



Newnan City Council Meeting

AUGUST 25, 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 TONIGHTS MEETING

CALL TO ORDER

INVOCATION

READING OF MINUTES

- [A.](#) Minutes from Regular Meeting on August 11, 2020

REPORTS OF BOARDS AND COMMISSIONS

- B. 1 Appointment- Newnan Youth Activities, 3 year term
- C. 1 Appointment- Convention Center Authority, 3 year term
- D. 1 Appointment- Cultural Arts Commission, 3 year term
- E. 2 Appointments- Board of Zoning Appeals, 3 year term
- [F.](#) Report- Cultural Arts Commission (Information Only)
- [G.](#) Report- Convention Center Authority (Information Only)

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- [H.](#) Request from DDA to close North and South Court Square to host Market Day event on September 5, 2020
- [I.](#) Information Only- Rezoning Request RZ2020-03, Turnstone Group, LLC and KM Homes for 10.120± acres located on Newnan Crossing Boulevard East (Tax Parcel #s 086 5021 005, 086 5021 011, and 086 5021 012)
- [J.](#) Information Only- Rezoning Request RZ2020-04, Turnstone Group, LLC for 2.70± acres located on Diplomat Parkway (a portion of Tax Parcel # 098 5052 001)
- [K.](#) Consideration of Release of a Request for Proposal (RFP) for the construction of a Pickleball Facility
- [L.](#) Consideration of Guaranteed Maximum Price Contract Amendment, Amendment to Program Services Contract and Overall Project Budget for C. Jay Smith Park and Pickett Field at Lynch Park Renovations

UNFINISHED BUSINESS

- [M.](#) Consideration of Approval for Consultant Selection for Professional Engineering Design Services for sidewalks on Jackson St. and Sprayberry Road

- 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. Heritage Ridge neighborhood request to place signs at their entrance on Lower Fayetteville Rd for garage sale October 10th, signs to be posted week prior
- P. Mt. Sinai Baptist Church request to close Lovelace St. between Boone Dr. and Melson St. for Movie Night on September 4th from 8pm-11pm

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, August 11, 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. Council members present by Zoom: Rhodes Shell and Cynthia E. Jenkins. Council member absent: Dustin Koritko. Present by phone: Assistant City Manager Hasco Craver. Also present: City Manager, Cleatus Phillips; City Clerk, Della Hill; City Planner Chris Cole; City Attorney, Brad Sears and Police Chief, Douglas "Buster" Meadows.

MINUTES – REGULAR COUNCIL MEETING – JULY 21, 2020

Motion by Councilman DuBose, seconded by Mayor Pro Tem Alexander to dispense with the reading of the minutes of the Regular Council meeting on July 21, 2020 and adopt them as presented.

MOTION CARRIED. (6 – 0)

APPOINTMENT – RETIREMENT BOARD

Motion by Mayor Pro Tem Alexander, seconded by Councilwoman Jenkins to re-appoint Della Hill to the Retirement Board.

MOTION CARRIED. (6 – 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.

APPOINTMENT – CULTURAL ARTS COMMISSION

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

APPOINTMENTS – BOARD OF ZONING APPEALS

Motion by Councilman DuBose, seconded by Councilman Guillaume to appoint Matthew Pass to the Board of Zoning Appeals for a three year term.

MOTION CARRIED. (6 – 0)

Mayor Brady asked the City Manager to place Mayor Pro Tem Alexander and Councilwoman Jenkins's appointments on the agenda for the next meeting for the Board of Zoning Appeals.

ORDINANCE – ADOPT 2020 MILLAGE RATE FOR PROPERTY TAX BILLING

The City Manager recommends taking the full roll back rate of 3.643 mills from Coweta County Tax Commissioner for 2020 property tax billing.

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume to adopt an Ordinance adopting the full roll back rate from the Coweta County Tax Commissioner for the 2020 millage rate of 3.643 mills for property tax billing on First Reading.

MOTION CARRIED. (6 – 0)

Mayor Brady indicated a Special meeting for the second reading of Ordinance to adopt 2020 Millage Rate for Property Tax Billing will be on Thursday, August 20, 2020 time to be announced.

REQUEST – REMOVAL OF EXISTING TRAFFIC SIGNAL – WEST WASHINGTON STREET/BROWN STREET

The Public Works Director/City Engineer indicated Wilburn Engineering has conducted a traffic signal warrant study for the above referenced intersection. From the study, the traffic signal is not warranted for existing volumes. However, sight distance restrictions produce unsafe conditions for 2-Way stop control and therefore, the All-Way stop control was determined as the safest option. The study also notes compliance issues and recommends physical modifications.

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume to approve the removal of the existing traffic signal located at West Washington Street/Brown Street and convert the intersection to "ALL-WAY" stop control and make the recommended modifications to the curbs in order to address the ADA compliance issues and improve visibility of the stop signs.

MOTION CARRIED. (6 – 0)

RESOLUTION – AMEND FEE SCHEDULE – ADDING A MINOR SITE PLAN REVIEW FEE

Since some applications will require review time by multiple departments, Staff is suggesting that the fee schedule be amended to offset the cost associated with the review. Staff recommends a fee amount of \$150.

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume to approve the Resolution to amend the fee schedule by adding a minor site plan fee of \$150.

MOTION CARRIED. (6 – 0)

ORDINANCE – AMEND CODE OF ORDINANCES – RE-ESTABLISH FARMER STREET CEMETERY COMMISSION – FIRST READING

The City Manager informed Council in 2000, the Mayor and Council approved the creation of the Farmer Street Cemetery Commission. Through a series of meetings, public input, and the use of consultants, the Commission prepared its findings and made a final presentation to Council on July 8, 2003. At that time the Commission's work was considered complete. Since that time, there has been conversation to restart the Commission. The purpose of the Commission would essentially be the same as the original purpose with specific language added to support the overall "promotion" of the Cemetery. Also, the newly formed Commission would not have an ending date nor ending task as did the original Commission. If adopted each Council member will appoint one member to the Commission.

Motion by Councilwoman Jenkins, seconded by Mayor Pro Tem Alexander to adopt an ordinance on first reading amending the Code of Ordinances to re-establish the Farmer Street Cemetery Commission and the purpose would essentially be the same as the original purpose with specific language added to support the overall "promotion" of the Cemetery.

MOTION CARRIED. (6 – 0)

RESOLUTION – AUTHORIZE EXECUTIVE OF CARES ACT GRANT

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume to adopt a resolution to authorize the execution of the Coronavirus Relief Fund Terms and conditions; to authorize the acceptance of grant payments.

MOTION CARRIED. (6– 0)

RESOLUTION – CARES ACT HAZARD PAY

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Alexander to adopt a Resolution for Cares Act Hazard Pay as identified in guidance provided by the Department

of Treasury to State whereas certified police officers, certified firefighters and sanitation employees routinely placed themselves into hazardous situations in order to provide essential public health and public safety to combat the spread of COVID-19.

MOTION CARRIED. (6 – 0)

ENCROACHMENT AGREEMENT BETWEEN THE CITY OF NEWNAN AND NEWNAN VIEWS TOWNHOME ASSOCIATION, INC.

This is an Encroachment Agreement between the City of Newnan and Newnan Views Townhome Association, Inc. seeking approval to allow for the construction of a seat wall near the intersection of LaGrange Street and Powell Street and for other purpose.

Motion by Mayor Pro Tem Alexander, seconded by Councilwoman Jenkins to approve the agreement between the City of Newnan and Newnan Views for the construction of a seat wall near the intersection of LaGrange Street and Powell Street.

MOTION CARRIED. (6 – 0)

RESOLUTION – APPROVING TRANSMITTAL OF THE 2020 UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT (CIE), WHICH INCLUDES THE SHORT-TERM WORK PROGRAM (STWP)

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume to adopt a Resolution approving the transmittal of the 2020 update to the Capital Improvements Element (CIE), which includes the Short-Term Work Program (STWP) to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA).

MOTION CARRIED. (6 - 0)

PROPOSAL FROM MERRIS MANAGEMENT & LEADERSHIP CONSULTING – PERFORM REVIEW OF POLICIES, PROCEDURES AND PRACTICES

The City Manager indicated after receiving direction from Council we have contacted numerous subject matter experts and recognized industry leaders regarding their potential interest and ability to perform the tasks as outlined in the adopted resolution. We received one proposal. Staff is supportive of Merris Management & Leadership Consulting proposal as submitted.

Motion by Councilwoman Jenkins, seconded by Councilman Guillaume to approve the proposal from Merris Management & Leadership Consulting to perform review of policies, procedures and practices.

MOTION CARRIED. (6 - 0)

Councilwoman Jenkins commended Staff for their hard work trying to find a solution for us and get the essence of what they wanted to happen, happen.

REQUEST – MIKE MENESE – BLOCK PARKING SPACES ALONG GREENVILLE STREET – AT GREENVILLE STREET PARK FOR EMERGENCY VEHICLES AND FOOD TRUCKS

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume to approve the request by Mike Menese to block parking spaces along Greenville Street at the Greenville Street Park for emergency vehicles and food trucks at event on August 29, 2020.

MOTION CARRIED. (6 – 0)

COUNCIL REMARKS

Councilwoman Jenkins indicated she has had lots of concerns about the site line at Wesley Street onto Jefferson Street.

The City Manager stated they are award of the issue. We are gathering data on the issue and will present an over view to Council as soon as it is available.

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Alexander, seconded by Councilman DuBose 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 and legal 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 2:45 pm.

MOTION CARRIED. (6 – 0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

Motion by Mayor Pro Tem Alexander, seconded by Councilman DuBose 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. (6 – 0)

EDWARDS CLAIM

Motion by Mayor Pro Tem Alexander, seconded by Councilman DuBose to deny the Edwards Claim as presented.

MOTION CARRIED. (6 – 0)

ADJOURNMENT

Motion by Mayor Pro Tem Alexander, seconded by Councilman DuBose to adjourn the Council meeting at 2:57 pm.

MOTION CARRIED. (6 – 0)

Della Hill, City Clerk

Keith Brady, Mayor

Newnan Cultural Arts Commission – City Council Report August 2020

Prepared by: Phyllis Graham

August 2019 – August 2020

- August 9-10, 2019
 - Shakespeare in the Park (Greenville Street Park)
 - Romeo and Juliet was performed two nights and was attended by approximately 350. Using limited stage props, and actors playing multi roles, this company dazzled the audience with clarity, creativity, and compassion.
- September 20, 2019 (Greenville Street Park)
 - Jazz in the Park
 - Atlanta Jazz Trio was the group who performed. The weather cooperated and we had a great crowd. Families and individuals attended after leaving the Art Walk downtown.
- October 25-27, 2019 (Wadsworth Auditorium)
 - Dracula
 - Southern Arc Dance produced a well done performance for a large crowd. The Carrollton Strings conducted by Cary Lowry performed the music live.
- December 19-22, 2019
 - Nutcracker
 - This is a Christmas tradition that is well received and performed by Southern Arc Dance. All ages attended the performances and this year Southern Arc Dance incorporated exceptional students with disabilities for a very touching show.
- January 8, 2020
 - NCAC Retreat
 - The commission had a retreat at the Newnan Utilities cabin. We had lunch, participated in team building activities, and development a new mission statement: “NCAC seeks to engage, excite, and enhance our community through the cultural arts experience.”
- March 14, 2020
 - Friends of Wadworth Concert
 - Due to the COVID-19 pandemic, we were unable to have an in person concert. Through lots of planning and hard work we were able to hold the concert and stream it live on Facebook. The artist performed twice on Saturday and Ben McLeod and Matt Wilson edited the performances. The concert has received over 7,000 views.
- The commission is working hard to prepare virtual and safe in person events for the remainder of the year as we feel the arts is such an important component in our community. Thank you for your continued support for NCAC.

LOCAL



Friends of Wadsworth performance to stream live

Members of the Newnan Cultural Arts Commission gather at Meet N Greet in Newnan to decide the fate of the 2020 Friends of Wadsworth concert. Ultimately, the concert was canceled amid concerns about the potential spread of the COVID-19 virus. However, the artists will perform live Sunday, March 15 at 7 p.m. and the performance will be streamed live on the Newnan Cultural Arts Commission Facebook page.

PHOTO BY

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CITY COUNCIL ANNUAL REPORT

August 25, 2020

Thank you for this opportunity to update you on the Newnan Centre and its operation for the past year. The Newnan Convention Center Authority and Staff feel the Newnan Centre is a community jewel, one which supports its citizens in hosting events that make memories for a lifetime and also generates economic impact for the community.

Sales & Marketing:

After seven years of operation, the Newnan Centre continues to hear people say “we didn’t even know you were here.” While frustrating to hear, we continue to market the venue through social media platforms such as Facebook and Instagram and our website, as well as through advertising. We participate in both the Newnan and Fayetteville Chamber of Commerce business expos for additional exposure.

In 2019, the Newnan Centre hosted 292 events and saw 34,959 guests come through our doors. The occupancy rate for 2019 was 24%, with a projected 40% occupancy needed to breakeven. We were on target to have our best year ever in 2020 with an increase in bookings until COVID hit and paralyzed our industry. Since mid-March of this year, we have hosted only 54 events and are at an occupancy rate of 4.5%. There were no events held in April, May or July and only 2 events held in June. While we are open for business, meeting the CDC and State of Georgia COVID requirements, people are too afraid to book events. It is our projection that the rest of 2020 will see minimal activity. And, as is reflected in the 2021 budget forecast, the public assembly industry is predicted to see a slow comeback from corporate events, conferences and conventions. Social events will continue to occur, although at a slower pace than usual. Until a vaccine is available and the virus is eradicated or under control, our industry will struggle.

Outdoor Gazebo and Upper Pavilion Patio:

Gazebo



Upper Pavilion Patio



The outdoor gazebo is 99% complete with some concrete work on the upper Pavilion patio to be completed for a turn over to the Newnan Centre.

The outdoor gazebo is a multiuse venue that was primarily designed with weddings as the main focus. However, small concerts, lectures or comedians, etc. could also utilize the space under certain conditions. Brides love this new outdoor option and we know it will be utilized often for weddings and other events.

The upper Pavilion patio tremendously increased the size of the patio at the Pavilion to allow for large receptions or other social events to occur outdoors. Piedmont Hospital utilized this area (with Headley's permission) for their new fundraising event, setting the patio with comfortable furniture, a fire pit, etc. to create an outdoor inviting atmosphere. The inaugural event on the newly expanded patio was a huge success!

These projects, to date, are at a cost of \$488,405 and were paid for with the Centre's capital reserve account fund. The remaining balance for that fund is currently at approximately \$175,000 after deducting the remaining monies owed Headley Construction to complete the project.

Operations:

The Newnan Centre's operation is very lean with only 4 full-time staff members. To give perspective to this statement, most venues of our size have between 6 to 8 full-time employees. Part-time and temporary labor are utilized to meet the event schedule demands.

One of the shining points for the Newnan Centre that we hear often from clients and attendees is that the building looks brand new. The fact that the venue still looks new seven years after opening is attributed to the maintenance and set-up staff who take pride in their work and ownership of keeping the venue first-class.

Alcohol service is up and running after we initially took the service in-house in 2019. There have been a few bumps in the road, as is to be expected with anything new; however, overall, the alcohol service is going well and the additional revenue source to the bottom line is much needed. Of course, we did incur additional cost with various insurance policies to protect the Centre and the City, but these policies are necessary.

A hotel feasibility study was commissioned through Linda Wilson, Key Advisors, to determine if the timing was right to seek a hotel developer to add a boutique type hotel to the property.

Key points made by Mrs. Wilson from the study at the Authority's February board meeting were as follows:

- Newnan Centre is considered a destination due to limited visibility and is removed from support amenities.
- A 120-room nationally branded select-service hotel is envisioned for the site.
- The assumption is the hotel would operate the Newnan Centre and the hotel would have 1,200 square feet to 1,500 square feet of flexible breakout space to supplement the Newnan Centre space.
- The Average Daily Rate (ADR) is a challenge to a hotel developer and is currently reported at \$114.
- Five Newnan hotels report an occupancy rate of 82%; however, the two large conference center hotels in Peachtree City report low occupancies, which negatively impacts the total market occupancy.
- To attract a hotel developer, subsidies such as land, prep work for construction, parking, etc. would need to be offered to make the package attractive.

After discussion by the Authority Board, it was determined we should wait and build-up the capital reserve account and consider adding additional meeting space onto the Newnan Centre to be able to attract larger conferences.

Future Goals for the Newnan Centre

In looking ahead for the Newnan Centre, there are several areas that will be focused on to ensure its continued success:

1. Succession plan

With the retirement of the Newnan Centre's director 2 to 4 years away, a succession plan is being implemented to ensure a smooth transition. Of course, a replacement for the director will be up to the Newnan Convention Center Authority. The plan will be to have options for the Board when the time comes to fill the director position.

2. Remodeling of Newnan Centre

Typically, it is necessary to renovate the interior of a conference or convention center every 10 years. We are three years away from that time period and need to be focusing on saving funds to accomplish this goal. It is extremely important the décor of the

Centre stay updated and current in order to continue to attract business.

3. **Porte-cochère**

We are exploring the possibility of adding a porte-cochere at the entranceway into the Newnan Centre to allow patrons to be dropped off at the front entrance and not be in the weather elements. It is important that the addition not look like an addition, but rather a component that has always been there. We will work with the original architect to get pricing on this project.

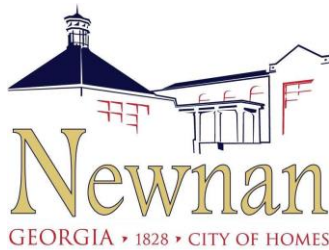
4. **Additional Parking**

As the Newnan Centre continues to increase in events with larger numbers of attendees, additional parking will become necessary. We currently have 157 parking spaces, 7 of which are handicapped. When we have events with 400 people in attendance, we do not have enough parking. We do coordinate with the Nixon Centre on parking. However, when they have a sold-out concert and we have a large event, parking is insufficient for the two of us. I believe the Nixon Centre has 300 parking spots and are adding an additional 50 spots with their renovation. This is a long-term goal to work toward.

Last, but not least:

The Newnan Convention Center Authority and Staff absolutely could not be the success we are without the unwavering support of City Council, City Manager Cleatus Phillips and Assistant City Manager Hasco Craven. Words are truly insufficient to express our gratitude and heartfelt thanks to each of you.

We look forward to continuing to ensure the Newnan Centre is a success and crown jewel for our community.



Business Development Department
Abigail Strickland, Main Street Special Events Coordinator

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

August 12, 2020

Dear Mr. Phillips,

Please accept this letter as a formal request to place the following agenda item on the Newnan City Council's August 25th, 2020 Meeting Agenda:

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

- **Market Day – Saturday, September 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.

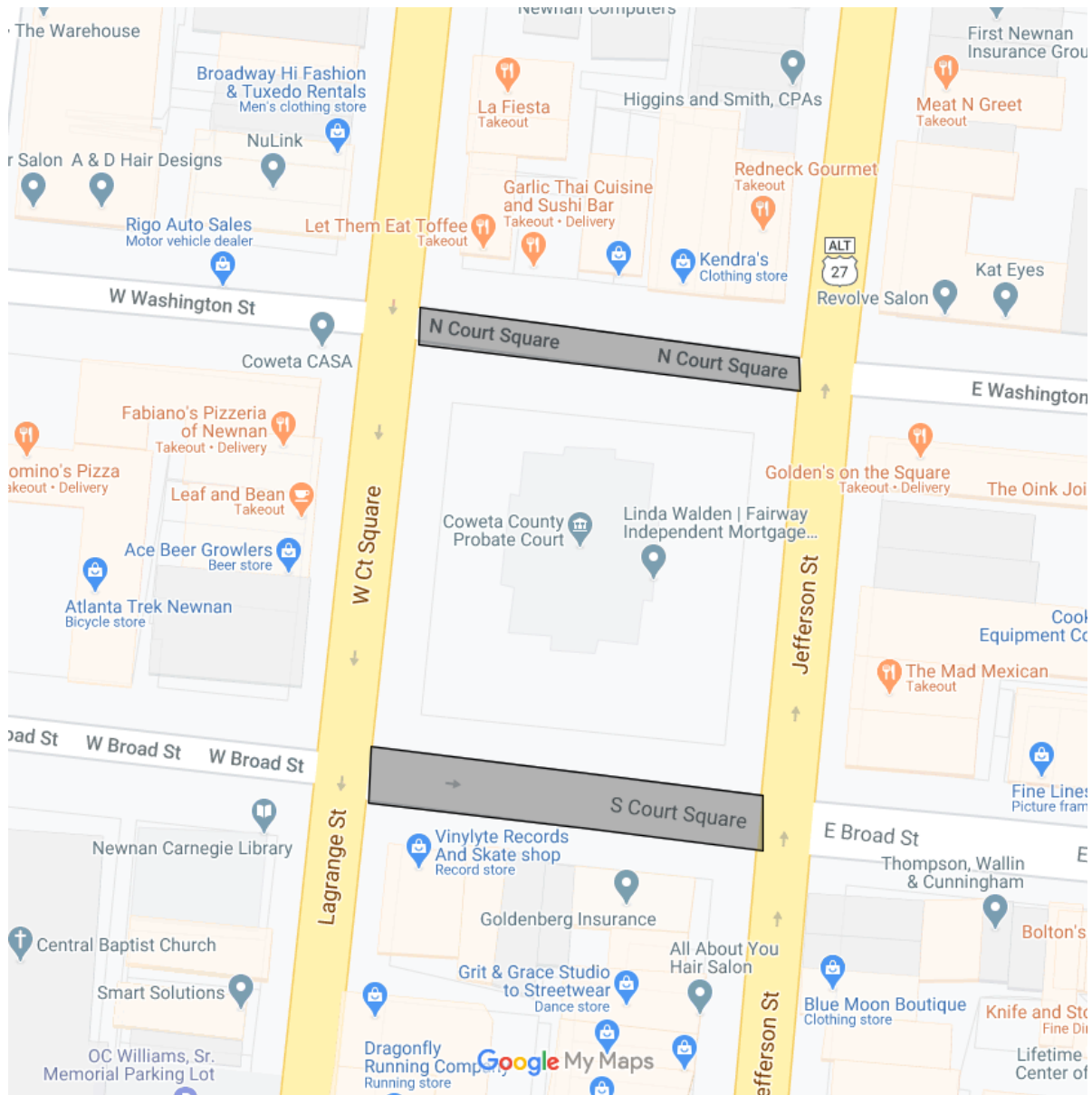
The request is being made to ensure that proper social distancing is observed to provide more than 6ft of distance between market vendors and participants. If street vending is permitted, vendors will be spaced 6-10 feet apart, and lines will be able to sprawl at a 6ft distance between customers. Vendors 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.

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: August 25, 2020

Agenda Item: Rezoning Request RZ2020-03, Turnstone Group, LLC and KM Homes for 10.120± acres located on Newnan Crossing Boulevard East (Tax Parcel #s 086 5021 005, 086 5021 011, and 086 5021 012)

Prepared By: Tracy S. Dunnavant, Planning Director

Purpose: To inform the City Council that RZ2020-03 is before the Planning Commission for consideration and a recommendation on the requested zoning classification.

Background: Melissa Griffis on behalf of Turnstone Group, LLC and KM Homes has applied for the rezoning of 10.120 ± acres located on Newnan Crossing Boulevard East. The request is to rezone the property from CCS (Community Shopping Center District) and RMH (Residential Multi-Family Dwelling – Higher Density District) with conditions to RMH conditioned upon the construction of 98 townhomes.

Current Zoning

Tax Parcel #	Acres	Zoning	Units
086 5021 005	2.75±	CCS	N/A
086 5021 011	4.40±	RMH (conditions)	35 Townhomes
086 5021 012	2.97±	RMH (conditions)	140 Senior Residences

Requested Zoning

Tax Parcel #	Acres	Zoning	Units
086 5021 005 086 5021 011 086 5021 012	10.12±	RMH (conditions)	98 Townhomes

Funding: N/A

Recommendation: Information Only

Previous Discussion with Council: None



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 31, 2020

HAND DELIVERY

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

RE: Application of Turnstone Group, LLC and KM Homes to Amend the
Zoning Ordinance
Approximately 10.120± Acres located at Village Square at Newnan
Crossing, Newnan, Georgia

Dear Ms. Dunnavant:

Turnstone Group, LLC and KM Homes, the Applicants in the above-described property ("the Property") in the City of Newnan, Georgia, hereby make this application to amend the zoning ordinance, to allow rezoning of the approximately 10.120 +/- acres to be rezoned from CCS and RMH Conditional to RMH - Townhomes.

Village Square Newnan Crossing is a mixed-use development located at the corner of Lower Fayetteville Road and Newnan Crossing Boulevard East. There was a prior transfer of density rights of 95 total residential units when the park was donated to the City. Therefore, there was an allowed total of 475 residential units, with 300 multi-family apartments, 35 townhouse units and 140 senior residences.

The Turnstone Group, LLC has had the property marketed at its current zoning for eight (8) years and has not been successful in gaining any interest as currently zoned. The COVID-19 Pandemic has changed the way many projects will be developed in the future, especially for senior residences, and the Applicants believe this is the case here and are looking for the opportunity to bring a community of Townhomes to this area and decrease the total number of units previously approved. Also, numerous senior residences have recently been approved in the City which would decrease the need for them at this location.

Ms. Tracy Dunnavant, Planning Director
July 31, 2020
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The prior zoning approval for the residential component was 300 multi-family apartments, 35 townhouse units and 140 senior residences. The Applicants desire to amend said condition by having 98 townhouse units instead of 175 townhouse and senior residences previously approved. This would be a 77 unit decrease in the rezoning request.

As noted on the "Application to Amend Zoning Text" form enclosed herewith, the Property is the best location for a RMH-Townhomes zoning as it is a prime location for residential uses with the multi-use area. The rezoning will allow for development of this current property that has been cleared with nothing on it for many years. The RMH-Townhomes 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, Turnstone Group, LLC and KM Homes believe that this application is not only consistent with, but advances the intent of the City of Newnan Zoning Ordinance.

The Applicants have, 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. The Applicants and myself as counsel for the Applicants 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 Turnstone Group, LLC and KM Homes

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 Turnstone Group, LLC

Mailing Address 1170 Peachtree Street NE, Suite 1150, Atlanta, GA 30309

Telephone (404) 477-6180 Email: agoldstein@turnstonegroup.com

Property Owner (Use back if multiple names) REO Funding Solutions III, LLC

Mailing Address PO Box 56607, Atlanta, GA 30343

Telephone _____

Address/Location of Property Village Square at Newnan Crossing parcels including a portion of Parcel A, and Parcels G and H in their entirety

Tax Parcel No.: 086 5021 005, 086 5021 011 and 086 5021 012 Land Lot 21 & 44

District/Section 5th Size of Property (Square Feet or Acres) 10.120+/- acres

Present Zoning Classification: CCS & RMH - Conditional Proposed Zoning Classification: RMH - Townhouses

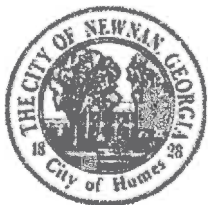
Present Land Use: undeveloped land

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 been marketed for years as currently zoned with no potential development. The COVID-19 Pandemic has changed the way many projects will be developed in the future, especially the senior units.

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 The prior zoning condition allowed for CCS and RMH- with conditions for 35 Townhouses, 140 senior units and 300 multi-family apartments. The Applicants have been unable to successfully market and/or develop as a senior component and desire to decrease the total number of units from 175 to 98, a 77 unit reduction.

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? _____



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 KM Homes

Mailing Address 5780 Winward Pkwy., Suite 200, Alpharetta, GA 30005

Telephone (678) 321-2000 Email: dstrall@kmhomes.com

Property Owner (Use back if multiple names) _____

Mailing Address _____

Telephone _____

Address/Location of Property _____

Tax Parcel No.: _____ Land Lot _____

District/Section _____ Size of Property (Square Feet or Acres) _____

Present Zoning Classification: _____ Proposed Zoning Classification: _____

Present Land Use: _____

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 _____

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? _____

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

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
☐	MXD.....	\$500.00/Plus \$25.00 Per Acre
		For multi-family and \$15.00 Per Acre for CBD

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

23rd day of July, 2020

Signature of Applicant [Signature]

[Signature]
Notary Public



(Affix Raised Seal Here)

FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE July 9, 2020

RECEIVED BY Tracy S Dunnavant

DATE OF FILING 07/31/2020

FILING FEE RECEIVED \$753.00

DATE OF NOTICE TO NEWSPAPER _____

DATE OF PUBLIC HEARING _____

PLANNING COMMISSION RECOMMENDATION (DATE) _____

DATE OF TRANSMITTAL TO CITY COUNCIL _____

CITY COUNCIL DECISION (DATE) _____

13. 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.

14. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:

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☒	Multi-Family Application	\$500.00/Plus \$25.00 Per Acre
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☐	Commercial Application	\$500.00/Plus \$25.00 Per Acre
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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.

