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Planning Commission Agenda  
Monday, November 10, 2025, 6:00 pm  
Perry City Hall, 808 Carroll Street, Perry

1. Call to Order
2. Roll Call
3. Invocation
4. Approval of Minutes from October 6, 2025, regular meeting and October 27, 2025, work session
5. Announcements
  - Per O.C.G.A. 36-67A-3 if any opponent of a rezoning or annexation application has made campaign contributions and/or provided gifts totaling \$250 or more within the past two years to a local government official who will consider the application, the opponent must file a disclosure statement.
  - Policies and Procedures for Conducting Zoning Hearings are available at the entrance.
  - Please place phones in silent mode.
6. Citizens with Input
7. Old Business
  1. **TEXT-0165-2025.** Amendment to add language to Section 6-10.2 - General Requirements for streets and other rights-of-way. The applicant is the City of Perry.  
(Tabled from October 6, 2025, meeting)
8. New Business
  - A. Public Hearing (Planning Commission decision)
    1. **PLAT-0190-2025.** Preliminary plat for the subdivision of property on Perry Parkway and Houston Lake Road. Parcel Nos. oP41Ao 002000, oP41Ao 130000, oP41Ao 021000, and oP41Ao 02C000. The applicant is SEK Perry, LLC.
  - B. Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on December 2, 2025)
    1. **SUSE-0178-2025.** Special exception for short-term rental for property located at 718-3 Charlse Drive. The applicant is Roberto Denis.
    2. **SUSE-0191-2025.** Special exception for home daycare for property located at 313 Wax Myrtle Way. The applicant is Shameka L. Walker.
    3. **SUSE-0192-2025.** Special exception for home daycare for property located at 219 Rusty Plow Lane. The applicant is Brittany Ross.
    4. **SUSE-0193-2025.** Special exception for home cottage bakery for property located at 1300 North Avenue. The applicant is Sarah Stinson.
    5. **SUSE-0195-2025.** Special exception for commercial storage facility for property located on South Perry Parkway Parcel No. oP0340 026000. The applicant is Don Carter, P.E.
    6. **SUSE-0196-2025.** Special exception for multi-family development for property located on Lake Joy Road Parcel No. oP41Ao 162000.
    7. **RZNE-0199-2025.** Rezone property at 1824 Houston Lake Rd. & 1904 Hwy 127 to amend existing PUD standards. The applicant is Patriot Development Group, LLC.

All meetings of the Planning Commission are open to the public.

(478) 988-2720

<https://perry-ga.gov/business-services/community-development/planning-and-zoning>



8. **ANNX-0198-2025.** Annex and rezone property on Saddle Creek Road Parcel Nos. 000840 015000 & 000840 096000. from Houston County R-AG to City of Perry R-3, Single Family Residential District. The applicant is Patriot Development Group, LLC

- C. Other Business
- D. Commission questions or comments
- E. Adjournment

All meetings of the Planning Commission are open to the public.

(478) 988-2720

<https://perry-ga.gov/business-services/community-development/planning-and-zoning>



Planning Commission  
Minutes - October 6, 2025

1. Call to Order : Chairman Mehserle called the meeting to order at 6:00pm.
2. Roll Call : Chairman Mehserle; Commissioners Guidry, Jefferson, Hayes, Shelton and Wharton were present. Commissioner Ross was absent.

Staff: Joe Duffy – Community Development Director, Emily Carson – Community Planner, and Christine Sewell – Recording Clerk

Guests: John Fox, Sebastain & Faye Lumpkin, Tim McCord, John Michael Cosey, Crystal Bateman, Shawanda Suleiman, Lajuana Morris, Robin Jackson, and Peggy Davis.

3. Invocation: was given by Commissioner Shelton
4. Approval of Minutes from September 8, 2025, regular meeting and September 22, 2025, work session  
Commissioner Wharton motioned to approve as submitted; Commissioner Jefferson seconded; all in favor and were unanimously approved.
5. Announcements - Chairman Mehserle referred to the notices as listed.
  - Per O.C.G.A. 36-67A-3 if any opponent of a rezoning or annexation application has made campaign contributions and/or provided gifts totaling \$250 or more within the past two years to a local government official who will consider the application, the opponent must file a disclosure statement.
  - Policies and Procedures for Conducting Zoning Hearings are available at the entrance.
  - Please place phones in silent mode.
6. Citizens with Input – None
7. Old Business

1. **RZNE-0145-2025**. Rezone property at 135 Faye Circle, 1303 Julianne Street, and 1214 Jewell Drive from C-2, R-1 and R-2 to PUD, Planned Unit Development. The applicant is Chuck Thomas, Masterpiece Construction. *(Tabled from September 8, 2025, meeting)*

Mr. Duffy read the request which was to rezone 3 parcels (31.165, 34.558 and 0.51, totaling 66.233 acres respectively) to Planned Unit Development District, along with staff responses. Mr. Duffy further advised as outlined in [Land Management Ordinance Section 2-3.3](#) approval for the PUD District zoning is contingent on the applicant providing a PUD Regulating Plan proposal in alignment with the City's desired development pattern as outlined in the Joint Comprehensive Plan. The applicant has been instructed that a proposed Regulating Plan should be aligned with the City's established design guidelines, which would include [Section 4-3.1 – Standards for specific uses, Residential Uses](#) and/or [Section 6-4 .1 Design standards for nonresidential development](#). In the absence of receipt of a PUD Regulating Plan proposal, staff recommends denial of the application.

Chairman Mehserle opened the public hearing at 6:05pm and called for anyone in favor of the request; there being none including the applicant, he called for anyone opposed.

Mr. John Fox – attorney for Proburst Partners adjoining property owner at 515 Marshallville Road, asks that the applicant submit all required documents, including the layout of the dwellings; does not believe this is an effective use of the property as it will overlook the campground; requests a 250 foot buffer between the properties; concern with headlight and noise and the increased density is not suitable for the area; no traffic study provided and how is the site accessed.  
Sebastian & Faye Lumpkin – 353 Faye Circle – concerns with water runoff, crime and decrease in property values; would like to maintain the character of the neighborhood.

Tim McCord – 515 Marshallville Rd – is not the best use of the property; he has tried to purchase for a commercial use for the campground; too many units

There being no further comment, Chairman Mehserle closed the public hearing at 6:15pm.

Commissioner Wharton motioned to recommend denial of the application as submitted to Mayor & Council; Commissioner Shelton seconded; all in favor and was unanimously recommended for denial.

8. New Business

A. Public Hearing (Planning Commission decision)

1. **PLAT-0173-2025.** Preliminary plat for the subdivision of property on Perry Parkway Parcel No. 0P41A0 163000. The applicant is Chad Bryant, Bryant Engineering.

Mr. Duffy read the request which was for approval of a plat that further subdivides a parcel into 8 total parcels. Tracts 1 and 2 were previously approved via administrative approval, however Tracts A, B, C, D and E are now proposed for subdivision. As the site now involves more than 5 proposed parcels, Planning Commission review of the plat is required. The applicant is aware that future plans for the subdivided parcels must meet all applicable stormwater, traffic, and design guidelines for nonresidential development as outlined in the Land Management Ordinance. The Joint Comprehensive Plan identifies this as a Gateway Corridor character area. Staff recommends approval of the proposed plat as presented.

Chairman Mehserle opened the public hearing at 6:17pm and called for anyone in favor of the request. John Michael Cosey, on behalf of the applicant, had nothing further to add. Chairman Mehserle called for anyone opposed; there being none the public hearing was closed at 6:18pm.

Commissioner Hayes motioned to approve the application as submitted; Commissioner Wharton seconded; all in favor and was unanimously approved.

2. **PLAT-0174-2025.** Preliminary plat for Kings Landing Subdivision on Kings Chapel Road Parcel No. 0Po490 044000. The applicant is CCRR Development, LLC.

Mr. Duffy advised the applicant had withdrawn the request.

B. Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on November 4, 2025)

1. **SUSE-0155-2025.** Special exception for residential business for property located at 42 Willow Moss Way. The applicant is Crystal R. Bateman

Ms. Carson read the applicants' request, which was to offer one-on-one fitness coaching services for senior residents in a portion of the house as a residential business, along with staff responses. Ms. Carson noted residential businesses are small offices or small-scale retail or service businesses in which customers or clients come to the house and are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes.

Chairman Mehserle opened the public hearing at 6:20pm and called for anyone in favor of the request. The applicant, Ms. Bateman, advised her primary goal is to service seniors with a one-on-one training in her garage, which has been set up with HVAC and flooring, and her long-term goal is to open a brick-and-mortar location.

Chairman Mehserle called for anyone opposed; there being none the public hearing was closed at 6:23pm.

Commissioner Hayes asked about customer times; Ms. Bateman advised she would have only three people a day for one-hour sessions, with one person at a time between 9am-Noon. Commissioner Wharton asked where parking would be; Ms. Bateman advised in the driveway. Commissioner Jefferson asked if transportation would be provided; Ms. Bateman advised it is not. Commissioner Guidry inquired if a couple wanted to do together could they; Ms. Bateman advised they could not; she will only service one individual at a time.

Commissioner Hayes motioned to recommend approval of the application as submitted to Mayor & Council; Commissioner Shelton seconded; all in favor and was unanimously recommended for approval.

**2. SUSE-0169-2025.** Special exception for home daycare for property located at 115 Hampton Chase. The applicant is Shawanda Suleiman.

Ms. Carson read the applicants' request which was to open a daycare home for up to (6) children in a portion of the house as a residential business, along with staff responses. Ms. Carson advised residential businesses are small offices or small-scale retail or service businesses in which customers or clients come to the house and are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes.

Chairman Mehserle opened the public hearing at 6:27pm and called for anyone in favor of the request. Ms. Suleiman, the applicant, advised she would have no more than six children as the state allows, wants to provide a service for working families, cares about keeping the community peaceful and beautiful and will adhere to guidelines of the city and state.

Chairman Mehserle called for anyone opposed. Mr. Lawana Morris – 119 Hampton Chase – the subdivision is still under construction; parents will be dropping off and picking up at various times; concerned with property values, noise, signage and a ripple effect for other residential businesses in the area.

There being no further public comment, the public hearing was closed at 6:32pm.

Commissioner Wharton asked for clarification on the number of children; Ms. Carson advised six and also no signage would be allowed. Commissioner Hayes asked the hours and children's ages; Ms. Suleiman advised Monday through Friday 7am to 5pm and six weeks to 4 years. Commissioner Hayes asked if there would be staff; Ms. Suleiman advised there would not be and drop off would be staggered. Commissioner Wharton asked if all drop off and pick up would be in driveway; Ms. Suleiman advised it would be.

Commissioner Wharton motioned to recommend approval to Mayor & Council of the application as submitted with the condition that all drop off and pickup be done in the driveway; Commissioner Hayes seconded; all in favor and was unanimously recommended for approval.

**3. RZNE-0171-2025.** Rezone City of Perry owned properties to GU, Government Use at 808 Carroll Street, 1502 Houston Lake Road, 1504 Houston Lake Road, 1506 Houston Lake Road, and 531 Gen. Courtney Hodges Blvd. The applicant is the City of Perry.

Mr. Duffy read the request, which was to rezone the five city-owned parcels to GU – Government Use, along with staff responses. Mr. Duffy advised the issue came about when a sign application was submitted for the Gen. Courtney Hodges Blvd property, which then in turn, staff reviewed other properties, resulting in the application to zone city-owned properties correctly.

Chairman Mehserle opened the public hearing at 6:40 pm and called for anyone in favor; there being none, he called for anyone opposed.

Mr. Robin Jackson – 1521 Sunshine Avenue – doesn't like the city buying property and making a park in relation of 1502/04/06 Houston Lake Road and destroying the minority houses.

Ms. Peggy Davis – 1030 King Circle – does not understand what GU is, some of the area on Houston Lake Road is historic ground and has been requesting for recognition of the winning state football championship team; asks that the neighborhood not be left out and what does the city want with the Houston Lake Road properties, as they are in a flood zone.

There being no further public comment, Chairman Mehserle closed the public hearing at 6:45 pm.

Mr. Duffy explained the GU, Government Use zoning designation, which will ensure the parcels are protected, and the city does not intend to sell them, but expand the park. Ms. Davis again spoke and advised she had obtained grant money for pocket parks, and the city is degrading the current ones and leaving nothing for the children to play on. Commissioner Hayes advised Ms. Davis and Mr. Jackson that their concerns are heard, but encouraged them to take to Mayor & Council.

Commissioner Hayes motioned to recommend approval of the application as submitted to Mayor & Council; Commissioner Wharton seconded; all in favor, and was unanimously recommended for approval.

**4. TEXT-0165-2025.** Amendment to add language to Section 6-10.2 - General Requirements for streets and other rights-of-way. The applicant is the City of Perry.

Mr. Duffy read the request, which was to add language to Sec 6-10.1 (J) Site development and related infrastructure, General design requirements, Fire apparatus access roads – clarifying methods of review for required secondary fire access roads. The language will apply for developments exceeding 30 dwelling units and require approval from the fire code official, under specific circumstances, to permit a gravel road as a secondary means of fire access. The amendment is intended to prevent conflicting scenarios in which the City's desire to ensure a high standard of fire apparatus access (at least 2 entrances for developments of over 30 dwellings) can be achieved alongside routine state approval processes. Existing local code language states that "All fire apparatus access roads for one- and two-family residential developments shall meet City of Perry design standards for public streets." The amendment serves to include an additional option, for a secondary safety entrance to be constructed of gravel, with approval from the designated Fire code official, pending any situation-specific circumstances. The specific circumstance mitigated by the amendment would be denial of proposed fire access roadways (meeting the existing design standards for public streets) by the Georgia Department of Transportation, which may otherwise be approved as a private entrance lacking a concrete or asphalt curb cut.

Chairman Mehserle opened the public hearing at 6:56pm and called for anyone in favor or opposed to the request; there being none the public hearing was closed at 6:57pm.

Chairman Mehserle asked if the fire marshal provided input and was comfortable with the proposed amendment; Mr. Duffy advised he was. Chairman Mehserle had concern with maintaining the gravel as it can erode; Mr. Duffy advised the fire marshal would review any plan with the request to ensure the proper material is used; as for the maintenance, that would fall to the property owner. Commissioner Hayes asked if an HOA could maintain, and concerned evaluation is only done at inception by the fire marshal; Mr. Duffy advised any plan submitted with gravel has to be reviewed and must follow the current city code. Mr. Duffy advised there are constraints placed by GDOT and this will allow for an option. Commissioner Wharton voiced concern with maintenance and could the design standards be enforced for this. Mr. Duffy advised the city ordinance requires over 30 lots to have a separate entrance, which must meet all city standards for acceptance; GDOT does not always allow for a second entrance on their ROW, but does for a fire access road, which this would be. Mr. Duffy further noted that at one point the state required a second access road, but lobbyists successfully had removed, but city codes still require. On conclusion of discussion, the Commission had concerns with the maintenance and asked staff to research further.

Commissioner Guidry motioned to table amendment for staff to provide further information from discussion; Commissioner Jefferson seconded; all in favor and was tabled.

**5.TEXT-0172-2025.** Amendment to 4-1.1, Table of Uses. The applicant is the City of Perry.

Mr. Duffy read the request, which was a proposed amendment to update the allowable uses in the Downtown C-3 Central Business District to include four more use classifications by Special Exception permitting. The four uses include College or University, Outdoor Entertainment – All uses, Convention and exhibition facility, and Artisan production establishment, along with staff responses. The proposed allowable uses were suggested for consideration in conversation between the Downtown Development Authority Board and staff, and not a direct result of any active development proposals received by or discussed with the Community Development Department. Any proposals within the uses outlined would be subject to future Special Exception permitting review processes by the City of Perry's governing bodies, including Planning Commission and Perry City Council.

Chairman Mehserle opened the public hearing at 7:15pm and called for anyone in favor or opposed; there being none the public hearing was closed at 7:16pm.

Commissioner Wharton motioned to recommend approval of the amendment as presented to Mayor & Council; Commissioner Hayes seconded; all in favor and was unanimously recommended for approval.

C. Other Business – None

D. Commission questions or comments- Chairman Mehserle from last meeting with regard to short-term rentals the question was raised on how the city monitors and it is confirmed the city does have a contracted monitoring service. Chairman Mehserle also in follow up to the compelling information and legacy contributions for the minority population of the city with respect to the Houston Lake Road properties, would like the speakers to know they were heard, the winning of the state championship represents the city and as development occurs all due care and respect should be afforded.

E. Adjournment: there being no further business to come before the Commission the meeting was adjourned at 7:20pm.



Planning Commission Work Session  
Minutes - October 27, 2025

1. Call to Order: Chairman Mehserle called the meeting to order at 5:30 pm.
2. Roll Call: Chairman Mehserle; Commissioner Hayes, Jefferson, Guidry, Ross, Shelton and Wharton were present.

Staff: Joe Duffy – Community Development Director and Christine Sewell- Recording Clerk

3. Citizens with Input- Ms. Diana Roberst – 1035 Greenwood Drive – was concerned with the proposed residential development on Faye Circle
4. Capital Improvement Projects Update – Chad McMurrian – Engineering Services Manager – provided an update on the A.E. Harris water treatment plant which is proceeding according to schedule; the force main project has been extended, the annual LMIG paving is expected to commence in November. The stormwater repairs at Stonegate Trail have started.
5. Old Business
  - a. Discussion of amendments to Short-Term Rentals (distance to schools and length of stays) – Mr. Duffy advised in researching could find no other municipality that has distance requirements for schools and provided maps showing the area schools and the current short-term rentals and various buffers which were 250ft, 500ft, and 1000ft. Commissioner Wharton asked whether existing short-term rentals would be affected if implemented; Mr. Duffy advised they would not be as long as the renewal process was completed properly. Chairman Mehserle noted the concern was brought forth during public comments and feels it's a reasonable point to consider; Commissioner Wharton agreed; it has some potential benefits; depending on the buffer, it could exclude a number of properties. On conclusion of discussion, the Commission requested staff to proceed with a draft amendment for further review.

Chairman Mehserle asked about the length of stay; Mr. Duffy advised in researching the standard is 30 days or less for short-term, and there is a loophole with the advertisement of 31 days; an adjustment could be made, but not certain it will solve the problem of circumventing the city's requirement. The Commission requested additional research be done and brought back for additional discussion. The question arose regarding daycares and the same restriction as schools; it was decided at this time not to include the distance requirements.

6. New Business – Commissioner Guidry inquired about the proposed amendment tabled from the previous meeting on the access road. Mr. Duffy advised he had spoken with the city attorney whose opinion was if inspected by the fire marshal for acceptance and maintained by the city there should be no issue. Discussion ensued on the city's process for acceptance, and Mr. Duffy advised he did not anticipate seeing this request often, if at all. Commissioner Wharton suggested a better definition or removing the extenuating circumstances. Chairman Mehserle reminded the Commission the change was mandated by the state and is safety based.

Chairman Mehserle left the meeting at 6:07 pm and turned the meeting over to Vice Chairman Hayes.

7. Other Business – Mr. Duffy reviewed the items as listed.

- Review items for November 10, 2025, informational/public hearings
- Update on City Council zoning decisions

The Commission requested the proposed text amendment for sign standards be removed and placed on the November work session; staff concurred.

8. Adjournment: there being no further business to come before the Commission, the meeting was adjourned at 6:25 pm.

DRAFT



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## **STAFF REPORT**

August 26, 2025

**CASE NUMBER:** TEXT-0165-2025

**APPLICANT:** Joe Duffy for The City of Perry

**REQUEST:** Add language to Sec 6-10.1 (J) Site development and related infrastructure, General design requirements, Fire apparatus access roads – clarifying methods of review for required secondary fire access roads. The language will apply for developments exceeding 30 dwelling units and require approval from the fire code official, under specific request circumstances, to permit a gravel road as a secondary means of fire access.

**STAFF COMMENTS:** The amendment is intended to prevent conflicting scenarios in which the City's desire to ensure a high standard of fire apparatus access (at least 2 entrances for developments of over 30 dwellings) can be achieved alongside routine state approval processes.

Existing local code language states that "All fire apparatus access roads for one- and two-family residential developments shall meet City of Perry design standards for public streets." The amendment serves to include an additional option, for a secondary safety entrance to be constructed of gravel with approval from the designated Fire code official pending any situation-specific circumstances.

The specific circumstance mitigated by the amendment would be denial of proposed fire access roadways (meeting the existing design standards for public streets) by the Georgia Department of Transportation, which may otherwise be approved as a private entrance lacking a concrete or asphalt curb cut.

### **STANDARDS FOR GRANTING A TEXT AMENDMENT:**

- (1) **Whether, and the extent to which the proposed amendment is consistent with the Comprehensive Plan.**

The amendment is not inconsistent with the Comprehensive Plan.

- (2) **Whether, and the extent to which the proposed amendment is consistent with the provisions of this chapter and related city regulations.**

The proposed amendment is consistent with the format of the Land Management Ordinance.

- (3) **Whether, and the extent to which there are changed conditions from the conditions prevailing at the time that the original text was adopted.**

Conflicting guidelines between the local ordinance and GDOT parameters for curb cuts prompted a review of the current language.

- (4) **Whether, and the extent to which the proposed amendment addresses a demonstrated community need.**

The proposed amendment reflects the City of Perry's ongoing commitment to providing residents excellent public safety services.



- (5) Whether, and the extent to which the proposed amendment is consistent with the purpose and intent of the zoning districts in this chapter, will promote compatibility among uses, and will promote efficient and responsible development within the city.**

The amendment is consistent with the purpose and intent of the zoning ordinance, in that it clarifies General design requirements for Fire apparatus access roads.

- (6) Whether, and the extent to which the proposed amendment will result in logical and orderly development pattern.**

The amendment sustains the City's desire to require at least 2 entrances for housing developments containing over 30 units, by enabling an additional level of approval by the Fire Marshal in specific instances to grant a request to allow a secondary, fire-only entrance to be of gravel construction.

- (7) Whether, and the extent to which the proposed amendment will result in beneficial impacts on the natural environment and its ecology, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, and wetlands.**

The amendment is not anticipated to render significant environmental impacts, although gravel is a pervious material which is generally preferred from a stormwater management perspective.

- (8) Whether, and the extent to which the proposed amendment will result in development that is adequately served by public facilities and services (roads, potable water, sewerage, schools, parks, police, fire, and emergency medical facilities).**

The amendment has no negative impact on public facilities and services.

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed text amendment.

The proposed new clarifying language has been highlighted below for reference:

**Sec. 6-10. - Site development and related infrastructure.**

**6-10.2. General requirements for streets and other rights-of-way..**

(J) *Fire apparatus access roads.*

1. *One- and two-family residential developments.* Developments of one- and two-family dwellings where the number of dwelling units exceed thirty (30) shall provide two (2) separate and approved fire apparatus access roads. Where there are more than thirty (30) dwelling units accessed from a single fire apparatus access road and all dwelling units are equipped throughout with an approved automatic fire sprinkler system in accordance with the International Fire Code, access from two (2) directions shall not be required. The number of dwelling units accessed from a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect to future development, as determined by fire code official. All fire apparatus access roads for one- and two-family residential developments shall meet City of Perry design standards for public streets. **Notwithstanding the foregoing, the fire code official may approve the use of a construction gravel road to satisfy the second means of fire apparatus access in those unique situations in which GDOT will not approve a secondary access or curb cut or when other extenuating circumstances exist due to topography challenges or other unique characteristics of a parcel. A proposed gravel road must satisfy compaction standards as deemed appropriate by the fire code official.**



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## Application for Text Amendment

Contact Community Development (478) 988-2720

Application # Text 0145-  
2025

### Applicant Information

\*Indicates Required Field

	<b>*Applicant</b>
<b>*Name</b>	Joe Duffy
<b>*Title</b>	Community Development Director
<b>*Address</b>	741 Main St
<b>*Phone</b>	478-235-2537
<b>*Email</b>	joe.duffy@perry-ga.gov

### Request

\*Please provide a summary of the proposed text amendment:

Request to add language to Land Management Ordinance Section 6-10.2 - General Requirements for streets and other rights-of-way

### Instructions

1. The application, fee (made payable to the City of Perry), and proposed text of the amendment must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
2. \*Fees: Actual cost of required public notice.
3. \*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.2 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
4. Text amendment applications require an informational hearing before the planning commission and a public hearing before City Council.
5. \*The applicant must be present at the hearings to present the application and answer questions that may arise.
6. The applicant affirms that all information submitted with this application, including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
7. \*Signatures:

\*Applicant **Joe Duffy**

\*Date **8/20/2025**

**Standards for Amendments to the Text of the Land Management Ordinance**

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

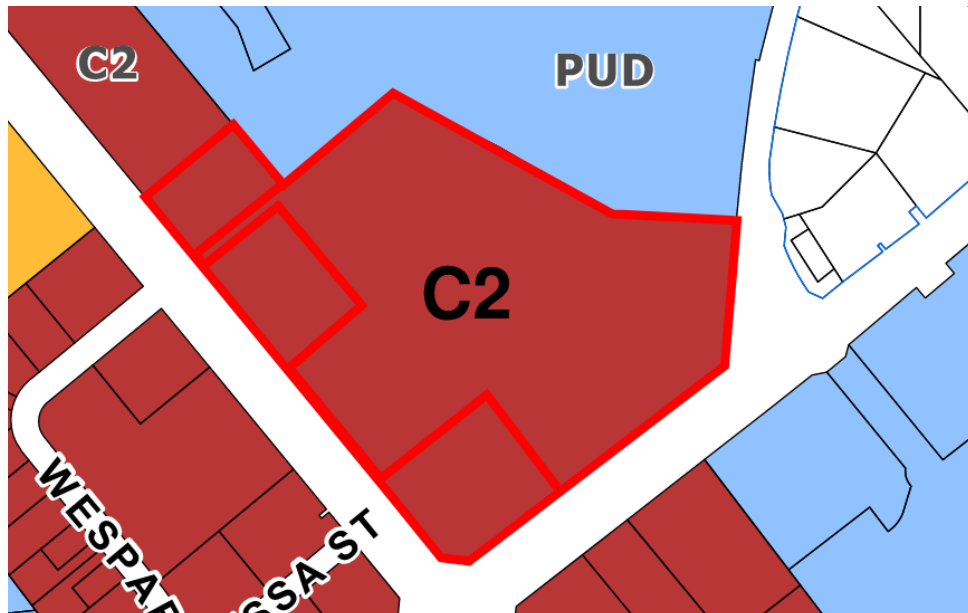
- (1) Whether, and the extent to which, the proposed amendment is consistent with the Comprehensive Plan.
- (2) Whether, and the extent to which, the proposed amendment is consistent with the provisions of this chapter and related city regulations.
- (3) Whether, and the extent to which, there are changed conditions from the conditions prevailing at the time that the original text was adopted.
- (4) Whether, and the extent to which, the proposed amendment addresses a demonstrated community need.
- (5) Whether, and the extent to which, the proposed amendment is consistent with the purpose and intent of the zoning districts in this chapter, will promote compatibility among uses, and will promote efficient and responsible development within the city.
- (6) Whether, and the extent to which, the proposed amendment will result in logical and orderly development pattern.
- (7) Whether, and the extent to which, the proposed amendment will result in beneficial impacts on the natural environment and its ecology, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, and wetlands.
- (8) Whether, and the extent to which, the proposed amendment will result in development that is adequately served by public facilities and services (roads, potable water, sewerage, schools, parks, police, fire, and emergency medical facilities).





