

BOARD OF COUNTY COMMISSIONERS

Lee Hearn
Edward Gibbons
Eric K. Maxwell
Charles W. Oddo
Charles D. Rousseau



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

January 11, 2024

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

ORGANIZATIONAL SESSION:

Call to Order by County Attorney Dennis Davenport
Election of Board Chairman for the year 2024
Election of Board Vice Chairman for the year 2024

OFFICIAL SESSION:

Call to Order
Invocation and Pledge of Allegiance by Commissioner Edward Gibbons
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of the Fayette County Annual Merry Door and Wreath Decorating Contest winners. (page 3)

PUBLIC HEARING:

2. Consideration of Petition No.1335-23A, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 22.9674 acres from R-70 to A-R for a recreational facility; property located in Land Lot(s) 224 & 225 of the 5th District and fronts on Veterans Parkway. (pages 4-68)
3. Consideration of Petition No.1335-23B, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 237.4382 acres from R-70 to A-R for a recreational facility; property located in Land Lot(s) 224 of the 5th District and Land Lot(s) 13, 14, 18, and 19 of the 7th District and fronts on Veterans Parkway and Lee's Mill Road. (pages 69-136)
4. Consideration of Petition No.1335-23C, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 39.6621 acres from R-70 to A-R for a recreational facility; property is located in Land Lot(s) 224 & 225 of the 5th District and Land Lot(s) 15 of the 7th District and fronts on Veterans Parkway and Lee's Mill Road. (pages 137-202)

5. Consideration of Petition No.1335-23D, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 18.4863 acres from R-70 to A-R for a recreational facility; property is located in Land Lot(s) 14 & 15 of the 7th District and fronts on Lee's Mill Road. (pages 203-261)

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

6. Approval of authorization to sign checks combining any of the following two signatures for transactions at or above \$5,000.00: Chairman, Vice-Chairman, County Administrator. (intentionally left unnumbered)
7. Approval of authorization to sign checks for transactions in the amount of \$4,999.99 or less: Chairman, Vice-Chairman, County Administrator. (intentionally left unnumbered)
8. Approval of the Chairman, Vice-Chairman, and the County Administrator to execute contracts, resolutions, agreements, or other documents approved by and on behalf of the Board of Commissioners. (intentionally left unnumbered)
9. Approval of Resolution 2024-01, establishing qualifying fees for the 2024 elections in Fayette County. (pages 262-263)
10. Approval for Fayette County Fire & Emergency Services to proceed with an emergency purchase in the amount of \$103,682 for one (1) Fire Squad vehicle. (pages 264-266)
11. Approval to accept the Enhancement and Innovation supplemental grant awarded to the Accountability State Court DUI program in the amount of \$6,000. (pages 267-269)
12. Approval of the December 14, 2023 Board of Commissioners Meeting Minutes. (pages 270-280)

OLD BUSINESS:

13. Approval of Resolution 2023-11 to accept a donation of approximately 29.94 acres of property; 9.18 acres at Crimson Trace-Phase 3 subdivision and 20.76 acres at Yates Crossing-Phase 1 subdivision, located in Land Lots 12, 13, and 20 of the 7th District. This item was tabled at the December 14, 2023 Board of Commissioners meeting. (pages 281-285)

NEW BUSINESS:

14. Request for authorization to issue the Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024, with an issuance amount of \$33,100,000. (pages 286-371)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at <https://vimeo.com/user133262656>.

COUNTY AGENDA REQUEST

3 of 371

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of the Fayette County Annual Merry Door and Wreath Decorating Contest winners.

Background/History/Details:

Each year, county departments participate in the door decorating contest in honor of the Christmas holiday season. This season, departments had the option of decorating the department's door or making a wreath.

The winning departments for 2023 are:

1st Place Door Decoration - Building Safety

1st Place Wreath Decoration - Criminal Investigation Division-Sheriff's Office

Best Overall - Criminal Investigation Division-Sheriff's Office

This seasonal event builds team work and creativity and brings a festive appearance to the departments.

What action are you seeking from the Board of Commissioners?

Recognition of the Fayette County Annual Merry Door and Wreath Decorating Contest winners.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

4 of 371

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No.1335-23A, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 22.9674 acres from R-70 to A-R for a recreational facility; property located in Land Lot(s) 224 & 225 of the 5th District and fronts on Veterans Parkway.

Background/History/Details:

The subject property is a 22.9674-acre tract and is undeveloped. It is currently zoned R-70, Single-Family Residential. The area is designated as Rural Residential on the Fayette County Future Land Use Plan.

On December 7, 2023, Planning Commission voted 3-1 to recommend CONDITIONAL APPROVAL.

Staff recommends four (4) conditions for CONDITIONAL APPROVAL of the request for a zoning of A-R, Agriculture-Residential, because the request is consistent with the Fayette County Comprehensive Land Use Plan & surrounding land uses. Please refer to the accompanying staff report and/or PowerPoint slide #11-12, for the full text of recommended conditions.

Summary of the four (4) conditions:

1. Owner/Developer prepare a Traffic Impact Study for review and approval.
2. A maximum of four curb cuts along Veterans Parkway Road frontage: 2 West; 2 East.
3. All parcel remnants located on the east side of Veterans Parkway shall be combined within six months.
4. Developer shall install a 16-in diameter water line.

What action are you seeking from the Board of Commissioners?

Approval of Petition No.1335-23A, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 22.9674 acres from R-70 to A-R for a recreational facility; property located in Land Lot(s) 224 & 225 of the 5th District and fronts on Veterans Parkway with four (4) conditions.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PETITION NO: 1335-23A**REQUESTED ACTION:** Rezone from R-70 to A-R**PARCEL NUMBER:** 0542 005**PROPOSED USE:** Agricultural/Recreational**EXISTING USE:** Vacant Land**LOCATION:** Veterans Parkway**DISTRICT/LAND LOT(S):** 5th District, Land Lots 224 & 225**AREA:** 22.9674 Acres**OWNERS:** Veterans Pkwy and Lees Mill South LLC**AGENT:** Fayette County Development Authority**PLANNING COMMISSION PUBLIC HEARING:** December 7, 2023**BOARD OF COMMISSIONERS PUBLIC HEARING:** January 11, 2024

APPLICANT'S INTENT

Applicant proposes to rezone 22.9674 acres from R-70 to A-R for agricultural and recreational purposes.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan, Rural Residential-2 (1 Unit/2 Acres) is designated for this area, so the request for A-R zoning is appropriate; it is a less intense use. Based on the Investigation and Staff Analysis, Staff recommends **CONDITIONAL APPROVAL** of the request for a zoning of A-R, Agricultural-Residential District.

PLANNING COMMISSION RECOMMENDATION

On December 7, 2023, the Fayette County Planning Commission recommended **CONDITIONAL APPROVAL** of the request for a zoning of A-R, Agricultural-Residential District by a 3-1 vote.

RECOMMENDED CONDITIONS (as approved by the Planning Commission on 12/07/2023)

1. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design,

permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.

2. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
3. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
4. The project shall have a maximum of one curb cut onto Lees Mill Road.
5. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.
6. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
8. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.

REVISED RECOMMENDED CONDITIONS based on the recommendations of the County Attorney, the following conditions better define the recommended conditions and omit conditions that are specific to other parcels in the project:

1. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
- ~~2. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).~~
- 3.2. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
- ~~4. The project shall have a maximum of one curb cut onto Lees Mill Road.~~
- ~~5. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.~~

- ~~6.3.~~ All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
- ~~7. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.~~
- ~~8. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.~~
4. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

INVESTIGATION**A. GENERAL PROPERTY INFORMATION**

The property is a legal lot of record. It is not located in an Overlay Zone

PARCEL SUMMARY:

PETITION No.	PARCEL ID	ACREAGE	CURRENT ZONING	PROPOSED ZONING	ROAD FRONTAGE
1335-23A	0542 005	22.9674	R-70	A-R	Veterans Parkway
1335-23B	0707 011	237.4382	R-70	A-R	Veterans Parkway & Lees Mill
1335-23C	0708 042	39.6621	R-70	A-R	Veterans Parkway & Lees Mill
1335-23D	0708 058	18.4863	R-70	A-R	Lees Mill

B. REZONING HISTORY:

This property was rezoned from A-R to R-70 in 1973 as part of a blanket rezoning.

C. CURRENT DEVELOPMENT HISTORY:

The property is currently used for agricultural purposes.

B. SURROUNDING ZONING AND USES

Near the subject property is land which is zoned R-70, R-45, and C-S. See the following table and the attached Zoning Map. The subject property is bounded by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	44.73	R-70	Single-Family Residential	Rural Residential – 2 (1 Unit/2 Acres)
South & West	132.04; 13.45	R-70; R-45	Agricultural & Conservation; Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)
East	8.3 25.00	R-70 C-S & R-45	Conservation; Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)
West	24.62	R-70	Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)

C. COMPREHENSIVE PLAN

The subject property lies within an area designated for Rural Residential – 2 (1 Unit/2 Acres).

D. ZONING/REGULATORY REVIEW

Access & Right-of Way: The property has frontage on Veterans Parkway.

E. DEPARTMENTAL COMMENTS

- ☐ **Water System** - Water is available on Lees Mill Rd in a 16-inch ductile iron water main. No water is available on that section of Veterans Pkwy.
- ☐ **Public Works & Environmental Management**
 - **County Road Frontage Right of Way Dedication**
Veterans Parkway is a **Minor Arterial** roadway per the Fayette County Thoroughfare Plan and requires and the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Fayette County Public Works controls access to the roadway. Proposed site access points on **Veterans Parkway** will be permitted through Fayette County.
 - **Traffic Data**

According to a 2022 report from Pond Engineering the annual average daily traffic for Veterans Parkway is **8,285 vehicles per day**; the annual average daily traffic for **Lees Mill Road** per GDOT is approximately **2,300 vehicles per day** approximately 2 miles west of Veterans Parkway.

As part of the plan review and approval process, Public Works shall require a Traffic Impact Study for the proposed development.
 - **Sight Distance**

Minimum sight distances will have to be satisfied for any proposed new road intersections. Fayette County Public Works Department will review sight distances for any proposed access points to **Lees Mill Road** and **Veterans Parkway**.
 - **Floodplain Management**

The 321.34-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0084E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the 2013 Dewberry Limited Flood Study for Fayette County.
 - **Wetlands**

The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Proposed development plans will be required to locate any existing wetland areas.
 - **Watershed Protection**

There **ARE** known state waters located on the subject property. Watershed Protection Buffers shall apply.

- **Groundwater**

The property **IS** within a groundwater recharge area per Fayette County GIS.

- **Post Construction Stormwater Management**

This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces.

- **Landscape and Tree replacement Plan**

This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances if rezoned.

- ☐ **Environmental Health Department** – This office has no objections to the proposed rezoning.
- ☐ **Fire** – No objections to the requested rezoning.
- ☐ **GDOT** – Not applicable.

STANDARDS

Sec. 110-300. - Standards for map amendment (rezoning) evaluation.

All proposed map amendments shall be evaluated with special emphasis being placed on the relationship of the proposal to the land use plan and related development policies of the county. The following factors shall be considered by the planning and zoning department, the planning commission and the board of commissioners when reviewing a request for rezoning:

- (1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- (3) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools;
- (4) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

STAFF ANALYSIS

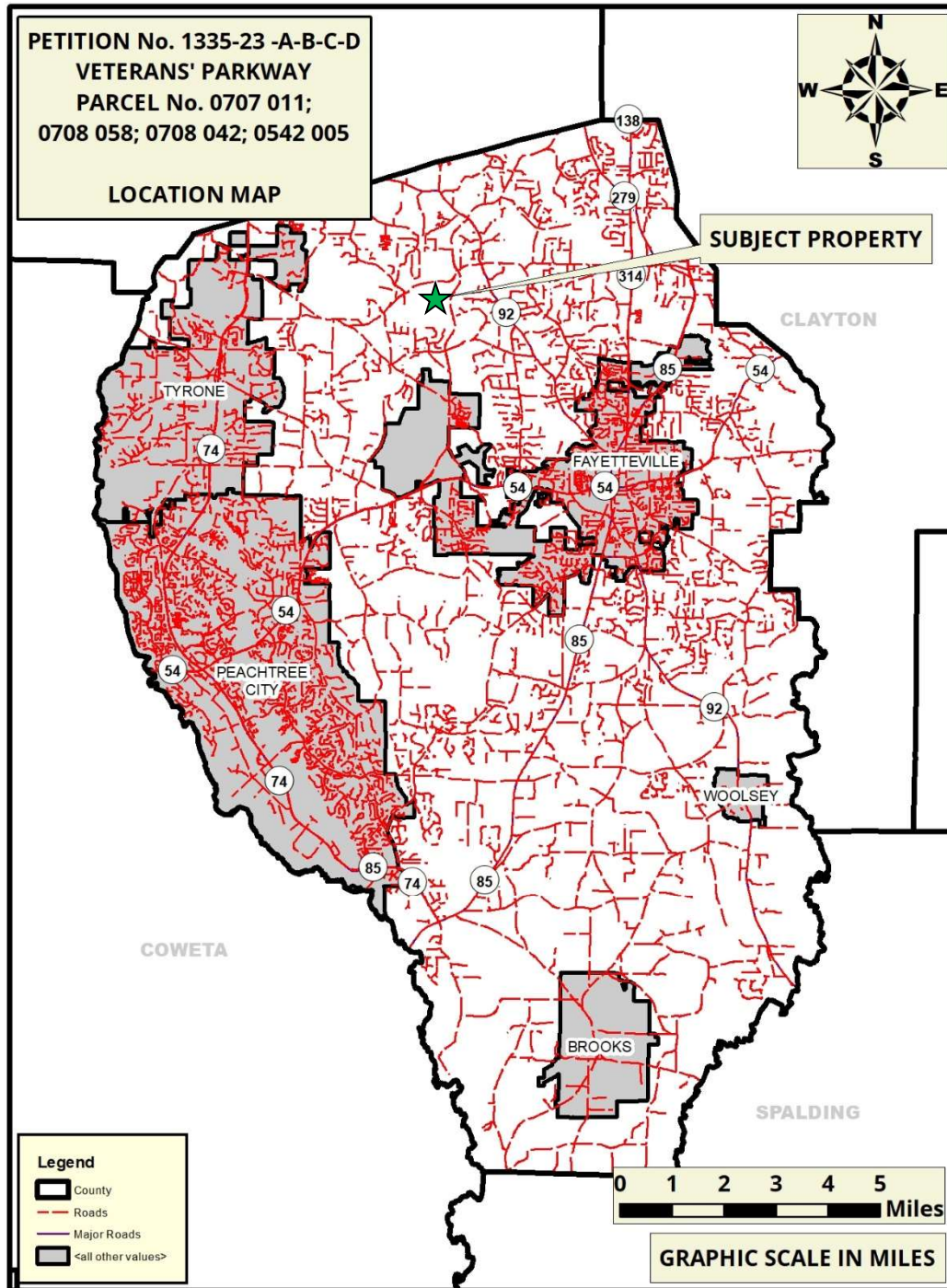
1. The subject property lies within an area designated for Rural Residential-2 Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the use and proposed lot size.
2. The area around the subject property is an area that already has various residential and agricultural uses. It is staff's opinion that the zoning proposal would not adversely affect the existing or future uses of nearby properties.
3. It is staff's opinion that if conditions are approved, the zoning proposal will not have an excessive or burdensome impact on streets, utilities, or schools.
4. The proposal is consistent in character and use with the surrounding uses as agricultural and low density residential.

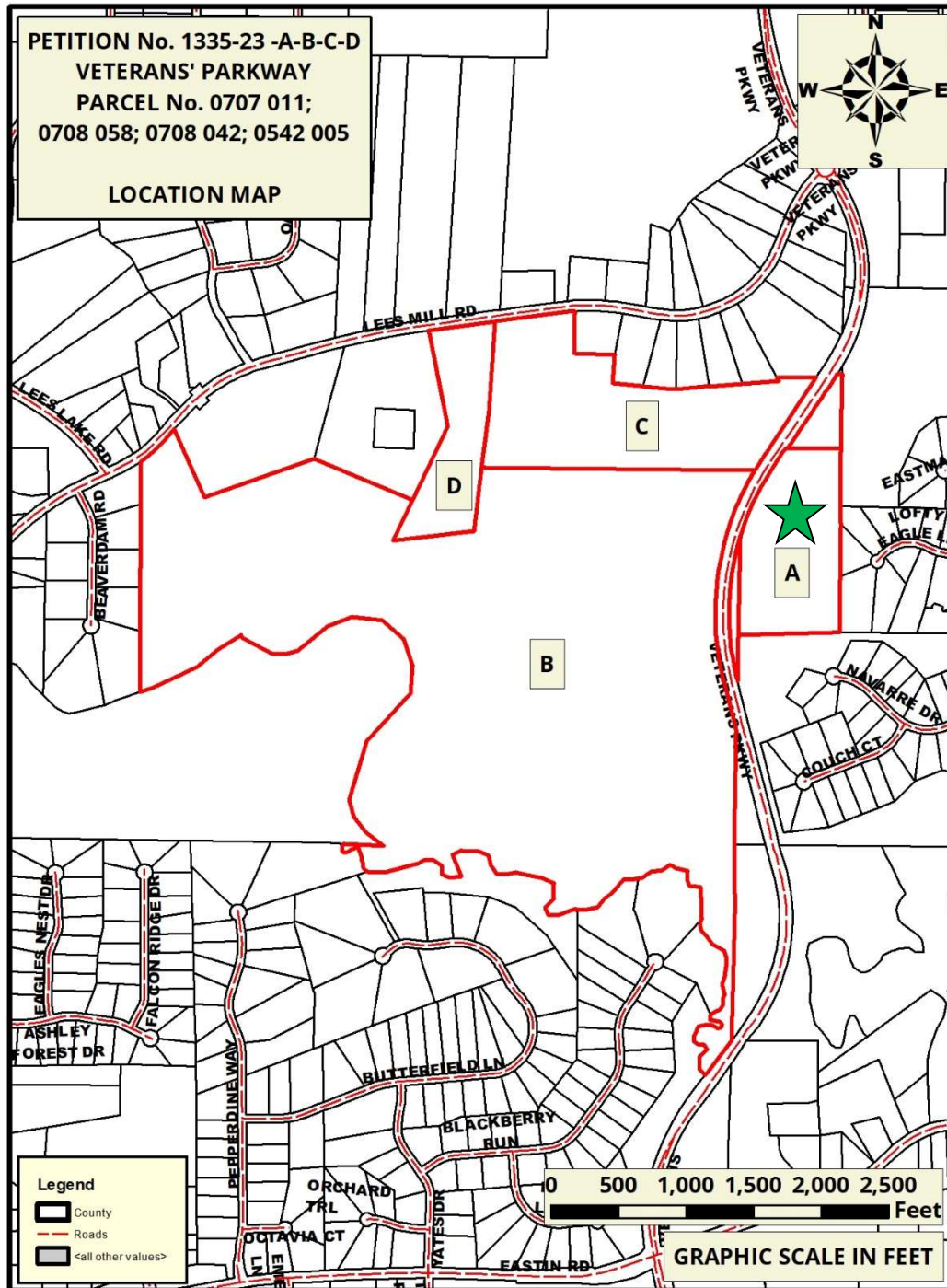
ZONING DISTRICT STANDARDS

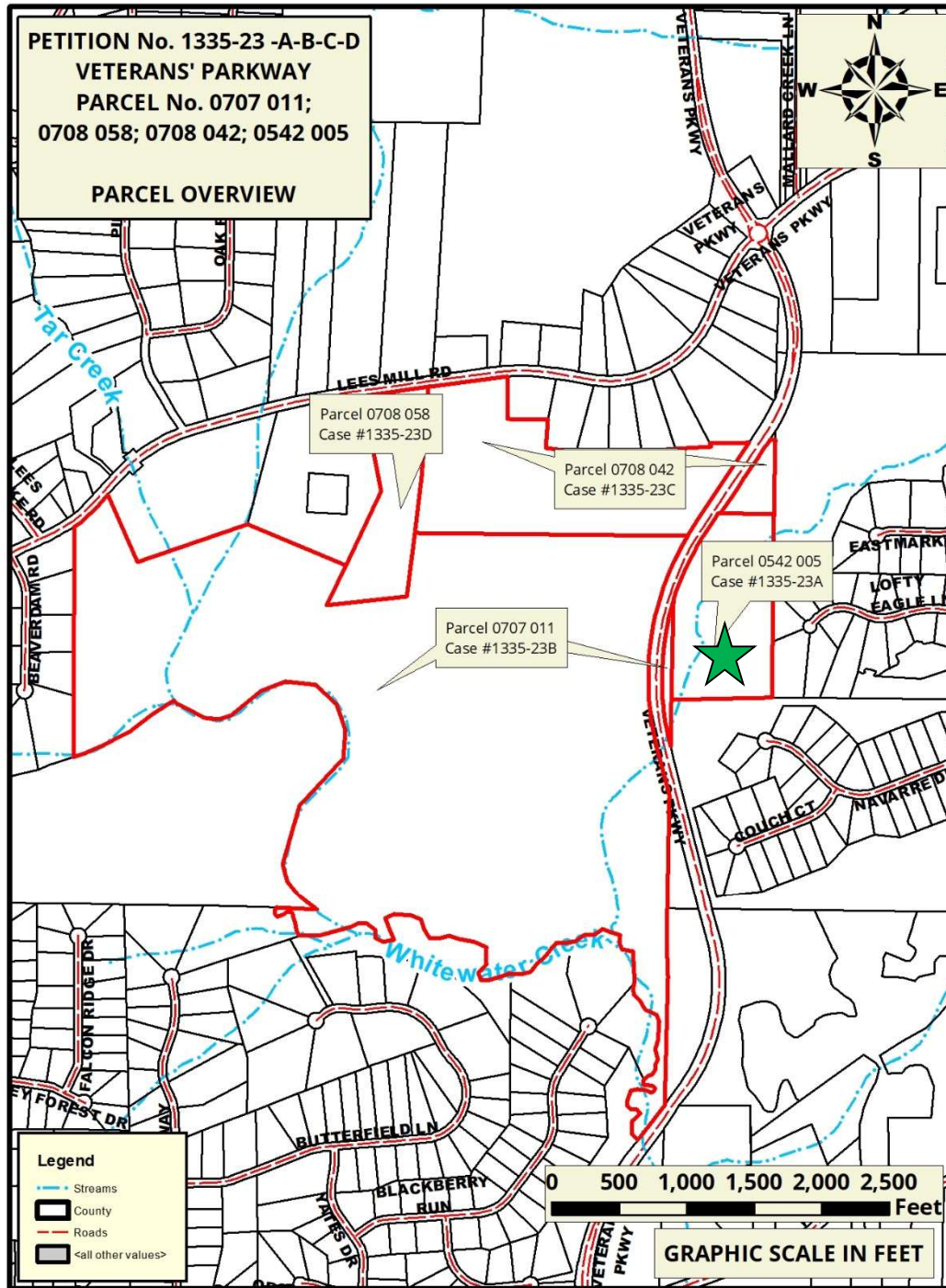
Sec. 110-125. A-R, Agricultural-Residential District.

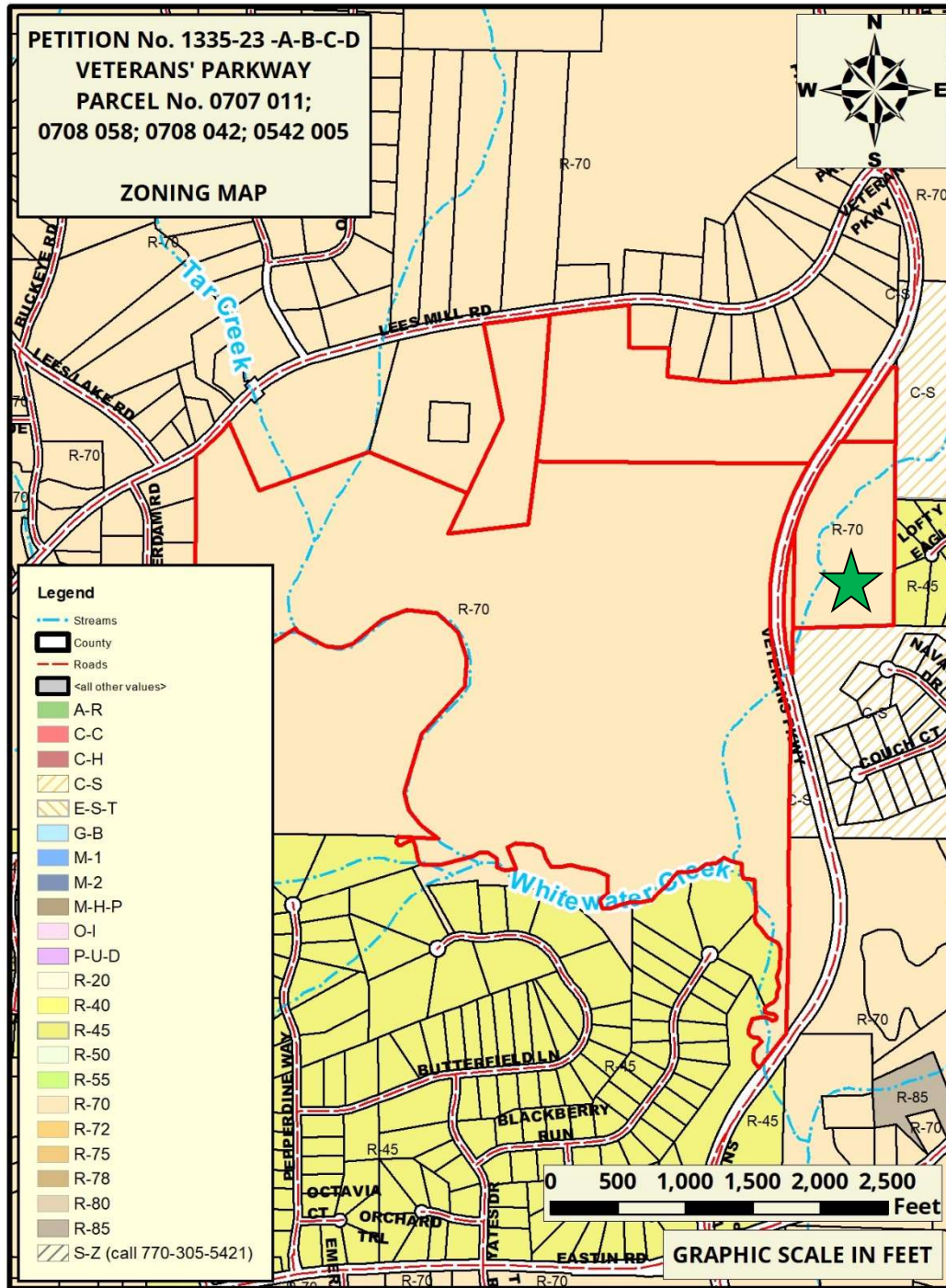
- (a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential and agricultural character and designed to protect against the depreciating effects of small lot, residential development and those uses which are incompatible with such a residential and agricultural environment.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the A-R zoning district:
 - (1) Single-family dwelling;
 - (2) Residential accessory structures and uses (see article III of this chapter);
 - (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
 - (4) Plant nurseries and greenhouses (no sales of related garden supplies);
 - (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
 - (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:
 - (1) Aircraft landing area;
 - (2) Animal hospital, kennel or veterinary clinic;
 - (3) A-R bed and breakfast inn;
 - (4) A-R wedding/event facility;
 - (5) Cemetery;
 - (6) Church and/or other place of worship;
 - (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
 - (8) Commercial driving range and related accessories;
 - (9) Child care facility;
 - (10) Deer processing facility.
 - (11) Developed residential recreational/amenity areas;
 - (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
 - (13) Golf course (minimum 18-hole regulation) and related accessories;
 - (14) Home occupation;
 - (15) Horse show, rodeo, carnival, and/or community fair;
 - (16) Hospital;
 - (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
 - (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
 - (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
 - (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
 - (21) Religious tent meeting; and

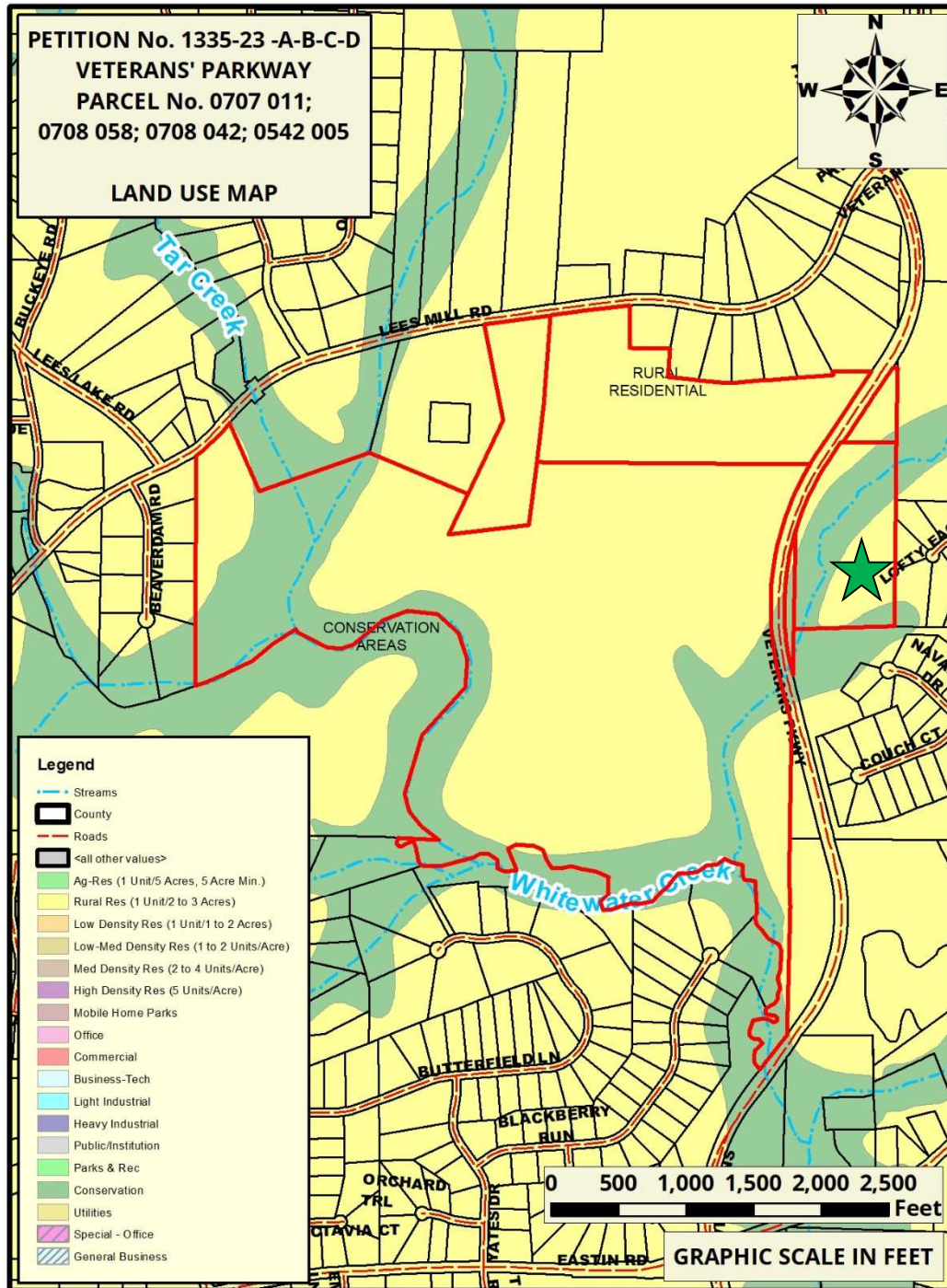
- (22) Shooting range, outdoor.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:
- (1) Lot area: 217,800 square feet (five acres).
 - (2) Lot width: 250 feet.
 - (3) Floor area: 1,200 square feet.
 - (4) Front yard setback:
 - a. Major thoroughfare:
 1. Arterial: 100 feet.
 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
 - (5) Rear yard setback: 75 feet.
 - (6) Side yard setback: 50 feet.
 - (7) a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.
- (e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.
- (Code 1992, § 20-6-1; Ord. of 7-28-2011; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2012-13, § 4, 12-13-2012; Ord. No. 2012-14, § 3, 12-13-2012; Ord. No. 2014-19, § 6,7, 12-11-2014; Ord. No. 2015-05, § 2, 3-26-2015; Ord. No. 2016-12, § 3, 7-28-2016; Ord. No. 2017-04, § 2, 3-23-2017; Ord. No. 2018-03, §§ 11, 12, 9-22-2018)

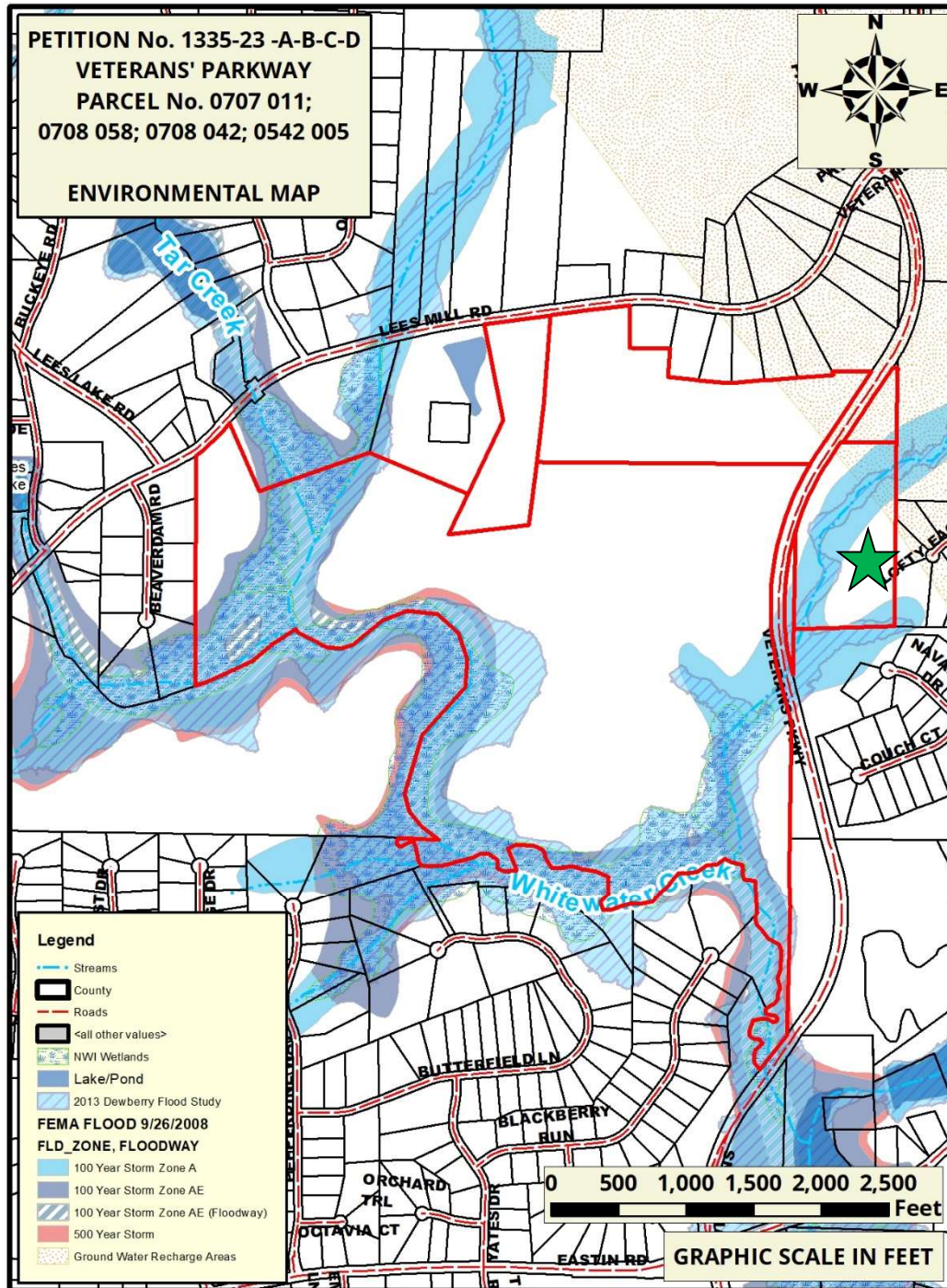


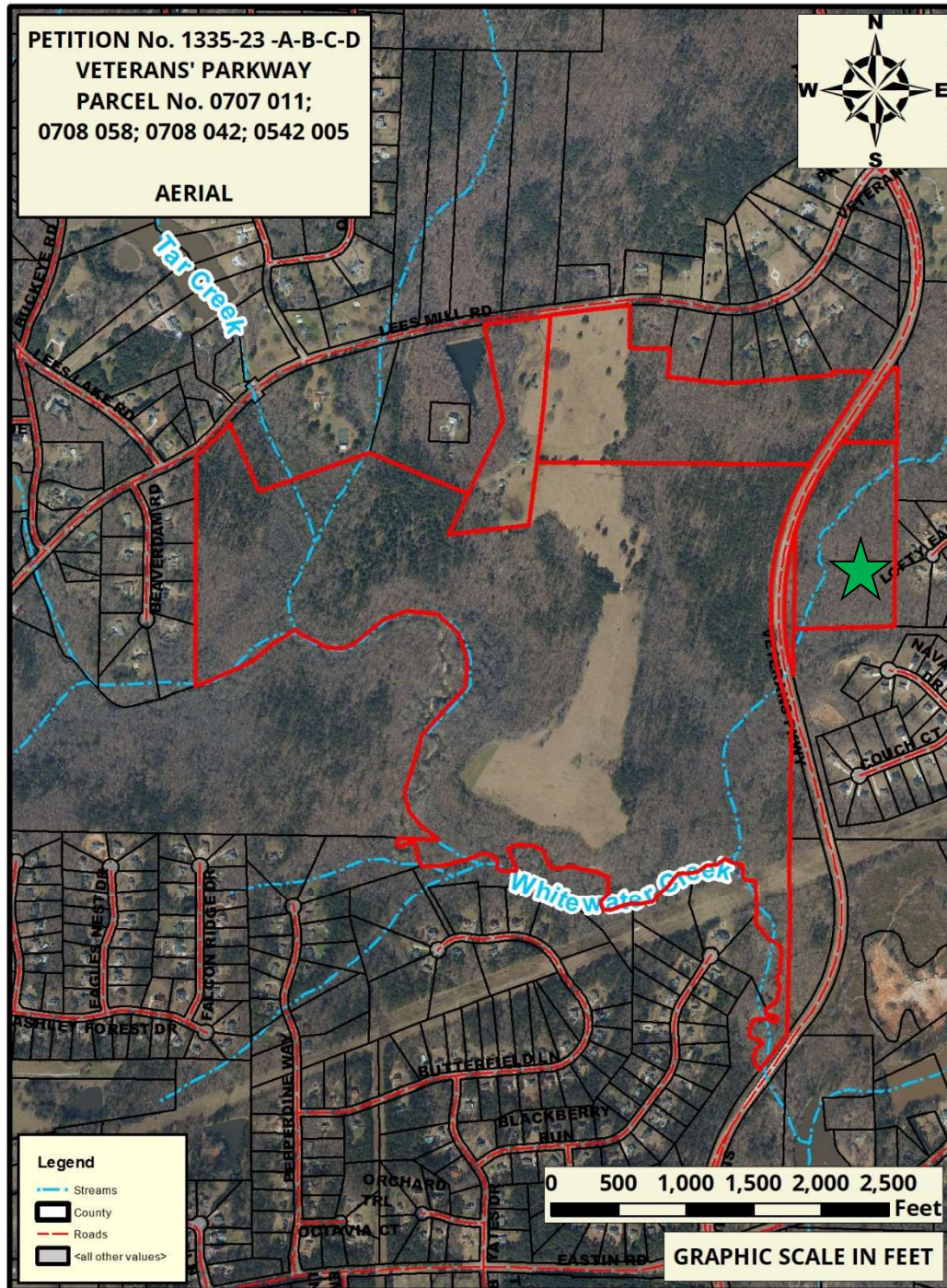












BOARD MEMBERS

Arnold L. Martin - Absent
 John Kruzan
 John H. Culbreth, Sr.
 Danny England
 Jim Oliver

STAFF

Deborah L. Bell, Planning and Zoning Director
 Deborah Sims, Zoning Administrator
 Christina Barker, Zoning Coordinator
 E. Allison Ivey Cox, County Attorney

AGENDA
FAYETTE COUNTY PLANNING COMMISSION MEETING
140 STONEWALL AVENUE WEST
December 7, 2023
7:00 pm

***Please turn off or turn to mute all electronic devices during the
 Planning Commission Meetings**

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
The agenda was amended to move item number 9 to item 5. Danny England made a motion to approve the agenda. John Culbreth seconded the motion. The motion passed 4-0. Arnold L. Martin was absent.
4. Consideration of the Minutes of the meeting held on November 2, 2023.
Danny England made a motion to approve the minutes from the November 2, 2023, meeting. John Kruzan seconded the motion. The motion passed 4-0.

PUBLIC HEARING

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-169.-Conditional use approval. 2) Conditional uses allowed. Bb. Horse show, rodeo, carnival, and/or community fair.
Danny England made a motion to approve the amendment to Sec. 110-169 of the Zoning Ordinance. John Kruzan seconded the motion. The motion passed 4-0.
6. Consideration of Petition No. 1335-23A, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 22.9674 acres from R-70 to A-R. The property is located in Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway.
John Culbreth made a motion to approve Petition No. 1335-23A with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.
7. Consideration of Petition No. 1335-23B, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 237.4382 acres from R-70 to A-R. The

property is located in Land Lots 13, 14, 18 & 19 of the 7th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23B with conditions. John Kruzan seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

8. Consideration of Petition No. 1335-23C, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 39.6621 acres from R-70 to A-R. The property is located in Land Lots 15 of the 7th District and Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23C with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

9. Consideration of Petition No. 1335-23D, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 18.4863 acres from R-70 to A-R. The property is located in Land Lots 14 & 15 of the 7th District and fronts on Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23D with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

PLANNING COMMISSION RECOMMENDATION**DATE:** December 7, 2023**TO:** Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1335-23A, the application of Veterans Parkway and Lees Mill South, LLC to rezone 22.9674 acres from R-70 to A-R, be: **3-1**

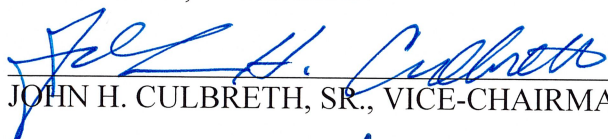
DE ~~DE~~ ☒ Approved ☐ Withdrawn ☐ Denied

☐ Tabled until _____


DE ~~DE~~ ☒ Approved with Conditions ☐ See attached page 2.


This is forwarded to you for final action.


JIM OLIVER, CHAIRMAN


JOHN H. CULBRETH, SR., VICE-CHAIRMAN


ARNOLD L. MARTIN III


DANNY ENGLAND


JOHN J. KRUZAN

Remarks:

STATE OF GEORGIA
COUNTY OF FAYETTE

RESOLUTION**NO. 1335-23A**

WHEREAS, Veterans Parkway and Lees Mill South, LLC having come before the Fayette County Planning Commission on December 7, 2023, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

WHEREAS, said request being as follows: Request to rezone 22.9674 acres from R-70 to A-R, Land Lot 224 & 225 of the 5th District, fronting on Veteran's Parkway, for the purpose of developing a recreational facility.

WHEREAS, the Fayette County Planning Commission having duly convened, and considered said request;

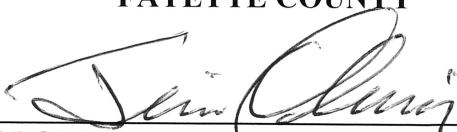
BE IT RESOLVED that the decision of the Fayette County Planning Commission, that said request be **APPROVED WITH CONDITIONS**.

See attached page 2.

In compliance with the Fayette County Comprehensive Plan.
Compatible with the surrounding area.

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

ATTEST:



JIM OLIVER, CHAIRMAN

**DEBORAH BELL
PLANNING & ZONING DIRECTOR**

Conditions 1335-23 A, B, C, D

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.
7. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 on the east side of Veterans Parkway shall be combined with Parcel No. 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
8. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
9. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.

**APPLICATION TO AMEND
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA**

PROPERTY INFORMATION:

Parcel No. 070711 / 0708042 / 0542005 / 0708058 Acreage: 321.34
 Land Lot: 13,14,15,18,19 / 224, 225 Land District: 5th & 7th
 Address: Lees Mill Road
 Existing Zoning: R70 Requested Zoning: AR
 Zoning of Surrounding Properties: R70
 Existing Use: Pasture/Agriculture Proposed Use: Agriculture/Recreation
 Total Number of Acres Requested to be Rezoned: 321.34
 Land Use Plan Designation: Rural Residential
 Name and Type of Access Road: Lees Mill Road / Veterans Parkway
 Location of Nearest Water Line: Lees Mill Road

PROPERTY OWNER INFORMATION

Name Veterans Pkwy and Lees Mill South, LLC
 Email _____
 Address 3050 Peachtree NW, Suite 740
Atlanta, GA 30305
 Phone _____

AGENT/DEVELOPER INFORMATION

(If not owner)

Name Fayette County Development Authority
 Email nvanderslice@fayettega.org
 Address 200 Courthouse Square
Fayetteville, GA 30214
 Phone 770-461-5253

(THIS AREA TO BE COMPLETED BY STAFF):

PETITION NUMBER: 1335-23

[] Application Insufficient due to lack of: _____

by Staff: _____ Date: _____

[✓] Application and all required supporting documentation is Sufficient and Complete

by Staff: Debbie Bell Date: 10/10/2023

DATE OF PLANNING COMMISSION HEARING: Dec. 7, 2023

DATE OF COUNTY COMMISSIONERS HEARING: Jan. 11, 2024

Received from _____ a check in the amount of \$ _____ for application filing fee, and \$ _____ for deposit on frame for public hearing sign(s).

Date Paid: _____ Receipt Number: _____

Rezoning Application, Fayette County, GA

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

Veterans Pkwy and Lees Mill South, LLC

Please Print Names

Property Tax Identification Number(s) of Subject Property: 0707011 / 0708042 / 0708058 / 0542005

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 224 & 225 of the 5th District, and (if applicable to more than one land district) Land Lot(s) 13, 14, 15, 18, 19 of the 7th District, and said property consists of a total of 321.34 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Fayette County Development Authority to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

Signature of Property Owner 1

3050 Peachtree NW, Suite 740, Atlanta, GA 30305

Address

Signature of Notary Public

Date

Signature of Property Owner 2

Address

Signature of Notary Public

Date

Signature of Property Owner 3

Address

Signature of Notary Public

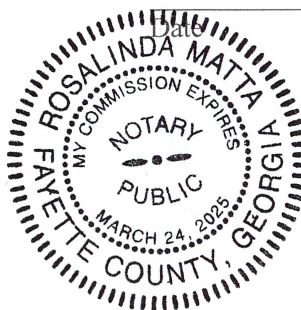
Date

Signature of Authorized Agent

Address

Signature of Notary Public

Date



OWNER'S AFFIDAVIT

NAME: Veterans Pkwy and Lees Mill South, LLC PETITION NUMBER: _____ADDRESS: 3050 Peachtree NW, Suite 740 Atlanta, GA 30305

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

Veterans Pkwy and Lees Mill South, LLC affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) 5th & 7th Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 600 to cover all expenses of public hearing. He/She petitions the above named to change its classification to AR.

This property includes: (check one of the following)

☒ See attached legal description on recorded deed for subject property or☐ Legal description for subject property is as follows:PUBLIC HEARING to be held by the Planning Commission of Fayette County on the 7th day of December, 2023 at 7:00 P.M.PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the 11th day of January, 2024 at 7:00 P.M.SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 DAY OF OCTOBER, 2023


 SIGNATURE OF PROPERTY OWNER

 SIGNATURE OF PROPERTY OWNER

Rosalinda Matto

 NOTARY PUBLIC


AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, Veterans Pkwy and Lees Mill South, LLC, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 100ft feet of right-of-way along Veterans Parkway and Lees Mill Road as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare)	60-foot right-of-way (30' measured from each side of road centerline)
Collector Street (Major Thoroughfare)	80-foot right-of-way (40' measured from each side of road centerline)
Arterial Street (Major Thoroughfare)	100-foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 10 day of OCTOBER, 2023.

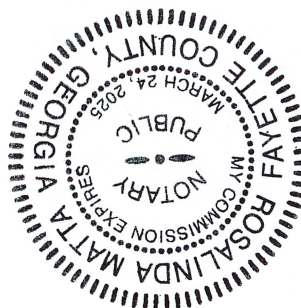


SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER



NOTARY PUBLIC



DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

- A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.
- B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: www.dca.state.ga.us/DRI/.
- C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".
- ☒ The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds .
- ☐ The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this 10th day of October, 2023.



 APPLICANT'S SIGNATURE

Developments of Regional Impact Tiers and Development Thresholds

Type of Development	Metropolitan Regions	Non-metropolitan Regions
(1) Office	Greater than 400,000 gross square feet	Greater than 125,000 gross square feet
(2) Commercial	Greater than 300 000 gross square feet	Greater than 175,000 gross square feet
(3) Wholesale & Distribution	Greater than 500 000 gross square feet	Greater than 175,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day
(5) Housing	Greater than 400 new lots or units	Greater than 125 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1, 600 workers; or covering more than 400 acres	Greater than 175,000 gross square feet; or employing more than 500 workers; or covering more than 125 acres
(7) Hotels	Greater than 400 rooms	Greater than 250 rooms
(8) Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	Gross square feet greater than 125,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 40 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
(9) Airports	All new airports runways and runway extensions	Any new airport with a paved runway; or runway additions of more than 25% of existing runway length
(10) Attractions & Recreational Facilities	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000
(11) Post-Secondary School	New school with a capacity of more than 2,400 students or expansion by at least 25 percent of capacity	New school with a capacity of more than 750 students or expansion by at least 25 percent of capacity
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility or expansion of use of an existing facility by 50 percent or more
(13) Quarries, Asphalt &, Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(14) Wastewater Treatment Facilities	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(15) Petroleum Storage Facilities	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels
(16) Water Supply, Intakes/Reservoirs	New Facilities	New Facilities
(17) Intermodal Terminals	New Facilities	New Facilities
(18) Truck Stops	A new facility with more than three diesel fuel pumps; or spaces.	A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces.
(19) Any other development types not identified above (includes parking facilities)	1000 parking spaces	1000 parking spaces

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DISCLOSURE STATEMENT

(Please check one)

Campaign contributions: X No Yes (see attached disclosure report)

TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

§ 36-67A-3. Disclosure of campaign contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

HISTORY: Code 1981, § 36-67A-3, enacted by Ga. L. 1986, p. 1269, § 1; Ga. L. 1991, p. 1365, § 1; Ga. L. 1993, p. 91, § 36.

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

(All applications/documentation must be complete at the time of application submittal or the application will not be accepted)

- ☒ Application form and all required attachments completed, signed, and notarized, as applicable.
- ☒ Copy of latest recorded deed, including legal description of the boundaries of the subject property to be rezoned.
- ☒ Boundary Survey (Separate from Conceptual Plan; 1 paper copy and 1 electronic copy in .pdf format), drawn to scale, showing north arrow, land lot and district, dimensions, and street location of the property, prepared (signed & sealed) by a land surveyor.
- ☒ Legal Description (must have metes and bounds) – 1 paper copy and 1 electronic copy in Microsoft Word .docx format
- ☒ Conceptual Plan (1 paper copy and 1 electronic file in .pdf format). The Conceptual Plan is not required to be signed and sealed by a registered surveyor, engineer or architect. The Conceptual Plan may be prepared on the boundary line survey; however it is required to be drawn to scale, and include all applicable items below:
 - ☒ a. The total area of the subject property to be rezoned (to the nearest one-hundredth of an acre), the existing zoning district(s) of the subject property, and the area within each zoning district if more than one district.
 - ☒ b. Approximate location and size of proposed structures, use areas and improvements (parking spaces, and aisles, drives, etc.) on the subject property for non-residential rezoning requests, including labeling the proposed use of each proposed structure/use area.
 - ☒ c. General layout of a proposed subdivision (residential or non-residential) including the delineation of streets and lots. The items of b. above are not required in this instance but may be included if known.
 - ☒ d. Approximate location and size of existing structures and improvements on the parcel, if such are to remain. Structures to be removed must be indicated and labeled as such.
 - ☒ e. Minimum zoning setbacks and buffers, as applicable.
 - ☒ f. Location of all existing and proposed easements and streets on or adjacent to the subject property, indicating type and width of existing and proposed easements and centerline of streets including width of right-of-way.
 - ☒ g. Location and dimensions of exits/entrances to the subject property.
 - ☒ h. Approximate location and elevation of the 100-year flood plain and Watershed Protection Ordinance requirements, as applicable.
 - ☒ i. Approximate location of proposed on-site stormwater facilities, including detention or retention facilities.
- ☒ A letter of intent for a non-residential rezoning request, including the proposed use(s).

Type: WD
 Recorded: 3/3/2023 11:44:00 AM
 Fee Amt: \$6,879.10 Page 1 of 8
 Transfer Tax: \$6,854.10
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

Participant ID: 6405611605

BK 5592 PG 507 - 514

After recording return to:
 Calloway Title and Escrow, LLC
 4170 Ashford Dunwoody Rd. Ste. 525
 Atlanta, GA 30319

2-42146

After Recording, Return to:

Cushing Morris Armbruster & Montgomery, LLP
 191 Peachtree Street, N.E., Suite 4500
 Atlanta, Georgia 30303
 Attn: Elizabeth S. Harps

Parcel Nos.:

0542 005
 0707 011
 0708 042
 0708 050

**STATE OF GEORGIA
 COUNTY OF FAYETTE**

LIMITED WARRANTY DEED

THIS INDENTURE, made this 3rd day of March 2023, between GREEN PROPERTIES PARTNERS, L.L.L.P., a Georgia limited liability limited partnership (herein called "Grantor") and VETERANS PKWY AND LEES MILL SOUTH, LLC, a Delaware limited liability company (herein called "Grantee").

WITNESSETH that: for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor 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 THOSE TRACTS or parcels of land lying and being in Land Lots 13, 14, 15, 18 and 19 of the 7th District and Land Lots 224 and 225 of the 5th District of Fayette County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said tracts or parcels of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise 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 lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, subject however, to those matters set forth on Exhibit B, attached hereto and incorporated herein by this reference.

4869-5971-5922, v. 1

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:

[Signature]

Unofficial Witness

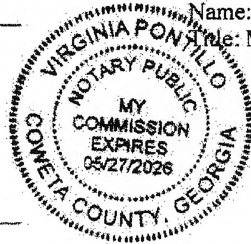
[Signature]

Notary Public

(NOTARY SEAL)

My Commission Expires:

5.27.26



GRANTOR:

GREEN PROPERTIES PARTNERS, L.L.P.

By: [Signature] (SEAL)

Name: Edward C. Wyatt

Title: Managing General Partner

Signed, sealed and delivered
in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

(NOTARY SEAL)

My Commission Expires:

5.27.26



By: [Signature] (SEAL)

Name: John B. Green

Title: General Partner

4869-5971-5922, v. 1

EXHIBIT A
Legal Description

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lots 224 & 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass -- Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said line of Veteran's Parkway and running with the said land lot line, North 01° 28' 30" East, 358.02 feet to a nail found in stone being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said land lot line

1. North 00° 54' 25" East, 694.56 feet to a point on the aforesaid line of Veteran's Parkway; thence, leaving the aforesaid land lot line and running with the said line of Veteran's Parkway
2. 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence,
3. North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225; thence, leaving the aforesaid line of Veteran's Parkway and running
4. South 89° 06' 17" East, 191.29 feet to a 1 inch iron rod found; thence,
5. South 00° 55' 13" West, 739.81 feet across the aforesaid land lot line common to land lots 224 and 225 to a 1 inch pipe found; thence,
6. South 00° 50' 38" West, 944.77 feet to a ½ inch rebar found; thence,
7. North 89° 25' 56" West, 734.45 feet to the Point of Beginning, containing 1,000,459 square feet or 22.9674 acres of land, more or less.

TRACT 2 (INCLUDING GAP):

All that tract or parcel of land lying and being in Land Lot 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a 1 inch open top pipe found at the northeast corner of Virginia Lake Estate -- Unit Two per plat recorded among the Land Records of Fayette County, Georgia in Plat Book 17, Page 154, said point being the Land Lot Corner common to Land Lots 15, 16, 17 & 18 of the 7th District as identified in Deed Book 4398, Page 25, Plat Book 8, Page 127 & Plat Book 17, Page 154, aforesaid records; thence, leaving said point and running along the said land lot line common to land lots 15 & 16

1. North 88° 54' 39" East, 237.95 feet; thence, leaving the aforesaid land lot line and running
2. South 00° 49' 15" West, 2,064.62 feet to a point on the Northerly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
3. 210.86 feet along the arc of a curve deflecting to the left, having a radius of 7,055.50 feet and a chord bearing and distance of South 77° 59' 38" West, 210.86 feet; thence,
4. South 77° 08' 16" West, 34.80 feet to a point on the aforesaid land lot line common to land lots 15 & 18; thence, leaving the aforesaid line of Lee's Mill Road and running with the said land lot line and partially along the aforesaid easterly subdivision line of Virginia Lake Estate -- Unit Two
5. North 00° 51' 51" East, 2,111.73 feet to the Point of Beginning, containing 498,074 square feet or 11.4343 acres of land, more or less.

4869-5971-5922, v. 1

TRACT 3A:

All that tract or parcel of land lying and being in Land Lots 13, 14, 15, 18 & 19 of the 7th District, and Land Lots 224 & 225 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District; thence leaving the said Point of Beginning and running with the said land lot line common to land lots 13 & 193

1. South 00° 40' 30" West, 1,444.84 feet to a ½ inch rebar with cap "LSF810" set on the Northwestern Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), thence, running with the said line of Veteran's Parkway
2. South 35° 00' 07" West, 346.23 feet to a point in the centerline of Whitewater Creek; thence, running with the meanderings of the said creek centerline the following courses and distances
3. North 45° 26' 00" West, 52.34 feet; thence,
4. North 15° 05' 40" West, 61.60 feet; thence,
5. North 33° 40' 34" East, 68.06 feet; thence,
6. North 24° 05' 05" East, 53.32 feet; thence,
7. North 67° 02' 50" West, 61.54 feet; thence,
8. North 39° 47' 04" West, 58.96 feet; thence,
9. North 04° 25' 30" East, 81.78 feet; thence,
10. North 66° 19' 09" East, 75.19 feet; thence,
11. South 67° 56' 31" East, 80.42 feet; thence,
12. North 68° 39' 24" East, 64.82 feet; thence,
13. North 21° 33' 28" West, 43.65 feet; thence,
14. North 81° 08' 28" West, 73.51 feet; thence,
15. North 09° 02' 29" West, 42.06 feet; thence,
16. North 62° 39' 15" East, 94.52 feet; thence,
17. North 15° 03' 31" East, 76.25 feet; thence,
18. North 03° 26' 29" West, 125.78 feet; thence,
19. North 17° 33' 00" East, 102.77 feet; thence,
20. North 00° 56' 30" East, 96.75 feet; thence,
21. North 41° 20' 06" West, 37.61 feet; thence,
22. North 54° 40' 04" West, 77.14 feet; thence,
23. North 40° 14' 36" West, 144.79 feet; thence,
24. North 11° 15' 52" West, 69.06 feet; thence,
25. North 01° 06' 42" West, 238.14 feet; thence,
26. North 80° 07' 45" West, 44.04 feet; thence,
27. North 58° 51' 35" West, 58.42 feet; thence,
28. North 17° 26' 59" West, 116.95 feet; thence,
29. North 81° 13' 11" West, 116.28 feet; thence,
30. South 68° 06' 09" West, 215.77 feet; thence,
31. South 84° 49' 40" West, 107.71 feet; thence,
32. South 44° 29' 15" West, 204.77 feet; thence,
33. South 36° 37' 43" West, 96.46 feet; thence,
34. South 69° 44' 43" West, 122.68 feet; thence,
35. North 64° 58' 27" West, 78.08 feet; thence,
36. South 60° 44' 06" West, 108.13 feet; thence,
37. North 84° 50' 29" West, 115.56 feet; thence,
38. North 16° 49' 20" East, 74.95 feet; thence,
39. North 15° 39' 17" West, 80.38 feet; thence,
40. North 34° 16' 25" East, 93.39 feet; thence,
41. North 71° 01' 33" West, 194.53 feet; thence,
42. North 65° 03' 53" West, 102.99 feet; thence,

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43. South 65° 12' 27" West, 94.55 feet; thence,
44. South 83° 17' 15" West, 64.59 feet; thence,
45. North 30° 00' 15" West, 49.05 feet; thence,
46. North 36° 18' 32" East, 39.82 feet; thence,
47. North 07° 35' 22" East, 42.86 feet; thence,
48. North 49° 44' 27" West, 96.42 feet; thence,
49. North 75° 48' 16" West, 84.65 feet; thence,
50. South 67° 48' 51" West, 145.31 feet; thence,
51. South 62° 20' 47" West, 44.73 feet; thence,
52. South 79° 37' 03" West, 68.08 feet; thence,
53. North 85° 56' 27" West, 133.35 feet; thence,
54. South 64° 19' 32" West, 132.92 feet; thence,
55. South 75° 08' 03" West, 95.65 feet; thence,
56. South 57° 22' 02" West, 84.02 feet; thence,
57. South 71° 54' 28" West, 48.62 feet; thence,
58. North 37° 38' 36" West, 111.11 feet; thence,
59. North 15° 39' 31" West, 143.31 feet; thence,
60. South 69° 54' 53" West, 127.48 feet; thence,
61. North 60° 47' 50" West, 53.74 feet; thence,
62. North 05° 29' 39" West, 28.72 feet; thence,
63. North 34° 35' 02" East, 74.66 feet; thence,
64. North 01° 34' 59" East, 112.94 feet; thence,
65. North 14° 00' 55" East, 139.98 feet; thence,
66. North 61° 45' 08" East, 101.74 feet; thence,
67. North 43° 52' 38" East, 172.86 feet; thence,
68. North 10° 51' 27" West, 118.23 feet; thence,
69. North 25° 16' 24" East, 96.62 feet; thence,
70. North 03° 15' 12" West, 116.30 feet; thence,
71. North 85° 38' 58" West, 74.75 feet; thence,
72. North 21° 54' 17" West, 88.51 feet; thence,
73. North 38° 24' 13" East, 69.87 feet; thence,
74. North 03° 18' 09" East, 107.80 feet; thence,
75. North 40° 03' 01" East, 54.25 feet; thence,
76. South 68° 03' 26" East, 78.30 feet; thence,
77. North 46° 32' 02" East, 49.39 feet; thence,
78. North 27° 07' 58" West, 124.11 feet; thence,
79. North 20° 49' 37" East, 113.43 feet; thence,
80. North 13° 19' 15" West, 152.30 feet; thence,
81. North 25° 08' 33" East, 68.82 feet; thence,
82. North 05° 05' 06" West, 54.49 feet; thence,
83. North 51° 45' 13" West, 78.77 feet; thence,
84. North 71° 21' 14" West, 90.14 feet; thence,
85. South 85° 31' 31" West, 108.82 feet; thence,
86. North 67° 39' 15" West, 74.46 feet; thence,
87. South 70° 04' 59" West, 49.64 feet; thence,
88. South 87° 20' 23" West, 80.80 feet; thence,
89. South 50° 30' 21" West, 199.13 feet; thence,
90. South 74° 58' 42" West, 288.14 feet; thence,
91. North 72° 04' 07" West, 118.00 feet; thence,
92. South 84° 20' 07" West, 122.08 feet; thence,
93. North 73° 31' 36" West, 90.81 feet; thence,
94. South 63° 12' 14" West, 167.50 feet; thence,
95. South 53° 54' 41" West, 226.91 feet; thence,
96. South 67° 35' 25" West, 366.69 feet; thence, leaving the aforesaid centerline of Whitewater Creek and running
97. North 00° 54' 44" East, 1,693.02 feet to a 5/8 inch rebar found; thence,

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98. North 00° 54' 44" East, 10.02 feet to a ½ inch rebar with cap "LSF810" set on the Southeasterly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
99. 207.85 feet along the arc of a curve deflecting to the left, having a radius of 873.69 feet and a chord bearing and distance of North 49° 15' 42" East, 207.36 feet; thence,
100. North 42° 26' 46" East, 300.34 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
101. South 21° 25' 02" East, 546.56 feet to a ½ inch rebar found; thence,
102. North 82° 24' 22" East, 864.32 feet to a ½ inch rebar found; thence,
103. South 78° 13' 04" East, 772.15 feet to a ½ inch rebar found; thence,
104. South 09° 21' 49" West, 466.07 feet to a ½ inch rebar found inside pipe; thence,
105. North 76° 31' 18" East, 600.23 feet to a ½ inch rebar found; thence,
106. North 02° 34' 38" East, 894.88 feet to a ½ inch rebar found; thence,
107. North 03° 47' 35" West, 667.43 feet to a ½ inch rebar found on the aforesaid line of Lee's Mill Road; thence, running with the said line of Lee's Mill Road
108. 86.20 feet along the arc of a curve deflecting to the right, having a radius of 3,391.93 feet and a chord bearing and distance of North 81° 38' 00" East, 86.20 feet; thence,
109. North 82° 21' 41" East, 347.96 feet; thence,
110. 111.22 feet along the arc of a curve deflecting to the right, having a radius of 5,391.92 feet and a chord bearing and distance of North 82° 57' 09" East, 111.22 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
111. South 02° 22' 53" East, 309.13 feet to a ½ inch rebar found; thence,
112. South 89° 04' 48" East, 314.26 feet to a ½ inch rebar found; thence,
113. South 00° 51' 29" West, 199.88 feet to a ½ inch rebar found; thence,
114. South 86° 00' 41" East, 451.75 feet to a ½ inch rebar found; thence,
115. North 83° 34' 48" East, 723.13 feet to a ½ inch rebar found; thence,
116. South 89° 10' 31" East, 326.23 feet to a ½ inch rebar with cap "LSF810" set on the aforesaid line of Veteran's Parkway; thence, running with the said line of Veteran's Parkway
117. South 33° 54' 01" West, 767.11 feet to a point being 0.46' northwest of a concrete r/w monument found; thence,
118. 1,733.78 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 09° 40' 18" West, 1,682.57 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,
119. South 14° 33' 26" East, 361.19 feet to a ½ inch rebar with cap "LSF810" set at the intersection of the said line of Veteran's Parkway and the said land lot line common to land lots 14 and 224; thence, leaving the said line of Veteran's Parkway and running with the said land lot line
120. South 01° 00' 10" West, 833.74 feet to the Point of Beginning, containing 11,993,375 square feet or 275.3300 acres of land, more or less.

TRACT 3B:

All that tract or parcel of land lying and being in Land Lot 14, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and running with the said line of Veteran's Parkway

1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, leaving the aforesaid line of Veteran's Parkway and running
2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; thence,

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3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 52,201 square feet or 1.1984 acres of land, more or less.

TRACT 3C:

All that tract or parcel of land lying and being in Land Lot 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway, 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence, North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225 of the 5th District to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Veteran's Parkway

1. North 33° 54' 01" East, 277.73 feet to a ½ inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Veteran's Parkway and running
2. South 89° 10' 31" East, 39.44 feet to a ½ inch rebar found; thence,
3. South 00° 45' 21" West, 232.96 feet to a 1 inch iron rod found; thence,
4. North 89° 06' 17" West, 191.29 feet to the Point of Beginning, containing 26,871 square feet or 0.6169 of an acre of land, more or less.

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EXHIBIT B
Permitted Encumbrances

1. All taxes for the year 2023 and subsequent years.
2. Right of Way Agreement recorded in Deed Book 32, Page 575, aforesaid Records.
3. Easement for Right-of-Way recorded in Deed Book 524, Page 338, aforesaid Records.
4. Permanent Construction/Slope Easement from Green Properties Partners, L.L.L.P. to Fayette County, recorded in Deed Book 3860, Page 136, aforesaid Records.
5. All matters as shown on that certain survey entitled "ALTA/NSPS Land Title Survey To: Veterans Pkwy and Lees Mill South, LLC & First American Title Insurance Company", prepared by TerraMark Land Surveying, Inc., bearing the seal and certification of Paul B. Cannon, Georgia Registered Land Surveyor No. 2928, dated December 22, 2022, last revised February 9, 2023, being designated as Project No. 2022-261.

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PROPERTY DESCRIPTION

“Veteran’s Parkway – Tract 1”

All that tract or parcel of land lying and being in Land Lots 224 & 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran’s Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said line of Veteran’s Parkway and running with the said land lot line, North 01° 28' 30" East, 358.02 feet to a nail found in stone being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said land lot line

1. North 00° 54' 25" East, 694.56 feet to a point on the aforesaid line of Veteran’s Parkway; thence, leaving the aforesaid land lot line and running with the said line of Veteran’s Parkway
2. 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence,
3. North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225; thence, leaving the aforesaid line of Veteran’s Parkway and running
4. South 89° 06' 17" East, 191.29 feet to a 1 inch iron rod found; thence,
5. South 00° 55' 13" West, 739.81 feet across the aforesaid land lot line common to land lots 224 and 225 to a 1 inch pipe found; thence,
6. South 00° 50' 38" West, 944.77 feet to a ½ inch rebar found; thence,
7. North 89° 25' 56" West, 734.45 feet to the Point of Beginning, containing 1,000,459 square feet or 22.9674 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

FAYETTE COUNTY

PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23A
Owner/Agent: Veterans Parkway and Lees Mill South, LLC, Owner
Fayette County Development Authority, Agent
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0542 005
Area of Property: 22.9674 acres
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 224 & 225 of the 5th District

Fronts on: Veterans Parkway
Legal Description:
"Veteran's Parkway - Tract 1"

All that tract or parcel of land lying and being in Land Lots 224 & 225, 5th District, Fayette

County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly

Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and the said line of Veteran's Parkway and running with the said land lot line, North 28° 30' East, 358.02 feet to a nail found in stone being the True Point of Beginning of the herein described tract or parcel of land; then, leaving the said Point of Beginning and continuing along the said land lot line

1. North 00° 54' 25" East, 694.56 feet to a point on the aforesaid line of Veteran's Parkway;

then, leaving the aforesaid land lot line and running with the said line of Veteran's

Parkway 2, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; then, leaving said point and the said line of Veteran's Parkway and running 3. North 33° 54' 01" East, 534.51 feet across the land lot line common to land lots 224 and 225; then, leaving the aforesaid line of Veteran's Parkway and running 4. South 89° 06' 17" East, 191.29 feet to a 1 inch iron rod found; then, 5. South 00° 55' 13" West, 739.81 feet across the aforesaid land lot line common to land lots 224 and 225 to a 1 inch pipe found; then, 6. South 00° 50' 38" West, 944.77 feet to a 1/2 inch rebar found; then, 7. North 89° 25' 56" West, 734.45 feet to the Point of Beginning, containing 1,000.459 square feet or 22.9674 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

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PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23B
Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0707 011
Area of Property: 236.2848 acres (Tract 3A) & 1.1984 acres (Tract 3B)
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 13, 14, 18 & 19 of the 7th District; 224 of the 5th District

Fronts on: Veterans Parkway & Lees Mill Road
Legal Description:

"Lee's Mill Road and Veteran's Parkway - Tract 3A & 3B" Tax Parcel 1D

#0707 011 Tract 3A

All that tract or parcel of land lying and being in Land Lots 13, 14, 18 & 19 of the 7th District, and Land Lot 224 of the 5th District, Fayette County, Georgia and being more particularly

described as follows:

Beginning at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District; then, leaving the said Point of

Beginning and running with the said land lot line common to land lots 13 & 193

1. South 00° 40' 30" West, 1,444.84 feet to a 1/2 inch rebar with cap "LSF810" set on the

Northwesterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide

r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West

Fayetteville Bypass - Phase II), then, running with the said line of Veteran's Parkway 2. South 35° 00' 07" West, 346.22 feet to a point in the centerline of Whitewater Creek; then, running with the meanderings of the said creek centerline the following courses and distances 3. North 45° 26' 00" West, 52.34 feet; then, 4. North 15° 05' 40" West, 61.60 feet; then, 5. North 33° 40' 34" East, 68.06 feet; then, 6. North 24° 05' 05" East, 53.32 feet; then, 7. North 67° 02' 30" West, 61.54 feet; then, 8. North 39° 47' 04" West, 58.96 feet; then, 9. North 04° 25' 30" East, 81.78 feet; then, 10. North 66° 19' 09" East, 75.19 feet; then, 11. South 67° 56' 31" East, 80.42 feet; then, 12. North 68° 39' 24" East, 64.82 feet; then, 13. North 21° 33' 28" West, 43.65 feet; then, 14. North 81° 08' 28" West, 73.51 feet; then, 15. North 09° 02' 29" West, 42.06 feet; then, 16. North 62° 39' 15" East, 94.52 feet; then, 17. North 15° 03' 31" East, 76.25 feet; then, 18. North 03° 26' 29" West, 125.78 feet; then, 19. North 17° 33' 00" East, 102.77 feet; then, 20. North 00° 56' 30" East, 96.75 feet; then,

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 22,967.4 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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Wednesday, November 22, 2023

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21. North 41° 20' 06" West, 37.61 feet; then, 22. North 54° 40' 04" West, 77.14 feet; then, 23. North 40° 14' 36" West, 144.79 feet; then, 24. North 11° 15' 52" West, 69.06 feet; then, 25. North 01° 06' 49" West, 238.14 feet; then, 26. North 80° 07' 45" West, 44.04 feet; then, 27. North 58° 51' 35" West, 58.42 feet; then, 28. North 17° 26' 59" West, 116.05 feet; then, 29. North 81° 13' 11" West, 116.28 feet; then, 30. South 68° 06' 00" West, 215.77 feet; then, 31. South 84° 49' 40" West, 107.71 feet; then, 32. South 44° 29' 15" West, 204.77 feet; then, 33. South 36° 37' 43" West, 96.46 feet; then, 34. South 69° 44' 43" West, 122.08 feet; then, 35. North 64° 58' 27" West, 78.08 feet; then, 36. South 60° 44' 06" West, 108.13 feet; then, 37. North 84° 50' 29" West, 115.56 feet; then, 38. North 16° 49' 20" East, 74.95 feet; then, 39. North 15° 39' 17" West, 80.38 feet; then, 40. North 34° 16' 25" East, 93.39 feet; then, 41. North 71° 01' 33" West, 194.53 feet; then, 42. North 65° 03' 53" West, 102.99 feet; then, 43. South 65° 12' 27" West, 94.55 feet; then, 44. South 83° 17' 15" West, 64.59 feet; then, 45. North 30° 00' 15" West, 49.05 feet; then, 46. North 36° 18' 32" East, 39.82 feet; then, 47. North 07° 35' 22" East, 42.86 feet; then, 48. North 49° 44' 27" West, 96.42 feet; then, 49. North 75° 48' 16" West, 84.65 feet; then, 50. South 07° 48' 51" West, 145.31 feet; then, 51. South 62° 20' 47" West, 44.73 feet; then, 52. South 79° 37' 03" West, 68.08 feet; then, 53. North 85° 36' 27" West, 133.35 feet; then, 54. South 64° 19' 32" West, 132.92 feet; then, 55. South 75° 08' 03" West, 95.65 feet; then, 56. South 57° 22' 02" West, 84.02 feet; then, 57. South 71° 54' 28" West, 48.62 feet; then, 58. North 37° 38' 36" West, 111.11 feet; then, 59. North 15° 39' 31" West, 143.31 feet; then, 60. South 69° 54' 53" West, 127.48 feet; then, 61. North 60° 47' 50" West, 53.74 feet; then, 62. North 05° 29' 39" West, 28.72 feet; then, 63. North 34° 35' 02" East, 74.66 feet; then, 64. North 01° 34' 59" East, 112.94 feet; then, 65. North 14° 00' 55" East, 130.98 feet; then, 66. North 61° 45' 08" East, 101.74 feet; then, 67. North 43° 27' 38" East, 172.86 feet; then, 68. North 10° 31' 27" West, 116.23 feet; then, 69. North 25° 16' 24" East, 96.62 feet; then, 70. North 03° 15' 12" West, 116.30 feet; then, 71. North 85° 38' 58" West, 74.75 feet; then, 72. North 21° 54' 17" West, 88.51 feet; then, 73. North 38° 24' 13" East, 60.89 feet; then, 74. North 03° 18' 05" East, 107.80 feet; then, 75. North 40° 03' 01" East, 54.25 feet; then, 76. South 68° 03' 26" East, 78.30 feet; then, 77. North 46° 32' 02" East, 49.39 feet; then, 78. North 27° 07' 58" West, 124.11 feet; then, 79. North 20° 49' 37" East, 113.43 feet; then, 80. North 13° 10' 15" West, 152.30 feet; then, 81. North 25° 08' 33" East, 68.82 feet; then, 82. North 05° 05' 06" West, 54.49 feet; then, 83. North 51° 45' 13" West, 78.77 feet; then, 84. North 71° 21' 14" West, 90.14 feet; then, 85. South 85° 31' 31" West, 108.82 feet; then, 86. North 67° 39' 15" West, 74.46 feet; then, 87. South 70° 04' 59" West, 49.64 feet; then, 88. South 87° 20' 23" West, 80.80 feet; then, 89. South 30° 30' 21" West, 199.13 feet; then, 90. South 74° 58' 42" West, 288.14 feet; then, 91. North 72° 04' 07" West, 118.00 feet; then, 92. South 84° 20' 07" West, 122.08 feet; then, 93. North 73° 31' 36" West, 90.81 feet; then, 94. South 63° 12' 14" West, 167.50 feet; then, 95. South 53° 54' 41" West, 226.91 feet; then, 96. South 67° 35' 25" West, 366.69 feet; then, leaving the aforesaid centerline of Whitewater Creek and running 97. North 00° 54' 44" East, 1,093.02 feet to a 5/8 inch rebar found; then, 98. North 00° 54' 44" East, 10.02 feet to a 1/2 inch rebar with cap "LSF810" set on the Southeastly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); then, running with the said line of Lee's Mill Road 99. 207.85 feet along the arc of a curve deflecting to the left, having a

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 22,967.4 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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Wednesday, November 22, 2023

Lee's Mill Road and running 7. South 02° 22' 53" East, 309.13 feet to a ½ inch rebar found; thence, 8. South 89° 04' 48" East, 314.26 feet to a ½ inch rebar found; thence, 9. South 00° 51' 29" West, 199.88 feet to a ½ inch rebar found; thence, 10. South 86° 00' 41" East, 451.75 feet to a ½ inch rebar found; thence, 11. North 83° 34' 48" East, 723.43 feet to a ½ inch rebar found; thence, 12. South 89° 10' 31" East, 320.23 feet to a ½ inch rebar with cap "LSF810" set on the aforesaid line of Veteran's Parkway; thence, running with the said line of Veteran's Parkway 13. South 33° 54' 01" West, 767.11 feet to a point being 0.46' northwest of a concrete r/w monument found; thence, 14. 98.19 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 32° 31' 42" West, 98.18 feet to the Point of Beginning, containing 1,700.807 square feet or 39.0452 acres of land, more or less.

Together With:

Tract 4B
All that tract or parcel of land lying and being in Land Lot 225, 5 th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly

Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line common to Land Lot 14 of the 7 th District, and Land Lot 224 of the 5th District, said point being 1.50 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway, 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence, North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225 of the 5th District to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Veteran's Parkway 1. North 33° 54' 01" East, 277.73 feet to a ½ inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Veteran's Parkway and running 2. South 89° 10' 31" East, 39.44 feet to a ½ inch rebar found; thence, 3. South 00° 45' 21" West, 232.96 feet to a 1 inch iron rod found; thence, 4. North 89° 06' 17" West, 191.29 feet to the Point of Beginning, containing 26,871 square feet or 0.6169 of an acre of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

11/22

PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday,

December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on

Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140

Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23D

Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority

Existing Zoning District: R-70

Proposed Zoning District: A-R

Parcel Number: 0708 058

Area of Property: 18.4863 acres

Proposed Use: Agriculture and Recreation

Land Lot(s)/District: 14 & 15 of the 7th District
Fronts on: Lees Mill Road

Legal Description:
(302 LEE'S MILL ROAD) All that tract or parcel of land lying and being in Land Lots 14 & 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in a rock located at the Land Lot

Corner common to Land Lots 13 & 14, 7th District, and Land Lots 193 & 224, 5th District;

thence, leaving said point and the said land lot corner and running a direct tie of North 36° 38'

16" West, 2,885.28 feet to a ½ inch rebar found, being the True Point of Beginning of the herein

described tract or parcel of land; thence, leaving the said Point of Beginning and running

1. South 76° 31' 18" West, 600.23 feet to a ½ inch rebar found inside of a pipe; thence, 2. North 09° 21' 49" East, 466.07 feet to a ½ inch rebar found; thence, 3. North 09° 22' 40" East, 462.09 feet to a 3/8 inch rebar found; thence,

4. North 05° 14' 49" West, 720.16 feet to a bolt found in a boulder on the Southeastly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road

5. North 82° 17' 31" East, 499.03 feet to a ½ inch rebar found; thence, leaving the aforesaid

line of Lee's Mill Road and running 6. South 03° 47' 35" East, 667.43 feet to a ½ inch rebar found; thence, 7. South 02° 34' 38" West, 894.88 feet to the Point of Beginning, containing

805,262 square feet or 18.4863 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

11/22

radius of

873.60 feet and a chord bearing and distance of North 49° 15' 42" East, 207.36 feet; thence, 100. North 42° 26' 46" East, 300.34 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running 101. South 21° 25' 02" East, 546.56 feet to a ½ inch rebar found; thence, 102. North 82° 24' 22" East, 864.32 feet to a ½ inch rebar found; thence, 103. South 78° 13' 04" East, 772.15 feet to a ½ inch rebar found; thence, 104. South 09° 21' 49" West, 466.07 feet to a ½ inch rebar found inside pipe; thence,

105. North 76° 31' 18" East, 600.23 feet to a ½ inch rebar found; thence, 106. North 02° 34' 38" East, 475.71 feet to a point on the Land Lot Line common to Land Lots 14 & 15 of the 7 th District; thence, running along the said Land Lot Line 107. South 89° 01' 31" East, 1,824.36 feet to a point on the aforesaid line of Veteran's

Parkway, thence, running with the said line of Veteran's Parkway 108. 1,635.59 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 08° 17' 58" West, 1,592.53 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,

109. South 14° 33' 26" East, 361.19 feet to a ½ inch rebar with cap "LSF810" set at the

intersection of the said line of Veteran's Parkway and the said land lot line common

to land lots 14 and 224; thence, leaving the said line of Veteran's Parkway and running with the said land lot line 110. South 01° 00' 10" West, 833.74 feet to the Point of Beginning, containing 10,292,568 square feet or 236.2848 acres of land, more or less.

Together With:

Tract 3B
All that tract or parcel of land lying and being in Land Lot 14, 7th District, Fayette County,

Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Northeastly Right-of-Way Line of Veteran's

Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line

NOTICE OF PUBLIC HEARING FOR THE AMENDMENT OF THE FAYETTE COUNTY CODE OF ORDINANCES, CHAPTER 110. ZONING ORDINANCE

PUBLIC HEARING to be held before the Fayette County Planning Commission on

December 7, 2023 at 7:00 P.M., and before the Fayette County Board of Commissioners

on January 11, 2024 at 5:00 P.M., in the Fayette County Administrative Complex, 140

Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING SEC. 110-160. - CONDITIONAL USE APPROVAL

(a) Conditional uses allowed. bb. Horse show, rodeo, carnival, and/or community fair.

A copy of the above is available in the office of the Fayette County Planning and Zoning

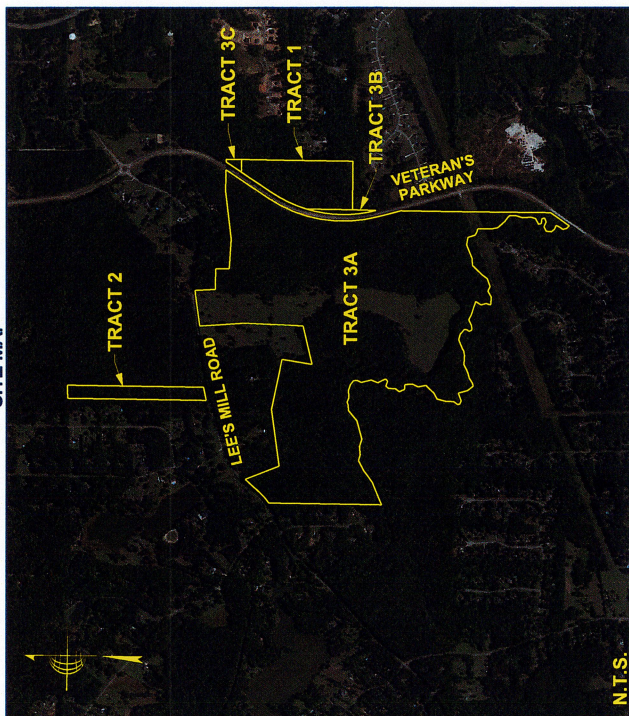
Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 17 th day of November, 2023

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**ALTANSPS LAND TITLE SURVEY
FOR
VETERANS PKWY AND LEES MILL SOUTH, LLC &
FIRST AMERICAN TITLE INSURANCE COMPANY
(LEE'S MILL ROAD & VETERAN'S PARKWAY)
LOCATED IN
LAND LOTS 13, 14, 15, 18, 19, 7TH DISTRICT
AND LAND LOTS 224 & 225, 5TH DISTRICT
FAYETTE COUNTY, GEORGIA**

SITE MAP



AREA OF INTEREST TABLE

- 9 AREA OF INTEREST**
1. POWER POLE, GUY WINES AND POWER LINES CROSS PROPERTY LINE
 2. FENCE CROSSES PROPERTY LINE
 3. FENCE CROSSES PROPERTY LINE
 4. FENCE CROSSES PROPERTY LINE
 5. FENCE CROSSES PROPERTY LINE
 6. FENCE CROSSES PROPERTY LINE
 7. CREEK RUNS ACROSS PROPERTY AT CLAVERTY

REFERENCE MATERIAL

- LA FAYETTE COUNTY DEPT. OF PUBLIC WORKS RIGHT-OF-WAY PLANS
(WEST PAVEMENTS BYPASS, PHASE II)
DATED DECEMBER 22, 2008 & LAST REVISED JANUARY 16, 2012

SURVEY NOTES

EQUIPMENT USED:
TRIMBLE 4000 SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS
AND DISTANCE MEASUREMENTS.
TRIMBLE 8-12 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING
CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED

[illegible][illegible]

SAFETY FOR DESIGN.

[illegible]

AREA TABLE

TRACT 1:	1,000,459	SQ.FT.	OR	22,9674 AC.
TRACT 2:	499,074	SQ.FT.	OR	11,4343 AC.
NOTE: TRACT 2 INCLUDES GAP AREA)				
TRACT 3A:	11,983,375	SQ.FT.	OR	275,3300 AC.
TRACT 3B:	52,201	SQ.FT.	OR	1,1904 AC.
TRACT 3C:	26,971	SQ.FT.	OR	0,6169 AC.
TOTAL:	13,570,980	SQ.FT.	OR	311,5476 AC.

SPECIAL NOTES

- [illegible]

RECORDING CERTIFICATE

[illegible]

ALT/NSPS CERTIFICATE

[illegible]

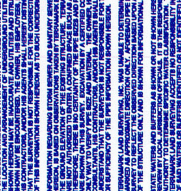
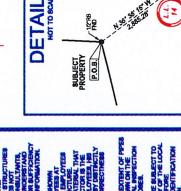
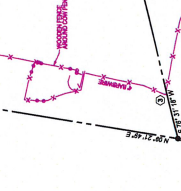
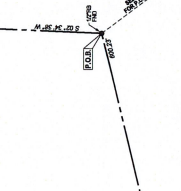
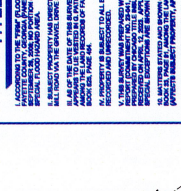
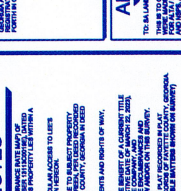
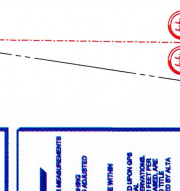
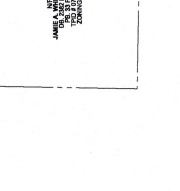
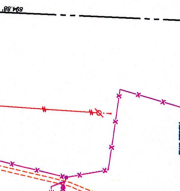
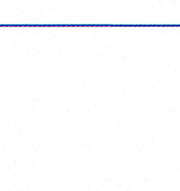
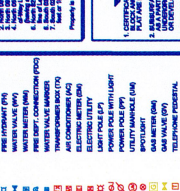
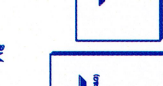
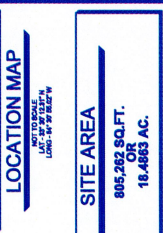
TerraMark
Professional Land Surveying
C. O. A. 167000019
1005 Baber Ferry Road
Trenton, NJ 08611
Phone No. (732) 421-1037
Fax No. (732) 421-0022
www.terra-mark.com

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ALABAMA'S LOWEST SOURCE
FOR
VETERANS PKWY AND FESS MILL SOUTH, LLC &
FIRST AMERICAN TITLE INSURANCE COMPANY
(LEE'S MILL ROAD & VETERAN'S PARKWAY)
LOCATED IN
LAND LOTS 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24
AND LAND LOTS 224 & 225, 7TH DISTRICT
FAYETTE COUNTY, GEORGIA

LOCATION MAP

NOT TO SCALE
1 INCH = 10 MILES
1:62,500



Petition 1335-23 –A-B-C-D Veterans Parkway & Lees Mill Road

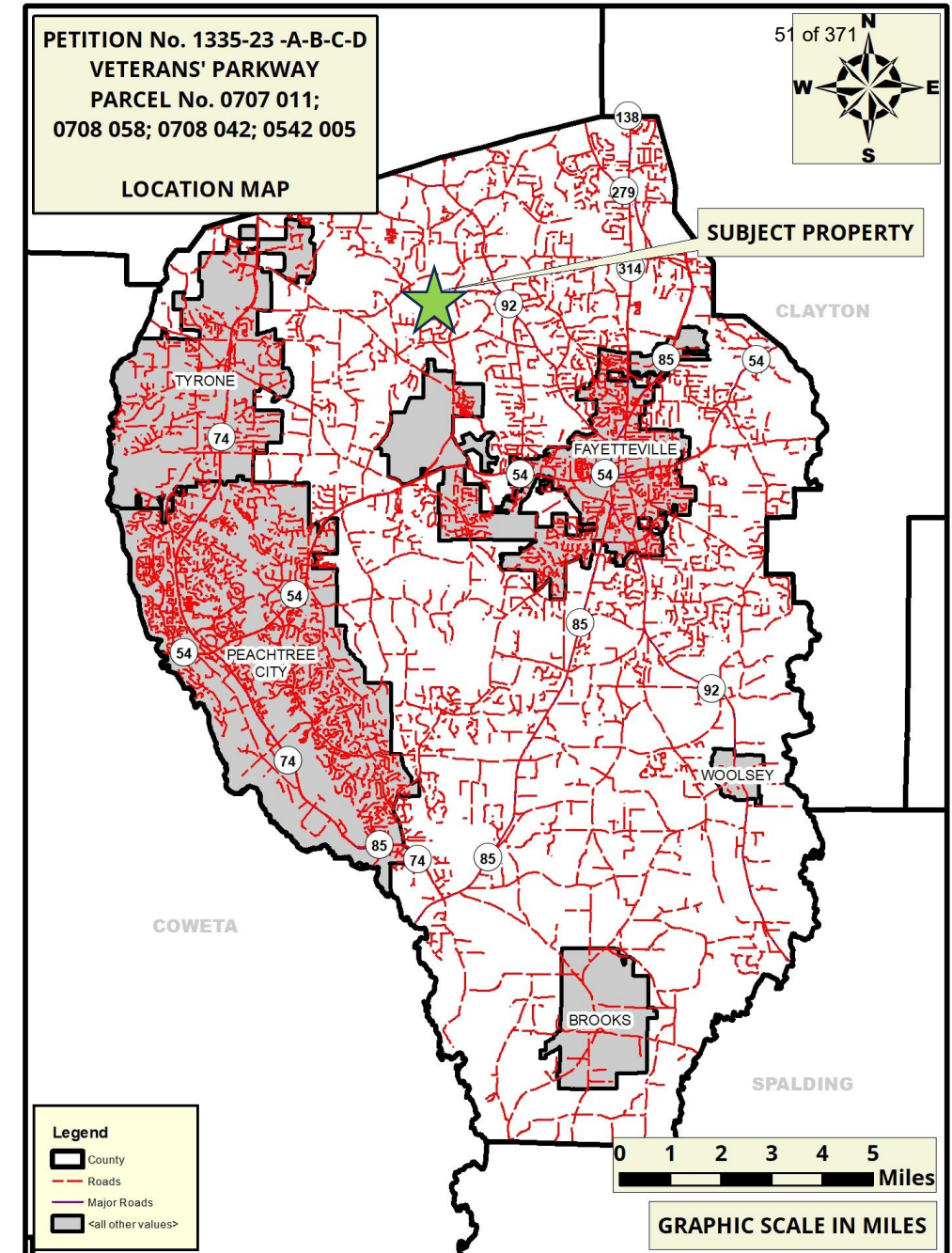
Requesting to Rezone 318.5990 acres from R-70
(Single-Family Residential) to A-R (Agricultural-
Residential)

January 11, 2024

LOCATION MAP

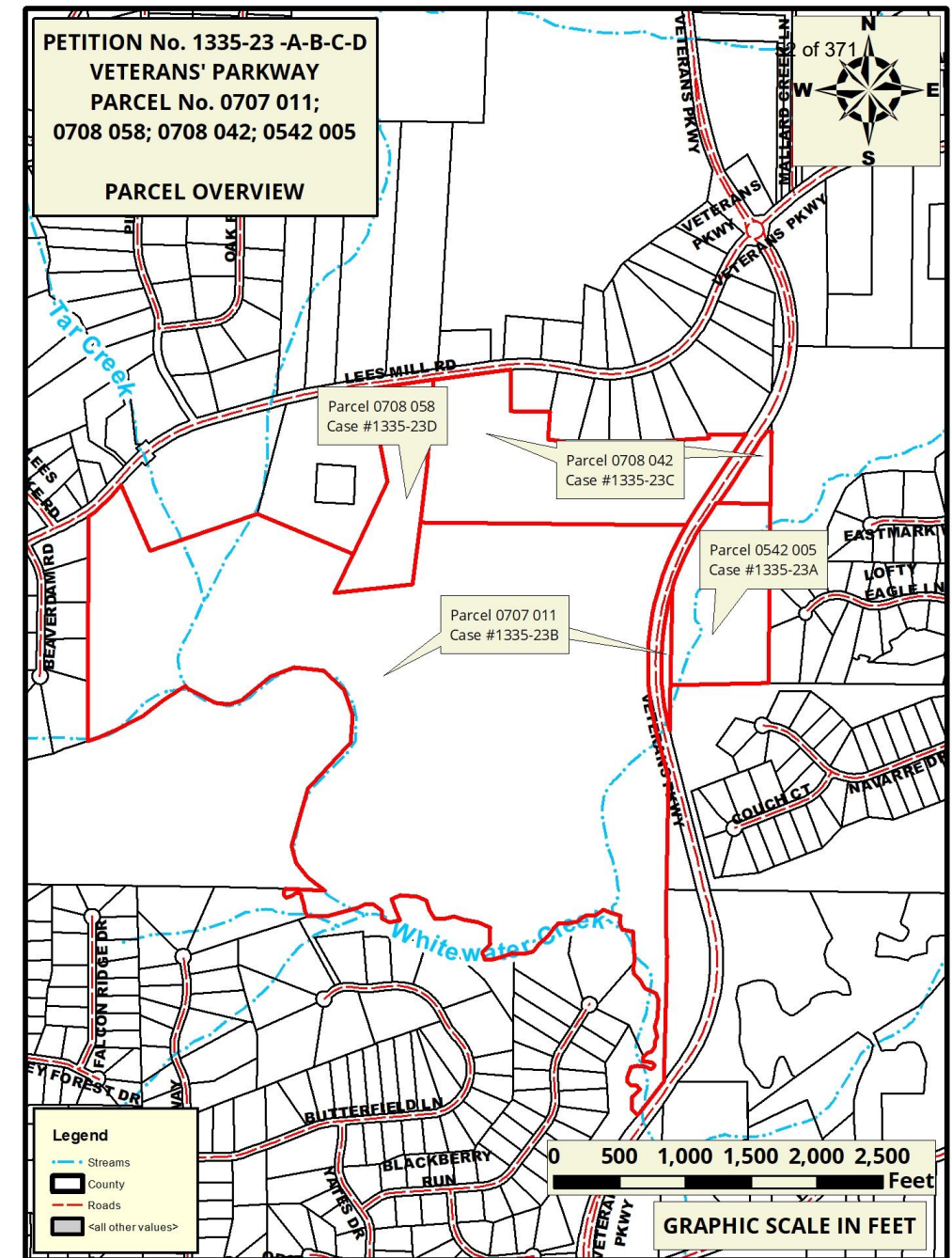
SW corner of the intersection of
Veterans Pkwy. & Lees Mill Rd.

- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
- Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
- Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
- Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres



PROJECT OVERVIEW

- Request to Rezone from R-70 to A-R
 - Owner – Veterans Pkwy and Lees Mill South, LLC
 - Agent – Fayette County Development Authority/Niki Vanderslice
 - Stated Purpose – Recreational Facility
-
- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
 - Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
 - Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
 - Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres

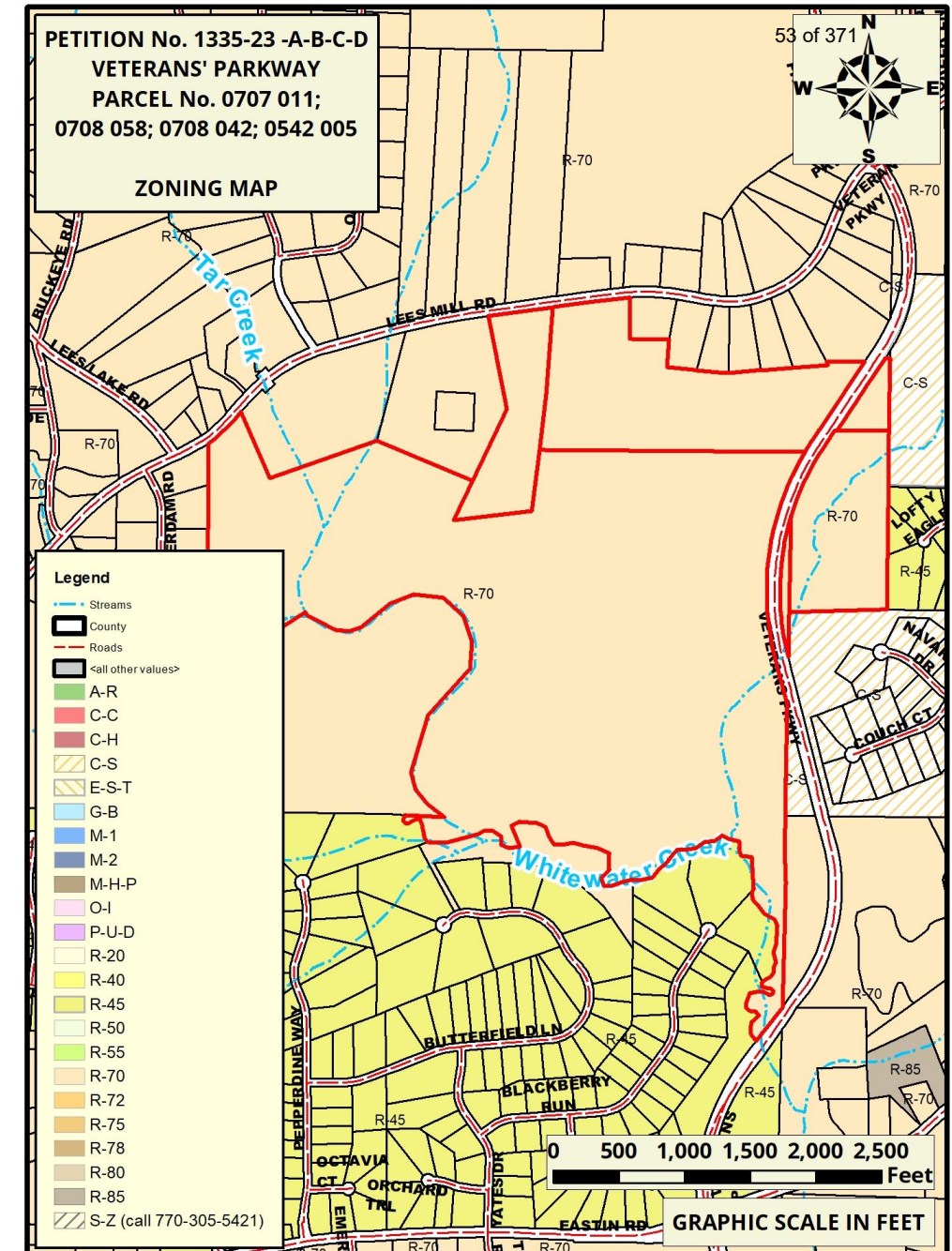


ZONING

SW corner of the intersection of Veterans Pkwy. & Lees Mill Rd.

- These parcels were rezoned from A-R to R-70 in 1973 as part of a blanket rezoning affecting much of the northwest portion of the County.
- The property is currently used for agricultural purposes.
- Nearby property includes land zoned R-70, R-45 and C-S.

Direction	Acreage	Zoning	Use	Comp Plan
North	44.73	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)
South & West	132.04; 13.45	R-70 & R-45	Agricultural & SF Residential	Rural Res – 2 (1 Unit/2 acres)
East	8.3; 25.00	R-70, C-S & R-45	Conservation; SF Residential	Rural Res – 2 (1 Unit/2 acres)
West	24.62	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)

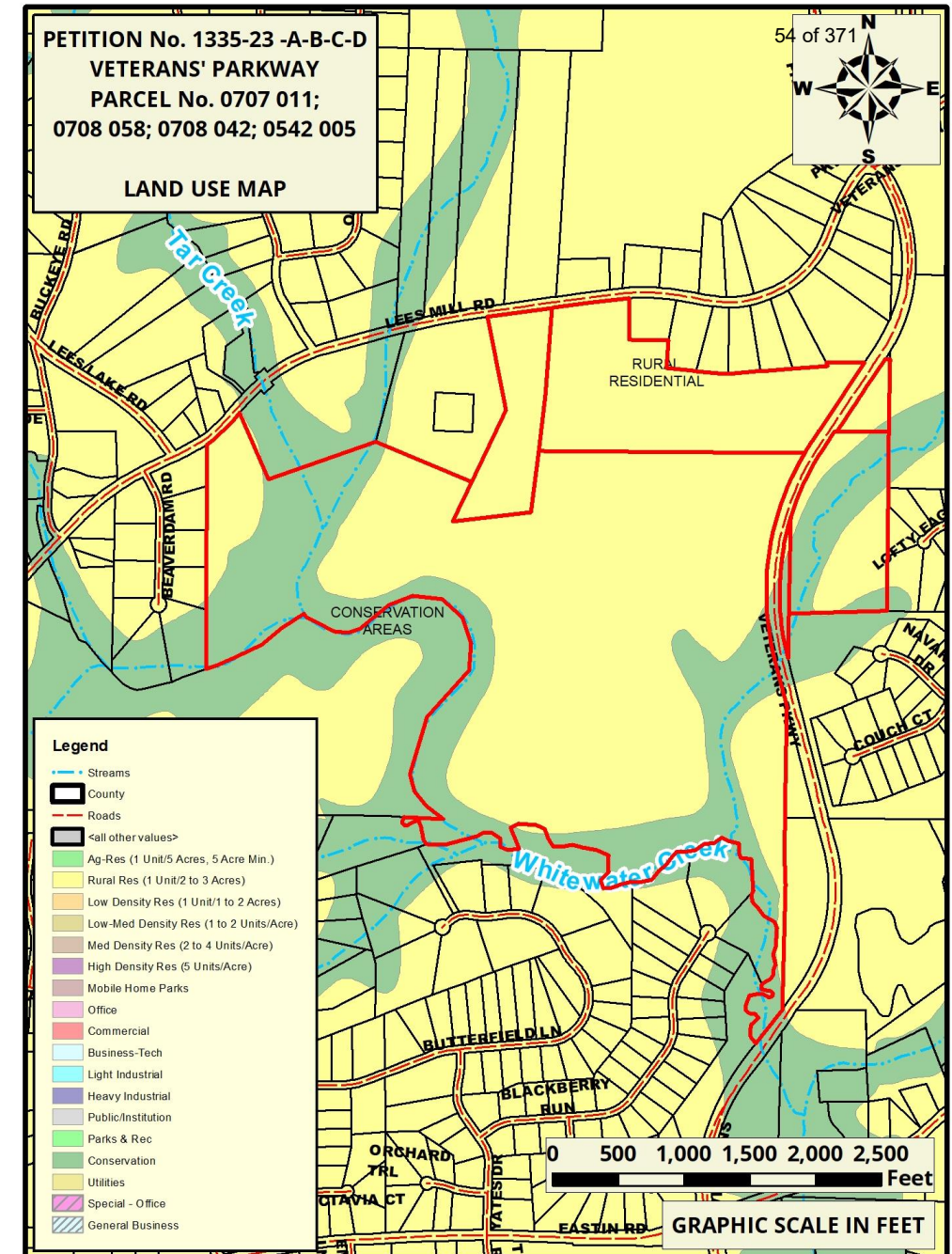


LAND USE

SW corner of the intersection of Veterans Pkwy. & Lees Mill Rd.

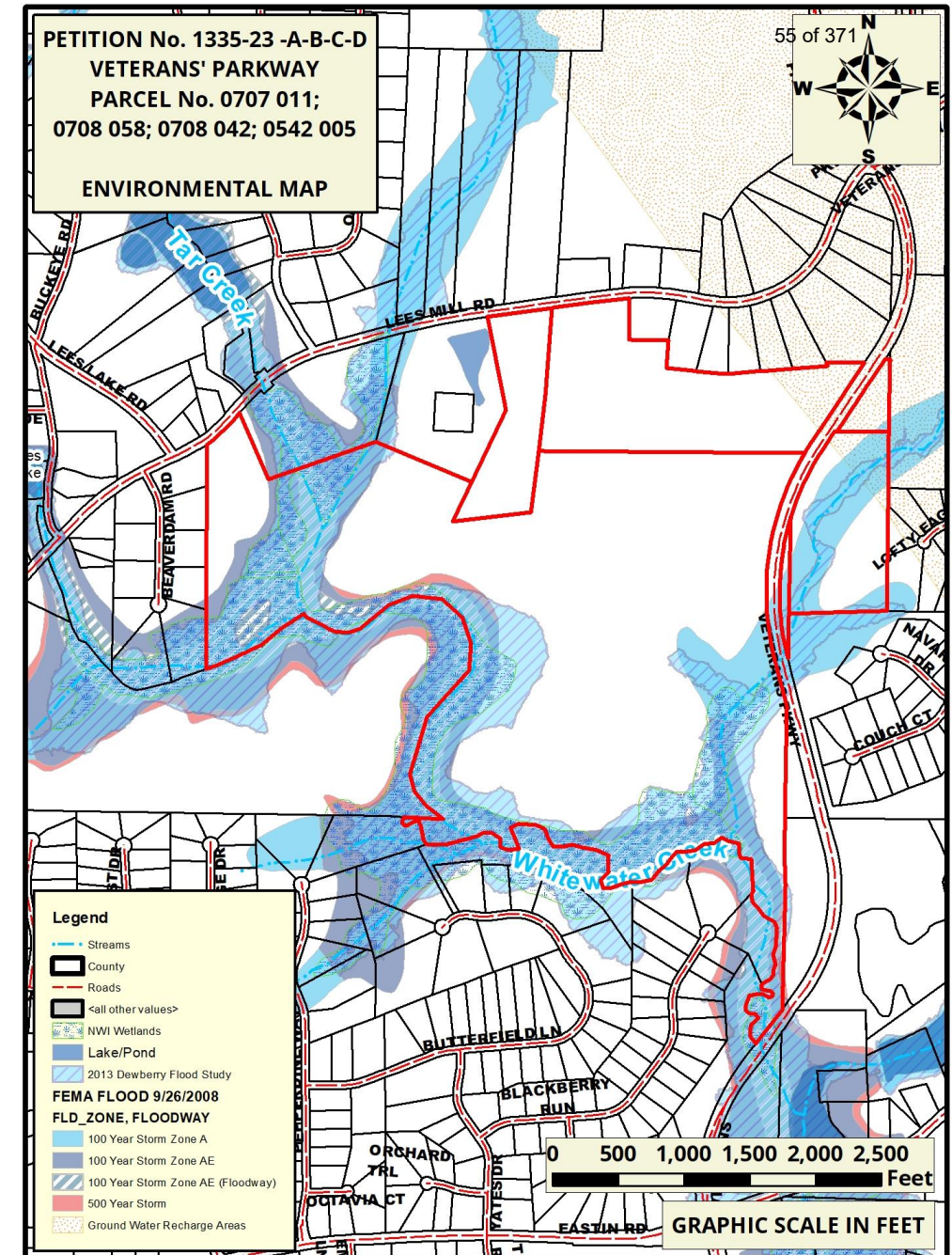
- These parcels were rezoned from A-R to R-70 in 1973 as part of a blanket rezoning affecting much of the northwest portion of the County.
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Direction	Acreage	Zoning	Use	Comp Plan
North	44.73	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)
South & West	132.04; 13.45	R-70 & R-45	Agricultural & SF Residential	Rural Res – 2 (1 Unit/2 acres)
East	8.3; 25.00	R-70, C-S & R-45	Conservation; SF Residential	Rural Res – 2 (1 Unit/2 acres)
West	24.62	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)



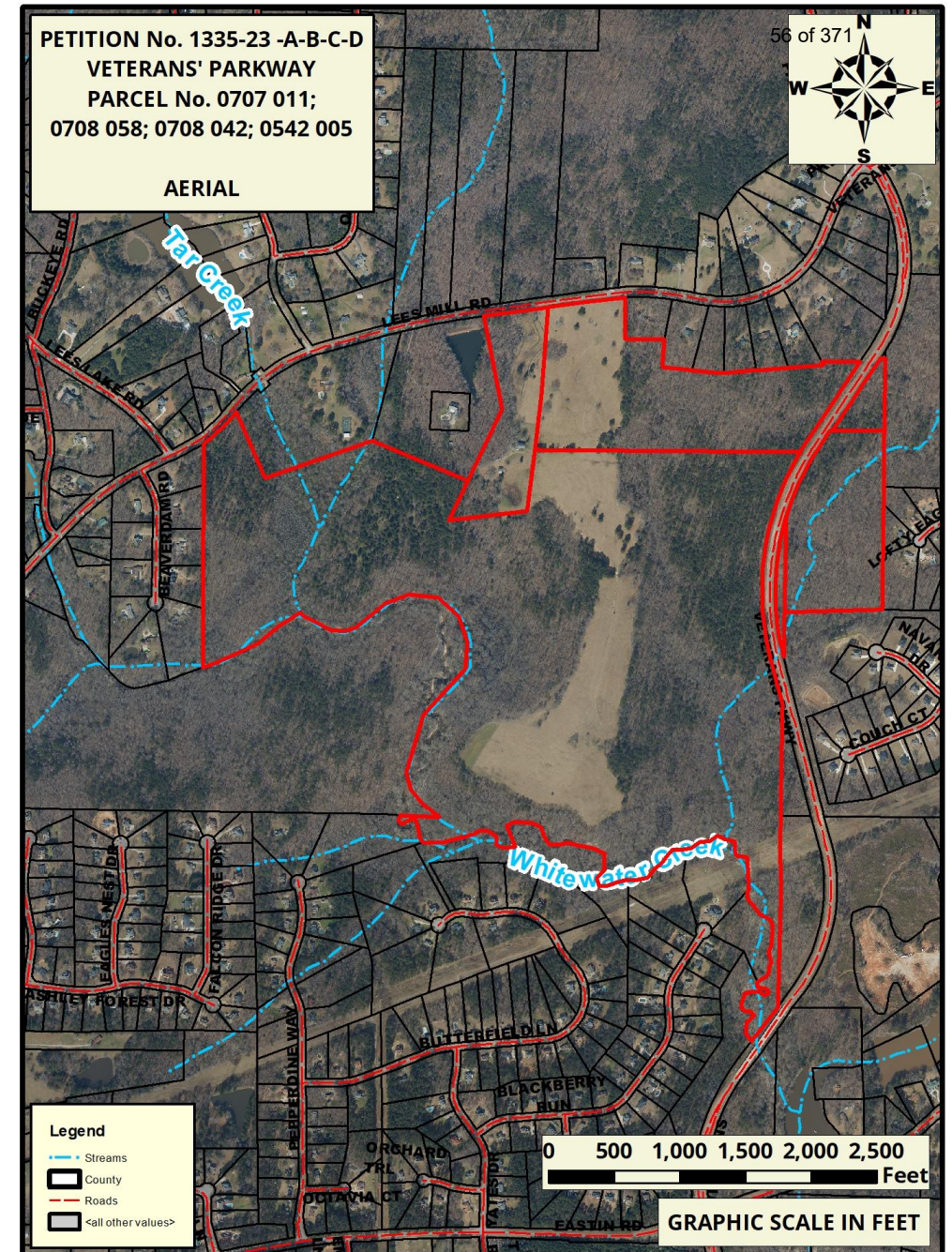
ENVIRONMENTAL CONDITIONS

- **Floodplain Management** -- The 321.34-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0084E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the 2013 Dewberry Limited Flood Study for Fayette County.
- **Wetlands** -- The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Proposed development plans will be required to locate any existing wetland areas.
- **Watershed Protection** -- There **ARE** known state waters located on the subject property. Watershed Protection Buffers shall apply.
- **Groundwater** -- The property **IS** within a groundwater recharge area per Fayette County GIS.
- **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces.
- **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances if rezoned.



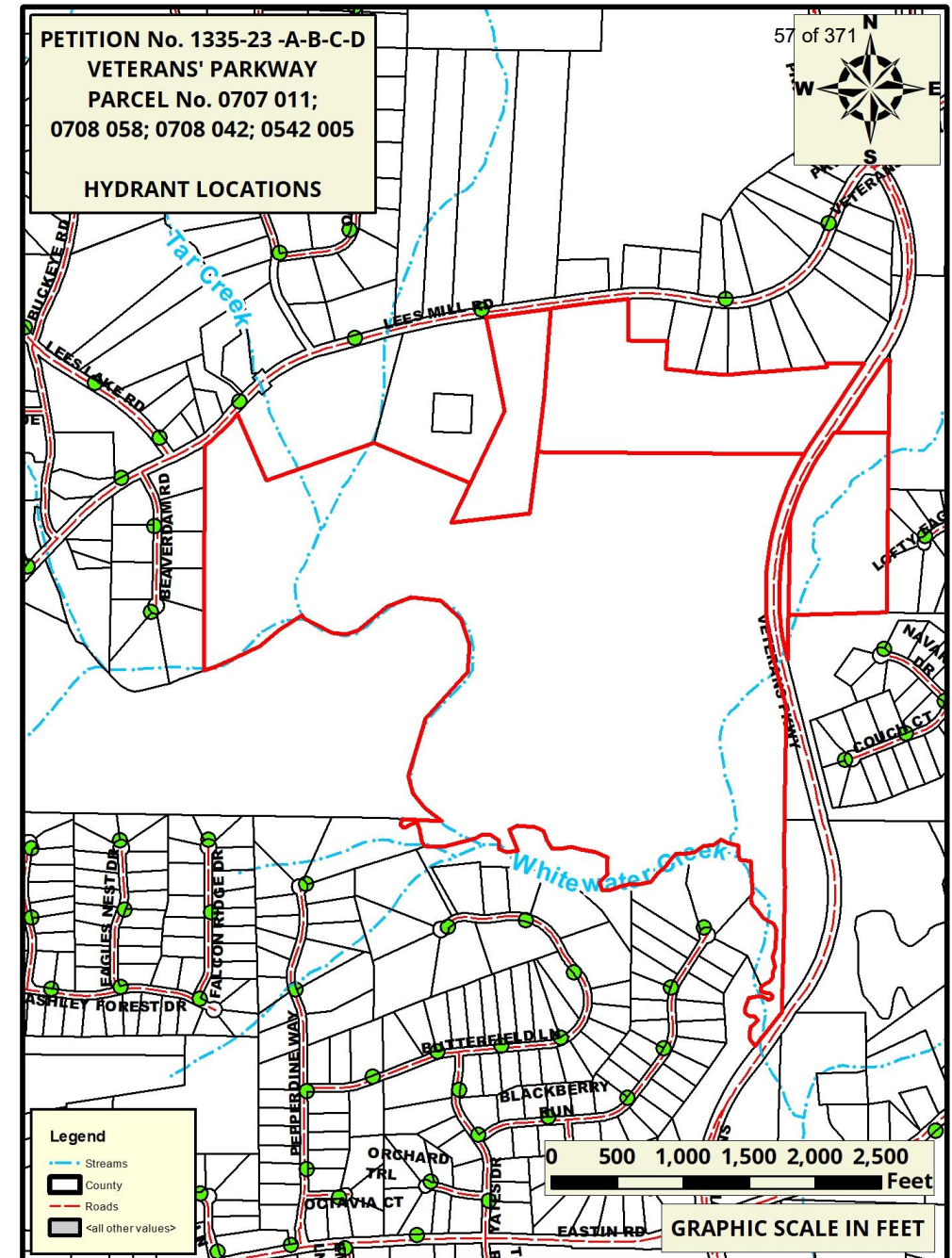
TRANSPORTATION REVIEW

- **Right-of-Way** -- Veterans Parkway is a Minor Arterial roadway per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Fayette County Public Works controls access to the roadway. Proposed site access points on Veterans Parkway will be permitted through Fayette County. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Any proposed site access points on Lees Mill Road will be permitted through Fayette County.
- **Traffic Data** -- According to a 2022 report from Pond Engineering the annual average daily traffic for **Veterans Parkway** is **8,285 vehicles per day**. Per the GDOT Traffic Analysis & Data Application website (TADA), the annual average daily traffic for **Lees Mill Road** per GDOT is approximately **2,300 vehicles per day** approximately 2 miles west of Veterans Parkway. As part of the plan review and approval process, Public Works shall require a Traffic Impact Study for the proposed development.
- **Sight Distance** -- Minimum sight distances will have to be satisfied for any proposed new road intersections. Fayette County Public Works Department will review sight distances for any proposed access points to Lees Mill Road and Veterans Parkway.



DEPARTMENTAL COMMENTS

- **Water System** - Water is available on Lees Mill Rd in a 16-inch ductile iron water main. No water is available on that section of Veterans Pkwy.
- **Environmental Health Department** – This office has no objections to the proposed rezoning.
- **Fire** – No objections to the requested rezoning.
- **GDOT** – Not applicable, not on State Route.



PLANNING COMMISSION

- The 1st public hearing for this series of petitions was held before the Fayette County Planning Commission on December 7, 2023.
 - Each parcel is presented as an independent public hearing and is voted on separately.
 - The Planning Commission voted 3-1 to recommend approval of the rezoning request for all 4 petitions.
-

BOARD MEMBERS

Arnold L. Martin - Absent
John Kruzan
John H. Culbreth, Sr.
Danny England
Jim Oliver

STAFF

Deborah L. Bell, Planning and Zoning Director
Deborah Sims, Zoning Administrator
Christina Barker, Zoning Coordinator
E. Allison Ivey Cox, County Attorney

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AGENDA FAYETTE COUNTY PLANNING COMMISSION MEETING 140 STONEWALL AVENUE WEST December 7, 2023 7:00 pm

***Please turn off or turn to mute all electronic devices during the
Planning Commission Meetings**

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
The agenda was amended to move item number 9 to item 5. Danny England made a motion to approve the agenda. John Culbreth seconded the motion. The motion passed 4-0. Arnold L. Martin was absent.
4. Consideration of the Minutes of the meeting held on November 2, 2023.
Danny England made a motion to approve the minutes from the November 2, 2023, meeting. John Kruzan seconded the motion. The motion passed 4-0.

PUBLIC HEARING

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-169.-Conditional use approval. 2) Conditional uses allowed. Bb. Horse show, rodeo, carnival, and/or community fair.
Danny England made a motion to approve the amendment to Sec. 110-169 of the Zoning Ordinance. John Kruzan seconded the motion. The motion passed 4-0.
6. Consideration of Petition No. 1335-23A, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 22.9674 acres from R-70 to A-R. The property is located in Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway.
John Culbreth made a motion to approve Petition No. 1335-23A with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.
7. Consideration of Petition No. 1335-23B, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 237.4382 acres from R-70 to A-R. The

PLANNING COMMISSION

- The 1st public hearing for this series of petitions was held before the Fayette County Planning Commission on December 7, 2023.
 - Each parcel is presented as an independent public hearing and is voted on separately.
 - The Planning Commission voted 3-1 to recommend approval of the rezoning request for all 4 petitions.
-

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property is located in Land Lots 13, 14, 18 & 19 of the 7th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23B with conditions. John Kruzan seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

8. Consideration of Petition No. 1335-23C, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 39.6621 acres from R-70 to A-R. The property is located in Land Lots 15 of the 7th District and Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23C with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

9. Consideration of Petition No. 1335-23D, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 18.4863 acres from R-70 to A-R. The property is located in Land Lots 14 & 15 of the 7th District and fronts on Lees Mill Road.

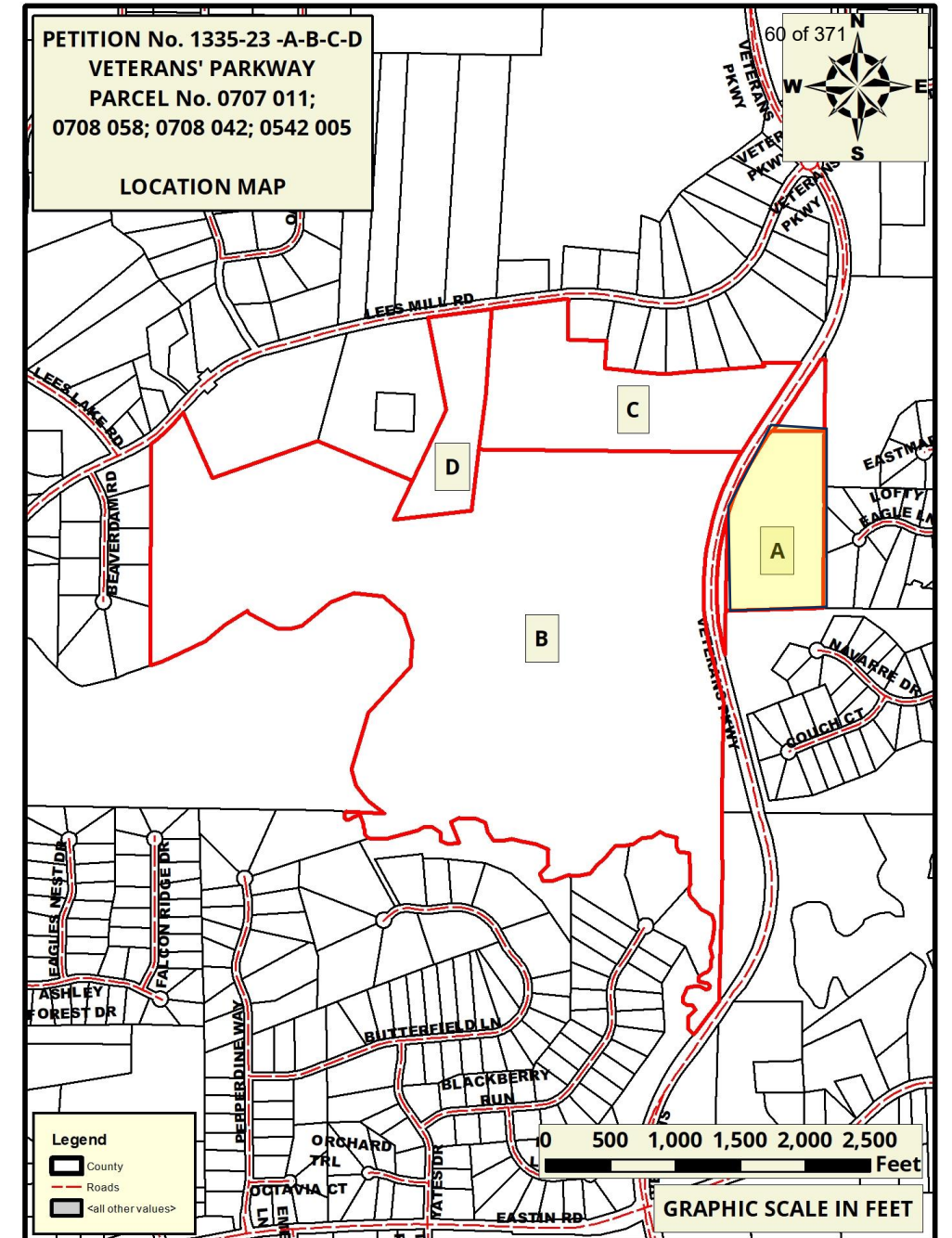
John Culbreth made a motion to approve the Petition No. 1335-23D with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

PETITION 1335-23A

Parcel #0542 005, 22.9674 acres

Recommended Conditions

1. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
2. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.

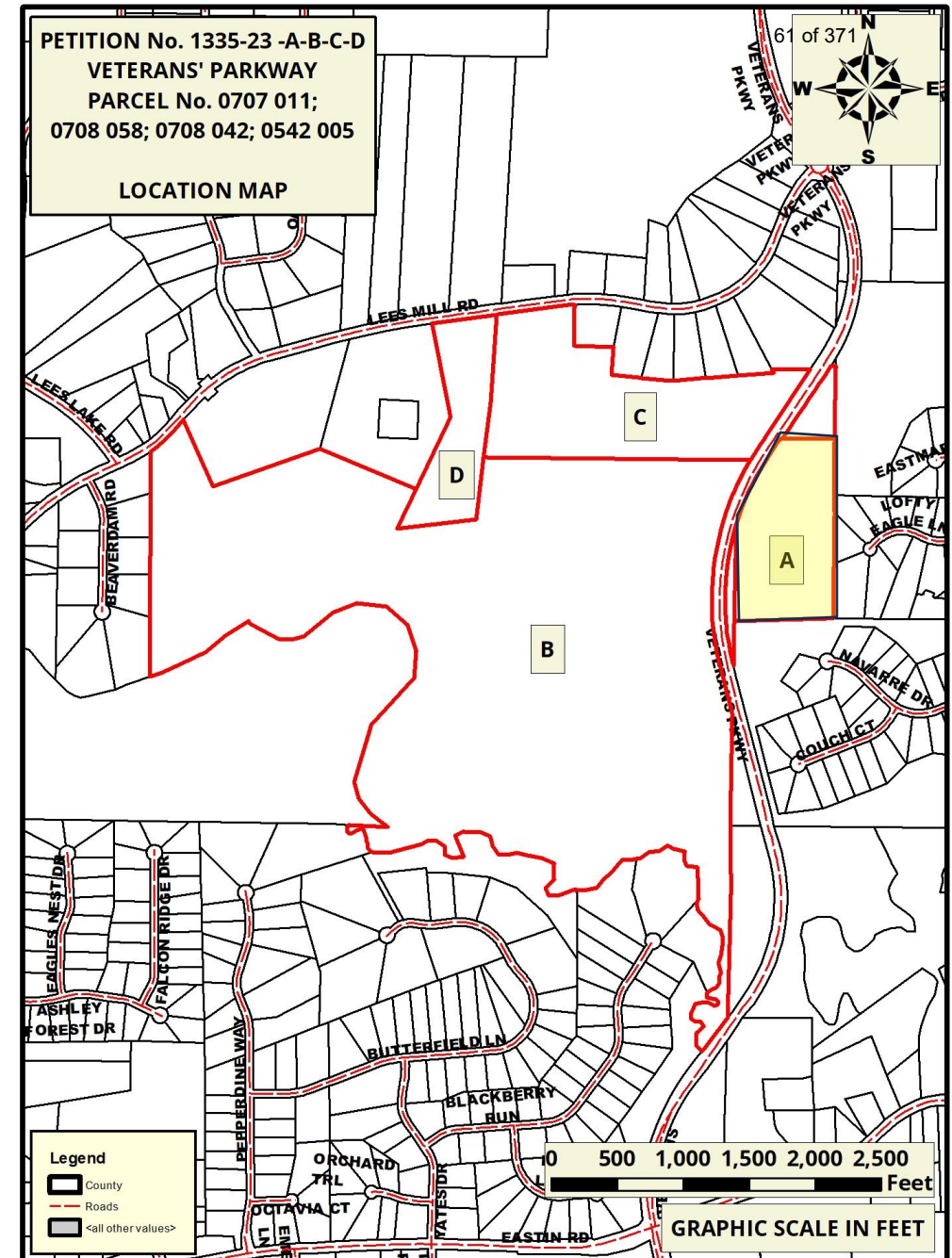


PETITION 1335-23A

Parcel #0542 005, 22.9674 acres

Recommended Conditions (continued)

3. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
4. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

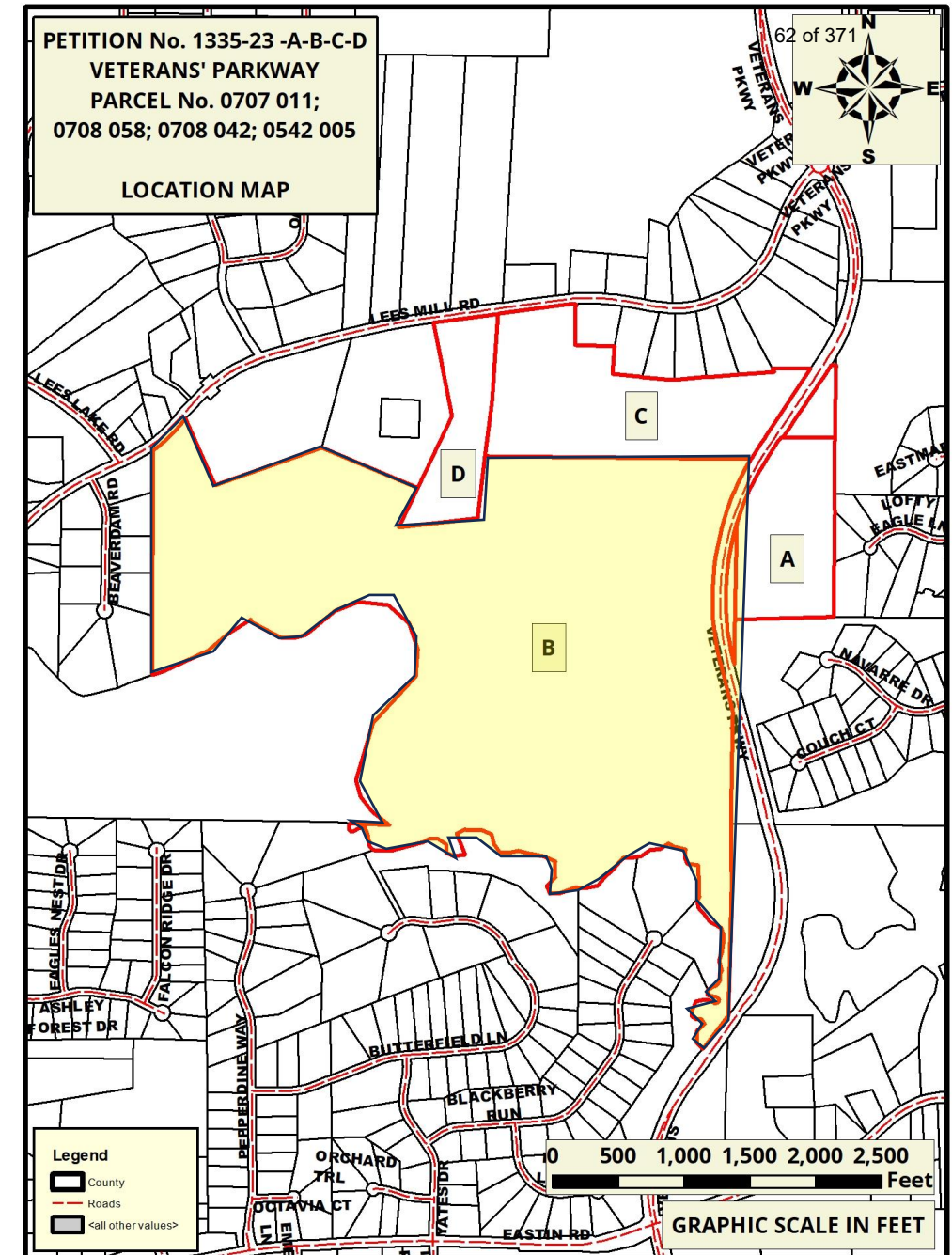


PETITION 1335-23B

Parcel #0707 011, 237.4382 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd. between Sandy Creek Rd. and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Pkwy).

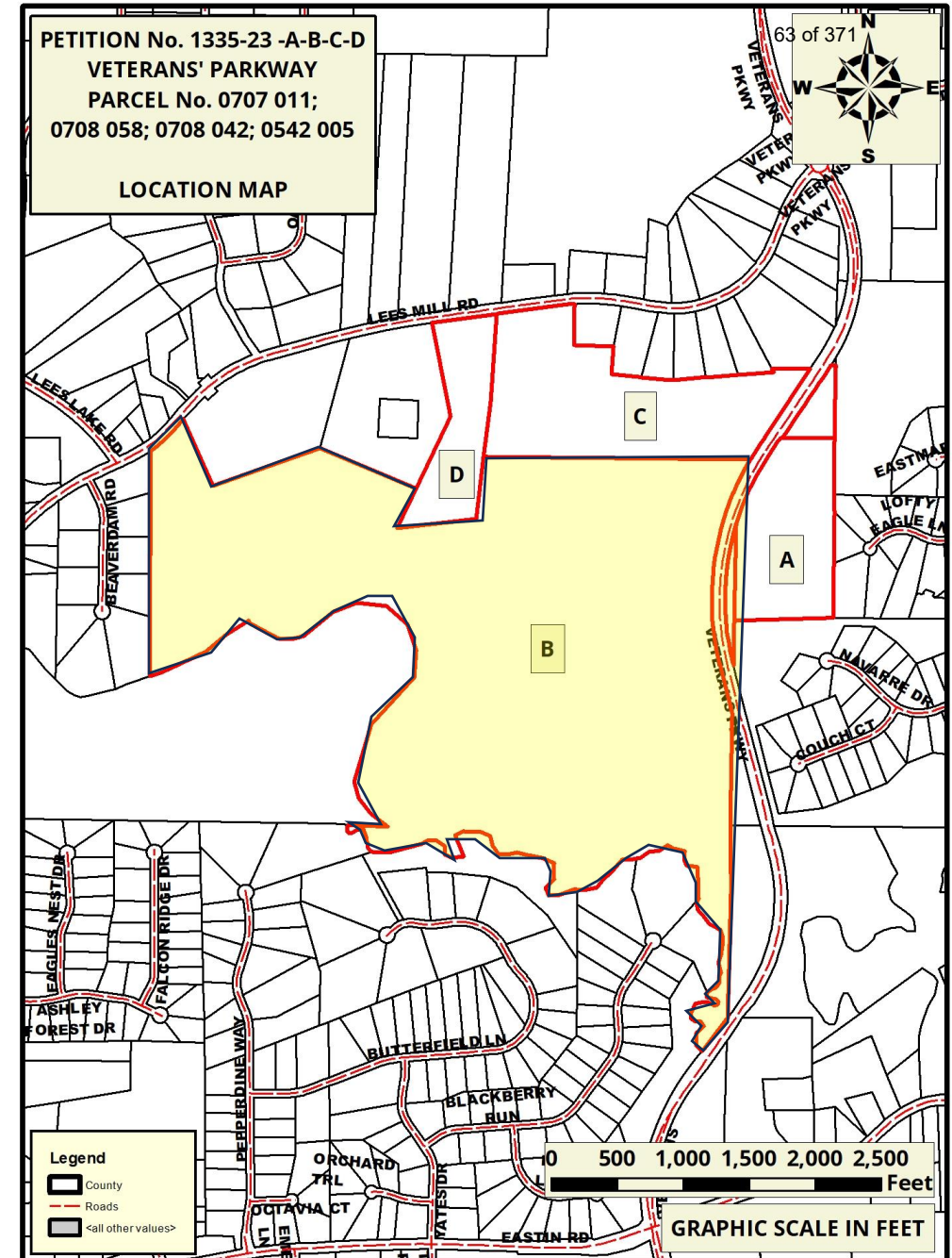


PETITION 1335-23B

Parcel #0707 011, 237.4382 acres

Recommended Conditions (continued)

4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

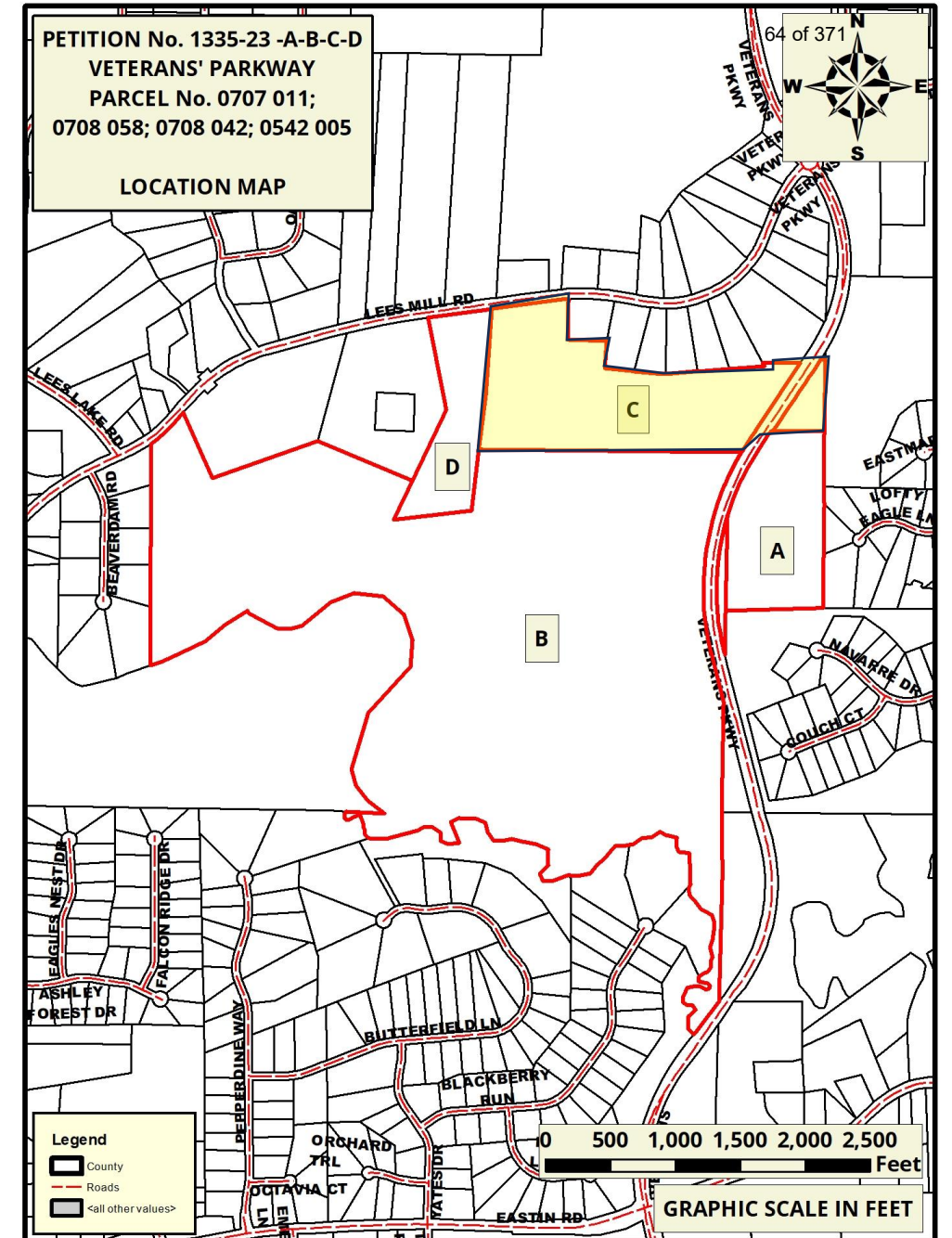


PETITION 1335-23C

Parcel #0708 042, 39.6621 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd between Sandy Creek Rd and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).

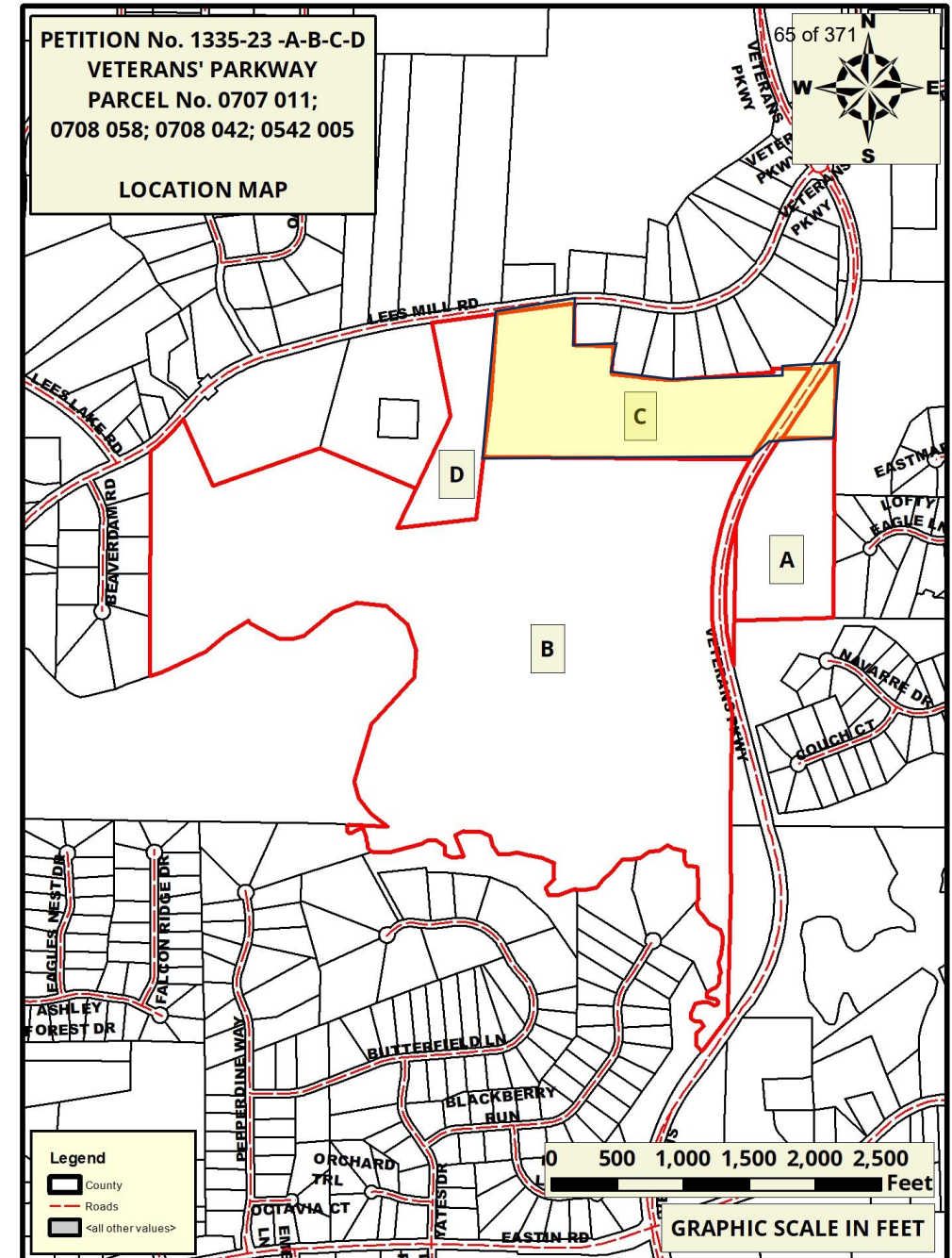


PETITION 1335-23C

Parcel #0708 042, 39.6621 acres

Recommended Conditions (continued)

4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

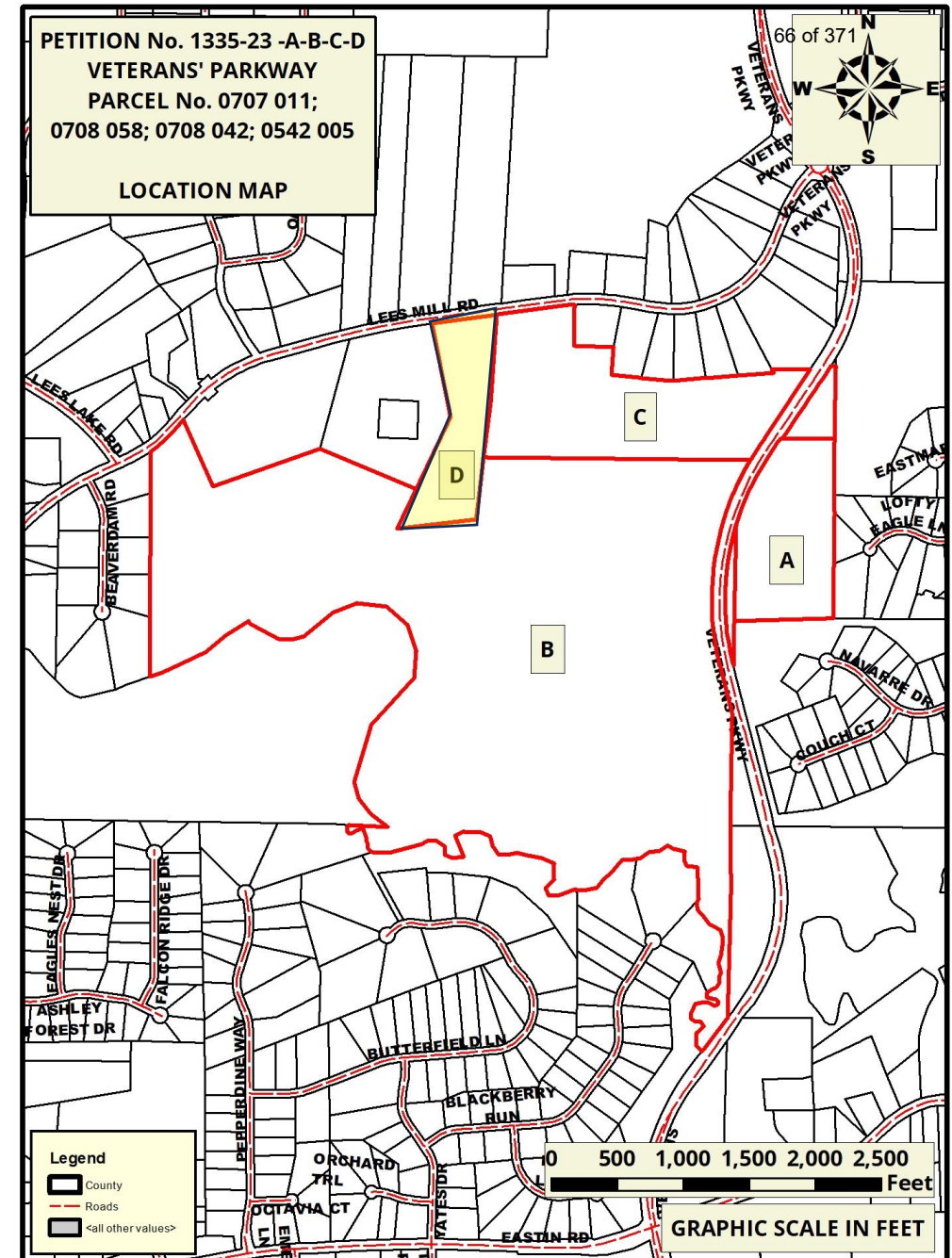


PETITION 1335-23D

Parcel #0708 058, 18.4863 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.

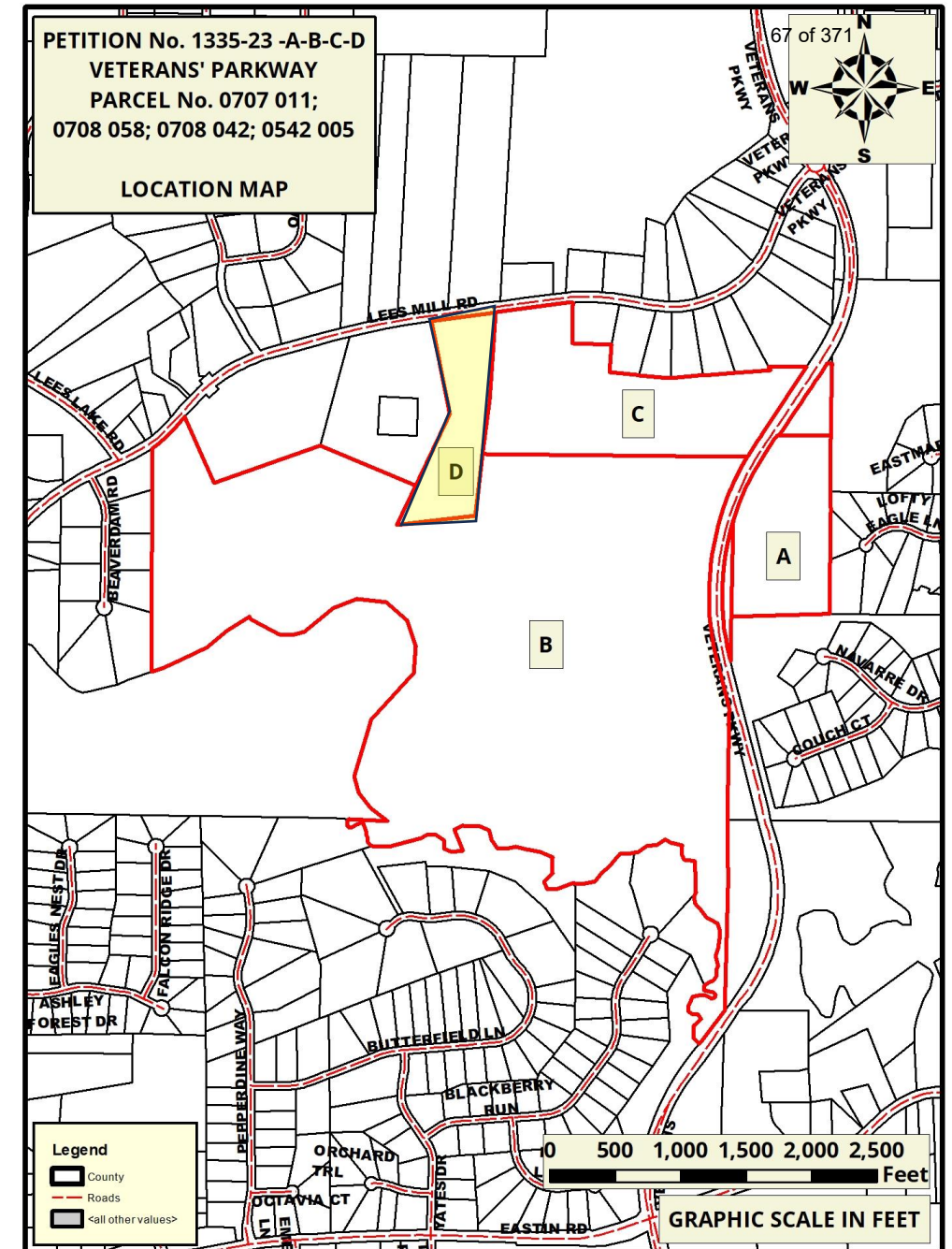


PETITION 1335-23D

Parcel #0708 058, 18.4863 acres

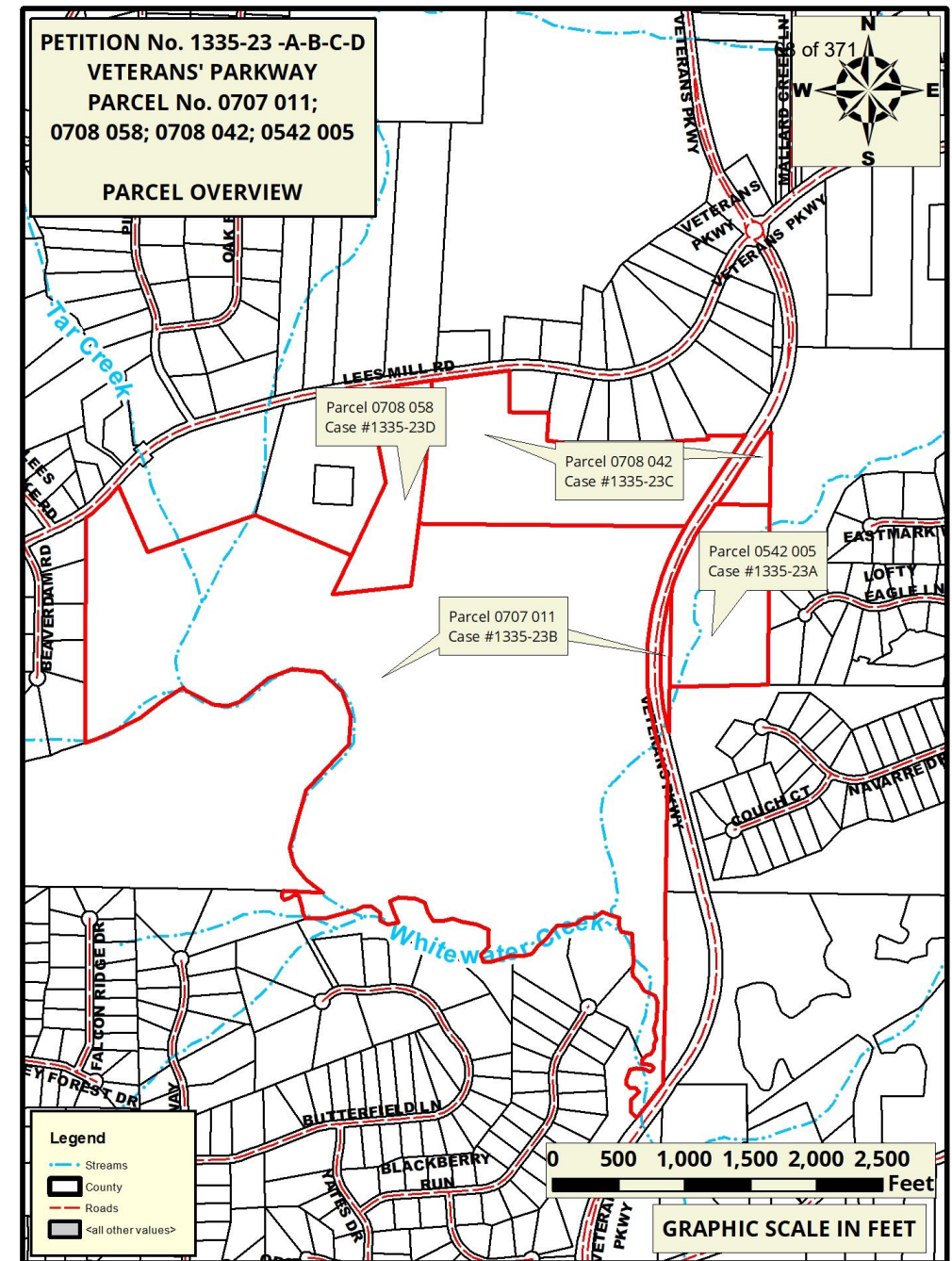
Recommended Conditions (continued)

3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd. between Sandy Creek Rd. and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of one curb cut onto Lees Mill Road.
5. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.



QUESTIONS?

- Request to Rezone from R-70 to A-R
 - Owner – Veterans Pkwy and Lees Mill South, LLC
 - Agent – Fayette County Development Authority/Niki Vanderslice
 - Stated Purpose – Recreational Facility
-
- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
 - Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
 - Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
 - Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres



COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No.1335-23B, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 237.4382 acres from R-70 to A-R for a recreational facility; property located in Land Lot(s) 224 of the 5th District and Land Lot(s) 13, 14, 18, and 19 of the 7th District and fronts on Veterans Parkway and Lee's Mill Road.

Background/History/Details:

The subject property is a 237.4382-acre tract and is undeveloped. It is currently zoned R-70, Single-Family Residential. The area is designated as Rural Residential on the Fayette County Future Land Use Plan.

On December 7, 2023, Planning Commission voted 3-1 to recommend CONDITIONAL APPROVAL.

Staff recommends seven (7) conditions for CONDITIONAL APPROVAL of the request for a zoning of A-R, Agriculture-Residential, because the request is consistent with the Fayette County Comprehensive Land Use Plan & surrounding land uses. Please refer to the accompanying staff report and/or PowerPoint slide # 13, for the full text of recommended conditions.

Summary of the seven (7) conditions:

1) Lees Mill Road - 50 feet right-of-way dedication; 2) Owner/developer shall prepare a Traffic Impact Study; 3) Construction entrance/exit shall be located on Veterans Parkway; 4) Maximum of four curb cuts along Veterans Parkway Road frontage: 2 west, 2 east; 5) Maximum of one curb cut on Lees Mill Road; 6) All parcels on west side of Veterans Parkway shall be combined into a single parcel within six months; 7) Developer shall install a 16-in diameter water line.

What action are you seeking from the Board of Commissioners?

Approval of Petition No.1335-23B, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 237.4382 acres from R-70 to A-R for a recreational facility; property located in Land Lot(s) 224 of the 5th District and Land Lot(s) 13, 14, 18, and 19 of the 7th District and fronts on Veterans Parkway and Lee's Mill Road with seven (7) conditions.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PETITION NO: 1335-23B**REQUESTED ACTION:** Rezone from R-70 to A-R**PARCEL NUMBER:** 0707 011**PROPOSED USE:** Agricultural/Recreational**EXISTING USE:** Vacant Land**LOCATION:** Veterans Parkway & Lees Mill Road**DISTRICT/LAND LOT(S):** 5th District, Land Lots 224; 7th District, Land Lots 13, 14, 18, and 19**AREA:** 237.4382 Acres**OWNERS:** Veterans Pkwy and Lees Mill South LLC**AGENT:** Fayette County Development Authority**PLANNING COMMISSION PUBLIC HEARING:** December 7, 2023**BOARD OF COMMISSIONERS PUBLIC HEARING:** January 11, 2024**APPLICANT'S INTENT**

Applicant proposes to rezone 237.4382 acres from R-70 to A-R for agricultural and recreational purposes.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan, Rural Residential-2 (1 Unit/2 Acres) is designated for this area, so the request for A-R zoning is appropriate; it is a less intense use. Based on the Investigation and Staff Analysis, Staff recommends **CONDITIONAL APPROVAL** of the request for a zoning of A-R, Agricultural-Residential District.

RECOMMENDED CONDITIONS

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of

project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.

3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.
7. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 on the east side of Veterans Parkway shall be combined with Parcel No. 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
8. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
9. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.

REVISED RECOMMENDED CONDITIONS based on the recommendations of the County Attorney, the following conditions better define the recommended conditions and omit conditions that are specific to other parcels in the project:

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts

are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.

5. The project shall have a maximum of one curb cut onto Lees Mill Road.
- ~~6. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.~~
- ~~7. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 on the east side of Veterans Parkway shall be combined with Parcel No. 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.~~
- 8.6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
- ~~9. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.~~
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

1. **INVESTIGATION**

A. **GENERAL PROPERTY INFORMATION**

The property is a legal lot of record. It is not located in an Overlay Zone

PARCEL SUMMARY:

PETITION No.	PARCEL ID	ACREAGE	CURRENT ZONING	PROPOSED ZONING	ROAD FRONTAGE
1335-23A	0542 005	22.9674	R-70	A-R	Veterans Parkway
1335-23B	0707 011	237.4382	R-70	A-R	Veterans Parkway & Lees Mill
1335-23C	0708 042	39.6621	R-70	A-R	Veterans Parkway & Lees Mill
1335-23D	0708 058	18.4863	R-70	A-R	Lees Mill

B. **REZONING HISTORY:**

This property was rezoned from A-R to R-70 in 1973 as part of a blanket rezoning.

C. **CURRENT DEVELOPMENT HISTORY:**

The property is currently used for agricultural purposes.

B. **SURROUNDING ZONING AND USES**

Near the subject property is land which is zoned R-70, R-45, and C-S. See the following table and the attached Zoning Map. The subject property is bounded by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	44.73	R-70	Single-Family Residential	Rural Residential – 2 (1 Unit/2 Acres)
South & West	132.04; 13.45	R-70; R-45	Agricultural & Conservation; Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)
East	8.3 25.00	R-70 C-S & R-45	Conservation; Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)
West	24.62	R-70	Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)

C. COMPREHENSIVE PLAN

The subject property lies within an area designated for Rural Residential – 2 (1 Unit/2 Acres).

D. ZONING/REGULATORY REVIEW

Access & Right-of Way: The property has frontage on Veterans Parkway and Lees Mill Road.

E. DEPARTMENTAL COMMENTS

- ☐ **Water System** - Water is available on Lees Mill Rd in a 16-inch ductile iron water main. No water is available on that section of Veterans Pkwy.
- ☐ **Public Works & Environmental Management**
 - **County Road Frontage Right of Way Dedication**
Veterans Parkway is a **Minor Arterial** roadway per the Fayette County Thoroughfare Plan and requires and the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Fayette County Public Works controls access to the roadway. Proposed site access points on **Veterans Parkway** will be permitted through Fayette County. **Lees Mill Road** is a **Minor Arterial** per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Any proposed site access points on **Lees Mill Road** will be permitted through Fayette County.
 - **Traffic Data**

According to a 2022 report from Pond Engineering the annual average daily traffic for Veterans Parkway is **8,285 vehicles per day**; the annual average daily traffic for **Lees Mill Road** per GDOT is approximately **2,300 vehicles per day** approximately 2 miles west of Veterans Parkway.

As part of the plan review and approval process, Public Works shall require a Traffic Impact Study for the proposed development.
 - **Sight Distance**

Minimum sight distances will have to be satisfied for any proposed new road intersections. Fayette County Public Works Department will review sight distances for any proposed access points to **Lees Mill Road** and **Veterans Parkway**.
 - **Floodplain Management**

The 321.34-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0084E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the 2013 Dewberry Limited Flood Study for Fayette County.
 - **Wetlands**

The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Proposed development plans will be required to locate any existing wetland areas.

- **Watershed Protection**

There **ARE** known state waters located on the subject property. Watershed Protection Buffers shall apply.

- **Groundwater**

The property **IS** within a groundwater recharge area per Fayette County GIS.

- **Post Construction Stormwater Management**

This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces.

- **Landscape and Tree replacement Plan**

This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances if rezoned.

- ☐ **Environmental Health Department** – This office has no objections to the proposed rezoning.
- ☐ **Fire** – No objections to the requested rezoning.
- ☐ **GDOT** – Not applicable.

STANDARDS

Sec. 110-300. - Standards for map amendment (rezoning) evaluation.

All proposed map amendments shall be evaluated with special emphasis being placed on the relationship of the proposal to the land use plan and related development policies of the county. The following factors shall be considered by the planning and zoning department, the planning commission and the board of commissioners when reviewing a request for rezoning:

- (1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- (3) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools;
- (4) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

STAFF ANALYSIS

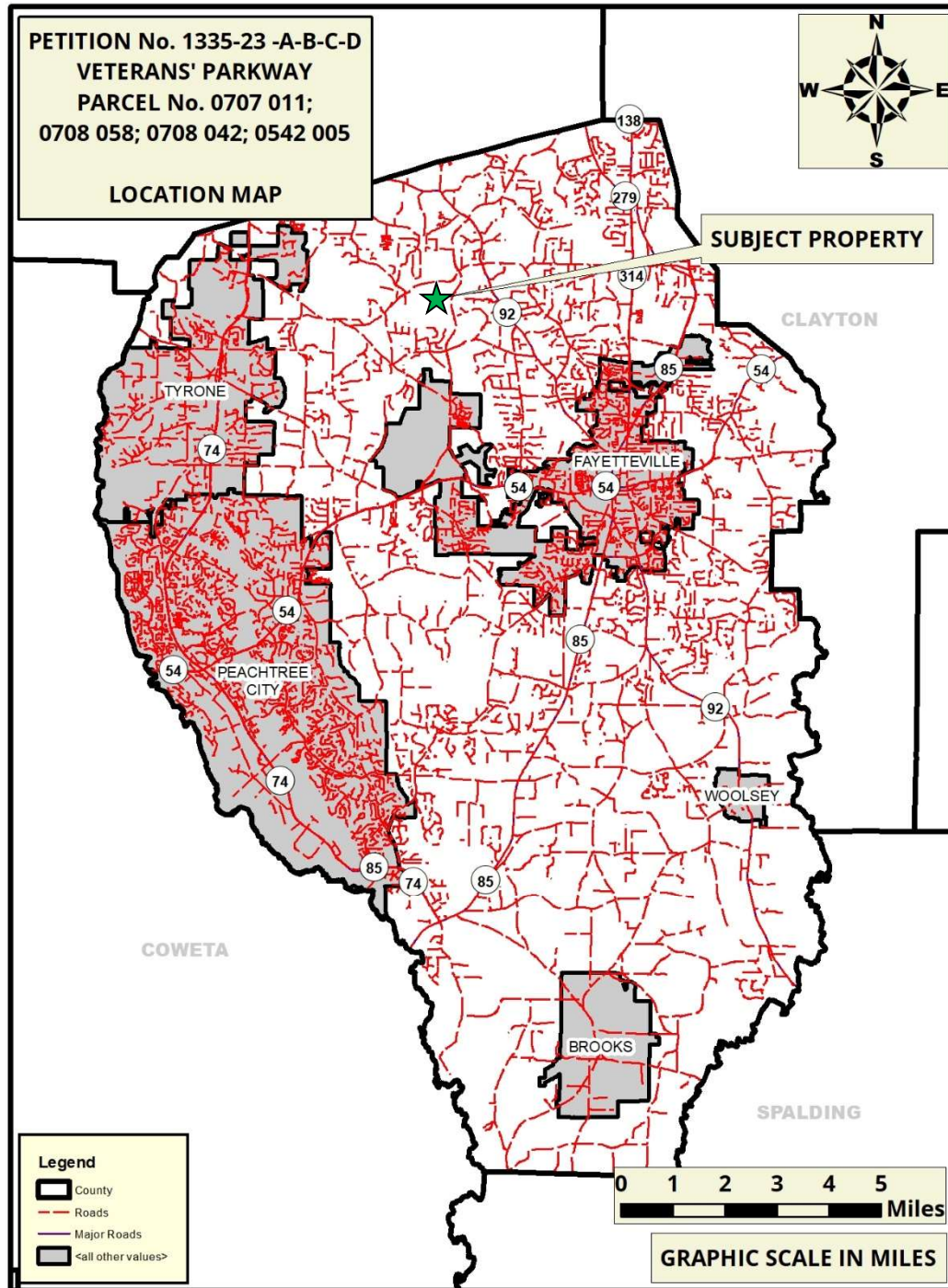
1. The subject property lies within an area designated for Rural Residential-2 Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the use and proposed lot size.
2. The area around the subject property is an area that already has various residential and agricultural uses. It is staff's opinion that the zoning proposal would not adversely affect the existing or future uses of nearby properties.
3. It is staff's opinion that if conditions are approved, the zoning proposal will not have an excessive or burdensome impact on streets, utilities, or schools.
4. The proposal is consistent in character and use with the surrounding uses as agricultural and low density residential.

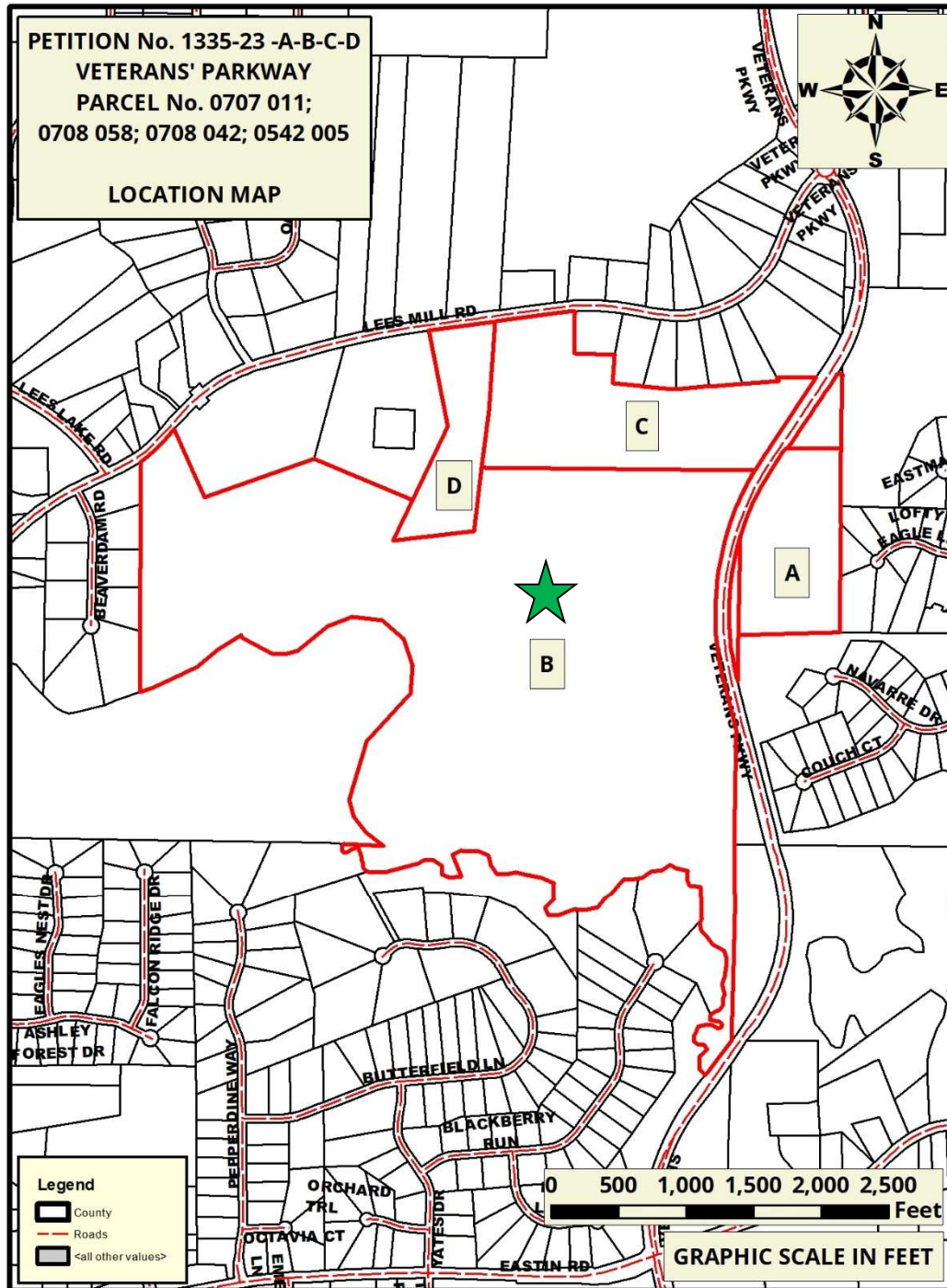
ZONING DISTRICT STANDARDS

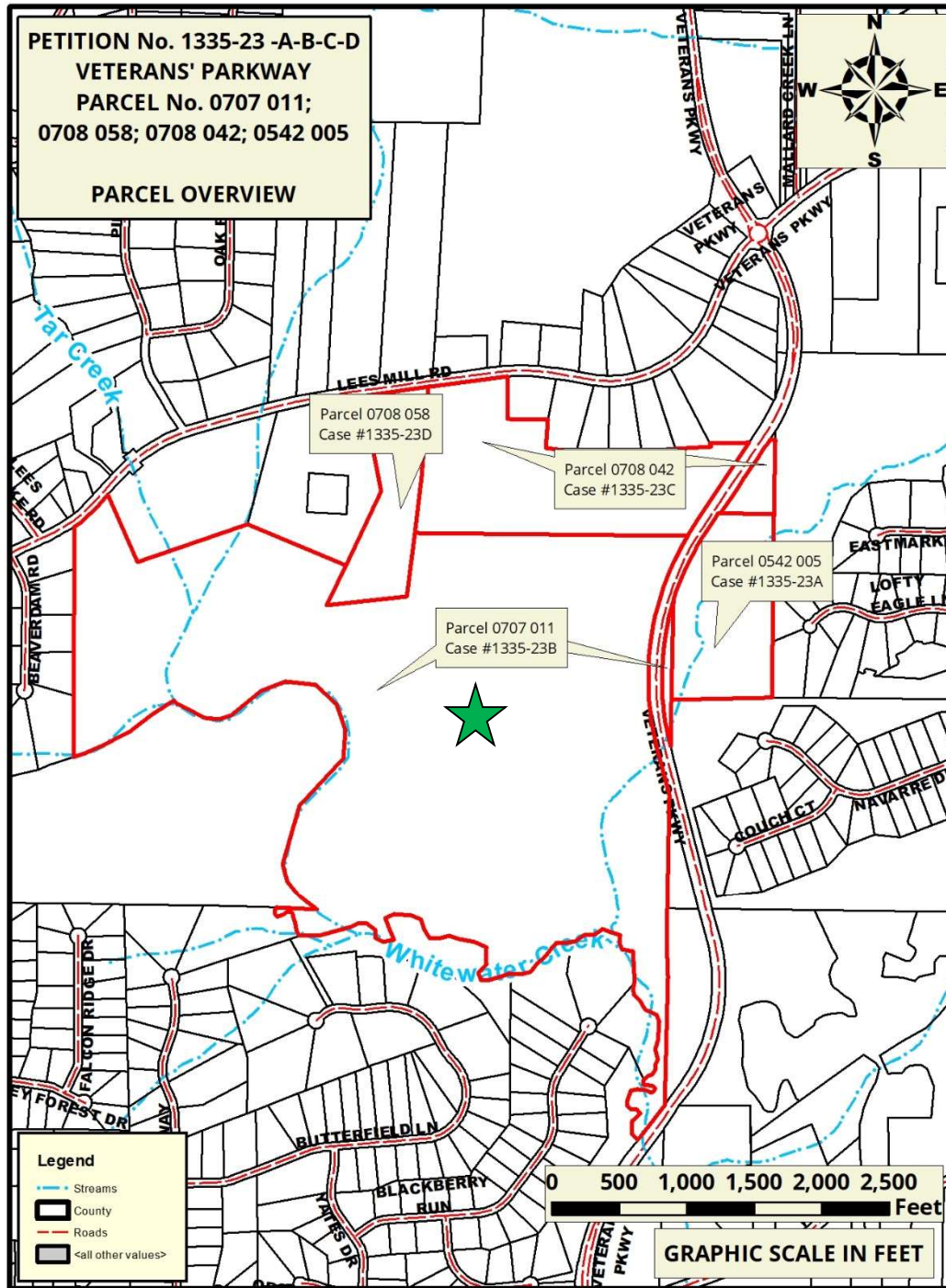
Sec. 110-125. A-R, Agricultural-Residential District.

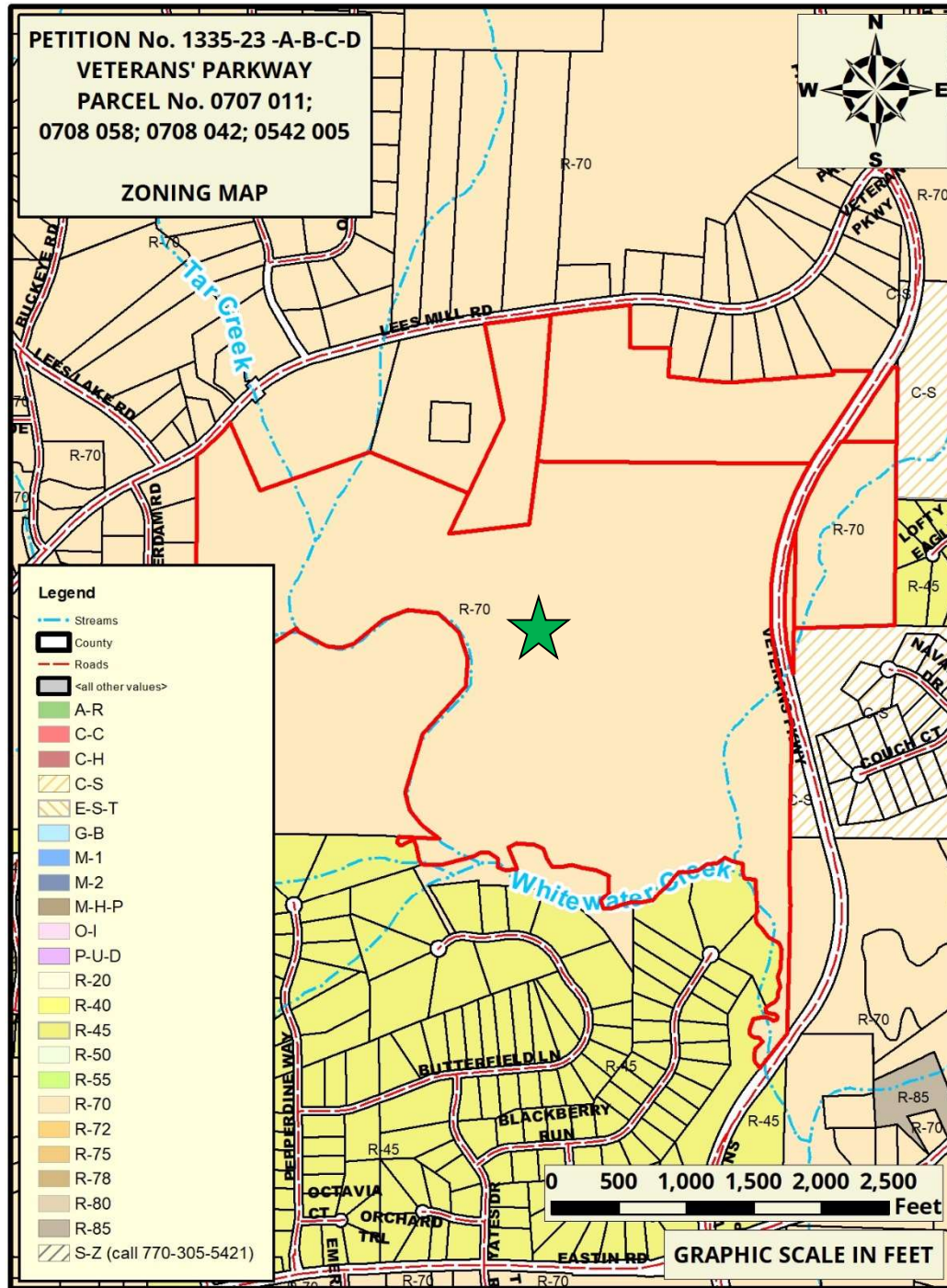
- (a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential and agricultural character and designed to protect against the depreciating effects of small lot, residential development and those uses which are incompatible with such a residential and agricultural environment.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the A-R zoning district:
 - (1) Single-family dwelling;
 - (2) Residential accessory structures and uses (see article III of this chapter);
 - (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
 - (4) Plant nurseries and greenhouses (no sales of related garden supplies);
 - (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
 - (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:
 - (1) Aircraft landing area;
 - (2) Animal hospital, kennel or veterinary clinic;
 - (3) A-R bed and breakfast inn;
 - (4) A-R wedding/event facility;
 - (5) Cemetery;
 - (6) Church and/or other place of worship;
 - (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
 - (8) Commercial driving range and related accessories;
 - (9) Child care facility;
 - (10) Deer processing facility.
 - (11) Developed residential recreational/amenity areas;
 - (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
 - (13) Golf course (minimum 18-hole regulation) and related accessories;
 - (14) Home occupation;
 - (15) Horse show, rodeo, carnival, and/or community fair;
 - (16) Hospital;
 - (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
 - (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
 - (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
 - (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
 - (21) Religious tent meeting; and

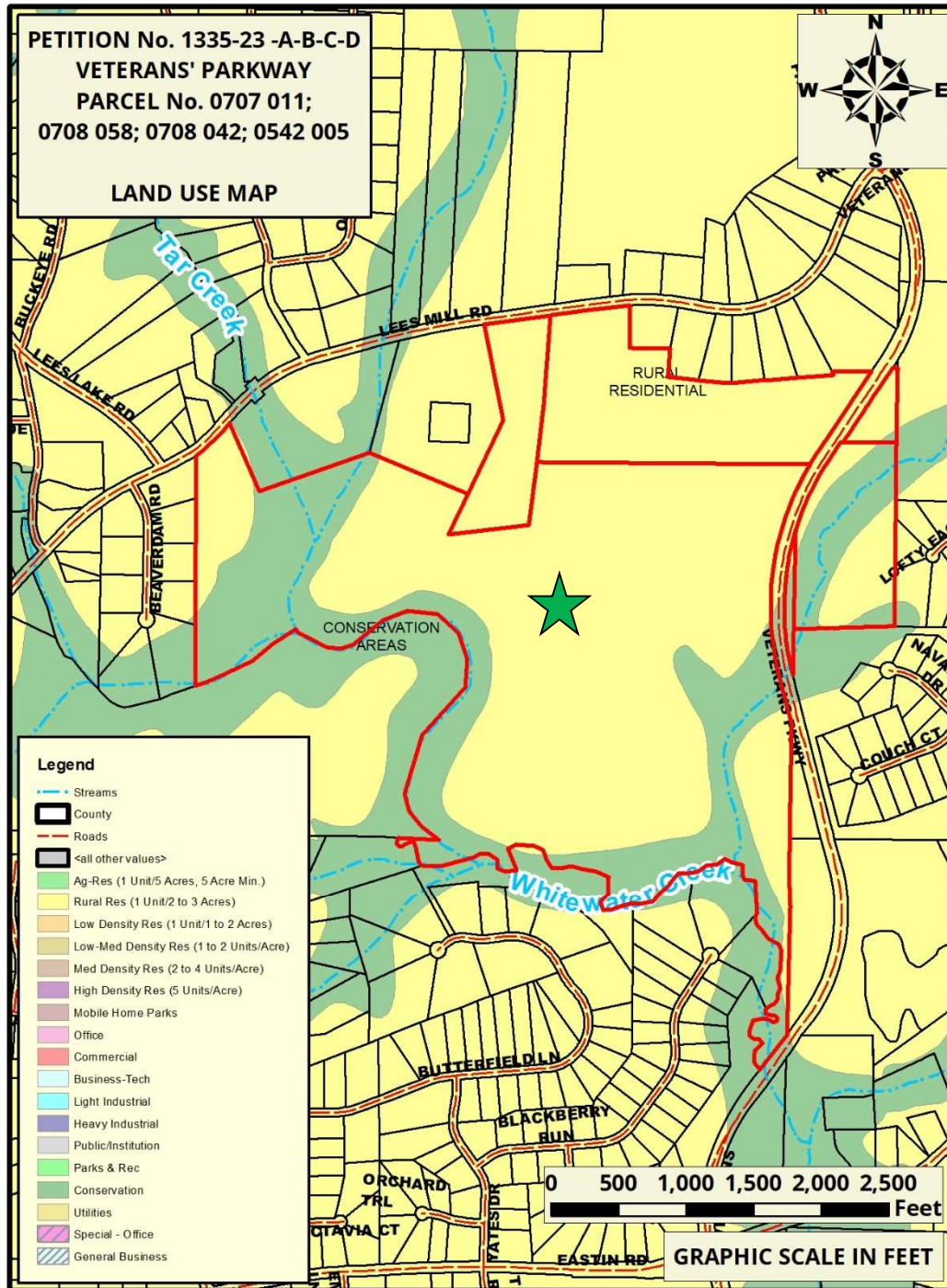
- (22) Shooting range, outdoor.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:
- (1) Lot area: 217,800 square feet (five acres).
 - (2) Lot width: 250 feet.
 - (3) Floor area: 1,200 square feet.
 - (4) Front yard setback:
 - a. Major thoroughfare:
 1. Arterial: 100 feet.
 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
 - (5) Rear yard setback: 75 feet.
 - (6) Side yard setback: 50 feet.
 - (7) a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.
- (e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.
- (Code 1992, § 20-6-1; Ord. of 7-28-2011; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2012-13, § 4, 12-13-2012; Ord. No. 2012-14, § 3, 12-13-2012; Ord. No. 2014-19, § 6,7, 12-11-2014; Ord. No. 2015-05, § 2, 3-26-2015; Ord. No. 2016-12, § 3, 7-28-2016; Ord. No. 2017-04, § 2, 3-23-2017; Ord. No. 2018-03, §§ 11, 12, 9-22-2018)

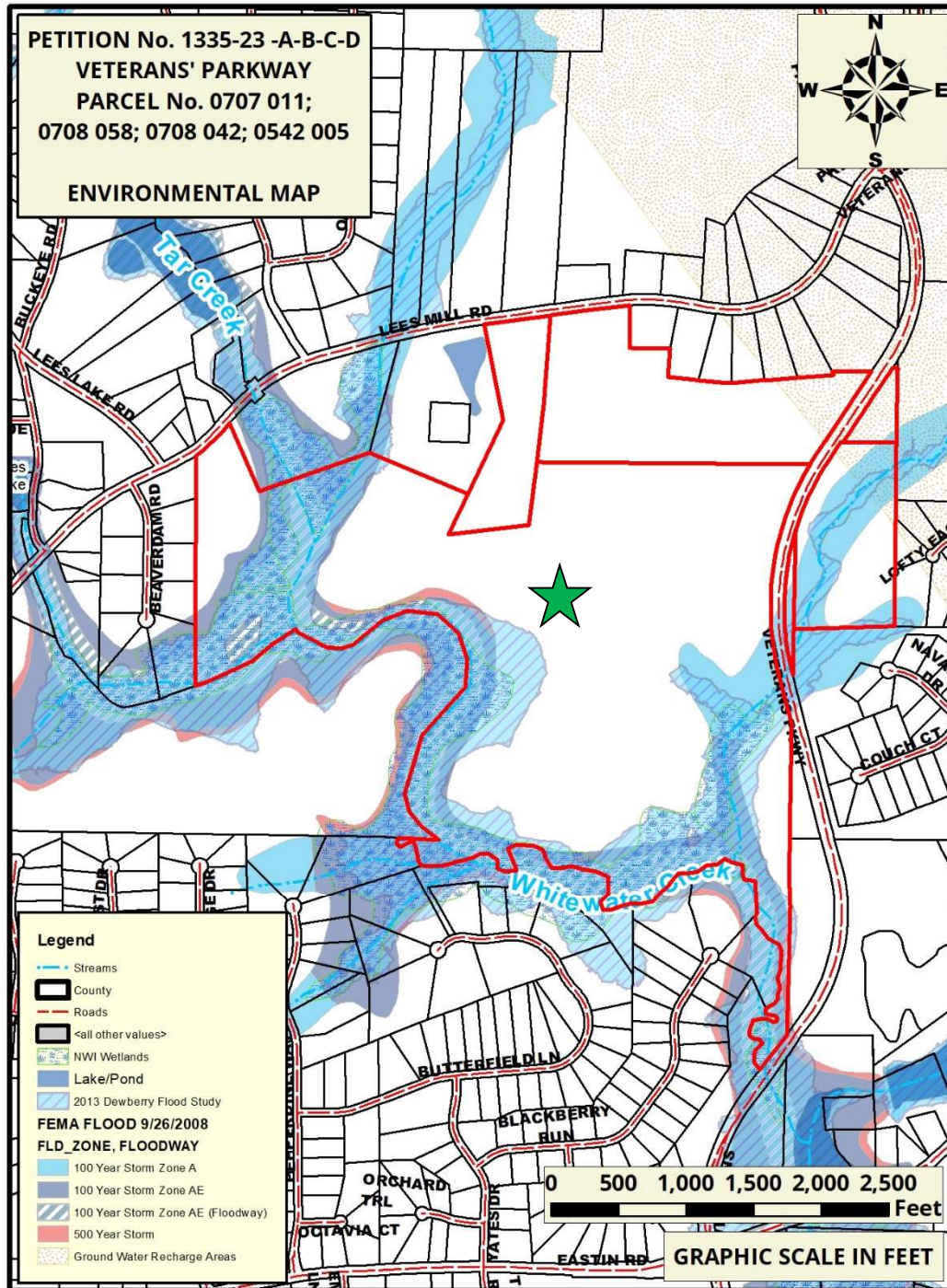


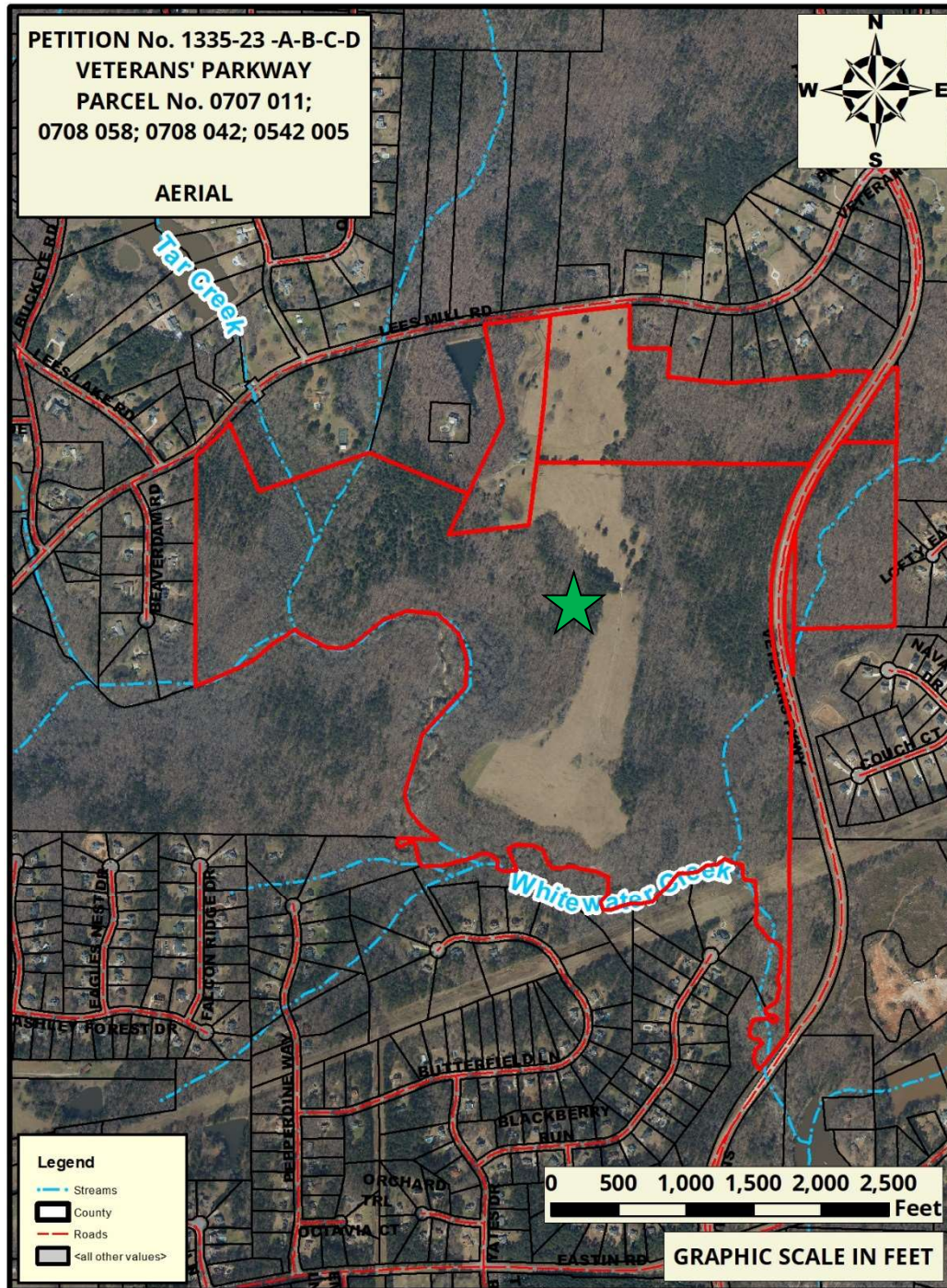












BOARD MEMBERS

Arnold L. Martin - Absent
 John Kruzan
 John H. Culbreth, Sr.
 Danny England
 Jim Oliver

STAFF

Deborah L. Bell, Planning and Zoning Director
 Deborah Sims, Zoning Administrator
 Christina Barker, Zoning Coordinator
 E. Allison Ivey Cox, County Attorney

AGENDA
FAYETTE COUNTY PLANNING COMMISSION MEETING
140 STONEWALL AVENUE WEST
December 7, 2023
7:00 pm

***Please turn off or turn to mute all electronic devices during the
 Planning Commission Meetings**

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
The agenda was amended to move item number 9 to item 5. Danny England made a motion to approve the agenda. John Culbreth seconded the motion. The motion passed 4-0. Arnold L. Martin was absent.
4. Consideration of the Minutes of the meeting held on November 2, 2023.
Danny England made a motion to approve the minutes from the November 2, 2023, meeting. John Kruzan seconded the motion. The motion passed 4-0.