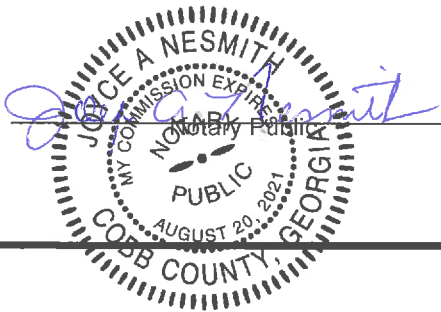
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Sworn to and subscribed before me this

22nd day of July, 20

Signature of Applicant

(Affix Raised Seal Here)



FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE _____

RECEIVED BY _____

DATE OF FILING _____

FILING FEE RECEIVED _____

DATE OF NOTICE TO NEWSPAPER _____

DATE OF PUBLIC HEARING _____

PLANNING COMMISSION RECOMMENDATION (DATE) _____

DATE OF TRANSMITTAL TO CITY COUNCIL _____

CITY COUNCIL DECISION (DATE) _____

TAB 2

Names and Addresses of All Property Owners Within 250' Feet

Property Owners within 250' (Parcel A)

1035 Newnan Property Owner LLC
6th Floor
186 Franklin Street
New York, NY 10013

Newnan Commercial Properties LLC
1700 Newnan Crossing Blvd E
Newnan GA 30265

Newnan Crossing Development Co
8th Floor
133 Luckie St
Atlanta GA 30303

Newnan Crossing Master Association
Suite 1150
1170 Peachtree St NE
Atlanta GA 30309

Newnan Crossing Venture LLC
Suite 100
6400 Powers Ferry Rd
Atlanta GA 30339

REO Funding Solutions III LLC
PO Box 56607
Atlanta GA 30343

Waffle House Inc
5986 Financial Dr
Norcross GA 30071

Halpern Enterprises Inc
5200 Roswell Rd
Atlanta Ga 30342

Property Owners within 250' (Parcel G)

Newnan Commercial Properties LLC
1700 Newnan Crossing Blvd E
Newnan GA 30265

Newnan Crossing Master Association
Suite 1150
1170 Peachtree St NE
Atlanta GA 30309

Newnan Crossing Venture LLC
Suite 100
6400 Powers Ferry Rd
Atlanta GA 30339

REO Funding Solutions III LLC
PO Box 56607
Atlanta GA 30343

Waffle House Inc
5986 Financial Dr
Norcross GA 30071

Property Owners within 250' (Parcel H)

Newnan Crossing Venture LLC
Suite 100
6400 Powers Ferry Rd
Atlanta GA 30339

NGI-BCDC POH Newnan LLC
c/o Marvin F Poer
Ste 410
3520 Piedmont Rd NE
Atlanta GA 30305

REO Funding Solutions III LLC
PO Box 56607
Atlanta GA 30343

TAB 3

Legal Description of the Property

LEGAL DESCRIPTION

NEWNAN CROSSING EAST, PARCELS "A", "G" and "H"

All that tract or parcel of land lying and being located in Land Lot 21, in the 5th District, in the City of Newnan, Coweta County, Georgia, being Parcels "A", "G" and "H", Newnan Crossing East, as recorded in Plat Book 99, Pages 26-28, Coweta County Records and being more particularly described as follows:

*To find the **TRUE POINT OF BEGINNING** commence at the intersection of the southwesterly mitered corner of Newnan Crossing East Boulevard (right-of-way varies) and the northerly right-of-way of Lower Fayetteville Road (right-of-way varies) and running thence S82°32'25"W along the said northerly right-of-way of Lower Fayetteville Road for a distance of 118.78 feet to a point; thence continuing along the northerly right-of-way of Lower Fayetteville Road N85°32'01"W for a distance of 168.54 feet to an iron pin (#5 rebar w/cap) located at the southeast corner of Parcel "A" and the **TRUE POINT OF BEGINNING**; thence running N85°30'51"W along the said northerly right-of-way of Lower Fayetteville Road for a distance of 195.56 feet to an iron pin (#4 rebar w/cap) located at the southwest corner of Parcel "A"; thence leaving said right-of-way and running N00°00'08"W for a distance of 535.38 feet to an iron pin (#4 rebar w/cap) located at the northwest corner of Parcel "A"; thence running S89°51'31"W for a distance of 267.84 feet to an iron pin (#4 rebar w/cap) located on the southeasterly right-of-way of Interstate 85 (right-of-way varies) which is also the southwest corner of Parcel "G"; thence running N05°49'48"E along the southeasterly right-of-way of Interstate 85 for a distance of 83.88 feet to a concrete right-of-way monument; thence running N09°33'37"E along the southeasterly right-of-way of Interstate 85 for a distance of 384.62 feet to an iron pin (#4 rebar w/cap) located at the common rear corner of Parcel "G" and Parcel "H"; thence*

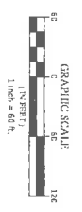
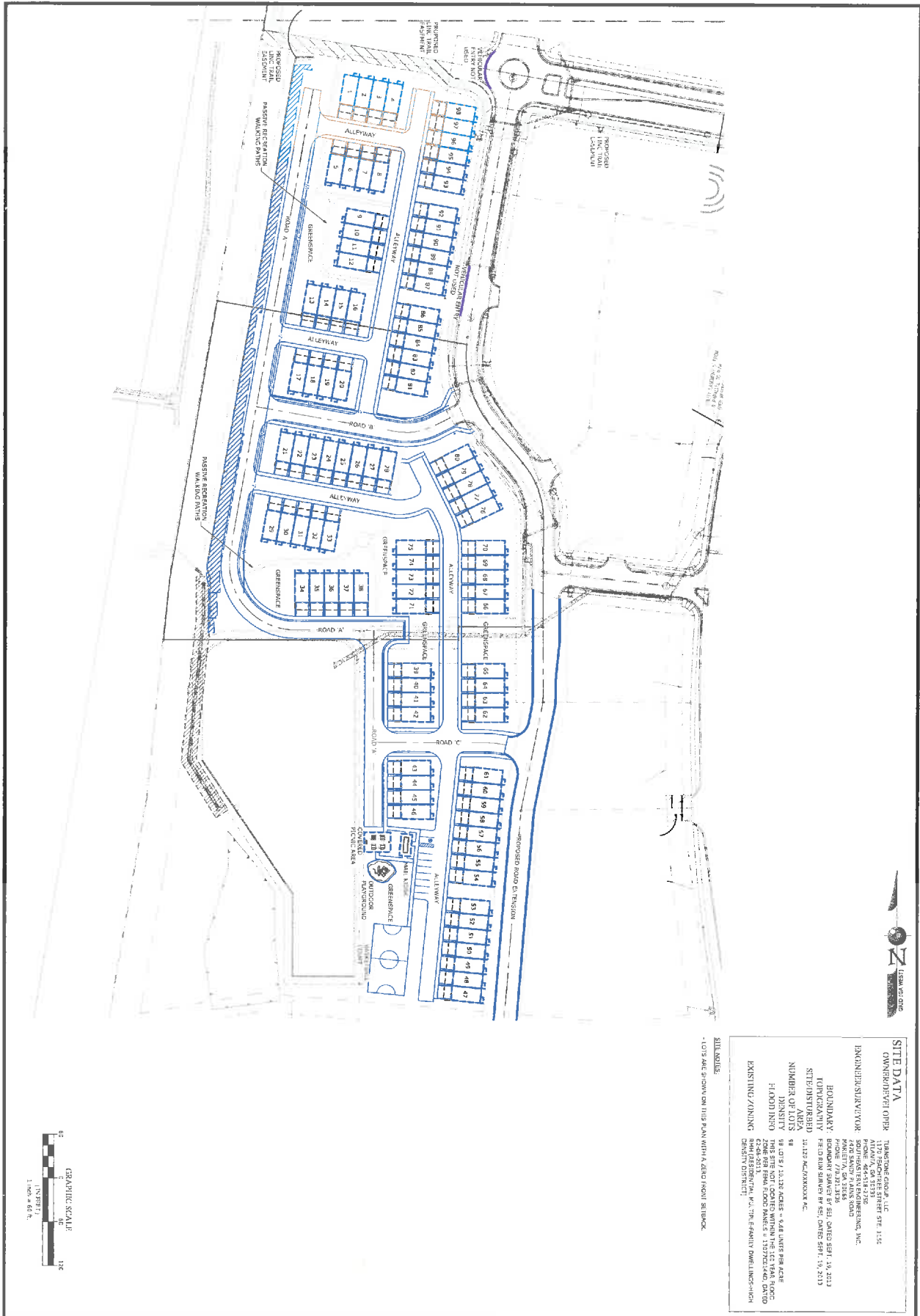
running $N09^{\circ}33'37''E$ along the southeasterly right-of-way of Interstate 85 for a distance of 374.38 feet to an iron pin (#5 rebar w/cap) located at the northwest corner of Parcel "H"; thence leaving said right-of-way and running $S80^{\circ}11'46''E$ for a distance of 346.41 feet to an iron pin (#4 rebar w/cap) located at the northeast corner of Parcel "H"; thence running $S09^{\circ}49'14''W$ for a distance of 364.11 feet to a point; thence running in a southerly direction along a curve to the left for an arc distance of 10.39 feet (said arc having a radius of 151.09 feet and being subtended by a chord of $S07^{\circ}38'13''W - 10.39$ feet) to a point located at the common front corner of Parcel "H" and Parcel "G"; thence running in a southeasterly direction along a curve to the left for an arc length of 123.61 feet (said arc having a radius of 151.09 feet and being subtended by a chord of $S17^{\circ}46'15''E - 120.19$ feet) to a point; thence running $S40^{\circ}59'49''E$ for a distance of 62.00 feet to a point; thence running in a southeasterly direction along a curve to the right for an arc distance of 32.89 feet (said arc having a radius of 115.00 feet and being subtended by a chord of $S32^{\circ}51'13''E - 32.78$ feet) to a point; thence running in a southeasterly direction along a curve to the right for an arc length of 49.45 feet (said arc having a radius of 115.00 feet and being subtended by a chord of $S12^{\circ}20'28''E - 49.07$ feet) to a point; thence running $S00^{\circ}01'07''W$ for a distance of 148.65 feet to a point located at the common corner of Parcel "G" and Parcel "A"; thence running $S00^{\circ}03'26''E$ for a distance of 102.92 feet to a point, thence running $S90^{\circ}00'00''W$ for a distance of 16.36 feet to a point; thence running $S44^{\circ}02'40''W$ for a distance of 16.48 feet to a point; thence running $S11^{\circ}09'36''W$ for a distance of 50.44 feet to a point; thence running $S00^{\circ}00'00''W$ for a distance of 54.03 feet to a point; thence running $S13^{\circ}52'14''E$ for a distance of 33.28 feet to an iron pin (#4 rebar); thence running $S04^{\circ}37'22''W$ for a distance of 318.93 feet to an iron pin which is the **TRUE POINT OF BEGINNING**. Said tract contains a total of 10.120 acres ($\pm 440,833$ sq. ft.).

TAB 4

Certified Plat

Tab 5

Conceptual Plan



SITE DATA
 OWNER/DEVELOPER: TURNSTONE GROUP, LLC
 ENGINEER/DESIGNER: SOUTHEASTERN ENGINEERING, INC.
 PROJECT: 1600 NEWMAN CROSSING
 ADDRESS: 1600 NEWMAN CROSSING, ATLANTA, GA 30309
 PHONE: 404-518-2750
 FAX: 404-518-2751
 EMAIL: INFO@SEI-ENGINEERING.COM
 BOUNDARY: BOUNDARY SURVEY BY SEI, DATED SEP. 15, 2013
 SITE/CONSTRUCTION: 1600 NEWMAN CROSSING, ATLANTA, GA 30309
 NUMBER OF LOTS: 98
 DENSITY: 58 LOTS / 10.128 ACRES = 5.74 LOTS PER ACRE
 FLOOD INFO: THIS SITE IS NOT COVERED BY THE 1% FLOOD ZONE
 EXISTING/CONING: EXISTING/CONING: EXISTING/CONING: EXISTING/CONING

ALL NOTES:
 - LOTS ARE SHOWN ON THIS PLAN WITH A AREA FROM BOUNDARY.

© COPYRIGHT 2018 | SOUTHEASTERN ENGINEERING, INC. THIS DRAWING AND ITS REPRODUCTION ARE THE PROPERTY OF THE ENGINEER AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS ENGINEER.

ZONING SUBMITTAL PLAN

VILLAGE SQUARE AT NEWMAN CROSSING

PROJECT LOCATED AT:
 LL 21 & 44 5TH DISTRICT
 1600 NEWMAN CROSSING BLVD
 COWETA COUNTY

TURNSTONE GROUP, LLC

1170 PEACHTREE STREET, STE. 1150
 ATLANTA, GA 30309
 CONTACT: 404-518-2750

24 HOUR CONTACT INFORMATION

No.	REVISION DESCRIPTION	DATE

Project No.: 1600-20-004
 Drawn by: BGR
 Date: 05/18/2020

SEI

SOUTHEASTERN ENGINEERING, INC.
 1170 Peachtree Street, Suite 1150, Atlanta, Georgia 30309
 Tel: 404-518-2750 Fax: 404-518-2751
 www.sei-engineering.com

38

TAB 6

Proffered 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:

The community will have amenities to include, but not be limited to the following: outdoor playground area, basketball court, covered picnic area and passive recreation with walking paths throughout the community.

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

Please see attached plans, profiles, pictures and other demonstrative materials submitted with the application.

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

Signature of Applicant

Adam Goldstein - Asset mgr

Type or Print Name and Title

Signature of Applicant's Representative

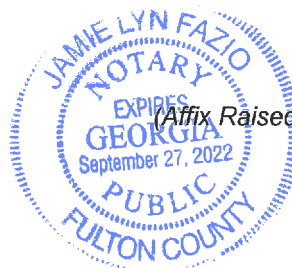
Melissa D. Griffis, Attorney

Type or Print Name and Title

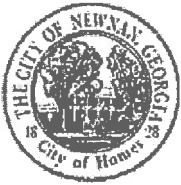
Jamie Lyn Fazio 07/23/2020

Signature of Notary Public

Date



(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment A
Proffered Conditions

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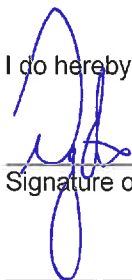
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Signature of Applicant

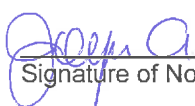
DOUG STRALK - VICE PRESIDENT

Type or Print Name and Title

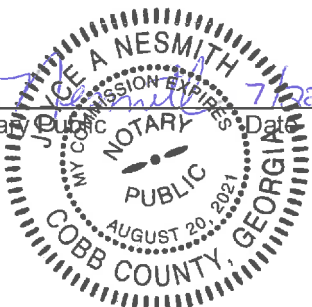
Signature of Applicant's Representative

Melissa D. Griffis, Attorney

Type or Print Name and Title



Signature of Notary Public



7/26/2020

Date

(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment A
Proffered Conditions

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Signature of Applicant

Melissa D. Griffis

Signature of Applicant's Representative

Type or Print Name and Title

Melissa D. Griffis, Attorney

Type or Print Name and Title

Signature of Notary Public

Date

Susan McMichael 7-27-2020



(Affix Raised Seal Here)

TAB 7

Disclosure of Campaign Contributions And Gifts



City of Newnan, Georgia

Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on July 31, 2020 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

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)

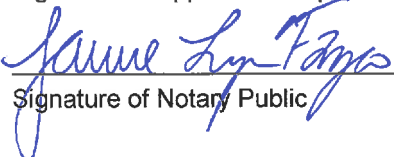
I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.


Signature of Applicant

Adam Goldstein - Asst Mayor
Type or Print Name and Title

Signature of Applicant's Representative

Melissa D. Griffis, Attorney
Type or Print Name and Title


Signature of Notary Public

Date



(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

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

Signature of Applicant

DOUG STRAIL - VICE PRESIDENT
Type or Print Name and Title

Signature of Applicant's Representative

Melissa D. Griffis, Attorney
Type or Print Name and Title

Signature of Notary Public

Date

(Affix Raised Seal Here)

Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization may be a 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

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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

Type or Print Name and Title

Signature of Applicant's Representative

Melissa D. Griffin, Attorney
Type or Print Name and Title

Signature of Notary Public

Date

(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.

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 REO FUNDING SOLUTIONS III, LLC

Telephone Number _____

Address of Subject Property VILLAGE SQUARE AT NEWNAN CROSSING

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.

William Stephen Venable Jr.
Signature of Property Owner

WILLIAM STEPHEN VENABLE JR
VICE PRESIDENT

Personally appeared before me

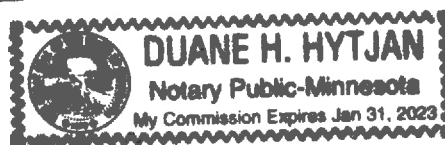
Duane Hytjan

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

Duane Hytjan
Notary Public

(Affix Raised Seal Here)

July 22, 2020
Date



TAB 9

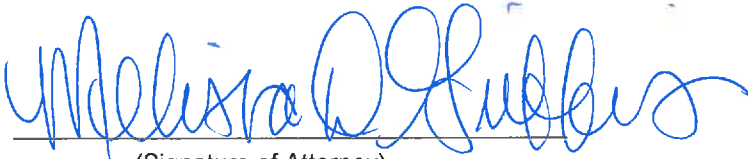
Authorization of Attorney



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 7-31-2020

TAB 10

Photo Renderings



EAVES

DRAWING INDEX

0 COVER SHEET

ARCHITECTURAL - ELEVATION SPECIFIC
1.0 FRONT ELEVATION
2.0 REAR ELEVATIONS, ROOF PLAN
2.1 LEFT & RIGHT ELEVATIONS
2.2 3-SIDE BRICK SIDE ELEVATION
3.0 MONO-SLAB FOUNDATION PLAN
4.0 FIRST FLOOR PLAN
5.0 SECOND FLOOR PLAN
6.0 THIRD FLOOR PLAN

ARCHITECTURAL - NON-ELEVATION SPECIFIC
4.1.0 FIRST FLOOR OPTIONS, KITCHEN LAYOUT
4.2.0 SCREEN PORCH
4.3.0 FRONT ENTRY SALES CENTER
F01 FIREWALL AND UNIT SEPARATION DETAILS
F02 FIREWALL AND UNIT SEPARATION DETAILS

ELECTRICAL - ELEVATION SPECIFIC
E1.0 FIRST FLOOR ELECTRICAL
E2.0 SECOND FLOOR ELECTRICAL
E3.0 THIRD FLOOR ELECTRICAL

REVISION LOG

2019.01
DATE 4/20/19
BY KMF

ADOPTED THE DEE ELEVATIONS

ELEVATIONS

ACTIVE: A,B,C,D,E,F,G,H
FOYER SIDE BRICK: A,B,C
GARAGE SIDE BRICK: A,B,C
SALES CENTERS: A,B,C

EAVES Square Footage Calculations

	A	B	C	D	E	F	G	H
First Floor	394	394	394	394	394	394	394	394
Second Floor	737	737	737	737	737	737	737	737
Third Floor	788	788	788	788	788	788	788	788
Total Base Heated (Sf.)	1919	1919	1919	1919	1919	1919	1919	1919

Garage (Base)

	394	394	394	394	394	394	394	394
Total Base Unheated Sub	394	394	394	394	394	394	394	394
Total Base Unheated Basement								

Entry Stoop	29	29	29	29	29	29	29	29
Patio Deck	160	160	160	160	160	160	160	160



ATLANTA



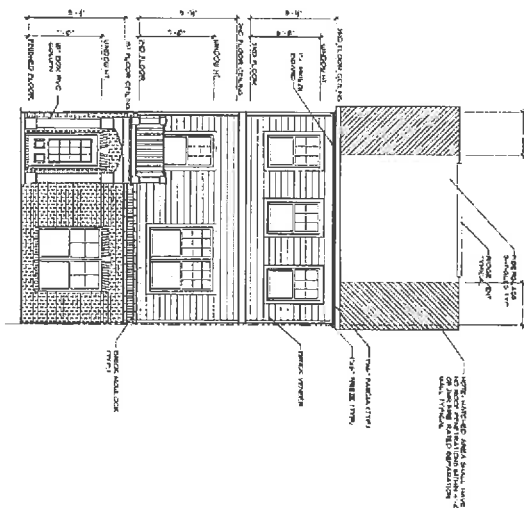
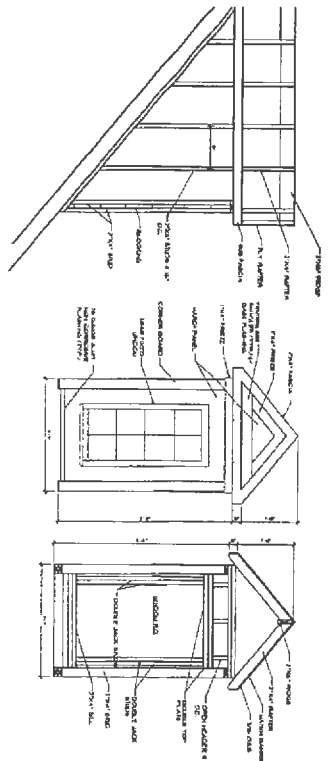
4125 Old Milton Parkway
Alpharetta, Georgia 30005
678-321-2000
www.kmhomes.com

EAVES

REVISION #
2019.01
COPYRIGHTED MATERIAL
DO NOT REPRODUCE

COVER SHEET

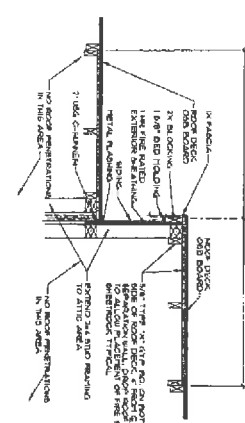
0



FRONT ELEVATION D
SCALE: 1/8"=1'-0"

BLVD/DAVID L. JONES
ARCHITECTS
1000 N. 10TH ST., SUITE 100
ATLANTA, GA 30309-4000
PHONE: 404.525.1000
FAX: 404.525.1001
WWW.BLDVDAVIDLJONES.COM

1 GABLE RAKE SECTION
SCALE: 1/8"=1'-0"

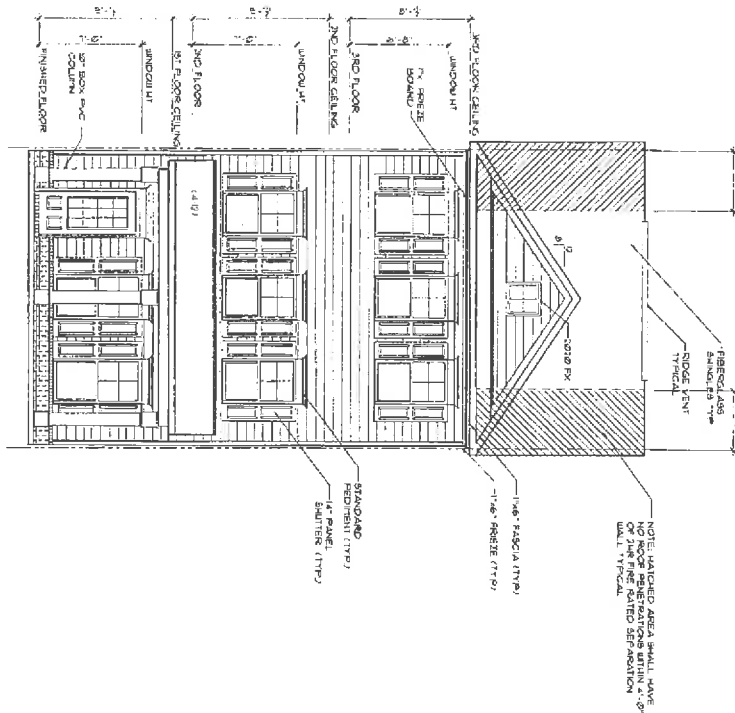


NOTE:
FURNISHING SQUARE OF
BUILT ONLY

1.0D	FRONT ELEVATION	REVISION # 2019.01	EAVES ELEVATION: D SCALE: 1/8"=1'-0"	4125 Old Milton Parkway Alpharetta, Georgia 30005 678-321-2000 www.kmhomes.com	 KMHOMES
		UNPROCESSED MATERIAL DO NOT REPRODUCE			



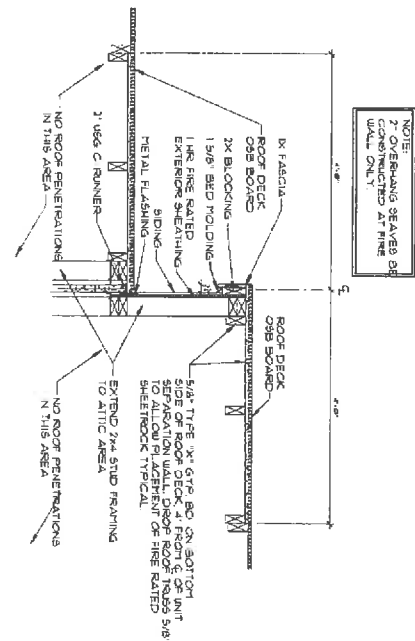
CABLE RAKE SECTION
(SCALE 1"=1'-0")



FRONT ELEVATION G
(SCALE: 1/8"=1'-0")

ELEVATION NOTES:
1. ROOFING MATERIALS SHALL BE CALIBRATED MATERIALS.
2. SMALL BE CALIBRATED MATERIALS.

1 GABLE RAKE SECTION
(SCALE: 1/8"=1'-0")



1.0G

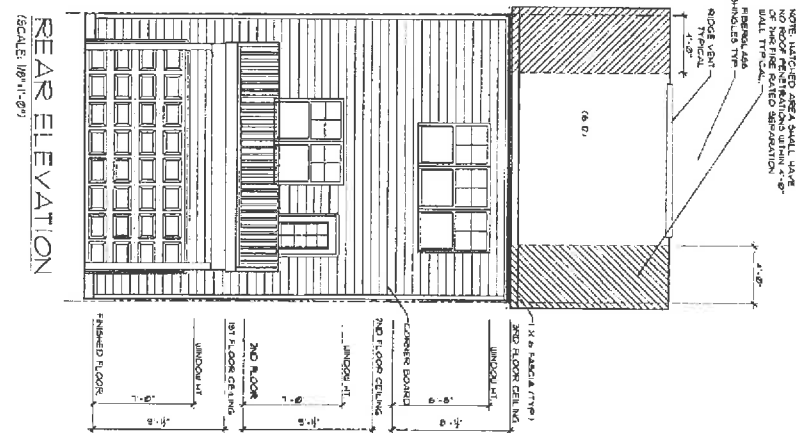
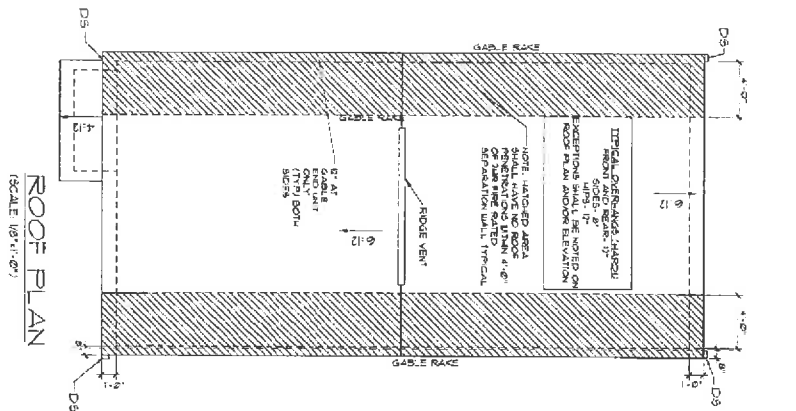
FRONT ELEVATION

REVISION #
2019.01
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EAVES
ELEVATION: G
SCALE: 1/8"=1'-0"

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2.0D

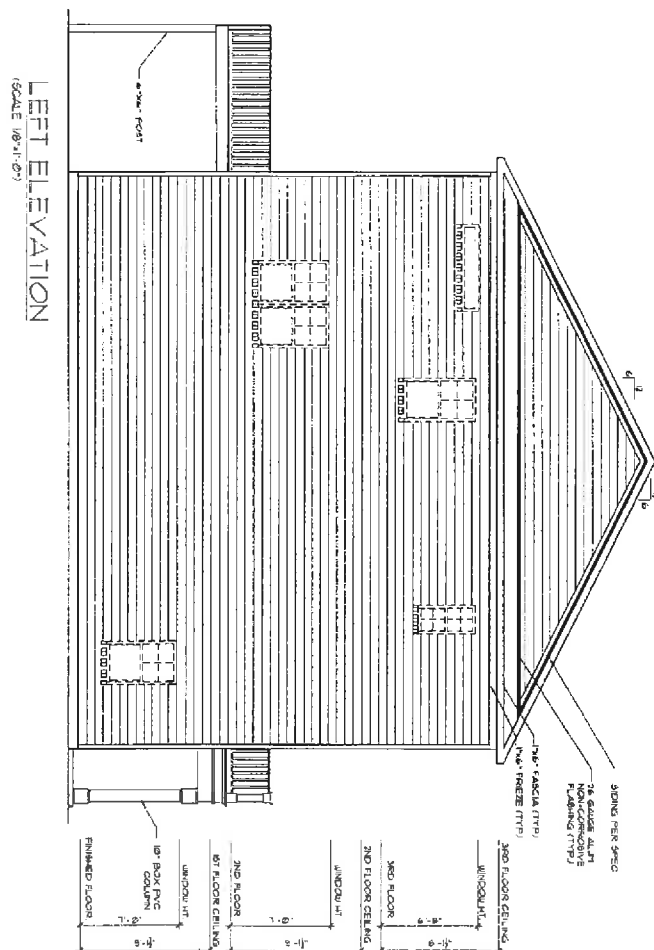
REAR ELEVATION
AND ROOF PLAN

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2019.01
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EAVES
ELEVATION: D
SCALE: 1/8"=1'-0"

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22D

SIDE BRICK
ELEVATIONS

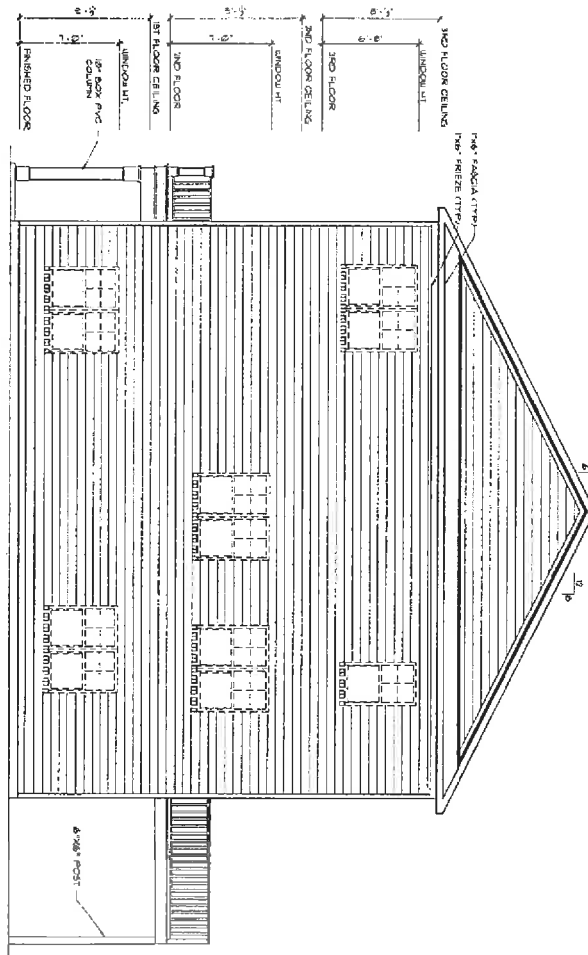
REVISION #
2019.01

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DO NOT REPRODUCE

EAVES
ELEVATION: D
SCALE: 1/8"=1'-0"

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RIGHT ELEVATION
(SCALE: 1/8"=1'-0")

2.2D

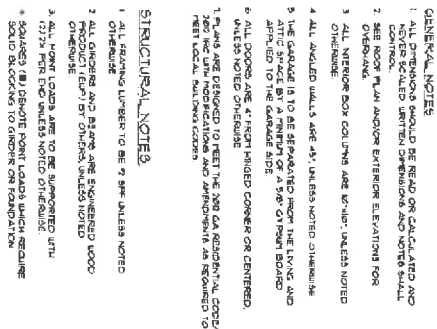
SIDE BRICK
ELEVATIONS

REVISION #
2019.01
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EAVES
ELEVATION: D
SCALE: 1/8"=1'-0"

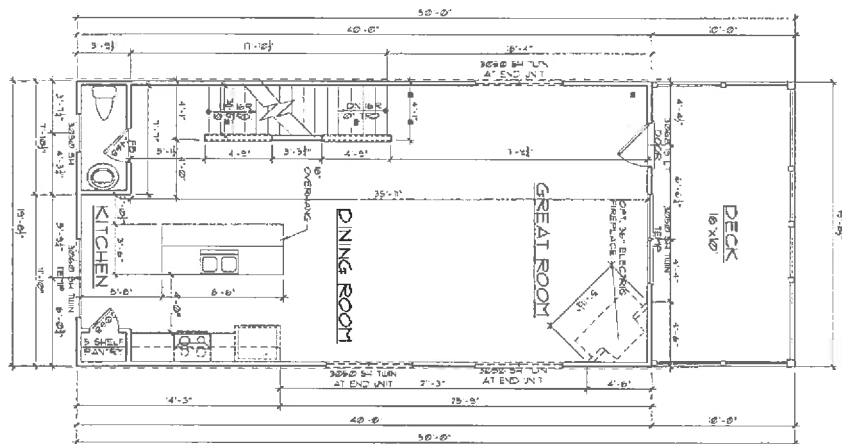
4125 Old Milton Parkway
Alpharetta, Georgia 30005
678-321-2000
www.kmhomes.com





1. ALL FRAMING LUMBER TO BE 2" GF UNLESS NOTED OTHERWISE
2. ALL GIRDERS AND BEAMS ARE ENGINEERED WOOD PRODUCT (EWP) BY OTHERS UNLESS NOTED OTHERWISE
3. ALL POINT LOADS ARE TO BE SUPPORTED WITH 12"x24" PIER BOLT UNLESS NOTED OTHERWISE
4. SQUARES (18") DENOTE POINT LOADS WHICH REQUIRE SOLID BACKING TO GIRDER OR FOUNDATION





GENERAL NOTES

1. ALL DIMENSIONS SHOULD BE READ OR CALCULATED AND CHECKED FOR ACCURACY. VERIFY DIMENSIONS AND NOTES SHALL CONTROL.
2. SEE ROOF PLAN AND/OR EXTERIOR ELEVATIONS FOR OVERHANG.
3. ALL INTERIOR FLOOR COLUMNS ARE 4" DIA. UNLESS NOTED OTHERWISE.
4. ALL ANGLE WALLS ARE 4". UNLESS NOTED OTHERWISE.
5. THE GARAGE IS TO BE SEPARATED FROM THE LIVING AND ATTIC SPACE BY A MINIMUM OF A 3/4" GYP. BOARD APPLIED TO THE GARAGE SIDE.
6. ALL DOORS ARE 4" FROM HANGER CORNER OR CENTERED, UNLESS NOTED OTHERWISE.
7. FLOORS ARE DESIGNED TO MEET THE SET OF A RESIDENTIAL CODE/ AND ANY MODIFICATIONS AND ADJUSTMENTS AS REQUIRED TO MEET LOCAL ORDINANCES.

STRUCTURAL NOTES

1. ALL FRAMING LUMBER TO BE #2 UNLESS NOTED OTHERWISE.
2. ALL GIRDERS AND BEAMS ARE ENGINEERED WOOD MEMBERS (EWM) BY OTHERS UNLESS NOTED OTHERWISE.
3. ALL FOUNDATION LOTS ARE TO BE SUPPORTED WITH 12" X 12" PIER AND BUILTERS NOTED OTHERWISE.
4. SQUARE (S) IS TO BE SET FROM 12" DIA. WHICH REQUIRE SOLID BE CONC'D TO GROUND OR FOUNDATION.