PLAT-0190-2025  
0 Perry Pkwy  
Major Preliminary PLAT

Aerial



Zoning



Character Area



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Application # PLAT 0190-2025

## Application for Subdivision

Contact Community Development (478) 988-2720

### Applicant/Owner Information

\*Indicates Required Field

	Applicant	Property Owner
*Name	SEK Perry, LLC	SEK Perry, LLC
*Title	N/A	N/A
*Address	2743 Perimeter Pkwy, Bldg. 100, Suite 370, Augusta, GA 30909	2743 Perimeter Pkwy, Bldg. 100, Suite 370, Augusta, GA 30909
*Phone	[REDACTED]	[REDACTED]
*Email	[REDACTED]	[REDACTED]

### Property Information

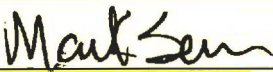

*Street Address See Below	
*Tax Map #(s) See Below	*Zoning Designation C-2, General Commercial
*# Original Lots See Below 4 Lots	*Total Acreage 23.43
*# Proposed Lots See Attachment - 9 Lots	*Total Acreage 23.43

### Instructions

1. Please refer to Sections 2-3.11 and 6.10 of the Perry Land Management Ordinance for more information.
2. All applications and fees (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
3. Application fees:
  - A. Minor Subdivision (5 lots or less with no new street involved; administrative review): \$97.00
  - B. Major Subdivision, Preliminary Plat (more than 5 lots, creation of new streets): \$177.00
  - C. Major Subdivision, Final Plat: \$72.00 per plat
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Subdivision plat content and format requirements are reflected in Section 6-10 of the Land Management Ordinance.
6. Please verify all required information is reflected on the plan(s).

The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

7. Signatures:

*Applicant 	*Date 9/30/2025
*Property Owner/Authorized Agent 	*Date 9/30/2025

Revised 7/1/25

Properties involved:

W E Barfield PID: OP41A0 002000 Perry, Parkway Acquired prior to Nov 10, 2025

CVS 2212 GA, LLC PID: OP41A0 130000 1815 Houston Lake Road Acquired prior to Nov 10, 2025

Spotted Dog Properties, LLC PID: OP41A0 021000 0 Perry Parkway Acquired prior to Nov 10, 2025

Norah Properties LLC PID: OP41A0 02C000 322 Perry Parkway 0.778 ac acquired prior to Nov 10, 2025



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:  
CONSTRUCTION SITE SAFETY IS THE  
SOLE RESPONSIBILITY OF THE  
CONTRACTOR; NEITHER THE OWNER  
NOR THE ENGINEER SHALL BE  
EXPECTED TO ASSUME ANY  
RESPONSIBILITY FOR SAFETY OF  
THE WORK, OF PERSONS ENGAGED  
IN THE WORK, OF ANY NEARBY  
STRUCTURES, OR OF ANY OTHER  
PERSONS.

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REPRODUCTION SHALL BE MADE  
WITHOUT THE PRIOR WRITTEN  
CONSENT OF ATWELL LLC

**ATWELL**  
850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
1850 PARKWAY PLACE, SUITE 650  
MARIETTA, GEORGIA 30067  
770.423.0807  
GEORGIA LAND SURVEY FILE No.1218



LOCATED IN
LAND LOTS 82, 83, 110 & 111
10TH DISTRICT - HOUSTON COUNTY
PERRY, GEORGIA

**SOUTHEASTERN DEVELOPMENT**

---

**LOT CONSOLIDATION / DIVISION PLAT**

PARCEL: 0P41A00130000  
PARCEL: 0P41A0002000  
PARCEL: 0P41A002C000  
PARCEL: 0P41A0021000  
PERRY, GEORGIA 31069

DATE 09/05/2025

COMMENTS
1. REVISE OUTLOTS #5 AND #6 (09-11-25)
2. REMOVE THE EASEMENT LINE ALONG THE SO. RW LINE (09/12/25)
3. REVISE THE AREA FOR CVS SHOWN HEREON (09/17/25)
4. UPDATED PARCELS WITH LABELS ON SHEET 2 (REVISED) (09/26/25)

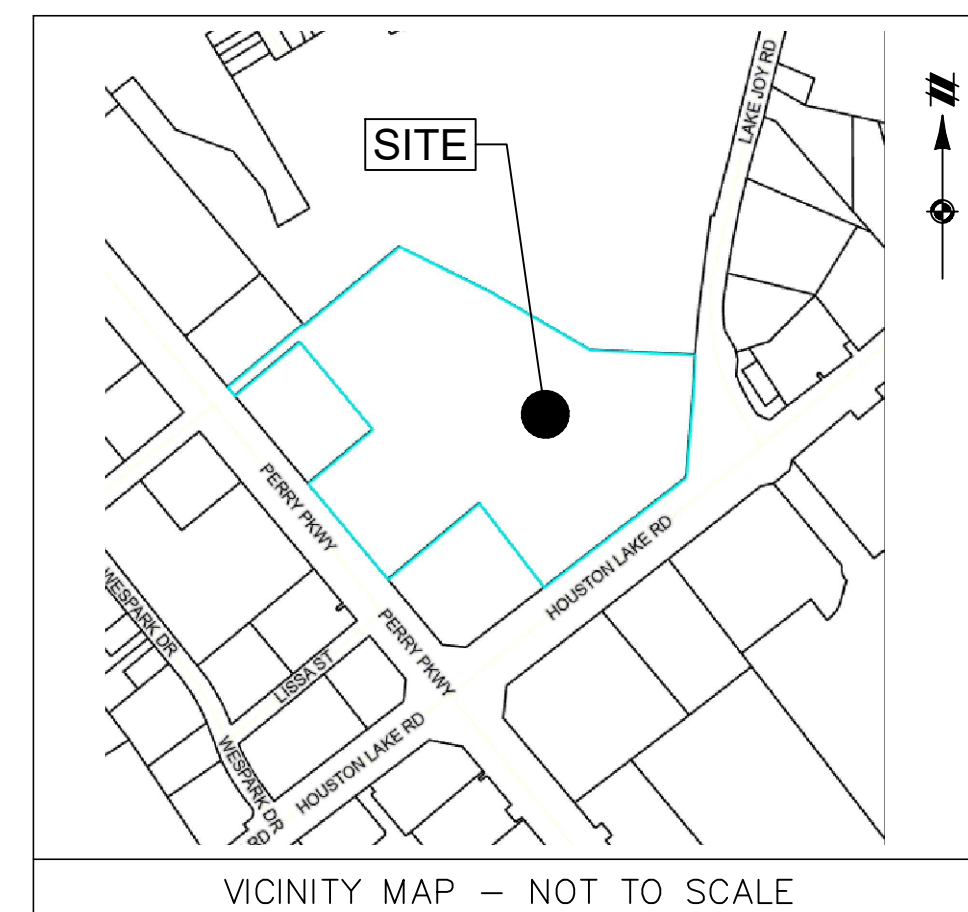
[illegible]

REVISIONS

DWG. CRE	CH. CRE
P.M. K. KOZLOWICZ	
CODE SUB—PLAT	
JOB 24007508	
SHEET NO.	

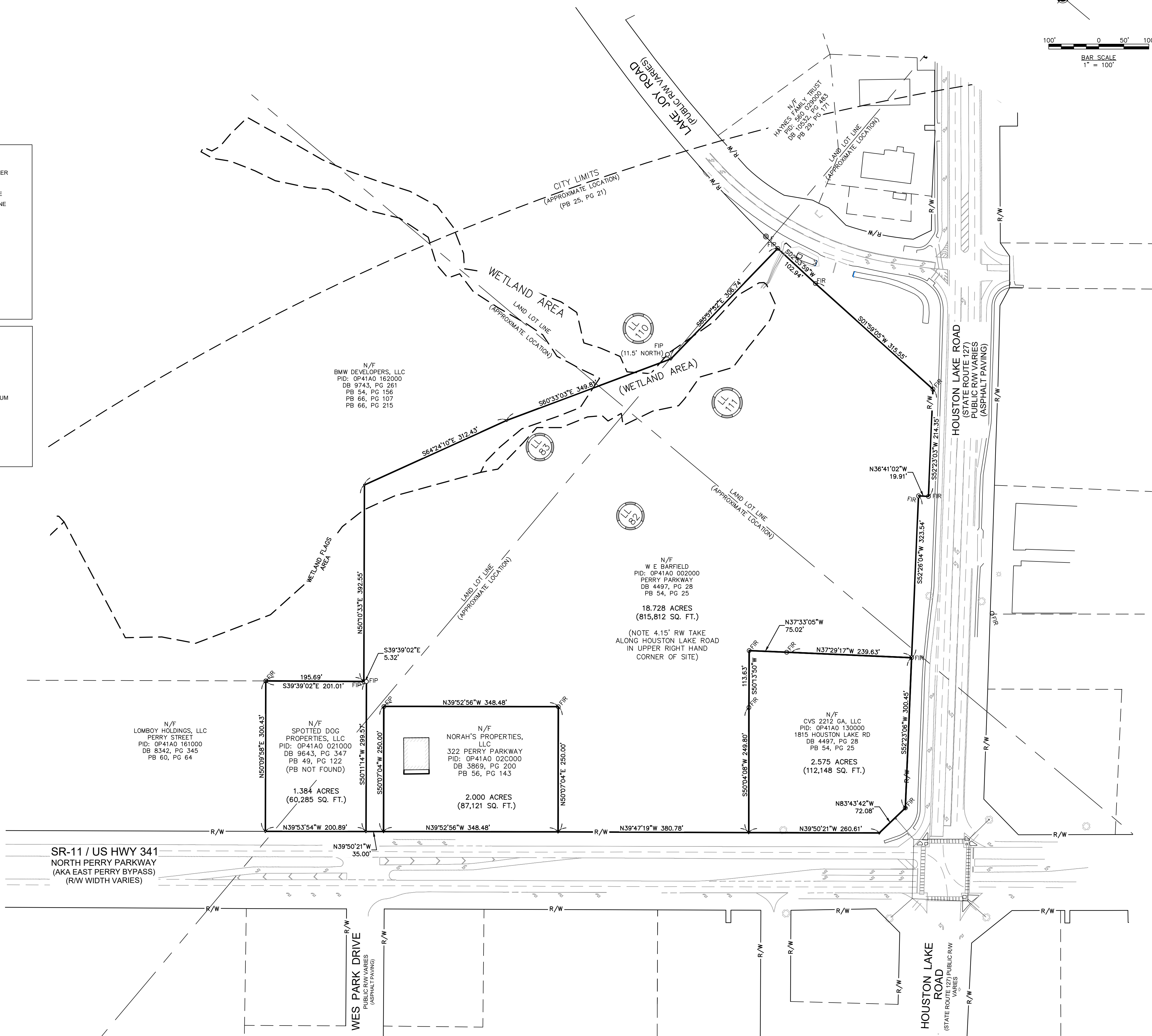
1 OF 2

HORIZONTAL: GRID NORTH, NAD83, GEORGIA STATE PLANES, WEST ZONE  
(NORTH AMERICAN DATUM OF 1983) (2011)  
U.S. SURVEY FOOT, HENRY COUNTY, GEORGIA  
VERTICAL: NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988)  
GEOID: GEOID12B (CONUS)



●	FOUND BOUNDARY MARKER
○	IRON PIN SET
—————	SUBJECT BOUNDARY LINE
- - - - -	ADJACENT BOUNDARY LINE
————— R/W —————	RIGHT OF WAY LINE
- - - - -	EDGE OF WATER
—————	LAND LOT LINE
—————	EASEMENT LINE

CMP	=	CORRUGATED METAL PIPE
C&G	=	CURB AND GUTTER
DB	=	DEED BOOK
DWCB	=	DOUBLE WING CATCH BASIN
INV	=	INVERT
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
OTF	=	OPEN TOP PIPE FOUND
POB	=	POINT OF BEGINNING
PCC	=	POINT OF COMMENCEMENT
PVC	=	POLY VINYL CHLORIDE
RBF	=	REBAR FOUND
R/W	=	RIGHT-OF-WAY
SSMH	=	SANITARY SEWER MANHOLE
SWCB	=	SINGLE WING CATCH BASIN



1. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON; THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS WRITTEN CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY.
2. EASEMENTS AND RIGHTS OF WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE OF ARE SHOWN HEREON; OTHERS MAY EXIST OF WHICH THE SURVEYOR HAS NO KNOWLEDGE OF AND OF WHICH THERE IS NO OBSERVABLE EVIDENCE. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
3. NORTH ARROW AND BEARINGS SHOWN HEREON ARE BASED ON THE GEORGIA WEST ZONE - NAD 83 ADJUSTED 2011 COORDINATE SYSTEM, USING GLOBAL POSITIONAL SYSTEM (GPS) AND OBTAINED BY RTK OBSERVATIONS ON 01/10/2025 USING THE TRIMBLE VRS SYSTEM. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS ARE EXPRESSED IN U.S. SURVEY FEET.
4. FIELD CLOSURE: THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,632 FEET AND AN ANGULAR ERROR OF 0.5 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS BOWDITCH METHOD.
5. PLAT CLOSURE: THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 256,742 FEET.
6. EQUIPMENT USED FOR MEASUREMENT:  
ANGULAR/LINEAR: TRIMBLE S8 GNSS AUTOMATIC TOTAL STATION  
GPS: TRIMBLE R10 GPS RECEIVER
7. FLOOD NOTE: ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR HOUSTON COUNTY, GEORGIA, COMMUNITY-PANEL NUMBER, THE SITE IS NOT LOCATED IN A FLOOD HAZARD ZONE AND LIES WITHIN ZONE X.
8. ZONING: PROPERTY IS ZONED \_\_\_\_\_ PER CITY OF HOUSTON, GEORGIA. NO ZONING REPORT HAS BEEN PROVIDED TO SURVEYOR TO DATE.
9. STATE, COUNTY, & LOCAL BUFFERS AND SETBACKS MIGHT EXIST ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
10. UTILITIES: THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON VISIBLE STRUCTURES. THE PROPERTY SHOWN HEREON MAY BE SERVED BY UNDERGROUND UTILITIES WHICH ARE NOT SHOWN. ALL UTILITY PROVIDERS SHOULD BE CONTACTED BEFORE BEGINNING ANY DESIGN OR CONSTRUCTION.

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTION FOR RECORDING. EVIDENCE BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATUTES HEREAFTER, APPROVAL OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Digitally signed by  
Clyde R Eldredge  
Reason: I am  
Clyde R Eldredge approving this  
document  
Date: 2025.09.26  
14:29:38-04'00'

CLYDE R. ELDREDGE, PLS  
GEORGIA PROFESSIONAL LAND SURVEYOR NO. 2659

SEPTEMBER 26, 2025

DATE \_\_\_\_\_

FILE NAME: K:\24007508 Houston Lake Road\DWG\Survey\Final Plot\24007508P-02.dwg LAST SAVED BY: celdredge 9/26/2025 2:26 PM PLOTTED BY: Clyde Eldredge 9/26/2025 PAPER: ARCH D (36.00 X 24.00 INCHES) DEVICE: NONE PLOT STYLE: BASE-STANDARD.CTB







## **STAFF REPORT**

From the Department of Community Development  
October 30, 2025

**CASE NUMBER:** SUSE-0178-2025  
**APPLICANT:** Roberto Denis; Stay in Perry, LLC  
**REQUEST:** A Special Exception to allow short-term residential rental  
**LOCATION:** 718 Charlse Dr, Unit 3; Tax Map No. 0P0060 022000

**REQUEST ANALYSIS:** The subject property owner proposes to offer the entire **2-bedrooms/1-bath** house for short-term rental for a maximum of **6 occupants**. The subject premises was inspected for compliance with minimum health and safety requirements for use and occupancy (per Section 2-3.6) and passed.

<b>Standards for Short-term Rental Properties (Section 4-3.5 of the LMO)</b>	
1,000-foot buffer from another STR and only one STR per premises	Complies
Designation of local contact person	Complies
Host Rulesaddressing: <ul style="list-style-type: none"><li>• Maximum occupancy of <b>6 persons</b></li><li>• Parking restrictions; on-premises parking of up to <b>2 vehicles</b></li><li>• Noise restrictions</li><li>• On-premises curfew</li><li>• Prohibition of on-premises events</li></ul>	Complies
Trash pick-upplan	Complies
Required written rental agreement	Complies
Proof of required active insurance policy	Complies
Application for City of Perry Occupational Tax Certificate	Complies
Other standards will be addressed with the issuance of an STR permit	

### **STANDARDS FOR SPECIAL EXCEPTIONS:**

- 1. Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property?*  
The applicant asserts that there are no covenants or restrictions that pertain to the premises or prevent it from being used as a short-term residential rental.
- 2. Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*  
The parcel is in the Downtown Character area in the 2022 Joint Comprehensive Plan, which calls for housing, a "promotion of walkability" and the "adaptive reuse of structures". As one of three units in the structure, offering this unit as a short-term residential rental creates an adaptive reuse that fits the character of the surrounding neighborhood.

3. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*  
The proposed use is not expected increase pedestrian or vehicular traffic in the area. Having more frequent visitors should not increase the number of vehicles beyond what would be expected by long-term renters living in the same unit.
4. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*  
The proposed use will still function as a single-family residence, the same as surrounding properties. The exception is that visitors will rotate on a more frequent basis. Visitors are required to abide by all relevant city ordinances.
5. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?*  
There should be no negative impacts on surrounding properties with regard to noise, light, smoke, glare or odor. Visitors are required to comply with all city ordinances. Parking is sufficient to accommodate the maximum number of vehicles allowed for this unit.
6. *Will the height, size, and/or location of proposed structures be compatible with the height, size, and/or location of structures on nearby properties in the vicinity?*  
The unit is part of a tri-plex that has been used for long- and short-term renters since being built in 2019. The remaining units will continue to be used for long-term tenants, while the third unit will have more frequent visitors.
7. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*  
The parcel is sufficient size for the proposed use, and no expansion is expected in this area.
8. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*  
Utilities and city services are already being provided for the parcel. Having visitors on a more frequent basis is not expected to cause any undue burden. City streets and schools are not expected to be burdened by this use.

**STAFF RECOMMENDATION: Staff recommends approval as submitted.**

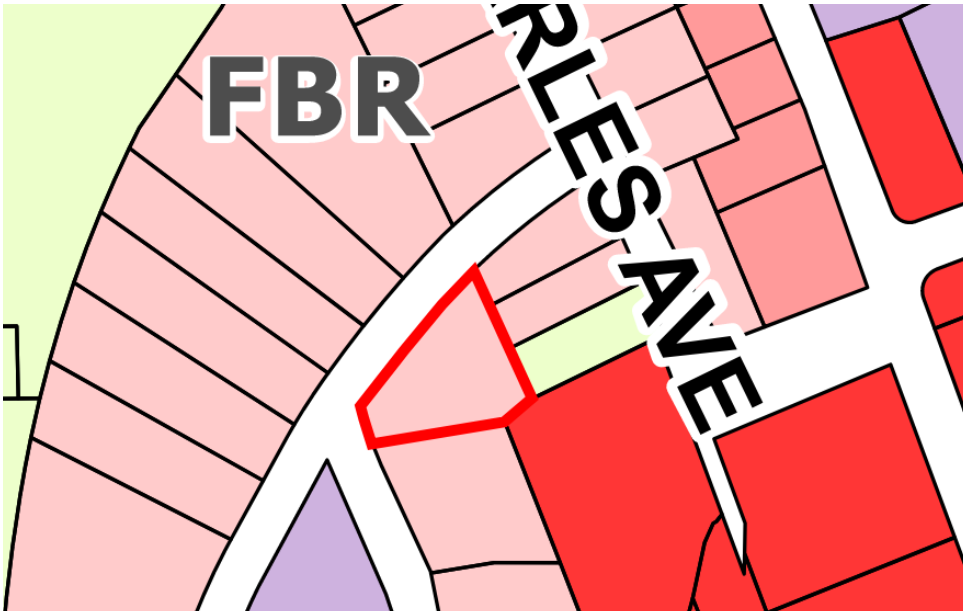


SUSE-0178-2025

718 Charlse Dr

Special Exception to allow  
a short-term residential  
rental.

Aerial



Zoning



Character Area



Where Georgia comes together.

Application # SUSE 0178-2025

## Application for Special Exception

Contact Community Development (478) 988-2720

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Roberto Denis	Roberto and Heidi Denis
*Title		
*Address	680 Valley Stream Drive, Geneva, FL 32732	680 Valley Stream Drive, Geneva, FL 32732
*Phone		
*Email		

### Property Information

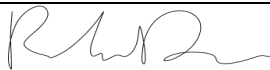
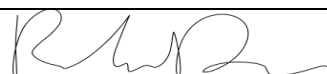
*Street Address	718 Charlse Drive, Apt. 3, Perry, GA 31030	
*Tax Map Number(s)	0P0060 022000	*Zoning Designation FBR

### Request

\*Please describe the proposed use: This is a request to operate a short-term rental.

### Instructions

1. The application and **\*\$325.00 fee** (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. **\*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards).** See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. **\*For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.**
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. **\*The applicant must be present at the hearings to present the application and answer questions that may arise.**
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. **\*Signatures:**

*Applicant		*Date 8/19/25
*Property Owner/Authorized Agent		*Date 8/19/25

**Standards for Granting a Special Exception**

Please see the attached information addressing these Standards

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property;
- (2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity;
- (3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity;
- (4) Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor;
- (5) Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties in the vicinity;
- (6) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and
- (7) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.

Revised 7/1/2025

### **Standards for Granting a Special Exception**

The applicant bears the burden of proof to demonstrate that an application complies with these standards.

**1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?**

There are no covenants and restrictions pertaining to the property which would preclude the uses permitted in the FBR zoning district.

**2. Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property;**

Yes, the proposed use is consistent.

**3. Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity;**

The proposed use will not have a negative impact on traffic volume or traffic flow and pedestrian safety. Due to the likely 50% or less occupancy, the use may decrease these potential issues.

**4. Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity;**

The proposed use will not impact nearby properties. Quiet hours are posted and occupancy is less than would occur if the property was a long-term rental.

**5. Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor;**

There will not be any impacts regarding parking, loading/service or refuse.

**6. Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties in the vicinity;**

The structure is an existing permitted building which underwent City review and is compatible with the zoning.

**7. Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and**

Yes, the parcel is adequate size and no building alterations or additions are requested.

**8. Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.**

The proposed use does not cause an impact to streets utilities, city services or schools as compared to use as a long-term rental.





Where Georgia comes together.

Application # STR INT 0179-2025

## Supplement to Application for Special Exception For Initial Short-term Rental (STR) Permit

A Special Exception of Short-term Rental Permit is not complete until this supplemental form and accompanying documents are complete

Contact Community Development (478) 988-2720

**\*Indicates Required Field**

	<b>*Property Owner</b>	<b>*Designated Local Contact Person</b> complying with Sec. 4-3.5(C) of Land Management Ordinance
<b>*Name</b>	Roberto Deniis	Diana Perez
<b>*Mailing Address</b>	680 Valley Stream Drive Geneva, FL 32732	450 Chambliss Mill Rd. Americus, GA, 31709
<b>*Phone</b>	[REDACTED]	<b>*24-hour contact:</b> [REDACTED]
<b>*Email</b>	[REDACTED]	[REDACTED]

**\*Street Address of Short-term Rental Unit:** 718 Charlse Dr., Apt. 3, Perry, GA 31030

**\*Tax Map Number:** 0P0060 022000

**\*The following items are required to be submitted to complete this supplement** (Refer to Sec. 4-3.5 of the Land Management Ordinance (LMO) for standards):

1. Proof of insurance
2. Copy of application for City of Perry Occupational Tax Certificate
3. Copy of proposed Host Rules
4. Plan for trash collection
5. The maximum number of occupants proposed at any given time
6. Plot plan of the premises identifying location and number of parking spaces for the STR
7. Dimensioned floor plan of the STR identifying bedrooms other living spaces and emergency evacuation routes
8. Copy of proposed written rental agreement to be executed between the owner and responsible Person
9. Name and contact information for the homeowner's association, if any, of which the premises is subject to by restrictive covenants
10. Other certifications and information deemed necessary and proper to ensure compliance with the LMO

Upon submittal the City will contact the property owner to schedule an inspection of the property to ensure the proposed short-term rental unit complies with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a re-inspection fee will be charged for each subsequent inspection. Application for Special Exception will not be scheduled for Planning Commission consideration until the proposed STR unit complies with minimum health and safety requirements.

**\*Notarized Property Owner Signature:**

I affirm that the information provided in this supplement is accurate and complete. I understand an STR permit may be revoked by the administrator if the permit holder has: 1) received more than 2 citations for violations of the Code of the City of Perry within the proceeding 12-month time period; or 2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten days after being notified in writing of such non-compliance; or 3) knowingly made a false statement in an application or supplement; or 4) otherwise become disqualified for the issuance of a permit under the terms of the Land Management Ordinance. I further understand that I must wait one year from the date of a revoked permit before an STR renewal permit can be issued.

Signature

8/21/2025

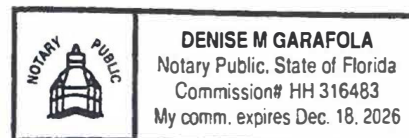
Date

**\*Notary Public signature and seal:**

Signature:

Date: 8/21/25

Seal:



**Application for Short-Term Rental Permit  
718 Charlse Drive, Apt. 3, Perry, GA 31030  
Additional Information**

**Proof of insurance**

Rental insurance meeting City requirement is included as Attachment 1.

**Copy of application for City of Perry Occupational Tax Certificate**

The City Occupational Tax Certificate application is included as Attachment 2

**Copy of proposed Host Rules**

The house rules we provide to all guests are included as Attachment 3.

**Plan for trash collection**

Guests will be required to put their trash in a City bin. Tenants in apartments 1 and 2 move the bin for apartment 3 out to the curb on Friday.

**The maximum number of occupants proposed at any given time**

The maximum number of occupants is 6 persons.

**Plot plan of the premises identifying location and number of parking spaces for the STR**

A plot plan is included as Attachment 4.

**Dimensioned floor plan of the STR identifying bedrooms other living spaces and emergency evacuation routes**

A dimensioned floor plan is included as Attachment 5.

**Copy of proposed written rental agreement to be executed between the owner and responsible Person**

A copy of

**Name and contact information for the homeowner's association, if any, of which the premises is subject to by restrictive covenants**

The property is not located in a homeowner's association and not bound by restrictive covenants.

**Other certifications and information deemed necessary and proper to ensure compliance with the LMO**

See Standards for Granting a Special Exception in Attachment 7.



**ATTACHMENT 1**  
**SHORT-TERM RENTAL INSURANCE**

---

**This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 USA NMA2868)**

---

Authority Reference Number: [REDACTED]

Certificate Number: [REDACTED]

Previous Number: [REDACTED]

---

Name and Mailing Address of Assured:  
Roberto Denis and Heidi Denis

[REDACTED]

The Named Insured Entity Type: Sole Proprietor

DBA Name:

Business Description: Vacation Rental

Location of Business (described premises):

<u>Location #</u>	<u>Location Address</u>
1	718 Charlse Drive, Perry, GA 31069

---

Effective from 04/10/2025 to 04/10/2026 both days at 12:01 a.m standard time

---

Property Insurance is effective as per Schedule of Participating Underwriters with Convex Insurance UK Limited , Percentage 30.0000%, HDI Global Specialty SE, Percentage 18.3030% and Certain Underwriters at Lloyd's, London, Percentage 51.6970%. General Liability Insurance is effective as per Schedule of Participating Underwriters with Certain Underwriters at Lloyd's, London, Percentage 82% and Convex Insurance UK Limited, Percentage 18%. Equipment Breakdown (if included) Property Coverage with Convex Insurance UK Limited 100%.

