathon Street is included within the proposed 25' landscape buffer and this could affect the easement(s) for certain Marathon Street properties. On the attached Marathon Street Map, it appears that one of the Marathon Street properties at least (Tax Parcel N58 0003 003) has its only possible access point along Marathon Street. Staff discussed this issue with the applicant as the buffer will need to be adjusted accordingly to protect the easements to any affected Marathon Street properties.

It appears two of the affected Marathon Street properties include:

- 20 Marathon Street – Tax Parcel N58 0003 004 – (corresponds with Lot 63-A on the rezoning site plan)
- 20 Marathon Street Rear – Tax Parcel N58 0003 003 – (corresponds with Lot 61-A on the rezoning site plan)

Regarding adherence to the townhouse-design requirements from the Zoning Ordinance, the applicant must meet the requirements shown below prior to obtaining site plan approval or any permits. Rear-loaded units will also be a feature based on the following requirement: "For developments consisting of 20 acres or greater, no more than 50% of the units shall have front entry garages." It is staff's understanding that the overall site plan is still being refined.

(c) Townhouses.

(1) A row of townhouses shall not contain more than 8 dwelling units.

(2) Townhouses shall not be designed to give the appearance of row houses. Facades of each unit shall be offset a minimum of 18 inches to create the appearance of separate buildings and shall be articulated within the building façade-meaning variation in the look and structure often achieved through the inclusion of architectural features (porches, porticos, balconies, bay windows and roof lines) and can also be accomplished with using various building material types materials). No two facades shall be alike in a single row of townhouse buildings.

- (3) Exterior finished material shall be constructed with a combination of clay masonry brick, natural stone including granite, marble, sandstone, field stone or any other natural stone approved by the Planning and Zoning Director; manufactured stone including imitation field stone, marble terrazzo, and any other manufactured finish stone approved by the Planning and Zoning Director; wood, traditional three coat stucco, or fiber-cement planks and panels either lap siding, shingle siding or vertical siding patterns painted or stained. The use of architectural details such as hip returns, operable window shutters, transoms, wrought iron railings, gas lights, brick molding, and multiple exterior finish materials are strongly encouraged. Structures utilizing a single exterior finish material shall not be permitted without written authorization from the Planning and Zoning Director. End elevations must be consistent with front facades.
- (4) Townhouses shall either incorporate a flat roof design utilizing a decorative parapet wall or have a minimum 6:12 roof pitch. Architecturally dimensioned roof covering shall be required. Vents and similar objects shall not be visible from the front of the structure.
- (5) For pitched roofs, the use of gables, dormers, cornices, chimneys and other design features shall be used to enhance the overall appearance of the homes.
- (6) HVAC units shall not be visible from the right-of-way.
- (7) All townhouses shall incorporate front covered porches or front covered stoops in their designs. Porches shall be a minimum of 6 feet in depth. Stoops shall be a minimum of 3 feet in depth.
- (8) Each townhouse shall front on a dedicated public street. Townhouses may only front on a private street in accordance with the City of Newnan Subdivision Regulations.
- (9) Townhouse developments shall establish a homeowners or tenants association to manage and maintain all common areas and structural elements as well as ensure that the requirements governing such associations and their developments as provided by this Ordinance are met in full.
- (10) Driveway standards for townhouses shall conform to the following:
- a. All driveways shall be separated a minimum of 8 feet from adjacent driveways. The 8-foot area between the driveways shall be sodded. One exception can be made per every eight units to allow a minimum of 4 feet of sodded area between driveways.
 - b. Townhouses are encouraged to utilize rear garages. Front entry garages must employ carriage style doors and shall be designed to be setback equal to or greater than the front door of the primary structure. For developments consisting of 20 acres or greater, no more than 50% of the units shall have front entry garages.

Overview Of Request

InLine Communities, LLC has applied for the rezoning of 22.007 ± acres located on McBride Street (Tax Parcel N58 0001 002), 90 Sprayberry Road (Tax Parcel N36 015), a portion of 92 Sprayberry Road (Tax Parcel N36 014), and Tax Parcel N58 0006 011. The request is to rezone the subject property from IHV and RU-7 to RML for the purpose of constructing 103 townhouse-style condominium units (as shown by the pictures below and in the attachments) on private roads. RML allows 6 dwelling units per acre. The rezoning site plan shows a proposed site density of 4.68 units per acre. The applicant expects the price points to be in the mid-\$200's. The applicant included the following feature details:

- Exterior facades shall be substantially clad in a variety of high-quality materials that could include board and batten, cementitious siding, brick, and stone.
- Townhome units shall have varied facades that could include different architectural accents, design elements, and color schemes to create visual diversity within the residential development.
- All townhomes will be a maximum of three stories.
- All driveways will be long enough to accommodate the length of a vehicle to be parked.
- The amenity shall include at minimum of a pool, cabana with restrooms, a dog park, and mulched walking trails.



Regarding how conditions have changed that renders the zoning map designation invalid and no longer applicable, the applicant stated, "The Subject Property has two zoning classifications and will be a good transition between Industrial and single-family to allow for Townhouses." Regarding the explanation as to why this property should be placed in a different zoning district than all adjoining property as well as answering how does this property differ from adjoining property and why should it be subject to different restrictions, the applicant stated, "The Subject Property will be a good transition from the higher density use of Industrial (IHV) to the single-family use with a step down for a lower density district of RML Townhouses."

Per the application, the development will be housed in 17 buildings (with each building housing between 4 and 8 condominium units). Note – These actual numbers could alter somewhat after the required engineering is completed. The maximum building height is proposed to be 45 feet. The minimum distance between buildings is proposed to be 20 feet. The minimum parking spaces per dwelling unit requirement is 2 spaces per unit (this would equate to a required 206 spaces). The applicant proposes 264 parking spaces (1 per driveway, 1 per garage/unit + 58 guest parking). The minimum required open space per dwelling unit is 1,000 square feet. The applicant proposes 1,100 square feet per dwelling unit. The maximum permitted building coverage is 25% of the lot area. The applicant's proposed building coverage is 10.1% of the lot area. The applicant has proffered a condition that the residential attached homes be a minimum of 1,300 heated square feet.

Standards

In making a decision, the Zoning Ordinance requires the Planning Commission and the City Council to give reasonable consideration to the following standards. Staff has assessed each standard and identified those with a green check mark ✓ as standards being met by the proposed rezoning and those with a red "X" ✗ as standards not being met.

Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The proposed use would be primarily surrounded by properties with IHV and RU-7 zoning designations. To the north of the subject property are several industrial uses. To the south of the subject property are single-family homes primarily. The proposed use would serve as an effective transition between the industrial areas to the north and the residential areas to the south of the subject property. For the existing residents to the south of the subject property, the proposed use would provide a residential neighbor instead of a potential new heavy-industrial use that would be allowed by right with the existing IHV zoning on a portion of the subject property. The adjacent and nearby properties will also be benefited by the natural buffers and required planted buffers as demonstrated on the rezoning site plan.

Staff Assessment – The proposed use is suitable. ✓

Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

As with most residential developments, the greatest impact on adjacent or nearby properties resulting from this rezoning would be additional traffic. According to the City's Engineering Department, "Assuming a 50% split entering and exiting onto Sprayberry Road and Jefferson Street from the development there will be 299 entering and 299 exiting each day. Also the development will have 2 entrances so it can be assumed that the majority of the traffic will use Jefferson Street as it is a more direct connection to shopping and the Interstate. For this analysis staff assumed that 75% will go towards Jefferson Street and 25% to Sprayberry Road."

The Engineering Department added, "That would give approximately 448 vehicles per day using the Jefferson Street entrance and 150 vehicles per day using the Sprayberry Road entrance. With these numbers the Jefferson Street entrance will require a deceleration lane and a left turn lane. This is all assuming that the entrance will have enough site distance. At this point until the sight distance is field evaluated by the Engineer of Record, the entrance onto Jefferson Street will need to be a right-in right-out limited access. The Sprayberry Road entrance will require a decel lane and a left turn lane especially if the Jefferson Street entrance remained limited as discussed above. It should be noted that Sprayberry Road has 4% truck traffic and Jefferson Street and Sprayberry Road are both local collector streets with AADT's of 6140 and 5970 respectfully. This development will likely generate extra traffic at the intersection of Sprayberry Road and Jefferson Street. This intersection was identified during the 2019 TSPLOST analysis as needing a roundabout or realignment under the current traffic volumes."

Staff Assessment – The adverse effect is minimal due to the collector road access, the engineering study that will be required of the applicant, and the implementation of needed onsite traffic improvements. ✓

Are their substantial reasons why the property cannot or should not be used as currently zoned?

The two tracts, 90 Sprayberry Road and 92 Sprayberry Road, containing existing single-family homes can continue to be used as currently zoned (RU-7). The larger 21.293-acre+/- tract, that contains the split zoning of IHV and RU-7, has potential to be developed as currently zoned. The IHV portion is across the railroad track from other IHV-zoned properties containing industrial uses. The RU-7 portion is adjacent to numerous single-family lots. Tax Parcel N58 0006 011 is vacant and a single-family detached residence or a townhouse are permitted uses in RU-7 zoning (the zoning category of said lot).

Staff Assessment – The subject property could be used as currently zoned. ✗

Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The applicant was not required to submit a Community Impact Assessment (CIA) as only 103 units are being proposed (under the 150-unit threshold for a CIA). Copies of the departmental reports have been provided with the accompanying documentation for this report. A summary of the departmental reports are as follows:

Police: Police Chief Buster Meadows has indicated that the Police Department would be able to provide services to this development. He added that developments close to this size have generated the following calls for service in the last two (2) years: Columbia Woods: 272; Chastain Park: 169.

Fire: Chief Stephen Brown has reviewed the request for rezoning for the development of the 103 townhouse units and has determined that the Fire Department has adequate resources to respond to any calls at this location. He added that he attached statistics from two comparable complexes and added the following calls for service in the last two (2) years: Columbia Woods: 39; Chastain Park: 8.

Newnan Utilities: Newnan Utilities will be the water and sewer provider for the project. Scott Tolar reviewed the project and indicated that there is ample capacity to serve the proposed facility. Needs from the developer in terms of each service has been included in a memorandum that has been provided as an attachment to the assessment.

Engineering:

Environmental Concerns:

1. The development plan shall follow and comply fully with the Georgia Storm Water Management Manual, latest edition. All storm water management facilities shall be located on open space.
2. All streams, wetlands and other environmentally sensitive areas such as, floodplain, and cemeteries shall be determined and located within open space to the extent practically possible.
3. Stream buffers are as follows: 50' undisturbed stream buffer with a 75' impervious surface setback. This tract also has significant floodplain and future floodplain along with possible wetlands and a lake.
4. The site plan shows proposed improvements in the future floodplain and the 75' impervious surface setback. Any reduction of the buffers or impervious surface will require a variance from the Board of Development Appeals. These impacts to floodplain and stream buffers or setbacks will require separate mitigation above and beyond the required water quality standards listed in item #1 above.

Access, Layout, and Road Concerns:

1. ADA compliant five (5) foot sidewalks shall be provided on both sides of all internal streets within the community and connect to all public right of way sidewalks or extend public right of way sidewalks for full connectivity.
2. All open spaces shall be ADA compliant with sidewalk access and connectivity to the public street system.
3. The private streets proposed shall meet public road standards as it pertains to typical section (SUB GRADE, BASE, and PAVING) to support the anticipated traffic volumes.

Traffic Analysis:

For this rezoning, I compared the impacts of RU-7 and RML, in this instance the area that is zoned IHV is largely the area that is the stream, stream buffer, wetlands, lake and flood plain and therefore was not considered for purposes of traffic as it would not yield a

high usable area for development. RU-7 allows up to 4 units per acre so for purposes of the traffic comparison this was used to estimate that RU-7 would yield approximately 36 units as presently zoned.

Existing RU-7 (approximately 9 acres): 36 units

- a. Weekday : $5.81 / \text{unit} = 209 \text{ vpd}$
- b. Weekday peak AM hour: $.44 / \text{unit} = 16 \text{ vph}$
- c. Weekday peak PM hour: $.52 / \text{unit} = 19 \text{ vph}$

Proposed RML (use condo townhomes): 103 units

- a. Weekday: $5.81 / \text{unit} = 598 \text{ vpd}$
- b. Weekday peak AM hour = $0.44 / \text{unit} = 45 \text{ vph}$
- c. Weekday peak PM hour = $0.52 / \text{unit} = 54 \text{ vph}$

TRAFFIC GENERATION SUMMARY

TIME PERIOD	RU-7	RML	Difference
WEEKDAY (vpd)	209	598	+389 vpd
WEEKDAY AM PEAK (vph)	16	45	+29 vph
WEEKDAY PM PEAK (vph)	19	54	+35 vph

Assuming a 50% split entering and exiting onto Sprayberry Road and Jefferson Street from the development there will be 299 entering and 299 exiting each day. Also the development will have 2 entrances so it can be assumed that the majority of the traffic will use Jefferson Street as it is a more direct connection to shopping and the Interstate. For this analysis staff assumed that 75% will go towards Jefferson Street and 25% to Sprayberry Road.

That would give approximately 448 vehicles per day using the Jefferson Street entrance and 150 vehicles per day using the Sprayberry Road entrance. With these numbers the Jefferson Street entrance will require a deceleration lane and a left turn lane. This is all assuming that the entrance will have enough site distance. At this point until the sight distance is field evaluated by the Engineer of Record, the entrance onto Jefferson Street will need to be a right-in right-out limited access.

The Sprayberry Road entrance will require a decel lane and a left turn lane especially if the Jefferson Street entrance remained limited as discussed above. It should be noted that Sprayberry Road has 4% truck traffic and Jefferson Street and Sprayberry Road are both local collector streets with AADT's of 6140 and 5970 respectfully.

This development will likely generate extra traffic at the intersection of Sprayberry Road and Jefferson Street. This intersection was identified during the 2019 TSPLOST analysis as needing a roundabout or realignment under the current traffic volumes.

Coweta County Schools: Ronnie Cheek, Director of Facilities for the Coweta County School System, indicated, "We have reviewed the application for rezoning for the above-referenced development and offer the following comments based on the information provided: The application requests rezoning from RU-7 and IHV to RML-Townhouses. This request would

increase the number of residential units from the current zoning. This may present challenges when planning for school enrollment and meeting student needs. Due to the high-density housing in the area of the proposal, school capacity is an ongoing concern. Many of the schools serving that area are at or near capacity. If approved, we would request that the developer provide us advanced notice of the following information for our planning purposes:

- What is the construction schedule for the project?
- What is the proposed build-out timeline?
- Will the project be built in phases?
- Will there be a targeted market, e.g., senior citizens?

Staff Assessment – As with all development, the project will impact service provision. The question is whether or not it is excessive or burdensome. In this case, all of the service providers have indicated that they are able to address the needs of the development. The project will have impact, but the impact is not excessive or burdensome. ✓

Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Future Land Use Map shows 90 Sprayberry Road, the portion of 92 Sprayberry Road under consideration, and Tax Parcel N58 0006 011 as future Medium Density Residential. The Comprehensive Plan describes this category as “areas with greater than four but less than seven units per acre. Many of the neighborhoods surrounding Downtown Newnan are in this category, as well as many of the newer developments east of Interstate 85 (such as Summergrove).” The Future Land Use Map shows the larger tract (Tax Parcel N58 0001 002) as Industrial. The Comprehensive Plan describes this category, in part, as industrial areas including Newnan South Industrial Park off Greenville Street and properties along Jefferson Street, Sprayberry Road, and Hillwood Circle.

Staff Assessment – The Future Land Use Map shows the subject property as Industrial and Medium Density Residential. Even though 90 Sprayberry Road, the portion of 92 Sprayberry Road under consideration, and Tax Parcel N58 0006 011 are classified as Medium Density Residential, 21.293± acres of the proposed 22.007± acres are shown as Industrial on the Future Land Use Map (the 21.293± acre-tract represents Tax Parcel N58 0001 002 - the largest tract under consideration). ✗

Is the proposed use consistent with the purpose and intent of the proposed zoning district?

The RML district is intended to provide for medium density multiple-family dwellings which may have a relatively intense concentration of dwelling units served by large open spaces consisting of common areas and recreation facilities, thereby resulting in medium gross densities. The principal use of land may be one or several dwelling types, ranging from manufactured homes to low-rise multiple-family dwellings, and including two-family dwellings, garden apartments, apartment buildings, condominiums and townhouses. Recreational, religious and educational uses normally located to service adjacent residential areas are also permitted to meet the basic needs of a balanced, orderly, convenient, economical and attractive residential area. Allowed uses are required to utilize public water and sewer infrastructure. RML functions as a buffer or transition between major streets, or commercial or higher density residential areas.

New RML districts are most appropriately located adjacent to existing RML districts, in areas in transition between denser residential neighborhoods and commercial development, or in areas where the Future Land Use Map indicates would be appropriate for high density residential uses. RML districts should be located so that required infrastructure is already in place or that the infrastructure can be installed as part of the development of the property.

Condominiums are the stated use of the land and are permitted in the RML zoning district. In terms of location, the request would meet the intended parameters as the concept shows an intense concentration of dwelling units with large open spaces that include common areas and recreational facilities.

Staff Assessment – The proposed use is consistent with the proposed zoning district.



Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?

The City completed a full update of its Comprehensive Plan in 2016, which included the Future Land Use Map. In September of 2017, the City adopted a new Zoning Ordinance and corresponding Zoning Map. All four of the proposed tracts have had their associated zoning classifications since at least 2001. The Future Land Use Map shows the subject property as Medium Density Residential (for 90 Sprayberry Road, the portion of 92 Sprayberry Road under consideration, and Tax Parcel N58 0006 011) and Industrial (for the 21.293-acre+/- tract known as Tax Parcel N58 0001 002).

Staff Assessment – There have been recent updates to both the Zoning Ordinance and Comprehensive Plan. The Comprehensive Plan shows 21.293± acres of proposed 22.007± acres as Industrial on the Future Land Use Map (the 21.293± acre-tract represents Tax Parcel N58 0001 002 - the largest tract under consideration). The Industrial category does not support residential condominium units. ❌

Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

The area where the subject property is located is primarily zoned for industrial and residential uses. The idea of a providing a transition area between the adjacent and nearby industrial and residential properties is significant. This area also has seen the development of nearby RML-zoned properties, including Jefferson Grove, Preston Mill Apartment Homes, and Jefferson Point Apartment Homes. The zoning of these existing developments matches the current request. This proposal would continue a trend of developing RML-zoned properties along this stretch of Jefferson Street. The applicant will also have to provide any required onsite traffic infrastructure improvements. In addition, one of the Land Use Goals and Policies in the Comprehensive Plan is “Encouraging higher densities in appropriate locations as a means for continued growth and development.” This proposal would certainly go towards pursuing this goal.

Staff Assessment – The proposed project would reflect a reasonable balance. ✅

Summary of Staff Findings:

After assessing the project based on the standards to be considered for rezoning requests, staff found that the development meets **5 of the 8 standards**.

Options:

- A. Approve the rezoning request as submitted
- B. Approve the rezoning request with conditions
- C. Deny the rezoning request

Planning Commission Recommendation:

At their July 14, 2020 meeting, the Planning Commission held a public hearing regarding the request and voted unanimously to recommend denial (5-0).

Proffered Conditions from the Applicant:

- Residential attached homes shall be a minimum of 1,300 heated square feet.
Staff Note – The applicant indicated to see the “Representative Architecture” exhibit for any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions. Please see the Proffered Conditions section of the Application.
- Amenity center inclusive of pool, cabana, green space, walking trails
- 2 entrance/exit location to the community
- A HOA will maintain the common areas and the amenity packages as outlined in the application packet.
- Adding landscaping as a buffer and a fence as outlined on the attached exhibit

Staff-Suggested Conditions:

Should the Council elect to recommend approval of the request, staff would recommend the following conditions to be considered:

- The project will be consistent with the plan, density, project data, amenities, proffered conditions, and architectural details as provided as part of the amended application.
- The applicant shall also not create any nonconformities in regards to the residential dimensional requirements when splitting the tract at 92 Sprayberry Road (concerning items such as minimum lot size, setback requirements, and the other dimensional elements found in the Zoning Ordinance).
- Variances resulting from the proposal will only be granted upon consideration and final approval by the Board of Zoning Appeals, including the variance for the stream buffer and setback encroachments with mitigation above and beyond the minimum detention and water quality requirements for development.

- A minimum of 2 points of entrance/exit to the community shall be provided generally as shown on the conceptual site plan attached hereto, however, a traffic study or analysis will be required to determine that the connections for the internal streets to Jefferson Street and Sprayberry Road, as shown in the concept, meet generally accepted engineering design standards (GDOT or AASHTO) for sight distance, and will accommodate the volumes of left and right turn movements.
- The project shall consist of a maximum of 103 units, being a townhouse design condominium project in accordance with the requirements of Article III, Section 3-7(c) of the City's Zoning Ordinance. Residential attached homes shall be a minimum of 1,300 heated square feet.

Staff update on meeting with the applicant on September 14, 2020:

Planning staff and the City Manager met with the applicant and the applicant's counsel on September 14, 2020 to discuss topics that were raised at the August 25, 2020 Council meeting. During this conversation, the applicant reaffirmed that the project will be a townhouse-style condominium concept. The applicant also indicated that information will be provided at the September 21, 2020 Council meeting regarding other issues that were discussed at the August 25, 2020 Council meeting, including traffic issues and commitments from builders.

Attachments:

Application for Rezoning
Location Map
Service Provider Comments

Funding: N/A

Previous Discussion with Council: June 18, 2020, August 25, 2020



**NEWNAN POLICE DEPARTMENT
CITY OF NEWNAN**

1 Joseph Hannah Blvd
P.O. Box 1193
Newnan, GA 30264
770-254-2355
FAX: 678-423-4130

06/18/2020

Rezoning of property: McBride Street; 90 & 92 Sprayberry Road

Dear Chris,

We would be able to provide services to this development.

Developments close to this size has generated the following calls for service in the last two (2) years:

Columbia Woods: 272

Chastain Park: 169

If you need any further, please let me know.

Thanks.

**Douglas L. Meadows
Chief of Police
Newnan Police Department**

Chris Cole

From: Renee Windom
Sent: Monday, June 22, 2020 11:31 AM
To: Chris Cole
Subject: FW: Rezoning Request
Attachments: Columbia Woods.pdf; Chastain Park.pdf

Chief Brown has reviewed the request for rezoning for the development of 103 townhouse units and has determined that we do have adequate resources to respond to any calls at this location.

I have attached statics from two complexes comparable to Newnan Views townhouses.

If you any questions concerning this information, please feel to contact me or Chief Brown.

Thanks!
Renee

From: Stephen Brown
Sent: Friday, June 19, 2020 8:48 AM
To: Renee Windom <RWindom@cityofnewnan.org>
Subject: FW: Rezoning Request

Stephen Brown
Fire Chief
City of Newnan
25 Jefferson St.
Newnan, Georgia 30263
(770) 253-1851 office
(770)328-1141 cell
sbrown@cityofnewnan.org
www.ci.newnan.ga.us

From: Chris Cole
Sent: Wednesday, June 17, 2020 10:50 AM
To: Scott Tolar <stolar@newnanutilities.org>; Dana Johnson <djohnson@cityofnewnan.org>; 'Cheek, Ronnie' <ronnie.cheek@cowetaschools.net>' <ronnie.cheek@cowetaschools.net>; Buster Meadows <DLMeadows@cityofnewnan.org>; Stephen Brown <SBrown@cityofnewnan.org>
Subject: Rezoning Request

Good Morning,

Below is a link to paperwork regarding a request for rezoning for the development of 103 townhouse units. If you would please review the materials and provide comments regarding impact on service provision by Friday, June 26th, I would be most appreciative. For those of you who look at similar projects for call numbers, you could use the following development in your reports: **Newnan Views (townhouse development currently under construction in downtown on Newnan Views Circle).**

<https://www.dropbox.com/s/6y1xz2iv65bsq9f/Application.pdf?dl=0>

Thanks so much for your assistance! If you have questions regarding the rezoning, please feel free to contact me.

Sincerely,

Chris Cole

Planner

City of Newnan

25 LaGrange Street, Newnan, Georgia 30263

O: 678-673-5488



Newnan Fire Dept

Incident List by Street Address

**Alarm Date Between {06/17/2018} And {06/17/2020}
and Street Name In "CHASTAIN
", "CHASTAIN " "CHASTAIN**

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
19-9004452-000	10/30/2019	06:37:33	2 CHASTAIN CIR	321 EMS call, excluding vehicle
20-0000520-000	02/02/2020	14:30:32	20 CHASTAIN CIR	321 EMS call, excluding vehicle
20-0001444-000	04/05/2020	15:28:27	108 CHASTAIN CIR	311 Medical assist, assist EMS c
20-0001073-000	03/11/2020	19:27:28	126 CHASTAIN CIR	551 Assist police or other gover
20-0001075-000	03/11/2020	20:35:57	126 CHASTAIN CIR	551 Assist police or other gover
19-9001979-000	05/15/2019	17:42:38	115 CHASTAIN LOOP	311 Medical assist, assist EMS c
18-8005306-000	12/20/2018	01:26:33	121 CHASTAIN LOOP	321 EMS call, excluding vehicle
19-9002935-000	07/20/2019	17:28:06	160 CHASTAIN WAY	611 Dispatched & cancelled en ro

Total Incident Count 8

Newnan Fire Dept

Incident List by Street Address

Alarm Date Between {06/17/2018} And {06/17/2020}
and Street Name In "ALEXIA

", "CAMERON

", "SAKOYA

"

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
19-9004335-000	10/21/2019	20:52:41	5 ALEXIA DR	311 Medical assist, assist EMS c
19-9001327-000	04/03/2019	12:12:37	6 ALEXIA DR	321 EMS call, excluding vehicle
18-8003744-000	09/04/2018	06:30:42	13 ALEXIA DR	321 EMS call, excluding vehicle
19-9004439-000	10/29/2019	04:03:07	21 CAMERON CIR	321 EMS call, excluding vehicle
20-0000721-000	02/17/2020	04:56:11	21 CAMERON CIR	321 EMS call, excluding vehicle
19-9000824-000	02/27/2019	04:59:56	21 CAMERON CIR	321 EMS call, excluding vehicle
19-9001088-000	03/18/2019	01:52:52	21 CAMERON CIR	321 EMS call, excluding vehicle
20-0001517-000	04/12/2020	12:51:07	29 CAMERON CIR	311 Medical assist, assist EMS c
20-0001471-000	04/07/2020	23:20:13	31 CAMERON CIR	321 EMS call, excluding vehicle
19-9001427-000	04/10/2019	08:19:32	31 CAMERON CIR	611 Dispatched & cancelled en ro
19-9002313-000	06/07/2019	08:18:39	31 CAMERON CIR	321 EMS call, excluding vehicle
19-9002859-000	07/14/2019	22:43:26	31 CAMERON CIR	611 Dispatched & cancelled en ro
19-9004125-000	10/07/2019	20:19:31	31 CAMERON CIR	321 EMS call, excluding vehicle
20-0000408-000	01/27/2020	07:55:11	34 CAMERON CIR	311 Medical assist, assist EMS c
19-9001442-000	04/11/2019	11:37:34	38 CAMERON CIR	321 EMS call, excluding vehicle
19-9001475-000	04/13/2019	11:15:36	38 CAMERON CIR	321 EMS call, excluding vehicle
18-8004075-000	09/26/2018	07:34:45	38 CAMERON CIR	311 Medical assist, assist EMS c
18-8003117-000	07/25/2018	07:07:08	38 CAMERON CIR	611 Dispatched & cancelled en ro
18-8003133-000	07/26/2018	05:41:45	38 CAMERON CIR	552 Police matter
18-8005218-000	12/14/2018	07:03:46	38 CAMERON CIR	611 Dispatched & cancelled en ro
19-9000048-000	01/04/2019	05:42:37	38 CAMERON CIR	311 Medical assist, assist EMS c
19-9000370-000	01/26/2019	04:36:50	38 CAMERON CIR	321 EMS call, excluding vehicle
20-0001325-000	03/28/2020	18:21:16	39 CAMERON CIR	611 Dispatched & cancelled en ro
19-9002017-000	05/18/2019	09:48:57	40 CAMERON CIR	311 Medical assist, assist EMS c
19-9003505-000	08/26/2019	18:42:52	40 CAMERON CIR	611 Dispatched & cancelled en ro
19-9001311-000	04/02/2019	13:21:32	57 CAMERON CIR	321 EMS call, excluding vehicle
18-8005376-000	12/25/2018	08:08:41	147 CAMERON CIR	311 Medical assist, assist EMS c
19-9000643-000	02/15/2019	16:22:44	147 CAMERON CIR	611 Dispatched & cancelled en ro
19-9000880-000	03/03/2019	00:23:47	147 CAMERON CIR	321 EMS call, excluding vehicle
19-9000933-000	03/06/2019	11:18:55	147 CAMERON CIR	311 Medical assist, assist EMS c
19-9001009-000	03/12/2019	00:13:34	147 CAMERON CIR	321 EMS call, excluding vehicle
20-0001056-000	03/09/2020	21:25:40	149 CAMERON CIR	611 Dispatched & cancelled en ro
20-0002333-000	06/16/2020	14:30:08	149 CAMERON CIR	321 EMS call, excluding vehicle
19-9001205-000	03/25/2019	19:47:59	149 CAMERON CIR	311 Medical assist, assist EMS c
19-9002198-000	05/29/2019	20:39:39	153 CAMERON CIR	321 EMS call, excluding vehicle
19-9001064-000	03/15/2019	21:45:53	153 CAMERON CIR	311 Medical assist, assist EMS c
19-9000114-000	01/09/2019	03:54:17	7 SAKOYA DR	321 EMS call, excluding vehicle
18-8005372-000	12/24/2018	22:14:27	9 SAKOYA DR	321 EMS call, excluding vehicle
18-8005024-000	12/01/2018	20:45:26	22 SAKOYA DR	311 Medical assist, assist EMS c

Total Incident Count 39



June 19, 2020

Attn: Tracy S. Dunnavant
Planning & Zoning Director
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

REF: ~~Proposed Rezoning Request - 2.65 Acre tract from CCS to CHV for Indoor Climate Controlled Storage~~ *Proposed Rezoning Request - 22.007 +/- acres from 1HV and RV-7 to RmL for 103 townhouse units*

Dear Ms. Dunnavant,

CC 7-8-2020

I am writing per your request to confirm that Newnan Utilities will be the water and sewer service provider for the above referenced project. At this time, Newnan Utilities also has ample capacity to serve this proposed facility, based on the following information:

1. Parcel Number N58 0001 002, N36 015 and N36 014
2. 22.007 Acres
3. 103 Unit Tonhomes
4. As Shown on Attachments
5. Electric:
 - a. Developer shall provide Newnan Utilities Engineering with AutoCAD dwg. files for electrical design.
 - b. Developer or Electrical Engineer shall complete Newnan Utilities load data sheet
 - c. Electrical shall be built out per Newnan Utilities contractor manual
6. Sanitary Sewer:
 - a. Developer shall connect to Newnan Utilities Sanitary Sewer System.
 - b. Developer is responsible for all upgrade cost necessary to serve said property, but not limited to:
 - i. Design and Construction of development sanitary sewer system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.
 - iii. Cost for analyzing existing sanitary sewer system by an engineer firm approved by Newnan Utilities.

70 Sewell Road
Newnan, GA 30263
770-683-5516
770-683-0292 fax
www.NewnanUtilities.org

- iv. Existing sanitary sewer upgrades to handle proposed development. This is to include any lift station upgrades, gravity sanitary sewer upgrades, sanitary sewer force main upgrades, and any other upgrades deemed necessary by Newnan Utilities.
- v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.
- vi. Sanitary Sewer Impact fees associated with connection to Newnan Utilities Sanitary Sewer System.