5.0D

SECOND FLOOR PLAN

REVISION #
2019.01

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EAVES

ELEVATION: D
SCALE: 1/8"=1'-0"

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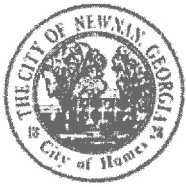
TAB 11

Filing Fee

(\$753.00) 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)
- ☐ 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.



City of Newnan, Georgia - Mayor and Council

Date: August 25, 2020

Agenda Item: Rezoning Request RZ2020-04, Turnstone Group, LLC for 2.70± acres located on Diplomat Parkway (a portion of Tax Parcel # 098 5052 001)

Prepared By: Tracy S. Dunnavant, Planning Director

Purpose: To inform the City Council that RZ2020-04 is before the Planning Commission for consideration and a recommendation on the requested zoning classification.

Background: Melissa Griffis on behalf of Turnstone Group, LLC has applied for the rezoning of 2.70 ± acres located on Diplomat Parkway. The request is to rezone the property from CGN (General Commercial District) to CHV (Heavy Commercial District) conditioned for indoor self-storage units only.

Current Zoning

Tax Parcel #	Acres	Zoning	Units
098 5052 001	2.70±	CGN	N/A

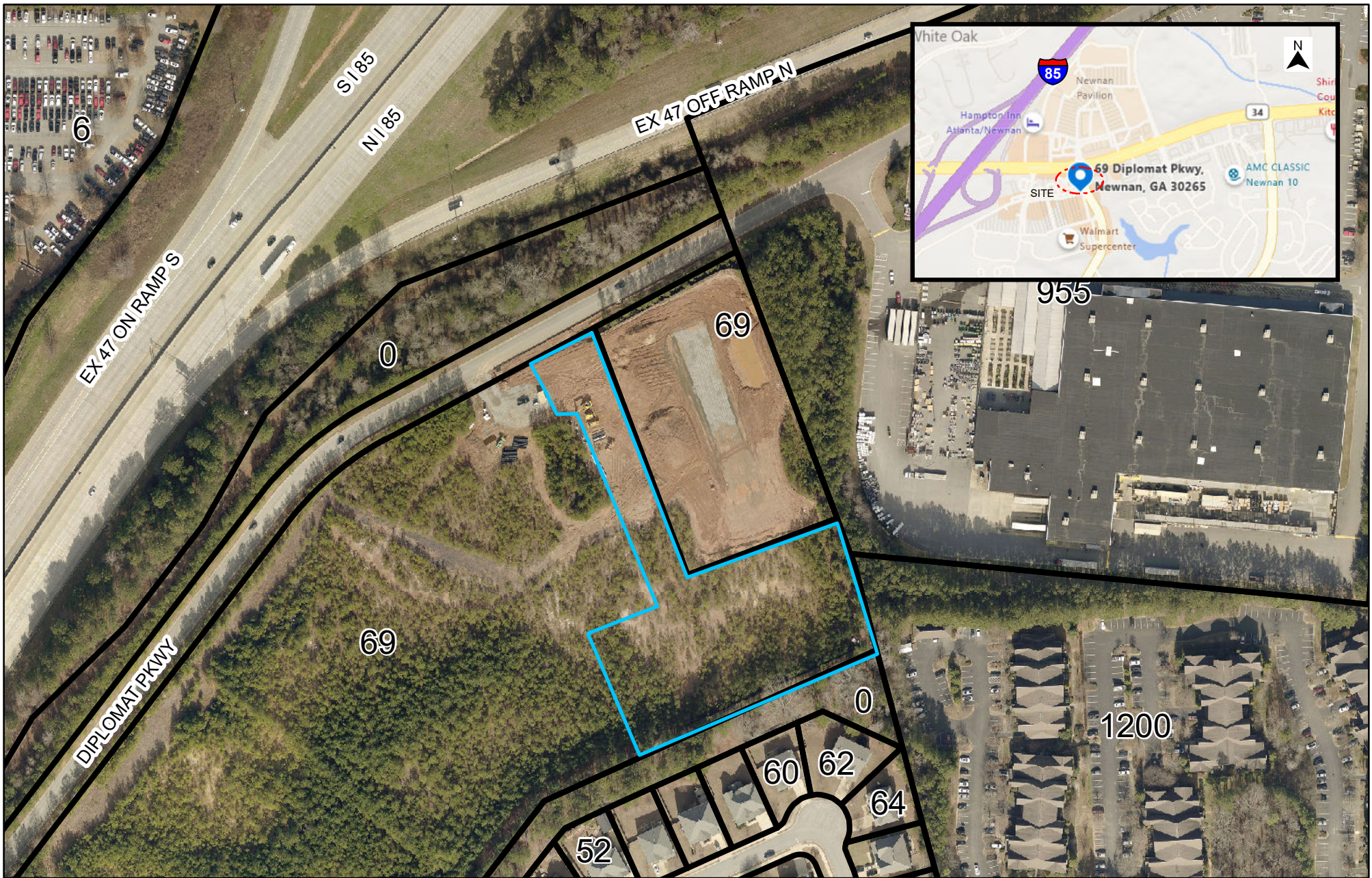
Requested Zoning

Tax Parcel #	Acres	Zoning	Units
098 5052 001	2.70±	CHV (conditions)	N/A

Funding: N/A

Recommendation: Information Only

Previous Discussion with Council: None



CITY OF NEWNAN | Project Location



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



1 inch = 200 feet
Date: 8/11/2020

LEGEND

ReZone from CGN to CHV (Indoor Self Storage)

PARCELS

CITY LIMITS

ADDRESS

69 DIPLOMA
Newnan, GA 30265

73



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 31, 2020

HAND DELIVERY

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

RE: Application of Turnstone Group, LLC to Amend the Zoning Ordinance
CGN to CHV Conditional
Approximately 2.70± Acres located at Village Square at Newnan Crossing,
Newnan, Georgia

Dear Ms. Dunnavant:

Turnstone Group, LLC, 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 2.70+/- acres to be rezoned from CGN to CHV Conditional.

The Applicant is excited to provide an indoor climate controlled storage unit facility located in the City of Newnan, Georgia. The Applicant is willing to condition said rezoning for indoor climate controlled storage units with no outdoor storage allowed. The building will have a sprinkler system within and will be a maximum of forty (40) feet in height as allowed per the Zoning Ordinance.

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.

As noted on the "Application to Amend Zoning Text" form enclosed herewith, the Property is the best location for a CGN conditional zoning as it is a prime location for a indoor climate controlled storage component. The rezoning will allow for development of this current property that has been undeveloped for many years. The CGN conditional zoning will be beneficial to the residents not only at the Property, but also the residents and business owners in the surrounding area.

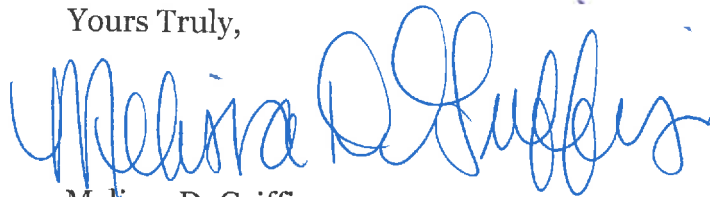
Ms. Tracy Dunnavant, Planning Director
July 31, 2020
Page 2

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

Turnstone Group, LLC has, at attached Tabs (1) through (12) included all materials required per the Application Form and applicable Ordinance provisions. As always, should you have any questions about the material submitted, or should you require additional information, please do not hesitate to contact me. Turnstone Group, LLC, as Applicant and myself as counsel for Turnstone Group, 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 Turnstone Group, 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 Turnstone Group, LLC

Mailing Address 1170 Peachtree Street NE, Suite 1150, Atlanta, GA 30309

Telephone (404) 477-6180 Email: agoldstein@turnstonegroup.com

Property Owner (Use back if multiple names) REO Funding Solutions III, LLC

Mailing Address PO Box 56607, Atlanta, Ga 30343

Telephone _____

Address/Location of Property Village Square at Newnan Crossing – portion of Parcel N

Tax Parcel No.: 098 5052 001 Land Lot 52 & 53

District/Section 5th Size of Property (Square Feet or Acres) 2.70+/-Acres

Present Zoning Classification: CGN Proposed Zoning Classification: CHV – conditional indoor storage units

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 is undeveloped land and has been vacant for years. There is a need in the City of Newnan for indoor climate controlled storage units with no outdoor storage allowed.

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 conditioned for CHV indoor climate controlled storage units with no outdoor storage allowed. The renderings attached display that the building looks like a building allowed in CGN. The conditional use expands the district as CHV is the only zoning district that allows the proposed use.

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

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
x	Industrial Application.....	\$500.00/Plus \$15.00 Per Acre
☐	MXD.....	\$500.00/Plus \$25.00 Per Acre
		For multi-family and \$15.00 Per Acre for CBD

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.

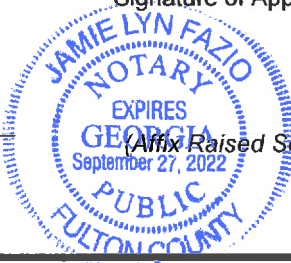
Sworn to and subscribed before me this

23rd day of July, 20

Signature of Applicant

[Handwritten Signature]

[Handwritten Signature: Jamie Lyn Fazio]
Notary Public



FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE July 9, 2020

RECEIVED BY TRACY S Dunnavant

DATE OF FILING July 30, 2020

FILING FEE RECEIVED \$540.50

DATE OF NOTICE TO NEWSPAPER _____

DATE OF PUBLIC HEARING _____

PLANNING COMMISSION RECOMMENDATION (DATE) _____

DATE OF TRANSMITTAL TO CITY COUNCIL _____

CITY COUNCIL DECISION (DATE) _____

TAB 2

Names and Addresses of All Property Owners Within 250' Feet

Property Owners within 250' (Parcel N)

Allison Matthew
48 Canyon View Dr
Newnan GA 30265

Cambronero Jose A
56 Canyon View Dr
Newnan GA 30265

Dardy Nina H & Vernon
Bernard
56 Canyon Dr
Newnan GA 30265

Evans Candice Nicole
32 Canyon View Dr
Newnan GA 30265

Hartwell Dolores A
28 Canyon View Dr
Newnan GA 30265

Highlands @ Newnan
Crossing HOA
PO Box 28100
Sandy Springs GA 30358

Jackson Phyllis & Dexter
45 Canyon View Dr
Newnan GA 30265

Lim Seungbum
46 Canyon View Dr
Newnan Ga 30265

Patel Samir
30 Canyon View Dr
Newnan Ga 30265

Rutkowski Nicole Marie
26 Canyon View Dr
Newnan GA 30265

Barr Joey W
29 Canyon View Dr
Newnan Ga 30265

City of Newnan
25 Lagrange St
Newnan GA 30263

Delaney Darrell & Erin
30 Bryce Creek Dr
Newnan GA 30265

Farley Walter Jr
40 Canyon View Dr
Newnan GA 30265

Hawkins Robert R Estate
39 Canyon View Dr
Newnan GA 30265

HPA II Borrower 2019-1
LLC
Ste 2000
120 S Riverside Plax
Chicago IL 30265

Kim Byoung Joon David &
Miyounng
60 Canyon View Dr
Newnan GA 30265

Op Den Bosch Patrick
64 Canyon View Dr
Newnan GA 30265

Patel Sonal
34 Canyon View Dr
Newnan GA 30265

RVT Newnan Crossing
LLC
3300 Enterprise Pkwy
Beachwood OH 44122

Beasley Ben S
54 Canyon View Dr
Newnan GA 30265

Dabney Gregory & Debra
50 Canyon View Dr
Newnan GA 30265

Divvy Homes Warehouse
II LLC
Ste 100
530 Howard St
San Francisco CA 94105

Gray Ashley R &
Roosevelt
44 Canyon View Dr
Newnan GA 30265

Heredia Victor
16910 NW 82 Ct
Miami Lakes FL 33016

HPA JV Borrower 2019-1
ML LLC
Ste 3650
180 N Stetson Ave
Chicago IL 60601

Lee Marquia & Marcus
33 Canyon View Dr
Newnan GA 30265

Patel Bhavik &
Ankitababen
42 Canyon View Dr
Newnan GA 30265

REO Funding Solutions
LLC
PO Box 56607
Atlanta GA 30343

Scarborough Trent H
52 Canyon View Dr
Newnan GA 30265

Teagle Arthur & Shavonn
62 Canyon View Dr
Newnan GA 30265

Tucker Herman
59 Canyon View Dr
Newnan GA 30265

THDP Partners LLC
Ste 1150
1170 Peachtree St NE
Atlanta GA 30309

VR Newnan Holdings Partnership
Suite 201
1725 16 Ave
Richmond Hill Ontario L4B 4C6 CAN

Tillery Antoinette & Lamark
36 Canyon View Drive
Newnan GA 30265

Zermeno Carolos & Liliana
111 Carlisle Dr
Madisonville KY 42431

TAB 3

Legal Description of the Property

DESCRIPTION OF PROPOSED LOT

All that tract or parcel of land lying and being in Land Lot 20 of the 15TH District, City of Newnan, Coweta County, Georgia and being more particularly described as follows:

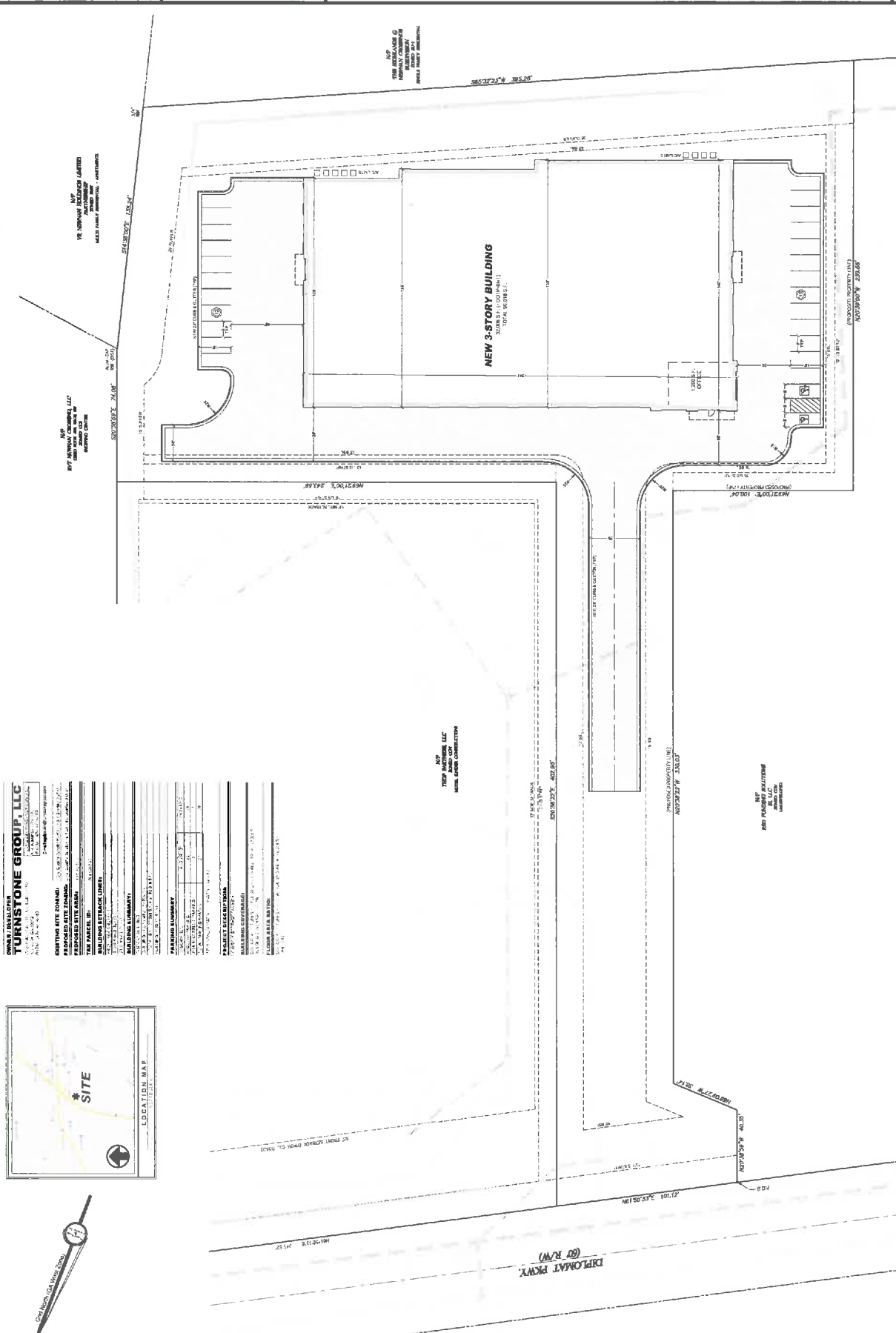
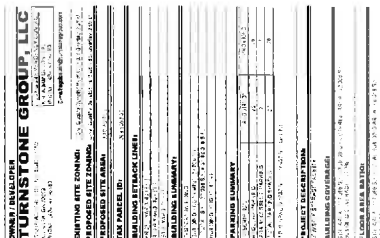
COMMENCING at a point at the intersection of the westerly 120' right-of-way of Newnan Crossing Boulevard East and the easterly varying right-of-way of Diplomatic Parkway;
THENCE running along said right-of-way of Diplomatic Parkway for a distance of 1105.53 feet to a 3/8" re-rod found. THENCE continuing along said right-of-way of Diplomatic Parkway South 49 degrees 00 minutes 02 seconds West a distance of 10.00 feet to a point; THENCE North 40 degrees 59 minutes 58 seconds West a distance of 235.29 feet to a point; THENCE along a curve to the right with a radius of 420.00 feet and an arc length of 575.21 feet, said curve having a chord bearing of North 01 degrees 45 minutes 54 seconds West and a chord distance of 531.30 feet to a point; THENCE North 37 degrees 28 minutes 09 seconds East a distance of 690.44 feet to a point; THENCE along a curve to the right with a radius of 470.00 feet and an arc length of 199.93 feet, said curve having a chord bearing of North 49 degrees 39 minutes 21 seconds East and a chord distance of 198.43 feet to a point; THENCE North 61 degrees 50 minutes 33 seconds East a distance of 257.49 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** and continuing along said right-of-way of Diplomatic Parkway North 61 degrees 50 minutes 33 seconds East a distance of 101.12 feet to a point; THENCE leaving said right-of-way of Diplomatic Parkway South 20 degrees 38 minutes 22 seconds East a distance of 402.90 feet to a point; THENCE North 69 degrees 21 minutes 00 seconds East a distance of 243.59 feet to a point; THENCE South 20 degrees 38 minutes 59 seconds East a distance of 74.08 feet to a point; THENCE South 14 degrees 36 minutes 00 seconds East a distance of 135.24 feet to a point; THENCE South 65 degrees 32 minutes 23 seconds West a distance of 395.25 feet to a point; THENCE North 20 degrees 39 minutes 00 seconds West a distance of 239.55 feet to a point; THENCE North 69 degrees 21 minutes 00 seconds East a distance of 100.04 feet to a point; THENCE North 20 degrees 38 minutes 22 seconds West a distance of 330.03 feet to a point; THENCE North 88 degrees 09 minutes 27 seconds West a distance of 38.14 feet to a point; THENCE North 20 degrees 38 minutes 59 seconds West a distance of 40.35 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 117,588 square feet or 2.70 acres.

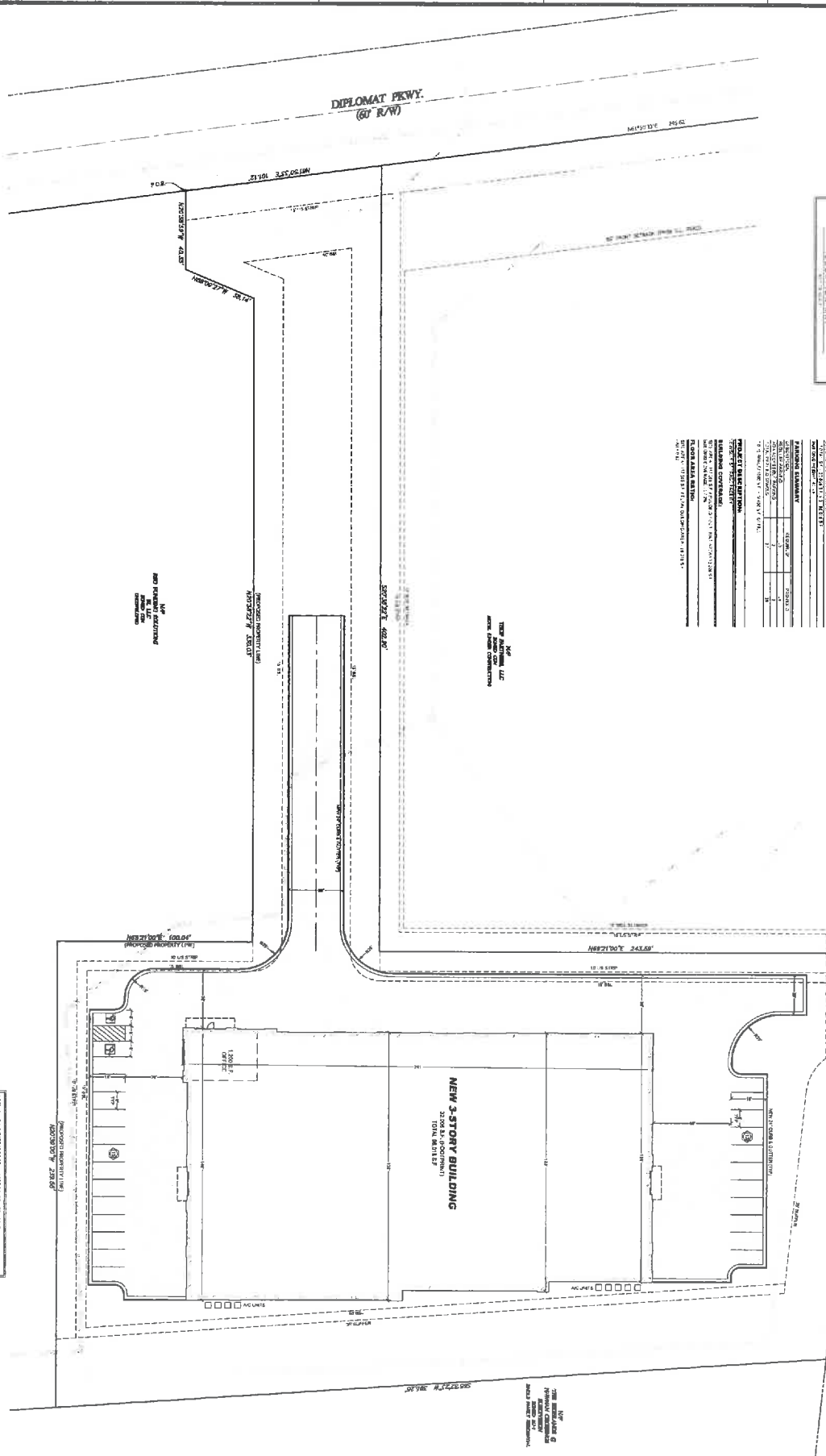
TAB 4

Certified Plat



Tab 5

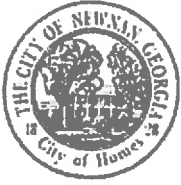
Conceptual Plan

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NO.	DATE	BY (NAME AND SIGNATURE)	

TAB 6

Proffered 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:

The Subject Property shall be CHV conditional for indoor climate controlled storage units only. No outdoor storage or long-term parking allowed.

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

Please see attached plans, profiles, pictures and other demonstrative materials submitted with the application.

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

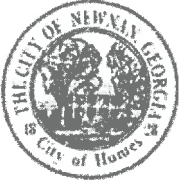
Signature of Applicant's Representative

Melissa D. Griffis, Attorney

Type or Print Name and Title

Jaime Lyn Fazio 07/23/2020
Signature of Notary Public Date





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:

The Subject Property shall be CHV conditional for indoor climate controlled storage units only. No outdoor storage or long-term parking allowed.

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

Please see attached plans, profiles, pictures and other demonstrative materials submitted with the application.

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

Melissa D. Griffis, Attorney
Type or Print Name and Title

Signature of Notary Public

Date

(Affix Raised Seal Here)



TAB 7

Disclosure of Campaign Contributions And Gifts



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on July 31, 2020 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

Village Square at Newnan Crossing – portion of Parcel N

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]
Signature of Applicant

Adam Goldstein - Asst Mayor
Type or Print Name and Title

Signature of Applicant's Representative

[Signature]
Signature of Notary Public

Date



Melissa D. Griffis, Attorney
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 July 31, 2020 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

Village Square at Newnan Crossing – portion of Parcel N

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

Type or Print Name and Title

Melissa D. Griffis, Attorney
Type or Print Name and Title

Signature of Applicant's Representative

7-27-2020

Signature of Notary Public

Date



(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.

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 REO FUNDING SOLUTIONS III, LLC

Telephone Number _____

Address of Subject Property Village Square at Newnan Crossing

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

WILLIAM STEPHEN VENABLE JR
VICE PRESIDENT

Personally appeared before me

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

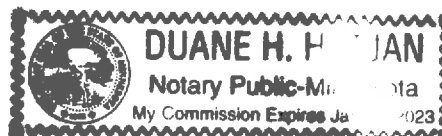
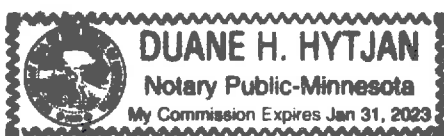
Notary Public

Date

July 22, 2020



(Affix Raised Seal Here)



TAB 9

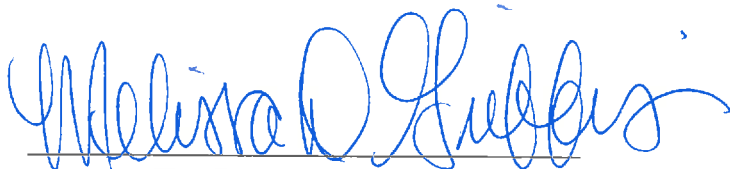
Authorization of Attorney



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 7-31-2020

TAB 10

Community Impact Study (Not Applicable)

TAB 10

Photo Renderings









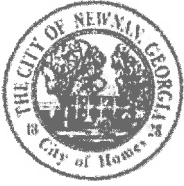
TAB 11

Filing Fee

(\$540.50) 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.



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 10, 2020

HAND DELIVERY

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

RE: Application of Turnstone Group, LLC for Rezoning for Indoor Storage
Village Square at Newnan Crossing, Newnan, Georgia

Dear Ms. Dunnavant:

Please find attached correspondence from the homeowners association in support of the rezoning request for the indoor storage units previously filed with the City. The attached letter is from the Community Association Management which is the agent for Highlands at Newnan Crossing HOA, Inc.

The Association states that they believe it is in their best interests for the rezoning to be approved. Please add said correspondence to our rezoning application packet that is shared with the Planning Commission and Mayor and Council members.

Yours Truly,

Melissa D. Griffis

MDG/kr
Enclosure(s)



Agent for Highlands at Newnan Crossing HOA, Inc.
101 Devant Street, Suite 904
P.O. Box 143089
Fayetteville, GA 30214
(770) 692-0154
(770)-692-0156 Fax
www.camga.com

Newnan City Hall
25 Lagrange Street
Newnan, GA 30263

Newnan City Council or to whom it may concern,

The homeowners of the Highlands at Newnan Crossing request that the Newnan City Council approve the Turnstone Group request for rezoning of the approximately 3-acre property that is adjacent to our development. The homeowners believe a rezoning from commercial to industrial to allow for an indoor storage facility would be in our areas best interest. An indoor storage facility would limit traffic in the area and as we understand the proposed building would not have windows that would overlook our homes. For these reasons our homeowner's association hopes you will approve this rezoning request.

If you have any questions, please contact Chloe Reid at creid@camga.com.

Thank you,

Highland at Newnan Crossing HOA, Inc.



City of Newnan, Georgia - Mayor and Council

Date: August 25, 2020

Agenda Item: Consideration of Release of a Request for Proposal (RFP) for the construction of a Pickleball Facility to be located at 4 Joseph Hanna Blvd.

Prepared By: Ronda Helton, City Manager's Office

Purpose: To consider the approval for staff to release the Request for Proposal for the construction of a Pickleball Facility to be located at 4 Joseph Hanna Blvd.

Background: Upon receiving direction from Newnan City Council, City staff released a RFP for Professional Architectural Services for the Newnan Pickleball Facility October 28, 2019. Proposals were received on December 3, 2019. HGOR was selected as the design team. On January 14, 2020 the City of Newnan entered into a contract with HGOR to manage a programming exercise, provide design documents and a cost estimate for the pickle ball facility. The design team had numerous conversations with the pickle ball community, including formal and informal pickle ball players in Coweta County. In addition, City staff and the City's program manager, Comprehensive Program Services, believe the current design meets the charge of the Newnan City Council and will be a great addition to the City's numerous recreation assets.

Funding: Estimated cost is \$2,245,765. An truer cost and overall budget would be determined after actual bids for construction are received.

Recommendation: To approve the release of a RFP for the construction of a Pickleball Facility as presented by Comprehensive Program Services.

Previous Discussion with Council: City Council awarded and entered into an Architectural Agreement with HGOR for the design and cost estimating on January 15, 2020.



Newnan Pickleball Facility City Council Presentation

Steve Mauro

Agenda

- Project Team and Thanks!
- Overview/Design Process
 - Pickleball Courts
 - Restroom/Pavilion
- Project Budget

Thank You!

Project Evaluation Committee

Cleatus Phillips
Hasco Craver
Ronda Helton
Mike Furbush
Katie Mosley



Project Design Team

Lauren Standish
Matt Mitchell



Community Engagement

Billy Perkins
Tom Murty
And the Pickle Ball Community at large

Overview

- Design-Bid-Build Method
- RFQ Posted- October 28, 2019
- Design Contract Awarded to HGOR: January 15, 2020

Pickleball Facility - Site



Pickleball Facility



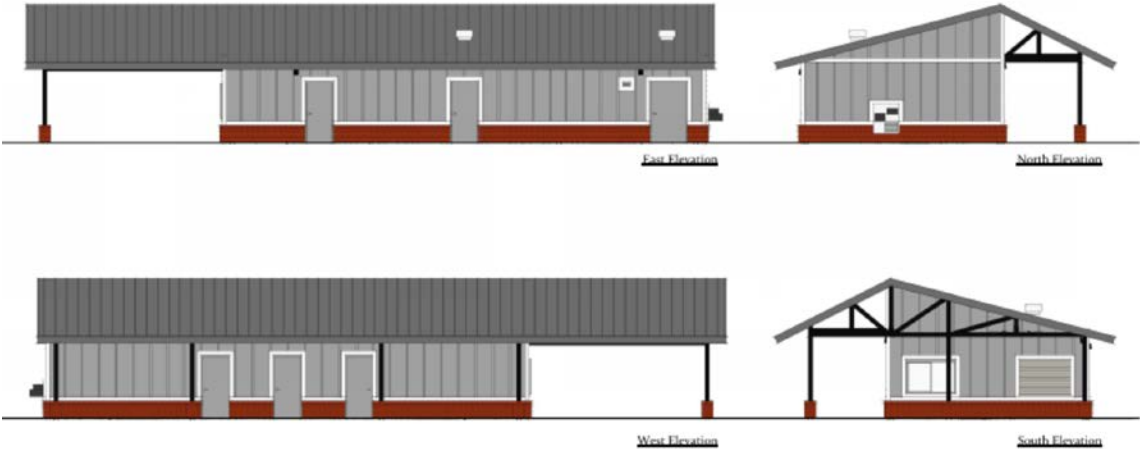
Pickleball Courts – Pedestrian Flow in/out of Facility



Restroom/Pavilion Building



3d Eye Level



Exterior Elevations



Restroom/Pavilion Building



Cost and Schedule

- CPS is recommending Council to approve bidding for Construction.
- The estimated Program Budget: \$2,245,764.50



City of Newnan, Georgia - Mayor and Council

Date: August 25, 2020

Agenda Item: Consideration of Guaranteed Maximum Price Contract Amendment, Amendment to Program Services Contract and Overall Project Budget for C. Jay Smith Park and Pickett Field at Lynch Park Renovations

Prepared By: Ronda Helton, City Manager's Office

Purpose: To request City Council to consider the approval of a (GMP) Contract Amendment with New South Construction for the renovations of C. Jay Smith Park and Pickett Field at Lynch Park, consider the Contract Amendment with Comprehensive Program Services and to consider the approval of the overall budget for both projects.