---

Forms attached hereto and special conditions: See Attached Schedule of Forms and Endorsements

---

Service of Suit may be made upon: See Form LMA5020 - Service of Suit

---

In the event of a claim, please notify the following: Proper Insurance Services - 888-631-6680

---

Premium, Taxes, Fees, and Service Charges:	Total GL Premium:	\$433.00
	Total Property Premium:	\$2,822.00
	Equipment Breakdown Premium:	\$62.00
	Total Premium:	\$3,317.00
	Fully Earned Policy Fees:	\$100.00
	Surplus Lines Tax:	\$136.68
	Municipality Tax:	\$0.00
	Stamping Fee:	\$0.00
	Fire Marshall Tax:	\$0.00
	Windstorm/MWUA:	\$0.00
	Other Fees:	\$0.00
	<b>Grand Total:</b>	<b>\$3,553.68</b>

---

**COMMERCIAL LIABILITY COVERAGE PART**

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000 Any One Person or Organization
Damage to Premises Rented to You	\$100,000 Any One Premises
Medical Expense Limit	\$0 Any One Person
Personal Liability	\$ Not Covered

Named Insured for Personal Liability (if any):

Additional Insured(s):

---

**COMMERCIAL PROPERTY COVERAGE PART**

Covered Cause of Loss: Special Form, CP1030

Replacement Cost for Building and Business Personal Property

Deductibles:           Standard Deductible: \$10,000  
                              Equipment Breakdown Deductible: \$1,000  
                              Wind Deductible: \$10,000

Optional Coverages:

- Ordinance or Law - Undamaged Portion of Building: Building(s) Limit
- Ordinance or Law - Increased Cost of Construction: \$50,000 Limit
- Bed Bug & Flea Extermination Plus Business Revenue - No Deductible: \$20,000 Limit
- Squatters & Eviction Expenses Plus Business Revenue - No Deductible: \$30,000 Limit
- Equipment Breakdown (Mechanical, Electrical, Pressure) Enhancement Endorsement: Included

Business Income and Extra Expense: Actual Loss Sustained Subject to a Maximum Limit of Insurance per Location Stated Below

<u>Location #</u>	<u>Limit Of Insurance</u>
1	\$78,750

Real Property Limits:

<u>Location #</u>	<u>Building #</u>	<u>Description</u>	<u>Building Limit</u>	<u>Business Personal Property Limit</u>
1	1	Tri-Plex	\$457,800	\$82,688

Mortgageholder (s):

<u>Location #</u>	<u>Building #</u>	<u>Mortgage Holder's Name and Mailing Address</u>
1	1	Cadence Bank, ISAOA/ATIMA Insurance Service Center, PO Box 863299, Plano, TX 75086

Remaining policy information on file with the Community Development office

---

Dated: 01/28/2025

by

Proper Insurance Services LLC  
50 Citizens Way, Suite 410  
Frederick, MD 21701  
P: 1.888.631.6680 F: 1.888.331.9299



Producer

**ATTACHMENT 2**  
**OCCUPATIONAL TAX CERTIFICATE APPLICATION**

Email	stayinperry@gmail.com
-------	-----------------------

## Starting a Business

License Type	Occupational Tax
--------------	------------------

Applicant Name	<b>First Name:</b> Roberto <b>Last Name:</b> Denis
----------------	---

Business Name	Short Term Rental 718 Charlse Drive, Apt 3
---------------	--

Physical Location	<b>Street Address:</b> 718 Charlse Drive <b>City:</b> Perry <b>State:</b> GA <b>Zip:</b> 31030
-------------------	---

Mailing Address	<b>Street Address:</b> 680 Valley Stream Drive <b>City:</b> Geneva <b>State:</b> FL <b>Zip:</b> 32732
-----------------	--

Business Phone Number	
-----------------------	--

Type of Business	Short Term Rental
------------------	-------------------

Is your business a LLC ( Limited Liability Company)	No
---	----

NAICS Code	531110
------------	--------

E-mail Address	
----------------	--

Number of Employees (Full-time Equivalent)	1
--	---

Full legal name of Owner	Roberto Denis
--------------------------	---------------

Owners Mailing Address	<b>Street Address:</b> 680 Valley Stream Drive <b>City:</b> Geneva <b>State:</b> FL <b>Zip:</b> 32732
------------------------	--

Owners Phone Number	
---------------------	--

Full legal name of Manager	Diana Perez
----------------------------	-------------

Manager Phone Number	7276033118
----------------------	------------

IRS EIN (Tax ID)	*****
------------------	-------

State License	
---------------	--

Lease/Settlement Agreement	Property Ownership Card.pdf
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<b>E-Verify</b>	E-Verify Affidavit.pdf
<b>SAVE Affidavit</b>	SAVE Affidavit.pdf
<b>Picture Identification</b>	RED License Front.jpg

## E-VERIFY AFFIDAVIT

Completion of this affidavit is required for new business license applicants and for renewing business licenses with more than 10 employees.

- Instructions:
1. Print your business name and address
  2. Indicate the number of employees
  3. Have your affidavit notarized

By executing this affidavit under oath, as an applicant for an occupational tax certificate (business license, occupational tax certificate, or other document required to operate a business) as referenced in O.C.G.A. 36-60-6(a), from the City of Perry, the undersigned applicant representing the private employer known as

**Roberto Denis** at **718 Charlse Dr.**

Name of business/private employer

Address

verifies one of the following with respect to my application for the above mentioned document:

Check One:

☒

On Jan. 1 of the below signed year the individual, firm, or corporation employed 10 or less employees

☐

On Jan. 1 of the below signed year the individual, firm, or corporation employed more than 10 employees

Complete this section if the individual, firm, or corporation employed more than 10 employees as of January 1, 2022.

The employer has registered with and utilized the federal work authorization program in accordance with applicable provisions and deadlines established in O.C.G.A. 36-60-6(a). The undersigned private employer attests that its federal work authorization number and date of authorization are as listed below.

Federal Work Authorization Number

Date of authorization

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 17-10-20, and face criminal penalties allowed by such statute.

Executed on the 18th date of August, 2025 in Oviedo (City) FL

Roberto Denis  
Signature of Authorized Officer or Agent

**Roberto Denis**

Printed Name of and Title of Authorized Officer or Agent



## Verifying Status for Public Benefit Application

### O.C.G.A. § 50-36-1(e)(2) Affidavit

- 1) ☒ I am a United States citizen.
- 2) ☐ I am a legal permanent resident of the United States.
- 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older, is a resident of the State of New York, and has provided at least one secure and verifiable document, as required by O.C.G.R. § 50-36-1(c)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as \_\_\_\_\_.

Driver's License

In making the above representation under oath, I understand that any person knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-2 and shall face criminal penalties as allowed by such criminal statute.

Executed in Oviedo (city), Florida (state).

Robert D. ...  
Signature of Applicant

Roberto Denis  
Printed Name of Applicant

SUBSCRIBED AND SWORN

**ATTACHMENT 3**  
**HOUSE RULES**

## **HOUSE RULES FOR ALL GUESTS**

1. Check in: 4pm
2. Check out: 10am
3. Quite Hours from 9pm to 8am
4. No Events or parties are allowed
5. No more than 6 guests allowed
6. No smoking, vaping or E cigs allowed inside or outside the apartment
7. No more than 2 pets allowed
8. No photography or filming allowed inside or on the property
9. Pick up after your pets
10. A maximum of 2 cars are allowed.
11. No parking on the grass.
12. Take trash out to the City-supplied bins

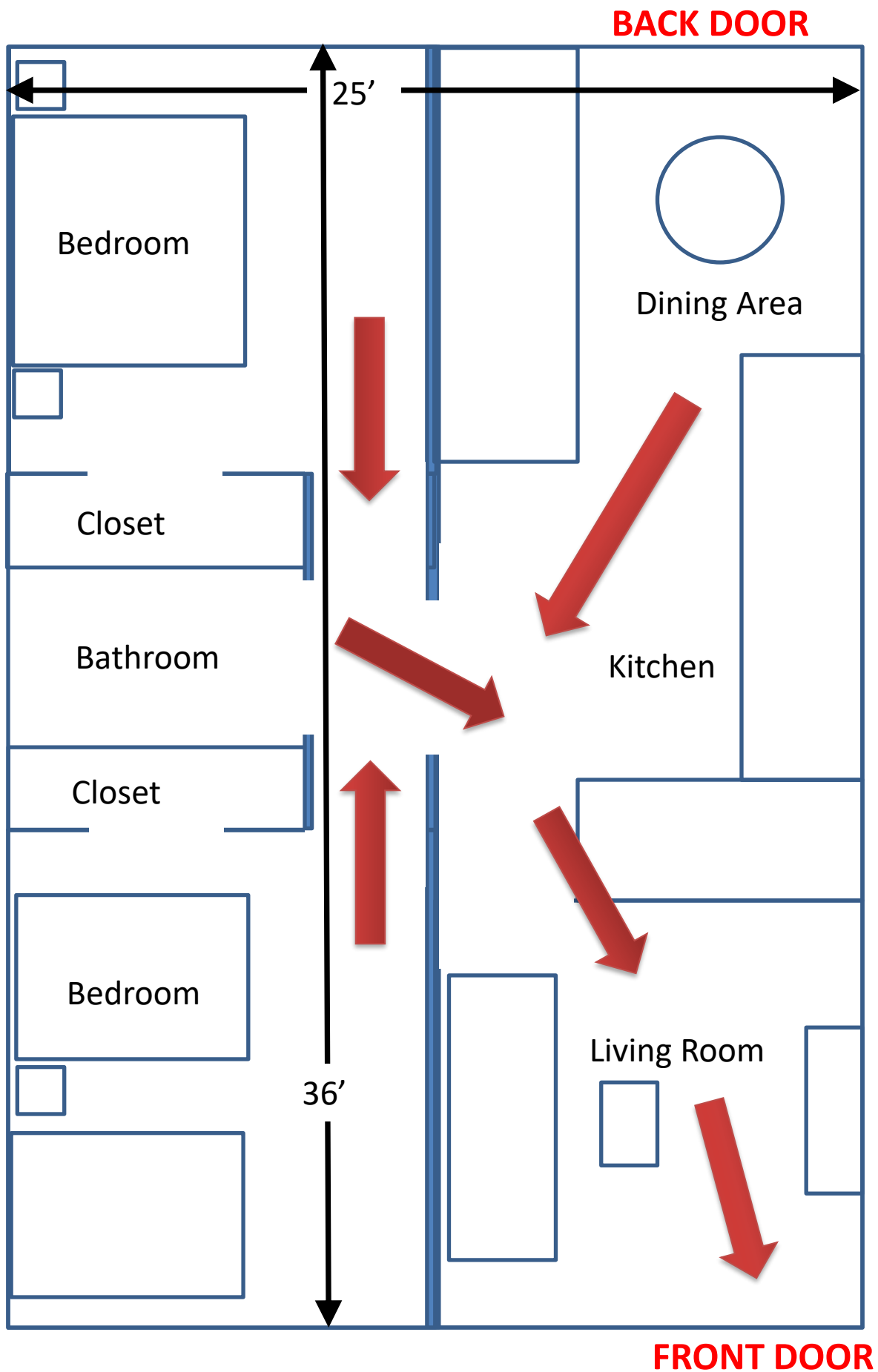
**ATTACHMENT 4**

**PLOT PLAN**





**ATTACHMENT 5**  
**FLOOR PLAN**





**ATTACHMENT 6**  
**AGREEMENT**

## **GUEST AGREEMENT INFORMATION**

The owners plan to use Airbnb to accept bookings to stay at the apartment. According to Section 4.2 of the Airbnb Terms of Service:

“When you accept a booking request, or receive a booking confirmation through the Airbnb Platform, you are entering into a contract directly with the Guest, and are responsible for delivering the Host Service under the terms and at the price specified in your Listing.”

The full Terms of Service are 38 pages, (available at:

[https://assets.airbnb.com/help/June\\_2025\\_Terms\\_of\\_Service\\_for\\_Users\\_Outside\\_of\\_the\\_EEA\\_UK\\_and\\_Australia\\_-\\_English.pdf](https://assets.airbnb.com/help/June_2025_Terms_of_Service_for_Users_Outside_of_the_EEA_UK_and_Australia_-_English.pdf) ) but in summary, key parts of the contract with the guests include:

- **Booking as Agreement:**

When a guest books and confirms a reservation, they enter into a contract with the host.

- **Host's Responsibilities:**

The host is responsible for providing the accommodation or service as described in the listing and agreed upon in the booking.

- **Guest's Responsibilities:**

Guests are required to respect the property, follow house rules, and leave the space in good condition.

- **Airbnb's Role:**

Airbnb acts as a payment processor, collecting payments from guests and remitting them to hosts.

- **Cancellation Policies:**

Airbnb's cancellation policies and refund policies may override the host's specific cancellation policy in certain situations.

- **Fees:**

Airbnb charges service fees to both hosts and guests, which are typically deducted from payouts.

- **Re-entry:**

Hosts retain the right to re-enter the accommodation for necessary reasons, as long as it's permitted by the contract and applicable law.

In the event that a stay is booked outside of Airbnb, the attached lease is used.

## SHORT TERM RENTAL AGREEMENT

This SHORT-TERM RENTAL AGREEMENT (the "Lease") dated this \_\_\_\_\_ is entered into between Roberto Denis (the "Lessor") and \_\_\_\_\_ (the "Guest") (individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Lessor leasing certain premises to the Guest and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### Leased Property

1. The Lessor agrees to rent to the Guest the property at 718 Charlse Drive, Apt. 3, Perry, GA (the "Property"), for use as short-term, non-primary, residential premises only. The following amenities are included with the Property:

- microwave
- dishwasher
- refrigerator
- washer and dryer
- wifi
- linens

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by the Guest as permanent housing, or for the purpose of carrying on any business, profession, or trade of any kind.

### Visitors

3. In no case will the Guest have more visitors than are permitted by the applicable fire code, and in no case shall the Guest permit visitors to stay overnight except with the prior written consent of the Lessor. Should the Lessor consider that any visitors are causing a disturbance or are otherwise not in compliance with this Lease, the Lessor may ask the Guest to remove the visitors or the Lessor may terminate this Lease as set out in the Termination for Breach clause, at the Lessor's option.

### Term

4. The term of the Lease commences at 4 PM (the "Check-In Time") on \_\_\_\_\_ and ends at 10 AM (the "Check-Out Time") on \_\_\_\_\_ (the "Term").

5. Under no circumstances will the Guest be permitted to stay for any additional nights at the Property, unless otherwise arranged with the Lessor or allowed in this Lease contract.

6. Lessor will Owner will provide Guest with an access code, which will unlock the front door to the Property. The code will be provided after full payment of the Rent is delivered to Lessor.

## Property Rules and Amenities

7. No pets or animals are allowed to be kept in or about the Property, with the exception of service animals, without Owner permission. If the Guest is found to have unpermitted pets on the Property, the Lessor may either require the Guest to remove the pets from the Property or immediately terminate the Lease, without reimbursement to the Guest, as set out in the Termination for Breach clause of this Lease. If the Guest fails to remove the pets from the Property after requested to do so by the Lessor, the Lessor may immediately terminate the Lease, without reimbursement to the Guest, as set out in the Termination for Breach clause in this Lease.
8. Under no circumstances will more than 6 people be permitted in the Property at one time, which is the maximum occupancy of the Property, in compliance with the fire code applicable to the Property.
9. Two parking spaces are provided to the Guest or their visitors in the driveway at the Property under the terms of this Lease and no vehicle may park on grass or other landscaped areas of the Property.
10. Internet will be provided at the Property for the guest during the Term of the Lease. Notwithstanding, access to the internet is provided as a convenience to the Guest, and such access is not integral to this Lease. No refund or discount will be given in case of the internet not functioning.
11. The Guest will not smoke or vape anywhere in the Property nor permit any visitors to smoke or vape in the Property.
12. The Lessor agrees to supply and the Guest agrees to use and maintain in reasonable condition, normal wear and tear excepted, all furnishings and amenities in the Property. Due to the residential nature of the Property, quiet hours are from 9:00 PM to 8:00 AM.

## Rent and Deposit

13. Subject to the provisions of this Lease, the rent for the Property is \_\_\_\_\_ for the Term (the "Rent"). A refundable deposit ("Deposit") of \_\_\_\_\_ is also required to address damage of the Property if it occurs.
14. The Guest will pay an initial payment of \$\_\_\_\_\_ upon booking. The initial payment is non-refundable and will be applied toward the rental rate. An additional \$\_\_\_\_\_ is due by \_\_\_\_\_. The Deposit is also due by \_\_\_\_\_. As stipulated in Condition 17, the Cleaning Fee is also due prior to \_\_\_\_\_.
15. The Guest will send the Rent to the Lessor at: \_\_\_\_\_, or at such other place as the Lessor may later designate, by cash or check, or online payment platform.
16. Any late fees incurred by the Guest will be collected by the Lessor through any legal means available.

## **Cleaning Fees**

17. The Guest will be charged an additional fee for cleaning ("Cleaning Fee") of \$\_\_\_\_\_ due by \_\_\_\_\_. Any reasonable costs related to the regular cleaning of the property will be included in the Cleaning Fee. The Cleaning Fee does not include any excessive cleaning costs.

18. If the Property requires excessive cleaning, that is, above and beyond the regular cleaning generally required in order to return the Property to the state it was in prior to the Guest's stay, due to any cause, such as from a party or large gathering, the Guest shall be charged for such excessive cleaning at a reasonable rate, which may be recovered from the Deposit. If such costs exceed the Deposit, Lessor reserves the right to recovery by any legal means.

## **Termination for Breach**

19. The Lessor may terminate the Lease immediately and without notice if the Guest violates or breaches any term of this Lease. Upon the Guest's breach, the Lessor may require the Guest to vacate the Property, which the Guest must do immediately upon request. No rental costs will be reimbursed, and the Guest will be responsible for the payment of the entire Term of the Lease as stated in this Lease agreement.

## **Early Termination of Lease by Guest**

20. The Guest may not terminate this Lease prior to the stated Check-Out Time. If the Guest leaves the Property prior to the Check-Out Time, the Guest is still responsible for the payment of the entire Term of the Lease as stated in this Lease agreement.

## **Lessor Access**

21. The Lessor may enter the Property at any time in the case of an emergency to protect the Property. In cases of non-emergency, the Lessor may enter the Property upon reasonable notice to the Guest, at a reasonable time, and in compliance with the Act, in order to complete repairs, maintenance or improvements, or to inspect the Property. The Guest shall not unreasonably withhold consent for the Lessor to enter the Property for the stated purposes. The Lessor shall not abuse the rights of access, harass the Guest, or otherwise infringe on the Guest's right to quiet enjoyment of the Property during the Term.

## **Quiet Enjoyment**

22. The Lessor covenants that on paying the Rent and performing the covenants contained in this Lease, the Guest will peacefully and quietly have, hold, and enjoy the Property for the agreed Term of the Lease, subject to any early termination as provided in this Lease.

## **Inspections**

23. The Guest will note any major items of damage at the beginning and at the end of the Term of this Lease.

## **Guest Improvements**

24. The Guest may not make any improvements, alterations or constructions to the Property. Improvements, alterations and constructions include but are not limited to the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

## **Utilities and Maintenance**

25. All utilities and maintenance in relation to the Property are included in the Rent and will be paid by the Lessor, except as otherwise provided in this Lease.

26. Notwithstanding any other term in this contract, the Guest will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the Term of the Lease.

27. The Guest will leave the Property at the end of the Term in the same condition it was found at the beginning of the Term. If the Guest leaves the Property in a state that requires additional maintenance and repair, the Guest agrees to pay for the costs of returning the Property to the condition it was found prior to the Guest's stay. Such payment will be automatically deducted from the Deposit. If such costs exceed the Deposit, Lessor reserves the right to recovery by any legal means.

28. Any major maintenance or repair of the Property which is not due to the Guest's misuse, waste, or neglect or that of the Guest's employee, family, agent, or visitor, will be the responsibility of the Lessor, and at the cost of the Lessor.

## **Rental Rules**

29. The Guest agrees that they will not use the Property to host any parties, large gatherings (in excess of the maximum guest capacity) or events that will disturb other tenants or neighbors of the Property; or that will violate the maximum occupancy limits as stated in this Lease. Should the Lessor reasonably determine that the Guest has violated this clause by hosting a party, large gathering or event, the Lessor may terminate the Lease as set out in the Termination for Breach clause of this Lease.

### **Additional Fees**

30. If any additional fees are charged during the course of the Lease, or any amounts remain unpaid after the Term of the Lease, the outstanding amount must be paid to the Lessor within 7 days after check-out, in the method and at the location required by the Lessor, or Lessor has the right to deduct such amounts from the Deposit.

### **Cancellation**

31. If the Lessor cancels the booking for any reason and through no fault of the Guest, the Guest will receive a full refund of all amounts paid, and the Guest will release the Lessor from any claims against the Lessor.

### **Insurance**

32. The Guest is hereby advised and understands that the personal property of the Guest is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such loss.

### **Lessor Liability**

33. The Guest agrees to indemnify and hold harmless the Lessor, and the owner of the Property where different from the Lessor, for any and all claims of property damage and personal injury to the Guest or their visitors from any cause arising from the use of the Property.

34. The Guest is responsible for any person or persons who are upon or occupying the Property or any other part of the Lessor's premises at the request of the Guest, either express or implied, whether for the purposes of visiting the Guest, making deliveries, repairs or attending upon the Property for any other reason.

### **Attorney Fees**

35. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

### **Governing Law**

36. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Georgia.

### **Severability**

37. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

38. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.



## **Amendment of Lease**

39. This Lease may only be amended or modified by a written document executed by the Parties.

## **Assignment and Subletting**

40. The Guest will not assign this Lease, nor sublet or grant any concession or license to use the Property or any part of the Property without the prior written consent of the Lessor. A consent by the Lessor to one assignment, subletting, concession or license, will not be deemed to be a consent to any subsequent assignment, subletting, concession or license. Any assignment, subletting, concession or license, without the prior written consent of the Lessor, or an assignment or subletting by operation of law, will be void and will, at the Lessor's option, terminate this Lease.

## **Damage to Property**

41. The Lessor will provide and keep the Property in a habitable and safe condition during the Term of the Lease. If the Property should be damaged other than by the Guest's negligence or willful act or that of the Guest's employee, family, agent, or visitor and the Lessor decides not to rebuild or repair the Property, the Lessor may end this Lease by giving appropriate notice.

## **Care and Use of Property**

42. The Guest will promptly notify the Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Lessor.

43. The Guest will not engage in any illegal trade or activity on or about the Property.

44. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

45. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Guest will promptly notify the Lessor in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Guest. The Lessor will promptly respond to any such written notices from the Guest.

46. At the expiration of the Term of this Lease, the Guest will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

## **Prohibited Activities and Materials**

47. The Guest will not keep or have on the Property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

48. The Guest will not perform any activity on the Property or have on the property any article or thing that the Lessor's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.

49. The Guest is prohibited from:

- a. the storage of expensive articles on the Property if it creates an increased security risk; and
- b. the growing of, or storage of, medical marijuana on the Property.

50. The Guest will not perform any activity on the Property that the Lessor feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

### **Rules and Regulations**

51. The Guest will obey all laws, the rules and regulations of the Lessor, and any applicable condominium or homeowners' association rules and regulations, regarding the Property.

### **Parties' Contact Information**

52. For any matter relating to this Lease, the Guest may be contacted at the phone number and email below:

a. Phone: \_\_\_\_\_

b. Email: \_\_\_\_\_

The Guest's address for notice is: \_\_\_\_\_

53. For any matter relating to this Lease, the Lessor may be contacted at the phone number and email below:

a. Phone: [REDACTED]

b. Email address: [REDACTED]

The Lessor's address for notice is: 680 Valley Stream Drive, Geneva, FL 32732

54. A notice given in respect to this Lease will be deemed delivered when hand-delivered to the Party or the Party's agent or, if mailed, when mailed by certified mail, postage prepaid, to the Party's address as stated in this Lease or later agreed upon, on the date shown on the postmark of the envelope in which such notice is mailed.

### **General Provisions**

55. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

56. Any waiver by the Lessor of any failure by the Guest to perform or observe the provisions of this Lease will not operate as a waiver of the Lessor's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Lessor's rights in respect of any subsequent default or breach.

57. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

58. All sums payable by the Guest to the Lessor pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Lessor as rental arrears.

59. Where there is more than one Guest executing this Lease, all Guests are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

60. The Guest will not tamper with locks, security systems, cameras, wifi, fire alarms, smoke detectors, carbon monoxide detectors, and the like. If any issues with the above occur, the Guest is to immediately contact the Lessor.

61. Any items left behind belonging to the Guest will be held by the Lessor for a period of 30 days, after which the Lessor may dispose of the items, without incurring any liability for such disposal. The Lessor will make all reasonable efforts to contact the Guest regarding the items as soon as the items are found by the Lessor. The Guest will be responsible for any costs arising from the disposal, holding and return of the items.

62. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

63. This Lease and the Guest's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

64. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

65. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.

66. Time is of the essence in this Lease.

IN WITNESS WHEREOF Roberto Denis and \_\_\_\_\_ have duly affixed their signatures on this \_\_\_\_ day of \_\_\_\_\_.

Primary guest: \_\_\_\_\_

Lessor: \_\_\_\_\_

## **STAFF REPORT**

From the Department of Community Development  
October 30, 2025

**CASE NUMBER:** SUSE-0191-2025  
**APPLICANT:** Shameka L. Walker  
**REQUEST:** A Special Exception to allow a home daycare as a residential business  
**LOCATION:** 313 Wax Myrtle Way; Parcel No: 0P0820 029000

**REQUEST ANALYSIS:** The subject property owner wants to operate a daycare home for up to six (6) children in a portion of the house as a residential business.

Residential businesses are small offices or small-scale retail or service businesses in which customers or clients come to the house and are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes.

### **STANDARDS FOR SPECIAL EXCEPTIONS:**

1. *Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*  
The primary use of the structure is a single-family home, which fits the Suburban Residential character area, as this area is identified in the Joint 2022 Comprehensive Plan.
2. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*  
The proposed use will not negatively impact the flow of traffic or pedestrian safety. There is ample space in the driveway of the residence for pick-up and drop-off, and the primary use of the dwelling is as a residence.
3. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*  
The secondary use of the dwelling as a daycare home should have no impact on surrounding uses and properties.
4. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?*  
Drop-off and pick-up will occur in the driveway of the dwelling, eliminating the potential for impact on nearby properties. There shall be no changes made to the home or business activity conducted outside of the home that could negatively impact surrounding properties with regard to noise, light, glare, smoke, or odor.
5. *Will the height, size, and/or location of proposed structures be compatible with the height, size, and/or location of structures on nearby properties in the vicinity?*  
There are no changes being made to the structure. It remains a single-family home in a residential area.

6. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*

There is no expected expansion of the proposed use.

7. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*

Services already exist to the property; there is no excessive burden expected.

**Staff Recommendation:**

Staff recommends approval as submitted.