7. Water:

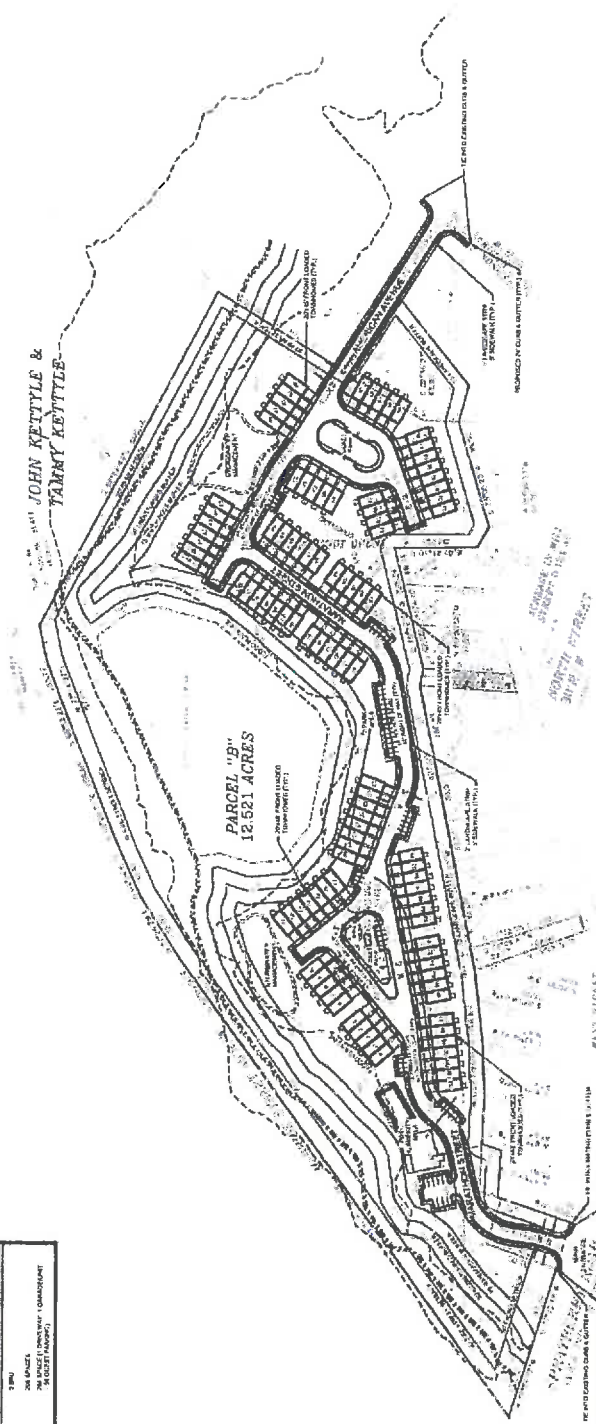
- a. Developer shall connect to Newnan Utilities Water System.
- b. Developer is responsible for all upgrade cost necessary to serve said property, but not limited to:
 - i. Construction of development water system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Water System.
 - iii. Cost for analyzing existing water sewer system by an engineer firm approved by Newnan Utilities.
 - iv. Existing water upgrades to handle proposed development. This is to include water system upgrades, fire protection upgrades, and any other upgrades deemed necessary by Newnan Utilities.
 - v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.

Please let me know if you have any questions or need additional information.

Sincerely,



Scott Tolar, P.E.
Newnan Utilities
(770) 301-0245



ACREAGE IN PARCELS "A" & "B"
MILL STREET AND WEST STREET
= 21.293 ACRES

1. The first step is to identify the problem. In this case, the problem is that the system is not working properly.

WEST VIRGINIA
(GRAVEL)
SHEALAN IN WEST
VIRGINIA 1974

[illegible]

GEORGIA
www.georgia.gov

24 HOUR CONTACT
BRYAN MUSOLF
404-895-0913

[illegible]



The City of Newnan, Georgia

Public Works Department

7/07/2020

Engineering Department Review for Rezoning from RU-7 to RML

Parcel Numbers: N58 0001 002, N36 015 & N36 014

Parcels A and B McBride Street, and 90 & 92 Sprayberry Road

Environmental Concerns:

1. The development plan shall follow and comply fully with the Georgia Storm Water Management Manual, latest edition. All storm water management facilities shall be located on open space.
2. All streams, wetlands and other environmentally sensitive areas such as, floodplain, and cemeteries shall be determined and located within open space to the extent practically possible.
3. Stream buffers are as follows: 50' undisturbed stream buffer with a 75' impervious surface setback. This tract also has significant floodplain and future floodplain along with possible wetlands and a lake.
4. The site plan shows proposed improvements in the future floodplain and the 75' impervious surface setback. Any reduction of the buffers or impervious surface will require a variance from the Board of Development Appeals. These impacts to floodplain and stream buffers or setbacks will require separate mitigation above and beyond the required water quality standards listed in item #1 above.

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1. ADA compliant five (5) foot sidewalks shall be provided on both sides of all internal streets within the community and connect to all public right of way sidewalks or extend public right of way sidewalks for full connectivity.
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Traffic Analysis:

For this rezoning, I compared the impacts of RU-7 and RML, in this instance the area that is zoned IHV is largely the area that is the stream, stream buffer, wetlands, lake and flood plain and therefore was not considered for purposes of traffic as it would not yield a high usable area for development. RU-7 allows up to 4 units per acre so for purposes of the traffic comparison this was used to estimate that RU-7 would yield approximately 36 units as presently zoned.

Existing RU-7 (approximately 9 acres): 36 units

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Proposed RML (use condo townhomes): 103 units

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TRAFFIC GENERATION SUMMARY

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That would give approximately 448 vehicles per day using the Jefferson entrance and 150 vehicles per day using the Sprayberry entrance. With these numbers the Jefferson Street entrance will require a deceleration lane and a left turn lane. This is all assuming that the entrance will have enough site distance. At this point until the sight distance is field evaluated by the Engineer of Record, the entrance onto Jefferson Street will need to be a right-in right-out limited access.

The Sprayberry entrance will require a decel lane and a left turn lane especially if the Jefferson Street entrance remained limited as discussed above. It should be noted that



The City of Newnan, Georgia

Public Works Department

Sprayberry road has 4% truck traffic and Jefferson Street and Sprayberry road are both local collector streets with AADT's of 6140 and 5970 respectfully.

This development will likely generate extra traffic at the intersection of Sprayberry Road and Jefferson Street. This intersection was identified during the 2019 TSPLOT analysis as needing a roundabout or re-alignment under the current traffic volumes.



Coweta County School System

170 Werz Industrial Blvd.
Newnan, GA 30263
Phone: 770-254-2750

June 29, 2020

Chris Cole
Planner
City of Newnan
25 LaGrange Street
Newnan, GA 30263

Re: Rezoning Request InLine Communities, LLC

Mr. Cole,

We have reviewed the application for rezoning for the above-referenced development and offer the following comments based on the information provided:

This application requests rezoning from RU-7 and IHV to RML-Townhouses. This request would increase the number of residential units from the current zoning. This may present challenges when planning for school enrollment and meeting student needs. Due to the high density housing in the area of the proposal, school capacity is an ongoing concern. Many of the schools serving that area are at or near capacity. If approved, we would request that the developer provide us advanced notice of the following information for our planning purposes:

What is the construction schedule for the project?

What is the proposed build-out timeline

Will the project be built in phases?

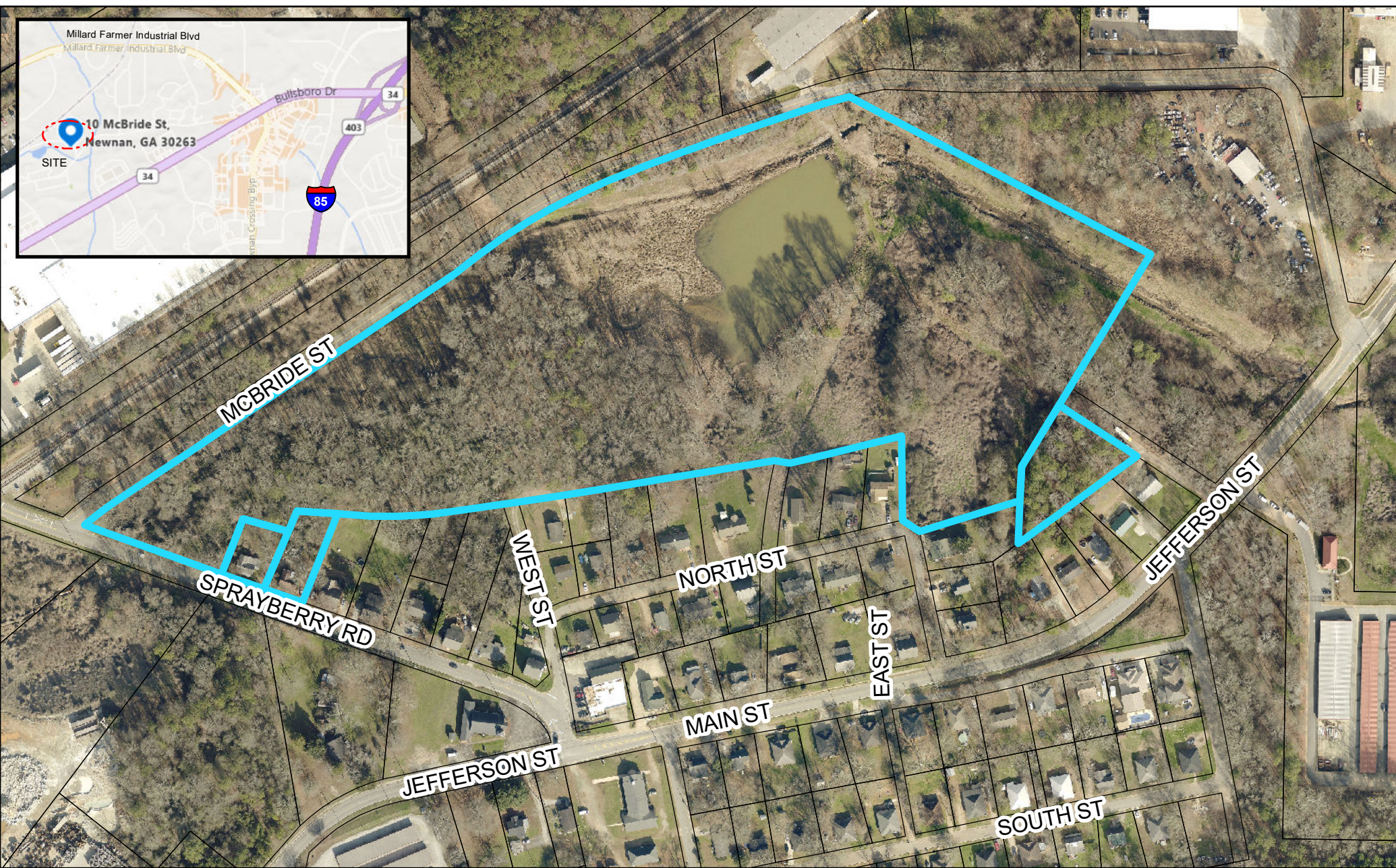
Will there be a targeted market, e.g., senior citizens?

Thank you for the opportunity to provide feedback.

Sincerely,

Ronald C. Cheek

Ronald C. Cheek
Director of Facilities
Coweta County School System



CITY OF NEWNAN | Project Location



CITY OF NEWNAN
PLANNING DEPT.
25 LAGRANGE STREET
NEWNAN, GEORGIA 30263
www.cityofnewnan.com



1 inch = 250 feet

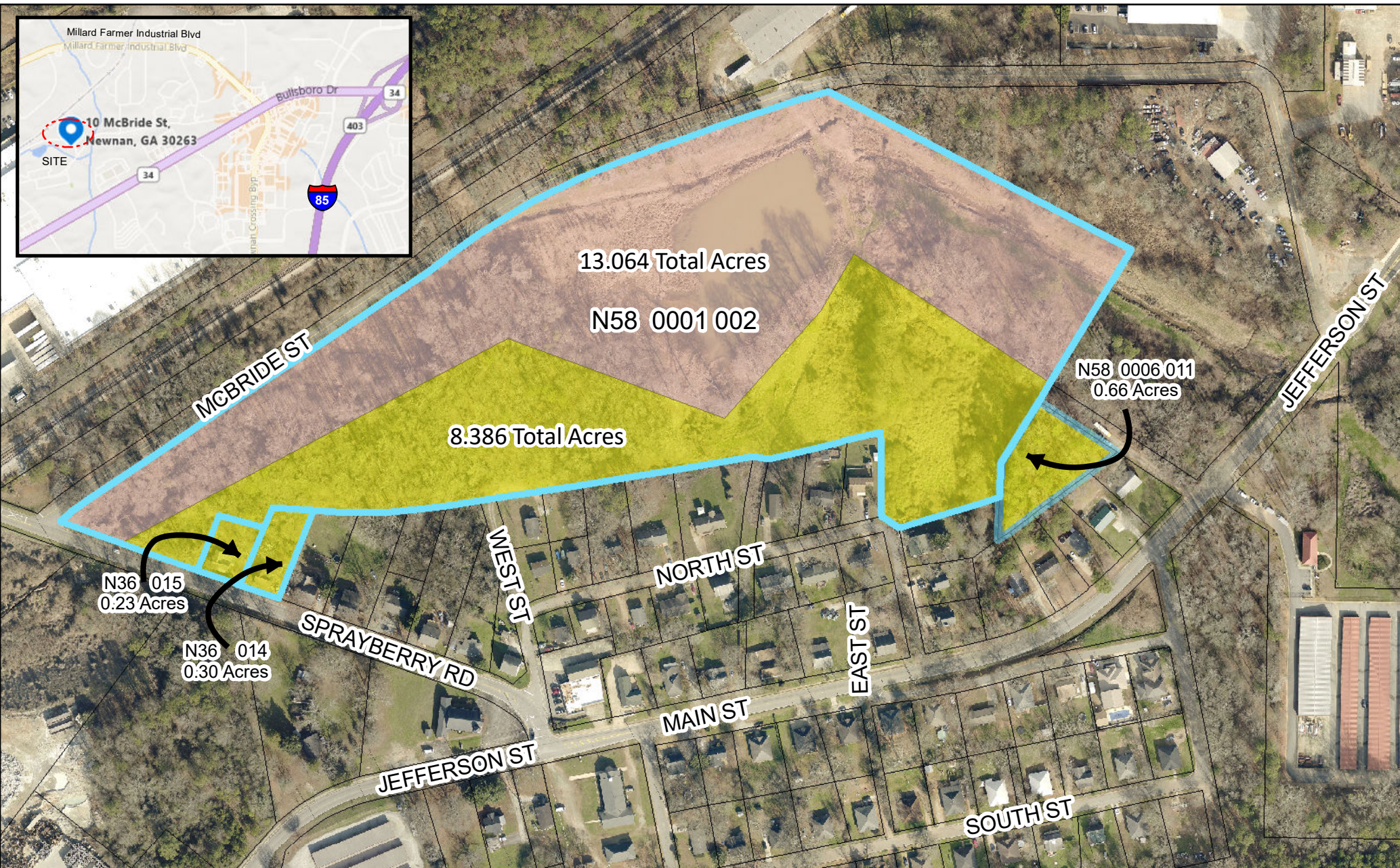
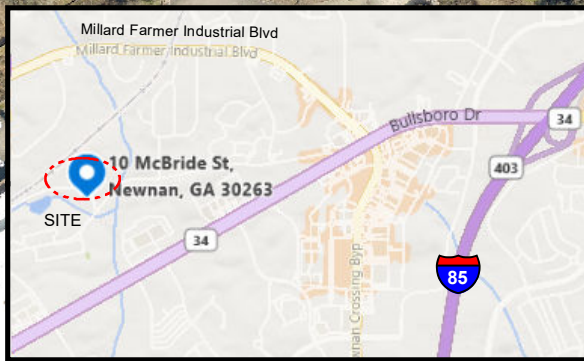
LEGEND

——— Project Location

PARCELS

- - - - - CITY LIMITS

Date: 7/24/2020



CITY OF NEWNAN

Existing Zoning



CITY OF NEWNAN
PLANNING DEPT.
25 LAGRANGE STREET
NEWNAN, GEORGIA 30263
www.cityofnewnan.com



1 inch = 250 feet

LEGEND

■ Project Location

PARCELS

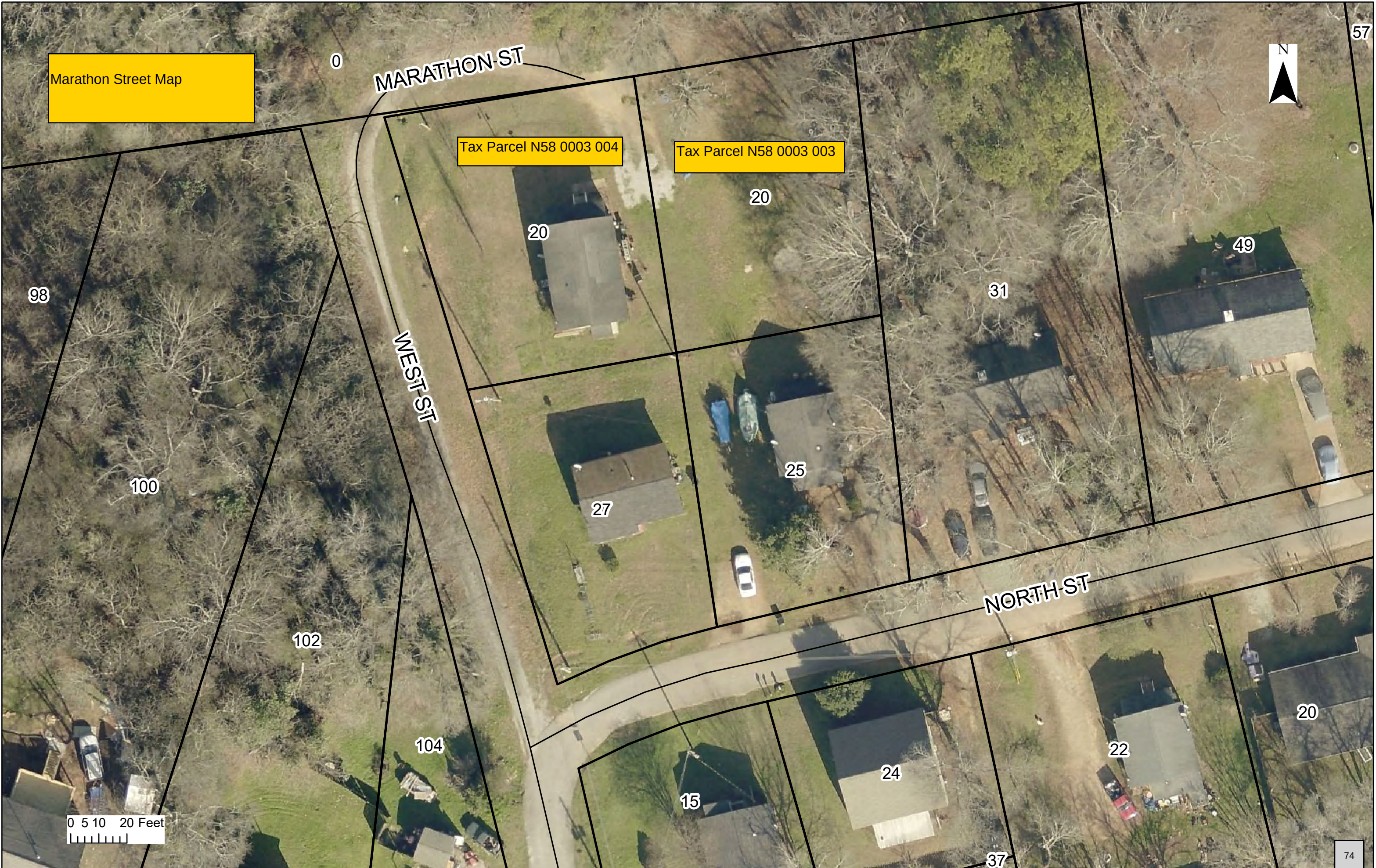
--- CITY LIMITS

Existing Zoning

IHV

RU-7

Date: 7/24/2020



Marathon Street Map

Tax Parcel N58 0003 004

Tax Parcel N58 0003 003

MARATHON ST

WEST ST

NORTH ST

0 5 10 20 Feet



HORNE & GRIFFIS, P.C.
32 South Court Square, P.O. Box 220
Newnan, Georgia 30264
www.newnanlaw.com

MELISSA D. GRIFFIS (GA, AL)

Telephone (770) 253-3282
Fax (770) 251-7262
Email: melissa@newnanlaw.com

June 1, 2020

HAND DELIVERY

Ms. Tracy Dunnivant, Planning Director
The City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

RE: Application of InLine Communities, LLC to Amend the Zoning Ordinance
Approximately 22.007± Acres located at Parcels A and B on McBride
Street, and 90 and 92 Sprayberry Road, Newnan, Georgia

Dear Ms. Dunnivant:

InLine Communities, LLC, the Applicant in the above-described property ("the Property") in the City of Newnan, Georgia, hereby makes this application to amend the zoning ordinance, to allow rezoning of the approximate 22.007 +/- acres to be rezoned from RU-7 and IHV to RML – Townhouses.

As noted on the "Application to Amend Zoning Text" form enclosed herewith, the Property is the best location for an RML-Townhouse zoning as it is a prime location for a good transition between Industrial and single-family residential. The rezoning will allow for development of this property that has been undeveloped and will help in revitalizing the McIntosh Village area. The RML-Townhouse zoning will be beneficial to the business owners and residents not only at The Property, but also the surrounding area.

There are many proffered conditions in the attached zoning application packet. Please also see all attached plans, profiles, elevations, pictures and other demonstrative materials submitted or also to be considered as proffered conditions. The proposed amendment will facilitate the smart growth and development that is expected in the City of Newnan.

For the reasons stated above, InLine Communities, LLC believes that this application is not only consistent with, but advances the intent of the City of Newnan. Zoning Ordinance.

Ms. Tracy Dunnavant, Planning Director

June 1, 2020

Page 2

InLine Communities, LLC has, at attached Tabs (1) through (12) included all materials required per the Application Form and applicable Ordinance provision. As always, should you have any questions about the material submitted, or should you require additional information, please do not hesitate to contact me. InLine Communities, LLC, as Applicant and myself as counsel for InLine Communities, LLC, look forward to working with you and your staff as you review and analyze the enclosed Application.

I look forward to receiving the Planner's Recommendation in the near future.

Yours Truly,



Melissa D. Griffis

For InLine Communities, LLC

MDG/kr

Enclosure(s)

TAB 1

Application to Amend the Zoning Map



CITY OF NEWNAN, GEORGIA
Planning & Zoning Department

25 LaGrange Street
Newnan, Georgia 30263
Office (770) 254-2354
Fax (770) 254-2361

APPLICATION TO AMEND ZONING MAP

Note to Applicant: Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline will not be accepted.

Name of Applicant InLine Communities, LLC

Mailing Address 1776 Peachtree Street, NW, Suite 100, Atlanta, GA 30309

Telephone (513) 687-0752 Email: behrsam@inlinecommunities.com

Property Owner (Use back if multiple names) John T. and Tammy H. Kettyle (see attached for add'l. owners)

Mailing Address 2655 Roscoe Road, Newnan, GA 30263

Telephone (502) 548-0272

Address/Location of Property Parcels A and B McBride Street and 90 and 92 Sprayberry Road (see attached)

Tax Parcel No.: N58 0001 002, N36 015 and N36 014 Land Lot 56

District/Section 5th Size of Property (Square Feet or Acres) 22.007 +/- acres

Present Zoning Classification: RU-7 and IHV Proposed Zoning Classification: RML-Townhouses

Present Land Use: Undeveloped land

To the best of your ability, please answer the following questions regarding the application:

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable The Subject Property has two zoning classifications and will be a good transition between Industrial and single-family to allow for Townhouses.

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made _____

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions? The Subject Property will be a good transition from the higher density use of Industrial (IHV) to the single-family use with a step down for a lower density district of RML Townhouses.

ADDITIONAL PROPERTY OWNERS

Owner of 90 Sprayberry Road:

Dennis Hammond
75 Johnson Place
Moreland, GA 30259

90 Sprayberry Road
Parcel No. N36 015 LL 56
District: 5th Size of Property: 0.27 acres
Present Zoning: RU-7 Proposed Zoning: RML -Townhouses

Owner of 92 Sprayberry Road:

Lisa C. and Robert Y Skinner
5012 Highway 27
Moreland, GA 30259

92 Sprayberry Road
Parcel No. N36 014 LL 56
District: 5th Size of Property: 0.35 acres
Present Zoning: RU-7 Proposed Zoning: RML-Townhouses

Please attach all the following items to the completed application:

1. A letter of intent giving the details of the proposed use of the property which should include, at a minimum, the following information:
 - What the property is to be used for, if known.
 - The size of the parcel or tract.
 - The zoning classification requested and the existing classification at the filing of this application.
 - The number of units proposed.
 - For non-residential projects, provide the density of development in terms of floor area ratio (FAR).
 - Any proposed buffers and modification to existing buffers.
 - Availability of water and sewer facilities including existing distance to property.
2. Name and mailing addresses of all owners of all property within 250 feet of the subject property (available from the County Tax Assessor records). This is encouraged to be submitted in a mail merge Microsoft Word data file format.
3. Legal description of property. This description must establish a point of beginning; and from the point of beginning, give each dimension bounding the property that the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested. A copy of the deed may substitute for a separate description.
4. A certified plat (stamped and dated) drawn to scale by a registered engineer, architect, land planner, land surveyor, or landscape architect that shall include the following information:
 - ✓ Boundary survey showing property lines with lengths and bearings
 - ✓ Adjoining streets, existing and proposed, showing right-of-way
 - ✓ Locations of existing buildings dimensioned and to scale, paved areas, dedicated parking spaces, and other property improvements
 - ✓ North arrow and scale
 - ✓ Adjacent land ownership, zoning and current land use
 - ✓ Total and net acreage of property
 - ✓ Proposed building locations
 - ✓ Existing and proposed driveway(s)
 - ✓ Lakes, ponds, streams, and other watercourses
 - ✓ Floodplain, wetlands, and slopes equal to or greater than 20 percent
 - ✓ Cemeteries, burial grounds, and other historic or culturally significant features
 - ✓ Required and/or proposed setbacks and buffers
5. Submit one (1) copy in an 18" x 24" format and one copy in a pdf digital file format.
6. Completed Proffered Conditions form.
7. Completed Disclosure of Campaign Contributions and Gifts form.
8. If the applicant and the property owner are not the same, complete the Property Owner's Authorization form and/or the Authorization of Attorney form.
9. For multiple owners, a Property Owner's Authorization form shall be submitted for each owner.
10. A community impact study must be submitted if the development meets any of the following criteria:
 - Office proposals in excess of 200,000 gross square feet
 - Commercial proposals in excess of 250,000 gross square feet
 - Industrial proposals which would employ over 500 persons
 - Multi-Family proposals in excess of 150 units

Application to Amend Zoning Map

City of Newnan, Georgia

11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.
12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:
 - Single-Family Application.....\$500.00/Plus \$15.00 Per Acre
 - Multi-Family Application.....\$500.00/Plus \$25.00 Per Acre
 - Office/Institutional Application.....\$500.00/Plus \$15.00 Per Acre
 - Commercial Application.....\$500.00/Plus \$25.00 Per Acre
 - Industrial Application.....\$500.00/Plus \$15.00 Per Acre
 - Mixed Use Application.....\$500.00/Plus Per Acre fee based upon proposed land use.
 - Planned Development Application.....\$500.00/Plus per Acre fee based upon proposed land use.
 - Overlay Zoning Application.....\$350.00

PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.

I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Sworn to and subscribed before me this

28th day of MAY, 2020

Signature of Applicant

[Handwritten Signature]

[Handwritten Signature]
Notary Public



FOR OFFICIAL USE ONLY	
DATE OF PRE-APPLICATION CONFERENCE	05/21/2020
RECEIVED BY	Tracy S. Dunnivant
DATE OF FILING	06/01/2020
FILING FEE RECEIVED	\$1,015.18
DATE OF NOTICE TO NEWSPAPER	06/24/2020 (cc)
DATE OF PUBLIC HEARING	07/14/2020 - Planning Commission; 8/25/2020 - Council (cc)
PLANNING COMMISSION RECOMMENDATION (DATE)	The Planning Commission recommended denial with a 5-0 vote. (cc)
DATE OF TRANSMITTAL TO CITY COUNCIL	
CITY COUNCIL DECISION (DATE)	

TAB 2

Names and Addresses of All Property Owners Within 250' Feet

PARCEL N58 0001 002

23 MC BRIDE LLC, C/O SELLMER PROEF
TRUST,
101 SWANSON RIDGE
PEACHTREE CITY GA 30269

31 NORTH STREET LLC

#404 1 90F GLENDA TRCE
NEWNAN GA 30265

98 SPRAYBERRY ROAD LAND

1029 PEACHTREE PKWY N #212
PEACHTREE CITY GA 30269

PROPERTY MANAGEMENT
23 MC BRIDE STREET
NEWNAN GA 30263

ARGOS CEMENT LLC
STE 300 1 3015 WINDWARD PLAZA
ALPHARETTA GA 30005

ARNOLD SHANNON R, C/O NEWNAN CO
P O BOX 73619
NEWNAN GA 30271

ASKEW CHARLES, C/O VERONICA G REDDISH
APT 1308 1 8242 DURLEE LN
DOUGLASVILLE GA 30134

BARSTONE BUSINESS GROUP INC & 4D
290 TURNBRIDGE CIR
PEACHTREE CITY GA 30269

BEARD CHAD
24 NORTH ST
NEWNAN GA 30263

BELL TEKIA & JOHN R
96 SPRAYBERRY RD
NEWNAN GA 30263

CALDERON DOUGLAS
235 YORKSHIRE PL
NEWNAN GA 30263

CAMERON WILLIE BERNARD III
P O BOX 72961
NEWNAN GA 30271

COFER IONA RENEE
94 SPRAYBERRY RD
NEWNAN GA 30263

CONNELL RANDY E & JOSEPH M. DAVIS
PO BOX 130
NEWNAN GA 30264

DEAL MARK C
338 JEFFERSON ST
NEWNAN GA 30263

DOOLEY BETTY
6280 PRESTLEY MILL RD
DOUGLASVILLE GA 30134

DRAKE GREGORY K & ANN
45 GLISTENING GLENN CV
NEWNAN GA 30265

EGO PRODUCTS INC
PO BOX 71789
NEWNAN GA 30271 1789

FOLEY-BROGDON PRODUCTS CO
P O BOX 2447
COLUMBUS GA 319022447

GENTRY MARTIN A
175 GREENVILLE ST
NEWNAN GA 30263

HAMMOND DENNIS
75 JOHNSON PL
MORELAND GA 30259

HINELY REALTY INVESTMENTS LLC
13 MC BRIDE STREET
NEWNAN GA 30263

HUGGINS LARRY
11 FEATHERSTON DR
NEWNAN GA 30263

JOHNSON MICHAEL & LELA
62 NORTH ST
NEWNAN GA 30263

KB SAN JOSEI LLC C/O CHARLES DUNN
5TH FLOOR/ 800 W 6 ST
LOS ANGELES CA 90017

KEITH SHARON C/O NEWNAN COWETA
PO BOX 73619
NEWNAN GA 30271

KETTYLE JOHN R & TAMMY H
2655 ROSCOE RD
NEWNAN GA 30263

LAFARGE BUILDING MATERIALS INC, C/C
P O BOX 2447
COLUMBUS GA 31902

MARCO POLO ASSOCIATES INC
PO BOX 1832
NEWNAN GA 30264

MARTINEZ DONACEANO
108 TWELVE SPRINGS ST
NEWNAN GA 30263

MONSOUR JON
78 WYNRIDGE DR
CARROLLTON GA 30117

MORALES SELVIN O ALDANA
75 NORTH ST
NEWNAN GA 30263

MULLINS LIVING TRUST, PETER H & SHARON
70 WOODSTREAM DR
NEWNAN GA 30263

PARCEL N58 0001 002

NATTCO LLC DBA ANNEX STORAGE
305 JEFFERSON ST
NEWNAN GA 30263

OSORIO JAVIER & MARISOL ADRIANA CI
340 JEFFERSON ST
NEWNAN GA 30263

POPE CAROLYN
0102 SPRAYBERRY RD
NEWNAN GA 30263

POPE FAMILY HOLDINGS LLC
20 FONTAINE DR
NEWNAN GA 30263

ROBERTS SARAH ROBERTSON
41 W WASHINGTON
NEWNAN GA 30263

ROBERTSON CARL A JR
41 W WASHINGTON ST
NEWNAN GA 30263

SELLS JAMES O
213 COLLIERSTOWN WAY
PEACHTREE CITY GA 30269

SKINNER ROBERT Y & LISA C
5012 HWY 27
MORELAND GA 30259

SPRAYBERRY ROAD LAND TRUST #100
#202 / 2780 EAST FOWLER AVE
TAMPA FL 33612

STINSON LORETTA H
346 JEFFERSON ST
NEWNAN GA 30263

TEAGLE EDDIE & ANNETTE
68 NORTH ST
NEWNAN GA 30263

WHITE ALLYSON R
76 NORTH ST
NEWNAN GA 30263

WILLIAMS LEROY C
46 EAST ST
NEWNAN GA 30263

PARCEL N36 014

98 SPRAYBERRY ROAD LAND TRUST
1029 PEACHTREE PKWY N #212
PEACHTREE CITY GA 30269

BELL TEKIA & JOHN R
96 SPRAYBERRY RD
NEWNAN GA 30263

COFER IONA RENEE
94 SPRAYBERRY RD
NEWNAN GA 30263

DOOLEY BETTY
6280 PRESTLEY MILL RD
DOUGLASVILLE GA 30134

FOLEY-BROGDON PRODUCTS CO
P O BOX 2447
COLUMBUS GA 31902-2447

GENTRY MARTIN A
175 GREENVILLE ST
NEWNAN GA 30263

HAMMOND DENNIS
75 JOHNSON PL
MORELAND GA 30259

KETTYLE JOHN R & TAMMY H
2655 ROSCOE RD
NEWNAN GA 30263

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P O BOX 2447
COLUMBUS GA 31902

SKINNER ROBERT Y & LISA C
5012 HWY 27
MORELAND GA 30259

SPRAYBERRY ROAD LAND TRUST #100
#202 / 2780 EAST FOWLER AVE
TAMPA FL 33612

PARCEL N36 015

ARGOS CEMENT LLC
STE 300 1 3015 WINDWARD PLAZA
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NEWNAN GA 30263

COFER IONA RENEE
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NEWNAN GA 30263

DOOLEY BETTY
6280 PRESTLEY MILL RD
DOUGLASVILLE GA 30134

FOLEY-BROGDON PRODUCTS CO
P O BOX 2447
COLUMBUS GA 31902-2447

HAMMOND DENNIS
75 JOHNSON PL
MORELAND GA 30259

KETTYLE JOHN R & TAMMY H
2655 ROSCOE RD
NEWNAN GA 30263

LAFARGE BUILDING MATERIALS INC, C/C
P O BOX 2447
COLUMBUS GA 31902

SKINNER ROBERT Y & LISA C
5012 HWY 27
MORELAND GA 30259

TAB 3

Legal Description of the Property

LEGAL DESCRIPTION
ZONING LOTS 207/208

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 55th District, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right-of-way line of Jefferson Street and the southwesterly right-of-way line of American Avenue; thence leaving said right-of-way line of Jefferson Street and along said right-of-way line of American Avenue, North 57 degrees 43 minutes 47 seconds West a distance of 323.40 feet to a point; thence South 31 degrees 19 minutes 13 seconds West a distance of 20.00 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence South 57 degrees 23 minutes 15 seconds East a distance of 165.47 feet to a point; thence South 32 degrees 36 minutes 45 seconds West a distance of 20.32 feet to a point; thence South 50 degrees 54 minutes 50 seconds West a distance of 198.13 feet to a point; thence North 72 degrees 57 minutes 6 seconds West a distance of 69.00 feet to a point; thence North 2 degrees 36 minutes 27 seconds East a distance of 65.90 feet to a point; thence North 31 degrees 19 minutes 13 seconds East a distance of 169.91 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.653 acres (28,448 square feet).