Background: On October 25, 2019 the Newnan City Council approved a design-builder agreement with New South Construction to facilitate the design and construction related to the redevelopment of both C. Jay Smith Park and Pickett Field at Lynch Park. The project team has promoted collaboration between the contractor, design team, City staff, citizens and numerous other community organizations to develop a high quality design for both parks. More specifically, the C. Jay Smith portion of the project will include the following improvements: Skate Park, pump track, LINC section, active playground, restroom and pavilion facilities, additional parking, pedestrian connection to the adjacent Farmer Street Cemetery and a splash pad. In addition, the improvements at Lynch Park will include the installation of a synthetic turf field as well as enhanced lighting and an improved concession/restrooms facilities at Pickett Field. City staff is confident that the improvements, as described herein, meet the desires of both the Newnan City Council as well as the community and citizen groups utilizing the parks.

Funding/Budget:
SPLOST 2019

C Jay Smith & Lynch Park Total Budget	
Construction	
C. Jay Smith	\$ 4,780,517
Lynch Park	\$ 1,630,294
Program Management Services	\$ 250,000
Furniture, Fixtures & Equipment	\$ 247,503
Testing, Surveys and Etc.	\$ 50,000
Owner Contingency	\$ 150,000
Total Overall Budget	\$ 7,108,314

Recommendation: Staff recommends the approval of the Guaranteed Maximum Price (GMP) Contract, overall budget as presented and recommended by Comprehensive Program Services (CPS) and the Amendment with Comprehensive Program Services for project construction oversight.

Previous Discussion with Council: On August 5, 2019 City Council approved a contract with Comprehensive Program Services to assist in the construction procurement and management of the renovations of C Jay Smith Park and Pickett Field at Lynch Park. On October 25, 2019 City Council approved a design - build contract with New South Construction.



August 17, 2020

Steve Mauro
Comprehensive Program Services
3368 Hardee Avenue
Atlanta, Ga 30341

Subject: CON- C Jay Smith Park

Steve,

New South Construction is pleased to submit the following proposal. This offer has been generated using the information provided in conjunction with our knowledge and experience of the project. For the lump sum price of **Five Million One Hundred Twenty-Six Thousand Two Hundred and Sixty-Seven Dollars (\$5,126,267.00)**, New South proposes to furnish all supervision, labor, materials, incidentals, and construction services to perform the following scope of work:

General Conditions

- **Project Duration: 8.5 months**
- The budget is based on the schematic design drawings provided by HGOR dated 7/15/2020 and any other pertinent design documents.
- Provide full time supervision and management.
- Design contingency of 2% totaling \$80,544.00
- CM Contingency of 4% totaling \$161,087.00
- **Previously Approved Design Fees of \$345,750 are included.**

General Requirements

- Provide construction fencing.
- Provide temporary toilets.
- Provide construction office trailer.
- Provide erosion control
- Provide surveying/ layout.
- Provide private utility locate.
- Daily cleanup is included.
- Final clean is included.

Restroom/ Pavilion

- Provide and install retaining wall w/ decorative rail.
- Provide and install retaining wall leading to skatepark.
- Provide and install pre-engineered metal building structure/ roof system for restroom and pavilion.
 - Allow 4 weeks to design.
 - Allow 6-8 weeks from release.
- Provide and install concrete slab for restroom and pavilion.
- Provide and install CIP steps.
- Provide and install painted steel handrails.
- Provide and install panels on underside of pavilion between joists.
- Provide and install three (3) single hollow metal doors/ frames.
- Provide and install one (1) double hollow metal door/ frame.
- Provide and install door hardware.
- Provide and install heavy gauge framing for exterior walls.
- Provide and install light gauge framing for interior partitions.
- Provide and install exterior sheathing.
- Provide and install interior gypsum board 6" above ceiling in restrooms.
- Provide and install interior gypsum board to deck in back of house area.
- Provide and install hard gypsum board ceilings in Men's/ Women's/ Family restrooms.
 - **Ceilings are to be 8' AFF.**
- Provide and install FRP vertically in Men's/ Women's/ Family restroom.

NEW SOUTH CONSTRUCTION COMPANY, INC.
1180 WEST PEACHTREE STREET, SUITE 700, ATLANTA, GA 30309,
(404) 443-4000, FAX (404) 443-4100

- Provide and install interior paint in back of house area.
- Provide and install interior ceiling paint.
- Exterior pavilion structure is to be painted.
- Provide and install stainless steel toilet stalls/ urinal screen in Men's restroom.
- Provide and install stainless steel toilet stalls in Women's restroom.
- Provide and install three (3) 24 x 36" mirrors.
- Provide and install five (5) toilet paper dispensers.
- Provide and install five (5) hand dryers.
- Provide and install three (3) sanitary napkin dispensers.
- Provide and install three (3) changing tables.
- Plumbing fixtures and associated work are included.
 - Assumes three (3) toilet fixtures for men/ women.
 - Assumes one (1) toilet fixture for family.
- Provide and install one exhaust fan.
- Provide and install ductwork to each restroom for exhaust fan.
- Provide and install register grille for exhaust fan.
- Provide and install wall heaters in restrooms and back of house area.
- Provide and install lighting in restrooms.
- Provide and install lighting in back of house areas.
- Provide and install convenience outlets.
- Provide and install new house panel.
- Hook up/ Install 200A Splashpad Panel.

Playground/ Splashpad

- Provide playground equipment/ splashpad features based off previous meetings.
- Splashpad is to have flush grade features.
- Design incorporates utilizing the existing playground.
- Recirculating pump is included.
- UV filter is included.
- Pump controller is included.
- 200 A panel for equipment is included.
- Provide and install white PVC fencing.

Skatepark

- Provide all grading for skatepark features.
- Utilize soil graded from site to achieve all elevations. No haul in is included.
- Provide and install storm piping and assembly.
- Tie-in storm piping.
- Form and install re-steel for skatepark, pump track, and features.
- Provide and install shotcrete on vertical features.
- Provide and install concrete flatwork.
- Seating along backside of skate bowl.
- Provide and install steps in skate plaza area.
- Provide and install coping around skate bowl.
- Provide and install artificial turf in pump track area.
- Provide and install AT&T planter.

Hardscapes/ Landscaping

- Hardscape sidewalk for LINC trail is included.
- Playground hardscapes/ CIP Steps.
- Provide and install painted handrails for CIP steps.
- Striping of LINC is included.
- Provide and install bollards for LINC crosswalk.
- An allowance of \$250,000 has been allocated for landscaping.
- Provide and install asphalt paving with curb and gutter.

Sitework

- Site demolition is included.

- Clearing and grubbing is included.
- Mass Grading of site is included.
 - Site to be balanced.
- Soil not hauled off is assumed to be reusable.
- **If haul off is required, please add the below rates:**
 - Mass Rock: \$85/CY
 - Unsuitable: \$35/CY
 - Suitable: \$35/CY
- Fine grading of site is included.
- Provide and install new waterline/ BFP/ meter assembly.
- Provide and install sanitary piping and accessories.
- Provide and install storm piping/ structures/ and accessories.
- Provide conduit/ power for site lighting.
 - Pedestrian
 - Parking Lot
 - Skatepark
 - Pump Track
 - Skatepark/ Pump Track/ Pedestrian/ Parking Lot lighting to be provided and installed by CON.

Assumptions and Clarification

- Material testing is not included.
- Handling of hazardous materials is not included.
- Dewatering is not included.
- Permitting Fees are not included.
- FFE is not included.
- NPDES/ EPD plan, monitoring, and testing is not included.
- Any costs and work associated with relocation of existing utilities are not included.
- Removal of mass rock is not included.
- Improvements to existing playground equipment is not included.
- Meter and tap fees are not included.
- Lane closures/ Permitting/ Associated Fees are not included.

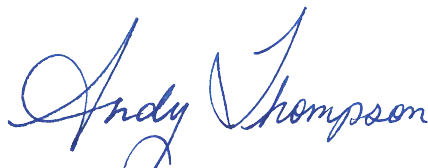
Pricing

The following price for the above scope of work, which includes one (1) mobilization during normal working hours, labor, material, equipment, tools, taxes, insurance, supervision, overhead and all other cost necessary for the execution of the Scope of Services. This price is valid for thirty (30) days from the date of this proposal.

We appreciate the opportunity to present this proposal to you and look forward to being of service. If this proposal is acceptable to you, please notify us as so, and forward the necessary purchase order documents. We will proceed upon your authorization. If you have any questions or require future assistance, please do not hesitate to contact me.

Sincerely,

New South Construction, INC.



Andy Thompson
Project Manager
Cc. 19.587 pricing file

CON C Jay Smith Breakdown

Description	Amount
General Conditions	\$ 267,900
General Requirements	\$ 191,104
Retaining Walls	\$ 133,080
Parking Lot	\$ 101,724
Restroom/ Pavilion	\$ 369,218
Playground	\$ 462,231
Skatepark	\$ 1,743,372
Hardscapes	\$ 217,507
Site Lighting Infrastructure	\$ 35,850
Sitework	\$ 340,947
LINC Striping/ Bollards	\$ 11,450
Subtotal	\$ 3,874,383
Bonds/ Insurances	\$ 164,575
Subtotal w/ Insurances	\$ 4,038,958
Design Contingency (2%)	\$ 80,779
DB Contingency (4%)	\$ 161,558
Fee (5.5%)	\$ 249,221
Landscaping Allowance	\$ 250,000
Total	\$ 4,780,517
Design/ Precon Fee	\$ 345,750
Total w/ Design	\$ 5,126,267



August 18, 2020

Steve Mauro
Comprehensive Program Services
3368 Hardee Avenue
Atlanta, Ga 30341

Subject: CON- Lynch Park

Steve,

New South Construction is pleased to submit the following proposal. This offer has been generated using the information provided in conjunction with our knowledge and experience of the project. For the lump sum price of **One Million Six Hundred Thirty Thousand Two Hundred and Ninety-Four Dollars (\$1,630,294.00)**, New South proposes to furnish all supervision, labor, materials, incidentals, and construction services to perform the following scope of work:

General Conditions

- **Project Duration: 3.5 months**
- The budget is based on the GMP drawings provided by HGOR dated 7/15/2020 and any other pertinent design documents.
- Provide full time supervision and management.
- Design contingency of 2% totaling \$27,992.00.
- CM Contingency of 4% totaling \$55,985.00

General Requirements

- Provide construction fencing.
- Provide temporary toilets.
- Provide surveying/ layout.
- Provide private utility locate.
- Provide erosion control
- Daily cleanup is included.

Restrooms/Concession Stand- New 2 Story Wood Frame Structure.

- MEP Make Safe.
- Demolish/ Haul off existing structure.
- Demo countertops/sinks in restrooms and concession area.
 - Replace with new P-Lam countertops.
 - Install new sinks in countertops.
- Provide and install new laminate countertops in scorer's box and concessions area.
- Install new exterior brick up to 8 ft.
- Install new hardy board siding from 8ft to roofline.
- Install new standing seam metal roof.
- Provide and install new doors/ frames/HW.
- Provide and install one (1) overhead coiling door at concession area.
- Provide and install stair assembly.
- Provide one (1) coat primer and two (2) coats of finish interior paint.
- Provide and install concrete sealer flooring on first floor.
- Provide and install flooring on second floor.
- Provide and install changing tables in restrooms.
- Provide and install new toilet accessories.
 - Stainless Steel Stalls
 - Mirrors
 - Soap Dispensers
 - Sanitary Napkin Dispensers
- Provide and install new plumbing fixtures.
- Provide and install new insta-hots for sinks throughout.

NEW SOUTH CONSTRUCTION COMPANY, INC.
1180 WEST PEACHTREE STREET, SUITE 700, ATLANTA, GA 30309,
(404) 443-4000, FAX (404) 443-4100

- Provide and install new exhaust fans.
- Provide and install wall heaters in concessions and restrooms.
- Provide and install new receptacles.
- Provide and install new switches w/ occupancy sensors.
- Provide and install new lighting

Artificial Turf

- Approximate size of field as 322'/345'/300' with a 90' basepath.
- Mass excavation and cut to subgrade with disposal of spoils.
- Cut and cap existing irrigation laterals within field limits
- Laser grade and compact subgrade.
- Provide 12"x8" concrete curb around perimeter of field.
- Furnish and install 2x4 PT nailer boards at concrete curbs.
- Furnish and install 12" & 8" perforated perimeter collector and tie into existing storm system.
- Furnish and install 4 oz. geotextile fabric full coverage on the turf limits of the field and trenches.
- Furnish and install 12" wide flat panel drains that will gravity feed into the collection drain.
- Provide & install new base pegs, pitching rubbers and home plates.
- Furnish and install 5" of base stone.
- Furnish and install 1" of finish stone.
- Laser Grade & compact stone base.
- Provide and install True-Hop Shaw Artificial Turf at mound and infield.
- Provide and install Legion 2.0 Shaw Artificial Turf in outfield.
- One-year warranty on all civil work.
- Includes all game markings
- 8-year Third party warranty.

Paving/Landscaping

- Demolish existing sidewalk/ paving
- Install new concrete pavement/sidewalks
- Allowance of \$15,000.00 for landscaping/ irrigation.

Fencing/Backstop

- Provide approximately 1,225 LF of 6 ft black coated chain link fencing for foul line and outfield.
- Provide 90 LF of 20 ft fence for back stop from start of dugout to start of dugout.
- Provide 1,225 LF of corrugated yellow cap.
- All location, excavation, and pouring of concrete footings included.
- Provide and install new foul poles.

Bleachers/Dugouts

- Provide spectator bleachers which include:
 - Aluminum angle understructure for 8" rise
 - 2 X 10 anodized aluminum seat plank
 - Single 2 x 10 mill finish aluminum foot plank
- Provide dugout bleachers which include:
 - Aluminum Square Tube & angle understructure
 - Provide 2 x 10 anodized seat plank and backrest with poly end caps
 - Provide rubber foot pads for dugout bleachers
- Provide and install two (2) dugouts.

Scoreboard

- Provide one (1) 14' x 5' scoreboard.
- Provide one (1) SL-400 Wireless system for scoreboard with carrying case.
- Existing scoreboard structure to remain.
- Electrical connection is included.

Assumptions and Clarifications

- Permitting fees are not included.

- Material testing is not included.
- Handling of hazardous materials is not included.
- Dewatering is not included.
- FFE, unless noted, is not included.
- NPDES/ EPD plan, monitoring, and testing is not included.
- Plumbing underground is assumed to be suitable to be reused for new restrooms.
- Any costs and work associated with utilities are not included.
- Removal of mass rock is not included.
- Meter and tap fees are not included.
- Lane closures/ Permitting/ Associated Fees are not included.

Pricing

The following price for the above scope of work, which includes one (1) mobilization during normal working hours, labor, material, equipment, tools, taxes, insurance, supervision, overhead and all other cost necessary for the execution of the Scope of Services. This price is valid for thirty (30) days from the date of this proposal.

We appreciate the opportunity to present this proposal to you and look forward to being of service. If this proposal is acceptable to you, please notify us as so, and forward the necessary purchase order documents. We will proceed upon your authorization. If you have any questions or require future assistance, please do not hesitate to contact me.

Sincerely,

New South Construction, INC.



Andy Thompson
Project Manager
Cc. 19.587 pricing file

CON Lynch Park Breakdown

Description	Amount
General Conditions	\$ 95,250
General Requirements	\$ 50,750
Restroom	\$ 293,000
Bleachers/ Dugout/ DR	\$ 49,077
Scoreboard	\$ 14,192
Artificial Turf	\$ 658,000
Fencing/ Backstop	\$ 66,900
Hardscapes	\$ 82,738
Sitework	\$ 89,245
Subtotal	\$ 1,399,151
Insurances/ Bonds	\$ 45,268
Subtotal w/ Insurances	\$ 1,444,419
Design Contingency (2%)	\$ 28,888
DB Contingency (4%)	\$ 57,777
Fee (5.5%)	\$ 84,210
Landscaping	\$ 15,000
Lynch Total	\$ 1,630,294



C.J. Smith and Lynch Park City Council Presentation

Steve Mauro

Agenda

- Project Team
- Overview/Design Process
 - CJ Smith Park
 - Linc
 - Restroom/Pavilion
 - Interactive Water Feature
 - Playground
 - Skate Park/Pump Track
 - Lynch Park
 - Turf
 - Support Facility Renovation
- Guaranteed Maximum Price

Thank You!

Project Committee

Cleatus Phillips

Hasco Craver

Ronda Helton

Mike Furbush

Katie Mosley

Community Recognition

Newnan/Coweta Skate Community

Bike Coweta

Leadership Coweta

- Class of 2019 working group
for Pump Track

SORBA / MTB Atlanta

Friends of the LINC

Parks Commission

Newnan Utilities

Project Team

CPS: Steve Mauro/Jalen Johnson

New South: Andy Thompson/Rob Ragan

HGOR: Lauren Standish/Matt Mitchell

(**Design Build Team:** Newline Skateparks and Great Southern Rec.)



Project Sites

CJ Smith Park



Lynch Park



Overview

- Design-Build Method
- RFQ- August 9th, 2019
- Bid Awarded to NSC/HGOR- September 26, 2019



CJ Smith Park

Five major elements:

- Linc Trail
- Restroom/Pavilion
- Interactive Water Feature
- Playground
- Skatepark/Pump Track



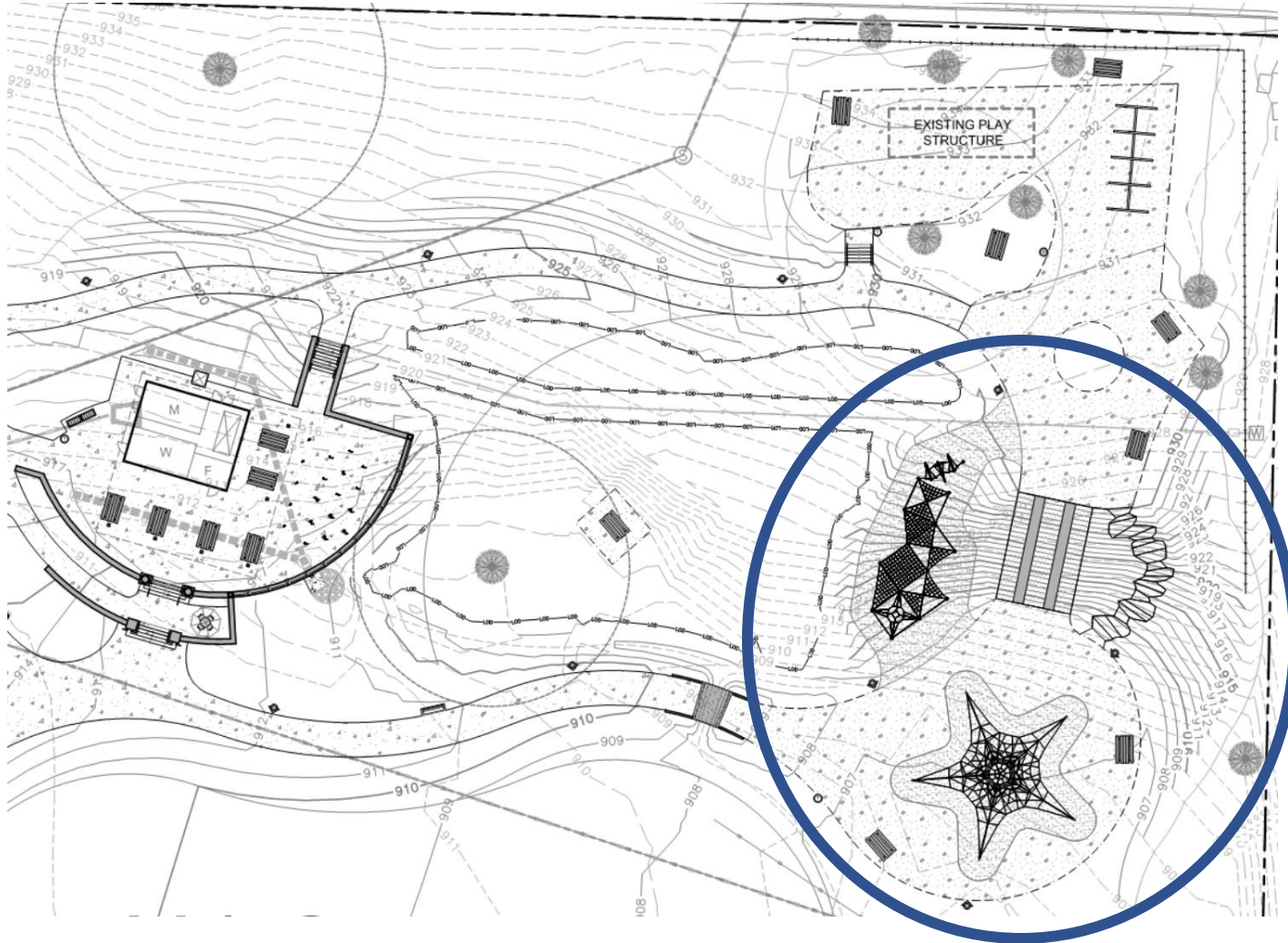
Restroom/Pavilion



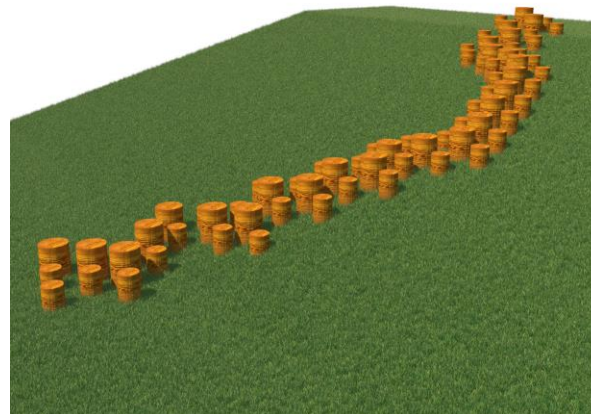
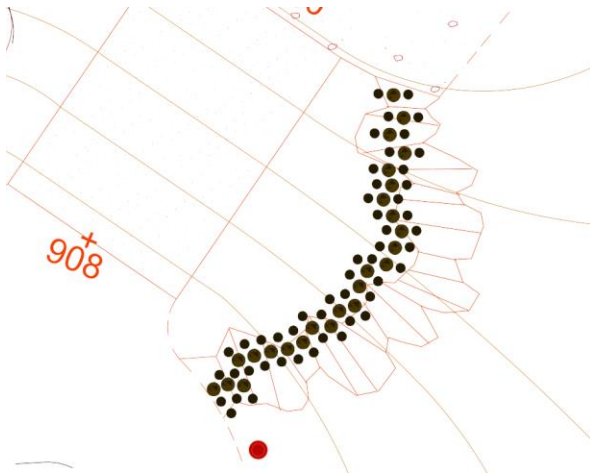
Interactive Water Feature



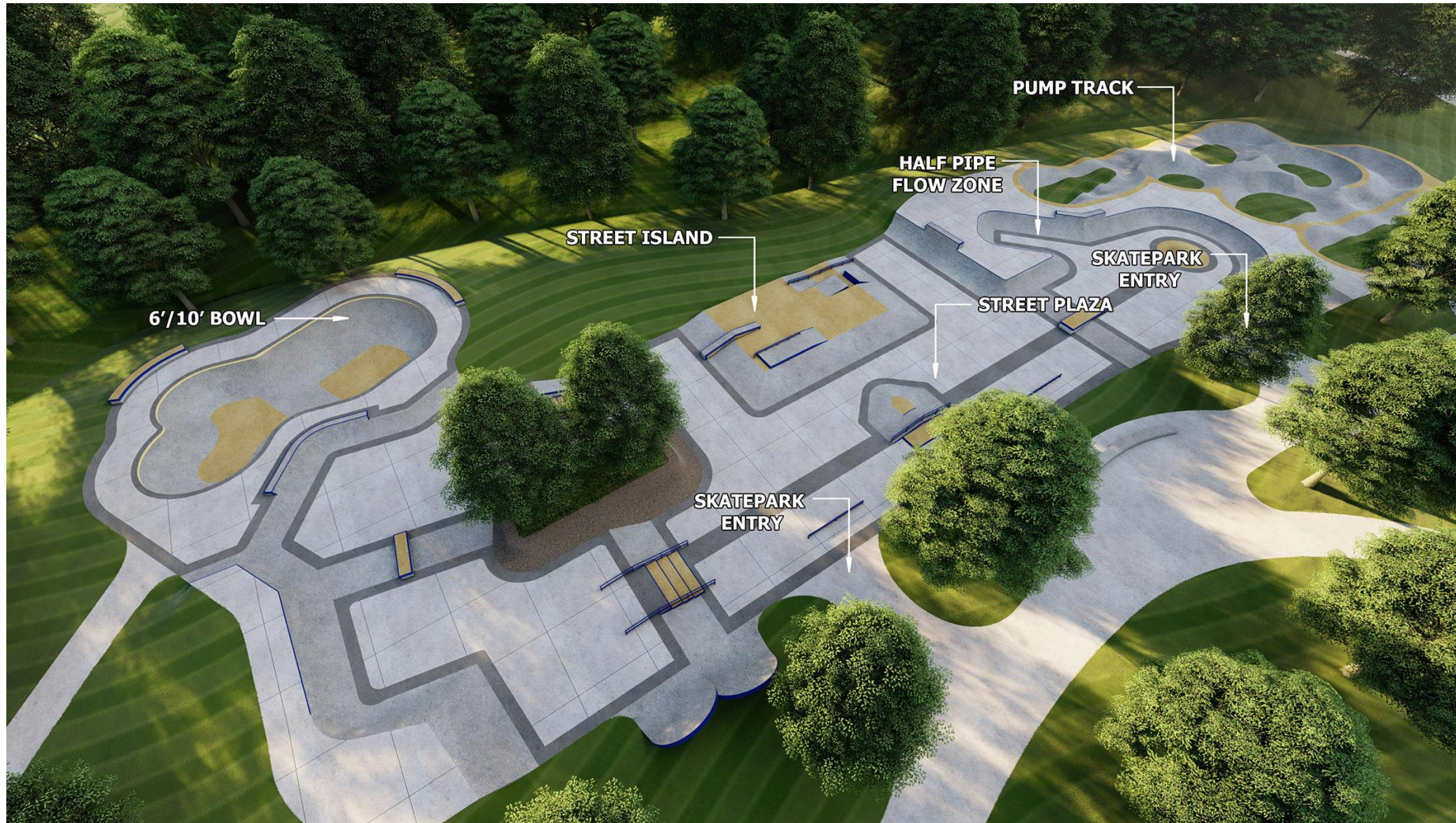
Playground Layout



Playground



Skate Park/Pump Track Overview



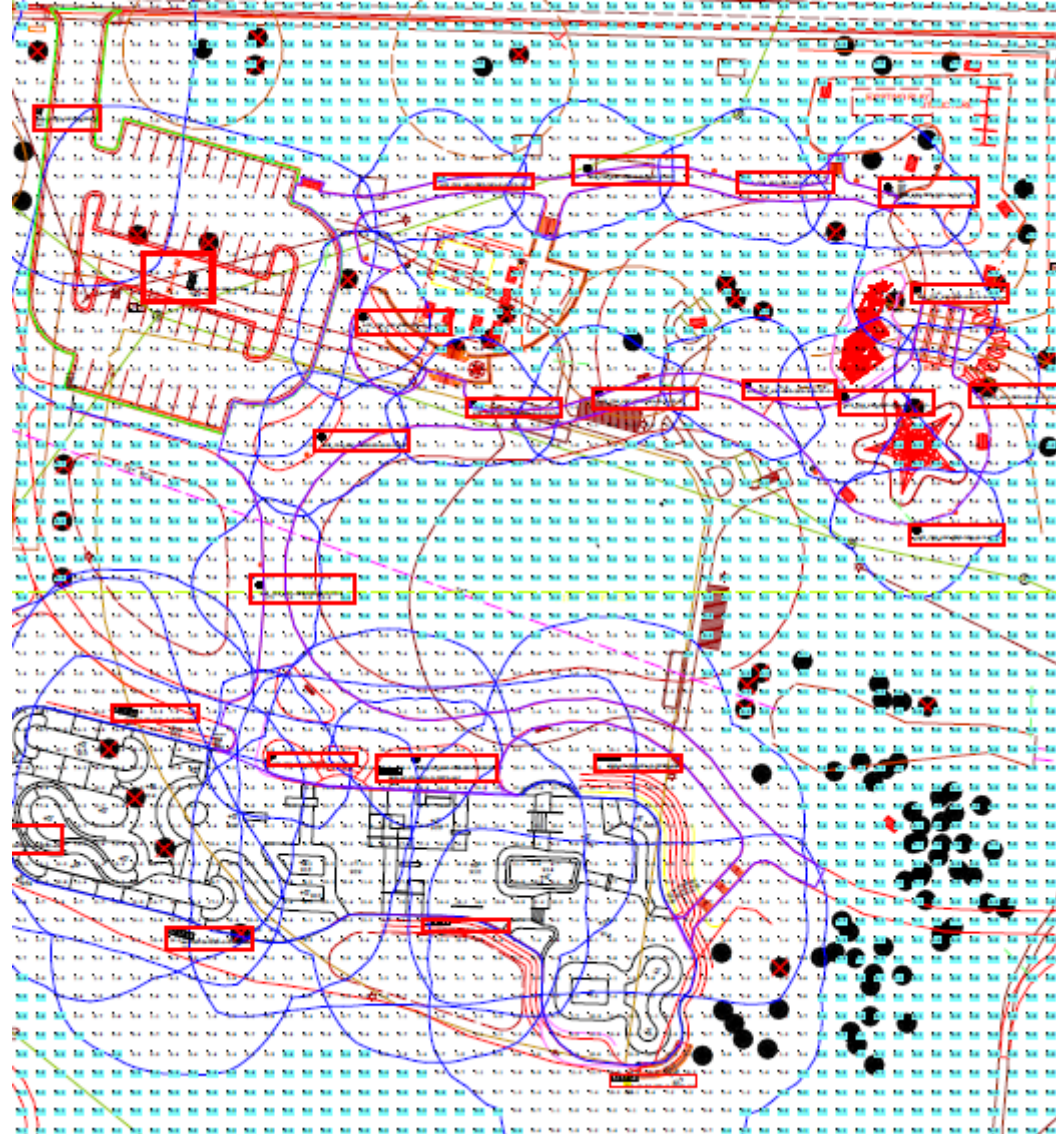
Skate Park



Pump Track



CJ Smith Lighting



Site Overview



Overview of Lynch



Newnan, GA
July 15, 2020

NEWNAN PARKS PROJECT
Lynch Park Master Plan

Overview of Lynch Park

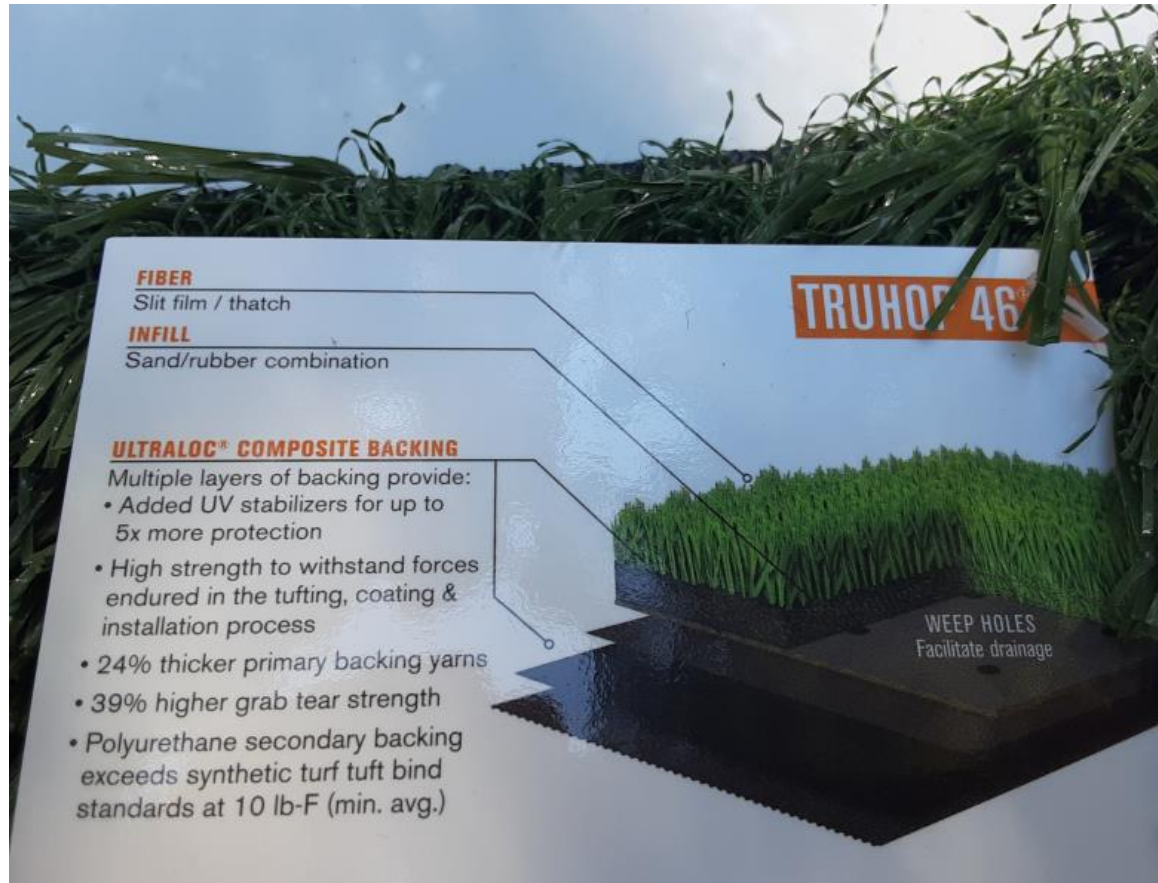
- Restroom Building Renovation
- Artificial Field Turf
- Park Lighting