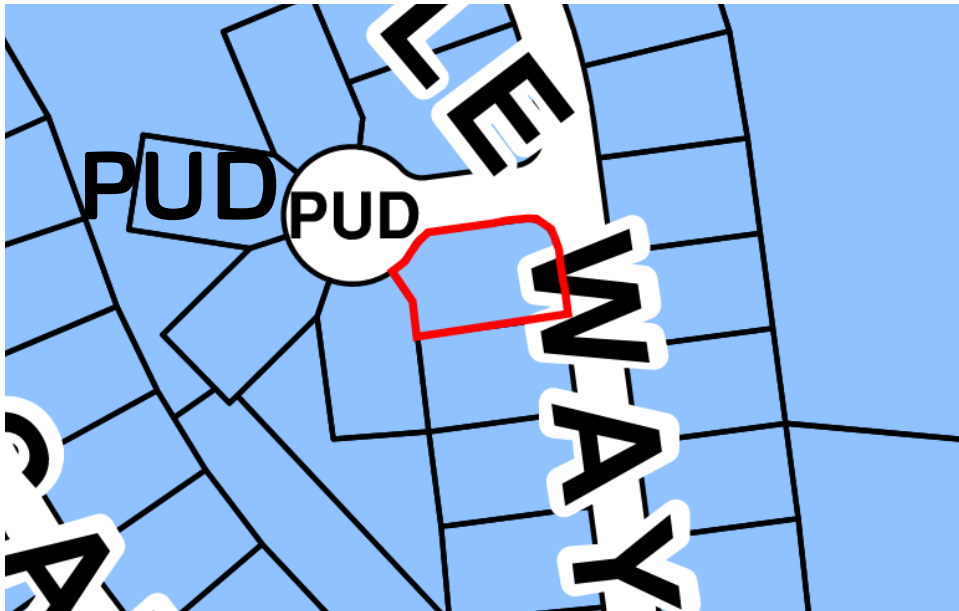


SUSE-0191-2025

313 Wax Myrtle Way

Special Exception to allow a  
home daycare as a  
residential business.

Aerial



Zoning



Character Area





Where Georgia comes together.

Application # SUSE 0797-2025

## Application for Special Exception

Contact Community Development (478) 988-2720

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Shameka L. Walther	Joseph D. Walther
*Title	Director / owner	
*Address	313 Waxmyrtle Way	
*Phone	[REDACTED]	

### Property Information

*Street Address	313 Waxmyrtle Way
*Tax Map Number(s)	DP0820
*Zoning Designation	R3


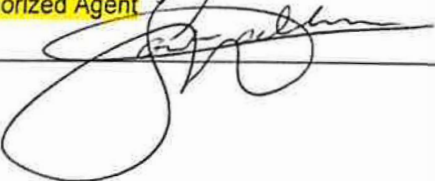
### Request

\*Please describe the proposed use:

Home Daycare

### Instructions

1. The application and **\*\$325.00 fee** (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. **\*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards).** See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. **\*For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.**
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. **\*The applicant must be present at the hearings to present the application and answer questions that may arise.**
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. **\*Signatures:**

*Applicant		*Date	9/29/25
*Property Owner/Authorized Agent		*Date	9/29/2025



## Application for special exemption Answers

### Page 2 – Standards Responses (without fenced yard)

#### 1. Comprehensive Plan compliance

"The proposed use supports the City's Comprehensive Plan by providing access to quality childcare, which serves working families and strengthens the community."

#### 2. Traffic / pedestrian safety

"Traffic will be minimal, limited to parent drop-off and pick-up. The driveway and surrounding street can safely accommodate vehicles, and children will remain supervised on the property."

#### 3. Hours and manner of operation

"Hours will be Monday–Friday, approximately 7:30 AM – 5:30 PM. Operations will primarily take place inside the home, with structured, supervised playtime."

#### 4. Parking / noise / impact on neighbors

"Driveway will be used for parking during drop-off and pick-up. Noise levels will be comparable to a normal family home with children. No excessive light, glare, smoke, or odor will result from operations."

#### 5. Height, size, location of structures

"No changes to the home's structure are proposed. The daycare will operate within existing residential space."

#### 6. Parcel size adequacy

"The home provides sufficient indoor space to safely accommodate up to 6 children, meeting Georgia's minimum square footage requirements for licensed family childcare programs."

#### 7. Burden on city services

"The proposed use will not place an excessive burden on city streets, utilities, or services. The scale of operations is consistent with residential use."

#### 8. This property does have an HOA.

September 25, 2025

City of Perry Community Development  
P.O. Box 2030  
Perry, GA 31069

RE: Consent for Special Exception Application – 313 Wax Myrtle Way, Perry, GA 31069

To Whom It May Concern:


I, Joseph Walker, am the sole property owner of the residence located at 313 Wax Myrtle Way, Perry, GA, 31069, as recorded with Houston County property records.

I hereby authorize my wife, Shameka Walker, to apply for and operate a Family Child Care Learning Home (daycare) at the above property address, subject to approval by the City of Perry and all applicable state and local regulations.

I fully consent to the use of the residence for this purpose and affirm that I have no objection to the proposed special exception request.

Sincerely,

Joseph Walker  
Property Owner  
[REDACTED]  
[REDACTED]

 10/5/25  
Della Burke  
Notary Public  
Houston County, Georgia



## **STAFF REPORT**

From the Department of Community Development  
October 30, 2025

**CASE NUMBER:** SUSE-0192-2025  
**APPLICANT:** Brittany Ross  
**REQUEST:** A Special Exception to allow a home daycare as a residential business  
**LOCATION:** 219 Rusty Plow LN; Parcel No: 0P0910 069000

**REQUEST ANALYSIS:** The subject property owner wants to operate a daycare home for up to six (6) children in a portion of the house as a residential business.

Residential businesses are small offices or small-scale retail or service businesses in which customers or clients come to the house and are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes.

### **STANDARDS FOR SPECIAL EXCEPTIONS:**

1. *Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*  
The primary use of the structure is a single-family home, which fits the Suburban Residential character area, as this area is identified in the Joint 2022 Comprehensive Plan.
2. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*  
The proposed use will not negatively impact the flow of traffic or pedestrian safety. There is ample space in the driveway of the residence for pick-up and drop-off, and the primary use of the dwelling is as a residence.
3. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*  
The secondary use of the dwelling as a daycare home should have no impact on surrounding uses and properties.
4. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?*  
Drop-off and pick-up will occur in the driveway of the dwelling, eliminating the potential for impact on nearby properties. There shall be no changes made to the home or business activity conducted outside of the home that could negatively impact surrounding properties with regard to noise, light, glare, smoke, or odor.
5. *Will the height, size, and/or location of proposed structures be compatible with the height, size, and/or location of structures on nearby properties in the vicinity?*  
There are no changes being made to the structure. It remains a single-family home in a residential area.

6. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*

The parcel is primarily being used as a single-family home, and that shall not change. There is also no expected expansion of the proposed ancillary use.

7. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*

Services already exist to the property; there is no excessive burden expected.

**Staff Recommendation:**

Staff recommends approval as submitted.

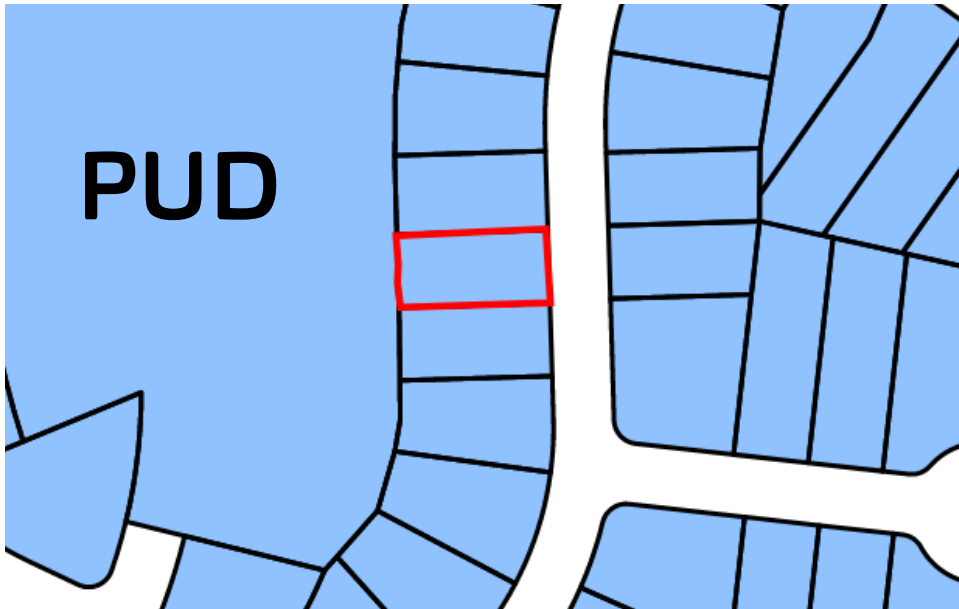


SUSE-0192-2025

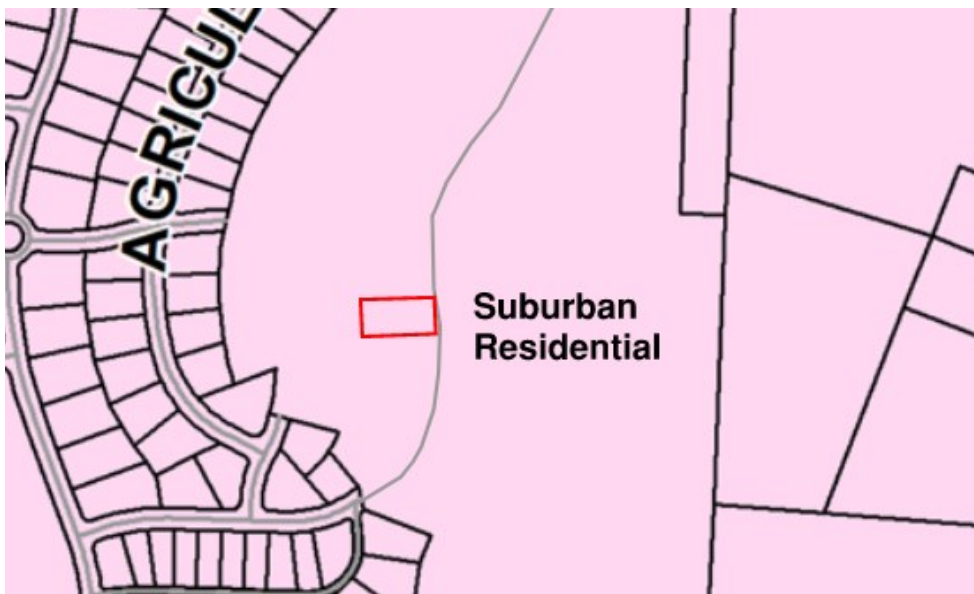
219 Rusty Plow LN

Special Exception to allow a home daycare as a residential business.

Aerial



Zoning



Character Area





Where Georgia comes together.

Application # SUSE 0192-2025

## Application for Special Exception

Contact Community Development (478) 988-2720

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Brittany Ross	Phildarius Jacques Ross
*Title	Daycare Provider/Applicant	Homeowner/Spouse
*Address	219 Rusty Plow Lane Perry, GA 31069	219 Rusty Plow Lane Perry, Ga 31069
*Phone	[REDACTED]	[REDACTED]
*Email	[REDACTED]	[REDACTED]

### Property Information

*Street Address	219 Rusty Plow Lane Perry, GA 31069
*Tax Map Number(s)	0P0910069000
*Zoning Designation	PUD

### Request

\*Please describe the proposed use:  
requesting approval for a special Exception to operate a family childcare learning home (home daycare) for up to 6 children as permitted under Georgia Decat regulations

### Instructions

1. The application and **\*\$325.00 fee** (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. **\*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.**
3. **\*For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.**
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. **\*The applicant must be present at the hearings to present the application and answer questions that may arise.**
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. **\*Signatures:**

*Applicant	Brittany Ross	*Date	10/6/2025
*Property Owner/Authorized Agent	Phildarius Jacques Ross	*Date	10/6/2025



Standards for Granting a Special Exception

The applicant bears the burden of proof to demonstrate that an application complies with these standards.

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? There are no known covenants or deed restrictions on the property that would prevent operating a licensed family child care business.

- (1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property: The proposed family child care learning home is a small, home based business that is consistent with residential use and does not conflict with the Comprehensive Plan.
- (2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity: The daycare will serve a limited number of children, so traffic will be minimal.
- (3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity: The daycare will operate during typical daytime hours 6:30am - 6:00pm and will not create disruptive noise, lighting or parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor.
- (4) Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties in the vicinity: No new buildings or additions are proposed. The daycare will be conducted entirely inside the existing house.
- (5) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use: and The property's house and fenced yard when we get the fence provide adequate space for licensing, as well as safe for the proposed use.
- (6) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools: The daycare will not place an excessive burden on existing streets, utilities, or schools. It will use normal residential

- 1.) (continued)... with the city of Perry Comprehensive Plan. Revised 7/1/2025
- 2.) (continued)... minimal. Drop off and pickup will occur in the home's driveway, keeping street traffic and pedestrian risks very low.
- 3.) (continued)... activities that would negatively affect neighboring properties.
- 4.) (continued)... parking or refuse areas are needed. Household waste service will continue as usual with no extra burden.
- 5.) (continued)... existing home and in the fenced backyard play area when we get one. The height, size, and placement remain compatible with neighboring residences.
- 6.) (continued)... outdoor play and appropriate indoor area.
- 7.) (continued)... utility ~~services~~ <sup>services</sup> and will not require new local services.
- (continued)... care learning home within the existing residential zoning district.



# Letter of Consent for Family Child Care Learning Home

Date: Oct. 6, 2025

To Whom It May Concern,

I, Phildarius Jacquez Ross (full legal name of homeowner), am the legal homeowner of the property located at:

Property Address: 219 Rusty Plow Lane, Perry, Ga 31069

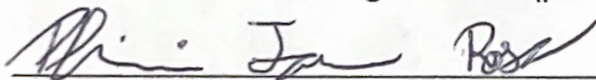
I hereby give my full consent and permission to my spouse, Brittany Ross, to operate and manage a Family Child Care Learning Home business, known as Baby Cakes & Dreams Learning Center, at the above address.

I understand that this letter serves as my written authorization for her to use the premises for the purpose of applying for and maintaining all required childcare licenses, permits, and inspections as required by the Georgia Department of Early Care and Learning (DECAL) and any other relevant authorities.

I further acknowledge that I am aware of and support the use of our home for this purpose.

Sincerely,

Phildarius Jacquez Ross  
Homeowner's Full Legal Name (print)

 P.J.R.  
Signature of Homeowner

Date: Oct. 6, 2025

Kimberly Spivey  
NOTARY PUBLIC  
HOUSTON COUNTY, GEORGIA  
My Commission Expires 09/16/2029





## **STAFF REPORT**

From the Department of Community Development  
October 30, 2025

**CASE NUMBER:** SUSE-0193-2025  
**APPLICANT:** Sarah Stinson  
**REQUEST:** A Special Exception to allow a residential business  
**LOCATION:** 1300 North Ave; Parcel No: 0P0080 021000

**REQUEST ANALYSIS:** The subject property owner wants operate a home bakery in a portion of the house as a residential business.

Residential businesses are small offices or small-scale retail or service businesses in which customers or clients come to the house and are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes.

### **STANDARDS FOR SPECIAL EXCEPTIONS:**

1. *Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?* The dwelling is in a suburban residential character area in the 2022 Joint Comprehensive Plan, which calls for a mix of housing types within walking distance of commercial services.
2. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?* The incidental use of the property as a bakery should not negatively impact the volume or flow of traffic in the area. Clients are required to park in the driveway of the premises, where there is enough room to accommodate up to 4 mid-sized vehicles.
3. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?* The secondary use of the dwelling as a home bakery should have no impact on surrounding uses and properties.
4. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?* There should be no negative impact on surrounding properties. The secondary use will take place within the footprint of the home, as required by the ordinances. Ample parking is available on the site, and no noise, light, glare, smoke, or odor pollution, resulting from the incidental use, is expected.
5. *Will the height, size, and/or location of proposed structures be compatible with the height, size, and/or location of structures on nearby properties in the vicinity?* The structure is a single-family dwelling; the primary use of the structure remains unchanged.
6. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?* There is no future growth expected for this parcel. The dwelling is in an established subdivision.

7. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*
- The proposed use will not cause an excessive burden on any services or utilities. The dwelling is still being used as a single-family home; all services are already provided.

**Staff Recommendation:**

Staff recommends approval as submitted.

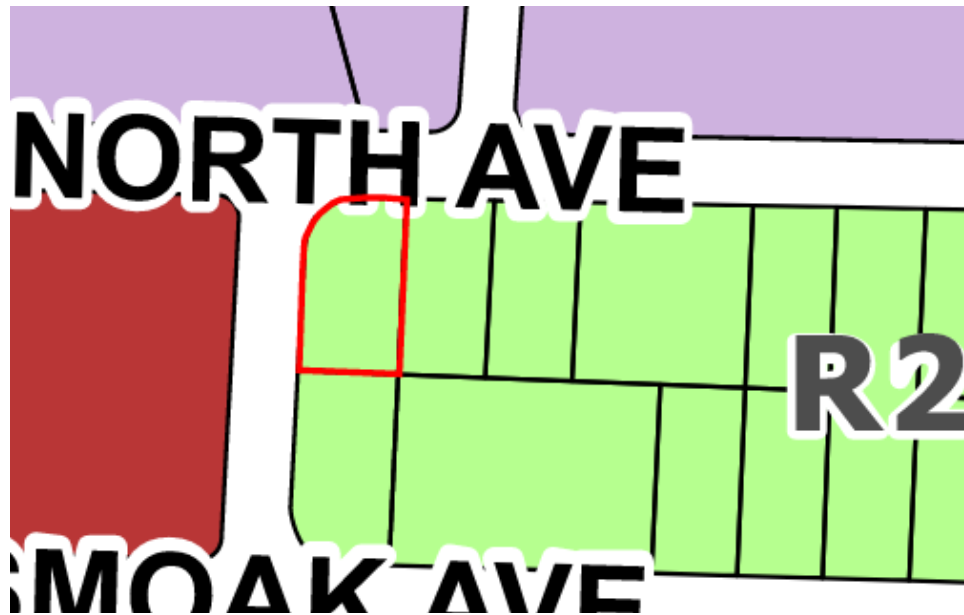


SUSE-0193-2025

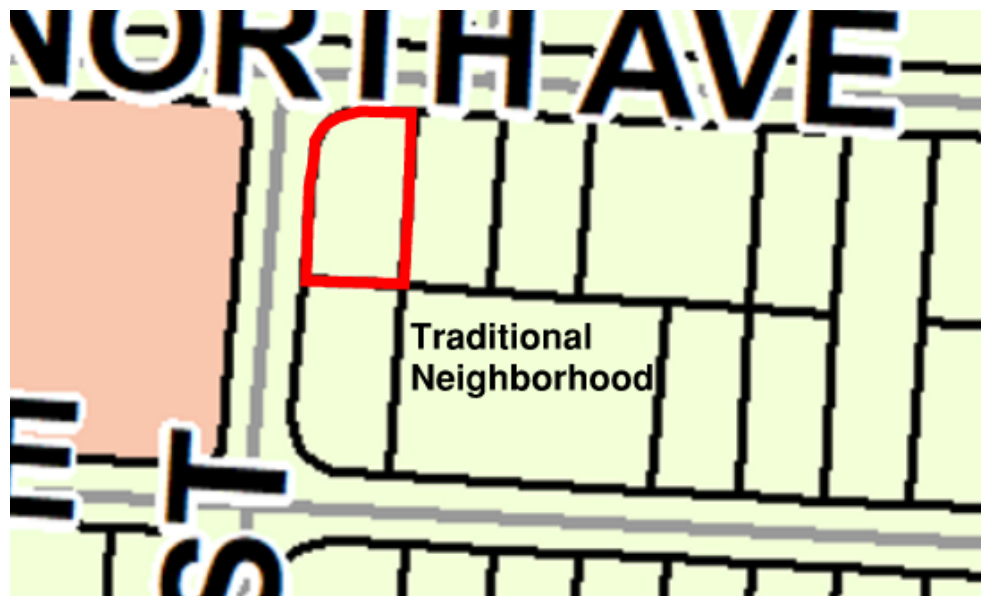
1300 North Ave

Special Exception to allow a  
a home bakery as a  
residential business

Aerial



Zoning



Character Area



Where Georgia comes together.

Application # SUSE 019 3-2025

## Application for Special Exception

Contact Community Development (478) 988-2720

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Sarah Stinson	FHG Property Management- Angela Turner
*Title	Owner/Baker	Associate Broker/Property Manager
*Address	1300 North Ave Perry, GA 31069	2525 Moody Rd St 125 Warner Robins, Ga 31088
*Email		

### Property Information

*Street Address	1300 North Ave Perry GA 31069 United States
*Tax Map Number(s)	0P0080 021000
*Zoning Designation	R2

### Request

\*Please describe the proposed use:

See attached pdf.

### Instructions

1. The application and \*\$325.00 fee (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. \*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. \*For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. \*The applicant must be present at the hearings to present the application and answer questions that may arise.
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. \*Signatures:

*Applicant		*Date	10/06/25
*Property Owner/Authorized Agent		*Date	10/06/2025

## **Special Exception Application – Supporting Statement**

### **Proposed Use:**

The proposed use of my residence is to operate a home-based cottage bakery in accordance with Georgia Cottage Food Regulations. The bakery will involve the preparation and sale of non-potentially hazardous baked goods such as cookies, cakes, and similar items, all produced in my residential kitchen. In addition to fulfilling custom orders, I intend to provide a small self-serve bakery cart located on my front porch where pre-packaged baked goods will be available for purchase. This arrangement will allow residents of Perry and surrounding communities to shop locally and enjoy handcrafted baked items made within the community. Clients who place custom orders will also be able to pick up their orders directly from my residence by appointment. The business will remain low-impact, with limited customer traffic, no on-site consumption, and no structural modifications to the property, ensuring compatibility with the surrounding residential area while supporting local economic and community growth.

### **Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?**

There are no known covenants or deed restrictions that would preclude the operation of a home-based cottage bakery or related uses under the current zoning designation.

### **Standards for Granting a Special Exception**

**(1)** The proposed cottage bakery aligns with the City of Perry's Comprehensive Plan by supporting small business development, home-based entrepreneurship, and local economic vitality. It provides residents with locally made goods and fosters community engagement without altering the residential character of the neighborhood.

**(2)** The operation will have minimal traffic impact. Customers will visit intermittently for brief porch pickups or to collect pre-ordered items by appointment. No on-site consumption or large gatherings will occur, and no additional traffic control measures are anticipated or required.

**(3)** Operations will occur during normal daytime hours, generally between 9:00 a.m. and 6:00 p.m., with occasional pre-scheduled pickups outside that range as needed. All activities will take place within the home or on the front porch, ensuring there is no noise, lighting, or disturbance to nearby properties.

**(4)** Customer visits will be brief, typically involving one vehicle at a time, utilizing existing residential parking spaces or driveway areas. There will be no commercial delivery trucks, loud equipment, or refuse collection beyond standard household service. The baking process will not produce smoke, odor, or noise that would affect adjacent properties.

**(5)** No new structures or exterior modifications are proposed. The self-serve cart will be a small, unobtrusive fixture located on the front porch and consistent with the residential scale and aesthetic of surrounding homes.

**(6)** The property is adequately sized to accommodate this small-scale home occupation. The nature of the business does not require expansion, outdoor activity, or additional structures, ensuring that it remains contained within the existing residential footprint.

**(7)** The proposed cottage bakery will not impose any additional burden on public infrastructure or city services. Utilities will be used at typical residential levels, and the business will not generate waste, traffic, or service needs beyond those of an average household.

08/26/2025

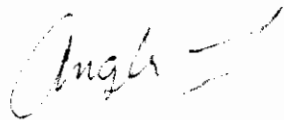
1300 North Avenue

Perry, GA 31069

To whom it may concern,

This letter confirms that Sarah Stinson is authorized to operate a small bakery at the property located at 1300 North Avenue, Perry, Georgia.

Thank you,



Angela Turner

Associate Broker/Property Manager



10/31/2025

Dajsha Robinson  
NOTARY PUBLIC  
HOUSTON COUNTY, GEORGIA  
My Commission Expires  
12/26/2028

## **STAFF REPORT**

From the Department of Community Development  
November 3, 2025

**CASE NUMBER:** SUSE-0195-2025  
**APPLICANT:** Don Carter  
**REQUEST:** A Special Exception to allow a commercial storage facility  
**LOCATION:** 0 Perry Pkwy; Parcel No: 0P0340 026000

**REQUEST ANALYSIS:** The subject property owner wants to build and operate a commercial storage facility, totaling 79,950 sq ft, on a 5.71 AC portion of a 23.40 AC lot located at the Northwest corner of the U.S. Highway 41 and Perry Parkway intersection. This facility is going to be part of a larger development with three other retail/office uses.

### **STANDARDS FOR SPECIAL EXCEPTIONS:**

1. *Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*  
The parcel is in a Suburban Residential character area in the Joint 2022 Comprehensive Plan, which calls for a mix of residential and neighborhood-level commercial uses. The facility will serve the nearby residential developments with no current access to similar services.
2. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*  
The use is not expected to increase traffic beyond the levels that are estimated for this corridor. However, traffic for additional uses could have an impact, and will have to be reviewed upon submission of the proposed development plan(s).
3. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*  
The proposed use is not expected to operate in a manner that is unlike any other neighborhood-level commercial uses. It is not normal for storage facility users to crowd the facility; users are known to visit the space in windows of time that usually allow each user the opportunity to move freely around the facility.
4. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?*  
There is no expected adverse effects with regard to noise, light, glare, smoke, or odor. The developer will be required to maintain a significant landscape buffer between this parcel and any residentially zoned parcels that are adjacent to it.
5. *Will the height, size, and/or location of proposed structures be compatible with the height, size, and/or location of structures on nearby properties in the vicinity?*  
Currently, some of the land adjacent to this parcel is undeveloped. The remaining land immediately surrounding the land is developed with varied commercial uses, school tennis courts, and a residential parcel along the southeast end of the parcel. The potential development will create a commercial anchor on this



section of Perry Parkway. It will not fit the current landscape; however, it is expected to fit the scale of future commercial developments in this area.

6. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*

The parcel is sufficient size for the proposed development.

7. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*

Utilities are available on the parcel; however, sewer capacity is limited. Developers are required to identify sewer needs as part of the development review process. Staff will review the request and determine availability during that process.