LEGAL DESCRIPTION
ZONING LOT 73

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 55th District, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right-of-way line of Jefferson Street and the southwesterly right-of-way line of American Avenue; thence leaving said right-of-way line of Jefferson Street and along said right-of-way line of American Avenue, North 57 degrees 43 minutes 47 seconds West a distance of 323.40 feet to a point; thence South 31 degrees 19 minutes 13 seconds West a distance of 20.00 feet to a point; thence South 57 degrees 23 minutes 15 seconds East a distance of 165.47 feet to a point; thence South 32 degrees 36 minutes 45 seconds West a distance of 20.32 feet to a point; thence South 50 degrees 54 minutes 50 seconds West a distance of 198.13 feet to a point; thence North 72 degrees 57 minutes 6 seconds West a distance of 69.00 feet to a point; thence South 73 degrees 6 minutes 25 seconds West a distance of 199.30 feet to a point; thence North 60 degrees 9 minutes 53 seconds West a distance of 42.00 feet to a point; thence North 01 degree 12 minutes 49 seconds West a distance of 152.00 feet to a point; thence South 76 degrees 12 minutes 33 seconds West a distance of 225.24 feet to a point; thence North 80 degrees 50 minutes 0 seconds West a distance of 31.92 feet to a point; thence South 78 degrees 32 minutes 27 seconds West a distance of 487.00 feet to a point; thence South 78 degrees 48 minutes 41 seconds West a distance of 39.77 feet to a point; thence South 83 degrees 4 minutes 47 seconds West a distance of 53.50 feet to a point; thence South 83 degrees 4 minutes 49 seconds West a distance of 76.47 feet to a point; thence South 87 degrees 51 minutes 54 seconds West a distance of 97.71 feet to a point; thence North 87 degrees 27 minutes 31 seconds West a distance of 90.87 feet to a point; thence South 18 degrees 5 minutes 58 seconds West a distance of 42.43 feet to a point; thence North 86 degrees 22 minutes 23 seconds West a distance of 83.02 feet to a point; thence South 17 degrees 24 minutes 12 seconds West a distance of 134.99 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence North 72 degrees 35 minutes 48 seconds West a distance of 90.85 feet to a point; thence North 19 degrees 2 minutes 19 seconds East a distance of 135.00 feet to a point; thence South 72 degrees 37 minutes 41 seconds East a distance of 87.00 feet to a point; thence South 17 degrees 24 minutes 12 seconds West a distance of 134.99 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.276 acres (12,002 square feet).

LEGAL DESCRIPTION
ZONING MAIN PARCEL

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 55th District, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right-of-way line of Jefferson Street and the southwesterly right-of-way line of American Avenue; thence leaving said right-of-way line of Jefferson Street and along said right-of-way line of American Avenue, North 57 degrees 43 minutes 47 seconds West a distance of 323.40 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence South 31 degrees 19 minutes 13 seconds West a distance of 20.00 feet to a point; thence continue Southwesterly along said line, a distance of 169.91 feet; thence South 2 degrees 36 minutes 27 seconds West a distance of 65.90 feet to a point; thence South 73 degrees 6 minutes 25 seconds West a distance of 199.30 feet to a point; thence North 60 degrees 9 minutes 53 seconds West a distance of 42.00 feet to a point; thence North 01 degree 12 minutes 49 seconds West a distance of 152.00 feet to a point; thence South 76 degrees 12 minutes 33 seconds West a distance of 225.24 feet to a point; thence North 80 degrees 50 minutes 0 seconds West a distance of 31.92 feet to a point; thence South 78 degrees 32 minutes 27 seconds West a distance of 487.00 feet to a point; thence South 78 degrees 48 minutes 41 seconds West a distance of 39.77 feet to a point; thence South 83 degrees 4 minutes 47 seconds West a distance of 53.50 feet to a point; thence South 83 degrees 4 minutes 49 seconds West a distance of 76.47 feet to a point; thence South 87 degrees 51 minutes 54 seconds West a distance of 97.71 feet to a point; thence North 87 degrees 27 minutes 31 seconds West a distance of 90.87 feet to a point; thence North 87 degrees 7 minutes 21 seconds West a distance of 82.60 feet to a point; thence South 19 degrees 2 minutes 19 seconds West a distance of 41.50 feet to a point; thence North 72 degrees 37 minutes 41 seconds West a distance of 87.00 feet to a point; thence South 19 degrees 2 minutes 19 seconds West a distance of 135.00 feet to a point; thence North 72 degrees 35 minutes 48 seconds West a distance of 147.36 feet to a point; thence North 72 degrees 24 minutes 22 seconds West a distance of 133.72 feet to a point; thence North 53 degrees 43 minutes 51 seconds East a distance of 896.23 feet to a point; thence North 52 degrees 20 minutes 50 seconds East a distance of 123.13 feet to a point; thence North 57 degrees 24 minutes 29 seconds East a distance of 136.90 feet to a point; thence North 64 degrees 24 minutes 41 seconds East a distance of 90.45 feet to a point; thence North 68 degrees 26 minutes 31 seconds East a distance of 204.64 feet to a point; thence North 68 degrees 53 minutes 22 seconds East a distance of 163.77 feet to a point; thence North 77 degrees 14 minutes 37 seconds East a distance of 67.26 feet to a point; thence South 62 degrees 22 minutes 43 seconds East a distance of 690.18 feet to a point; thence South 31 degrees 19 minutes 13 seconds West a distance of 250.00 feet to a point and the TRUE POINT OF BEGINNING.

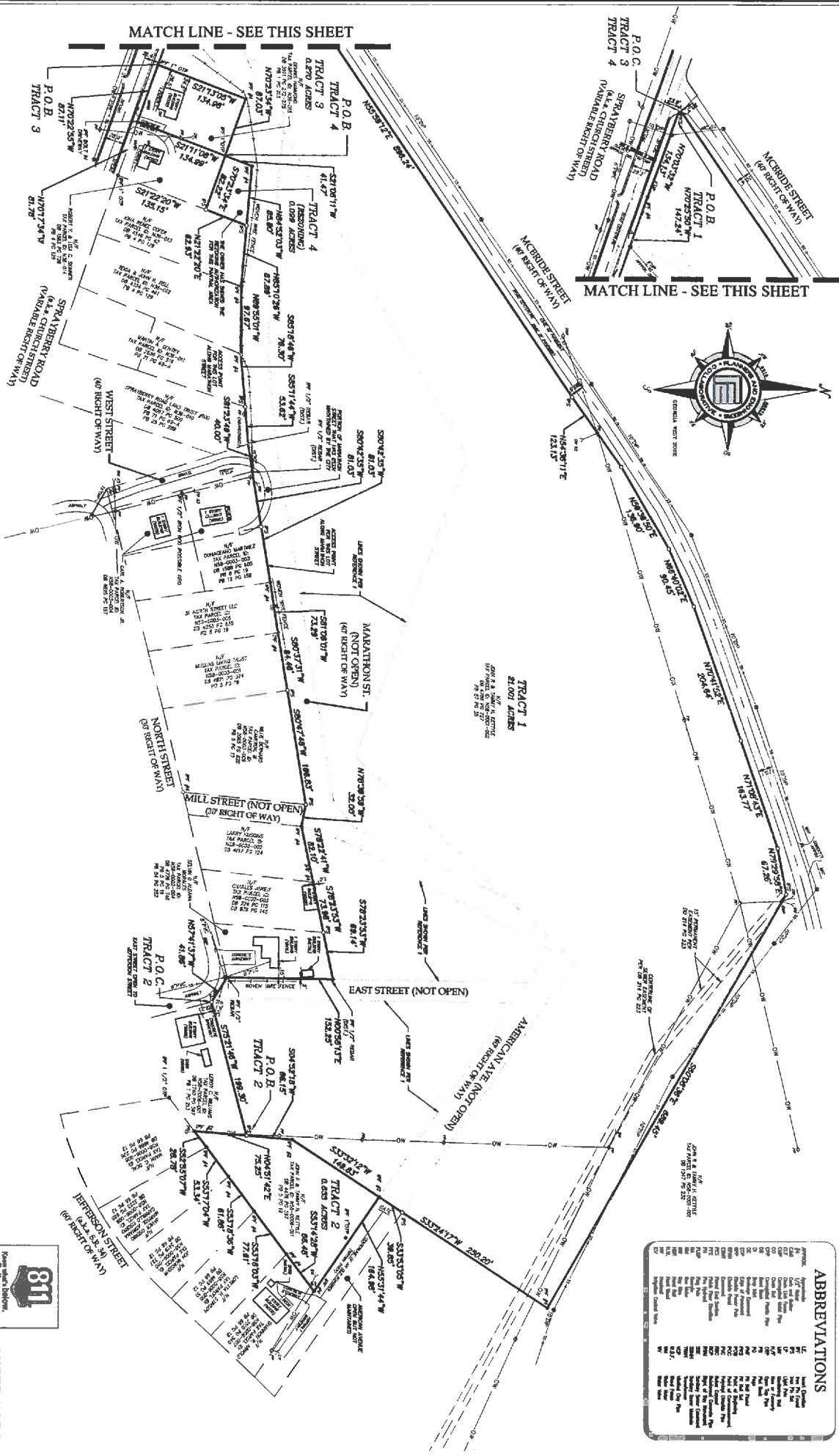
Said tract containing 21.001 acres (914,825 square feet).

LEGAL DESCRIPTION
ZONING LOT 72-A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 55th District, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right-of-way line of Jefferson Street and the southwesterly right-of-way line of American Avenue; thence leaving said right-of-way line of Jefferson Street and along said right-of-way line of American Avenue, North 57 degrees 43 minutes 47 seconds West a distance of 323.40 feet to a point; thence South 31 degrees 19 minutes 13 seconds West a distance of 20.00 feet to a point; thence South 57 degrees 23 minutes 15 seconds East a distance of 165.47 feet to a point; thence South 32 degrees 36 minutes 45 seconds West a distance of 20.32 feet to a point; thence South 50 degrees 54 minutes 50 seconds West a distance of 198.13 feet to a point; thence North 72 degrees 57 minutes 6 seconds West a distance of 69.00 feet to a point; thence South 73 degrees 6 minutes 25 seconds West a distance of 199.30 feet to a point; thence North 60 degrees 9 minutes 53 seconds West a distance of 42.00 feet to a point; thence North 01 degree 12 minutes 49 seconds West a distance of 152.00 feet to a point; thence South 76 degrees 12 minutes 33 seconds West a distance of 225.24 feet to a point; thence North 80 degrees 50 minutes 0 seconds West a distance of 31.92 feet to a point; thence South 78 degrees 32 minutes 27 seconds West a distance of 487.00 feet to a point; thence South 78 degrees 48 minutes 41 seconds West a distance of 39.77 feet to a point; thence South 83 degrees 4 minutes 47 seconds West a distance of 53.50 feet to a point; thence South 83 degrees 4 minutes 49 seconds West a distance of 76.47 feet to a point; thence South 87 degrees 51 minutes 54 seconds West a distance of 97.71 feet to a point; thence North 87 degrees 27 minutes 31 seconds West a distance of 90.87 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence South 18 degrees 5 minutes 58 seconds West a distance of 42.43 feet to a point; thence North 86 degrees 22 minutes 23 seconds West a distance of 83.02 feet to a point; thence North 19 degrees 2 minutes 19 seconds East a distance of 41.50 feet to a point; thence South 87 degrees 7 minutes 21 seconds East a distance of 82.60 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.077 acres (3,352 square feet).



ABBREVIATIONS

AC	Acres	AS	As Shown
AD	Adjoining	BL	Block
ADJ	Adjoining	CD	Center of Drive
ADJ	Adjoining	CH	Center of Highway
ADJ	Adjoining	CL	Center Line
ADJ	Adjoining	CM	Center of Mass
ADJ	Adjoining	CS	Center of Street
ADJ	Adjoining	CT	Center of Turn
ADJ	Adjoining	CU	Center of Utility
ADJ	Adjoining	CV	Center of Valley
ADJ	Adjoining	CA	Center of Area
ADJ	Adjoining	CB	Center of Base
ADJ	Adjoining	CC	Center of Circle
ADJ	Adjoining	CD	Center of Drive
ADJ	Adjoining	CH	Center of Highway
ADJ	Adjoining	CL	Center Line
ADJ	Adjoining	CM	Center of Mass
ADJ	Adjoining	CS	Center of Street
ADJ	Adjoining	CT	Center of Turn
ADJ	Adjoining	CU	Center of Utility
ADJ	Adjoining	CV	Center of Valley
ADJ	Adjoining	CA	Center of Area
ADJ	Adjoining	CB	Center of Base
ADJ	Adjoining	CC	Center of Circle



SHEET 1 OF 2

PLANNERS AND ENGINEERS COLLABORATIVE
"THE PROVIDE SOLUTIONS"
3000 N. 10TH AVE. SUITE 200
DENVER, CO 80202
(303) 733-1000
WWW.PLANCEN.COM

REV	DATE	DESCRIPTION	BY
1	09/17/20	ISSUED FOR CONSTRUCTION	AS
2			
3			

LAND LOTS: 35
DISTRICT: 5th

ALT/ANSYS LAND TITLE SURVEY
FOR
NINE COMMUNITIES
CITY OF KENNA

COUNTY: GARFIELD
SECTION: 26



DRAWN BY: MS
CHECKED BY: JAV / UCS
DATE: 06/03/2020
SCALE: 1" = 60'
DATE OF FIELD WORK: AUGUST 2020

NOTES

1. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
2. I HAVE EXAMINED THE RECORDS OF THE LANDOWNERS UTILITIES SHOWN. THE RECORDS OF THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE RECORDS OF THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
3. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
4. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
5. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
6. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
7. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
8. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
9. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.
10. THE LANDOWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.

REFERENCES

1. SURVEY FOR THE RIGHT OF WAY AND EASEMENTS FOR THE PROPOSED HIGHWAY AND LAND OWNERS UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE. THE LANDOWNERS UTILITIES SHOWN ARE NOT GUARANTEED TO BE ACCURATE.

TITLE EXCEPTIONS - TRACT 3

1. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.

STRUCTURE LEGEND

- 1. Building Footprint
- 2. Building Foundation
- 3. Building Easement
- 4. Building Easement
- 5. Building Easement
- 6. Building Easement
- 7. Building Easement
- 8. Building Easement
- 9. Building Easement
- 10. Building Easement

LINE TYPES

- 1. Boundary Line
- 2. Boundary Line
- 3. Boundary Line
- 4. Boundary Line
- 5. Boundary Line
- 6. Boundary Line
- 7. Boundary Line
- 8. Boundary Line
- 9. Boundary Line
- 10. Boundary Line

PLANNERS AND ENGINEERS COLLABORATIVE

WE PROVIDE SOLUTIONS
FOR YOUR PROJECTS
IN THE FOLLOWING AREAS:
SURVEYING
ENGINEERING
PLANNING
DESIGN
CONSTRUCTION
MANAGEMENT

TITLE EXCEPTIONS - TRACT 1 & 2

1. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
2. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
3. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
4. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
5. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
6. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
7. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
8. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
9. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.
10. Subject to all applicable exceptions on Plat Book 1, Page 212, referenced Court's Order.

LEGAL DESCRIPTION - TRACT 3

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 2

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 1

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 4

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 3

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 2

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 1

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 4 (RECORDED)

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 3

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 2

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:

LEGAL DESCRIPTION - TRACT 1

1. The TRACT OF LAND OF PLANNERS AND ENGINEERS COLLABORATIVE, being more particularly described as follows:



ALTA INSPECTION LAND TITLE SURVEY

INSURE COMMUNITIES
CITY OF KENNA
CITY OF KENNA

TAB 4

Certified Plat

REV	DATE	DESCRIPTION	BY
1	08/15/20	ISSUED FOR PERMIT	MS
2	08/15/20	ISSUED FOR PERMIT	MS
3	08/15/20	ISSUED FOR PERMIT	MS

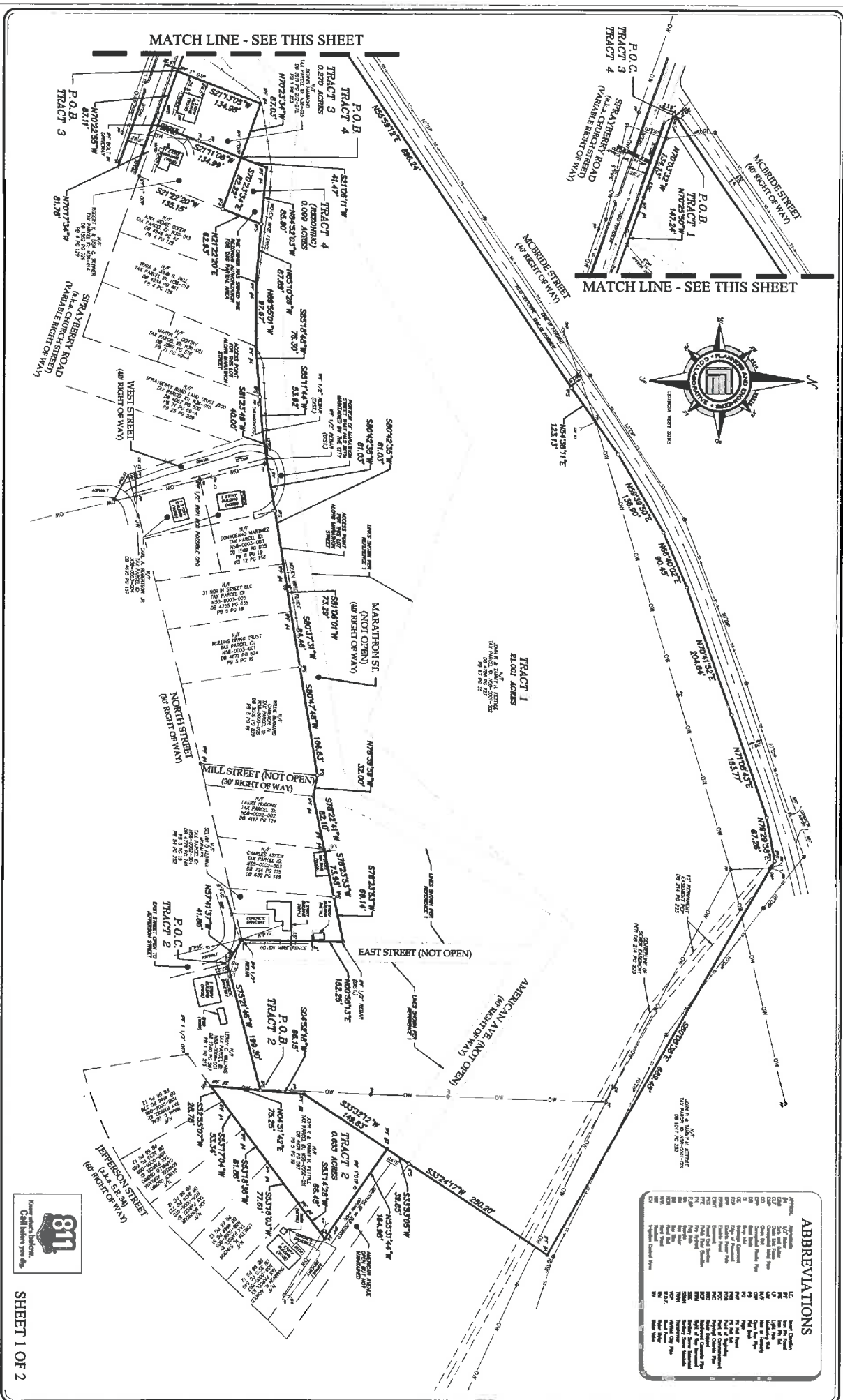
LAND LOT 55
 DISTRICT 3B

ATA/NSPS LAND TITLE SURVEY
 FOR
 IN-LINE COMMUNITIES
 CITY OF PROVIDENCE

CORRECTION
 10/15/20



DATE OF FIELD WORK: AUGUST 2020
 SHEET 1 OF 2



ABBREVIATIONS

ACRES	ADJACENT	ALIGNED	ANALOG	APPROXIMATE	ARROW	AS SHOWN	AVENUE
BLIND	BOUNDARY	BROADWAY	BUTTERFLY	CA	CADASTRAL	CD	CADASTRAL
CE	CENTER	CH	CHURCH	CI	CITY	CL	CLERK
CM	COMMON	CO	COUNTY	CP	CORNER	CR	CROSS
CS	CROSSING	CT	CITY	CU	CURB	CV	CURVE
DA	DRAWING	DB	DEED	DC	DEED	DE	DEED
DF	DEED	DG	DEED	DH	DEED	DI	DEED
DJ	DEED	DK	DEED	DL	DEED	DM	DEED
DN	DEED	DO	DEED	DP	DEED	DQ	DEED
DR	DEED	DS	DEED	DT	DEED	DU	DEED
DV	DEED	DW	DEED	DX	DEED	DY	DEED
DZ	DEED	EA	DEED	EB	DEED	EC	DEED
ED	DEED	EE	DEED	EF	DEED	EG	DEED
EH	DEED	EI	DEED	EJ	DEED	EK	DEED
EL	DEED	EM	DEED	EN	DEED	EO	DEED
EP	DEED	EQ	DEED	ER	DEED	ES	DEED
ET	DEED	EU	DEED	EV	DEED	EW	DEED
EX	DEED	EY	DEED	EZ	DEED	FA	DEED
FB	DEED	FC	DEED	FD	DEED	FE	DEED
FF	DEED	FG	DEED	FH	DEED	FI	DEED
FJ	DEED	FK	DEED	FL	DEED	FM	DEED
FN	DEED	FO	DEED	FP	DEED	FQ	DEED
FR	DEED	FS	DEED	FT	DEED	FU	DEED
FV	DEED	FW	DEED	FX	DEED	FY	DEED
FZ	DEED	GA	DEED	GB	DEED	GC	DEED
GD	DEED	GE	DEED	GF	DEED	GG	DEED
GH	DEED	GI	DEED	GJ	DEED	GK	DEED
GL	DEED	GM	DEED	GN	DEED	GO	DEED
GP	DEED	GQ	DEED	GR	DEED	GS	DEED
GT	DEED	GU	DEED	GV	DEED	GW	DEED
GX	DEED	GY	DEED	GZ	DEED	HA	DEED
HB	DEED	HC	DEED	HD	DEED	HE	DEED
HF	DEED	HG	DEED	HH	DEED	HI	DEED
HJ	DEED	HK	DEED	HL	DEED	HM	DEED
HN	DEED	HO	DEED	HP	DEED	HQ	DEED
HR	DEED	HS	DEED	HT	DEED	HU	DEED
HV	DEED	HW	DEED	HX	DEED	HY	DEED
HZ	DEED	IA	DEED	IB	DEED	IC	DEED
ID	DEED	IE	DEED	IF	DEED	IG	DEED
IH	DEED	IJ	DEED	IK	DEED	IL	DEED
IM	DEED	IN	DEED	IO	DEED	IP	DEED
IQ	DEED	IR	DEED	IS	DEED	IT	DEED
IU	DEED	IV	DEED	IW	DEED	IX	DEED
IY	DEED	IZ	DEED	JA	DEED	JB	DEED
JC	DEED	JD	DEED	JE	DEED	JF	DEED
JG	DEED	JH	DEED	JI	DEED	JJ	DEED
JK	DEED	JL	DEED	JM	DEED	JN	DEED
JO	DEED	JP	DEED	JQ	DEED	JR	DEED
JS	DEED	JT	DEED	JU	DEED	JV	DEED
JW	DEED	JX	DEED	JY	DEED	JZ	DEED
KA	DEED	KB	DEED	KC	DEED	KD	DEED
KE	DEED	KF	DEED	KG	DEED	KH	DEED
KI	DEED	KJ	DEED	KK	DEED	KL	DEED
KM	DEED	KN	DEED	KO	DEED	KP	DEED
KQ	DEED	KR	DEED	KS	DEED	KT	DEED
KU	DEED	KV	DEED	KW	DEED	KX	DEED
KY	DEED	KZ	DEED	LA	DEED	LB	DEED
LC	DEED	LD	DEED	LE	DEED	LF	DEED
LG	DEED	LH	DEED	LI	DEED	LJ	DEED
LK	DEED	LM	DEED	LN	DEED	LO	DEED
LP	DEED	LQ	DEED	LR	DEED	LS	DEED
LT	DEED	LU	DEED	LV	DEED	LW	DEED
LX	DEED	LY	DEED	LZ	DEED	MA	DEED
MB	DEED	MC	DEED	MD	DEED	ME	DEED
MF	DEED	MG	DEED	MH	DEED	MI	DEED
MJ	DEED	MK	DEED	ML	DEED	MM	DEED
MN	DEED	MO	DEED	MP	DEED	MQ	DEED
MR	DEED	MS	DEED	MT	DEED	MU	DEED
MV	DEED	MW	DEED	MX	DEED	MY	DEED
MZ	DEED	NA	DEED	NB	DEED	NC	DEED
ND	DEED	NE	DEED	NF	DEED	NG	DEED
NH	DEED	NI	DEED	NJ	DEED	NK	DEED
NL	DEED	NM	DEED	NN	DEED	NO	DEED
NP	DEED	NQ	DEED	NR	DEED	NS	DEED
NT	DEED	NU	DEED	NV	DEED	NW	DEED
NX	DEED	NY	DEED	NZ	DEED	OA	DEED
OB	DEED	OC	DEED	OD	DEED	OE	DEED
OF	DEED	OG	DEED	OH	DEED	OI	DEED
OJ	DEED	OK	DEED	OL	DEED	OM	DEED
ON	DEED	OO	DEED	OP	DEED	OQ	DEED
OR	DEED	OS	DEED	OT	DEED	OU	DEED
OV	DEED	OW	DEED	OX	DEED	OY	DEED
OZ	DEED	PA	DEED	PB	DEED	PC	DEED
PD	DEED	PE	DEED	PF	DEED	PG	DEED
PH	DEED	PI	DEED	PJ	DEED	PK	DEED
PL	DEED	PM	DEED	PN	DEED		

Tab 5

Conceptual Plan

99

TAB 6

Preferred Conditions



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.
(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

- Residential attached homes shall be a minimum of 1,300 heated square feet
- Amenity center inclusive of pool, cabana, green space, walking trails
- 2 entrance/exit location to the community

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

See attached "Representative Architecture" exhibit.

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Signature of Notary Public

Date



(Affix Raised Seal Here)



HORNE & GRIFFIS, P.C.
32 South Court Square, P.O. Box 220
Newnan, Georgia 30264
www.newnanlaw.com

MELISSA D. GRIFFIS (GA, AL)

Telephone (770) 253-3282
Fax (770) 251-7262
Email: melissa@newnanlaw.com

July 2, 2020

VIA EMAIL ONLY

Ms. Tracy Dunnavant, Planning Director
The City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

RE: Application of InLine Communities, LLC to Amend the Zoning Ordinance
Approximately 22.007± Acres located at Parcels A and B on McBride
Street, and 90 and 92 Sprayberry Road, Newnan, Georgia

Dear Ms. Dunnavant:

InLine Communities, LLC, the Applicant in the above-described property ("the Property") in the City of Newnan, Georgia, would like to amend the Proffered Conditions on their original application filed with the City. Upon further review, the Applicant wants to amend the Proffered Conditions by adding to what is on the application to confirm what was implied that a HOA will maintain the common areas and the amenity packages as outlined in the application packet.

Please include this with the Proffered Conditions already presented. If you should have any questions, please do not hesitate to contact me.

Yours Truly,

Melissa D. Griffis
For InLine Communities, LLC

MDG/kr

Representative Architecture



Amenity Clubhouse





HORNE & GRIFFIS, P.C.
32 South Court Square, P.O. Box 220
Newnan, Georgia 30264
www.newnanlaw.com

MELISSA D. GRIFFIS (GA, AL)

Telephone (770) 253-3282
Fax (770) 251-7262
Email: melissa@newnanlaw.com

August 17, 2020

VIA EMAIL ONLY

Ms. Tracy Dunnivant, Planning Director
The City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

RE: Application of InLine Communities, LLC to Amend the Zoning Ordinance
Approximately 22.007± Acres located at Parcels A and B on McBride
Street, and 90 and 92 Sprayberry Road, Newnan, Georgia

Dear Ms. Dunnivant:

InLine Communities, LLC, the Applicant in the above-described property ("the Property") in the City of Newnan, Georgia, would like to amend the Proffered Conditions on their original application filed with the City. After the Planning Commission meeting and discussions with the neighbors, the Applicant wants to add an additional Proffered Condition of adding landscaping as a buffer and a fence as outlined on the attached exhibit.

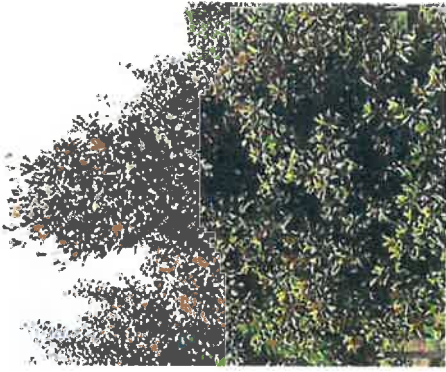
Please include this with the Proffered Conditions already presented. If you should have any questions, please do not hesitate to contact me.

Yours Truly,

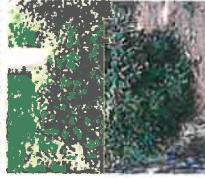
A handwritten signature in blue ink, appearing to read 'Melissa D. Griffis', written over a horizontal line.

Melissa D. Griffis
For InLine Communities, LLC

MDG/kr
Enclosure



TREE - Little Gem Magnolia



SHRUB - Anise Tree



SHRUB - Luykera laurel



SHRUB - Loropetalum

TAB 7

Disclosure of Campaign Contributions And Gifts



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on June 1, 2020 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

22.007 +/- acres on Parcels A. and B on McBride Street and 90 and 92 Sprayberry Road, Newnan

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations' having a property or other interest in said property subject of this application are as follows:

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes ☐ No ☒

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Signature of Applicant's Representative

Karen Rebeor 6.1.2020

Signature of Notary Public

Date

BRYAN MUSOLF

Type or Print Name and Title

MELISSA D. GRIFFIS, ESQ.

Type or Print Name and Title

(Affix Raised Seal Here)



Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on June 1, 2020 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

22.007 +/- acres on Parcels A and B on McBride Street and 90 and 92 Sprayberry Road, Newnan

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? ☐ Yes ☒ No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge

Signature of Applicant

BRYAN MUSOLF
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Signature of Notary Public

Date



¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual organization, church, foundation, club, charitable organization, or educational organization

TAB 8

Property Owner's Authorization



City of Newnan, Georgia
Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner John R. Kettyle

Telephone Number _____

Address of Subject Property Parcels A and B McBride Street

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.