PUBLIC HEARING

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-169.-Conditional use approval. 2) Conditional uses allowed. Bb. Horse show, rodeo, carnival, and/or community fair.
Danny England made a motion to approve the amendment to Sec. 110-169 of the Zoning Ordinance. John Kruzan seconded the motion. The motion passed 4-0.
6. Consideration of Petition No. 1335-23A, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 22.9674 acres from R-70 to A-R. The property is located in Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway.
John Culbreth made a motion to approve Petition No. 1335-23A with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.
7. Consideration of Petition No. 1335-23B, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 237.4382 acres from R-70 to A-R. The

property is located in Land Lots 13, 14, 18 & 19 of the 7th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23B with conditions. John Kruzan seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

8. Consideration of Petition No. 1335-23C, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 39.6621 acres from R-70 to A-R. The property is located in Land Lots 15 of the 7th District and Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23C with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

9. Consideration of Petition No. 1335-23D, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 18.4863 acres from R-70 to A-R. The property is located in Land Lots 14 & 15 of the 7th District and fronts on Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23D with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

PLANNING COMMISSION RECOMMENDATION**DATE:** December 7, 2023**TO:** Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1335-23B, the application of Veterans Parkway and Lees Mill South, LLC to rezone 237.4382 acres from R-70 to A-R , be:

3-1 ~~DE~~ ☒ Approved ☐ Withdrawn ☐ Denied

☐ Tabled until _____

☒ Approved with Conditions _____ See attached page 2.

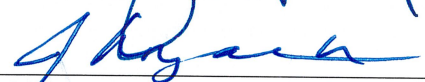
This is forwarded to you for final action.


JIM OLIVER, CHAIRMAN


JOHN H. CULBRETH, SR., VICE-CHAIRMAN


ARNOLD L. MARTIN III


DANNY ENGLAND


JOHN J. KRUZAN

Remarks:

**STATE OF GEORGIA
COUNTY OF FAYETTE**

RESOLUTION**NO. 1335-23B**

WHEREAS, Veterans Parkway and Lees Mill South, LLC having come before the Fayette County Planning Commission on December 7, 2023, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

WHEREAS, said request being as follows: Request to rezone 237.4382 acres from R-70 to A-R, Land Lot 224 of the 5th District; 7th District, Land Lots 13,14,18 and 19 fronting on Veteran's Parkway and Lees Mill Road, for the purpose of developing a recreational facility.

WHEREAS, the Fayette County Planning Commission having duly convened, and considered said request;

BE IT RESOLVED that the decision of the Fayette County Planning Commission, that said request be **APPROVED WITH CONDITIONS**.

See attached page 2.

In compliance with the Fayette County Comprehensive Plan.
Compatible with the surrounding area.

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

ATTEST:



JIM OLIVER, CHAIRMAN

**DEBORAH BELL
PLANNING & ZONING DIRECTOR**

Conditions 1335-23 A, B, C, D

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.
7. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 on the east side of Veterans Parkway shall be combined with Parcel No. 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
8. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
9. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.

**APPLICATION TO AMEND
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA**

PROPERTY INFORMATION:

Parcel No. 070711 / 0708042 / 0542005 / 0708058 Acreage: 321.34
 Land Lot: 13,14,15,18,19 / 224, 225 Land District: 5th & 7th
 Address: Lees Mill Road
 Existing Zoning: R70 Requested Zoning: AR
 Zoning of Surrounding Properties: R70
 Existing Use: Pasture/Agriculture Proposed Use: Agriculture/Recreation
 Total Number of Acres Requested to be Rezoned: 321.34
 Land Use Plan Designation: Rural Residential
 Name and Type of Access Road: Lees Mill Road / Veterans Parkway
 Location of Nearest Water Line: Lees Mill Road

PROPERTY OWNER INFORMATION

Name Veterans Pkwy and Lees Mill South, LLC
 Email _____
 Address 3050 Peachtree NW, Suite 740
Atlanta, GA 30305
 Phone _____

AGENT/DEVELOPER INFORMATION

(If not owner)

Name Fayette County Development Authority
 Email nvanderslice@fayettega.org
 Address 200 Courthouse Square
Fayetteville, GA 30214
 Phone 770-461-5253

(THIS AREA TO BE COMPLETED BY STAFF):

PETITION NUMBER: 1335-23

[] Application Insufficient due to lack of: _____

by Staff: _____ Date: _____

[✓] Application and all required supporting documentation is Sufficient and Complete

by Staff: Debbie Bell Date: 10/10/2023

DATE OF PLANNING COMMISSION HEARING: Dec. 7, 2023

DATE OF COUNTY COMMISSIONERS HEARING: Jan. 11, 2024

Received from _____ a check in the amount of \$ _____ for application filing fee, and \$ _____ for deposit on frame for public hearing sign(s).

Date Paid: _____ Receipt Number: _____

Rezoning Application, Fayette County, GA

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

Veterans Pkwy and Lees Mill South, LLC

Please Print Names

Property Tax Identification Number(s) of Subject Property: 0707011 / 0708042 / 0708058 / 0542005

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 224 & 225 of the 5th District, and (if applicable to more than one land district) Land Lot(s) 13, 14, 15, 18, 19 of the 7th District, and said property consists of a total of 321.34 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Fayette County Development Authority to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

[Signature]
 Signature of Property Owner 1

3050 Peachtree NW, Suite 740, Atlanta, GA 30305

Address

Rosalinda Matta
 Signature of Notary Public

10/10/2023
 Date

Signature of Property Owner 2

Address

Signature of Notary Public

Date

Signature of Property Owner 3

Address

Signature of Notary Public

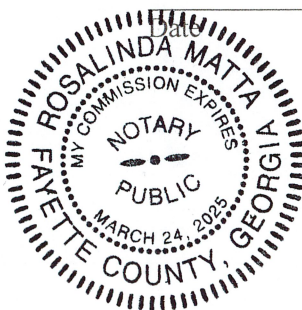
Date

Signature of Authorized Agent

Address

Signature of Notary Public

Date



OWNER'S AFFIDAVIT

NAME: Veterans Pkwy and Lees Mill South, LLC PETITION NUMBER: _____ADDRESS: 3050 Peachtree NW, Suite 740 Atlanta, GA 30305

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

Veterans Pkwy and Lees Mill South, LLC affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) 5th & 7th Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 600 to cover all expenses of public hearing. He/She petitions the above named to change its classification to AR.

This property includes: (check one of the following)

☒ See attached legal description on recorded deed for subject property or☐ Legal description for subject property is as follows:PUBLIC HEARING to be held by the Planning Commission of Fayette County on the 7th day of December, 2023 at 7:00 P.M.PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the 11th day of January, 2024 at 7:00 P.M.SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 DAY OF OCTOBER, 2023


 SIGNATURE OF PROPERTY OWNER

 SIGNATURE OF PROPERTY OWNER

Rosalinda Matto

 NOTARY PUBLIC


AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, Veterans Pkwy and Lees Mill South, LLC, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 100ft feet of right-of-way along Veterans Parkway and Lees Mill Road as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare)	60-foot right-of-way (30' measured from each side of road centerline)
Collector Street (Major Thoroughfare)	80-foot right-of-way (40' measured from each side of road centerline)
Arterial Street (Major Thoroughfare)	100-foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 10 day of OCTOBER, 2023.

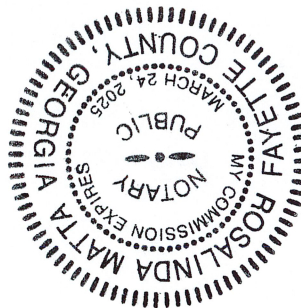


SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER



NOTARY PUBLIC



DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

- A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.
- B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: www.dca.state.ga.us/DRI/.
- C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".
- ☒ The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds .
- ☐ The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this 10th day of October, 2023.



 APPLICANT'S SIGNATURE

**Developments of Regional Impact
Tiers and Development Thresholds**

Type of Development	Metropolitan Regions	Non-metropolitan Regions
(1) Office	Greater than 400,000 gross square feet	Greater than 125,000 gross square feet
(2) Commercial	Greater than 300 000 gross square feet	Greater than 175,000 gross square feet
(3) Wholesale & Distribution	Greater than 500 000 gross square feet	Greater than 175,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day
(5) Housing	Greater than 400 new lots or units	Greater than 125 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1, 600 workers; or covering more than 400 acres	Greater than 175,000 gross square feet; or employing more than 500 workers; or covering more than 125 acres
(7) Hotels	Greater than 400 rooms	Greater than 250 rooms
(8) Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	Gross square feet greater than 125,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 40 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
(9) Airports	All new airports runways and runway extensions	Any new airport with a paved runway; or runway additions of more than 25% of existing runway length
(10) Attractions & Recreational Facilities	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000
(11) Post-Secondary School	New school with a capacity of more than 2,400 students or expansion by at least 25 percent of capacity	New school with a capacity of more than 750 students or expansion by at least 25 percent of capacity
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility or expansion of use of an existing facility by 50 percent or more
(13) Quarries, Asphalt &, Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(14) Wastewater Treatment Facilities	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(15) Petroleum Storage Facilities	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels
(16) Water Supply, Intakes/Reservoirs	New Facilities	New Facilities
(17) Intermodal Terminals	New Facilities	New Facilities
(18) Truck Stops	A new facility with more than three diesel fuel pumps; or spaces.	A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces.
(19) Any other development types not identified above (includes parking facilities)	1000 parking spaces	1000 parking spaces

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DISCLOSURE STATEMENT

(Please check one)

Campaign contributions: X No Yes (see attached disclosure report)

TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

§ 36-67A-3. Disclosure of campaign contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

HISTORY: Code 1981, § 36-67A-3, enacted by Ga. L. 1986, p. 1269, § 1; Ga. L. 1991, p. 1365, § 1; Ga. L. 1993, p. 91, § 36.

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

(All applications/documentation must be complete at the time of application submittal or the application will not be accepted)

- ☒ Application form and all required attachments completed, signed, and notarized, as applicable.
- ☒ Copy of latest recorded deed, including legal description of the boundaries of the subject property to be rezoned.
- ☒ Boundary Survey (Separate from Conceptual Plan; 1 paper copy and 1 electronic copy in .pdf format), drawn to scale, showing north arrow, land lot and district, dimensions, and street location of the property, prepared (signed & sealed) by a land surveyor.
- ☒ Legal Description (must have metes and bounds) – 1 paper copy and 1 electronic copy in Microsoft Word .docx format
- ☒ Conceptual Plan (1 paper copy and 1 electronic file in .pdf format). The Conceptual Plan is not required to be signed and sealed by a registered surveyor, engineer or architect. The Conceptual Plan may be prepared on the boundary line survey; however it is required to be drawn to scale, and include all applicable items below:
 - ☒ a. The total area of the subject property to be rezoned (to the nearest one-hundredth of an acre), the existing zoning district(s) of the subject property, and the area within each zoning district if more than one district.
 - ☒ b. Approximate location and size of proposed structures, use areas and improvements (parking spaces, and aisles, drives, etc.) on the subject property for non-residential rezoning requests, including labeling the proposed use of each proposed structure/use area.
 - ☒ c. General layout of a proposed subdivision (residential or non-residential) including the delineation of streets and lots. The items of b. above are not required in this instance but may be included if known.
 - ☒ d. Approximate location and size of existing structures and improvements on the parcel, if such are to remain. Structures to be removed must be indicated and labeled as such.
 - ☒ e. Minimum zoning setbacks and buffers, as applicable.
 - ☒ f. Location of all existing and proposed easements and streets on or adjacent to the subject property, indicating type and width of existing and proposed easements and centerline of streets including width of right-of-way.
 - ☒ g. Location and dimensions of exits/entrances to the subject property.
 - ☒ h. Approximate location and elevation of the 100-year flood plain and Watershed Protection Ordinance requirements, as applicable.
 - ☒ i. Approximate location of proposed on-site stormwater facilities, including detention or retention facilities.
- ☒ A letter of intent for a non-residential rezoning request, including the proposed use(s).

Type: WD
 Recorded: 3/3/2023 11:44:00 AM
 Fee Amt: \$6,879.10 Page 1 of 8
 Transfer Tax: \$6,854.10
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

Participant ID: 6405611605

BK 5592 PG 507 - 514

After recording return to:
 Calloway Title and Escrow, LLC
 4170 Ashford Dunwoody Rd. Ste. 525
 Atlanta, GA 30319

2-42146

After Recording, Return to:

Cushing Morris Armbruster & Montgomery, LLP
 191 Peachtree Street, N.E., Suite 4500
 Atlanta, Georgia 30303
 Attn: Elizabeth S. Harps

Parcel Nos.:

0542 005
 0707 011
 0708 042
 0708 050

**STATE OF GEORGIA
 COUNTY OF FAYETTE**

LIMITED WARRANTY DEED

THIS INDENTURE, made this 3rd day of March 2023, between GREEN PROPERTIES PARTNERS, L.L.L.P., a Georgia limited liability limited partnership (herein called "Grantor") and VETERANS PKWY AND LEES MILL SOUTH, LLC, a Delaware limited liability company (herein called "Grantee").

WITNESSETH that: for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor 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 THOSE TRACTS or parcels of land lying and being in Land Lots 13, 14, 15, 18 and 19 of the 7th District and Land Lots 224 and 225 of the 5th District of Fayette County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said tracts or parcels of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise 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 lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, subject however, to those matters set forth on Exhibit B, attached hereto and incorporated herein by this reference.

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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:

[Signature]

Unofficial Witness

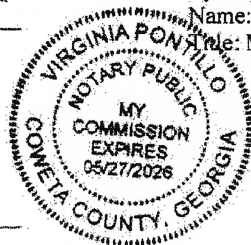
[Signature]

Notary Public

(NOTARY SEAL)

My Commission Expires:

5.27.26



GRANTOR:

GREEN PROPERTIES PARTNERS, L.L.P.

By: [Signature] (SEAL)

Name: Edward C. Wyatt

Title: Managing General Partner

Signed, sealed and delivered
in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

(NOTARY SEAL)

My Commission Expires:

5.27.26



By: [Signature] (SEAL)

Name: John B. Green

Title: General Partner

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EXHIBIT A
Legal Description

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lots 224 & 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said line of Veteran's Parkway and running with the said land lot line, North 01° 28' 30" East, 358.02 feet to a nail found in stone being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said land lot line

1. North 00° 54' 25" East, 694.56 feet to a point on the aforesaid line of Veteran's Parkway; thence, leaving the aforesaid land lot line and running with the said line of Veteran's Parkway
2. 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence,
3. North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225; thence, leaving the aforesaid line of Veteran's Parkway and running
4. South 89° 06' 17" East, 191.29 feet to a 1 inch iron rod found; thence,
5. South 00° 55' 13" West, 739.81 feet across the aforesaid land lot line common to land lots 224 and 225 to a 1 inch pipe found; thence,
6. South 00° 50' 38" West, 944.77 feet to a ½ inch rebar found; thence,
7. North 89° 25' 56" West, 734.45 feet to the Point of Beginning, containing 1,000,459 square feet or 22.9674 acres of land, more or less.

TRACT 2 (INCLUDING GAP):

All that tract or parcel of land lying and being in Land Lot 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a 1 inch open top pipe found at the northeast corner of Virginia Lake Estate – Unit Two per plat recorded among the Land Records of Fayette County, Georgia in Plat Book 17, Page 154, said point being the Land Lot Corner common to Land Lots 15, 16, 17 & 18 of the 7th District as identified in Deed Book 4398, Page 25, Plat Book 8, Page 127 & Plat Book 17, Page 154, aforesaid records; thence, leaving said point and running along the said land lot line common to land lots 15 & 16

1. North 88° 54' 39" East, 237.95 feet; thence, leaving the aforesaid land lot line and running
2. South 00° 49' 15" West, 2,064.62 feet to a point on the Northerly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
3. 210.86 feet along the arc of a curve deflecting to the left, having a radius of 7,055.50 feet and a chord bearing and distance of South 77° 59' 38" West, 210.86 feet; thence,
4. South 77° 08' 16" West, 34.80 feet to a point on the aforesaid land lot line common to land lots 15 & 18; thence, leaving the aforesaid line of Lee's Mill Road and running with the said land lot line and partially along the aforesaid easterly subdivision line of Virginia Lake Estate – Unit Two
5. North 00° 51' 51" East, 2,111.73 feet to the Point of Beginning, containing 498,074 square feet or 11.4343 acres of land, more or less.

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TRACT 3A:

All that tract or parcel of land lying and being in Land Lots 13, 14, 15, 18 & 19 of the 7th District, and Land Lots 224 & 225 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District; thence leaving the said Point of Beginning and running with the said land lot line common to land lots 13 & 193

1. South 00° 40' 30" West, 1,444.84 feet to a ½ inch rebar with cap "LSF810" set on the Northwesternly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), thence, running with the said line of Veteran's Parkway
2. South 35° 00' 07" West, 346.23 feet to a point in the centerline of Whitewater Creek; thence, running with the meanderings of the said creek centerline the following courses and distances
3. North 45° 26' 00" West, 52.34 feet; thence,
4. North 15° 05' 40" West, 61.60 feet; thence,
5. North 33° 40' 34" East, 68.06 feet; thence,
6. North 24° 05' 05" East, 53.32 feet; thence,
7. North 67° 02' 50" West, 61.54 feet; thence,
8. North 39° 47' 04" West, 58.96 feet; thence,
9. North 04° 25' 30" East, 81.78 feet; thence,
10. North 66° 19' 09" East, 75.19 feet; thence,
11. South 67° 56' 31" East, 80.42 feet; thence,
12. North 68° 39' 24" East, 64.82 feet; thence,
13. North 21° 33' 28" West, 43.65 feet; thence,
14. North 81° 08' 28" West, 73.51 feet; thence,
15. North 09° 02' 29" West, 42.06 feet; thence,
16. North 62° 39' 15" East, 94.52 feet; thence,
17. North 15° 03' 31" East, 76.25 feet; thence,
18. North 03° 26' 29" West, 125.78 feet; thence,
19. North 17° 33' 00" East, 102.77 feet; thence,
20. North 00° 56' 30" East, 96.75 feet; thence,
21. North 41° 20' 06" West, 37.61 feet; thence,
22. North 54° 40' 04" West, 77.14 feet; thence,
23. North 40° 14' 36" West, 144.79 feet; thence,
24. North 11° 15' 52" West, 69.06 feet; thence,
25. North 01° 06' 42" West, 238.14 feet; thence,
26. North 80° 07' 45" West, 44.04 feet; thence,
27. North 58° 51' 35" West, 58.42 feet; thence,
28. North 17° 26' 59" West, 116.95 feet; thence,
29. North 81° 13' 11" West, 116.28 feet; thence,
30. South 68° 06' 09" West, 215.77 feet; thence,
31. South 84° 49' 40" West, 107.71 feet; thence,
32. South 44° 29' 15" West, 204.77 feet; thence,
33. South 36° 37' 43" West, 96.46 feet; thence,
34. South 69° 44' 43" West, 122.68 feet; thence,
35. North 64° 58' 27" West, 78.08 feet; thence,
36. South 60° 44' 06" West, 108.13 feet; thence,
37. North 84° 50' 29" West, 115.56 feet; thence,
38. North 16° 49' 20" East, 74.95 feet; thence,
39. North 15° 39' 17" West, 80.38 feet; thence,
40. North 34° 16' 25" East, 93.39 feet; thence,
41. North 71° 01' 33" West, 194.53 feet; thence,
42. North 65° 03' 53" West, 102.99 feet; thence,

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43. South 65° 12' 27" West, 94.55 feet; thence,
44. South 83° 17' 15" West, 64.59 feet; thence,
45. North 30° 00' 15" West, 49.05 feet; thence,
46. North 36° 18' 32" East, 39.82 feet; thence,
47. North 07° 35' 22" East, 42.86 feet; thence,
48. North 49° 44' 27" West, 96.42 feet; thence,
49. North 75° 48' 16" West, 84.65 feet; thence,
50. South 67° 48' 51" West, 145.31 feet; thence,
51. South 62° 20' 47" West, 44.73 feet; thence,
52. South 79° 37' 03" West, 68.08 feet; thence,
53. North 85° 56' 27" West, 133.35 feet; thence,
54. South 64° 19' 32" West, 132.92 feet; thence,
55. South 75° 08' 03" West, 95.65 feet; thence,
56. South 57° 22' 02" West, 84.02 feet; thence,
57. South 71° 54' 28" West, 48.62 feet; thence,
58. North 37° 38' 36" West, 111.11 feet; thence,
59. North 15° 39' 31" West, 143.31 feet; thence,
60. South 69° 54' 53" West, 127.48 feet; thence,
61. North 60° 47' 50" West, 53.74 feet; thence,
62. North 05° 29' 39" West, 28.72 feet; thence,
63. North 34° 35' 02" East, 74.66 feet; thence,
64. North 01° 34' 59" East, 112.94 feet; thence,
65. North 14° 00' 55" East, 139.98 feet; thence,
66. North 61° 45' 08" East, 101.74 feet; thence,
67. North 43° 52' 38" East, 172.86 feet; thence,
68. North 10° 51' 27" West, 118.23 feet; thence,
69. North 25° 16' 24" East, 96.62 feet; thence,
70. North 03° 15' 12" West, 116.30 feet; thence,
71. North 85° 38' 58" West, 74.75 feet; thence,
72. North 21° 54' 17" West, 88.51 feet; thence,
73. North 38° 24' 13" East, 69.87 feet; thence,
74. North 03° 18' 09" East, 107.80 feet; thence,
75. North 40° 03' 01" East, 54.25 feet; thence,
76. South 68° 03' 26" East, 78.30 feet; thence,
77. North 46° 32' 02" East, 49.39 feet; thence,
78. North 27° 07' 58" West, 124.11 feet; thence,
79. North 20° 49' 37" East, 113.43 feet; thence,
80. North 13° 19' 15" West, 152.30 feet; thence,
81. North 25° 08' 33" East, 68.82 feet; thence,
82. North 05° 05' 06" West, 54.49 feet; thence,
83. North 51° 45' 13" West, 78.77 feet; thence,
84. North 71° 21' 14" West, 90.14 feet; thence,
85. South 85° 31' 31" West, 108.82 feet; thence,
86. North 67° 39' 15" West, 74.46 feet; thence,
87. South 70° 04' 59" West, 49.64 feet; thence,
88. South 87° 20' 23" West, 80.80 feet; thence,
89. South 50° 30' 21" West, 199.13 feet; thence,
90. South 74° 58' 42" West, 288.14 feet; thence,
91. North 72° 04' 07" West, 118.00 feet; thence,
92. South 84° 20' 07" West, 122.08 feet; thence,
93. North 73° 31' 36" West, 90.81 feet; thence,
94. South 63° 12' 14" West, 167.50 feet; thence,
95. South 53° 54' 41" West, 226.91 feet; thence,
96. South 67° 35' 25" West, 366.69 feet; thence, leaving the aforesaid centerline of Whitewater Creek and running
97. North 00° 54' 44" East, 1,693.02 feet to a 5/8 inch rebar found; thence,

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98. North 00° 54' 44" East, 10.02 feet to a ½ inch rebar with cap "LSF810" set on the Southeasterly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
99. 207.85 feet along the arc of a curve deflecting to the left, having a radius of 873.69 feet and a chord bearing and distance of North 49° 15' 42" East, 207.36 feet; thence,
100. North 42° 26' 46" East, 300.34 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
101. South 21° 25' 02" East, 546.56 feet to a ½ inch rebar found; thence,
102. North 82° 24' 22" East, 864.32 feet to a ½ inch rebar found; thence,
103. South 78° 13' 04" East, 772.15 feet to a ½ inch rebar found; thence,
104. South 09° 21' 49" West, 466.07 feet to a ½ inch rebar found inside pipe; thence,
105. North 76° 31' 18" East, 600.23 feet to a ½ inch rebar found; thence,
106. North 02° 34' 38" East, 894.88 feet to a ½ inch rebar found; thence,
107. North 03° 47' 35" West, 667.43 feet to a ½ inch rebar found on the aforesaid line of Lee's Mill Road; thence, running with the said line of Lee's Mill Road
108. 86.20 feet along the arc of a curve deflecting to the right, having a radius of 3,391.93 feet and a chord bearing and distance of North 81° 38' 00" East, 86.20 feet; thence,
109. North 82° 21' 41" East, 347.96 feet; thence,
110. 111.22 feet along the arc of a curve deflecting to the right, having a radius of 5,391.92 feet and a chord bearing and distance of North 82° 57' 09" East, 111.22 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
111. South 02° 22' 53" East, 309.13 feet to a ½ inch rebar found; thence,
112. South 89° 04' 48" East, 314.26 feet to a ½ inch rebar found; thence,
113. South 00° 51' 29" West, 199.88 feet to a ½ inch rebar found; thence,
114. South 86° 00' 41" East, 451.75 feet to a ½ inch rebar found; thence,
115. North 83° 34' 48" East, 723.13 feet to a ½ inch rebar found; thence,
116. South 89° 10' 31" East, 326.23 feet to a ½ inch rebar with cap "LSF810" set on the aforesaid line of Veteran's Parkway; thence, running with the said line of Veteran's Parkway
117. South 33° 54' 01" West, 767.11 feet to a point being 0.46' northwest of a concrete r/w monument found; thence,
118. 1,733.78 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 09° 40' 18" West, 1,682.57 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,
119. South 14° 33' 26" East, 361.19 feet to a ½ inch rebar with cap "LSF810" set at the intersection of the said line of Veteran's Parkway and the said land lot line common to land lots 14 and 224; thence, leaving the said line of Veteran's Parkway and running with the said land lot line
120. South 01° 00' 10" West, 833.74 feet to the Point of Beginning, containing 11,993,375 square feet or 275.3300 acres of land, more or less.

TRACT 3B:

All that tract or parcel of land lying and being in Land Lot 14, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and running with the said line of Veteran's Parkway

1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, leaving the aforesaid line of Veteran's Parkway and running
2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; thence,

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3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 52,201 square feet or 1.1984 acres of land, more or less.

TRACT 3C:

All that tract or parcel of land lying and being in Land Lot 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway, 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence, North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225 of the 5th District to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Veteran's Parkway

1. North 33° 54' 01" East, 277.73 feet to a ½ inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Veteran's Parkway and running
2. South 89° 10' 31" East, 39.44 feet to a ½ inch rebar found; thence,
3. South 00° 45' 21" West, 232.96 feet to a 1 inch iron rod found; thence,
4. North 89° 06' 17" West, 191.29 feet to the Point of Beginning, containing 26,871 square feet or 0.6169 of an acre of land, more or less.

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EXHIBIT B
Permitted Encumbrances

1. All taxes for the year 2023 and subsequent years.
2. Right of Way Agreement recorded in Deed Book 32, Page 575, aforesaid Records.
3. Easement for Right-of-Way recorded in Deed Book 524, Page 338, aforesaid Records.
4. Permanent Construction/Slope Easement from Green Properties Partners, L.L.L.P. to Fayette County, recorded in Deed Book 3860, Page 136, aforesaid Records.
5. All matters as shown on that certain survey entitled "ALTA/NSPS Land Title Survey To: Veterans Pkwy and Lees Mill South, LLC & First American Title Insurance Company", prepared by TerraMark Land Surveying, Inc., bearing the seal and certification of Paul B. Cannon, Georgia Registered Land Surveyor No. 2928, dated December 22, 2022, last revised February 9, 2023, being designated as Project No. 2022-261.

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PROPERTY DESCRIPTION

“Lee’s Mill Road and Veteran’s Parkway – Tract 3A & 3B” Tax Parcel ID #0707 011

Tract 3A

All that tract or parcel of land lying and being in Land Lots 13, 14, 18 & 19 of the 7th District, and Land Lot 224 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District; thence leaving the said Point of Beginning and running with the said land lot line common to land lots 13 & 193

1. South 00° 40' 30" West, 1,444.84 feet to a ½ inch rebar with cap “LSF810” set on the Northwestern Right-of-Way Line of Veteran’s Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), thence, running with the said line of Veteran’s Parkway
2. South 35° 00' 07" West, 346.23 feet to a point in the centerline of Whitewater Creek; thence, running with the meanderings of the said creek centerline the following courses and distances
3. North 45° 26' 00" West, 52.34 feet; thence,
4. North 15° 05' 40" West, 61.60 feet; thence,
5. North 33° 40' 34" East, 68.06 feet; thence,
6. North 24° 05' 05" East, 53.32 feet; thence,
7. North 67° 02' 50" West, 61.54 feet; thence,
8. North 39° 47' 04" West, 58.96 feet; thence,
9. North 04° 25' 30" East, 81.78 feet; thence,
10. North 66° 19' 09" East, 75.19 feet; thence,
11. South 67° 56' 31" East, 80.42 feet; thence,
12. North 68° 39' 24" East, 64.82 feet; thence,
13. North 21° 33' 28" West, 43.65 feet; thence,
14. North 81° 08' 28" West, 73.51 feet; thence,
15. North 09° 02' 29" West, 42.06 feet; thence,
16. North 62° 39' 15" East, 94.52 feet; thence,
17. North 15° 03' 31" East, 76.25 feet; thence,
18. North 03° 26' 29" West, 125.78 feet; thence,
19. North 17° 33' 00" East, 102.77 feet; thence,
20. North 00° 56' 30" East, 96.75 feet; thence,
21. North 41° 20' 06" West, 37.61 feet; thence,
22. North 54° 40' 04" West, 77.14 feet; thence,
23. North 40° 14' 36" West, 144.79 feet; thence,
24. North 11° 15' 52" West, 69.06 feet; thence,
25. North 01° 06' 42" West, 238.14 feet; thence,
26. North 80° 07' 45" West, 44.04 feet; thence,
27. North 58° 51' 35" West, 58.42 feet; thence,
28. North 17° 26' 59" West, 116.95 feet; thence,
29. North 81° 13' 11" West, 116.28 feet; thence,

30. South 68° 06' 09" West, 215.77 feet; thence,
31. South 84° 49' 40" West, 107.71 feet; thence,
32. South 44° 29' 15" West, 204.77 feet; thence,
33. South 36° 37' 43" West, 96.46 feet; thence,
34. South 69° 44' 43" West, 122.68 feet; thence,
35. North 64° 58' 27" West, 78.08 feet; thence,
36. South 60° 44' 06" West, 108.13 feet; thence,
37. North 84° 50' 29" West, 115.56 feet; thence,
38. North 16° 49' 20" East, 74.95 feet; thence,
39. North 15° 39' 17" West, 80.38 feet; thence,
40. North 34° 16' 25" East, 93.39 feet; thence,
41. North 71° 01' 33" West, 194.53 feet; thence,
42. North 65° 03' 53" West, 102.99 feet; thence,
43. South 65° 12' 27" West, 94.55 feet; thence,
44. South 83° 17' 15" West, 64.59 feet; thence,
45. North 30° 00' 15" West, 49.05 feet; thence,
46. North 36° 18' 32" East, 39.82 feet; thence,
47. North 07° 35' 22" East, 42.86 feet; thence,
48. North 49° 44' 27" West, 96.42 feet; thence,
49. North 75° 48' 16" West, 84.65 feet; thence,
50. South 67° 48' 51" West, 145.31 feet; thence,
51. South 62° 20' 47" West, 44.73 feet; thence,
52. South 79° 37' 03" West, 68.08 feet; thence,
53. North 85° 56' 27" West, 133.35 feet; thence,
54. South 64° 19' 32" West, 132.92 feet; thence,
55. South 75° 08' 03" West, 95.65 feet; thence,
56. South 57° 22' 02" West, 84.02 feet; thence,
57. South 71° 54' 28" West, 48.62 feet; thence,
58. North 37° 38' 36" West, 111.11 feet; thence,
59. North 15° 39' 31" West, 143.31 feet; thence,
60. South 69° 54' 53" West, 127.48 feet; thence,
61. North 60° 47' 50" West, 53.74 feet; thence,
62. North 05° 29' 39" West, 28.72 feet; thence,
63. North 34° 35' 02" East, 74.66 feet; thence,
64. North 01° 34' 59" East, 112.94 feet; thence,
65. North 14° 00' 55" East, 139.98 feet; thence,
66. North 61° 45' 08" East, 101.74 feet; thence,
67. North 43° 52' 38" East, 172.86 feet; thence,
68. North 10° 51' 27" West, 118.23 feet; thence,
69. North 25° 16' 24" East, 96.62 feet; thence,
70. North 03° 15' 12" West, 116.30 feet; thence,
71. North 85° 38' 58" West, 74.75 feet; thence,
72. North 21° 54' 17" West, 88.51 feet; thence,
73. North 38° 24' 13" East, 69.87 feet; thence,
74. North 03° 18' 09" East, 107.80 feet; thence,
75. North 40° 03' 01" East, 54.25 feet; thence,
76. South 68° 03' 26" East, 78.30 feet; thence,
77. North 46° 32' 02" East, 49.39 feet; thence,
78. North 27° 07' 58" West, 124.11 feet; thence,
79. North 20° 49' 37" East, 113.43 feet; thence,
80. North 13° 19' 15" West, 152.30 feet; thence,

81. North 25° 08' 33" East, 68.82 feet; thence,
82. North 05° 05' 06" West, 54.49 feet; thence,
83. North 51° 45' 13" West, 78.77 feet; thence,
84. North 71° 21' 14" West, 90.14 feet; thence,
85. South 85° 31' 31" West, 108.82 feet; thence,
86. North 67° 39' 15" West, 74.46 feet; thence,
87. South 70° 04' 59" West, 49.64 feet; thence,
88. South 87° 20' 23" West, 80.80 feet; thence,
89. South 50° 30' 21" West, 199.13 feet; thence,
90. South 74° 58' 42" West, 288.14 feet; thence,
91. North 72° 04' 07" West, 118.00 feet; thence,
92. South 84° 20' 07" West, 122.08 feet; thence,
93. North 73° 31' 36" West, 90.81 feet; thence,
94. South 63° 12' 14" West, 167.50 feet; thence,
95. South 53° 54' 41" West, 226.91 feet; thence,
96. South 67° 35' 25" West, 366.69 feet; thence, leaving the aforesaid centerline of Whitewater Creek and running
97. North 00° 54' 44" East, 1,693.02 feet to a 5/8 inch rebar found; thence,
98. North 00° 54' 44" East, 10.02 feet to a ½ inch rebar with cap "LSF810" set on the Southeasterly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
99. 207.85 feet along the arc of a curve deflecting to the left, having a radius of 873.69 feet and a chord bearing and distance of North 49° 15' 42" East, 207.36 feet; thence,
100. North 42° 26' 46" East, 300.34 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
101. South 21° 25' 02" East, 546.56 feet to a ½ inch rebar found; thence,
102. North 82° 24' 22" East, 864.32 feet to a ½ inch rebar found; thence,
103. South 78° 13' 04" East, 772.15 feet to a ½ inch rebar found; thence,
104. South 09° 21' 49" West, 466.07 feet to a ½ inch rebar found inside pipe; thence,
105. North 76° 31' 18" East, 600.23 feet to a ½ inch rebar found; thence,
106. North 02° 34' 38" East, 475.71 feet to a point on the Land Lot Line common to Land Lots 14 & 15 of the 7th District; thence, running along the said Land Lot Line
107. South 89° 01' 51" East, 1,854.36 feet to a point on the aforesaid line of Veteran's Parkway; thence, running with the said line of Veteran's Parkway
108. 1,635.59 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 08° 17' 58" West, 1,592.55 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,
109. South 14° 33' 26" East, 361.19 feet to a ½ inch rebar with cap "LSF810" set at the intersection of the said line of Veteran's Parkway and the said land lot line common to land lots 14 and 224; thence, leaving the said line of Veteran's Parkway and running with the said land lot line
110. South 01° 00' 10" West, 833.74 feet to the Point of Beginning, containing 10,292,568 square feet or 236.2848 acres of land, more or less.

Together With:**Tract 3B**

All that tract or parcel of land lying and being in Land Lot 14, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and running with the said line of Veteran's Parkway

1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, leaving the aforesaid line of Veteran's Parkway and running
2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; thence,
3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 52,201 square feet or 1.1984 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

FAYETTE COUNTY

PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23A
Owner/Agent: Veterans Parkway and Lees Mill South, LLC, Owner
Fayette County Development Authority, Agent
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0542 005
Area of Property: 22.9674 acres
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 224 & 225 of the 5th District

Fronts on: Veterans Parkway
Legal Description:
"Veteran's Parkway - Tract 1"

All that tract or parcel of land lying and being in Land Lots 224 & 225, 5th District, Fayette

County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly

Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and the said line of Veteran's Parkway and running with the said land lot line, North 28° 30' East, 358.02 feet to a nail found in stone being the True Point of Beginning of the herein described tract or parcel of land; then, leaving the said Point of Beginning and continuing along the said land lot line

1. North 00° 54' 25" East, 694.56 feet to a point on the aforesaid line of Veteran's Parkway;

then, leaving the aforesaid land lot line and running with the said line of Veteran's

Parkway 2, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; then, leaving said point and the said line of Veteran's Parkway and running 4. South 89° 06' 17" East, 191.29 feet to a 1 inch iron rod found; then, 5. South 00° 55' 13" West, 739.81 feet across the aforesaid land lot line common to land lots 224 and 225 to a 1/2 inch rebar found; then, 6. North 89° 25' 56" West, 734.45 feet to the Point of Beginning, containing 1,000.459 square feet or 22.9674 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

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PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23B
Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0707 011
Area of Property: 236.2848 acres (Tract 3A) & 1.1984 acres (Tract 3B)
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 13, 14, 18 & 19 of the 7th District; 224 of the 5th District

Fronts on: Veterans Parkway & Lees Mill Road
Legal Description:

"Lee's Mill Road and Veteran's Parkway - Tract 3A & 3B" Tax Parcel 1D

#0707 011 Tract 3A

All that tract or parcel of land lying and being in Land Lots 13, 14, 18 & 19 of the 7th District, and Land Lot 224 of the 5th District, Fayette County, Georgia and being more particularly

described as follows:

Beginning at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District; then, leaving the said Point of

Beginning and running with the said land lot line common to land lots 13 & 193

1. South 00° 40' 30" West, 1,444.84 feet to a 1/2 inch rebar with cap "LSF810" set on the

Northwesterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide

r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West

Fayetteville Bypass - Phase II), then, running with the said line of Veteran's Parkway 2. South 35° 00' 07" West, 346.22 feet to a point in the centerline of Whitewater Creek; then, running with the meanderings of the said creek centerline the following courses and distances 3. North 45° 26' 00" West, 52.34 feet; then, 4. North 15° 05' 40" West, 61.60 feet; then, 5. North 33° 40' 34" East, 68.06 feet; then, 6. North 24° 05' 05" East, 53.32 feet; then, 7. North 67° 02' 30" West, 61.54 feet; then, 8. North 39° 47' 04" West, 58.96 feet; then, 9. North 04° 25' 30" East, 81.78 feet; then, 10. North 66° 19' 09" East, 75.19 feet; then, 11. South 67° 56' 31" East, 80.42 feet; then, 12. North 68° 39' 24" East, 64.82 feet; then, 13. North 21° 33' 28" West, 43.65 feet; then, 14. North 81° 08' 28" West, 73.51 feet; then, 15. North 09° 02' 29" West, 42.06 feet; then, 16. North 62° 39' 15" East, 94.52 feet; then, 17. North 15° 03' 31" East, 76.25 feet; then, 18. North 03° 26' 29" West, 125.78 feet; then, 19. North 17° 33' 00" East, 102.77 feet; then, 20. North 00° 56' 30" East, 96.75 feet; then,

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 22,967.4 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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21. North 41° 20' 06" West, 37.61 feet; then, 22. North 54° 40' 04" West, 77.14 feet; then, 23. North 40° 14' 36" West, 144.79 feet; then, 24. North 11° 15' 52" West, 69.06 feet; then, 25. North 01° 06' 49" West, 238.14 feet; then, 26. North 80° 07' 45" West, 44.04 feet; then, 27. North 58° 51' 35" West, 58.42 feet; then, 28. North 17° 26' 59" West, 116.05 feet; then, 29. North 81° 13' 11" West, 116.28 feet; then, 30. South 68° 06' 00" West, 215.77 feet; then, 31. South 84° 49' 40" West, 107.71 feet; then, 32. South 44° 29' 15" West, 204.77 feet; then, 33. South 36° 37' 43" West, 96.46 feet; then, 34. South 69° 44' 43" West, 122.08 feet; then, 35. North 64° 58' 27" West, 78.08 feet; then, 36. South 60° 44' 06" West, 108.13 feet; then, 37. North 84° 50' 29" West, 115.56 feet; then, 38. North 16° 49' 20" East, 74.95 feet; then, 39. North 15° 39' 17" West, 80.38 feet; then, 40. North 34° 16' 25" East, 93.39 feet; then, 41. North 71° 01' 33" West, 194.53 feet; then, 42. North 65° 03' 53" West, 102.99 feet; then, 43. South 65° 12' 27" West, 94.55 feet; then, 44. South 83° 17' 15" West, 64.59 feet; then, 45. North 30° 00' 15" West, 49.05 feet; then, 46. North 36° 18' 32" East, 39.82 feet; then, 47. North 07° 35' 22" East, 42.86 feet; then, 48. North 49° 44' 27" West, 96.42 feet; then, 49. North 75° 48' 16" West, 84.65 feet; then, 50. South 07° 48' 51" West, 145.31 feet; then, 51. South 62° 20' 47" West, 44.73 feet; then, 52. South 79° 37' 03" West, 68.08 feet; then, 53. North 85° 36' 27" West, 133.35 feet; then, 54. South 64° 19' 32" West, 132.92 feet; then, 55. South 75° 08' 03" West, 95.65 feet; then, 56. South 57° 22' 02" West, 84.02 feet; then, 57. South 71° 54' 28" West, 48.62 feet; then, 58. North 37° 38' 36" West, 111.11 feet; then, 59. North 15° 39' 31" West, 143.31 feet; then, 60. South 69° 54' 53" West, 127.48 feet; then, 61. North 60° 47' 50" West, 33.74 feet; then, 62. North 05° 29' 39" West, 28.72 feet; then, 63. North 34° 35' 02" East, 74.66 feet; then, 64. North 01° 34' 59" East, 112.94 feet; then, 65. North 14° 00' 55" East, 130.98 feet; then, 66. North 61° 45' 08" East, 101.74 feet; then, 67. North 43° 27' 38" East, 172.86 feet; then, 68. North 10° 31' 27" West, 116.23 feet; then, 69. North 25° 16' 24" East, 96.62 feet; then, 70. North 03° 15' 12" West, 116.30 feet; then, 71. North 85° 38' 58" West, 74.75 feet; then, 72. North 21° 54' 17" West, 88.51 feet; then, 73. North 38° 24' 13" East, 60.89 feet; then, 74. North 03° 18' 05" East, 107.80 feet; then, 75. North 40° 03' 01" East, 54.25 feet; then, 76. South 68° 03' 26" East, 78.30 feet; then, 77. North 46° 32' 02" East, 49.39 feet; then, 78. North 27° 07' 58" West, 124.11 feet; then, 79. North 20° 49' 37" East, 113.43 feet; then, 80. North 13° 10' 15" West, 152.30 feet; then, 81. North 25° 08' 33" East, 68.82 feet; then, 82. North 05° 05' 06" West, 54.49 feet; then, 83. North 51° 45' 13" West, 78.77 feet; then, 84. North 71° 21' 14" West, 90.14 feet; then, 85. South 85° 31' 31" West, 108.82 feet; then, 86. North 67° 39' 15" West, 74.46 feet; then, 87. South 70° 04' 59" West, 49.64 feet; then, 88. South 87° 20' 23" West, 80.80 feet; then, 89. South 30° 30' 21" West, 199.13 feet; then, 90. South 74° 58' 42" West, 288.14 feet; then, 91. North 72° 04' 07" West, 118.00 feet; then, 92. South 84° 20' 07" West, 122.08 feet; then, 93. North 73° 31' 36" West, 90.81 feet; then, 94. South 63° 12' 14" West, 167.50 feet; then, 95. South 53° 54' 41" West, 226.91 feet; then, 96. South 67° 35' 25" West, 366.69 feet; then, leaving the aforesaid centerline of Whitewater Creek and running 97. North 00° 54' 44" East, 1,093.02 feet to a 5/8 inch rebar found; then, 98. North 00° 54' 44" East, 10.02 feet to a 1/2 inch rebar with cap "LSF810" set on the Southeastly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); then, running with the said line of Lee's Mill Road 99. 207.85 feet along the arc of a curve deflecting to the left, having a

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 22,967.4 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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Wednesday, November 22, 2023

Lee's Mill Road and running 7. South 02° 22' 53" East, 309.13 feet to a ½ inch rebar found; thence, 8. South 89° 04' 48" East, 314.26 feet to a ½ inch rebar found; thence, 9. South 00° 51' 29" West, 199.88 feet to a ½ inch rebar found; thence, 10. South 86° 00' 41" East, 451.75 feet to a ½ inch rebar found; thence, 11. North 83° 34' 48" East, 723.43 feet to a ½ inch rebar found; thence, 12. South 89° 10' 31" East, 320.23 feet to a ½ inch rebar with cap "LSF810" set on the aforesaid line of Veteran's Parkway; thence, running with the said line of Veteran's Parkway 13. South 33° 54' 01" West, 767.11 feet to a point being 0.46' northwest of a concrete r/w monument found; thence, 14. 98.19 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 32° 31' 42" West, 98.18 feet to the Point of Beginning, containing 1,700.807 square feet or 39.0452 acres of land, more or less.

Together With:

Tract 4B
All that tract or parcel of land lying and being in Land Lot 225, 5 th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly

Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line common to Land Lot 14 of the 7 th District, and Land Lot 224 of the 5th District, said point being 1.50 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway, 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence, North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225 of the 5th District to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Veteran's Parkway 1. North 33° 54' 01" East, 277.73 feet to a ½ inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Veteran's Parkway and running 2. South 89° 10' 31" East, 39.44 feet to a ½ inch rebar found; thence, 3. South 00° 45' 21" West, 232.96 feet to a 1 inch iron rod found; thence, 4. North 89° 06' 17" West, 191.29 feet to the Point of Beginning, containing 26,871 square feet or 0.6169 of an acre of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

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PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday,

December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on

Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23D

Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority

Existing Zoning District: R-70

Proposed Zoning District: A-R

Parcel Number: 0708 058

Area of Property: 18.4863 acres

Proposed Use: Agriculture and Recreation

Land Lot(s)/District: 14 & 15 of the 7th District

Fronts on: Lees Mill Road

Legal Description:
(302 LEE'S MILL ROAD) All that tract or parcel of land lying and being in Land Lots 14 & 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in a rock located at the Land Lot

Corner common to Land Lots 13 & 14, 7th District, and Land Lots 193 & 224, 5th District; thence, leaving said point and the said land lot corner and running a direct tie of North 36° 38'

16" West, 2,885.28 feet to a ½ inch rebar found, being the True Point of Beginning of the herein

described tract or parcel of land; thence, leaving the said Point of Beginning and running

1. South 76° 31' 18" West, 600.23 feet to a ½ inch rebar found inside of a pipe; thence, 2. North 09° 21' 49" East, 466.07 feet to a ½ inch rebar found; thence, 3. North 09° 22' 40" East, 462.09 feet to a 3/8 inch rebar found; thence,

4. North 05° 14' 49" West, 720.16 feet to a bolt found in a boulder on the Southeastly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road

5. North 82° 17' 31" East, 499.03 feet to a ½ inch rebar found; thence, leaving the aforesaid

line of Lee's Mill Road and running 6. South 03° 47' 35" East, 667.43 feet to a ½ inch rebar found; thence, 7. South 02° 34' 38" West, 894.88 feet to the Point of Beginning, containing 805,262 square feet or 18.4863 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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radius of

873.60 feet and a chord bearing and distance of North 49° 15' 42" East, 207.36 feet; thence, 100. North 42° 26' 46" East, 300.34 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running 101. South 21° 25' 02" East, 546.56 feet to a ½ inch rebar found; thence, 102. North 82° 24' 22" East, 864.32 feet to a ½ inch rebar found; thence, 103. South 78° 13' 04" East, 772.15 feet to a ½ inch rebar found; thence, 104. South 09° 21' 49" West, 466.07 feet to a ½ inch rebar found inside pipe; thence,

105. North 76° 31' 18" East, 600.23 feet to a ½ inch rebar found; thence, 106. North 02° 34' 38" East, 475.71 feet to a point on the Land Lot Line common to Land Lots 14 & 15 of the 7 th District; thence, running along the said Land Lot Line 107. South 89° 01' 31" East, 1,824.36 feet to a point on the aforesaid line of Veteran's Parkway, thence, running with the said line of Veteran's Parkway 108. 1,635.59 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 08° 17' 58" West, 1,592.53 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,

109. South 14° 33' 26" East, 361.19 feet to a ½ inch rebar with cap "LSF810" set at the intersection of the said line of Veteran's Parkway and the said land lot line common

to land lots 14 and 224; thence, leaving the said line of Veteran's Parkway and running with the said land lot line 110. South 01° 00' 10" West, 833.74 feet to the Point of Beginning, containing 10,292,568 square feet or 236.2848 acres of land, more or less.

Together With:

Tract 2B

All that tract or parcel of land lying and being in Land Lot 14, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Northeastly Right-of-Way Line of Veteran's

Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line

NOTICE OF PUBLIC HEARING FOR THE AMENDMENT OF THE FAYETTE COUNTY CODE OF ORDINANCES, CHAPTER 110. ZONING ORDINANCE

PUBLIC HEARING to be held before the Fayette County Planning Commission on

December 7, 2023 at 7:00 P.M., and before the Fayette County Board of Commissioners

on January 11, 2024 at 5:00 P.M., in the Fayette County Administrative Complex, 140

Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING SEC. 110-160. - CONDITIONAL USE APPROVAL

(a) Conditional uses allowed. bb. Horse show, rodeo, carnival, and/or community

fair.

A copy of the above is available in the office of the Fayette County Planning and Zoning

Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 17 th day of November, 2023

11/22

PROPERTY DESCRIPTIONS, TITLE NOTES, SITE INFORMATION & CALL TABLE

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

PROJECT ID: 64001

PROPERTY DESCRIPTION (TRACT 1)

All that part of parcel of land lying in the County of Fayette, State of Georgia, bounded by the following: ...

PROPERTY DESCRIPTION (TRACT 2)

All that part of parcel of land lying in the County of Fayette, State of Georgia, bounded by the following: ...

PROPERTY DESCRIPTION (TRACT 3B)

All that part of parcel of land lying in the County of Fayette, State of Georgia, bounded by the following: ...

PROPERTY DESCRIPTION (TRACT 3C)

All that part of parcel of land lying in the County of Fayette, State of Georgia, bounded by the following: ...

PROPERTY DESCRIPTION (TRACT 2 INCLUDING GAP)

All that part of parcel of land lying in the County of Fayette, State of Georgia, bounded by the following: ...

PROPERTY DESCRIPTION (TRACT 2 OVERLAP)

All that part of parcel of land lying in the County of Fayette, State of Georgia, bounded by the following: ...

PROPERTY DESCRIPTION (TRACT 2 GAP)

All that part of parcel of land lying in the County of Fayette, State of Georgia, bounded by the following: ...

PROPERTY DESCRIPTION (TRACT 3A)

All that part of parcel of land lying in the County of Fayette, State of Georgia, bounded by the following: ...

TITLE NOTES

1. ACCORDING TO THE TRACT RECORDS MAP OF FAYETTE COUNTY, GEORGIA, THE FOLLOWING ARE THE RECORDS MAPS OF THE LANDS DESCRIBED IN THIS DEED: ...

CALL TABLE

LINE	BEARING	DISTANCE	AREA	ACRES
1	N 00° 00' 00" E	100.00	1.00	1.00
2	E 00° 00' 00" S	100.00	1.00	1.00
3	S 00° 00' 00" W	100.00	1.00	1.00
4	W 00° 00' 00" N	100.00	1.00	1.00

SITE INFORMATION

1. THE FOLLOWING ARE THE RECORDS MAPS OF THE LANDS DESCRIBED IN THIS DEED: ...

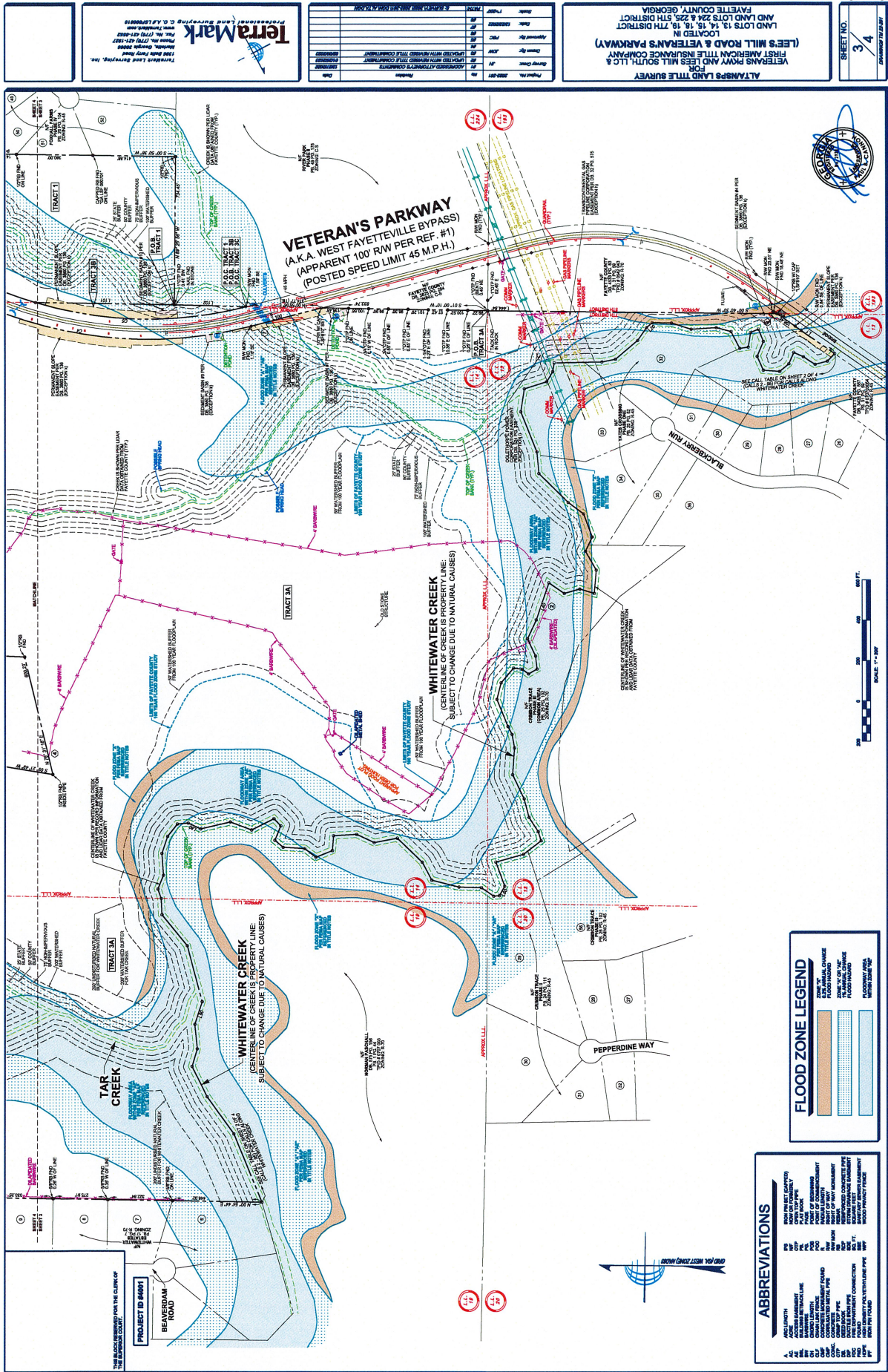


TerraMark, Inc. Professional Land Surveying, Inc. 1000 Peachtree Parkway, Suite 100, Atlanta, Georgia 30309. Phone No. (770) 451-1000. Fax No. (770) 451-1001. Email: info@terramark.com

Block	Tract	Area	Acres
1	1	1.00	1.00
2	2	1.00	1.00
3	3	1.00	1.00
4	4	1.00	1.00

ALTAIR'S LAND TITLE SURVEY FOR VETERANS PARKWAY AND LOTS 224 & 225, 5TH DISTRICT, LOCATED IN LEE'S MILL ROAD & VETERANS PARKWAY (VETERANS PARKWAY AND LOTS 224 & 225, 5TH DISTRICT, LOCATED IN LEE'S MILL ROAD & VETERANS PARKWAY) FAYETTE COUNTY, GEORGIA

SHEET NO. 2/4 DRAWING 7/23/2017



FLOOD ZONE LEGEND

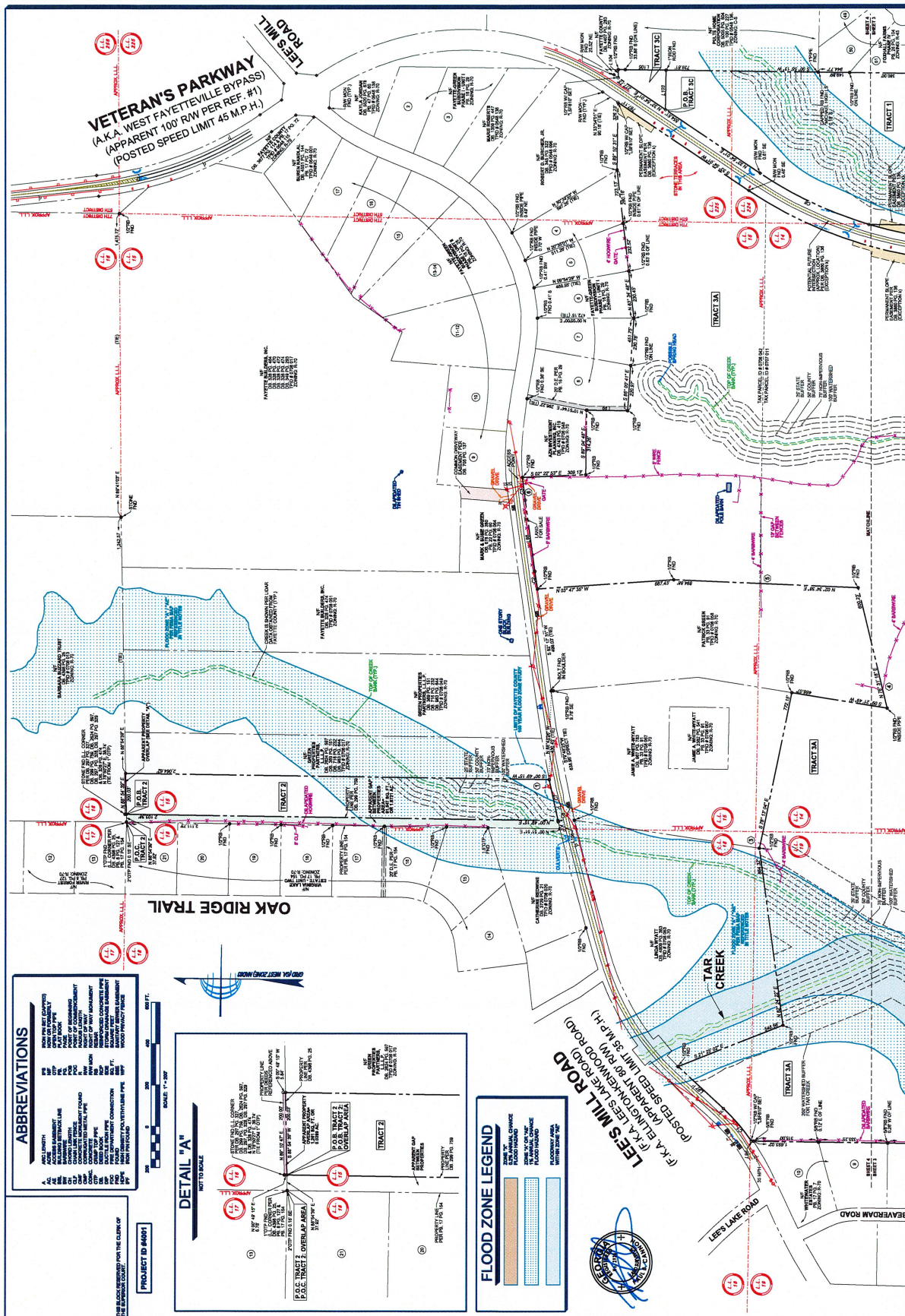
[Pattern]	Zone 1: Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
[Pattern]	Zone 2: Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
[Pattern]	Zone 3: Special Flood Hazard Area (SFHA) - 1% Annual Chance Flood
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ABBREVIATIONS

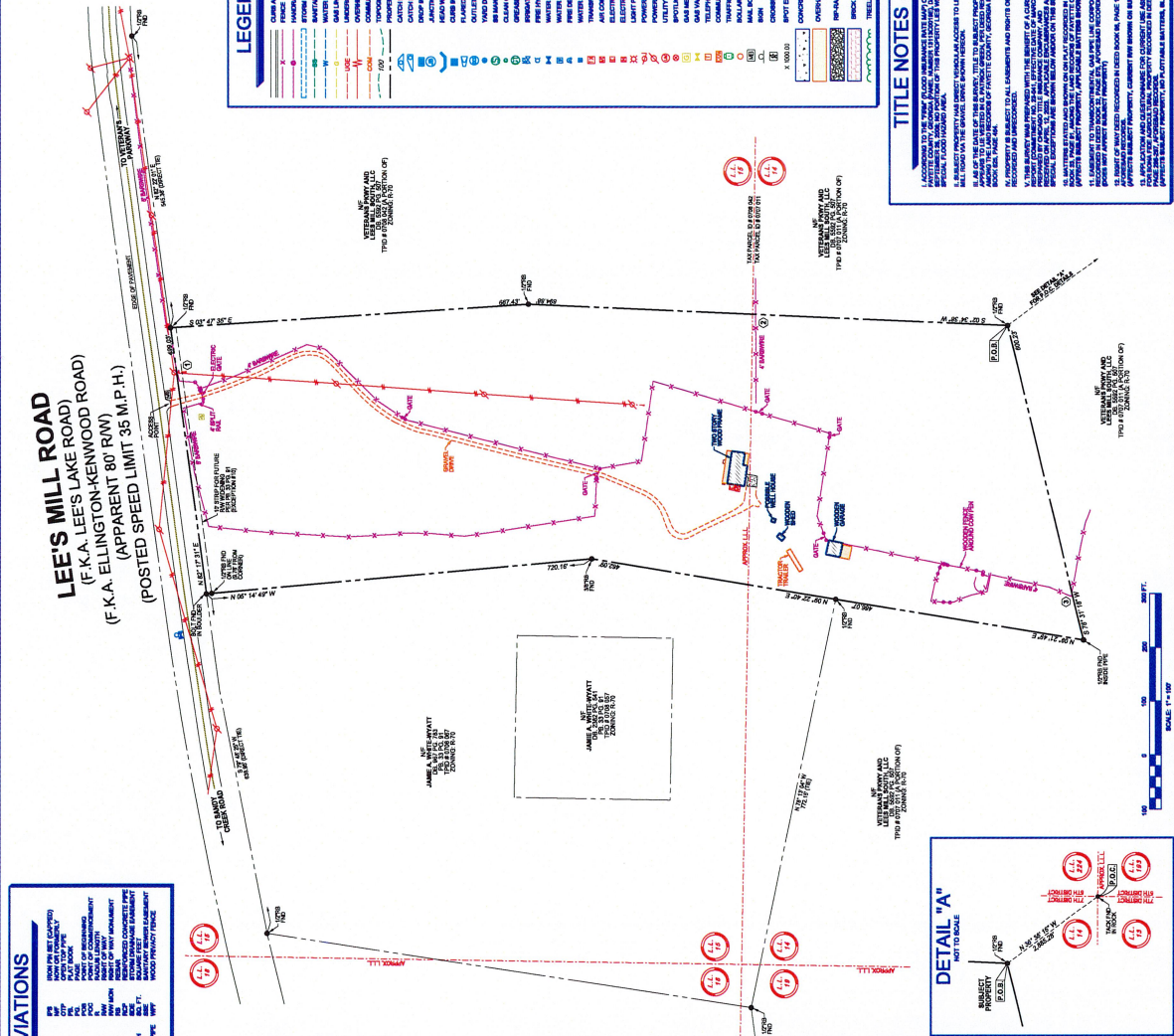
AD	As Discussed
AE	As Elected
AF	As Filled
AG	As Graded
AH	As Hatched
AI	As Improved
AJ	As Jointed
AK	As Keen
AL	As Laid
AM	As Made
AN	As Named
AO	As Ordered
AP	As Proposed
AQ	As Quoted
AR	As Recorded
AS	As Signed
AT	As Titled
AV	As Voted
AW	As Written
AX	As X-rayed
AY	As Yanked
AZ	As Zoned
BA	By Agreement
BB	By Bid
BC	By Check
BD	By Deed
BE	By Ejectment
BF	By Filing
BG	By Grant
BH	By Hatching
BI	By Improvement
BJ	By Jointing
BK	By Keening
BL	By Laying
BM	By Making
BN	By Naming
BO	By Ordering
BP	By Proposing
BQ	By Quoting
BR	By Recording
BS	By Signing
BT	By Tiling
BV	By Voting
BW	By Writing
BX	By X-raying
BY	By Yanking
BZ	By Zoning
CA	Contract Agreement
CB	Contract Bid
CC	Contract Check
CD	Contract Deed
CE	Contract Ejectment
CF	Contract Filing
CG	Contract Grant
CH	Contract Hatching
CI	Contract Improvement
CJ	Contract Jointing
CK	Contract Keening
CL	Contract Laying
CM	Contract Making
CN	Contract Naming
CO	Contract Ordering
CP	Contract Proposing
CQ	Contract Quoting
CR	Contract Recording
CS	Contract Signing
CT	Contract Tiling
CV	Contract Voting
CW	Contract Writing
CX	Contract X-raying
CY	Contract Yanking
CZ	Contract Zoning
DA	Deed Agreement
DB	Deed Bid
DC	Deed Check
DD	Deed Deed
DE	Deed Ejectment
DF	Deed Filing
DG	Deed Grant
DH	Deed Hatching
DI	Deed Improvement
DJ	Deed Jointing
DK	Deed Keening
DL	Deed Laying
DM	Deed Making
DN	Deed Naming
DO	Deed Ordering
DP	Deed Proposing
DQ	Deed Quoting
DR	Deed Recording
DS	Deed Signing
DT	Deed Tiling
DV	Deed Voting
DW	Deed Writing
DX	Deed X-raying
DY	Deed Yanking
DZ	Deed Zoning
EA	Ejectment Agreement
EB	Ejectment Bid
EC	Ejectment Check
ED	Ejectment Deed
EE	Ejectment Ejectment
EF	Ejectment Filing
EG	Ejectment Grant
EH	Ejectment Hatching
EI	Ejectment Improvement
EJ	Ejectment Jointing
EK	Ejectment Keening
EL	Ejectment Laying
EM	Ejectment Making
EN	Ejectment Naming
EO	Ejectment Ordering
EP	Ejectment Proposing
EQ	Ejectment Quoting
ER	Ejectment Recording
ES	Ejectment Signing
ET	Ejectment Tiling
EV	Ejectment Voting
EW	Ejectment Writing
EX	Ejectment X-raying
EY	Ejectment Yanking
EZ	Ejectment Zoning
FA	Filing Agreement
FB	Filing Bid
FC	Filing Check
FD	Filing Deed
FE	Filing Ejectment
FF	Filing Filing
FG	Filing Grant
FH	Filing Hatching
FI	Filing Improvement
FJ	Filing Jointing
FK	Filing Keening
FL	Filing Laying
FM	Filing Making
FN	Filing Naming
FO	Filing Ordering
FP	Filing Proposing
FQ	Filing Quoting
FR	Filing Recording
FS	Filing Signing
FT	Filing Tiling
FV	Filing Voting
FW	Filing Writing
FX	Filing X-raying
FY	Filing Yanking
FZ	Filing Zoning
GA	Grant Agreement
GB	Grant Bid
GC	Grant Check
GD	Grant Deed
GE	Grant Ejectment
GF	Grant Filing
GG	Grant Grant
GH	Grant Hatching
GI	Grant Improvement
GJ	Grant Jointing
GK	Grant Keening
GL	Grant Laying
GM	Grant Making
GN	Grant Naming
GO	Grant Ordering
GP	Grant Proposing
GQ	Grant Quoting
GR	Grant Recording
GS	Grant Signing
GT	Grant Tiling
GV	Grant Voting
GW	Grant Writing
GX	Grant X-raying
GY	Grant Yanking
GZ	Grant Zoning
HA	Hatching Agreement
HB	Hatching Bid
HC	Hatching Check
HD	Hatching Deed
HE	Hatching Ejectment
HF	Hatching Filing
HG	Hatching Grant
HH	Hatching Hatching
HI	Hatching Improvement
HJ	Hatching Jointing
HK	Hatching Keening
HL	Hatching Laying
HM	Hatching Making
HN	Hatching Naming
HO	Hatching Ordering
HP	Hatching Proposing
HQ	Hatching Quoting
HR	Hatching Recording
HS	Hatching Signing
HT	Hatching Tiling
HV	Hatching Voting
HW	Hatching Writing
HX	Hatching X-raying
HY	Hatching Yanking
HZ	Hatching Zoning
IA	Improvement Agreement
IB	Improvement Bid
IC	Improvement Check
ID	Improvement Deed
IE	Improvement Ejectment
IF	Improvement Filing
IG	Improvement Grant
IH	Improvement Hatching
II	Improvement Improvement
IJ	Improvement Jointing
IK	Improvement Keening
IL	Improvement Laying
IM	Improvement Making
IN	Improvement Naming
IO	Improvement Ordering
IP	Improvement Proposing
IQ	Improvement Quoting
IR	Improvement Recording
IS	Improvement Signing
IT	Improvement Tiling
IV	Improvement Voting
IW	Improvement Writing
IX	Improvement X-raying
IY	Improvement Yanking
IZ	Improvement Zoning
JA	Jointing Agreement
JB	Jointing Bid
JC	Jointing Check
JD	Jointing Deed
JE	Jointing Ejectment
JF	Jointing Filing
JG	Jointing Grant
JH	Jointing Hatching
JI	Jointing Improvement
JJ	Jointing Jointing
JK	Jointing Keening
JL	Jointing Laying
JM	Jointing Making
JN	Jointing Naming
JO	Jointing Ordering
JP	Jointing Proposing
JQ	Jointing Quoting
JR	Jointing Recording
JS	Jointing Signing
JT	Jointing Tiling
JV	Jointing Voting
JW	Jointing Writing
JX	Jointing X-raying
JY	Jointing Yanking
JZ	Jointing Zoning
KA	Keening Agreement
KB	Keening Bid
KC	Keening Check
KD	Keening Deed
KE	Keening Ejectment
KF	Keening Filing
KG	Keening Grant
KH	Keening Hatching
KI	Keening Improvement
KJ	Keening Jointing
KK	Keening Keening
KL	Keening Laying
KM	Keening Making
KN	Keening Naming
KO	Keening Ordering
KP	Keening Proposing
KQ	Keening Quoting
KR	Keening Recording
KS	Keening Signing
KT	Keening Tiling
KV	Keening Voting
KW	Keening Writing
KX	Keening X-raying
KY	Keening Yanking
KZ	Keening Zoning
LA	Laying Agreement
LB	Laying Bid
LC	Laying Check
LD	Laying Deed
LE	Laying Ejectment
LF	Laying Filing
LG	Laying Grant
LH	Laying Hatching
LI	Laying Improvement
LJ	Laying Jointing
LK	Laying Keening
LL	Laying Laying
LM	Laying Making
LN	Laying Naming
LO	Laying Ordering
LP	Laying Proposing
LQ	Laying Quoting
LR	Laying Recording
LS	Laying Signing
LT	Laying Tiling
LV	Laying Voting
LW	Laying Writing
LX	Laying X-raying
LY	Laying Yanking
LZ	Laying Zoning
MA	Making Agreement
MB	Making Bid
MC	Making Check
MD	Making Deed
ME	Making Ejectment
MF	Making Filing
MG	Making Grant
MH	Making Hatching
MI	Making Improvement
MJ	Making Jointing
MK	Making Keening
ML	Making Laying
MM	Making Making
MN	Making Naming
MO	Making Ordering
MP	Making Proposing
MQ	Making Quoting
MR	Making Recording
MS	Making Signing
MT	Making Tiling
MV	Making Voting
MW	Making Writing
MX	Making X-raying
MY	Making Yanking
MZ	Making Zoning
NA	Naming Agreement
NB	Naming Bid
NC	Naming Check
ND	Naming Deed
NE	Naming Ejectment
NF	Naming Filing
NG	Naming Grant
NH	Naming Hatching
NI	Naming Improvement
NJ	Naming Jointing
NK	Naming Keening
NL	Naming Laying
NM	Naming Making
NN	Naming Naming
NO	Naming Ordering
NP	Naming Proposing
NQ	Naming Quoting
NR	Naming Recording
NS	Naming Signing
NT	Naming Tiling
NV	Naming Voting
NW	Naming Writing
NX	Naming X-raying
NY	Naming Yanking
NZ	Naming Zoning
OA	Ordering Agreement
OB	Ordering Bid
OC	Ordering Check
OD	Ordering Deed
OE	Ordering Ejectment
OF	Ordering Filing
OG	Ordering Grant
OH	Ordering Hatching
OI	Ordering Improvement
OJ	Ordering Jointing
OK	Ordering Keening
OL	Ordering Laying
OM	Ordering Making
ON	Ordering Naming
OO	Ordering Ordering
OP	Ordering Proposing
OQ	Ordering Quoting
OR	Ordering Recording
OS	Ordering Signing
OT	Ordering Tiling
OV	Ordering Voting
OW	Ordering Writing
OX	Ordering X-raying
OY	Ordering Yanking
OZ	Ordering Zoning
PA	Proposing Agreement
PB	Proposing Bid
PC	Proposing Check
PD	Proposing Deed
PE	Proposing Ejectment
PF	Proposing Filing
PG	Proposing Grant
PH	Proposing Hatching
PI	Proposing Improvement
PJ	Proposing Jointing
PK	Proposing Keening
PL	Proposing Laying
PM	Proposing Making
PN	Proposing Naming
PO	Proposing Ordering
PP	Proposing Proposing
PQ	Proposing Quoting
PR	Proposing Recording
PS	Proposing Signing
PT	Proposing Tiling
PV	Proposing Voting
PW	Proposing Writing
PX	Proposing X-raying
PY	Proposing Yanking
PZ	Proposing Zoning
QA	Quoting Agreement
QB	Quoting Bid
QC	Quoting Check
QD	Quoting Deed
QE	Quoting Ejectment
QF	Quoting Filing
QG	Quoting Grant
QH	Quoting Hatching
QI	Quoting Improvement
QJ	Quoting Jointing
QK	Quoting Keening
QL	Quoting Laying
QM	Quoting Making
QN	Quoting Naming
QO	Quoting Ordering
QP	Quoting Proposing
QQ	Quoting Quoting
QR	Quoting Recording
QS	Quoting Signing

ALTAIR'S LAND TITLE SURVEY
FOR
VETERANS PKWY AND LEES MILL SOUTH, LLC &
FIRST AMERICAN TITLE INSURANCE COMPANY
(LEES MILL ROAD & VETERAN'S PARKWAY)
LOCATED IN
LAND LOTS 13, 14, 15, 16, 17TH DISTRICT
AND LAND LOTS 224 & 225, 5TH DISTRICT
FAYETTE COUNTY, GEORGIA

TerraMark
Professional Land Surveying
www.TerraMark.com
Fax: Mo. (770) 421-1552
Phone Mo. (770) 421-1827
Madison, Georgia 30605
1505 Mills Ferry Road
TerraMark Land Surveying, Inc.

[illegible]

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Petition 1335-23 –A-B-C-D Veterans Parkway & Lees Mill Road

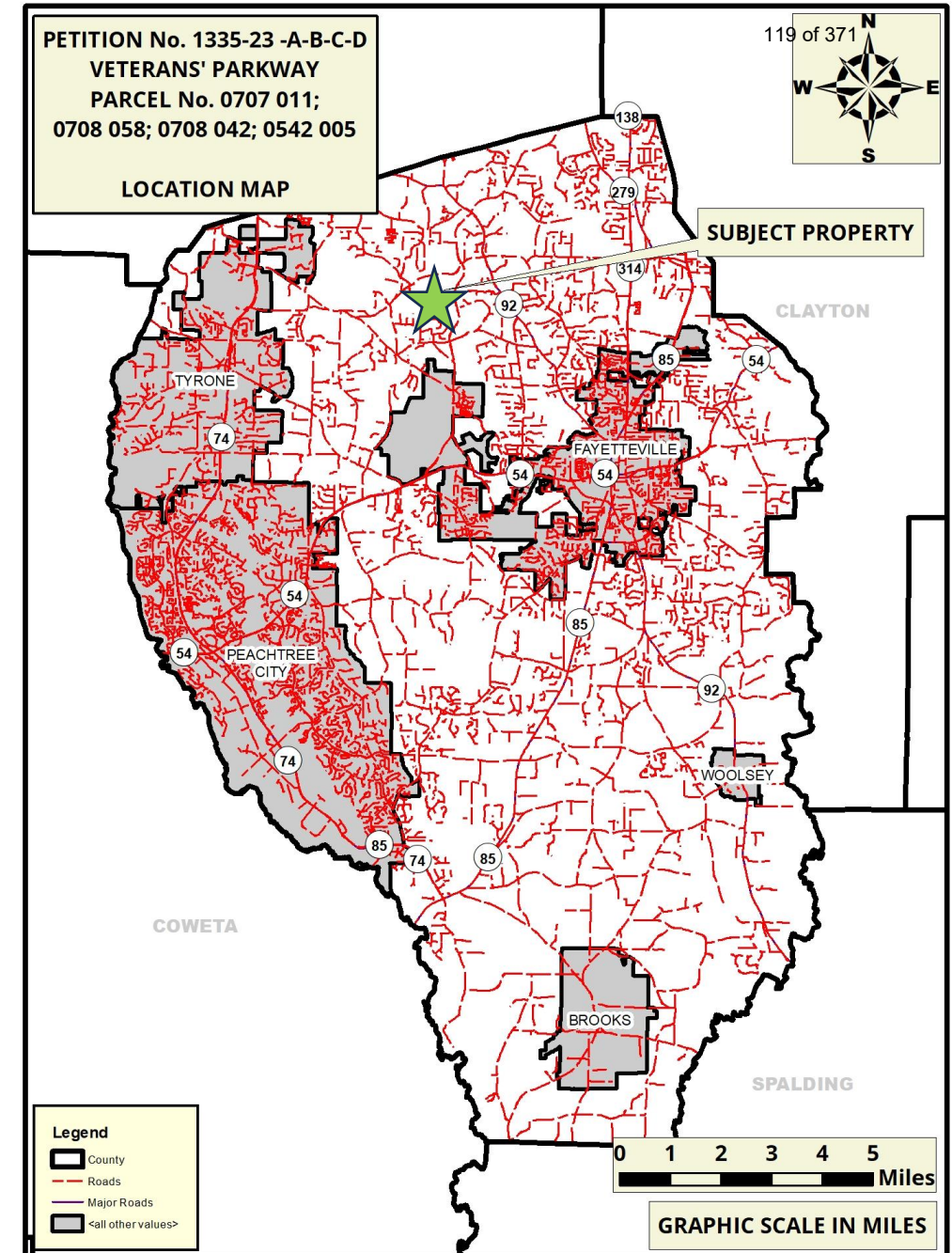
Requesting to Rezone 318.5990 acres from R-70
(Single-Family Residential) to A-R (Agricultural-
Residential)

January 11, 2024

LOCATION MAP

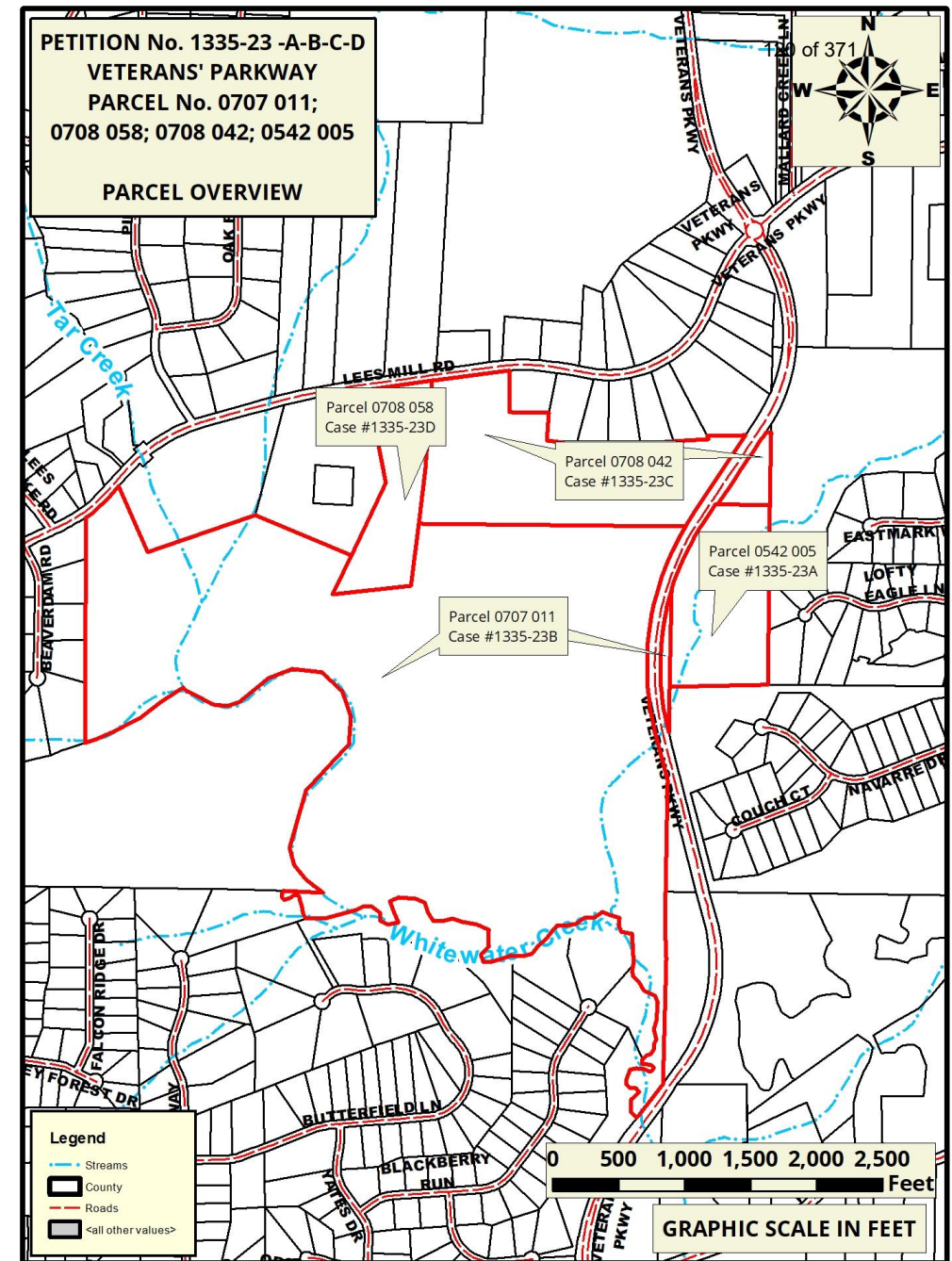
SW corner of the intersection of
Veterans Pkwy. & Lees Mill Rd.

- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
- Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
- Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
- Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres



PROJECT OVERVIEW

- Request to Rezone from R-70 to A-R
 - Owner – Veterans Pkwy and Lees Mill South, LLC
 - Agent – Fayette County Development Authority/Niki Vanderslice
 - Stated Purpose – Recreational Facility
-
- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
 - Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
 - Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
 - Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres

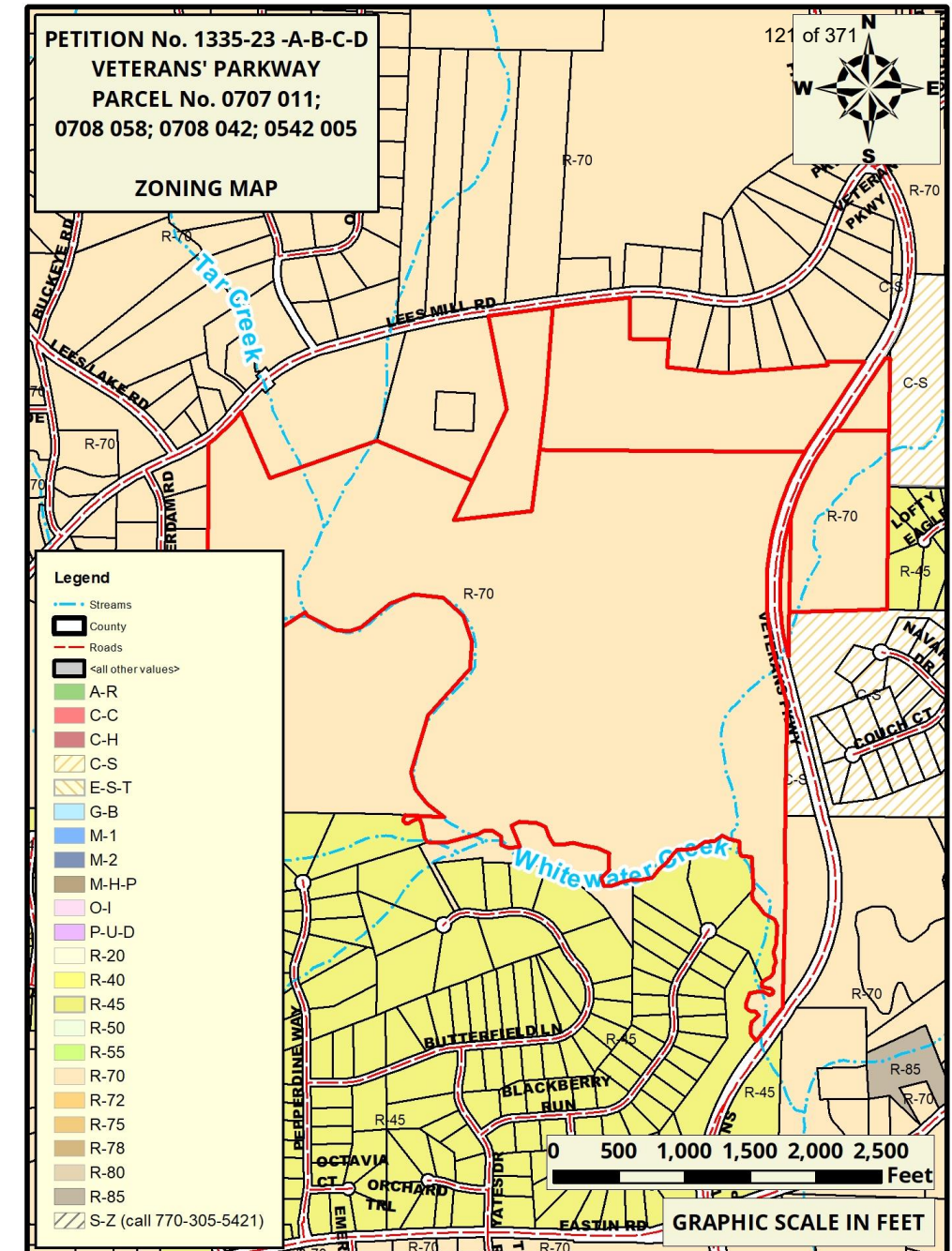


ZONING

SW corner of the intersection of Veterans Pkwy. & Lees Mill Rd.

- These parcels were rezoned from A-R to R-70 in 1973 as part of a blanket rezoning affecting much of the northwest portion of the County.
- The property is currently used for agricultural purposes.
- Nearby property includes land zoned R-70, R-45 and C-S.

Direction	Acreage	Zoning	Use	Comp Plan
North	44.73	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)
South & West	132.04; 13.45	R-70 & R-45	Agricultural & SF Residential	Rural Res – 2 (1 Unit/2 acres)
East	8.3; 25.00	R-70, C-S & R-45	Conservation; SF Residential	Rural Res – 2 (1 Unit/2 acres)
West	24.62	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)

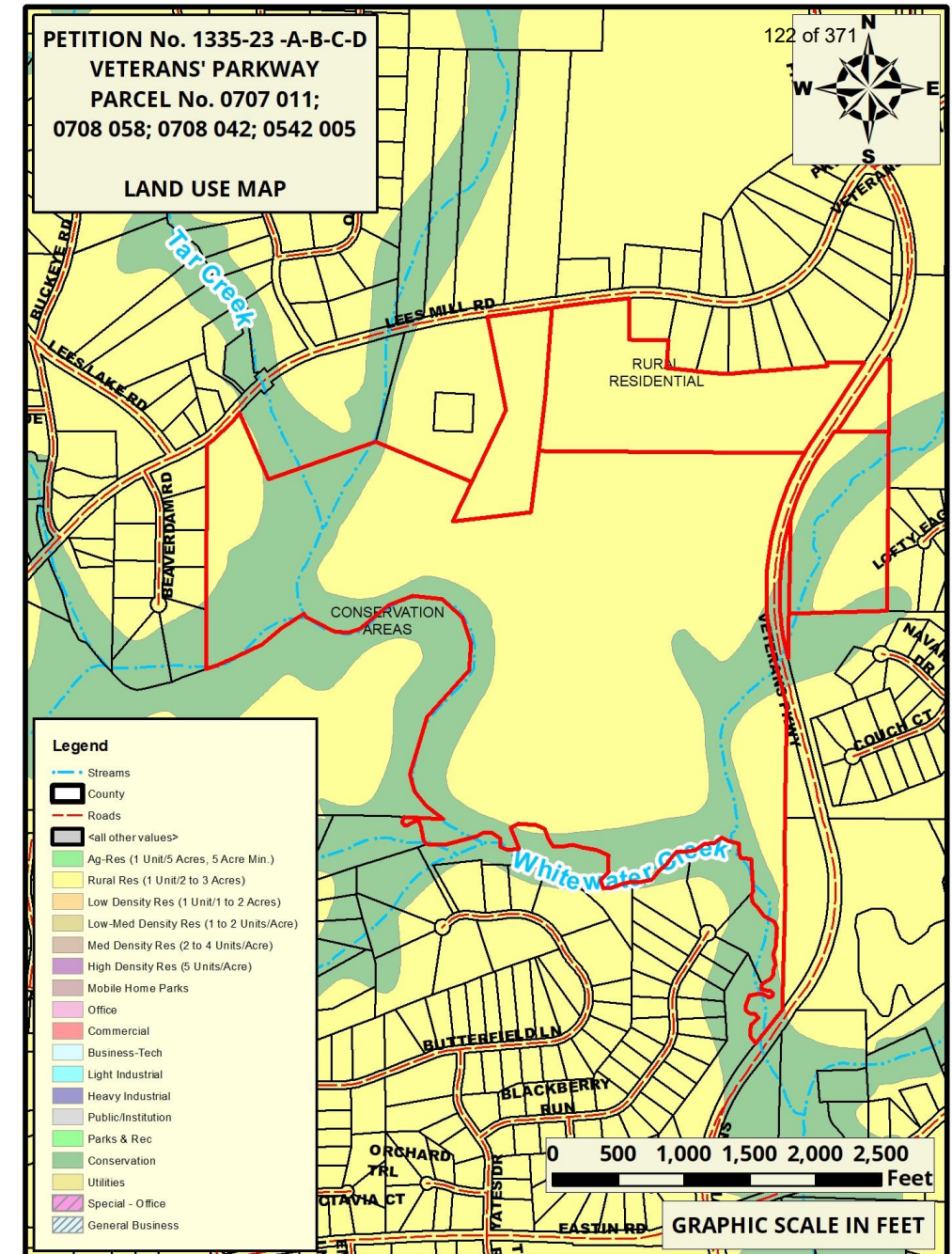


LAND USE

SW corner of the intersection of Veterans Pkwy. & Lees Mill Rd.

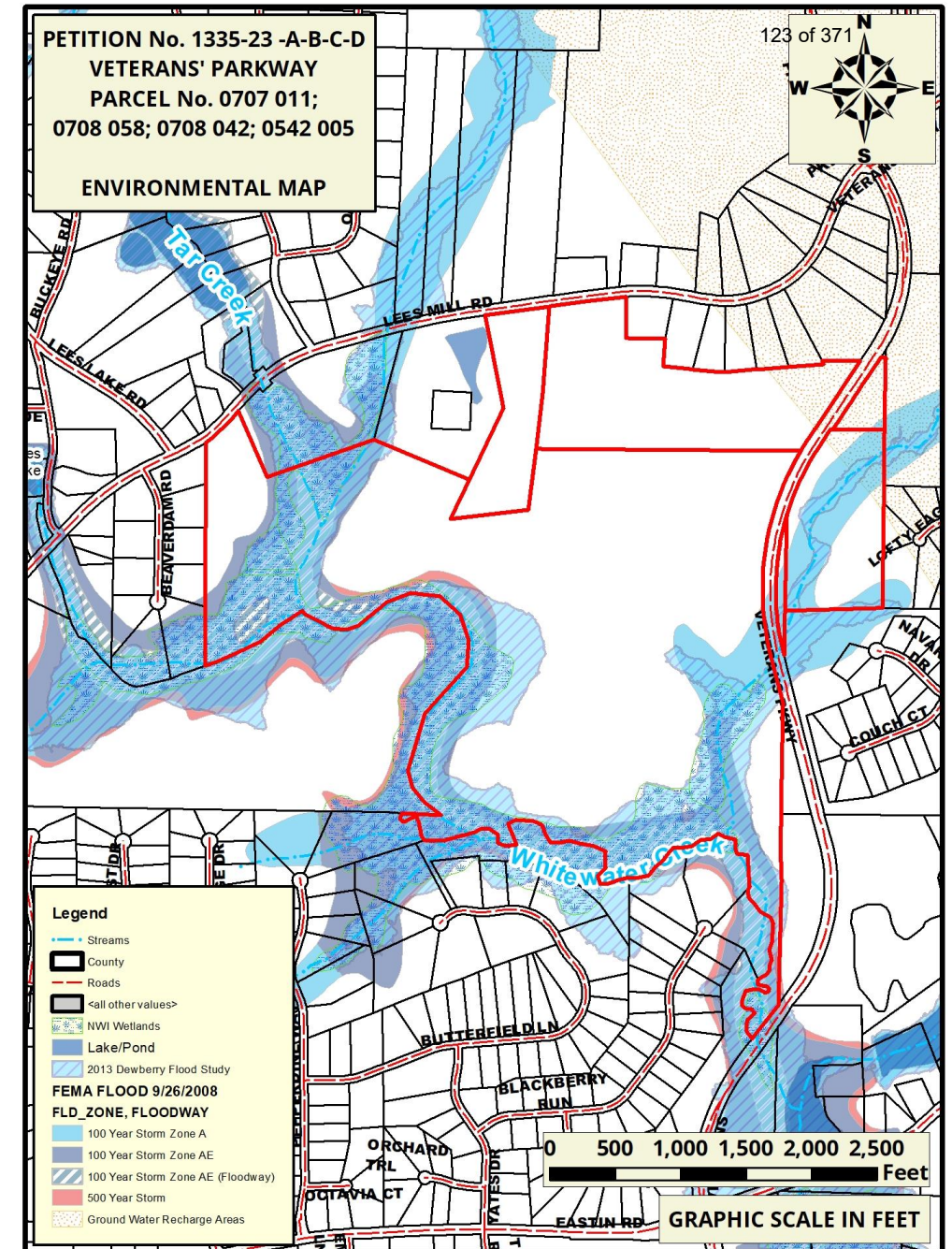
- These parcels were rezoned from A-R to R-70 in 1973 as part of a blanket rezoning affecting much of the northwest portion of the County.
- The property is currently used for agricultural purposes.
- Nearby property includes land zoned R-70, R-45 and C-S.