**Staff Recommendation:** Approval as submitted.

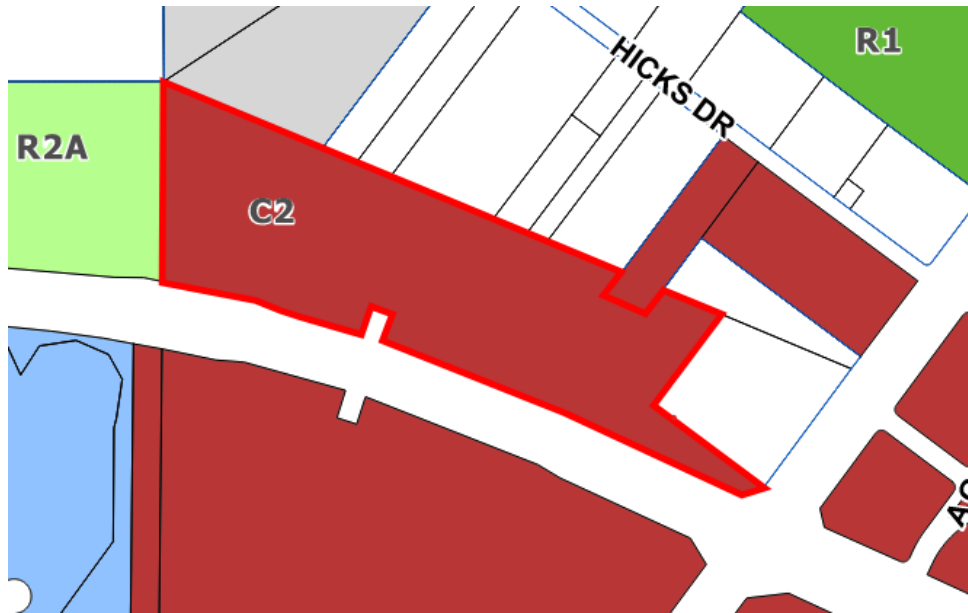


SUSE-0195-2025

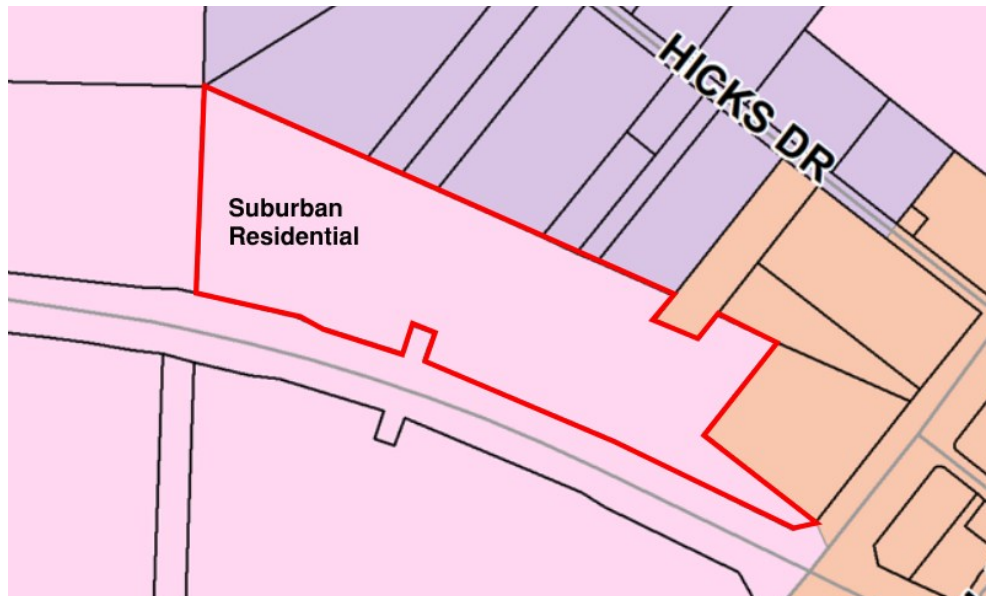
0 Perry Pkwy

Special Exception to allow  
a self-storage facility

Aerial



Zoning



Character Area



Where Georgia comes together.

Application # SUSE 0195-2025

## Application for Special Exception

Contact Community Development (478) 988-2720

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Don Carter, P.E.	Clint Ward
*Title	Principal	Principal
*Address	6310 Peake Road, Suite 200, Macon, GA 31210	5402 New Forsyth Road, Macon, GA 31210
*Phone		
*Email		

### Property Information

*Street Address	Northwest corner of the U.S. Highway 41 and Perry Parkway Intersection	
*Tax Map Number(s)	0P0340 026000	*Zoning Designation C2

### Request

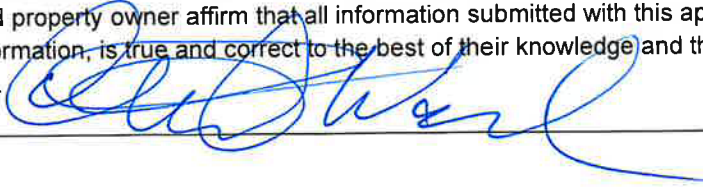

**\*Please describe the proposed use:**

Applicant request a special exception of 23.40 acres at the northwest intersection of US Highway 41 and Perry Parkway that is currently zoned C2 to allow a commercial storage facility.

The property includes four separate development areas. The initial development is planned for a commercial storage facility and the following three include future office/retail which will comply with the current C2 zoning.

### Instructions

1. The application and **\*\$325.00 fee** (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. **\*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards).** See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. **\*For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.**
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. **\*The applicant must be present at the hearings to present the application and answer questions that may arise.**
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. **\*Signatures:**

*Applicant		*Date 10/2/2025
*Property Owner/Authorized Agent		*Date 10/2/2025

**Standards for Granting a Special Exception**

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property;
- (2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity;
- (3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity;
- (4) Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor;
- (5) Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties in the vicinity;
- (6) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and
- (7) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.

Revised 7/1/2025

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**Project Narrative – South Perry Parkway Storage Facility**

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Applicant request a special exception to allow a commercial storage facility on a portion of the 23.40 acres at the northwest intersection of US Highway 41 and Perry Parkway that is currently zoned C2.

The property includes four separate development areas. The initial development is planned for a commercial storage facility and the following three include future office/retail which will comply with the current C2 zoning.

Located in the heart of Perry, Georgia, this new self-storage development has been thoughtfully designed to provide residents and local businesses with a secure, modern, and convenient storage solution while blending seamlessly into the surrounding neighborhood. Unlike traditional storage centers, this facility is intentionally crafted to mimic the scale and character of a neighborhood retail center, ensuring it complements the nearby single-family homes and the welcoming character of Perry.

The front-facing building serves as the centerpiece of the development. This conditioned, climate-controlled storage facility prioritizes both security and comfort, protecting valuable belongings from Georgia’s seasonal heat and humidity. Its exterior design incorporates high-quality materials, human-scale architectural detailing, and a storefront-inspired façade, giving the building a warm, neighborhood-friendly appearance rather than the look of a typical industrial storage warehouse.

Behind the centerpiece, additional self-storage buildings are thoughtfully placed to provide ample storage options while remaining unobtrusive. Together, the front and rear structures deliver a comprehensive storage solution that balances accessibility, security, and aesthetic appeal.

By combining neighborhood-conscious design, advanced security measures, and climate-controlled storage options, this Perry, GA facility offers residents and businesses a practical, safe, and visually appealing amenity—demonstrating that functional storage can coexist harmoniously within a thriving community.

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**Development Area 1 (5.71 Acres – Portion of Parcel 0P0340 026000)**

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Proposed Use: 42,150 S.F. of Mini-Storage and 37,800 S.F. of Climate Controlled Storage.

The South Perry Parkway Storage Facility project is a commercial storage development consisting of one large climate-controlled building totaling 37,800 square feet, along with six additional non-climate-controlled storage buildings combining for a total of 42,150 square feet. The climate-controlled building will be equipped with fire protection systems in accordance with NFPA 13 standards. The facility will be secured with a gated entry, and a stormwater detention pond is included on-site to ensure no increase in runoff from existing to proposed conditions.

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**Development Area 2 – (5.21 Acres – Portion of Parcel 0P0340 026000)**

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Potential uses include medical offices/clinics, retail or office.

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**Development Area 3 – (12.48 Acres – Portion of Parcel 0P0340 026000)**

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Potential uses include medical offices/clinics, retail, or office.

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**Landscaping**

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The Landscaping Plan will incorporate trees, groundcovers, grassing, and foundation plantings throughout the development.

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**Lighting**

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Lighting will include LED street and parking lot lights for security and safety. Storefront and building mounted accent lighting will be provided on the buildings. Lighting will be directed downward and away from adjacent properties and streets.

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**Stormwater Management**

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The stormwater management design will provide stormwater equality treatment and attenuate stormwater flow rates to pre development conditions.

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## **Utilities**

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The development will be served by existing public water infrastructure located adjacent to the property, which will be extended as necessary to accommodate the project. Sanitary sewer service, however, is not readily available at this time. Existing sewer infrastructure in the area is limited, and current capacity is insufficient to support the proposed development. Due to the anticipated low volume of wastewater generation, from the initial construction (storage facility) we are requesting approval to utilize an on-site septic system initially. The development will connect to public sewer service once access and capacity become available in the future.

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## **Schedule**

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The storage component of the development is anticipated to begin the permitting process toward the end of this year, following approval of the special exception request. Construction is tentatively scheduled to commence by the second quarter of 2026. The office and retail portions of the project are expected to follow at a later date, with timelines dependent on continued residential growth in the surrounding area to support future commercial demand.

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## **Project Signage**

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Project signage is anticipated to include monuments signs identifying the overall development, entrance driveways, retail area (monument and building signage) and directional signage throughout the property.

Signage for the future development area will be similar and coordinated to provide a cohesive design.

## **Special Exception Criteria Responses – Commercial Storage Facility in C-2 Zoning**

1. Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property:

The proposed use aligns with the City of Perry's Comprehensive Plan, which encourages a mix of neighborhood-serving commercial uses that are compatible with surrounding development. The storage facility will provide a service to nearby residents and businesses without generating significant traffic or intensive use, supporting the Plan's goals of balanced growth and land use compatibility.

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2. Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity:

The facility is expected to generate minimal daily traffic compared to typical commercial uses (such as retail or restaurants). Traffic will generally consist of light vehicles making short visits. There are no anticipated negative impacts on pedestrian safety, and the project will include proper access control, drive aisles, and signage to maintain safe vehicle and pedestrian circulation.

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3. Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity:

The facility will host minimal on-site employees/frequent visitors, and operations will be quiet and low traffic in nature. Lighting and activity will be appropriately managed to avoid disturbances.

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4. Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor:

The facility will have minimal parking and no large-scale loading or refuse operations. There will be no commercial or industrial activity that generates odor, smoke, or excessive noise. Lighting will be downcast and designed to prevent glare onto neighboring properties. Refuse will be limited and managed in enclosed containers.

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5. Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties:



The buildings will be single-story and designed to be compatible with nearby development in scale and appearance. The layout ensures adequate setbacks and buffers. The architectural design and materials will be neutral and non-intrusive, contributing to visual compatibility with adjacent uses.

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6. Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use:

Yes, the parcel is more than sufficient to accommodate the proposed use as well as future growth. The commercial storage facility will occupy only 5.71 acres of the 23.40-acre site. An additional 5.21 acres is currently planned for future retail/office development, while the remaining 12.48-acre portion is also designated for future office or retail use. This phased approach ensures that the property is being developed thoughtfully, with adequate space for each use and the flexibility to support long-term economic and community development goals in the area.

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7. Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools:

The storage facility is a low-impact use with minimal demand on City infrastructure. It will not affect local schools, requires limited utility usage (primarily electricity and minimal water/sewer for office/restroom), and does not rely on City trash services. Streets in the area can easily accommodate the limited vehicle trips anticipated. Stormwater management will be handled on-site through a detention pond, ensuring no additional runoff burden.









## **STAFF REPORT**

From the Department of Community Development  
November 4, 2025

**CASE NUMBER:** SUSE-0196-2025  
**APPLICANT:** Don Carter  
**REQUEST:** A Special Exception to allow a multi-family residential development  
**LOCATION:** 0 Lake Joy; Parcel No: 0P41A0 162000

**REQUEST ANALYSIS:** The subject property owner is requesting a special exception to construct a 197-unit, multi-family development on 31.30 AC near the corner of Houston Lake Road and Lake Joy Road.

### **STANDARDS FOR SPECIAL EXCEPTIONS:**

1. *Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*  
The parcel is in a Suburban Residential character area in the Joint 2022 Comprehensive Plan, which calls for a mix of residential uses. A Multi-family development here would complement the nearby existing single-family townhomes and multi-family residential uses in the vicinity.
2. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*  
There will be an impact on the Lake Joy intersection and the traffic light at Houston Lake Road. A traffic study is required for the development to proceed and will be reviewed by the City, County, and GDOT. Appropriate measures to mitigate traffic concerns will be taken once the study is complete.
3. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*  
The proposed use is not expected to operate in a manner that is unlike any other neighborhood and should not negatively impact surrounding properties or landowners.
4. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?*  
There are no expected adverse effects with regard to noise, light, glare, smoke, or odor. The developer will be required to maintain a significant landscape buffer between this parcel and any single-family residential parcel that is adjacent to it.
5. *Will the height, size, and/or location of proposed structures be compatible with the height, size, and/or location of structures on nearby properties in the vicinity?*  
The proposed use will complement existing and proposed uses on the corner of Lake Joy Rd and Houston Lake Road. It will create a walkable area, where residents will have access to a major grocery retailers and other uses within a 5 – 10 minute walk.

6. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*

The parcel is sufficient size for the proposed development. Any determinations relative to density are subject to review during the permitting process and will be addressed at that time. There is no expected future growth for this proposed use.

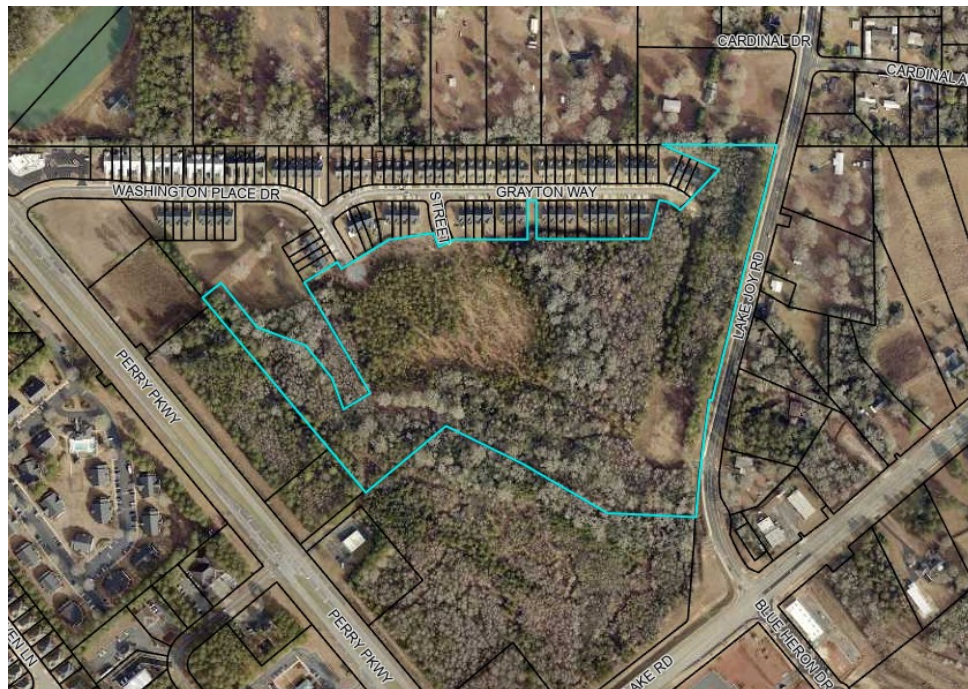
7. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*

Utilities are available and city services are already provided to the parcel. Any perceived burden on streets will be addressed during the traffic study. Schools are not expected to be negatively affected by this development.

**Staff Recommendation:**

Approval with the following condition(s):

1. Traffic study must be completed to determine the impact of and appropriate mitigative measures for the development.

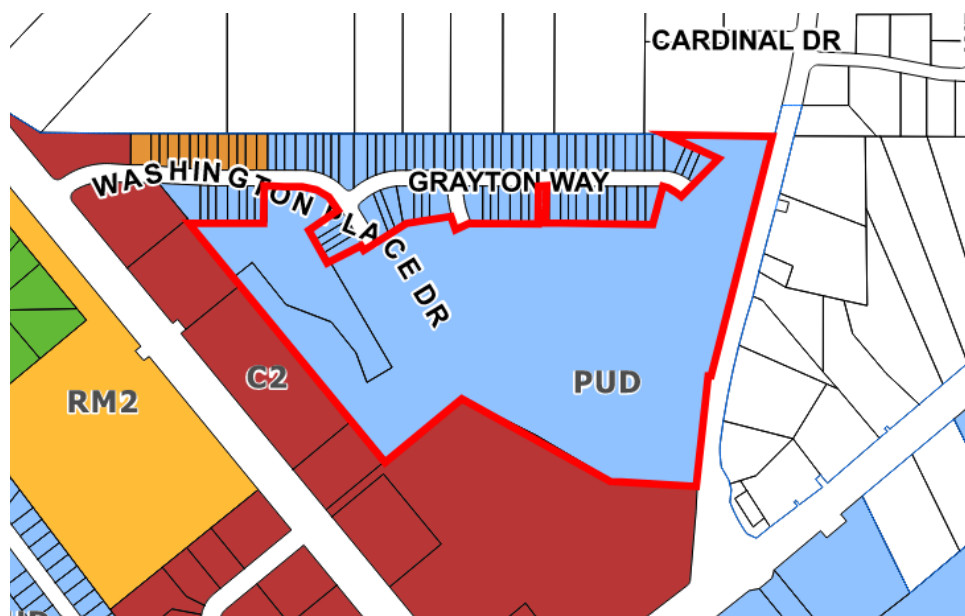


SUSE-0196-2025

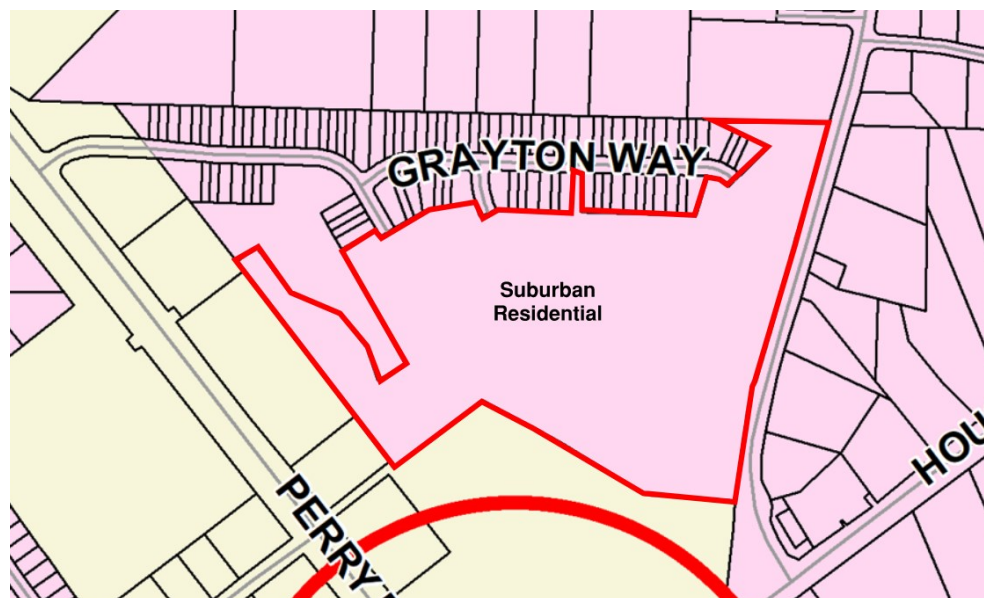
0 Lake Joy Road

Special exception to allow  
a multi-family residential  
development

Aerial



Zoning



Character Area





Where Georgia comes together.

Application # SUSE 0196-2025

## Application for Special Exception

Contact Community Development (478) 988-2720

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Don Carter, P.E.	Clint Ward
*Title	Principal	Principal
*Address	6310 Peake Road, Suite 200, Macon, GA 31210	5402 New Forsyth Road, Macon, GA 31210
*Phone		
*Email		

### Property Information

*Street Address On Lake Joy Road near the northwest corner of the Houston Lake Road and Lake Joy Road Intersection	
*Tax Map Number(s) 0P41A0 162000	*Zoning Designation PUD

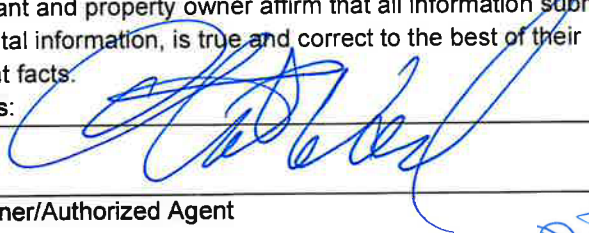

### Request

\*Please describe the proposed use:

Applicant request a special exception of 31.30 acres located off Lake Joy Road that is currently zoned PUD to allow multifamily use. The proposed multifamily development features a diverse mix of three distinct building types: one-story flats, two-story townhomes, and three-story apartment buildings. Together, these complementary building forms create a visually appealing and well-integrated residential community.

### Instructions

1. The application and \*\$325.00 fee (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. \*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. \*For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. \*The applicant must be present at the hearings to present the application and answer questions that may arise.
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. \*Signatures:

*Applicant		*Date 10/2/2025
*Property Owner/Authorized Agent		*Date 10/2/2025

**Standards for Granting a Special Exception**

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property;
- (2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity;
- (3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity;
- (4) Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor;
- (5) Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties in the vicinity;
- (6) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and
- (7) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.

Revised 7/1/2025



**Project Narrative – New Multifamily Community at Lake Joy Road**

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Applicant request a special exception to allow a multifamily development on 31.30 acres located off Lake Joy Road. The property is currently zoned PUD.

The proposed multifamily development features a diverse mix of three distinct building types: one-story flats, two-story townhomes, and three-story apartment buildings. Together, these complementary building forms create a visually appealing and well-integrated residential community.

Set within the welcoming city of Perry, Georgia, this new multi-family development combines the timeless charm of Southern cottage architecture with the vibrancy of a thoughtfully planned neighborhood. Known as the “Crossroads of Georgia,” Perry has long been celebrated for its friendly atmosphere, tree-lined streets, and reputation as a community where neighbors still know each other by name. This new development embraces those qualities, offering residents not just a home, but a lifestyle rooted in connection and comfort.

The community features a variety of residences to meet the needs of modern living while honoring the warmth of traditional Southern design. Single-story duplex and quadplex cottages line pedestrian-friendly streets, evoking the feel of a close-knit neighborhood, while three-story buildings add variety and convenience with stylish apartment living. Each home reflects classic cottage details—pitched roofs, wide porches, and tasteful landscaping—while inside, open layouts, natural light, and refined finishes provide an upscale living experience.

At the heart of the neighborhood is the community clubhouse, a true centerpiece designed to bring people together. Inside, a state-of-the-art fitness center offers residents the latest equipment in a bright, modern space. Outside, a resort-style pool and lounge area serve as a private retreat, perfect for relaxing on warm Georgia afternoons or gathering with neighbors on weekends.

Woven throughout the community are pocket parks, tree-lined sidewalks, and landscaped courtyards that encourage walking, conversation, and connection—mirroring the friendly character of Perry itself. Just minutes from Perry’s historic downtown, residents will enjoy easy access to local shops, restaurants, and community events, including the city’s renowned Georgia National Fairgrounds & Agricenter.

More than a neighborhood, this community is a modern expression of what makes Perry special: a place where charm meets convenience, where upscale living meets Southern hospitality, and where every resident can feel truly at home.

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**Development Area (31.30 Acres - Parcels 0P41A0 162000)**

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Proposed Use: 197-unit multifamily residential community.

The development will feature a mix of three building types: 19 one-story cottages, 10 two-story cottages, and 168 units within seven three-story apartment buildings. The community is designed to offer a variety of housing options while maintaining a cohesive and aesthetically appealing architectural style.

Amenities will include a clubhouse, swimming pool, mail kiosk, enclosed dumpster area, car wash and maintenance station, level lawn area, dog park, and playground. The building exteriors will feature a mix of complementary materials and architectural detailing to enhance the visual character of the development. All buildings will be designed in compliance with applicable building codes and fire safety standards.

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**Landscaping**

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The Landscaping Plan will incorporate trees, groundcovers, grassing, and foundation plantings throughout the development.

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**Lighting**

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Lighting will include LED street and parking lot lights for security and safety. Building mounted accent lighting will be provided on the buildings. Lighting will be directed downward and away from adjacent properties and streets.

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**Stormwater Management**

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The stormwater management design will provide stormwater equality treatment and attenuate stormwater flow rates to pre development conditions. The stormwater ponds will be maintained by the development owner.

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**Utilities**

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The development will be served by existing public water and sewage services located adjacent to the properties. These lines and mains will be extended as necessary to serve the developments. The water/fire protection system will connect to the existing City water main, and the project will be served with a master meter. The water lines and sewer lines within the development will be privately maintained by the development owner.

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**Project Signage**

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Project signage is anticipated to include a monument sign identifying the overall development and directional signage throughout the property.

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**Parking**

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The development will include conveniently located parking for each building, including the clubhouse. A minimum ratio of 1.5 spaces per unit will be provided, along with additional parking for the clubhouse.

## **Special Exception Criteria Responses – Multifamily Residential in PUD Zoning**

1. Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property:

The proposed multifamily development is consistent with the City of Perry's goals which encourages diverse housing options to support a growing and economically diverse population. The project contributes to the city's goals for quality residential development, walkable neighborhoods, and community-oriented design. The integration of traditional Southern architectural elements and modern amenities aligns with Perry's vision for managed growth that enhances community character and livability.

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2. Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity:

The proposed development has been designed with internal street networks and pedestrian pathways that promote safe circulation and connectivity. Primary access points are planned to minimize traffic impacts on adjacent roadways. Additionally, the location—within minutes of downtown Perry—provides convenient access to major thoroughfares, reducing the need for excessive local traffic buildup. Sidewalks, landscaped buffers, and traffic-calming measures will enhance pedestrian safety both within and around the site.

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3. Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity:

As a residential community, the use is compatible with surrounding residential and mixed-use properties. Activities will occur primarily during standard daytime and evening hours, typical of residential neighborhoods. Community amenities such as the clubhouse, pool, and fitness center are for resident use only and will operate within reasonable hours to maintain neighborhood peace and quiet. There are no anticipated nuisances from operations.

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4. Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor:

Parking areas are distributed throughout the site and buffered with landscaping to reduce visual impact. Refuse collection areas will be screened and located away from neighboring

properties, minimizing potential for odor or noise. Outdoor lighting will be designed with full cutoff fixtures to prevent light spillover, ensuring that nearby properties are not adversely affected. No industrial-level noise, smoke, or glare is anticipated from any site operations.

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5. Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties:

The community includes a mix of one-story duplexes and quadplexes alongside three-story apartment buildings, providing a thoughtful transition in scale. This diversity in building height respects the surrounding context, with lower-profile structures along the perimeter and taller buildings strategically placed internally. The architectural style, setbacks, and landscaping ensure visual compatibility with nearby residential and mixed-use properties.

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6. Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use:

Yes, the parcel is of sufficient size to support the proposed multifamily development and any reasonable future growth. The original "Washington Place Planned Unit Development - #14" established that the overall residential density would not exceed 13.0 dwelling units per acre. This proposal includes a thoughtfully designed mix of housing types and amenities at a proposed density of 7.16 units per acre, well below the approved maximum. The development comfortably accommodates all required elements, including residences, parking, internal streets, green space, and community facilities, while preserving flexibility for long-term community viability and design cohesion.

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7. Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools:

Preliminary studies indicate that the project will not create an excessive burden on public infrastructure. Utility connections, stormwater systems, and road improvements will be constructed in accordance with city standards. The developer will coordinate with the City of Perry and relevant agencies to ensure adequate capacity and service. While the addition of new residents will modestly impact local schools and services, these impacts are typical of residential growth and consistent with the city's long-term planning projections.

**Photos of Recent Three-Story Multifamily Buildings Completed by This Team**









# *Proposed Renderings*



# *Proposed Renderings*





## *Entrance Into Longbridge*



Remaining PowerPoint on file at  
Community Development office.



