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Planning Commission Agenda
Monday, July 13, 2026, 6:00 pm
Perry City Hall - Council Chambers - 808 Carroll Street, Perry

1. Call to Order

2. Roll Call

3. Invocation

4. Approval of Minutes from June 8, 2026, regular meeting

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-0041-2026.** Amendment to Subsection 6-9.6, Nonresidential district sign standards, IC, Interstate Corridor Overlay District. *A*mendment to establish permitting guidelines for monument monopole signs and ground flags. (Tabled from June 8, 2026, meeting)

8. New Business

A. Public Hearing (Planning Commission decision)

1.**PLAT-0073-2026.** Preliminary plat for The Cottages at District Downtown subdivision at Mims Court and Washington Street. The applicant is Chad Bryant.
2.**PLAT-0075-2026.** Preliminary Plat for Houston Springs Phase 3 located on Airport Road. The applicant is Edgar Hughston Builder, Inc.
3.**PLAT-0067-2026.** Preliminary plat for Saddleridge subdivision at 411 Langston Road. The applicant is HWB Properties, LLC
4.**PLAT-0078-2026**. Preliminary plat for Live Oaks Landing, Section 2 at 101 Fairway Oaks Drive. The applicant is Axis Engineering Consultants.

B. Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on August 4, 2026)

1.**SUSE-0090-2026.** Special exception for residential business for property located at 1212 Swift Street. The applicant is Beth Van Hoose.
2.**ANNX-0084-2026.** Annex and rezone property located on Perry Parkway from Houston County R-AG to City of Perry R-TH, Townhouse Residential District. Parcel No. 000310 040000. The applicant is HWB Development, LLC. *(Applicant has withdrawn application)*

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3.**ANNX-0085-2026.** Annex and rezone property located on Perry Parkway from Houston County R-AG to City of Perry C-2, General Commercial District. Parcel Nos. 000310 021000 & 000310 039000. The applicant is HWB Development, LLC. *(Applicant has requested to table application)*
4.**ANNX-0088-2026.** Annex and rezone properties located at 1915, 1919, 1921, and 2001 Hwy 127 from Houston County R-AG & C-2 to City of Perry C-2, General Commercial District. Parcel Nos. 000560 030000, 000560 060000, 000560 056000, 000560 055000, 000560 054000, 000560 053000, 000560 031000, 000560 32A000. The applicant is Madison Holland.
5.**RZNE-0087-2026.** Rezone property located at Hwy 341 South from R-3 to C-2, General Commercial District. Parcel No. 0P0480 055000. The applicant is Bryant Engineering.
6.**TEXT-0089-2026**. Amendment to Subsection 6-9.6, Nonresidential district sign standards, *A*mendment to Sec 6-9.6 (C)(2) Prohibited signs in C-3 and DD districts. The applicant is the City of Perry.

C. Other Business

D. Commission questions or comments

E. Adjournment

Planning Commission Minutes
June 08, 2026

1. Call to Order: Vice Chairman Hayes called the meeting to order at 6:00 pm.

2. Roll Call: Vice Chairman Hayes; Commissioners Guidry, Ross, and Story were present. Chairman Mehserle and Commissioner Shelton were absent.

   Staff: Holly Wharton- Economic Development Director and Christine Sewell

   Guests: Marcus Northern

3. Invocation - was given by Commissioner Ross

4. Approval of Minutes from May 11, 2026, regular meeting and work session of April 27, 2026 – Commissioner Guidry motioned to approve as presented; Commissioner Ross seconded; all in favor and was unanimously approved.

5. Announcements - Vice Chairman Hayes 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 – Tabled from May 11, 2026, meeting

   1. **TEXT-0041-2026.** Amendment to Subsection 6-9.6, Nonresidential district sign standards, IC, Interstate Corridor Overlay District. Amendment to establish permitting guidelines for monument monopole signs and ground flags. The applicant is the City of Perry.

   Ms. Wharton advised the IC, Interstate Corridor Overlay District is composed of lands adjacent to Interstate 75 (I-75) and is intended to regulate the placement of outdoor advertising signs along I-75, unfortunately no standards for ground signs have been clarified. The amendment seeks to establish permitting guidelines for Monument and Monopole signs, as well as ground flags.

   Ms. Wharton advised the amendment allows to increase allowable monument or monopole sign height in Interstate Corridor Overlay District to 100 feet, an example would be Mason Tractor on St. Patrick's Drive, which currently has a 20-foot monopole sign. Ms. Wharton advised interpretation of the proposed amendment and the definition of adjacent to I-75 after consulting with the city attorney as proposed would not be permitted, but can define adjacent which is that they share a common boundary or be contiguous with an adjoining parcel of land. Commissioner Story asked if changing based on city attorney comment; Ms. Wharton advised she is seeking guidance, as it could become precarious on interpretation and what is clearly determined as being adjacent. Commissioner Story suggested recommending approving the amendment as presented and forward to Council for their decision, as it's not the Commission's role to interpret and is in support of monopole signs. Vice Chairman Hayes suggested removing the road abutting; Ms. Wharton advised adjacent is clear and suggested updating in the specific district and put in parameters. Commissioner Guidry suggested with distance in lieu of

DRAFT

adjacent. Commissioner Ross motioned to table for further discussion at the Commission's next work session; Commissioner Guidry seconded; the motion passed 3 to 1 to table with Commissioner Story opposed.

8. New Business

A. Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on July 7, 2026)

1. **RZNE-0066-2026.** Rezone property located at 2107 N Hwy 41, from R-3 to C-2, General Commercial District. The applicant is Marcus Northern.

Ms. Wharton read the applicants' request, along with staff responses, which was to rezone 1.0 acre from R-3, Single Family Residential District to C-2, General Commercial District, for use as a real estate office.

Vice Chairman Hayes opened the public hearing at 6:22pm and called for anyone in favor of the request. The applicant, Mr. Marcus Northern, reiterated the request and advised he would be running a real estate office on the premises. He further noted, the previous use was for a group home, and it's current layout makes for better use as an office space in lieu of converting back to residential. Will adhere to all permits and parking requirements.

Vice Chairman Hayes called for anyone opposed; there being none the public hearing was closed at 6:24 pm.

Commissioner Guidry inquired if the adjacent church was aware of the request; Mr. Northern advised that they are, as he is purchasing from them.

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

B. Other Business – None

C. Commission questions or comments – None

D. Adjournment: there being no further business to come before the Commission, the meeting was adjourned at 6:28 pm.

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STAFF REPORT (Amended)

July 8, 2026

CASE NUMBER: TEXT 0041-2026

APPLICANT: Joe Duffy for the City of Perry

REQUEST: Amend Subsection 6-9.9, *Nonresidential district sign standards to establish guidelines for monument and monopole signs and ground flags.*

Amend Subsection 3-2.2, *Establishment of zoning districts and specific purposes to clarify the description of Interstate Corridor Overlay District.*

STAFF COMMENTS:

The *IC, Interstate corridor overlay district.* is composed of lands adjacent to Interstate 75 (I-75) and is intended to regulate the placement of outdoor advertising signs along I-75, unfortunately no standards for ground signs have been clarified. This amendment seeks to establish permitting guidelines for Monument and Monopole signs, as well as ground flags.

Following direction received at the Planning Commission work session on June 22, 2026, staff has provided an amended report with an additional clarifying statement within the description of the Interstate Corridor (IC) Overlay District. This amendment is intended to allow properties only separated from Interstate 75 by a public right of way to be considered within the IC overlay district.

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.** The Interstate corridor overlay district was adopted with intent to regulate the placement of outdoor advertising along I-75, however no such standards were established for common types of ground mounted signs. Given the extent to which the I-75 adjacent parcels are unique within the City of Perry, it does make sense to follow through with guidelines intended to align with the interstate highway's presence.

(4) **Whether, and the extent to which the proposed amendment addresses a demonstrated community need.** A demonstrated community need exists, in that businesses present within the Interstate Corridor Overlay do not have outdoor advertising standards established, as indicated were needed by the creation and intent of the overlay district.

(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 signage ordinance.

(6) **Whether, and the extent to which the proposed amendment will result in logical and orderly development pattern.** The amendment is intended to encourage a more logical and orderly signage 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.** The amendment has no direct impact on the natural environment.

(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 impact on public facilities and services.

STAFF RECOMMENDATION:
Approval as submitted.

ARTICLE 3. - ESTABLISHMENT OF ZONING DISTRICTS

Sec. 3-2. - District descriptions.
(D) Overlay zoning districts. Overlay zoning districts provide additional regulations or restrictions on the based zoning districts over which they may be laid.

IC, Interstate corridor overlay district. This district is composed of lands adjacent to Interstate 75 (I-75) or only separated by a public right of way. The new requirements are intended to regulate the placement of outdoor advertising signs along I-75.

Proposed additions to Section 6-9.6. *Nonresidential district sign standards* – including specifics within *Table 6-9-2.*

(A) *Ground signs in nonresidential districts.* Ground signs permitted in the nonresidential base zoning districts, and the PC, DD, IC and NC overlay districts shall comply with the provisions in Table 6-9-2.

Proposed additions to Sec. 6-9.6. Nonresidential district sign standards – including specifics within Table 6-9.2.

(A) *Ground signs in nonresidential districts.* Ground signs permitted in the nonresidential base zoning districts, and the PC, DD, IC, and NC overlay districts shall comply with the provisions in Table 6-9-2.

Table 6-9-2. Standards for Ground Signs in Nonresidential Zoning and Overlay Districts

Zoning and Overlay District	Sign Type	Maximum Square Feet per Sign Face			Maximum Number per Lot	Maximum Height (feet)	Illumination Allowed
		Not based on lot size	Lot size > 3 acres	Lot size 3 acres or less			
C-1, C-2 M-1, M-2 IMU, MUC, GU	Monument; Monopole	n/a	100	75	2	20	Internal or External
	Ground-mounted Flag	48 total per pole	n/a	n/a	3 flagpoles	35	External only
Interstate Corridor Overlay (IC)	Monument; Monopole	n/a	100	75	1	100	Internal or External
	Ground-mounted Flag	Same as base zoning district					
Parkway Corridor Overlay (PC)	Monument	n/a	100	75	1 per street front	20	Internal or External
	Ground-mounted Flag	Same as base zoning district					
LC, OI, NMU, Neighborhood Commercial Corridor Overlay (NC)	Monument; Post & Arm	32	n/a	n/a	1 per street front	15	External only
	Ground-mounted Flag	48 total per pole	n/a	n/a	1 flagpole	35	
C-3, Downtown Development Overlay (DD), Downtown Historic Preservation Overlay (HP)	Monument; Post & Arm	32 for Monument; 12 for Post & Arm	n/a	n/a	1 per street front	10	External; Internal by COA only*
	A-frame**	6	n/a	n/a	1 per tenant	4	Not Allowed
	Ground-mounted Flag	48 total per pole	n/a	n/a	1 flagpole	35	External only

All ground signs and flags shall be set back at least 10 feet from the property lines
*Certificates of appropriateness must be reviewed by the Main Street Advisory Board and issued by the administrator
**A-frame signs shall be located so an accessible pedestrian path is maintained on a sidewalk and shall be displayed only during the sign owner's business hours.

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Application # TEXT-0041-2026

Application for Text Amendment

Contact Community Development (478) 988-2720

Applicant Information

*Indicates Required Field

	Applicant
*Name	Joe Duffy for the City of Perry
*Title	Community Development Director
*Address	741 Main Street, Perry, GA 31069
*Phone	478-988-2714
*Email	joe.duffy@perry-ga.gov

Request

*Please provide a summary of the proposed text amendment:
Amendments to Subsection 6-9.6, *Nonresidential district sign standards*.
The *IC, Interstate corridor overlay district.* is composed of lands adjacent to Interstate 75 (I-75) and is intended to regulate the placement of outdoor advertising signs along I-75, unfortunately no standards for ground signs have been clarified. This amendment seeks to establish permitting guidelines for Monument and Monopole signs, as well as ground flags.

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 must state the reason for the proposed text amendment. See Sections 2-2 and 2-3.2 of the Land Management Ordinance for more information.
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. Text amendment applications require an informational hearing before the planning commission and a public hearing before City Council.
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, have you, the applicant, made either campaign contributions and/or gifts totaling $250.00 or more to a local government official? Yes____ No__X_
   If yes, please complete and submit the attached Disclosure Form.
8. 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.
9. Signatures:

*Applicant	Joe Duffy, Director of Community Development, for the City of Perry	*Date
Joe Duffy		3/23/26

Standards for Amendments to the Text of the Land Management Ordinance

In reviewing an application for an amendment to the text of the ordinance and acting on said application, the planning commission and city council may consider the following standards:

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

This amendment is not inconsistent with these plans.

(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.

The Interstate corridor overlay district was adopted with intent to regulate the placement of outdoor advertising along I-75, however no such standards were established for common types of ground mounted signs. Given the extent to which the I-75 adjacent parcels are unique within the City of Perry, it does make sense to follow through with guidelines intended to align with the interstate highway's presence.

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

A demonstrated community need exists, in that businesses present within the Interstate Corridor Overlay do not have outdoor advertising standards established, as indicated were needed by the creation and intent of the overlay district.

(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 signage ordinance.

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

The amendment is intended to encourage a more logical and orderly signage 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.

The amendment has no direct impact on the natural environment.

(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 impact on public facilities and services.

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STAFF REPORT

July 8, 2026

CASE NUMBER: PLAT 0073-2026 104 Mims Court

APPLICANT: Chad Bryant, Bryant Engineering

REQUEST: Mims Court Preliminary Plat

LOCATION: 104 and 108 Mims Court and 1218 Washington Street; 0P0390 14B000, 0P0390 14C000, 0P0390 14D000

ADJACENT ZONING/LANDUSES:

	Zoning Classification	Land Uses
North	C-3	Commercial and undeveloped
South	C-3	Commercial
East	C-3	Residential
West	GU	Government Use (City of Perry Administration)

SPECIFICATIONS (per submitted plat):

1. Zoning: Neighborhood Mixed Use
2. Use: Single Family Residential (detatched)
3. Number of Lots: 9
4. Minimum Lot Area: 1,500SF (cottage court); Proposed average 3,300SF
5. Minimum Lot Width: Required 25FT SFR; Proposed average of 50FT+
6. Maximum Lot Coverage: 70%
7. Common Areas
    a. 19 shared vehicle parking spaces
    b. 6 covered golf cart parking spaces
    c. Bike rack
    d. Shared courtyard areas
    e. 4FT sidewalk fronting all lots connecting to Washington Street

STAFF COMMENTS: The proposed plat is a cottage court style development within the City of Perry's Downtown Development District. The applicant is proposing to develop 9 total lots with single-family detached homes which all share common amenities as is consistent in cottage court neighborhoods. This includes shared courtyard style greenspaces, off-street parking areas, and sidewalks. This type of development is consistent with the Neighborhood Mixed Use Zoning and supports the need for additional housing in the downtown area as outlined in the DDA housing study completed in 2023. The preliminary plans and proposed home designs have been reviewed by the Main Street Advisory Board and have received a Certificate of Appropriateness.

STAFF RECOMMENDATION: Approval with the following conditions. Conditions 2-5 reflect Main Street Advisory Board Notice of Action for Certificate of Appropriateness.

1. Applicant shall provide addresses prior to final plat approval.
2. Any exterior siding material of homes shall be fiber cement/hardie board material.
3. Location of utility meters and mechanical equipment shall be screened from public view to the greatest extent practicable
4. Landscape plan shall reflect additional landscaping extending to the rear property line of the development.
5. Full site plan approval is pending LOMA review and approval by the State of Georgia.

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Application # PLAT 0073-2026

Application for Subdivision

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Chad Bryant, Bryant Engineering	CCCCT Investments, LLC
*Title	Owner	Owner
*Address	111 Perimeter Rd, Suite A	P.O. Box 1821
*Phone	[redacted]	[redacted]
*Email		

Property Information

*Street Address	104 Mimms Ct		
*Tax Map #(s)	0P0390 14C000	*Zoning Designation	NMU
*# Original Lots	3	*Total Acreage	1.28
*# Proposed Lots	9	*Total Acreage	1.28

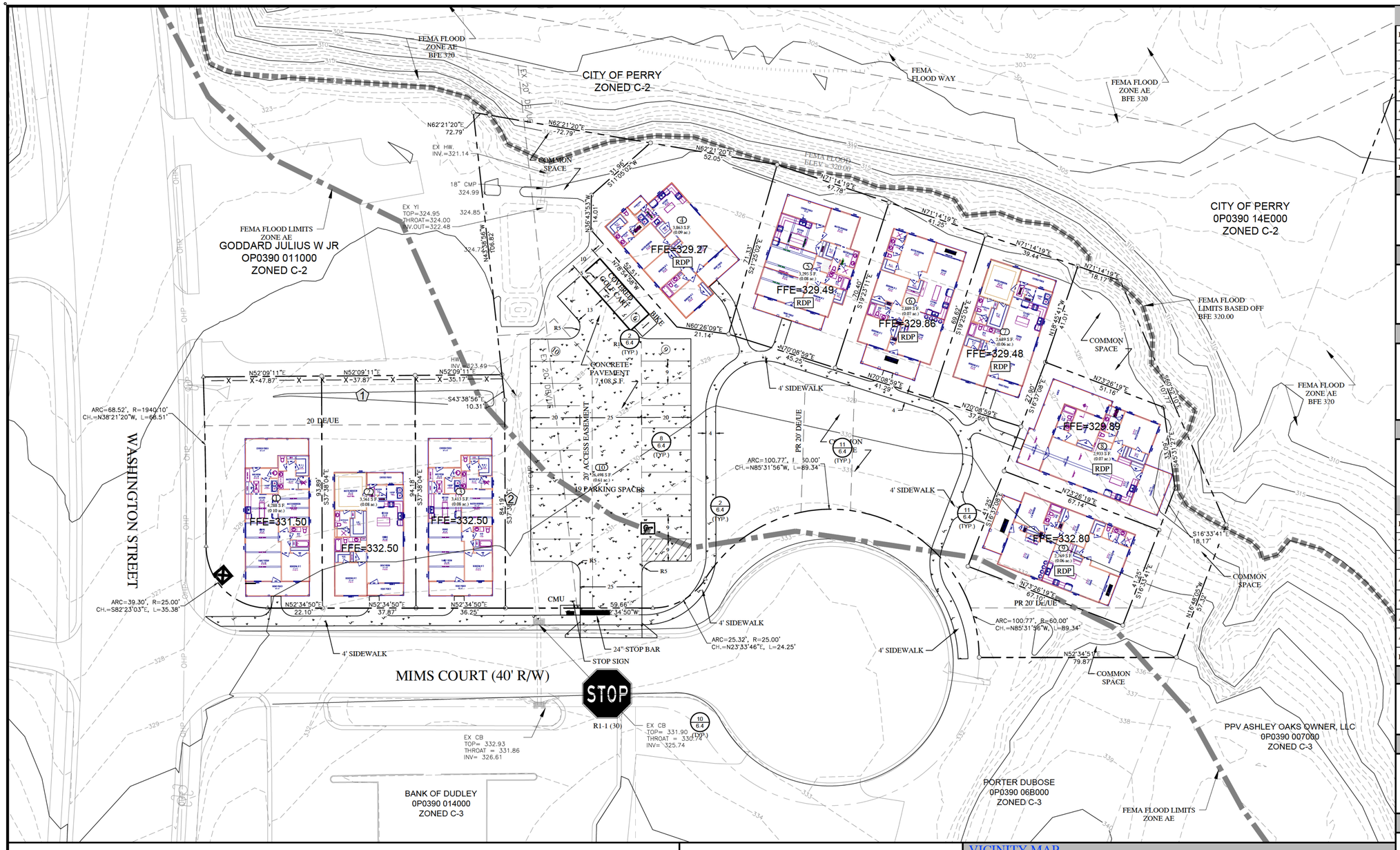
Instructions

1. Please refer to Sections 2-3.13 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	Chad Bryant	*Date	5/11/2026
*Property Owner/Authorized Agent	CCCCT Investments/ Chad Bryant	*Date	5/11/2026

Revised 3/27/26



FEMA FLOOD NOTE:
THIS PARCEL HAS BEEN INCORRECTLY MAPPED WITHIN THE SPECIAL FLOOD HAZARD AREA BASED ON FEMA BASE FLOOD ELEVATIONS THAT DO NOT REFLECT THE ACTUAL TOPOGRAPHY DOCUMENTED BY CERTIFIED SURVEY. UPON SUBDIVISION OF THE PARENT PARCEL, EACH NEWLY CREATED LOT SHALL BE REQUIRED TO OBTAIN AN INDIVIDUAL FEMA LETTER OF MAP AMENDMENT (LOMA) TO REMOVE THE ENTIRE LOT FROM THE SPECIAL FLOOD HAZARD AREA, BASED ON CERTIFIED ELEVATION DATA DEMONSTRATING THAT NO FILL HAS BEEN PLACED AND THAT THE NATURAL GROUND ELEVATIONS ARE ABOVE THE BASE FLOOD ELEVATION. APPROVAL OF THE SUBDIVISION DOES NOT CONSTITUTE A FEMA FLOOD ZONE REVISION; THE DEVELOPER MUST APPLY FOR AND SECURE A LOMA FOR EACH PLATTED LOT.

ZONING REQUIREMENTS

Site	
Site width/depth:	150 ft min.
Cottage court units per site:	5 min./ 10 max.
Courtyard	
Area:	3,000 sf min.
Width:	40 ft min.
Courtyard may not be parked or driven upon, except for emergency access and permitted temporary events.	
Pedestrian Access	
Entrance facing street:	Required for units along street
Walkway width:	3 ft min. /5 ft max.

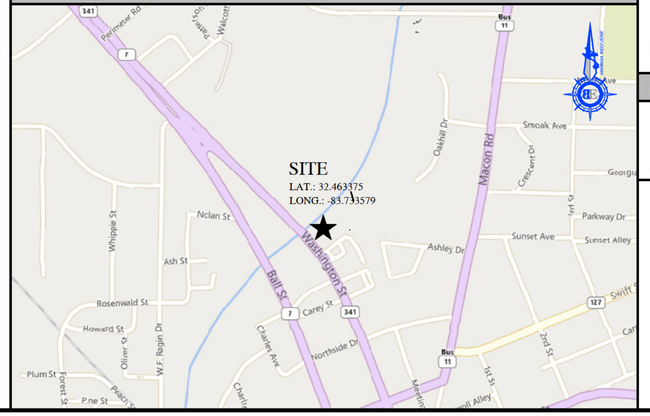
Site Standards		
Min. Amenity Space Requirement:	10% of site (all sites)	
Min. Civic Space Requirements:	10% of site (only sites over 5 acres)	
Lot Standards	Ⓐ Area	Ⓑ Width
Detached House:	2,500 sf	25 ft
Carriage House:	Same as principal structure	
Duplex:	2,500 sf	25 ft
Townhouse:	900 sf	20 ft
Cottage Court:	1,200 sf	20 ft
All other Building Types:	2,500 sf	20 ft
Lot Coverage		
Ⓒ All Building Types:	70% max.	

UTILITY NOTES

1. ALL UTILITIES, STORM DRAINS AND SERVICE LINES WILL BE MARKED WITH LOCATOR WIRE.
2. ALL WATER INSTALLATIONS SHALL CONFORM TO CITY OF PERRY UTILITY DEPARTMENT LATEST EDITION.
3. THE EXISTING UTILITIES SHOWN ON THIS PLAN WERE OBTAINED FROM VARIOUS UTILITY COMPANIES, VARIOUS GOVERNMENTAL AGENCIES, AND ABOVE GROUND OBSERVATION. THE SURVEYOR AND/OR ENGINEER MAKE NO CLAIM TO THE COMPLETENESS OF THIS INFORMATION. THE SIZE, LOCATION, OR ADDITIONAL UTILITIES MAY BE UNCOVERED UPON EXCAVATION. PRIOR TO BEGINNING ANY EARTH DISTURBING ACTIVITIES, THE UTILITY PROTECTION SERVICE FOR THIS AREA MUST BE NOTIFIED.

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VICINITY MAP



SITE PROJECT DATA

PROJECT ADDRESS	1218 WASHINGTON ST.
TOTAL SITE AREA	1.28 AC.
TOTAL DISTURBED AREA	1.28 AC.
ADJ. ZONING (NORTH)	C2
ADJ. ZONING (SOUTH)	MIMS COURT
ADJ. ZONING (EAST)	C3
ADJ. ZONING (WEST)	WASHINGTON ST
IMPERVIOUS AREA	0.52 ACRES

FLOOD ZONE INFORMATION

PER FEMA FLOOD MAP, PANEL NUMBER 13153C0153E , THIS PROJECT DOES LIE WITHIN A FLOODPLAIN EFFECTIVE DATE: SEPTEMBER 28, 2007

OWNER/PRIMARY PERMITTEE

CCCCT INVESTMENTS, LLC
P.O. BOX 1821
PERRY
478-256-3419
EMAIL: SEAN@RCICOLLISION.COM

ENGINEER CONTACT

CHAD R. BRYANT, P.E.
PRESIDENT
BRYANT ENGINEERING
111 PERIMETER ROAD, SUITE A
PERRY, GA 31069
OFFICE: (478) 224-7070
EMAIL: chad@bryantengllc.com

SURVEYOR CONTACT

MARTY McLEOD, R.L.S.
MCLEOD SURVEYING, LLC.
111 PERIMETER ROAD, SUITE A
PERRY, GA 31069
(478) 224-7070

SITE PROJECT DATA

PROJECT ADDRESS	1218 WASHINGTON ST.
TOTAL SITE AREA	1.28 AC.
TOTAL DISTURBED AREA	1.28 AC.
ADJ. ZONING (NORTH)	C2
ADJ. ZONING (SOUTH)	MIMS COURT
ADJ. ZONING (EAST)	C3
ADJ. ZONING (WEST)	WASHINGTON ST
IMPERVIOUS AREA	0.52 ACRES

FLOOD ZONE INFORMATION

PER FEMA FLOOD MAP, PANEL NUMBER 13153C0153E , THIS PROJECT DOES LIE WITHIN A FLOODPLAIN EFFECTIVE DATE: SEPTEMBER 28, 2007

OWNER/PRIMARY PERMITTEE

CCCCT INVESTMENTS, LLC
P.O. BOX 1821
PERRY
478-256-3419
EMAIL: SEAN@RCICOLLISION.COM

ENGINEER CONTACT

CHAD R. BRYANT, P.E.
PRESIDENT
BRYANT ENGINEERING
111 PERIMETER ROAD, SUITE A
PERRY, GA 31069
OFFICE: (478) 224-7070
EMAIL: chad@bryantengllc.com

SURVEYOR CONTACT

MARTY McLEOD, R.L.S.
MCLEOD SURVEYING, LLC.
111 PERIMETER ROAD, SUITE A
PERRY, GA 31069
(478) 224-7070

20 10 0 20 40
GRAPHIC SCALE IN FEET
1" = 20'

GEORGIA REGISTERED No. 024595 PROFESSIONAL ENGINEER CHAD RUSSELL BRYANT
EXPIRATION: 6/30/2027

CHAD R. BRYANT, P.E.
GSWCC LEVEL II
DESIGN PROFESSIONAL
CERTIFICATION # 24596
EXPIRATION: 12/5/2027

BRYANT ENGINEERING
111 Perimeter Road, Suite A P.O. Box 1821
phone: (478) 224-7070 Perry, Georgia 31069
www.bryantengllc.com

BRYANT ENGINEERING, LLC
ENGINEER FIRM
LICENSE NO. PEF007211
EXPIRATION DATE: 6/30/26

COUNTY:	HOUSTON	49/10	
LL/DISTRICT:		0665-009-MASTER	
DWG:		2/23/26	
DATE:		1" = 20'	
SCALE:		0665-009	
JOB NO.:			

THIS DRAWING IS THE PROPERTY OF BRYANT ENGINEERING, LLC. AND IS RELEASED AS PRELIMINARY / REVIEW ONLY UNLESS NOTED AS RELEASED FOR CONSTRUCTION. THIS DRAWING MAY NOT BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT.

PRELIMINARY PLAT FOR:
THE COTTAGES AT DISTRICT DOWNTOWN
PERRY GEORGIA

REVISIONS		
NO.	DATE	DESCRIPTION

SHEET NO.
C-7.1

P:\06 - DEVELOPER\0665 - CCCCT INVESTMENTS, LLC\0665-009 - MIMS COURT DEVELOPMENT\DWG\0665-009-MASTER.DWG(5/11/2026 3:27 PM)

Where Georgia comes together.

STAFF REPORT

July 8, 2026

CASE NUMBER: PLAT 0075-2026 Houston Springs Phase 3

APPLICANT: Tyler Findley, Edgar Hughston Builder, Inc.

REQUEST: Approval of Houston Springs Phase 3 Preliminary Plat

LOCATION: 211 Airport Road; 0P0530 008000, 0P0530 011000

ADJACENT ZONING/LANDUSES:

	Zoning Classification	**Land Uses**
North	County	RAG; Residential
South	PUD	Residential
East	C-2; GU	Undeveloped; Heritage Oaks Park
West	PUD	Residential

SPECIFICATIONS (per submitted plat):

1. Use: Single Family Residential (detatched)
2. Number of Lots: 90 lots
3. Minimum Lot Area: 4,000SF; Proposed average 6,000SF+
4. Minimum Lot Width: Required 50FT SFR; Proposed 50FT
5. Setbacks: Front avg.: 20FT
6. Proposed Amenities Areas: 2 Community Open Space Park on interior parcel pods; 2 new 8FT golf cart path connections

STAFF COMMENTS: The proposed plat encompasses a new portion of Houston Springs that has not yet been developed. This phase is a new portion on the northern side of the existing Houston Springs neighborhood. The preliminary plat meets the minimum standards as required by the Houston Springs PUD regulating plan; however, maximum lot coverage could not be determined since dwelling size was not provided. Lots 47–49 do not have direct access to a sidewalk along Fairway Loop. Consider adding a sidewalk at lots 46-49.

STAFF RECOMMENDATION: Approval with the following conditions.