Signature of Property Owner

Personally appeared before me

Gabrielle White

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.



Notary Public



(Affix Raised Seal Here)

5.27.2020

Date



City of Newnan, Georgia

Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner Tammy H. Kettyle

Telephone Number _____

Address of Subject Property Parcels A and B McBride Street

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Signature of Property Owner

Personally appeared before me

Gabrielle White

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Gabrielle White

Notary Public

5.27.2020

Date



(Affix Raised Seal Here)



City of Newnan, Georgia

Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner Lisa Skinner

Telephone Number 770 328 4895

Address of Subject Property 92 Sprayberry Road, Newnan, GA 30263 (Parcel ID # N36 014)

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

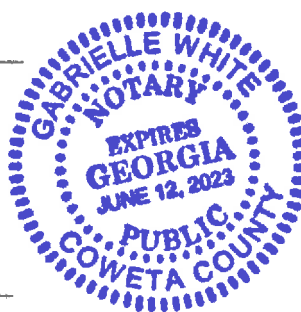

Signature of Property Owner

Personally appeared before me

Gabrielle White

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public



(Affix Raised Seal Here)

3.28.2020
Date



City of Newnan, Georgia

Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner Robert Skinner

Telephone Number 770 301 4698

Address of Subject Property 92 Sprayberry Road, Newnan, GA 30263 (Parcel ID # N36 014)

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.


Signature of Property Owner

Personally appeared before me

Gabrielle White

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public



(Affix Raised Seal Here)

5.28.2020
Date



City of Newnan, Georgia

Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner Dennis Hammond

Telephone Number _____

Address of Subject Property 90 Sprayberry Road, Newnan, GA 30263 (Parcel ID # N36 015)

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.


Signature of Property Owner

Personally appeared before me

 Gabrielle White

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.


Notary Public

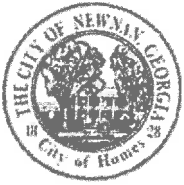
5.29.2020
Date



(Affix Raised Seal Here)

TAB 9

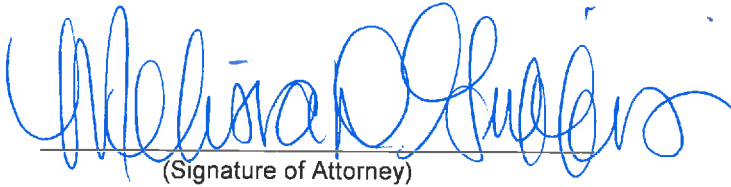
Authorization of Attorney



City of Newnan, Georgia
Attachment D
Attorney's Authorization

NOTE: *If an attorney-at-law has prepared this application, please fill out the information below:*

I swear as an attorney-at-law, I have been authorized by the owner(s) to file the attached application for a rezoning of property.


(Signature of Attorney)

Name of Attorney Melissa D. Griffis, Esq.

Address 32 South Court Square

Newnan, GA 30263

Telephone (770) 253-3282

Date 6-1-2020

TAB 10

Community Impact Study (Not Applicable)

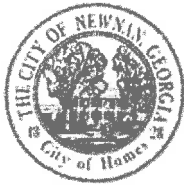
TAB 11

Filing Fee

(\$1,015.18) to the City of Newnan)

TAB 12

Rezoning Checklist



City of Newnan, Georgia
Attachment E
Rezoning Checklist

The following is a checklist of information required for the submittal of a rezoning application. The Planning & Zoning Department will not accept an incomplete application.

- ☒ Completed application form
- ☒ Letter of intent
- ☒ Names and addresses of all owners of all property within 250 feet of the subject property
- ☒ Legal description of property
- ☒ Certified plat
- ☒ Completed Attachment A — Proffered Conditions (if applicable)
- ☒ Completed Attachment B — Disclosure of Campaign Contributions & Gifts (if applicable)
- ☒ Completed Attachment C — Property Owner's Authorization (if applicable)
- ☒ Completed Attachment D — Attorney's Authorization (if applicable)
- ☐ N/A Community Impact Study (if applicable)
- ☒ Filing Fee in the form of a check payable to the **City of Newnan**

Note: Please attach this form to the filing application.

Exterior Examples



Front Loaded Exterior Examples



Rear Loaded Exterior Examples



Exteriors



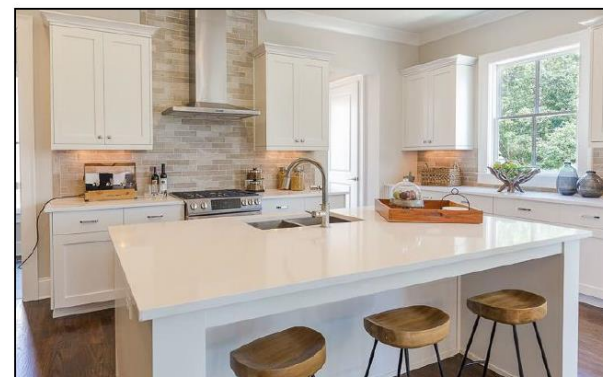
Interior Finishes



Bed and Bath Finishes



Kitchen and Living Room Finishes



INLINE COMMUNITIES, LLC
McBride Street
Tax Parcel #N58 0001 002
90 Sprayberry Road
Tax Parcel N36 015
and a portion of 92 Sprayberry Road
Tax Parcel N36 014 and N58 0006 011
22.007± acres

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY LOCATED
ON McBRIDE STREET AND SPRAYBERRY ROAD,
CONTAINING 22.007± ACRES, IN THE CITY OF NEWNAN, GEORGIA**

WHEREAS, the owner of the property described herein has filed an application to rezone said subject property from City of Newnan Zoning Classification IHV (Heavy Industrial District) and RU-7 (Urban Residential Single-Family Dwelling District-High Density District) to RML (Residential Multiple-Family Dwelling-Lower Density District); and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 25th day of August, 2020; and

WHEREAS, after the above-referenced public hearing, the City Council has determined the re-zoning of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised as follows:

Section I. That the property described on Exhibit "A" attached hereto and by reference made a part hereof and shown on the plat of survey attached hereto as Exhibit "B" and by reference made a part hereof be rezoned RML (Residential Multiple-family Dwelling-Lower Density District) subject to the following conditions:

1. The project will be consistent with the conceptual site plan, density, project data, amenities, proffered conditions, and architectural details as provided as part of the amended application. This application is attached hereto by reference and specifically made a part hereof as if included herein
2. The applicant shall also not create any nonconformities in regards to the residential dimensional requirements when splitting the tract at 92

Sprayberry Road (concerning items such as minimum lot size, setback requirements, and the other dimensional elements found in the Zoning Ordinance).

3. Variances resulting from the proposal will only be granted upon consideration and final approval by the Board of Zoning Appeals, including the variance for the stream buffer and setback encroachments with mitigation above and beyond the minimum detention and water quality requirements for development.
4. A minimum of 2 points of entrance/exit to the community shall be provided generally as shown on the conceptual site plan attached hereto as Exhibit "C", however, a traffic study or analysis will be required to determine that the connections for the internal streets to Jefferson Street and Sprayberry Road, as shown in the concept, meet generally accepted engineering design standards (GDOT or AASHTO) for sight distance, and will accommodate the volumes of left and right turn movements.
5. The project shall consist of a maximum of 103 units, being a townhouse design condominium project in accordance with the requirements of Article III, Section 3-7(c) of the City's Zoning Ordinance. Residential attached homes shall be a minimum of 1,300 heated square feet.
6. An amenity center inclusive of pool, cabana with restrooms, green space, mulched walking trails and a dog park shall be provided.
7. Landscaping and a fence shall be provided along American Avenue as shown on the attached exhibit "D".
8. A Homeowner's Condominium Association shall be incorporated to maintain the common areas and the amenity center areas.
9. Buildings and structures constructed in the project shall be consistent with the proffered Representative Architecture and Exterior Examples attached hereto as Exhibit "E" attached hereto and by reference made a part hereof.

Section II. All Ordinances or parts of Ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section III. Should any phrase, clause, sentence, or section of this Ordinance be deemed unconstitutional by a Court of competent jurisdiction, such determination shall not affect the remaining provisions of this Ordinance, which provisions shall remain in full force and effect.

Section IV. This Ordinance shall be effective upon adoption.

DONE, RATIFIED and PASSED, by the City Council of the City of Newnan,
Georgia, this the ____ day of _____, 2020 in regular session assembled.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

George M. Alexander, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

LEGAL DESCRIPTION
ZONING LOTS 207/208

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 55th District, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right-of-way line of Jefferson Street and the southwesterly right-of-way line of American Avenue; thence leaving said right-of-way line of Jefferson Street and along said right-of-way line of American Avenue, North 57 degrees 43 minutes 47 seconds West a distance of 323.40 feet to a point; thence South 31 degrees 19 minutes 13 seconds West a distance of 20.00 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence South 57 degrees 23 minutes 15 seconds East a distance of 165.47 feet to a point; thence South 32 degrees 36 minutes 45 seconds West a distance of 20.32 feet to a point; thence South 50 degrees 54 minutes 50 seconds West a distance of 198.13 feet to a point; thence North 72 degrees 57 minutes 6 seconds West a distance of 69.00 feet to a point; thence North 2 degrees 36 minutes 27 seconds East a distance of 65.90 feet to a point; thence North 31 degrees 19 minutes 13 seconds East a distance of 169.91 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.653 acres (28,448 square feet).

LEGAL DESCRIPTION
ZONING LOT 73

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 55th District, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right-of-way line of Jefferson Street and the southwesterly right-of-way line of American Avenue; thence leaving said right-of-way line of Jefferson Street and along said right-of-way line of American Avenue, North 57 degrees 43 minutes 47 seconds West a distance of 323.40 feet to a point; thence South 31 degrees 19 minutes 13 seconds West a distance of 20.00 feet to a point; thence South 57 degrees 23 minutes 15 seconds East a distance of 165.47 feet to a point; thence South 32 degrees 36 minutes 45 seconds West a distance of 20.32 feet to a point; thence South 50 degrees 54 minutes 50 seconds West a distance of 198.13 feet to a point; thence North 72 degrees 57 minutes 6 seconds West a distance of 69.00 feet to a point; thence South 73 degrees 6 minutes 25 seconds West a distance of 199.30 feet to a point; thence North 60 degrees 9 minutes 53 seconds West a distance of 42.00 feet to a point; thence North 01 degree 12 minutes 49 seconds West a distance of 152.00 feet to a point; thence South 76 degrees 12 minutes 33 seconds West a distance of 225.24 feet to a point; thence North 80 degrees 50 minutes 0 seconds West a distance of 31.92 feet to a point; thence South 78 degrees 32 minutes 27 seconds West a distance of 487.00 feet to a point; thence South 78 degrees 48 minutes 41 seconds West a distance of 39.77 feet to a point; thence South 83 degrees 4 minutes 47 seconds West a distance of 53.50 feet to a point; thence South 83 degrees 4 minutes 49 seconds West a distance of 76.47 feet to a point; thence South 87 degrees 51 minutes 54 seconds West a distance of 97.71 feet to a point; thence North 87 degrees 27 minutes 31 seconds West a distance of 90.87 feet to a point; thence South 18 degrees 5 minutes 58 seconds West a distance of 42.43 feet to a point; thence North 86 degrees 22 minutes 23 seconds West a distance of 83.02 feet to a point; thence South 17 degrees 24 minutes 12 seconds West a distance of 134.99 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence North 72 degrees 35 minutes 48 seconds West a distance of 90.85 feet to a point; thence North 19 degrees 2 minutes 19 seconds East a distance of 135.00 feet to a point; thence South 72 degrees 37 minutes 41 seconds East a distance of 87.00 feet to a point; thence South 17 degrees 24 minutes 12 seconds West a distance of 134.99 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.276 acres (12,002 square feet).

LEGAL DESCRIPTION
ZONING MAIN PARCEL

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 55th District, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right-of-way line of Jefferson Street and the southwesterly right-of-way line of American Avenue; thence leaving said right-of-way line of Jefferson Street and along said right-of-way line of American Avenue, North 57 degrees 43 minutes 47 seconds West a distance of 323.40 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence South 31 degrees 19 minutes 13 seconds West a distance of 20.00 feet to a point; thence continue Southwesterly along said line, a distance of 169.91 feet; thence South 2 degrees 36 minutes 27 seconds West a distance of 65.90 feet to a point; thence South 73 degrees 6 minutes 25 seconds West a distance of 199.30 feet to a point; thence North 60 degrees 9 minutes 53 seconds West a distance of 42.00 feet to a point; thence North 01 degree 12 minutes 49 seconds West a distance of 152.00 feet to a point; thence South 76 degrees 12 minutes 33 seconds West a distance of 225.24 feet to a point; thence North 80 degrees 50 minutes 0 seconds West a distance of 31.92 feet to a point; thence South 78 degrees 32 minutes 27 seconds West a distance of 487.00 feet to a point; thence South 78 degrees 48 minutes 41 seconds West a distance of 39.77 feet to a point; thence South 83 degrees 4 minutes 47 seconds West a distance of 53.50 feet to a point; thence South 83 degrees 4 minutes 49 seconds West a distance of 76.47 feet to a point; thence South 87 degrees 51 minutes 54 seconds West a distance of 97.71 feet to a point; thence North 87 degrees 27 minutes 31 seconds West a distance of 90.87 feet to a point; thence North 87 degrees 7 minutes 21 seconds West a distance of 82.60 feet to a point; thence South 19 degrees 2 minutes 19 seconds West a distance of 41.50 feet to a point; thence North 72 degrees 37 minutes 41 seconds West a distance of 87.00 feet to a point; thence South 19 degrees 2 minutes 19 seconds West a distance of 135.00 feet to a point; thence North 72 degrees 35 minutes 48 seconds West a distance of 147.36 feet to a point; thence North 72 degrees 24 minutes 22 seconds West a distance of 133.72 feet to a point; thence North 53 degrees 43 minutes 51 seconds East a distance of 896.23 feet to a point; thence North 52 degrees 20 minutes 50 seconds East a distance of 123.13 feet to a point; thence North 57 degrees 24 minutes 29 seconds East a distance of 136.90 feet to a point; thence North 64 degrees 24 minutes 41 seconds East a distance of 90.45 feet to a point; thence North 68 degrees 26 minutes 31 seconds East a distance of 204.64 feet to a point; thence North 68 degrees 53 minutes 22 seconds East a distance of 163.77 feet to a point; thence North 77 degrees 14 minutes 37 seconds East a distance of 67.26 feet to a point; thence South 62 degrees 22 minutes 43 seconds East a distance of 690.18 feet to a point; thence South 31 degrees 19 minutes 13 seconds West a distance of 250.00 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 21.001 acres (914,825 square feet).

LEGAL DESCRIPTION
ZONING LOT 72-A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 55th District, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right-of-way line of Jefferson Street and the southwesterly right-of-way line of American Avenue; thence leaving said right-of-way line of Jefferson Street and along said right-of-way line of American Avenue, North 57 degrees 43 minutes 47 seconds West a distance of 323.40 feet to a point; thence South 31 degrees 19 minutes 13 seconds West a distance of 20.00 feet to a point; thence South 57 degrees 23 minutes 15 seconds East a distance of 165.47 feet to a point; thence South 32 degrees 36 minutes 45 seconds West a distance of 20.32 feet to a point; thence South 50 degrees 54 minutes 50 seconds West a distance of 198.13 feet to a point; thence North 72 degrees 57 minutes 6 seconds West a distance of 69.00 feet to a point; thence South 73 degrees 6 minutes 25 seconds West a distance of 199.30 feet to a point; thence North 60 degrees 9 minutes 53 seconds West a distance of 42.00 feet to a point; thence North 01 degree 12 minutes 49 seconds West a distance of 152.00 feet to a point; thence South 76 degrees 12 minutes 33 seconds West a distance of 225.24 feet to a point; thence North 80 degrees 50 minutes 0 seconds West a distance of 31.92 feet to a point; thence South 78 degrees 32 minutes 27 seconds West a distance of 487.00 feet to a point; thence South 78 degrees 48 minutes 41 seconds West a distance of 39.77 feet to a point; thence South 83 degrees 4 minutes 47 seconds West a distance of 53.50 feet to a point; thence South 83 degrees 4 minutes 49 seconds West a distance of 76.47 feet to a point; thence South 87 degrees 51 minutes 54 seconds West a distance of 97.71 feet to a point; thence North 87 degrees 27 minutes 31 seconds West a distance of 90.87 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence South 18 degrees 5 minutes 58 seconds West a distance of 42.43 feet to a point; thence North 86 degrees 22 minutes 23 seconds West a distance of 83.02 feet to a point; thence North 19 degrees 2 minutes 19 seconds East a distance of 41.50 feet to a point; thence South 87 degrees 7 minutes 21 seconds East a distance of 82.60 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.077 acres (3,352 square feet).

[illegible]

SHEET 1 OF 2



ALTA/NSPS LAND TITLE SURVEY

NINE COMMUNITIES

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infected

1791451-1317

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 ■ RESEARCH COURT ■ 1160 CENTER COLLEGE, GEORGIA 3
 17014121 ■ WWW.PECCS.COM



Volume 2a	Country of origin
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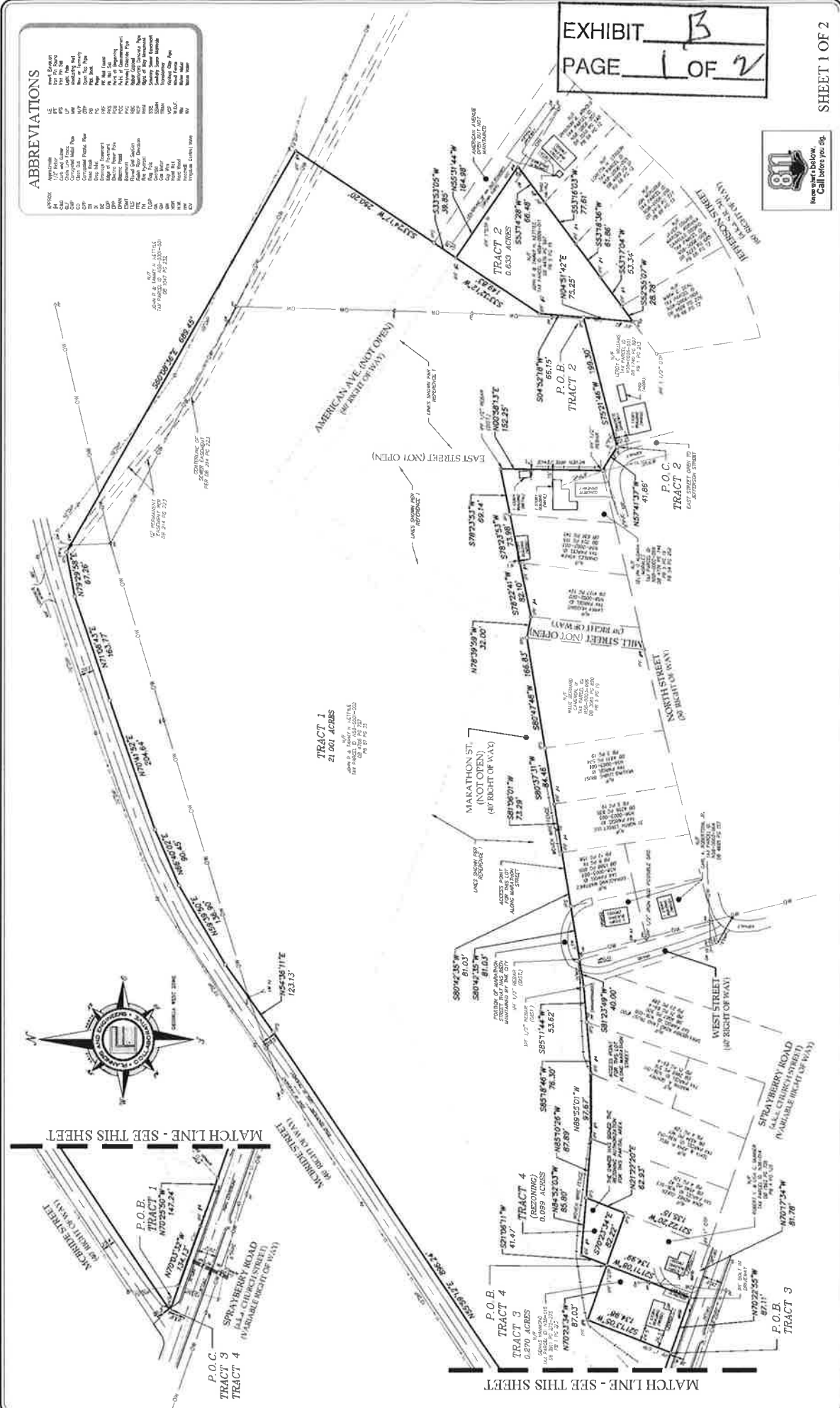
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ENGINEERS CONSULTANTS
WIDE SOLUTIONS

• **WILL PLANT**
• **QUAL ENV**
• **THE BUREAU**

PLATE 1

136



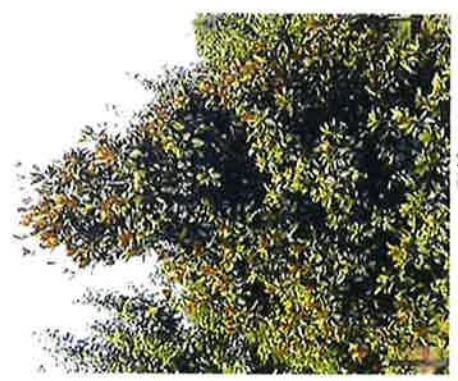
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SITE LOCATION MAP

[illegible]

**24 HOUR CONTACT:
BRYAN MUSOLF
404-895-0913**

[illegible]



Little Gem Magnolia



Anise Tree



Luykens laurel



Loropetalum

SPRAYBERRY RD. @ MCBRIDE ST.

THE CITY OF NEWNAN, COWETA COUNTY

Pat Hooper

From: Pat Hooper
Sent: Tuesday, August 18, 2020 11:42 AM
To: Tracy Dunnavant; 'Michael Klahr'; 'ccole@cityofnewnan.org'
Cc: 'bsears@sandershaugen.com'
Subject: InLine Communities Ordinance (revised)
Attachments: 20200818113828.pdf

Please find attached the revised ordinance for your review.
Chris, please give Brad a call.

Thank you,
Pat Hooper for
Brad Sears

Pat Hooper
Sanders, Haugen & Sears, P.C.
(770) 253-3880
(770) 683-9734 (Direct)



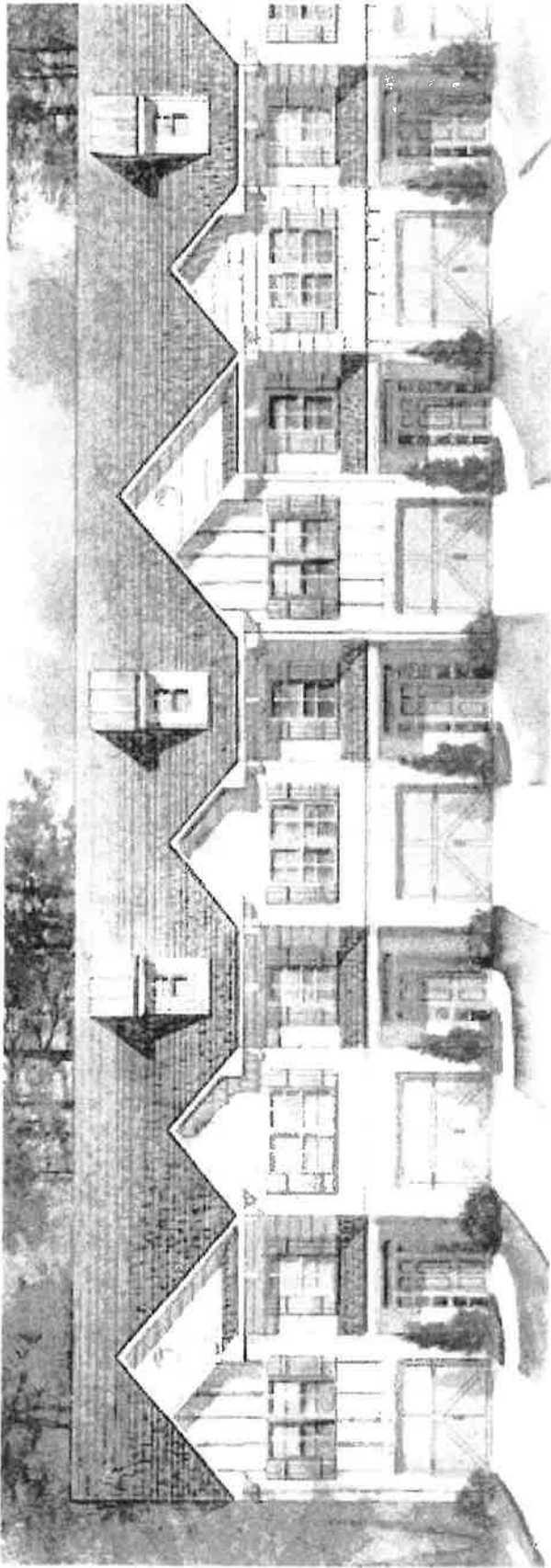
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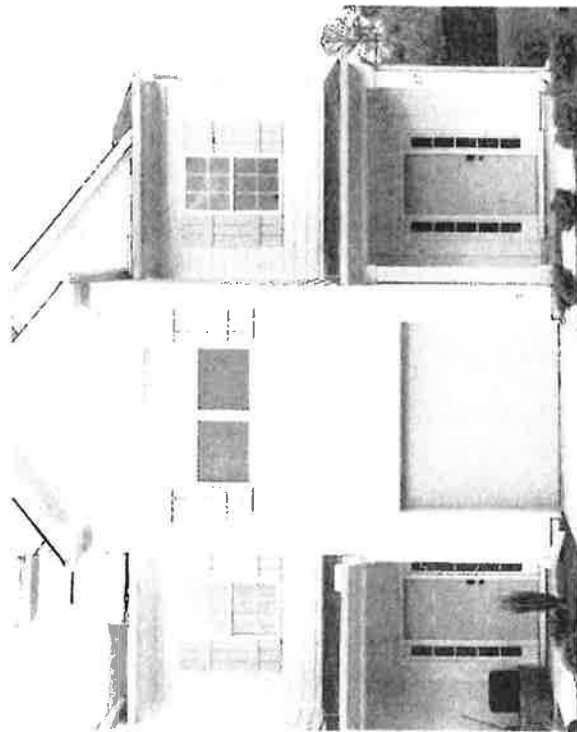
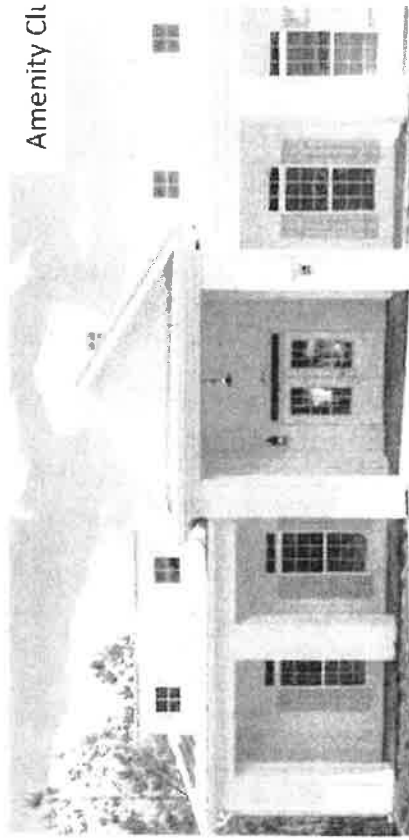
NO ATTORNEY/CLIENT RELATIONSHIP: No Attorney/Client relationship is created by this email correspondence unless there exists an enforceable fee contract/employment agreement between the corresponding parties.

IMPORTANT MESSAGE: In compliance with CFPB regulations, Sanders, Haugen & Sears, P.C. has implemented firm wide email encryption protocols. For the majority of our clients, there will be no difference in email correspondence with our

Representative Architecture



Amenity Cl



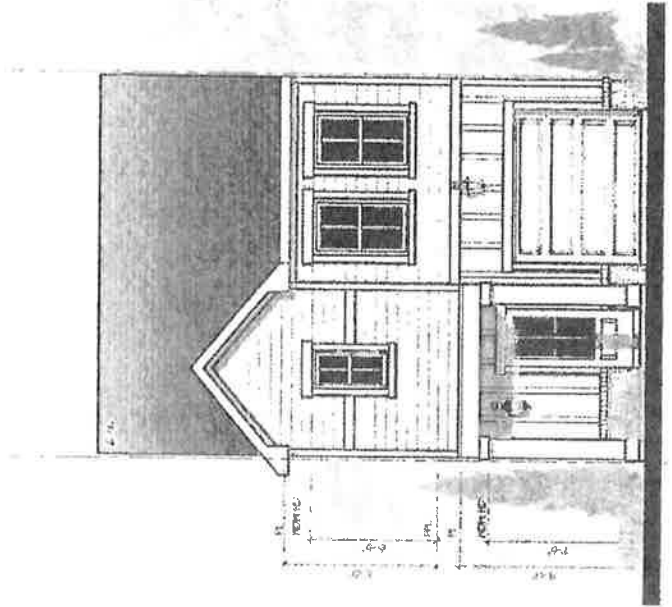
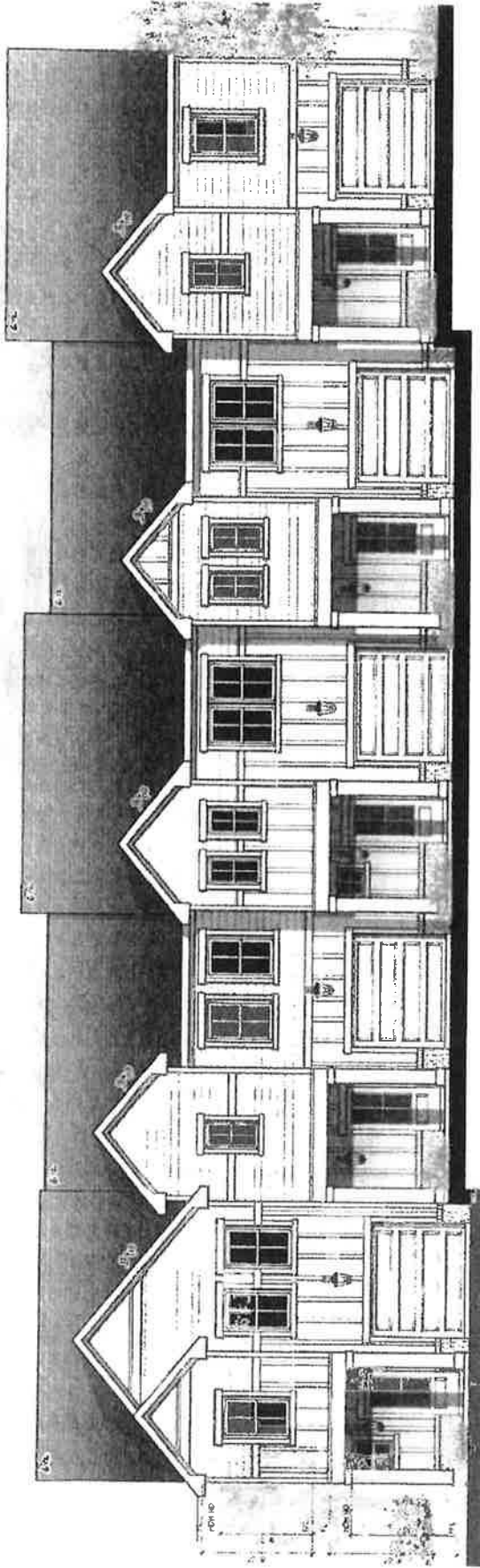