Newman, GA
July 15, 2020

NEWMAN PARKS PROJECT
Lynch Park Master Plan

Turf

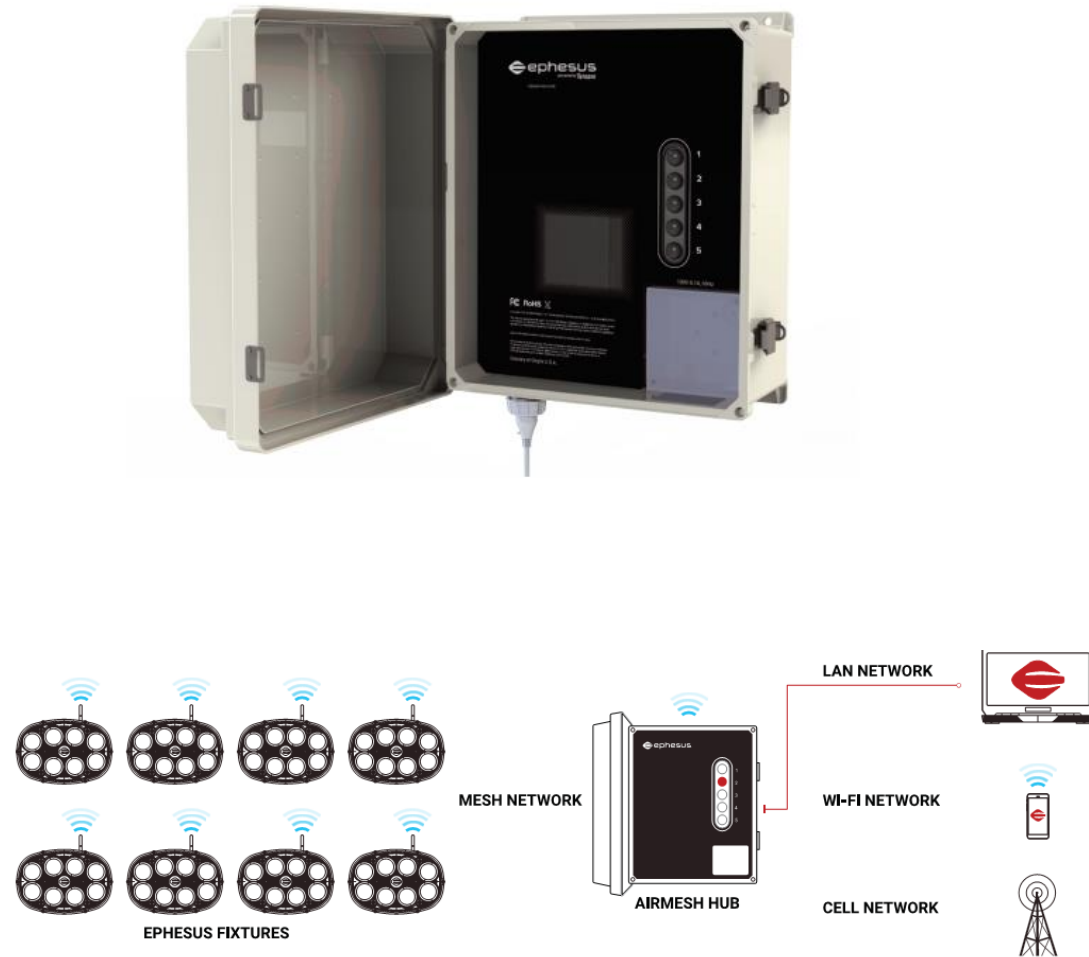


Infield



Outfield

Lynch Park Lighting - Retrofit



Overview of Lynch



Pricing

CJ Smith Park:

Construction Cost: \$4,780,517.00

Lynch Park:

Construction Cost: \$1,630,294.00

Total GMP for City of Newnan Parks
Project:

Total: \$6,411,811.00

Cost and Schedule

- CPS recommends approval to amend the Design/Build Contract for both C.J Smith and Lynch Park for a GMP amount of \$6,411,811.00
- Tentative Schedule:
 - NTP- September 2020
 - Construction to begin October 2020
 - Expected Completion: Summer 2021



Comprehensive
Program Services

August 18, 2020

Mr. Cleatus Phillips
Office of the City Manager
City of Newnan
25 LaGrange Street
Newnan, GA 30263

Re: City of Newnan – Parks Projects – CJ Smith Park & Lynch Park Amendment to the Owners Representation Agreement Contract

Dear Mr. Phillips,

CPS proposes approval of a Contract Amendment to the Owners Representation Agreement Contract dated September 19th, 2019 for program management services on the upcoming projects at CJ Smith Park & Lynch Park. Our proposed services include:

PHASE 4: Construction

4.0 Award Representation

- 4.06 Contract negotiations
- 4.07 Preparation and award of contract

4.1 Construction Representation

- 4.10 On-site construction representation based on delivery method
- 4.11 Monitor labor and materials progress
- 4.12 Coordinate information flow
- 4.13 Coordinate progress payments
- 4.14 Resolve conflicts
- 4.15 Change order control and processing
- 4.16 Technical inspections
- 4.17 Detailed check-out and punch lists
- 4.18 Quality control monitoring
- 4.19 Monitor and address quality of workmanship
- 4.20 Monitor and address quality of materials
- 4.21 Continuous monitoring and reporting

4.3 Financial Management

- 4.30 Status reports on payments, funding, allocations and project cost
- 4.31 Cash flow projections
- 4.32 Budget impact analysis

4.4 Claims Control

- 4.40 Prevention measures through aggressive management

- 4.41 Reporting on potential claims and recommended action
- 4.42 Impact analysis
- 4.43 Recommendation for action

4.5 Schedule Management

- 4.50 Upfront review of construction sequencing and methods
- 4.51 Detailed monitoring and coordination of construction scheduling
- 4.52 Continuous updates of schedule

PHASE 5: Transition

5.0 Operational transition

- 5.00 Assist in development of policy and procedure manuals
- 5.01 Detailed check out of systems
- 5.02 Develop energy management plan
- 5.03 Assist in negotiations with utilities

5.1 Maintenance Set Up

- 5.10 Develop Computerized Maintenance Management System
- 5.11 Determine spare parts and store control
- 5.12 Assist in training of maintenance staff
- 5.13 Assemble equipment operations manual
- 5.14 Develop warranty follow up procedures

Our fee to provide these services is \$250,000. Upon approval, we are available to immediately begin this work. We sincerely appreciate the opportunity to work with the City of Newnan.

Sincerely,

Comprehensive Program Services, Inc.

Steve Mauro
Vice President

City of Newnan, GA

Keith Brady
Mayor, City of Newnan

Notary

Approved as to form:

City Clerk

City Attorney

OWNER'S REPRESENTATIVE AGREEMENT

Between

City of Newnan, GA

And

Comprehensive Program Services, Inc.

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CITY OF NEWNAN, GA/COMPREHENSIVE PROGRAM SERVICES
OWNER’S REPRESENTATIVE AGREEMENT

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OWNER'S REPRESENTATIVE AGREEMENT

THIS AGREEMENT is made and entered into as of the 5th day of August, 2019, by and between **CITY OF NEWNAN, GA** (hereinafter referred to as "Owner"), and **COMPREHENSIVE PROGRAM SERVICES, INC.**, a Georgia corporation (hereinafter referred to as "Owner's Representative").

BACKGROUND INFORMATION

Owner desires to retain the services of an Owner's Representative to assist Owner in managing the planning, design and construction services required for the City of Newnan Parks Project (CJ Smith Park & Lynch Park). Owner has selected Comprehensive Program Services, Inc. as the entity to be engaged as the Owner's Representative for this Project. Owner and Owner's Representative desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the foregoing.

STATEMENT OF AGREEMENT

In consideration of the mutual covenants and agreement herein contained, the compensation to be paid to Owner's Representative hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. DEFINITIONS

In addition to any other terms which are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

1.1 **"Schedule"** means the schedule of all activities to be managed by Owner's Representative, including estimated duration for each activity, as submitted by Owner's Representative to Owner with Owner's Representative's request for Owner's approval thereof as, and as approved by Owner as, the Approved Schedule.

1.2 **"Completion"** means the later of (a) substantial completion of construction of the Improvements constituting the Project to be constructed, which shall in any event be deemed to have occurred upon the occurrence of any of the following events: (i) the issuance by the Project Architect of a certificate of substantial completion of those Improvements; (ii) the issuance by the appropriate governmental authority of a certificate of occupancy for those Improvements; or (iii) the commencement of beneficial occupancy of those Improvements by Owner or persons or entities claiming under Owner.

1.3 **"Owner's Representative Fee"** means the fee to be paid by Owner to Owner's Representative pursuant to Sections 7.1 and 7.2 of this Agreement.

1.4 **"Expiration Date"** means the date three hundred sixty-five (365) days after the date of Completion of the last project completed by Owner's Representative, during which time the Owner's Representative will assist the Owner in obtaining punch list completion, training, close out documents and construction warranty satisfaction from the parties who construct the Improvements, and assisting Owner in occupying, equipping and furnishing the Project.

1.5 **"Improvements"** means, collectively, all buildings, structures and other improvements (including all site development improvements and landscaping) to be developed on the Site pursuant to this Agreement.

1.6 **"Project"** means the Site and the Improvements.

1.7 **"Project Costs"** means the total of all costs and expenses incurred by or on behalf of Owner with respect to the Development Matters, including all amounts to be paid under agreements entered into by Owner's Representative or Owner with third parties pursuant to this Agreement.

1.8 **"Site"** means that certain tracts or parcels of land located in Newnan GA 30263, upon which the Improvements are to be developed and constructed, as contemplated by this Agreement.

ARTICLE 2. ENGAGEMENT OF OWNER'S REPRESENTATIVE

2.1 Engagement of Owner's Representative. Owner hereby engages Owner's Representative to perform the service specified in this Agreement, subject to and in accordance with the terms and provisions of this Agreement.

2.2 Acceptance by Owner's Representative. Owner's Representative hereby accepts its engagement by Owner and agrees to perform the services specified in this Agreement for the benefit of and on behalf of Owner, subject to and in accordance with the terms and provisions of this Agreement.

ARTICLE 3. NATURE OF ENGAGEMENT

3.1 Status of Owner's Representative. In the performance of its duties and obligations under this Agreement, Owner's Representative is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of Owner. Owner's Representative shall act solely as the agent of Owner in the performance of its duties and obligations under this Agreement. Except for agreements between Owner's Representative and persons providing it with personnel as provided in Section 5.3 of this Agreement, Owner's Representative shall obtain Owner's prior approval of such contracts and agreements by presenting such contracts and agreements to the City Council in an open meeting.

3.2 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between Owner and Owner's Representative.

ARTICLE 4. TERM OF AGREEMENT

4.1 Term. The term of this Agreement shall commence on the date hereof, and shall continue, unless sooner terminated as herein provided, until the Expiration Date.

4.2 Performance. Owner's Representative shall not be obligated to perform services under this Agreement after the Expiration Date unless authorized for additional services and compensation.

ARTICLE 5. OWNER'S REPRESENTATIVE'S SERVICES

5.1 Description of Services. The Owner's Representative's basic services to be performed by Owner's Representative are set forth on Exhibit "A," attached hereto and incorporated herein by reference.

5.2 Nature of Owner's Representative's Services and Responsibilities. Owner acknowledges and agrees that Owner's Representative's responsibilities under this Agreement consist solely of advising and consulting with Owner in connection with certain matters pertaining to the Project, and coordinating and monitoring the activities of the design and engineering professionals, contractors and other third parties on behalf of Owner. Owner further acknowledges that Owner's Representative is not itself preparing any design or engineering plans or specifications or performing any of the construction or furnishing any of the materials required for the Project; and, accordingly, Owner agrees that Owner's Representative shall have potential liability only with regard to the management services rendered and not for any "professional" services rendered involving plans, designs or specifications provided, construction work performed, or

materials furnished by others (including without limitation any architect, engineer, Owner's Representative or contractor) in connection with Owner's Representative's responsibilities under this Agreement. Owner's Representative is not providing legal assistance or advice to Owner in connection with such negotiations or otherwise. Owner's Representative will use its best efforts to assist the Owner in identifying and mitigating any hazardous materials that may exist relative to the Project.

5.3 Owner's Representative's Team. Owner hereby authorizes Owner's Representative to enter into appropriate agreements, if deemed necessary, to procure the services of additional personnel to carry out Owner's Representative's obligations under this Agreement. The services of any such additional personnel are included within the Owner's Representative's Fee. Owner's Representative shall be responsible for directing and monitoring the performance of such personnel.

5.4 Key Personnel. Owner's Representative shall assign Eric L. Johnson to the project and maintain this key personnel on the project throughout the term of this Agreement. The key personnel shall not be removed from the project unless consented to in writing from the Owner. Owner shall not unreasonably withhold consent for the release of key personnel. Pursuant to the work, additional key personnel can be identified.

5.5 Owner's Representative's Services Not Exclusive. Owner's Representative shall be free to provide services to other local governments and private clients during the term of this Agreement. Owner's Representative shall disclose to the Owner potential conflict of interest or actual conflict of interest. City of Newnan, GA maintains the authority to terminate this Agreement if the Owner's Representative has an actual conflict of interest.

ARTICLE 6. OWNER'S OBLIGATIONS

6.1 Costs and Expenses. Except as expressly set forth in this Agreement to the contrary, Owner shall bear all approved costs and expenses of the project. Services performed by Owner's Representative under this Agreement shall be paid by the Owner in accordance with the terms of this Agreement.

6.2 Owner's Cooperation. In performing its functions hereunder, Owner shall act diligently and in good faith in cooperation with Owner's Representative in matters relating to the projects. Owner shall act as reasonably expeditiously as possible and in accordance with applicable law on all requests by Owner's Representative for approval and execution of any contract, agreement or other document pertaining to the projects. In exercising its rights of approval, Owner shall use its discretion, act reasonably and in good faith. Owner's Representative acknowledges that Owner is subject to O.C.G.A. §§ 13-10-90 *et seq.*, 36-10-1, 36-91-1 *et seq.*, 50-14-1 *et seq.*, and 50-18-72 *et seq.* Owner's Representative further acknowledges that the Owner can only make decisions in an open duly advertised meeting of at least a quorum of the City Council. Owner's meeting schedule is the second and fourth Tuesday of each month. Requests to place an item on the agenda are due eleven days before the meeting.

ARTICLE 7. COMPENSATION

7.1 Owner's Representative Fee. The Owner's Representative shall submit monthly payments for services rendered.

The Owner's Representative's Fee for Phase 1 through Phase 3 services detailed in "Exhibit 'A'" shall be a lump sum of \$50,000.00.

7.2 Additional Services. If the scope of the Project or the services required of Owner's Representative materially expand, or if Owner's Representative is materially delayed through no fault of its own in providing its services, from the terms of this Agreement, any exhibits to this Agreement, any documents incorporated herein, and any written amendments or modifications of this Agreement, the

Owner's Representative's Fee for such additional services shall be negotiated and agreed to in a written amendment to this Agreement by the Owner's Representative and Owner.

7.3 Reimbursable Expenses. Owner's Representative shall be reimbursed for out-of-pocket costs and expenses incurred by virtue of a specific request of the Owner. Such costs and expenses include reproduction and printing services for Construction Documents, courier services and overnight delivery if specifically requested by Owner. Owner's Representative shall notify the Owner of any such cost and will obtain prior approval for all reimbursable expenses.

7.4 Contracted Services. Owner's Representative shall be reimbursed for services contracted at Owner's request within thirty (30) days after submission to Owner of statement therefore, together with such supporting material and detail as may be reasonably required by Owner.

ARTICLE 8. DEFAULT AND REMEDIES

8.1 Default by Owner's Representative. Owner's Representative shall be in default under this Agreement if Owner's Representative fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Owner with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such failure to perform if Owner's Representative commences such cure within thirty (30) days after receipt of written notice from Owner and thereafter proceeds diligently and in good faith to cure.

8.2 Owner may terminate this Agreement by giving Owner's Representative written notice of such termination, in which event this Agreement shall be terminated at the time designated by Owner in its notice of termination to Owner's Representative.

8.2.1 With or without terminating this Agreement, Owner may bring an action against Owner's Representative as a result of, by reason of or in connection with such default.

8.3 Default by Owner. Owner shall be in default under this Agreement if Owner fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Owner's Representative with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such failure to perform if Owner commences such cure within thirty (30) days after receipt of written notice from Owner's Representative and thereafter proceeds diligently and in good faith to cure.

8.4 Recovery of Expenses. In the event of the occurrence of a default hereunder, the prevailing party shall, in addition to its other rights and remedies hereunder, have the right to recover from the party in default all reasonable costs and expenses incurred by the prevailing party in enforcing its rights and remedies hereunder, including reasonable attorneys' fees. The termination of this Agreement by either Owner's Representative or Owner by reason of default by the other party shall not relieve either party of any of its duties and obligations theretofore accrued under this Agreement prior to the effective date of such termination.

ARTICLE 9. EXPIRATION, TERMINATION, SUSPENSION OR ABANDONMENT

9.1 Terminating Events. The engagement of Owner's Representative hereunder may be terminated upon the happening of any of the following events pursuant to the provisions described below:

9.1.1 Either Owner or Owner's Representative defaults under this Agreement and the non-defaulting party elects to terminate this Agreement as provided in Article 8 hereof.

CITY OF NEWNAN, GA/COMPREHENSIVE PROGRAM SERVICES
OWNER'S REPRESENTATIVE AGREEMENT

9.1.2 The giving of written notice from Owner in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of Owner's Representative; (ii) Owner's Representative shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Owner's Representative in any involuntary proceeding against Owner's Representative under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Owner's Representative and shall continue for a period of ninety (90) days after commencement without dismissal.

9.1.3 The giving of written notice from Owner's Representative in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of Owner; (ii) Owner shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Owner in any involuntary proceeding against Owner under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Owner and shall continue for a period of ninety (90) days after commencement without dismissal.

9.1.4 Termination Provisions. The contract, mutually agreed upon and entered into between the City of Newnan, GA and the Owner's Representative, may terminate upon any of the following conditions:

- a. Suspension of Operation – Should City of Newnan, GA suspend or cease operations for any reason, this Agreement shall become void at the option of the City of Newnan, GA.
- b. Termination of Contract for Non-Performance – The City of Newnan, GA may terminate this contract at any time the performance of the contract is unreasonably delayed or the provider fails to carry out the provisions of the contract, or if, in the opinion of the City of Newnan, GA or their designee, the performance of the contract is unreasonably delayed, or the provider is violating the contract conditions. Such determination of delay or non-performance shall be in the sole discretion of the City of Newnan, GA or their designee. The City of Newnan, GA shall give reasonable notice to the provider of any conditions which are hindering provider's performance and if, after such notice, the provider fails to remedy such conditions, the City of Newnan, GA may, in writing and at its option, terminate the contract without further notice to the provider and order the provider to immediately vacate the premises.
- c. Funding-Out Clause – Notwithstanding any contrary provision of this Agreement, each payment obligation of the City of Newnan, GA created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, this agreement may be terminated by the City of Newnan, GA at the end of the period for which funds are available. The City of Newnan, GA shall notify the provider at the earliest possible time before such termination. No penalty shall accrue to the City of Newnan, GA in the event this provision is exercised, and the City of Newnan, GA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- d. Limitation of Local Debt – The parties specifically agree that this contract is governed by O.C.G.A. § 36-60-13(a) and Article 9, § 5, I of the Georgia Constitution (1983). Thus: (1) this contract shall terminate absolutely and without further obligation on the part of the City of Newnan, GA at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which the contract may be renewed as provided for in O.C.G.A. § 36-60-13(a); (2) this contract will automatically renew unless the City of Newnan, GA informs the Owner's Representative within thirty (30) days of the end of the calendar year that such contract is terminated, or if the contract is terminated in accordance with the other termination provisions specified in this contract; and (3) the City's total obligation for this

CITY OF NEWNAN, GA/COMPREHENSIVE PROGRAM SERVICES
OWNER'S REPRESENTATIVE AGREEMENT

contract is Fifty Thousand Dollars (\$50,000.00), and any additional amounts owed under this contract will be specified per year by an addendum.

- e. Lack of Funding – In accordance with O.C.G.A. 36-30-13 (b) (1) this contract will terminate immediately and absolutely at such time as appropriated funds and otherwise un-obligated funds are no longer available to satisfy the obligations of the City of Newnan, GA.

9.2 Owner's Representative's Obligations. Upon the expiration or earlier termination of this Agreement, Owner's Representative shall promptly:

9.2.1 Upon request by Owner, deliver to Owner or such other person, as Owner shall designate all materials, supplies, equipment, keys, contracts and Project documents.

9.2.2 Subject to Owner's Representative's obtaining any consent of any third party required therefore, assign all existing contracts approved by Owner relating to the projects to Owner or such other person or entity, as Owner shall designate. Any contract or agreement that Owner's Representative negotiates on behalf of Owner that is subject to this paragraph shall contain a statement that prohibits such third party from unreasonably withholding the requisite consent.

9.2.3 Furnish all such information, take all such other action, and cooperate with Owner as Owner shall reasonably require in order to effectuate an orderly and systematic termination of Owner's Representative's services, duties, obligations and activities hereunder.

9.2.4 Within thirty (30) days after the expiration or termination of this Agreement, cause to be furnished to Owner a report similar in form and content to Owner's Representative's monthly reports covering the period from the last previous monthly report to the date of expiration or termination of this Agreement.

9.2.5 Furnish a report of all outstanding orders for services, materials and supplies ordered by Owner's Representative as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, i.e., whether they have been charged to or paid by Owner's Representative, and whether they have been charged to or paid by Owner. Such report shall be furnished no later than thirty days after the date of expiration or termination.

9.3 Owner's Obligations. Upon the expiration or earlier termination of this Agreement, Owner shall promptly:

9.3.1 Pay Owner's Representative for the cost of all services, materials and supplies, if any, which may have been ordered by Owner's Representative and have been authorized by Owner as a result of its obligations arising under this Agreement that are due and owing or have been paid for by Owner's Representative and were included in the report submitted pursuant to Section 9.2.5; provided, however, that Owner actually receives such services, materials and supplies in a satisfactory manner or condition; provided further that demand for such payment is in a reasonable and timely manner.

9.4 Suspension. If the Project is suspended by Owner for more than sixty (60) consecutive days, Owner's Representative shall be compensated for services prior to notice of such suspension.

ARTICLE 10. INSURANCE

10.1 Owner's Representative's Insurance Requirements. Throughout the term of this Agreement, Owner's Representative shall carry and maintain in force the insurance coverage described in Subsections 10.1.1 through 10.1.4 below of a form and with a carrier acceptable to the City of Newnan, GA.

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OWNER'S REPRESENTATIVE AGREEMENT

10.1.1 General Liability Insurance for the benefit of the Owner's Representative, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) for any one occurrence.

10.1.2 Workers' Compensation Insurance covering all employees of Owner's Representative employed in, on or about the Project in order to provide statutory benefits as required by the laws of the State of Georgia.

10.1.3 Vehicular Liability Insurance when operating vehicles within the Project limits, the following coverage is required:

Vehicular Liability: \$300,000

\$300,000 combined single limit per accident for bodily injury and property damage. Owner shall be named as additional insured for this coverage.

10.2 The City of Newnan, GA shall be named as additional insured on all insurance coverage required in this Article 10.

10.3 The Owner's Representative liability under the indemnification agreement provided for in Article 11 hereof shall be insured as a contractual obligation of Owner's Representative insurers.

10.4 Each policy shall provide that: (1) the insurer hereunder shall provide City of Newnan, GA with written notice of any cancellation or adverse material change in the insurance coverage required by this Article 10, and (2) such cancellation or adverse material change shall not be effective as to the benefit and/or interest of the additional insured for thirty (30) days after written notice of such cancellation or adverse material change is received by City of Newnan, GA.

10.5 Owner's Representative agrees to furnish City of Newnan, GA with Certificates of Insurance evidencing maintenance and compliance with the insurance required above when it returns signed agreements to City of Newnan, GA; said Certificates are to be inspected and approved by City of Newnan, GA prior to the commencement of the contract. Certificates shall state that the policy or policies will not be canceled or altered without at least thirty (30) days prior written notice to City of Newnan, GA. Furthermore, Owner's Representative agrees to forward immediately any notice of cancellation of insurance to City of Newnan, GA. Within three business days of receiving such notice of cancellation, Owner's Representative will forward a detailed explanation of such, and will also forward a detailed plan to remedy the situation.

ARTICLE 11. LIABILITY: INDEMNIFICATION

A. The Owner's Representative agrees to secure and protect itself, and shall secure and indemnify City of Newnan, GA from any liability, expense, causes of action, loss, or damage whatsoever for any injury, including death, to any person or property arising out of the performance of the Work and to protect and indemnify City of Newnan, GA from any and all loss arising out of or in connection with the Work performed under this Agreement, unless such loss is due to the gross negligence of City of Newnan, GA.

B. Any party that seeks to have Owner's Representative defend, indemnify and hold harmless such party pursuant hereto shall so notify Owner's Representative in writing within fifteen (15) business days of such party's receipt of the claim for which indemnification is sought. In the event any party fails to give such timely notice to Owner's Representative of such a claim, Owner's Representative shall be relieved of its obligation to defend, indemnify and hold harmless such party only to the extent that Owner's Representative is prejudiced thereby.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES.

12.1 Of Owner. Owner represents and warrants to Owner's Representative that Owner is a political subdivision of the State of Georgia, validly existing and in good standing under the laws of the

CITY OF NEWNAN, GA/COMPREHENSIVE PROGRAM SERVICES
OWNER'S REPRESENTATIVE AGREEMENT

State of Georgia, is qualified to transact business in the State of Georgia, and has the full and complete right, power and authority to enter into this Agreement and perform Owner's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement.

12.2 Of Owner's Representative. Owner's Representative represents and warrants to Owner that: (i) Owner's Representative is a corporation, duly organized, validly existing and in good standing under the laws of the State of Georgia, is qualified to transact business in the State of Georgia, and has the full and complete right, power and authority to enter into this Agreement and perform Owner's Representative's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) Owner's Representative has obtained or will obtain all necessary licenses, insurance and permits which are required for Owner's Representative to perform Owner's Representative's services pursuant to this Agreement.

ARTICLE 13. GENERAL PROVISIONS.

13.1 Relationship Between Parties. The relationship of the parties shall be limited to the Project. Nothing herein shall be deemed to authorize Owner's Representative to act as the general agent of Owner.

13.2 Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally-recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below or to such other numbers as are specified by written notice given in accordance herewith:

OWNER:

City of Newnan, GA
25 LaGrange Street
Newnan, GA 3026
Attn: Mayor Keith Brady

**OWNER'S
REPRESENTATIVE:**

Comprehensive Program Services, Inc.
3368 Hardee Avenue
Atlanta, Georgia 30341
Attention: Mr. Eric L. Johnson, President
Facsimile Number: (770) 451-7672

13.3 Binding Affect: This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective successors, assigns and representatives. The Contractor shall not, however, assign or otherwise transfer any of its rights under this Agreement without prior written consent of the City of Newnan, GA.

13.4 Entire Agreement and Order of Contract Documents: This Agreement constitutes the final, complete and exclusive written agreement of the parties with respect to the Owner's Representative Agreement and will supersede all previous communications, representations, agreements or statements, whether oral or written, by any party or between the parties.

13.5 Modification: No modification of any of the terms and conditions of this Agreement will be effective unless such modifications is expressed, in writing, and signed by all parties to this Agreement.

CITY OF NEWNAN, GA/COMPREHENSIVE PROGRAM SERVICES
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13.6 Waiver: The failure of either party to enforce any of the terms of this Agreement, on one or more occasions, will not constitute a waiver of the right to enforce such term or each and every term of the Agreement on any other occasion.

13.7 Contract Assignment: A successful proposer(s) may not assign any part of a resultant contractual agreement (except contract payments) without the prior written authorization of the City of Newnan, GA.

13.8 Governing Law And Venue: The laws of the State of Georgia will govern this Agreement. The obligations of the parties to this Agreement are performable in Coweta County, Georgia, and if legal action is necessary to enforce same, exclusive venue shall lie in Coweta County, Georgia.

13.9 Severability: Should any part or parts of this Agreement be found void, unenforceable, invalid, or unconscionable for any reason by a court of competent jurisdiction, such judgment shall not affect the validity of the balance of the terms of this Agreement, which shall remain in full force and effect.

13.10 Time Is Of The Essence: Both parties agree that time is of the essence.

IN WITNESS WHEREOF, Owner and Owner's Representative have caused their respective duly authorized representatives to execute, seal and deliver two (2) copies of this Agreement, each of which shall be considered an original, all as of the day and year first above written.

13.11 Owner Provision: All parties acknowledge that Coweta County is subject to the O.C.G.A. § 50-14-1 et seq. (Georgia Open Meetings Law), O.C.G.A. § 50-18-70 et seq. (Georgia Open Records Law), O.C.G.A. § 36-10-1 (contracts must be in writing and entered in the minutes), O.C.G.A. § 13-10-90 et seq. (Georgia Security and Immigration Compliance Act of 2006) and O.C.G.A. § 36-91-1 et seq. (Georgia Local Government Public Works Construction Law).