Direction	Acreage	Zoning	Use	Comp Plan
North	44.73	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)
South & West	132.04; 13.45	R-70 & R-45	Agricultural & SF Residential	Rural Res – 2 (1 Unit/2 acres)
East	8.3; 25.00	R-70, C-S & R-45	Conservation; SF Residential	Rural Res – 2 (1 Unit/2 acres)
West	24.62	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)



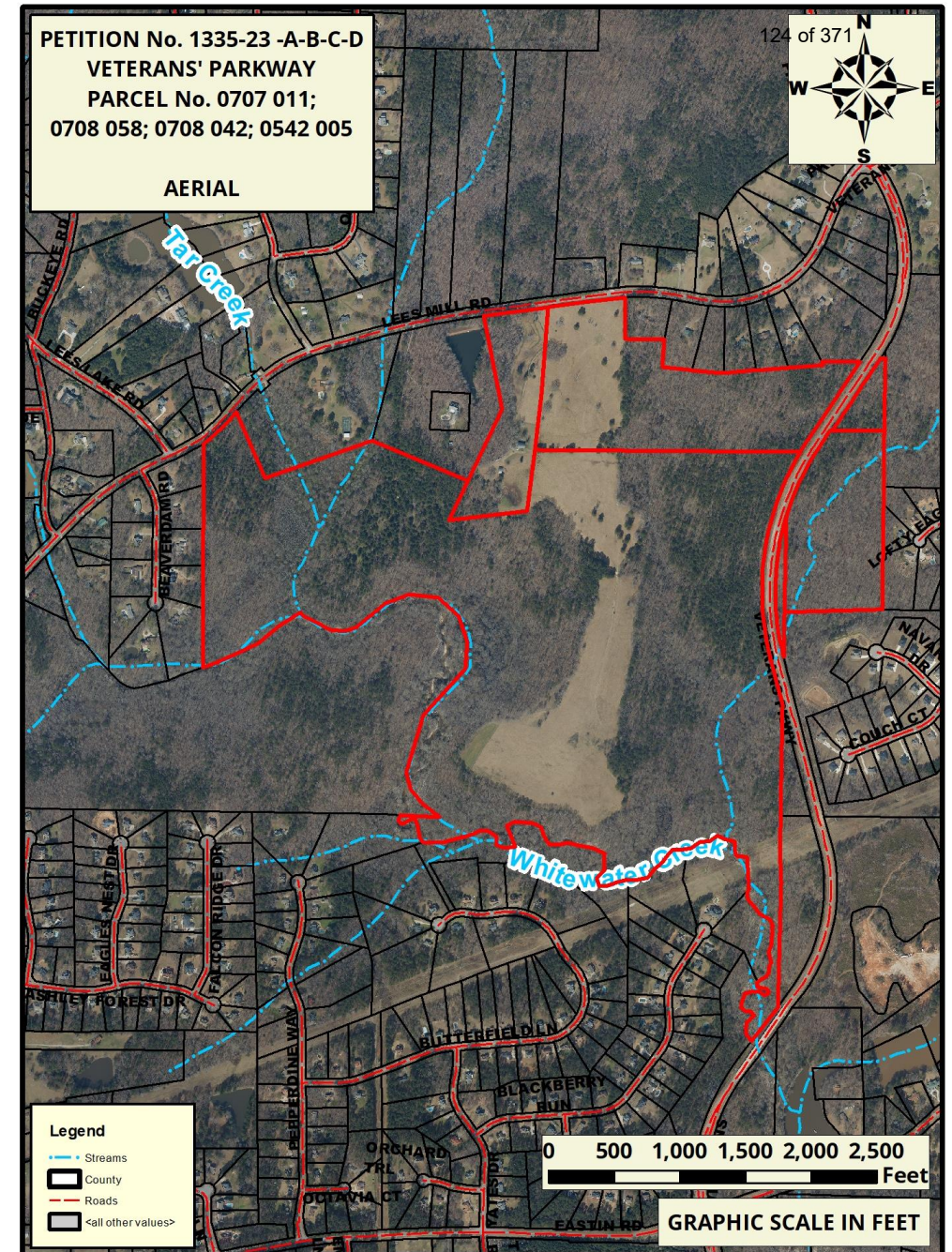
ENVIRONMENTAL CONDITIONS

- **Floodplain Management** -- The 321.34-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0084E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the 2013 Dewberry Limited Flood Study for Fayette County.
- **Wetlands** -- The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Proposed development plans will be required to locate any existing wetland areas.
- **Watershed Protection** -- There **ARE** known state waters located on the subject property. Watershed Protection Buffers shall apply.
- **Groundwater** -- The property **IS** within a groundwater recharge area per Fayette County GIS.
- **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces.
- **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances if rezoned.



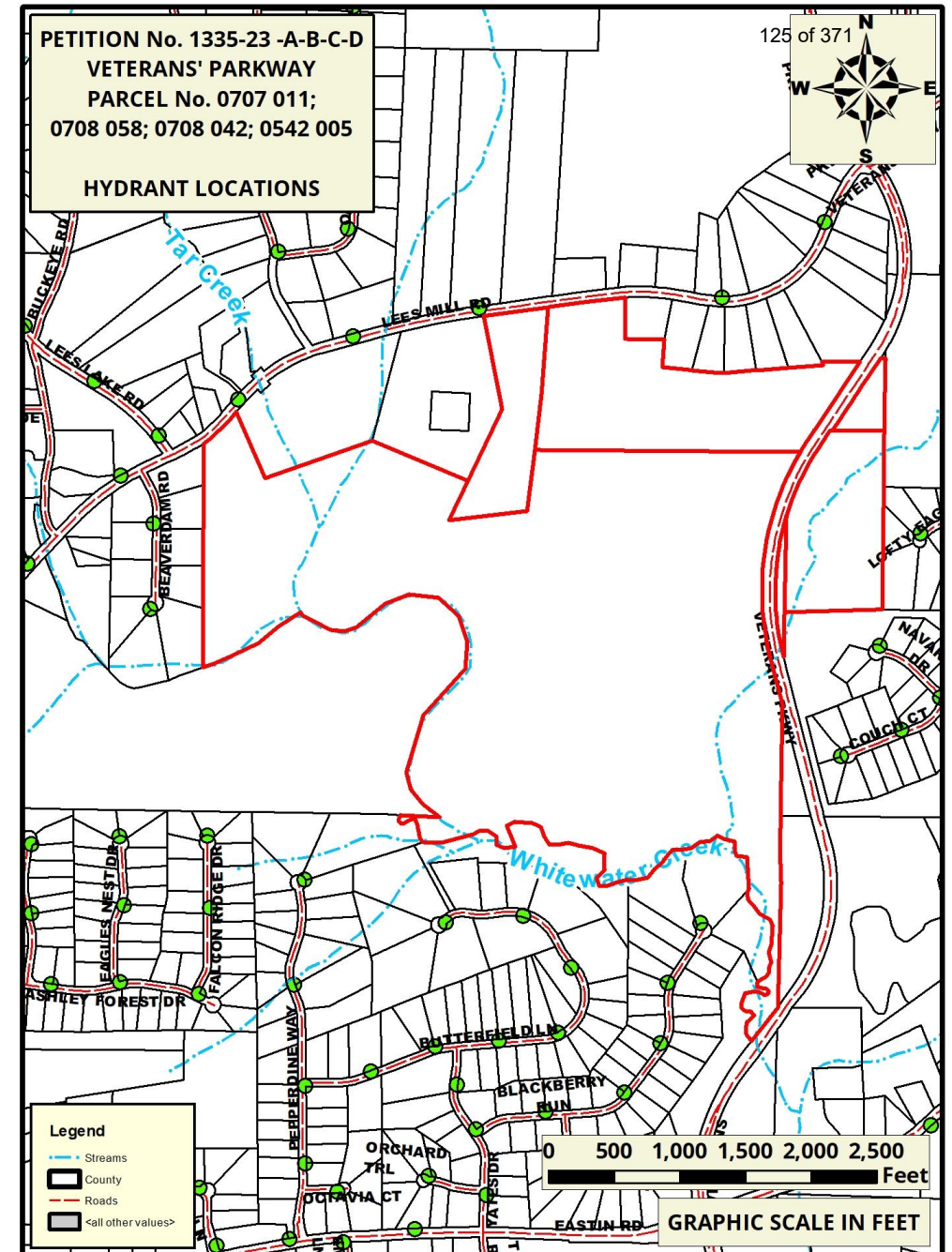
TRANSPORTATION REVIEW

- **Right-of-Way** -- Veterans Parkway is a Minor Arterial roadway per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Fayette County Public Works controls access to the roadway. Proposed site access points on Veterans Parkway will be permitted through Fayette County. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Any proposed site access points on Lees Mill Road will be permitted through Fayette County.
- **Traffic Data** -- According to a 2022 report from Pond Engineering the annual average daily traffic for **Veterans Parkway** is **8,285 vehicles per day**. Per the GDOT Traffic Analysis & Data Application website (TADA), the annual average daily traffic for **Lees Mill Road** per GDOT is approximately **2,300 vehicles per day** approximately 2 miles west of Veterans Parkway. As part of the plan review and approval process, Public Works shall require a Traffic Impact Study for the proposed development.
- **Sight Distance** -- Minimum sight distances will have to be satisfied for any proposed new road intersections. Fayette County Public Works Department will review sight distances for any proposed access points to Lees Mill Road and Veterans Parkway.



DEPARTMENTAL COMMENTS

- **Water System** - Water is available on Lees Mill Rd in a 16-inch ductile iron water main. No water is available on that section of Veterans Pkwy.
- **Environmental Health Department** – This office has no objections to the proposed rezoning.
- **Fire** – No objections to the requested rezoning.
- **GDOT** – Not applicable, not on State Route.



PLANNING COMMISSION

- The 1st public hearing for this series of petitions was held before the Fayette County Planning Commission on December 7, 2023.
- Each parcel is presented as an independent public hearing and is voted on separately.
- The Planning Commission voted 3-1 to recommend approval of the rezoning request for all 4 petitions.

BOARD MEMBERS

Arnold L. Martin - Absent
John Kruzan
John H. Culbreth, Sr.
Danny England
Jim Oliver

STAFF

Deborah L. Bell, Planning and Zoning Director
Deborah Sims, Zoning Administrator
Christina Barker, Zoning Coordinator
E. Allison Ivey Cox, County Attorney

AGENDA FAYETTE COUNTY PLANNING COMMISSION MEETING 140 STONEWALL AVENUE WEST December 7, 2023 7:00 pm

***Please turn off or turn to mute all electronic devices during the
Planning Commission Meetings**

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
The agenda was amended to move item number 9 to item 5. Danny England made a motion to approve the agenda. John Culbreth seconded the motion. The motion passed 4-0. Arnold L. Martin was absent.
4. Consideration of the Minutes of the meeting held on November 2, 2023.
Danny England made a motion to approve the minutes from the November 2, 2023, meeting. John Kruzan seconded the motion. The motion passed 4-0.

PUBLIC HEARING

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-169.-Conditional use approval. 2) Conditional uses allowed. Bb. Horse show, rodeo, carnival, and/or community fair.
Danny England made a motion to approve the amendment to Sec. 110-169 of the Zoning Ordinance. John Kruzan seconded the motion. The motion passed 4-0.
6. Consideration of Petition No. 1335-23A, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 22.9674 acres from R-70 to A-R. The property is located in Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway.
John Culbreth made a motion to approve Petition No. 1335-23A with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.
7. Consideration of Petition No. 1335-23B, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 237.4382 acres from R-70 to A-R. The

PLANNING COMMISSION

- The 1st public hearing for this series of petitions was held before the Fayette County Planning Commission on December 7, 2023.
 - Each parcel is presented as an independent public hearing and is voted on separately.
 - The Planning Commission voted 3-1 to recommend approval of the rezoning request for all 4 petitions.
-

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property is located in Land Lots 13, 14, 18 & 19 of the 7th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23B with conditions. John Kruzan seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

8. Consideration of Petition No. 1335-23C, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 39.6621 acres from R-70 to A-R. The property is located in Land Lots 15 of the 7th District and Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23C with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

9. Consideration of Petition No. 1335-23D, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 18.4863 acres from R-70 to A-R. The property is located in Land Lots 14 & 15 of the 7th District and fronts on Lees Mill Road.

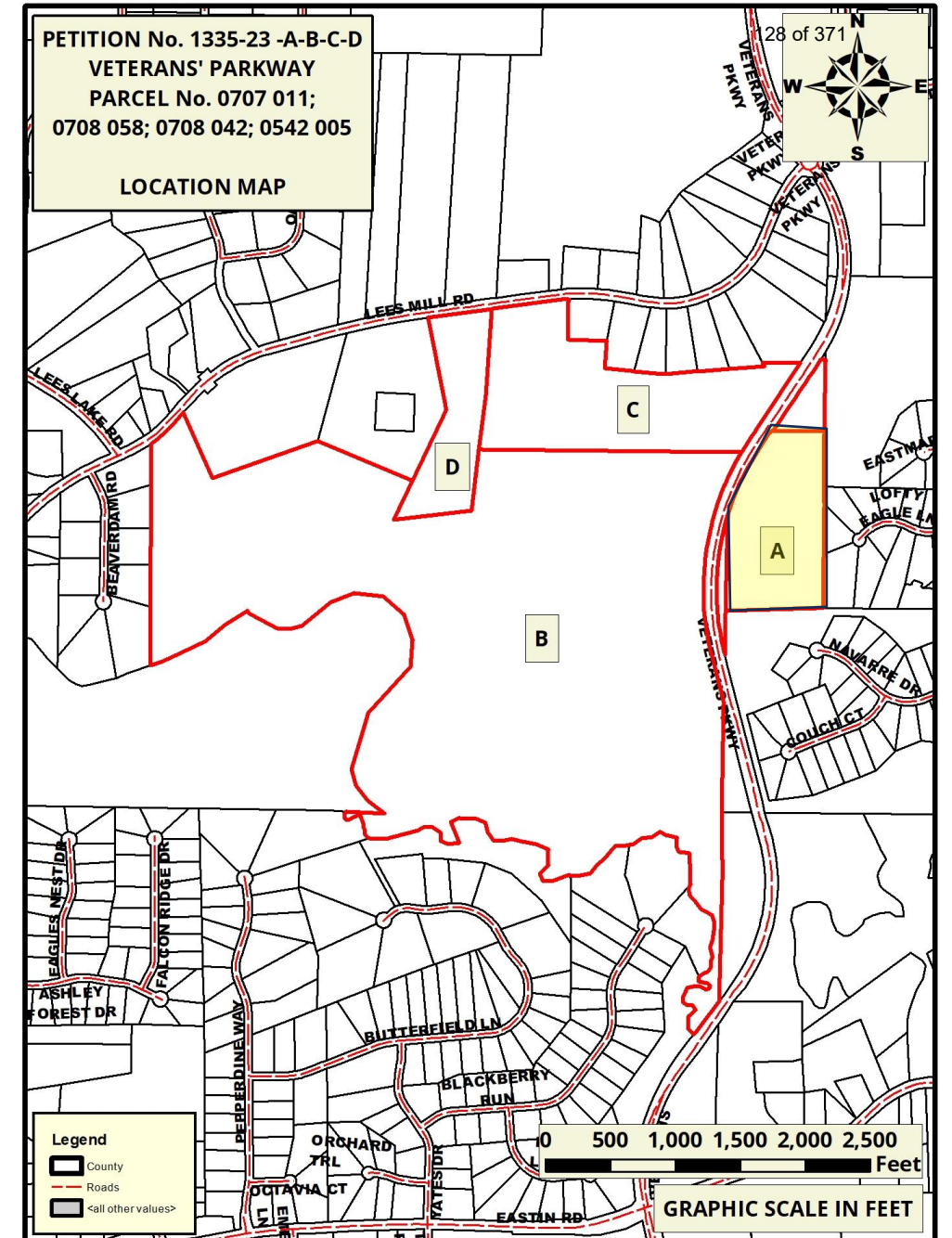
John Culbreth made a motion to approve the Petition No. 1335-23D with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

PETITION 1335-23A

Parcel #0542 005, 22.9674 acres

Recommended Conditions

1. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
2. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.

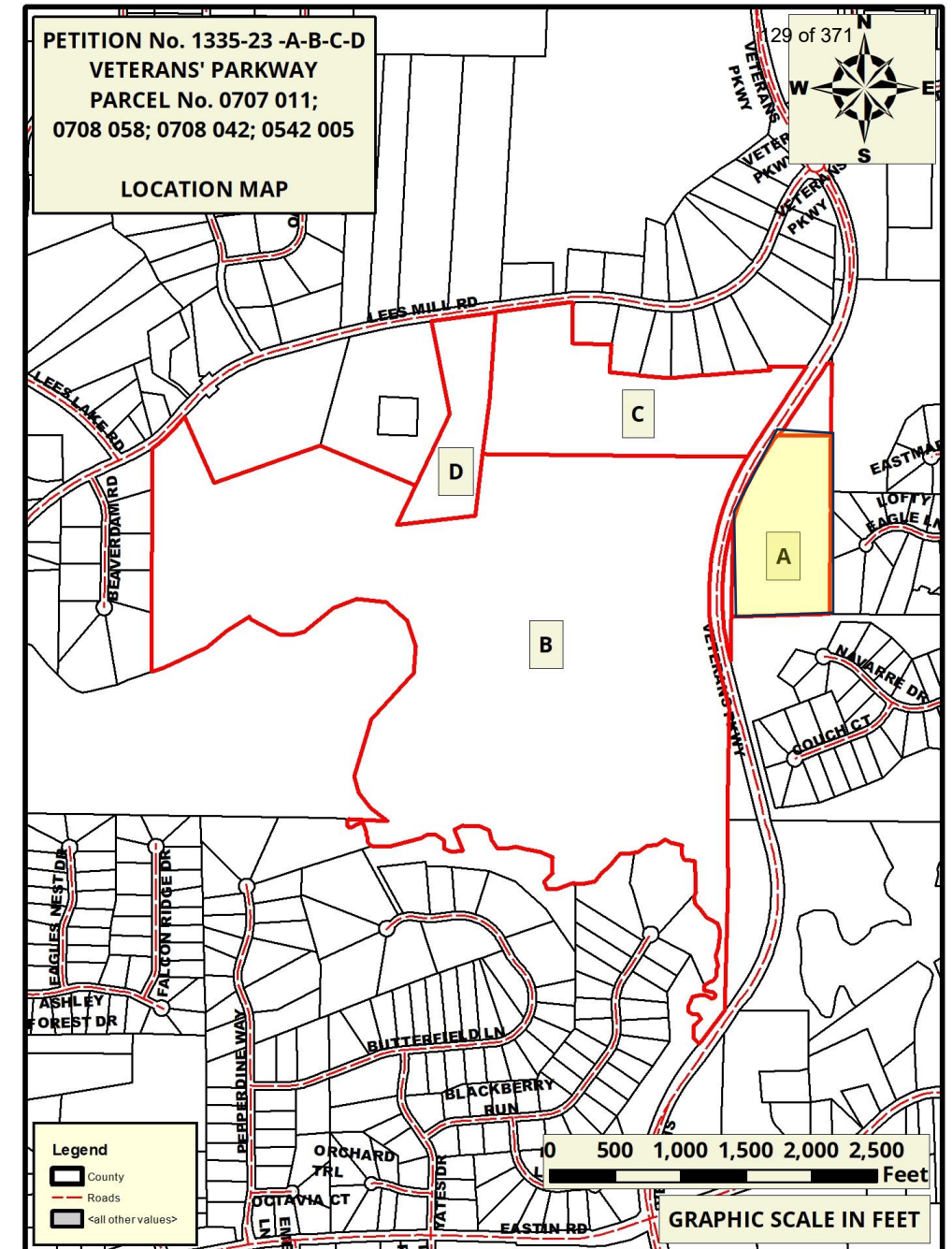


PETITION 1335-23A

Parcel #0542 005, 22.9674 acres

Recommended Conditions (continued)

3. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
4. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

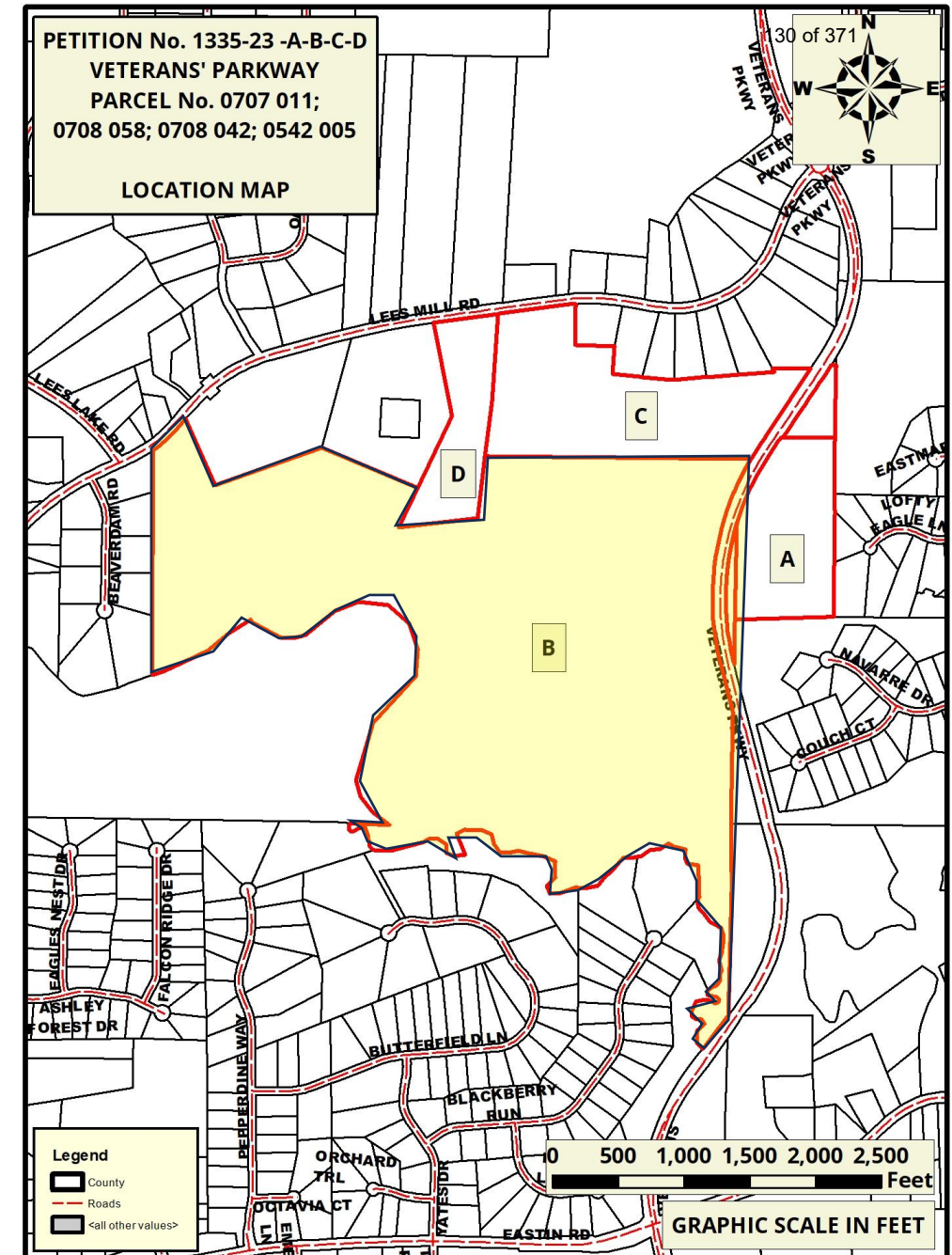


PETITION 1335-23B

Parcel #0707 011, 237.4382 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd. between Sandy Creek Rd. and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Pkwy).

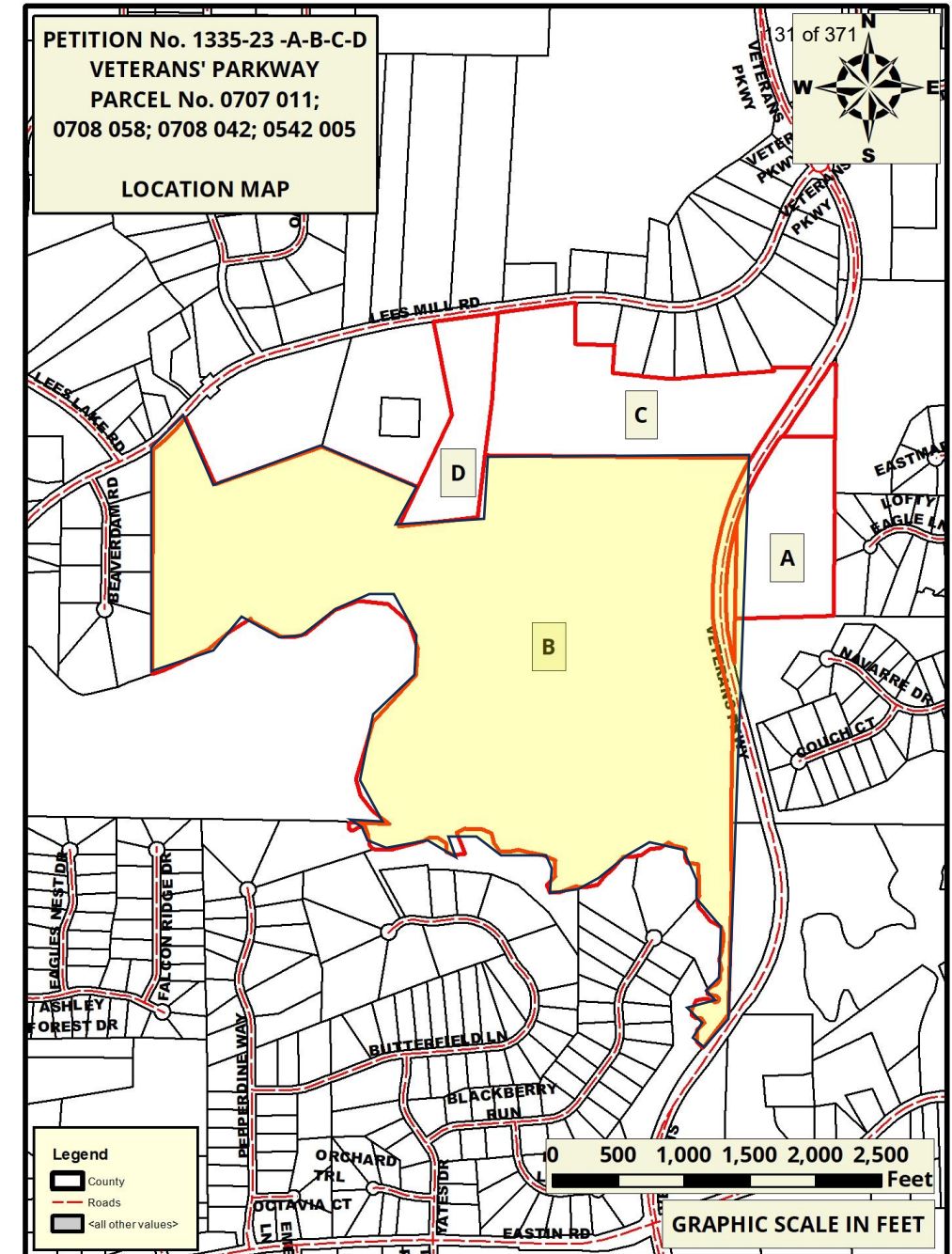


PETITION 1335-23B

Parcel #0707 011, 237.4382 acres

Recommended Conditions (continued)

4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

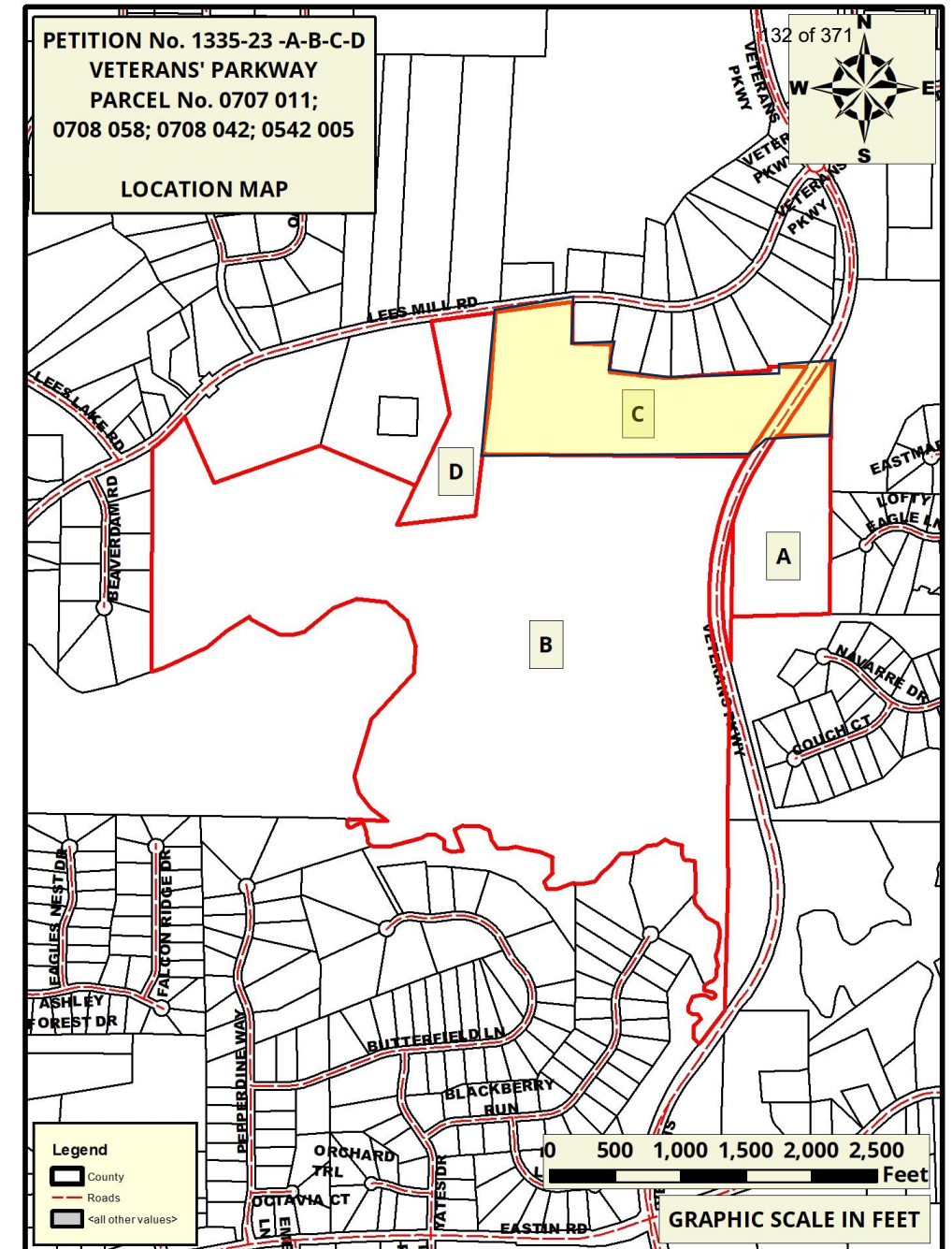


PETITION 1335-23C

Parcel #0708 042, 39.6621 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd between Sandy Creek Rd and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).

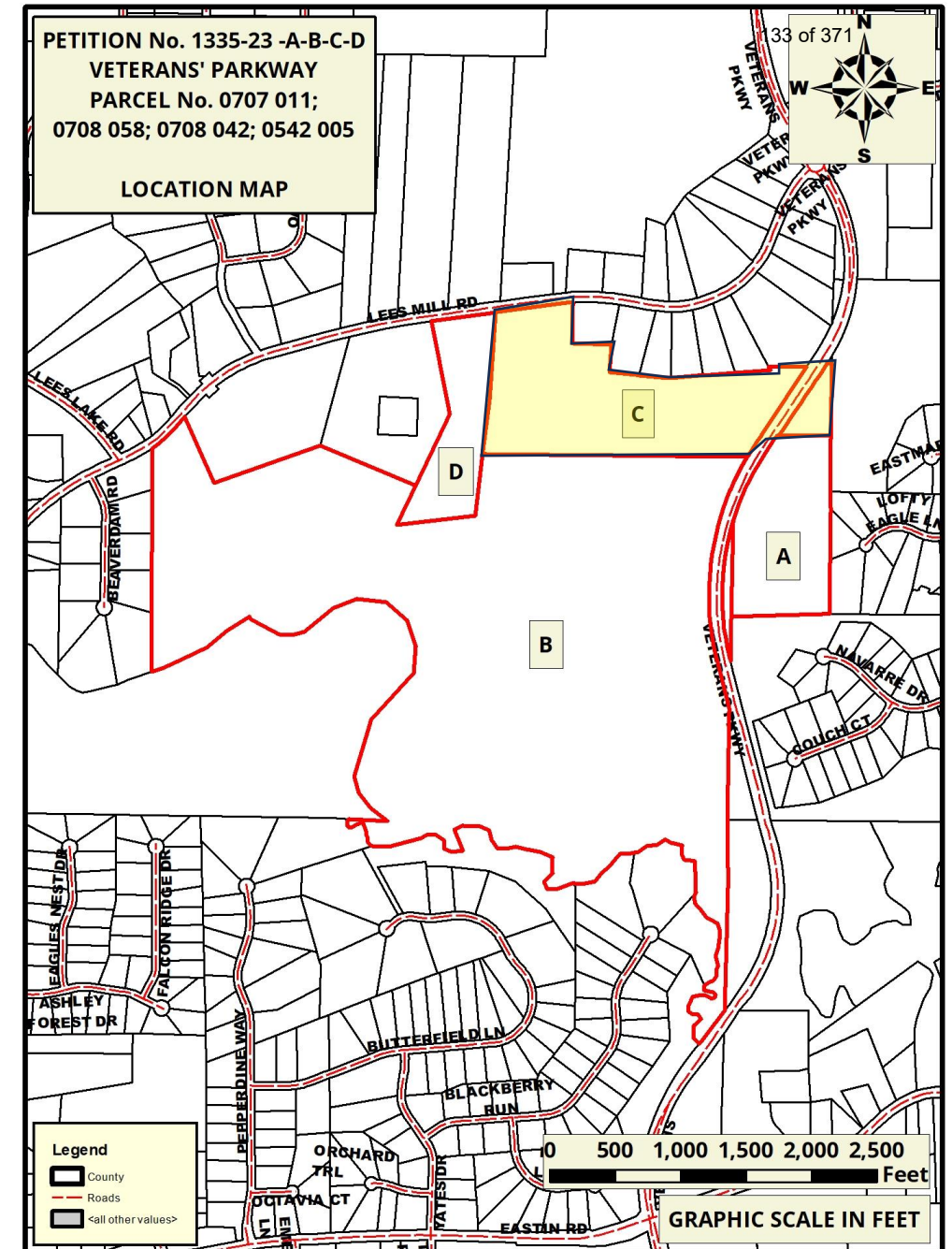


PETITION 1335-23C

Parcel #0708 042, 39.6621 acres

Recommended Conditions (continued)

4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

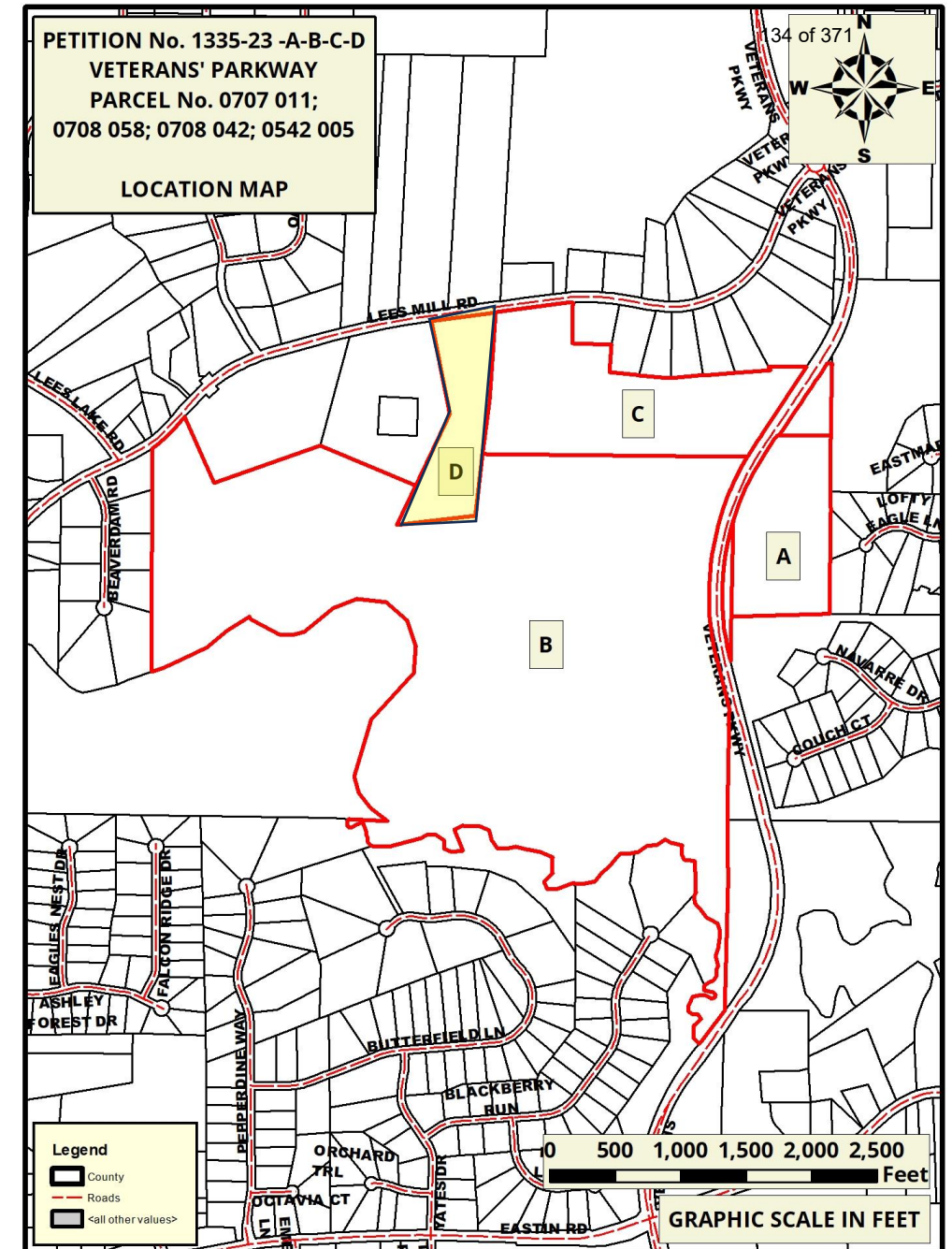


PETITION 1335-23D

Parcel #0708 058, 18.4863 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.

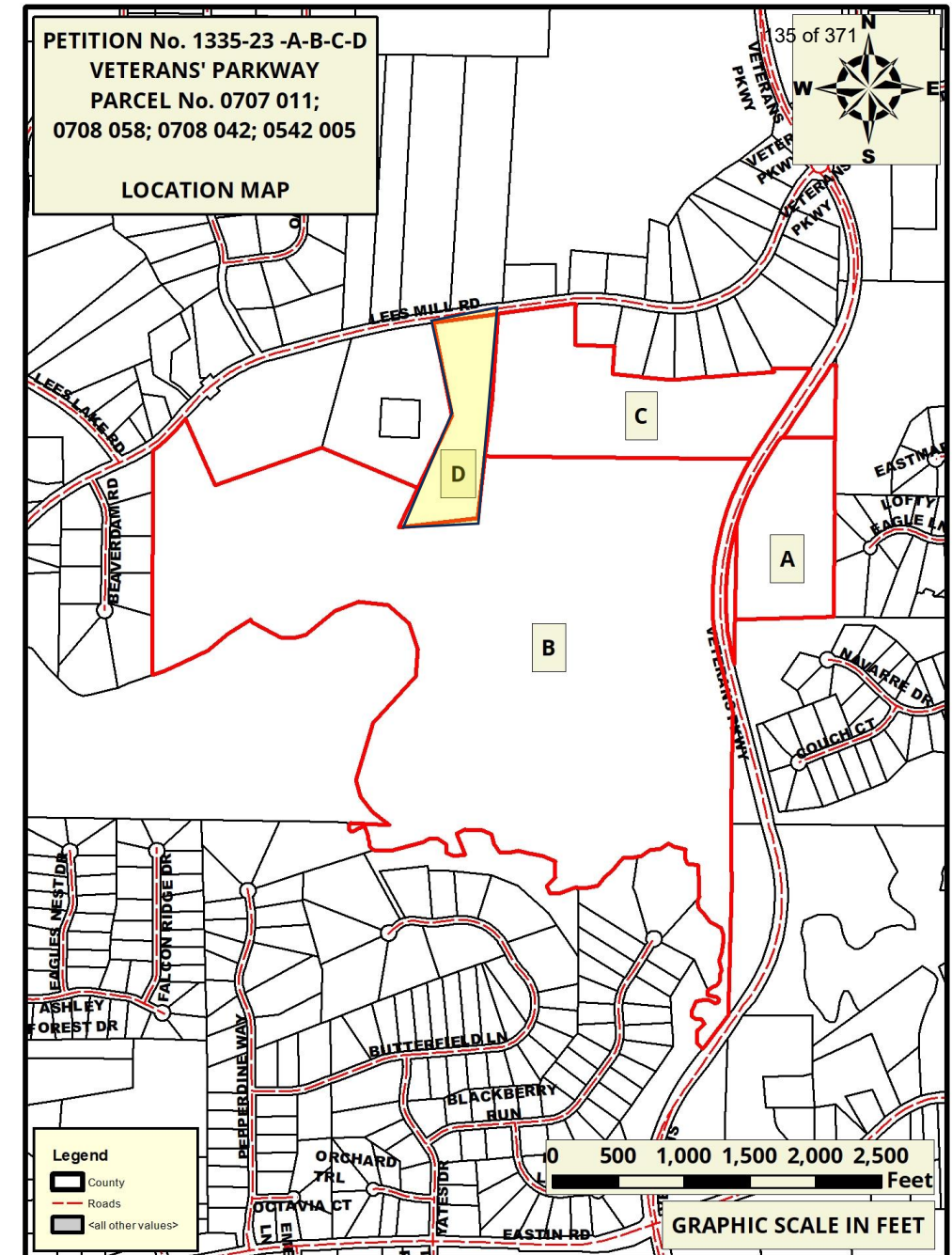


PETITION 1335-23D

Parcel #0708 058, 18.4863 acres

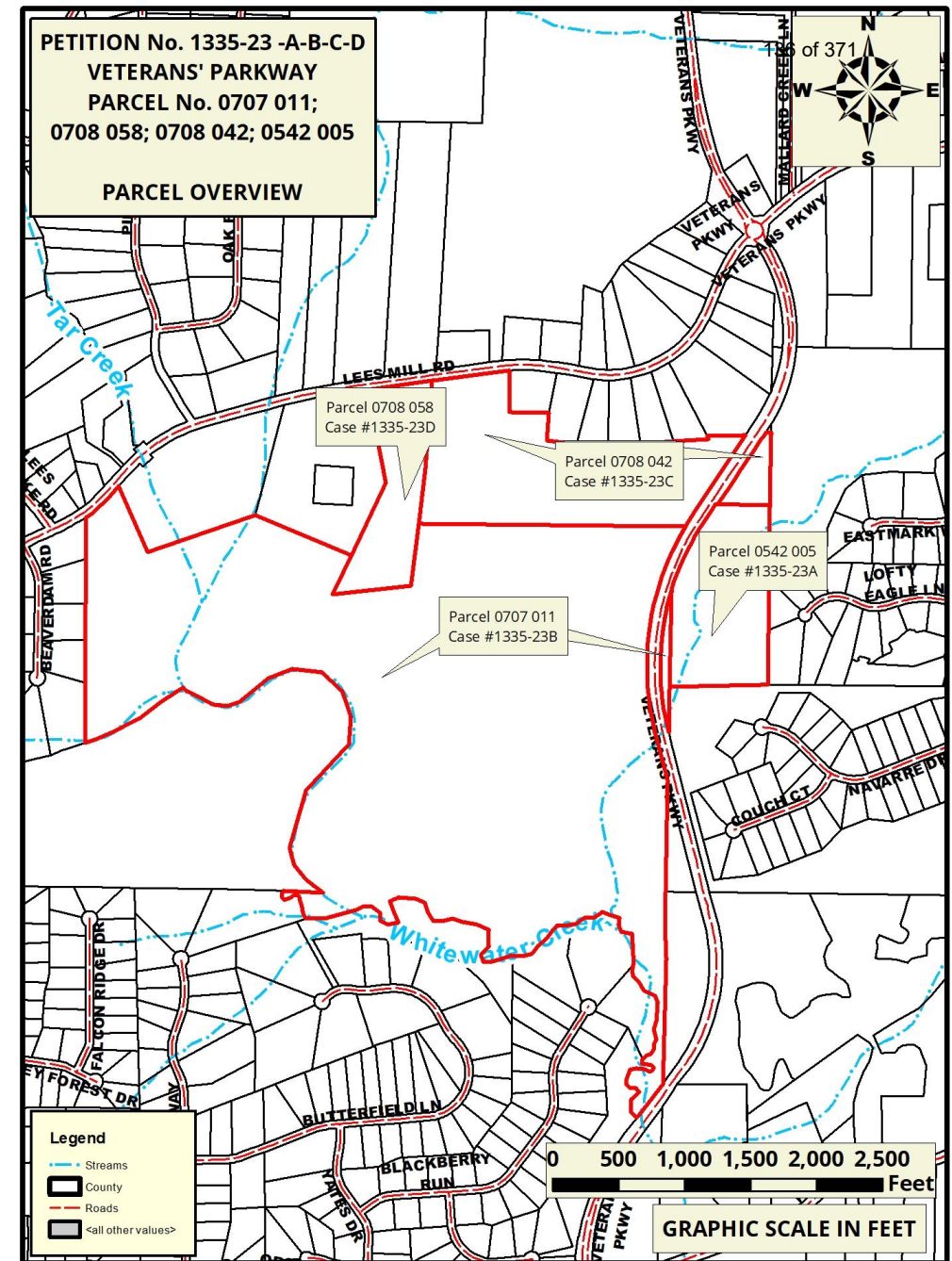
Recommended Conditions (continued)

3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd. between Sandy Creek Rd. and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of one curb cut onto Lees Mill Road.
5. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.



QUESTIONS?

- Request to Rezone from R-70 to A-R
 - Owner – Veterans Pkwy and Lees Mill South, LLC
 - Agent – Fayette County Development Authority/Niki Vanderslice
 - Stated Purpose – Recreational Facility
-
- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
 - Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
 - Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
 - Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres



COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No.1335-23C, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 39.6621 acres from R-70 to A-R for a recreational facility; property is located in Land Lot(s) 224 & 225 of the 5th District and Land Lot(s) 15 of the 7th District and fronts on Veterans Parkway and Lee's Mill Road.

Background/History/Details:

The subject property is a 39.6621-acre tract and is undeveloped. It is currently zoned R-70, Single-Family Residential. The area is designated as Rural Residential on the Fayette County Future Land Use Plan.

On December 7, 2023, Planning Commission voted 3-1 to recommend CONDITIONAL APPROVAL.

Staff recommends seven (7) conditions for CONDITIONAL APPROVAL of the request for a zoning of A-R, Agriculture-Residential, because the request is consistent with the Fayette County Comprehensive Land Use Plan & surrounding land uses. Please refer to the accompanying staff report and/or PowerPoint slide #15-16, for the full text of recommended conditions.

Summary of the seven (7) conditions:

1) Lees Mill Road - 50 feet right-of-way dedication; 2) Owner/developer shall prepare a Traffic Impact Study; 3) Construction entrance/exit shall be located on Veterans Parkway; 4) Maximum of four curb cuts along Veterans Parkway Road frontage: 2 west, 2 east; 5) Maximum of one curb cut on Lees Mill Road; 6) All parcels on west side of Veterans Parkway shall be combined into a single parcel within six months; 7) Developer shall install a 16-in diameter water line.

What action are you seeking from the Board of Commissioners?

Approval of Petition No.1335-23C, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 39.6621 acres from R-70 to A-R for a recreational facility; property is located in Land Lot(s) 224 & 225 of the 5th District and Land Lot(s) 15 of the 7th District and fronts on Veterans Parkway and Lee's Mill Road with seven (7) conditions.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PETITION NO: 1335-23C**REQUESTED ACTION:** Rezone from R-70 to A-R**PARCEL NUMBER:** 0708 042**PROPOSED USE:** Agricultural/Recreational**EXISTING USE:** Vacant Land**LOCATION:** Veterans Parkway & Lees Mill Road**DISTRICT/LAND LOT(S):** 5th District, Land Lots 224 & 225; & 7th District, Land Lot 15**AREA:** 39.6621 Acres**OWNERS:** Veterans Pkwy and Lees Mill South LLC**AGENT:** Fayette County Development Authority**PLANNING COMMISSION PUBLIC HEARING:** December 7, 2023**BOARD OF COMMISSIONERS PUBLIC HEARING:** January 11, 2024**APPLICANT'S INTENT**

Applicant proposes to rezone 39.6621 acres from R-70 to A-R for agricultural and recreational purposes.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan, Rural Residential-2 (1 Unit/2 Acres) is designated for this area, so the request for A-R zoning is appropriate; it is a less intense use. Based on the Investigation and Staff Analysis, Staff recommends **CONDITIONAL APPROVAL** of the request for a zoning of A-R, Agricultural-Residential District.

RECOMMENDED CONDITIONS

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of

project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.

3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.
7. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 on the east side of Veterans Parkway shall be combined with Parcel No. 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
8. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
9. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.

REVISED RECOMMENDED CONDITIONS based on the recommendations of the County Attorney, the following conditions better define the recommended conditions and omit conditions that are specific to other parcels in the project:

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts

are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.

5. The project shall have a maximum of one curb cut onto Lees Mill Road.
- ~~6. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.~~
- ~~7. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 on the east side of Veterans Parkway shall be combined with Parcel No. 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.~~
- 8.6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
- ~~9. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.~~
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

INVESTIGATION**A. GENERAL PROPERTY INFORMATION**

The property is a legal lot of record. It is not located in an Overlay Zone

PARCEL SUMMARY:

PETITION No.	PARCEL ID	ACREAGE	CURRENT ZONING	PROPOSED ZONING	ROAD FRONTAGE
1335-23A	0542 005	22.9674	R-70	A-R	Veterans Parkway
1335-23B	0707 011	237.4382	R-70	A-R	Veterans Parkway & Lees Mill
1335-23C	0708 042	39.6621	R-70	A-R	Veterans Parkway & Lees Mill
1335-23D	0708 058	18.4863	R-70	A-R	Lees Mill

B. REZONING HISTORY:

This property was rezoned from A-R to R-70 in 1973 as part of a blanket rezoning.

C. CURRENT DEVELOPMENT HISTORY:

The property is currently used for agricultural purposes.

B. SURROUNDING ZONING AND USES

Near the subject property is land which is zoned R-70, R-45, and C-S. See the following table and the attached Zoning Map. The subject property is bounded by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	44.73	R-70	Single-Family Residential	Rural Residential – 2 (1 Unit/2 Acres)
South & West	132.04; 13.45	R-70; R-45	Agricultural & Conservation; Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)
East	8.3 25.00	R-70 C-S & R-45	Conservation; Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)
West	24.62	R-70	Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)

C. COMPREHENSIVE PLAN

The subject property lies within an area designated for Rural Residential – 2 (1 Unit/2 Acres).

D. ZONING/REGULATORY REVIEW

Access & Right-of Way: The property has frontage on Veterans Parkway and Lees Mill Road.

E. DEPARTMENTAL COMMENTS

- ☐ **Water System** - Water is available on Lees Mill Rd in a 16-inch ductile iron water main. No water is available on that section of Veterans Pkwy.
- ☐ **Public Works & Environmental Management**
 - **County Road Frontage Right of Way Dedication**
Veterans Parkway is a **Minor Arterial** roadway per the Fayette County Thoroughfare Plan and requires and the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Fayette County Public Works controls access to the roadway. Proposed site access points on **Veterans Parkway** will be permitted through Fayette County. **Lees Mill Road** is a **Minor Arterial** per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Any proposed site access points on **Lees Mill Road** will be permitted through Fayette County.
 - **Traffic Data**

According to a 2022 report from Pond Engineering the annual average daily traffic for Veterans Parkway is **8,285 vehicles per day**; the annual average daily traffic for **Lees Mill Road** per GDOT is approximately **2,300 vehicles per day** approximately 2 miles west of Veterans Parkway.

As part of the plan review and approval process, Public Works shall require a Traffic Impact Study for the proposed development.
 - **Sight Distance**

Minimum sight distances will have to be satisfied for any proposed new road intersections. Fayette County Public Works Department will review sight distances for any proposed access points to **Lees Mill Road** and **Veterans Parkway**.
 - **Floodplain Management**

The 321.34-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0084E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the 2013 Dewberry Limited Flood Study for Fayette County.
 - **Wetlands**

The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Proposed development plans will be required to locate any existing wetland areas.

- **Watershed Protection**

There **ARE** known state waters located on the subject property. Watershed Protection Buffers shall apply.

- **Groundwater**

The property **IS** within a groundwater recharge area per Fayette County GIS.

- **Post Construction Stormwater Management**

This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces.

- **Landscape and Tree replacement Plan**

This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances if rezoned.

- ☐ **Environmental Health Department** – This office has no objections to the proposed rezoning.
- ☐ **Fire** – No objections to the requested rezoning.
- ☐ **GDOT** – Not applicable.

STANDARDS

Sec. 110-300. - Standards for map amendment (rezoning) evaluation.

All proposed map amendments shall be evaluated with special emphasis being placed on the relationship of the proposal to the land use plan and related development policies of the county. The following factors shall be considered by the planning and zoning department, the planning commission and the board of commissioners when reviewing a request for rezoning:

- (1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- (3) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools;
- (4) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

STAFF ANALYSIS

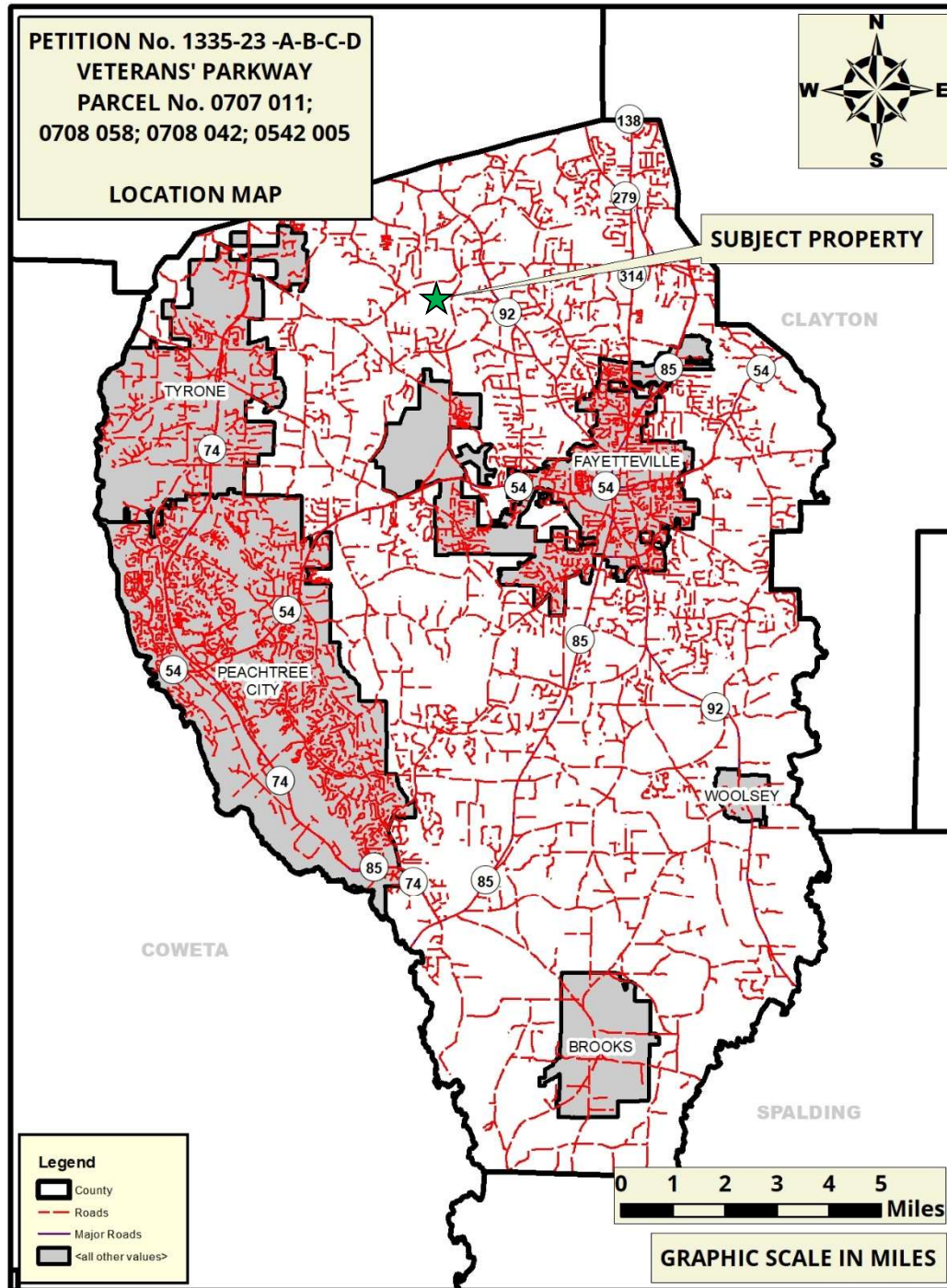
1. The subject property lies within an area designated for Rural Residential-2 Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the use and proposed lot size.
2. The area around the subject property is an area that already has various residential and agricultural uses. It is staff's opinion that the zoning proposal would not adversely affect the existing or future uses of nearby properties.
3. It is staff's opinion that if conditions are approved, the zoning proposal will not have an excessive or burdensome impact on streets, utilities, or schools.
4. The proposal is consistent in character and use with the surrounding uses as agricultural and low density residential.

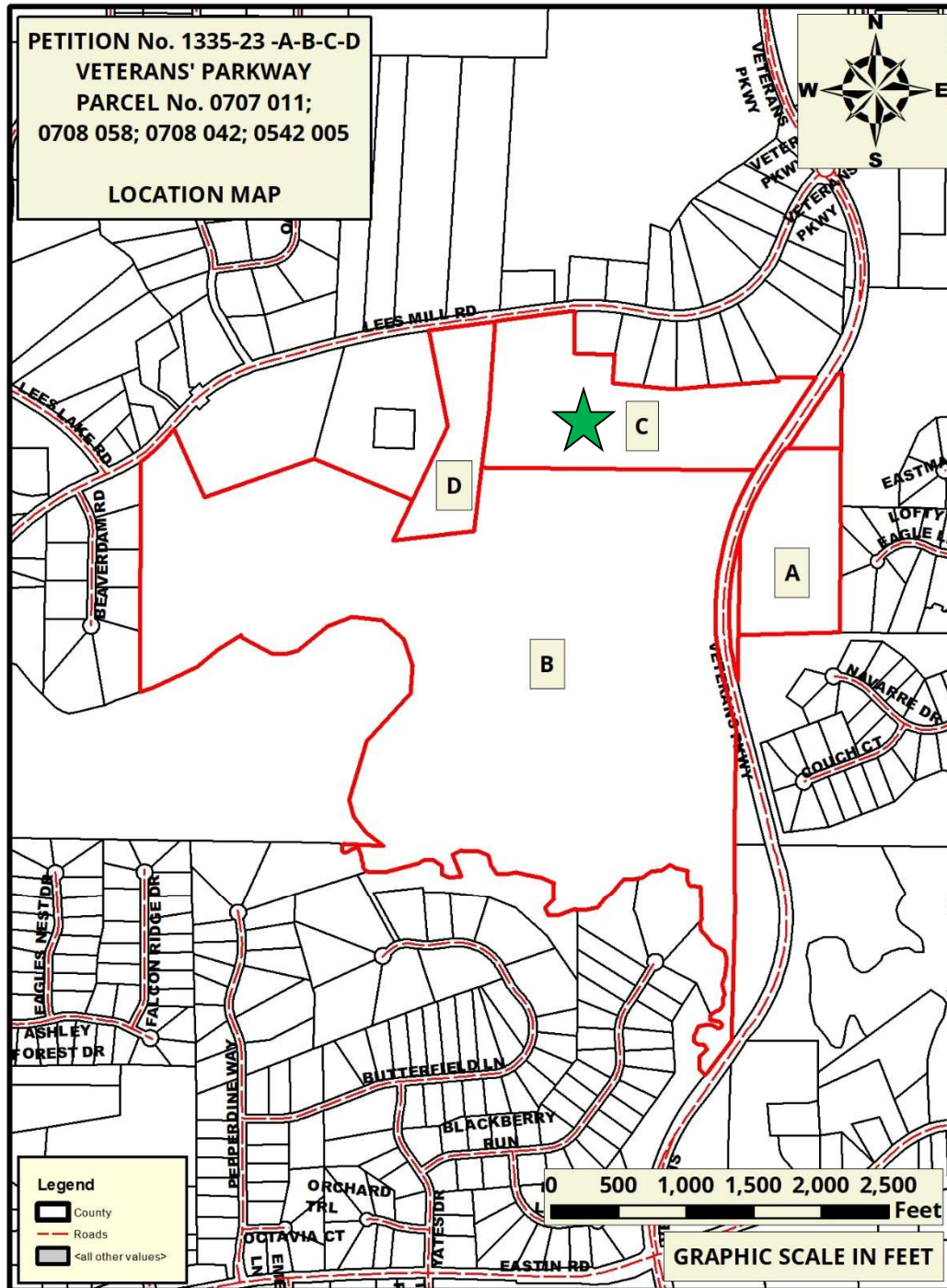
ZONING DISTRICT STANDARDS

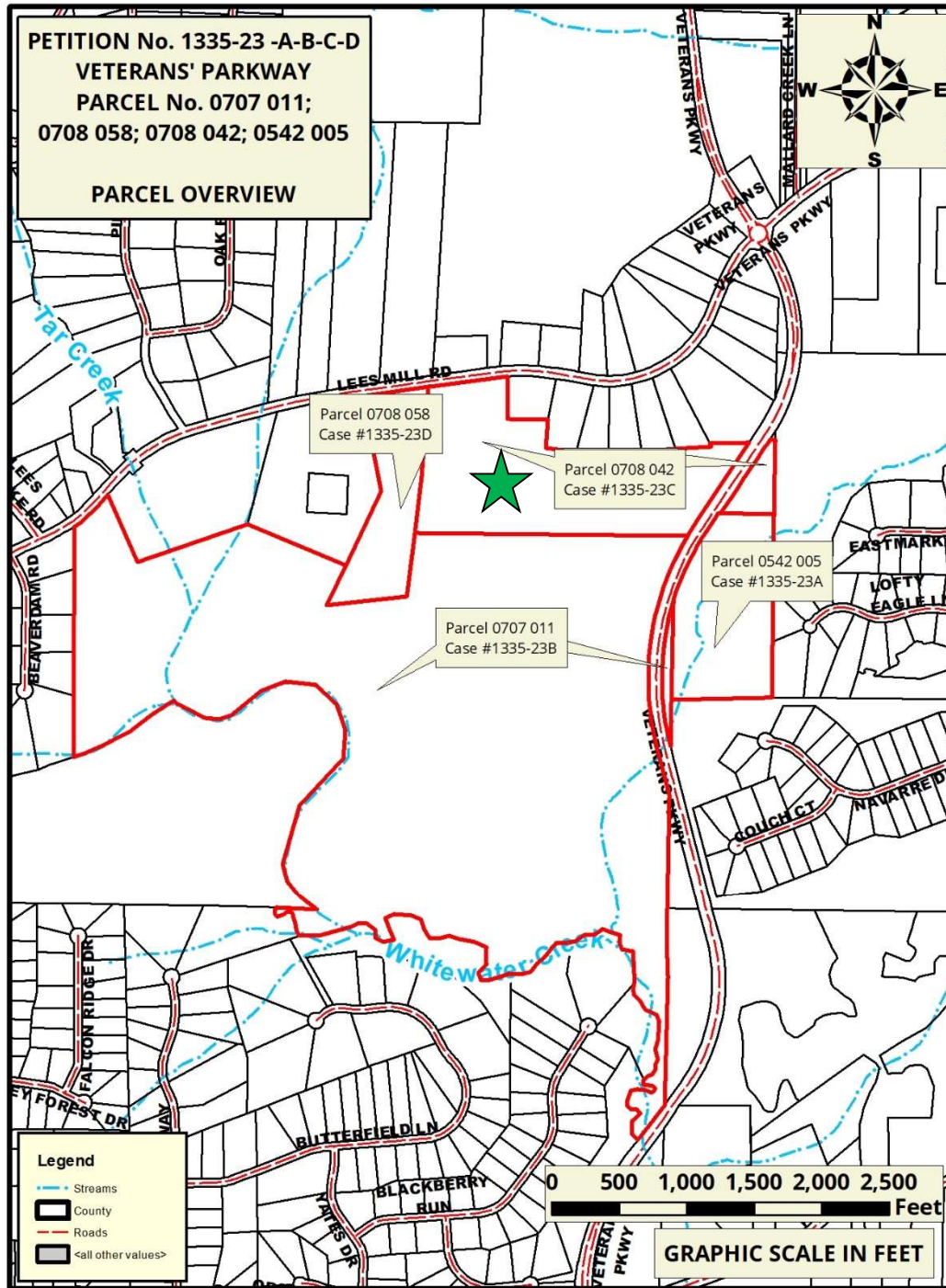
Sec. 110-125. A-R, Agricultural-Residential District.

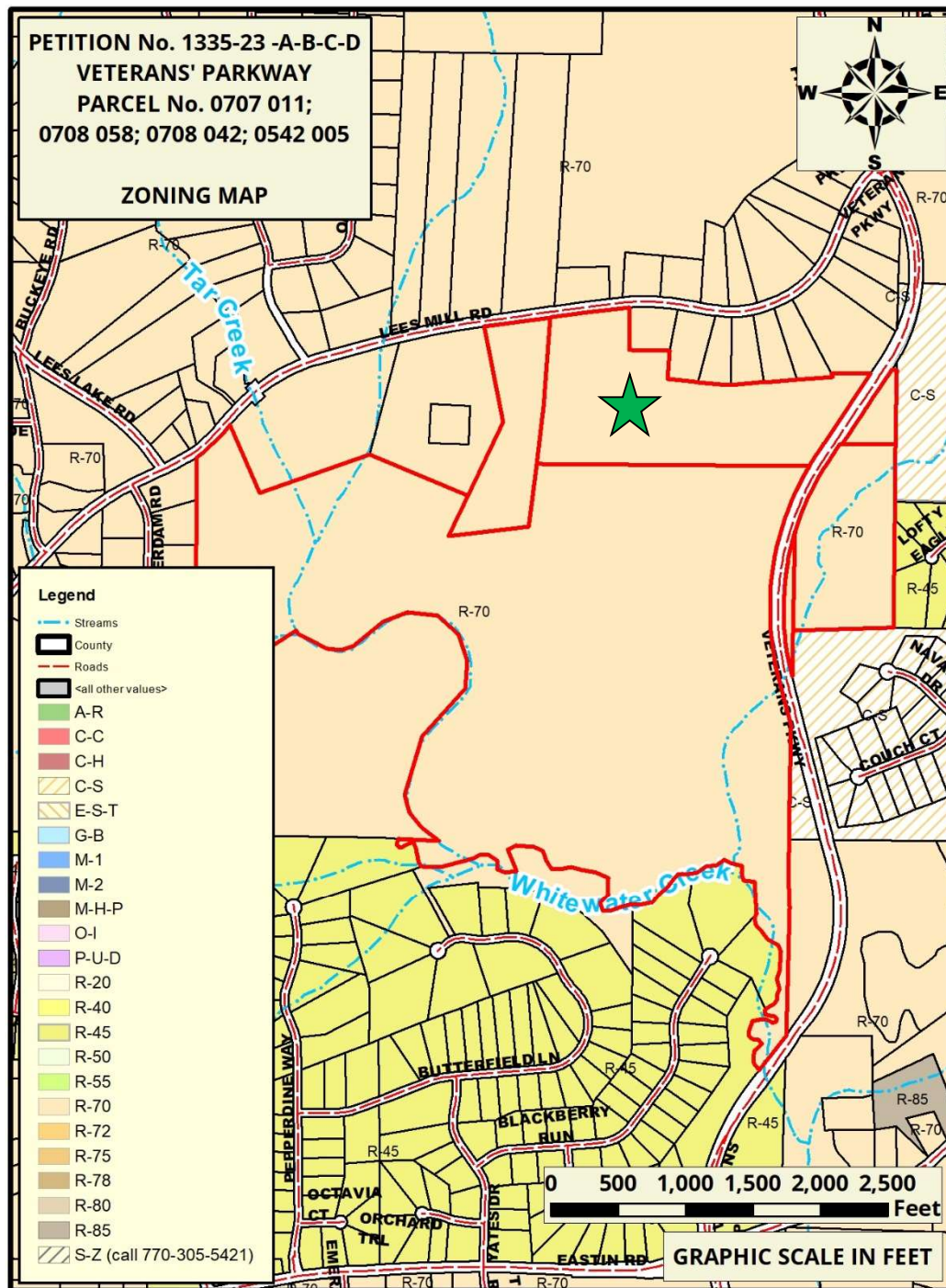
- (a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential and agricultural character and designed to protect against the depreciating effects of small lot, residential development and those uses which are incompatible with such a residential and agricultural environment.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the A-R zoning district:
 - (1) Single-family dwelling;
 - (2) Residential accessory structures and uses (see article III of this chapter);
 - (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
 - (4) Plant nurseries and greenhouses (no sales of related garden supplies);
 - (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
 - (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:
 - (1) Aircraft landing area;
 - (2) Animal hospital, kennel or veterinary clinic;
 - (3) A-R bed and breakfast inn;
 - (4) A-R wedding/event facility;
 - (5) Cemetery;
 - (6) Church and/or other place of worship;
 - (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
 - (8) Commercial driving range and related accessories;
 - (9) Child care facility;
 - (10) Deer processing facility.
 - (11) Developed residential recreational/amenity areas;
 - (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
 - (13) Golf course (minimum 18-hole regulation) and related accessories;
 - (14) Home occupation;
 - (15) Horse show, rodeo, carnival, and/or community fair;
 - (16) Hospital;
 - (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
 - (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
 - (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
 - (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
 - (21) Religious tent meeting; and

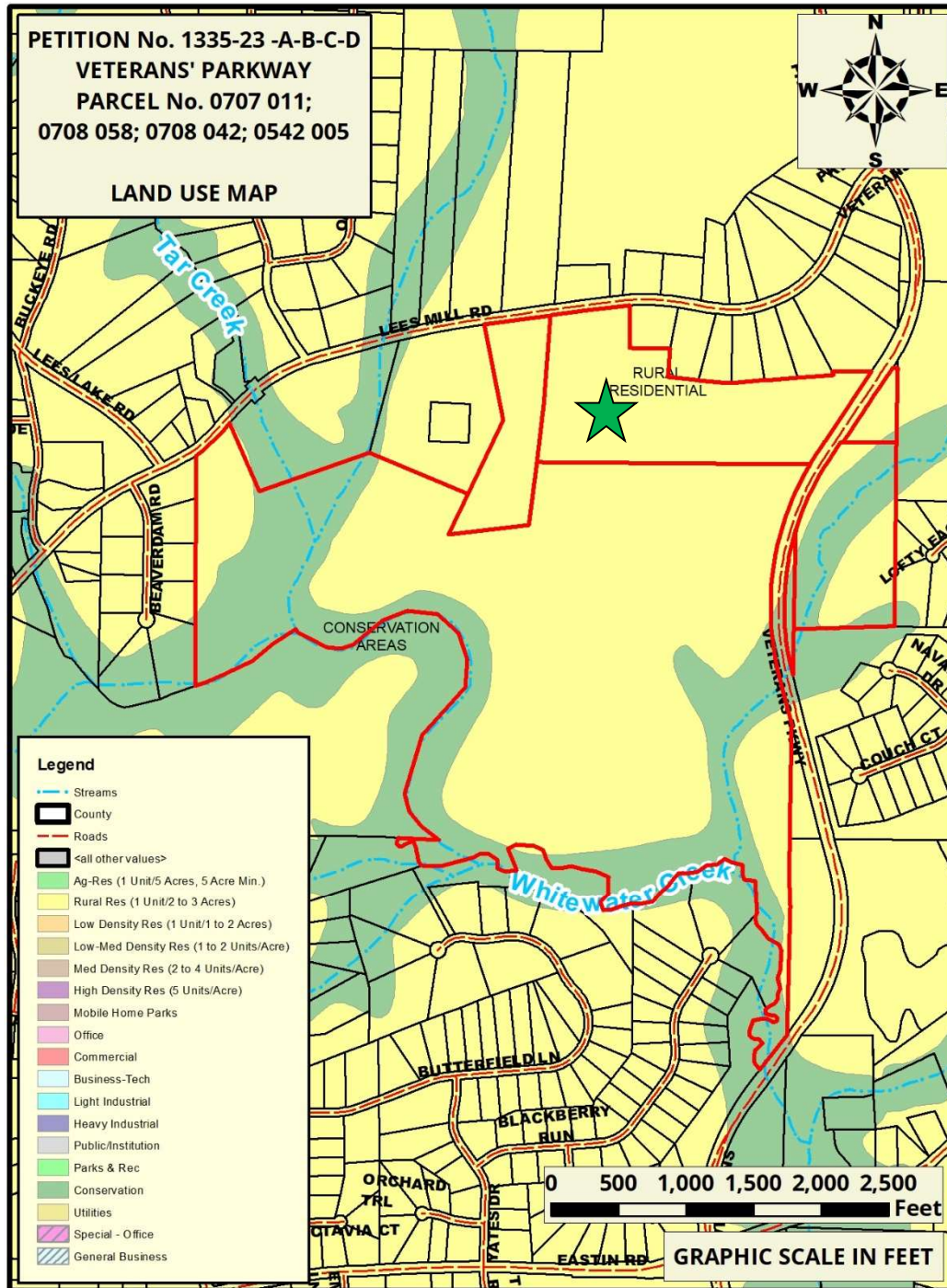
- (22) Shooting range, outdoor.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:
- (1) Lot area: 217,800 square feet (five acres).
 - (2) Lot width: 250 feet.
 - (3) Floor area: 1,200 square feet.
 - (4) Front yard setback:
 - a. Major thoroughfare:
 1. Arterial: 100 feet.
 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
 - (5) Rear yard setback: 75 feet.
 - (6) Side yard setback: 50 feet.
 - (7) a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.
- (e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.
- (Code 1992, § 20-6-1; Ord. of 7-28-2011; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2012-13, § 4, 12-13-2012; Ord. No. 2012-14, § 3, 12-13-2012; Ord. No. 2014-19, § 6,7, 12-11-2014; Ord. No. 2015-05, § 2, 3-26-2015; Ord. No. 2016-12, § 3, 7-28-2016; Ord. No. 2017-04, § 2, 3-23-2017; Ord. No. 2018-03, §§ 11, 12, 9-22-2018)

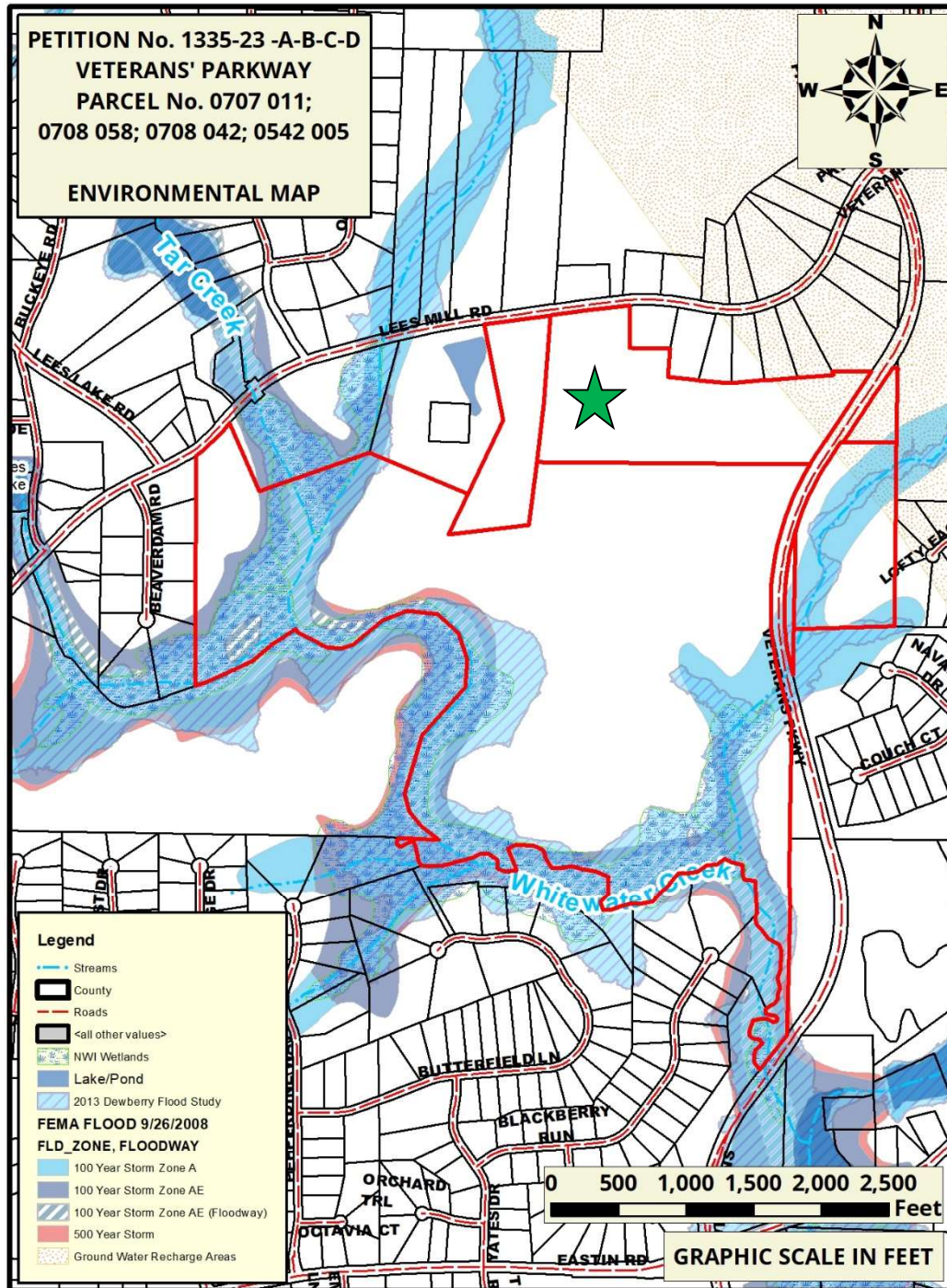


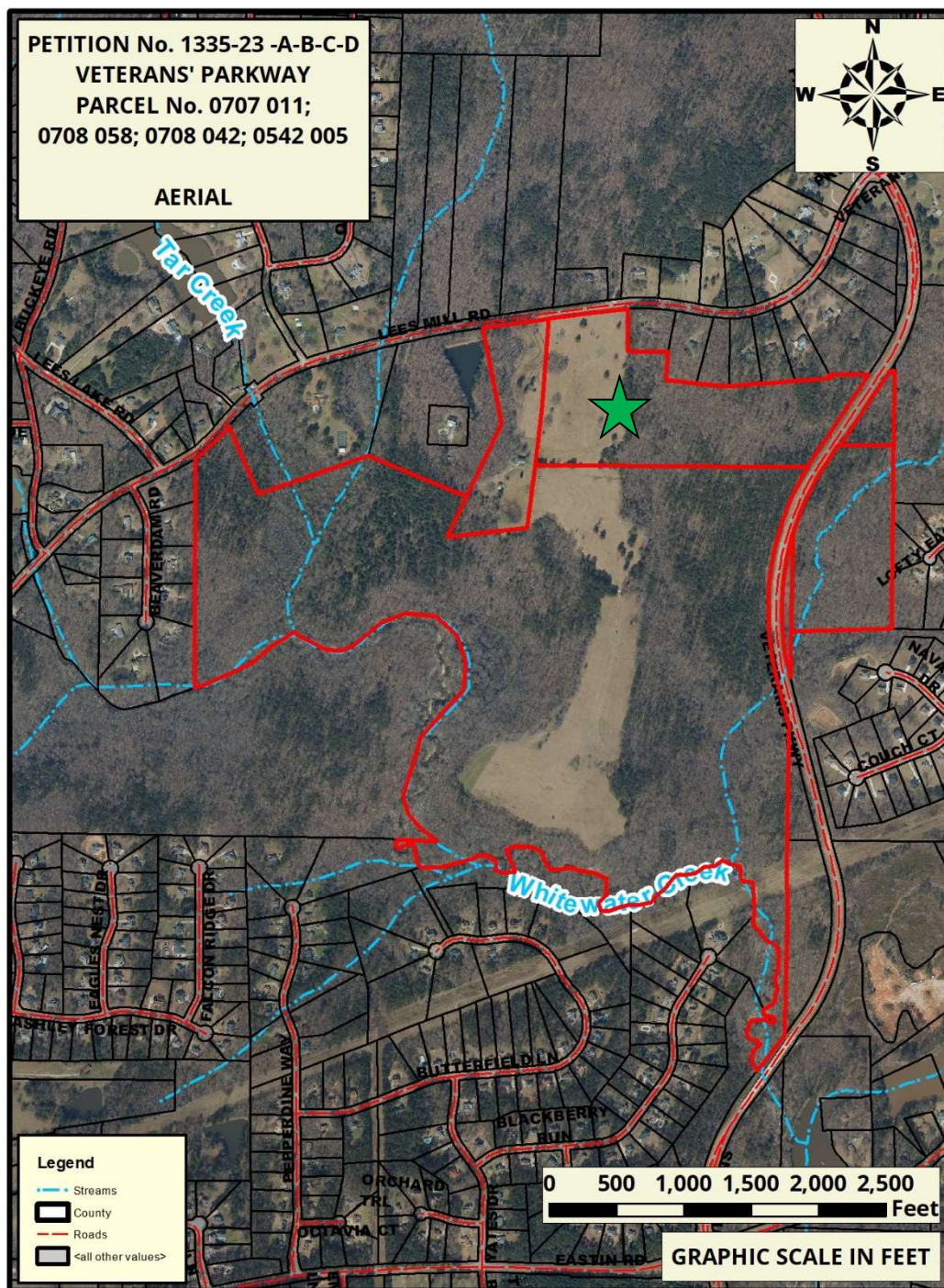












BOARD MEMBERS

Arnold L. Martin - Absent
 John Kruzan
 John H. Culbreth, Sr.
 Danny England
 Jim Oliver

STAFF

Deborah L. Bell, Planning and Zoning Director
 Deborah Sims, Zoning Administrator
 Christina Barker, Zoning Coordinator
 E. Allison Ivey Cox, County Attorney

AGENDA
FAYETTE COUNTY PLANNING COMMISSION MEETING
140 STONEWALL AVENUE WEST
December 7, 2023
7:00 pm

***Please turn off or turn to mute all electronic devices during the
 Planning Commission Meetings**

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
The agenda was amended to move item number 9 to item 5. Danny England made a motion to approve the agenda. John Culbreth seconded the motion. The motion passed 4-0. Arnold L. Martin was absent.
4. Consideration of the Minutes of the meeting held on November 2, 2023.
Danny England made a motion to approve the minutes from the November 2, 2023, meeting. John Kruzan seconded the motion. The motion passed 4-0.

PUBLIC HEARING

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-169.-Conditional use approval. 2) Conditional uses allowed. Bb. Horse show, rodeo, carnival, and/or community fair.
Danny England made a motion to approve the amendment to Sec. 110-169 of the Zoning Ordinance. John Kruzan seconded the motion. The motion passed 4-0.
6. Consideration of Petition No. 1335-23A, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 22.9674 acres from R-70 to A-R. The property is located in Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway.
John Culbreth made a motion to approve Petition No. 1335-23A with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.
7. Consideration of Petition No. 1335-23B, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 237.4382 acres from R-70 to A-R. The

property is located in Land Lots 13, 14, 18 & 19 of the 7th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23B with conditions. John Kruzan seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

8. Consideration of Petition No. 1335-23C, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 39.6621 acres from R-70 to A-R. The property is located in Land Lots 15 of the 7th District and Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23C with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

9. Consideration of Petition No. 1335-23D, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 18.4863 acres from R-70 to A-R. The property is located in Land Lots 14 & 15 of the 7th District and fronts on Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23D with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

PLANNING COMMISSION RECOMMENDATION**DATE:** December 7, 2023**TO:** Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1335-23C, the application of Veterans Parkway and Lees Mill South, LLC to rezone 39.6621 acres from R-70 to A-R, be:

3-1 ~~DE~~ ☒ Approved ☐ Withdrawn ☐ Denied

☐ Tabled until _____

~~DE~~ ☒ Approved with Conditions ☐ See attached page 2.

This is forwarded to you for final action.


JIM OLIVER, CHAIRMAN


JOHN H. CULBRETH, SR., VICE-CHAIRMAN

ARNOLD L. MARTIN III


DANNY ENGLAND


JOHN J. KRUZAN

Remarks:

STATE OF GEORGIA
COUNTY OF FAYETTE

RESOLUTION**NO. 1335-23C**

WHEREAS, Veterans Parkway and Lees Mill South, LLC having come before the Fayette County Planning Commission on December 7, 2023, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

WHEREAS, said request being as follows: Request to rezone 39.662 acres from R-70 to A-R, Land Lot 224 & 225 of the 5th District; Land Lot 15 of the 7th District fronting on Veteran's Parkway and Lees Mill Road, for the purpose of developing a recreational facility.

WHEREAS, the Fayette County Planning Commission having duly convened, and considered said request;

BE IT RESOLVED that the decision of the Fayette County Planning Commission, that said request be **APPROVED WITH CONDITIONS**.

See attached page 2.

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

ATTEST:



JIM OLIVER, CHAIRMAN

**DEBORAH BELL
PLANNING & ZONING DIRECTOR**

Conditions 1335-23 A, B, C, D

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.
7. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 on the east side of Veterans Parkway shall be combined with Parcel No. 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
8. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
9. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.

**APPLICATION TO AMEND
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA**

PROPERTY INFORMATION:

Parcel No. 070711 / 0708042 / 0542005 / 0708058 Acreage: 321.34
 Land Lot: 13,14,15,18,19 / 224, 225 Land District: 5th & 7th
 Address: Lees Mill Road
 Existing Zoning: R70 Requested Zoning: AR
 Zoning of Surrounding Properties: R70
 Existing Use: Pasture/Agriculture Proposed Use: Agriculture/Recreation
 Total Number of Acres Requested to be Rezoned: 321.34
 Land Use Plan Designation: Rural Residential
 Name and Type of Access Road: Lees Mill Road / Veterans Parkway
 Location of Nearest Water Line: Lees Mill Road

PROPERTY OWNER INFORMATION

Name Veterans Pkwy and Lees Mill South, LLC
 Email _____
 Address 3050 Peachtree NW, Suite 740
Atlanta, GA 30305
 Phone _____

AGENT/DEVELOPER INFORMATION

(If not owner)

Name Fayette County Development Authority
 Email nvanderslice@fayettega.org
 Address 200 Courthouse Square
Fayetteville, GA 30214
 Phone 770-461-5253

(THIS AREA TO BE COMPLETED BY STAFF):

PETITION NUMBER: 1335-23

[] Application Insufficient due to lack of: _____

by Staff: _____ Date: _____

[✓] Application and all required supporting documentation is Sufficient and Complete

by Staff: Debbie Bell Date: 10/10/2023

DATE OF PLANNING COMMISSION HEARING: Dec. 7, 2023

DATE OF COUNTY COMMISSIONERS HEARING: Jan. 11, 2024

Received from _____ a check in the amount of \$ _____ for application filing fee, and \$ _____ for deposit on frame for public hearing sign(s).

Date Paid: _____ Receipt Number: _____

Rezoning Application, Fayette County, GA

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

Veterans Pkwy and Lees Mill South, LLC

Please Print Names

Property Tax Identification Number(s) of Subject Property: 0707011 / 0708042 / 0708058 / 0542005

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 224 & 225 of the 5th District, and (if applicable to more than one land district) Land Lot(s) 13, 14, 15, 18, 19 of the 7th District, and said property consists of a total of 321.34 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Fayette County Development Authority to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

[Signature]
Signature of Property Owner 1

3050 Peachtree NW, Suite 740, Atlanta, GA 30305

Address

Rosalinda Matta
Signature of Notary Public

10/10/2023
Date

Signature of Property Owner 2

Address

Signature of Notary Public

Date

Signature of Property Owner 3

Address

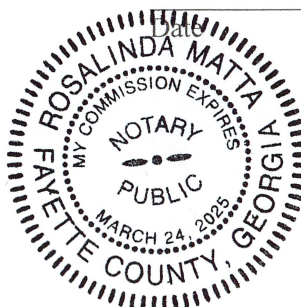
Signature of Notary Public

Date

Signature of Authorized Agent

Address

Signature of Notary Public



OWNER'S AFFIDAVIT

NAME: Veterans Pkwy and Lees Mill South, LLC PETITION NUMBER: _____ADDRESS: 3050 Peachtree NW, Suite 740 Atlanta, GA 30305

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

Veterans Pkwy and Lees Mill South, LLC affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) 5th & 7th Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 600 to cover all expenses of public hearing. He/She petitions the above named to change its classification to AR.

This property includes: (check one of the following)

☒ See attached legal description on recorded deed for subject property or☐ Legal description for subject property is as follows:PUBLIC HEARING to be held by the Planning Commission of Fayette County on the 7th day of December, 2023 at 7:00 P.M.PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the 11th day of January, 2024 at 7:00 P.M.SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 DAY OF OCTOBER, 2023


 SIGNATURE OF PROPERTY OWNER

 SIGNATURE OF PROPERTY OWNER

Rosalinda Matto

 NOTARY PUBLIC


AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, Veterans Pkwy and Lees Mill South, LLC, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 100ft feet of right-of-way along Veterans Parkway and Lees Mill Road as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare)	60-foot right-of-way (30' measured from each side of road centerline)
Collector Street (Major Thoroughfare)	80-foot right-of-way (40' measured from each side of road centerline)
Arterial Street (Major Thoroughfare)	100-foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 10 day of OCTOBER, 2023.

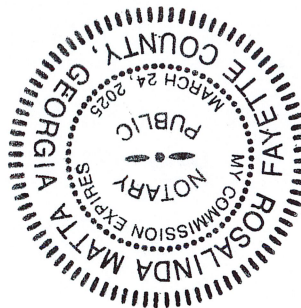


SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER



NOTARY PUBLIC



DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

- A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.
- B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: www.dca.state.ga.us/DRI/.
- C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".
- ☒ The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds .
- ☐ The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this 10th day of October, 2023.



 APPLICANT'S SIGNATURE

**Developments of Regional Impact
Tiers and Development Thresholds**

Type of Development	Metropolitan Regions	Non-metropolitan Regions
(1) Office	Greater than 400,000 gross square feet	Greater than 125,000 gross square feet
(2) Commercial	Greater than 300 000 gross square feet	Greater than 175,000 gross square feet
(3) Wholesale & Distribution	Greater than 500 000 gross square feet	Greater than 175,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day
(5) Housing	Greater than 400 new lots or units	Greater than 125 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1, 600 workers; or covering more than 400 acres	Greater than 175,000 gross square feet; or employing more than 500 workers; or covering more than 125 acres
(7) Hotels	Greater than 400 rooms	Greater than 250 rooms
(8) Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	Gross square feet greater than 125,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 40 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
(9) Airports	All new airports runways and runway extensions	Any new airport with a paved runway; or runway additions of more than 25% of existing runway length
(10) Attractions & Recreational Facilities	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000
(11) Post-Secondary School	New school with a capacity of more than 2,400 students or expansion by at least 25 percent of capacity	New school with a capacity of more than 750 students or expansion by at least 25 percent of capacity
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility or expansion of use of an existing facility by 50 percent or more
(13) Quarries, Asphalt &, Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(14) Wastewater Treatment Facilities	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(15) Petroleum Storage Facilities	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels
(16) Water Supply, Intakes/Reservoirs	New Facilities	New Facilities
(17) Intermodal Terminals	New Facilities	New Facilities
(18) Truck Stops	A new facility with more than three diesel fuel pumps; or spaces.	A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces.
(19) Any other development types not identified above (includes parking facilities)	1000 parking spaces	1000 parking spaces

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DISCLOSURE STATEMENT

(Please check one)

Campaign contributions: X No Yes (see attached disclosure report)

TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

§ 36-67A-3. Disclosure of campaign contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

HISTORY: Code 1981, § 36-67A-3, enacted by Ga. L. 1986, p. 1269, § 1; Ga. L. 1991, p. 1365, § 1; Ga. L. 1993, p. 91, § 36.

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

(All applications/documentation must be complete at the time of application submittal or the application will not be accepted)

- ☒ Application form and all required attachments completed, signed, and notarized, as applicable.
- ☒ Copy of latest recorded deed, including legal description of the boundaries of the subject property to be rezoned.
- ☒ Boundary Survey (Separate from Conceptual Plan; 1 paper copy and 1 electronic copy in .pdf format), drawn to scale, showing north arrow, land lot and district, dimensions, and street location of the property, prepared (signed & sealed) by a land surveyor.
- ☒ Legal Description (must have metes and bounds) – 1 paper copy and 1 electronic copy in Microsoft Word .docx format
- ☒ Conceptual Plan (1 paper copy and 1 electronic file in .pdf format). The Conceptual Plan is not required to be signed and sealed by a registered surveyor, engineer or architect. The Conceptual Plan may be prepared on the boundary line survey; however it is required to be drawn to scale, and include all applicable items below:
 - ☒ a. The total area of the subject property to be rezoned (to the nearest one-hundredth of an acre), the existing zoning district(s) of the subject property, and the area within each zoning district if more than one district.
 - ☒ b. Approximate location and size of proposed structures, use areas and improvements (parking spaces, and aisles, drives, etc.) on the subject property for non-residential rezoning requests, including labeling the proposed use of each proposed structure/use area.
 - ☒ c. General layout of a proposed subdivision (residential or non-residential) including the delineation of streets and lots. The items of b. above are not required in this instance but may be included if known.
 - ☒ d. Approximate location and size of existing structures and improvements on the parcel, if such are to remain. Structures to be removed must be indicated and labeled as such.
 - ☒ e. Minimum zoning setbacks and buffers, as applicable.
 - ☒ f. Location of all existing and proposed easements and streets on or adjacent to the subject property, indicating type and width of existing and proposed easements and centerline of streets including width of right-of-way.
 - ☒ g. Location and dimensions of exits/entrances to the subject property.
 - ☒ h. Approximate location and elevation of the 100-year flood plain and Watershed Protection Ordinance requirements, as applicable.
 - ☒ i. Approximate location of proposed on-site stormwater facilities, including detention or retention facilities.
- ☒ A letter of intent for a non-residential rezoning request, including the proposed use(s).