EXHIBIT E
PAGE 2 OF 6

Exterior Examples



EXHIBIT E
PAGE 3 OF 6

IN LINE
COMMUNITY

Front Loaded Exterior Examples

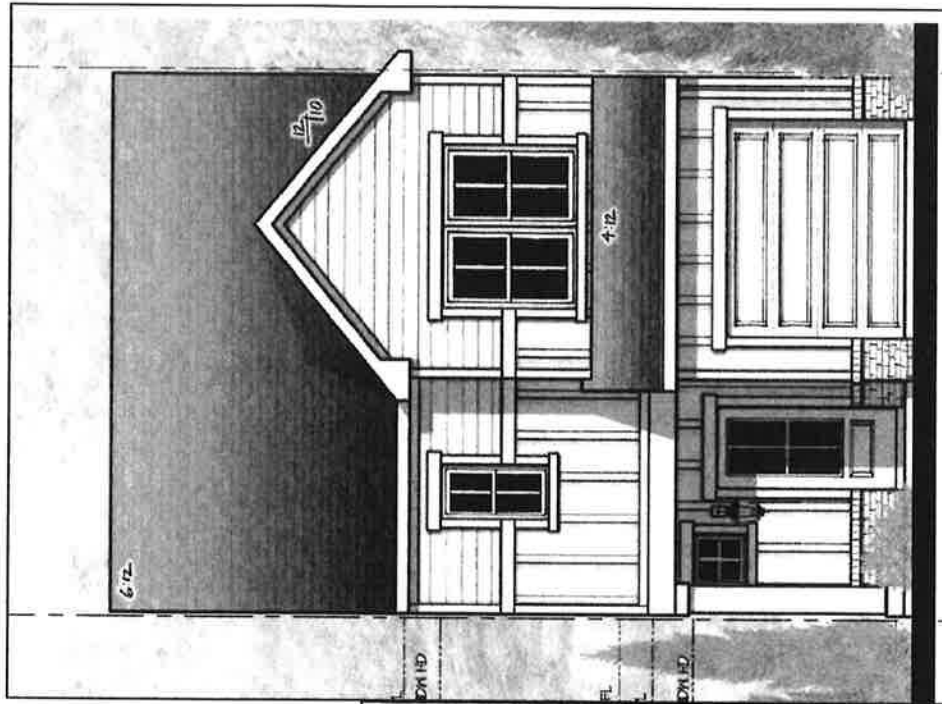
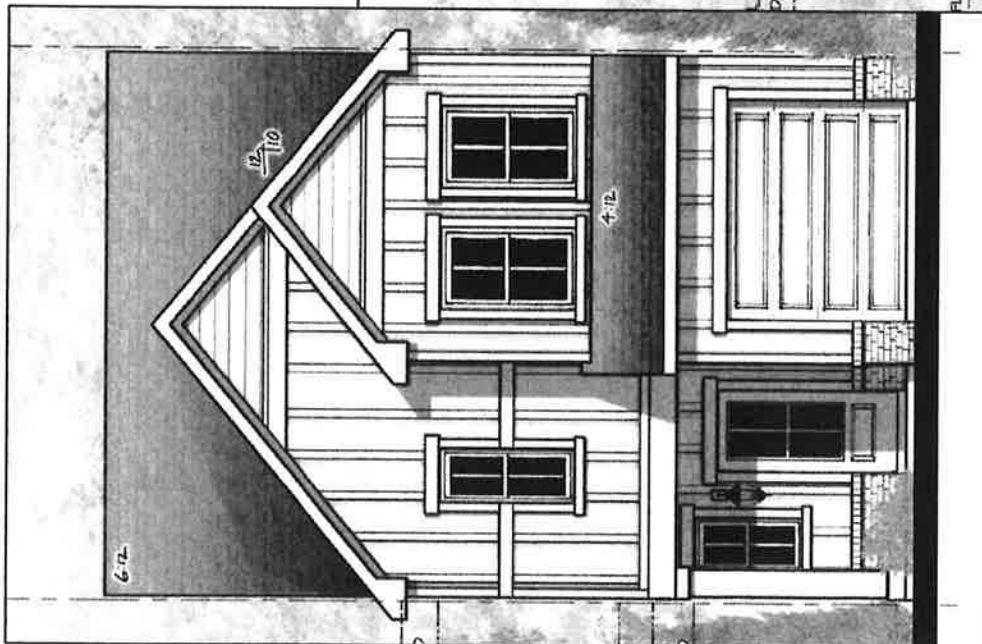


EXHIBIT E
PAGE 4 OF 6



Rear Loaded Exterior Examples

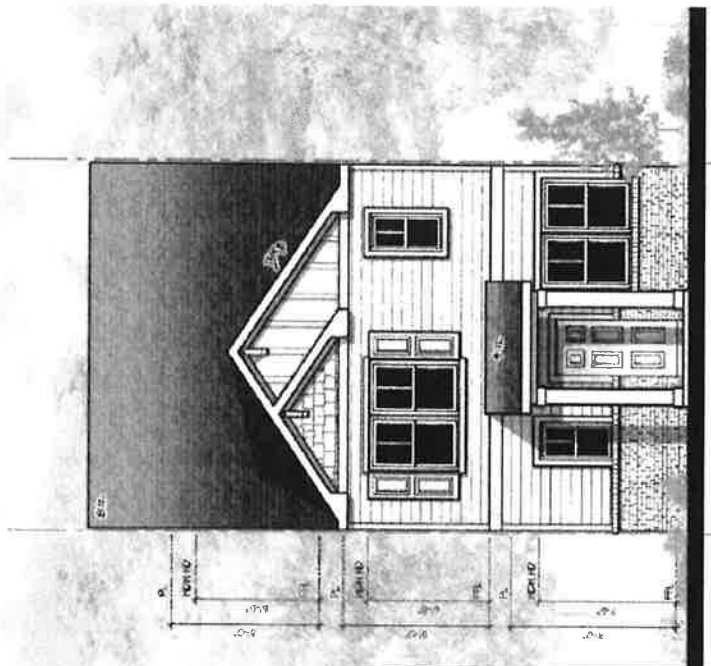
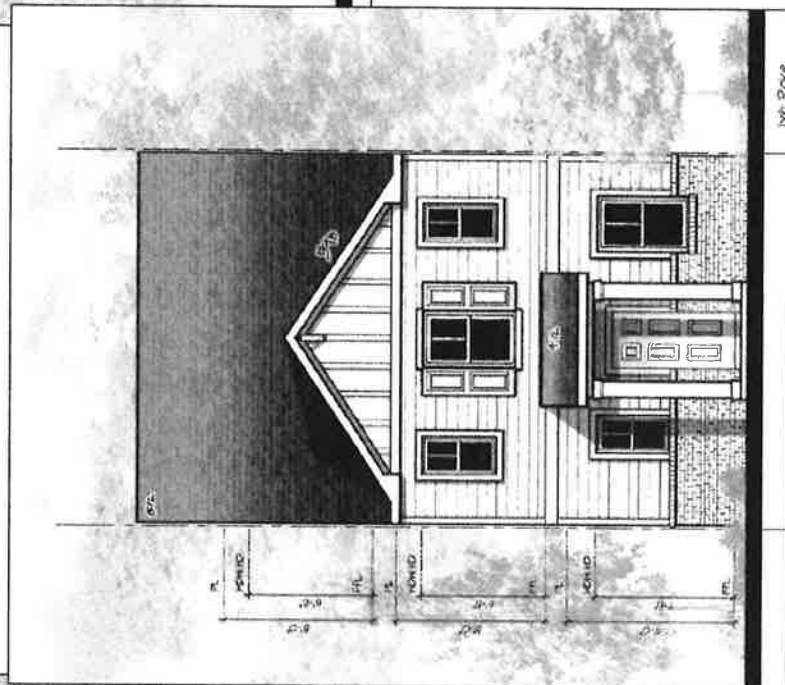
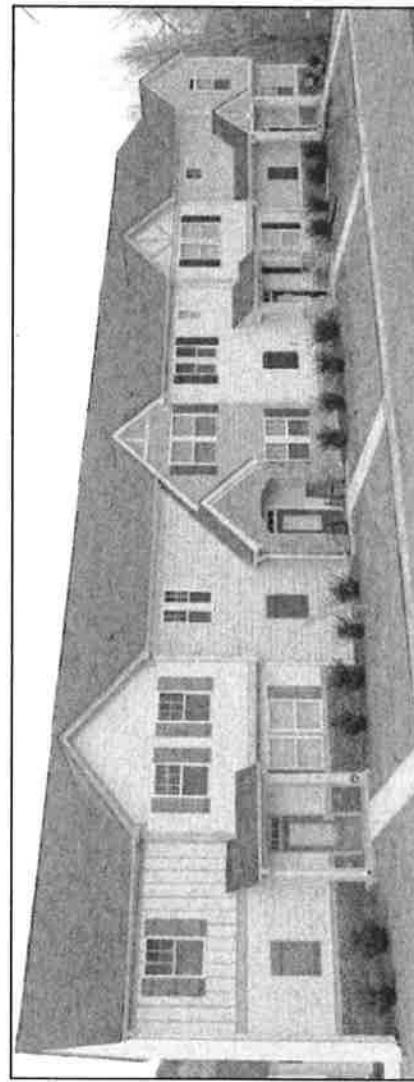
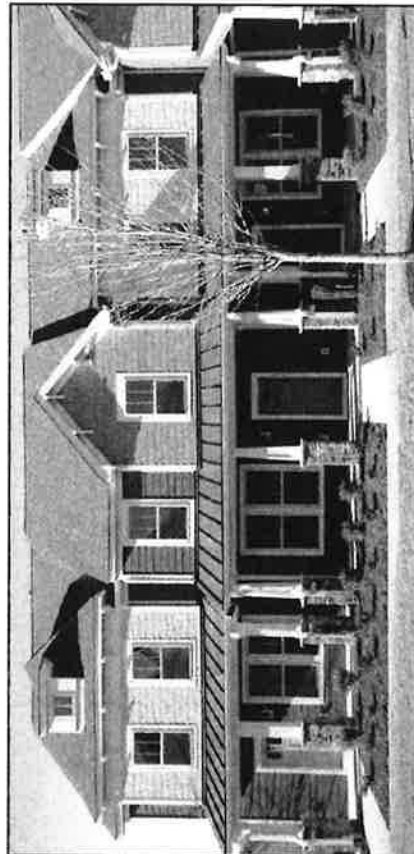
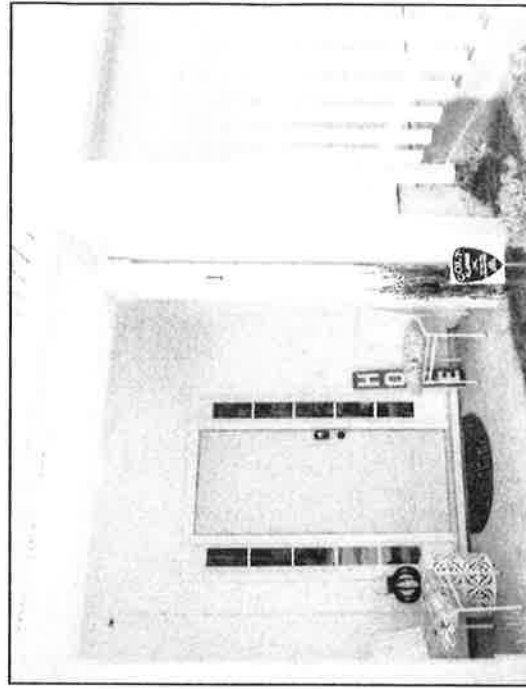
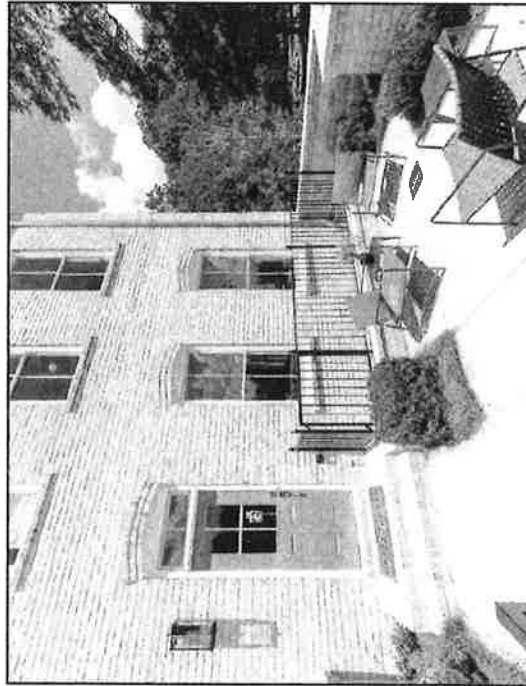
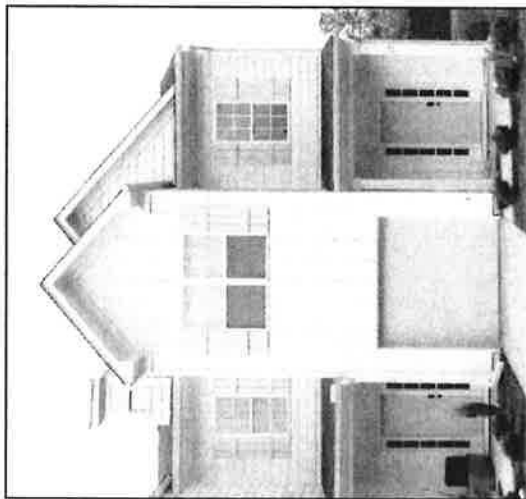


EXHIBIT E
PAGE 5 OF 6

INLINE
COMMUNITY

Exteriors



American Avenue/Marathon Street Research from Applicant



Land Planning ■ Landscape Architecture ■ Civil Engineering ■ Land Surveying ■ Water Resources

"WE PROVIDE SOLUTIONS"

8/6/2020

Re: **McBride Street at Sprayberry Road**
± 21 Acres
Planners and Engineers Collaborative, Inc. Project No. 19338.00

To whom it may concern:

In the process of preparing the survey and title review of the property, we conclude the section of American Avenue between the property and Jefferson Street is a public right-of-way. See attached backup and documents.

The internal roads shown on our attached survey, specifically Marathon Street, have been consolidated into the property per the deed and plat for the property. They are no longer public.

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

Jonathan Howard, PLS

Planners & Engineers Collaborative, Inc.



Gwinnett – 350 Research Court, Peachtree Corners, GA 30092

Cobb – 48 Atlanta Street SE, Marietta, GA 30060

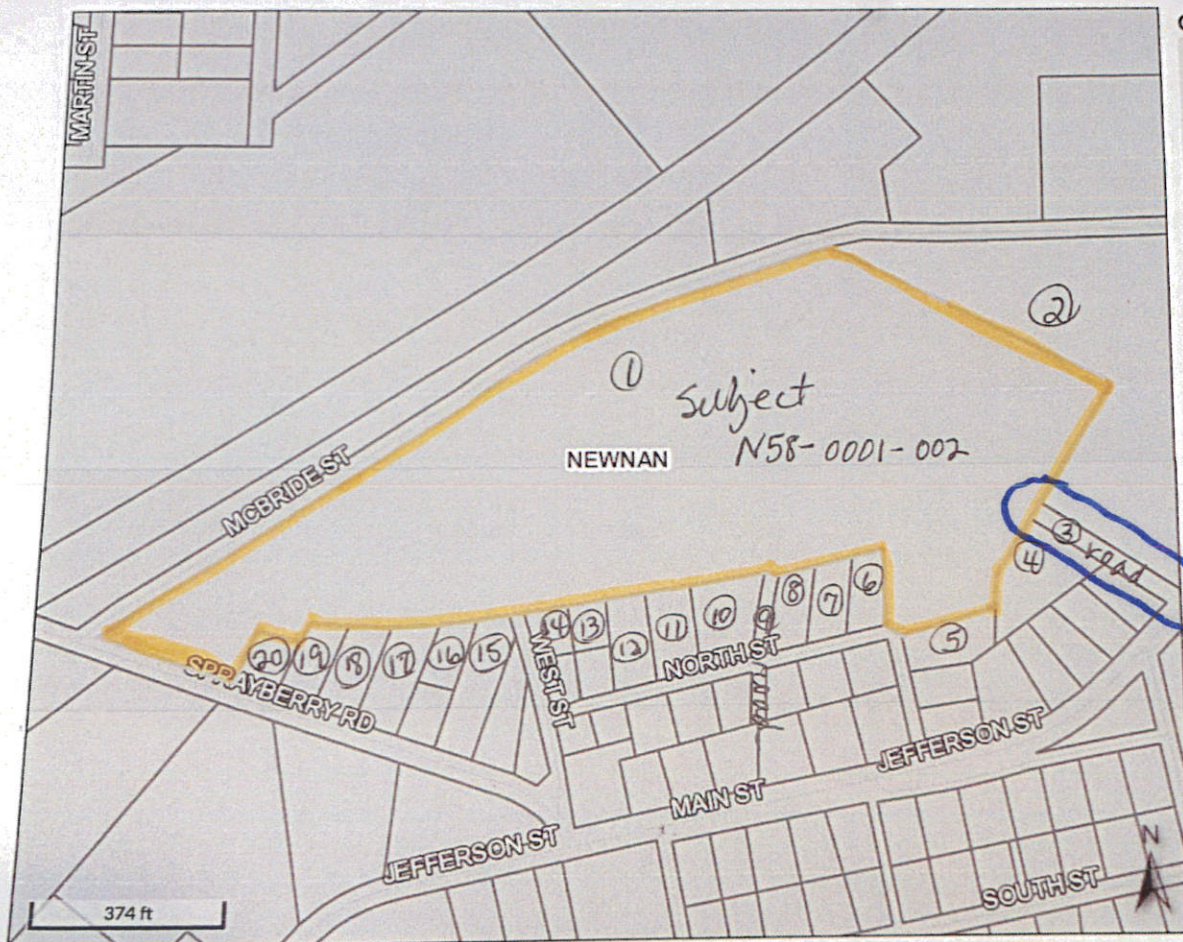
O: 770-451-2741 | C: 404-435-1234 D: 678-684-6236

jhoward@pecatl.com

Sincerely yours,
Planners and Engineers Collaborative, Inc.

Jonathan N. Howard, R.L.S.
Vice President of Land Surveying

For the Firm



Overview



Legend

- Parcels
- Roads
- Municipalities
 - CHATTAHOOCHE HILLS
 - GRANTVILLE
 - HARALSON
 - MORELAND
 - NEWNAN
 - PALMETTO
 - SENOIA
 - SHARPSBURG
 - TURIN

Parcel ID N58 0001 002
Class Code Residential
Taxing District NEWNAN 02
Acres 21

Owner KETTYLE JOHN R & TAMMY H KETTYLE
2655 ROSCOERD
NEWNAN GA 30263
Physical Address n/a
Assessed Value Value \$387600

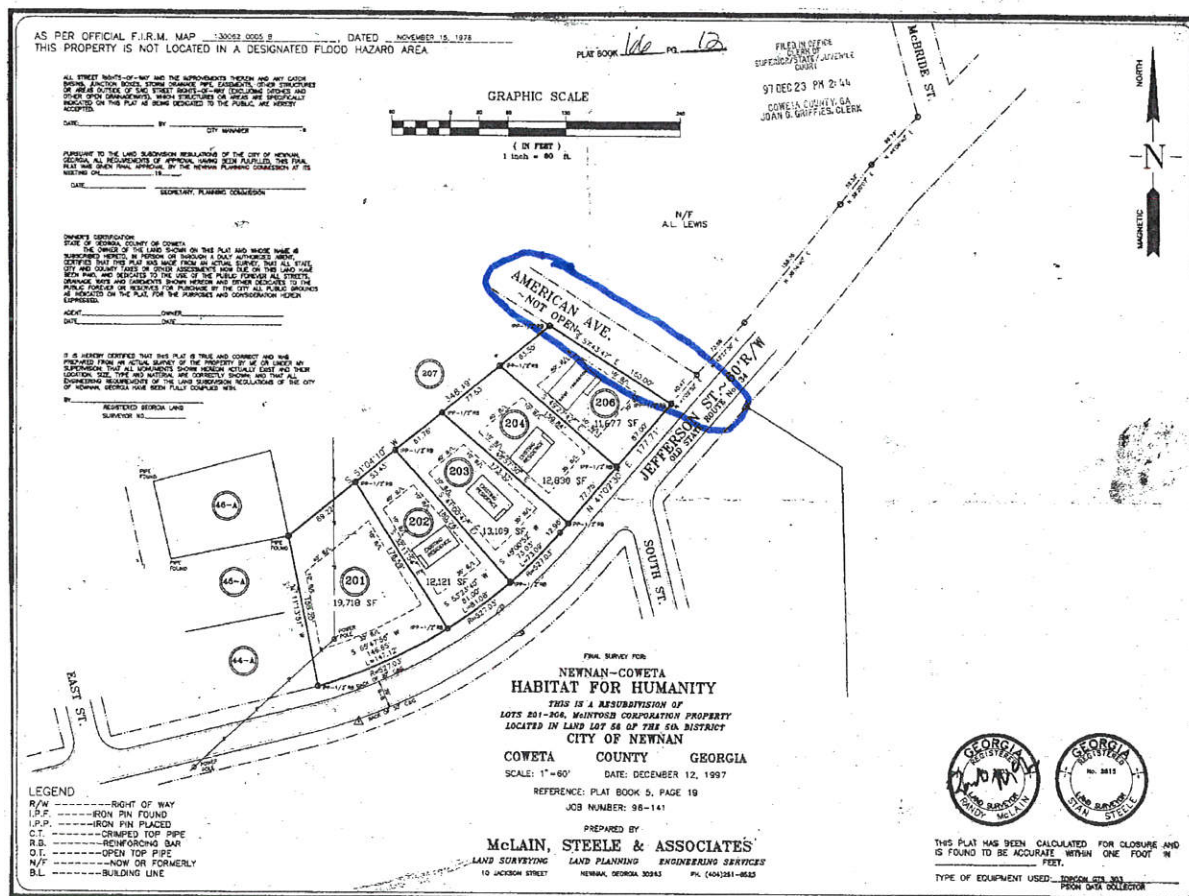
Last 2 Sales	Date	Price	Reason	Qual
	11/15/2018	0	03	U
	11/30/2011	0	03	U

(Note: Not to be used on legal documents)

Section of American Avenue shows as public on GIS and Tax maps

Date created: 7/15/2020
Last Data Uploaded: 7/15/2020 1:01:59 AM

Developed by Schneider GEOSPATIAL



Lot 206 - Arnold Lot does not own it - attached title search shows it was never granted to the Adjacent properties.

WARRANTY DEED

GEORGIA, Coweta COUNTY

BOOK 1047 PAGE 232

FOR AND IN CONSIDERATION OF OTHER GOOD AND VALUABLE CONSIDERATION AND THE SUM OF TEN (\$10.00) DOLLARS, in hand paid, the receipt of which is hereby acknowledged, Richard W. King and A.L. Lewis, of the county of Fulton, State of Georgia, do hereby give, grant, sell, alien and convey unto John R. Kettyle and Tammy R. Kettyle of the County of Coweta, State of Georgia, heirs and assigns, the following property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 41, 42, & 56 of the Fifth Land District, City of Newnan, Coweta County, Georgia. Being more particularly identified as Parcel A containing 2.407 acres, Parcel B containing 20.558 acres and Parcel C containing 2.538 acres all as shown on plat of property dated June 1, 1990, prepared by John R. Christopher, Georgia Registered Land Surveyor, for A.L. Lewis, said plat of record in Plat Book 62, Page 235, Office of the Clerk, Coweta County Superior Court. Reference to which plat is hereby made for a more particular description of said Parcel A, Parcel B and Parcel C, herein conveyed.

The Kettyle property is on the other side of American Avenue.

together with all privileges and appurtenances thereto in anywise belonging in fee simple.

And the said vendor(s) will, and his/her/their heirs, executors, administrators and assigns shall, the said property to the said vendee(s), his/her/their heirs, executors, administrators, and assigns, forever warrant and defend against the lawful demands of all persons whatever.

IN WITNESS WHEREOF, The said Richard W. King and A.L. Lewis has hereunto set his/her/their hand(s), affixed his/her/their seal(s), and delivered these presents this 2nd day of August, 1996.

Signed, sealed and delivered in our presence this 2nd day of August, 1996.

[Signature]
Witness

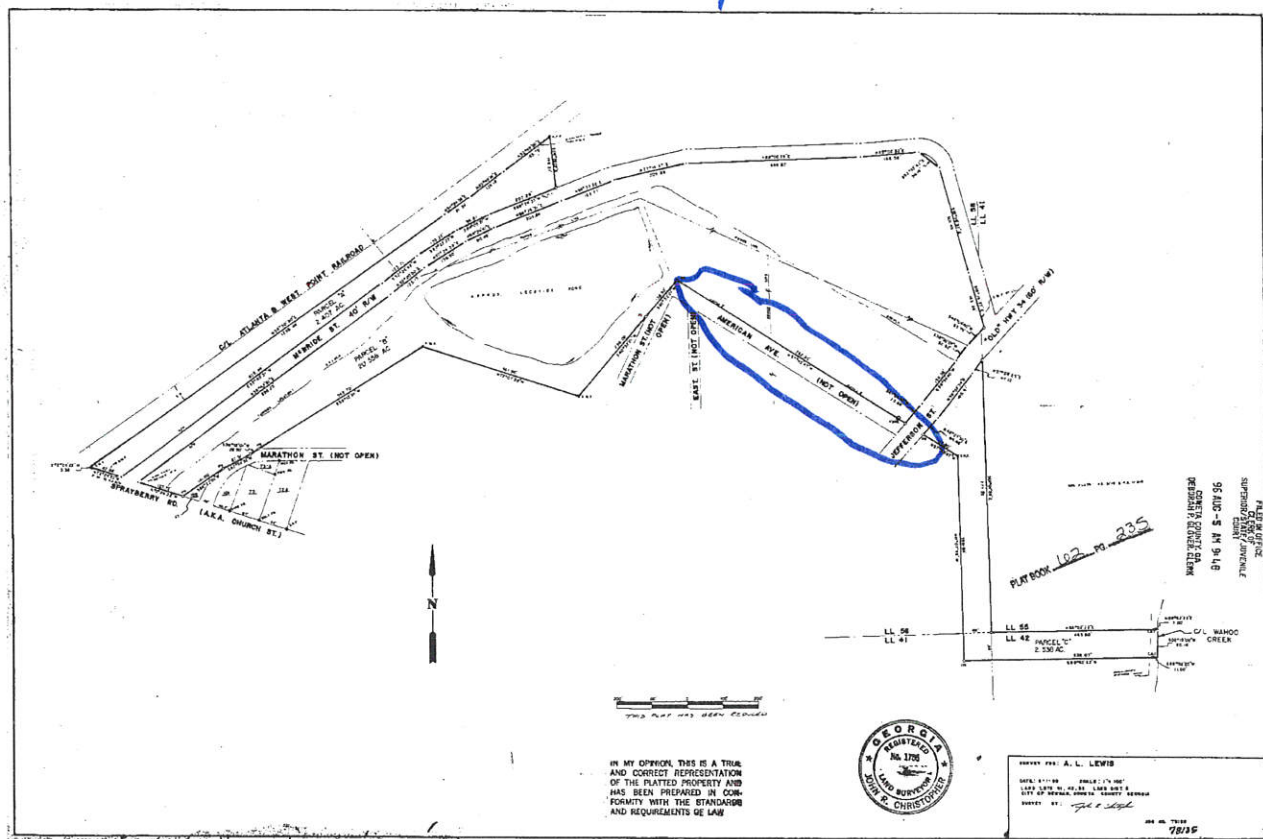
Richard W. King (SEAL)
Richard W. King
A.L. Lewis (SEAL)
A.L. Lewis

Notary Public, Coweta County
State of Georgia
My Commission Expires: 11/ 4/99

Prepared by and return to:
Sidney Pope Jones, Jr. of
Rosenzweig, Jones & MacNabb, P.C.
32 S. Court Square
Newnan, Georgia, 30263
396-567

COWETA COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 3500
DATE 8-5-96
Clerk of Superior Court

FILED IN OFFICE
CLERK OF
SUPERIOR/STATE/JUVENILE
COURT
96 AUG -5 AM 9:45
COWETA COUNTY, GA
DEBORAH P. GLOVER, CLERK



Plat of the Kettle property.

APPROX.	Approximate	LE	Invert Elevation
#4	1/2" Rebar	IPF	Iron Pin Found
C&G	Curb and Gutter	IPS	Iron Pin Set
CLK	Chain Link Fence	LP	Light Pole
CONCRETE MAP	Concrete Metal Pipe	N	Monitoring Well
CO	Clean Out	N/F	None or Formerly
OPP	Corrugated Plastic Pipe	OTIP	Open Top Pipe
DB	Deed Book	PB	Plot Book
DI	Drive Inlet	PG	Page
EL	Easement Easement	PKF	PK Nail Found
EOP	Edge of Pavement	PK Nail Set	
EPP	Electric Power Pole	PBS	Point of Beginning
EPAN	Electric Panel	POC	Point of Commencement
ESMT	Esment	PVC	Polyvinyl Chloride Pipe
FE	Flared End Section	RCB	Rebar Capped
FEE	Finish Floor Elevation	RCC	Reinforced Concrete Pipe
FH	Fire Hydrant	RWM	Right of Way Monument
FLGP	Flag Pole	SSE	Sanitary Sewer Easement
GA	Geogrid	SSMH	Sanitary Sewer Manhole
GM	Ground	TRANSFORM	Transformer
GW	Gay Wire	VCP	Vitrified Clay Pipe
H.W.	Hard Wood	W.D.F.	Wood Fence
H.W.	Hard Wood	WM	Water Meter
HW	Headwall	WV	Water Valve
ICV	Irrigation Control Valve		



DRAWN BY: MS
CHECKED BY: JNH / MCS
FILE NO.: 19338.00
DATE: 08/05/2020
SCALE: 1" = 60'
DATE OF FIELD WORK: AUGUST 2020

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION SUPPLIED AND TO THE SURVEYOR'S BEST KNOWLEDGE ARE APPROXIMATELY AS SHOWN. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
2. I HAVE EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR COWETA COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13077C01430, PANEL 143 OF 430, EFFECTIVE DATE FEBRUARY 6, 2013 AND FOUND NO PORTION OF THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "A" (AREAS OF 100 YEAR FLOOD).
3. THE ORTHOMETRIC HEIGHTS (ELEVATIONS AND CONTOURS) SHOWN HEREON WERE DETERMINED BY GPS OBSERVATIONS AND WERE ADJUSTED BY PLANNERS AND ENGINEERS COLLABORATIVE IN AUGUST 2020. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEORGIA WEST ZONE STATE PLANE COORDINATES.
4. THE TERM "CERTIFICATION" RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT NOT BE SHOWN HEREON.
6. THE UNDERGROUND UTILITIES SHOWN HEREON WERE DETERMINED BY LOCATING PAINT MARKINGS CREATED BY SUBSURFACE UTILITY INVESTIGATIONS, LLC. - PHONE-(770) 557-4142.
6. NO ZONING INFORMATION PROVIDED FOR BUILDING SETBACKS.
7. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

REFERENCES

1. SURVEY FOR JOHN KETTYLE & TAMMY KETTYLE PREPARED BY CHRISTOPHER BROTHERS DATED 9-05-2002, SIGNED AND SEALED BY JOHN R. CHRISTOPHER, REGISTERED LAND SURVEYOR IN THE STATE OF GEORGIA, LICENSE NUMBER 1766.

TITLE EXCEPTIONS - TRACT 3

Southern Abstracting Commitment number 3202-0046 with an effective date of 6/3/2020 was used in the preparation of this survey and the listed exceptions are as follows:

- B1) Subject to all applicable exceptions on Plat Book 1, Page 213, aforesaid Clerk's Office.
Comment: Affects subject property, blanket in nature.

STRUCTURE LEGEND

ELECTRIC / POWER

- Guy Wire
- Electric Meter
- Power Pole/Utility Pole

GAS

- Gas Meter

PROPERTY MONUMENTS

- Iron Pin Set
- Iron Pin Found (Rebar found)
- PK Nail Set
- PK Nail Found
- Point
- Benchmark

SEWER

- Sanitary Sewer Manhole
- Cleanout

SITE / TOPOGRAPHIC FEATURES

- Street Sign
- Air Condition Unit
- Bollard
- Mailbox

STORM / DRAINAGE

- Storm Structure Lid
- Drop Inlet
- Catch Basin
- Head Wall
- Junction Box
- Curb Inlet

WATER

- Fire Hydrant
- Irrigation Control Valve
- Water Meter
- Water Valve

LINETYPES

PROPERTY

- Adjacent Property
- Property Line
- Center of Creek

FENCE LINES

- Barb Wire Fence
- Chain link fence
- Wood Fence
- Woven Wire Fence

SITE / TOPOGRAPHIC FEATURES

- Guardrail

EXISTING OVERHEAD

- Overhead Wires

EXISTING UNDERGROUND

- Cable
- Electric
- Fiber Optic
- Gas
- Telecommunications
- Water
- Television
- Storm Drainage Line
- Sanitary Sewer



Know what's below.
Call before you dig.