Comprehensive Program
Services, Inc

By: _____

Eric L. Johnson
Chief Executive Officer

City of Newnan, GA

By: _____

Keith Brady
Mayor

Della Hill
City Clerk

Approved as to form:

City Attorney

EXHIBIT "A"

OWNER'S REPRESENTATIVE'S BASIC SERVICES

The Owner's Representative shall assist Owner in the following:

Basic Services (Included in Agreement)

PHASE 1: Work Plan / Implementation

1.0 WORK PLAN

- 1.01 Prepare overall plan for project including:
 - 1.01.1 Information flow
 - 1.01.2 Approval levels and procedures
 - 1.01.3 Budget
 - 1.01.4 Schedule

1.1 Compile Source Data

- 1.10 Review existing material with respect to site(s)
- 1.11 Review with Owner existing program and needs assessment
- 1.12 Recommend additional data required such as Geotechnical data etc.(if necessary)
- 1.13 Obtain the following data (if necessary)
 - 1.13.1 Boundary Survey
 - 1.13.2 Topographic Survey
 - 1.13.3 Geotechnical data
 - 1.13.4 Environmental restrictions
 - 1.13.5 Building codes
 - 1.13.5 Water Retention Requirements
 - 1.13.6 Easements
 - 1.13.7 Traffic Analysis
 - 1.13.8 Zoning restrictions

1.2 Site Analysis / Conceptual Design

- 1.20 Coordinate work from outside sources such as surveyors, geotechnical data, etc
- 1.21 Review existing sites for program coordination/verification

1.3 Prepare Budget and Development Schedule

- 1.30 Prepare/confirm budget
- 1.31 Prepare list of tasks
- 1.32 Prepare estimated schedule

1.4 Prepare Project Delivery Methods

- 1.40 Identify and present project delivery methods
- 1.41 Prepare implementation plan for selected project delivery method
- 1.42 Implement plan
- 1.43 Prepare RFQ/RFP

1.5 Assist with Public Relations / Information

- 1.50 Assist information campaign/activities
- 1.51 Attend public meetings
- 1.52 Assist in development of materials for public use

PHASE 2: Team Onboarding

2.0 Design/Builder Selection

- 2.01 Generate master schedule
- 2.02 Prepare a list of critical dates
- 2.03 Develop selection criteria
- 2.04 Assemble selection package
- 2.05 Issue advertisements and RFQ/RFP
- 2.06 Conduct pre-proposal meeting
- 2.07 Manage question and addenda process
- 2.08 Receive and distribute proposals
- 2.09 Prepare analysis of proposals
- 2.10 Coordinate development of shortlist of qualified firms
- 2.11 Assist in developing interview format and criteria
- 2.12 Develop interview results report
- 2.13 Assist in selection

2.1 Contract Negotiations

- 2.10 Develop range of fee and analysis
- 2.11 Coordinate negotiation meeting
- 2.12 Assist in final negotiations

2.2 Project Orientation

- 2.20 Develop agenda and conduct project orientation meeting
- 2.21 Integrate team into project development process
- 2.22 Arrange meetings with key City officials
- 2.23 Develop briefings for summary of planning documents

PHASE 3: Design

3.0 Design Phase Management

- 3.01 Monitor design for compliance with budget and Owner intent
- 3.02 Conduct design meeting with Owner staff
- 3.03 Forward design review comments to team
- 3.04 Monitor design for programmatic and operational objectives
- 3.05 Monitor design for adherence to codes and standards
- 3.06 Assist in developing alternatives for Owner Review
- 3.07 Conduct formal presentations at key milestones during design

3.1 Management Information Control System

- 3.10 Information tracking, reporting and administration, including:
 - Cost
 - Schedule
 - Cash flow
 - Funding
 - Technical issues
 - Quality
- 3.11 System tailored to the reporting needs of the City of Newnan, GA

3.2 Cost Management

- 3.20 Implement cost management system
- 3.21 Frequent cost estimating
- 3.22 Cost monitoring for compliance
- 3.23 Continuous value engineering

3.24 Development of bid packages based on delivery method

3.3 Quality Management

3.30 Monitor and enforce adherence to objectives

3.31 Monitor each individual system as well as the overall Project

3.4 Schedule Management

3.41 Monitor and control master schedule

3.42 Monitor and control of design issues relating to schedule

3.43 Long lead equipment procurement monitoring

3.44 Manage decision making for schedule control

Additional Services (Not Included in Agreement)

PHASE 4: Construction

4.0 Bid / Award Representation

4.01 Assist / prepare bid documents

4.02 Preparation of bidders list

4.03 Stimulate competition including advertising

4.04 Conduct pre-bid conference with the City of Newnan, GA, if necessary

4.05 Assist in evaluation of bids and recommendation for award

4.06 Contract negotiations

4.07 Preparation and award of contract

4.1 Construction Representation

4.10 On-site construction representation based on delivery method

4.11 Monitor labor and materials progress

4.12 Coordinate information flow

4.13 Coordinate progress payments

4.14 Resolve conflicts

4.15 Change order control and processing

4.16 Technical inspections

4.17 Detailed check-out and punch lists

4.18 Quality control monitoring

4.19 Monitor and address quality of workmanship

4.20 Monitor and address quality of materials

4.21 Continuous monitoring and reporting

4.3 Financial Management

4.30 Status reports on payments, funding, allocations and project cost

4.31 Cash flow projections

4.32 Budget impact analysis

4.4 Claims Control

4.40 Prevention measures through aggressive management

4.41 Reporting on potential claims and recommended action

4.42 Impact analysis

4.43 Recommendation for action

4.5 Schedule Management

4.50 Upfront review of construction sequencing and methods

4.51 Detailed monitoring and coordination of construction scheduling

4.52 Continuous updates of schedule

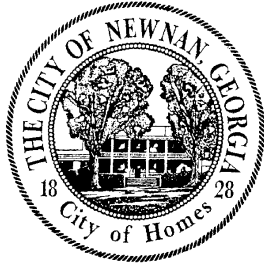
PHASE 5: Transition

5.0 Operational transition

- 5.00 Assist in development of policy and procedure manuals
- 5.01 Detailed check out of systems
- 5.02 Develop energy management plan
- 5.03 Assist in negotiations with utilities

5.1 Maintenance Set Up

- 5.10 Develop Computerized Maintenance Management System
- 5.11 Determine spare parts and store control
- 5.12 Assist in training of maintenance staff
- 5.13 Assemble equipment operations manual
- 5.14 Develop warranty follow up procedures



City of Newnan, Georgia - Mayor and Council

Date: August 25, 2020

Agenda Item: Consultant Selection-
Jackson Street & Sprayberry Road Sidewalks

Prepared by: Michael Klahr, Public Works Director

Purpose: To consider approval for consultant selection for professional engineering design services for sidewalks on Jackson Street and Sprayberry Road

Background: Following the conclusions of a *Feasibility Study* for the design and construction of sidewalks along Jackson Street (State Route 14), from Clark Street (State Route 34) to Millard Farmer Industrial Boulevard (State Route 34 Bypass), and Sprayberry Road, from Jackson Street to Casey Road, the City issued a *Request for Qualifications* (RFQ) from interested design professionals.

The City of Newnan desires to request Federal-Aid funding (TAP, Transportation Alternatives Program) to assist with the construction phase of the project. In addition, Jackson Street is a State Route as identified above. Therefore it will be necessary to administer the project following the *Plan Development Process* as established by the Georgia Department of Transportation.

In accordance with *Engineering and Design Procurement Policy and Procedures*, a selection committee of subject matter experts evaluated 12 proposals. The committee ultimately selected **Integrated Science & Engineering** as the firm most qualified for this project.

The next step will be to define a series of task orders within a scope of services and negotiate fees.

This project was identified as a priority by the City Council at a workshop held earlier this year.

Options: A. Approve consultant selection of **Integrated Science & Engineering**, and authorize the negotiation of scope of services and fees

B. Other action as directed by Council

Funding: N/ A

Recommendation: Option A

Attachments: None



City of Newnan, Georgia – Mayor and City Council

Date: August 25, 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:

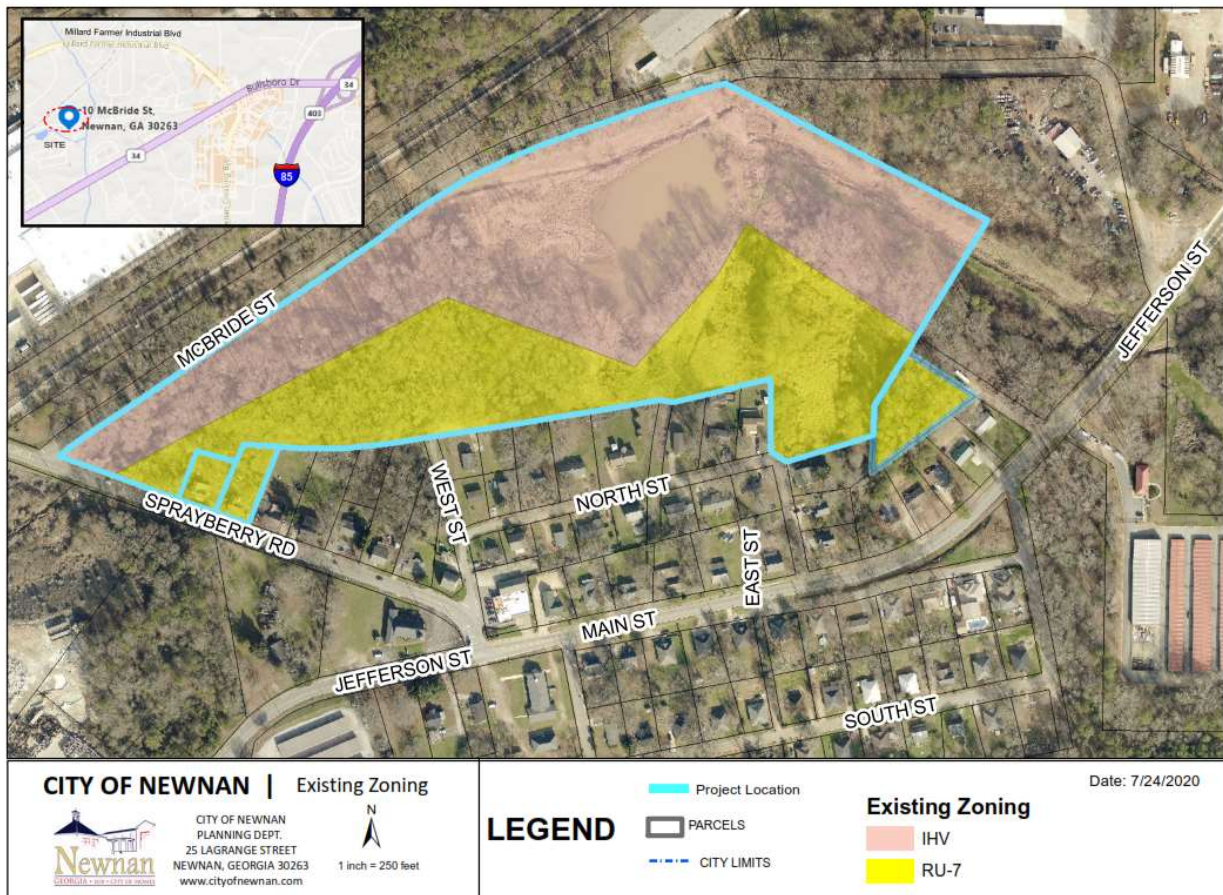
REZONING ASSESSMENT

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 there 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.

Attachments:

Application for Rezoning
Location Map
Service Provider Comments

Funding: N/A

Previous Discussion with Council: June 18, 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





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:

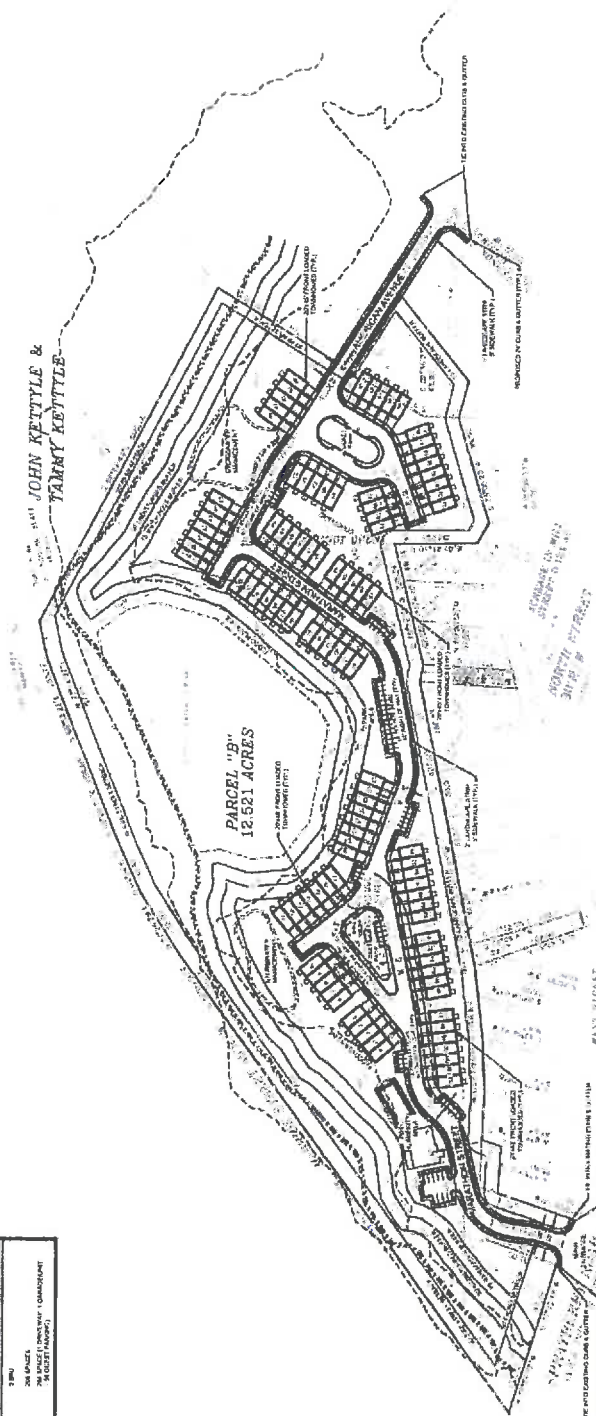
- a. Developer shall connect to Newnan Utilities Water System.
- b. Developer is responsible for all upgrade cost necessary to serve said property, but not limited to:
 - i. Construction of development water system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan 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

Q: What is the best way to check the fuel pump pressure?
A: The best way to check the fuel pump pressure is to use a fuel pressure gauge. The gauge should be connected to the fuel line between the fuel pump and the fuel filter. The gauge should be able to read 0 to 100 psi. The fuel pump pressure should be checked with the engine running at idle. The fuel pump pressure should be between 30 and 40 psi. If the fuel pump pressure is low, the fuel pump may be failing. If the fuel pump pressure is high, the fuel filter may be clogged.

WEST VIRGINIA
GRAVEL
ACAPULCO IN WEST
THERET 1187 AT

7100 1/2 S. PARKWAY, SUITE 200, CHICAGO, IL 60628
 TEL: 312/354-0000 FAX: 312/354-0009
 WWW: WWW.CENTRA.COM

[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.

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: $5.81 / \text{unit} = 598 \text{ vpd}$
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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?

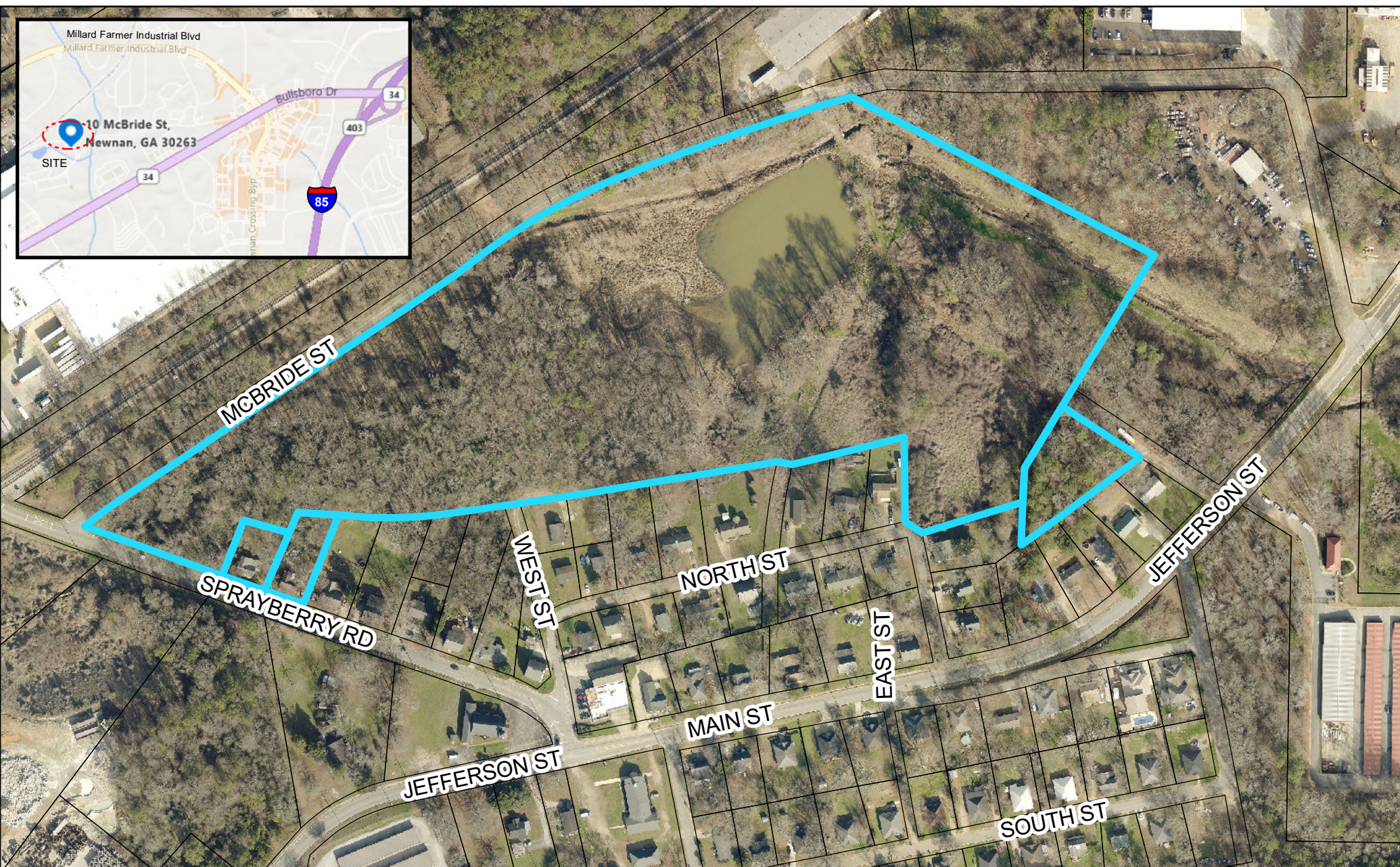
Will there be a targeted market, e.g., senior citizens?

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

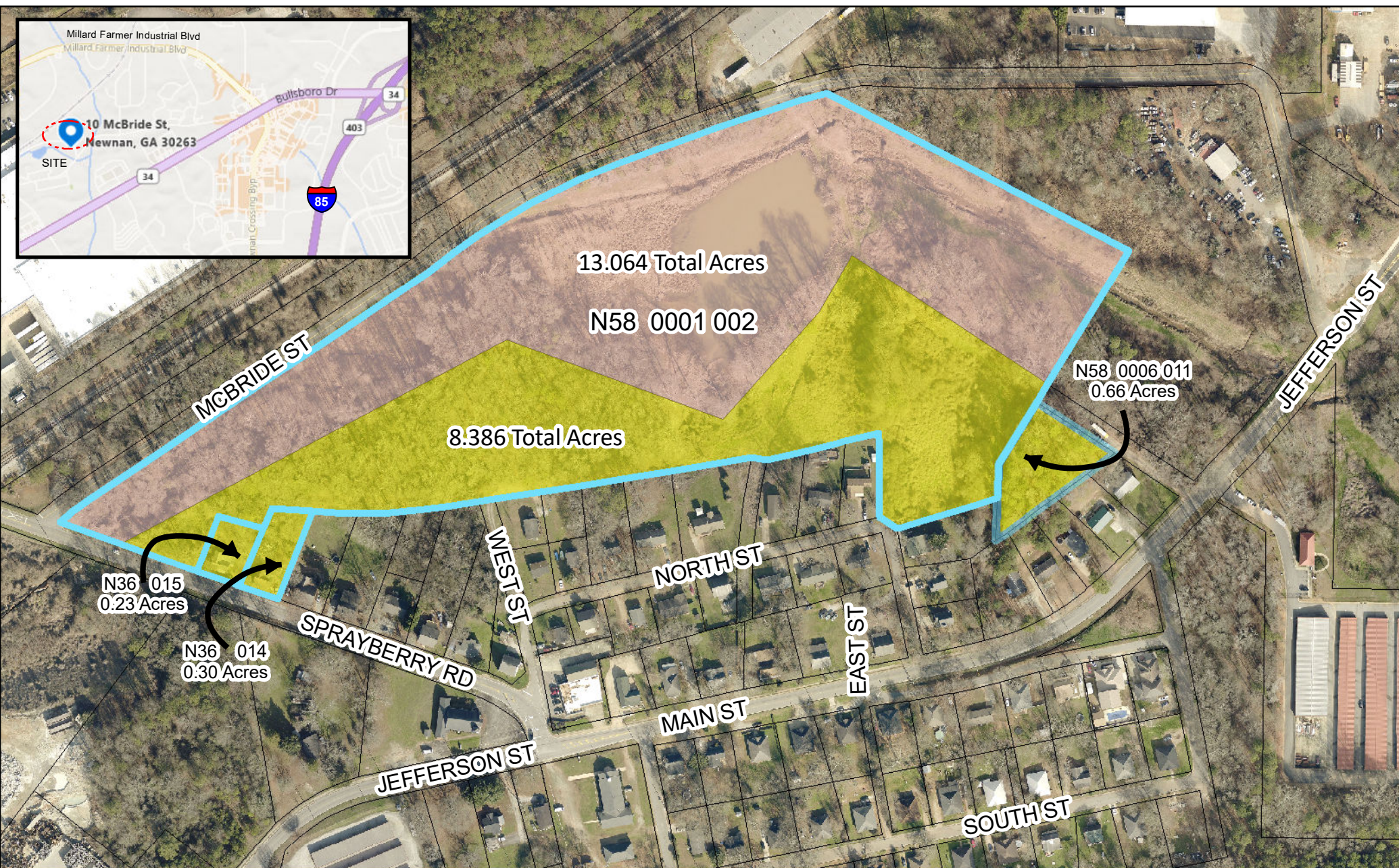
LEGEND

 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

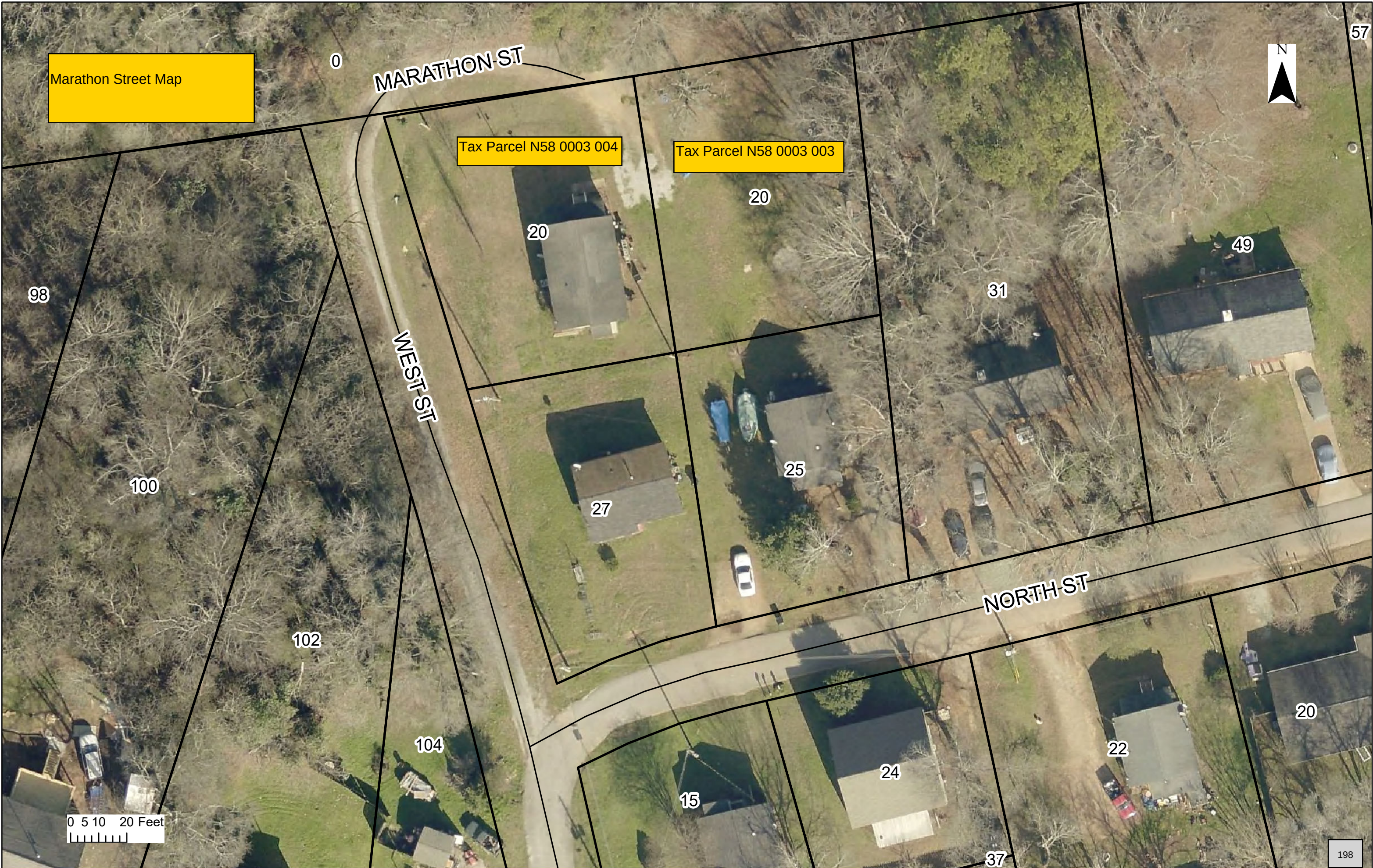
--- CITY LIMITS

Existing Zoning

IHV

RU-7

Date: 7/24/2020



Marathon Street Map

Tax Parcel N58 0003 004

Tax Parcel N58 0003 003



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

LAFARGE BUILDING MATERIALS INC, C/C
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
ALPHARETTA GA 30005

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

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).



**PLANNERS AND ENGINEERS COLLABORATIVE
"WE PROVIDE SOLUTIONS."**

REV	DATE	DESCRIPTION	BY
1	06/17/06	ADDED COMMENTS	AS
2			
3			
4			
5			

ALTA/NSPS LAND TITLE SURVEY

INLINE COMMUNITIES

CITY OF MEMPHIS

COMETA COUNTY
STORAGE



DRAWING BY: MS
CHECKED BY: JAH / MCS
FILE NO.: 19138 CO
DATE: 08/05/2020
SCALE: 1" = 60'
DATE OF FIELD WORK: AUGUST 2020

[illegible]

REFERENCES

1. SURVEY FOR JOHN KETTLE & TAMMY KETTLE PREPARED BY CHRISTOPHER BROTHERS DATED 8-05-2002, SIGNED AND SEALED BY JOHN R. CHRISTOPHER, REGISTERED LAND SURVEYOR IN THE STATE OF GEORGIA, LICENSE NUMBER 17866.

UNITED STATES DEPARTMENT OF JUSTICE

Subject to all applicable exceptions on Page Sixty (1), the information contained herein is for informational purposes only and is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and is not intended to be used in the preparation of this survey and the related exceptions are not intended to be used in the preparation of this survey.

STRUCTURE LEGEND



LINETYPES



THE EXCEPTIONS - TRACT 1 & 2

Chicago Title Insurance Company Commitment number 2022-0020 with an effective date of December 26, 2019 was used in the preparation of this survey and the listed exceptions are as follows:

[illegible]

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Journal compilation © 2005 Blackwell Publishing Ltd

To find the MILE POINT OF BEGINNING COMMENCEMENT at a mile 2/8 inch rather than one-half mile from the intersection of the roadway right-of-way of East Street (not open) and the roadway right-of-way of West Street (open), the distance between the roadway right-of-way intersections of the roadway right-of-way of East Street and second North at 75 degrees 21 minutes 46 seconds East + difference of 180.00 feet is a mile 3/8 inch rather than one-half mile, and rather being the MILE POINT OF BEGINNING.

[illegible]

LEGAL DESCRIPTION - TRACT 2

ALL THAT TRACT OR PARCELS OF LAND lying and being in the Lands Lot 56 of the Township of Danforth, City of Toronto, Canada County of Toronto, and being more particularly described as follows:

SECTION of this per land split at the intersection created by the authority right of way of "Seymour Road" (aka "Cherry Street") (hereinafter right of way) and the authority right of way of "Keele Street" (aka "Keele Street") (hereinafter right of way) and being the TRUE POINT OF BEGINNING;

[illegible]

LEGAL DESCRIPTION - TRACT 4 (REZONING)

[illegible]

THE NEW YORK PUBLIC LIBRARY

12 Subject to all applicable restrictions on First Book 4, Page 125, as revised on
13 Book 24, Page 175, enclosed Clerk's Office.
14 Comment: Affixes subject property, blanket, in nature.
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EQUIPMENT USED:

ANGLIAN	TOPCON TOTAL STATION
LINEAR	TOPCON TOTAL STATION

LINEAR TOPCON TOTAL STATION

To: **Index Committee**

REV	DATE	DESCRIPTION	BY
1	08/17/20	APPROVED COMMENTS	MS
2			
3			
4			

LAND LOTS) 56
DISTRICT 5th

ALTA/NSPS LAND TITLE 2
FOR
INLINE COMMUNITIES
CITY OF NEWMAN

COMETIA COUNTY
GEORGIA

DRAIN BY: US
CHECKED BY: JMH / KUS
FILE NO.: 19.115.00
DATE: 08/05/2020
SCALE: 1" = 60'



DATE OF FIELD WORK: AUGUST 2020

TAB 4

Certified Plat

LAND LOTS) 56
DISTRICT 5th

ALTA/NSPS LAND TITLE SURVEY
FOR

INLINE COMMUNITIES

COMETA COUNTY
GEORGIA

DRAWN BY: US
CHECKED BY: JNH / MCS
FILE NO.: 1011A-00
DATE: 08/20/2020
SCALE: 1" = 60'
DATE OF FIELD WORK: AUGUST 2022



ABBREVIATIONS

APRAC	Association of Professional Registered Nurses	IC	Intensive Care	and the District
AT	Attending	IP	Inpatient	
CC	Chief of Clinic	MR	Medical Record	
CD	Chief of Division	NR	Nursing Record	
CH	Chief of Hospital	OR	Operating Room	
CM	Chief of Medical	OT	Occupational Therapy	
CP	Chief of Pathology	PA	Physician Assistant	
CR	Chief of Radiology	PC	Physician's Clinic	
CS	Chief of Surgery	PD	Physician's Department	
CT	Chief of Thoracic	PE	Physician's Examination	
CU	Chief of Urology	PG	Physician's Group	
CV	Chief of Vascular	PO	Physician's Office	
DE	Department of Emergency	POC	Physician's Office Clinic	
ED	Emergency Department	POD	Physician's Office Department	
EE	Emergency Examination	POE	Physician's Office Examination	
ER	Emergency Room	POF	Physician's Office Facility	
ET	Emergency Treatment	POH	Physician's Office Hospital	
EV	Emergency Visit	POI	Physician's Office Institution	
EX	Examination	POJ	Physician's Office Joint	
FC	First Chief	POK	Physician's Office Kitchen	
FD	First Doctor	POL	Physician's Office Laboratory	
FE	First Examination	POM	Physician's Office Medicine	
FF	First Facility	PON	Physician's Office Nursing	
FG	First Group	POO	Physician's Office Office	
FH	First Hospital	POP	Physician's Office Pharmacy	
FI	First Institution	POQ	Physician's Office Quality	
FJ	First Joint	POR	Physician's Office Research	
FK	First Kitchen	POS	Physician's Office Service	
FL	First Laboratory	POU	Physician's Office Surgery	
FM	First Medicine	POV	Physician's Office Vascular	
FN	First Nursing	POW	Physician's Office Wound	
FO	First Office	POX	Physician's Office X-ray	
FP	First Pathology	POY	Physician's Office Y-axis	
FQ	First Pharmacy	POZ	Physician's Office Z-axis	
FR	First Radiology			
FS	First Surgery			
FT	First Thoracic			
FU	First Urology			
FV	First Vascular			
FW	First Wound			
FX	First X-ray			
FY	First Y-axis			
FZ	First Z-axis			
GA	Georgia			
GB	Great Britain			
GC	Great Central			
GD	Great Dane			
GE	Great Eastern			
GF	Great Falls			
GG	Great Green			
GH	Great Hall			
GI	Great Island			
GJ	Great Junction			
GK	Great Kitchen			
GL	Great Lake			
GM	Great Mountain			
GN	Great North			
GO	Great Ocean			
GP	Great Park			
GQ	Great Quarter			
GR	Great Road			
GS	Great Sea			
GT	Great Street			
GU	Great Union			
GV	Great Valley			
GW	Great Wall			
GX	Great X-axis			
GY	Great Y-axis			
GZ	Great Z-axis			
HA	Haiti			
HB	Haitian			
HC	Haitian Central			
HD	Haitian Doctor			
HE	Haitian Examination			
HF	Haitian Facility			
HG	Haitian Group			
HH	Haitian Hospital			
HI	Haitian Institution			
HJ	Haitian Joint			
HK	Haitian Kitchen			
HL	Haitian Laboratory			
HM	Haitian Medicine			
HN	Haitian Nursing			
HO	Haitian Office			
HP	Haitian Pathology			
HQ	Haitian Pharmacy			
HR	Haitian Radiology			
HS	Haitian Surgery			
HT	Haitian Thoracic			
HU	Haitian Urology			
HV	Haitian Vascular			

Tab 5

Conceptual Plan



TAB 6

Proffered 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,

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

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.

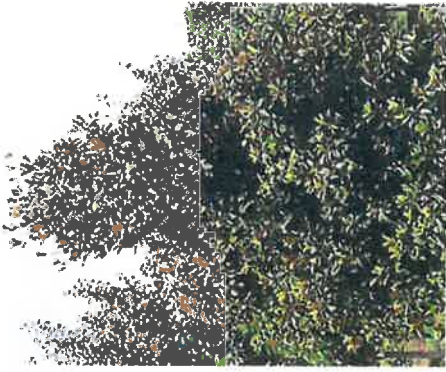
Please include this with the Proffered Conditions already presented. If you should have any questions, please do not hesitate to contact me.