Type: WD
 Recorded: 3/3/2023 11:44:00 AM
 Fee Amt: \$6,879.10 Page 1 of 8
 Transfer Tax: \$6,854.10
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

Participant ID: 6405611605

BK 5592 PG 507 - 514

After recording return to:
 Calloway Title and Escrow, LLC
 4170 Ashford Dunwoody Rd. Ste. 525
 Atlanta, GA 30319

2-42146

After Recording, Return to:

Cushing Morris Armbruster & Montgomery, LLP
 191 Peachtree Street, N.E., Suite 4500
 Atlanta, Georgia 30303
 Attn: Elizabeth S. Harps

Parcel Nos.:

0542 005
 0707 011
 0708 042
 0708 050

**STATE OF GEORGIA
 COUNTY OF FAYETTE**

LIMITED WARRANTY DEED

THIS INDENTURE, made this 3rd day of March 2023, between GREEN PROPERTIES PARTNERS, L.L.L.P., a Georgia limited liability limited partnership (herein called "Grantor") and VETERANS PKWY AND LEES MILL SOUTH, LLC, a Delaware limited liability company (herein called "Grantee").

WITNESSETH that: for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor 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 THOSE TRACTS or parcels of land lying and being in Land Lots 13, 14, 15, 18 and 19 of the 7th District and Land Lots 224 and 225 of the 5th District of Fayette County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said tracts or parcels of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise 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 lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, subject however, to those matters set forth on Exhibit B, attached hereto and incorporated herein by this reference.

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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:

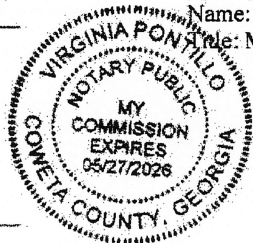
Dan Laszlo
Unofficial Witness

K. Pont
Notary Public

(NOTARY SEAL)

My Commission Expires:

5.27.26



GRANTOR:

GREEN PROPERTIES PARTNERS, L.L.P.

By: *Edward C. Wyatt* (SEAL)

Name: Edward C. Wyatt

Title: Managing General Partner

Signed, sealed and delivered
in the presence of:

Dan Laszlo
Unofficial Witness

K. Pont
Notary Public

(NOTARY SEAL)

My Commission Expires:

5.27.26



By: *John B. Green* (SEAL)

Name: John B. Green

Title: General Partner

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EXHIBIT A
Legal Description

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lots 224 & 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass -- Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said line of Veteran's Parkway and running with the said land lot line, North 01° 28' 30" East, 358.02 feet to a nail found in stone being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said land lot line

1. North 00° 54' 25" East, 694.56 feet to a point on the aforesaid line of Veteran's Parkway; thence, leaving the aforesaid land lot line and running with the said line of Veteran's Parkway
2. 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence,
3. North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225; thence, leaving the aforesaid line of Veteran's Parkway and running
4. South 89° 06' 17" East, 191.29 feet to a 1 inch iron rod found; thence,
5. South 00° 55' 13" West, 739.81 feet across the aforesaid land lot line common to land lots 224 and 225 to a 1 inch pipe found; thence,
6. South 00° 50' 38" West, 944.77 feet to a ½ inch rebar found; thence,
7. North 89° 25' 56" West, 734.45 feet to the Point of Beginning, containing 1,000,459 square feet or 22.9674 acres of land, more or less.

TRACT 2 (INCLUDING GAP):

All that tract or parcel of land lying and being in Land Lot 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a 1 inch open top pipe found at the northeast corner of Virginia Lake Estate -- Unit Two per plat recorded among the Land Records of Fayette County, Georgia in Plat Book 17, Page 154, said point being the Land Lot Corner common to Land Lots 15, 16, 17 & 18 of the 7th District as identified in Deed Book 4398, Page 25, Plat Book 8, Page 127 & Plat Book 17, Page 154, aforesaid records; thence, leaving said point and running along the said land lot line common to land lots 15 & 16

1. North 88° 54' 39" East, 237.95 feet; thence, leaving the aforesaid land lot line and running
2. South 00° 49' 15" West, 2,064.62 feet to a point on the Northerly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
3. 210.86 feet along the arc of a curve deflecting to the left, having a radius of 7,055.50 feet and a chord bearing and distance of South 77° 59' 38" West, 210.86 feet; thence,
4. South 77° 08' 16" West, 34.80 feet to a point on the aforesaid land lot line common to land lots 15 & 18; thence, leaving the aforesaid line of Lee's Mill Road and running with the said land lot line and partially along the aforesaid easterly subdivision line of Virginia Lake Estate -- Unit Two
5. North 00° 51' 51" East, 2,111.73 feet to the Point of Beginning, containing 498,074 square feet or 11.4343 acres of land, more or less.

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TRACT 3A:

All that tract or parcel of land lying and being in Land Lots 13, 14, 15, 18 & 19 of the 7th District, and Land Lots 224 & 225 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District; thence leaving the said Point of Beginning and running with the said land lot line common to land lots 13 & 193

1. South 00° 40' 30" West, 1,444.84 feet to a ½ inch rebar with cap "LSF810" set on the Northwestern Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), thence, running with the said line of Veteran's Parkway
2. South 35° 00' 07" West, 346.23 feet to a point in the centerline of Whitewater Creek; thence, running with the meanderings of the said creek centerline the following courses and distances
3. North 45° 26' 00" West, 52.34 feet; thence,
4. North 15° 05' 40" West, 61.60 feet; thence,
5. North 33° 40' 34" East, 68.06 feet; thence,
6. North 24° 05' 05" East, 53.32 feet; thence,
7. North 67° 02' 50" West, 61.54 feet; thence,
8. North 39° 47' 04" West, 58.96 feet; thence,
9. North 04° 25' 30" East, 81.78 feet; thence,
10. North 66° 19' 09" East, 75.19 feet; thence,
11. South 67° 56' 31" East, 80.42 feet; thence,
12. North 68° 39' 24" East, 64.82 feet; thence,
13. North 21° 33' 28" West, 43.65 feet; thence,
14. North 81° 08' 28" West, 73.51 feet; thence,
15. North 09° 02' 29" West, 42.06 feet; thence,
16. North 62° 39' 15" East, 94.52 feet; thence,
17. North 15° 03' 31" East, 76.25 feet; thence,
18. North 03° 26' 29" West, 125.78 feet; thence,
19. North 17° 33' 00" East, 102.77 feet; thence,
20. North 00° 56' 30" East, 96.75 feet; thence,
21. North 41° 20' 06" West, 37.61 feet; thence,
22. North 54° 40' 04" West, 77.14 feet; thence,
23. North 40° 14' 36" West, 144.79 feet; thence,
24. North 11° 15' 52" West, 69.06 feet; thence,
25. North 01° 06' 42" West, 238.14 feet; thence,
26. North 80° 07' 45" West, 44.04 feet; thence,
27. North 58° 51' 35" West, 58.42 feet; thence,
28. North 17° 26' 59" West, 116.95 feet; thence,
29. North 81° 13' 11" West, 116.28 feet; thence,
30. South 68° 06' 09" West, 215.77 feet; thence,
31. South 84° 49' 40" West, 107.71 feet; thence,
32. South 44° 29' 15" West, 204.77 feet; thence,
33. South 36° 37' 43" West, 96.46 feet; thence,
34. South 69° 44' 43" West, 122.68 feet; thence,
35. North 64° 58' 27" West, 78.08 feet; thence,
36. South 60° 44' 06" West, 108.13 feet; thence,
37. North 84° 50' 29" West, 115.56 feet; thence,
38. North 16° 49' 20" East, 74.95 feet; thence,
39. North 15° 39' 17" West, 80.38 feet; thence,
40. North 34° 16' 25" East, 93.39 feet; thence,
41. North 71° 01' 33" West, 194.53 feet; thence,
42. North 65° 03' 53" West, 102.99 feet; thence,

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43. South 65° 12' 27" West, 94.55 feet; thence,
44. South 83° 17' 15" West, 64.59 feet; thence,
45. North 30° 00' 15" West, 49.05 feet; thence,
46. North 36° 18' 32" East, 39.82 feet; thence,
47. North 07° 35' 22" East, 42.86 feet; thence,
48. North 49° 44' 27" West, 96.42 feet; thence,
49. North 75° 48' 16" West, 84.65 feet; thence,
50. South 67° 48' 51" West, 145.31 feet; thence,
51. South 62° 20' 47" West, 44.73 feet; thence,
52. South 79° 37' 03" West, 68.08 feet; thence,
53. North 85° 56' 27" West, 133.35 feet; thence,
54. South 64° 19' 32" West, 132.92 feet; thence,
55. South 75° 08' 03" West, 95.65 feet; thence,
56. South 57° 22' 02" West, 84.02 feet; thence,
57. South 71° 54' 28" West, 48.62 feet; thence,
58. North 37° 38' 36" West, 111.11 feet; thence,
59. North 15° 39' 31" West, 143.31 feet; thence,
60. South 69° 54' 53" West, 127.48 feet; thence,
61. North 60° 47' 50" West, 53.74 feet; thence,
62. North 05° 29' 39" West, 28.72 feet; thence,
63. North 34° 35' 02" East, 74.66 feet; thence,
64. North 01° 34' 59" East, 112.94 feet; thence,
65. North 14° 00' 55" East, 139.98 feet; thence,
66. North 61° 45' 08" East, 101.74 feet; thence,
67. North 43° 52' 38" East, 172.86 feet; thence,
68. North 10° 51' 27" West, 118.23 feet; thence,
69. North 25° 16' 24" East, 96.62 feet; thence,
70. North 03° 15' 12" West, 116.30 feet; thence,
71. North 85° 38' 58" West, 74.75 feet; thence,
72. North 21° 54' 17" West, 88.51 feet; thence,
73. North 38° 24' 13" East, 69.87 feet; thence,
74. North 03° 18' 09" East, 107.80 feet; thence,
75. North 40° 03' 01" East, 54.25 feet; thence,
76. South 68° 03' 26" East, 78.30 feet; thence,
77. North 46° 32' 02" East, 49.39 feet; thence,
78. North 27° 07' 58" West, 124.11 feet; thence,
79. North 20° 49' 37" East, 113.43 feet; thence,
80. North 13° 19' 15" West, 152.30 feet; thence,
81. North 25° 08' 33" East, 68.82 feet; thence,
82. North 05° 05' 06" West, 54.49 feet; thence,
83. North 51° 45' 13" West, 78.77 feet; thence,
84. North 71° 21' 14" West, 90.14 feet; thence,
85. South 85° 31' 31" West, 108.82 feet; thence,
86. North 67° 39' 15" West, 74.46 feet; thence,
87. South 70° 04' 59" West, 49.64 feet; thence,
88. South 87° 20' 23" West, 80.80 feet; thence,
89. South 50° 30' 21" West, 199.13 feet; thence,
90. South 74° 58' 42" West, 288.14 feet; thence,
91. North 72° 04' 07" West, 118.00 feet; thence,
92. South 84° 20' 07" West, 122.08 feet; thence,
93. North 73° 31' 36" West, 90.81 feet; thence,
94. South 63° 12' 14" West, 167.50 feet; thence,
95. South 53° 54' 41" West, 226.91 feet; thence,
96. South 67° 35' 25" West, 366.69 feet; thence, leaving the aforesaid centerline of Whitewater Creek and running
97. North 00° 54' 44" East, 1,693.02 feet to a 5/8 inch rebar found; thence,

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98. North 00° 54' 44" East, 10.02 feet to a ½ inch rebar with cap "LSF810" set on the Southeasterly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
99. 207.85 feet along the arc of a curve deflecting to the left, having a radius of 873.69 feet and a chord bearing and distance of North 49° 15' 42" East, 207.36 feet; thence,
100. North 42° 26' 46" East, 300.34 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
101. South 21° 25' 02" East, 546.56 feet to a ½ inch rebar found; thence,
102. North 82° 24' 22" East, 864.32 feet to a ½ inch rebar found; thence,
103. South 78° 13' 04" East, 772.15 feet to a ½ inch rebar found; thence,
104. South 09° 21' 49" West, 466.07 feet to a ½ inch rebar found inside pipe; thence,
105. North 76° 31' 18" East, 600.23 feet to a ½ inch rebar found; thence,
106. North 02° 34' 38" East, 894.88 feet to a ½ inch rebar found; thence,
107. North 03° 47' 35" West, 667.43 feet to a ½ inch rebar found on the aforesaid line of Lee's Mill Road; thence, running with the said line of Lee's Mill Road
108. 86.20 feet along the arc of a curve deflecting to the right, having a radius of 3,391.93 feet and a chord bearing and distance of North 81° 38' 00" East, 86.20 feet; thence,
109. North 82° 21' 41" East, 347.96 feet; thence,
110. 111.22 feet along the arc of a curve deflecting to the right, having a radius of 5,391.92 feet and a chord bearing and distance of North 82° 57' 09" East, 111.22 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
111. South 02° 22' 53" East, 309.13 feet to a ½ inch rebar found; thence,
112. South 89° 04' 48" East, 314.26 feet to a ½ inch rebar found; thence,
113. South 00° 51' 29" West, 199.88 feet to a ½ inch rebar found; thence,
114. South 86° 00' 41" East, 451.75 feet to a ½ inch rebar found; thence,
115. North 83° 34' 48" East, 723.13 feet to a ½ inch rebar found; thence,
116. South 89° 10' 31" East, 326.23 feet to a ½ inch rebar with cap "LSF810" set on the aforesaid line of Veteran's Parkway; thence, running with the said line of Veteran's Parkway
117. South 33° 54' 01" West, 767.11 feet to a point being 0.46' northwest of a concrete r/w monument found; thence,
118. 1,733.78 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 09° 40' 18" West, 1,682.57 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,
119. South 14° 33' 26" East, 361.19 feet to a ½ inch rebar with cap "LSF810" set at the intersection of the said line of Veteran's Parkway and the said land lot line common to land lots 14 and 224; thence, leaving the said line of Veteran's Parkway and running with the said land lot line
120. South 01° 00' 10" West, 833.74 feet to the Point of Beginning, containing 11,993,375 square feet or 275.3300 acres of land, more or less.

TRACT 3B:

All that tract or parcel of land lying and being in Land Lot 14, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and running with the said line of Veteran's Parkway

1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, leaving the aforesaid line of Veteran's Parkway and running
2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; thence,

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3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 52,201 square feet or 1.1984 acres of land, more or less.

TRACT 3C:

All that tract or parcel of land lying and being in Land Lot 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway, 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence, North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225 of the 5th District to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Veteran's Parkway

1. North 33° 54' 01" East, 277.73 feet to a ½ inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Veteran's Parkway and running
2. South 89° 10' 31" East, 39.44 feet to a ½ inch rebar found; thence,
3. South 00° 45' 21" West, 232.96 feet to a 1 inch iron rod found; thence,
4. North 89° 06' 17" West, 191.29 feet to the Point of Beginning, containing 26,871 square feet or 0.6169 of an acre of land, more or less.

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EXHIBIT B
Permitted Encumbrances

1. All taxes for the year 2023 and subsequent years.
2. Right of Way Agreement recorded in Deed Book 32, Page 575, aforesaid Records.
3. Easement for Right-of-Way recorded in Deed Book 524, Page 338, aforesaid Records.
4. Permanent Construction/Slope Easement from Green Properties Partners, L.L.L.P. to Fayette County, recorded in Deed Book 3860, Page 136, aforesaid Records.
5. All matters as shown on that certain survey entitled "ALTA/NSPS Land Title Survey To: Veterans Pkwy and Lees Mill South, LLC & First American Title Insurance Company", prepared by TerraMark Land Surveying, Inc., bearing the seal and certification of Paul B. Cannon, Georgia Registered Land Surveyor No. 2928, dated December 22, 2022, last revised February 9, 2023, being designated as Project No. 2022-261.

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PROPERTY DESCRIPTION

“Lee’s Mill Road and Veteran’s Parkway – Tract 4A & 4B” Tax Parcel ID #0707 042

Tract 4A

All that tract or parcel of land lying and being in Land Lot 15 of the 7th District, and Land Lots 224 & 225 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District; thence leaving said point and running with the said land lot line common to land lots 14 & 224; North 01° 00' 10" East, 833.74 feet to a ½ inch rebar with cap “LSF810” set at the intersection of the said Land Lot Line and the Northwesterly Right-of-Way Line of Veteran’s Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), thence, leaving the said Land Lot Line and running with the said line of Veteran’s Parkway, North 14° 33' 26" West, 361.19 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence, 1,635.59 feet along the arc of a curve deflecting to the right, having a radius of 2,050.00 feet and a chord bearing and distance of North 08° 17' 58" East, 1,592.55 feet to the Point of Beginning of the herein described tract or parcel of land; thence, leaving the said line of Veteran’s Parkway and running along a line which becomes the Land Lot Line common to Land Lots 14 and 15 of the 7th District

1. North 89° 01' 51" West, 1,854.36 feet; thence, leaving the aforesaid Land Lot Line common to Land Lots 14 & 15 and running
2. North 02° 34' 38" East, 419.18 feet to a ½ inch rebar found; thence,
3. North 03° 47' 35" West, 667.43 feet to a ½ inch rebar found on the aforesaid line of Lee’s Mill Road; thence, running with the said line of Lee’s Mill Road
4. 86.20 feet along the arc of a curve deflecting to the right, having a radius of 3,391.93 feet and a chord bearing and distance of North 81° 38' 00" East, 86.20 feet; thence,
5. North 82° 21' 41" East, 347.96 feet; thence,
6. 111.22 feet along the arc of a curve deflecting to the right, having a radius of 5,391.92 feet and a chord bearing and distance of North 82° 57' 09" East, 111.22 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee’s Mill Road and running
7. South 02° 22' 53" East, 309.13 feet to a ½ inch rebar found; thence,
8. South 89° 04' 48" East, 314.26 feet to a ½ inch rebar found; thence,
9. South 00° 51' 29" West, 199.88 feet to a ½ inch rebar found; thence,
10. South 86° 00' 41" East, 451.75 feet to a ½ inch rebar found; thence,
11. North 83° 34' 48" East, 723.13 feet to a ½ inch rebar found; thence,
12. South 89° 10' 31" East, 326.23 feet to a ½ inch rebar with cap “LSF810” set on the aforesaid line of Veteran’s Parkway; thence, running with the said line of Veteran’s Parkway
13. South 33° 54' 01" West, 767.11 feet to a point being 0.46’ northwest of a concrete r/w monument found; thence,
14. 98.19 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 32° 31' 42" West, 98.18 feet to the Point of Beginning, containing 1,700,807 square feet or 39.0452 acres of land, more or less.

Together With:

Tract 4B

All that tract or parcel of land lying and being in Land Lot 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway, 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence, North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225 of the 5th District to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Veteran's Parkway

1. North 33° 54' 01" East, 277.73 feet to a ½ inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Veteran's Parkway and running
2. South 89° 10' 31" East, 39.44 feet to a ½ inch rebar found; thence,
3. South 00° 45' 21" West, 232.96 feet to a 1 inch iron rod found; thence,
4. North 89° 06' 17" West, 191.29 feet to the Point of Beginning, containing 26,871 square feet or 0.6169 of an acre of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

FAYETTE COUNTY

PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23A
Owner/Agent: Veterans Parkway and Lees Mill South, LLC, Owner
Fayette County Development Authority, Agent
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0542 005
Area of Property: 22.9674 acres
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 224 & 225 of the 5th District

Fronts on: Veterans Parkway
Legal Description:
"Veteran's Parkway - Tract 1"

All that tract or parcel of land lying and being in Land Lots 224 & 225, 5th District, Fayette

County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly

Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and the said line of Veteran's Parkway and running with the said land lot line, North 28° 30' East, 358.02 feet to a nail found in stone being the True Point of Beginning of the herein described tract or parcel of land; then, leaving the said Point of Beginning and continuing along the said land lot line

1. North 00° 54' 25" East, 694.56 feet to a point on the aforesaid line of Veteran's Parkway;

then, leaving the aforesaid land lot line and running with the said line of Veteran's

Parkway 2, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; then, leaving said point and the said line of Veteran's Parkway and running 4. South 89° 06' 17" East, 191.29 feet to a 1 inch iron rod found; then, 5. South 00° 55' 13" West, 739.81 feet across the aforesaid land lot line common to land lots 224 and 225 to a 1/2 inch rebar found; then, 7. North 89° 25' 56" West, 734.45 feet to the Point of Beginning, containing 1,000.459 square feet or 22.9674 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

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PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23B
Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0707 011

Area of Property: 236.2848 acres (Tract 3A) & 1.1984 acres (Tract 3B)
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 13, 14, 18 & 19 of the 7th District; 224 of the 5th District

Fronts on: Veterans Parkway & Lees Mill Road
Legal Description:

"Lee's Mill Road and Veteran's Parkway - Tract 3A & 3B" Tax Parcel 1D

All that tract or parcel of land lying and being in Land Lots 13, 14, 18 & 19 of the 7th District, and Land Lot 224 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lot 193 & 224 of the 5th District; then, leaving the said Point of

Beginning and running with the said land lot line common to land lots 13 & 193

1. South 00° 40' 30" West, 1,444.84 feet to a 1/2 inch rebar with cap "LSF810" set on the Northwestly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide

r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West

Fayetteville Bypass - Phase II), then, running with the said line of Veteran's Parkway 2. South 35° 00' 07" West, 346.22 feet to a point in the centerline of Whitewater Creek; then, running with the meanderings of the said creek centerline the following courses and distances 3. North 45° 26' 00" West, 52.34 feet; then, 4. North 15° 05' 40" West, 61.60 feet; then, 5. North 33° 40' 34" East, 68.06 feet; then, 6. North 24° 05' 05" East, 53.32 feet; then, 7. North 67° 02' 30" West, 61.54 feet; then, 8. North 39° 47' 04" West, 58.96 feet; then, 9. North 04° 25' 30" East, 81.78 feet; then, 10. North 66° 19' 09" East, 75.19 feet; then, 11. South 67° 56' 31" East, 80.42 feet; then, 12. North 68° 39' 24" East, 64.82 feet; then, 13. North 21° 33' 28" West, 43.65 feet; then, 14. North 81° 08' 28" West, 73.51 feet; then, 15. North 09° 02' 29" West, 42.06 feet; then, 16. North 62° 39' 15" East, 94.52 feet; then, 17. North 15° 03' 31" East, 76.25 feet; then, 18. North 03° 26' 29" West, 125.78 feet; then, 19. North 17° 33' 00" East, 102.77 feet; then, 20. North 00° 56' 30" East, 96.75 feet; then,

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 22.9674 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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Wednesday, November 22, 2023

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21. North 41° 20' 06" West, 37.61 feet; then, 22. North 54° 40' 04" West, 77.14 feet; then, 23. North 40° 14' 36" West, 144.79 feet; then, 24. North 11° 15' 52" West, 69.06 feet; then, 25. North 01° 06' 49" West, 238.14 feet; then, 26. North 80° 07' 45" West, 44.04 feet; then, 27. North 58° 51' 35" West, 58.42 feet; then, 28. North 17° 26' 59" West, 116.05 feet; then, 29. North 81° 13' 11" West, 116.28 feet; then, 30. South 68° 06' 00" West, 215.77 feet; then, 31. South 84° 49' 40" West, 107.71 feet; then, 32. South 44° 29' 15" West, 204.77 feet; then, 33. South 36° 37' 43" West, 96.46 feet; then, 34. South 69° 44' 43" West, 122.08 feet; then, 35. North 64° 58' 27" West, 78.08 feet; then, 36. South 60° 44' 06" West, 108.13 feet; then, 37. North 84° 50' 29" West, 115.56 feet; then, 38. North 16° 49' 20" East, 74.95 feet; then, 39. North 15° 39' 17" West, 80.38 feet; then, 40. North 34° 16' 25" East, 93.39 feet; then, 41. North 71° 01' 33" West, 194.53 feet; then, 42. North 65° 03' 53" West, 102.99 feet; then, 43. South 65° 12' 27" West, 94.55 feet; then, 44. South 83° 17' 15" West, 64.59 feet; then, 45. North 30° 00' 15" West, 49.05 feet; then, 46. North 36° 18' 32" East, 39.82 feet; then, 47. North 07° 35' 22" East, 42.86 feet; then, 48. North 49° 44' 27" West, 96.42 feet; then, 49. North 75° 48' 16" West, 84.65 feet; then, 50. South 07° 48' 51" West, 145.31 feet; then, 51. South 62° 20' 47" West, 44.73 feet; then, 52. South 79° 37' 03" West, 68.08 feet; then, 53. North 85° 36' 27" West, 133.35 feet; then, 54. South 64° 19' 32" West, 132.92 feet; then, 55. South 75° 08' 03" West, 95.65 feet; then, 56. South 57° 22' 02" West, 84.02 feet; then, 57. South 71° 54' 28" West, 48.62 feet; then, 58. North 37° 38' 36" West, 111.11 feet; then, 59. North 15° 39' 31" West, 143.31 feet; then, 60. South 69° 54' 53" West, 127.48 feet; then, 61. North 60° 47' 50" West, 53.74 feet; then, 62. North 05° 29' 39" West, 28.72 feet; then, 63. North 34° 35' 02" East, 74.66 feet; then, 64. North 01° 34' 59" East, 112.94 feet; then, 65. North 14° 00' 55" East, 130.98 feet; then, 66. North 61° 45' 08" East, 101.74 feet; then, 67. North 43° 27' 38" East, 172.86 feet; then, 68. North 10° 31' 27" West, 116.23 feet; then, 69. North 25° 16' 24" East, 96.62 feet; then, 70. North 03° 15' 12" West, 116.30 feet; then, 71. North 85° 38' 58" West, 74.75 feet; then, 72. North 21° 54' 17" West, 88.51 feet; then, 73. North 38° 24' 13" East, 60.89 feet; then, 74. North 03° 18' 05" East, 107.80 feet; then, 75. North 40° 03' 01" East, 54.25 feet; then, 76. South 68° 03' 26" East, 78.30 feet; then, 77. North 46° 32' 02" East, 49.39 feet; then, 78. North 27° 07' 58" West, 124.11 feet; then, 79. North 20° 49' 37" East, 113.43 feet; then, 80. North 13° 10' 15" West, 152.30 feet; then, 81. North 25° 08' 33" East, 68.82 feet; then, 82. North 05° 05' 06" West, 54.49 feet; then, 83. North 51° 45' 13" West, 78.77 feet; then, 84. North 71° 21' 14" West, 90.14 feet; then, 85. South 85° 31' 31" West, 108.82 feet; then, 86. North 67° 39' 15" West, 74.46 feet; then, 87. South 70° 04' 59" West, 49.64 feet; then, 88. South 87° 20' 23" West, 80.80 feet; then, 89. South 30° 30' 21" West, 199.13 feet; then, 90. South 74° 58' 42" West, 288.14 feet; then, 91. North 72° 04' 07" West, 118.00 feet; then, 92. South 84° 20' 07" West, 122.08 feet; then, 93. North 73° 31' 36" West, 90.81 feet; then, 94. South 63° 12' 14" West, 167.50 feet; then, 95. South 53° 54' 41" West, 226.91 feet; then, 96. South 67° 35' 25" West, 366.69 feet; then, leaving the aforesaid centerline of Whitewater Creek and running 97. North 00° 54' 44" East, 1,093.02 feet to a 5/8 inch rebar found; then, 98. North 00° 54' 44" East, 10.02 feet to a 1/2 inch rebar with cap "LSF810" set on the Southeastly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); then, running with the said line of Lee's Mill Road 99. 207.85 feet along the arc of a curve deflecting to the left, having a

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 22.9674 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23C
Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0708 042

Area of Property: 39.0452 acres (Tract 4A) & 0.6169 acres (Tract 4B)
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 15 of the 7th District

224 & 225 of the 5th District
Fronts on: Veterans Parkway & Lees Mill Road
Legal Description:

"Lee's Mill Road and Veteran's Parkway - Tract 4A & 4B" Tax Parcel 1D

All that tract or parcel of land lying and being in Land Lot 15 of the 7th District, and Land Lots 224 & 225 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in rock at the Land Lot Corner

common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District;

then, leaving said point and running with the said land lot line common to land lots 14 & 224;

North 01° 00' 10" East, 833.74 feet to a 1/2 inch rebar with cap "LSF810" set at the intersection of the said Land Lot Line and the Northwestly Right-of-Way Line of Veteran's Parkway,

(apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way

Plans (West Fayetteville Bypass - Phase II), then, leaving the said Land Lot Line and running with the said line of Veteran's Parkway, North 14° 33' 26" West, 361.19 feet to a point being 1.16 feet northwest of a concrete r/w monument found; then, leaving said point and the arc of a curve deflecting to the right, having a radius of 2,050.00 feet and a chord bearing and distance of North 08° 17' 58" East, 1,592.55 feet to the Point of Beginning of the herein described tract or parcel of land; then, leaving the said line of Veteran's Parkway and running along a line which becomes the Land Lot Line common to Land Lots 14 and 15 of the 7th District 1. North 89° 01' 51" West, 1,854.36 feet; then, leaving the aforesaid Land Lot Line common to Land Lots 14 & 15 and running 2. North 02° 34' 38" East, 419.18 feet to a 1/2 inch rebar found; then, 3. North 03° 47' 35" West, 667.43 feet to a 1/2 inch rebar found on the aforesaid line of Lee's Mill Road; then, running with the said line of Lee's Mill Road 4. 86.20 feet along the arc of a curve deflecting to the right, having a radius of 3,391.93 feet and a chord bearing and distance of North 81° 38' 00" East, 86.90 feet; then, 5. North 82° 21' 41" East, 347.96 feet; then, 6. 111.22 feet along the arc of a curve deflecting to the right, having a radius of 5,391.92 feet and a chord bearing and distance of North 82° 57' 09" East, 111.22 feet to a 1/2 inch rebar found; then, leaving the aforesaid line of

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Wednesday, November 22, 2023

Lee's Mill Road and running 7. South 02° 22' 53" East, 309.13 feet to a ½ inch rebar found; thence, 8. South 89° 04' 48" East, 314.26 feet to a ½ inch rebar found; thence, 9. South 00° 51' 29" West, 199.88 feet to a ½ inch rebar found; thence, 10. South 86° 00' 41" East, 451.75 feet to a ½ inch rebar found; thence, 11. North 83° 34' 48" East, 723.43 feet to a ½ inch rebar found; thence, 12. South 89° 10' 31" East, 320.23 feet to a ½ inch rebar with cap "LSF810" set on the aforesaid line of Veteran's Parkway; thence, running with the said line of Veteran's Parkway 13. South 33° 54' 01" West, 767.11 feet to a point being 0.46' northwest of a concrete r/w monument found; thence, 14. 98.19 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 32° 31' 42" West, 98.18 feet to the Point of Beginning, containing 1,700.807 square feet or 39.0452 acres of land, more or less.

Together With:

Tract 4B
All that tract or parcel of land lying and being in Land Lot 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly

Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.50 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway, 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence, North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225 of the 5th District to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Veteran's Parkway 1. North 33° 54' 01" East, 277.73 feet to a ½ inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Veteran's Parkway and running 2. South 89° 10' 31" East, 39.44 feet to a ½ inch rebar found; thence, 3. South 00° 45' 21" West, 232.96 feet to a 1 inch iron rod found; thence, 4. North 89° 06' 17" West, 191.29 feet to the Point of Beginning, containing 26,871 square feet or 0.6169 of an acre of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

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PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday,

December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on

Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140

Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23D

Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority

Existing Zoning District: R-70

Proposed Zoning District: A-R

Parcel Number: 0708 058

Area of Property: 18.4863 acres

Proposed Use: Agriculture and Recreation

Land Lot(s)/District: 14 & 15 of the 7th District

Fronts on: Lees Mill Road

Legal Description:
(302 LEE'S MILL ROAD) All that tract or parcel of land lying and being in Land Lots 14 & 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in a rock located at the Land Lot

Corner common to Land Lots 13 & 14, 7th District, and Land Lots 193 & 224, 5th District;

thence, leaving said point and the said land lot corner and running a direct tie of North 36° 38'

16" West, 2,885.28 feet to a ½ inch rebar found, being the True Point of Beginning of the herein

described tract or parcel of land; thence, leaving the said Point of Beginning and running

1. South 76° 31' 18" West, 600.23 feet to a ½ inch rebar found inside of a pipe; thence, 2. North 09° 21' 49" East, 466.07 feet to a ½ inch rebar found; thence, 3. North 09° 22' 40" East, 462.09 feet to a 3/8 inch rebar found; thence,

4. North 05° 14' 49" West, 720.16 feet to a bolt found in a boulder on the Southeastly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road

5. North 82° 17' 31" East, 499.03 feet to a ½ inch rebar found; thence, leaving the aforesaid

line of Lee's Mill Road and running 6. South 03° 47' 35" East, 667.43 feet to a ½ inch rebar found; thence, 7. South 02° 34' 38" West, 894.88 feet to the Point of Beginning, containing

805,262 square feet or 18.4863 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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radius of

873.60 feet and a chord bearing and distance of North 49° 15' 42" East, 207.36 feet; thence, 100. North 42° 26' 46" East, 300.34 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running 101. South 21° 25' 02" East, 546.56 feet to a ½ inch rebar found; thence, 102. North 82° 24' 22" East, 864.32 feet to a ½ inch rebar found; thence, 103. South 78° 13' 04" East, 772.15 feet to a ½ inch rebar found; thence, 104. South 09° 21' 49" West, 466.07 feet to a ½ inch rebar found inside pipe; thence,

105. North 76° 31' 18" East, 600.23 feet to a ½ inch rebar found; thence, 106. North 02° 34' 38" East, 475.71 feet to a point on the Land Lot Line common to Land Lots 14 & 15 of the 7th District; thence, running along the said Land Lot Line 107. South 89° 01' 31" East, 1,824.36 feet to a point on the aforesaid line of Veteran's

Parkway, thence, running with the said line of Veteran's Parkway 108. 1,635.59 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 08° 17' 58" West, 1,592.53 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,

109. South 14° 33' 26" East, 361.19 feet to a ½ inch rebar with cap "LSF810" set at the

intersection of the said line of Veteran's Parkway and the said land lot line common

to land lots 14 and 224; thence, leaving the said line of Veteran's Parkway and running with the said land lot line 110. South 01° 00' 10" West, 833.74 feet to the Point of Beginning, containing 10,292,568 square feet or 236.2848 acres of land, more or less.

Together With:

Tract 2B
All that tract or parcel of land lying and being in Land Lot 14, 7th District, Fayette County,

Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Northeastly Right-of-Way Line of Veteran's

Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line

NOTICE OF PUBLIC HEARING FOR THE AMENDMENT OF THE FAYETTE COUNTY CODE OF ORDINANCES, CHAPTER 110. ZONING ORDINANCE

PUBLIC HEARING to be held before the Fayette County Planning Commission on

December 7, 2023 at 7:00 P.M., and before the Fayette County Board of Commissioners

on January 11, 2024 at 5:00 P.M., in the Fayette County Administrative Complex, 140

Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING SEC. 110-160. - CONDITIONAL USE APPROVAL

(a) Conditional uses allowed. bb. Horse show, rodeo, carnival, and/or community fair.

A copy of the above is available in the office of the Fayette County Planning and Zoning

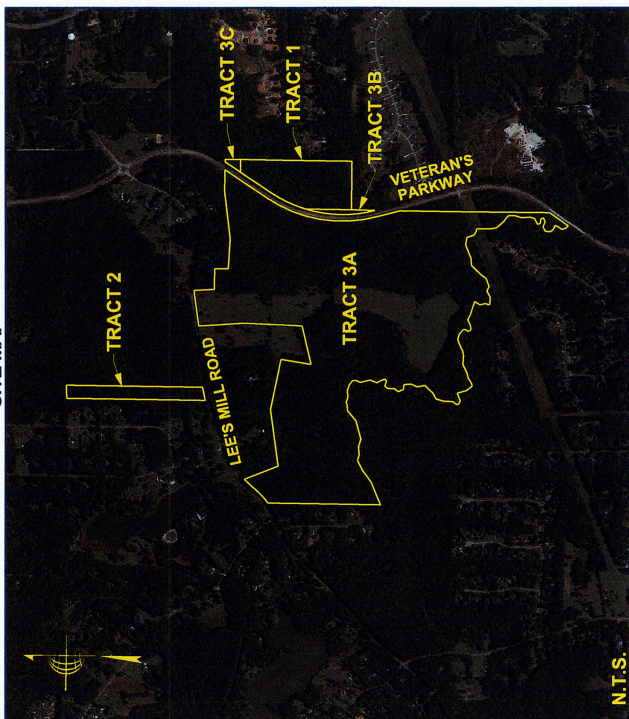
Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 17th day of November, 2023

11/22

**ALTANSPS LAND TITLE SURVEY
FOR
VETERANS PKWY AND LEES MILL SOUTH, LLC &
FIRST AMERICAN TITLE INSURANCE COMPANY
(LEE'S MILL ROAD & VETERAN'S PARKWAY)
LOCATED IN
LAND LOTS 13, 14, 15, 18, 19, 7TH DISTRICT
AND LAND LOTS 224 & 225, 5TH DISTRICT
FAYETTE COUNTY, GEORGIA**

SITE MAP



AREA OF INTEREST TABLE

- 9 AREA OF INTEREST**
1. POWER POLE, GUY WIRES AND POWER LINES CROSS PROPERTY LINE
 2. FENCE CROSSES PROPERTY LINE
 3. FENCE CROSSES PROPERTY LINE
 4. FENCE CROSSES PROPERTY LINE
 5. FENCE CROSSES PROPERTY LINE
 6. FENCE CROSSES PROPERTY LINE
 7. CREEK FLOWS ACROSS PROPERTY AT CULVERT

REFERENCE MATERIAL

- SARLETTE COUNTY DEPT. OF PUBLIC WORKS RIGHT-OF-WAY PLANS
(WEST FAYETTEVILLE BYPASS, PHASE II)
DATED DECEMBER 22, 2008 & LAST REVISED JANUARY 16, 2012

SURVEY NOTES

APPARATUS USED:
A PORTABLE 4" BEAM TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS
AND DISTANCE MEASUREMENTS.
A PORTABLE R-13 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING
CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED

RELATIVE POSITIONAL ACCURACY.

THE WORK FOR THIS PROPERTY WAS COMPLETED ON DECEMBER 13, 2002.

THEir FIRST TASK SHOULD BE VERIFIED WITH SUPERVISOR FIRST TO LEARN THE CONTRACTOR'S REQUIREMENTS FOR THE NEWLY DESIGNED, SIZE, CHARACTER, AND LOCATION OF THE NEW INFRASTRUCTURE UTILITIES AND STRUCTURES. IT BECOMES ESSENTIAL TO OBTAIN THE NECESSARY INFORMATION FROM THE CONTRACTOR'S REPRESENTATIVE AND CONSIDERED IN THE LIGHT OF THE ABOVE. THE DRAWINGS, SPECIFICATIONS, AND CONTRACT DOCUMENTS SHOULD BE REVIEWED AND CHECKED FOR ANY DISCREPANCIES THAT MAY BECAUSE INADEQUATE UTILITIES AND STRUCTURES NOT BE CONSTRUCTED. ANY DISCREPANCIES SHOULD BE REPORTED TO THE CONTRACTOR IMMEDIATELY. ANY DISCREPANCIES SHOULD BE REPORTED TO THE CONTRACTOR IMMEDIATELY. THIS INFORMATION SHOULD BE USED TO AVOID UNNECESSARY CONSTRUCTION OF THE CONTRACTOR'S DESIGN AND BUDGETARY BARRIER AS BEFORE.

[illegible]

LEGEND

- [illegible]

AREA TABLE

TRACT 1:	1,000,459 SQ.FT. OR	22,967.4 AC.
TRACT 2:	489,074 SQ.FT. OR	11,434.3 AC.
NOTE:	TRACT 2 INCLUDES GAP AREA)	
TRACT 3A:	11,993,375 SQ.FT. OR	275,300 AC.
TRACT 3B:	52,201 SQ.FT. OR	1,198.4 AC.
TRACT 3C:	26,971 SQ.FT. OR	0.6169 AC.
TOTAL:	13,570,980 SQ.FT. OR	311,547.6 AC.

SPECIAL NOTES

- [illegible]

RECORDING CERTIFICATE

[illegible]

ALT/ANSPS CERTIFICATE

KETTERMAN PROPERTY AND LIFE INSURANCE COMPANY
 FIRST AMERICAN TITLE INSURANCE COMPANY
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE COMPANY, THIS 11TH DAY OF MAY, 2005.

PAUL S. CARROLL, JR.
 PRESIDENT

KETTERMAN PROPERTY AND LIFE INSURANCE COMPANY
 FIRST AMERICAN TITLE INSURANCE COMPANY

ALTA/SPS LAND TITLE SURVEY
FOR
VETERANS PKWY AND LESS MILL SOUTH, LLC &
FIRST AMERICAN TITLE INSURANCE COMPANY
(LEE'S MILL ROAD & VETERAN'S PARKWAY)
LOCATED IN
LAND LOTS 13, 14, 15, 16, 17TH DISTRICT
AND LAND LOTS 224 & 225, 5TH DISTRICT
FAYETTE COUNTY, GEORGIA

TerraMark
Professional Land Surveying
www.terra-mark.com
Fax: No. (770) 421-0623
Phone No. (770) 421-1037
Marietta, Georgia 30066
1506 Bate Ferry Road
TerraMark Land Surveying, Inc.



LOCATION MAP

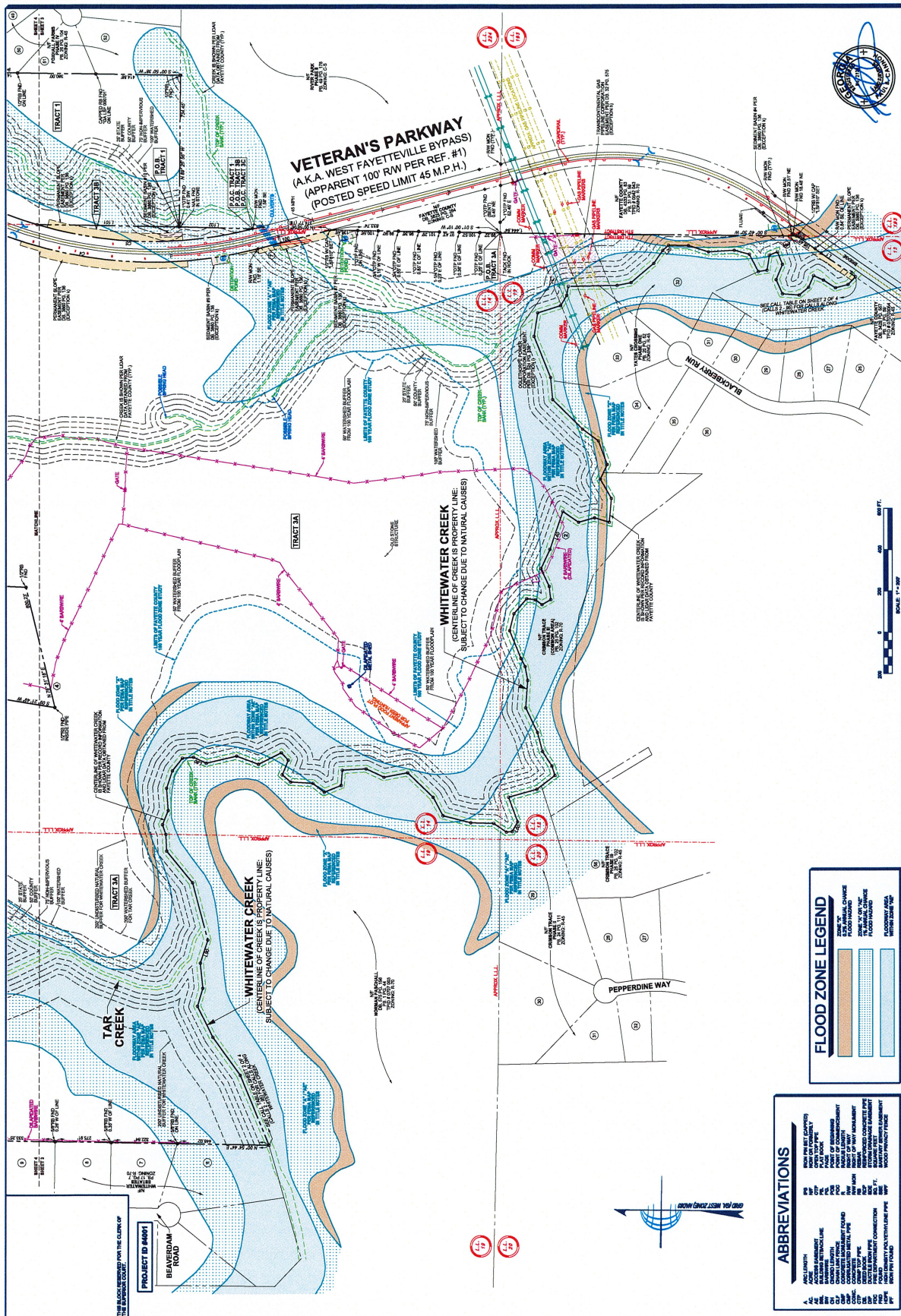
NOT TO SCALE
LAT - 23°20'03.50" N
LONG - 84°30'00.25" W

[illegible]

ALTIMAPS LAND TITLE SURVEY
FOR
VETERANS PKWY AND LEES MILL SOUTH, LLC &
FIRST AMERICAN TITLE INSURANCE COMPANY
(LEES MILL ROAD & VETERANS PARKWAY)
LOCATED IN
LAND LOTS 13, 14, 15, 16, 17TH DISTRICT
AND LAND LOTS 224 & 225, 5TH DISTRICT
FAYETTE COUNTY, GEORGIA

Date	No.	APPROVED ATTORNEY'S COMMENTS	Stamp Date	ST
	68	(SIGNED WITH REVERED TITLE COMMITMENT)		
	69	(SIGNED WITH REVERED TITLE COMMITMENT)		
	70	(SIGNED WITH REVERED TITLE COMMITMENT)		
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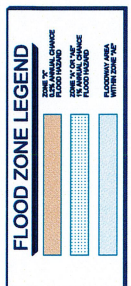
TerraMark
Professional Land Surveying, Inc.
www.terra-mark.com
Fax: Mo. (770) 421-1027
Phone Mo. (770) 421-1027
Mentola, Georgia 30068
1306 South Perry Road
TerraMark Land Surveying, Inc.



ALTANS' LAND TITLE SURVEY

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100



Petition 1335-23 –A-B-C-D Veterans Parkway & Lees Mill Road

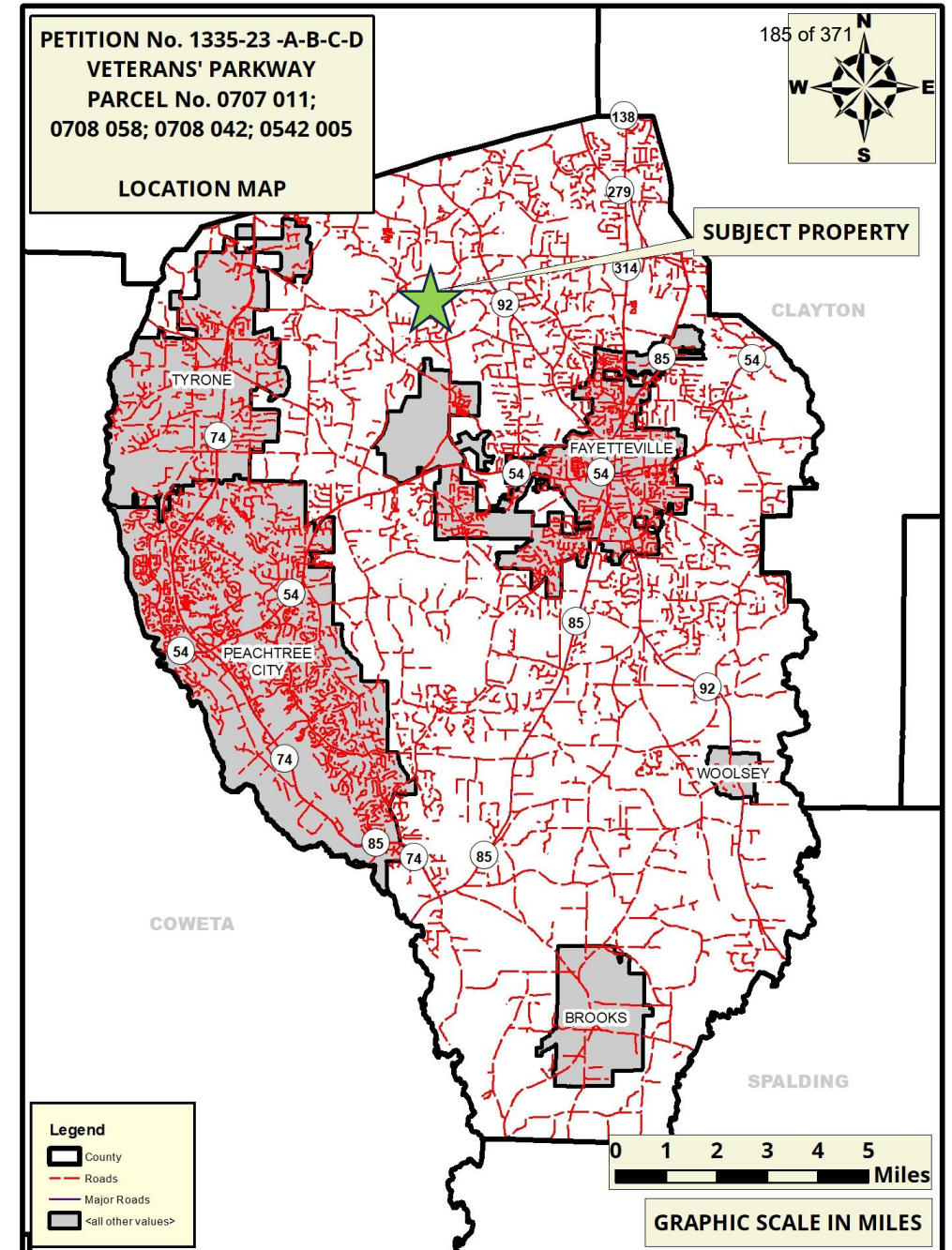
Requesting to Rezone 318.5990 acres from R-70
(Single-Family Residential) to A-R (Agricultural-
Residential)

January 11, 2024

LOCATION MAP

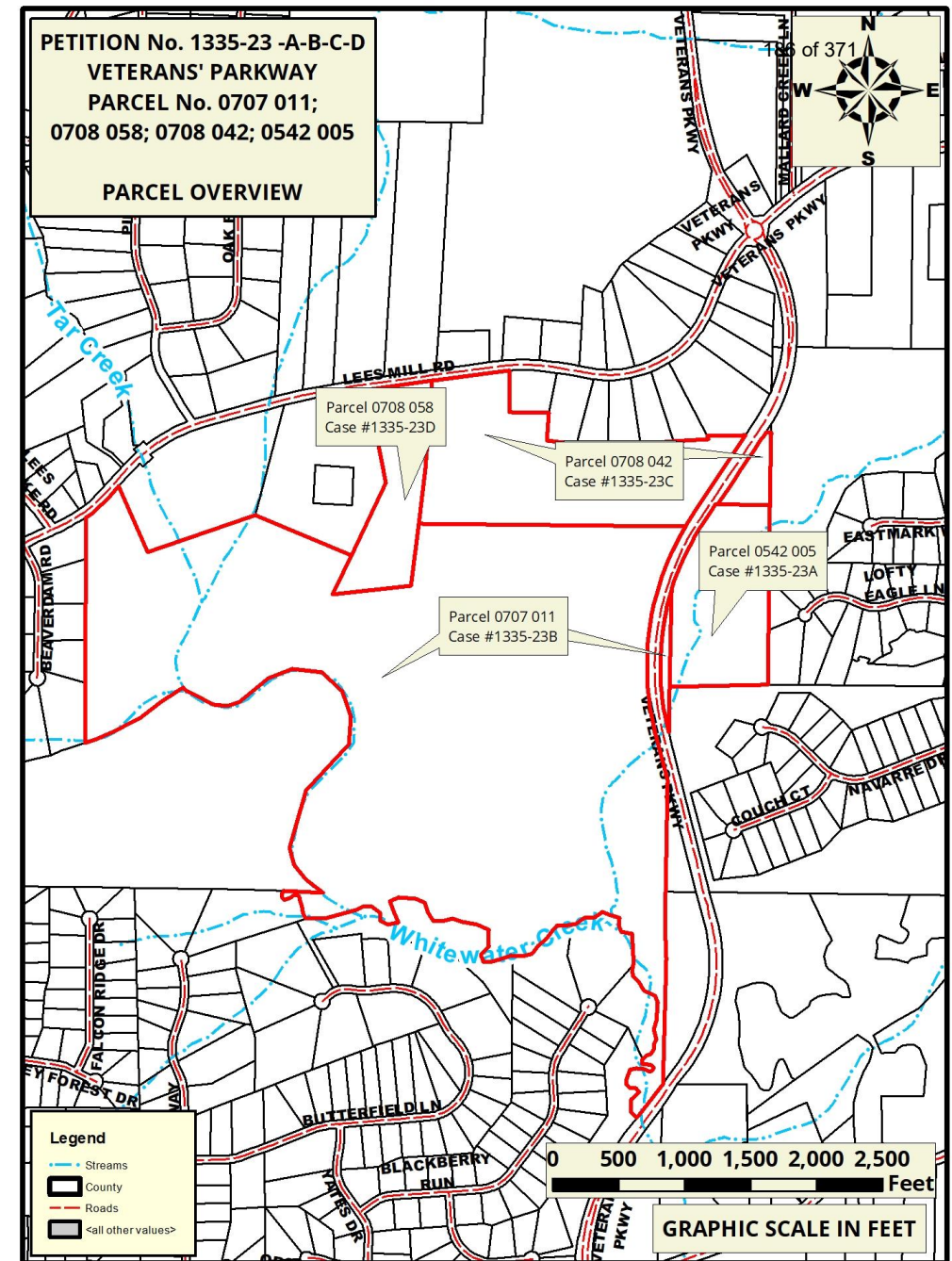
SW corner of the intersection of
Veterans Pkwy. & Lees Mill Rd.

- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
- Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
- Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
- Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres



PROJECT OVERVIEW

- Request to Rezone from R-70 to A-R
 - Owner – Veterans Pkwy and Lees Mill South, LLC
 - Agent – Fayette County Development Authority/Niki Vanderslice
 - Stated Purpose – Recreational Facility
-
- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
 - Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
 - Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
 - Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres

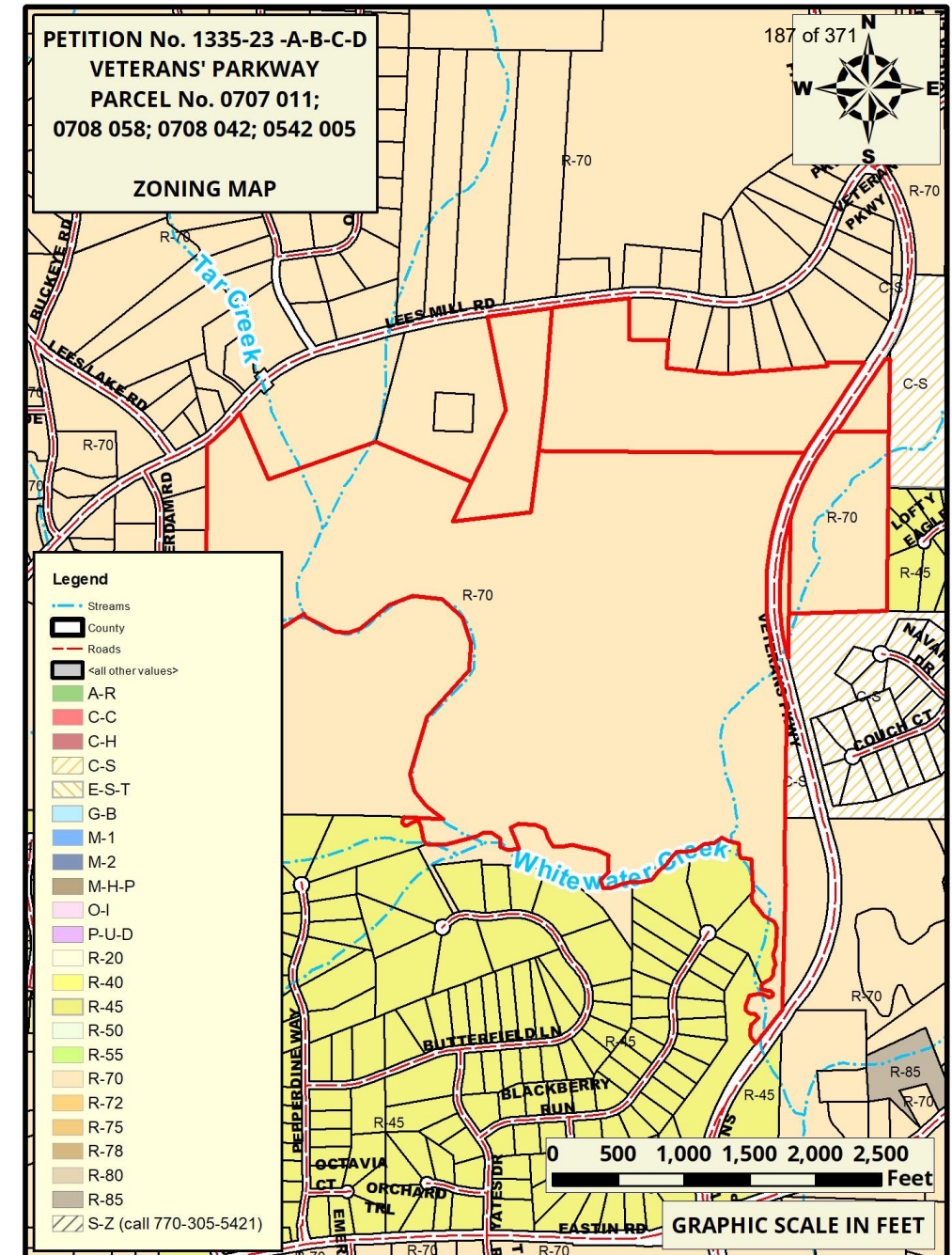


ZONING

SW corner of the intersection of Veterans Pkwy. & Lees Mill Rd.

- These parcels were rezoned from A-R to R-70 in 1973 as part of a blanket rezoning affecting much of the northwest portion of the County.
- The property is currently used for agricultural purposes.
- Nearby property includes land zoned R-70, R-45 and C-S.

Direction	Acreage	Zoning	Use	Comp Plan
North	44.73	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)
South & West	132.04; 13.45	R-70 & R-45	Agricultural & SF Residential	Rural Res – 2 (1 Unit/2 acres)
East	8.3; 25.00	R-70, C-S & R-45	Conservation; SF Residential	Rural Res – 2 (1 Unit/2 acres)
West	24.62	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)

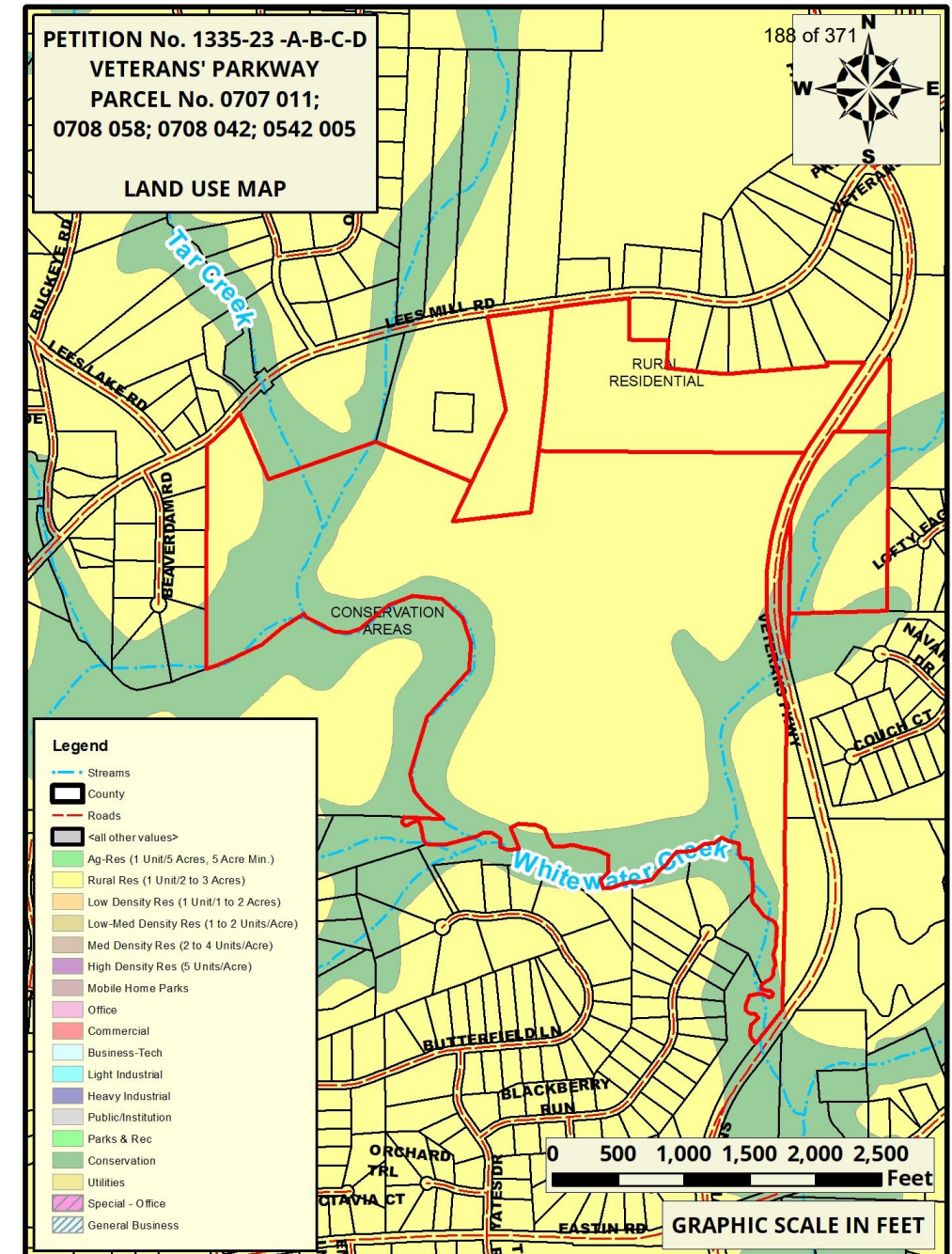


LAND USE

SW corner of the intersection of Veterans Pkwy. & Lees Mill Rd.

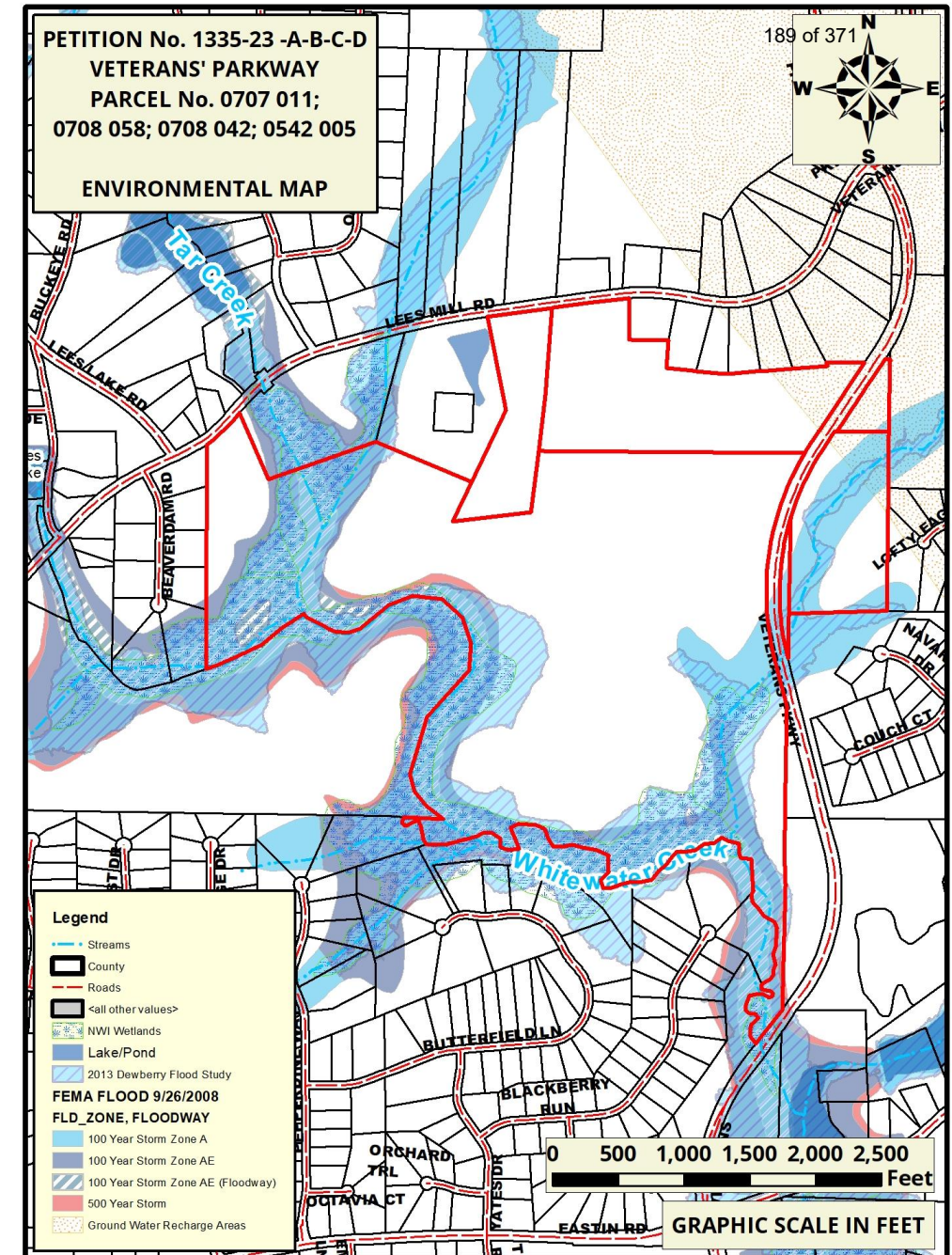
- These parcels were rezoned from A-R to R-70 in 1973 as part of a blanket rezoning affecting much of the northwest portion of the County.
- The property is currently used for agricultural purposes.
- Nearby property includes land zoned R-70, R-45 and C-S.

Direction	Acreage	Zoning	Use	Comp Plan
North	44.73	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)
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West	24.62	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)



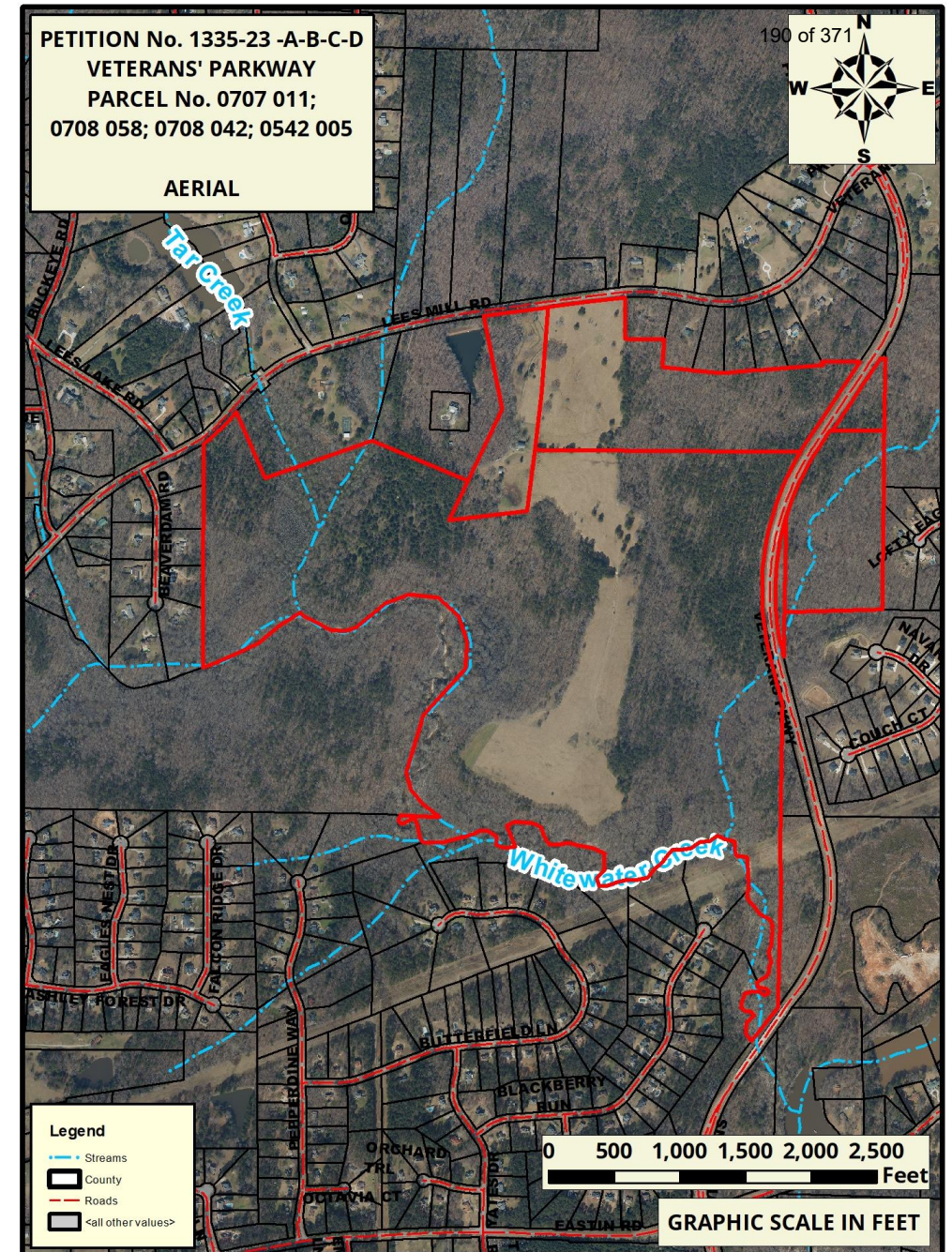
ENVIRONMENTAL CONDITIONS

- **Floodplain Management** -- The 321.34-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0084E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the 2013 Dewberry Limited Flood Study for Fayette County.
- **Wetlands** -- The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Proposed development plans will be required to locate any existing wetland areas.
- **Watershed Protection** -- There **ARE** known state waters located on the subject property. Watershed Protection Buffers shall apply.
- **Groundwater** -- The property **IS** within a groundwater recharge area per Fayette County GIS.
- **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces.
- **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances if rezoned.



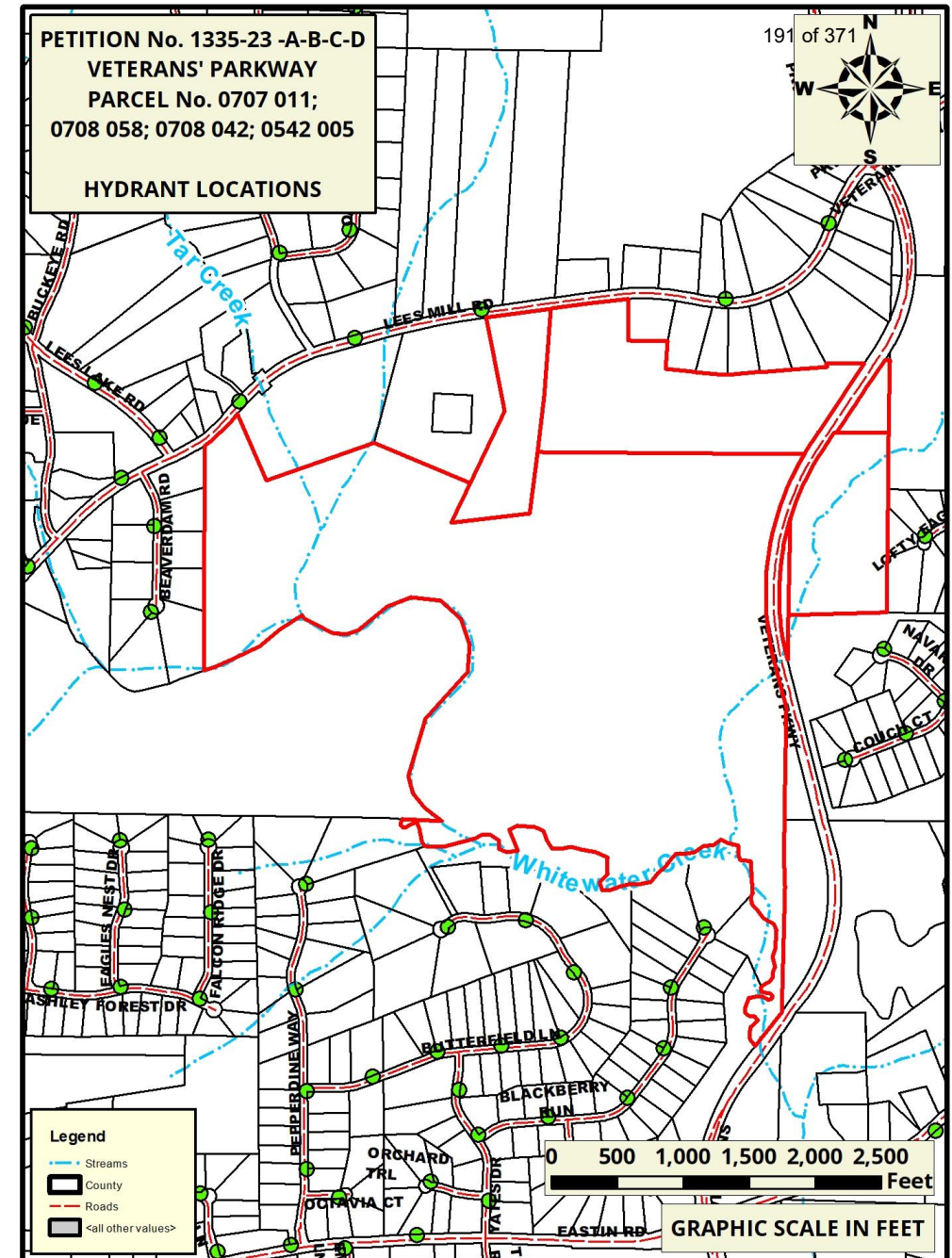
TRANSPORTATION REVIEW

- **Right-of-Way** -- Veterans Parkway is a Minor Arterial roadway per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Fayette County Public Works controls access to the roadway. Proposed site access points on Veterans Parkway will be permitted through Fayette County. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Any proposed site access points on Lees Mill Road will be permitted through Fayette County.
- **Traffic Data** -- According to a 2022 report from Pond Engineering the annual average daily traffic for **Veterans Parkway** is **8,285 vehicles per day**. Per the GDOT Traffic Analysis & Data Application website (TADA), the annual average daily traffic for **Lees Mill Road** per GDOT is approximately **2,300 vehicles per day** approximately 2 miles west of Veterans Parkway. As part of the plan review and approval process, Public Works shall require a Traffic Impact Study for the proposed development.
- **Sight Distance** -- Minimum sight distances will have to be satisfied for any proposed new road intersections. Fayette County Public Works Department will review sight distances for any proposed access points to Lees Mill Road and Veterans Parkway.



DEPARTMENTAL COMMENTS

- **Water System** - Water is available on Lees Mill Rd in a 16-inch ductile iron water main. No water is available on that section of Veterans Pkwy.
- **Environmental Health Department** – This office has no objections to the proposed rezoning.
- **Fire** – No objections to the requested rezoning.
- **GDOT** – Not applicable, not on State Route.



PLANNING COMMISSION

- The 1st public hearing for this series of petitions was held before the Fayette County Planning Commission on December 7, 2023.
 - Each parcel is presented as an independent public hearing and is voted on separately.
 - The Planning Commission voted 3-1 to recommend approval of the rezoning request for all 4 petitions.
-

BOARD MEMBERS

Arnold L. Martin - Absent
John Kruzan
John H. Culbreth, Sr.
Danny England
Jim Oliver

STAFF

Deborah L. Bell, Planning and Zoning Director
Deborah Sims, Zoning Administrator
Christina Barker, Zoning Coordinator
E. Allison Ivey Cox, County Attorney

AGENDA FAYETTE COUNTY PLANNING COMMISSION MEETING 140 STONEWALL AVENUE WEST December 7, 2023 7:00 pm

***Please turn off or turn to mute all electronic devices during the
Planning Commission Meetings**

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
The agenda was amended to move item number 9 to item 5. Danny England made a motion to approve the agenda. John Culbreth seconded the motion. The motion passed 4-0. Arnold L. Martin was absent.
4. Consideration of the Minutes of the meeting held on November 2, 2023.
Danny England made a motion to approve the minutes from the November 2, 2023, meeting. John Kruzan seconded the motion. The motion passed 4-0.

PUBLIC HEARING

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-169.-Conditional use approval. 2) Conditional uses allowed. Bb. Horse show, rodeo, carnival, and/or community fair.
Danny England made a motion to approve the amendment to Sec. 110-169 of the Zoning Ordinance. John Kruzan seconded the motion. The motion passed 4-0.
6. Consideration of Petition No. 1335-23A, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 22.9674 acres from R-70 to A-R. The property is located in Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway.
John Culbreth made a motion to approve Petition No. 1335-23A with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.
7. Consideration of Petition No. 1335-23B, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 237.4382 acres from R-70 to A-R. The

PLANNING COMMISSION

- The 1st public hearing for this series of petitions was held before the Fayette County Planning Commission on December 7, 2023.
 - Each parcel is presented as an independent public hearing and is voted on separately.
 - The Planning Commission voted 3-1 to recommend approval of the rezoning request for all 4 petitions.
-

193 of 371
property is located in Land Lots 13, 14, 18 & 19 of the 7th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23B with conditions. John Kruzan seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

8. Consideration of Petition No. 1335-23C, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 39.6621 acres from R-70 to A-R. The property is located in Land Lots 15 of the 7th District and Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23C with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

9. Consideration of Petition No. 1335-23D, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 18.4863 acres from R-70 to A-R. The property is located in Land Lots 14 & 15 of the 7th District and fronts on Lees Mill Road.

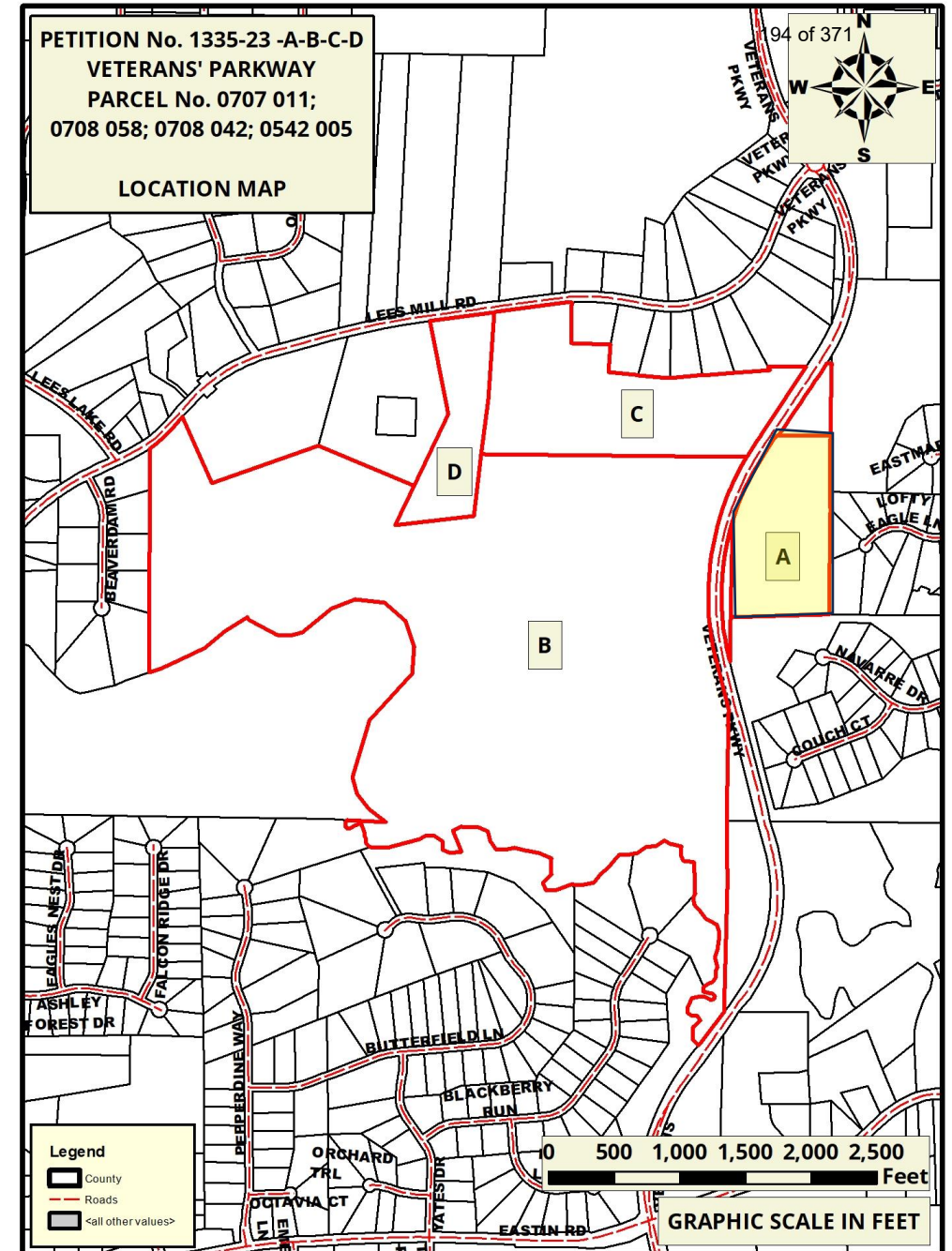
John Culbreth made a motion to approve the Petition No. 1335-23D with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

PETITION 1335-23A

Parcel #0542 005, 22.9674 acres

Recommended Conditions

1. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
2. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.

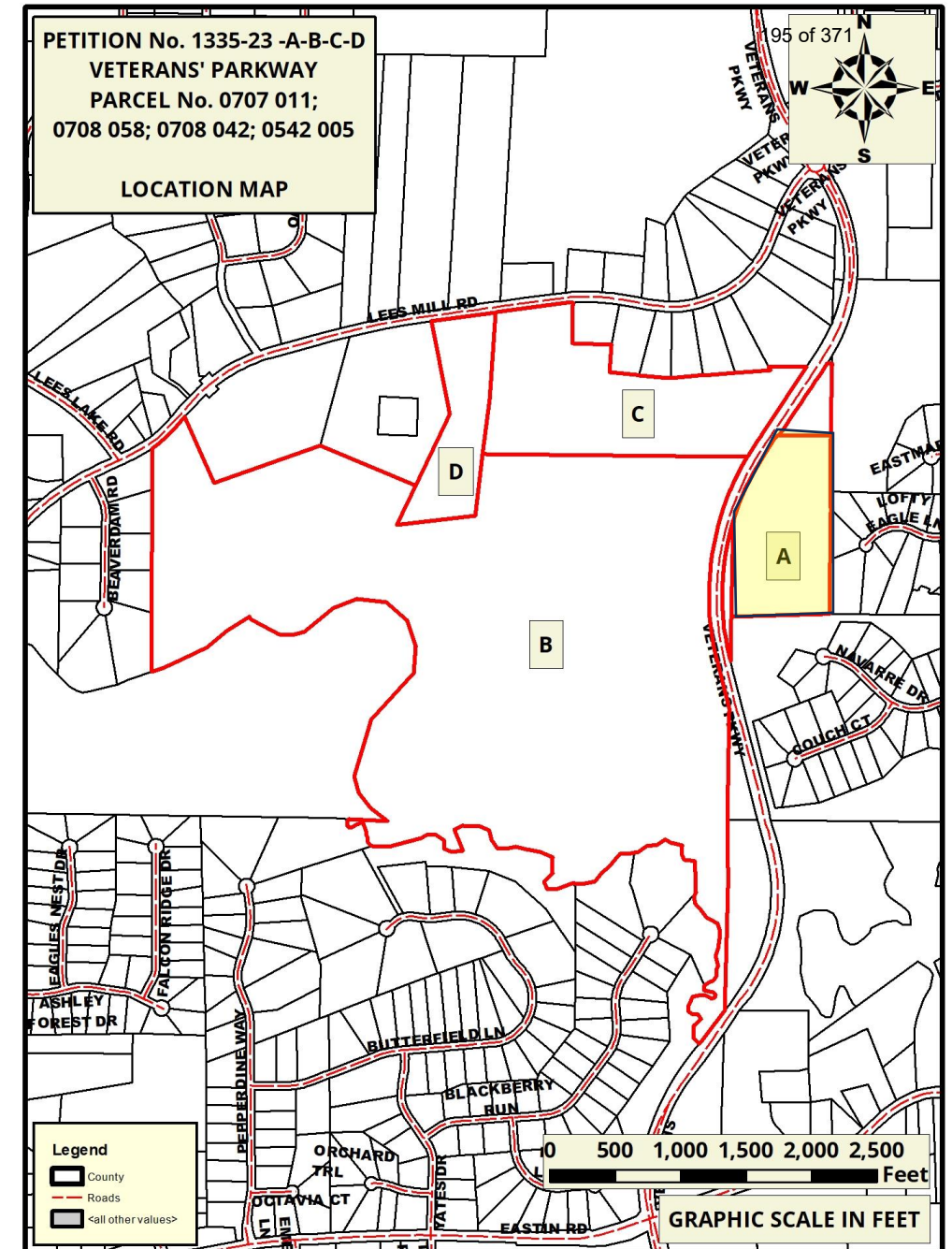


PETITION 1335-23A

Parcel #0542 005, 22.9674 acres

Recommended Conditions (continued)

3. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
4. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

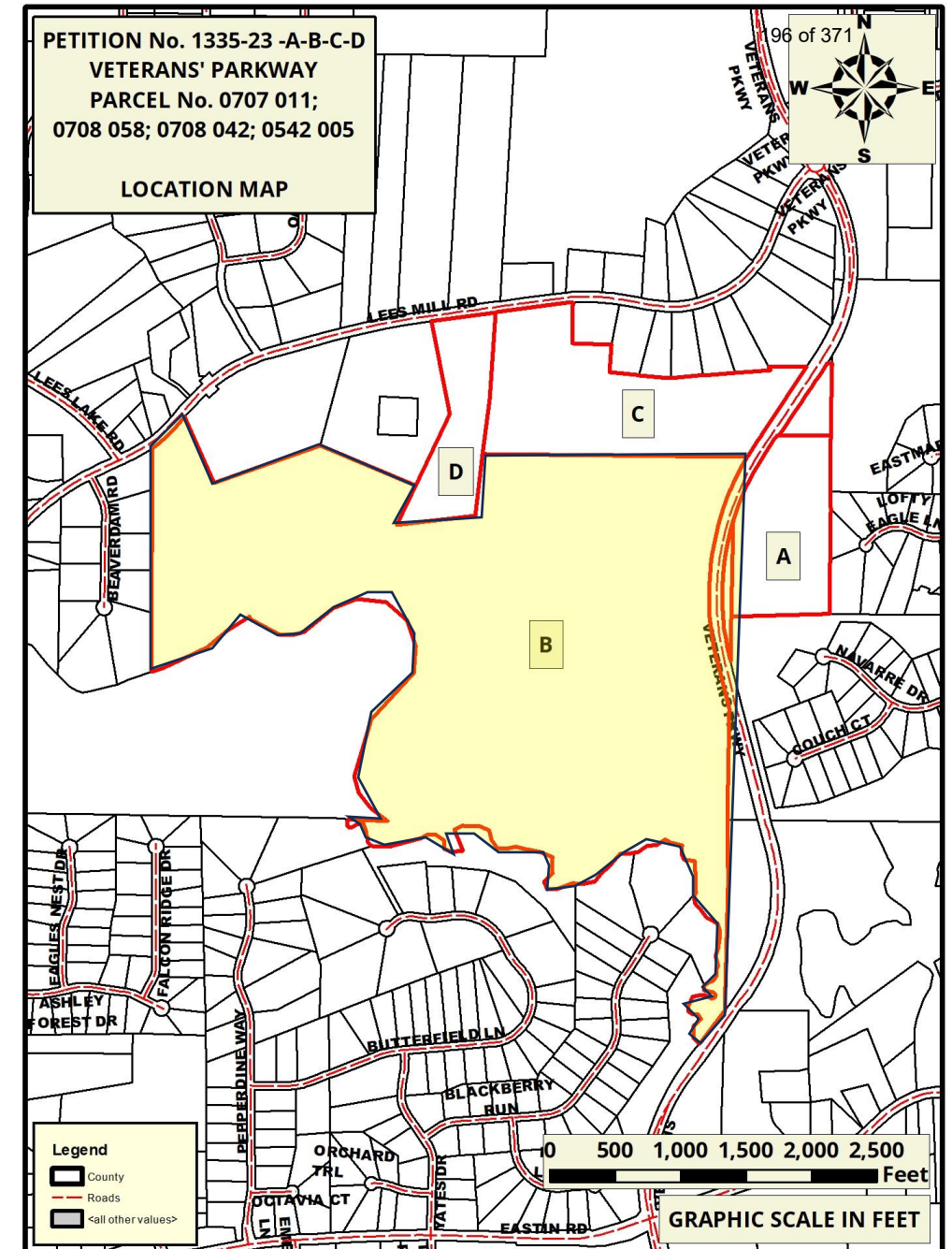


PETITION 1335-23B

Parcel #0707 011, 237.4382 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd. between Sandy Creek Rd. and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Pkwy).

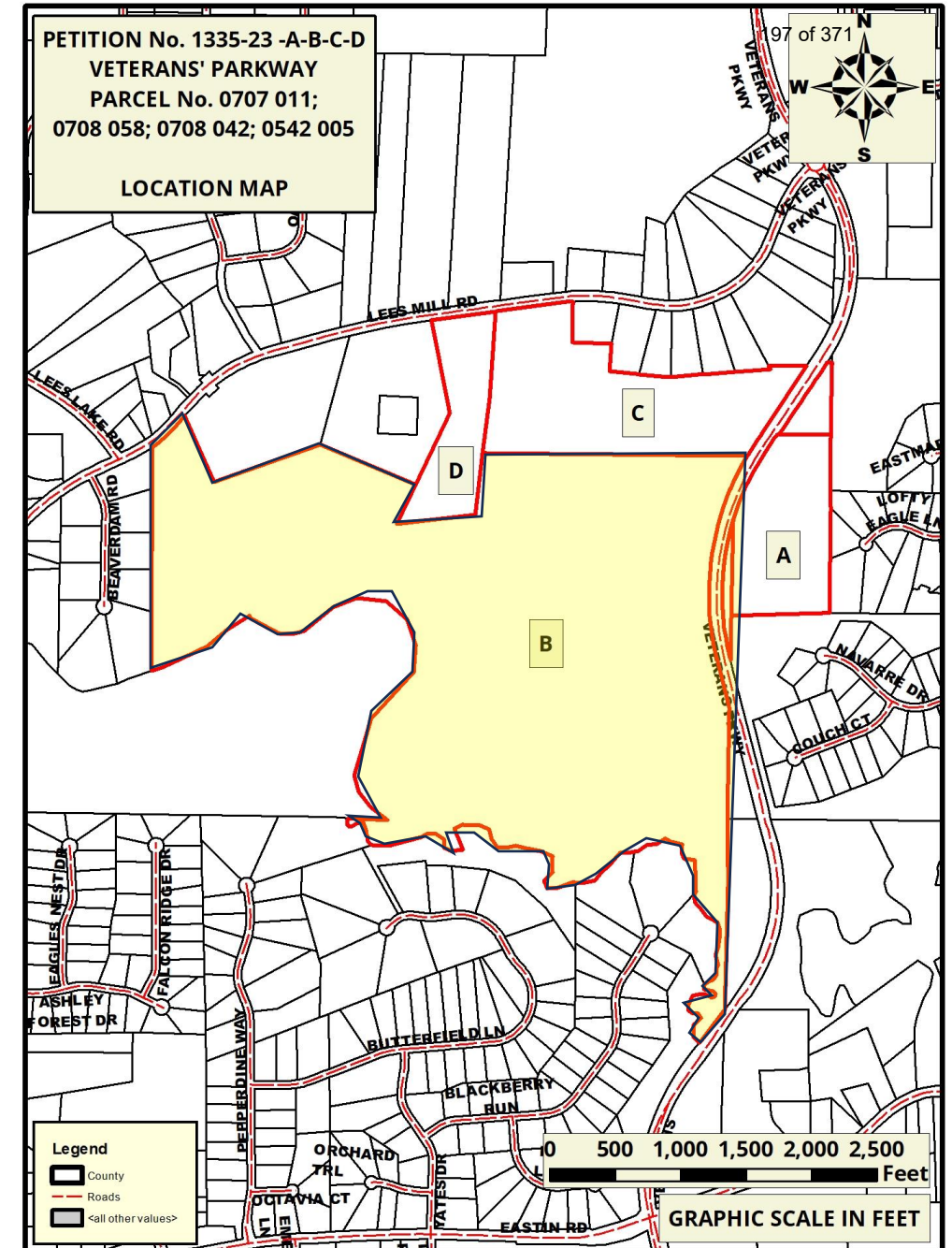


PETITION 1335-23B

Parcel #0707 011, 237.4382 acres

Recommended Conditions (continued)

4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

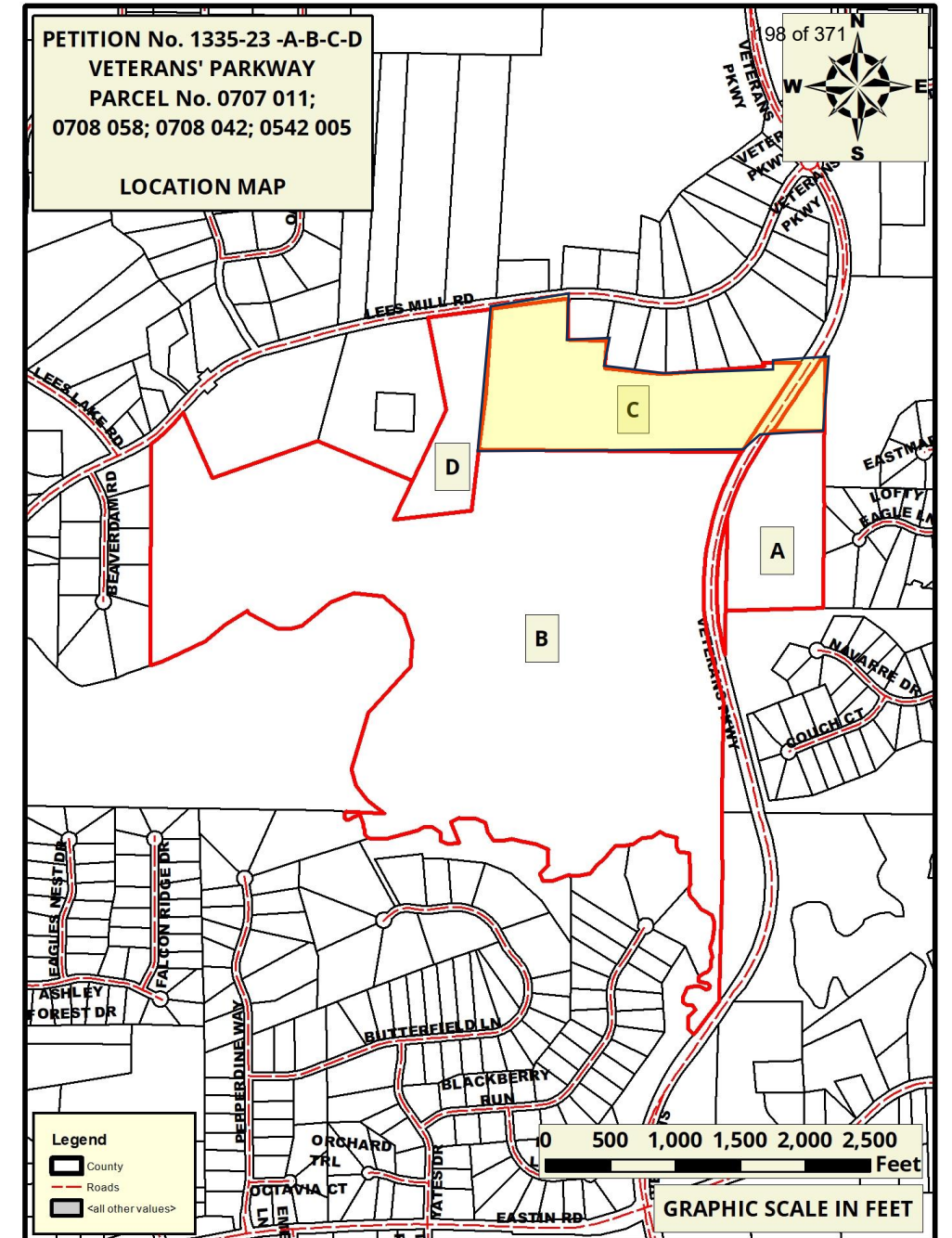


PETITION 1335-23C

Parcel #0708 042, 39.6621 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd between Sandy Creek Rd and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).