1. Buildings shall not exceed maximum lot coverage as outlined in the Houston Springs PUD regulating plan.
2. Applicant shall provide street name approval by Houston County 911 prior to final plat approval.
3. Applicant shall provide addresses prior to final plat approval.
4. All developed lots shall comply with off-street parking requirements as outlined in Sec. 6-1.3 in the Land Management Ordinance.

Perry

Where Georgia comes together.

Application # PLAT 0075-2026

Application for Subdivision

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	TYLER FINDLEY	EDGAR HUGHSTON BUILDER, INC.
*Title	LAND ACQUISITION MANAGER	OWNER
*Address	6053 VETERANS PARKWAY SUITE 300 COLUMBUS GA 31909	6053 VETERANS PARKWAY SUITE 300 COLUMBUS GA 31909
*Phone	[redacted]	[redacted]
*Email	[redacted]	[redacted]

Property Information

*Street Address	211 AIRPORT ROAD		
*Tax Map #(s)	OP0530 008000; OP0530 011000	*Zoning Designation	PUD
*# Original Lots	TOTAL REMAINING LOTS: 930	*Total Acreage	289.41 AC
*# Proposed Lots	HOUSTON SPRINGS PHASE 3 = 90 LOTS	*Total Acreage	289.41 AC

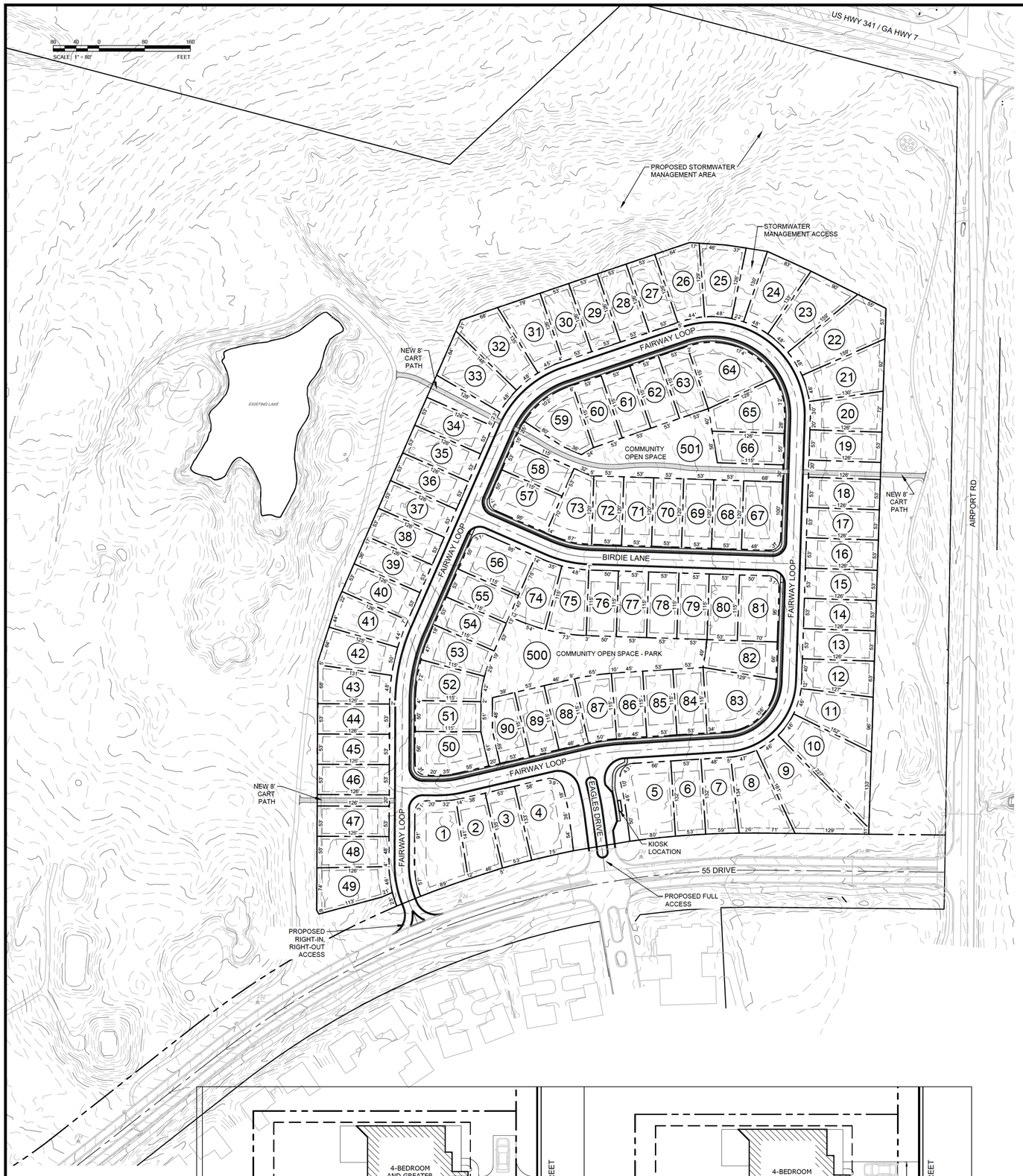
Instructions

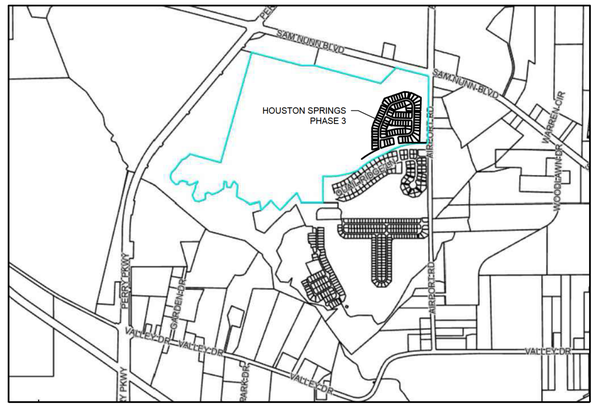
1. Please refer to Sections 2-3.13 and 6.10 of the Perry Land Management Ordinance for more information.
2. All applications and fees (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
3. Application fees:
   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 Tyler Findley	*Date 05.12.2026
*Property Owner/Authorized Agent	*Date 05.12.2026

Revised 3/27/26





VICINITY MAP
NOT TO SCALE

DEVELOPER CONTACT	
NAME:	EDGAR HUGHSTON BUILDER, INC.
ADDRESS:	6053 VETERANS PKWY SUITE 300 COLUMBUS, GA, 31909
CONTACT:	TYLER FINDLEY
PHONE:	706.315.4343
EMAIL:	PLANS@HUGHSTONHOMES.COM

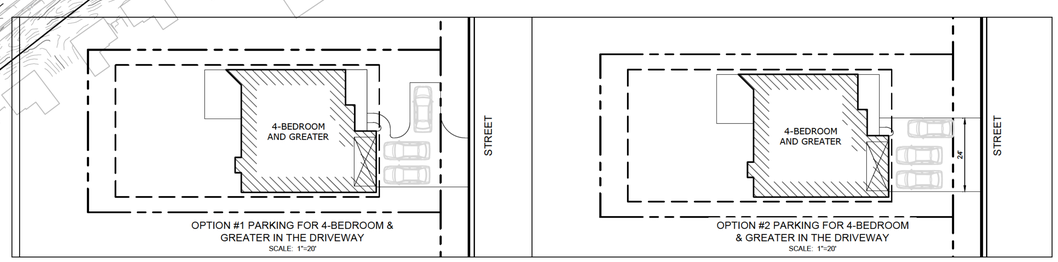
PELIMINARY: NOT FOR FINAL RECORDING

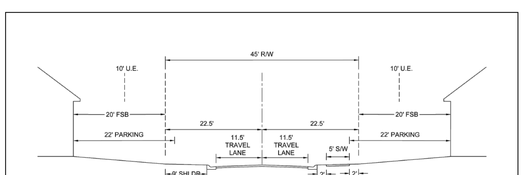
Parcel Area Table		
PARCEL NO.	SQUARE FEET	ACRES
1	12640.13	0.29
2	7869.21	0.18
3	7074.59	0.16
4	10531.76	0.24
5	11285.26	0.26
6	6968.93	0.16
7	7305.08	0.17
8	10091.54	0.23
9	15524.74	0.36
10	14319.65	0.33
11	9498.84	0.22
12	7267.97	0.17
13	6678.00	0.15
14	6678.00	0.15
15	6678.00	0.15
16	6678.00	0.15
17	6678.00	0.15
18	6678.00	0.15
19	6678.00	0.15
20	7694.07	0.18
21	9569.10	0.22
22	12192.38	0.28
23	9715.65	0.22
24	8509.71	0.20
25	8232.46	0.19
26	8256.80	0.19
27	6678.00	0.15
28	6678.00	0.15
29	6678.00	0.15
30	6678.00	0.15
31	8134.74	0.19
32	9645.32	0.22
33	8850.87	0.20
34	6678.00	0.15
35	6678.00	0.15
36	6678.00	0.15
37	6678.00	0.15
38	6678.00	0.15
39	6678.00	0.15
40	6676.32	0.15
41	7342.53	0.17
42	7590.77	0.17
43	7530.08	0.17
44	6678.00	0.15
45	6678.00	0.15
46	6678.00	0.15
47	6678.00	0.15
48	6798.31	0.16
49	8393.50	0.19
50	6762.32	0.20

Parcel Area Table		
PARCEL NO.	SQUARE FEET	ACRES
51	6150.16	0.14
52	6725.51	0.15
53	6506.11	0.15
54	6095.00	0.14
55	6095.00	0.14
56	8539.16	0.20
57	7943.60	0.18
58	6095.00	0.14
59	7888.42	0.18
60	6095.00	0.14
61	6095.00	0.14
62	6095.00	0.14
63	6095.00	0.14
64	10597.56	0.24
65	9039.80	0.21
66	6634.71	0.15
67	8074.16	0.19
68	6300.00	0.14
69	6300.00	0.14
70	6300.00	0.14
71	6300.00	0.14
72	6300.00	0.14
73	7302.29	0.17
74	6674.33	0.15
75	6916.99	0.16
76	6008.57	0.14
77	6095.00	0.14
78	6095.00	0.14
79	6095.00	0.14
80	6095.00	0.14
81	7964.16	0.18
82	7222.86	0.17
83	10860.33	0.25
84	6095.00	0.14
85	6094.99	0.14
86	6181.03	0.14
87	6650.62	0.15
88	6170.62	0.14
89	6095.00	0.14
90	5723.49	0.13
500	31828.61	0.73
501	26804.76	0.62

SITE DATA - HOUSTON SPRINGS PHASE 3	
PARCEL #s:	0P0530 008000
PROPOSEDTOTAL # OF LOTS:	90
MINIMUM LOT SIZE:	4,000 SF
MINIMUM LOT WIDTH:	50 LF
JURISDICTION:	CITY OF PERRY, GA
CURRENT ZONING:	PUD
TOTAL # OF DWELLING UNITS:	90
SETBACK - FRONT:	20 FT.
SETBACK - REAR:	9 FT.
SETBACK - SIDE AT STREET:	20 FT.
SETBACK - SIDE:	5 FT.
STREET DATA - HOUSTON SPRINGS PHASE 3	
TOTAL # OF CUL-DE-DACS:	0
STREET LENGTHS (FT)	
- EAGLES DRIVE:	203
- FAIRWAY LOOP:	2,770
- BIRDIE LANE:	582
TOTAL:	3,555 LF

NOTES:
1. SERIES 500 LOTS ARE OPEN SPACE AND NOT BUILDABLE.
2. NEW SUBDIVISION STREETS ARE PROPOSED PRIVATE STREETS; UPON COMPLETION, THEY ARE INTENDED TO BE OWNED AND MAINTAINED BY THE DEVELOPMENT'S HOMEOWNERS' ASSOCIATION.
3. THE PROPOSED DOMESTIC WATER AND SANITARY SEWER SYSTEMS ARE INTENDED FOR DEDICATION TO THE CITY OF PERRY AS PUBLIC UTILITIES.
4. ALL PROPOSED STORM SEWER SYSTEMS AND DRAINAGE FACILITIES ARE TO REMAIN PRIVATE AND SHALL BE THE PERMANENT MAINTENANCE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.





HOUSTON SPRINGS PHASE 3
PRIVATE STREET RIGHT-OF-WAY
NOT TO SCALE

CERTIFICATE OF PRELIMINARY APPROVAL

IN THAT ALL THE REQUIREMENTS OF PRELIMINARY APPROVAL HAVING BEEN FULFILLED, THIS SUBDIVISION PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE PERRY PLANNING COMMISSION ON _____, 2026. THIS PRELIMINARY APPROVAL DOES NOT CONSTITUTE APPROVAL OF THE FINAL PLAT. THIS CERTIFICATE OF PRELIMINARY APPROVAL SHALL EXPIRE AND BE NULL AND VOID ON _____, 20____.

_____ _____
PLANNING DIRECTOR DATE

BOLT ENGINEERING INC
CIVIL ENGINEERING • LAND PLANNING
phone 334.744.4016 | www.boltengineering.net

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY PLAT

HOUSTON SPRINGS - PHASE 3

LANDLOT 3; PARCEL E & PT F 133.516 ACRES 9TH & 10TH LD
PERRY, HOUSTON COUNTY, GEORGIA

DATE	DESCRIPTION

JOB NO.: 25 241
INITIAL DATE: 05.08.26
SCALE: 1" = 80'
GSWCC #53174

SHEET #
CS-001

Perry

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STAFF REPORT

July 8, 2026

CASE NUMBER: PLAT 0067-2026 Saddleridge Subdivision

APPLICANT: HWB Properties, LLC c/o Moore Bass Consulting

REQUEST: Preliminary Plat for Single Family Residential Subdivision

LOCATION: 411 Langston Road; 0P0610 001000, 0P0610 043000

ADJACENT ZONING/LANDUSES:

	Zoning Classification	**Land Uses**
North	RAG (County)	Residential (unincorporated County)
South	R-2 Single Family Residential	Residential (Tuscany Subdivision)
East	R-1 Single Family Residential	Residential (Sugar Creek Subdivision)
West	R-2 Single Family Residential	Residential (Bankstone Subdivision)

SPECIFICATIONS (per submitted plat):

1. Zoning of property: R-2, Single Family Residential
2. Use: Single Family Residential (detached)
3. Number of Lots: 276 lots
4. Stormwater Management Areas: 3 proposed, 2 north end of lake, 1 directly northwest of lake
5. Overall Density: Proposed 1.91 units per acre
6. Minimum Lot Area: 12,000SF
7. Minimum Lot Width: 80FT
8. Setbacks: 35FT front; 25FT rear; 8FT side
9. Proposed Amenities directly adjacent western side of existing lake

STAFF COMMENTS: The proposed single family residential subdivision is comprised of two parcels totaling 144.91 acres fronting on Langston Road. The northern end of the property is partially located in a flood zone with 6 individual building lots directly abutting the zone. There are 3 proposed stormwater detention ponds and 1 proposed amenity/common area. There is an existing lake on the eastern portion of the property. The project is proposed to be developed in two phases. One phase consists of 164 building lots on the western side of the property with an entrance off Langston Road. Another phase consists of 112 building lots, 11 which have lake frontage. Two entrances on Langston Road are provided. Lot area, width, and setbacks conform to the standards for R-2 zoning.

STAFF RECOMMENDATION: Approval with the following conditions.

1. Mountain Court street name shall be replaced with an approved street name by Houston County 911.
2. Applicant shall provide addresses prior to final plat approval.
3. Proposed pocket park shall comply with requirements outlined in Sec. 6-10.14 of the Land Management Ordinance.
4. Sidewalks shall be constructed in compliance with Sec. 6-10.12 of the Land Management Ordinance.
5. Roadways and rights-of-way shall comply with all city standards as outlined in Land Management Ordinance.
6. Lots located in flood zone must provide certified elevation certificate, if applicable.

Perry

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Application # **PLAT0067-2026**

Application for Subdivision

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	HWB PROPERTIES, LLC C/O MOORE BASS CONSULTING, INC.	HWB PROPERTIES, LLC
*Title	AUTHORIZED AGENT	PROPERTY OWNER
*Address	112 WES PARK DRIVE, PERRY, GEORGIA 31069	217 E. DYKES STREET, COCHRAN, GEORGIA 31014
*Phone	770-914-9394	210-857-3509
*Email	ATLPERMITTING@MOOREBASS.COM	WOODY@WOWCARGO.COM; ASHLEY.GRAY@WOWCARGO.COM

Property Information

*Street Address 411 LANGSTON ROAD	
*Tax Map #(s) 0P0610 001000 & 0P0610 043000	*Zoning Designation R-2
*# Original Lots 2	*Total Acreage 144.91
*# Proposed Lots 276	*Total Acreage 144.91

Instructions

1. Please refer to Sections 2-3.13 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
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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).

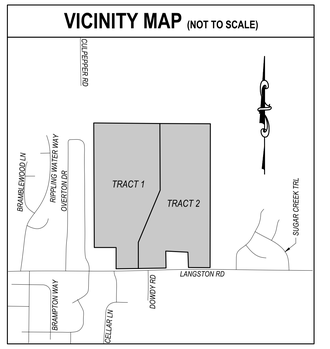
   The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
7. Signatures:

*Applicant	*Date 04/30/2026
*Property Owner/Authorized Agent	*Date 5-1-26

Revised 3/27/26

PRELIMINARY PLAT
FOR
SADDLERIDGE
LOCATED IN LAND LOT 86
10th DISTRICT OF
HOUSTON COUNTY, GEORGIA

VICINITY MAP (NOT TO SCALE)



SITE INFORMATION

1. PROPERTY OWNER / DEVELOPER:
   HWB PROPERTIES
   217 E. DYKES STREET
   COCHRAN, GEORGIA 31014

2. ENGINEER / SURVEYOR:
   MOORE BASS CONSULTING, INC.
   1350 KEYS FERRY CT.
   McDONOUGH, GEORGIA 30253
   (770) 914-9394

3. SUBDIVISION CONFIGURATION:
   A. SOURCE OF DATA: BOUNDARY SURVEY PERFORMED BY MOORE BASS CONSULTING, INC. DATED: 01-14-2026
   B. LOCATION: HOUSTON COUNTY, GA
   C. TAX ID #: 0P0610 043000, 0P0610 001000
   D. ZONING: R-2
   E. TYPE OF SUBDIVISION: SINGLE-FAMILY RESIDENTIAL
   F. TOTAL SITE AREA: 144.91 ACRES
   G. TOPOGRAPHIC SOURCE: TOPOGRAPHIC SURVEY PERFORMED BY MOORE BASS CONSULTING, INC. DATED: 01-14-2026
   H. DATUM: NAVD 88
   I. TYPE OF STREETS: PUBLIC
   J. R/W AREA: 21.65 AC
   K. R/W WIDTH: 60'
   L. PAVEMENT LENGTH: 15,518 L.F.
   M. PAVEMENT WIDTH: 23' (27" BACK OF CURB)
   N. NUMBER OF ORIGINAL LOTS: 2
   O. STATE WATERS AND WETLANDS LOCATIONS PROVIDED BY GWES ON 12/05/2025.

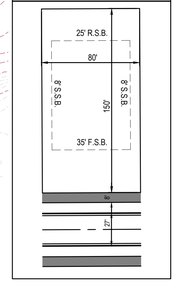
DEVELOPMENT DATA

1. GROSS DENSITY CALCULATION:

PROPOSED LOTS:	276 LOTS /
GROSS DEVELOPMENT AREA:	144.91 AC.
PROPOSED GROSS DENSITY:	1.91 UNITS / AC.

   A. ZONING DISTRICT REQUIREMENTS: R-2
   B. MIN. LOT AREA: 0.28 AC. (12,000 SQ. FT.)
   C. MIN. LOT WIDTH AT FRONT S/B: 80'
   D. MIN. FLOOR AREA OF HOUSE: 1,500 SQ. FT. MIN.
   E. BUILDING SETBACKS: FRONT: 35', REAR: 25', SIDE: 8'

TYPICAL LOT DETAIL



CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD DIRECTION
C1	190.19	300.00	187.02	N18° 41' 58"W
C2	280.59	300.00	270.40	N63° 39' 18"W
C3	197.36	200.00	153.33	N67° 54' 36"W
C4	157.35	200.00	153.32	N22° 49' 48"W
C5	178.83	200.00	172.93	N25° 19' 26"E
C6	135.33	200.00	132.77	N70° 19' 26"E
C7	178.83	200.00	172.93	N25° 54' 21"W
C8	314.16	200.00	282.84	N44° 42' 33"E
C9	222.04	1000.00	221.59	N83° 20' 53"E
C10	94.56	400.00	94.34	S83° 40' 33"W
C11	311.29	200.00	280.80	S44° 52' 47"E
C12	314.16	200.00	282.84	S44° 42' 33"W
C13	77.78	200.00	77.29	S10° 51' 01"W
C14	116.67	300.00	115.94	S75° 08' 59"E
C15	444.28	300.00	404.78	S25° 30' 00"E
C16	89.71	300.00	89.37	S08° 16' 32"W
C17	71.46	300.00	71.29	S01° 06' 52"E
C18	383.79	300.00	358.15	S50° 35' 12"E
C19	223.77	200.00	212.28	S55° 10' 58"E
C20	81.22	200.00	80.66	S11° 29' 46"E
C21	207.61	200.00	198.41	N29° 43' 32"E
C22	114.10	200.00	112.56	N69° 29' 01"E
C23	117.72	200.00	116.02	N17° 09' 09"W
C24	196.44	200.00	188.64	N62° 09' 09"W

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF HOUSTON COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 13153C0090E EFFECTIVE DATE 09/28/2007, THIS PROPERTY IS PARTIALLY LOCATED IN A FEMA FLOOD HAZARD ZONE.

ADA NOTE

THIS PROJECT MUST MEET THE REQUIREMENTS OF THE 2010 ADA AND CURRENT GEORGIA ACCESSIBILITY CODE.

PRELIMINARY PLAT NOT TO BE RECORDED

GRID NORTH (GA WEST ZONE)

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

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Moore Bass Consulting, Inc.
• Civil Engineering
• Land Surveying
• Development Consulting
• Landscape Architecture
• Environmental Permitting
www.moorebass.com
TALLAHASSEE • ATLANTA
1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

CLIENT NAME
HWB PROPERTIES
217 E. DYKES STREET
COCHRAN, GEORGIA 31014

PROJECT NAME
SADDLERIDGE
CITY OF PERRY, GEORGIA

REVISIONS

A3429.0006-PRE PLAT BASE-SDM2

DATE 07/02/2026
CONTRACT # S3429.0006
DRAWN BY CD

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB's professional service. All Project and Limited Licensee shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
McDONOUGH, GA 30253
LSF #1173

SEAL

SHEET TITLE
PRELIMINARY PLAT

SHEET
1.0

S:\A3429.0004 - LANDSTONE\Engineering\Preliminary Plat\A3429.0006-PRE PLAT BASE-SDM2.dwg, PRE PLAT MattGray, Jul 02, 2026 - 11:51:29am

CEC
CIVIL ENGINEERING CONSULTANTS, INC.
Civil & Environmental Engineering

June 16, 2026

Mr. Matt Gray, P.E.
Moore Bass Consulting
1350 Keys Ferry Court
McDonough, Georgia 30253

RE: Sewer Analysis – Langston Road (Saddleridge) Subdivision
City of Perry, Georgia

Dear Matt:

Civil Engineering Consultants, Inc. (CEC) has evaluated the sanitary sewer requirements necessary to serve the proposed Langston Road (Saddleridge) Subdivision, which is anticipated to include approximately 276 single-family residential units. This evaluation has been performed in accordance with the design criteria and assumptions outlined in the City of Perry's Sewer Master Plan (March 2022).

Key assumptions derived from the Sewer Master Plan include the following:

Category	Value
Equivalent Residential Unit (ERU)	300 gallons per day per unit (gpd/Unit)
Peak Factor	2.5
Gravity Sewer Capacity	Two-Thirds Full
Minimum Slope 8-Inch Pipe	0.40%
Manning "n" for PVC Pipe	0.009
Capacity of 8-inch Sewer at Min. Slope	443 gpm

Based on the applicable design criteria, the estimated average daily sanitary sewer flow for the proposed development is as follows:

$$\boldsymbol{Average\ Daily\ Volume = 276\ units\ x\ \frac{300\ gpd}{unit} = 82,800\ gpd}$$

The peak daily flow is determined by applying a peaking factor of 2.5 to the average daily flow, as shown below:

$$\boldsymbol{Peak\ Daily\ Volume = 2.5\ x\ 82,800\ gpd = 207,000\ gpd}$$

Based on the peak daily flow, the required pumping rate is determined as follows:

$$\boldsymbol{Required\ Pumping\ Rate = 207{,}000\ gpd\ \div\ 1{,}440\frac{min}{day} = 144\ gpm}$$

To maintain a minimum scouring velocity of 2.5 feet per second, a 6-inch diameter force main is recommended, which corresponds to a required pumping rate of approximately 190 gallons per minute (gpm). Use of a 4-inch diameter force main would result in significantly higher friction losses, thereby increasing system head requirements and necessitating pumps with greater horsepower.

CEC recommends installation of a 6-inch diameter HDPE DR 11 (DIPS) force main with an estimated length of approximately 6,500 linear feet. The proposed force main will discharge to an existing City of Perry manhole located along Langston Road, just west of Lake Joy Road (see attached map).

The City of Perry requires the use of Flygt pumps. CEC recommends Model NP 3153 HT 3~461 submersible pumps equipped with 20 horsepower motors, operating under the following design conditions:

$$\boldsymbol{Pumping\ Rate = 199\ gpm\ at\ 130 - ft\ TDH\ with\ 100 - ft\ of\ Static\ Head}$$

The receiving gravity sewer is assumed to consist of 8-inch diameter PVC pipe. At a minimum slope of 0.4 percent, flowing two-thirds full, and using a Manning's roughness coefficient (n) of 0.009, the available capacity is calculated to be approximately 443 gallons per minute (gpm). Based on a design pumping rate of 199 gpm, this provides approximately 244 gpm of excess capacity within the downstream system. The corresponding number of equivalent residential units (ERUs) that can be supported by this available capacity is calculated as follows:

$$\boldsymbol{244\ gpm\ x\ 1{,}440\frac{min}{day}\ \div\ 2.5\ peak\ factor\ \div\ 300\frac{gpd}{ERU} = 468\ ERUs}$$

The estimated number of existing connections to the receiving gravity sewer includes approximately 94 single-family homes within the Greystone subdivision off Langston Road (via Silverside Drive), as well as Langston Road Elementary School. CEC estimates that Langston Road Elementary School may contribute up to approximately 3,000 gallons per day (gpd), equivalent to roughly 10 ERUs, to the system.

Based on the preceding analysis, sufficient capacity exists within the receiving gravity sewer to accommodate the proposed pumping rate from the Langston Road (Saddleridge) subdivison pump station.

The existing Langston Road Pump Station has a capacity of 642 gpm and runs on average 3.35 hours per day (both pumps). See Attached. Assuming an acceptable daily run-time of 6-hours per day (360 minutes), CEC estimates the available capacity in the pump station to be as follows:

$$\textbf{\textit{Available Pump Station Capacity}} = \mathbf{642\ \textit{gpm}\ x\ (360 - 3.35\ x\ 60)\ \frac{\textit{mins}}{\textit{day}} = 102,078\ \textit{gpd}}$$

The available capacity of 102,078 gpd in the existing Langston Road PS (PS 16) is greater than the required capacity of 82,800 gpd for the proposed Saddleridge Subdivision.

CEC acknowledges that the City of Perry is making modifications to the force main discharge configuration. These modifications are not believed to reduce the Langston Road Pump Station pumping rate; therefore, they will not have a bearing on this sewer analysis.

Please call with any questions.

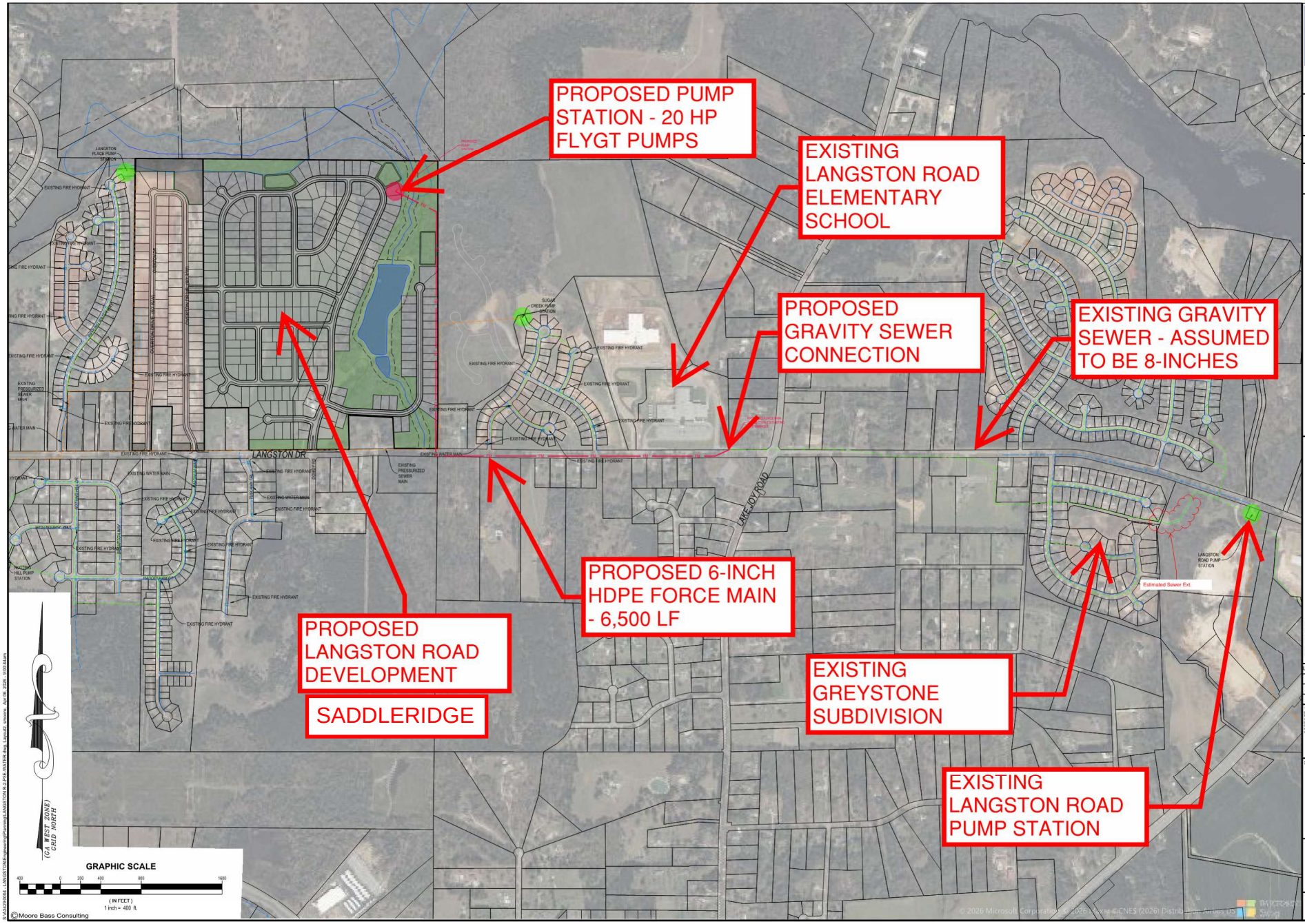
Very truly yours,
CIVIL ENGINEERING CONSULTANTS, Inc.