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## **STAFF REPORT**

From the Department of Community Development  
November 4, 2025

**CASE NUMBER:** RZNE-0199-2025

**APPLICANT:** Patriot Development Group, LLC

**REQUEST:** Update the PUD Standards for the Encore Development to accommodate  
GDOT Requirements

**LOCATION:** 1824 Houston Lake Road and 1904 Hwy 127; OP0490 061000 and OP0490  
062000

**BACKGROUND INFORMATION:** The applicant is seeking approval for a substantive change to the north entrance on the existing PUD plan. The Georgia Department of Transportation is requiring additional ROW width at the north entrance to the development, causing the applicant to have to adjust the development to accommodate.

### **STANDARDS GOVERNING ZONE CHANGES:**

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? The applicant is not aware of any covenants or restrictions pertaining to this parcel.

#### **1. The existing land uses and zoning classifications of nearby property.**

	Zoning	Land Use
North	R-AG, Residential Agriculture C-2, Commercial (County)	Single-Family Residential and Commercial
South	R-3, Single Family Residential	Single-Family Residential
East	R-AG, Residential Agriculture	Single-Family Residential, Event Center
West	C-2, General Commercial	Commercial

2. *Does the proposed zoning classification comply with the Comprehensive Plan and other adopted plans applicable to the subject property?* Yes. The property is located in a Suburban Residential character area in the 2022 Joint Comprehensive Plan that recommends a mixture of housing types and commercial uses within a walkable distance.

3. *Are all of the uses permitted in the proposed zoning classification compatible with existing uses on adjacent and nearby properties?* Uses allowed in the PUD zoning designation are complementary to the surrounding residential areas.
4. *Will any of the uses permitted in the proposed zoning classification cause adverse impacts to adjacent and nearby properties?* No adverse impacts are expected from the update to the entrance. This will ensure proper traffic flow to and from the development and accommodate any future needs GDOT may have relevant to this parcel.
5. *Would any of the permitted uses and density allowed in the proposed zoning classification cause an excessive burden on existing streets, utilities, city services, or schools?* No excess burden is expected on existing streets, utilities, city services, or schools.
6. *Do existing or changing conditions in the area support either approval or disapproval of the proposed zoning classification?* The proposed area of change is part of a larger development that supports the Council's goal to concentrate mixed-use and higher density residential developments along the Perry Parkway Corridor. This development increases housing options, commercial offerings, and walkability along the corridor. The proposed change does not negatively affect the overall goal of the development.
7. *Does the subject property have a reasonable economic use as currently zoned?* The parcel has a reasonable use as currently zoned. Shifting the entrance distance will not take away from the usability of the parcel.

**STAFF RECOMMENDATION:** Approval as submitted.



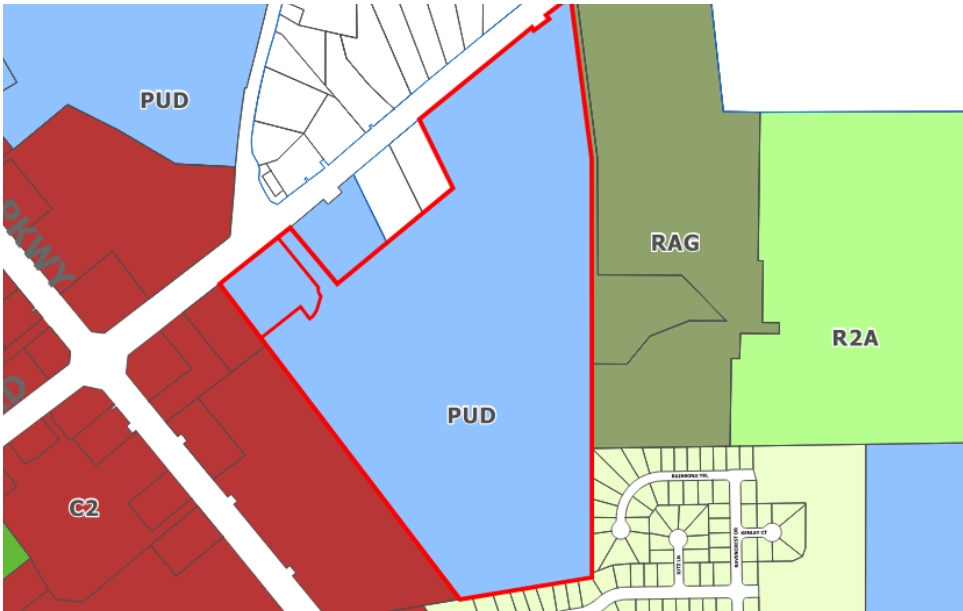


RZNE-0199-2025

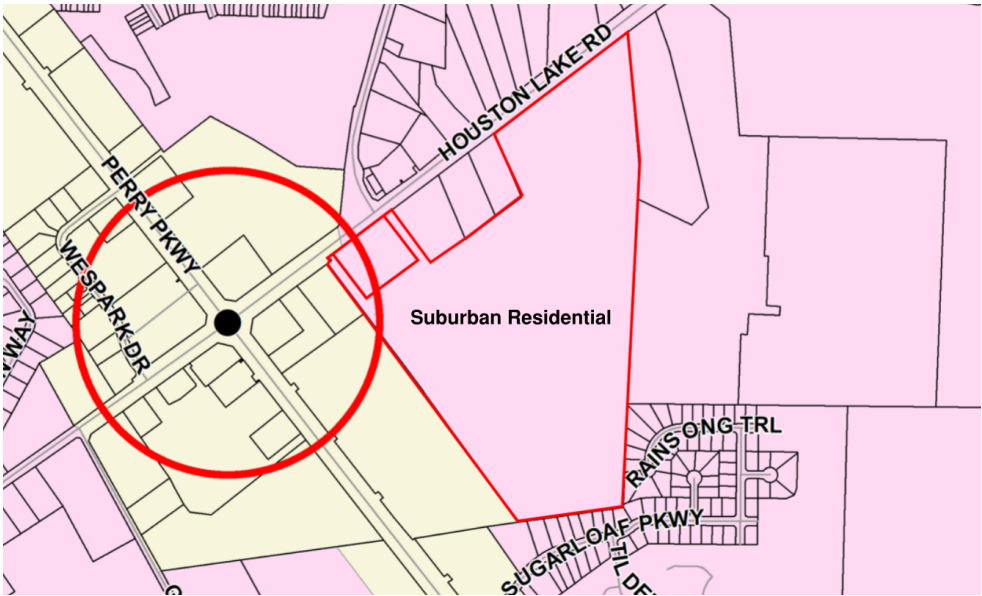
1824 Houston Lake  
Rd/1904 Hwy 127

Amendment to the Encore  
PUD Standards

Aerial



Zoning



Character Area



Where Georgia comes together.

Application # RZNE 0199-2025

## Application for Rezoning

Contact Community Development (478) 988-2720

**\*Indicates Required Field**

	<b>*Applicant</b>	<b>*Property Owner</b>
<b>*Name</b>	Patriot Development Group, LLC	Patriot Development Group, LLC
<b>*Title</b>	Organization	Organization
<b>*Address</b>	817 GA-247, UNit 10 Kathleen, GA 31047	817 GA-247, Unit 10 Kathleen, GA 31047
<b>*Phone</b>		
<b>*Email</b>		

### Property Information

<b>*Street Address or Location</b>	1824 Houston Lake Road & 1904 Hwy 127, Perry, GA 31069
<b>*Tax Map Number(s)</b>	0P0490 061000 & 0P0490 062000
<b>*Legal Description</b>	A. Provide a <u>copy of the deed</u> as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a <u>survey plat</u> of the property;

### Request

<b>*Current Zoning District</b>	PUD	<b>*Proposed Zoning District</b>	PUD - Update
<b>*Please describe the existing and proposed use of the property</b> <u>Note: A Site Plan or other information which fully describes your proposal may benefit your application.</u> This PUD update is to bring residential Phase 4, North Entrance GDOT revisions into compliance under current approved PUD requirements.			

### Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- \*Fees:**
  - Residential Zoning (R-Ag, R-1, R-2, R-3) - \$325.00 plus \$28.00/acre
  - Non-residential Zoning (other than R-Ag, R-1, R-2, R-3) - \$543.00 plus \$43.00/acre
- \*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards).** See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. Public hearing sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
- \*The applicant must be present at the hearings to present the application and answer questions that may arise.**
- \*Campaign Notice required by O.C.G.A. Section 36-67A-3:** Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes ☐ No ☒  
If yes, please complete and submit a Disclosure Form available from the Community Development office.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
9. Signatures:

*Applicant		*Date	6/6/25
*Property Owner/Authorized Agent		*Date	6/6/25

**Standards for Granting a Rezoning**

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) Whether the proposed zoning classification complies with the Comprehensive Plan and other adopted plans applicable to the subject property;
- (2) Whether all of the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties;
- (3) Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties;
- (4) Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools;
- (5) Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification; and
- (6) Whether the subject property has a reasonable economic use as currently zoned.





Corporate: PO Box 181, Leesburg, GA 31763  
Phone: 229-638-8595  
Website: www.aeconllc.net

October 6, 2025

City of Perry  
Planning and Zoning  
808 Carroll Street  
Perry, GA 31069

**RE: *The Encore at Parkway – PUD UPDATE***  
*1904 Highway 127 Perry, Georgia 31069*

To Whom it may Concern:

This letter is in response to the zoning application submitted on 10/06/2025, in reference to the above-mentioned project. Please see responses in red below.

**1904 HWY 127 REZONING STANDARDS COMMENTS**

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
  - a. Whether the proposed zoning classification complies with the comprehensive Plan and other adopted plans applicable to the subject property; **The proposed zoning is in conformity with the policies and intent of the Comprehensive Plan, especially with the “Economic Development” section’s goal #2 and 4, as well as the “Housing” section’s goal #s 1 and 3.**
  - b. Whether all of the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties; **Adjacent and nearby properties classifications include R-3, C-2, R-AG, and PUD. Rezoning this property would allow potential use and development very similar to those of the immediate area’s past rezoning initiatives.**
  - c. Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties; **The proposed zoning would not adversely impact adjacent or nearby properties.**
  - d. Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools; **The proposed development will not cause excessive burden on existing streets, utilities, city services or schools.**
  - e. Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification; **There are no existing or changing conditions of which interested parties have been made aware of, that would provide additional support for approval or disapproval.**
  - f. Whether the subject property has a reasonable economic use as currently zoned; **The property as relatively little economic value as currently zoned when compared to the potential PUD zoning economic value.**

If you have any questions, please contact our office at (229) 638-8595 or via email at [permits@aeconll.net](mailto:permits@aeconll.net).

Sincerely,  
Axis Engineering Consultants, LLC

Brian H. Braun, P.E.  
President

Return to:

Varner & Peacock, LLC  
1719 Russell Parkway, Building 200  
Warner Robins, Georgia 31088

File No. 23-15690

-----Above this line for Official Use Only-----

## LIMITED WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF HOUSTON

**THIS DEED**, made the 27th day of January, 2023 between Ayer's Farms, Inc., a Georgia Corporation, hereinafter called Grantor, and WCH Homes, Inc., a Georgia Corporation, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

**WITNESSETH THAT:** Grantor, for and in consideration of the sum of other valuable consideration and Ten and No/100 Dollars (\$10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All those tracts or parcels of land situate, lying and being in Land Lots 110, 114 and 115 of the Tenth (10th) Land District of Houston County, Georgia, known and designated as Tract C, comprising 77.75 acres, according to a Retracement Survey of the Lands of Ayers Farms, Inc., prepared by Wellston Associates Land Surveyors, LLC, certified by Spencer H. Johnson, Georgia Registered Land Surveyor No. 3171, dated November 4, 2020, a copy of which is of record in Plat Book 83, Page 295, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

This conveyance and the warranties hereinafter contained are made subject to any and all restrictions, easements, covenants and rights-of-way affecting said described property.



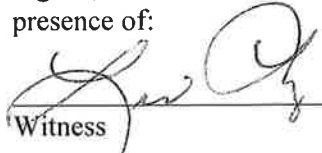
**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, forever, in Fee Simple.

**AND THE SAID** Grantor, for its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said Grantee, their heirs and assigns, against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

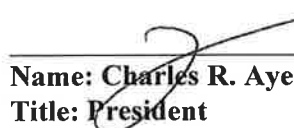
**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand and seal, the day and year above written.

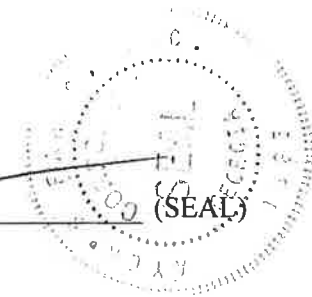
**AYER'S FARMS, INC.**

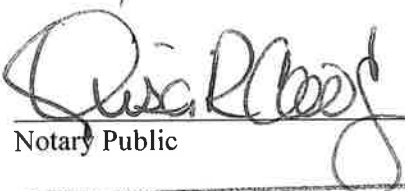
Signed, sealed and delivered in the presence of:

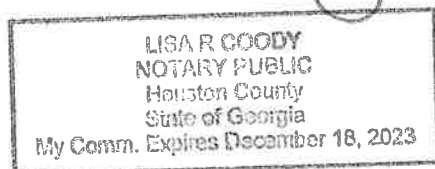
  
Witness

By:

  
Name: **Charles R. Ayer**  
Title: **President**



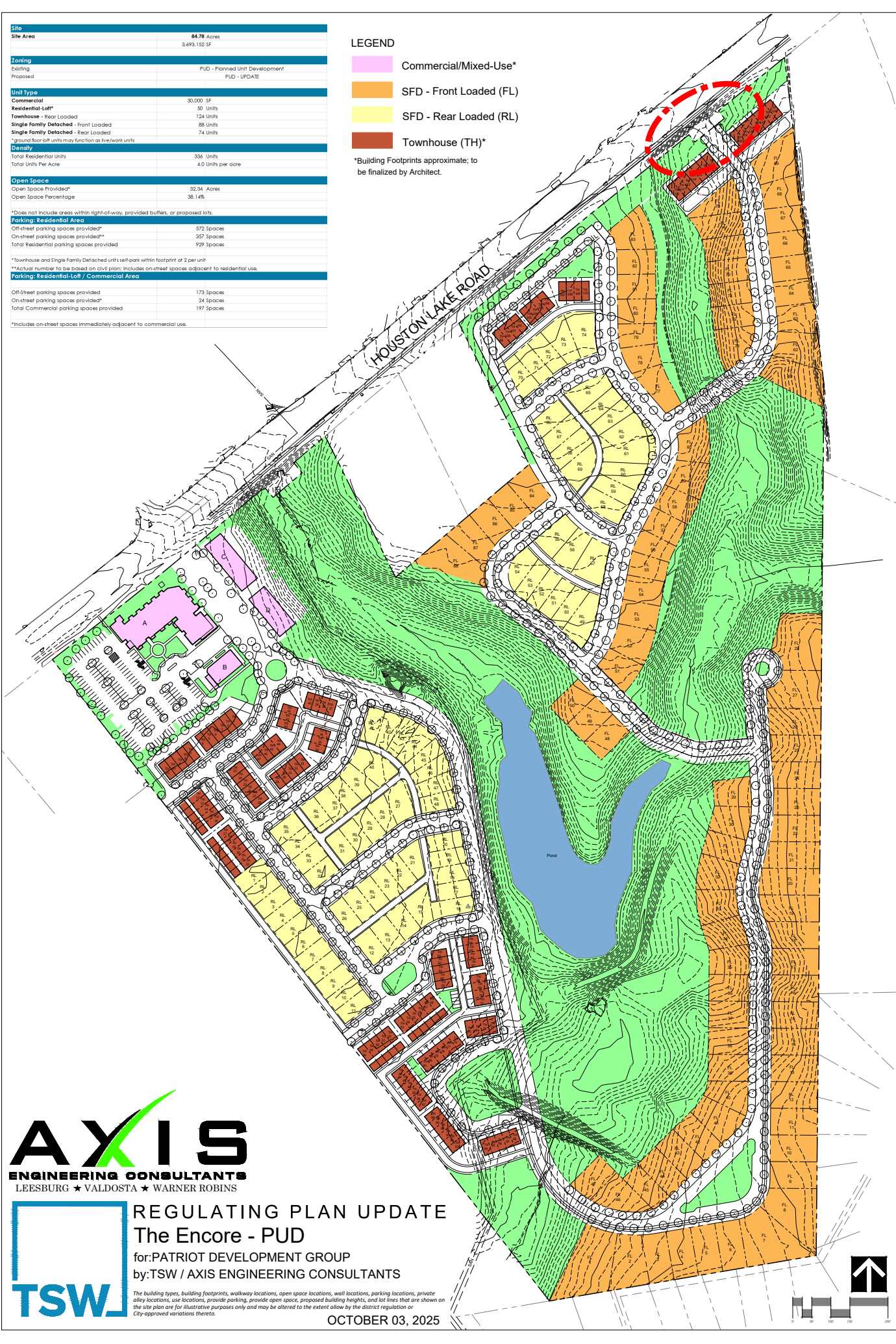
  
Notary Public



<b>Site</b>	
Site Area	84.78 Acres
	3,693,152 SF
<b>Zoning</b>	
Existing	PUD - Planned Unit Development
Proposed	PUD - UPDATE
<b>Unit Type</b>	
Commercial	30,000 SF
Residential-Lot*	80 Units
Townhouse - Rear Loaded	124 Units
Single Family Detached - Front Loaded	88 Units
Single Family Detached - Rear Loaded	74 Units
*ground floor sell units may function as flex/work units	
<b>Density</b>	
Total Residential Units	336 Units
Total Units Per Acre	4.0 Units per acre
<b>Open Space</b>	
Open Space Provided*	32.34 Acres
Open Space Percentage	38.14%
*Does not include areas within right-of-way, provided buffers, or proposed lots.	
<b>Parking- Residential Area</b>	
Off-street parking spaces provided*	572 Spaces
On-street parking spaces provided**	357 Spaces
Total Residential parking spaces provided	929 Spaces
*Townhouse and Single Family Detached units self-park within footprint of 2 per unit	
**Actual number to be based on civil plan; includes on-street spaces adjacent to residential use.	
<b>Parking- Residential Lot / Commercial Area</b>	
Off-street parking spaces provided	173 Spaces
On-street parking spaces provided*	24 Spaces
Total Commercial parking spaces provided	197 Spaces
*Includes on-street spaces immediately adjacent to commercial use.	

- LEGEND**
- Commercial/Mixed-Use\*
  - SFD - Front Loaded (FL)
  - SFD - Rear Loaded (RL)
  - Townhouse (TH)\*

\*Building Footprints approximate; to be finalized by Architect.



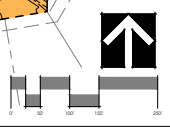
**AXIS**  
ENGINEERING CONSULTANTS  
LEESBURG ★ VALDOSTA ★ WARNER ROBINS

**REGULATING PLAN UPDATE**  
**The Encore - PUD**  
for: PATRIOT DEVELOPMENT GROUP  
by: TSW / AXIS ENGINEERING CONSULTANTS

**TSW**

The building types, building footprints, walkway locations, open space locations, wall locations, parking locations, private alley locations, use locations, provide parking, provide open space, proposed building heights, and lot lines that are shown on the site plan are for illustrative purposes only and may be altered to the extent allow by the district regulation or City-approved variations therein.

OCTOBER 03, 2025



THIS BLOCK RESERVED FOR THE  
CLERK OF THE SUPERIOR COURT

CURVE TABLE				
CURVE #	CHORD BRNG	CHORD DIST	RADIUS	ARC
C1	N51°18'04"E	188.29	7714.44'	188.29'
C2	N50°16'04"E	90.00	7714.44'	90.00'
C3	N49°53'44"E	10.24'	7714.44'	10.24'

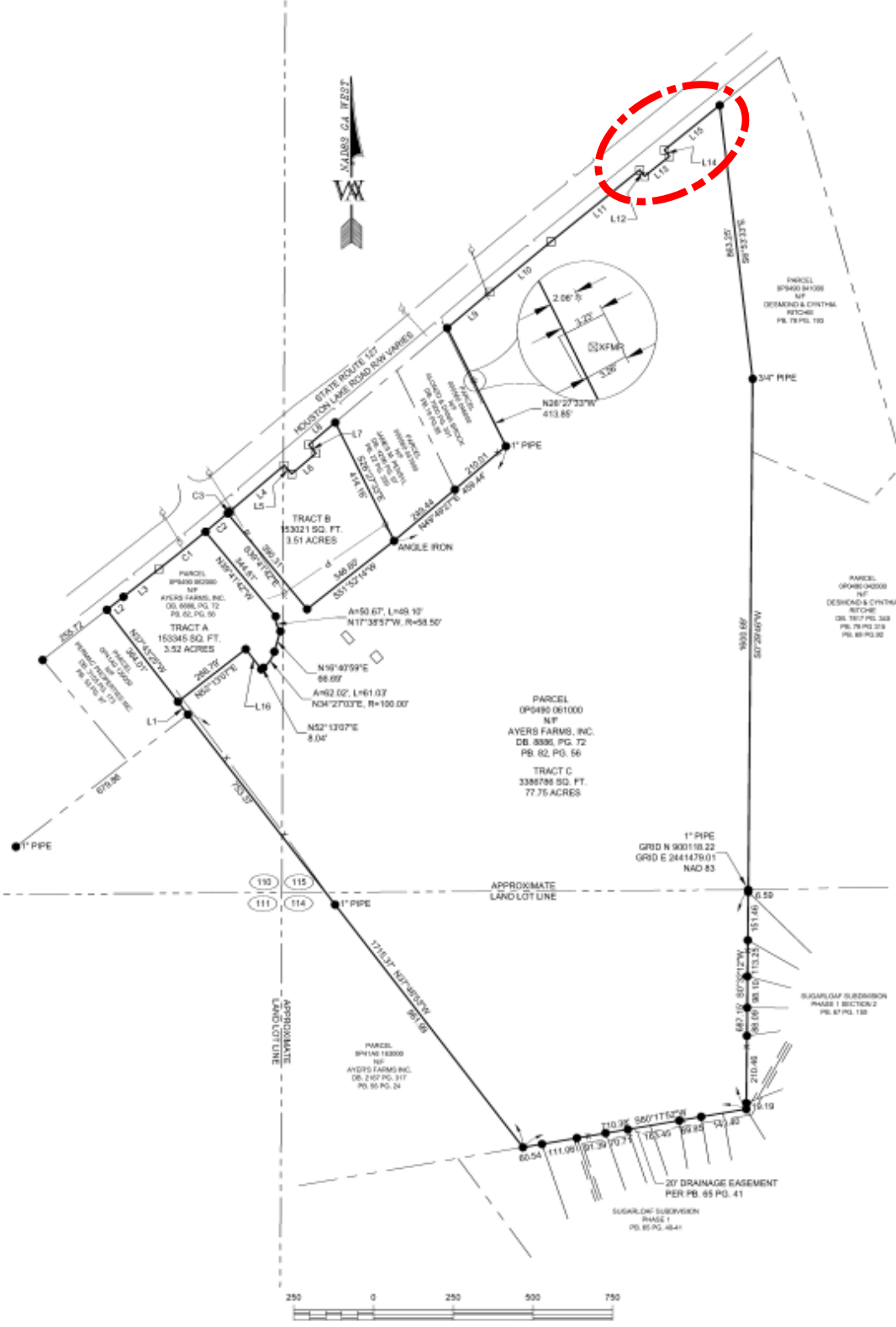
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N37°43'25"W	50.99
L2	N51°54'24"E	65.84
L3	N52°00'10"E	140.18
L4	N49°44'31"E	222.78
L5	S40°18'35"E	35.56
L6	N49°49'45"E	99.94
L7	N38°52'13"W	34.75
L8	N49°43'33"E	108.27
L9	N49°57'00"E	174.77
L10	N50°29'25"E	247.90
L11	N51°06'14"E	358.18
L12	S38°16'04"E	24.80
L13	N51°23'30"E	99.71
L14	N38°06'54"W	25.50
L15	N51°06'48"E	222.60
L16	S37°46'53"E	80.00

## CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



Spencer H. Johnson, GRLS 3171  
COA WSP000349



## VICINITY MAP



## MISCELLANEOUS NOTES

1. THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR AT THE OFFICE OF WELLSTON ASSOCIATES LAND SURVEYORS, LLC. AUTHORITY O.C.G.A. 43-15-22.
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN AVERAGE RELATIVE ACCURACY OF 0.03 FEET AT THE 95% CONFIDENCE LEVEL. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 133,339 FEET. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY UTILIZING A CARLSON GPS RTK DUAL FREQUENCY RECEIVER. FIELD WORK COMPLETED ON 10/23/2020.
3. WELLSTON ASSOCIATES LAND SURVEYORS, LLC DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN.

## LEGEND OF SYMBOLS

- IRON PIN FOUND (1/2" REBAR UNLESS NOTED)
- IRON PIN SET (1/2" REBAR W/CAP)
- CONCRETE MONUMENT FOUND
- PROPERTY LINE
- LIGHT POLE
- TRANSFORMER
- UTILITY POLE
- FENCE
- EASEMENT LINE
- OVERHEAD POWER, TELEPHONE AND CATV
- LAND LOT NUMBER

Revisions	
No	Description

WELLSTON ASSOCIATES  
LAND SURVEYORS, LLC  
506 OSGAN BOULEVARD, SUITE 2  
WANNERSBORNS, GEORGIA 31088  
OFFICE: (478) 971-3382  
WWW.WELLSTONASSOC.COM



RETRACEMENT SURVEY  
LANDS OF  
AYERS FARMS, INC.

LAND LOTS 110, 114, & 115  
10TH LAND DISTRICT  
PERRY, GEORGIA  
HOUSTON COUNTY

Project No.: 1070-044  
Drawing No.: BDS  
Drawn By: B.J.H.  
Checked By: S.H.J.  
R.L.S. No.: 3171

Date: 11-4-20  
Scale: 1"=250'  
Sheet No.: 1 of 1



Where Georgia comes together.

## **STAFF REPORT**

**From the Department of Community Development**

November 4, 2025

**CASE NUMBER:** ANNX-00198-2025  
**APPLICANT:** Patriot Development Group  
**REQUEST:** Annex 170.41 AC into the city limits with the R-3 zoning designation  
**LOCATION:** 0 Saddlecreek Road; Tax Map Number: 000840 015000 & 000840 096000

**BACKGROUND INFORMATION:** The applicant proposes to annex the entirety of the above-mentioned parcels into the City of Perry to create a single-family residential development with a step-down density model and main boulevard (major collector) running from north to south of the development. The estimated density level is 2.46 units/acre compared to 2.35 units/acre for R-3 developments over the last 5 years (2020).

There are no known covenants or restrictions on the subject property which would preclude the uses permitted in the proposed zoning district.

### **STANDARDS FOR ESTABLISHING A ZONING CLASSIFICATION:**

#### **1. The existing land uses and zoning classifications of nearby property.**

	Zoning	Land Use
North	R-2, Single-Family Residential R-AG, County	Single-Family Residential Undeveloped
South	R-AG, County	Undeveloped
East	R-AG, County	Single-Family Residential, farmland
West	R-1, Single-Family Residential	Single-Family Residential

#### **2. *Does the proposed zoning classification comply with the Comprehensive Plan and other adopted plans applicable to the subject property?***

The proposed zoning designation is compatible with the Future Land Use Map that the City of Perry adopted in 2024. In those guidelines, this area was identified for high- and medium-density residential developments. It is also consistent with the suggested development pattern for the Suburban Residential character area as outlined in the 2022 Joint Comprehensive Plan.