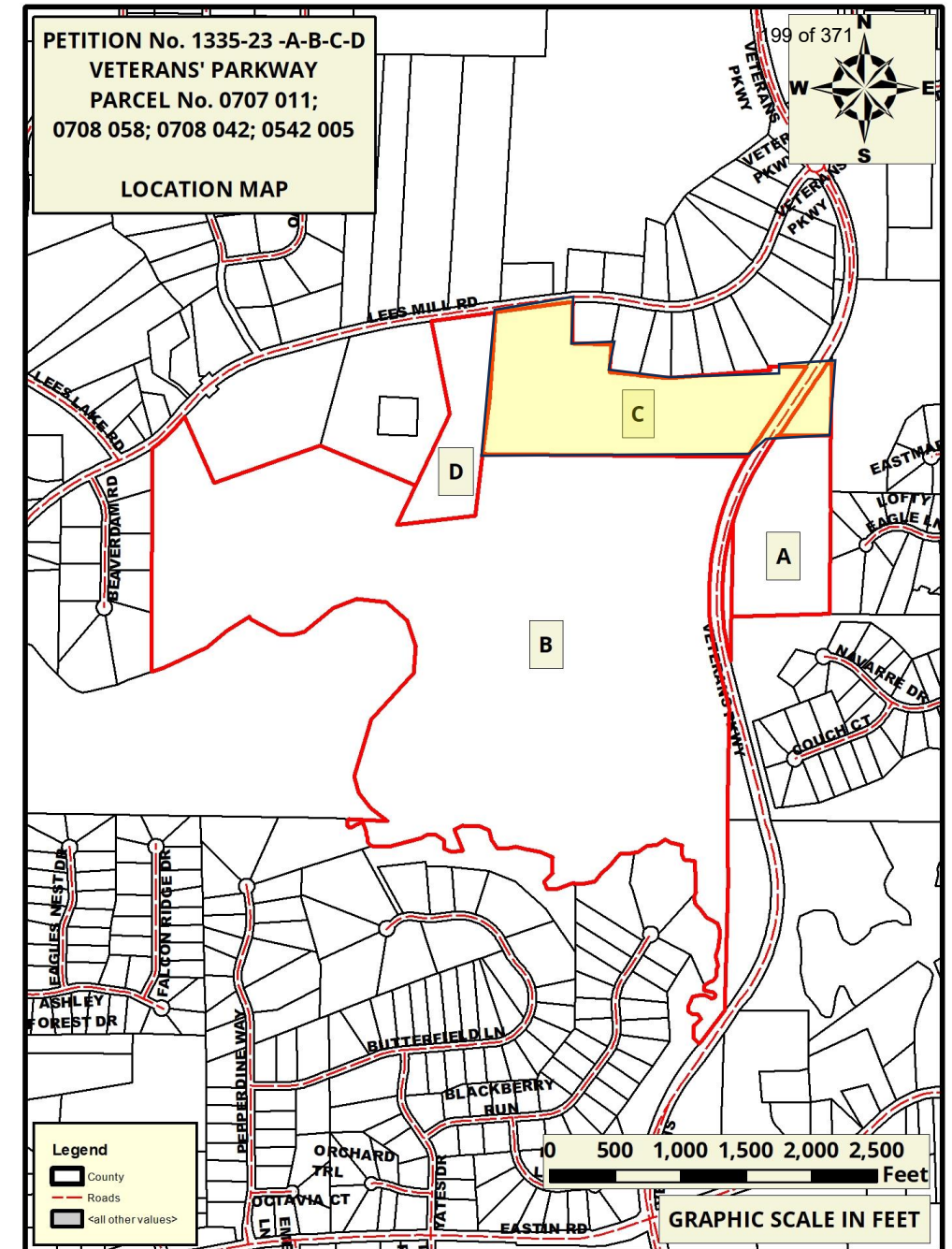


PETITION 1335-23C

Parcel #0708 042, 39.6621 acres

Recommended Conditions (continued)

4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

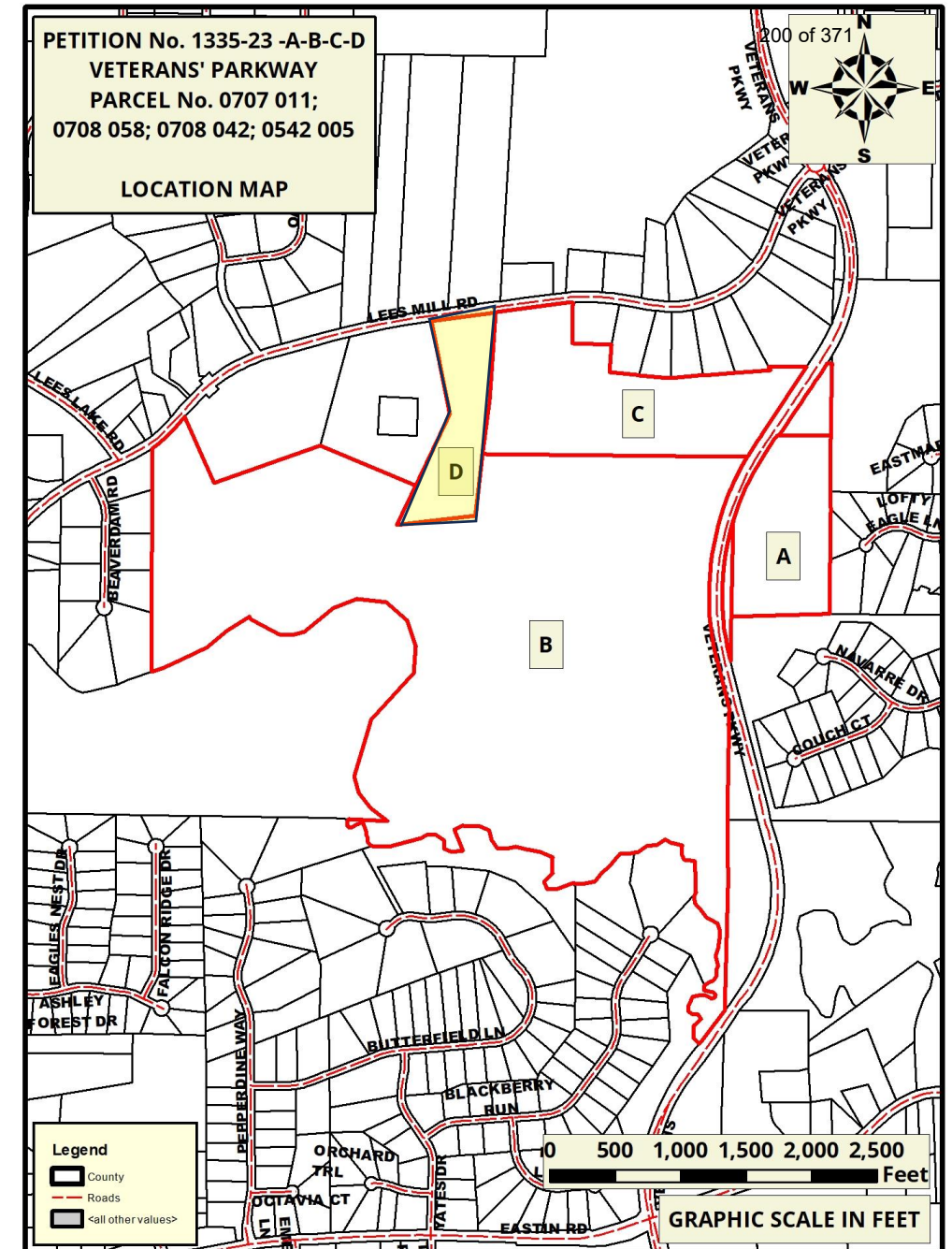


PETITION 1335-23D

Parcel #0708 058, 18.4863 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.

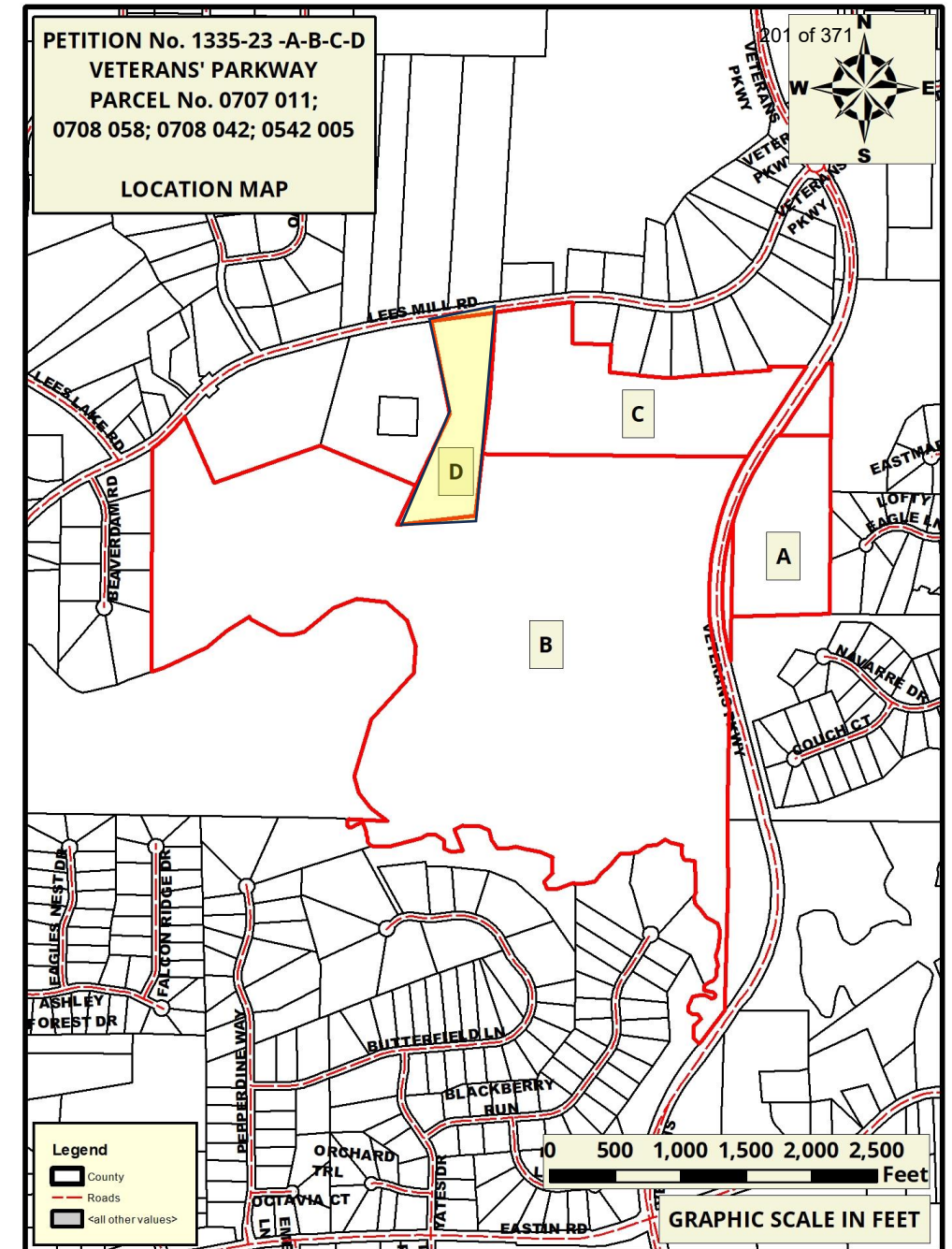


PETITION 1335-23D

Parcel #0708 058, 18.4863 acres

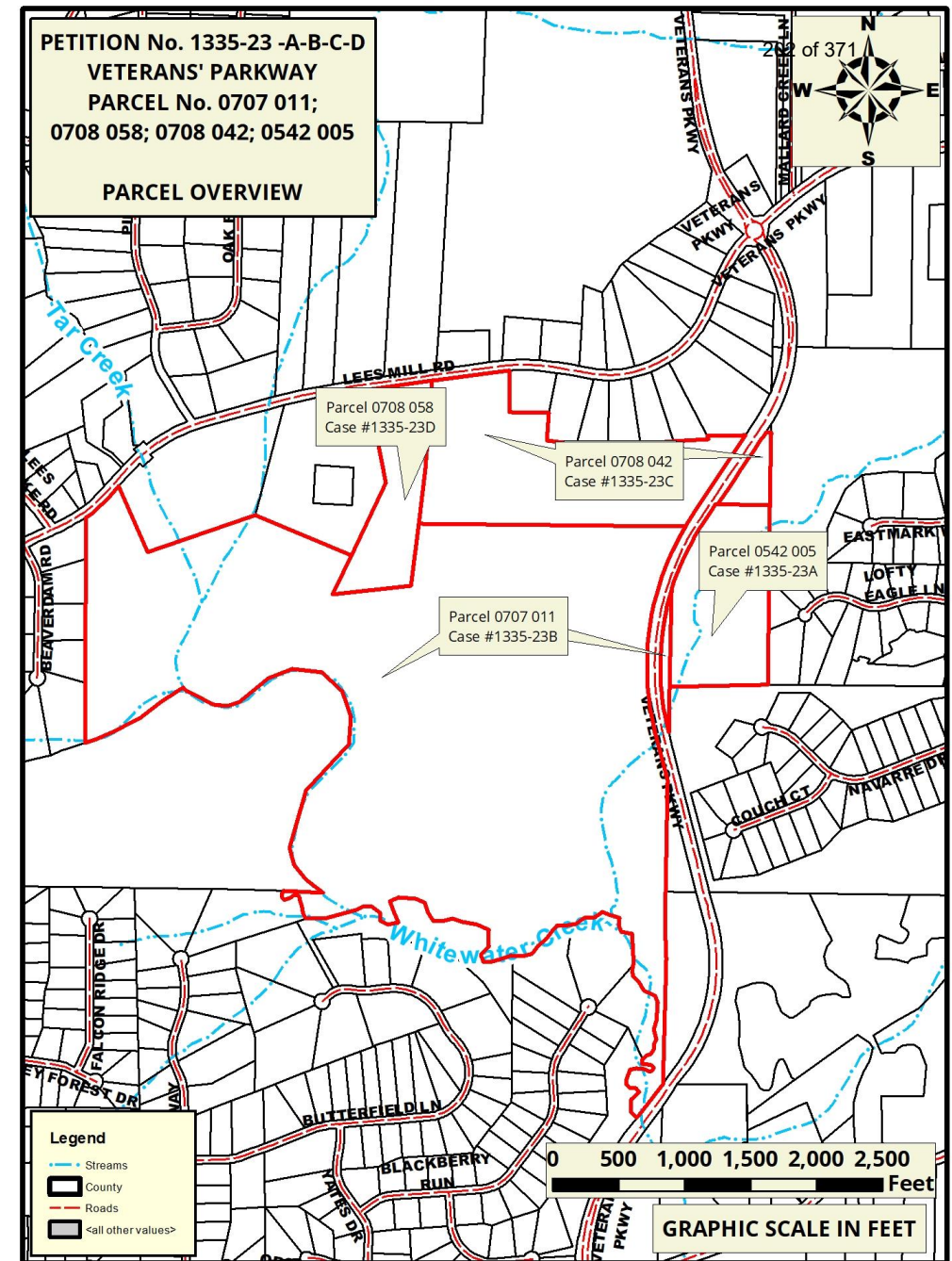
Recommended Conditions (continued)

3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd. between Sandy Creek Rd. and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of one curb cut onto Lees Mill Road.
5. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.



QUESTIONS?

- Request to Rezone from R-70 to A-R
 - Owner – Veterans Pkwy and Lees Mill South, LLC
 - Agent – Fayette County Development Authority/Niki Vanderslice
 - Stated Purpose – Recreational Facility
-
- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
 - Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
 - Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
 - Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres



COUNTY AGENDA REQUEST

203 of 371

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No.1335-23D, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 18.4863 acres from R-70 to A-R for a recreational facility; property is located in Land Lot(s) 14 & 15 of the 7th District and fronts on Lee's Mill Road.

Background/History/Details:

The subject property is a 18.4863 acre tract and is undeveloped. It is currently zoned R-70, Single-Family Residential. The area is designated as Rural Residential on the Fayette County Future Land Use Plan.

On December 7, 2023, Planning Commission voted 3-1 to recommend CONDITIONAL APPROVAL.

Staff recommends five (5) conditions for CONDITIONAL APPROVAL of the request for a zoning of A-R, Agriculture-Residential, because the request is consistent with the Fayette County Comprehensive Land Use Plan & surrounding land uses. Please refer to the accompanying staff report and/or PowerPoint slide # 17-18, for the full text of recommended conditions.

Summary of the five (5) conditions:

1) Lees Mill Road - 50 feet right-of-way dedication; 2) Owner/developer shall prepare a Traffic Impact Study; 3) Construction entrance/exit shall be located on Veterans Parkway; 4) Maximum of one curb cut onto Lees Mill Road; 5) All parcels on west side of Veterans Parkway shall be combined into a single parcel within six months.

What action are you seeking from the Board of Commissioners?

Approval of Petition No.1335-23D, Veterans Parkway and Lee's Mill South, LLC, Owner; and Fayette County Development Authority, Agent, request to rezone 18.4863 acres from R-70 to A-R for a recreational facility; property is located in Land Lot(s) 14 & 15 of the 7th District and fronts on Lee's Mill Road with five (5) conditions.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PETITION NO: 1335-23D**REQUESTED ACTION:** Rezone from R-70 to A-R**PARCEL NUMBER:** 0708 058**PROPOSED USE:** Agricultural/Recreational**EXISTING USE:** Single-Family Residential**LOCATION:** Lees Mill Road**DISTRICT/LAND LOT(S):** 7th District, Land Lots 14 & 15**AREA:** 18.4863 Acres**OWNERS:** Veterans Pkwy and Lees Mill South LLC**AGENT:** Fayette County Development Authority**PLANNING COMMISSION PUBLIC HEARING:** December 7, 2023**BOARD OF COMMISSIONERS PUBLIC HEARING:** January 11, 2024**APPLICANT'S INTENT**

Applicant proposes to rezone 18.4863 acres from R-70 to A-R for agricultural and recreational purposes.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan, Rural Residential-2 (1 Unit/2 Acres) is designated for this area, so the request for A-R zoning is appropriate; it is a less intense use. Based on the Investigation and Staff Analysis, Staff recommends **CONDITIONAL APPROVAL** of the request for a zoning of A-R, Agricultural-Residential District.

RECOMMENDED CONDITIONS

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of

project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.

3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of one curb cut onto Lees Mill Road.
5. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.

REVISED RECOMMENDED CONDITIONS based on the recommendations of the County Attorney, the following conditions better define the recommended conditions and omit conditions that are specific to other parcels in the project:

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of one curb cut onto Lees Mill Road.
- ~~5. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.~~
- 6.5. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.

INVESTIGATION**A. GENERAL PROPERTY INFORMATION**

The property is a legal lot of record. It is not located in an Overlay Zone

PARCEL SUMMARY:

PETITION No.	PARCEL ID	ACREAGE	CURRENT ZONING	PROPOSED ZONING	ROAD FRONTAGE
1335-23A	0542 005	22.9674	R-70	A-R	Veterans Parkway
1335-23B	0707 011	237.4382	R-70	A-R	Veterans Parkway & Lees Mill
1335-23C	0708 042	39.6621	R-70	A-R	Veterans Parkway & Lees Mill
1335-23D	0708 058	18.4863	R-70	A-R	Lees Mill

B. REZONING HISTORY:

This property was rezoned from A-R to R-70 in 1973 as part of a blanket rezoning.

C. CURRENT DEVELOPMENT HISTORY:

The property is currently used for agricultural purposes.

B. SURROUNDING ZONING AND USES

Near the subject property is land which is zoned R-70, R-45, and C-S. See the following table and the attached Zoning Map. The subject property is bounded by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	44.73	R-70	Single-Family Residential	Rural Residential – 2 (1 Unit/2 Acres)
South & West	132.04; 13.45	R-70; R-45	Agricultural & Conservation; Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)
East	8.3 25.00	R-70 C-S & R-45	Conservation; Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)
West	24.62	R-70	Single-family Residential	Rural Residential – 2 (1 Unit/2 Acres)

C. COMPREHENSIVE PLAN

The subject property lies within an area designated for Rural Residential – 2 (1 Unit/2 Acres).

D. ZONING/REGULATORY REVIEW

Access & Right-of Way: The property has frontage on Lees Mill Road.

E. DEPARTMENTAL COMMENTS

- ☐ **Water System** - Water is available on Lees Mill Rd in a 16-inch ductile iron water main. No water is available on that section of Veterans Pkwy.
- ☐ **Public Works & Environmental Management**
 - **County Road Frontage Right of Way Dedication**
Veterans Parkway is a **Minor Arterial** roadway per the Fayette County Thoroughfare Plan and requires and the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Fayette County Public Works controls access to the roadway. Proposed site access points on **Veterans Parkway** will be permitted through Fayette County. **Lees Mill Road** is a **Minor Arterial** per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Any proposed site access points on **Lees Mill Road** will be permitted through Fayette County.
 - **Traffic Data**

According to a 2022 report from Pond Engineering the annual average daily traffic for Veterans Parkway is **8,285 vehicles per day**; the annual average daily traffic for **Lees Mill Road** per GDOT is approximately **2,300 vehicles per day** approximately 2 miles west of Veterans Parkway.

As part of the plan review and approval process, Public Works shall require a Traffic Impact Study for the proposed development.
 - **Sight Distance**

Minimum sight distances will have to be satisfied for any proposed new road intersections. Fayette County Public Works Department will review sight distances for any proposed access points to **Lees Mill Road** and **Veterans Parkway**.
 - **Floodplain Management**

The 321.34-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0084E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the 2013 Dewberry Limited Flood Study for Fayette County.
 - **Wetlands**

The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Proposed development plans will be required to locate any existing wetland areas.

- **Watershed Protection**

There **ARE** known state waters located on the subject property. Watershed Protection Buffers shall apply.

- **Groundwater**

The property **IS** within a groundwater recharge area per Fayette County GIS.

- **Post Construction Stormwater Management**

This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces.

- **Landscape and Tree replacement Plan**

This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances if rezoned.

- ☐ **Environmental Health Department** – This office has no objections to the proposed rezoning.
- ☐ **Fire** – No objections to the requested rezoning.
- ☐ **GDOT** – Not applicable.

STANDARDS

Sec. 110-300. - Standards for map amendment (rezoning) evaluation.

All proposed map amendments shall be evaluated with special emphasis being placed on the relationship of the proposal to the land use plan and related development policies of the county. The following factors shall be considered by the planning and zoning department, the planning commission and the board of commissioners when reviewing a request for rezoning:

- (1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- (3) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools;
- (4) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

STAFF ANALYSIS

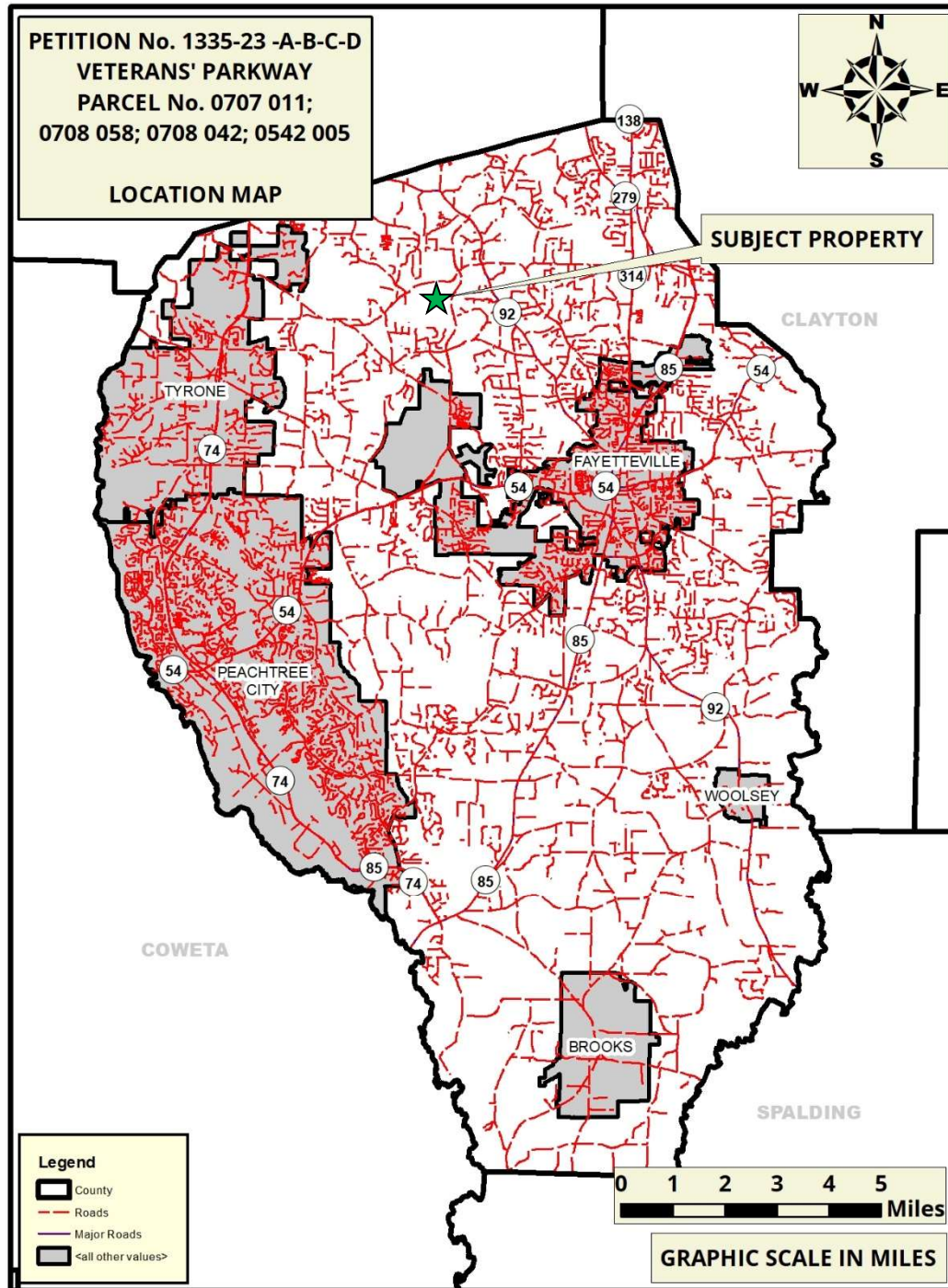
1. The subject property lies within an area designated for Rural Residential-2 Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the use and proposed lot size.
2. The area around the subject property is an area that already has various residential and agricultural uses. It is staff's opinion that the zoning proposal would not adversely affect the existing or future uses of nearby properties.
3. It is staff's opinion that if conditions are approved, the zoning proposal will not have an excessive or burdensome impact on streets, utilities, or schools.
4. The proposal is consistent in character and use with the surrounding uses as agricultural and low density residential.

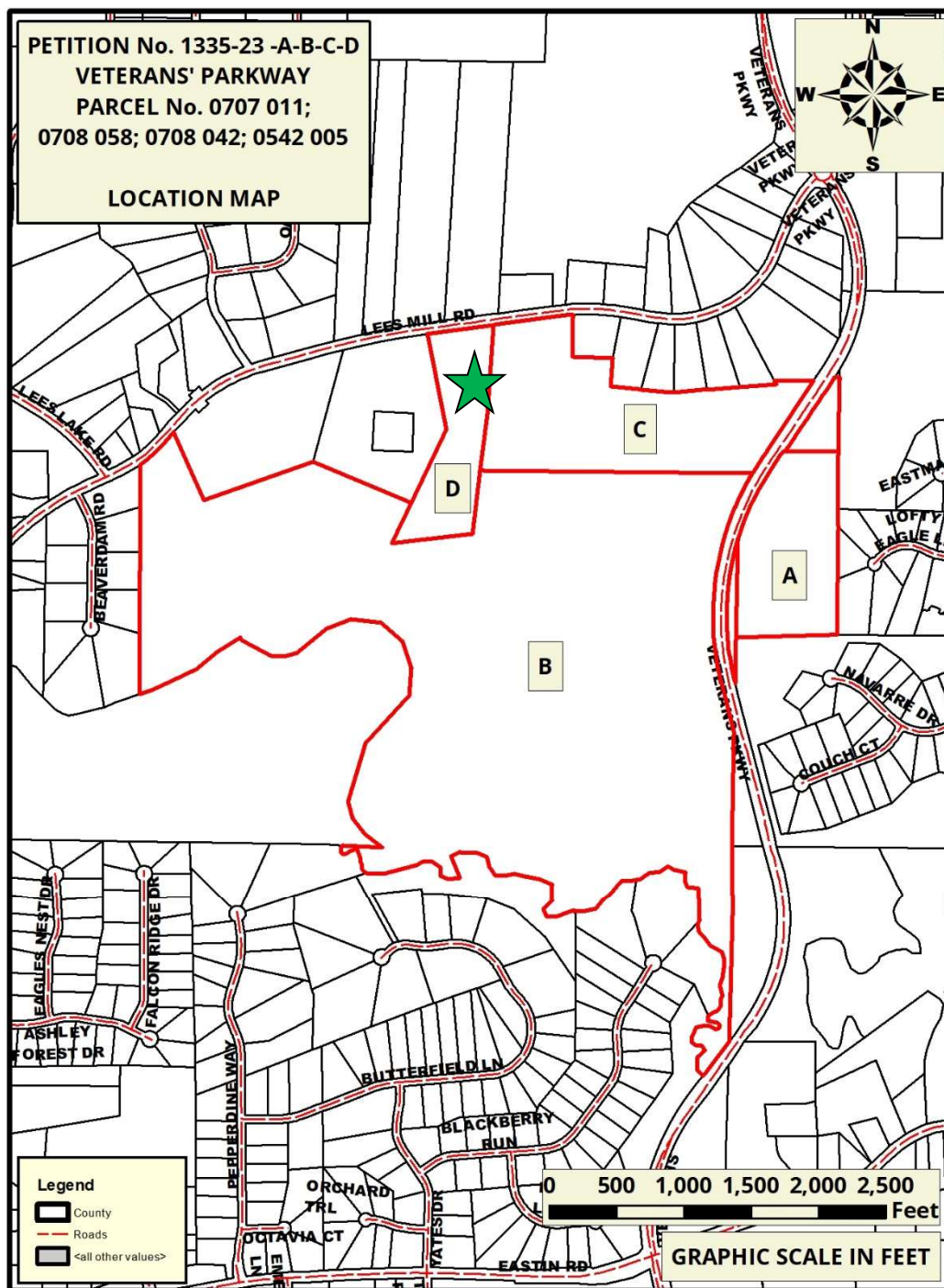
ZONING DISTRICT STANDARDS

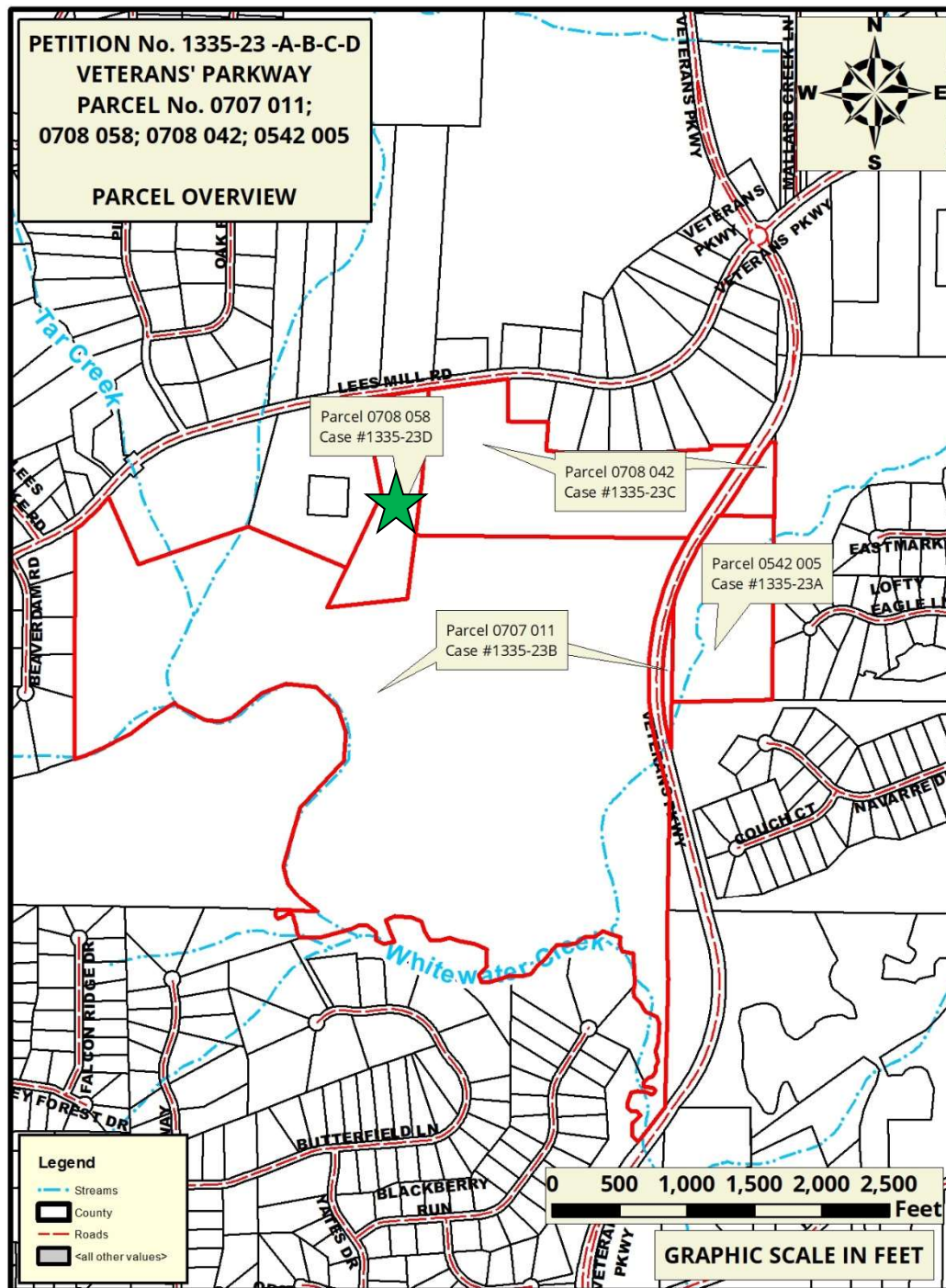
Sec. 110-125. A-R, Agricultural-Residential District.

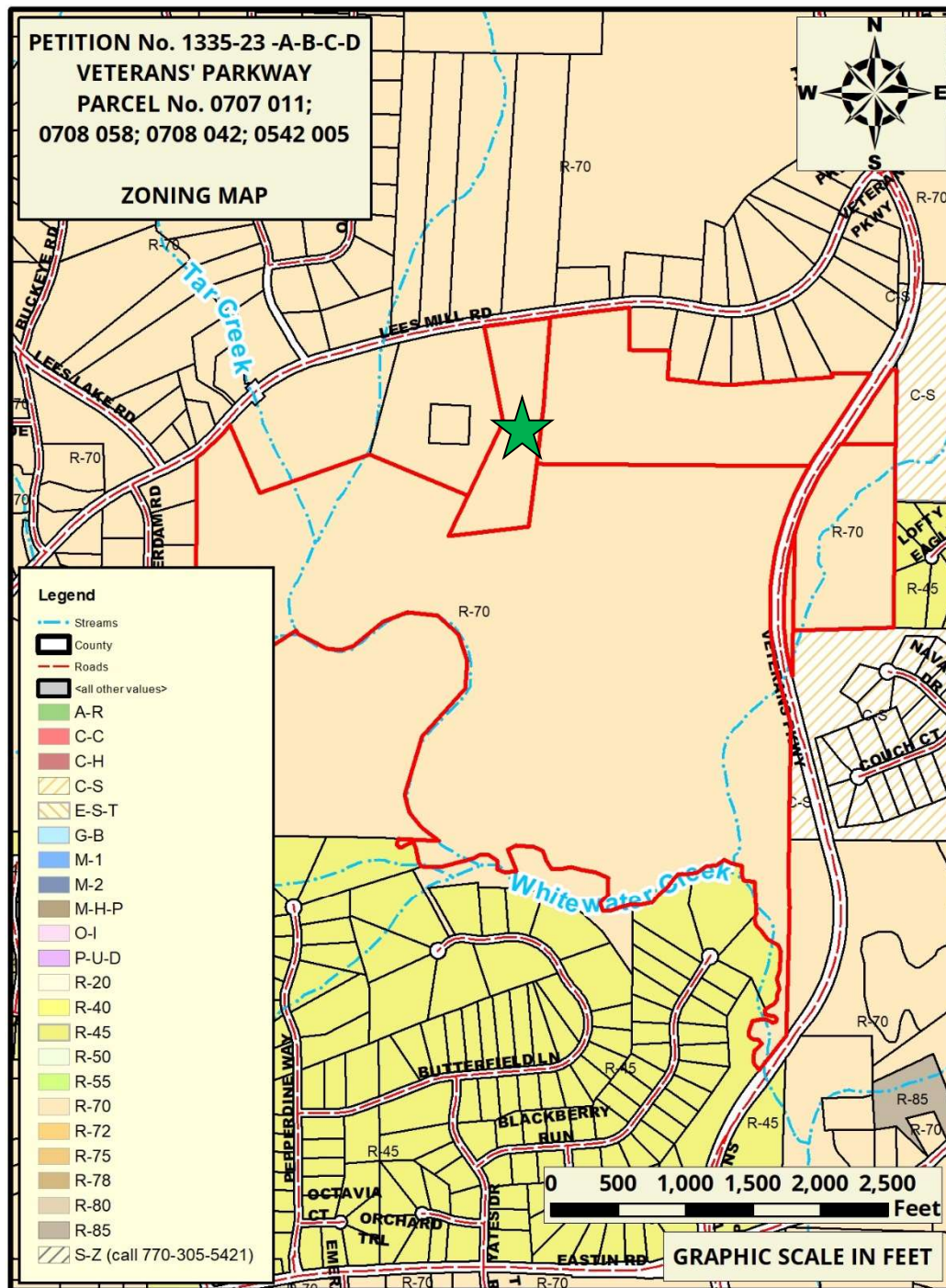
- (a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential and agricultural character and designed to protect against the depreciating effects of small lot, residential development and those uses which are incompatible with such a residential and agricultural environment.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the A-R zoning district:
 - (1) Single-family dwelling;
 - (2) Residential accessory structures and uses (see article III of this chapter);
 - (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
 - (4) Plant nurseries and greenhouses (no sales of related garden supplies);
 - (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
 - (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:
 - (1) Aircraft landing area;
 - (2) Animal hospital, kennel or veterinary clinic;
 - (3) A-R bed and breakfast inn;
 - (4) A-R wedding/event facility;
 - (5) Cemetery;
 - (6) Church and/or other place of worship;
 - (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
 - (8) Commercial driving range and related accessories;
 - (9) Child care facility;
 - (10) Deer processing facility.
 - (11) Developed residential recreational/amenity areas;
 - (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
 - (13) Golf course (minimum 18-hole regulation) and related accessories;
 - (14) Home occupation;
 - (15) Horse show, rodeo, carnival, and/or community fair;
 - (16) Hospital;
 - (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
 - (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
 - (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
 - (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
 - (21) Religious tent meeting; and

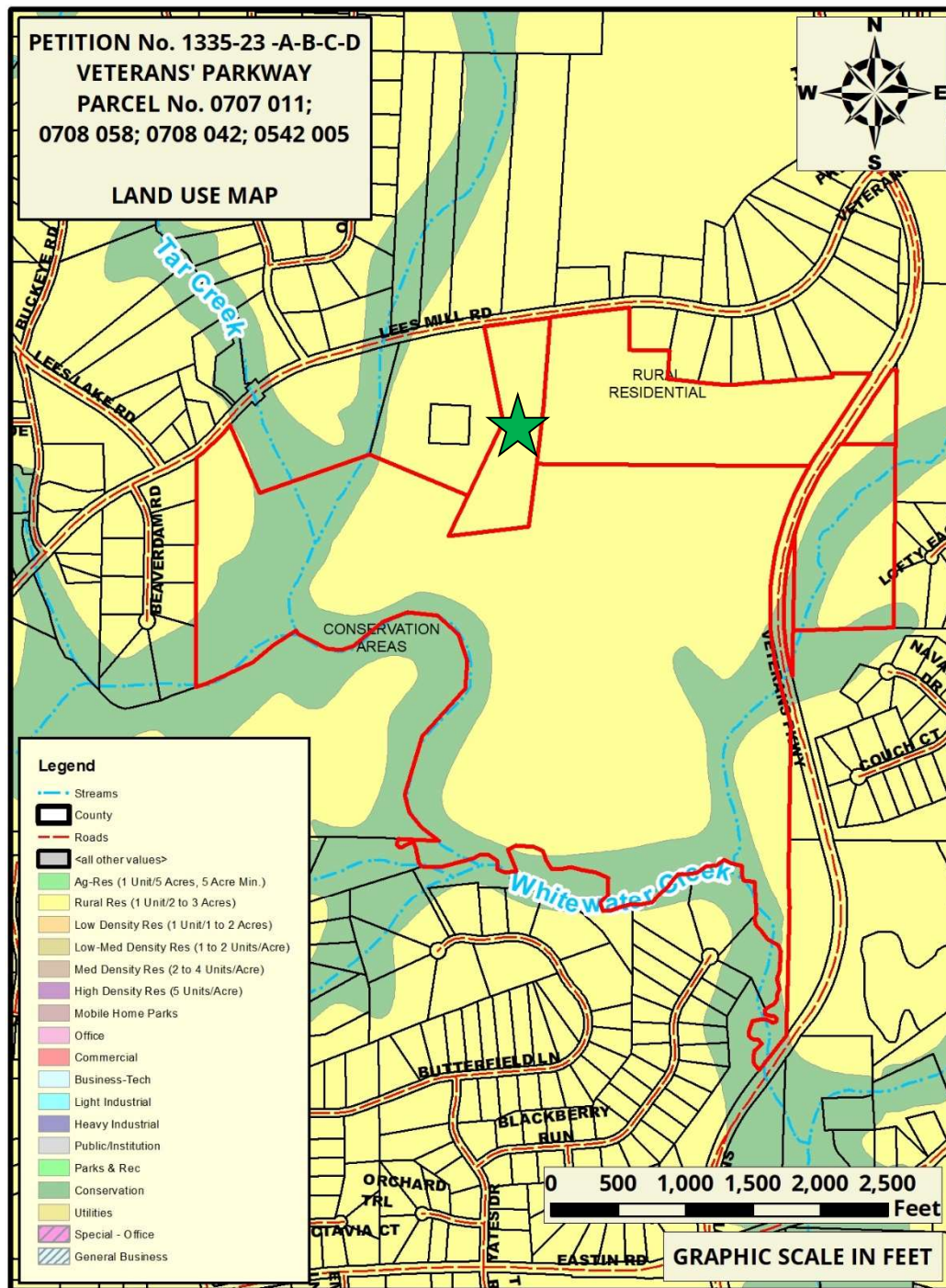
- (22) Shooting range, outdoor.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:
- (1) Lot area: 217,800 square feet (five acres).
 - (2) Lot width: 250 feet.
 - (3) Floor area: 1,200 square feet.
 - (4) Front yard setback:
 - a. Major thoroughfare:
 1. Arterial: 100 feet.
 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
 - (5) Rear yard setback: 75 feet.
 - (6) Side yard setback: 50 feet.
 - (7) a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.
- (e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.
- (Code 1992, § 20-6-1; Ord. of 7-28-2011; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2012-13, § 4, 12-13-2012; Ord. No. 2012-14, § 3, 12-13-2012; Ord. No. 2014-19, § 6,7, 12-11-2014; Ord. No. 2015-05, § 2, 3-26-2015; Ord. No. 2016-12, § 3, 7-28-2016; Ord. No. 2017-04, § 2, 3-23-2017; Ord. No. 2018-03, §§ 11, 12, 9-22-2018)

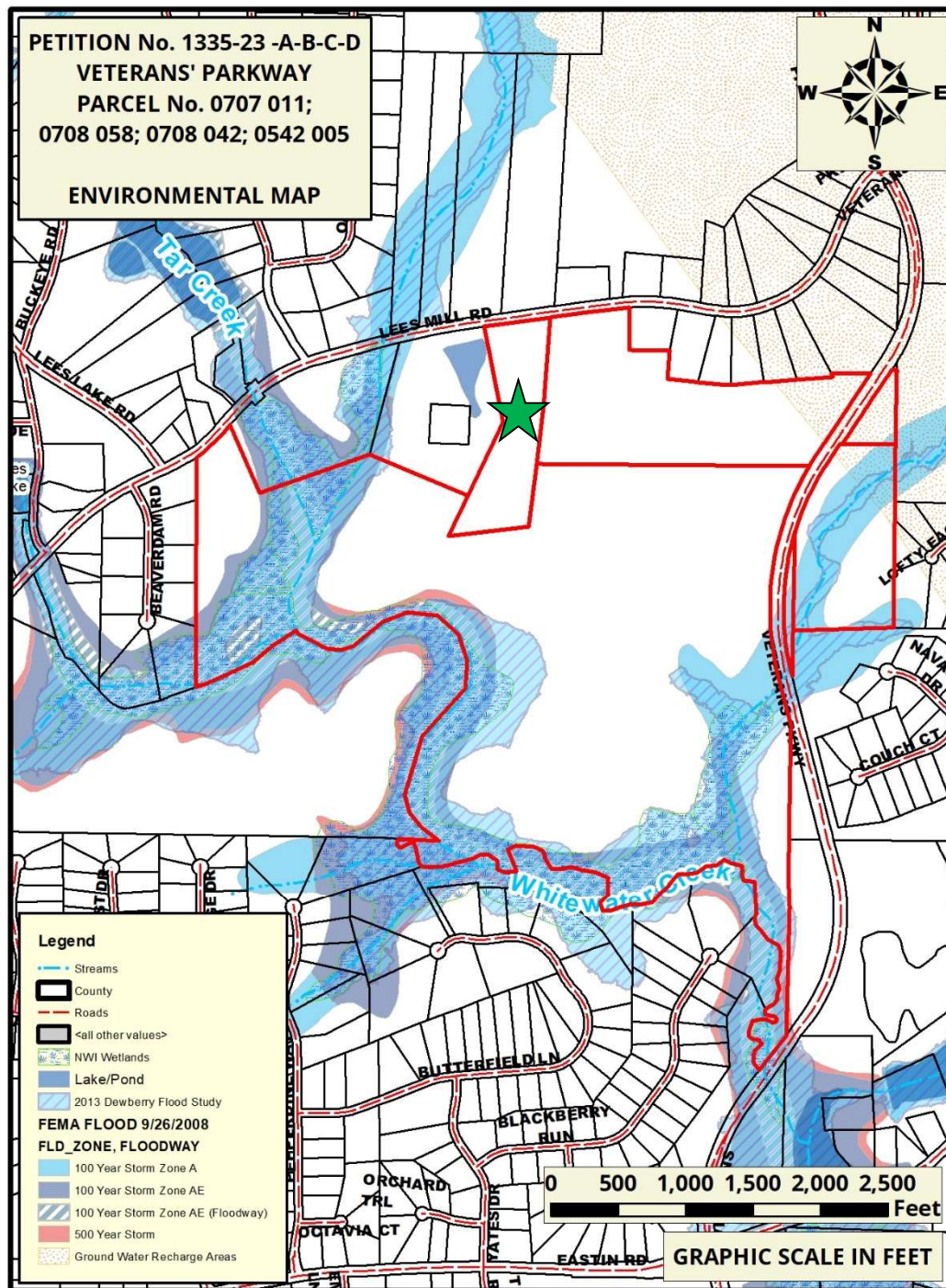


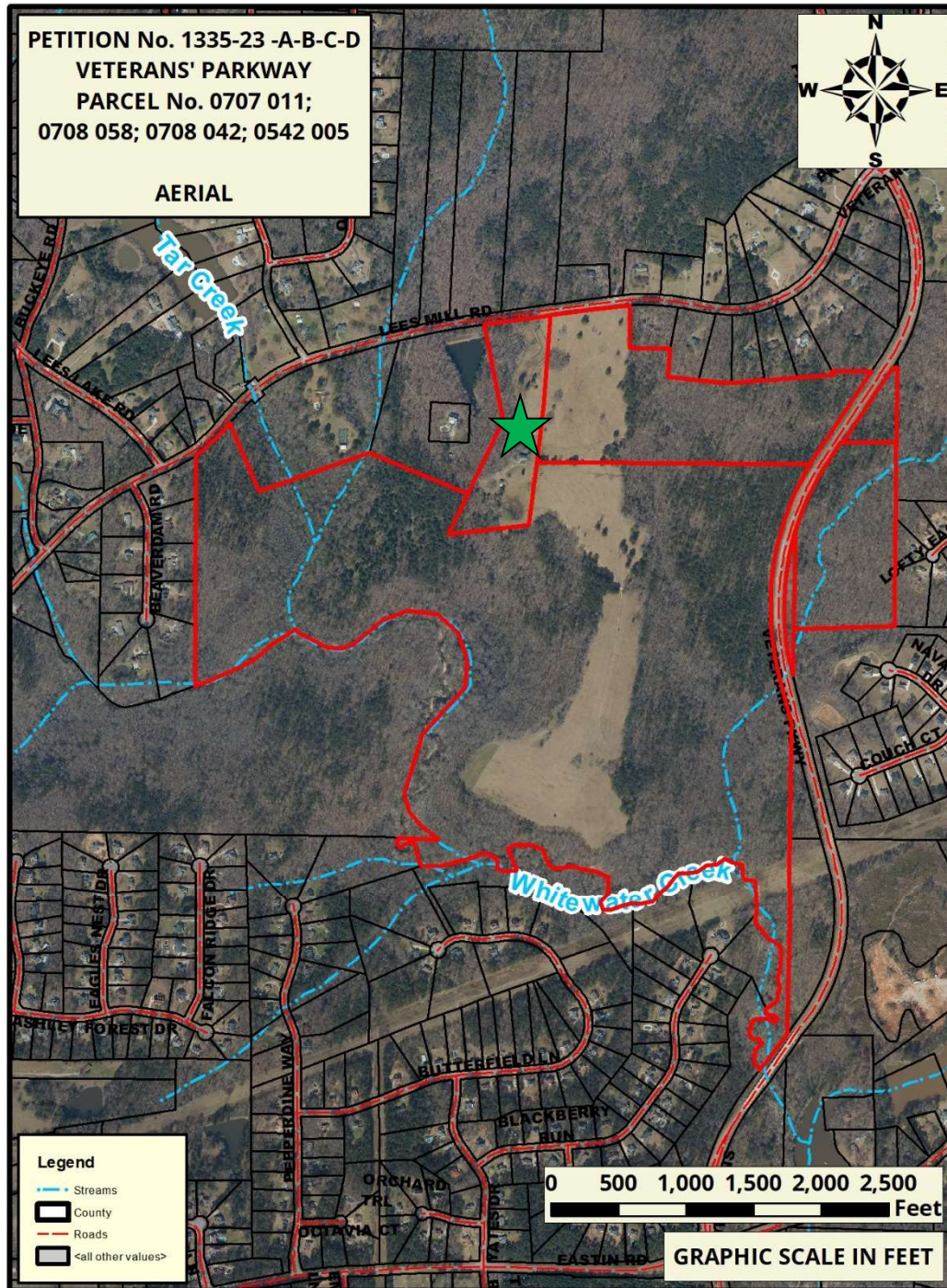












BOARD MEMBERS

Arnold L. Martin - Absent
 John Kruzan
 John H. Culbreth, Sr.
 Danny England
 Jim Oliver

STAFF

Deborah L. Bell, Planning and Zoning Director
 Deborah Sims, Zoning Administrator
 Christina Barker, Zoning Coordinator
 E. Allison Ivey Cox, County Attorney

AGENDA
FAYETTE COUNTY PLANNING COMMISSION MEETING
140 STONEWALL AVENUE WEST
December 7, 2023
7:00 pm

***Please turn off or turn to mute all electronic devices during the
 Planning Commission Meetings**

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
The agenda was amended to move item number 9 to item 5. Danny England made a motion to approve the agenda. John Culbreth seconded the motion. The motion passed 4-0. Arnold L. Martin was absent.
4. Consideration of the Minutes of the meeting held on November 2, 2023.
Danny England made a motion to approve the minutes from the November 2, 2023, meeting. John Kruzan seconded the motion. The motion passed 4-0.

PUBLIC HEARING

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-169.-Conditional use approval. 2) Conditional uses allowed. Bb. Horse show, rodeo, carnival, and/or community fair.
Danny England made a motion to approve the amendment to Sec. 110-169 of the Zoning Ordinance. John Kruzan seconded the motion. The motion passed 4-0.
6. Consideration of Petition No. 1335-23A, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 22.9674 acres from R-70 to A-R. The property is located in Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway.
John Culbreth made a motion to approve Petition No. 1335-23A with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.
7. Consideration of Petition No. 1335-23B, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 237.4382 acres from R-70 to A-R. The

property is located in Land Lots 13, 14, 18 & 19 of the 7th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23B with conditions. John Kruzan seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

8. Consideration of Petition No. 1335-23C, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 39.6621 acres from R-70 to A-R. The property is located in Land Lots 15 of the 7th District and Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23C with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

9. Consideration of Petition No. 1335-23D, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 18.4863 acres from R-70 to A-R. The property is located in Land Lots 14 & 15 of the 7th District and fronts on Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23D with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

PLANNING COMMISSION RECOMMENDATION**DATE:** December 7, 2023**TO:** Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1335-23D, the application of Veterans Parkway and Lees Mill South, LLC to rezone 18.4863 acres from R-70 to A-R , be:

_____ Approved _____ Withdrawn _____ Denied

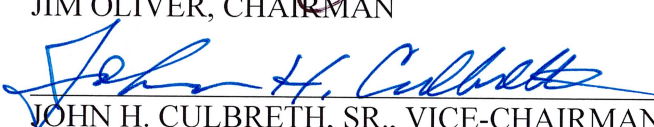
_____ Tabled until _____

3-1

☒ Approved with Conditions _____ See attached page 2.

This is forwarded to you for final action.


JIM OLIVER, CHAIRMAN


JOHN H. CULBRETH, SR., VICE-CHAIRMAN

ARNOLD L. MARTIN III


DANNY ENGLAND


JOHN J. KRUZAN

Remarks:

STATE OF GEORGIA
COUNTY OF FAYETTE

RESOLUTION**NO. 1335-23D**

WHEREAS, Veterans Parkway and Lees Mill South, LLC having come before the Fayette County Planning Commission on December 7, 2023, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

WHEREAS, said request being as follows: Request to rezone 18.4863 acres from R-70 to A-R, Land Lot 14 & 15 of the 7th District fronting on Lees Mill Road, for the purpose of developing a recreational facility.

WHEREAS, the Fayette County Planning Commission having duly convened, and considered said request;

BE IT RESOLVED that the decision of the Fayette County Planning Commission, that said request be **APPROVED WITH CONDITIONS**.

See attached page 2.

In compliance with the Fayette County Comprehensive Plan.
Compatible with the surrounding area.

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

ATTEST:



JIM OLIVER, CHAIRMAN

**DEBORAH BELL
PLANNING & ZONING DIRECTOR**

Conditions 1335-23 A, B, C, D

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Road between Sandy Creek Road and Veterans Parkway. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
- ~~6. Development plans shall utilize the Whitewater Creek watershed protection buffers Sec. 104-182 Minimum watershed protection requirements, Article VII Watershed Protection.~~
- ~~7. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 on the east side of Veterans Parkway shall be combined with Parcel No. 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.~~
8. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
- ~~9. Any development needing water along Veteran's will be required to install a 16-in line beginning at the tie-in at Lee's Mill/Veterans and south along Veterans.~~

**APPLICATION TO AMEND
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA**

PROPERTY INFORMATION:

Parcel No. 070711 / 0708042 / 0542005 / 0708058 Acreage: 321.34
 Land Lot: 13,14,15,18,19 / 224, 225 Land District: 5th & 7th
 Address: Lees Mill Road
 Existing Zoning: R70 Requested Zoning: AR
 Zoning of Surrounding Properties: R70
 Existing Use: Pasture/Agriculture Proposed Use: Agriculture/Recreation
 Total Number of Acres Requested to be Rezoned: 321.34
 Land Use Plan Designation: Rural Residential
 Name and Type of Access Road: Lees Mill Road / Veterans Parkway
 Location of Nearest Water Line: Lees Mill Road

PROPERTY OWNER INFORMATION

Name Veterans Pkwy and Lees Mill South, LLC
 Email _____
 Address 3050 Peachtree NW, Suite 740
Atlanta, GA 30305
 Phone _____

AGENT/DEVELOPER INFORMATION

(If not owner)

Name Fayette County Development Authority
 Email nvanderslice@fayettega.org
 Address 200 Courthouse Square
Fayetteville, GA 30214
 Phone 770-461-5253

(THIS AREA TO BE COMPLETED BY STAFF):

PETITION NUMBER: 1335-23

[] Application Insufficient due to lack of: _____

by Staff: _____ Date: _____

[✓] Application and all required supporting documentation is Sufficient and Complete

by Staff: Debbie Bell Date: 10/10/2023

DATE OF PLANNING COMMISSION HEARING: Dec. 7, 2023

DATE OF COUNTY COMMISSIONERS HEARING: Jan. 11, 2024

Received from _____ a check in the amount of \$ _____ for application filing fee, and \$ _____ for deposit on frame for public hearing sign(s).

Date Paid: _____ Receipt Number: _____

Rezoning Application, Fayette County, GA

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

Veterans Pkwy and Lees Mill South, LLC

Please Print Names

Property Tax Identification Number(s) of Subject Property: 0707011 / 0708042 / 0708058 / 0542005

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 224 & 225 of the 5th District, and (if applicable to more than one land district) Land Lot(s) 13, 14, 15, 18, 19 of the 7th District, and said property consists of a total of 321.34 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Fayette County Development Authority to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

[Signature]
 Signature of Property Owner 1

3050 Peachtree NW, Suite 740, Atlanta, GA 30305

Address

Rosalinda Matta
 Signature of Notary Public

10/10/2023
 Date

Signature of Property Owner 2

Address

Signature of Notary Public

Date

Signature of Property Owner 3

Address

Signature of Notary Public

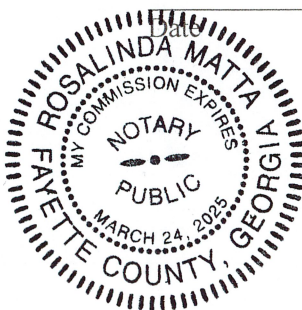
Date

Signature of Authorized Agent

Address

Signature of Notary Public

Date



OWNER'S AFFIDAVIT

NAME: Veterans Pkwy and Lees Mill South, LLC PETITION NUMBER: _____ADDRESS: 3050 Peachtree NW, Suite 740 Atlanta, GA 30305

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

Veterans Pkwy and Lees Mill South, LLC affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) 5th & 7th Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 600 to cover all expenses of public hearing. He/She petitions the above named to change its classification to AR.

This property includes: (check one of the following)

☒ See attached legal description on recorded deed for subject property or☐ Legal description for subject property is as follows:PUBLIC HEARING to be held by the Planning Commission of Fayette County on the 7th day of December, 2023 at 7:00 P.M.PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the 11th day of January, 2024 at 7:00 P.M.SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 DAY OF OCTOBER, 2023


 SIGNATURE OF PROPERTY OWNER

 SIGNATURE OF PROPERTY OWNER

Rosalinda Matto

 NOTARY PUBLIC


AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, Veterans Pkwy and Lees Mill South, LLC, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 100ft feet of right-of-way along Veterans Parkway and Lees Mill Road as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare)	60-foot right-of-way (30' measured from each side of road centerline)
Collector Street (Major Thoroughfare)	80-foot right-of-way (40' measured from each side of road centerline)
Arterial Street (Major Thoroughfare)	100-foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 10 day of OCTOBER, 2023.

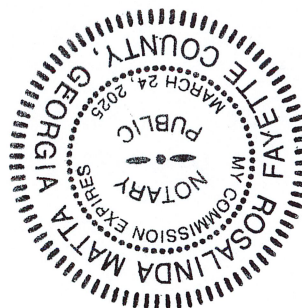


SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER



NOTARY PUBLIC




DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

- A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.
- B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: www.dca.state.ga.us/DRI/.
- C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".
- ☒ The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds .
- ☐ The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this 10th day of October, 2023.



 APPLICANT'S SIGNATURE

**Developments of Regional Impact
Tiers and Development Thresholds**

Type of Development	Metropolitan Regions	Non-metropolitan Regions
(1) Office	Greater than 400,000 gross square feet	Greater than 125,000 gross square feet
(2) Commercial	Greater than 300 000 gross square feet	Greater than 175,000 gross square feet
(3) Wholesale & Distribution	Greater than 500 000 gross square feet	Greater than 175,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day
(5) Housing	Greater than 400 new lots or units	Greater than 125 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1, 600 workers; or covering more than 400 acres	Greater than 175,000 gross square feet; or employing more than 500 workers; or covering more than 125 acres
(7) Hotels	Greater than 400 rooms	Greater than 250 rooms
(8) Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	Gross square feet greater than 125,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 40 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
(9) Airports	All new airports runways and runway extensions	Any new airport with a paved runway; or runway additions of more than 25% of existing runway length
(10) Attractions & Recreational Facilities	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000
(11) Post-Secondary School	New school with a capacity of more than 2,400 students or expansion by at least 25 percent of capacity	New school with a capacity of more than 750 students or expansion by at least 25 percent of capacity
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility or expansion of use of an existing facility by 50 percent or more
(13) Quarries, Asphalt &, Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(14) Wastewater Treatment Facilities	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(15) Petroleum Storage Facilities	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels
(16) Water Supply, Intakes/Reservoirs	New Facilities	New Facilities
(17) Intermodal Terminals	New Facilities	New Facilities
(18) Truck Stops	A new facility with more than three diesel fuel pumps; or spaces.	A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces.
(19) Any other development types not identified above (includes parking facilities)	1000 parking spaces	1000 parking spaces

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DISCLOSURE STATEMENT

(Please check one)

Campaign contributions: X No Yes (see attached disclosure report)

TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

§ 36-67A-3. Disclosure of campaign contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

HISTORY: Code 1981, § 36-67A-3, enacted by Ga. L. 1986, p. 1269, § 1; Ga. L. 1991, p. 1365, § 1; Ga. L. 1993, p. 91, § 36.

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

(All applications/documentation must be complete at the time of application submittal or the application will not be accepted)

- ☒ Application form and all required attachments completed, signed, and notarized, as applicable.
- ☒ Copy of latest recorded deed, including legal description of the boundaries of the subject property to be rezoned.
- ☒ Boundary Survey (Separate from Conceptual Plan; 1 paper copy and 1 electronic copy in .pdf format), drawn to scale, showing north arrow, land lot and district, dimensions, and street location of the property, prepared (signed & sealed) by a land surveyor.
- ☒ Legal Description (must have metes and bounds) – 1 paper copy and 1 electronic copy in Microsoft Word .docx format
- ☒ Conceptual Plan (1 paper copy and 1 electronic file in .pdf format). The Conceptual Plan is not required to be signed and sealed by a registered surveyor, engineer or architect. The Conceptual Plan may be prepared on the boundary line survey; however it is required to be drawn to scale, and include all applicable items below:
 - ☒ a. The total area of the subject property to be rezoned (to the nearest one-hundredth of an acre), the existing zoning district(s) of the subject property, and the area within each zoning district if more than one district.
 - ☒ b. Approximate location and size of proposed structures, use areas and improvements (parking spaces, and aisles, drives, etc.) on the subject property for non-residential rezoning requests, including labeling the proposed use of each proposed structure/use area.
 - ☒ c. General layout of a proposed subdivision (residential or non-residential) including the delineation of streets and lots. The items of b. above are not required in this instance but may be included if known.
 - ☒ d. Approximate location and size of existing structures and improvements on the parcel, if such are to remain. Structures to be removed must be indicated and labeled as such.
 - ☒ e. Minimum zoning setbacks and buffers, as applicable.
 - ☒ f. Location of all existing and proposed easements and streets on or adjacent to the subject property, indicating type and width of existing and proposed easements and centerline of streets including width of right-of-way.
 - ☒ g. Location and dimensions of exits/entrances to the subject property.
 - ☒ h. Approximate location and elevation of the 100-year flood plain and Watershed Protection Ordinance requirements, as applicable.
 - ☒ i. Approximate location of proposed on-site stormwater facilities, including detention or retention facilities.
- ☒ A letter of intent for a non-residential rezoning request, including the proposed use(s).

(1)

Doc ID: 011836650004 Type: WD
 Recorded: 07/24/2023 at 03:00:00 PM
 Fee Amt: \$1,080.60 Page 1 of 4
 Transfer Tax: \$1,055.60
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court
 BK 5635 PG 647-650

(Above Reserved for Recording)

After recording, please return to:
 Matthew L. Ramsey, Esq.
 Warner, Hooper & Ramsey, P.C.
 101 World Drive – Suite 325
 Peachtree City, Georgia 30269

STATE OF GEORGIA
 COUNTY OF FAYETTE

Tax Parcel ID #: 0708 058

LIMITED WARRANTY DEED

THIS INDENTURE is made effective on the 21st day of July, 2023, by **G. PATRICK GREEN** ("Grantor"), and **VETERANS PKWY & LEES MILL SOUTH, LLC**, a Delaware limited liability company ("Grantee").

WITNESSETH:

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby transfer and convey unto Grantee, that certain real property lying in Fayette County, Georgia being more fully described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, if any, together with all rights, members and appurtenances in any manner appertaining or belonging to said property (collectively the "Property");

TO HAVE AND TO HOLD the Property unto Grantee forever in fee simple; subject only to those matters described on Exhibit "B" attached hereto and made a part hereof (hereinafter the "Permitted Encumbrances") and Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor but against none other. "Grantor", "Grantors" and "Grantee" shall include their respective heirs, successors and assigns.

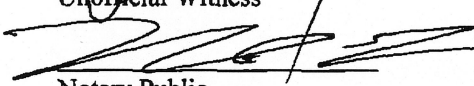
IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year first set forth above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

 (SEAL)
G/PATRICK GREEN


Unofficial Witness


Notary Public

My commission expires: 1/20/2025

[NOTARIAL SEAL]

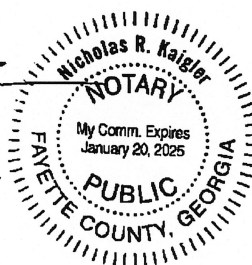


EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 14 and 15 of the 7th District of Fayette County, Georgia, and being more particularly described as follows:

Commencing at a point located on the Southerly Right-of-Way of Lees Mill Road, said point being the Northeast corner of properties of William P. Wyatt and Linda M. Wyatt as shown on a plat of survey prepared by Landmark Surveying, Inc. dated June 28, 1985; said point also being located 671.38 feet easterly as measured along the Southerly Right-of-Way of Lees Mill Road (80 foot Right-of-Way) from the intersection formed by the Southerly Right-of-Way of Lees Mill Road and the West land lot line of Land Lot 15; thence along said Right-of-Way of Lees Mill Road a distance of 639.19 feet to the POINT OF BEGINNING; thence continuing along said Right-of-Way North 01 Degrees 15 Minutes 34 Seconds East a distance of 499.03 feet; thence departing said Right-of-Way South 04 Degrees 48 Minutes 28 Seconds East a distance of 667.30 feet; thence South 01 Degrees 32 Minutes 24 Seconds West a distance of 894.87 feet; thence South 75 Degrees 29 Minutes 00 Seconds West a distance of 600.00 feet; thence North 08 Degrees 19 Minutes 39 Seconds East a distance of 928.13 feet; thence North 06 Degrees 16 Minutes 29 Seconds West a distance of 720.03 feet to the POINT OF BEGINNING.

Being shown on plat of survey prepared by R. M. Boyd, Registered Land Surveyor No. 2227, dated June 25, 1986, Revised 2/16/90, Revised 7/20/90, for G. Patrick Green.

EXHIBIT "B"**PERMITTED EXCEPTIONS**

1. All taxes for the year 2023 and subsequent years, not yet due and payable.
2. Any and all matters stated and shown on that certain plat recorded in Plat Book 33, Page 91, in the office of the Clerk of Superior Court of Fayette County, Georgia.
3. Right of Way Deed from Mrs. Johnnie Hobgood Green a/k/a Mrs. Albert J. Green to Fayette County, recorded December 10, 1970, in Deed Book 98, Page 127, in the office of the Clerk of Superior Court of Fayette County, Georgia.

②

Doc ID: 011836660003 Type: QCD
 Recorded: 07/24/2023 at 03:00:00 PM
 Fee Amt: \$25.00 Page 1 of 3
 Transfer Tax: \$0.00
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court
 BK **5635** PG **651-653**

Return To:

Matthew L. Ramsey, Esq.
 Warner, Hooper & Ramsey, P.C.
 101 World Drive – Suite 325
 Peachtree City, Georgia 30269

STATE OF GEORGIA
 COUNTY OF FAYETTE

Tax Parcel ID #: 0708 058

QUITCLAIM DEED

This indenture made this 21st day of July, 2023, between **G. PATRICK GREEN** ("Grantor") and **VETERANS PKWY & LEES MILL SOUTH, LLC**, a Delaware limited liability company ("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 (\$10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents do hereby remise, convey and forever QUITCLAIM unto the said Grantee the following described property:

All that tract or parcel of land lying and being in Land Lots 14 and 15, 7th District, Fayette County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

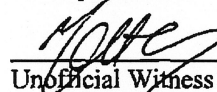
TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

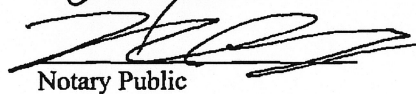
IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year first set forth above.

GRANTOR:

 (SEAL)
G. PATRICK GREEN

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My commission expires: 1/20/2025

[NOTARIAL SEAL]

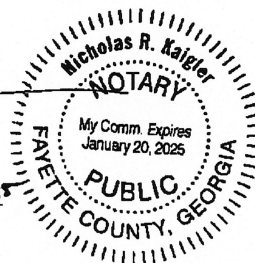


EXHIBIT "A"

PROPERTY DESCRIPTION

(302 LEE'S MILL ROAD)

All that tract or parcel of land lying and being in Land Lots 14 & 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in a rock located at the Land Lot Corner common to Land Lots 13 & 14, 7th District, and Land Lots 193 & 224, 5th District; thence, leaving said point and the said land lot corner and running a direct tie of North 36° 38' 16" West, 2,885.28 feet to a ½ inch rebar found, being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and running

1. South 76° 31' 18" West, 600.23 feet to a ½ inch rebar found inside of a pipe; thence,
2. North 09° 21' 49" East, 466.07 feet to a ½ inch rebar found; thence,
3. North 09° 22' 40" East, 462.09 feet to a 3/8 inch rebar found; thence,
4. North 05° 14' 49" West, 720.16 feet to a bolt found in a boulder on the Southeasterly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
5. North 82° 17' 31" East, 499.03 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
6. South 03° 47' 35" East, 667.43 feet to a ½ inch rebar found; thence,
7. South 02° 34' 38" West, 894.88 feet to the Point of Beginning, containing 805,262 square feet or 18.4863 acres of land, more or less.

Containing 805,262 square feet or 18.4863 acres, more or less, and being the same property as is shown on that certain ALTA/NSPS Land Title Survey dated May 17, 2023, prepared for SA Land Group, LLC & Chicago Title Insurance Company by TerraMark Land Surveying, Inc., bearing the seal of Joshua D. Wilson, Georgia Registered Land Surveyor, Certificate Number 3501, Project # 2023-093, said survey being incorporated herein and made a part hereof by reference.

PROPERTY DESCRIPTION

(302 LEE'S MILL ROAD)

All that tract or parcel of land lying and being in Land Lots 14 & 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in a rock located at the Land Lot Corner common to Land Lots 13 & 14, 7th District, and Land Lots 193 & 224, 5th District; thence, leaving said point and the said land lot corner and running a direct tie of North 36° 38' 16" West, 2,885.28 feet to a ½ inch rebar found, being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and running

1. South 76° 31' 18" West, 600.23 feet to a ½ inch rebar found inside of a pipe; thence,
2. North 09° 21' 49" East, 466.07 feet to a ½ inch rebar found; thence,
3. North 09° 22' 40" East, 462.09 feet to a 3/8 inch rebar found; thence,
4. North 05° 14' 49" West, 720.16 feet to a bolt found in a boulder on the Southeasterly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road
5. North 82° 17' 31" East, 499.03 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running
6. South 03° 47' 35" East, 667.43 feet to a ½ inch rebar found; thence,
7. South 02° 34' 38" West, 894.88 feet to the Point of Beginning, containing 805,262 square feet or 18.4863 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

FAYETTE COUNTY

PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23A
Owner/Agent: Veterans Parkway and Lees Mill South, LLC, Owner
Fayette County Development Authority, Agent
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0542 005
Area of Property: 22.9674 acres
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 224 & 225 of the 5th District

Fronts on: Veterans Parkway
Legal Description:
"Veteran's Parkway - Tract 1"

All that tract or parcel of land lying and being in Land Lots 224 & 225, 5th District, Fayette

County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly

Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and the said line of Veteran's Parkway and running with the said land lot line, North 28° 30' East, 358.02 feet to a nail found in stone being the True Point of Beginning of the herein described tract or parcel of land; then, leaving the said Point of Beginning and continuing along the said land lot line 1. North 00° 54' 25" East, 694.56 feet to a point on the aforesaid line of Veteran's Parkway;

then, leaving the aforesaid land lot line and running with the said line of Veteran's Parkway 2. South 35° 00' 07" West, 346.22 feet to a point in the centerline of Whitewater Creek; then, running with the meanderings of the said creek centerline the following courses and distances 3. North 45° 26' 00" West, 52.34 feet; then, 4. North 15° 05' 40" West, 61.60 feet; then, 5. North 33° 40' 34" East, 68.06 feet; then, 6. North 24° 05' 05" East, 53.32 feet; then, 7. North 67° 02' 30" West, 61.54 feet; then, 8. North 39° 47' 04" West, 58.96 feet; then, 9. North 04° 25' 30" East, 81.78 feet; then, 10. North 66° 19' 09" East, 75.19 feet; then, 11. South 67° 56' 31" East, 80.42 feet; then, 12. North 68° 39' 24" East, 64.82 feet; then, 13. North 21° 33' 28" West, 43.65 feet; then, 14. North 81° 08' 28" West, 73.51 feet; then, 15. North 09° 02' 29" West, 42.06 feet; then, 16. North 62° 39' 15" East, 94.52 feet; then, 17. North 15° 03' 31" East, 76.25 feet; then, 18. North 03° 26' 29" West, 125.78 feet; then, 19. North 17° 33' 00" East, 102.77 feet; then, 20. North 00° 56' 30" East, 96.75 feet; then,

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 0° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 59,901 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

11/22

PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23B
Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0707 011

Area of Property: 236.2848 acres (Tract 3A) & 1.1984 acres (Tract 3B)
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 13, 14, 18 & 19 of the 7th District: 224 of the 5th District

Fronts on: Veterans Parkway & Lees Mill Road
Legal Description:

"Lee's Mill Road and Veteran's Parkway - Tract 3A & 3B" Tax Parcel 1D #0707 011 Tract 3A

All that tract or parcel of land lying and being in Land Lots 13, 14, 18 & 19 of the 7th District, and Land Lot 224 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a tack found in rock at the Land Lot Corner common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District; then, leaving the said Point of Beginning and running with the said land lot line common to land lots 13 & 193

1. South 00° 40' 30" West, 1,444.84 feet to a 1/2 inch rebar with cap "LSF810" set on the Northwesterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide

r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), then, running with the said line of Veteran's Parkway 2. South 35° 00' 07" West, 346.22 feet to a point in the centerline of Whitewater Creek; then, running with the meanderings of the said creek centerline the following courses and distances 3. North 45° 26' 00" West, 52.34 feet; then, 4. North 15° 05' 40" West, 61.60 feet; then, 5. North 33° 40' 34" East, 68.06 feet; then, 6. North 24° 05' 05" East, 53.32 feet; then, 7. North 67° 02' 30" West, 61.54 feet; then, 8. North 39° 47' 04" West, 58.96 feet; then, 9. North 04° 25' 30" East, 81.78 feet; then, 10. North 66° 19' 09" East, 75.19 feet; then, 11. South 67° 56' 31" East, 80.42 feet; then, 12. North 68° 39' 24" East, 64.82 feet; then, 13. North 21° 33' 28" West, 43.65 feet; then, 14. North 81° 08' 28" West, 73.51 feet; then, 15. North 09° 02' 29" West, 42.06 feet; then, 16. North 62° 39' 15" East, 94.52 feet; then, 17. North 15° 03' 31" East, 76.25 feet; then, 18. North 03° 26' 29" West, 125.78 feet; then, 19. North 17° 33' 00" East, 102.77 feet; then, 20. North 00° 56' 30" East, 96.75 feet; then,

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 0° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 59,901 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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Legals continued page B5

Wednesday, November 22, 2023

Continued from page B4

21. North 41° 20' 06" West, 37.61 feet; then, 22. North 54° 40' 04" West, 77.14 feet; then, 23. North 40° 14' 36" West, 144.79 feet; then, 24. North 1° 15' 52" West, 69.06 feet; then, 25. North 01° 06' 42" West, 238.14 feet; then, 26. North 80° 07' 45" West, 44.04 feet; then, 27. North 58° 51' 35" West, 58.42 feet; then, 28. North 17° 26' 59" West, 116.05 feet; then, 29. North 81° 13' 11" West, 116.28 feet; then, 30. South 68° 06' 00" West, 215.77 feet; then, 31. South 84° 49' 40" West, 107.71 feet; then, 32. South 44° 29' 15" West, 204.77 feet; then, 33. South 36° 37' 43" West, 96.46 feet; then, 34. South 69° 44' 43" West, 122.08 feet; then, 35. North 64° 58' 27" West, 78.08 feet; then, 36. South 60° 44' 06" West, 108.13 feet; then, 37. North 84° 50' 29" West, 115.56 feet; then, 38. North 16° 49' 20" East, 74.95 feet; then, 39. North 15° 39' 17" West, 80.38 feet; then, 40. North 34° 16' 25" East, 93.39 feet; then, 41. North 71° 01' 33" West, 194.53 feet; then, 42. North 65° 03' 53" West, 102.99 feet; then, 43. South 65° 12' 27" West, 94.55 feet; then, 44. South 83° 17' 15" West, 64.59 feet; then, 45. North 30° 00' 15" West, 49.05 feet; then, 46. North 36° 18' 32" East, 39.82 feet; then, 47. North 07° 35' 22" East, 42.86 feet; then, 48. North 49° 44' 27" West, 96.42 feet; then, 49. North 75° 48' 16" West, 84.65 feet; then, 50. South 07° 48' 51" West, 145.31 feet; then, 51. South 62° 20' 47" West, 44.73 feet; then, 52. South 79° 37' 03" West, 68.08 feet; then, 53. North 85° 36' 27" West, 133.35 feet; then, 54. South 64° 19' 32" West, 132.92 feet; then, 55. South 75° 08' 03" West, 95.65 feet; then, 56. South 57° 22' 02" West, 84.02 feet; then, 57. South 71° 54' 28" West, 48.62 feet; then, 58. North 37° 38' 36" West, 111.11 feet; then, 59. North 15° 39' 31" West, 143.31 feet; then, 60. South 69° 54' 53" West, 127.48 feet; then, 61. North 60° 47' 50" West, 33.74 feet; then, 62. North 05° 29' 39" West, 28.72 feet; then, 63. North 34° 35' 02" East, 74.66 feet; then, 64. North 01° 34' 59" East, 112.94 feet; then, 65. North 14° 00' 55" East, 130.98 feet; then, 66. North 61° 45' 08" East, 101.74 feet; then, 67. North 43° 27' 38" East, 172.86 feet; then, 68. North 10° 31' 27" West, 116.23 feet; then, 69. North 25° 16' 24" East, 96.62 feet; then, 70. North 03° 15' 12" West, 116.30 feet; then, 71. North 85° 38' 58" West, 74.75 feet; then, 72. North 21° 54' 17" West, 88.51 feet; then, 73. North 38° 24' 13" East, 60.89 feet; then, 74. North 03° 18' 05" East, 107.80 feet; then, 75. North 49° 03' 01" East, 54.25 feet; then, 76. South 68° 03' 26" East, 78.30 feet; then, 77. North 46° 32' 02" East, 49.39 feet; then, 78. North 27° 07' 58" West, 124.11 feet; then, 79. North 20° 49' 37" East, 113.43 feet; then, 80. North 13° 10' 15" West, 152.30 feet; then, 81. North 25° 08' 33" East, 68.82 feet; then, 82. North 05° 05' 06" West, 54.49 feet; then, 83. North 51° 45' 13" West, 78.77 feet; then, 84. North 71° 21' 14" West, 90.14 feet; then, 85. South 85° 31' 31" West, 108.82 feet; then, 86. North 67° 39' 15" West, 74.46 feet; then, 87. South 70° 04' 59" West, 49.64 feet; then, 88. South 87° 20' 23" West, 80.80 feet; then, 89. South 30° 30' 21" West, 199.13 feet; then, 90. South 74° 58' 42" West, 288.14 feet; then, 91. North 72° 04' 07" West, 118.00 feet; then, 92. South 84° 20' 07" West, 122.08 feet; then, 93. North 73° 31' 36" West, 90.81 feet; then, 94. South 63° 12' 14" West, 167.50 feet; then, 95. South 53° 54' 41" West, 226.91 feet; then, 96. South 67° 35' 25" West, 366.69 feet; then, leaving the aforesaid centerline of Whitewater Creek and running 97. North 00° 54' 44" East, 1,093.02 feet to a 5/8 inch rebar found; then, 98. North 00° 54' 44" East, 10.02 feet to a 1/2 inch rebar with cap "LSF810" set on the Southeastly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); then, running with the said line of Lee's Mill Road 99. 207.85 feet along the arc of a curve deflecting to the left, having a

common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; then, leaving said point and running with the said line of Veteran's Parkway 1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 0° 06' 01" East, 1,052.56 feet; then, leaving the aforesaid line of Veteran's Parkway and running 2. South 00° 54' 25" West, 694.56 feet to a nail found in stone; then, 3. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 59,901 square feet or 1.1984 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

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PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23C
Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority
Existing Zoning District: R-70
Proposed Zoning District: A-R
Parcel Number: 0708 042

Area of Property: 39.0452 acres (Tract 4A) & 0.6169 acres (Tract 4B)
Proposed Use: Agriculture and Recreation
Land Lot(s)/District: 15 of the 7th District: 224 & 225 of the 5th District

Fronts on: Veterans Parkway & Lees Mill Road
Legal Description:

"Lee's Mill Road and Veteran's Parkway - Tract 4A & 4B" Tax Parcel 1D #0707 042

Tract 4A All that tract or parcel of land lying and being in Land Lot 15 of the 7th District, and Land Lots 224 & 225 of the 5th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in rock at the Land Lot Corner

common to Land Lots 13 & 14 of the 7th District, and Land Lots 193 & 224 of the 5th District;

then, leaving said point and running with the said land lot line common to land lots 14 & 224;

North 01° 00' 10" East, 833.74 feet to a 1/2 inch rebar with cap "LSF810" set at the intersection of the said Land Lot Line and the Northwesterly Right-of-Way Line of Veteran's Parkway,

(apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way

Plans (West Fayetteville Bypass - Phase II), then, leaving the said Land Lot Line and running with the said line of Veteran's Parkway, North 14° 33' 26" West, 361.19 feet to a point being 1.16 feet northwest of a concrete r/w monument found; then, 1,635.59 feet along the arc of a curve deflecting to the right, having a radius of 2,050.00 feet and a chord bearing and distance of North 08° 17' 58" East, 1,592.55 feet to the Point of Beginning of the herein described tract or parcel of land; then, leaving the said line of Veteran's Parkway and running along a line which becomes the Land Lot Line common to Land Lots 14 and 15 of the 7th District 1. North 89° 01' 51" West, 1,854.36 feet; then, leaving the aforesaid Land Lot Line common to Land Lots 14 & 15 and running 2. North 02° 34' 38" East, 419.18 feet to a 1/2 inch rebar found; then, 3. North 03° 47' 35" West, 667.43 feet to a 1/2 inch rebar found on the aforesaid line of Lee's Mill Road; then, running with the said line of Lee's Mill Road 4. 86.20 feet along the arc of a curve deflecting to the right, having a radius of 3,391.93 feet and a chord bearing and distance of North 81° 38' 00" East, 86.90 feet; then, 5. North 82° 21' 41" East, 347.96 feet; then, 6. 111.22 feet along the arc of a curve deflecting to the right, having a radius of 5,391.92 feet and a chord bearing and distance of North 82° 57' 09" East, 111.22 feet to a 1/2 inch rebar found; then, leaving the aforesaid line of

Wednesday, November 22, 2023

Lee's Mill Road and running 7. South 02° 22' 53" East, 309.13 feet to a ½ inch rebar found; thence, 8. South 89° 04' 48" East, 314.26 feet to a ½ inch rebar found; thence, 9. South 00° 51' 29" West, 199.88 feet to a ½ inch rebar found; thence, 10. South 86° 00' 41" East, 451.75 feet to a ½ inch rebar found; thence, 11. North 83° 34' 48" East, 723.43 feet to a ½ inch rebar found; thence, 12. South 89° 10' 31" East, 320.23 feet to a ½ inch rebar with cap "LSF810" set on the aforesaid line of Veteran's Parkway; thence, running with the said line of Veteran's Parkway 13. South 33° 54' 01" West, 767.11 feet to a point being 0.46' northwest of a concrete r/w monument found; thence, 14. 98.19 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 32° 31' 42" West, 98.18 feet to the Point of Beginning, containing 1,700.807 square feet or 39.0452 acres of land, more or less.

Together With:

Tract 4B
All that tract or parcel of land lying and being in Land Lot 225, 5 th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a point at the intersection of the Northeastly

Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line common to Land Lot 14 of the 7 th District, and Land Lot 224 of the 5th District, said point being 1.50 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway, 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet; thence, 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence, North 33° 54' 01" East, 554.51 feet across the land lot line common to land lots 224 and 225 of the 5th District to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing along the said line of Veteran's Parkway 1. North 33° 54' 01" East, 277.73 feet to a ½ inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Veteran's Parkway and running 2. South 89° 10' 31" East, 39.44 feet to a ½ inch rebar found; thence, 3. South 00° 45' 21" West, 232.96 feet to a 1 inch iron rod found; thence, 4. North 89° 06' 17" West, 191.29 feet to the Point of Beginning, containing 26,871 square feet or 0.6169 of an acre of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

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PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday,

December 7, 2023, at 7:00 P.M., and before the Fayette County Board of Commissioners on

Thursday, January 11, 2024, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1335-23D

Owner/Agent: Veterans Parkway and Lees Mill South, LLC/Fayette County Development Authority

Existing Zoning District: R-70

Proposed Zoning District: A-R

Parcel Number: 0708 058

Area of Property: 18.4863 acres

Proposed Use: Agriculture and Recreation

Land Lot(s)/District: 14 & 15 of the 7th District

Fronts on: Lees Mill Road

Legal Description:
(302 LEE'S MILL ROAD) All that tract or parcel of land lying and being in Land Lots 14 & 15, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a tack found in a rock located at the Land Lot

Corner common to Land Lots 13 & 14, 7th District, and Land Lots 193 & 224, 5th District; thence, leaving said point and the said land lot corner and running a direct tie of North 36° 38'

16" West, 2,885.28 feet to a ½ inch rebar found, being the True Point of Beginning of the herein

described tract or parcel of land; thence, leaving the said Point of Beginning and running

1. South 76° 31' 18" West, 600.23 feet to a ½ inch rebar found inside of a pipe; thence, 2. North 09° 21' 49" East, 466.07 feet to a ½ inch rebar found; thence, 3. North 09° 22' 40" East, 462.09 feet to a 3/8 inch rebar found; thence,

4. North 05° 14' 49" West, 720.16 feet to a bolt found in a boulder on the Southeastly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (having an apparent 80 feet wide r/w); thence, running with the said line of Lee's Mill Road

5. North 82° 17' 31" East, 499.03 feet to a ½ inch rebar found; thence, leaving the aforesaid

line of Lee's Mill Road and running 6. South 03° 47' 35" East, 667.43 feet to a ½ inch rebar found; thence, 7. South 02° 34' 38" West, 894.88 feet to the Point of Beginning, containing 805,262 square feet or 18.4863 acres of land, more or less. Property is subject to all easements and rights of way recorded and unrecorded.

11/22

radius of

873.60 feet and a chord bearing and distance of North 49° 15' 42" East, 207.36 feet; thence, 100. North 42° 26' 46" East, 300.34 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Lee's Mill Road and running 101. South 21° 25' 02" East, 546.56 feet to a ½ inch rebar found; thence, 102. North 82° 24' 22" East, 864.32 feet to a ½ inch rebar found; thence, 103. South 78° 13' 04" East, 772.15 feet to a ½ inch rebar found; thence, 104. South 09° 21' 49" West, 466.07 feet to a ½ inch rebar found inside pipe; thence,

105. North 76° 31' 18" East, 600.23 feet to a ½ inch rebar found; thence, 106. North 02° 34' 38" East, 475.71 feet to a point on the Land Lot Line common to Land Lots 14 & 15 of the 7 th District; thence, running along the said Land Lot Line 107. South 89° 01' 31" East, 1,824.36 feet to a point on the aforesaid line of Veteran's Parkway, thence, running with the said line of Veteran's Parkway 108. 1,635.59 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South 08° 17' 58" West, 1,592.53 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,

109. South 14° 33' 26" East, 361.19 feet to a ½ inch rebar with cap "LSF810" set at the intersection of the said line of Veteran's Parkway and the said land lot line common

to land lots 14 and 224; thence, leaving the said line of Veteran's Parkway and running with the said land lot line 110. South 01° 00' 10" West, 833.74 feet to the Point of Beginning, containing 10,292,568 square feet or 236.2848 acres of land, more or less.

Together With:

Tract 5B

All that tract or parcel of land lying and being in Land Lot 14, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Northeastly Right-of-Way Line of Veteran's

Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass - Phase II), and the Land Lot Line

NOTICE OF PUBLIC HEARING FOR THE AMENDMENT OF THE FAYETTE COUNTY CODE OF ORDINANCES, CHAPTER 110. ZONING ORDINANCE

PUBLIC HEARING to be held before the Fayette County Planning Commission on

December 7, 2023 at 7:00 P.M., and before the Fayette County Board of Commissioners

on January 11, 2024 at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING SEC. 110-160. - CONDITIONAL USE APPROVAL

(a) Conditional uses allowed. bb. Horse show, rodeo, carnival, and/or community

fair.
A copy of the above is available in the office of the Fayette County Planning and Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 17 th day of November, 2023

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Petition 1335-23 –A-B-C-D Veterans Parkway & Lees Mill Road

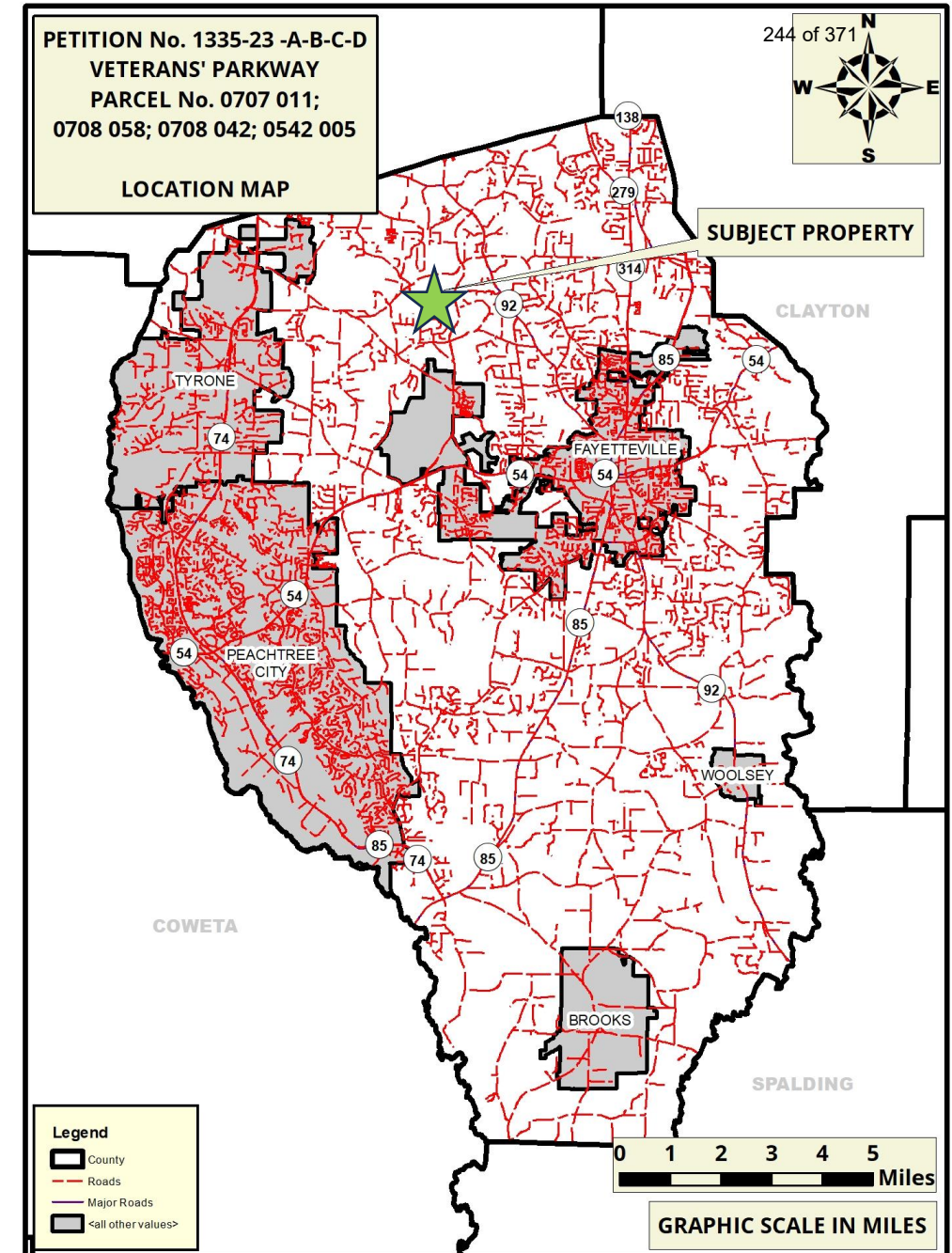
Requesting to Rezone 318.5990 acres from R-70
(Single-Family Residential) to A-R (Agricultural-
Residential)

January 11, 2024

LOCATION MAP

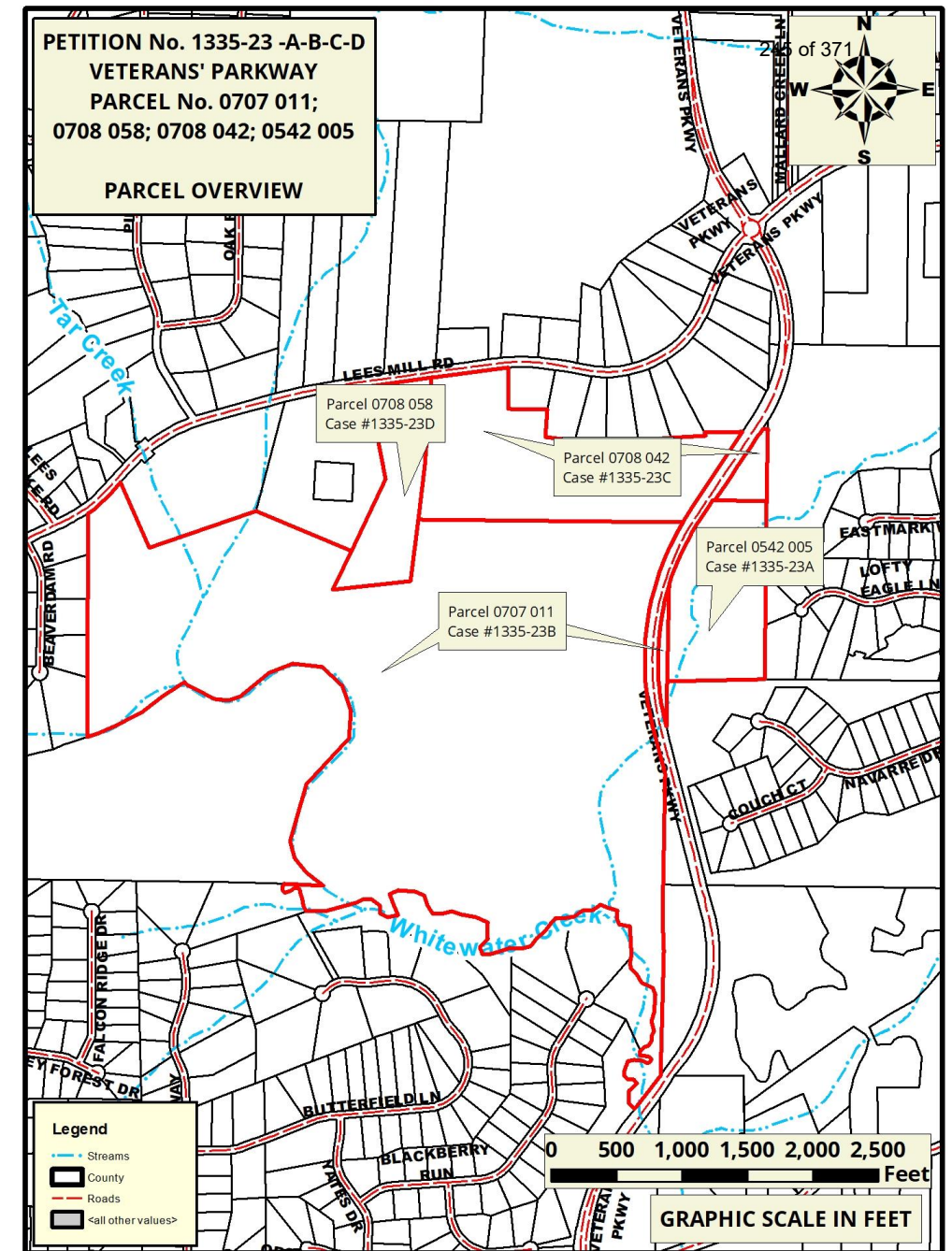
SW corner of the intersection of
Veterans Pkwy. & Lees Mill Rd.

- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
- Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
- Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
- Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres



PROJECT OVERVIEW

- Request to Rezone from R-70 to A-R
 - Owner – Veterans Pkwy and Lees Mill South, LLC
 - Agent – Fayette County Development Authority/Niki Vanderslice
 - Stated Purpose – Recreational Facility
-
- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
 - Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
 - Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
 - Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres

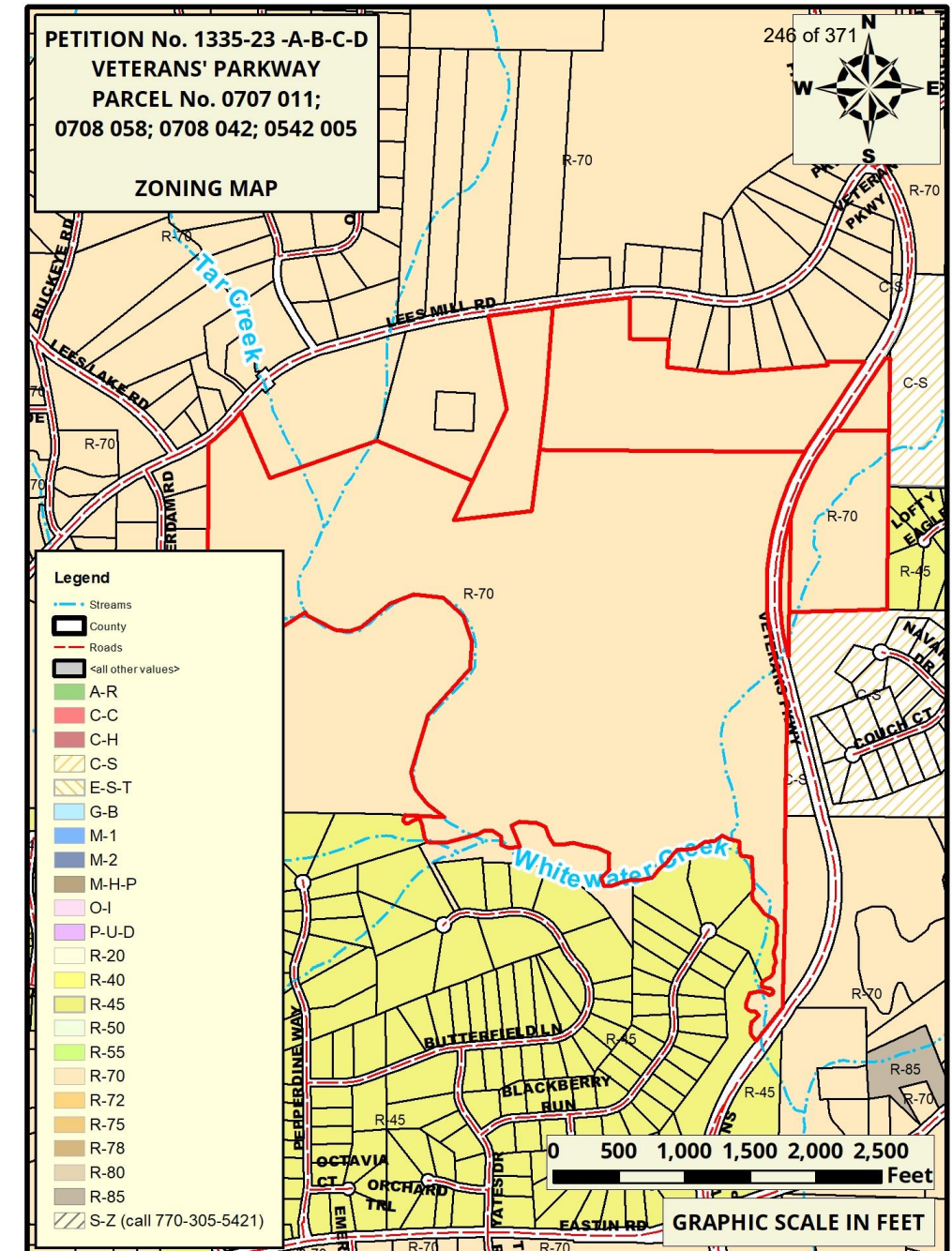


ZONING

SW corner of the intersection of Veterans Pkwy. & Lees Mill Rd.

- These parcels were rezoned from A-R to R-70 in 1973 as part of a blanket rezoning affecting much of the northwest portion of the County.
- The property is currently used for agricultural purposes.
- Nearby property includes land zoned R-70, R-45 and C-S.

Direction	Acreage	Zoning	Use	Comp Plan
North	44.73	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)
South & West	132.04; 13.45	R-70 & R-45	Agricultural & SF Residential	Rural Res – 2 (1 Unit/2 acres)
East	8.3; 25.00	R-70, C-S & R-45	Conservation; SF Residential	Rural Res – 2 (1 Unit/2 acres)
West	24.62	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)

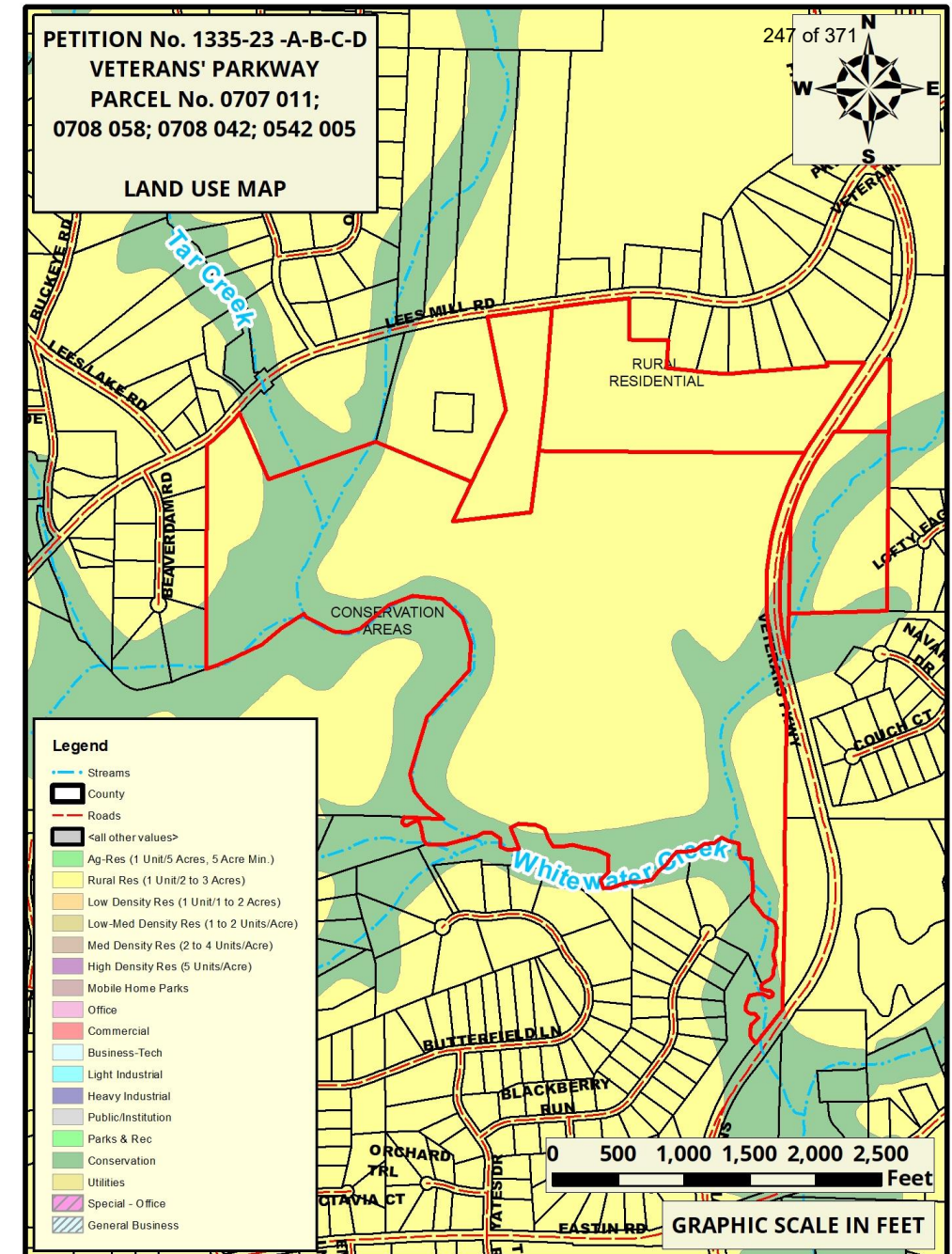


LAND USE

SW corner of the intersection of Veterans Pkwy. & Lees Mill Rd.

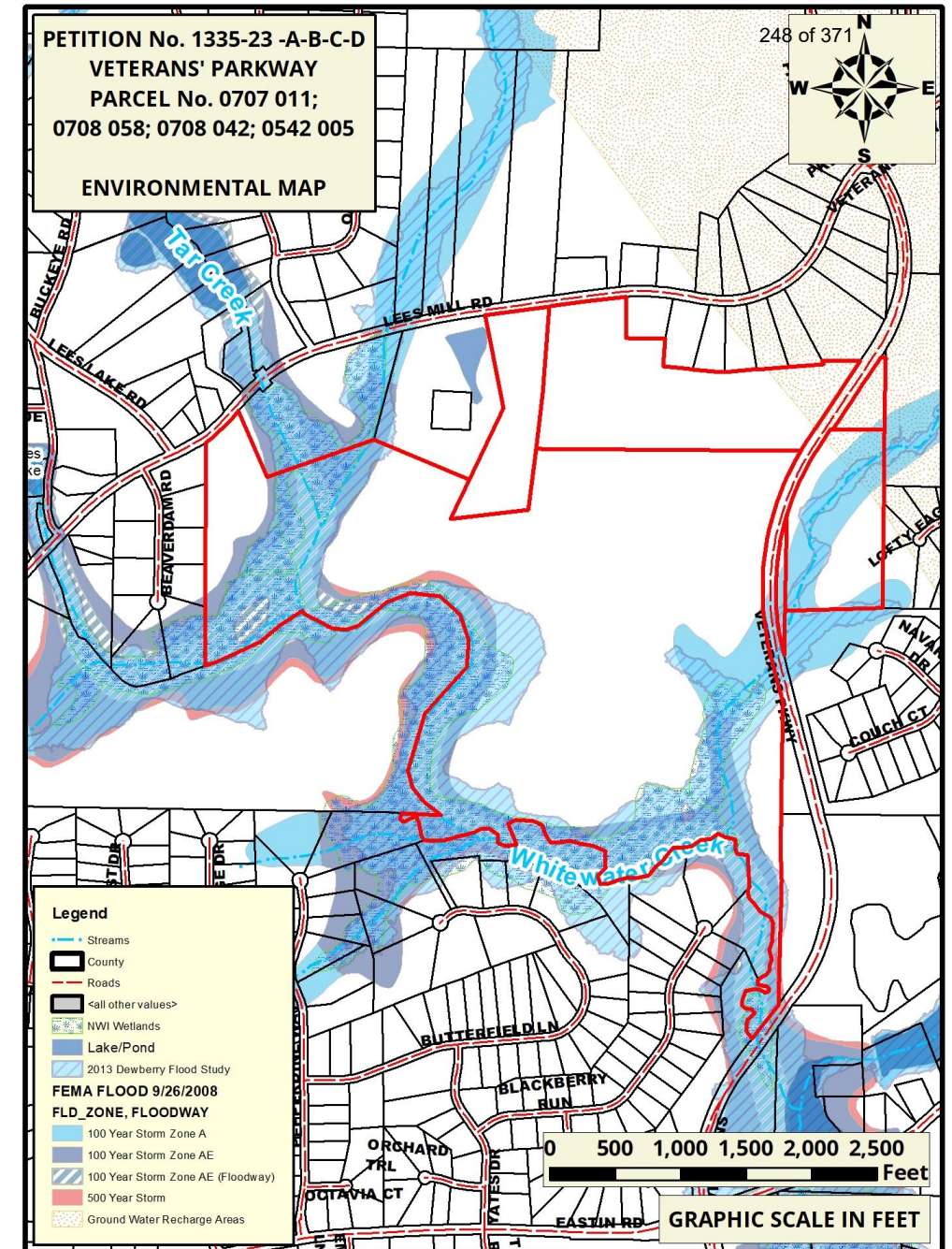
- These parcels were rezoned from A-R to R-70 in 1973 as part of a blanket rezoning affecting much of the northwest portion of the County.
- The property is currently used for agricultural purposes.
- Nearby property includes land zoned R-70, R-45 and C-S.

Direction	Acreage	Zoning	Use	Comp Plan
North	44.73	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)
South & West	132.04; 13.45	R-70 & R-45	Agricultural & SF Residential	Rural Res – 2 (1 Unit/2 acres)
East	8.3; 25.00	R-70, C-S & R-45	Conservation; SF Residential	Rural Res – 2 (1 Unit/2 acres)
West	24.62	R-70	Single-Family Residential	Rural Res – 2 (1 Unit/2 acres)



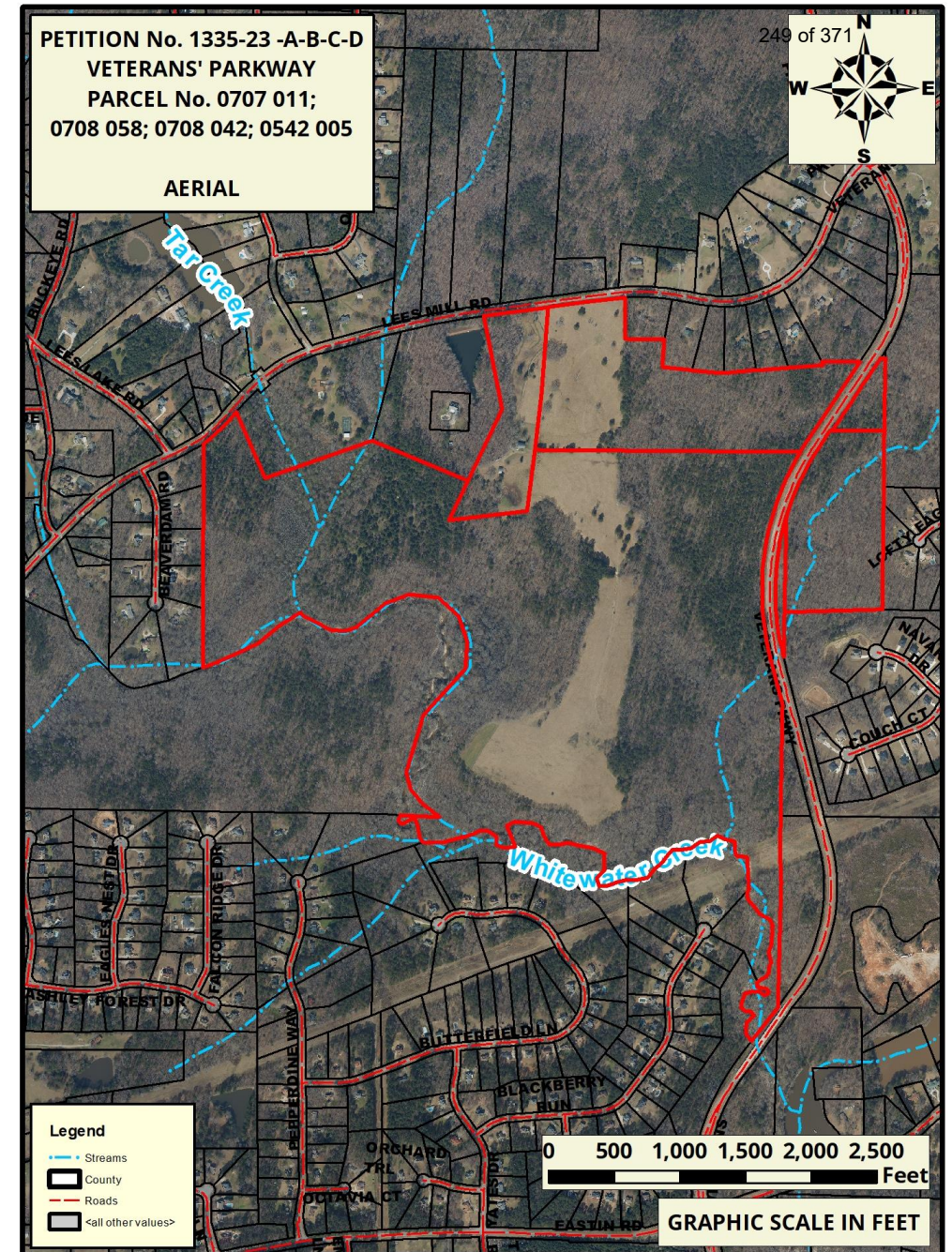
ENVIRONMENTAL CONDITIONS

- **Floodplain Management** -- The 321.34-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0084E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the 2013 Dewberry Limited Flood Study for Fayette County.
- **Wetlands** -- The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Proposed development plans will be required to locate any existing wetland areas.
- **Watershed Protection** -- There **ARE** known state waters located on the subject property. Watershed Protection Buffers shall apply.
- **Groundwater** -- The property **IS** within a groundwater recharge area per Fayette County GIS.
- **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces.
- **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances if rezoned.



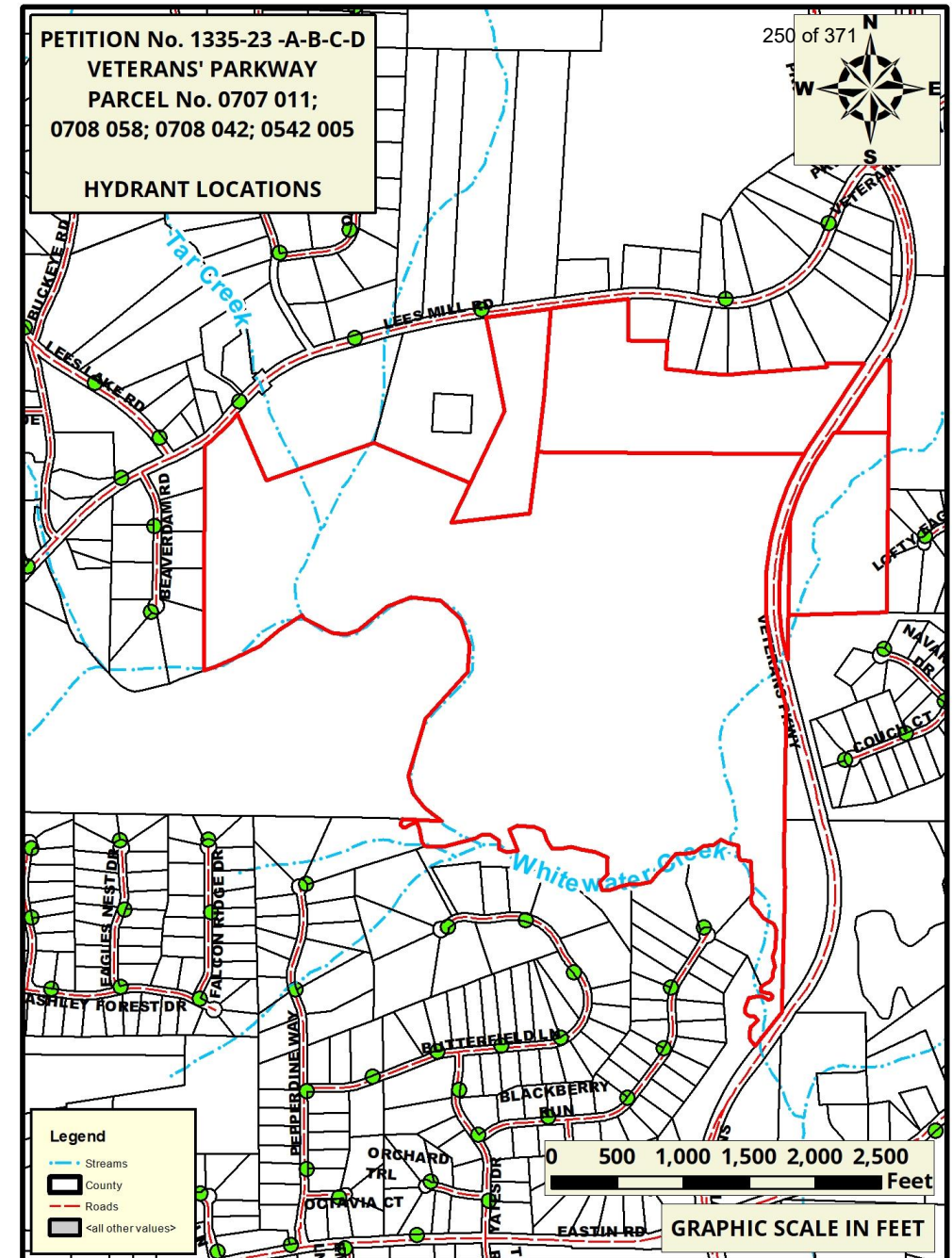
TRANSPORTATION REVIEW

- **Right-of-Way** -- Veterans Parkway is a Minor Arterial roadway per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Fayette County Public Works controls access to the roadway. Proposed site access points on Veterans Parkway will be permitted through Fayette County. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan and requires a 100 foot right of way (50-ft from centerline). Any proposed site access points on Lees Mill Road will be permitted through Fayette County.
- **Traffic Data** -- According to a 2022 report from Pond Engineering the annual average daily traffic for **Veterans Parkway** is **8,285 vehicles per day**. Per the GDOT Traffic Analysis & Data Application website (TADA), the annual average daily traffic for **Lees Mill Road** per GDOT is approximately **2,300 vehicles per day** approximately 2 miles west of Veterans Parkway. As part of the plan review and approval process, Public Works shall require a Traffic Impact Study for the proposed development.
- **Sight Distance** -- Minimum sight distances will have to be satisfied for any proposed new road intersections. Fayette County Public Works Department will review sight distances for any proposed access points to Lees Mill Road and Veterans Parkway.



DEPARTMENTAL COMMENTS

- **Water System** - Water is available on Lees Mill Rd in a 16-inch ductile iron water main. No water is available on that section of Veterans Pkwy.
- **Environmental Health Department** – This office has no objections to the proposed rezoning.
- **Fire** – No objections to the requested rezoning.
- **GDOT** – Not applicable, not on State Route.



PLANNING COMMISSION

- The 1st public hearing for this series of petitions was held before the Fayette County Planning Commission on December 7, 2023.
 - Each parcel is presented as an independent public hearing and is voted on separately.
 - The Planning Commission voted 3-1 to recommend approval of the rezoning request for all 4 petitions.
-

BOARD MEMBERS

Arnold L. Martin - Absent
John Kruzan
John H. Culbreth, Sr.
Danny England
Jim Oliver

STAFF

Deborah L. Bell, Planning and Zoning Director
Deborah Sims, Zoning Administrator
Christina Barker, Zoning Coordinator
E. Allison Ivey Cox, County Attorney

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AGENDA FAYETTE COUNTY PLANNING COMMISSION MEETING 140 STONEWALL AVENUE WEST December 7, 2023 7:00 pm

***Please turn off or turn to mute all electronic devices during the
Planning Commission Meetings**

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
The agenda was amended to move item number 9 to item 5. Danny England made a motion to approve the agenda. John Culbreth seconded the motion. The motion passed 4-0. Arnold L. Martin was absent.
4. Consideration of the Minutes of the meeting held on November 2, 2023.
Danny England made a motion to approve the minutes from the November 2, 2023, meeting. John Kruzan seconded the motion. The motion passed 4-0.

PUBLIC HEARING

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-169.-Conditional use approval. 2) Conditional uses allowed. Bb. Horse show, rodeo, carnival, and/or community fair.
Danny England made a motion to approve the amendment to Sec. 110-169 of the Zoning Ordinance. John Kruzan seconded the motion. The motion passed 4-0.
6. Consideration of Petition No. 1335-23A, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 22.9674 acres from R-70 to A-R. The property is located in Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway.
John Culbreth made a motion to approve Petition No. 1335-23A with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.
7. Consideration of Petition No. 1335-23B, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 237.4382 acres from R-70 to A-R. The

PLANNING COMMISSION

- The 1st public hearing for this series of petitions was held before the Fayette County Planning Commission on December 7, 2023.
 - Each parcel is presented as an independent public hearing and is voted on separately.
 - The Planning Commission voted 3-1 to recommend approval of the rezoning request for all 4 petitions.
-

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property is located in Land Lots 13, 14, 18 & 19 of the 7th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23B with conditions. John Kruzan seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

8. Consideration of Petition No. 1335-23C, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 39.6621 acres from R-70 to A-R. The property is located in Land Lots 15 of the 7th District and Land Lots 224 & 225 of the 5th District and fronts on Veterans Parkway and Lees Mill Road.

John Culbreth made a motion to approve the Petition No. 1335-23C with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

9. Consideration of Petition No. 1335-23D, Veterans Pkwy and Lees Mill South, LLC, Owner; and Fayette County Development Authority, Agent; request to rezone 18.4863 acres from R-70 to A-R. The property is located in Land Lots 14 & 15 of the 7th District and fronts on Lees Mill Road.

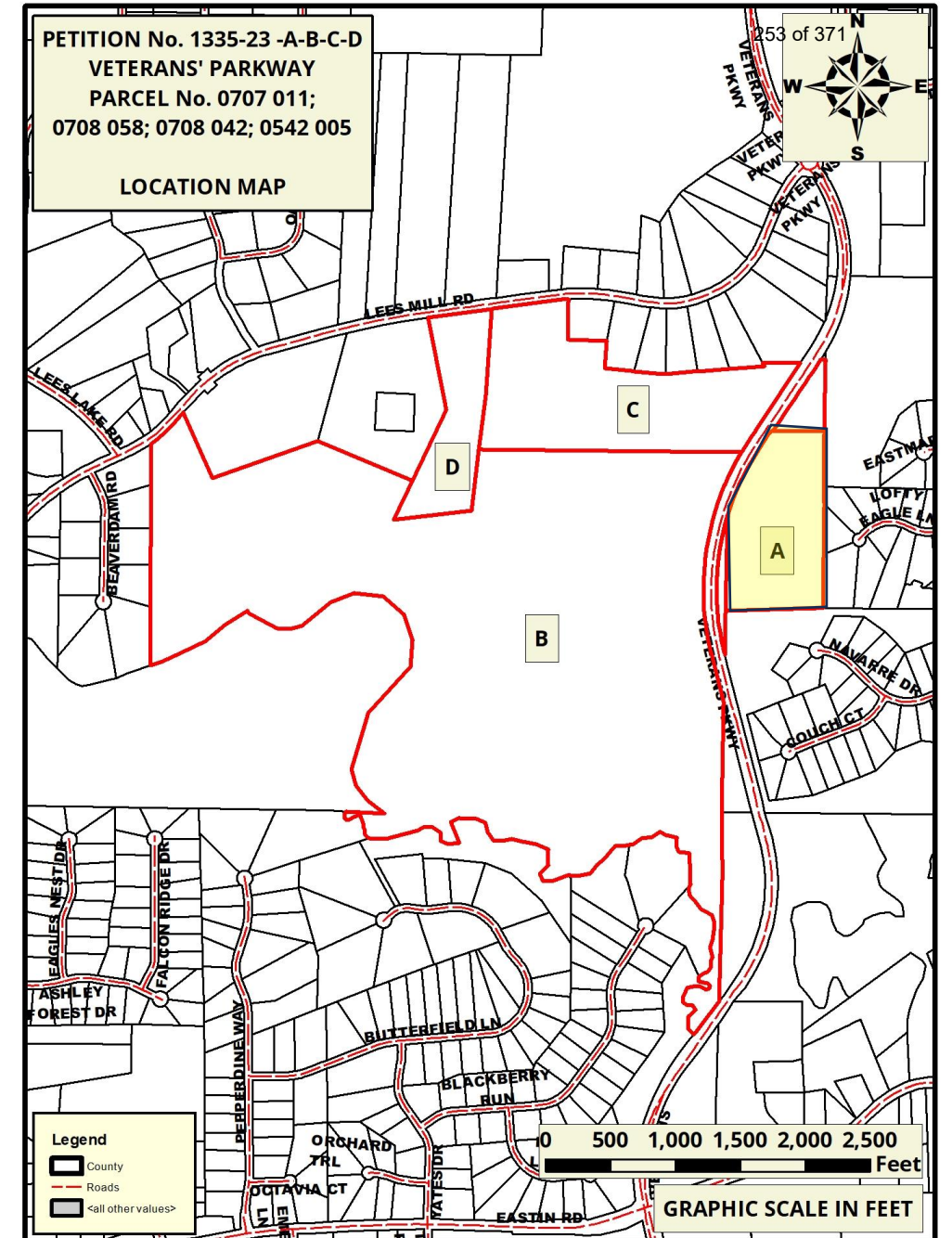
John Culbreth made a motion to approve the Petition No. 1335-23D with conditions. Danny England seconded the motion. The motion passed 3-1 with Jim Oliver voting in opposition.

PETITION 1335-23A

Parcel #0542 005, 22.9674 acres

Recommended Conditions

1. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
2. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.

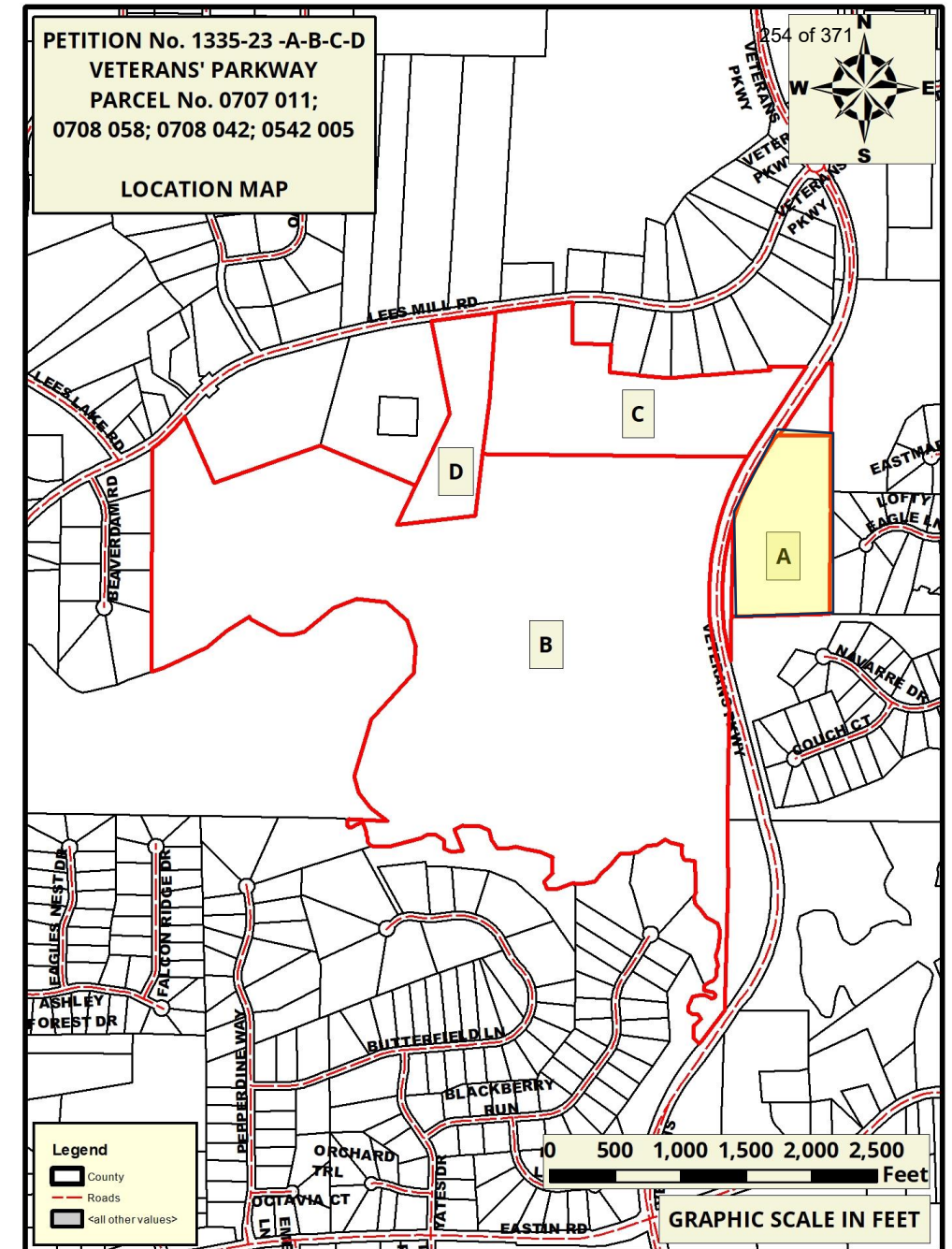


PETITION 1335-23A

Parcel #0542 005, 22.9674 acres

Recommended Conditions (continued)

3. All parcel remnants of parcels 0707 011 and 0708 042 located on the east side of Veterans Parkway shall be combined with Parcel 0542 005 within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
4. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

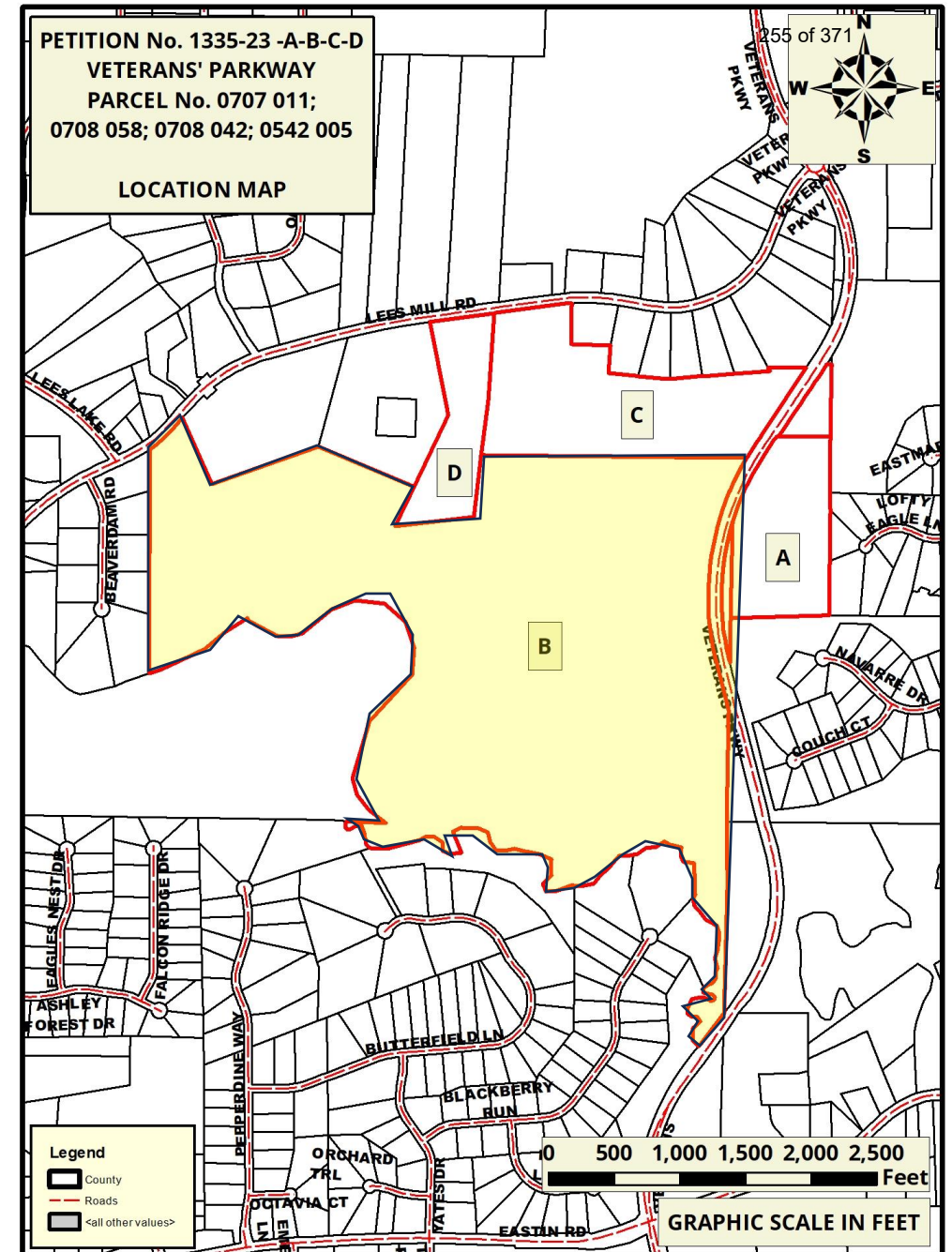


PETITION 1335-23B

Parcel #0707 011, 237.4382 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd. between Sandy Creek Rd. and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Pkwy).

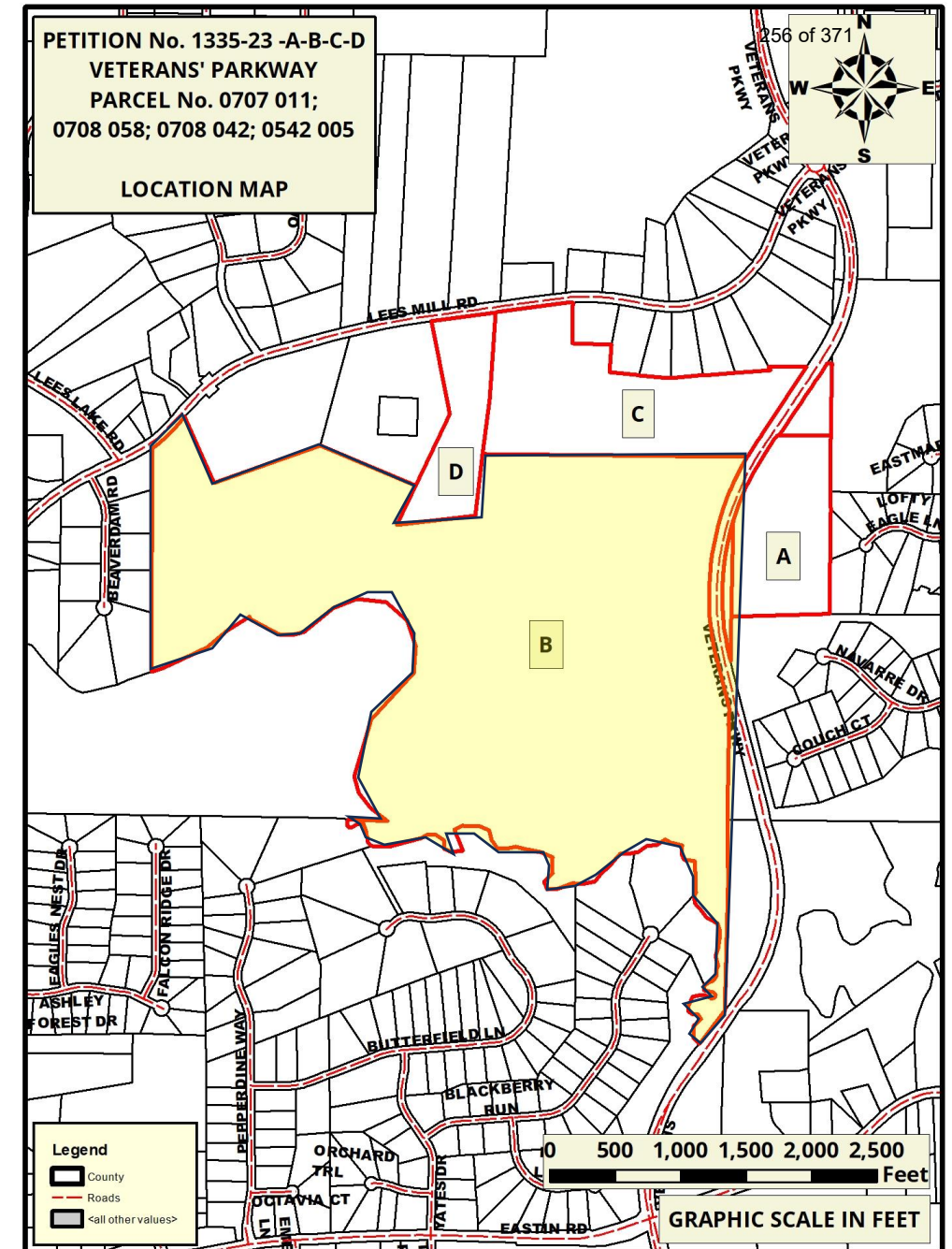


PETITION 1335-23B

Parcel #0707 011, 237.4382 acres

Recommended Conditions (continued)

4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

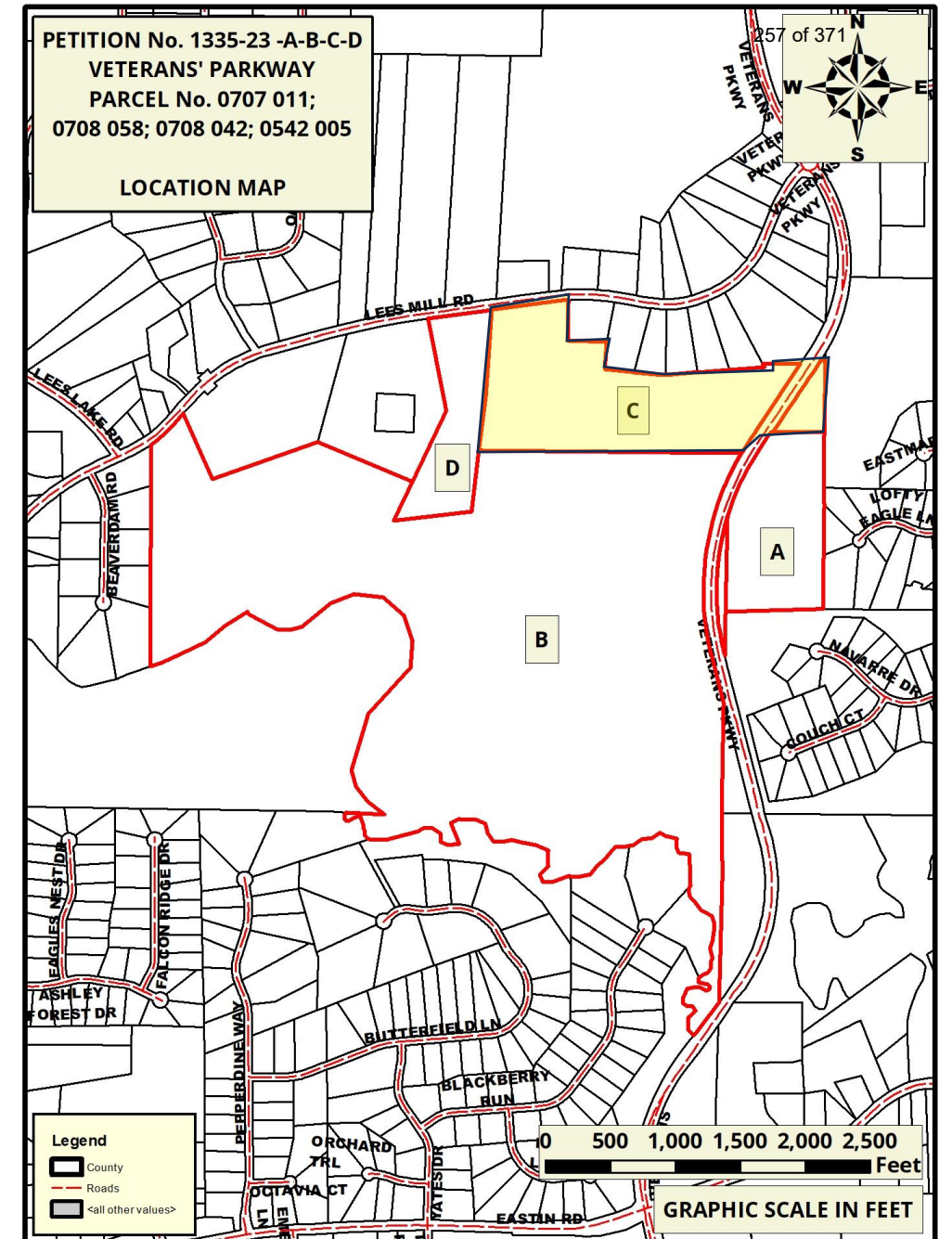


PETITION 1335-23C

Parcel #0708 042, 39.6621 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.
3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd between Sandy Creek Rd and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).

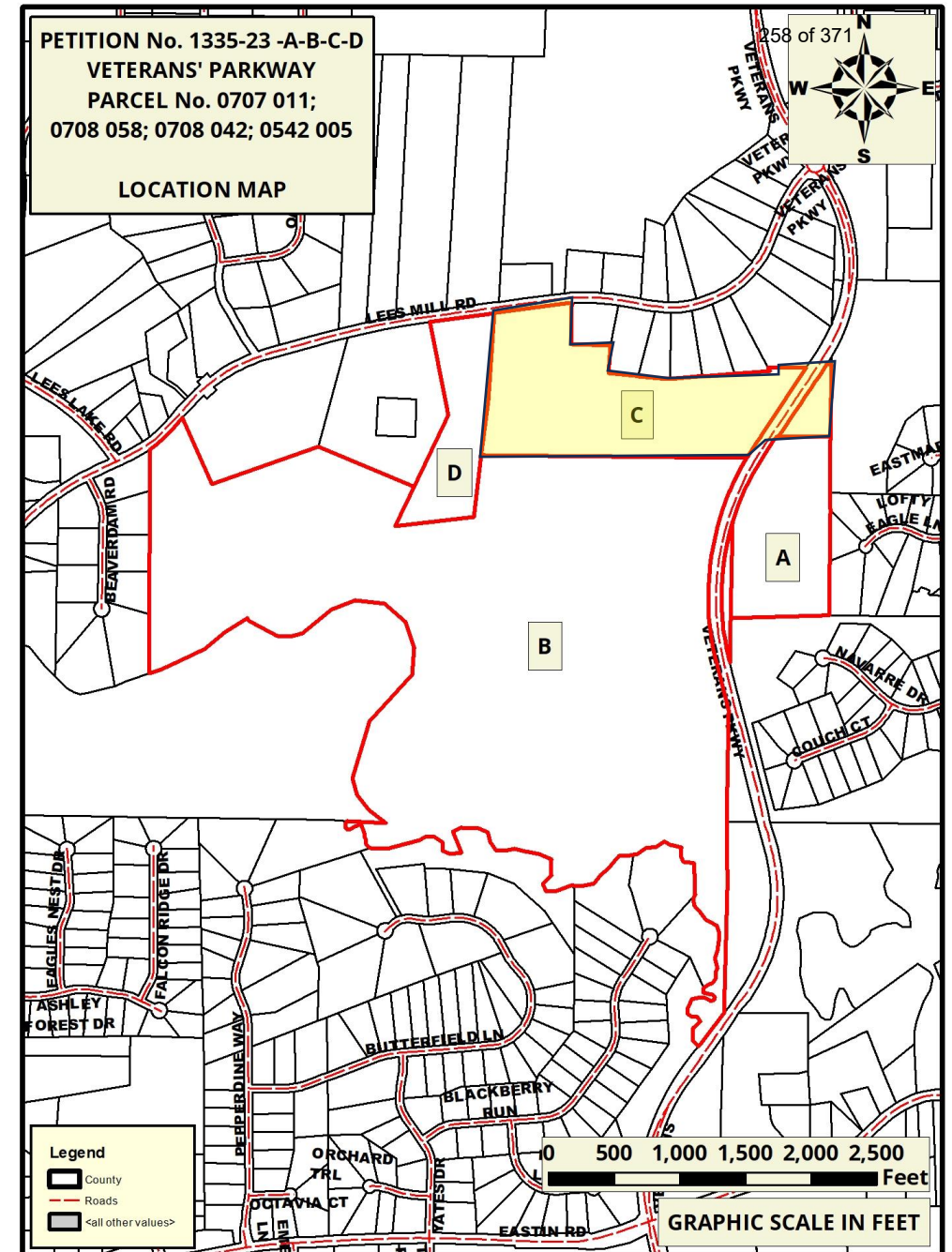


PETITION 1335-23C

Parcel #0708 042, 39.6621 acres

Recommended Conditions (continued)

4. The project shall have a maximum of four curb cuts along the Veterans Parkway Road frontage: two serving the property on the west and two serving the property on the east. If two curb cuts are utilized for the property to the east (Parcel A), then at least one of the entrances shall be aligned with an entrance to the west.
5. The project shall have a maximum of one curb cut onto Lees Mill Road.
6. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.
7. For any parcel fronting Veterans Parkway that requires water service, the developer shall install a 16-in diameter water line on the east side of Veterans Parkway, beginning at the tie-in at Lee's Mill Road and Veterans Parkway intersection and extending to the northern boundary of the parcel on Veterans Parkway. All costs, including bores underneath roads, shall be the responsibility of the developer.

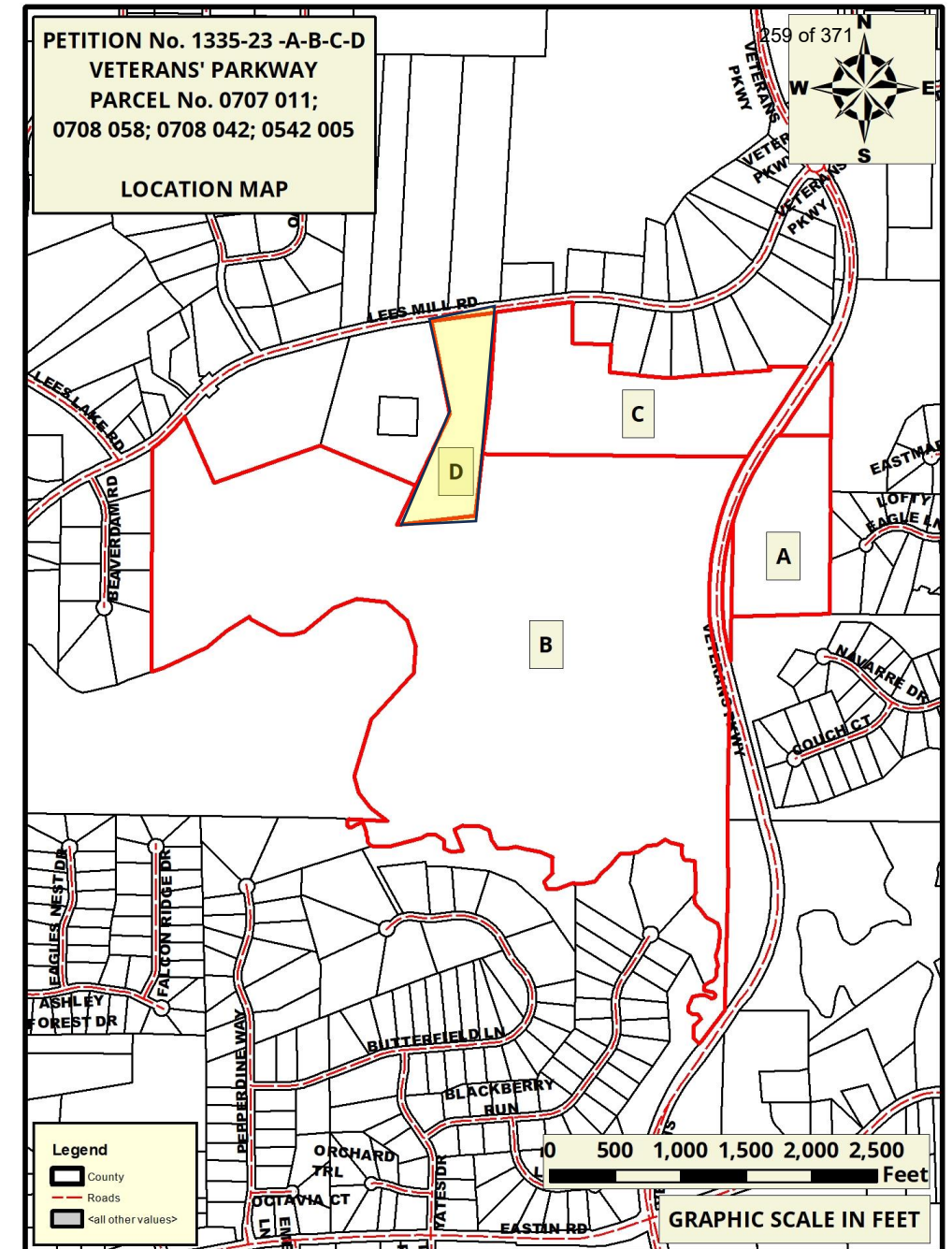


PETITION 1335-23D

Parcel #0708 058, 18.4863 acres

Recommended Conditions

1. Lees Mill Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Lees Mill Road. Submittal of the warranty deed and legal descriptions shall be submitted to the Environmental Management Department prior to approval of a final plat for the properties.
2. The owner/developer shall prepare a Traffic Impact Study for review and approval by Fayette County. The study shall determine the traffic impacts caused by the development and identify transportation projects to mitigate the impacts. The owner/developer shall pay for the design, permitting, and construction of all mitigation projects identified in the study. The details of project identification, schedule, delivery, cost, etc. shall be determined by a Memorandum of Understanding between Fayette County and the owner/developer.

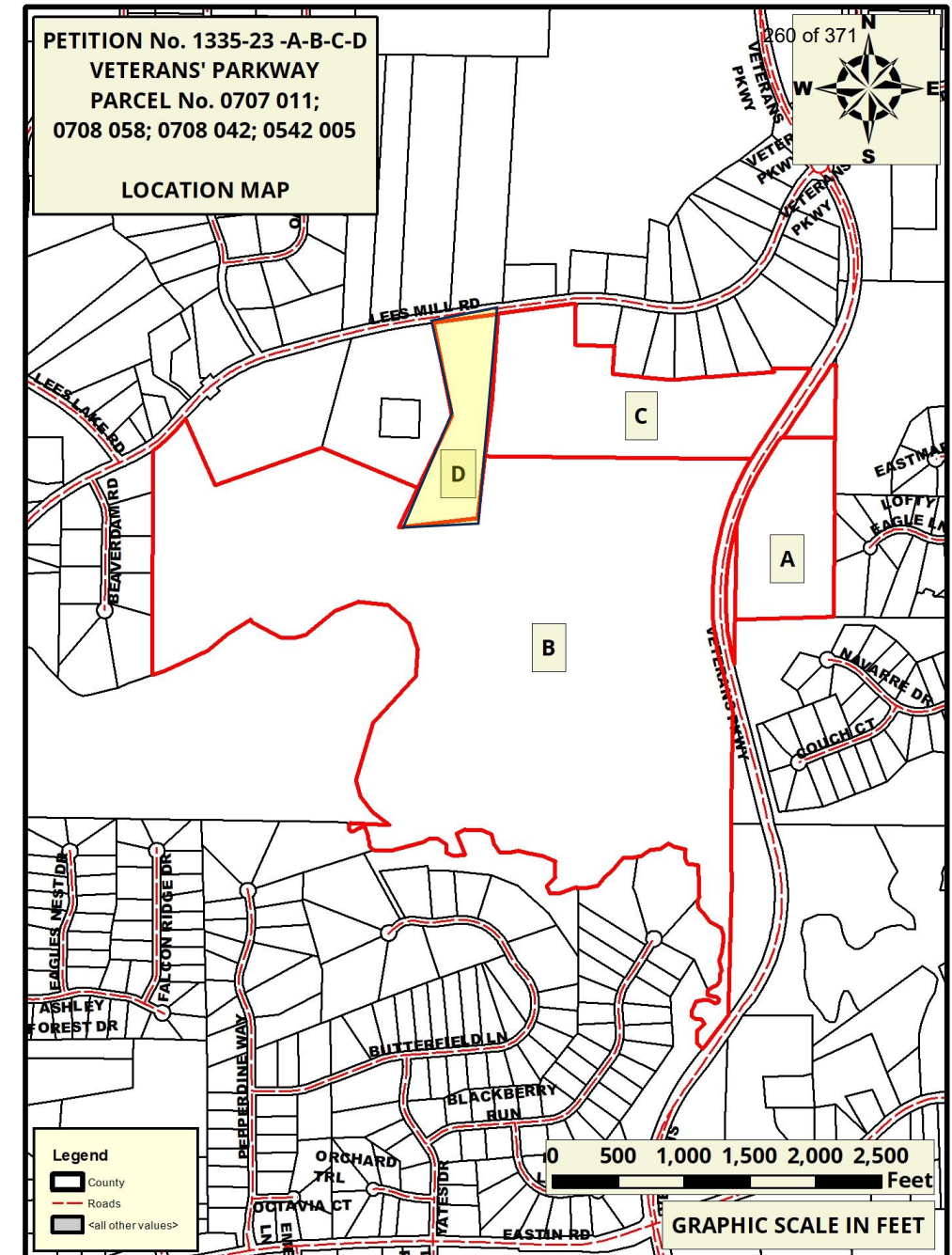


PETITION 1335-23D

Parcel #0708 058, 18.4863 acres

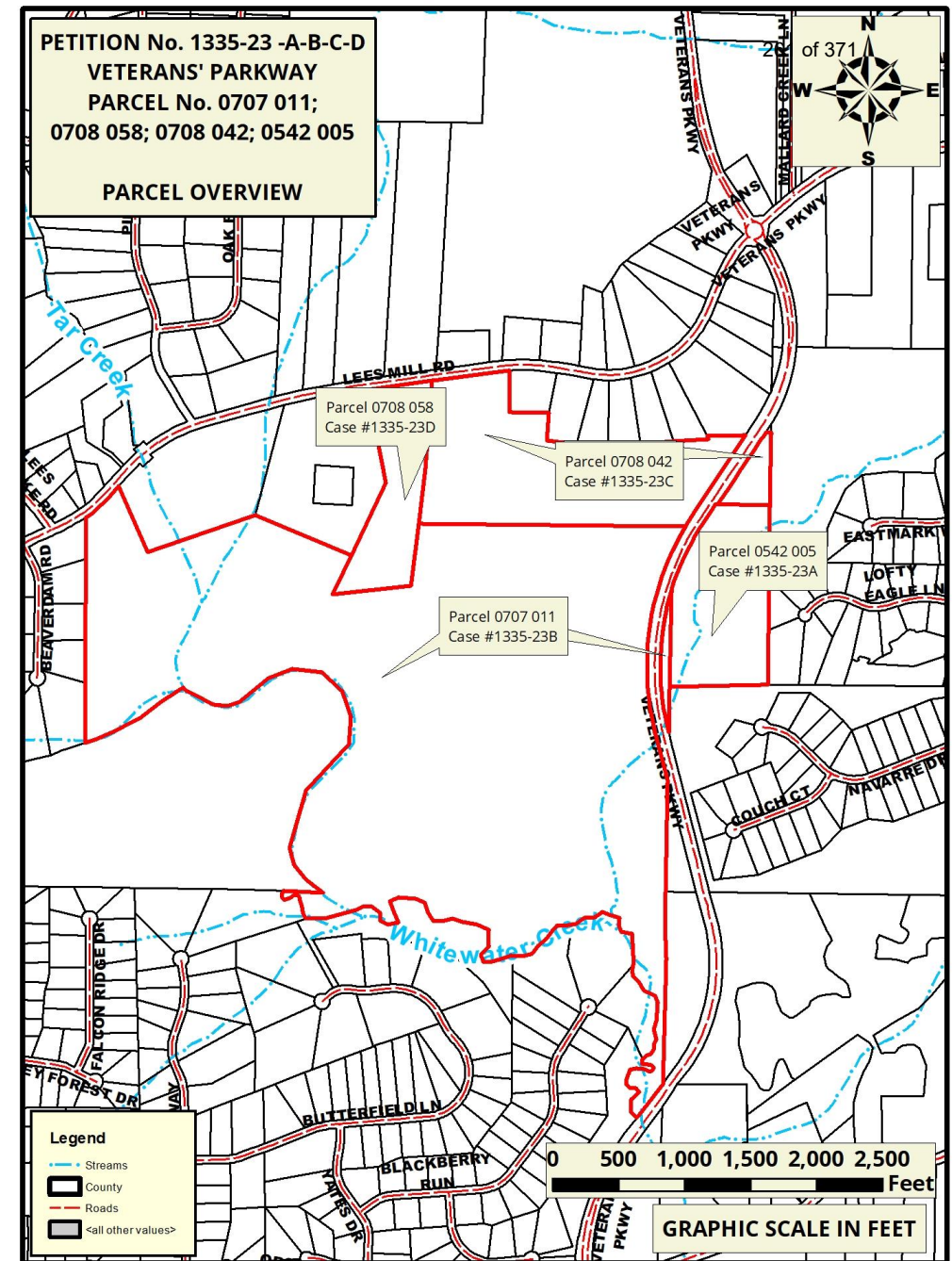
Recommended Conditions (continued)

3. The project's primary construction entrance/exit shall be located on Veterans Parkway. There shall be no project-related construction traffic on Lees Mill Rd. between Sandy Creek Rd. and Veterans Pkwy. A secondary construction entrance, however, may be approved by Public Works if necessary for the construction of stream crossings and related grading work. If approved, all construction traffic entering and leaving the Lees Mill Road construction entrance shall be to the east (i.e., towards Veterans Parkway).
4. The project shall have a maximum of one curb cut onto Lees Mill Road.
5. All parcels on the west side of Veterans Parkway shall be combined into a single parcel within 6 months of approval of rezoning, or prior to the submittal of a site plan or permit application for any phase of the project, whichever comes first.



QUESTIONS?

- Request to Rezone from R-70 to A-R
 - Owner – Veterans Pkwy and Lees Mill South, LLC
 - Agent – Fayette County Development Authority/Niki Vanderslice
 - Stated Purpose – Recreational Facility
-
- Petition 1335-23A
 - Parcel #0542 005, 22.9674 acres
 - Petition 1335-23B
 - Parcel #0707 011, 237.4382 acres
 - Petition 1335-23C
 - Parcel #0708 042, 39.6621 acres
 - Petition 1335-23D
 - Parcel #0708 058, 18.4863 acres



COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Resolution 2024-01, establishing qualifying fees for the 2024 elections in Fayette County.

Background/History/Details:

In accordance with O.C.G.A. 21-2-131(a)(1)(A-B), the governing authority of all counties in Georgia must establish and publish qualifying fees for upcoming elections.

Each position's qualifying fee is calculated based on applicable Georgia law.

Once this resolution is adopted, the qualifying fees will be formerly advertised and published with the county's legal organ; Fayette News.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2024-01, establishing qualifying fees for the 2024 elections in Fayette County.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

RESOLUTION 2024-01; ESTABLISHING QUALIFYING FEES FOR ELECTIONS IN 2024 IN FAYETTE COUNTY

WHEREAS, the Board of Commissioners of Fayette County is commanded by the Official Code of Georgia, Section 21-2-131(1)(a-b) to establish official qualifying fees for each county office to be filled in each election in Fayette County, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held, and to publish such fees.

NOW, THEREFORE, it is hereby resolved by said Board of Commissioners that the following qualifying fees are fixed and shall apply to the county offices to be filled during the General Election to be held in 2024 in Fayette County:

Board of Education, Districts 1, 3 and 5	\$306.00
Clerk of Superior Court	\$2,591.45
County Commission Districts 1, 2 and 5	\$672.16
Coroner	\$108.00
Magistrate Judge	\$2,643.28
Probate Court Judge	\$2,591.45
Sheriff	\$2,891.45
Solicitor General – State Court	\$3,055.28
Tax Commissioner	\$2,591.45

So resolved this 11th day of January 2024 by

**BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA**

Chairman

ATTEST:

Tameca P. Smith, County Clerk

COUNTY AGENDA REQUEST

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Department: Fire & Emergency Services

Presenter(s): Jeffrey W. Hill, Fire Chief

Meeting Date: Thursday, January 11, 2024

Type of Request: Consent #10

Wording for the Agenda:

Approval for Fayette County Fire & Emergency Services to proceed with an emergency purchase in the amount of \$103,682 for one (1) Fire Squad vehicle.

Background/History/Details:

The Fleet Manager, Bill Lackey, advises that one (1) Squad and one (1) Brush Truck vehicle has been deemed total losses due to not-at-fault accidents.

Squad 10 - a 2015 Ford F-250 VIN #1FT7W2BT7GEA92562, Asset #26851, Fleet #13396 was a frontline emergency response vehicle involved in a motor vehicle accident while responding to a call. This vehicle responds as a district supervisor vehicle, manpower squad, brush fire response vehicle, and quick response vehicle to all significant calls for service and is vital to the operations of Fire and EMS.

7M (Brush Truck)- a 2010 Ford F-350 VIN #1FDWW3HR5AEA95393, Asset #23952, Fleet #23140 was the sole brush truck in operation in the department, and filling in as Squad-10, when it was involved in a motor vehicle accident while in routine traffic. This vehicle responds to all brush fire calls, as well as all water rescue calls involving the use of the Rescue Boat, and off-road calls.

Fire and Emergency Services are requesting funds from existing Fire Fund Balance to proceed with the purchase of the replacement vehicle to combine, both the capabilities of the two previous trucks into one truck, with modernized standards to enhance operational effectiveness.

What action are you seeking from the Board of Commissioners?

Approval for Fayette County Fire & Emergency Services to proceed with an emergency purchase in the amount of \$103,682 for one (1) Fire Squad vehicle.

If this item requires funding, please describe:

Fire Fund Balance net of any insurance settlements to be transferred to Project Code 243AO.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Accident Not-At-Fault: Squad #10 – DOL 08/11/2023 – Case #2023-01477

Accident Not-At-Fault: 7M – DOL 09/12/2023 – Case #2023-01495

The County has reached a settlement with Progressive Insurance in the amount of \$32,000 and will salvage any redundant operational equipment.

Bill To



Fayette County Board of Commissioners
 Finance Department
 140 Stonewall Avenue West
 Suite 101
 Fayetteville, GA 30214

PHONE
 (770) 305-5420
FAX
 (770) 305-5208
www.fayettecountyga.gov

Purchase Order

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Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order #

20240222

Delivery must be made within doors of specified destination.

Vendor

WADE FORD INC.
 3860 SOUTH COBB DRIVE.
 SMYRNA, GA 30080

Ship To

FAYETTE COUNTY FLEET MAINT.
 115 MCDONOUGH ROAD
 FAYETTEVILLE, GA 30214

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
(678) 385-3452		(770) 433-2412		869	SQUAD 10
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
12/07/2023	10935		NET 30 DAYS		FIRE SERVICES
NOTES					

Trucks (Over One Ton Capacity)

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

REPLACES 23140 & 13396 FLEET; ASSET 23952 & 26851 RESPECTIVELY

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	2024 Ford F550 crew cab 4x4 XL, with body, emergency light and siren. Per the chassis spec sheet. State Contract # 99999-001-SPD000015 GL Account: 61030550 - 542200 - 243AO	1.0	TOTL	\$103,682.00	\$103,682.00
GL SUMMARY					
61030550 - 542200 - 243AO		\$103,682.00			

Federal Tax Exemption Certificate Number 58-6000826

Total Ext. Price \$103,682.00

Total Freight \$0.00

Total Discount \$0.00

Total Credit \$0.00

Purchase Order Total \$103,682.00

Ted Burgess, Director of Purchasing

Purchasing Copy



GA Statewide Contract 99999-001-SPD0000155

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19,500 GVWR Cab & Chassis Ford F-550

Regular Cab, Dual Rear Tires, Spare, PTO, 6.7L Diesel, Automatic, Cab Step, Block Heater, 60 CA, AC, AM/FM, Rear Camera, Tow mirrors, Bluetooth Compatible

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080**Roger Moore 770-874-1890 Office rmoore@wade.com**

Order	Code	Chassis Options	Price	Total	Order	Code	Chassis / Body Options	Price	Total
	X**	Super Cab (All)	2,290.00	0.00		663A	XLT Upgrade	2,675.00	0.00
1	W**	Crew Cab (All)	3,345.00	3,345.00		166	Carpet Delete	(46.00)	0.00
	F6K	22,000 GVWR (RC only) F600	3,660.00	0.00		17V	XLT Value Package	2,155.00	0.00
	68U	18,000 GVWR downgrade F550	(1,051.00)	0.00		54F	Power Telescoping Mirrors	280.00	0.00
	F4G	16,500 GVWR downgrade F450	(1,100.00)	0.00		668A	Lariat Pkg (SC/CC Only)	9,280.00	0.00
	F3G	14,000 GVWR Downgrade F350	(1,875.00)	0.00		76Z	Anti-Theft Security System	98.00	0.00
	F3E	11,100 GVWR Downgrd F350 SRW	(1,205.00)	0.00		TW	Tint Windows Dealer Installed	425.00	0.00
	84	84" CA (All Cabs) (RC only 350)	175.00	0.00		47A	Ambulance Prep (D only)	1,205.00	0.00
	108	108" CA (F450/550 RC Only)	350.00	0.00	1	47J	Fire Rescue Prep (D Only)	1,205.00	1,205.00
	120	120" CA (F450/550 RC Only)	520.00	0.00					
1	**H	4x4 Drive System (All)	3,495.00	3,495.00					0.00
1	41P	Skid Plates (req 4x4)	100.00	100.00					0.00
1	TGK	LT225/70Rx19.5G AT Tires (6)	215.00	215.00					0.00
	TGM	LT225/70Rx19.5G AT Tires (4)	190.00	0.00					0.00
	65C	Dual Diesel Tanks	625.00	0.00			Added body components		0.00
	65M	28 Gal Mid Ship Fuel Tank	125.00	0.00					0.00
	99Y	7.3L V8 Gasoline Engine (19k)	(7,254.00)	0.00					0.00
	98F	Gaseous Prep for Alt Fuel	315.00	0.00					0.00
1	X*L	Limited Slip Rear Axle	395.00	395.00					0.00
	TGM	LT225/70Rx19.5G AT Tires	190.00	0.00	1		Quick attack fire apparatus	16,750.00	16,750.00
1	945	Stainless Steel Wheel Cover	410.00	410.00			see attached		0.00
	67P	HD Frt Susp Pkg 7500 GAWR	285.00	0.00			Body from K & K manufacturing		0.00
	63C	Aft Axle Frame Extension	115.00	0.00			in Griffin GA		0.00
	67*	Heavy Duty Alternator(s) A,B,E	115.00	0.00					0.00
1	473	Snow Plow Prep(req 67*)	250.00	250.00	1		Lighting pkg by 144th	10,918.00	10,918.00
1	43C	110V/400W Inverter (req 67*)	175.00	175.00					0.00
	86M	Dual Batteries (68AH/65AGM)	210.00	0.00					0.00
	535	HD Trailer Tow (450/550 D only)	580.00	0.00					0.00
1	96V	XL Chrome Pkg	225.00	225.00					0.00
	1S	Cloth 40-20-40 Seats (RC only)	100.00	0.00					0.00
	1S	Cloth 40-20-40 Seats (SC/CC)	355.00	0.00					0.00
	52S	Interior Work Surface	140.00	0.00					0.00
1	76C	Backup Alarm	150.00	150.00					0.00
	59H	Hign Mount Stoplight	58.00	0.00					0.00
	91S	LED Amber Warning Strobes	650.00	0.00					0.00
	91G	LED White Warning Strobes	650.00	0.00					0.00
1	18B	Running Boards	445.00	445.00					0.00
1	872	Factory Installed Camera	415.00	415.00					0.00
	86S	Low Deflection Package	110.00	0.00					0.00
	43K	2kW Pro Power (Req 86M)	985.00	0.00					0.00
	61L	Front Wheel Well Liner	180.00	0.00					0.00
				0.00					0.00
				0.00					0.00
				0.00		TT	Tag & Title (Hard Plate)	85.00	0.00

PAINT COLORS

	Z1	Oxford White
	UM	Agate Black Metallic
1	PQ	Race Red
	JS	Iconic Silver Metallic
	M7	Carbonized Gray Metallic
	D1	Stone Gray Metallic
	HX	Anti Matter Blue Metallic
	D4	Rapid Red Metallic
	BY	Fleet School Bus Yellow
	GR	Fleet Green
	MB	Fleet Orange
	E4	Fleet Vermillion Red
	AT	Fleet Yellow

Delivery Region

140.00	1	
115.00	2	115
180.00	3	
120.00	4	
110.00	5	
150.00	6	
220.00	7	
200.00	8	
250.00	9	
220.00	10	
280.00	11	
320.00	12	

Base Vehicle	65,074.00
Total Chassis options	9,620.00
Total Body options	28,873.00
Delivery Charge	115.00
Metallic/Fleet Paint	
Total Each	103,682.00
# Units for order	
Total for Order / PO	103,682.00
Agency	Fayette County
Agency Contact	
Phone	
Address	

COUNTY AGENDA REQUEST

267 of 371

Department: Accountability/DUI Court

Presenter(s): Christa Grayson

Meeting Date: Thursday, January 11, 2024

Type of Request: Consent #11

Wording for the Agenda:

Approval to accept the Enhancement and Innovation supplemental grant awarded to the Accountability State Court DUI program in the amount of \$6,000.

Background/History/Details:

The Enhancement and Innovation supplemental grant funds will be used to fund a surveillance component of the case management system that will enable the program to operate under HIPAA compliance. The component will allow for HIPAA compliant communications and document submissions between the participants and the surveillance officers.

The grant award amount is \$6,000 with a \$818 local match requirement.

What action are you seeking from the Board of Commissioners?

Approval to accept the Enhancement and Innovation supplemental grant awarded to the Accountability State Court DUI program in the amount of \$6,000.

If this item requires funding, please describe:

Funding is available under Accountability State Court, 21420330-521316-DUI.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
ENHANCEMENT & INNOVATION SUBGRANT AWARD
ACCOUNTABILITY COURT GRANT

SUBGRANTEE: Fayette County BOC SUPPLEMENTAL STATE FUNDS: \$6,000

IMPLEMENTING AGENCY: Griffin JC DUI/Drug Court

PROJECT NAME: ACCOUNTABILITY COURT

SUBGRANT NUMBER: A24-8-010


GRANT PERIOD: 01/01/24-6/30/24

This award is made under the Accountability Courts State of Georgia Grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by December 29, 2023.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official

Date Executed: 01/01/24

Typed Name & Title of Authorized Official

Employer Tax Identification Number(EIN)

FY24 Enhancement and Innovation Award Budget

Court Name Fayette County DUI/Drug Court

Budget Worksheet Category	Line Item	Total Requested
Personnel		\$0
Contract Services		\$0
Drug Testing Supplies		\$0
Supplies /Other Costs	Reconnect Platform 6,000.00	\$6,000
Equipment		\$0
In State Training and Travel		
Transportation Funding		\$0
Total Budget Request:		\$6,000

Match: \$818

Funding Committee Note:

Please provide monthly breakdown of costs in future applications.

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
 Edward Gibbons, Vice Chairman
 Eric K. Maxwell
 Charles W. Oddo
 Charles D. Rousseau

Consent #12

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator
 Dennis A. Davenport, County Attorney
 Tameca P. Smith, County Clerk
 Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

December 14, 2023

2:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Chairman Lee Hearn called the December 14, 2023 Board of Commissioners meeting to order at 2:00 p.m. A quorum of the Board was present. Vice Chairman Edward Gibbons and Commissioner Charles Rousseau were absent.

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Chairman Hearn offered the invocation and led the audience in the Pledge of Allegiance. Commissioner Rousseau arrived at the meeting.

Acceptance of Agenda

Commissioner Charles Oddo moved to approve the agenda as written. Commissioner Eric Maxwell seconded. The motion passed 4-0. Vice Chairman Gibbons were absent.

PROCLAMATION/RECOGNITION:**1. Presentation of the Accountability Court updates and strategic planning efforts for FY24 and FY25.**

Accountability Court Coordinator, Christa Grayson, provided the Board a brief Accountability Court update and overview. Ms. Grayson highlighted both the DUI/Drug Court and Veterans Treatment Court programs, the treatment plans and requirements, and program goals. She noted several events and activities the Accountability Courts participated in, including the annual Kickball game, Overdose Awareness Day, the Dragon Boat Race, and Faith in Blue event. She stated that every year as a part of the program, participants hosted a holiday giveback. She noted that this year, participants partnered with Promise Place gathering essential items for members of the community, specifically victims of domestic violence. Ms. Grayson stated that Accountability Court staff attended the annual Council of Accountability Court Judges (CACJ) Conference in Athens, where they received training. Judge Jason Thompson expressed his pride in the Accountability Court programs, the team he worked with and the participants that this program helped. He thanked the Board as well as staff and other agencies for their support.

Chairman Hearn expressed his appreciation for the Accountability Court programs and the difference they have made in the lives of their participants, their families, and the overall community.

Commissioner Rousseau echoed the sentiments of Chairman Hearn. He also asked if space was available in the program for the potential participants in waiting, once their evaluations were completed.

Ms. Grayson stated yes, she would be conducting interviewers for counselors to ensure the program could assist as many people as possible.

Commissioner Rousseau continued expressing his appreciation for the work that was being done via the Accountability Court programs. He also asked if former clients/participants served as peer mentors for the program.

Ms. Grayson stated that there was an internal mentor program, where the higher phase participants mentored the lower phase participants.

PUBLIC HEARING:

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

Commissioner Oddo moved to approve the Consent Agenda except for item #3. Commissioner Rousseau seconded. The motion passed 4-0. Vice Chairman Gibbons was absent.

- 2. Approval of a supplemental grant award for the DUI Accountability Court for Law Enforcement, in the amount of \$10,227, with a \$1,227 match.**
- 3. Approval of Resolution 2023-11 to accept a donation of approximately 29.94 acres of property; 9.18 acres at Crimson Trace-Phase 3 subdivision and 20.76 acres at Yates Crossing-Phase 1 subdivision, located in Land Lots 12, 13, and 20 of the 7th District.**

Vice Chairman Gibbons arrived at the meeting.

Commissioner Rousseau wanted to know if the County was responsible for maintenance and upkeep of the property.

Mr. Davenport advised that as the property owner, the County would have reasonable responsibilities for the property but because he was unfamiliar with the property, he could not provide specifics on what those responsibilities were, if any.

Commissioner Rousseau advised that he would like a survey of the property performed to determine what the County's level of responsibility was as it related to the maintenance and upkeep of the property.

Commissioner Rousseau moved to table this item to the January 11, 2024 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

- 4. Approval of the November 9, 2023 Board of Commissioners Meeting Minutes.**
- 5. Approval of the November 20, 2023 Special Called Meeting Minutes.**

OLD BUSINESS:

- 6. Request to approve the County Attorney's recommendation to deny a disposition of tax refund, as requested by LDP Ventures dba Chick-Fil-A Midtown, account P216-0402, for tax year 2022. This item was tabled at the November 9, 2023 Board of Commissioners meeting.**

County Attorney Dennis Davenport stated that items #6, #7, and #8 were tabled from the November 9, 2023, board meeting regarding a tax refund request by LDP Ventures for personal property/equipment. He stated that the information provided by the

applicant from the previous meeting was new information and that his office asked for additional time to review and analyze the request. Mr. Davenport provided the Board a summary of events as it related to the applicant and why a tax refund was requested. He stated that tax bills were generated in September 2022, based on personal property tax returns received, in the spring of 2022. When these tax bills generated, they were received by both LDP Ventures and Chick-Fil-A Corporate. Chick-Fil-A Corporate paid the taxes about 30-days later and LDP Ventures, subsequently paid the same taxes a few days after that. Mr. Davenport acknowledged that Fayette County did receive two payments of taxes for equipment for the same Chick-Fil-A stores. The following day a representative from LDP Ventures advised that they had made a mistake and double paid because the person who typically filled out the tax return paperwork was no longer there and the person who filled out the tax paperwork did so incorrectly. Mr. Davenport confirmed that the taxes were double paid by LDP Ventures and Chick-Fil-A Corporate in the amount of \$4,240.18 each year for three years totaling \$12,720.54.

Mike Holmes, Applicant and Chick-Fil-A Operator stated that he believed that the request was for three separate Chick-Fil-A restaurant locations for one single year for the inventory but not the actual equipment.

Mr. Davenport stated that he misspoke if he stated, three sperate years. Mr. Holmes was correct; the request was for three separate locations for one year for personal property.

Commissioner Maxwell asked, as a point of clarification if the taxes had been paid twice.

Mr. Davenport stated that was correct.

Commissioner Maxwell stated that based on the backup he received regarding this item, his understanding was that the legal recommendation was to deny this refund request of \$12,720.54.

Mr. Davenport stated yes that was the legal recommendation. The tax refund requests are typically approved if a mistake was made by the Tax Assessors Office. In this case, the Tax Assessors Office did not make an error we [the County] accepted sworn statements from Chick-Fil-A Corporate and LDP Ventures with respect to the personal property and billed accordingly.

Commissioner Maxwell ask if hypothetically he mistakenly wrote a \$60,000 check intending to pay a \$6,000 tax bill would that mean he would be out \$54,000.

Mr. Davenport advised that if he sent it through O.C.G.A. 48-5-380 tax refund request, then yes. But noted that he was welcome to seek relief and/or a refund in a different manner.

Commissioner Maxwell stated that this just seemed oppressive to him, that someone could mistakenly pay their taxes twice and the Board would keep the money. He stated that he did not feel comfortable doing so, even if that was what the law advised. He reiterated that he did not feel right keeping the extra money.

Chairman Hearn stated that he understood and appreciated the law but also wanted to maintain a level of fairness and would entertain a motion to refund the \$12,720.54. Commissioner Maxwell seconded.

Commissioner Maxwell asked what happened if the Board voted against the legal recommendation.

Mr. Davenport stated that based on the standard of whether the Tax Assessors Office made an error or not, a tax refund request was either approved or denied. If an error was made, the request was approved, if no error was made by the Tax Assessors Office, the request was denied. Making a decision outside of this standard would be precedential and open the Board up for challenges when subsequent requests were received in the future.

Commissioner Rousseau stated that he was sympathetic to the resident, business owner, taxpayer regarding the overpayment and was mindful of a sense of fairness. However, approving this request would set a precedent and require the Board to change its standard/policy in approving/denying tax refund requests. This would potentially cause issues for the Board in the future. He

concluded that although he was sympathetic to the requester, he felt more comfortable maintaining the standard that was in place.

Commissioner Maxwell stated that although he understood Commissioner Rousseau hesitations, he wanted to reiterate that this case was extremely unique and was not the typical residential tax refund request that Board regularly reviewed.

Commissioner Oddo stated that this request was a tough one to decide but he was leaning toward denial. He acknowledged that this was a lot of money, and that it did bother him that it was paid twice. He noted that his intent was to follow the law maintaining the standard for future requests. He noted that if there was another way he could go about receiving and/or applying for the refund he would prefer he used that route, but he did not feel this was the correct way to request this refund and would be voting in favor of the County Attorney's recommendation.

Chairman Hearn moved to approve to reimburse the \$12,720.54, requested by LDP Ventures dba Chick-Fil-A Midtown, account P216-0402, for tax year 2022. Commissioner Maxwell seconded. The motion failed 2-3, with Vice Chairman Gibbons, Commissioner Oddo, and Commissioner Rousseau voting in opposition.

Commissioner Rousseau moved to deny a disposition of tax refund, as requested by LDP Ventures dba Chick-Fil-A Midtown, account P216-0402, for tax year 2022. Vice Chairman Gibbons seconded. The motion passed 3-2, with Chairman Hearn and Commissioner Maxwell voting in opposition.

7. Request to approve the County Attorney's recommendation to deny a disposition of tax refund, as requested by LDP Ventures dba Chick-Fil-A Midtown, account P216-0403, for tax year 2022. This item was tabled at the November 9, 2023 Board of Commissioners meeting.

Commissioner Rousseau moved to deny a disposition of tax refund, as requested by LDP Ventures dba Chick-Fil-A Midtown, account P216-0403, for tax year 2022. Vice Chairman Gibbons seconded. The motion passed 3-2, with Chairman Hearn and Commissioner Maxwell voting in opposition.

8. Request to approve the County Attorney's recommendation to deny a disposition of tax refund, as requested by LDP Ventures dba Chick-Fil-A Midtown, account P217-0501, for tax year 2022. This item was tabled at the November 9, 2023 Board of Commissioners meeting.

Commissioner Rousseau moved to deny a disposition of tax refund, as requested by LDP Ventures dba Chick-Fil-A Midtown, account P217-0501, for tax year 2022. Vice Chairman Gibbons seconded. The motion passed 3-2, with Chairman Hearn and Commissioner Maxwell voting in opposition.

NEW BUSINESS:

9. Update and review of Crabapple Lane multi-use path options.

County Administrator Steve Rapson provided the Board an overview of the Crabapple Lane multi-use path options. Based on Board direction, staff evaluated possible solutions with all parties concerning connectivity at Crabapple Lane. He stated that Peachtree City did have the authority to restrict access within Peachtree City limits and had taken official action to close Crabapple Lane to cars and golf carts. He noted that County staff opposed eliminating Crabapple Lane vehicle and golf cart interconnectivity. Mr. Rapson advised that the County FY2023 capital program does have funding for the installation of a cul-de-sac with appropriate grading and ditches to prevent vehicles and golf carts from driving through from either direction. He continued that there were 320 homes within the Town of Tyrone that were adjacent to Farr Road and must cross Dogwood Trail using an at-grade crossing to access Peachtree City. Mr. Rapson presented the following findings to the Board:

- Trent Foster, Residential Developer, offered \$500,000 to assist with a solution they have developed, using City of Tyrone specifications for an alternate access via Bailee Run, Dogwood Trail, and the Dogwood Church property.

- Fayette County evaluated Right-of-Way along Dogwood Trail & Old Highway 74 Roadbed and would be willing to be the Fiscal Agent for a Town of Tyrone Safety Improvement Grant for a proposed \$125,000 HAWK crossing.
- Town of Tyrone has assessed several options and routes for an alternative connection.

Mr. Rapson continued by reviewing the arial map outlining the proposed path options, which included: Crabapple Lane, Dogwood Trail, and Taylor Ridge Court. Mr. Rapson stated that staff developed five different options:

Option #1 – Crabapple Lane1

Remove gate and open Crabapple Lane for car & golf cart access.

Option #2 – Crabapple Lane1

Keep Crabapple Lane closed for cars but allow golf cart access.

Option #3 – Dogwood Trail 2

Construct 1,620 feet of new path construction along Dogwood Trail connecting Bailee Run with Dogwood Church. This option includes a short bridge or culvert extension and significant backfill.

Option #4 – Taylor Ridge Court 2

Construct 1,935 feet of new path with 160 feet of elevated board walk or bridge, also connects to Dogwood Church.

Option #5 – All other Golf Cart Access Options

Not fiscally viable solutions

As a part of the evaluation, Mr. Rapson provided a cost comparison chart of the different proposed path options. He stated that for the Crabapple Lane option, the estimated cost was \$125K and included the HAWK signalized crossing, The Dogwood Trail estimated cost was \$985K, and the Taylor Ridge Court estimated cost was \$1.3M. Mr. Rapson stated that after much discussion with all the concerning parties, Peachtree City was unlikely to agree to reopening Crabapple Lane to vehicle traffic based upon discussions and concerns expressed by their elected officials. He reiterated that this was a City of Peachtree City decision to make. The remaining options included:

Crabapple Lane, Option #2, was a position that warranted further consideration based upon discussions with all parties, and County staff would support Option #2 as a viable alternative.

Reopening Crabapple Lane to golf carts, bicycles, and pedestrians provides the cheapest and safest option for connection between Dogwood Trail and Kedron Village. Costs for this option include a proposed \$125,000 HAWK at-grade crossing at Dogwood Trail.

Dogwood Trail, Option #3, would be the only other financially viable option to provide an alternate solution and results in a \$385,227 funding shortfall.

Mr. Rapson stated staff recommendation was to submit this presentation to the City of Peachtree City for consideration of the path options as outlined.

Commissioner Oddo asked if this required a vote.

Mr. Rapson stated no, because the County could not require that they to do anything. However, we would submit the presentation to the City of Peachtree City for consideration of the path options.

Commissioner Rousseau comments were inaudible.

Commissioner Rousseau moved to authorize the County Administrator to offer the updated recommendation to the City of Peachtree City and report back with his findings. Vice Chairman Gibbons seconded. The motion passed 5-0.

10. Consideration of a recommendation from the Planning Commission Selection Committee to re-appoint Danny England to the Planning Commission for a term beginning January 1, 2024 and expiring December 31, 2026.

Vice Chairman Gibbons moved to approve recommendation from the Planning Commission Selection Committee to re-appoint Danny England to the Planning Commission for a term beginning January 1, 2024 and expiring December 31, 2026. Commissioner Oddo seconded. The motion passed 5-0.

11. Consideration of a recommendation from the Planning Commission Selection Committee to re-appoint Martha Hopkins to the Fayette County Zoning Board of Appeals for a term beginning January 1, 2024 and expiring December 31, 2026.

Commissioner Oddo moved to approved recommendation from the Planning Commission Selection Committee to re-appoint Martha Hopkins to the Fayette County Zoning Board of Appeals for a term beginning January 1, 2024 and expiring December 31, 2026. Vice Chairman Gibbons seconded. The motion passed 5-0.

12. Consideration of a recommendation from the Selection Committee, comprised of Commissioners Edward Gibbons and Eric Maxwell to appoint Dr. Alvetta Thomas to the Fayette County Development Authority to serve an unexpired term expiring April 9, 2024 and to extend the appointment to expire April 9, 2028, per county Policy 100.19 - Board Appointments.

Vice Chairman Gibbons moved to appoint Dr. Alvetta Thomas to the Fayette County Development Authority to serve an unexpired term expiring April 9, 2024 and to extend the appointment to expire April 9, 2028, per county Policy 100.19 - Board Appointments. Commissioner Maxwell seconded. The motion passed 5-0.

13. Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Edward Gibbons and Commissioner Charles Oddo, to re-appoint Walter Ponder to the Board of Assessor position to serve a term beginning January 1, 2024 and expiring December 31, 2026.

Vice Chairman Gibbons moved to re-appoint Walter Ponder to the Board of Assessor position to serve a term beginning January 1, 2024 and expiring December 31, 2026. Commissioner Oddo seconded. The motion passed 5-0.

14. Consideration of a recommendation from the Selection Committee, composed of Vice Chair Edward Gibbons and Commissioner Charles Rousseau, to appoint Vicki Butler to the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Planning Board to serve a term beginning October 1, 2023 and expiring September 30, 2026.

Vice Chairman Gibbons moved to approve to appoint Vicki Butler to the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Planning Board to serve a term beginning October 1, 2023 and expiring September 30, 2026. Commissioner Rousseau seconded. The motion passed 5-0.

15. Consideration of staff's recommendation to re-appoint Page McDonald to the Fayette County Library Board to serve a term beginning January 1, 2024 and expiring December 31, 2027.

Commissioner Rousseau moved to approve to re-appoint Page McDonald to the Fayette County Library Board to serve a term beginning January 1, 2024 and expiring December 31, 2027. Vice Chairman Gibbons seconded. The motion passed 5-0.

16. Request to award Bid #2332-B, Medic Trucks to Frazer, Ltd. for one new (1) Medic Truck in the amount of \$370,085, and an additional \$141,080 for equipment for a total of \$511,165; a transfer of \$112,915 is needed to fully fund CIP project 243AA.

Fire Chief Jeff Hill advised the Board that this request was to award Bid #2332-B, Medic Trucks to Frazer, Ltd. for one new Medic Truck.

Chairman Hearn asked what the lead time was on receiving the truck.

Chief Hill advised 12-18 months.

Chairman Hearn expressed his appreciation to Chief Hill for his forethought and preparation in initiating this request. Commissioner Oddo asked what the Medic Truck was used for.

Chief Hill stated that the medic truck was an ambulance and was used to service emergency calls in the community. This additional truck would assist in efficiency of customer care and emergency service delivery.

Commissioner Rousseau stated that in the future he would like recommendations to the Board and/or Mr. Rapson on what an ideal level of medic trucks would be based on the County's population to ensure we are able to accommodate the needs of our citizens and residents.

Commissioner Oddo moved to approve to award Bid #2332-B, Medic Trucks to Frazer, Ltd. for one new (1) Medic Truck in the amount of \$370,085, and an additional \$141,080 for equipment for a total of \$511,165; a transfer of \$112,915 is needed to fully fund CIP project 243AA. Vice Chairman Gibbons seconded. The motion passed 5-0.

17. Request to award Bid #2332-B, Medic Trucks to Frazer, Ltd. for three replacement (3) Medic Trucks in the amount of \$1,110,255, and an additional \$131,373 for equipment for a total of \$1,241,628; a transfer of \$341,628 is needed to fully fund project P23AE.

Chief Hill stated that this request was to award Bid #2332-B, Medic Trucks to Frazer, Ltd. for three (3) replacement Medic Trucks. He advised that the lead time on these trucks were 12-18 months.

Vice Chairman Gibbons moved to approve to award Bid #2332-B, Medic Trucks to Frazer, Ltd. for three replacement (3) Medic Trucks in the amount of \$1,110,255, and an additional \$131,373 for equipment for a total of \$1,241,628; a transfer of \$341,628 is needed to fully fund project P23AE. Commissioner Oddo seconded. The motion passed 5-0.

18. Request to award Bid #2335-B; FY24 Resurfacing Project to C.W. Matthews Contracting Co, Inc. in the amount of \$2,253,668.00.