Andrew E. Lovejoy, P.E.
President

GEORGIA REGISTERED No. 27817 PROFESSIONAL ENGINEER ANDREW ERIC LOVEJOY

cc:

4994 Lower Roswell Road, Suite 34 • Marietta, Georgia 30068 • (770) 977-5747 • www.cec.engineering



Moore Bass Consulting, Inc.

• Civil Engineering
• Land Surveying
• Development Consulting
• Landscape Architecture
• Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME: LANGSTON RD
CLIENT NAME:

REVISIONS

LANGSTON R-2-PSE-WATER

DATE 08-11-2025
CONTRACT #
DRAWN BY PC

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB's service for use with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
MCDONOUGH, GA 30253
GSP #1179

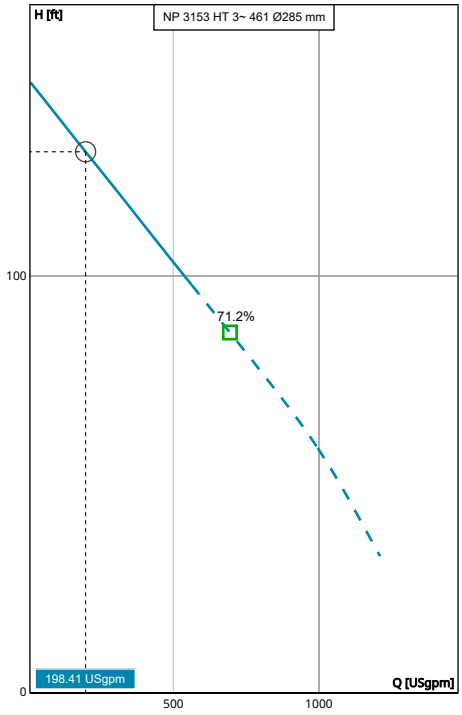
SEAL

SHEET TITLE
BASE MAP

SHEET
1

NP 3153 HT 3~ 461 | Configuration Summary





Curve: ISO 9906

Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for additional performance guarantees.

Flygt's self-cleaning non-clog N-pumps feature innovative designs and functions that deliver high sustained efficiency and the most reliable operation. This makes them the most reliable choice available for a broad range of wastewater applications for tough applications such as unscreened sewage, wastewater and sludge up to an 8 percent solids concentration. Impeller material available in Hardened cast Iron, Hard Iron and Stainless Steel to fit any wastewater application.

GENERAL

Explosion Proof
No

Impeller Diameter
285 mm

Max. Pumped Media Temp.
104 °F

MATERIAL AND COATING

Impeller Material
Hard-Iron

Volute Material
Grey Cast Iron

MOTOR

Rated Voltage
460 V

Motor Efficiency Class
Standard

Coupling
D

Rated Power
20 Hp

INSTALLATION

Installation Type
P - Semi-Permanent, Wet

Project:	Created By:	Created On:	Last Update:
NP 3153 HT 3~ 461	Andrew Lovejoy	5/19/26	-

NP 3153 HT 3~ 461 | Product Details

Description

N 3153

The Flygt N-series are equipped with the Flygt invented N-technology with its innovative self-cleaning impeller. Solid objects entering the pump will pass through the impeller between the impeller vanes. If an object gets caught on the leading edge of one of the vanes, it will slide along the backswept shape towards the perimeter of the inlet where it will be guided by a relief groove through the pump housing. This ensures a high sustained total efficiency over time. Due to the mechanical self-cleaning design, a sludge concentration of solids up to 8% can easily be pumped. The pump can easily be installed in either permanently or temporary submerged, or horizontally or vertically dry installations.

Flexible and Modular Design

The modular hydraulic design enables customization of the hydraulics to meet the requirements of many applications.

- Replaceable wear ring in two materials, gray iron or Hard Iron, for different operation conditions
- Hardened gray iron impeller for typical wastewater applications
- Hard-Iron impeller for heavy duty wastewater applications containing abrasive and corrosive content
- Chopper ring intended for tough wastewater applications where cutting is required due to long fibres and solid concentrations up to 10-12%
- Stainless steel impeller for special applications that require duplex stainless steel

Robust and Reliable

- Short shaft overhang reduces shaft deflection and increases seal and bearing life
- Class H Motor designed for submersible use. Heat is concentrated to the stator core for improved cooling properties.
- The Plug-in seal with Active Seal system eliminates the risk associated with incorrect installation and careless handling. All in one unit. Available in Tungsten carbide (WCCR) or Silicone carbide (SiC) depending on pumped media.
- Motor cable SUBCAB® specially developed for submersible use
- Offers flexible cooling systems, e.g. closed-loop cooling system, media cooled or external cooling that allows full motor potential in dry installations.
- Premium brand bearings, greased for life, ensures a minimum of 50 000 hours of duty
- Leakage sensor and motor temperature sensor as standard

The N 3153 is available with the following options:

- ATEx, FM, CSA-approvals
- Premium efficiency motors
- Hard Iron hydraulic design
- Stainless Steel hydraulic design
- Vibration-sensor, extended motor temperature sensors, additional leakage-sensor, current-sensor and pump memory
- Compatible with SmartRun® Wastewater pump controller
- Compatible with MAS 801 monitoring system

Product Features

- State-of-the-art wastewater pump with N-technology
- Sustained high efficiency pumping with energy savings up to 25%
- Flexible and modular design
- Robust and reliable

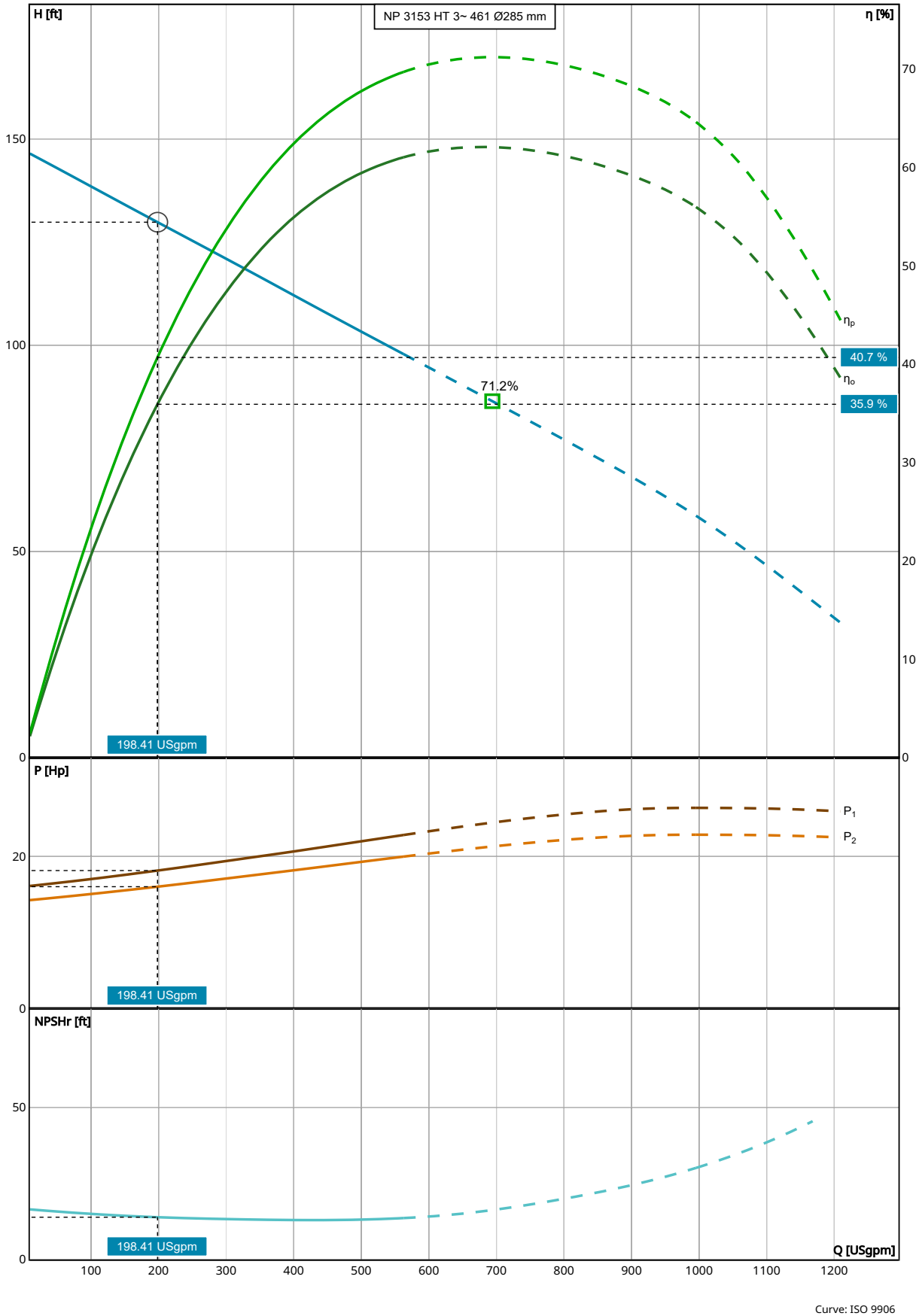
Construction Materials

Impeller Material	Volute Material	Stator Cover Material
Hard-Iron	Grey Cast Iron	-

Motor

Rated Power	Number Of Phases	Start Current Ratio	Motor Issue
20 Hp	3	6.12	12
Motor Denomination	**Rated Motor Speed**	**Insulation Class**	**Locked Rotor Code**
21-18-4AA	1,760 RPM	H	G
Motor Efficiency Class	**Rated Voltage**	**Approval**	**Max starts per hour**
Standard	460 V	STD	30
Version Code	**Rated Current**	**Total moment of inertia**	**Power Factor 100%**
185	26 A	2.41 ft^2lbf	0.83
Frequency	**Start Current**	**Type of duty**	**Power Factor 75%**
60 Hz	157 A	S1	0.78
Max P2 (1x)	**Starting Current, Direct Starting**	**Stator Variant**	**Power Factor 50%**
22.86 Hp	157 A	1	0.67
Number Of Poles	**Starting Current, Star Delta**	**Motor Module**	**Efficiency 100%**
4	52.33 A	160	87.5 %
			Efficiency 75%
			88.5 %
			Efficiency 50%
			87.5 %

NP 3153 HT 3~ 461 | Hydraulic Data & Performance Curve



Curve: ISO 9906

Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for additional performance guarantees.

Project:	Created By:	Created On:	Last Update:
NP 3153 HT 3~ 461	Andrew Lovejoy	5/19/26	-

Selection

Series N 3000	Curve Code 461
Name NP 3153 HT 3~ 461	Impeller Diameter 285 mm
Frequency 60 Hz	Inlet Diameter 150 mm
Total Flow 199 USgpm	Outlet Diameter 4 in
Total Head 130 ft	Number Of Vanes 2
Pump Flow 199 USgpm	
Pump Head 130 ft	
System Type Single Pump	
Operating Pumps 1	
Standby Pumps No Standby Pump	

Fluid and Operating Conditions

Fluid Type Water	Density 62.43 lb/ft³
Fluid Temperature 39.2 °F	Dynamic Viscosity 1.57 cP
Specific Gravity 1	Fluid Vapor Pressure 0.12 psi
	Atmospheric Pressure 14.7 psi
	Elevation 0 ft
	Ambient Temperature 68 °F
	NPSH Available 33.68 ft
	Submergence 0 ft

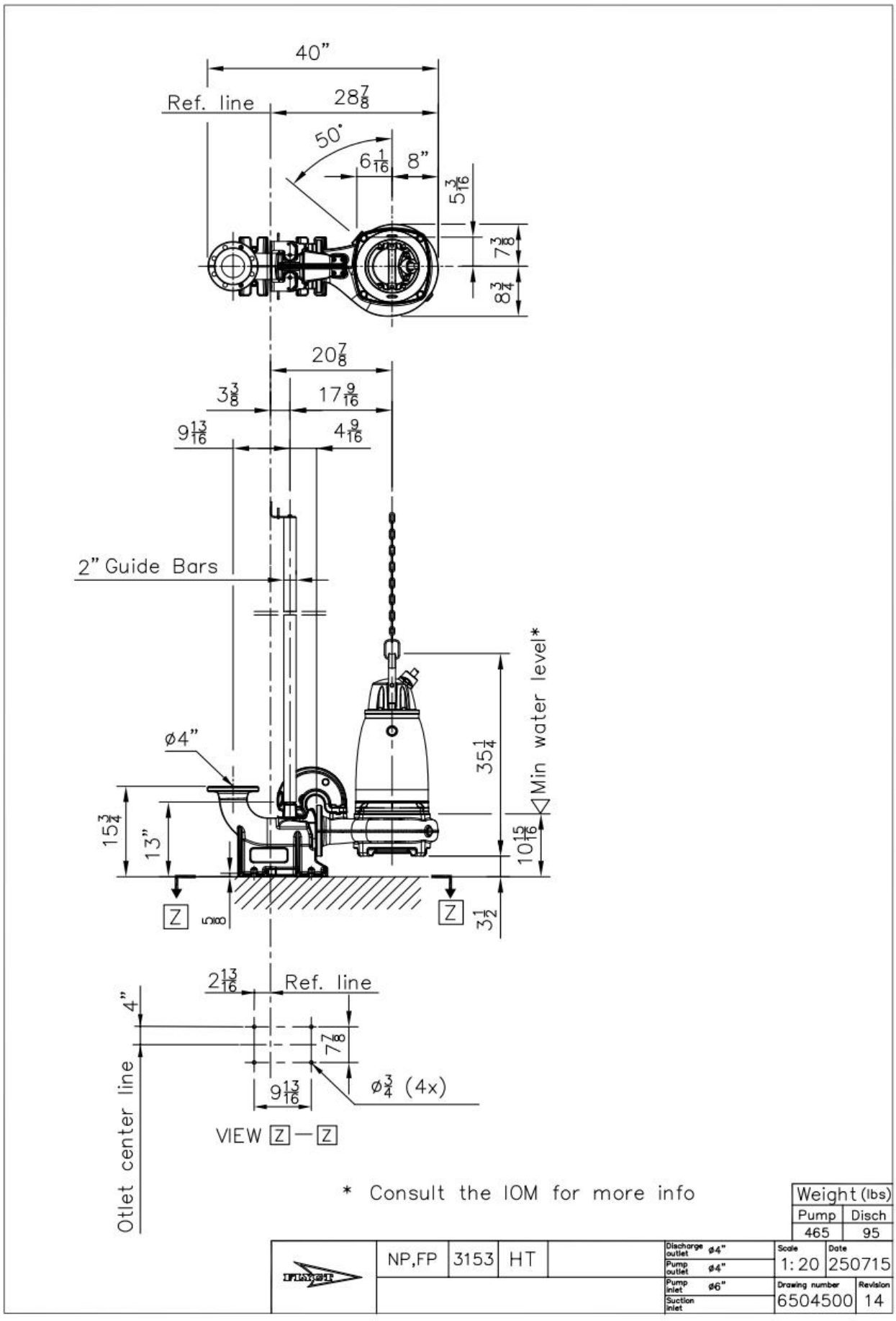
Design Point

Flow 198.41 USgpm	Shaft power (P2) 16.02 Hp
Head 129.82 ft	NPSHR 13.88 ft
Overall Efficiency (ηo) 35.91 %	Speed 1,768 RPM
Pump Efficiency (ηp) 40.67 %	Static Head 100 ft
Input Power (P1) 18.15 Hp	Flow To BEP Ratio 28.59 %

Design Curve

Rated Speed 60 Hz	BEP Flow 693.96 USgpm
Max Flow 1,209.43 USgpm	BEP Head 86.42 ft
H@QMin 146.46 ft	Max P2 22.86 Hp
H@QMax 32.69 ft	Specific Energy 1,136.59 kWh/mGal
BEP 71.19 %	

NP 3153 HT 3~ 461 | Dimensional Data & Drawing



PS 16

WATER AND WASTEWATER U.S.A., INC.
FLYGT PRODUCTS

Operation and Maintenance Instructions

LANGSTON ROAD UPGRADE
PUMP STATION

Perry, Ga.



Contractor: LE CLAY INC.

MANUFACTURER/CONTACT FOR PARTS AND SERVICE

ITT Water & Wastewater U.S. A., Inc.
Flygt Products
90 Horizon Dr.
Suwanee, Ga. 30024
Telephone: (770) 932-4320
Fax: (770)932-4321

PERFORMANCE CURVE

PRODUCT	TYPE
NP3171.181	SH

DATE	PROJECT	CURVE NO	ISSUE
2008-03-28		63-275-00-1070	1

	1/1-LOAD	3/4-LOAD	1/2-LOAD
POWER FACTOR	0.92	0.91	0.86
EFFICIENCY	90.5 %	91.5 %	92.0 %
MOTOR DATA	---	---	---

RATED POWER	35	hp
STARTING CURRENT ...	273	A
RATED CURRENT ...	39	A
RATED SPEED	3520	rpm
TOT.MOM.OF INERTIA ...	0.073	kgm2
NO. OF BLADES	2	

IMPELLER DIAMETER: 195 mm

MOTOR #	STATOR	REV
25-18-2AA	01D	10

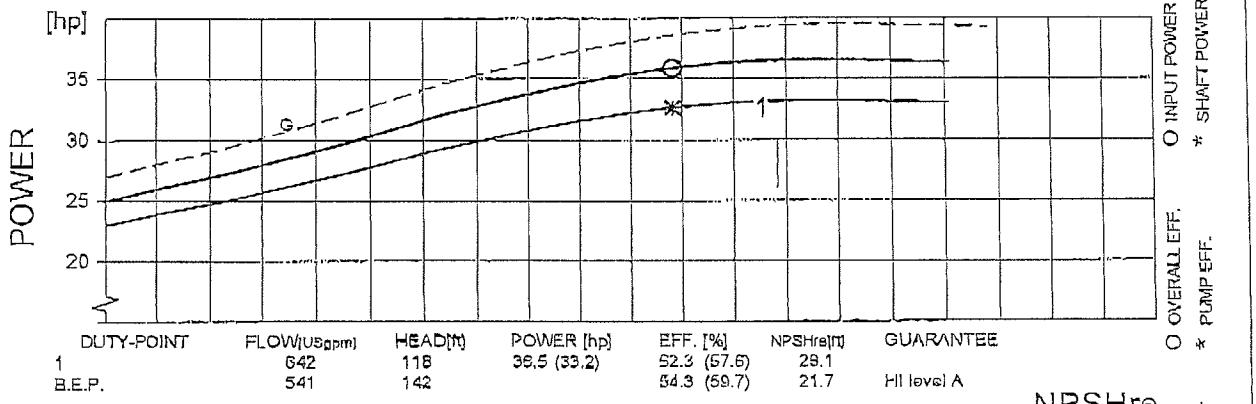
FREQ.	PHASES	VOLTAGE	POLES
60 Hz	3	460 V	2

COMMENTS

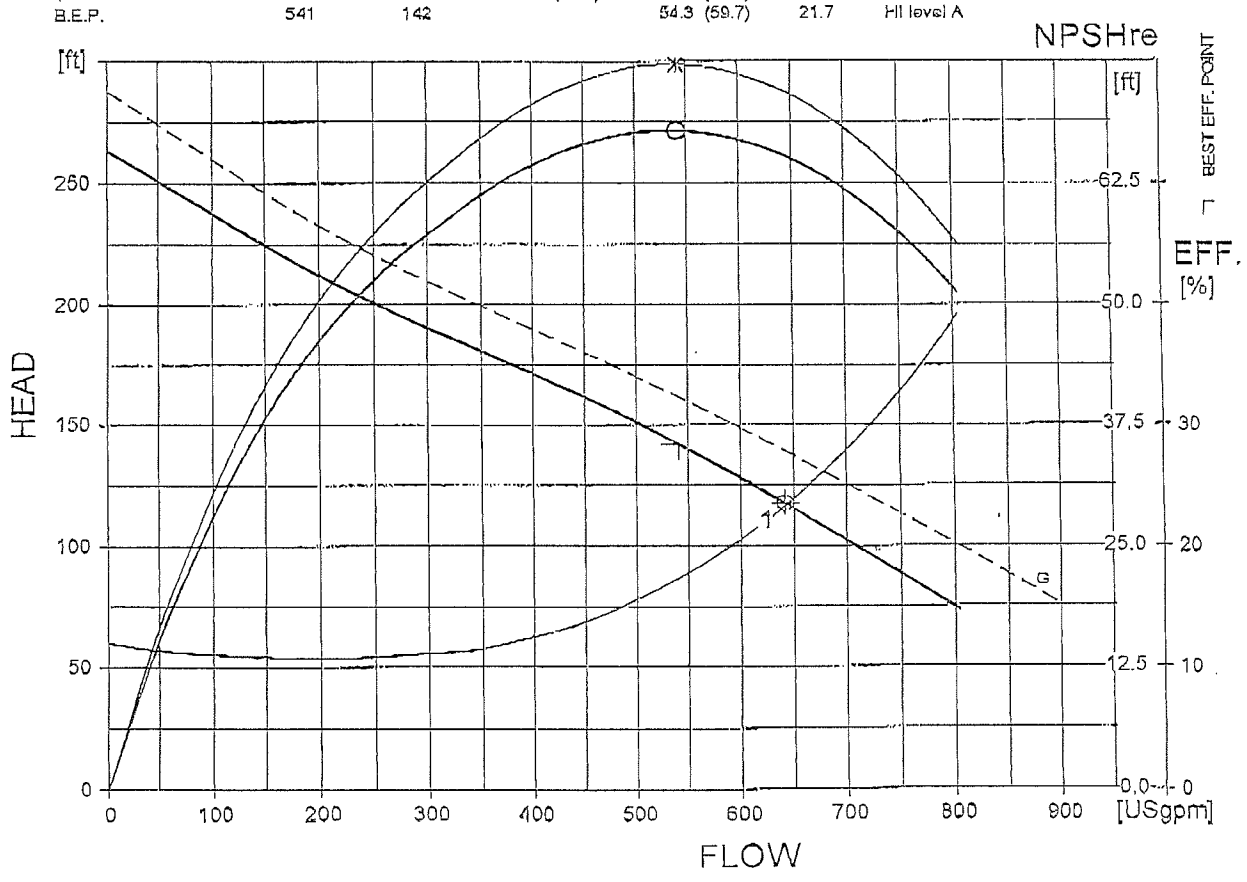
INLET/OUTLET: -/ 4 inch

IMP. THROUGHLET: ---

GEARTYPE: --- RATIO: ---



DUTY-POINT	FLOW[USgpm]	HEAD[ft]	POWER [hp]	EFF. [%]	NPSHre[ft]	GUARANTEE
1	642	118	36.5 (33.2)	52.3 (57.6)	29.1	
B.E.P.	541	142		54.3 (59.7)	21.7	HI level A



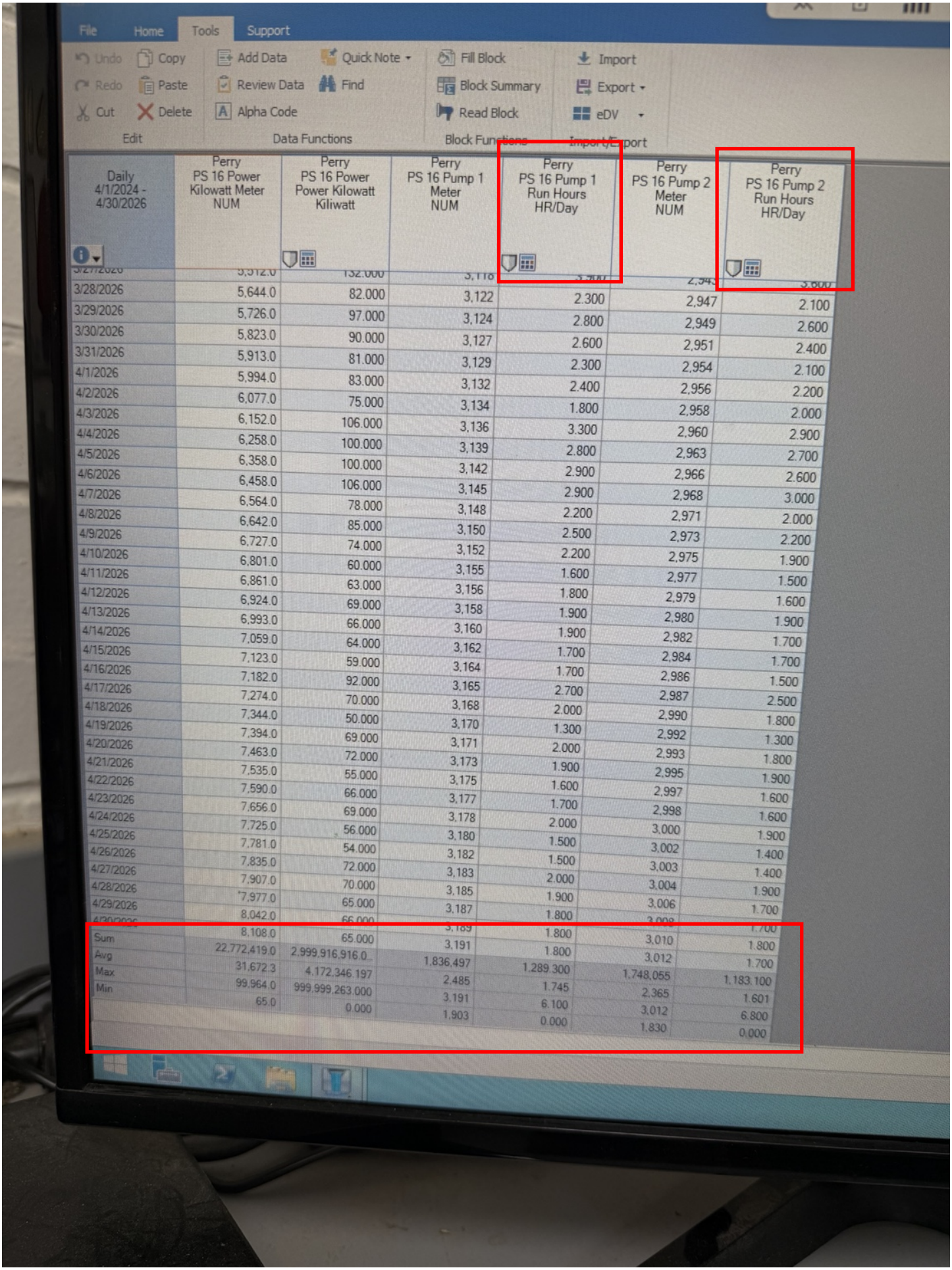
NPSHre = NPSH3% + min. operational margin

Performance with clear water and ambient temp 40 °C

GUARANTEE BETWEEN LIMITS (G) ACC. TO

HI level A

FLYPS3.1.6.2 (20060531)



File Home Tools Support

Undo Copy Add Data Quick Note Fill Block Import
Redo Paste Review Data Find Block Summary Export
Cut Delete Alpha Code Read Block eDV

Edit Data Functions Block Functions Import/Export

Daily 4/1/2024 - 4/30/2026	Perry PS 16 Power Kilowatt Meter NUM	Perry PS 16 Power Power Kilowatt Kiliwatt	Perry PS 16 Pump 1 Meter NUM	Perry PS 16 Pump 1 Run Hours HR/Day	Perry PS 16 Pump 2 Meter NUM	Perry PS 16 Pump 2 Run Hours HR/Day
3/28/2026	5,644.0	82.000	3,122	2.300	2,947	2.100
3/29/2026	5,726.0	97.000	3,124	2.800	2,949	2.600
3/30/2026	5,823.0	90.000	3,127	2.600	2,951	2.400
3/31/2026	5,913.0	81.000	3,129	2.300	2,954	2.100
4/1/2026	5,994.0	83.000	3,132	2.400	2,956	2.200
4/2/2026	6,077.0	75.000	3,134	1.800	2,958	2.000
4/3/2026	6,152.0	106.000	3,136	3.300	2,960	2.900
4/4/2026	6,258.0	100.000	3,139	2.800	2,963	2.700
4/5/2026	6,358.0	100.000	3,142	2.900	2,966	2.600
4/6/2026	6,458.0	106.000	3,145	2.900	2,968	3.000
4/7/2026	6,564.0	78.000	3,148	2.200	2,971	2.000
4/8/2026	6,642.0	85.000	3,150	2.500	2,973	2.200
4/9/2026	6,727.0	74.000	3,152	2.200	2,975	1.900
4/10/2026	6,801.0	60.000	3,155	1.600	2,977	1.500
4/11/2026	6,861.0	63.000	3,156	1.800	2,979	1.600
4/12/2026	6,924.0	69.000	3,158	1.900	2,980	1.900
4/13/2026	6,993.0	66.000	3,160	1.900	2,982	1.700
4/14/2026	7,059.0	64.000	3,162	1.700	2,984	1.700
4/15/2026	7,123.0	59.000	3,164	1.700	2,986	1.500
4/16/2026	7,182.0	92.000	3,165	2.700	2,987	2.500
4/17/2026	7,274.0	70.000	3,168	2.000	2,990	1.800
4/18/2026	7,344.0	50.000	3,170	1.300	2,992	1.300
4/19/2026	7,394.0	69.000	3,171	2.000	2,993	1.800
4/20/2026	7,463.0	72.000	3,173	1.900	2,995	1.900
4/21/2026	7,535.0	55.000	3,175	1.600	2,997	1.600
4/22/2026	7,590.0	66.000	3,177	1.700	2,998	1.600
4/23/2026	7,656.0	69.000	3,178	2.000	3,000	1.900
4/24/2026	7,725.0	56.000	3,180	1.500	3,002	1.400
4/25/2026	7,781.0	54.000	3,182	1.500	3,003	1.400
4/26/2026	7,835.0	72.000	3,183	2.000	3,004	1.900
4/27/2026	7,907.0	70.000	3,185	1.900	3,006	1.700
4/28/2026	7,977.0	65.000	3,187	1.800	3,008	1.700
4/29/2026	8,042.0	66.000	3,189	1.800	3,010	1.800
4/30/2026	8,108.0	65.000	3,191	1.800	3,012	1.700
Sum	22,772,419.0	2,999,916,916.0	1,836,497	1,289.300	1,748,055	1,183.100
Avg	31,672.3	4,172,346.197	2,485	1.745	2,365	1.601
Max	99,964.0	999,999,263.000	3,191	6.100	3,012	6.800
Min	65.0	0.000	1,903	0.000	1,830	0.000

Houston County Street Name Proposals

To: Houston County 911 O- 478-542-9911 / F- 478-922-4525 (Email) scannon@houstoncountyga.org
Sheena Cannon (Administrative Assistant)

From: Moore Bass Consulting, Inc. **Date:** 05/05/2026

Contact Number 770-914-9394 **Fax** _____ **Email** atlpermitting@moorebass.com

The following street names are hereby submitted for recommended approval / disapproval. Please use the section at the bottom of this form for any additional comments.