TITLE EXCEPTIONS - TRACT 1 & 2

Chicago Title Insurance Company Commitment number 3202-0050 with an effective date of December 26, 2019 was used in the preparation of this survey and the listed exceptions are as follows:

As to Tract 1:

10. Subject to all matters contained on Plat Book 62, Page 235, Coweta County, Georgia records.
Comment: Affects subject property, blanket in nature.
11. Subject to all matters contained in Plat Book 87, Page 35, aforesaid records.
Comment: Affects subject property, blanket in nature.
12. Right of Way Deed from McIntosh/Mills, to Atlanta & West Point Rail Road Company, dated 11/24/1925, filed in Deed Book 25, Page 84, aforesaid records.
Comment: Unable to determine exact affect of above mention deed. Too vague and not plottable.
13. Right of Way Deed from W. N. Banks, as Trustee for the stockholders of McIntosh Mills, to Atlanta & West Point Railroad Company, filed in Deed Book 58, Page 336 and filed 01/11/1951, aforesaid records.
Comment: Unable to determine exact affect of above mention deed. Too vague and not plottable.
14. Easement from McIntosh Corporation at Deed Book 87, Page 341, dated 11/10/1958, filed 11/12/1958, aforesaid records.
Comment: Does not affect subject property. Previous take.
15. Right of Way Easement from The American Thread Company, to Georgia Power Company, dated 10/20/1959, filed in Deed Book 93, Page 178, filed on 10/23/1959, aforesaid records.
Comment: May or may not affect subject property. Easement is blanket in nature.
16. Subject to Sewer Easement from Richard W. King and A. L. Lewis to The Fayette State Bank, dated 06/16/1972, filed in Deed Book 214, Page 223, and filed on 06/20/1972, aforesaid records.
Comment: Affects subject property as shown on survey.
17. Right of Way Deed from A. L. Lewis, to Department of Transportation, dated 03/23/1978, filed in Deed Book 288, Page 125 and filed 03/24/1978, aforesaid records.
Comment: Does not affect subject property, previous take.
18. Right of Way Deed from Richard W. King, to Department of Transportation, filed in Deed Book 288, Page 180 and filed 03/25/1978, aforesaid records.
Comment: Does not affect subject property, previous take.
19. Easement from John R. Kettyle and Tammy H. Kettyle, to The City of Newnan, Georgia, a Municipal Corporation, dated 07/02/2007, filed in Deed Book 3222, Page 737, filed on 07/20/2007, aforesaid records.
Comment: Does not affect subject property. Easement located south of subject property.
20. Notice of Filing at Deed Book 4789, Page 639, aforesaid records.
Comment: Affects subject property, not a survey item.
21. Sell off at Deed Book 3070, Page 900, aforesaid records.
Comment: Affects subject property, not a survey item.
- As to Tract 2:**
22. Subject to all applicable exceptions on Plat Book 5, Page 19, aforesaid Clerk's Office.
Comment: Affects subject property, blanket in nature.

LEGAL DESCRIPTION - TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 56 of the 5th District, City of Newnan, Coweta County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING COMMENCE at a set 5/8 inch rebar with cap at the intersection of the easterly right of way of East Street (not open) and the northerly right of way of North Street (30 foot right of way); thence leaving said intersection of the easterly right of way of East Street and northerly right of way of North Street and proceed North 75 degrees 21 minutes 46 seconds East a distance of 199.30 feet to a set 5/8 inch rebar with cap, said rebar being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established thence North 04 degrees 52 minutes 18 seconds East a distance of 66.15 feet to a found 1/4 inch rebar; thence North 33 degrees 32 minutes 12 seconds East a distance of 149.83' to a found 1/4 inch rebar on the southwesterly right of way line of American Avenue (not open) (40 foot right of way); thence along said southwesterly right of way of American Avenue South 55 degrees 31 minutes 44 seconds East a distance of 164.98 feet to a found 1/2 inch rebar; thence leaving said southwesterly right of way of American Avenue South 53 degrees 14 minutes 28 seconds West a distance of 66.48 feet to a found 1/2 inch rebar; thence South 53 degrees 16 minutes 03 seconds West a distance of 77.61 feet to a found 1/2 inch rebar; thence South 53 degrees 18 minutes 36 seconds West a distance of 61.86 feet to a found 1/2 inch rebar; thence South 53 degrees 17 minutes 04 seconds West a distance of 53.34 feet to a found 1/2 inch rebar; thence South 52 degrees 55 minutes 07 seconds West a distance of 28.78 feet to a found 1/4 inch rebar; thence North 04 degrees 51 minutes 42 seconds East a distance of 75.25 feet to a set 5/8 inch rebar with cap, said rebar being the TRUE POINT OF BEGINNING.

Contains 0.633 acres.

LEGAL DESCRIPTION - TRACT 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 56 of the 5th District, City of Newnan, Coweta County, Georgia, and being more particularly described as follows:

BEGIN at the PK Nail set at the intersection created by the northerly right of way line of Sprayberry Road (f.k.a. Church Street) (variable right of way) and the southeasterly right of way line of McBride Street (40 foot right of way), said nail being the TRUE POINT OF BEGINNING;

THENCE along said southeasterly right of way line of McBride Street the following courses and distances: North 55 degrees 59 minutes 12 seconds East a distance of 896.24 feet to a set 5/8 inch rebar with cap; North 54 degrees 36 minutes 11 seconds East a distance of 123.13 feet to a point; North 59 degrees 39 minutes 50 seconds East a distance of 136.90 feet to a point; North 66 degrees 40 minutes 02 seconds East a distance of 90.45 feet to a point; North 70 degrees 41 minutes 52 seconds East a distance of 204.64 feet to a point; North 71 degrees 08 minutes 43 seconds East a distance of 163.77 feet to a point; North 79 degrees 29 minutes 58 seconds East a distance of 67.26 feet to a point; thence leaving said southeasterly right of way of McBride Street South 60 degrees 08 minutes 36 seconds East a distance of 689.45 feet to a found 1/2 inch rebar; thence South 33 degrees 24 minutes 17 seconds West a distance of 250.20 feet to a set 5/8 inch rebar with cap on the northeasterly right of way line of American Avenue (not open) (40 foot right of way); thence South 33 degrees 53 minutes 05 seconds West a distance of 39.85 feet to a found 1/4 inch rebar on the southwesterly right of way of said American Avenue; thence South 33 degrees 32 minutes 12 seconds West a distance of 149.83 feet to a found 1/4 inch rebar; thence South 04 degrees 52 minutes 18 seconds West a distance of 66.15 feet to a set 5/8 inch rebar with cap; thence South 75 degrees 21 minutes 46 seconds West a distance of 199.30 feet to a set 5/8 inch rebar with cap at the intersection of the easterly right of way of East Street (not open) and the northerly right of way of North Street (30 foot right of way); thence along said northerly right of way of North Street North 57 degrees 41 minutes 37 seconds West a distance of 41.86 feet to a found 1/2 inch rebar at the intersection of the westerly right of way of East Street (not open) and the northerly right of way of North Street (30 foot right of way); thence along said westerly right of way of East Street North 00 degrees 58 minutes 13 seconds East a distance of 152.25 feet to a found 1/2 inch rebar disturbed; thence leaving said westerly right of way of East Street South 78 degrees 23 minutes 53 seconds West a distance of 69.14 feet to a set 5/8 inch rebar; thence South 78 degrees 23 minutes 53 seconds West a distance of 73.98 feet to a found 1/2 inch rebar; thence South 78 degrees 22 minutes 41 seconds West a distance of 82.10 feet to a found 1/2 inch rebar on the easterly right of way of Mill Street (not open) (30 foot right of way); thence North 78 degrees 39 minutes 59 seconds West a distance of 32.00 feet to a set 5/8 inch rebar with cap on the westerly right of line of said Mill Street; thence South 80 degrees 47 minutes 48 seconds West a distance of 166.83 feet to a set 5/8 inch rebar with cap; thence South 80 degrees 37 minutes 31 seconds West a distance of 84.46 feet to a found 1/2 inch rebar; thence South 81 degrees 06 minutes 01 seconds West a distance of 73.29 feet to a found 1/2 inch rebar; thence South 80 degrees 42 minutes 35 seconds West a distance of 81.03 feet to a set 5/8 inch rebar with cap; thence South 80 degrees 42 minutes 35 seconds West a distance of 81.03 feet to a found 1/2 inch rebar disturbed on the easterly right of way line of American Avenue (not open) (40 foot right of way); thence South 81 degrees 23 minutes 49 seconds West a distance of 40.00 feet to a found 1/2 inch rebar disturbed on the westerly right of way of said American Avenue; thence South 85 degrees 11 minutes 44 seconds West a distance of 53.62 feet to a set 5/8 inch rebar with cap; thence South 85 degrees 18 minutes 46 seconds West a distance of 76.30 feet to a found 1/2 inch rebar; thence North 89 degrees 55 minutes 01 seconds West a distance of 97.67 feet to a found 1/2 inch rebar; thence North 85 degrees 10 minutes 26 seconds West a distance of 87.89 feet to a set 5/8 inch rebar with cap; thence North 84 degrees 52 minutes 03 seconds West a distance of 85.80 feet to a found 1/2 inch rebar; thence South 21 degrees 06 minutes 11 seconds West a distance of 41.47 feet to a found 1 inch open top pipe; thence North 70 degrees 23 minutes 34 seconds West a distance of 87.03 feet to a found 1/2 inch rebar; thence South 21 degrees 13 minutes 05 seconds West a distance of 134.98 feet to a found 1 inch open top pipe on said northerly right of way line of Sprayberry Road; thence along said northerly right of way line of Sprayberry Road the following courses and distances: North 70 degrees 25 minutes 50 seconds West a distance of 147.24 feet to a found 1/2 inch rebar; North 70 degrees 03 minutes 32 seconds West a distance of 134.13 feet to a PK Nail set, said nail being the TRUE POINT OF BEGINNING.

Contains 21.001 acres

LEGAL DESCRIPTION - TRACT 3

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 56 of the 5th District, City of Newnan, Coweta County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the PK Nail set at the intersection created by the northerly right of way line of Sprayberry Road (f.k.a. Church Street) (variable right of way) and the southeasterly right of way line of McBride Street (40 foot right of way); thence along said northerly right of way of Sprayberry Road the following courses and distances: South 70 degrees 03 minutes 32 seconds East a distance of 134.13 feet to a found 1/2 inch rebar; South 70 degrees 25 minutes 50 seconds East a distance of 147.24 feet to a found 1 inch open top pipe, said open top pipe being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established thence leaving said northerly right of way of Sprayberry Road and proceed North 21 degrees 13 minutes 05 seconds East a distance of 134.98 feet to a found 1/2 inch rebar; thence South 70 degrees 23 minutes 34 seconds East a distance of 87.03 feet to a found 1 inch open top pipe; thence South 21 degrees 11 minutes 08 seconds West a distance of 134.99 feet to a found bolt in concrete driveway on said northerly right of way of Sprayberry Road; thence along said northerly right of way of Sprayberry Road North 70 degrees 22 minutes 55 seconds West a distance of 87.11 feet to a found 1 inch open top pipe, said open top pipe being the TRUE POINT OF BEGINNING;

Contains 0.270 acres.



LEGAL DESCRIPTION - TRACT 4

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 56 of the 5th District, City of Newnan, Coweta County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the PK Nail set at the intersection created by the northerly right of way line of Sprayberry Road (f.k.a. Church Street) (variable right of way) and the southeasterly right of way line of McBride Street (40 foot right of way); thence along said northerly right of way of Sprayberry Road the following courses and distances: South 70 degrees 03 minutes 32 seconds East a distance of 134.13 feet to a found 1/2 inch rebar; South 70 degrees 25 minutes 50 seconds East a distance of 147.24 feet to a found 1 inch open top pipe; South 70 degrees 22 minutes 55 seconds East a distance of 87.11 feet to a found bolt in concrete driveway, said bolt being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established thence leaving said northerly right of way of Sprayberry Road and proceed North 21 degrees 11 minutes 08 seconds East a distance of 134.99 feet to a found 1 inch open top pipe; thence North 21 degrees 06 minutes 11 seconds East a distance of 41.47 feet to a found 1/2 inch rebar; thence South 84 degrees 52 minutes 03 seconds East a distance of 85.80 feet to a set 5/8 inch rebar with cap; thence South 21 degrees 22 minutes 20 seconds West a distance of 198.07 feet to a found 1 inch open top pipe on said northerly right of way of Sprayberry Road; thence along said northerly right of way of Sprayberry Road North 70 degrees 17 minutes 34 seconds West a distance of 81.78 feet to a found bolt in concrete driveway, said bolt being the TRUE POINT OF BEGINNING;

Contains 0.353 acres.

TITLE EXCEPTIONS - TRACT 4

Southern Abstracting Commitment number COWETA-1337-20-46781 with an effective date of 5/10/2020 was used in the preparation of this survey and the listed exceptions are as follows:

10. Subject to all applicable exceptions on Plat Book 4, Page 125, as revised on Plat Book 25, Page 179, aforesaid Clerk's Office.
Comment: Affects subject property, blanket in nature.

The field data upon which this map or plat is based has a closure precision of one foot in 36,964 feet and an angular error of 00° 00' 02" per angle point and was adjusted using the compass adjustment rule.

This map or plat has been calculated for closure and is found to be accurate to within one foot in 323,524 feet.

EQUIPMENT USED:

ANGULAR: TOPCON TOTAL STATION

LINEAR: TOPCON TOTAL STATION

To inline Communities:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 8, 9, 10, 13, and 16 of Table A thereof. The field work was completed on: August 2020

Date of Map or Plat: August 8, 2020

PLANNERS AND ENGINEERS COLLABORATIVE



"WE PROVIDE SOLUTIONS"

- SITE PLANNING ■ LANDSCAPE ARCHITECTURE
- CIVIL ENGINEERING ■ LAND SURVEYING

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PE.CALL.COM
C.O.A.#LSF000004

REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			

LAND LOT(S) 56
DISTRICT 5th

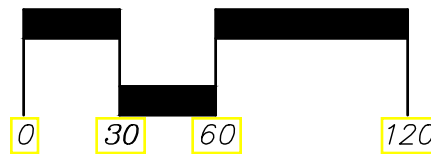
ALTA/NSPS LAND TITLE SURVEY
FOR

INLINE COMMUNITIES

CITY OF NEWNAN

COWETA COUNTY
GEORGIA

DRAWN BY: MS
CHECKED BY: JNH / MCS
FILE NO.: 19338.00
DATE: 08/05/2020
SCALE: 1" = 60'



DATE OF FIELD WORK: AUGUST 2020

Research from Applicant Regarding 348
Jefferson Street (Tax Parcel N58 0006
007) at the corner of Jefferson Street and
American Avenue

✓ AFTER RECORDING RETURN TO:
Morris|Hardwick|Schneider, LLC
1933 Highway 34 East
Newnan, Georgia 30265

DOC# 017284
FILED IN OFFICE
10/21/2009 03:23 PM
BK:3510 PG:540-540
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

PT# 2009-4731

Return to:
Morris|Hardwick|Schneider, LLC
1933 Highway 34 East
Newnan, GA 30265
File #: NWN-090800547S

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$94.00 ✓

WARRANTY DEED

State of Georgia
County of Coweta

Shannon Arnold Title.
There is no quitclaim or right-of-way abandonment
of American Avenue in this title search.

THIS INDENTURE made this 19th day of October, 2009, between

✓ Newnan Coweta Habitat for Humanity, Inc.

as party or parties of the first part, hereinafter called Grantor, and

✓ Shannon R. Arnold

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

- ✓ All that tract or parcel of land lying and being in Land Lot 56 of the 5th District, City of Newnan, Coweta County, Georgia and being Lot 206 as shown on survey for Newnan-Coweta Habitat for Humanity as per plat recorded in plat book 66 page 12 Coweta County records which plat is incorporated herein and made a part hereof by reference.

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

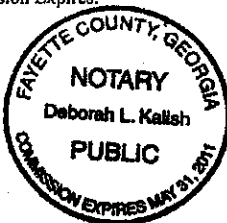
Notary Public

My Commission Expires:

Newnan Coweta Habitat for Humanity, Inc.

By: Robert R. Peebles, President

(Corporate Seal)



1/10/11

DOCH 000348
FILED IN OFFICE
01/08/2009 03:19 PM
BK:3413 PG:659-661
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$0.00 ✓

2009-96

RECORD & RETURN TO:

✓ Matthew S Swope
ROSENZWEIG, JONES & HORNE & GRIFFIS, P.C.
32 South Court Square
P.O. Box 220
Newnan, GA 30264

DEED UNDER POWER OF SALE

STATE OF GEORGIA
COWETA COUNTY

This instrument made and executed this 8th day of January, 2009.

WITNESSETH:

That whereas, on the 6th day of January, 2009, during the legal hours of sale, ✓
NEWNAN-COWETA HABITAT FOR HUMANITY, AS ATTORNEY IN FACT FOR JESSE W. DUNSON, his heirs, legal representatives, successors and assigns, and subsequent owners
✓ of the Property or **IRIS OLIVIA WALKER**, did expose for sale at public outcry, to the
highest bidder for cash, before the courthouse door in Coweta County, Georgia, the lands
hereinafter described, at which sale ✓
NEWNAN-COWETA HABITAT FOR HUMANITY was
the highest and best bidder at and for TWENTY SIX THOUSAND and 00/100 DOLLARS
(\$26,000.00) cash; and said property was then and there knocked off to **NEWNAN-COWETA**
HABITAT FOR HUMANITY at said sum. The sale was made by **NEWNAN-COWETA**
HABITAT FOR HUMANITY, AS ATTORNEY IN FACT FOR JESSE W. DUNSON, his
heirs, legal representatives, successors and assigns, and subsequent owners of the Property
or **IRIS OLIVIA WALKER** under and by virtue of the power and authority granted to it in a
certain loan deed executed by **JESSE W. DUNSON** in favor of **NEWNAN-COWETA**
HABITAT FOR HUMANITY, recorded in Deed Book ✓ 1086, Page ✓ 002, Coweta County,
Georgia records. Said sale was made after advertising the time, place and terms thereof in The
Newnan Times-Herald, having general circulation in Coweta County, Georgia, and being the
publication in which Sheriff's advertisements for said County are now published, once a week for
four weeks prior to said sale, to-wit: On the 11th day of December; on the 18th day of December
on the 25th day of December; and on the 1st day of January, 2009, said advertisement in all

3111 1111 1111

(72)

respects complied with the requirements of the power of sale contained in said loan deed. Said sale was made for the purpose of paying the indebtedness due to **NEWNAN-COWETA HABITAT FOR HUMANITY** under said loan deed, all of which was mature and payable because of default of the said **JESSE W. DUNSON, his heirs, legal representatives, successors and assigns, and subsequent owners of the Property or IRIS OLIVIA WALKER** in the payment of said indebtedness secured by said loan deed. Written notice of the initiation of proceedings to exercise a Power of Sale was sent by Certified Mail, Return Receipt Requested, to the property address and to **JESSE W. DUNSON, his heirs, legal representatives, successors and assigns, and subsequent owners of the Property or IRIS OLIVIA WALKER** at its last known personal residence more than thirty (30) days before the date of foreclosure as required in O.C.G.A. §44-14-162.2.

NOW, THEREFORE, the said, NEWNAN-COWETA HABITAT FOR HUMANITY, AS ATTORNEY IN FACT FOR JESSE W. DUNSON, his heirs, legal representatives, successors and assigns, and subsequent owners of the Property or IRIS OLIVIA WALKER, acting under and by virtue of the power of sale contained in said loan deed, for and in consideration of **TWENTY SIX THOUSAND AND 00/100 DOLLARS (\$26,000.00)** paid for said lands by virtue of the public sale aforesaid, and in consideration of the facts hereinbefore recited, has bargained, sold and conveyed, and does hereby bargain, sell and convey unto said **NEWNAN-COWETA HABITAT FOR HUMANITY, its successors and assigns, the following described property, to-wit:**

All that certain tract or parcel of land lying and being in Land Lot 56 of the Fifth Land District and being Tract 206 on plat of survey for American Thread Company recorded at Plat Book 5, Page 19, Coweta County, Georgia records, reference to said plat being hereby made for a more particular description of said tract.

TO HAVE AND TO HOLD the said described property unto **NEWNAN-COWETA HABITAT FOR HUMANITY** the said Grantee, its successors and assigns in fee simple.

It is the purpose and intent of this instrument to convey all of the right, title, equity and interest of said **JESSE W. DUNSON, his heirs, legal representatives, successors and assigns, and subsequent owners of the Property or IRIS OLIVIA WALKER,** its legal representatives, heirs and assigns, and all persons whomsoever claiming under **JESSE W. DUNSON, his heirs, legal representatives, successors and assigns, and subsequent owners**

of the Property or IRIS OLIVIA WALKER in and to said lands.

In witness of all of which, the said NEWNAN-COWETA HABITAT FOR
HUMANITY, AS ATTORNEY IN FACT FOR IRIS OLIVIA WALKER, has hereunto set
its hands and affixed its seals and delivered this instrument the day and year first above written.

NEWNAN-COWETA HABITAT FOR
HUMANITY, AS ATTORNEY IN FACT FOR
IRIS OLIVIA WALKER

By: Bob Peebles L.S.

Bob Peebles, President NEWNAN-COWETA
HABITAT FOR HUMANITY, as Agent and
Attorney in Fact for IRIS OLIVIA WALKER,

Signed, sealed and delivered before us
this 8 day of January, 2008.

Robin Carmichael
Witness

[Signature]
Notary Public



Anne B. Bell L.S.
Anne B. Bell, Secretary for NEWNAN-
COWETA HABITAT FOR HUMANITY
[Attest]

BOOK 1086 PAGE 001

WARRANTY DEED

FORM 721-MURRAY, PRINTER-NEWNAN, GA.
RETURN RECORDED DOCUMENT
HARWELL, BROWN & HARWELL, P.C.
12 JACKSON ST.
NEWNAN, GA 30253

GEORGIA, COWETA COUNTY.

For and in consideration of the sum of

BOOK 1086 PAGE 001

Other valuable considerations and Ten and No/100 Dollars,

in hand paid, the receipt of which is hereby acknowledged, NEWNAN COWETA HABITAT FOR HUMANITY, INC.

of the county of Coweta, State of Georgia, do hereby give, grant, sell, alien and convey unto JESSE W. DUNSON

of the county of Coweta, State of Georgia

heirs and assigns, the following property, to-wit:

All that certain tract or parcel of land lying and being in Land Lot 56 of the Fifth Land District and being Tract 206 on plat of survey for American Thread Company recorded at Plat Book 5, Page 19, Coweta County, Georgia records, reference to said plat being hereby made for a more particular description of said tract.

COWETA COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 15.00
DATE 12/18/96
CLERK OF SUPERIOR COURT

COWETA COUNTY, GA
DEBORAH P. GLOVER, CLERK

96 DEC 19 AM 9:35

FILED IN OFFICE
CLERK OF SUPERIOR COURT
COWETA COUNTY, GEORGIA
DEBORAH P. GLOVER, CLERK

together with all privileges and appurtenances thereto in anywise belonging in fee simple.

And the said vendor will, and his heirs, executors, administrators, and assigns shall, the said property to the said vendee, his heirs, executors, administrators, and assigns, forever warrant and defend against the lawful demands of all persons whatever.

IN WITNESS WHEREOF, The said NEWNAN-COWETA HABITAT FOR HUMANITY, INC.

has hereunto set his/their hand, affixed his/their seal, and delivered these presents this 6th day of December, 1996.

Signed, sealed and delivered in our presence:

This 6th day of December, 1996

[Signature]
WITNESS

NEWNAN-COWETA HABITAT FOR HUMANITY, INC.
BY: *[Signature]* (SEAL)

Notary Public, Coweta County,

State of Georgia

My Commission expires on

The day of MY COMMISSION EXPIRES APRIL 1, 2000

RETURN RECORDED DOCUMENT TO
HARWELL, BROWN & HARWELL, P.C.
12 JACKSON ST.
NEWNAN, GA 30269

QUIT-CLAIM DEED

GEORGIA, COWETA COUNTY,

BOOK 984 PAGE 208

IN CONSIDERATION OF *****DEED OF GIFT***** Dollars,
receipt whereof is hereby acknowledged, RICHARD W. KING
first party, do hereby remise, release and forever quit-claim unto NEWMAN-COWETA HABITAT FOR HUMANITY,
second party, its successors and assigns, all of the rights, title, interest and equity first party owns or has in
and to the following described property, to-wit:

All those tracts or parcels of land lying and being in Land Lot 56 of the 5th Land District of Coweta
County, Georgia, being designated as Tracts 204, 205 and 206 on plat of survey for American
Thread Company, recorded at Plat Book 5, Page 19, Coweta County, Georgia records, reference
to said plat being hereby made for a more particular description of said tracts.

✓
COWETA COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID & RECEIVED AT GIFT
DATE 12-12-95
Mark P. King
CLERK OF SUPERIOR COURT

FILED IN OFFICE
CLERK SUPERIOR COURT
95 DEC 12 PM 4:26
DEBORAH GLOVER, CLERK
COWETA COUNTY, GA

together with all rights, privileges and appurtenances thereto belonging in fee simple.

TO HAVE AND TO HOLD said property, so that neither first party, nor successors or assigns, nor any other person holding under first party, shall have any right, title, interest or equity in same.

IN WITNESS WHEREOF, the said first party has hereunto set his hand and seal and delivered these presents this 11th day of December, 19 95.

Signed, sealed and delivered in the presence of
us, this 11th day of December, 19 95.

Mark P. King
Lay Witness

Richard W. King
RICHARD W. KING

Notary Public, State of Georgia
Notary Public, Coweta County, Georgia
My Commission Expires October 29, 1997

TICOR TITLE INSURANCE

STATE OF GEORGIA

COUNTY OF FULTON

QUIT CLAIM DEED

THIS DEED, made this 16th day of November, in the Year of Our Lord One Thousand
Nine Hundred Eighty-Nine, between MILDRED T. KING
("Grantor")

of the State Georgia and County of Fulton, and RICHARD W. KING
("Grantee")

of the State Georgia and County of _____, (the terms Grantor and Grantee to include
their respective heirs, successors and assigns where the context hereof requires or permits),

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100s-----
(\$ 10.00-----) DOLLARS, and other good and valuable
considerations, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency
of which being hereby acknowledged by Grantor, has bargained, sold and conveyed, and by these presents does hereby
bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the
said Grantor has, or may have had, in and to the following described property, to-wit:

All that certain tract or parcel of land lying and being in Land
Lots 56 and 57 of the Fifth Land District of Coweta County, Georgia,
and being more particularly described on Exhibit A attached hereto.



Coweta County, Georgia
Book 541 Page 369
Date 11-30-89
Richard W. King
Clerk of Superior Court

BOOK 541 PAGE 369

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Paul D. King 11-16-89

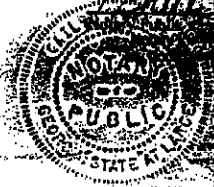
Grantor's Partner

Mildred T. King (SEAL)

MILDRED T. KING (SEAL)

(SEAL)

(SEAL)



BOOK 541 PAGE 369-A

QUIT-CLAIM DEED	
FROM	TO
GEORGIA, _____ County,	
Capt's Office Superior Court	
Filed for Record at _____ o'clock _____ M	
Recorded Book _____ Folio _____	
19 _____	
Clerk _____	
TICOR TITLE INSURANCE	

All that certain tract or parcel of land lying and being in Land Lots 56 and 57 of the Fifth Land District of Coweta County, Georgia, and more particularly described as follows:

Tract 1. Begin at a point on the northerly side of Church Street at a concrete marker and which point is the westernmost corner of McIntosh Corporation as shown by plat of record in Plat Book 5, Page 19, Coweta County, Georgia records and from said point run north 56 degrees 30 minutes east 141 feet; thence continuing in the same direction approximately 100 feet to the southwest corner of Lot 103 of said plat; thence north 58 degrees 20 minutes east 549.7 feet, more or less, to another concrete marker; thence south 72 degrees 0 minutes east 462 feet to a concrete marker; thence north 41 degrees 0 minutes east 296 feet to a point on the north side of a street known as Mill Street; thence south 29 degrees 50 minutes west 244 feet to where Mill Street is intersected by the north side of Marathon Street; thence south 49 degrees 0 minutes west 49.5 feet along Marathon Street; thence south 79 degrees 15 minutes west 511 feet along the north side of Marathon Street; thence continuing along the north side of Marathon Street 475.6 feet to property formerly of American Thread; thence southerly along the property formerly of American Thread 100 feet, more or less, to Lot 102 of the plat herein referred to; thence southerly along the east line of Lot 102 a distance of 111 feet to the north side of Church Street; thence westerly along the north side of Church Street 67 feet to beginning point.

Tract 2. Lot 101 and Lot 73A as shown by plat of McIntosh Corporation of record in Plat Book 5, Page 19, Coweta County, Georgia records.

Tract 3. Lots 55A, 57A and 59A of the plat of the McIntosh Corporation of record in Plat Book 5, Page 19, Coweta County, Georgia record.

Tract 4. Lots 49A, 51A and 53A and four unnumbered lots lying and being in the same block as the three aforementioned lots as shown by plat of record in Plat Book 5, Page 19 of the McIntosh Corporation property so that there shall be included all the property in the block bounded on the south by North Street; on the East by East Street; on the West by Mill Street; and on the North by American Avenue.

Tract 5. All that certain tract or parcel of land lying and being in Land Lot 56 of the Fifth Land District and being Lots 47A, 48A, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211 and 212 of the plat of American Thread Company as shown by plat of record in Plat Book 5, Page 19, Coweta County, Georgia records.

Tract 6. Lots 50, 52 and 54 of the property of McIntosh Corporation as shown by plat of record in Plat Book 5, Page 19, Coweta County records.

Also: Any and all interest of McIntosh Corporation in and to all streets as shown on plat of McIntosh Corporation of record in Plat Book 5, Page 19, Coweta County, Georgia records.

Reference is hereby had to said plat of record in Plat Book 5, Page 19, for a more particular description of the property herein conveyed.



GEORGIA STATE OFFICE
TITLE BUILDING
ATLANTA, GEORGIA

Lawyers Title Insurance Corporation

ATLANTA BRANCH OFFICE

WARRANTY DEED

Coweta County, Georgia
Real Estate Transfer Tax
Paid \$ 25.00
Date July 14, 1971
Wallace Bray
Clerk of Superior Court

STATE OF GEORGIA COUNTY OF COWETA

THIS INDENTURE, Made the _____ day of July, in the year one thousand nine hundred Seventy-One, between

-----McIntosh Corporation, a Georgia Corporation-----

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

---- Mildred T. King ~~XXXXXXXXXXXXXXXXXXXX~~

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of

Ten Dollars and other valuable considerations ~~1 DOLLAR~~ in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that certain tract or parcel of land lying and being in Land Lots 56 and 57 of the Fifth Land District of Coweta County, Georgia, and more particularly described as follows:

Tract 1. Begin at a point on the northerly side of Church Street at a concrete marker and which point is the westernmost corner of McIntosh Corporation as shown by plat of record in Plat Book 5, Page 19, Coweta County, Georgia records and from said point run north 56 degrees 30 minutes east 141 feet; thence continuing in the same direction approximately 100 feet to the southwest corner of Lot 103 of said plat; thence north 58 degrees 20 minutes east 549.7 feet, more or less, to another concrete marker; thence south 72 degrees 0 minutes east 462 feet to a concrete marker; thence north 41 degrees 0 minutes east 296 feet to a point on the north side of a street known as Mill Street; thence south 29 degrees 50 minutes west 244 feet to where Mill Street is intersected by the north side of Marathon Street; thence south 49 degrees 0 minutes west 49.5 feet along Marathon Street; thence south 79 degrees 15 minutes west 511 feet along the north side of Marathon Street; thence continuing along the north side of Marathon Street 475.6 feet to property formerly of American Thread; thence southerly along the property formerly of American Thread 100 feet, more or less, to Lot 102 of the plat herein referred to; thence southerly along the east line of Lot 102 a distance of 111 feet to the north side of Church Street; thence westerly along the north side of Church Street 67 feet to beginning point.

Tract 2. Lot 101 and Lot 73A as shown by plat of McIntosh Corporation of record in Plat Book 5, Page 19, Coweta County, Georgia records.

Tract 3. Lots 55A, 57A and 59A of the plat of the McIntosh Corporation of record in Plat Book 5, Page 19, Coweta County, Georgia record.

Tract 4. Lots 49A, 51A and 53A and four unnumbered lots lying and being in the same block as the three aforementioned lots as shown by plat of record in Plat Book 5, Page 19 of the McIntosh Corporation property so that there shall be included all the property in the block bounded on the south by North Street; on the East by East Street; on the West by Mill Street; and on the North by American Avenue.

LEWIS, COWETA COUNTY, CLERK SUPERIOR COURT
FILED IN OFFICE, THIS 14 DAY OF July
19 71 at 10:00 A.M. RECORDED IN BOOK 196
PAGE 321 THIS 14 DAY OF July 19 71
322 Wallace Bray
CLERK

BOOK 196 PAGE 321

Tract 5. All that certain tract or parcel of land lying and being in Land Lot 56 of the Fifth Land District and being Lots 47A, 48A, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211 and 212 of the plat of American Thread Company as shown by plat of record in Plat Book 5, Page 19, Coweta County, Georgia records.

Tract 6. Lots 50, 52 and 54 of the property of McIntosh Corporation as shown by plat of record in Plat Book 5, Page 19, Coweta County records.

Also: Any and all interest of McIntosh Corporation in and to all streets as shown on plat of McIntosh Corporation of record in Plat Book 5, Page 19, Coweta County, Georgia records.