#### **3. *Are all of the uses permitted in the proposed zoning classification compatible with existing uses on adjacent and nearby properties?***

The proposed zoning designation is compatible with zoning in the area. While the R-3 zoning designation allows for smaller lots, Article 5, Section 5-1.1 A of the Land Management Ordinance requires that the proposed lots abutting existing residential parcels be 85% of the average size of the existing lots. Developers will account for this requirement by implementing a “step-down” approach to the housing pattern within the proposed development.

#### **4. *Will any of the uses permitted in the proposed zoning classification cause adverse impacts to adjacent and nearby properties?*** There will be no adverse impacts on adjacent or surrounding properties.



5. *Will any of the permitted uses and density allowed in the proposed zoning classification cause an excessive burden on existing streets, utilities, city services, or schools?*

City emergency services should not be negatively impacted by this development. Utilities are available and sewer capacity will be reviewed as phases of the development are submitted for review. The Board of Education has not notified the city of any capacity concerns at the time of this report. A traffic study will determine any additional changes that must be made to accommodate increased vehicular traffic. However, the development does include what is expected to be a major collector street that will support better traffic flow in the area overall.

6. *Are there existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification?*

Annexing the property into the city limits will:

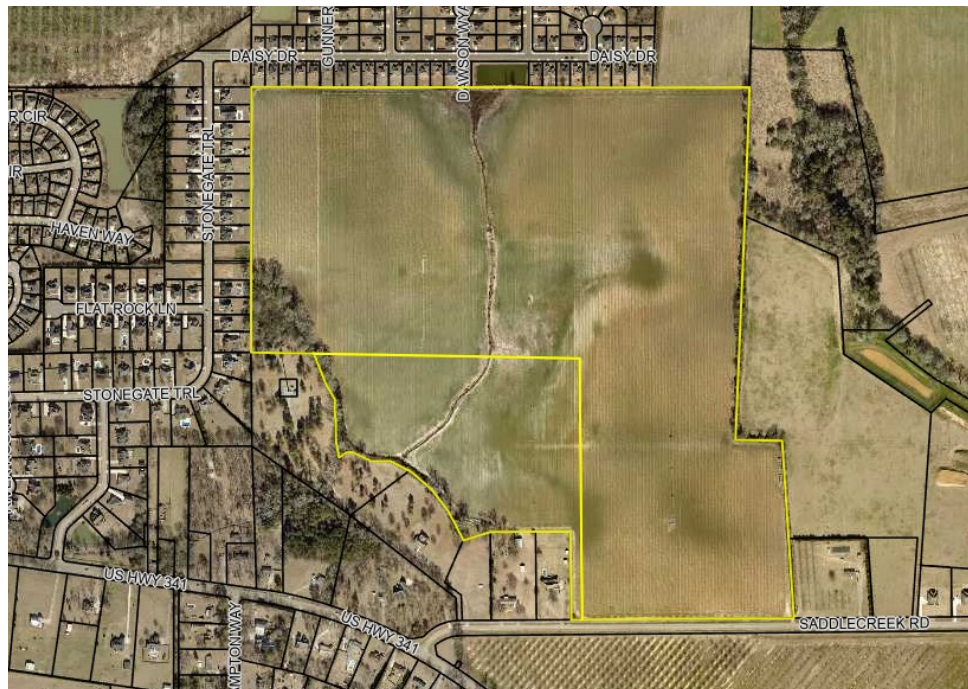
- Provide the most effective balance between the owner's legal rights/expectations and the impact on the surrounding community.
- Establish or reinforce the development pattern for the area.
- Eliminate the possibility of more detrimental land uses impacting the surrounding land uses.
- Provide economies of scale to help offset cost increases for police, fire, water/sewer, etc. operation expenditures.
- Eliminate individual septic tanks which may lead to contamination of aquifers used to supply drinking water.

**Staff Recommends:**

Approval of the application as with the following conditions:

1. The main boulevard running from north to south within the development is properly buffered and landscaped to ensure residents' privacy & safety and compatibility with the city's green corridor efforts.
2. A traffic study is completed to identify traffic concerns and solutions for those concerns, if needed.
3. Developers maintain the proper parcel size requirements along the perimeter of existing residential parcels.



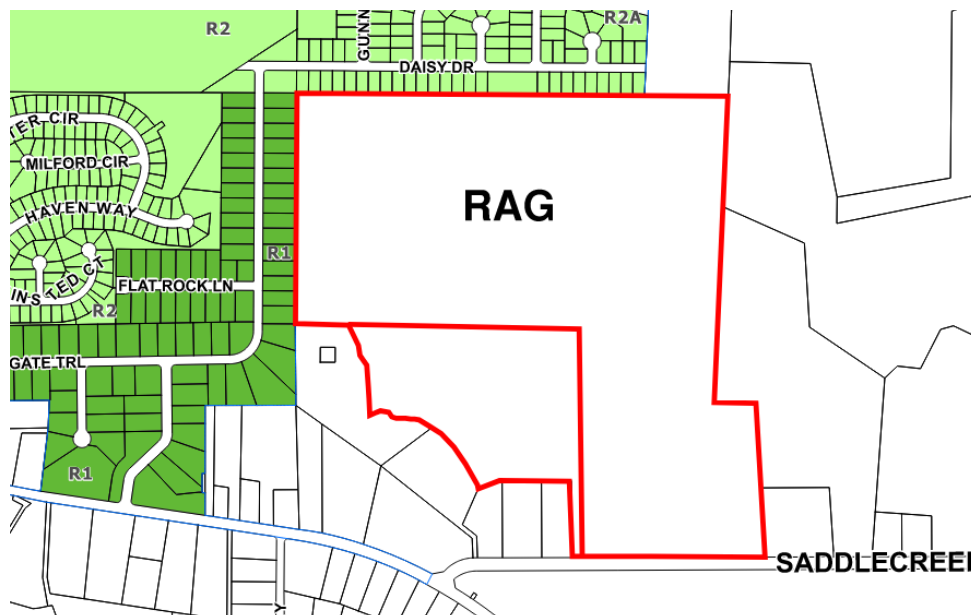


ANNX-0198-2025

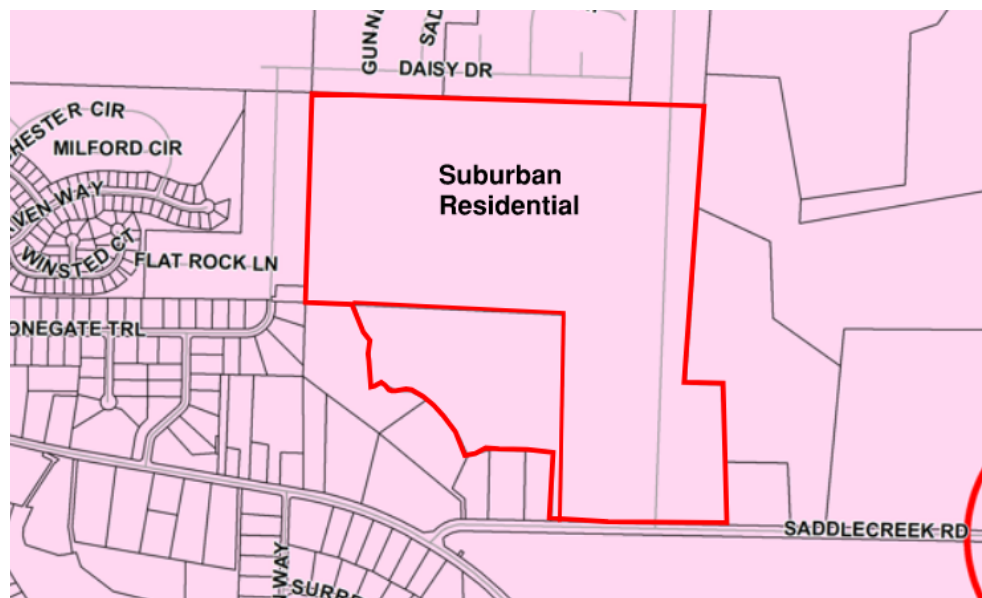
0 Saddlecreek Rd

Request to annex 169.31  
acres into the city limits with  
a R-3 zoning designation

Aerial



Zoning



Character Area



Where Georgia comes together.

Application # ANNX  
0198-2025

## Application for Annexation

Contact Community Development (478) 988-2720

### \*Indicates Required Field

	*Applicant	*Property Owner
*Name	Patriot Development Group, LLC	Robert A. Thompson
*Title	Dylan Wingate, Vice President	
*Address	817 GA-247, Unit 10, Kathleen, GA 31047	1806 Boutwell Rd, Perry, GA 31069
*Phone		
*Email		

### Property Information

*Street Address or Location	Located off Saddle Creek Rd
*Tax Map #(s)	000840 015000 & 000840 096000
*Legal Description	A. Provide a <u>copy of the deed</u> as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a <u>survey plat of the property</u> , tied to the Georgia Planes Coordinate System. <b>**If the property being annexed is a portion of a recorded parcel, the portion being annexed must be a separate recorded parcel before this application will be accepted as complete.**</b>

### Request

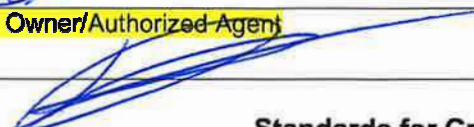
*Current County Zoning District	R-AG	*Proposed City Zoning District	R-3
*Please describe the existing and proposed use of the property <u>Note: A Site Plan and/or other information which fully describes your proposal may benefit your application.</u> The existing property is undeveloped, but the proposed development is for single-family residential homes.			

### Instructions

1. The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
2. \*Fees:
  - a. Residential Zoning (R-Ag, R-1, R-2, R-3) - \$325.00 plus \$28.00/acre
  - b. Non-residential Zoning (other than R-Ag, R-1, R-2, R-3) - \$543.00 plus \$43.00/acre
3. \*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. \*The applicant must be present at the hearings to present the application and answer questions that may arise.
7. \*Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes No X  
If yes, please complete and submit a Disclosure Form available from the Community Development office.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

9. \*Signatures:

*Applicant		*Date	8/24/25
*Property Owner/Authorized Agent		*Date	9/1/25

**Standards for Granting a Zoning Classification**


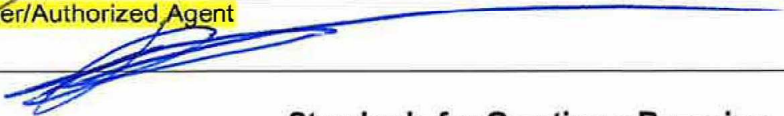
***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) Whether the proposed zoning classification complies with the Comprehensive Plan and other adopted plans applicable to the subject property.
- (2) Whether all of the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties.
- (3) Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties.
- (4) Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools.
- (5) Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

9. Signatures:

*Applicant		*Date	4/15/25
*Property Owner/Authorized Agent		*Date	4/13/25

**Standards for Granting a Rezoning**

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) Whether the proposed zoning classification complies with the Comprehensive Plan and other adopted plans applicable to the subject property;
- (2) Whether all of the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties;
- (3) Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties;
- (4) Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools;
- (5) Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification; and
- (6) Whether the subject property has a reasonable economic use as currently zoned.



Corporate: PO Box 181, Leesburg, GA 31763  
Phone: 229-638-8595  
Website: [www.aeconllc.net](http://www.aeconllc.net)

October 8, 2025

Joe Duffy, AICP  
Perry Community Development Director  
808 Carroll Street  
Perry, GA 31069  
[Joe.duffy@perry-ga.gov](mailto:Joe.duffy@perry-ga.gov)

**RE: Annexation Standards – Sadie Heights Section IV**  
*Parcel 000840 015000 & 000840 096000*  
*Perry, Houston County, GA*

This letter is in response to the rezoning application submitted on 10/02/2025, in reference to the above-mentioned project. Please see responses in red below.

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning District?
  - a. Whether the proposed zoning classification complies with Comprehensive Plan and other adopted plans applicable to the subject property. **The subject property is designated as Suburban Residential character area per the 2022 Joint Comprehensive plan, which does comply with our proposed Residential R-3 zoning request.**
  - b. Whether all the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties. **The proposed residential R-3 zoning classification is compatible with the adjacent subdivision zoning. Our proposed development has a mixture of R-1, R-2, and R-3 lots with the large lots adjacent to the existing subdivisions.**
  - c. Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties. **The proposed zoning classification is site plan dependent; any modifications would require City approval. The proposed end use is single family lots.**
  - d. Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools. **The proposed development will not cause excessive burden on city services. The development includes the Commodore Drive Extension between Saddle Creek and Kings Chapel Rd. Commodore Road Extension will be a collector street. Utility letters from the City and County have been obtained.**
  - e. Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification. **There are no existing or changing conditions of which interested parties have been made aware of, that would provide additional support for approval or disapproval.**

If you have any questions, please contact our office at (229) 638-8595 or via email at [permits@aeconllc.net](mailto:permits@aeconllc.net).

Sincerely,  
Axis Engineering Consultants, LLC

Brian H. Braun, PE  
President





Corporate: PO Box 181, Leesburg, GA 31763  
Phone: 229-638-8595  
Website: [www.aeconllc.net](http://www.aeconllc.net)

October 8, 2025

Joe Duffy, AICP  
Perry Community Development Director  
808 Carroll Street  
Perry, GA 31069  
[Joe.duffy@perry-ga.gov](mailto:Joe.duffy@perry-ga.gov)

**RE: Rezoning Standards – Sadie Heights Section IV**  
*Parcel 000840 015000 & 000840 096000*  
*Perry, Houston County GA*

Mr. Duffy,

This letter is in response to the rezoning application submitted on 10/02/2025, in reference to the above-mentioned project. Please see responses in **red** below.

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning District?
  - a. Whether the proposed zoning classification complies with Comprehensive Plan and other adopted plans applicable to the subject property. **The subject property is designated as Suburban Residential character area per the 2022 Joint Comprehensive plan, which does comply with our proposed Residential R-3 zoning request.**
  - b. Whether all the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties. **The proposed residential R-3 zoning classification is compatible with the adjacent subdivision zoning. Our proposed development has a mixture of R-1, R-2, and R-3 lots with the large lots adjacent to the existing subdivisions.**
  - c. Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties. **The proposed zoning classification is site plan dependent; any modifications would require City approval. The proposed end use is single family lots.**
  - d. Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools. **The proposed development will not cause excessive burden on city services. The development includes the Commodore Drive Extension between Saddle Creek and Kings Chapel Rd. Commodore Road Extension will be a collector street. Utility letters from the City and County have been obtained.**
  - e. Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification. **There are no existing or changing conditions of which interested parties have been made aware of, that would provide additional support for approval or disapproval.**
  - f. Whether the subject property has a reasonable economic use as currently zoned. **The subject property has relatively little economic value as currently zoned AG, when compared to potential residential R-3 zoning economic value.**

If you have any questions, please contact our office at (229) 638-8595 or via email at [permits@aeconllc.net](mailto:permits@aeconllc.net).

Sincerely,  
Axis Engineering Consultants, LLC

Brian H. Braun, PE  
President

**Locations:** Leesburg • Warner Robins • Valdosta



Corporate: PO Box 181, Leesburg, GA 31763  
Phone: 229-638-8595  
Website: [www.aeconllc.net](http://www.aeconllc.net)

October 8, 2025

Joe Duffy, AICP  
Perry Community Development Director  
808 Carroll Street  
Perry, GA 31069  
[Joe.duffy@perry-ga.gov](mailto:Joe.duffy@perry-ga.gov)

**RE: Rezoning Letter of Intent Sadie Hights Section IV**  
*Parcel 000840 015000 & 000840 096000*  
*Perry, Houston County, GA*

Dear Mr. Duffy:

On behalf of Patriot Development Group, LLC, the applicant of the property located on Saddle Creek Rd, Perry, Houston County, GA with Parcel IDs 000840 015000 and 000840 096000, to formally request the annexation and rezoning of the property from Houston County R-AG to R-3, Single Family Residential, to facilitate the development of a high-quality residential community.

Our proposal seeks to transform the existing 169.29-acre site into a thoughtfully designed single family development that aligns with the city's growth objectives and meets the increasing demand for diverse housing options in the City of Perry. This development will cater to a range of audience from young professionals, small families, or to retirees, offering modern amenities, aesthetic architecture, and efficient use of land while maintaining compatibility with the surrounding neighborhood.

Development Overview:

- **Project Scope:** The development will include approximately 399 single family lots.
- **Amenities:** Planned features include green spaces, sidewalks, mail kiosk, and park.
- **Design Features:** The homes will incorporate high-quality materials, along with energy-efficient designs.
- **Connectivity and Accessibility:** The development will feature pedestrian sidewalks with multiple vehicle access points via Saddle Creek Rd, Daisy Dr., and Commodore Road Extension.

Compatibility with City Goals - This project aligns with the city's comprehensive plan by:

1. **Promoting Housing Diversity:** Offering a modern housing option to complement the existing family neighborhoods and accommodate a range of household sizes, lifestyles, and income levels.
2. **Smart Land Use:** Efficiently utilizing land to balance residential density with open spaces while maintaining harmony with the surrounding community.
3. **Encouraging Sustainable Growth:** Supporting the city's growth objectives by creating an attractive, well-planned community that adds long-term value to the area.

Community and Economic Benefits- The rezoning and development of this property will offer several benefits, including:

**Locations:** Leesburg • Warner Robins • Valdosta

October 8, 2025

- Expanded housing opportunities to support the city's growing population.
- Increased property tax revenues, contributing to the local economy.
- A well-designed community that enhances the character and livability of the surrounding area.

We respectfully request approval of this rezoning application to enable this project. Our team is committed to working closely with city staff and community stakeholders to address any concerns and ensure this project aligns with the city's standards and expectations.

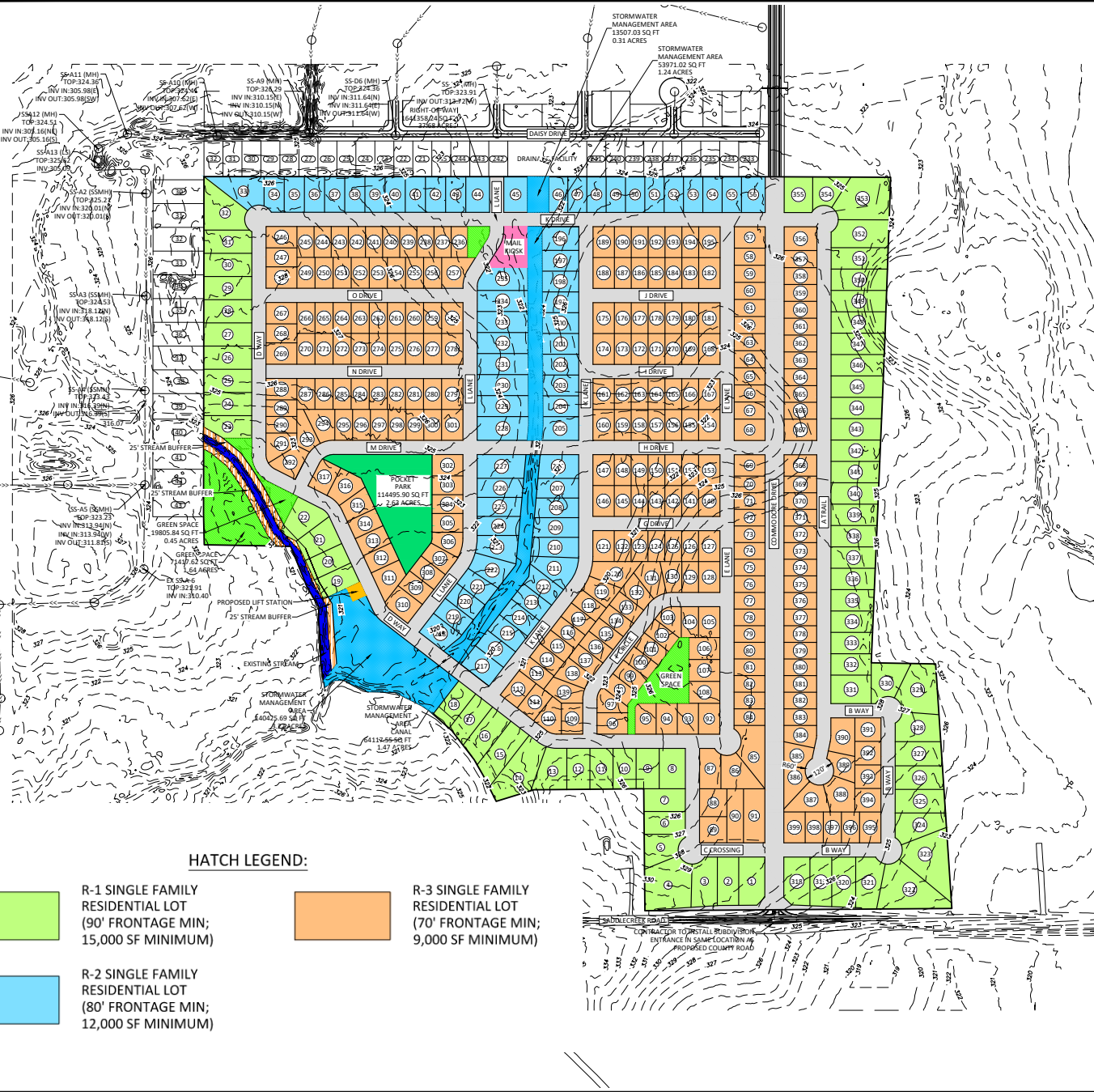
Thank you for your time and consideration of this rezoning request. We look forward to presenting this proposal and working collaboratively to enhance the housing opportunities in the City of Perry.

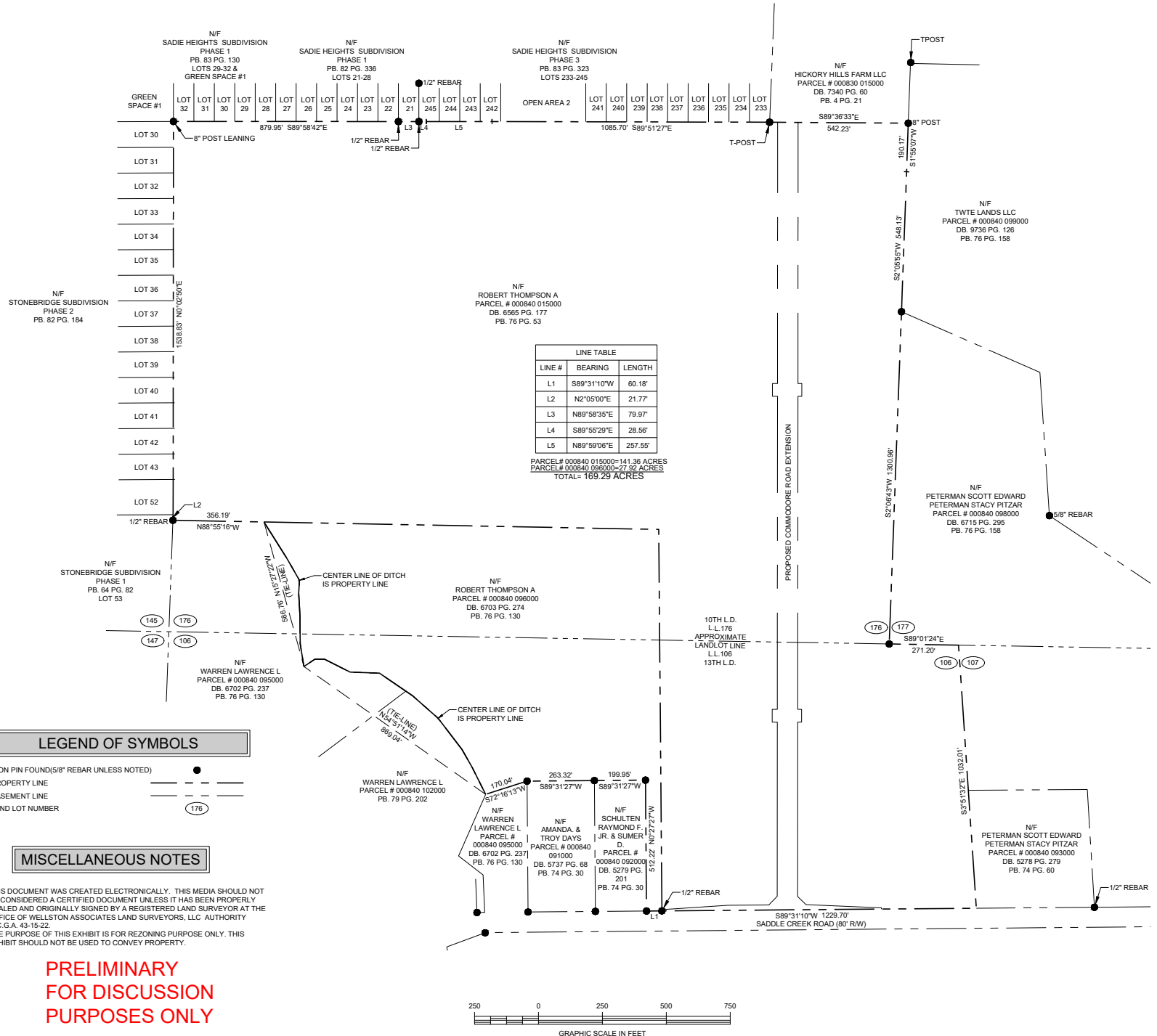
If you have any questions, please contact our office at (229) 638-8595 or via email at [permits@aeconllc.net](mailto:permits@aeconllc.net).

Sincerely,  
Axis Engineering Consultants, LLC



Brian H. Braun, P.E.  
President





Revisions

No.	Date	Description

SAI

SURVEYING AND MAPPING, LLC  
102 ED BAYER COURT, SUITE 130  
WARNER ROBINS, GEORGIA 31088  
OFFICE (770) 971-3362  
email: info@saibiz.com  
www.saibiz.com  
SAI, LLC

COMPILED ZONING EXHIBIT  
FOR  
PATRIOT DEVELOPMENT GROUP

LAND LOTS 176 & 106  
HOUSTON COUNTY  
10TH & 13TH LAND DISTRICT  
GEORGIA

Project No.: 1024087806  
Drawing No.: EXHIBIT  
Drawn By: J.L.P.  
Checked By: S.H.J.  
R.L.S. No.: 3171

Date: 9/12/25  
Scale: 1"=250'  
Sheet No.: 1 of 1





Doc ID: 013409010002 Type: GLR  
Recorded: 05/23/2014 at 11:53:30 AM  
Fee Amt: \$487.00 Page 1 of 2  
Transfer Tax: \$475.00  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk

BK 6565 PG 177-178

(Above space for recording office use.)