Street Name	Subdivision	Location Including Municipality	Recommend Approve	Recommend Disapprove
Hansen Drive	Saddleridge	411 Langston Road, City of Perry	✓	
Karns Way	Saddleridge	411 Langston Road, City of Perry	✓	

Comments: Both Approved! Thank you!

Note: Approved proposed street names are only valid for three years from the date approved.

Sheena L. Cannon
Sheena Cannon, 911 Admin. Assistant

5/5/26
Date

Revised: 5/17/19

Houston County Street Name Proposals

To: Houston County 911 O- 478-542-9911 / F- 478-922-4525 (Email) scannon@houstoncountyga.org
Sheena Cannon (Administrative Assistant)

From: Moore Bass Consulting, Inc. **Date:** 05/04/2026

Contact Number 770-914-9394 **Fax** _____ **Email** atlpermitting@moorebass.com

The following street names are hereby submitted for recommended approval / disapproval. Please use the section at the bottom of this form for any additional comments.

Street Name	Subdivision	Location Including Municipality	Recommend Approve	Recommend Disapprove	
Saddleridge Drive	Saddleridge	411 Langston Road, City of Perry		X	Duplicate
Mountain Court	Saddleridge	411 Langston Road, City of Perry		X	Duplicate
Spine Drive	Saddleridge	411 Langston Road, City of Perry	✓		
Stick Lane	Saddleridge	411 Langston Road, City of Perry	✓		
Strawfly Court	Saddleridge	411 Langston Road, City of Perry	✓		
Maverick Road	Saddleridge	411 Langston Road, City of Perry	✓		

Comments: Additional street names for approval: Coady Road, Underhill Court, Armor Cove
1. Saddleridge - Dup to Saddle Ridge in (Hawk.) 2. Mountain Dup to Mountain Tr. in W.R.
*please Choose 2 different names than the Duplicates above. Thank you!

Note: Approved proposed street names are only valid for three years from the date approved.

Sheena R. Cannon
Sheena Cannon, 911 Admin. Assistant

5/5/26
Date

Revised: 5/17/19

Houston County Street Name Proposals

To: Houston County 911 O- 478-542-9911 / F- 478-922-4525 (Email) scannon@houstoncountyga.org
Sheena Cannon (Administrative Assistant)

From: Moore Bass Consulting, Inc. **Date:** 05/04/2026

Contact Number 770-914-9394 **Fax** _____ **Email** atlpermitting@moorebass.com

The following street names are hereby submitted for recommended approval / disapproval. Please use the section at the bottom of this form for any additional comments.

Street Name	Subdivision	Location Including Municipality	Recommend Approve	Recommend Disapprove
Coady Road	Saddleridge	411 Langston Road, City of Perry	✓	
Underhill Court	Saddleridge	411 Langston Road, City of Perry	✓	
Armor Cove	Saddleridge	411 Langston Road, City of Perry	✓	

Comments: _____

Note: Approved proposed street names are only valid for three years from the date approved.

Sheena L. Cannon
Sheena Cannon, 911 Admin. Assistant

5/5/26
Date

Revised: 5/17/19

Perry

Where Georgia comes together.

STAFF REPORT

July 8, 2026

CASE NUMBER: PLAT 0078-2026 Live Oaks Landing, Section 2

APPLICANT: Shane Calhoun, Cal-Mar Homes, Inc.

REQUEST: Approval of Live Oaks Landing, Section 2 Preliminary Plat

LOCATION: 101 Fairway Oaks Drive; 0P0530 009000

ADJACENT ZONING/LANDUSES:

	Zoning Classification	Land Uses
North	PUD	Residential
South	PUD	Residential
East	PUD	Residential
West	PUD	Residential

SPECIFICATIONS (per submitted plat):

1. Use: Single Family Residential (detached)
2. Number of Lots: 65
3. Minimum Lot Area: 4,000SF; Proposed average 5,500SF
4. Minimum Lot Width: 50FT SFR; Proposed average 55FT
5. Setbacks: Front avg.: 20FT
6. Proposed Amenities None provided for this section; however, there are existing amenities on abutting properties

STAFF COMMENTS: The proposed plat encompasses the remaining lots within the portion of Houston Springs that has been under development over the last several years. This phase is a continuation of the existing development plan. Preliminary plat meets the minimum standards as required by the Houston Springs PUD regulating plan; however, maximum lot coverage could not be determined since dwelling size was not provided.

STAFF RECOMMENDATION: Approval with the following conditions.

1. Buildings shall not exceed maximum lot coverage as outlined in the Houston Springs PUD regulating plan.
2. Applicant shall provide street name approval by Houston County 911 prior to final plat approval.
3. Applicant shall provide addresses prior to final plat approval.
4. Lots located in flood zone must provide certified elevation certificate.
5. No fill dirt can be utilized in a FEMA flood zone.
6. Buildings shall meet the Land Management Ordinance requirement of finished grade constructed 36 inches above the 100-year flood contour.

Docusign Envelope ID: 7B357E05-7BA5-82A6-8166-645A3D3688D5

Where Georgia comes together.

Application # PLAT 0078-2026

Application for Subdivision

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Cal-Mar Homes, Inc.	Cal-Mar Homes, Inc.
*Title	Shane Calhoun	Shane Calhoun
*Address	213 Tidwell Road, Bonaire, GA 31005	213 Tidwell Road, Bonaire, GA 31005
*Phone	[redacted]	[redacted]
*Email		

Property Information

*Street Address 101 Fairway Oaks Drives, Perry, GA 31069	
*Tax Map #(s) 0P0530 009000	*Zoning Designation PUD, Planned Unit Development
*# Original Lots 0	*Total Acreage 14.27 acres
*# Proposed Lots 65 lots	*Total Acreage 14.27 acres

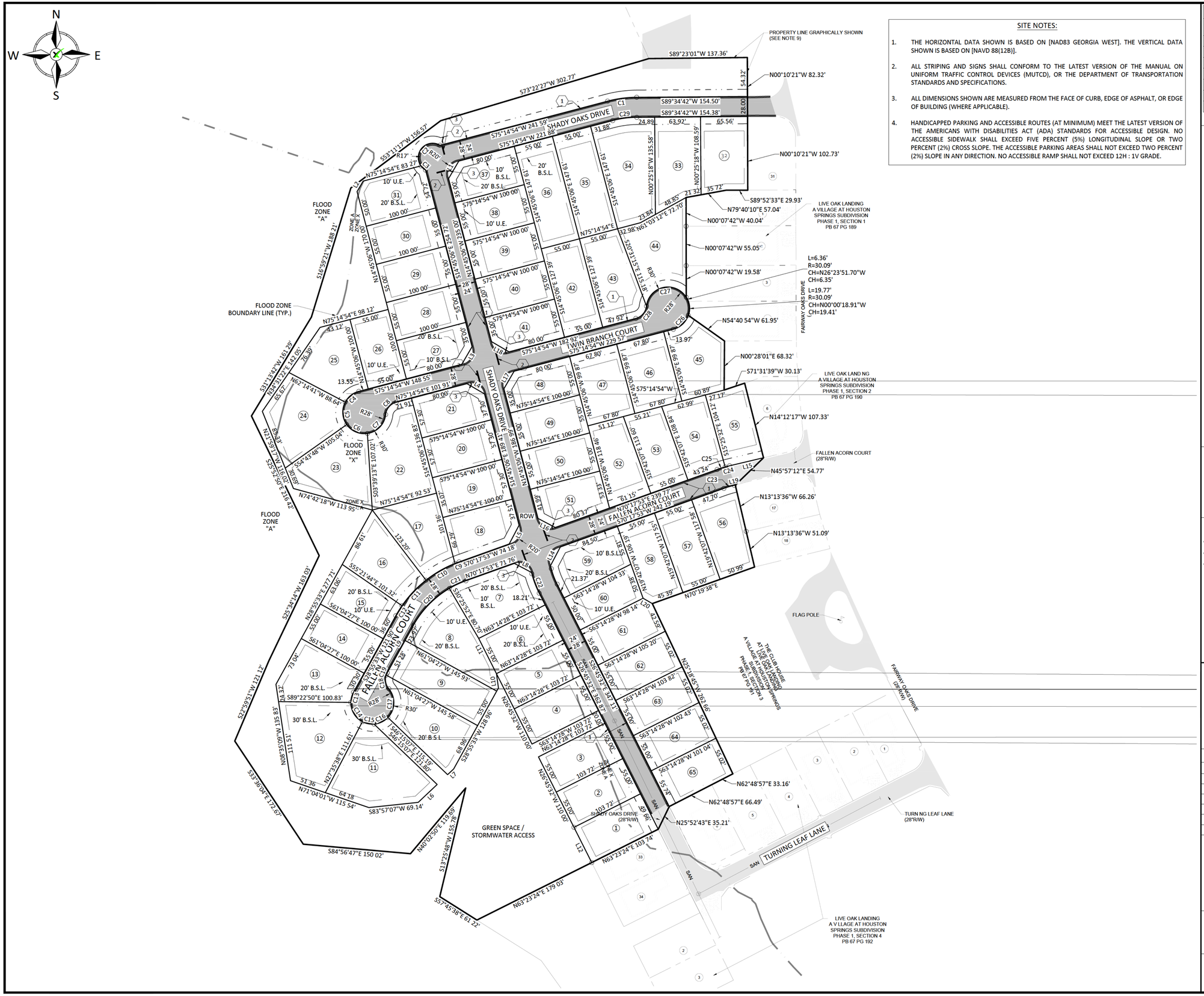
Instructions

1. Please refer to Sections 2-3.13 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 Signed by: Shane Calhoun 1FE81AC166BD478...	*Date 5/18/2026
*Property Owner/Authorized Agent Shane Calhoun 1FE81AC166BD478...	*Date 5/18/2026

Revised 3/27/26


N
W
E
S
SHADY OAKS DRIVE
TWIN BRANCH COURT
FALLEN ACORN COURT
TURNING LEAF LANE
FAIRWAY OAKS DRIVE
FALLEN ACORN COURT (28'R/W)
SHADY OAKS DRIVE (28'R/W)
TURN NG LEAF LANE (28'R/W)
PROPERTY LINE GRAPHICALLY SHOWN (SEE NOTE 9)
FLOOD ZONE "A"
FLOOD ZONE "X"
FLOOD ZONE BOUNDARY LINE (TYP.)
ZONE A
ZONE X
ROW
SAN
FLAG POLE
GREEN SPACE / STORMWATER ACCESS
LIVE OAK LANDING A VILLAGE AT HOUSTON SPRINGS SUBDIVISION PHASE 1, SECTION 1 PB 67 PG 189
LIVE OAK LAND NG A VILLAGE AT HOUSTON SPRINGS SUBDIVISION PHASE 1, SECTION 2 PB 67 PG 190
LIVE OAK LANDING A V LLAGE AT HOUSTON SPRINGS SUBDIVISION PHASE 1, SECTION 4 PB 67 PG 192
THE CLUB HOUSE AT LIVE OAK LANDING A VILLAGE AT HOUSTON SPRINGS PHASE 1, SECTION 3 PB 67 PG 191
S89°23'01"W 137.36'
N00°10'21"W 82.32'
S89°34'42"W 154.50'
S89°34'42"W 154.38'
S73°22'27"W 302.77'
S75°14'54"W 241.59'
S75°14'54"W 221.88'
N00°10'21"W 102.73'
N00°25'18"W 135.58'
N00°25'18"W 108.59'
S89°52'33"E 29.93'
N79°40'10"E 57.04'
N00°07'42"W 40.04'
N00°07'42"W 55.05'
N00°07'42"W 19.58'
N54°40 54"W 61.95'
N00°28'01"E 68.32'
S71°31'39"W 30.13'
N14°12'17"W 107.33'
N45°57'12"E 54.77'
N13°13'36"W 66.26'
N13°13'36"W 51.09'
N70°19'38"E
S53°11'17"W 156.57'
S16°59'21"W 188.21'
S31°13'42"W 165.29'
N24°31'27"E 142.05'
N63°14'41"W 88.64'
S25°52'00"E 216.42'
N74°42'18"W 113.95'
S25°34'14"W 163.03'
S22°59'51"W 121.12'
S33°36'04"E 174.67'
S84°56'47"E 150.02'
N40°02'50"E 119.69'
S13°25'48"W 155.78'
S57°45'38"E 61.22'
N63°23'24"E 179.03'
S63°23'24"E 103.74'
S25°52'43"W 35.21'
N62°48'57"E 66.49'
N62°48'57"E 33.16'
S28°55'33"W 128.96'
N26°45'32"W 110.00'
N25°18'45"W 252.66'
S83°57'07"W 69.14'
N71°04'01"W 115.54'
N27°35'38"E 111.61'
N61°04'27"W 145.93'
S89°22'50"E 100.83'
N61°04'27"W 145.58'
S61°04'27"E 100.00'
N28°35'53"E 27.71'
N75°14'54"E 83.27'
N75°14'54"E 98.12'
N75°14'54"E 92.53'
N75°14'54"E 100.00'
S75°14'54"W 100.00'
S75°14'54"W 182.92'
S75°14'54"W 229.57'
S75°14'54"W 148.55'
S75°14'54"W 101.91'
S75°14'54"W
N75°14'54"E
N14°45'06"W 170.00'
S14°45'06"E 147.39'
S14°45'06"E 127.39'
S14°45'06"E 99.87'
N14°45'06"W 99.87'
N14°45'06"W 118.49'
N14°45'06"W 108.84'
S14°42'07"E 108.84'
S14°42'07"E 112.60'
N19°42'07"W 108.59'
N19°42'07"W 117.58'
S14°45'06"E 147.39'
N14°45'06"W 235.39'
S14°45'06"E 147.39'
N14°45'06"W 147.39'
S14°45'06"E 147.39'
N14°45'06"W 147.39'
S14°45'06"E 147.39'
N14°45'06"W 147

N
W E
S

Parcel Area Table

Parcel #	Area	Perimeter	Segment Lengths	Segment Bearings
1	5718.75	317.70	3.69 103.71 55.00 103.72 49.66 1.92	S26° 32' 19.06"E S63° 23' 24.38"W N26° 45' 31.94"W N63° 14' 28.06"E S26° 45' 31.94"E S26° 38' 55.50"E
2	5704.81	317.45	55.00 103.72 55.00 103.72	S26° 45' 31.94"E S63° 14' 28.06"W N26° 45' 31.94"W N63° 14' 28.06"E
3	5704.81	317.45	55.00 103.72 55.00 103.72	S26° 45' 31.94"E S63° 14' 28.06"W N26° 45' 31.94"W N63° 14' 28.06"E
4	5704.81	317.45	103.72 55.00 103.72 55.00	N63° 14' 28.06"E S26° 45' 31.94"E S63° 14' 28.06"W N26° 45' 31.94"W
5	5704.81	317.45	103.72 55.00 103.72 55.00	N63° 14' 28.06"E S26° 45' 31.94"E S63° 14' 28.06"W N26° 45' 31.94"W
6	5704.81	317.45	55.00 103.72 55.00 103.72	S26° 45' 31.94"E S63° 14' 28.06"W N26° 45' 31.94"W N63° 14' 28.06"E
7	8015.33	357.89	71.76 27.04 1.86 29.13 18.21 103.72 80.70 25.47	N70° 17' 53.28"E S62° 13' 36.52"E S14° 45' 06.32"E S20° 45' 19.13"E S26° 45' 31.94"E S63° 14' 28.06"W N30° 25' 51.95"W N64° 56' 00.67"E
8	8218.00	403.50	72.74 80.70 55.00 20.17 5.00 145.93 23.97	N44° 14' 50.51"E S30° 25' 51.95"E S26° 45' 31.94"E S7° 51' 47.45"E S28° 55' 32.97"W N61° 04' 27.03"W N28° 55' 32.97"E
9	8025.54	401.53	51.28 145.93 55.00 145.58 3.74	N28° 55' 32.97"E S61° 04' 27.03"E S28° 55' 32.97"W N61° 04' 27.03"W N23° 34' 01.73"E
10	8054.01	405.55	20.31 145.58 68.96 11.67 115.19 43.84	N10° 52' 57.92"W S61° 04' 27.03"E S28° 55' 32.97"W S46° 42' 32.14"W N46° 15' 07.23"W N1° 53' 13.23"E
11	10669.52	419.84	121.80 36.33 69.14 64.18 111.61 16.77	S46° 15' 07.23"E S46° 42' 32.14"W S83° 57' 06.67"W N71° 04' 01.48"W N27° 35' 38.24"E S78° 25' 25.93"E
12	10300.62	408.31	111.51 100.83 33.00 111.61 51.36	N8° 35' 09.47"W S89° 22' 50.47"E S30° 53' 36.12"E S27° 35' 38.24"W N71° 04' 01.48"W
13	7156.60	343.32	73.04 100.00 30.30 14.82 100.83 24.32	N28° 55' 32.97"E S61° 04' 27.03"E S28° 55' 32.97"W S14° 46' 21.25"W N89° 22' 50.47"W N8° 35' 09.47"W
14	5500.00	310.00	55.00 100.00 55.00 100.00	N28° 55' 32.97"E S61° 04' 27.03"E S28° 55' 32.97"W N61° 04' 27.03"W
15	5810.71	317.39	63.06 101.32 16.41 36.60 100.00	N28° 55' 32.97"E S55° 21' 43.80"E S31° 47' 29.62"W S28° 55' 32.97"W N61° 04' 27.03"W
16	7274.72	360.15	86.61 123.20 49.02 101.32	N28° 55' 32.97"E S37° 27' 00.29"E S43° 13' 10.08"W N55° 21' 43.80"W
17	7486.48	363.89	92.53 35.07 66.29 46.80 123.20	N75° 14' 53.68"E S14° 45' 06.32"E S14° 45' 06.32"E S59° 57' 22.97"W N37° 27' 00.29"W

Parcel Area Table

Parcel #	Area	Perimeter	Segment Lengths	Segment Bearings
18	5985.42	313.67	37.51 29.48 74.18 6.20 66.29 100.00	S14° 45' 06.32"E S27° 46' 23.48"W S70° 17' 53.28"W S69° 12' 52.66"W N14° 45' 06.32"W N75° 14' 53.68"E
19	5729.92	315.60	100.00 57.30 100.00 35.07 0.50 0.50 22.23	N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W N75° 14' 53.68"E S75° 14' 53.68"W N14° 45' 06.32"W
20	5729.92	314.60	57.30 100.00 57.30 100.00	S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W N75° 14' 53.68"E
21	5529.92	302.88	80.00 28.28 37.30 100.00 57.30	N75° 14' 53.68"E S59° 45' 06.32"E S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W
22	10002.27	421.80	92.53 107.02 39.46 24.05 21.91 57.30 57.30 22.23	S75° 14' 53.68"W N3° 39' 13.28"W N44° 01' 35.52"E N40° 47' 54.03"E N75° 14' 53.68"E S14° 45' 06.32"E S14° 45' 06.32"E S14° 45' 06.32"E
23	8985.08	389.70	113.95 30.69 105.04 33.00 107.02	N74° 42' 17.66"W N21° 59' 17.35"W N54° 43' 47.94"E S66° 46' 57.70"E S3° 39' 13.28"E
24	8980.78	377.68	33.00 105.04 85.33 65.67 88.64	S3° 45' 26.42"E S54° 43' 47.94"W N21° 59' 17.35"W N34° 31' 21.63"E S62° 14' 40.77"E
25	7404.19	346.57	24.87 88.64 76.39 43.12 100.00 13.55	S51° 30' 06.45"W N62° 14' 40.77"W N34° 31' 21.63"E N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W
26	5500.00	310.00	55.00 100.00 55.00 45.00 55.00	S75° 14' 53.68"W N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E S14° 45' 06.32"E
27	5300.00	298.28	35.00 28.28 80.00 55.00 100.00	S14° 45' 06.32"E S30° 14' 53.68"W S75° 14' 53.68"W N14° 45' 06.32"W N75° 14' 53.68"E
28	5500.00	310.00	55.00 100.00 45.00 10.00 100.00	S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W N14° 45' 06.32"W N75° 14' 53.68"E
29	5500.00	310.00	55.00 100.00 55.00 100.00	S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W N75° 14' 53.68"E
30	5500.00	310.00	55.00 100.00 55.00 100.00	S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W N75° 14' 53.68"E
31	6107.99	313.71	54.72 100.00 50.00 16.97 83.27 8.76	S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W N30° 14' 53.68"E N75° 14' 53.68"E S47° 46' 54.88"E
32	6805.96	342.53	65.56 102.73 29.93 35.72 108.59	N89° 34' 41.97"E S0° 10' 20.81"E N89° 52' 32.67"W S79° 40' 09.57"W N0° 25' 18.03"W
33	7637.98	378.27	63.92 108.59 21.32 48.85 135.58	N89° 34' 41.97"E S0° 25' 18.03"E S79° 40' 09.57"W S61° 03' 11.93"W N0° 25' 18.03"W
34	10541.91	430.80	31.88 34.01 24.89 135.58 23.84 32.98 147.61	N75° 14' 53.68"E N82° 24' 47.82"E N89° 34' 41.97"E S0° 25' 18.03"E S61° 03' 11.93"W S75° 14' 53.68"W N14° 45' 06.32"W

Parcel Area Table

Parcel #	Area	Perimeter	Segment Lengths	Segment Bearings
35	8118.29	405.21	55.00 147.61 55.00 147.61	N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W
36	8118.29	405.21	55.00 147.61 55.00 37.61 55.00 55.00	N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W N14° 45' 06.32"W N14° 45' 06.32"W
37	5300.00	298.28	35.00 28.28 80.00 55.00 100.00	N14° 45' 06.32"W N30° 14' 53.68"E N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W
38	5500.00	310.00	55.00 100.00 55.00 100.00	N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W
39	5500.00	310.00	55.00 100.00 37.61 17.39 100.00	N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E S14° 45' 06.32"E S75° 14' 53.68"W
40	5500.00	310.00	55.00 100.00 55.00 100.00	N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W
41	5300.00	298.28	35.00 100.00 55.00 80.00 28.28	N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W N59° 45' 06.32"W
42	7006.71	364.79	55.00 55.00 55.00 17.39 55.00 127.39	S75° 14' 53.68"W N14° 45' 06.32"W N14° 45' 06.32"W N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E
43	7752.77	369.54	47.92 127.39 55.00 115.18 24.05	S75° 14' 53.68"W N14° 45' 06.32"W N75° 14' 53.68"E S20° 31' 14.81"E S40° 47' 54.03"W
44	8754.50	434.56	74.53 115.18 32.98 23.84 48.85 40.04 55.05 19.58 24.51	S77° 30' 59.42"W N20° 31' 14.81"W N75° 14' 53.68"E N61° 03' 11.93"E N61° 03' 11.93"E S0° 07' 41.64"E S0° 07' 41.64"E S0° 07' 41.64"E S0° 07' 41.64"E
45	6976.31	334.72	13.97 29.73 61.95 68.32 27.17 33.72 99.87	N75° 14' 53.68"E N46° 51' 47.21"E S54° 40' 53.83"E S0° 28' 00.76"W S75° 14' 53.68"W S75° 14' 53.68"W N14° 45' 06.32"W
46	6770.96	335.33	67.80 99.87 29.27 38.53 99.87	N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W S75° 14' 53.68"W N14° 45' 06.32"W
47	6770.96	335.33	67.80 99.87 16.68 51.12 44.87 55.00	N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W S75° 14' 53.68"W N14° 45' 06.32"W N14° 45' 06.32"W
48	5300.00	298.28	55.00 100.00 35.00 28.28 80.00	S14° 45' 06.32"E S75° 14' 53.68"W N14° 45' 06.32"W N30° 14' 53.68"E N75° 14' 53.68"E
49	5500.00	310.00	55.00 100.00 44.87 10.13 100.00	N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E S14° 45' 06.32"E S75° 14' 53.68"W
50	5500.00	310.00	55.00 100.00 55.00 100.00	N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E S75° 14' 53.68"W
51	5566.31	302.72	41.99 100.00 53.33 80.37 27.04	N14° 45' 06.32"W N75° 14' 53.68"E S14° 45' 06.32"E S70° 17' 53.28"W N62° 13' 36.52"W

Parcel Area Table

Parcel #	Area	Perimeter	Segment Lengths	Segment Bearings
52	6501.34	344.33	61.15 53.33 55.00 10.13 51.12 113.60	S70° 17' 53.28"W N14° 45' 06.32"W N14° 45' 06.32"W N14° 45' 06.32"W N75° 14' 53.68"E S19° 42' 06.72"E
53	6117.22	332.65	55.00 113.60 16.68 38.53 108.84	S70° 17' 53.28"W N19° 42' 06.72"W N75° 14' 53.68"E N75° 14' 53.68"E S19° 42' 06.72"E
54	6261.48	330.95	11.76 43.24 108.84 29.27 33.72 104.12	S72° 21' 08.31"W S70° 17' 53.28"W N19° 42' 06.72"W N75° 14' 53.68"E N75° 14' 53.68"E S15° 25' 31.76"E
55	5901.47	323.71	48.59 6.42 104.12 27.17 30.13 107.29	S76° 38' 58.60"W S75° 31' 40.97"W N15° 25' 31.76"W N75° 14' 53.68"E N71° 31' 39.37"E S14° 12' 17.19"E
56	6775.23	350.18	47.70 15.08 1.49 66.26 51.09 50.99 117.58	N70° 17' 53.28"E N73° 28' 25.94"E N76° 38' 58.60"E S13° 13' 36.49"E S13° 13' 36.49"E S70° 19' 38.29"W N19° 42' 06.72"W
57	6465.87	345.12	55.00 117.58 55.00 117.55	N70° 17' 53.28"E S19° 42' 06.72"E S70° 19' 38.29"W N19° 42' 06.72"W
58	6409.92	338.99	50.38 55.81 55.00 117.55 45.39 14.86	N19° 42' 06.72"W N19° 42' 06.72"W N70° 17' 53.28"E S19° 42' 06.72"E S70° 19' 38.29"W N59° 58' 58.20"W
59	6394.42	323.04	84.50 55.81 104.33 21.37 23.26 4.29 29.48	N70° 17' 53.28"E S19° 42' 06.72"E S63° 14' 28.06"W N26° 45' 31.94"W N20° 45' 19.13"W N14° 45' 06.32"W N27° 46' 23.48"E
60	5061.73	302.85	98.14 50.00 104.33 50.38	S63° 14' 28.06"W N26° 45' 31.94"W N63° 14' 28.06"E S19° 42' 06.72"E
61	5771.92	315.79	98.14 14.86 42.59 105.20 55.00	N63° 14' 28.06"E S59° 58' 58.20"E S25° 18' 44.87"E S63° 14' 28.06"W N26° 45' 31.94"W
62	5748.07	319.04	55.00 105.20 55.02 103.82	N26° 45' 31.94"W N63° 14' 28.06"E S25° 18' 44.87"E S63° 14' 28.06"W
63	5671.69	316.26	55.00 103.82 55.02 102.43	N26° 45' 31.94"W N63° 14' 28.06"E S25° 18' 44.87"E S63° 14' 28.06"W
64	5595.31	313.48	55.00 102.43 55.02 101.04	N26° 45' 31.94"W N63° 14' 28.06"E S25° 18' 44.87"E S63° 14' 28.06"W
65	5555.79	311.45	55.74 101.04 55.02 33.16 66.49	N26° 45' 31.63"W N63° 14' 28.06"E S25° 18' 44.87"E S62° 48' 56.94"W S62° 48' 56.94"W