Yours Truly,

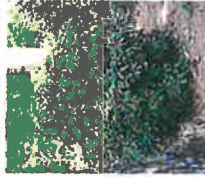
A handwritten signature in blue ink, appearing to read 'Melissa D. Griffis', written over a horizontal line.

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.

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 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

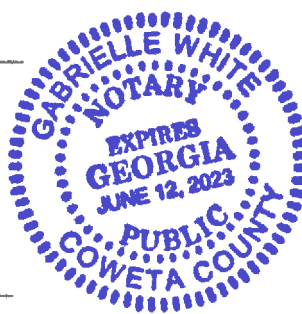
Personally appeared before me

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

Gabriel White

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



Notary Public

5.28.2020

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 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

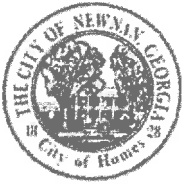
5.29.2020
Date



(Affix Raised Seal Here)

TAB 9

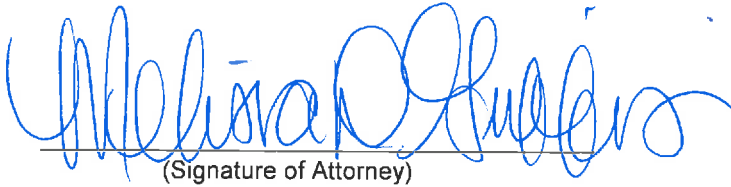
Authorization of Attorney



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)

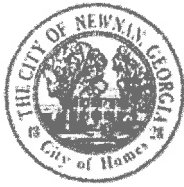
TAB 11

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



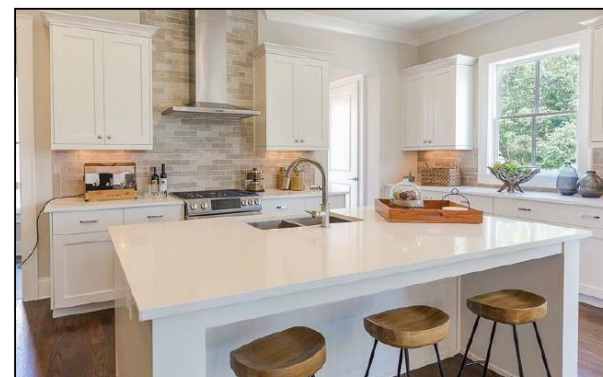
Interior Finishes



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).

Item	Unit	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396
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SHEET 1 OF 2



COMMITTEE	COUNTRY
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ALTA/NSPS LAND TITLE SURVEY
INLINE COMMUNITIES

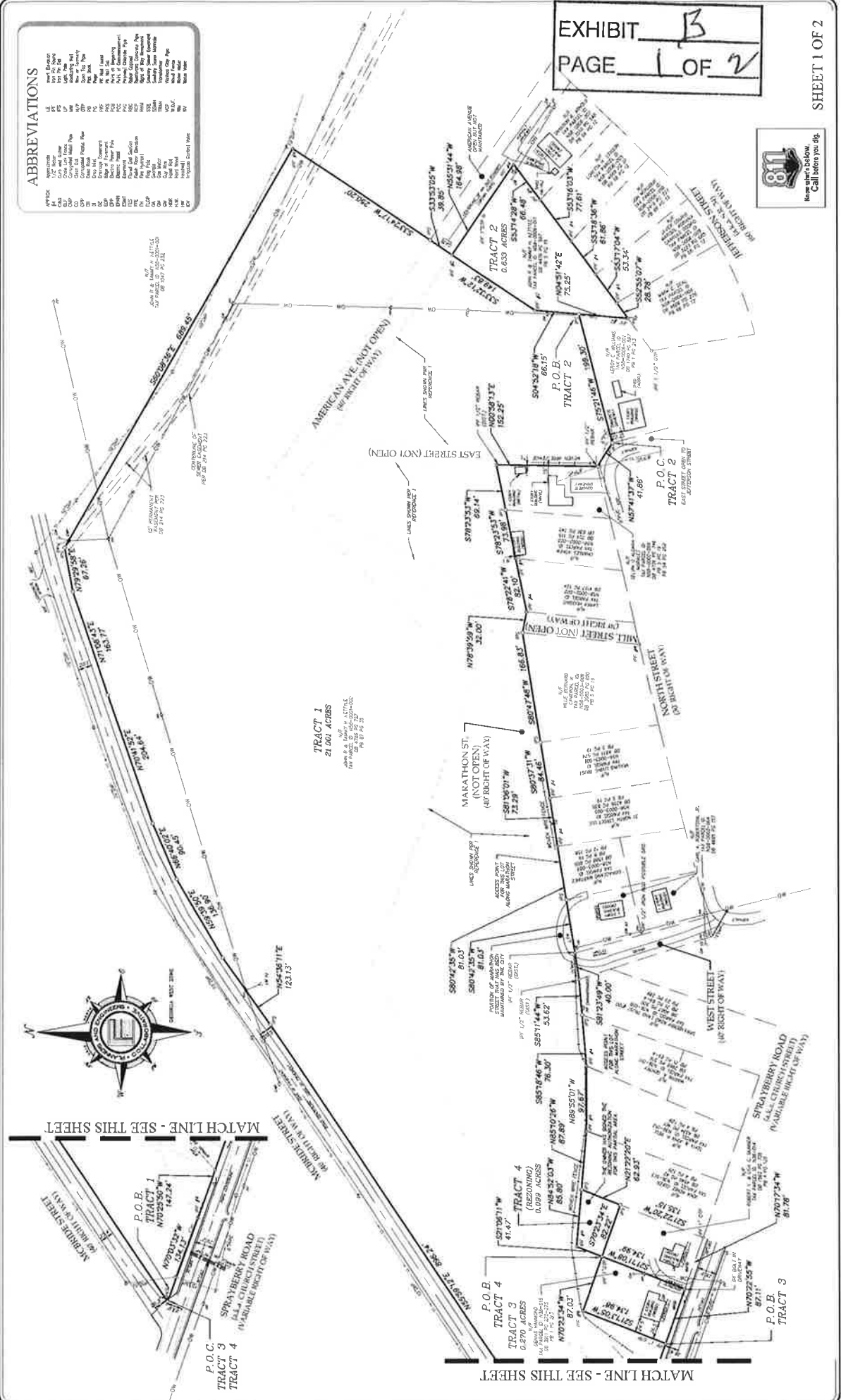
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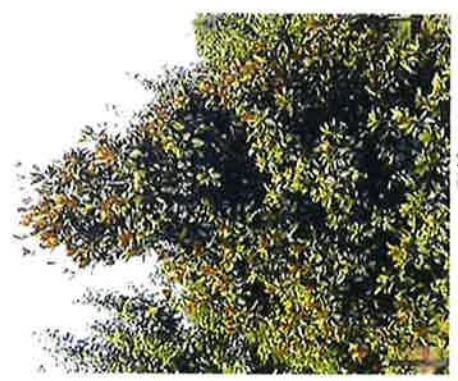
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262



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)



SANDERS, HAUGEN & SEARS, P.C.
ATTORNEYS AT LAW

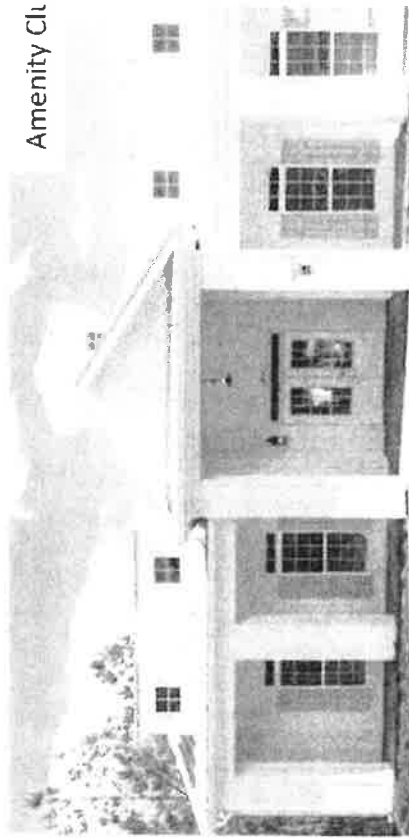
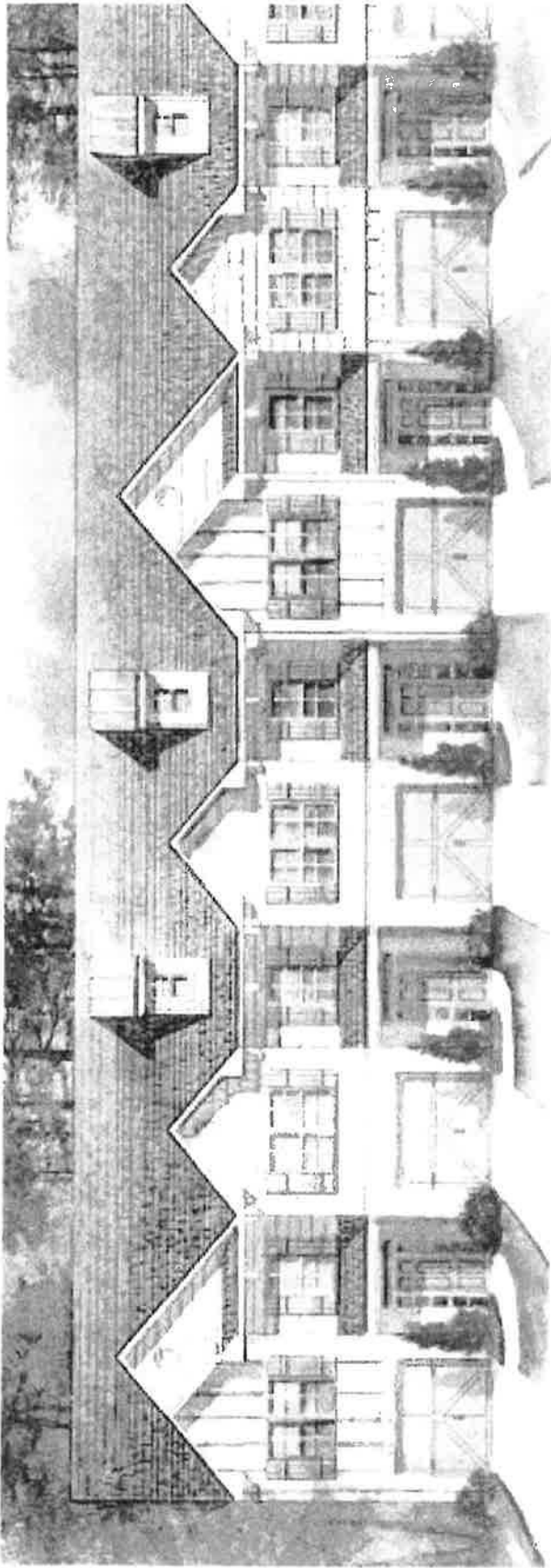
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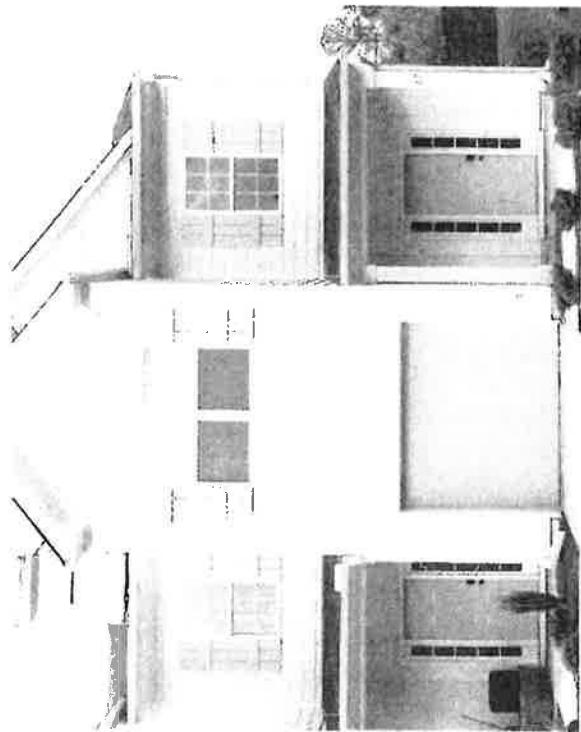
NO ATTORNEY/CLIENT RELATIONSHIP: No Attorney/Client relationship is created by this email correspondence unless there exists an enforceable fee contract/employment agreement between the corresponding parties.

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



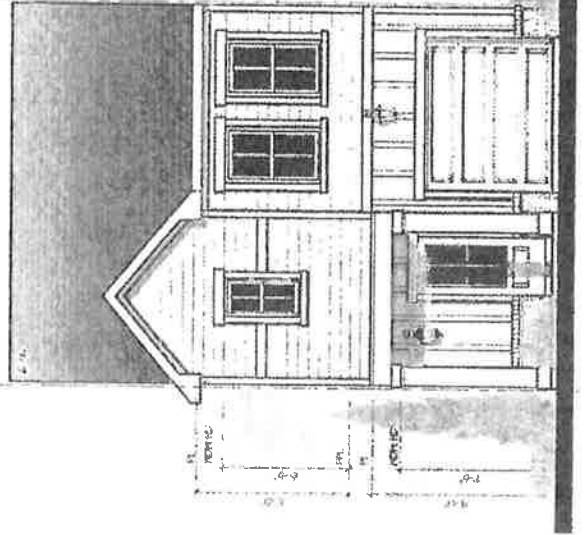
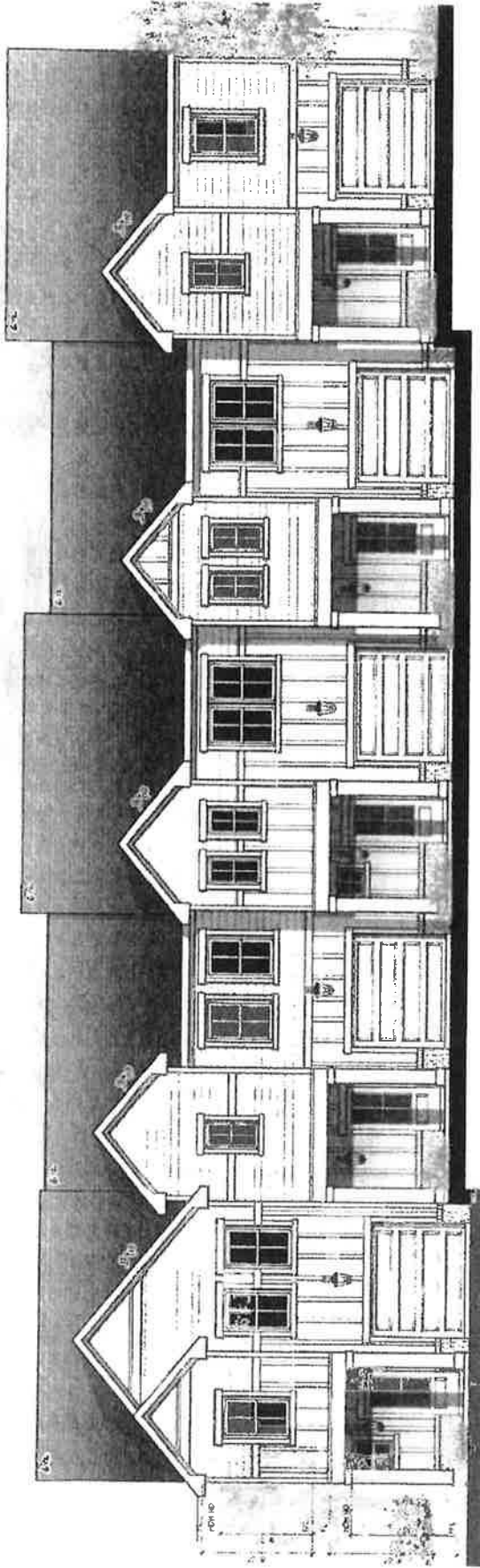


EXHIBIT E
PAGE 2 OF 6

Exterior Examples



EXHIBIT E
PAGE 3 OF 6

INLINE
COMMUNITY

Front Loaded Exterior Examples

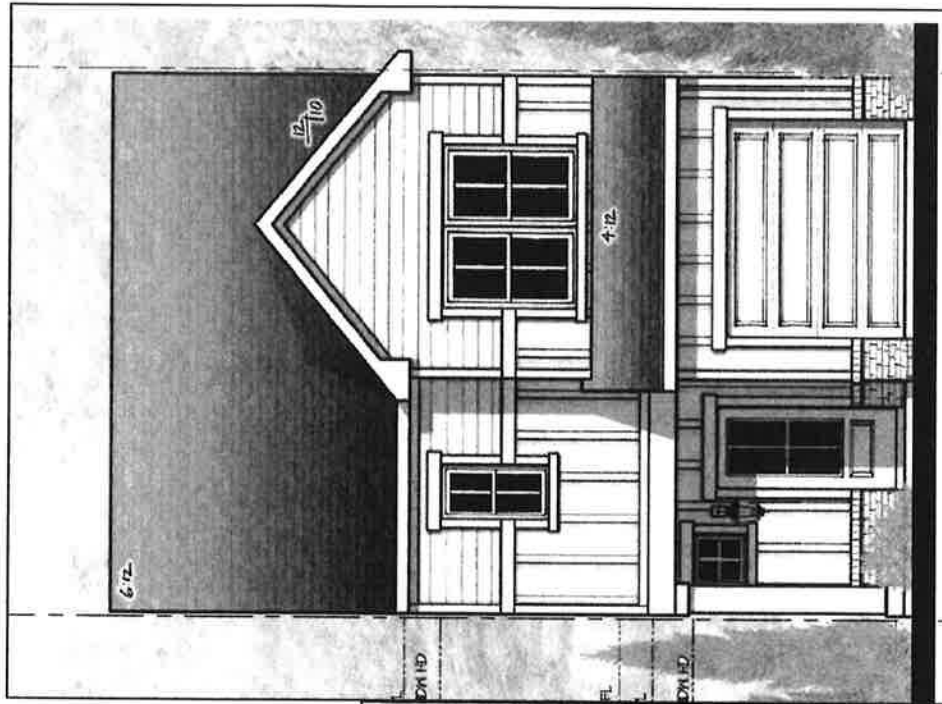
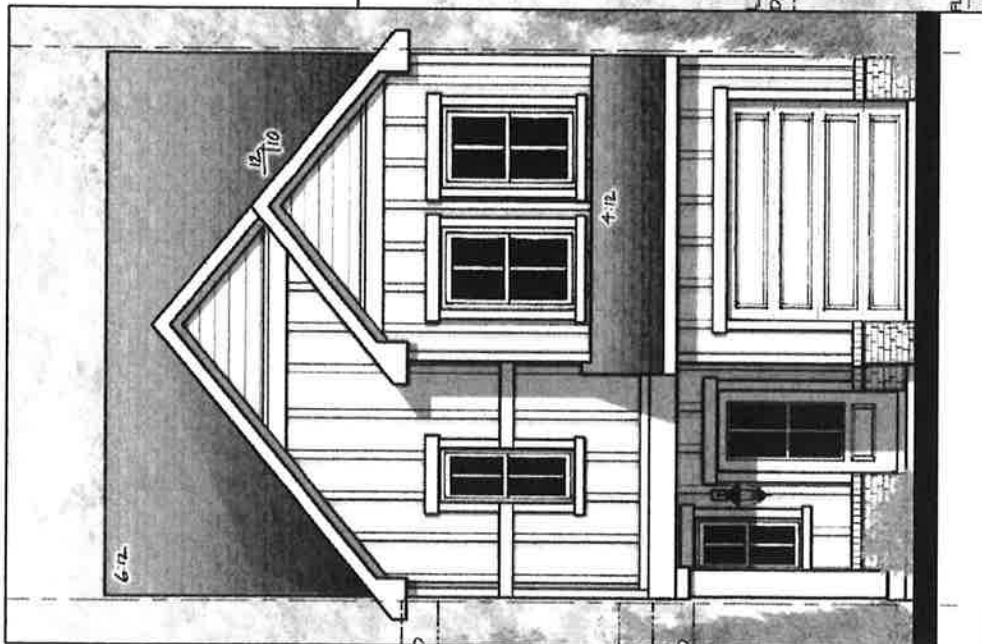


EXHIBIT E
PAGE 4 OF 6



Rear Loaded Exterior Examples

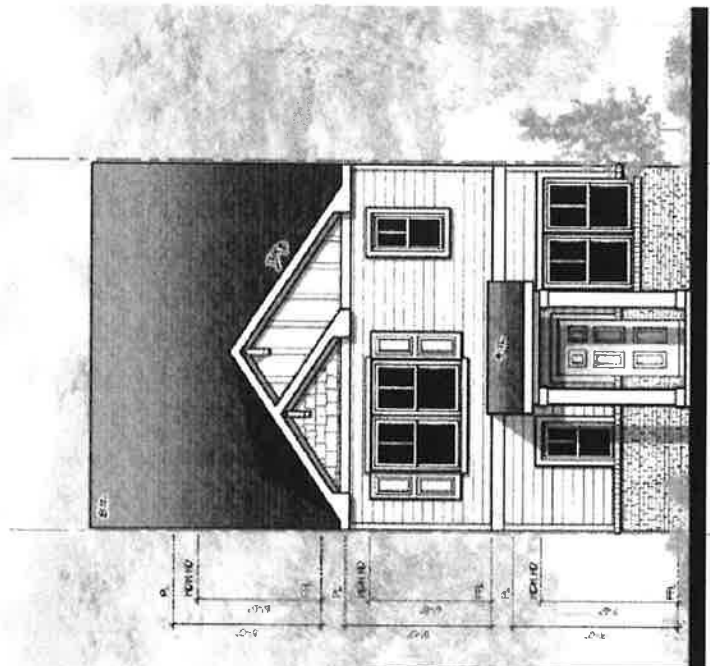
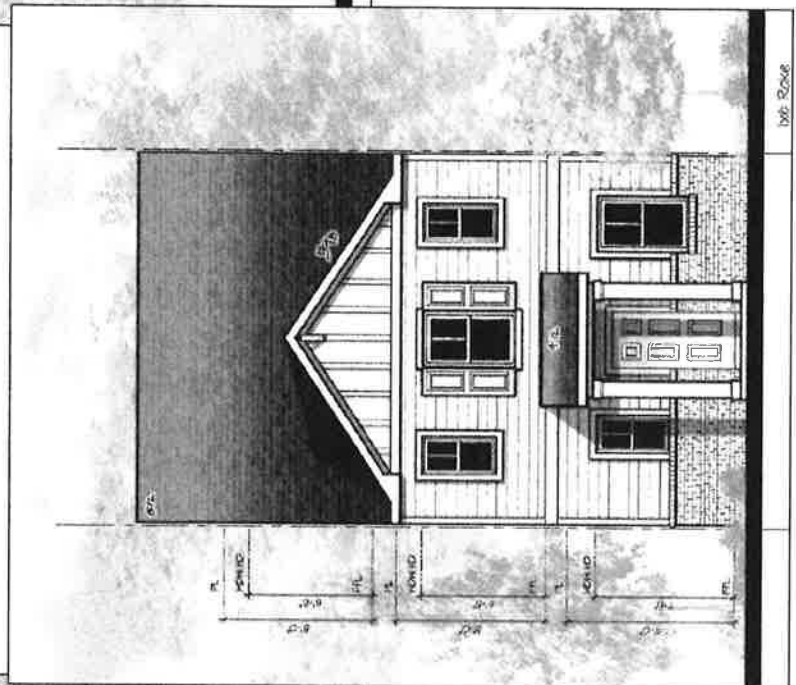
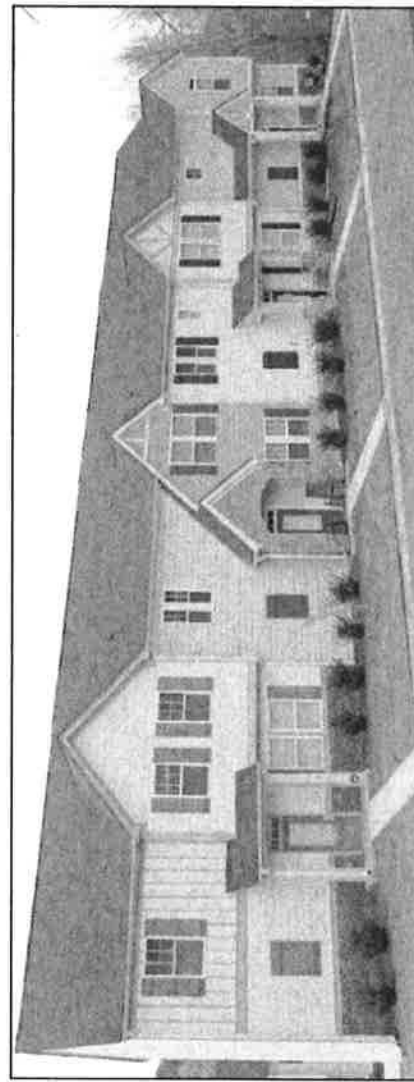
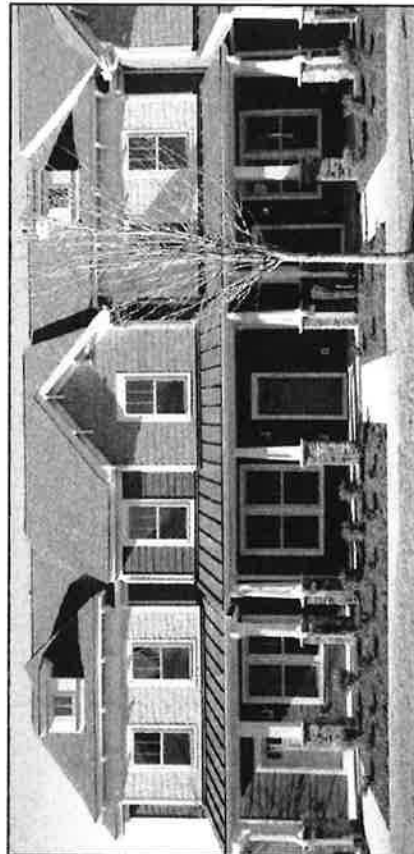
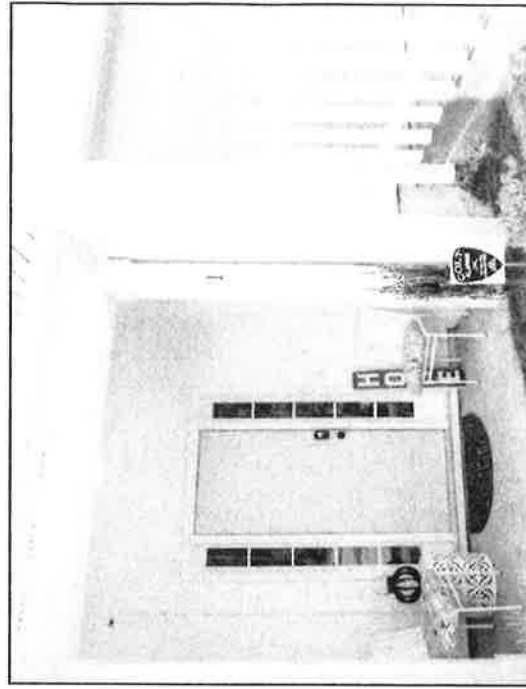
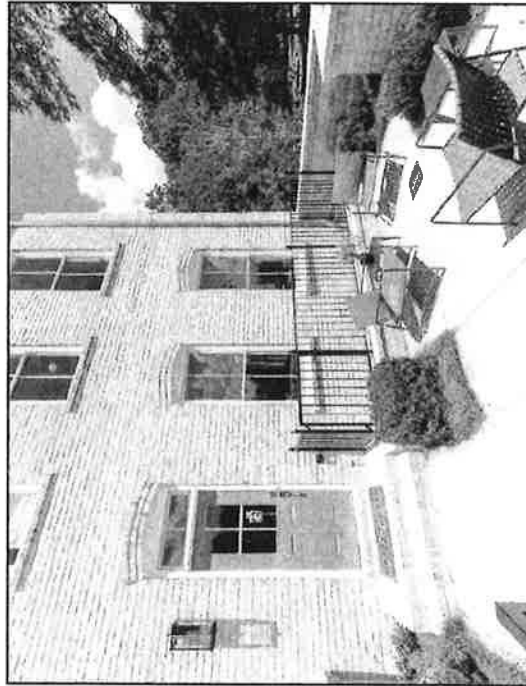
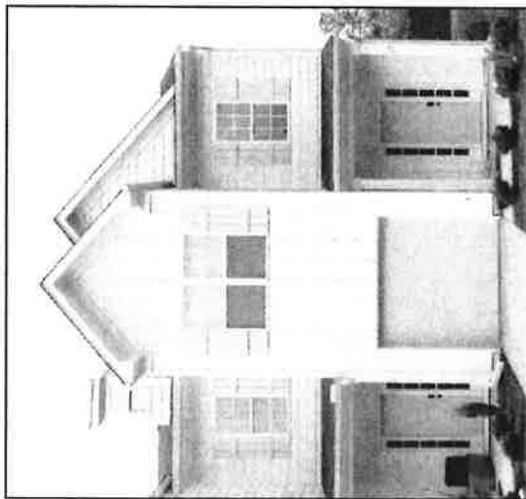


EXHIBIT E
PAGE 5 OF 6

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

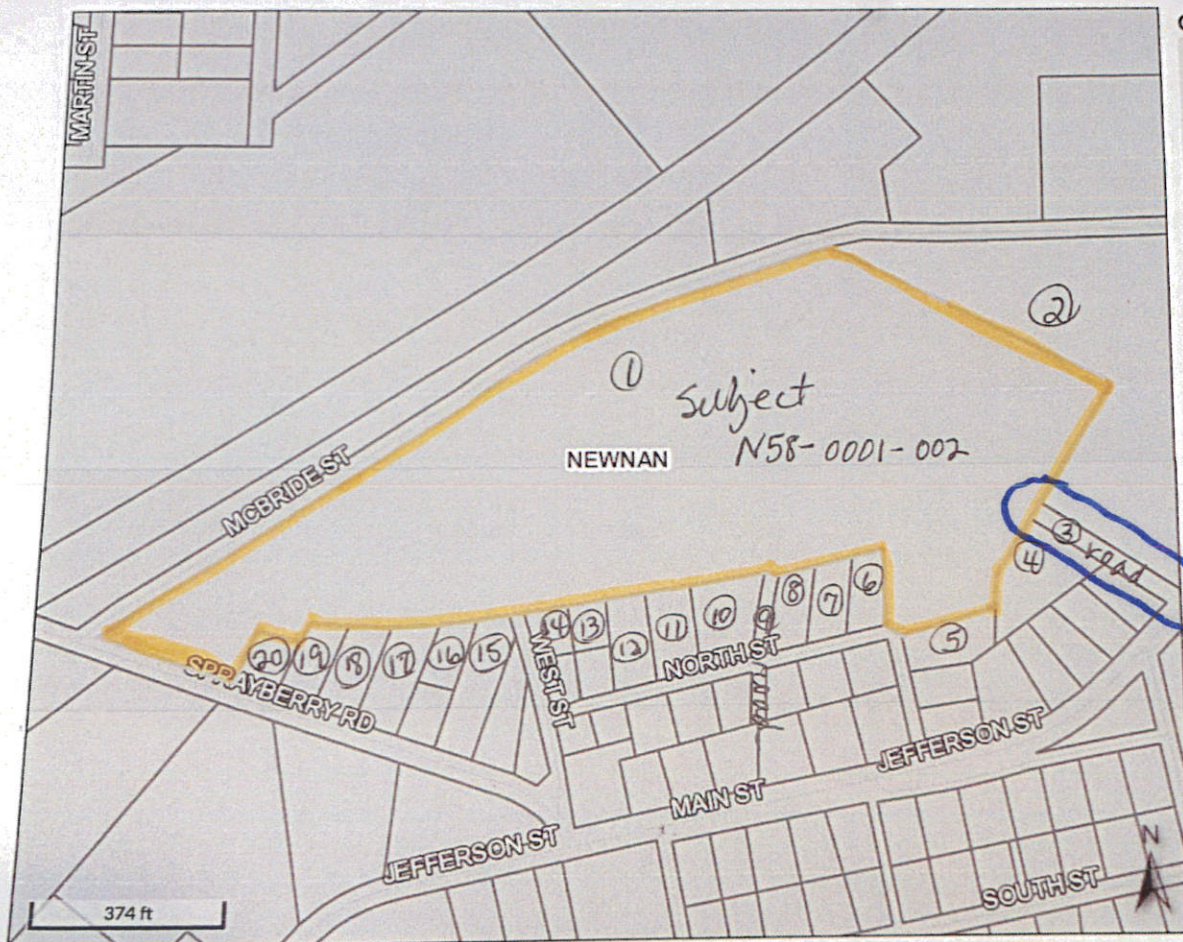
O: 770-451-2741 | C: 404-435-1234 D: 678-684-6236