Reference is hereby had to said plat of record in Plat Book 5, Page 19, for a more particular description of the property herein conveyed.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

McINTOSH CORPORATION (Seal)

BY: Charles B. Moore Jr. (Seal) President

ATTEST: Ada R. Smith (Seal) Secretary



WARRANTY DEED

FROM

TO

GEORGIA, Coweta County.

Clerk's Office, Superior Court

Filed for Record 14 day

of July 19 71

at 10 M., and Recorded in Deed

Book 196, Folio 321-22

July 14, 19 71

W. H. Lee, Jr., Clerk.

Lawyers Title
Insurance Corporation

ATLANTA BRANCH OFFICE

TITLE BUILDING

ATLANTA, GEORGIA

BOOK 196 PAGE 322

This 17 day of June, 1950
Signed, sealed and delivered as to
Ora H. Carle in presence of

C. F. Hindsman

M. F. Hammond
Notary Public, State of Georgia
Notary Public, Georgia, State at Large
My Commission Expires Jan. 7, 1951
(N. P. Seal Attached)

Ora H. Carle LS
Ora H. Carle

This 17 day of June, 1950
Signed, Sealed and delivered as to
Mary E. H. Roberson in presence of

C. F. Hindsman

M. F. Hammond
Notary Public, State of Georgia
Notary Public, Georgia, State at Large
My Commission Expires Jan. 7, 1951
(N. P. Seal Attached)

Mary E. H. Roberson LS
Mary E. H. Roberson

This 3 day of July, 1950
Signed, sealed and delivered as to
Alice Hutchens in presence of

W. A. Ingram

Victor R. Yates
Notary Public, State of Georgia
Notary Public, Fulton County, Georgia
My Commission Expires July 10, 1953
(N. P. Seal Attached)

Alice Hutchens LS
Alice Hutchens

This 5 day of July, 1950
Signed, sealed and delivered as to
Hazel E. Stallworth in presence of

Lrs. E. Hinchardt

Joe Edward Jove
Notary Public, State of South Carolina
(N. P. Seal Attached)

Hazel E. Stallworth LS
Hazel E. Stallworth

This _____ day of _____, 1950
Signed, sealed and delivered as to
Margaret Brown in presence of

W. C. Moore

J. W. Stallings J. P.
Notary Public, State of Georgia
(W. P. Carroll County, Ga. Seal Attached)
This 25 day of August, 1950.

Margaret Brown LS
Margaret Brown

Recorded September 6, 1950.

Wallace Gray, Clerk.

GEORGIA,
CONTA COUNTY.

This indenture made and entered into this 29th day of August, 1950, between W. N. Banks, as Trustee for the stockholders of McIntosh Mills, party of the first part, and McIntosh Corporation, a corporation organized under the laws of the State of Georgia, party of the second part.

Whereas, the stockholders of McIntosh Mills did on the 3rd day of May, 1950, adopt a resolution whereby said McIntosh Mills was to convey all of its property and assets to the stockholders in exchange for their stock, and

Whereas, the said W. N. Banks, was appointed by the stockholders of the said McIntosh Mills as their Trustee to receive all of the property and assets of the said McIntosh Mills in trust for their use and benefit.

WITNESSETH:

That, pursuant to the authority granted the said W. N. Banks as Trustee under the terms of said resolution, and in consideration of the sum of Seventy Thousand Dollars (\$70,000.00), paid by the said McIntosh Corporation, the receipt whereof is hereby acknowledged, the said W. N. Banks, Trustee for the stockholders of McIntosh Mills, does hereby give, grant, bargain, sell, alien and convey unto the said McIntosh Corporation, a corporation organized under the laws of the State of Georgia, its successors and assigns, the following property, to-wit:

58 231

Tract One:

All that tract or parcel of land situate, lying and being in the State of Georgia, Coweta County, located in Land Lots 41, 42, and 56 of the Fifth Land District of said Coweta County, containing 58.87 acres, more or less, and more particularly described as follows:

Begin at a point in the Southwestern part of Land Lot 56 on the North side of a county road leading from McIntosh to State Highway 29, which point is 335 feet Easterly from the East rail of the Atlanta and West Point Railroad Company where said railroad crosses said county road and run thence North 56 degrees 30 minutes East 228 feet; thence North 59 degrees East 578 feet; thence South 72 degrees East 464 feet; thence North 41 degrees East 432.6 feet; thence South 57 degrees 45 minutes East 941 feet; thence South 1 degree East 586.8 feet; thence North 89 degrees East 550 feet to Wahoo Creek; thence up the run of Wahoo Creek 589 feet; thence South 88 degrees 30 minutes West 1973 feet to an iron stake; thence North 15 degrees 30 minutes West 789.5 feet; thence North 51 degrees West 79.7 feet; thence North 70 degrees West along said county road 783 feet to the beginning point. Bounded on the North by property of The American Thread Company, on the East by property of Mrs. H. H. Hammett, on the South by Lewis Keith and on the West by property of Lewis Keith, Treadwell and the said county road, according to plat and survey made by T. Y. Mattox, County Surveyor, in August, 1950, and recorded in Deed Book 50, Page 131, Office Clerk, Coweta Superior Court, reference to which is made for a more complete description of the lines, courses and distances of said property. (see Plat) 1 p 215

This deed is made subject to a right-of-way of State Highway 34 and also easements of Georgia Power Company and Telephone Company for pole lines.

Tract Two:

A certain lot or parcel of land in the 5th District of Coweta County, Georgia, beginning at the intersection of the Upper Fayetteville Road (being extension of Jefferson Street) and a public road running from McIntosh Mills west to the Atlanta Highway to that is known as Forksville, running thence westerly along the North side of Fayetteville Road 3 chains, thence north 3 chains to the said public road, thence easterly along the south side of said public road 2.52 chains, thence southeasterly along said road 1.70 chains to the beginning corner according to survey of T. Y. Mattox, County Surveyor, of April 30, 1925. This tract is conveyed subject to conditions in deed from T. G. Farmer to McIntosh Mills, recorded in Deed Book 20, Page 670.

To have and to hold the above described premises, together with all the privileges and appurtenances thereto belonging, to the said McIntosh Corporation, its successors and assigns, to its own use forever.

In witness whereof, the said W. N. Banks, as Trustee for the stockholders of McIntosh Mills, as aforesaid, has hereunto set his hand and seal this the 29th day of August, 1950.

W. N. BANKS, TRUSTEE FOR THE STOCKHOLDERS OF MCINTOSH MILLS

Signed, sealed and delivered in the presence of us:

W. N. Banks (L.S.)

B. D. Banks Jr.

J. G. REYNOLDS STAMPS
NOT A PUBLIC OFFICE
ATTACHED TO THIS INSTRUMENT

J. J. Powell
Notary Public State of Georgia, Ga.

Recorded September 7, 1950.

Wallace Gray, Clerk.

State of Georgia
Coweta County.

THIS INSTRUMENT, Made this 29th day of August, 1950, and between Clifford Crawford of Coweta County, Georgia, of the first part and JEFFERSON STREET LIFE INSURANCE COMPANY, a corporation of the State of North Carolina, of the second part, WITNESSETH, That the said first part, the said Clifford Crawford, for and in consideration of the sum of Seven Thousand Dollars in hand paid to him before the signing of these presents, the receipt of which is hereby acknowledged, granted, conveyed, sold, aliened and conveyed unto the said party of the second part, its successors and assigns, the following described tract or parcel of land, to wit:

All that tract or parcel of land situate, lying and being in the Southern half of Land Lot No. 41 in the 5th District of Coweta County, Georgia, and more particularly described as follows: Begin at a point on the West side of State Highway No. 29 about a quarter of a mile south of the Southern limits of the City of Milledgeville, Georgia, where property of Clifford Crawford joins the Northeast corner of property of Sam Miller and run said East and North 35 degrees 30 minutes East 250 feet along West 79 degrees East 29 feet; thence South 79 degrees East 250 feet; thence South 79 degrees East 90 feet to property of Sam Miller; thence North 79 degrees East 100 feet along Northern line of Sam Miller's property to beginning point.

Said property is bound as follows: North by property of Clifford Crawford, West by property of Clifford Crawford, South by property of Sam Miller and East by property of Sam Miller.

This being the South half of lot received by Clifford Crawford under deed

✓ AFTER RECORDING RETURN TO:
Morris|Hardwick|Schneider, LLC
1933 Highway 34 East
Newnan, Georgia 30265

STATE OF GEORGIA
COUNTY OF COWETA

DOCH 017285
FILED IN OFFICE
10/21/2009 03:23 PM
BK:3510 PG:541-550
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

PURCHASE MONEY FIRST MORTGAGE
DEED TO SECURE DEBT
AND ASSIGNMENT OF RENT

✓ THIS SECURITY DEED (the "Security Deed") made this 19th day of October, 2009 by and between SHANNON R ARNOLD (hereinafter "Grantor"); and NEWNAN-COWETA HABITAT FOR HUMANITY, INC. who has an address of P.O. Box 2607, Newnan, GA 30264 (hereinafter "Grantee").

WITNESSETH THAT, WHEREAS, Grantor is indebted or is to become indebted to Grantee in the principal sum of Seventy nine thousand and no/100 (\$79,000.00) as evidenced by a Note and Security Agreement (the "Note") (which shall be construed to include any guaranty given regarding and money loaned) dated October 19, 2009 and any renewals, modifications, extensions or amendments to said Note, said Note requiring all principal and accrued interest to be paid in full on or before November 1, 2029 or as provided in paragraph 23 hereof.

THIS SECURITY DEED is made in compliance with the provisions of Section 44-14-60, et seq. Of the Official Code of Georgia Annotated, as Amended, for the purpose of securing an indebtedness or Guaranty of Grantor to Grantee together with interest thereon from maturity as prescribed in said Note, any additional advances made by Grantee to protect the property or to pay taxes or other assessments, and also for the purpose of securing such other and further indebtedness, as may now be, or from time to time hereafter shall become owing to Grantee by Grantor, or any one or more of them either jointly or severally, which indebtedness shall include attorney's fees as provided for in said Note and in any and all renewals thereof and in any other Note evidencing any indebtedness hereby secured, and also any contingent indebtedness owing to Grantee by Grantor, or any one or more of them either jointly or severally, as surety, guarantor or endorser, it being the purpose and intention of this conveyance that in the event, in addition to the indebtedness above specifically described, Grantor, or any one or more of them either jointly or severally may now be otherwise indebted or may from time to time hereafter become otherwise indebted to Grantee through overdrafts or other loans from Grantee or contingently as surety, guarantor, or endorser, then any and all such indebtedness shall be secured by this conveyance, as well as the specific debt first above described

Attention: _____ if checked, this instrument covers goods which are or are to be fixtures related to the real estate described herein and should be indexed in the index of financing statements and in the real property records. The information required by O.C.G.A. 11-9-402 is attached as Exhibit A.

_____ if checked, this Security deed secures a revolving loan account as defined in O.C.G.A. 44-14-3 under which periodic advances and repayments will be made from time to time. Payment of all amounts outstanding on the Note from time to time shall not cancel or release this Security Deed, no release of any part of the Property or all or any of the indebtedness hereby secured, shall affect personal liability under the Note nor the priority of this Security Deed. Re-advances will be secured to the same extent as original obligations hereunder.

AND WHEREAS, to induce the making of said loan, Grantor has agreed to secure said Note and the undertaking prescribed in the Note, Loan Agreement, if any, and this Deed to Secure Debt by the conveyance of the property hereinafter described;

NOW THEREFORE, in consideration of the premises and the sums herein set forth Grantor hereby grants and conveys to Grantee, its successors, and assigns with power of sale the following described property:

SEE ATTACHED EXHIBIT 'A' FOR A COMPLETE AND ACCURATE DESCRIPTION

THIS PROPERTY IS LOCATED IN THE
CITY LIMITS OF CORINTH _____
N ☒ PAL _____
SEN _____ HAR _____
GRA _____ SHAR _____
MORE _____ TURIN _____

GEORGIA INTANGIBLE
TAX PAID ✓
\$237.00 ✓
DATE 10/21/2009

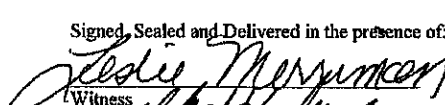
Cindy G. Brown

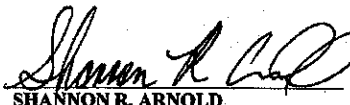
CLERK OF SUPERIOR COURT
COWETA COUNTY

10/28mr

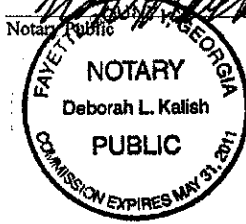
IN WITNESS WHEREOF, Grantor (if any individual or partnership) has hereunto set his hand and seal, or (if a corporation) has caused this Security Deed to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:


Witness


SHANNON R. ARNOLD

Notary Public



Corporate Attestation:
Attest:

By: _____

Its: _____
(Corporate Seal)

Address of Grantee:

P.O. BOX 2607
NEWNAN, GA 30264

Address of Grantor:

348 Jefferson Street
Newnan, GA 30263

AFTER RECORDING RETURNED TO
Morris Hardwick Schmidt, LLC
1933 Highway 34 East
Newnan, Georgia 31105

BK:3510 PG:548

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 56 of the 5th District, City of Newnan, Coweta County, Georgia and being Lot 206 as shown on survey for Newnan-Coweta Habitat for Humanity as per plat recorded in plat book 66 page 12 Coweta County records which plat is incorporated herein and made a part hereof by reference. ✓

348 Jefferson Street, Newnan, GA, 30263

Legal Description

Exhibit A (Legal Description-Letter).rdw
LJ SR 09/28/06

NWH-090800547S
10/16/09 @ 03:56 PM

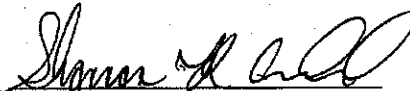
Right of First Refusal

This Agreement is made on October 19, 2009 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NEWNAN-COWETA HABITAT FOR HUMANITY, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at 348 Jefferson Street, Newnan, GA 30263

In the event Borrower elects to sell, convey or otherwise transfer title to the Property prior to the security instrument being paid in full, Lender shall have the right to purchase the Property from the Borrower. In the event Borrower elects to sell, convey or otherwise transfer title to the Property to any party, Borrower shall so notify Lender in writing which shall describe the desired conveyance, the identify of the transferee, and the terms and conditions of the transfer, and Lender shall have ten (10) business days after the receipt of such notice to exercise this right of first refusal and purchase the Property for a price agreed upon by both parties.

1. Lender shall provide Borrower with written notice of the exercise of this right of first refusal by depositing such notice in the United States Mail, return receipt requested, to the address for the Borrower within said ten (10) day period.
2. Closing of the re-purchase of the property pursuant to this right of first refusal shall occur in the offices of Lender or in the offices of an authorized closing agent at a time and date mutually agreeable to both parties within forty five (45) days after Lender receives the notice from Borrower and shall be re-conveyed to Lender pursuant to customary closing documents including a warranty deed and subject only to those matters which constitute valid title exceptions.
3. In the event Lender fails or declines to exercise the right of first refusal provided herein after receiving valid notice from Borrower, then Borrower may proceed to transfer such property to the proposed transferee upon the terms provided to Lender only for the period which is 45 days following the date of such notice from Borrower to Lender of its election to transfer such property and after expiration of such 45 day time period the rights and privileges provided Lender herein shall apply again and any election by Borrower to sell, convey or otherwise transfer title to such property shall be governed by the provisions herein.
4. In the event that the transaction specified to Lender should not take place, then the rights and privileges provided to Lender herein shall apply again and any election by Borrower to sell, convey or otherwise transfer title to such property shall be governed by the provisions herein.

IN WITNESS WHEREOF, the parties hereto have executed this rider under seal, this 19th day of October 2009


SHANNON R. ARNOLD

Grantor: Shannon R. Arnold
Lender: Newnan-Coweta Habitat for Humanity
Date of Security Deed: October 19, 2009

WAIVER OF BORROWER'S RIGHTS

By execution of this paragraph, Grantor expressly: (1) acknowledges the right to accelerate the debt and the power of attorney given herein to Lender to sell the premises by nonjudicial foreclosure upon default by Grantor without any judicial hearing and without any notice other than such notice as is required to be given under the provisions hereof; (2) waives any and all rights which Grantor may have under the fifth and fourteenth amendments to the Constitution of the United States, the various provisions of the constitution for the several states, or by reason of any other applicable law to notice and to judicial hearing prior to the exercise by Lender of any right or remedy herein provided to Lender, except such notice as is specifically required to be provided hereof; (3) acknowledges that Grantor has read this deed and specifically this paragraph and any and all questions regarding the legal effect of said deed and its provisions have been explained fully to Grantor and Grantor has been afforded an opportunity to consult with counsel of Grantor's choice prior to executing this deed; (4) acknowledges that all waivers of the aforesaid rights of Grantor have been made knowingly, intentionally and willingly by Grantor as part of a bargained-for loan transaction; and (5) agrees that the provisions hereof are incorporated into and made a part of the Security Deed.

Read and agreed by Grantor:

Signed, sealed and delivered in the presence of:

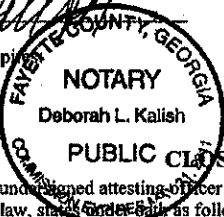
Borrower(s)

Shannon R. Arnold

Witness

Notary Public

My Commission Expires



PUBLIC CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, stated and testified as follows:

In closing the above loan, but prior to the execution of the Security Deed and "Waiver of Borrower's Rights" by the Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Security Deed and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under the power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Security Deed and "Waiver of Borrower's Rights".

Based on said review with and explanation to the Borrower(s) it is my opinion that borrower(s) knowingly, intentionally and willingly executed the Waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on the date set forth above.

Morris/Hardwick/Schneider, LLC

Notary Public

My Commission Expires:

LISA GUNTER
NOTARY PUBLIC, COWETA COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 17, 2013

Closing Attorney

FORECLOSURE CLOSING DISCLOSURE

O.C.G.A. Section 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.

Shannon R. Arnold

Return To: ✓ United Bank
61 Bullsboro Drive
Newnan, GA 30263

Assignment of Promissory Note and Deed to Secure Debt

For Value Received, Newnan-Coweta Habitat for Humanity, Inc. has this day transferred, sold, assigned, conveyed and set over and by these presents does transfer, sell, assign and convey unto
✓ United Bank, 61 Bullsboro Drive, Newnan, Georgia 30263, its successors, transferees and assigns, all its rights, title and interest in those certain Promissory Note and Deed to Secure Debt as follows:

Promissory Note dated October 19, 2009 in the original amount of \$79,000 together, along with a Deed to Secure Debt from Shannon Arnold to Newnan-Coweta Habitat for Humanity, Inc. dated October 19, 2009 in the original amount of \$79,000 and recorded in Deed Book 3510, pages 541-550, Coweta County, Georgia records.

Together with the notes and guaranties therein described or referred to, the money due and to become due thereon with interest and all right accrued or to accrue to said Promissory Note and Deed to Secure Debt.

✓ Newnan-Coweta Habitat for Humanity, Inc.

By: Cristina J. Bawerman
Name: Cristina J. Bawerman
Title: Executive Director

Attest By: William Conoly
Name: William Conoly
Title: Vice President

Witness: William Conoly

DOCH 003401
FILED IN OFFICE
2/27/2017 03:11 PM
BK:4506 PG:45-45
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

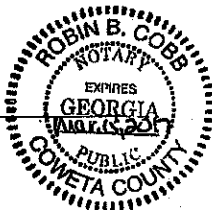
STATE OF GEORGIA
COUNTY OF COWETA

On Sept. 21, 2016 before me a Notary Public of the State of Georgia personally appeared, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that said instrument was signed on behalf of said corporation.

WITNESS my hand and official seal,

Robin B. Cobb
Notary Public

Notary Public, Coweta County, Georgia
My Commission Expires March 16, 2017



✓ AFTER RECORDING RETURN TO:
Morris|Hardwick|Schneider, LLC
1933 Highway 34 East
Newnan, Georgia 30265
STATE OF GEORGIA
COUNTY OF COWETA

DOCH# 017286
FILED IN OFFICE
10/21/2009 03:23 PM
BK:3510 PG:551-560
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

**PURCHASE MONEY SECOND MORTGAGE
DEED TO SECURE DEBT
AND ASSIGNMENT OF RENT**

✓ THIS SECURITY DEED (the "Security Deed") made this 19th day of October, 2009 by and between SHANNON R ARNOLD (hereinafter "Grantor"); and NEWNAN-COWETA HABITAT FOR HUMANITY, INC. with an address of P.O. Box 2607, Newnan, GA 30264 (hereinafter "Grantee").

WITNESSETH THAT, WHEREAS, Grantor is indebted or is to become indebted to Grantee in the principal sum Fifteen thousand and no/100 Dollars (\$15,000.00) as evidenced by a Note and Security Agreement (the "Note") (which shall be construed to include any guaranty given regarding and money loaned) dated October 19, 2009 and any renewals, modifications, extensions or amendments to said Note, said Note requiring all principal and accrued interest to be paid in full on or before November 1, 2029 or as provided in paragraph 23 hereof.

THIS SECURITY DEED is made in compliance with the provisions of Section 44-14-60, et seq. Of the Official Code of Georgia Annotated, as Amended, for the purpose of securing an indebtedness or Guaranty of Grantor to Grantee together with interest thereon from maturity as prescribed in said Note, any additional advances made by Grantee to protect the property or to pay taxes or other assessments, and also for the purpose of securing such other and further indebtedness, as may now be, or from time to time hereafter shall become owing to Grantee by Grantor, or any one or more of them either jointly or severally, which indebtedness shall include attorney's fees as provided for in said Note and in any and all renewals thereof and in any other Note evidencing any indebtedness hereby secured, and also any contingent indebtedness owing to Grantee by Grantor, or any one or more of them either jointly or severally, as surety, guarantor or endorser, it being the purpose and intention of this conveyance that in the event, in addition to the indebtedness above specifically described, Grantor, or any one or more of them either jointly or severally may now be otherwise indebted or may from time to time hereafter become otherwise indebted to Grantee through overdrafts or other loans from Grantee or contingently as surety, guarantor, or endorser, then any and all such indebtedness shall be secured by this conveyance, as well as the specific debt first above described

Attention: _____ if checked, this instrument covers goods which are or are to be fixtures related to the real estate described herein and should be indexed in the index of financing statements and in the real property records. The information required by O.C.G.A. 11-9-402 is attached as Exhibit A.

_____ if checked, this Security deed secures a revolving loan account as defined in O.C.G.A. 44-14-3 under which periodic advances and repayments will be made from time to time. Payment of all amounts outstanding on the Note from time to time shall not cancel or release this Security Deed, no release of any part of the Property or all or any of the indebtedness hereby secured, shall affect personal liability under the Note nor the priority of this Security Deed. Re-advances will be secured to the same extent as original obligations hereunder.

AND WHEREAS, to induce the making of said loan, Grantor has agreed to secure said Note and the undertaking prescribed in the Note, Loan Agreement, if any, and this Deed to Secure Debt by the conveyance of the property hereinafter described;

NOW THEREFORE, in consideration of the premises and the sums herein set forth Grantor hereby grants and conveys to Grantee, its successors, and assigns with power of sale the following described property:

SEE ATTACHED EXHIBIT 'A' FOR A COMPLETE AND ACCURATE DESCRIPTION

THIS PROPERTY IS LOCATED IN THE
CITY LIMITS OF COWETA _____
N 10 PAL _____
SEN _____ HAR _____
GRA _____ SHAR _____
MORE _____ TURIN _____

Georgia Intangible
Tax Paid
\$45.00
DATE 10/21/2009

Cly I. D...
CLERK OF SUPERIOR COURT
COWETA COUNTY

10/28 mr

AFTER REC... RETURN TO:
Morris & Associates, LLC
1938 Highway 34 East
Newnan, Georgia 30263

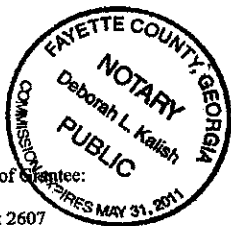
BK:3510 PG:557

IN WITNESS WHEREOF, Grantor (if any individual or partnership) has hereunto set his hand and seal, or (if a corporation) has caused this Security Deed to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public

[Signature]
SHANNON R. ARNOLD



Address of Grantee:

P.O. Box 2607
Newnan, GA 30264

Corporate Attestation:
Attest:

By: _____

Its: _____
(Corporate Seal)

Address of Grantor:

348 Jefferson Street
Newnan, GA 30263

AFTER RECORDING RETURN TO:
Morris|Hardwick|Schneider, LLC
1933 Highway 34 East
Newnan, Georgia 30265

BK:3510 PG:558

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 56 of the 5th District, City of Newnan, Coweta County, Georgia and being Lot 206 as shown on survey for Newnan-Coweta Habitat for Humanity as per plat recorded in plat book 66 page 12 Coweta County records which plat is incorporated herein and made a part hereof by reference. ✓

348 Jefferson Street, Newnan, GA, 30263

Legal Description

Exhibit A (Legal Description-Letter).rdw
LJ SR 09/28/06

NWN-090800547S
10/16/09 @ 03:56 PM

AFTER RECORDING RETURN TO:
GEORGIA: Morris|Hardwick|Schneider, LLC
1933 Highway 34 East
Newnan, Georgia 30265

BK:3510 PG:560

Grantor: Shannon R. Arnold
Lender: Newnan-Coweta Habitat for Humanity
Date of Security Deed: October 19, 2009

WAIVER OF BORROWER'S RIGHTS

By execution of this paragraph, Grantor expressly: (1) acknowledges the right to accelerate the debt and the power of attorney given herein to Lender to sell the premises by nonjudicial foreclosure upon default by Grantor without any judicial hearing and without any notice other than such notice as is required to be given under the provisions hereof; (2) waives any and all rights which Grantor may have under the fifth and fourteenth amendments to the Constitution of the United States, the various provisions of the constitution for the several states, or by reason of any other applicable law to notice and to judicial hearing prior to the exercise by Lender of any right or remedy herein provided to Lender, except such notice as is specifically required to be provided hereof; (3) acknowledges that Grantor has read this deed and specifically this paragraph and any and all questions regarding the legal effect of said deed and its provisions have been explained fully to Grantor and Grantor has been afforded an opportunity to consult with counsel of Grantor's choice prior to executing this deed; (4) acknowledges that all waivers of the aforesaid rights of Grantor have been made knowingly, intentionally and willingly by Grantor as part of a bargained-for loan transaction; and (5) agrees that the provisions hereof are incorporated into and made a part of the Security Deed.

Read and agreed by Grantor:

Signed, sealed and delivered in the presence of:

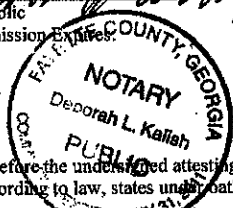
Borrower(s)

Shannon R. Arnold

Witness

Notary Public

My Commission Expires:



CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Security Deed and "Waiver of Borrower's Rights" by the Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Security Deed and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under the power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Security Deed and "Waiver of Borrower's Rights".

Based on said review with and explanation to the Borrower(s) it is my opinion that borrower(s) knowingly, intentionally and willingly executed the Waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on the date set forth above.

Morris|Hardwick|Schneider, LLC

Notary Public

My Commission Expires:

LISA GUNTER

NOTARY PUBLIC, COWETA COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 17, 2013

Closing Attorney

FORECLOSURE CLOSING DISCLOSURE

O.C.G.A. Section 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.

Shannon R. Arnold

STATE OF GEORGIA

COUNTY OF COWETABOOK 1086 PAGE 002
HARDWELL CROWN & HARDWELL, P.C.
ATTORNEYS AT LAW
COWETA COUNTY, GEORGIADEED TO SECURE DEBT
AND ASSIGNMENT OF RENT

THIS SECURITY DEED (the "Security Deed") made this 6th day of December, 19 96 by and between
JESSE W. DUNSON (hereinafter "Grantor"); and
NEWMAN-COWETA HABITAT FOR HUMANITY, INC. (hereinafter "Grantee").

WITNESSETH THAT, WHEREAS, Grantor is indebted or is to become indebted to Grantee in the principal sum of
THIRTY FIVE THOUSAND AND NO/100 Dollars (\$ 35,000.00)

as evidenced by a Note and Security Agreement (the "Note") (which shall be construed to include any guaranty given regarding said money loaned)
 dated December 6, 1996 and any renewals, modifications, extensions or amendments to said Note, said Note requiring all principal and
 accrued interest to be paid in full on or before December 1 2016, or as provided in paragraph 23 hereof.

THIS SECURITY DEED is made in compliance with the provisions of Section 44-14-60, et seq. of the Official Code of Georgia Annotated, as amended, for the purpose of securing an indebtedness or Guaranty of Grantor to Grantee together with interest thereon from maturity as prescribed in said Note, any additional advances made by Grantee to protect the property or to pay taxes or other assessments, and also for the purpose of securing such other and further indebtedness as may now be, or from time to time hereafter shall become owing to Grantee by Grantor, or any one or more of them either jointly or severally, which indebtedness shall include attorneys' fees as provided for in said Note and in any and all renewals thereof and in any other Note evidencing any indebtedness hereby secured, and also any contingent indebtedness owing to Grantee by Grantor, or any one or more of them either jointly or severally, as surety, guarantor or endorser, it being the purpose and intention of this conveyance that in the event, in addition to the indebtedness above specifically described, Grantor, or any one or more of them either jointly or severally, may now be otherwise indebted or may from time to time hereafter become otherwise indebted to Grantee through overdrafts or other loans from Grantee or contingently as surety, guarantor, or endorser, then any and all such indebtedness shall be secured by this conveyance, as well as the specific debt first above described.

Attention: If checked, this instrument covers goods which are or are to be fixtures related to the real estate described herein and should be indexed in the index of financing statements and in the real property records. The information required by O.C.G.A. 11-9-402 is attached as Exhibit A.

If checked, this Security Deed secures a revolving loan account as defined in O.C.G.A. 44-14-3 under which periodic advances and repayments will be made from time to time. Payment of all amounts outstanding on the Note from time to time shall not cancel or release this Security Deed; no release of any part of the Property or all or any part of the indebtedness hereby secured, shall affect personal liability under the Note nor the priority of this Security Deed. Re-advances will be secured to the same extent as original obligations hereunder.

AND WHEREAS, to induce the making of said loan, Grantor has agreed to secure said Note and the undertaking prescribed in the Note, Loan Agreement, if any, and this Deed to Secure Debt by the conveyance of the property hereinafter described;

NOW, THEREFORE, in consideration of the premises and the sums herein set forth Grantor hereby grants and conveys to Grantee, its successors, and assigns with power of sale the following described property:

All that certain tract or parcel of land lying and being in Land Lot 56 of the Fifth Land District and being Tract 206 on plat of survey for American Thread Company recorded at Plat Book 5, Page 19, Coweta County, Georgia records, reference to said plat being hereby made for a more particular description of said tract.

COWETA COUNTY, GEORGIA
 Intangible Tax Paid On 12/19/96
 Interest 000.00 Penalty 000.00
 Total 000.00
Deborah R. Glover
 CLERK OF SUPERIOR COURT

FILED IN OFFICE
 CLERK OF
 SUPERIOR COURT
 COWETA COUNTY, GA
 DEBORAH R. GLOVER, CLERK
 96 DEC 19 AM 9:39

Together with all easements, rights, royalties, mineral, oil, gas rights and profits, water, water rights and water stock, privileges, tenements, hereditaments and appurtenances therunto belonging, and all buildings, fixtures, and improvements now or hereafter located thereon, all building materials and supplies at any time delivered or placed thereon, and any and all equipment and property of Grantor of every kind now or hereafter located thereon, that Grantor further conveys as security and all right, title and interest of Grantor in and to land lying in public streets or roads abutting the above described property, all of which together shall be the Property (the "Property").

14. Notice to Grantee. All notices required to be given to Grantee by Grantor or an intervening lienor or encumbrancer shall be mailed or delivered at the address stated herein or at such other address given to Grantor in writing.

15. Secondary Financing Prohibited. Grantor may not pledge or encumber the Property herein conveyed without first obtaining Grantee's written consent.

16. Transfer of Premises. If all or any part of the Property or any interest therein is sold, leased or otherwise transferred by deed, land sales contract or any other means including the execution or enforcement of any lien, security interest or other right whether subordinate, superior or equal to this Security Deed, without Grantee's prior written consent, Grantee may, declare all sums secured by this Security Deed to be immediately due and payable.

17. Uniform Commercial Code Security Agreement. This Security Deed constitutes a security agreement with respect to property referred to herein which may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Grantee a security interest in said property (and the proceeds thereof) included in the Property which might be deemed "personal property." If there is any conflict between this security agreement and another security agreement to Grantee, this security agreement will control as to fixtures and other security agreement(s) will control as to non-fixtures. Grantor agrees that this Security Deed is a financing statement filed as a fixture filing for the goods described herein which are or are to become fixtures. Grantor agrees to execute such other financing statements, extensions or amendments or other security agreements as Grantee may require to perfect a security interest with respect to other Property. In the event of default, Grantee shall have, in addition to its other remedies, all rights and remedies provided for in the Uniform Commercial Code as enacted in Georgia.