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length
C1	41.018	164.000	S82°24'47.82"W	40.91'
C2	54.475	20.000	S42°47'27.90"W	39.13'
C3	8.757	20.000	S47°46'54.88"E	8.69'
C4	24.867	30.000	S51°30'06.45"W	24.16'
C5	33.000	30.000	S03°45'26.42"E	31.36'
C6	33.000	30.000	S66°46'57.70"E	31.36'
C7	39.456	30.000	N44°01'35.52"E	36.67'
C8	24.051	20.000	N40°47'54.03"E	22.63'
C9	6.203	164.000	S69°12'52.66"W	6.20'
C10	46.798	164.000	S59°57'22.97"W	46.64'
C11	49.016	164.000	S43°13'10.08"W	48.83'
C12	16.405	164.000	S31°47'29.62"W	16.40'
C13	14.821	30.000	S14°46'21.25"W	14.67'
C14	33.000	30.000	S30°53'36.12"E	31.36'
C15	16.774	30.000	S78°25'25.93"E	16.56'
C16	21.892	30.000	N64°39'11.34"E	21.41'
C17	43.837	30.000	N01°53'13.23"E	40.04'
C18	20.310	20.000	N10°52'57.92"W	19.45'
C19	3.741	20.000	N23°34'01.73"E	3.74'
C20	72.736	136.000	N44°14'50.51"E	71.87'
C21	25.467	136.000	N64°56'00.67"E	25.43'
C22	29.129	139.000	S20°45'19.13"E	29.08'
C23	15.076	136.000	S73°28'25.94"W	15.07'
C24	6.421	164.000	N75°31'40.97"E	6.42'
C25	11.759	164.000	N72°21'08.31"E	11.76'
C26	29.725	30.000	S46°51'47.21"W	28.52'
C27	74.527	30.000	S77°30'59.42"W	56.79'
C28	24.051	20.000	S40°47'54.03"W	22.63'
C29	34.015	136.000	S82°24'47.82"W	33.93'

Parcel Line Table

Line #	Length	Direction
L1	28.28	N30° 14' 53.68"E
L2	16.97	N30° 14' 53.68"E
L3	28.28	N30° 14' 53.68"E
L4	28.28	N59° 45' 06.32"W
L5	29.48	N27° 46' 23.48"E
L6	36.33	S46° 42' 32.14"W
L7	11.67	S46° 42' 32.14"W
L8	27.04	N62° 13' 36.52"W
L9	75.25	N28° 55' 32.97"E
L10	20.17	N7° 51' 47.45"W
L11	55.00	S26° 45' 31.94"E
L12	55.00	S26° 45' 31.94"E
L14	29.48	N27° 46' 23.48"E
L15	48.59	N76° 38' 58.60"E
L16	27.04	S62° 13' 36.52"E
L17	28.28	N30° 14' 53.68"E
L18	28.28	N59° 45' 06.32"W
L19	1.49	S76° 38' 58.60"W
L20	14.86	N59° 58' 58.20"W

SITE DATA TABLE

PROJECT ADDRESS		101 FAIRWAY OAKS DRIVE, PERRY, GEORGIA 31069	
PARCEL NUMBER		0P0530 009000 (±14.27 ACRES ACRES)	
ZONING		PD	
PROJECT AREA		14.27 ACRES	
BUILDING SETBACK		LANDSCAPE SETBACK	
FRONT	XX'	FRONT	XX'
SIDE	XX'	SIDE	XX'
REAR	XX'	REAR	XX'

PRELIMINARY PLAT NOTES:

1. THIS IS A PRELIMINARY PLAT TO SET FORTH PLANNING PROVISIONS. THE FINAL PLAT WILL BE PREPARED BY A REGISTERED LAND SURVEYOR SELECTED AND EMPLOYED BY THE OWNER. THE FINAL PLAT SHALL BE IN SUBSTANTIAL CONFORMITY WITH THE APPROVED PRELIMINARY PLAT.
2. ANY SUCH DEPICTED MINIMUM BUILDING SETBACKS ARE SUBJECT TO CHANGE PURSUANT TO THE LOCAL MUNICIPALITY, AND THERE MAY BE SEPARATION REQUIREMENTS BETWEEN BUILDINGS AND ANY PLATTED EASEMENTS.
3. ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 6" HIGHER THAN THE HIGHEST POINT OF THE CURB BETWEEN PROPERTY LINES.
4. ALL FINISHED FLOOR ELEVATIONS FOR STRUCTURES LOCATED IN FLOOD ZONE A SHALL BE A MINIMUM OF 3 FEET ABOVE THE NEAREST ADJACENT GRADE.
5. TOTAL WIDTH OF STREETS INCLUDES LANE WIDTH PLUS CURB AND GUTTER (BACK OF CURB TO BACK OF CURB). ALL STREETS TO USE 24" CONCRETE CURB AND GUTTER ("ROLLED CURB" TYPE).
6. THE BOUNDARY SURVEY WAS PROVIDED BY S.A.M. A COPY CAN BE PROVIDED UPON WRITTEN REQUEST.
7. THE PROPOSED DEVELOPMENT IS LOCATED AT 101 FAIRWAY OAKS DRIVE, PERRY, GEORGIA 31069. HORIZONTAL DATA SHOWN HEREON IS BASED ON NAD83 GEORGIA WEST FOOT ZONE. VERTICAL DATA SHOWN HEREON IS BASED ON NAVD 88(12B).
8. WETLANDS HAVE NOT BEEN IDENTIFIED WITHIN THE PROJECT AREA.
9. STATE WATERS HAVE BEEN IDENTIFIED ON OR WITHIN 200 FEET OF THE PROJECT AREA.
10. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X & A" AS PER FLOOD INSURANCE RATE MAP PANEL 13153C0132E FOR HOUSTON COUNTY, GEORGIA, WITH AN EFFECTIVE DATE OF 9/28/2007. FLOOD ZONE "X & A" DENOTES AREAS IN A SPECIAL FLOOD HAZARD AREA WITHOUT A BFE.

AXIS ENGINEERING CONSULTANTS
LEESBURG ★ VALDOSTA ★ WARNER ROBINS

GEORGIA — AXIS ENGINEERING CONSULTANTS PEF009117 06/30/2026 CERTIFICATE OF AUTHORIZATION

REVISIONS

No.	DATE	DESCRIPTION
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-

GEORGIA REGISTERED — No. PE032671 PROFESSIONAL 05/15/2026 ENGINEER BRYAN HILL BRAUN

PRELIMINARY PLAT TABLES

LIVE OAKS LANDING, SECTION 2

PERRY, HOUSTON COUNTY, GEORGIA

CAL-MAR HOMES

PROJECT NO.	26-25233
DATE:	05/15/2026
DRAWN BY:	BJM
CHECK BY:	BHB

SCALE: 60' 30' 0' 60'
GRAPHIC SCALE 1" = 60'

SHEET NO.
C4.1

Perry

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STAFF REPORT

July 8, 2026

CASE NUMBER: SUSE-0090-2026

APPLICANT: Beth Van Hoose

REQUEST: A Special Exception to allow a 3D/4D Ultrasound boutique in the home

LOCATION: 1212 Swift Street; Tax Map Parcel 0P02020 077000

REQUEST ANALYSIS: The applicant requests to use the home at 1212 Swift Street as a residential business for the purpose of operating a 3D/4D ultrasound boutique. The business is proposed to be open and operating between the hours of 8:00 a.m. and 6:00 p.m. Customers would park on the property with a limit of 8 cars. The maximum number of customers would be 24. The proposed residential business as requested complies with Sec. 4-4.3(D) of the Land Management Ordinance. Although it is not relevant to the standards for granting a special exception as outlined below, staff would encourage the Planning Commission to consider the relevance of the home's location in the Swift Street Historic District and any potential impact the proposed business could have within the district.

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 residential business.

2. *Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*
   The subject property is in the Traditional Neighborhood character area, which preserves the unique characteristics while allowing appropriately scaled infill and development along the neighborhood edges. The proposed special use will not change the appearance of a residential home.

3. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*
   There is no projected increase in pedestrian or vehicular traffic in the area beyond what is expected from clients parking and is limited to 8 vehicles at a time. While this is not expected to create a significant impact, even 8 vehicles at any given time is likely more vehicles and traffic than is typical for a home in this neighborhood.

4. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*

The residential business will largely function when many residents are at work and will end at 6:00 p.m. The proposed operations would create minimal impact, if any, to the surrounding residences.

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?*
   Guests are required to maintain City of Perry ordinances to include quiet hours, large gathering restrictions, and all other applicable laws. No nuisances or negative impacts should be produced from an increase in visitors' frequency at the home and the owner has limited the number of vehicles at a time to eight. There is a parking pad on the property so, there should be no issues with parking on the street or impeding other homeowners' access to their driveways.

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 dwelling is a single-family home surrounded by other similar homes. No new structures are being proposed with this request for a special exception.

7. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*
   Staff believes the property is a sufficient size for the proposed use, and there is no future growth expected in this neighborhood.

8. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*
   The proposal will have no effect on schools. Street usage will mirror activity that is expected through normal use of a residence. The neighborhood is already serviced by city services and utilities; no excessive increase or negative impact is expected because of the proposed use.

STAFF RECOMMENDATION: Approval

NOTE: *Receipt of an application does **NOT** guarantee final approval by the City of Perry's governing bodies.*

Perry

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Application # SUSE 0090-2026

Application for Special Exception

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Beth Van Hoose	same
*Title	property owner	
*Address	1212 Swift St. Perry GA 31069	
*Phone	[redacted]	
*Email	[redacted]	

Property Information

*Street Address 1212 Swift St	
*Tax Map Number(s) 0P0020 077000	*Zoning Designation R3

Request

*Please describe the proposed use: to operate a small 3d/4d fetal ultrasound boutique in the home, open Monday - Saturday, 8am to 6pm. Parking will be on the property, limited to 8 cars. Maximum number of guests will be 24.

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. [redacted]:

*Applicant 	*Date 6/7/2026
*Property Owner/Authorized Agent same	*Date

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.

Standards for Granting a Special Exception

Responses to application page 2 for 1212 Swift St. proposed use:

(1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property:
   - The proposed part-time use of the Singleton House as a 3D/4D fetal ultrasound boutique falls in line with Perry's Comprehensive Plan to bring together community and showcase Perry's history. No such business currently exists in Perry.

(2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity:
   - No, there will be no increase in traffic volume or increased danger to pedestrians.

(3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity:
   - No, there is no expected impact on other properties and uses in the vicinity. People using or visiting the Singleton House will be required to respect all local ordinances and surrounding residences. Only small gatherings will be permitted, and on-site guest parking will be capped at 8 cars. Parked cars will be inside a privacy fence and not visible to neighbors. Planned business hours will be Monday – Saturday, 8am – 6pm, with a maximum of 2 clients per hour.

(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:
   - There will be no changes in noise, light, glare, smoke, or odor. No extra refuse collection will be necessary beyond local weekly pickup. Parking will be on the property and will not affect neighbors.

(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:
   - No structural additions are necessary at this time other than the fence and front stairs included in the Application for Certificate of Appropriateness, heard on May 12, 2026.

(6) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use:
   - The .63 acre property is plenty to accommodate the needs of the proposed use.

(7) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.
   - There will be no additional burden on streets, utilities, city services, or schools.

Other info:

The fire marshal requires 15 net square feet per person in an assembly without fixed seating, and the building is 3376 square feet. By this standard, the building could hold 225 guests. Proposed use only allows 24 guests at a time.

The upstairs living room will serve as the ultrasound room. If any visitor has mobility issues, the downstairs living area can be used instead. Expectant mothers and their families/friends will gather in the ultrasound room to view live 3d/4d ultrasounds of the baby. Depending on services purchased and the baby's cooperation, service times will vary.

The business will require no equipment other than an ultrasound machine and a projector or TV. Products sold will be digital video clips and images, as well as printed images.

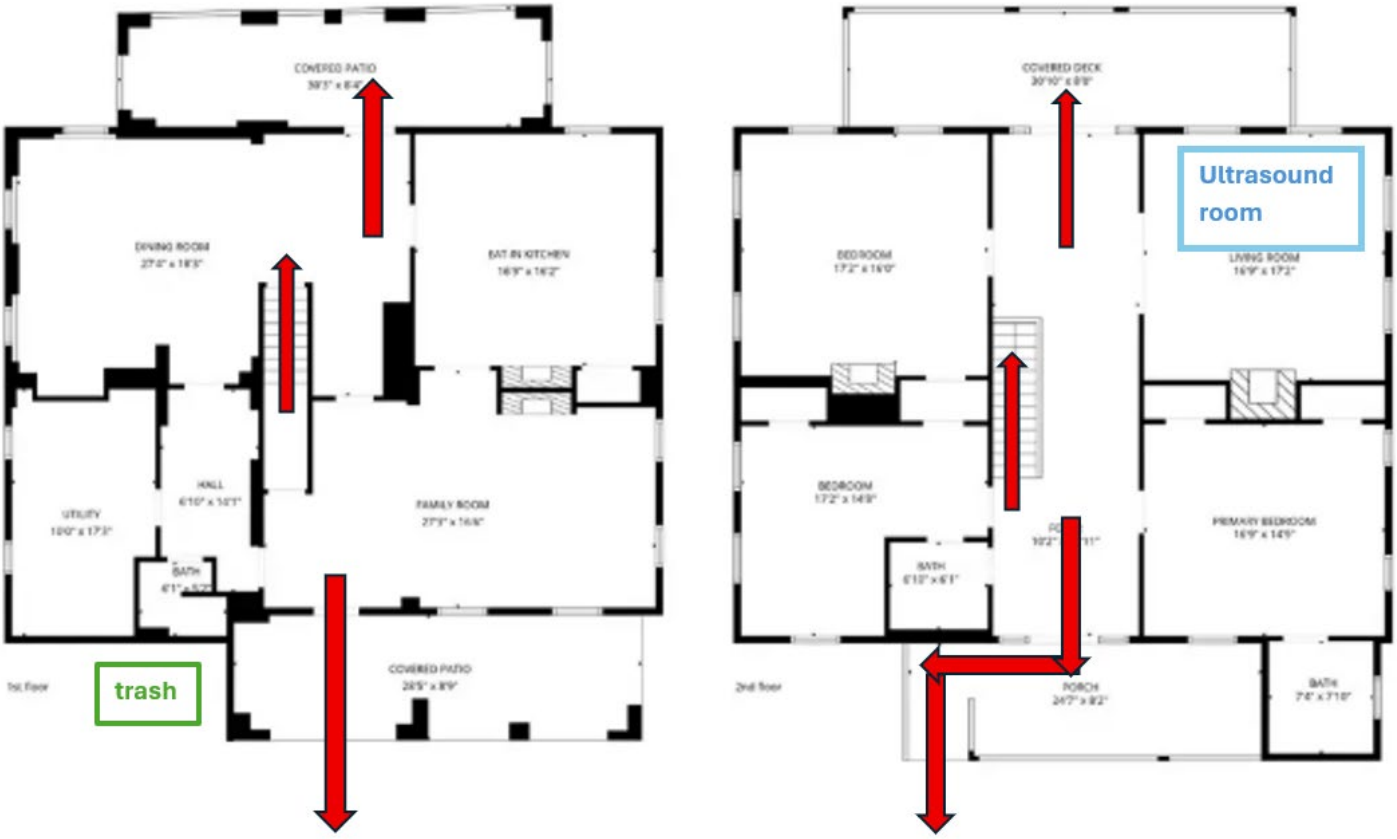
Property owner is a registered sonographer with over 20 years of experience and specialized training in 3d/4d ultrasound.

Expectant mothers currently have no option for 3d/4d ultrasounds in Perry outside of a doctor's office. The closest options are in WR or Macon, and neither offer a beautiful, historic location like the Singleton House.

1212 Swift St parking plan, 8 cars max



1212 Swift St. floor plan with exits



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STAFF REPORT

From the Department of Community Development

July 8, 2026

CASE NUMBER: ANNX – 0088-2026

APPLICANT: Madison Holland

REQUEST: Annexation and zoning of several parcels from R-AG and C-2 (County) to C-2 (City) General Commercial District

LOCATION: 1915, 1919, 1921, and 2001 Highway 127, Perry, Ga. (Houston County) Tax Parcels: 000560 030000, 000560 060000, 000560 056000, 000560 055000, 00560 05400, 000560 053000, 000560 031000, and 000560 32A000

BACKGROUND INFORMATION: The applicant proposes to annex the entirety of the above-mentioned parcels into the City of Perry. It will be developed into a business park with multiple professional office buildings, if approved. The lots are proposed to be zoned C-2, General Commercial District.

The applicant asserts that there are no known covenants or restrictions on the subject property which would preclude the use 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-AG (County)	Single Family Residential
South	PUD (City)	Planned Unit Development District
East	C-2 (County)	Commercial District
West	R-AG (County)	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 Suburban Residential character area within which the parcels are located. This character area is comprised of a mix of housing and some commercial uses. This proposed zoning classification is also near the commercial node at the intersection of Perry Parkway and Houston Lake Road. Staff believes this annexation would serve to bolster the variety of commercial development options to support the City's comprehensive planning goals as expressed 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. The proposed C-2 zoning allows for professional business suites to be constructed in the existing residential area. Proposed commercial development following this action will be required to meet all development standards for C-2 zoning as outlined in the Land Management Ordinance.

4. ***Will any of the uses permitted in the proposed zoning classification cause adverse impacts to adjacent and nearby properties?***

   There should be no adverse impacts on adjacent or surrounding properties. Traffic may increase, resulting from the new commercial units, but estimates do not exceed what is expected for Highway 127.

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, streets, and schools should not be negatively impacted by this development. The applicants are required to submit letters outlining sewer demands, and Engineering Services will determine capacity availability during the development process. The improved infrastructure in the area has been undertaken to provide for this type of growth in the area.

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

   The city is consistently studying the best way to manage growth throughout the city limits. The results of these efforts include reviewing opportunities to annex properties into the city limits, streamlining services for residents, improving infrastructure, and maintaining the housing development patterns. Annexing and rezoning this property aligns with the city's comprehensive and future land use planning efforts as well as infrastructure improvements. Further, due to nearby commercial development patterns and the large commercial node at the intersection of Perry Parkway and Houston Lake Road, C-2, General Commercial, is appropriate for this request.

Staff Recommends: Approval of the application as submitted.

Perry

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Application # AnnX0088-2026

Application for Annexation

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Madison Holland	Sandy Run Properties LLC
*Title	Broker/Owner Landmark Realty	managing member
*Address	1904 Main street Perry GA 31069	1904 Main Street
*Phone	[redacted]	[redacted]
*Email		

Property Information

*Street Address or Location See attached

*Tax Map #(s) See attached

*Legal Description Seed attached

A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; See attached

B. Provide a survey plat of the property, tied to the Georgia Planes Coordinate System. **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.** See attached

Request

*Current County Zoning District See attached	*Proposed City Zoning District C-2

*Please describe the existing and proposed use of the property Note: A Site Plan and/or other information which fully describes your proposal may benefit your application. The existing use is (3) parcels have vacant residential homes on them and there are (5) parcels of vacant land. Proposed use if annexed into the City of Perry and zoned C-2 is a business park. There would be multiple professional office buildings.

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 ✓
   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 Madison Holland	*Date 5/22/2026
*Property Owner/Authorized Agent Sandy Run Properties LLC Madison Holland / Jennifer Holland	*Date 5/22/2026

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.

1.) Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the zoning district? There are no covenants and restrictions to the subject property which would preclude the uses permitted in the zoning district. A business park would meet the criteria.
2.) The proposed zoning classification complies with the Comprehensive Plans and other adopted plans applicable to the subject property. The subject property is in close proximity to the intersection of Hwy 127 (Houston Lake) and Perry Parkway (341 Bypass). This intersection and the immediate area has seen substantial residential and commercial growth. A business park would provide additional spaces for businesses to come to the City of Perry, which would provide jobs to the Citizens of Perry. The people working in this business park would benefit from living nearby all of the amenities that this corridor has to offer.
3.) The uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties. The adjacent and nearby properties in this corridor have recently experienced substantial growth and development both residentially and commercially. A business park would bring more people to this adjacent and nearby properties which would lead to a positive economic impact for the new and upcoming commercial developments in this corridor.
4.) The uses permitted in this proposed zoning classification will not cause adverse impacts to adjacent and nearby properties. A business park zoned C-2 in the City of Perry would provide benefits to the adjacent and nearby properties. The commercial properties nearby would see a positive economic impact and residentially, a business park would provide multiple places for City of Perry residents to work nearby.
5.) The Permitted uses and density allowed in the proposed zoning classification would not cause an excessive burden on existing streets, utilities, city services, or schools. The subject property is not in the same general vicinity as a school. The subject property is located near many City of Perry developments that use utilities and city services. The business park would mainly be used by employees and not cause a burden on existing streets.
6.) There are existing and changing conditions in the area which support approval of the annexation and rezoning of the subject property. This corridor has experienced substantial commercial and residential growth. A business park could bring new businesses, new jobs, and new citizens into the City of Perry. This approval would lead to a mutually beneficial development for the business park and adjacent properties.

1.) 1915 Hwy 127, Perry GA, 31069

Parcel number: 000560 030000

Legal Description: PT Parcel A LL115 10th LD 1.960ac

Deed Book / Page: 10683 / 575

Plat Book / Page: 52 / 140

Current Zoning: Houston County RAG

2.) 1919 Hwy 127, Perry GA, 31069

Parcel number: 000560 060000

Legal Description: Parcel D-1 2.466 Acres LL 115 10th LD

Deed Book / Page: 10683 / 575

Plat Book / Page: 47 / 58

Current zoning: Houston County RAG

3.) 1919 Hwy 127, Perry GA, 31069

Parcel number: 000560 056000

Legal Description: Parcel D 2.804 Acres LL 115 10th LD

Deed Book / Page: 10683 / 578

Plat Book / Page: 29 / 188

Current zoning: Houston County RAG

4.) 1919 Hwy 127, Perry GA, 31069

Parcel number: 000560 055000

Legal Description: Parcel C 2.896 Acres LL 115 10th LD

Deed Book / Page: 10683 / 578

Plat Book / Page: 29 / 188

Current zoning: Houston County RAG

5.) 1919 Hwy 127, Perry GA, 31069

Parcel number: 000560 054000

Legal Description: Parcel B 2.729 Acres LL 115 10th LD

Deed Book / Page: 10687 / 694

Plat Book / Page: 29 / 188

Current zoning: Houston County RAG

6.) 1919 Hwy 127, Perry GA, 31069

Parcel number: 000560 053000

Legal Description: Parcel A 2.724 Acres LL 115 10th LD

Deed Book / Page: 10687 / 694

Plat Book / Page: 29 / 188

Current Zoning: Houston County RAG

7.) 1921 Hwy 127, Perry GA 31069

Parcel number: 000560 031000

Legal Description: Parcel C 3.454 Acres LL 115 10th LD

Deed Book / Page: 10756 / 51

Plat Book / Page: 55 / 113

Current zoning: Houston County C-2

8.) 2001 Hwy 127, Perry GA, 31069

Parcel number: 000560 32A000

Legal Description: Parcel B 1.00 Acre LL 115 10th LD

Deed Book / Page: 10756 / 51

Plat Book / Page: 55 / 113

Current zoning: Houston County C-2


25' REAR BUILDING SETBACK
5,000 S.F. COMMERCIAL BUILDING
5,000 S.F. COMMERCIAL BUILDING
5,000 S.F. COMMERCIAL BUILDING
5,000 S.F. COMMERCIAL BUILDING
3,000 S.F. COMMERCIAL BUILDING
3,000 S.F. COMMERCIAL BUILDING
3

B'98# 279 52/140

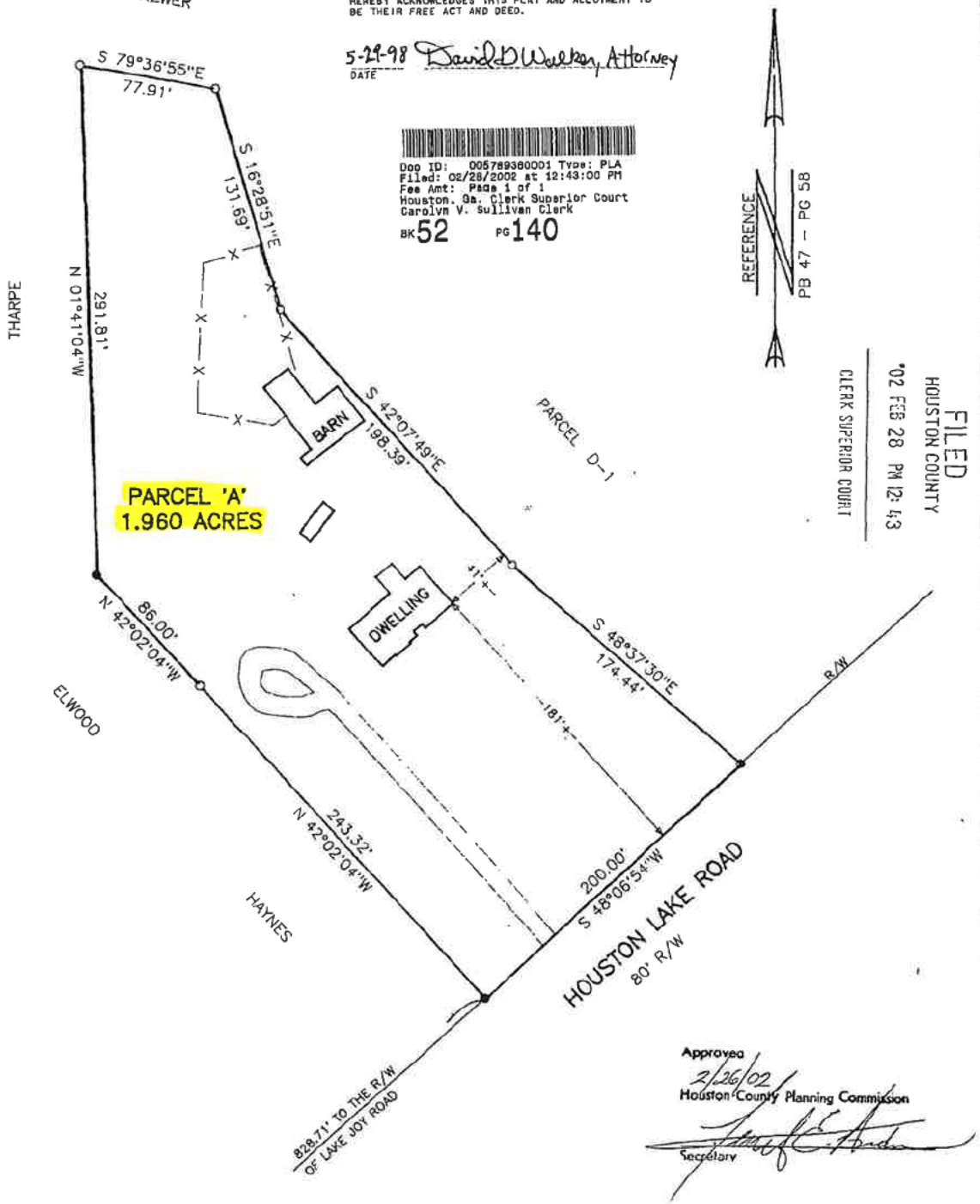
THE UNDERSIGNED DOES CERTIFY THAT THEY ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED.

5-29-98 David D Walker, Attorney
DATE

Doc ID: 005789360001 Type: PLA
Filed: 02/28/2002 at 12:43:00 PM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 52 PG 140

FILED
HOUSTON COUNTY
'02 FEB 28 PM 12:43
CLERK SUPERIOR COURT

REFERENCE
PB 47 – PG 58



Approved
2/26/02
Houston County Planning Commission
Secretary

● IRON PIN FOUND
○ IRON PIN PLACED

60 0 60 120 180
GRAPHIC SCALE – FEET

CERTIFICATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS HAS A CLOSURE PRECISION OF ONE FOOT IN 29554 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 428401 FEET.

THE LINEAR AND ANGULAR MEASUREMENTE SHOWN ON THIS PLAT WERE OBTAINED BY USING A LEITZ SET 3 ELECTRONIC TOTAL STATION.

GEORGIA REGISTERED NO. 2680 PROFESSIONAL LAND SURVEYOR LEE R JONES
5/7/98

SURVEY FOR
JOSEPH W. PARKER
RANDA R. PARKER

PARCEL 'A' – 1.960 ACRES

LAND LOT 115 10TH DISTRICT
HOUSTON COUNTY, GEORGIA
SCALE 1" = 60' MAY 4, 1998

JONES SURVEYING & ENGINEERING INC.
PERRY, GEORGIA (912) 987-2705

PLAT NUMBER • B-5945

Pg 57

47/58

CLERK'S COPY

NOTE: PARCEL 'D-1' IS NOT AN IDVIDUAL BUILDING LOT, BUT IS AN ADDITION TO PARCEL 'D'.