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

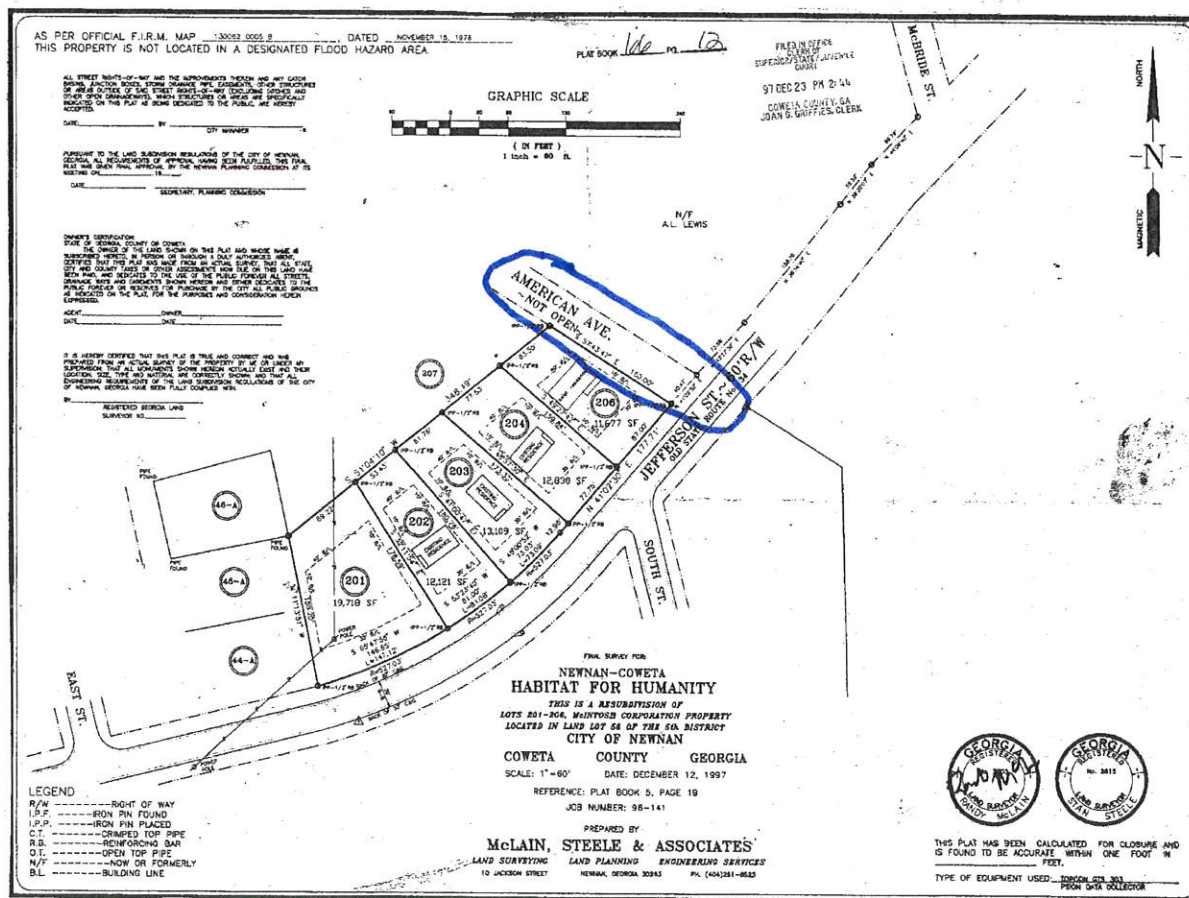
Last 2 Sales	Date	Price	Reason	Qual
	11/15/2018	0	03	U
	11/30/2011	0	03	U

(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

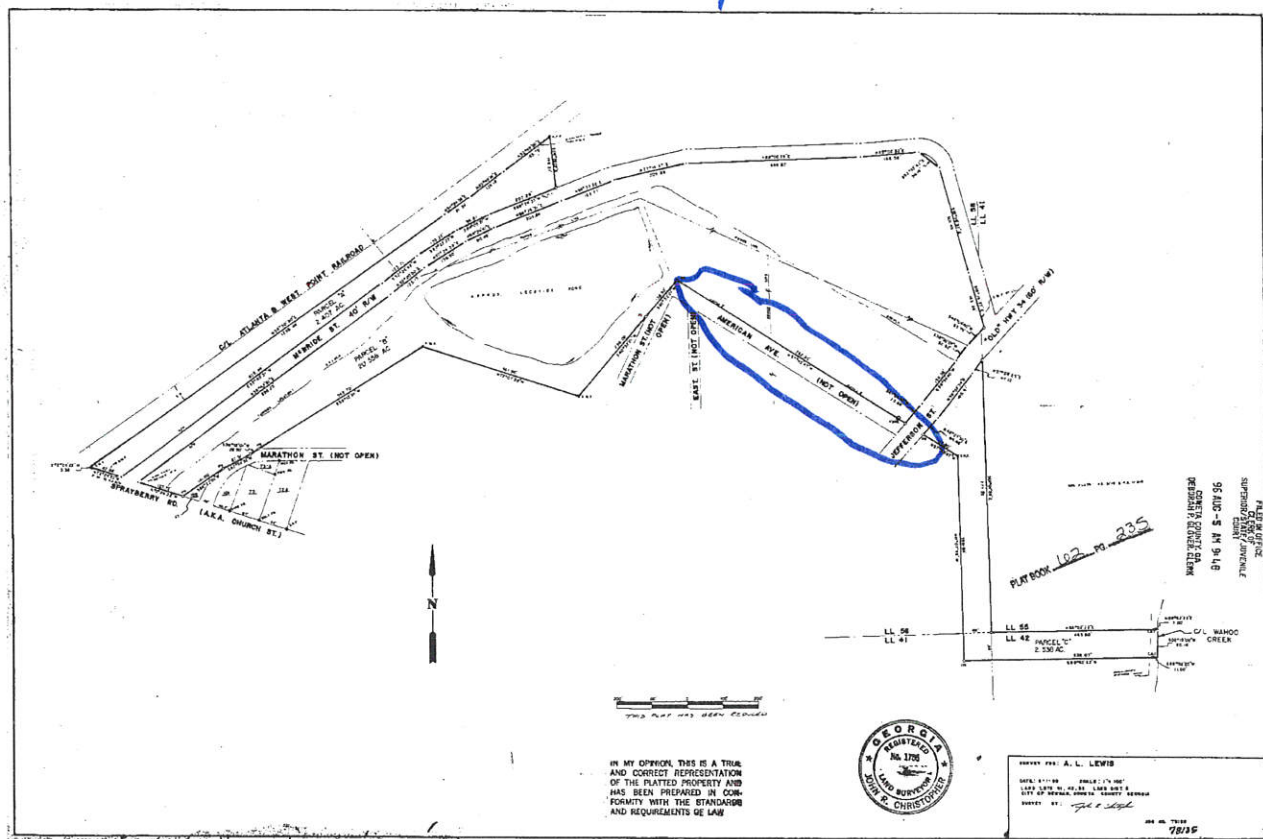
Richard W. King (SEAL)
Richard W. King
A.L. Lewis (SEAL)
A.L. Lewis

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

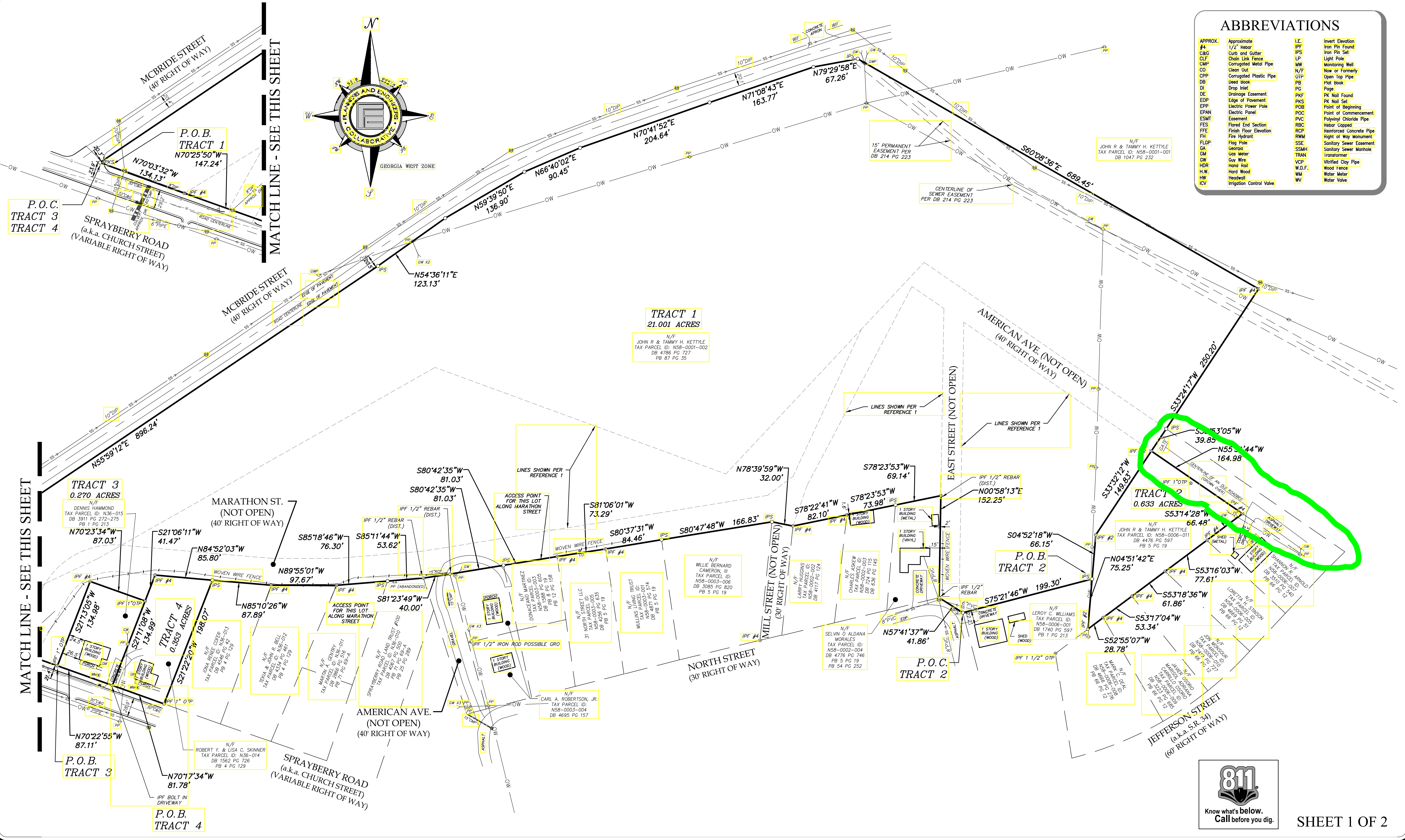
FILED IN OFFICE
CLERK OF
SUPERIOR/STATE/JUVENILE
COURT
96 AUG -5 AM 9:45
COWETA COUNTY, GA
DEBORAH P. GLOVER, CLERK



Plat of the Kettle property.

ABBREVIATIONS

APPROX.	Approximate	I.E.	Invert Elevation
#4	1/2" Rebar	IPF	Iron Pin Found
C&G	Curb and Gutter	IPS	Iron Pin Set
CLF	Chain Link Fence	LP	Light Pole
CMP	Corrugated Metal Pipe	MW	Monitoring Well
CO	Clean Out	N/F	Now or Formerly
CPP	Corrugated Plastic Pipe	OTP	Open Top Pipe
DB	Draw Book	PB	Plot Book
DI	Drop Inlet	PG	Page
DE	Drainage Easement	PKF	PK Nail Found
EOP	Edge of Pavement	PKS	PK Nail Set
EPP	Electric Power Pole	POB	Point of Beginning
EPAN	Electric Panel	POC	Point of Commencement
ESMT	Easement	PVC	Polyvinyl Chloride Pipe
FES	Flared End Section	RBC	Rebar Capped
FFE	Finish Floor Elevation	RCP	Reinforced Concrete Pipe
FI	Fire Hydrant	RWM	Right of Way Monument
FLGP	Flag Pole	SSE	Sanitary Sewer Easement
GA	Georgia	SSMH	Sanitary Sewer Manhole
GM	Gas Meter	TRAN	Transformer
GW	Guy Wire	VCP	Vitrified Clay Pipe
HDR	Hard Rail	W.D.F.	Wood Fence
H.W.	Headwall	WM	Water Meter
ICV	Irrigation Control Valve	WV	Water Valve



SHEET 1 OF 2

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.PECAL.COM
C.O.A./LSP000004

REV	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			

ALTA/NSPS LAND TITLE SURVEY
FOR
INLINE COMMUNITIES

LAND LOT(S) 56
DISTRICT 5th

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

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		SITE / TOPOGRAPHIC FEATURES	
	Guy Wire		Street Sign
	Electric Meter		Air Condition Unit
	Power Pole/Utility Pole		Bollard
GAS			Mailbox
	Gas Meter	STORM / DRAINAGE	
PROPERTY MONUMENTS			Storm Structure Lid
	Iron Pin Set		Drop Inlet
	Iron Pin Found (Rebar found)		Catch Basin
	PK Nail Set		Head Wall
	PK Nail Found		Junction Box
	Point		Curb Inlet
	Benchmark	WATER	
SEWER			Fire Hydrant
	Sanitary Sewer Manhole		Irrigation Control Valve
	Cleanout		Water Meter
			Water Valve

LINETYPES

PROPERTY		EXISTING OVERHEAD	
	Adjacent Property		Overhead Wires
	Property Line	EXISTING UNDERGROUND	
	Center of Creek		Cable
FENCE LINES			Electric
	Barb Wire Fence		Fiber Optic
	Chain link fence		Gas
	Wood Fence		Telecommunications
	Woven Wire Fence		Water
SITE / TOPOGRAPHIC FEATURES			Television
	Guardrail		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.PECCAL.COM
C.O.A.#LSF000004

5					
4					
3					
2					
1					
REV	DATE	DESCRIPTION	BY		

LAND LOT(S) 56
DISTRICT 5th

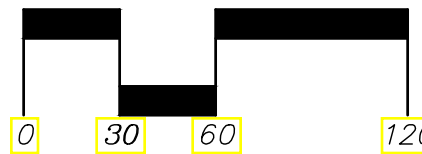
ALTA/NSPS LAND TITLE SURVEY
FOR

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

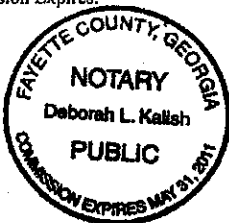
Notary Public

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

3112 100112 100000

(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

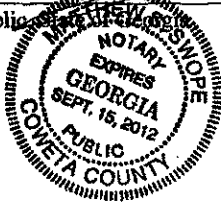
By: Bob Peebles L.S.

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

NEWNAN-COWETA HABITAT FOR HUMANITY, INC.

BY: Jean P. Dason

WITNESS

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 & LESS 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
Mark P. King
Notary Public, State of Georgia
My Commission Expires October 29, 1997

Richard W. King
RICHARD W. KING

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
Deborah Glover
Notary Public

BOOK 541 PAGE 369

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

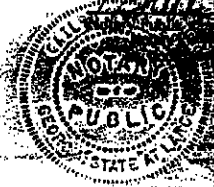
TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

Garth M. Lanier



Mildred T. King (SEAL)

MILDRED T. KING (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.

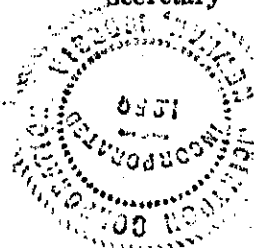
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

McINTOSH CORPORATION (Seal)

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

ATTEST: Ada R. Smith (Seal) Secretary



Warrant: C. Moore

42-6702
250-54702

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. Moore, 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 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
Notary Public at Law, Ga.
Addressed to this instrument

J. G. Reynolds
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 JAMES HILLER, a corporation of the State of North Carolina, of the second part, WITNESSETH, That the said Clifford Crawford, for and in consideration of the sum of Seven Thousand Dollars in hand paid to him by the said James Hiller, the receipt of which is hereby acknowledged, sold, aliened and conveyed unto the said party of the second part, his 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. 42 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 29 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

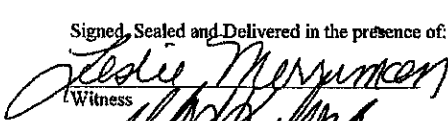
Cindy G. Brown

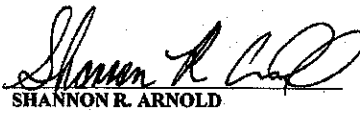
CLERK OF SUPERIOR COURT
COWETA COUNTY

10/28mr

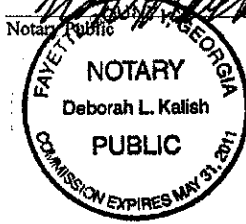
IN WITNESS WHEREOF, Grantor (if any individual or partnership) has hereunto set his hand and seal, or (if a corporation) has caused this Security Deed to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

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

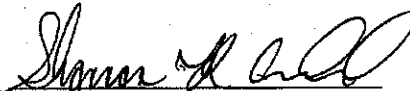
Right of First Refusal

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:

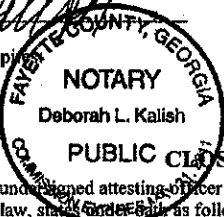
Borrower(s)

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 Canoly
Name: William Canoly
Title: Vice President

Witness: William Canoly

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

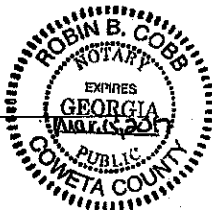
STATE OF GEORGIA
COUNTY OF COWETA

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 _____ 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

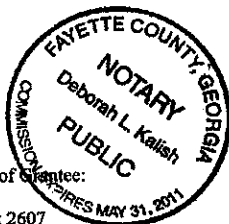
Corporate Attestation:
Attest:

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 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:

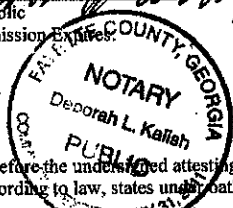
Borrower(s)

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 RENTTHIS 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 Penalty
Total 108.00
[Signature]
CLERK OF SUPERIOR COURTFILED 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 are published, all other notice being hereby waived by Grantor; and Grantee (or any person on behalf of Grantee) may bid and purchase at 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

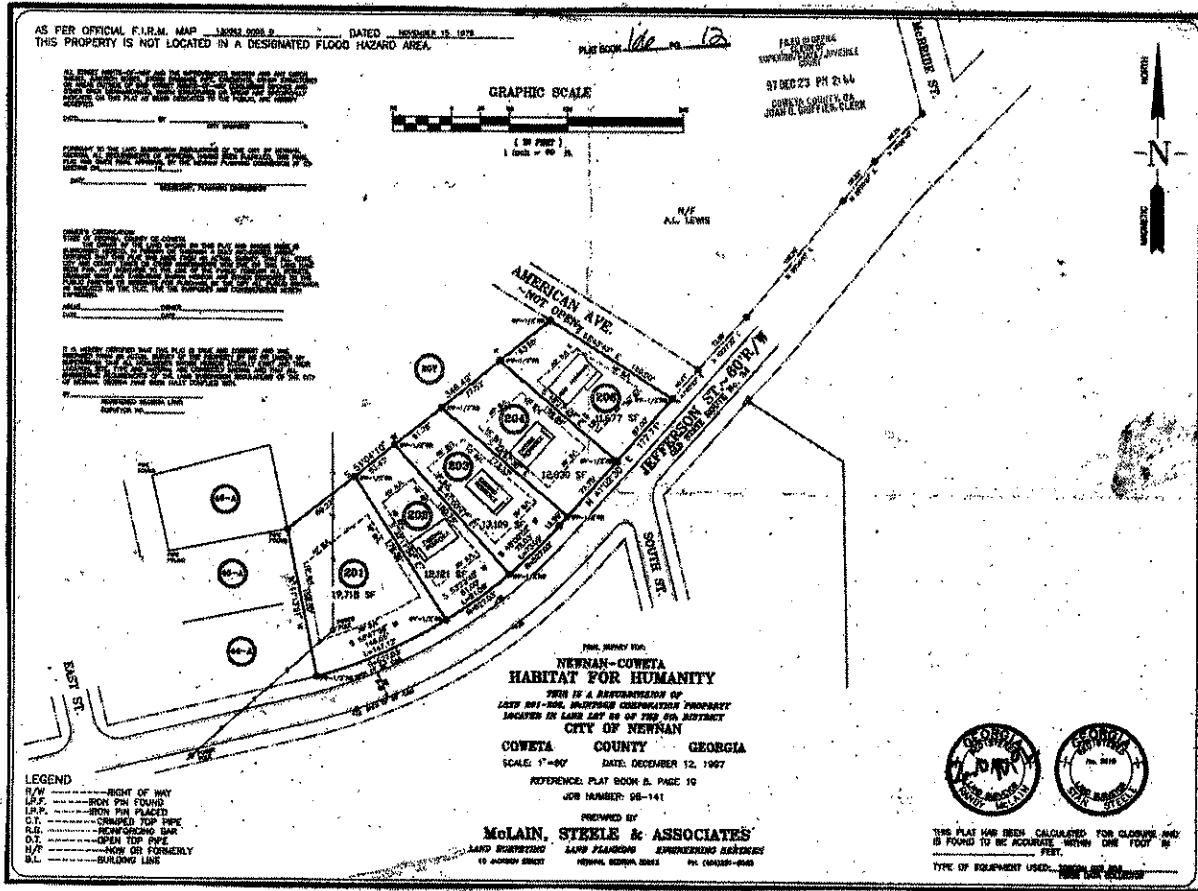
(Corporate Seal)

Address of Grantee:

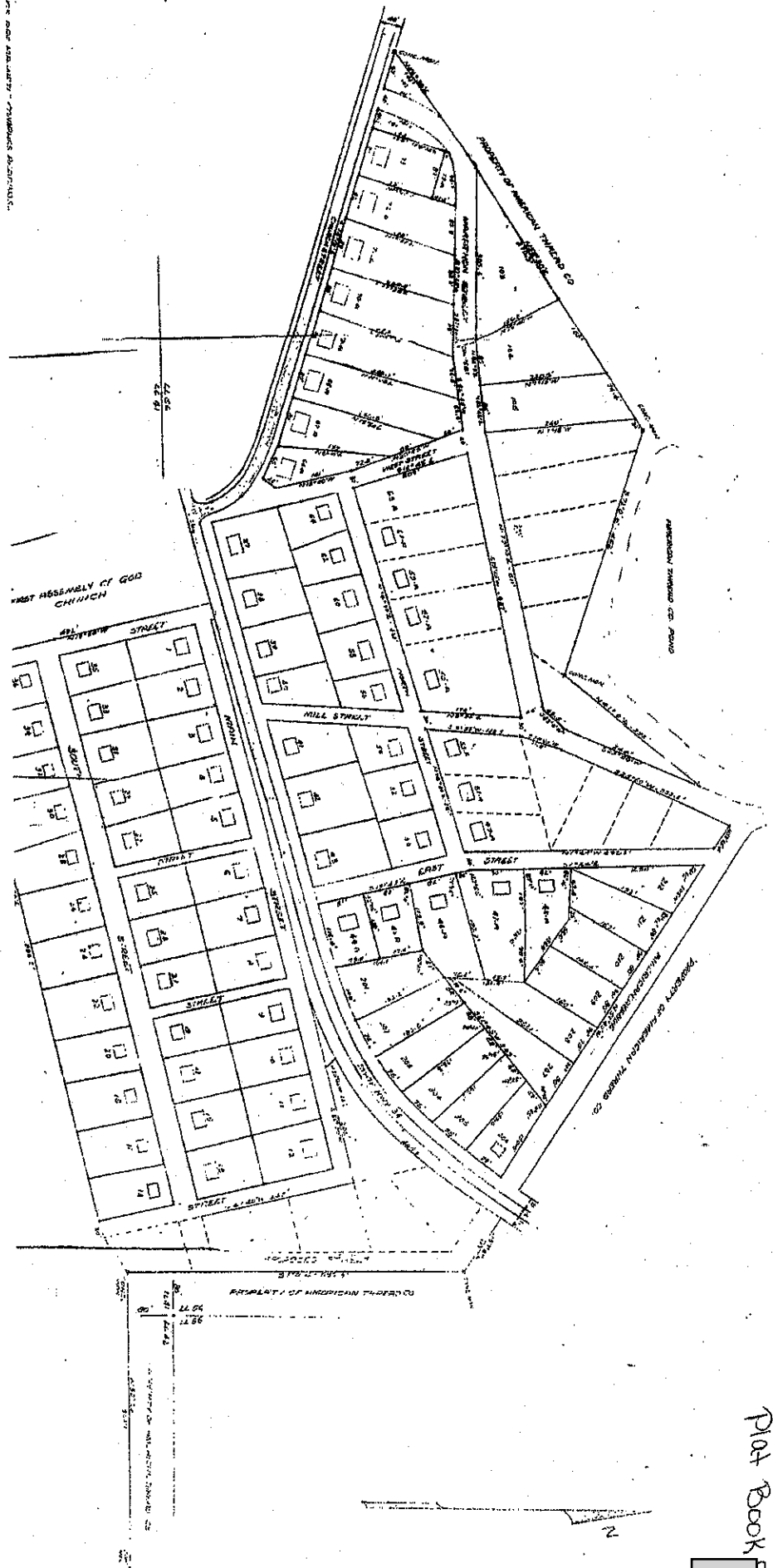
P.O. Box 2607

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

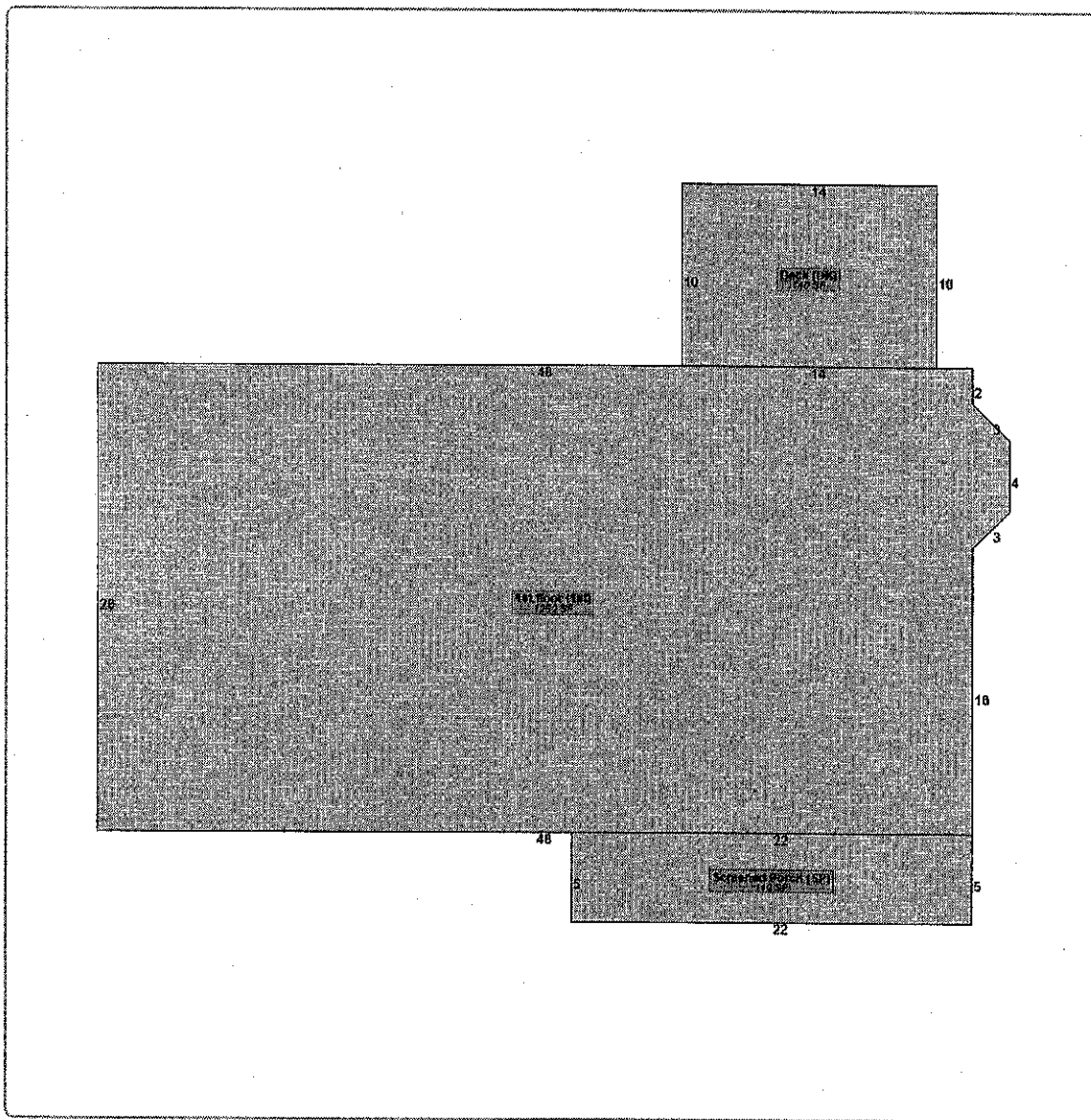
Assessment Notices 2019

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](#)

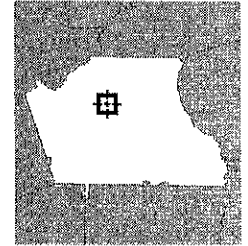
Last Data Upload: 7/22/2020, 1:07:36 AM

Version 2.3.71

Developed by
 Schneider
 GEOSPATIAL



Overview



Legend

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

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

Owner ARNOLD SHANNON R
 C/O NEWNAN-COWETA HABITAT FOR
 HUMANITY
 P O BOX 73619
 NEWNAN 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:

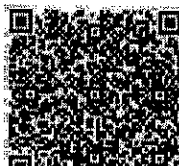
Map: N58 0006 007

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



Visitor Request for Newnan City Council Meetings

City of Newnan

Submitted On:
August 13, 2020 10:41pm
America/New_York

Full Name	Meghan Phillips
Address Autocomplete	Heritage Ridge Neighborhood Newnan, GA
Phone Number	4074894192
Email	mphillips6122@gmail.com
Preferred Method of Contact	Email
Date of City Council Meeting	8 2020
Please provide a brief summary of the topic that you wish to bring before City Council:	Heritage Ridge neighborhood would like to host a neighborhood garage sale on October 10, 2020. We would like to have professionally made banner signs over our neighborhood entrance signs that are on Lower Fayetteville. The banners would be displayed the week prior to our sale, then taken down once the sale is over.



Visitor Request for Newnan City Council Meetings

City of Newnan

Submitted On:
August 13, 2020 12:39pm
America/New_York

Full Name	Tammy Simmons
Address Autocomplete	6 Lovelace Street, Newnan, GA, USA
Phone Number	6783613597
Email	Tesimmons30@yahoo.com
Preferred Method of Contact	Phone
Date of City Council Meeting	8 25 2020
Please provide a brief summary of the topic that you wish to bring before City Council:	Mt. Sinai Missionary Baptist Church would like to have a Movie on the Lawn on September 4, 2020 on the Church Grounds for Member's only The movie will start at 9:00pm and everything will be over by 11:00 pm. We would like the street to be blocked off from 8:00 pm to 11:00pm. The church is the only Business/Home on the street. Thanks in advance
Please attach any supporting documentation such as maps, flyers, signage etc. along with this submissions.	https://seam.ly/ZQD8LGCM Movie night Main Event.pptx https://seam.ly/db3lZuNt Church Map.PNG

“MOVIE NIGHT MAIN EVENT”

MT. SINAI MISSIONARY BAPTIST CHURCH



SEPTEMBER 4, 2020

CHRISTIAN JAZZ MUSIC FROM 8PM TIL 9PM

MOVIE BEGINS AT 9PM.....OUTSIDE ON CHURCH GROUNDS

DONATION: ADULTS - \$10.00 | CHILDREN - \$5.00 (FOOD INCLUDED IN PRICE)



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).