Roads Department Director Steve Hoffman stated that this item was seeking approval to award Bid #2335-B; FY24 Resurfacing Project to C.W. Matthews Contracting Co, Inc. in the amount of \$2,253,668.00.

Vice Chairman Gibbons moved to approve award Bid #2335-B; FY24 Resurfacing Project to C.W. Matthews Contracting Co, Inc. in the amount of \$2,253,668.00. Commissioner Rousseau seconded. The motion passed 5-0.

19. Request to award Bid #2330-B HA 5, High Density Mineral Bond to Holbrook Asphalt, Inc. in the amount of \$342,401.19.

Mr. Hoffman stated that this item was seeking approval to award Bid #2330-B HA 5, High Density Mineral Bond to Holbrook Asphalt, Inc. in the amount of \$342,401.19.

Commissioner Rousseau moved to approve to award Bid #2330-B HA 5, High Density Mineral Bond to Holbrook Asphalt, Inc. in the amount of \$342,401.19. Commissioner Oddo seconded.

Vice Chairman Gibbons stated that this request was for High Density Mineral Bond pavement preservation that would be used on 4.53 miles on various roadways and neighborhood streets throughout the County.

Commissioner Rousseau moved to approve to award Bid #2330-B HA 5, High Density Mineral Bond to Holbrook Asphalt, Inc. in the amount of \$342,401.19. Commissioner Oddo seconded. The motion passed 5-0.

20. Request to award Bid #2312-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$791,364.80.

Mr. Hoffman stated that this item was seeking approval to award Bid #2312-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$791,364.80.

Vice Chairman Gibbons stated that this request was for Micro Surfacing that would be used on 8.77 miles on various roadways and neighborhood streets throughout the County.

Vice Chairman Gibbons moved to approve to award Bid #2312-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$791,364.80. Commissioner Rousseau seconded. The motion passed 5-0.

21. Request to renew Contract #1447-S, Renewal 3 for Carbyne, Inc. in the amount of \$285,500 to provide maintenance and support for continued operation of the 911 phone system.

911 Director Kayte Vogt requested the approval to renew Contract #1447-S, Renewal 3 for Carbyne, Inc. in the amount of \$285,500 to provide maintenance and support for continued operation of the 911 phone system.

Commissioner Oddo moved to approve to renew Contract #1447-S, Renewal 3 for Carbyne, Inc. in the amount of \$285,500 to provide maintenance and support for continued operation of the 911 phone system. Vice Chairman Gibbons seconded. The motion passed 5-0.

Commissioner Roussesu asked if any other company could provide these services or was this a sole source.

Ms. Vogt advised that at this time these services were sole-sourced but there were other companies looking into providing this service in the future.

ADMINISTRATOR'S REPORTS:

A. Contract #2349-S: Lake Horton Raw Water Pump 4 Repairs

Hot Projects

Mr. Rapson stated that the Hot Projects report was forwarded to the Board and included updates on the Redwine Road multi-use path, Parks and Recreation multi-use facility, Redwine Road/Bernhard Road/Peachtree Parkway roundabout.

Christmas Door Decorating/Wreath Contest Winners

Mr. Rapson advise the Board on the following winner of the 2023 Christmas Door Decorating/Wreath Contest Winners:

1st Place Door – Building Safety
1st Place Werth - Sheriff Department
Best Overall- Sheriff Department

Extended Employee Holiday

Chairman Hearn expressed his appreciation for the staff of Fayette County and advised that there had been some discussion amongst the Board about extending the Christmas Holiday, instead of the traditional two-day holiday he suggested making it five days. Chairman Hearn stated that this would be a thank you to county employees for their hard work and dedication.

Chairman Hearn moved to approve to extend the Christmas Holiday from two days (December 25 & 26) to five days (December 25-December 29). Vice Chairman Gibbons seconded.

Commissioner Oddo asked, as a point of clarification if the County would still be operating and if this was a one-time deal or a policy change.

Mr. Rapson stated that these would be three additional holidays. There were individuals in various department that would work, and they would be put into holiday mode as they typically are. Staff would handle the accrual and leave modification and logistics of those employees. He reiterated that this would not be a minimal staff/skeleton crew schedule. Employees would be on holiday and office would be closed that entire week. Notices would be posted to advise citizens of the update holiday schedule.

Commissioner Rousseau suggested doing minimal staff/skeleton crew schedule instead. He stated that he was hesitant to do a full closure because there would be residents and business owners also off from work needing to conduct business. Commissioner Rousseau stated that he loved the Fayette County team dearly and appreciated all they did.

Mr. Rapson stated that if approved, notices would be immediately posted advising of the updated holiday schedule and any residents and business owners would still have a week to get that accomplished. He noted that there would still be essential staff working and on-call to ensure the County operations ran efficiently.

Chairman Hearn moved to approve to extend the Christmas Holiday from two days (December 25 & 26) to five days (December 25-December 29). Vice Chairman Gibbons seconded. The motion passed 4-1, with Commissioner Rousseau voting in opposition.

ATTORNEY'S REPORTS:

County Attorney Dennis Davenport stated that there were three items for Executive Session. Two items involving threatened litigation and one item involving pending litigation.

COMMISSIONERS' REPORTS:

Commissioner Maxwell

Commissioner Maxwell recognized the passing of Tony Parrott and extended his condolences to the Parrott Family for their loss. He relayed kind memories of Mr. Parrott.

Chairman Hearn

Chairman Hearn relayed his experiences working with Tony Parrott expressing his condolences for his loss stated that he would be missed.

Commissioner Rousseau

Commissioner Rousseau echoed the sentiments expressed about Tony Parrott and extended his warm regards to his family.

Commissioner Rousseau stated that he wanted to public recognized Animal Control Director Jerry Collins for his leadership and dedication, expressing his appreciation for his hard work and professionalism. He relayed a happy holidays to all in attendance.

Commissioner Rousseau stated that he had noticed an influx in dead hawks throughout the County along the roadway and was concerned and suggested reaching out to the Department of Natural Resources.

He thanked County staff noting that his vote against the holiday extension was not a reflect of his appreciation but the need to maintain the highest level of service to Fayette County citizens.

Commissioner Oddo

Commissioner Oddo acknowledged Tony Parrott and extended his condolences to the Parrott Family. He wished everyone a Merry Christmas and Happy New Year advising everyone to please be safe.

Chairman Hearn

Chairman Hearn expressed his concern regarding resurfacing efforts in the County and his desire to heighten these efforts in line with Georgia Department of Transportation recommendations. He stated that he would like an in-depth discussion about the County's resurfacing program.

Chairman Hearn extended kudos to Jerry Collins and his staff for a job well done. He expressed his appreciation for all Fayette County employees.

EXECUTIVE SESSION:

Two items involving threatened litigation and one item involving pending litigation. Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 3:29 p.m. and returned to Official Session at 3:59 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 5-0.

Mr. Davenport stated that the Board had been advised that Probate Judge Jackson would be resigning her position effective February 29, 2024. As a result, state law required that the position be filled in a certain manner, outlining that if we had an Associate Probate Court Judge that position would transition into the Probate Judge position. He advised that the County did have an Associate Probate Court Judge, Angela Langaard. Mr. Davenport stated that if things continued to go according to plan, effective March 1, 2024, Judge Angela Langaard would transition into the Probate Judge position. Mr. Davenport advised in anticipation of that move occurring, it would be prudent to review her compensation for the year which included the unexpired term through December 31, 2024. He noted that it was up to the Board to determine what that compensation would be.

Commissioner Maxwell moved to annualize the pay of \$123,088.48 per year. Vice Chairman Gibbons seconded. The motion passed 5-0.

Commissioner Maxwell asked if Chairman Hearn wanted to expound on previous statement regarding transportation projects within the County. He stated that he would be in favor of having a full discussion related to transportation issues and goals.

Chairman Hearn stated that there were a lot of elements related to paving and transportation and expressed his desire and the need to discuss and properly prepare an in-depth County resurfacing program. He stated that he would like an analysis for what our current resurfacing efforts were vs what was recommended via the Department of Transportation.

Commissioner Rousseau stated that he was not opposed to a paving analysis being conducted.

Vice Chairman Gibbons stated that he felt that this was outside his expertise and was not necessary and that [the Board] should allow the County Administrator the opportunity to do his job. He concluded that he was not in favor of a review/analysis like this outside the normal budget schedule.

Commissioner Oddo stated that in his opinion this would be a perfect item to be discussed at Retreat. He stated that doing this within the normal process would be the most appropriate and efficient way to handle this type of request and/or analysis. Commissioner Oddo he stated that he felt it was above his expertise.

Vice Chairman Gibbons stated that he did not want to sit through a four-hour long meeting about paving and felt that if it was something he could not understand in an hour or less, then the Board was "too far in the weeds."

Chairman Hearn stated that he felt it was important to review this type of requests now to determine how it would affect the overall budget. In his opinion, waiting until Retreat was too long and he would like to take a proactive approach and plan ahead.

Further conversation continued.

Mr. Rapson advised that staff was being proactive and maintained a holistic approach when reviewing various projects and programs to include for consideration for each year's budget. He assured the Board the staff did not wait until budget season or retreat to start their evaluations and analysis of these project.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the December 14, 2023 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The December 14, 2023 Board of Commissioners meeting adjourned at 4:14 p.m.

Marlena M. Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 11th day of January 2024. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

281 of 371

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Resolution 2023-11 to accept a donation of approximately 29.94 acres of property; 9.18 acres at Crimson Trace-Phase 3 subdivision and 20.76 acres at Yates Crossing-Phase 1 subdivision, located in Land Lots 12, 13, and 20 of the 7th District. This item was tabled at the December 14, 2023 Board of Commissioners meeting.

Background/History/Details:

Please see the attached Resolution and Warranty Deed describing the dedication of land to Fayette County. Also provided is a map showing the approximate location and configurations of the parcels, which are located along Whitewater Creek and north of Eastin Road.

The parcels are identified as # 070708012 and 070703054 on the Fayette County Tax Assessor's property map.

On August 4, 2008, according to deed records, Mr. Dan Stinchcomb donated certain common areas in the Crimson Trace-Phase 3 and Yates Crossing-Phase 1 subdivision to Fayette County. The property was not brought before the Board for approval at that time. Staff recommends that the Board accept Resolution 2023-11 for the donation of property as described in Exhibit "A".

At the direction of the Board at the December 14 meeting, staff walked the property and found no issues.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2023-11 to accept a donation of approximately 29.94 acres of property; 9.18 acres at Crimson Trace-Phase 3 subdivision and 20.76 acres at Yates Crossing-Phase 1 subdivision, located in Land Lots 12, 13, and 20 of the 7th District.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

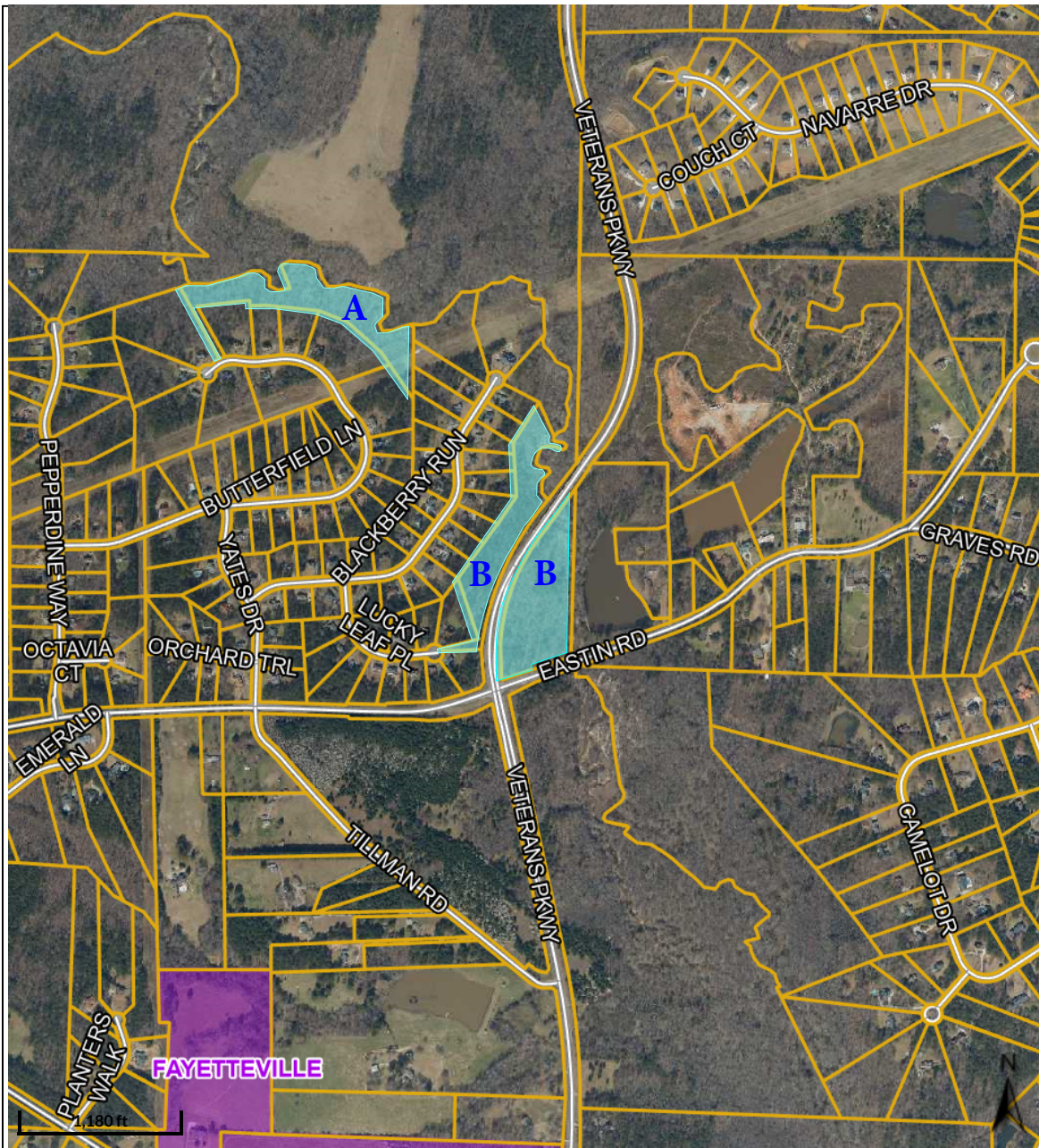
Reviewed by Legal

Approved by Purchasing

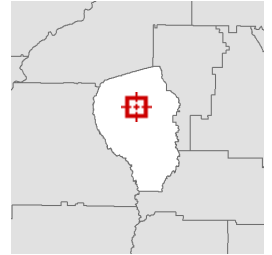
County Clerk's Approval

Administrator's Approval

Staff Notes:



Overview



A - 9.18 acres
Crimson Trace

B - 20.76 acres
Yates Crossing

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2023 - ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY TO ACCEPT THE DONATION OF APPROXIMATELY 9.18 ACRES OF PROPERTY DESCRIBED ON THE FINAL PLAT OF CRIMSON TRACE – PHASE 3 SUBDIVISION; TO ACCEPT THE DONATION OF APPROXIMATELY 20.76 ACRES OF PROPERTY DESCRIBED ON THE FINAL PLAT OF YATES CROSSING – PHASE 1 SUBDIVISION; TO PROMOTE THE PUBLIC HEALTH, SAFETY, AND WELFARE; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the Board of Commissioners for Fayette County, Georgia, hereinafter referred to as the “County”, is the duly elected governing body for the County; and

WHEREAS, Dan V. Stinchcomb, hereinafter referred to as “Donor” made the decision to donate certain common areas in the Crimson Trace, Phase 3 and Yates Crossing, Phase 1 subdivisions to Fayette County (as described in Exhibit “A” attached hereto and incorporated herein), henceforth referred to as the “Property”, to the County for use by the County as it deems prudent and necessary for County purposes; and

WHEREAS, on August 4, 2008, donor filed a deed into the Fayette County Deed Record causing the transfer of the common areas in the Crimson Trace Phase 3 and Yates Crossing Phase 1 subdivisions to Fayette County from Donor to the County; and

WHEREAS, said deed can be located in the deed record of Fayette County at Deed

Book 3428 Page 557, it is attached hereto in Exhibit "A" and hereby incorporated herein; and

WHEREAS, the Board of Commissioners for the Fayette County that the County has determined that acceptance of the "Property" is in the best interest of the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for the Fayette County that the County hereby accepts the donation of the Property also commonly referred to as the common areas of the Crimson Trace – Phase 3 and Yates Crossing – Phase 1 subdivisions as they are described in the deed attached hereto as Exhibit "A", from the Donor.

SO RESOLVED this _____ day of December 2023.

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

EXHIBIT "A"

Doc ID: 007865620001 Type: GLR
 Filed: 08/04/2008 at 09:55:00 AM
 Fee Amt: \$10.00 Page 1 of 1
 Transfer Tax: \$0.00
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

BK **3428** PG **557**

STATE OF GEORGIA

WARRANTY DEED

COUNTY OF FAYETTE

Return to: Donald M. Comer, P. C.
 1803 Brookhaven Drive
 Peachtree City, Georgia 30269

THIS INDENTURE, made this 4th day of August, in the year of our Lord Two Thousand and Eight between **DAN V. STINCHCOMB** ("Grantor") and **FAYETTE COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Grantee"). The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, and convey unto Grantee a tract of land bounded and described as follows:

All that tract or parcel of land lying and being in Land Lots 12, 13, and 20 of the 7th District of Fayette County, Georgia, being 9.18 acres of land described as "Common Area" on the Final Plat of Crimson Trace - Phase 3 subdivision, recorded in Plat Book 25, Pages 104-105, Fayette County, Georgia Deed Records, which plat is incorporated herein by reference and made a part of this legal description; and 20.76 acres of land described as "Recreation and Open Space" on the Final Plat of Yates Crossing - Phase One subdivision, recorded in Plat Book 21, Page 17, Fayette County, Georgia Deed Records, which plat is incorporated herein by reference and made a part of this legal description (hereafter the "Property").

TO HAVE AND TO HOLD the above described property, (subject to all easements and restrictive covenants of record, if any), together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee forever, **IN FEE SIMPLE**.

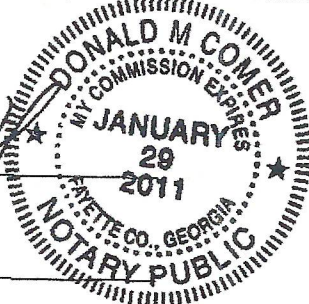
AND GRANTOR will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on this Warranty Deed the day and year above written.

Signed, sealed and delivered
 in the presence of:

Witness

Notary Public



[Signature] (SEAL)
 Dan V. Stinchcomb

COUNTY AGENDA REQUEST

286 of 371

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request for authorization to issue the Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024, with an issuance amount of \$33,100,000.

Background/History/Details:

The Commission approved staff's request to proceed with a \$35M bond issuance to advance fund eligible 2023 SPLOST projects at the November 9, 2023 Commission meeting. The financing scenario presented by Stifel, Nicolaus & Company, related to the 2024 Public Facilities Authority Revenue Bonds, Series 2024, requires an issuance amount of \$33.1M based upon external variables, interest rates, bond yields, timing of fund draws,

The proceeds of the Bonds will be used to advance fund certain SPLOST Projects, namely, financing the acquisition, construction and equipping of all or a portion of (a) a recreation multi-use facility, (b) a backup E-911 Center, (c) Justice Center renovations, and (d) stormwater improvement projects.

Fayette County has potential investment earnings of \$2.0M. Funds must be spent within 3 years to avoid interest arbitrage.

Staff is also recommending that the County utilize the services of Stifel, Nicolaus & Company as Underwriters; Murray, Barnes, Finister, LLP as Bond Counsel; McNally, Fox, Grant & Davenport P.C. as the County Attorney and the County's current auditing firm, Nichols, Cauley & Associates to execute the refinancing process. Costs of issuance are expected to cost between \$399k to \$405k.

What action are you seeking from the Board of Commissioners?

Approval for authorization to issue the Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024 in the amount of \$33,100,000.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

INTERGOVERNMENTAL CONTRACT

between

FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY

and

FAYETTE COUNTY, GEORGIA

Dated as of February 1, 2024

This document was prepared by:
Murray Barnes Finister LLP
Building 5, Suite 515
3525 Piedmont Road NE
Atlanta, GA 30305
(678) 999-0350

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Exhibit A- Form of Completion Certificate

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT is entered into as of February 1, 2024 (this “Contract”), by and between the FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY (the “Authority”), a body corporate and politic of the State of Georgia, and the FAYETTE COUNTY, GEORGIA (the “County”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to an Act of the General Assembly of the State of Georgia entitled the “Fayette County Public Facilities Authority Act” (1978 Ga. L., p. 3377, *et seq.*, as amended) (the “Act”); and

WHEREAS, pursuant to the Act, the Authority has the power to (a) make contracts ... with respect to the use of “projects” (as defined in the Act), including contracts with Fayette County, Georgia (the “County”), (b) construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage projects and (c) issue revenue bonds pursuant to and in conformity with Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law” (the “Revenue Bond Law”), for the purpose of paying the costs of any project with the proceeds of revenue bonds issued by the Authority; and

WHEREAS, “project” is defined in the Act as the acquisition construction, equipping, maintenance and operation of buildings and the usual facilities, furnishings, equipment and real and personal property related thereto, and extensions and improvements of such buildings, equipment, facilities and property, the acquisition of the necessary property therefor, both real and personal and the lease and sale of any part of all of such buildings, facilities, furnishings and equipment, including real and personal property, so as to assure the efficient and proper development, maintenance and operation of such facilities and areas deemed by the Authority to be necessary, convenient or desirable and such term shall also be deemed to mean and include the acquisition, construction, equipping, maintenance, and operation of facilities constituting a storm-water management system; and

WHEREAS, Article IX, Section II, Paragraph III(a)(1) of the Georgia Constitution authorizes any county to exercise certain powers and provide certain services, including police protection; and

WHEREAS, paragraph 5 of Chapter 9 of Title 36 of the Official Code of Georgia Annotated provides that it is the duty of county governing authorities to erect or repair, when necessary, their respective courthouses and jails and all other necessary county buildings and to furnish each with all the furniture necessary for the different rooms, offices, or cells; and

WHEREAS, the Revenue Bond Law authorizes the Authority and the County to issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction,

reconstruction, improvement, betterment, or extension of any “undertaking,” which includes buildings to be used for amusement purposes and systems, plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of storm water, together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights in land, water rights, contract rights, franchises, approaches, dams, reservoirs, generating stations, sewage disposal plants, intercepting sewers, trunk connecting and other water and sewer mains, filtration works, pumping stations, and equipment; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to issue its Revenue Bonds (Fayette County Projects), Series 2024 (the “Bonds”) in an aggregate principal amount not to exceed \$[Par Amount] for the purpose of (a) financing the acquisition, construction and equipping of all or a portion of (i) a recreation multi-use facility, (ii) a backup E-911 Center, (iii) Justice Center renovations, and (iv) stormwater improvement projects (collectively, the “Projects”) and (b) paying the costs of issuing the Bonds; and

WHEREAS, the Authority and the County propose to enter into this Contract, pursuant to which the Authority will agree to, among other things, issue the Bonds and the County will agree to, among other things, (a) construct the Projects, (b) pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bonds (the “Contract Payments”) and (c) levy an ad valorem property tax, unlimited as to rate or amount, on all property in the County subject to such tax in order to make such Contract Payments; and

WHEREAS, the Bonds will be secured by a first lien on the Contract, the Contract Payments and the moneys and investments on deposit in the funds created in the resolution of the Authority adopted on January 11, 2024 (the “Resolution”).

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County, hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution. The following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Completion Date” means the date that the Projects are completed.

“Disclosure Certificate” means the written undertaking executed by the County in connection with the issuance of the Bonds as required by the Rule.

“Rule” means Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a body corporate and politic duly created and validly existing under the Constitution and laws of the State. The Authority is authorized and has the power to (i) adopt the Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Bonds and (iii) execute, deliver and perform its obligations under this Contract. The Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized the (i) issuance, execution, delivery and performance of its obligations under the Bonds and (ii) the execution, delivery and performance of its obligations under this Contract. The Resolution, the Bonds and this Contract are valid, binding and enforceable obligations of the Authority.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the Authority as of the date hereof in connection with the (i) adoption of the Resolution and the performance of its obligations thereunder, (ii) issuance, execution, delivery and performance of its obligations under the Bonds or (iii) execution, delivery and performance of its obligations under this Contract; provided, however, no representation is given with respect to any “blue sky” laws.

(c) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution delivery and performance of its obligations under the Bonds and the execution, delivery and performance of its obligations under this Contract do not (i) violate the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Bonds, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (1) enforceability of the Bonds, the Resolution or this Contract, (2) financial condition or results of operations of the Authority or (3) the transactions contemplated by this Contract.

(e) The Authority is not (i) in violation of the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(f) The issuance of the Bonds is within the public purposes intended to be served by the Authority.

The Authority makes no representation or warranty with respect to the (a) condition or workmanship of any part of the Projects, (b) suitability of the Projects for the County's purposes, (c) sufficiency of the Bond proceeds to pay the costs of the Projects or (d) the financial condition of the County.

Section 2.2. Representations by the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and validly existing under the Constitution and laws of the State. The County is authorized to and has the power to execute, deliver and perform its obligations under this Contract. The County has duly authorized the execution, delivery and performance of its obligations under this Contract. This Contract is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the County as of the date hereof in connection with the execution, delivery and performance of its obligations under this Contract except as shall have been obtained; provided, however, no representation is given with respect to any "blue sky" laws.

(c) The execution, delivery and performance of its obligations under this Contract do not (i) violate the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the County or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which it or its property is subject.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Bonds or the County from constructing and equipping the Projects, (ii) contesting or questioning the existence of the County or the titles of the present officers of the County to their respective offices or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (1) enforceability of

this Contract, (2) financial condition or results of operations of the County or (3) transactions contemplated by this Contract.

(e) The County is not (i) in violation of the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the County or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which it or its property is subject.

The County makes no representation or warranty with respect to the financial condition of the Authority.

ARTICLE III.

ISSUANCE OF THE BONDS; APPLICATION OF BOND PROCEEDS

Section 3.1. Agreement to Issue Bonds.

The Authority agrees that it will validate and issue the Bonds. The Authority shall deliver a certified copy of the Resolution to the County promptly upon adoption thereof.

Section 3.2. Application of Bond Proceeds.

The proceeds from the sale of the Bonds shall be applied as provided in Article IV, Section 1 of the Resolution, and the County hereby approves the issuance of the Bonds and the application of proceeds.

ARTICLE IV.

COMMENCEMENT AND COMPLETION OF THE PROJECTS

Section 4.1. Agreement to Construct and Equip the Projects.

The County shall be solely responsible for the construction and equipping of the Projects.

The County shall obtain all necessary approvals from any and all governmental agencies requisite to the construction and equipping of the Projects. The Projects shall be constructed and equipped in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The County will take such action and institute such proceedings as it shall deem appropriate to assure that the construction and equipping of the Projects will proceed in an efficient and workmanlike manner.

The County shall construct and equip the Projects with all reasonable dispatch and shall use its best efforts to cause the construction and equipping of the Projects to be completed as soon as may be practical, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the County excepted.

The County shall prepare the Requisitions required by the Resolution.

The Projects shall be titled in the name of the County.

Section 4.2. Establishment of Completion Date.

The Completion Date shall be evidenced to the Project Fund Custodian and the County by a completion certificate signed by an Authorized County Representative substantially in the form attached hereto as Exhibit A

Section 4.3. In Event Bond Proceeds Insufficient.

The Authority does not make any warranty, either express or implied, that the proceeds derived from the sale of the Bonds will be sufficient to pay all the costs of the Projects. In the event that the proceeds derived from the sale of the Bonds are insufficient to pay all the costs of Projects intended to be financed with Bond proceeds, the County shall pay the remaining costs.

ARTICLE V.

EFFECTIVE DATE AND DURATION OF THIS CONTRACT; PAYMENT PROVISIONS; TAX LEVY AND LIENS

Section 5.1. Effective Date of this Contract; Duration of Contract Term.

This Contract shall become effective as of the execution and delivery of this Contract, and the obligations created by this Contract shall then begin, and, subject to the other provisions of this Contract, shall expire July 1, 2029, or if at said time and on said date all of the Bonds have not been paid in full then on such date as such payment shall have been made, but in no event in excess of 50 years from the date hereof.

Section 5.2. Contract Payments.

The County agrees to pay the Contract Payments at least one day before the applicable Interest Payment Date. The Authority has assigned the Contract Payments to the owners of the Bonds, and the County consents to such assignment. The Authority hereby directs the County to make the Contract Payments directly to the Sinking Fund Custodian. In the event the County should fail to make any of the Contract Payments, the item or installment so in default shall continue as an obligation of the County until the amount in default shall have been fully paid, and the County agrees to pay the same with interest thereon at the rate borne by the Bonds, to the extent permitted by law, from the date thereof.

Section 5.3. Prepayment of Contract Payments.

The County may prepay the Contract Payments in whole or in part at any time and may elect to apply such prepayments to redeem Bonds in accordance with the provisions of the Resolution.

Section 5.4. Obligations of County Hereunder Absolute and Unconditional.

The obligations of the County to make the Contract Payments and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Bonds outstanding under the Resolution shall have been paid in full or provision for the payment thereof shall have been made in accordance with the Resolution, the County (a) will not suspend or discontinue any Contract Payments except to the extent the same can be and have been prepaid, (b) will perform and observe all of its other agreements contained in this Contract and (c) will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, failure of the County to complete the Projects, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Projects, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or

connected with this Contract or the Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained; and if the Authority should fail to perform any such agreement, the County may institute such action against the Authority as the County may deem necessary to compel performance as long as such action shall not do violence to or adversely affect the agreements on the part of the County contained in the preceding sentence and to make the Contract Payments.

Section 5.5. Tax Levy to Pay Contract Payments.

The County covenants that it will (a) exercise its power of taxation to the extent necessary to make the Contract Payments and (b) make available and use for such Contract Payments all taxes levied and collected for that purpose. The County further covenants and agrees that it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely make the Contract Payments.

ARTICLE VI.

SPECIAL COVENANTS OF COUNTY

Section 6.1. Operation of the Projects.

The County shall operate the Projects or shall cause the Project to be operated and shall pay all costs of operating the Projects or shall cause all costs of operating the Projects to be paid, including, without limitation, salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Projects, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating the Project in accordance with sound business practice.

Section 6.2. Insurance.

The County shall insure the Projects or shall cause the Projects to be insured in accordance with the customary insurance practices of agencies and governmental authorities operating similar facilities.

Section 6.3. Paying Agent, Bond Registrar and Custodians.

The County shall pay the Paying Agent, the Bond Registrar, the Project Fund Custodian and the Sinking Fund Custodian for their services under the Resolution.

Section 6.4. Indemnification.

To the extent permitted by law, the County hereby agrees to release the Authority from and to indemnify the Authority (and its members, officers and employees) for any and all liabilities and claims against the Authority arising from the County's, construction, equipping, ownership and operation of the Projects, including without limitation, (a) any condition of the Projects, (b) any act or negligence of the County or of any of its agents, contractors, servants, employees or licensees or (c) any act or negligence of any assignee or lessee of the County, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the County.

If any such claim is asserted, the Authority or any individual indemnified herein, as the case may be, will give prompt written notice to the County, and the County will promptly assume the defense thereof, including the employment of counsel and payment of all expenses of such defense, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Authority shall have the right to approve in writing all counsel engaged by the County to conduct such defense, which approval shall not be unreasonably withheld.

The Authority shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the County shall not be required to pay the fees and expenses of such separate counsel unless the separate counsel is employed with the approval of the County, or the Authority determines that it has defenses that are different from the County. The County shall not unreasonably withhold its approval of such separate counsel.

Notwithstanding anything in this Contract to the contrary, the provisions of this Section 6.4 shall survive the termination of this Contract.

ARTICLE VII.

SPECIAL COVENANTS OF AUTHORITY AND COUNTY

Section 7.1. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Contract.

Section 7.2. Tax Covenants.

The Authority and the County agree to do all things necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and not to do anything that would adversely affect such exclusion.

Section 7.3. Compliance with Resolution.

The Authority shall comply with all of its obligations under the Resolution.

Section 7.4. Disclosure Certificate.

The County shall comply with its obligations under the Disclosure Certificate; provided, however, a failure of the County to comply with its obligations under the Disclosure Certificate shall not constitute a default or an event of default and the only action that be taken hereunder is an action for specific performance.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.

The following shall be “events of default” under this Contract and the terms “event of default” or “default” shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the County to make the Contract Payments; or

(b) Failure by the County or the Authority to observe and perform any covenant, condition or agreement of this Contract on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the County or the Authority, as appropriate, by the non-defaulting party or the bondholders, unless the non-defaulting party and the bondholders shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the 30-day period, the non-defaulting party and the bondholders will not unreasonably withhold their consent to an extension of such time if it is possible to correct such failure and corrective action is instituted within the applicable period and diligently pursued until the default is corrected; or

(c) Any representation in this Contract shall be untrue.

(d) An “Event of Default” shall have occurred under the Resolution.

Section 8.2. Remedies on Default.

Whenever any event of default referred to in Section 8.1 hereof shall have happened and be existing, the non-defaulting party or the owner of any of the Bonds may take any action and pursue any remedy available under the Resolution and the laws of the State of Georgia, including, without limitation, bringing an action for specific performance.

Section 8.3. No Remedy Exclusive.

No remedy herein conferred is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the bondholders, and the bondholders shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 8.4. Agreement to Pay Attorneys' and Consultant's Fees and Expenses.

If an event of default shall occur hereunder and the non-defaulting party should employ attorneys or consultants or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the County or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the non-defaulting party or the bondholders the reasonable fee of such attorneys and consultants and such other reasonable expenses so incurred by the non-defaulting party and the bondholders.

Section 8.5. No Additional Waiver Implied by One Waiver.

If any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX.

MISCELLANEOUS

Section 9.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, sent by a reputable overnight delivery service or mailed by registered or certified mail, return receipt requested, postage prepaid.

Section 9.2. Binding Effect.

This Contract shall inure to the benefit of and shall be binding upon the Authority and the County.

Section 9.3. Severability.

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Third-Party Beneficiaries.

The owners of the Bonds secured by this Contract are third-party beneficiaries hereof.

Section 9.5. Amendments, Changes and Modifications.

This Contract may be amended, changed and modified without the consent of the owner of the Bonds to (a) cure any ambiguity or formal defect or omission in this Contract; (b) grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon bondholders by the County; (c) further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (d) conform to supplements to the Resolution; or (e) make any other amendments, changes and modifications that in the opinion of counsel are not materially adverse to the interest of the bondholders. Any other amendments, changes and modification in this Contract will become effective only with the consent of the owners of a majority in aggregate principal amount of the Bonds secured hereby. In no event, however, may any such amendments, changes and modifications permit (a) the reduction of Contract Payments required to be made to ensure the payment of the Bonds and the other obligations secured by the Resolution; or (b) the reduction of the percentage of the principal amount of the Bonds required for consent to any such amendment, change or modification.

Section 9.6. Execution Counterparts.

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

Section 9.7. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 9.8. Law Governing Construction of Contract.

This Contract shall be governed by, and construed in accordance with, the laws of the State.

IN WITNESS WHEREOF, the Authority and the County have caused this Contract to be executed in their respective corporate names by their duly authorized officers and their respective seals to be hereunto affixed, all as of the date first above written.

**FAYETTE COUNTY PUBLIC FACILITIES
AUTHORITY**

(Seal)

By: _____
Chairman

Attest:

Secretary

(Intergovernmental Contract)

FAYETTE COUNTY, GEORGIA

(Seal)

By: _____
Chairman

Attest:

Clerk

(Intergovernmental Contract)

EXHIBIT A

COMPLETION CERTIFICATE

[Project Fund Custodian]
[City, State]

Fayette County, Georgia
Fayetteville, Georgia

Re: Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024

To the Addressees:

The proceeds of the above-captioned bonds (the “Bonds”) were used to finance certain projects (the “Projects”) for the benefit of Fayette County, Georgia (the “County”). The Fayette County Public Facilities Authority and the County entered into an Intergovernmental Contract, dated as of February 1, 2024 (the “Contract”) relating to the Bonds. Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Contract.

The undersigned Authorized County Representative hereby certifies as follows:

1. The Projects have been completed.
2. Except for amounts retained by the County to pay any costs of the Projects not then due and payable, all costs of labor, services, materials and supplies have been paid.

The foregoing certifications have been made without prejudice to any rights against third parties which exist at the date of this certificate or which may subsequently come into being.

[Include the following only if there are excess moneys in the Project Fund]

You are hereby directed to transfer all moneys in the Project Fund to the Sinking Fund.

FAYETTE COUNTY, GEORGIA

By: _____
Authorized County Representative

BOND RESOLUTION

A RESOLUTION TO PROVIDE FOR THE ISSUANCE OF THE FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (FAYETTE COUNTY PROJECTS), SERIES 2024; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE OWNERS OF SAID BONDS; TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL CONTRACT; AND FOR OTHER PURPOSES

Adopted on

January 11, 2024

This document was prepared by:

Murray Barnes Finister LLP
3525 Piedmont Road NE
5 Piedmont Center, Suite 515
Atlanta, GA 30305
Telephone: (678) 999-0350

BOND RESOLUTION

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BOND RESOLUTION

A RESOLUTION TO PROVIDE FOR THE ISSUANCE OF THE FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (FAYETTE COUNTY PROJECTS), SERIES 2024; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE OWNERS OF SAID BONDS; TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL CONTRACT; AND FOR OTHER PURPOSES

WHEREAS, the Fayette County Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to an Act of the General Assembly of the State of Georgia entitled the “Fayette County Public Facilities Authority Act” (1978 Ga. L., p. 3377, *et seq.*, as amended) (the “Act”); and

WHEREAS, pursuant to the Act, the Authority has the power to (a) make contracts ... with respect to the use of “projects” (as defined in the Act), including contracts with Fayette County, Georgia (the “County”), (b) construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage projects and (c) issue revenue bonds pursuant to and in conformity with Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law” (the “Revenue Bond Law”), for the purpose of paying the costs of any project with the proceeds of revenue bonds issued by the Authority; and

WHEREAS, “project” is defined in the Act as the acquisition construction, equipping, maintenance and operation of buildings and the usual facilities, furnishings, equipment and real and personal property related thereto, and extensions and improvements of such buildings, equipment, facilities and property, the acquisition of the necessary property therefor, both real and personal and the lease and sale of any part of all of such buildings, facilities, furnishings and equipment, including real and personal property, so as to assure the efficient and proper development, maintenance and operation of such facilities and areas deemed by the Authority to be necessary, convenient or desirable and such term shall also be deemed to mean and include the acquisition, construction, equipping, maintenance, and operation of facilities constituting a storm-water management system; and

WHEREAS, the County is a political subdivision of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, Article IX, Section II, Paragraph III(a)(1) of the Georgia Constitution authorizes any county to exercise certain powers and provide certain services, including police protection; and

WHEREAS, paragraph 5 of Chapter 9 of Title 36 of the Official Code of Georgia Annotated provides that it is the duty of county governing authorities to erect or repair, when

necessary, their respective courthouses and jails and all other necessary county buildings and to furnish each with all the furniture necessary for the different rooms, offices, or cells; and

WHEREAS, the Revenue Bond Law authorizes the Authority and the County to issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any “undertaking,” which includes buildings to be used for amusement purposes and systems, plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of storm water, together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights in land, water rights, contract rights, franchises, approaches, dams, reservoirs, generating stations, sewage disposal plants, intercepting sewers, trunk connecting and other water and sewer mains, filtration works, pumping stations, and equipment; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to issue its Revenue Bonds (Fayette County Projects), Series 2024 (the “Bonds”) in the aggregate principal amount of \$[Par Amount] for the benefit of the County for the purpose of (a) financing the acquisition, construction and equipping of all or a portion of (i) a recreation multi-use facility, (ii) a backup E-911 Center, (iii) Justice Center renovations, and (iv) stormwater improvement projects (collectively, the “Projects”) and (b) paying the costs of issuing the Bonds; and

WHEREAS, the Authority and the County propose to enter into an Intergovernmental Contract, dated as of February 1, 2024 (the “Contract”), pursuant to which the Authority will agree to, among other things, issue the Bonds and the County will agree to, among other things, (a) construct the Projects, (b) pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bonds (the “Contract Payments”) and (c) levy an ad valorem property tax, unlimited as to rate or amount, on all property in the County subject to such tax in order to make such Contract Payments; and

WHEREAS, the Bonds will be secured by a first lien on the Contract, the Contract Payments and the moneys and investments on deposit in the funds created herein; and

WHEREAS, the Authority proposes to ratify the distribution of the Preliminary Official Statement, dated [POS Date], 2024 (the “Preliminary Official Statement”) relating to the Bonds and authorize the execution and distribution of an Official Statement, dated January 11, 2024 (the “Official Statement”) related to the Bonds; and

WHEREAS, the Authority, the County and Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), also propose to enter into a Bond Purchase

Agreement, dated January 11, 2024 (the “Bond Purchase Agreement”), pursuant to which the Underwriter will buy the Bonds from the Authority and resell them to the purchasers of the Bonds; and

WHEREAS, the Authority, the County and U.S. Bank Trust Company, National Association also propose to enter into a Custodial Agreement, dated as of February 1, 2024 (the “Custodial Agreement”); and

WHEREAS, the Authority, the County and U.S. Bank Trust Company, National Association also propose to enter into a Paying Agency Agreement, dated as of February 1, 2024 (the “Paying Agency Agreement”); and

WHEREAS, the Authority proposes to adopt a policy with respect to its debt to ensure post-issuance compliance with the provisions of the Internal Revenue Code of 1986, as amended and federal securities laws (the “Debt Policy”).

NOW, THEREFORE, BE IT RESOLVED by the FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY, and it is hereby resolved by authority of the same, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION; FINDINGS

Section 1. Definitions.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Contract. The following words and terms shall have the following meanings unless the context or use shall clearly indicate another or different meaning or intent:

“Act” means an Act of the General Assembly of the State of Georgia entitled the “Fayette County Public Facilities Authority Act” (1978 Ga. L., p. 3377, *et seq.*, as amended).

“Agent Member” means a member of, or participant in, the Securities Depository.

“Authority” means the Fayette County Public Facilities Authority, and its successors or assigns.

“Beneficial Owner” means the owners of a beneficial interest in the Bonds registered in Book-Entry Form.

“Bond Registrar” means the commercial bank appointed by the Authority to serve as bond registrar pursuant to the terms of this Resolution.

“Bonds” means the Authority’s Revenue Bonds (Fayette County Projects), Series 2024 authorized to be issued pursuant to this Resolution.

“Book-Entry Form” or **“Book-Entry System”** means, with respect to the Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the Bonds and bond service charges may be transferred only through book-entry and (b) physical Bonds in fully registered form are registered only in the name of a Securities Depository or a Securities Depository Nominee as holder, with physical Bonds in the custody of a Securities Depository or a Securities Depository Nominee.

“Contract” means the Intergovernmental Contract, dated as of February 1, 2024, between the Authority and the County, as amended from time to time.

“Contract Payments” means the amount sufficient to pay the principal of and interest on the Bonds and coming due on the next succeeding Interest Payment Date; provided, however, the County shall receive a credit against any Contract Payment to the extent moneys are on deposit in the Sinking Fund and not previously credited to the Contract Payments.

“County” means Fayette County, Georgia, and its successors or assigns.

“Funds” means the Sinking Fund and the Project Fund.

“Government Obligations” means (a) obligations of the United States and (b) obligations fully insured or guaranteed by the United States.

“Interest Payment Date” means each January 1 and July 1.

“Paying Agent” means the commercial bank appointed by the Authority to serve as paying agent in accordance with the terms of this Resolution.

“Projects” means the acquisition, construction and equipping of all or a portion of (i) a recreation multi-use facility, (ii) a backup E-911 Center, (iii) Justice Center renovations, and (iv) stormwater improvement projects.

“Project Fund” means the Fayette County Public Facilities Authority Project Fund created in Article IV, Section 2 of this Resolution.

“Project Fund Custodian” means the commercial bank appointed by the Authority to maintain the Project Fund in accordance with the terms of this Resolution.

“Record Date” means the 15th day of the month preceding each Interest Payment Date.

“Resolution” means this Resolution, as supplemented from time to time.

“Revenue Bond Law” means the Revenue Bond Law of the State of Georgia (O.C.G.A. Section 36-82-60 *et seq.*, as amended).

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Securities Depository Nominee” means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of The Depository Trust Company.

“Security” means the Contract, the Contract Payments and the moneys and investments on deposit in the Funds.

“Sinking Fund” means the Fayette County Public Facilities Authority Sinking Fund created in Article V, Section 1 of this Resolution.

“Sinking Fund Custodian” means the commercial bank appointed by the Authority to maintain the Sinking Fund in accordance with the terms of this Resolution.

“Sinking Fund Investments” means (a) Government Obligations and forward purchase agreements and repurchase agreements with respect thereto, (b) demand deposits or certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State of Georgia or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured and (c) the local government investment pool created by O.C.G.A. Section 36-83-8.

“Sinking Fund Year” means the period commencing on the 2nd day of July in each year and extending through the 1st day of July in the next year.

“State” means the State of Georgia.

“Unassigned Rights” means the Authority’s right to receive notices and to indemnification.

Section 2. Rules of Construction.

Whenever used in this Resolution, the singular shall include the plural and the plural shall include the singular, unless the context otherwise indicates. The terms “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Resolution and not solely to the particular portion hereof in which any such term is used. The titles preceding each Section hereof are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution. Reference herein to an Article number or to a Section number should be construed to be in reference to the designated Article number or Section number hereof unless the context or use clearly indicates another or different meaning or intent.

Section 3. Findings.

The issuance of the Bonds is hereby found and declared to be within the public purposes intended to be served by the Authority. The Projects are hereby found and declared to be “projects” and “self-liquidating” within the meaning of the Act.

ARTICLE II

AUTHORIZATION, FORM AND REGISTRATION OF BONDS

Section 1. Authorization.

Under the authority of the Revenue Bond Law and the Act, there is hereby authorized to be issued revenue bonds to be designated “Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024 in an aggregate principal amount of \$[Par Amount]. The proceeds of the Bonds will be used for the purpose of (a) financing the acquisition, construction and equipping of the Projects and (b) paying the costs of issuing the Bonds. The Bonds are limited obligations of the Authority and shall be payable solely from the Security.

Section 2. Terms of Bonds.

The Bonds shall be dated their date of issuance, shall be in the form of fully registered bonds without coupons, shall be in the denomination of \$5,000 or any integral multiple thereof, shall be transferable to subsequent owners as hereinafter provided, shall be numbered R-1 upward, shall bear interest (based on a 360-day year comprised of twelve 30-day months) from the Interest Payment Date next preceding their date of authentication to which interest has been paid (unless their date of authentication is an Interest Payment Date, in which case from such Interest Payment Date, unless their date of authentication is after a Record Date but before an Interest Payment date, in which case from the next Interest Payment Date, or unless their date of authentication is before the first Interest Payment Date, in which case from their date of original issuance) at the rates per annum set forth below. The interest on the Bonds shall be payable on January 1 and July 1 in each year, commencing July 1, 2024 (each such date an “Interest Payment Date”), and the principal shall mature on July 1 in the years and amounts set forth below.

Series 2024 Bonds

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

The Bonds shall initially be issued in Book-Entry Form. As long as the Bonds are held in Book-Entry Form, both the principal of and the interest on the Bonds shall be payable in accordance with the rules of the Securities Depository.

If the Bonds are no longer held in Book-Entry Form, the principal of the Bonds shall be payable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. If the Bonds are no longer held in Book-Entry Form, payments of interest on the Bonds shall be made by check or draft payable to the registered owner as shown on the bond registration book kept by the Bond Registrar at the close of business on each Record Date, and such payments of interest shall be mailed by first class mail to the registered owner at the address shown on the bond registration book. Notwithstanding the foregoing, interest on the Bonds shall be paid to any registered owner of more than \$1,000,000 in aggregate principal amount of the Bonds by wire transfer to such registered owner if written instructions are given to the Paying Agent prior to the Record Date, and interest shall continue to be so paid until such wire instructions are revoked in writing. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America.

Section 3. Execution.

The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the Chairman or Vice Chairman and attested by the manual or facsimile signature of the Secretary or the Assistant Secretary of the Authority. The official seal of the Authority shall be impressed or imprinted thereon. The Bonds shall be authenticated by the manual signature of a duly authorized signatory of the Bond Registrar. The validation certificate to be attached to or printed on the Bonds shall be executed by the manual or facsimile signature of the Clerk of the Superior Court of Fayette County, and the official seal of such Court shall be impressed or imprinted thereon. In case any official whose signature shall appear on the Bonds shall cease to be such officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 4. Form of Bonds.

The Bonds, the certificate of authentication and registration, form of assignment and the certificate of validation to be endorsed upon the Bonds, shall be in substantially the following forms, with such variations, omissions and insertions as are required or permitted by this Resolution:

[FORM OF BOND]

No. R-_____

\$ _____

UNITED STATES OF AMERICA
STATE OF GEORGIA
FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY
REVENUE BOND (FAYETTE COUNTY PROJECTS),
SERIES 2024

BOND DATE: MATURITY DATE: INTEREST RATE: CUSIP:

February __, 2024

July 1, 20[___]

FOR VALUE RECEIVED, the Fayette County Public Facilities Authority (the “Authority”), a body corporate and politic created pursuant to an Act of the General Assembly of the State of Georgia entitled the “Fayette County Public Facilities Authority Act” (1978 Ga. L., p. 3377, *et seq.*, as amended) (the “Act”), hereby promises to pay solely from the special fund provided therefor, as hereinafter set forth, to Cede & Co., as nominee of The Depository Trust Company (“DTC”), or registered assigns, the principal sum shown above on the date specified above, unless redeemed prior thereto as hereinafter provided, and interest on the principal amount hereof at the rate per annum set forth above (computed on the basis of a 360-day year comprised of twelve 30-day months) from the Interest Payment Date (hereinafter defined) next preceding the date of authentication hereof to which interest has been paid (unless the date of authentication hereof is an Interest Payment Date, in which case from such Interest Payment Date, unless the date of authentication hereof is after a Record Date (hereinafter defined) but before an Interest Payment Date, in which case from the next Interest Payment Date or unless the date of authentication is before the first Interest Payment Date, in which case from the date of original issuance) until payment of the principal amount hereof. The interest on this bond shall be paid on January 1 and July 1 in each year (each an “Interest Payment Date”), commencing July 1, 2024, to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a “Record Date”). This bond shall initially be issued in book-entry form (“Book-Entry Form”).

As long as this bond is held in Book-Entry Form, both principal of and interest on this bond shall be payable in accordance with the rules of DTC or its successor depository (the “Securities Depository”). If this bond is no longer held in Book-Entry Form, the principal of and interest on this bond shall be paid in accordance with the Resolution (hereinafter defined).

This bond is one of a duly authorized issue of Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024 in the aggregate principal amount of \$[Par Amount], of like tenor, except as to designation, bond dates, numbers, denominations, interest rates and dates of maturity (the “Bonds”). The Bonds are being issued for the purpose of (a) financing the acquisition, construction and equipping of all or a portion of (i) a recreation multi-use facility, (ii) a backup E-911 Center, (iii) Justice Center renovations, and (iv) stormwater

improvement projects (collectively, the “Projects”) and (b) paying the costs of issuing the Bonds. The Bonds are being issued under authority of the Constitution and laws of the State of Georgia, including the Act and the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended) and were duly authorized by a resolution of the Authority adopted on January 11, 2024 (the “Resolution”). The Bonds are secured by a first lien on the Intergovernmental Contract, dated as of February 1, 2024 (the “Contract”), between the Authority and Fayette County, Georgia (the “County”), the County’s payment obligations (the “Contract Payments”) thereunder and the moneys and securities on deposit in the funds created in the Resolution (collectively, the “Security”). Reference to the Resolution is hereby made for a complete description of the fund charged with, and pledged to, the payment of the principal of and the interest on the Bonds, the nature and extent of the security therefor, a statement of rights, duties and obligations of the Authority and the rights of the owners of the Bonds, to all the provisions of which the owner hereof, by the acceptance of this bond, assents. All capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until this bond shall have been authenticated and registered upon the bond registration book of the Authority kept for that purpose by the Bond Registrar, which authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized officer of the Bond Registrar of the certificate hereon.

The Bonds are being issued by means of a Book-Entry System. Actual Bonds are not available for distribution to bondholders (the “Beneficial Owners”), except under the limited circumstances set forth in the Resolution. The principal of and interest on the Bonds are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal of and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal of and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The Authority and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. As long as the Bonds are held in Book-Entry Form, the Authority, the County and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Bonds for all purposes whatsoever, including without limitation: (a) the payment of principal of and interest on such Bonds; (b) giving notices of redemption and other matters with respect to such Bonds; (c) registering transfers with respect to such Bonds; (d) the selection of Bonds for redemption; and (e) voting and obtaining consents under the Resolution..

The Bond Registrar shall keep the bond registration book for the registration of the Bonds and for the registration of transfers of the Bonds. As long as the Bonds are held in Book-Entry Form, registrations of transfers and exchanges shall be made in accordance with the rules of the Securities Depository. If the Bonds are no longer held in Book-Entry Form, registrations of transfers and exchanges shall be made in accordance with the Resolution.

The Authority and the County have entered into the Contract. Pursuant to the Contract, the County has obligated itself to make Contract Payments to the Authority in amounts sufficient

to enable the Authority to pay the principal of and interest on the Bonds as same become due and payable. The Contract provides that the obligation of the County to pay the Contract Payments is absolute and unconditional. The County is required to levy a tax on all taxable property located within the boundaries of the County, unlimited as to rate or amount, as may be necessary to produce funds sufficient to enable it to make the Contract Payments. Such Contract Payments are to be paid by the County directly to the Sinking Fund Custodian designated in the Resolution for the account of the Authority and deposited into the special fund created in the Resolution and designated "Fayette County Public Facilities Authority Sinking Fund."

This bond is a limited obligation of the Authority payable solely from the Security. This bond shall not be deemed to constitute a debt or moral obligation of the State of Georgia or the County. No holder of this bond shall ever have the right to compel the exercise of the taxing power of the State of Georgia or the County to pay this bond or the interest hereon, nor to enforce payment hereof against any property of the State of Georgia or the County. However, the County has pledged its taxing power to the payment of the Contract Payments as described above.

The Bonds are not subject to redemption prior to maturity.

To the extent and in the manner permitted by the Resolution, modifications, alterations, amendments, additions and revisions of the provisions of the Resolution, the Bonds and the Contract may be made by the Authority without the consent of the owners of the Bonds in certain circumstances and with the consent of the owners of a majority of the principal amount of the Bonds outstanding in other circumstances.

This bond is issued with the intent that the laws of the State of Georgia shall govern its construction. In case of default, the owner of this bond shall be entitled to the remedies provided by the Resolution and the Revenue Bond Law and the Act.

It is hereby recited and certified that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been done, have happened and have been performed in due and legal form as required by law, and that provision has been made for the allocation from the anticipated revenues of the Authority of amounts sufficient to pay the principal of and the interest on this bond as the same become due.

IN WITNESS WHEREOF, the Authority has caused this bond to be executed by the manual signature of its Chairman and its official seal to be impressed hereon and attested by the manual signature of its Secretary, as of the ____ day of February, 2024.

FAYETTE COUNTY PUBLIC FACILITIES
AUTHORITY

(SEAL)

By: _____
Chairman

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This bond is one of the Revenue Bonds described in the resolution of the Fayette County Public Facilities Authority adopted on January 11, 2024.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Bond Registrar

By: _____
Authorized Signatory

Date of Authentication and Registration: February __, 2024

VALIDATION CERTIFICATE

STATE OF GEORGIA)
)
 COUNTY OF FAYETTE)

The undersigned Clerk of the Superior Court of Fayette County, State of Georgia, HEREBY CERTIFIES that this bond was validated and confirmed by judgment of the Superior Court of Fayette County, Georgia, on _____, 2024 (Civil Action File No. _____), and that no intervention or objection was filed in the proceedings validating same and that no appeal from said judgment of validation has been taken.

WITNESS my signature and seal of the Superior Court of Fayette County, Georgia.

Clerk, Superior Court of Fayette County

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(please print or typewrite name and address including postal zip code of assignee) the within bond and all rights thereunder, hereby constituting and appointing _____ attorney to transfer this bond on the bond registration books kept for such purpose by the Bond Registrar, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed

Notice: the signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

(END OF BOND FORM)

Section 5. Required Authentication; Proof of Ownership.

Only those Bonds which shall have endorsed thereon a certificate of authentication and registration substantially in the form hereinbefore set forth, duly executed by the manual signature of an authorized officer of the Bond Registrar shall be entitled to any benefit or security under this Resolution and such certificate upon any of such Bonds when duly executed shall be conclusive evidence that such Bond has been duly authenticated, registered and delivered. It shall not be necessary that the same authorized signatory of the Bond Registrar sign the certificate of authentication and registration on all of the Bonds that may be issued hereunder at any one time. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the payment of the principal of and interest on the Bonds shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sums so paid.

Section 6. Bond Registrar; Transfer and Exchange.

The Bond Registrar shall keep the bond registration book of the Authority for the registration of the Bonds and for the registration of transfers of the Bonds as herein provided. As long as the Bonds are held in Book-Entry Form, registrations of transfers and exchanges shall be made in accordance with the rules of the Securities Depository.

If the Bonds are no longer held in Book-Entry Form, the transfer of any Bond shall be registered upon the registration book upon the surrender and presentation of the Bond to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or attorney duly authorized in writing in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond or Bonds so surrendered, a new Bond or Bonds registered in the name of the transferee, of any denomination or denominations authorized by this Resolution, and in an aggregate principal amount or maturity amount equal to the aggregate principal amount or maturity amounts of the Bonds so surrendered and of the same maturity. If the Bonds are no longer held in Book-Entry Form, any Bond, upon presentation and surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or duly authorized attorney, in such form as may be satisfactory to the Bond Registrar, may be exchanged, at the option of the registered owner, for an aggregate principal amount of Bonds of the same type and maturity equal to the principal amount of the Bond so surrendered and of any authorized denomination or denominations. The Bond Registrar may make a charge for every exchange or registration of transfer of the Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to the owner for the privilege of exchanging or registering the transfer of Bonds under this Resolution.

Section 7. Lost, Destroyed, Mutilated Bonds.

If any of the Bonds shall become mutilated, the Bond Registrar in its discretion and at the expense of the owner of such Bond shall authenticate and deliver a new Bond of like tenor registered in the name of the owner in exchange and substitution for such mutilated bond. If any

bond shall become lost, destroyed or wrongfully taken, evidence of such loss, destruction or wrongful taking within a reasonable time thereafter may be submitted to the Authority and if such evidence shall be satisfactory and indemnity of a character and in an amount satisfactory to the Authority shall be given, then the Authority shall at the expense of the owner cause a new Bond of like tenor registered in the name of the owner to be authenticated by the Bond Registrar and delivered to the registered owner.

Section 8. Blank Bonds; Cancellation.

The Authority shall make all necessary and proper provisions for the transfer and exchange of the Bonds by the Bond Registrar, and the Authority shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Bonds duly executed on behalf of the Authority, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Fayette County, as herein provided in order that the Bond Registrar shall at all times be able to register and authenticate the Bonds at the earliest practicable time in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchange or registration of transfer shall be forthwith canceled by the Bond Registrar and a record thereof duly entered in the permanent records pertaining to the Bonds maintained by the Bond Registrar.

Section 9. No Preference or Priority.

All the Bonds herein authorized to be issued are of equal rank and dignity without preference, priority or distinction as to lien or otherwise on the Security.

Section 10. Certifications.

The Chairman and Secretary of the Authority are hereby authorized and directed to execute, for and on behalf of the Authority, a certification, based upon facts, estimates and circumstances, as to the reasonable expectations regarding the amount, expenditure and use of the proceeds of the Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Bonds.

Section 11. Global Form; Securities Depository; Ownership of Bonds.

(a) Upon the initial issuance, the ownership of each Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, each maturity of the Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (c) of this Section 11, the Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Authority and the County or to a nominee of such successor Securities Depository.

(b) With respect to Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the Authority, the County, the Paying Agent and the Bond

Registrar shall have no responsibility or obligation to any Agent Member or Beneficial Owner. Without limiting the foregoing, neither the Authority, the County, the Paying Agent, the Bond Registrar nor their respective affiliates shall have any responsibility or obligation with respect to:

- (i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Agent Member with respect to any beneficial ownership interest in the Bonds;
- (ii) the delivery to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Bonds; or
- (iii) the payment to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Bonds.

So long as any Bonds are registered in Book-Entry Form, the Authority, the County and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Bonds for all purposes whatsoever, including without limitation:

- (i) the payment of principal of, premium, if any, and interest on the Bonds;
- (ii) giving notices of redemption and other matters with respect to such Bonds;
- (iii) registering transfers with respect to such Bonds;
- (iv) the selection of Bonds for redemption; and
- (v) voting and obtaining consents under the Resolution.

So long as any Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal of and interest on the Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the bond register, and all such payments shall be valid and effective to fully discharge the Authority's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent so paid.

(c) If at any time (i) the Authority determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies the Authority that it is unwilling or unable to continue as Securities Depository with respect to the Bonds, or (iii) the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the Authority within 90 days after the Authority receives notice or becomes aware of such condition, as the case may be, then this Section 10 shall no longer be applicable and the Authority shall execute and the Bond Registrar shall authenticate and deliver bonds representing the Bonds to the owners of the Bonds. Bonds issued pursuant to this subsection (c) shall be registered in such names and authorized denominations as the Securities Depository,

pursuant to instructions from the Agent Member or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Bonds to the persons in whose names such Bonds are so registered on the business day immediately preceding the date of such exchange.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 1. Redemption.

The Bonds are not subject to redemption prior to their maturity.

Section 2. Reserved.

Section 3. Reserved.

Section 4. Purchase in Open Market.

Nothing herein contained shall be construed to limit the right of the Authority to purchase the Bonds in the open market. Any such Bonds so purchased cannot be reissued and shall be canceled.

ARTICLE IV

**CUSTODY AND APPLICATION OF PROCEEDS;
PROJECT FUND**

Section 1. Application of Bond Proceeds.

The net proceeds (*i.e.*, any amounts received by the Authority net of the Underwriter's discount) of the Bonds shall be applied as follows: \$[] shall be wired to the Project Fund Custodian for deposit in the Project Fund to pay (a) the costs of the Projects and (b) the costs of issuing the Bonds.

Notwithstanding the foregoing, the Authority may provide for a different application of funds in the Closing Memorandum prepared by the Underwriter if necessary.

Section 2. Project Fund.

(a) A special trust fund is hereby created and designated as the "Fayette County Public Facilities Authority Project Fund." The Project Fund shall be kept as a trust fund with the Project Fund Custodian separate from other deposits of the Authority.

(b) All payments from the Project Fund shall be made by wire transfer or checks signed by the Project Fund Custodian or a duly authorized officer of the County (an "Authorized County Representative"). Before any such payments shall be made for the payment of the costs of the Projects or the costs of issuing the Bonds, there shall be filed with the Project Fund Custodian:

(i) A requisition for such payment stating each amount to be paid, and the name of the person, firm or corporation to whom payment thereof is due; and

(ii) A certificate signed by such Authorized County Representative, attached to the requisition and certifying that (A) an obligation in the stated amount has been incurred by the County, (B) the same is a proper charge against the Project Fund and has not been paid or the subject of another requisition and (C) the bill or statement of account for such obligation is attached to the certificate or on file with the County.

All requisitions and certificates required by this Section shall be retained either by the Project Fund Custodian or by the County, subject at all times to inspection by any officer of the Authority or any owner of the Bonds.

The Project Fund Custodian shall, without any further authorization, withdraw money from the Project Fund at the times and in the amounts needed to pay capitalized interest on the Bonds (if any). The Project Fund Custodian shall, without any further authorization, transfer such moneys to the Paying Agent.

(c) After all costs of the Projects and the costs of issuing the Bonds have been paid the County shall so notify the Project Fund Custodian in writing and, upon such notice, all

moneys in the Project Fund shall be credited to the Sinking Fund and used to pay debt service on the Bonds.

Section 3. Investment of Project Fund Moneys.

Any moneys held in the Project Fund shall be invested or reinvested at the written direction of the County in any investments authorized by the laws of the State.

ARTICLE V

SINKING FUND; PLEDGE OF SECURITY; DEFEASANCE

Section 1. Sinking Fund.

There is hereby created a special trust fund designated as the “Fayette County Public Facilities Authority Sinking Fund.” The Sinking Fund shall be kept as a trust fund with the Sinking Fund Custodian separate from other deposits of the Authority. All Contract Payments shall be deposited into the Sinking Fund for the purpose of paying the principal of and interest on the Bonds as the same become due and payable, and the Authority shall instruct the County to make all Contract Payments directly to the Sinking Fund Custodian.

Section 2. Pledge of Security.

Except for the Unassigned Rights, the Security is hereby pledged to the payment of the principal of and the interest on the Bonds and all amounts owing under this Resolution. The Security shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act. The lien of this pledge shall be valid and binding against the Authority and against all parties having claims of any kind against the Authority, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice hereof.

Section 3. No Liens.

No other obligations of any kind or nature will hereafter be issued which are payable from or enjoy a lien on the Security.

Section 4. Defeasance.

When the Sinking Fund Custodian, the Paying Agent or an escrow agent has sufficient moneys or Government Obligations, which, without any reinvestment thereof, will (based upon a verification report of an independent certified public accountant or firm thereof) provide for the payment of all or a portion of the Bonds and the interest due or to become due thereon, such Bonds shall be deemed to be paid. The owners of such Bonds shall no longer be entitled to the benefits of the security afforded by this Resolution, and such Bonds shall, except for the purposes of registration, exchange and transfer, no longer be deemed outstanding hereunder.

Section 5. Sinking Fund Investments.

Moneys on deposit in the Sinking Fund shall be invested or reinvested at the written direction of the County only in Sinking Fund Investments.

ARTICLE VI

DEPOSITORIES OF MONEYS AND SECURITY FOR DEPOSITS; SUCCESSOR CUSTODIAN, PAYING AGENT AND BOND REGISTRAR

Section 1. Depository; Sinking Fund Custodian; Security for Deposits.

(a) All moneys received by the Authority under the terms hereof shall, subject to the giving of security as hereinafter provided, be deposited with the Project Fund Custodian or with the Sinking Fund Custodian in the name of the Authority. All moneys deposited under the provisions hereof and not invested in securities shall be deposited in banks insured by the Federal Deposit Insurance Corporation, or any successor thereto, and such moneys shall be applied in accordance with the terms and for the purposes set forth in this Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the Authority.

(b) All moneys on deposit with the Project Fund Custodian or the Sinking Fund Custodian shall be secured by (i) the State of Georgia Secure Deposits Program, or any successor thereto or (ii)(A) the Federal Deposit Insurance Corporation, or any successor thereto or (B) a pledge of obligations (1) authorized by O.C.G.A Section 50-17-59 or (2) issued or guaranteed by the United States of America in an amount of such deposit not insured by the Federal Deposit Insurance Corporation, or any successor thereto..

(c) In the event the Sinking Fund Custodian and the Paying Agent for all Bonds then outstanding is the same bank acting in both capacities, then said Sinking Fund Custodian shall, without any further direction on the part of or any further authorization from the Authority, use and disburse the moneys in said Sinking Fund as provided in this Resolution; except that, if, as provided under Article III of this Resolution, it redeems or buys any Bonds with moneys in the Sinking Fund, then proper written authorization and direction from the Authority shall be furnished for such use and disbursement.

Section 2. Successor Custodians and Depositories.

The Authority may, from time to time, designate a successor Sinking Fund Custodian and Project Fund Custodian provided said custodians comply with all of the provisions of this Article and the applicable provisions of this Resolution.

Section 3. Successor Paying Agent and Bond Registrar.

The Authority may, from time to time, designate a successor Paying Agent and Bond Registrar provided said Paying and Bond Registrar complies with all of the applicable provisions of this Resolution.

ARTICLE VII

PARTICULAR COVENANTS

Section 1. Payment.

The Authority shall promptly pay the principal of and interest on the Bonds issued hereunder and secured hereby at the place, on the dates and in the manner herein and in the Bonds specified.

Section 2. Separate Accounts.

The Authority will keep the Funds separate from all other funds and accounts of the Authority. The Authority will keep accurate records and accounts of the Funds. Such records and accounts shall be open to the inspection of the County, the owners of the Bonds and their duly authorized representatives at all reasonable times.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 1. Events of Default.

Each of the following events is hereby declared an “event of default,” that is to say, if: (a) payment of the principal of the Bonds shall not be made when the same shall become due and payable; or (b) payment of any installment of interest shall not be made when the same becomes due and payable; or (c) an “event of default” shall have occurred under the Contract; or (d) the Authority shall make a default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Resolution on the part of the Authority to be performed, and such default shall continue for 30 days after written notice, specifying such default and requiring same to be remedied, shall have been given to the Authority by any bondholder; provided, however, if the default stated in the notice cannot be corrected within such 30-day period, it shall not be a default hereunder if the Authority shall institute corrective action and diligently pursue it until the default is cured.

Section 2. Remedies.

Upon the happening and continuance of any event of default, as provided in Section 1 of this Article, then and in every such case any bondholder may proceed, subject to the provisions of Section 4 of this Article, to protect and enforce the rights of the bondholders hereunder by a suit, action or special proceedings in equity, or at law, for the special performance of any covenant or agreement contained herein or in aid or execution of any power herein granted, or contained in the Contract or granted in the Contract, or for the enforcement of any proper legal or equitable remedy as such bondholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

Section 3. Restoration.

In case any proceeding taken by any bondholder on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such bondholder, then and in every such case the Authority and the bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the bondholders shall continue as though no such proceedings had been taken.

Section 4. Equal Benefit.

No one, or more, owners of the Bonds secured hereby shall have any right in any manner whatever by his or their action to affect, disturb, or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Bonds.

Section 5. Non-Exclusivity of Remedies.

No remedy herein conferred upon the bondholders is intended to be exclusive of any other remedy, or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute.

Section 6. No Waiver.

No delay or omission of any bondholder to exercise any right or power accruing upon any default occurring and continuing as aforesaid, shall impair any such default or be construed as an acquiescence therein and every power and remedy given by this Article to be owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IX

SUPPLEMENTAL PROCEEDINGS

Section 1. Adoption of Supplemental Proceedings.

The Authority may, with the consent of the owners of the Bonds as provided in Section 3 below, adopt such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution or in the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of the owners of all the Bonds: (a) the extension of the maturity of any Bond issued hereunder; (b) the reduction in the principal amount of any Bond or the alteration of the rate or rates of interest thereon or any other modification of the terms of payment of such principal or interest; (c) the reduction of the percentage of the principal amount of Bonds required for consent to such supplemental resolution; or (d) the creation of any lien on the Security prior to or superior to the lien created as the security for the payment of the Bonds.

The Authority may, without the consent of the owners of the Bonds, adopt such resolution or resolutions supplemental hereto as shall be necessary or desirable to (a) cure any ambiguity or formal defect or omission in this Resolution or in any supplemental proceedings; (b) grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders by the Authority; (c) further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (d) modify, amend or supplement this Resolution or any proceedings supplemental hereto in such manner as to permit the qualification of this Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect; (e) make any modification or amendment of this Resolution required in order to make the Bonds eligible for acceptance by the Securities Depository; (f) make any modification or amendment of this Resolution required in order to preserve the tax-exempt status of the Bonds; or (g) make any other changes that in the opinion of counsel are not materially adverse to the interests of the bondholders.

Section 2. Notice.

After any supplemental resolution requiring the consent of the bondholders shall have been adopted, the Authority shall cause a notice of the adoption of such resolution to be mailed, postage prepaid, to all registered owners of Bonds appearing on the bond registration book kept by the Bond Registrar.

Section 3. Required Approval.

No supplemental resolution requiring the consent of the bondholders shall become effective unless the owners of at least a majority of the principal amount of Bonds outstanding shall have filed with the Authority within three months after the date of adoption of such supplemental resolution properly executed instruments approving the adoption of such supplemental resolution, each such instrument to be accompanied by proof of ownership of the

Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 6 of this Article.

Section 4. Legal Action.

(a) Any action or proceeding in any court objecting to such supplemental resolution or to any of the terms and provisions therein contained or the operation thereof, or in any manner questioning the propriety of the adoption thereof or the execution by any bondholder of any instrument purporting to approve the adoption of such supplemental resolution, or to enjoin or restrain the Authority from taking any action pursuant to the provisions thereof, must be commenced within 30 days after the Authority shall have determined that the adoption of such supplemental resolution has been duly approved.

(b) Upon the expiration of such 30-day period, or, if any such action or proceedings shall be commenced, upon any judgment or decree sustaining such supplemental resolution becoming final, this Resolution and any supplemental resolutions shall be, and be deemed to be, modified and amended in accordance with such supplemental resolution, and the respective rights, duties and obligations under this Resolution and any supplemental resolution and all owners of outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject, in all respects, to such modifications and amendments.

Section 5. Incorporation.

Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Resolution and all conditions of this Resolution for any and all purposes and shall be effective as to all owners of Bonds then outstanding and no notation or legend of such modifications and amendments shall be required to be made thereon.

Section 6. Proof of Ownership.

Any request, waiver, direction, consent or other instrument required by this Resolution to be signed or executed by bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, or of the written appointment such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Authority with regard to any action taken under such instrument:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the ownership of the Bonds shall be determined and proved by reference to the bond registration book kept by the Bond Registrar for such issue of Bonds and the

Authority may conclusively assume that such ownership continues until written notice to the contrary is served upon the Authority.

Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Authority in pursuance of such request or consent.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. Severability.

In case any one or more of the provisions of this Resolution, or the Bonds issued hereunder, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 2. Resolution Constitutes a Contract.

The provisions of this Resolution shall constitute a contract by and between the Authority, the County and the owners of the Bonds authorized to be issued hereunder, and after the issuance of the Bonds, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds, nor shall the Authority pass any proceedings in any way adversely affecting the rights of such owners or issuers, so long as any of the Bonds authorized by this Resolution, or the interest thereon, shall remain unpaid; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto to the extent and in the manner as provided in Article IX hereof.

Section 3. Validation.

The Bonds shall be validated in the manner provided by law, and to that end notice of the adoption of this Resolution and a copy thereof shall be served upon the District Attorney, in order that proceedings for the above purpose be instituted in the Superior Court of Fayette County. The execution and filing of an answer are hereby authorized. The verification of the answer shall be executed by the Chairman or Vice Chairman of the Authority.

Section 4. Repealer.

Any and all resolutions or parts of resolutions in conflict with this Resolution be and the same are hereby repealed, and this Resolution shall be in full force and effect from and after its adoption.

Section 5. Contract.

The execution, delivery and performance of the Contract are hereby authorized. The Contract shall be executed by the Chairman or Vice Chairman of the Authority, and Secretary or Assistant Secretary may attest the same and the seal of the Authority may be impressed on the Contract. The Contract shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions or omissions as may be approved by the person executing the same, and the execution of the Contract shall be conclusive evidence of any such approval. The Contract is by this reference incorporated herein and spread upon the minutes.

Section 6. Authorization of Official Statements.

The distribution of the Preliminary Official Statement is hereby ratified and approved. The execution and delivery of a “Rule 15c2-12 Certificate” of the Authority “deeming final” the Preliminary Official Statement within the meaning of the Rule is hereby ratified and approved. The execution and distribution of the Official Statement is hereby authorized. The Official Statement shall be executed by the Chairman or Vice-Chairman of the Authority. The Official Statement shall be in substantially the same form as the Preliminary Official Statement presented at this meeting, subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Official Statement shall be conclusive evidence of any such approval.

Section 7. Authorization of Bond Purchase Agreement.

The execution, delivery and performance of the Bond Purchase Agreement are hereby authorized. The Bond Purchase Agreement shall be executed by the Chairman or Vice Chairman of the Authority, and Secretary or Assistant Secretary may attest the same and the seal of the Authority may be impressed on the Bond Purchase Agreement. The Bond Purchase Agreement shall be in substantially the form presented at this meeting, subject to such changes, insertions or omissions as may be approved by the person executing the same, and the execution of the Bond Purchase Agreement Statement shall be conclusive evidence of any such approval. The Bond Purchase Agreement is by this reference incorporated herein and spread upon the minutes.

Section 8. Authorization of Custodial Agreement.

The execution, delivery and performance of the Custodial Agreement are hereby authorized. The Custodial Agreement shall be executed by the Chairman or Vice Chairman of the Authority, and Secretary or Assistant Secretary may attest the same and the seal of the Authority may be impressed on the Custodial Agreement. The Custodial Agreement shall be in substantially the form presented at this meeting, subject to such changes, insertions or omissions as may be approved by the person executing the same, and the execution of the Custodial Agreement shall be conclusive evidence of any such approval. The Custodial Agreement is by this reference incorporated herein and spread upon the minutes.

Section 9. Authorization of Paying Agency Agreement.

The execution, delivery and performance of the Paying Agency Agreement are hereby authorized. The Paying Agency Agreement shall be executed by the Chairman or Vice Chairman of the Authority, and Secretary or Assistant Secretary may attest the same and the seal of the Authority may be impressed on the Paying Agency Agreement. The Paying Agency Agreement shall be in substantially the form presented at this meeting, subject to such changes, insertions or omissions as may be approved by the person executing the same, and the execution of the Paying Agency Agreement shall be conclusive evidence of any such approval. The Paying Agency Agreement is by this reference incorporated herein and spread upon the minutes.

Section 10. General Authority; Ratification.

The officers, employees and agents of the Authority are hereby authorized, empowered and directed to do all such acts and things, including, but not limited to making covenants on behalf of the Authority, and to execute all such documents and certificates as may be necessary to carry out the transactions contemplated by this Resolution. All actions heretofore taken and all documents heretofore executed in connection with the transactions contemplated by this Resolution are hereby ratified and approved. If the Chairman or the Secretary is unable or unwilling to carry out the transactions contemplated by the terms of this Resolution or to execute any documents authorized herein, including but not limited to the Bonds, the Vice Chairman and Assistant Secretary are hereby authorized to act/sign on behalf of the Chairman and Secretary, respectively.

Section 11. Appointment of Paying Agent, Bond Registrar and Custodians.

U.S. Bank Trust Company, National Association, is hereby designated as the Paying Agent and the Bond Registrar, the Project Fund Custodian and the Sinking Fund Custodian.

Section 12. Payments Due on Holidays,

In any case where the date of payment of the principal of or interest on the Bonds shall be a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of such principal or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of stated maturity, and no interest shall accrue for the period after such date.

Section 13. Waiver of Bond Audit.

The Authority hereby waives the audit referred to in O.C.G.A. Section 36-82-100.

Section 14. Debt Policy

The Debt Policy presented at this meeting is hereby approved.

Adopted and approved on January 11, 2024.

FAYETTE COUNTY PUBLIC FACILITIES
AUTHORITY

(SEAL)

By: _____
Chairman

Attest:

Secretary

EXHIBIT A

FORM OF CONTRACT

SECRETARY'S CERTIFICATE

GEORGIA, FAYETTE COUNTY.

The undersigned Secretary of the Fayette County Public Facilities Authority (the "Authority") DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Authority at a meeting duly called and lawfully assembled on January 11, 2024, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution has been duly recorded in the Minute Book of the Authority, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the Authority, this 11th day of January, 2024.

Secretary

(SEAL)

INTERGOVERNMENTAL CONTRACT

between

FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY

and

FAYETTE COUNTY, GEORGIA

Dated as of February 1, 2024

This document was prepared by:
Murray Barnes Finister LLP
Building 5, Suite 515
3525 Piedmont Road NE
Atlanta, GA 30305
(678) 999-0350

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Exhibit A- Form of Completion Certificate

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT is entered into as of February 1, 2024 (this “Contract”), by and between the FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY (the “Authority”), a body corporate and politic of the State of Georgia, and the FAYETTE COUNTY, GEORGIA (the “County”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to an Act of the General Assembly of the State of Georgia entitled the “Fayette County Public Facilities Authority Act” (1978 Ga. L., p. 3377, *et seq.*, as amended) (the “Act”); and

WHEREAS, pursuant to the Act, the Authority has the power to (a) make contracts ... with respect to the use of “projects” (as defined in the Act), including contracts with Fayette County, Georgia (the “County”), (b) construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage projects and (c) issue revenue bonds pursuant to and in conformity with Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law” (the “Revenue Bond Law”), for the purpose of paying the costs of any project with the proceeds of revenue bonds issued by the Authority; and

WHEREAS, “project” is defined in the Act as the acquisition construction, equipping, maintenance and operation of buildings and the usual facilities, furnishings, equipment and real and personal property related thereto, and extensions and improvements of such buildings, equipment, facilities and property, the acquisition of the necessary property therefor, both real and personal and the lease and sale of any part of all of such buildings, facilities, furnishings and equipment, including real and personal property, so as to assure the efficient and proper development, maintenance and operation of such facilities and areas deemed by the Authority to be necessary, convenient or desirable and such term shall also be deemed to mean and include the acquisition, construction, equipping, maintenance, and operation of facilities constituting a storm-water management system; and

WHEREAS, Article IX, Section II, Paragraph III(a)(1) of the Georgia Constitution authorizes any county to exercise certain powers and provide certain services, including police protection; and

WHEREAS, paragraph 5 of Chapter 9 of Title 36 of the Official Code of Georgia Annotated provides that it is the duty of county governing authorities to erect or repair, when necessary, their respective courthouses and jails and all other necessary county buildings and to furnish each with all the furniture necessary for the different rooms, offices, or cells; and

WHEREAS, the Revenue Bond Law authorizes the Authority and the County to issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction,

reconstruction, improvement, betterment, or extension of any “undertaking,” which includes buildings to be used for amusement purposes and systems, plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of storm water, together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights in land, water rights, contract rights, franchises, approaches, dams, reservoirs, generating stations, sewage disposal plants, intercepting sewers, trunk connecting and other water and sewer mains, filtration works, pumping stations, and equipment; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to issue its Revenue Bonds (Fayette County Projects), Series 2024 (the “Bonds”) in an aggregate principal amount not to exceed \$[Par Amount] for the purpose of (a) financing the acquisition, construction and equipping of all or a portion of (i) a recreation multi-use facility, (ii) a backup E-911 Center, (iii) Justice Center renovations, and (iv) stormwater improvement projects (collectively, the “Projects”) and (b) paying the costs of issuing the Bonds; and

WHEREAS, the Authority and the County propose to enter into this Contract, pursuant to which the Authority will agree to, among other things, issue the Bonds and the County will agree to, among other things, (a) construct the Projects, (b) pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bonds (the “Contract Payments”) and (c) levy an ad valorem property tax, unlimited as to rate or amount, on all property in the County subject to such tax in order to make such Contract Payments; and

WHEREAS, the Bonds will be secured by a first lien on the Contract, the Contract Payments and the moneys and investments on deposit in the funds created in the resolution of the Authority adopted on January 11, 2024 (the “Resolution”).

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County, hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution. The following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Completion Date” means the date that the Projects are completed.

“Disclosure Certificate” means the written undertaking executed by the County in connection with the issuance of the Bonds as required by the Rule.

“Rule” means Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a body corporate and politic duly created and validly existing under the Constitution and laws of the State. The Authority is authorized and has the power to (i) adopt the Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Bonds and (iii) execute, deliver and perform its obligations under this Contract. The Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized the (i) issuance, execution, delivery and performance of its obligations under the Bonds and (ii) the execution, delivery and performance of its obligations under this Contract. The Resolution, the Bonds and this Contract are valid, binding and enforceable obligations of the Authority.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the Authority as of the date hereof in connection with the (i) adoption of the Resolution and the performance of its obligations thereunder, (ii) issuance, execution, delivery and performance of its obligations under the Bonds or (iii) execution, delivery and performance of its obligations under this Contract; provided, however, no representation is given with respect to any “blue sky” laws.

(c) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution delivery and performance of its obligations under the Bonds and the execution, delivery and performance of its obligations under this Contract do not (i) violate the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Bonds, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (1) enforceability of the Bonds, the Resolution or this Contract, (2) financial condition or results of operations of the Authority or (3) the transactions contemplated by this Contract.

(e) The Authority is not (i) in violation of the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(f) The issuance of the Bonds is within the public purposes intended to be served by the Authority.

The Authority makes no representation or warranty with respect to the (a) condition or workmanship of any part of the Projects, (b) suitability of the Projects for the County's purposes, (c) sufficiency of the Bond proceeds to pay the costs of the Projects or (d) the financial condition of the County.

Section 2.2. Representations by the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and validly existing under the Constitution and laws of the State. The County is authorized to and has the power to execute, deliver and perform its obligations under this Contract. The County has duly authorized the execution, delivery and performance of its obligations under this Contract. This Contract is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the County as of the date hereof in connection with the execution, delivery and performance of its obligations under this Contract except as shall have been obtained; provided, however, no representation is given with respect to any "blue sky" laws.

(c) The execution, delivery and performance of its obligations under this Contract do not (i) violate the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the County or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which it or its property is subject.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Bonds or the County from constructing and equipping the Projects, (ii) contesting or questioning the existence of the County or the titles of the present officers of the County to their respective offices or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (1) enforceability of

this Contract, (2) financial condition or results of operations of the County or (3) transactions contemplated by this Contract.

(e) The County is not (i) in violation of the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the County or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which it or its property is subject.

The County makes no representation or warranty with respect to the financial condition of the Authority.

ARTICLE III.

ISSUANCE OF THE BONDS; APPLICATION OF BOND PROCEEDS

Section 3.1. Agreement to Issue Bonds.

The Authority agrees that it will validate and issue the Bonds. The Authority shall deliver a certified copy of the Resolution to the County promptly upon adoption thereof.

Section 3.2. Application of Bond Proceeds.

The proceeds from the sale of the Bonds shall be applied as provided in Article IV, Section 1 of the Resolution, and the County hereby approves the issuance of the Bonds and the application of proceeds.

ARTICLE IV.

COMMENCEMENT AND COMPLETION OF THE PROJECTS

Section 4.1. Agreement to Construct and Equip the Projects.

The County shall be solely responsible for the construction and equipping of the Projects.

The County shall obtain all necessary approvals from any and all governmental agencies requisite to the construction and equipping of the Projects. The Projects shall be constructed and equipped in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The County will take such action and institute such proceedings as it shall deem appropriate to assure that the construction and equipping of the Projects will proceed in an efficient and workmanlike manner.

The County shall construct and equip the Projects with all reasonable dispatch and shall use its best efforts to cause the construction and equipping of the Projects to be completed as soon as may be practical, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the County excepted.

The County shall prepare the Requisitions required by the Resolution.

The Projects shall be titled in the name of the County.

Section 4.2. Establishment of Completion Date.

The Completion Date shall be evidenced to the Project Fund Custodian and the County by a completion certificate signed by an Authorized County Representative substantially in the form attached hereto as Exhibit A

Section 4.3. In Event Bond Proceeds Insufficient.

The Authority does not make any warranty, either express or implied, that the proceeds derived from the sale of the Bonds will be sufficient to pay all the costs of the Projects. In the event that the proceeds derived from the sale of the Bonds are insufficient to pay all the costs of Projects intended to be financed with Bond proceeds, the County shall pay the remaining costs.

ARTICLE V.

EFFECTIVE DATE AND DURATION OF THIS CONTRACT; PAYMENT PROVISIONS; TAX LEVY AND LIENS

Section 5.1. Effective Date of this Contract; Duration of Contract Term.

This Contract shall become effective as of the execution and delivery of this Contract, and the obligations created by this Contract shall then begin, and, subject to the other provisions of this Contract, shall expire July 1, 2029, or if at said time and on said date all of the Bonds have not been paid in full then on such date as such payment shall have been made, but in no event in excess of 50 years from the date hereof.

Section 5.2. Contract Payments.

The County agrees to pay the Contract Payments at least one day before the applicable Interest Payment Date. The Authority has assigned the Contract Payments to the owners of the Bonds, and the County consents to such assignment. The Authority hereby directs the County to make the Contract Payments directly to the Sinking Fund Custodian. In the event the County should fail to make any of the Contract Payments, the item or installment so in default shall continue as an obligation of the County until the amount in default shall have been fully paid, and the County agrees to pay the same with interest thereon at the rate borne by the Bonds, to the extent permitted by law, from the date thereof.

Section 5.3. Prepayment of Contract Payments.

The County may prepay the Contract Payments in whole or in part at any time and may elect to apply such prepayments to redeem Bonds in accordance with the provisions of the Resolution.

Section 5.4. Obligations of County Hereunder Absolute and Unconditional.

The obligations of the County to make the Contract Payments and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Bonds outstanding under the Resolution shall have been paid in full or provision for the payment thereof shall have been made in accordance with the Resolution, the County (a) will not suspend or discontinue any Contract Payments except to the extent the same can be and have been prepaid, (b) will perform and observe all of its other agreements contained in this Contract and (c) will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, failure of the County to complete the Projects, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Projects, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or

connected with this Contract or the Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained; and if the Authority should fail to perform any such agreement, the County may institute such action against the Authority as the County may deem necessary to compel performance as long as such action shall not do violence to or adversely affect the agreements on the part of the County contained in the preceding sentence and to make the Contract Payments.

Section 5.5. Tax Levy to Pay Contract Payments.

The County covenants that it will (a) exercise its power of taxation to the extent necessary to make the Contract Payments and (b) make available and use for such Contract Payments all taxes levied and collected for that purpose. The County further covenants and agrees that it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely make the Contract Payments.

ARTICLE VI.

SPECIAL COVENANTS OF COUNTY

Section 6.1. Operation of the Projects.

The County shall operate the Projects or shall cause the Project to be operated and shall pay all costs of operating the Projects or shall cause all costs of operating the Projects to be paid, including, without limitation, salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Projects, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating the Project in accordance with sound business practice.

Section 6.2. Insurance.

The County shall insure the Projects or shall cause the Projects to be insured in accordance with the customary insurance practices of agencies and governmental authorities operating similar facilities.

Section 6.3. Paying Agent, Bond Registrar and Custodians.

The County shall pay the Paying Agent, the Bond Registrar, the Project Fund Custodian and the Sinking Fund Custodian for their services under the Resolution.

Section 6.4. Indemnification.

To the extent permitted by law, the County hereby agrees to release the Authority from and to indemnify the Authority (and its members, officers and employees) for any and all liabilities and claims against the Authority arising from the County's, construction, equipping, ownership and operation of the Projects, including without limitation, (a) any condition of the Projects, (b) any act or negligence of the County or of any of its agents, contractors, servants, employees or licensees or (c) any act or negligence of any assignee or lessee of the County, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the County.

If any such claim is asserted, the Authority or any individual indemnified herein, as the case may be, will give prompt written notice to the County, and the County will promptly assume the defense thereof, including the employment of counsel and payment of all expenses of such defense, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Authority shall have the right to approve in writing all counsel engaged by the County to conduct such defense, which approval shall not be unreasonably withheld.

The Authority shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the County shall not be required to pay the fees and expenses of such separate counsel unless the separate counsel is employed with the approval of the County, or the Authority determines that it has defenses that are different from the County. The County shall not unreasonably withhold its approval of such separate counsel.

Notwithstanding anything in this Contract to the contrary, the provisions of this Section 6.4 shall survive the termination of this Contract.

ARTICLE VII.

SPECIAL COVENANTS OF AUTHORITY AND COUNTY

Section 7.1. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Contract.

Section 7.2. Tax Covenants.

The Authority and the County agree to do all things necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and not to do anything that would adversely affect such exclusion.

Section 7.3. Compliance with Resolution.

The Authority shall comply with all of its obligations under the Resolution.

Section 7.4. Disclosure Certificate.

The County shall comply with its obligations under the Disclosure Certificate; provided, however, a failure of the County to comply with its obligations under the Disclosure Certificate shall not constitute a default or an event of default and the only action that be taken hereunder is an action for specific performance.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.

The following shall be “events of default” under this Contract and the terms “event of default” or “default” shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the County to make the Contract Payments; or

(b) Failure by the County or the Authority to observe and perform any covenant, condition or agreement of this Contract on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the County or the Authority, as appropriate, by the non-defaulting party or the bondholders, unless the non-defaulting party and the bondholders shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the 30-day period, the non-defaulting party and the bondholders will not unreasonably withhold their consent to an extension of such time if it is possible to correct such failure and corrective action is instituted within the applicable period and diligently pursued until the default is corrected; or

(c) Any representation in this Contract shall be untrue.

(d) An “Event of Default” shall have occurred under the Resolution.

Section 8.2. Remedies on Default.

Whenever any event of default referred to in Section 8.1 hereof shall have happened and be existing, the non-defaulting party or the owner of any of the Bonds may take any action and pursue any remedy available under the Resolution and the laws of the State of Georgia, including, without limitation, bringing an action for specific performance.

Section 8.3. No Remedy Exclusive.

No remedy herein conferred is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the bondholders, and the bondholders shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 8.4. Agreement to Pay Attorneys' and Consultant's Fees and Expenses.

If an event of default shall occur hereunder and the non-defaulting party should employ attorneys or consultants or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the County or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the non-defaulting party or the bondholders the reasonable fee of such attorneys and consultants and such other reasonable expenses so incurred by the non-defaulting party and the bondholders.

Section 8.5. No Additional Waiver Implied by One Waiver.

If any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX.

MISCELLANEOUS

Section 9.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, sent by a reputable overnight delivery service or mailed by registered or certified mail, return receipt requested, postage prepaid.

Section 9.2. Binding Effect.

This Contract shall inure to the benefit of and shall be binding upon the Authority and the County.

Section 9.3. Severability.

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Third-Party Beneficiaries.

The owners of the Bonds secured by this Contract are third-party beneficiaries hereof.

Section 9.5. Amendments, Changes and Modifications.

This Contract may be amended, changed and modified without the consent of the owner of the Bonds to (a) cure any ambiguity or formal defect or omission in this Contract; (b) grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon bondholders by the County; (c) further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (d) conform to supplements to the Resolution; or (e) make any other amendments, changes and modifications that in the opinion of counsel are not materially adverse to the interest of the bondholders. Any other amendments, changes and modification in this Contract will become effective only with the consent of the owners of a majority in aggregate principal amount of the Bonds secured hereby. In no event, however, may any such amendments, changes and modifications permit (a) the reduction of Contract Payments required to be made to ensure the payment of the Bonds and the other obligations secured by the Resolution; or (b) the reduction of the percentage of the principal amount of the Bonds required for consent to any such amendment, change or modification.

Section 9.6. Execution Counterparts.

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

Section 9.7. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 9.8. Law Governing Construction of Contract.

This Contract shall be governed by, and construed in accordance with, the laws of the State.

IN WITNESS WHEREOF, the Authority and the County have caused this Contract to be executed in their respective corporate names by their duly authorized officers and their respective seals to be hereunto affixed, all as of the date first above written.

**FAYETTE COUNTY PUBLIC FACILITIES
AUTHORITY**

(Seal)

By: _____
Chairman

Attest:

Secretary

(Intergovernmental Contract)

FAYETTE COUNTY, GEORGIA

(Seal)

By: _____
Chairman

Attest:

Clerk

(Intergovernmental Contract)

EXHIBIT A

COMPLETION CERTIFICATE

U.S. Bank Corporate Trust,
National Association
Atlanta, Georgia

Fayette County, Georgia
Fayetteville, Georgia

Re: Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024

To the Addressees:

The proceeds of the above-captioned bonds (the “Bonds”) were used to finance certain projects (the “Projects”) for the benefit of Fayette County, Georgia (the “County”). The Fayette County Public Facilities Authority and the County entered into an Intergovernmental Contract, dated as of February 1, 2024 (the “Contract”) relating to the Bonds. Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Contract.

The undersigned Authorized County Representative hereby certifies as follows:

1. The Projects have been completed.
2. Except for amounts retained by the County to pay any costs of the Projects not then due and payable, all costs of labor, services, materials and supplies have been paid.

The foregoing certifications have been made without prejudice to any rights against third parties which exist at the date of this certificate or which may subsequently come into being.

[Include the following only if there are excess moneys in the Project Fund]

You are hereby directed to transfer all moneys in the Project Fund to the Sinking Fund.

FAYETTE COUNTY, GEORGIA

By: _____
Authorized County Representative