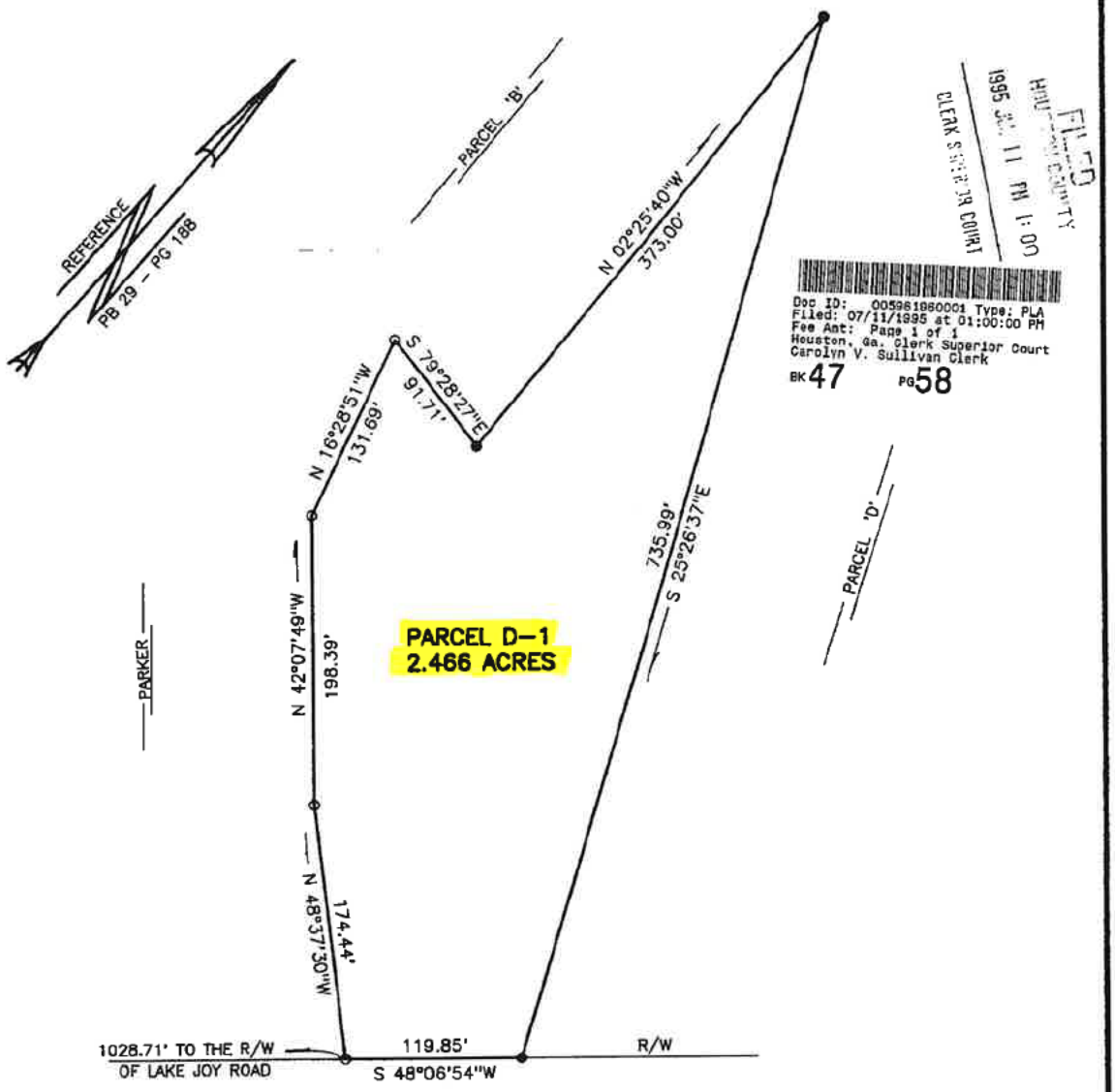
Approved
6/30/95
Houston County Planning Commission
Secretary

THE UNDERSIGNED DOES CERTIFY THAT THEY ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED.

6/29/95
DATE

Ronda R. Parker

IRON PIN FOUND
IRON PIN PLACED



FILED
HOUSTON COUNTY
1995 JUL 11 PM 1:00
CLERK SUPERIOR COURT

Doc ID: 005981860001 Type: PLA
Filed: 07/11/1995 at 01:00:00 PM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 47 PG 58

HOUSTON LAKE ROAD
80' R/W

REFERENCE:
SURVEY FOR JESSIE W. PARKER
BY RL JONES DATED 10/10/78

80 0 80 160 240
GRAPHIC SCALE - FEET

CERTIFICATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS HAS A CLOSURE PRECISION OF ONE FOOT IN 29226 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 315489 FEET.

THE LINEAR AND ANGULAR MEASUREMENTE SHOWN ON THIS PLAT WERE OBTAINED BY USING A LEITZ SET 3 ELECTRONIC TOTAL STATION.

GEORGIA REGISTERED NO. 2560 PROFESSIONAL LAND SURVEYOR LEE R JONES

SURVEY FOR
JOSEPH W. PARKER
RONDA R. PARKER

PARCEL D-1 - 2.466 ACRES

LAND LOT 115 — 10TH DISTRICT
HOUSTON COUNTY, — GEROGIA
SCALE 1" = 80' — JUNE 26, 1995

JONES SURVEYING COMPANY
PERRY, GEORGIA (912) 987-2705

Recorded Mar 4, 1986

29/188

29/188

Doc ID: 006669900001 Type: PLA
Filed: 02/28/1986 at 02:24:00 PM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 29 PG 188

FILED
HOUSTON COUNTY
1986 FEB 28 PM 2:24
CLERK SUPERIOR COURT

OWNERSHIP AND DEDICATION

The undersigned does certify that they are the owners of the land shown on this plat and hereby acknowledges the same and dedicates to their free act and [illegible] hereby dedicates public use as Parks and easements forever all as shown or indicated on said plat.

2/26/86 Edward J. Nash Jr.
Date

N

TREE

WELLS

BIRDSONG ACRES — SECTION 'A'

N 89° 31' 10" E
200.00'

250.00'

S01° 27' 30" E
621.66'

PARCEL 'A' — 2.724 ACRES

S 15° 43' 03" E
723.74'

PARCEL 'B' — 2.729 ACRES

S 19° 34' 01" E
827.82'

PARCEL 'C' — 2.896 ACRES

S 22° 56' 18" E
931.06'

PARCEL 'D' — 2.804 ACRES

N 23° 26' 37" W
735.99'

PARKER

180.00'

58.12'

N 02° 25' 40" W
278.00'

PARCEL 'B'

(116)

(115)

125.00'

S 46° 59' 16" W

125.00'

360.02'

S 48° 06' 54" W

119.98'

5.02'

80' R/W

HOUSTON LAKE ROAD

Approved
Houston County Planning Commission
Secretary

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,242 FEET AND AN ANGULAR ERROR OF 23 SECONDS PER ANGLE POINTS AND WAS ADJUSTED USING COMPASS RULE ANGLES AND DISTANCES. THE FINAL DETAIL PLAT CLOSURE WAS CHECKED AFTERWARDS AND FOUND TO BE ONE FOOT IN 49,550 FEET. ANGULAR AND LINEAR MEASUREMENTS WERE MADE WITH A FIELD GRADE ELECTRONIC DISTANCE METER.

GEORGIA REGISTERED LAND SURVEYOR RICHARD L. JONES

REFERENCE PLATS:

SURVEY FOR CHARLES THARPE, BY RICHARD L. JONES, DATED 12-18-76.

SURVEY FOR IRAW & FOSSIL L. DUNNAWAY, BY RICHARD L. JONES, DATED 10-25-77

SURVEY FOR JAMES N. GEIGER, BY RICHARD L. JONES, DATED 8-24-78

PROPERTY OF GEORGE WELLS IN MAP BOOK 2, PAGE 166

BIRDSONG ACRES-SECTION 'A' — BY JOHN J. BROXTON, DATED 4-11-64.

——— LAND LOT LINE
O IRON PIN PLACED
● IRON PIN FOUND

0' 30' 60' 100' 150'

S48°56'TO THE R/W OF JOY RD.

SURVEY FOR

[redacted] J. NASH, JR.

LAND LOT 115 10TH DISTRICT

HOUSTON CO GEORGIA

SCALE: 1"=60' FEBRUARY 20, 1986

JONES SURVEYING COMPANY

PERRY, GA. 987-2705

MICROFILMED

Recorded Mar 4, 1986

29/188

29/188

FILED
HOUSTON COUNTY
1986 FEB 28 PM 2:24
CLERK SUPERIOR COURT

Doc ID: 005686080001 Type: PLA
Filed: 02/28/1986 at 02:24:00 PM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 29 PG 188

OWNERSHIP AND DEDICATION

The undersigned does certify that they are the owners of the land shown on this plat and hereby acknowledges this plat and all streets to their free act and [illegible] hereby dedicates public use as [illegible] Parks and easements forever all as shown or indicated on said plat.

2/24/86 Edward J. Nash Jr.
Date

N TREE

BIRDSONG ACRES — SECTION 'A'

N 88° 31' 00" E
200.00'

250.00'

WELLS

S01° 27' 30" E
627.68'

PARCEL 'A' — 2.724 ACRES

S13° 43' 05" E
723.74'

PARCEL 'B' — 2.729 ACRES

S 19° 34' 01" E
827.82'

PARCEL 'C' — 2.896 ACRES

S 22° 36' 18" E
931.06'

PARCEL 'D' — 2.804 ACRES

N 25° 28' 37" W
735.99'

PARKER

190.00'

58.12'

278.00'
N 02° 29' 40" W

PARCEL 'B'

116

115

R/W

125.00'

125.00'

380.02'

5.02'

119.98'

S 48° 06' 54" W
1485.6' TO THE R/W OF JOY RD.

80' R/W

S 48° 59' 16" W

HOUSTON LAKE ROAD

Approved
2/26/86
Houston County Planning Commission
Secretary

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN [illegible] FEET AND AN ANGULAR ERROR OF [illegible] PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. ANGLES WERE TURNED BY A [illegible] AND DISTANCES MEASURED WITH A [illegible] ELECTRONIC DISTANCE METER.

GEORGIA REGISTERED No. 1811 LAND SURVEYOR RICHARD L. JONES

REFERENCE PLATS:

SURVEY FOR CHARLES THARPE, BY RICHARD L. JONES, DATED 12-18-76.

SURVEY FOR IRAW & FOSSIL L. DUNNAWAY, BY RICHARD L. JONES, DATED 10-25-77.

SURVEY FOR JAMES N. GEIGER, BY RICHARD L. JONES, DATED 8-24-78

PROPERTY OF GEORGE WELLS IN MAP BOOK 2, PAGE 166

BIRDSONG ACRES-SECTION 'A'— BY JOHN J. BROXTON, DATED 4-11-64.

——·——·—— LAND LOT LINE
○ IRON PIN PLACED
● IRON PIN FOUND

0' 30' 60' 100' 150'

SURVEY FOR

[redacted] J. NASH, JR.

LAND LOT 115 — 10TH DISTRICT

HOUSTON CO. — GEORGIA

SCALE: 1"=60' — FEBRUARY 20, 1986

JONES SURVEYING COMPANY
PERRY, GA. — 987-2705

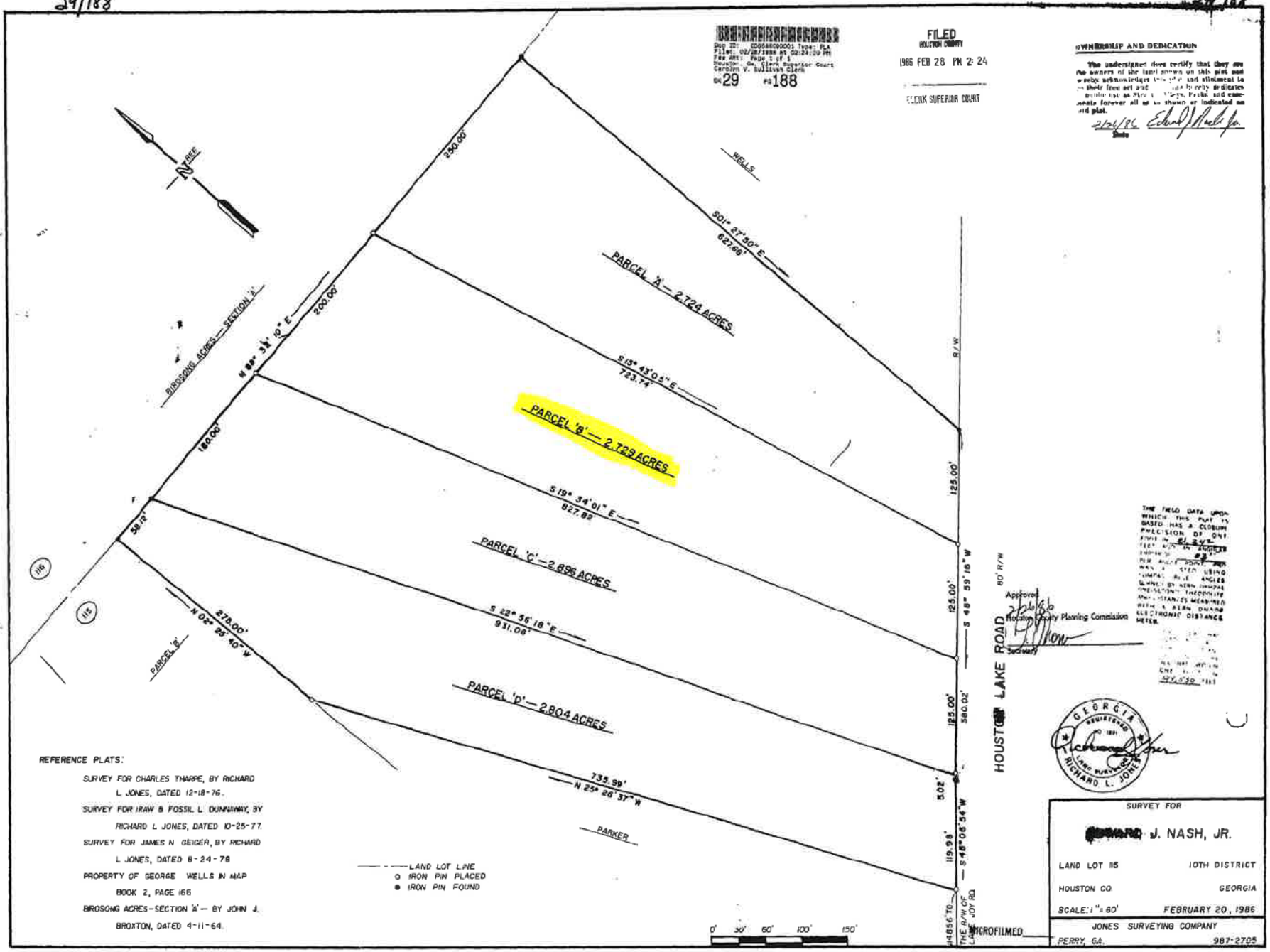
MICROFILMED

98

Recorded Mar 4, 1986

29/188

29/188



REFERENCE PLATS:

SURVEY FOR CHARLES THARPE, BY RICHARD L JONES, DATED 12-18-76.

SURVEY FOR IRAW B FOSSIL L. DUNAWAY, BY RICHARD L JONES, DATED 10-25-77.

SURVEY FOR JAMES N GEIGER, BY RICHARD L JONES, DATED 8-24-78

PROPERTY OF GEORGE WELLS IN MAP BOOK 2, PAGE 166

BIRDSONG ACRES-SECTION 'A'— BY JOHN J. BROXTON, DATED 4-11-64.

98

Recorded Mar 4, 1986

29/188

29/188

FILED
HOUSTON COUNTY
1986 FEB 28 PM 2:24
CLERK SUPERIOR COURT

Doc ID: 006660060001 Type: PLA
Filed: 02/28/1986 at 02:24:00 PM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 29 PG 188

OWNERSHIP AND DEDICATION

The undersigned does certify that they are the owners of the land shown on this plat and hereby acknowledges the same and attachment is ... their free act and ... hereby dedicates ... public use as ... Parks and ... forever all ... shown or indicated on said plat.

2/24/86
Date

Edward J. Nash Jr.

NORTH

BIRDSONG ACRES — SECTION 'A'

N 85° 31' 10" E — 200.00'

180.00'

58.12'

230.00'

WELLS

S 01° 27' 50" E — 621.66'

PARCEL 'A' — 2.724 ACRES

S 15° 43' 02" E — 723.74'

PARCEL 'B' — 2.729 ACRES

S 19° 34' 01" E — 827.92'

PARCEL 'C' — 2.896 ACRES

S 22° 56' 18" E — 931.06'

PARCEL 'D' — 2.804 ACRES

N 02° 23' 40" W — 278.00'

N 25° 26' 37" W — 735.89'

PARCEL 'B'

PARKER

116

115

R/W

125.00'

S 48° 59' 16" W

125.00'

380.02'

S 48° 06' 54" W — 119.98'

THE R/W OF JOY RD.

80' R/W

HOUSTON LAKE ROAD

Approved
Houston County Planning Commission

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,245 FEET AND AN ANGULAR ERROR OF 02" PER POINT AND WAS ADJUSTED USING COMPASS RULE METHOD. ANGLES WERE OBSERVED WITH A ZEISS THEODOLITE AND DISTANCES MEASURED WITH A ZEISS ELTA 2 ELECTRONIC DISTANCE METER.

44,530

GEORGIA REGISTERED NO 1891 RICHARD L. JONES LAND SURVEYOR

REFERENCE PLATS:

SURVEY FOR CHARLES THARPE, BY RICHARD L. JONES, DATED 12-18-76.

SURVEY FOR IRAW & FOSSIL L DUNAWAY, BY RICHARD L JONES, DATED 10-25-77.

SURVEY FOR JAMES N GEIGER, BY RICHARD L JONES, DATED 8-24-78

PROPERTY OF GEORGE WELLS IN MAP BOOK 2, PAGE 166

BIRDSONG ACRES - SECTION 'A' — BY JOHN J. BROXTON, DATED 4-11-64.

——— LAND LOT LINE
○ IRON PIN PLACED
● IRON PIN FOUND

0' 30' 60' 100' 150'

SURVEY FOR

[redacted] J. NASH, JR.

LAND LOT 115 10TH DISTRICT

HOUSTON CO. GEORGIA

SCALE: 1" = 60' FEBRUARY 20, 1986

JONES SURVEYING COMPANY

PERRY, GA. 987-2705

MICROFILMED

BK 55 PG 113

FILED
HOUSTON COUNTY
'00 APR 19 AM 9:10
CLERK SUPERIOR COURT

REFERENCE
PB 2 - PG 165

Doc ID: 005743170001 Type: PLA
Filed: 04/19/2000 at 09:10:00 AM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 55 PG 113

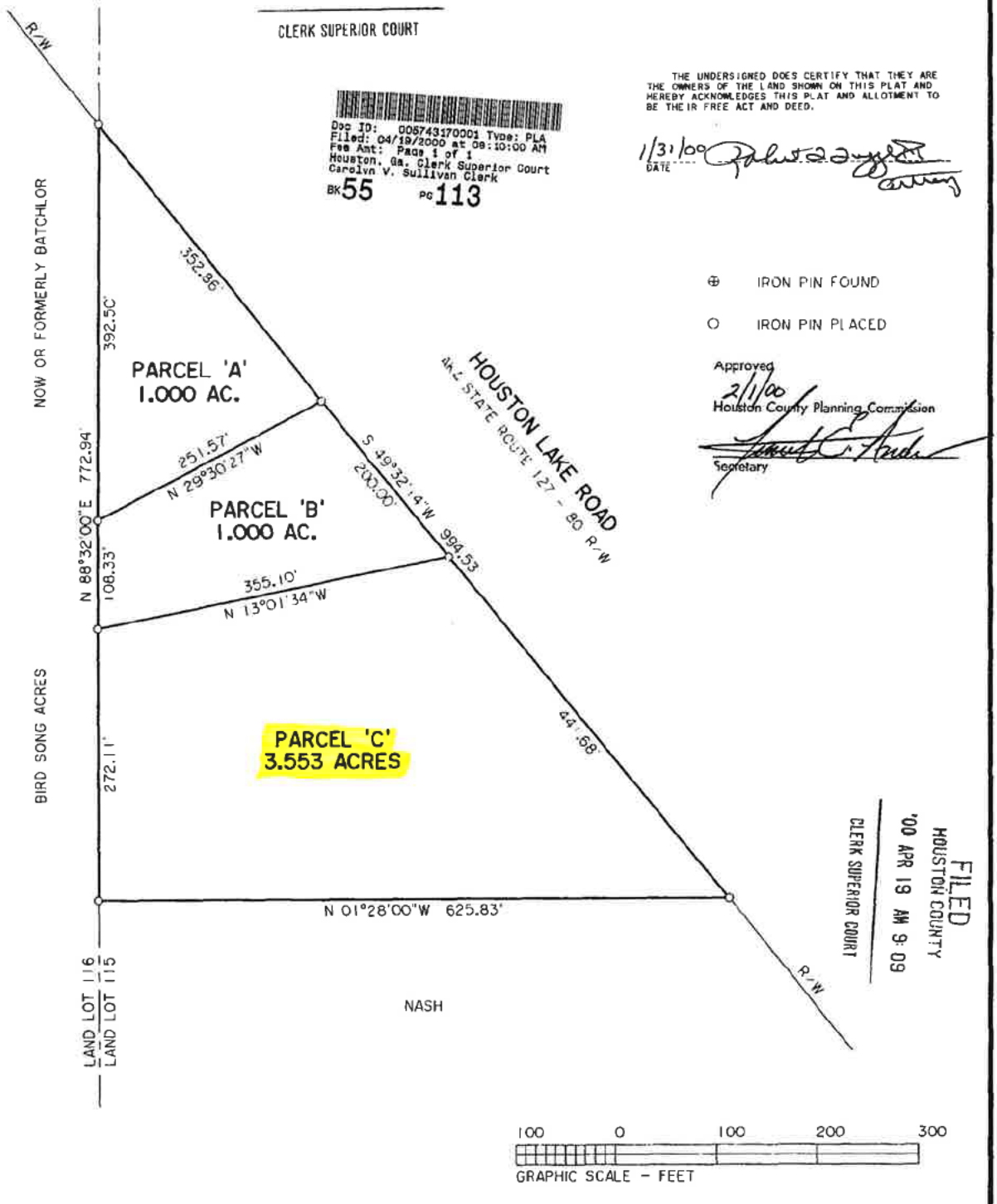
THE UNDERSIGNED DOES CERTIFY THAT THEY ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED.

1/31/00
DATE

⊕ IRON PIN FOUND

O IRON PIN PLACED

Approved
2/1/00
Houston County Planning Commission
Secretary



FILED
HOUSTON COUNTY
'00 APR 19 AM 9:09
CLERK SUPERIOR COURT

100 0 100 200 300
GRAPHIC SCALE - FEET

CERTIFICATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS HAS A CLOSURE PRECISION OF ONE FOOT IN 31599 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 50000+ FEET.

THE LINEAR AND ANGULAR MEASUREMENT SHOWN ON THIS PLAT WERE OBTAINED BY USING A LEITZ SET 3 ELECTRONIC TOTAL STATION.

GEORGIA REGISTERED No. 2680 PROFESSIONAL LAND SURVEYOR LEE R JONES

SURVEY FOR

WILLIAM H. WELLS SR.

PARCELS 'A' - 'B' & 'C'

LAND LOT 115 — 10TH DISTRICT
HOUSTON COUNTY, — GEORGIA
SCALE 1" = 100' — SEPTEMBER 9, 1999

JONES SURVEYING & ENGINEERING INC.
PERRY, GEORGIA (912) 987-2705

PLAT NUMBER - B-619 4

BK 55 PG 113

FILED
HOUSTON COUNTY
'00 APR 19 AM 9:10
CLERK SUPERIOR COURT

REFERENCE
PB 2 - PG 165

Doc ID: 006743170001 Type: PLA
Filed: 04/19/2000 at 09:10:00 AM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 55 PG 113

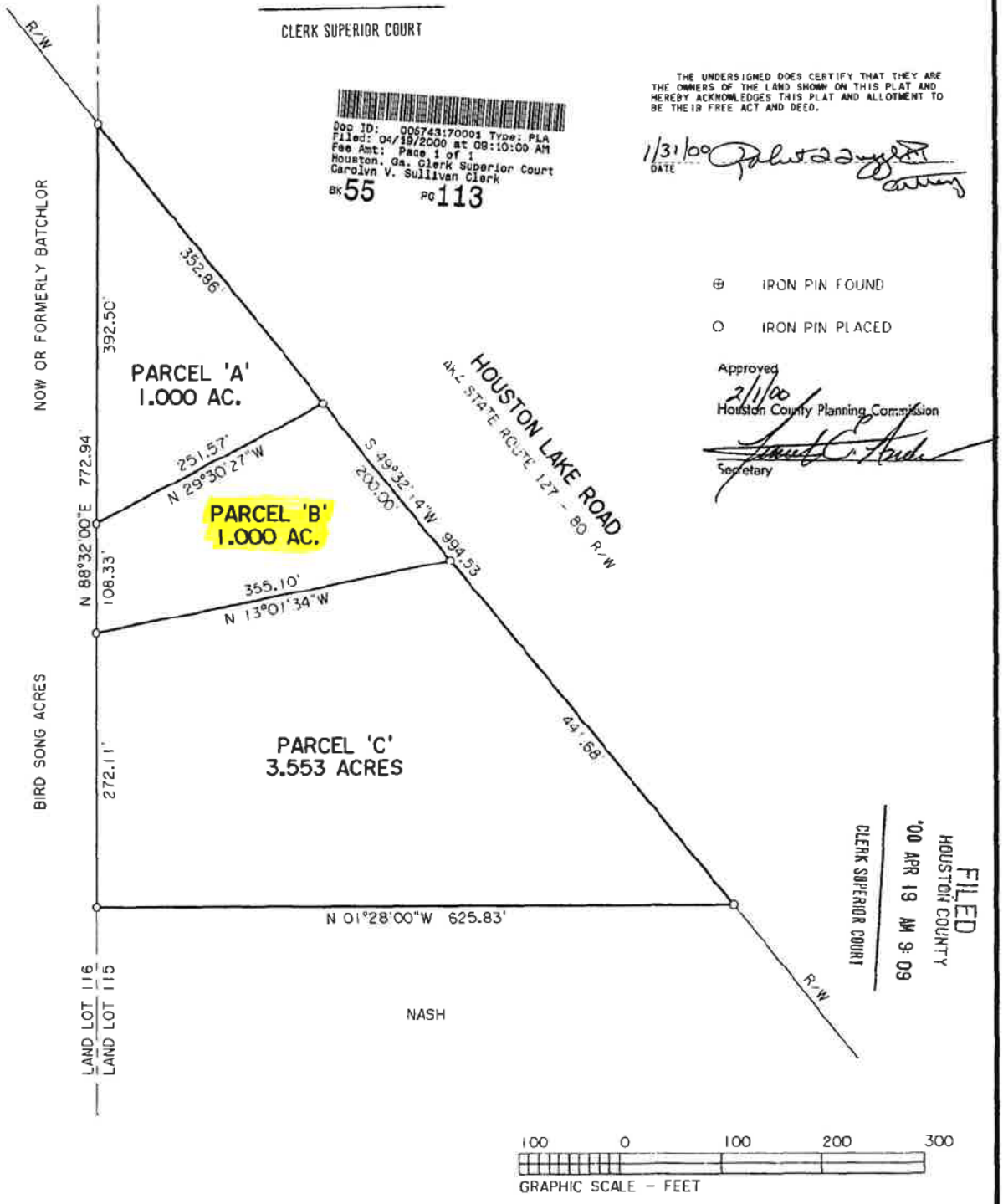
THE UNDERSIGNED DOES CERTIFY THAT THEY ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED.

1/31/00 DATE

⊕ IRON PIN FOUND

○ IRON PIN PLACED

Approved
2/1/00
Houston County Planning Commission
Secretary



FILED
HOUSTON COUNTY
'00 APR 19 AM 9:09
CLERK SUPERIOR COURT

100 0 100 200 300
GRAPHIC SCALE - FEET

CERTIFICATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS HAS A CLOSURE PRECISION OF ONE FOOT IN 31599 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 50000+ FEET.

THE LINEAR AND ANGULAR MEASUREMENT SHOWN ON THIS PLAT WERE OBTAINED BY USING A LEITZ SET 3 ELECTRONIC TOTAL STATION.

GEORGIA REGISTERED No. 2580 PROFESSIONAL LAND SURVEYOR LEE R JONES

SURVEY FOR

WILLIAM H. WELLS SR.

PARCELS 'A' - 'B' & 'C'

LAND LOT 115 — 10TH DISTRICT
HOUSTON COUNTY, — GEORGIA
SCALE 1" = 100' — SEPTEMBER 9, 1999

JONES SURVEYING & ENGINEERING INC.
PERRY, GEORGIA (912) 987-2705

PLAT NUMBER - B-619 A

WHEN RECORDED MAIL TO:
Walker, Hulbert, Gray & Moore, LLP
909 Ball Street
Perry, GA 31069

Type: GEORGIA LAND RECORDS
Recorded: 7/21/2025 12:43:00 PM
Fee Amt: $25.00 Page 1 of 10
Houston County Georgia
Terri L Childers Clerk of Superior Court

BK 10683 PG 580 - 589

1. Document Date:	July 18, 2025
2. Document Signers: Grantor(s) -	SANDY RUN PROPERTIES, LLC
3. Grantee Mailing Address:	124 East Dykes Street, Cochran, GA 31014
4. Map and Parcel ID Number(s):	000560 030000/ 000560 060000/ 000560 055000/ 000560 056000
5. Original Loan Amount:	EIGHT HUNDRED FIFTEEN THOUSAND ONE HUNDRED FIFTY & 00/100 DOLLARS ($815,150.00)
6. Initial Maturity Date:	July 18, 2026
7. Intangible Recording Tax:	$0.00
8. Intangible Recording Tax Exemption Authority:	Pursuant to O.C.G.A. 48-6-60(3) the promissory note is not a "Long-term note secured by real estate" because the maturity date of the promissory note is less than three years from the date of execution.

SECURITY DEED

THIS SECURITY DEED dated July 18, 2025, is made and executed between SANDY RUN PROPERTIES, LLC , whose address is 3002 WIREGRASS ROAD, PERRY, GA 31069 (referred to below as "Grantor") and The Citizens Bank of Cochran, whose address is 124 East Dykes Street, Cochran, GA 31014 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender, with power of sale, all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in HOUSTON County, State of Georgia and is described as follows:**

Tract No. 1:
All that tract or parcel of land situate, lying and being in Land Lot 115 of the Tenth Land District of Houston County, Georgia, known and designated as Parcel "A" comprising 1.960 acres, and having such shapes, metes, bounds, courses and distances as are shown on plat of survey prepared by Lee R. Jones, Georgia Registered Land Surveyor, said plat of survey dated May 4, 1998, and recorded in **Plat Book 52, Page 140,** 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.

LESS AND EXCEPT: **All that tract or parcel of land lying and being in Land Lot 115 of the 10th Land District and/or 928 Georgia Militia District of Houston County, Georgia, being more particularly described as follows:**

Beginning at a point 59.04 feet left of and opposite Station 132+65.00 on the construction centerline of Houston Lake Road (S.R. 127) on Georgia Highway Project No. STP-0675 (8); running thence N 40°8'09" W a distance of 15.96 feet to a point 75.00 feet left of and opposite station 132+65.00 on said construction centerline laid out for Houston Lake Road (S.R. 127); thence N 49°51'51" E a distance of 13.00 feet to a point of 75.00 feet left of and opposite station 132+78.00 on said construction centerline laid out for Houston Lake Road (S.R. 127); thence S 40°08'09" E a distance of 15.95 feet to a point of 59.05 feet left of and opposite station 132+78.00 on said construction centerline laid out for Houston Lake Road (S.R. 127); thence S 49°48'45" W a distance of 13.00 feet back to the point of beginning. Containing 0.005 acres more or less.