After recording return to:

File No.: P14-#232

**WHGM** #68331

WALKER HULBERT GRAY & MOORE, LLP  
P. O. Box 1770 / 909 Ball Street  
Perry, Georgia 31069  
Attorney: JOHN W. HULBERT

STATE OF GEORGIA  
COUNTY OF HOUSTON

**WARRANTY DEED**

THIS INDENTURE, Made the 23 day of May, in the year two thousand fourteen (2014), between

LAURA J. LONG, BARBARA O. TYSON, CLAUDINE PITZER, FLOYD D. PITZER, GARY W. PITZER, ERIC PITZER, THADDEUS A. PITZER, KENYON B. PITZER, JOHN PITZER, MICHAEL L. PITZER, BETTY D. PITZER, JEFFREY W. PITZER, JERRY W. PITZER, LYNN N. PITZER, JASON PITZER and DANIEL C. PITZER

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

ROBERT A. THOMPSON

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

WITNESSETH that: Grantor, for and in consideration of the sum of Other Good and Valuable Considerations and TEN (\$10.00) and NO/100-----DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey or confirm unto the said Grantee, all of the following property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 176 of the 10<sup>th</sup> Land District and Land Lot 106 of the 13<sup>th</sup> Land District of Houston County, Georgia, containing 141.386 acres and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by J. D. Priest and Associates, dated May 8, 2014 and recorded in Plat Book 76, Page 53, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

This conveyance is subject to only stick built homes being erected on said property and no mobile homes or modular homes shall be allowed on said property. This covenant shall run with the land and be binding upon all persons claiming under and through the grantee herein.

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

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

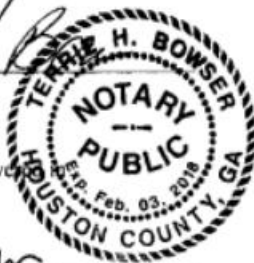
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in  
the presence of:

Barbara O. Tyson (SEAL)  
BARBARA O. TYSON - Individually

John W. Hahn  
Witness

Terrie H. Bowser  
Notary Public



Signed, sealed and delivered  
the presence of:

Claudine Pitzer (SEAL)  
CLAUDINE PITZER - Individually

John W. Hahn  
Witness

Terrie H. Bowser  
Notary Public



Signed, sealed and delivered  
the presence of:

Barbara O. Tyson (SEAL)  
BARBARA O. TYSON as Attorney in Fact for  
LAURA J. LONG (Deed Ref: 5335/101)  
MICHAEL L. PITZER (Deed Ref: 5335/99)  
GARY W. PITZER (Deed Ref: 5349/33)  
ERIC A. PITZER (Deed Ref: 5332/250)  
KENYON B. PITZER (Deed Ref: 5363/115)  
JOHN H. PITZER (Deed Ref: 5335/103)  
THADDEUS A. PITZER (Deed Ref: 5399/234)  
BETTY D. PITZER (Deed Ref: 5438/325)  
JERRY W. PITZER (Deed Ref: 5481/20)  
JEFFREY W. PITZER (Deed Ref: 5481/22)  
LYNN N. PITZER (Deed Ref: 5438/327)  
JASON PITZER (Deed Ref: 5484/86)  
DANIEL C. PITZER (Deed Ref: 5484/84)  
FLOYD PITZER (recorded simultaneously)

John W. Hahn  
Witness

Terrie H. Bowser  
Notary Public





Doc ID: 013409020007 Type: GLR  
Recorded: 05/23/2014 at 11:53:59 AM  
Fee Amt: \$22.00 Page 1 of 7  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk

BK 6565 PG 179-185

After recording, return to:

Loan No.: 057 002 057422-01

*Paid - 5/23/14*  
**& RETURN**  
**WALKER, HULBERT, GRAY & MOORE, LLP**  
**P.O. BOX 1770**  
**PERRY, GA 31069**  
*PI4-232*

AgGeorgia Farm Credit ACA  
as agent/nominee  
**DEED TO SECURE DEBT**  
**GEORGIA**

THIS DEED TO SECURE DEBT, made the 23rd day of May, 2014 between  
Robert A Thompson

hereinafter called Undersigned, whether one or more, and

AgGeorgia Farm Credit ACA

as agent/nominee, a corporation, located at PO Box 1820

Perry

GA 31069-1820, hereinafter called Lender;

WITNESSETH, that Undersigned, for the consideration hereinafter set forth, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto Lender, its successors and assigns, the following described land, including all trees, timber, shrubbery, fixtures and improvements now and hereafter thereon:

(SET FORTH HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE  
A PART HEREOF)

TO HAVE AND TO HOLD the said land with all and singular the rights, members and appurtenances thereunto belonging or in anywise appertaining to the only proper use and benefit of Lender, its successors and assigns, forever, in fee simple.

This conveyance is to be construed as a deed passing the title and not as a mortgage, and is made to secure (1) the performance of the covenants herein contained and the payment of a loan by Lender to  
Gangy Plantation LLC and Robert A Thompson

*RT*



hereinafter called Borrower, whether one or more, in the principal sum of \_\_\_\_\_

Three Hundred Forty Four Thousand Two Hundred Fifty and 00/100

Dollars (\$344,250.00)

) as evidenced by note of Borrower to

Lender dated May 23, 2014, the final payment of which, if not sooner paid, being due and payable on July 1, 2029, same being made a part hereof to the same extent as if it were set forth herein, and all renewals, reamortizations, extensions, refinances, modifications, or other rearrangements thereof, together with interest thereon as provided therein; (2) all additional loans and advances that may subsequently be made to Borrower (or to any one or more of the parties designated as Undersigned or Borrower, with the written consent of the remainder of said Undersigned or Borrower), by Lender, which will be evidenced by a note or notes and all renewals, reamortizations, extensions, refinances, modifications, or other rearrangements thereof, plus interest thereon, and when any payment is made on any indebtedness secured hereby, or on any renewals, reamortizations, extensions, refinances, modifications, or other rearrangements thereof, fresh advances may be made, from time to time, so as to make this contract continuous in nature; such advances, if any, to be made solely at the option of Lender; and (3) all other indebtedness of Borrower to Lender, now due or to become due (whether directly or indirectly) or hereafter to be contracted, and all renewals, reamortizations, extensions, refinances, modifications, or other rearrangements thereof, plus interest thereon, attorneys' fees, court or foreclosure costs, and any advances and interest thereon, which advances are made for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this deed. It is further understood and agreed by all parties hereto that the execution by Borrower and the acceptance by Lender of any notes, renewal notes or other instruments, or the agreement by Lender to any reamortizations, extensions, refinances, modifications, or other rearrangements shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this security deed which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph shall remain uncanceled and in the possession of Lender, its successors and assigns until the total indebtedness hereby secured is paid in full. Provided, however, the lien of this security deed shall not be terminated or otherwise affected during the period of this instrument from the date hereof by repayment in full, one or more times, of all indebtedness then outstanding, unless this instrument shall be formally released or discharged of record. If at any time during the period of said instrument from the date hereof, there be no indebtedness outstanding of Borrower to Lender, and no obligation of Lender to make any further advances to Borrower, Lender will, upon the written request of Borrower or Undersigned, execute and deliver to Undersigned a reconveyance or satisfaction of this instrument.

It is the affirmative intention of Undersigned and Lender to create and establish a perpetual or indefinite security interest in favor of Lender in the real property conveyed hereby, pursuant to O.C.G.A. §44-14-80(a), and specifically to agree that title to the real property conveyed hereby shall not revert to Undersigned for a period of the later of: (i) 20 years from the date of this conveyance or seven years from the maturity of the indebtedness secured hereby, or (ii) the date determined in accordance with O.C.G.A. §44-14-80(b) or §44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed beyond the original maturity date thereof. In addition to all other covenants set forth herein, Undersigned hereby agrees that the perpetual or indefinite security interest hereby established also secures all loans, whenever made and in whatever form made, incident to the open end or other indebtedness provisions of this instrument.

By this instrument Undersigned also hereby grants and conveys unto Lender, its successors and assigns, title to and a security interest in the capital stock, participation certificates, equity reserve and/or allocated surplus credits, if any, now owned or hereafter acquired by Undersigned in Lender.

If, in the event of default, it becomes necessary for Lender, its successors and assigns, to employ an attorney at law to collect the indebtedness then due and secured hereby, Undersigned and/or Borrower agrees to pay reasonable attorneys' fees of not less than ten percent (10%) of the amount secured hereby, and all costs incurred in the collection of all amounts secured hereby, whether by suit, foreclosure, or both, and that said attorneys' fees and costs shall also be secured hereby.

It is further understood and agreed that a default in the terms of any note, renewal, extension, deferment, rearrangement, reamortization, or other writing, contemplated above and hereby secured, including the original note or notes hereby secured, shall constitute and be construed as a default in the terms of all other such notes and instruments, as well as a default in the terms and conditions of this deed to secure debt; and vice versa, a default in any term or condition of this deed to secure debt shall be a default in the terms of each and every note, renewal, extension, modification, refinancing, rearrangement, reamortization, or other writing secured hereby, as aforesaid; and the holder of this deed to secure debt shall have the right, at its option, to declare all of the indebtedness thereby evidenced to be immediately due and payable, and to exercise the powers or rights herein contained for the collection thereof.

For the consideration aforesaid, Undersigned covenants as follows:

1. Undersigned, for himself, his heirs, executors, administrators, successors and assigns, warrants and will forever defend the right and title of said land unto Lender, its successors and assigns, against the claims of all persons whomsoever.
2. Undersigned will insure, and keep insured, as required by Lender from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and in such company or companies, as shall be satisfactory to Lender, the loss, if any, to be payable to Lender as its interest may appear, and will deliver to Lender a policy or policies of insurance with mortgagee clause satisfactory to Lender attached thereto, and will promptly pay when due all premiums for such insurance. In addition to other insurance coverages which Lender in its sole discretion may from time to time require, Undersigned agrees that upon receipt of notification from Lender and within the time period established by Lender, Undersigned will obtain and maintain flood insurance in such amount as Lender requires on all improvements, fixtures and any mobile home(s), now existing or hereafter erected, placed or maintained on or in the land described in this deed to secure debt, together with all other personal property securing Undersigned's obligations to Lender and maintained in or on such lands until the loans, future advances and all other indebtedness secured by such property and this deed to

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secure debt is fully paid. Lender may require Undersigned to obtain and maintain such flood insurance at the time the loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. Undersigned further agrees to pay Lender all reasonable fees and costs Lender incurs in determining whether any of such property is located in an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the loan), together with the cost of premiums and fees incurred with purchasing flood insurance for Undersigned, if Undersigned fails to do so within the time period required by Lender. Any such fees, premiums or costs shall, in Lender's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s) secured hereby or this deed to secure debt. Subject to applicable law, at the option of Lender, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings, and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as Lender in its sole discretion may determine.

3. Undersigned will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said land, and all other amounts that may be or become a lien thereon. Further, if required as a condition of any loan secured hereunder, Undersigned shall pay to Lender on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Lender, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the property; and (b) premiums for any and all insurance required by Lender. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Lender shall promptly refund to Undersigned any funds held by Lender under this escrow requirement.

4. Undersigned agrees the buildings, improvements, fixtures, light fixtures, wiring, accessories or appurtenances now or hereafter erected on the real property described herein, including all equipment, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise, fences, including gates and all connections thereto, and any other thing now or hereafter added therein or thereon which is customary and appropriate shall be deemed fixtures and a part of said real property.

5. Undersigned will keep in good order and condition, preserve, repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of Lender, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other purposes, except for firewood and other ordinary farm purposes.

6. Undersigned covenants that he will not perform any act which might impair or tend to impair the continuation on the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described, and hereby grants a lien on said allotments to Lender.

7. Time is of the essence of the above recited note, of this instrument, and of any other instrument secured hereby. If Undersigned fails to comply with any covenant, condition or agreement in this instrument or in the said note, or in any reamortizations, renewals, extensions, refinances, modifications or any other rearrangements, or in any other instrument secured hereby, or if Undersigned or Borrower misrepresents any fact in any document or instrument executed by Undersigned or Borrower in connection with any indebtedness secured hereby, Lender may at its option, exercise any one or more of the following rights, powers, privileges, and remedies:

(a) Perform the covenants in this instrument and in said note or other instrument hereby secured and all amounts advanced by Lender in so doing shall be due and payable by Undersigned to Lender immediately without notice, and shall be secured by this instrument, and shall bear interest from the date of advance by Lender at the highest rate provided in any note or other instrument secured hereby.

(b) Declare all amounts secured by this instrument immediately due and payable without notice.

(c) Sell, as attorney in fact for Undersigned, (and Lender is hereby granted an irrevocable power of attorney for this purpose), at public outcry to the highest bidder for cash, at the courthouse of the county wherein said land or any part thereof lies, all or any part of said land, after advertising the time, terms and place of sale once a week for four weeks prior to the date of sale in the newspaper in which sheriff's sales are advertised or in any newspaper of general circulation in the county, and to convey to the purchaser the land sold and thereby vest in him fee simple title thereto. Lender may bid and purchase at all sales hereunder. Recitals in deeds executed pursuant to sales hereunder shall be binding and conclusive on Undersigned, his heirs, executors, administrators, successors and assigns. Said land may, in the sole discretion of Lender, be sold in whole or in parcels, at one or more sales, and this power shall not be exhausted until all land herein described is sold and conveyed. The proceeds of any sale shall be applied first to the payment of costs and expenses of sale, next to amounts secured by this instrument, and the remainder, if any, shall be paid to Undersigned, his heirs, executors, administrators, successors or assigns, as shown by the public records of the county where this deed is recorded. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

8. In case of any sale under the power herein contained, Undersigned or any person in possession under him of the land sold shall become and be a tenant holding over, and shall forthwith deliver possession of said land to the purchaser at such sale.

9. That he hereby represents and warrants to Lender that there are no materials (hereinafter collectively called "Special Materials") presently located on or near the premises which, under Federal, state or local law, statute, ordinance, regulation or standard, or administrative or court order or decree or private agreement (hereinafter collectively called "Environmental Requirements"), require special handling in use, generation, collection, storage, treatment or disposal, or payment of costs associated with responding to the lawful directives of any court or agency of competent jurisdiction or for similar economic loss. Such Special Materials include those that violate any national or local contingency plan or the release or threatened release of which may violate or create liability under the Environmental Requirements. Such Special Materials also include (a) asbestos in any form, (b) urea formaldehyde foam insulation, (c) paint containing lead or (d) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls (commonly referred to as

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"PCBs"). Undersigned further represents and warrants to Lender that the premises are not now being used nor have they ever been used in the past for the activities including the use, generation, collection, storage, treatment or disposal of any Special Materials, and in particular, without limiting the generality of the foregoing, the premises are not being used nor have they ever been used in the past for a landfill, surface impoundment or other area for the treatment, storage or disposal of solid waste (including solid waste such as sludge). Undersigned will not place or permit to be placed any such Special Materials on or near the premises. Nothing herein shall be deemed to prohibit or restrict the use, collection, storage, treatment or disposal in a manner consistent with applicable Environmental Requirements, of insecticides, herbicides or other pesticides, fertilizers or petroleum products (including gasoline, motor fuel, crankcase oil, heating oil) as part of the agricultural operations now or hereafter conducted by Undersigned on the premises in a good and husbandlike manner. Undersigned further represents and warrants to Lender that there are no wells or septic tanks or other underground tanks (whether currently in use or abandoned-in-place) on the premises serving any other property and that there are no wells or septic tanks on other property serving the premises. If at any time it is determined that there are Special Materials located on the premises which under any Environmental Requirements require special handling in use, generation, collection, storage, treatment or disposal, Undersigned shall, within 30 days after having obtained actual knowledge thereof, take or cause to be taken, at Undersigned's sole expense, such actions as may be necessary to comply with all Environmental Requirements. If Undersigned shall fail to take such action, Lender may make advances or payments toward performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding related thereto, including, without limitation to the extent permitted by applicable law, reasonable attorneys' fees, fines or other penalty payments, shall be at once repayable by Undersigned and all sums so advanced or paid shall become a part of the indebtedness secured hereby. Failure of Undersigned to comply with all Environmental Requirements shall constitute and be a default under this deed. Undersigned hereby agrees to indemnify and hold Lender harmless to the extent permitted by applicable law for all loss, liability, damage, cost and expenses, including reasonable attorneys' fees, for failure of the premises to comply in all respects with the Environmental Requirements or a breach by Undersigned of any representation, warranty or agreement herein. THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES AND INDEMNITIES OF UNDERSIGNED CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE OCCURRENCE OF ANY EVENT WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE PAYOFF OF THE NOTE(S) SECURED HEREBY, THE RELEASE OR FORECLOSURE OF THIS DEED, OR THE ACCEPTANCE BY LENDER OF A DEED IN LIEU OF FORECLOSURE.

10. Any agent or representative of Lender may enter upon said land at any time for any purpose desired by Lender.

11. All amounts that may hereafter be awarded for condemnation of and tortious injury to any of the land herein described are hereby assigned and shall be payable unto Lender for application, after payment therefrom of attorneys' fees and expenses incurred in connection therewith, on such part of the indebtedness secured hereby as Lender may determine, with no duty on Lender to collect same.

12. In the event Lender becomes a party to any legal proceeding (excluding an action to foreclose this security deed or to collect the debt hereby secured), involving this security deed or the premises described herein (including but not limited to the title to the lands described above, or bankruptcy proceedings of Undersigned or Borrower), Lender may also recover of Undersigned all costs and expenses reasonably incurred by Lender, including reasonable attorneys' fees, which costs, expenses and attorneys' fees when paid by Lender shall become a part of the debt secured hereby and shall be immediately payable upon demand and shall draw interest from the date of advance by Lender until paid at the highest rate provided in any note or other instrument secured hereby.

13. In addition to other advances that Lender may make under the terms of this instrument, in the event Lender advances on behalf of Undersigned and/or Borrower insurance premiums of any kind, such as, but not limited to, premiums for credit life insurance, crop hail insurance, flood insurance or multi-peril insurance, such amounts so advanced by Lender shall be due and payable by Undersigned to Lender immediately without notice, and Lender may add such amounts so advanced to the indebtedness secured hereby and same shall bear interest from the date of advance at the highest rate provided in any note or other instrument secured hereby.

14. Lender shall have the right, exercisable at its discretion so long as this deed to secure debt is in force and effect, to demand in writing the assignment of and transfer to Lender, its successors and assigns, and Undersigned hereby agrees to so assign and transfer, any and all rents, profits, royalties, income or other consideration to be paid or accruing to Undersigned from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and/or secured by this deed to secure debt, with the right of, but no duty upon, Lender, its successors or assigns, to collect same.



15. As further security for the payment of the note herein described, all other indebtedness secured hereby, and for the performance of the terms, conditions, and covenants of said note, or of any other instrument secured hereby, and of this deed to secure debt, upon and during default under this instrument or the said note or any other instrument secured hereby, Undersigned hereby transfers, assigns, and sets over to Lender all of the crops sown or growing upon the land herein described, and Lender shall be entitled to have a receiver appointed to take charge of said land herein described and the crops sown or growing thereon. Further, during said default, all rents, royalties, issues and profits and any other income accruing from the land herein described, destroyed or damaged insured buildings, and insurance funds are hereby assigned, and shall be payable to Lender for application upon such part of the indebtedness, secured hereby or as otherwise provided in this deed to secure debt, as Lender may determine, with the right in, but not duty upon, Lender to collect same.

16. That if a conveyance, lease or other disposition should be made voluntarily by Undersigned (or by any of Undersigned, if more than one) of any title or interest in and to the real property described above, or any part thereof, without the written consent of the lawful holder of this deed to secure debt; or if such title or interest of Undersigned (or any of Undersigned, if more than one) is involuntarily conveyed or transferred as the result of foreclosure of a superior or junior lien or as required under court order or decree as the result of litigation (conveyance or transfer of title or interest resulting from death of Undersigned, or any of Undersigned, if more than one, excepted), without the written consent of the lawful holder of this deed to secure debt, then and in either of said events, and at the option of said holder, and without notice to

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Undersigned, all sums of money secured hereby shall immediately and concurrently with such conveyance, transfer, lease or other disposition become due and payable and in default, whether the same are so due and payable and in default by the specific terms hereof or not.

17. As a condition hereof, it is agreed that Undersigned and/or Borrower shall provide current financial statements, including a balance sheet and income statement, in a form acceptable to Lender as may be requested by Lender while the indebtedness secured hereby or any other indebtedness from Borrower to Lender is outstanding.

18. Undersigned agrees as a condition hereof that all obligations, assignments, releases of real property and/or personal liability, reamortizations, renewals, extensions, refinances, modifications or any other agreements, in writing, made or entered into with Lender by any one or more of the parties herein designated as Undersigned, by any party or parties obligated (primarily or otherwise) to pay any or all of the indebtedness secured hereby, or by any party or parties who have given security of any kind for any or all of the indebtedness secured hereby, are hereby authorized and consented to by all parties herein designated as Undersigned and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of all the parties herein designated as Undersigned.

19. No delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof during the continuance of any default hereunder.

20. Accounting procedures employed by Lender are for its internal record keeping and shall not be interpretive of the legal rights and duties of the parties.

21. Undersigned will comply with all the terms and conditions of any instrument heretofore or hereafter executed by Undersigned, in connection with the loan(s) secured by the instrument.

22. A default under this instrument or under any other instrument heretofore or hereafter executed by Undersigned and/or Borrower to Lender or a default by Undersigned and/or Borrower under any instrument constituting a lien superior to or inferior to the lien of this instrument shall at the option of Lender constitute a default under any one or more or all instruments executed by Undersigned and/or Borrower to Lender thereby giving Lender the option to exercise any one or more of the rights, powers, privileges, and remedies set out herein.

23. An event of default under this instrument will occur if any loan proceeds are used for a purpose that will contribute to the excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. Upon default, the entire indebtedness secured hereby shall, at the option of the Lender, become immediately due and payable with interest thereon at the billing rate then in effect without notice, and this instrument may be foreclosed accordingly.

24. If Undersigned (or any of Undersigned, if more than one), his heirs, successors or assigns, or any assumer of the indebtedness hereby secured, files a petition in voluntary bankruptcy, for receivership, for corporate reorganization, or for other debtor relief of any character or kind, or is adjudged bankrupt, then and in that event, and at the option of Lender, its successors and assigns, Lender, without notice to Undersigned, shall have the right to declare all sums of money secured hereby immediately due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

25. All rights, powers, privileges, options and remedies conferred upon and given to Lender are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of Lender, and by any agent, officer, attorney or representative of Lender, its successors or assigns. All obligations of, and assignments by, Undersigned herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Undersigned.

26. Should, for any reason, any one or more of the foregoing terms or conditions be held to be legally unenforceable, such holding shall not render invalid any other terms or conditions herein contained, which are otherwise legally binding and enforceable; the said terms and conditions of this instrument being severable.

THIS DEED IS EXECUTED BY THE BORROWER IN FAVOR OF, AND THE TERM "LENDER" AS USED HEREIN SHALL INCLUDE, AgGeorgia Farm Credit ACA, FOR ITSELF AND AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES AgGeorgia FLCA and AgGeorgia PCA, AS THEIR INTERESTS MAY APPEAR.

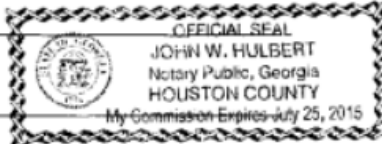
*RAT*

IN WITNESS WHEREOF, Undersigned has hereunto set his hand and seal (and if Undersigned is a corporation it has caused these presents to be executed and its corporate seal to be hereto affixed by its proper officers thereunto first duly authorized), the day and year first above written.

Signed, sealed and delivered in the presence of:

Shellie H. Johnson

John W. Hulbert



Notary Public, State of Georgia

My Commission Expires: \_\_\_\_\_

UNDERSIGNED:

Robert A. Thompson

Robert A Thompson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

**SCHEDULE A**  
**Description of Property**

All that tract or parcel of land situate, lying and being in Land Lot 176 of the 10<sup>th</sup> Land District and Land Lot 106 of the 13<sup>th</sup> Land District of Houston County, Georgia, containing 141.386 acres and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by J. D. Priest and Associates, dated May 8, 2014 and recorded in Plat Book 76, Page 53, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

The above described property is subject to all easements and restrictions of record, if any.

Loan Name: GANGY PLANTATION, LLC  
Loan Number:

  
\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials



All that tract or parcel of land lying and being in land lots 106 and 176 of the 10th and 13th land district of Houston County, Georgia being more particularly described as follows.

Beginning at a 5/8" rebar at the common land lot corner of land lots 176 and 177

Thence, leaving said corner S 89° 01' 24" E for a distance of 271.20 feet along the line between the lands of Stacy and Edward Scott Peterman and the lands of Robert A. Thompson to a point at the common corner of land lots 106 and 107.

Thence, leaving said corner S 03° 51' 32" E for a distance of 1032.01 feet along lines between Stacy and Edward Scott Peterman and the lands of Robert A. Thompson to a point along the northern right-of-way of Saddle Creek Road having an 80' right-of-way.

Thence, along said right-of-way S 89° 31' 00" W for a distance of 1229.70 feet to a 1/2" rebar.

Thence, S 89° 31' 10" W for a distance of 60.18 feet to a 5/8" rebar.

Thence, leaving said right-of-way N 00° 27' 27" W for a distance of 512.22 feet along the line between Summer and Raymond F. Schulten Jr. and the lands of Robert A. Thompson to a 5/8" rebar.

Thence, S 89° 31' 27" W for a distance of 199.95 feet along the line between Robert A. Thompson and the lands of Summer and Raymond F. Schulten Jr. to a 5/8" rebar.

Thence, S 89° 31' 27" W for a distance of 263.32 feet along the line between Robert A. Thompson and the lands of Amanda and Troy S. Days to a 5/8" rebar.

Thence, S 72° 16' 13" W for a distance of 170.04 feet along the line between Robert A. Thompson and the lands of Lawrence L. Warren to a point at the center of a ditch.

Thence, along the center of a ditch being the property line between Robert A. Thompson and the lands of Lawrence L. Warren having the following tie calls N 54° 51' 14" W a distance of 869.04 feet to a point.

Thence, N 15° 27' 22" W a distance of 586.76 feet to a point.

Thence, leaving said ditch N 88° 55' 16" W a distance of 356.19 feet along the line between Robert A. Thompson and the lands of Lawrence L. Warren to a 1/2" rebar.

Thence, N 02° 05' 00" E for a distance of 21.77 feet along the line between Robert A. Thompson and lands of Stonebridge Subdivision to a point.

Thence, N 00° 02' 50" E for a distance of 1538.83 feet along the line between Robert A. Thompson and lands of Stonebridge Subdivision to a 8" post.

Thence, S 89° 58' 42" E for a distance of 879.95 feet along the line between Robert A. Thompson and lands of Sadie Heights Subdivision to a 1/2" rebar.

Thence, N 89° 58' 35" E for a distance of 79.97 feet along the line between Robert A. Thompson and lands of Sadie Heights Subdivision to a 1/2" rebar.

Thence, S 89° 55' 29" E for a distance of 28.56 feet along the line between Robert A. Thompson and lands of Sadie Heights Subdivision to a point on a line.

Thence, N 89° 59' 06" E for a distance of 257.55 feet between Robert A. Thompson and lands of Sadie Heights Subdivision to a point.

Thence, S 89° 51' 27" E for a distance of 1085.70 feet along the line between Robert A. Thompson and lands of Sadie Heights Subdivision to a T-post.

Thence, S 89° 36' 33" E for a distance of 542.23 feet along this line between Robert A. Thompson and the lands of Hickory Hills Farm LLC to an 8" post.

Thence, S 01° 55' 07" W for a distance of 190.17 feet along the line between Robert A. Thompson and lands of TWTE Lands, LLC to a point.

Thence, S 02° 05' 55" W for a distance of 548.13 feet along the line between Robert A. Thompson and lands of TWTE Lands, LLC to a 5/8" rebar.

Thence, S 02° 06' 43" W for a distance of 1300.96 feet along the line between Robert A. Thompson and the lands of Stacy and Edward Scott Peterman to the point of beginning.

Said tract or parcel of land being 169.29 acres more or less.