18. Use of Property. Unless required by applicable law or unless Grantee has otherwise agreed in writing, Grantor shall not allow changes in the designated use of the Property as disclosed to Grantee at the time of the loan. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property without Grantee's prior written consent.

19. Books and Records. Grantor shall keep and maintain at all times at Grantor's address as set forth herein, or such other place as Grantee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly Grantor's financial condition and copies of all the written contracts, leases, rent schedules and other instruments which may affect the Property. Grantee may inspect such books, records, contracts, leases and other instruments at any reasonable time. Upon Grantee's request, Grantor shall furnish to Grantee within 120 days after the end of each fiscal year of Grantor, a balance sheet, a statement of income and expenses, and a statement of changes in financial position, each in reasonable detail and certified by Grantor and, if Grantee shall require, by an independent certified public accountant. If Grantor is an individual, Grantor shall furnish such financial information as Grantee may request in a form satisfactory to Grantee.

20. Appointment of Receiver. Grantee may immediately, after any default under the Security Deed, apply for the appointment of a Receiver of the rents, income and profits from said premises, without notice, and Grantee shall be entitled to the appointment of such Receiver as a matter of right, without consideration to the value of the Property as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts.

21. Inspection. Grantee may make or cause to be made reasonable entries upon and inspection of the Property.

22. Rents and Profits. Grantor hereby assigns to Grantee all leases, income, rents, issues and profits, including tenant security deposits (whether held by Grantor or others or in a trust account), from the Property as additional security for the payment of the indebtedness hereby secured and full performance of the undertakings of the Grantor hereunder. Grantor gives Grantee a prior and continuing lien thereof. Grantor hereby appoints Grantee as its attorney to collect such rents and profits with or without suit and apply the same (less expenses of collection) to said indebtedness and the performance of said undertakings in such manner as Grantee may desire. However, until default hereunder or under the Note secured hereby, Grantor may continue to collect and enjoy such rents and profits without accountability to Grantee. After default, Grantor shall enter no leases without the prior approval of Grantee. This assignment is irrevocable and shall be in addition to other remedies herein provided for in event of default and may be put into effect by Grantee independently of or concurrently with any of said remedies.

23. Defaults and Remedies. Any event of default set out in the Note is a default under this Security Deed. If at any time the indebtedness secured hereby or any installment thereof or interest thereon or taxes or insurance premiums shall become due and payable and there is a default in payment of same or in the performance of any obligation or condition recited herein, Grantor authorizes and empowers Grantee to take possession of the Property, or any part thereof, and collect rents and revenues and Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Courthouse in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, together with all costs and expenses of sale and fifteen percentum of the aggregate amount due for attorneys' fees, shall pay any overage to Grantor as provided by law. All remedies provided in this Security Deed are cumulative to any other right or remedy under this Security Deed or afforded by law or equity, and may be exercised concurrently, independently or successively and any costs, expenses or monetary rights (including rights of the Grantee to attorneys' fees) associated with the exercise of such remedy or remedies shall be secured by this Security Deed in addition to all other obligations herein provided for.

24. Third Party Grantors. Any Grantor who executes this Security Deed but does not execute a promissory note, guaranty, or other financial instrument in regards hereto: (a) is executing this Security Deed only to grant, and convey that Grantor's interest in the property under the terms of this Security Deed to secure repayment of the Note; (b) is not personally obligated to pay the sums secured by this Security Deed; and (c) agrees that Grantee and any other Grantor may agree to extend, amend, modify, forbear or make any accommodations with regard to the terms of this Security Deed or the Note without that Grantor's consent.

25. Other. The term "Grantor," as used herein, shall include all parties hereinabove named as Grantor, his heirs, legal representatives, successors and assigns, and subsequent owners of the Property hereby conveyed; the term "Grantee," as used herein, shall include any lawful owner or holder of the indebtedness secured hereby; and the singular as used herein shall include the plural; and the use of one gender shall include all genders.

IN WITNESS WHEREOF, Grantor (if any individual or partnership) has hereunto set his hand and seal, or (if a corporation) has caused this Security Deed to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Margareth Brown
Witness

Allen M. Kelly
Notary Public



MY COMMISSION EXPIRES AUG. 12, 2000

JESSE W. DUNSON
JESSE W. DUNSON

(Seal)

(Seal)

CORPORATE ATTESTATION:

Attest:

By: _____

Secretary

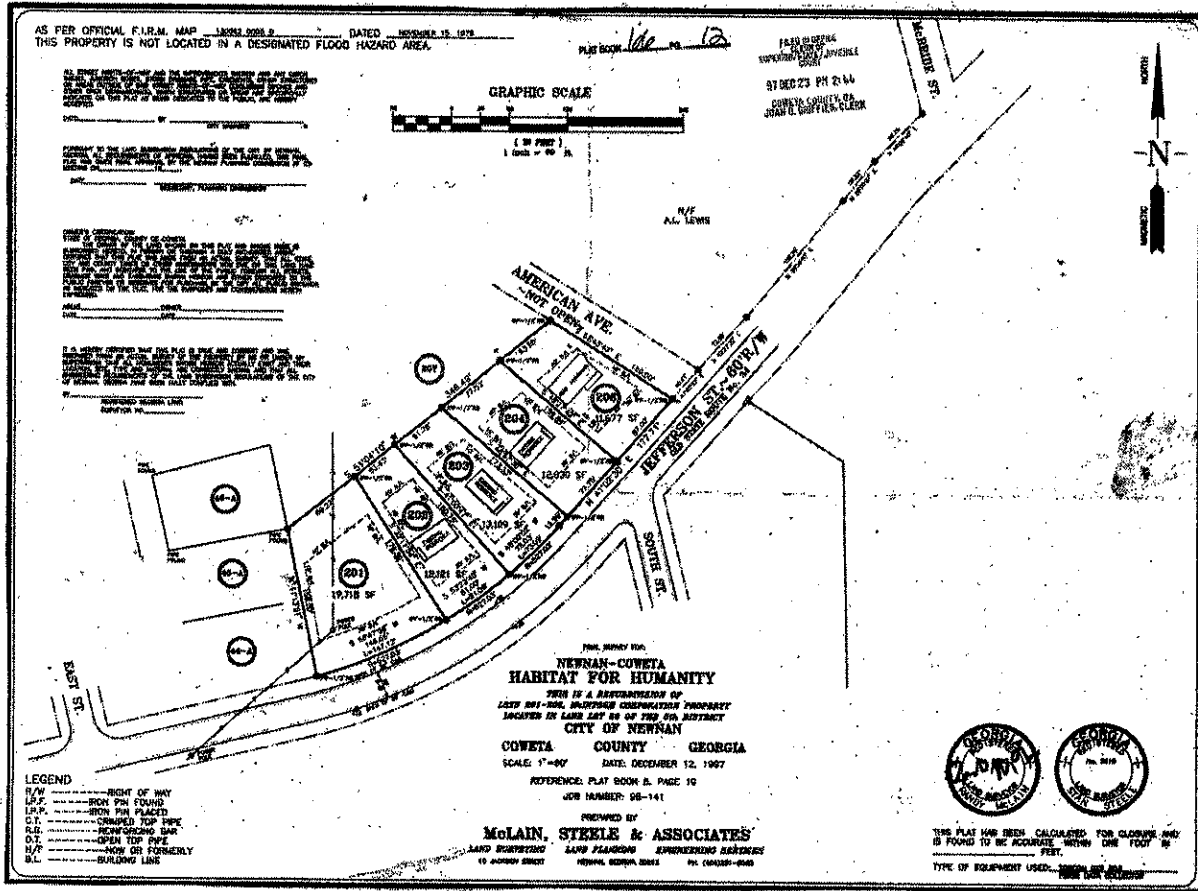
(Corporate Seal)

Address of Grantee:

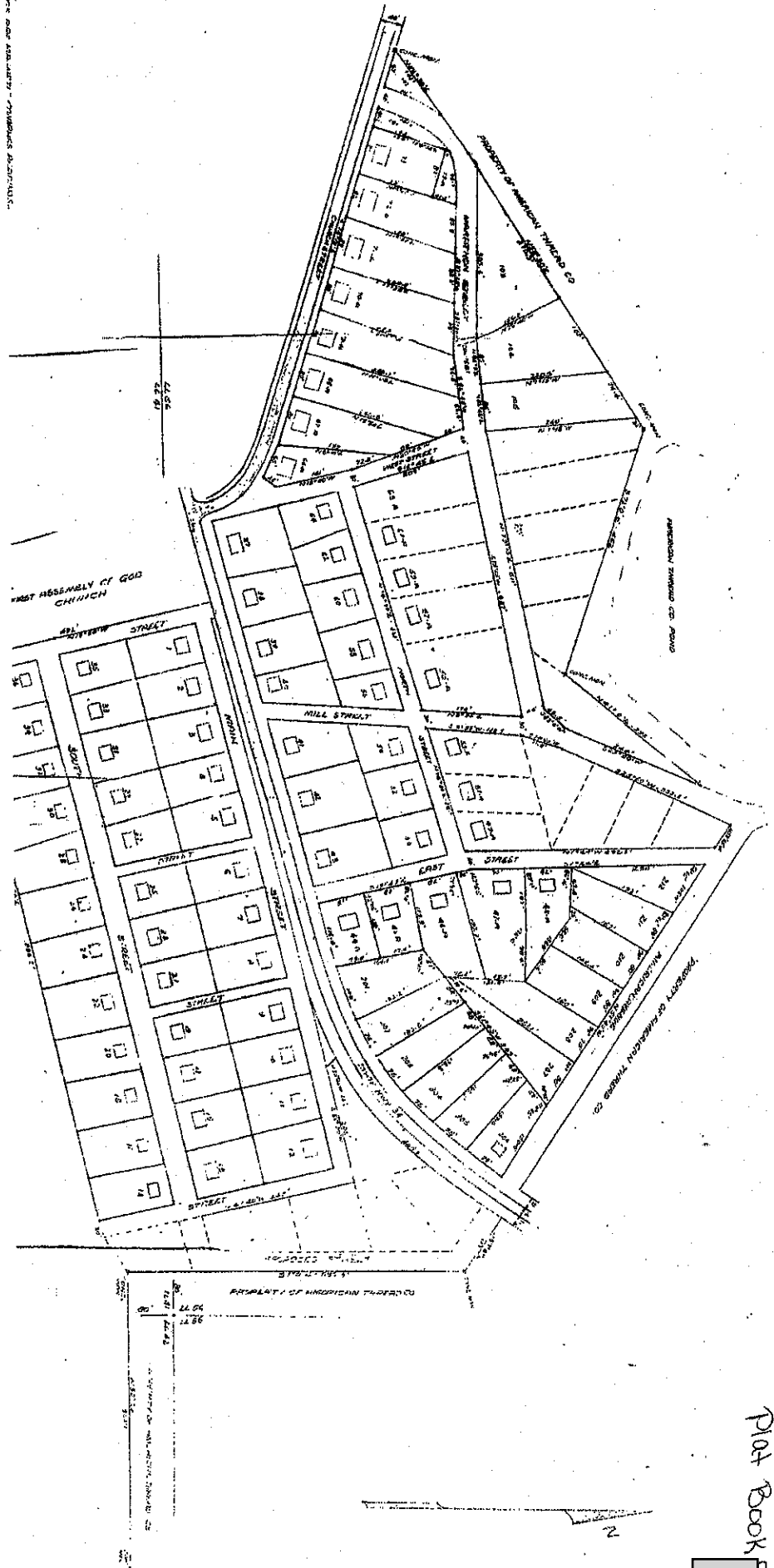
P.O. Box 2607

Newnan, GA 30264

Address of Grantor:



THESE ARE THE ONLY TWO PLANS OF THE CITY.



Plot Book

Online Appeal

Would you like to submit an appeal to the Board of Assessors? [Click Here](#) for more information.

Appeal to Board of Assessors

Summary

Parcel Number N58 0006 007
Location Address 348 JEFFERSON ST
Legal Description H/L 206 LL 56 5 LD
 (Note: Not to be used on legal documents)
Class R3-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District NEWNAN 02 (District 02)
Millage Rate 30.039
Acres 0.28
Neighborhood UL-Northgate HS-McIntosh Village (231013)
Homestead Exemption Yes (S1)
Landlot/District 56 / 5

[View Map](#)

Owner

ARNOLD SHANNON R
C/O NEWNAN-COWETA HABITAT FOR
HUMANITY
P O BOX 73619
NEWNAN, GA 30271

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	Res-McIntosh Village	Lot	12,000	80	150	0.28	1

Residential Improvement Information

Style 1 Family (Detached)
Heated Square Feet 1260
Interior Walls Sheetrock
Exterior Walls Cement Fiber Siding
Foundation Crawl/Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1987
Roof Type Architectural (310)
Flooring Type Carpet/Hrdwd
Heating Type Central Heat/AC
Number Of Rooms 0
Number Of Bedrooms 3
Number Of Full Bathrooms 1
Number Of Half Bathrooms 1
Number Of Plumbing Extras 2
Value \$74,074
Condition Average

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite Imp: 3 Avg	2017	0x0 / 1	1	\$5,000
Shed, Garden	2000	6x6 / 0	0	\$86

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/19/2009	3510 540	66 12	\$94,000	UNQUALIFIED IMPROVED	NEWNAN-COWETA HABITAT FOR HUMA	ARNOLD SHANNON R
1/8/2009	3413 659		\$26,000	F/C - IMPROVED	DUNSON JESSE W ESTATE	NEWNAN-COWETA HABITAT FOR HUMANITY INC
12/6/1996	10860 01		\$45,000	UNQUALIFIED IMPROVED		DUNSON JESSE W
12/11/1995	984 208		\$0	UNQUALIFIED MULTIPLE		NEWNAN COWETA HABITA
11/16/1989	541 369		\$0	UNKNOWN STATUS		KING MILDRED T
11/16/1989	541 369		\$0	UNKNOWN STATUS		KING RICHARD W
	00		\$0	UNKNOWN STATUS		KING MILDRED T MRS

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$69,012	\$69,012	\$63,720	\$63,720	\$39,852
Land Value	\$15,000	\$10,800	\$10,800	\$10,800	\$10,800
+ Improvement Value	\$74,074	\$58,212	\$58,212	\$52,920	\$52,920
+ Accessory Value	\$5,086	\$0	\$0	\$0	\$0
= Current Value	\$94,160	\$69,012	\$69,012	\$63,720	\$63,720

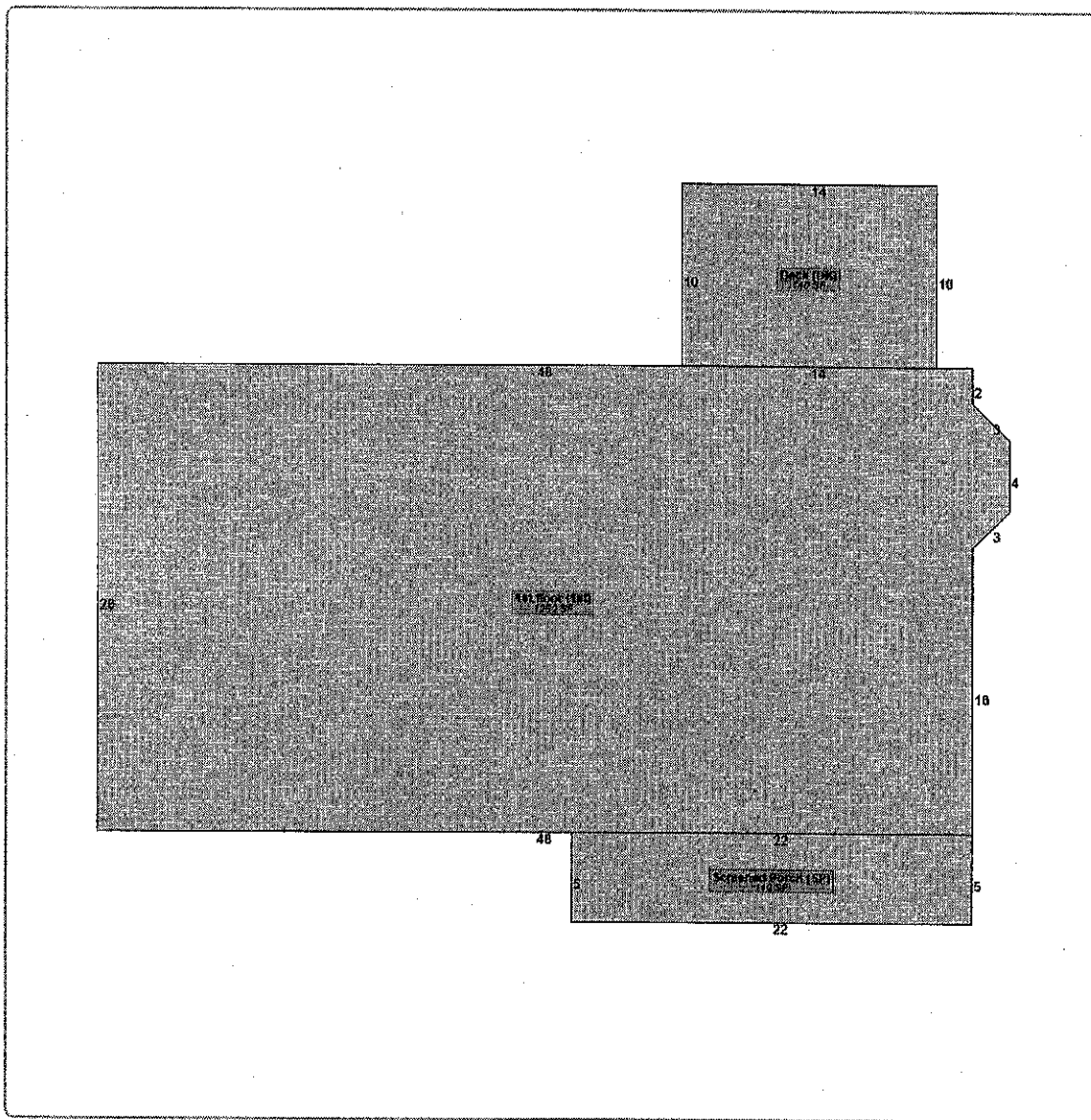
Assessment Notices 2019

36993

Assessment Notices 2020

2020

Sketches



No data available for the following modules: Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Septic Drawings, Photos.

The Coweta County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

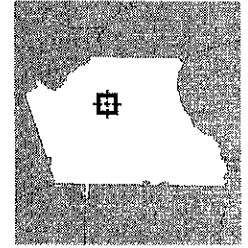
Last Data Upload: 7/22/2020, 1:07:36 AM

Version 2.3.71

Developed by
 Schneider
 GEOSPATIAL



Overview



Legend

- ☐ Parcels
- ☐ Roads
- Municipalities**
 - ☒ CHATTAHOOCHE HILLS
 - ☒ GRANTVILLE
 - ☒ HARALSON
 - ☒ MORELAND
 - ☒ NEWMAN
 - ☒ PALMETTO
 - ☒ SENOIA
 - ☒ SHARPSBURG
 - ☒ TURIN

Parcel ID N58 0006 007
Class Code Residential
Taxing District NEWMAN 02
Acres 0.28

Owner ARNOLD SHANNON R
 C/O NEWMAN-COWETA HABITAT FOR
 HUMANITY
 P O BOX 73619
 NEWMAN GA 30271

Physical Address 348 JEFFERSON ST

Assessed Value Value \$94160

Last 2 Sales

Date	Price	Reason	Qual
10/19/2009	\$94000	04	U
1/8/2009	\$26000	10	U

(Note: Not to be used on legal documents)

Date created: 7/22/2020
 Last Data Uploaded: 7/22/2020 1:07:36 AM

Developed by  **Schneider**
 GEOSPATIAL

2019 Property Tax Statement

Robi Brook
Coweta County Tax Commissioner
P.O. Box 195
Newnan, GA 30264-0195

Phone: (770) 254-2670
Fax: (770) 683-2038

ARNOLD SHANNON R
C/O NEWNAN-COWETA HABITAT FOR
HUMAN

P O BOX 73619
NEWNAN, GA 30271

RETURN THIS FORM WITH PAYMENT

Bill Number	Due Date	CURRENT YEAR DUE
301996	12/2/2019	\$0.00

Payment Good Through:

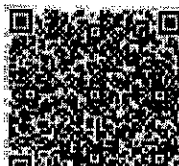
Map: N58 0006 007

Last payment made on: 11/5/2019

Location: 348 JEFFERSON ST

Robi Brook
Coweta County Tax Commissioner
P.O. Box 195
Newnan, GA 30264-0195

Phone: (770) 254-2670
Fax: (770) 683-2038



Scan this code with
your mobile phone to
view or pay this bill.

Tax Payer: ARNOLD SHANNON R
Map Code: N58 0006 007
Description: H/L 206 LL 56 5 LD
Location: 348 JEFFERSON ST
Bill Number: 301996
District: 2

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions
\$58,212.00	\$10,800.00	0.28	69012	12/2/2019	8/19/2019		S1

TAXING ENTITY	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	69012	27605	2000	25605	0	0.00	0.00	0.00
COUNTY M&O	69012	27605	10000	17605	10.23	180.10	0.00	131.33
SALES TAX CREDIT	0	0	0	17605	-2.77	0.00	-48.77	0.00
COUNTY SCHOOL M&O	69012	27605	2000	25605	18.59	476.00	0.00	476.00
CITY OF NEWNAN	69012	27605	0	27605	3.989	110.12	0.00	110.12
TOTALS					30.038	766.22	-48.77	717.45

For your convenience, a payment drop box is located at the Perry Street entrance to the County Administration Building. State law requires tax bills be sent to the January 1 owner. If this property has been sold, please forward bill to the new owner. If you do not receive a tax bill on any property you own, you must check with the Tax Commissioner's Office for the amount due prior to the due date in order to avoid late charges. The Tax Commissioner's Office can not guarantee receipt of a tax bill in the mail.

*** View Billing Records; Pay On-Line at www.cowetataxcom.com. ****

Current Due: \$717.45
Penalty: \$0.00
Interest: \$0.00
Other Fees: \$0.00
Back Taxes: \$0.00
Amount Paid: \$717.45

TOTAL DUE: \$0.00

Letters of Support/Opposition

Chris Cole

From: Tracy Dunnavant
Sent: Tuesday, July 14, 2020 8:42 AM
To: Chris Cole
Subject: FW: McIntosh Mill Development

Chris,

Please see below.

Thanks,

Tracy

Tracy S. Dunnavant
Planning & Zoning Director

City of Newnan
25 LaGrange Street
Newnan, Georgia 30263
(770) 254-2354 ext. 4
www.ci.newnan.ga.us



From: Peter Mullins <ccclife@outlook.com>
Sent: Tuesday, July 14, 2020 6:44 AM
To: Tracy Dunnavant <TDunnavant@cityofnewnan.org>
Cc: melissa@newnanlaw.com
Subject: McIntosh Mill Development

Greetings;

The purpose of this email is to relay our support of the proposed development of McIntosh Mill. We are the property owners of the residence located at 49 North Street, Newnan, GA 30263. After reviewing the proposed plans it is our firm conviction that this development will result in a significant improvement in the immediate area and beyond. Thank you for your consideration.

Sincerely,

Peter H. Mullins c-678-378-0328
Sharon L. Mullins c-678-378-0327

Sent from my Galaxy Tab A
Get [Outlook for Android](#)

Chris Cole

From: Tracy Dunnavant
Sent: Wednesday, July 15, 2020 9:29 AM
To: Chris Cole
Subject: FW: Zoning meeting tonight

Chris,

Here is the email Melissa read last night for the file.

Tracy

Tracy S. Dunnavant
Planning & Zoning Director

City of Newnan
25 LaGrange Street
Newnan, Georgia 30263
(770) 254-2354 ext. 4
www.ci.newnan.ga.us



From: Robert Skinner <ryskinnersr@gmail.com>
Sent: Tuesday, July 14, 2020 5:15 PM
To: Tracy Dunnavant <TDunnavant@cityofnewnan.org>
Subject: Zoning meeting tonight

Good Afternoon Tracy,

I am Robert Skinner, owner of 92 Sprayberry Road, Newnan GA. I planned to attend tonight's meeting in support of the development plans for McBride St. and Sprayberry Road. Unfortunately I have been running a fever for a couple of days and felt it prudent to avoid public places.

I have owned the property at 92 Sprayberry for a number of years and glad to see development plans for the tract of land behind my property. In all of the years of ownership the property has basically been untouched and has not added value to the community. I feel that the development proposed will be an improvement to existing homes and value to the community.

If you have further questions feel free to contact me.

Robert Y Skinner

McBride Rezoning

Ted Casey
770-328-3622

CONCERN 1:

McBride Street is a beautiful natural area with lots of mature trees, running water, and wildlife. The road is level with low vehicular traffic, making it ideal for walking or cycling. My concern is that a large development will ruin the natural beauty of the area. With its proximity to the planned Linc paths and the new Sprayberry Park, this property makes more sense as a park or nature reserve like Line Creek in Peachtree City.







CONCERN 2:

Traffic is already challenging on this stretch of Sprayberry Road between Jefferson Street and the railroad tracks. Jefferson Street has had a lot of growth, becoming a hub for apartment complexes including the recently built Jefferson Grove apartments near the other end of McBride Street. There is significant truck traffic from the Elite Foam plant on the other side of the tracks. When the road closes for a train crossing, it can get quite congested, in some cases taking up to ten minutes to clear out. For those trying to turn left off Sprayberry Road onto Jefferson Street, it can be quite dangerous. The city had plans included in the recent TSPLOST to create a connector from Sprayberry/McBride to Greison Trail and reconfigure the intersection as a roundabout, but the TSPLOST was voted down. My concern is that another large development will make a bad situation worse.



REQUESTS:

1. Require any approved development to preserve the natural beauty of the area for the continued enjoyment of those of us who already use the area for recreation. There are wetlands and mature trees in the area which need protection.
2. If the proposed rezoning and any resulting development is NOT approved, that the city consider purchasing this property for a future park and nature preserve.
3. If approved, any development be required to pay for traffic improvements at Sprayberry Road and Jefferson Street. Perhaps they could pay for the engineering of the Greison Trail connector and roundabout, and also purchase and maintain a traffic light at Sprayberry Road and Jefferson Street until the connector is completed.



August 17, 2020

Mr. Chris Cole, Planner
Planning & Zoning Department
City of Newnan
25 LaGrange Street
Newnan, GA 30263

RE: Rezoning Application 2020-02

Dear Mr. Cole:

I am responding to your August 3, 2020 letter informing adjacent property owners about Rezoning Application 2020-02.

I am the owner of 23 McBride Street (Parcel N57A 052) which is located directly across McBride Street from the proposed development. My property is zoned IHV (Heavy Industrial) which was important to me for my planned use of the property as a manufacturing facility for paints, coatings and polymers used for industrial applications. While my planned relocation to this property has been put on hold, in the meantime I have been leasing the property for distribution and logistics purposes to a large Newnan manufacturer.

While I do not necessarily oppose the development of this property as residential townhomes, I am concerned that the heavy industrial nature of my property may be jeopardized in the future by residential neighbors who may object to otherwise acceptable industrial property characteristics such as truck traffic or noise concerns. Of particular concern is whether my property would receive a fair Special Use Permit hearing in the future simply because new residential neighbors object to a use that otherwise may not have been controversial. If this development is to proceed, I would request that conditions be placed on the developer to minimize the exposure of the planned townhouse units to the existing industrial property owners on McBride Street through significant buffers, setbacks and landscape design criteria.

Industrial businesses are a significant contributor to the tax base of the City of Newnan and I hope the City Council will keep that in mind when they vote on this application.

Sincerely,

Mark Lord, Manager
23 McBride, LLC

Chris Cole

From: Tracy Dunnavant
Sent: Friday, August 28, 2020 9:25 AM
To: David Valle
Cc: Chris Cole
Subject: RE: Planned condos question

Mr. Valle,

I am copying my Planner, Chris Cole, on this reply. He is handling this case and will be the individual best equipped to answer any questions you may have regarding this rezoning or the September meeting. He is out of the office today, but will return on Monday. You can also reach him by phone at (678) 673-5488.

Have a great weekend!

Tracy

Tracy S. Dunnavant
Planning & Zoning Director

City of Newnan
25 LaGrange Street
Newnan, Georgia 30263
(770) 254-2354 ext. 4
www.ci.newnan.ga.us



From: David Valle <dalmatian_94@yahoo.com>
Sent: Friday, August 28, 2020 12:19 AM
To: Tracy Dunnavant <TDunnavant@cityofnewnan.org>
Subject: Planned condos question

Hello Tracy as I noticed the current week's news of this planned housing development and I wanted to express sincere concerns to you about how this would gravely change the environment in this area, from the mature forests of this area that took decades to grow and from the wildlife that would count on it, from federally endangered species that include Georgia itself and also local native birds,

With this being a heavy industrial area as the drafted plans say, I'm concerned at how critical it is to instead save every tree there is and not instead build something that would, based on the July Existing Zoning map, remove easily several dozens of dozens of trees in a time when the president has also repealed the Clean Water and Air Acts along with other decades of environmentalism laws.

Where I'm also concerned that the concepts only show ornamental trees placed there, this is also not substitute in replacing what is also not guaranteed to be the same, in trying to grow new trees to maturity as I myself have experienced this in growing trees every year myself. I hope you'll let me know everything there is in future meetings as I'm aware there's a September meeting.

Thanks,

Arthur Laurie Pope
Lieutenant Colonel, US Army (Retired)
20 Fontaine Drive
Newnan, Georgia 30263

August 26, 2020

Mr. Cleatus Phillips
City Manger
25 LaGrange Street
Newnan, GA 30263

Dear Mr. Phillips:


I request to appear before the city council on September 22, 2020 at the regularly scheduled council meeting. The purpose for my appearance is to request permission for the Rotary Club of Newnan to erect crosses with the names of all citizens of Coweta County who were killed in combat from World War I until today. We propose to erect them starting on May 24, the Monday before Memorial Day; and remove them June 7, the Monday after Memorial Day. We request to do this every year during Memorial Day week without having to request permission each year.

Newnan and Coweta County enjoy a proud heritage of citizens who have responded to our country's call-to-arms during all conflicts. We have 110 citizens who have died in doing this. The Rotary Club believes that we should do more to honor the sacrifice of those citizens and their families. The way we propose to do that is with the white crosses on the main thoroughfares coming into and leaving town. The purpose is to remind everyone that the good life that we enjoy is earned by the sacrifices of those who have died in the fight to preserve our freedoms and way of life.

Enclosure 1 shows the cross that the Rotary Club proposes. We will bury a square pipe in the ground at ground level, mount a small post on the base of the cross that will fit into the pipe (see enclosure 2). When we remove the cross, we will insert a wooden blank to keep it open for the next year. (see enclosure 3).

Enclosure 4 shows the locations we propose to mount the crosses. Noting will infringe on private property.

The Rotary Club will absorb all costs associated with this. Community support has been extremely good...we have donations for the materials with which to construct the crosses; several citizens have volunteered to help construct, erect, take down, and store the crosses.

We need the city's permission to proceed. My presentation should last no more than 10-15 minutes.

Sincerely,


Laurie Pope

Enclosures
a/s



Encl 1



Encl 2



End 3



Location	# of Crosses
Oak Hill Cemetary	10
Public Safety Complex	10
Veterans Park	20
Court house	20
Greenville Street Pk	15
Justice Center	15
Wadsworth Auditorium	11
Firestation	10
Total	111



Visitor Request for Newnan City Council Meetings

City of Newnan

Submitted On:
September 14, 2020 2:09pm
America/New_York

Full Name	Stephanie Andrews
Address Autocomplete	175 The Boulevard, Newnan, GA, USA
Phone Number	617-462-4480
Email	averyparkcommunications@gmail.com
Preferred Method of Contact	Email
Date of City Council Meeting	9 21 2020
Please provide a brief summary of the topic that you wish to bring before City Council:	Avery Park would like to host a community wide yard sale on Saturday, October 3rd, 2020. The event will start at 10:00am, and will likely go until 2:00pm. We will have small, generic yard signs put out the day before on the streets within the neighborhood to help shoppers navigate around the neighborhood. We also intend to have two larger white yard signs at the two front entrances of the neighborhood (two entrances on Hwy 29, across from the Little Giant). We will stick them in the center median of one (next to the Mobil gas station), and the right side of the other entrance (Brick building of various storefronts).

Motion to Enter into Executive Session

I move that we now enter into closed session as allowed by O.C.G.A. §50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing

And that we, in open session, adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law.

Motion to Adopt Resolution after Adjourning Back into Regular Session

I move that we adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the council meeting was within the exceptions provided by O.C.G.A. §50-14-4(b).