Deed Reference: Deed Book 1361, Page 167, said Clerk's Office

Houston County Tax Map Parcel No.: 56-30
Street Address: 1915 Highway 127, Perry, Georgia 31069

Tract No. 2
All that tract or parcel of land situate, lying and being in Land Lot 115 of the Tenth (10th) Land District of Houston County, Georgia, and being more particularly known and designated as **Parcel "D-1"**, containing **2.466 acres**, as is shown on a plat of survey prepared by Richard L. Jones, Georgia Registered Land Surveyor, date June 26, 1995 and recorded in **Plat Book 47, Page 58**, Clerk's Office, Houston Superior Court. Said plat and recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

Deed Reference: Deed Book 1156, Page 219, said Clerk's Office
Houston County Tax Map Parcel No.: 56-60
Street Address: Portion of 1919 Highway 127, Perry, Georgia 31069

Tract No. 3
All that tract or parcel of land situate, lying and being in Land Lot 115 of the 10th Land District of Houston County, Georgia, and being known and designated as **Parcel "C"** containing **2.896 acres** as shown on a plat of survey prepared by Richard L. Jones, Registered Land Surveyor No. 1591, said plat of survey dated February 20, 1986 and recorded in Plat Book 29, Page 188, 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.

Deed Reference: Deed Book 1040, Page 214, said Clerk's Office
Houston County Tax Map Parcel No.: 56-55
Street Address: Portion of 1919 Highway 127, Perry Georgia 31069

Tract No. 4
All that tract or parcel of land situate, lying and being in Land Lot 115 of the 10th Land District of Houston County, Georgia, and being known and designated as **Parcel "D"** containing **2.804 acres** and having such shapes, metes, bounds, courses and distances as are shown on plat of survey prepared by Richard L. Jones, Registered Land Surveyor No. 1591, said plat of survey dated February 20, 1986, and recorded in Plat Book 29, Page 188, 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.

Deed Reference: Deed Book 748, Page 353, said Clerk's Office
Houston County Tax Map Parcel No.: 56-56
Street Address: Portion of 1919 Highway 127, Perry Georgia 31069

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and Improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or Improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and Improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 1915 GA HWY 127, PERRY, GA 31069. The Real Property tax identification number is 000560 030000/ 000560 060000/ 000560 055000/ 000560 056000.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF EIGHT HUNDRED FIFTEEN THOUSAND ONE HUNDRED FIFTY & 00/100 DOLLARS ($815,150.00) WHICH HAS THE MATURITY DATE OF JULY 18, 2026, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. THIS CONVEYANCE SHALL BE CONSTRUED AS A DEED PASSING TITLE AND NOT AS A MORTGAGE. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAID WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work

done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Deed:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and

payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Security Deed:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Security Deed:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the Indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first

page of this Security Deed.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Security Deed:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Security Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Security Deed or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Security Deed or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Security Deed or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

LENDER'S REMEDIES AND POWER OF SALE. Upon the occurrence of an Event of Default, Lender shall have the following rights, powers, and remedies:

Accelerate Indebtedness. Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

Entry and Possession. Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof;

hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

Collection of Rents. Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

Payments. Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

Other Remedies. Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

Appointment of Receiver. Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

UCC Remedies. With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

Power of Sale. Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Cumulative Remedies. All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or enforce the Indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

Attorneys' Fees; Expenses. If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Deed:

Amendments. This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration of or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

Governing Law. This Security Deed will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Security Deed has been accepted by Lender in the State of Georgia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Bleckley County, State of Georgia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

Merger. There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Security Deed.

Waiver of Notice and Hearing and Homestead Exemption. Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the Indebtedness, or any part of the Indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words

and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means SANDY RUN PROPERTIES, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

Grantor. The word "Grantor" means SANDY RUN PROPERTIES, LLC .

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed.

Lender. The word "Lender" means The Citizens Bank of Cochran, its successors and assigns.

Note. The word "Note" means the promissory note dated July 18, 2025, **in the original principal amount of EIGHT HUNDRED FIFTEEN THOUSAND ONE HUNDRED FIFTY & 00/100 DOLLARS ($815,150.00)** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 18, 2026.

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Security Deed. The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

SECURITY DEED
(Continued)

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

X _____
Unofficial Witness

_____
Notary Public, Houston **County**

(NOTARY SEAL)

JOHN W. HULBERT NOTARY PUBLIC Exp. July 29, 2021 HOUSTON COUNTY, GA

My Commission expires: _____

GRANTOR:

SANDY RUN PROPERTIES, LLC

By: _____ **(Seal)**
MADISON J HOLLAND, Member of SANDY RUN PROPERTIES, LLC

By: _____ **(Seal)**
JENNIFER E HOLLAND, Member of SANDY RUN PROPERTIES, LLC

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Type: GEORGIA LAND RECORDS
Recorded: 7/29/2025 11:18:00 AM
Fee Amt: $325.00 Page 1 of 2
Transfer Tax: $300.00
Houston County Georgia
Terri L Childers Clerk of Superior Court

BK 10687 PG 694 - 695

(Above space for recording officer use.)

After recording return to:

File No.: P25-302

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 28 day of July, in the year two thousand twenty-five (2025), between

EDWARD J. NASH, JR.

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

SANDY RUN PROPERTIES LLC
a Georgia limited liability company

duly organized and existing under the State of Georgia, 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:

TRACT NO. 1
All that tract or parcel of land situate, lying and being in Land Lot 115 of the Tenth Land District of Houston County, Georgia, and being known and designated as **Parcel "A" containing 2.724 acres**, and having such shapes, metes, bounds, courses and distances as are shown on plat of survey prepared by Richard L. Jones, Registered Land Surveyor No. 1591, said plat of survey dated February 20, 1986, and recorded in Plat Book 29, Page 188, 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.

TRACT NO. 2

All that tract or parcel of land situate, lying and being in Land Lot 115 of the Tenth Land District of Houston County, Georgia, and being known and designated as **Parcel "B", containing 2.729 acres**, and having such shapes, metes, bounds, courses and distances as are shown on plat of survey prepared by Richard L. Jones, Registered Land Surveyor No. 1591, said plat of survey dated February 20, 1986, and recorded in Plat Book 29, Page 188, 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 there to for all purposes.

Tax Map Parcel Nos.: Tract No. 1 000560 053000; Tract No. 2 000560 054000
Deed Reference: Deed Book 3165, Page 197, said Clerk's Office
Street Address: 1919 Hwy 127, Perry, GA 31069

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:

Witness

Notary Public
My Commission Expires: _____

(Notary Seal)

JOHN W. HULBERT NOTARY PUBLIC Exp. July 29, 2021 HOUSTON COUNTY, GA

_____ (Seal)
EDWARD J. NASH, JR.

P25-302

WHEN RECORDED MAIL TO:
Walker, Hulbert, Gray & Moore, LLP
909 Ball Street
Perry, GA 31069

Type: GEORGIA LAND RECORDS
Recorded: 7/21/2025 12:43:00 PM
Fee Amt: $25.00 Page 1 of 10
Houston County Georgia
Terri L Childers Clerk of Superior Court

BK 10683 PG 580 - 589

1. Document Date:	July 18, 2025
2. Document Signers: Grantor(s) -	SANDY RUN PROPERTIES, LLC
3. Grantee Mailing Address:	124 East Dykes Street, Cochran, GA 31014
4. Map and Parcel ID Number(s):	000560 030000/ 000560 060000/ 000560 055000/ 000560 056000
5. Original Loan Amount:	EIGHT HUNDRED FIFTEEN THOUSAND ONE HUNDRED FIFTY & 00/100 DOLLARS ($815,150.00)
6. Initial Maturity Date:	July 18, 2026
7. Intangible Recording Tax:	$0.00
8. Intangible Recording Tax Exemption Authority:	Pursuant to O.C.G.A. 48-6-60(3) the promissory note is not a "Long-term note secured by real estate" because the maturity date of the promissory note is less than three years from the date of execution.

SECURITY DEED

THIS SECURITY DEED dated July 18, 2025, is made and executed between SANDY RUN PROPERTIES, LLC , whose address is 3002 WIREGRASS ROAD, PERRY, GA 31069 (referred to below as "Grantor") and The Citizens Bank of Cochran, whose address is 124 East Dykes Street, Cochran, GA 31014 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender, with power of sale, all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in HOUSTON County, State of Georgia and is described as follows:**

Tract No. 1:
All that tract or parcel of land situate, lying and being in Land Lot 115 of the Tenth Land District of Houston County, Georgia, known and designated as Parcel "A" comprising 1.960 acres, and having such shapes, metes, bounds, courses and distances as are shown on plat of survey prepared by Lee R. Jones, Georgia Registered Land Surveyor, said plat of survey dated May 4, 1998, and recorded in **Plat Book 52, Page 140**, 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.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 115 of the 10th Land District and/or 928 Georgia Militia District of Houston County, Georgia, being more particularly described as follows:

Beginning at a point 59.04 feet left of and opposite Station 132+65.00 on the construction centerline of Houston Lake Road (S.R. 127) on Georgia Highway Project No. STP-0675 (8); running thence N 40°8'09" W a distance of 15.96 feet to a point 75.00 feet left of and opposite station 132+65.00 on said construction centerline laid out for Houston Lake Road (S.R. 127); thence N 49°51'51" E a distance of 13.00 feet to a point of 75.00 feet left of and opposite station 132+78.00 on said construction centerline laid out for Houston Lake Road (S.R. 127); thence S 40°08'09" E a distance of 15.95 feet to a point of 59.05 feet left of and opposite station 132+78.00 on said construction centerline laid out for Houston Lake Road (S.R. 127); thence S 49°48'45" W a distance of 13.00 feet back to the point of beginning. Containing 0.005 acres more or less.

Deed Reference: Deed Book 1361, Page 167, said Clerk's Office

SECURITY DEED
(Continued)

Houston County Tax Map Parcel No.: 56-30
Street Address: 1915 Highway 127, Perry, Georgia 31069

Tract No. 2
All that tract or parcel of land situate, lying and being in Land Lot 115 of the Tenth (10th) Land District of Houston County, Georgia, and being more particularly known and designated as **Parcel "D-1"**, containing **2.466 acres**, as is shown on a plat of survey prepared by Richard L. Jones, Georgia Registered Land Surveyor, date June 26, 1995 and recorded in **Plat Book 47, Page 58**, Clerk's Office, Houston Superior Court. Said plat and recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

Deed Reference: Deed Book 1156, Page 219, said Clerk's Office
Houston County Tax Map Parcel No.: 56-60
Street Address: Portion of 1919 Highway 127, Perry, Georgia 31069

Tract No. 3
All that tract or parcel of land situate, lying and being in Land Lot 115 of the 10th Land District of Houston County, Georgia, and being known and designated as **Parcel "C"** containing **2.896 acres** as shown on a plat of survey prepared by Richard L. Jones, Registered Land Surveyor No. 1591, said plat of survey dated February 20, 1986 and recorded in Plat Book 29, Page 188, 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.

Deed Reference: Deed Book 1040, Page 214, said Clerk's Office
Houston County Tax Map Parcel No.: 56-55
Street Address: Portion of 1919 Highway 127, Perry Georgia 31069

Tract No. 4
All that tract or parcel of land situate, lying and being in Land Lot 115 of the 10th Land District of Houston County, Georgia, and being known and designated as **Parcel "D"** containing **2.804 acres** and having such shapes, metes, bounds, courses and distances as are shown on plat of survey prepared by Richard L. Jones, Registered Land Surveyor No. 1591, said plat of survey dated February 20, 1986, and recorded in Plat Book 29, Page 188, 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.

Deed Reference: Deed Book 748, Page 353, said Clerk's Office
Houston County Tax Map Parcel No.: 56-56
Street Address: Portion of 1919 Highway 127, Perry Georgia 31069

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and Improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and Improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 1915 GA HWY 127, PERRY, GA 31069. The Real Property tax identification number is 000560 030000/ 000560 060000/ 000560 055000/ 000560 056000.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF EIGHT HUNDRED FIFTEEN THOUSAND ONE HUNDRED FIFTY & 00/100 DOLLARS ($815,150.00) WHICH HAS THE MATURITY DATE OF JULY 18, 2026, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. THIS CONVEYANCE SHALL BE CONSTRUED AS A DEED PASSING TITLE AND NOT AS A MORTGAGE. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAID WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work

done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Deed:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and

payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Security Deed:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Security Deed:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the Indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first

page of this Security Deed.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Security Deed:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Security Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Security Deed or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Security Deed or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Security Deed or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

LENDER'S REMEDIES AND POWER OF SALE. Upon the occurrence of an Event of Default, Lender shall have the following rights, powers, and remedies:

Accelerate Indebtedness. Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

Entry and Possession. Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof;

hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

Collection of Rents. Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

Payments. Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

Other Remedies. Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

Appointment of Receiver. Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

UCC Remedies. With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

Power of Sale. Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Cumulative Remedies. All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or enforce the Indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

Attorneys' Fees; Expenses. If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Deed:

Amendments. This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration of or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

Governing Law. This Security Deed will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Security Deed has been accepted by Lender in the State of Georgia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Bleckley County, State of Georgia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

Merger. There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Security Deed.

Waiver of Notice and Hearing and Homestead Exemption. Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the Indebtedness, or any part of the Indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words

and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means SANDY RUN PROPERTIES, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

Grantor. The word "Grantor" means SANDY RUN PROPERTIES, LLC .

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed.

Lender. The word "Lender" means The Citizens Bank of Cochran, its successors and assigns.

Note. The word "Note" means the promissory note dated July 18, 2025, **in the original principal amount of EIGHT HUNDRED FIFTEEN THOUSAND ONE HUNDRED FIFTY & 00/100 DOLLARS ($815,150.00)** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 18, 2026.

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Security Deed. The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

SECURITY DEED
(Continued)

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

X _____
Unofficial Witness

_____
Notary Public, Houston **County**

(NOTARY SEAL)

JOHN W. HULBERT
NOTARY
PUBLIC
Exp. July 29, 2021
HOUSTON COUNTY, GA

My Commission expires: _____

GRANTOR:

SANDY RUN PROPERTIES, LLC

By: _____ **(Seal)**
MADISON J HOLLAND, Member of SANDY RUN PROPERTIES, LLC

By: _____ **(Seal)**
JENNIFER E HOLLAND, Member of SANDY RUN PROPERTIES, LLC

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Type: GEORGIA LAND RECORDS
Recorded: 12/5/2025 3:01:00 PM
Fee Amt: $25.00 Page 1 of 10
Houston County Georgia
Terri L Childers Clerk of Superior Court

BK 10756 PG 53 - 62

1. Document Date:	December 3, 2025
2. Document Signers: Grantor(s) -	SANDY RUN PROPERTIES, LLC
3. Grantee Mailing Address:	124 East Dykes Street, Cochran, GA 31014
4. Map and Parcel ID Number(s):	000560 031000/ 000560 32A000
5. Original Loan Amount:	NINE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE & 00/100 DOLLARS ($945,625.00)
6. Initial Maturity Date:	December 3, 2026
7. Intangible Recording Tax:	$0.00
8. Intangible Recording Tax Exemption Authority:	Pursuant to O.C.G.A. 48-6-60(3) the promissory note is not a "Long-term note secured by real estate" because the maturity date of the promissory note is less than 62 months from the date of execution.

SECURITY DEED

THIS SECURITY DEED dated December 3, 2025, is made and executed between SANDY RUN PROPERTIES, LLC , whose address is 3002 WIREGRASS ROAD, PERRY, GA 31069 (referred to below as "Grantor") and The Citizens Bank of Cochran, whose address is 124 East Dykes Street, Cochran, GA 31014 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender, with power of sale, all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in HOUSTON County, State of Georgia and is described as follows:**

See EXHIBIT A, which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and Improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and Improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 1921 HWY 127 and 2001 HWY 127, PERRY, GA 31069. The Real Property tax identification number is 000560 031000/ 000560 32A000.

FUTURE ADVANCES. In addition to the Note, this Security Deed secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Security Deed secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF NINE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE & 00/100 DOLLARS ($945,625.00) WHICH HAS THE MATURITY DATE OF DECEMBER 3, 2026, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. THIS CONVEYANCE SHALL BE CONSTRUED AS A DEED PASSING TITLE AND NOT AS A MORTGAGE. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAID WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Deed:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report

on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Security Deed:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Security Deed:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the Indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Security Deed as a security agreement are a

part of this Security Deed:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Security Deed:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Security Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Security Deed or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Security Deed or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Security Deed or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not

remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

LENDER'S REMEDIES AND POWER OF SALE. Upon the occurrence of an Event of Default, Lender shall have the following rights, powers, and remedies:

Accelerate Indebtedness. Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

Entry and Possession. Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

Collection of Rents. Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

Payments. Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

Other Remedies. Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

Appointment of Receiver. Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

UCC Remedies. With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

Power of Sale. Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Cumulative Remedies. All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or

enforce the Indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

Attorneys' Fees; Expenses. If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Deed:

Amendments. This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration of or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

Governing Law. This Security Deed will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Security Deed has been accepted by Lender in the State of Georgia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Bleckley County, State of Georgia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

Merger. There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Security Deed.

Waiver of Notice and Hearing and Homestead Exemption. Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the Indebtedness, or any part of the Indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means SANDY RUN PROPERTIES, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

Grantor. The word "Grantor" means SANDY RUN PROPERTIES, LLC .

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Security Deed, together with all interest thereon.

Lender. The word "Lender" means The Citizens Bank of Cochran, its successors and assigns.

Note. The word "Note" means the promissory note dated December 3, 2025, **in the original principal amount of NINE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE & 00/100 DOLLARS ($945,625.00)** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 3, 2026.

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental

SECURITY DEED
(Continued)

agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Security Deed. The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

X _____
Unofficial Witness

_____
Notary Public, _____ County

(NOTARY SEAL)

My Commission expires: _____

GRANTOR:

SANDY RUN PROPERTIES, LLC

By: _____ (Seal)
MADISON J HOLLAND, Member of SANDY RUN PROPERTIES, LLC

By: _____ (Seal)
JENNIFER E HOLLAND, Member of SANDY RUN PROPERTIES, LLC

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EXHIBIT "A"
LEGAL DESCRIPTION

Tract 1:
All that tract or parcel of land situate, lying and being in Land Lot 115 of the 10th Land District of Houston County, Georgia, being known and designated as **Parcel C, containing 3.553 acres,** as more particularly shown on a plat of survey prepared by Lee R. Jones, Surveyor, G.R.L.S. No. 2680, dated September 9, 1999, a copy of said plat being of record in **Plat Book 55, Page 113,** Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description thereto.

LESS AND EXCEPT the property shown on that certain Right of way Deed dated April 9, 2007 and recorded in Deed Book 3254, Pages 106-111, Clerk's Office, Houston Superior Court.

The above described property is conveyed subject to any and all restrictions, easements, covenants and rights-of-way of record, if any.

Deed Reference: Deed Book 6925, Pages 301-302, said Clerk's Office
Houston County Tax Map Parcel No.: 000560 031000
Street Address: 1921 Highway 127, Perry, Georgia 31069

Tract 2:
All that tract or parcel of land situate, lying and being in Land Lot 115 of the 10th Land District of Houston County, Georgia, and being known and designated as **Parcel "B", containing 1.00 acres** as shown on a plat of survey prepared by Lee R. Jones, Georgia Registered Land Surveyor, G.R.L.S. No. 2680, dated September 9, 1999 and recorded in **Plat Book 55, Page 113**, 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.

LESS AND EXCEPT: the property shown on that certain Right of way Deed dated April 9, 2007 and recorded in Deed Book 4033, Pages 149-154, Clerk's Office, Houston Superior Court.

The above described property is conveyed subject to any and all restrictions, easements, covenants and rights-of-way of record, if any.

Deed Reference: Portion of Deed Book 5134, Pages 349-350, said Clerk's Office
Houston County Tax Map Parcel No.: 000560 32A000
Street Address: 2001 Highway 127, Perry, Georgia 31069

Perry

Where Georgia comes together.

STAFF REPORT

From the Department of Community Development

July 8, 2026

CASE NUMBER: RZNE 087-2026

APPLICANT: Bryant Engineering

REQUEST: Rezone from R-3, Single Family Residential District to C-2 General Commercial District

LOCATION: Hwy 341; Tax Map Parcel 0P0480 055000

BACKGROUND INFORMATION: The applicant proposes to rezone 10.14 acres from R-3 Single Family Residential, to C-2, General Commercial for the purpose of future commercial development along the Hwy 341 corridor near the intersection of Perry Parkway.

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	County Conservation Use	Conservation Use
South	R2 Single Family Residential	Residential
East	R2 Single Family Residential	Residential
West	C3 Single Central Business; County	Commercial; County Conservation Use

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

   Yes. The Comprehensive Plan identifies this area in the Gateway Corridor character area with the intersection of Main street and Perry Parkway being identified as a commercial node. The purpose of commercial nodes is to provide a mix of retail and service establishments to support residents within the suburban residential and gateway corridor character areas. Compared to neighborhood nodes, commercial nodes are larger and include more varied uses. Because this area has not yet been fully developed, the potential exists for patterns of smart growth to take place along the Gateway Corridor.

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

   Yes, C-2 permitted uses are compatible with the surrounding area. The property abuts an existing C-2 zoned commercial property to the west and to the north along Perry Parkway where a mix of C-2 and GU, Government Use are prominent.

4. ***Will any of the uses permitted in the proposed zoning classification cause adverse impacts to adjacent and nearby properties?***

   The proposed general commercial use will not have an adverse impact on adjacent and nearby properties.

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. Commercial zoning would not impact school enrollment and the property is situated near two major roadways designed to accommodate high traffic volume. Existing city utilities and recent infrastructure expansion supports commercial development.

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

   Continued growth in Houston county and Perry support commercial uses in the highway corridors and is consistent with the Comprehensive Plan's identification of the area as a commercial node. C-2 zoning is better suited to this area fronting Hwy 341 making the zoning change appropriate.

7. **Does the subject property have a reasonable economic use as currently zoned?**

   Yes. Residential development, although permitted in C-2, is not appropriate for the Gateway Character Area as a commercial node according the Comprehensive Plan. C-2 zoning better supports the character area purpose and function.

STAFF RECOMMENDATION:
Staff recommends approval of the rezone from R-3 Single Family Residential District to C-2 General Commercial District.

Perry

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Application # RZNE 0087-2026

Application for Rezoning

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Bryant Engineering	CCCCT Investments
*Title		
*Address	PO Box 1821 Perry GA 31069	PO Box 1821 Perry, GA 31069
*Phone	[redacted]	[redacted]
*Email		

Property Information

*Street Address or Location	Hwy 341
*Tax Map Number(s)	P0480 0550 Tract A 6.70 acres Tract B 3.44 acres
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available, B. Provide a survey plat of the property.

Request

*Current Zoning District R-3	*Proposed Zoning District C-2

*Please describe the existing and proposed use of the property Note: A Site Plan or other information which fully describes your proposal may benefit your application.

existing: vacant land
proposed: Commercial

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. 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.
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 ✓
   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 6-5-26
*Property Owner/Authorized Agent	*Date 6-5-26

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.

Hwy 341 Rezoning Application

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

Yes. The proposed C-2 zoning classification directly complies with the City of Perry Comprehensive Plan. The Plan identifies the Hwy 341 / Perry Parkway intersection as a commercial node, intended for higher-intensity commercial development. Because the subject property fronts Hwy 341 and lies within this designated commercial corridor, rezoning from R-3 (single-family) to C-2 is fully consistent with the City's adopted land-use vision.

2. Whether all of the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties

Yes. All uses permitted in C-2 are compatible with the surrounding area. The subject property borders existing commercial property, and the Hwy 341 corridor already contains a mix of commercial and service-oriented uses. C-2 zoning represents a logical extension of the existing commercial pattern and provides an appropriate transition along the corridor.

3. Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties

No significant adverse impacts are anticipated. Because the property already adjoins commercial uses and fronts a major highway, commercial activity is appropriate and expected. Any potential impacts—such as lighting, traffic, or noise—can be mitigated through Perry's required buffering, landscaping, and access management standards. Given the existing commercial context, impacts on nearby residential properties will be minimal.

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

No. The property fronts Hwy 341, a major transportation corridor designed to accommodate commercial traffic volumes. City utilities and public services in this area already support commercial development. Additionally, commercial zoning generates no school enrollment impact, making it less demanding on public services than R-3 single-family development.

5. Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification

Yes — existing and changing conditions support approval. The Hwy 341 / Perry Parkway area has experienced continued commercial growth, consistent with the Comprehensive Plan's designation of this intersection as a commercial node. The corridor is transitioning away from low-density residential toward commercial and mixed-use activity. These conditions demonstrate that C-2 zoning is now more appropriate than R-3 for this property.

6. Whether the subject property has a reasonable economic use as currently zoned

While the property can be used for single-family homes under R-3, its frontage on Hwy 341, adjacency to commercial property, and location within a designated commercial node make residential development less practical and less economically viable. The parcel's highest and best use is commercial, consistent with market demand and the Comprehensive Plan. Rezoning to C-2 provides a more reasonable and appropriate economic use.

Type: GEORGIA LAND RECORDS
Recorded: 3/24/2022 1:21:00 PM
Fee Amt: $575.00 Page 1 of 2
Transfer Tax: $550.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Superior Court Clerk

Participant ID(s): 6811174267,
7067927936

BK 9630 PG 68 - 69

(Above space for recording officer use.)

After recording return to: File No.: P22-087

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

LIMITED WARRANTY DEED

THIS INDENTURE, Made the 23rd day of March, in the year two thousand twenty-two (2022), between

ANTHONY M. DELOACH, SR.

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

CCCCT INVESTMENTS, LLC,
a Georgia limited liability company

duly organized and existing under the laws of the State of Georgia, 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, 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 DESCRIBED PROPERTY, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 144 of the 10th Land District of Houston County, Georgia and being known and designated as **Parcel "A" containing 43.575 acres** as shown on a plat of survey prepared by Richard L. Jones on December 15, 1987 and recorded in **Plat Book 34, Page 102**, Clerk's Office, Houston County Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

LESS AND EXCEPT: That certain **0.247 acres**, more or less, as shown in a Right of Way Deed recorded on November 16, 1989 in **Deed Book 862, Page 109**, Clerk's Office, Houston Superior Court.

ALSO LESS AND EXCEPT: That certain **0.436 acres**, more or less, as shown in a Right of Way Deed recorded on August 29, 1991 in **Deed Book 929, Page 417**, Clerk's Office, Houston Superior Court.

Deed Reference: Deed Book 7422, Pages 24-25, said Clerk's Office
Houston County Tax Map Parcel No.: 000830 043000, comprising 42.89 acres

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, for itself, its successors and assigns, warrants and will, forever defend the right and title to said tract or parcel of land unto Grantee and its successors and assigns against the claims of all persons claiming by, through or under Grantor.

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

(Seal)
ANTHONY M. BELOACH, SR.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires: _____

(Notary Seal)

JOHN W HULBERT NOTARY PUBLIC EXP. July 29, 2023 HOUSTON COUNTY, GA

P22-087

FOR THE CLERK OF SUPERIOR COURTS USE ONLY

REFERENCES:
P.B. 34 , PG. 102
P.B. 77, PG. 193

100 50 0 100 200
GRAPHIC SCALE IN FEET
1" = 100'

GEORGIA WEST ZONE

TOTAL AREA: 10.14 ACRES

NOTES:
THIS PROPERTY IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MAY NOT BE SHOWN HEREON.

THIS PLAT HAS BEEN CHECKED FOR MATHEMATICAL ACCURACY AND CLOSES WITHIN ONE FT. IN 1,000,000 FEET.

ACCORDING TO INFORMATION SHOWN ON F.E.M.A. COMMUNITY PANEL NUMBER 13153 C 0154 E, EFFECTIVE DATE SEPTEMBER 28, 2007, A PORTION OF THIS PROPERTY IS LOCATED IN A F.I.A. FLOOD HAZARD ZONE "A".

NOT FOR FINAL RECORDING

LEGEND

○	1/2" REBAR SET
●	1/2 " REBAR FOUND UNLESS OTHERWISE NOTED
OTP	OPEN TOP PIPE FOUND
△	CALCULATED CORNER
☒	CONCRETE MONUMENT FOUND
R/W	RIGHT OF WAY
B/L	BUILDING LINE
PL	PROPERTY LINE
DE	DRAINAGE EASEMENT
UE	UTILITIES EASEMENT
SSE	SANITARY SEWER EASEMENT
MH	MANHOLE
CB	CATCH BASIN
JB	JUNCTION BOX
DI	DROP INLET
HW	HEADWALL
AC	ACRE
PVMT	PAVEMENT
CRK	CREEK
L.L.L.	LAND LOT LINE
FH	FIRE HYDRANT
-X-	FENCE LINE
FFE	FINISH FLOOR ELEVATION
-P-	POWER LINE
PP	POWER POLE
P.O.B.	POINT OF BEGINNING
N/F	NOW OR FORMERLY

N/F
CLEVE HOLLINGSWORTH CONSTRUCTION INC
TAX PARCEL No. P0440 0390

S24°25'22"E
471.50'

FEMA FLOOD ZONE A

N84°39'11"W
475.38'

40' SSE

N89°43'39"E
275.01'

TRACT "B"
A PORTION OF
TAX PARCEL No. P0480 0550
3.44 ACRES
ZONED R3
REQUESTED ZONING C2
(VACANT LOT)

339.88'
N00°30'06"E

N00°30'06"E
43.83'

S00°30'06"W
338.68'

N89°07'35"W
60.00'

U.S. HIGHWAY 341
(R/W VARIES)

N89°43'39"E
886.68'

TRACT "A"
A PORTION OF
TAX PARCEL No. P0480 0550
6.70 ACRES
ZONED R3
REQUESTED ZONING C2
(VACANT LOT)

882.28'
N89°07'35"W

N/F
CCCCT INVESTMENTS LLC
REMAINING PORTION OF
TAX PARCEL No. P0480 0550
42.89 ACRES REMAINING
ZONED R3
(VACANT LOT)

321.01'
N00°16'26"W

N89°29'21"W
207.90'

N/F
PARKWAY FARMS LLC
TAX PARCEL No. P0570 0160

N/F
REISS LLC
TAX PARCEL No. P0440 0840

N49°18'34"W
75.62'

P.O.B.

PERRY PARKWAY
(R/W VARIES)

P.O. BOX 1821
Perry, Georgia 31069
office (478) 224-7070
fax (478) 224-7072
WWW.MCLEODSURVEYING.COM

McLeod SURVEYING

REZONING PLAT FOR:

CCCCT INVESTEMENTS LLC

COUNTY:	HOUSTON
DISTRICT:	10TH
LAND LOT:	144
DATE:	6/3/2026
SCALE:	1"=100'
JOB NO.	0665-010

NO.	DATE	REVISION

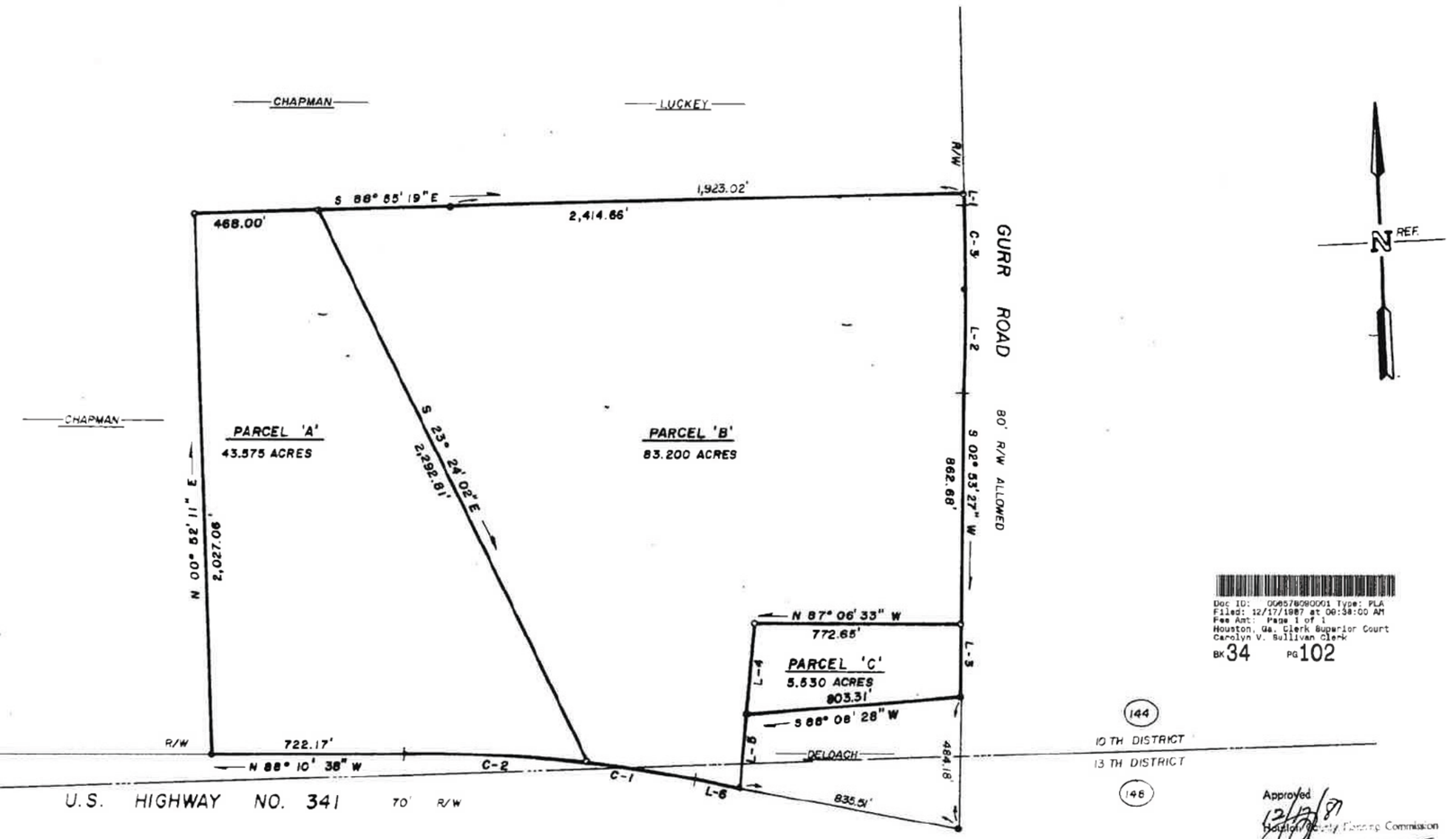
GEORGIA REGISTERED LAND SURVEYOR No. 2991 MARTY A. MCLEOD

P:\23\06 - DEVELOPER\0665 - CCCCT INVESTMENTS, LLC\0665-011-42.89 ACRE BORROW PIT ON HWY 341 ADJOINING REIMINGTON CHASE AND DOLLAR GENERAL\16 - REZONING PLAT AND CAD\0665-010-REZONING PLAT.DWG

Due 34/102

FILED
HOUSTON COUNTY
1987 DEC -0 AM 9:39

CLERK SUPERIOR COURT



N REF.

Doc ID: 006578090001 Type: PLA
Filed: 12/17/1987 at 08:38:00 AM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 34 PG 102

Approved
12/17/87
Houston County Planning Commission
Secretary

P/L DATA		
NO.	LENGTH	BEARING
L-1	46.42'	S 0° 22' 09" W
L-2	390.08'	S 02° 54' 08" W
L-3	273.58'	S 02° 53' 27" W
L-4	341.24'	S 01° 34' 50" W
L-5	274.80'	S 01° 34' 50" W
L-6	170.39'	N 77° 10' 38" W

P/L CURVE DATA				
NO.	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C-1	5,764.60'	416.08'	415.99'	N 79° 14' 36" W
C-2	5,764.60'	690.81'	690.40'	N 84° 44' 39" W
C-3	11,419.00'	388.59'	388.58'	S 02° 08' 08" W

OWNERSHIP AND DEDICATION

The undersigned does certify that they are the owners of the land shown on this plat and hereby acknowledges this plat and allotment to be their free act and deed and hereby dedicates for public use as Streets, Alleys, Parks, and conveyances forever all as so shown or indicated on said plat.

12/16/87
Date

Harry Wheeler
President

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,475 FEET AND AN ANGULAR ERROR OF 07" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE. ANGLES TURNED BY KERN DKM2AT ONE-SECOND THEODOLITE AND DISTANCES MEASURED WITH A KERN DM500 ELECTRONIC DISTANCE METER.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 305,782 FEET.

REFERENCE PLATS:
1. PLAT BOOK 9, PAGE 43
2. " " 18, " 220
3. " " 25, " 216
4. DEED " 409, " 512

144 LAND LOT NO.
LAND LOT LINE
IRON PIN FOUND
IRON PIN PLACED

0' 150' 300' 600'

GEORGIA REGISTERED NO. [illegible] LICENSED SURVEYOR RICHARD L. JONES

SURVEY FOR
THE NEW HOUSTON COUNTY COMPANY, INC.

LAND LOT 144 — 10TH DISTRICT
LAND LOT 148 — 13TH DISTRICT
HOUSTON CO. — GEORGIA
SCALE: 1" = 300' — DECEMBER 15, 1987

JONES SURVEYING COMPANY
PERRY, GA. 987-2705

34/102

MICROFILMED

DOOK 862 PAGE 109

GEORGIA, HOUSTON COUNTY SUPERIOR COURT

Recorded in Book 862 Page 109-111

RURAL POST ROADS NOV 16 1989 CLERK

RIGHT OF WAY DEED

GEORGIA HOUSTON COUNTY PROJECT NO. PR-8540-1(153)

THIS CONVEYANCE made and executed the _____ day of _____, 19__

WITNESSETH THAT ANTHONY M. DeLOACH, SR. AND DUDLEY B. CHRISTIE, JR., the undersigned, is the owner of a tract of land in said county through which a Rural Post Road or Farm to Market Road, known as Project Number PR-8540-1(153) North Perry Bypass From Valley Drive N.E. To I-75, Then S.E. To US 341/S.R. 11 East of Perry, has been laid out by the Department of Transportation as a part of the Rural Post Road System of Georgia, as provided in Acts of the General Assembly of Georgia of 1937, said road being more particularly described in a map and drawing of said road in the office of the Department of Transportation, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant, sell and convey to The City of Perry and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

"SEE ATTACHED DESCRIPTION"

Said right of way is hereby conveyed, consisting of 0.247 acres, more or less, is shown in color on the plat of the property prepared by the Department of Transportation, dated November 23, 1988 ; revised _____, attached hereto and made a part of this description.

TO HAVE AND TO HOLD the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, I have hereunto set my hand and seal the day above written.

Signed, Sealed and Delivered
this 16 day of November,
19 89, in the presence of:

Witness

Notary Public

Notary Public, Houston County, Georgia
My Commission Expires Feb. 18, 1991

Anthony M. DeLoach, Sr. (L.S.)

Dudley B. Christie, Jr. (L.S.)

_____ (L.S.)

_____ (L.S.)

Parcel No. 27

(Continued on next page)

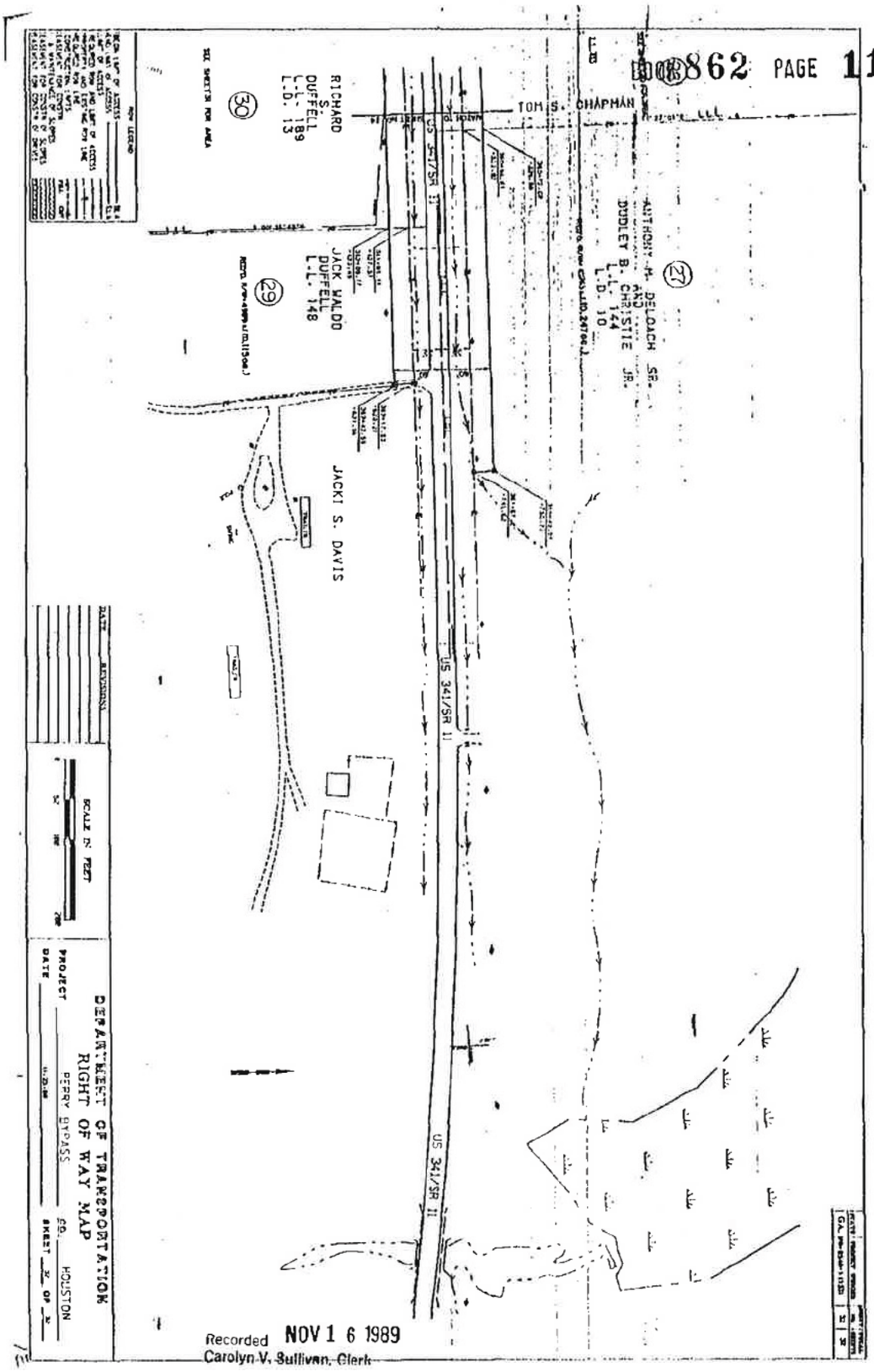
BOOK 862 PAGE 110

PROJECT NO.: PR-8540-1(153) HOUSTON County
P. I. NO.: 363480
PARCEL NO.: 27
TAKE: 0.247 acres
DATE OF R/W PLANS: NOVEMBER 23, 1988

All that tract or parcel of land lying and being in Land Lot 144 of the 10th Land District of HOUSTON County, Georgia, being more particularly described as follows:

Beginning at a point 322.870 feet left of and opposite Station 360+96.810 on the survey centerline of PERRY BYPASS on Georgia Highway Project No. PR-8540-1(153)
From the Point of Beginning.
Thence N 00-27'07.6"W for 25.003 feet to a point on the boundary.
Thence S 89-34'18.2"E for 429.912 feet to a point on the boundary.
Thence S 00-25'41.8"W for 25.000 feet to a point on the boundary.
Thence N 89-34'18.2"W for 429.528 feet to the Point of Beginning.
Containing 0.247 acres

FILED
HOUSTON COUNTY, GA.
'88 NOV 18 PM 3:48
CLERK SUPERIOR COURT



Recorded NOV 1 6 1989
Carolyn V. Sullivan, Clerk

GEORGIA, HOUSTON COUNTY SUPERIOR COURT

Recorded in Book 929 Page 417-419 DEPARTMENT OF TRANSPORTATION DOT 118
AUG 29 1991 RIGHT OF WAY DEED 08/90
CLERK BOOK 929 PAGE 417
GEORGIA, HOUSTON COUNTY

PROJECT NO. TSAP-866(1)
P.I. NO. 363480

THIS CONVEYANCE made and executed the 29 day of August, 19 91.

WITNESSETH that ANTHONY M. DeLOACH, SR. AND DUDLEY B. CHRISTIE, JR., the undersigned, (hereinafter referred to as GRANTOR), is the owner of a tract of land in HOUSTON, County through which PERRY BYPASS , known as Project No. TSAP-866(1), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said CITY OF PERRY, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 144 of the 10th Land District and/or Georgia Militia District of HOUSTON County, Georgia, and being more particularly described on Exhibit 'A' attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.436 acres , more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated NOVEMBER 23, 1988; revised JUNE 20, 1991, said plat attached hereto and made a part of this deed as Exhibit 'B'.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the CITY OF PERRY.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 29th day of August,
19 91, in the presence of:

Faye M. Wilson
Witness

David D. Walker
Notary Public

Notary Public, Houston County, Georgia
My Commission Expires Jan. 21, 1992

Anthony M. DeLoach, Sr. (L.S.)

Dudley B. Christie, Jr. (L.S.)

(L.S.)

(L.S.)

Parcel No. 27A

FILED
AUG 29 AM 10 23
CLERK SUPERIOR COURT
HOUSTON COUNTY, GA.

(Continued on next page)

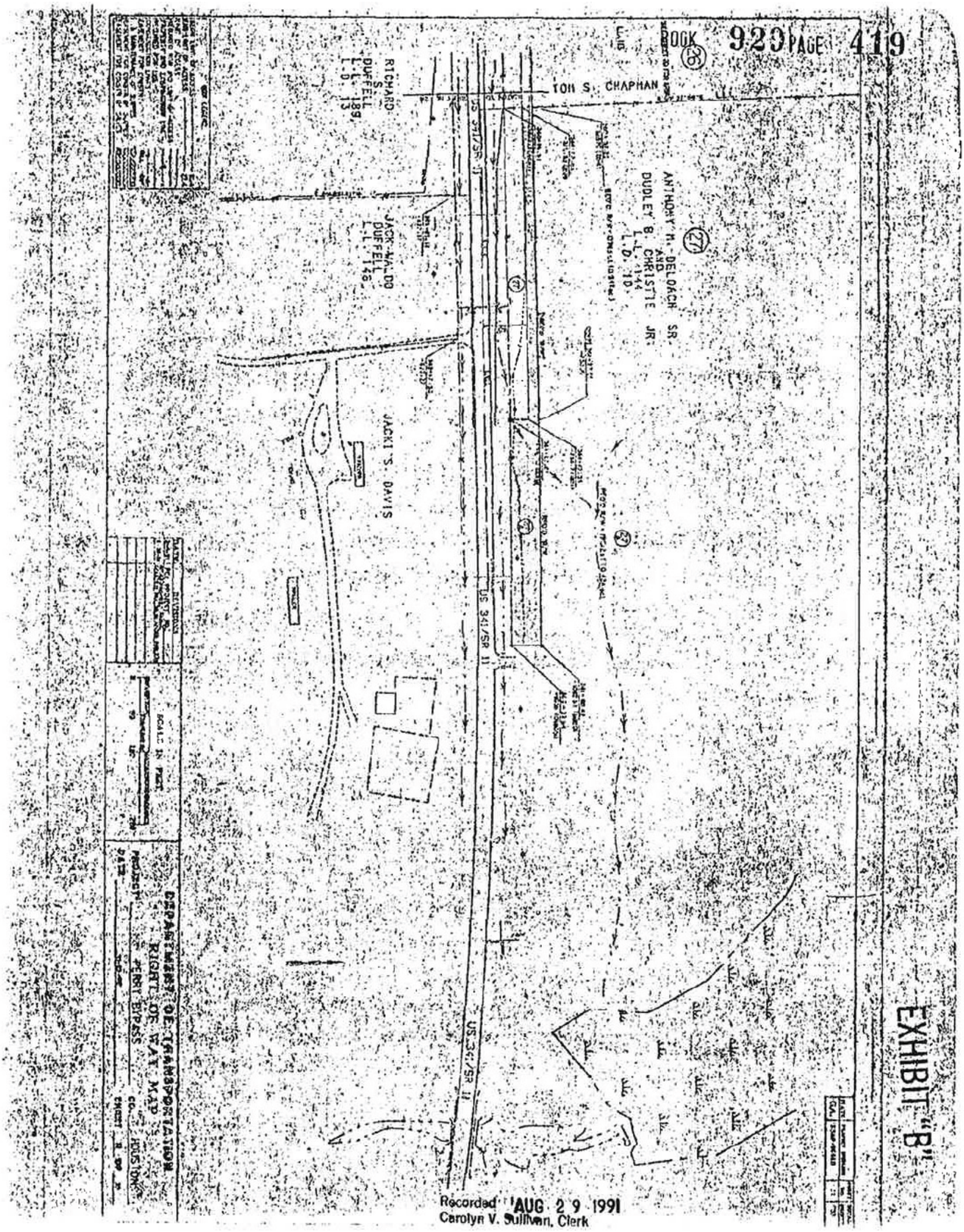
Exhibit 'A'

BOOK 929 PAGE 418

PROJECT NO.: TSAP-866(1), HOUSTON County
P. I. NO.: 363480
PARCEL NO.: 27A
TAKE: 0.436 acres
DATE OF R/W PLANS: NOVEMBER 23, 1988
REVISION DATE: JUNE 20, 1991

All that tract or parcel of land lying and being in Land Lot 144 of the 10th Land District of HOUSTON County, Georgia, being more particularly described as follows:

Beginning at a point 328.801 feet left of and opposite Station 360+57.245 on the survey centerline of PERRY BYPASS on Georgia Highway Project No. TSAP-866(1).
From the Point of Beginning.
Thence S 89-34'18.2"E for 430.142 feet to a point on the boundary.
Thence S 88-43'50.8"E for 314.373 feet to a point on the boundary.
Thence S 01-16'14.5"W for 40.000 feet to a point on the boundary.
Thence N 88-43'48.0"W for 313.785 feet to a point on the boundary.
Thence N 00-25'41.8"E for 25.000 feet to a point on the boundary.
Thence N 89-34'18.2"W for 429.912 feet to a point on the boundary.
Thence N 00-27'07.6"W for 15.002 feet to the Point of Beginning.
Containing 0.436 acres


BOOK 929 PAGE 419
TOM S. CHAPMAN
ANTHONY H. DELOACH SR. AND DUDLEY B. CHRISTIE JR. L.L. 144 L.D. 10
RICHARD S. DUFFELL L.L. 189 L.D. 13
JACK WALDO DUFFELL L.L. 146
JACKIE S. DAVIS
US 341/SR 11
EXHIBIT "B"
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PERRY BYPASS
HOUSTON
Recorded AUG 29 1991
Carolyn V. Sullivan, Clerk

Where Georgia comes together.

STAFF REPORT

July 2, 2026

CASE NUMBER: TEXT-0089-2026

APPLICANT: Holly Wharton for the City of Perry

REQUEST: Amend Sec. 6-9.6 (A) Nonresidential district sign standards and amend Sec. 6-9.6(C)(2) Prohibited signs in C-3 and DD districts

STAFF COMMENTS: Based on ongoing discussions and direction from the Main Street Advisory Board regarding internally illuminated signs, staff is proposing to eliminate the option for an applicant to request an internally illuminated ground sign through the COA process. The Main Street Advisory Board has provided a memo in support of this effort. Based on these discussions, it is clear that the board wishes to pursue a more stringent sign ordinance applied to the Downtown District. Based on this, staff is recommends removing the option for internally illuminated ground signs allowed by a COA in the C-3 District, Downtown Development Overlay, and Downtown Historic Preservation Overlay.

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.

Based on the request submitted by the Main Street Advisory Board, it is apparent that the board wishes to clearly define their vision to prohibit internally illuminated signage within the Downtown Development District. This is based on the desired aesthetic of the downtown area and future development patterns.

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

This text amendment would serve as a proactive measure to ensure taht no future signage i nthe Downtown Devleopment District would be permitted to have internal illumination. The Main Street Advisory Board feels that this type of signage is not appropriate within the district and wishes to limit the existing internally illuminated signage in a legal, nonconforming (grandfathered) manner.

(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 signage ordinance.

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

The amendment is intended to encourage more attractive sign development patterns more appropriate for a historic downtown district.

(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 has no direct impact on the natural environment.

(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 impact on public facilities and services.

STAFF RECOMMENDATION: Approval as submitted.

Where Georgia comes together.

Application # TA# 0089-2026

Application for Text Amendment

Contact Community Development (478) 988-2720

Applicant Information

*Indicates Required Field

	*Applicant
*Name	Holly Wharton for the City of Perry
*Title	Interim Community Development Director
*Address	741 Main Street, Perry, GA 31069
*Phone	478-988-2714
*Email	Holly.wharton@perry-ga.gov

Request

*Please provide a summary of the proposed text amendment:

Amend Sec. 6-9.6 (A) *Nonresidential district sign standards* to remove the option for internally illuminated ground signs to be allowed by COA from the Main Street Advisory Board in the C-3 District, Downtown Development Overlay, and Downtown Historic Preservation Overlay.

Amend Sec. 6-9.6 (C)(2) *Prohibited signs in C-3 and DD districts* by adding all internally illuminated signage

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	*Date
Holly Wharton	6/8/26

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.

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.

Based on the request submitted by the Main Street Advisory Board, it is apparent that the board wishes to clearly define their vision to prohibit internally illuminated signage within the Downtown Development District. This is based on the desired aesthetic for the downtown area and future development patterns.

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

This text amendment would serve as a proactive measure to ensure that no future signage in the Downtown Development District would be permitted to have internal illumination. The Main Street Advisory Board feels that this type of signage is not appropriate within the district and wishes to limit the existing internally illuminated signage in a legal, nonconforming (grandfathered) manner.

(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 signage ordinance.

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

The amendment is intended to encourage more attractive sign development patterns more appropriate for a historic downtown district.

(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 has no direct impact on the natural environment.

(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 impact on public facilities and services.

Sec. 6-9.6. Nonresidential district sign standards.

(A) *Ground signs in nonresidential districts.* Ground signs permitted in the nonresidential base zoning districts, and the PC, DD, and NC overlay districts shall comply with the provisions in Table 6-9-2.

Table 6-9-2. Standards for Ground Signs in Nonresidential Zoning and Overlay Districts

Zoning and Overlay District	Sign Type	Maximum Square Feet per Sign Face			Maximum Number per Lot	Maximum Height (feet)	Illumination Allowed
		Not based on lot size	Lot size > 3 acres	Lot size 3 acres or less			
C-1, C-2 M-1, M-2 IMU, MUC, GU	Monument; Monopole	n/a	100	75	2	20	Internal or External
	Ground-mounted Flag	48 total per pole	n/a	n/a	3 flagpoles	35	External only
Parkway Corridor Overlay (PC)	Monument	n/a	100	75	1 per street front	20	Internal or External
	Ground-mounted Flag	Same as base zoning district					
LC, OI, NMU, Neighborhood Commercial Corridor Overlay (NC)	Monument; Post & Arm	32	n/a	n/a	1 per street front	15	External only
	Ground-mounted Flag	48 total per pole	n/a	n/a	1 flagpole	35	
C-3, Downtown Development Overlay (DD), Downtown Historic Preservation Overlay (HP)	Monument; Post & Arm	32 for Monument; 12 for Post & Arm	n/a	n/a	1 per street front	10	~~External; Internal by COA only*~~ External only
	A-frame**	6	n/a	n/a	1 per tenant	4	Not Allowed
	Ground-mounted Flag	48 total per pole	n/a	n/a	1 flagpole	35	External only

All ground signs and flags shall be set back at least 10 feet from the property lines

~~*Certificates of appropriateness must be reviewed by the Main Street Advisory Board and issued by the administrator~~

**A-frame signs shall be located so an accessible pedestrian path is maintained on a sidewalk and shall be displayed only during the sign owner's business hours.

(C) Additional standards for signs in the C-3 zoning district, and the DD overlay district.

(2) Wall signs in a planned center shall be composed of individual letters not exceeding 18 inches in height.

(2) Prohibited signs in C-3 and DD districts:

(a) Multiple message signs~~, except as authorized in sec. 6-9.9.~~

(b) Neon tube signs, including neon and rope light building or window/door outlining.

(c) Signs incorporating reflective and luminescent materials.

(d) Internally illuminated signs

To: Holly Wharton

From: Alicia Hartley

CC: Main Street Advisory Board, Christine Sewell

Date: June 5, 2026

RE: Discussion of Text Amendment to Eliminate Internally Illuminated Signs in the C3 Downtown Development Overlay

---

Currently for the C-3 Downtown Development Overlay District Internal Illumination for Monument is allowable by Certificate of Appropriateness. Through discussion at the June 4 Main Street Advisory Board Meeting, the board expressed interest and direction in wanting to establish that internal illumination of monument and post and arm signs be not allowed, even with approval of a Certificate of Appropriateness. They noted that there is grey area when it comes to reviewing Certificates of Appropriateness for just internal illumination and would rather see direction towards internally illumination be prohibited in the downtown district.

Sec. 6-9.6. Nonresidential district sign standards.

(A) *Ground signs in nonresidential districts.* Ground signs permitted in the nonresidential base zoning districts, and the PC, DD, and NC overlay districts shall comply with the provisions in Table 6-9-2.

Table 6-9-2. Standards for Ground Signs in Nonresidential Zoning and Overlay Districts

Zoning and Overlay District	Sign Type	Maximum Square Feet per Sign Face			Maximum Number per Lot	Maximum Height (feet)	Illumination Allowed
		Not based on lot size	Lot size > 3 acres	Lot size 3 acres or less			
C-1, C-2 M-1, M-2 IMU, MUC, GU	Monument; Monopole	n/a	100	75	2	20	Internal or External
	Ground-mounted Flag	48 total per pole	n/a	n/a	3 flagpoles	35	External only
Parkway Corridor Overlay (PC)	Monument	n/a	100	75	1 per street front	20	Internal or External
	Ground-mounted Flag	Same as base zoning district					
LC, OI, NMU, Neighborhood Commercial Corridor Overlay (NC)	Monument; Post & Arm	32	n/a	n/a	1 per street front	15	External only
	Ground-mounted Flag	48 total per pole	n/a	n/a	1 flagpole	35	
C-3, Downtown Development Overlay (DD), Downtown Historic Preservation Overlay (HP)	Monument; Post & Arm	32 for Monument; 12 for Post & Arm	n/a	n/a	1 per street front	10	~~External; Internal by COA only~~* External Only
	A-frame**	6	n/a	n/a	1 per tenant	4	Not Allowed
	Ground-mounted Flag	48 total per pole	n/a	n/a	1 flagpole	35	External only

All ground signs and flags shall be set back at least 10 feet from the property lines

~~*Certificates of appropriateness must be reviewed by the Main Street Advisory Board and issued by the administrator~~

**A-frame signs shall be located so an accessible pedestrian path is maintained on a sidewalk and shall be displayed only during the sign owner's business hours.

(C) Additional standards for signs in the C-3 zoning district, and the DD overlay district.

(1) Wall signs in a planned center shall be composed of individual letters not exceeding 18 inches in height.

(2) Prohibited signs in C-3 and DD districts:

(a) Multiple message signs~~, except as authorized in sec. 6-9.9.~~

(b) Neon tube signs, including neon and rope light building or window/door outlining.

(c) Signs incorporating reflective and luminescent materials.

(d) Internally illuminated signs